



# City of Hutto

## Agenda

### City Council Meeting

**Thursday, October 12, 2023 at 7:00 PM**

### City Council Chambers

### Hutto City Hall

**500 W. Live Oak Street**

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](http://huttotx.gov)

**1. CALL SESSION TO ORDER**

**2. ROLL CALL**

**3. INVOCATION**

**4. PLEDGE OF ALLEGIANCE**

**5. PROCLAMATION**

5.1. Domestic Violence Proclamation

5.2. Anti-Bullying Month Proclamation

**6. CITY MANAGER COMMENTS**

**7. 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](mailto:comments@huttotx.gov) PRIOR to 4:00 pm on October 12, 2023. The email must include name, address, phone # and email to be recognized properly. Written comments will be provided to Council.

**8. PRESENTATION**

8.1. Capital Improvement Projects Presentation - Update (Matt Rector)

**9. PUBLIC HEARINGS AND RELATED ACTION**

9.1. Conduct a public hearing and consider possible action on Ordinance No. O-2023-071 regarding a Co-Op Planned Unit Development Amendment, 35.102 acres, more or less, located on US 79 West at CoOp Blvd (First Reading) (Ashley Bailey)

9.2. Conduct a public hearing and possible action on Ordinance No. O-2023-033 for the proposed Specific Use Permit request for the property known as 901 Ed Schmidt Boulevard, to allow a drive-through facility (UDC 10.304.10) (Ashley Bailey)

**10. BOARDS AND COMMISSIONS ACTION**



- 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.

## **11. RESOLUTIONS**

- 11.1. Consideration and possible action on Resolution No. R-2023-252 adopting the City of Hutto Sponsorship Policy (Community Experience and Engagement Hub)
- 11.2. Consideration and possible action on Resolution No. R-2023-266 allowing for payment from the Utility Fund balance prior to issuance of FY24 Certificates of Obligation for Water and Wastewater projects with reimbursement to the Utility Fund from issued bond proceeds (Anne LaMere)

## **12. OTHER BUSINESS**

- 12.1. Consideration and possible action on Ordinance No. O-2023-062 for the proposed Specific Use Permit request for the property known as 4037 FM 1660 (North), to allow an elevated water pump station (UDC 10.304.8) (Second Reading) (James Earp / Ashley Bailey)
- 12.2. Discussion and possible action authorizing release of memo relating to Article 6, Recall of the Hutto City Charter (Legal)

## **13. CONSENT AGENDA ITEMS**

- 13.1. Consideration and possible action on Resolution No. R-2023-231 approving the amendment to Individual Project Order (IPO) 2023-06 with STV for professional services to include the design for the South East Loop Wastewater Interceptor Project (Capital Improvement Project WW10-2023) in the amount of \$1,872,629.02 (Matt Rector)
- 13.2. Consideration and possible action on Resolution No. R-2023-255 authorizing the City Manager to execute an Individual Project Order (IPO) with K Friese and Associates in the amount of \$877,032.06 for the Exchange BLVD project (Matt Rector)
- 13.3. Consideration and possible action on Resolution No. R-2023-237 authorizing the City Manager to execute an Individual Project Order (IPO) with Freese and Nichols, Inc. in the amount of \$831,016 for the CR 199 Reconstruction project (Matt Rector)
- 13.4. Consideration and possible action on Resolution No. R-2023-260 approving the amendment to Individual Project Order (IPO) 2023-06 with DCS Engineering for professional services to include the design for the SmartBall Testing, Pressure Testing, and Iron Removal (CIP Project No. W-016) in the amount of \$643,860 (Matt Rector)
- 13.5. Consideration and possible action on Resolution No. R-2023-262 to award Unity Mowing Services a 6 month purchase order for mowing of Parks, Right of Ways, and Legends of Hutto Drainage areas in the amount of \$255,465. (Rick Coronado & Jeff White)
- 13.6. Consideration and possible action on Resolution No. R-2023-233 authorizing the City Manager to execute an Individual Project Order (IPO) with TranSystems Corporation Consultants in the amount of \$283,626 for the Exchange BLVD at Limmer Loop Intersection Improvements project (Matt Rector)
- 13.7. Consideration and possible action on Resolution No. R-2023-253 authorizing the City Manager to execute an Individual Project Order (IPO) with K Friese and Associates in the amount of \$250,000, for the Drainage Master Plan Update project (Matt Rector)

- 13.8. Consideration and possible action on Resolution No. R-2023-229 authorizing the City Manager to execute an Individual Project Order (IPO) with Freese and Nichols, Inc. in the amount of \$180,000 for the Mobility Master Plan Update project (Matt Rector)
- 13.9. Consideration and possible action on Resolution No. R-2023-220 authorizing the City Manager to execute an Individual Project Order (IPO) with WSB LLC in the amount of \$134,000 for the D01-2024 Legends of Hutto Drainage Ditches project (Matt Rector)
- 13.10. Consideration and possible action on Resolution No. R-2023-263 authorizing the City Manager to execute an Individual Project Order (IPO) with Cobb-Fendley and Associates in the amount of \$134,038 for Surveying and Utility Engineering on the Exchange BLVD project (Matt Rector)
- 13.11. Consideration and possible action on Resolution No. R-2023-239 authorizing the City Manager to execute an Individual Project Order (IPO) with Kimley-Horn, and Associates, Inc. in the amount of \$132,000.00 for the Water and Wastewater Impact Fees project (Matt Rector)
- 13.12. Consideration and possible action on Resolution No. R-2023-238 authorizing the City Manager to execute an Individual Project Order (IPO) with Freese and Nichols, Inc. in the amount of \$110,000.00 for the Traffic Impact Fee Study Update project (Matt Rector)
- 13.13. Consideration and possible action on Resolution No. R-2023-257 authorizing the City Manager to execute an Individual Project Order (IPO) with SURVEYING AND MAPPING, LLC., in the amount of \$99,886.50, for Surveying Services on the CR 199 Reconstruction project (Matt Rector)
- 13.14. Consideration and possible action on Resolution No. R-2023-261 authorizing the City Manager to execute an Individual Project Order (IPO) with Cobb Fendley and Associates, Inc. in the amount of \$86,108 for the CR 199 Reconstruction project (Matt Rector)
- 13.15. Consideration and possible action on Resolution No. R-2023-265 authorizing the City Manager to execute an Individual Project Order (IPO) with MWM DesignGroup in the amount of \$30,000.00 for Architecture and Landscape Architecture Services on the Brushy Creek Amphitheater project (Matt Rector)
- 13.16. Consideration and possible action on Resolution No. R-2023-256 authorizing the City Manager to execute an Individual Project Order (IPO) with Braun Inertec, Inc. in the amount of \$20,631 for Geotechnical Services on the CR 199 Reconstruction project (Matt Rector)
- 13.17. Consideration and possible action on Resolution No. R-2023-264 authorizing the City Manager to execute an Individual Project Order (IPO) with Rock Engineering in the amount of \$18,940.00 for Geotechnical Engineering on the Exchange BLVD project (Matt Rector)
- 13.18. Consideration and possible action on approving the September 21, 2023 and September 28, 2023 City Council meeting minutes (Angela Lewis)
- 13.19. Consider action on Ordinance No. O-2023-063 for the proposed amendment to the Townwest Commons Planned Unit Development (PUD), 18.83 acres, more or less, of land, located northwest of US79 and Ed Schmidt Blvd (Second Reading) (Ashley Bailey)
- 13.20. Consideration and possible action on approval of Ordinance No. O-2023-067 regarding

Blanket Purchase Orders (Second Reading) (Anne LaMere)

**14. 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).

- 14.1. Receive legal advice pursuant to Texas Government Code Section 551.071 (Consultation with Attorney relating to Preserve Hutto, LLC TPDES Permit No. WQ0016145001 and authorizing the filing of a request for a contested case hearing
- 14.2. Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims, Pending Litigation, Potential Litigation, and City Council Legal Requests.

**15. ACTION RELATIVE TO EXECUTIVE SESSION**

- 15.1. Consideration and possible action on Executive Session Items

**16. 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.

- 16.1. General Comments from City Council
- 16.2. Future Agenda Items
- 16.3. Future Additional or Rescheduled meetings as allowed by Hutto City Code Section 1.02.033 Additional or Rescheduled Meetings

**17. ADJOURNMENT**

**18. CERTIFICATION**

I certify that this notice of the October 12, 2023 Hutto City Council meeting was posted on the City of Hutto website and the City Hall bulletin board of the City of Hutto on October 6, 2023 before 5:00 P.M.



  
Amanda Taylor

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.Lewis@huttotx.gov](mailto:Angela.Lewis@huttotx.gov) or call (512) 759-4033 for assistance.



## A PROCLAMATION RECOGNIZING DOMESTIC VIOLENCE AWARENESS MONTH

**WHEREAS**, DOMESTIC VIOLENCE IS A SERIOUS AND PERVASIVE CRIME AFFECTING MORE THAN 10 MILLION PEOPLE IN THE UNITED STATES EVERY YEAR; AND

**WHEREAS**, INTIMATE PARTNER VIOLENCE REMAINS ONE OF THE MOST PREVALENT, YET UNDERREPORTED CRIMES IN THE NATION. ON AVERAGE, NEARLY TWENTY PEOPLE PER MINUTE ARE PHYSICALLY HARMED BY AN INTIMATE PARTNER IN THE UNITED STATES. ONE IN THREE TEXANS WILL EXPERIENCE DOMESTIC VIOLENCE IN THEIR LIFETIME; AND

**WHEREAS**, RACISM, SEXISM, HOMOPHOBIA, TRANSPHOBIA, AGEISM AND DISCRIMINATION BASED ON PHYSICAL ABILITY, NATIONALITY OR OTHER FACTORS HELP TO PERPETUATE DOMESTIC VIOLENCE AND MAKE FINDING HELP AND SAFETY DIFFICULT FOR MANY VICTIMS; AND

**WHEREAS**, ENDING DOMESTIC VIOLENCE AND INTIMATE PARTNER VIOLENCE REQUIRES COMMUNITY AWARENESS, THE COURAGE AND SAFETY OF SURVIVORS, CIVIC ENGAGEMENT, THE SUPPORT OF HEALTHCARE SYSTEMS, THE COLLABORATIVE EFFORTS OF LAW ENFORCEMENT, THE JUSTICE SYSTEM, SAFE SHELTERS, AND VICTIM ADVOCATES; AND

**WHEREAS**, THE CITY OF HUTTO JOINS OTHERS ACROSS THE GREAT STATE OF TEXAS AND THE NATION IN SUPPORTING VICTIMS OF DOMESTIC VIOLENCE, AS WELL AS LOCAL PROGRAMS, STATE COALITIONS, NATIONAL ORGANIZATIONS, AND OTHER AGENCIES NATIONWIDE WHO ARE COMMITTED TO INCREASING PUBLIC AWARENESS OF DOMESTIC VIOLENCE AND SENDING A CLEAR MESSAGE TO ABUSERS THAT DOMESTIC VIOLENCE IS NOT TOLERATED IN OUR COMMUNITIES;

**THEREFORE** WE CALL UPON ALL HUTTO CITIZENS, CITY LEADERS, LAW ENFORCEMENT, THE DISTRICT ATTORNEY AND COUNTY ATTORNEY'S OFFICES, HEALTH AND HUMAN SERVICES OFFICIALS, NON-PROFIT ORGANIZATIONS, EDUCATION INSTITUTIONS, ADVOCATES, AND ALL DIRECT CARE PROGRAMS, TO SPEAK OUT AGAINST DOMESTIC VIOLENCE, AND ACTIVELY SUPPORT PREVENTATIVE EFFORTS IN WILLIAMSON, COUNTY, TEXAS; BY ASSISTING FAMILY, FRIENDS AND NEIGHBORS WHO ARE SURVIVORS OF VIOLENT CRIMES, TO FIND SAFETY AND LIVE THEIR LIVES FREE FROM HARM;



**NOW, THEREFORE,** WE, THE CITY COUNCIL OF THE CITY OF HUTTO, DO HERBY PROCLAIM OCTOBER, AS:

**DOMESTIC VIOLENCE AWARENESS MONTH**

IN THE CITY OF HUTTO.

**CITY OF HUTTO, TEXAS**

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MIKE SNYDER, MAYOR



## A PROCLAMATION RECOGNIZING BULLYING PREVENTION MONTH

**WHEREAS**, BULLYING IS DEFINED AS UNWANTED AGGRESSIVE BEHAVIOR OR INTIMIDATION THAT MAY INFLICT PHYSICAL, PSYCHOLOGICAL OR SOCIAL HARM ON A PERSON OR GROUP OF PEOPLE; AND

**WHEREAS**, BULLYING HAS BECOME INCREASINGLY PREVALENT AND DAMAGING TO CHILDREN AND ADULTS, ESPECIALLY THROUGH THE USE OF TECHNOLOGY, ALSO KNOWN AS CYBERBULLYING; AND

**WHEREAS**, VARIOUS RESEARCHERS HAVE CONCLUDED THAT BULLYING IS THE MOST COMMON FORM OF VIOLENCE, AFFECTING MILLIONS OF AMERICAN CHILDREN AND ADOLESCENCE ANNUALLY; AND

**WHEREAS**, TARGETS OF BULLYING ARE MORE LIKELY TO ACQUIRE PHYSICAL, EMOTIONAL, AND LEARNING PROBLEMS AND STUDENTS WHO ARE REPEATEDLY BULLIED OFTEN FEAR SUCH ACTIVITIES AS RIDING THE BUS, GOING TO SCHOOL, AND ATTENDING COMMUNITY ACTIVITIES; AND

**WHEREAS**, WE, AS A CITY COUNCIL, ALL AGREE THAT UNWANTED AGGRESSIVE BEHAVIOR HAS NO PLACE IN OUR COMMUNITY AND THAT WE ARE COMMITTED TO OFFERING ALL RESIDENTS AN ENVIRONMENT THAT HOLDS PROMISE, PROVIDES SECURITY AND GIVES RESIDENTS AN OPPORTUNITY TO LIVE, WORK, PLAY AND LEARN; AND

**WHEREAS**, AT A TIME WHEN ENGAGING IN CIVIC AFFAIRS HAS BECOME INCREASINGLY DIVISIVE, LOCAL GOVERNMENTS HAVE AN OPPORTUNITY TO DEMONSTRATE HOW PEOPLE FROM ALL BACKGROUNDS AND PERSPECTIVES CAN COME TOGETHER IN CIVIL DISCOURSE; AND,

**WHEREAS**, COMMUNITIES ACROSS THE UNITED STATES ARE COMMEMORATING “BULLYING PREVENTION MONTH” IN OCTOBER, CHALLENGING PEOPLE OF ALL AGES TO PLEDGE TO END UNWANTED AGGRESSIVE BEHAVIOR.

**NOW, THEREFORE,** WE, THE CITY COUNCIL OF THE CITY OF HUTTO, DO HERBY PROCLAIM OCTOBER 2023 AS:

**BULLYING PREVENTION MONTH**

AND ENCOURAGE ALL HUTTO RESIDENTS TO WORK TOWARD THE PREVENTION OF BULLYING AND CONSIDER PLEDGING TO BE PART OF THE SOLUTION TO END BULLYING IN ALL ITS FORMS.

**CITY OF HUTTO, TEXAS**

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MIKE SNYDER, MAYOR



## CIP Progress Update

# T02-2023 FM 1660 North at US 79 (HNTB)

Status

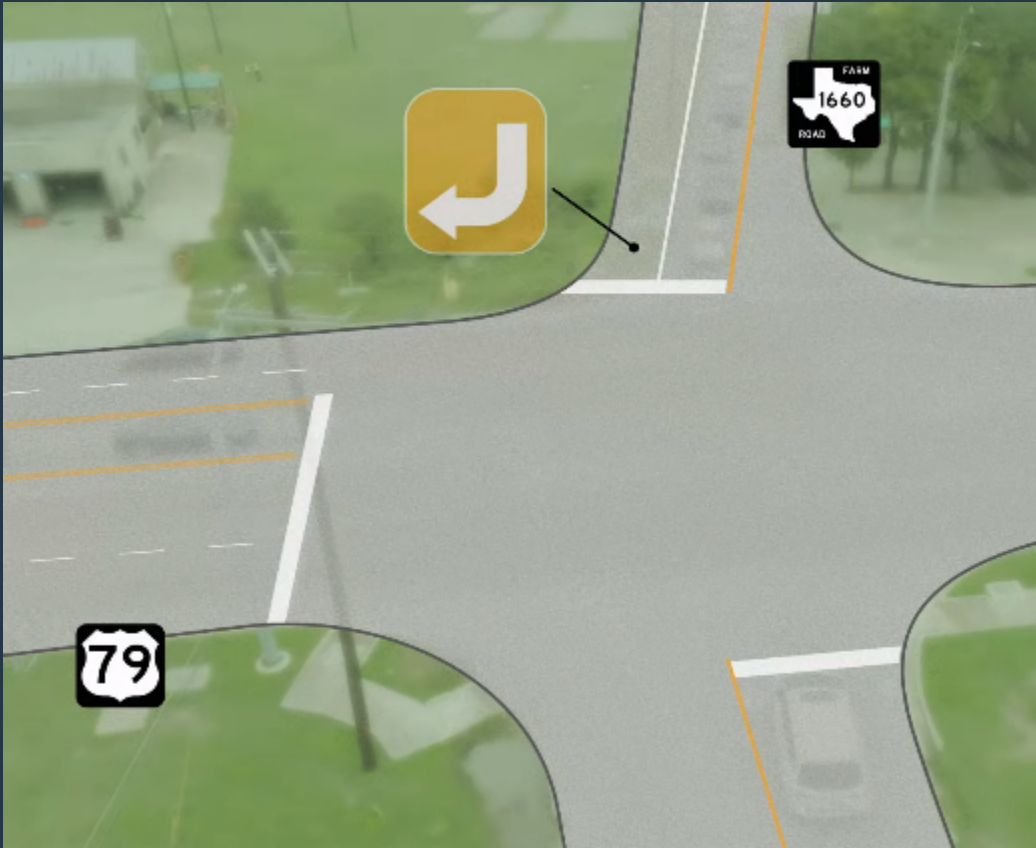
- Striping Complete

What's Next

- Construction Completion
- Project Closeout

Anticipated Timeline

- Completion: CY23, Q4



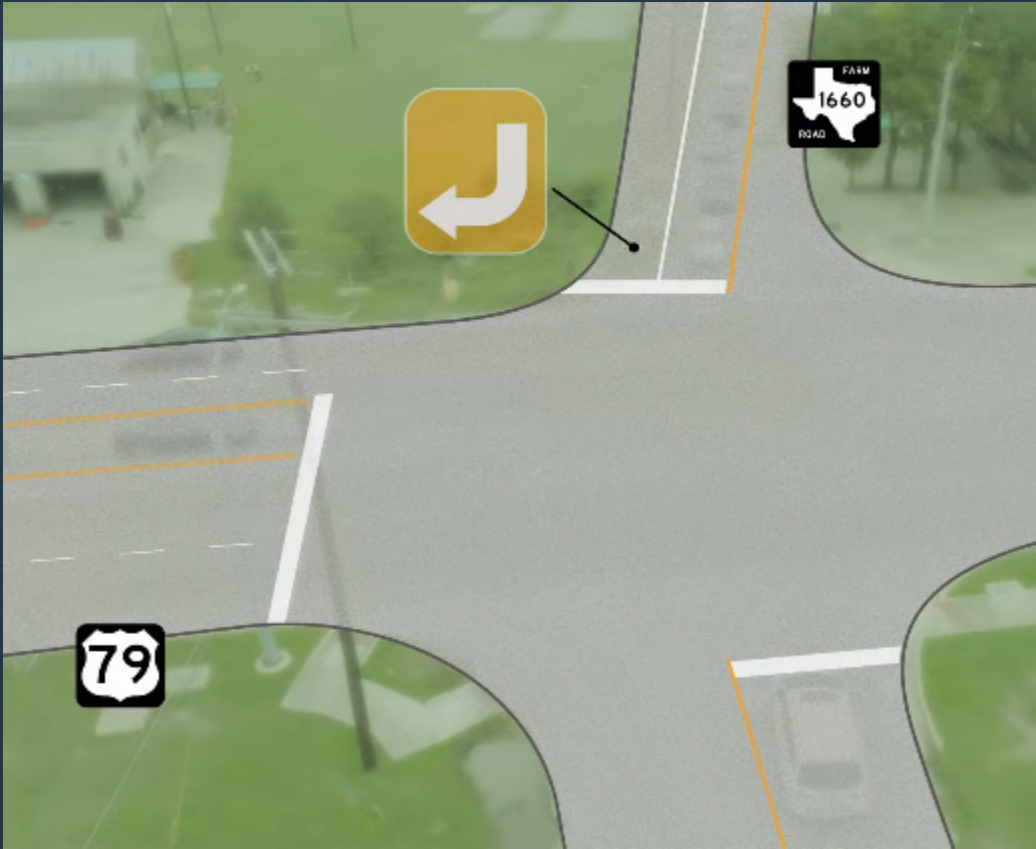
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# T02-2023 FM 1660 North at US 79 (HNTB)

|                                            |              |
|--------------------------------------------|--------------|
| FY 24 CIP Budget                           | \$0          |
| Encumbered FY 24                           | \$0          |
| Spent to Date FY 24                        | \$0          |
| FY 24 Budget Remaining (Budget-Encumbered) | \$0          |
| Project Estimate                           | \$1,870,606  |
| Prior Year Expenditures                    | \$4,172,080* |
| Project Total Encumbered                   | \$4,449,100* |
| Project Total Spent                        | \$4,172,080* |

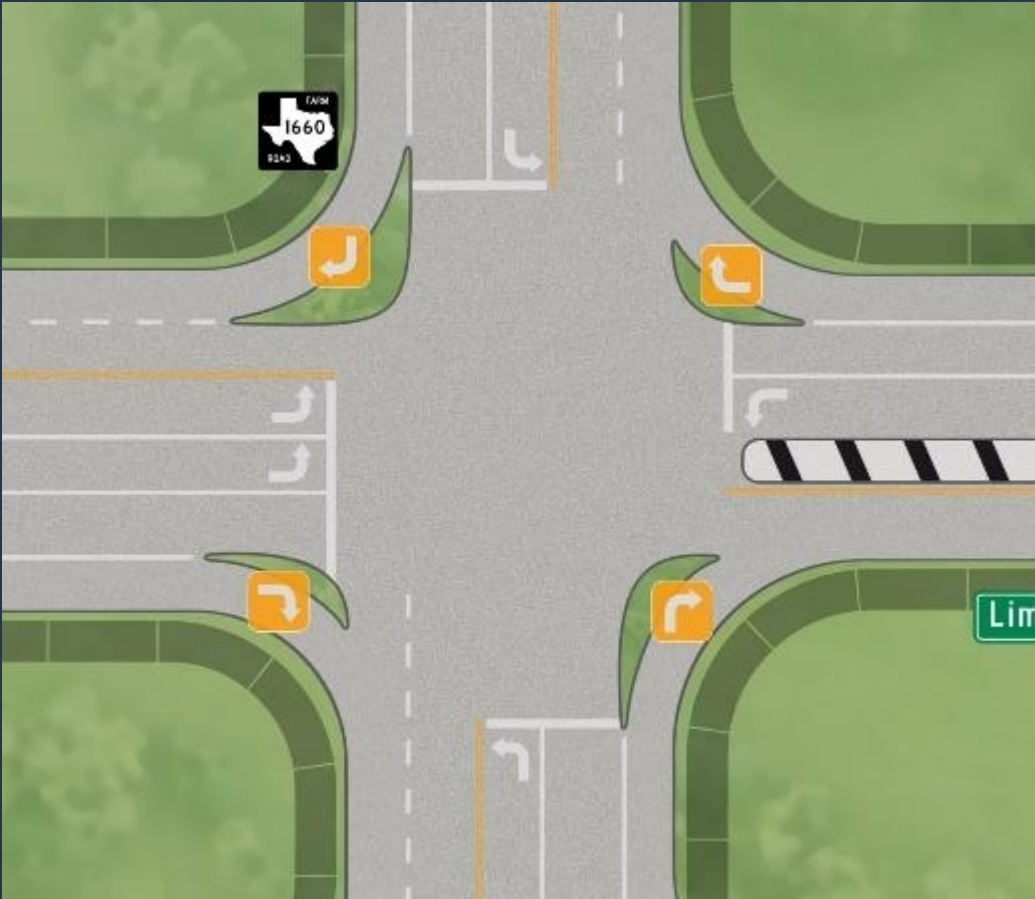
\* Prior years had all HNTB projects on a single PO so determining the actuals for individual projects is not possible.



# T03-2023 FM 1660 at Limmer Loop (HNTB)

- Status
- NTP issued on 10/6/2023
  - Utility Construction

- What's Next
- Utility completion
  - Road construction
  - Complete construction
  - Project closeout
- Anticipated Timeline
- Design completion: CY23, Q2
  - Bid start: CY23, Q3
  - Construction start: CY23, Q4
  - Completion: CY24, Q3



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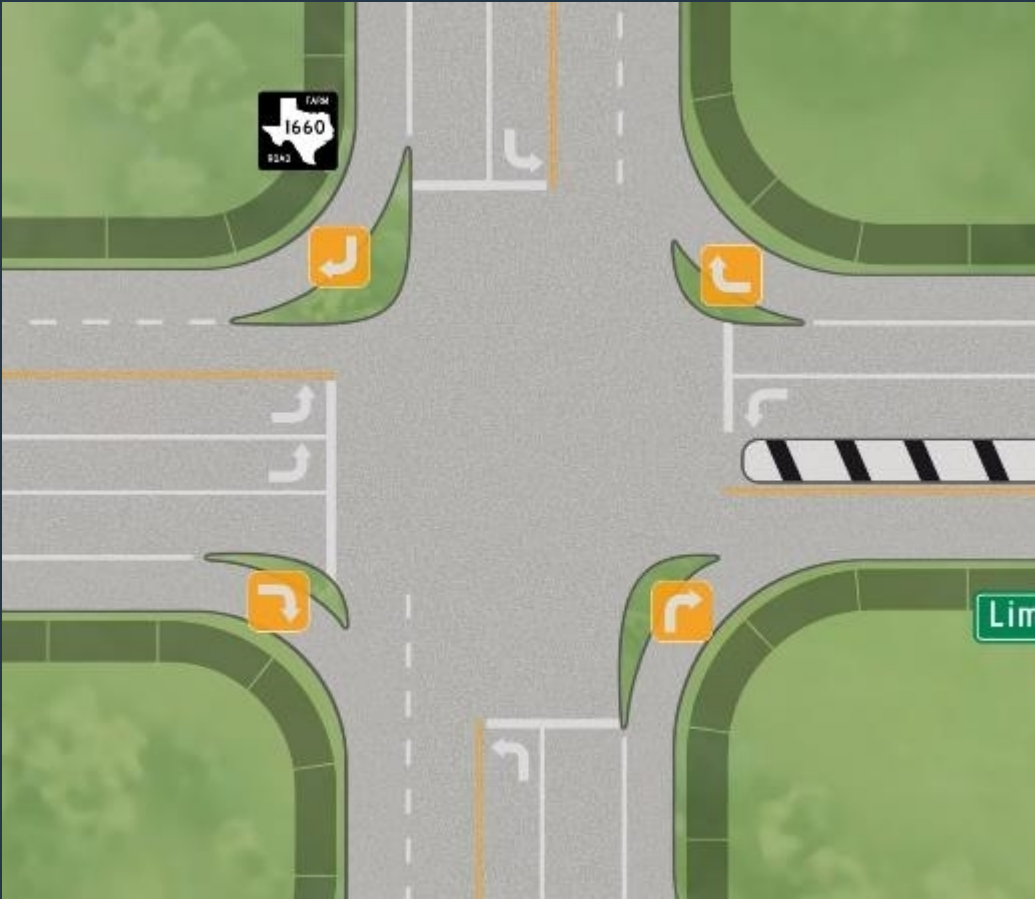




# T03-2023 FM 1660 at Limmer Loop (HNTB)

|                                                |              |
|------------------------------------------------|--------------|
| FY 24 CIP Budget                               | \$7,567,797  |
| Encumbered FY 24                               | \$7,691,394  |
| Spent to Date FY 24                            | \$0          |
| FY 24 Budget Remaining (Budget-<br>Encumbered) | \$7,567,797  |
| Project Estimate                               | \$7,884,001  |
| Prior Year Expenditures                        | \$5,054,086* |
| Project Total Encumbered                       | \$3,689,206* |
| Project Total Spent                            | \$5,054,086* |

\* Total budget can't be easily determined due to previous purchase order issuance and set up





# W04-2023 Megasite Water Lines Ph I (CP&Y)

## Status

- 100% Design Complete
- Evaluating Bids

## What's Next

- Acquire Easements
- Award Contract
- Construction

## Anticipated Timeline

- Design: CY23, Q3
- Bid: CY23, Q4
- Construction: CY23, Q4
- Completion: CY24, Q3



# W04-2023 Megasite Water Lines Ph I (CP&Y)

|                                            |              |
|--------------------------------------------|--------------|
| FY 24 CIP Budget                           | \$17,808,791 |
| Encumbered FY 24                           | \$0          |
| Spent to Date FY 24                        | \$0          |
| FY 24 Budget Remaining (Budget-Encumbered) | \$17,808,791 |
| Project Estimate                           | \$17,808,791 |
| Prior Year Expenditures                    | \$687,490    |
| Project Total Encumbered                   | \$737,927    |
| Project Total Spent                        | \$687,490    |



# WW02-2023 South WWTP Capacity Rerate Study (Garver)

Status TCEQ Public Comment Period is complete with no comments

What's Next Get final permit from TCEQ

Anticipated Timeline

- Study Started: CY22, Q4
- Completion: CY23, Q4



# WW02-2023 South WWTP Capacity Rerate Study (Garver)

|                                            |          |
|--------------------------------------------|----------|
| FY 24 CIP Budget                           | \$0      |
| Encumbered FY 24                           | \$0      |
| Spent to Date FY 24                        | \$0      |
| FY 24 Budget Remaining (Budget-Encumbered) | \$0      |
| Project Estimate                           | \$47,472 |
| Prior Year Expenditures                    | \$46,865 |
| Project Total Encumbered                   | \$47,472 |
| Project Total Spent                        | \$46,865 |



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CIP  
TRANSPORTATION

# TOI-REFY ANNUAL SIDEWALK CONSTRUCTION (TBD)

Status

- Working with PW to determine priorities

What's Next

- Site selection
- Design
- Construction

Anticipated Timeline

- Design Start: CY23, Q4
- Bidding: CY 24, Q2
- Construction: CY 24, Q3
- Completion: CY25, Q2



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**Building  
the Future**



# TOI-REFY ANNUAL SIDEWALK CONSTRUCTION (TBD)

|                                            |             |
|--------------------------------------------|-------------|
| FY 24 CIP Budget                           | \$250,000   |
| Encumbered FY 24                           | \$0         |
| Spent to Date FY 24                        | \$0         |
| FY 24 Budget Remaining (Budget-Encumbered) | \$250,000   |
| Five Year CIP Estimate                     | \$2,450,000 |
| Prior Year Expenditures                    | \$0         |
| Project Total Encumbered                   | \$0         |
| Project Total Spent                        | \$0         |

\* Prior years had all HNTB projects on a single PO so determining the actuals for individual projects is not possible.



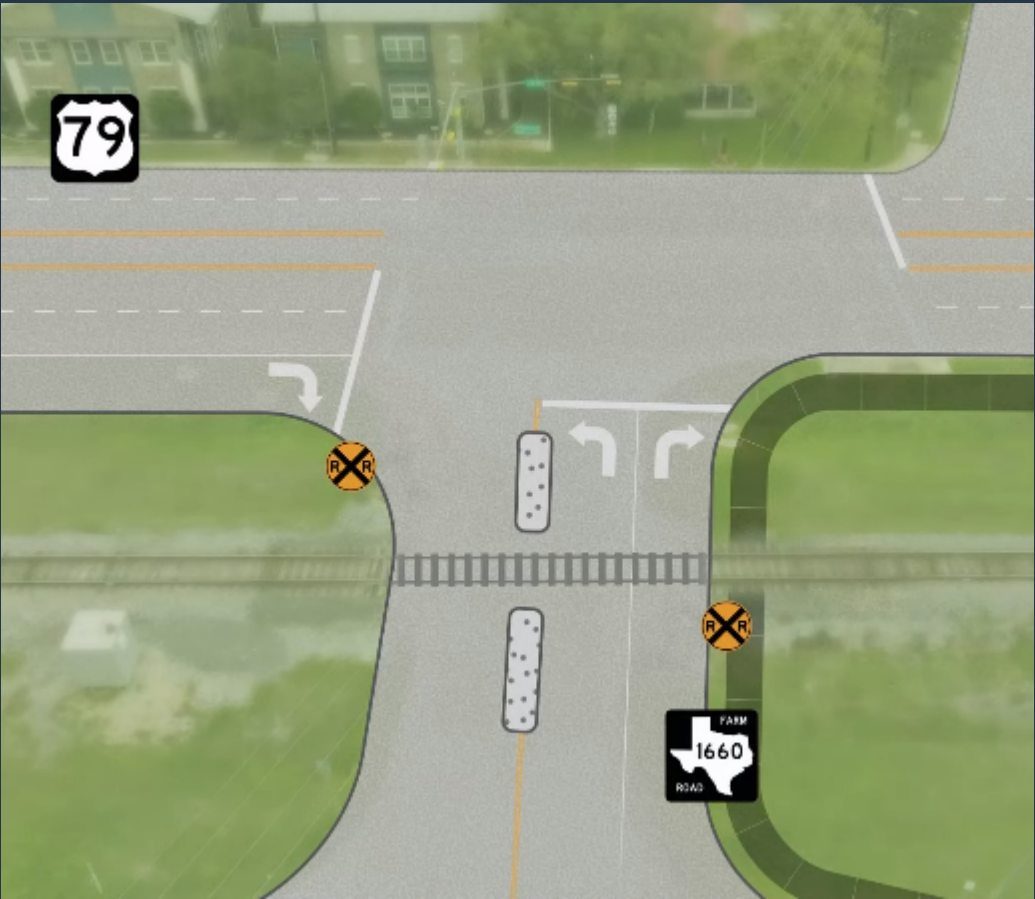


# T04-2023 FM 1660 South at US 79 (HNTB)

Status 95% plans are in review. Waiting for approvals from UPRR and TxDOT

What's Next Prepare 100% Plans. Completion of CMA between TxDOT and UPRR

- Anticipated Timeline
- Design 95% Complete
  - Bid: CY24, Q1
  - Start Construction: CY24, Q2
  - Completion: CY25, Q2



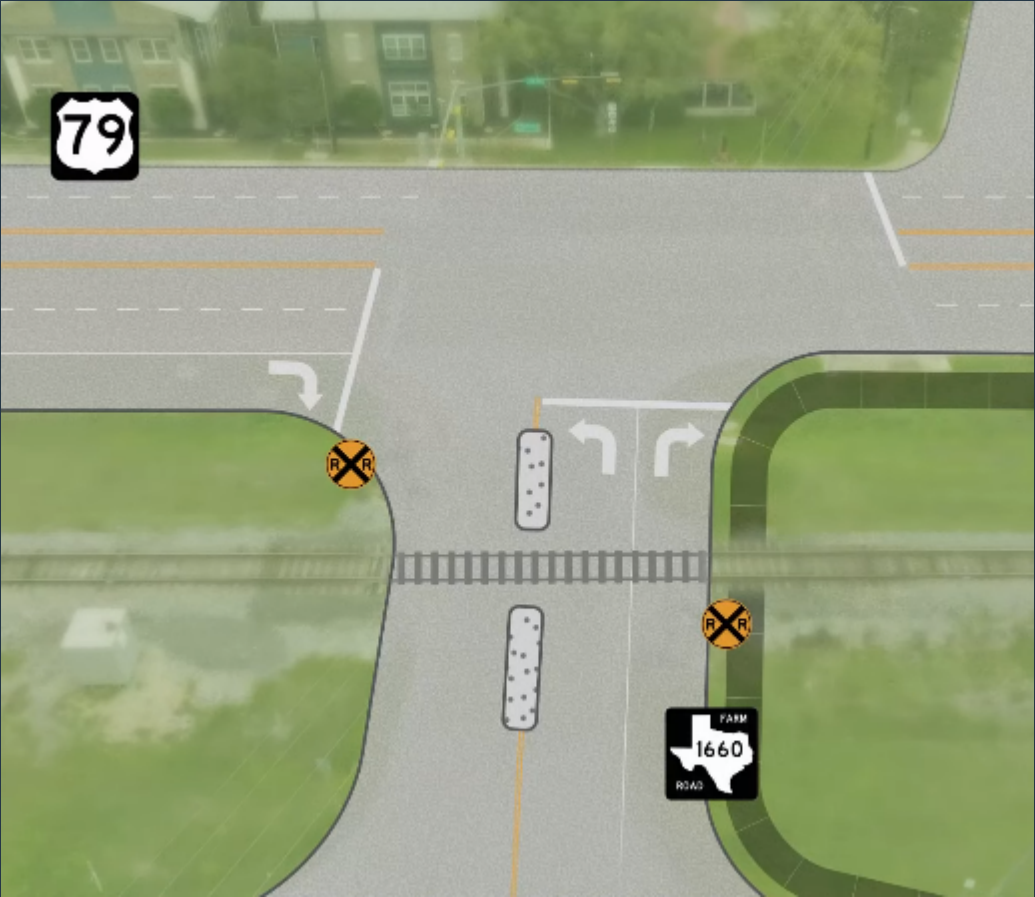
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# T04-2023 FM 1660 South at US 79 (HNTB)

|                                                |              |
|------------------------------------------------|--------------|
| FY 24 CIP Budget                               | \$3,181,600  |
| Encumbered FY 24                               | \$0          |
| Spent to Date FY 24                            | \$0          |
| FY 24 Budget Remaining (Budget-<br>Encumbered) | \$0          |
| Project Estimate                               | \$4,158,600  |
| Prior Year Expenditures                        | \$3,836,179* |
| Project Total Encumbered                       | \$3,841,725* |
| Project Total Spent                            | \$3,836,179* |

\* Total budget can't be easily determined due to previous purchase order issuance and set up



# T05-2023 CR 137 from FM 1660 to Brushy Creek (Garver)

Status

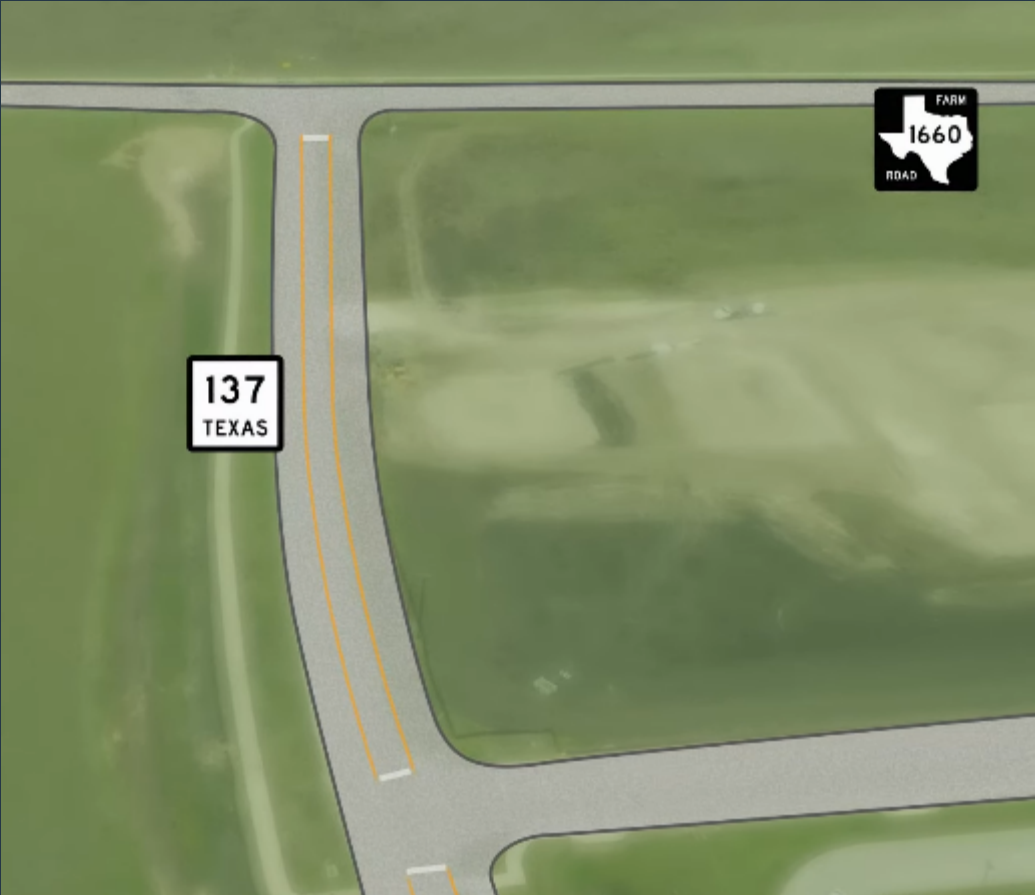
- Waiting for ICE results from TxDOT

What's Next

- Get concurrence from TxDOT
- Proceed with 60% Design

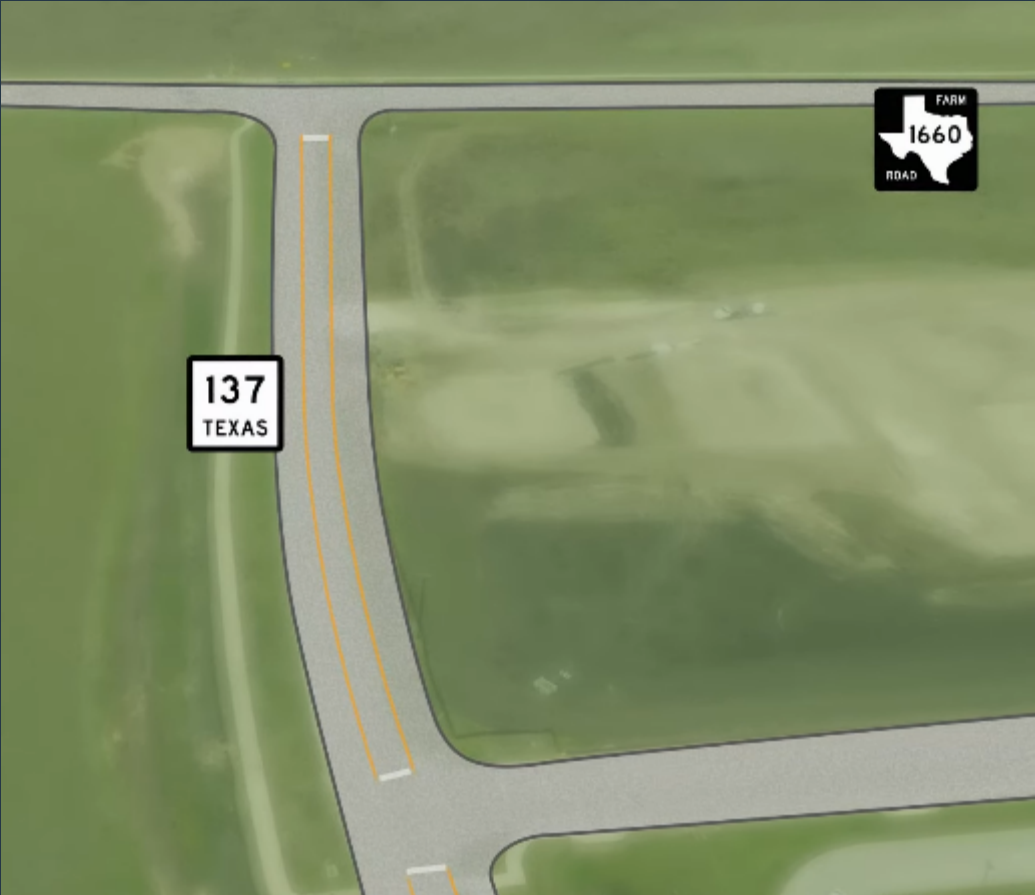
Anticipated Timeline

- Design: CY22, Q4
- Public Meetings Completed
- Bid: TBD
- Construction Start: TBD
- Completion: TBD



# T05-2023 CR 137 from FM 1660 to Brushy Creek (Garver)

|                                            |              |
|--------------------------------------------|--------------|
| FY 24 CIP Budget                           | \$500,000    |
| Encumbered FY 24                           | \$0          |
| Spent to Date FY 24                        | \$0          |
| FY 24 Budget Remaining (Budget-Encumbered) | \$0          |
| Project Estimate                           | \$19,846,681 |
| Prior Year Expenditures                    | \$391,528    |
| Project Total Encumbered                   | \$743,307    |
| Project Total Spent                        | \$391,528    |



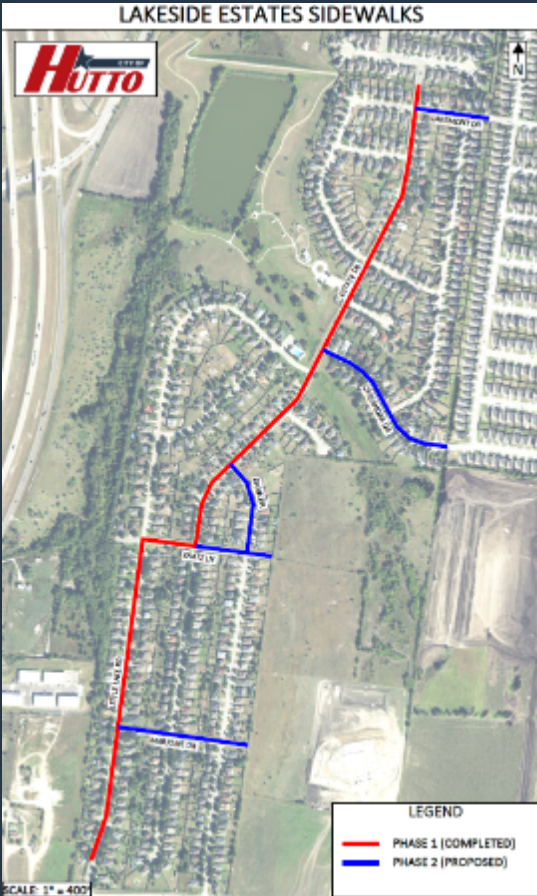


# T06-2023 Lakeside Estates Sidewalks Phase 2 (Freese Nichols) Phase 3 (TranSystems)

Status Construction of Phase 2

What's Next Completion of Phase 2  
Begin Design of Phase 3

- Anticipated Timeline
- Design: CY23, Q4
  - Bid: CY24, Q2
  - Construction Start Ph 3: CY24, Q3
  - Completion Ph 2: CY23, Q4
  - Completion Ph 3: CY24, Q4

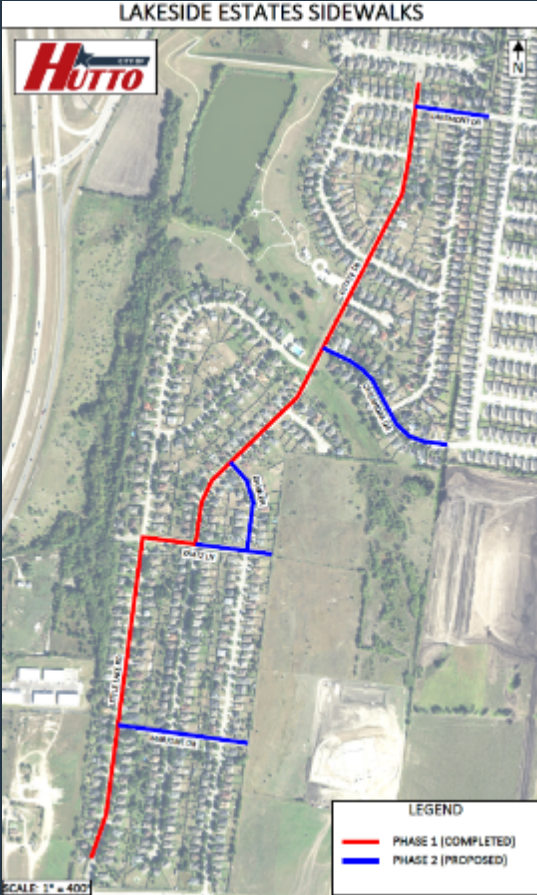


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# T06-2023 Lakeside Estates Sidewalks Phase 2 (Freese Nichols) Phase 3 (TranSystems)

|                                                |             |
|------------------------------------------------|-------------|
| FY 24 CIP Budget                               | \$250,000   |
| Encumbered FY 24                               | \$128,184   |
| Spent to Date FY 24                            | \$0         |
| FY 24 Budget Remaining (Budget-<br>Encumbered) | \$121,816   |
| Project Estimate                               | \$3,162,010 |
| Prior Year Expenditures                        | \$722,484   |
| Project Total Encumbered                       | \$1,365,928 |
| Project Total Spent                            | \$722,484   |



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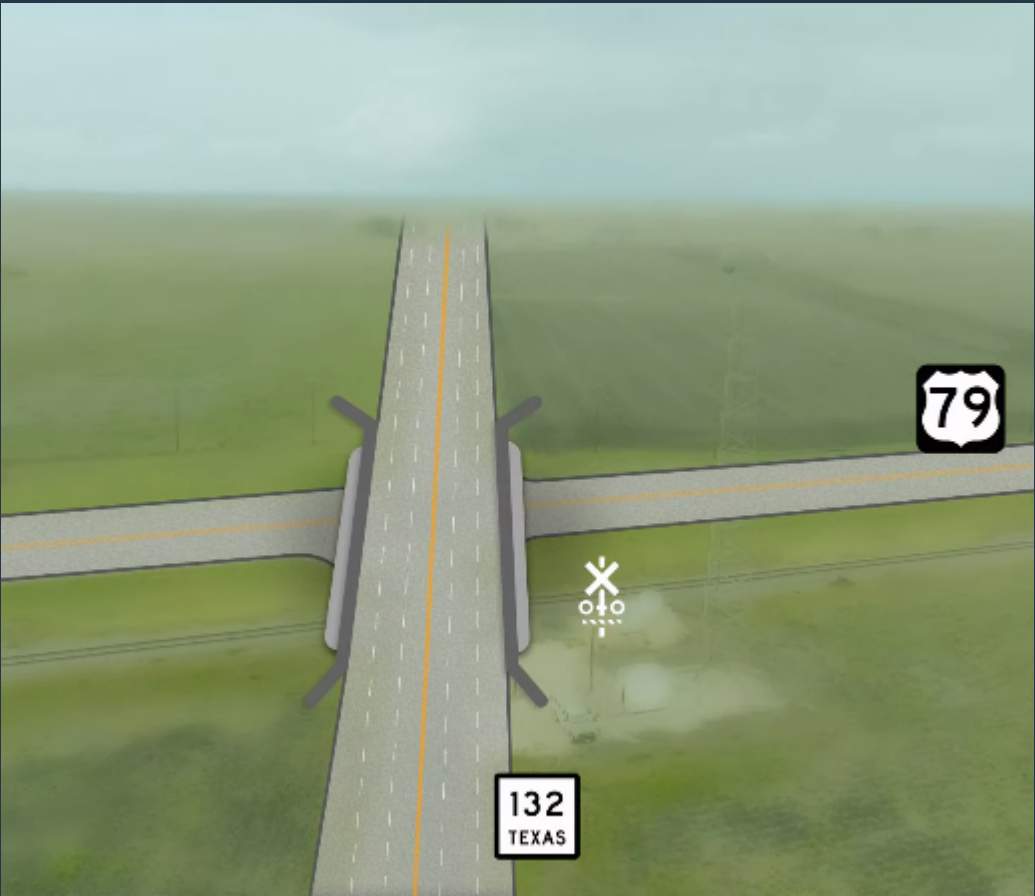


# T07-2023 CR 132 Overpass at US 79 (Garver)

- Status
- 30% design in progress
  - Coordination with TxDOT in progress

- What's Next
- 30% Design completion
  - UPRR Coordination
  - Oncor Coordination

- Anticipated Timeline
- Design: CY23, Q2
  - Bid: TBD
  - Construction: TBD
  - Completion: TBD



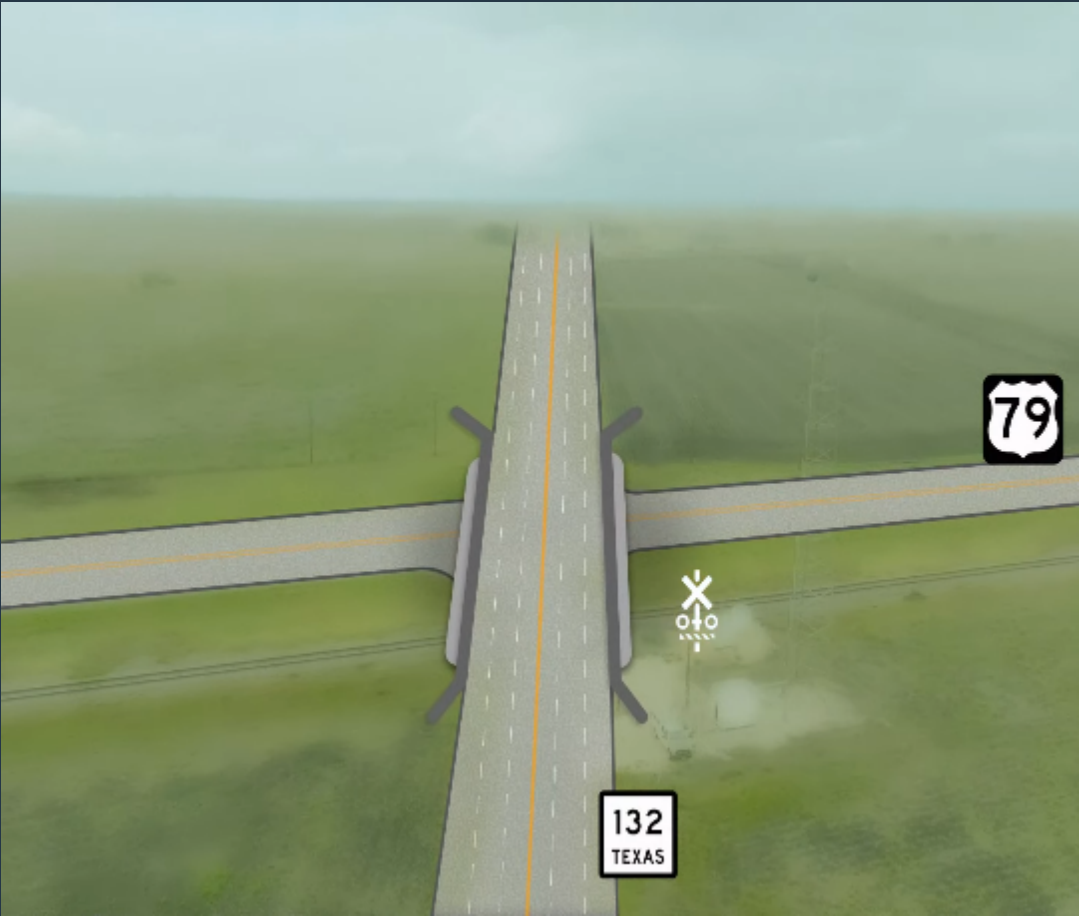
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# T07-2023 CR 132 Overpass at US 79 (Garver)

|                                            |              |
|--------------------------------------------|--------------|
| FY 24 CIP Budget                           | \$3,885,810  |
| Encumbered FY 24                           | \$0          |
| Spent to Date FY 24                        | \$0          |
| FY 24 Budget Remaining (Budget-Encumbered) | \$3,885,810  |
| Project Estimate                           | \$52,650,574 |
| Prior Year Expenditures                    | \$1,430,446* |
| Project Total Encumbered                   | \$2,034,435* |
| Project Total Spent                        | \$1,430,446* |

\* Total budget can't be easily determined due to previous purchase order issuance and set up



# T08-2023 Megasite East-West Arterial (K Friese)

Status 90% Design

## What's Next

- Finalize Design
- Bid
- Construction

## Anticipated Timeline

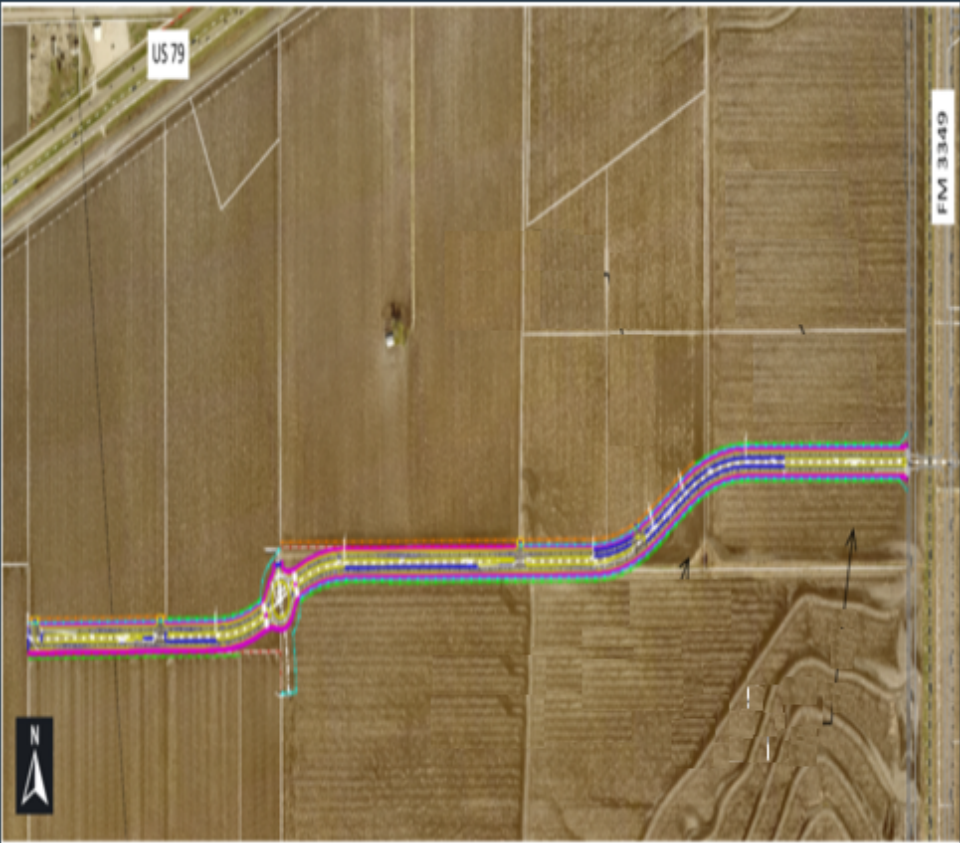
- Design: CY23, Q3
- Bid: CY23, Q4
- Construction Start: CY23, Q4
- Completion: CY24, Q3





# T08-2023 Megasite East-West Arterial (K Friese)

|                                            |              |
|--------------------------------------------|--------------|
| FY 24 CIP Budget                           | \$17,960,724 |
| Encumbered FY 24                           | \$0          |
| Spent to Date FY 24                        | \$0          |
| FY 24 Budget Remaining (Budget-Encumbered) | \$17,960,724 |
| Project Estimate                           | \$19,199,999 |
| Prior Year Expenditures                    | \$623,707    |
| Project Total Encumbered                   | \$1,239,275  |
| Project Total Spent                        | \$623,707    |



# T09-2023 Live Oak Street Pavement Reconstruction (Hejl, Lee)

|                      |                                                                                                                                                                    |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Status               | <ul style="list-style-type: none"><li>• Dry utility mapping complete</li><li>• Survey complete</li></ul>                                                           |
| What's Next          | <ul style="list-style-type: none"><li>• Finalize Base map</li><li>• Finalize dry trench</li></ul>                                                                  |
| Anticipated Timeline | <ul style="list-style-type: none"><li>• Design Restart: CY23, Q2</li><li>• Bid: CY 24 Q4</li><li>• Construction: CY 25 Q1</li><li>• Completion: CY 25 Q4</li></ul> |



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# T09-2023 Live Oak Street Pavement Reconstruction (Hejl, Lee)

|                                            |             |
|--------------------------------------------|-------------|
| FY 24 CIP Budget                           | \$0         |
| Encumbered FY 24                           | \$0         |
| Spent to Date FY 24                        | \$0         |
| FY 24 Budget Remaining (Budget-Encumbered) | \$0         |
| Project Estimate                           | \$5,350,000 |
| Prior Year Expenditures                    | \$550,910   |
| Project Total Encumbered                   | \$887,582   |
| Project Total Spent                        | \$550,910   |



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# T10-2023 Ed Schmidt – Safety and Operational Improvements

Status                      • Report presented to CC on 9/28/23

What’s Next                      Waiting for feedback from ESD and PD

- Anticipated Timeline
- Design: TBD
  - Bid: TBD
  - Construction: TBD
  - Completion: TBD



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# T10-2023 Ed Schmidt – Safety and Operational Improvements

|                                            |             |
|--------------------------------------------|-------------|
| FY 24 CIP Budget                           | \$650,000   |
| Encumbered FY 24                           | \$0         |
| Spent to Date FY 24                        | \$0         |
| FY 24 Budget Remaining (Budget-Encumbered) | \$650,000   |
| Project Estimate                           | \$1,700,000 |
| Prior Year Expenditures                    | \$24,659    |
| Project Total Encumbered                   | \$46,418    |
| Project Total Spent                        | \$24,659    |



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# TII-2023 Emory Farms Intersection (Studio 16:19)

Status

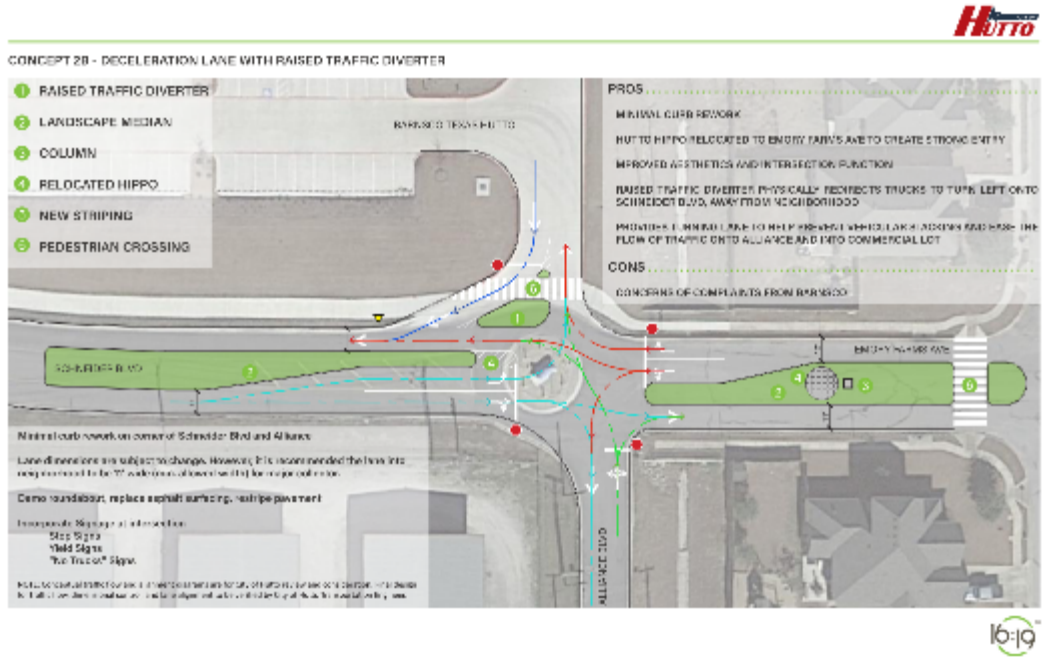
- Contract amendment awarded on 7/6/23

What's Next

- Design

Anticipated Timeline

- Design: CY23, Q2
- Bid: TBD
- Construction: TBD
- Completion: TBD

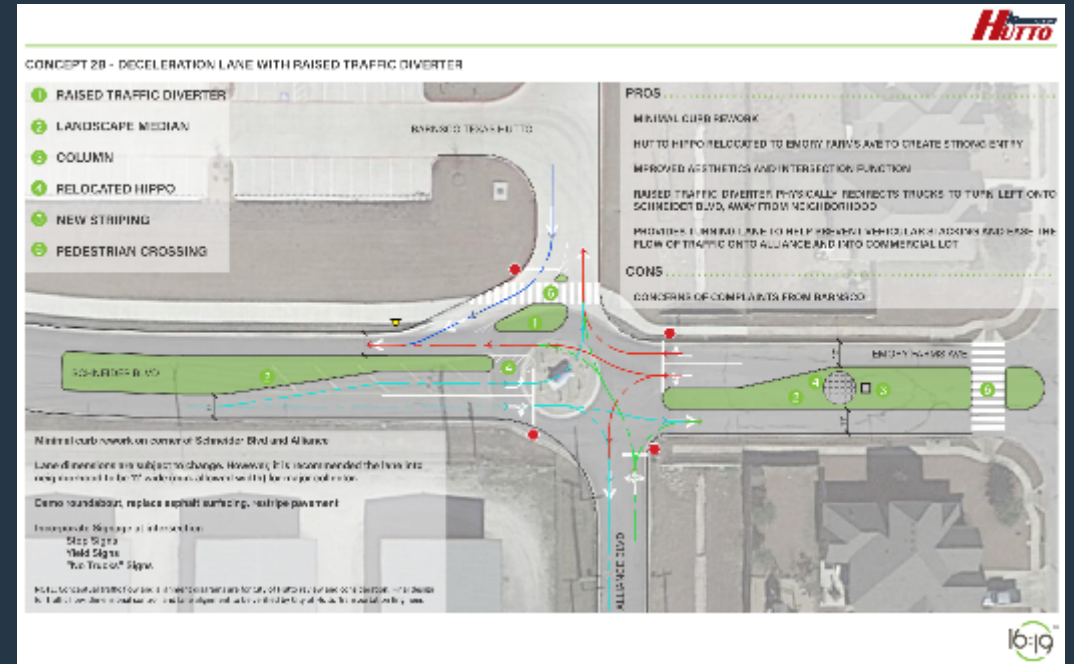


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# TII-2023 Emory Farms Intersection (Studio 16:19)

|                                                |           |
|------------------------------------------------|-----------|
| FY 23 CIP Budget                               | \$0       |
| Encumbered FY 23                               | \$25,300  |
| Spent to Date FY 23                            | \$0       |
| FY 23 Budget Remaining (Budget-<br>Encumbered) | \$0       |
| Project Estimate                               | \$450,000 |
| Prior Year Expenditures                        | \$0       |
| Project Total Encumbered                       | \$25,300  |
| Project Total Spent                            | \$0       |





# T12-2023 CR 199 Repairs

Status

- Complete

What's Next

Anticipated  
Timeline

- Design:
- Bid:
- Construction:
- Completion:

COMPLETE



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the Future**



# T12-2023 CR 199 Repairs

|                                            |           |
|--------------------------------------------|-----------|
| FY 24 CIP Budget                           | \$225,662 |
| Encumbered FY 24                           | \$0       |
| Spent to Date FY 24                        | \$0       |
| FY 24 Budget Remaining (Budget-Encumbered) | \$225,662 |
| Project Estimate                           | \$246,000 |
| Prior Year Expenditures                    | \$159,838 |
| Project Total Encumbered                   | \$159,838 |
| Project Total Spent                        | \$159,838 |



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# T13-2024 Innovation at Limmer (JMT)

Status

- Awarded design on 9/28/23

What's Next

- Field work
- Design

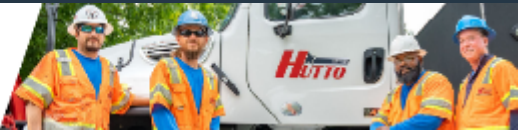
Anticipated Timeline

- Design: CY 24 Q4
- Bid:
- Construction:
- Completion:



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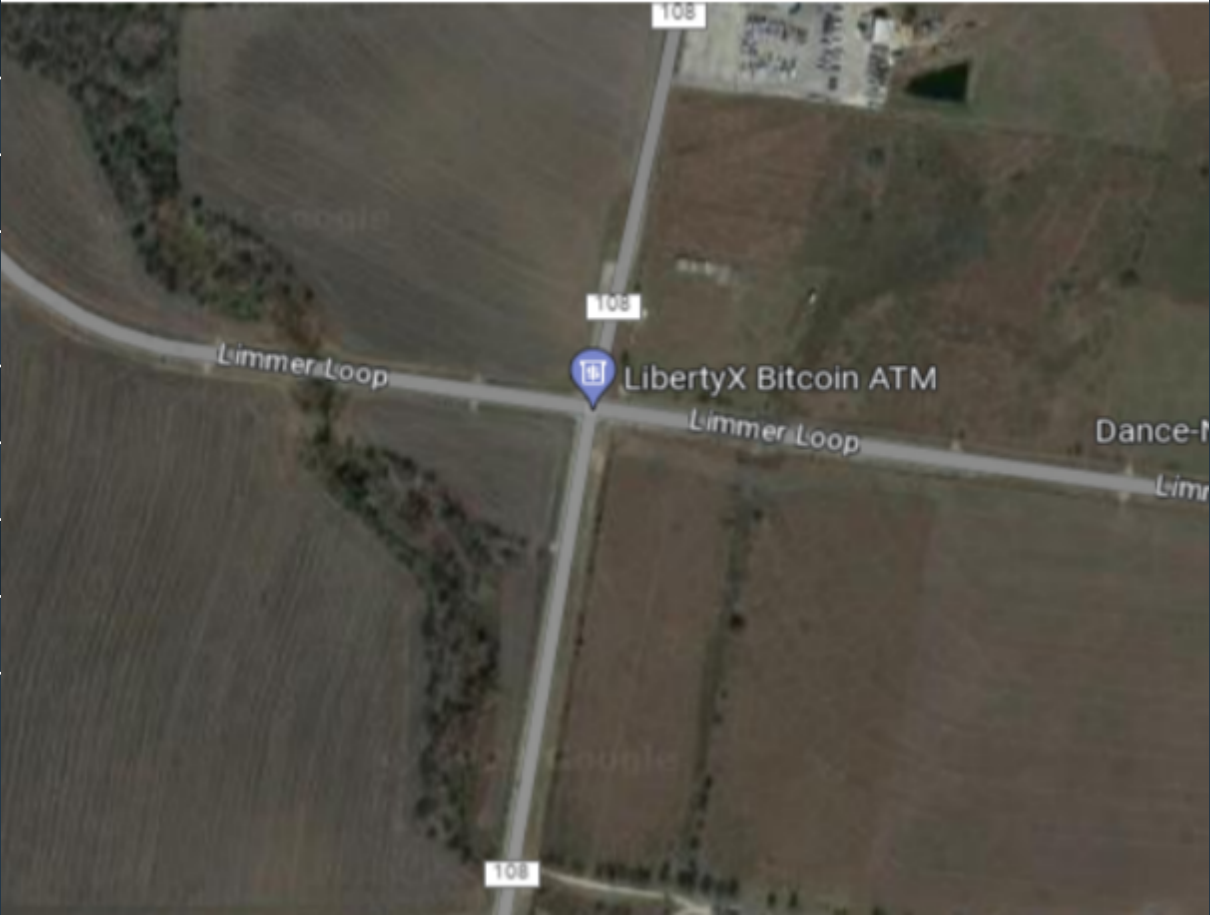
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# T13-2024 Innovation at Limmer (JMT)

|                                            |                |
|--------------------------------------------|----------------|
| FY 24 CIP Budget                           | \$2,200,000    |
| Encumbered FY 24                           | \$123,850.58   |
| Spent to Date FY 24                        | \$0            |
| FY 24 Budget Remaining (Budget-Encumbered) | \$2,076,149.42 |
| Project Estimate                           | \$2,200,000    |
| Prior Year Expenditures                    | \$0            |
| Project Total Encumbered                   | \$123,850.58   |
| Project Total Spent                        | \$0            |



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# T14-2024 Exchange Blvd and Limmer (TranSystem)

Status

- Award design on 10/12/23

What's Next

- Field work
- Design

Anticipated Timeline

- Design: CY 24 Q4
- Bid:
- Construction:
- Completion:



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# T14-2024 Exchange Blvd and Limmer (TranSystem)

|                                            |             |
|--------------------------------------------|-------------|
| FY 24 CIP Budget                           | \$1,100,000 |
| Encumbered FY 24                           | \$0         |
| Spent to Date FY 24                        | \$0         |
| FY 24 Budget Remaining (Budget-Encumbered) | \$0         |
| Project Estimate                           | \$1,100,000 |
| Prior Year Expenditures                    | \$0         |
| Project Total Encumbered                   | \$0         |
| Project Total Spent                        | \$0         |



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# T15-2024 Exchange Blvd Reconstruction (KFA)

Status

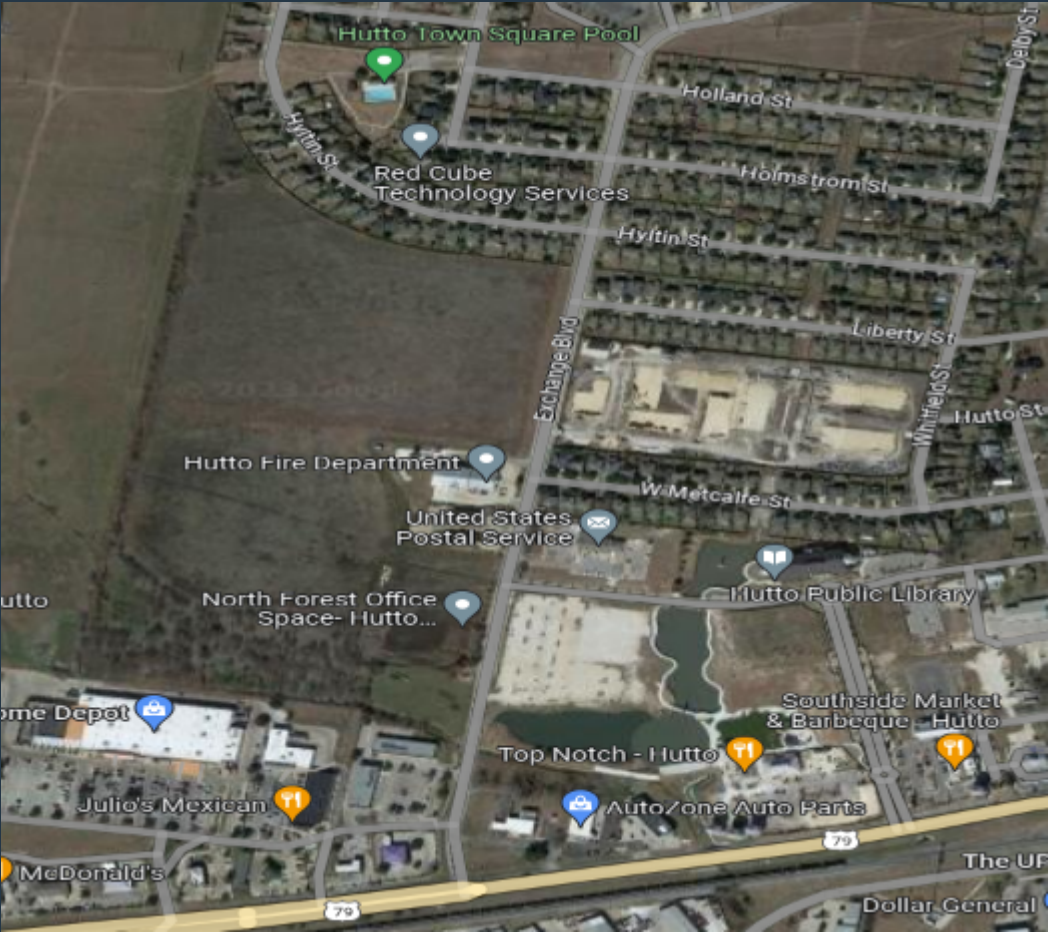
- Award design on 10/12/23

What's Next

- Field work
- Design

Anticipated Timeline

- Design: CY 24 Q4
- Bid:
- Construction:
- Completion:



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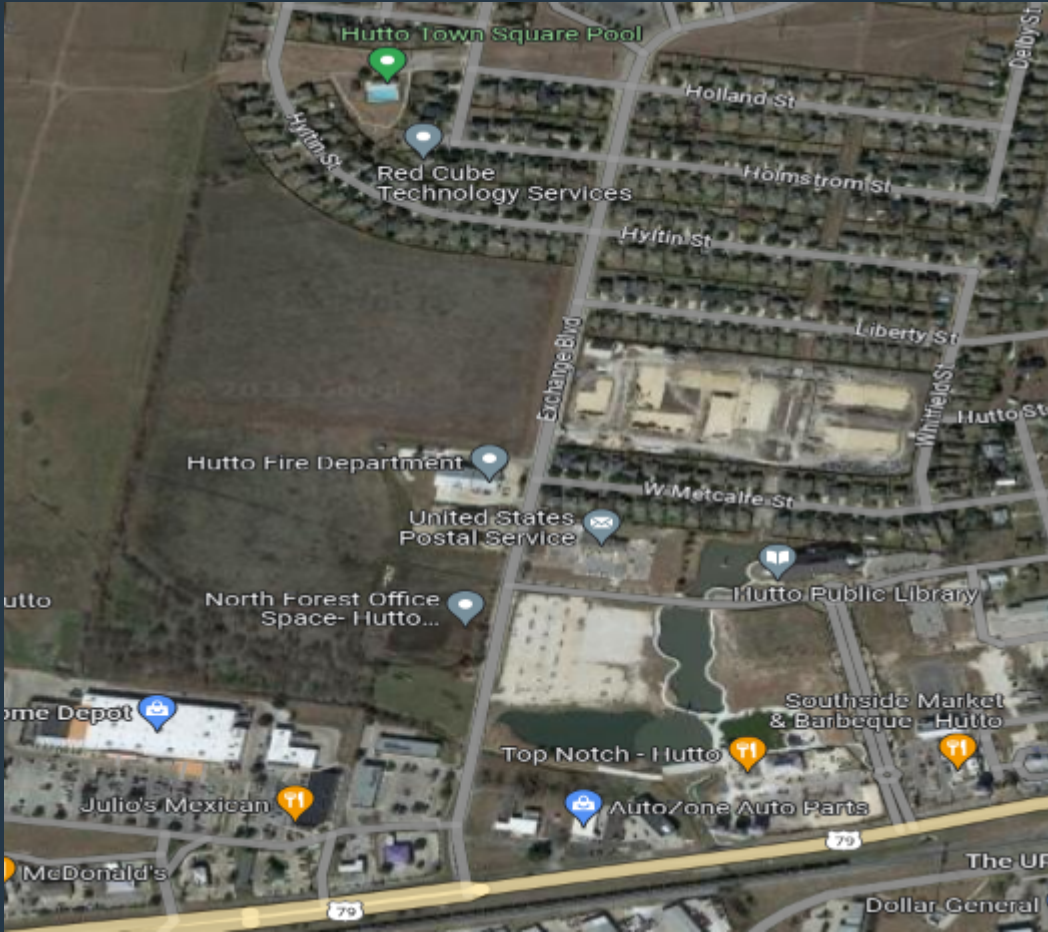
**Building  
the Future**





# T15-2024 Exchange Blvd Reconstruction (KFA)

|                                                |             |
|------------------------------------------------|-------------|
| FY 24 CIP Budget                               | \$1,100,000 |
| Encumbered FY 24                               | \$0         |
| Spent to Date FY 24                            | \$0         |
| FY 24 Budget Remaining (Budget-<br>Encumbered) | \$0         |
| Project Estimate                               | \$4,400,000 |
| Prior Year Expenditures                        | \$0         |
| Project Total Encumbered                       | \$0         |
| Project Total Spent                            | \$0         |



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# T19-2024 CR 199 Reconstruction (FNI)

Status

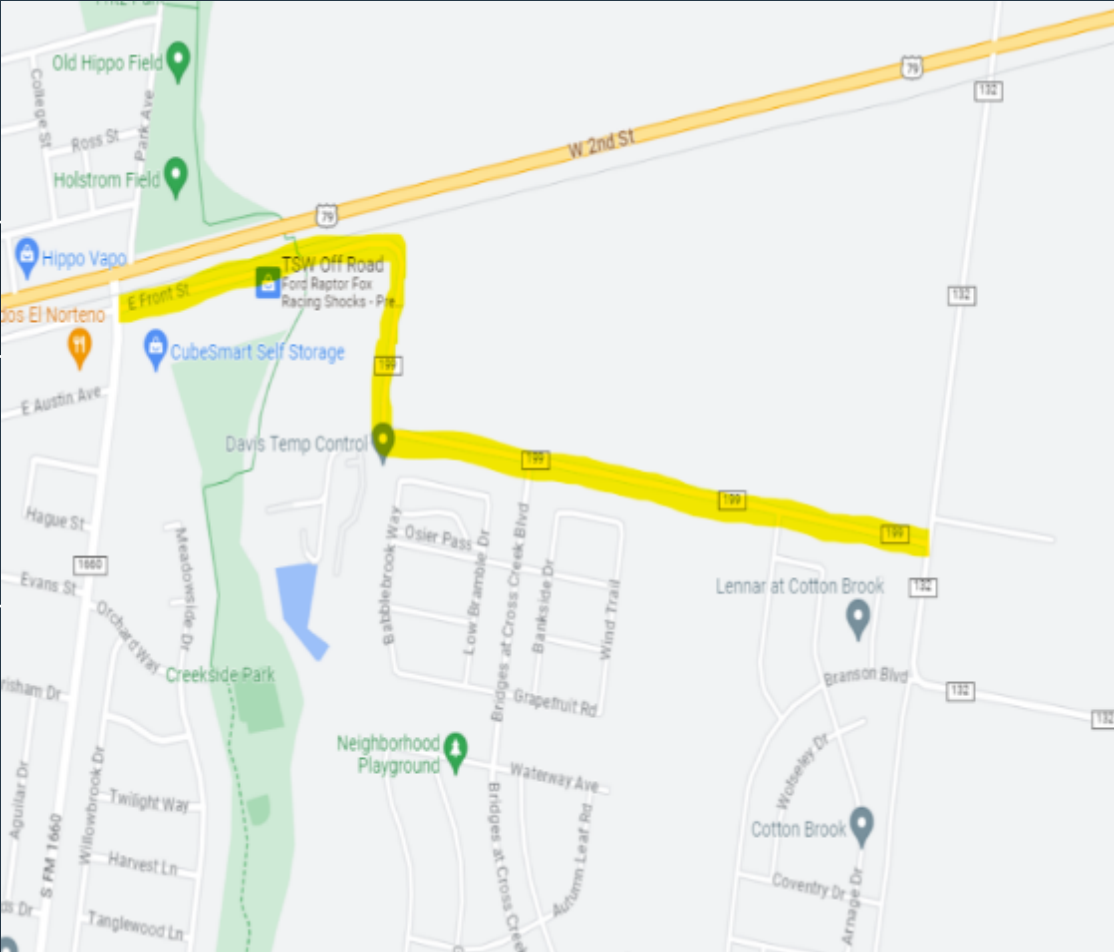
- Award design on 10/12/23

What's Next

- Field work
- Design

Anticipated Timeline

- Design: CY 24 Q4
- Bid:
- Construction:
- Completion:



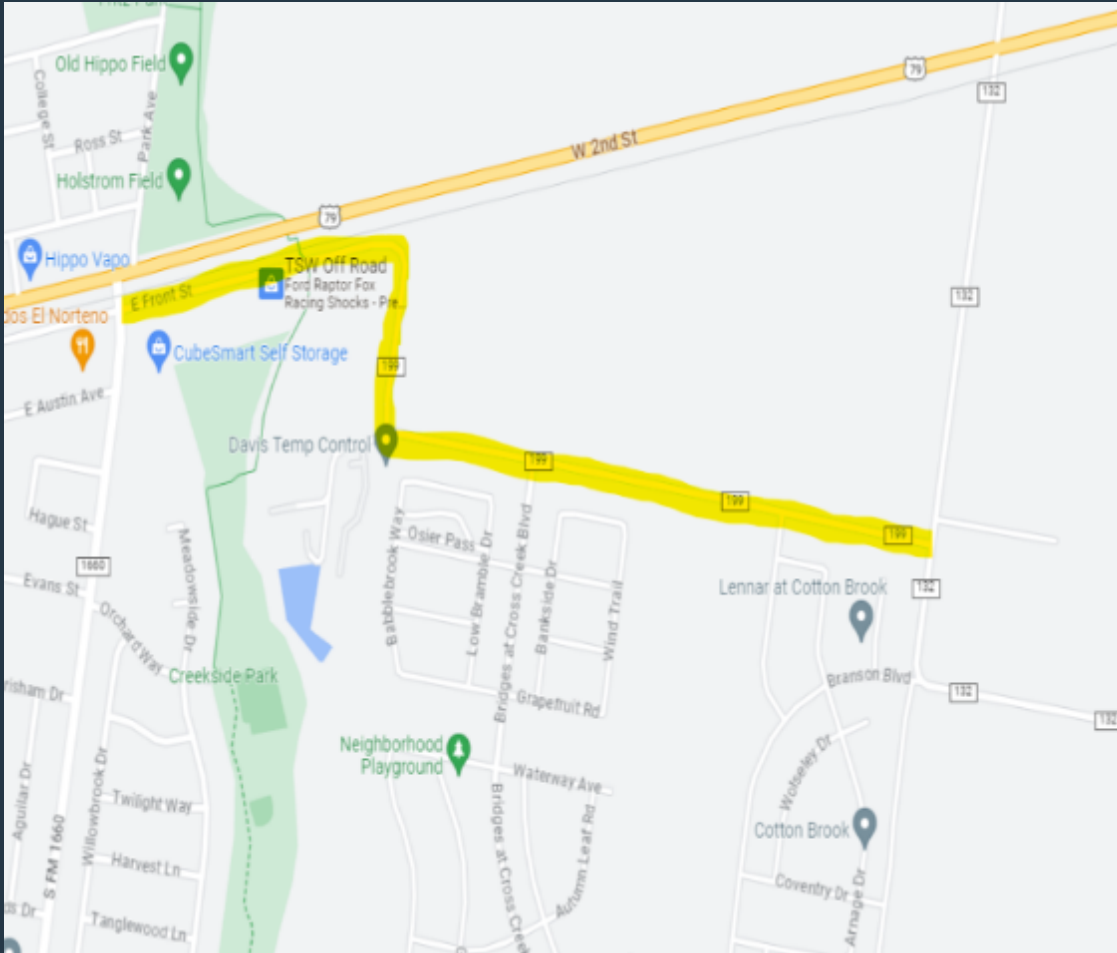
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# T19-2024 CR 199 Reconstruction (FNI)

|                                                |             |
|------------------------------------------------|-------------|
| FY 24 CIP Budget                               | \$1,100,000 |
| Encumbered FY 24                               | \$0         |
| Spent to Date FY 24                            | \$0         |
| FY 24 Budget Remaining (Budget-<br>Encumbered) | \$0         |
| Project Estimate                               | \$6,820,000 |
| Prior Year Expenditures                        | \$0         |
| Project Total Encumbered                       | \$0         |
| Project Total Spent                            | \$0         |



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CIP  
WATER

# W01-2023 Shiloh and Noack Pump Station Improvements (DCS)

- Status
  - Construction
  - Negotiate additional easement or land acquisition

What's Next

Construction completion

- Anticipated Timeline
- Design: Complete
  - Bid: Complete
  - Construction Start: CY23, Q1
  - Completion: CY24, Q1





# W01-2023 Shiloh and Noack Pump Station Improvements (DCS)

|                                            |              |
|--------------------------------------------|--------------|
| FY 24 CIP Budget                           | \$5,500,000  |
| Encumbered FY 24                           | \$0          |
| Spent to Date FY 24                        | \$0          |
| FY 24 Budget Remaining (Budget-Encumbered) | \$5,500,000  |
| Project Estimate                           | \$10,355,600 |
| Prior Year Expenditures                    | \$1,733,025  |
| Project Total Encumbered                   | \$9,851,187  |
| Project Total Spent                        | \$1,733,025  |



# W02-2023 Frame switch 3.0 MG GST #2 (Freese Nichols)

Status

Construction

What's Next

- Construction completion

Anticipated  
Timeline

- Design: Complete
- Bid: Complete
- Construction Start: CY23, Q2
- Completion: CY24, Q4



# W02-2023 Frame switch 3.0 MG GST #2 (Freese Nichols)

|                                                |              |
|------------------------------------------------|--------------|
| FY 24 CIP Budget                               | \$13,787,500 |
| Encumbered FY 24                               | \$0          |
| Spent to Date FY 24                            | \$0          |
| FY 24 Budget Remaining (Budget-<br>Encumbered) | \$13,787,500 |
| Project Estimate                               | \$19,054,000 |
| Prior Year Expenditures                        | \$6,398,996  |
| Project Total Encumbered                       | \$19,103,589 |
| Project Total Spent                            | \$6,398,996  |





# W03- Northwest Transmission Water Main (Freese Nichols)

Status 90% Design Complete

What's Next

- Final Design
- Bidding
- Construction

Anticipated Timeline

- Design Complete: CY23, Q4
- Bid: CY23, Q4
- Construction Start: CY23, Q4
- Completion: CY24, Q3



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# W03- Northwest Transmission Water Main (Freese Nichols)

|                                            |              |
|--------------------------------------------|--------------|
| FY 24 CIP Budget                           | \$5,430,383  |
| Encumbered FY 24                           | \$0          |
| Spent to Date FY 24                        | \$0          |
| FY 24 Budget Remaining (Budget-Encumbered) | \$0          |
| Project Estimate                           | \$16,510,155 |
| Prior Year Expenditures                    | \$362,983    |
| Project Total Encumbered                   | \$640,192    |
| Project Total Spent                        | \$362,983    |



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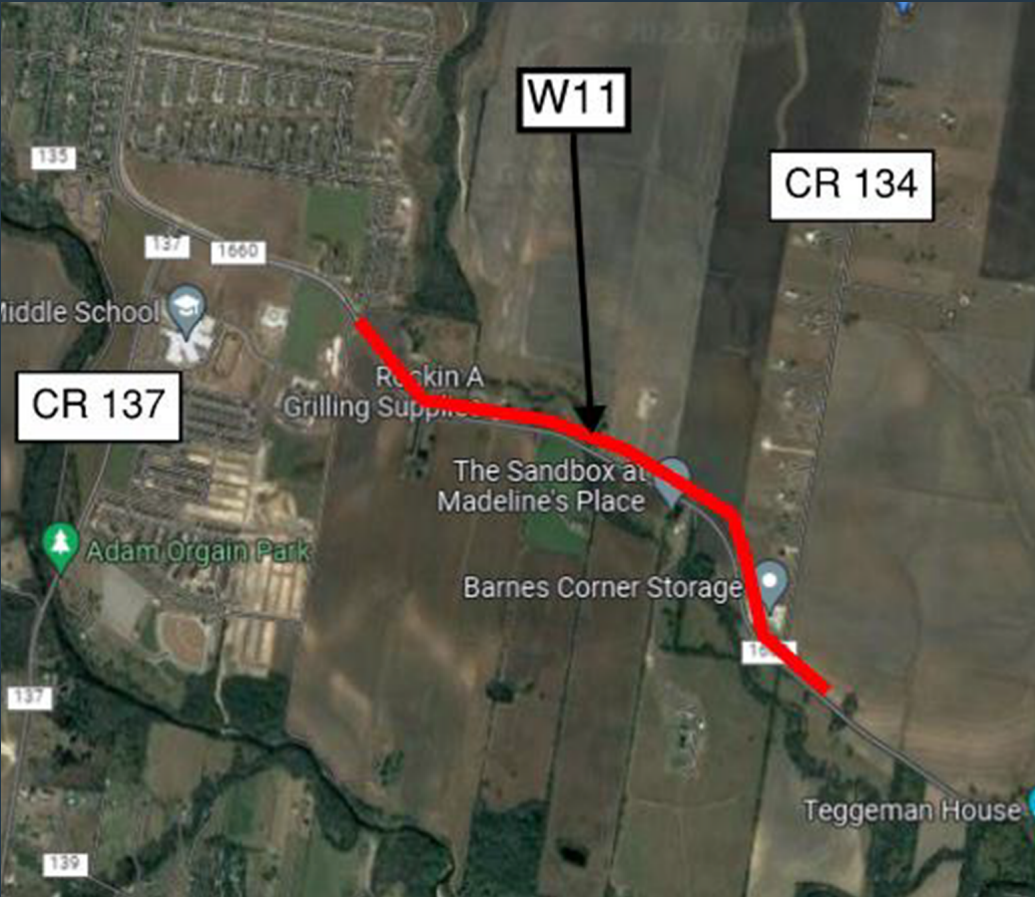


# W06-2023 FM 1660 16" & 20" Waterlines (801 PP) - Ph I

Status                      Design Complete

What's Next                      Construction

- Anticipated Timeline
- Design: TBD
  - Bid: TBD
  - Construction: TBD
  - Completion: TBD



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# W06-2023 FM 1660 16" & 20" Waterlines (801 PP) - Ph I

|                                            |             |
|--------------------------------------------|-------------|
| FY 24 CIP Budget                           | \$1,313,087 |
| Encumbered FY 24                           | \$0         |
| Spent to Date FY 24                        | \$0         |
| FY 24 Budget Remaining (Budget-Encumbered) | \$1,313,087 |
| Project Estimate                           | \$1,313,087 |
| Prior Years Expenditures                   | \$0         |
| Project Total Encumbered                   | \$0         |
| Project Total Spent                        | \$0         |



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# W07-2023 New 2.0 MG 80I Elevated Storage Tank (Cobb Fendley)

Status

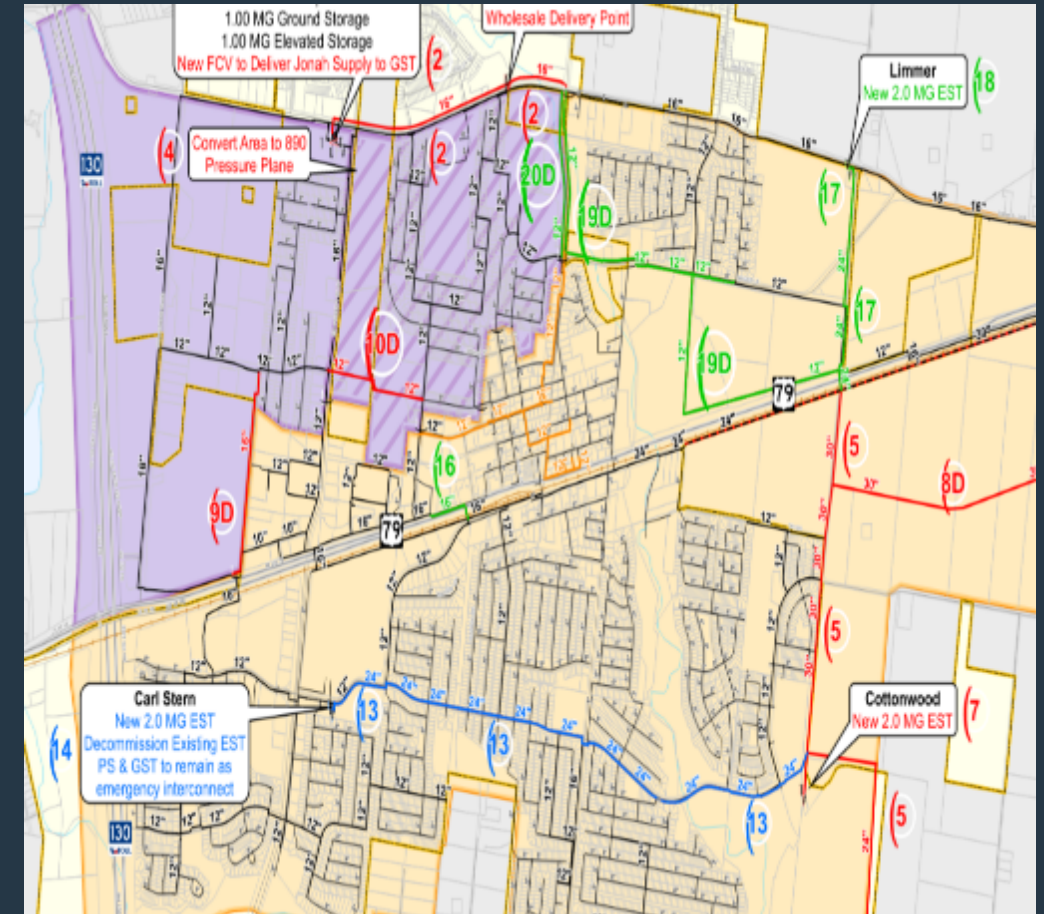
Awarded on 9/28/23

What's Next

Begin design and land acquisition

Anticipated  
Timeline

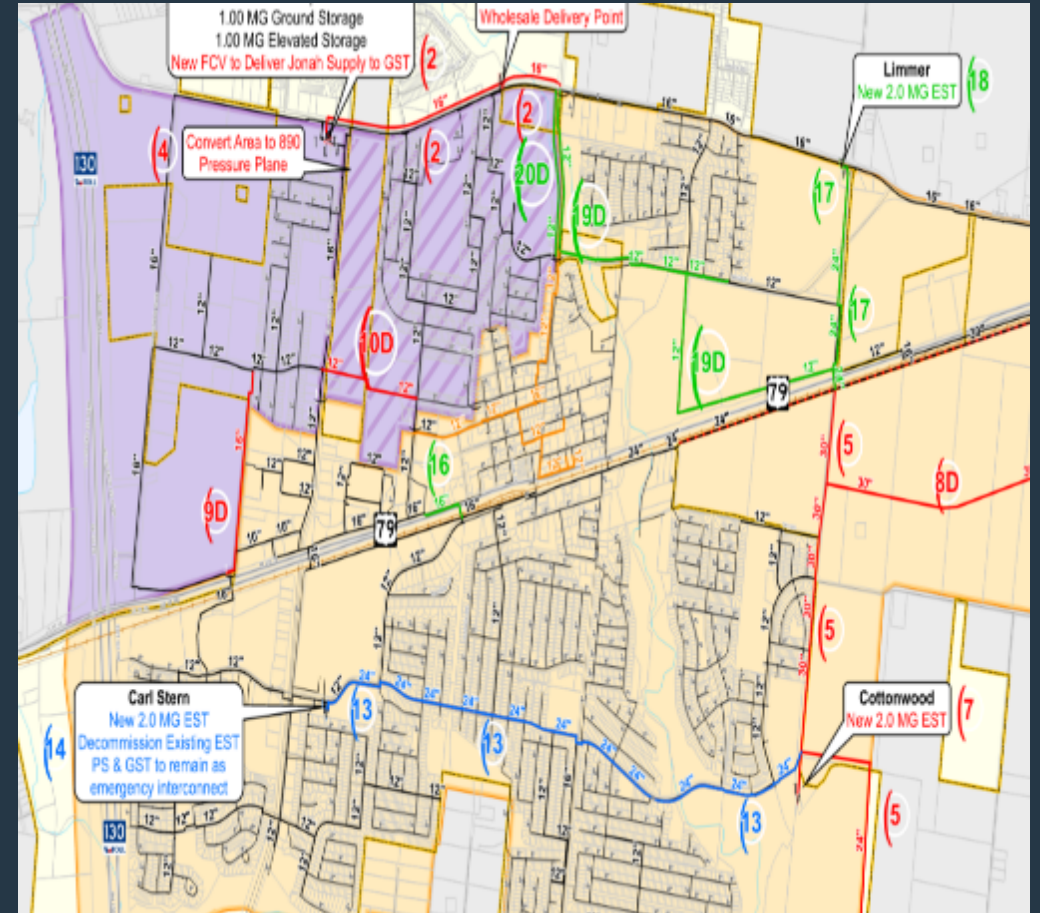
- Design: CY 23, Q4
- Land Acquisition: CY 23, Q4
- Bidding: CY 24, Q4
- Construction: CY 26, Q4





# W07-2023 New 2.0 MG 80I Elevated Storage Tank

|                                                |              |
|------------------------------------------------|--------------|
| FY 24 CIP Budget                               | \$3,216,500  |
| Encumbered FY 24                               | \$1,021,474  |
| Spent to Date FY 24                            | \$0          |
| FY 24 Budget Remaining (Budget-<br>Encumbered) | \$0          |
| Project Estimate                               | \$14,541,500 |
| Prior Year Expenditures                        | \$22,453     |
| Project Total Encumbered                       | \$1,082,034  |
| Project Total Spent                            | \$22,453     |



# W11-2023 Transmission Line (801PP) (DCS)

Status                      In Construction

What's Next                      Construction completion

- Anticipated Timeline
- Design: complete
  - Bid: complete
  - Construction: CY23, Q3
  - Completion: CY24, Q2



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# WII-2023 Transmission Line (801PP) (DCS)

|                                                |             |
|------------------------------------------------|-------------|
| FY 24 CIP Budget                               | \$0         |
| Encumbered FY 24                               | \$0         |
| Spent to Date FY 24                            | \$0         |
| FY 24 Budget Remaining (Budget-<br>Encumbered) | \$0         |
| Project Estimate                               | \$5,098,000 |
| Prior Year Expenditures                        | \$1,693,265 |
| Project Total Encumbered                       | \$5,097,859 |
| Project Total Spent                            | \$1,693,265 |



# W12-2023 Water Distribution Lines (801PP) (DCS)

Status                      In Construction as part of the FM 3349 project through an ILA with Williamson County

What's Next                      Construction completion

- Anticipated Timeline
- Design: complete
  - Bid: complete
  - Construction: CY22, Q3
  - Completion: CY23, Q3





# W12-2023 Water Distribution Lines (801PP) (DCS)

|                                                |             |
|------------------------------------------------|-------------|
| FY 24 CIP Budget                               | \$2,022,366 |
| Encumbered FY 24                               | \$2,022,366 |
| Spent to Date FY 24                            | \$0         |
| FY 24 Budget Remaining (Budget-<br>Encumbered) | \$0         |
| Project Estimate                               | \$2,022,366 |
| Prior Year Expenditures                        | \$0         |
| Project Total Encumbered                       | \$2,022,366 |
| Project Total Spent                            | \$0         |



# W16-2024 Smart Ball and Pressure Testing (DCS)

Status                      Award on 10/12/2023

What's Next                      Conduct Tests

- Anticipated Timeline
- Testing to begin CY 23, Q4
  - Testing complete CY 24, Q2



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# W16-2024 Smart Ball and Pressure Testing (DCS)

|                                            |             |
|--------------------------------------------|-------------|
| FY 23 CIP Budget                           | \$1,000,000 |
| Encumbered FY 23                           | \$0         |
| Spent to Date FY 23                        | \$0         |
| FY 23 Budget Remaining (Budget-Encumbered) | \$1,000,000 |
| Project Estimate                           | \$1,000,000 |
| Prior Year Expenditures                    | \$0         |
| Project Total Encumbered                   | \$0         |
| Project Total Spent                        | \$0         |



# W18-2024 Downtown Elevated Tank Renovation

Status                      Awarded on 9/28/2023

| What's Next          | Design                                                                                                                                |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| Anticipated Timeline | <ul style="list-style-type: none"><li>• Design – CY 23, Q4</li><li>• Bidding – CY 24, Q2</li><li>• Construction – CY 24, Q4</li></ul> |



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# W18-2024 Downtown Elevated Tank Renovation

|                                            |             |
|--------------------------------------------|-------------|
| FY 24 CIP Budget                           | \$1,300,000 |
| Encumbered FY 24                           | \$50,877    |
| Spent to Date FY 24                        | \$0         |
| FY 24 Budget Remaining (Budget-Encumbered) | \$1,249,123 |
| Project Estimate                           | \$1,300,000 |
| Prior Year Expenditures                    | \$0         |
| Project Total Encumbered                   | \$50,877    |
| Project Total Spent                        | \$0         |



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CIP  
WASTEWATER

# WW01-2023 Glenwood LS Decommissioning, Construct 33" Interceptor, and Two New WWTP Lift Stations (DCS)

- Status
- Survey complete
  - Land Acquisition conversations in progress

- What's Next
- Acquire easements
  - Complete design

- Anticipated Timeline
- Design Complete: CY24, Q2
  - Bid: CY24, Q2
  - Construction Start: CY24, Q3
  - Completion: CY26, Q2



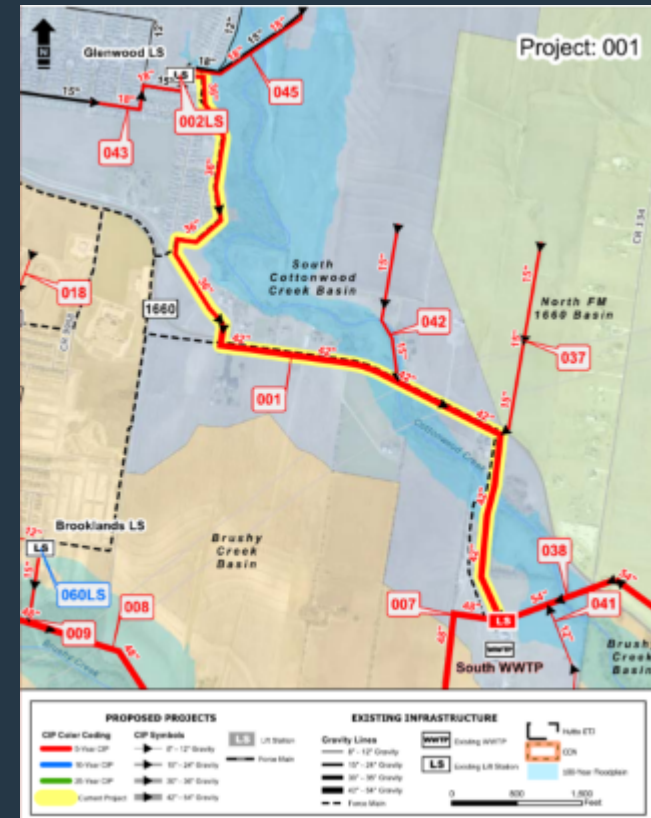
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the Future**



# WW01-2023 Glenwood LS Decommissioning, Construct 33" Interceptor, and Two New WWTP Lift Stations (DCS)

|                                            |              |
|--------------------------------------------|--------------|
| FY 24 CIP Budget                           | \$7,031,618  |
| Encumbered FY 24                           | \$0          |
| Spent to Date FY 24                        | \$0          |
| FY 24 Budget Remaining (Budget-Encumbered) | \$7,031,618  |
| Project Estimate                           | \$14,063,326 |
| Prior Year Expenditures                    | \$4,700      |
| Project Total Encumbered                   | \$1,169,280  |
| Project Total Spent                        | \$4,700      |



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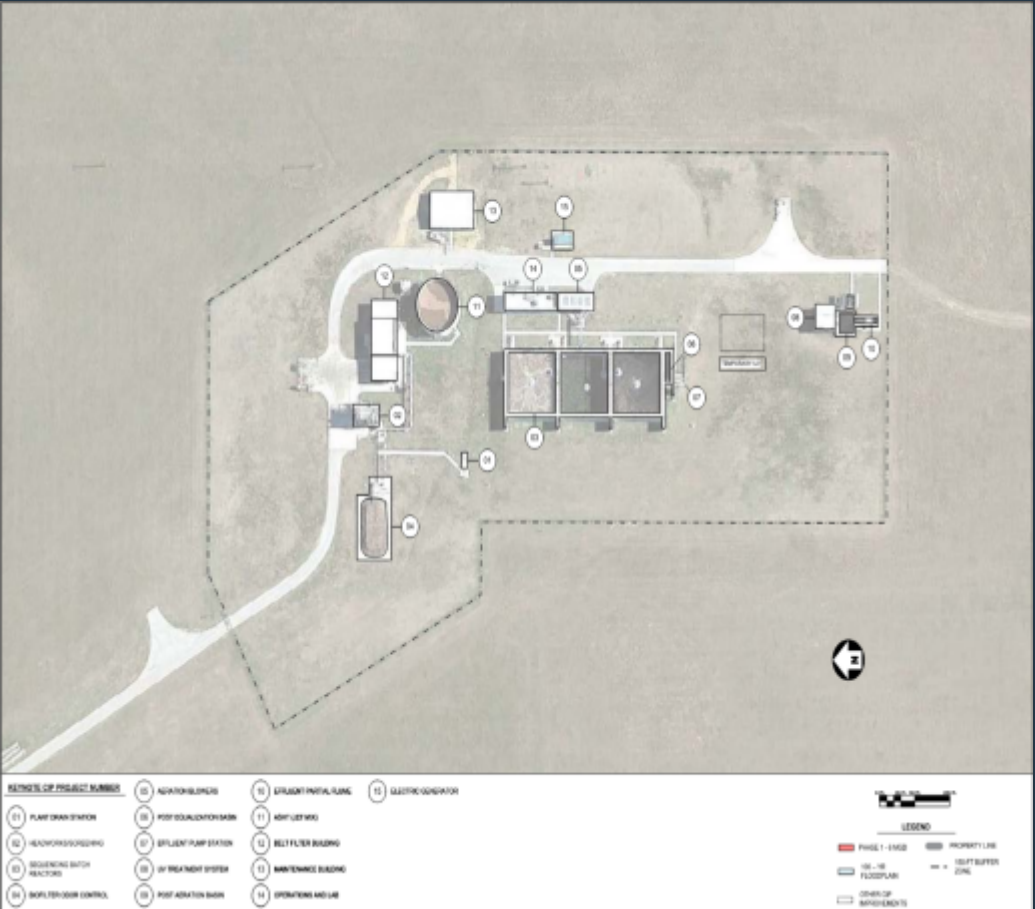


# WW03-2023 South WWTP Temporary Chemical/UV System Upgrade (Garver)

Status                      BRA Contract negotiations are in progress

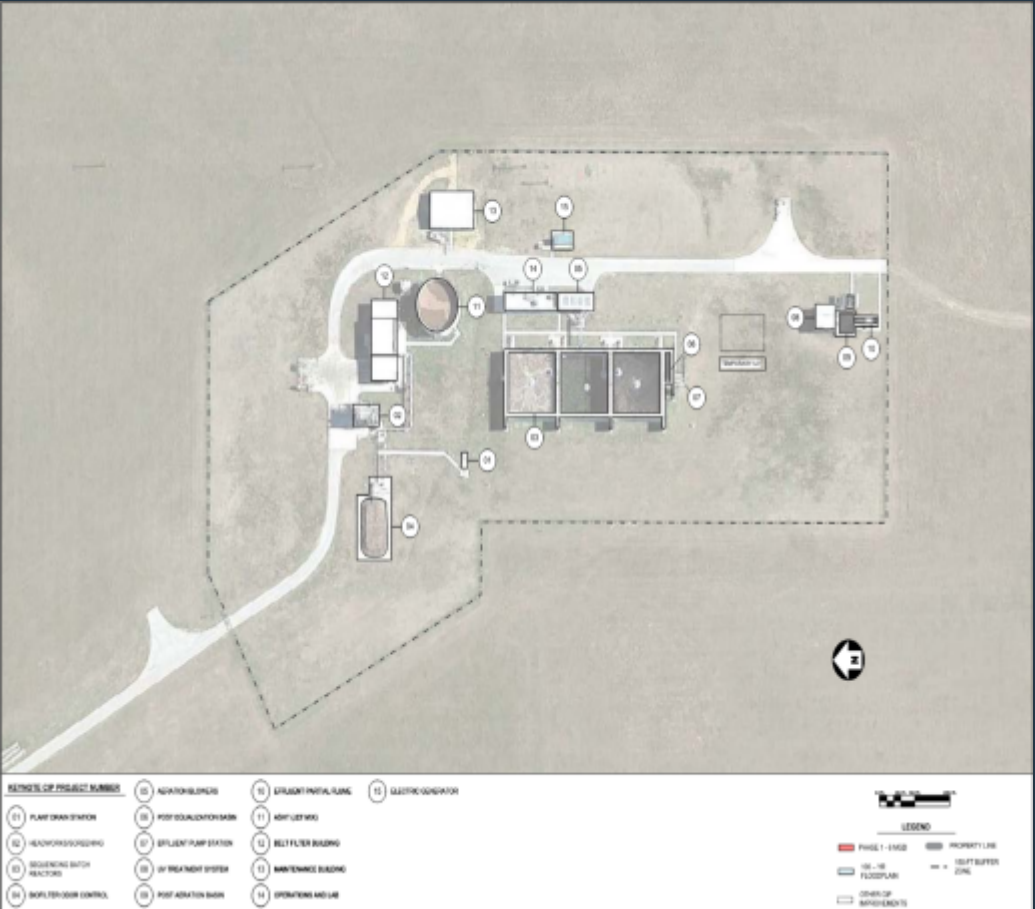
- What's Next
- Contract award for purchase of system
  - Install the system

- Anticipated Timeline
- Design: Complete
  - Bid: CY23, Q2
  - Construction Start: CY23, Q4
  - Completion: CY24, Q1



# WW03-2023 South WWTP Temporary Chemical/UV System Upgrade (Garver)

|                                            |             |
|--------------------------------------------|-------------|
| FY 24 CIP Budget                           | \$612,414   |
| Encumbered FY 24                           | \$0         |
| Spent to Date FY 24                        | \$0         |
| FY 24 Budget Remaining (Budget-Encumbered) | \$612,414   |
| Project Estimate                           | \$1,580,000 |
| Prior Year Expenditures                    | \$162,657   |
| Project Total Encumbered                   | \$276,920   |
| Project Total Spent                        | \$162,657   |



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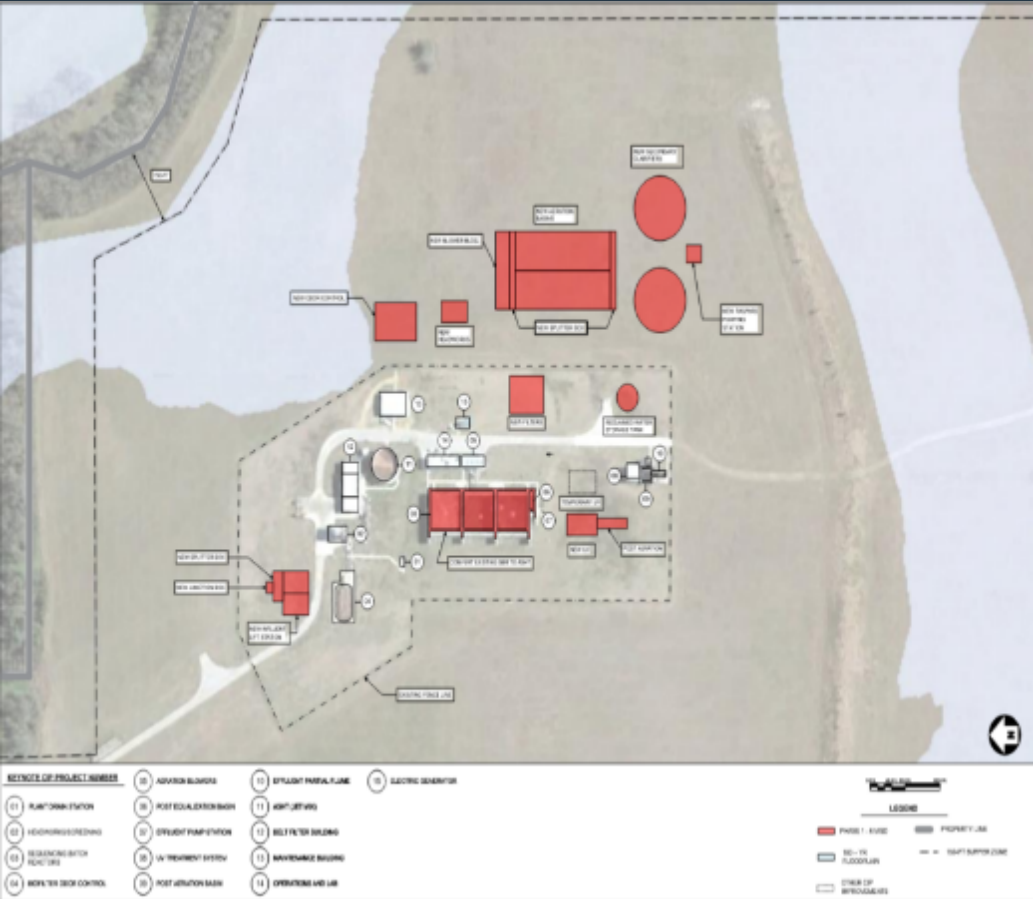


# WW05-2023 South WWTP Final Design and Bidding for expansion to 6 MGD (Garver)

Status 60% Design in review

What's Next 90% Design

- Anticipated Timeline
- Design Start: CY23, Q2
  - Bid: CY 24, Q1
  - Completion: CY 26, Q2



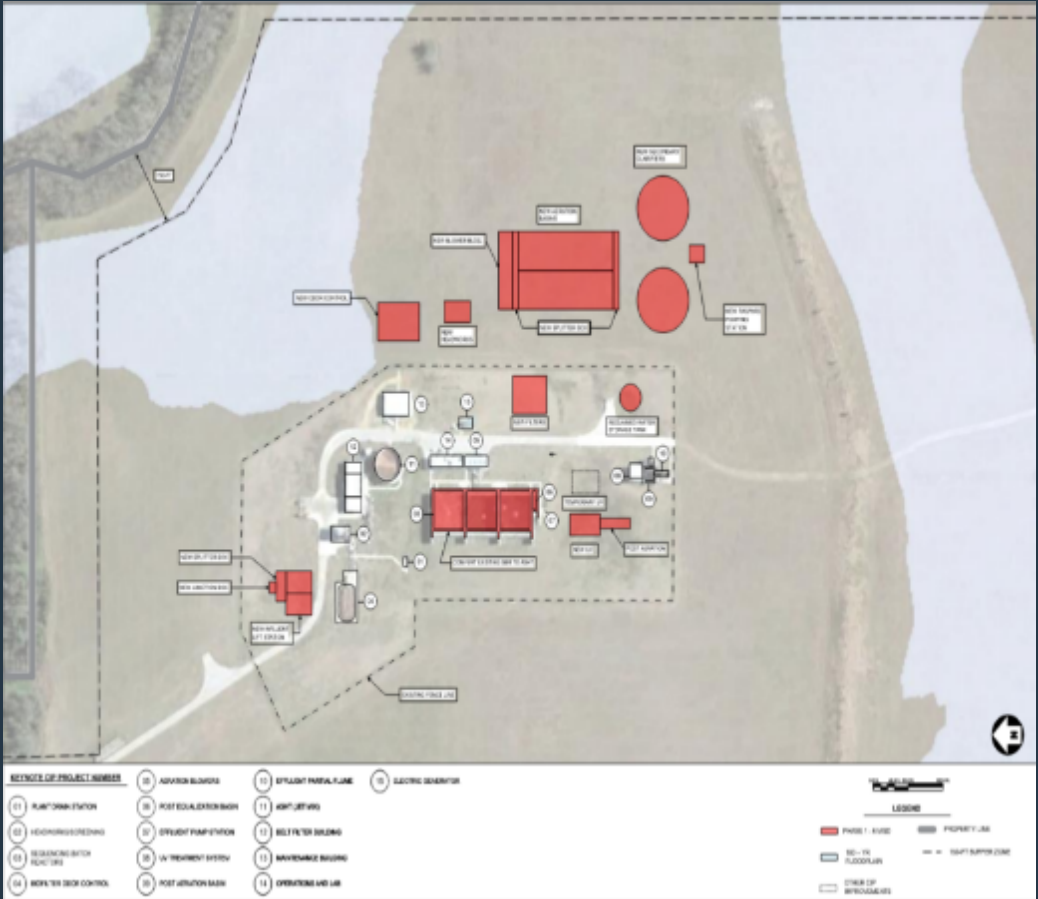
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**Building the Future**



# WW05-2023 South WWTP Final Design and Bidding for expansion to 6 MGD (Garver)

|                                            |              |
|--------------------------------------------|--------------|
| FY 24 CIP Budget                           | \$14,005,749 |
| Encumbered FY 24                           | \$0          |
| Spent to Date FY 24                        | \$0          |
| FY 24 Budget Remaining (Budget-Encumbered) | \$14,005,749 |
| Project Estimate                           | \$14,005,749 |
| Prior Year Expenditures                    | \$1,880,913  |
| Project Total Encumbered                   | \$14,005,749 |
| Project Total Spent                        | \$1,880,913  |



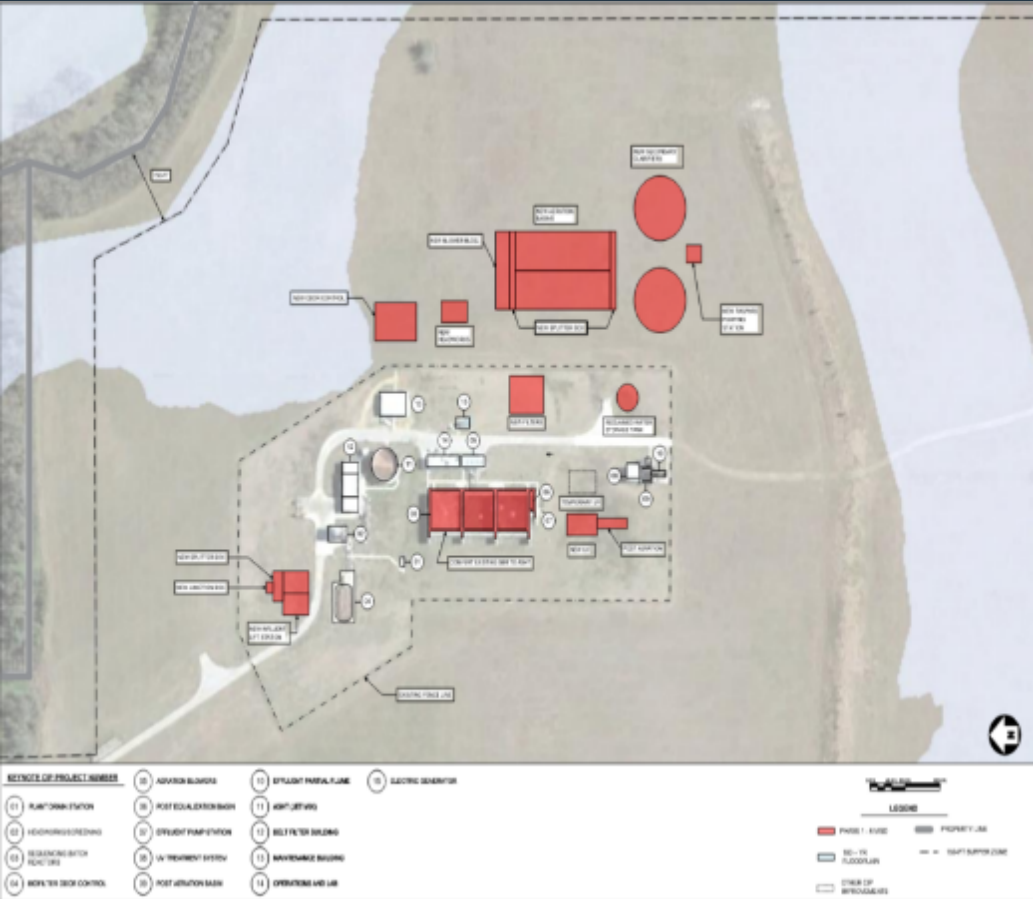


# WW06-2023 South WWTP Construction for expansion to 6 MGD (AW)

Status CMAR is working through 60% design

What's Next 90% Design

- Anticipated Timeline
- Design Start: CY23, Q2
  - Bid: CY 24, Q1
  - Completion: CY 26, Q2



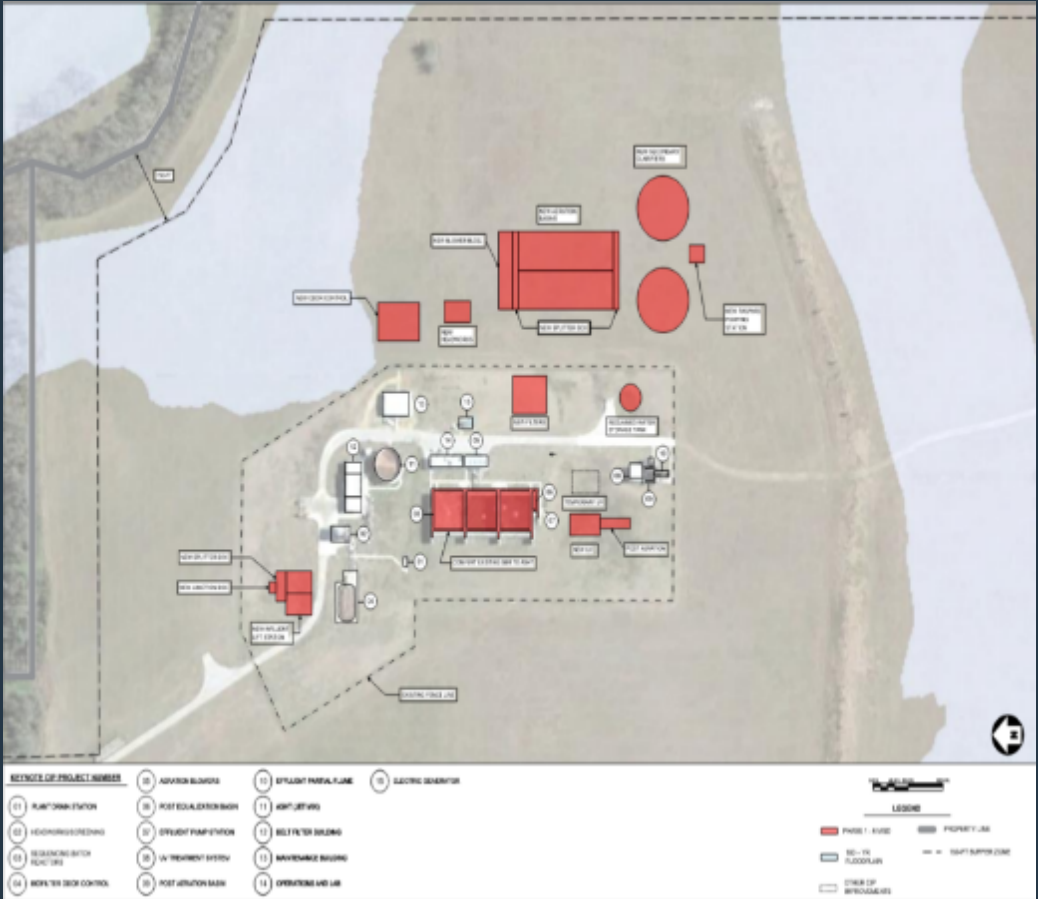
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the Future**



# WW05-2023 South WWTP Final Design and Bidding for expansion to 6 MGD (AW)

|                                            |               |
|--------------------------------------------|---------------|
| FY 24 CIP Budget                           | \$90,000,000  |
| Encumbered FY 24                           | \$0           |
| Spent to Date FY 24                        | \$0           |
| FY 24 Budget Remaining (Budget-Encumbered) | \$90,000,000  |
| Project Estimate                           | \$180,000,000 |
| Prior Year Expenditures                    | \$0           |
| Project Total Encumbered                   | \$            |
| Project Total Spent                        | \$0           |



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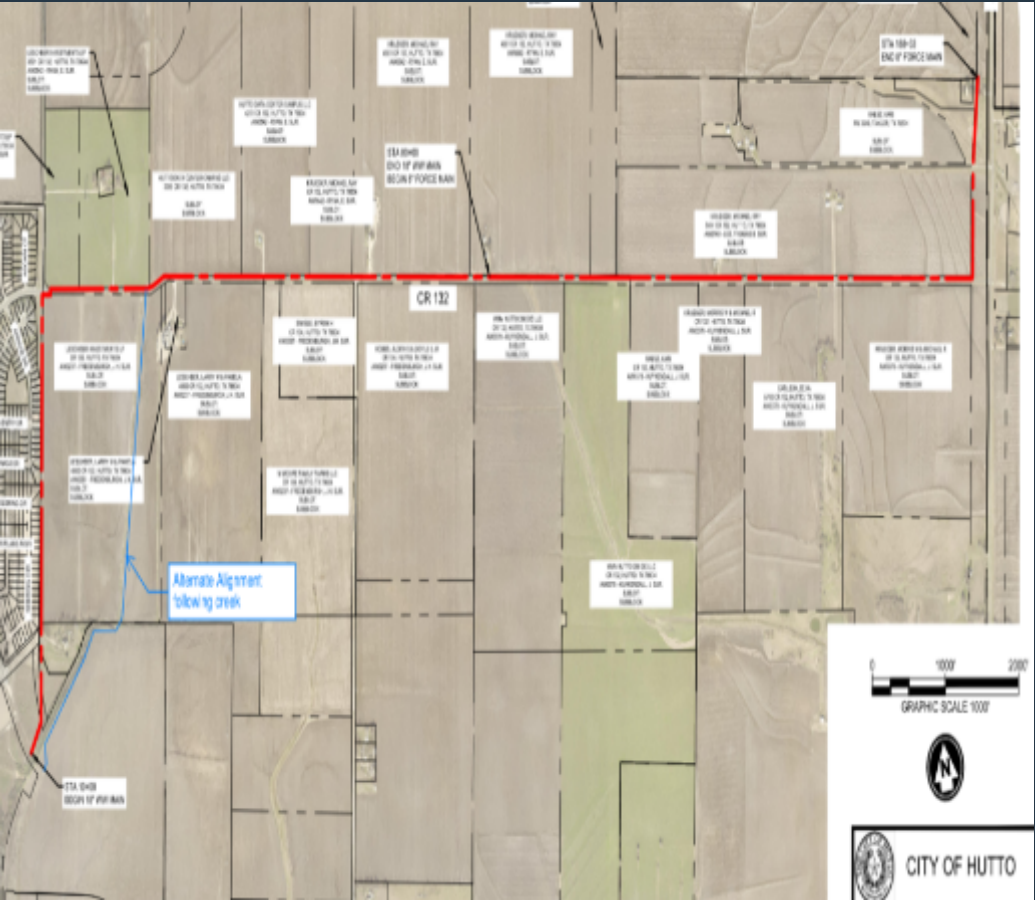


# WW07-2023 Megasite Wastewater Lines (K Friese)

Status                      Lift station design complete  
Wastewater lines 60% design complete

- What's Next
- 90% design of lines
  - Final Design
  - Bid prepurchase of lift station equipment

- Anticipated Timeline
- Design: CY22, Q4
  - Prepurchase: CY23, Q4
  - Bid: CY 24, Q1
  - Construction: CY24, Q2
  - Completion: CY25, Q2

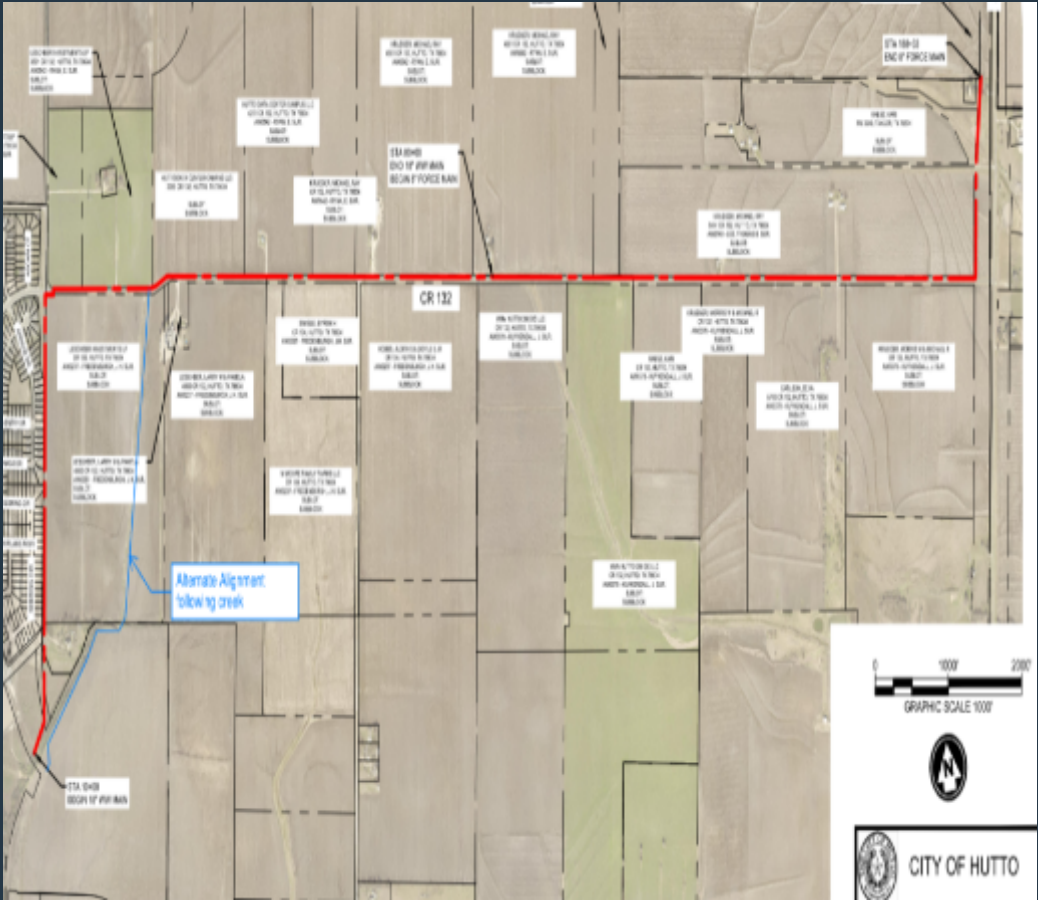


[huttotx.gov/CIP](http://huttotx.gov/CIP)



# WW07-2023 Megaside Wastewater Lines (K Friese)

|                                            |              |
|--------------------------------------------|--------------|
| FY 24 CIP Budget                           | \$12,213,274 |
| Encumbered FY 24                           | \$0          |
| Spent to Date FY 24                        | \$0          |
| FY 24 Budget Remaining (Budget-Encumbered) | \$12,213,274 |
| Project Estimate                           | \$15,780,787 |
| Prior Year Expenditures                    | \$905,130    |
| Project Total Encumbered                   | \$1,180,390  |
| Project Total Spent                        | \$905,130    |



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# WW09-2023 Brushy Creek Interceptor Ph. 3 (Cost Participation)

- Status
- 100% Design Complete first segment
  - 50% Design Complete second segment
  - Developer Engineers

- What's Next
- Finalize Design
  - Construction

- Anticipated Timeline
- Design Complete: CY23, Q2
  - Bid: NA
  - Construction: TBD (Dev. Driven)
  - Completion: TBD (Dev. Driven)



# WW09-2023 Brushy Creek Interceptor Ph. 3 (Cost Participation)

|                                            |             |
|--------------------------------------------|-------------|
| FY 24 CIP Budget                           | \$5,761,396 |
| Encumbered FY 24                           | \$0         |
| Spent to Date FY 24                        | \$0         |
| FY 24 Budget Remaining (Budget-Encumbered) | \$5,761,396 |
| Project Estimate                           | \$5,761,396 |
| Prior Year Expenditures                    | \$0         |
| Project Total Encumbered                   | \$0         |
| Project Total Spent                        | \$0         |



# WW10-2023 SE Loop Wastewater Line (CP&Y)

## Status

- Preliminary report complete
- 30% design in review

## What's Next

- Finalize the report and route study
- Complete 30% design
- Award final design contract 10/12/23

## Anticipated Timeline

- Design: CY 23, Q2
- Bid: CY 24, Q4
- Construction: CY 25, Q1
- Completion: CY 26, Q3



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# WW10-2023 SE Loop Wastewater Line (CP&Y)

|                                            |              |
|--------------------------------------------|--------------|
| FY 24 CIP Budget                           | \$36,216,162 |
| Encumbered FY 24                           | \$0          |
| Spent to Date FY 24                        | \$0          |
| FY 24 Budget Remaining (Budget-Encumbered) | \$36,216,162 |
| Project Estimate                           | \$54,333,712 |
| Prior Year Expenditures                    | \$182,357    |
| Project Total Encumbered                   | \$317,716    |
| Project Total Spent                        | \$182,357    |



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# WW14-2024 SE Loop Forcemain Relocation

Status

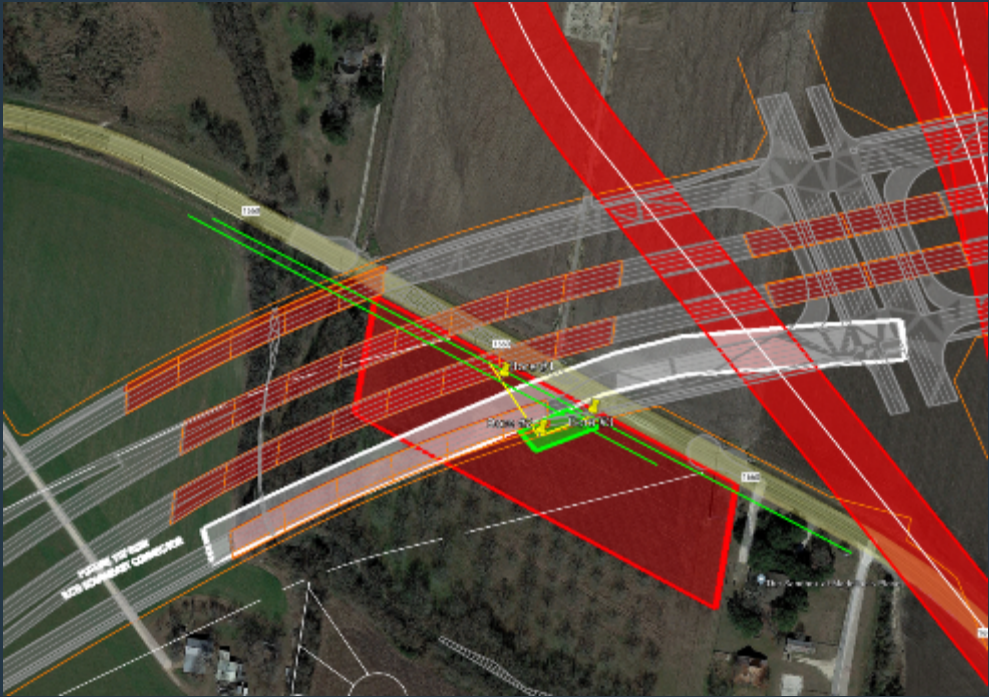
- Award the contract

What's Next

- Design
- Construction

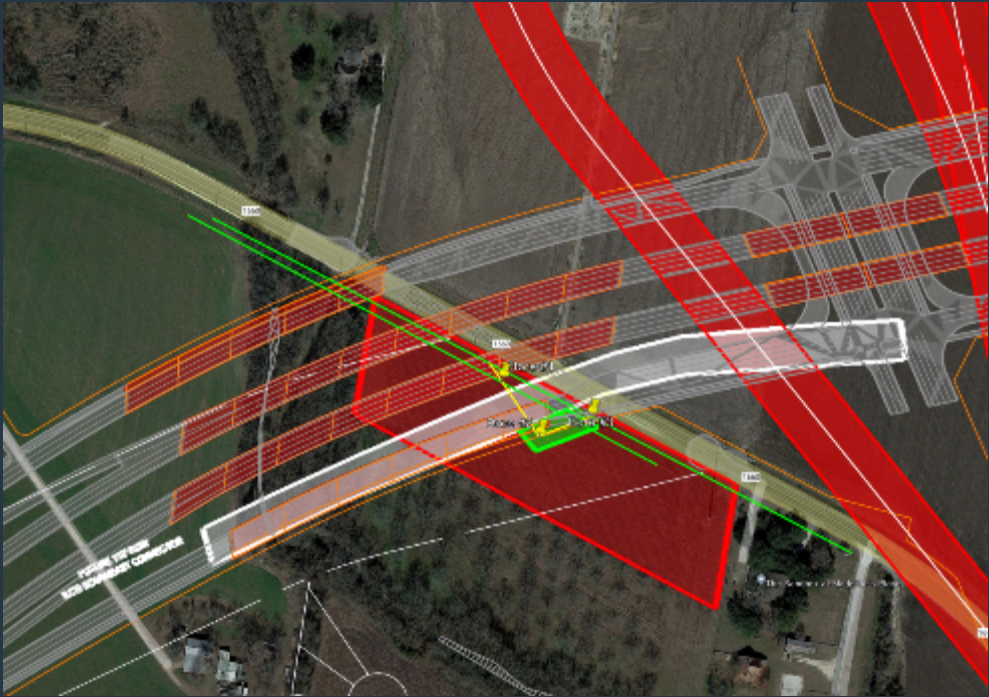
Anticipated Timeline

- Design: CY 23, Q4
- Bid: CY 24, Q2
- Construction: CY 24, Q3
- Completion: CY 25, Q1



# WWI4-2024 SE Loop Forcemain Relocation

|                                            |           |
|--------------------------------------------|-----------|
| FY 24 CIP Budget                           | \$175,680 |
| Encumbered FY 24                           | \$0       |
| Spent to Date FY 24                        | \$0       |
| FY 24 Budget Remaining (Budget-Encumbered) | \$175,680 |
| Project Estimate                           | \$750,000 |
| Prior Year Expenditures                    | \$0       |
| Project Total Encumbered                   | \$0       |
| Project Total Spent                        | \$0       |



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# P02-2023 Fritz Park Improvements (Burditt)

## Status

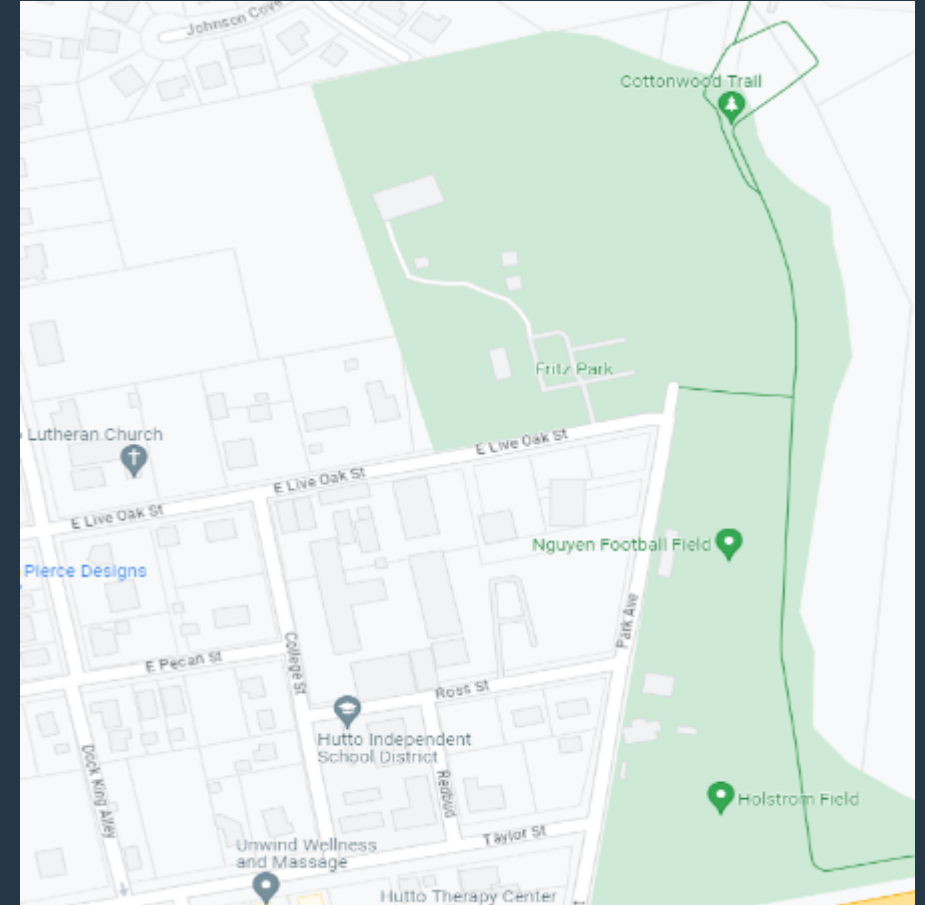
- Schematic Design in progress

## What's Next

- Schematic Design completion
- Design Deliverable
- Construction Design
- Bidding
- Construction

## Anticipated Timeline

- Design Start: CY23, Q3
- Bidding Ph I: CY 24, Q3
- Bidding Ph 2: CY 24, Q2
- Construction: CY 24, Q4
- Completion: CY26, Q2



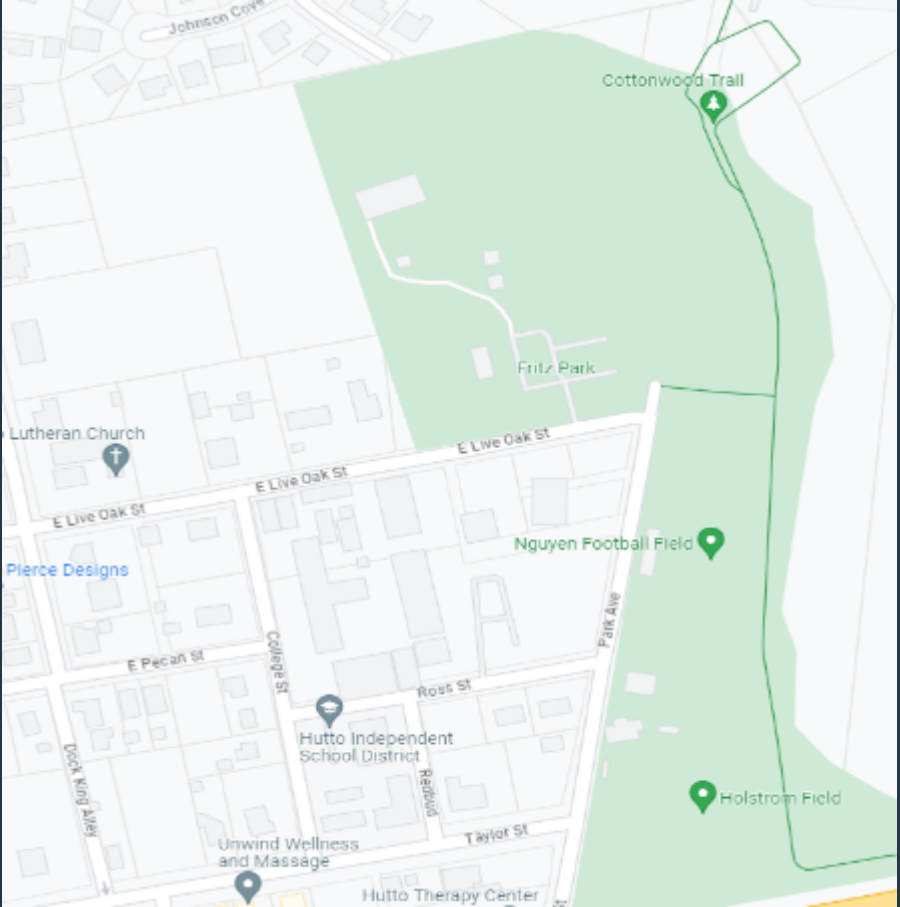
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# P02-2023 Fritz Park Improvements (Burditt)

|                                            |             |
|--------------------------------------------|-------------|
| FY 24 CIP Budget                           | \$3,000,000 |
| Encumbered FY 24                           | \$0         |
| Spent to Date FY 24                        | \$0         |
| FY 24 Budget Remaining (Budget-Encumbered) | \$3,000,000 |
| Project Estimate                           | \$9,800,000 |
| Prior Year Expenditures                    | \$0         |
| Project Total Encumbered                   | \$0         |
| Project Total Spent                        | \$0         |



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# P04-2024 Field Lighting

Status

- Not Started

What's Next

- Procure lighting

Anticipated Timeline

- Procurement:
- Construction: CY 24, Q4
- Completion: CY26, Q2



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# P04-2024 Field Lighting

|                                                |           |
|------------------------------------------------|-----------|
| FY 24 CIP Budget                               | \$275,000 |
| Encumbered FY 24                               | \$0       |
| Spent to Date FY 24                            | \$0       |
| FY 24 Budget Remaining (Budget-<br>Encumbered) | \$275,000 |
| Project Estimate                               | \$275,000 |
| Prior Year Expenditures                        | \$0       |
| Project Total Encumbered                       | \$0       |
| Project Total Spent                            | \$0       |



# P05-2024 Trail Lighting (MHS)

|                      |                                                                                                                                                       |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| Status               | <ul style="list-style-type: none"><li>Awarded on 9/28/23</li></ul>                                                                                    |
| What's Next          | <ul style="list-style-type: none"><li>Design</li></ul>                                                                                                |
| Anticipated Timeline | <ul style="list-style-type: none"><li>Design: CY 23, Q4</li><li>Bid: CY 24, Q1</li><li>Construction: CY 24, Q2</li><li>Completion: CY24, Q4</li></ul> |



# P05-2024 Trail Lighting (MHS)

|                                            |           |
|--------------------------------------------|-----------|
| FY 24 CIP Budget                           | \$275,000 |
| Encumbered FY 24                           | \$39,930  |
| Spent to Date FY 24                        | \$0       |
| FY 24 Budget Remaining (Budget-Encumbered) | \$235,070 |
| Project Estimate                           | \$275,000 |
| Prior Year Expenditures                    | \$0       |
| Project Total Encumbered                   | \$39,930  |
| Project Total Spent                        | \$0       |





# P06-2024 Veteran's Memorial

Status

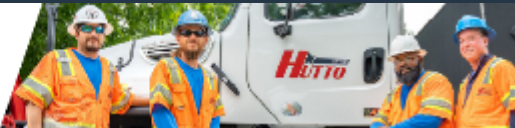
What's Next

- Anticipated Timeline
- Design: CY 23, Q4
  - Bid: CY 24, Q1
  - Construction: CY 24, Q2
  - Completion: CY24, Q4



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# P06-2024 Veteran's Memorial

|                                            |           |
|--------------------------------------------|-----------|
| FY 24 CIP Budget                           | \$125,000 |
| Encumbered FY 24                           | \$0       |
| Spent to Date FY 24                        | \$0       |
| FY 24 Budget Remaining (Budget-Encumbered) | \$125,000 |
| Project Estimate                           | \$125,000 |
| Prior Year Expenditures                    | \$0       |
| Project Total Encumbered                   | \$0       |
| Project Total Spent                        | \$0       |



# P08-2024 Cross Creek Trail Expansion (MWM)

Status

- Awarded 9/28/23

What's Next

- Design

Anticipated Timeline

- Design: CY 23, Q4
- Bid: CY 24, Q1
- Construction: CY 24, Q2
- Completion: CY24, Q4



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# P08-2024 Cross Creek Trail Expansion (MWM)

|                                            |          |
|--------------------------------------------|----------|
| FY 24 CIP Budget                           | \$60,000 |
| Encumbered FY 24                           | \$30,000 |
| Spent to Date FY 24                        | \$0      |
| FY 24 Budget Remaining (Budget-Encumbered) | \$30,000 |
| Project Estimate                           | \$60,000 |
| Prior Year Expenditures                    | \$0      |
| Project Total Encumbered                   | \$0      |
| Project Total Spent                        | \$0      |



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# P09-2024 Adam Orgain Trail Expansion (Clark Condon)

Status

- Awarded 9/28/23

What's Next

- Design

Anticipated Timeline

- Design: CY 23, Q4
- Bid: CY 24, Q1
- Construction: CY 24, Q2
- Completion: CY24, Q4



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# P09-2024 Adam Orgain Trail Expansion (Clark Condon)

|                                            |          |
|--------------------------------------------|----------|
| FY 24 CIP Budget                           | \$75,000 |
| Encumbered FY 24                           | \$30,600 |
| Spent to Date FY 24                        | \$0      |
| FY 24 Budget Remaining (Budget-Encumbered) | \$44,400 |
| Project Estimate                           | \$75,000 |
| Prior Year Expenditures                    | \$0      |
| Project Total Encumbered                   | \$30,600 |
| Project Total Spent                        | \$0      |



# P10-2024 Hutto Lake Park Dock Replacement

|                      |                                                                                                                                                            |
|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Status               | <ul style="list-style-type: none"> <li>Not Started</li> </ul>                                                                                              |
| What's Next          | <ul style="list-style-type: none"> <li>Procurement</li> <li>Installation</li> </ul>                                                                        |
| Anticipated Timeline | <ul style="list-style-type: none"> <li>Design: CY 23, Q4</li> <li>Bid: CY 24, Q1</li> <li>Construction: CY 24, Q2</li> <li>Completion: CY24, Q4</li> </ul> |



# P10-2024 Hutto Lake Park Dock Replacement

|                                            |          |
|--------------------------------------------|----------|
| FY 24 CIP Budget                           | \$50,000 |
| Encumbered FY 24                           | \$0      |
| Spent to Date FY 24                        | \$0      |
| FY 24 Budget Remaining (Budget-Encumbered) | \$50,000 |
| Project Estimate                           | \$50,000 |
| Prior Year Expenditures                    | \$0      |
| Project Total Encumbered                   | \$0      |
| Project Total Spent                        | \$0      |





# P11-2024 Replace Fencing at Fritz Park Tennis Courts

Status

- Not Started

What's Next

- Procurement
- Installation

Anticipated Timeline

- Design: CY 23, Q4
- Bid: CY 24, Q1
- Construction: CY 24, Q2
- Completion: CY24, Q4



# P11-2024 Replace Fencing at Fritz Park Tennis Courts

|                                            |          |
|--------------------------------------------|----------|
| FY 24 CIP Budget                           | \$45,000 |
| Encumbered FY 24                           | \$0      |
| Spent to Date FY 24                        | \$0      |
| FY 24 Budget Remaining (Budget-Encumbered) | \$45,000 |
| Project Estimate                           | \$45,000 |
| Prior Year Expenditures                    | \$0      |
| Project Total Encumbered                   | \$0      |
| Project Total Spent                        | \$0      |



# PI2-2024 Park Security Cameras (Sunland)

Status

- Awarded on 9/28/23

What's Next

- Design

Anticipated Timeline

- Design: CY 23, Q4
- Bid: CY 24, Q1
- Construction: CY 24, Q2
- Completion: CY24, Q4



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# PI2-2024 Park Security Cameras (Sunland)

|                                                |          |
|------------------------------------------------|----------|
| FY 24 CIP Budget                               | \$40,000 |
| Encumbered FY 24                               | \$6,238  |
| Spent to Date FY 24                            | \$0      |
| FY 24 Budget Remaining (Budget-<br>Encumbered) | \$33,762 |
| Project Estimate                               | \$40,000 |
| Prior Year Expenditures                        | \$0      |
| Project Total Encumbered                       | \$6,238  |
| Project Total Spent                            | \$0      |





# P13-2024 Mager Field ZapStand

Status

- Not Started

What's Next

- Procurement
- Installation

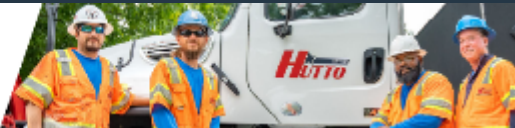
Anticipated Timeline

- Design: CY 23, Q4
- Bid: CY 24, Q1
- Construction: CY 24, Q2
- Completion: CY24, Q4



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# **PI3-2024 Mager Field ZapStand**

|                                            |          |
|--------------------------------------------|----------|
| FY 24 CIP Budget                           | \$22,500 |
| Encumbered FY 24                           | \$0      |
| Spent to Date FY 24                        | \$0      |
| FY 24 Budget Remaining (Budget-Encumbered) | \$22,500 |
| Project Estimate                           | \$22,500 |
| Prior Year Expenditures                    | \$0      |
| Project Total Encumbered                   | \$0      |
| Project Total Spent                        | \$0      |



# P14-2024 Utility Vehicle with Boom

Status

- Not Started

What's Next

- Procurement

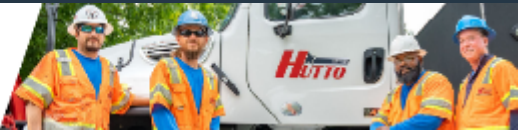
Anticipated Timeline

- Design: CY 23, Q4
- Bid: CY 24, Q1
- Construction: CY 24, Q2
- Completion: CY24, Q4



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# P14-2024 Utility Vehicle with Boom

|                                            |          |
|--------------------------------------------|----------|
| FY 24 CIP Budget                           | \$67,000 |
| Encumbered FY 24                           | \$0      |
| Spent to Date FY 24                        | \$0      |
| FY 24 Budget Remaining (Budget-Encumbered) | \$67,000 |
| Project Estimate                           | \$67,000 |
| Prior Year Expenditures                    | \$0      |
| Project Total Encumbered                   | \$0      |
| Project Total Spent                        | \$0      |





# P16-2024 Brushy Creek Amphitheater

Status

- Award on 10/12/23

What's Next

- Design

Anticipated Timeline

- Design: CY 23, Q4
- Bid: CY 24, Q1
- Construction: CY 24, Q2
- Completion: CY24, Q4

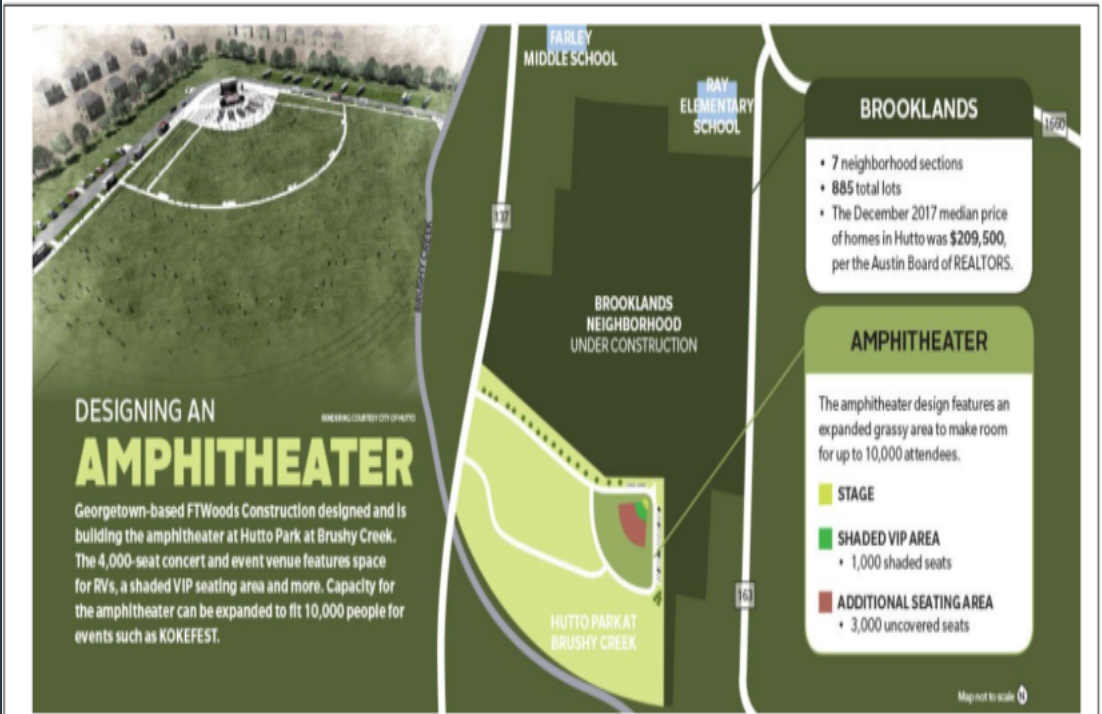


Figure 3.1: Development of the community and the amphitheater marketed as a quality of life incentive. from Community Impact Newspaper May 11, 2018



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# P16-2024 Brushy Creek Amphitheater

|                                            |             |
|--------------------------------------------|-------------|
| FY 24 CIP Budget                           | \$175,000   |
| Encumbered FY 24                           | \$0         |
| Spent to Date FY 24                        | \$0         |
| FY 24 Budget Remaining (Budget-Encumbered) | \$175,000   |
| Project Estimate                           | \$1,675,000 |
| Prior Year Expenditures                    | \$0         |
| Project Total Encumbered                   | \$0         |
| Project Total Spent                        | \$0         |

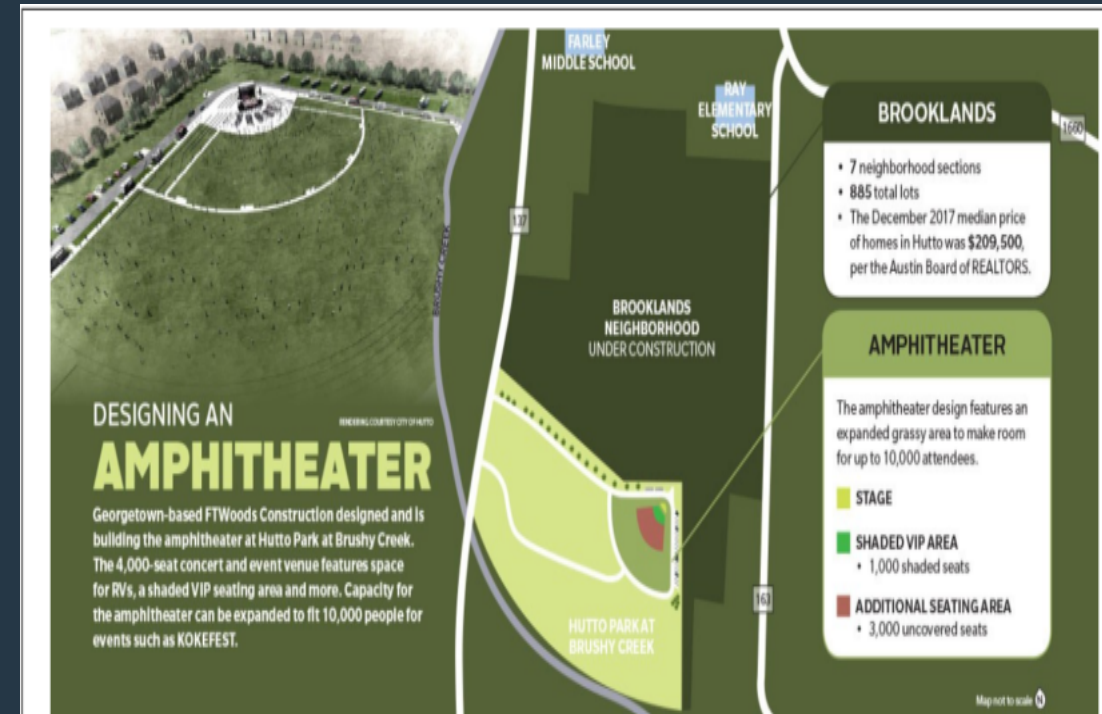


Figure 3.1: Development of the community and the amphitheater marketed as a quality of life incentive. from Community Impact Newspaper May 11, 2018

# **PI8-2024 Pickleball Courts (Clark Condon)**

|                      |                                                                                                                                                       |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| Status               | <ul style="list-style-type: none"><li>Awarded on 9/28/23</li></ul>                                                                                    |
| What's Next          | <ul style="list-style-type: none"><li>Design</li></ul>                                                                                                |
| Anticipated Timeline | <ul style="list-style-type: none"><li>Design: CY 23, Q4</li><li>Bid: CY 24, Q1</li><li>Construction: CY 24, Q2</li><li>Completion: CY24, Q4</li></ul> |



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# **P18-2024 Pickleball Courts (Clark Condon)**

|                                            |             |
|--------------------------------------------|-------------|
| FY 24 CIP Budget                           | \$165,000   |
| Encumbered FY 24                           | \$125,000   |
| Spent to Date FY 24                        | \$0         |
| FY 24 Budget Remaining (Budget-Encumbered) | \$40,000    |
| Project Estimate                           | \$1,675,000 |
| Prior Year Expenditures                    | \$0         |
| Project Total Encumbered                   | \$125,000   |
| Project Total Spent                        | \$0         |





# P19-2024 Adam Orgain Restroom (Sunland Group)

Status
 

- Awarded on 9/28/23

What's Next
 

- Design

Anticipated Timeline
 

- Design: CY 23, Q4
- Bid: CY 24, Q1
- Construction: CY 24, Q2
- Completion: CY24, Q4



# **P19-2024 Adam Orgain Restroom (Sunland Group)**

|                                                |           |
|------------------------------------------------|-----------|
| FY 24 CIP Budget                               | \$165,000 |
| Encumbered FY 24                               | \$49,678  |
| Spent to Date FY 24                            | \$0       |
| FY 24 Budget Remaining (Budget-<br>Encumbered) | \$115,322 |
| Project Estimate                               | \$165,000 |
| Prior Year Expenditures                        | \$0       |
| Project Total Encumbered                       | \$49,678  |
| Project Total Spent                            | \$0       |



# FOI-2024 Public Works Facility

Status

- Not Started

What's Next

- Design

Anticipated Timeline

- Design: TBD
- Bid: TBD
- Construction: TBD
- Completion: TBD



# FOI-2024 Public Works Facility

|                                            |              |
|--------------------------------------------|--------------|
| FY 24 CIP Budget                           | \$725,000    |
| Encumbered FY 24                           | \$0          |
| Spent to Date FY 24                        | \$0          |
| FY 24 Budget Remaining (Budget-Encumbered) | \$725,000    |
| Project Estimate                           | \$20,175,000 |
| Prior Year Expenditures                    | \$0          |
| Project Total Encumbered                   | \$0          |
| Project Total Spent                        | \$0          |





# F02-2024 Police Station/Justice Center

Status

- Not Started

What's Next

- Design

Anticipated Timeline

- Design: TBD
- Bid: TBD
- Construction: TBD
- Completion: TBD



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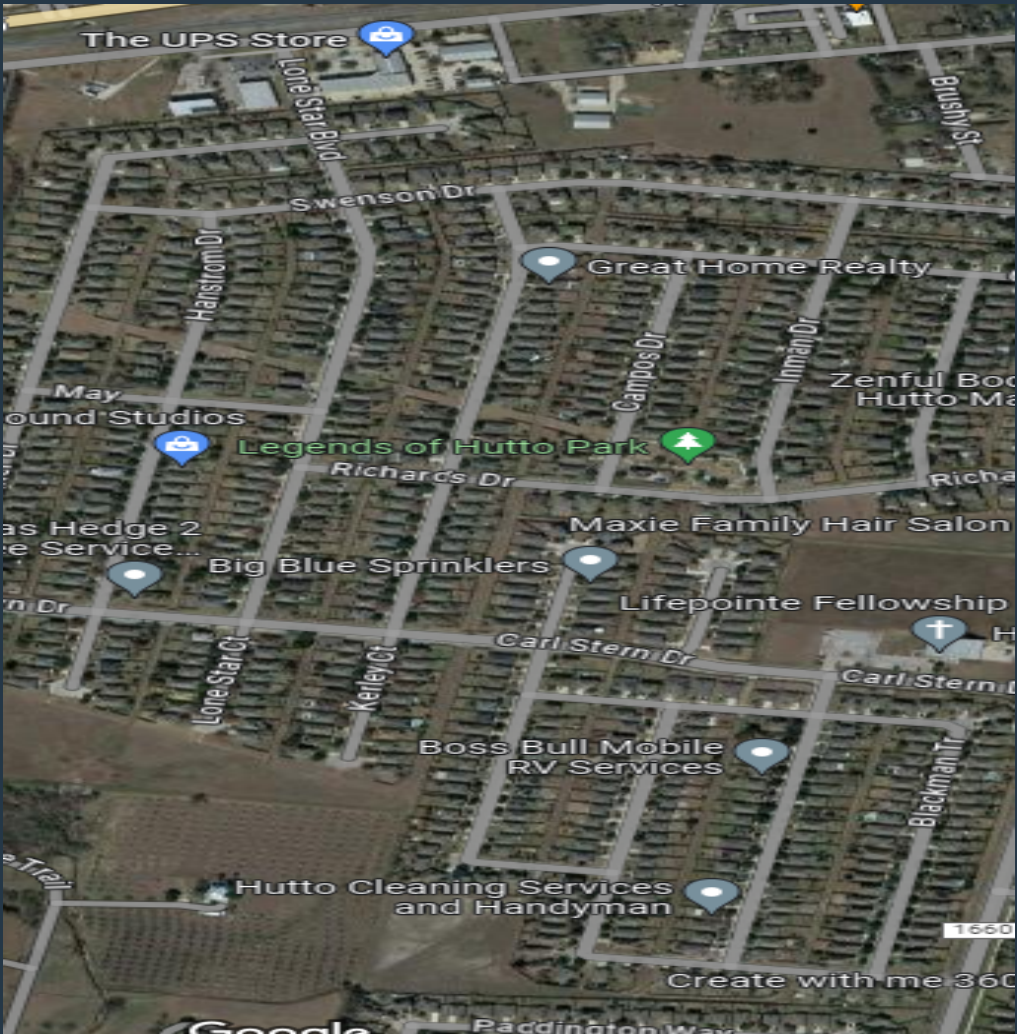
# F02-2024 Police Station/Justice Center

|                                            |              |
|--------------------------------------------|--------------|
| FY 24 CIP Budget                           | \$300,000    |
| Encumbered FY 24                           | \$0          |
| Spent to Date FY 24                        | \$0          |
| FY 24 Budget Remaining (Budget-Encumbered) | \$300,000    |
| Project Estimate                           | \$53,000,000 |
| Prior Year Expenditures                    | \$0          |
| Project Total Encumbered                   | \$0          |
| Project Total Spent                        | \$0          |



# DOI-2024 Legends of Hutto Drainage Improvements

|                      |                                                                                                                                |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------|
| Status               | <ul style="list-style-type: none"><li>Award on 10/12/23</li></ul>                                                              |
| What's Next          | <ul style="list-style-type: none"><li>Award</li><li>Design</li></ul>                                                           |
| Anticipated Timeline | <ul style="list-style-type: none"><li>Design: TBD</li><li>Bid: TBD</li><li>Construction: TBD</li><li>Completion: TBD</li></ul> |



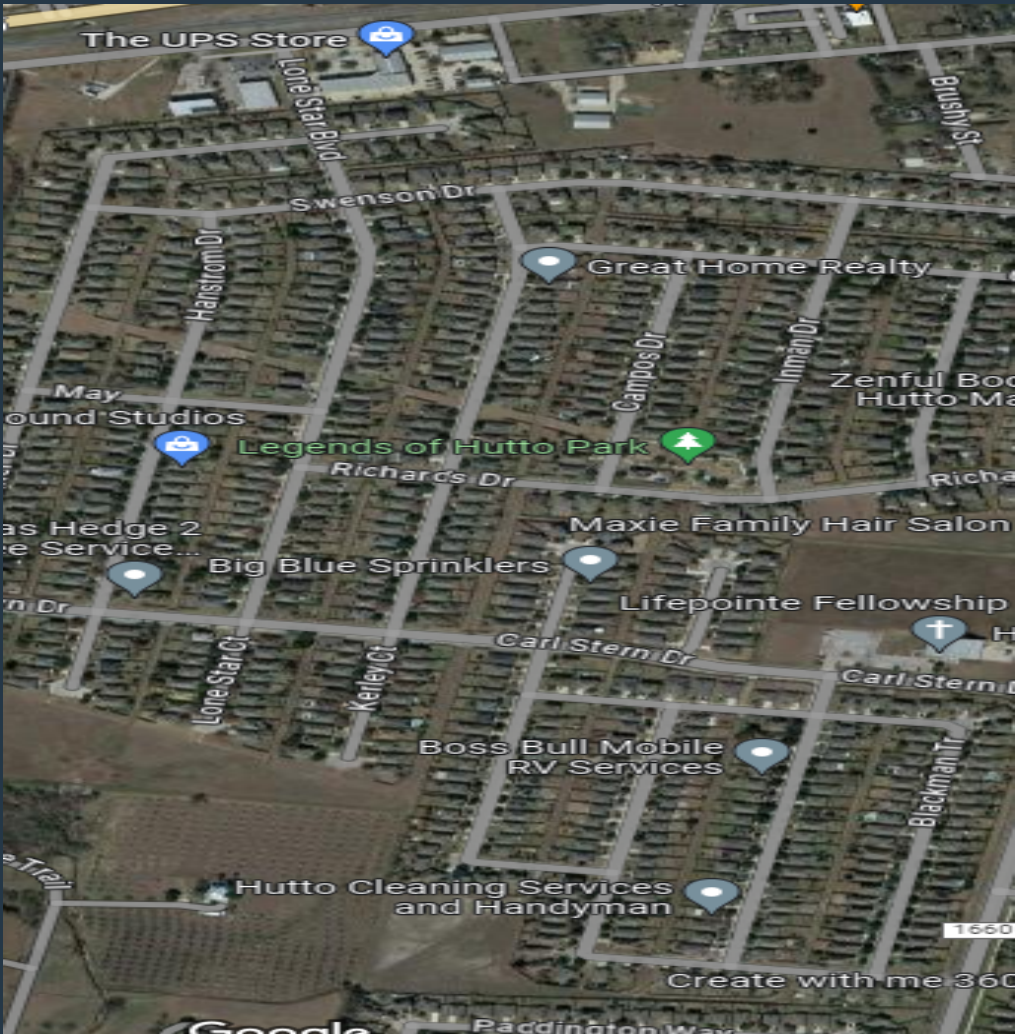
[huttotx.gov/CIP](http://huttotx.gov/CIP)





# DOI-2024 Legends of Hutto Drainage Improvements

|                                            |             |
|--------------------------------------------|-------------|
| FY 24 CIP Budget                           | \$171,875   |
| Encumbered FY 24                           | \$0         |
| Spent to Date FY 24                        | \$0         |
| FY 24 Budget Remaining (Budget-Encumbered) | \$171,875   |
| Project Estimate                           | \$1,237,500 |
| Prior Year Expenditures                    | \$0         |
| Project Total Encumbered                   | \$0         |
| Project Total Spent                        | \$0         |



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# AGENDA ITEM REPORT

9.1.



**To:** Planning and Zoning Commission  
**Subject:** Conduct a public hearing and consider possible action on Ordinance No. O-2023-071 regarding a Co-Op Planned Unit Development Amendment, 35.102 acres, more or less, located on US 79 West at CoOp Blvd (First Reading) (Ashley Bailey)  
**Meeting:** Thursday, October 12, 2023  
**Department:** Development Services  
**Staff Contact:** Ashley Bailey

## BACKGROUND INFORMATION:

The CoOp site is partially developed with civic, commercial, and open space amenity areas. The purpose of the amendment is to bring this existing Planned Unit Development (PUD) into compliance with the Amended Development Agreement approved by City Council on May 4, 2023 to expand the list of prohibited uses, set density expectations, reduce compact parking to 10%, and define some retail placement within the development. This amendment is on the 10/10 Planning and Zoning Commission meeting, staff will update City Council with the specific recommendation at the meeting.

**North:** Existing residential

**East:** Old Town Hutto, Historic District

**South:** Commercial and Light Industrial uses, US79 West ROW

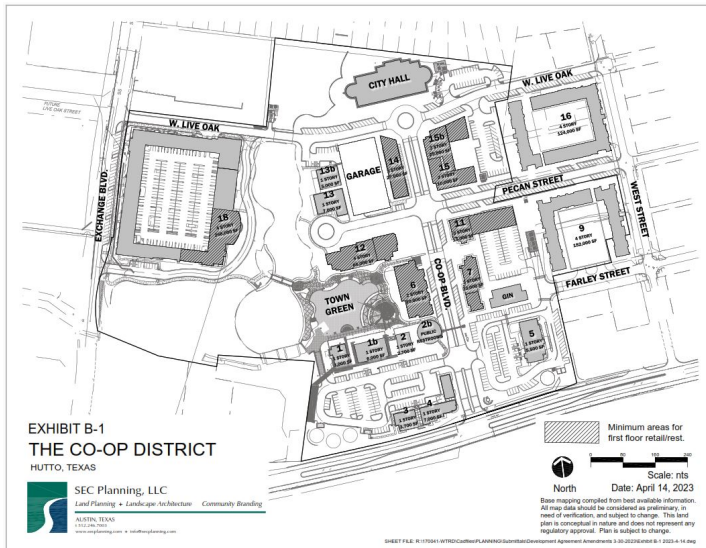
**West:** Zoned Commercial (B-1 and B-2)

The plan is modified, as attached, in the following areas:

- Concept Plan modifications are limited to 20% cumulative for the size of sections of phase.
- The PUD shall also require the following provisions within the Plan:
  - All buildings not yet constructed or under construction must be at least two-stories, except as set forth in No. 2 below, or except with a Special Use Permit.
  - Single-story restaurants shall be allowed that either front, or back up to, the lake or town green.
  - Multifamily-projects (other than Tract 6 of Exhibit C), may be constructed within the Co-Op District so long as the first floor of all buildings as specifically identified on the diagram below are restricted to retail/restaurant/entertainment uses, except via Special Use Permit. Exceptions to these frontage requirements are allowed for entry drives to internal parking, stairwells, leasing offices, and convention space

# AGENDA ITEM REPORT

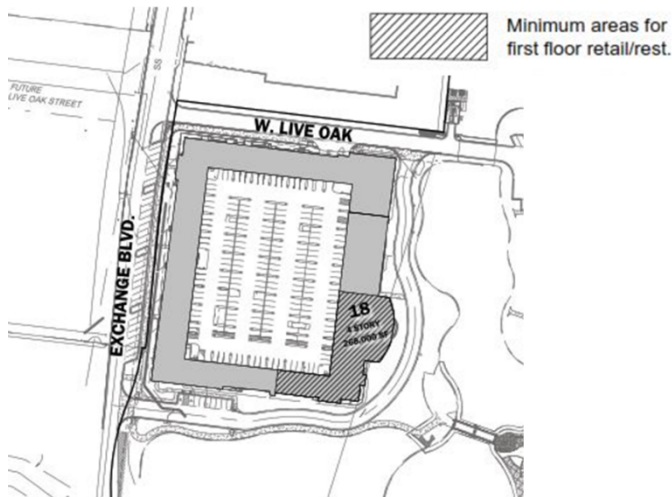
9.1.



- Live/work units, or dedicated stand-alone condominiums, or spaces that have an office appearing front facade that can function as a place to conduct business and reside, may be allowed on the first floor of buildings with consent of the City Council for the sections that are not primary retail, dining or entertainment corridors, such as Farley Street east of Coop Blvd, or sections of Pecan or West Street.
- All allowed uses in the Planned Unit Development (PUD) (save and except Prohibited Uses as set forth in Section 2.2 of this PUD, including office space and multi-family uses, can occupy space on the second floor and above anywhere within the boundaries of the PUD.
- Buildings constructed within the Project may be constructed using zero-lot lines (no setbacks) as a basis for increasing density within the Project.
- Tract 6 of Exhibit C shall contain a fully wrapped urban style project wrapping a parking garage for both resident, visitor and public uses, and includes first floor or street level uses for dining, retail or entertainment uses as located on the below diagram:

# AGENDA ITEM REPORT

9.1.



- During construction throughout the Co-Op District, temporary parking lots shall be allowed with an amended and approved site plan.
- The current rules and ordinances allow for sip and stroll of alcoholic beverages (open containers in public) and that there are no prohibitions or restrictions with regard to proximity of alcohol sales to church or education facilities beyond what is accounted for in State law. The Project will have the right to continue sip and stroll and future restrictions that may be enacted by the City in regard to proximity of alcohol sales to church or educational facilities shall not apply.
- Permitted uses within the boundaries of the PUD are as listed in the land use table with an expanded list of prohibited uses.

The Planned Unit Development (PUD) process and zoning designation allows creativity, innovation and flexibility in land use, density, site planning and design for a parcel that would result in a project more appropriate and desirable than what would result from strict application of the UDC. Development standards are required for a parcel that would be developed as a PUD. Staff has reviewed the proposed PUD development standards against the required criteria and this PUD is in compliance with each item.

The PUD is consistent with the spirit of the community, neighborhood and other applicable land use and development plans, compatible with the character of adjacent development or recommended land uses, it would not adversely affect property near the site, and it achieves the benefits of improved design.

The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value.

The PUD will give benefits through providing open space, parks, conservation of environmental features, aesthetic features and harmonious design, and/or energy efficient site design.

The benefits of preserving land for open space, parks or other public amenities outweigh the potential impact from more intense or dense development on the site.

The PUD controls external effects on nearby land uses such as movement and congestion of traffic; lighting; trash accumulation and litter; noise, air and water pollution; and other factors affecting public health, welfare, safety and convenience.

The PUD will be served by adequate facilities including streets, fire protection, water and sanitation.

The PUD does not have a significantly greater burden on the city's existing infrastructure, public improvements and

# AGENDA ITEM REPORT

9.1.



services than development at a density permitted under the current zoning or suggested under community, neighborhood and other applicable land use and development plans, or that arrangements are made to mitigate impacts.

PUD architectural design, landscaping, hardscaping and signage parameters must give evidence of compatibility with adjacent development, internal consistency of design, and conformance to city design standards.

Staff finds that the proposed PUD Amendment for the Co-op District meets the intent of all provisions for PUD Review Criteria as listed in Section 10.203.10.3 of the UDC. Therefore, staff recommends approval of the proposed amendments.

## **SUMMARY OF REQUEST:**

Open public hearing, conduct public hearing, close public hearing. Motion to accept the Amendment to the Co-Op Planned Unit Development.

## **STAFF REVIEW:**

Staff has not comment for public hearing

## **FISCAL NOTES:**

No known fiscal impact from conducting public hearing or from amendment.

## **POLICY IMPLICATIONS:**

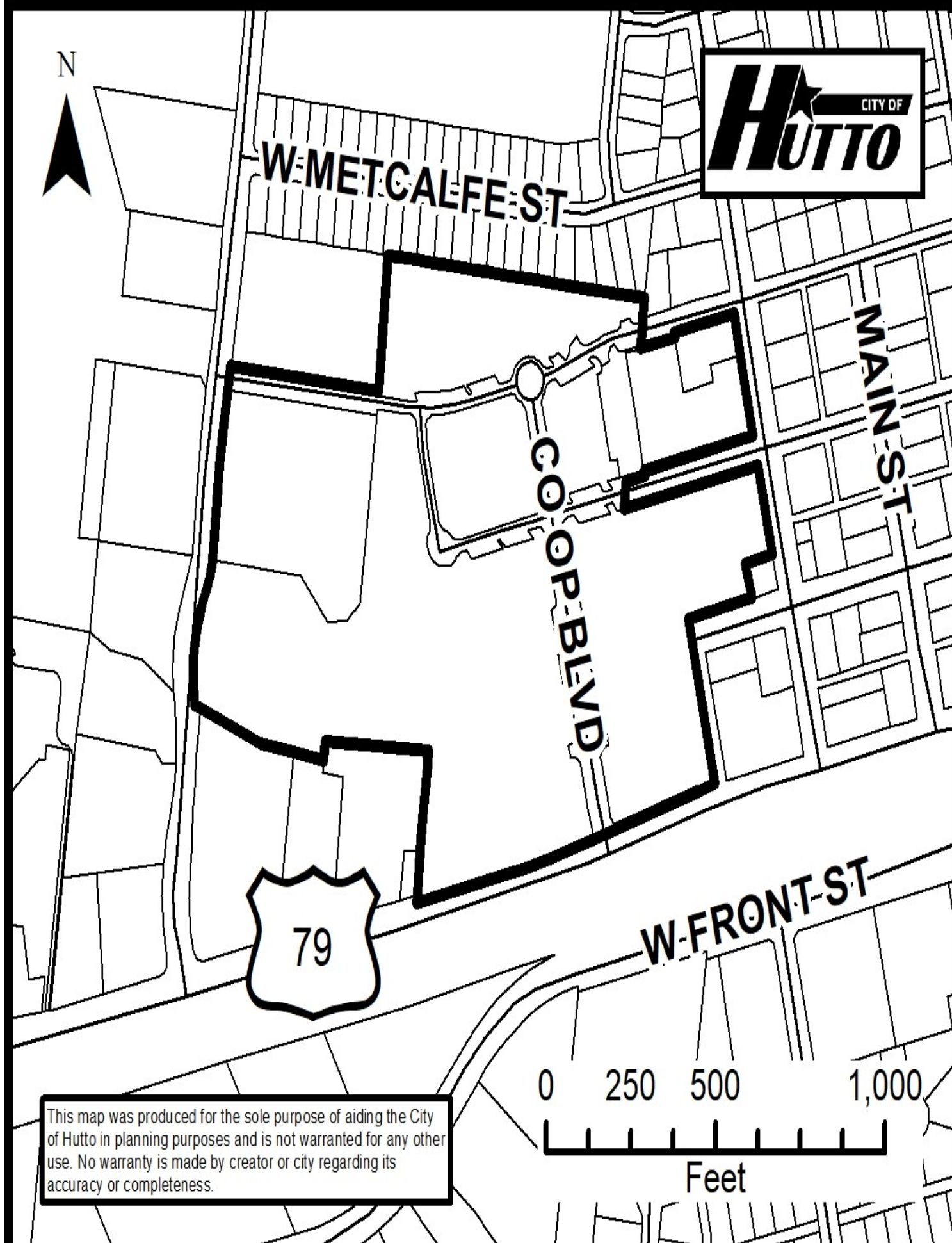
None with this amendment.

## **ATTACHMENTS:**

1. Location Map
2. CoOp Amended and Restated Agreement 5.4.23-001 Recorded
3. LOI
4. Co-OpDistrictPUDAmend2(Ord)
5. Exhibit A
6. Exhibit B



# Co-Op District PUD Amendment #2 (35.1021 acres)



**HUTTO CO-OP DISTRICT**

**AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT**

This Amended and Restated Master Development Agreement (" Restatement") is entered into to be effective as of the 4th day of May, 2023 (the " Restatement Effective Date"), by and among the City of Hutto, Texas (the " City"), a home rule city organized under the laws of the State of Texas, and 420 US 79, Ltd., a Texas limited partnership (the " Developer"). The City and the Developer are, collectively, the " Parties" to this Restatement.

This Restatement supersedes and replaces in full those documents referred to as Amended and Restated Master Development Agreement between the City and Developer, dated May 18, 2018, amended by the First Amendment to Amended and Restated Master Development Agreement dated September 1, 2018, the Second Amendment to Amended and Restated Master Development Agreement dated December 6, 2018, and the Third Amendment to Amended and Restated Master Development Agreement dated July 22, 2019 (collectively, the " Ancillary Documents").

This Restatement also supersedes and replaces in full, unless otherwise stated, herein, the Master Development Agreement, ("MDA"), between the City and MA Partners, LLC (the successor to Developer, the Agreement having been assigned to Developer), dated August 17, 2017, which remains the Effective Date of the MDA.

**RECITALS**

**WHEREAS**, the Co-Op District is being developed as an urban mixed-use development consisting of a mix of office, commercial, retail, residential and civic space, (the "Property"), as described in Exhibit "A," as the Property's proximity to Hutto's Historic Old Town, existing commercial district, and access to Highway 79 proves to be a great location for entertainment uses; and

**WHEREAS**, certain economic incentives to the Developer for development of the Project pursuant to the MDA were to be provided by the City; and

**WHEREAS**, MDA, Article III, Due Diligence Period expired; and

**WHEREAS**, pursuant to MDA, Article III, Section 3.03, a portion of Property was conveyed to Developer subject to a Right of Reverter that was later satisfied and removed; and

**WHEREAS**, pursuant to MDA, Article III, Section 3.06, the County Land was acquired by Developer; and

**WHEREAS**, pursuant to MDA, Article V, Sections 5.04 and 5.07 and Article VII, City Hall was constructed by Developer and accepted by the City; and

**WHEREAS**, pursuant to MDA, Article VI, the construction of the Initial Improvements and the Public Improvements has occurred; and

**WHEREAS**, on June 7, 2018, by Resolution No. R-18-06-07-9D, the City created the Public Improvement District, and levied assessments to finance the costs of all or a portion of the Public Improvements, and also approved a Service and Assessment Plan providing for the levy of the assessments on the Property, and did levy special assessments against the Property with an Assessment Ordinance based on the approved Service and Assessment Plan, ("PID Assessment"); and

**WHEREAS**, on January 4, 2018, by Ordinance No. O-18-01-04-12A, the City created Reinvestment Zone Number One, the Co-OP District Tax Increment Reinvestment Zone; and

**WHEREAS**, the Public Improvements were financed through the PID financing transaction described in that certain Limited Offering Memorandum approved and consented to by the City Council on December 6, 2018; and

**WHEREAS**, in furtherance of development of the Project, the following documents (the "Ancillary Documents") were executed by the Developer and former City Manager Jones and approved as to form by former City Attorney William H. Bingham:

- (a) Option Agreement between the City and MA Partners, LLC., executed October 19, 2017.
- (b) Amended and Restate Master Development Agreement between the City and Developer, executed May 18, 2018.
- (c) First Amendment to Option Agreement between the City and Developer, executed May 18, 2018
- (d) Special Warranty Deed executed May 18, 2018.
- (e) First Amendment to the Amended and Restated Master Development Agreement between the City and Developer, executed September 1, 2018.
- (f) Second Amendment to the Amended and Restated Master Development Agreement between the City and Developer, executed December 6, 2018.
- (g) Third Amendment to the Amended and Restated Master Development Agreement between the City and Developer, executed July 22, 2019; and

**WHEREAS**, any other Fee Credit Agreements entered into between the Developer and former City Manager Jones and any other party, excluding the Hutto Bible Church, not listed above are null and void; and

**WHEREAS**, the City and the Developer desire to set forth in this Restatement acknowledgements of the current state of the Project, actions taken pursuant to the MDA and Ancillary Documents and to amend and restate the terms and conditions of the MDA; and

**WHEREAS**, certain controversies have arisen between the Parties regarding the Ancillary Documents, thereto, the validity and enforceability of the Ancillary Documents, and the Parties wish to resolve those controversies by the execution hereof and the mutual covenants contained herein; and

**WHEREAS**, the Parties recognize that all agreements of the Parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## **ARTICLE I** **RECITALS**

The recitals set forth above are true and correct and are incorporated, herein, and made a part hereof as findings for all purposes.

## **ARTICLE II** **INCORPORATION BY REFERENCE**

**2.01** The terms of the MDA and Ancillary Documents are incorporated herein by reference.

**2.01** By the execution of the Restatement, the terms of the MDA and Ancillary Documents are amended and restated, in accordance with this Restatement for the MDA, as set forth in Article III, below.

## **ARTICLE III** **AMENDED AND RESTATED TERMS FOR THE MDA**

**3.01 Effect of Amended and Restated Terms.** Upon the Restatement Effective Date of this Restatement, the Amended and Restated Terms as set forth in this Article III shall amend, and restate those certain provisions the MDA and Ancillary Documents in the manner referenced in this Article III. The Restatement shall supersede the MDA and Ancillary Documents. In the event of a conflict between a provision of this Restatement and the MDA or Ancillary Documents, then the provision of this Restatement shall prevail.

**3.02 Development Standards .** Development and Construction on the Property within the Co-Op District subject to the Restatement shall comply with the Hutto Co-Op District Design Guidelines, "Design Guidelines." The Design Guidelines are on file in the Hutto Development Services Department. All construction must meet the Design Guidelines, as may be amended by the Hutto Co-Op District Owners Association ("POA") Board, in accordance with and enforcement of the Design Guidelines by the Architectural Control Committee, ("ARC"), that is required by the POA. The City shall not issue a Building Permit if the Design Guidelines are not substantially followed unless approved by the ARC with an affirmative vote of the City Representative appointed to the POA Board Minimum First Floor Retail Areas shall be constructed in accordance with Exhibit B-1, Minimum First Floor Retail Areas. Developer may submit an application to vacate the Right-of-Way as shown on Exhibit B-2, ROW Vacation.



**3.03 Additional Construction Conditions.** Attached hereto as Exhibit "C" are the "Additional Construction Conditions" for construction on property within the Co-Op District subject to the MDA. All construction must meet the Additional Construction Conditions.

**3.04 Architectural Control Committee.** The City Manager or his designee shall be entitled to one position on the Architectural Control Committee of the Hutto Co-Op District Owners' Association.

**3.05 Prohibited Uses.** The Property is zoned Co-Op District Planned Unit Development, pursuant to City of Hutto Ordinance No. O-17-12-07-8A. The uses attached hereto as Exhibit "D" are prohibited on property within the Co-Op District subject to the MDA. In so much as the zoning applied to the property might otherwise allow these restricted uses, the Developer shall restrict the uses in Exhibit "D" from being allowed within the Co-Op District. An application to amend the PUD to include the prohibited uses shall be filed by the Developer and the City will support the application. No permits or Certificates of Occupancy for the Prohibited Uses shall be issued or approved by the City for the prohibited uses.

**3.06 Dedication and Conveyance of Gin Site and POA owned property.**

(a) The Developer shall convey the Gin Site and Gin Lot, including the building, by Special Warranty Deed. The Gin Site was added as part of the Property subject to the Option Agreement pursuant to the First Amendment to Option Agreement, dated May 18, 2019. The Gin Site was conveyed to Developer with additional Option Property pursuant to a Special Warranty Deed dated May 18, 2018, and recorded in Document No. 2018044838 of the Official Records of Williamson County, Texas. The Warranty Deed contained a Right of Reverter that was later satisfied and terminated pursuant to that certain Affidavit of Satisfaction dated May 1, 2019, and recorded in Document No. 2019037372, of the Official Records of Williamson County, Texas. Within 150 days of the Restatement Effective Date of the Restatement, The Developer shall convey the Gin Site and Gin Lot, by Special Warranty Deed to the City after the PID Assessment is paid and confirmed by the PID Administrator for the City, provide title insurance evidencing clear title and remove all encumbrances to title. Developer will file a replat of the Gin site, removing the Southside parking from the Gin site and moving the north line 5' north to allow more access to the building on the north side. The plat will also show utility easements and the rear access road from the Southside parking area. The City agrees to waive all plat and review fees.

(b) The Town Green, Splash Pad, Irrigation Wells and Pump House, ("POA Property"), shall not be sold, transferred or otherwise conveyed unless sold, transferred or conveyed to the POA. Should the POA notify the City of the POA's intent to sell, transfer or otherwise convey the POA Property, the POA shall notify the City and shall dedicate and donate by Special Warranty Deed, the POA Property. If the City does not accept the Special Warrant Donation Deed of the POA Property, the City shall have the right to approve the purchaser of the POA Property by written consent to the sale, transfer or conveyance. A note shall be placed on final plats or replats and site plans that the POA Property shall not be sold, transferred or otherwise conveyed.

**3.07 Repayment of Flix Credits.** The First Amendment to Amended and Restated Master Development Agreement, dated September 1, 2018, provided for a \$200,000 reduction in the value of the City Property, in exchange for Developer agreeing to provide to the Flix theater project a \$200,000 financial incentive. However, because of the global Covid pandemic, Flix was unable to fulfill the terms of its lease with Developer, and was forced to terminate its project. Within five business days after the execution of the Restatement, the Developer shall tender to the City the amount of \$100,000.00 or \$50,000.00 if the payoff of the PID Assessment is more than \$150,000.00.

**3.08 Reduction of Fee Credits.** The Third Amendment to the Amended and Restated Master Development Agreement, dated July 22, 2019, provided for Fee Credits (as defined therein) in the amount of \$900,000. The Fee Credits shall be reduced as of the Restatement Effective Date hereof, to the amount that has been utilized by the Developer of such Fee Credits. A Fee Credit of up to \$100,000 has been assigned to the Hutto Bible Church by the Developer. The Hutto Bible Church shall file an application for the Fee Credits with the City upon relocation and rebuilding of the church. No other Fee Credits given by the Developer or any other person or entity, including former City Manager Jones, shall be allowed. No Fee Credits shall be applied to Water, Wastewater or Transportation Impact Fees. No other waiver of Fees shall be allowed for applications, reviews, permit and inspection of the improvements. Other than the public infrastructure being conveyed in Section 3.11, below, Developer shall be required to post a two (2) year maintenance bond in accordance with the City's Unified Development Code and Hutto City Code.

**3.09 Performance Standards, Default and Remedies.** Because certain controversies have arisen between the Parties regarding the Ancillary Documents, thereto, the validity and enforceability of the Ancillary Documents, MDA Section 5.07(c) is deleted in its obligation of the Developer and replaced with the obligation of the Developer to start vertical construction of the Parking Garage. Developer shall have the later of (a) 270 days from the Restatement Effective Date of this Restatement, or (b) 210 days from receipt of building permits from the City to start vertical construction of the Parking Garage. Developer shall apply for building permits the later of ninety (90) days of the Restatement Effective Date, or within ninety (90) days of the date of the approved amended plat or replat. Within sixty (60) days, the City shall expeditiously review any application or permit for the Parking Garage. For each day after the sixty (60) day review period for the application or permit for the Parking Garage, Developer shall have an additional day added to the start day of vertical construction. MDA Section 5.07(d) Remedies is deleted in its entirety and replaced with the following: If Developer fails to perform on the Parking Garage Obligations as outlined in 3.09 of the Restatement, Developer shall have 30 days to cure the default upon written notice from City. If Developer fails to cure the default within 30 days after the written notice, then Developer shall deed the remaining undeveloped Property to the City and this Restatement shall terminate as to Developer's obligations under MDA Section 5.07.

- (a) Section 10.03 Default; Remedies of the MDA shall remain in full force and effect.
- (b) Developer shall not employ undocumented workers and certifies compliance with Section 10.04 Undocumented Workers of the MDA.

(c) Section 10.14 of the MDA is amended to remove "a recession" as an Event of Force Majeure. Developer agrees that economic market conditions are out of the control of the City and are a part of developing in a normal course of business.

**3.10 City Hall Property and Maintenance.** The pond next to City Hall on the City Hall Property shall be replated and conveyed to the POA. City Hall Property will be maintained by the POA. The POA has been maintaining the City Hall Property and the POA has been maintaining the City Hall Property. Within two weeks from the execution hereof, the City shall pay to the Developer the amount of \$74,400 as the agreed amount for prior maintenance of the City Hall Property by the Developer satisfying all claims of arrears as long as invoices are provided to the City verifying the amount of \$74,400. Additionally, City shall pay the lesser of (i) the actual, verified cost of maintaining City Hall Property, or (ii) \$3,100 per month to the POA on an ongoing basis for maintenance of City Hall Property as long as funds are budgeted by the City and upon an invoice showing the actual costs of maintenance of the City Hall Property submitted to the City. Such amount paid by the City each year shall not increase by more than 3% over the previous year, as long as the scope of work as not increased at the request of the City. All landscaping required by the MDA that has been damaged and not replaced shall be reinstalled with landscaping by the developer.

**3.11 Conveyance of Public Infrastructure and Improvement of Exchange Boulevard.** Developer will convey to the City all public streets, roads, water, wastewater, and drainage infrastructure, not including the ponds, which have been completed to date, no later than May 22, 2023, in accordance with the City's Unified Development Code and Hutto City Code. The Developer shall complete the punch list items prior to submitting the above public improvements for acceptance. The punch list items, which are coating of an existing wastewater manhole located at the southwest corner of the former Flix tract near Exchange Blvd. and installation of the backer rod and sealant in the stone expansion joints on the pond wall, shall be repaired within 90 days from the Restatement Effective Date, hereof or repaired in accordance with the estimate for repairs as approved by the City Engineer. The Developer shall provide a bank qualified letter of credit for construction defects not repaired prior to acceptance by the City.

(a) The Urban Style apartment complex, as shown on Exhibit B-1, located at the corner of Live Oak and Exchange Boulevard, Traffic Impact Fee, if required, shall contribute to the rebuilding of Exchange Boulevard from Live Oak to Highway 79. The City may have additional Traffic Impact Fees due from other developments to assist with the rebuilding Exchange Boulevard from Live Oak to Highway 79.

**3.12 Event Management Agreement and Opening of Town Green.** Developer and City shall negotiate and enter into the Event Management Agreement (as contemplated within Article 5.08 of the MDA) within 90 days after the Restatement Effective Date. The Event Management Agreement shall cover the Town Green, including the Amphitheater (Stage), and Splashpads. The Event Management Agreement shall, at a minimum, confirm that the Town Green shall be (i) open to the public at all times, except in the event of maintenance or construction; (ii) maintained by the POA in a first-class condition at its expense, (iii) be available for the City to plan/book events (at no cost to the City) for a minimum of one (1) day each month; and (iv) will calendar and plan events for each year by the end of September of the previous year. The Event Management Agreement shall provide for provisions of security, clean-up, insurance, and damages for events

sponsored by the City, and will further provide for coordination with the Association event coordinator for date scheduling. Developer will open for operation and make available to the public the Splash Pad and Town Green and Stage by May 25, 2023, in anticipation of Memorial Day weekend, 2023. Additionally, the Event Management Agreement shall provide a special, streamlined process for any required permitting for events to be held on the Town Green.

**3.14 POA Maintenance Binder.** Within 90 days from the Restatement Effective Date hereof, Developer shall provide to the City Manager a maintenance binder outlining standard operating procedures for how the POA plans to maintain the public access areas owned, or maintained, by the POA.

#### **ARTICLE IV MISCELLANEOUS**

**4.01 Notice.** Any notice and or statement required and permitted to be delivered under this Restatement shall be deemed delivered by actual delivery, by electronic mail, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

If to City:                      City of Hutto  
Attn: James Earp, City Manager  
500 West Live Oak Street  
Hutto, TX 78634  
Phone: (512) 759-4030  
Email: james.earp@HuttoTX.gov

With copy to:                Bojorquez Law Firm, P.C.  
Atten: Alan Bojorquez  
11675 Jollyville Road, Suite 300  
Austin, Texas 78759  
Email. alan@texasmunicipallawyers.com

If to the Developer:        420 US 79, Ltd.  
230 Klattenhoff Lane, Ste. 102  
Hutto, Texas 78634  
Attn: Wyatt Henderson and Bob Wunsch  
Phone: 972-715-6450  
Email: [whenderson@madev.com](mailto:whenderson@madev.com); [bob@waterstonedevelopment.com](mailto:bob@waterstonedevelopment.com)

With required copy to:    Butler Family Interests  
PO Box 9190  
Austin, TX 78766  
Attn: Matt Harriss  
Phone: (512) 329-7550  
Email: [mharriss@butlerinterests.com](mailto:mharriss@butlerinterests.com)



And: Sneed Vine & Perry  
 900 Congress Avenue., Suite 300  
 Austin, TX 78701  
 Attn: Bill Brown  
 Phone: (512) 494-3127  
 Email: bbrown@sneedvine.com

Any Party may designate a different address or different contact at any time upon written notice to the other Parties.

**4.02 Interpretation.** Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Restatement. Regardless of which party prepared the initial draft of this Restatement, this Restatement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

**4.03 Governing Law and Venue.** This Restatement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in Williamson County, Texas.

**4.04 Severability.** In the event any provisions of this Restatement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the Parties that the remainder of this Restatement shall not be affected. It is also the intention of the Parties of this Restatement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Restatement, which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

**4.05 Paragraph Headings.** The paragraph headings contained in this Restatement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

**4.06 No Third-Party Beneficiaries.** This Restatement is not intended to confer any rights, privileges, or causes of action upon any third party.

**4.07 Exhibits.** The following exhibits are attached and incorporated by reference for all purposes:

**Exhibit A:** Property Description

**Exhibit B-1:** Minimum First Floor Retail Areas

**Exhibit B-2:** ROW Vacation

**Exhibit C:** Additional Construction Conditions

**Exhibit D:** Prohibited Uses

**Exhibit E:** HB 1295 Compliance and No Boycott Verification

**4.08 No Joint Venture.** It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the

Parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the development of the Project or the design, construction or operation of any portion of the Project.

**4.09 No Waiver.** The Parties may waive any of the conditions contained herein or any of the obligations of the other Party hereunder, but any such waiver shall be effective only if in writing and signed by the Party waiving such conditions or obligations.

**4.10 Attorney's Fees.** Should any legal action be brought by either Party because of a breach of this Agreement or to enforce any provision of this Agreement, then the prevailing party shall be entitled to its attorney fees and costs.

**4.11 No Personal liability of public officials or the City.** To the extent permitted by State law, neither the City, any City agent or representative, nor any public official or employee shall be personally liable or responsible for any liability arising under or related to this Restatement.

**4.12 HB 1295 Compliance and No Boycott Verification.** Developer shall verify compliance with HB 1295 and No Boycott requirements of state law, attached and Exhibit "D")

**4.14 Reservation of Rights.** To the extent consistent with this Agreement, each Party reserves all rights, privileges, and immunities under Applicable Laws.

**4.15 Term.** This Restatement shall become enforceable upon the Restatement Effective Date and shall expire on the same terms as the MDA.

**4.16 Recorded in Real Property Records.** This Restatement shall be recorded in the Williamson County Real Property Records.

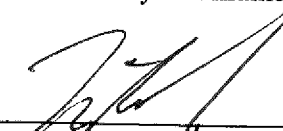
**4.17 Counterparts.** To facilitate execution, this Restatement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of all Persons required to bind any party appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Restatement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the Parties hereto.

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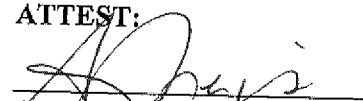
**EXECUTED** to be effective as of the Restatement Effective Date.

**CITY OF HUTTO, TEXAS,**  
a Home Rule city and municipal corporation

By: \_\_\_\_\_

  
Mike Snyder, Mayor

**ATTEST:**

  
Angela Lewis, City Secretary

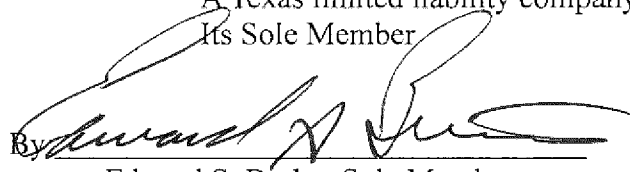


**DEVELOPER**

**420 US 79, LTD.,**  
a Texas limited partnership

By: 420 US 79 GP, LLC,  
A Texas limited liability company,  
Its General Partner

By: BCP GP, LLC,  
A Texas limited liability company,  
Its Sole Member

By:   
Edward S. Butler, Sole Member

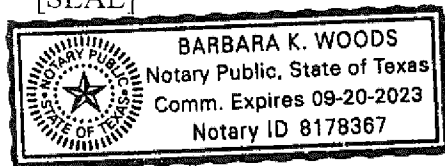
STATE OF TEXAS §

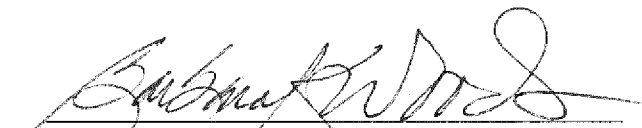
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 4<sup>th</sup> day of May, 2023 by, Edward S. Butler, Sole Member of 420 US 79 GP, LLC, a Texas limited liability company, on behalf of 420 US 79 GP, LLC.

SUBSCRIBED AND SWORN TO before me this 4<sup>th</sup> day of May, 2023.

[SEAL]



  
Notary Signature



## EXHIBIT "A"

## PROPERTY DESCRIPTION

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 35,1021 ACRES (1,529,046 SQUARE FEET), PARTIALLY OUT OF THE WILLIAM J. BROWN SURVEY NO. 22, ABSTRACT NO. 105, AND PARTIALLY OUT OF THE NATHANIEL EDWARDS SURVEY NO. 21, ABSTRACT NO. 225, BOTH IN WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF A CALLED 4.43 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY IN DOCUMENT NO. 2005053311 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID TRACT BEING A PORTION OF LOTS 23 & 24, BLOCK A, HUTTO SQUARE COMMERCIAL LOTS, RECORDED IN CABINET Z, PAGES 281-282 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), AND BEING ALL OF LOT 1A, BLOCK 9 OF RAILROAD ADDITION, LOTS 1-4, 5 (S/PT), AND 7 BLOCK 9, AMENDED PLAT, RECORDED IN DOCUMENT NO. 2015080695 (O.P.R.W.C.T.), AND BEING ALL OF A CALLED 0.464 ACRE TRACT CONVEYED TO HILL COUNTRY BIBLE CHURCH HUTTO IN DOCUMENT NO. 2016077686 (O.P.R.W.C.T.), AND BEING ALL OF LOTS 1-7 OF THE FINAL PLAT OF THE CO-OP DISTRICT, DEDICATED IN DOCUMENT NO. 2018038896 (O.P.R.W.C.T.), AND BEING ALL OF THE PORTIONS OF WEST LIVE OAK STREET (RIGHT-OF-WAY VARIES), WEST PECAN STREET (RIGHT-OF-WAY VARIES) AND CO-OP BOULEVARD (RIGHT-OF-WAY VARIES) DEDICATED IN SAID CO-OP DISTRICT, SAID 35.1021 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



PO Box 90876  
Austin, TX 78709  
(512) 537-2384  
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**BEGINNING**, at a 1/2-inch iron rod with "RJ" cap found in the south line of Lot 15, Block A, Hutto Square Section 1, recorded in Cabinet W, Slides 263-267 (P.R.W.C.T.), and being the northeast corner of a called 2.814 acre tract conveyed to WLD Petersen Investments-Hutto, LLC, in Document No. 2015048567 (O.P.R.W.C.T.), and being the common north corner of Lots 23 and 24, Block A, of Hutto Square Commercial Lots, recorded in Cabinet Z, Pages 281-282 (P.R.W.C.T.), and being the northwest corner of Lot 1 of said Co-op District, for the northwest corner and **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod with illegible cap found in the east right-of-way line of Exchange Boulevard (right-of-way varies), and being the southwest corner of Lot 23, Block A of said Hutto Square Section 1, and being the northwest corner of Lot 24, Block A, of said Hutto Square Commercial Lots, and being the northwest corner of said WLD Petersen tract bears, N83°12'42"W, a distance of 422.93 feet;

**THENCE**, with the south line of Block A of said Hutto Square Section 1 and the north line of Lot 1 of said Co-op District, S83°12'42"E, a distance of 762.58 feet to a 1/2-inch iron rod with illegible cap found for an exterior ell-corner hereof, said point being in the west line of Lot 1, Block 13 of the I. & G. N. Railroad Addition, a subdivision recorded in Volume 50, Page 251 of the Deed Records of Williamson County, Texas (D.R.W.C.T.), and being the southeast corner of Lot 1, Block A of said Hutto Square Section 1, and being the northeast corner of Lot 1 of said Co-op District;

**THENCE**, in part with the west line of Lot 1, Block 13 of said I. & G. N. Railroad Addition, in part with the west right-of-way line of said W. Live Oak Street, in part with the east line of Lot 1 of said Co-op District, in part over and across said W. Live Oak Street, and in part with the east line of Lot 2 of said Co-op District, S07°51'48"W, a distance of 107.24 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, said point being a corner in the south right-of-way line of said W. Live Oak Street,

and being in the north line of Lot 1A, Block 9 of Railroad Addition, Lots 1-4, 5 (S/PT), and 7 Block 9, Amended Plat, recorded in Document No. 2015080695 (O.P.R.W.C.T.), and being a northeast corner of Lot 2 of said Co-op District;

THENCE, with the south right-of-way line of said W. Live Oak Street, in part with the north line of said Lot 1A, and in part with the north line of said 0.464 acre Hill Country Bible Church Hutto tract, the following three (3) courses and distances:

- 1) N77°15'31"E, a distance of 107.40 feet to a calculated point for an interior ell-corner hereof,
- 2) N12°33'04"W, a distance of 10.00 feet to a 1/2-inch iron rod with illegible cap found for an exterior ell-corner hereof, and
- 3) N77°15'31"E, a distance of 180.05 feet to a 1/2-inch iron rod found for the northeast corner hereof, said point being at the intersection of the south right-of-way line of said W. Live Oak Street with the west right-of-way line of West Street (80' right-of-way), and being the northeast corner of said 0.464 acre Hill Country Bible Church Hutto tract;

THENCE, with the west right-of-way line of said West Street, in part with the east line of said 0.464 acre Hill Country Bible Church Hutto tract, and in part with the east line of said Lot 1A, S12°33'09"E, a distance of 261.04 feet to a calculated point for an exterior ell-corner hereof, said point being at the intersection of the west right-of-way line of said West Street with the north right-of-way line of said Pecan Street, and being the southeast corner of said Lot 1A;

THENCE, with the north right-of-way line of said Pecan Street and the south line of said Lot 1A, S77°15'17"W, a distance of 329.78 feet to a calculated point for an interior ell-corner hereof, said point being a corner in the north right-of-way line of said Pecan Street, and being the southwest corner of said Lot 1A;

THENCE, leaving the north right-of-way line of said Pecan Street, over and across said Pecan Street, with the portion of said Pecan Street that was dedicated per plat of said Co-op District, the following four (4) courses and distances:

- 1) S12°32'27"E, a distance of 10.09 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an exterior ell-corner hereof,
- 2) S77°15'17"W, a distance of 54.99 feet to a 1/2-inch iron rod with illegible cap found for an interior ell-corner hereof,
- 3) S07°51'48"W, a distance of 53.36 feet to a 1/2-inch iron rod with "City of Hutto-Property Corner" aluminum cap found for an interior ell-corner hereof, and
- 4) N77°14'55"E, a distance of 403.39 feet to a calculated point for an exterior ell-corner hereof;

THENCE, in part over and across said Pecan Street, in part with the west right-of-way line of said West Street, and in part with the east line of Lot 4 of said Co-op District, S12°33'09"E, a distance of 195.02 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an exterior ell-corner hereof, said point being at northeast corner of a called 0.13 acre tract conveyed to Jaspas Properties, LLC, in Document No. 2008077200 (O.P.R.W.C.T.), and being at the southeast corner of Lot 4 of said Co-op District;

THENCE, leaving the west right-of-way line of said West Street, with the south line of Lot 4 of said Co-op District, in part with the north line of said Jaspas Properties tract, and in part with the north line of a tract described as a portion of Lots 5 and 6, Block 8 of said I. & G. N. Railroad Addition, conveyed to Leroy Cast in Volume 1159, Page 263 of the Official Records of Williamson County, Texas (O.R.W.C.T.), S77°14'55"W, a distance of 79.26 feet to a 1/2-inch iron rod with "Ward-5811" cap set for an interior ell-corner hereof, said point being at the northwest corner of a said Cast tract, and being an interior ell-corner of Lot 4 of said Co-op District;

**THENCE**, with the common line of said Cast tract and Lot 4 of said Co-op District,  $S14^{\circ}18'53''E$ , a distance of 74.85 feet to a 1/2-inch iron rod with "City of Hutto-Property Corner" aluminum cap found for an exterior ell-corner hereof, said point being in the north right-of-way line of Farley Street (80' right-of-way), and being the southwest corner of said Cast tract, and being an exterior ell-corner of Lot 4 of said Co-op District;

**THENCE**, with the north right-of-way line of said Farley Street and the south line of Lot 4 of said Co-op District,  $S77^{\circ}03'02''W$ , a distance of 192.83 feet to an 1/2-inch iron rod with "4Ward Boundary" cap set for an interior ell-corner hereof, said point being at the northwest terminus of said Farley Street, and being the northeast corner of Lot 5 of said Co-op District;

**THENCE**, in part with the western terminus of said Farley Street, in part with the west line of Block 1 of the Amended Plat of Lots 1 through 9, Inclusive, and Lots 12-13 and 14 and the 17-foot Alley in Block 1 of I&GN Railroad Addition Original City of Hutto, a subdivision plat recorded in Cabinet EE, Slide 293 (P.R.W.C.T.), and with the east lines of Lots 4 and 5 of said Co-op District,  $S12^{\circ}42'36''E$ , a distance of 349.97 feet to a 1/2-inch iron rod found for the southeast corner hereof, said point being an angle point in the north right-of-way line of U.S. Highway 79 (right-of-way varies), and being the southwest corner of said Block 1 of said Amended plat of Lots 1 through 9, Inclusive, and Lots 12-13 and 14 and the 17-foot Alley in Block 1 of I&GN Railroad Addition Original City of Hutto, and being the southeast corner of Lot 4 of said Co-op District;

**THENCE**, with the north right-of-way line of said U.S. Highway 79, in part with the south lines of Lots 4 and 6 of said Co-op District, and in part with the south terminus of said Co-Op Boulevard, the following five (5) courses and distances:

- 1)  $S68^{\circ}32'09''W$ , a distance of 51.41 feet to a 1/2-inch iron rod with illegible cap found for a point of curvature hereof,
- 2) 44.01 Feet along the arc of a curve to the left, having a radius of 2,904.79 feet, and a chord which bears  $S72^{\circ}28'08''W$ , a distance of 44.01 feet to a TxDot Type II brass disc found for a point of tangency hereof,
- 3)  $S72^{\circ}19'10''W$ , a distance of 324.62 feet to a TxDot Type II brass disc found for a point of curvature hereof,
- 4) 246.50 Feet along the arc of a curve to the right, having a radius of 2,824.79 feet, and a chord which bears  $S74^{\circ}47'48''W$ , a distance of 246.42 feet to a 1/2-inch iron rod with "Baker Aicklen" cap found for a point of tangency hereof, and
- 5)  $S77^{\circ}20'10''W$ , a distance of 249.44 feet to a TxDot Type II brass disc found for the southwest corner hereof, said point being an angle point in the north right-of-way line of said U.S. Highway 79, and being the southeast corner of a called 0.11 acre tract described in Volume 238, Page 172 (D.R.W.C.T.), and being a southwest corner Lot 6 of said Co-op District, from which a 1/2-inch iron rod with illegible cap found at an angle point in the north right-of-way line of said U.S. Highway 79, and being the southeast corner of Lot 25A, Block A of Hutto Square Commercial Lots, Phase B, recorded in Cabinet BB, Slides 184-186 (P.R.W.C.T.), and being the southwest corner of said 0.11 acre tract bears,  $S89^{\circ}00'55''W$ , a distance of 48.65 feet;

**THENCE**, leaving the north right-of-way line of said U.S. Highway 79, in part with the east lines of said 0.11 acre tract and said Lot 25A, and in part with the west line of Lot 6 of said Co-op District,  $N07^{\circ}31'47''E$ , a distance of 321.82 feet to a 1/2-inch iron rod with "Coalter-1481" cap found for an interior ell-corner hereof, said point being the common north corner of said Lot 25A and Lot 6 of said Co-op District;

THENCE, with the common line of said Lot 25A and Lot 6 of said Co-op District, the following two (2) courses and distances:

- 1) N86°13'57"W, a distance of 307.47 feet to a disturbed 1/2-inch iron rod found for an interior ell-corner hereof, and
- 2) S07°20'38"W, a distance of 37.49 feet to 1/2-inch iron rod with "4Ward Boundary" cap set for an exterior ell-corner hereof, said point being at the common east corner of Lot 25B of said of Hutto Square Commercial Lots, Phase B and Lot 6 of said Co-op District;

THENCE, with the south line of Lot 6 of said Co-op District, in part with the north line of said Lots 25A & 25B, in part with the north line of Lot 2A of the Resubdivision of Lot 2, Hutto Exchange, recorded in Cabinet AA, Slides 211-212 (P.R.W.C.T.), and in part with the east right-of-way line of Exchange Boulevard, the following two (2) courses and distances:

- 1) N79°31'52"W, a distance of 188.64 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, and
- 2) N67°36'52"W, a distance of 211.01 feet to a chiseled "X" found in concrete for the southwest corner hereof, said point being a corner in the east right-of-way line of said Exchange Boulevard, and being a southwest corner of Lot 6 of said Co-op District;

THENCE, with the east right-of-way line of said Exchange Boulevard and the west line of Lot 6 of said Co-op District, the following four (4) courses and distances:

- 1) 15.69 Feet along the arc of a curve to the left, having a radius of 680.00 feet, and a chord which bears N07°41'36"W, a distance of 15.69 feet to a mag nail with "4Ward Boundary" washer set for a point of reverse curvature hereof,
- 2) 193.73 Feet along the arc of a curve to the right, having a radius of 370.00 feet, and a chord which bears N06°38'44"E, a distance of 191.52 feet to a mag nail in asphalt found for a point of reverse curvature hereof,
- 3) 96.13 Feet along the arc of a curve to the left, having a radius of 430.00 feet, and a chord which bears N15°13'50"E, a distance of 95.93 feet to a chiseled "X" found in concrete for a point of non-tangency hereof, said point being at a corner in the east right-of-way line of said Exchange Boulevard, and being the northwest corner of said Lot 14, and
- 4) S83°05'40"E, a distance of 5.40 feet to a 1/2-inch iron rod with "RJ" cap found for an interior ell-corner hereof, said point being at a corner in the east right-of-way line of said Exchange Boulevard, and being in the north line of Lot 6 of said Co-op District, and being the southwest corner of said Williamson County tract, and being a southwest corner of said Lot 23;

THENCE, with the east right-of-way line of said Exchange Boulevard, and with the west line of said Williamson County tract, and in part with the west lines of said Lots 23 & 24, the following four (4) courses and distances:

- 1) 25.84 Feet along the arc of a curve to the left, having a radius of 435.00 feet, and a chord which bears N07°40'10"E, a distance of 25.83 feet to a 1/2-inch iron rod with "RJ" cap found for a point of tangency hereof,
- 2) N05°38'31"E, a distance of 151.41 feet to a 1/2-inch iron rod with "RJ" cap found for a point of curvature hereof,
- 3) 134.63 Feet along the arc of a curve to the right, having a radius of 1,965.00 feet, and a chord which bears N07°27'50"E, a distance of 134.61 feet to a calculated point for a point of tangency hereof, and
- 4) N09°32'37"E, a distance of 97.41 feet to a 1/2-inch iron rod with illegible cap found for a northwest corner hereof, said being the southwest corner of said W L D Petersen tract, and being the northwest corner of said Williamson County tract;

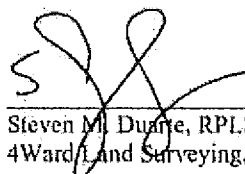


THENCE, leaving the east right-of-way line of said Exchange Boulevard, with the common line of said W L D Petersen tract and said Williamson County tract,  $S83^{\circ}11'49''E$ , a distance of 439.42 feet to a 1/2-inch iron rod with illegible cap found for an interior ell-corner hereof, said point being in the west line of Lot 2 of said Co-op District, and being in the west line of said Lot 24, and being the common east corner of said W L D Petersen tract and said Williamson County tract;

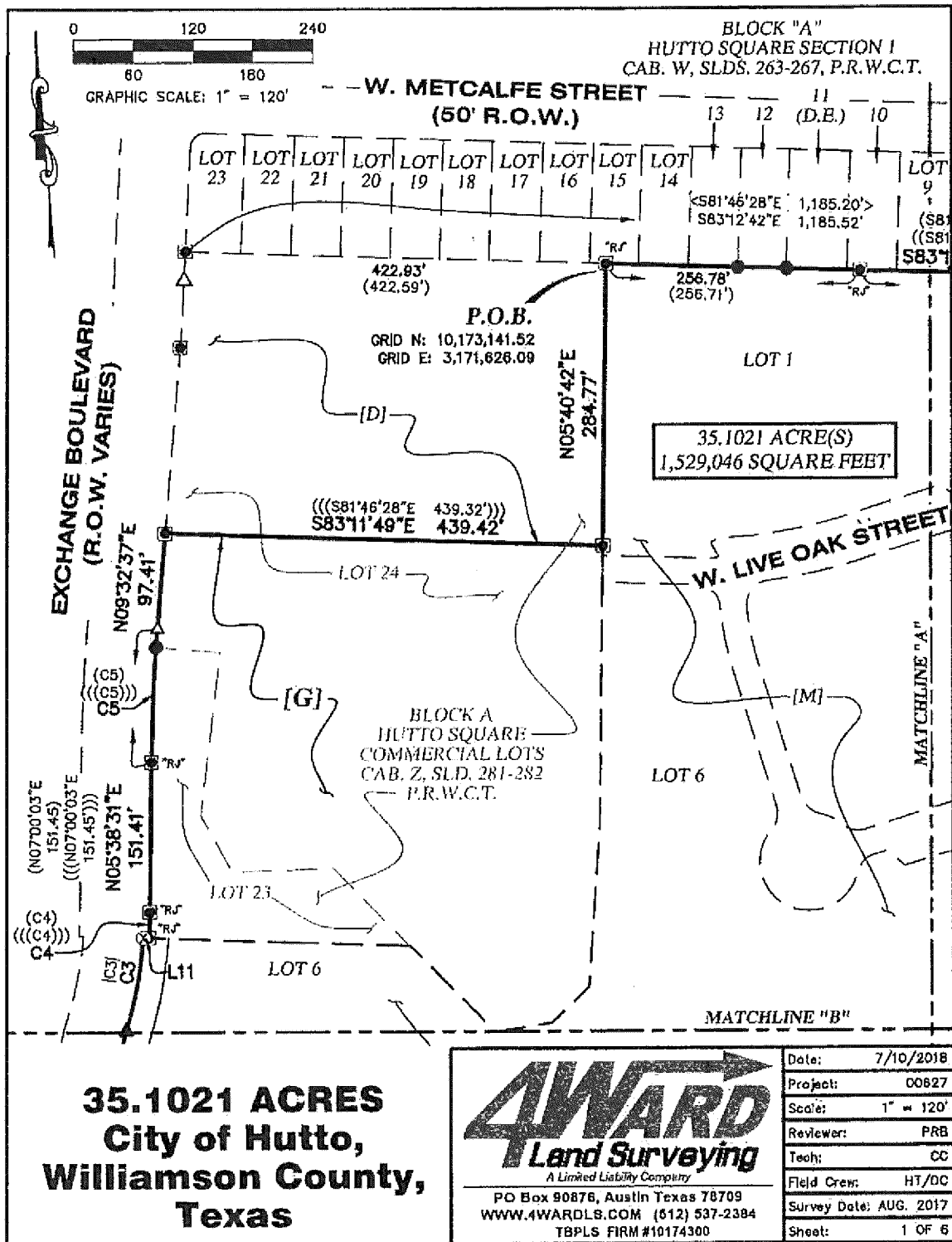
THENCE, with the east line of said W L D Petersen tract and Lot 24 of said Hutto Square Commercial Lots, and with the west line of said Lot 1 of said Co-op District,  $N05^{\circ}40'42''E$ , a distance of 284.77 feet to the **POINT OF BEGINNING** and containing 35.1021 Acres (1,529,046 Square Feet) of land, more or less.

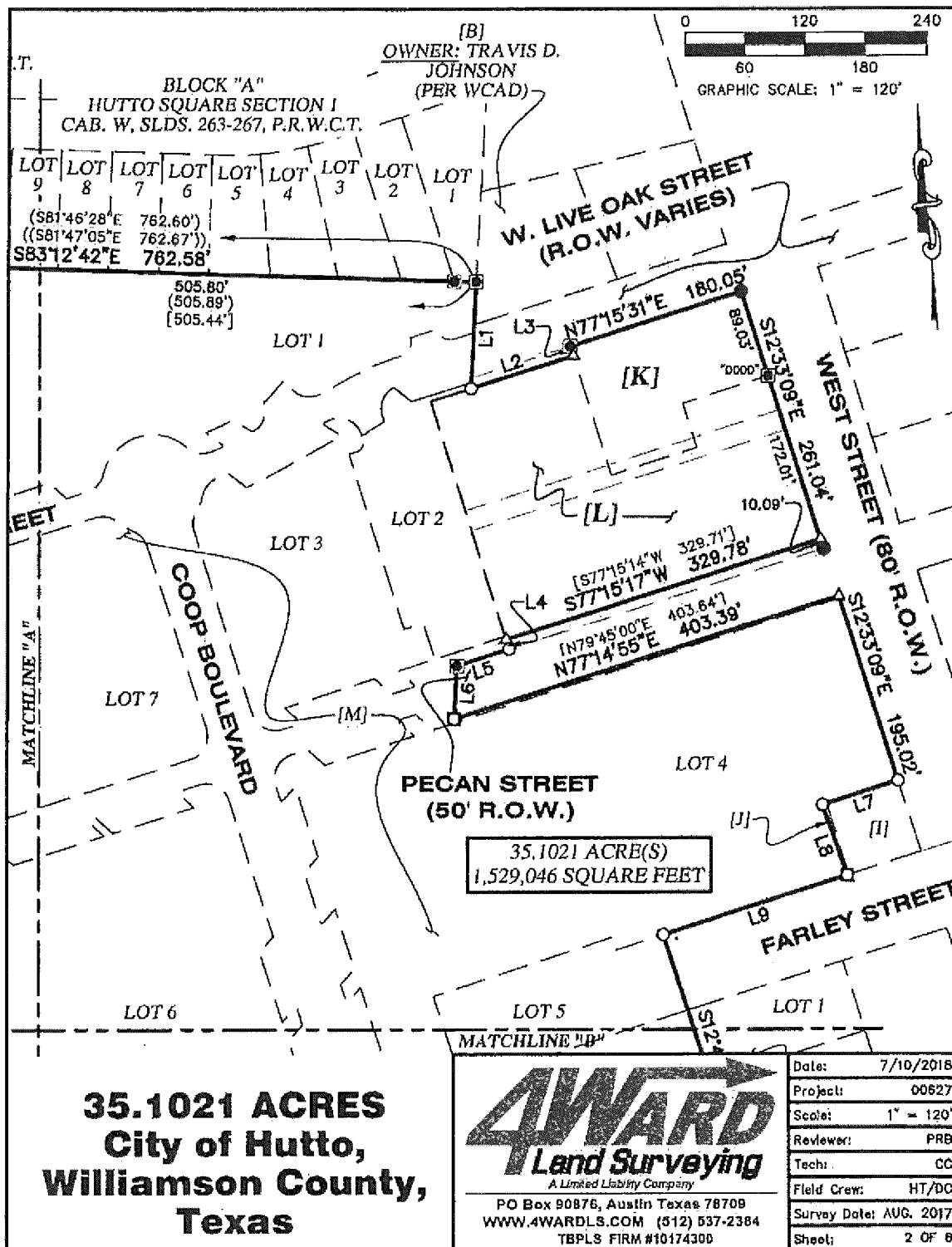
**NOTE:**

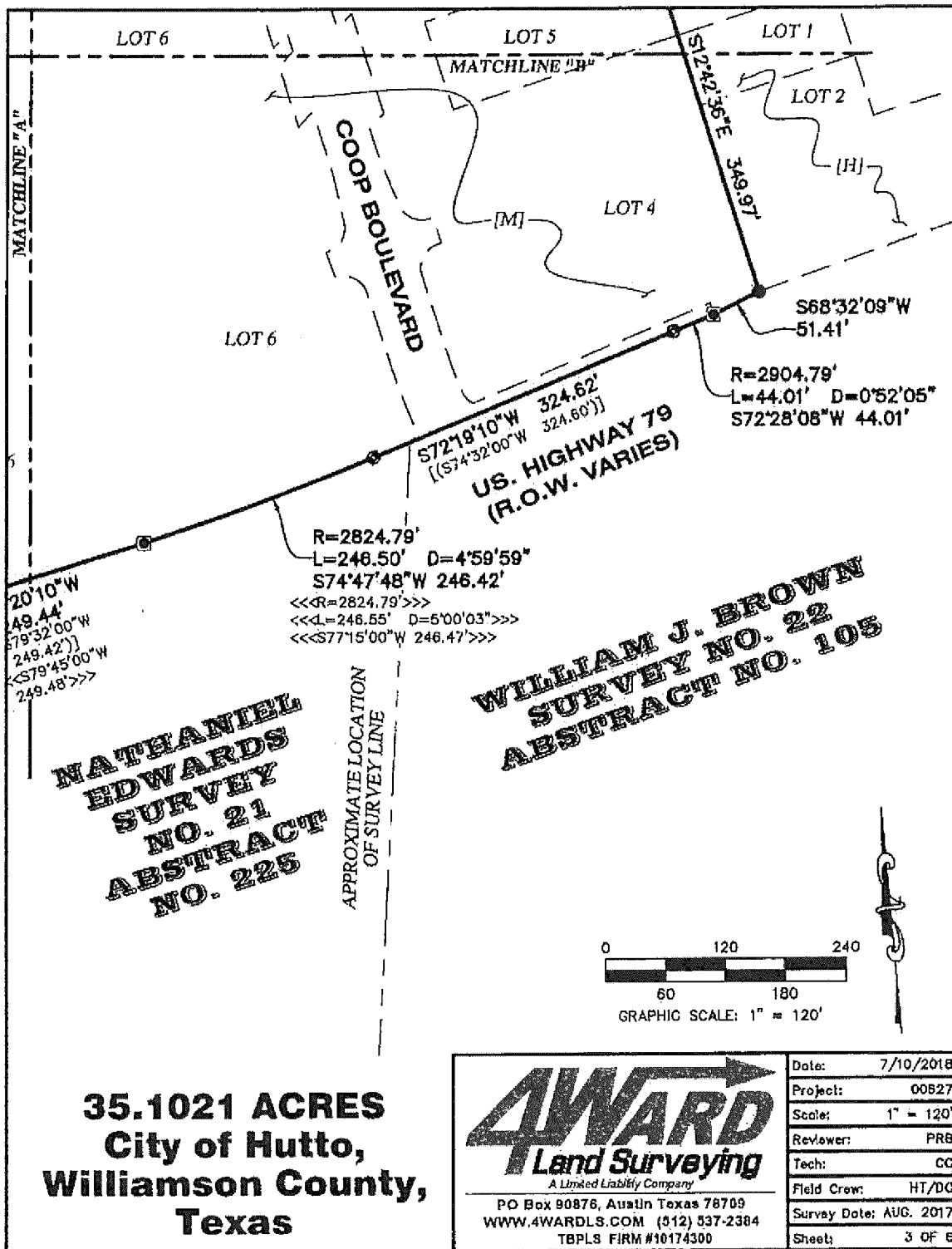
All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000117952327. See attached sketch (reference drawing: 00627\_rev2.dwg).

 7/10/2018  
Steven M. Duarte, RPLS #5940  
4Ward Land Surveying, LLC



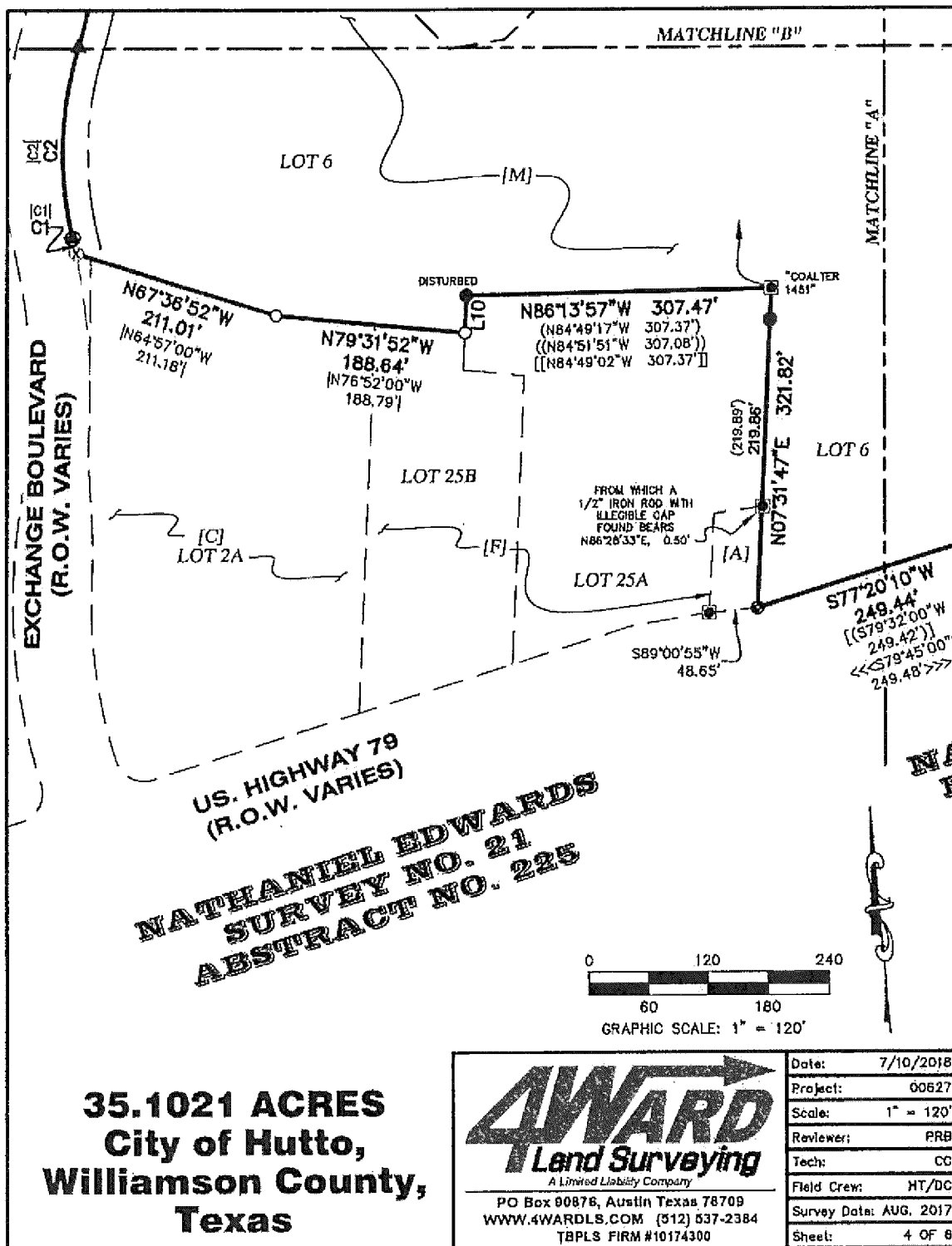






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| CURVE TABLE |         |           |           |             |          |
|-------------|---------|-----------|-----------|-------------|----------|
| CURVE #     | LENGTH  | RADIUS    | DELTA     | BEARING     | DISTANCE |
| C1          | 15.69'  | 680.00'   | 1°19'19"  | N07°41'36"W | 15.69'   |
| C2          | 193.73' | 370.00'   | 29°59'57" | N08°38'44"E | 191.52'  |
| C3          | 95.13'  | 430.00'   | 12°46'33" | N15°13'50"E | 95.93'   |
| C4          | 25.84'  | 435.00'   | 3°24'12"  | N07°40'10"E | 25.83'   |
| C5          | 134.63' | 1,965.00' | 3°55'33"  | N07°27'50"E | 134.61'  |

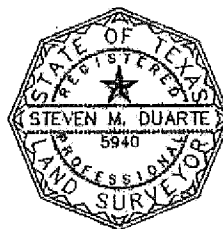
| RECORD CURVE TABLE |         |           |           |             |          |
|--------------------|---------|-----------|-----------|-------------|----------|
| CURVE #            | LENGTH  | RADIUS    | DELTA     | BEARING     | DISTANCE |
| [C1]               | 15.69'  | 680.00'   | 1°19'19"  | N04°50'20"W | 15.69'   |
| [C2]               | 193.74' | 370.00'   | 30°00'02" | N09°30'00"E | 191.53'  |
| [C3]               | 95.84'  | 430.00'   | 12°46'12" | N18°08'54"E | 95.64'   |
| (C4)               | 25.81'  | 435.00'   | 3°24'00"  | N08°42'03"E | 25.81'   |
| ((C4)))            | 25.81'  | 435.00'   | 3°24'00"  | N08°42'03"E | 25.81'   |
| (C5)               | 134.74' | 1,965.00' | 3°55'44"  | N08°57'55"E | 134.72'  |

| LINE TABLE |             |         |
|------------|-------------|---------|
| LINE #     | DIRECTION   | LENGTH  |
| L1         | S07°51'48"W | 107.24' |
| L2         | N77°15'31"E | 107.40' |
| L3         | N12°33'04"W | 10.00'  |
| L4         | S12°32'27"E | 10.09'  |
| L5         | S77°15'17"W | 54.99'  |
| L6         | S07°51'48"W | 53.38'  |
| L7         | S77°14'55"W | 79.28'  |
| L8         | S14°18'53"E | 74.85'  |
| L9         | S77°03'02"W | 192.63' |
| L10        | S07°20'38"W | 37.49'  |
| L11        | S83°05'40"E | 5.40'   |

**NOTES:**

1) 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 1.000117952327.

2) SEE ATTACHED METES AND BOUNDS.



*Signature* 7/10/2018

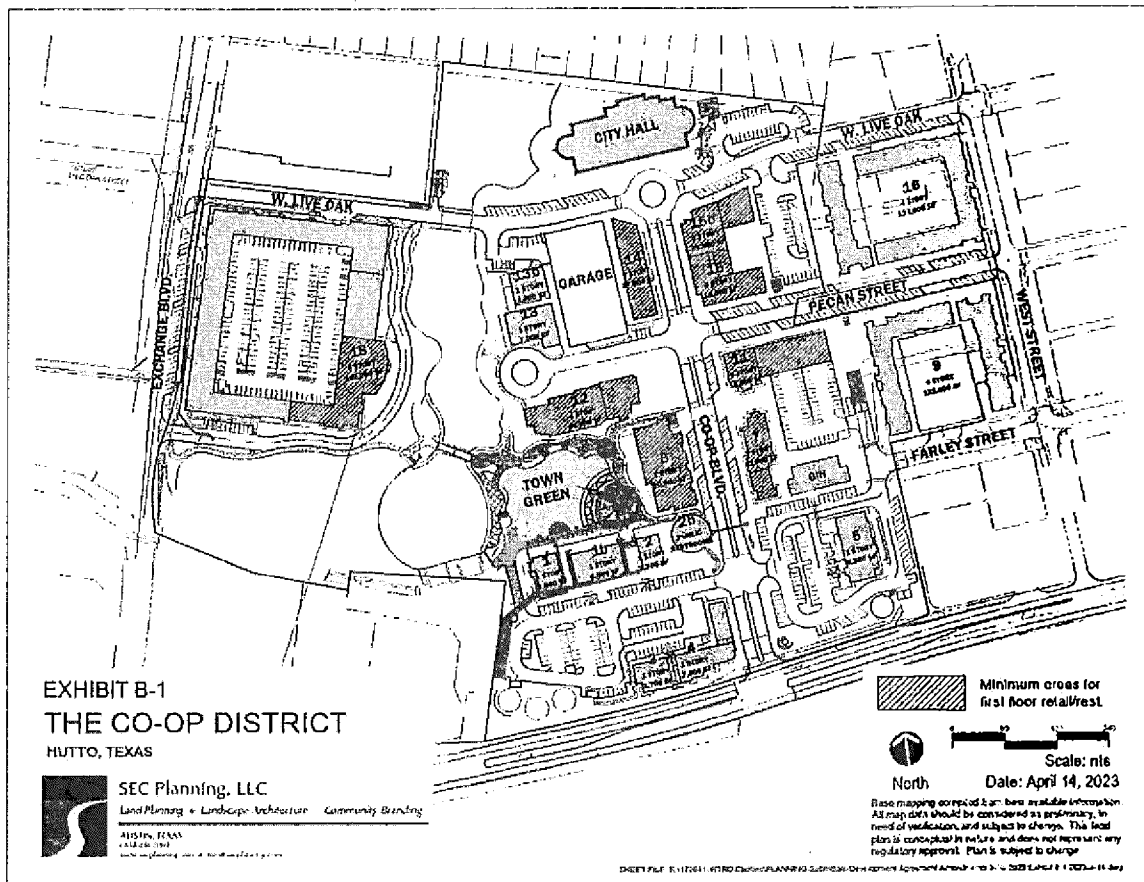
**35.1021 ACRES**  
**City of Hutto,**  
**Williamson County,**  
**Texas**

|                                                                                                                                                                                       |              |           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|
| <br><b>4WARD</b><br><i>Land Surveying</i><br><small>A Limited Liability Company</small><br>PO Box 90876, Austin Texas 78709<br>WWW.4WARDLS.COM (512) 637-2384<br>TBPLS FIRM #10174390 | Date:        | 7/10/2018 |
|                                                                                                                                                                                       | Project:     | 00827     |
|                                                                                                                                                                                       | Scale:       | 1" = 120' |
|                                                                                                                                                                                       | Reviewer:    | PRB       |
|                                                                                                                                                                                       | Tech:        | CC        |
|                                                                                                                                                                                       | Field Crew:  | HT/DC     |
|                                                                                                                                                                                       | Survey Date: | AUG. 2017 |
| Sheet:                                                                                                                                                                                | 5 OF 6       |           |

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## EXHIBIT "B-1"

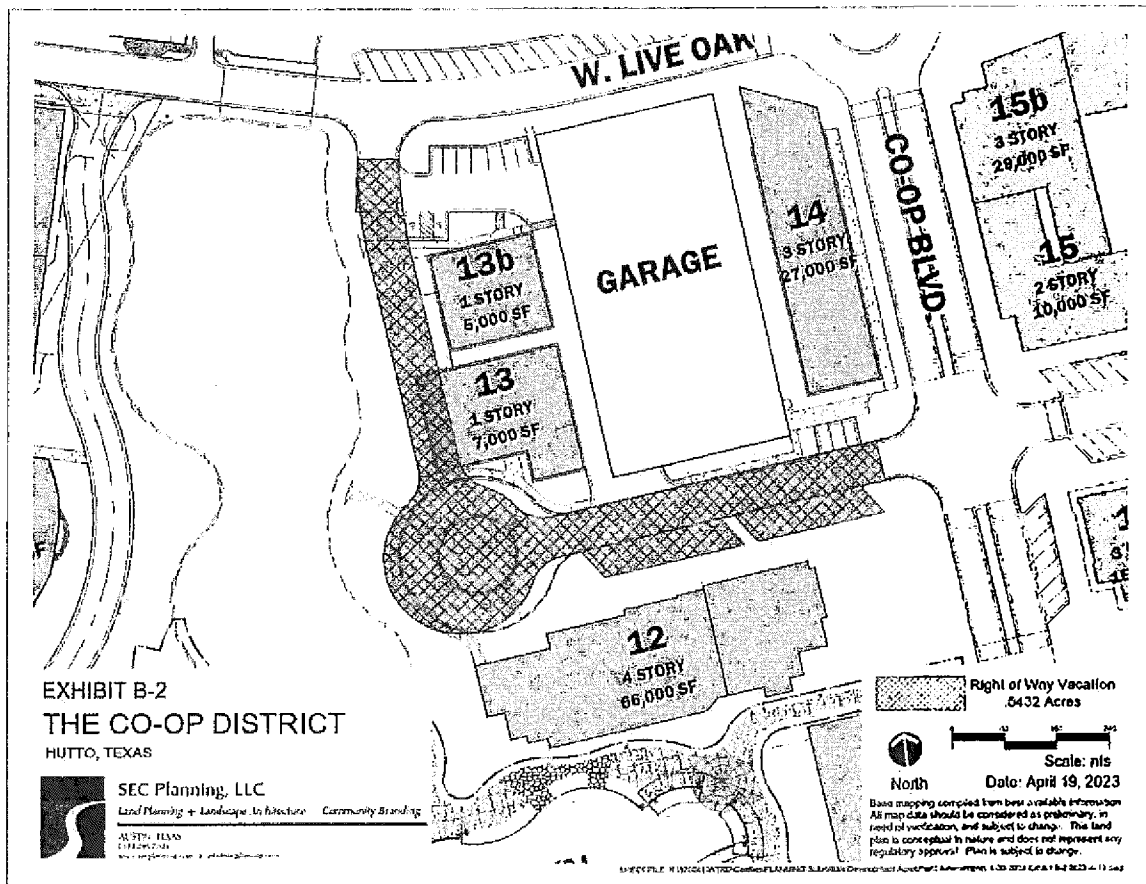
## MINIMUM FIRST FLOOR RETAIL AREAS



## RECORDERS MEMORANDUM

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 clearly legible for satisfactory recordation

**EXHIBIT "B-2"**  
**ROW VACATION**



**RECORDERS MEMORANDUM**

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 clearly legible for satisfactory recordation

## EXHIBIT "C"

### ADDITIONAL CONSTRUCTION CONDITIONS

1. Following the Restatement Effective Date hereof, all buildings not yet constructed or under construction must be at least two-story~~stories~~, except as set forth in No. 2 below, or except with a Special Use Permit.

2. Single-story restaurants shall be allowed that either front, or back up to, the lake or town green.

3. Multifamily-projects (other than the former Flix site, which is expressly discussed below in Paragraph 4, may be constructed within the Co-Op District so long as the first floor of all buildings as specifically identified on Exhibit B-1 are restricted to retail/restaurant/entertainment uses, except via Special Use Permit. Exceptions to these frontage requirements are allowed for entry drives to internal parking, stairwells, leasing offices, and convention space.

Live/work units, or dedicated stand-alone condominiums, or spaces that have an office appearing front facade that can function as a place to conduct business and reside, may be allowed on the first floor of buildings with consent of the City Council for the sections that are not primary retail, dining or entertainment corridors, such as Farley Street east of Coop Blvd, or sections of Pecan or West Street.

All allowed uses in the Planned Unit Development (PUD) (save and except Prohibited Uses as set forth in Exhibit D, including office space and multi-family uses, can occupy space on the second floor and above anywhere within the boundaries of the PUD.

Residential units shall not be required over restaurant uses, due to odors and noise.

4. Any multi-family project on the northwest portion of the Co-Op District (i.e., the former Flix site) must be constructed with first floor retail/restaurant/entertainment at a minimum of the area as identified on Exhibit B-1.

5. Parking Garage. Developer shall construct or cause to be constructed, a parking garage as shown in the location on the attached Exhibit B-1, with at least 400 parking spaces (the "Parking Garage"). Such parking spaces shall be open to the public since ~~it~~they will primarily serve City Hall, the adjacent restaurants, and possible office space. Developer may designate spaces within the Parking Garage as short-term vs. long-term, and other reasonable conditions (so for example, to require all-day employee parking to be on higher levels than short-term guests and visitors), based on uses and peak hour parking.

6. Re-plat of that portion of the property as is necessary to construct the Parking Garage and the next-door restaurant or restaurants, including the partial vacation of Pecan Street right-of-way, ("ROW"), per Exhibit B-2 shall be in accordance with the Unified Development Code and City



Manager authority to vacate ROW. The portion of the ROW vacation along the water will be replaced with patio and pedestrian promenade overlooking the lake. The portion of the ROW vacation that runs east/west will be a private road ending in a cul-de-sac. If vacation of ROW occurs, and developer fails to construct the Parking Garage and restaurant(s) that justified the vacation, then Developer shall rededicate the ROW by way of a plat amendment before any new development applications would be considered complete.

7. Buildings constructed within the Project may be constructed using zero-lot lines (no setbacks) as a basis for increasing density within the Project.

8. Once construction has begun on the Parking Garage and Restaurant, and the City has received plans for the former Flix Site that contains a fully wrapped urban style project wrapping a parking garage for both resident, visitor and public uses, and includes first floor or street level uses for dining, retail or entertainment uses as shown in Exhibit B-1, the re-plat of that portion of the property and abandon the on street parking on Live Oak on the former Flix Site, including the vacation of Live Oak ROW on said site.

9. During construction throughout the Co-Op District, temporary parking lots shall be allowed with an amended and approved site plan.

10. Upon completion of the Parking Garage, such that it is made available for City Hall parking at least 66 spaces on the top floor of the Parking Garage (reserved from 8am to 5pm Monday thru Friday), that Lot 2 of the Co-Op Plat (being the site of the existing City Hall temporary parking lot) shall be conveyed to the Developer within 30 days subject to the provisions of this Restatement.

11. Developer (or successor owner of the property) shall not be responsible for additional offsite construction costs except as required for uses that require additional capacity above the City approved 635 LUE's. Developer may increase the LUE's based on an actual use of water and sewer study and with the approval of a Service Extension Request

12. Concurrent building permits and site development permit applications may be filed by the Developer subject to at risk to the Developer, to expedite timing of construction.

13. The current rules and ordinances allow for sip and stroll of alcoholic beverages (open containers in public) and that there are no prohibitions or restrictions with regard to proximity of alcohol sales to church or education facilities beyond what is accounted for in State law. The Project will have the right to continue sip and stroll and future restrictions that may be enacted by the City in regard to proximity of alcohol sales to church or educational facilities shall not apply.

**EXHIBIT "D"****PROHIBITED USES**

Adult entertainment; Auto body repair shops; Automotive car wash; Automotive parts stores; Automotive service centers; Bank lobbies/bank branches (except for the space where the signed lease with The First National Bank of Sonora Texas is); Boat sales establishments; Building, electrical, or plumbing contractors; Building material sales with outdoor storage; Equipment rental, sales, or service (including heavy equipment, farm equipment, bulldozers, backhoes, forklifts, cranes, etc.); Emissions inspection stations; Funeral homes or mausoleums; Heavy equipment and farm equipment sales and service, and truck rental; Lawnmower repair shops; Liquor stores (except as may be permitted in the Development Agreement); Log-splitting and storage lots; Manufactured homes; Mattress stores, Mobile home or mobile building leasing or sales lots; Machine or welding shops; Mini-warehouse facilities; New and used automobile sales and/or rental with outside storage of inventory; Pawn shops; Pest control businesses that store toxic chemicals on site; Payday Loans; Recovered materials processing; Motels that provide outside entries to individual units; Outdoor sales except via vendor permits; Outdoor storage of inventory; Self service laundries that are principal uses; Self-storage; Tattoo parlors; Taxidermists; Yard trimmings composting; Veterinarians.

**EXHIBIT "E"****HB 1295 COMPLIANCE AND NO BOYCOTT VERIFICATION****A. HB 1295 Compliance.**

Section 2252.908 of the Texas Government Code requires that for certain types of contracts, the Owner must fill out a conflict-of-interest form ("Disclosure of Interested Parties") and file with the Texas Ethics Commission at the time the signed contract is submitted to the City. For further information please go to the Texas Ethics Commission website via the following link.  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

**B. No Boycott of Israel; No Terrorist Organization.**

Pursuant to Section 2270.002, Texas Government Code, the Owner hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Indenture is a contract for goods or services, will not boycott Israel during the term of this Indenture. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

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

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has

affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

#### **C. Verification Regarding Energy Company Boycotts.**

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, the Owner hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

#### **D. Verification Regarding Discrimination Against Firearm Entity or Trade Association.**

To the extent this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, the hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

- (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
- (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

**VERIFICATION BY DEVELOPER**

I, Edward S. Butler, Sole Member of 420 US 79 GP, LLC, as the authorized representative of and for the above Developer and swear that the Developer's verifications in Paragraph 4.12 of this Agreement are true.

By: \_\_\_\_\_  
Edward S. Butler, Sole Member

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This HB 1295 Compliance and No Boycott Verification was acknowledged and verified before me on the \_\_\_\_ day of \_\_\_\_, 2023 by, Edward S. Butler, Sole Member of 420 US 79 GP, LLC, a Texas limited liability company, on behalf of 420 US 79 GP, LLC.

SUBSCRIBED AND SWORN TO before me on this \_\_\_\_ day of \_\_\_\_, 2023.

[SEAL]

\_\_\_\_\_  
Notary Signature



**EXHIBIT "G"****HB 1295 COMPLIANCE AND NO BOYCOTT VERIFICATION****A. HB 1295 Compliance.**

Section 2252.908 of the Texas Government Code requires that for certain types of contracts, the Owner must fill out a conflict-of-interest form ("Disclosure of Interested Parties") and file with the Texas Ethics Commission at the time the signed contract is submitted to the City. For further information please go to the Texas Ethics Commission website via the following link.  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

**B. No Boycott of Israel; No Terrorist Organization.**

Pursuant to Section 2270.002, Texas Government Code, the Owner hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Indenture is a contract for goods or services, will not boycott Israel during the term of this Indenture. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

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

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has

affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

**C. Verification Regarding Energy Company Boycotts.**

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, the Owner hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

**D. Verification Regarding Discrimination Against Firearm Entity or Trade Association.**

To the extent this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, the hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

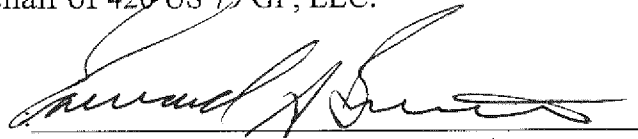
- (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
- (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

STATE OF TEXAS §

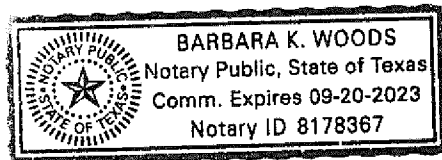
COUNTY OF WILLIAMSON §

This HB 1295 Compliance and No Boycott Verification was acknowledged before me on the 4<sup>th</sup> day of May, 2023 by, Edward S. Butler, Sole Member of 420 US 79 GP, LLC, a Texas limited liability company, on behalf of 420 US 79 GP, LLC.

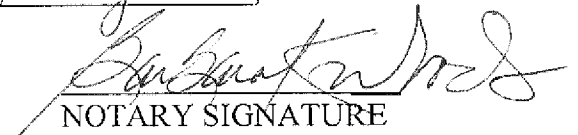


Edward S. Butler, Sole Member  
420 US 79 GP, LLC

SUBSCRIBED AND SWORN TO before me this 4<sup>th</sup> day May, 2023.



SEAL



NOTARY SIGNATURE

**ELECTRONICALLY RECORDED  
OFFICIAL PUBLIC RECORDS**

**2023037588**

Pages: 33 Fee: \$154.00  
05/09/2023 03:08 PM  
DLAM



*Nancy E. Rister*

Nancy E. Rister, County Clerk  
Williamson County, Texas



June 21, 2023

Ashley Bailey, Director  
City of Hutto Planning Department  
210 U.S. 79 East Suite 103  
Hutto, TX 78634

Re: The Co-op District Planned Unit Development (PUD) Amendment #2

Dear Ashley,

Please find enclosed a zoning application to amend the currently approved PUD for the Hutto Co-op District. The PUD is being amended to expand the list of prohibited uses per recent negotiations regarding the CO-OP Development Agreement.

If you have any questions or need additional information regarding the zoning amendment, please do not hesitate to contact me. Thank you for your assistance in processing this zoning request.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mark Baker'.

Mark Baker, ASLA  
Principal



## ORDINANCE NO. O-2023-71

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE CO-OP DISTRICT PLANNED UNIT DEVELOPMENT (PUD) ZONING ORDINANCE ADOPTED IN ORDINANCE NO. O-19-05-16-11B, BY REPLACING THE DEVELOPMENT PLAN WITH THE REVISED PLAN ATTACHED AS EXHIBIT "B" AND ATTACHED HERETO, FOR 35.1021 ACRES, MORE OR LESS, OF LAND, IN HUTTO, WILLIAMSON COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, REPEALING CLAUSE, OPEN MEETING CLAUSE, PENALTY CLAUSE AND EFFECTIVE DATE.

**WHEREAS**, a request has been made to the City Council of the City of Hutto, Texas to amend the Co-Op District Planned Unit Development (PUD) by replacing the Development Plan with the revised plan attached as **Exhibit "B"** being attached hereto and incorporated herein, and;

**WHEREAS**, the Planning and Zoning Commission recommended approval of the proposed amendment on the 10th day of October, 2023, and;

**WHEREAS**, on the 12th day of October, 2023 after proper notification, the City Council held a public hearing on the requested amendment, and;

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

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

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

### SECTION I.

That the City Council has considered and made findings on the following matters regarding the proposed amendment:

- 1) The PUD is consistent with the spirit of the community, neighborhood and other applicable land use and development plans, compatible with the character of adjacent development or recommended land uses, it would not adversely affect property near the site, and it achieves the benefits of improved design; and
- 2) The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value; and
- 3) The PUD will give benefits through providing open space, parks, conservation of environmental features, aesthetic features and harmonious design, and/or energy efficient site design; and
- 4) The benefits of preserving land for open space, parks or other public amenities outweigh the potential impact from more intense or dense development on the site; and
- 5) The PUD controls external effects on nearby land uses such as movement and congestion of traffic; lighting; trash accumulation and litter; noise, air and water pollution; and other factors affecting public health, welfare, safety and convenience; and

- 6) The PUD will be served by adequate facilities including streets, fire protection, water and sanitation; and
- 7) The PUD does not have a significantly greater burden on the city's existing infrastructure, public improvements and services than development at a density permitted under the current zoning or suggested under community, neighborhood and other applicable land use and development plans, or arrangements are made to mitigate impacts; and
- 8) PUD architectural design, landscaping, hardscaping and signage parameters must give evidence of compatibility with adjacent development, internal consistency of design, and conformance to city design standards.

That the Co-Op District Planned Unit Development (PUD) is hereby amended for the property described in the **Exhibit "A"**, attached hereto and incorporated herein, and the Development Plan attached hereto as **Exhibit "B"** and incorporated herein.

## **SECTION II. Publication Clause**

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

## **SECTION III. Severability Clause**

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

## **SECTION IV. Repealing Clause**

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

## **SECTION V. Open Meeting Clause**

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

## **SECTION VI. Effective Date**

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

**READ** on first reading on this the **12th** day of **October, 2023** at a meeting of the Hutto, Texas City Council; there being a quorum present.

**READ, PASSED and ADOPTED** on second reading of ordinance this \_\_\_\_ day of \_\_\_\_\_, **2023** at a meeting of the Hutto, Texas City Council; there being a quorum present.

**THE CITY OF HUTTO, TEXAS**

\_\_\_\_\_  
Mike Snyder, Mayor

Attest:

\_\_\_\_\_  
Angela Lewis, City Secretary



PO Box 90876  
Austin, TX 78709  
(512) 537-2384  
jward@4wardls.com  
[www.4wardls.com](http://www.4wardls.com)

### Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 35.1021 ACRES (1,529,046 SQUARE FEET), PARTIALLY OUT OF THE WILLIAM J. BROWN SURVEY NO. 22, ABSTRACT NO. 105, AND PARTIALLY OUT OF THE NATHANIEL EDWARDS SURVEY NO. 21, ABSTRACT NO. 225, BOTH IN WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF A CALLED 4.43 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY IN DOCUMENT NO. 2005053311 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID TRACT BEING A PORTION OF LOTS 23 & 24, BLOCK A, HUTTO SQUARE COMMERCIAL LOTS, RECORDED IN CABINET Z, PAGES 281-282 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), AND BEING ALL OF LOT 1A, BLOCK 9 OF RAILROAD ADDITION, LOTS 1-4, 5 (S/PT), AND 7 BLOCK 9, AMENDED PLAT, RECORDED IN DOCUMENT NO. 2015080695 (O.P.R.W.C.T.), AND BEING ALL OF A CALLED 0.464 ACRE TRACT CONVEYED TO HILL COUNTRY BIBLE CHURCH HUTTO IN DOCUMENT NO. 2016077686 (O.P.R.W.C.T.), AND BEING ALL OF LOTS 1-7 OF THE FINAL PLAT OF THE CO-OP DISTRICT, DEDICATED IN DOCUMENT NO. 2018038896 (O.P.R.W.C.T.), AND BEING ALL OF THE PORTIONS OF WEST LIVE OAK STREET (RIGHT-OF-WAY VARIES), WEST PECAN STREET (RIGHT-OF-WAY VARIES) AND CO-OP BOULEVARD (RIGHT-OF-WAY VARIES) DEDICATED IN SAID CO-OP DISTRICT, SAID 35.1021 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a 1/2-inch iron rod with “RJ” cap found in the south line of Lot 15, Block A, Hutto Square Section 1, recorded in Cabinet W, Slides 263-267 (P.R.W.C.T.), and being the northeast corner of a called 2.814 acre tract conveyed to WLD Petersen Investments-Hutto, LLC, in Document No. 2015048567 (O.P.R.W.C.T.), and being the common north corner of Lots 23 and 24, Block A, of Hutto Square Commercial Lots, recorded in Cabinet Z, Pages 281-282 (P.R.W.C.T.), and being the northwest corner of Lot 1 of said Co-op District, for the northwest corner and **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod with illegible cap found in the east right-of-way line of Exchange Boulevard (right-of-way varies), and being the southwest corner of Lot 23, Block A of said Hutto Square Section 1, and being the northwest corner of Lot 24, Block A, of said Hutto Square Commercial Lots, and being the northwest corner of said WLD Petersen tract bears, N83°12’42”W, a distance of 422.93 feet;

**THENCE**, with the south line of Block A of said Hutto Square Section 1 and the north line of Lot 1 of said Co-op District, **S83°12’42”E**, a distance of **762.58** feet to a 1/2-inch iron rod with illegible cap found for an exterior ell-corner hereof, said point being in the west line of Lot 1, Block 13 of the I. & G. N. Railroad Addition, a subdivision recorded in Volume 50, Page 251 of the Deed Records of Williamson County, Texas (D.R.W.C.T.), and being the southeast corner of Lot 1, Block A of said Hutto Square Section 1, and being the northeast corner of Lot 1 of said Co-op District;

**THENCE**, in part with the west line of Lot 1, Block 13 of said I. & G. N. Railroad Addition, in part with the west right-of-way line of said W. Live Oak Street, in part with the east line of Lot 1 of said Co-op District, in part over and across said W. Live Oak Street, and in part with the east line of Lot 2 of said Co-op District, **S07°51’48”W**, a distance of **107.24** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, said point being a corner in the south right-of-way line of said W. Live Oak Street,

and being in the north line of Lot 1A, Block 9 of Railroad Addition, Lots 1-4, 5 (S/PT), and 7 Block 9, Amended Plat, recorded in Document No. 2015080695 (O.P.R.W.C.T.), and being a northeast corner of Lot 2 of said Co-op District;

**THENCE**, with the south right-of-way line of said W. Live Oak Street, in part with the north line of said Lot 1A, and in part with the north line of said 0.464 acre Hill Country Bible Church Hutto tract, the following three (3) courses and distances:

- 1) **N77°15'31"E**, a distance of **107.40** feet to a calculated point for an interior ell-corner hereof,
- 2) **N12°33'04"W**, a distance of **10.00** feet to a 1/2-inch iron rod with illegible cap found for an exterior ell-corner hereof, and
- 3) **N77°15'31"E**, a distance of **180.05** feet to a 1/2-inch iron rod found for the northeast corner hereof, said point being at the intersection of the south right-of-way line of said W. Live Oak Street with the west right-of-way line of West Street (80' right-of-way), and being the northeast corner of said 0.464 acre Hill Country Bible Church Hutto tract;

**THENCE**, with the west right-of-way line of said West Street, in part with the east line of said 0.464 acre Hill Country Bible Church Hutto tract, and in part with the east line of said Lot 1A, **S12°33'09"E**, a distance of **261.04** feet to a calculated point for an exterior ell-corner hereof, said point being at the intersection of the west right-of-way line of said West Street with the north right-of-way line of said Pecan Street, and being the southeast corner of said Lot 1A;

**THENCE**, with the north right-of-way line of said Pecan Street and the south line of said Lot 1A, **S77°15'17"W**, a distance of **329.78** feet to a calculated point for an interior ell-corner hereof, said point being a corner in the north right-of-way line of said Pecan Street, and being the southwest corner of said Lot 1A;

**THENCE**, leaving the north right-of-way line of said Pecan Street, over and across said Pecan Street, with the portion of said Pecan Street that was dedicated per plat of said Co-op District, the following four (4) courses and distances:

- 1) **S12°32'27"E**, a distance of **10.09** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an exterior ell-corner hereof,
- 2) **S77°15'17"W**, a distance of **54.99** feet to a 1/2-inch iron rod with illegible cap found for an interior ell-corner hereof,
- 3) **S07°51'48"W**, a distance of **53.36** feet to a 1/2-inch iron rod with "City of Hutto-Property Corner" aluminum cap found for an interior ell-corner hereof, and
- 4) **N77°14'55"E**, a distance of **403.39** feet to a calculated point for an exterior ell-corner hereof;

**THENCE**, in part over and across said Pecan Street, in part with the west right-of-way line of said West Street, and in part with the east line of Lot 4 of said Co-op District, **S12°33'09"E**, a distance of **195.02** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an exterior ell-corner hereof, said point being at northeast corner of a called 0.13 acre tract conveyed to Jaspas Properties, LLC, in Document No. 2008077200 (O.P.R.W.C.T.), and being at the southeast corner of Lot 4 of said Co-op District;

**THENCE**, leaving the west right-of-way line of said West Street, with the south line of Lot 4 of said Co-op District, in part with the north line of said Jaspas Properties tract, and in part with the north line of a tract described as a portion of Lots 5 and 6, Block 8 of said I. & G. N. Railroad Addition, conveyed to Leroy Cast in Volume 1159, Page 263 of the Official Records of Williamson County, Texas (O.R.W.C.T.), **S77°14'55"W**, a distance of **79.26** feet to a 1/2-inch iron rod with "Ward-5811" cap set for an interior ell-corner hereof, said point being at the northwest corner of a said Cast tract, and being an interior ell-corner of Lot 4 of said Co-op District;



**THENCE**, with the common line of said Cast tract and Lot 4 of said Co-op District, **S14°18'53"E**, a distance of **74.85** feet to a 1/2-inch iron rod with "City of Hutto-Property Corner" aluminum cap found for an exterior ell-corner hereof, said point being in the north right-of-way line of Farley Street (80' right-of-way), and being the southwest corner of said Cast tract, and being an exterior ell-corner of Lot 4 of said Co-op District;

**THENCE**, with the north right-of-way line of said Farley Street and the south line of Lot 4 of said Co-op District, **S77°03'02"W**, a distance of **192.83** feet to an 1/2-inch iron rod with "4Ward Boundary" cap set for an interior ell-corner hereof, said point being at the northwest terminus of said Farley Street, and being the northeast corner of Lot 5 of said Co-op District;

**THENCE**, in part with the western terminus of said Farley Street, in part with the west line of Block 1 of the Amended Plat of Lots 1 through 9, Inclusive, and Lots 12-13 and 14 and the 17-foot Alley in Block 1 of I&GN Railroad Addition Original City of Hutto, a subdivision plat recorded in Cabinet EE, Slide 293 (P.R.W.C.T.), and with the east lines of Lots 4 and 5 of said Co-op District, **S12°42'36"E**, a distance of **349.97** feet to a 1/2-inch iron rod found for the southeast corner hereof, said point being an angle point in the north right-of-way line of U.S. Highway 79 (right-of-way varies), and being the southwest corner of said Block 1 of said Amended plat of Lots 1 through 9, Inclusive, and Lots 12-13 and 14 and the 17-foot Alley in Block 1 of I&GN Railroad Addition Original City of Hutto, and being the southeast corner of Lot 4 of said Co-op District;

**THENCE**, with the north right-of-way line of said U.S. Highway 79, in part with the south lines of Lots 4 and 6 of said Co-op District, and in part with the south terminus of said Co-Op Boulevard, the following five (5) courses and distances:

- 1) **S68°32'09"W**, a distance of **51.41** feet to a 1/2-inch iron rod with illegible cap found for a point of curvature hereof,
- 2) **44.01** Feet along the arc of a curve to the left, having a radius of **2,904.79** feet, and a chord which bears **S72°28'08"W**, a distance of **44.01** feet to a TxDot Type II brass disc found for a point of tangency hereof,
- 3) **S72°19'10"W**, a distance of **324.62** feet to a TxDot Type II brass disc found for a point of curvature hereof,
- 4) **246.50** Feet along the arc of a curve to the right, having a radius of **2,824.79** feet, and a chord which bears **S74°47'48"W**, a distance of **246.42** feet to a 1/2-inch iron rod with "Baker Aicklen" cap found for a point of tangency hereof, and
- 5) **S77°20'10"W**, a distance of **249.44** feet to a TxDot Type II brass disc found for the southwest corner hereof, said point being an angle point in the north right-of-way line of said U.S. Highway 79, and being the southeast corner of a called 0.11 acre tract described in Volume 238, Page 172 (D.R.W.C.T.), and being a southwest corner Lot 6 of said Co-op District, from which a 1/2-inch iron rod with illegible cap found at an angle point in the north right-of-way line of said U.S. Highway 79, and being the southeast corner of Lot 25A, Block A of Hutto Square Commercial Lots, Phase B, recorded in Cabinet BB, Slides 184-186 (P.R.W.C.T.), and being the southwest corner of said 0.11 acre tract bears, **S89°00'55"W**, a distance of **48.65** feet;

**THENCE**, leaving the north right-of-way line of said U.S. Highway 79, in part with the east lines of said 0.11 acre tract and said Lot 25A, and in part with the west line of Lot 6 of said Co-op District, **N07°31'47"E**, a distance of **321.82** feet to a 1/2-inch iron rod with "Coalter-1481" cap found for an interior ell-corner hereof, said point being the common north corner of said Lot 25A and Lot 6 of said Co-op District;

**THENCE**, with the common line of said Lot 25A and Lot 6 of said Co-op District, the following two (2) courses and distances:

- 1) **N86°13'57"W**, a distance of **307.47** feet to a disturbed 1/2-inch iron rod found for an interior ell-corner hereof, and
- 2) **S07°20'38"W**, a distance of **37.49** feet to 1/2-inch iron rod with "4Ward Boundary" cap set for an exterior ell-corner hereof, said point being at the common east corner of Lot 25B of said of Hutto Square Commercial Lots, Phase B and Lot 6 of said Co-op District;

**THENCE**, with the south line of Lot 6 of said Co-op District, in part with the north line of said Lots 25A & 25B, in part with the north line of Lot 2A of the Resubdivision of Lot 2, Hutto Exchange, recorded in Cabinet AA, Slides 211-212 (P.R.W.C.T.), and in part with the east right-of-way line of Exchange Boulevard, the following two (2) courses and distances:

- 1) **N79°31'52"W**, a distance of **188.64** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, and
- 2) **N67°36'52"W**, a distance of **211.01** feet to a chiseled "X" found in concrete for the southwest corner hereof, said point being a corner in the east right-of-way line of said Exchange Boulevard, and being a southwest corner of Lot 6 of said Co-op District;

**THENCE**, with the east right-of-way line of said Exchange Boulevard and the west line of Lot 6 of said Co-op District, the following four (4) courses and distances:

- 1) **15.69** Feet along the arc of a curve to the left, having a radius of **680.00** feet, and a chord which bears **N07°41'36"W**, a distance of **15.69** feet to a mag nail with "4Ward Boundary" washer set for a point of reverse curvature hereof,
- 2) **193.73** Feet along the arc of a curve to the right, having a radius of **370.00** feet, and a chord which bears **N06°38'44"E**, a distance of **191.52** feet to a mag nail in asphalt found for a point of reverse curvature hereof,
- 3) **96.13** Feet along the arc of a curve to the left, having a radius of **430.00** feet, and a chord which bears **N15°13'50"E**, a distance of **95.93** feet to a chiseled "X" found in concrete for a point of non-tangency hereof, said point being at a corner in the east right-of-way line of said Exchange Boulevard, and being the northwest corner of said Lot 14, and
- 4) **S83°05'40"E**, a distance of **5.40** feet to a 1/2-inch iron rod with "RJ" cap found for an interior ell-corner hereof, said point being at a corner in the east right-of-way line of said Exchange Boulevard, and being in the north line of Lot 6 of said Co-op District, and being the southwest corner of said Williamson County tract, and being a southwest corner of said Lot 23;

**THENCE**, with the east right-of-way line of said Exchange Boulevard, and with the west line of said Williamson County tract, and in part with the west lines of said Lots 23 & 24, the following four (4) courses and distances:

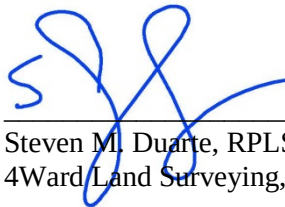
- 1) **25.84** Feet along the arc of a curve to the left, having a radius of **435.00** feet, and a chord which bears **N07°40'10"E**, a distance of **25.83** feet to a 1/2-inch iron rod with "RJ" cap found for a point of tangency hereof,
- 2) **N05°38'31"E**, a distance of **151.41** feet to a 1/2-inch iron rod with "RJ" cap found for a point of curvature hereof,
- 3) **134.63** Feet along the arc of a curve to the right, having a radius of **1,965.00** feet, and a chord which bears **N07°27'50"E**, a distance of **134.61** feet to a calculated point for a point of tangency hereof, and
- 4) **N09°32'37"E**, a distance of **97.41** feet to a 1/2-inch iron rod with illegible cap found for a northwest corner hereof, said being the southwest corner of said W L D Petersen tract, and being the northwest corner of said Williamson County tract;

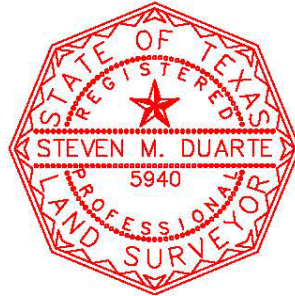
**THENCE**, leaving the east right-of-way line of said Exchange Boulevard, with the common line of said W L D Petersen tract and said Williamson County tract, **S83°11'49"E**, a distance of **439.42** feet to a 1/2-inch iron rod with illegible cap found for an interior ell-corner hereof, said point being in the west line of Lot 2 of said Co-op District, and being in the west line of said Lot 24, and being the common east corner of said W L D Petersen tract and said Williamson County tract;

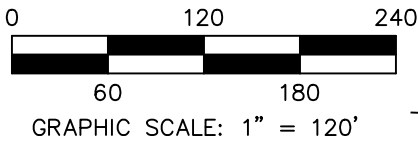
**THENCE**, with the east line of said W L D Petersen tract and Lot 24 of said Hutto Square Commercial Lots, and with the west line of said Lot 1 of said Co-op District, **N05°40'42"E**, a distance of **284.77** feet to the **POINT OF BEGINNING** and containing 35.1021 Acres (1,529,046 Square Feet) of land, more or less.

**NOTE:**

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000117952327. See attached sketch (reference drawing: 00627\_rev2.dwg).

  
7/10/2018  
Steven M. Duarte, RPLS #5940  
4Ward Land Surveying, LLC

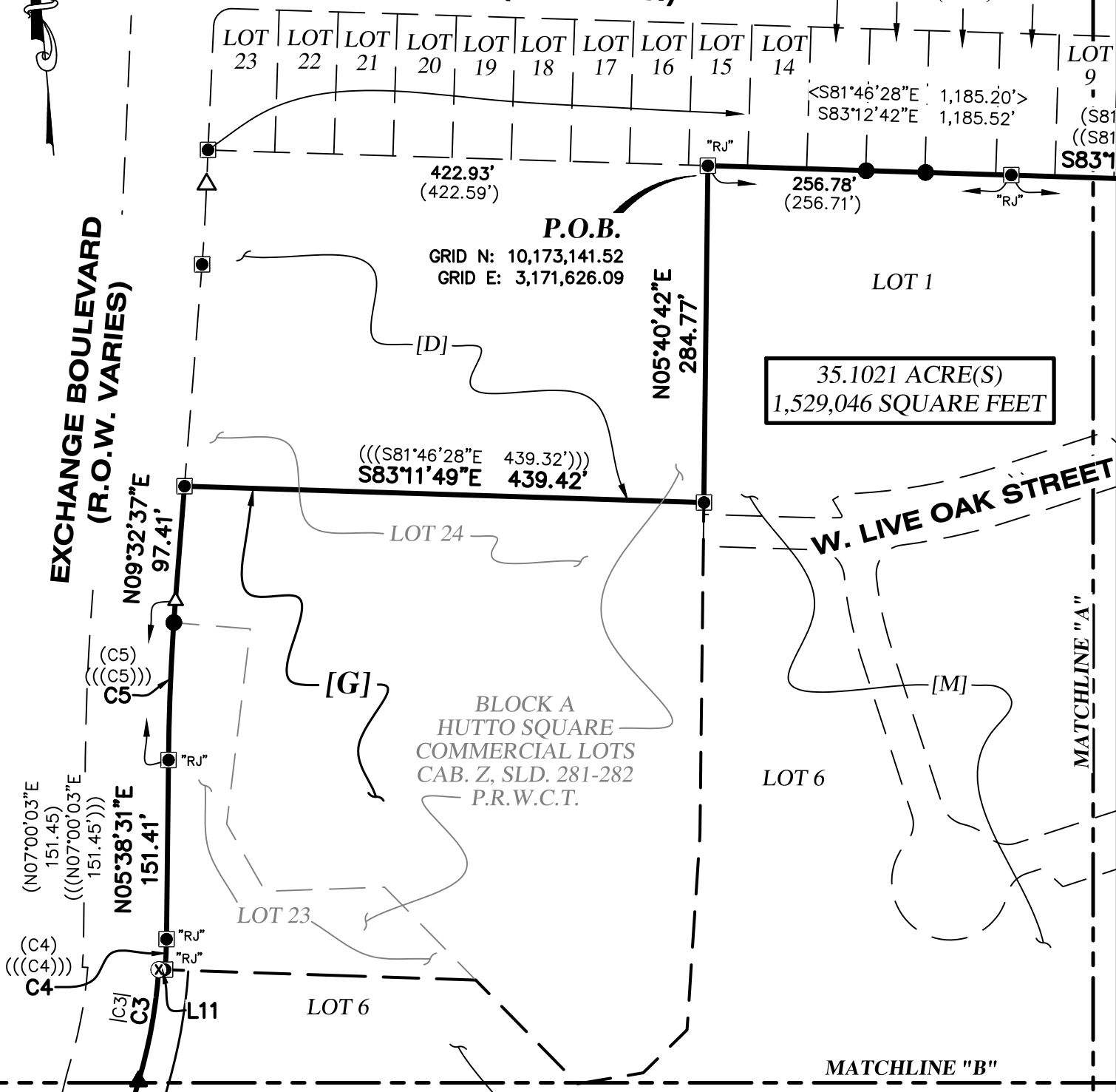




BLOCK "A"  
HUTTO SQUARE SECTION 1  
CAB. W, SLDS. 263-267, P.R.W.C.T.

W. METCALFE STREET  
(50' R.O.W.)

EXCHANGE BOULEVARD  
(R.O.W. VARIES)

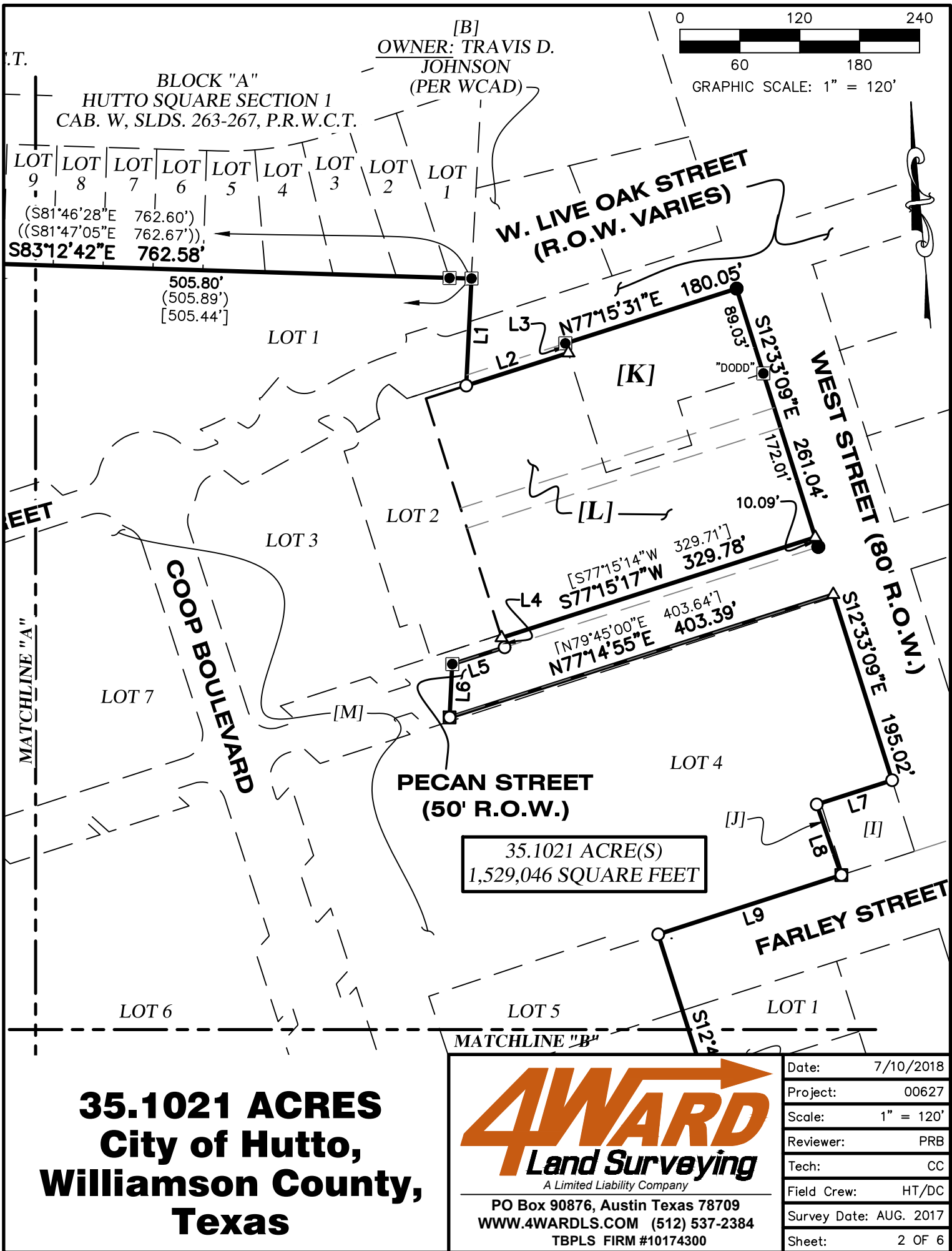


**35.1021 ACRES**  
**City of Hutto,**  
**Williamson County,**  
**Texas**

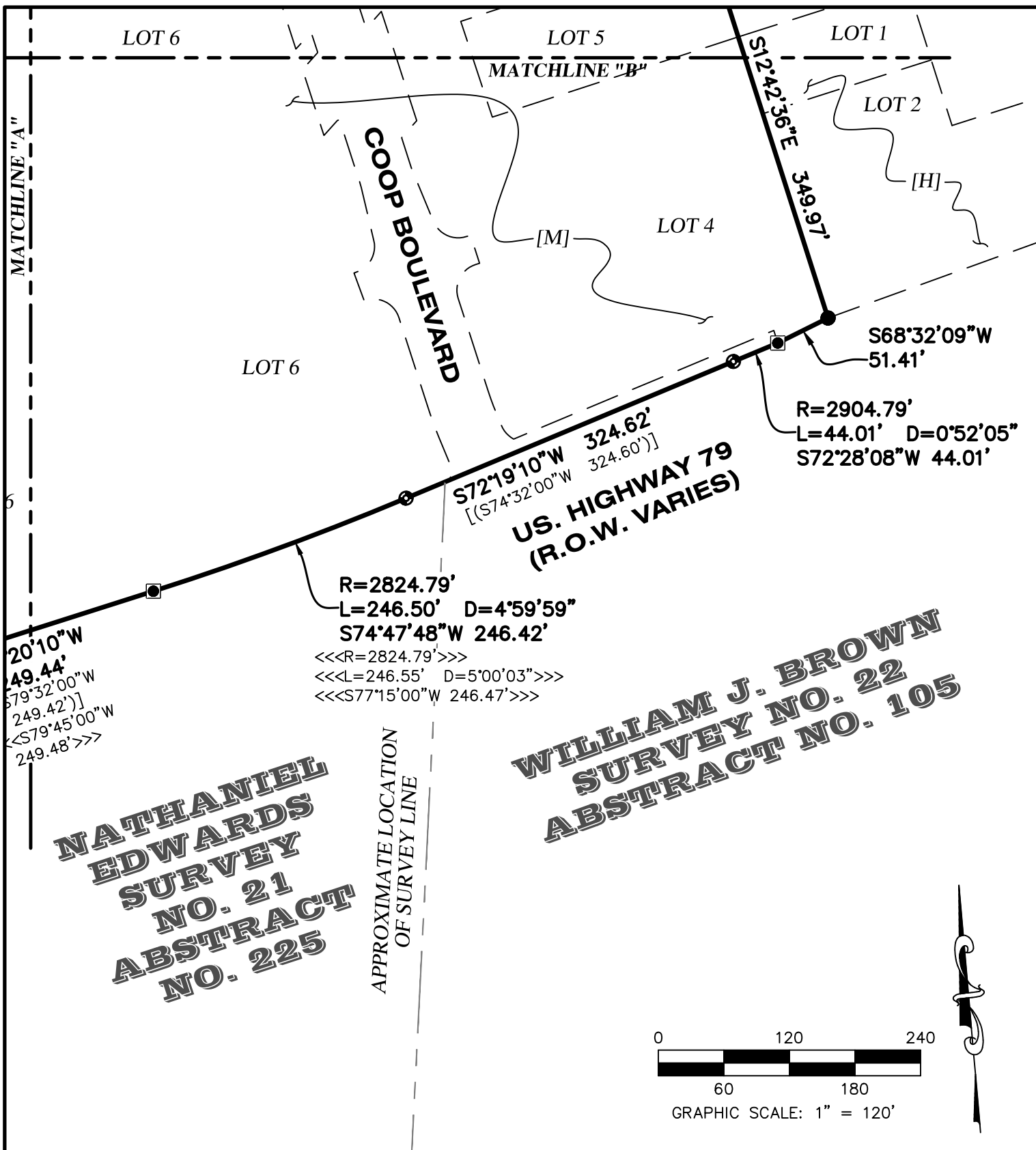


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TBPLS FIRM #10174300

|              |           |
|--------------|-----------|
| Date:        | 7/10/2018 |
| Project:     | 00627     |
| Scale:       | 1" = 120' |
| Reviewer:    | PRB       |
| Tech:        | CC        |
| Field Crew:  | HT/DC     |
| Survey Date: | AUG. 2017 |
| Sheet:       | 1 OF 6    |









| CURVE TABLE |         |           |           |             |          |
|-------------|---------|-----------|-----------|-------------|----------|
| CURVE #     | LENGTH  | RADIUS    | DELTA     | BEARING     | DISTANCE |
| C1          | 15.69'  | 680.00'   | 1°19'19"  | N07°41'36"W | 15.69'   |
| C2          | 193.73' | 370.00'   | 29°59'57" | N06°38'44"E | 191.52'  |
| C3          | 96.13'  | 430.00'   | 12°48'33" | N15°13'50"E | 95.93'   |
| C4          | 25.84'  | 435.00'   | 3°24'12"  | N07°40'10"E | 25.83'   |
| C5          | 134.63' | 1,965.00' | 3°55'33"  | N07°27'50"E | 134.61'  |

| RECORD CURVE TABLE |         |           |           |             |          |
|--------------------|---------|-----------|-----------|-------------|----------|
| CURVE #            | LENGTH  | RADIUS    | DELTA     | BEARING     | DISTANCE |
| C1                 | 15.69'  | 680.00'   | 1°19'19"  | N04°50'20"W | 15.69'   |
| C2                 | 193.74' | 370.00'   | 30°00'02" | N09°30'00"E | 191.53'  |
| C3                 | 95.84'  | 430.00'   | 12°46'12" | N18°06'54"E | 95.64'   |
| (C4)               | 25.81'  | 435.00'   | 3°24'00"  | N08°42'03"E | 25.81'   |
| ((C4)))            | 25.81'  | 435.00'   | 3°24'00"  | N08°42'03"E | 25.81'   |
| (C5)               | 134.74' | 1,965.00' | 3°55'44"  | N08°57'55"E | 134.72'  |

| LINE TABLE |             |         |
|------------|-------------|---------|
| LINE #     | DIRECTION   | LENGTH  |
| L1         | S07°51'48"W | 107.24' |
| L2         | N77°15'31"E | 107.40' |
| L3         | N12°33'04"W | 10.00'  |
| L4         | S12°32'27"E | 10.09'  |
| L5         | S77°15'17"W | 54.99'  |
| L6         | S07°51'48"W | 53.36'  |
| L7         | S77°14'55"W | 79.26'  |
| L8         | S14°18'53"E | 74.85'  |
| L9         | S77°03'02"W | 192.83' |
| L10        | S07°20'38"W | 37.49'  |
| L11        | S83°05'40"E | 5.40'   |

#### NOTES:

1) 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 1.000117952327.

2) SEE ATTACHED METES AND BOUNDS.



*[Signature]* 7/10/2018

**35.1021 ACRES**  
**City of Hutto,**  
**Williamson County,**  
**Texas**



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| Survey Date: | AUG. 2017 |
| Sheet:       | 5 OF 6    |

[A] CALLED 0.11 ACRE  
OWNER: ATMOS ENERGY  
(PER WCAD)  
VOL. 238, PG. 172,  
D.R.W.C.T.

[B] PORTION OF LOT 1,  
BLOCK  
13, I & GN RAILROAD  
ADDITION  
VOL. 50, PG. 253, D.R.W.C.T.

[C] RESUBDIVISION OF  
LOT 2  
THE HUTTO EXCHANGE  
CAB. AA, SLDS. 211  
P.R.W.C.T.

[D] CALLED 2.814 ACRES  
OWNER: W L D PETERSEN  
INVESTMENTS-HUTTO, LLC  
DOC. NO. 2015048567  
O.P.R.W.C.T.

[E] CALLED 2.919 ACRES  
OWNER: CITY OF HUTTO  
DOC. NO. 2004003059  
O.P.R.W.C.T.

[F] BLOCK A, HUTTO  
SQUARE  
COMMERCIAL LOTS PHASE B  
CAB. BB, SLDS. 184-186  
P.R.W.C.T.

[G]  
CALLED 4.43 ACRES  
OWNER: WILLIAMSON  
COUNTY  
DOC. NO. 2005053311  
O.P.R.W.C.T.

[H] BLOCK 1, AMENDED PLAT OF  
LOTS 1 THROUGH 9, INCLUSIVE,  
AND LOTS 12, 13, AND 14, AND  
THE 17-FOOT ALLEY IN BLOCK 1  
OF I&GN RAILROAD ADDITION  
ORIGINAL CITY OF HUTTO  
CAB. EE, SLD. 293, P.R.W.C.T.

[I] CALLED 0.13 ACRE  
PART OF LOTS 5 AND 6  
BLOCK 8, I & GN RAILROAD  
ADDITION  
OWNER: JASPAS PROPERTIES,  
LLC  
DOC. NO. 2008077200,  
O.P.R.W.C.T.

[J] REMAINDER OF TRACT  
DESCRIBED IN  
VOL. 1159, PG. 563 D.R.W.C.T.

[K] CALLED 0.464 ACRE  
OWNER: HILL COUNTRY  
BIBLE CHURCH HUTTO  
DOC. NO. 2016077686,  
O.P.R.W.C.T.

[L] LOT 1A, BLOCK 9  
RAILROAD ADDITION  
LOTS 1-4, 5 (S/PT)  
AND 7, BLOCK 9 AMENDED PLAT  
DOC. NO. 2015080695  
O.P.R.W.C.T.

[M] FINAL PLAT OF THE CO-OP  
DISTRICT  
DOC. NO. 2018038896  
O.P.R.W.C.T.

## LEGEND

|              | PROPERTY LINE                                                                 | P.O.B.      | POINT OF BEGINNING                                    |
|--------------|-------------------------------------------------------------------------------|-------------|-------------------------------------------------------|
| — — — — —    | EXISTING PROPERTY LINES                                                       | { ..... }   | RECORD INFORMATION PER<br>DOC. NO. 2016077686         |
| - - - - -    | EXISTING EASEMENTS                                                            | { ..... }   | RECORD INFORMATION PER<br>DOC. NO. 2008077200         |
| ○            | 1/2" IRON ROD WITH "4WARD<br>BOUNDARY" CAP SET                                | { ..... }   | RECORD INFORMATION PER<br>PLAT CAB. G, SLD. 185       |
| ●            | 1/2" IRON ROD FOUND<br>(UNLESS NOTED)                                         | { ..... }   | RECORD INFORMATION PER<br>PLAT VOL. 50, PG. 253       |
| ◐            | IRON ROD WITH ILLEGIBLE<br>CAP FOUND (UNLESS NOTED)                           | { ..... }   | RECORD INFORMATION PER<br>DEED DOC. NO. 2017025032    |
| ⊗            | CHISELED "X" FOUND IN<br>CONCRETE                                             | { ..... }   | RECORD INFORMATION PER<br>PLAT VOL. Z PGS. 281-282    |
| ⊙            | TXDOT TYPE II BRASS DISC<br>FOUND                                             | { ..... }   | RECORD INFORMATION PER<br>DEED DOC. NO. 2008077696    |
| △            | CALCULATED POINT                                                              | { ..... }   | RECORD INFORMATION PER<br>DEED DOC. NO. 2005053311    |
| ⊗            | COTTON SPINDLE FOUND                                                          | { ..... }   | RECORD INFORMATION PER<br>DEED DOC. NO. 2003119272    |
| ▲            | MAG NAIL FOUND                                                                | { ..... }   | RECORD INFORMATION PER<br>PLAT CAB. BB, SLDS. 184-186 |
| ⊙            | MAG NAIL WITH "4WARD<br>BOUNDARY" WASHER SET                                  | { ..... }   | RECORD INFORMATION PER<br>PLAT DOC. NO. 2015080695    |
| □            | 1/2" IRON ROD WITH "CITY OF<br>HUTTO - PROPERTY CORNER"<br>ALUMINUM CAP FOUND | { ..... }   | RECORD INFORMATION PER<br>TX DOT R.O.W. MAP           |
| DOC. #       | DOCUMENT NUMBER                                                               | { ..... }   | RECORD INFORMATION PER<br>PLAT CAB. AA, SLD. 211      |
| P.U.E.       | PUBLIC UTILITY EASEMENT                                                       | { ..... }   | RECORD INFORMATION PER<br>DEED DOC. NO. 2015048567    |
| B.L.         | BUILDING LINE                                                                 | <.....>     |                                                       |
| VOL./PG.     | VOLUME, PAGE                                                                  | <<.....>>   |                                                       |
| CAB./SLD.    | CABINET, SLIDE                                                                | <<<.....>>> |                                                       |
| R.O.W.       | RIGHT-OF-WAY                                                                  |             |                                                       |
| P.R.W.C.T.   | PLAT RECORDS,<br>WILLIAMSON COUNTY, TEXAS                                     |             |                                                       |
| O.P.R.W.C.T. | OFFICIAL PUBLIC RECORDS,<br>WILLIAMSON COUNTY, TEXAS                          |             |                                                       |
| D.R.W.C.T.   | DEED RECORDS,<br>WILLIAMSON COUNTY, TEXAS                                     |             |                                                       |

**35.1021 ACRES**  
**City of Hutto,**  
**Williamson County,**  
**Texas**



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|              |           |
|--------------|-----------|
| Date:        | 7/10/2018 |
| Project:     | 00627     |
| Scale:       | 1" = 120' |
| Reviewer:    | SMD       |
| Tech:        | CC        |
| Field Crew:  | HT/DC     |
| Survey Date: | AUG. 2017 |
| Sheet:       | 6 OF 6    |

# ***Hutto Co-op***

**City of Hutto, Texas  
Planned Unit Development (PUD)**

## **Exhibit A Development Plan**

**September 8, 2017  
Revised September 28, 2017  
Revised October 10, 2017  
Revised November 28, 2017  
Revised March 12, 2019  
Revised May 24, 2023  
Revised August 9, 2023**

**Applicant: 79 HCD Development, LLC  
15443 Knoll Trail Road  
Suite 130  
Dallas, Texas 75248**

**Prepared by: SEC Planning  
4201 W. Parmer Lane  
Building A, Suite 220  
Austin, TX 78727**



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Open Space Plan-Exhibit D  
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Street Cross Sections-Exhibit F  
Plant Palette-Exhibit G

# **1. GENERAL PROVISIONS**

## **1.1 Title**

This ordinance is known as the “Hutto Co-op District” Planned Unit Development Ordinance and may be cited as “Hutto Co-op” PUD.

## **1.2 Purpose and Intent**

The purpose of this Plan is to ensure a PUD that creates a vibrant mixed use district as well as: 1) is equal to, superior than and/or more consistent than that which would occur under the standard ordinance requirements, 2) is in harmony with the Old Town Master Plan 3) does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and welfare, 4) is adequately provisioned by essential public facilities and services, and 5) will be developed and maintained so as not to dominate, by scale or massing of structures, the immediate neighboring properties or interfere with their development or use.

## **1.3 Applicability of City Ordinances**

The Property shall be regulated for purposes of zoning and subdivision by this PUD Plan. All aspects not specifically covered by this Plan shall be regulated by the UDC “Unified Development Code of the City of Hutto, Texas” (“UDC”) in effect on the date of adoption of this ordinance. In those cases where in conflict, this PUD shall take precedence over the UDC.

## **1.4 Severability**

In case one or more provisions contained of this Plan are deemed invalid, illegal or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provisions of this Plan and in such event, this Plan shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Plan.

## **1.5 Amendments to Ordinance**

Technical, site planning or engineering considerations that meet the intent of this PUD may call for minor modifications from the approved PUD. The Planning Director may approve minor modifications if they promote flexibility in design and are consistent with the intent of the original PUD approval.

Modifications to the PUD shall be administered as follows:

Modifications of the Concept Plan pertaining to (a) roadway and trail alignments; (b) changes in the density of specific sections or phases shown on the Concept Plan that do not increase the overall density of development on the Land, and (c) changes of less than **cumulative** twenty percent (20%) in the size of any section or phase shown on the Concept Plan, shall be considered “Minor Modifications” over which the City’s Planning Director has final review and decision-making authority. In addition, the City may request modifications to the Concept Plan relating to roadway and trail alignments if necessary due to topography, terrain, floodplains and floodways, alignment with connections to adjoining portions of roadways, trails, or utilities on adjacent properties, and similar situations, all of which shall be considered Minor Modifications over which the City’s Planning Director has final review and decision-making authority.

All other changes to the Concept Plan that are not Minor Modifications shall be considered “Major Modifications.” Major Modifications to the Concept Plan must be approved as an amendment to this PUD Ordinance by the City Council. After approval by the City in accordance with these requirements, all Minor Modifications and Major Modifications to the Concept Plan shall be recorded by the City at the Property owner’s expense in the Official Records of Williamson County, and thereafter, all references in this Development Plan to the Concept Plan shall mean and refer to the then most current approved and recorded Concept Plan.

Minor Modifications to the Concept Plan allowed by this Development Plan shall not be deemed to be changes to the Project under Chapter 245 of the Texas Local Government Code. All Major Modifications to the Concept Plan shall be deemed to be changes to the Project under Chapter 245 of the Texas Local Government Code, and the provisions of the UDC and all other applicable laws and regulations in effect at the time of such Major Modifications shall apply unless the City agrees otherwise.

Approval of this Development Plan does not constitute plat or site plan approval, and all development related approvals required by the UDC are still required. The request for an amendment to the PUD Ordinance shall not subject the entire application to public hearing, but only that portion necessary to rule on the specific issue requiring the relief.

## **1.6 Definitions**

Definitions set forth in the UDC, including general abbreviations, terms definitions and conditions for use indicated throughout this ordinance shall apply to this PUD.

## 2. DEVELOPMENT PLAN and LAND USES

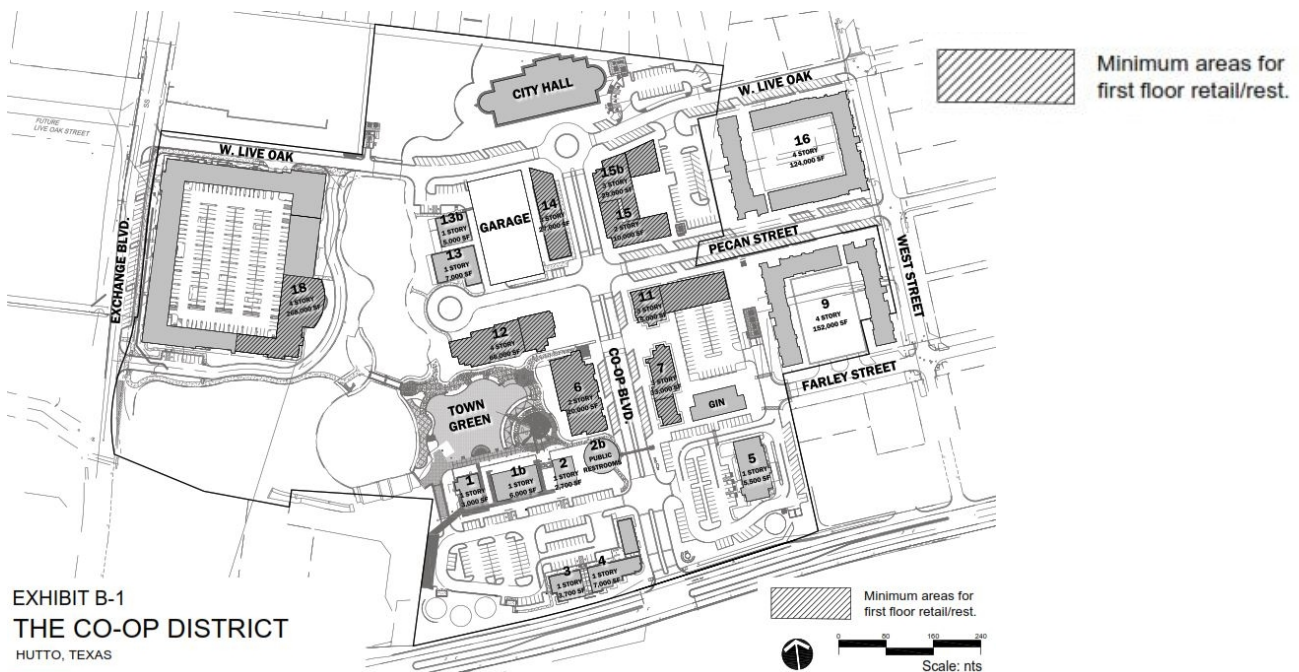
### 2.1 Permitted Uses in the PUD

The purpose of the Plan is to provide a mixed-use, walkable development including retail, office, restaurant, entertainment, civic and residential uses. **Exhibit C**, illustrates the location of the Plan area and the proposed land use blocks in relation to the adjacent existing and planned facilities.

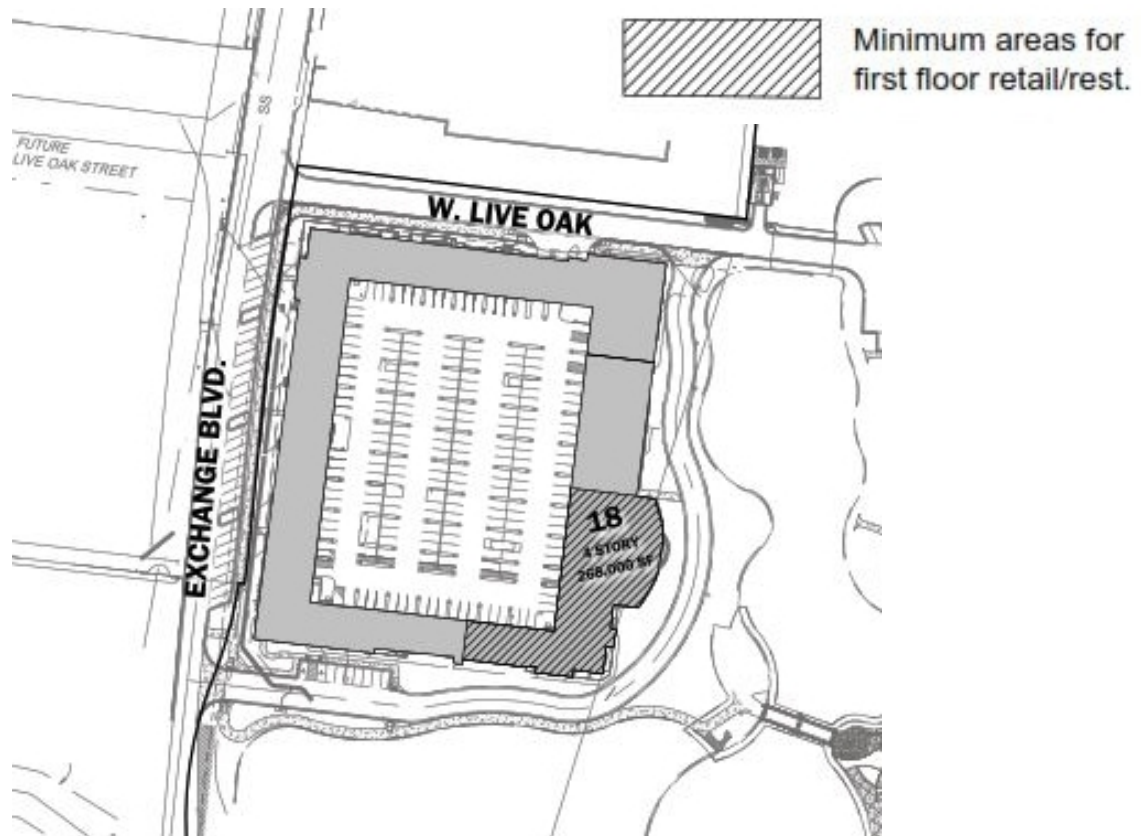
The Plan consists primarily of retail, high density residential, entertainment, restaurant, civic and office components. Design requirements dictate that the uses generally be oriented to the street and linked together by pedestrian elements such as walking trails, pedestrian plazas and storefront sidewalks.

The PUD shall also require the following provisions within the Plan:

- 2.1.1** All buildings not yet constructed or under construction must be at least two-stories, except as set forth in No. 2 below, or except with a Special Use Permit.
- 2.1.2** Single-story restaurants shall be allowed that either front, or back up to, the lake or town green.
- 2.1.3** Multifamily-projects (other than Tract 6 of Exhibit C), may be constructed within the Co-Op District so long as the first floor of all buildings as specifically identified on the diagram below are restricted to retail/restaurant/entertainment uses, except via Special Use Permit. Exceptions to these frontage requirements are allowed for entry drives to internal parking, stairwells, leasing offices, and convention space.



- 2.1.4** Live/work units, or dedicated stand-alone condominiums, or spaces that have an office appearing front facade that can function as a place to conduct business and reside, may be allowed on the first floor of buildings with consent of the City Council for the sections that are not primary retail, dining or entertainment corridors, such as Farley Street east of Coop Blvd, or sections of Pecan or West Street.
- 2.1.5** All allowed uses in the Planned Unit Development (PUD) (save and except Prohibited Uses as set forth in Section 2.2 of this PUD, including office space and multi-family uses, can occupy space on the second floor and above anywhere within the boundaries of the PUD.
- 2.1.6** Buildings constructed within the Project may be constructed using zero-lot lines (no setbacks) as a basis for increasing density within the Project.
- 2.1.7** Tract 6 of Exhibit C shall contain a fully wrapped urban style project wrapping a parking garage for both resident, visitor and public uses, and includes first floor or street level uses for dining, retail or entertainment uses as located on the below diagram:



- 2.1.8** During construction throughout the Co-Op District, temporary parking lots shall be allowed with an amended and approved site plan.
- 2.1.9** The current rules and ordinances allow for sip and stroll of alcoholic beverages (open containers in public) and that there are no prohibitions or restrictions with regard to proximity of alcohol sales to church or education facilities beyond what is accounted for in State law. The Project will have the right to continue sip and stroll and future restrictions that may be enacted by



the City in regard to proximity of alcohol sales to church or educational facilities shall not apply.

**2.1.10** Permitted uses within the boundaries of the PUD are as listed in the below land use table:

## PERMITTED USES

| Use                                                            | Conditions |
|----------------------------------------------------------------|------------|
| <b><u>Residential</u></b>                                      |            |
| Multifamily                                                    | 1          |
| Dwelling: Single Household Attached Townhouse                  | 2          |
| Upper Story, above non-residential uses                        |            |
| Assisted Living Facility (2 <sup>nd</sup> floor and above)     |            |
| Independent Living Facility (2 <sup>nd</sup> floor and above)  |            |
|                                                                |            |
| <b><u>Non-Residential</u></b>                                  |            |
| Library                                                        |            |
| Community Service                                              |            |
| Government Facilities                                          |            |
| Park                                                           |            |
| Amenity/Recreation Center                                      |            |
| Commercial Parking                                             |            |
| Parking Garage                                                 | 3          |
| Restaurant/Bar                                                 | 4          |
| Food Catering (accessory or secondary to restaurant or bakery) |            |
| Nightclub (with SUP)                                           |            |
| Entertainment facility, theater                                |            |
| Outdoor Entertainment, including Amphitheater                  |            |

|                                                             |                                                                                                                       |
|-------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| Live/Work Units                                             |                                                                                                                       |
| Office: Professional                                        | 2 <sup>nd</sup> floor and higher of 2 story or taller buildings. 1 <sup>st</sup> floor of existing 1 story buildings. |
| Office: Medical                                             | 2 <sup>nd</sup> floor and higher of 2 story or taller buildings. 1 <sup>st</sup> floor of existing 1 story buildings  |
| Personal and business service shop                          |                                                                                                                       |
| Print Shop                                                  |                                                                                                                       |
| Hotel / Boutique Bed & Breakfast                            |                                                                                                                       |
| Retail Sales and Service (other than the uses listed below) |                                                                                                                       |
| Grocery                                                     |                                                                                                                       |
| Bakery                                                      |                                                                                                                       |
| Bank                                                        | 5                                                                                                                     |
| Vehicle Sales                                               | 6                                                                                                                     |

| Use-Non Residential                       | Conditional Use |
|-------------------------------------------|-----------------|
| Day Care: Child (1-6 children)            | 7               |
| Day Care: Child (greater than 6 children) | 7               |
| School: no more than 5 students           |                 |
| School: at least 6 students               |                 |
| Public Utility Substation                 |                 |
| Bed and Breakfast                         |                 |
| Bus Stops                                 |                 |

|                          |  |
|--------------------------|--|
| Hospital                 |  |
| Research and Development |  |
| Data Center              |  |

#### Temporary Uses

| <b>Temporary uses</b>              |   |
|------------------------------------|---|
| Construction equipment storage lot |   |
| Construction field office          |   |
| Portable storage container         |   |
| Temporary building                 |   |
| Temporary surface parking lot      | 8 |

#### Accessory Uses

| <b>Accessory uses</b>               |  |
|-------------------------------------|--|
| Antenna, non residential use: other |  |
| Free standing cisterns              |  |
| Drive through facility              |  |
| Satellite dish                      |  |
| ATM machines – stand alone          |  |

#### Conditions of Use

- (1) Multifamily
  - (a) For individual residential projects exceeding 24 dwelling units per acre, all required residential parking shall be provided within a parking structure that is attached to the residential structure.
  - (b) Buildings shall be oriented to the street or public green and parking (except for on street parking) shall be generally contained, as much as practical, internal to the multi family site with limited visibility from the surrounding streets.
  - (c) Multi family uses may be incorporated into a vertical mixed use building with office or retail on the ground floor and multi family located above.
- (2) Townhouse
  - (a) Development standards not addressed in this Plan shall comply with the SF-2 zoning district of the Code, as amended.
  - (b) Parking: A minimum of 2 parking spaces are required per unit. At least one (1) of the required spaces must be garage enclosed.
  - (c) Units shall be oriented to the street or public green and be elevated a minimum of 18 inches from the adjacent sidewalk.
  - (d) Garages shall be oriented towards an alley at the rear of the unit and the rear setback shall be measured from the edge of the alley.

- (e) Single Family Attached homes shall be limited to a corridor a maximum of 250' wide as measured from the easternmost property line.
- (3) Parking Garage
  - (a) Parking structures that front onto a public street must have an architectural screen, green screen or other aesthetic treatment that complements the surrounding architecture and is approved by the Architectural Review Committee.
- (4) Restaurant/Bar
  - (a) Drive through facilities only allowed by special use permit (SUP). A maximum of 3 drive through lanes are allowed. Drive through facilities are limited to an area located within 300 feet of Highway 79.
- (5) Bank
  - a) Any drive thru facility associated with a bank must be designed so that there is an intervening building that effectively screens the drive thru area, including stacking spaces, from a public street. A maximum of 2 drive through lanes are allowed. Drive through facilities are limited to an area located within 300 feet of Highway 79.
- (6) Vehicle Sales
  - (a) All vehicles must be located inside the facility.
- (7) Daycare
  - (a) Daycare facilities may be integrated into an office complex or office building facility.
- (8) Temporary Surface Parking Lot
  - (a) Temporary surface parking lots may be located in areas where future parking garages are planned as an interim parking solution for overflow parking, special events and construction parking until parking requirements trigger the need for a parking garage.
  - (b) Temporary parking lots shall be allowed to have one course of asphalt, a minimum of one and one half inches (1 ½) in depth
  - (c) Temporary parking lots will be provided with parking lot lighting
  - (d) Landscape screening and planting requirements will not apply to temporary parking lots.

## **2.2 Use Descriptions and Standards**

Unless otherwise modified within this PUD, refer to the UDC for definitions of uses and standards for residential uses, commercial and retail uses, industrial uses, institutional and civic uses, temporary uses and accessory uses.



## Prohibited Uses

Adult entertainment; Auto body repair shops; Automotive car wash; Automotive parts stores; Automotive service centers; Bank lobbies/bank branches (except for Co-op Building 300, Suite 302 approximately 1,706 square feet); Boat sales establishments; Building, electrical, or plumbing contractors; Building material sales with outdoor storage; Equipment rental, sales, or service (including heavy equipment, farm equipment, bulldozers, backhoes forklifts, cranes, etc.); Emissions inspection stations; Funeral homes or mausoleums; Heavy equipment and farm equipment sales and service, and truck rental; Lawnmower repair shops; Liquor stores (except as may be permitted in the Hutto Co-op District Amended and Restated Master Development Agreement); Log-splitting and storage lots; Manufactured homes; Mattress stores, Mobile home or mobile building leasing or sales lots; Machine or welding shops; Mini-warehouse facilities; New and used automobile sales and/or rental with outside storage of inventory; Pawn shops; Pest control businesses that store toxic chemicals on site; Payday Loans; Recovered materials processing; Motels that provide outside entries to individual units; Outdoor sales except via vendor permits; Outdoor storage of inventory; Self service laundries that are principal uses; Self-storage; Tattoo parlors; Taxidermists; Yard trimmings composting; Veterinarians.

Uses not listed in the “Permitted Use” table in section 2.1 shall be deemed prohibited unless determined to be appropriate under the conditions outlined for “New and Undefined Uses”.

## New and Undefined Uses

As commerce and technology evolve, new types of land uses will develop and forms of land use not anticipated may seek locations in the Co-op District. To provide for contingencies, the Planning Director will consider the appropriateness of an undefined use within the PUD area. Approval criteria include:

- Impacts of the use, including externalities and use of public services and infrastructure,
- The use is similar in nature and impact to a use listed and defined as a permitted use in the PUD.
- The use is consistent with the intent of a vibrant, mixed use district.
- The use conforms to the intent of the PUD, UDC and applicable plans
- The interpretation does not lower the protection given to the public by the PUD and UDC.
- The use does not have the potential to create a dynamic that would harm the vitality or future development potential of surrounding commercial, industrial and residential areas.

### 3. DEVELOPMENT STANDARDS

#### 3.1 General Standards

##### 3.1.1 Lot dimensions and area

|                                                 | Multi family              | Townhome                            | Commercial/<br>retail/office/<br>mixed use                                 |
|-------------------------------------------------|---------------------------|-------------------------------------|----------------------------------------------------------------------------|
| Lot area (min)                                  | 20,000 sq. ft.            | 2,000 sq. ft.                       | 10,000 sq. ft                                                              |
| Lot width at building line (min)                | 100 ft.                   | 20 ft.                              | 18 ft.                                                                     |
| Minimum/Maximum Build to line street ROW        | 15/30 ft. (a)             | 15/30 ft.                           | 15/30 ft. (a)                                                              |
| Side yard (min)                                 | 10 ft.                    | 0 ft. for common walls or 5 ft. (b) | 0 ft. for common walls or 10 ft. (b)                                       |
| Rear yard (min)                                 | 10 ft.                    | 6 ft.                               | 5 ft.                                                                      |
| Side and rear yard for accessory building (min) | Same as main Building (c) | Same as main building (c)           | Same as main building (c)                                                  |
| Spacing between buildings (min)                 | 20 ft.                    | 10 ft.                              | 10 ft.                                                                     |
| Building height (min/max)                       | 3 story/6 stories         | 1 story/3 stories                   | 1 story/10 stories; 2 stories max. within 150 feet of existing residential |
| Building height, accessory (max)                | 15 ft.                    | 15 ft.                              | 15 ft.                                                                     |
| Lot Coverage                                    | 80% (d)                   | 80% (d)                             | 95% (d)                                                                    |
| Sidewalks (min width along streets)             | 8 ft. (e)                 | 8 ft. (e)                           | 15 ft. (e)                                                                 |

- (a) The build-to line may be increased beyond the maximum setback to include parks, plazas, courtyards and other developed open spaces in the street yard.
- (b) Side setback of 0 feet is allowed only for internal attached buildings with a common wall.
- (c) Accessory buildings are not permitted between the front building line of the primary building and the public right of way.
- (d) The buildable density on a lot shall be governed by the height, setback and lot coverage requirements only.
- (e) Minimum sidewalk width between the building and the street curb and shall include walkways within the adjacent right of way per the street sections defined within this PUD.

### 3.1.2 Setback encroachment exceptions

| Type of structure or use                           | Residential uses                                                             | Non-residential uses                                                                                                  |
|----------------------------------------------------|------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| Air conditioning equipment                         | Any part of the side and rear yard. Must be screened from view               | n/a                                                                                                                   |
| Arbors and trellises                               | Any yard, at least 5 ft. from neighboring PL                                 |                                                                                                                       |
| Awnings / Galleries                                | No more than 3 ft. into front, side or rear setback; may hang over easements | May extend to within 2 feet from the edge of pavement within the right of way. 8 feet of vertical clearance required. |
| Bay windows, entry vestibules, overhanging eaves   | No more than 3 ft. into any setback                                          |                                                                                                                       |
| Ramps and other access devices required by the ADA | Any yard on the site as long as they do not impede pedestrian flow           |                                                                                                                       |
| Retaining walls                                    | Any yard on the site                                                         |                                                                                                                       |
| Silos                                              | Any yard on the site                                                         |                                                                                                                       |

### 3.1.3 Buffer yards

#### 3.1.3.1 Landscape buffer yards shall be provided along the northern and southern boundaries of the PUD.

- Hwy 79: 20 ft. from Highway 79 right-of-way
- Northern property line: a solid masonry wall will be provided between the PUD boundary and the existing residential homes.
- A minimum of 30 feet of landscape area shall be provided around the perimeter of the detention pond/lake and shall be measured from the line of 25 year inundation to the edge of the open space. Exception allowed if the edge of the lake is a hard edge with a boardwalk or other hardscape design element oriented adjacent to the water.
- Landscape buffer yards shall be planted per the requirements of Section 3.4, Landscaping.

### 3.1.4 Screening

#### 3.1.4.1 Loading area screening

Off-street loading areas must be fully screened from view from public streets and open spaces. Wing walls, landscape screens, changes in building orientation and/or other architectural elements must be used to buffer loading docks. Loading docks shall be located no more than 100 ft. from a single family residential use or lodging establishment.

Refer to Landscape, section 3.4 for planting requirements.

#### 3.1.4.2 Dumpster screening

Dumpster enclosures within the PUD must be located at least 25 ft. from a single family residential use. Dumpsters must be screened from public streets and pedestrian gathering areas with masonry walls and enclosure gates that are compatible with the architectural theme of the adjacent building(s).

Refer to Landscape, section 3.4 for planting requirements.

#### 3.1.4.3 Parking lot screening

Parking lots that are visible from a public street must be screened from the adjacent street and walkway by a minimum 6 foot wide landscape area. Three and a half foot tall screen wall, shrubs, trees or a combination of the above may be placed in the 6 foot landscape screening area.

Refer to Landscape, section 3.4 for planting requirements.

#### 3.1.4.4 Mechanical equipment screening

Rooftop mechanical equipment must be hidden or screened with architecturally integral elements at least as high as the equipment to be screened.

Ground mounted mechanical equipment must be hidden or screened with architecturally integral wing walls and/or landscaping.

Solar panels are exempt from mechanical equipment screening standards.

Refer to Landscape, section 3.4 for planting requirements.

#### 3.1.4.5 Utility equipment screening

Electric meters, switch boxes, panels, conduit and related utility equipment must be placed in the most inconspicuous location possible. Where allowed by utility provider, paint all utility equipment to match adjacent building or landscape.

Utility equipment located in an area that may be frequently seen by the general public must be screened with a wing wall architecturally integrated into the host structure or painted to match the primary building color.

### 3.2 Site Design Standards

#### 3.2.1 Design Guidelines

In order to maintain a comprehensive site design throughout the PUD area, the Owner shall establish an Architectural Review Committee (ARC) composed of an architect, landscape architect and the Owner.

The ARC shall establish design guidelines to specify the building and site orientation. For each project, items such as architectural plans, site plans with landscape and parking lot layouts shall be submitted to the ARC for their review and approval. An approval letter from the ARC shall be submitted with the corresponding applications to the City for site development and building permits. The approval of the ARC shall not take the place of any and all required submittals to the City, County or other governmental agency as necessary to receive regulatory approvals.

#### 3.2.2 Water Bodies and Retention Areas

##### 3.2.2.1 Shape/Slope

Permanent wet retention ponds visible from a street or other public area must be designed to appear natural by having curvilinear edge treatments.

Retention basins must be designed with at least 5:1 side slopes to 2 ft. below the normal water line. Hard edges along portions of the water bodies are allowed to create pedestrian boardwalks.

#### 3.2.3 Parking Lot Design



To the greatest extent possible, surface parking lots shall be placed behind the primary buildings and internal to development sites. Where parking lots have frontage on a public street, they shall be screened per the requirements outlined in Section 3.1.4.3 and 3.4 of this PUD. Wherever feasible, orient parking aisles perpendicular to building entrances.

#### 3.2.3.1 Angled and parallel parking from the public right-of-way is allowed

#### 3.2.3.2 Landscaping Areas

- Landscape islands of at least 162 sq. ft. must be placed at both ends of a parking row.
- Parking rows cannot extend for greater than 10 spaces without an interrupting landscape island of at least 162 sq. ft.
- A 10 ft. landscape median shall be provided between every other parking bay, unless space constraints exist and it is not physically possible to comply and still create a functioning parking lot. The planning director shall have authority to approve modifications on a case by case basis.

### 3.2.4 Parking and Loading Space Bulk Standards

#### 3.2.4.1 Parking space dimensions

Parking spaces must have the following minimum dimensions:

- Standard parking space (perpendicular or angled to the aisle): 9 ft. x 18 ft.
- Compact parking space: 7.5 ft x 16.5 ft.
- Standard parking space (parallel to the aisle): 8 ft. x 23 ft.
- Handicapped parking space: 9 ft. x 18 ft., plus a clear 5 ft. x 18 ft. loading area to the side. Two handicapped spaces may share one loading area.
- Motorcycle space: 4.5 ft. x 9 ft.
- Off-street loading space: 12 ft. x 25 ft.

- **Bicycle space:** a stationary object where a user can secure both wheels and the frame of the bicycle with a 6 ft. cable and lock. The stationary object may be a freestanding bicycle rack, a wall-mounted bracket, an enclosed bicycle locker, a three point bicycle rack or a fenced, covered, locked or guarded bicycle storage area.

### 3.2.5 Parking Requirements

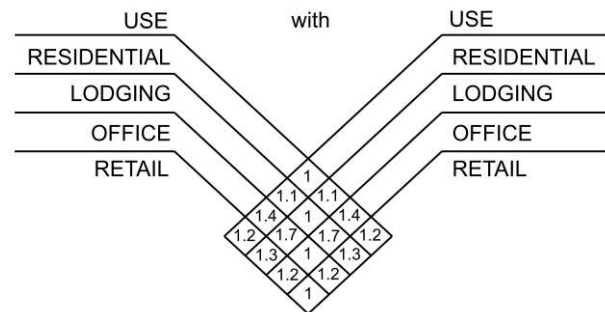
#### 3.2.5.1 Required parking spaces

Uses should offer only the minimum amount of parking that is necessary to meet anticipated normal demand. Up to **10%** of the total provided parking spaces for each individual site plan within the overall development may be Compact Parking Spaces: The number of required parking spaces for a use is as follows:

| <b>Commercial use classification</b>                                                                                                                                                                    | <b>Required specs (minimum)</b>                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| Multi-tenant retail buildings; indoor recreation facility                                                                                                                                               | 1 per 400 sq. ft. GFA                                           |
| Restaurant, bar/tavern, live entertainment, nightclub                                                                                                                                                   | 1 per 150 sq. ft. GFA                                           |
| Retail uses including: performing art studio, bank, bakery, retail, convenience store, gas station, grocery store, instructional facility, personal and business service shop, print shop, retail store | 1 per 400 sq. ft. GFA                                           |
| Office uses, including medical office, professional office, civic uses                                                                                                                                  | 1 per 400 sq. ft. GFA                                           |
| Child day care facility                                                                                                                                                                                 | 1 per employee + 3                                              |
| Lodging establishment (all) (restaurants, bars, nightclubs and other accessory uses computed separately)                                                                                                | 1.2 per guest room + 1 per 100 sq. ft. GFA meeting/banquet room |
| Entertainment facility: theater                                                                                                                                                                         | 1 per 4 seats                                                   |
| Townhouse                                                                                                                                                                                               | 2 spaces                                                        |
| Multi Family                                                                                                                                                                                            | 1 space per unit + .5 per bedroom                               |

### 3.2.5.2 Variance to parking requirements

Shared parking may be utilized if desired by the developer of the project. The sum of the required parking for any two functions listed in the below table, when divided by the appropriate Shared Parking Factor, produces the actual parking needed for each site.



### 3.2.5.3 Bicycle parking

One or more bicycle parking spaces must be provided for every 20 vehicle parking spaces required as a minimum for non-residential uses.

### 3.2.5.4 On-street parking

On-street parking spaces no more than 600 ft. from the main entrance of a building with a non-residential use may be counted towards the required amount of parking spaces. Designated on-street parking spaces no more than 100 ft. from the entrance of a building may be counted towards the required amount of parking spaces for multi family use.

### 3.2.5.5 Space computation and fractions

Fractional results will be rounded up when computing the number of required parking spaces.

## 3.3 Architectural Standards

### 3.3.1 Design Guidelines

In order to maintain a comprehensive and complementary architectural style throughout the PUD area, the Owner shall establish an Architectural Review Committee (ARC) composed of an architect, landscape architect and the Owner.

The ARC shall establish design guidelines to specify the architectural style, materials and colors to be used, in addition to building and site orientation.

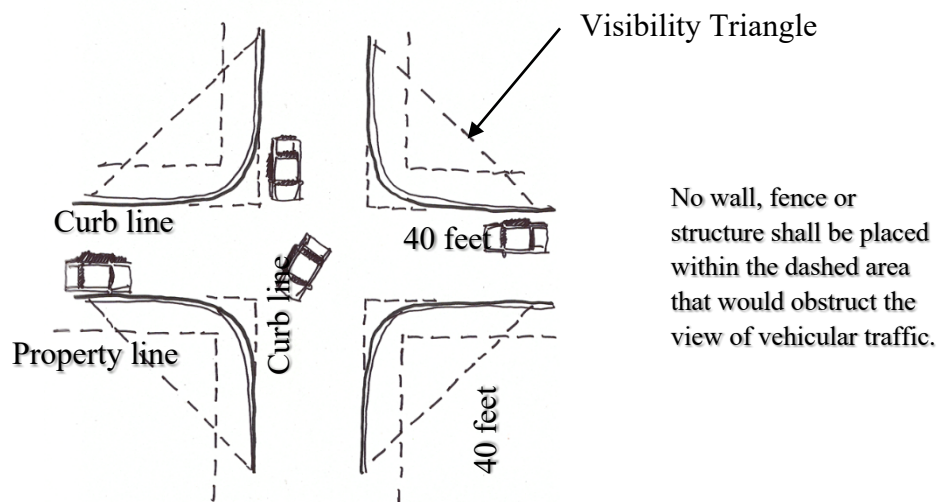
For each project, items such as architectural elevations, material sample boards and color samples shall be submitted to the ARC for their review and approval. An approval letter from the ARC shall be submitted with the corresponding applications to the City for site development and building permits. The approval of the ARC shall not take the place of any and all required submittals to the City, County or other governmental agency as necessary to receive regulatory approvals.

### 3.4 Landscaping

#### 3.4.1 General Standards

##### 3.4.1.1 Visibility

Shrubs growing over 3 ft. tall at maturity must be placed at least 10 ft. from curb cuts. This is to maintain clear driver sight distance at driveway-street intersections. Visibility triangles shall be measured from the face of the curb to the face of the curb at intersections and driveways, measuring forty (40) feet along the sides of the triangle that face the intersection.



##### 3.4.1.2 Utilities

Trees must be placed at least 10 ft. from streetlights, 5 ft. from wet utilities and 4 ft. from gas lines, unless otherwise approved by a City Development Services designee.

### 3.4.2 Required Landscaping:

#### 3.4.2.1 Landscaping areas

| Area                                                                                                             | Native tall trees<br>(minimum)                                                                                          | Native small trees<br>(minimum)                                                           | Native shrubs<br>(minimum)                                                                                              |
|------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| Landscape buffer Hwy 79                                                                                          | 1 per 40 ft. of linear buffer                                                                                           | 1 per 40 ft. of linear buffer                                                             | 1 per 5 ft. of linear buffer                                                                                            |
| Street frontage along internal, public streets – “Street Trees”                                                  | 1 per 40 ft. of street frontage unless interruption is desired for courtyard, patio, plaza or architectural focal point | Optional                                                                                  | Optional                                                                                                                |
| Parking lots: landscape islands in rows and at row ends                                                          | 1 per island if terminating or interrupting one row; 2 per island if terminating or interrupting two rows               | Optional                                                                                  | 2 per island if terminating one row; 4 per island if terminating or interrupting two rows. Shall not impede visibility. |
| Parking lots: landscape buffers between parking lot and public street or pedestrian area.                        | 1 per 40 ft. of linear landscape area                                                                                   | 1 per 30 ft. of linear landscape area                                                     | 1 per 5 ft. of linear landscape area                                                                                    |
| Interior Parking: 10 ft. landscape median between every other parking bay                                        | 1 per 60 ft of linear landscape area                                                                                    | 1 per 25 ft of landscape area                                                             |                                                                                                                         |
| Dumpster Screening<br>(*does not apply when the enclosure is an architectural extension of a principal building) |                                                                                                                         | 1 on each of the three sides of the enclosure, except the side where the gate is located. | 1 per 4 linear ft of wall constructed                                                                                   |
| Ground Mounted Equipment                                                                                         |                                                                                                                         |                                                                                           | 1 per 3 ft of linear landscape around boundary, except the side where access is located.                                |
| Medians                                                                                                          | 1 per 50 ft. of linear median                                                                                           | Optional                                                                                  | Optional                                                                                                                |
| Other areas (retention and detention basins, open space, etc.)                                                   | 1 per 2,500 sq. ft. of landscape area                                                                                   | 1 per 5,000 sq. ft. of landscape area                                                     | 2 per 1,000 sq.ft. of landscape buffer                                                                                  |



### 3.4.3 Tree and shrub size

Native tall trees must have a caliper of at least 3 in. and 10-12 ft. ht.  
Native small trees must have a caliper of at least 1.5 in. and 8-10 ft. ht.  
Planted shrubs must have a minimum 3-gallon container or be at least 18 in. tall.

### 3.4.4 Street Trees

- (1) Planted a maximum of 40' on center except when an interruption is desired for an architectural feature or pedestrian plaza or open space.
- (2) Trees shall be located a minimum of ten feet (10') from a building.
- (3) Located within a minimum six-foot (6') wide planting strip or within an 6'x6' tree grate.
- (4) Sized at a minimum of three (3") caliper;
- (5) All trees should be pruned of branches that overlap into pedestrian walkways, parking spaces or drive aisles up to 9 feet high to allow for safe passage.
- (6) The following tree species are recommended for Street Trees. The same species shall be used along a contiguous street frontage for a visual consistency.

| <u>Common Name</u>     | <u>Scientific Name</u>       |
|------------------------|------------------------------|
| Carolina Cherry Laurel | <i>Prunus caroliniana</i>    |
| Chinquapin Oak         | <i>Quercus muehlenbergii</i> |
| Texas Red Oak          | <i>Quercus buckleyi</i>      |
| Cedar Elm              | <i>Ulmus crassifolia</i>     |
| Lacebark Elm           | <i>Ulmus parvifolia</i>      |
| Live Oak               | <i>Quercus virginiana</i>    |
| Mexican Sycamore       | <i>Platanus mexicana</i>     |

### 3.4.5 Materials, maintenance and replacement

#### 3.4.5.1 Plant materials

Plant choice must be based on the Central Texas ecological setting and site microclimate conditions.

#### 3.4.5.2 Native tall trees

Native and adapted tall trees that can be planted or used to meet landscaping requirements. Refer to Plant Palette **Exhibit G** of the PUD for a list of desired trees to be used within the development. Alternative selections may be proposed to the Architectural Review Committee for consideration if they are native or native adapted species.

#### 3.4.5.3 Native small trees

Native and adapted small trees that can be planted or used to meet landscaping requirements. Refer to Plant Palette **Exhibit G** of the PUD for a list of desired trees to be used within the development. Alternative selections may be proposed to the Architectural Review Committee for consideration if they are native or native adapted species.

#### 3.4.5.4 Native shrubs

Native and adapted shrubs that can be planted or used to meet landscaping requirements. Refer to Plant Palette **Exhibit G** of the PUD for a list of desired shrubs to be used within the development. Alternative selections may be proposed to the Architectural Review Committee for consideration if they are native or native adapted species.

##### 3.4.5.4.1 Maintenance

Trees and vegetation, irrigation systems, fences, walls and other landscape elements are considered elements of the project in the same way as parking, building materials and other site details. The applicant, landowner or successors must be jointly and severally responsible for regular maintenance of all landscaping elements in good condition. Landscaping must be maintained free from disease, pests, weeds and litter.

A master community association will be established for the maintenance of landscape and irrigation areas located between the roadways and the building lines for internal projects as well as for all community signage, walls, medians, common open spaces, greenbelts, parks and detention areas. Sub associations may be formed for individual tracts or blocks as defined on **Exhibit C** of the PUD.

#### 3.4.5.4.2 License Agreement

A License Agreement(s) shall be required for the installation and maintenance of any landscaping, signage or other similar facilities within the City right-of-way. Such facilities may include: Project entry signage at major intersections; directional signage; Street signs; Lighting, including enhanced street lights and landscape lighting; Intersection and crosswalk enhancements, consisting of pavers, stamped and/or integrated color concrete; Sidewalks; Landscaping, including plant beds and street trees; Site furnishings, such as benches, planters, trash receptacles; Irrigation; and Decorative Walls

The Owner shall make application for a License Agreement(s) at the time of Site Plan or construction plan submittal.

#### 3.4.6 Irrigation

##### 3.4.6.1 Automatic irrigation required

All plants on newly developed parcels must be irrigated with underground or drip irrigation.

### 3.5 Streets

#### 3.5.1 Street Grid Alignment

The precise alignment of thoroughfares included in the Plan may be varied with City approval, to allow adjustments that increase the compatibility of the right-of-way with existing neighborhoods, historic structures or existing roadways. **Exhibit E** illustrates the primary circulation pattern and street designations planned within the PUD boundary.

#### 3.5.2 Street Cross Sections

Due to the pedestrian oriented design and emphasis on street trees, the roadway cross sections for the PUD are defined on **Exhibit F**, pages 1-5.

#### 3.5.3 Alleys

An alley (residential or commercial) is a public street designed to provide access to the rear or side of a lot including garage access, solid waste access,

fire access and utility easements.

- Alleys may be required in non-residential areas where it is necessary to provide for adequate access for service vehicles, off-street loading or unloading, access for emergency vehicles or similar reasons consistent with the intent of this PUD.
- Alleys may not access arterial streets.
- All alleys shall have at least two direct access points to public streets

#### 3.5.4 Raised Intersections

Subject to review and approval of the City, raised intersections may be used at specified locations within the community in order to improve pedestrian and bicycle safety. The paving at the intersection will be gradually raised to a level of 4 to 6 inches above the primary lanes of the roadway. The intersections may also be treated with alternative paving including pavers or stamped/colored concrete.

#### 3.5.5 Pedestrian Crossings

Pedestrian crossings must be made safer for pedestrians whenever possible by shortening crosswalk distance with curb extensions, reducing sidewalk curb radii and eliminating free right-turn lanes where practical. Signals allowing longer crossing times in shopping districts, mid-block crossings in high-pedestrians use areas, corner neckdowns, textured pavement and medians must be provided as appropriate.

Adequate signs and street markings must be provided for all crosswalks.

### 3.6 Common Open Space / Parkland

#### 3.6.1 Common Open Space

Within the boundary of the PUD, two distinct town greens will be incorporated into the design. One green will be located directly north of the existing Gin building and the second space will be located along the proposed retention lake on the west side of the project. The town green areas will incorporate pedestrian oriented elements which may include but not be limited to the following elements: amphitheater, event lawns, playground, plazas, splash pad and/or water features, landscape beds, plaza seating, shade canopies, art sculptures, walkways, landscaping, seat walls. A ten (10) foot wide sidewalk shall be provided between the existing Gin building and the Co-op Street to create a clearly identifiable path between the street and the Gin and adjacent town green.

Emergency access may be provided to the town green areas through the use of alternative paving materials such as grass pavers or reinforced pedestrian walkways. Final material selections and configuration of access routes will be coordinated with the Fire Department and City Planning staff.

The proposed Open space illustrated on **Exhibit D** shall fully satisfy all parkland and open space requirements of the City with respect to the PUD boundary. No parkland dedication, cash payment in lieu of parkland dedication or improvements in lieu of parkland dedication shall be required for this PUD.

All private open space and structures thereon shall be conveyed to and permanently owned and maintained by a Property Owner’s Association (POA) or other responsible entity approved by the City. The POA may adopt rules and regulations regarding access, permitted uses, security (policing) and maintenance responsibilities for the open spaces.

**3.7 Walls and Fencing**

3.7.1 Permitted fences

The following fence, wall and hedge types are *permitted* and optional:

| Permitted fence<br>Area/purpose           | Height                        | Acceptable types/materials                                                                                                                |
|-------------------------------------------|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| Parking area: non-residential development | No more than 3.5 ft. (42 in.) | Masonry (stone, brick, similar materials)<br>Shrubbery hedge                                                                              |
| Development perimeter walls along Hwy 79  | 3.5 ft.                       | Masonry (stone, brick, similar materials)<br>Shrubbery hedge<br>Decorative iron fence (with shrub hedge)<br>Rail fence (with shrub hedge) |



### 3.7.2 Required walls

The following fence, wall and hedge types are required:

| Required fence<br>Area/purpose                                               | Height                                                                                                                                                                                                                                                                |  | Acceptable types/materials                                          |
|------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------|
| Dumpster and utility area                                                    | 7 ft. – 8 ft.                                                                                                                                                                                                                                                         |  | Masonry (stone, brick, similar materials)                           |
|                                                                              | Must include the same materials, finishes and detailing as the host structure. Gates must be visually and structurally solid; must be metal. Dumpsters and compactors cannot be unscreened unless they are used for a construction or demolition project on the site. |  |                                                                     |
| Utility substation or facility                                               | 6 ft. – 12 ft. or sufficient to conceal the substation                                                                                                                                                                                                                |  | Masonry (stone, brick, similar materials)                           |
| Development perimeter wall-boundary wall to existing residential subdivision | 6 ft. min.<br>8 ft. max.                                                                                                                                                                                                                                              |  | Masonry (stone, brick, similar materials)<br>Precast concrete walls |
|                                                                              | Walls must include masonry columns with a cross-section of at least 18 in. x 18 in. at no more than 100 ft. intervals                                                                                                                                                 |  |                                                                     |

## 3.8 Outdoor Lighting

### 3.8.1 General Standards

#### 3.8.1.1 Display levels and light pollution

- Lighting must be designed to minimize light pollution and spillage on adjacent properties.
- Illumination at the property line must be no more than 5 lux for non-cut-off lights, and no more than 15 lux for cut-off lights. Streetlights are exempted.
- Illumination spillover onto adjacent residential zoned properties must be no more than 5 lux. Streetlights are exempted.

#### 3.8.1.2 Design

- Light poles should have a base, middle and top.

- Light pole design must be consistent with the style, character and theme outlined in the community Design Guidelines.
- Cobra head light poles are prohibited on pedestrian-oriented commercial streets.
- Bare metal poles are prohibited.
- Elevated form bases greater than 4 in. above grade are prohibited.
- Light poles must be placed in landscape areas wherever possible.
- Light poles must not obstruct sidewalks or bicycle paths.

### 3.9 Signs

All new signage within the PUD shall comply with the UDC unless modified in the following standards below or modified by a Master Sign Plan in the future:

3.9.1 Permitted signs within the PUD that are unique to the Co-op District and vary from the standard UDC sign regulations are as follows:

| Type            |                                                                                 | Number | Maximum area         | Maximum height  | Minimum setback                   |
|-----------------|---------------------------------------------------------------------------------|--------|----------------------|-----------------|-----------------------------------|
| Permanent Signs | Freestanding Project Identification Signs along Hwy 79                          | 2      | 150 sq. ft. per sign | 35 ft.          | 10 ft. from adjacent right of way |
|                 | Directional/Information signs – may be placed within right of way and/or median | 20     | 32 sq. ft.           | 8 ft.           | n/a                               |
|                 | Digital Display Screen/Marquee attached to internal silo                        | 1      | 600 sq. ft.          | Located on silo | n/a                               |

#### 3.9.2 Prohibited signs

- Internally illuminated vinyl awnings, light boxes or plastic signs
- Pole/pylon Sign. Pole or pylon Signs are not allowed in the PUD boundary.
- Signs placed in or over the public right-of-way or public property. The City may remove signs in the public right-of-way or on public property.
- Inflatable signs

This prohibition does not apply to:

- Permanent development signs
- Signs placed by government authorities
- Banners placed on a light pole, utility pole or over a street as part of a special event of general civic interest
- Kiosk and way-finding signs
- Signs expressly permitted in this Section or elsewhere in this PUD
- Traffic and safety control signs incorporating flashing lights (i.e. stop sign with flashing lights to improve awareness of intersections and improve safety)
- Marquee digital display screen with imagery.
- Temporary banners including but not limited to “Opening Soon”, “Sale” and “Going Out of Business” banners

## **4. Exhibits**

Legal Description – Exhibit B

Land Use Plan-Exhibit C

Open Space Plan-Exhibit D

Transportation Circulation Diagram-Exhibit E

Street Cross Sections-Exhibit F

Plant Palette-Exhibit G

## Exhibit B – Legal Description

EXHIBIT “ ”

### Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 35.1021 ACRES (1,529,046 SQUARE FEET), PARTIALLY OUT OF THE WILLIAM J. BROWN SURVEY NO. 22, ABSTRACT NO. 105, AND PARTIALLY OUT OF THE NATHANIEL EDWARDS SURVEY NO. 21, ABSTRACT NO. 225, BOTH IN WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF A CALLED 4.43 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY IN DOCUMENT NO. 2005053311 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID TRACT BEING A PORTION OF LOTS 23 & 24, BLOCK A, HUTTO SQUARE COMMERCIAL LOTS, RECORDED IN CABINET Z, PAGES 281-282 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), AND BEING ALL OF LOT 1A, BLOCK 9 OF RAILROAD ADDITION, LOTS 1-4, 5 (S/PT), AND 7 BLOCK 9, AMENDED PLAT, RECORDED IN DOCUMENT NO. 2015080695 (O.P.R.W.C.T.), AND BEING ALL OF A CALLED 0.464 ACRE TRACT CONVEYED TO HILL COUNTRY BIBLE CHURCH HUTTO IN DOCUMENT NO. 2016077686 (O.P.R.W.C.T.), AND BEING ALL OF LOTS 1-7 OF THE FINAL PLAT OF THE CO-OP DISTRICT, DEDICATED IN DOCUMENT NO. 2018038896 (O.P.R.W.C.T.), AND BEING ALL OF THE PORTIONS OF WEST LIVE OAK STREET (RIGHT-OF-WAY VARIES), WEST PECAN STREET (RIGHT-OF-WAY VARIES) AND CO-OP BOULEVARD (RIGHT-OF-WAY VARIES) DEDICATED IN SAID CO-OP DISTRICT, SAID 35.1021 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



PO Box 90876  
Austin, TX 78709  
(512) 537-2384  
jward@4wardls.com  
[www.4wardls.com](http://www.4wardls.com)

BEGINNING, at a 1/2-inch iron rod with "RJ" cap found in the south line of Lot 15, Block A, Hutto Square Section 1, recorded in Cabinet W, Slides 263-267 (P.R.W.C.T.), and being the northeast corner of a called 2.814 acre tract conveyed to WLD Petersen Investments-Hutto, LLC, in Document No. 2015048567 (O.P.R.W.C.T.), and being the common north corner of Lots 23 and 24, Block A, of Hutto Square Commercial Lots, recorded in Cabinet Z, Pages 281-282 (P.R.W.C.T.), and being the northwest corner of Lot 1 of said Co-op District, for the northwest corner and POINT OF BEGINNING hereof, from which a 1/2-inch iron rod with illegible cap found in the east right-of-way line of Exchange Boulevard (right-of-way varies), and being the southwest corner of Lot 23, Block A of said Hutto Square Section 1, and being the northwest corner of Lot 24, Block A, of said Hutto Square Commercial Lots, and being the northwest corner of said WLD Petersen tract bears, N83°12'42"W, a distance of 422.93 feet;

THENCE, with the south line of Block A of said Hutto Square Section 1 and the north line of Lot 1 of said Co-op District, S83°12'42"E, a distance of 762.58 feet to a 1/2-inch iron rod with illegible cap found for an exterior ell-corner hereof, said point being in the west line of Lot 1, Block 13 of the I. & G. N. Railroad Addition, a subdivision recorded in Volume 50, Page 251 of the Deed Records of Williamson County, Texas (D.R.W.C.T.), and being the southeast corner of Lot 1, Block A of said Hutto Square Section 1, and being the northeast corner of Lot 1 of said Co-op District;

THENCE, in part with the west line of Lot 1, Block 13 of said I. & G. N. Railroad Addition, in part with the west right-of-way line of said W. Live Oak Street, in part with the east line of Lot 1 of said Co-op District, in part over and across said W. Live Oak Street, and in part with the east line of Lot 2 of said Co-op District, S07°51'48"W, a distance of 107.24 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, said point being a corner in the south right-of-way line of said W. Live Oak Street,

and being in the north line of Lot 1A, Block 9 of Railroad Addition, Lots 1-4, 5 (S/PT), and 7 Block 9, Amended Plat, recorded in Document No. 2015080695 (O.P.R.W.C.T.), and being a northeast corner of Lot 2 of said Co-op District;

THENCE, with the south right-of-way line of said W. Live Oak Street, in part with the north line of said Lot 1A, and in part with the north line of said 0.464 acre Hill Country Bible Church Hutto tract, the following three (3) courses and distances:

- 1) N77°15'31"E, a distance of 107.40 feet to a calculated point for an interior ell-corner hereof,
- 2) N12°33'04"W, a distance of 10.00 feet to a 1/2-inch iron rod with illegible cap found for an exterior ell-corner hereof, and
- 3) N77°15'31"E, a distance of 180.05 feet to a 1/2-inch iron rod found for the northeast corner hereof, said point being at the intersection of the south right-of-way line of said W. Live Oak Street with the west right-of-way line of West Street (80' right-of-way), and being the northeast corner of said 0.464 acre Hill Country Bible Church Hutto tract;

THENCE, with the west right-of-way line of said West Street, in part with the east line of said 0.464 acre Hill Country Bible Church Hutto tract, and in part with the east line of said Lot 1A, S12°33'09"E, a distance of 261.04 feet to a calculated point for an exterior ell-corner hereof, said point being at the intersection of the west right-of-way line of said West Street with the north right-of-way line of said Pecan Street, and being the southeast corner of said Lot 1A;

THENCE, with the north right-of-way line of said Pecan Street and the south line of said Lot 1A, S77°15'17"W, a distance of 329.78 feet to a calculated point for an interior ell-corner hereof, said point being a corner in the north right-of-way line of said Pecan Street, and being the southwest corner of said Lot 1A;

THENCE, leaving the north right-of-way line of said Pecan Street, over and across said Pecan Street, with the portion of said Pecan Street that was dedicated per plat of said Co-op District, the following four (4) courses and distances:

- 1) S12°32'27"E, a distance of 10.09 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an exterior ell-corner hereof,
- 2) S77°15'17"W, a distance of 54.99 feet to a 1/2-inch iron rod with illegible cap found for an interior ell-corner hereof,
- 3) S07°51'48"W, a distance of 53.36 feet to a 1/2-inch iron rod with "City of Hutto-Property Corner" aluminum cap found for an interior ell-corner hereof, and
- 4) N77°14'55"E, a distance of 403.39 feet to a calculated point for an exterior ell-corner hereof;

THENCE, in part over and across said Pecan Street, in part with the west right-of-way line of said West Street, and in part with the east line of Lot 4 of said Co-op District, S12°33'09"E, a distance of 195.02 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an exterior ell-corner hereof, said point being at northeast corner of a called 0.13 acre tract conveyed to Jaspas Properties, LLC, in Document No. 2008077200 (O.P.R.W.C.T.), and being at the southeast corner of Lot 4 of said Co-op District;

THENCE, leaving the west right-of-way line of said West Street, with the south line of Lot 4 of said Co-op District, in part with the north line of said Jaspas Properties tract, and in part with the north line of a tract described as a portion of Lots 5 and 6, Block 8 of said I. & G. N. Railroad Addition, conveyed to Leroy Cast in Volume 1159, Page 263 of the Official Records of Williamson County, Texas (O.R.W.C.T.), S77°14'55"W, a distance of 79.26 feet to a 1/2-inch iron rod with "Ward-5811" cap set for an interior ell-corner hereof, said point being at the northwest corner of a said Cast tract, and being an interior ell-corner of Lot 4 of said Co-op District;

THENCE, with the common line of said Cast tract and Lot 4 of said Co-op District, **S14°18'53"E**, a distance of **74.85** feet to a 1/2-inch iron rod with "City of Hutto-Property Corner" aluminum cap found for an exterior ell-corner hereof, said point being in the north right-of-way line of Farley Street (80' right-of-way), and being the southwest corner of said Cast tract, and being an exterior ell-corner of Lot 4 of said Co-op District;

THENCE, with the north right-of-way line of said Farley Street and the south line of Lot 4 of said Co-op District, **S77°03'02"W**, a distance of **192.83** feet to an 1/2-inch iron rod with "4Ward Boundary" cap set for an interior ell-corner hereof, said point being at the northwest terminus of said Farley Street, and being the northeast corner of Lot 5 of said Co-op District;

THENCE, in part with the western terminus of said Farley Street, in part with the west line of Block 1 of the Amended Plat of Lots 1 through 9, Inclusive, and Lots 12-13 and 14 and the 17-foot Alley in Block 1 of I&GN Railroad Addition Original City of Hutto, a subdivision plat recorded in Cabinet EE, Slide 293 (P.R.W.C.T.), and with the east lines of Lots 4 and 5 of said Co-op District, **S12°42'36"E**, a distance of **349.97** feet to a 1/2-inch iron rod found for the southeast corner hereof, said point being an angle point in the north right-of-way line of U.S. Highway 79 (right-of-way varies), and being the southwest corner of said Block 1 of said Amended plat of Lots 1 through 9, Inclusive, and Lots 12-13 and 14 and the 17-foot Alley in Block 1 of I&GN Railroad Addition Original City of Hutto, and being the southeast corner of Lot 4 of said Co-op District;

THENCE, with the north right-of-way line of said U.S. Highway 79, in part with the south lines of Lots 4 and 6 of said Co-op District, and in part with the south terminus of said Co-Op Boulevard, the following five (5) courses and distances:

- 1) **S68°32'09"W**, a distance of **51.41** feet to a 1/2-inch iron rod with illegible cap found for a point of curvature hereof,
- 2) **44.01** Feet along the arc of a curve to the left, having a radius of **2,904.79** feet, and a chord which bears **S72°28'08"W**, a distance of **44.01** feet to a TxDot Type II brass disc found for a point of tangency hereof,
- 3) **S72°19'10"W**, a distance of **324.62** feet to a TxDot Type II brass disc found for a point of curvature hereof,
- 4) **246.50** Feet along the arc of a curve to the right, having a radius of **2,824.79** feet, and a chord which bears **S74°47'48"W**, a distance of **246.42** feet to a 1/2-inch iron rod with "Baker Aicklen" cap found for a point of tangency hereof, and
- 5) **S77°20'10"W**, a distance of **249.44** feet to a TxDot Type II brass disc found for the southwest corner hereof, said point being an angle point in the north right-of-way line of said U.S. Highway 79, and being the southeast corner of a called 0.11 acre tract described in Volume 238, Page 172 (D.R.W.C.T.), and being a southwest corner Lot 6 of said Co-op District, from which a 1/2-inch iron rod with illegible cap found at an angle point in the north right-of-way line of said U.S. Highway 79, and being the southeast corner of Lot 25A, Block A of Hutto Square Commercial Lots, Phase B, recorded in Cabinet BB, Slides 184-186 (P.R.W.C.T.), and being the southwest corner of said 0.11 acre tract bears, **S89°00'55"W**, a distance of **48.65** feet;

THENCE, leaving the north right-of-way line of said U.S. Highway 79, in part with the east lines of said 0.11 acre tract and said Lot 25A, and in part with the west line of Lot 6 of said Co-op District, **N07°31'47"E**, a distance of **321.82** feet to a 1/2-inch iron rod with "Coalter-1481" cap found for an interior ell-corner hereof, said point being the common north corner of said Lot 25A and Lot 6 of said Co-op District;



THENCE, with the common line of said Lot 25A and Lot 6 of said Co-op District, the following two (2) courses and distances:

- 1) N86°13'57"W, a distance of 307.47 feet to a disturbed 1/2-inch iron rod found for an interior ell-corner hereof, and
- 2) S07°20'38"W, a distance of 37.49 feet to 1/2-inch iron rod with "4Ward Boundary" cap set for an exterior ell-corner hereof, said point being at the common east corner of Lot 25B of said Hutto Square Commercial Lots, Phase B and Lot 6 of said Co-op District;

THENCE, with the south line of Lot 6 of said Co-op District, in part with the north line of said Lots 25A & 25B, in part with the north line of Lot 2A of the Resubdivision of Lot 2, Hutto Exchange, recorded in Cabinet AA, Slides 211-212 (P.R.W.C.T.), and in part with the east right-of-way line of Exchange Boulevard, the following two (2) courses and distances:

- 1) N79°31'52"W, a distance of 188.64 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, and
- 2) N67°36'52"W, a distance of 211.01 feet to a chiseled "X" found in concrete for the southwest corner hereof, said point being a corner in the east right-of-way line of said Exchange Boulevard, and being a southwest corner of Lot 6 of said Co-op District;

THENCE, with the east right-of-way line of said Exchange Boulevard and the west line of Lot 6 of said Co-op District, the following four (4) courses and distances:

- 1) 15.69 Feet along the arc of a curve to the left, having a radius of 680.00 feet, and a chord which bears N07°41'36"W, a distance of 15.69 feet to a mag nail with "4Ward Boundary" washer set for a point of reverse curvature hereof,
- 2) 193.73 Feet along the arc of a curve to the right, having a radius of 370.00 feet, and a chord which bears N06°38'44"E, a distance of 191.52 feet to a mag nail in asphalt found for a point of reverse curvature hereof,
- 3) 96.13 Feet along the arc of a curve to the left, having a radius of 430.00 feet, and a chord which bears N15°13'50"E, a distance of 95.93 feet to a chiseled "X" found in concrete for a point of non-tangency hereof, said point being at a corner in the east right-of-way line of said Exchange Boulevard, and being the northwest corner of said Lot 14, and
- 4) S83°05'40"E, a distance of 5.40 feet to a 1/2-inch iron rod with "RJ" cap found for an interior ell-corner hereof, said point being at a corner in the east right-of-way line of said Exchange Boulevard, and being in the north line of Lot 6 of said Co-op District, and being the southwest corner of said Williamson County tract, and being a southwest corner of said Lot 23;

THENCE, with the east right-of-way line of said Exchange Boulevard, and with the west line of said Williamson County tract, and in part with the west lines of said Lots 23 & 24, the following four (4) courses and distances:

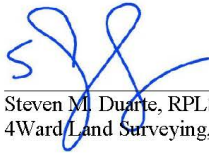
- 1) 25.84 Feet along the arc of a curve to the left, having a radius of 435.00 feet, and a chord which bears N07°40'10"E, a distance of 25.83 feet to a 1/2-inch iron rod with "RJ" cap found for a point of tangency hereof,
- 2) N05°38'31"E, a distance of 151.41 feet to a 1/2-inch iron rod with "RJ" cap found for a point of curvature hereof,
- 3) 134.63 Feet along the arc of a curve to the right, having a radius of 1,965.00 feet, and a chord which bears N07°27'50"E, a distance of 134.61 feet to a calculated point for a point of tangency hereof, and
- 4) N09°32'37"E, a distance of 97.41 feet to a 1/2-inch iron rod with illegible cap found for a northwest corner hereof, said being the southwest corner of said W L D Petersen tract, and being the northwest corner of said Williamson County tract;

THENCE, leaving the east right-of-way line of said Exchange Boulevard, with the common line of said W L D Petersen tract and said Williamson County tract, **S83°11'49"E**, a distance of **439.42** feet to a 1/2-inch iron rod with illegible cap found for an interior ell-corner hereof, said point being in the west line of Lot 2 of said Co-op District, and being in the west line of said Lot 24, and being the common east corner of said W L D Petersen tract and said Williamson County tract;

THENCE, with the east line of said W L D Petersen tract and Lot 24 of said Hutto Square Commercial Lots, and with the west line of said Lot 1 of said Co-op District, **N05°40'42"E**, a distance of **284.77** feet to the **POINT OF BEGINNING** and containing 35.1021 Acres (1,529,046 Square Feet) of land, more or less.

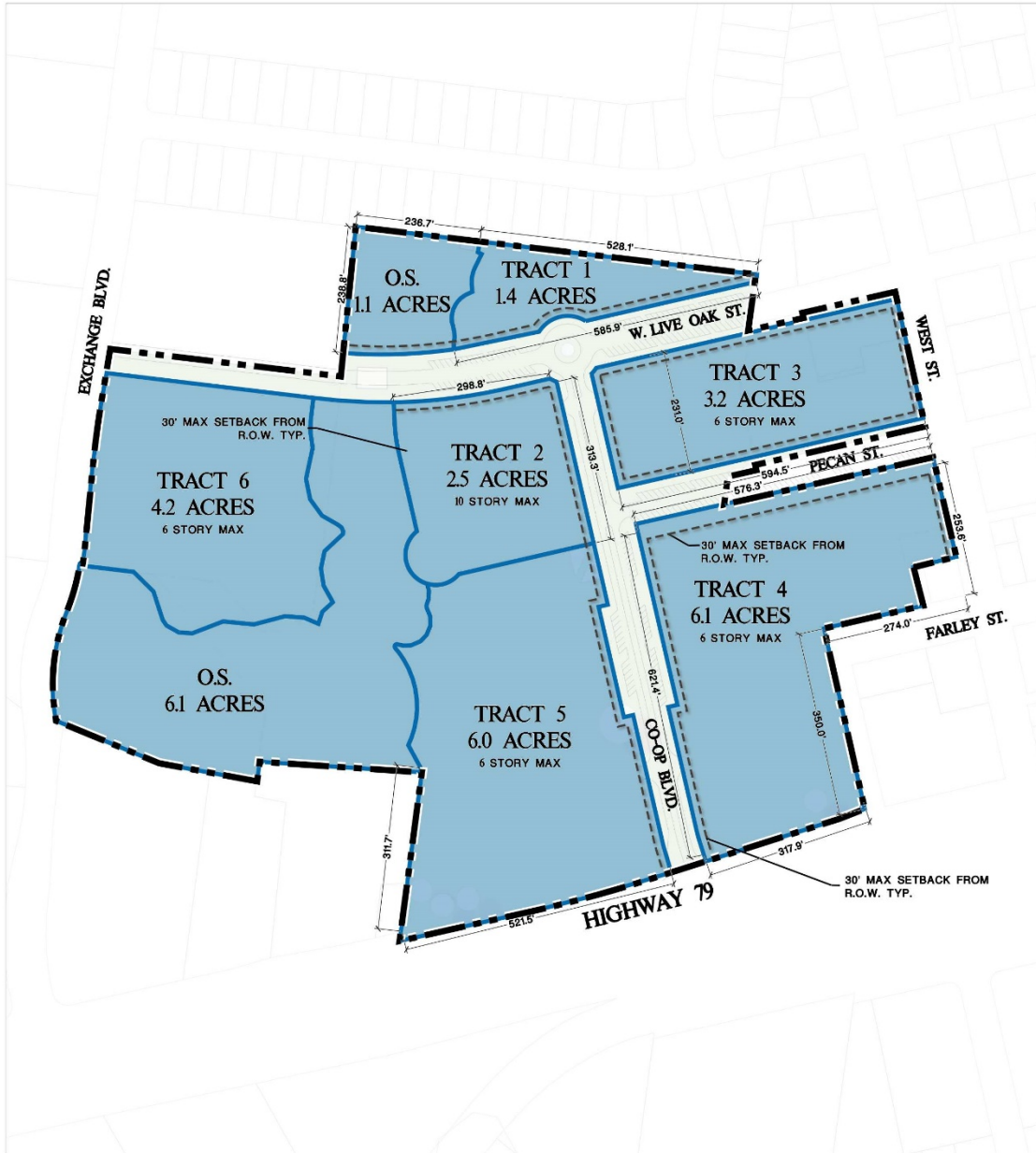
**NOTE:**

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000117952327. See attached sketch (reference drawing: 00627\_rev2.dwg).

 **7/10/2018**  
Steven M. Duarte, RPLS #5940  
4Ward Land Surveying, LLC



## Exhibit C – Land Use Plan



SEC Planning, LLC

Land Planning + Landscape Architecture + Community Branding

AUSTIN, TEXAS  
78702-2686  
www.secplanning.com • info@secplanning.com

EXHIBIT C  
OPEN SPACE PLAN

MA PARTNERS  
HUTTO, TEXAS



0 100 200 400

Scale: 1" = 250'

Date: January 31, 2019

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

SHEET FILE: R:\170041-87702\CallforPLANNING\Submittal\Comp\POD zoning\Amendment 2 May 2020\Amendment 2 Sub\Comments August 2020\Exhibit C.dwg

## Exhibit D – Open Space Plan



**SEC Planning, LLC**  
 Land Planning + Landscape Architecture + Community Branding  
 AUSTIN, TEXAS  
 512.226.1663  
 www.secplanning.com + info@secplanning.com

EXHIBIT D  
 OPEN SPACE PLAN  
**MA PARTNERS**  
 HUTTO, TEXAS



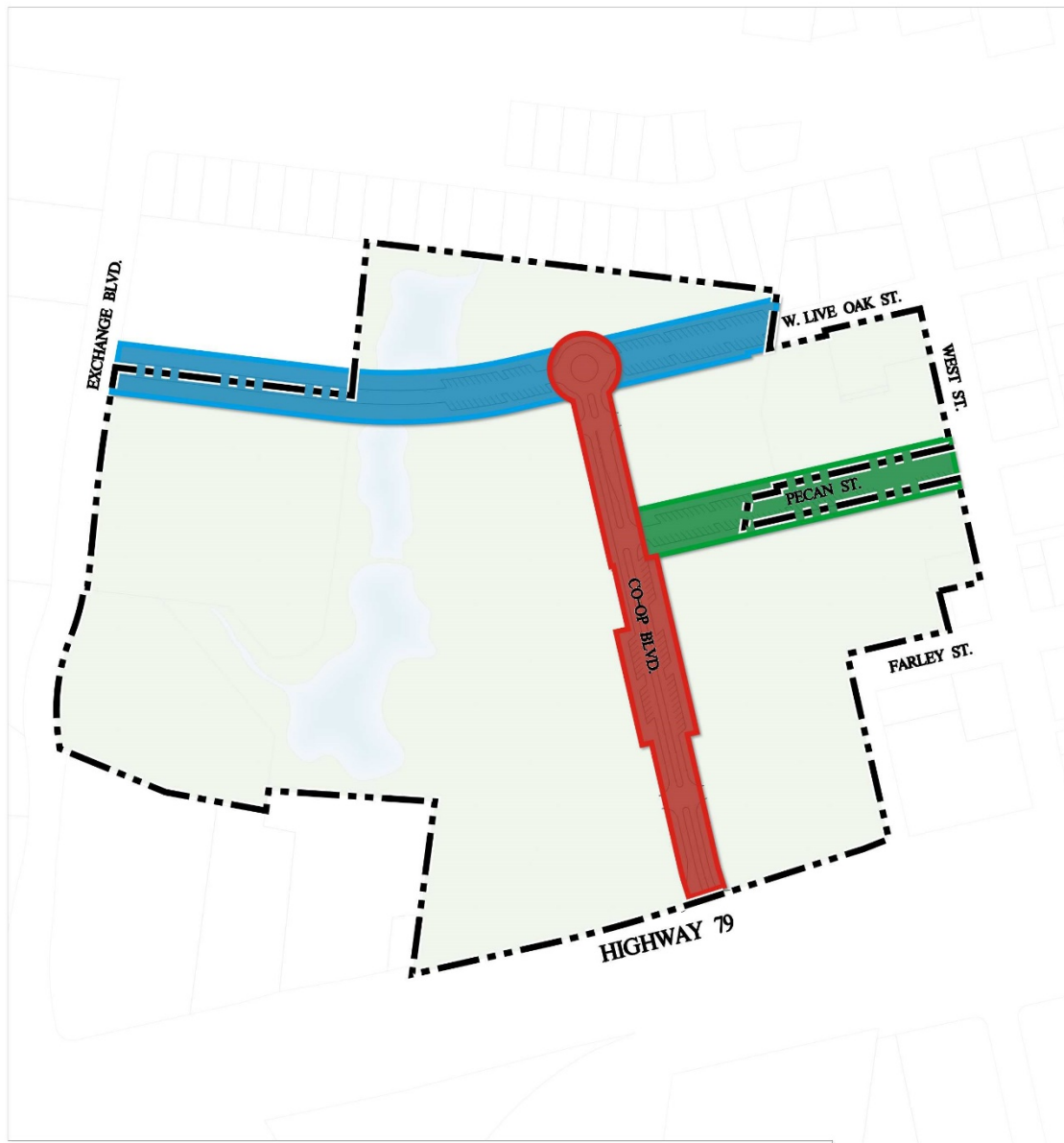
0 100 200 400

Scale: 1" = 250'  
 Date: August 2, 2023

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

SHEET FILE: R:\170841-INTRO\Caddies\PLANNING\Submittals\Co-op PUD zoning\Amendment 2 May 2023\Amendment #2 Staff Comments August 2023\Exhibit D.dwg

## Exhibit E – Transportation Circulation Plan



| LEGEND                               |                         |
|--------------------------------------|-------------------------|
| <span style="color: red;">—</span>   | CO - OP DISTRICT STREET |
| <span style="color: green;">—</span> | PECAN STREET            |
| <span style="color: blue;">—</span>  | W. LIVE OAK STREET      |



0 100 200 400

Scale: 1" = 250'  
Date: August 2, 2023



SEC Planning, LLC  
Land Planning + Landscape Architecture + Community Branding  
AUSTIN, TEXAS  
www.secplanning.com • 800.866.6666

### EXHIBIT E TRANSPORTATION & CIRCULATION PLAN

MA PARTNERS  
HUTTO, TEXAS

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

SHEET FILE: R:\170041-07102\GIS\PLANNING\Submittal\Co-op PUD zoning Amendment 2 May 2023\Amendment R2 Staff Comments August 2023\Exhibit E.dwg



60°

6' 20' 15' 14' 15' 20' 6'

85' MIN

MEDIAN DIVIDED - ANGLE PARKING BOTH SIDES

BUILD TO LINE VARIES

60°

PLAZA VARIES 15' MIN WALK 6' 15' 14' 15' 20' 6'

65' MIN

MEDIAN DIVIDED - ANGLED PARKING ONE SIDE

BUILD TO LINE VARIES



**SEC Planning, LLC**  
Land Planning + Landscape Architecture + Community Branding  
AUSTIN, TEXAS  
512.286.7653  
www.secplanning.com • info@secplanning.com

CO - OP STREET

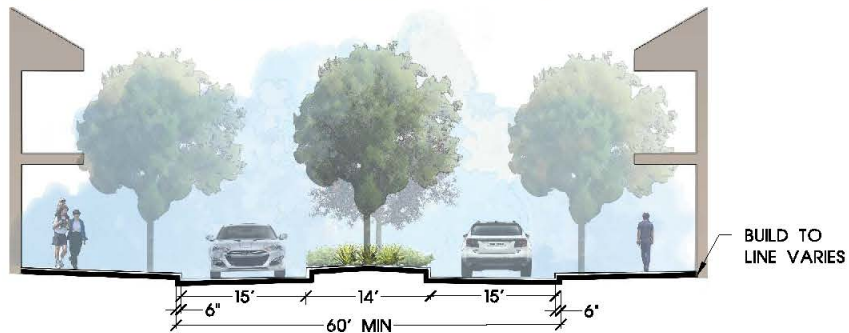
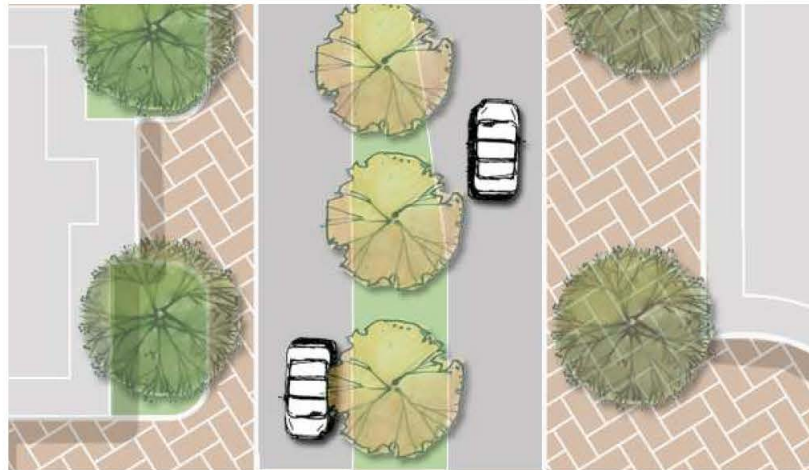
**HUTTO CO-OP**

HUTTO, TEXAS

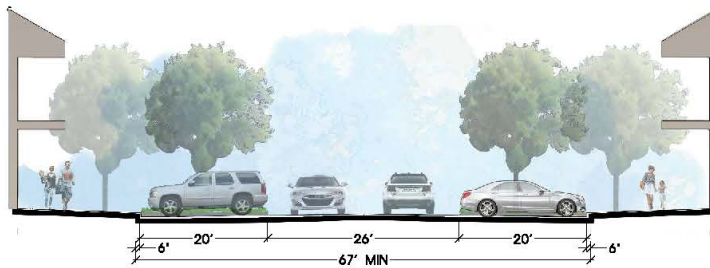
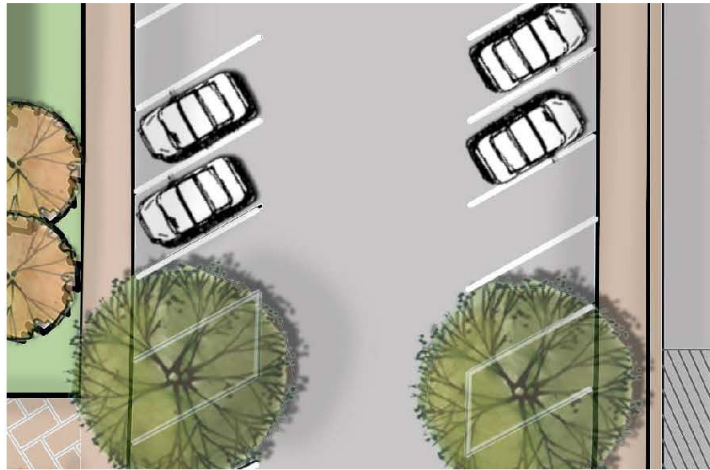
Date: August, 2017

SHEET FILE: H1710041-WTRG-Cadfree-PLANNING-Submittal-Group-FUD-zoning-August.2017-FUD-zoning-Submittal-9-7-2017-Exhibit-street-section.dwg  
Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

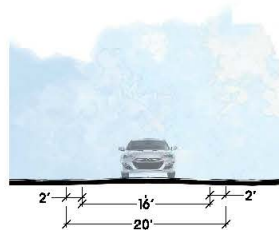
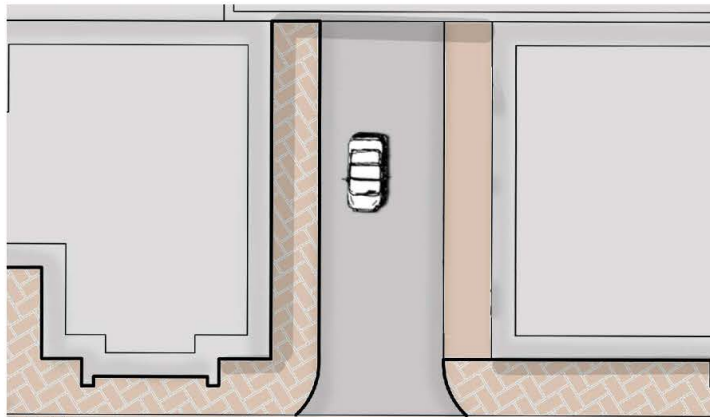




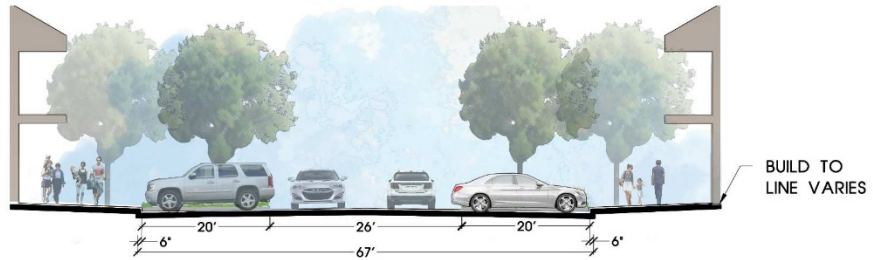
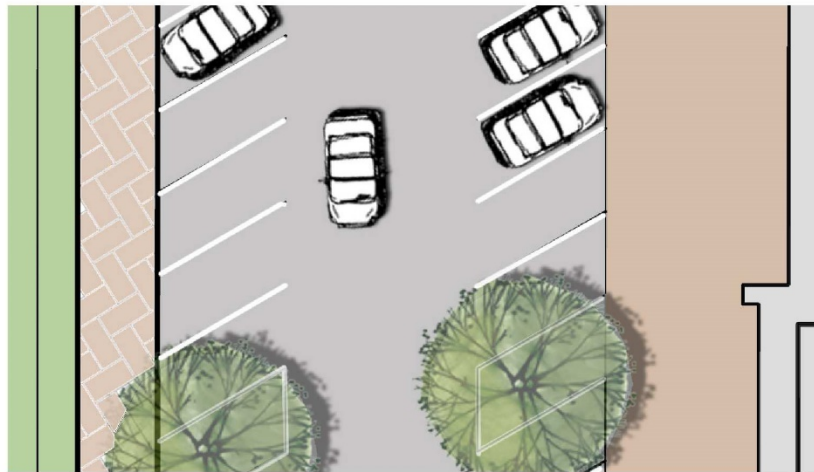
MEDIAN DIVIDED - NO ON-STREET PARKING



W. LIVE OAK - ANGLE PARKING BOTH SIDES



ALLEY TYPICAL SECTION



PECAN - ANGLE PARKING BOTH SIDES

## Exhibit G – Plant Palette

### Exhibit G

| SHADE TREES / STREET TREES             |                      |                                                        |                                              |
|----------------------------------------|----------------------|--------------------------------------------------------|----------------------------------------------|
| BOTANICAL NAME                         | COMMON NAME          | SIZE                                                   | COMMENTS                                     |
| <i>Platanus mexicana</i>               | Mexican Sycamore     | 4" cal., 10' ht. x 5' spd.<br>cont. grwn.              | FULL CANOPY, STRAIGHT TRUNK                  |
| <i>Quercus macrocarpa</i>              | Bur Oak              | 4" cal., 10' ht. x 5' spd.<br>cont. grwn.              | FULL CANOPY, STRAIGHT TRUNK                  |
| <i>Quercus polymorpha</i>              | Mexican White Oak    | 4" cal., 10' ht. x 5' spd.<br>cont. grwn.              | FULL CANOPY, STRAIGHT TRUNK                  |
| <i>Quercus texana</i>                  | Texas Red oak        | 4" cal., 10' ht. x 5' spd.<br>cont. grwn.              | FULL CANOPY, STRAIGHT TRUNK                  |
| <i>Quercus virginiana</i>              | Live Oak             | 4" cal., 10' ht. x 5' spd.<br>cont. grwn.              | FULL CANOPY, STRAIGHT TRUNK                  |
| <i>Ulmus parvifolia</i>                | Lacebark Elm         | 4" cal., 10' ht. x 5' spd.<br>cont. grwn.              | FULL CANOPY, STRAIGHT TRUNK                  |
| SMALL TREES                            |                      |                                                        |                                              |
| BOTANICAL NAME                         | COMMON NAME          | SIZE                                                   | COMMENTS                                     |
| <i>Bauhinia lunarioides</i>            | Anacacho Orchid Tree | 6' ht, min., 3 trunks, @ 1-1/2" cal. Each. Cont. grwn. | MULTI-STEM, MUST BE FROM A SINGLE ROOT CROWN |
| <i>Cercis canadensis var. texensis</i> | Texas Redbud         | 6' ht, min., 3 trunks, @ 1-1/2" cal. Each. Cont. grwn. | MULTI-STEM, MUST BE FROM A SINGLE ROOT CROWN |
| <i>Chitalpa x Chitalpa</i>             | Chitalpa Tree        | 6' ht, min., @ 2" cal. Cont. grwn.                     | MUST BE FROM A SINGLE ROOT CROWN             |
| <i>Ilex decidua</i>                    | Possumhaw Holly Tree | 6' ht, min., 3 trunks, @ 1-1/2" cal. Each. Cont. grwn. | MULTI-STEM, MUST BE FROM A SINGLE ROOT CROWN |
| <i>Ilex vomitoria</i>                  | Yaupon Holly Tree    | 6' ht, min., 3 trunks, @ 1-1/2" cal. Each. Cont. grwn. | MULTI-STEM, MUST BE FROM A SINGLE ROOT CROWN |

## Exhibit G

|                                         |                        |                                                        |                                              |
|-----------------------------------------|------------------------|--------------------------------------------------------|----------------------------------------------|
| <i>Lagerstroemia indica</i> 'Natchez'   | Natchez Crape Myrtle   | 6' ht, min., 3 trunks, @ 1-1/2" cal. Each. Cont. grwn. | MULTI-STEM, MUST BE FROM A SINGLE ROOT CROWN |
| <i>Lagerstroemia indica</i> 'Tuscarora' | Tuscarora Crape Myrtle | 6' ht, min., 3 trunks, @ 1-1/2" cal. Each. Cont. grwn. | MULTI-STEM, MUST BE FROM A SINGLE ROOT CROWN |
| <i>Parkinsonia aculeata</i>             | Retama Palo Verde      | 6' ht, min., 3 trunks, @ 1-1/2" cal. Each. Cont. grwn. | MULTI-STEM, MUST BE FROM A SINGLE ROOT CROWN |
| <i>Sophora secundiflora</i>             | Texas Mountain Laurel  | 6' ht, min., 3 trunks, @ 1-1/2" cal. Each. Cont. grwn. | MULTI-STEM, MUST BE FROM A SINGLE ROOT CROWN |

### LARGE SHRUBS / SCREENING SHRUBS

| <b>BOTANICAL NAME</b>                   | <b>COMMON NAME</b>     | <b>SIZE</b>  | <b>COMMENTS</b> |
|-----------------------------------------|------------------------|--------------|-----------------|
| <i>Berberis trifoliata</i>              | Agarita                | 7 gal. cont. | FULL            |
| <i>Cotoneaster</i>                      | Cotoneaster            | 7 gal. cont. | FULL            |
| <i>Elaeagnus pungens</i>                | Elaeagnus              | 7 gal. cont. | FULL            |
| <i>Ilex cornuta</i> 'Nellie R. Stevens' | Nellie Stevens Holly   | 7 gal. cont. | FULL            |
| <i>Morella cerifera</i>                 | Wax Myrtle             | 7 gal. cont. | FULL            |
| <i>Prunus caroliniana</i>               | Carolina Cherry laurel | 7 gal. cont. | FULL            |
| <i>Rhus virens</i>                      | Evergreen Sumac        | 7 gal. cont. | FULL            |
| <i>Viburnum suspensum</i>               | Sandankwa Viburnum     | 7 gal. cont. | FULL            |
| <i>Xiloma congestum</i>                 | Xyloma                 | 7 gal. cont. | FULL            |

### EVERGREEN SHRUBS

| <b>BOTANICAL NAME</b>       | <b>COMMON NAME</b> | <b>SIZE</b>  | <b>COMMENTS</b> |
|-----------------------------|--------------------|--------------|-----------------|
| <i>Abelia x grandiflora</i> | Glossy Abelia      | 5 gal. cont. | FULL            |
| <i>Callistemon citrinus</i> | Bottlebrush        | 5 gal. cont. | FULL            |
| <i>Dietes bicolor</i>       | Bicolor Iris       | 5 gal. cont. | FULL            |

## Exhibit G

|                                                         |                                              |              |                 |
|---------------------------------------------------------|----------------------------------------------|--------------|-----------------|
| <i>Feioja sellowiana</i>                                | Pineapple Guava                              | 5 gal. cont. | FULL            |
| <i>Galphinia glauca</i>                                 | Thyrallis                                    | 5 gal. cont. | FULL            |
| <i>Ilex cornuta 'Burfordii'</i>                         | Burford Holly                                | 5 gal. cont. | FULL            |
| <i>Jasminum mesnyi</i>                                  | Primrose Jasmine                             | 5 gal. cont. | FULL            |
| <i>Leonotis leonurus</i>                                | Lion's Tail                                  | 5 gal. cont. | FULL            |
| <i>Leucophyllum frutescens</i>                          | Texas Sage                                   | 5 gal. cont. | FULL            |
| <i>Leucophyllum langmaniae</i><br>'Lynn's Legacy'       | Lynn's Everblooming                          | 5 gal. cont. | FULL            |
| <i>Poliomnitha longiflora</i>                           | Mexican Oregano                              | 5 gal. cont. | FULL            |
| <i>Rosa 'Double Knock Out'</i>                          | Double Knockout Rose<br>(Red, Pink or White) | 5 gal. cont. | FULL            |
| <i>Rosemarinus officinalis</i>                          | Upright Rosemary                             | 5 gal. cont. | FULL            |
| <i>Salvia greggii</i>                                   | Autumn Sage<br>(various colors)              | 5 gal. cont. | FULL            |
| <i>Teucrium fruticans</i>                               | Bush Germander 'Azure'                       | 5 gal. cont. | FULL            |
| <b>PERENNIALS</b>                                       |                                              |              |                 |
| <b>BOTANICAL NAME</b>                                   | <b>COMMON NAME</b>                           | <b>SIZE</b>  | <b>COMMENTS</b> |
| <i>Anisacanthus quadrifidus</i><br>var. <i>wrightii</i> | Flame Acanthus                               | 5 gal. cont. | FULL            |
| <i>Caesalpinia pulcherrima</i>                          | Pride of Barbados                            | 5 gal. cont. | FULL            |
| <i>Lantana urticoides</i>                               | Texas Lantana<br>(all varieties)             | 5 gal. cont. | FULL            |
| <i>Malvaviscus arboreus</i>                             | Turks Cap                                    | 5 gal. cont. | FULL            |
| <i>Phlomis fruticosa</i>                                | Jerusalem Sage                               | 5 gal. cont. | FULL            |
| <i>Plumbago auriculata</i>                              | Plumbago (Blue or White)                     | 5 gal. cont. | FULL            |
| <i>Salvia farinacea</i>                                 | Mealy Blue Sage                              | 5 gal. cont. | FULL            |
| <i>Salvia guarantica</i>                                | Magestic Sage                                | 5 gal. cont. | FULL            |
| <i>Salvia leucantha</i>                                 | Mexican Bush Sage                            | 5 gal. cont. | FULL            |



## Exhibit G

|                                                |                                             |              |                 |
|------------------------------------------------|---------------------------------------------|--------------|-----------------|
| <i>Tecoma Stans</i>                            | Yellow Bells (Yellow, Apricot and Burgundy) | 5 gal. cont. | FULL            |
| <i>Tulbaghia violacea</i>                      | Society Garlic                              | 5 gal. cont. | FULL            |
| <b>ORNAMENTAL GRASSES</b>                      |                                             |              |                 |
| <b>BOTANICAL NAME</b>                          | <b>COMMON NAME</b>                          | <b>SIZE</b>  | <b>COMMENTS</b> |
| <i>Bouteloua gracilis</i><br>'Blonde Ambition' | Blonde Ambition<br>Blue Gramma              | 5 gal. cont. | FULL            |
| <i>Muhlenbergia lindheimeri</i>                | Lindheimer Muhly                            | 5 gal. cont. | FULL            |
| <i>Muhlenbergia capillaris</i>                 | Gulf Coast Muhly                            | 5 gal. cont. | FULL            |
| <i>Muhlenbergia dubia</i>                      | Pine Muhly                                  | 5 gal. cont. | FULL            |
| <i>Muhlenbergia rigens</i>                     | Deer Muhly                                  | 5 gal. cont. | FULL            |
| <i>Muhlenbergia sinensis</i>                   | Maiden Grass                                | 5 gal. cont. | FULL            |
| <i>Pennisetum setaceum</i>                     | Fountain Grass                              | 5 gal. cont. | FULL            |
| <b>GROUNDCOVERS</b>                            |                                             |              |                 |
| <b>BOTANICAL NAME</b>                          | <b>COMMON NAME</b>                          | <b>SIZE</b>  | <b>COMMENTS</b> |
| <i>Crysactinia mexicana</i>                    | Damianita                                   | 1 gal. cont. | FULL            |
| <i>Dichondra argentea</i>                      | Silver Ponyfoot                             | 1 gal. cont. | FULL            |
| <i>Lantana x hybrida</i>                       | New Gold Lantana                            | 1 gal. cont. | FULL            |
| <i>Lantana montevidensis</i>                   | Trailing Lantana<br>(White and Purple)      | 1 gal. cont. | FULL            |
| <i>Liriope muscari</i>                         | Liriope                                     | 1 gal. cont. | FULL            |
| <i>Ophiopogon japonicus</i>                    | Monkey Grass                                | 1 gal. cont. | FULL            |
| <i>Phyla nodiflora</i>                         | Frogfruit                                   | 1 gal. cont. | FULL            |
| <i>Rosemary officinalis</i>                    | Trailing Rosemary                           | 1 gal. cont. | FULL            |
| <i>Stemodia lantana</i>                        | Wolly Stemodia                              | 1 gal. cont. | FULL            |
| <i>Scutellaria suffrutescens</i>               | Pink Skullcap                               | 1 gal. cont. | FULL            |

## Exhibit G

| <i>Teucrium cossonii</i>            | Creeping Germander                 | 1 gal. cont.                | FULL              |
|-------------------------------------|------------------------------------|-----------------------------|-------------------|
| <i>Wedelia texana</i>               | Zexmenia                           | 1 gal. cont.                | FULL              |
| <b>ACCENT PLANTS</b>                |                                    |                             |                   |
| <b>BOTANICAL NAME</b>               | <b>COMMON NAME</b>                 | <b>SIZE</b>                 | <b>COMMENTS</b>   |
| <i>Dasyllirion wheeleri</i>         | Grey Sotol                         | 10 gal. cont.               | FULL              |
| <i>Hesperaloe funifera</i>          | Giant Yucca                        | 10 gal. cont.               | FULL              |
| <i>Hesperaloe parviflora</i>        | Red Yucca (all color varieties)    | 5 gal. cont.                | FULL              |
| <i>Opuntia spp.</i>                 | Prickly Pear (Thornless Varieties) | 5 gal. cont.                | FULL              |
| <i>Yucca recurvifolia</i>           | Softleaf Yucca                     | 5 gal. cont.                | FULL              |
| <i>Yucca faxoniana x treculeana</i> | Spanish Dagger                     | 15 gal. cont.               | FULL              |
| <i>Yucca rostrata</i>               | Big Bend Yucca or Beaked Yucca     | 15 gal. cont.               | FULL              |
| <b>VINES</b>                        |                                    |                             |                   |
| <b>BOTANICAL NAME</b>               | <b>COMMON NAME</b>                 | <b>SIZE</b>                 | <b>COMMENTS</b>   |
| <i>Gelsemium sempervirens</i>       | Carolina Jessamine                 | 1 gal. cont., 24" tall min. | FULL, ON ESPALIER |
| <i>Lonicera sempervirens</i>        | Coral Honeysuckle                  | 1 gal. cont., 24" tall min. | FULL, ON ESPALIER |
| <i>Rosa 'Lady Banksia'</i>          | Lady Banksia Rose                  | 1 gal. cont., 24" tall min. | FULL, ON ESPALIER |
| <i>Trachelospermum jasminoides</i>  | Confederate Jasmine                | 1 gal. cont., 24" tall min. | FULL, ON ESPALIER |

# AGENDA ITEM REPORT

9.2.



**To:** Planning and Zoning Commission  
**Subject:** Conduct a public hearing and possible action on Ordinance No. O-2023-033 for the proposed Specific Use Permit request for the property known as 901 Ed Schmidt Boulevard, to allow a drive-through facility (UDC 10.304.10) (Ashley Bailey)  
**Meeting:** Thursday, October 12, 2023  
**Department:** Development Services  
**Staff Contact:** Ashley Bailey

## BACKGROUND INFORMATION:

The proposal consists of an approximately 1.30 acres parcel, within the Ed Schmidt Commercial Addition. The property is currently zoned Local Business (B-1) and is in the Gateway Overlay District.

### Adjacent Zoning and Uses:

WEST: SF-1, Vacant Residential Zoning

NORTH: B-2, Convenience Store

EAST: ETJ with Development Agreement (Upper Schmidts Creek PUD)

SOUTH: B-1, Vacant Commercial Zoning

The applicant is proposing an approximately 6,360 sq ft restaurant and retail multi-tenant building with a drive-through. The applicant has submitted site development plans and is currently in the review process. There will be shared driveways between the site north and south of this project, maximizing the driveway spacing along Ed Schmidt Blvd. in accordance with the requirements of the development code. This item was originally discussed at the June 15, 2023 City Council meeting but the item failed for a lack of a second on the first reading. The feedback provided was to have the applicant provide additional building details, which are attached.

The item is also on the 10/10 Planning and Zoning Commission agenda, staff will have the formal recommendation at the City Council meeting.

## 10.304.10 Accessory Uses

Accessory uses and structures are intended to allow property owners the full use of their property while maintaining the character of the surrounding area. Accessory uses and structures must be built and used only for the purposes that are secondary and normal to the principal use of the property and must be placed on the same lot with the principal use.

### 10.311.5 Drive-through facility

#### 10.311.5.1 Definition

*Drive-through facility:* element of a business where goods or services are passed through exterior

# AGENDA ITEM REPORT

9.2.



windows or mechanical devices to patrons in queued motor vehicles.

## 10.311.5.1 Permitted locations

Drive-through facilities are considered subject to specific use permit reviews as an accessory use for commercial uses in the B-1 district.

The applicant will go through the Site Plan and Building Permit Process.

Staff sent notices to 40 adjacent property owners within 600' and to date has received one response.

### SUMMARY OF REQUEST:

Open public hearing, conduct hearing, close public hearing. Request Motion to issue Specific Use Permit for the property known as 901 Ed Schmidt Boulevard, to allow a drive-through facility (UDC 10.304.10)

### STAFF REVIEW:

Staff recommends approval of the Specific Use Permit.

### FISCAL NOTES:

No known fiscal impacts from conducting public hearing or issuing the Special Use Permit

### POLICY IMPLICATIONS:

### ATTACHMENTS:

1. 901\_Ed\_Schmidt\_Boulevard\_El\_Pollo\_Rico\_SUP\_Drive\_Thru\_Newspaper\_Map
2. Zoning Map
3. LOI
4. 901 Ed Schmidt-SUP-(Std. 2 Readings)
5. Prop Survey
6. 2023-28733-901ESB-EIPolloRico-SP-Init-Plan(3-16-23)
7. El Pollo Rico Updated Elevations
8. Objection - Sheryl Walton

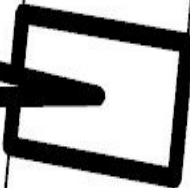
901 Ed Schmidt Boulevard - El Pollo Rico - SUP (Drive-Thru)



LIMMER-LOOP

CR-119

R624597



ED-SCHMIDT-BLVD

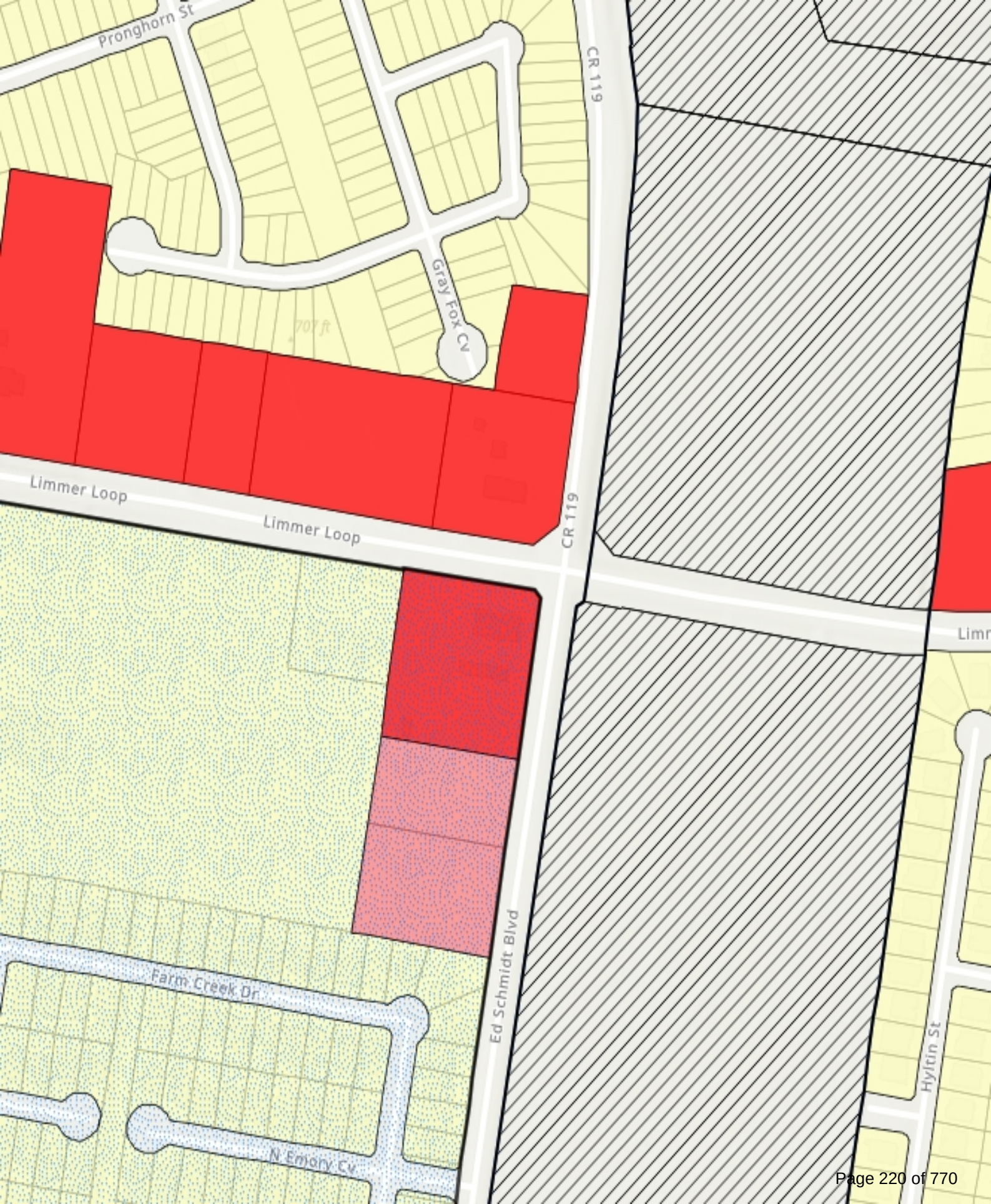
HYLTON-ST

0 250 500 1,000

Feet

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.







May 5<sup>th</sup>, 2023

The City of Hutto  
500 W. Live Oak Street  
Hutto, Tx. 78634

**Re: El Pollo Rico Restaurant – Hutto – Specific Use Permit**

To whom it may concern,

We are respectfully requesting a Specific Use Permit for the proposed El Pollo Rico Restaurant – Hutto, located at 910 Ed Schmidt Blvd., Hutto, Tx 78634.

This Specific Use Permit will allow for a drive-through facility at the proposed El Pollo Rico Restaurant site. This drive-through will equip the proposed restaurant to better serve their customers and community.

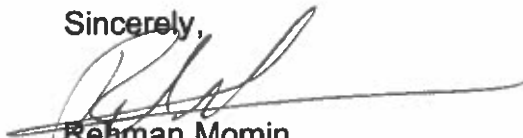
Under the Local Business (B-1) zoning, we are required to obtain a Specific Use Permit in order to operate a drive-through facility and remain in compliance of with UDC 10.311.5.2.

**RELATED PROJECT**

A similar project (Golden Chick) with the same zoning (Local Business - B-1), located at 405 Farm to Market 685, Hutto, Tx 78634, is approved with a drive-through facility.

Should you have any questions or comments, please feel free to contact our office.

Sincerely,



Rehman Momin  
Limmer Investments, LLC

**ORDINANCE NO. O-2023-033**

**AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO ALLOW A DRIVE-THROUGH USE IN THE B-1 (COMMERCIAL: LOCAL/NEIGHBORHOOD) ZONING DISTRICT AT 901 ED SCHMIDT BOULEVARD, 1.3 ACRES, MORE OR LESS, OF LAND, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR: FINDINGS OF FACT, ENACTMENT, REPEALER, PUBLICATION, SEVERABILITY, EFFECTIVE DATE, PENALTY, AND PROPER NOTICE & MEETING..**

**WHEREAS**, the City of Hutto is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

**WHEREAS**, the City has adopted a Unified Development Code (“UDC”), regulating the location and use of buildings, other structures and land for business, industrial, residential or other purposes, and providing for a method to amend said ordinance and map for the purpose of promoting the public health, safety, morals and general welfare, all in accordance with a comprehensive plan; and

**WHEREAS**, in accordance with the UDC, the owner of the property referenced below has filed an application for a Specific Use Permit for a drive-through use in the B-1- Commercial: Local/Neighborhood Zoning District; and

**WHEREAS**, a request has been made to the City Council of the City of Hutto, Texas to grant a Specific Use Permit to allow a drive-through use in B-1- Commercial: Local/Neighborhood Zoning District at the property known as 901 Ed Schmidt Blvd., described in **Exhibit A**, being attached hereto and incorporated herein; and

**WHEREAS**, on the 6<sup>th</sup> day of June, 2023, after proper notification, the Planning and Zoning Commission held a public hearing on the proposed Specific Use Permit request; and

**WHEREAS**, the Planning and Zoning Commission recommended approval of the proposed Specific Use Permit request on the 6<sup>th</sup> day of June, 2023; and

**WHEREAS**, on the 15<sup>th</sup> day June, 2023, after proper notification, the City Council held a public hearing on the proposed Specific Use Permit request; and

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

**WHEREAS**, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Article 14.02.002, Code of Ordinances (2020 Edition, as amended), City of Hutto, Texas concerning public notices, hearings, and other procedural matters has been fully complied with; and

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

**WHEREAS**, the City Council of the City does hereby deem it advisable and in the public interest to grant such permit on the terms and conditions described herein.

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

**Section 1. Findings of Fact:** In accordance with the Unified Development Code, the City Council has considered and made findings on the following matters regarding the proposed Specific Use Permit request:

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

**Section 2. Specific Use Permit Granted:** A Specific Use Permit is hereby granted as shown and described below:

**Applicant:**

**Property Address:**

**Legal Description:** 901 Ed Schmidt Blvd. and/or Lot 1, Block A Ed Schmidt Commercial Addition being more particularly described in **Exhibit A**.

**Specific Use:** The property shall remain located in the “B-1” Zoning District, and a Specific Use Permit permitting a drive-through is hereby granted subject to the terms and conditions provided herein

**Section 3. Zoning Ordinance and Special Terms and Conditions Applicable:** The use of the property described herein shall be subject to all the applicable regulations contained in the UDC and all other applicable and pertinent ordinances of the City, for the zoning district into which they have been assigned. In addition, use of the property described above shall be subject to all restrictions, terms and conditions contained in the Site Plan, attached as **Exhibit B**, and conditions attached as **Exhibit C**. **Exhibit B** and **Exhibit C** are incorporated herein by reference.

**Section 4. Repealer:** All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

**Section 5. Publication Cause:** The City Secretary of the City of Hutto is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law.

**Section 6. Severability:** Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

**Section 7. Passage:** Pursuant to Section 3.13 of the Hutto City Charter, the Council determined that the first reading of this ordinance is sufficient for adequate consideration by an affirmative vote of four or more members of the City Council during the first reading and the requirement for reading this Ordinance on two separate dates was dispensed with by the affirmative vote of four or more members of the City Council; therefore, this Ordinance is adopted and enacted without further readings. In the event a second reading is necessary, this Ordinance is adopted and enacted upon the affirmative vote of four or more members of the City Council upon second reading.

**Section 8. Effective Date:** This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Hutto and the laws of the State of Texas.

**Section 9. Penalty:** Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense. In addition, any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance may be subjected to such civil penalties as authorized by law.

**Section 10. Proper Notice & Meeting:** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**READ and APPROVED** on the first reading this the \_\_\_\_\_ day of \_\_\_\_\_ **2023.**

**READ, PASSED, and ADOPTED** on the second reading of this \_\_\_\_ day of \_\_\_\_\_, **2023** 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 Lewis, City Secretary  
(SEAL)

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Dottie Palumbo, City Attorney

## **EXHIBIT A – PROPERTY DESCRIPTION**



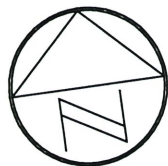
## **EXHIBIT B – SITE PLAN**

## EXHIBIT C - SPECIAL TERMS AND CONDITIONS

### Conditions of Specific Use Permit:

- 1.
- 2.
- 3.
- 4.
5. The Specific Use Permit is restricted to approx.. \_\_\_\_\_ sq. ft. as depicted in **Exhibit B – Site Plan.**
6. The Specific Use Permit does not run with the land, and expires with the end of the approved use.
7. The Specific Use Permit expires one (1) year from the date of approval by City Council
8. The Specific Use Permit is non-transferable.

A SKETCH OF LOT 1, BLOCK A, ED SCHMIDT COMMERCIAL ADDITION, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2022002381 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



1" = 60'

LEGEND

- 1/2" REBAR FOUND
- 1/2" REBAR WITH "CHAPARRAL" CAP SET
- ( ) RECORD INFORMATION

LOT 1, BLOCK H  
EMORY FARMS  
CHURCH TRACT  
(CC/177)

LOT 1,  
BLOCK A  
LIMMER LOOP  
COMMERCIAL  
SUBDIVISION  
(2017093030)

5060.15 SQ. FT.  
RIGHT-OF-WAY  
DEDICATION  
(2017093030)

S82°52'35"E 313.79'  
(S82°47'58"E 313.53')

LOT 1  
BLOCK A  
ED SCHMIDT  
COMMERCIAL ADDITION  
(2022002381)

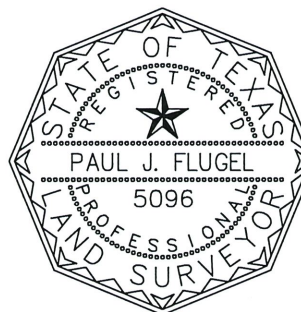
N07°34'19"E 178.79'

S07°30'02"W 182.00'

ED SCHMIDT BOULEVARD -  
COUNTY ROAD 119  
(R.O.W. WIDTH VARIES)  
(6.6863 AC. 2004013915)

N82°17'23"W 314.01'

LOT 2  
BLOCK A  
ED SCHMIDT  
COMMERCIAL  
ADDITION  
(2022002381)



*Paul J. Flugel*  
5/14/2023

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 1011-001-Z2

**Chaparral**

DATE OF SURVEY: 01/24/22  
PLOT DATE: 05/04/23  
DRAWING NO.: 1011-001-Z2  
PROJECT NO.: 1011-001  
T.B.P.E.L.S. FIRM NO. 10124500  
DRAWN BY: JDB



OWNER/DEVELOPER: LIMMER INVESTMENTS, LLC  
CONTACT: REHMAN MOMIN  
1201 N. INDUSTRIAL BLVD.  
ROUND ROCK, TEXAS 78681  
(512) 785-7477

ENGINEER: JAMISON CIVIL ENGINEERING LLC  
CONTACT: STEPHEN R. JAMISON, P.E.  
13812 RESEARCH BLVD. #B-2  
AUSTIN, TEXAS 78750  
(737) 484-0880

SURVEYOR: CHAPARRAL PROFESSIONAL LAND SURVEYING, INC.  
CONTACT: STEVEN P. TIMBERLAKE  
3500 McCALL LANE  
AUSTIN, TEXAS 78744  
(512) 443-1724

LANDSCAPE ARCHITECT: MHB LANDSCAPE ARCHITECT  
CONTACT: MARK BROOKS  
544 MILITARY DRIVE  
CANYON LAKE, TEXAS 78133  
(512) 448-0137

TxDOT DRAINAGE NOTE:

DRAINAGE FOR THIS DEVELOPMENT HAS BEEN DESIGNED SUCH THAT THERE WILL BE NO ADVERSE IMPACTS ON THE CAPACITY, FUNCTION OR INTEGRITY OF TEXAS DEPARTMENT OF TRANSPORTATION RIGHT OF WAY DRAINAGE FACILITIES

FLOOD PLAIN NOTE:

NO PORTION OF THIS PROJECT IS WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS SHOWN ON FEDERAL FLOOD INSURANCE ADMINISTRATION FIRM PANEL 48491C0520F WILLIAMSON COUNTY, TEXAS EFFECTIVE DECEMBER 20, 2019.

GENERAL NOTES:

- THE DISTURBED AREAS WITHIN THIS PROJECT SHALL BE REVEGETATED AND ALL PERMANENT EROSION/SEDIMENTATION CONTROLS COMPLETED PRIOR TO THE ISSUANCE OF OCCUPANCY PERMITS FOR THAT PHASE. TEMPORARY EROSION/SEDIMENTATION CONTROLS SHALL BE ADJUSTED AS NEEDED PRIOR TO THIS RELEASE TO INSURE THAT SUBSEQUENT PHASE DISTURBED AREAS ARE ADEQUATELY COVERED. ANY AREA WITHIN THE LIMIT OF DISTURBANCE OF THE PROJECT WHICH IS NOT ADEQUATELY REVEGETATED SHALL BE BROUGHT INTO COMPLIANCE PRIOR TO THE RELEASE OF THE FINAL PHASE.
- CONTRACTOR SHALL CALL THE ONE CALL CENTER (1-800-245-4545 OR 1-800-545-6005) OR DIG TESS (1-800-344-8377) FOR UTILITY LOCATIONS PRIOR TO ANY WORK IN EASEMENTS OR STREET R.O.W.
- ALL CONSTRUCTION OPERATIONS AROUND SLOPES OR TRENCHES GREATER THAN FIVE FEET IN DEPTH 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 EAST 6TH STREET, AUSTIN TEXAS.)

ZONING:

THIS TRACT IS ZONE LOCAL BUSINESS (B-1), PER CITY OF HUTTO MAP DATED FEBRUAY 2019.

LEGAL DESCRIPTION:

LOT 1 ED SCHMIDT COMMERCIAL ADDITION DOC. #2022002381

BENCHMARK:

TBM #1: MAG NAIL WITH WASHER SET IN THE SOUTHWEST CORNER OF A CONCRETE UTILITY VAULT.

ELEVATION = 706.19'  
VERTICAL DATUM: NAVD 88 (GEOID 09)

TBM #2: MAG NAIL WITH WASHER SET IN THE SOUTHEAST CORNER OF A CONCRETE SIDEWALK, +/- 30' WEST OF THE WEST EDGE OF ASPHALT OF ED SCHMIDT BOULEVARD AND +/- 388' SOUTH OF THE INTERSECTION OF ED SCHMIDT BOULEVARD AND LIMMER LOOP.

ELEVATION = 707.65'  
VERTICAL DATUM: NAVD 88 (GEOID 09)

| REVISIONS |             |                                |                               |               |
|-----------|-------------|--------------------------------|-------------------------------|---------------|
| NO.       | DESCRIPTION | REVISION/<br>ADDD) SHEET NO.'S | TOTAL #<br>SHEETS IN PLAN SET | APPROVED/DATE |
|           |             |                                |                               |               |
|           |             |                                |                               |               |
|           |             |                                |                               |               |
|           |             |                                |                               |               |
|           |             |                                |                               |               |
|           |             |                                |                               |               |
|           |             |                                |                               |               |

LIMITATION OF LIABILITY - JAMISON CIVIL ENGINEERING LLC ASSUMES NO LIABILITY FOR ANY DESIGN OR DRAWINGS IN THESE PLANS THAT ARE NOT SIGNED AND SEALED BY A PROFESSIONAL ENGINEER EMPLOYED BY THE FIRM. OTHER CONSULTANTS' WORK SHOWN IN THESE PLANS IS THE RESPONSIBILITY OF THE CONSULTANT WHO PREPARED SUCH WORK, AND IS INCLUDED IN THIS PLAN SET FOR REVIEW REQUIREMENTS ONLY.

SITE PLAN COMPONENTS - ALL BUILDING AND STRUCTURAL IMPROVEMENTS SHOWN HEREON ARE SHOWN FOR CONCEPTUAL PURPOSES ONLY. JAMISON CIVIL ENGINEERING LLC IS NOT RESPONSIBLE OR LIABLE FOR THE DESIGN OF BUILDING AND STRUCTURAL IMPROVEMENTS BY OTHERS.

STRUCTURAL COMPONENTS - ALL STRUCTURAL DESIGN IS THE RESPONSIBILITY OF THE OWNER'S STRUCTURAL ENGINEER. STRUCTURAL DESIGN SHOWN HEREON IS THE DESIGN OF THE OWNER'S STRUCTURAL ENGINEER.

PAVEMENT DESIGN - PAVEMENT DESIGN SHOWN HEREON IS THE DESIGN OF THE OWNER'S GEOTECHNICAL CONSULTANT. JAMISON CIVIL ENGINEERING LLC MAKES NO WARRANTY OR GUARANTEE AS TO ITS SUITABILITY, AND ASSUMES NO LIABILITY THEREFOR.

ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN REVIEWING THESE PLANS, CITY OF HUTTO MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER. RELEASE OF THIS APPLICATION DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL, WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY CITY ENGINEERS.

ALL SIGNAGE REQUIRES  
SEPARATE PERMIT. SIGN  
DRAWING INCLUDED IN  
BUILDING PLANS ARE NOT  
PART OF CITY APPROVAL.

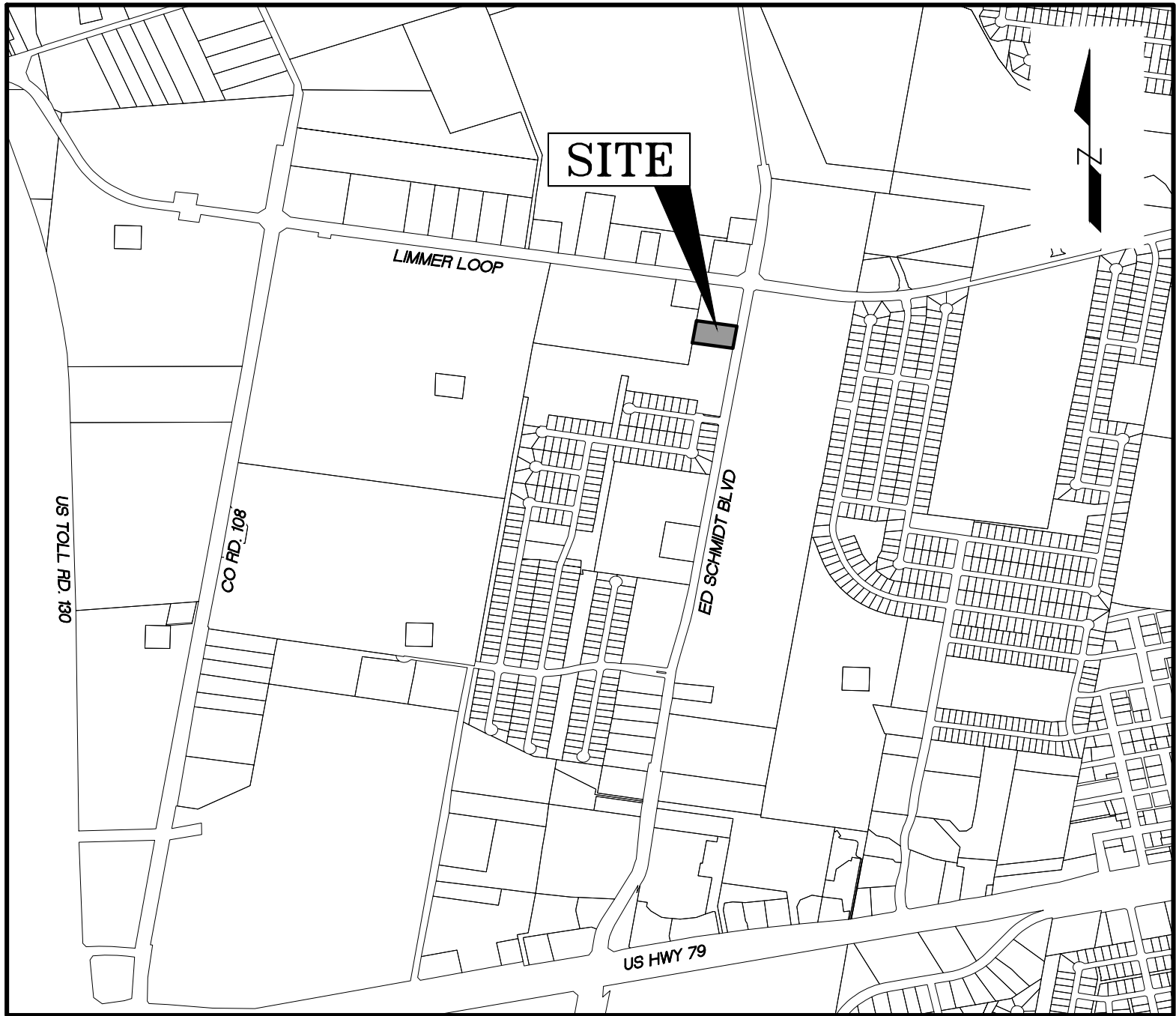


Received 3/16/2023



CAUTION!!!  
CONTRACTOR SHALL LOCATE ANY/ALL EXISTING UTILITIES PRIOR TO ANY SITE WORK, (BOTH HORIZONTALLY AND VERTICALLY). THE DESIGN ENGINEER WILL NOT BE RESPONSIBLE FOR DAMAGES TO ANY EXISTING UTILITIES OR FOR ANY CONFLICTS THAT MAY ARISE DUE TO ANY UTILITIES NOT PROPERLY LOCATED.

# SITE DEVELOPMENT PLANS FOR EL POLLO RICO RESTAURANT - HUTTO ED SCHMIDT BLVD. HUTTO, TEXAS 78634



LOCATION MAP  
N.T.S.

SHEET INDEX

- |    |                                       |
|----|---------------------------------------|
| 01 | COVER SHEET                           |
| 02 | FINAL PLAT                            |
| 03 | FINAL PLAT                            |
| 04 | GENERAL NOTES                         |
| 05 | EXISTING CONDITIONS & DEMOLITION PLAN |
| 06 | EROSION SEDIMENTATION CONTROL PLAN    |
| 07 | SITE PLAN                             |
| 08 | PAVING PLAN                           |
| 09 | GRADING PLAN                          |
| 10 | EXISTING DRAINAGE CONDITIONS          |
| 11 | PROPOSED DRAINAGE CONDITIONS          |
| 12 | DETENTION POND & CALCULATIONS         |
| 13 | UTILITY PLAN                          |
| 14 | GENERAL DETAILS                       |
| 15 | GENERAL DETAILS                       |
| 16 | GENERAL DETAILS                       |
| 17 | GENERAL DETAILS                       |
| 18 | GENERAL DETAILS                       |
| 19 | LANDSCAPE PLAN                        |
| 20 | IRRIGATION PLAN                       |
| 21 | IRRIGATION DETAILS                    |
| 22 | PHOTOMETRIC PLAN                      |
| 23 | EXTERIOR ELEVATIONS                   |

STATE OF TEXAS  
COUNTY OF WILLIAMSON

I, STEPHEN RAY JAMISON, DO HEREBY CERTIFY THAT THE PUBLIC WORKS IMPROVEMENTS DESCRIBED HEREIN HAVE BEEN DESIGNED IN COMPLIANCE WITH SUBDIVISION AND BUILDING REGULATION ORDINANCES AND STORMWATER POLICY ADOPTED BY THE CITY OF HUTTO, TEXAS.

SUBMITTED BY:

STEPHEN RAY JAMISON, P.E.  
JAMISON CIVIL ENGINEERING, LLC  
13812 RESEARCH BLVD. #B-2  
AUSTIN, TEXAS 78750  
(737) 484-0880

12/09/2022

DATE

JAMISON CIVIL ENGINEERING LLC

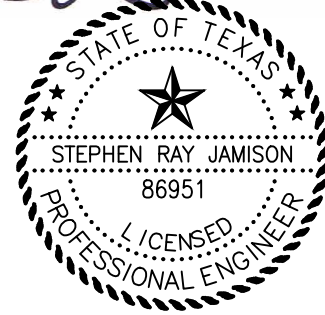
(TX. PE FIRM REG. #F-17756)  
13812 RESEARCH BLVD. #B-2  
AUSTIN, TEXAS 78750  
OFFICE: (737) 484-0880  
INFO@JAMISONENG.COM

JCE

EL POLLO RICO RESTAURANT - HUTTO

COVER SHEET  
ED SCHMIDT BLVD.  
HUTTO, TEXAS 78634

The seal appearing on  
this document was  
authorized by  
Stephen Ray Jamison  
12/09/2022



|                         |         |           |               |                |                 |               |
|-------------------------|---------|-----------|---------------|----------------|-----------------|---------------|
| File: EL POLLO RICO.DWG | Job No. | Snapshot: | Scale (Hor.): | Scale (Vert.): | Checked By: SRJ | Drawn By: JCE |
|                         |         |           |               |                |                 |               |
|                         |         |           |               |                |                 |               |
|                         |         |           |               |                |                 |               |
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|                         |         |           |               |                |                 |               |
|                         |         |           |               |                |                 |               |

SHEET  
01 of 23



ED SCHMIDT  
COMMERCIAL ADDITION

LIMMER LOOP  
(R.O.W. WIDTH VARIES)

LOT 2, BLOCK H  
CHURCH TRACT  
(CC/177)

LOT 1,  
BLOCK A  
LIMMER LOOP  
COMMERCIAL SUBDIVISION  
(2017083030)

5060.15 SQ. FT.  
RIGHT-OF-WAY  
(2017083030)

S82°52'35"E 313.79'  
(S82°47'58"E 313.53')

NATHANIEL  
EDWARDS 225  
SURVEY, ABS.

LOT 1, BLOCK H  
EMORY FARMS  
CHURCH TRACT  
(CC/177)

LOT 1  
1.300 ACRES  
COMMERCIAL  
ZONED B-1

LOT 2  
1.600 ACRES  
COMMERCIAL  
ZONED B-1

15' DRAINAGE  
EASEMENT  
(2015112403)

15' WASTEWATER  
EASEMENT  
(2014053984)

WATER EASEMENT  
(2009074814)

FINAL PLAT OF  
SECTION SEVEN  
(2016057549)

LOT 12  
BLOCK H

LOT 13  
BLOCK H

LOT 14  
BLOCK H

LOT 15  
BLOCK H

LOT 10  
BLOCK H

LOT 11  
BLOCK H

LOT 12  
BLOCK H

LOT 13  
BLOCK H

LOT 14  
BLOCK H

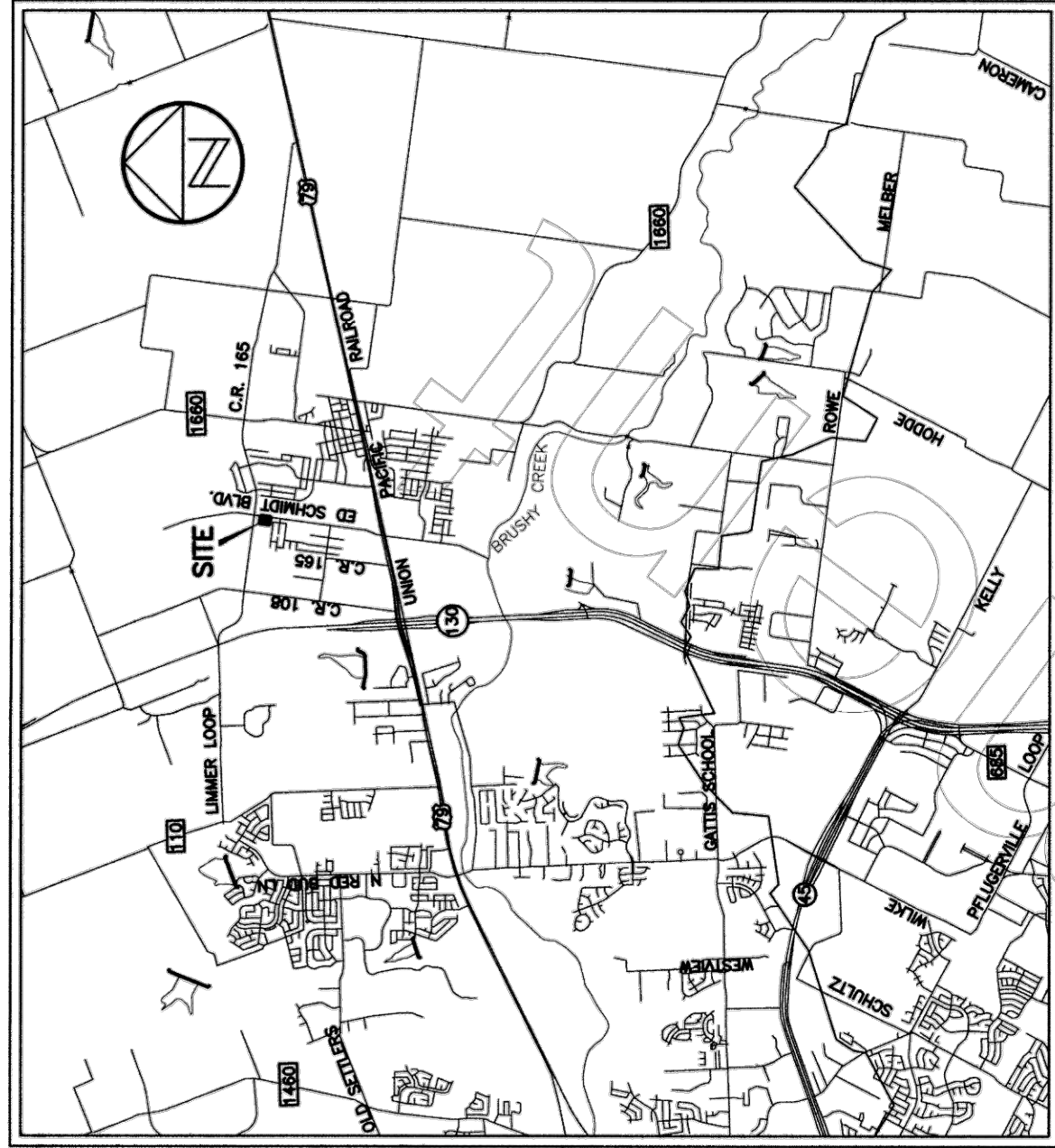
LOT 15  
BLOCK H

FARM CREEK DRIVE  
(50' R.O.W.)

BENCHMARK INFORMATION:  
TBM #1: MAG NAIL WITH WASHER SET IN THE SOUTHWEST  
CORNER OF A CONCRETE UTILITY VAULT.  
ELEVATION = 706.19'  
VERTICAL DATUM: NAD 83 (GEOID 09)

BEARING BASIS: THE TEXAS COORDINATE  
SYSTEM (NAD 83) ZONE, 14N  
BASED ON GPS SOLUTIONS FROM THE  
NATIONAL GEODETIC SURVEY (NGS) ON-LINE  
POSITIONING USER SERVICE (OPUS).

RECORDERS MEMORANDUM  
All or parts of the text on this page was not  
clearly legible for satisfactory recordation



LOCATION MAP  
1\"/>



SCALE: 1" = 50'

GRAPHIC SCALE

- LEGEND
- 1/2" REBAR FOUND (OR AS NOTED)
  - 1/2" REBAR WITH "CHAPARRAL" CAP FOUND
  - 1/2" REBAR WITH "DOUCET" CAP FOUND
  - 1/2" REBAR WITH "CHAPARRAL" CAP SET
  - CALCULATED POINT
  - BENCHMARK LOCATION
  - J.U.A.E. JOINT USE ACCESS EASEMENT
  - ( ) RECORD INFORMATION

OWNER: MAWE, LLC  
ADDRESS: 5502 MOUNTAIN VILLA DRIVE  
AUSTIN, TEXAS 78731  
TOTAL ACREAGE: 2.903 ACRES  
SURVEY: NATHANIEL EDWARDS SURVEY, ABST.  
NO. 225  
NUMBER OF BLOCKS: 1  
TOTAL NUMBER OF LOTS: 2  
LOT 1: 1.300 ACRES  
LOT 2: 1.603 ACRES  
NEW STREETS: NONE  
DATE OF SURVEY: FEBRUARY, 2014  
SURVEYOR: CHAPARRAL PROFESSIONAL  
LAND SURVEYING, INC.  
3500 MCCALL LANE  
AUSTIN, TX 78744  
(512)-443-1724  
ENGINEER: UP ENGINEERING + SURVEYING  
15000 MCNEILS ROAD, SUITE 102  
SAN ANTONIO, TEXAS 78216  
(210)-774-5504  
SUBMITTAL DATE: 08/04/2021

Chaparral

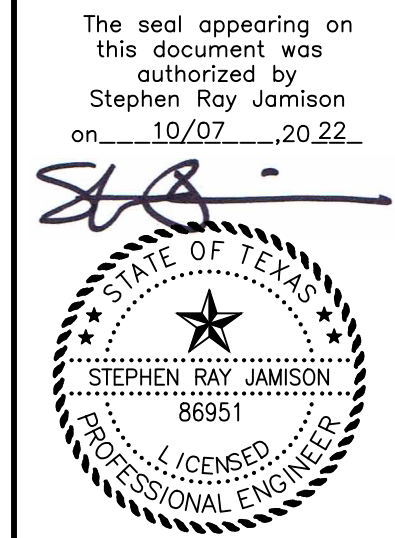
Professional Land Surveying, Inc.  
Surveying and Mapping

3500 McCall Lane  
Austin, Texas 78744  
512-443-1724  
Firm No. 10124500

PROJECT NO.:  
1011-001  
DRAWING NO.:  
1011-001-PL1  
PLOT DATE:  
11/16/21  
PLOT SCALE:  
1"=50'  
DRAWN BY:  
JDB  
SHEET  
01 OF 02

CAUTION!!!  
CONTRACTOR SHALL LOCATE ANY/ALL EXISTING  
UTILITIES PRIOR TO ANY SITE WORK,  
(BOTH HORIZONTALLY AND VERTICALLY).  
THE DESIGN ENGINEER WILL NOT BE RESPONSIBLE  
FOR DAMAGES TO ANY EXISTING UTILITIES  
OR FOR ANY CONFLICTS THAT MAY ARISE DUE TO  
ANY UTILITIES NOT PROPERLY LOCATED.

File: EL POLLO RICO RESTAURANT - HUTTO  
Job No. \_\_\_\_\_  
Scale (Hor.): \_\_\_\_\_  
Date: 10/10/22  
Revision 1: \_\_\_\_\_  
Revision 2: \_\_\_\_\_  
Revision 3: \_\_\_\_\_  
Revision 4: \_\_\_\_\_



EL POLLO RICO RESTAURANT - HUTTO  
FINAL PLAT  
ED SCHMIDT BLVD.  
HUTTO, TEXAS 78634

JAMISON CIVIL ENGINEERING LLC  
(TX. PE FIRM REG. #F-17756)  
13812 RESEARCH BLVD. #B-2  
AUSTIN, TEXAS 78750  
OFFICE: (737) 484-0880  
INFO@JAMISONENG.COM

JCE

SHEET  
02 of 23



|                                        |                |                 |
|----------------------------------------|----------------|-----------------|
| File:EL POLLO RICO RESTAURANT-PLAT.DWG | Job No.        | Snapshot:       |
| Scale (Hor.):                          | Date: 10/10/22 | Checked By: SRJ |
| Scale (Vert.):                         | Revision 1:    | Drawn By:       |
|                                        | Revision 2:    |                 |
|                                        | Revision 3:    |                 |
|                                        | Revision 4:    |                 |

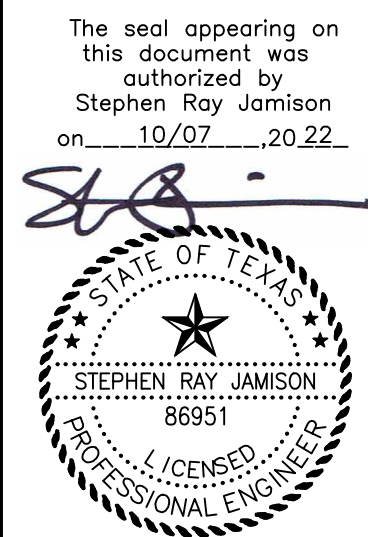
SHEET  
03 of 23

EL POLLO RICO RESTAURANT - HUTTO  
FINAL PLAT  
ED SCHMIDT BLVD.  
HUTTO, TEXAS 78634

JAMISON CIVIL ENGINEERING LLC

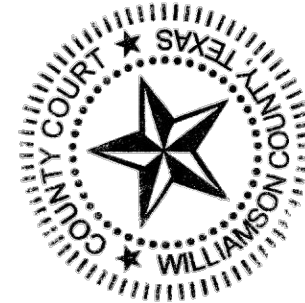
(TX. PE FIRM REG. #F-17756)  
13812 RESEARCH BLVD. #B-2  
AUSTIN, TEXAS 78750  
OFFICE: (737) 484-0880  
INFO@JAMISONENG.COM

JCE



The seal appearing on this document was authorized by Stephen Roy Jamison on 10/07/2022.

CAUTION!!!  
CONTRACTOR SHALL LOCATE ANY/ALL EXISTING UTILITIES PRIOR TO ANY SITE WORK, (BOTH HORIZONTALLY AND VERTICALLY). THE DESIGN ENGINEER WILL NOT BE RESPONSIBLE FOR DAMAGES TO ANY EXISTING UTILITIES OR FOR ANY CONFLICTS THAT MAY ARISE DUE TO ANY UTILITIES NOT PROPERLY LOCATED.



RECORDS MANAGEMENT  
All records of the seal on this page are not  
clearly legible for satisfactory recording

|                                                                                                                                                                |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Chaparral</b><br>Professional Land Surveying, Inc.<br>Surveying and Mapping<br>3500 McCall Lane<br>Austin, Texas 78744<br>512-441-7250<br>Firm No. 10124500 |  |
| PROJECT NO.: 1011-001<br>DRAWING NO.: 1011-001-PL1<br>PLOT DATE: 11/16/21<br>PLOT SCALE: 1"=50'<br>DRAWN BY: JDB<br>SHEET 02 OF 02                             |  |

NANCY RISTER, COUNTY CLERK, WILLIAMSON COUNTY, TEXAS

BY: Barbara McArthur  
DEPUTY CLERK

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

I, NANCY RISTER, CLERK OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE

ON THE 5th DAY OF JANUARY A.D. 2023 AT 3:30 O'CLOCK P. M., AND DULY RECORDED ON THE 5th DAY OF JANUARY A.D. 2023 AT 3:30 O'CLOCK P. M., IN SAID COUNTY AND STATE, IN DOCUMENT NUMBER 20230073381 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

to certify which, witness my hand and seal at the County Court of said County, at my  
office in Georgetown, Texas, the day and date first above written.

GENERAL NOTES:

- 1) NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE OR WASTEWATER EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
- 2) BUILDING SETBACKS SHALL CONFORM TO UDC REQUIREMENTS, AS AMENDED.
- 3) A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
- 4) A 3' P.U.E. IS HEREBY DEDICATED ON EACH SIDE OF ALL INTERIOR SIDE LOT LINES FOR UTILITIES OTHER THAN WATER, SEWER, AND STORM SEWER LINES.
- 5) NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
- 6) SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION, IN CONFORMANCE WITH THE UDC, AS AMENDED.
- 7) TREES SHALL BE INSTALLED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION, IN CONFORMANCE WITH THE UDC, AS AMENDED.
- 8) AN ARTERIAL FENCE SHALL BE CONSTRUCTED PER UDC REQUIREMENTS.
- 9) STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER PER THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE (UDC), AS AMENDED.

Doc # 2022 002381

STATE OF TEXAS  
CITY OF HUTTO  
THIS PLAT WAS APPROVED FOR RECORDING BY THE PLANNING AND ZONING COMMISSION CHAIR ON THE ON THE 19th DAY OF NOVEMBER, 2021.

Richard J. Hobbs  
PLANNING AND ZONING COMMISSION CHAIR SIGNATURE  
DATE 12-21-2021

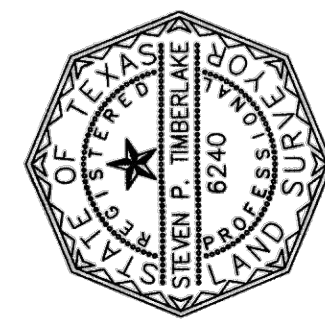
STATE OF TEXAS  
CITY OF HUTTO  
THIS SUBDIVISION IS LOCATED WITHIN THE OF THE CITY OF HUTTO, THIS THE 21 DAY OF NOVEMBER, 2021.

Barbara McArthur  
CITY OF HUTTO STAFF SIGNATURE  
DATE 12-21-2021



RYAN R. PLAGENS, P.E.  
ENGINEERING BY: + SURVEYING  
11903 JONES MALTSBERGER ROAD, SUITE 102  
SAN ANTONIO, TEXAS 78216  
TEXAS REGISTERED ENGINEERING FIRM F-10194606

ENGINEER'S CERTIFICATION:  
I, RYAN PLAGENS, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT AND THAT THE DESIGN OF THE PLAT COMPLES WITH THE BEST OF MY KNOWLEDGE, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



STEVEN P. TIMBERLAKE, R.P.L.S. 6240  
SURVEYING BY:  
CHAPARRAL PROFESSIONAL LAND SURVEYING, INC.  
3500 MCCALL LANE  
AUSTIN, TEXAS 78744  
(512) 443-1724

SURVEYOR'S CERTIFICATION  
I, STEVEN P. TIMBERLAKE, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLES WITH THE SURVEYING RELATED PORTIONS OF TITLE 25 OF THE AUSTIN CITY CODE OF 1989 AS AMENDED, IS TRUE AND CORRECT, AND WAS MADE IN ACCORDANCE WITH THE AUSTIN CITY CODE OF 1989 AS AMENDED, AND WAS MADE UNDER MY SUPERVISION, MADE ON THE GROUND FEBRUARY, 2014.



DANE WILKINS  
NOTARY PUBLIC, STATE OF TEXAS  
COMMISSION EXPIRES June 3, 2025  
PRINTED NAME

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE 18 DAY OF November, 2021, A.D.

STATE OF TEXAS  
COUNTY OF WILLIAMSON  
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Najib Whabe, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND THIS THE 18 DAY OF Nov, 2021, A.D.  
BY: Najib Whabe  
PRINTED NAME: Najib Whabe  
COMPANY NAME: MAHEP, LLC  
ADDRESS: 3121 Te 28.731

DO HEREBY SUBMIDE 2.903 ACRES IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, TO BE KNOWN AS ED SCHMIDT COMMERCIAL ADDITION

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

ED SCHMIDT  
COMMERCIAL ADDITION

STATE OF TEXAS  
COUNTY OF WILLIAMSON  
KNOW ALL MEN BY THESE PRESENTS:  
THAT MAHEP, LLC, BEING OWNER OF 2.903 ACRES IN THE NATHANIEL EDWARDS SURVEY, IN WILLIAMSON COUNTY, TEXAS, COVERED BY DEED OF RECORD IN DOCUMENT NO. 2015095817 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

GENERAL NOTES CONTINUED:

10) WATER AND WASTEWATER WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEMS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.

11) FLOODPLAIN NOTES: THERE ARE NO AREAS WITHIN THE BOUNDARIES OF THIS SUBDIVISION IN THE 100-YEAR FLOODPLAIN AS DEFINED BY FIRM MAP NUMBER 48491C0520F, EFFECTIVE DATE OF DECEMBER 20, 2019.

12) IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATIONS SHALL BE BUILT AT LEAST ONE (1) FOOT ABOVE THE SURROUNDING GROUND AND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/8" PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.

13) ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.

14) ON-SITE STORMWATER DETENTION FACILITIES WILL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2, 10, 25 AND 100-YEAR STORM EVENTS.

15) ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.

16) ALL DRAINAGE LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

17) UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:  
WATER: THE CITY OF HUTTO  
WASTEWATER: THE CITY OF HUTTO  
ELECTRIC: ONCORE ELEC.  
GAS (NATURAL OR PROPANE): AMOS ENERGY

18) A TRAFFIC IMPACT ANALYSIS DETERMINATION IS REQUIRED PER CITY OF HUTTO UDC.

19) A 10' P.U.E. IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES FOR WATER, SEWER, AND STORM SEWER.

20) THE TRANSPORTATION IMPACT FEE WILL BE COLLECTED AT BUILDING PLAN APPLICATION.

21) A BUFFER YARD IS REQUIRED OUTSIDE OF THE WASTEWATER EASEMENT.

22) WATER AND WASTEWATER IMPACT FEE WILL BE COLLECTED AT BUILDING PERMIT PLAN APPLICATION.

23) SITE WILL BE GRANTED SHARED ACCESS (ONE DRIVEWAY)

24) THE OWNERS OF THE LOTS SHALL HAVE ACCESS TO ED SCHMIDT BLVD (COUNTY ROAD 119) THROUGH A JOINT USE ACCESS EASEMENT ("JUE") TO BE EXECUTED BY THE OWNERS OF THE LOTS AFTER THE RECORDING OF THIS PLAT. THE JOINT USE ACCESS EASEMENT ("JUE") SHALL BE A 10' P.U.E. DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES FOR WATER, SEWER, AND STORM SEWER. THE JOINT USE ACCESS EASEMENT ("JUE") SHALL BE A 10' P.U.E. DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES FOR WATER, SEWER, AND STORM SEWER. THE JOINT USE ACCESS EASEMENT ("JUE") SHALL BE A 10' P.U.E. DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES FOR WATER, SEWER, AND STORM SEWER.

25) THE GAS PIPELINE EASEMENT GRANTED TO LONE STAR GAS COMPANY IN VOLUME 239, PAGE 30 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, WAS VACATED ON DOCUMENT NO. 2021146891 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

26) THIS SUBDIVISION IS ZONED LOCAL BUSINESS (B-1)

27) THE MAXIMUM IMPERVIOUS COVERAGE PER NON-RESIDENTIAL LOT IS 80%.

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CITY OF HUTTO  
GENERAL CONSTRUCTION NOTES  
(UPDATED MARCH 2019)

1. THE CONTRACTOR IS TO CONTACT ONE OF THE FOLLOWING:  
TEXAS811 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 CLOSEOUT. 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. NATIONAL 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 OR 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 X 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.

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
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. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI.
7. 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/OR 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.  
II. 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.
13. 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 #612-759-4016 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 METERED.
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.
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.

CITY OF HUTTO  
WASTEWATER NOTES  
(UPDATED AUGUST 2018)

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 NO 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/OR 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.  
II. 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.
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.

CITY OF HUTTO  
EROSION, SEDIMENTATION AND 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 OWNERS 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, OWNERS 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.

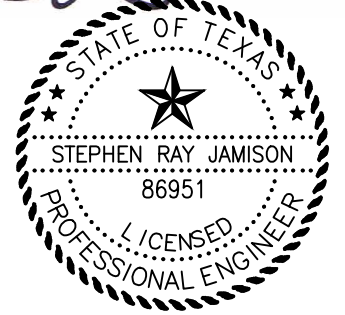
JAMISON CIVIL ENGINEERING LLC

(TX. PE FIRM REG. #F-17756)  
13812 RESEARCH BLVD. #B-2  
AUSTIN, TEXAS 78750  
OFFICE: (737) 484-0880  
INFO@JAMISONENG.COM

EL POLLO RICO RESTAURANT - HUTTO

GENERAL NOTES  
ED SCHMIDT BLVD.  
HUTTO, TEXAS 78634

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Stephen Ray Jamison  
on 10/07/2022



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| File: EL POLLO RICO DWG | Notes: PLAN NOTES.DWG |
| Job No.                 | Snapshot:             |
| Scale (Hor.):           | Scale (Vert.):        |
| Date: 10/10/22          | Checked By: SRJ       |
| Revision 1:             | Drawn By: MM          |
| Revision 2:             |                       |
| Revision 3:             |                       |
| Revision 4:             |                       |

Received 3/16/2023

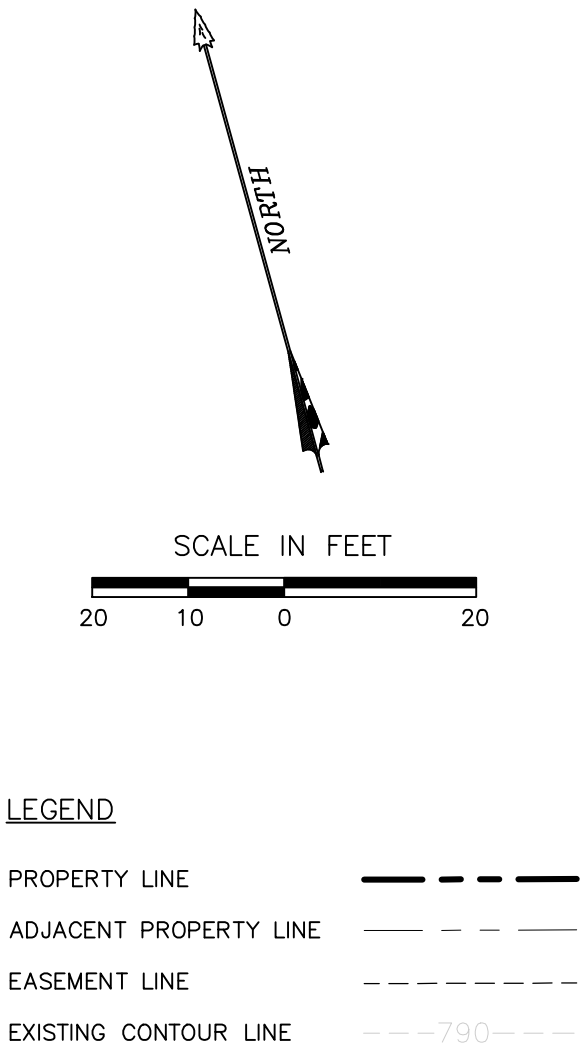
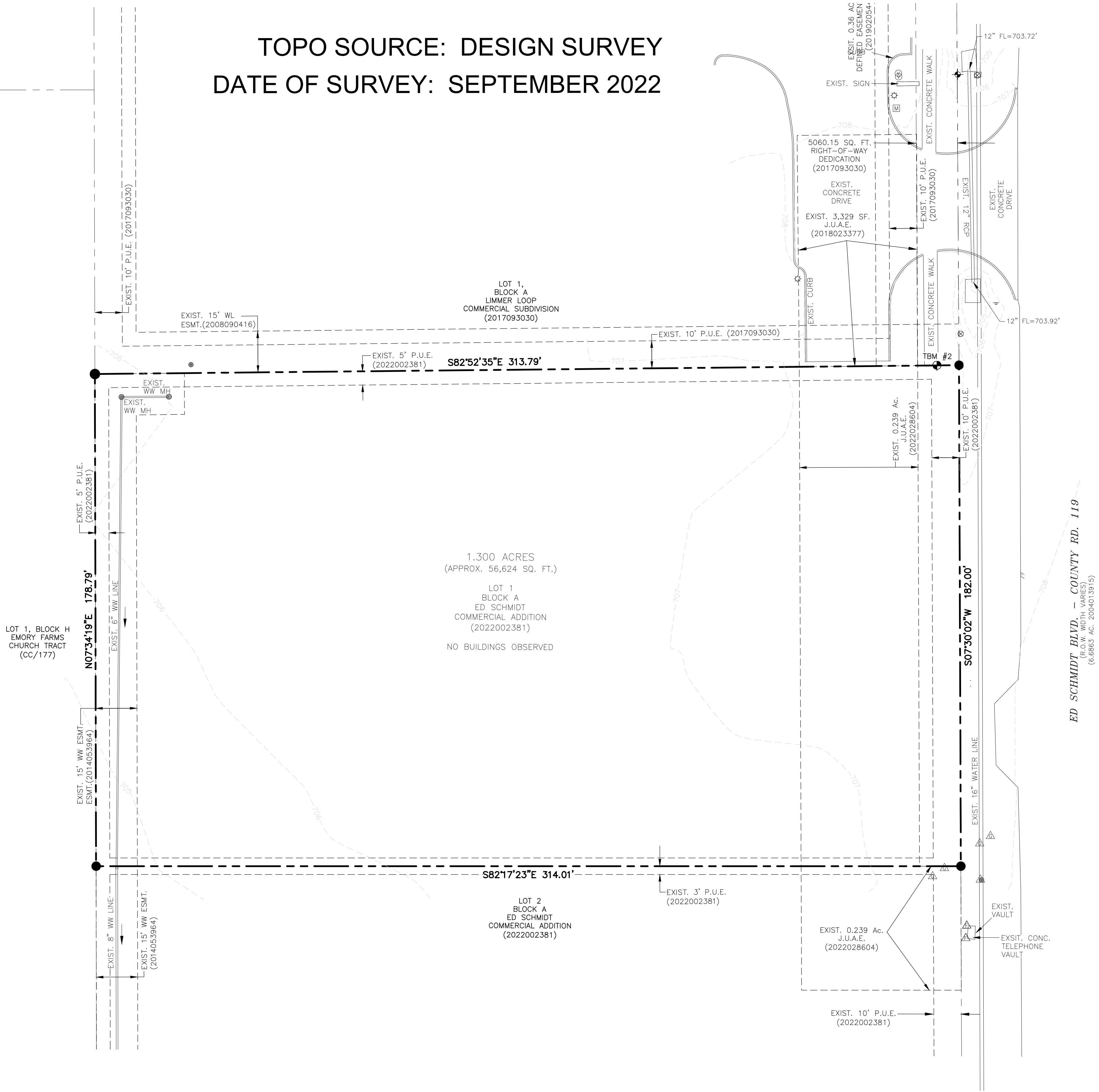


**CAUTION!!!**  
CONTRACTOR SHALL LOCATE ANY ALL EXISTING UTILITIES PRIOR TO ANY SITE WORK, (BOTH HORIZONTALLY AND VERTICALLY). THE DESIGN ENGINEER WILL NOT BE RESPONSIBLE FOR DAMAGES TO ANY EXISTING UTILITIES OR FOR ANY CONFLICTS THAT MAY ARISE DUE TO ANY UTILITIES NOT PROPERLY LOCATED.

SHEET  
04 of 23



TOPO SOURCE: DESIGN SURVEY  
DATE OF SURVEY: SEPTEMBER 2022



LEGEND

PROPERTY LINE ———

ADJACENT PROPERTY LINE ———

EASEMENT LINE - - - - -

EXISTING CONTOUR LINE ---790---

**BENCHMARK:**

TBM #1: MAG NAIL WITH WASHER SET IN THE SOUTHWEST CORNER OF A CONCRETE UTILITY VAULT.

ELEVATION = 706.19'  
VERTICAL DATUM: NAVD 88 (GEOID 09)

TBM #2: MAG NAIL WITH WASHER SET IN THE SOUTHEAST CORNER OF A CONCRETE SIDEWALK, +/- 30' WEST OF THE WEST EDGE OF ASPHALT OF ED SCHMIDT BOULEVARD AND +/- 386' SOUTH OF THE INTERSECTION OF ED SCHMIDT BOULEVARD AND LIMMER LOOP.

ELEVATION = 707.65'  
VERTICAL DATUM: NAVD 88 (GEOID 09)

Received 3/16/2023



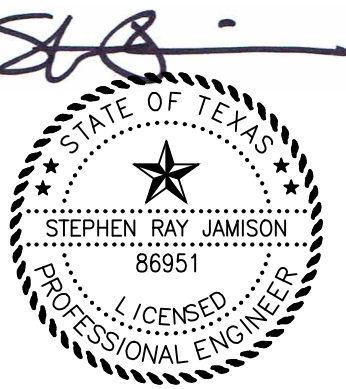
**CAUTION!!!**  
CONTRACTOR SHALL LOCATE ANY/ALL EXISTING UTILITIES PRIOR TO ANY SITE WORK, (BOTH HORIZONTALLY AND VERTICALLY). THE DESIGN ENGINEER WILL NOT BE RESPONSIBLE FOR DAMAGES TO ANY EXISTING UTILITIES OR FOR ANY CONFLICTS THAT MAY ARISE DUE TO ANY UTILITIES NOT PROPERLY LOCATED.

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**EL POLLO RICO RESTAURANT - HUTTO**  
**EXISTING CONDITIONS & DEMOLITION PLAN**  
**ED SCHMIDT BLVD.**  
**HUTTO, TEXAS 78634**

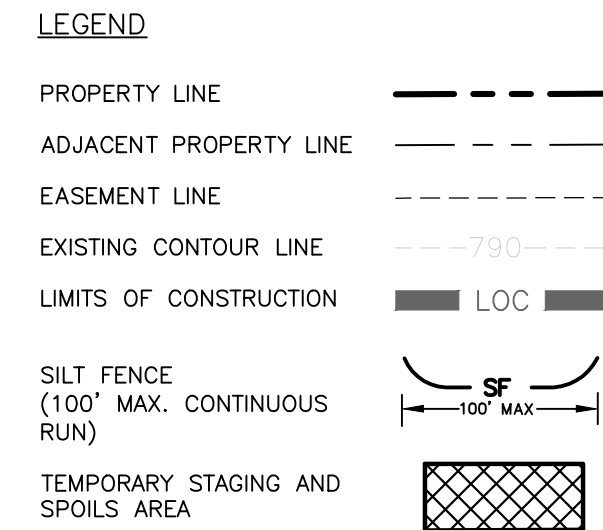
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| Job No.        | Snapshot:       | EXIST.       |
| Scale (Hor.):  | Scale (Vert.):  |              |
| Date: 10/10/22 | Checked By: SRJ | Drawn By: MM |
| Revision 1:    |                 |              |
| Revision 2:    |                 |              |
| Revision 3:    |                 |              |
| Revision 4:    |                 |              |

**SHEET**  
**05 of 23**



[illegible]

1. ALL DISTURBED AREAS SHALL BE RE-VEGETATED TO MEET THE REQUIREMENTS OF THE CITY OF CEDAR PARK'S ORDINANCES.
2. IF DISTURBED AREA IS NOT TO BE WORKED ON FOR MORE THAN 15 DAYS, DISTURBED AREA NEEDS TO BE STABILIZED BY REVEGETATION, MULCH, TARP OR REVEGETATION MATTING.
3. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED BY INSPECTOR AT TIME OF CONSTRUCTION. INSPECTOR HAS THE AUTHORITY TO ADD AND/OR MODIFY EROSION/SEDIMENTATION CONTROLS ON SITE TO KEEP PROJECT IN COMPLIANCE WITH THE CITY OF AUSTIN RULES AND REGULATIONS.
4. CONTRACTOR SHALL UTILIZE DUST CONTROL MEASURES DURING SITE CONSTRUCTION SUCH AS IRRIGATION TRUCKS AND MULCHING AS PER ECM 1.4.5(D), OR AS DIRECTED BY THE ENVIRONMENTAL INSPECTOR.
5. SILT FENCE TYPE AND INSTALLATION SHALL COMPLY WITH ECM 1.4.2(G).
6. CONTRACTOR SHALL CLEAN UP SPOILS THAT MIGRATE ONTO THE ROADS A MINIMUM OF ONCE DAILY.
7. WASHOUT AREA LOCATION (FOR CONCRETE MIXERS, PAINT, STUCCO, ETC.) TO BE SET DURING PRE-CON MEETING WITH ENVIRONMENTAL INSPECTOR.
8. INTERIOR SILT FENCE TO BE REMOVED AFTER INSTALLATION OF STORM SEWER IS COMPLETE.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF EXISTING POND DURING ALL CONSTRUCTION ACTIVITY PRIOR TO FINAL CERTIFICATE OF OCCUPANCY. COORDINATE WITH THE CITY OF CEDAR PARK'S STORMWATER COORDINATOR, DENNIS NIELSEN AT (512) 401-5359.

1. ONCE FINAL GRADE IS ACHIEVED, PERMANENT STABILIZATION MUST BE INITIATED WITHIN 7 DAYS TO LIMIT TIME SOIL IS EXPOSED FOR POTENTIAL EROSION.
2. CONTRACTORS ARE REQUIRED TO HAVE QPSC, CEWSW (CERTIFIED EROSION AND SEDIMENTATION STORMWATER INSPECTOR) OR CISEW (CERTIFIED INSPECTOR OF SEDIMENT AND EROSION CONTROL) TO PERFORM AND DOCUMENT ALL INSPECTIONS AND MAINTENANCE.
3. INSTALL SOIL PROTECTION BLANKET CLASS 1, TYPE D ON ALL SLOPES 3:1 OR GREATER
4. J-HOOKS SHALL BE SPACED NO GREATER THAN 100 LF APART.
5. TURNBACKS SHALL BE SPACE NO GREATER THAN 200 LF APART.
6. CONTRACTOR IS RESPONSIBLE FOR REMOVING AND SEDIMENT TRANSPORTED FROM THE LIMITS OF CONSTRUCTION TO THE OFFSITE DETENTION / WATER QUALITY POND(S).
7. CONTRACTOR IS REQUIRED TO REMOVE EXCESS SILT FROM EXISTING WET POND AND HEADWALLS GENERATED BY CONSTRUCTION OF THIS PROJECT.



**CAUTION!!!**  
CONTRACTOR SHALL LOCATE ANY/ALL EXISTING UTILITIES PRIOR TO ANY SITE WORK, (BOTH HORIZONTALLY AND VERTICALLY). THE DESIGN ENGINEER WILL NOT BE RESPONSIBLE FOR DAMAGES TO ANY EXISTING UTILITIES OR FOR ANY CONFLICTS THAT MAY ARISE DUE TO ANY UTILITIES NOT PROPERLY LOCATED.

EL POLLO RICO RESTAURANT - HUTTO  
EROSION SEDIMENTATION CONTROL PLAN  
ED SCHMIDT BLVD.  
HUTTO, TEXAS 78634

A circular professional engineer seal for the State of Texas. The outer ring contains the text "STATE OF TEXAS" at the top and "PROFESSIONAL ENGINEER" at the bottom, separated by stars. The inner circle features a five-pointed star at the top, the name "STEPHEN RAY JAMISON" in the center, and the license number "86951" below it. The words "LICENSED" and "ENGINEER" are also visible at the bottom of the inner circle. A handwritten signature is scrawled across the top of the seal.

|                                               |  |                 |               |
|-----------------------------------------------|--|-----------------|---------------|
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| Date: 10/10/22                                |  | Checked By: SRJ | Drawn By: DSP |
| Revision 1:                                   |  |                 |               |
| Revision 2:                                   |  |                 |               |
| Revision 3:                                   |  |                 |               |
| Revision 4:                                   |  |                 |               |

SHEET  
06 of 23







LOT 1, BLOCK H  
EMORY FARMS  
CHURCH TRACT  
(CC/177)

N07°34'19"E 178.79'

DETENTION  
POND

LOT 1,  
BLOCK A  
LIMMER LOOP  
COMMERCIAL SUBDIVISION  
(2017093030)

S82°52'35"E 313.79'

ONE STORY 6,360 s.f.  
FFE=709.1  
RETAIL=3,380 s.f.  
RESTAURANT=2,980 s.f.

S82°17'23"E 314.01'

LOT 2  
BLOCK A  
ED SCHMIDT  
COMMERCIAL ADDITION  
(2022002381)

EXIST. CURB  
EXIST. SIGN  
EXIST. CONCRETE WALK  
EXIST. CONCRETE DRIVE

EXIST. CURB

EXIST. CONCRETE WALK

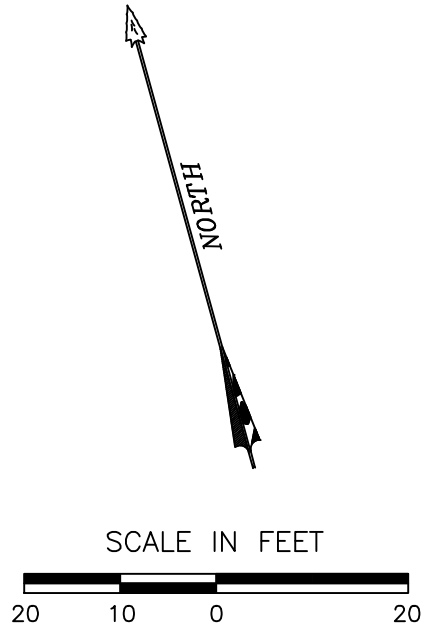
12" FL=703.72'

12" FL=703.92'

S07°30'02"W 182.00'

ED SCHMIDT BLVD. - COUNTY RD. 119  
(R.O.W. WIDTH VARIES)  
(6.8863 AC. 2004013915)

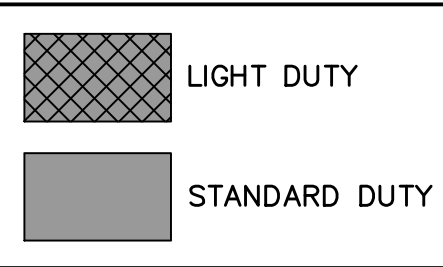
EXIST. VAULT  
EXIST. CONC.  
TELEPHONE  
VAULT



LEGEND

PROPERTY LINE

ADJACENT PROPERTY LINE



\*PAVEMENT DESIGN:

PAVEMENT DESIGN SHOWN  
HEREON IS THE DESIGN OF THE  
OWNER'S GEOTECHNICAL  
CONSULTANT .

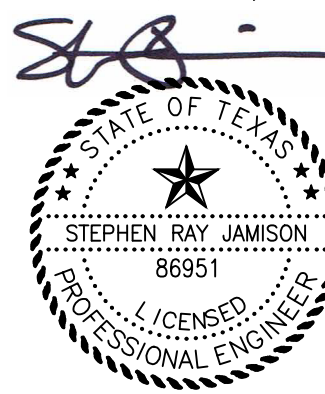
JAMISON CIVIL ENGINEERING  
LLC MAKES NO WARRANTY OR  
GUARANTEE AS TO ITS  
SUITABILITY, AND ASSUMES NO  
LIABILITY THEREFOR.

Received 3/16/2023



CAUTION!!!  
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THE DESIGN ENGINEER WILL NOT BE RESPONSIBLE  
FOR DAMAGES TO ANY EXISTING UTILITIES  
OR FOR ANY CONFLICTS THAT MAY ARISE DUE TO  
ANY UTILITIES NOT PROPERLY LOCATED.

The seal appearing on  
this document was  
authorized by  
Stephen Ray Jamison  
on 10/07/2022



|                         |                 |               |
|-------------------------|-----------------|---------------|
| File: EL POLLO RICO.DWG | PLAN            | PAVING        |
| Job No.                 | Snapshot:       |               |
| Scale (Hor.):           | Scale (Vert.):  |               |
| Date: 10/10/22          | Checked By: SRJ | Drawn By: DSP |
| Revision 1:             |                 |               |
| Revision 2:             |                 |               |
| Revision 3:             |                 |               |
| Revision 4:             |                 |               |

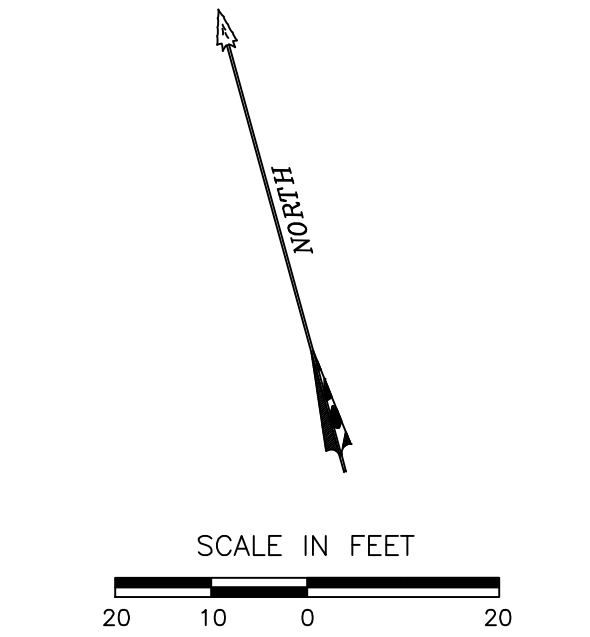
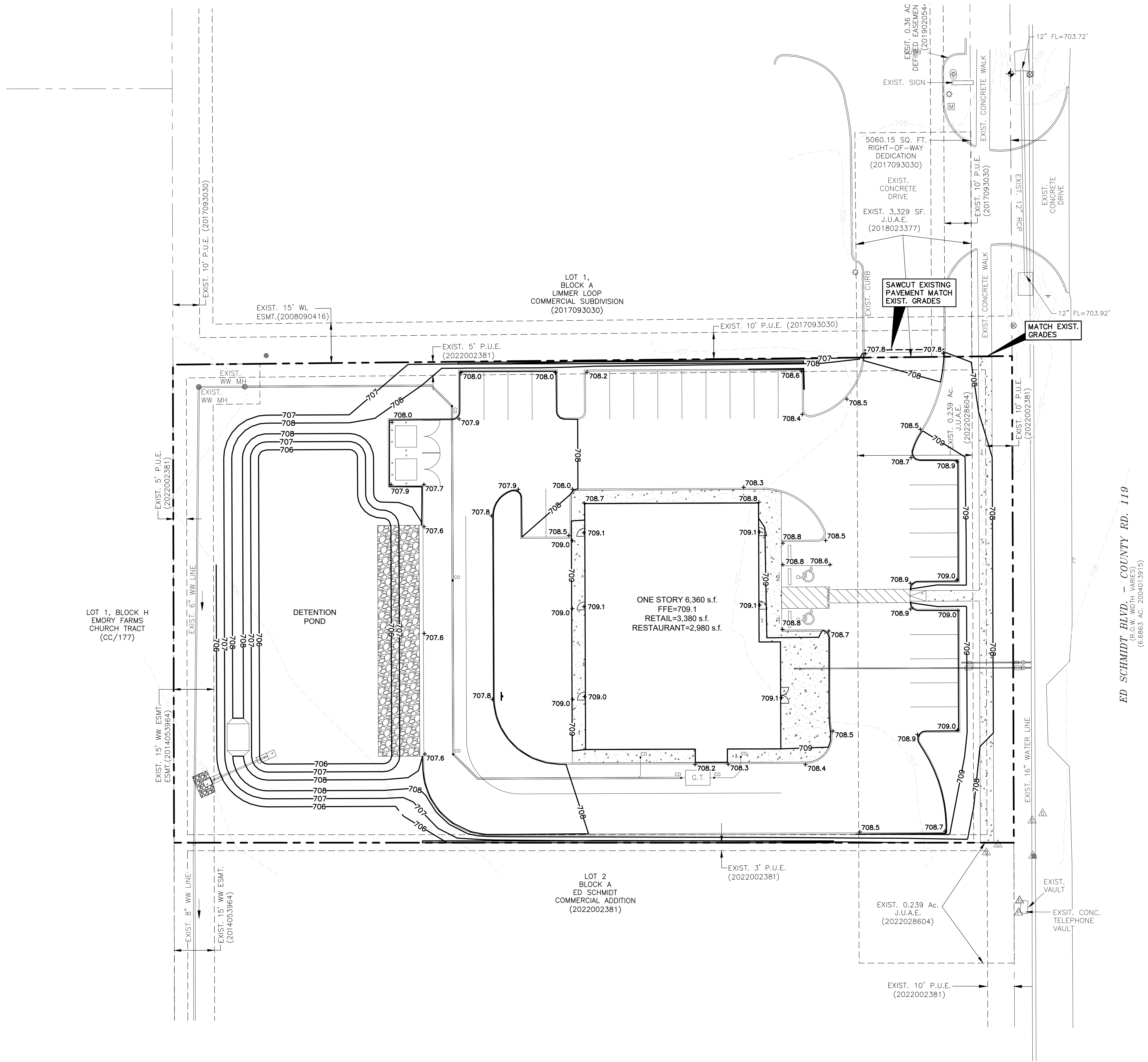
EL POLLO RICO RESTAURANT - HUTTO  
PAVING PLAN  
ED SCHMIDT BLVD.  
HUTTO, TEXAS 78634

JAMISON CIVIL ENGINEERING LLC  
(TX. PE FIRM REG. #F-17756)  
13812 RESEARCH BLVD. #B-2  
AUSTIN, TEXAS 78750  
OFFICE: (737) 484-0880  
INFO@JAMISONENG.COM

JCE

SHEET  
08 of 23





| LEGEND                  |        |
|-------------------------|--------|
| PROPERTY LINE           | ---    |
| ADJACENT PROPERTY       | ---    |
| EASEMENT LINE           | ---    |
| EXISTING CONTOUR LINE   | ---    |
| PROPOSED CONTOUR LINE   | ---    |
| PROPOSED SPOT ELEVATION | +782.5 |
| SAWCUT LINE             | ---    |

**NOTE:**

1. RUNNING SLOPE OF ACCESSIBLE ROUTES SHALL NOT EXCEED 1':20' (5.0%). CROSS SLOPE OF ACCESSIBLE ROUTES SHALL NOT EXCEED 1':50' (2.0%). CONTRACTOR TO VERIFY ALL SLOPES PRIOR TO CONSTRUCTION OF ACCESSIBLE ROUTES.

Received 3/16/2023

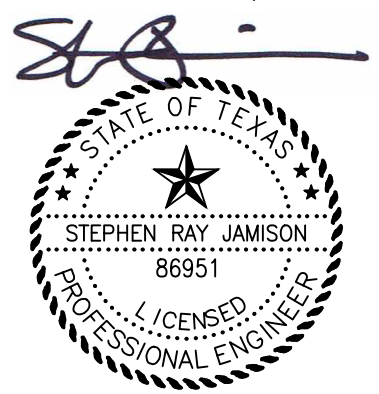


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INFO@JAMISONENG.COM

**EL POLLO RICO RESTAURANT - HUTTO**  
**GRADING PLAN**  
**ED SCHMIDT BLVD.**  
**HUTTO, TEXAS 78634**

The seal appearing on this document was authorized by Stephen Ray Jamison on 10/07/2022



|                                           |                |                    |
|-------------------------------------------|----------------|--------------------|
| File: EL POLLO RICO DWG\PLANS\GRADING.DWG | Job No.        | Snapshot: TEMPLATE |
|                                           | Scale (Hor.):  | Scale (Vert.):     |
|                                           | Date: 10/10/22 | Checked By: SRJ    |
|                                           | Drawn By: JCE  |                    |
|                                           | Revision 1:    |                    |
|                                           | Revision 2:    |                    |
|                                           | Revision 3:    |                    |
|                                           | Revision 4:    |                    |

**SHEET**  
**09 of 23**



EXISTING FLOW SUMMARY

PEAK FLOWS WERE CALCULATED USING HEC-HMS.

| BASIN               | CN | AREA (AC) | T <sub>c</sub> (MIN) | L.C. (AC) | FLOW (Q)   |             |             |              |
|---------------------|----|-----------|----------------------|-----------|------------|-------------|-------------|--------------|
|                     |    |           |                      |           | 2-YR (CFS) | 10-YR (CFS) | 25-YR (CFS) | 100-YR (CFS) |
| EXISTING BASIN 1    | 84 | 1.03      | 15.90                | 0.00      | 3.0        | 5.4         | 7.1         | 9.6          |
| EXISTING JUNCTION 1 |    |           |                      |           | 3.0        | 5.4         | 7.1         | 9.6          |
| EXISTING BASIN 2    | 84 | 0.17      | 9.28                 | 0.00      | 0.6        | 1.1         | 1.4         | 2.0          |
| EXISTING BASIN 3    | 84 | 0.1       | 9.78                 | 0.00      | 0.3        | 0.6         | 0.8         | 1.1          |

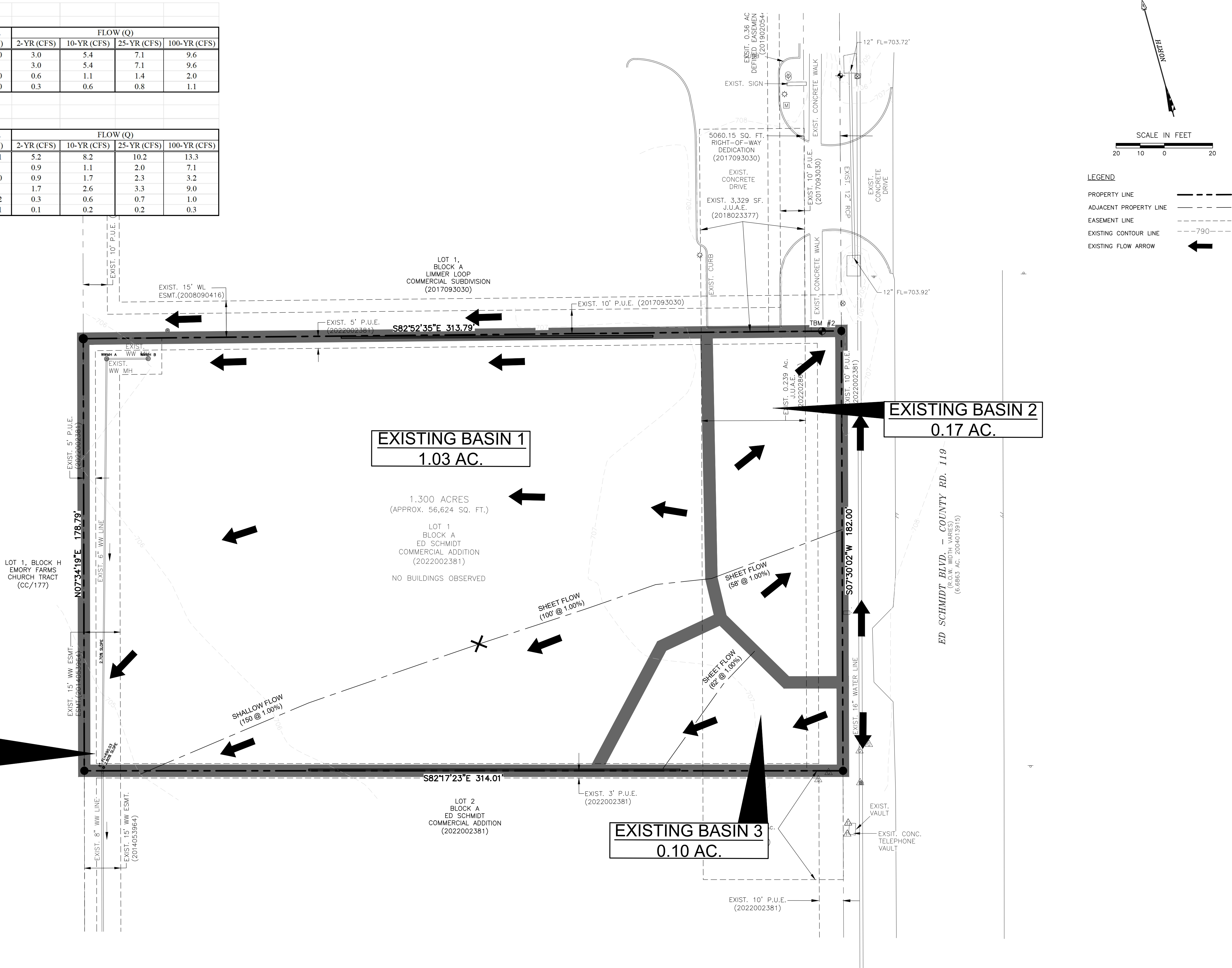
DEVELOPED FLOW SUMMARY

PEAK FLOWS WERE CALCULATED USING HEC-HMS.

| BASIN                | CN | AREA (AC) | T <sub>c</sub> (MIN) | L.C. (AC) | FLOW (Q)   |             |             |              |
|----------------------|----|-----------|----------------------|-----------|------------|-------------|-------------|--------------|
|                      |    |           |                      |           | 2-YR (CFS) | 10-YR (CFS) | 25-YR (CFS) | 100-YR (CFS) |
| DEVELOPED BASIN 1    | 94 | 0.95      | 5.00                 | 0.71      | 5.2        | 8.2         | 10.2        | 13.3         |
| DETENTION POND 1     |    |           |                      |           | 0.9        | 1.1         | 2.0         | 7.1          |
| DEVELOPED BYPASS 1   | 80 | 0.25      | 5.00                 | 0.00      | 0.9        | 1.7         | 2.3         | 3.2          |
| DEVELOPED JUNCTION 1 |    |           |                      |           | 1.7        | 2.6         | 3.3         | 9.0          |
| DEVELOPED BYPASS 2   | 84 | 0.07      | 5.00                 | 0.02      | 0.3        | 0.6         | 0.7         | 1.0          |
| DEVELOPED BYPASS 3   | 83 | 0.03      | 5.00                 | 0.01      | 0.1        | 0.2         | 0.2         | 0.3          |

DEVELOPED JUNCTION 1 SUMMARY

| STORM    | EXISTING (CFS) | DEVELOPED (CFS) |
|----------|----------------|-----------------|
| 2-YEAR   | 3.0            | 1.7             |
| 10-YEAR  | 5.4            | 2.6             |
| 25-YEAR  | 7.1            | 3.3             |
| 100-YEAR | 9.6            | 9.0             |



Received 3/16/2023

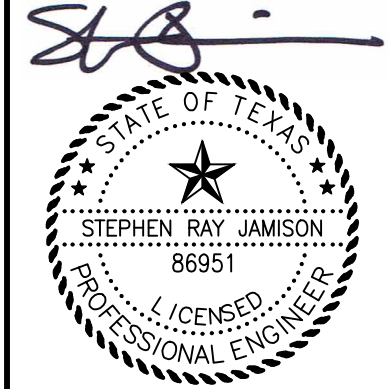


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INFO@JAMISONENG.COM

**EL POLLO RICO RESTAURANT - HUTTO**  
**EXISTING DRAINAGE CONDITIONS**  
**ED SCHMIDT BLVD.**  
**HUTTO, TEXAS 78634**

The seal appearing on this document was authorized by Stephen Ray Jamison on 12/12/2022.



|                                            |                |                 |              |
|--------------------------------------------|----------------|-----------------|--------------|
| File: EL POLLO RICO DWG\PLANS\DRAINAGE.DWG | Job No.        | Snapshot:       | EXISTING     |
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|                                            | Date: 10/10/22 | Checked By: SRJ | Drawn By: NM |
|                                            | Revision 1:    |                 |              |
|                                            | Revision 2:    |                 |              |
|                                            | Revision 3:    |                 |              |
|                                            | Revision 4:    |                 |              |

**SHEET**  
**10 of 23**



DEVELOPED JUNCTION 1 SUMMARY

| STORM    | EXISTING (CFS) | DEVELOPED (CFS) |
|----------|----------------|-----------------|
| 2-YEAR   | 3.0            | 1.7             |
| 10-YEAR  | 5.4            | 2.6             |
| 25-YEAR  | 7.1            | 3.3             |
| 100-YEAR | 9.6            | 9.0             |

EXISTING FLOW SUMMARY

PEAK FLOWS WERE CALCULATED USING HEC-HMS.

| BASIN               | CN | AREA (AC) | T <sub>c</sub> (MIN) | I.C. (AC) | FLOW (Q)   |             |             |              |
|---------------------|----|-----------|----------------------|-----------|------------|-------------|-------------|--------------|
|                     |    |           |                      |           | 2-YR (CFS) | 10-YR (CFS) | 25-YR (CFS) | 100-YR (CFS) |
| EXISTING BASIN 1    | 84 | 1.03      | 15.90                | 0.00      | 3.0        | 5.4         | 7.1         | 9.6          |
| EXISTING JUNCTION 1 |    |           |                      |           | 3.0        | 5.4         | 7.1         | 9.6          |
| EXISTING BASIN 2    | 84 | 0.17      | 9.28                 | 0.00      | 0.6        | 1.1         | 1.4         | 2.0          |
| EXISTING BASIN 3    | 84 | 0.1       | 9.78                 | 0.00      | 0.3        | 0.6         | 0.8         | 1.1          |

DEVELOPED FLOW SUMMARY

PEAK FLOWS WERE CALCULATED USING HEC-HMS.

| BASIN                | CN | AREA (AC) | T <sub>c</sub> (MIN) | I.C. (AC) | FLOW (Q)   |             |             |              |
|----------------------|----|-----------|----------------------|-----------|------------|-------------|-------------|--------------|
|                      |    |           |                      |           | 2-YR (CFS) | 10-YR (CFS) | 25-YR (CFS) | 100-YR (CFS) |
| DEVELOPED BASIN 1    | 94 | 0.95      | 5.00                 | 0.71      | 5.2        | 8.2         | 10.2        | 13.3         |
| DETENTION POND 1     |    |           |                      |           | 0.9        | 1.1         | 2.0         | 7.1          |
| DEVELOPED BYPASS 1   | 80 | 0.25      | 5.00                 | 0.00      | 0.9        | 1.7         | 2.3         | 3.2          |
| DEVELOPED JUNCTION 1 |    |           |                      |           | 1.7        | 2.6         | 3.3         | 9.0          |
| DEVELOPED BYPASS 2   | 84 | 0.07      | 5.00                 | 0.02      | 0.3        | 0.6         | 0.7         | 1.0          |
| DEVELOPED BYPASS 3   | 83 | 0.03      | 5.00                 | 0.01      | 0.1        | 0.2         | 0.2         | 0.3          |

DETENTION POND A SUMMARY

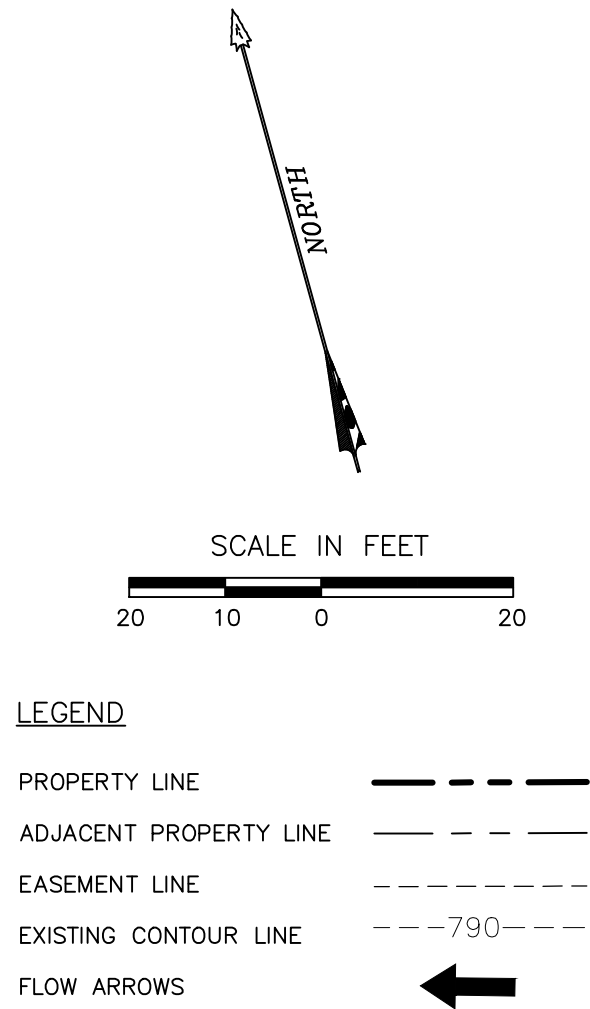
| STORM    | DETENTION POND STORAGE (AC-FT) | DETENTION POND ELEVATION |
|----------|--------------------------------|--------------------------|
| 2-YEAR   | 0.1                            | 706.5                    |
| 10-YEAR  | 0.2                            | 707.1                    |
| 25-YEAR  | 0.2                            | 707.4                    |
| 100-YEAR | 0.3                            | 707.6                    |

DEVELOPED BYPASS 1  
0.25 AC.

BYPASS 2  
0.07 AC.

DEVELOPED BASIN 1  
0.95 AC.

BYPASS 3  
0.03 AC.



Received 3/16/2023

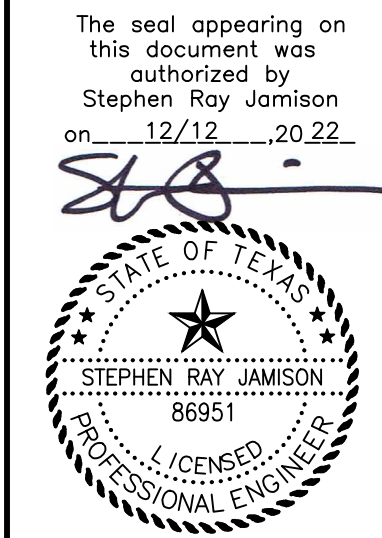


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AUSTIN, TEXAS 78750  
OFFICE: (737) 484-0880  
INFO@JAMISONENG.COM

JCE

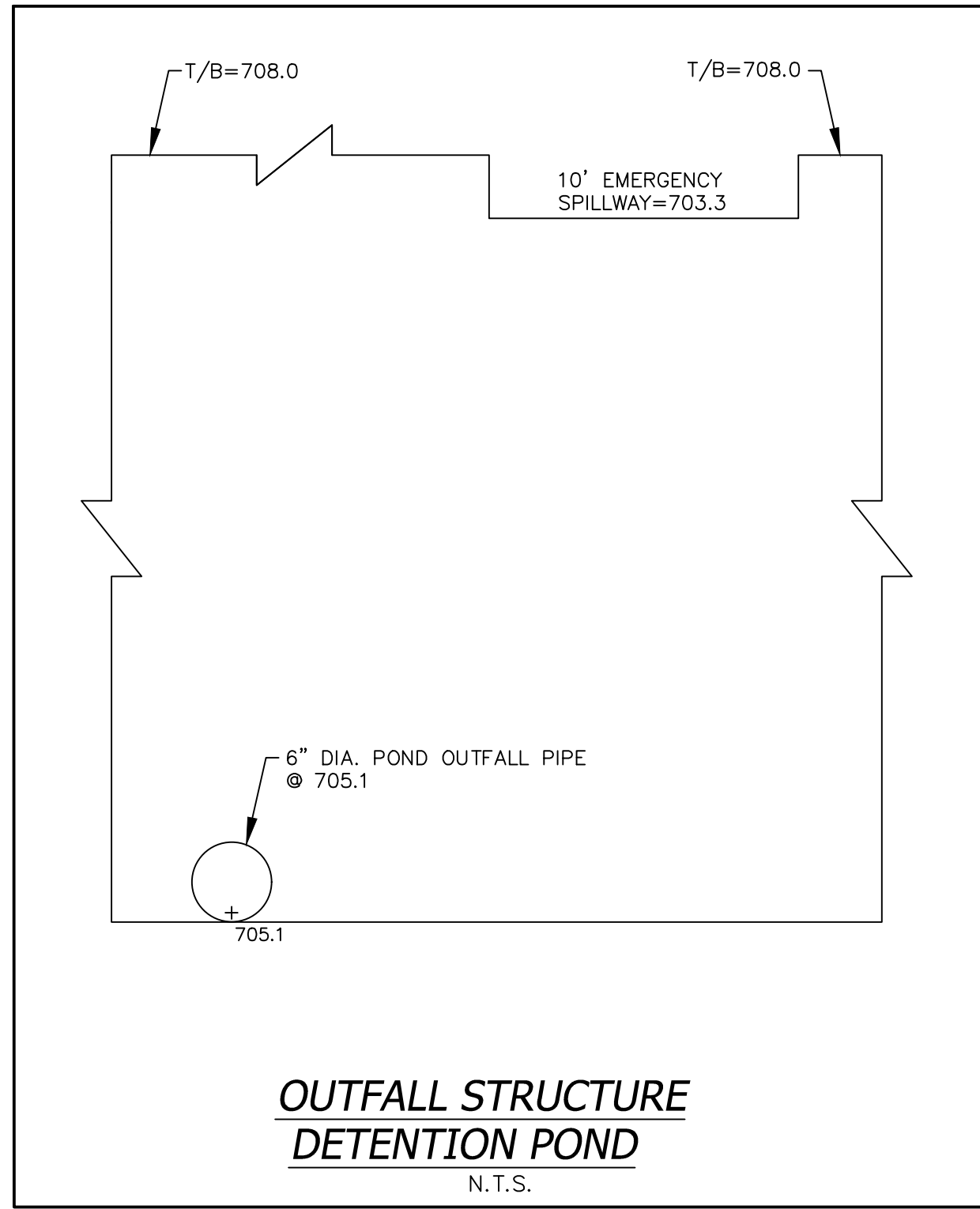
EL POLLO RICO RESTAURANT - HUTTO  
PROPOSED DRAINAGE CONDITIONS  
ED SCHMIDT BLVD.  
HUTTO, TEXAS 78634



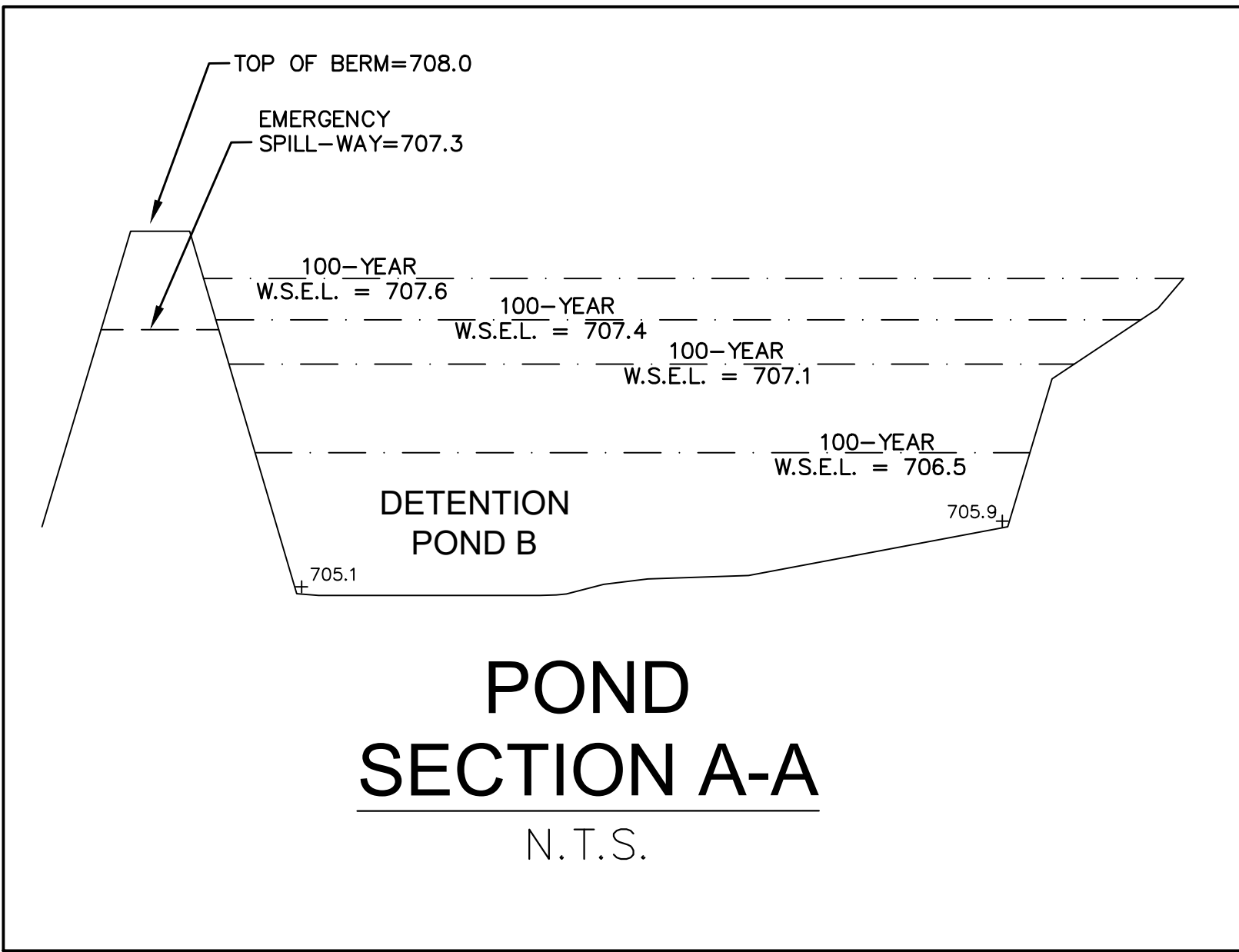
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| Scale (Hor.):           | Date: 10/10/22      |
| Checked By: SRJ         | Drawn By: NM        |
| Revision 1:             |                     |
| Revision 2:             |                     |
| Revision 3:             |                     |
| Revision 4:             |                     |

SHEET  
11 of 23

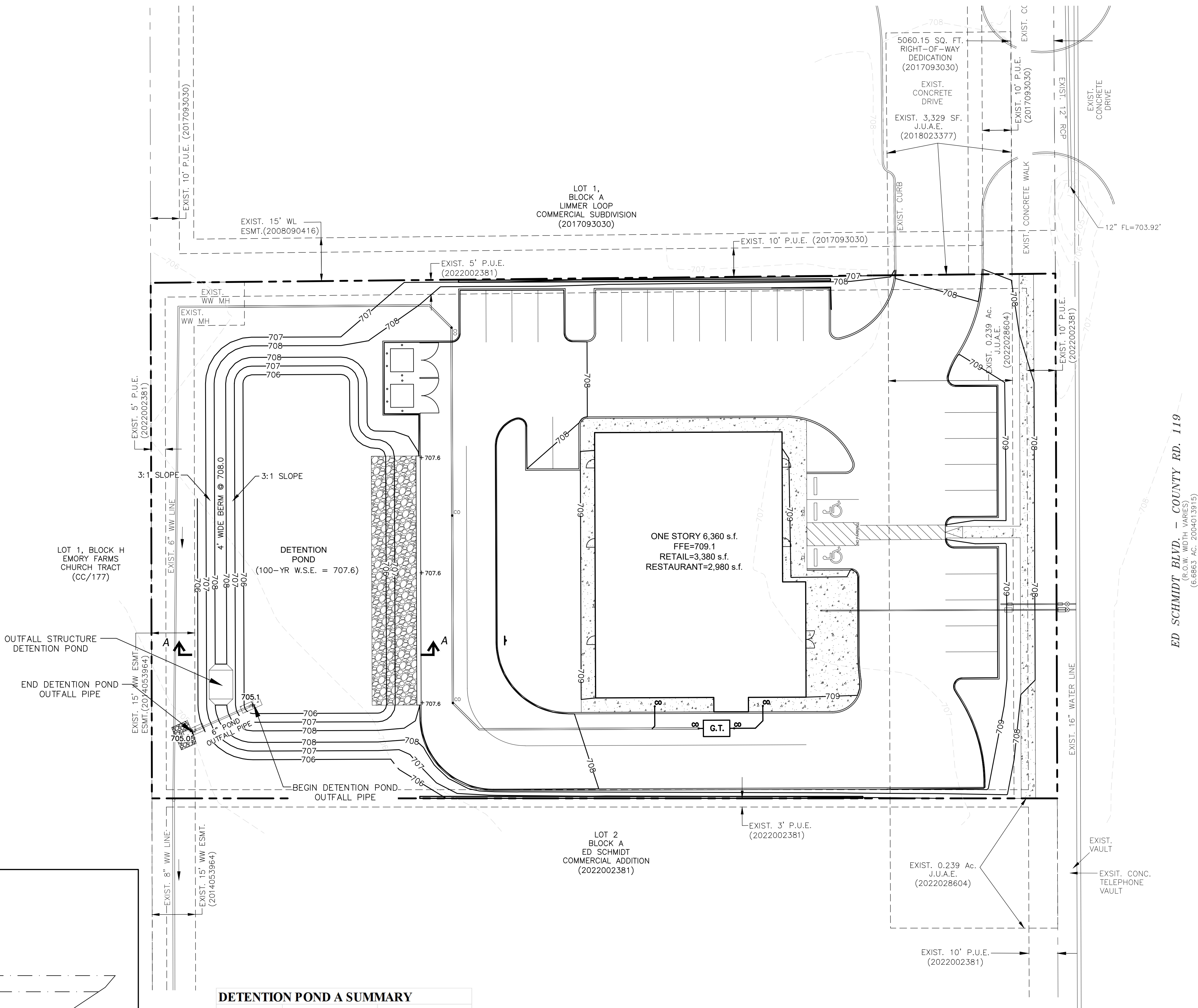




OUTFALL STRUCTURE  
DETENTION POND  
N.T.S.



POND  
SECTION A-A  
N.T.S.



- LEGEND
- PROPERTY LINE
  - R.O.W. LINE
  - EASEMENT LINE
  - EXISTING CONTOUR LINE

DETENTION POND A SUMMARY

| STORM    | DETENTION POND STORAGE (AC-FT) | DETENTION POND ELEVATION |
|----------|--------------------------------|--------------------------|
| 2-YEAR   | 0.1                            | 706.5                    |
| 10-YEAR  | 0.2                            | 707.1                    |
| 25-YEAR  | 0.2                            | 707.4                    |
| 100-YEAR | 0.3                            | 707.6                    |

DETENTION POND 1 VOLUMES

| Elevation * | Depth | Area  | Area  | Avg. Area | Inc. Vol. | Total Vol. |
|-------------|-------|-------|-------|-----------|-----------|------------|
| Ft. msl     | Ft.   | S. F. | Ac.   | S. F.     | C. F.     | C. F.      |
| 705.00      | -     | -     | -     | -         | -         | -          |
| 706.00      | 1.00  | 5,485 | 0.126 | 2,743     | 1,828     | 1,828      |
| 707.00      | 1.00  | 6,523 | 0.150 | 6,004     | 5,997     | 7,825      |
| 708.00      | 1.00  | 7,632 | 0.175 | 7,078     | 7,070     | 14,895     |

EXISTING FLOW SUMMARY

PEAK FLOWS WERE CALCULATED USING HEC-HMS.

| BASIN               | CN | AREA (AC) | T <sub>c</sub> (MIN) | I.C. (AC) | FLOW (Q)   |             |             |              |
|---------------------|----|-----------|----------------------|-----------|------------|-------------|-------------|--------------|
|                     |    |           |                      |           | 2-YR (CFS) | 10-YR (CFS) | 25-YR (CFS) | 100-YR (CFS) |
| EXISTING BASIN 1    | 84 | 1.03      | 15.90                | 0.00      | 3.0        | 5.4         | 7.1         | 9.6          |
| EXISTING JUNCTION 1 |    |           |                      |           | 3.0        | 5.4         | 7.1         | 9.6          |
| EXISTING BASIN 2    | 84 | 0.17      | 9.28                 | 0.00      | 0.6        | 1.1         | 1.4         | 2.0          |
| EXISTING BASIN 3    | 84 | 0.1       | 9.78                 | 0.00      | 0.3        | 0.6         | 0.8         | 1.1          |

DEVELOPED FLOW SUMMARY

PEAK FLOWS WERE CALCULATED USING HEC-HMS.

| BASIN                | CN | AREA (AC) | T <sub>c</sub> (MIN) | I.C. (AC) | FLOW (Q)   |             |             |              |
|----------------------|----|-----------|----------------------|-----------|------------|-------------|-------------|--------------|
|                      |    |           |                      |           | 2-YR (CFS) | 10-YR (CFS) | 25-YR (CFS) | 100-YR (CFS) |
| DEVELOPED BASIN 1    | 94 | 0.95      | 5.00                 | 0.71      | 5.2        | 8.2         | 10.2        | 13.3         |
| DETENTION POND 1     |    |           |                      |           | 0.9        | 1.1         | 2.0         | 7.1          |
| DEVELOPED BYPASS 1   | 80 | 0.25      | 5.00                 | 0.00      | 0.9        | 1.7         | 2.3         | 3.2          |
| DEVELOPED JUNCTION 1 |    |           |                      |           | 1.7        | 2.6         | 3.3         | 9.0          |
| DEVELOPED BYPASS 2   | 84 | 0.07      | 5.00                 | 0.02      | 0.3        | 0.6         | 0.7         | 1.0          |
| DEVELOPED BYPASS 3   | 83 | 0.03      | 5.00                 | 0.01      | 0.1        | 0.2         | 0.2         | 0.3          |

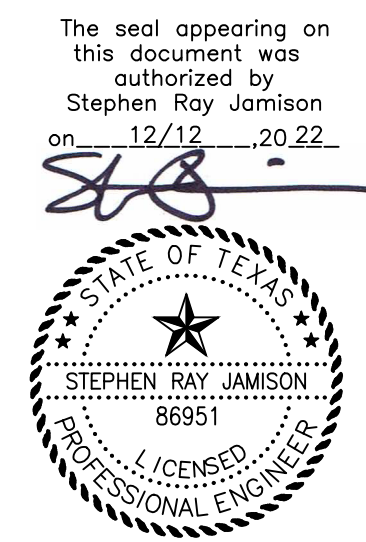
Received 3/16/2023



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AUSTIN, TEXAS 78750  
OFFICE: (737) 484-0880  
INFO@JAMISONENG.COM

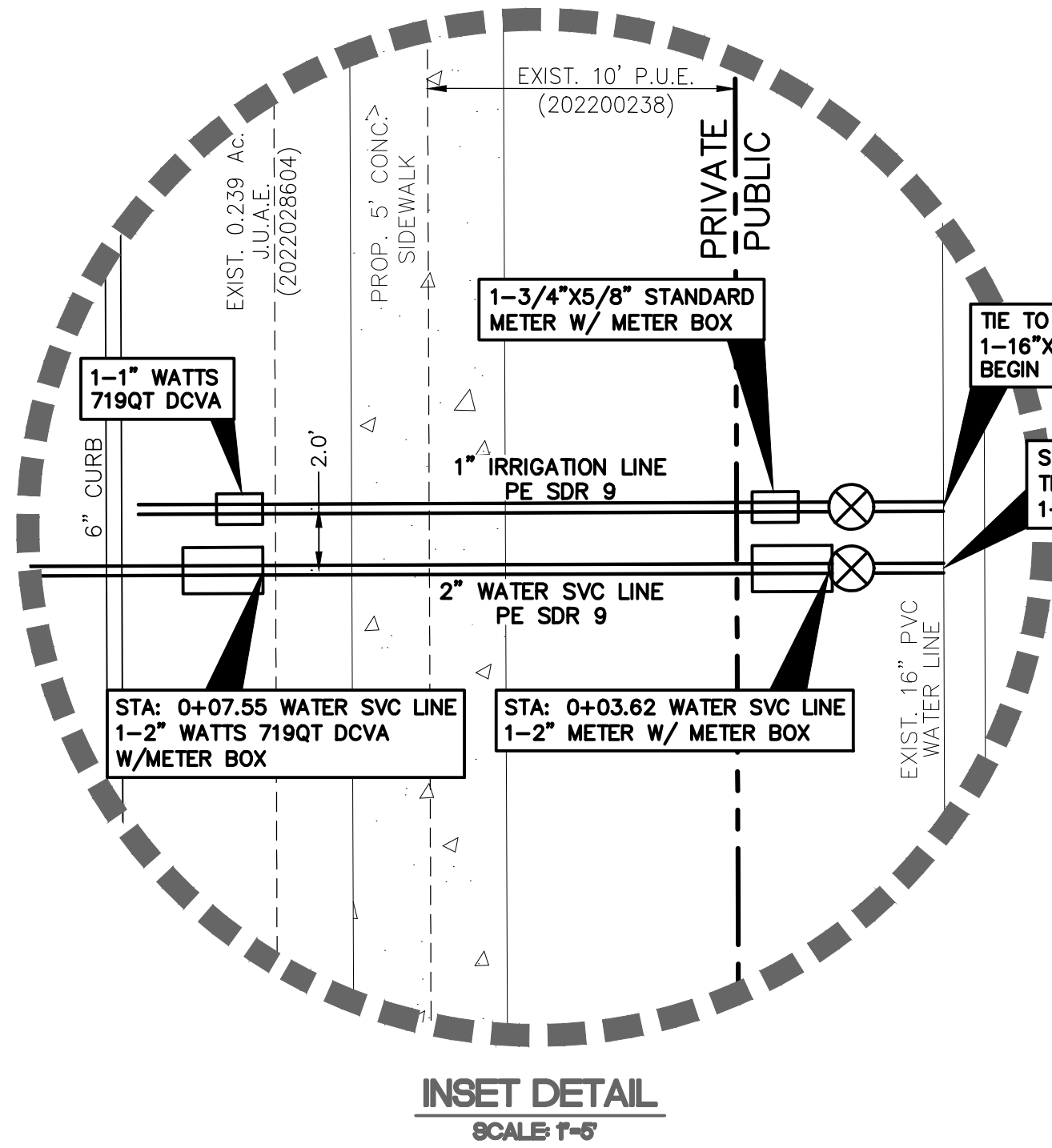
**EL POLLO RICO RESTAURANT - HUTTO**  
**DETENTION POND & CALCULATIONS**  
**ED SCHMIDT BLVD.**  
**HUTTO, TEXAS 78634**



|                         |                 |                |
|-------------------------|-----------------|----------------|
| File: EL POLLO RICO.DWG | Job No.         | Snapshot: POND |
| Scale (Hor.):           | Scale (Vert.):  | Scale (Vert.): |
| Date: 10/10/22          | Checked By: SRJ | Drawn By: NM   |
| Revision 1:             |                 |                |
| Revision 2:             |                 |                |
| Revision 3:             |                 |                |
| Revision 4:             |                 |                |

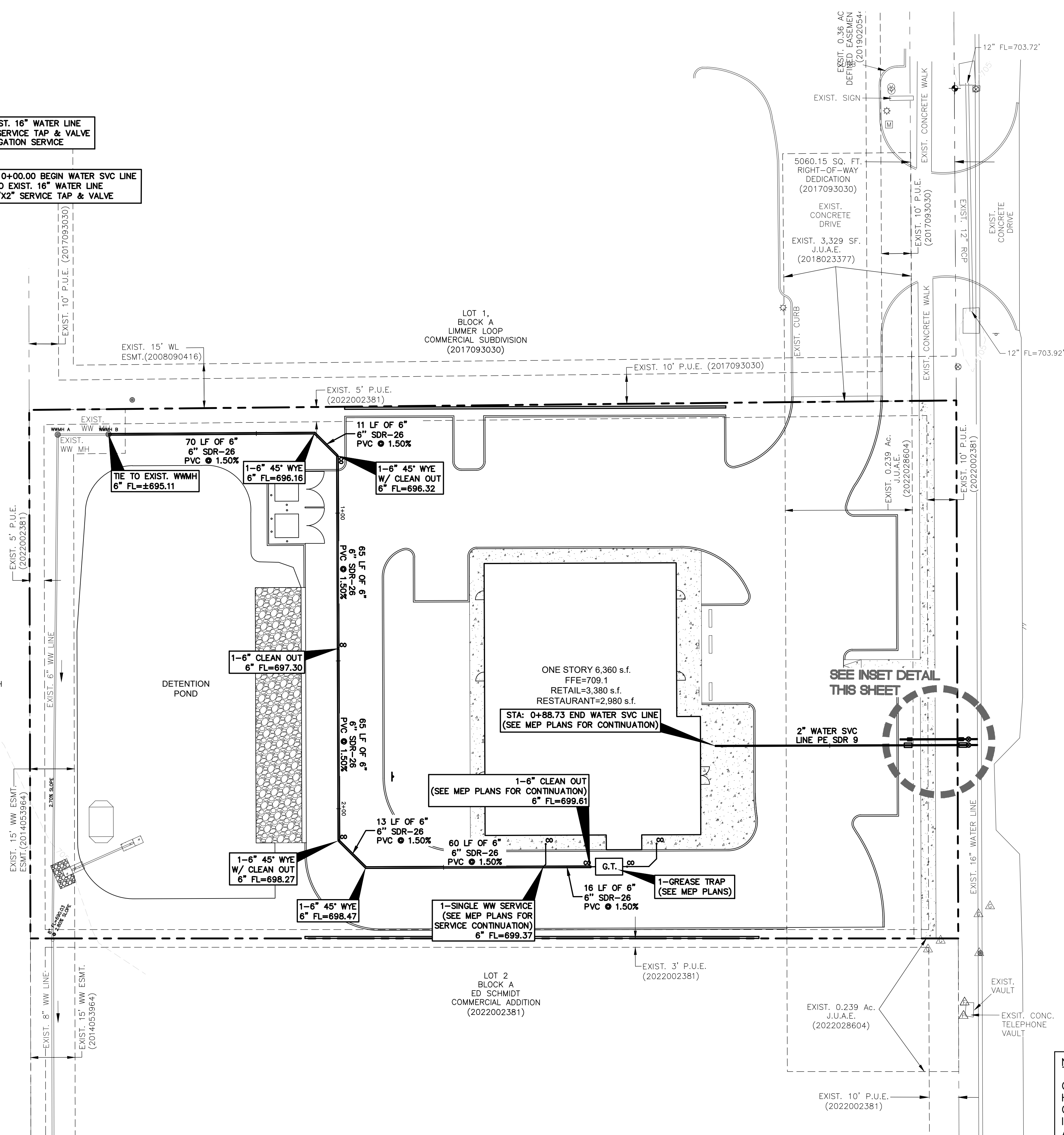
**SHEET**  
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MANVILLE NOTES:

- MANVILLE CONTACTS:  
  
ERIK PRINZ - DIRECTOR OF OPERATIONS  
512-844-0762 (REQUIRED BEFORE CHANGES ARE MADE  
ONSITE)  
  
RAUL OCHOA - CONSTRUCTION SERVICE TECH  
512-517-8661
- CONTRACTOR SHALL VERIFY CLASS OF PIPE BEFORE  
ORDERING PARTS FOR 12" TAP
- TAPPING SADDLE USED FOR THE FIRE HYDRANT BRANCH  
MUST BE FULL STAINLESS STEEL BODY
- PROVIDE ALL ITEM ON CHECKLIST (ATTACHED) THAT ARE  
APPLICABLE BEFORE REQUESTING METER SERVICE
- NEED PROJECT ACCEPTANCE LETTER FROM DIRECTOR OF  
OPERATIONS (REQUIRED BEFORE SETTING UP SERVICE  
WITH MANVILLE)
- BULK CONSTRUCTION METER REQUEST  
CUSTOMERSERVICE@MANVILLEWSC.ORG  
(DIRECTOR MUST APPROVE LOCATION)



Received 3/16/2023



NOTE:

CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES, BOTH HORIZONTALLY AND VERTICALLY, PRIOR TO BEGINNING ANY OTHER WORK. CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCY BETWEEN THE PLANS AND EXISTING UTILITIES IN THE FIELD. CONTRACTOR IS SOLELY RESPONSIBLE FOR ANY RE-WORK REQUIRED AS A RESULT OF SUCH DISCREPANCY UNLESS ENGINEER IS NOTIFIED PRIOR TO BEGINNING ANY OTHER WORK.

CONTRACTOR IS RESPONSIBLE FOR ANY/ALL DAMAGE TO EXISTING UTILITIES, APPURTENANCES, SIGNAGE, FLATWORK, ETC. CAUSED BY THE CONSTRUCTION OF THIS PROJECT.

CAUTION!!!  
CONTRACTOR SHALL LOCATE ANY/ALL EXISTING UTILITIES PRIOR TO ANY SITE WORK, (BOTH HORIZONTALLY AND VERTICALLY). THE DESIGN ENGINEER WILL NOT BE RESPONSIBLE FOR DAMAGES TO ANY EXISTING UTILITIES OR FOR ANY CONFLICTS THAT MAY ARISE DUE TO ANY UTILITIES NOT PROPERLY LOCATED.

| LEGEND                                |     |
|---------------------------------------|-----|
| PROPERTY LINE                         | --- |
| ADJACENT PROPERTY LINE                | --- |
| EASEMENT LINE                         | --- |
| EXISTING CONTOUR LINE                 | --- |
| PROPOSED CONTOUR LINE                 | --- |
| PROPOSED WATER LINE W/ GATE VALVE     | --- |
| PROPOSED WASTEWATER LINE W/ CLEAN OUT | --- |

**JAMISON CIVIL ENGINEERING LLC**  
(TX. PE FIRM REG. #F-17756)  
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INFO@JAMISONENG.COM

**EL POLLO RICO RESTAURANT - HUTTO**  
**UTILITY PLAN**  
**ED SCHMIDT BLVD.**  
**HUTTO, TEXAS 78634**

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| File: EL POLLO RICO.DWG | Utility.DWG       |
| Job No.                 | Snapshot: UTILITY |
| Scale (Hor.):           | Scale (Vert.):    |
| Date: 10/10/22          | Checked By: SRJ   |
| Revision 1:             | Drawn By: JCE     |
| Revision 2:             |                   |
| Revision 3:             |                   |
| Revision 4:             |                   |

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**13 of 23**

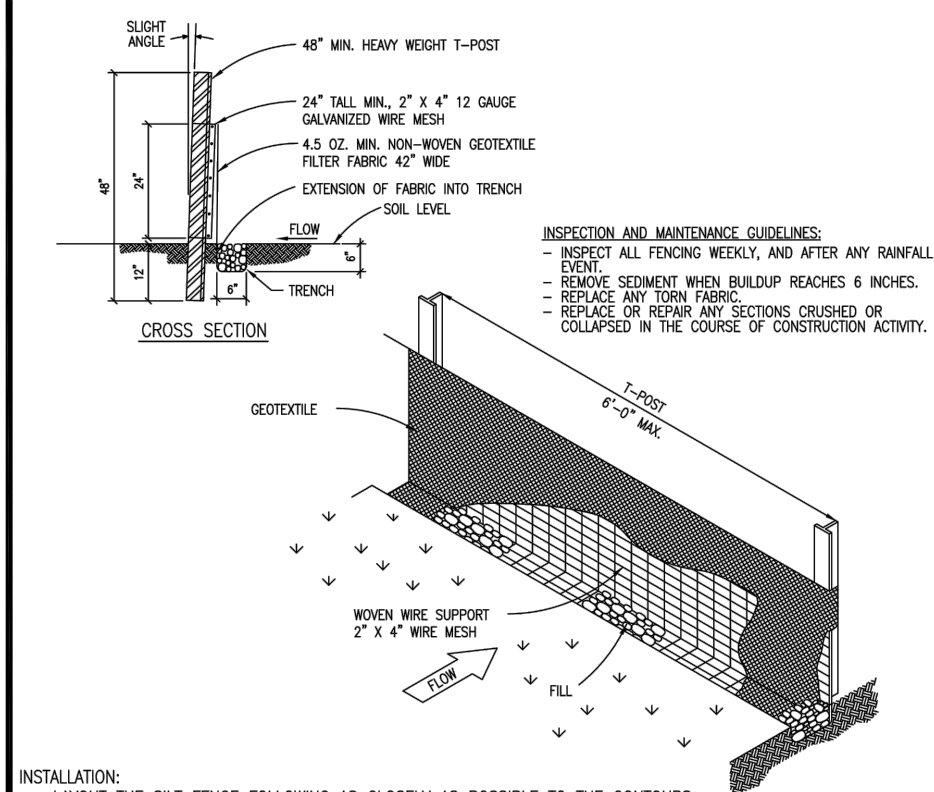


GUIDELINES FOR DESIGN AND INSTALLATION OF  
TEMPORARY EROSION AND SEDIMENTATION CONTROLS

| TYPE OF STRUCTURE    | TYPE OF STRUCTURE | TYPE OF STRUCTURE | TYPE OF STRUCTURE |
|----------------------|-------------------|-------------------|-------------------|
| 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%             |
|                      | 50 FEET           | 1/4 ACRE          | > 30%             |
| ROCK BERM *, **      | 500 FEET          | < 5 ACRES         | 0 - 10%           |

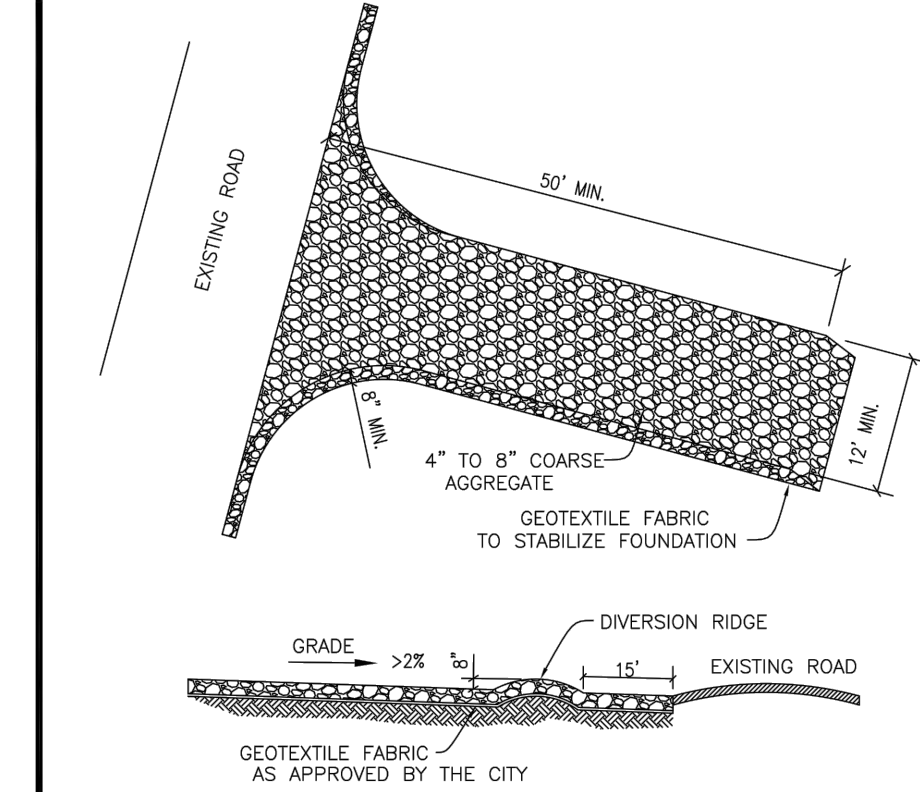
\* FOR ROCK BERM DESIGN, WHERE PARAMETERS ARE OTHER THAN STATED, DRAINAGE AREA CALCULATION AND ROCK BERM DESIGN MUST BE SUBMITTED FOR REVIEW.  
\*\* HIGH SERVICE ROCK BERMS MAY BE REQUIRED IN AREAS OF ENVIRONMENTAL SIGNIFICANCE AS DETERMINED BY THE CITY OF HUTTO.

|                                                                                   |                                             |  |                       |
|-----------------------------------------------------------------------------------|---------------------------------------------|--|-----------------------|
|  | CITY OF HUTTO                               |  | DRAWING NO. E83C01    |
|                                                                                   | CONSTRUCTION STANDARDS AND DETAILS          |  | UPDATER: 08/01/2019   |
|                                                                                   | TEMPORARY EROSION AND SEDIMENTATION CONTROL |  | DRAWN BY: BH          |
|                                                                                   | ENGINEERING & PUBLIC WORKS                  |  | SCALE: N.T.S.         |
|                                                                                   |                                             |  | FILE NAME: E83C01.DWG |



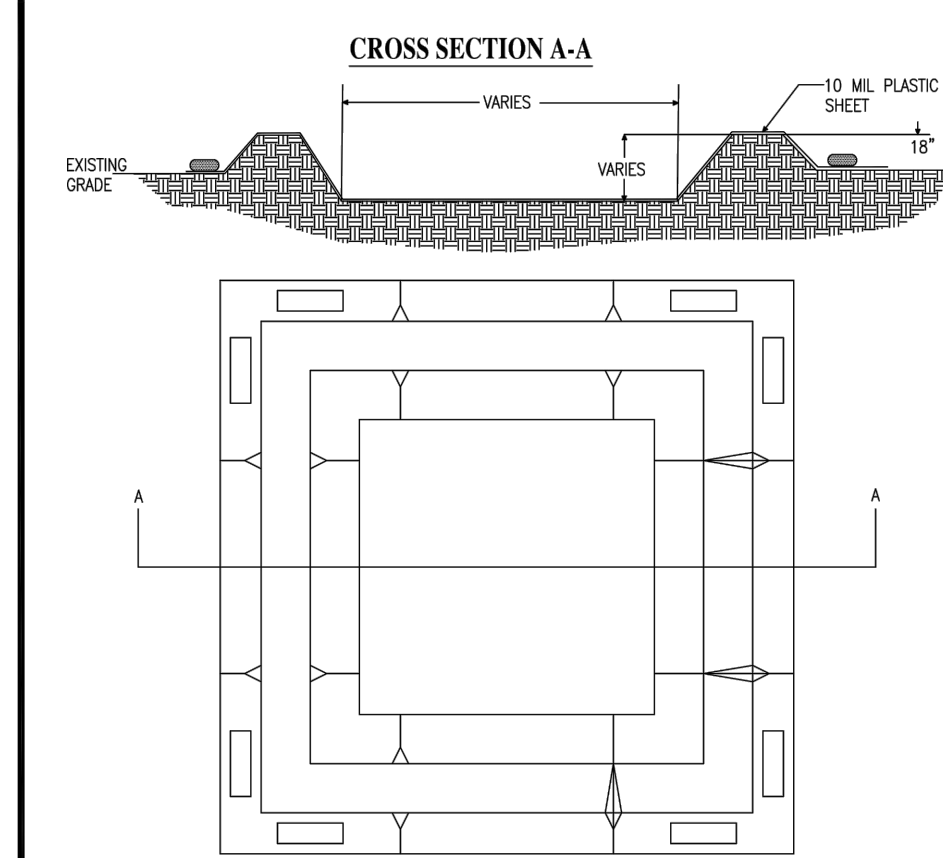
INSTALLATION:  
- LAYOUT THE SILT FENCE FOLLOWING AS CLOSELY AS POSSIBLE TO THE CONTOURS.  
- CLEAR THE GROUND OF DEBRIS, ROCKS AND/OR PLANTS (INCLUDING GRASSES TALLER THAN 2") TO PROVIDE A SMOOTH FLOW APPROACH SURFACE.  
- EXCAVATE 6" DEEP BY 6" WIDE TRENCH ON UPSTREAM SIDE OF FACE PER PLANS.  
- DRIVE THE HEAVY DUTY T-POST AT LEAST 12 INCHES (12") INTO THE GROUND AND AT A SLIGHT ANGLE TOWARDS THE FLOW.  
- ATTACH THE 2' x 4' - 12 GAUGE WELDED WIRE MESH TO THE T-POST WITH 11-1/2 GAUGE GALVANIZED T-POST CLIPS. THE TOP OF THE WIRE TO BE 24" ABOVE GROUND LEVEL. THE WELDED WIRE MESH TO BE OVERLAPPED 6" AND TIED AT LEAST SIX TIMES WITH HOG RINGS.  
- THE SILT FENCE TO BE INSTALLED WITH A SHORT MINIMUM OF 8' WIDE, PLACED ON THE UPHILL SIDE OF THE FENCE INSIDE THE EXCAVATED TRENCH. THE FABRIC TO OVERLAP THE TOP OF THE WIRE BY ON INCH (1").  
- INWARD THE SILT FENCE BY BACKFILLING WITH EXCAVATED DIRT AND ROCKS (NOT LARGER THAN 2").  
- GEOTEXTILE SPLICES, MINIMUM 18" WIDE, SHOULD BE ATTACHED IN A LEAST SIX PLACES. SPLICES IN CONCENTRATED FLOW AREAS WILL NOT BE ACCEPTED.  
- SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPROVE STORM FLOW OR DRAINAGE.

|                                                                                     |                                    |  |                       |
|-------------------------------------------------------------------------------------|------------------------------------|--|-----------------------|
|  | CITY OF HUTTO                      |  | DRAWING NO. E83C02    |
|                                                                                     | CONSTRUCTION STANDARDS AND DETAILS |  | UPDATER: 08/01/2019   |
|                                                                                     | SILT FENCE                         |  | DRAWN BY: BH          |
|                                                                                     | ENGINEERING & PUBLIC WORKS         |  | SCALE: N.T.S.         |
|                                                                                     |                                    |  | FILE NAME: E83C02.DWG |



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.  
INSPECTION AND MAINTENANCE GUIDELINES:  
- THE ENTRANCE SHOULD BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS EXAMINE AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.  
- ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHT-OF-WAY SHOULD BE REMOVED IMMEDIATELY BY CONTRACTOR.  
- WHEN NECESSARY, WHEELS SHOULD BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAYS.  
- 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.

|                                                                                     |                                    |  |                       |
|-------------------------------------------------------------------------------------|------------------------------------|--|-----------------------|
|  | CITY OF HUTTO                      |  | DRAWING NO. E83C06    |
|                                                                                     | CONSTRUCTION STANDARDS AND DETAILS |  | UPDATER: 08/01/2019   |
|                                                                                     | STABILIZED CONSTRUCTION ENTRANCE   |  | DRAWN BY: BH          |
|                                                                                     | ENGINEERING & PUBLIC WORKS         |  | SCALE: N.T.S.         |
|                                                                                     |                                    |  | FILE NAME: E83C06.DWG |



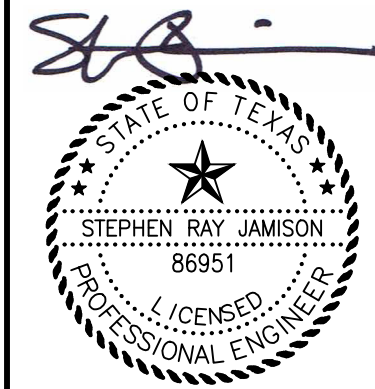
NOTES:  
1. SET LENGTH AND WIDTH AS NECESSARY TO PROVIDE ADEQUATE SPACE FOR WASHOUT ACTIVITIES.  
2. IF RESTRICTED BY DEPTH DUE TO BELOW GRADE APPOINTMENTS, PLACE EARTHEN BERMS AT GRADE.  
3. USE EXCAVATED MATERIAL TO CREATE EARTHEN BERMS SURROUNDING THE AREA TO BE DESIGNATED AS A CONCRETE WASHOUT.  
4. PLACE 10ML OR GREATER PLASTIC SHEETING.  
5. SECURE SHEETING ON OUTSIDE OF BERM AREA USING SAND BAGS OR ROCK EQUIVALENT.

|                                                                                     |                                    |  |                       |
|-------------------------------------------------------------------------------------|------------------------------------|--|-----------------------|
|  | CITY OF HUTTO                      |  | DRAWING NO. E83C09    |
|                                                                                     | CONSTRUCTION STANDARDS AND DETAILS |  | UPDATER: 08/01/2019   |
|                                                                                     | CONCRETE WASHOUT                   |  | DRAWN BY: BH          |
|                                                                                     | ENGINEERING & PUBLIC WORKS         |  | SCALE: N.T.S.         |
|                                                                                     |                                    |  | FILE NAME: E83C09.DWG |

EL POLLO RICO RESTAURANT - HUTTO  
GENERAL DETAILS  
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| Job No. | Snapshot: | Scale (Hor.): | Scale (Vert.): | Checked By: | SRJ         | Drawn By: | DSP |
| Date:   | 10/10/22  | Revision 1:   | Revision 2:    | Revision 3: | Revision 4: |           |     |

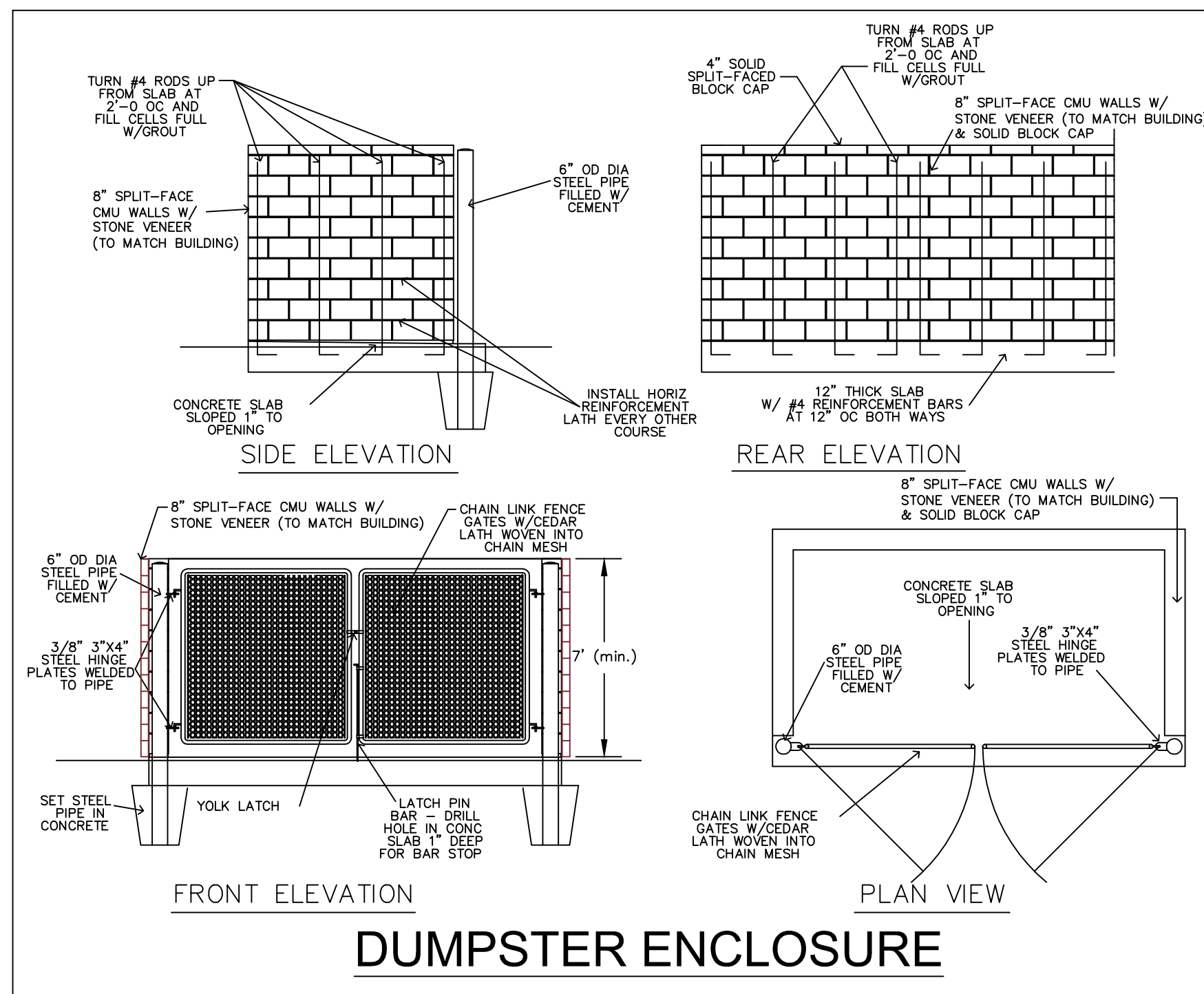
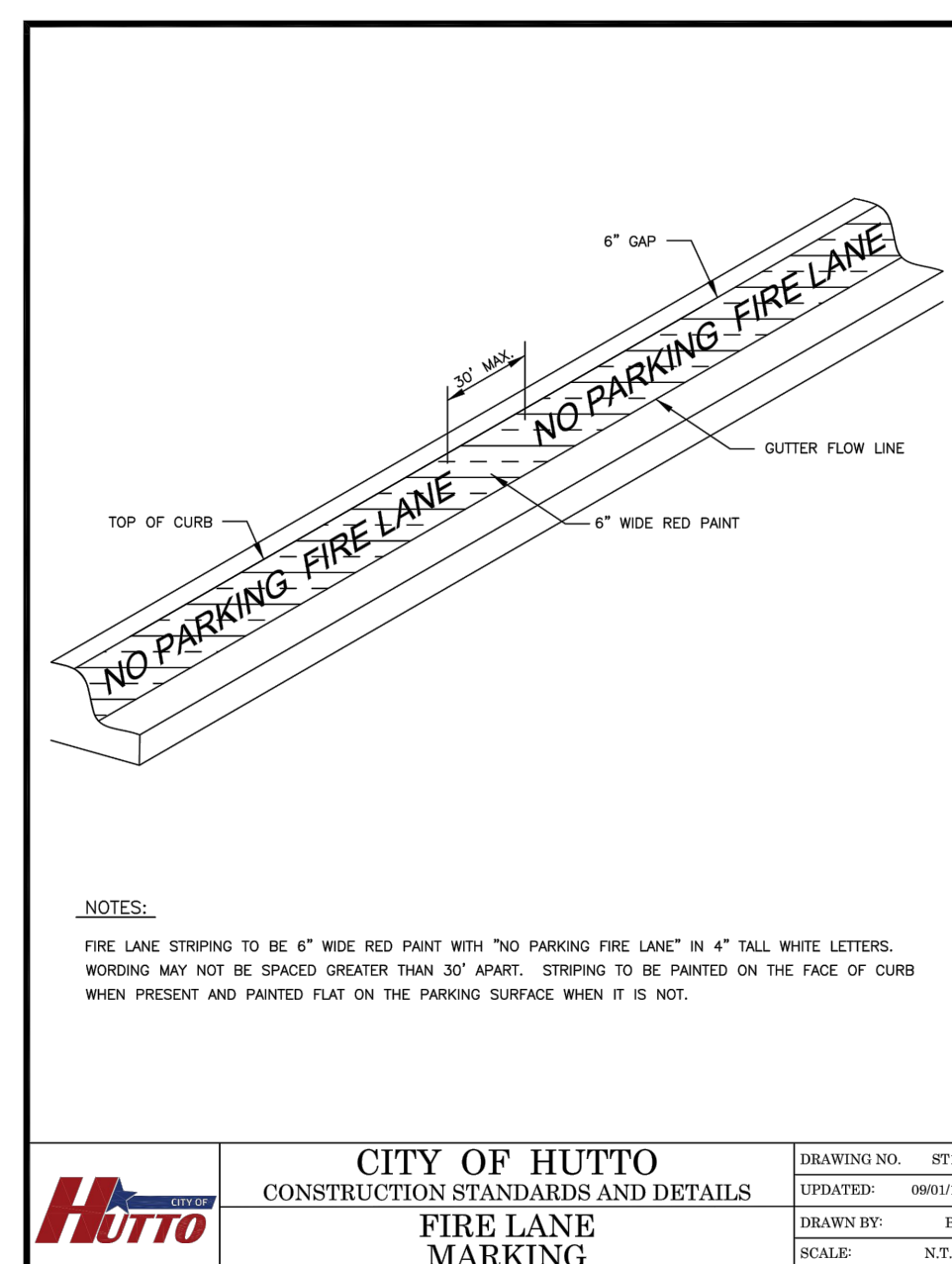
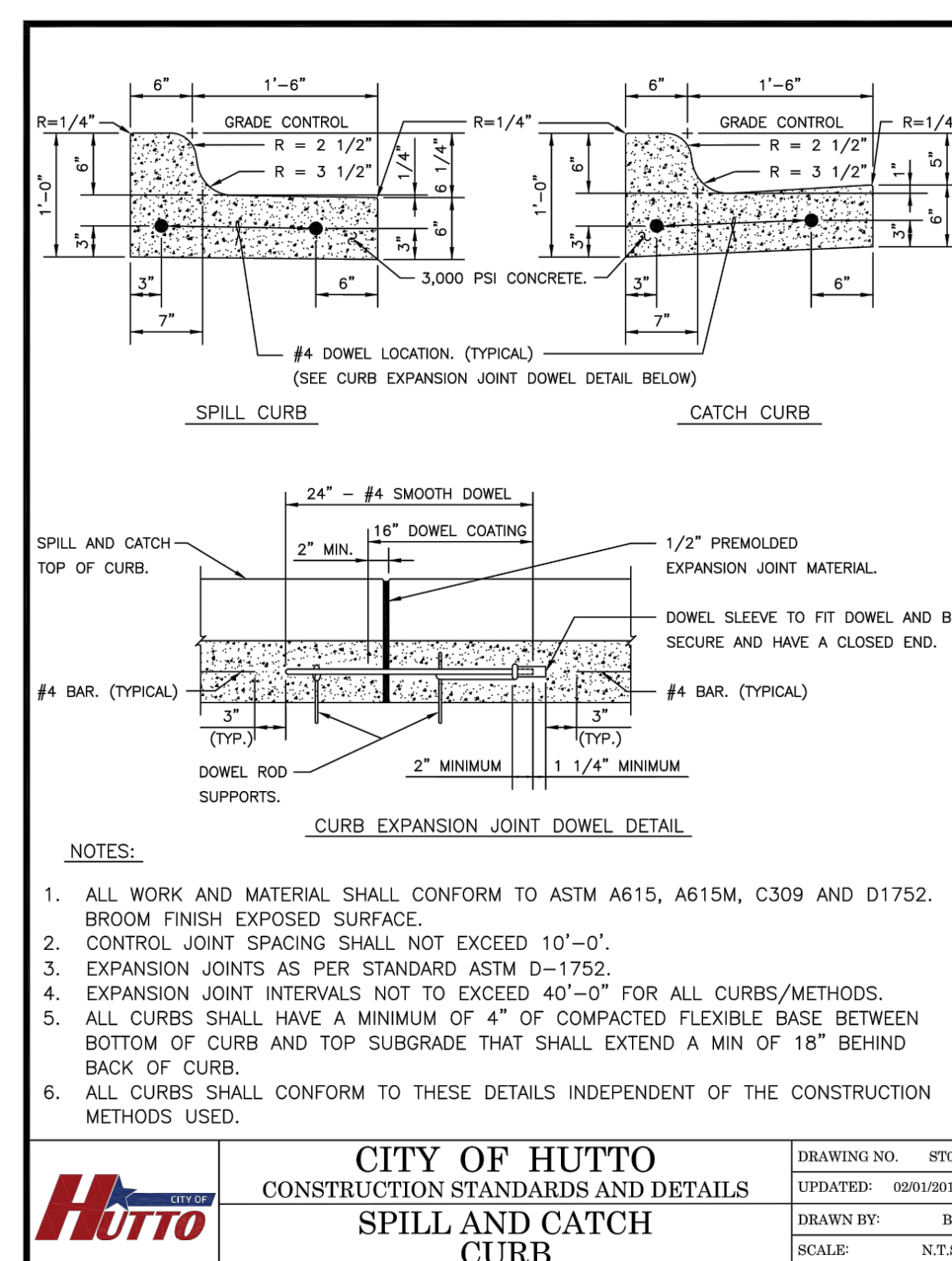
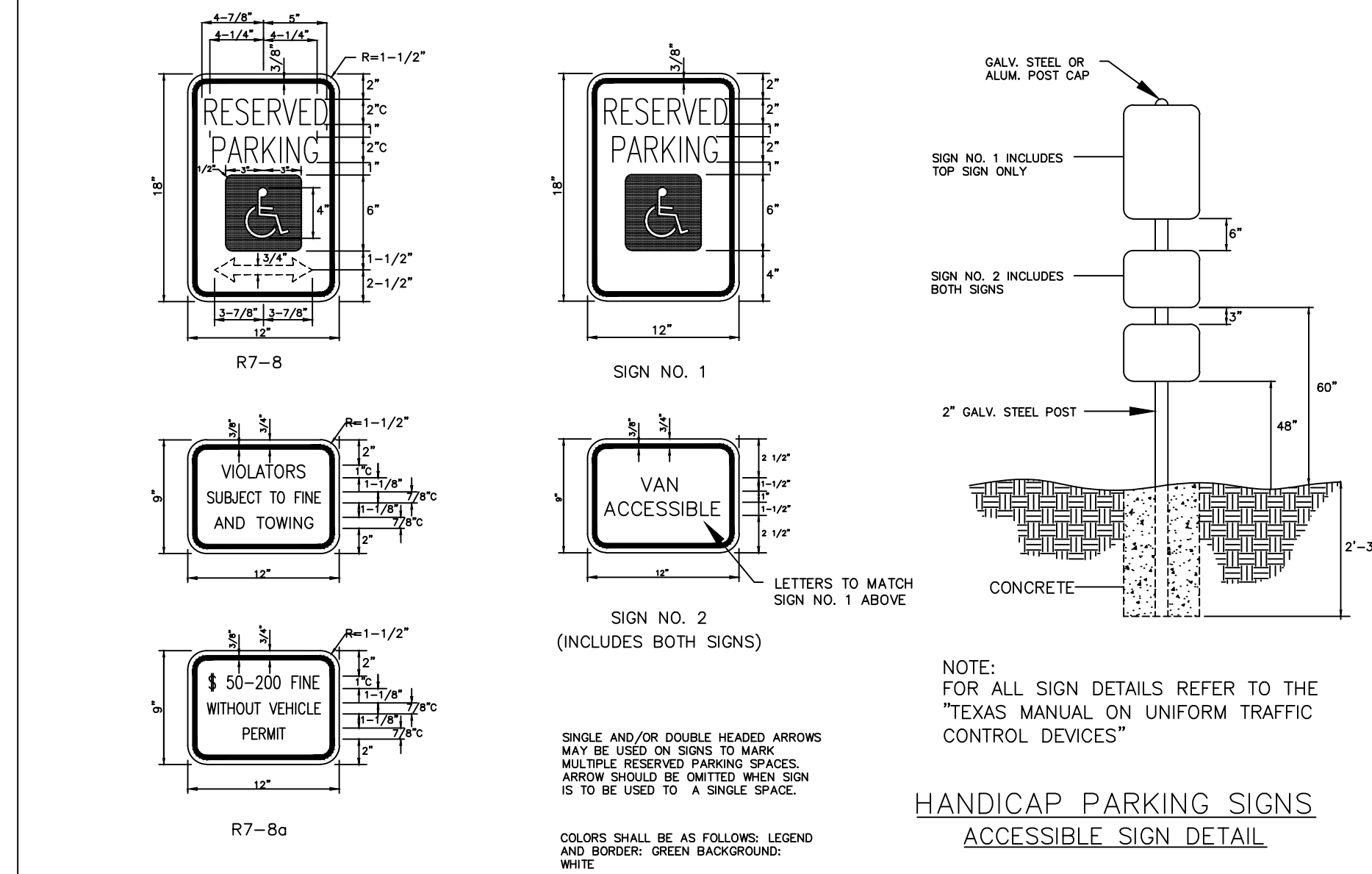
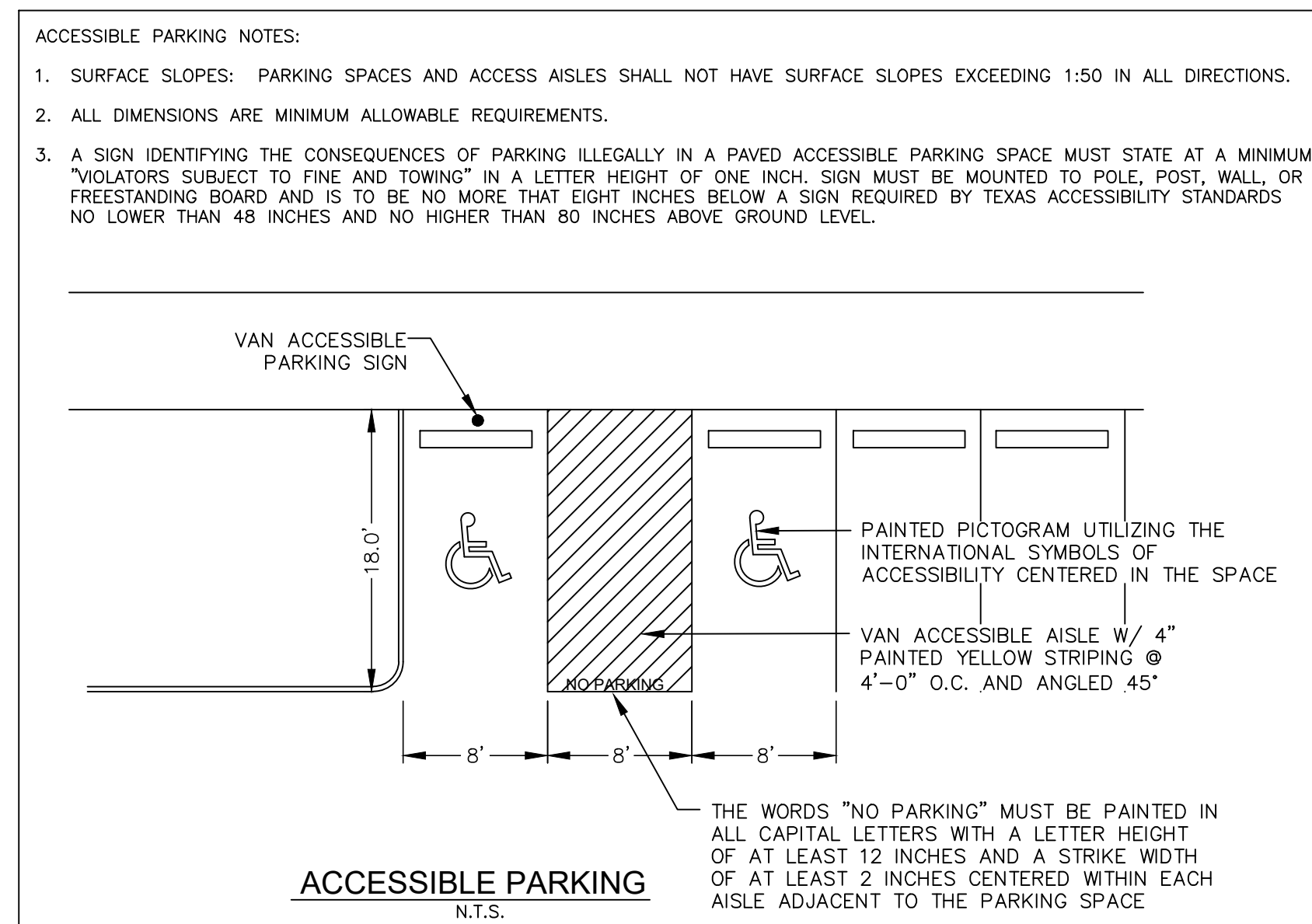
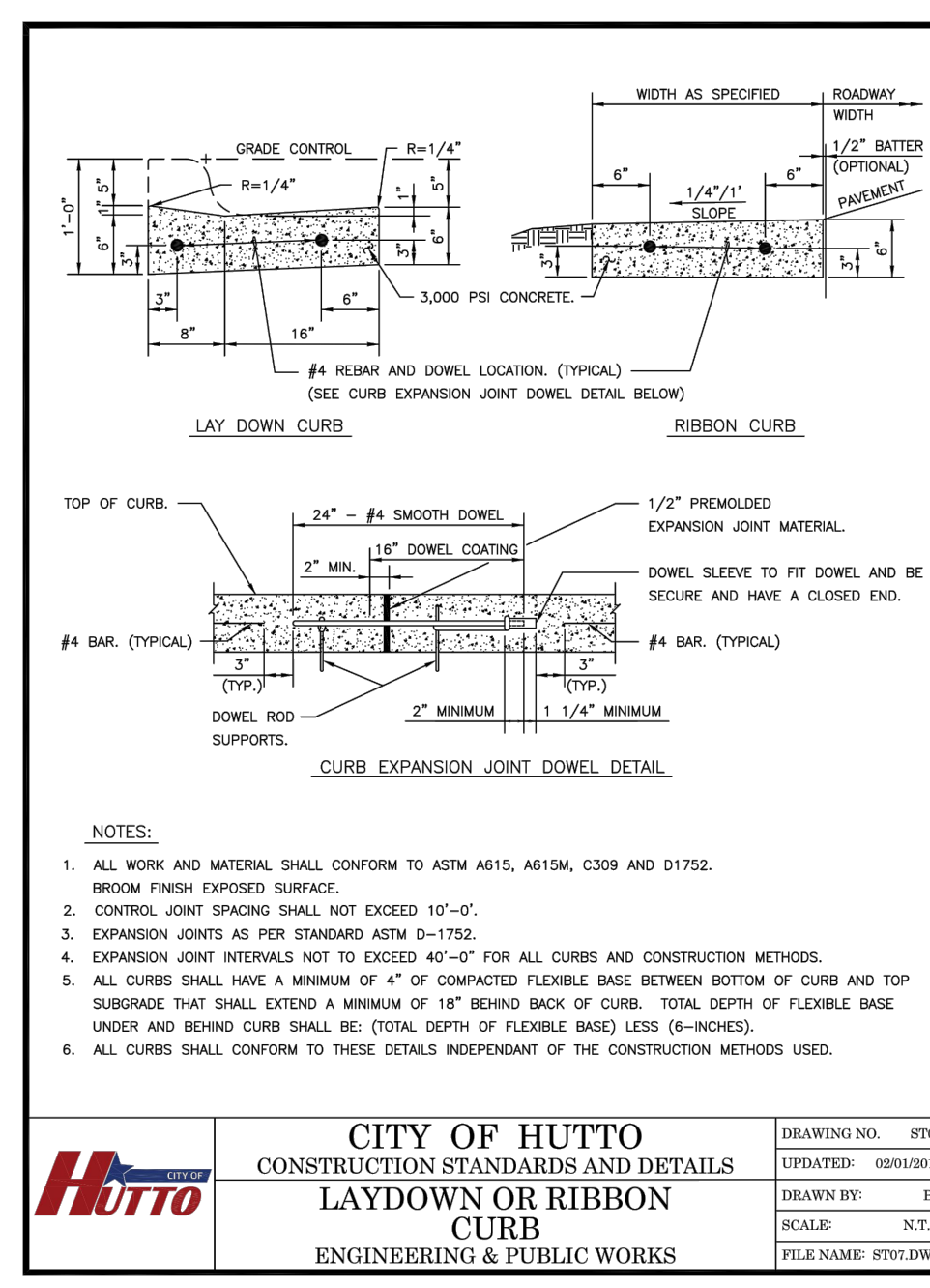
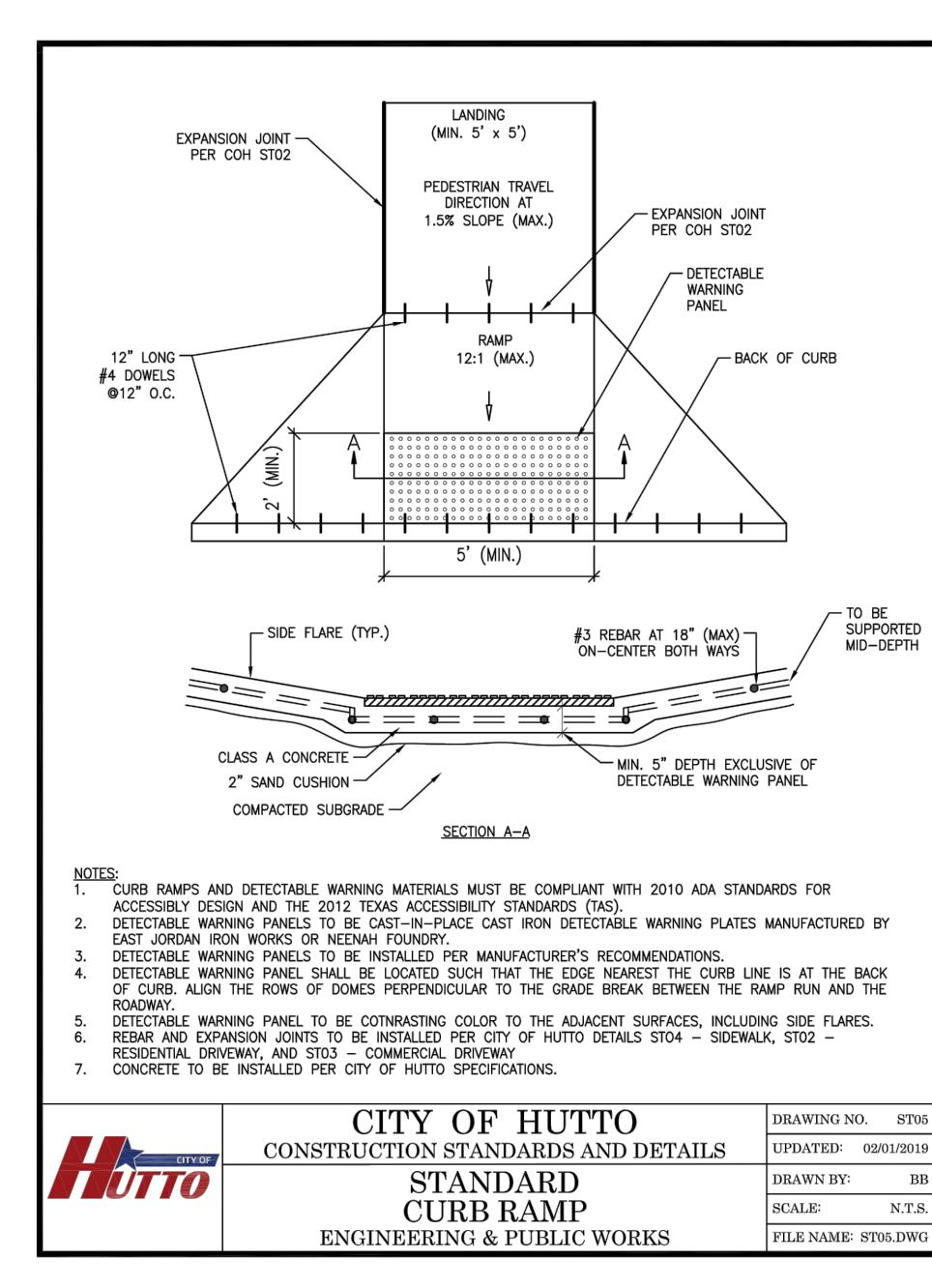
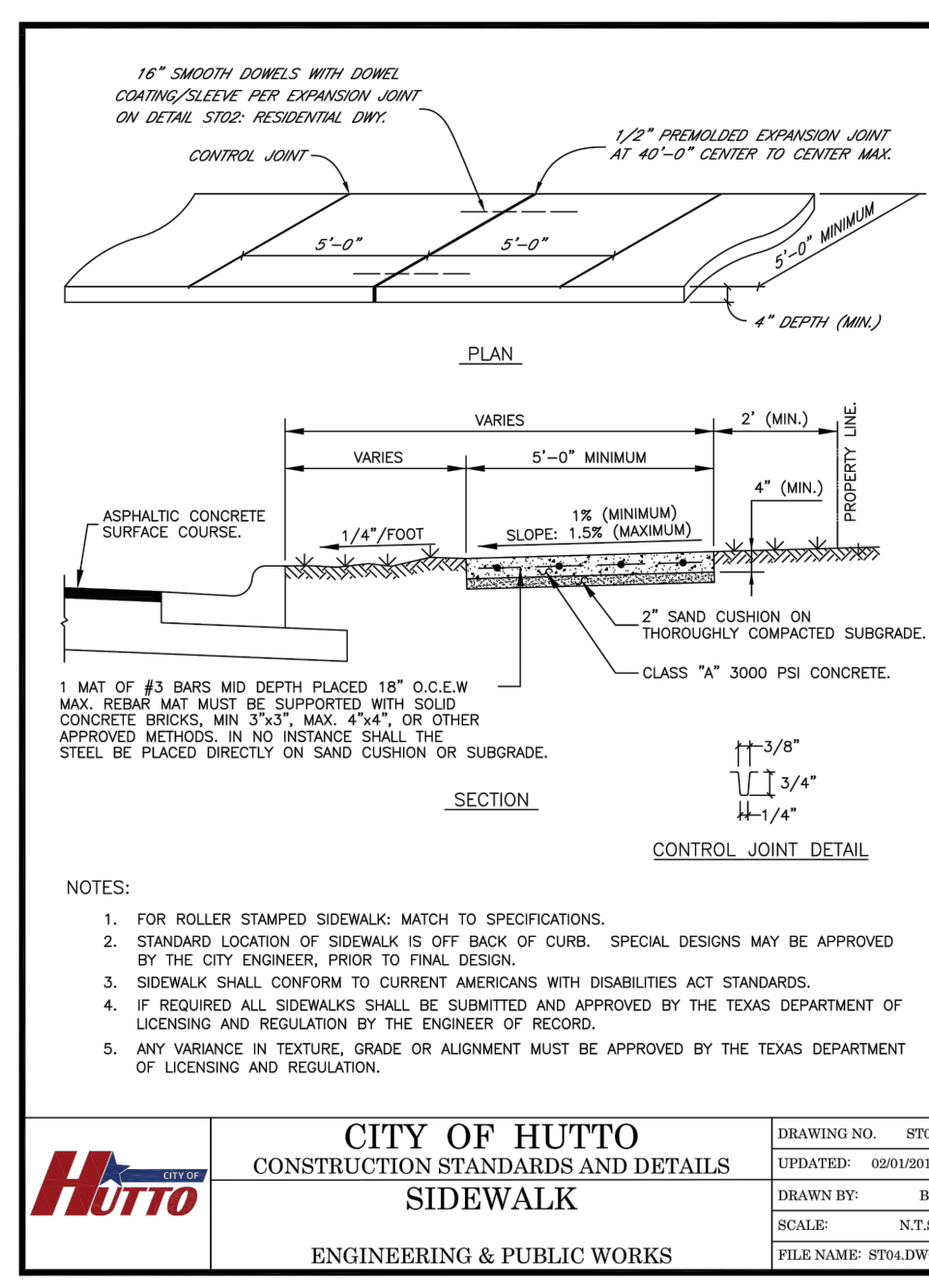
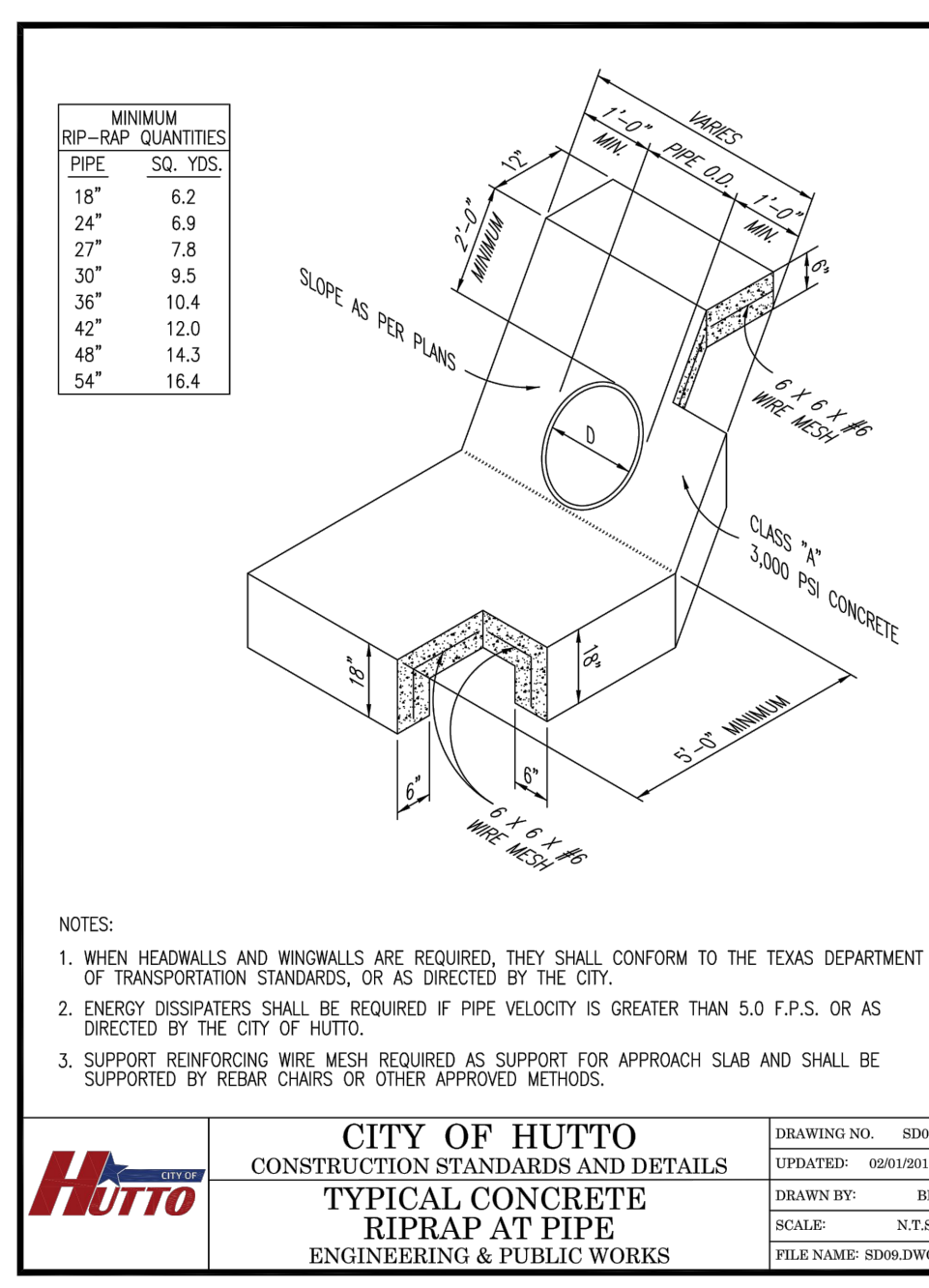
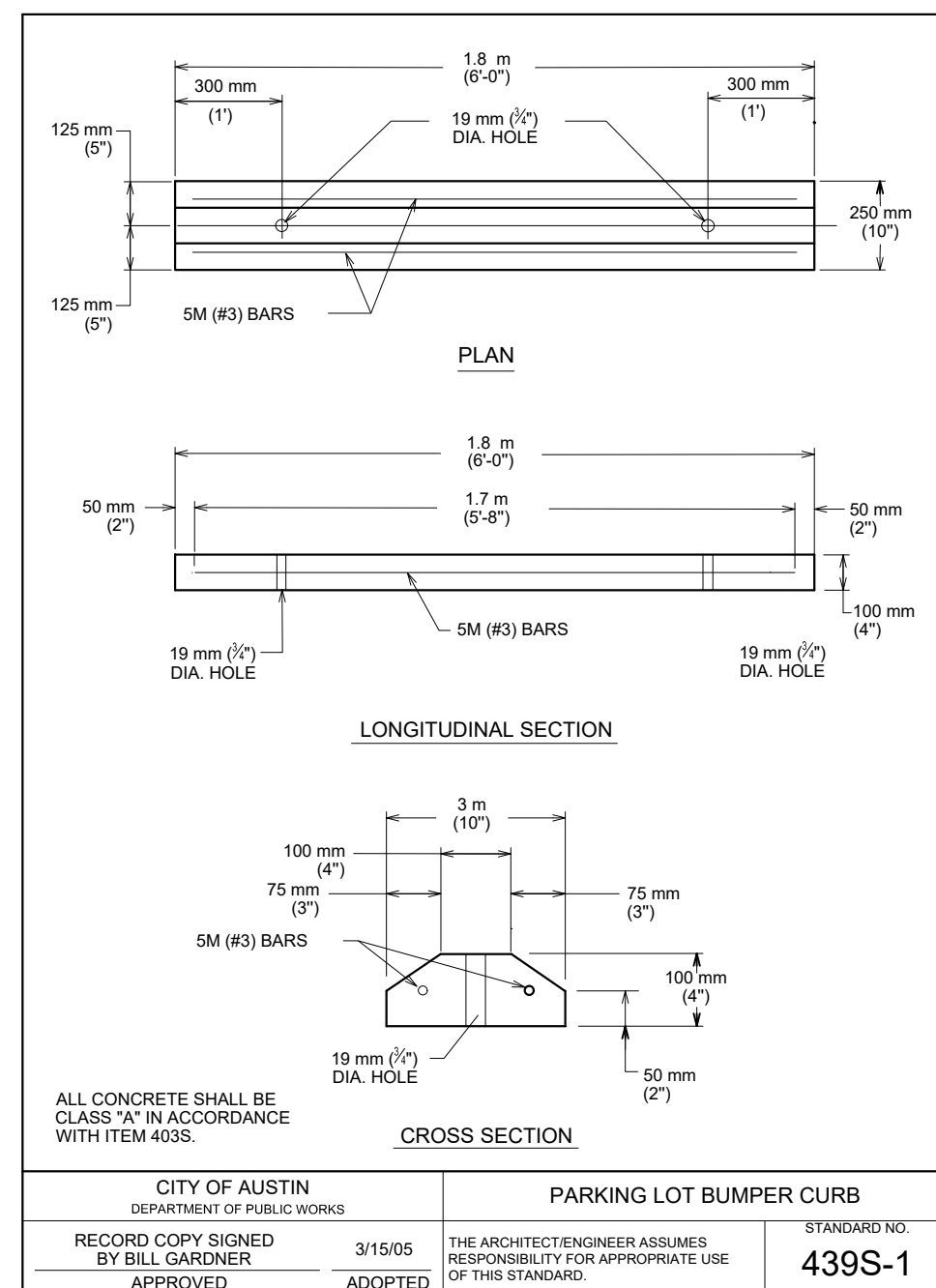
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14 of 23

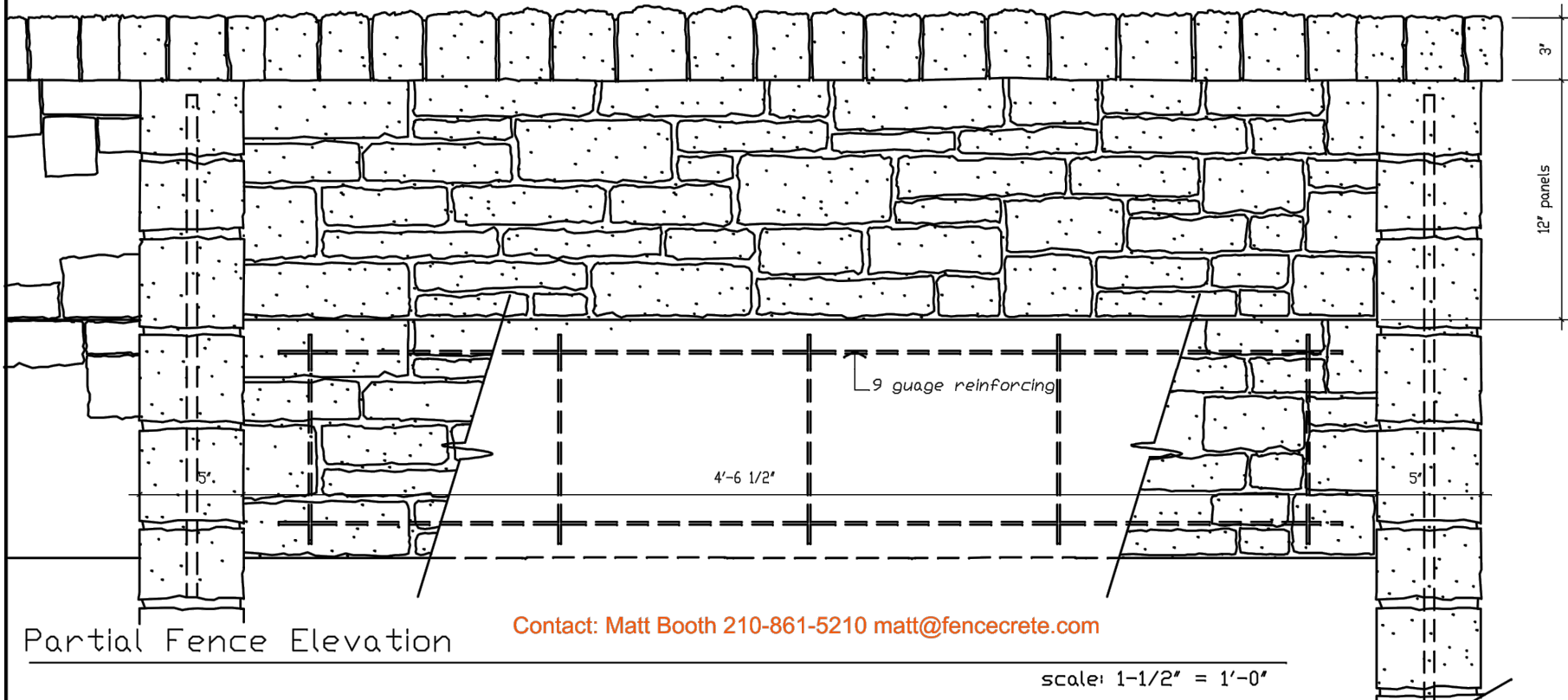






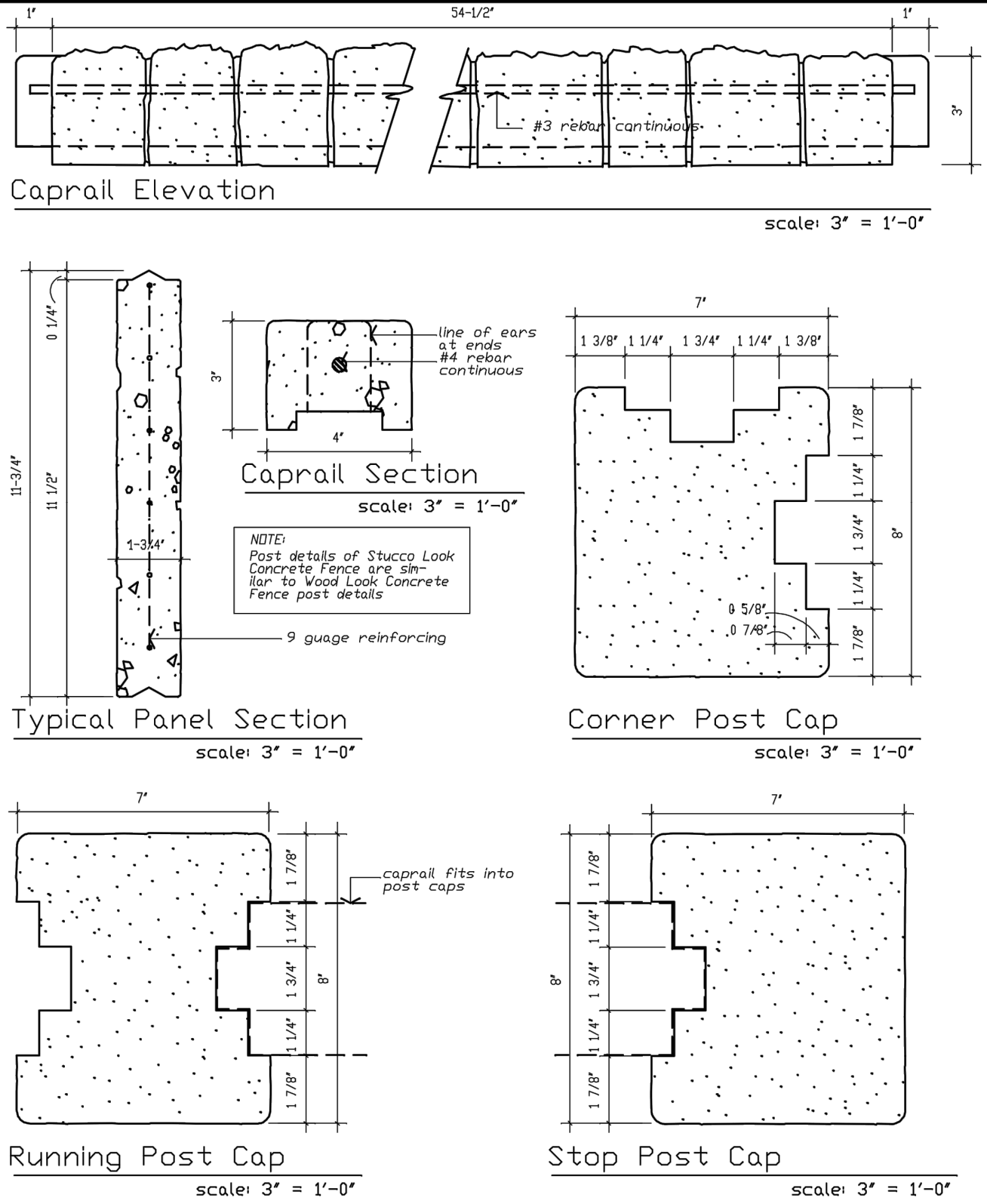


FENCECRETE AMERICA, LTD.  
manufacturers of precast concrete fencing and masonry wall systems  
15089 tradesmen drive san antonio, texas 78249 210-492-7911 800-229-7811 www.fencecrete.com



Rock Look Concrete Fence

Footing 18" diameter, 24" deep  
3000 p.s.i. concrete, varies  
according to local soil conditions



notes:  
The column height can be from 0 to a maximum of 10'-0" - with 8'-0" above grade.  
All concrete shall be 3000 p.s.i.  
All reinforcement shall be ASTM 615 grade 60. Special reinforcement is available upon special order.  
Footing - 2 feet deep footing standard per column, 12" - 18" diameter. Depth and diameter can vary per local soil conditions.  
Texture: All exposed sides have rock-like texture.  
Gates: Shall have additional steel supports adjacent to concrete columns.  
All steel reinforcement is prewelded with steel spacers so as to allow for maximum concrete coverage.  
A special silicone sealant is used to lock the caprail and post caps in place. This sealant requires special tools for removal.

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Fencecrete America, Limited



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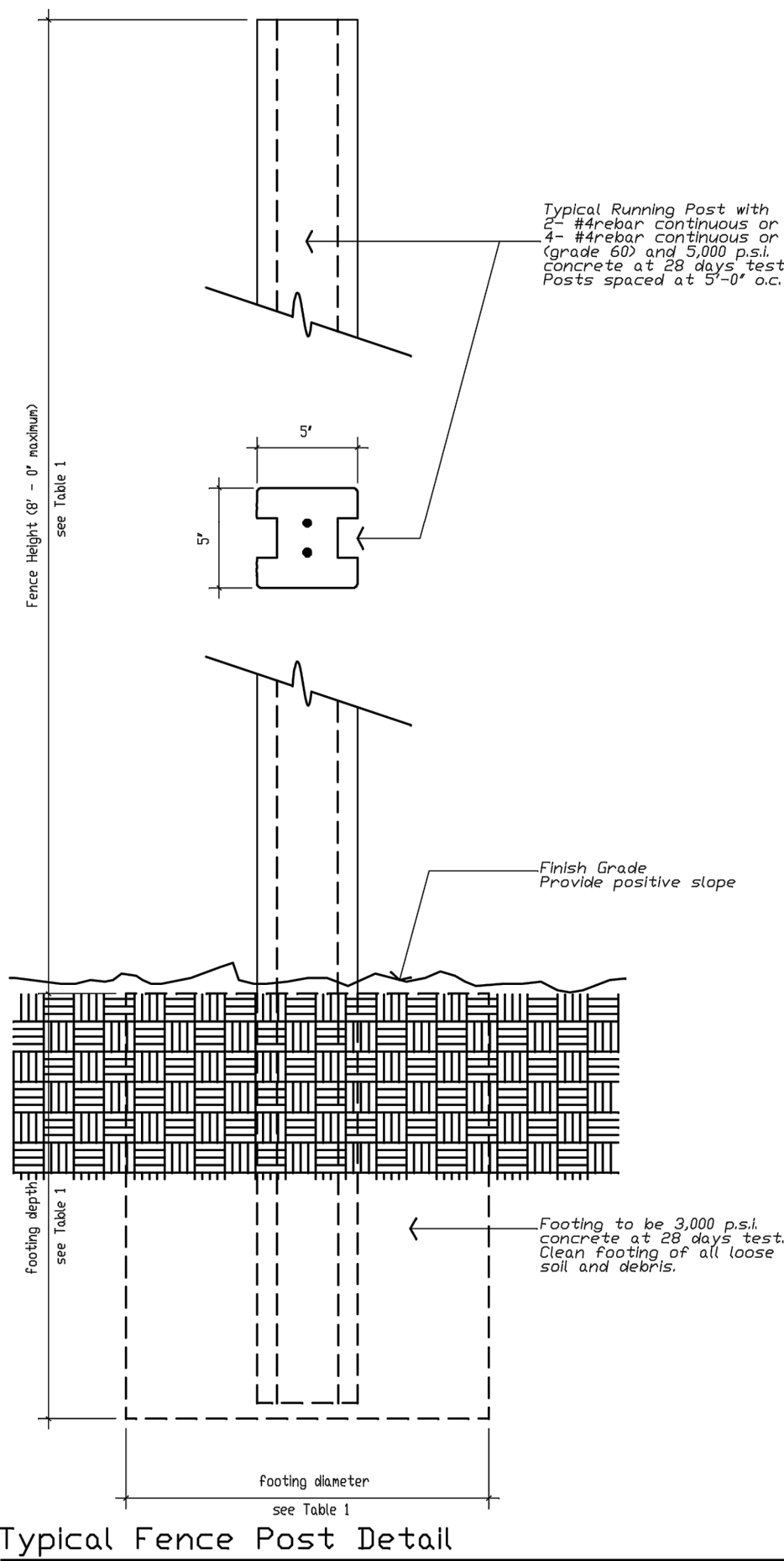
Contact Matt Booth 210-861-5210 matt@fencecrete.com

### Structural Table One

Fence Post Embedment Depths and Footing Diameters for Lateral Load of 15.5 psf  
and Fence Posts Spaced at 5' - 0" o.c. (see detail)

| FENCE<br>HEIGHT<br>(Ft.) | FIRM TO STIFF CLAY<br>0.5 KSF < C < 1.0 KSF |                          | VERY STIFF TO HARD CLAY<br>C > 1.0 KSF |                          | LOOSE SAND<br>20' < q < 32' |                          | DENSE SAND<br>q > 32'  |                          |
|--------------------------|---------------------------------------------|--------------------------|----------------------------------------|--------------------------|-----------------------------|--------------------------|------------------------|--------------------------|
|                          | FOOTING<br>DEPTH (Ft.)                      | FOOTING<br>DIAMETER (in) | FOOTING<br>DEPTH (Ft.)                 | FOOTING<br>DIAMETER (in) | FOOTING<br>DEPTH (Ft.)      | FOOTING<br>DIAMETER (in) | FOOTING<br>DEPTH (Ft.) | FOOTING<br>DIAMETER (in) |
| 4                        | 2.0                                         | 12                       | 2.0                                    | 12                       | 3.0                         | 12                       | 2.5                    | 12                       |
| 5                        | 2.0                                         | 12                       | 2.0                                    | 12                       | 3.5                         | 18                       | 3.5                    | 12                       |
| 6                        | 2.5                                         | 12                       | 2.0                                    | 12                       | 4.0                         | 18                       | 3.5                    | 18                       |
| 7                        | 3.0                                         | 18                       | 3.0                                    | 12                       | 4.5                         | 18                       | 4.0                    | 18                       |
| 8                        | 3.5                                         | 18                       | 3.0                                    | 18                       | 4.5                         | 18                       | 4.0                    | 18                       |

Typical Fence Post Detail  
with Structural Table One



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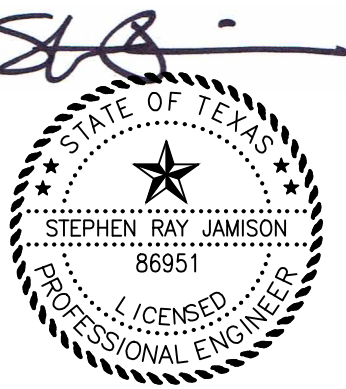
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EL POLLO RICO RESTAURANT - HUTTO

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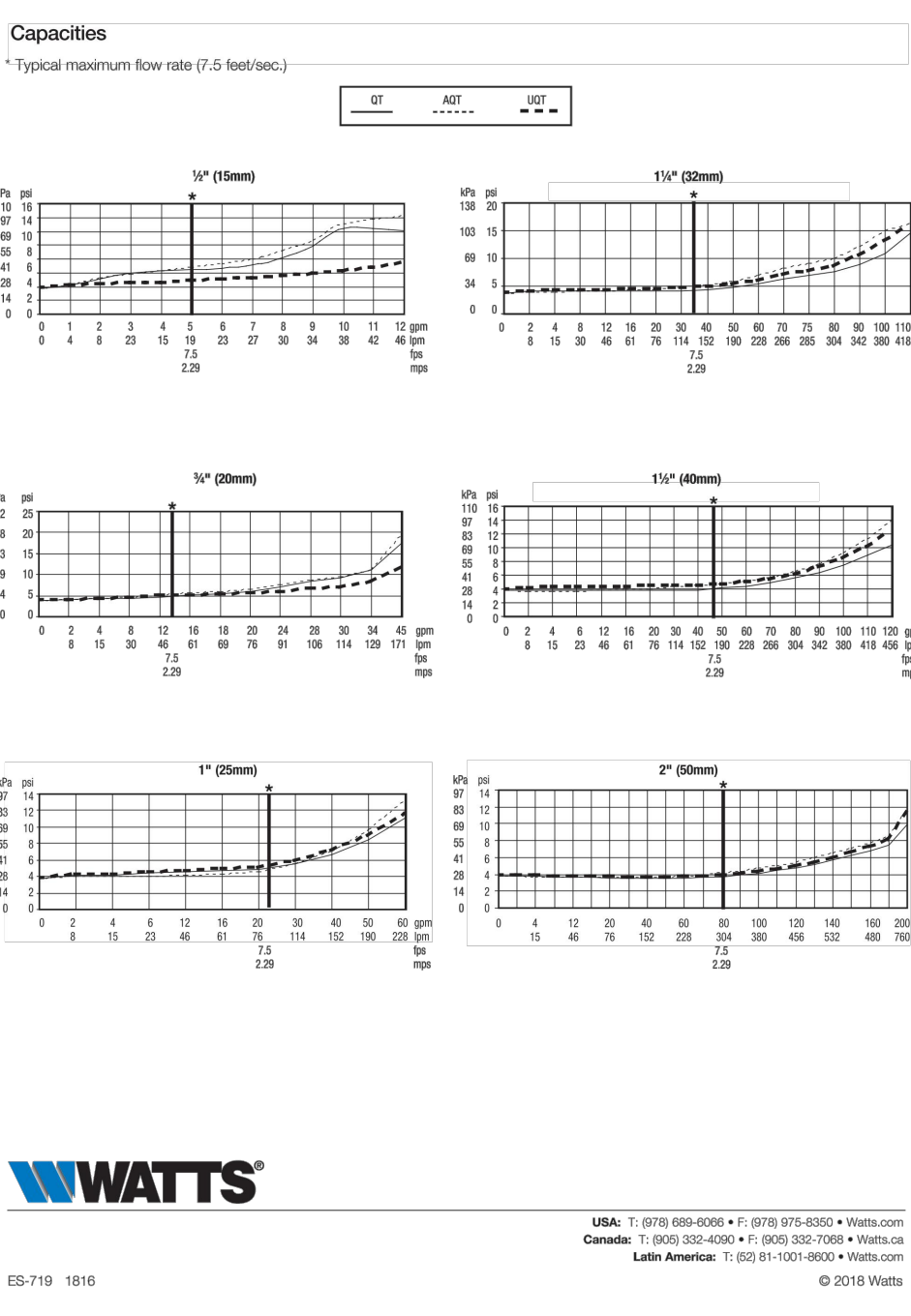
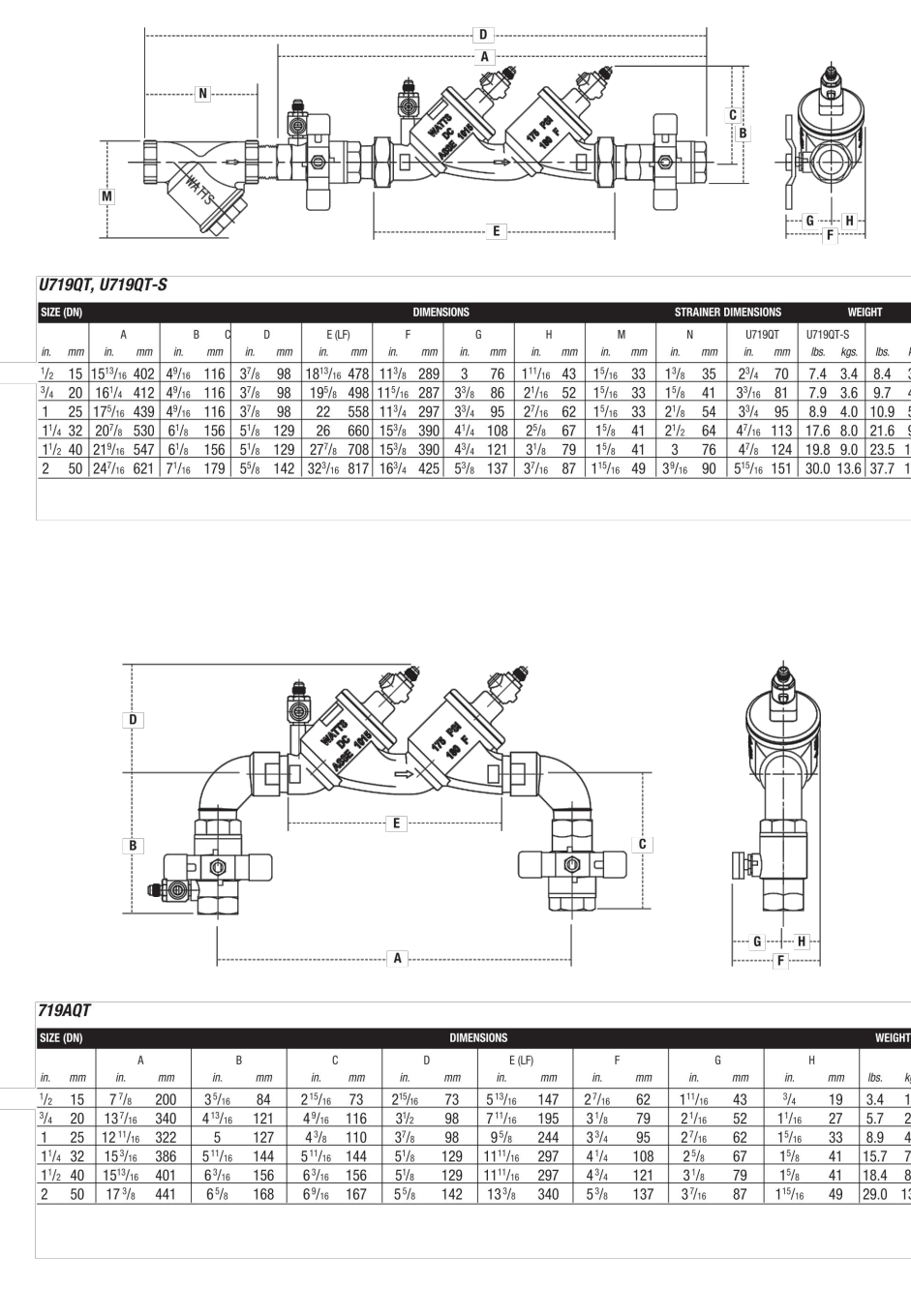
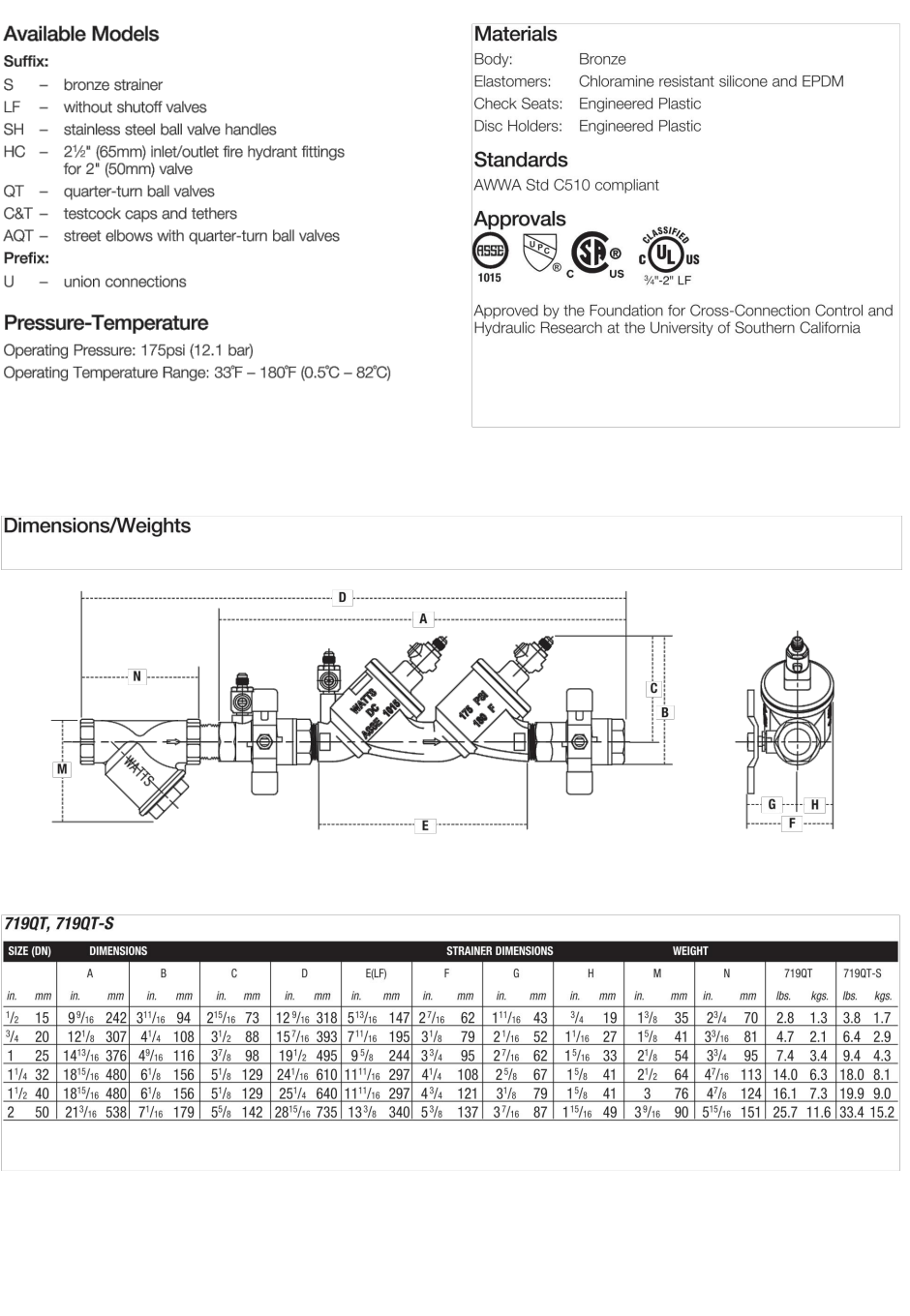
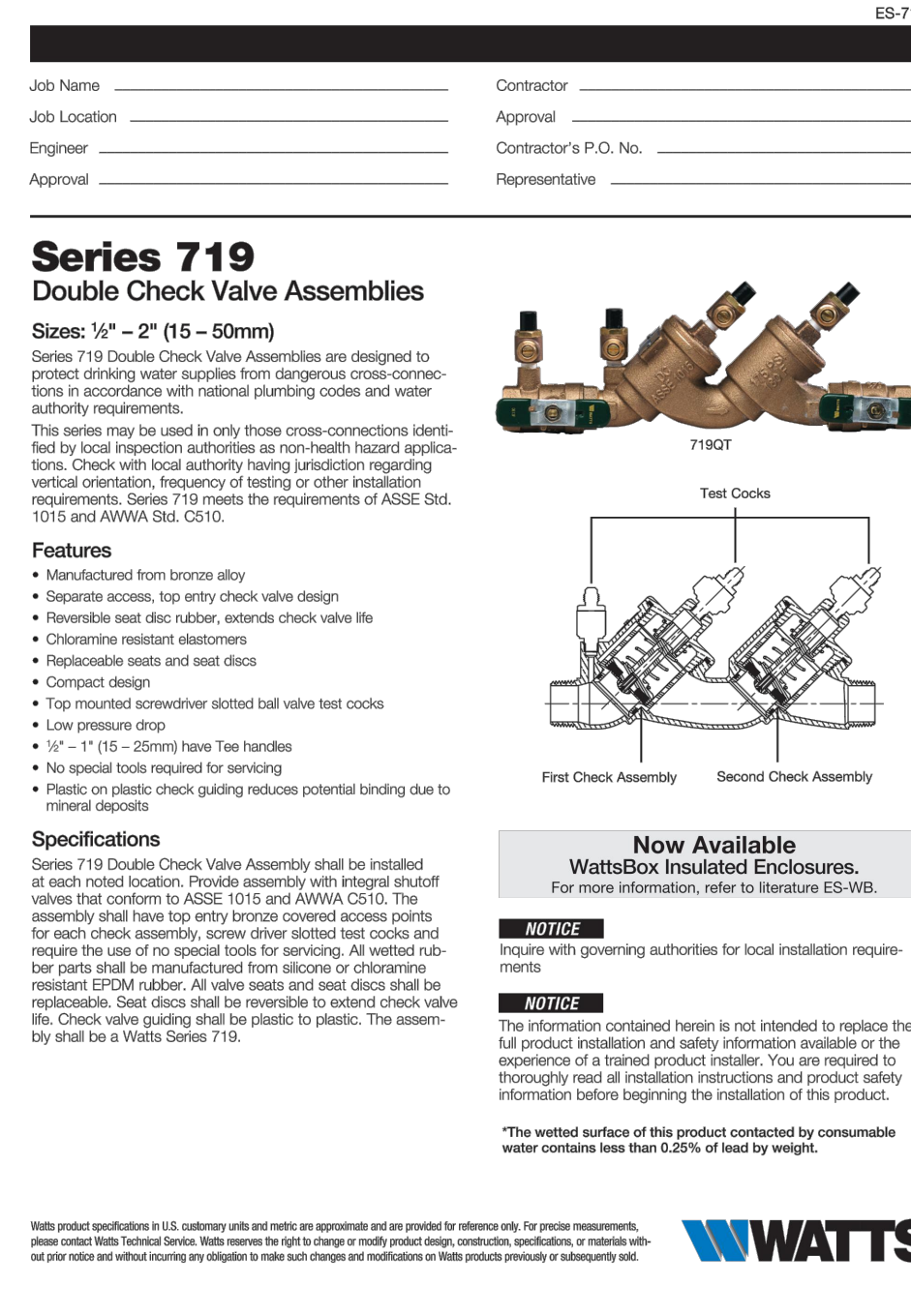
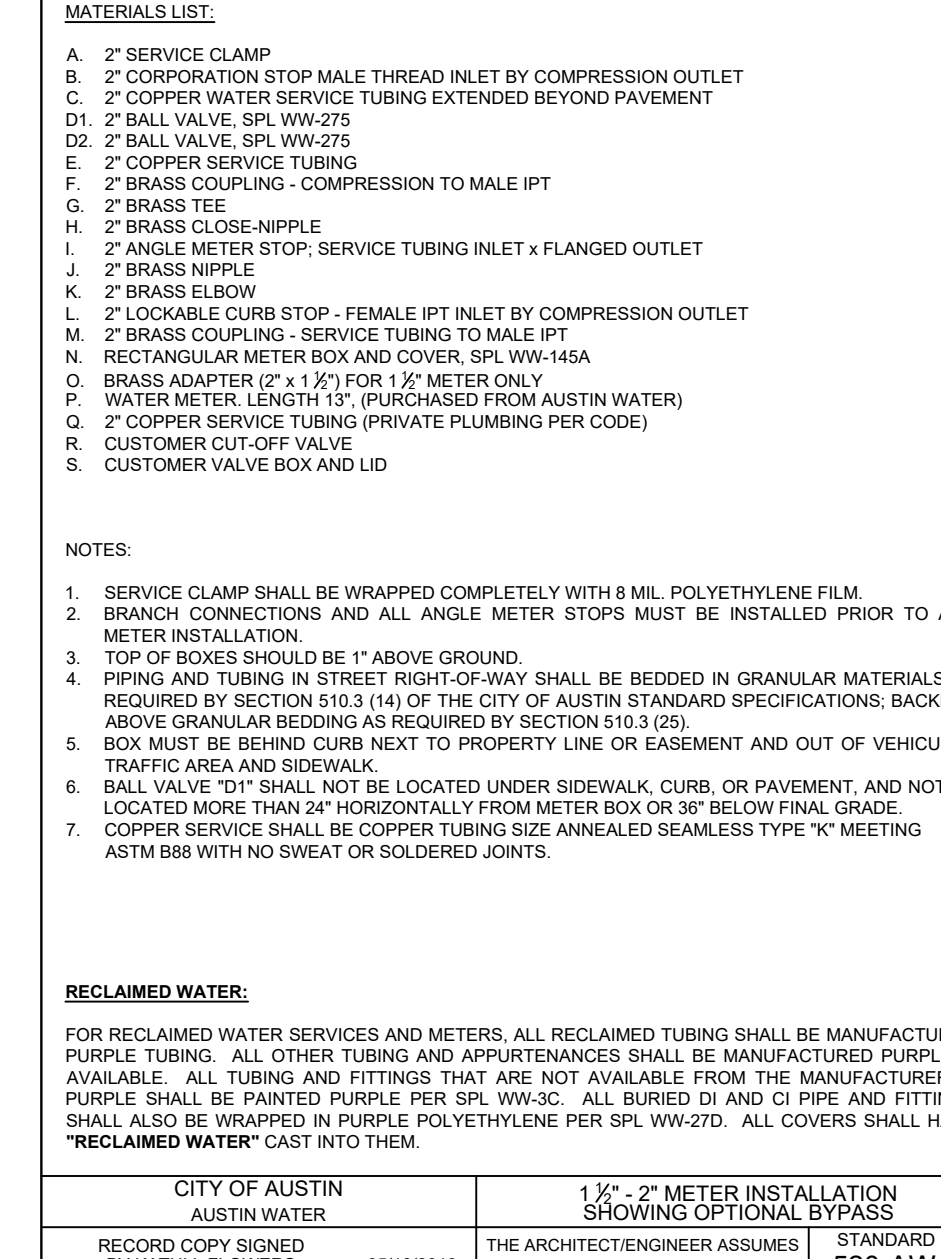
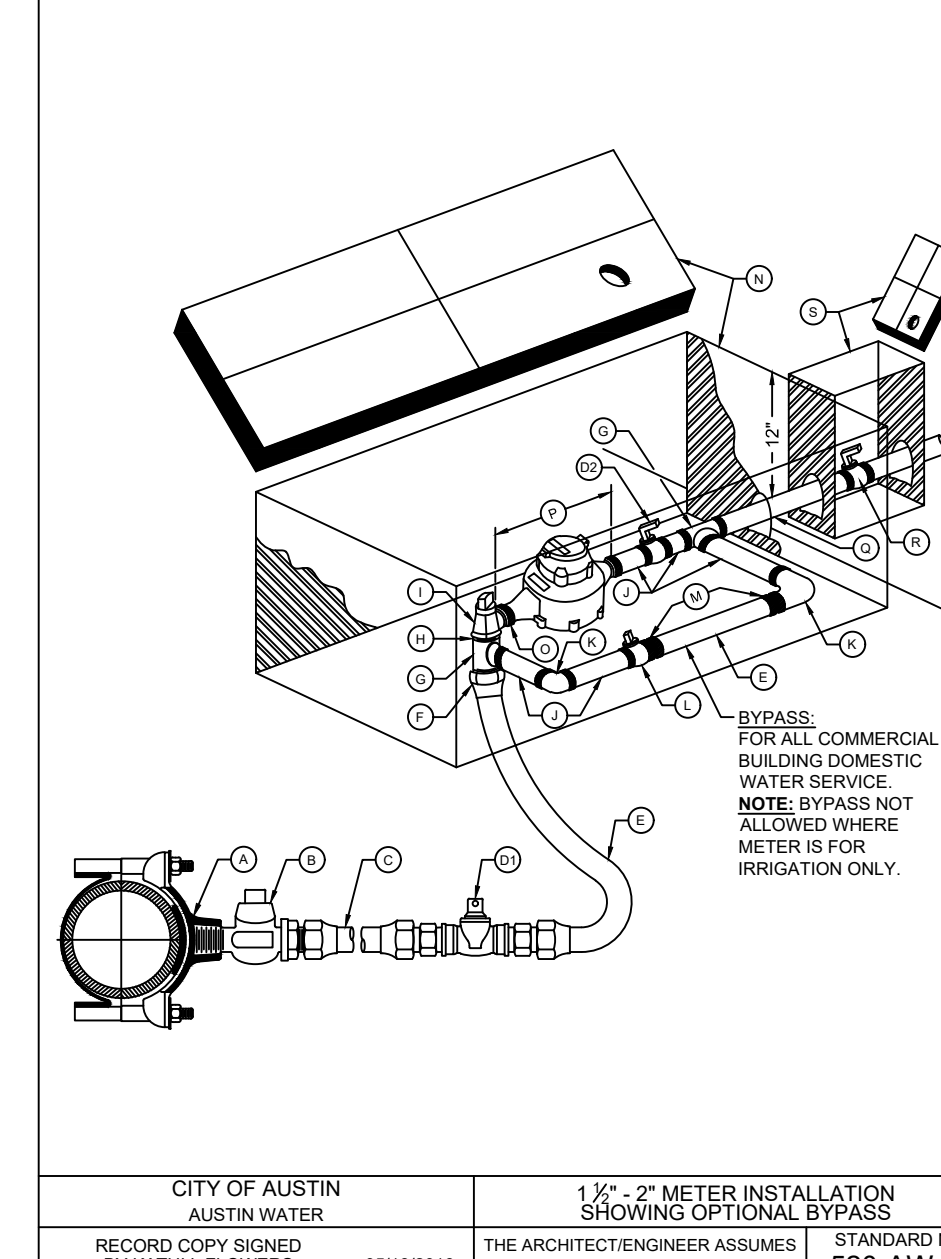
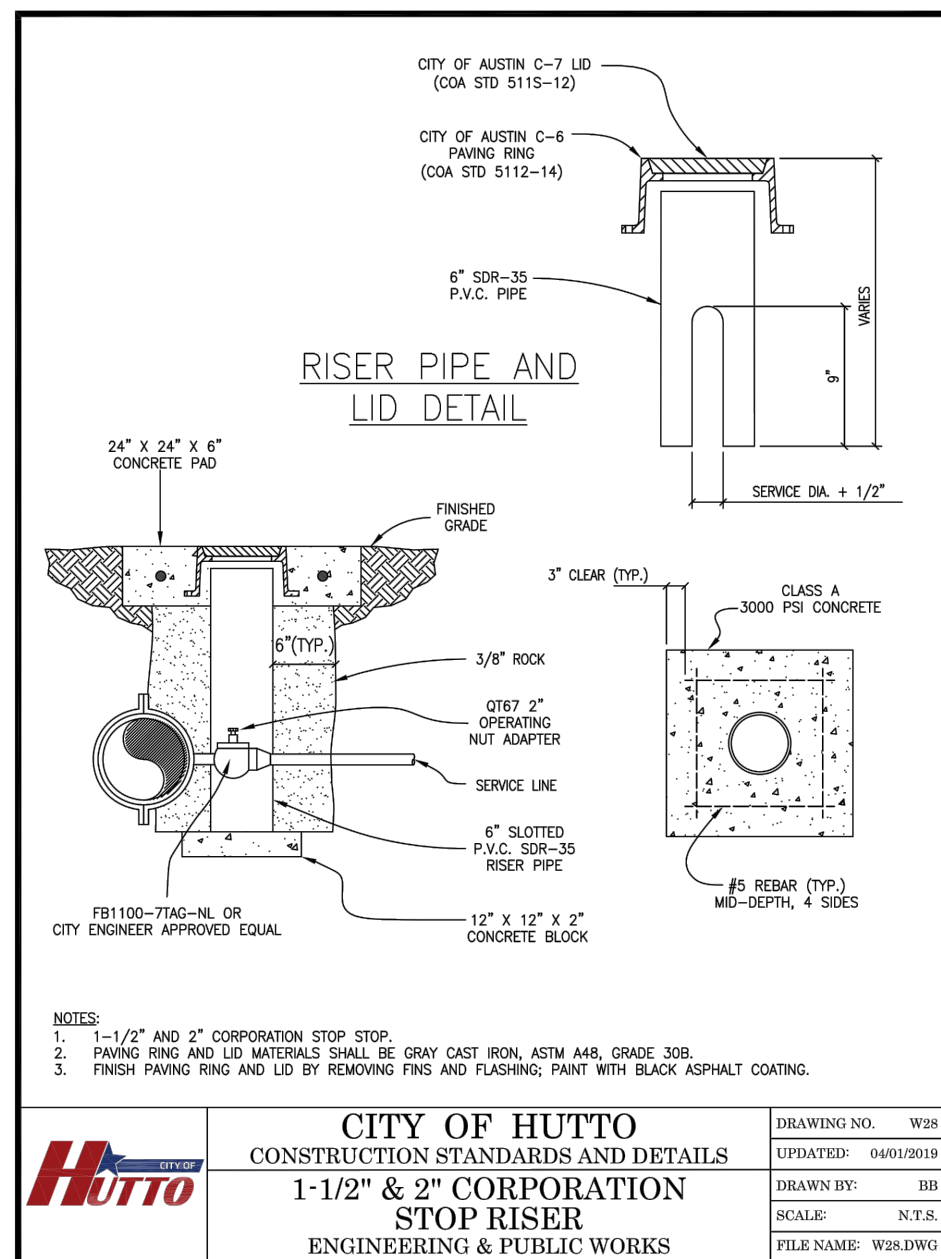
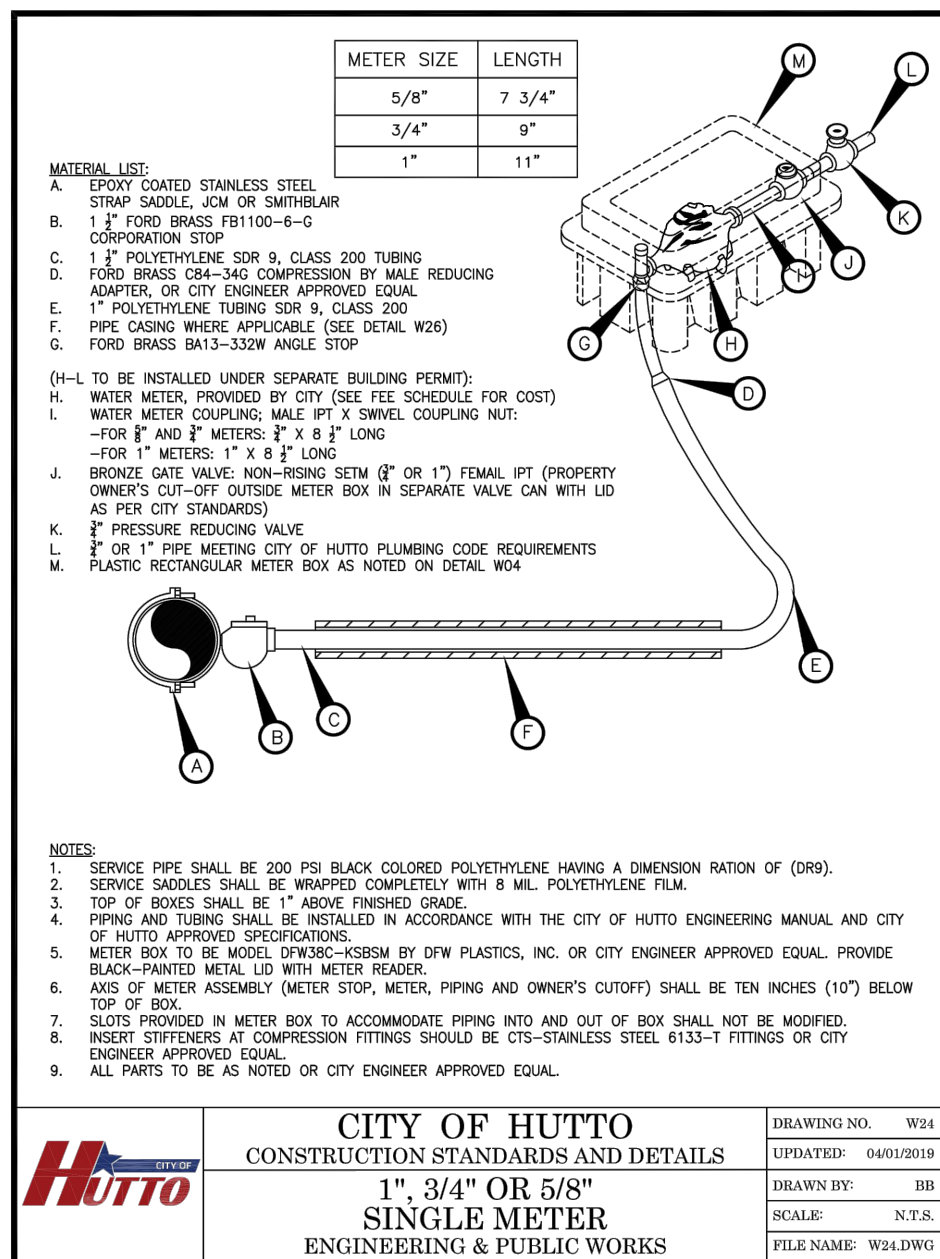
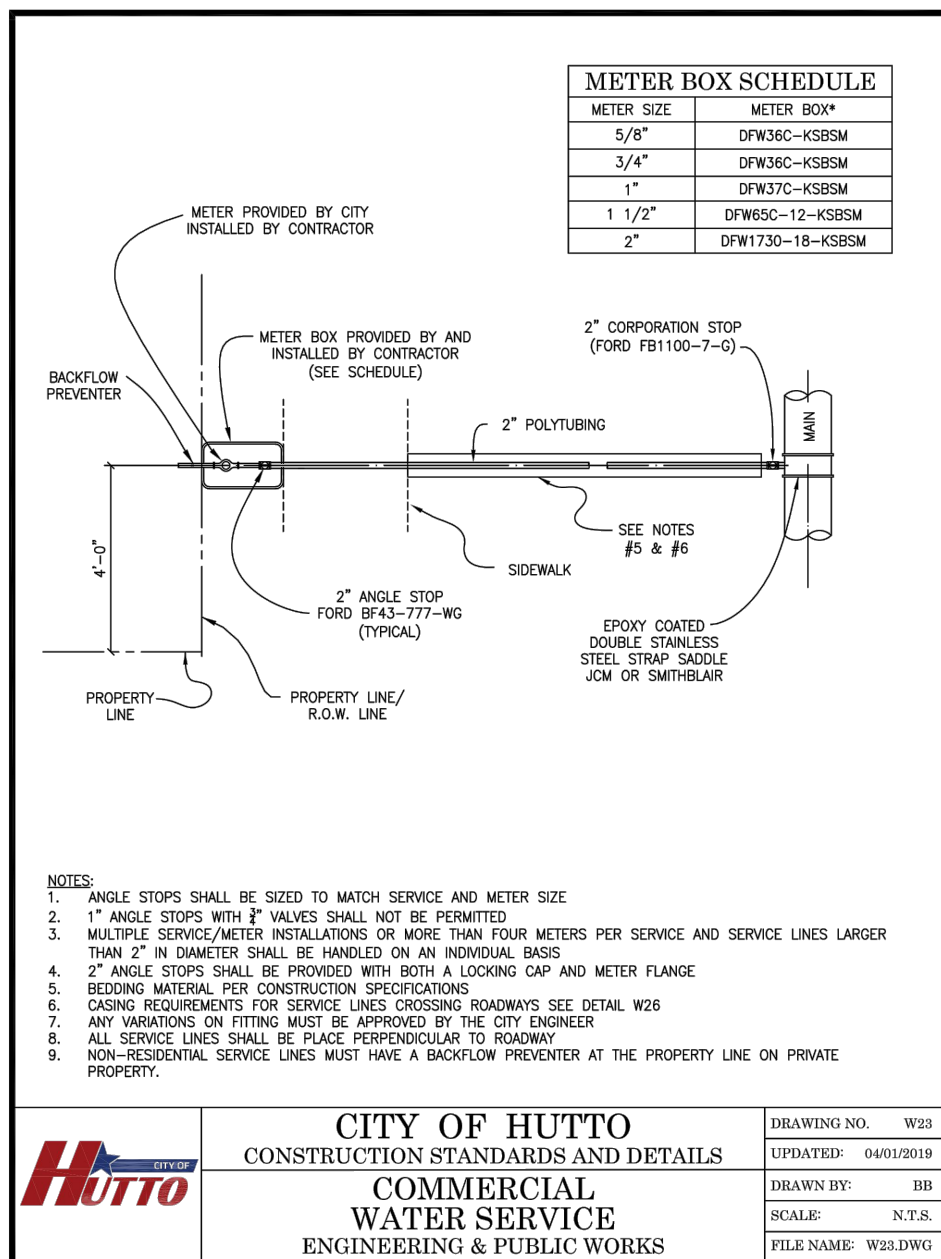
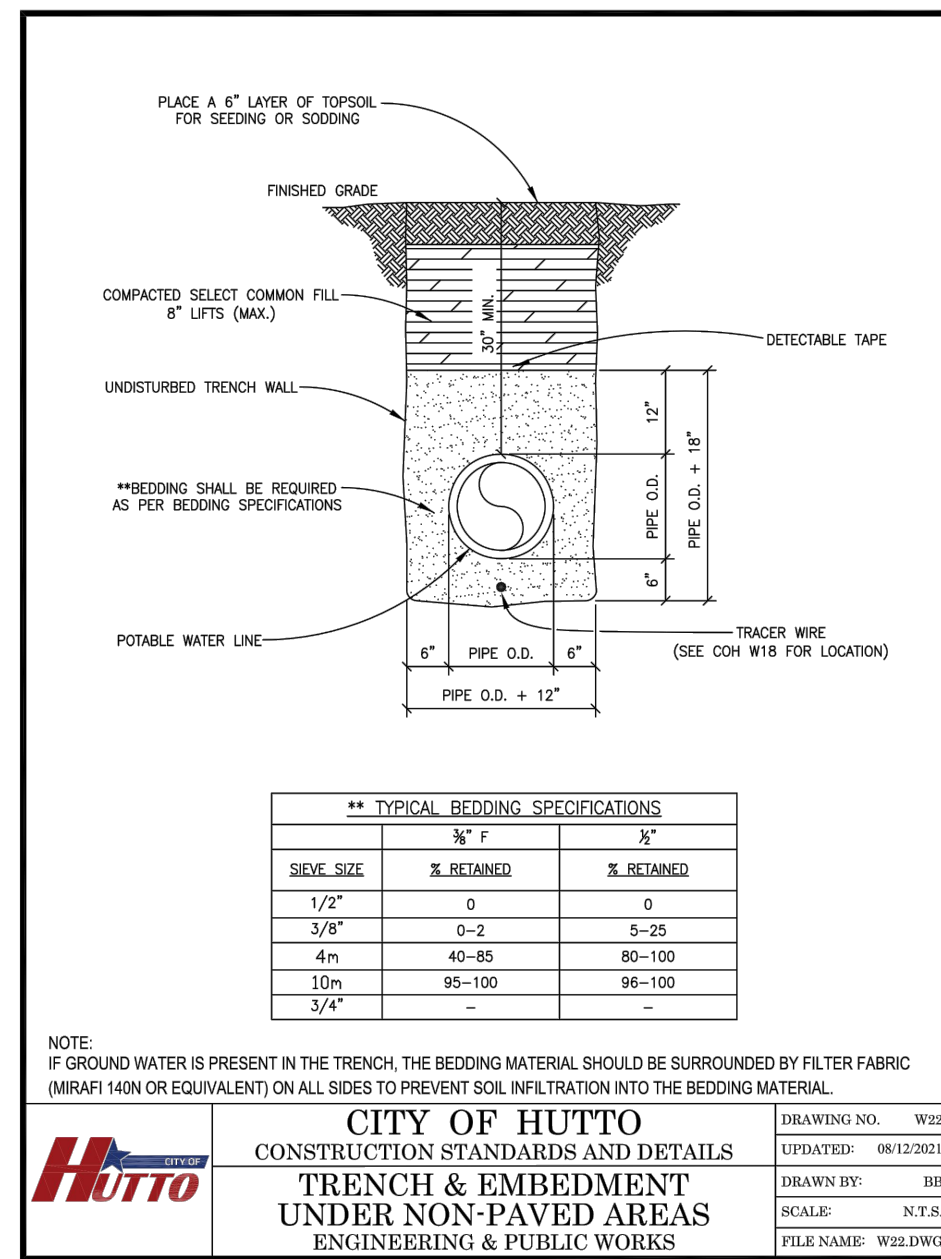
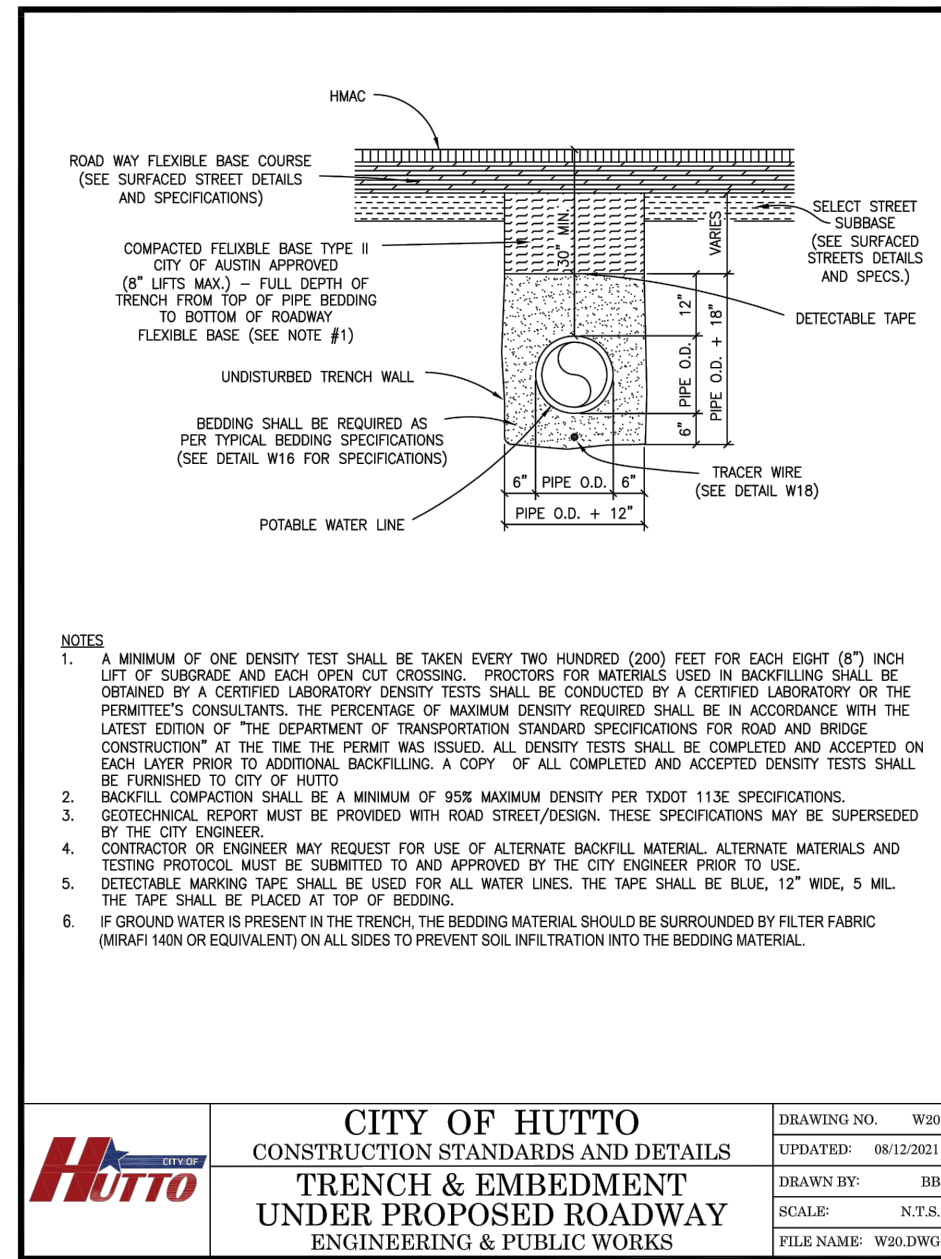
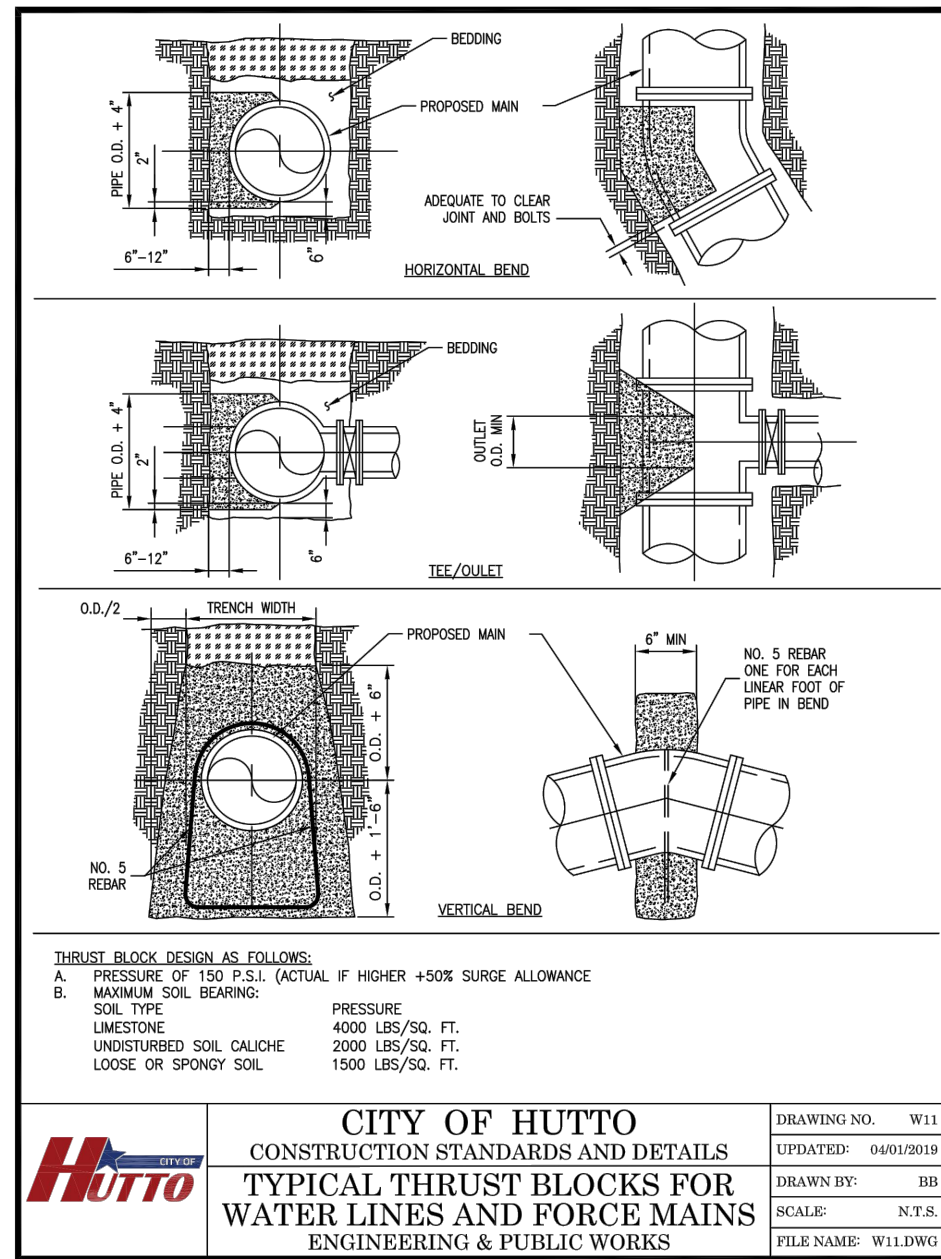
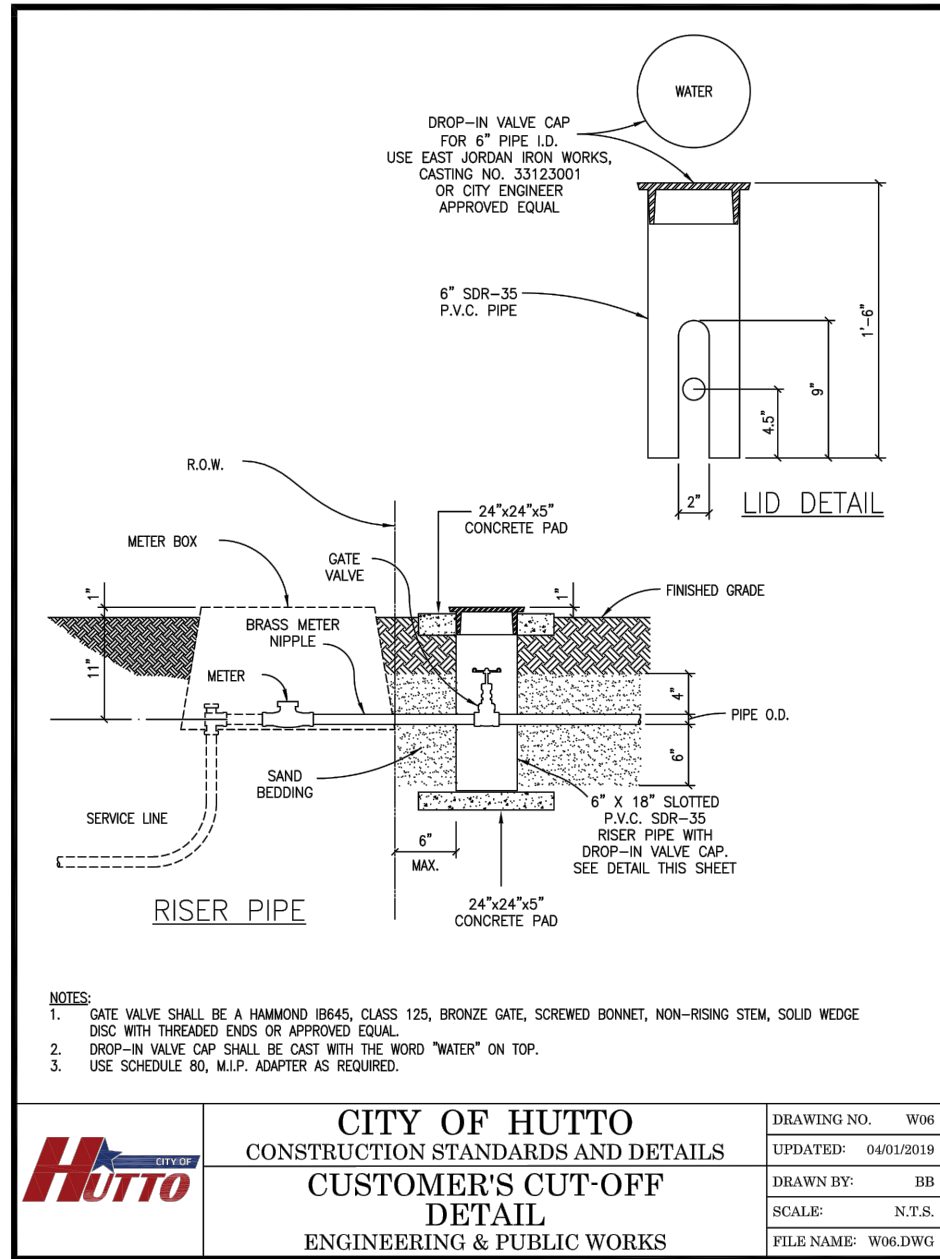
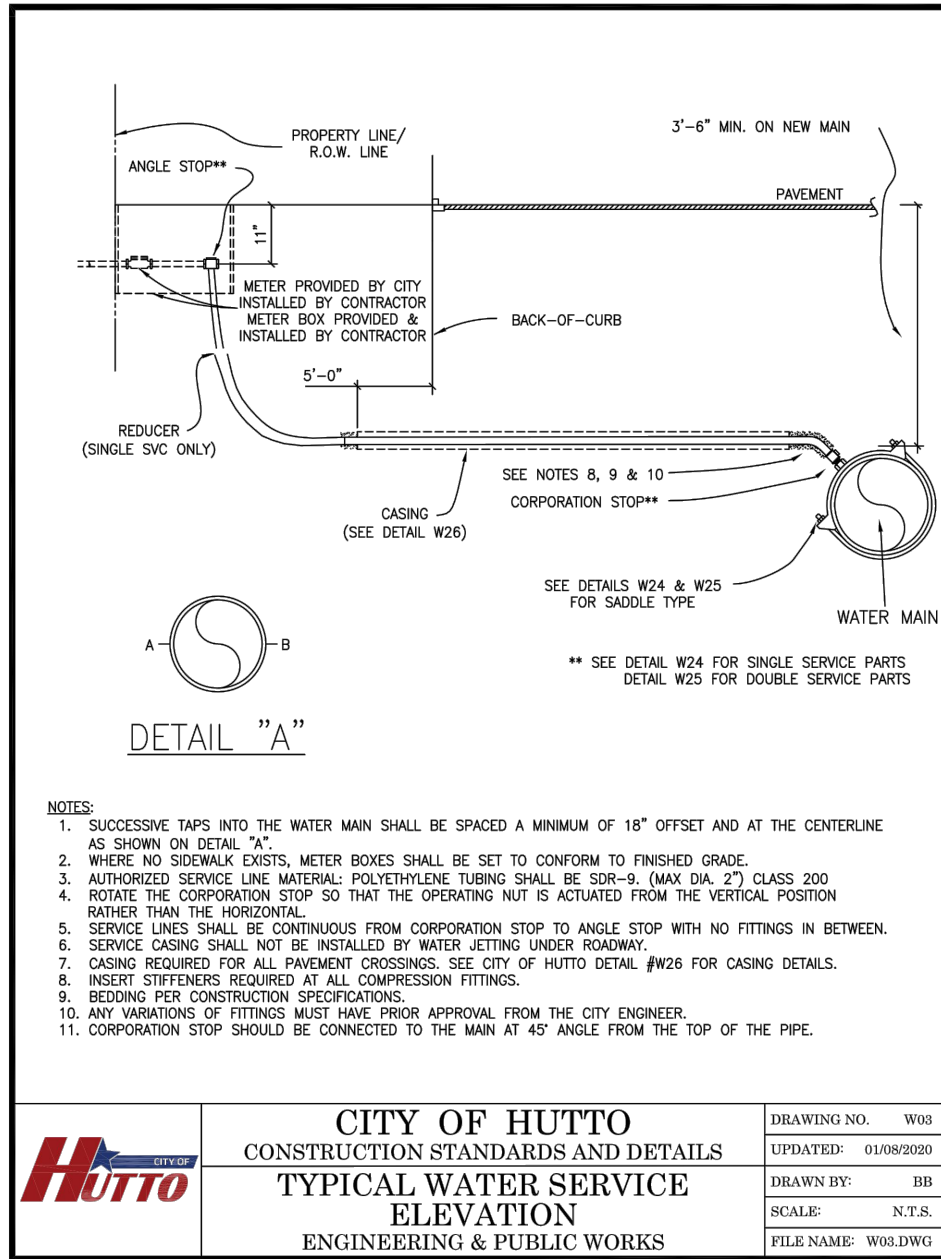


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| File: EL POLLO RICO.DWG | Job No. | Snapshot: | Scale (Hor.):  | Scale (Vert.):  | Drawn By: MM |
|                         |         |           | Date: 10/10/22 | Checked By: SRJ |              |
|                         |         |           | Revision 1:    |                 |              |
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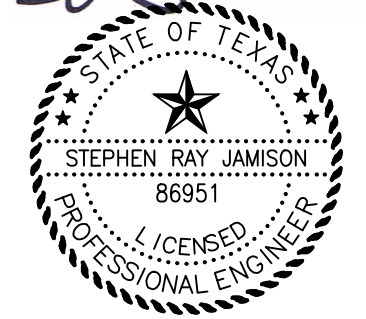




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GENERAL DETAILS  
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HUTTO, TEXAS 78634

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File: EL POLLO RICO DWG/PLANS/DETAILS.DWG  
Job No. \_\_\_\_\_  
Scale (Hor.): \_\_\_\_\_  
Scale (Vert.): \_\_\_\_\_  
Date: 10/10/22  
Checked By: SRJ  
Drawn By: MM  
Revision 1: \_\_\_\_\_  
Revision 2: \_\_\_\_\_  
Revision 3: \_\_\_\_\_  
Revision 4: \_\_\_\_\_

Received 3/16/2023



**CAUTION!!!**  
CONTRACTOR SHALL LOCATE ANY ALL EXISTING UTILITIES PRIOR TO ANY SITE WORK, BOTH HORIZONTALLY AND VERTICALLY. THE DESIGN ENGINEER WILL NOT BE RESPONSIBLE FOR DAMAGES TO ANY EXISTING UTILITIES OR FOR ANY CONFLICTS THAT MAY ARISE DUE TO ANY UTILITIES NOT PROPERLY LOCATED.

**SHEET**  
17 of 23



Received 3/16/2023



CAUTION!!!  
CONTRACTOR SHALL LOCATE ANY/ALL EXISTING UTILITIES PRIOR TO ANY SITE WORK, (BOTH HORIZONTALLY AND VERTICALLY). THE DESIGN ENGINEER WILL NOT BE RESPONSIBLE FOR DAMAGES TO ANY EXISTING UTILITIES OR FOR ANY CONFLICTS THAT MAY ARISE DUE TO ANY UTILITIES NOT PROPERLY LOCATED.

File: EL POLLO RICO DWG\PLANS\DETAILS.DWG

|             |           |               |                |             |           |
|-------------|-----------|---------------|----------------|-------------|-----------|
| Job No.     | Snapshot: | Scale (Hor.): | Scale (Vert.): | Checked By: | Drawn By: |
|             |           |               |                | SRJ         | MM        |
| Date:       | 10/10/22  | Checked By:   | SRJ            | Drawn By:   | MM        |
| Revision 1: |           |               |                |             |           |
| Revision 2: |           |               |                |             |           |
| Revision 3: |           |               |                |             |           |
| Revision 4: |           |               |                |             |           |

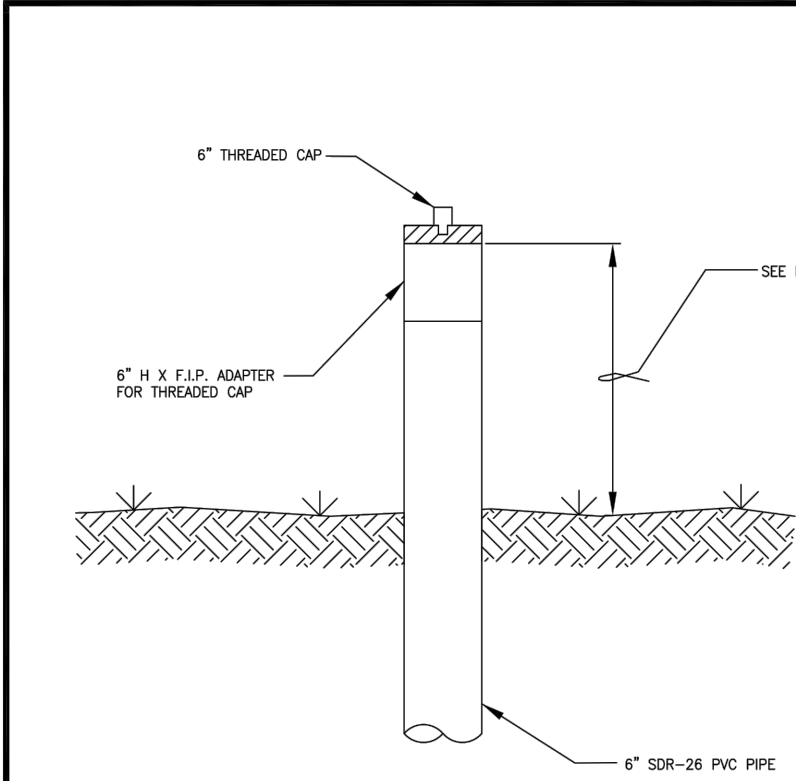
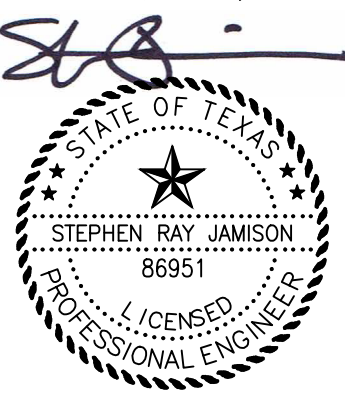
SHEET  
18 of 23

EL POLLO RICO RESTAURANT - HUTTO  
GENERAL DETAILS  
ED SCHIMIDT BLVD.  
HUTTO, TEXAS 78634

JAMISON CIVIL ENGINEERING LLC  
(TX. PE FIRM REG. #F-17756)  
13812 RESEARCH BLVD. #B-2  
AUSTIN, TEXAS 78750  
OFFICE: (737) 484-0880  
INFO@JAMISONENG.COM

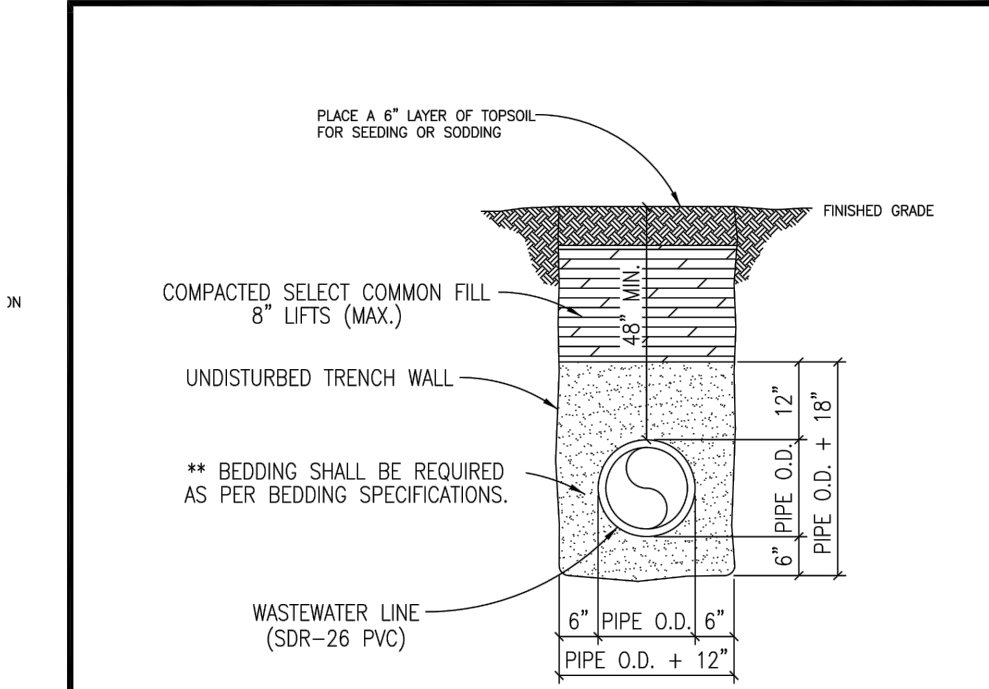
JCE

The seal appearing on this document was authorized by Stephen Ray Jamison on 10/07, 2022



NOTES:  
1. MINIMUM 24", MAXIMUM 36" ABOVE FINISHED GRADE. (ADJUSTMENT TO FINISHED GRADE SHALL OCCUR PRIOR TO ACCEPTANCE OR ISSUANCE OF CERTIFICATE OF OCCUPANCY)

|  |                                    |  |             |            |
|--|------------------------------------|--|-------------|------------|
|  | CITY OF HUTTO                      |  | DRAWING NO. | WW-1       |
|  | CONSTRUCTION STANDARDS AND DETAILS |  | UPDATED:    | 04/01/2018 |
|  | SEWER                              |  | DRAWN BY:   | DB         |
|  | CLEAN-OUT                          |  | SCALE:      | N.T.S.     |
|  | ENGINEERING & PUBLIC WORKS         |  | FILE NAME:  | WW1.DWG    |



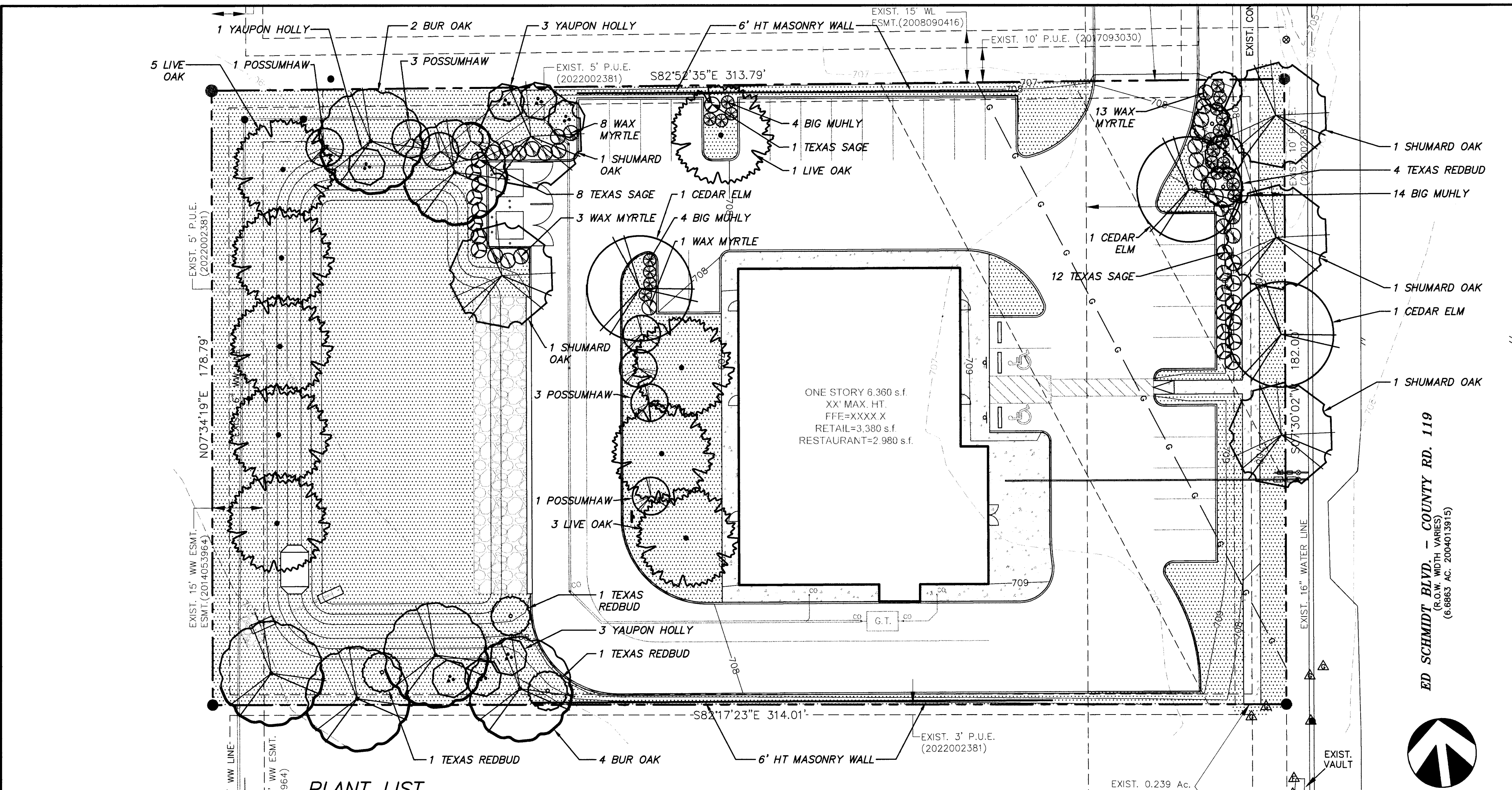
\*\* TYPICAL BEDDING SPECIFICATIONS:

| SIEVE SIZE | 3/8" F<br>% RETAINED | 1/2" D<br>% RETAINED |
|------------|----------------------|----------------------|
| 1/2"       | 0                    | 0                    |
| 3/8"       | 0-2                  | 5-25                 |
| 4m         | 40-85                | 80-100               |
| 10m        | 95-100               | 96-100               |

NOTE:  
IF GROUND WATER IS PRESENT IN THE TRENCH, THE BEDDING MATERIAL SHOULD BE SURROUNDED BY FILTER FABRIC (MIRAF 140N OR EQUIVALENT) ON ALL SIDES TO PREVENT SOIL INFILTRATION INTO THE BEDDING MATERIAL.

|  |                                    |  |             |            |
|--|------------------------------------|--|-------------|------------|
|  | CITY OF HUTTO                      |  | DRAWING NO. | WW-16      |
|  | CONSTRUCTION STANDARDS AND DETAILS |  | UPDATED:    | 08/12/2021 |
|  | TRENCH & EMBEDMENT                 |  | DRAWN BY:   | DB         |
|  | UNDER NON-PAVED AREAS              |  | SCALE:      | N.T.S.     |
|  | ENGINEERING & PUBLIC WORKS         |  | FILE NAME:  | WW16.DWG   |

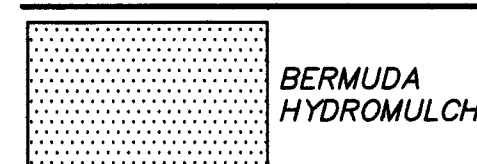




### PLANT LIST

| QUANTITY                                                                                                  | DESCRIPTION                                        | QUANTITY                                                                                    | DESCRIPTION                                      |
|-----------------------------------------------------------------------------------------------------------|----------------------------------------------------|---------------------------------------------------------------------------------------------|--------------------------------------------------|
| 21,651                                                                                                    | COMMON BERMUDAGRASS - Cynodon dactylon             | 7                                                                                           | YAUPOH HOLLY - Ilex vomitoria "Pride of Houston" |
| sq. ft.                                                                                                   | Hydromulch (Refer to Turf Application Notes)       | 2" cal. 30 gal., 6' ht., 3' sprd., dark green, full                                         |                                                  |
| 21,651                                                                                                    | ANNUAL RYE - Quercus macrocarpa                    | 6                                                                                           | BUR OAK - Quercus macrocarpa                     |
| sq. ft.                                                                                                   | (Refer to Turf Application Notes)                  | 3" cal., 45 gal., container, 11'-12' ht., 4' sprd., dark green, full, single straight trunk |                                                  |
| 21                                                                                                        | TEXAS SAGE - Leucophyllum frutescens "Green Cloud" | 4                                                                                           | SHUMARD OAK - Quercus shumardii                  |
| 5 gal., 4' o.c., 24" ht., 18" sprd., dark green, full                                                     |                                                    | 3" cal., 65 gal., container, 11'-12' ht., 4' sprd., dark green, full, single straight trunk |                                                  |
| 22                                                                                                        | BIG MUHLY - Muhlenbergia lindheimeri               | 9                                                                                           | LIVE OAK - Quercus virginiana                    |
| 5 gal., 3.5' o.c., 24" ht., 18" sprd., dark green, full                                                   |                                                    | 3" cal., 45 gal., container, 10'-11' ht., 5' sprd., dark green, full, single straight trunk |                                                  |
| 25                                                                                                        | WAX MYRTLE - Myrica cerifera                       | 3                                                                                           | CEDAR ELM - Ulmus crassifolia                    |
| 5 gal., 4' o.c., 18" ht., 12" sprd., dark green, full                                                     |                                                    | 3" cal., B & B, 12'-13' ht., 4' sprd., dark green, full, single straight trunk              |                                                  |
| 5                                                                                                         | TEXAS REDBUD - Cercis canadensis var. texensis     |                                                                                             |                                                  |
| 2" cal., 30 gal., 6' ht., 3' sprd., dark green, full, multi-trunk w/minimum 3/4" cane diameter            |                                                    |                                                                                             |                                                  |
| 8                                                                                                         | POSSUMHAW HOLLY - Ilex decidua                     |                                                                                             |                                                  |
| 2" cal., 30 gal., container, 6' ht., 3' sprd., dark green, full, multi-trunk w/minimum 3/4" cane diameter |                                                    |                                                                                             |                                                  |

### TURF LEGEND



### LANDSCAPE CALCULATIONS

#### LANDSCAPE AREA

Developed area = 56,624.4 s.f.  
Required landscape area = 8,493.7 s.f. (15%)  
Provided landscape area = 15,631.2 s.f.\*

\* Does not include detention basin area

#### TREE & SHRUB PLANTING

Required Landscape area = 8,493.7 s.f.  
Required trees = 34 (8,493.7/500 x 2) 34 trees provided (23 shade & 22 ornamental)  
Required shrubs = 68 (8,493.7/500 x 4) 68 shrubs provided

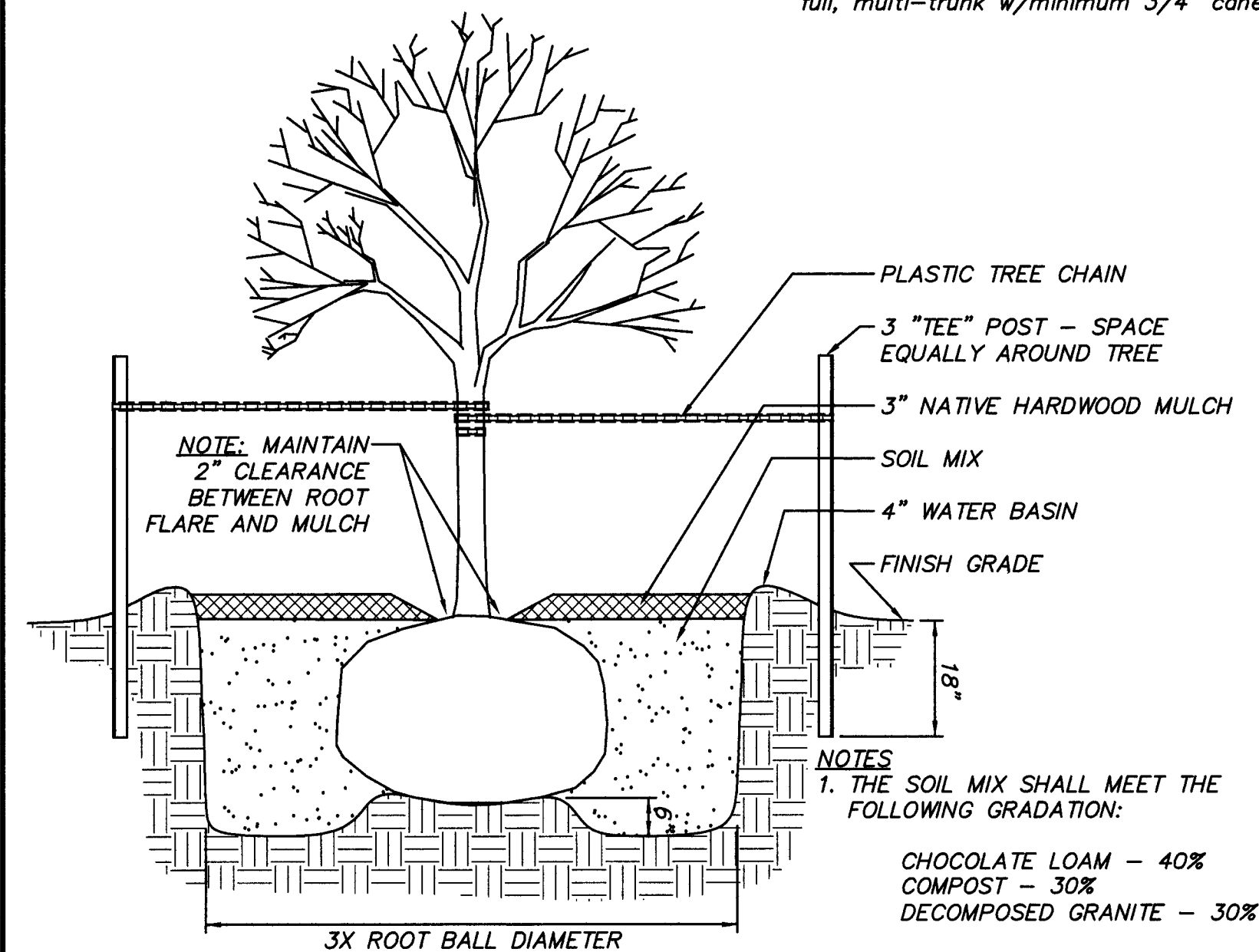
#### VEHICULAR USE FRONTAGE PLANTING

Frontage = 118'  
Required trees = 4 (118/30) 4 trees provided

\* Does not include frontage within gas pipeline easement

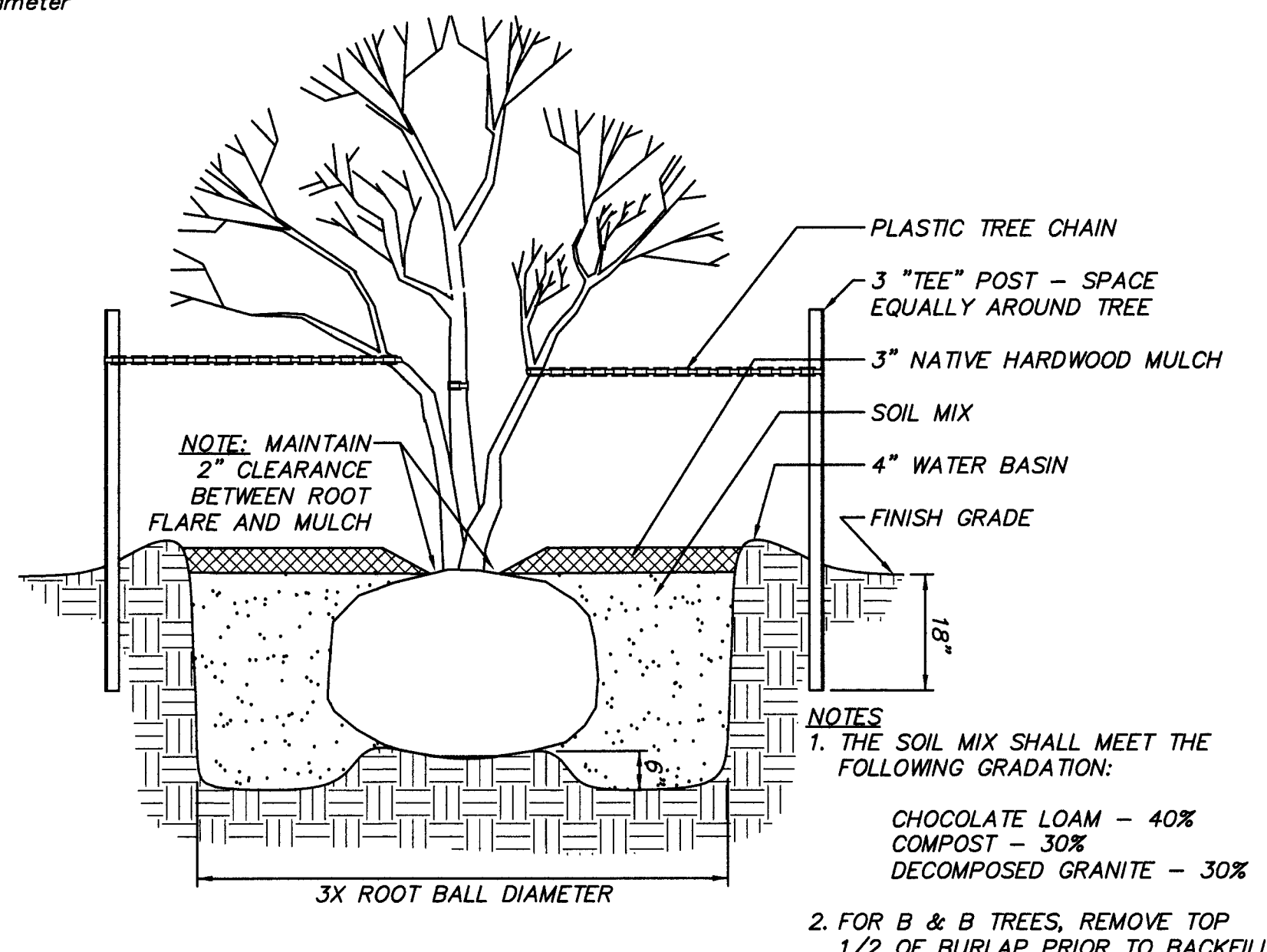
#### PARKING AREA

Parking area = 12,101.5 s.f.  
Required landscape area = 847.11 s.f. (7%)  
Provided landscape area = 1,369.4 s.f



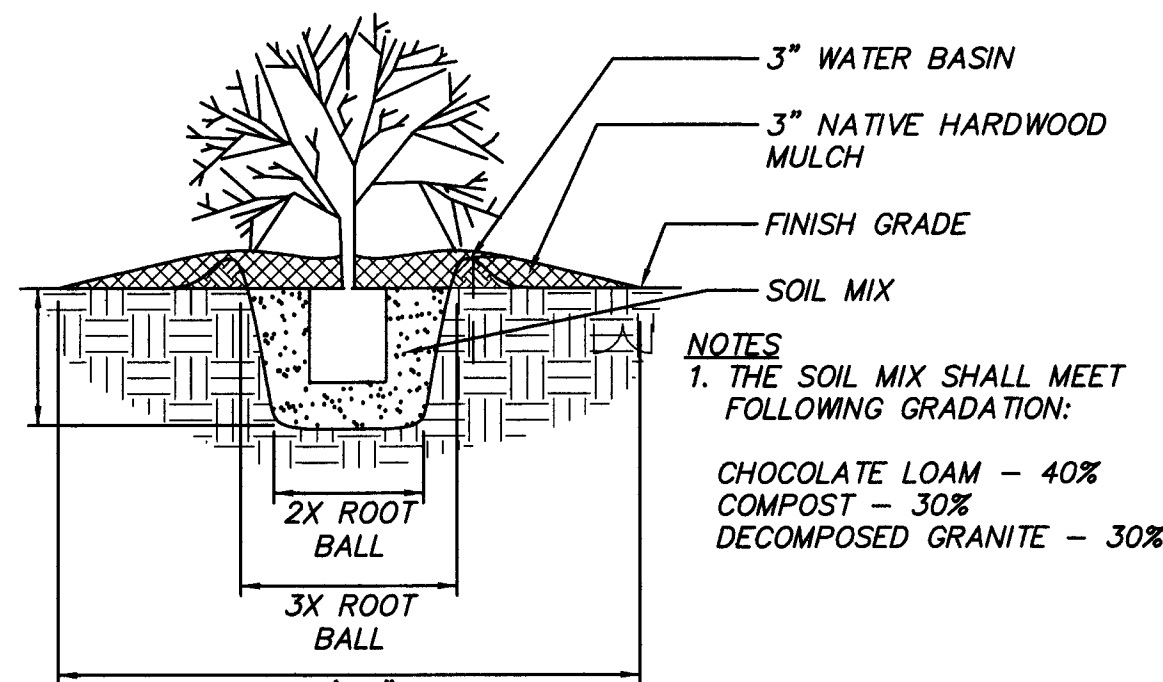
### TREE PLANTING DETAIL

SCALE: N.T.S.



### MULTI-TRUNK TREE PLANTING DETAIL

SCALE: N.T.S.



### SHRUB PLANTING DETAIL

SCALE: N.T.S.

### TURF APPLICATION NOTES

#### A. Coordination:

1. Install hydromulch or sod after tree, shrub and groundcover installation is complete.
2. Contractor to coordinate with Irrigation Contractor to insure functional irrigation system prior to any lawn installation.

#### B. Preparation:

1. Pre-Plant Weed Control:
  - a. If weeds exist within proposed landscape areas at the beginning of work, spray with a nonselective systematic contact herbicide, as recommended and applied by an approved licensed applicator.
  - b. Clear and remove these existing weeds upon herbicide's completed action by grubbing off all plant parts at least 1/2"-1" below the surface of the soil.
2. Contractor to remove all sticks, trash, rocks and other debris and dispose off site.
3. Contractor to import and spread chocolate loam to a compacted depth of four (4) inches unless noted otherwise on plan in all lawn areas. Note: use of sandy loam is un-acceptable.
4. Contractor to rake entire area, leveling any imperfections in the grades left by the site work contractor. Landscape contractor to ensure that there will be positive drainage and no ponding on site. Finished grade of lawn areas to be 1/2" below top of curbs, sidewalks and other pavements. Remove any large (greater than 2") dirt clods, rocks, & trash and prepare a smooth, level, loose and coarse surface. Landscape Architect to approve fine grading prior to any lawn installation. Lawn bed shall be moist (but not muddy) to receive seed and sod.

#### C. Hydromulch Application:

1. Lawn areas to be seeded immediately after preparation of the bed. Do not use pre-emergent herbicide in areas to be seeded. Apply a uniform coat of hydromulch at the rates specified below:
  - a. Seed - Refer to Plant list
  - b. Wood Cellulose Fiber Mulch - 60 lbs./1,000 S.F.
2. Seed areas within seeding limits indicated on the plan.
3. Protect existing utilities (including irrigation system), planting, paving and other site amenities from damage caused by hydromulch operations.
4. Immediately following application of hydromulch, the Contractor shall wash excess hydromulch material from previously planted materials, architectural features, etc.. Care shall be exercised to avoid washing or eroding mulch materials from lawn area.
5. Following application of hydromulch, the Contractor shall install erosion control matting (S150 as manufactured by North American Green or approved equal) on all slopes greater than three to one (3:1).
6. Contractor to return to the site between April 15 and May 15 to re-prepare seed bed area that received Annual Rye seeding between September 15th and April 15th and hydromulch with common Bermuda seed in order to establish a permanent turf cover in all hydromulch lawn areas.

### LANDSCAPE PLAN NOTES

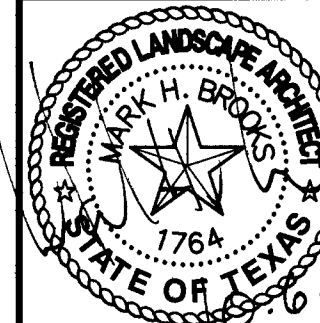
1. Contractor to verify all site dimensions and layout prior to the commencement of landscape construction. Any discrepancies between the drawings and the actual site conditions shall be brought to the attention of the Owner's Representative immediately.
2. Contractor is responsible for verification of the location all underground utilities. Repair to said utilities as a result of the work of the Contractor shall be the responsibility of the Contractor. NOTE: All existing and proposed utilities may not be shown on this plan.
3. Utilities may exist on site that were unknown during the development of this drawing. Contractor to notify the Owner's Representative immediately if the location of any proposed plant material conflicts with any site utility lines including but not limited to manholes, pull boxes, valve boxes, meters, transformers, etc. Do not plant a tree within 20 feet of the above-mentioned structures unless otherwise directed by the drawings. Failure to notify the Owner's Representative of such conflicts will result in the Contractor being responsible in replacing the affected plant material at the Owner's discretion.
4. Contractor is responsible for verification of all plant quantities based on the drawings and actual field conditions. Plant quantities have been provided for estimating purposes only. Contractor shall provide unit prices to the owner in case of any shortages\ overages or revisions to the planting design.
5. Contractor shall supply nursery-grown trees (except for ball & burlap as approved by the Landscape Architect), shrubs, and ground covers of species, type and size as specified in the Plant List.
6. All plants shall be legibly labelled true to specified size and variety in accordance with Standardized Plant Names, American Joint Committee on Horticulture. Sizes must be in accordance with the American Association of Nurseryman Standards.
7. Irrigation system installation to be complete (with the exception of tree bubblers if applicable) prior to the installation of any plant material.
8. Contractor to remove all clods, rocks, concrete, trash and any other debris prior to installation of soil mix or plant material.
9. Contractor is responsible for removal of trash and repair of hazardous conditions (tools, open holes, etc.) on a daily basis by the end of the work day.
10. All planting beds shall be separated from turf areas by using 1/8" x 4" x 16' Colmet steel edging. Trim steel edging at a 45° angle at pavement or curb intersections.
11. Upon completion of construction and prior to final approval, Contractor shall thoroughly clean the site of all trash, spilled soil, and litter, etc. that has resulted from landscape construction operations. Repair all damage to finish grade including tailings from excavations, wheel ruts, etc. caused from construction.
12. Remove all tags, ribbons and wires from all newly installed plant material upon Owner's authorization.
13. Contractor to replace all materials which are dead, unhealthy, or unsightly (as determined by the Owner) with the cost of replacement to be at the Contractor's expense. Replacement material to be in accordance with the drawings and shall be warranted per the guarantee requirements stated herein.
14. All plant material to be guaranteed to remain alive and in healthy vigorous condition for a period of one year after acceptance by the Owner.
15. Warranty shall not include damage or loss of plants due to acts of God, acts of vandalism or negligence on the part of the Owner.

Received 3/16/2023



MHB Landscape Architect

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ph. (512) 448-0137 fax (830) 935-2704  
mbbia@gvte.com

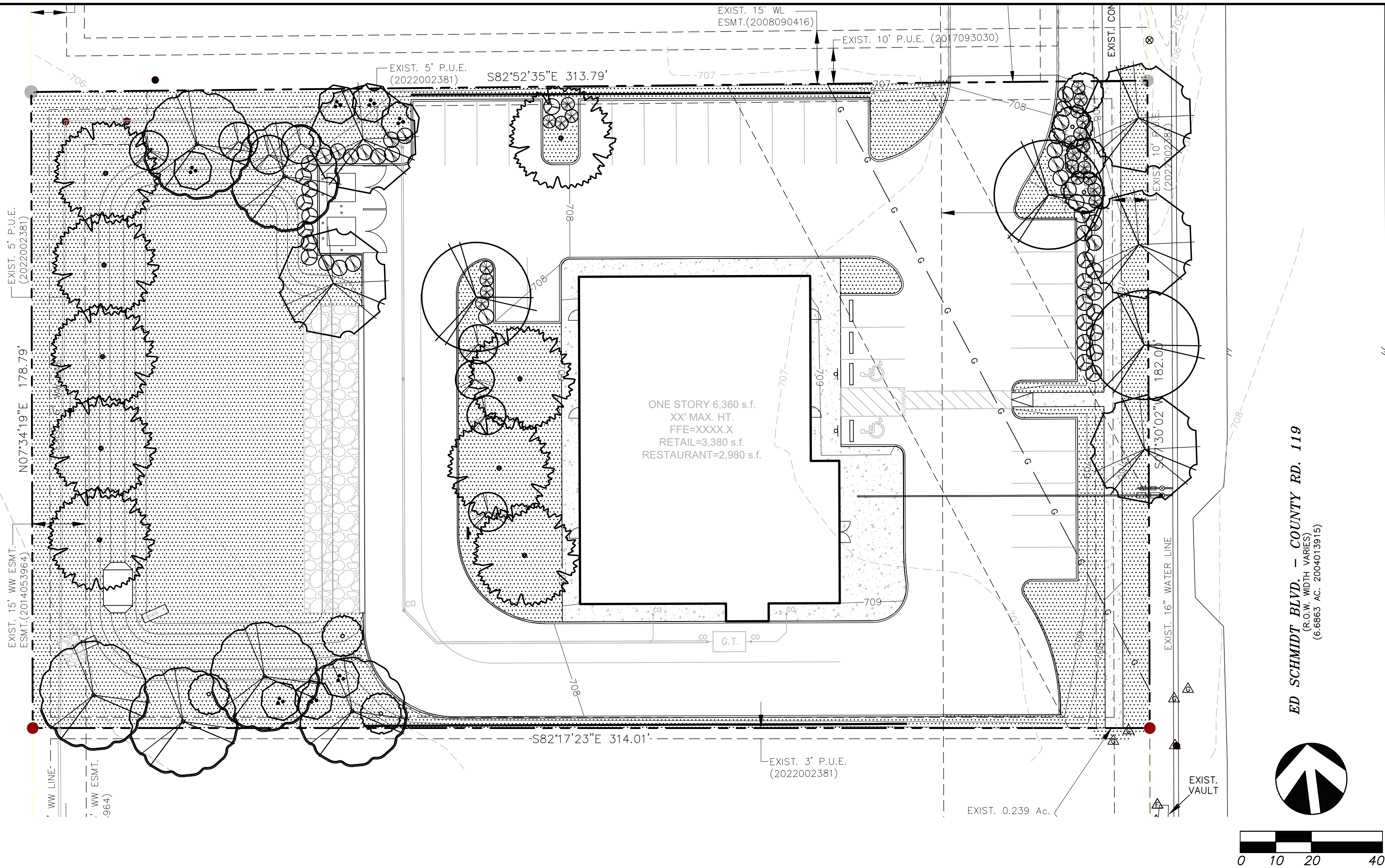


EL POLLO RICO - HUTTO  
ED SCHMIDT BOULEVARD  
HUTTO, TEXAS 78634

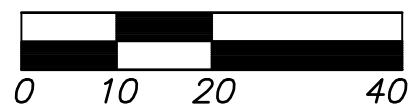
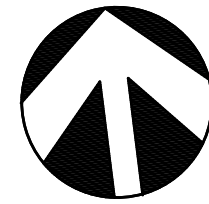
LANDSCAPE  
PLAN

SHEET





ED SCHMIDT BLVD. - COUNTY RD. 119  
(6.0 W. MOTH VARES)  
(6.6863 AC. 2004013915)



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IRRIGATION  
PLAN

SHEET

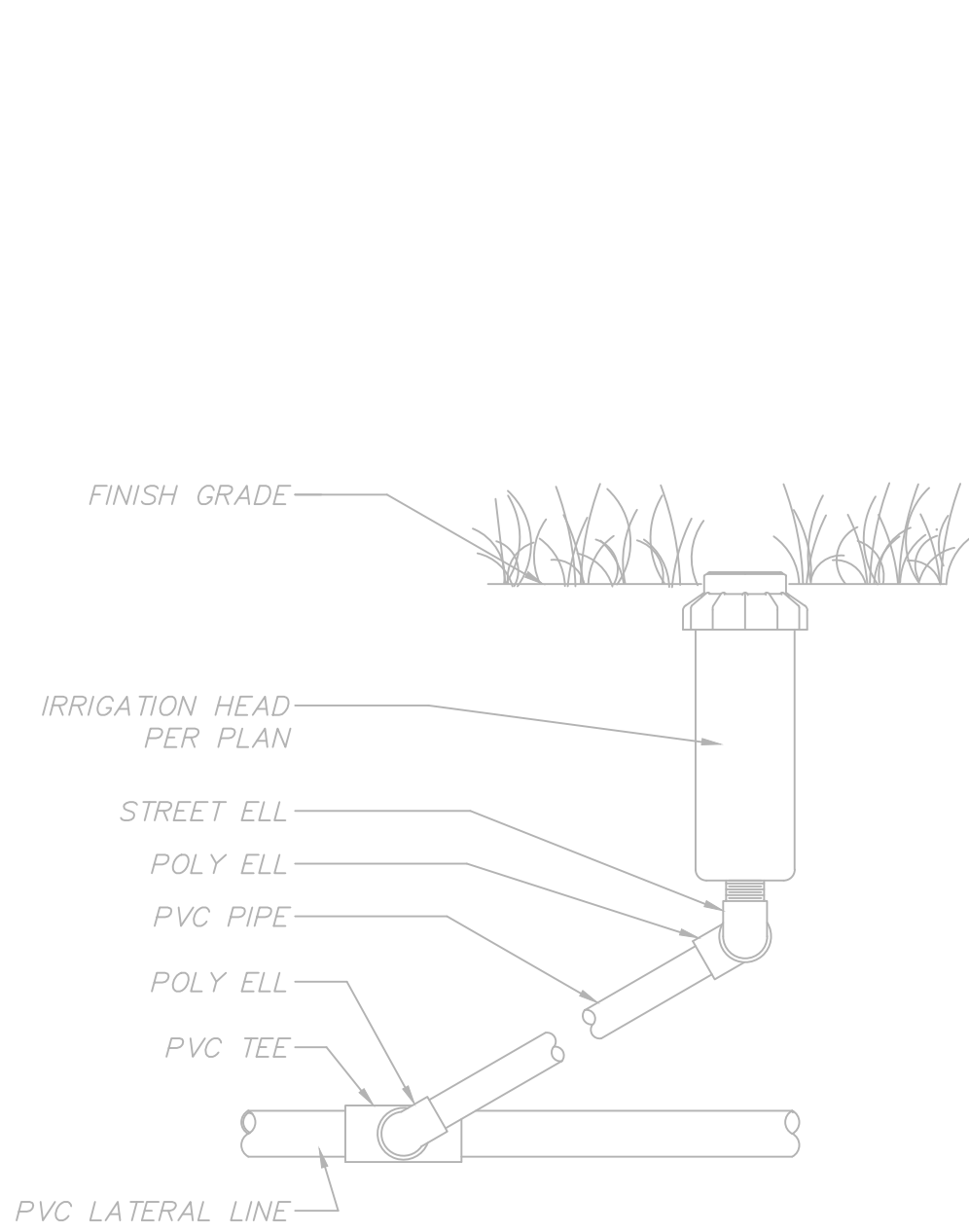
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EL POLLO RICO - HUTTO  
ED SCHMIDT BOULEVARD  
HUTTO, TEXAS 78634

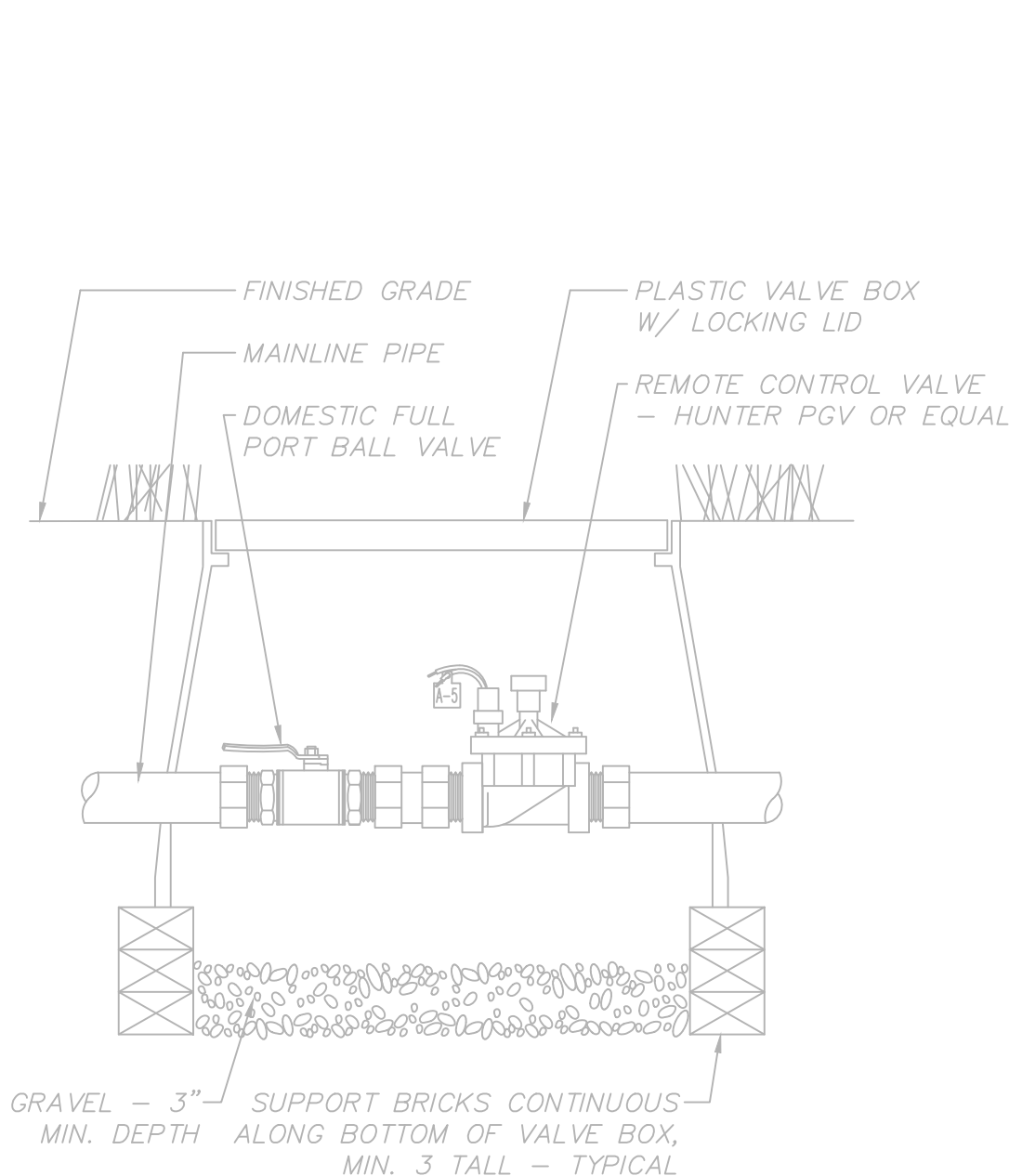
M-B Landscape Architect

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ph. (512) 448-0137 fax (830) 935-2704  
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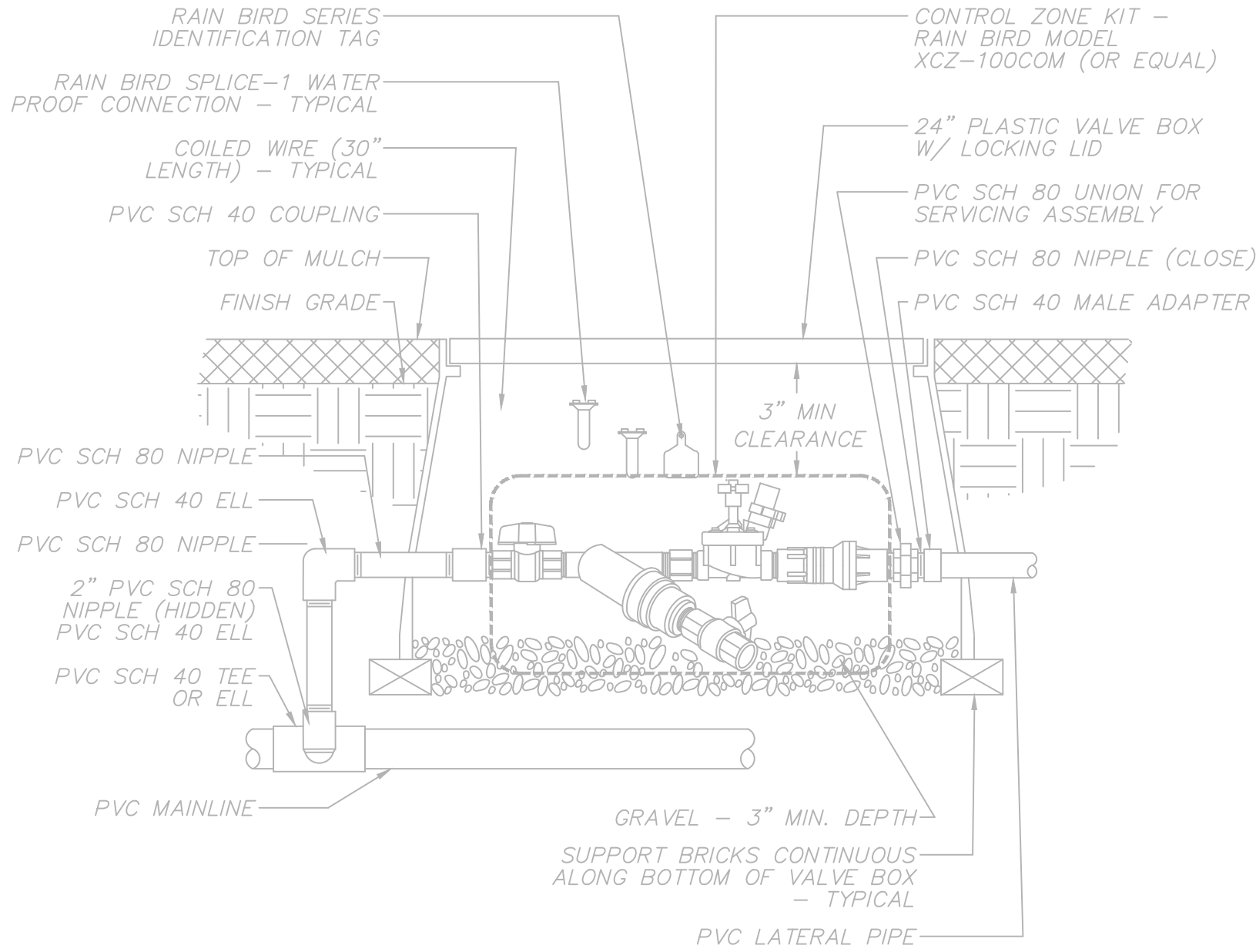




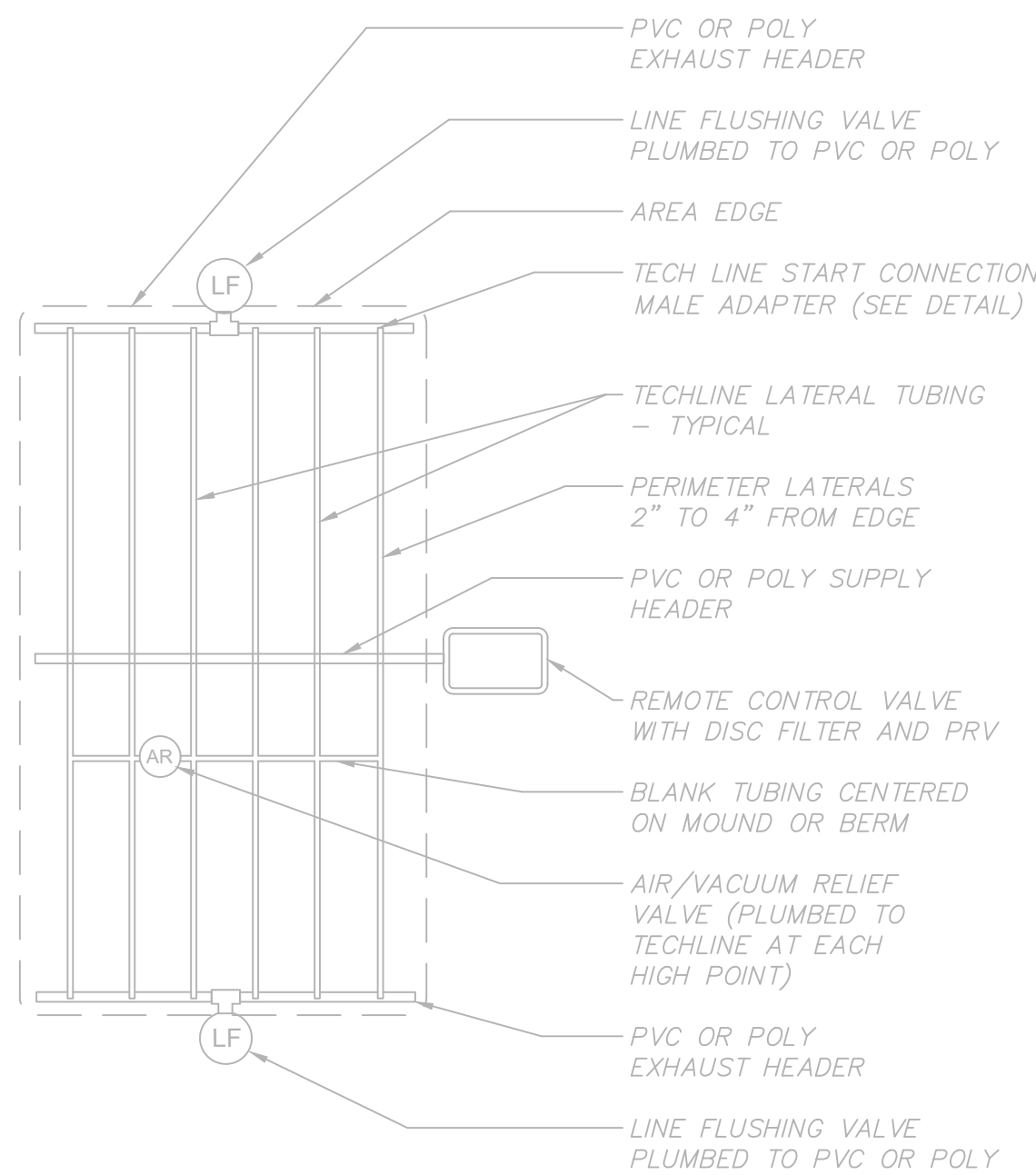
SWING JOINT ASSEMBLY DETAIL  
SCALE: N.T.S.



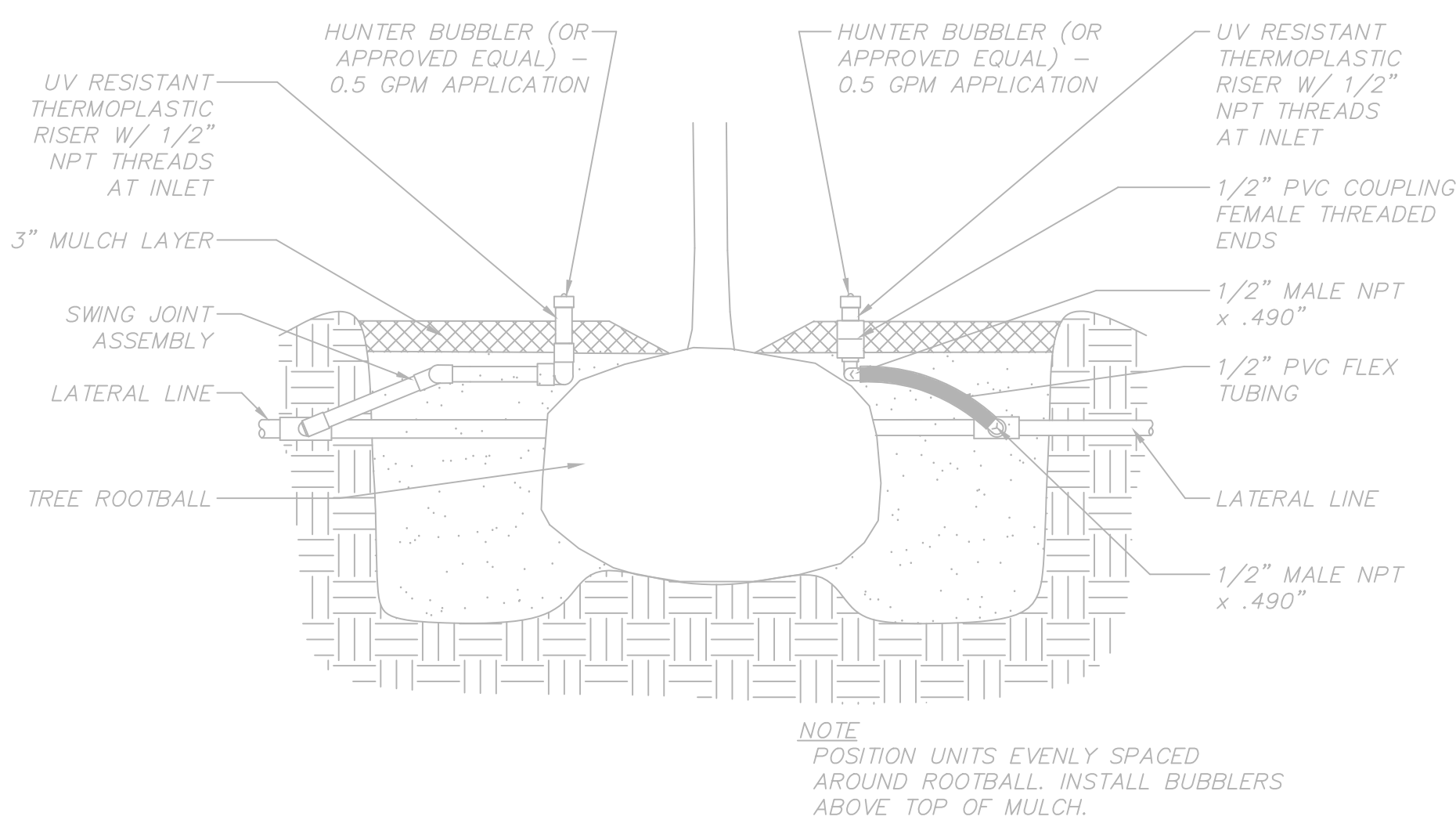
REMOTE CONTROL DETAIL  
SCALE: N.T.S.



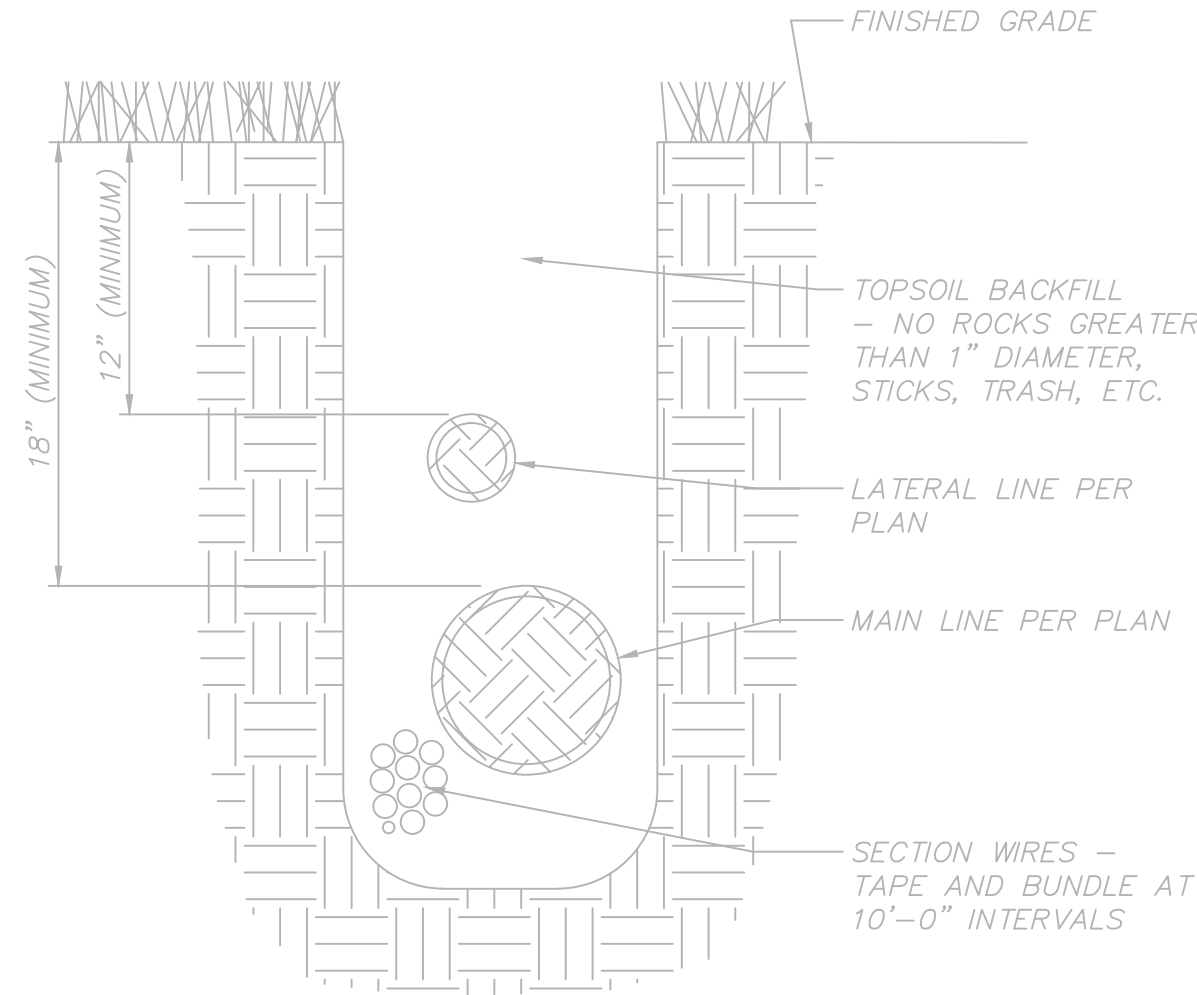
LOW VOLUME REMOTE CONTROL DETAIL  
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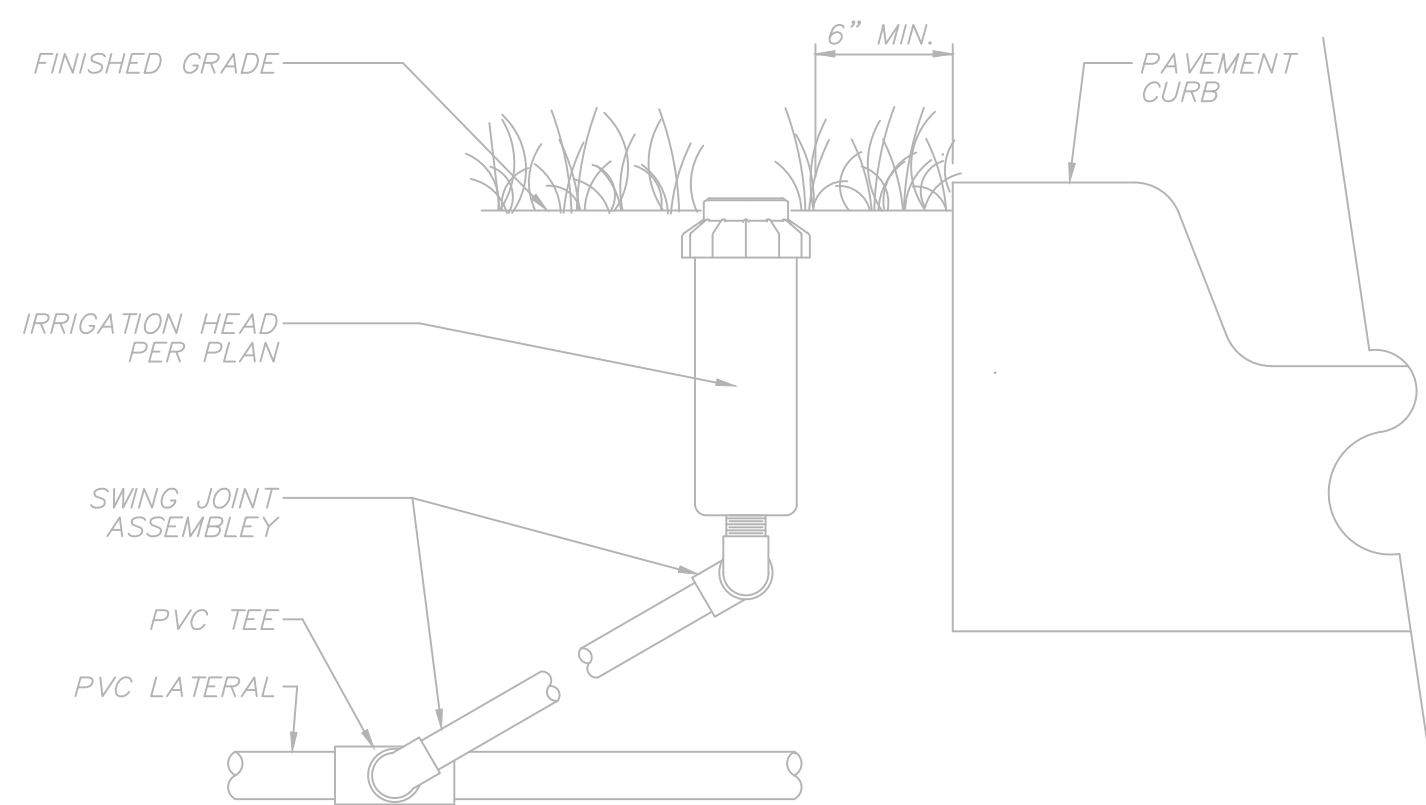
DRIP LAYOUT/CENTER FEED LAYOUT DETAIL  
SCALE: N.T.S.



TREE BUBBLER DETAIL  
SCALE: N.T.S.

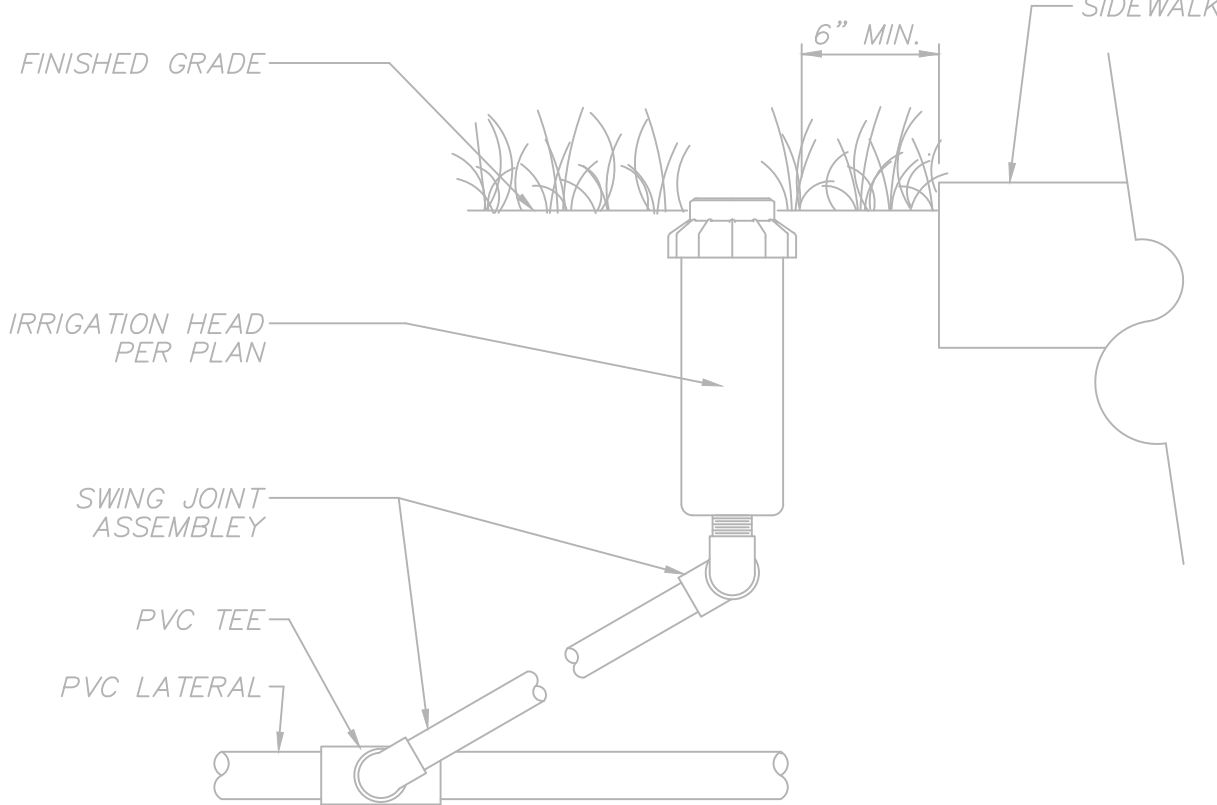


IRRIGATION TRENCH DETAIL  
SCALE: N.T.S.



CONCRETE CURB

IRRIGATION HEAD at PAVEMENT DETAILS  
SCALE: N.T.S.



SIDEWALK

IRRIGATION EQUIPMENT LEGEND

| SYMBOL                                                                                | DESCRIPTION                              | MANUFACTURER / MODEL            | PSI                                                                                                                                                          | RAD.      | SPECIFICATIONS - GPM |      |      |             |                     |      |             |     |            |     | REMARKS |                   |                  |  |
|---------------------------------------------------------------------------------------|------------------------------------------|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------------------|------|------|-------------|---------------------|------|-------------|-----|------------|-----|---------|-------------------|------------------|--|
|                                                                                       | POP-SPRAY HEADS                          |                                 |                                                                                                                                                              |           |                      |      | 360° | ADJ<br>270° | ADJ<br>240°<br>210° | 180° | ADJ<br>120° | 90° | ADJ<br>45° | LCS | RCS     | SS                | TURF APPLICATION |  |
|  | 4" POP-UP SPRAY HEAD                     | HUNTER INST-04-CV-17            | 30                                                                                                                                                           | 16' - 17' | 4.82                 | 3.61 | 3.21 | 2.41        | 1.61                | 1.20 | 0.60        |     |            |     |         | TURF APPLICATION  |                  |  |
|  | 4" POP-UP SPRAY HEAD                     | HUNTER INST-04-CV-15            | 30                                                                                                                                                           | 13' - 15' | 3.71                 | 2.79 | 2.48 | 1.86        | 1.24                | 0.93 | 0.46        |     |            |     |         | TURF APPLICATION  |                  |  |
|  | 4" POP-UP SPRAY HEAD                     | HUNTER INST-04-CV-12            | 30                                                                                                                                                           | 11' - 12' | 2.85                 | 2.14 | 1.90 | 1.42        | 0.95                | 0.71 | 0.36        |     |            |     |         | TURF APPLICATION  |                  |  |
|  | 4" POP-UP SPRAY HEAD                     | HUNTER INST-04-CV-10            | 30                                                                                                                                                           | 7' - 10'  | 1.95                 | 1.46 | 1.30 | 0.97        | 0.65                | 0.49 | 0.24        |     |            |     |         | TURF APPLICATION  |                  |  |
|  | 4" POP-UP SPRAY HEAD                     | HUNTER INST-04-CV-8             | 30                                                                                                                                                           | 6' - 7'   | 1.95                 | 1.46 | 1.30 | 0.97        | 0.65                | 0.49 | 0.24        |     |            |     |         | TURF APPLICATION  |                  |  |
|  | 4" POP-UP SPRAY HEAD                     | HUNTER INST-04-CV-6             | 30                                                                                                                                                           | 4' - 6'   |                      |      |      |             |                     |      |             |     |            |     |         | TURF APPLICATION  |                  |  |
|  | 6"POP-UP ROTATOR                         | HUNTER MP 2000                  | 40                                                                                                                                                           | 22' - 30' | 3.64                 | 2.73 | 2.12 | 1.82        |                     | .88  |             |     |            |     |         | TREE APPLICATION  |                  |  |
|  | 6"POP-UP ROTATOR                         | HUNTER MP 1000                  | 40                                                                                                                                                           | 13' - 21' | 1.47                 | 1.10 | .86  | .74         |                     | .44  |             |     |            |     |         | TURF APPLICATION  |                  |  |
|  | 12" POP-UP SPRAY HEAD                    | HUNTER INST-04-CV-12            | 30                                                                                                                                                           | 11' - 12' | 2.85                 | 2.14 | 1.90 | 1.42        | 0.95                | 0.71 | 0.36        |     |            |     |         | SHRUB APPLICATION |                  |  |
|  | 12" POP-UP SPRAY HEAD                    | HUNTER INST-04-CV-10            | 30                                                                                                                                                           | 7' - 10'  | 1.95                 | 1.46 | 1.30 | 0.97        | 0.65                | 0.49 | 0.24        |     |            |     |         | SHRUB APPLICATION |                  |  |
|  | 12" POP-UP STRIP SPRAY HEAD              | HUNTER LCS-515, RCS-515, SS-530 | 30                                                                                                                                                           |           |                      |      |      |             |                     |      |             |     |            |     |         |                   |                  |  |
|  | BUBBLER                                  | HUNTER INDUSTRIES PGJ-06-A-V    |                                                                                                                                                              |           |                      |      |      |             |                     |      |             |     | .65        | .65 | 1.30    |                   |                  |  |
|  | INDICATES AN ADJUSTABLE ANGLE NOZZLE USE |                                 |                                                                                                                                                              |           |                      |      |      |             |                     |      |             |     |            |     |         |                   |                  |  |
|  | INDICATES AN 360° NOZZLE USE             |                                 |                                                                                                                                                              |           |                      |      |      |             |                     |      |             |     |            |     |         |                   |                  |  |
|  | INDICATES AN 90° NOZZLE USE              |                                 |                                                                                                                                                              |           |                      |      |      |             |                     |      |             |     |            |     |         |                   |                  |  |
|  | INDICATES AN 180° NOZZLE USE             |                                 |                                                                                                                                                              |           |                      |      |      |             |                     |      |             |     |            |     |         |                   |                  |  |
| SYMBOL                                                                                | DESCRIPTION                              | MANUFACTURER / MODEL            | REMARKS                                                                                                                                                      |           |                      |      |      |             |                     |      |             |     |            |     |         |                   |                  |  |
|  | REMOTE CONTROL VALVE                     | HUNTER PGV- SERIES OR EQUAL     | SIZE AS SHOWN. INSTALL IN GROUND COVER OR SHRUB PLANTER AREAS WHEREVER POSSIBLE WITHIN RECTANGULAR VALVE BOX AS DETAILED.                                    |           |                      |      |      |             |                     |      |             |     |            |     |         |                   |                  |  |
|  | GATE VALVE                               |                                 | SIZE AS SHOWN. INSTALL IN GROUND COVER OR SHRUB PLANTER AREAS WHEREVER POSSIBLE WITHIN RECTANGULAR VALVE BOX AS DETAILED.                                    |           |                      |      |      |             |                     |      |             |     |            |     |         |                   |                  |  |
|  | HUNTER PRO-C (IRRIGATION CONTROLLER)     | HUNTER                          |                                                                                                                                                              |           |                      |      |      |             |                     |      |             |     |            |     |         |                   |                  |  |
|  | DOUBLE GATE DUOBLE CHECK VALVE           | FEBCO                           | SIZED EQUAL TO PIPE SIZE. FOR MAINLINE AND MANIFOLD ISOLATION ON LINES 3" AND SMALLER INSTALL IN WHEREVER POSSIBLE WITHIN RECTANGULAR VALVE BOX AS DETAILED. |           |                      |      |      |             |                     |      |             |     |            |     |         |                   |                  |  |
|  | PVC SLEEVE PIPE                          | SCH 80 PVC                      | CONTROL WIRE TO FOLLOW IRRIGATION MAINLINE IN COMMON TRENCH WHENEVER POSSIBLE.                                                                               |           |                      |      |      |             |                     |      |             |     |            |     |         |                   |                  |  |
|  | PVC MAINLINE PIPE (1-1/2")               | SCH 40 PVC                      |                                                                                                                                                              |           |                      |      |      |             |                     |      |             |     |            |     |         |                   |                  |  |
|  | PVC LATERAL LINE PIPE                    | CLASS 2200                      | ALL LATERAL LINES ARE 3/4" MINIMUM UNLESS NOTED                                                                                                              |           |                      |      |      |             |                     |      |             |     |            |     |         |                   |                  |  |
|  | RAIN-CLIK SENSOR                         | HUNTER                          | WIRELESS SERIES HAS 800' LINE OF SIGHT RANGE TO RECEIVER                                                                                                     |           |                      |      |      |             |                     |      |             |     |            |     |         |                   |                  |  |
|  | INDICATES SIZE OF VALVE                  |                                 |                                                                                                                                                              |           |                      |      |      |             |                     |      |             |     |            |     |         |                   |                  |  |
|  | INDICATES TOTAL GPM OF SECTION           |                                 |                                                                                                                                                              |           |                      |      |      |             |                     |      |             |     |            |     |         |                   |                  |  |
|  | INDICATES VALVE IDENTIFICATION           |                                 |                                                                                                                                                              |           |                      |      |      |             |                     |      |             |     |            |     |         |                   |                  |  |

Received 3/16/2023



Received 3/16/2023



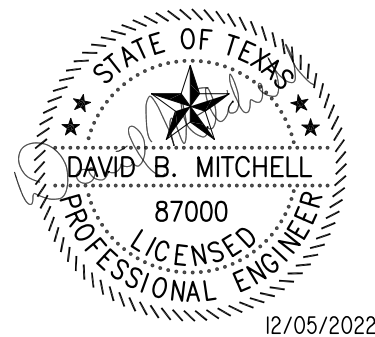


CONTRACTOR SHALL REPORT ANY DISCREPANCIES, OMISSIONS OR INCONSISTENCIES ON THE DRAWINGS TO THE ENGINEER FOR VERIFICATION BEFORE STARTING CONSTRUCTION. OWNER AND ENGINEER ARE NOT RESPONSIBLE FOR ANY ERRORS IN CONSTRUCTION WHERE SUCH DISCREPANCIES, OMISSIONS OR INCONSISTENCIES HAVE NOT BEEN PROPERLY REPORTED IN A TIMELY MANNER.

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ATS PROJECT NUMBER: 2205074

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EL POLLO RICO  
ED SCHMIDT BLVD.  
HUTTO, TEXAS 78634

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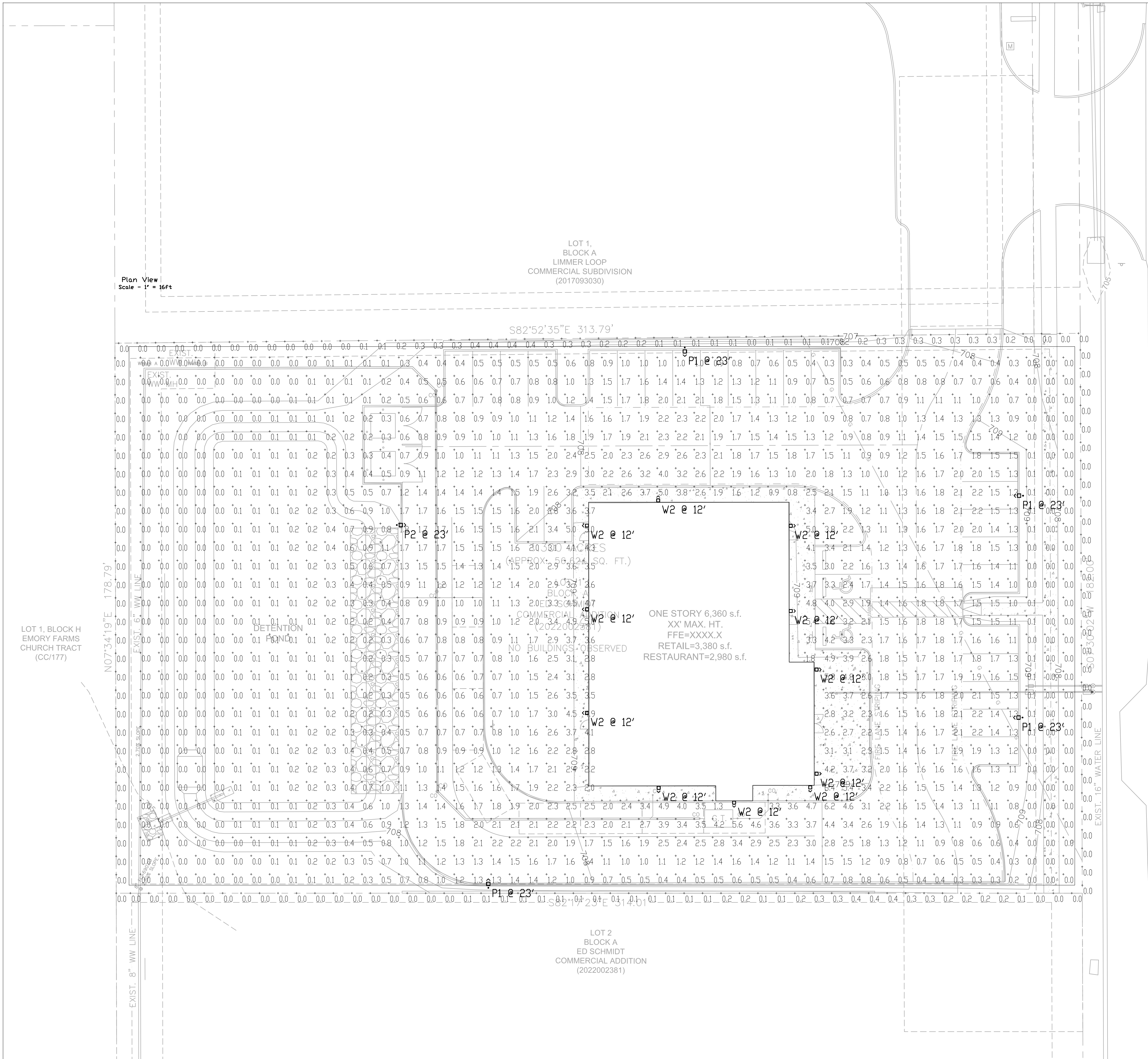
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|          |               |
|----------|---------------|
| JOB NO.: | 2223          |
| PHASE:   |               |
| DRAWN:   | S.T.N.        |
| CHECKED: | G.C. & D.B.M. |
| DATE:    | 12/05/2022    |

## SITE PHOTOMETRIC PLAN

ES102

22 OF 23 Page 251 of 251



ED SCHMIDT BLVD. - COUNTY RD. 119  
(R.O.W. WIDTH VARIES)  
(6.6863 AC. 2004013915)

**Received 3/16/2023**



| Quantity                                                                              |       |          |                   |                            |                                                                                                                                |              |                 |                   |          |
|---------------------------------------------------------------------------------------|-------|----------|-------------------|----------------------------|--------------------------------------------------------------------------------------------------------------------------------|--------------|-----------------|-------------------|----------|
| Symbol                                                                                | Label | Quantity | Manufacturer      | Catalog Number             | Description                                                                                                                    | Number Lamps | Lumens Per Lamp | Light Loss Factor | Wattage  |
|  | P1    | 4        | Lithonia Lighting | ISXL LED P2 4K BDCR 14W    | D-Series Size 1 Aries Luminaire PS Performance Package 4000K CCT 80 CRI Type 3 Extreme Backlight Control External Glare Shield | 1            | 6864            | 1                 | 67.79    |
|  | P2    | 1        | Lithonia Lighting | ISXL LED P2 4K BDCR 14W    | D-Series Size 1 Aries Luminaire PS Performance Package 4000K CCT 80 CRI Type 4 Medium                                          | 1            | 9992            | 1                 | 67.79    |
|  | P2    | 0        | Lithonia Lighting | ISXL LED P3 4K BDCR 14W AG | D-Series Size 1 Aries Luminaire PS Performance Package 4000K CCT 80 CRI Type 4 Medium Houseluxe Shield                         | 1            | 11025           | 1                 | 204.3454 |
|  | W1    | 0        | Lithonia Lighting | WSR LED P2 SR4 4K NVGLT    | WSR LED Type 4 Medium NVGLT Package 4000K and SR3 OPTIC Type                                                                   | 1            | 3053            | 1                 | 29.17    |
|  | W2    | 11       | Lithonia Lighting | WSR LED P2 SR3 4K NVGLT    | WSR LED Type 4000K and SR3 OPTIC Type                                                                                          | 1            | 3228            | 1                 | 29.17    |

| Statistics    |        |                    |                    |                    |         |         |
|---------------|--------|--------------------|--------------------|--------------------|---------|---------|
| Description   | Symbol | Avg                | Max                | Min                | Max/Min | Avg/Min |
| Calc Zone #2  | +      | 1.1 f <sub>c</sub> | 6.4 f <sub>c</sub> | 0.0 f <sub>c</sub> | N/A     | N/A     |
| Property Line | +      | 0.1 f <sub>c</sub> | 0.4 f <sub>c</sub> | 0.0 f <sub>c</sub> | N/A     | N/A     |

# 1 SITE PHOTOMETRIC PLAN





PLEASE NOTE THAT THESE DRAWINGS WERE PRODUCED  
UNDER A LIMITED OR PARTIAL SERVICES CONTRACT.  
NOT ALL DETAILS OR CONSTRUCTION NOTES HAVE BEEN  
SHOWN, THEREFORE, REQUIRING THE ARCHITECT'S INPUT  
AND REVIEW DURING CONSTRUCTION.

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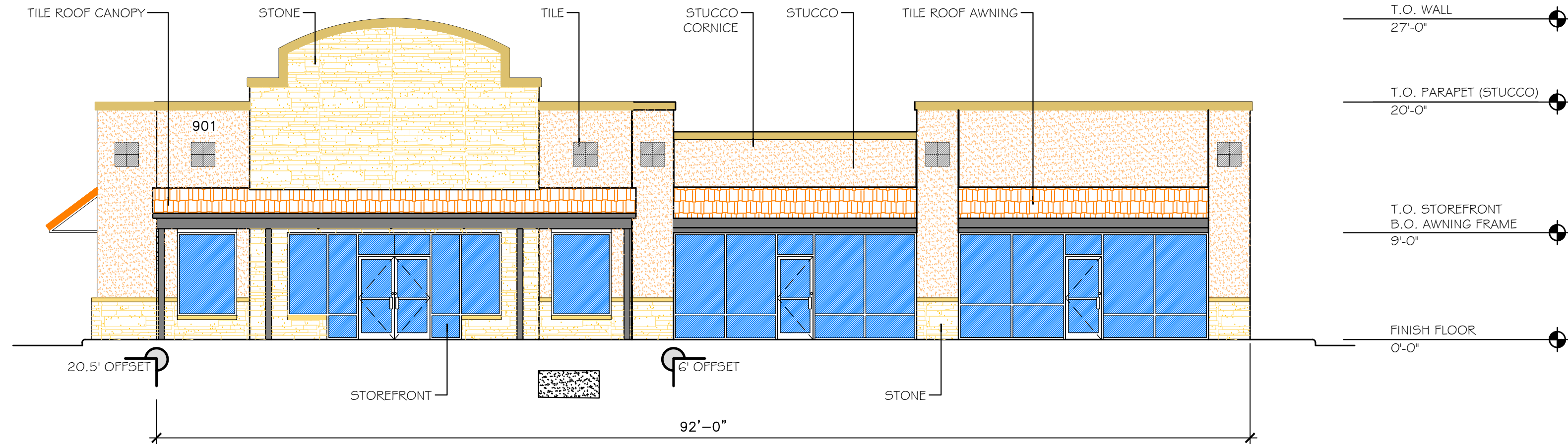
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|          |                  |
|----------|------------------|
| JOB NO.: | 2223             |
| PHASE:   |                  |
| DRAWN:   |                  |
| CHECKED: |                  |
| DATE:    | December 5, 2022 |

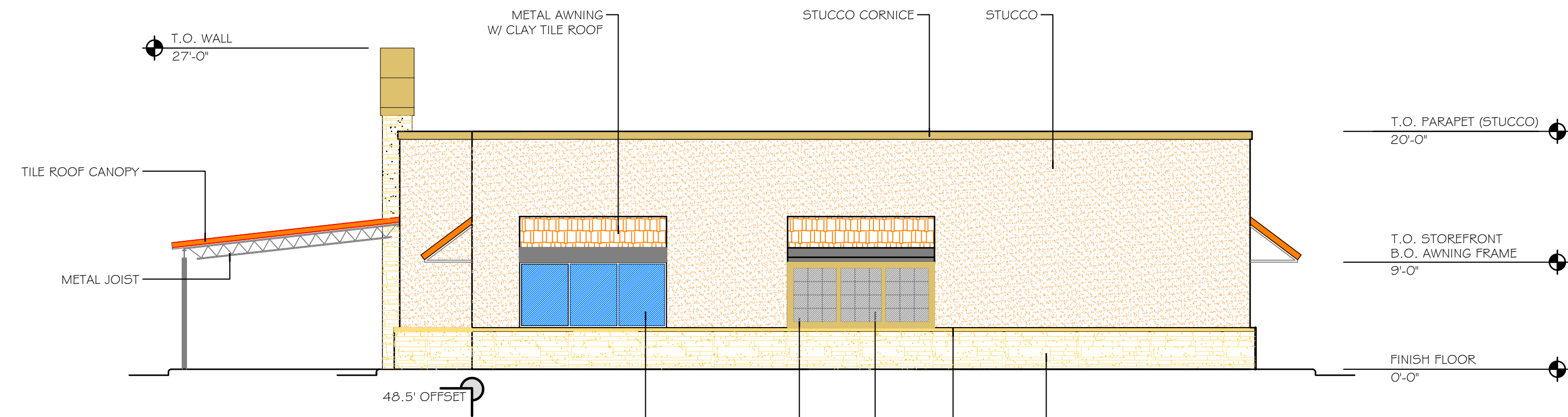
## EXTERIOR ELEVATIONS

SHEET  
**A5.0**

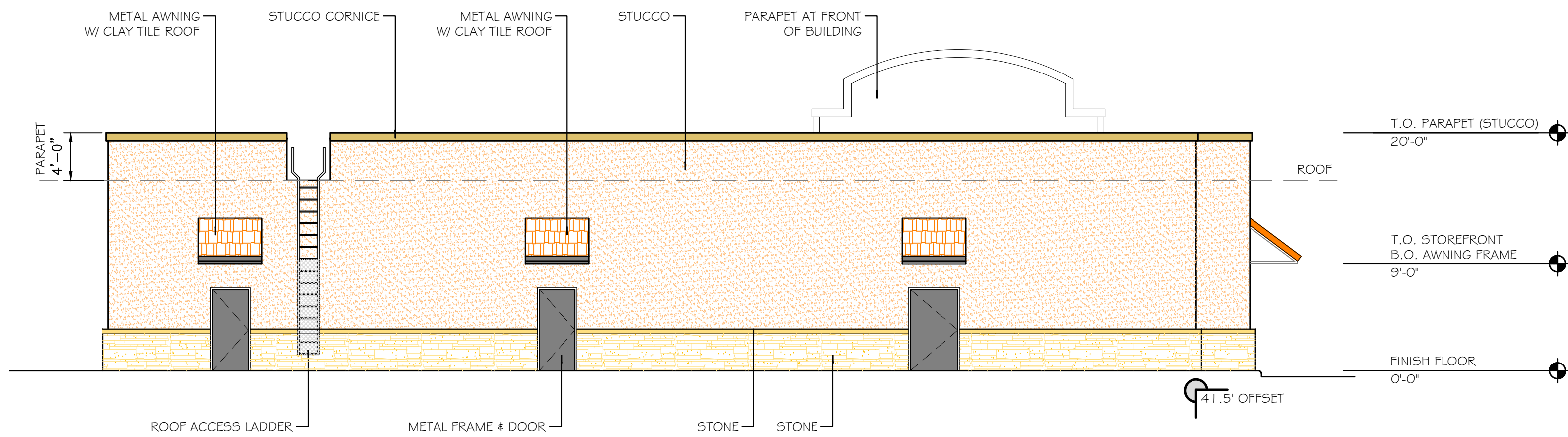




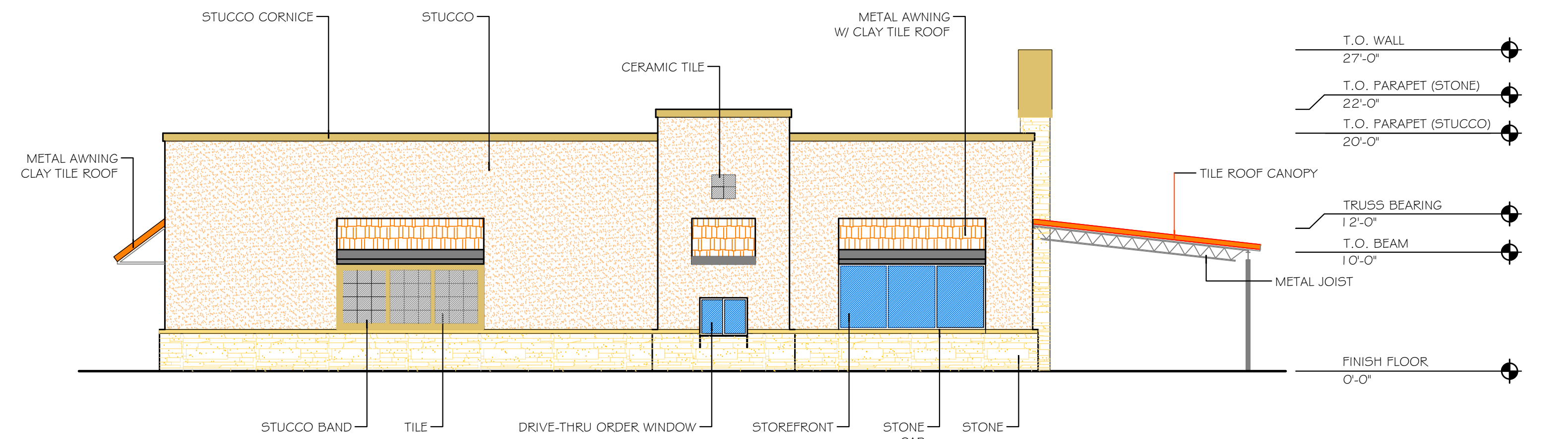
1 ENTRANCE ELEVATION (EAST)  
SCALE: 1/8" = 1'-0"



2 SIDE ELEVATION (NORTH)  
SCALE: 1/8" = 1'-0"



3 REAR ELEVATION (WEST)  
SCALE: 1/8" = 1'-0"



4 DRIVE-THRU ELEVATION (SOUTH)  
SCALE: 1/8" = 1'-0"

## CITY OF HUTTO UDC

- 10.406.6.4.3 Long walls and facades; projections and recesses
- Walls at least 100 ft long must include wall plane projections or recesses...
  - Complies: Walls are less than 100 ft long, longest wall is 96 ft.

- 10.406.6.4.4 Exterior walls
- Exterior walls cannot have a blank, uninterrupted length greater than 30 ft without including two or more (listed) features.
  - Complies: Front Elevation (East) has the following features:
    - change in plane: building offset 6 ft
    - change in masonry pattern: stucco & stone
    - windows

Complies: Side Elevations (North & South) has the following features:

- change in masonry pattern: stucco & stone
- windows and false windows

Complies: Rear Elevation (West) has the following features:

- change in masonry pattern: stucco & stone
- doors

- 10.406.6.4.5 Primary building entrances
- Primary building entrances must be clearly defined and recessed or framed by a sheltering element.
  - Complies: Building entrances have awnings.

- 10.406.6.4.6 Retail building entrances
- Single-use buildings must have a clearly defined, highly visible customer entrance with four or more listed elements.
  - Complies: Building entrances utilizes the following five elements: arches, canopies, tile work integrated into building design, display windows, and outdoor patio.

- 10.406.6.4.8 Transparency in commercial buildings
- Facades that face the street must be transparent between 2 ft and 7ft above grade for at least 75% of its length.
  - Complies: Street facing facade (East) has a wall area of 460 sf requiring transparency of min. 345 sf (75% wall area). Transparency provided equals 346 sf (75%).

- Side walls must be transparent between 2ft and 7ft above grade for at least 25% of its length. Where internal arrangement of a building makes it impossible to provide transparency a combination of sculptural, mosaic, or bas-relief artwork... may substitute for 50% of required transparent areas.
- Complies: Side facade (North) has a wall area of 328 sf requiring transparency of min. 82 sf (25% wall area). Transparency provided equals 84 sf (25% wall area). 42 sf (50% of transparency) provided with tile mosaic.

Complies: Side facade (South) has a wall area of 328 sf requiring transparency of min. 82 sf (25% wall area). Transparency provided equals 96 sf (29% wall area). 42 sf (44% of transparency) provided with tile mosaic.

- 10.406.6.5.3 Roof lines
- The continuous plane of a roof line must be no more than 100 ft.
  - Complies: Greatest continuous plane of roof line is 91-6".

- 10.406.6.7.3 Building colors
- Building colors must be low reflecting, muted and neutral or earth toned.
  - Complies:

| Material   | Color                               |
|------------|-------------------------------------|
| Stucco     | medium tan                          |
| Stone      | light tan                           |
| Tile       | light grey                          |
| Cornice    | light brown                         |
| Awning     | red metal frame with clay tile roof |
| Storefront | aluminum metal frame                |

- 10.406.6.8 Mechanical equipment screenings
- Rooftop mechanical equipment must be hidden or screened
  - Complies: rooftop equipment screened by wall parapet.

| REVISIONS | NO. | DATE | DESCRIPTION | BY |
|-----------|-----|------|-------------|----|
|           |     |      |             |    |
|           |     |      |             |    |
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|----------|-----------------|
| JOB NO.: | 2223            |
| PHASE:   |                 |
| DRAWN:   |                 |
| CHECKED: |                 |
| DATE:    | August 28, 2023 |

EXTERIOR ELEVATIONS

SHEET



Notice is hereby given to all interested persons that the **HUTTO PLANNING & ZONING COMMISSION** and the **HUTTO CITY COUNCIL** will hold two separate public hearings regarding the Specific Use Permit request for the property known as 901 Ed Schmidt Boulevard, to allow a drive through within the B-1 (Local Business) zoning district.

As one of the owners of property located within 600 feet of the subject properties, you are invited to attend this meeting to voice your support or opposition. Detailed information will be available on the City of Hutto website under Planning and Zoning Commission agenda/packet information at least 72-hours before the meeting date here: [http://www.hutto.tx.gov/residents/services/planning\\_and\\_zoning\\_commission\\_agendas\\_and\\_minutes.php](http://www.hutto.tx.gov/residents/services/planning_and_zoning_commission_agendas_and_minutes.php). You may also do one of the following before the meeting date:

1. Mail this form to: Development Services, 500 W. Live Oak Street, Hutto, TX 78634.
2. Email your response to: [planning@hutto.tx.gov](mailto:planning@hutto.tx.gov) Include case name, public hearing date, your name and address, and if you are in favor or against the rezoning including comments.

For additional information you may contact the Development Services-Planning staff at (512) 759-3479 or [planning@hutto.tx.gov](mailto:planning@hutto.tx.gov).

### SURROUNDING PROPERTY OWNER'S RESPONSE

**Project Name:** Specific Use Permit request for the property known as 901 Ed Schmidt Boulevard, to allow a drive through within the B-1 (Local Business) zoning district.

**Name:**

Sheryl Lealton

**Address:**

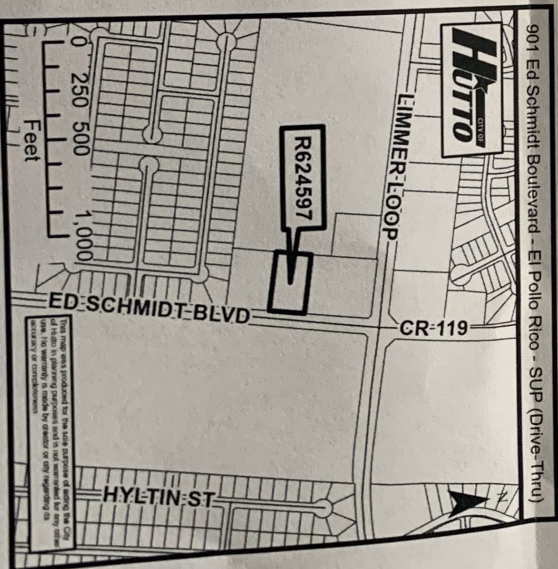
412 Farm Creek Dr.

☐ I AM IN FAVOR

☒ I OBJECT

Write comments below, attach additional pages if needed.

### SITE LOCATION MAP



# 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, October 12, 2023  
**Department:** City Secretary /  
**Staff Contact:** Angela Lewis

## BACKGROUND INFORMATION:

## SUMMARY OF REQUEST:

## STAFF REVIEW:

Staff has no recommendation

## FISCAL NOTES:

No known fiscal impact

## ATTACHMENTS:

None



# AGENDA ITEM REPORT

11.1.



**To:** City Council  
**Subject:** Consideration and possible action on Resolution No. R-2023-252 adopting the City of Hutto Sponsorship Policy (Community Experience and Engagement Hub)  
**Meeting:** Thursday, October 12, 2023  
**Department:** Community Services /  
**Staff Contact:** Kristi Barnes and Jeff White

## BACKGROUND INFORMATION:

The City of Hutto entrusted the Community Experience and Engagement Hub with the responsibility of formulating a Sponsorship Policy. This Hub comprises leaders from various city departments, including Utility Billing Court, Library, Community Outreach, Police Department, and Parks and Recreation. Moreover, all members of the City Leadership team had the opportunity to contribute their insights.

The primary objectives of this endeavor were twofold. Firstly, to develop a transparent policy that clearly outlines the guidelines and terms to prevent any potential misunderstandings. Secondly, to emphasize consistency, ensuring equitable treatment of sponsors and the provision of similar terms and benefits for all sponsors, regardless of their size or level of support. Legal has reviewed the documents to ensure adherence to legal requirements.

## SUMMARY OF REQUEST:

Approval of policy as presented.

## STAFF REVIEW:

Staff recommends approval.

## FISCAL NOTES:

This policy provides guidance to City employees in order to receive revenue associated with Sponsorship of City events or assets. At this time, the amount of revenue to be received from future sponsorships is not determinable.

## ATTACHMENTS:

1. 20231006 Hutto Res for Sponsorship Policy
2. Sponsorship Policy
3. Exh A Sponsorship Policy DP redline 10.03.23

# AGENDA ITEM REPORT

11.1.



**RESOLUTION NO. R-2023-252**

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,  
ADOPTING THE CITY OF HUTTO SPONSORSHIP  
POLICY; PROVIDING PROPER NOTICE & MEETING,  
AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Hutto recognizes the value of partnerships with the community; and

**WHEREAS**, the City Council desires to provide guidelines to the City Administration and its departments when receiving sponsorship applications; and

**WHEREAS**, the City Council desires to adopt the City of Hutto Sponsorship Policy (“Policy”), 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 adopts the Policy, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

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

**Section 4.** This Resolution shall take effect immediately upon its passage.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 12th day of October 2023 on vote of \_\_AYES; \_\_NAYS; \_\_ABSTENTIONS.

**THE CITY OF HUTTO, TEXAS**

\_\_\_\_\_  
Mike Snyder, Mayor

**ATTEST:**

\_\_\_\_\_  
Angela Lewis, City Secretary

# City of Hutto

## Sponsorship Policy

### 1. Introduction

The City of Hutto recognizes the value of partnerships with the community. The purpose of the sponsorship policy is to provide guidelines to City Administration and City departments when receiving sponsorship applications. Sponsorships could include monetary or in-kind contributions, and sponsorships for local festivals, special events, community projects, portions of City facilities, arts or programs.

### 2. Definitions

- *In-Kind Contributions*: Goods, services, or time instead of cash.
- *Sponsorship*: Sponsorship means a person or entity that provides the City with financial support for an activity, City program art installation, or facility, and may be in exchange for the City providing more than nominal recognition of the financial support. This recognition distinguishes a sponsorship from a donation. Financial assistance provided by a sponsor may consist of cash and/or in-kind contributions. A request for the City to sponsor a local festival, special event, community project or program shall be submitted by application to the City Manager and approved by the City Council.

### 3. Policy

In order to be considered for approval, the application for sponsorship must:

- Align with the City of Hutto core values and advance the mission and goals of the City of Hutto.
- Have submitted a sponsorship application form. All revenue, products, donations, sponsorships, and services received from donors and sponsors by the City of Hutto, shall be recorded and maintained by the City Manager. A record of all sponsorships and donations including name, type, contact name for the business entity or nonprofit entity, amount, and disposition of sponsorship shall be kept up-to-date and accurate by both the receiving department and the Finance Department. Donations or sponsorships paid for with a monetary contribution shall be accepted by staff in cash
- Sponsorship must not result in any competitive advantage, benefit, or preferential treatment for the sponsor outside of the sponsorship approval.



- Sponsorship applications must be submitted at least sixty (60) days prior to the event for consideration and approval by the City Manager or designee. and shall include an application for a special event permit, pursuant to Hutto City Code Article 1.07, if applicable.
- The City shall assess all sponsorship activities at any time to ensure compliance with all applicable federal and state statutes, and to all applicable City ordinances, policies, and regulations.
- The sponsorship opportunity shall not advocate a political position or elected official.
- The sponsorship organization shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sex, gender identity or sexual orientation. Further, the sponsorship organization shall comply with the requirements of the Americans with Disabilities Act.
- Any sponsorship above \$49,999.00 must be approved by the Hutto City Council.
- Purchases of tickets for city officials and/or for tables at functions promoted by organizations of which the City is a member, regardless of the cumulative amount donated by the City for individual tickets and/or for a table at the event, shall be recorded by the Finance Department; are exempt from this policy and do not require approval by the Hutto City Council.

## City of Hutto

### Sponsorship Policy

#### 1. Introduction

The City of Hutto recognizes the value of partnerships with the community. The purpose of the sponsorship policy is to provide guidelines to City Administration and City departments when receiving sponsorship applications. Sponsorships could include monetary or in-kind contributions, and sponsorships for local festivals, special events, community projects, portions of City facilities, arts or programs.

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- Sponsorship must not result in any competitive advantage, benefit, or preferential treatment for the sponsor outside of the sponsorship approval.

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- Sponsorship applications must be submitted at least sixty (60) days prior to the event for consideration and approval by the City Manager or designee, and shall include an application for a special event permit, pursuant to Hutto City Code Article 1.07, if applicable.
- The City shall assess all sponsorship activities at any time to ensure compliance with all applicable federal and state statutes, and to all applicable City ordinances, policies, and regulations.
- The sponsorship opportunity shall not advocate a political position or elected official.
- The sponsorship organization shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sex, gender identity or sexual orientation. Further, the sponsorship organization shall comply with the requirements of the Americans with Disabilities Act.
- Any sponsorship above \$49,999.00 must be approved by the Hutto City Council.
- Purchases of tickets for city officials and/or for tables at functions promoted by organizations of which the City is a member, regardless of the cumulative amount donated by the City for individual tickets and/or for a table at the event, shall be recorded by the Finance Department; are exempt from this policy and do not require approval by the Hutto City Council.

**Deleted:** <#>Opportunities receiving money from Local Hotel Occupancy Tax revenues must comply with state law, show collaboration with at least one local hotel or motel beforehand, and complete an after-action report.¶

**Deleted:** <#>are accepted year around and will be approved

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**Commented [AS8]:** I think this falls into City sponsorship of outside activities, rather than outside sponsorships of City activities/facilities, and may not be a fit for this policy.

**Commented [MW9R8]:** I don't think this should be allowed at all.

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M Calderaro

Draft "A"  
Sponsorship Policy Drafting for Internal Review and Additions

October 6, 2023

Deleted: October 3, 2023

DRAFT

Hutto / Sponsorship Policy  
Confidential / Privileged

October 6, 2023  
Page 3 of 3

Deleted: October 3, 2023



**Page 1: [1] Commented [AB3] Ashley Bailey 9/19/2023 5:44:00 PM**

Can this be created and reviewed so, upon adoption, it's all ready to go?

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not sure that we want the liability of ever having staff accept cash. I suggest that we provide an alternative.

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this seems vague. isn't the sponsorship and the recognition in and of itself an advantage and benefit? Suggest we have legal help clarify this.

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# AGENDA ITEM REPORT

11.2.



**To:** City Council  
**Subject:** Consideration and possible action on Resolution No. R-2023-266 allowing for payment from the Utility Fund balance prior to issuance of FY24 Certificates of Obligation for Water and Wastewater projects with reimbursement to the Utility Fund from issued bond proceeds (Anne LaMere)  
**Meeting:** Thursday, October 12, 2023  
**Department:** Finance /  
**Staff Contact:** Anne LaMere

## BACKGROUND INFORMATION:

The City needs to proceed on Water and Wastewater projects prior to issuance of FY24 Certificates of Obligation. Due to application in progress for a \$30M Board of Reclamation Grant and a \$50M Environmental Protection Agency Water and Finance Infrastructure Innovation Act Loan (WIFIA) and identification of a revenue stream (which may include increase in Jonah Sewer bills and/or a Water Reservation Fee to new businesses and/or an increase to citizens current water rates), the amount of the bonds is not yet known. In order to proceed on these projects, the City Engineer is requesting use of Utility Fund Balance to be repaid from bond proceeds. There are \$166M in FY 24 projects expected to be include in a bond issuance (plus possible projects from FY25). Three projects have been requested to use Utility Fund Balance to date as shown below.

| Account Code                                                      | Description                                                            | 24 Budget      | Council Agenda | Agenda Item | Contractor                | Award Amount | Remaining Budget |
|-------------------------------------------------------------------|------------------------------------------------------------------------|----------------|----------------|-------------|---------------------------|--------------|------------------|
| 58-040-058-6700                                                   | WW14-2024 SE Loop Forcemain Relocation                                 | 175,680.00     |                |             |                           |              |                  |
| 58-040-058-6700                                                   | W16-2024 Smart Ball testing, Pressure testing, and iron removal        | 1,000,000.00   | 10/12/2023     | 13.4        | DCS Engineering           | \$ 643,860   | 356,140          |
| 58-040-058-6700                                                   | W18-2024 Downtown Elevated Tank Rehabilitation                         | 1,300,000.00   | 9/28/2023      | 11.14       | LJA Engineering           | \$ 50,877    | 1,249,123        |
| 58-040-058-6700                                                   | W02-2023 Frameswitch 3.0MG GST#2                                       | 6,261,361.00   |                |             |                           |              |                  |
| 58-040-058-6700                                                   | W04-2023 Megasite Water Lines                                          | 12,745,797.00  |                |             |                           |              |                  |
| 58-040-058-6700                                                   | W07-2023 New Elevated Storage Tank (EST)                               | 3,216,500.00   | 9/28/2023      | 11.8        | COBB Fendley & Associates | \$ 1,021,474 | 2,195,026        |
| 58-040-058-6700                                                   | WW05-2023 South WWTP Final Design and Bidding for Expansion to 6 MGD   | 9,410,749.00   |                |             |                           |              |                  |
| 58-040-058-6700                                                   | WW06-2023 South WWTP Construction of 6 MGD Expansion                   | 90,000,000.00  |                |             |                           |              |                  |
| 58-040-058-6700                                                   | WW07-2023 Megasite Wastewater Lines                                    | 8,715,852.60   |                |             |                           |              |                  |
| 58-040-058-6700                                                   | WW09-2023 Brushy Creek Interceptor Phase III - Developer Participation | 5,161,316.59   |                |             |                           |              |                  |
| 58-040-058-6700                                                   | WW10-2023 SE Loop Wastewater Interceptor                               | 23,760,894.40  |                |             |                           |              |                  |
| 58-040-058-6700                                                   | Megasite East-West Spine Road W,WW & Detention Costs                   | 3,710,000.00   |                |             |                           |              |                  |
| 58-040-058-6700                                                   | F01-2024 New Public Works Facility                                     | 725,000.00     |                |             |                           |              |                  |
| Budgeted Listing of Projects to be Paid from Future FY24 CO Bonds |                                                                        | 166,183,150.59 |                |             |                           | 1,716,210.93 |                  |

## SUMMARY OF REQUEST:

Approval of the resolution as presented

## STAFF REVIEW:

Staff recommends approval

# AGENDA ITEM REPORT

11.2.



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## **FISCAL NOTES:**

Fiscal information provided above

## **ATTACHMENTS:**

1. Hutto Res Reimbursement COs 10.12.23

## **RESOLUTION NO. R-2023-266**

### **RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE CERTAIN EXPENDITURES OF THE CITY OF HUTTO, TEXAS**

**WHEREAS**, the City Council of the City of Hutto, Texas (the "Issuer" or the "City") will pay expenditures in connection with the project described on Exhibit "A" attached hereto (the "Project") from the Utility Fund Balance prior to the issuance of obligations to finance the Project; and

**WHEREAS**, the Issuer finds, considers and declares that the reimbursement of the Issuer for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the Issuer and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project.

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

**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 Issuer reasonably expects to incur debt, as one or more separate series of various types of obligations, with an aggregate maximum principal amount not to exceed \$15,000,000 for the purpose of paying the costs of the Project.

**Section 3.** All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the Issuer in furtherance of this Resolution after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

**Section 4.** The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Resolution more than three years after the date any expenditure which is to be reimbursed is paid.

**Section 5:** The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.



**Section 6.** This Resolution shall take effect immediately upon its passage.

**PASSED AND APPROVED** this 12<sup>TH</sup> day of October 2023.

---

Mike Snyder, Mayor

**ATTEST:**

---

Angela Lewis, City Secretary

## EXHIBIT A

All costs related to constructing, improving, renovating, developing and equipping, land, buildings and supporting infrastructure for the following projects:

| Account Code    | Description                                                            | 24 Budget             | Council<br>Agenda | Agenda<br>Item | Contractor                | Award<br>Amount     | Remaining<br>Budget |
|-----------------|------------------------------------------------------------------------|-----------------------|-------------------|----------------|---------------------------|---------------------|---------------------|
| 58-040-058-6700 | WW14-2024 SE Loop Forcemain Relocation                                 | 175,680.00            |                   |                |                           |                     |                     |
| 58-040-058-6700 | W16-2024 Smart Ball testing, Pressure testing, and iron removal        | 1,000,000.00          | 10/12/2023        | 13.4           | DCS Engineering           | \$ 643,860          | 356,140             |
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| 58-040-058-6700 | W02-2023 Frameswitch 3.0MG GST#2                                       | 6,261,361.00          |                   |                |                           |                     |                     |
| 58-040-058-6700 | W04-2023 Megasite Water Lines                                          | 12,745,797.00         |                   |                |                           |                     |                     |
| 58-040-058-6700 | W07-2023 New Elevated Storage Tank (EST)                               | 3,216,500.00          | 9/28/2023         | 11.8           | COBB Fendley & Associates | \$ 1,021,474        | 2,195,026           |
| 58-040-058-6700 | WW05-2023 South WWTP Final Design and Bidding for Expansion to 6 MGD   | 9,410,749.00          |                   |                |                           |                     |                     |
| 58-040-058-6700 | WW06-2023 South WWTP Construction of 6 MGD Expansion                   | 90,000,000.00         |                   |                |                           |                     |                     |
| 58-040-058-6700 | WW07-2023 Megasite Wastewater Lines                                    | 8,715,852.60          |                   |                |                           |                     |                     |
| 58-040-058-6700 | WW09-2023 Brushy Creek Interceptor Phase III - Developer Participation | 5,161,316.59          |                   |                |                           |                     |                     |
| 58-040-058-6700 | WW10-2023 SE Loop Wastewater Interceptor                               | 23,760,894.40         |                   |                |                           |                     |                     |
| 58-040-058-6700 | Megasite East-West Spine Road W,WW & Detention Costs                   | 3,710,000.00          |                   |                |                           |                     |                     |
| 58-040-058-6700 | F01-2024 New Public Works Facility                                     | 725,000.00            |                   |                |                           |                     |                     |
|                 | Budgeted Listing of Projects to be Paid from Future FY24 CO Bonds      | <u>166,183,150.59</u> |                   |                |                           | <u>1,716,210.93</u> |                     |

# AGENDA ITEM REPORT

12.1.



**To:** City Council  
**Subject:** Consideration and possible action on Ordinance No. O-2023-062 for the proposed Specific Use Permit request for the property known as 4037 FM 1660 (North), to allow an elevated water pump station (UDC 10.304.8) (Second Reading) (James Earp / Ashley Bailey)  
**Meeting:** Thursday, October 12, 2023  
**Department:** Development Services /  
**Staff Contact:** James Earp and Ashley Bailey

## BACKGROUND INFORMATION:

Staff was asked to place this item on the agenda for reconsideration given the new knowledge that Jonah pays the City \$23.87 per month for Sewer per resident when Hutto Residents and Manville Residents pay \$60.37 for sewer. Looking at possible negotiation with Jonah for all items impacting the Jonah Special Utility District.

The proposed Specific Use Permit is to allow an elevated water pump station at 4037 FM 1660 (North). The property is currently zoned Single Family (SF-1).

Jonah Water has negotiated with the Hutto ISD for the ownership of Lot 2, Block A of the Hutto Independent School District Maintenance Facility Subdivision. Jonah Water intends to use the site as a pump station facility to receive and distribute water. The facility will include but not limited to a 2 million gallon ground storage tank, pumping units, an electrical/disinfection building, and other needed items to operate the water pump station.

## Adjacent Zoning and Uses:

WEST: SF-1 , Vacant/Undeveloped

NORTH: ETJ with Development Agreement, Vacant/Undeveloped

EAST: SF-1 , Hutto ISD

SOUTH: SF-1, Hutto ISD

Jonah Water has negotiated with the Hutto ISD for the ownership of Lot 2, Block A of the Hutto Independent School District Maintenance Facility Subdivision. Jonah Water intends to use the site as a pump station facility to receive and distribute water. The facility will include but not limited to a 2 million gallon ground storage tank, pumping units, an electrical/disinfection building, and other needed items to operate the water pump station.

A Specific Use Permit is required for Public Utility Substation in the Single Family (SF-1) district.

## 10.309.12 Public utility substation

### 10.309.10.1 Definition

# AGENDA ITEM REPORT

12.1.



*Public utility substation:* facility used for collecting, processing or distributing a public utility commodity. This use includes electrical substations not in residential districts and high-tension power distribution lines, water tanks and pumps, telephone switching offices and exchanges, and similar uses; but not wireless service facilities, storage and equipment yards, and business offices.

## 10.309.10.2. Permitted locations

Public utility substations are considered subject to specific use permit review in all zoning districts and transect zones except electrical substations and high-tension power lines.

Staff sent notices to 4 adjacent property owners within 600' and to date staff has received no responses either in support or opposition of the request.

### SUMMARY OF REQUEST:

Discussion of current negotiations with Jonah

### STAFF REVIEW:

Staff recommends renegotiation with Jonah

### FISCAL NOTES:

No fiscal impact from the Special Use Permit. Approximately \$1.4M per year in increased revenue from increasing Jonah sewer rate from \$23.87 per month to \$60.38.

### ATTACHMENTS:

1. Jonah\_Water\_SUDs\_Elevated\_No\_3\_Pump\_Station\_Newspaper\_Map
2. 2023- Jonah SUP Ordinance
3. LOI
4. zoning map
5. Plat



# Jonah Water SUD's Elevated No. 3 Pump Station



N



CHANDLER RD

FM  
1660

CR-133

CR-100

R615499

0 750 1,500 3,000

Feet

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

**ORDINANCE NO. O-2023-062**

**AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO ALLOW A PUMP STATION FACILITY/PUBIC UTILITY IN THE SF-1 (SINGLE FAMILY) ZONING DISTRICT AT LOT 2, BLOCK A HUTTO INDEPENDENT SCHOOL DISTRICT MAINTENANCE FACILITY SUBDIVISION, MORE OR LESS, OF LAND, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR: FINDINGS OF FACT, ENACTMENT, REPEALER, PUBLICATION, SEVERABILITY, EFFECTIVE DATE, PENALTY, AND PROPER NOTICE & MEETING.**

**WHEREAS**, the City of Hutto is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

**WHEREAS**, the City has adopted a Unified Development Code (“UDC”), regulating the location and use of buildings, other structures and land for business, industrial, residential or other purposes, and providing for a method to amend said ordinance and map for the purpose of promoting the public health, safety, morals and general welfare, all in accordance with a comprehensive plan; and

**WHEREAS**, in accordance with the UDC, the owner of the property referenced below has filed an application for a Specific Use Permit for a Pump Station Facility/Pubic Utility in the SF-1 (Single Family) Zoning District; and

**WHEREAS**, a request has been made to the City Council of the City of Hutto, Texas to grant a Specific Use Permit to allow a Pump Station Facility/Pubic Utility use in the SF-1 (Single Family) zoning district at the property known as Lot 2, Block A Hutto Independent School District Maintenance Facility Subdivision, described in **Exhibit A**, being attached hereto and incorporated herein; and

**WHEREAS**, on the 5th day of September, 2023, after proper notification, the Planning and Zoning Commission held a public hearing on the proposed Specific Use Permit request; and

**WHEREAS**, the Planning and Zoning Commission recommended approval of the proposed Specific Use Permit request on the 5th day of September, 2023; and

**WHEREAS**, on the 21<sup>st</sup> day of September, 2023, after proper notification, the City Council held a public hearing on the proposed Specific Use Permit request; and

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

**WHEREAS**, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Article 14.02.002, Code of Ordinances (2020 Edition, as amended),

City of Hutto, Texas concerning public notices, hearings, and other procedural matters has been fully complied with; and

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

**WHEREAS**, the City Council of the City does hereby deem it advisable and in the public interest to grant such permit on the terms and conditions described herein.

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

**Section 1. Findings of Fact:** In accordance with the Unified Development Code, the City Council has considered and made findings on the following matters regarding the proposed Specific Use Permit request:

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

**Section 2. Specific Use Permit Granted:** A Specific Use Permit is hereby granted as shown and described below:

**Applicant:** Jonah SUD

**Property Address:** 4037 FM 1660N

**Legal Description:** Lot 2, Block A Hutto Independent School District Maintenance Facility Subdivision being more particularly described in **Exhibit A**.

**Specific Use:** The property shall remain located in the “SF-1 (Single Family)” Zoning District, and a Specific Use Permit permitting a Pump Station Facility/Pubic Utility is hereby granted subject to the terms and conditions provided herein

**Section 3. Zoning Ordinance and Special Terms and Conditions Applicable:** The use of the property described herein shall be subject to all the applicable regulations contained in the UDC and all other applicable and pertinent ordinances of the City, for the zoning district into which they have been assigned. In addition, use of the property described above shall be subject to all restrictions, terms and conditions contained in the Site Plan, attached as **Exhibit B**, and conditions attached as **Exhibit C**. **Exhibit B** and **Exhibit C** are incorporated herein by reference.

**Section 4. Repealer:** All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

**Section 5. Publication Cause:** The City Secretary of the City of Hutto is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law.

**Section 6. Severability:** Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

**Section 7. Passage:** Pursuant to Section 3.13 of the Hutto City Charter, the Council determined that the first reading of this ordinance is sufficient for adequate consideration by an affirmative vote of four or more members of the City Council during the first reading and the requirement for reading this Ordinance on two separate dates with was dispensed with by the affirmative vote of four or more members of the City council; therefore, this Ordinance is adopted and enacted without further readings. In the event a second reading is necessary, this Ordinance is adopted and enacted upon the affirmative vote of four or more members of the City Council upon second reading.

**Section 8. Effective Date:** This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Hutto and the laws of the State of Texas.

**Section 9. Penalty:** Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense. In addition, any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance may be subjected to such civil penalties as authorized by law.

**Section 10. Proper Notice & Meeting:** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**READ and APPROVED** on the first reading this the **21<sup>st</sup>** day of **September, 2023**.

**READ, PASSED, and ADOPTED** on the second reading of this \_\_\_\_ day of \_\_\_\_\_, **2023** 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 Lewis, City Secretary  
(SEAL)

## **EXHIBIT A – PROPERTY DESCRIPTION**

## **EXHIBIT B – SITE PLAN**

## EXHIBIT C - SPECIAL TERMS AND CONDITIONS

### **Conditions of Specific Use Permit:**

- 1.
- 2.
- 3.
- 4.
5. The Specific Use Permit is restricted to approx.. \_\_\_\_\_ sq. ft. as depicted in **Exhibit B – Site Plan.**
6. The Specific Use Permit does not run with the land, and expires with the end of the approved use.
7. The Specific Use Permit expires one (1) year from the date of approval by City Council
8. The Specific Use Permit is non-transferable.



JULY 5, 2023

TO: CITY OF HUTTO  
C/O: JOHN BYRUM  
VIA: EMAIL TO JOHN.BYRUM@HUTTOTX.GOV

RE: JONAH WATER SUD'S ELEVATED NO. 3 PUMP STATION

JONAH WATER HAS NEGOTIATED THE WITH THE HUTTO ISD FOR THE OWNERSHIP OF LOT 2, BLOCK A OF THE HUTTO INDEPENDENT SCHOOL DISTRICT MAINTENANCE FACILITY SUBD.

THE CURRENT ZONING OF THE LOCATION IS "SF1", JONAH WATER INTENDS TO USE THE SITE AS A PUMP STATION FACILITY TO RECEIVE AND DISTRIBUTE POTABLE WATER TO ITS AND CUSTOMERS. THIS FACILITY WILL INCLUDE BUT NOT LIMITED TO A 2.0-MILLION-GALLON GROUND STORAGE TANK, PUMPING UNITS, ELECTRICAL/DISINFECTION BUILDING, AND OTHER NEEDED ITEMS TO OPERATE A POTABLE WATER PUMP STATION.

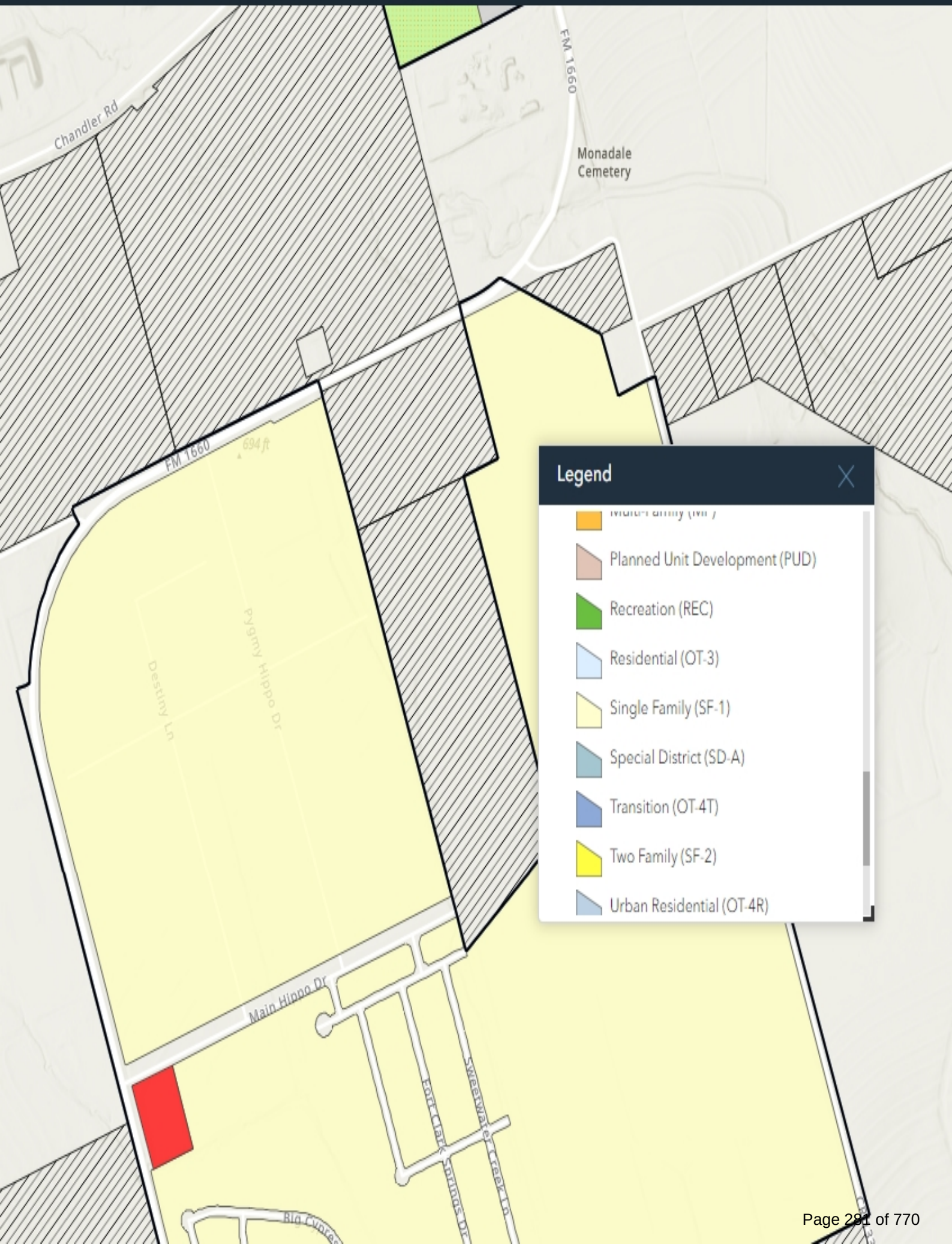
THESE PLANS HAVE BEEN REVIEWED AND RECEIVED CONDITIONAL APPROVALS FOR CONSTRUCTION BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ).

PLEASE SEE THE ATTACHED PLANS FOR YOUR USE IN REVIEW.

SINCERELY,

  
MILES WHITNEY, P.E.

# Hutto Official Zoning Map



Doc # 2021122178

# FINAL PLAT HUTTO INDEPENDENT SCHOOL DISTRICT MAINTENANCE FACILITY SUBDIVISION

| LINE TABLE |         |               | LINE TABLE |         |               | RIGHT-OF-WAY TIES |        | CURVE TABLE |         |         |                        |
|------------|---------|---------------|------------|---------|---------------|-------------------|--------|-------------|---------|---------|------------------------|
| LINE #     | LENGTH  | DIRECTION     | LINE #     | LENGTH  | DIRECTION     | Line #            | Length | CURVE #     | LENGTH  | RADIUS  | CHORD                  |
| L1         | 475.74  | N21° 05' 17"W | L17        | 420.67  | N21° 05' 17"W | T1                | 79.23  | C1          | 1733.95 | 1106.28 | N23° 25' 20"E 1561.84' |
| L2         | 1281.34 | N21° 26' 18"W | L18        | 10.00   | S84° 38' 33"W | T2                | 79.96  | C2          | 1710.44 | 1091.28 | N23° 25' 20"E 1540.66' |
| L3         | 1492.00 | N68° 19' 49"E | L19        | 2550.87 | N68° 34' 54"E | T3                | 80.19  | C3          | 296.74  | 1081.28 | N13° 37' 04"W 295.81'  |
| L4         | 775.51  | S21° 35' 08"E | L20        | 390.59  | S21° 05' 17"E | T4                | 80.01  | C4          | 318.30  | 1051.28 | S12° 48' 21"E 317.09'  |
| L5         | 2095.58 | S21° 39' 39"E | L21        | 58.90   | S68° 18' 42"W |                   |        | C5          | 1342.30 | 1061.28 | S32° 05' 25"W 1254.60' |
| L6         | 2606.72 | S68° 34' 54"W | L22        | 45.00   | S21° 41' 18"E |                   |        |             |         |         |                        |
| L7         | 55.00   | S21° 05' 17"E | L23        | 58.71   | N68° 18' 42"E |                   |        |             |         |         |                        |
| L8         | 15.00   | N68° 34' 54"E | L24        | 702.62  | S21° 26' 18"E |                   |        |             |         |         |                        |
| L9         | 420.70  | N21° 05' 17"W | L25        | 10.00   | N84° 38' 33"E |                   |        |             |         |         |                        |
| L10        | 1281.39 | N21° 26' 18"W | L26        | 308.67  | S68° 19' 49"W |                   |        |             |         |         |                        |
| L11        | 308.67  | N68° 19' 49"E | L27        | 544.58  | S68° 19' 49"W |                   |        |             |         |         |                        |
| L12        | 208.71  | N68° 19' 49"E | L28        | 15.00   | N21° 40' 11"W |                   |        |             |         |         |                        |
| L13        | 574.58  | N68° 19' 49"E | L29        | 429.96  | S68° 19' 49"W |                   |        |             |         |         |                        |
| L14        | 15.00   | S21° 40' 11"E | L30        | 533.93  | S21° 26' 18"E |                   |        |             |         |         |                        |
| L15        | 400.00  | N68° 19' 49"E | L31        | 1281.44 | N21° 26' 18"W |                   |        |             |         |         |                        |
| L16        | 55.00   | S21° 39' 39"E | L32        | 0.82    | N49° 09' 12"W |                   |        |             |         |         |                        |

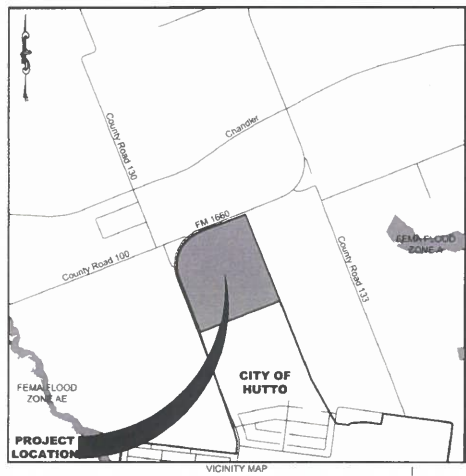


BEARINGS BASIS: NAD-83, TEXAS CENTRAL ZONE (4203), STATE PLANE SYSTEM  
THE COORDINATES AND DISTANCES FOR THIS PROJECT ARE SURFACE BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00012

BENCHMARK: TxDOT BRASS DISC FOUND IN CONCRETE SURFACE COORDINATES  
N 10186515.66  
E 3173706.25  
ELEVATION 677.67  
VERTICAL DATUM: NAVD-83 (GEOID 2012A)  
SEE SHEET 02 FOR BENCHMARK LOCATION ALONG WEST SIDE OF F.M. 1660

RICKY D. KRUGER, et al  
NORTHERLY REWMAN PORTION  
OF THE CALLED 163.99 AC  
DOC NO. 2016121073  
O.P.R.W.C.T.

DESCRIBED IN VOL. 491, PG. 547 D.R.W.C.T.



- LEGEND**
- IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING"
  - IRON ROD FOUND
  - △ CALCULATED POINT
  - TxDOT TYPE I CONCRETE MONUMENT FOUND
  - BENCHMARK
  - ETJ EXTRATERRITORIAL JURISDICTION
  - ROW RIGHT-OF-WAY
  - D.R.W.C.T. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
  - O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

**OWNER**  
BRANDON CARDWELL  
DIRECTOR OF FACILITIES AND OPERATIONS  
HUTTO INDEPENDENT SCHOOL DISTRICT  
P.O. BOX 430  
HUTTO, TEXAS 78634  
PHONE 512.759.5474  
EMAIL BRANDON.CARDWELL@HUTTOISD.NET

**SURVEYOR**  
SHANE SHAVER, RPLS  
DIAMOND SURVEYING, INC.  
118 SKYLINE ROAD  
GEORGETOWN, TEXAS 78628  
PHONE 512.931.3100  
EMAIL SHANE@DIAMONDSURVEYING.COM

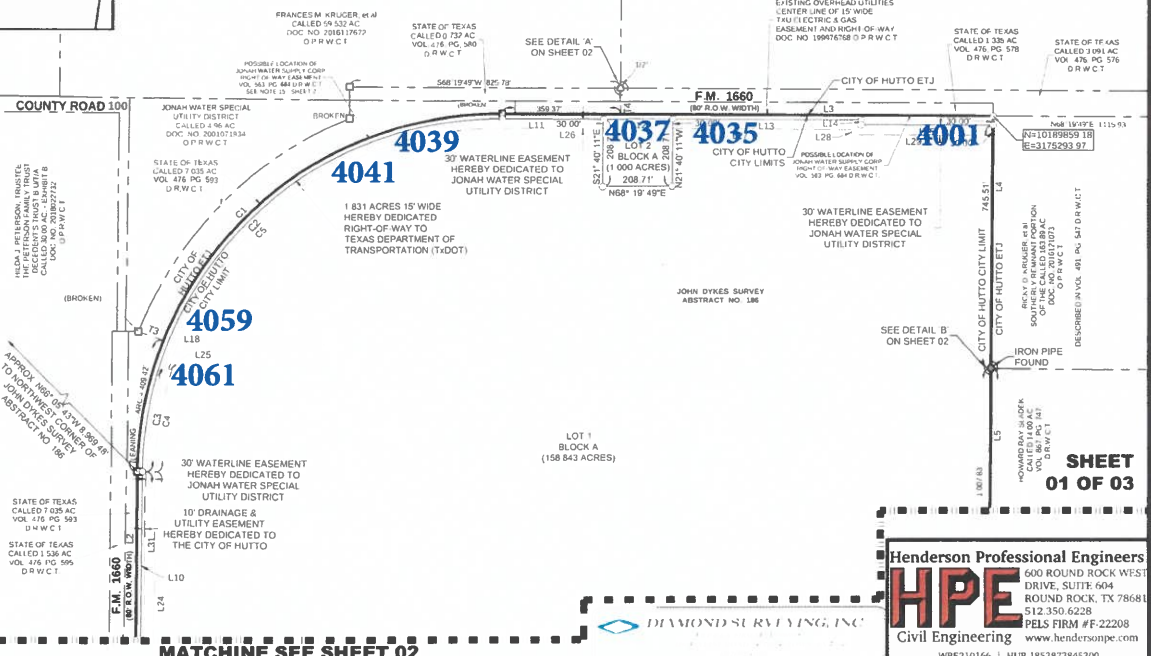
**ENGINEER**  
JENNIFER HENDERSON, P.E.  
HENDERSON PROFESSIONAL ENGINEERS, LLC  
FIRM # 22208  
600 ROUND ROCK WEST DRIVE, SUITE 604  
ROUND ROCK, TEXAS 78681  
PHONE 512.350.6228  
EMAIL JEN@HENDERSONPE.COM

**SUBMITTAL DATE** 5/5/2021

**ORIGINAL SURVEY** JOHN DYKES SURVEY  
ABSTRACT NO. 186

**FEMA FLOODPLAIN** THERE IS NO ENCROACHMENT OF THE 100 YEAR FLOOD PLAIN AS SHOWN ON FIRM PANEL 48491C0510F DATED DECEMBER 20, 2019

**TOTAL ROW TO BE DEDICATED** 122 AC  
**TOTAL BLOCKS** 1  
**TOTAL LOTS** 2  
**TOTAL AREA** 164.965



MATCHLINE SEE SHEET 02

DIAMOND SURVEYING, INC.

**Henderson Professional Engineers**  
**HPE**  
Civil Engineering  
600 ROUND ROCK WEST DRIVE, SUITE 604  
ROUND ROCK, TX 78681  
512.350.6228  
PELS FIRM #F-22208  
WB210166 | HUB 18538738453300  
www.hendersonpe.com

CITY PROJECT NUMBER: 1803-PLAT



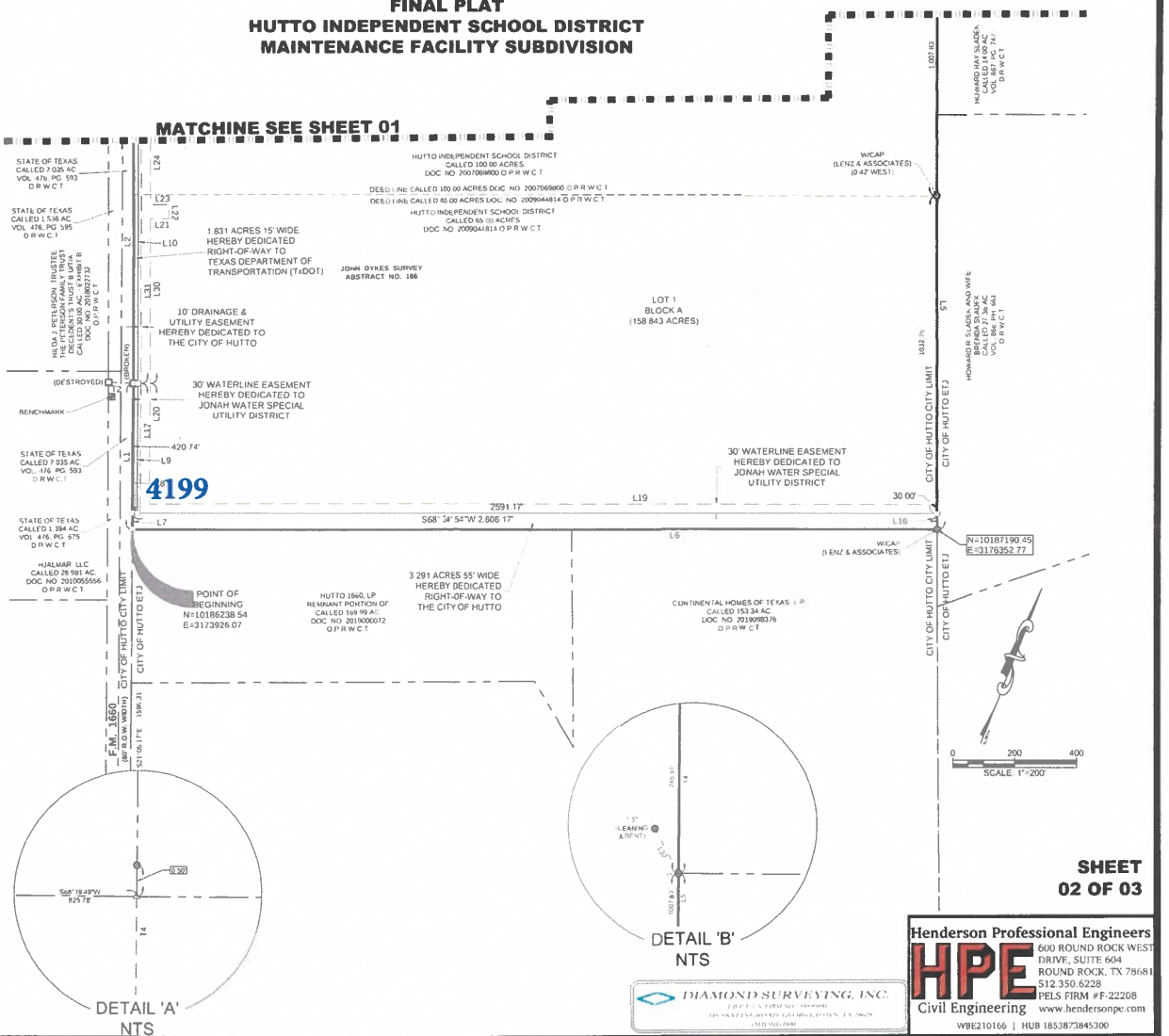
Doc # 2021122178

# FINAL PLAT HUTTO INDEPENDENT SCHOOL DISTRICT MAINTENANCE FACILITY SUBDIVISION

MATCHLINE SEE SHEET 01

## NOTES

1. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
2. BUILDING SETBACK LINES SHALL CONFORM TO UDC REQUIREMENTS.
3. A 5' P.U.E. IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
4. A 5' P.U.E. IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
6. WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WASTEWATER SYSTEM IMPROVEMENTS ARE INSTALLED TO THIS SITE. CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WASTEWATER IMPROVEMENTS REQUIRED TO SERVICE THIS SITE.
7. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.
8. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE WATER: JONAH WATER SPECIAL UTILITY DISTRICT; WASTEWATER: CITY OF HUTTO; ELECTRIC: ONCOR ELECTRIC DELIVERY; GAS: ATMOS ENERGY.
9. THERE ARE NO AREAS WITHIN THE BOUNDARIES OF THIS SUBDIVISION IN THE 100-YEAR FLOODPLAIN AS DEFINED BY FIRM MAP NUMBER 48491C0510F EFFECTIVE DATE OF DECEMBER 20, 2019.
10. THE 184.965 ACRE TRACT OF LAND DESCRIBED HEREIN IS SUBJECT TO THE FOLLOWING PIPELINE EASEMENTS TO JONAH WATER SUPPLY CORP. VOLUME 562, PAGE 684, VOLUME 563, PAGE 685 AND VOLUME 563, PAGE 687 ALL OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. NO DESCRIPTION OF THE LOCATION OF THE PIPELINE IS CONTAINED IN SAID DOCUMENTS. THE EXISTENCE AND/OR LOCATION OF THE PIPELINE IS NOT KNOWN BY THE SURVEYOR. SAID INSTRUMENT STATES: "THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPE LINE AS INSTALLED." THE WATERLINE SHOWN HEREON IS AS MARKED ON THE GROUND WITH PIN FLAGS MARKED (JONAH WATER 512-759-1286). THE POSSIBLE LOCATION OF THE AFOREMENTIONED VOLUME 563, PG. 684 AND VOLUME 563, PG. 687 HAVE BEEN PLOTTED HEREON.
11. THE LOCATION OF THE UNDERGROUND TELEPHONE LINE SHOWN HEREON IS FROM INFORMATION SHOWN ON THE TxDOT RIGHT-OF-WAY STRIP MAP, APPROVED DATE AUGUST 3, 1985. THE SURVEYOR DID NOT ATTEMPT TO PROVE THE EXISTENCE AND/OR LOCATION OF THIS LINE.
12. ON-SITE STORMWATER DETENTION FACILITIES WILL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2, 10, 25 AND 100-YEAR STORM EVENTS.
13. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
14. THIS SUBDIVISION SHALL BE ZONED SF-1.
15. SIDEWALKS WILL BE PROVIDED ON THE ISD SIDE OF THE FUTURE ROAD TO THE SOUTH END OF THE PROPERTY AND ON THE ISD SIDE OF THE INTERNAL JOINT ACCESS DRIVE. TREES WILL BE PROVIDED ON THE ISD SIDE OF THE FUTURE ROAD TO THE SOUTH SIDEWALKS AND TREES WILL BE PROVIDED ON THE ISD SIDE OF FM 1660.
16. THIS SUBDIVISION SHALL BE ZONED SF-1.



SHEET  
02 OF 03

**Henderson Professional Engineers**  
**HPE**  
Civil Engineering  
600 ROUND ROCK WEST  
DRIVE, SUITE 604  
ROUND ROCK, TX 78681  
512.350.6228  
PELS FIRM #F-22208  
www.hendersonpe.com  
WB0210166 | HUB 1853873845300

**DIAMOND SURVEYING, INC.**  
200 E. U.S. 90, SUITE 100  
DALLAS, TEXAS 75243  
(214) 422-1100

CITY PROJECT NUMBER: 1803 PLAT



Doc# 2021123178

METES AND BOUNDS DESCRIPTION

FOR A 154.965 ACRE TRACT OF LAND SITUATED IN THE JOHN DYKES SURVEY ABSTRACT NO. 186 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE CALLED 100.00 ACRE TRACT OF LAND CONVEYED TO THE HUTTO INDEPENDENT SCHOOL DISTRICT, RECORDED IN DOCUMENT NO. 200706800 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING ALL OF THE CALLED 65.90 ACRE TRACT OF LAND CONVEYED TO THE HUTTO INDEPENDENT SCHOOL DISTRICT, RECORDED IN DOCUMENT NO. 200904414 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 154.965 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING" ON THE SOUTHWEST CORNER OF SAID 65.00 ACRE HUTTO INDEPENDENT SCHOOL DISTRICT TRACT, SAME BEING ON THE EASTERN BOUNDARY LINE OF THE CALLED 7.035 ACRE TRACT OF LAND CONVEYED TO THE STATE OF TEXAS, RECORDED IN VOLUME 476, PAGE 593 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING ON THE EASTERN RIGHT-OF-WAY LINE OF F.M. 1660 (80' RIGHT-OF-WAY WIDTH), SAME BEING ON THE NORTHWEST CORNER OF THE REMAINT PORTION OF THE CALLED 166.99 ACRE TRACT OF LAND CONVEYED TO HUTTO 1660, I.P. RECORDED IN DOCUMENT NO. 201900072, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE SOUTHWEST CORNER AND POINT OF BEGINNING HEREOF, FROM WHICH A TIDOT TYPE 1 CONCRETE MONUMENT FOUND MONUMENTING AN ANGLE POINT ON SAID EASTERN RIGHT-OF-WAY LINE OF F.M. 1660, SAME BEING ON THE WESTERN BOUNDARY LINE OF THE CALLED 153.34 ACRE TRACT OF LAND CONVEYED TO CONTINENTAL HOMES OF TEXAS, L.P. RECORDED IN DOCUMENT NO. 201909376, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEARS S 21°05'17" E FOR A DISTANCE OF 1596.31 FEET.

THENCE, N 21°05'17" W WITH THE WESTERN BOUNDARY LINE OF SAID 65.00 ACRE HUTTO INDEPENDENT SCHOOL DISTRICT TRACT, SAID EASTERN BOUNDARY LINE OF THE 7.035 ACRE STATE OF TEXAS TRACT AND SAID EASTERN RIGHT-OF-WAY LINE OF F.M. 1660 FOR A DISTANCE OF 475.74 FEET TO A TIDOT TYPE 1 CONCRETE MONUMENT FOUND (BROKEN) MONUMENTING AN ANGLE POINT HEREOF, FROM WHICH A TIDOT TYPE 1 CONCRETE MONUMENT FOUND (BROKEN) MONUMENTING AN ANGLE POINT ON THE EAST BOUNDARY LINE OF THE CALLED 26.881 ACRE TRACT OF LAND CONVEYED TO HUALMAR LLC, RECORDED IN DOCUMENT NO. 201905558, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THE WEST BOUNDARY LINE OF THE CALLED 1.384 ACRE TRACT OF LAND CONVEYED TO THE STATE OF TEXAS, RECORDED IN VOLUME 476, PAGE 875 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING ON THE WESTERN RIGHT-OF-WAY LINE OF SAID F.M. 1660, BEARS S 71°05'37" W FOR A DISTANCE OF 79.96 FEET.

THENCE, N 21°28'18" W WITH SAID WESTERN BOUNDARY LINE OF THE 65.00 ACRE HUTTO INDEPENDENT SCHOOL DISTRICT TRACT, THE WESTERN BOUNDARY LINE OF SAID 100.00 ACRE HUTTO INDEPENDENT SCHOOL DISTRICT TRACT, SAID EASTERN BOUNDARY LINE OF THE 7.035 ACRE STATE OF TEXAS TRACT AND SAID EASTERN RIGHT-OF-WAY LINE OF F.M. 1660 FOR A DISTANCE OF 1291.34 FEET TO A TIDOT TYPE 1 CONCRETE MONUMENT FOUND (BROKEN) MONUMENTING THE BEGINNING OF A CURVE TO THE RIGHT HEREOF.

THENCE, WITH THE NORTHWESTERLY BOUNDARY LINE OF SAID 100.00 ACRE HUTTO INDEPENDENT SCHOOL DISTRICT TRACT, THE SOUTHEASTERLY BOUNDARY LINE OF SAID 7.035 ACRE STATE OF TEXAS TRACT AND THE SOUTHEASTERN RIGHT-OF-WAY LINE OF SAID F.M. 1660, WITH SAID CURVE TO THE RIGHT AN ARC LENGTH OF 1233.95 FEET, SAID CURVE HAVING A RADIUS OF 1198.26 FEET, A DELTA ANGLE OF 89°48'14" AND A CHORD WHICH BEARS N 23°29'20" E FOR A DISTANCE OF 1561.84 FEET TO A TIDOT TYPE 1 CONCRETE MONUMENT FOUND (BROKEN) MONUMENTING THE END OF THIS CURVE HEREOF.

THENCE, N 88°18'49" E WITH THE NORTHERLY BOUNDARY LINE OF SAID 100.00 ACRE HUTTO INDEPENDENT SCHOOL DISTRICT TRACT, THE SOUTHERLY BOUNDARY LINE OF SAID 7.035 ACRE STATE OF TEXAS TRACT AND THE SOUTHERLY BOUNDARY LINE OF THE CALLED 1.335 ACRE TRACT OF LAND CONVEYED TO THE STATE OF TEXAS, RECORDED IN VOLUME 476, PAGE 574 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF F.M. 1660 FOR A DISTANCE OF 1482.00 FEET TO A 1/2" IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING" ON THE NORTHEAST CORNER OF SAID 100.00 ACRE HUTTO INDEPENDENT SCHOOL DISTRICT TRACT AND THE SOUTHEAST CORNER OF THE CALLED 1.335 ACRE STATE OF TEXAS TRACT AND THE NORTHWEST CORNER OF THE SOUTHERLY REMAINT PORTION OF THE CALLED 153.89 ACRE TRACT OF LAND CONVEYED TO RICKY D. KRUEGER ET AL, RECORDED IN DOCUMENT NO. 201812103 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE NORTHEAST CORNER HEREOF, FROM WHICH A 1/2" IRON ROD FOUND MONUMENTING THE NORTHEAST CORNER OF SAID REMAINT PORTION OF THE 153.89 ACRE KRUEGER TRACT, SAME BEING ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF F.M. 1660, BEARS N 68°19'49" E FOR A DISTANCE OF 1115.93 FEET.

THENCE, S 21°35'08" W WITH THE EASTERN BOUNDARY LINE OF SAID 100.00 ACRE HUTTO INDEPENDENT SCHOOL DISTRICT TRACT AND THE WESTERN BOUNDARY LINE OF SAID REMAINT PORTION OF THE 153.89 ACRE KRUEGER TRACT FOR A DISTANCE OF 775.51 FEET TO A 1" IRON PIPE FOUND MONUMENTING AN ANGLE POINT IN SAID EASTERN BOUNDARY LINE OF THE 100.00 ACRE HUTTO INDEPENDENT SCHOOL DISTRICT TRACT, THE SOUTHWEST CORNER OF SAID REMAINT PORTION OF THE 153.89 ACRE KRUEGER TRACT AND THE NORTHWEST CORNER OF THE CALLED 14.00 ACRE TRACT OF LAND CONVEYED TO HOWARD RAY SLADEK, RECORDED IN VOLUME 867, PAGE 147 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR AN ANGLE POINT HEREOF, FROM A 1/2" IRON PIPE FOUND BEARS N 49°09'12" W FOR A DISTANCE OF 0.82 FEET.

THENCE, S 21°32'30" E WITH THE EASTERN BOUNDARY LINE OF SAID 100.00 ACRE HUTTO INDEPENDENT SCHOOL DISTRICT TRACT, THE WESTERN BOUNDARY LINE OF SAID 65.00 ACRE HUTTO INDEPENDENT SCHOOL DISTRICT TRACT, THE WESTERN BOUNDARY LINE OF SAID 14.00 ACRE SLADEK TRACT AND IN PART WITH THE WESTERN BOUNDARY LINE OF THE CALLED 27.36 ACRE TRACT OF LAND CONVEYED TO HOWARD R. SLADEK AND WIFE, BRENDA SLADEK, RECORDED IN VOLUME 866, PAGE 661 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, PASSING AT A DISTANCE OF 1007.83 FEET AN IRON ROD FOUND WITH CAP MARKED "LENZ & ASSOCIATES", 0.42' WEST OF THIS LINE, IN ALL A TOTAL DISTANCE OF 2095.94 FEET TO AN IRON ROD FOUND WITH CAP MARKED "LENZ & ASSOCIATES" MONUMENTING THE SOUTHEAST CORNER OF SAID 65.00 ACRE HUTTO INDEPENDENT SCHOOL DISTRICT TRACT AND THE NORTHEAST CORNER OF SAID 153.34 ACRE CONTINENTAL HOMES OF TEXAS, L.P. TRACT FOR THE SOUTHEAST CORNER HEREOF.

THENCE, S 68°34'54" W WITH THE SOUTH BOUNDARY LINE OF SAID 65.00 ACRE HUTTO INDEPENDENT SCHOOL DISTRICT TRACT, IN PART WITH THE NORTH BOUNDARY LINE OF SAID 153.34 ACRE CONTINENTAL HOMES OF TEXAS, L.P. TRACT AND SAID 169.89 ACRE HUTTO 1660, L.P. TRACT FOR A DISTANCE OF 2668.72 FEET TO THE POINT OF BEGINNING HEREOF, AND CONTAINING 154.965 ACRES OF LAND MORE OR LESS.

BEARING BASIS: NAD-83, TEXAS CENTRAL ZONE (4203), DISTANCES SHOWN HEREON ARE SURFACE BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.0002

FINAL PLAT  
HUTTO INDEPENDENT SCHOOL DISTRICT  
MAINTENANCE FACILITY SUBDIVISION

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

WE, HUTTO INDEPENDENT SCHOOL DISTRICT, OWNERS OF THAT CERTAIN 100.00 ACRE TRACT OF LAND, SHOWN HEREON AND RECORDED IN DOCUMENT NO. 200706800 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND THAT CERTAIN 65.00 ACRE TRACT OF LAND SHOWN HEREON AND RECORDED IN DOCUMENT NO. 200904414 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THERE ARE NO LIEN HOLDERS OF SAID TRACTS OF LAND AND DOES HEREBY SUBDIVIDE 164.968 ACRES AS SHOWN HEREON AND DOES HEREBY DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHT-OF-WAY EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF HUTTO MAY DEEM APPROPRIATE AND DOES HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THE SUBDIVISION IS TO BE KNOWN AS HUTTO INDEPENDENT SCHOOL DISTRICT MAINTENANCE FACILITY SUBDIVISION.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 21<sup>st</sup> DAY OF July, 2021

BRANDON CARDWELL, CLERK, E. SHARDA THOMAS, PHD  
DIRECTOR OF SCHOOLS AND OPERATIONS  
HUTTO INDEPENDENT SCHOOL DISTRICT  
P.O. BOX 430  
HUTTO, TEXAS 75854

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BRANDON CARDWELL, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREOF.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 21<sup>st</sup> DAY OF July, 2021

Linda Runneger

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:



STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

I, SHANE SHAFER, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 5281, IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY AND THAT PROPERTY MARKERS AND MONUMENTS WERE PLACED UNDER MY SUPERVISION ON THE GROUND. THE FIELD WORK WAS COMPLETED ON Nov. 6, 2020.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL THIS 9<sup>th</sup> DAY OF JULY, 2021

Shane Shafer

SHANE SHAFER  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5281  
STATE OF TEXAS  
116 SKYLINE ROAD  
GEORGETOWN, TEXAS 78626  
512.931.3100



STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

I, JENNIFER L. HENDERSON, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CODES AND ORDINANCES OF THE CITY OF HUTTO, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT CITY OF GEORGETOWN, WILLIAMSON COUNTY, TEXAS, THIS 10<sup>th</sup> DAY OF July, 2021

JENNIFER L. HENDERSON  
REGISTERED PROFESSIONAL ENGINEER, NO. 116883  
STATE OF TEXAS  
600 ROUND ROCK WEST DRIVE, SUITE 604  
ROUND ROCK, TEXAS 78681  
512.350.6228



PLANNING AND ZONING COMMISSION CHAIR SIGNATURE:

THIS PLAT WAS APPROVED FOR RECORDING BY THE HUTTO PLANNING AND ZONING COMMISSION ON THIS 6<sup>th</sup> DAY OF July, 2021

ASHLEY LUMPKIN, AT  
CITY OF HUTTO, DEVELOPMENT SERVICES DEPARTMENT

THIS IS LOCATED WITHIN THE INCORPORATED CITY LIMITS OF HUTTO THIS IS 3<sup>rd</sup> DAY OF August, 2021

Ashley Lumpkin  
CITY OF HUTTO, DEVELOPMENT SERVICES DEPARTMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 17<sup>th</sup> DAY OF August 2021 A.D. AT 1:10 O'CLOCK P.M. AND DULY RECORDED THIS 17<sup>th</sup> DAY OF August, 2021 A.D. AT 1:10 O'CLOCK P.M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. 2021123178.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY AT MY OFFICE IN GEORGETOWN, TEXAS THE DATE LAST SHOWN ABOVE WRITTEN



NANCY RISTER, CLERK COUNTY COURT  
OF WILLIAMSON COUNTY, TEXAS

By: Brenda McKenzie  
Brenda McKenzie  
DEPUTY

SHEET  
03 OF 03

Henderson Professional Engineers  
600 ROUND ROCK WEST  
DRIVE, SUITE 604  
ROUND ROCK, TX 78681  
512.350.6228  
PELS FIRM #F-22208  
Civil Engineering www.hendersonpe.com  
WBCE210166 | HUB 1853873845300



CITY PROJECT NUMBER 1803 PLAT

# AGENDA ITEM REPORT

12.2.



**To:** City Council  
**Subject:** Discussion and possible action authorizing release of memo relating to Article 6, Recall of the Hutto City Charter (Legal)  
**Meeting:** Thursday, October 12, 2023  
**Department:** Legal /  
**Staff Contact:** Dottie Palumbo

## BACKGROUND INFORMATION:

Article 6, Recall of the Hutto City Charter provides for the procedures and requirements for Recall of a member of the Hutto City Council.

Council has received a legal memo explaining the procedures and requirements relating to Hutto City Charter Article 6, Recall.

Council may consider releasing the legal memo for the public.

## SUMMARY OF REQUEST:

Receive legal information

## STAFF REVIEW:

Staff has no recommendation

## FISCAL NOTES:

No known fiscal impact

## ATTACHMENTS:

None

# AGENDA ITEM REPORT

13.1.



**To:** City Council  
**Subject:** Consideration and possible action on Resolution No. R-2023-231 approving the amendment to Individual Project Order (IPO) 2023-06 with STV for professional services to include the design for the South East Loop Wastewater Interceptor Project (Capital Improvement Project WW10-2023) in the amount of \$1,872,629.02 (Matt Rector)  
**Meeting:** Thursday, October 12, 2023  
**Department:** Engineering /  
**Staff Contact:** Matt Rector

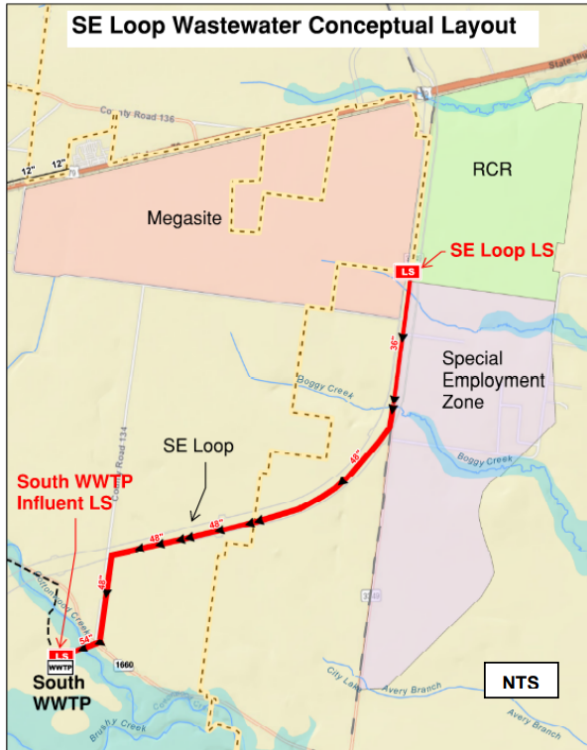
## BACKGROUND INFORMATION:

City Council previously approved a contract for a route study and 30% design development of the South East (SE) Loop Wastewater Interceptor project. The current contract with CP&Y, INC. (DBA STV Infrastructure) for SE Loop Wastewater Interceptor does not currently include completion of design to produce 100% plans, specifications and estimate, bidding, and construction phase services that would be required as part of this project. Because these items are necessary to complete the package for bidding purposes, staff is recommending an update to this contract.

This contract amendment would include Design Documents (60%, 90%, Permitting, Issues for Bid); Special Services - i. Surveying ii. Subsurface Utility Engineering iii. Environmental Evaluation iv. Geotechnical Investigation v. ROW/Easement Services; Bid Phase Services; and Construction Phase Services. An Exhibit for Projects WW11 shown below.

# AGENDA ITEM REPORT

13.1.



The SE Loop Wastewater Interceptor: Improvements consist of approximately 23,000 linear feet (LF) of 54-inch, 48-inch, and 36-inch diameter wastewater interceptor from the South WWTP to the SE Loop LS. The purpose of the project is to provide gravity wastewater service to the Megasite, adjacent development, and future developments north of Highway 79 and future projects east/southeast of the SE Loop and projects south of the Megasite in the Boggy Creek drainage area (including the Stromberg, Walther Farms, and Halcyon developments). The project may relieve the SE Loop Lift Station.

The purpose of this item is to amend the Individual Project Order (IPO) 2023-06 with STV to include completing design, permitting, bidding, and construction phase services.

## SUMMARY OF REQUEST:

Approval of resolution as presented

## STAFF REVIEW:

Staff recommends approval



# AGENDA ITEM REPORT

13.1.



## FISCAL NOTES:

The \$1.872M for this award to STV is being funded from the Coronavirus State and Local Fiscal Recovery Fund (Account Code 65-040-058-6682) \$10M grant from the County which is on the next County Commissioners agenda.

The total project amount is \$54.6M. The city has spent \$153k against a \$317k purchase order. \$36.2M is in the budget for FY24 to be paid from the \$10M County ARPA Grant, from 2022 Certificates of Obligation and from expected to be issued FY24 Certificates of Obligation. The remaining \$18.1M is shown in the Capital Improvement Plan for FY25.

## ATTACHMENTS:

1. Hutto Res-STV-SE Loop WW Interceptor
2. CPY\_Amendment to IPO 2023-06\_SE Loop WWI\_DRAFT PROPOSAL
3. Original IPO
4. Original Resolution
5. Original Agenda Item
6. Task Order Addendum - Certification and Verification HB 1295No Boycott

**RESOLUTION NO. R-2023-231**

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE CONTRACT BETWEEN CP&Y INC. (DBA STV INFRASTRUCTURE) AND THE CITY OF HUTTO IN THE AMOUNT OF \$1,872,629.02 FOR ENGINEERING SERVICES ASSOCIATED WITH THE SOUTH EAST LOOP WASTEWATER INTERCEPTOR PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THIS AND FUTURE CHANGE ORDERS IN COMPLIANCE WITH THE CITY OF HUTTO FINANCE POLICY; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council awarded an Individual Project Order to CP&Y Inc. (DBA STV Infrastructure)., for the preliminary engineering and 30% design of the South East Loop Wastewater Interceptor on March 23, 2023; and

**WHEREAS**, the City Council wishes to continue the design of the project to proceed on to construction of the interceptor to facilitate future growth in the city; and

**WHEREAS**, the City Council desires to authorize the City Manager to execute the amendment to the original agreement ("Agreement"), attached as Exhibit A.

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

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

**Section 2:** That the Hutto City Council hereby approves and authorizes the City Manager to execute the Change Order to the Agreement, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

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

**Section 4.** This Resolution shall take effect immediately upon its passage.

**RESOLVED** this 12th day of October, 2023.

---

Mike Snyder, Mayor

**ATTEST:**

---

Angela Lewis, City Secretary



## Amendment No. 1 to IPO 2023-06

### Master Agreement for Continuing Professional Services

---

In accordance with the Master Agreement for Continuing Professional Services between the City of Hutto (Owner) and Vendor, the parties agree as follows:

1. Background Data
  - a. Effective Date of Task Order: September 21, 2023
  - b. Owner: City of Hutto
  - c. Vendor: CP&Y, INC. (DBA STV INFRASTRUCTURE)

Specific Project (title): Design for SE Loop WWI

- 1) Scope of services for SE Loop WWI project will include the following services:
  - a. Project Management
  - b. Design Coordination
  - c. Design Documents (60%, 90%, Permitting, Issues for Bid)
  - d. Special Services
    - i. Surveying
    - ii. Subsurface Utility Engineering
    - iii. Environmental Evaluation
    - iv. Geotechnical Investigation
    - v. ROW/Easement Services
  - e. Bid Phase Services
  - f. Construction Phase Services
  - g. Additional Services

|         |                            |                     |
|---------|----------------------------|---------------------|
| 2. Fee: | BASIC SERVICES NTE         | \$1,565,419.02      |
|         | <u>ADDITIONAL SERVICES</u> | <u>\$307,210.00</u> |
|         | TOTAL NTE                  | \$1,872,629.02      |

3. Deadline: This form is to be signed along with any supplementary materials and must be submitted to Matt Rector, City Engineer via email by **9-22-23**, 2023 at 12PM CST.

Point of Contact  
Matt Rector  
City Engineer  
[Matt.Rector@HuttoTX.gov](mailto:Matt.Rector@HuttoTX.gov)  
512-759-4025



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

Vendor agrees to provide the services within this Task Order and Vendor is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is September 21, 2023.

OWNER:

CONSULTANT:

By:

By:

Print Name:

Print Name:

Title: \_\_\_\_\_ Title: \_\_\_\_\_



## **Attachment A – Scope of Services**

**Amendment 1 to:**

**Project No:**

**WW-11: SE Loop Wastewater Interceptor**

**September 12, 2023**

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## 0.0 Project Description

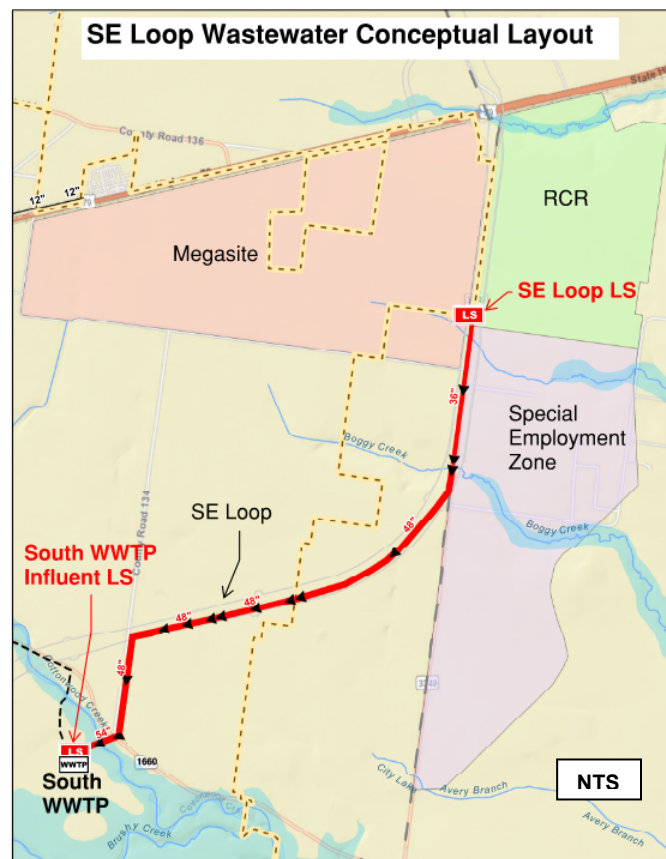
This scope of services includes design services for the following capital improvement project of the City of Hutto's Capital Improvements Project Program:

**Project No. WW-11 – SE Loop Wastewater Interceptor:** Improvements consist of approximately 23,000 linear feet (LF) of 54-inch, 48-inch, and 36-inch diameter wastewater interceptor from the South WWTP to the SE Loop LS. The purpose of the project is to provide gravity wastewater service to the Megasite, adjacent development, and future developments north of Highway 79 and future projects east/southeast of the SE Loop and projects south of the Megasite in the Boggy Creek drainage area (including the Stromberg, Walther Farms, and Halcyon developments). The project may relieve the SE Loop Lift Station.

The wastewater interceptor will be installed by open trench and various trenchless technologies where needed. The project will be designed based on City of Hutto and TCEQ guidelines and requirements.

An overview of the proposed alignments for the new wastewater interceptor is provided in the figure below.

The initial IPO 2023-06 scope included a route study and 30% design development. This Amendment includes design, bid and construction phase services for the subject project.





## **1.0 Project Management**

### **1.1 Project Schedule**

The consultant shall progress through the project scope of work allowing two (2) weeks for each City review of milestone submittals. The anticipated duration of this agreement is 36 months (design through construction).

The consultant shall prepare a basic Gantt chart demonstrating the proposed project schedule upon receipt of the NTP and provide monthly schedule updates as the project progresses.

### **1.2 Meetings**

Consultant shall include time and resources to support the following Project meetings. Engineer will develop agenda, facilitate the meeting, and provide meeting minutes.

- Monthly Progress Meetings during design
- 60% Design Milestone Plan Review Meeting
- 90% Design Milestone Plan Review Meeting

### **1.3 Programmatic Reporting**

Consultant shall provide monthly status reports to the City team, identifying progress made, outstanding action items, and next deliverable. Consultant shall also keep a complete organization chart with Key Personnel identified.

## **2.0 Design Coordination**

The Consultant shall attend coordination meetings with the City and other agencies as required. The Consultant shall prepare exhibits for these meetings when appropriate.

### **2.1 Utility Conflicts**

The Consultant shall prepare and furnish a proposed utility conflict resolution plan to the City and to all known utility owners potentially affected by the pipeline. The Consultant shall evaluate potential utility conflicts, coordinate with the affected utility owner, and develop an executable and agreeable plan to mitigate. Conflict coordination is anticipated to include up to 6 utility owners. The Consultant shall include approved utility conflict resolution plan in the 60% design drawings and specifications.

### **2.2 Land Owner Considerations**

The Consultant shall incorporate land owner considerations based on feedback provided through coordination with the land agent during the course of this agreement. Actionable items shall be visually indicated in the design drawings and described by parcel within the construction Special Provisions. It is anticipated that there will be coordination with up to seven (7) unique property owners outside of the proposed Williamson County SE Loop right of way.

## **2.3 Permitting**

The Consultant shall prepare final plans and pertinent documentation for submittal to local, state, and federal agencies as well as other entities as necessary to secure needed permits for construction.

Anticipated permits needed prior to construction includes:

- TCEQ Permit to Construct
- TXDOT Utility Permit
- County Utility Permit
- USACE Section 404 Permit
- Franchise Utility Permits
- Easement Encroachment Permits

The consultant shall be responsible for addressing comments issued from regulatory agencies

## **2.4 Adjacent Project Coordination**

The Consultant shall coordinate with the following adjacent projects (by others) throughout the course of design, and incorporate updates as adjacent projects develop:

- Williamson County and their Road Bond Team including design engineer(s), for the proposed SE Loop County road improvements
- City of Taylor, for wastewater service and jurisdictional coordination items
- Design Engineers of adjacent City projects, including South WWTP Influent Lift Station and Megasite Lift Station

## **3.0 Design**

The Consultant shall progress the design of the Project and develop milestone submittals for review as defined in the following subsections. Design will be based on the alignment approved during the 30% design phase (as part of the previous agreement).

### **3.1 60% Design Milestone Submittal**

The Consultant shall refine the 30% design to 60% complete design by providing additional detail including the following design elements:

- Plan and profile sheets at a scale of 1"=40'
- Connection plans for South WWTP Influent Lift Station and Megasite Lift Station
- Incorporate survey, geotechnical, SUE, and environmental data
- Identify manhole locations and sizes
- Confirm limits of open cut and trenchless construction
- Determine the locations of air release and drain valve assemblies
- Call out and estimate quantities for surface restoration
- Develop summary tables for pay quantities
- Specification Table of Contents, and draft special specifications

Any trenchless segments required are anticipated to be constructed by boring of a steel encasement pipe or by microtunneling, based on standard specifications and details and up to two special specifications and four special details.

The 60% drawings will identify locations of proposed permanent and temporary easements required for the proposed project. Following approval of the 60% design, Consultant will coordinate with Right of Way Agent to begin right of way negotiations.

The Consultant shall prepare preliminary technical specifications as part of the 60% Design Submittal. The technical specifications shall be consistent with City standard requirements. The front end documents shall be listed based on template front end documents provided by the City. Any special specifications or special provisions will be noted.

The Consultant shall submit the 60% milestone review documents for review two weeks prior to the 60% milestone review meeting allowing time for the City to review submittal as identified in the schedule prior to the review meeting. The Consultant will incorporate comments from the City in the Preliminary Design. The Consultant will proceed with the 90% Design after the 60% Design is approved by the City in writing.

### **3.2 90% Design Milestone Submittal**

Based on review comments received at the 60% milestone review meeting, the Consultant shall conduct final designs to prepare construction plans and specifications, for one construction contract, including final construction details and quantities, special provisions, and opinion of probable construction cost. The Consultant shall also make final field inspection with the City, make any needed plan changes as a result of the final field inspection and/or special easement acquisition considerations, and prepare the construction documents as required to obtain construction permits.

The Consultant shall submit the 90% milestone review documents for review two weeks prior to the 90% Design milestone review meeting allowing time for the City to review submittal prior to the review meeting. The Consultant will incorporate comments from the City in the Preliminary Design. The Consultant will proceed with the 100% Design after the 90% Design is approved by the City in writing.

### **3.3 100% Design (Regulatory Review) Submittal**

Based on review comments received from the 90% Design review meeting, the Consultant shall address the final review comments and sign and seal final plan submittal package for TCEQ and other regulatory reviews.

### **3.4 Bid Documents**

Based on review comments received from the regulatory review submittal, the Consultant shall address the review comments and sign and seal final plan submittal package for bidding. The Bid Documents shall be prepared in the format prescribed by the City that contains the following, including, but not limited to, Bidding and Contracting Documents, Technical Specifications, Details, and Plans.

## **4.0 Survey Services**

Topographic and property surveys shall be provided by the Consultant and are included in this scope of services. Consultant shall be responsible for obtaining rights of entry by the property owners prior to any field surveys.

### **4.1 Topographic Surveys**

Consultant will provide field survey data for designing the Project, and this survey will be tied to the City's control network or other acceptable benchmarks. Extents of the survey will be sufficient for the proper design of the Project. Consultant will coordinate for Right of Entry on parcels not owned or controlled by Williamson County as part of the SE Loop roadway project.

Consultant will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the Project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Consultant will locate buildings and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the Project site. Consultant will establish control points for use during construction.

### **4.2 Property Surveys and Acquisition Documents**

Consultant will locate existing monumentation representing property ownerships and right of way and/or easements based on record data which will be provided by the Consultant. Property surveys will be of sufficient accuracy and detail to use as the basis of future land acquisition documents.

The permanent wastewater line easements, temporary construction easements, and access easements required for construction will be developed and acquired by the City. Consultant will provide mapping, conveyance instruments, and legal descriptions as required for preparing up to fourteen (14) Right of Way/Easement acquisition documents. Documentation will include an individual tract map with description of temporary and permanent acquisition for each property. The City will provide a standard conveyance instrument or "go-by" example for use by the Consultant.

## **5.0 Subsurface Utility Engineering (SUE)**

The Consultant shall SUE services as noted in the attached subconsultant's (The Rios Group) scope of work, to include Quality Level 'B' (QL-B) SUE not to exceed 5,500 LF of total utility designation and up to sixteen (16) QL-A SUE potholes by vacuum excavation to locate existing utilities. If additional SUE is needed for design, will be completed under a supplemental agreement.



## **6.0 Environmental Services**

### **6.1 Jurisdictional Waters and Wetlands**

Wetlands, water bodies, regulated special aquatic sites, and other waters of the U.S. will be investigated in the project areas.

- a. Desktop Review: Obtain and review pertinent data to identify potential waters of the U.S. within the project areas. Sources include, but are not limited to aerial photographs, soil surveys, USFWS National Wetlands Inventory (NWI) maps, U.S. Geological Survey (USGS) topographic maps and National Hydrography Dataset (NHD), and Federal Emergency Management Agency (FEMA) maps.
- b. Field Delineation: Perform a field investigation to identify potential wetlands and other waters of the U.S. in the project areas. Delineations will be conducted in accordance with the 1987 Corps of Engineers Wetland Delineation Manual along with the 2010 Regional Supplement for Atlantic and Gulf Coast Plains. The ordinary high water mark and wetland boundary, if present, will be mapped using a Global Positioning System (GPS) unit with sub-meter accuracy. If wetlands are encountered, a minimum of one soil station inside and outside the wetland boundary will be taken. Maps will be provided of all pertinent information collected during the desktop review and field visit.

### **6.2 Threatened and Endangered Species Habitat**

A habitat assessment and preliminary survey for federal Threatened and Endangered Species will be performed in the project areas.

- a. Perform a review of data from the U.S. Fish and Wildlife Service (USFWS), Texas Parks and Wildlife Department (TPWD) Natural Diversity Database (NDD), geologic maps, topographic maps, soil data, project aeriels, and other additional resources that may indicate the presence of potentially suitable threatened and endangered species habitat.
- b. Perform a field investigation to identify potentially suitable threatened and endangered species habitat within the project areas. Site conditions will be documented with regards to vegetation, soils, geology, and any observations of species or evidence of species in the vicinity of the project.

### **6.3 Permitting Reporting**

- a. Prepare a memo documenting the potential impacts from the design of the project. This shall include permitting required to comply with Section 404 of the Clean Water Act, the Endangered Species Act, Texas Antiquities Act, and the National Historic Preservation Act, as necessary. Details of how each federal requirement is applicable would be detailed along with likely permits needed for construction of the project.

### **6.4 Phase I Environmental Site Assessment (ESA)**

- a. An electronic database search of potential hazardous materials sites from a third-party vendor will be obtained. STV will assess current and past uses and practices of adjacent properties by reviewing historic fire insurance maps and aerial photography to determine if any hazardous material or waste practices have occurred in the project area. Data regarding the geology and hydrology of the project area will also be reviewed

- b. STV will conduct an on-site visual inspection of the entire property and surrounding area to identify and assess recognized hazardous material sites and leaking petroleum storage facilities.
- c. A written report of all desktop findings, site visit summary, recommendations, and conclusions will be submitted for review. This report will adhere to the current ASTM 1527-21 standards.

## 6.5 Cultural Resource Field Survey

The cultural resources study, to be performed by Horizon Environmental, would consist of an intensive archeological field survey and production of a report suitable for review by the SHPO in accordance with the THC's Rules of Practice and Procedure, Chapter 26, Section 26, and the Council of Texas Archeologists' (CTA) Guidelines for Cultural Resources Management Reports.

- a. Consultant would Apply for and obtain a Texas Antiquities Permit from the THC (required for any project that falls under the jurisdiction of the Antiquities Code of Texas). The application for a Texas Antiquities Permit requires the signature of the project sponsor and/or landowner, as appropriate, as well as the archeological Principal Investigator. The Texas Antiquities Permit must be issued by the THC prior to the initiation of any cultural resources field activities.
- b. Perform an intensive archeological survey, consisting of pedestrian walkover with surface inspection and systematic shovel testing at a level of intensity sufficient to meet or exceed the Texas State Minimum Archeological Survey Standards (TSMASS) and guidelines established by the CTA unless field conditions warrant excavation of more or fewer shovel tests. Document any cultural resources encountered to a sufficient degree to make preliminary recommendations of the significance of the resources in terms of their eligibility for inclusion in the NRHP and/or for designation as SALs, as appropriate. Inspect the locales of any previously recorded archeological sites within the project area, assess their current condition, and document the sites to a sufficient degree to make preliminary recommendations of the significance of the resources in terms of their eligibility for inclusion in the NRHP and/or for designation as SALs, as appropriate.
- c. Complete and submit State of Texas Archeological Site Data Forms (for new archeological sites) or State of Texas Archeological Site Update Forms (for previously recorded archeological sites) to TARL. Permanent site trinomials will be obtained from TARL for any new archeological sites documented within the project area during the survey. Assess the significance of any cultural resources within the project area in terms of their potential eligibility for inclusion in the NRHP and/or for designation as SALs, as appropriate. Develop a draft technical report detailing the project background, environmental and cultural setting of the project area, research goals and survey methods, survey results, recommendations for any cultural resources documented during the survey, and a bibliography of references cited suitable for review by the THC and any other applicable regulatory agencies. Submit a preliminary review copy of the archeological draft report describing the results of the survey in electronic (PDF) format to the client or review. Following approval of the draft report by the client, archeologist will submit an electronic copy of the report to the THC and any other applicable regulatory agencies for review and comment. Archeologist will coordinate review with the regulatory agencies unless the client would prefer to coordinate agency review directly. Respond to any comments on the draft report offered by the THC

and any other applicable regulatory agencies and produce a final report. Submit the final report to the client and the THC.

- d. Prepare project records for curation at TARL per the requirements of the Antiquities Code of Texas and TARL's Stipulations and Procedures for the Preparation of Archeological Records and Photographs, Curation Supplies, and Sources and/or Stipulations and Procedures for the Preparation of Archeological Material Collections, as appropriate.

## **7.0 Geotechnical Investigation**

Geotechnical investigations and engineering are anticipated for completion of the Project. The Consultant shall provide the geotechnical analysis as noted in the attached subconsultant's (Arias) scope of work, to include field exploration, laboratory soil testing, and engineering and reporting (Geotechnical Data Report (GDR) and Geotechnical Design Memorandum (GDM)). Geotechnical investigations will be based on 30 total soil borings at a total depth of 900 vertical feet. A Geotechnical Baseline Report (GBR) is not included in this scope of work.

## **8.0 Land Acquisition Services**

Consultant will provide land acquisition services, including Title Services, Appraisal Services, Negotiation Services, Acquisition/Closing Services, and Project Administration as noted in the attached subconsultant's (7Arrows Land Staff) scope of work. Scope shall include a total of 13 parcels, with 6 unique property owners/entities for negotiations. Additional parcels, if needed, are included under additional services.

## **9.0 Bidding Services**

During the bidding phase of the Project, the Consultant will perform the following services:

### **9.1 Contractor Questions and Addenda**

Address and respond to Contractor's questions and interpretation of Bid Documents during bidding and prepare and issue addenda as required.

### **9.2 Pre-Bid Meeting**

Attend the Pre-Bid Meeting, provide overview of project and written responses to questions from Contractors.

### **9.3 Bid Opening**

Attend the bid opening. Following bid opening, City will provide electronic files with Bid Results to Consultant.

### **9.4 Prepare Bid Tabulation**

Review bid submittals and develop bid tabulation in an Excel spreadsheet format. Any discrepancies or errors identified in a submitted bid will be noted in the bid tabulation.

### **9.5 Evaluate Proposals and Recommend Award**

Review proposals based on Competitive Sealed Proposal scoring and provide recommendation of award to City.

### **9.6 Prepare Conformed Documents**

Prepare conformed contract documents and construction plans based on addenda and clarifications during bidding, including the executed contract documents. Coordination with the Contractor for necessary signatures, forms, bonds and insurance for contract execution will be performed by the City.



## **10.0 Construction Phase Services**

During the construction phase of work, Consultant will accomplish the following:

### **10.1 Preconstruction Meeting**

Attend one (1) pre-construction meeting with the City and the Contractor.

### **10.2 Monthly Progress Meetings and Site Visits**

Attend monthly progress/coordination meetings (up to 18 meetings) with the City and Contractor to review progress, outstanding action items and issues, and schedule. Development of the meeting agenda and meeting minutes will be developed by others. Following up to nine (9) of the progress meetings, Consultant will visit the Project site to observe the progress of the Contractor's work. Site visits will be general in nature, and inspections/construction observation will be the responsibility of the City.

### **10.3 Review Requests for Information (RFIs)**

Review Contractor's Requests for Information (RFIs) and respond accordingly. Such clarifications and interpretations will be consistent with the intent and reasonably inferable from the Construction Contract Documents. Anticipate review of up to twelve (12) RFIs.

### **10.4 Submittal Review:**

Review samples, catalog data, schedules, submittals, shop drawings, laboratory, shop and mill tests of material and test equipment and other data as required by the Construction Contract Documents, but only for conformance with the design concept indicated in the Construction Contract Documents. Such reviews will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. Engineer will prepare and maintain submittal log. Anticipate review of up to twenty four (24) submittals and 10 resubmittals.

### **10.5 Contractor's Pay Requests**

Review Contractor's monthly pay request for reasonableness following review and acceptance by the City's field representative.

### **10.6 Change Order Review**

Review and make recommendations to the Owner regarding change orders as appropriate and when directed by the Owner and prepare Change Orders as reasonably required. Preparation of Change Orders which result from significant changes in the scope, extent, or character of the Project designed by the Engineer, are not included in this scope of services. Anticipate preparation of up to two (2) Change Orders.

## **10.7 Project Close-Out**

Upon notice from the Contractor that the Contractor's work is ready for its intended use, conduct, in company with the City and the Contractor, a site visit to determine if the work is substantially complete. If the Owner and the Engineer consider the work substantially complete, a certificate of substantial completion will be developed and issued by the City representative, containing a punch list of required tasks for the Contractor to complete prior to issuance of certificate of final completion. Conduct a final walk through together with the Owner and the Contractor to determine if the work has reached final completion so that the Engineer may recommend final payment to the Contractor. If appropriate, make recommendations to the Owner for final payment to the Contractor.

## **10.8 Prepare Record Drawings**

Prepare Project record drawings incorporating compiled change orders, field changes and redlines (electronic file) that are received from the Owner and the Contractor. Contractor will submit one (1) electronic PDF file of "Record Drawings," and one AutoCAD file.

## **11.0 Additional Services**

It is anticipated that certain additional work may be necessary to complete the design of the Project. The items included in this scope of work to be performed by the Consultant on as needed basis when authorized by the City in writing and will be compensated by the City on a time and materials basis up to the not-to-exceed amount for additional work established in the IPO. The anticipated items of Additional Work may include topics listed in this section.

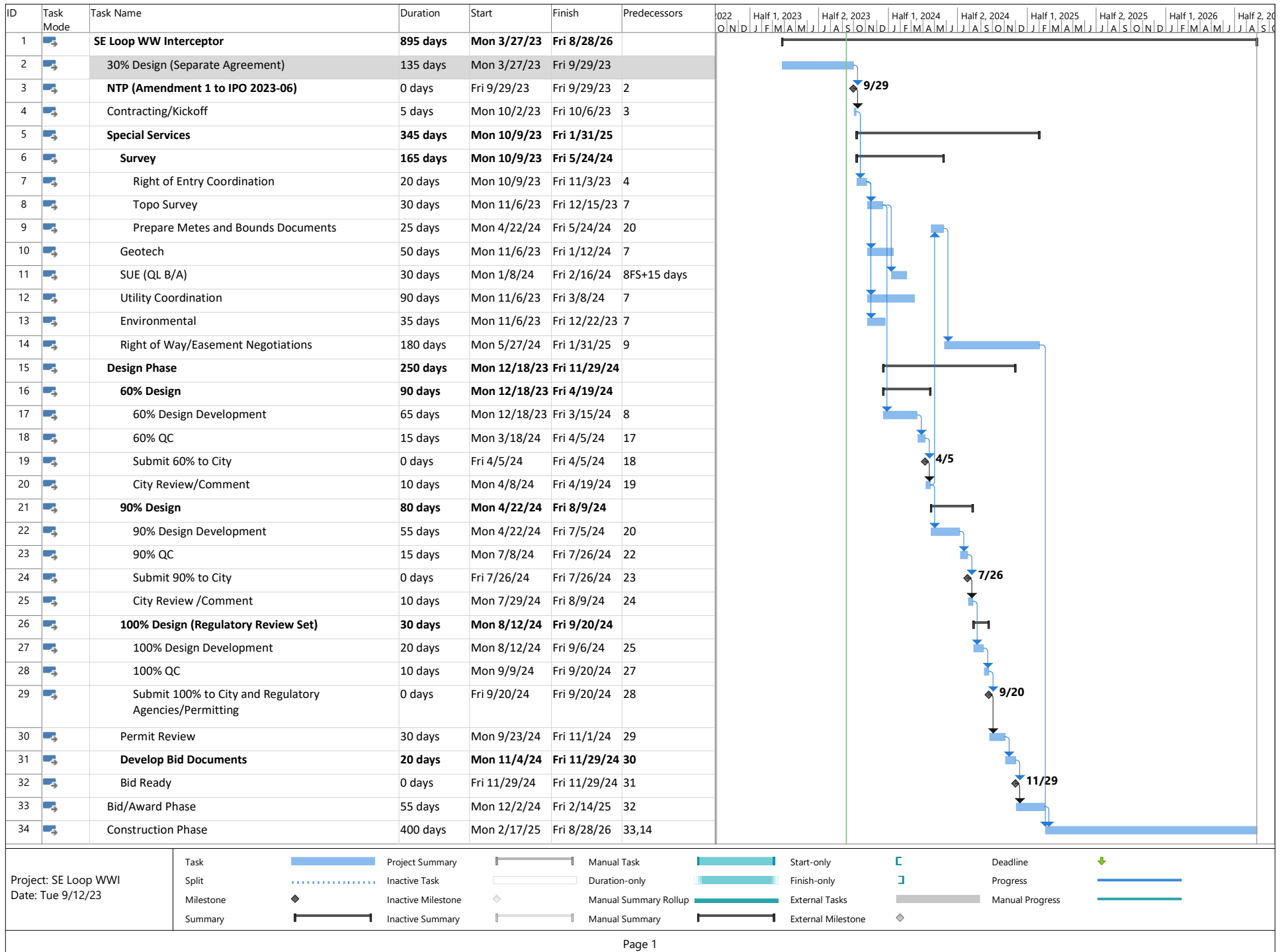
### **11.1 Additional Easement Document Development and Land Acquisition Services**

If during the course of design, additional land acquisition services are needed based on adjustments to the alignment, Consultant will be responsible for land acquisition services, including Title Services, Appraisal Services, Negotiation Services, Acquisition/Closing Services, and Project Administration for a total of up to 14 additional parcels, with 14 unique property owners/entities for negotiations. Payment for additional easement documents and right of way acquisition services will be paid on a per parcel basis as needed.

## **12.0 Assumptions**

- Communication will be between the Consultant Project Manager, Ryan Owen, and the City Project Manager, Patricia Davis.
- The design will be developed using AutoCAD software.
- Project Management, Design, Bid Phase and Special Services will be paid on a lump sum basis. Construction Phase services will be paid on a time and materials basis.
- Milestone deliverables will be provided in PDF format. Consultant will review and respond to City comments using Bluebeam software.
- Williamson County has provided adequate right of way as part of the SE Loop project to accommodate this wastewater line where the alignments are parallel.
- Adjustments to the alignment caused by input or changes outside the control of the Consultant which require additional survey, SUE, environmental, or additional redesign work will be completed under a supplemental agreement.

- Title commitments, if needed, will be provided by the City.
- The City has immediate access to Williamson County SE Loop Right of Way.
- The City will assist in contacting County representatives, design engineers developing designs for adjacent projects, and providing contact history with potentially impacted property owners.
- Current and ultimate design wastewater flow projections, and requirements for depth of future wastewater connections, will be provided by the City for purpose of design sizing.
- Design parameters and requirements from adjacent projects will be provided by others.
- Condemnation support is not included in the project scope.
- Project schedule assumes total time for property appraisals, offers and negotiations to be 8 months duration. Additional negotiation time or condemnation are not included in the schedule and will cause additional time to the project.
- Condemnation support is not included in the project scope.





**City of Hutto**  
**SE Loop Wastewater Interceptor**

**FEE SUMMARY**

| Task Description                                                        | CP&Y Cost              | Subconsultant Cost<br>- SUE<br>(The Rios Group) | Subconsultant Cost<br>- Geotech<br>(Arias) | Subconsultant Cost<br>- Right of Way<br>Agent | Subconsultant Cost<br>Archeology<br>(Horizon) | Total Cost             |
|-------------------------------------------------------------------------|------------------------|-------------------------------------------------|--------------------------------------------|-----------------------------------------------|-----------------------------------------------|------------------------|
| <b>PROJECT MANAGEMENT SERVICES</b>                                      |                        |                                                 |                                            |                                               |                                               |                        |
| 1.0 Project Management                                                  | \$ 51,375.00           | \$ -                                            | \$ -                                       | \$ -                                          | \$ -                                          | \$ 51,375.00           |
| <b>DESIGN PHASE SERVICES</b>                                            |                        |                                                 |                                            |                                               |                                               |                        |
| 2.0 Design Coordination                                                 | \$ 87,500.00           | \$ -                                            | \$ -                                       | \$ -                                          | \$ -                                          | \$ 87,500.00           |
| 3.0 Design                                                              | \$ 680,780.00          | \$ -                                            | \$ -                                       | \$ -                                          | \$ -                                          | \$ 680,780.00          |
| EXPENSES                                                                | \$ 1,690.00            | \$ -                                            | \$ -                                       | \$ -                                          | \$ -                                          | \$ 1,690.00            |
| <b>SUB-TOTAL BASIC ENGINEERING SERVICES</b>                             | <b>\$ 821,345.00</b>   | <b>\$ -</b>                                     | <b>\$ -</b>                                | <b>\$ -</b>                                   | <b>\$ -</b>                                   | <b>\$ 821,345.00</b>   |
| <b>SPECIAL SERVICES</b>                                                 |                        |                                                 |                                            |                                               |                                               |                        |
| 4.0 Survey Services                                                     | \$ 168,178.00          | \$ -                                            | \$ -                                       | \$ -                                          | \$ -                                          | \$ 168,178.00          |
| 5.0 Subsurface Utility Engineering (SUE)                                | \$ 8,360.00            | \$ 59,166.02                                    | \$ -                                       | \$ -                                          | \$ -                                          | \$ 67,526.02           |
| 6.0 Environmental Services                                              | \$ 29,700.00           | \$ -                                            | \$ -                                       | \$ -                                          | \$ 18,200.00                                  | \$ 47,900.00           |
| 7.0 Geotechnical Investigation                                          | \$ 9,720.00            | \$ -                                            | \$ 137,495.00                              | \$ -                                          | \$ -                                          | \$ 147,215.00          |
| 8.0 Land Acquisition Services                                           | \$ 21,400.00           | \$ -                                            | \$ -                                       | \$ 163,500.00                                 | \$ -                                          | \$ 184,900.00          |
| <b>SUB-TOTAL SPECIAL SERVICES</b>                                       | <b>\$ 237,358.00</b>   | <b>\$ 59,166.02</b>                             | <b>\$ 137,495.00</b>                       | <b>\$ 163,500.00</b>                          | <b>\$ 18,200.00</b>                           | <b>\$ 615,719.02</b>   |
| <b>BID AND CONSTRUCTION PHASE SERVICES</b>                              |                        |                                                 |                                            |                                               |                                               |                        |
| 9.0 Bid Phase Services                                                  | \$ 24,160.00           | \$ -                                            | \$ -                                       | \$ -                                          | \$ -                                          | \$ 24,160.00           |
| 10.0 Construction Phase Services                                        | \$ 104,195.00          | \$ -                                            | \$ -                                       | \$ -                                          | \$ -                                          | \$ 104,195.00          |
| <b>SUB-TOTAL BID AND CONSTRUCTION PHASES</b>                            | <b>\$ 128,355.00</b>   | <b>\$ -</b>                                     | <b>\$ -</b>                                | <b>\$ -</b>                                   | <b>\$ -</b>                                   | <b>\$ 128,355.00</b>   |
| <b>TOTAL (BASIC SERVICES &amp; SPECIAL SERVICES)</b>                    | <b>\$ 1,187,058.00</b> | <b>\$ 59,166.02</b>                             | <b>\$ 137,495.00</b>                       | <b>\$ 163,500.00</b>                          | <b>\$ 18,200.00</b>                           | <b>\$ 1,565,419.02</b> |
| <b>ADDITIONAL SERVICES (IF REQUIRED)</b>                                |                        |                                                 |                                            |                                               |                                               |                        |
| 11.1 Additional Easement Documents and Land Acquisition                 | \$ 91,210.00           | \$ -                                            | \$ -                                       | \$ 216,000.00                                 | \$ -                                          | \$ 307,210.00          |
| <b>SUB-TOTAL ADDITIONAL SERVICES</b>                                    | <b>\$ 91,210.00</b>    | <b>\$ -</b>                                     | <b>\$ -</b>                                | <b>\$ 216,000.00</b>                          | <b>\$ -</b>                                   | <b>\$ 307,210.00</b>   |
| <b>GRAND TOTAL (BASIC, SPECIAL &amp; ADDITIONAL SERVICES, EXPENSES)</b> | <b>\$ 1,278,268.00</b> | <b>\$ 59,166.02</b>                             | <b>\$ 137,495.00</b>                       | <b>\$ 379,500.00</b>                          | <b>\$ 18,200.00</b>                           | <b>\$ 1,872,629.02</b> |

**City of Hutto**  
**SE Loop Wastewater Interceptor**

**Fee Breakdown - CP&Y Basic Services**

| Project Phase                      | Task Description                                                  | Principal | QC Reviewer | Senior Engineer | Project Manager | Project Engineer | EIT      | Senior Technician | CAD Technician | Admin   | Total Labor Hours | Total Direct Labor Costs | Total Cost by Phase |
|------------------------------------|-------------------------------------------------------------------|-----------|-------------|-----------------|-----------------|------------------|----------|-------------------|----------------|---------|-------------------|--------------------------|---------------------|
|                                    |                                                                   | \$280.00  | \$225.00    | \$240.00        | \$230.00        | \$180.00         | \$125.00 | \$130.00          | \$120.00       | \$80.00 |                   |                          |                     |
| <b>PROJECT MANAGEMENT SERVICES</b> |                                                                   |           |             |                 |                 |                  |          |                   |                |         |                   |                          |                     |
| 1.0                                | Project Management                                                |           |             |                 |                 |                  |          |                   |                |         |                   |                          | \$ 51,375.00        |
| 1.1                                | Project Schedule                                                  |           |             |                 | 20              | 10               | 20       |                   |                |         | 50                | \$ 8,900.00              |                     |
| 1.2                                | Meetings (15)                                                     | 2         |             | 15              | 15              | 30               | 45       |                   |                |         | 107               | \$ 18,635.00             |                     |
| 1.3                                | Programmatic Reporting/Status Updates                             |           |             |                 | 40              | 60               |          |                   |                | 48      | 148               | \$ 23,840.00             |                     |
| <b>DESIGN PHASE SERVICES</b>       |                                                                   |           |             |                 |                 |                  |          |                   |                |         |                   |                          |                     |
| 2.0                                | Design Coordination                                               |           |             |                 |                 |                  |          |                   |                |         |                   |                          | \$ 87,500.00        |
| 2.1                                | Utility Conflict Evaluation                                       |           |             | 16              | 4               | 16               | 32       | 20                | 8              |         | 96                | \$ 15,200.00             |                     |
| 2.2                                | Land Owner Considerations                                         |           |             | 16              | 8               | 24               | 40       | 20                |                |         | 108               | \$ 17,600.00             |                     |
| 2.3                                | Permitting                                                        |           |             | 20              | 8               | 40               | 60       | 80                |                | 8       | 216               | \$ 32,380.00             |                     |
| 2.4                                | Adjacent Project Coordination                                     |           |             | 20              | 16              | 24               | 40       | 20                | 16             |         | 136               | \$ 22,320.00             |                     |
| 3.0                                | Design                                                            |           |             |                 |                 |                  |          |                   |                |         |                   |                          | \$ 680,780.00       |
| 3.1.                               | 60% Design Submittal                                              |           |             |                 |                 |                  |          |                   |                |         |                   |                          |                     |
| a.                                 | Phasing Plan Coordination                                         |           |             | 16              | 8               | 16               | 16       |                   | 8              |         | 64                | \$ 11,520.00             |                     |
| b.                                 | Cover, Layout, Boundary Map, General Notes                        |           |             | 4               | 8               | 8                | 16       |                   | 24             |         | 60                | \$ 9,120.00              |                     |
| c.                                 | Traffic Control Details                                           |           |             | 4               | 4               | 16               | 16       |                   | 16             |         | 56                | \$ 8,680.00              |                     |
| d.                                 | Erosion/Sedimentation Control Sheets (24 Sheets)                  |           |             | 12              | 12              | 24               | 48       |                   | 48             |         | 144               | \$ 21,720.00             |                     |
| e.                                 | Plan and Profile Sheets (42 sheets)                               |           |             | 126             | 21              | 168              | 336      |                   | 336            |         | 987               | \$ 147,630.00            |                     |
| f.                                 | Connection to South WWTP Influent Lift Station                    |           |             | 8               | 2               | 16               | 8        |                   | 24             |         | 58                | \$ 9,140.00              |                     |
| g.                                 | Connection to Megasite Lift Station                               |           |             | 8               | 2               | 16               | 8        |                   | 24             |         | 58                | \$ 9,140.00              |                     |
| h.                                 | Trenchless Design Considerations                                  |           |             | 32              | 16              | 40               | 40       |                   | 16             |         | 144               | \$ 25,480.00             |                     |
| i.                                 | Standard Detail Sheets                                            |           |             | 4               | 2               | 4                | 8        |                   | 8              |         | 26                | \$ 4,100.00              |                     |
| j.                                 | Identify Project Specific Details                                 |           |             | 4               | 2               | 4                | 8        |                   | 8              |         | 26                | \$ 4,100.00              |                     |
| k.                                 | Specifications Table of Contents and Special Specifications Draft |           |             | 16              | 4               | 16               | 32       |                   |                | 8       | 76                | \$ 12,280.00             |                     |
| l.                                 | Opinion of Probable Construction Cost                             |           |             | 12              | 4               | 32               | 40       |                   |                |         | 88                | \$ 14,560.00             |                     |
| m.                                 | Perform Internal QA/QC of 60% Project Documents                   | 2         | 32          | 12              | 4               | 12               | 12       |                   | 24             |         | 98                | \$ 18,100.00             |                     |
| 3.2                                | 90% Design Submittal                                              |           |             |                 |                 |                  |          |                   |                |         |                   |                          |                     |
| a.                                 | Incorporate City's 60% Design Comments                            |           |             | 16              | 8               | 24               | 32       |                   | 32             |         | 112               | \$ 17,840.00             |                     |
| b.                                 | Site Visit with City                                              |           |             |                 | 4               | 4                | 4        |                   |                |         | 12                | \$ 2,140.00              |                     |
| c.                                 | Prepare Construction Sequencing Plan                              |           |             | 8               | 8               | 16               | 24       |                   | 16             |         | 72                | \$ 11,560.00             |                     |
| d.                                 | Cover, Layout, Boundary Map, General Notes                        |           |             | 2               | 2               | 4                | 4        |                   | 8              |         | 20                | \$ 3,120.00              |                     |
| e.                                 | Traffic Control Sheets and Details                                |           |             | 16              | 4               | 16               | 24       |                   | 24             |         | 84                | \$ 13,520.00             |                     |
| f.                                 | Erosion/Sedimentation Control Sheets (24 sheets)                  |           |             | 8               | 8               | 16               | 24       |                   | 32             |         | 88                | \$ 13,480.00             |                     |
| g.                                 | Plan and Profile Sheets (42 sheets)                               |           |             | 84              | 21              | 126              | 252      |                   | 252            |         | 735               | \$ 109,410.00            |                     |
| h.                                 | Connection to South WWTP Influent Lift Station                    |           |             | 8               | 2               | 16               | 8        |                   | 16             |         | 50                | \$ 8,180.00              |                     |
| i.                                 | Connection to Megasite Lift Station                               |           |             | 8               | 2               | 16               | 8        |                   | 16             |         | 50                | \$ 8,180.00              |                     |
| j.                                 | Trenchless Design Details and Specs                               |           |             | 40              | 16              | 40               | 40       |                   | 16             |         | 152               | \$ 27,400.00             |                     |
| k.                                 | Standard Detail Sheets                                            |           |             | 2               | 2               | 4                | 4        |                   | 8              |         | 20                | \$ 3,120.00              |                     |
| l.                                 | Project Specific Detail Sheets                                    |           |             | 4               | 2               | 4                | 12       |                   | 8              |         | 30                | \$ 4,600.00              |                     |
| m.                                 | Technical Specifications                                          |           |             | 24              | 4               | 32               | 48       |                   |                | 16      | 124               | \$ 19,720.00             |                     |
| n.                                 | Opinion of Probable Construction Cost                             |           |             | 16              | 4               | 24               | 32       |                   |                |         | 76                | \$ 13,080.00             |                     |
| o.                                 | Perform Internal QA/QC of 90% Project Documents                   | 2         | 32          | 12              | 4               | 12               | 12       |                   | 24             |         | 98                | \$ 18,100.00             |                     |
| 3.3                                | Regulatory Review Submittal                                       |           |             |                 |                 |                  |          |                   |                |         |                   |                          |                     |
| a.                                 | Incorporate 90% Comments into final documents                     |           |             | 16              | 8               | 24               | 32       |                   | 32             |         | 112               | \$ 17,840.00             |                     |
| b.                                 | Prepare Plans and Contract Documents for Regulatory/Permit Review | 2         | 16          | 40              | 24              | 40               | 60       |                   | 80             |         | 262               | \$ 43,580.00             |                     |
| 3.4                                | Ready for Bid Documents                                           |           |             |                 |                 |                  |          |                   |                |         |                   |                          |                     |
| a.                                 | Incorporate Regulatory Review Comments                            |           |             | 4               | 4               |                  | 16       |                   | 24             |         | 48                | \$ 6,760.00              |                     |
| b.                                 | Prepare Plans and Contract Documents for Bidding                  | 2         | 16          | 40              | 24              | 40               | 60       |                   | 80             |         | 262               | \$ 43,580.00             |                     |
|                                    |                                                                   |           |             |                 |                 |                  |          |                   |                |         | 5,153             | \$ 819,655.00            | \$ 819,655.00       |

**City of Hutto**  
**SE Loop Wastewater Interceptor**

**Fee Breakdown - Special Services**

| Project Phase           | Task Description                                                 | Senior Engineer<br>\$240.00 | Project Manager<br>\$230.00 | Project Engineer<br>\$180.00 | EIT<br>\$125.00 | Senior Technician<br>\$130.00 | CAD Technician<br>\$120.00 | Admin<br>\$80.00 | Env. Project Manager<br>\$170.00 | Field Biologist<br>\$110.00 | Total Labor Hours | Total CP&Y Direct Labor Costs | Sub/ Special Service Cost  | Total Cost by Phase  |
|-------------------------|------------------------------------------------------------------|-----------------------------|-----------------------------|------------------------------|-----------------|-------------------------------|----------------------------|------------------|----------------------------------|-----------------------------|-------------------|-------------------------------|----------------------------|----------------------|
| <b>Special Services</b> |                                                                  |                             |                             |                              |                 |                               |                            |                  |                                  |                             |                   |                               |                            |                      |
| <b>4.0</b>              | <b>Survey Services</b>                                           |                             |                             |                              |                 |                               |                            |                  |                                  |                             |                   |                               |                            | <b>\$ 168,178.00</b> |
| 1.                      | Topographic Surveys and Property Survey/Acquisition Documents    | 16                          | 16                          | 16                           | 24              |                               | 16                         | 4                |                                  |                             | 92                | \$ 15,640.00                  | \$152,538 <sup>1</sup>     |                      |
| <b>5.0</b>              | <b>Subsurface Utility Engineering (SUE)</b>                      |                             |                             |                              |                 |                               |                            |                  |                                  |                             |                   |                               |                            | <b>\$ 67,526.02</b>  |
| 1.                      | QL-B and QL-A SUE                                                | 8                           | 4                           | 8                            | 16              |                               | 16                         | 2                |                                  |                             | 54                | \$ 8,360.00                   | \$ 59,166.02 <sup>2</sup>  |                      |
| <b>6.0</b>              | <b>Environmental Services</b>                                    |                             |                             |                              |                 |                               |                            |                  |                                  |                             |                   |                               |                            | <b>\$ 47,900.00</b>  |
| 6.1                     | Jurisdictional Waters and Wetlands                               |                             | 2                           |                              | 2               |                               | 10                         |                  | 8                                | 64                          | 86                | \$ 10,310.00                  | \$ -                       |                      |
| 6.2                     | Threatened and Endangered Species Habitat                        |                             | 2                           |                              | 2               |                               | 8                          |                  | 8                                | 54                          | 74                | \$ 8,970.00                   | \$ -                       |                      |
| 6.3                     | Phase I Environmental Site Assessment                            |                             | 2                           |                              | 2               |                               | 6                          | 1                | 8                                | 50                          | 69                | \$ 8,370.00                   | \$ -                       |                      |
| 6.4                     | Cultural Resource Field Survey                                   |                             | 2                           |                              | 2               |                               |                            | 4                | 6                                | 0                           | 14                | \$ 2,050.00                   | \$ 18,200.00 <sup>3</sup>  |                      |
| <b>7.0</b>              | <b>Geotechnical Investigation</b>                                |                             |                             |                              |                 |                               |                            |                  |                                  |                             |                   |                               |                            | <b>\$ 147,215.00</b> |
| 1.                      | Field Exploration, Laboratory Testing, Engineering and Reporting | 8                           | 8                           | 4                            | 24              |                               | 16                         | 4                |                                  |                             | 64                | \$ 9,720.00                   | \$ 137,495.00 <sup>4</sup> |                      |
| <b>8.0</b>              | <b>Land Acquisition Services</b>                                 |                             |                             |                              |                 |                               |                            |                  |                                  |                             |                   |                               |                            | <b>\$ 184,900.00</b> |
| 1.                      | Land Acquisition Services                                        | 24                          | 24                          | 16                           | 40              |                               | 16                         | 4                |                                  |                             | 124               | \$ 21,400.00                  | \$ 163,500.00 <sup>5</sup> |                      |
|                         |                                                                  |                             |                             |                              |                 |                               |                            |                  |                                  |                             | <b>577</b>        | <b>\$ 84,820.00</b>           | <b>\$530,899</b>           | <b>\$ 615,719.02</b> |

<sup>1</sup> Separate STV Survey Fee breakdown attached.

<sup>2</sup> SUE by The Rios Group, see attached fee proposal.

<sup>3</sup> Archeology by Horizon, see attached fee proposal.

<sup>4</sup> Geotech by Arias, see attached fee proposal.

<sup>5</sup> Land Acquisition by 7Arrows, see attached fee proposal.

**City of Hutto**  
**SE Loop Wastewater Interceptor**

**Fee Breakdown - Special Services**

| Project Phase                      | Task Description                   | QC Reviewer | Senior Engineer | Project Manager | Project Engineer | EIT      | Senior Technician | CAD Technician | Admin   | Total Labor Hours | Total CP&Y Direct Labor Costs | Total Cost by Phase  |
|------------------------------------|------------------------------------|-------------|-----------------|-----------------|------------------|----------|-------------------|----------------|---------|-------------------|-------------------------------|----------------------|
|                                    |                                    | \$225.00    | \$240.00        | \$230.00        | \$180.00         | \$125.00 | \$130.00          | \$120.00       | \$80.00 |                   |                               |                      |
| <b>Bid Phase Services</b>          |                                    |             |                 |                 |                  |          |                   |                |         |                   |                               |                      |
| <b>9.0</b>                         | <b>Bid Phase Services</b>          |             |                 |                 |                  |          |                   |                |         |                   |                               | <b>\$ 24,160.00</b>  |
| 9.1                                | Contractor Questions and Addenda   | 2           | 2               | 8               | 12               | 12       |                   | 12             | 4       | 52                | \$ 8,190.00                   |                      |
| 9.2                                | Pre-Bid Meeting                    |             | 4               | 2               | 2                | 4        |                   |                |         | 12                | \$ 2,280.00                   |                      |
| 9.3                                | Bid Opening                        |             |                 | 2               | 2                |          |                   |                |         | 4                 | \$ 820.00                     |                      |
| 9.4                                | Review Low Bidder Qualifications   |             | 4               | 2               | 4                | 12       |                   |                | 2       | 24                | \$ 3,800.00                   |                      |
| 9.5                                | Recommend Award of Contract        |             | 4               | 2               | 2                | 8        |                   |                |         | 16                | \$ 2,780.00                   |                      |
| 9.6                                | Prepare Conformed Documents        | 2           | 4               | 4               | 4                | 8        |                   | 16             | 4       | 42                | \$ 6,290.00                   |                      |
| <b>Construction Phase Services</b> |                                    |             |                 |                 |                  |          |                   |                |         |                   |                               |                      |
| <b>10.0</b>                        | <b>Construction Phase Services</b> |             |                 |                 |                  |          |                   |                |         |                   |                               | <b>\$ 104,195.00</b> |
| 10.1                               | Pre-Construction Conference        |             | 2               | 4               | 2                | 8        |                   |                | 4       | 20                | \$ 3,080.00                   |                      |
| 10.2                               | Monthly Progress Meetings          |             |                 | 36              | 63               | 63       |                   |                |         | 162               | \$ 27,495.00                  |                      |
| 10.3                               | Review RFIs                        | 4           | 12              | 6               | 12               | 24       |                   | 6              |         | 64                | \$ 11,040.00                  |                      |
| 10.4                               | Submittal Reviews                  |             | 20              | 10              | 24               | 72       |                   |                |         | 126               | \$ 20,420.00                  |                      |
| 10.5                               | Review Monthly Pay Requests        |             |                 | 16              |                  | 16       |                   |                | 16      | 48                | \$ 6,960.00                   |                      |
| 10.6                               | Change Orders                      | 4           | 8               | 8               |                  | 12       |                   | 12             | 6       | 50                | \$ 8,080.00                   |                      |
| 10.7                               | Project Close-Out                  |             |                 | 16              | 8                | 24       |                   |                | 16      | 64                | \$ 9,400.00                   |                      |
| 10.8                               | Record Drawings                    | 8           | 8               | 4               | 16               | 24       |                   | 60             |         | 120               | \$ 17,720.00                  |                      |
|                                    |                                    |             |                 |                 |                  |          |                   |                |         |                   |                               |                      |
|                                    |                                    |             |                 |                 |                  |          |                   |                |         | <b>804</b>        | <b>\$ 128,355.00</b>          | <b>\$ 128,355.00</b> |



| City of Hutto<br>SE Loop Wastewater Interceptor |                                                                      |                 |                 |                  |          |                   |                |         |                   |                               |                            |                     |
|-------------------------------------------------|----------------------------------------------------------------------|-----------------|-----------------|------------------|----------|-------------------|----------------|---------|-------------------|-------------------------------|----------------------------|---------------------|
| Fee Breakdown - Additional Services             |                                                                      |                 |                 |                  |          |                   |                |         |                   |                               |                            |                     |
| Project Phase                                   | Task Description                                                     | Senior Engineer | Project Manager | Project Engineer | EIT      | Senior Technician | CAD Technician | Admin   | Total Labor Hours | Total CP&Y Direct Labor Costs | Sub/ Special Service Cost  | Total Cost by Phase |
|                                                 |                                                                      | \$240.00        | \$230.00        | \$180.00         | \$125.00 | \$130.00          | \$120.00       | \$80.00 |                   |                               |                            |                     |
| 11.0                                            | Additional Services                                                  |                 |                 |                  |          |                   |                |         |                   |                               |                            |                     |
| 11.1                                            | Additional Easement Documents and Land Acquisition                   |                 |                 |                  |          |                   |                |         |                   |                               |                            | \$ 307,210.00       |
|                                                 | Survey Easement Development (up to 14)                               | 14              | 7               | 7                | 28       |                   | 7              |         | 63                | \$ 10,570.00                  | \$ 63,000.00 <sup>1</sup>  |                     |
|                                                 | Additional Right of Way and Easement Acquisition Services (up to 14) | 28              | 14              | 14               | 28       |                   | 14             |         | 98                | \$ 17,640.00                  | \$ 216,000.00 <sup>2</sup> |                     |
|                                                 |                                                                      |                 |                 |                  |          |                   |                |         |                   |                               |                            |                     |
|                                                 |                                                                      |                 |                 |                  |          |                   |                |         | 161               | \$ 28,210.00                  | \$ 279,000.00              | \$ 307,210.00       |

<sup>1</sup> STV Survey @ \$4,500 per parcel

<sup>2</sup> 7Arrows Land Staff, see attached proposal and fee

**City of Hutto**  
**SE Loop Wastewater Interceptor**

**Expenses**

| <b>Expense Item</b>           | <b>Unit</b> | <b>Unit Cost</b> | <b>Amount</b> | <b>Total Cost</b>  |
|-------------------------------|-------------|------------------|---------------|--------------------|
| 8 1/2" X 11" B/W Paper Copies | sheet       | \$ 0.10          | 750           | \$ 75.00           |
| 11" X 17" B/W Paper Copies    | sheet       | \$ 0.15          | 300           | \$ 45.00           |
| Express Mail / Courier        | each        | \$ 15.00         | 1             | \$ 15.00           |
| Mileage                       | mile        | \$ 0.66          | 1,250         | \$ 825.00          |
| GPS Rental                    | day         | \$ 80.00         | 1             | \$ 80.00           |
| HazMat Database Search        | each        | \$ 650.00        | 1             | \$ 650.00          |
|                               |             |                  |               |                    |
| <b>TOTAL DIRECT EXPENSES</b>  |             |                  |               | <b>\$ 1,690.00</b> |

## STV Survey Fee

| SE Loop WW Interceptor<br>City of Hutto, Texas        |                       |       |            |           |           |
|-------------------------------------------------------|-----------------------|-------|------------|-----------|-----------|
| Tasks                                                 | Classification        | Hours | Rate       | Cost      | Totals    |
| Project Management                                    | Project Manager       | 10    | \$225.00   | \$2,250   | \$2,250   |
| Project Management                                    | RPLS                  | 20    | \$175.00   | \$3,500   | \$3,500   |
| Review Topo                                           | RPLS                  | 20    | \$175.00   | \$3,500   | \$3,500   |
| ROE Coordination                                      | RPLS                  | 10    | \$175.00   | \$1,750   | \$1,750   |
| Texas811                                              | Sr. CAD Technician    | 6     | \$130.00   | \$780     | \$780     |
| Research Deeds                                        | Sr. CAD Technician    | 25    | \$130.00   | \$3,250   | \$3,250   |
| Research Easements (included in parcels)              | Sr. CAD Technician    | 30    | \$130.00   | \$3,900   | \$3,900   |
| ROE Coordination                                      | Sr. CAD Technician    | 8     | \$130.00   | \$1,040   | \$1,040   |
| Prepare Topographic Survey                            | Sr. CAD Technician    | 70    | \$130.00   | \$9,100   | \$9,100   |
| Manhole Details and Review                            | Sr. CAD Technician    | 20    | \$130.00   | \$2,600   | \$2,600   |
| Field Coordination                                    | Sr. CAD Technician    | 25    | \$130.00   | \$3,250   | \$3,250   |
| Field Check                                           | Sr. CAD Technician    | 25    | \$130.00   | \$3,250   | \$3,250   |
| Parcel Preparation (14 Easements with TCE)            | per Parcel            | 14    | \$4,500.00 | \$63,000  | \$63,000  |
| Assistance                                            | Administrative Assist | 2     | \$84.00    | \$168     | \$168     |
| <b>Professional Office Staff Subtotal</b>             |                       | 285   |            |           | \$101,338 |
| Topo                                                  | 1-Man Survey Party    | 10    | \$145.00   | \$1,450   | \$1,450   |
| Set Horizontal Control                                | 2-man Survey Party    | 20    | \$165.00   | \$3,300   | \$3,300   |
| Set Benchmarks and Run Hard Levels                    | 2-man Survey Party    | 50    | \$165.00   | \$8,250   | \$8,250   |
| Locate/Tie Boundary Corners & Monuments               | 2-man Survey Party    | 40    | \$165.00   | \$6,600   | \$6,600   |
| Topo 21,000 +/- linear feet (Approx. 150' wide strip) | 2-man Survey Party    | 130   | \$165.00   | \$21,450  | \$21,450  |
| Tree Survey (8")                                      | 2-man Survey Party    | 20    | \$165.00   | \$3,300   | \$3,300   |
| Manhole Inverts                                       | 2-man Survey Party    | 30    | \$165.00   | \$4,950   | \$4,950   |
| Trees                                                 | 3-man Survey Party    | 10    | \$190.00   | \$1,900   | \$1,900   |
| <b>Field Work Subtotal</b>                            |                       | 310   |            |           | \$51,200  |
| <b>Professional Services Total</b>                    |                       | 595   |            | \$152,538 | \$152,538 |

September 11, 2023

Scott Wetzel, PE  
Vice President  
STV Inc  
13809 Research Blvd, Suite 300  
Austin, Texas 78750  
254-399-7153  
scott.wetzel@stvinc.com

**RE: Subsurface Utility Engineering  
City of Hutto – SE Loop Wastewater Interceptor  
Hutto, Texas**

Dear Mr Wetzel:

The Rios Group, Inc. (TRG) is pleased to submit a cost proposal for Subsurface Utility Engineering (SUE) for the above referenced project. This proposal is based on information provided via email on September 8, 2023.

### **Introduction**

TRG will perform SUE services for this project in general accordance with the recommended practices and procedures described in ASCE publication ASCE/UESI/CI 38-22 “Standard Guideline for Investigating and Documenting Existing Utilities”. SUE Quality Level definitions and data limitations are included in Exhibit C, attached to this proposal.

### **Scope of Work**

Based on information provided by STV Inc. (Client), TRG has developed a proposed scope for SUE services on this project. This scope may be modified, with Client and TRG concurrence, during the performance of work if warranted by changing or unexpected field conditions.

The scope of this proposal includes QLB and QLA SUE services to support a proposed southeastern loop wastewater interceptor for the City of Hutto.

In general, QLB SUE investigation area is a 100-foot corridor centered along the proposed alignment at intersections and on pipeline crossings that cross the proposed wastewater alignment shown in blue on Exhibit B, attached to this proposal. With the total length of the proposed wastewater alignment at over 20,000 linear feet, the client will confirm the exact locations of QLB within the proposed alignment before start of the work. This scope of work does not include a comprehensive map of utilities within the project limits, only areas identified by the Client will be investigated. For estimating purposes, the scope of this proposal includes fifty (50) hours of QLB field investigation time.



- Any necessary Right-Of-Entry (ROE) permits and access to the site will be provided by the Client prior to the start of field work.
- TRG will attempt to designate the following utilities within this area: potable water, reclaimed water, chilled water, natural gas/crude oil/refined product pipelines, communication duct banks, fiber optic, cable television, telephone, traffic signal cables, street lighting, TxDOT CTMS cables, and electric.
- Wastewater and storm drain facilities will be inverted at manholes, and will be depicted as QLC information.
- TRG will attempt to designate utility service lines, however, because these lines are often non-conductive and not shown on records TRG cannot guarantee all service lines will be included in the final deliverables.
- The following facilities/items are specifically excluded from the scope of work of this proposal: private service lines, irrigation lines, overhead utilities, detailed vault investigations.
- TRG will attempt to provide Electronic Depth readings calculated by TRG's geophysical equipment. If Electronic Depth readings can be obtained, they will be provided every 50 feet. However, due to the inconsistency with Electronic Depth readings, TRG cannot guarantee the accuracy of the information. Data will be provided for informational purposes only.

This proposal also includes up to sixteen (16) QLA SUE test holes at location that will be provided by the Client following a review of the QLB SUE information. TRG has made the following assumptions related to test hole excavations on this project:

- Test holes will be excavated using vacuum excavation equipment.
- All test holes will be accessible to truck/trailer-mounted vacuum excavation equipment. Any improvements required to access test hole locations (clearing, grading, mat installation, etc.) will be provided by others at no cost to TRG).
- Right-Of-Way (ROW) permits from the City of Hutto (City) and/or the Texas Department of Transportation (TxDOT) will be required. TRG will obtain all required permits and ensure that coordination and compliance with the appropriate entity is provided.
- Designed traffic control plans will not be required. It is assumed that TxDOT typical traffic control details will be utilized for any required lane closures.
- Traffic control measures will not be required.
- Pavement coring/repair will not be required.
- The following items are specifically excluded from this scope of work: flowable fill for backfill of test holes, full-section pavement repair (including sidewalks)
- Due to the risk of damage, TRG will not attempt to probe or excavate test holes on AC water lines unless approval is obtained from the owner in advance.
- Excavation in rock, or to a depth greater than 18 feet, is considered beyond the scope of this proposal.

The survey of SUE field markings and test hole locations is also included in this scope of work. Client will provide the necessary survey control information in close proximity to the work area.

### **Deliverables**

TRG will provide the following as a final deliverable to the Client:

- A utility file in CAD format depicting all SUE data documented on the project. The Client will provide TRG with any necessary background files for use in completing the final deliverables.
- A summary sheet of all test hole coordinate data and depth information.
- 8.5" x 11" Test Hole Data Forms for all test hole locations completed. These forms will be signed and sealed by a Professional Engineer and delivered to the Client in electronic PDF form.
- 11" x 17" SUE Plan Sheets depicting all SUE data documented on the project. These plans will be signed and sealed by a Professional Engineer and delivered to the Client in electronic PDF form.
- A Utility Report containing metadata (e.g. scope of work, work limits, dates of performance, survey control, etc.), information about the Utility Investigation not otherwise conveyed in other project deliverables, and recommendations to address data deficiencies.

### **Schedule**

TRG can mobilize within three (3) weeks of receiving Notice-To-Proceed (NTP). TRG estimates that the QLB SUE work can be completed in thirty-five (35) working days broken down as follows:

- QLB field work – 5 days
- QLB survey and preparation of data – 10 days
- QLB deliverable preparation – 20 days

TRG estimates that the QLA SUE work can be completed in twenty-eight (28) working days following approval of the ROW permit(s), broken down as follows:

- Layout test holes and QLA field work– 8 days
- QLA survey and preparation of data – 5 days
- QLA deliverable preparation – 15 days

**Estimated Fee**

The total estimated cost to complete the work described herein is **Fifty-Nine Thousand One Hundred Sixty-Six Dollars and 2/100 (\$59,166.02)**. An itemized breakdown of cost is provided in Exhibit A. Please note that these pricings are based on estimated quantities, and that only actual quantities will be invoiced – up to the total Contract amount.

We look forward to working with you on this project. If there are any questions, please do not hesitate to call at 512.580.5440.

Respectfully,

**The Rios Group, Inc.**



Albert Bedia, EIT  
Project Manager

# Estimate for Subsurface Utility Engineering

## City of Hutto

### SE Loop Wastewater Interceptor

**EXHIBIT A**

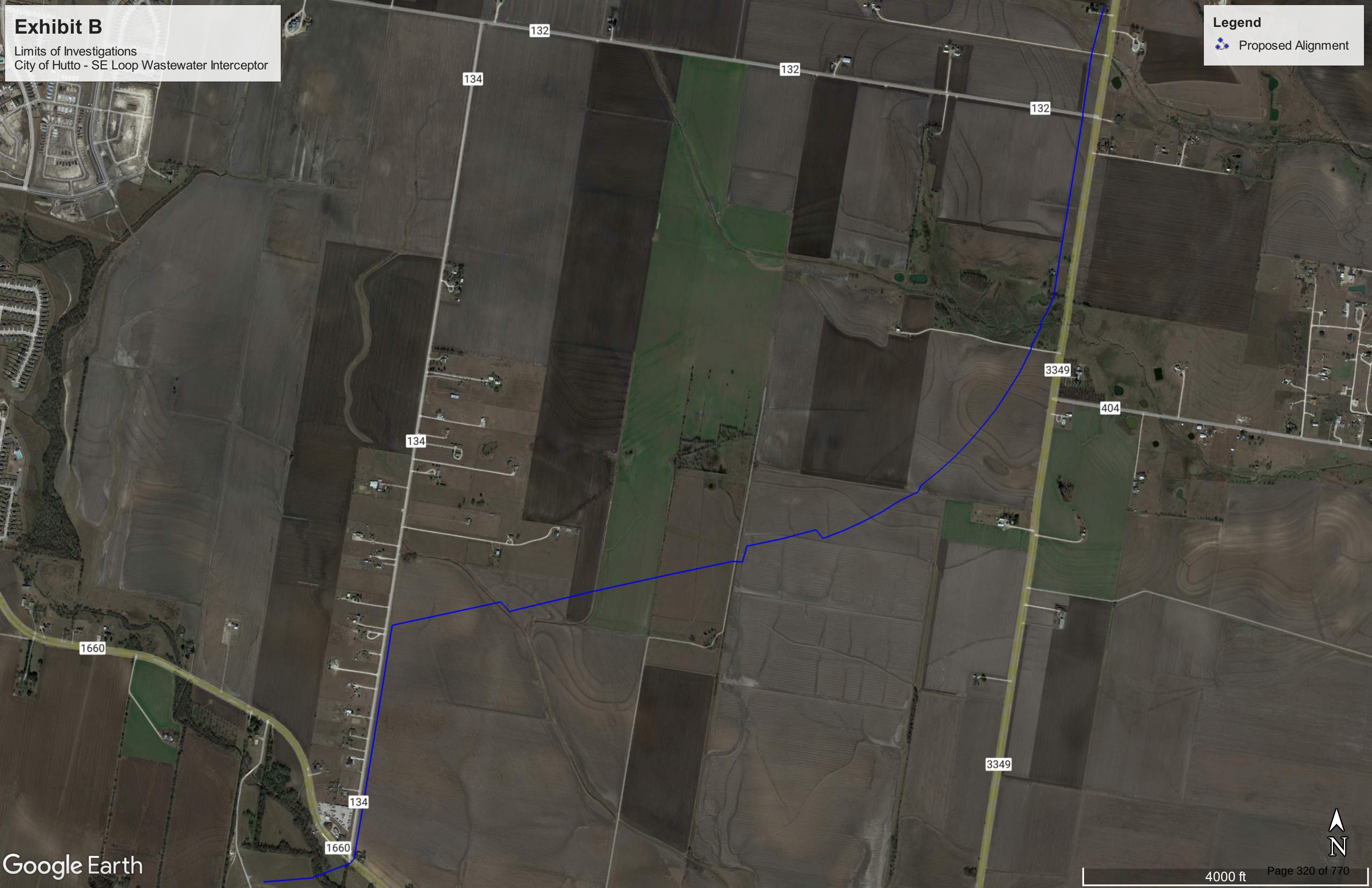
| Hourly Office Labor         |    | Rate                  | Assumed Quantity | Unit of Measure | Sub-Total    |
|-----------------------------|----|-----------------------|------------------|-----------------|--------------|
| Supervisory Engineer        | \$ | 190.86                | 4                | HR              | \$ 763.44    |
| SUE Project Manager         | \$ | 169.71                | 12               | HR              | \$ 2,036.52  |
| Professional Engineer       | \$ | 165.19                |                  | HR              | \$ -         |
| Assistant Project Manager   | \$ | 118.30                | 16               | HR              | \$ 1,892.80  |
| Engineer in Training        | \$ | 110.49                |                  | HR              | \$ -         |
| CADD Technician             | \$ | 74.84                 | 40               | HR              | \$ 2,993.60  |
| Engineering Technician      | \$ | 74.67                 | 8                | HR              | \$ 597.36    |
| Field Manager               | \$ | 127.23                | 10               | HR              | \$ 1,272.30  |
| Administrative Specialist   | \$ | 81.39                 |                  | HR              | \$ -         |
| Sub-Total                   |    |                       |                  |                 | \$ 9,556.02  |
|                             |    |                       |                  |                 |              |
| Direct Expenses             |    | Rate                  | Assumed Quantity | Unit of Measure | Sub-Total    |
| ROW Permit                  | \$ | 500.00                | 1                | EA              | \$ 500.00    |
| Traffic Control (TMA)       | \$ | 2,000.00              | 1                | DAY             | \$ 2,000.00  |
| Survey (RPLS)               | \$ | 2,500.00              | 4                | DAY             | \$ 10,000.00 |
| Sub-Total                   |    |                       |                  |                 | \$ 12,500.00 |
|                             |    |                       |                  |                 |              |
| QL"B" SUE Designating       |    | Rate                  | Assumed Quantity | Unit of Measure | Sub-Total    |
| Test Hole Layout            | \$ | 160.00                | 20               | HR              | \$ 3,200.00  |
| One Designating Person      | \$ | 160.00                | 30               | HR              | \$ 4,800.00  |
| Two Person Designating Crew | \$ | 250.00                | 20               | HR              | \$ 5,000.00  |
| Sub-Total                   |    |                       |                  |                 | \$ 13,000.00 |
|                             |    |                       |                  |                 |              |
| QL"A" SUE Test Holes        |    |                       |                  |                 |              |
| Unit Rate - Depth           |    | Outside Pavement Rate | Assumed Quantity | Unit Of Measure | Sub-Total    |
| 0 - 5 feet                  | \$ | 1,315.00              | 8                | EA              | \$ 10,520.00 |
| 5 - 8 feet                  | \$ | 1,600.00              | 6                | EA              | \$ 9,600.00  |
| 8 - 13 feet                 | \$ | 1,995.00              | 2                | EA              | \$ 3,990.00  |
| 13 - 20 feet                | \$ | 2,575.00              | 0                | EA              | \$ -         |
| Over 20 feet                | \$ | 3,025.00              | 0                | EA              | \$ -         |
| Pavement Coring             | \$ | 370.00                | 0                | EA              | \$ -         |
| Test Hole Total             |    |                       | 16               |                 |              |
| Sub-Total                   |    |                       |                  |                 | \$ 24,110.00 |
| Total Estimated Cost        |    |                       |                  |                 | \$ 59,166.02 |



**Exhibit B**  
Limits of Investigations  
City of Hutto - SE Loop Wastewater Interceptor

**Legend**

 Proposed Alignment





## EXHIBIT C

### DEFINITIONS & DATA LIMITATIONS

#### **Subsurface Utility Engineering (SUE) Quality Level Definitions**

The Rios Group (TRG) performs SUE services in general accordance with the recommended practices and procedures described in ASCE publication ASCE/UESI/CI 38-22 “Standard Guideline for Investigating and Documenting Existing Utilities”. The core aspect of this standard is affixing a professionally judged value (a Utility Quality Level) to buried and hidden Utility Segments and Utility Features that identify the reliability and nonquantifiable locational uncertainty of documented Utility infrastructure data. The four quality levels, as defined in the standard, are:

- **Utility Quality Level D (QLD)** – A value assigned to a Utility Segment or Utility Feature not visible at the ground surface whose estimated position is judged through Utility records, information from others, or from visual clues such as pavement cuts, obvious trenches, or existence of service.

A QLD data attribute is assigned to a Utility Segment or Utility Feature after review and compilation of existing records, oral recollections, One-Call or “private-locate” markings, managed data repositories, context with other achieved Utility Quality Levels, and/or other evidence of existence. QLD data is more uncertain than QLC, QLB, and QLA. QLD data is less uncertain than utilities documented without any Utility Quality Level barring a Professional’s statement of fact to the contrary.

- **Utility Quality Level C (QLC)** – A value assigned to a Utility Segment not visible at the ground surface whose estimated position is judged through correlating Utility records or similar evidence to Utility Features, visible aboveground and/or underground. The Utility Anchor Point on the Utility Features shall be tied to the Project Survey Datum with an accuracy of 0.2 ft (60 mm) horizontal.

A QLC value judgement is assigned to a Utility Segment by using visible Utility Features to approximate the position of a Utility Segment between or in proximity to the visible Utility Features and in context with other achieved Utility Quality Levels. QLC only pertains to the underground Utility Segment(s), not the Utility Feature(s). QLC data is more certain than QLD and is more uncertain than QLB and QLA

- **Utility Quality Level B (QLB)** – A value assigned to a Utility Segment or Subsurface Utility Feature whose existence and horizontal position is based on Geophysical Methods combined with professional judgement and whose location is tied to the Project Survey Datum.

A QLB value is assigned to a Utility Segment when the following conditions are met: (1) the Utility Segment was detected through the application of appropriate Geophysical Methods; (2) the geophysical signal was judged to be reliable. (3) the interpreted position was judged based on knowledge and use of geophysical science, Utility design and installation practices, available records, visual features, and influence of site conditions; and (4) the source Designation has been tied to the Project Survey Datum with an accuracy of 0.2 ft (60mm) horizontally. QLB is more uncertain than QLA and more certain than QLC or QLD.

- **Utility Quality Level A (QLA)** – A value assigned to that portion (x-, y-, and z-geometry) of a Utility Segment or subsurface Utility Feature that is directly exposed and measured and whose location and dimensions are tied to the Project Survey Datum. The Utility Segment or subsurface Utility Feature shall be tied to Project Survey Datum with an accuracy of 0.1 ft (30 mm) vertical and to 0.2 ft (60 mm) horizontal for measurements of the outside limits of the Utility Feature or Utility Segment that is exposed.

Other measurable, observable, and judged Utility Attributes are also recorded. If obtained by means of a Test Hole observation, a verification effort is made, and professional judgement is used to assert that the exposed infrastructure is indeed the sought target. The assignment of QLA conveys the lowest level of relative (nonquantifiable) uncertainty of measurable and judged Attributes and locations. QLA is more certain than QLB, QLC, or QLD.

## **Acronyms and Special Definitions**

|            |                               |
|------------|-------------------------------|
| <b>3D</b>  | three-dimensional             |
| <b>CAD</b> | Computer-Aided Design         |
| <b>EOI</b> | End of Information            |
| <b>GIS</b> | geographic information system |
| <b>GPR</b> | ground penetrating radar      |
| <b>ROE</b> | Right of Entry                |
| <b>ROW</b> | Right of Way                  |
| <b>SAF</b> | Surface Adjustment Factor     |

**Anchor Point:** A defined point on a Utility Feature or a Utility Segment. (ASCE 38-22)

**Attribute:** A defined characteristic of a Utility Feature, Utility Segment, or of a singular point on a Utility Feature or Utility Segment. (ASCE 38-22)

**Deliverable:** The sealed results from a Subsurface Utility Engineering investigation that typically includes a Utility Report, Utility Drawings, and other relevant Utility data for inclusion in digital or paper formats, and/or within databases and/or three-dimensional models. (ASCE 38-22)

**Designating:** The application and interpretation of shallow earth Geophysical Methods to infer (with or without surface markings) the existence and the approximate horizontal position and,

when possible and part of the Scope of Work, Depth of a subsurface Utility Segment and/or Utility Feature. (ASCE 38-22)

**Electronic Depth (ED):** Depth obtained by electromagnetic receiver that has a varying level of accuracy based on many factors including soil conditions, connection type, overhead interference, etc. ED reports to the center of the induced magnetic field.

**Encasement:** A structure that encloses and protects utility facilities and surrounding infrastructure, environment, and the public. E.G. Concrete cap, casing pipe, tile, ducts, tunnel.

**Geophysical Method:** Application of an established shallow-earth Geophysical Method (such as seismic, acoustic, gravitational, magnetic, electrical, and electromagnetic) to observe the physical response of the subsurface Utility infrastructure and cultural features, as well as anomalies within those responses. (ASCE 38-22)

**Locating:** The process of exposing and verifying a Utility for purposes of determining its function, type, position, outside dimensions, and other observable Attributes at its exposed points. (ASCE 38-22)

**Low Wire Sag:** Lowest elevation on the lowest wire at a crossing overhead utility.

**Overhead attachment point:** Elevation where overhead line is attached to above ground structure such as a pole.

**Subsurface Utility Engineering (SUE):** The specialty practice of civil engineering's Utility Engineering branch that includes the investigation, analysis, judgment, and documentation of existing Utility networks. (ASCE 38-22)

**Test Hole:** A small, limited excavation, made to determine, measure, and record data about a buried Utility Segment or Utility Feature. (ASCE 38-22)

**Utility:** A privately, publicly, or cooperatively owned pipeline, cable(s), and/or conduits, facility, or system for producing, transmitting, or distributing communications, traffic control cables and structures, cable television, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, stormwater, or any other similar commodity, including any fire or police signal system or street lighting system. The term Utility shall also mean the Utility owner/operator inclusive of any wholly owned or controlled subsidiary. (ASCE 38-22)

**Utility Feature:** A physical component of a Utility. Examples include valves, hydrants, reducers, switches, thrust blocks, vaults, and transformers. (ASCE 38-22)

**Utility Investigation:** Any or all of a variety of office and field activities undertaken to understand and document the existence of, location, and Attributes of existing Utility facilities within the project limits. (ASCE 38-22)

**Utility Quality Level:** The value, assigned by the Professional, of a Utility Segment or subsurface Utility Feature that identifies the relative (nonquantifiable) uncertainty of a Utility Segment's or subsurface Utility Feature's existence and actual location to that of its documented location. (ASCE 38-22)

**Utility Report:** A report or sufficient notes contained within a Utility Drawing, sealed by a Professional, that (1) contains information about the Utility Investigation that might otherwise not be conveyed, (2) assists the end user in understanding the subsurface Utility landscape and risks, (3) provides recommendations to address data deficiencies, and (4) complements the Utility Drawing Deliverables. (ASCE 38-22)

**Utility Segment:** A continuous portion of a Utility for which the Utility Quality Level is constant, and the Attributes, other than Depth, are substantially identical. (ASCE 38-22)

**Vault:** A concrete box underground that is used for utility purpose.

### **General Data Limitations**

SUE services are performed in accordance with ASCE/UESI/CI 38-22 guideline, generally accepted engineering principles and practices at the time of service. However, a possibility exists that abandoned, forgotten, non-detectable, undocumented, or newly installed utilities may not get mapped using standard records research and surface geophysical survey procedures. While the ASCE 38-22 standard guidelines mitigate these issues, utilities possessing characteristics mentioned below can be missed while following standard Utility Designating and Locating procedures:

1. Utilities lacking apparent available records and without apparent surface features.
2. Utilities with record information which is illegible, misleading, or incomplete.
3. Utilities which are inaccurately reported or inaccurately represented by the utility owner as being a significant distance from the true position.
4. Abandoned utilities without apparent surface features.
5. Utilities buried excessively deep, beyond detection limits of standard utility designating equipment.
6. Non-conductive utilities buried in clay soil without apparent surface features.
7. Non-conductive lines buried away from the tracer wire (e.g., HDPE Gas)
8. Facilities installed after the SUE effort has been completed.

A common problem occurs when the project involves facility owners and operators with insufficient records and non-conductive buried facilities (a situation often encountered with public works installations), infrastructure for oil and natural gas wells installed prior to 1960, and irrigation systems that utilize non-conductive water mains. Facilities mapped under these circumstances are often depicted as QLD during the utility designating field effort to keep operations and budgets at a practical level. As the design project progresses, some depicted facilities may have to be upgraded to a higher quality level through more advanced geophysical prospecting and utility locating methods to properly identify and assess utility conflicts for design and construction.



Designers, utility coordinators, and contractors must realize the CI/ASCE 38-22 utility mapping effort is an iterative acquisition and interpretation process. Unless subsequent endeavors are made to upgrade designated quality levels, facilities depicted at lower quality levels, such as QLD, may be completely in error. In addition, depicted facilities and corresponding data are pertinent at the time in which field investigation operations are completed and are subject to change.

Final utility plans and data are for design purposes only and reflect utility conditions at the time surveyed. The SUE consultant cannot be held responsible for utility scenario changing after completion of field operations.

Users of this data set must understand and adhere to the limitations associated with the designated quality levels assigned to the depicted facilities. QLC and QLD depictions are based on interpolations, extrapolations, and available record data; this data can be erroneous and should not be used alone for design development and bidding purposes. Additional utility designating and locating field efforts to upgrade data to QLB and QLA are strongly recommended for areas where accurate final design and construction planning and bidding is required.

It is strongly recommended that users of this data, especially project engineers-of-record, become familiar with the ASCE 38-22 standard guidelines and the corresponding data limitations inferred by the designated quality levels prior to employing the data set for design purposes. In addition, a utility report should always accompany the existing utility CADD file to ensure proper interpretation and usage of the data set. Any questions regarding the SUE data or utility report should be directed to the SUE professional engineer-of-record.

September 8, 2023

Amy Esguerra  
Associate  
CP&Y, Inc.  
One Countryside Place  
12500 San Pedro, Suite 450  
San Antonio, Texas 78216

**Re: Scope of Services and Fixed-Price Cost Estimate  
Intensive Cultural Resources Survey and Assessment  
Antiquities Code of Texas and Section 106 of National Historic Preservation Act**

**Proposed Hutto SE Loop Wastewater Interceptor Project  
Hutto, Williamson County, Texas**

Dear Amy:

Horizon Environmental Services (Horizon) appreciates the opportunity to present this scope of services and fixed-price cost estimate to CP&Y, Inc. (CP&Y; dba STV Infrastructure) to conduct a cultural resources inventory survey and assessment for the proposed Hutto Southeast Loop Wastewater Interceptor Project in Hutto, Williamson County, Texas. The project would consist of installing a subsurface wastewater interceptor pipeline extending from the proposed SE Loop Lift Station, which would be located off the western side of Farm-to-Market Road (FM) 3349 approximately 466.3 meters (1,530.0 feet) north of its intersection with County Road (CR) 132, southwestward to the South Wastewater Treatment Plant (WWTP), which is located southwest of the intersection of FM 1660 and CR 134. The project area would measure approximately 6.1 kilometers (3.8 miles) in length within a linear right-of-way measuring a maximum of 30.5 meters (100.0 feet) in width. For purposes of the cultural resources survey, the project area is assumed to consist of a linear right-of-way measuring 6.1 kilometers (3.8 miles) in length by 30.5 meters (100.0 feet) in width.

#### **Regulatory Jurisdiction**

The proposed undertaking would be sponsored by the City of Hutto, a political subdivision of the state of Texas; as such, the project would fall under the regulatory jurisdiction of the Antiquities Code of Texas. In addition, the project may require the use of Nationwide Permits (NWP) issued by the U Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act. In this case, those portions of the overall project area that fall within the federal permit area would fall under the regulatory jurisdiction of Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended. As the proposed project represents a publicly sponsored undertaking, the project sponsor is required to provide the applicable federal agencies and the Texas Historical Commission (THC), which serves as the State Historic Preservation Office (SHPO) for the state of Texas, with an opportunity to review and comment on the project's potential to adversely affect historic properties listed on or considered eligible for listing on the National Register of Historic Places (NRHP) and/or for designation as State Antiquities Landmarks (SAL). At this time, no other federal or state jurisdiction has been identified for the project. If any additional regulatory triggers are identified as the

project moves forward, Horizon will evaluate whether or not any additional, out-of-scope cultural studies or agency coordination may be required.

### **Scope of Services**

The cultural resources study would consist of an intensive archeological field survey and production of a report suitable for review by the SHPO in accordance with the THC's Rules of Practice and Procedure, Chapter 26, Section 26, and the Council of Texas Archeologists' (CTA) Guidelines for Cultural Resources Management Reports.

#### ***Task 1—Agency Coordination and Permitting***

Prior to initiating fieldwork, Horizon will:

- Define the Area of Potential Effect (APE) of the proposed project based on applicable federal and state agency guidelines, taking into account the horizontal extent of the construction footprint, the vertical depth of ground-disturbing impacts, and potential indirect (e.g., viewshed) effects beyond the construction footprint.
- Apply for and obtain a Texas Antiquities Permit from the THC (required for any project that falls under the jurisdiction of the Antiquities Code of Texas). The application for a Texas Antiquities Permit requires the signature of the project sponsor and/or landowner, as appropriate, as well as the archeological Principal Investigator. The Texas Antiquities Permit must be issued by the THC prior to the initiation of any cultural resources field activities.

#### ***Task 2—Archeological Survey Fieldwork***

Horizon will:

- Perform an intensive archeological survey, consisting of pedestrian walkover with surface inspection and systematic shovel testing at a level of intensity sufficient to meet or exceed the Texas State Minimum Archeological Survey Standards (TSMASS) and guidelines established by the CTA unless field conditions warrant excavation of more or fewer shovel tests.
- Document any cultural resources encountered to a sufficient degree to make preliminary recommendations of the significance of the resources in terms of their eligibility for inclusion in the NRHP and/or for designation as SALs, as appropriate.
- Inspect the locales of any previously recorded archeological sites within the project area, assess their current condition, and document the sites to a sufficient degree to make preliminary recommendations of the significance of the resources in terms of their eligibility for inclusion in the NRHP and/or for designation as SALs, as appropriate.

#### ***Task 3—Technical Report***

Horizon will:

- Complete and submit *State of Texas Archeological Site Data Forms* (for new archeological sites) or *State of Texas Archeological Site Update Forms* (for previously recorded archeological sites) to TARL. Permanent site trinomials will be obtained from TARL for any new archeological sites documented within the project area during the survey.

- Assess the significance of any cultural resources within the project area in terms of their potential eligibility for inclusion in the NRHP and/or for designation as SALs, as appropriate.
- Develop a draft technical report detailing the project background, environmental and cultural setting of the project area, research goals and survey methods, survey results, recommendations for any cultural resources documented during the survey, and a bibliography of references cited suitable for review by the THC and any other applicable regulatory agencies.
- Submit a preliminary review copy of the archeological draft report describing the results of the survey in electronic (PDF) format to the client or review. Following approval of the draft report by the client, Horizon will submit an electronic copy of the report to the THC and any other applicable regulatory agencies for review and comment. Horizon will coordinate review with the regulatory agencies unless the client would prefer to coordinate agency review directly.
- Respond to any comments on the draft report offered by the THC and any other applicable regulatory agencies and produce a final report.
- Submit the final report to the client and the THC.

#### **Task 4—Records Curation**

Horizon will:

- Prepare project records for curation at TARL per the requirements of the Antiquities Code of Texas and TARL's *Stipulations and Procedures for the Preparation of Archeological Records and Photographs, Curation Supplies, and Sources* and/or *Stipulations and Procedures for the Preparation of Archeological Material Collections*, as appropriate.

#### **Cost Estimate**

Horizon proposes to provide the cultural resources services described in this proposal on a fixed-price basis not to exceed **\$18,200**, as itemized in the table below. The proposed project corridor passes through the boundaries of two previously recorded historic-age sites; as such, the cost estimate provided herein includes costs for recording a maximum of two historic-age archeological sites. If additional archeological sites beyond two historic-age sites are encountered during the survey, each additional site will be recorded for an additional fee not to exceed **\$2,500 per site** for prehistoric/protohistoric sites or **\$3,500 per site** for historic-age archeological sites. Note that these estimated fees apply to small to moderate-sized sites that can be recorded in approximately a half day or less. Large, deep, or unusually complex sites may require additional time to record and incur additional charges.

Upon the client's request, Horizon will reduce or enlarge the scope of services and associated cost estimate to accommodate any existing or perceived changes to project needs and budgetary constraints. Horizon will proceed with authorized out-of-scope tasks with prior written consent from the client on a time-and-materials basis utilizing Horizon's standard rates.

| <b>ARCHEOLOGICAL SURVEY AND ASSESSMENT</b><br><b>Proposed Hutto SE Loop Wastewater Interceptor Project</b><br><b>Hutto, Williamson County, Texas</b>                                           |                                                                                                                                   |                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| <b>Task</b>                                                                                                                                                                                    | <b>Description</b>                                                                                                                | <b>Estimated Cost</b> |
| 1                                                                                                                                                                                              | Agency Coordination and Permitting                                                                                                | \$1,000               |
| 2a                                                                                                                                                                                             | Archeological Field Survey (includes pedestrian walkover with shovel testing) (assumes survey is negative for cultural resources) | \$5,000               |
| 2b                                                                                                                                                                                             | Archeological Site Recording Fees (maximum of two historic-age sites)                                                             | \$7,000               |
| 3                                                                                                                                                                                              | Technical Report (includes preparation of draft and final technical report and coordination of agency review)                     | \$3,300               |
| 4                                                                                                                                                                                              | Records Curation (includes preparation of project records for curation and curation facility fees)                                | \$1,900               |
| <b>Total</b>                                                                                                                                                                                   |                                                                                                                                   | <b>\$18,200</b>       |
| <b><i>Additional Itemized Costs Not Included in Cost Estimates Presented Above*</i></b>                                                                                                        |                                                                                                                                   |                       |
| Additional Fee per Prehistoric/Protohistoric Archeological Site Recorded (includes extra field recording time, site form filing fee, mapping, and reporting)                                   |                                                                                                                                   | <b>\$2,500</b>        |
| Additional Fee per Historic-age Archeological Site Recorded (Beyond Two) (includes extra field recording time, site form filing fee, mapping, and reporting, and historical/archival research) |                                                                                                                                   | <b>\$3,500</b>        |

*\* Note: Site recording fees pertain to small to moderate-sized sites that can be recorded in approximately a half day or less. Large, deep, or unusually complex sites may require additional time to record and incur additional charges.*

### **Schedule**

Horizon will complete archival research and fieldwork within initiate the process of applying for the Texas Antiquities Permit within one week of receiving the client's notice to proceed. Note that the THC must issue the Texas Antiquities Permit before any field activities can commence. Barring inclement weather conditions, access restrictions, or other unusual circumstances, Horizon anticipates that cultural resources survey fieldwork will take no more than two days to complete, inclusive of round-trip travel between Horizon's corporate headquarters in Austin, Texas, and the project area.

The draft report of the cultural resources survey will be completed within 45 days of the completion of the fieldwork and submitted for preliminary review to the client. Horizon will respond to the client's comments and submit the draft report to the THC and other regulatory agencies, as appropriate, for review unless the client would prefer to coordinate agency review directly. Under state law, the THC has 30 days to review technical reports for cultural resources surveys. Federal agency review timeframes are often tied to the overall permitting process and may take longer.



### Assumptions

- All archeological investigations are supervised by an archeological Principal Investigator who meets the Secretary of the Interior's (SOI) Professional Qualification Standards for Archeology, and all architectural history investigations are supervised by an architectural history Principal Investigator who meets the SOI's Professional Qualifications for Architectural History.
- The project area consists only of the proposed project facilities described in this proposal. This proposal does not provide for surveys of reroutes, alternate alignments, or additional or ancillary locations that fall outside the boundaries of the project area as described herein.
- The client will secure right-of-entry (ROE) for all segments of the project area to be surveyed, and ROE to the entire project area will be available to Horizon upon receiving notice to proceed with field activities. Any portions of the project area to which ROE is not available will not be surveyed and may be subject to future survey-level investigations not covered under the terms of this proposal.
- This proposal assumes that no more than one field mobilization would be required to complete the cultural resources survey. Any extra mobilizations or special client requests, such as appointments to survey tracts under emergency limited access agreements (e.g., temporary restraining orders [TRO], writs of possession), reroutes, or on-call requests, will be billed as out-of-scope activities on a time-and-materials basis using Horizon's standard rate schedule.
- The proposed project corridor passes through the boundaries of two previously recorded historic-age sites; as such, the cost estimate provided herein includes costs for recording a maximum of two historic-age archeological sites at a cost of **\$3,500** per site. If additional archeological sites are encountered within the project area, an additional fee not to exceed **\$2,500** per prehistoric/protohistoric site or **\$3,500** per historic-age site beyond the first two will be incurred, which is inclusive of additional site recording time in the field, site form filing fees, and additional mapping and reporting requirements. In addition, for historic-age sites, the extra fee covers historical/archival research required under the state's survey guidelines. Note that these estimated fees apply to small to moderate-sized sites that can be recorded in approximately a half day or less. Large, deep, or unusually complex sites may require additional time to record and incur additional charges. As Horizon is required to record any archeological sites encountered during fieldwork, this is not considered an out-of-scope cost and will be incurred automatically if archeological sites are found. Depending on the number, type, and specific characteristics of the sites, the full fee may not be required for each site. Horizon will notify the client within 48 hours of completion of the archeological field survey as to how many archeological sites were recorded and the scale of additional fees anticipated to be necessary.
- This cost estimate does not include provisions for mechanical excavations, such as backhoe trenching in areas of deep alluvium or Gradall stripping adjacent to cemeteries, if such are encountered during the survey fieldwork. Mechanical operations are required by the state's survey guidelines in areas with a moderate to high probability to contain cultural resources buried more deeply than standard shovel testing is capable of reaching (i.e., about 1.0 meter [3.3 feet] below ground surface depending on soil type). Due to the physiographic setting of the project area, backhoe trenching is anticipated to be unnecessary for this project, though it is possible that any stream crossings or areas of intact alluvium may require mechanical excavations. In the event that mechanical excavations are determined to be necessary based on the results of the pedestrian survey, a supplemental work authorization may need to be executed to cover any additional fieldwork.
- This proposal includes a limited review of existing literature, site files, and online map sources to determine the estimated time period of occupation of any historic-age archeological sites and/or construction dates of historic-age structures or engineering features that may be encountered during

the survey. If extensive historical research is required to more fully develop the context of historic-age resources, such as architectural evaluations; detailed reviews of historic records, deed records, genealogical records; or library or museum collections, a supplemental work authorization may need to be initiated.

- Horizon will employ a non-collection policy to the maximum extent practicable. Diagnostic (i.e., time- or culturally sensitive) and non-diagnostic artifacts will be sketched and photodocumented in the field, and notes will be recorded on their provenience and apparent cultural and chronological affiliation. In the event that any cultural materials are collected during the survey, they will be temporarily housed at Horizon's laboratory facilities in Austin, Texas, and processed for analysis. Any cultural materials collected from private land would be returned to the landowner. Any artifacts collected from public land during the survey may need to be curated at an approved curational facility according to the guidelines of the THC and the curation facility. This scope of work does not cover the costs of processing artifacts for curation, the negotiation of a curation agreement with an approved curation facility, or curation fees.
- This proposal includes provisions for curating cultural resources survey records (e.g., field forms, field notes, digital photographs, photo sheets, official agency correspondence), which is required for all held-in-trust projects conducted under the Antiquities Code of Texas, at an approved curation facility, including Horizon's charges for preparing project records for curation as well as the curation facility's fees for permanently housing the project records. TARL charges a minimum fee for records-only curation for project records that occupy less than 1.5 inches of drawer space. This proposal assumes that 1.5 inches or less of drawer space would be required. In the event that more than 1.5 inches of drawer space is required or if TARL's records policies or fees change prior to submission of project records for curation, additional curation fees may be incurred that are not covered under the terms of this proposal.
- This proposal does not include provisions for conducting surveys for Traditional Cultural Properties or Traditional Cultural Plants. Information regarding these cultural resources is typically restricted within federally recognized tribes and not available to archeological contractors.
- This proposal covers only a Phase I cultural resources inventory. In the event that potentially significant prehistoric and/or historic-age resources are present within the project area, additional investigations may be required, such as significance testing and/or mitigation studies, that are not covered in this proposal.
- One technical report will be written describing the results of the cultural resources survey of the project area. This proposal does not provide for generating multiple or supplemental technical reports.
- This proposal provides for responding to two (2) rounds of comments, including one initial set of client comments and one (1) set of agency comments. Additional rounds of comments may not be covered under the terms of this proposal and may be billed as out-of-scope activities on a T&M basis using Horizon's standard rate schedule.
- Title 13, Part 2, Chapter 26, Subchapter C, Rule 16.16 of the Texas Administrative Code requires the holder of a Texas Antiquities Permit to submit a technical report presenting the results of the permitted investigation to the THC for review. Horizon will provide the client with a reasonable opportunity to review, comment upon, and approve the technical report prior to submission to the THC. Horizon can delay initiating the review process within reasonable limits given project scheduling needs but must allow for sufficient time to complete the entire review process prior to the expiration date of the Antiquities Permit. This requirement applies even if the development of the project is postponed or

canceled. Horizon will invoice the client for report preparation and records curation charges as described in this proposal pursuant to fulfillment of the conditions of the permit.

- This proposal and cost estimate are valid for 90 days.

Please feel free to contact me at (512) 328-2430 or at [jowens@horizon-esi.com](mailto:jowens@horizon-esi.com) if you have any questions or require additional information. General Conditions for Services included herein as Attachment A will apply to this agreement. Also attached is Horizon's Standard Billing Rate Schedule. If this proposal is acceptable, please sign and return a copy as Horizon's Notice to Proceed.

Sincerely,



Jesse Owens  
Cultural Resources Director  
Horizon Environmental Services

**Accepted:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Organization

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Billing Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
City, State, ZIP



13581 Pond Springs Road, Suite 210, Austin, Texas 78729 • Phone: (512) 428-5550 • Fax: (512) 428-5525

September 11, 2023  
Arias Project No. 2023-721

VIA Email: [Scott.Wetzel@stvinc.com](mailto:Scott.Wetzel@stvinc.com)

Scott Wetzel, P.E.  
Vice President, Water Practices  
STV  
13809 Research Blvd, Suite 300  
Austin, TX 78750

**RE:           Proposal for Geotechnical Engineering Services**  
City of Hutto SE Loop Wastewater Interceptor Sewer  
Hutto, TX

Dear Mr. Wetzel,

Arias & Associates, Inc. (Arias) is pleased to provide this proposal for geotechnical engineering services for the above-referenced project. Our understanding of the project is based on the information provided by you, including a map of the alignment and the requested field investigation. The following sections present our understanding of the project, proposed scope of services, fee compensation requirements, and schedule.

### **Project Information**

The project will include the installation of approximately 20,000 LF of a gravity sewer pipeline from Hutto South Wastewater Treatment Plant located at 10704 FM 1660 to one (1) mile south of the intersection of FM 3349 with US 79 in Hutto, Texas. The pipeline diameter will be 36-inch to 54-inch. We have assumed that the invert depth of the gravity pipeline will be maximum 25-feet. The open cut method will be used across the majority of the alignment. We understand that the trenchless installation will be utilized in total five (5) creek and roadway crossings.

### **Proposed Investigation**

The proposed alignment is mapped as being underlain by various geologic formations including Navarro and Taylor Groups undivided (Knt), High gravel deposits (Qhg), and Fluvial terrace deposits (Qt) along the alignment. Based on our understanding of the proposed construction and the requested field investigation, we propose to drill one boring every 750 LF of the proposed alignment to the 30-ft depth including the trenchless segments, as summarized below in the table.

| Borings      | No. of Borings | Boring Depth (ft) | Footage    |
|--------------|----------------|-------------------|------------|
| Alignment    | 30             | 30                | 900        |
| <b>Total</b> |                |                   | <b>900</b> |

The borings will be drilled using a truck-mounted rig in areas clear of brush, heavy vegetation, and underground and overhead utilities. Arias personnel will mark the boring locations and will notify Texas One-Call at 72 hours prior to drilling. It is important to mention that the Texas One-Call system only clears public utilities. Arias requests STV to provide maps of existing private utilities prior to our site mobilization. Arias will not be responsible for damaged private utilities not informed to us.

Borings are planned to be drilled inside private properties and in the Right of Way. Traffic control will be required for borings in existing roadway Right of Way. We will obtain permits in accordance with City of Hutto (COH) program. Any modifications to the standard traffic controls plans are beyond the scope of this proposal and will be performed by others if required.

The borings will be advanced using augering and sampling techniques. Arias personnel will locate the borings, direct the sampling efforts, and visually classify recovered samples. Soils will be sampled by either pushing a thin-walled tube (ASTM D1587) of cohesive soils, or split barrel sampler while performing the Standard Penetration Test (ASTM D1586) for cohesionless (sandy) soils. Continuous core sampling of the rock stratum (ASTM D2113) will be performed where competent shale or chalk is encountered.

Arias personnel will locate the borings, coordinate traffic control, direct sampling efforts, visually classify recovered samples, and be present during drilling. Asphalt and base material thickness will be measured and reported for borings drilled through pavements. If groundwater is encountered, the groundwater levels within the open borehole will be recorded at the time of drilling and immediately following drilling. The boreholes will be backfilled with a mixture of cuttings generated by drilling operations and bentonite pellets after completion of drilling. Borings drilled through pavements will be capped with at least 12 inches of sackrete and cold-patch asphalt to match the existing surface. Excess soil cuttings will be dispersed in the area adjacent to the borings. No other site restoration measures, in addition to backfilling the boreholes, are included in this proposal.

Laboratory testing will be performed on recovered samples selected by the geotechnical engineer to aid in soil classification and to measure engineering properties. Laboratory testing is expected to include moisture content, Atterberg limits, fines content (percent passing the No. 200 sieve), unconfined compression strength testing, controlled pressure swell, hydrometer analysis, and corrosion testing. The actual laboratory program will depend upon the type of soils encountered.



## **Reporting**

We will issue electronic copies of the Geotechnical Data Report (GDR) and Geotechnical Design Memorandum (GDM) prepared by a licensed professional engineer in the State of Texas. Specifically, the reports will include the following:

### **Geotechnical Data Report (GDR):**

- Description of the field exploration program;
- Description of the laboratory testing program and results;
- Photographs of the soil samples recovered;
- Soil boring plan that depicts borehole locations on a base map provided by Client;
- Profiles of soil borings along the alignment using plan and profile design information provided by others;
- Soil boring logs with soil classifications based on the Unified Soil Classification System (ASTM D 2487);
- Generalized site stratigraphy and engineering properties developed from field and laboratory data at the explored locations; and
- Depth where groundwater, if encountered, at the time of drilling and immediately after drilling.

**Geotechnical Design Memorandum (GDM):** The Geotechnical Design Memorandum will provide the following geotechnical recommendations.

- Bedding and backfilling recommendations for trenched excavations;
- Modulus of soil reaction,  $E'$ , for buried pipelines;
- Soil classification for OSHA;
- Trenching and shoring recommendations;
- General recommendations for construction; and
- General recommendations for groundwater control.

Arias will provide a draft version of each report for review, comment, and requests for clarification, which will then be addressed in the final GDR and GDM reports.

**This proposed scope of work does not include a Geotechnical Baseline Report (GBR) for trenchless installations. Arias can provide a proposal for a GBR, as design progresses.**

Please be advised that Arias & Associates, Inc. performs Construction Materials Engineering and Testing (CoMET) per project requirements. We will be pleased to provide a separate proposal for construction materials testing at your request.

## **Proposed Fee**

We propose that the fee to perform the above outline preliminary scope of services be a lump sum of **\$137,495.00**. A Geotechnical Cost Breakdown is presented in the attached Exhibit A. Please note that for invoicing purposes the estimated quantities in the Geotechnical Cost Breakdown may vary (increase or decrease), depending on the actual level of effort needed to perform each item, but the lump sum fee will remain the same (**\$137,495.00**).

After our reports are submitted, additional engineering time required to attend teleconferences, meetings, site visits, review plans or specifications, will be charged at the hourly rates included in our Exhibit A. Additional soil borings/piezometers and lab testing can be also performed on a time and material basis at the rates included in our Exhibit A. Also, stand-by time incurred in the field due to situations out of the control of Arias (e.g. right of access issues) will be charged at **\$225.00/hour**.

We will invoice for work completed on a monthly basis. This proposal is based on the following assumptions about site access:

- Boring locations will be clear and accessible to our truck-mounted drilling equipment. No clearing of vegetation (nor the corresponding permits and fees), trees, brush or debris is included in this proposal;
- The ground at the time of the field investigation should be dry and strong enough to support the weight of the drilling and support vehicles. Otherwise, the client will be informed about the need to utilize an all-terrain vehicle to access boring locations;
- We will be provided with maps of existing known public and private utilities, and we will notify Texas 811 at least 72 hours prior to drilling;
- Right of Entry (ROE) to access the boring locations will be obtained by others prior to our mobilization; and
- Drilling will be performed Monday to Friday from 8 am to 5 pm.

## **Schedule**

Upon receiving written authorization and ROE, and weather and site conditions permitting, we can initiate our field investigation within 2 to 3 weeks. Drilling of the boreholes will take 3 weeks. Laboratory testing will take another 3 to 4 weeks. We anticipate submitting a draft report about 12 to 14 weeks following receipt of written authorization and ROE. We will keep you verbally informed of our findings as they become available.

Delays sometime occur due to adverse weather, utility clearance processing, site clearing requirements for drill rig access, obtaining Right of Entries and other factors outside of our control. In this event, we will communicate the nature of the delay with you and provide a revised schedule at the earliest possible date.

### **Proposal Acceptance**

We understand that proposal authorization and contract terms will be established per STV's Subcontract for Professional Services. We will begin work upon receipt of a signed copy of the subcontract. Please attach this proposal to the subcontract and email it to [asioutis@ariasinc.com](mailto:asioutis@ariasinc.com).

Should you have any questions, please do not hesitate to contact Alexandros Sioutis, E.I.T at (512) 656-2390. We appreciate the opportunity provided and look forward to becoming an integral part of the Project Team.

Sincerely,

### **ARIAS & ASSOCIATES, INC.**

TBPE Registration No: F-32



Alexandros Sioutis, E.I.T.  
Geotechnical Engineer



John S. Landwermeyer, P.E.  
Managing Principal

Attachments:

Exhibit A – Geotechnical Cost Breakdown



**Exhibit A - Geotechnical Cost Estimate**  
**City of Hutto SE Loop Wastewater Interceptor Sewer**  
**Hutto, Texas**

| Task                                          | Item Description                                                          | Est. Qty. | Unit | Unit Price                       | Est. Total Price     |
|-----------------------------------------------|---------------------------------------------------------------------------|-----------|------|----------------------------------|----------------------|
| <b>1 Field Exploration</b>                    |                                                                           |           |      |                                  |                      |
| <b>1.1 Planning and Coordination</b>          |                                                                           |           |      |                                  |                      |
|                                               | Engineer in Training (Drilling Plan, One-Call, Traffic Controls, Permits) | 25        | hr   | \$ 120.00                        | \$ 3,000.00          |
|                                               | Engineering Technician (Staking of Borings, Utility Clearance)            | 40        | hr   | \$ 75.00                         | \$ 3,000.00          |
|                                               | Trip Charge                                                               | 7         | ea   | \$ 55.00                         | \$ 385.00            |
|                                               | Excavation Permit (COH permits)                                           | 1         | ea   | \$ 700.00                        | \$ 700.00            |
|                                               | Senior Geotechnical Engineer                                              | 20        | hr   | \$ 175.00                        | \$ 3,500.00          |
|                                               | Principal Engineer                                                        | 10        | hr   | \$ 210.00                        | \$ 2,100.00          |
|                                               |                                                                           |           |      | <b>1.1 Subtotal</b>              | <b>\$ 12,685.00</b>  |
| <b>1.2 Drilling and Sampling</b>              |                                                                           |           |      |                                  |                      |
|                                               | Mobilization (Truck drill rig)                                            | 4         | ea   | \$ 550.00                        | \$ 2,200.00          |
|                                               | Support Truck (Water truck)                                               | 12        | ea   | \$ 150.00                        | \$ 1,800.00          |
|                                               | Air Compressor                                                            | 12        | day  | \$ 200.00                        | \$ 2,400.00          |
|                                               | Drill Rig Standby Time                                                    | 22        | hr   | \$ 225.00                        | \$ 4,950.00          |
|                                               | Soil Drilling and Sampling - Up to 50 feet                                | 900       | ft   | \$ 26.00                         | \$ 23,400.00         |
|                                               | Backfill holes                                                            | 900       | ft   | \$ 8.00                          | \$ 7,200.00          |
|                                               | Drill Logger                                                              | 120       | hr   | \$ 75.00                         | \$ 9,000.00          |
|                                               | Trip Charge (Arias - Logger)                                              | 12        | ea   | \$ 55.00                         | \$ 660.00            |
|                                               |                                                                           |           |      | <b>1.2 Subtotal</b>              | <b>\$ 51,610.00</b>  |
| <b>1.3 Traffic Control</b>                    |                                                                           |           |      |                                  |                      |
|                                               | Traffic Control Services, Arrow Boards and Attenuator Truck               | 2         | ea   | \$ 2,000.00                      | \$ 4,000.00          |
|                                               |                                                                           |           |      | <b>1.3 Subtotal</b>              | <b>\$ 4,000.00</b>   |
|                                               |                                                                           |           |      | <b>Field Exploration TOTAL:</b>  | <b>\$ 68,295.00</b>  |
| <b>2 Laboratory Soil Testing</b>              |                                                                           |           |      |                                  |                      |
|                                               | Moisture Content (ASTM D2216)                                             | 200       | ea   | \$ 15.00                         | \$ 3,000.00          |
|                                               | Atterberg Limits (ASTM D4318)                                             | 150       | ea   | \$ 75.00                         | \$ 11,250.00         |
|                                               | Particle Gradation, Including No. 200 sieve (ASTM D422)                   | 150       | ea   | \$ 75.00                         | \$ 11,250.00         |
|                                               | Unconfined Compressive Strength (rock or soil) (ASTM D7012 or D2166)      | 50        | ea   | \$ 65.00                         | \$ 3,250.00          |
|                                               | Controlled Pressure Swell (ASTM D4546)                                    | 4         | ea   | \$ 300.00                        | \$ 1,200.00          |
|                                               | Hydrometer Analysis (ASTM D7928)                                          | 6         | ea   | \$ 200.00                        | \$ 1,200.00          |
|                                               | Soluble Sulfate (TEX 145-E)                                               | 5         | ea   | \$ 80.00                         | \$ 400.00            |
|                                               | Soluble Chloride (ASTM D512)                                              | 5         | ea   | \$ 70.00                         | \$ 350.00            |
|                                               | Soil pH (TEX-128-E)                                                       | 5         | ea   | \$ 65.00                         | \$ 325.00            |
|                                               | Laboratory Resistivity (ASTM G57)                                         | 5         | ea   | \$ 85.00                         | \$ 425.00            |
|                                               | Engineer in Training                                                      | 25        | hr   | \$ 120.00                        | \$ 3,000.00          |
|                                               |                                                                           |           |      | <b>Laboratory Testing TOTAL:</b> | <b>\$ 35,650.00</b>  |
| <b>3 Engineering and Reporting</b>            |                                                                           |           |      |                                  |                      |
| <b>3.1 Geotechnical Data Report (GDR)</b>     |                                                                           |           |      |                                  |                      |
|                                               | Principal Engineer                                                        | 15        | hr   | \$ 210.00                        | \$ 3,150.00          |
|                                               | Geotechnical Project Manager                                              | 35        | hr   | \$ 175.00                        | \$ 6,125.00          |
|                                               | Engineer in Training                                                      | 60        | hr   | \$ 120.00                        | \$ 7,200.00          |
|                                               | Data Processing                                                           | 20        | hr   | \$ 65.00                         | \$ 1,300.00          |
|                                               |                                                                           |           |      | <b>3.1 Subtotal</b>              | <b>\$ 17,775.00</b>  |
| <b>3.2 Geotechnical Data Memorandum (GDM)</b> |                                                                           |           |      |                                  |                      |
|                                               | Principal Engineer                                                        | 20        | hr   | \$ 210.00                        | \$ 4,200.00          |
|                                               | Geotechnical Project Manager                                              | 40        | hr   | \$ 175.00                        | \$ 7,000.00          |
|                                               | Engineer in Training                                                      | 30        | hr   | \$ 120.00                        | \$ 3,600.00          |
|                                               | Data Processing                                                           | 15        | hr   | \$ 65.00                         | \$ 975.00            |
|                                               |                                                                           |           |      | <b>3.2 Subtotal</b>              | <b>\$ 15,775.00</b>  |
|                                               |                                                                           |           |      | <b>Engineering TOTAL:</b>        | <b>\$ 33,550.00</b>  |
| <b>Project Total</b>                          |                                                                           |           |      |                                  | <b>\$ 137,495.00</b> |



September 8, 2023

STV, Inc.  
Attn: Scott Wetzel

Re: City of Hutto  
SE Loop Wastewater Interceptor  
Land Acquisition Services

### **SCOPE OF SERVICES**

**GENERAL:** The City of Hutto (City) has real estate impacts associated with the SE Loop Wastewater Interceptor Project (the Project) which will include real estate acquisition services. 7Arrows Land Staff, LLC (7Arrows) shall provide a variety of services to support STV, Inc. (STV) and the City for the Project.

**BASIC SERVICES:** 7Arrows shall render the following professional services in connection with the development of the Project.

#### 1. Title Services

- a) Review preliminary title commitment (Schedules A, B & C) or preliminary title search information for all properties.
- b) Secure title commitments and updates in accordance with insurance rules and requirements for parcel payment submissions for properties which will be acquired in fee simple and for ROW easements.
- c) Secure title insurance for all parcels, insuring acceptable title. Cure all exceptions on Schedule C, when applicable. Written approval by City will be required for any exceptions to coverage.

#### 3. Appraisal Services

- a. Secure written permission from owner to enter the property from which land is to be acquired. Maintain permission letters with appraisal reports.
- b. Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel.
- c. Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
- d. Finalize complete appraisal report for each parcel. These reports shall conform to the City's policies and procedures along with the Uniform Standards of Professional Appraisal Practice.





- e. All completed appraisals will be administratively reviewed and approved by the City.
- f. As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by City (additional fees to be charged on an hourly basis).

#### 4. Negotiation Services

- a. Analyze appraisal reports and confirm approved value prior to making offer for each parcel.
- b. Analyze preliminary title report to determine potential title problems and propose methods to cure title deficiencies.
- c. Prepare the initial offer letter and any other documents required or requested by City in an acceptable form.
- d. Contact each property owner or owner's designated representative and present the written offer in person where practical. When owners do not wish to have offers delivered in person, they will be mailed via certified mail with return receipt for documentation of delivery/receipt. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
- e. Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer.
- f. Respond to property owner inquiries verbally and/or in writing within two business days.
- g. Prepare a separate negotiator contact report for each parcel file for each contact.
- h. Maintain parcel files of original documentation related to the purchase of the real property or property interests/acquisition of the Easement or Right of Way.
- i. Present counteroffers in a form as directed by City. Transmit any written counteroffer from property owners including supporting documentation, and Agent's recommendation with regard to the counteroffer.
- j. Prepare final offer letter as necessary.
- k. Appear and provide Expert Witness testimony when requested (Additional fees will be charged on an hourly basis).

#### 5. Acquisition/Closing Services

- a) Prepare check request, review closing documents facilitate execution of all necessary documents. Attend closings and provide closing services in conjunction with Title Company for all tracts.
- b) Transport any documents to City and landowner for signatures.



- c) Record or cause to be recorded all original instruments immediately after closing at the respective County Clerk's Office.
- d) Review Title Policy and give to City for permanent storage.

6. Project Administration

- a) Maintain current status reports of all parcel and project activities.
- b) Provide bi-weekly update reports to City.
- c) Participate in project review meetings as requested.
- d) Provide copies of all incoming/outgoing correspondence as generated if requested.
- e) Maintain copies of all correspondence and contacts with property owners.
- f) Update database with current status information and documentation.

7. Condemnation Support *(NOT CONTEMPLATED IN THIS CONTRACT)*

- a) Upon receipt to proceed with Eminent Domain from City, order updated "Condemnation Limited Title Report" (search parameters set by City and/or outside legal counsel)
- b) Prepare condemnation package as directed by City and deliver to City's designee or legal counsel.
- c) Upon notification from City, request update of appraisal.

Submitted by: Nicole Costanza  
Nicole Costanza, Managing Partner

Date: September 8, 2023



**City of Hutto**  
**SE Loop Wastewater Interceptor**  
**Right of Way Acquisition Services**  
**FEE SCHEDULE**

**Right of Way Acquisition Services:**

| <b>Right of Way and Easement Acquisition Services</b> | <b>Fee Per Parcel</b> | <b>Number of Parcels</b> | <b>Total Fee</b> |
|-------------------------------------------------------|-----------------------|--------------------------|------------------|
| Escrow and Title Curative Services                    | \$1,250               | 13                       | \$16,250         |
| Administrative/Document Services                      | \$1,250               | 13                       | \$16,250         |
| Negotiation Services                                  | \$2,500               | 6                        | \$15,000         |
| Acquisition/Closing Services                          | \$2,500               | 13                       | \$32,500         |
| Project Management/hrly                               | \$200                 | 60                       | \$12,000         |
| <b>Right of Way Appraisal Services</b>                | <b>Fee Per Parcel</b> | <b>Number of Parcels</b> | <b>Total Fee</b> |
| Appraisal Services - Standard                         | \$5,500               | 13                       | \$71,500         |
| <b>^combined Fees</b>                                 |                       | <b>Total</b>             | <b>\$163,500</b> |

**Supplemental Services (for East Side of FM 134 parcels):**

| <b>Right of Way and Easement Acquisition Services</b> | <b>Fee Per Parcel</b> | <b>Number of Parcels</b> | <b>Total Fee</b> |
|-------------------------------------------------------|-----------------------|--------------------------|------------------|
| Right of Entry                                        | \$1,000               | 14                       | \$14,000         |
| Escrow and Title Curative Services                    | \$1,250               | 14                       | \$17,500         |
| Administrative/Document Services                      | \$1,250               | 14                       | \$17,500         |
| Negotiation Services                                  | \$2,500               | 14                       | \$35,000         |
| Acquisition/Closing Services                          | \$2,500               | 14                       | \$35,000         |
| Project Management/hrly                               | \$200                 | 100                      | \$20,000         |
| <b>Right of Way Appraisal Services</b>                | <b>Fee Per Parcel</b> | <b>Number of Parcels</b> | <b>Total Fee</b> |
| Appraisal Services                                    | \$5,500               | 14                       | \$77,000         |
| <b>^combined Fees</b>                                 |                       | <b>Total</b>             | <b>\$216,000</b> |

Date: September 8, 2023  
By: 7Arrows Land Staff, LLC

Nicole Costanza  
Nicole Costanza, Managing Partner



**Individual Project Order 2023-06  
to the Master Agreement  
between the City of Hutto  
and CP&Y, Inc. (7/15/2021)**

**Project No:**

**WW-11: SE Loop Wastewater Interceptor**



This Individual Project Order (IPO) is made by and between the **City of Hutto** (hereinafter referred to as “City”) and **CP&Y, Inc.**, (hereinafter referred to as “Consultant”) in accordance with the provisions of the MASTER AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES executed on July 15, 2021 (the “Agreement”).

Under this IPO, the City intends to construct the following project:

- WW-11: SE Loop Wastewater Interceptor

Consultant will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

## SECTION 1 - SCOPE OF SERVICES

Consultant will perform the services specified in Attachment A.

## SECTION 2 – PAYMENT

For the Services set forth above, City will pay Consultant as follows:

The table below presents a summary of the fee amounts and fee types for this IPO.

| WORK DESCRIPTION                     | FEE AMOUNT    | FEE TYPE |
|--------------------------------------|---------------|----------|
| Project Management                   | \$15,827.00   | LUMP SUM |
| Design Coordination                  | \$33,718.00   | LUMP SUM |
| Preliminary Design                   | \$237,845.00  | LUMP SUM |
| Environmental Services               | \$12,784.00   | LUMP SUM |
| Subsurface Utility Engineering (SUE) | \$9,362.00    | LUMP SUM |
| Additional Services                  | \$8,180.00    | HOURLY   |
| TOTAL FEE                            | \$ 317,716.00 |          |

The total amount authorized to Consultant under this IPO is \$317,716.00.

The lump sum amount to be paid under this IPO is \$309,536.00.

The hourly not-to exceed fee to be paid under this IPO is \$8,180.00. City will pay consultant for Services rendered at the rates shown in Attachment B for each classification of Consultant's personnel (may include contract staff classified at Consultant's discretion) or deliverable plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Direct cost-plus ten percent (10%) for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
4. The amount allowed by the federal government for mileage with an additional \$0.05 for survey





trucks/vans.

### SECTION 3 – ATTACHMENTS

- 3.1 The following Attachments are attached to and made a part of this IPO:
- 3.1.1 Attachment A – Scope of Services
  - 3.1.2 Attachment B – Fee Schedule and Unit Rates
  - 3.1.3 Attachment C – Design Schedule
  - 3.1.4 Attachment D – HB 89 Verification
  - 3.1.5 Attachment E – Form 1295, Certificate of Interested Parties (12/22/2017 Version)

This IPO may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The effective date of this IPO shall be the last date written below.

City of Hutto, Texas

CP&Y, Inc. ,DBA STV Infrastructure

By: \_\_\_\_\_  
Signature

By: Marisa Vergara  
Signature

Name: \_\_\_\_\_  
Printed Name

Name: Marisa Treviño Vergara, PE  
Printed Name

Title: \_\_\_\_\_

Title: Senior Vice President

Date: \_\_\_\_\_

Date: 3/8/2023

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_



## **Attachment A – Scope of Services**

**Project No:**

**WW-11: SE Loop Wastewater Interceptor**

**March 8, 2023**

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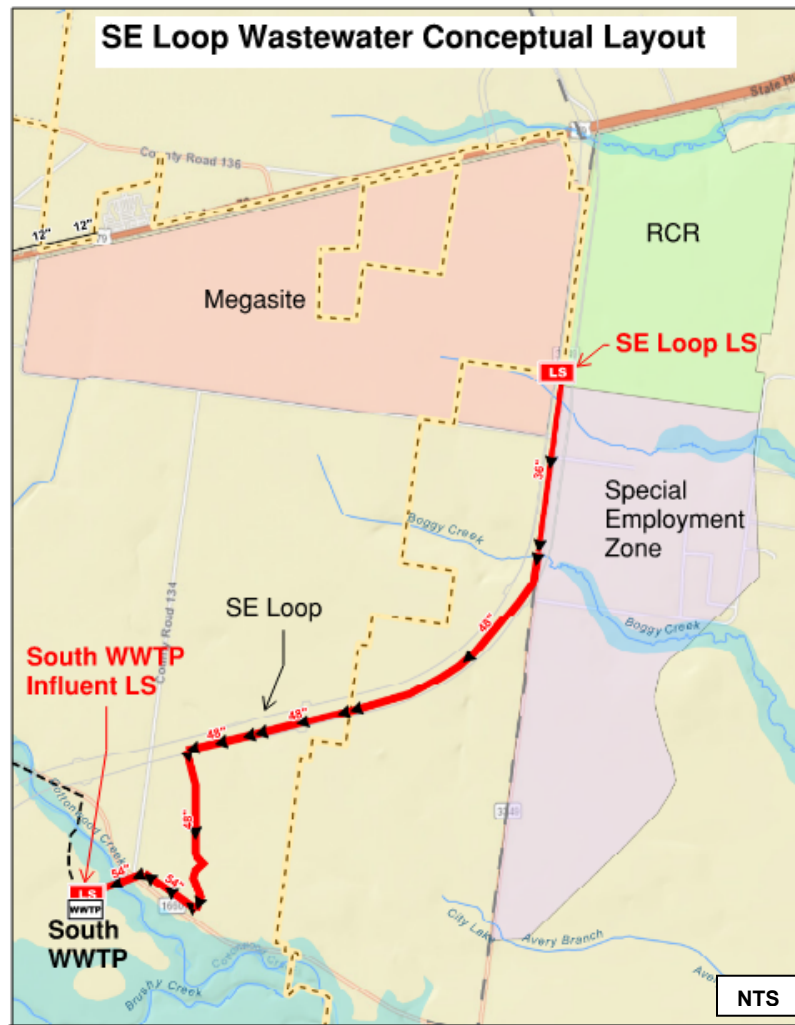
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## 0.0 Project Description

This scope of services includes design services for the following capital improvement projects of the City of Hutto's Capital Improvements Project Program:

**Project No. WW-11 – SE Loop Wastewater Interceptor:** Improvements consist of approximately 23,000 linear feet (LF) of 54-inch, 48-inch, and 36-inch diameter wastewater interceptor from the South WWTP to the SE Loop LS. The purpose of the project is to provide gravity wastewater service to the Megasite, adjacent development, and future developments north of Highway 79 and future projects east/southeast of the SE Loop and projects south of the Megasite in the Boggy Creek drainage area (including the Stromberg, Walther Farms, and Halcyon developments). The project may relieve the SE Loop Lift Station.

The wastewater interceptor will be installed by open trench and various trenchless technologies where needed. The project will be designed based on City of Hutto and TCEQ guidelines and requirements. An overview of the proposed alignments for the new wastewater interceptor is provided in the figure below.



## **1.0 Project Management**

### **1.1 Project Schedule**

The consultant shall progress through the project scope of work within a six (6) month duration allowing two (2) weeks for each City review of milestone submittals.

The consultant shall prepare a basic Gantt chart demonstrating the proposed project schedule upon receipt of the NTP and provide monthly schedule updates as the project progresses.

### **1.2 Meetings**

Consultant shall include time and resources to support the following Programmatic or Project meetings. As this is a Project within a Program, the Consultant shall comply with Programmatic processes and ensure the Project team is equipped and capable to perform in compliance with Programmatic processes.

- Project Kickoff Meeting
- Monthly Progress Meetings (three (3))
- Draft Route Evaluation Review Meeting
- Route Evaluation Report Review Meeting
- 30% Design Milestone Plan Review Meeting

### **1.3 Programmatic Reporting**

Consultant shall provide bi-weekly status reports to the City team, identifying progress made, outstanding action items, and next deliverable. Consultant shall also keep a complete organization chart with Key Personnel identified.

### **1.4 Communication**

All communication shall be between the Consultant Project Manager, Ryan Owen, and the City Project Manager.

### **1.5 Software**

#### **1.5.1 AutoCAD/GIS**

Consultant shall submit drawings in the latest version of AutoCAD software and annotated shapefiles.

#### **1.5.2 BlueBeam Revu Studio**

Consultant shall submit all milestone reviews in PDF format and use BlueBeam Review Studio as a tool for reviewing and responding to comments.



## **2.0 Design Coordination**

The Consultant shall attend coordination meetings with the City and other agencies as required. The Consultant shall prepare exhibits for these meetings when appropriate.

### **2.1 Utility Conflicts**

The Consultant shall review the existing utility information gathered during the Subsurface Utility Engineering (SUE) QL-D task, and using the QL-D level of information evaluate utility identifiable conflicts which may impact the proposed alignment and/or route selection. The Consultant shall evaluate potential utility conflicts and develop a plan to mitigate. The proposed plan will be executed in a future phase of this project.

### **2.2 Land Owner Considerations**

The Consultant shall incorporate land owner considerations based on feedback provided during the course of this agreement. It is anticipated that there will be right of entry coordination with up to five (5) property owners outside of the proposed Williamson County SE Loop right of way.

### **2.3 Permitting**

The Consultant shall identify permits required for the proposed project from local, state, and federal agencies as well as other entities as necessary to secure needed permits for construction. Anticipated permits to be evaluated may consist of, but are not limited to, the following:

- TCEQ Permit to Construct
- TXDOT Utility Permit
- County Utility Permit
- Railroad Utility Coordination
- USACE Section 404 Permit
- Franchise Utility Permits
- Easement Encroachment Permits

### **2.4 Adjacent Project Coordination**

The Consultant shall coordinate with the following adjacent projects (by others):

- Williamson County and their Road Bond Team including design engineer(s), for the proposed SE Loop county road improvements
- City of Taylor, for wastewater service and jurisdictional coordination items
- Design Engineers of adjacent City projects, such as South WWTP Influent Lift Station and Megasite Lift Station

## **3.0 Preliminary Design**

The Consultant shall progress the design of the Project and develop milestone submittals for review as defined in the following subsections.

### **3.1 Route Evaluation and Conceptual Design**

- a. Data Review: Review record drawings for facilities within the Project Area, related project documents provided by the City, and existing data pertinent to the Project.
- b. Site Visit: Consultant shall perform one site visit to observe the field conditions and site constraints. Access will be dependent on available Right of Entry.
- c. Route Evaluation: Consultant will perform a route evaluation of the project, including review of up to three (3) alignments for the wastewater interceptor, with the following considerations:
  - i. Alignment length and depth
  - ii. Easements, Property impacts and utilization of existing Williamson County right-of-way
  - iii. Connection with South WWTP Influent LS and Megasite LS.
  - iv. Accessibility for operation and maintenance
  - v. Permitting and stakeholder coordination
  - vi. Identified constraints from Subsurface Utility Engineering (SUE) and Environmental tasks
  - vii. Constraints identified during site visit
  - viii. Constructability and construction type (open cut vs. trenchless)
  - ix. Opinion of Probable Construction Cost (OPCC).
- d. Capacity Review: Coordinate with City team for near-term and ultimate wastewater flow estimates and projections for confirmation of pipe capacity. Flow projections will be provided by the City and evaluated by the Consultant to confirm design requirements of project.
- e. Exhibits: Consultant will develop exhibits for the Route Evaluation, identifying relevant GIS reference layers as provided and available, existing data from adjacent projects provided by others, and constraints identified during the Route Evaluation task, and showing the proposed wastewater alignments.
- f. Funding Evaluation: Consultant will review opportunities for State (Texas Water Development Board) and Federal (Environmental Protection Agency) funding and develop a summary of applicable funding options for the project.
- g. Develop Opinion of Probable Construction Cost for each alignment (Class 4 Estimate per the Association for the Advancement of Cost Engineers (AACE)).
- h. Draft Route Evaluation Report: Consultant shall develop a draft report to document the route evaluation, pipeline design considerations, and identify a recommendation of preferred alignment. Draft Deliverable will include one (1) electronic copy.
- i. QA/QC: Consultant will perform a quality control review of the route evaluation, report, and OPCC prior to submitting to the City.
- j. Final Route Evaluation Report: Following comments from City team, Consultant shall make associated revisions to draft Route Evaluation Report, and submit Final Route Evaluation Report. Final Deliverable will include three (3) hard copies, and one (1) PDF electronic copy.

### **3.2 30% Design**

The 30% design will be for the purpose of coordinating the proposed improvements with the City and adjacent entities, developing a more detailed OPCC, and preliminary identification of required easement needs anticipated for the construction of the project. Utilizing the route selected in Task 3.1, Consultant shall develop the following 30% design documents:

- a. 30% design drawings, based on desktop information, files received from other projects in the area, and GIS-level data. The following will be incorporated in the 30% submittal documents:
  - Cover Sheet (1 Sheet)
  - Location Plan, Legend, and General Notes (2 Sheets)
  - Plan and profile sheets at a scale of 1"=30' (35 Sheets)
    - Identify horizontal and vertical alignment, with offsets from known existing and future features
    - Develop the layout of manhole locations and stubouts. Stubout locations will be based on coordination with City for service and sizing needs.
    - Identify permanent and temporary easement needs
    - Call out and estimate quantities for surface restoration
    - Identify environmental constraints, including mitigation strategy
    - Identify trenchless segments. Any trenchless segments are anticipated to be constructed by boring of a steel encasement pipe, based on standard specifications and details
- b. Develop summary tables for pay quantities, including Opinion of Probable Construction Cost (OPCC). The 30% OPCC shall be a Class 3 Estimate per the Association for the Advancement of Cost Engineers (AACE).
- c. QA/QC: Consultant will perform a quality control review of the 30% design documents prior to submitting to the City.
- d. 30% design submittal: Submit 30% Design Deliverable. Final Deliverable will include three (3) hard copies, and one (1) PDF electronic copy.

#### **4.0 Environmental Services**

Consultant shall conduct desktop studies, perform a site visit of potential alignments, and prepare an overview of environmental findings, constraints, and important features for consideration in alignment selection to be included as part of the Route Study report. Report shall consist of identification of potential Waters of the U.S., Threatened and Endangered Species Habitat assessment, assessment of known hazardous material occurrences, determine the project's potential for impacting significant archeological and/or historical resources and, if necessary, deliver a desktop cultural review letter for coordination with Texas Historical Commission (THC).

#### **5.0 Subsurface Utility Engineering (SUE) – Quality Level D**

Consultant shall perform Quality Level D Subsurface Utility Engineering in conformance with the ASCE/UESI/CI 38-22 "Standard Guideline for Investigating and Documenting Existing Utilities" for the proposed project area. Tasks include contacting applicable "one call" agency to acquire records from available utility owners including local municipalities, perform in-field visual site reconnaissance to compare utility record information with actual field conditions, interview available utility owners for needed clarification of discrepancies, and develop an AutoCAD file depicting the identified utilities.

#### **6.0 Additional Services**

It is anticipated that certain additional work may be necessary to complete the design of the Project. The items included in this scope of work to be performed by the Consultant on as needed basis when authorized by the City in writing and will be compensated by the City on a time and materials basis up to

the not-to-exceed amount for additional work established in the IPO. The anticipated items of Additional Work may include topics listed in this section.

## **6.1 Right of Entry Services**

Consultant shall perform the following Pre-Acquisition Services/Right of Entry, on a per-parcel basis for up to five (5) different property owners.:

- Confirm ownership and determine accurate contact information for affected owners
- Set up files with tax card information
- Prepare Right of Entry packets to include Landowner Bill of Rights, maps, and ROE authorization form to be executed.
- Initiate and facilitate landowner meetings to obtain Right of Entry.
- Upload Right of Entry executed documents to central location for access by City, its agents and employees.

## **7.0 Future Work**

The following items are not included in this scope of work. It is anticipated the Consultant agreement will be amended to include design, bidding and construction phase services. During the design, bidding and construction phase, the Consultant may be requested to perform the following services that are not included in this scope of work:

### **7.1 Design Services**

During the design phase of the Project, the Consultant will accomplish the following:

- Develop 60%, 90%, and Issued for Bid Documents
- Permitting, as determined in 30% design.
- Special Services, such as topographic survey, development of metes and bounds documents, SUE, geotechnical engineering, additional environmental evaluation as needed, and easement negotiations.
- Right of Way/Easement acquisition support services

### **7.2 Bidding Services**

During the bidding phase of the Project, the Consultant will accomplish the following:

- Prepare and submit Advertisement for Bids to newspaper(s) for publication as directed by the City. City will pay all advertising and related costs, which are outside of this contract.
- Dispense construction contract documents to prospective bidders utilizing BidNet Direct.
- Support the contract documents by preparing addenda as appropriate.
- Participate in one (1) pre-bid meeting.
- Attend one (1) bid opening.
- Prepare bid tabulation.
- Evaluate bids and make recommendation of award.

### **7.3 Construction Phase Services**

During the construction phase of work, Consultant will perform the following:

- Attend one (1) preconstruction meeting.
- Provide necessary clarifications (respond to RFIs) regarding the construction contract documents.
- Attend progress/coordination meetings with the Owner/Contractor.
- Evaluate and respond to construction material submittals and shop drawings.
- Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the Owner regarding payment.
- Prepare and furnish record drawings based on working drawings provided by the construction contractor.
- Prepare plan revisions as needed to assist with change orders for changes in the work from that originally provided for in the construction contract documents.
- Participate in final Project walk through, prepare punch list, review final Project closing documents, and submit final pay request.

## **8.0 Assumptions**

- Property acquisition and negotiations will be completed as part of a future phase.
- Title commitments, if needed, will be provided by the City.
- The City has immediate access to Williamson County SE Loop Right of Way, as identified in the attached exhibit.
- The City will assist in contacting County representatives, design engineers developing designs for adjacent projects, and providing contact history with potentially impacted property owners.
- Current and ultimate design wastewater flow projections will be provided by the City for purpose of design sizing.



# ATTACHMENT B

## City of Hutto SE Loop Wastewater Interceptor

### FEE SUMMARY

| Task Description                                                        | CP&Y Cost            | Subconsultant Cost -<br>Right of Way Agent<br>(7Arrows) | Subconsultant Cost -<br>Archeology<br>(Horizon) | Total Cost           |
|-------------------------------------------------------------------------|----------------------|---------------------------------------------------------|-------------------------------------------------|----------------------|
| <b>PROJECT MANAGEMENT SERVICES</b>                                      |                      |                                                         |                                                 |                      |
| 1.0 Project Management                                                  | \$ 15,827.00         | \$ -                                                    | \$ -                                            | \$ 15,827.00         |
| <b>DESIGN PHASE SERVICES</b>                                            |                      |                                                         |                                                 |                      |
| 2.0 Design Coordination                                                 | \$ 33,718.00         | \$ -                                                    | \$ -                                            | \$ 33,718.00         |
| 3.0 Preliminary Design                                                  | \$ 237,242.00        | \$ -                                                    | \$ -                                            | \$ 237,242.00        |
| EXPENSES                                                                | \$ 603.00            | \$ -                                                    | \$ -                                            | \$ 603.00            |
| SUB-TOTAL BASIC ENGINEERING SERVICES                                    | \$ 287,390.00        | \$ -                                                    | \$ -                                            | \$ 287,390.00        |
| <b>SPECIAL SERVICES</b>                                                 |                      |                                                         |                                                 |                      |
| 4.0 Environmental Services                                              | \$ 11,284.00         | \$ -                                                    | \$ 1,500.00                                     | \$ 12,784.00         |
| 5.0 Subsurface Utility Engineering (SUE)                                | \$ 9,362.00          | \$ -                                                    | \$ -                                            | \$ 9,362.00          |
| SUB-TOTAL SPECIAL SERVICES                                              | \$ 20,646.00         | \$ -                                                    | \$ 1,500.00                                     | \$ 22,146.00         |
| <b>TOTAL (BASIC SERVICES &amp; SPECIAL SERVICES)</b>                    | <b>\$ 308,036.00</b> | <b>\$ -</b>                                             | <b>\$ 1,500.00</b>                              | <b>\$ 309,536.00</b> |
| <b>6.0 ADDITIONAL SERVICES (IF REQUIRED)</b>                            |                      |                                                         |                                                 |                      |
| 6.1 Right of Entry Services                                             | \$ 1,680.00          | \$ 6,500.00                                             | \$ -                                            | \$ 8,180.00          |
| SUB-TOTAL ADDITIONAL SERVICES                                           | \$ 1,680.00          | \$ 6,500.00                                             | \$ -                                            | \$ 8,180.00          |
| <b>GRAND TOTAL (BASIC, SPECIAL &amp; ADDITIONAL SERVICES, EXPENSES)</b> | <b>\$ 309,716.00</b> | <b>\$ 6,500.00</b>                                      | <b>\$ 1,500.00</b>                              | <b>\$ 317,716.00</b> |

**City of Hutto**  
**SE Loop Wastewater Interceptor**

**Fee Breakdown - CP&Y Basic Services**

| Project Phase                      | Task Description                                | Principal | QC Reviewer | Senior Engineer | Project Manager | Project Engineer | EIT      | Senior Technician | CAD Technician | Admin   | Total Labor Hours | Total Direct Labor Costs | Total Cost by Phase |
|------------------------------------|-------------------------------------------------|-----------|-------------|-----------------|-----------------|------------------|----------|-------------------|----------------|---------|-------------------|--------------------------|---------------------|
|                                    |                                                 | \$225.00  | \$200.00    | \$195.00        | \$185.00        | \$155.00         | \$125.00 | \$125.00          | \$110.00       | \$66.00 |                   |                          |                     |
| <b>PROJECT MANAGEMENT SERVICES</b> |                                                 |           |             |                 |                 |                  |          |                   |                |         |                   |                          |                     |
| 1.0                                | Project Management                              |           |             |                 |                 |                  |          |                   |                |         |                   |                          | \$ 15,827.00        |
| 1.1                                | Project Schedule                                |           |             |                 | 4               |                  |          |                   |                |         | 4                 | \$ 740.00                |                     |
| 1.2                                | Meetings (7)                                    | 2         |             | 7               | 7               | 14               | 21       |                   |                |         | 51                | \$ 7,905.00              |                     |
| 1.3                                | Programmatic Reporting/Bi-Weekly Status Updates | 2         |             |                 | 12              | 24               |          |                   |                | 12      | 50                | \$ 7,182.00              |                     |
| <b>DESIGN PHASE SERVICES</b>       |                                                 |           |             |                 |                 |                  |          |                   |                |         |                   |                          |                     |
| 2.0                                | Design Coordination                             |           |             |                 |                 |                  |          |                   |                |         |                   |                          | \$ 33,718.00        |
| 2.1                                | Utility Conflict Evaluation                     |           |             | 8               | 4               | 8                | 16       | 2                 | 8              |         | 46                | \$ 6,670.00              |                     |
| 2.2                                | Land Owner Considerations                       |           |             | 4               | 2               | 4                | 8        |                   |                |         | 18                | \$ 2,770.00              |                     |
| 2.3                                | Permitting                                      |           |             | 8               | 4               | 12               | 16       |                   |                | 8       | 48                | \$ 6,688.00              |                     |
| 2.4                                | Adjacent Project Coordination                   |           |             | 20              | 16              | 24               | 40       | 2                 | 16             |         | 118               | \$ 17,590.00             |                     |
| 3.0                                | Preliminary Design                              |           |             |                 |                 |                  |          |                   |                |         |                   |                          | \$ 237,242.00       |
| 3.1                                | Route Evaluation and Conceptual Design          |           |             |                 |                 |                  |          |                   |                |         |                   |                          |                     |
| a.                                 | Data Review                                     |           |             | 8               | 4               | 8                | 16       |                   | 4              |         | 40                | \$ 5,980.00              |                     |
| b.                                 | Site Visit                                      |           |             | 8               | 8               | 8                | 8        |                   |                |         | 32                | \$ 5,280.00              |                     |
| c.                                 | Route Evaluation                                |           |             | 40              | 16              | 48               | 60       |                   | 16             |         | 180               | \$ 27,460.00             |                     |
| d.                                 | Capacity Review                                 |           |             | 4               | 2               | 8                | 16       |                   |                |         | 30                | \$ 4,390.00              |                     |
| e.                                 | Exhibit Development                             |           |             | 16              | 8               | 24               | 40       | 16                | 60             |         | 164               | \$ 21,920.00             |                     |
| f.                                 | Funding Evaluation                              |           |             | 2               | 4               | 4                | 8        | 24                |                |         | 42                | \$ 5,750.00              |                     |
| g.                                 | Develop OPCCs                                   |           |             | 16              | 4               | 20               | 32       |                   |                |         | 72                | \$ 10,960.00             |                     |
| h.                                 | Draft Route Evaluation Report                   |           |             | 24              | 8               | 40               | 60       |                   | 8              | 8       | 148               | \$ 21,268.00             |                     |
| i.                                 | QA/QC                                           |           | 16          | 4               | 4               | 4                | 8        | 2                 | 8              |         | 46                | \$ 7,470.00              |                     |
| j.                                 | Final Route Evaluation Report                   |           |             | 8               | 4               | 16               | 20       |                   | 4              | 4       | 56                | \$ 7,984.00              |                     |
| 3.2.                               | 30% Design                                      |           |             |                 |                 |                  |          |                   |                |         |                   |                          |                     |
| a.                                 | 30% Design Drawings                             |           |             |                 |                 |                  |          |                   |                |         |                   |                          |                     |
|                                    | Cover Sheet                                     |           |             | 1               |                 |                  | 2        |                   | 4              |         | 7                 | \$ 885.00                |                     |
|                                    | Location Plan, Legend, General Notes            |           |             | 2               |                 | 2                | 2        |                   | 8              |         | 14                | \$ 1,830.00              |                     |
|                                    | Plan and Profile Sheets (35 Sheets)             |           |             | 70              | 35              | 140              | 210      |                   | 280            |         | 735               | \$ 98,875.00             |                     |
| b.                                 | OPCC                                            |           |             | 8               | 4               | 16               | 24       |                   | 8              |         | 60                | \$ 8,660.00              |                     |
| c.                                 | 30% QA/QC                                       |           | 16          | 4               | 4               | 4                | 8        | 2                 | 8              |         | 46                | \$ 7,470.00              |                     |
| d.                                 | 30% Design Submittal                            |           |             |                 | 2               |                  | 2        |                   | 4              |         | 8                 | \$ 1,060.00              |                     |
|                                    |                                                 |           |             |                 |                 |                  |          |                   |                |         |                   |                          |                     |
|                                    |                                                 |           |             |                 |                 |                  |          |                   |                |         | 2,015             | \$ 286,787.00            | \$ 286,787.00       |

**City of Hutto  
SE Loop Wastewater Interceptor**

**Fee Breakdown - Special Services**

| Project Phase           | Task Description                            | Principal | QC Reviewer | Senior Engineer | Project Manager | Project Engineer | EIT      | Senior Technician | CAD Technician | Admin   | Senior Biologist | Field Biologist | 2-Man SUE Crew | Total Labor Hours | Total CP&Y Direct Labor Costs | Sub/ Special Service Cost | Total Cost by Phase |
|-------------------------|---------------------------------------------|-----------|-------------|-----------------|-----------------|------------------|----------|-------------------|----------------|---------|------------------|-----------------|----------------|-------------------|-------------------------------|---------------------------|---------------------|
|                         |                                             | \$225.00  | \$200.00    | \$195.00        | \$185.00        | \$155.00         | \$125.00 | \$125.00          | \$110.00       | \$66.00 | \$170.00         | \$95.00         | \$185.00       |                   |                               |                           |                     |
| <b>Special Services</b> |                                             |           |             |                 |                 |                  |          |                   |                |         |                  |                 |                |                   |                               |                           |                     |
| <b>4.0</b>              | <b>Environmental Services</b>               |           |             |                 |                 |                  |          |                   |                |         |                  |                 |                |                   |                               |                           | <b>\$ 12,784.00</b> |
| 4.1                     | Desktop Review                              |           |             |                 | 2               |                  |          |                   | 16             |         | 12               | 16              |                | 46                | \$ 5,690.00                   | \$0                       |                     |
| 4.2                     | Environmental Constraints Summary           |           | 1           |                 | 2               |                  |          |                   | 4              |         | 8                | 24              |                | 39                | \$ 4,650.00                   | \$0                       |                     |
| 4.3                     | Cultural Desktop Review                     |           |             |                 |                 |                  |          |                   |                | 4       | 4                |                 |                | 8                 | \$ 944.00                     | \$1,500 <sup>1</sup>      |                     |
| <b>5.0</b>              | <b>Subsurface Utility Engineering (SUE)</b> |           |             |                 |                 |                  |          |                   |                |         |                  |                 |                |                   |                               |                           | <b>\$ 9,362.00</b>  |
| 1.                      | Utility Mapping (QL-D)                      |           | 2           |                 | 2               |                  | 4        | 24                | 36             | 2       |                  |                 |                | 70                | \$ 8,362.00                   | \$ -                      |                     |
| 2.                      | Site Visit                                  |           |             |                 |                 |                  |          | 8                 |                |         |                  |                 |                | 8                 | \$ 1,000.00                   | \$ -                      |                     |
|                         |                                             |           |             |                 |                 |                  |          |                   |                |         |                  |                 |                |                   |                               |                           |                     |
|                         |                                             |           |             |                 |                 |                  |          |                   |                |         |                  |                 |                | <b>171</b>        | <b>\$ 20,646.00</b>           | <b>\$1,500</b>            | <b>\$ 22,146.00</b> |

<sup>1</sup> Horizon Environmental Services, Inc.

**City of Hutto**  
**SE Loop Wastewater Interceptor**

**Fee Breakdown - Additional Services**

| Project Phase | Task Description                        | Principal<br>\$225.00 | QC<br>Reviewer<br>\$200.00 | Senior<br>Engineer<br>\$195.00 | Project<br>Manager<br>\$185.00 | Project<br>Engineer<br>\$155.00 | EIT<br>\$125.00 | Senior<br>Technician<br>\$125.00 | CAD<br>Technician<br>\$110.00 | Admin<br>\$66.00 | Total Labor<br>Hours | Total CP&Y<br>Direct Labor<br>Costs | Sub/ Special<br>Service Cost | Total Cost by Phase |
|---------------|-----------------------------------------|-----------------------|----------------------------|--------------------------------|--------------------------------|---------------------------------|-----------------|----------------------------------|-------------------------------|------------------|----------------------|-------------------------------------|------------------------------|---------------------|
| <b>6.0</b>    | <b>Additional Services</b>              |                       |                            |                                |                                |                                 |                 |                                  |                               |                  |                      |                                     |                              |                     |
| <b>6.1</b>    | <b>Right of Entry Services</b>          |                       |                            |                                |                                |                                 |                 |                                  |                               |                  |                      |                                     |                              | <b>\$ 8,180.00</b>  |
|               | Obtain Right of Entry (up to 5 parcels) |                       |                            |                                | 4                              |                                 | 4               |                                  | 4                             |                  | 12                   | \$ 1,680.00                         | \$ 6,500.00 <sup>1</sup>     |                     |
|               |                                         |                       |                            |                                |                                |                                 |                 |                                  |                               |                  | 12                   | \$ 1,680.00                         | \$ 6,500.00                  | \$ 8,180.00         |

<sup>1</sup> 7Arrows Land Staff

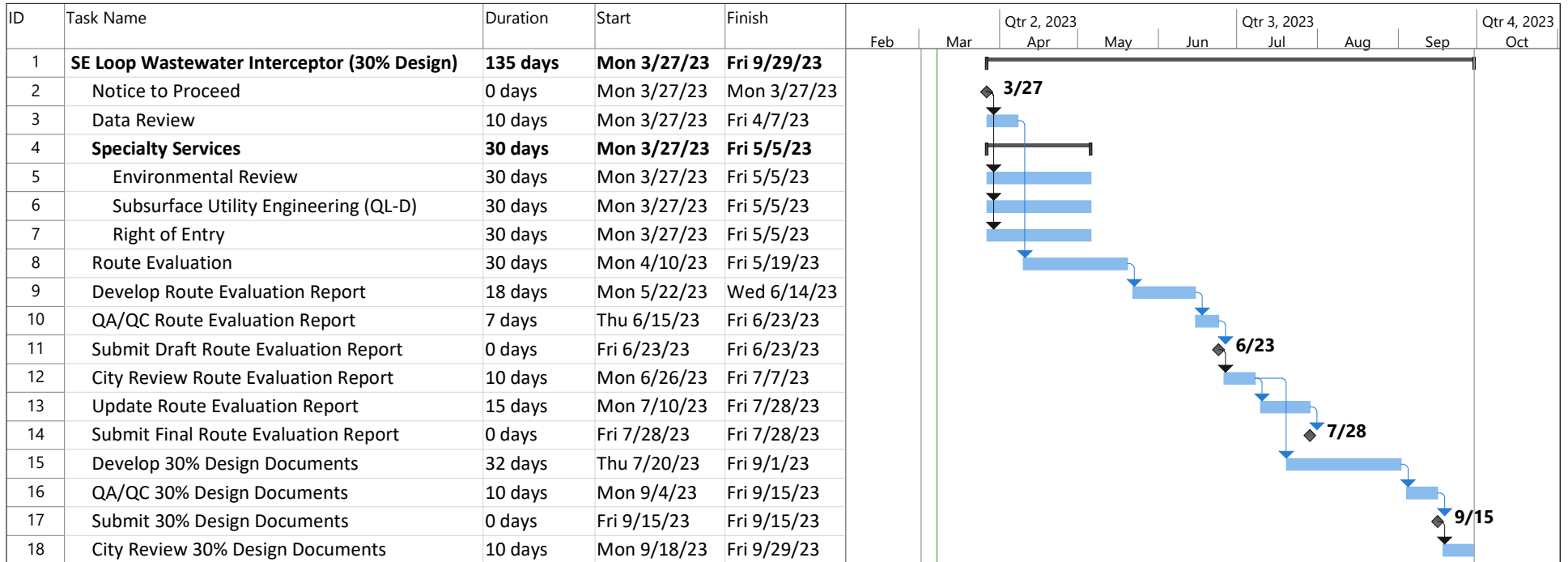
**City of Hutto**  
**SE Loop Wastewater Interceptor**

**Expenses**

| <b>Expense Item</b>           | <b>Unit</b> | <b>Unit Cost</b> | <b>Amount</b> | <b>Total Cost</b> |
|-------------------------------|-------------|------------------|---------------|-------------------|
| 8 1/2" X 11" B/W Paper Copies | sheet       | \$ 0.10          | 150           | \$ 15.00          |
| 11" X 17" B/W Paper Copies    | sheet       | \$ 0.15          | 100           | \$ 15.00          |
| Express Mail / Courier        | each        | \$ 15.00         | 1             | \$ 15.00          |
| Mileage                       | mile        | \$ 0.58          | 100           | \$ 58.00          |
| Title Reports                 | each        | \$ 250.00        | 0             | \$ -              |
| GPS Rental                    | day         | \$ 80.00         | 0             | \$ -              |
| HazMat Database Search        | each        | \$ 500.00        | 1             | \$ 500.00         |
|                               |             |                  |               |                   |
| <b>TOTAL DIRECT EXPENSES</b>  |             |                  |               | <b>\$ 603.00</b>  |



# ATTACHMENT C



|                                                     |                 |  |                    |  |                       |  |                    |  |
|-----------------------------------------------------|-----------------|--|--------------------|--|-----------------------|--|--------------------|--|
| Project: SE Loop WW Interceptor<br>Date: Wed 3/8/23 | Task            |  | Inactive Task      |  | Manual Summary Rollup |  | External Milestone |  |
|                                                     | Split           |  | Inactive Milestone |  | Manual Summary        |  | Deadline           |  |
|                                                     | Milestone       |  | Inactive Summary   |  | Start-only            |  | Progress           |  |
|                                                     | Summary         |  | Manual Task        |  | Finish-only           |  | Manual Progress    |  |
|                                                     | Project Summary |  | Duration-only      |  | External Tasks        |  |                    |  |

# ATTACHMENT D

## House Bill 89 Verification Form

### Prohibition on Contracts with Companies Boycotting Israel

The 85<sup>th</sup> Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

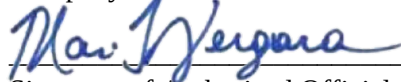
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I, (authorized official) Marisa Treviño Vergara, PE, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

CP&Y, Inc. dba STV Infrastructure

Company Name



Signature of Authorized Official

Marisa Treviño Vergara, PE  
Senior Vice President

Title of Authorized Official

2/27/2023

Date

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

CP&Y, Inc. dba STV Infrastructure  
Dallas, TX United States

Certificate Number:  
2023-989037

Date Filed:  
02/28/2023

Date Acknowledged:

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

City of Hutto

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

SE Loop Wastewater Interceptor  
Professional Engineering

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest<br>(check applicable) |              |
|---|--------------------------|------------------------------------------|------------------------------------------|--------------|
|   |                          |                                          | Controlling                              | Intermediary |
|   | Kohler, Chuck            | New York City, NY United States          | X                                        |              |
|   | Kelly , Greg             | New York City, NY United States          | X                                        |              |
|   | Roohms, J.J.             | Dallas, TX United States                 | X                                        |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |

5 Check only if there is NO Interested Party. ☐

### 6 UNSWORN DECLARATION

My name is Marisa Vergara, and my date of birth is 6/22/1973.

My address is 12500 San Pedro Avenue Ste 450, San Antonio, TX, 78216, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Bexar County, State of Texas, on the 28th day of February, 2023.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)

**RESOLUTION NO. R-2023-\_\_**

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING INDIVIDUAL PROJECT ORDER 2023-06 TO THE MASTER SERVICES AGREEMENT BETWEEN THE CITY OF HUTTO AND CP&Y, INC., FOR CONTINUING PROFESSIONAL SERVICES TO PERFORM PRELIMINARY ENGINEERING FOR THE SOUTHEAST LOOP WASTEWATER INTERCEPTOR IN THE AMOUNT OF \$317,716.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE INDIVIDUAL PROJECT ORDER; PROVIDING PROPER NOTICE & MEETING, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Hutto, Texas (“City”) entered into a Master Services Agreement with CP&Y, Inc., executed on July 15, 2021 (“Master Agreement”); and

**WHEREAS**, Individual Project Order 2023-06 (“IPO 2023-06”), to the Master Agreement provides that CP&Y, Inc., will provide professional services to perform preliminary engineering design for the Southeast Loop Wastewater Interceptor, a future wastewater capital improvement project comprised of a wastewater line from the South Wastewater Treatment Plan to the South East Loop Lift Station, in the amount of \$317,716.00; and

**WHEREAS**, the City Council desires to authorize the City Manager to execute IPO 2023-06, a copy of which is attached as Exhibit A and incorporated by reference.

**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 IPO 2023-06, a copy of which is attached as Exhibit A and incorporated by reference, for the amount of \$317,716.00.

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

**Section 4.** This Resolution shall take effect immediately upon its passage.

**RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mike Snyder, Mayor

**ATTEST:**

\_\_\_\_\_  
Angela Lewis, City Secretary



# AGENDA ITEM REPORT

## 15.2.



**To:** City Council  
**Subject:** Discussion and possible action to execute Individual Project Order (IPO) 2023-06 for professional services with CPY, Inc. to perform preliminary engineering design for the Southeast Loop Wastewater Interceptor, a future Wastewater (WW) Capital Improvement Project (WW11) in the amount of \$317,716. (Matt Rector)  
**Meeting:** Thursday, March 23, 2023  
**Department:** Engineering /  
**Staff Contact:** Matt Rector

### BACKGROUND INFORMATION:

The Master Services Agreement with CPY was executed on July 15, 2021. CPY has demonstrated Garver developed and submitted the Wastewater Master Plan (WWMP) in December 2022. CP&Y was the selected as the design firm based on their extensive knowledge and extensive experience designing large interceptor lines.

CP&Y will perform the preliminary engineering design (30%) for a 36" to 54" diameter, approximately 23,000 feet long wastewater line from the South Wastewater Treatment Plant (WWTP) to the SE Loop Lift Station (LS). This purpose of this project is to provide wastewater service to the Megasite Project area, adjacent development and future developments north of US 79 and along the SE Loop Road. The tentative alignment is shown on the project map. Funding for this project was initially scheduled for FY25; however, due to anticipated development the SE quadrant of the City, preliminary design has been expedited.

The scope of services includes:

1. Project management
2. Initial design efforts including identifying utility conflicts, easement requirements, permitting requirements, and coordination with adjacent projects.
3. Route evaluations and conceptual design
4. Environmental investigation
4. 30% design drawings including cost estimates.Plans and specifications.
5. Right-of-entry services, as needed.

Deliverables include the following:

1. 30% Design Drawings
2. Opinions of Probable Construction Costs (OPCCs)

The notice to proceed (NTP) will be issued following Council approval. Preliminary design is

# AGENDA ITEM REPORT

## 15.2.



expected to be completed in late September 2023. Final design would tentatively commence in October 2023.

### **SUMMARY OF REQUEST:**

Authorize the City Manager to execute IPO 2023-06 for professional services with CPY, Inc. to perform preliminary engineering design for the Southeast Loop Wastewater Interceptor, a future Wastewater (WW) Capital Improvement Project in the amount of \$317,716.00.

### **STAFF REVIEW:**

Staff recommends execution of CPY IPO 2023-06.

This agreement has been reviewed for compliance with required state law certifications, including disclosure of interested parties (HB 1295), verification of no terrorist organizations (SB 252), and verification of no boycott of Israel (HB 89) and no discrimination against energy or firearm entities (SB 13 and SB 19).

### **FISCAL NOTES:**

This project is included in the CIP plan and will be funded by 2022 \$51.6M CO Bonds.

### **ATTACHMENTS:**

1. Resolution Approving CPY Inc IPO 2023-06
2. 20230308-CPY IPO 2023-06-SE Loop WW Interceptor 30-PARTIALLY EXECUTED
3. HB 1295 and No Boycott Provisions-CPY Inc



ADDENDUM TO TASK ORDER #IPO 2023-06

By my signature below, I hereby certify and verify that the Master Services Agreement for CP&Y, Inc., Paragraph 19. Miscellaneous Provisions, (i) HB 1295 COMPLIANCE AND NO BOYCOTT PROVISIONS, have been complied with and that the HB 1295 Form is on file with the City Secretary and that I will Not Boycott Israel, Energy Companies or Firearm Entities or Trade Associations.

CONSULTANT: CP&Y, Inc. (dba STV Infrastructure)

By:

A handwritten signature in blue ink, reading "Marisa Vergara", is written over a horizontal line.

Name: Marisa Vergara, PE  
Title: Senior Vice President

# AGENDA ITEM REPORT

13.2.



**To:** City Council  
**Subject:** Consideration and possible action on Resolution No. R-2023-255 authorizing the City Manager to execute an Individual Project Order (IPO) with K Friese and Associates in the amount of \$877,032.06 for the Exchange BLVD project (Matt Rector)  
**Meeting:** Thursday, October 12, 2023  
**Department:** Engineering /  
**Staff Contact:** Matt Rector

## BACKGROUND INFORMATION:

On September 7, 2023 the City Council approved Resolution no. R-2023-191 regarding Rotation List for Transportation and Drainage Engineering professional services with five consulting firms as a mechanism for Construction Related Professional Services (engineering/architecture) where the City hires multiple firms based on demonstrated competence and qualifications to perform a general scope of services and makes individual assignments on a rotating basis.

Firms have been assigned projects in the order that they were selected. So, the first contract is assigned to the first consultant, followed by the next and repeats after the last consultant assignment. The cycle then repeats. If a firm is unable or unwilling to execute a project, the next firm in line will then be used. This initial contract would be good for FY 2024. However, there are two one-year extensions possible for each of these firms.

The scope of work includes design, bid, and construction phase services for the Exchange Blvd Improvements project extending from US 79 to Holland St. The Engineer's scope of services includes project management, field surveying, preliminary engineering, traffic analysis, environmental services, utility coordination, TxDOT coordination, plans, specifications, and estimate preparation bid phase services, construction phase services, and project closeout services.

The purpose of this item is to award an Individual Project Order (IPO) to K Friese and Associates as an approved consultant of the City's selected firms on the Transportation and Drainage rotation list.

## SUMMARY OF REQUEST:

Approval of resolution as presented

## STAFF REVIEW:

Staff recommends approval

# AGENDA ITEM REPORT

13.2.



## FISCAL NOTES:

This project is being funded by the 2022 General Obligation Bonds (12-040-060-6721). The budget for this project in FY 2024 is \$1,100,000 and has no encumbrances to date. There are two other IPO's for this project on tonight's agenda. If all three are approved tonight, there will be \$70,028 of the remaining available budget.

## ATTACHMENTS:

1. Exchange\_Boulevard\_Project
2. 20231004 KFA Resolution for Exchange Blvd



# Exchange Boulevard Project





**RESOLUTION NO. R-2023-255**

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,  
APPROVING A TASK ORDER BETWEEN K FRIESE AND  
ASSOCIATES AND THE CITY OF HUTTO IN THE  
AMOUNT OF \$877,032.06 FOR THE EXCHANGE BLVD  
IMPROVEMENT PROJECT; AUTHORIZING THE CITY  
MANAGER TO EXECUTE THE TASK ORDER;  
PROVIDING PROPER NOTICE & MEETING, AND  
PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Hutto, Texas (“City”) selected K Friese and Associates to be included as part of the Transportation and Drainage rotation list; and

**WHEREAS**, the City Council desires to execute a task order with K Friese and Associates in the amount of \$877,032.06 for services related to the Exchange Blvd. Improvement Project; and

**WHEREAS**, the City Council desires to authorize the City Manager to execute a task order with K Friese and Associates in the form included in the contract documents and approved by the City Attorney, for the contract price, and within the contract time in accordance with other terms and conditions of the contract documents agreed to by K Friese and Associates; and

**WHEREAS**, the City Council authorizes the City Manager to execute any change orders to the contract that are less than \$50,000.00.

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

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

**Section 2:** That the Hutto City Council hereby approves and authorizes the City Manager to execute the Task Order, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

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

**Section 4.** This Resolution shall take effect immediately upon its passage.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 12th day of October 2023 on vote of \_\_AYES; \_\_NAYS; \_\_ABSTENTIONS.

**THE CITY OF HUTTO, TEXAS**

\_\_\_\_\_  
Mike Snyder, Mayor

**ATTEST:**

\_\_\_\_\_  
Angela Lewis, City Secretary



## TASK ORDER #23-005A-002

### Proposed TRANSPORTATION ROTATION LIST

---

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

1. Background Data
  - a. Effective Date of Task Order #23-005A-002: September 25, 2023
  - b. Owner: City of Hutto
  - c. Vendor: **K FRIESE + ASSOCIATES, INC.**

Specific Project (title): Exchange Blvd from US 79 to Holland St

- 1) Scope of services for **K FRIESE + ASSOCIATES, INC.** will include the following services (Refer to Attached A for Full Services Detail):
  - a. Roadway Design Services
  - b. Survey and ROW Mapping Services
  - c. Geotechnical and Pavement Services from Rock Engineering. Only NTE included, as the Scope and Fee to be determined and finalized by the City of Hutto
  - d. Subsurface Utility Services from CobbFendley. Only NTE included, as the Scope and Fee to be determined and finalized by the City of Hutto

2. Fee: NTE \$1,029,972.06 (Refer to Attached B for Fee Schedule)

3. Deadline: This form is to be signed along with any supplementary materials and must be submitted to Matt Rector, City Engineer via email by **9-25-23** at 5PM CST.

Point of Contact  
Matt Rector  
City Engineer  
[Matt.Rector@HuttoTX.gov](mailto:Matt.Rector@HuttoTX.gov)  
512-759-4025

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

Vendor agrees to provide the services within this Task Order and Vendor is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order {#23-005A-002} is September 25, 2023.

OWNER:

CONSULTANT:

By:

By:

Print Name:

Print Name:

Title: \_\_\_\_\_ Title: \_\_\_\_\_





## **Attachment A – Scope of Services**

**Project No: T15**

**Exchange Blvd from US 79 to Holland St**

|      |                                                                      |    |
|------|----------------------------------------------------------------------|----|
| 1.0  | Project Description .....                                            | 3  |
| 2.0  | Project Schedule .....                                               | 3  |
| 3.0  | Project Management .....                                             | 4  |
| 3.1  | Key Personnel and Overall Project Management .....                   | 4  |
| 3.2  | Meetings .....                                                       | 4  |
| 3.3  | Programmatic Reporting .....                                         | 4  |
| 3.4  | Communication .....                                                  | 4  |
| 4.0  | Surveys .....                                                        | 4  |
| 4.1  | Project Control and Right of Entry Coordination .....                | 4  |
| 4.2  | Topographic Survey .....                                             | 5  |
| 4.3  | Tree Survey .....                                                    | 5  |
| 4.4  | Parcel Exhibits .....                                                | 5  |
| 4.5  | Survey Deliverables .....                                            | 5  |
| 5.0  | Geotechnical Analysis .....                                          | 6  |
| 6.0  | Environmental Services .....                                         | 6  |
| 7.0  | SUE and Utility Coordination .....                                   | 6  |
| 8.0  | Permitting .....                                                     | 6  |
| 8.1  | Agency Permitting .....                                              | 6  |
| 9.0  | Public Involvement .....                                             | 6  |
| 9.1  | Conceptual Design .....                                              | 6  |
| 9.2  | 30% Preliminary Design .....                                         | 7  |
| 9.3  | 60% / 90% / 100% Plans Specifications & Estimate (PS&E) Design ..... | 7  |
| 10.0 | Additional Professional Services .....                               | 10 |
| 11.0 | Bidding Services .....                                               | 10 |
| 12.0 | Construction Phase Services .....                                    | 11 |

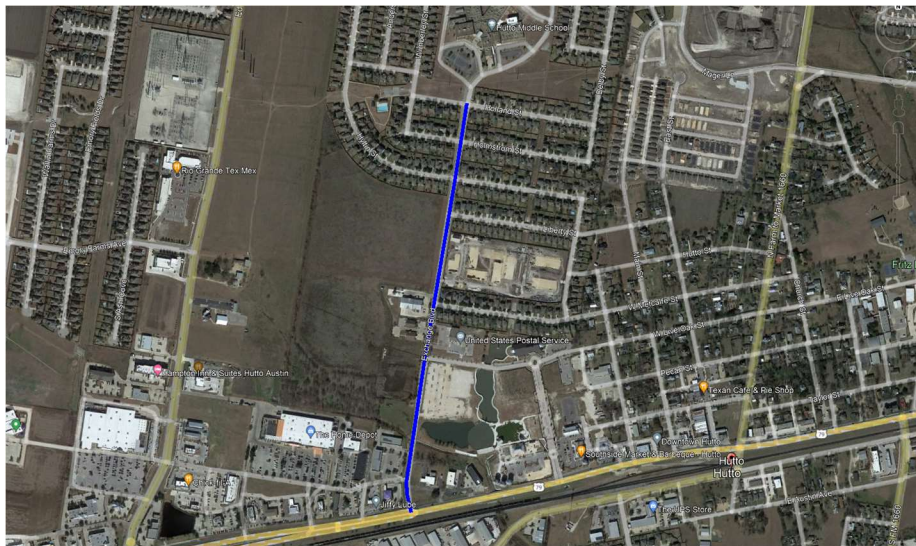
## 1.0 Project Description

This scope of services includes design services for the approximate 0.6-mile Exchange Blvd (from US 79 to Holland Street), which shall include the following design elements:

- Curb and gutter roadway with sidewalks.
- No set Typical Section desired by the City. The existing pavement width is wider than a standard 2-lane roadway.
- Intersection improvements at Live Oak St.
- Underground storm sewer and culvert crossing according to City of Round Rock Drainage Criteria Manual (2005).

KFA and the City will conduct a pre-design meeting to confirm and/or refine project improvements and accompanying scope of work, schedule, and fee as needed.

The location of the improvements shall be approximately as depicted below:



**K Friese + Associates (KFA)** shall be responsible for developing all designs necessary to bid and construct the proposed improvements, with support from the following subconsultants:

**McGray & McGray Land Surveyors, Inc. (M&M)** – Surveying, ROW, and Field Notes

## 2.0 Project Schedule

Please refer to Attachment C for the attached Gantt chart with greater detail of the proposed draft schedule. The project schedule will be finalized following a scoping meeting with the City. KFA will also provide monthly updates as the project progresses.

### **3.0 Project Management**

#### **3.1 Key Personnel and Overall Project Management**

KFA Key Personnel below shall follow staff identified in the SOQ. KFA will communicate any changes in proposed personnel and propose an adequate replacement.

- Principal in Charge
- Project Manager, Licensed in the State of Texas
- Engineer of Record licensed in the State of Texas (if different than Project Manager)
- Quality Control Manager

#### **3.2 Meetings**

KFA shall include time and resources to support the following meetings:

- Monthly Progress Meetings (12 virtual)
- Conceptual Design Workshop (1 in person)
- 30% Design Milestone Plan Review Meeting (1 in person)
- 60% Design Milestone Plan Review Meeting (1 in person)
- 90% Design Milestone Plan Review Meeting (1 in person)

#### **3.3 Programmatic Reporting**

KFA shall provide monthly invoices and status reports to the City, accompanied with any schedule updates. If no schedule updates, highlighting no change is acceptable.

#### **3.4 Communication**

All communication shall be between the KFA Project Manager and the City's assigned staff and/or representative(s).

### **4.0 Surveys**

Design Survey & ROW Mapping – McGray & McGray Land Surveyors, Inc. (M&M) will provide topographic survey services of Exchange Blvd from US 79 to Holland Street, approximately 3,450 Linear Feet:

#### **4.1 Project Control and Right of Entry Coordination**

M&M shall establish horizontal & vertical control including a minimum of 6 points within the survey project limits along the existing corridor. The survey control points (5/8" iron rods with aluminum caps set in concrete) will be set in locations that will likely be undisturbed by construction or maintenance. M&M shall establish seven (7) mobile LiDAR targets for use in data acquisition and tie to the project control. The project control will be placed on horizontal and vertical datums [NAD83/2011/NAVD88 values (Texas Coordinate System, Central Zone)]. All coordinates will be

adjusted to surface by multiplying by a surface adjustment factor of 1.00011, or as provided by the Client. Elevations will be derived from GPS observations using Geoid 2012B model. M&M shall prepare 11"x17" survey control sheets, signed & sealed by an RPLS.

M&M shall attempt to obtain right of entry (ROE) for up to thirty-seven (37) affected properties including preparing a ROE spreadsheet with ownership information and mailing out ROE letters to the property owners for the purposes of completing the design survey. M&M anticipates that the City of Buda will facilitate the resolution of any refusals to grant ROE and/or communication with landowners who are hostile with respect to the completion of this scope of services. The Surveyor will document any interactions with landowners while performing the work. Gaining ROE from all landowners in a timely manner will be critical to the success and efficiency in meeting deadlines for this project.

#### **4.2 Topographic Survey**

M&M will obtain design survey data within the project limits at approximate 50' intervals and major grade breaks necessary to produce a one-foot interval contour DTM. This data will typically include as follows: edge of pavement/gutter & back of curb, crown (physical centerline), roadway striping, roadway signs including text/symbol, top and bottom of drainage ditches, storm sewer sizes and flowline (invert) elevations, sidewalk, fences (with types), guardrails, mailboxes, retaining walls, paved areas, buildings, driveways (with type and elevation data noted), driveway pipes, visible utilities, and visible evidence of underground utilities only. Survey data will extend for 50' along all side streets. M&M shall utilize mobile LiDAR for data collection and will supplement it with ground survey as needed.

#### **4.3 Tree Survey**

M&M shall locate all trees greater than 4 inches in diameter and identify their species within the proposed project limits. Trees will be used for 2D location purposes only and will not be included in the overall 3D DTM.

#### **4.4 Parcel Exhibits**

Provide up to 5 Parcel Exhibits for proposed ROW Acquisition

#### **4.5 Survey Deliverables**

- a. 2D Planimetric & 3D DTM (Microstation V8i)
- b. TIN file
- c. 1-Foot Contour map in Microstation V8i DGN format
- d. PDF Field Book Copies
- e. ASCII file of points
- f. 11"x17" survey control sheets, signed & sealed on project titleblock by an RPLS (PDF format)
- g. 2D file depicting the results of the tree survey (Microstation V8i)
- h. Tree List (Excel Format)
- i. PDF Copies of Parcel Exhibits



## **5.0 Geotechnical Analysis**

Geotechnical analysis and field investigation will be performed by the City, or their consultant, and are not included in this Scope of Services. Proposed Pavement Section shall be included in analysis by others for KFA to incorporate into proposed design.

## **6.0 Environmental Services**

Environmental Services will be performed by the City, or their consultant, and are not included in this Scope of Services.

## **7.0 SUE and Utility Coordination**

Subsurface Engineering (SUE), Utility Coordination, Utility Conflict Matrix/evaluation will be performed by the City, or their consultant, and are not included in this Scope of Services. QL-B, performed by the City or their consultant, is required for survey work stated above to be completed.

## **8.0 Permitting**

### **8.1 Agency Permitting**

KFA shall prepare final plans and pertinent documentation for submittal to the following agencies to secure needed permits listed below for construction. Anticipated permits needed prior construction consists of:

- a. TDLR (TAS) Review – KFA will prepare and submit the required documentation for a review and approval of the pedestrian facilities in accordance with TDLR/TAS regulations.
- b. TXDOT Driveway Permit – KFA will prepare and submit the Driveway Permit to the City for review and approval. City will address coordination and submittal with TxDOT.

KFA shall be responsible for addressing comments issued from regulatory agencies.

## **9.0 Public Involvement**

Public Involvement is not included in this Scope of Services Design

KFA shall progress the design of the Project through Conceptual, 30% Preliminary Design, 60%, 90%, and 100% Plans Specifications & Estimate milestone submittals for review as defined in the following subsections.

### **9.1 Conceptual Design**

KFA will develop Conceptual Exhibits for a standard four-way and a roundabout at the intersection of Exchange Blvd and Live Oak St. These exhibits will highlight impacts and variations between the options. KFA will also prepare another exhibit with proposed Typical Sections to discuss with the City staff to determine applicable Typical Sections for Exchange Blvd to fit the varying nature of the roadway from the south to the north and adjacent proposed developments.

After submission of the Conceptual Exhibits, KFA and the City will organize a Conceptual Workshop to discuss and finalize the proposed typical section and intersection approach that will be carried forward in the 30%, 60%, 90% and 100% design phases.

**Conceptual Design Deliverables:**

- Four-Way Intersection Exhibit
- Roundabout Intersection Exhibit
- Typical Section Exhibits and Analysis

## **9.2 30% Preliminary Design**

The 30% design submittal will include a Schematic roll plot showing preliminary design incorporating a intersection and Typical Section decisions from Conceptual Design. The existing culvert will be analyzed for capacity with hydrology and hydraulic analysis. The 30% Preliminary Design will include an opinion of probable construction costs (OPCC). This 30% submittal will be for the purpose of coordinating the improvements with the City and ensuring the project vision aligns with the proposed goals, schedule, and budget.

After submission of the 30% milestone review documents the City will have two weeks for review and comment. Following comments KFA will organize a 30% milestone review meeting allowing time for the City to review responses to the review meeting. KFA will incorporate comments from the City in the 60% PS&E Design. KFA will proceed with the 60% PS&E Design after KFA receives written approval of the 30% Design.

**30% Preliminary Design Deliverables:**

- Two (2) paper copies and/or electronic (pdf) of the 30% Preliminary Design Roll Plot(s)
- Opinion of Probable Construction Cost
- Project Design Schedule

## **9.3 60% / 90% / 100% Plans Specifications & Estimate (PS&E) Design**

KFA will produce the following sheets (11" x 17" Full-Size) for the proposed project. QA/QC is included in each sheet task and is shown in the schedule. KFA will submit PS&E milestone submittals at the 60%, 90%, and 100% phases. The anticipated plan sheets are summarized below. Each submittal will consist of the following:

**60% Submittal:**

- Two (2) paper copies and/or electronic (pdf) of the 60% plans
- Comment Response Form to 30% Schematic review comments
- Updated Opinion of Probable Construction Cost
- Construction Schedule
- Project Design Schedule

**90% Submittal:**

- Two (2) paper copies and/or electronic (pdf) of the 90% plans
- Comment Response Form to 60% review comments
- Updated Opinion of Probable Construction Cost
- Updated Construction Schedule
- Project Design Schedule
- Draft Project Manual

**Final Submittal:**

- Two (2) original signed and sealed paper copies and/or electronic (pdf) of the Final Construction plans
- Two (2) original Project Manuals and Bid Documents and electronic (pdf) for advertisement and letting
- Comment Response Form to 90% review comments
- Final Opinion of Probable Construction Cost
- Final Construction Schedule

**a. General Sheets**

- i. Title Sheet (1 Sheet)
- ii. Index of Sheets (1 Sheet)
- iii. Quantity/Summary Sheets (5 Sheets) –
  - i. Summary of Roadway Quantities
  - ii. Summary of Removal Quantities
  - iii. Summary of Drainage and Erosion Control Quantities
  - iv. Summary of Pavement Markings and Traffic Controls Quantities
  - v. Summary of Illumination Quantities
  - vi. Summary of Small Signs
- iv. General Notes (2 Sheets)
- v. Horizontal Alignment Data (1 Sheet)
- vi. Survey Control (1 Sheet)
- vii. Typical Sections (4 Sheets) – Existing and proposed typical sections containing:
  - i. Width of Travel Lanes with Traffic Arrows
  - ii. Border width
  - iii. Curb Offsets
  - iv. ROW Width
  - v. Centerline
  - vi. Profile Grade Line
  - vii. Pavement Structure (Detailed Layers based on Geotechnical Report)
  - viii. Side and Front Slopes
  - ix. Sodding/seeding limits
  - x. Station limits
  - xi. Sidewalks Section and Widths
- viii. Project Layout Sheet (1 Sheet) – 1"=600' to clearly indicate the limits of the entire project

- ix. Roadway Removal Sheets (5 Sheets) – At 1"=50' double stacked. The layouts will indicate pavement, roadway appurtenances, and other pertinent items to be removed with details and pay items

**b. Roadway Plans & Geometry**

- i. Roadway Plan And Profile Sheets (9 Sheets) – 1"=50' H and 1"=10' V. The sheets will include coordinates, superelevation data, stations, horizontal curve data, vertical profile data, elevations of key alignment features, drainage features, utilities, and any other items required for the complete construction of the project.
- ii. Intersection Layout Sheet (6 Sheet) – 1"=30' scale with spot elevations and proposed grading for the intersection and pedestrian access. Proposed intersection include: Live Oak St, Metcalfe St, Liberty St, Hyltin St, Holmstrom St, and Holland St
- iii. Driveway Plan and Profile Sheets (6 Sheets) – Two (2) driveways per sheet

**c. Grading and Standard Details**

- i. Cross Sections – (20 Sheets) KFA will complete design cross-sections at 50-foot station intervals and other locations as necessary for the determination of cut and fill quantities and to further refine the design vertical geometry.
  - ii. Roadway Details (10 Sheets) – KFA will include miscellaneous detail sheets for the project using applicable standard City of Hutto, City of Round Rock, or TxDOT details. KFA will prepare any required revisions to applicable standards necessary for the project.
- d. Drainage Plans – KFA will obtain current hydrologic and hydraulic models for the existing culvert crossing, as-built drawings, 1-foot LiDAR data, and associated data from the responsible government agencies. The hydrologic and hydraulic analysis for the culvert will be based on City of Round Rock Drainage Criteria Manual (January 2005), City of Hutto Standard Details, and TCEQ Design Criteria in the Texas Administrative Code, as amended. Drainage systems shall be constructed in accordance with the City of Georgetown Specifications and City of Hutto Standard Details. Where a City of Hutto detail does not exist, use the applicable Georgetown detail. If there is a conflict between Hutto city ordinance and manual content, Hutto ordinances will prevail.
- i. Offsite Drainage Area Map (1 Sheet)
  - ii. Onsite Drainage Area Maps (9 Sheets)
  - iii. Drainage Hydrologic and Hydraulic Calculations (1 Sheets)
  - iv. Culvert Layout (1 Sheets)
  - v. Culvert Hydraulic Calculations (1 Sheets)
  - vi. Storm Sewer Plan and Profile Sheets (18 Sheets)
  - vii. Storm Sewer Hydraulic Calculations (3 Sheets)
  - viii. Drainage Detail Sheets (2 Sheets)
  - ix. Drainage Standards (10 Sheets)

**e. Traffic Control Plans**

- i. Traffic Control Plan Narrative Sheet (1 Sheet)
- ii. Advanced Warning Signs Sheet (1 Sheet)
- iii. Traffic Control Plan (15 Sheets) – Three (3) phases at 5 sheets each, and at 1"=50' double stacked,
- iv. Traffic Control Plan Standards (15 Sheets)

**f. Signing And Pavement Marking**

- i. Signing And Pavement Marking Layouts (5 Sheets) – At 1"=50' double stacked
- ii. Signing And Pavement Marking Standard Sheets (6 Sheets)

**g. Erosion Control Sheets**

- i. Stormwater Pollution Prevention Plan (1 Sheet)
- ii. Erosion Control Plan Sheets (5 Sheets) – At 1"=50' double stacked
- iii. Erosion Control Standard Sheets (6 Sheets)

**h. Illumination / Lighting Design And Underground Utility Accommodation** – Illumination / Lighting Design And Underground Utility Accommodation are not included in this Scope of Services.

**i. Landscape Design** – Landscape Designs are not included in this Scope of Services.

**j. Opinion of Probable Construction Cost** – KFA will prepare and submit an engineer's opinion of probable construction cost utilizing calculated quantities TxDOT Austin District Average unit prices pdf format at the 30%, 60%, 90%, 100% and Final submittals to the City.

## **10.0 Additional Professional Services**

If additional professional services are needed as the project progresses, this Task is included to cover any potential unknowns which may arise. Use of this Task will be requested by KFA and require written authorization by the City prior to use.

## **11.0 Bidding Services**

During the bidding phase of the Project, KFA will assist the City with the following:

1. Prepare and submit Advertisement for Bids to newspaper(s) for publication as directed by the City. City will pay advertising costs outside of this contract.
2. Dispense construction contract documents to prospective bidders utilizing CivCast.
3. Support the contract documents by answering questions and preparing up to two (2) addenda as appropriate.
4. Participate in one (1) Pre-Bid Meeting. KFA to prepare sign in sheet and answer questions as needed.



5. Attend one (1) Bid Opening. KFA to prepare sign in sheet and bid tabulation sheets for attendees.
6. Prepare Bid Tabulation.
7. Evaluate bids and recommend award. KFA will not contact contractor references.

## **12.0 Construction Phase Services**

During the construction phase of work, KFA will assist the City with the following:

1. Attend one (1) preconstruction meeting.
2. Provide necessary clarifications (respond to RFIs) regarding the construction contract documents.
3. Attend monthly progress/coordination meetings with the Owner and/or Contractor.
4. Evaluate and respond to construction material submittals and shop drawings.
5. Review the Contractor's progress payment requests based on provided quantities as approved and accepted by the City or their subconsultant.
6. Prepare and furnish record drawings based on working drawings provided by the construction contractor.
7. Prepare up to two (2) plan revisions as needed to assist with change orders for changes in the work from that originally provided for in the construction contract documents.
8. Participate in final Project inspection, prepare punch list, review final Project closing documents, and submit final pay request.

### **ASSUMPTIONS MADE FOR THIS PROPOSAL**

1. Design direction and decisions directly impact the proposed schedule and fee. Any changes or adjustments after the Conceptual and 30% Preliminary Design may require additional time and compensation.
2. Geotechnical Services, Analysis and/or Field Investigations are not included in the scope. City to use rotation list to obtain geotechnical services to provide pavement design.
3. Environmental Services or Field Investigations are not included in the scope.
4. SUE, Utility coordination, Utility Conflict Matrix, Utility relocation design and construction Services are not included in this scope and will be provided by the City for use by KFA.
5. It is assumed that the project will not require retaining walls, structural design, or structural detailing; and are not included in the scope.
6. Public Involvement is not included in the scope.
7. Traffic Studies, Signal Warrants, and/or Signal Design not included in the scope.
8. Landscape Design is not included in the scope.
9. This scope of work assumes local funding only. Any studies, field visits, or other activities requested by City or other parties that are not included in this proposal are excluded from this scope of work.
10. Construction Materials Testing and inspection is not included in the scope.
11. Water quality or detention pond adjustments are not included in the scope.
12. Drainage impact analysis of the project improvements are excluded. Mitigation needs and design are excluded from scope.
13. Illumination and Light Design, and Underground Utilities Accommodations are not included in the scope.
14. No contractor reference checks will be performed under this scope.

15. SWPPP Manual is not included in the scope.
16. Construction inspection or materials testing is not included in the scope.
17. Construction Schedule development is not included in the scope



## **Attachment B – Design Fee**

**Project No: T15**

**Exchange Blvd from US 79 to Holland St**

**City of Hutto**  
**Exchange Blvd - US 79 to Holland St**

| Lump Sum Work Items |                                     |              |                                                 | KFA         |              |                | McGray & McGray |              |                | Totals      |             |                |
|---------------------|-------------------------------------|--------------|-------------------------------------------------|-------------|--------------|----------------|-----------------|--------------|----------------|-------------|-------------|----------------|
| Task No.            | Task Name                           | Sub-Task No. | Sub-Task                                        | Total Hours | Total Labor  | Total Expenses | Total Hours     | Total Labor  | Total Expenses | Total Hours | Total Labor | Total Expenses |
| 3                   | PROJECT MANAGEMENT                  | 1            | Overall Project Management                      | 124         | \$ 26,640.00 | \$ -           | 0               | \$ -         | \$ -           | 124         | \$26,640.00 | \$0.00         |
| 3                   |                                     | 2            | Meetings                                        | 88          | \$ 18,320.00 | \$ 250.00      | 0               | \$ -         | \$ -           | 88          | \$18,320.00 | \$250.00       |
| 3                   |                                     | 3            | Progress Reporting                              | 52          | \$ 10,200.00 | \$ -           | 0               | \$ -         | \$ -           | 52          | \$10,200.00 | \$0.00         |
| 4                   | SURVEYS                             | 1            | Project Control and Right of Entry              | 3           | \$ 590.00    | \$ -           | 24              | \$ 3,313.00  | \$ -           | 27          | \$3,903.00  | \$0.00         |
| 4                   |                                     | 2            | Topographic Survey                              | 16          | \$ 2,680.00  | \$ -           | 298             | \$ 40,037.56 | \$ -           | 314         | \$42,717.56 | \$0.00         |
| 4                   |                                     | 3            | Tree Survey                                     | 12          | \$ 1,900.00  | \$ -           | 24              | \$ 3,145.66  | \$ -           | 36          | \$5,045.66  | \$0.00         |
| 4                   |                                     | 4            | Parcel Exhibits                                 | 14          | \$ 2,400.00  | \$ -           | 252             | \$ 31,395.84 | \$ -           | 266         | \$33,795.84 | \$0.00         |
| 5                   | GEOTECHNICAL ANALYSIS               |              | Coordination of Pavement Design                 | 8           | \$ 2,100.00  | \$ -           | 0               | \$ -         | \$ -           | 8           | \$2,100.00  | \$0.00         |
| 6                   | ENVIRONMENTAL SERVICES / PERMITTING |              | Coordination of Services                        | 16          | \$ 4,200.00  | \$ -           | 0               | \$ -         | \$ -           | 16          | \$4,200.00  | \$0.00         |
| 7                   | UTILITY COORDINATION                |              | Coordination of Services                        | 16          | \$ 4,200.00  | \$ -           | 0               | \$ -         | \$ -           | 16          | \$4,200.00  | \$0.00         |
| 8                   | AGENCY PERMITTING                   | 1            | TDLR (TAS) Review                               | 40          | \$ 7,280.00  | \$ -           | 0               | \$ -         | \$ -           | 40          | \$7,280.00  | \$0.00         |
| 8                   |                                     | 1            | TxDOT Driveway Permit                           | 46          | \$ 8,240.00  | \$ -           | 0               | \$ -         | \$ -           | 46          | \$8,240.00  | \$0.00         |
| 9                   | PUBLIC INVOLVEMENT                  | 1            | Public Involvement Meeting                      | 0           | \$ -         | \$ -           | 0               | \$ -         | \$ -           | 0           | \$0.00      | \$0.00         |
| 10                  | CONCEPTUAL DESIGN                   | 1            | Intersection Design and Exhibit                 | 50          | \$ 9,020.00  | \$ -           | 0               | \$ -         | \$ -           | 50          | \$9,020.00  | \$0.00         |
| 10                  |                                     | 1            | Typical Section Design and Exhibit              | 48          | \$ 8,580.00  | \$ -           | 0               | \$ -         | \$ -           | 48          | \$8,580.00  | \$0.00         |
| 10                  |                                     | 1            | Design Workshop                                 | 16          | \$ 3,440.00  | \$ -           | 0               | \$ -         | \$ -           | 16          | \$3,440.00  | \$0.00         |
| 10                  |                                     | 2            | Roadway Design                                  | 98          | \$ 18,700.00 | \$ -           | 0               | \$ -         | \$ -           | 98          | \$18,700.00 | \$0.00         |
| 10                  | 30% PRELIMINARY DESIGN              | 2            | Drainage Design                                 | 106         | \$ 21,620.00 | \$ -           | 0               | \$ -         | \$ -           | 106         | \$21,620.00 | \$0.00         |
| 10                  |                                     | 2            | Schematic Preperation                           | 136         | \$ 23,920.00 | \$ -           | 0               | \$ -         | \$ -           | 136         | \$23,920.00 | \$0.00         |
| 10                  |                                     | 2            | Opinion of Probable Construction Cost           | 78          | \$ 12,940.00 | \$ -           | 0               | \$ -         | \$ -           | 78          | \$12,940.00 | \$0.00         |
| 10                  |                                     | 2            | Comment Response                                | 26          | \$ 4,980.00  | \$ -           | 0               | \$ -         | \$ -           | 26          | \$4,980.00  | \$0.00         |
| 10                  | 60%, 90%, 100%<br>PS&E DESIGN       | 3ai          | Title Sheet                                     | 18          | \$ 3,020.00  | \$ -           | 0               | \$ -         | \$ -           | 18          | \$3,020.00  | \$0.00         |
| 10                  |                                     | 3aii         | Index of Sheets                                 | 30          | \$ 4,340.00  | \$ -           | 0               | \$ -         | \$ -           | 30          | \$4,340.00  | \$0.00         |
| 10                  |                                     | 3aiii        | Quantity/Summary Sheets                         | 60          | \$ 9,760.00  | \$ -           | 0               | \$ -         | \$ -           | 60          | \$9,760.00  | \$0.00         |
| 10                  |                                     | 3aiv         | General Notes Sheet                             | 20          | \$ 3,920.00  | \$ -           | 0               | \$ -         | \$ -           | 20          | \$3,920.00  | \$0.00         |
| 10                  |                                     | 3av          | Horizontal Alignment Data Sheets                | 16          | \$ 2,520.00  | \$ -           | 0               | \$ -         | \$ -           | 16          | \$2,520.00  | \$0.00         |
| 10                  |                                     | 3avi         | Survey Control Sheets                           | 22          | \$ 3,580.00  | \$ -           | 0               | \$ -         | \$ -           | 22          | \$3,580.00  | \$0.00         |
| 10                  |                                     | 3avii        | Typical Section Sheets                          | 66          | \$ 10,860.00 | \$ -           | 0               | \$ -         | \$ -           | 66          | \$10,860.00 | \$0.00         |
| 10                  |                                     | 3aviii       | Project Layout Sheet                            | 20          | \$ 3,460.00  | \$ -           | 0               | \$ -         | \$ -           | 20          | \$3,460.00  | \$0.00         |
| 10                  |                                     | 3aix         | Roadway Removal Sheets                          | 80          | \$ 13,080.00 | \$ -           | 0               | \$ -         | \$ -           | 80          | \$13,080.00 | \$0.00         |
| 10                  |                                     | 3bi          | Roadway Plan & Profile Sheets                   | 220         | \$ 36,760.00 | \$ -           | 0               | \$ -         | \$ -           | 220         | \$36,760.00 | \$0.00         |
| 10                  |                                     | 3bii         | Intersection Plan and Profile Sheets            | 136         | \$ 22,260.00 | \$ -           | 0               | \$ -         | \$ -           | 136         | \$22,260.00 | \$0.00         |
| 10                  |                                     | 3biii        | Driveway Plan and Profile Sheets                | 122         | \$ 20,580.00 | \$ -           | 0               | \$ -         | \$ -           | 122         | \$20,580.00 | \$0.00         |
| 10                  |                                     | 3ci          | Roadway Cross Sections                          | 142         | \$ 26,460.00 | \$ -           | 0               | \$ -         | \$ -           | 142         | \$26,460.00 | \$0.00         |
| 10                  |                                     | 3cii         | Roadway Standards and Details Sheets            | 38          | \$ 6,300.00  | \$ -           | 0               | \$ -         | \$ -           | 38          | \$6,300.00  | \$0.00         |
| 10                  |                                     | 3di          | Existing & Proposed Offsite Drainage Area Maps  | 18          | \$ 3,100.00  | \$ -           | 0               | \$ -         | \$ -           | 18          | \$3,100.00  | \$0.00         |
| 10                  |                                     | 3dii         | Onsite Drainage Area Maps                       | 189         | \$ 29,720.00 | \$ -           | 0               | \$ -         | \$ -           | 189         | \$29,720.00 | \$0.00         |
| 10                  |                                     | 3diii        | Drainage Hydroglogic And Hydraulic Calculations | 14          | \$ 2,640.00  | \$ -           | 0               | \$ -         | \$ -           | 14          | \$2,640.00  | \$0.00         |
| 10                  |                                     | 3div         | Culvert Layouts                                 | 34          | \$ 6,180.00  | \$ -           | 0               | \$ -         | \$ -           | 34          | \$6,180.00  | \$0.00         |
| 10                  |                                     | 3dv          | Culvert Hydraulic Calculations                  | 24          | \$ 4,620.00  | \$ -           | 0               | \$ -         | \$ -           | 24          | \$4,620.00  | \$0.00         |
| 10                  |                                     | 3dvii        | Storm Sewer Plan & Profile Sheets               | 368         | \$ 59,280.00 | \$ -           | 0               | \$ -         | \$ -           | 368         | \$59,280.00 | \$0.00         |
| 10                  |                                     | 3dviii       | Storm Sewer Hydraulic Calculations              | 28          | \$ 4,940.00  | \$ -           | 0               | \$ -         | \$ -           | 28          | \$4,940.00  | \$0.00         |
| 10                  |                                     | 3dix         | Drainage Detail Sheets                          | 24          | \$ 4,280.00  | \$ -           | 0               | \$ -         | \$ -           | 24          | \$4,280.00  | \$0.00         |
| 10                  |                                     | 3dx          | Drainage Standards                              | 38          | \$ 6,740.00  | \$ -           | 0               | \$ -         | \$ -           | 38          | \$6,740.00  | \$0.00         |
| 10                  |                                     | 3ei          | Traffic Control Plan Narrative Sheet            | 24          | \$ 4,340.00  | \$ -           | 0               | \$ -         | \$ -           | 24          | \$4,340.00  | \$0.00         |
| 10                  |                                     | 3eii         | Advanced Warning Signs Sheet                    | 30          | \$ 5,580.00  | \$ -           | 0               | \$ -         | \$ -           | 30          | \$5,580.00  | \$0.00         |
| 10                  |                                     | 3eii         | Traffic Control Plan                            | 244         | \$ 41,960.00 | \$ -           | 0               | \$ -         | \$ -           | 244         | \$41,960.00 | \$0.00         |
| 10                  |                                     | 3eiv         | Traffic Control Plan Standards                  | 46          | \$ 7,300.00  | \$ -           | 0               | \$ -         | \$ -           | 46          | \$7,300.00  | \$0.00         |
| 10                  |                                     | 3fi          | Signing And Pavement Marking Layouts            | 108         | \$ 17,640.00 | \$ -           | 0               | \$ -         | \$ -           | 108         | \$17,640.00 | \$0.00         |
| 10                  |                                     | 3fii         | Signing And Pavement Marking Standard Sheets    | 18          | \$ 2,940.00  | \$ -           | 0               | \$ -         | \$ -           | 18          | \$2,940.00  | \$0.00         |
| 10                  |                                     | 3gi          | Stormwater Pollution Prevention Plan            | 14          | \$ 2,420.00  | \$ -           | 0               | \$ -         | \$ -           | 14          | \$2,420.00  | \$0.00         |
| 10                  |                                     | 3gli         | Erosion Control Plan Sheets                     | 114         | \$ 18,580.00 | \$ -           | 0               | \$ -         | \$ -           | 114         | \$18,580.00 | \$0.00         |
| 10                  |                                     | 3giii        | Erosion Control Standard Sheets                 | 20          | \$ 3,380.00  | \$ -           | 0               | \$ -         | \$ -           | 20          | \$3,380.00  | \$0.00         |
| 10                  |                                     | 3h           | PS&E QA/QC                                      | 146         | \$ 30,740.00 | \$ -           | 0               | \$ -         | \$ -           | 146         | \$30,740.00 | \$0.00         |
| 10                  |                                     | 3j           | Opinion of Probable Construction Cost           | 72          | \$ 13,400.00 | \$ -           | 0               | \$ -         | \$ -           | 72          | \$13,400.00 | \$0.00         |
| 10                  |                                     | 3            | PS&E Comment Response                           | 52          | \$ 11,320.00 | \$ -           | 0               | \$ -         | \$ -           | 52          | \$11,320.00 | \$0.00         |
| 10                  |                                     | 3            | Submittal Package                               | 50          | \$ 9,100.00  | \$ 250.00      | 0               | \$ -         | \$ -           | 50          | \$9,100.00  | \$250.00       |
| 9/20/2023           |                                     |              |                                                 |             |              |                |                 |              |                |             |             |                |
| 11                  | ADDITIONAL PROFESSIONAL SERVICES    |              |                                                 | 0           | \$ 65,000.00 | \$ -           | 0               | \$ -         | \$ -           | 0           | \$65,000.00 | \$0.00         |

575

|                             |                             |   |                                    |        |               |             |                 |             |          |         |              |            |
|-----------------------------|-----------------------------|---|------------------------------------|--------|---------------|-------------|-----------------|-------------|----------|---------|--------------|------------|
| 12                          | BIDDING SERVICES            | 1 | Bid Advertisements                 | 12     | \$ 1,920.00   | \$ -        | 0               | \$ -        | \$ -     | 12      | \$1,920.00   | \$0.00     |
| 12                          |                             | 2 | Online Advertisements              | 12     | \$ 1,920.00   | \$ -        | 0               | \$ -        | \$ -     | 12      | \$1,920.00   | \$0.00     |
| 12                          |                             | 3 | Prepare Addenda                    | 48     | \$ 7,560.00   | \$ -        | 0               | \$ -        | \$ -     | 48      | \$7,560.00   | \$0.00     |
| 12                          |                             | 4 | Pre-Bid Meeting                    | 12     | \$ 2,280.00   | \$ 80.00    | 0               | \$ -        | \$ -     | 12      | \$2,280.00   | \$80.00    |
| 12                          |                             | 5 | Bid Opening                        | 4      | \$ 880.00     | \$ 80.00    | 0               | \$ -        | \$ -     | 4       | \$880.00     | \$80.00    |
| 12                          |                             | 6 | Bid Tabulation                     | 14     | \$ 2,360.00   | \$ -        | 0               | \$ -        | \$ -     | 14      | \$2,360.00   | \$0.00     |
| 12                          |                             | 7 | Bid Evaluations                    | 16     | \$ 2,440.00   | \$ -        | 0               | \$ -        | \$ -     | 16      | \$2,440.00   | \$0.00     |
| 13                          | CONSTRUCTION PHASE SERVICES | 1 | Pre-Construction Meeting           | 18     | \$ 3,300.00   | \$ 80.00    | 0               | \$ -        | \$ -     | 18      | \$3,300.00   | \$80.00    |
| 13                          |                             | 2 | RFI Response                       | 44     | \$ 8,120.00   | \$ 250.00   | 0               | \$ -        | \$ -     | 44      | \$8,120.00   | \$250.00   |
| 13                          |                             | 3 | Construction Progress Meetings     | 60     | \$ 11,400.00  | \$ 500.00   | 0               | \$ -        | \$ -     | 60      | \$11,400.00  | \$500.00   |
| 13                          |                             | 4 | Submittal and Shop Drawing Reviews | 48     | \$ 7,800.00   | \$ -        | 0               | \$ -        | \$ -     | 48      | \$7,800.00   | \$0.00     |
| 13                          |                             | 5 | Pay Application Review             | 42     | \$ 7,260.00   | \$ -        | 0               | \$ -        | \$ -     | 42      | \$7,260.00   | \$0.00     |
| 13                          |                             | 6 | Record Drawings                    | 54     | \$ 8,620.00   | \$ -        | 0               | \$ -        | \$ -     | 54      | \$8,620.00   | \$0.00     |
| 13                          |                             | 7 | Plan Revisions and Change Orders   | 54     | \$ 9,460.00   | \$ -        | 0               | \$ -        | \$ -     | 54      | \$9,460.00   | \$0.00     |
| 13                          |                             | 8 | Project Completion                 | 44     | \$ 8,280.00   | \$ -        | 0               | \$ -        | \$ -     | 44      | \$8,280.00   | \$0.00     |
| Lump Sum Fee Totals         |                             |   |                                    | Hours  | Labor         | Expenses    | Hours           | Labor       | Expenses | Hours   | Labor        | Expenses   |
|                             |                             |   |                                    | 4140   | \$ 797,650.00 | \$ 1,490.00 | 598             | \$77,892.06 | \$0.00   | 4738    | \$875,542.06 | \$1,490.00 |
| Percent of Total            |                             |   |                                    | 87.38% | 91.10%        | 100.00%     | 12.62%          | 8.90%       | 0.00%    | 100.00% | 100.00%      | 100.00%    |
|                             |                             |   |                                    |        |               |             |                 |             |          |         |              |            |
| Hourly Additional Work Item |                             |   |                                    | KFA    |               |             | McGray & McGray |             |          | Totals  |              |            |

| CURRENT TOTAL FOR THIS WORK AUTHORIZATION | Hours | Labor         | Expenses   | Total Cost   |
|-------------------------------------------|-------|---------------|------------|--------------|
|                                           | 4,738 | \$875,542.06  | \$1,490.00 | \$877,032.06 |
| PROJECT MANAGEMENT                        | 264   | \$ 55,160.00  | \$ 250.00  | \$55,410.00  |
| SURVEYS                                   | 643   | \$ 85,462.06  | \$ -       | \$85,462.06  |
| GEOTECHNICAL ANALYSIS                     | 8     | \$ 2,100.00   | \$ -       | \$2,100.00   |
| ENVIRONMENTAL SERVICES / PERMITTING       | 16    | \$ 4,200.00   | \$ -       | \$4,200.00   |
| UTILITY COORDINATION                      | 16    | \$ 4,200.00   | \$ -       | \$4,200.00   |
| AGENCY PERMITTING                         | 86    | \$ 15,520.00  | \$ -       | \$15,520.00  |
| PUBLIC INVOLVEMENT                        | 0     | \$ -          | \$ -       | \$0.00       |
| CONCEPTUAL DESIGN                         | 114   | \$ 21,040.00  | \$ -       | \$21,040.00  |
| 30% PRELIMINARY DESIGN                    | 444   | \$ 82,160.00  | \$ -       | \$82,160.00  |
| 60%, 90%, 100% PS&E DESIGN                | 2,665 | \$ 457,100.00 | \$ 250.00  | \$457,350.00 |
| ADDITIONAL PROFESSIONAL SERVICES          | 0     | \$ 65,000.00  | \$ -       | \$65,000.00  |
| BIDDING SERVICES                          | 118   | \$ 19,360.00  | \$ 160.00  | \$19,520.00  |
| CONSTRUCTION PHASE SERVICES               | 364   | \$ 64,240.00  | \$ 830.00  | \$65,070.00  |
| Check                                     | 4,738 | 875,542       | 1,490      | 877,032      |

| HOURLY ITEM | Hours | Labor  | Expenses | Total Cost |
|-------------|-------|--------|----------|------------|
| N/A         | 0     | \$0.00 | \$0.00   | \$0.00     |



| Lump Sum Work Items |                                     |              |                                                | Assumptions                                                    | Hrs/Unit | K Friese + Associates    |                        |                 |                  |                 |           |                |            |               |                     | Totals |             |          |
|---------------------|-------------------------------------|--------------|------------------------------------------------|----------------------------------------------------------------|----------|--------------------------|------------------------|-----------------|------------------|-----------------|-----------|----------------|------------|---------------|---------------------|--------|-------------|----------|
|                     |                                     |              |                                                |                                                                |          | \$ 370.00                | \$ 330.00              | \$ 250.00       | \$ 220.00        | \$ 170.00       | \$ 130.00 | \$ 150.00      | \$ 150.00  | \$ 125.00     | \$ 110.00           | Hours  | Labor       | Expenses |
| Task No.            | Task Name                           | Sub-Task No. | Sub-Task                                       |                                                                |          | Senior Technical Advisor | Senior Project Manager | Senior Engineer | Project Engineer | Design Engineer | EIT       | GIS Specialist | CAD Senior | CAD Mid-level | Contract Specialist |        |             |          |
| 3                   | PROJECT MANAGEMENT                  | 1            | Overall Project Management                     | 12 Month Design Schedule                                       | 10.3     | 6                        | 12                     | 32              | 24               | 24              | 12        | 0              | 0          | 0             | 14                  | 124    | \$26,640.00 | \$0.00   |
| 3                   |                                     | 2            | Meetings                                       | 12 Progress Meetings<br>3 Milestone Meetings                   | 5.5      | 0                        | 8                      | 20              | 32               | 0               | 28        | 0              | 0          | 0             | 0                   | 88     | \$18,320.00 | \$250.00 |
| 3                   |                                     | 3            | Progress Reporting                             | 12 Months                                                      | 4.3      | 0                        | 6                      | 12              | 12               | 0               | 8         | 0              | 0          | 0             | 14                  | 52     | \$10,200.00 | \$0.00   |
| 4                   | SURVEYS                             | 1            | Project Control and Right of Entry             | 3 Primary Control Points<br>Secondary Control As Needed by M&M |          | 0                        | 0                      | 0               | 2                | 0               | 0         | 0              | 1          | 0             | 0                   | 3      | \$590.00    | \$0.00   |
| 4                   |                                     | 2            | Topographic Survey                             |                                                                |          | 0                        | 0                      | 0               | 4                | 0               | 0         | 0              | 12         | 0             | 0                   | 16     | \$2,680.00  | \$0.00   |
| 4                   |                                     | 3            | Tree Survey                                    | Greater than 4" DBH                                            |          | 0                        | 0                      | 0               | 2                | 0               | 2         | 0              | 8          | 0             | 0                   | 12     | \$1,900.00  | \$0.00   |
| 4                   |                                     | 4            | Parcel Exhibits                                | Up to 5                                                        |          | 0                        | 0                      | 2               | 2                | 0               | 2         | 0              | 8          | 0             | 0                   | 14     | \$2,400.00  | \$0.00   |
| 5                   | GEOTECHNICAL ANALYSIS               |              | Coordination of Pavement Design                |                                                                |          | 0                        | 2                      | 4               | 2                | 0               | 0         | 0              | 0          | 0             | 0                   | 8      | \$2,100.00  | \$0.00   |
| 6                   | ENVIRONMENTAL SERVICES / PERMITTING |              | Coordination of Services                       |                                                                |          | 0                        | 4                      | 8               | 4                | 0               | 0         | 0              | 0          | 0             | 0                   | 16     | \$4,200.00  | \$0.00   |
| 7                   | UTILITY COORDINATION                |              | Coordination of Services                       |                                                                |          | 0                        | 4                      | 8               | 4                | 0               | 0         | 0              | 0          | 0             | 0                   | 16     | \$4,200.00  | \$0.00   |
| 8                   | AGENCY PERMITTING                   | 1            | TDLR (TAS) Review                              |                                                                |          | 0                        | 2                      | 2               | 16               | 0               | 20        | 0              | 0          | 0             | 0                   | 40     | \$7,280.00  | \$0.00   |
| 8                   |                                     | 1            | TxDOT Driveway Permit                          |                                                                |          | 0                        | 2                      | 2               | 18               | 0               | 24        | 0              | 0          | 0             | 0                   | 46     | \$8,240.00  | \$0.00   |
| 9                   | PUBLIC INVOLVEMENT                  | 1            | Public Involvement Meeting                     |                                                                |          | 0                        | 0                      | 0               | 0                | 0               | 0         | 0              | 0          | 0             | 0                   | 0      | \$0.00      | \$0.00   |
| 10                  | CONCEPTUAL DESIGN                   | 1            | Intersection Design and Exhibit                |                                                                | 50       | 0                        | 2                      | 8               | 12               | 0               | 24        | 0              | 4          | 0             | 0                   | 50     | \$9,020.00  | \$0.00   |
| 10                  |                                     | 1            | Typical Section Design and Exhibit             |                                                                | 48       | 0                        | 2                      | 8               | 10               | 0               | 24        | 0              | 4          | 0             | 0                   | 48     | \$8,580.00  | \$0.00   |
| 10                  |                                     | 1            | Design Workshop                                |                                                                | 16       | 2                        | 2                      | 4               | 0                | 0               | 8         | 0              | 0          | 0             | 0                   | 16     | \$3,440.00  | \$0.00   |
| 10                  | 30% PRELIMINARY DESIGN              | 2            | Roadway Design                                 |                                                                |          | 0                        | 4                      | 16              | 36               | 0               | 42        | 0              | 0          | 0             | 0                   | 98     | \$18,700.00 | \$0.00   |
| 10                  |                                     | 2            | Drainage Design                                |                                                                |          | 2                        | 8                      | 12              | 48               | 0               | 36        | 0              | 0          | 0             | 0                   | 106    | \$21,620.00 | \$0.00   |
| 10                  |                                     | 2            | Schematic Preparation                          |                                                                |          | 2                        | 0                      | 14              | 40               | 0               | 56        | 0              | 24         | 0             | 0                   | 136    | \$23,920.00 | \$0.00   |
| 10                  |                                     | 2            | Opinion of Probable Construction Cost          |                                                                |          | 0                        | 2                      | 0               | 24               | 0               | 40        | 0              | 12         | 0             | 0                   | 78     | \$12,940.00 | \$0.00   |
| 10                  |                                     | 2            | Comment Response                               |                                                                |          | 0                        | 2                      | 4               | 8                | 0               | 12        | 0              | 0          | 0             | 0                   | 26     | \$4,980.00  | \$0.00   |
| 10                  | 60%, 90%, 100% PS&E DESIGN          | 3ai          | Title Sheet                                    | 1 Sheet                                                        | 18       | 0                        | 0                      | 2               | 4                | 0               | 8         | 0              | 4          | 0             | 0                   | 18     | \$3,020.00  | \$0.00   |
| 10                  |                                     | 3aii         | Index of Sheets                                | 1 Sheet                                                        | 30       | 0                        | 0                      | 2               | 0                | 0               | 18        | 0              | 10         | 0             | 0                   | 30     | \$4,340.00  | \$0.00   |
| 10                  |                                     | 3aiii        | Quantity/Summary Sheets                        | 5 Sheets                                                       | 12       | 0                        | 2                      | 2               | 12               | 0               | 32        | 0              | 12         | 0             | 0                   | 60     | \$9,760.00  | \$0.00   |
| 10                  |                                     | 3aiv         | General Notes Sheet                            | 2 Sheet                                                        | 10       | 0                        | 0                      | 2               | 12               | 0               | 6         | 0              | 0          | 0             | 0                   | 20     | \$3,920.00  | \$0.00   |
| 10                  |                                     | 3av          | Horizontal Alignment Data Sheets               | 1 Sheet                                                        | 16       | 0                        | 0                      | 0               | 4                | 0               | 8         | 0              | 4          | 0             | 0                   | 16     | \$2,520.00  | \$0.00   |
| 10                  |                                     | 3avi         | Survey Control Sheets                          | 1 Sheet                                                        | 22       | 0                        | 0                      | 2               | 4                | 0               | 10        | 0              | 6          | 0             | 0                   | 22     | \$3,580.00  | \$0.00   |
| 10                  |                                     | 3avii        | Typical Section Sheets                         | 4 Sheets                                                       | 16.5     | 0                        | 2                      | 4               | 12               | 0               | 32        | 0              | 16         | 0             | 0                   | 66     | \$10,860.00 | \$0.00   |
| 10                  |                                     | 3aviii       | Project Layout Sheet                           | 1 Sheet                                                        | 20       | 0                        | 0                      | 2               | 6                | 0               | 8         | 0              | 4          | 0             | 0                   | 20     | \$3,460.00  | \$0.00   |
| 10                  |                                     | 3aix         | Roadway Removal Sheets                         | 5 Sheets                                                       | 16       | 0                        | 2                      | 6               | 12               | 0               | 36        | 0              | 24         | 0             | 0                   | 80     | \$13,080.00 | \$0.00   |
| 10                  |                                     | 3bi          | Roadway Plan & Profile Sheets                  | 9 Sheets                                                       | 24.4     | 0                        | 2                      | 12              | 56               | 0               | 86        | 0              | 64         | 0             | 0                   | 220    | \$36,760.00 | \$0.00   |
| 10                  |                                     | 3bii         | Intersection Plan and Profile Sheets           | 6 Sheet                                                        | 22.7     | 0                        | 2                      | 8               | 26               | 0               | 56        | 0              | 44         | 0             | 0                   | 136    | \$22,260.00 | \$0.00   |
| 10                  |                                     | 3biii        | Driveway Plan and Profile Sheets               | 6 Sheet                                                        | 20.3     | 0                        | 2                      | 12              | 24               | 0               | 48        | 0              | 36         | 0             | 0                   | 122    | \$20,580.00 | \$0.00   |
| 10                  |                                     | 3ci          | Roadway Cross Sections                         | 20 Sheets                                                      | 7.1      | 0                        | 10                     | 20              | 40               | 0               | 72        | 0              | 0          | 0             | 0                   | 142    | \$26,460.00 | \$0.00   |
| 10                  |                                     | 3cii         | Roadway Standards and Details Sheets           | 10 Sheet                                                       | 3.8      | 0                        | 0                      | 2               | 8                | 0               | 8         | 0              | 20         | 0             | 0                   | 38     | \$6,300.00  | \$0.00   |
| 10                  |                                     | 3di          | Offsite Drainage Area Map                      | 1 Sheet                                                        | 18.0     | 0                        | 0                      | 2               | 4                | 0               | 4         | 0              | 8          | 0             | 0                   | 18     | \$3,100.00  | \$0.00   |
| 10                  |                                     | 3dii         | Onsite Drainage Area Maps                      | 9 Sheets                                                       | 21.0     | 0                        | 0                      | 12              | 27               | 0               | 86        | 0              | 64         | 0             | 0                   | 189    | \$29,720.00 | \$0.00   |
| 10                  |                                     | 3diii        | Drainage Hydrologic And Hydraulic Calculations | 1 Sheet                                                        | 14.0     | 0                        | 0                      | 2               | 6                | 0               | 4         | 0              | 2          | 0             | 0                   | 14     | \$2,640.00  | \$0.00   |
| 10                  |                                     | 3div         | Culvert Layouts                                | 1 Sheet                                                        | 34.0     | 0                        | 2                      | 4               | 8                | 0               | 12        | 0              | 8          | 0             | 0                   | 34     | \$6,180.00  | \$0.00   |
| 10                  |                                     | 3dv          | Culvert Hydraulic Calculations                 | 1 Sheet                                                        | 24.0     | 0                        | 2                      | 4               | 6                | 0               | 8         | 0              | 4          | 0             | 0                   | 24     | \$4,620.00  | \$0.00   |
| 10                  |                                     | 3dvii        | Storm Sewer Plan & Profile Sheets              | 14 Sheets                                                      | 26.3     | 0                        | 4                      | 28              | 56               | 0               | 168       | 0              | 112        | 0             | 0                   | 368    | \$59,280.00 | \$0.00   |
| 10                  |                                     | 3dviii       | Storm Sewer Hydraulic Calculations             | 3 Sheets                                                       | 9.3      | 0                        | 2                      | 2               | 6                | 0               | 12        | 0              | 6          | 0             | 0                   | 28     | \$4,940.00  | \$0.00   |
| 10                  |                                     | 3dix         | Drainage Detail Sheets                         | 2 Sheets                                                       | 12.0     | 0                        | 2                      | 2               | 4                | 0               | 8         | 0              | 8          | 0             | 0                   | 24     | \$4,280.00  | \$0.00   |
| 10                  |                                     | 3dx          | Drainage Standards                             | 10 Sheets                                                      | 3.8      | 0                        | 4                      | 2               | 4                | 0               | 8         | 0              | 20         | 0             | 0                   | 38     | \$6,740.00  | \$0.00   |
| 10                  |                                     | 3ei          | Traffic Control Plan Narrative Sheet           | 1 Sheets                                                       | 24.0     | 0                        | 2                      | 2               | 6                | 0               | 12        | 0              | 2          | 0             | 0                   | 24     | \$4,340.00  | \$0.00   |
| 10                  |                                     | 3eii         | Advanced Warning Signs Sheet                   | 1 Sheets                                                       | 30.0     | 0                        | 0                      | 2               | 16               | 0               | 12        | 0              | 0          | 0             | 0                   | 30     | \$5,580.00  | \$0.00   |
| 10                  |                                     | 3eii         | Traffic Control Plan                           | 15 Sheets                                                      | 16.3     | 0                        | 12                     | 20              | 48               | 0               | 108       | 0              | 56         | 0             | 0                   | 244    | \$41,960.00 | \$0.00   |
| 10                  |                                     | 3eiv         | Traffic Control Plan Standards                 | 15 Sheets                                                      | 3.1      | 0                        | 0                      | 2               | 12               | 0               | 32        | 0              | 0          | 0             | 0                   | 46     | \$7,300.00  | \$0.00   |
| 10                  |                                     | 3fi          | Signing And Pavement Marking Layouts           | 5 Sheet                                                        | 21.6     | 0                        | 2                      | 4               | 24               | 0               | 50        | 0              | 28         | 0             | 0                   | 108    | \$17,640.00 | \$0.00   |
| 10                  |                                     | 3fii         | Signing And Pavement Marking Standard Sheets   | 6 Sheet                                                        | 3.0      | 0                        | 0                      | 2               | 4                | 0               | 12        | 0              | 0          | 0             | 0                   | 18     | \$2,940.00  | \$0.00   |
| 10                  |                                     | 3gi          | Stormwater Pollution Prevention Plan           | 11 Sheets                                                      | 14.0     | 0                        | 0                      | 2               | 4                | 0               | 8         | 0              | 0          | 0             | 0                   | 14     | \$2,420.00  | \$0.00   |

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|                               |                                  |       |                                       |                                |      |            |             |              |              |            |              |        |              |        |            |              |              |            |
|-------------------------------|----------------------------------|-------|---------------------------------------|--------------------------------|------|------------|-------------|--------------|--------------|------------|--------------|--------|--------------|--------|------------|--------------|--------------|------------|
| 10                            |                                  | 3gii  | Erosion Control Plan Sheets           | 5 Sheets                       | 22.8 | 0          | 2           | 4            | 24           | 0          | 48           | 0      | 36           | 0      | 0          | 114          | \$18,580.00  | \$0.00     |
| 10                            |                                  | 3giii | Erosion Control Standard Sheets       | 6 Sheets                       | 3.3  | 0          | 0           | 2            | 6            | 0          | 12           | 0      | 0            | 0      | 0          | 20           | \$3,380.00   | \$0.00     |
| 10                            |                                  | 3h    | PS&E QA/QC                            | Three (3) Phases               | 48.7 | 2          | 24          | 24           | 24           | 24         | 24           | 0      | 24           | 0      | 0          | 146          | \$30,740.00  | \$0.00     |
| 10                            |                                  | 3j    | Opinion of Probable Construction Cost | Three (3) Phases               | 24.0 | 0          | 4           | 12           | 20           | 0          | 36           | 0      | 0            | 0      | 0          | 72           | \$13,400.00  | \$0.00     |
| 10                            |                                  | 3     | PS&E Comment Response                 | Two (2) Phases                 | 26.0 | 0          | 6           | 10           | 24           | 0          | 12           | 0      | 0            | 0      | 0          | 52           | \$11,320.00  | \$0.00     |
| 10                            |                                  | 3     | Submittal Package                     | Three (3) Phases               | 50   | 0          | 4           | 0            | 16           | 0          | 12           | 0      | 18           | 0      | 0          | 50           | \$9,100.00   | \$250.00   |
|                               |                                  |       |                                       |                                |      |            |             |              |              |            |              |        |              |        |            |              |              |            |
| 11                            | ADDITIONAL PROFESSIONAL SERVICES |       |                                       |                                |      | 0          | 0           | 0            | 0            | 0          | 0            | 0      | 0            | 0      | 0          | 0            | \$65,000.00  | \$0.00     |
|                               |                                  |       |                                       |                                |      |            |             |              |              |            |              |        |              |        |            |              |              |            |
| 12                            | BIDDING SERVICES                 | 1     | Bid Advertisements                    |                                | 12   | 0          | 0           | 0            | 4            | 0          | 8            | 0      | 0            | 0      | 0          | 12           | \$1,920.00   | \$0.00     |
| 12                            |                                  | 2     | Online Advertisements                 |                                | 12   | 0          | 0           | 0            | 4            | 0          | 8            | 0      | 0            | 0      | 0          | 12           | \$1,920.00   | \$0.00     |
| 12                            |                                  | 3     | Prepare Addenda                       | Two (2) Addenda                | 24   | 0          | 0           | 0            | 12           | 0          | 24           | 0      | 12           | 0      | 0          | 48           | \$7,560.00   | \$0.00     |
| 12                            |                                  | 4     | Pre-Bid Meeting                       | One (1) Meeting                | 12   | 0          | 0           | 0            | 8            | 0          | 4            | 0      | 0            | 0      | 0          | 12           | \$2,280.00   | \$80.00    |
| 12                            |                                  | 5     | Bid Opening                           | One (1) Opening                | 4    | 0          | 0           | 0            | 4            | 0          | 0            | 0      | 0            | 0      | 0          | 4            | \$880.00     | \$80.00    |
| 12                            |                                  | 6     | Bid Tabulation                        |                                | 14   | 0          | 0           | 0            | 6            | 0          | 8            | 0      | 0            | 0      | 0          | 14           | \$2,360.00   | \$0.00     |
| 12                            |                                  | 7     | Bid Evaluations                       |                                | 16   | 0          | 0           | 0            | 4            | 0          | 12           | 0      | 0            | 0      | 0          | 16           | \$2,440.00   | \$0.00     |
|                               |                                  |       |                                       |                                |      |            |             |              |              |            |              |        |              |        |            |              |              |            |
| 13                            | CONSTRUCTION PHASE SERVICES      | 1     | Pre-Construction Meeting              | One (1) Meeting                | 18   | 0          | 0           | 2            | 8            | 0          | 8            | 0      | 0            | 0      | 0          | 18           | \$3,300.00   | \$80.00    |
| 13                            |                                  | 2     | Respond to RFIs                       | Assume 6                       | 4    | 2          | 0           | 6            | 12           | 0          | 18           | 0      | 6            | 0      | 0          | 44           | \$8,120.00   | \$250.00   |
| 13                            |                                  | 3     | Construction Progress Meetings        | 12 Month Construction Duration | 5    | 0          | 0           | 12           | 24           | 0          | 24           | 0      | 0            | 0      | 0          | 60           | \$11,400.00  | \$500.00   |
| 13                            |                                  | 4     | Submittal and Shop Drawing Reviews    |                                | 48   | 0          | 0           | 4            | 12           | 0          | 32           | 0      | 0            | 0      | 0          | 48           | \$7,800.00   | \$0.00     |
| 13                            |                                  | 5     | Pay Application Review                | 12 Month Construction Duration | 3.5  | 0          | 0           | 6            | 12           | 0          | 24           | 0      | 0            | 0      | 0          | 42           | \$7,260.00   | \$0.00     |
| 13                            |                                  | 6     | Record Drawings                       |                                | 54   | 0          | 0           | 2            | 8            | 0          | 12           | 0      | 32           | 0      | 0          | 54           | \$8,620.00   | \$0.00     |
| 13                            |                                  | 7     | Plan Revisions and Change Orders      | Two (2) Plan Revisions         | 27   | 2          | 2           | 2            | 12           | 0          | 24           | 0      | 12           | 0      | 0          | 54           | \$9,460.00   | \$0.00     |
| 13                            |                                  | 8     | Project Completion                    |                                | 44   | 0          | 0           | 4            | 24           | 0          | 12           | 0      | 0            | 0      | 4          | 44           | \$8,280.00   | \$0.00     |
| Total Hours By Category       |                                  |       |                                       |                                |      | 18         | 158         | 414          | 1023         | 48         | 1672         | 0      | 775          | 0      | 32         | 4140         | \$797,650.00 | \$1,490.00 |
| Percent of Hours by Category  |                                  |       |                                       |                                |      | 0.43%      | 3.82%       | 10.00%       | 24.71%       | 1.16%      | 40.39%       | 0.00%  | 18.72%       | 0.00%  | 0.77%      | 100.00%      | Check        |            |
| Total Budget by Category      |                                  |       |                                       |                                |      | \$6,660.00 | \$52,140.00 | \$103,500.00 | \$225,060.00 | \$8,160.00 | \$217,360.00 | \$0.00 | \$116,250.00 | \$0.00 | \$3,520.00 | \$797,650.00 | Check        |            |
| Percent of Budget by Category |                                  |       |                                       |                                |      | 0.91%      | 7.12%       | 14.13%       | 30.72%       | 1.11%      | 29.67%       | 0.00%  | 15.87%       | 0.00%  | 0.48%      | 100.00%      | Check        |            |
| Hourly Additional Work Item   |                                  |       |                                       | N/A                            |      |            |             |              |              |            |              |        |              |        |            |              |              |            |

| Lump Sum Work Items |                                     |              |                                                | Assumptions                                                    | Hrs/Unit | McGray & McGray               |                     |                |                 |  |  |  |  |  |  | Totals |             |          |
|---------------------|-------------------------------------|--------------|------------------------------------------------|----------------------------------------------------------------|----------|-------------------------------|---------------------|----------------|-----------------|--|--|--|--|--|--|--------|-------------|----------|
| Task No.            | Task Name                           | Sub-Task No. | Sub-Task                                       |                                                                |          | \$150.37                      | \$102.38            | \$115.18       | \$ 173.25       |  |  |  |  |  |  | Hours  | Labor       | Expenses |
|                     |                                     |              |                                                |                                                                |          | Registered Prof Land Surveyor | Surveyor Technician | veyor-in-Train | Two Person Crew |  |  |  |  |  |  |        |             |          |
| 3                   | PROJECT MANAGEMENT                  | 1            | Overall Project Management                     | 12 Month Design Schedule                                       | 0.0      |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 3                   |                                     | 2            | Meetings                                       | 12 Progress Meetings<br>3 Milestone Meetings                   | 0.0      |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 3                   |                                     | 3            | Progress Reporting                             | 12 Months                                                      | 0.0      |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 4                   | SURVEYS                             | 1            | Project Control and Right of Entry             | 3 Primary Control Points<br>Secondary Control As Needed by M&M |          | 2                             | 8                   | 4              | 10              |  |  |  |  |  |  | 24     | \$3,313.00  | \$0.00   |
| 4                   |                                     | 2            | Topographic Survey                             |                                                                |          | 8                             | 120                 | 50             | 120             |  |  |  |  |  |  | 298    | \$40,037.56 | \$0.00   |
| 4                   |                                     | 3            | Tree Survey                                    | Greater than 4" DBH                                            |          | 2                             | 12                  | 2              | 8               |  |  |  |  |  |  | 24     | \$3,145.66  | \$0.00   |
| 4                   |                                     | 4            | Parcel Exhibits                                | Up to 5                                                        |          | 12                            | 120                 | 60             | 60              |  |  |  |  |  |  | 252    | \$31,395.84 | \$0.00   |
| 5                   | GEOTECHNICAL ANALYSIS               |              | Coordination of Pavement Design                |                                                                |          |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 5                   |                                     |              |                                                |                                                                |          |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 6                   | ENVIRONMENTAL SERVICES / PERMITTING |              | Coordination of Services                       |                                                                |          |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 6                   |                                     |              |                                                |                                                                |          |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 6                   |                                     |              |                                                |                                                                |          |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 6                   |                                     |              |                                                |                                                                |          |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 7                   | UTILITY COORDINATION                |              | Coordination of Services                       |                                                                |          |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 7                   |                                     |              |                                                |                                                                |          |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 8                   | AGENCY PERMITTING                   | 1            | TDLR (TAS) Review                              |                                                                |          |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 8                   |                                     | 1            | TxDOT Driveway Permit                          |                                                                |          |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 9                   | PUBLIC INVOLVEMENT                  | 1            | Public Involvement Meeting                     |                                                                |          |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 10                  | CONCEPTUAL DESIGN                   | 1            | Intersection Design and Exhibit                |                                                                | 0        |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 10                  |                                     | 1            | Typical Section Design and Exhibit             |                                                                | 0        |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 10                  |                                     | 1            | Design Workshop                                |                                                                | 0        |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 10                  | 30% PRELIMINARY DESIGN              | 2            | Roadway Design                                 |                                                                |          |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 10                  |                                     | 2            | Drainage Design                                |                                                                |          |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 10                  |                                     | 2            | Schematic Preparation                          |                                                                |          |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 10                  |                                     | 2            | Opinion of Probable Construction Cost          |                                                                |          |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 10                  |                                     | 2            | Comment Response                               |                                                                |          |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 10                  | 60%, 90%, 100% PS&E DESIGN          | 3ai          | Title Sheet                                    | 1 Sheet                                                        | 0        |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 10                  |                                     | 3aii         | Index of Sheets                                | 1 Sheet                                                        | 0        |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 10                  |                                     | 3aiii        | Quantity/Summary Sheets                        | 5 Sheets                                                       | 0        |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 10                  |                                     | 3aiv         | General Notes Sheet                            | 2 Sheet                                                        | 0        |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 10                  |                                     | 3av          | Horizontal Alignment Data Sheets               | 1 Sheet                                                        | 0        |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 10                  |                                     | 3avi         | Survey Control Sheets                          | 1 Sheet                                                        | 0        |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 10                  |                                     | 3avii        | Typical Section Sheets                         | 4 Sheets                                                       | 0        |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 10                  |                                     | 3aviii       | Project Layout Sheet                           | 1 Sheet                                                        | 0        |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 10                  |                                     | 3aix         | Roadway Removal Sheets                         | 5 Sheets                                                       | 0        |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 10                  |                                     | 3bi          | Roadway Plan & Profile Sheets                  | 9 Sheets                                                       | 0.0      |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 10                  |                                     | 3bii         | Intersection Plan and Profile Sheets           | 6 Sheet                                                        | 0.0      |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 10                  |                                     | 3biii        | Driveway Plan and Profile Sheets               | 6 Sheet                                                        | 0.0      |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 10                  |                                     | 3ci          | Roadway Cross Sections                         | 20 Sheets                                                      | 0.0      |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 10                  |                                     | 3cii         | Roadway Standards and Details Sheets           | 10 Sheet                                                       | 0.0      |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 10                  |                                     | 3di          | Offsite Drainage Area Map                      | 1 Sheet                                                        | 0.0      |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 10                  |                                     | 3dii         | Onsite Drainage Area Maps                      | 9 Sheets                                                       | 0.0      |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 10                  |                                     | 3diii        | Drainage Hydrologic And Hydraulic Calculations | 1 Sheet                                                        | 0.0      |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 10                  |                                     | 3div         | Culvert Layouts                                | 1 Sheet                                                        | 0.0      |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 10                  |                                     | 3dv          | Culvert Hydraulic Calculations                 | 1 Sheet                                                        | 0.0      |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 10                  |                                     | 3dvii        | Storm Sewer Plan & Profile Sheets              | 18 Sheets                                                      | 0.0      |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 10                  |                                     | 3dviii       | Storm Sewer Hydraulic Calculations             | 3 Sheets                                                       | 0.0      |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 10                  |                                     | 3dix         | Drainage Detail Sheets                         | 2 Sheets                                                       | 0.0      |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 10                  |                                     | 3dx          | Drainage Standards                             | 10 Sheets                                                      | 0.0      |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 10                  |                                     | 3ei          | Traffic Control Plan Narrative Sheet           | 1 Sheets                                                       | 0.0      |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |
| 10                  |                                     | 3eii         | Advanced Warning Signs Sheet                   | 1 Sheets                                                       | 0.0      |                               |                     |                |                 |  |  |  |  |  |  | 0      | \$0.00      | \$0.00   |

|                               |                                  |                   |                                              |                                |     |            |             |             |             |        |        |        |        |        |             |             |        |
|-------------------------------|----------------------------------|-------------------|----------------------------------------------|--------------------------------|-----|------------|-------------|-------------|-------------|--------|--------|--------|--------|--------|-------------|-------------|--------|
| 10                            |                                  | 3eii              | Traffic Control Plan                         | 15 Sheets                      | 0.0 |            |             |             |             |        |        |        |        |        | 0           | \$0.00      | \$0.00 |
| 10                            |                                  | 3eiv              | Traffic Control Plan Standards               | 15 Sheets                      | 0.0 |            |             |             |             |        |        |        |        |        | 0           | \$0.00      | \$0.00 |
| 10                            |                                  | 3fi               | Signing And Pavement Marking Layouts         | 5 Sheet                        | 0.0 |            |             |             |             |        |        |        |        |        | 0           | \$0.00      | \$0.00 |
| 10                            |                                  | 3fii              | Signing And Pavement Marking Standard Sheets | 6 Sheet                        | 0.0 |            |             |             |             |        |        |        |        |        | 0           | \$0.00      | \$0.00 |
| 10                            |                                  | 3gi               | Stormwater Pollution Prevention Plan         | 11 Sheets                      | 0.0 |            |             |             |             |        |        |        |        |        | 0           | \$0.00      | \$0.00 |
| 10                            |                                  | 3gii              | Erosion Control Plan Sheets                  | 5 Sheets                       | 0.0 |            |             |             |             |        |        |        |        |        | 0           | \$0.00      | \$0.00 |
| 10                            |                                  | 3giii             | Erosion Control Standard Sheets              | 6 Sheets                       | 0.0 |            |             |             |             |        |        |        |        |        | 0           | \$0.00      | \$0.00 |
| 10                            |                                  | 3h                | PS&E QA/QC                                   | Three (3) Phases               | 0.0 |            |             |             |             |        |        |        |        |        | 0           | \$0.00      | \$0.00 |
| 10                            |                                  | 3j                | Opinion of Probable Construction Cost        | Three (3) Phases               | 0.0 |            |             |             |             |        |        |        |        |        | 0           | \$0.00      | \$0.00 |
| 10                            |                                  | 3                 | PS&E Comment Response                        | Two (2) Phases                 | 0.0 |            |             |             |             |        |        |        |        |        | 0           | \$0.00      | \$0.00 |
| 10                            | 3                                | Submittal Package | Three (3) Phases                             | 0                              |     |            |             |             |             |        |        |        |        | 0      | \$0.00      | \$0.00      |        |
|                               |                                  |                   |                                              |                                |     |            |             |             |             |        |        |        |        |        |             |             |        |
| 11                            | ADDITIONAL PROFESSIONAL SERVICES |                   |                                              |                                |     |            |             |             |             |        |        |        |        |        | 0           | \$0.00      | \$0.00 |
|                               |                                  |                   |                                              |                                |     |            |             |             |             |        |        |        |        |        |             |             |        |
| 12                            | BIDDING SERVICES                 | 1                 | Bid Advertisements                           |                                | 0   |            |             |             |             |        |        |        |        |        | 0           | \$0.00      | \$0.00 |
| 12                            |                                  | 2                 | Online Advertisements                        |                                | 0   |            |             |             |             |        |        |        |        |        | 0           | \$0.00      | \$0.00 |
| 12                            |                                  | 3                 | Prepare Addenda                              | Two (2) Addenda                | 0   |            |             |             |             |        |        |        |        |        | 0           | \$0.00      | \$0.00 |
| 12                            |                                  | 4                 | Pre-Bid Meeting                              | One (1) Meeting                | 0   |            |             |             |             |        |        |        |        |        | 0           | \$0.00      | \$0.00 |
| 12                            |                                  | 5                 | Bid Opening                                  | One (1) Opening                | 0   |            |             |             |             |        |        |        |        |        | 0           | \$0.00      | \$0.00 |
| 12                            |                                  | 6                 | Bid Tabulation                               |                                | 0   |            |             |             |             |        |        |        |        |        | 0           | \$0.00      | \$0.00 |
| 12                            |                                  | 7                 | Bid Evaluations                              |                                | 0   |            |             |             |             |        |        |        |        |        | 0           | \$0.00      | \$0.00 |
|                               |                                  |                   |                                              |                                |     |            |             |             |             |        |        |        |        |        |             |             |        |
| 13                            | CONSTRUCTION PHASE SERVICES      | 1                 | Pre-Construction Meeting                     | One (1) Meeting                | 0   |            |             |             |             |        |        |        |        |        | 0           | \$0.00      | \$0.00 |
| 13                            |                                  | 2                 | Respond to RFIs                              | Assume 6                       | 0   |            |             |             |             |        |        |        |        |        | 0           | \$0.00      | \$0.00 |
| 13                            |                                  | 3                 | Construction Progress Meetings               | 12 Month Construction Duration | 0   |            |             |             |             |        |        |        |        |        | 0           | \$0.00      | \$0.00 |
| 13                            |                                  | 4                 | Submittal and Shop Drawing Reviews           |                                | 0   |            |             |             |             |        |        |        |        |        | 0           | \$0.00      | \$0.00 |
| 13                            |                                  | 5                 | Pay Application Review                       | 12 Month Construction Duration | 0.0 |            |             |             |             |        |        |        |        |        | 0           | \$0.00      | \$0.00 |
| 13                            |                                  | 6                 | Record Drawings                              |                                | 0   |            |             |             |             |        |        |        |        |        | 0           | \$0.00      | \$0.00 |
| 13                            |                                  | 7                 | Plan Revisions and Change Orders             | Two (2) Plan Revisions         | 0   |            |             |             |             |        |        |        |        |        | 0           | \$0.00      | \$0.00 |
| 13                            |                                  | 8                 | Project Completion                           |                                | 0   |            |             |             |             |        |        |        |        |        | 0           | \$0.00      | \$0.00 |
| Total Hours By Category       |                                  |                   |                                              |                                |     | 24         | 260         | 116         | 198         | 0      | 0      | 0      | 0      | 0      | 598         | \$77,892.06 | \$0.00 |
| Percent of Hours by Category  |                                  |                   |                                              |                                |     | 4.01%      | 43.48%      | 19.40%      | 33.11%      | 0.00%  | 0.00%  | 0.00%  | 0.00%  | 0.00%  | 100.00%     | Check       |        |
| Total Budget by Category      |                                  |                   |                                              |                                |     | \$3,608.88 | \$26,618.80 | \$13,360.88 | \$34,303.50 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$77,892.06 | Check       |        |
| Percent of Budget by Category |                                  |                   |                                              |                                |     | 4.63%      | 34.17%      | 17.15%      | 44.04%      | 0.00%  | 0.00%  | 0.00%  | 0.00%  | 0.00%  | 100.00%     | Check       |        |
|                               |                                  |                   |                                              |                                |     |            |             |             |             |        |        |        |        |        |             |             |        |
| Hourly Additional Work Item   |                                  |                   |                                              |                                |     |            |             |             |             |        |        |        |        |        |             |             |        |

## Project Cost Estimate

**FIELD SERVICES**

|                                                        | QUANTITY | UNIT PRICE | EXTENSION |
|--------------------------------------------------------|----------|------------|-----------|
| Mobilization and Demobilization                        | 1        | 550.00     | 550.00    |
| Soil Drilling and Sampling, Hollow Stem Auger, 0-50 ft | 0        | 30.00      | 0.00      |
| Soil Drilling and Sampling, Solid Stem Auger, 0-50 ft  | 105      | 23.00      | 2415.00   |
| Rock Drilling and Sampling, Air Rotary, 0-50 ft        | 0        | 23.00      | 0.00      |
| Rock Coring, 0-50 ft                                   | 0        | 35.00      | 0.00      |
| Soil Drilling and Sampling, Hollow Stem Auger, >50 ft  | 0        | 35.00      | 0.00      |
| Soil Drilling and Sampling, Solid Stem Auger, >50 ft   | 0        | 28.00      | 0.00      |
| Rock Drilling and Sampling, Air Rotary, >50 ft         | 0        | 28.00      | 0.00      |
| Rock Coring, >50 ft                                    | 0        | 40.00      | 0.00      |
| Air Compressor, per day                                | 0        | 250.00     | 0.00      |
| Bentonite Backfill, per foot                           | 0        | 9.50       | 0.00      |
| Traffic Control, per day                               | 2        | 2000.00    | 4000.00   |
| Graduate Engineer or Geologist                         | 0        | 135.00     | 0.00      |
| Geo-technician                                         | 20       | 70.00      | 1400.00   |
| Senior Engineering Technician                          | 0        | 90.00      | 0.00      |

**SUB-TOTAL FOR FIELD SERVICES****8365.00****LABORATORY TESTING**

|                                          |    |        |      |
|------------------------------------------|----|--------|------|
| Moisture Content Test                    | 42 | 15.00  | 630  |
| Density Determination                    | 0  | 50.00  | 0    |
| Atterberg Limit Test                     | 21 | 90.00  | 1890 |
| Material Finer Than No. 200 Sieve (Wash) | 21 | 60.00  | 1260 |
| Unconfined Compression Test (Soil)       | 0  | 85.00  | 0    |
| Unconfined Compression Test (Rock)       | 0  | 105.00 | 0    |
| Sieve Analysis                           | 0  | 90.00  | 0    |
| Hydrometer Test                          | 0  | 280.00 | 0    |
| 1-Dimensional Swell Test                 | 4  | 150.00 | 600  |
| Consolidation Test                       | 0  | 650.00 | 0    |
| ASTM D698 (Standard Proctor)             | 0  | 300.00 | 0    |
| ASTM D1557 (Modified Proctor)            | 0  | 325.00 | 0    |
| TEX-113-E or TEX-114-E                   | 0  | 350.00 | 0    |
| California Bearing Ratio                 | 0  | 400.00 | 0    |
| Lime Series                              | 2  | 250.00 | 500  |
| Sulfate Content                          | 7  | 75.00  | 525  |

**SUB-TOTAL FOR TESTING SERVICES****5405.00****ENGINEERING & REPORT PREP.**

|                                |    |        |      |
|--------------------------------|----|--------|------|
| Registered Engineer Texas P.E. | 16 | 250.00 | 4000 |
| Project Manager                | 2  | 180.00 | 360  |
| Graduate Engineer or Geologist | 6  | 135.00 | 810  |
| Geo-technician                 | 4  | 70.00  | 280  |

**SUB-TOTAL FOR ENGINEERING & REPORT PREP.****5170****TOTAL ESTIMATED PROJECT COST****18940.00**

ROCK ENGINEERING AND TESTING LABORATORY, LLC (TBPE FIRM NO. 2101)  
 7 ROUNDVILLE LANE • AUSTIN, TEXAS, 78664  
 OFFICE: (512) 284-8022 • www.rocktesting.com



## Vicki Ortega

---

**From:** Joe Marek <JMarek@Cobbfendley.com>  
**Sent:** Friday, September 22, 2023 4:00 PM  
**To:** Vicki Ortega  
**Cc:** Austin Messerli; Richard Clarke; Brandy Harbolt; Bill Warrick; David Rogers  
**Subject:** RE: Exchange BLVD

Vicki,

I've got a quick rough estimate of **\$80,000** for the **QLB/C/D** scope requested along the full corridor and I'm estimating a 3-week SUE field effort, followed by survey. Based on the KMZ provided, I've included the US 79 intersection, in full. Utilities expected out there include water, wastewater, storm, gas, telephone, cable TV, illumination and some additional telecom and traffic signal at the US 79 intersection.

For the twenty (20) **QLA** test holes, I have an estimate of **\$54,000** total, not knowing, of course, where exactly the test holes may be needed, but have assumed that ten would be in the dirt behind the curb and ten will be in the roadway pavement, requiring pavement cut and repair, as well as traffic control, and possibly ROW permitting.

So, **total** for both SUE scopes of work would be in the ballpark of **\$134,000** for the full SUE investigation covering the whole corridor and 20 test holes.

Please let me know if you have any questions or need any further detail today, and I'll follow up next week with a formal proposal.

Thank you,

**JOE L. MAREK III**

Senior Project Manager

Direct: 512.646.4368

Mobile: 512.815.1333

---

**From:** Joe Marek <JMarek@Cobbfendley.com>  
**Sent:** Friday, September 22, 2023 11:44 AM  
**To:** Vicki Ortega <VOrtega@kfriese.com>  
**Cc:** Austin Messerli <AMesserli@kfriese.com>; Richard Clarke <RClarke@cobbfendley.com>; Brandy Harbolt <BHarbolt@Cobbfendley.com>; Bill Warrick <Bill.Warrick@cobbfendley.com>; David Rogers <DRogers@cobbfendley.com>  
**Subject:** Re: Exchange BLVD

Thank you, Vicki. I'll pull this together for you.

**JOE L. MAREK III**

Senior Project Manager

CobbFendley

Direct: [512.646.4368](tel:512.646.4368)

Office: [512.834.9798](tel:512.834.9798)

Mobile: [512.815.1333](tel:512.815.1333)

Fax: [512.834.7727](tel:512.834.7727)

Teams: [Microsoft Teams](#)

505 E. Huntland Drive, Suite 100 | Austin, TX 78752

TBPELS Engineering Firm No. 274; Land Surveying Firm No. [10046701](#)



## **Attachment C – Schedule**

**Project No: T15**

**Exchange Blvd from US 79 to Holland St**



K. FRIESE  
+ ASSOCIATES  
A LOCHNER COMPANY





**ADDENDUM TO TASK ORDER # 23-005-002**

**October 6, 2023**

By my signature below, I hereby certify and verify that all the provisions of Master Services Agreement for KFRIESE AND ASSOCIATES, INC. Paragraph 18. Miscellaneous Provisions, (i) HB 1295 COMPLIANCE AND NO BOYCOTT PROVISIONS, have been complied with and that the HB 1295 Form is on file with the City Secretary and that I will not Boycott Israel, Energy Companies or Firearm Entities or Trade Associations.

CONSULTANT: KFRIESE AND ASSOCIATES, INC.

By:

Thomas M. Owens, P.E.

Digitally signed by Thomas M. Owens,  
P.E.  
DN: C=US, E=towens@kfriese.com,  
O="K Friese & Associates, Inc.",  
CN="Thomas M. Owens, P.E."  
Date: 2023.10.06 09:30:49-05'00'

Print Name: Thomas M. Owens, PE

Title: Vice President

# AGENDA ITEM REPORT

13.3.



**To:** City Council  
**Subject:** Consideration and possible action on Resolution No. R-2023-237 authorizing the City Manager to execute an Individual Project Order (IPO) with Freese and Nichols, Inc. in the amount of \$831,016 for the CR 199 Reconstruction project (Matt Rector)  
**Meeting:** Thursday, October 12, 2023  
**Department:** Engineering /  
**Staff Contact:** Matt Rector

## BACKGROUND INFORMATION:

On September 7, 2023 the City Council approved Resolution no. R-2023-191 regarding Rotation List for Transportation and Drainage Engineering professional services with five consulting firms as a mechanism for Construction Related Professional Services (engineering/architecture) where the City hires multiple firms based on demonstrated competence and qualifications to perform a general scope of services and makes individual assignments on a rotating basis.

Firms have been assigned projects in the order that they were selected. So, the first contract is assigned to the first consultant, followed by the next and repeats after the last consultant assignment. The cycle then repeats. If a firm is unable or unwilling to execute a project, the next firm in line will then be used. This initial contract would be good for FY 2024. However, there are two one-year extensions possible for each of these firms.

The project objective is to reconstruct a segment of CR 199 starting FM 1660 S and ending at CR 132 for a total length of approximately 1.07 miles. The project will upgrade the existing 2-lane rural section to the City's major collector street section as shown in the Hutto 2018 Mobility Master Plan, consisting of a 2-lane, urban section with turn lane/median, on-street parking and bicycle and pedestrian accommodations. The work to be performed under this work authorization by FREESE AND NICHOLS, INC. will consist primarily of the preparation of a Preliminary Geometric Layout, Plans, Specifications, and Estimate, as well as provide bidding and construction phase services.

The purpose of this item is to award an Individual Project Order (IPO) to Freese and Nichols, Inc. as an approved consultant of the City's selected firms on the Transportation and Drainage rotation list.

## SUMMARY OF REQUEST:

Approval of resolution as presented



# AGENDA ITEM REPORT

13.3.



## STAFF REVIEW:

Staff recommends approval

## FISCAL NOTES:

This project is being funded by the Cottonwood Creek Development Community Benefit Fee Fund with a total available balance of \$1,110,866.

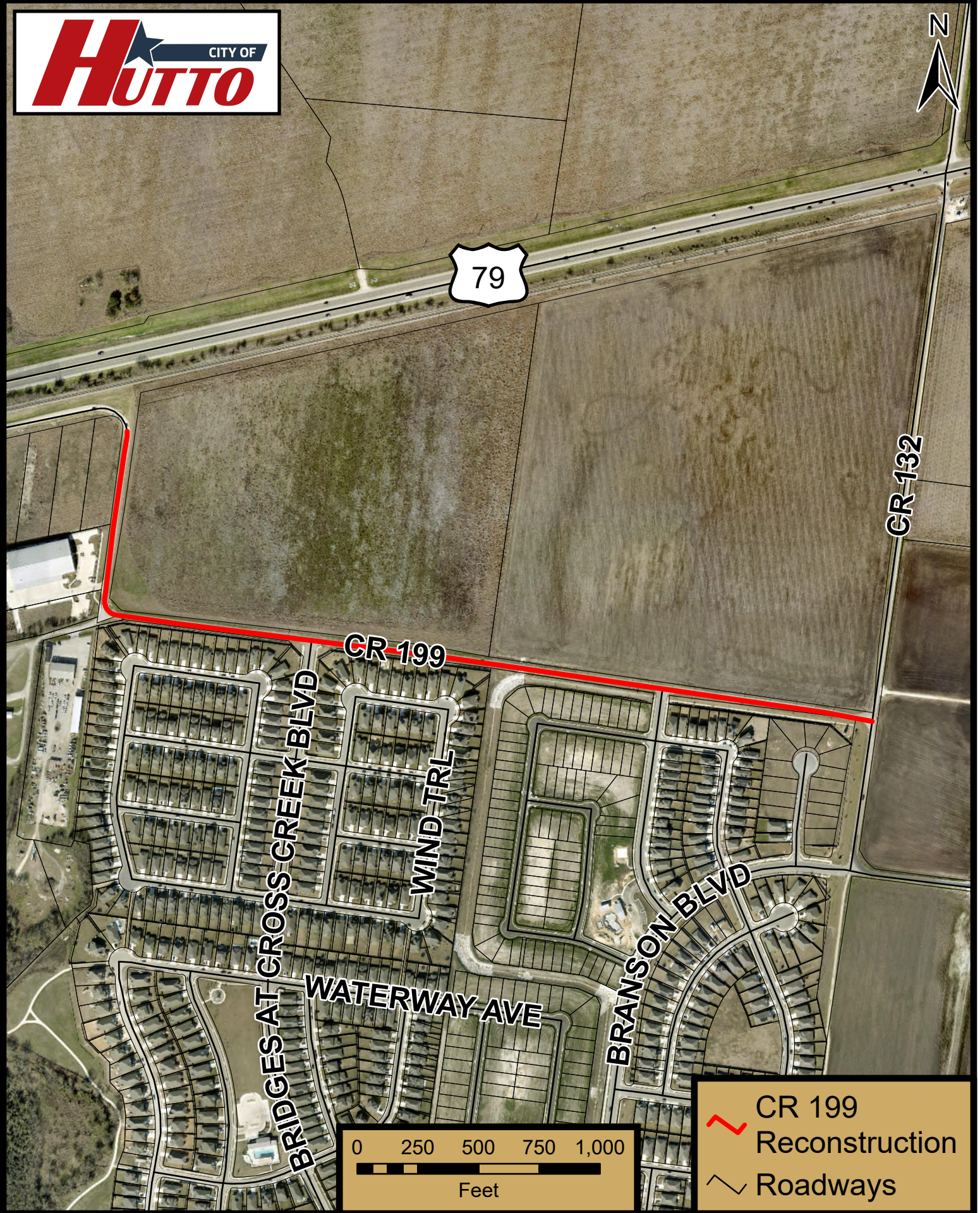
Specifically, this item is to be paid from account 41-040-060-6708 with a budget of \$1,100,000 and \$0 encumbrances to date. There are three other IPO's for project T19-2024 CR 199 Reconstruction on tonight's agenda and if all four are approved tonight, there will be \$62,359 of the remaining available budget.

## ATTACHMENTS:

1. CR\_199\_Reconstruction\_Project
2. 20231004 FNI Resolution for CR 199



# CR 199 Reconstruction Project





**RESOLUTION NO. R-2023-237**

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,  
APPROVING A TASK ORDER BETWEEN FREESE AND  
NICHOLS, INC. AND THE CITY OF HUTTO IN THE  
AMOUNT OF \$831,016 FOR THE COUNTY ROAD (CR) 199  
RECONSTRUCTION PROJECT; AUTHORIZING THE  
CITY MANAGER TO EXECUTE THE TASK ORDER;  
PROVIDING PROPER NOTICE & MEETING, AND  
PROVING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Hutto, Texas (“City”) selected Freese and Nichols, Inc. to be included as part of the Transportation and Drainage rotation list; and

**WHEREAS**, the City Council desires to execute a task order with Freese and Nichols, Inc., in the amount of \$831,016 for services related to the CR 199 Reconstruction Project; and

**WHEREAS**, the City Council desires to authorize the City Manager to execute a task order with Freese and Nichols, Inc., in the form included in the contract documents and approved by the City Attorney, for the contract price, and within the contract time in accordance with other terms and conditions of the contract documents agreed to by Freese and Nichols, Inc.; and

**WHEREAS**, the City Council authorizes the City Manager to execute any change orders to the contract that are less than \$50,000.00.

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

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

**Section 2:** That the Hutto City Council hereby approves and authorizes the City Manager to execute the Task Order, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

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

**Section 4.** This Resolution shall take effect immediately upon its passage.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 12th day of October 2023 on vote of \_\_AYES; \_\_NAYS; \_\_ABSTENTIONS.

**THE CITY OF HUTTO, TEXAS**

\_\_\_\_\_  
Mike Snyder, Mayor

**ATTEST:**

\_\_\_\_\_  
Angela Lewis, City Secretary



## TASK ORDER #23-005B-001

### Proposed TRANSPORTATION ROTATION LIST

---

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

1. Background Data
  - a. Effective Date of Task Order #23-005B-001: September 21, 2023
  - b. Owner: City of Hutto
  - c. Vendor: FREESE AND NICHOLS, INC

Specific Project (title): CR 199 Reconstruction

- 1) Scope of services for Preliminary and Final Engineering Design will include the following field services:
  - a) Route design and studies
  - b) Social, Economic and Environmental Studies
  - c) ROW data (primarily support to work by others)
  - d) SUE and utility coordination (primarily support to work by others)
  - e) Project management
  - f) Design and construction surveys (primarily support to work by others)
  - g) Roadway design services
  - h) Drainage design services
  - i) Signing, pavement markings and delineation services
  - j) Miscellaneous roadway services

2. Fee: NTE \$831,016

3. Deadline: This form is to be signed along with any supplementary materials and must be submitted to Matt Rector, City Engineer via email by **9-22-23**, at 12PM CST.

Point of Contact  
Matt Rector  
City Engineer  
[Matt.Rector@HuttoTX.gov](mailto:Matt.Rector@HuttoTX.gov)  
512-759-4025



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

Vendor agrees to provide the services within this Task Order and Vendor is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order #23-005B-001 is September 21, 2023.

CITY OF HUTTO

FREESE AND NICHOLS, INC.

By:

By: 

Print Name:

Print Name: John New

Title: \_\_\_\_\_ Title: Vice President

## **EXHIBIT A**

### **SERVICES TO BE PROVIDED BY THE CITY**

The **CITY OF HUTTO** (“CITY”) is proposing to reconstruct a segment of CR 199 starting FM 1660 S and ending at CR 132 for a total length of approximately 1.07 miles. The project will upgrade the existing 2-lane rural, section to the City’s major collector street section as shown in the Hutto 2018 Mobility Master Plan, consisting of a 2-lane, urban section with turn lane/median, on-street parking and bicycle and pedestrian accommodations. The work to be performed under this work authorization by **FREESE AND NICHOLS, INC.** (“ENGINEER”) will consist primarily of the preparation of a Preliminary Geometric Layout, Plans, Specifications, and Estimate (“PS&E”).

The CITY will provide the following items/information for the ENGINEER under this agreement:

#### **110 - ROUTE DESIGN AND STUDIES**

1. The CITY will provide available as-built plans, adjacent project plans, right-of-way (ROW) maps, and existing easements for utilities and public facilities within and adjacent to the project limits.
2. The CITY will provide available data including GIS data and maps, as-built plans, and previous H&H models considered to be best available data.
3. The CITY will provide existing traffic data, if available.
4. The CITY will provide Geotechnical investigation, field work and reports. This work will be completed by others under a separate contract with the CITY. The Geotechnical work will include:
  - a. soil borings (field work)
  - b. soil testing
  - c. boring logs
  - d. pavement design
  - e. slope stability analyses at detention pond locations, if needed
  - f. design recommendations at cross culverts
  - g. A signed, sealed and dated geotechnical report which contains soil boring locations, boring logs, laboratory test results, generalized subsurface conditions, ground water conditions, pavement design, analyses and recommendations for settlement and slope stability of the earthen embankments at two (2) detention pond locations, and bridge class culvert

#### **120 - SOCIAL, ECONOMIC, AND ENVIRONMENTAL STUDIES**

1. The CITY will facilitate up to one (1) public meeting. The CITY will reserve meeting space and provide public advertisement/notification in advance of the public meeting. The CITY will share public meeting materials on a webpage furnished and facilitated by the CITY, as desired.

#### **130 - ROW DATA**

1. The CITY will provide ROW acquisition support to acquire land needed for proposed improvements, including facilitating and attending meetings with individual property owners.

This work will be completed by others under a separate contract with the CITY and by CITY staff.

2. The CITY will provide initial Right of Entry (ROE) letter preparation and delivery to property owners where property acquisition/metes and bounds survey is anticipated. This work will be completed by others under a separate contract with the CITY. The CITY will support the ENGINEER during subsequent attempts to contact the property owner to obtain ROE as needed.
3. The CITY will provide metes and bounds survey support for parcels with proposed ROW take. This work will be completed by others under a separate contract with the CITY.
4. The CITY will provide Subsurface Utility Engineering (SUE) support to map existing utilities. This work will be completed by others under a separate contract with the CITY. SUE work will include:
  - a. QL "C"/"D" records research for the project limits, including side streets, with limits of SUE extended approximately 100' from the proposed project limits along CR 199 and side streets.
  - b. QL "A" potholes for an estimated 7 locations identified by the ENGINEER during final design.
5. The CITY will provide Utility coordination support to coordinate relocations of existing franchise utilities that conflict with proposed improvements. This work will be completed by others under a separate contract with the CITY.

#### **145 - PROJECT MANAGEMENT**

1. The CITY will provide timely reviews and decisions to enable the ENGINEER to maintain the project schedule.
2. The CITY will meet with the ENGINEER on an as-needed basis.

#### **150 - DESIGN AND CONSTRUCTION SURVEYS**

1. The CITY will provide design survey support for the project limits. This work will be completed by others under a separate contract with the CITY.
  - a. The limits of topographic survey will include side streets and driveways, with limits of SUE extended approximately 100' from the proposed project limits along CR 199 and side streets. This survey will be completed using aerial methods.
  - b. Topographic survey will be provided in Computer Aided Drafting (CAD) format with an existing surface, compatible with the Microstation OpenRoads Designer software CAD platform.
  - c. Topographic survey will also include supplemental ground survey shots of SUE potholes and geotechnical borings, which will be collected separately from the overall aerial topographic survey.

#### **160 – ROADWAY DESIGN SERVICES**

1. The CITY will meet with the ENGINEER following submittal of the draft 30% Geometric Layout to discuss the roadway geometry and proposed alignment. The CITY will provide feedback and/or concurrence with the proposed roadway geometry and alignment prior to the ENGINEER

advancing the final 30% Geometric Layout.

**161 – DRAINAGE DESIGN SERVICES**

2. The CITY will meet with the ENGINEER to discuss the findings of the H&H modeling, proposed mitigation and water quality measures, and warning system upgrades and provide guidance. (City staff includes City Floodplain Administrator and representative from Transportation Department.)
3. The CITY will confirm if there are any existing H&H models that the City would request to be utilized in the design of the cross culvert prior to the ENGINEER beginning analysis/design work.

**162 – SIGNING AND PAVEMENT MARKINGS SERVICES** – n/a

**163 – MISCELLANEOUS ROADWAY SERVICES** – n/a

## **EXHIBIT B**

### **SERVICES TO BE PROVIDED BY ENGINEER**

The **CITY OF HUTTO** (“CITY”) is proposing to reconstruct a segment of CR 199 starting FM 1660 S and ending at CR 132 for a total length of approximately 1.07 miles. The project will upgrade the existing 2-lane rural, section to the City’s major collector street section as shown in the Hutto 2018 Mobility Master Plan, consisting of a 2-lane, urban section with turn lane/median, on-street parking and bicycle and pedestrian accommodations. The work to be performed under this work authorization by **FREESE AND NICHOLS, INC.** (“ENGINEER”) will consist primarily of the preparation of a Preliminary Geometric Layout, Plans, Specifications, and Estimate (“PS&E”).

The ENGINEER will provide the following items/information for the CITY under this agreement:

#### **110 - ROUTE DESIGN AND STUDIES**

##### **110.1 ROADWAY DATA COLLECTION AND FIELD RECONNAISSANCE**

- The ENGINEER shall collect, review and evaluate the data described below. The CITY will be notified in writing whenever the ENGINEER finds disagreement with the information or documents.
  - All data/findings will be compiled into a project notebook for recordkeeping during file setup.
  - Data from the CITY, including as-built plans, adjacent project plans, right-of-way (ROW) maps and existing easements.
  - The ENGINEER shall conduct two (2) field reconnaissance visits to assess roadway and drainage conditions.
  - The ENGINEER will prepare reconnaissance layout and notes for field visits.
  - The ENGINEER shall compile and review photographic records for field visits.

##### **110.2 DEVELOP ROADWAY DESIGN CRITERIA & PREPARE DSR**

- The ENGINEER shall develop roadway design criteria based on City of Hutto and current Texas Department of Transportation (TxDOT) design guidelines.
- The ENGINEER shall prepare a design summary report for review by the CITY.
- The ENGINEER shall coordinate with the CITY for design criteria concurrence before moving forward with the preliminary analysis.

##### **110.3 EXISTING AND PROPOSED TRAFFIC ANALYSIS**

- The ENGINEER will collect existing traffic data, including:
  - AM and PM peak turning moving counts at the intersections of CR 199 & FM 1660, CR 199 & Bridges at Cross Creek Blvd, CR 199 & Longbridge Dr and CR 199 & CR 132
  - Federal Highway Administration (FHWA) 13-Bin Classification 24-hour automated classification counts
- The ENGINEER will project current year intersection traffic collected at the intersections of CR 199 & FM 1660, CR 199 & Bridges at Cross Creek Blvd, CR 199 & Longbridge Dr and CR 199 & CR 132 to a twenty (20) year future year and complete traffic analysis at the intersections to determine a



recommended intersection lane configuration. The Engineer will summarize the results of the traffic analysis in a traffic memo.

- The analysis will be based on applying growth factors at a linear or other simple curve method utilizing approved traffic impact analyses (TIA's) for adjacent development provided by the CITY.

#### **110.4 GEOTECHNICAL INVESTIGATION AND FIELD WORK**

The ENGINEER shall coordinate with the CITY's Geotechnical provider, whose services will be contracted separately with the CITY.

- The ENGINEER will validate location of proposed soil borings for pavement design, slope stability analysis, and cross culvert design.
- The ENGINEER will review draft and final geotechnical reports, including pavement design with up to three (3) pavement alternative sections, and provide comments. Draft and final geotechnical reports are anticipated to be developed concurrent with the 30% Draft and Final Geometric Layouts.
- The ENGINEER will review and coordinate final pavement design and associated geotechnical report update prior to the 90% PS&E submittal.
- The ENGINEER will supply the Geotechnical provider with existing traffic counts in support of pavement design.

#### **DELIVERABLES**

- Design Summary Report
- Existing traffic counts
- Traffic analysis memo, submitted with the Draft & Final 30% Geometric Layout

### **120 – SOCIAL, ECONOMIC, AND ENVIRONMENTAL STUDIES**

The ENGINEER will perform an environmental regulatory constraints analysis that identifies environmental requirements and considerations as the project progresses to eventual construction. This scope is based on the understanding that neither TxDOT nor federal funding would be included in this project and therefore National Environmental Protection Agency (NEPA) compliance under TxDOT guidelines is not included in this effort. To execute the constraints analysis, the ENGINEER will perform the following:

#### **120.1 ENVIRONMENTAL DATA COLLECTION AND FIELD RECONNAISSANCE:**

- To evaluate environmental constraints, the ENGINEER will first perform a desktop survey and file review that will include: US Geological Survey (USGS) National Hydrography Dataset, USGS topographic maps, US Fish and Wildlife Service (USFWS) National Wetland Inventory data, USFWS county list of protected species, pertinent life history literature on protected species, Texas Parks and Wildlife's Department Natural Diversity Database, Texas Historical Commission Texas Historic Sites Atlas, Federal Emergency Management Agency (FEMA) floodplain maps, Natural Resource Conservation Service soils data and recent and past aerial imagery.
- Following the desktop survey and file review for environmental constraints, a field effort will take place that will include a delineation of waters of the US (WOTUS) following methodology and guidance from

US Army Corps of Engineers (USACE) (e.g., 1987 Wetland Delineation Manual and Great Plains Regional Supplement). Concurrent to the WOTUS delineation, the ENGINEER will perform the habitat assessment, which will include an inventory of vegetation communities, presence of karst, potential for springs and other features that can serve as potential habitat for listed species.

- To summarize the environmental constraints, The ENGINEER will prepare a Technical Memorandum that identifies potential environmental constraints (as determined from both desktop review and field survey) and suggested approaches to obtain permits or authorizations from the applicable agencies. This Technical Memorandum will include information pertaining to Section 404 of the Clean Water Act, Endangered Species Act, Section 401 of the Clean Water Act, Section 402 of the Clean Water Act, floodplain regulations and local environmental compliance requirements.
- To evaluate cultural resources, the ENGINEER will conduct desktop research to assess the project's potential to impact significant cultural resources (resources that are listed - or eligible for listing – in the National Register of Historic Places [NRHP] and/or as State Antiquities Landmarks [SALs]). The research will include (as needed) reviewing the NRHP database, historical maps and aerial photographs, soils, geology, and records stored in the Texas Archeological Sites Atlas. The ENGINEER will summarize their findings and their interpretations of significant resource impacts in archeological and historic resource regulatory coordination letters for submittal to the State Historic Preservation Officer (SHPO) at the Texas Historical Commission (THC). If background research indicates that an archeological and/or architectural history survey will be needed, the coordination letter will include recommendations for the Area of Potential Effect (APE) and field survey methods.

## **120.2 PHASE I ENVIRONMENTAL SITE ASSESMENT**

- The ENGINEER will conduct a regulatory records review to identify listed hazardous waste generators, treatment, storage and disposal facilities, solid waste landfills, unauthorized sites, documented spills, oil and gas exploration and production sites and underground storage tank sites within the proposed site location. The review will also identify other environmental risks along the Project corridor.
- The ENGINEER will execute a Phase I Environmental Site Assessment (ESA) based on the data collection and field reconnaissance efforts and identify hazardous material constraints that may impact the proposed project.

## **120.3 PUBLIC INVOLVEMENT**

- The ENGINEER will attend up to one (1) in-person public meeting in support of the proposed improvements. For the purpose of scoping, two (2) staff members are assumed for a meeting lasting five (5) hours, which includes set up/take down and travel time. This public meeting is anticipated to occur following completion of the final 30% Geometric Layout.
- The main exhibit to be presented during the public meeting is anticipated to be the 30% Geometric Layout, the effort for which is included with another task item. The ENGINEER will plot up to three (3) copies of the 30% Geometric Layout for the public meeting. The ENGINEER will prepare and print up to four (4) additional exhibits to be displayed on foam board for the public meeting. The ENGINEER will prepare and print up to two (2) handouts (e.g., project fact sheet, comment card) for the public meeting.

## **DELIVERABLES**

- Draft & Final Environmental Technical Memorandum, submitted with the Draft & Final 30% Geometric Layout
- Draft & Final Phase I Environmental Site Assessment, submitted with the Draft & Final 30% Geometric Layout
- THC Coordination Letter
- Public Meeting exhibits and handouts

## **130 – ROW DATA**

The ENGINEER shall coordinate with the CITY's ROW Acquisition provider, whose services will be contracted separately with the CITY, and CITY ROW support staff.

The ENGINEER shall coordinate with the CITY's metes and bounds survey and right of entry (ROE) letter provider, whose services will be contracted separately with the CITY.

From best available Williamson County Appraisal District data, the existing ROW width appears to be approximately 40', and the proposed local street section requires a width of 50'. Additionally, the first 1500' of existing CR 199 runs adjacent to Union Pacific Railroad Company ROW to the north, and the final 4000' of existing CR 199 runs adjacent to two, large undeveloped parcels to the east and north, therefore any ROW acquisition is assumed to be from the seven (7) parcels to the south for the first 1500' and the two (2) parcels to the east and north for the final 4000', for a maximum assumed nine (9) parcels to be acquired for the purposes of scoping.

### **130.1 PROPOSED ROW AND EASEMENT IDENTIFICATION**

- The ENGINEER will identify ROW and/or Easements needed for the proposed improvements.

### **130.2 RIGHT OF ENTRY**

- The ENGINEER will review the initial ROE letters to property owners where acquisition is needed, prepared by others.
- The ENGINEER will track the initial attempt to contact property owners for ROE.
- The ENGINEER will assist the CITY and others with subsequent attempts to contact the property owners to obtain ROE as needed.

### **130.3 PROPERTY OWNER ACQUISITION EXHIBITS**

- The ENGINEER will prepare property acquisition exhibits to aid the CITY and CITY's ROW Acquisition provider in meeting with property owners. These exhibits will be placed on an aerial background and show proposed improvements, existing and proposed ROW, owner data and length and area of proposed ROW take.

### **130.4 METES AND BOUNDS SURVEY**

The ENGINEER shall coordinate with the CITY's metes and bounds survey provider, whose services will be contracted separately with the CITY.

- The ENGINEER will review proposed metes and bounds survey as needed.

### **130.5 SUBSURFACE UTILITY ENGINEERING**

The ENGINEER shall coordinate with the CITY's Subsurface Utility Engineering (SUE) provider, whose services will be contracted separately with the CITY.

- The ENGINEER will review and incorporate the existing utility reference file obtained from the SUE provider into the overall plan set.
- The ENGINEER will identify up to seven (7) locations requiring utility potholes and coordinate locations with the SUE provider.

### **130.6 UTILITY COORDINATION**

The ENGINEER shall coordinate with the CITY's Utility coordination provider, whose services will be contracted separately with the CITY.

- The ENGINEER will review the Utility Conflict Matrix (UCM) completed by the Utility coordination provider.
- The ENGINEER will attend utility coordination meetings facilitated by the Utility coordination provider as needed. For the purpose of scoping, a maximum of twelve (12) one (1) hour Virtual meetings, are assumed with one (1) attendee.

### **DELIVERABLES**

- Proposed ROW and Easement data, shown on Draft & Final 30% Geometric Layout (1"=100' roll plot) and 90% and 100% PS&E
- ROE letters for up to nine (9) parcels

## **145 - PROJECT MANAGEMENT**

### **145.1 PROJECT ADMINISTRATION SERVICES**

- Each month, the ENGINEER will submit to the CITY its invoices for services completed and compensation due, arranged by task. For the purposes of scoping, twelve (12) months of invoicing is assumed.
- Each month, and included with the submission of each invoice, the ENGINEER will submit a monthly report of the status of work performed through the end of the previous month. The ENGINEER will summarize decisions or agreements made and will outline unresolved or pending issues requiring the CITY'S involvement or decision. For the purposes of scoping, twelve (12) months of progress reports is assumed.

### **145.2 PROJECT COORDINATION SERVICES**

- The ENGINEER will meet with the CITY and CITY's service providers as needed. For the purpose of scoping, bimonthly two (2) hour virtual meetings, including agenda and meeting minute prep, are assumed for twelve (12) months with two (2) attendees. The ENGINEER will prepare and distribute meeting agendas twenty-four (24) hours before the meeting. The ENGINEER will prepare and distribute meeting minutes within three (3) business days of each meeting.

- The ENGINEER will attend Comment Resolution Meetings after the 30%, 90% and 100% submittals to discuss review comments. For the purpose of scoping, a maximum of three (3) three (3) hour in-person meetings, including travel time and agenda and meeting minute prep, are assumed with two (2) attendees. The ENGINEER will respond in writing to reviewer comments for each submittal. Responses will include explanations for any items in disagreement. The ENGINEER will prepare and distribute meeting minutes within three (3) business days of each meeting.
- The project team will coordinate internally as needed.

### **145.3 QUALITY ASSURANCE/QUALITY CONTROL (QA/QC) SERVICES**

Effort for this task includes QA services only. QC effort is included with individual tasks.

- The ENGINEER will perform QC measures at each milestone deliverable, including 30%, 90% and 100% submittals. The ENGINEER will provide QC markups with each milestone deliverable package.
- The ENGINEER will complete QA checks throughout the project life cycle. QA documentation will be made available to the CITY upon request.

### **DELIVERABLES**

- Invoices and Progress Reports
- Meeting Agendas and Minutes
- QC markups with 30%, 90%, and 100%
- QA documentation upon request

## **150 - DESIGN AND CONSTRUCTION SURVEYS**

### **150.1 DESIGN SURVEY**

The ENGINEER shall coordinate with the CITY's topographic survey provider, whose services will be contracted separately with the CITY.

- The ENGINEER will review and incorporate the existing reference file obtained from the topographic survey provider into the overall plan set.
- The ENGINEER will review and incorporate the horizontal and vertical control sheet obtained from the topographic survey provider into the 90% and 100% plans.

**DELIVERABLES** – n/a

## **160 - ROADWAY DESIGN SERVICES**

### **160.1 GEOMETRIC LAYOUT (30%)**

- The ENGINEER will develop a Geometric Roll Plot Layout depicting plan & profile at 1"=100' scale.
  - The Geometric Layout shall include proposed horizontal and vertical improvements.
  - The ENGINEER shall develop existing and proposed typical sections that depict the number and type of lanes, curb & gutter or shoulders, pedestrian & bicycle facilities, cross slope, clear zone widths, existing ROW limits and proposed pavement section.



- The ENGINEER shall submit electronic copy of the draft Geometric Layout for CITY review and comment.
- The ENGINEER shall incorporate CITY comments and prepare and submit electronic copy of the final Geometric layout for CITY approval.
- The ENGINEER will prepare a preliminary OpenRoads 3D model to verify side slopes meet clear zone requirements as applicable and tie in within existing ROW. The ENGINEER will not submit cross sections with the draft and final 30% Geometric Layout.
- The ENGINEER will prepare a Preliminary Opinion of Probable Construction Cost (OPCC) and submit with the draft and final 30% Geometric Layouts.
- The ENGINEER will prepare the draft 30% Geometric Layout to include roadway geometry/realignment and culvert and detention locations.
- The ENGINEER will submit the draft 30% Geometric Layout to the CITY and meet to review the alignment and geometry and obtain CITY buy-in. Meeting time is included with CITY coordination under different tasks.
- The ENGINEER will update the final 30% Geometric Layout per any input received from the CITY, add preliminary storm sewer design and resubmit to the CITY for final approval.

## **160.2 ROADWAY DESIGN CONTROLS**

- The ENGINEER will refine the proposed horizontal and vertical geometry presented in the preliminary geometric layout.
- The ENGINEER will develop a proposed roadway digital terrain model (DTM) to be used for determination of estimated earthwork quantities.
- The ENGINEER will prepare Roadway PS&E consisting of 90% and 100% milestone submittals to include:
  - Title Sheet (1 sheet)
  - Index of Sheets (1 sheet)
  - Project Layout Sheet at a 1"=200' scale (2 sheets)
  - Existing and Proposed Typical Section Sheets, including width of travel lanes, width of shoulders, ROW width, centerline, profile grade line, pavement structure, side slopes and sodding/seeding limits (2 sheets)
  - General Notes (2 sheets)
  - Removal Layouts at a 1"=50' scale double stacked (6 sheets)
  - Horizontal Alignment Data Sheets (2 sheets)
  - Roadway Plan and Profile Sheets at a scale of 1"=50' H and 1"=10' V. The sheets will include coordinates, superelevation data, stations, horizontal curve data, vertical profile data, elevations of key alignment features, drainage features, utilities, and any other items required for the complete construction of the Project. (11 sheets)
  - Intersection Layout Sheets (4 sheets)
  - Driveway Details as needed (3 sheets)
  - Miscellaneous Roadway Details as needed (1 sheet)
  - Cross-sections at a scale of 1"=20' H and 1"=10' V at 50-foot intervals, which will include proposed roadway, roadside features, existing ground, proposed grading, existing ROW,

- proposed ROW and easements. The horizontal alignment, pavement cross-slope, existing ROW and proposed ROW will be labeled. (60 sheets)
- CITY and TxDOT Standards (10 sheets)
  - Quantity Summary Sheets (3 sheets)

## **DELIVERABLES**

- Draft & Final 30% Geometric Layout (1"=100' roll plot)
- Draft & Final Preliminary OPCC
- 90% and 100% Roadway Plan Sheets and Standards
- Final Electronic Models upon request

## **161 - DRAINAGE DESIGN SERVICES**

In accordance with the City of Hutto's Code of Ordinances, all drainage systems shall be designed in accordance with the City of Round Rock Drainage Criteria Manual (January 2005), City of Hutto Standard Details, and TCEQ Design Criteria in the Texas Administrative Code, as amended. Drainage systems shall be constructed in accordance with the City of Georgetown Specifications and City of Hutto Standard Details. Where a City of Hutto detail does not exist, the applicable Georgetown detail will be used. If there is a conflict between Hutto city ordinance and manual content, Hutto ordinances will prevail.

It appears the project limits are fully contained within the city limits of the City of Hutto. The City of Hutto does not have an environmental criteria manual and does not require water quality treatment of impervious cover with stormwater control measures (SCMs). Therefore, water quality design scope is not included and is an additional service should it become required.

### **161.1 DRAINAGE IMPACT ANALYSIS**

- The ENGINEER will perform a hydrologic impact analysis to compare pre-project conditions peak flows rates to proposed project conditions peak flow rates for all controlling design storms (i.e., NOAA Atlas 14 2-yr, 10-yr, 25-yr, and 100-yr events) at pertinent points of analyses. Based on the results of the analysis, the ENGINEER will evaluate preliminary mitigation measures (if required) to meet the CITY's drainage criteria requirements and provide recommendations for compensatory storage (detention) locations.
- The current topography indicates the proposed project may require two (2) detention ponds. Depending on project constraints, the ENGINEER will develop up to two (2) preliminary detention alternatives for each location with cost estimates and present alternatives on the 30% Geometric Layout and/or preliminary supplemental exhibits as needed.
- The ENGINEER will perform the analyses using the latest version of the USACE HEC-HMS software and incorporate the results of the preliminary designs in the 30% Geometric Layout and cost estimate.
- The ENGINEER will detail the methodologies employed, results and recommendations in a drainage technical memorandum.

### **161.2 CROSS CULVERT SIZING**

The current topography indicates the proposed project will require two (2) cross-drainage structures. The project scope assumes the existing low water crossing approximately 1,000' east of FM 1660 S will be proposed as a bridge class box culvert/low water crossing and will not be upgraded to a bridge structure.

For the purpose of scoping, there is assumed to be no existing H&H model in the area, requiring a new H&H model to be created. If an existing H&H model exists, the ENGINEER will use the existing H&H model.

- Based on the modeling history and assuming two (2) cross-drainage structures, the ENGINEER will prepare the H&H models using the latest versions of the USACE HEC-HMS and HEC-RAS modeling software, as well as the Bently CulvertMaster software to perform the cross culvert sizing. Based on the absence of an effective floodplain model for the creek tributary that crosses the project limits, the scope of this task only includes preparation of a HEC-RAS model far enough downstream of the crossing location to establish a tailwater condition for sizing the cross culvert. If an existing H&H model exists, the ENGINEER will use the existing H&H model.
- The ENGINEER will prepare H&H models and modify existing models if necessary (FEMA National Flood Insurance Program [NFIP], drainage master plans, etc.) to design the cross culvert structure for the project. The H&H models developed for the Project will not be NFIP-compliant and nor shall fully support FEMA regulatory flood hazard map change requests. If this is required, a supplemental agreement will be required.
- In tandem with the H&H modeling, the ENGINEER will perform a preliminary design for the cross-drainage structures, including localized channel improvements immediately upstream and downstream of the cross culvert structures. The ENGINEER will delineate minimum pavement elevations based on controlling design storm flood elevations and ROW requirements for drainage conveyance. The ENGINEER will incorporate the preliminary cross culvert sizing into the 30% Geometric Layout and cost estimate. Upon feedback from the preliminary design, scope for this task also includes final design support of the culvert, including coordination for a National Bridge Inventory (NBI) number for the bridge class culvert.
- The ENGINEER will detail the methodologies employed, results and recommendations in a drainage technical memorandum.

### **161.3 DETENTION POND DESIGN**

- Once preliminary detention alternatives are selected, the ENGINEER will provide final design support of the selected detention approaches.
- If a detention pond is selected as the preferred detention approach, the ENGINEER will incorporate detention pond grading into the overall DTM.

### **161.4 STORM WATER DRAINAGE SYSTEM DESIGN**

It is assumed that the project will use storm sewer to convey onsite and offsite drainage to the two outfalls.

- The ENGINEER shall provide design of roadway storm sewer to convey storm water runoff.
- The ENGINEER will provide the following with the 30% final Geometric Layout
  - Preliminary location and sizing of storm sewer trunkline based on assumed slopes
  - Preliminary location and sizing of storm sewer inlets

- The ENGINEER will provide the following with the 90% and 100% submittals:
  - Drainage Area Maps (7 sheets = 1 Overall + 6 Onsite)
  - Onsite Hydraulic Calculations (3 sheets)
  - Detention Pond Hydraulic Calculations (2 sheets)
  - Storm Sewer Plan & Profile and Laterals (16 sheets = 11 trunkline plan & profile + 5 lateral)
  - Miscellaneous Drainage Details (1 sheet)
  - Detention Pond Grading and Details Sheet (2 sheets)
  - Cross Culvert H&H Data Sheet (2 sheets)
  - Cross Culvert Layout Sheet (2 sheets)
  - CITY and TxDOT Standards (10 sheets)
  - Quantity Summary Sheet (2 sheets)

#### **DELIVERABLES**

- Drainage Technical Memorandum, submitted with the Draft & Final 30% Geometric Layout and Updated with the 90% and 100% Drainage Submittals as Needed
- Preliminary Detention Pond and Cross Culvert Design, shown on Draft & Final 30% Geometric Layout (1"=100' roll plot)
- Supplemental Preliminary Detention Pond Exhibits, if needed, submitted with the Draft & Final 30% Geometric Layout
- Preliminary storm sewer trunkline and inlet design, submitted with the Final 30% Geometric Layout
- 90%, 100% Drainage Plan Sheets and Standards
- Final Electronic Models upon request

### **162 – SIGNING, PAVEMENT MARKINGS AND DELINEATION SERVICES**

#### **162.1 – SIGNING, PAVEMENT MARKINGS AND DELINEATIONS**

- The ENGINEER will prepare signing, pavement marking and delineation design in accordance with the latest version of the Texas Manual on Uniform Traffic Control Devices (TMUTCD) or applicable TxDOT standards.
- The ENGINEER will prepare signing, pavement marking and delineation PS&E, including:
  - Proposed signing, pavement marking and delineation layouts at a scale of 1"=50' scale double stacked (6 sheets)
  - Special small sign panel details utilizing SignCAD, as needed (4 sheets)
  - Summary of Small Signs table utilizing the most current applicable TxDOT standards. No large guide signs are anticipated. (2 sheets)
  - CITY and TxDOT Standards (5 sheets)
  - Quantity Summary Sheets (1 sheet)

#### **DELIVERABLES**

- Preliminary Signing, Pavement Marking and Delineation Design, shown on Draft & Final 30% Geometric Layout (1"=100' roll plot)
- 90% and 100% Signing, Pavement Marking and Delineation Plan Sheets and Standards

- Final Electronic Models upon request

## **163 – MISCELLANEOUS ROADWAY SERVICES**

### **163.1 - TRAFFIC CONTROL PLAN DESIGN SERVICES**

- The ENGINEER will prepare a Traffic Control Plan (TCP). The TCP will be developed in accordance with the most recent version of the TMUTCD. The TCP will identify work areas, temporary paving, temporary shoring, signing, detour alignment, barricades, temporary drainage structures, temporary retaining walls and other TCP related items, as required.
- The ENGINEER will prepare TCP PS&E, including:
  - Sequence of Work and Narrative (1 sheet)
  - Advance Warning Sign Layouts (1 sheet)
  - TCP Typical Sections (2 phases) (2 sheets)
  - TCP layouts, at a 1"=50' scale double stacked (2 phases) (12 sheets)
  - CITY and TxDOT Standards (15 sheets)
  - Quantity Summary Sheets (1 sheet)

### **163.2 - STORM WATER MANAGEMENT PLAN AND TREE PRESERVATION SERVICES**

- The ENGINEER will develop a Storm Water Pollution Prevention Plan (SW3P) design based on CITY and TxDOT standards.
- The ENGINEER will develop tree protection plans based on the CITY Tree Protection Ordinance.
- The ENGINEER will prepare SW3P PS&E, including:
  - SW3P Summary Sheets using TxDOT Standards (2 sheet)
  - Environmental Permits, Issues, and Commitments (EPIC) sheet using TxDOT Standards (1 sheet)
  - SW3P Layouts at a scale of 1"=50' double stacked (6 sheets)
  - Tree Inventory Summary Table listing the tree ID, type and size (1 sheet)
  - Tree Protection Layouts at a scale of 1"=50' double stacked (6 sheets)
  - CITY and TxDOT Standards (3 sheets)
  - Quantity Summary Sheets (1 sheet)

### **163.3 - SUPPLEMENTAL PS&E DOCUMENTS**

- The ENGINEER will prepare accompanying documents to supplement the PS&E, including:
  - OPCC
  - Request for design exceptions or waivers, if needed
  - Contract Time Determination (CTD) schedule utilizing the Critical path Method (CPM) in Microsoft Project or Excel.
  - Project Manual, including standard general provisions, instructions to bidders, bid forms, applicable prevailing wage rates, standard and special specifications, special provisions, general notes, and any other information required for complete construction of the Project.
  - Proof of project registration with the Texas Department of Licensing and Regulation (TDLR). The ENGINEER will engage a Registered Accessibility Specialist (RAS) to register the project



with the TDLR and perform Preliminary and Final reviews with the 90% and 100% submittals, respectively, to verify compliance with the Texas Accessibility Standards (TAS).

## **DELIVERABLES**

- 90% and 100% TCP Sheets and Standards
- 90% and 100% SW3P Plan Sheets and Standards
- Final Electronic Models upon request
- OPCC
- Request for exceptions or waivers, if needed
- CTD
- Project Manual
- Proof of project registration with TDLR

## **SUBMITTAL REQUIREMENTS**

The ENGINEER will provide the following final deliverables to the CITY. The submittals will include the following:

- Draft 30% Geometric Layout:
  - Design Summary Report
  - Draft Geotechnical Report
  - Draft Environmental Technical Memorandum
  - Draft Phase I Environmental Site Assessment
  - Draft Geometric Layout (1"=100' roll plot)
  - Draft Drainage Technical Memorandum
  - Preliminary OPCC
  - QA/QC Documentation
- Final 30% Geometric Layout:
  - Design Summary Report
  - Final Geotechnical Report
  - Final Environmental Technical Memorandum
  - Final Phase I Environmental Site Assessment
  - Final Geometric Layout (1"=100' roll plot)
  - Final Drainage Technical Memorandum
  - Preliminary OPCC
  - QA/QC Documentation
- 90% PS&E Submittal:
  - Title Sheet
  - Index of Sheets
  - Project Layout Sheets
  - Existing & Proposed Typical Sections
  - General Notes
  - Quantity Summary Sheets
  - Small Sign Details

- Sequence of Work and Narrative
- Advanced Warning Signs
- TCP Typical Sections
- TCP Layouts
- TCP Standards
- Survey Control
- Removal Layouts
- Horizontal Alignment Data Sheets
- Roadway Plan & Profile Sheets
- Intersection Layouts
- Driveway Details
- Miscellaneous Roadway Details
- Roadway Standards
- Overall Drainage Area Map
- Onsite Drainage Area Maps
- Onsite Hydraulic Calculation Sheets
- Detention Pond Hydraulic Calculations
- Storm Sewer Plan & Profile and Laterals Sheets
- Miscellaneous Drainage Details
- Detention Pond Grading and Details Sheets
- Cross Culvert H&H Data Sheets
- Cross Culvert Layout Sheets
- Drainage Standards
- Signing, Pavement Marking & Delineation Layouts
- Signing, Pavement Marking & Delineation Standards
- SW3P Summary Sheets
- EPIC
- SW3P Layouts
- Tree Inventory Summary Table
- Tree Protection Details
- SW3P/Environmental Standards
- Roadway Cross-Sections
- Updated Drainage Tech Memo
- OPCC
- Request for exceptions or waivers, if needed
- CTD
- Draft Project Manual
- Proof of project registration with TDLR
- 100% Submittal:
  - Signed and sealed update of 90% Items

|                                                                                    |  |  |  |                            |    |         |
|------------------------------------------------------------------------------------|--|--|--|----------------------------|----|---------|
| <b>CR 199 Reconstruction</b><br><b>9/20/2023</b><br><b>Detailed Cost Breakdown</b> |  |  |  | <b>Project Fee Summary</b> |    |         |
|                                                                                    |  |  |  | <b>Basic Services</b>      | \$ | 831,016 |
|                                                                                    |  |  |  | <b>Special Services</b>    | \$ | -       |
|                                                                                    |  |  |  | <b>Total Project</b>       | \$ | 831,016 |

| Tasks |       |                 |                  |                                                                 |                             |               |                      |                    |                 |                       |             |                   |             |                  |             |
|-------|-------|-----------------|------------------|-----------------------------------------------------------------|-----------------------------|---------------|----------------------|--------------------|-----------------|-----------------------|-------------|-------------------|-------------|------------------|-------------|
| Phase | Task  | Activity        | Basic or Special | Task Description                                                | Andrea Bryant               | Chris Trevino | Karla Madriles-Ortiz | Ping Zhong         | Attila Fogarasi | Sandip Gordhan Faldut | Nana Zhu    | Christopher Sison | Jay Scanlon | Blaine Laechelin | Will Huff   |
|       |       |                 |                  |                                                                 | Project Manager/ Roadway PE | Roadway SA/QC | Roadway EIT          | Junior Roadway CAD | Senior CAD      | Senior Traffic PE     | Traffic EIT | Junior Planner    | Drainage SA | Drainage QC      | Drainage PE |
|       |       |                 |                  |                                                                 | \$234                       | \$175         | \$155                | \$108              | \$200           | \$267                 | \$155       | \$127             | \$267       | \$200            | \$200       |
|       |       |                 |                  | <b>110 - ROUTE DESIGN AND STUDIES</b>                           |                             |               |                      |                    |                 |                       |             |                   |             |                  |             |
| 01    | 110.1 | PM / Production | Basic            | ROADWAY DATA COLLECTION AND FIELD RECONNAISSANCE                |                             |               |                      |                    |                 |                       |             |                   |             |                  |             |
|       |       |                 |                  | PROJECT NOTEBOOK AND FILE SET UP                                | 4                           |               | 24                   | 16                 |                 |                       |             |                   |             |                  |             |
|       |       |                 |                  | DATA COLLECTION AND REVIEW                                      | 12                          |               | 32                   |                    |                 |                       |             |                   |             |                  |             |
|       |       |                 |                  | ROADWAY SITE VISITS AND FIELD RECONNAISSANCE                    | 12                          |               | 12                   |                    |                 |                       |             |                   |             |                  | 8           |
|       |       |                 |                  | PREPARE RECONNAISSANCE LAYOUTS, NOTES AND PHOTOGRAPHIC RECORDS  |                             |               | 4                    | 4                  |                 |                       |             |                   |             |                  |             |
| 01    | 110.2 | PM / Production | Basic            | DEVELOP ROADWAY DESIGN CRITERIA & PREPARE DSR                   |                             |               |                      |                    |                 |                       |             |                   |             |                  |             |
|       |       |                 |                  | REVIEW PROJECT AGAINST CITY OF HUTTO & TXDOT CRITERIA           | 4                           |               | 4                    |                    |                 |                       |             |                   |             |                  | 4           |
|       |       |                 |                  | PREPARE DESIGN SUMMARY REPORT                                   | 2                           |               | 12                   |                    |                 |                       |             |                   |             |                  | 2           |
|       |       |                 |                  | COORDINATE WITH CITY FOR DESIGN CRITERIA CONCURRENCE            | 4                           |               | 4                    |                    |                 |                       |             |                   |             |                  |             |
| 01    | 110.3 | PM / Production | Basic            | EXISTING AND PROPOSED TRAFFIC ANALYSIS                          |                             |               |                      |                    |                 |                       |             |                   |             |                  |             |
|       |       |                 |                  | COLLECT EXISTING TRAFFIC COUNTS                                 | 2                           |               | 2                    |                    |                 |                       |             |                   |             |                  |             |
|       |       |                 |                  | PROPOSED INTERSECTION TRAFFIC ANALYSIS                          | 4                           |               | 16                   |                    |                 | 60                    | 80          |                   |             |                  |             |
| 01    | 110.4 | PM / Production | Basic            | GEOTECHNICAL INVESTIGATION AND FIELD WORK                       | 24                          |               | 40                   |                    |                 |                       |             |                   |             |                  |             |
|       |       |                 |                  | <b>120 - SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES</b>         |                             |               |                      |                    |                 |                       |             |                   |             |                  |             |
| 01    | 120.1 | PM / Production | Basic            | ENVIRONMENTAL DATA COLLECTION AND FIELD RECONNAISSANCE          | 4                           |               |                      |                    |                 |                       |             |                   |             |                  |             |
|       |       |                 |                  | DESKTOP SURVEY                                                  |                             |               |                      |                    |                 |                       |             |                   |             |                  |             |
|       |       |                 |                  | FIELD SURVEY                                                    |                             |               |                      |                    |                 |                       |             |                   |             |                  |             |
|       |       |                 |                  | ENVIRONMENTAL CONSTRAINTS MEMO                                  |                             |               |                      |                    |                 |                       |             |                   |             |                  |             |
|       |       |                 |                  | THC COORDINATION                                                |                             |               |                      |                    |                 |                       |             |                   |             |                  |             |
|       |       |                 |                  | QC                                                              |                             |               |                      |                    |                 |                       |             |                   |             |                  |             |
| 01    | 120.2 | PM / Production | Basic            | PHASE I ENVIRONMENTAL SITE ASSESSMENT                           | 4                           |               |                      |                    |                 |                       |             |                   |             |                  |             |
|       |       |                 |                  | PHASE 1 ESA                                                     |                             |               |                      |                    |                 |                       |             |                   |             |                  |             |
| 01    | 120.3 | PM / Production | Basic            | PUBLIC INVOLVEMENT                                              |                             |               |                      |                    |                 |                       |             |                   |             |                  |             |
|       |       |                 |                  | PUBLIC MEETING ATTENDANCE                                       | 5                           |               | 5                    |                    |                 |                       |             |                   |             |                  |             |
|       |       |                 |                  | EXHIBIT AND HANDOUT PREP AND REPRODUCTION                       | 4                           |               | 16                   | 24                 |                 |                       |             | 12                |             |                  |             |
|       |       |                 |                  | <b>130 - ROW DATA</b>                                           |                             |               |                      |                    |                 |                       |             |                   |             |                  |             |
| 01    | 130.1 | PM / Production | Basic            | PROPOSED ROW AND EASEMENT IDENTIFICATION                        | 4                           |               | 12                   | 8                  |                 |                       |             |                   |             |                  |             |
| 01    | 130.2 | PM / Production | Basic            | RIGHT OF ENTRY                                                  | 8                           |               | 8                    |                    |                 |                       |             |                   |             |                  |             |
| 01    | 130.3 | PM / Production | Basic            | PROPERTY OWNER ACQUISITION EXHIBITS                             | 8                           |               | 40                   | 20                 |                 |                       |             |                   |             |                  |             |
| 01    | 130.4 | PM / Production | Basic            | METES AND BOUNDS SURVEY                                         | 4                           |               | 16                   |                    |                 |                       |             |                   |             |                  |             |
| 01    | 130.5 | PM / Production | Basic            | SUBSURFACE UTILITY ENGINEERING                                  | 8                           |               | 8                    |                    | 4               |                       |             |                   |             |                  |             |
| 01    | 130.6 | PM / Production | Basic            | UTILITY COORDINATION                                            | 6                           |               | 6                    |                    |                 |                       |             |                   |             |                  |             |
|       |       |                 |                  | <b>145 - PROJECT MANAGEMENT</b>                                 |                             |               |                      |                    |                 |                       |             |                   |             |                  |             |
| 01    | 145.1 | PM / Production | Basic            | PROJECT ADMINISTRATION SERVICES                                 |                             |               |                      |                    |                 |                       |             |                   |             |                  |             |
|       |       |                 |                  | INVOICES AND MONTHLY PROGRESS REPORTS (12 MONTHS)               | 12                          |               | 6                    |                    |                 |                       |             |                   |             |                  |             |
| 01    | 145.2 | PM / Production | Basic            | PROJECT COORDINATION SERVICES                                   |                             |               |                      |                    |                 |                       |             |                   |             |                  |             |
|       |       |                 |                  | CITY COORDINATION (12 MONTHS)                                   | 48                          |               | 48                   |                    |                 |                       |             |                   |             |                  |             |
|       |       |                 |                  | COMMENT RESOLUTION MEETINGS (30%, 90%, 100%) & COMMENT RESPONSE | 14                          |               | 14                   |                    |                 |                       |             |                   |             |                  |             |
|       |       |                 |                  | TEAM COORDINATION                                               | 40                          |               | 40                   | 40                 |                 |                       |             |                   |             | 8                | 18          |
| 01    | 145.3 | SA / QA         | Basic            | QA/QC                                                           | 10                          |               | 10                   |                    |                 |                       |             |                   |             |                  |             |
|       |       |                 |                  | <b>150 - DESIGN AND CONSTRUCTION SURVEYS</b>                    |                             |               |                      |                    |                 |                       |             |                   |             |                  |             |
| 01    | 150.1 | PM / Production | Basic            | DESIGN SURVEY                                                   | 4                           |               | 4                    |                    | 16              |                       |             |                   |             |                  |             |
|       |       |                 |                  | <b>160 - ROADWAY DESIGN</b>                                     |                             |               |                      |                    |                 |                       |             |                   |             |                  |             |
| 01    | 160.1 | PM / Production | Basic            | GEOMETRIC LAYOUT (30%)                                          |                             |               |                      |                    |                 |                       |             |                   |             |                  |             |
|       |       |                 |                  | DEVELOP DRAFT GEOMETRIC ROLL PLOT                               | 24                          |               | 160                  | 160                |                 |                       |             |                   |             |                  |             |
|       |       |                 |                  | INCORPORATE COMMENTS AND DEVELOP FINAL GEOMETRIC LAYOUT         | 20                          |               | 60                   | 60                 |                 |                       |             |                   |             |                  |             |
|       |       |                 |                  | PREPARE 3D OPENROADS MODEL                                      | 24                          |               | 60                   |                    |                 |                       |             |                   |             |                  |             |
|       |       |                 |                  | PREPARE PRELIMINARY OPCC                                        | 8                           |               | 20                   | 20                 |                 |                       |             |                   |             |                  |             |
|       |       |                 |                  | QC                                                              |                             | 20            |                      |                    |                 |                       |             |                   |             |                  |             |

|                                                               |  |  |  |                     |    |         |  |
|---------------------------------------------------------------|--|--|--|---------------------|----|---------|--|
| CR 199 Reconstruction<br>9/20/2023<br>Detailed Cost Breakdown |  |  |  | Project Fee Summary |    |         |  |
|                                                               |  |  |  | Basic Services      | \$ | 831,016 |  |
|                                                               |  |  |  | Special Services    | \$ | -       |  |
|                                                               |  |  |  | Total Project       | \$ | 831,016 |  |

| Tasks |       |                 |                  |                                                                  |                                |               |                      |                       |                 |                      |             |                   |             |                  |             |
|-------|-------|-----------------|------------------|------------------------------------------------------------------|--------------------------------|---------------|----------------------|-----------------------|-----------------|----------------------|-------------|-------------------|-------------|------------------|-------------|
| Phase | Task  | Activity        | Basic or Special | Task Description                                                 | Andrea Bryant                  | Chris Trevino | Karla Madriles-Ortiz | Ping Zhong            | Attila Fogarasi | Sandip Gordhan Faldu | Nana Zhu    | Christopher Sison | Jay Scanlon | Blaine Laechelin | Will Huff   |
|       |       |                 |                  |                                                                  | Project Manager/<br>Roadway PE | Roadway SA/QC | Roadway EIT          | Junior Roadway<br>CAD | Senior CAD      | Senior Traffic PE    | Traffic EIT | Junior Planner    | Drainage SA | Drainage QC      | Drainage PE |
|       |       |                 |                  |                                                                  | \$234                          | \$175         | \$155                | \$108                 | \$200           | \$267                | \$155       | \$127             | \$267       | \$200            | \$200       |
| 01    | 160.2 | PM / Production | Basic            | ROADWAY DESIGN CONTROLS                                          |                                |               |                      |                       |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  | DESIGN REFINEMENT                                                | 40                             |               | 80                   |                       |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  | DTM & EARTHWORK DEVELOPMENT                                      | 16                             |               | 40                   |                       |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  | TITLE SHEET (1 SHEET)                                            | 2                              |               | 8                    | 8                     |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  | INDEX (1 SHEET)                                                  | 2                              |               | 8                    | 12                    |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  | PROJECT LAYOUT (2 SHEETS)                                        | 2                              |               | 8                    | 20                    |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  | TYPICAL SECTIONS (2 SHEETS)                                      | 2                              |               | 8                    | 20                    |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  | GENERAL NOTES (2 SHEETS)                                         | 4                              |               | 8                    | 8                     |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  | REMOVAL LAYOUTS (6 SHEETS)                                       | 4                              |               | 30                   | 40                    |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  | HORIZONTAL ALIGNMENT DATA (2 SHEETS)                             | 2                              |               | 8                    | 12                    |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  | ROADWAY P&P (11 SHEETS)                                          | 12                             |               | 60                   | 80                    |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  | INTERSECTION LAYOUT (4 SHEETS)                                   | 8                              |               | 60                   | 60                    |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  | DRIVEWAY DETAILS (3 SHEETS)                                      | 4                              |               | 16                   | 16                    |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  | MISC ROADWAY DETAILS (1 SHEET)                                   | 4                              |               | 8                    | 8                     |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  | CROSS SECTIONS (60 SHEETS)                                       | 20                             |               | 60                   | 120                   |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  | STANDARDS (10 SHEETS)                                            | 2                              |               | 8                    | 16                    |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  | QUANTITY SUMMARY SHEETS (3 SHEETS)                               | 2                              |               | 20                   | 8                     |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  | QC                                                               |                                | 48            |                      |                       |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  |                                                                  |                                |               |                      |                       |                 |                      |             |                   |             |                  |             |
| 01    | 161.1 | PM / Production | Basic            | <b>161 - DRAINAGE DESIGN SERVICES</b>                            |                                |               |                      |                       |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  | DRAINAGE IMPACT ANALYSIS                                         |                                |               |                      |                       |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  | H&H MODELING AND IMPACT ANALYSIS                                 | 2                              |               | 4                    |                       |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  | PRELIMINARY DETENTION ALTERNATIVES                               | 2                              |               | 4                    |                       |                 |                      |             |                   |             |                  | 28          |
|       |       |                 |                  | TECHNICAL MEMORANDUM                                             | 2                              |               | 4                    |                       |                 |                      |             |                   |             |                  | 8           |
| 01    | 161.2 | PM / Production | Basic            | QC                                                               |                                |               |                      |                       |                 |                      |             |                   | 4           | 16               |             |
|       |       |                 |                  | CROSS CULVERT SIZING                                             |                                |               |                      |                       |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  | H&H MODELING AND PRELIMINARY SIZING                              | 2                              |               | 4                    |                       |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  | FINAL DESIGN SUPPORT                                             | 2                              |               | 4                    |                       |                 |                      |             |                   |             |                  | 12          |
|       |       |                 |                  | QC                                                               |                                |               |                      |                       |                 |                      |             |                   | 4           | 12               |             |
| 01    | 161.3 | PM / Production | Basic            | DETENTION POND DESIGN                                            |                                |               |                      |                       |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  | FINAL DESIGN SUPPORT                                             | 8                              |               | 40                   |                       |                 |                      |             |                   |             |                  | 60          |
|       |       |                 |                  | QC                                                               |                                |               |                      |                       |                 |                      |             |                   |             | 16               |             |
| 01    | 161.4 | PM / Production | Basic            | <b>STORM WATER DRAINAGE SYSTEM DESIGN</b>                        |                                |               |                      |                       |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  | DRAINAGE AREA MAPS (OVERALL & ONSITE) (7 SHEETS)                 | 4                              |               | 20                   | 40                    |                 |                      |             |                   |             |                  | 4           |
|       |       |                 |                  | ONSITE HYDRAULIC CALCULATIONS (3 SHEETS)                         | 4                              |               | 8                    | 12                    |                 |                      |             |                   |             |                  | 4           |
|       |       |                 |                  | DETENTION CALCULATIONS (2 SHEETS)                                | 2                              |               |                      | 12                    |                 |                      |             |                   |             |                  | 4           |
|       |       |                 |                  | STORM SEWER SHEETS (16 SHEETS)                                   | 16                             |               | 120                  | 80                    |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  | MISC DRAINAGE DETAILS (1 SHEET)                                  | 2                              |               | 8                    | 12                    |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  | DETENTION POND GRADING DETAILS (2 SHEETS)                        | 2                              |               | 24                   | 32                    |                 |                      |             |                   |             |                  | 4           |
|       |       |                 |                  | CROSS CULVERT H&H SHEET (2 SHEETS)                               | 2                              |               |                      | 24                    |                 |                      |             |                   |             |                  | 4           |
|       |       |                 |                  | CROSS CULVERT LAYOUT SHEET (2 SHEETS)                            | 8                              |               | 20                   | 40                    |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  | STANDARDS (10 SHEETS)                                            | 2                              |               | 4                    | 8                     |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  | QUANTITY SUMMARY SHEETS (2 SHEETS)                               | 2                              |               | 12                   | 8                     |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  | QC                                                               |                                |               |                      |                       |                 |                      |             |                   | 4           | 16               |             |
|       |       |                 |                  |                                                                  |                                |               |                      |                       |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  |                                                                  |                                |               |                      |                       |                 |                      |             |                   |             |                  |             |
| 01    | 162.1 | PM / Production | Basic            | <b>162 - SIGNING, PAVEMENT MARKINGS AND DELINEATION SERVICES</b> |                                |               |                      |                       |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  | SIGNING, PAVEMENT MARKINGS AND DELINEATION                       |                                |               |                      |                       |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  | DESIGN                                                           | 8                              |               | 60                   |                       |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  | LAYOUTS (6 SHEETS)                                               | 4                              |               | 20                   | 60                    |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  | SIGNCAD DETAILS (4 SHEETS)                                       | 2                              |               | 8                    | 20                    |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  | SUMMARY OF SMALL SIGNS (2 SHEETS)                                | 2                              |               | 8                    | 4                     |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  | STANDARDS (5 SHEETS)                                             | 2                              |               | 2                    | 4                     |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  | QUANTITY SUMMARY (1 SHEET)                                       | 2                              |               | 8                    | 4                     |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  | QC                                                               |                                | 12            |                      |                       |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  |                                                                  |                                |               |                      |                       |                 |                      |             |                   |             |                  |             |
| 01    | 163.1 | PM / Production | Basic            | <b>163 - MISCELLANEOUS ROADWAY SERVICES</b>                      |                                |               |                      |                       |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  | TRAFFIC CONTROL PLAN DESIGN SERVICES                             |                                |               |                      |                       |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  | DESIGN                                                           | 16                             |               | 120                  |                       |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  | SEQUENCE OF WORK AND NARRATIVE (1 SHEET)                         | 2                              |               | 8                    | 4                     |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  | ADVANCE WARNING SIGN LAYOUTS (1 SHEET)                           | 2                              |               | 8                    | 8                     |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  | TYPICAL SECTIONS (2 SHEETS)                                      | 2                              |               | 20                   | 16                    |                 |                      |             |                   |             |                  |             |
|       |       |                 |                  | LAYOUTS (12 SHEETS)                                              | 8                              |               | 60                   | 60                    |                 |                      |             |                   |             |                  |             |

|                                                               |                     |            |
|---------------------------------------------------------------|---------------------|------------|
| CR 199 Reconstruction<br>9/20/2023<br>Detailed Cost Breakdown | Project Fee Summary |            |
|                                                               | Basic Services      | \$ 831,016 |
|                                                               | Special Services    | \$ -       |
|                                                               | Total Project       | \$ 831,016 |

| Tasks                  |       |                 |                  |                                                            |                                |               |                      |                       |                 |                      |             |                   |             |                  |             |
|------------------------|-------|-----------------|------------------|------------------------------------------------------------|--------------------------------|---------------|----------------------|-----------------------|-----------------|----------------------|-------------|-------------------|-------------|------------------|-------------|
| Phase                  | Task  | Activity        | Basic or Special | Task Description                                           | Andrea Bryant                  | Chris Trevino | Karla Madriles-Ortiz | Ping Zhong            | Attila Fogarasi | Sandip Gordhan Faldu | Nana Zhu    | Christopher Sison | Jay Scanlon | Blaine Laechelin | Will Huff   |
|                        |       |                 |                  |                                                            | Project Manager/<br>Roadway PE | Roadway SA/QC | Roadway EIT          | Junior Roadway<br>CAD | Senior CAD      | Senior Traffic PE    | Traffic EIT | Junior Planner    | Drainage SA | Drainage QC      | Drainage PE |
|                        |       |                 |                  | STANDARDS (15 SHEETS)                                      | \$234                          | \$175         | \$155                | \$108                 | \$200           | \$267                | \$155       | \$127             | \$267       | \$200            | \$200       |
|                        |       |                 |                  | QUANTITY SUMMARY (1 SHEET)                                 | 2                              |               | 2                    | 8                     |                 |                      |             |                   |             |                  |             |
|                        |       |                 |                  | QC                                                         | 2                              | 12            | 8                    | 4                     |                 |                      |             |                   |             |                  |             |
| 01                     | 163.2 | PM / Production | Basic            | STORM WATER MANAGEMENT PLAN AND TREE PRESERVATION SERVICES |                                |               |                      |                       |                 |                      |             |                   |             |                  |             |
|                        |       |                 |                  | SW3P DESIGN                                                | 16                             |               | 40                   | 60                    |                 |                      |             |                   |             |                  |             |
|                        |       |                 |                  | TREE PROTECTION PLAN                                       | 4                              |               | 8                    |                       |                 |                      |             |                   |             |                  |             |
|                        |       |                 |                  | SW3P SUMMARY SHEET (2 SHEETS)                              | 2                              |               | 4                    | 4                     |                 |                      |             |                   |             |                  |             |
|                        |       |                 |                  | EPIC SHEET (1 SHEET)                                       | 2                              |               | 4                    | 2                     |                 |                      |             |                   |             |                  |             |
|                        |       |                 |                  | SW3P LAYOUTS (6 SHEETS)                                    | 2                              |               | 28                   | 32                    |                 |                      |             |                   |             |                  |             |
|                        |       |                 |                  | TREE PROTECTION SUMMARY TABLE (1 SHEET)                    | 2                              |               | 4                    | 4                     |                 |                      |             |                   |             |                  |             |
|                        |       |                 |                  | TREE PROTECTION LAYOUTS (6 SHEETS)                         | 2                              |               | 8                    | 12                    |                 |                      |             |                   |             |                  |             |
|                        |       |                 |                  | STANDARDS (3 SHEETS)                                       | 2                              |               | 2                    | 6                     |                 |                      |             |                   |             |                  |             |
|                        |       |                 |                  | QUANTITY SUMMARY (1 SHEET)                                 | 2                              |               | 8                    | 4                     |                 |                      |             |                   |             |                  |             |
|                        |       |                 |                  | QC                                                         |                                | 12            |                      |                       |                 |                      |             |                   |             |                  |             |
| 01                     | 163.3 | PM / Production | Basic            | SUPPLEMENTAL PS&E DOCUMENTS                                |                                |               |                      |                       |                 |                      |             |                   |             |                  |             |
|                        |       |                 |                  | OPCC                                                       | 16                             |               | 28                   |                       |                 |                      |             |                   |             |                  |             |
|                        |       |                 |                  | DESIGN WAIVERS/EXCEPTIONS                                  | 8                              |               |                      |                       |                 |                      |             |                   |             |                  | 4           |
|                        |       |                 |                  | CTD                                                        | 8                              |               | 32                   |                       |                 |                      |             |                   |             |                  |             |
|                        |       |                 |                  | PROJECT MANUAL                                             | 32                             |               | 32                   |                       |                 |                      |             |                   |             |                  | 12          |
|                        |       |                 |                  | TDLR                                                       | 4                              |               |                      |                       |                 |                      |             |                   |             |                  |             |
|                        |       |                 |                  | QC                                                         |                                | 16            |                      |                       |                 |                      |             |                   |             |                  |             |
| Total Hours / Quantity |       |                 |                  |                                                            | 671                            | 120           | 1,919                | 1,364                 | 20              | 60                   | 80          | 12                | 12          | 68               | 176         |
| Total Effort           |       |                 |                  |                                                            | \$ 157,014                     | \$ 21,000     | \$ 297,445           | \$ 147,312            | \$ 4,000        | \$ 16,020            | \$ 12,400   | \$ 1,524          | \$ 3,204    | \$ 13,600        | \$ 35,200   |



**CR 199 Reconstruction**  
**9/20/2023**  
**Detailed Cost Breakdown**

| Tasks |       |                 |                  |                                                                 | Labor          |                   |                   |               |           |            |             |               |             |            |                    |
|-------|-------|-----------------|------------------|-----------------------------------------------------------------|----------------|-------------------|-------------------|---------------|-----------|------------|-------------|---------------|-------------|------------|--------------------|
| Phase | Task  | Activity        | Basic or Special | Task Description                                                | Parker Kallman | Andrew Swynenberg | Katherine Burnett | Will Workman  | Tom Dixon | Kara Marks | Tam Tran    | Kelsey Calvez | CJ Sellers  | Brian King | Marissa Mendoza    |
|       |       |                 |                  |                                                                 | Drainage EIT   | Drainage PE       | Drainage EIT      | Structural PE | Env SA/QC | Env Lead   | Env Support | Env Support   | Env Support | Env GIS    | Project Controller |
|       |       |                 |                  | <b>110 - ROUTE DESIGN AND STUDIES</b>                           | \$155          | \$200             | \$155             | \$234         | \$234     | \$200      | \$173       | \$173         | \$127       | \$200      | \$165              |
| 01    | 110.1 | PM / Production | Basic            | ROADWAY DATA COLLECTION AND FIELD RECONNAISSANCE                |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | PROJECT NOTEBOOK AND FILE SET UP                                |                |                   |                   |               |           |            |             |               |             |            | 24                 |
|       |       |                 |                  | DATA COLLECTION AND REVIEW                                      | 8              |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | ROADWAY SITE VISITS AND FIELD RECONNAISSANCE                    |                |                   | 8                 |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | PREPARE RECONNAISSANCE LAYOUTS, NOTES AND PHOTOGRAPHIC RECORDS  |                |                   | 4                 |               |           |            |             |               |             |            |                    |
| 01    | 110.2 | PM / Production | Basic            | DEVELOP ROADWAY DESIGN CRITERIA & PREPARE DSR                   |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | REVIEW PROJECT AGAINST CITY OF HUTTO & TXDOT CRITERIA           |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | PREPARE DESIGN SUMMARY REPORT                                   |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | COORDINATE WITH CITY FOR DESIGN CRITERIA CONCURRENCE            |                |                   |                   |               |           |            |             |               |             |            |                    |
| 01    | 110.3 | PM / Production | Basic            | EXISTING AND PROPOSED TRAFFIC ANALYSIS                          |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | COLLECT EXISTING TRAFFIC COUNTS                                 |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | PROPOSED INTERSECTION TRAFFIC ANALYSIS                          |                |                   |                   |               |           |            |             |               |             |            |                    |
| 01    | 110.4 | PM / Production | Basic            | GEOTECHNICAL INVESTIGATION AND FIELD WORK                       |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | <b>120 - SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES</b>         |                |                   |                   |               |           |            |             |               |             |            |                    |
| 01    | 120.1 | PM / Production | Basic            | ENVIRONMENTAL DATA COLLECTION AND FIELD RECONNAISSANCE          |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | DESKTOP SURVEY                                                  |                |                   |                   |               |           |            | 4           | 4             |             |            |                    |
|       |       |                 |                  | FIELD SURVEY                                                    |                |                   |                   |               |           |            | 4           | 4             |             |            |                    |
|       |       |                 |                  | ENVIRONMENTAL CONSTRAINTS MEMO                                  |                |                   |                   |               |           |            | 12          | 4             |             |            |                    |
|       |       |                 |                  | THC COORDINATION                                                |                |                   |                   |               |           |            |             |               | 12          | 8          |                    |
|       |       |                 |                  | QC                                                              |                |                   |                   |               | 2         |            |             |               |             | 8          |                    |
| 01    | 120.2 | PM / Production | Basic            | PHASE I ENVIRONMENTAL SITE ASSESMENT                            |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | PHASE 1 ESA                                                     |                |                   |                   |               |           | 24         |             |               |             |            |                    |
| 01    | 120.3 | PM / Production | Basic            | PUBLIC INVOLVEMENT                                              |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | PUBLIC MEETING ATTENDANCE                                       |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | EXHIBIT AND HANDOUT PREP AND REPRODUCTION                       |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | <b>130 - ROW DATA</b>                                           |                |                   |                   |               |           |            |             |               |             |            |                    |
| 01    | 130.1 | PM / Production | Basic            | PROPOSED ROW AND EASEMENT IDENTIFICATION                        | 12             |                   |                   |               |           |            |             |               |             |            |                    |
| 01    | 130.2 | PM / Production | Basic            | RIGHT OF ENTRY                                                  |                |                   |                   |               |           |            |             |               |             |            |                    |
| 01    | 130.3 | PM / Production | Basic            | PROPERTY OWNER ACQUISITION EXHIBITS                             |                |                   |                   |               |           |            |             |               |             |            |                    |
| 01    | 130.4 | PM / Production | Basic            | METES AND BOUNDS SURVEY                                         |                |                   |                   |               |           |            |             |               |             |            |                    |
| 01    | 130.5 | PM / Production | Basic            | SUBSURFACE UTILITY ENGINEERING                                  |                |                   |                   |               |           |            |             |               |             |            |                    |
| 01    | 130.6 | PM / Production | Basic            | UTILITY COORDINATION                                            |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | <b>145 - PROJECT MANAGEMENT</b>                                 |                |                   |                   |               |           |            |             |               |             |            |                    |
| 01    | 145.1 | PM / Production | Basic            | PROJECT ADMINISTRATION SERVICES                                 |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | INVOICES AND MONTHLY PROGRESS REPORTS (12 MONTHS)               |                |                   |                   |               |           |            |             |               |             |            |                    |
| 01    | 145.2 | PM / Production | Basic            | PROJECT COORDINATION SERVICES                                   |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | CITY COORDINATION (12 MONTHS)                                   |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | COMMENT RESOLUTION MEETINGS (30%, 90%, 100%) & COMMENT RESPONSE |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | TEAM COORDINATION                                               | 18             | 18                | 18                |               |           |            | 20          |               |             |            |                    |
| 01    | 145.3 | SA / QA         | Basic            | QA/QC                                                           |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | <b>150 - DESIGN AND CONSTRUCTION SURVEYS</b>                    |                |                   |                   |               |           |            |             |               |             |            |                    |
| 01    | 150.1 | PM / Production | Basic            | DESIGN SURVEY                                                   |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | <b>160 - ROADWAY DESIGN</b>                                     |                |                   |                   |               |           |            |             |               |             |            |                    |
| 01    | 160.1 | PM / Production | Basic            | GEOMETRIC LAYOUT (30%)                                          |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | DEVELOP DRAFT GEOMETRIC ROLL PLOT                               |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | INCORPORATE COMMENTS AND DEVELOP FINAL GEOMETRIC LAYOUT         |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | PREPARE 3D OPENROADS MODEL                                      |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | PREPARE PRELIMINARY OPCC                                        |                |                   | 4                 |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | QC                                                              |                |                   |                   |               |           |            |             |               |             |            |                    |

**CR 199 Reconstruction**  
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| Tasks |       |                 |                  |                                                           | Labor          |                   |                   |               |           |            |             |               |             |            |                    |
|-------|-------|-----------------|------------------|-----------------------------------------------------------|----------------|-------------------|-------------------|---------------|-----------|------------|-------------|---------------|-------------|------------|--------------------|
| Phase | Task  | Activity        | Basic or Special | Task Description                                          | Parker Kallman | Andrew Swynenberg | Katherine Burnett | Will Workman  | Tom Dixon | Kara Marks | Tam Tran    | Kelsey Calvez | CJ Sellers  | Brian King | Marissa Mendoza    |
|       |       |                 |                  |                                                           | Drainage EIT   | Drainage PE       | Drainage EIT      | Structural PE | Env SA/QC | Env Lead   | Env Support | Env Support   | Env Support | Env GIS    | Project Controller |
|       |       |                 |                  |                                                           | \$155          | \$200             | \$155             | \$234         | \$234     | \$200      | \$173       | \$173         | \$127       | \$200      | \$165              |
| 01    | 160.2 | PM / Production | Basic            | ROADWAY DESIGN CONTROLS                                   |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | DESIGN REFINEMENT                                         |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | DTM & EARTHWORK DEVELOPMENT                               |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | TITLE SHEET (1 SHEET)                                     |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | INDEX (1 SHEET)                                           |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | PROJECT LAYOUT (2 SHEETS)                                 |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | TYPICAL SECTIONS (2 SHEETS)                               |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | GENERAL NOTES (2 SHEETS)                                  |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | REMOVAL LAYOUTS (6 SHEETS)                                |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | HORIZONTAL ALIGNMENT DATA (2 SHEETS)                      |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | ROADWAY P&P (11 SHEETS)                                   |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | INTERSECTION LAYOUT (4 SHEETS)                            |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | DRIVEWAY DETAILS (3 SHEETS)                               |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | MISC ROADWAY DETAILS (1 SHEET)                            |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | CROSS SECTIONS (60 SHEETS)                                |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | STANDARDS (10 SHEETS)                                     |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | QUANTITY SUMMARY SHEETS (3 SHEETS)                        |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | QC                                                        |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | 161 - DRAINAGE DESIGN SERVICES                            |                |                   |                   |               |           |            |             |               |             |            |                    |
| 01    | 161.1 | PM / Production | Basic            | DRAINAGE IMPACT ANALYSIS                                  |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | H&H MODELING AND IMPACT ANALYSIS                          |                | 24                | 60                |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | PRELIMINARY DETENTION ALTERNATIVES                        |                | 20                | 28                |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | TECHNICAL MEMORANDUM                                      |                | 8                 | 36                |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | QC                                                        |                |                   |                   |               |           |            |             |               |             |            |                    |
| 01    | 161.2 | PM / Production | Basic            | CROSS CULVERT SIZING                                      |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | H&H MODELING AND PRELIMINARY SIZING                       |                | 16                | 60                |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | FINAL DESIGN SUPPORT                                      | 20             |                   |                   | 4             |           |            |             |               |             |            |                    |
|       |       |                 |                  | QC                                                        |                |                   |                   |               |           |            |             |               |             |            |                    |
| 01    | 161.3 | PM / Production | Basic            | DETENTION POND DESIGN                                     |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | FINAL DESIGN SUPPORT                                      | 80             |                   | 28                |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | QC                                                        |                |                   |                   |               |           |            |             |               |             |            |                    |
| 01    | 161.4 | PM / Production | Basic            | STORM WATER DRAINAGE SYSTEM DESIGN                        |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | DRAINAGE AREA MAPS (OVERALL & ONSITE) (7 SHEETS)          | 16             |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | ONSITE HYDRAULIC CALCULATIONS (3 SHEETS)                  | 8              |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | DETENTION CALCULATIONS (2 SHEETS)                         | 8              |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | STORM SEWER SHEETS (16 SHEETS)                            |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | MISC DRAINAGE DETAILS (1 SHEET)                           |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | DETENTION POND GRADING DETAILS (2 SHEETS)                 | 16             |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | CROSS CULVERT H&H SHEET (2 SHEETS)                        | 16             |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | CROSS CULVERT LAYOUT SHEET (2 SHEETS)                     |                |                   |                   | 4             |           |            |             |               |             |            |                    |
|       |       |                 |                  | STANDARDS (10 SHEETS)                                     |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | QUANTITY SUMMARY SHEETS (2 SHEETS)                        | 2              |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | QC                                                        |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | 162 - SIGNING, PAVEMENT MARKINGS AND DELINEATION SERVICES |                |                   |                   |               |           |            |             |               |             |            |                    |
| 01    | 162.1 | PM / Production | Basic            | SIGNING, PAVEMENT MARKINGS AND DELINEATION                |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | DESIGN                                                    |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | LAYOUTS (6 SHEETS)                                        |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | SIGNCAD DETAILS (4 SHEETS)                                |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | SUMMARY OF SMALL SIGNS (2 SHEETS)                         |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | STANDARDS (5 SHEETS)                                      |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | QUANTITY SUMMARY (1 SHEET)                                |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | QC                                                        |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | 163 - MISCELLANEOUS ROADWAY SERVICES                      |                |                   |                   |               |           |            |             |               |             |            |                    |
| 01    | 163.1 | PM / Production | Basic            | TRAFFIC CONTROL PLAN DESIGN SERVICES                      |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | DESIGN                                                    |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | SEQUENCE OF WORK AND NARRATIVE (1 SHEET)                  |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | ADVANCE WARNING SIGN LAYOUTS (1 SHEET)                    |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | TYPICAL SECTIONS (2 SHEETS)                               |                |                   |                   |               |           |            |             |               |             |            |                    |
|       |       |                 |                  | LAYOUTS (12 SHEETS)                                       |                |                   |                   |               |           |            |             |               |             |            |                    |

**CR 199 Reconstruction**  
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| Tasks                  |       |                 |                  |                                                            | Labor          |                   |                   |               |           |            |             |               |             |            |                    |
|------------------------|-------|-----------------|------------------|------------------------------------------------------------|----------------|-------------------|-------------------|---------------|-----------|------------|-------------|---------------|-------------|------------|--------------------|
| Phase                  | Task  | Activity        | Basic or Special | Task Description                                           | Parker Kallman | Andrew Swynenberg | Katherine Burnett | Will Workman  | Tom Dixon | Kara Marks | Tam Tran    | Kelsey Calvez | CJ Sellers  | Brian King | Marissa Mendoza    |
|                        |       |                 |                  |                                                            | Drainage EIT   | Drainage PE       | Drainage EIT      | Structural PE | Env SA/QC | Env Lead   | Env Support | Env Support   | Env Support | Env GIS    | Project Controller |
|                        |       |                 |                  | STANDARDS (15 SHEETS)                                      | \$155          | \$200             | \$155             | \$234         | \$234     | \$200      | \$173       | \$173         | \$127       | \$200      | \$165              |
|                        |       |                 |                  | QUANTITY SUMMARY (1 SHEET)                                 |                |                   |                   |               |           |            |             |               |             |            |                    |
|                        |       |                 |                  | QC                                                         |                |                   |                   |               |           |            |             |               |             |            |                    |
| 01                     | 163.2 | PM / Production | Basic            | STORM WATER MANAGEMENT PLAN AND TREE PRESERVATION SERVICES |                |                   |                   |               |           |            |             |               |             |            |                    |
|                        |       |                 |                  | SW3P DESIGN                                                |                |                   |                   |               |           |            |             |               |             |            |                    |
|                        |       |                 |                  | TREE PROTECTION PLAN                                       |                |                   |                   |               |           |            |             |               |             |            |                    |
|                        |       |                 |                  | SW3P SUMMARY SHEET (2 SHEETS)                              |                |                   |                   |               |           |            |             |               |             |            |                    |
|                        |       |                 |                  | EPIC SHEET (1 SHEET)                                       |                |                   |                   |               |           |            |             |               |             |            |                    |
|                        |       |                 |                  | SW3P LAYOUTS (6 SHEETS)                                    |                |                   |                   |               |           |            |             |               |             |            |                    |
|                        |       |                 |                  | TREE PROTECTION SUMMARY TABLE (1 SHEET)                    |                |                   |                   |               |           |            |             |               |             |            |                    |
|                        |       |                 |                  | TREE PROTECTION LAYOUTS (6 SHEETS)                         |                |                   |                   |               |           |            |             |               |             |            |                    |
|                        |       |                 |                  | STANDARDS (3 SHEETS)                                       |                |                   |                   |               |           |            |             |               |             |            |                    |
|                        |       |                 |                  | QUANTITY SUMMARY (1 SHEET)                                 |                |                   |                   |               |           |            |             |               |             |            |                    |
|                        |       |                 |                  | QC                                                         |                |                   |                   |               |           |            |             |               |             |            |                    |
| 01                     | 163.3 | PM / Production | Basic            | SUPPLEMENTAL PS&E DOCUMENTS                                |                |                   |                   |               |           |            |             |               |             |            |                    |
|                        |       |                 |                  | OPCC                                                       |                |                   |                   |               |           |            |             |               |             |            |                    |
|                        |       |                 |                  | DESIGN WAIVERS/EXCEPTIONS                                  |                |                   |                   |               |           |            |             |               |             |            |                    |
|                        |       |                 |                  | CTD                                                        |                |                   |                   |               |           |            |             |               |             |            |                    |
|                        |       |                 |                  | PROJECT MANUAL                                             |                |                   |                   |               |           |            |             |               |             |            |                    |
|                        |       |                 |                  | TDLR                                                       |                |                   |                   |               |           |            |             |               |             |            |                    |
|                        |       |                 |                  | QC                                                         |                |                   |                   |               |           |            |             |               |             |            |                    |
| Total Hours / Quantity |       |                 |                  |                                                            | 204            | 86                | 246               | 8             | 2         | 24         | 40          | 12            | 12          | 16         | 24                 |
| Total Effort           |       |                 |                  |                                                            | \$ 31,620      | \$ 17,200         | \$ 38,130         | \$ 1,872      | \$ 468    | \$ 4,800   | \$ 6,920    | \$ 2,076      | \$ 1,524    | \$ 3,200   | \$ 3,960           |

**CR 199 Reconstruction**  
**9/20/2023**  
**Detailed Cost Breakdown**

| Tasks |       |                 |                  |                                                                 |                |           |             |                    |
|-------|-------|-----------------|------------------|-----------------------------------------------------------------|----------------|-----------|-------------|--------------------|
| Phase | Task  | Activity        | Basic or Special | Task Description                                                | Carlene Gibson | Mike Ways | Total Hours | Total Labor Effort |
|       |       |                 |                  |                                                                 | Billie         | QA        |             |                    |
|       |       |                 |                  |                                                                 | \$124          | \$267     |             |                    |
|       |       |                 |                  | 110 - ROUTE DESIGN AND STUDIES                                  |                |           |             | \$ -               |
| 01    | 110.1 | PM / Production | Basic            | ROADWAY DATA COLLECTION AND FIELD RECONNAISSANCE                |                |           |             | \$ -               |
|       |       |                 |                  | PROJECT NOTEBOOK AND FILE SET UP                                |                |           | 68          | \$ 10,344          |
|       |       |                 |                  | DATA COLLECTION AND REVIEW                                      |                |           | 52          | \$ 9,008           |
|       |       |                 |                  | ROADWAY SITE VISITS AND FIELD RECONNAISSANCE                    |                |           | 40          | \$ 7,508           |
|       |       |                 |                  | PREPARE RECONNAISSANCE LAYOUTS, NOTES AND PHOTOGRAPHIC RECORDS  |                |           | 12          | \$ 1,672           |
|       |       |                 |                  |                                                                 |                |           |             | \$ -               |
| 01    | 110.2 | PM / Production | Basic            | DEVELOP ROADWAY DESIGN CRITERIA & PREPARE DSR                   |                |           |             | \$ -               |
|       |       |                 |                  | REVIEW PROJECT AGAINST CITY OF HUTTO & TXDOT CRITERIA           |                |           | 12          | \$ 2,356           |
|       |       |                 |                  | PREPARE DESIGN SUMMARY REPORT                                   |                |           | 16          | \$ 2,728           |
|       |       |                 |                  | COORDINATE WITH CITY FOR DESIGN CRITERIA CONCURRENCE            |                |           | 8           | \$ 1,556           |
|       |       |                 |                  |                                                                 |                |           |             | \$ -               |
| 01    | 110.3 | PM / Production | Basic            | EXISTING AND PROPOSED TRAFFIC ANALYSIS                          |                |           |             | \$ -               |
|       |       |                 |                  | COLLECT EXISTING TRAFFIC COUNTS                                 |                |           | 4           | \$ 778             |
|       |       |                 |                  | PROPOSED INTERSECTION TRAFFIC ANALYSIS                          |                |           | 160         | \$ 31,836          |
|       |       |                 |                  |                                                                 |                |           |             | \$ -               |
| 01    | 110.4 | PM / Production | Basic            | GEOTECHNICAL INVESTIGATION AND FIELD WORK                       |                |           | 64          | \$ 11,816          |
|       |       |                 |                  |                                                                 |                |           |             | \$ -               |
|       |       |                 |                  | 120 - SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES                |                |           |             | \$ -               |
| 01    | 120.1 | PM / Production | Basic            | ENVIRONMENTAL DATA COLLECTION AND FIELD RECONNAISSANCE          |                |           | 4           | \$ 936             |
|       |       |                 |                  | DESKTOP SURVEY                                                  |                |           | 8           | \$ 1,384           |
|       |       |                 |                  | FIELD SURVEY                                                    |                |           | 8           | \$ 1,384           |
|       |       |                 |                  | ENVIRONMENTAL CONSTRAINTS MEMO                                  |                |           | 16          | \$ 2,768           |
|       |       |                 |                  | THC COORDINATION                                                |                |           | 20          | \$ 3,124           |
|       |       |                 |                  | QC                                                              |                |           | 10          | \$ 2,068           |
|       |       |                 |                  |                                                                 |                |           |             | \$ -               |
| 01    | 120.2 | PM / Production | Basic            | PHASE I ENVIRONMENTAL SITE ASSESMENT                            |                |           | 4           | \$ 936             |
|       |       |                 |                  | PHASE 1 ESA                                                     |                |           | 24          | \$ 4,800           |
|       |       |                 |                  |                                                                 |                |           |             | \$ -               |
| 01    | 120.3 | PM / Production | Basic            | PUBLIC INVOLVEMENT                                              |                |           |             | \$ -               |
|       |       |                 |                  | PUBLIC MEETING ATTENDANCE                                       |                |           | 10          | \$ 1,945           |
|       |       |                 |                  | EXHIBIT AND HANDOUT PREP AND REPRODUCTION                       |                |           | 56          | \$ 7,532           |
|       |       |                 |                  |                                                                 |                |           |             | \$ -               |
|       |       |                 |                  | 130 - ROW DATA                                                  |                |           |             | \$ -               |
| 01    | 130.1 | PM / Production | Basic            | PROPOSED ROW AND EASEMENT IDENTIFICATION                        |                |           | 36          | \$ 5,520           |
|       |       |                 |                  |                                                                 |                |           |             | \$ -               |
| 01    | 130.2 | PM / Production | Basic            | RIGHT OF ENTRY                                                  |                |           | 16          | \$ 3,112           |
|       |       |                 |                  |                                                                 |                |           |             | \$ -               |
| 01    | 130.3 | PM / Production | Basic            | PROPERTY OWNER ACQUISITION EXHIBITS                             |                |           | 68          | \$ 10,232          |
|       |       |                 |                  |                                                                 |                |           |             | \$ -               |
| 01    | 130.4 | PM / Production | Basic            | METES AND BOUNDS SURVEY                                         |                |           | 20          | \$ 3,416           |
|       |       |                 |                  |                                                                 |                |           |             | \$ -               |
| 01    | 130.5 | PM / Production | Basic            | SUBSURFACE UTILITY ENGINEERING                                  |                |           | 20          | \$ 3,912           |
|       |       |                 |                  |                                                                 |                |           |             | \$ -               |
| 01    | 130.6 | PM / Production | Basic            | UTILITY COORDINATION                                            |                |           | 12          | \$ 2,334           |
|       |       |                 |                  |                                                                 |                |           |             | \$ -               |
|       |       |                 |                  | 145 - PROJECT MANAGEMENT                                        |                |           |             | \$ -               |
| 01    | 145.1 | PM / Production | Basic            | PROJECT ADMINISTRATION SERVICES                                 |                |           |             | \$ -               |
|       |       |                 |                  | INVOICES AND MONTHLY PROGRESS REPORTS (12 MONTHS)               | 12             |           | 30          | \$ 5,226           |
|       |       |                 |                  |                                                                 |                |           |             | \$ -               |
| 01    | 145.2 | PM / Production | Basic            | PROJECT COORDINATION SERVICES                                   |                |           |             | \$ -               |
|       |       |                 |                  | CITY COORDINATION (12 MONTHS)                                   |                |           | 96          | \$ 18,672          |
|       |       |                 |                  | COMMENT RESOLUTION MEETINGS (30%, 90%, 100%) & COMMENT RESPONSE |                |           | 28          | \$ 5,446           |
|       |       |                 |                  | TEAM COORDINATION                                               |                |           | 220         | \$ 37,720          |
|       |       |                 |                  |                                                                 |                |           |             | \$ -               |
| 01    | 145.3 | SA / QA         | Basic            | QA/QC                                                           |                | 10        | 30          | \$ 6,560           |
|       |       |                 |                  |                                                                 |                |           |             | \$ -               |
|       |       |                 |                  | 150 - DESIGN AND CONSTRUCTION SURVEYS                           |                |           |             | \$ -               |
| 01    | 150.1 | PM / Production | Basic            | DESIGN SURVEY                                                   |                |           | 24          | \$ 4,756           |
|       |       |                 |                  |                                                                 |                |           |             | \$ -               |
|       |       |                 |                  | 160 - ROADWAY DESIGN                                            |                |           |             | \$ -               |
| 01    | 160.1 | PM / Production | Basic            | GEOMETRIC LAYOUT (30%)                                          |                |           |             | \$ -               |
|       |       |                 |                  | DEVELOP DRAFT GEOMETRIC ROLL PLOT                               |                |           | 344         | \$ 47,696          |
|       |       |                 |                  | INCORPORATE COMMENTS AND DEVELOP FINAL GEOMETRIC LAYOUT         |                |           | 140         | \$ 20,460          |
|       |       |                 |                  | PREPARE 3D OPENROADS MODEL                                      |                |           | 84          | \$ 14,916          |
|       |       |                 |                  | PREPARE PRELIMINARY OPCC                                        |                |           | 52          | \$ 7,752           |
|       |       |                 |                  | QC                                                              |                |           | 20          | \$ 3,500           |

**CR 199 Reconstruction**  
**9/20/2023**  
**Detailed Cost Breakdown**

| Tasks |       |                 |                  |                                                                  |                |            |             |                    |
|-------|-------|-----------------|------------------|------------------------------------------------------------------|----------------|------------|-------------|--------------------|
| Phase | Task  | Activity        | Basic or Special | Task Description                                                 | Carlene Gibson | Mike Wayts | Total Hours | Total Labor Effort |
|       |       |                 |                  |                                                                  | Billar         | QA         |             |                    |
|       |       |                 |                  |                                                                  | \$124          | \$267      |             |                    |
|       |       |                 |                  |                                                                  |                |            |             | \$ -               |
| 01    | 160.2 | PM / Production | Basic            | ROADWAY DESIGN CONTROLS                                          |                |            |             | \$ -               |
|       |       |                 |                  | DESIGN REFINEMENT                                                |                |            | 120         | \$ 21,760          |
|       |       |                 |                  | DTM & EARTHWORK DEVELOPMENT                                      |                |            | 56          | \$ 9,944           |
|       |       |                 |                  | TITLE SHEET (1 SHEET)                                            |                |            | 18          | \$ 2,572           |
|       |       |                 |                  | INDEX (1 SHEET)                                                  |                |            | 22          | \$ 3,004           |
|       |       |                 |                  | PROJECT LAYOUT (2 SHEETS)                                        |                |            | 30          | \$ 3,868           |
|       |       |                 |                  | TYPICAL SECTIONS (2 SHEETS)                                      |                |            | 30          | \$ 3,868           |
|       |       |                 |                  | GENERAL NOTES (2 SHEETS)                                         |                |            | 20          | \$ 3,040           |
|       |       |                 |                  | REMOVAL LAYOUTS (6 SHEETS)                                       |                |            | 74          | \$ 9,906           |
|       |       |                 |                  | HORIZONTAL ALIGNMENT DATA (2 SHEETS)                             |                |            | 22          | \$ 3,004           |
|       |       |                 |                  | ROADWAY P&P (11 SHEETS)                                          |                |            | 152         | \$ 20,748          |
|       |       |                 |                  | INTERSECTION LAYOUT (4 SHEETS)                                   |                |            | 128         | \$ 17,652          |
|       |       |                 |                  | DRIVEWAY DETAILS (3 SHEETS)                                      |                |            | 36          | \$ 5,144           |
|       |       |                 |                  | MISC ROADWAY DETAILS (1 SHEET)                                   |                |            | 20          | \$ 3,040           |
|       |       |                 |                  | CROSS SECTIONS (60 SHEETS)                                       |                |            | 200         | \$ 26,940          |
|       |       |                 |                  | STANDARDS (10 SHEETS)                                            |                |            | 26          | \$ 3,436           |
|       |       |                 |                  | QUANTITY SUMMARY SHEETS (3 SHEETS)                               |                |            | 30          | \$ 4,432           |
|       |       |                 |                  | QC                                                               |                |            | 48          | \$ 8,400           |
|       |       |                 |                  |                                                                  |                |            |             | \$ -               |
|       |       |                 |                  | <b>161 - DRAINAGE DESIGN SERVICES</b>                            |                |            |             | \$ -               |
| 01    | 161.1 | PM / Production | Basic            | DRAINAGE IMPACT ANALYSIS                                         |                |            |             | \$ -               |
|       |       |                 |                  | H&H MODELING AND IMPACT ANALYSIS                                 |                |            | 90          | \$ 15,188          |
|       |       |                 |                  | PRELIMINARY DETENTION ALTERNATIVES                               |                |            | 82          | \$ 15,028          |
|       |       |                 |                  | TECHNICAL MEMORANDUM                                             |                |            | 58          | \$ 9,868           |
|       |       |                 |                  | QC                                                               |                |            | 20          | \$ 4,268           |
|       |       |                 |                  |                                                                  |                |            |             | \$ -               |
| 01    | 161.2 | PM / Production | Basic            | CROSS CULVERT SIZING                                             |                |            |             | \$ -               |
|       |       |                 |                  | H&H MODELING AND PRELIMINARY SIZING                              |                |            | 82          | \$ 13,588          |
|       |       |                 |                  | FINAL DESIGN SUPPORT                                             |                |            | 42          | \$ 7,524           |
|       |       |                 |                  | QC                                                               |                |            | 16          | \$ 3,468           |
|       |       |                 |                  |                                                                  |                |            |             | \$ -               |
| 01    | 161.3 | PM / Production | Basic            | DETENTION POND DESIGN                                            |                |            |             | \$ -               |
|       |       |                 |                  | FINAL DESIGN SUPPORT                                             |                |            | 216         | \$ 36,812          |
|       |       |                 |                  | QC                                                               |                |            | 16          | \$ 3,200           |
|       |       |                 |                  |                                                                  |                |            |             | \$ -               |
| 01    | 161.4 | PM / Production | Basic            | STORM WATER DRAINAGE SYSTEM DESIGN                               |                |            |             | \$ -               |
|       |       |                 |                  | DRAINAGE AREA MAPS (OVERALL & ONSITE) (7 SHEETS)                 |                |            | 84          | \$ 11,636          |
|       |       |                 |                  | ONSITE HYDRAULIC CALCULATIONS (3 SHEETS)                         |                |            | 36          | \$ 5,512           |
|       |       |                 |                  | DETENTION CALCULATIONS (2 SHEETS)                                |                |            | 26          | \$ 3,804           |
|       |       |                 |                  | STORM SEWER SHEETS (16 SHEETS)                                   |                |            | 216         | \$ 30,984          |
|       |       |                 |                  | MISC DRAINAGE DETAILS (1 SHEET)                                  |                |            | 22          | \$ 3,004           |
|       |       |                 |                  | DETENTION POND GRADING DETAILS (2 SHEETS)                        |                |            | 78          | \$ 10,924          |
|       |       |                 |                  | CROSS CULVERT H&H SHEET (2 SHEETS)                               |                |            | 46          | \$ 6,340           |
|       |       |                 |                  | CROSS CULVERT LAYOUT SHEET (2 SHEETS)                            |                |            | 72          | \$ 10,228          |
|       |       |                 |                  | STANDARDS (10 SHEETS)                                            |                |            | 14          | \$ 1,952           |
|       |       |                 |                  | QUANTITY SUMMARY SHEETS (2 SHEETS)                               |                |            | 24          | \$ 3,502           |
|       |       |                 |                  | QC                                                               |                |            | 20          | \$ 4,268           |
|       |       |                 |                  |                                                                  |                |            |             | \$ -               |
|       |       |                 |                  | <b>162 - SIGNING, PAVEMENT MARKINGS AND DELINEATION SERVICES</b> |                |            |             | \$ -               |
| 01    | 162.1 | PM / Production | Basic            | SIGNING, PAVEMENT MARKINGS AND DELINEATION                       |                |            |             | \$ -               |
|       |       |                 |                  | DESIGN                                                           |                |            | 68          | \$ 11,172          |
|       |       |                 |                  | LAYOUTS (6 SHEETS)                                               |                |            | 84          | \$ 10,516          |
|       |       |                 |                  | SIGNCAD DETAILS (4 SHEETS)                                       |                |            | 30          | \$ 3,868           |
|       |       |                 |                  | SUMMARY OF SMALL SIGNS (2 SHEETS)                                |                |            | 14          | \$ 2,140           |
|       |       |                 |                  | STANDARDS (5 SHEETS)                                             |                |            | 8           | \$ 1,210           |
|       |       |                 |                  | QUANTITY SUMMARY (1 SHEET)                                       |                |            | 14          | \$ 2,140           |
|       |       |                 |                  | QC                                                               |                |            | 12          | \$ 2,100           |
|       |       |                 |                  |                                                                  |                |            |             | \$ -               |
|       |       |                 |                  | <b>163 - MISCELLANEOUS ROADWAY SERVICES</b>                      |                |            |             | \$ -               |
| 01    | 163.1 | PM / Production | Basic            | TRAFFIC CONTROL PLAN DESIGN SERVICES                             |                |            |             | \$ -               |
|       |       |                 |                  | DESIGN                                                           |                |            | 136         | \$ 22,344          |
|       |       |                 |                  | SEQUENCE OF WORK AND NARRATIVE (1 SHEET)                         |                |            | 14          | \$ 2,140           |
|       |       |                 |                  | ADVANCE WARNING SIGN LAYOUTS (1 SHEET)                           |                |            | 18          | \$ 2,572           |
|       |       |                 |                  | TYPICAL SECTIONS (2 SHEETS)                                      |                |            | 38          | \$ 5,296           |
|       |       |                 |                  | LAYOUTS (12 SHEETS)                                              |                |            | 128         | \$ 17,652          |



**CR 199 Reconstruction**  
**9/20/2023**  
**Detailed Cost Breakdown**

| Tasks                  |       |                 |                  |                                                            |                |           |             |                    |
|------------------------|-------|-----------------|------------------|------------------------------------------------------------|----------------|-----------|-------------|--------------------|
| Phase                  | Task  | Activity        | Basic or Special | Task Description                                           | Carlene Gibson | Mike Ways | Total Hours | Total Labor Effort |
|                        |       |                 |                  |                                                            | Billar         | QA        |             |                    |
|                        |       |                 |                  |                                                            | \$124          | \$267     |             |                    |
|                        |       |                 |                  | STANDARDS (15 SHEETS)                                      |                |           | 12          | \$ 1,642           |
|                        |       |                 |                  | QUANTITY SUMMARY (1 SHEET)                                 |                |           | 14          | \$ 2,140           |
|                        |       |                 |                  | QC                                                         |                |           | 12          | \$ 2,100           |
|                        |       |                 |                  |                                                            |                |           |             | \$ -               |
| 01                     | 163.2 | PM / Production | Basic            | STORM WATER MANAGEMENT PLAN AND TREE PRESERVATION SERVICES |                |           |             | \$ -               |
|                        |       |                 |                  | SW3P DESIGN                                                |                |           | 116         | \$ 16,424          |
|                        |       |                 |                  | TREE PROTECTION PLAN                                       |                |           | 12          | \$ 2,176           |
|                        |       |                 |                  | SW3P SUMMARY SHEET (2 SHEETS)                              |                |           | 10          | \$ 1,520           |
|                        |       |                 |                  | EPIC SHEET (1 SHEET)                                       |                |           | 8           | \$ 1,304           |
|                        |       |                 |                  | SW3P LAYOUTS (6 SHEETS)                                    |                |           | 62          | \$ 8,264           |
|                        |       |                 |                  | TREE PROTECTION SUMMARY TABLE (1 SHEET)                    |                |           | 10          | \$ 1,520           |
|                        |       |                 |                  | TREE PROTECTION LAYOUTS (6 SHEETS)                         |                |           | 22          | \$ 3,004           |
|                        |       |                 |                  | STANDARDS (3 SHEETS)                                       |                |           | 10          | \$ 1,426           |
|                        |       |                 |                  | QUANTITY SUMMARY (1 SHEET)                                 |                |           | 14          | \$ 2,140           |
|                        |       |                 |                  | QC                                                         |                |           | 12          | \$ 2,100           |
|                        |       |                 |                  |                                                            |                |           |             | \$ -               |
| 01                     | 163.3 | PM / Production | Basic            | SUPPLEMENTAL PS&E DOCUMENTS                                |                |           |             | \$ -               |
|                        |       |                 |                  | OPCC                                                       |                |           | 44          | \$ 8,084           |
|                        |       |                 |                  | DESIGN WAIVERS/EXCEPTIONS                                  |                |           | 12          | \$ 2,672           |
|                        |       |                 |                  | CTD                                                        |                |           | 40          | \$ 6,832           |
|                        |       |                 |                  | PROJECT MANUAL                                             |                |           | 76          | \$ 14,848          |
|                        |       |                 |                  | TDLR                                                       |                |           | 4           | \$ 936             |
|                        |       |                 |                  | QC                                                         |                |           | 16          | \$ 2,800           |
|                        |       |                 |                  |                                                            |                |           |             | \$ -               |
| Total Hours / Quantity |       |                 |                  |                                                            | 12             | 10        | 5,198       |                    |
| Total Effort           |       |                 |                  |                                                            | \$ 1,488       | \$ 2,670  |             | \$ 824,647         |

|                                                               |  |  |  |                     |         |
|---------------------------------------------------------------|--|--|--|---------------------|---------|
| CR 199 Reconstruction<br>9/20/2023<br>Detailed Cost Breakdown |  |  |  | Project Fee Summary |         |
|                                                               |  |  |  | Basic Services      | 831,016 |
|                                                               |  |  |  | Special Services    | -       |
|                                                               |  |  |  | Total Project       | 831,016 |

| Tasks |       |                 |                  |                                                                 | Expenses    |       |               |                                    |             |      |             |                      |
|-------|-------|-----------------|------------------|-----------------------------------------------------------------|-------------|-------|---------------|------------------------------------|-------------|------|-------------|----------------------|
| Phase | Task  | Activity        | Basic or Special | Task Description                                                | Tech Charge | Miles | Color (sheet) | Lg Format - Bond - Color (sq. ft.) | Foam Boards | TDLR | Permit Fees | Total Expense Effort |
|       |       |                 |                  | <b>110 - ROUTE DESIGN AND STUDIES</b>                           |             |       |               |                                    |             |      |             | \$ -                 |
| 01    | 110.1 | PM / Production | Basic            | ROADWAY DATA COLLECTION AND FIELD RECONNAISSANCE                |             |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | PROJECT NOTEBOOK AND FILE SET UP                                | 68          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | DATA COLLECTION AND REVIEW                                      | 52          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | ROADWAY SITE VISITS AND FIELD RECONNAISSANCE                    | 40          | 200   |               |                                    |             |      |             | \$ 131               |
|       |       |                 |                  | PREPARE RECONNAISSANCE LAYOUTS, NOTES AND PHOTOGRAPHIC RECORDS  | 12          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  |                                                                 |             |       |               |                                    |             |      |             | \$ -                 |
| 01    | 110.2 | PM / Production | Basic            | DEVELOP ROADWAY DESIGN CRITERIA & PREPARE DSR                   |             |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | REVIEW PROJECT AGAINST CITY OF HUTTO & TXDOT CRITERIA           | 12          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | PREPARE DESIGN SUMMARY REPORT                                   | 16          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | COORDINATE WITH CITY FOR DESIGN CRITERIA CONCURRENCE            | 8           |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  |                                                                 |             |       |               |                                    |             |      |             | \$ -                 |
| 01    | 110.3 | PM / Production | Basic            | EXISTING AND PROPOSED TRAFFIC ANALYSIS                          |             |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | COLLECT EXISTING TRAFFIC COUNTS                                 | 4           |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | PROPOSED INTERSECTION TRAFFIC ANALYSIS                          | 160         |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  |                                                                 |             |       |               |                                    |             |      |             | \$ -                 |
| 01    | 110.4 | PM / Production | Basic            | GEOTECHNICAL INVESTIGATION AND FIELD WORK                       | 64          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  |                                                                 |             |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | <b>120 - SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES</b>         |             |       |               |                                    |             |      |             | \$ -                 |
| 01    | 120.1 | PM / Production | Basic            | ENVIRONMENTAL DATA COLLECTION AND FIELD RECONNAISSANCE          | 4           |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | DESKTOP SURVEY                                                  | 8           |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | FIELD SURVEY                                                    | 8           | 100   |               |                                    |             |      |             | \$ 66                |
|       |       |                 |                  | ENVIRONMENTAL CONSTRAINTS MEMO                                  | 16          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | THC COORDINATION                                                | 20          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | QC                                                              | 10          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  |                                                                 |             |       |               |                                    |             |      |             | \$ -                 |
| 01    | 120.2 | PM / Production | Basic            | PHASE I ENVIRONMENTAL SITE ASSESSMENT                           | 4           |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | PHASE 1 ESA                                                     | 24          |       |               |                                    |             |      | 750         | \$ 750               |
|       |       |                 |                  |                                                                 |             |       |               |                                    |             |      |             | \$ -                 |
| 01    | 120.3 | PM / Production | Basic            | PUBLIC INVOLVEMENT                                              |             |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | PUBLIC MEETING ATTENDANCE                                       | 10          | 350   |               |                                    |             |      |             | \$ 229               |
|       |       |                 |                  | EXHIBIT AND HANDOUT PREP AND REPRODUCTION                       | 56          |       | 200           | 90                                 | 240         |      |             | \$ 358               |
|       |       |                 |                  |                                                                 |             |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | <b>130 - ROW DATA</b>                                           |             |       |               |                                    |             |      |             | \$ -                 |
| 01    | 130.1 | PM / Production | Basic            | PROPOSED ROW AND EASEMENT IDENTIFICATION                        | 36          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  |                                                                 |             |       |               |                                    |             |      |             | \$ -                 |
| 01    | 130.2 | PM / Production | Basic            | RIGHT OF ENTRY                                                  | 16          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  |                                                                 |             |       |               |                                    |             |      |             | \$ -                 |
| 01    | 130.3 | PM / Production | Basic            | PROPERTY OWNER ACQUISITION EXHIBITS                             | 68          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  |                                                                 |             |       |               |                                    |             |      |             | \$ -                 |
| 01    | 130.4 | PM / Production | Basic            | METES AND BOUNDS SURVEY                                         | 20          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  |                                                                 |             |       |               |                                    |             |      |             | \$ -                 |
| 01    | 130.5 | PM / Production | Basic            | SUBSURFACE UTILITY ENGINEERING                                  | 20          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  |                                                                 |             |       |               |                                    |             |      |             | \$ -                 |
| 01    | 130.6 | PM / Production | Basic            | UTILITY COORDINATION                                            | 12          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  |                                                                 |             |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | <b>145 - PROJECT MANAGEMENT</b>                                 |             |       |               |                                    |             |      |             | \$ -                 |
| 01    | 145.1 | PM / Production | Basic            | PROJECT ADMINISTRATION SERVICES                                 |             |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | INVOICES AND MONTHLY PROGRESS REPORTS (12 MONTHS)               | 30          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  |                                                                 |             |       |               |                                    |             |      |             | \$ -                 |
| 01    | 145.2 | PM / Production | Basic            | PROJECT COORDINATION SERVICES                                   |             |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | CITY COORDINATION (12 MONTHS)                                   | 96          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | COMMENT RESOLUTION MEETINGS (30%, 90%, 100%) & COMMENT RESPONSE | 28          | 200   |               |                                    |             |      |             | \$ 131               |
|       |       |                 |                  | TEAM COORDINATION                                               | 220         |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  |                                                                 |             |       |               |                                    |             |      |             | \$ -                 |
| 01    | 145.3 | SA / QA         | Basic            | QA/QC                                                           | 30          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  |                                                                 |             |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | <b>150 - DESIGN AND CONSTRUCTION SURVEYS</b>                    |             |       |               |                                    |             |      |             | \$ -                 |
| 01    | 150.1 | PM / Production | Basic            | DESIGN SURVEY                                                   | 24          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  |                                                                 |             |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | <b>160 - ROADWAY DESIGN</b>                                     |             |       |               |                                    |             |      |             | \$ -                 |
| 01    | 160.1 | PM / Production | Basic            | GEOMETRIC LAYOUT (30%)                                          |             |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | DEVELOP DRAFT GEOMETRIC ROLL PLOT                               | 344         |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | INCORPORATE COMMENTS AND DEVELOP FINAL GEOMETRIC LAYOUT         | 140         |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | PREPARE 3D OPENROADS MODEL                                      | 84          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | PREPARE PRELIMINARY OPCC                                        | 52          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | QC                                                              | 20          |       |               |                                    |             |      |             | \$ -                 |

|                                                               |  |  |  |                     |         |
|---------------------------------------------------------------|--|--|--|---------------------|---------|
| CR 199 Reconstruction<br>9/20/2023<br>Detailed Cost Breakdown |  |  |  | Project Fee Summary |         |
|                                                               |  |  |  | Basic Services      | 831,016 |
|                                                               |  |  |  | Special Services    | -       |
|                                                               |  |  |  | Total Project       | 831,016 |

| Tasks |       |                 |                  |                                                                  | Expenses    |       |               |                                    |             |      |             |                      |
|-------|-------|-----------------|------------------|------------------------------------------------------------------|-------------|-------|---------------|------------------------------------|-------------|------|-------------|----------------------|
| Phase | Task  | Activity        | Basic or Special | Task Description                                                 | Tech Charge | Miles | Color (sheet) | Lg Format - Bond - Color (sq. ft.) | Foam Boards | TDLR | Permit Fees | Total Expense Effort |
| 01    | 160.2 | PM / Production | Basic            | ROADWAY DESIGN CONTROLS                                          |             |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | DESIGN REFINEMENT                                                | 120         |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | DTM & EARTHWORK DEVELOPMENT                                      | 56          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | TITLE SHEET (1 SHEET)                                            | 18          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | INDEX (1 SHEET)                                                  | 22          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | PROJECT LAYOUT (2 SHEETS)                                        | 30          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | TYPICAL SECTIONS (2 SHEETS)                                      | 30          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | GENERAL NOTES (2 SHEETS)                                         | 20          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | REMOVAL LAYOUTS (6 SHEETS)                                       | 74          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | HORIZONTAL ALIGNMENT DATA (2 SHEETS)                             | 22          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | ROADWAY P&P (11 SHEETS)                                          | 152         |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | INTERSECTION LAYOUT (4 SHEETS)                                   | 128         |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | DRIVEWAY DETAILS (3 SHEETS)                                      | 36          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | MISC ROADWAY DETAILS (1 SHEET)                                   | 20          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | CROSS SECTIONS (60 SHEETS)                                       | 200         |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | STANDARDS (10 SHEETS)                                            | 26          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | QUANTITY SUMMARY SHEETS (3 SHEETS)                               | 30          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | QC                                                               | 48          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  |                                                                  |             |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | <b>161 - DRAINAGE DESIGN SERVICES</b>                            |             |       |               |                                    |             |      |             | \$ -                 |
| 01    | 161.1 | PM / Production | Basic            | DRAINAGE IMPACT ANALYSIS                                         |             |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | H&H MODELING AND IMPACT ANALYSIS                                 | 90          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | PRELIMINARY DETENTION ALTERNATIVES                               | 82          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | TECHNICAL MEMORANDUM                                             | 58          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | QC                                                               | 20          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  |                                                                  |             |       |               |                                    |             |      |             | \$ -                 |
| 01    | 161.2 | PM / Production | Basic            | CROSS CULVERT SIZING                                             |             |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | H&H MODELING AND PRELIMINARY SIZING                              | 82          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | FINAL DESIGN SUPPORT                                             | 42          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | QC                                                               | 16          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  |                                                                  |             |       |               |                                    |             |      |             | \$ -                 |
| 01    | 161.3 | PM / Production | Basic            | DETENTION POND DESIGN                                            |             |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | FINAL DESIGN SUPPORT                                             | 216         |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | QC                                                               | 16          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  |                                                                  |             |       |               |                                    |             |      |             | \$ -                 |
| 01    | 161.4 | PM / Production | Basic            | STORM WATER DRAINAGE SYSTEM DESIGN                               |             |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | DRAINAGE AREA MAPS (OVERALL & ONSITE) (7 SHEETS)                 | 84          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | ONSITE HYDRAULIC CALCULATIONS (3 SHEETS)                         | 36          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | DETENTION CALCULATIONS (2 SHEETS)                                | 26          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | STORM SEWER SHEETS (16 SHEETS)                                   | 216         |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | MISC DRAINAGE DETAILS (1 SHEET)                                  | 22          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | DETENTION POND GRADING DETAILS (2 SHEETS)                        | 78          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | CROSS CULVERT H&H SHEET (2 SHEETS)                               | 46          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | CROSS CULVERT LAYOUT SHEET (2 SHEETS)                            | 72          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | STANDARDS (10 SHEETS)                                            | 14          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | QUANTITY SUMMARY SHEETS (2 SHEETS)                               | 24          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | QC                                                               | 20          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  |                                                                  |             |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | <b>162 - SIGNING, PAVEMENT MARKINGS AND DELINEATION SERVICES</b> |             |       |               |                                    |             |      |             | \$ -                 |
| 01    | 162.1 | PM / Production | Basic            | SIGNING, PAVEMENT MARKINGS AND DELINEATION                       |             |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | DESIGN                                                           | 68          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | LAYOUTS (6 SHEETS)                                               | 84          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | SIGNCAD DETAILS (4 SHEETS)                                       | 30          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | SUMMARY OF SMALL SIGNS (2 SHEETS)                                | 14          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | STANDARDS (5 SHEETS)                                             | 8           |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | QUANTITY SUMMARY (1 SHEET)                                       | 14          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | QC                                                               | 12          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  |                                                                  |             |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | <b>163 - MISCELLANEOUS ROADWAY SERVICES</b>                      |             |       |               |                                    |             |      |             | \$ -                 |
| 01    | 163.1 | PM / Production | Basic            | TRAFFIC CONTROL PLAN DESIGN SERVICES                             |             |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | DESIGN                                                           | 136         |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | SEQUENCE OF WORK AND NARRATIVE (1 SHEET)                         | 14          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | ADVANCE WARNING SIGN LAYOUTS (1 SHEET)                           | 18          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | TYPICAL SECTIONS (2 SHEETS)                                      | 38          |       |               |                                    |             |      |             | \$ -                 |
|       |       |                 |                  | LAYOUTS (12 SHEETS)                                              | 128         |       |               |                                    |             |      |             | \$ -                 |

| CR 199 Reconstruction<br>9/20/2023<br>Detailed Cost Breakdown |  |  |  |  | Project Fee Summary |         |  |  |  |  |  |  |
|---------------------------------------------------------------|--|--|--|--|---------------------|---------|--|--|--|--|--|--|
|                                                               |  |  |  |  | Basic Services      | 831,016 |  |  |  |  |  |  |
|                                                               |  |  |  |  | Special Services    | -       |  |  |  |  |  |  |
|                                                               |  |  |  |  | Total Project       | 831,016 |  |  |  |  |  |  |

| Tasks                  |       |                 |                  |                                                            | Expenses    |        |               |                                    |             |          |             |                      |
|------------------------|-------|-----------------|------------------|------------------------------------------------------------|-------------|--------|---------------|------------------------------------|-------------|----------|-------------|----------------------|
| Phase                  | Task  | Activity        | Basic or Special | Task Description                                           | Tech Charge | Miles  | Color (sheet) | Lg Format - Bond - Color (sq. ft.) | Foam Boards | TDLR     | Permit Fees | Total Expense Effort |
|                        |       |                 |                  | STANDARDS (15 SHEETS)                                      | 12          |        |               |                                    |             |          |             | \$ -                 |
|                        |       |                 |                  | QUANTITY SUMMARY (1 SHEET)                                 | 14          |        |               |                                    |             |          |             | \$ -                 |
|                        |       |                 |                  | QC                                                         | 12          |        |               |                                    |             |          |             | \$ -                 |
|                        |       |                 |                  |                                                            |             |        |               |                                    |             |          |             | \$ -                 |
| 01                     | 163.2 | PM / Production | Basic            | STORM WATER MANAGEMENT PLAN AND TREE PRESERVATION SERVICES |             |        |               |                                    |             |          |             | \$ -                 |
|                        |       |                 |                  | SW3P DESIGN                                                | 116         |        |               |                                    |             |          |             | \$ -                 |
|                        |       |                 |                  | TREE PROTECTION PLAN                                       | 12          |        |               |                                    |             |          |             | \$ -                 |
|                        |       |                 |                  | SW3P SUMMARY SHEET (2 SHEETS)                              | 10          |        |               |                                    |             |          |             | \$ -                 |
|                        |       |                 |                  | EPIC SHEET (1 SHEET)                                       | 8           |        |               |                                    |             |          |             | \$ -                 |
|                        |       |                 |                  | SW3P LAYOUTS (6 SHEETS)                                    | 62          |        |               |                                    |             |          |             | \$ -                 |
|                        |       |                 |                  | TREE PROTECTION SUMMARY TABLE (1 SHEET)                    | 10          |        |               |                                    |             |          |             | \$ -                 |
|                        |       |                 |                  | TREE PROTECTION LAYOUTS (6 SHEETS)                         | 22          |        |               |                                    |             |          |             | \$ -                 |
|                        |       |                 |                  | STANDARDS (3 SHEETS)                                       | 10          |        |               |                                    |             |          |             | \$ -                 |
|                        |       |                 |                  | QUANTITY SUMMARY (1 SHEET)                                 | 14          |        |               |                                    |             |          |             | \$ -                 |
|                        |       |                 |                  | QC                                                         | 12          |        |               |                                    |             |          |             | \$ -                 |
|                        |       |                 |                  |                                                            |             |        |               |                                    |             |          |             | \$ -                 |
| 01                     | 163.3 | PM / Production | Basic            | SUPPLEMENTAL PS&E DOCUMENTS                                |             |        |               |                                    |             |          |             | \$ -                 |
|                        |       |                 |                  | OPCC                                                       | 44          |        |               |                                    |             |          |             | \$ -                 |
|                        |       |                 |                  | DESIGN WAIVERS/EXCEPTIONS                                  | 12          |        |               |                                    |             |          |             | \$ -                 |
|                        |       |                 |                  | CTD                                                        | 40          |        |               |                                    |             |          |             | \$ -                 |
|                        |       |                 |                  | PROJECT MANUAL                                             | 76          |        |               |                                    |             |          |             | \$ -                 |
|                        |       |                 |                  | TDLR                                                       | 4           |        |               |                                    |             | 3000     |             | \$ 3,000             |
|                        |       |                 |                  | QC                                                         | 16          |        |               |                                    |             |          |             | \$ -                 |
|                        |       |                 |                  |                                                            |             |        |               |                                    |             |          |             | \$ -                 |
| Total Hours / Quantity |       |                 |                  |                                                            | 5,198       | 850    | 200           | 90                                 | 240         | 3,000    | 750         |                      |
| Total Effort           |       |                 |                  |                                                            | \$ -        | \$ 557 | \$ 50         | \$ 68                              | \$ 240      | \$ 3,000 | \$ 750      | \$ 4,664             |

|                                                               |  |                     |         |
|---------------------------------------------------------------|--|---------------------|---------|
| CR 199 Reconstruction<br>9/20/2023<br>Detailed Cost Breakdown |  | Project Fee Summary |         |
|                                                               |  | Basic Services      | 831,016 |
|                                                               |  | Special Services    | -       |
|                                                               |  | Total Project       | 831,016 |

| Tasks |       |                 |                  |                                                                 | Subconsultants        |                  | Total        |
|-------|-------|-----------------|------------------|-----------------------------------------------------------------|-----------------------|------------------|--------------|
| Phase | Task  | Activity        | Basic or Special | Task Description                                                | Gram Traffic Counting | Total Sub Effort | Total Effort |
|       |       |                 |                  | <b>110 - ROUTE DESIGN AND STUDIES</b>                           |                       | \$ -             | \$ -         |
| 01    | 110.1 | PM / Production | Basic            | ROADWAY DATA COLLECTION AND FIELD RECONNAISSANCE                |                       | \$ -             | \$ -         |
|       |       |                 |                  | PROJECT NOTEBOOK AND FILE SET UP                                |                       | \$ -             | \$ 10,344    |
|       |       |                 |                  | DATA COLLECTION AND REVIEW                                      |                       | \$ -             | \$ 9,008     |
|       |       |                 |                  | ROADWAY SITE VISITS AND FIELD RECONNAISSANCE                    |                       | \$ -             | \$ 7,639     |
|       |       |                 |                  | PREPARE RECONNAISSANCE LAYOUTS, NOTES AND PHOTOGRAPHIC RECORDS  |                       | \$ -             | \$ 1,672     |
|       |       |                 |                  |                                                                 |                       | \$ -             | \$ -         |
| 01    | 110.2 | PM / Production | Basic            | DEVELOP ROADWAY DESIGN CRITERIA & PREPARE DSR                   |                       | \$ -             | \$ -         |
|       |       |                 |                  | REVIEW PROJECT AGAINST CITY OF HUTTO & TXDOT CRITERIA           |                       | \$ -             | \$ 2,356     |
|       |       |                 |                  | PREPARE DESIGN SUMMARY REPORT                                   |                       | \$ -             | \$ 2,728     |
|       |       |                 |                  | COORDINATE WITH CITY FOR DESIGN CRITERIA CONCURRENCE            |                       | \$ -             | \$ 1,556     |
|       |       |                 |                  |                                                                 |                       | \$ -             | \$ -         |
| 01    | 110.3 | PM / Production | Basic            | EXISTING AND PROPOSED TRAFFIC ANALYSIS                          |                       | \$ -             | \$ -         |
|       |       |                 |                  | COLLECT EXISTING TRAFFIC COUNTS                                 | 1,705                 | \$ 1,705         | \$ 2,483     |
|       |       |                 |                  | PROPOSED INTERSECTION TRAFFIC ANALYSIS                          |                       | \$ -             | \$ 31,836    |
|       |       |                 |                  |                                                                 |                       | \$ -             | \$ -         |
| 01    | 110.4 | PM / Production | Basic            | GEOTECHNICAL INVESTIGATION AND FIELD WORK                       |                       | \$ -             | \$ 11,816    |
|       |       |                 |                  |                                                                 |                       | \$ -             | \$ -         |
|       |       |                 |                  | <b>120 - SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES</b>         |                       | \$ -             | \$ -         |
| 01    | 120.1 | PM / Production | Basic            | ENVIRONMENTAL DATA COLLECTION AND FIELD RECONNAISSANCE          |                       | \$ -             | \$ 936       |
|       |       |                 |                  | DESKTOP SURVEY                                                  |                       | \$ -             | \$ 1,384     |
|       |       |                 |                  | FIELD SURVEY                                                    |                       | \$ -             | \$ 1,450     |
|       |       |                 |                  | ENVIRONMENTAL CONSTRAINTS MEMO                                  |                       | \$ -             | \$ 2,768     |
|       |       |                 |                  | THC COORDINATION                                                |                       | \$ -             | \$ 3,124     |
|       |       |                 |                  | QC                                                              |                       | \$ -             | \$ 2,068     |
|       |       |                 |                  |                                                                 |                       | \$ -             | \$ -         |
| 01    | 120.2 | PM / Production | Basic            | PHASE I ENVIRONMENTAL SITE ASSESSMENT                           |                       | \$ -             | \$ 936       |
|       |       |                 |                  | PHASE 1 ESA                                                     |                       | \$ -             | \$ 5,550     |
|       |       |                 |                  |                                                                 |                       | \$ -             | \$ -         |
| 01    | 120.3 | PM / Production | Basic            | PUBLIC INVOLVEMENT                                              |                       | \$ -             | \$ -         |
|       |       |                 |                  | PUBLIC MEETING ATTENDANCE                                       |                       | \$ -             | \$ 2,174     |
|       |       |                 |                  | EXHIBIT AND HANDOUT PREP AND REPRODUCTION                       |                       | \$ -             | \$ 7,890     |
|       |       |                 |                  |                                                                 |                       | \$ -             | \$ -         |
|       |       |                 |                  | <b>130 - ROW DATA</b>                                           |                       | \$ -             | \$ -         |
| 01    | 130.1 | PM / Production | Basic            | PROPOSED ROW AND EASEMENT IDENTIFICATION                        |                       | \$ -             | \$ 5,520     |
|       |       |                 |                  |                                                                 |                       | \$ -             | \$ -         |
| 01    | 130.2 | PM / Production | Basic            | RIGHT OF ENTRY                                                  |                       | \$ -             | \$ 3,112     |
|       |       |                 |                  |                                                                 |                       | \$ -             | \$ -         |
| 01    | 130.3 | PM / Production | Basic            | PROPERTY OWNER ACQUISITION EXHIBITS                             |                       | \$ -             | \$ 10,232    |
|       |       |                 |                  |                                                                 |                       | \$ -             | \$ -         |
| 01    | 130.4 | PM / Production | Basic            | METES AND BOUNDS SURVEY                                         |                       | \$ -             | \$ 3,416     |
|       |       |                 |                  |                                                                 |                       | \$ -             | \$ -         |
| 01    | 130.5 | PM / Production | Basic            | SUBSURFACE UTILITY ENGINEERING                                  |                       | \$ -             | \$ 3,912     |
|       |       |                 |                  |                                                                 |                       | \$ -             | \$ -         |
| 01    | 130.6 | PM / Production | Basic            | UTILITY COORDINATION                                            |                       | \$ -             | \$ 2,334     |
|       |       |                 |                  |                                                                 |                       | \$ -             | \$ -         |
|       |       |                 |                  | <b>145 - PROJECT MANAGEMENT</b>                                 |                       | \$ -             | \$ -         |
| 01    | 145.1 | PM / Production | Basic            | PROJECT ADMINISTRATION SERVICES                                 |                       | \$ -             | \$ -         |
|       |       |                 |                  | INVOICES AND MONTHLY PROGRESS REPORTS (12 MONTHS)               |                       | \$ -             | \$ 5,226     |
|       |       |                 |                  |                                                                 |                       | \$ -             | \$ -         |
| 01    | 145.2 | PM / Production | Basic            | PROJECT COORDINATION SERVICES                                   |                       | \$ -             | \$ -         |
|       |       |                 |                  | CITY COORDINATION (12 MONTHS)                                   |                       | \$ -             | \$ 18,672    |
|       |       |                 |                  | COMMENT RESOLUTION MEETINGS (30%, 90%, 100%) & COMMENT RESPONSE |                       | \$ -             | \$ 5,577     |
|       |       |                 |                  | TEAM COORDINATION                                               |                       | \$ -             | \$ 37,720    |
|       |       |                 |                  |                                                                 |                       | \$ -             | \$ -         |
| 01    | 145.3 | SA / QA         | Basic            | QA/QC                                                           |                       | \$ -             | \$ 6,560     |
|       |       |                 |                  |                                                                 |                       | \$ -             | \$ -         |
|       |       |                 |                  | <b>150 - DESIGN AND CONSTRUCTION SURVEYS</b>                    |                       | \$ -             | \$ -         |
| 01    | 150.1 | PM / Production | Basic            | DESIGN SURVEY                                                   |                       | \$ -             | \$ 4,756     |
|       |       |                 |                  |                                                                 |                       | \$ -             | \$ -         |
|       |       |                 |                  | <b>160 - ROADWAY DESIGN</b>                                     |                       | \$ -             | \$ -         |
| 01    | 160.1 | PM / Production | Basic            | GEOMETRIC LAYOUT (30%)                                          |                       | \$ -             | \$ -         |
|       |       |                 |                  | DEVELOP DRAFT GEOMETRIC ROLL PLOT                               |                       | \$ -             | \$ 47,696    |
|       |       |                 |                  | INCORPORATE COMMENTS AND DEVELOP FINAL GEOMETRIC LAYOUT         |                       | \$ -             | \$ 20,460    |
|       |       |                 |                  | PREPARE 3D OPENROADS MODEL                                      |                       | \$ -             | \$ 14,916    |
|       |       |                 |                  | PREPARE PRELIMINARY OPCC                                        |                       | \$ -             | \$ 7,752     |
|       |       |                 |                  | QC                                                              |                       | \$ -             | \$ 3,500     |



|                                                               |  |                     |         |
|---------------------------------------------------------------|--|---------------------|---------|
| CR 199 Reconstruction<br>9/20/2023<br>Detailed Cost Breakdown |  | Project Fee Summary |         |
|                                                               |  | Basic Services      | 831,016 |
|                                                               |  | Special Services    | -       |
|                                                               |  | Total Project       | 831,016 |

| Tasks |       |                 |                  |                                                                  | Subconsultants        |                  | Total        |
|-------|-------|-----------------|------------------|------------------------------------------------------------------|-----------------------|------------------|--------------|
| Phase | Task  | Activity        | Basic or Special | Task Description                                                 | Gram Traffic Counting | Total Sub Effort | Total Effort |
| 01    | 160.2 | PM / Production | Basic            | ROADWAY DESIGN CONTROLS                                          |                       | \$ -             | \$ -         |
|       |       |                 |                  | DESIGN REFINEMENT                                                |                       | \$ -             | \$ -         |
|       |       |                 |                  | DTM & EARTHWORK DEVELOPMENT                                      |                       | \$ -             | \$ 21,760    |
|       |       |                 |                  | TITLE SHEET (1 SHEET)                                            |                       | \$ -             | \$ 9,944     |
|       |       |                 |                  | INDEX (1 SHEET)                                                  |                       | \$ -             | \$ 2,572     |
|       |       |                 |                  | PROJECT LAYOUT (2 SHEETS)                                        |                       | \$ -             | \$ 3,004     |
|       |       |                 |                  | TYPICAL SECTIONS (2 SHEETS)                                      |                       | \$ -             | \$ 3,868     |
|       |       |                 |                  | GENERAL NOTES (2 SHEETS)                                         |                       | \$ -             | \$ 3,868     |
|       |       |                 |                  | REMOVAL LAYOUTS (6 SHEETS)                                       |                       | \$ -             | \$ 3,040     |
|       |       |                 |                  | HORIZONTAL ALIGNMENT DATA (2 SHEETS)                             |                       | \$ -             | \$ 9,906     |
|       |       |                 |                  | ROADWAY P&P (11 SHEETS)                                          |                       | \$ -             | \$ 3,004     |
|       |       |                 |                  | INTERSECTION LAYOUT (4 SHEETS)                                   |                       | \$ -             | \$ 20,748    |
|       |       |                 |                  | DRIVEWAY DETAILS (3 SHEETS)                                      |                       | \$ -             | \$ 17,652    |
|       |       |                 |                  | MISC ROADWAY DETAILS (1 SHEET)                                   |                       | \$ -             | \$ 5,144     |
|       |       |                 |                  | CROSS SECTIONS (60 SHEETS)                                       |                       | \$ -             | \$ 3,040     |
|       |       |                 |                  | STANDARDS (10 SHEETS)                                            |                       | \$ -             | \$ 26,940    |
|       |       |                 |                  | QUANTITY SUMMARY SHEETS (3 SHEETS)                               |                       | \$ -             | \$ 3,436     |
|       |       |                 |                  | QC                                                               |                       | \$ -             | \$ 4,432     |
|       |       |                 |                  |                                                                  |                       | \$ -             | \$ 8,400     |
|       |       |                 |                  |                                                                  |                       | \$ -             | \$ -         |
| 01    | 161.1 | PM / Production | Basic            | <b>161 - DRAINAGE DESIGN SERVICES</b>                            |                       | \$ -             | \$ -         |
|       |       |                 |                  | DRAINAGE IMPACT ANALYSIS                                         |                       | \$ -             | \$ -         |
|       |       |                 |                  | H&H MODELING AND IMPACT ANALYSIS                                 |                       | \$ -             | \$ 15,188    |
|       |       |                 |                  | PRELIMINARY DETENTION ALTERNATIVES                               |                       | \$ -             | \$ 15,028    |
|       |       |                 |                  | TECHNICAL MEMORANDUM                                             |                       | \$ -             | \$ 9,868     |
| 01    | 161.2 | PM / Production | Basic            | QC                                                               |                       | \$ -             | \$ 4,268     |
|       |       |                 |                  |                                                                  |                       | \$ -             | \$ -         |
|       |       |                 |                  | CROSS CULVERT SIZING                                             |                       | \$ -             | \$ -         |
|       |       |                 |                  | H&H MODELING AND PRELIMINARY SIZING                              |                       | \$ -             | \$ 13,588    |
|       |       |                 |                  | FINAL DESIGN SUPPORT                                             |                       | \$ -             | \$ 7,524     |
| 01    | 161.3 | PM / Production | Basic            | QC                                                               |                       | \$ -             | \$ 3,468     |
|       |       |                 |                  |                                                                  |                       | \$ -             | \$ -         |
|       |       |                 |                  | DETENTION POND DESIGN                                            |                       | \$ -             | \$ -         |
|       |       |                 |                  | FINAL DESIGN SUPPORT                                             |                       | \$ -             | \$ 36,812    |
|       |       |                 |                  | QC                                                               |                       | \$ -             | \$ 3,200     |
| 01    | 161.4 | PM / Production | Basic            |                                                                  |                       | \$ -             | \$ -         |
|       |       |                 |                  | STORM WATER DRAINAGE SYSTEM DESIGN                               |                       | \$ -             | \$ -         |
|       |       |                 |                  | DRAINAGE AREA MAPS (OVERALL & ONSITE) (7 SHEETS)                 |                       | \$ -             | \$ 11,636    |
|       |       |                 |                  | ONSITE HYDRAULIC CALCULATIONS (3 SHEETS)                         |                       | \$ -             | \$ 5,512     |
|       |       |                 |                  | DETENTION CALCULATIONS (2 SHEETS)                                |                       | \$ -             | \$ 3,804     |
|       |       |                 |                  | STORM SEWER SHEETS (16 SHEETS)                                   |                       | \$ -             | \$ 30,984    |
|       |       |                 |                  | MISC DRAINAGE DETAILS (1 SHEET)                                  |                       | \$ -             | \$ 3,004     |
|       |       |                 |                  | DETENTION POND GRADING DETAILS (2 SHEETS)                        |                       | \$ -             | \$ 10,924    |
|       |       |                 |                  | CROSS CULVERT H&H SHEET (2 SHEETS)                               |                       | \$ -             | \$ 6,340     |
|       |       |                 |                  | CROSS CULVERT LAYOUT SHEET (2 SHEETS)                            |                       | \$ -             | \$ 10,228    |
|       |       |                 |                  | STANDARDS (10 SHEETS)                                            |                       | \$ -             | \$ 1,952     |
|       |       |                 |                  | QUANTITY SUMMARY SHEETS (2 SHEETS)                               |                       | \$ -             | \$ 3,502     |
|       |       |                 |                  | QC                                                               |                       | \$ -             | \$ 4,268     |
|       |       |                 |                  |                                                                  |                       | \$ -             | \$ -         |
|       |       |                 |                  |                                                                  |                       | \$ -             | \$ -         |
| 01    | 162.1 | PM / Production | Basic            | <b>162 - SIGNING, PAVEMENT MARKINGS AND DELINEATION SERVICES</b> |                       | \$ -             | \$ -         |
|       |       |                 |                  | SIGNING, PAVEMENT MARKINGS AND DELINEATION                       |                       | \$ -             | \$ -         |
|       |       |                 |                  | DESIGN                                                           |                       | \$ -             | \$ 11,172    |
|       |       |                 |                  | LAYOUTS (6 SHEETS)                                               |                       | \$ -             | \$ 10,516    |
|       |       |                 |                  | SIGNCAD DETAILS (4 SHEETS)                                       |                       | \$ -             | \$ 3,868     |
|       |       |                 |                  | SUMMARY OF SMALL SIGNS (2 SHEETS)                                |                       | \$ -             | \$ 2,140     |
|       |       |                 |                  | STANDARDS (5 SHEETS)                                             |                       | \$ -             | \$ 1,210     |
|       |       |                 |                  | QUANTITY SUMMARY (1 SHEET)                                       |                       | \$ -             | \$ 2,140     |
|       |       |                 |                  | QC                                                               |                       | \$ -             | \$ 2,100     |
|       |       |                 |                  |                                                                  |                       | \$ -             | \$ -         |
| 01    | 163.1 | PM / Production | Basic            | <b>163 - MISCELLANEOUS ROADWAY SERVICES</b>                      |                       | \$ -             | \$ -         |
|       |       |                 |                  | TRAFFIC CONTROL PLAN DESIGN SERVICES                             |                       | \$ -             | \$ -         |
|       |       |                 |                  | DESIGN                                                           |                       | \$ -             | \$ 22,344    |
|       |       |                 |                  | SEQUENCE OF WORK AND NARRATIVE (1 SHEET)                         |                       | \$ -             | \$ 2,140     |
|       |       |                 |                  | ADVANCE WARNING SIGN LAYOUTS (1 SHEET)                           |                       | \$ -             | \$ 2,572     |
|       |       |                 |                  | TYPICAL SECTIONS (2 SHEETS)                                      |                       | \$ -             | \$ 5,296     |
|       |       |                 |                  | LAYOUTS (12 SHEETS)                                              |                       | \$ -             | \$ 17,652    |

|                                                               |                     |         |
|---------------------------------------------------------------|---------------------|---------|
| CR 199 Reconstruction<br>9/20/2023<br>Detailed Cost Breakdown | Project Fee Summary |         |
|                                                               | Basic Services      | 831,016 |
|                                                               | Special Services    | -       |
|                                                               | Total Project       | 831,016 |

| Tasks                  |       |                 |                  |                                                            | Subconsultants        |                  | Total        |
|------------------------|-------|-----------------|------------------|------------------------------------------------------------|-----------------------|------------------|--------------|
| Phase                  | Task  | Activity        | Basic or Special | Task Description                                           | Gram Traffic Counting | Total Sub Effort | Total Effort |
|                        |       |                 |                  | STANDARDS (15 SHEETS)                                      |                       | \$ -             | \$ 1,642     |
|                        |       |                 |                  | QUANTITY SUMMARY (1 SHEET)                                 |                       | \$ -             | \$ 2,140     |
|                        |       |                 |                  | QC                                                         |                       | \$ -             | \$ 2,100     |
|                        |       |                 |                  |                                                            |                       | \$ -             | \$ -         |
| 01                     | 163.2 | PM / Production | Basic            | STORM WATER MANAGEMENT PLAN AND TREE PRESERVATION SERVICES |                       | \$ -             | \$ -         |
|                        |       |                 |                  | SW3P DESIGN                                                |                       | \$ -             | \$ 16,424    |
|                        |       |                 |                  | TREE PROTECTION PLAN                                       |                       | \$ -             | \$ 2,176     |
|                        |       |                 |                  | SW3P SUMMARY SHEET (2 SHEETS)                              |                       | \$ -             | \$ 1,520     |
|                        |       |                 |                  | EPIC SHEET (1 SHEET)                                       |                       | \$ -             | \$ 1,304     |
|                        |       |                 |                  | SW3P LAYOUTS (6 SHEETS)                                    |                       | \$ -             | \$ 8,264     |
|                        |       |                 |                  | TREE PROTECTION SUMMARY TABLE (1 SHEET)                    |                       | \$ -             | \$ 1,520     |
|                        |       |                 |                  | TREE PROTECTION LAYOUTS (6 SHEETS)                         |                       | \$ -             | \$ 3,004     |
|                        |       |                 |                  | STANDARDS (3 SHEETS)                                       |                       | \$ -             | \$ 1,426     |
|                        |       |                 |                  | QUANTITY SUMMARY (1 SHEET)                                 |                       | \$ -             | \$ 2,140     |
|                        |       |                 |                  | QC                                                         |                       | \$ -             | \$ 2,100     |
|                        |       |                 |                  |                                                            |                       | \$ -             | \$ -         |
| 01                     | 163.3 | PM / Production | Basic            | SUPPLEMENTAL PS&E DOCUMENTS                                |                       | \$ -             | \$ -         |
|                        |       |                 |                  | OPCC                                                       |                       | \$ -             | \$ 8,084     |
|                        |       |                 |                  | DESIGN WAIVERS/EXCEPTIONS                                  |                       | \$ -             | \$ 2,672     |
|                        |       |                 |                  | CTD                                                        |                       | \$ -             | \$ 6,832     |
|                        |       |                 |                  | PROJECT MANUAL                                             |                       | \$ -             | \$ 14,848    |
|                        |       |                 |                  | TDLR                                                       |                       | \$ -             | \$ 3,936     |
|                        |       |                 |                  | QC                                                         |                       | \$ -             | \$ 2,800     |
|                        |       |                 |                  |                                                            |                       | \$ -             | \$ -         |
| Total Hours / Quantity |       |                 |                  |                                                            | \$ 1,705              |                  |              |
| Total Effort           |       |                 |                  |                                                            | \$ 1,705              | \$ 1,705         | \$ 831,016   |

September 13, 2023

**Andrea Bryant, PE**  
Transportation Design  
Freese and Nichols, Inc.  
512-617-3163 (Direct)  
512-293-0883 (Mobile)  
Andrea.Bryant@freese.com



## WORK AUTHORIZATION AGREEMENT

GRAM Traffic Counting Inc. will conduct the following data collection in Hutto, Texas for the project information provided, *if applicable*:

**Special Collection Instructions:** \_\_\_\_\_  
(i.e. Date, Weather Conditions, Weekday/Weekend, Etc.)

### Turning Movement Counts (7:00-9:00AM & 4:00-6:00PM) (Vehicles, Heavy Vehicles, Pedestrians)

1. CR 199 & FM 1660
2. CR 199 & Bridges at Cross Creek Blvd
3. CR 199 & Longbridge Dr
4. CR 199 & CR 132

### 24-Hour Automated Classification Counts (FHWA 13-Bin Classification)

5. CR 199, Between Bridges at Cross Creek Blvd & Longbridge Dr

| Service                      | Counters |   | Units |         | Rate     |            | Totals                      |
|------------------------------|----------|---|-------|---------|----------|------------|-----------------------------|
| Turning Movement Count       | 4        | x | 4     | hour(s) | \$85.00  | /per hour= | <b>Sub Total \$1,360.00</b> |
| 24-Hour Classification Count | 1        | x | 1     | day(s)  | \$250.00 | /per day=  | <b>Sub Total \$250.00</b>   |
| Project Manager              | 1        | x | 1     | hour(s) | \$50.00  | /per hour= | <b>Sub Total \$50.00</b>    |
| Number of Miles              | 68.80    |   | miles |         | \$0.655  | /per mile= | <b>Sub Total \$45.06</b>    |
|                              |          |   |       |         |          |            | <b>Total \$1,705.06</b>     |

**Corporate Office**  
3751 FM 1105, Bldg. A  
Georgetown, TX 78626  
Stacie Bittner, President

**Houston**  
13940 Bammel North Houston Rd, Ste. 216  
Houston, TX 77066  
Randall Smith, Branch Manager

**San Antonio**  
6323 Sovereign Drive, Ste. 178  
San Antonio, TX 78229  
Anthony Holguin, Branch Manager

**Project Total = \$1,705.06**



**NOTICE:** Unless otherwise noted by a provided contract with specific fees and rates with set terms and conditions for the work to be completed by GRAM, the client agrees to pay the rates and fees as quoted and agreed to in this Work Authorization Agreement. Price is good for 90 days from the date of this work authorization or for the duration of the respective contract as it pertains. ***The information gathered and provided under this work authorization is proprietary to the client authorizing the requested work and may not be sold to others by GRAM or its affiliates.***

*If Applicable, Please Note:*

**Client Project Number:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Project Manager:** \_\_\_\_\_

**Special Invoicing Instructions (Check All Applicable):**

\_\_\_\_\_ Project Number  
\_\_\_\_\_ Project Name  
\_\_\_\_\_ Project Manager  
\_\_\_\_\_ TxDOT/City/County Contract Number: \_\_\_\_\_  
\_\_\_\_\_ Special Documentation/Back Up Required with Invoice: \_\_\_\_\_  
\_\_\_\_\_ Special Attention to: \_\_\_\_\_  
\_\_\_\_\_ Other: \_\_\_\_\_

**Approved By Client's Authorized Representative:**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**

*Stacie Bittner*

**Submitted By:**

**Corporate Office**

3751 FM 1105, Bldg. A  
Georgetown, TX 78626  
Stacie Bittner, President

**Houston**

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San Antonio, TX 78229  
Anthony Holguin, Branch Manager

[illegible]

|                                                   |           |                                                                                       |                    |                                                                                       |                       |                                                                                       |                    |                                                                                       |                 |                                                                                       |
|---------------------------------------------------|-----------|---------------------------------------------------------------------------------------|--------------------|---------------------------------------------------------------------------------------|-----------------------|---------------------------------------------------------------------------------------|--------------------|---------------------------------------------------------------------------------------|-----------------|---------------------------------------------------------------------------------------|
| Project: CR 199 Reconstruction<br>Date: 9/20/2023 | Task      |  | Project Summary    |  | Manual Task           |  | Start-only         |  | Deadline        |  |
|                                                   | Split     |  | Inactive Task      |  | Duration-only         |  | Finish-only        |  | Progress        |  |
|                                                   | Milestone |  | Inactive Milestone |  | Manual Summary Rollup |  | External Tasks     |  | Manual Progress |  |
|                                                   | Summary   |  | Inactive Summary   |  | Manual Summary        |  | External Milestone |  |                 |                                                                                       |







**ADDENDUM TO TASK ORDER #23-005B-001**

**September 28, 2023**

By my signature below, I hereby certify and verify that all the provisions of Master Services Agreement for FREESE AND NICHOLS, INC. Paragraph 18. Miscellaneous Provisions, (i) HB 1295 COMPLIANCE AND NO BOYCOTT PROVISIONS, have been complied with and that the HB 1295 Form is on file with the City Secretary and that I will not Boycott Israel, Energy Companies or Firearm Entities or Trade Associations.

CONSULTANT: FREESE AND NICHOLS, INC.

By:

A handwritten signature in blue ink that reads 'John New'. The signature is written in a cursive, flowing style.

Print Name: John New  
Title: Vice President

# AGENDA ITEM REPORT

13.4.



**To:** City Council  
**Subject:** Consideration and possible action on Resolution No. R-2023-260 approving the amendment to Individual Project Order (IPO) 2023-06 with DCS Engineering for professional services to include the design for the SmartBall Testing, Pressure Testing, and Iron Removal (CIP Project No. W-016) in the amount of \$643,860 (Matt Rector)  
**Meeting:** Thursday, October 12, 2023  
**Department:** Engineering /  
**Staff Contact:** Matt Rector

## BACKGROUND INFORMATION:

On September 7, 2023 the City Council approved Resolution no. R-2023-199 regarding Rotation List for Utility Engineering professional services with five consulting firms as a mechanism for Construction Related Professional Services (engineering/architecture) where the City hires multiple firms based on demonstrated competence and qualifications to perform a general scope of services and makes individual assignments on a rotating basis.

Firms have been assigned projects in the order that they were selected. So, the first contract is assigned to the first consultant, followed by the next and repeats after the last consultant assignment. The cycle then repeats. If a firm is unable or unwilling to execute a project, the next firm in line will then be used. This initial contract would be good for FY 2024. However, there are two one-year extensions possible for each of these firms.

The scope of work includes Smart Ball and Pressure Testing of 26 miles of Shiloh Water Transmission Line and Iron Removal System at Shiloh Pumping Station.

The purpose of this item is to award an Individual Project Order (IPO) to DCS LLC as an approved consultant of the City's selected firms on the Utility Engineering rotation list.

## SUMMARY OF REQUEST:

Approval of resolution as presented

## STAFF REVIEW:

Staff recommends approval

## FISCAL NOTES:

# AGENDA ITEM REPORT

13.4.



Funding is not available for this item. On this agenda is a Reimbursement Resolution which if approved, will allow award of this item in the amount of \$644k to be awarded from Utility Fund Balance.

## ATTACHMENTS:

1. 20231009 DCS Resolution for SmartBall testing
2. Exh A 2023.10.03\_CIP Project No. W-016 - Proposed SmartBall

**RESOLUTION NO. R-2023-260**

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,  
APPROVING AN AMENDMENT TO TASK ORDER  
BETWEEN DCS ENGINEERING, LLC AND THE CITY OF  
HUTTO IN THE AMOUNT OF \$643,860 FOR CIP PROJECT  
NO. W-016 SMART BALL TESTING AND PRESSURE  
TESTING SHILOH TO FRAMESWITCH; AUTHORIZING  
THE CITY MANAGER TO EXECUTE THE TASK ORDER;  
PROVIDING PROPER NOTICE & MEETING, AND  
PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Hutto, Texas (“City”) selected DCS Engineering, LLC to be included as part of the Utilities rotation list; and

**WHEREAS**, the City Council desires to execute a task order with DCS Engineering, LLC, in the amount of \$643,860 for services related to the CIP Project No. W-016 Proposed Smart Ball Testing and Pressure Testing Shiloh to Frameswitch; and

**WHEREAS**, the City Council desires to authorize the City Manager to execute a task order with DCS Engineering, LLC, in the form included in the contract documents and approved by the City Attorney, for the contract price, and within the contract time in accordance with other terms and conditions of the contract documents agreed to by DCS Engineering, LLC; and

**WHEREAS**, the City Council authorizes the City Manager to execute any change orders to the contract that are less than \$50,000.00.

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

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

**Section 2:** That the Hutto City Council hereby approves and authorizes the City Manager to execute the Task Order, attached as Exhibit A, a copy of the same being attached hereto and incorporated herein for all purposes.

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

**Section 4.** This Resolution shall take effect immediately upon its passage.



PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 12th day of October 2023 on vote of \_\_AYES; \_\_NAYS; \_\_ABSTENTIONS.

**THE CITY OF HUTTO, TEXAS**

\_\_\_\_\_  
Mike Snyder, Mayor

**ATTEST:**

\_\_\_\_\_  
Angela Lewis, City Secretary



## **TASK ORDER #23-06C-001**

### **Proposed UTILITIES ROTATION LIST**

---

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

1. Background Data
  - a. Effective Date of Task Order #23-06C-001: September 21, 2023
  - b. Owner: City of Hutto
  - c. Vendor: DCS

Specific Project (title): CIP Project No. W-016 - Proposed SmartBall Testing and Pressure Testing Shiloh to Frameswitch

- 1) Scope of services for CIP Project No. W-016 - Proposed Smart Ball Testing and Pressure Testing Shiloh to Frameswitch will include the following engineering services:
  - a. Smart Ball Testing of 26 miles of Shiloh Water Transmission Line
  - b. Pressure Testing of 26 miles of Shiloh Water Transmission Line
  - c. Refer to attached proposal for full details of engineering scope, fee proposal, and schedule for performing study, final design, advertising/bidding, and construction phase services.

2. Fee: NTE \$643,860.00

**Point of Contact**

Matt Rector

City Engineer

[Matt.Rector@HuttoTX.gov](mailto:Matt.Rector@HuttoTX.gov)

512-759-4025

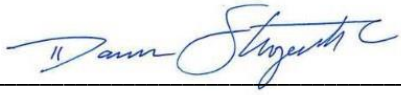
Vendor agrees to provide the services within this Task Order and Vendor is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order {#23-06C-001} is September 21, 2023.

OWNER:

CONSULTANT:

By: \_\_\_\_\_

By: 

Print Name: \_\_\_\_\_

Print Name: Darren C Strozewski

Title: \_\_\_\_\_

Title: Principal

## TASK ORDER No. 23-06C-001

Describing a specific agreement between DCS Engineering, LLC (the Consultant), and City of Hutto (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated September 21, 2023, which is incorporated herein by reference. The work performed by the Consultant will be done confidentially at all times. No information will be shared or discussed with anyone other than the Client and the Client's specified interested parties unless prior authorization from the Client is received in writing by the Consultant.

**Identification of Project:** CIP Project No. W-016 – Proposed SmartBall Testing and Pressure Testing Shiloh to Frameswitch

**DCS Project No:** 20101544

### 1. Specific Scope of Basic Services:

Per City's request on September 8, 2023 and scope meeting with City Staff on October 2, 2023, DCS Engineering, LLC (DCS) is proposing to provide professional engineering services for the study, final design, bidding, and/or construction phase services for the below tasks:

- a. Smart Ball Testing of 26 miles of Shiloh Water Transmission Line
- b. Pressure Testing of 26 miles of Shiloh Water Transmission Line

For the last several years, the City's repair crews have made emergency repairs on the transmission pipeline due to unanticipated pipe leaks/breaks. This caused the pipeline to be out of service for periods of time. This work has found the constructed pipeline with conditions which could be problematic. These conditions may exist throughout the entire length of the pipeline. Due to the critical nature of this pipeline to the City's water supply system and prior to activating the Shiloh Pumping Station and Noack In-line Pumping Station, this scope of work includes analyzing the existing 26 miles of Shiloh Water Transmission Line for leaks and air pockets (i.e. air binding analysis) via the use of the SmartBall technology. Pressure Testing of the pipeline will also be performed after the SmartBall work has been completed. These two work items are being undertaken to validate the constructed condition of the pipeline, confirm the pipeline can operate at the planned increased pressures, and/or proactively make repairs to the pipeline prior to additional failures.

#### I. Smart Ball Testing of 26 miles of Shiloh Water Transmission Line

The components of the proposed Smart Ball testing are described below:

- A third-party contractor (Pure Technologies) will utilize its Smart Ball untethered probe that uses a remote sensing technology to obtain information on leaks and/or air binding in addition to identifying its location within six feet of accuracy for gathering data used to analyze the system integrity of the 26 miles of 16" Shiloh Transmission Line.
- Testing and Implementation Plan: DCS will develop the testing plan, provide project management, oversee the work with one DCS representative with each of the two SmartBall field crews during data collection, analyze/compile/draw conclusions from the data, recommend corrective actions and next steps to the City, identify proposed air release locations where air binding is found (design and plans for these installations is specifically excluded from this scope of work), coordinate the activities, record pipe material and pressure class on any pipelines exposed to complete the above work, and work with the City staff to implement testing without extended facility down time.
- Analysis and Technical Memorandum: DCS will prepare a technical memorandum summarizing the work, findings, review findings against record drawing information and note corrections to those drawings (redline markups), and corrective actions to memorialize the study for long term storage/reference in the City's files. Technical memorandum will include recommendations for routine follow-up testing and/or preventative maintenance activities to maintain the capacity of the pipeline and/or monitor its conveyance capacity. Work will include detailed schedule for field implementation which will be coordinated with the City's Operations Staff.
- Sensors used to perform the work will be attached to air release valves, flanges, or other metallic items immediately adjacent to the pipe to collect data. All field work required to

conduct the work that requires clearing, excavation to expose the pipeline or its appurtenances, and/or modifications to the pipeline are specifically excluded from the work. If these are identified to be required during the development of the testing plan, a third-party contractor will be retained by the City to perform the required work and paid by the City for this work.

- Project Inspection and Field Services: Work shall include:
  - i. Use the SmartBall system of free-swimming pipeline inspection platform to obtain information on leaks and/or air binding within the transmission pipeline.
  - ii. Inspect the transmission pipeline by gathering field-collected GPS data on the horizontal X-Y mapping alignment of the pipeline through deployments.
  - iii. Use devices to travel the 26 miles of transmission pipeline in one deployment using the water in the pipeline to move the device through it. Work will include but not be limited to coordination efforts with the City to draw down storage tank levels, run optimum number of pumps to achieve target velocity, identification of retrieval points at known obstructions in pipeline (i.e. Noack Pumping Station), and reduce downtime.
  - iv. Identify leak, air pockets, pipe material changes, and valve locations.
  - v. Generate a horizontal X-Y map with a summary report.
  - vi. DCS will hold weekly check-in meeting with the contractor to keep track of the progress on the job.
  - vii. DCS will review the contractor's summary report and coordinate with the City prior to performing hydrostatic pressure testing on the pipeline to confirm identified leaks and air pockets have been repaired (i.e. air release valve installed and pipe leak repaired).
  - viii. DCS will provide recommendations to the City on the next steps after reading and analyzing the results from the remote sensing test.

## **II. Pressure Testing of 26 miles of Shiloh Water Transmission Line**

The components of the proposed Transmission line Pressure Testing are described below:

- Testing and Implementation Plan: DCS will develop the testing plan for the 26 miles of transmission line including the protocols for pressure testing, pipe segments of concern, valves to isolate individual segments, location of flushing valves to connect to for pressurizing isolated segments, and testing pressure.
- All field work required to conduct the work that requires clearing, excavation to expose the pipeline or its appurtenances, and/or modifications to the pipeline are specifically excluded from the work. If these are identified to be required during the development of the testing plan, a third-party contractor will be retained by the City to perform the required work and paid by the City for this work.
- DCS will provide project management, oversee and have one DCS representative with the one anticipated field crew during data collection and testing, analyze/compile/draw conclusions from the data, recommend corrective actions and next steps to the City, identify pipe material pressure rating deficiencies along the route (design and plans to correct deficiencies is specifically excluded from this scope of work), coordinate the activities, record pipe material and pressure class on any pipelines exposed to complete the above work, and work with the City staff to implement testing without extended facility down time.
- Design Phase: DCS will include provisions in the bid documents for the Contractor to procure pipe pressure classes and materials, ductile iron fittings, coupling, megalug, etc. in sufficient quantity and to be conveyed to the City at the beginning of the project for storage. These materials will be used by the Contractor and his repair crews with equipment (two minimum, on hand during testing) to perform emergency repairs in the event blowouts occur during testing.
- Bidding and Award Services: DCS will create a bid package to obtain public bids for the pressure testing and follow the public bidding and award process as outlined below under Item 5.0.
- A third-party contractor will utilize AWWA test criteria to test pipe integrity to confirm leaks are below the maximum allowable rates and confirm the pipe installed in the ground meets or exceeds the rated pressure class for that pipe segment per the Record Drawings (i.e. 165 psi to 250-psi). Collected data will be used to analyze the system integrity of the 26 miles of 16" Shiloh Transmission Line.



- Analysis and Technical Memorandum: DCS will prepare a technical memorandum summarizing the work, findings, review findings against record drawing information and note corrections to those drawings (redline markups), and recommend corrective actions to memorialize the study for long term storage/reference in the City's files. Technical memorandum will include any recommendations for routine follow-up testing and/or preventative maintenance activities to maintain the capacity of the pipeline and/or monitor its conveyance capacity. Work will include detailed schedule for field implementation which will be coordinated with the City's Operations Staff.
- Project Inspection and Field Services: Work shall include:
  - i. Contractor's scope of work may include but not be limited to:
    1. Installation of a tap on the pipeline at the low point of each segment to be tested.
    2. Expel all air by pumping water into the pipeline segment to be tested.
    3. Pressurize the pipeline segment to the specified pressure.
    4. Install pressure gauges for monitoring each segment during the hydrostatic pressure test.
  - ii. Utilize the field-collected GPS data on the horizontal X-Y mapping alignment from the SmartBall work to record information collected under this task.
  - iii. Work will include but not be limited to coordination efforts with the City to draw down or fill storage tanks as needed to accommodate testing and reduce downtime.
  - iv. Generate a map with a summary report.
  - v. DCS will hold weekly check-in meeting with the contractor to keep track of the progress on the job.
  - vi. DCS will provide recommendations to the City on the next steps after reading and analyzing the results from the testing.

#### ITEM 1.0 - PROJECT MANAGEMENT

##### 1.1 Management Plan

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

##### 1.2 Subconsultant Management

The ENGINEER shall provide management of Subconsultants including coordination of their project services. The list of sub-consultants is included below.

##### 1.3 Project Meetings

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

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

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

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

1.3.4 90 Percent Design Review: The ENGINEER shall conduct a 90 percent design review at the City office after submittal and City review of the 90 percent plans and

- specifications. The purpose of this meeting is to collect and discuss city comments on the 90 percent design plans, identify any decisions needed from City staff, etc.
- 1.3.5 Monthly Status Meetings: The ENGINEER shall conduct monthly status meetings at the City office during the course of the work. Items to be discussed during the monthly meeting may include, but not be limited to, progress reports, technical issues, policy interpretations, anticipated challenges, decisions needed from City staff, goals, invoices, etc. The City Engineer shall schedule the meetings and may cancel or call for additional meetings as needed.
- 1.4 Quality Assurance/Quality Control  
The ENGINEER shall provide Quality Assurance/Quality Control by having a senior representative of the ENGINEER review the final plans and specifications with their comments addressed prior to submitting the final review plans and specifications to the City.
- 1.5 Project Schedule  
The ENGINEER shall prepare a Project Schedule in order to identify the critical path(s) and challenges within the implementation of the Project.
- 1.6 Engineer's Opinion of Most Probable Cost  
The ENGINEER will prepare an "Opinion of Most Probable Cost" which shall include the estimated construction cost for the interceptor at the conclusion of the Preliminary Design, 90% Plan Submittal, and Final Submittal of work. Additional costs will be included for "soft" costs (engineering fees, surveying fees, legal fees, permitting fees, etc.) associated with the final design.

#### ITEM 2.0 - FINAL DESIGN SERVICES

- 2.1 Conduct project kick off meeting with Client to review critical aspects of the project and previously identified construction items.
- 2.2 Provide monthly project status updates with Client during the design phase of the project.
- 2.3 Advise the Client, of any soil and foundation investigations or any special testing which, in the opinion of the Engineer, may be required for the proper execution of the Project.
- 2.4 Conduct a 30% design review meeting with Client, Operator, and other individuals representing the Client.
- 2.5 Conduct a 90% design review meeting with Client, Operator, and other individuals representing the Client.
- 2.6 Generate an engineer's opinion of most probable cost of construction and advise the Client of any changes to this cost at 90% plan and 100% plan completion.
- 2.7 Furnish to the Client, where required by the circumstances of the assignment, the engineering and/or survey data necessary for applications for routine permits by local, state and federal authorities (as distinguished from detailed applications and supporting documents for government grants-in-aid, state loan programs, planning advances or to meet the requirements of the special programs of the federal government). The Engineer shall also assist the Client in obtaining approval of the aforementioned routine permit applications from local, state, and federal authorities.
- 2.8 Perform field surveys to collect information, which in the opinion of the Engineer, is required in the design of the project. Access to the project site shall be provided.
- 2.9 Prepare specifications and contract drawings, for construction authorized by the Client and submit to the applicable local and state agencies for approval.
- 2.10 Specifications will be prepared in conformance with the sixteen-division format of the Construction Specification Institute and will be based upon Engineer's master specifications. The General Conditions and other Contract Documents will be the Engineer's standard documents.
- 2.11 Prepare for review and approval by Client, its legal counsel and other advisors, contract agreement forms, general and supplementary conditions of the construction contract, proposal form, invitation to bid and instructions to bidders.

- 2.12 Evaluations of the Client's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by Engineer, represent Engineer's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Engineer nor the Client has control over the cost of labor, materials or equipment; over the Contractor's methods of determining bid prices; or over competitive bidding, market or negotiating conditions. Accordingly, Engineer cannot and does not warrant or represent that bids, or negotiated prices, will not vary from the Client's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by Engineer.
- 2.13 Furnish the Client all necessary copies of review sets and final approved plans, specifications, notices to bidders, and proposals. Furnish two sets of half sized prints and two sets of full-sized prints of signed and approved drawings, electronic files (AutoCAD 2023) to the Client.
- 2.14 Deliverables:
  - 2.14.1. 60 Percent Design Submittal: The 60 Percent design submittal will include plans only.
  - 2.14.2. 90 Percent Design Submittal: The 90 Percent design submittal will include plans, specifications, and 90% Engineer's Opinion of Probable Construction Cost.
  - 2.14.3. Final Submittal: The final submittal will include final plans, specifications, and Engineer's Opinion of Probable Construction Cost.

#### ITEM 3.0 – BIDDING AND AWARD SERVICES

- 3.1. Assist the City in receiving bids from General Contractors for this project. Work will include conducting a pre-bid meeting with the Contractors to review the scope of work as presented on the contract documents described above. Addenda to the bid documents shall be generated as required to address Contractor comments or questions. Additional costs for advertising are not included in this fee proposal and will be billed separately, if required.
- 3.2. The bid documents will be structured to have one bid for the Project.
- 3.3. Civcast will be utilized to maintain the plan holder and distribution lists. Civcast will provide bid packages to the Contractors at no cost. DCS will provide PDF copies of the plans and specification book to Civcast for their use.
- 3.4. Assist the City in the opening and tabulation of bids for construction of the Project, and consult with the City as to the proper action to be taken, based on the engineering considerations involved.
- 3.5. Assist in the preparation of formal Contract Documents, perform the bid tabulation, and letter of recommendation of award for Contractor.

#### ITEM 4.0 - CONSTRUCTION MANAGEMENT & CONSTRUCTION ADMINISTRATION SERVICES

- 4.1. Coordinate and oversee the participation in a Pre-construction conference for the Project to be held at the beginning of construction at the City Engineer's office.
- 4.2. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the contractor submits. This review is for the benefit of the City and covers only general conformance with the information given by the Contract Documents. The contractor is to review and stamp his approval on submittals prior to submitting to Engineer, and review by the Engineer does not relieve the contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with Contract Documents.
- 4.3. Administer monthly construction status meetings and conduct site visit on the same day. Review and recommend for approval Contractor pay request applications. Perform construction management duties for overall project that normally arise during daily construction activities.

- 4.4. Prepare full size record drawings utilizing hand marked changes to the construction plans. Furnish one electronic PDF copy on USB and two 11 x 17 copies of the record drawings to the City.
  - 4.5. Resident Project Representative Services are included in this scope of work for the field work to be performed for the studies. Daily or weekly inspection of the work will be conducted by DCS.
  - 4.6. DCS shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor or the safety precautions and programs incident to the work of the Contractor. DCS shall not guarantee the performance of the Contractor nor be responsible for the acts, errors, omissions or the failure of the Contractor to perform the construction work in accordance with the Contract Documents.
  - 4.7. Construction Staking – Temporary and permanent easement limits will not be staked in the field as part of this work. Construction layout, cut sheets, and staking for line and grade are specifically excluded from this scope of work and shall be provided and paid for by the construction contractor.
  - 4.8. Construction Materials Testing - Construction materials testing is not included in this scope of work. City will contract directly with the materials testing lab for testing and billing of all samples taken during the construction phase of the project.
3. **Owner's Responsibilities**
  - A. Owner shall be responsible for permit fees, cost of newspaper advertisements for all phases of the project, and signatures as necessary for processing.
4. **Sub-Consultants:**
  - A. Smart Ball – Pure Technologies
5. **Additional Services if required:**

Additional Services are those that are not currently anticipated to be a part of this Individual Project Order, but which could become necessary or desired at some time during the project. The Consultant shall perform Additional Services only as authorized to do so by the Client. If the Client requests Additional Services, the Consultant will prepare a specific scope and budget for the services requested for review and approval prior to initiating the services.
6. **Exclusions:**

The following items are specifically excluded from our scope of work but can be provided as additional services:

  - Environmental Investigations
  - Design of electric, gas, telephone, or cable utilities.
  - Landscape Architecture: Landscape construction plans with detailed planting schemes; irrigation plans and amenities designs.
  - Fire protection engineering services including building sprinkler design and fire flow testing.
  - Flood plain modifications, FEMA submittals, offsite hydraulic analysis and design work not specifically included in this Scope of Services.
  - Storm Water Pollution Prevention Plan (SWPPP) will be prepared by the contractor and will require submittal to TCEQ for review and approval.
  - Construction inspection services including routine daily or weekly observations of construction activities being performed by the Contractor to verify Contractor's means, methods, and materials comply with the plans, specifications, and/or approved shop drawings/submittals.
  - Dewatering equipment or on-site sludge dewatering equipment
7. **Schedule:**

The work outlined above shall commence after this agreement is signed by the City which is assumed to be September 21, 2023. Refer to attached project schedule for the schedules for the two tasks including but not limited to study, final design, bidding, and construction phase services associated with the applicable projects.

8. **Deliverables:**
  1. **Smart Ball Testing of 26 miles of Shiloh Water Transmission Line**
    - Testing and Implementation Plan
    - Project Inspection and Field Services
    - Technical Memorandum
  2. **Pressure Testing of 26 miles of Shiloh Water Transmission Line**
    - Testing and Implementation Plan
    - Final Design Services
    - Bidding and Award Services
    - Project Inspection and Field Services
    - Technical Memorandum

9. **Terms of Compensation:**

Our proposed fees for the above detailed scope of work are provided on a Lump sum fee basis unless noted as a Time and Materials fee (T&M) per the below table by task. The below fees will not be exceeded without prior written approval from the City. For time and material tasks, staff will be billed separately per the below Hourly Rates noted in the manhour estimate and utilized as needed. Additional services in addition to the time and material amount will be billed at the Consultant's current rate schedule.

**Fee Schedule**  
**Table No. 1 – Smart Ball Testing of 26 miles of Shiloh Water Transmission Line**

| <b>Task</b> | <b>Description</b>                    | <b>Fee</b>          |
|-------------|---------------------------------------|---------------------|
| 411         | Testing and Implementation Plan       | \$12,160.00         |
| 412         | Project Inspection and Field Services | \$36,530.00         |
| 413         | Analysis and Technical Memorandum     | \$51,520.00         |
| 825         | SmartBall (Pure Technologies, T&M)    | \$406,300.00        |
|             | <b>Table No. 1 Total Fee =</b>        | <b>\$506,510.00</b> |

**Fee Schedule**  
**Table No. 2 - Pressure Testing of 26 miles of Shiloh Water Transmission Line**

| <b>Task</b> | <b>Description</b>                    | <b>Fee</b>          |
|-------------|---------------------------------------|---------------------|
| 421         | Testing and Implementation Plan       | \$8,300.00          |
| 422         | Design Phase                          | \$50,615.00         |
| 423         | Bidding and Award Services            | \$13,535.00         |
| 424         | Project Inspection and Field Services | \$25,790.00         |
| 425         | Analysis and Technical Memorandum     | \$39,110.00         |
|             | <b>Table No. 2 Total Fee =</b>        | <b>\$137,350.00</b> |



### Fee Summary Table

| Description                                                                    | Fee                 |
|--------------------------------------------------------------------------------|---------------------|
| Table No. 1 - Smart Ball Testing of 26 miles of Shiloh Water Transmission Line | \$506,510.00        |
| Table No. 2 - Pressure Testing of 26 miles of Shiloh Water Transmission Line   | \$137,350.00        |
| <b>Total Fee =</b>                                                             | <b>\$643,860.00</b> |

CITY OF HUTTO

DCS

BY: \_\_\_\_\_

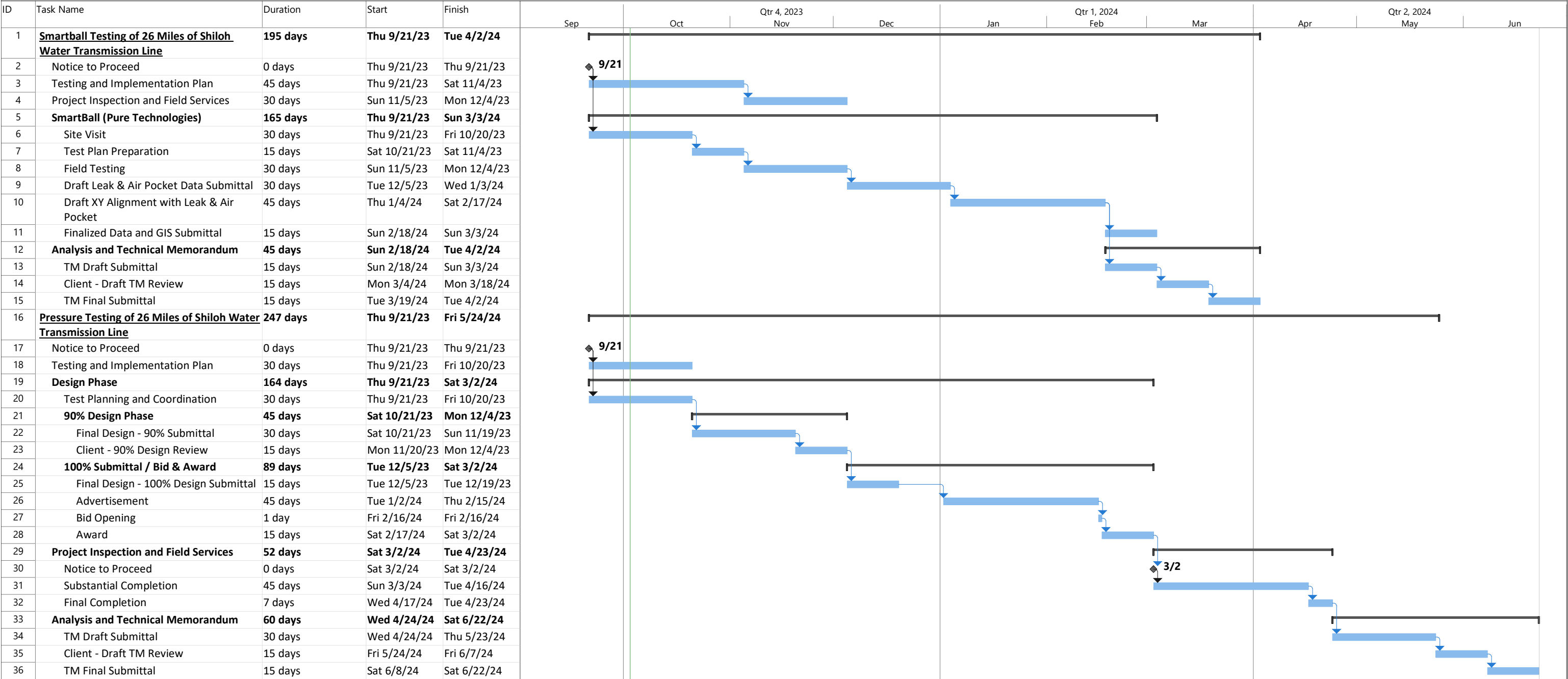
BY:  \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: Principal \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



PROJECT NAME:  
PROJECT NUMBE  
DATE:

CIP Project No. W-016 –  
Proposed SmartBall Testing and Pressure Testing Shiloh to Frameswitch  
20101544  
10/3/23

DCS  
PROJECT FORECAST  
MANHOUR & BUDGET ESTIMATE

|             |                                                                 | PRC                      | VP                | PM          | PM                 | DM                  | ENG                 | ENG                   | ENG                 | ENG                  | ENG                   | ENG          | ENG         | ENG          | ENG                 | CRD         | CRD                 | CAD                 | ADM                     |       |                       |
|-------------|-----------------------------------------------------------------|--------------------------|-------------------|-------------|--------------------|---------------------|---------------------|-----------------------|---------------------|----------------------|-----------------------|--------------|-------------|--------------|---------------------|-------------|---------------------|---------------------|-------------------------|-------|-----------------------|
|             |                                                                 | Strozewski,<br>Darren C. | Musa,<br>Muhammad | Webb, Wiley | Kovlakas,<br>Peter | Hurta, Jordan<br>T. | Psencik,<br>Brandon | Upadhyaya,<br>Ashraya | Perez,<br>Alejandro | Galindo,<br>Patricio | Maldonado,<br>Rodrigo | Bose, Arpita | Patel, Yash | Vyas, Saniya | Villamarin,<br>Ilam | Marks, Cori | Purcell,<br>Jessica | Wiedrich,<br>Taylor | Swinton,<br>Brittany J. | HOURS | \$ BUDGET<br>ESTIMATE |
|             | BILLABLE RATE                                                   | \$ 275                   | \$ 275            | \$ 210      | \$ 210             | \$ 210              | \$ 175              | \$ 175                | \$ 175              | \$ 175               | \$ 175                | \$ 140       | \$ 140      | \$ 120       | \$ 120              | \$ 115      | \$ 90               | \$ 105              | \$ 90                   |       |                       |
|             | SMARTBALL TESTING OF 26 MILES OF SHILOH WATER TRANSMISSION LINE |                          |                   |             |                    |                     |                     |                       |                     |                      |                       |              |             |              |                     |             |                     |                     |                         |       |                       |
| TASK NUMBER | TASK DESCRIPTION                                                |                          |                   |             |                    |                     |                     |                       |                     |                      |                       |              |             |              |                     |             |                     |                     |                         |       |                       |
| 411         | TESTING AND IMPLEMENTATION PLAN                                 |                          |                   |             |                    |                     |                     |                       |                     |                      |                       |              |             |              |                     |             |                     |                     |                         | 0     | \$0                   |
|             | Project Management                                              |                          |                   |             |                    |                     |                     |                       |                     |                      |                       |              |             |              |                     |             |                     |                     |                         | 0     | \$0                   |
|             | Site Visit                                                      |                          |                   |             |                    |                     |                     |                       |                     |                      |                       |              |             |              |                     |             |                     |                     |                         | 0     | \$0                   |
|             | Monthly PM reporting                                            |                          |                   | 2           |                    |                     |                     |                       | 6                   |                      |                       |              |             |              |                     |             |                     |                     |                         | 8     | \$1,470               |
|             | Project Setup, subcontract coordination, etc.                   | 2                        |                   | 4           |                    |                     |                     |                       | 6                   |                      |                       |              |             |              |                     |             | 4                   |                     |                         | 16    | \$2,800               |
|             | Meetings                                                        |                          |                   |             |                    |                     |                     |                       |                     |                      |                       |              |             |              |                     |             |                     |                     |                         | 0     | \$0                   |
|             | Monthly Progress Meetings                                       |                          |                   |             |                    |                     |                     |                       |                     |                      |                       |              |             |              |                     |             |                     |                     |                         | 0     | \$0                   |
|             | Internal Kickoff Meeting                                        | 1                        |                   | 1           |                    |                     |                     |                       | 4                   |                      |                       |              |             |              |                     |             | 4                   |                     |                         | 10    | \$1,545               |
|             | External Kickoff Meeting                                        | 1                        |                   | 2           |                    |                     |                     |                       | 8                   |                      |                       |              |             |              |                     |             | 8                   |                     |                         | 19    | \$2,815               |
|             | 30% Testing Plan and Coordination Milestone Review Meeting      | 1                        |                   | 1           |                    |                     |                     |                       | 2                   |                      |                       |              |             |              |                     |             | 2                   |                     |                         | 6     | \$1,015               |
|             | 90% Testing Plan and Coordination Milestone Review Meeting      | 1                        |                   | 1           |                    |                     |                     |                       | 2                   |                      |                       |              |             |              |                     |             | 2                   |                     |                         | 6     | \$1,015               |
|             | Miscellaneous Meetings (2 total)                                | 2                        |                   | 2           |                    |                     |                     |                       | 2                   |                      |                       |              |             |              |                     |             | 2                   |                     |                         | 8     | \$1,500               |
|             | SUBTOTAL HOURS                                                  | 8                        | 0                 | 13          | 0                  | 0                   | 0                   | 0                     | 30                  | 0                    | 0                     | 0            | 0           | 0            | 0                   | 0           | 22                  | 0                   | 0                       | 73    |                       |
|             | SUBTOTAL \$ BUDGET ESTIMATE                                     | \$2,200                  | \$0               | \$2,730     | \$0                | \$0                 | \$0                 | \$0                   | \$5,250             | \$0                  | \$0                   | \$0          | \$0         | \$0          | \$0                 | \$0         | \$1,980             | \$0                 | \$0                     |       | \$12,160              |
| TASK NUMBER | TASK DESCRIPTION                                                |                          |                   |             |                    |                     |                     |                       |                     |                      |                       |              |             |              |                     |             |                     |                     |                         |       |                       |
| 412         | PROJECT INSPECTION AND FIELD SERVICES                           |                          |                   |             |                    |                     |                     |                       |                     |                      |                       |              |             |              |                     |             |                     |                     |                         | 0     | \$0                   |
|             | Test Planning and Coordination                                  | 8                        |                   | 8           |                    |                     |                     |                       | 60                  |                      |                       |              |             |              |                     |             | 30                  | 24                  |                         | 130   | \$19,600              |
|             | Attend Progress Meetings (6 months)                             | 6                        |                   | 6           |                    |                     |                     |                       | 12                  |                      |                       |              |             |              |                     |             | 12                  |                     |                         | 36    | \$6,090               |
|             | Inspection and Field Services during testing                    | 4                        |                   | 4           |                    |                     |                     |                       | 24                  |                      |                       |              |             |              |                     |             | 24                  |                     |                         | 56    | \$8,300               |
|             | Senior Testing Inspector (on as needed basis)                   |                          |                   |             |                    |                     |                     |                       |                     |                      |                       |              |             |              |                     |             |                     |                     |                         | 0     | \$0                   |
|             | Resident Project Representative Services (on as needed basis)   |                          |                   |             |                    |                     |                     |                       |                     |                      |                       |              |             |              |                     |             |                     |                     |                         | 0     | \$0                   |
|             | Requests for Information (RFIs)                                 |                          |                   | 2           |                    |                     |                     |                       | 8                   |                      |                       |              |             |              |                     |             | 8                   |                     |                         | 18    | \$2,540               |
|             | SUBTOTAL HOURS                                                  | 18                       | 0                 | 20          | 0                  | 0                   | 0                   | 0                     | 104                 | 0                    | 0                     | 0            | 0           | 0            | 0                   | 0           | 74                  | 24                  | 0                       | 240   |                       |
|             | SUBTOTAL \$ BUDGET ESTIMATE                                     | \$4,950                  | \$0               | \$4,200     | \$0                | \$0                 | \$0                 | \$0                   | \$18,200            | \$0                  | \$0                   | \$0          | \$0         | \$0          | \$0                 | \$0         | \$6,660             | \$2,520             | \$0                     |       | \$36,530              |
| TASK NUMBER | TASK DESCRIPTION                                                |                          |                   |             |                    |                     |                     |                       |                     |                      |                       |              |             |              |                     |             |                     |                     |                         |       |                       |
| 825         | SMARTBALL (PURE TECHNOLOGIES)                                   |                          |                   |             |                    |                     |                     |                       |                     |                      |                       |              |             |              |                     |             |                     |                     |                         | 0     | \$406,300             |
|             | SUBTOTAL HOURS                                                  | 0                        | 0                 | 0           | 0                  | 0                   | 0                   | 0                     | 0                   | 0                    | 0                     | 0            | 0           | 0            | 0                   | 0           | 0                   | 0                   | 0                       | 0     |                       |
|             | SUBTOTAL \$ BUDGET ESTIMATE                                     | \$0                      | \$0               | \$0         | \$0                | \$0                 | \$0                 | \$0                   | \$0                 | \$0                  | \$0                   | \$0          | \$0         | \$0          | \$0                 | \$0         | \$0                 | \$0                 | \$0                     |       | \$406,300             |
| TASK NUMBER | TASK DESCRIPTION                                                |                          |                   |             |                    |                     |                     |                       |                     |                      |                       |              |             |              |                     |             |                     |                     |                         |       |                       |
| 413         | ANALYSIS AND TECHNICAL MEMORANDUM                               |                          |                   |             |                    |                     |                     |                       |                     |                      |                       |              |             |              |                     |             |                     |                     |                         | 0     | \$0                   |
|             | Findings Review                                                 | 12                       |                   | 4           |                    |                     |                     |                       | 24                  |                      |                       |              |             |              |                     |             | 2                   |                     |                         | 42    | \$8,520               |
|             | Follow-up and Recommendations                                   | 8                        |                   |             |                    |                     |                     |                       | 16                  |                      |                       |              |             |              |                     |             | 2                   |                     |                         | 26    | \$5,180               |
|             | Prepare TM Draft for QC and Meeting with City                   | 4                        |                   | 4           |                    | 16                  |                     |                       | 80                  |                      |                       |              |             |              |                     |             | 24                  | 16                  |                         | 144   | \$23,140              |
|             | Prepare Engineer's Preliminary OPCC                             |                          |                   |             |                    |                     |                     |                       |                     |                      |                       |              |             |              |                     |             |                     |                     |                         | 0     | \$0                   |
|             | Prepare TM Draft for Submittal/Address QC Comments              | 8                        |                   | 2           |                    | 8                   |                     |                       | 24                  |                      |                       |              |             |              |                     |             | 8                   | 4                   |                         | 54    | \$9,640               |
|             | Prepare Final TM/Address City Comments                          | 4                        |                   |             |                    |                     |                     |                       | 16                  |                      |                       |              |             |              |                     |             | 8                   | 4                   |                         | 32    | \$5,040               |
|             | SUBTOTAL HOURS                                                  | 36                       | 0                 | 10          | 0                  | 24                  | 0                   | 0                     | 160                 | 0                    | 0                     | 0            | 0           | 0            | 0                   | 0           | 44                  | 24                  | 0                       | 298   |                       |
|             | SUBTOTAL \$ BUDGET ESTIMATE                                     | \$9,900                  | \$0               | \$2,100     | \$0                | \$5,040             | \$0                 | \$0                   | \$28,000            | \$0                  | \$0                   | \$0          | \$0         | \$0          | \$0                 | \$0         | \$3,960             | \$2,520             | \$0                     |       | \$51,520              |
|             | PRESSURE TESTING OF 26 MILES OF SHILOH WATER TRANSMISSION LINE  |                          |                   |             |                    |                     |                     |                       |                     |                      |                       |              |             |              |                     |             |                     |                     |                         |       |                       |
| TASK NUMBER | TASK DESCRIPTION                                                |                          |                   |             |                    |                     |                     |                       |                     |                      |                       |              |             |              |                     |             |                     |                     |                         |       |                       |
| 421         | TESTING AND IMPLEMENTATION PLAN                                 |                          |                   |             |                    |                     |                     |                       |                     |                      |                       |              |             |              |                     |             |                     |                     |                         | 0     | \$0                   |
|             | Project Management                                              |                          |                   |             |                    |                     |                     |                       |                     |                      |                       |              |             |              |                     |             |                     |                     |                         | 0     | \$0                   |
|             | Site Visit                                                      |                          |                   |             |                    |                     |                     |                       |                     |                      |                       |              |             |              |                     |             |                     |                     |                         | 0     | \$0                   |
|             | Monthly PM reporting                                            |                          |                   | 2           |                    |                     |                     |                       | 6                   |                      |                       |              |             |              |                     |             |                     |                     |                         | 8     | \$1,470               |
|             | Project Setup, subcontract coordination, etc.                   | 2                        |                   | 2           |                    |                     |                     |                       | 2                   |                      |                       |              |             |              |                     |             | 2                   |                     |                         | 8     | \$1,500               |
|             | Meetings                                                        |                          |                   |             |                    |                     |                     |                       |                     |                      |                       |              |             |              |                     |             |                     |                     |                         | 0     | \$0                   |
|             | Monthly Progress Meetings                                       |                          |                   |             |                    |                     |                     |                       |                     |                      |                       |              |             |              |                     |             |                     |                     |                         | 0     | \$0                   |
|             | Internal Kickoff Meeting                                        | 1                        |                   | 1           |                    |                     |                     |                       | 4                   |                      |                       |              |             |              |                     |             | 4                   |                     |                         | 10    | \$1,545               |
|             | External Kickoff Meeting                                        | 1                        |                   | 2           |                    |                     |                     |                       | 4                   |                      |                       |              |             |              |                     |             | 4                   |                     |                         | 11    | \$1,755               |
|             | 30% Testing Plan and Coordination Milestone Review Meeting      | 1                        |                   | 1           |                    |                     |                     |                       | 2                   |                      |                       |              |             |              |                     |             | 2                   |                     |                         | 6     | \$1,015               |
|             | 90% Testing Plan and Coordination Milestone Review Meeting      | 1                        |                   | 1           |                    |                     |                     |                       | 2                   |                      |                       |              |             |              |                     |             | 2                   |                     |                         | 6     | \$1,015               |
|             | Miscellaneous Meetings (2 total)                                |                          |                   |             |                    |                     |                     |                       |                     |                      |                       |              |             |              |                     |             |                     |                     |                         | 0     | \$0                   |
|             | SUBTOTAL HOURS                                                  | 6                        | 0                 | 9           | 0                  | 0                   | 0                   | 0                     | 20                  | 0                    | 0                     | 0            | 0           | 0            | 0                   | 0           | 14                  | 0                   | 0                       | 49    |                       |
|             | SUBTOTAL \$ BUDGET ESTIMATE                                     | \$1,650                  | \$0               | \$1,890     | \$0                | \$0                 | \$0                 | \$0                   | \$3,500             | \$0                  | \$0                   | \$0          | \$0         | \$0          | \$0                 | \$0         | \$1,260             | \$0                 | \$0                     |       | \$8,300               |
| TASK NUMBER | TASK DESCRIPTION                                                |                          |                   |             |                    |                     |                     |                       |                     |                      |                       |              |             |              |                     |             |                     |                     |                         |       |                       |
| 422         | DESIGN PHASE                                                    |                          |                   |             |                    |                     |                     |                       |                     |                      |                       |              |             |              |                     |             |                     |                     |                         | 0     | \$0                   |
|             | Test Planning and Coordination                                  | 4                        |                   | 4           |                    |                     |                     |                       | 60                  |                      |                       |              |             |              |                     |             | 4                   |                     |                         | 72    | \$12,800              |
|             | Attend Progress Meetings (3 months)                             | 6                        |                   | 6           |                    | 6                   |                     |                       | 12                  |                      |                       |              |             |              |                     |             | 12                  |                     |                         | 42    | \$7,350               |
|             | 90% Design Phase                                                |                          |                   |             |                    |                     |                     |                       |                     |                      |                       |              |             |              |                     |             |                     |                     |                         | 0     | \$0                   |
|             | 90% Design Drawings                                             | 4                        |                   | 4           |                    | 8                   |                     |                       | 40                  |                      |                       |              |             |              |                     |             | 8                   | 20                  |                         | 84    | \$13,440              |
|             | 90% Specifications                                              | 4                        |                   |             |                    | 6                   |                     |                       | 12                  |                      |                       |              |             |              |                     |             | 12                  |                     |                         | 34    | \$5,540               |
|             | QA/QC of 90% Design Deliverables                                | 2                        |                   | 4           |                    | 8                   |                     |                       |                     |                      |                       |              |             |              |                     |             |                     |                     |                         | 14    | \$3,070               |
|             | Prepare Engineer's 90% Design OPCC                              | 1                        |                   |             |                    | 4                   |                     |                       | 8                   |                      |                       |              |             |              |                     |             |                     |                     |                         | 13    | \$2,515               |
|             | 90% Design Milestone Plan Review Meeting Preparation            |                          |                   |             |                    |                     |                     |                       |                     |                      |                       |              |             |              |                     |             |                     |                     |                         | 0     | \$0                   |
|             | Ready for Bid Phase                                             |                          |                   |             |                    |                     |                     |                       |                     |                      |                       |              |             |              |                     |             |                     |                     |                         | 0     | \$0                   |
|             | Prepare Issued for Bid Drawings                                 |                          |                   | 2           |                    | 4                   |                     |                       | 8                   |                      |                       |              |             |              |                     |             | 4                   | 4                   |                         | 22    | \$3,440               |
|             | Prepare Issued for Bid Specifications                           |                          |                   |             |                    | 2                   |                     |                       | 4                   |                      |                       |              |             |              |                     |             | 4                   |                     |                         | 10    | \$1,480               |
|             | Prepared Issued for Bid Engineer's OPCC                         |                          |                   | 1           |                    | 2                   |                     |                       | 2                   |                      |                       |              |             |              |                     |             |                     |                     |                         | 5     | \$980                 |

DCS  
PROJECT FORECAST  
MANHOUR & BUDGET ESTIMATE

|                 |                                                                                                  |
|-----------------|--------------------------------------------------------------------------------------------------|
| PROJECT NAME:   | CIP Project No. W-016 –<br>Proposed SmartBall Testing and Pressure Testing Shiloh to Frameswitch |
| PROJECT NUMBER: | 20101544                                                                                         |
| DATE:           | 10/3/23                                                                                          |

|             |                                                                           | PRC                   | VP             | PM          | PM              | DM               | ENG              | ENG                | ENG              | ENG               | ENG                | ENG          | ENG         | ENG          | ENG              | CRD         | CRD              | CAD              | ADM                  | HOURS | \$ BUDGET ESTIMATE |
|-------------|---------------------------------------------------------------------------|-----------------------|----------------|-------------|-----------------|------------------|------------------|--------------------|------------------|-------------------|--------------------|--------------|-------------|--------------|------------------|-------------|------------------|------------------|----------------------|-------|--------------------|
|             |                                                                           | Strozewski, Darren C. | Musa, Muhammad | Webb, Wiley | Kovlakas, Peter | Hurta, Jordan T. | Psencik, Brandon | Upadhyaya, Ashraya | Perez, Alejandro | Galindo, Patricio | Maldonado, Rodrigo | Bose, Arpita | Patel, Yash | Vyas, Saniya | Villamarin, Ilam | Marks, Cori | Purcell, Jessica | Wiedrich, Taylor | Swinton, Brittany J. |       |                    |
|             | BILLABLE RATE                                                             | \$ 275                | \$ 275         | \$ 210      | \$ 210          | \$ 210           | \$ 175           | \$ 175             | \$ 175           | \$ 175            | \$ 175             | \$ 140       | \$ 140      | \$ 120       | \$ 120           | \$ 115      | \$ 90            | \$ 105           | \$ 90                | 296   |                    |
|             | SUBTOTAL HOURS                                                            | 21                    | 0              | 21          | 0               | 40               | 0                | 0                  | 146              | 0                 | 0                  | 0            | 0           | 0            | 0                | 0           | 44               | 24               | 0                    |       |                    |
|             | SUBTOTAL \$ BUDGET ESTIMATE                                               | \$5,775               | \$0            | \$4,410     | \$0             | \$8,400          | \$0              | \$0                | \$25,550         | \$0               | \$0                | \$0          | \$0         | \$0          | \$0              | \$0         | \$3,960          | \$2,520          | \$0                  |       | \$50,615           |
| TASK NUMBER | TASK DESCRIPTION                                                          |                       |                |             |                 |                  |                  |                    |                  |                   |                    |              |             |              |                  |             |                  |                  |                      |       |                    |
| 423         | BIDDING AND AWARD SERVICES                                                |                       |                |             |                 |                  |                  |                    |                  |                   |                    |              |             |              |                  |             |                  |                  |                      | 0     | \$0                |
|             | Assist City with advertisement of bids                                    |                       |                | 2           |                 |                  |                  |                    | 2                |                   |                    |              |             |              |                  |             | 4                |                  |                      | 8     | \$1,130            |
|             | Attend and conduct pre-bid conference                                     | 1                     |                | 4           |                 |                  |                  |                    | 10               |                   |                    |              |             |              |                  |             | 6                |                  |                      | 21    | \$3,405            |
|             | Answer Civacast questions and issue addenda of Contract Documents         | 1                     |                | 2           |                 |                  |                  |                    | 6                |                   |                    |              |             |              |                  |             | 8                |                  |                      | 17    | \$2,465            |
|             | Consult Owner for the acceptability of substitute materials and equipment |                       |                |             |                 |                  |                  |                    |                  |                   |                    |              |             |              |                  |             |                  |                  |                      | 0     | \$0                |
|             | Attend and conduct bid opening, evaluate bids, prep bid tab               | 4                     |                | 4           |                 |                  |                  |                    | 8                |                   |                    |              |             |              |                  |             | 2                |                  |                      | 18    | \$3,520            |
|             | Letter of Recommendation                                                  | 2                     |                | 2           |                 |                  |                  |                    | 4                |                   |                    |              |             |              |                  |             | 4                |                  |                      | 12    | \$2,030            |
|             | Conform Construction Documents                                            | 1                     |                |             |                 |                  |                  |                    | 2                |                   |                    |              |             |              |                  |             | 4                |                  |                      | 7     | \$985              |
|             | SUBTOTAL HOURS                                                            | 9                     | 0              | 14          | 0               | 0                | 0                | 0                  | 32               | 0                 | 0                  | 0            | 0           | 0            | 0                | 0           | 28               | 0                | 0                    | 83    |                    |
|             | SUBTOTAL \$ BUDGET ESTIMATE                                               | \$2,475               | \$0            | \$2,940     | \$0             | \$0              | \$0              | \$0                | \$5,600          | \$0               | \$0                | \$0          | \$0         | \$0          | \$0              | \$0         | \$2,520          | \$0              | \$0                  |       | \$13,535           |
| TASK NUMBER | TASK DESCRIPTION                                                          |                       |                |             |                 |                  |                  |                    |                  |                   |                    |              |             |              |                  |             |                  |                  |                      |       |                    |
| 424         | PROJECT INSPECTION AND FIELD SERVICES                                     |                       |                |             |                 |                  |                  |                    |                  |                   |                    |              |             |              |                  |             |                  |                  |                      | 0     | \$0                |
|             | Inspection and Field Services during testing (6 one day trips)            | 6                     |                | 12          |                 |                  |                  |                    | 72               |                   |                    |              |             |              |                  |             | 72               |                  |                      | 162   | \$23,250           |
|             | Senior Testing Inspector (on as needed basis)                             |                       |                |             |                 |                  |                  |                    |                  |                   |                    |              |             |              |                  |             |                  |                  |                      | 0     | \$0                |
|             | Resident Project Representative Services (on as needed basis)             |                       |                |             |                 |                  |                  |                    |                  |                   |                    |              |             |              |                  |             |                  |                  |                      | 0     | \$0                |
|             | Requests for Information (RFIs)                                           |                       |                | 2           |                 |                  |                  |                    | 8                |                   |                    |              |             |              |                  |             | 8                |                  |                      | 18    | \$2,540            |
|             | SUBTOTAL HOURS                                                            | 6                     | 0              | 14          | 0               | 0                | 0                | 0                  | 80               | 0                 | 0                  | 0            | 0           | 0            | 0                | 0           | 80               | 0                | 0                    | 180   |                    |
|             | SUBTOTAL \$ BUDGET ESTIMATE                                               | \$1,650               | \$0            | \$2,940     | \$0             | \$0              | \$0              | \$0                | \$14,000         | \$0               | \$0                | \$0          | \$0         | \$0          | \$0              | \$0         | \$7,200          | \$0              | \$0                  |       | \$25,790           |
| TASK NUMBER | TASK DESCRIPTION                                                          |                       |                |             |                 |                  |                  |                    |                  |                   |                    |              |             |              |                  |             |                  |                  |                      |       |                    |
| 425         | ANALYSIS AND TECHNICAL MEMORANDUM                                         |                       |                |             |                 |                  |                  |                    |                  |                   |                    |              |             |              |                  |             |                  |                  |                      | 0     | \$0                |
|             | Findings Review                                                           | 6                     |                | 4           |                 |                  |                  |                    | 24               |                   |                    |              |             |              |                  |             | 2                |                  |                      | 36    | \$6,870            |
|             | Follow-up and Recommendations                                             | 4                     |                |             |                 |                  |                  |                    | 8                |                   |                    |              |             |              |                  |             | 2                |                  |                      | 14    | \$2,680            |
|             | Prepare TM Draft for QC and Meeting with City                             | 4                     |                | 4           |                 | 16               |                  |                    | 60               |                   |                    |              |             |              |                  |             | 16               | 8                |                      | 108   | \$18,080           |
|             | Prepare Engineer's Preliminary OPCC                                       |                       |                |             |                 |                  |                  |                    |                  |                   |                    |              |             |              |                  |             |                  |                  |                      | 0     | \$0                |
|             | Prepare TM Draft for Submittal/Address QC Comments                        | 4                     |                | 2           |                 | 8                |                  |                    | 16               |                   |                    |              |             |              |                  |             | 8                | 4                |                      | 42    | \$7,140            |
|             | Prepare Final TM/Address City Comments                                    | 4                     |                |             |                 |                  |                  |                    | 12               |                   |                    |              |             |              |                  |             | 8                | 4                |                      | 28    | \$4,340            |
|             | SUBTOTAL HOURS                                                            | 22                    | 0              | 10          | 0               | 24               | 0                | 0                  | 120              | 0                 | 0                  | 0            | 0           | 0            | 0                | 0           | 36               | 16               | 0                    | 228   |                    |
|             | SUBTOTAL \$ BUDGET ESTIMATE                                               | \$6,050               | \$0            | \$2,100     | \$0             | \$5,040          | \$0              | \$0                | \$21,000         | \$0               | \$0                | \$0          | \$0         | \$0          | \$0              | \$0         | \$3,240          | \$1,680          | \$0                  |       | \$39,110           |
|             |                                                                           |                       |                |             |                 |                  |                  |                    |                  |                   |                    |              |             |              |                  |             |                  |                  |                      |       |                    |
|             |                                                                           |                       |                |             |                 |                  |                  |                    |                  |                   |                    |              |             |              |                  |             |                  |                  |                      |       |                    |
|             | TOTAL PROJECT HOURS                                                       | 126                   | 0              | 111         | 0               | 88               | 0                | 0                  | 692              | 0                 | 0                  | 0            | 0           | 0            | 0                | 0           | 342              | 88               | 0                    | 1,447 |                    |
|             | TOTAL \$ PROJECT BUDGET ESTIMATE                                          | \$34,650              | \$0            | \$23,310    | \$0             | \$18,480         | \$0              | \$0                | \$121,100        | \$0               | \$0                | \$0          | \$0         | \$0          | \$0              | \$0         | \$30,780         | \$9,240          | \$0                  |       | \$643,860          |



**ADDENDUM TO TASK ORDER # 23-06C-001**

**September 28, 2023**

By my signature below, I hereby certify and verify that all the provisions of Master Services Agreement for DCS ENGINEERING Paragraph 18. Miscellaneous Provisions, (i) HB 1295 COMPLIANCE AND NO BOYCOTT PROVISIONS, have been complied with and that the HB 1295 Form is on file with the City Secretary and that I will not Boycott Israel, Energy Companies or Firearm Entities or Trade Associations.

CONSULTANT: DCS ENGINEERING

By:

A handwritten signature in blue ink, appearing to read 'Darren Strozewski'.

Print Name: Darren C Strozewski, PE  
Title: Principal



# AGENDA ITEM REPORT

13.5.



**To:** City Council  
**Subject:** Consideration and possible action on Resolution No. R-2023-262 to award Unity Mowing Services a 6 month purchase order for mowing of Parks, Right of Ways, and Legends of Hutto Drainage areas in the amount of \$255,465. (Rick Coronado & Jeff White)  
**Meeting:** Thursday, October 12, 2023  
**Department:** Public Works /  
**Staff Contact:** Rick Coronado

## BACKGROUND INFORMATION:

There are two contracts attached for this item. One is for Parks Mowing and one is for Public Works ROW and Legends of Hutto Drainage Ditch mowing services:

Parks Mowing

Legends of Hutto drainage ditches – 37.86 acres

Right of Way Mowing – 144.95 acres

Detention Ponds

Water sites

Public Works Yard

Central Wastewater Treatment Plant

The two mowing contracts to Unity Contract Service, Inc. will be issued as a six month extension of the original contracts in the amount of \$255,465. Purchasing will rebid this contract to change terms to include emergency services (debris removal) and mowing time periods and then issue after Council review and approval for the remaining 6 months of the year.

## SUMMARY OF REQUEST:

Approval of resolution as presented

## STAFF REVIEW:

Staff recommends approval

## FISCAL NOTES:

FY 2023-24 budget includes amounts to award this 6-month purchase order. Public Works budget 10-040-060-6403 \$217,200 and Parks budget 10-090-039-6405 \$293,730 for mowing contracts.

# AGENDA ITEM REPORT

13.5.



## ATTACHMENTS:

1. Parks and Drainage Mowing Contracts
2. 20231012-Hutto-RES-City Mowing Svcs

**AGREEMENT BY AND BETWEEN  
THE CITY OF HUTTO, TEXAS AND  
UNITY CONTRACTING SERVICES,  
INC**

This Agreement ("Agreement") is made and entered into this the 21<sup>st</sup> day of April, 2022 ("Effective Date"), is by and between the **City of Hutto, Texas**, hereinafter called ("City"), a home rule Texas municipal corporation, and **UNITY CONTRACTING SERVICES, INC.** with its principal place of business at 6448 E. Hwy 290 Suite F113 Austin, Texas 78723, hereinafter called ("Contractor") to provide mowing services.

**WHEREAS**, the City sought services related to park mowing services (the "Services"); and

**WHEREAS**, the Contractor, submitted a response to the City's request, attached hereto as Exhibit A and incorporated herein for all purposes; and

**WHEREAS**, the City has investigated and determined that it desires to hire the Contractor for the Services.

**NOW, THEREFORE**, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Scope of Services.

The Contractor shall provide the Services upon the terms and conditions set forth in the Agreement Documents, hereinafter defined and shall furnish all personnel, labor, equipment, supplies, deliverables and all other items necessary to provide all of the work, as specified by the terms and conditions of the Agreement Documents. Contractor will perform the Services with the degree of skill and diligence normally practiced by contractors performing the same or similar services.

2. Term.

The term of this Agreement shall be for one year, beginning on the date of the Execution of this Agreement, and will be extended for three (3) additional one (1) year periods, unless either party provides the other party with notice of its intent not to renew this Agreement sixty (60) calendar days prior to the end of the current term.

The Contractor recognizes that the Agreement shall commence upon the Effective Date and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any Agreement after the close of any given fiscal year of the City, which fiscal year ends on September 30th of each year, shall be subject to City Council approval. In the event that the City Council does not

approve the appropriation of funds for the Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder. This Agreement may be terminated by the City at any time upon providing Contractor thirty calendar (30) days written notice of the termination date.

3. Termination.

This Agreement may be terminated for any reason or for no reason whatsoever, by the terminating party giving the non-terminating party at least thirty (30) calendar days written notice of such termination. Upon termination, Contractor shall be paid in accordance with the terms provided herein, unless Contractor is in breach.

If any party fails to perform any of its obligations under the Agreement Documents, such failure shall constitute a default. The non-defaulting party may give the defaulting party written notice of the default. The defaulting party shall have ten (10) calendar days after the receipt of such notice in which to cure the default. Failure to cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching party may terminate this Agreement and may obtain any reasonable remedy provided by law.

Upon the termination or expiration of this Agreement, Contractor shall transfer, assign and make available to City, or City's representative, all documents, records, reports, studies, and information, and all ideas and concepts, (whether kept electronically, in writing, or otherwise) prepared by or for Contractor under or in connection with this Agreement. The same shall be promptly delivered to City, and all of City's property and materials in Contractor's possession or control belonging to City. The obligations in this subsection shall survive the expiration or termination of this Agreement.

4. Warranties; Disclaimer.

Contractor represents and warrants that (a) it will perform the Services in a professional and workmanlike manner and (b) the Services do not, to Contractor's knowledge, infringe any third-party intellectual property right. Contractor further represents and warrants that the Services will conform in all material respects to the specifications attached hereto as **Exhibit A.**

5. Agreement Price, Payment Terms and Bonds

In exchange for those services described in the Agreement Documents, the City agrees to pay Contractor an amount not to exceed **Two Hundred Seventeen Thousand Two Hundred dollars (\$217,200.00)**, according to the terms and conditions of this Agreement for the purchase and installation of the Products. Payment for all Services shall be in accordance with the bid proposal costs as identified in Exhibits **A and B.**

6. Agreement Documents.

The "Agreement Documents", as that term is used herein, shall include the following documents, and this Agreement does hereby expressly incorporate same herein as fully as if set forth verbatim in the Agreement.

- a. This Agreement;

- b. The Contractor's Proposal, attached hereto as **Exhibit A**;
- c. The City of Hutto Request for Proposals RFB# 22-03, attached hereto as **Exhibit B**.

This Agreement shall incorporate the terms of all attachments in their entirety. To the extent that **Exhibit A** conflicts with provisions of this Agreement, the provisions of this Agreement, then the provisions of **Exhibit A** shall prevail. To the extent that **Exhibit B** conflicts with the provisions of this Agreement, the provisions of this Agreement shall prevail.

7. **Entire Agreement.**

The Agreement Documents contain the entire agreement of the parties with respect to the matters contained herein. All provisions of the Agreement Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to the Agreement Documents shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

8. **Counterparts.**

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

9. **INDEMNIFICATION.**

**CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH) LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE CITY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT BE LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING**



SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CITY'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CITY'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

10. Venue.  
This Agreement shall be constructed under and in accordance with the laws of the State of Texas and venue shall be in Williamson County, Texas.
11. Binding Effect.  
This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.
12. Ordinances.  
Except as specifically provided in the Agreement Documents, the parties agree that Contractor shall be subject to all Ordinances of the City, whether now existing or in the future arising.
13. Authority to Execute.

The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

14. Assignment.

This Agreement may not be assigned without the written agreement of both parties.

15. Sovereign Immunity.

The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

16. Attorneys' Fees. If any judicial or non-judicial proceeding is initiated for the purpose of enforcing a provision of this contract, the prevailing party shall be awarded reasonable attorneys' fees in addition to all other costs associated with the proceeding, whether or not the proceeding advances to judgment.

17. Notice.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to:

.

If to City, to:

City of Hutto  
Attn: City Manager  
500 W. Live Oak St  
Hutto, Texas 78634

18. Severability.  
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
19. Representations.  
Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its legal counsel.
20. Force Majeure.  
If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing “force majeure” events shall deliver written notice of the commencement of any such delay resulting from such “force majeure” event not later than seven (7) calendar days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a “force majeure” event causing such delay and the other party shall not otherwise be aware of such “force majeure” event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.
21. Independent Contractor. The relationship between the City and the Contractor is that of independent contractor, and the City and the Contractor by the execution of this Agreement do not change the independent status of the Contractor. The Contractor is an independent contractor, and no term or provision of this Agreement or action by the Contractor in the performance of this Agreement is intended nor shall be construed as making the Contractor the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship.
22. No Boycott of Israel. Pursuant to Texas Government Code Chapter 2270, Contractor’s execution of this Agreement shall serve as verification that the Contractor does not presently boycott Israel and will not boycott Israel during the term of this Agreement.
23. Certificate of Interested Parties (TEC Form 1295). For contracts that require City Council approval or that is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code, the City may not accept or enter into a contract until it has received from the Contractor a completed Texas Ethics Commission (TEC) Form 1295 complete with a certificate number assigned by the (TEC), pursuant to Texas Government



Code § 2252.908 and the rules promulgated thereunder by the TEC. The Contractor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Contract.

Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, and provided to the City. The TEC Form 1295 may accompany the bid or may be submitted separately but must be provided to the City prior to the award of the contract. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any potential Contractor with respect to the proper completion of the TEC Form 1295.

24. Iran, Sudan, and Foreign Terrorist Organizations. The signatory executing the Contract on behalf of Contractor represents that neither Contractor nor any of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the entity and each of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The signatory understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

25. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. Contractor represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.
26. Verification Regarding Energy Company Boycotts. To the extent the Contract constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, the Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of the Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Contractor understands "affiliate" to

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

27. Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent the Contract constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, the Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any,

- (1) do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). The Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

28. Miscellaneous Drafting Provisions.

This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any part shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

**IN WITNESS, WHEREOF**, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals on this the 21<sup>st</sup> day of April, 2022.

**CITY OF HUTTO, TEXAS**

By: Isaac Turner  
Isaac Turner, Interim City Manager

Date: 5/20/2022



**ATTEST:**

  
City Secretary

FORM 1295: 2022-873737

[Seal]



**CONTRACTOR:**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

**BEFORE ME**, the undersigned authority, on this day personally appeared \_\_\_\_\_, of \_\_\_\_\_, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the duly authorized representative for \_\_\_\_\_ and he executed said instrument for the purposes and consideration therein expressed on behalf of the corporation.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public in and for the State of Texas

[Seal]

## **EXHIBIT A – CONTRACTOR’S PROPOSAL**

**EXHIBIT B – CITY OF HUTTO’S RFB# 22-03**

**AGREEMENT BY AND BETWEEN  
THE CITY OF HUTTO, TEXAS AND  
UNITY CONTRACTING SERVICES,  
INC**

This Agreement ("Agreement") is made and entered into this the 21<sup>st</sup> day of April, 2022 ("Effective Date"), is by and between the **City of Hutto, Texas**, hereinafter called ("City"), a home rule Texas municipal corporation, and **UNITY CONTRACTING SERVICES, INC.** with its principal place of business at 6448 E. Hwy 290 Suite F113 Austin, Texas 78723, hereinafter called ("Contractor") to provide mowing services.

**WHEREAS**, the City sought services related to city mowing services (the "Services"); and

**WHEREAS**, the Contractor, submitted a response to the City's request, attached hereto as **Exhibit A** and incorporated herein for all purposes; and

**WHEREAS**, the City has investigated and determined that it desires to hire the Contractor for the Services.

**NOW, THEREFORE**, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Scope of Services.

The Contractor shall provide the Services upon the terms and conditions set forth in the Agreement Documents, hereinafter defined and shall furnish all personnel, labor, equipment, supplies, deliverables and all other items necessary to provide all of the work as specified by the terms and conditions of the Agreement Documents. Contractor will perform the Services with the degree of skill and diligence normally practiced by contractors performing the same or similar services.

2. Term.

The term of this Agreement shall be for one year, beginning on the date of the Execution of this Agreement, and will be extended for three (3) additional one (1) year periods, unless either party provides the other party with notice of its intent not to renew this Agreement sixty (60) calendar days prior to the end of the current term.

The Contractor recognizes that the Agreement shall commence upon the Effective Date and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any Agreement after the close of any given fiscal year of the City, which fiscal year ends on September 30th of each year, shall be subject to City Council approval. In the event that the City Council does not



approve the appropriation of funds for the Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder. This Agreement may be terminated by the City at any time upon providing Contractor thirty calendar (30) days written notice of the termination date.

3. Termination.

This Agreement may be terminated for any reason or for no reason whatsoever, by the terminating party giving the non-terminating party at least thirty (30) calendar days written notice of such termination. Upon termination, Contractor shall be paid in accordance with the terms provided herein, unless Contractor is in breach.

If any party fails to perform any of its obligations under the Agreement Documents, such failure shall constitute a default. The non-defaulting party may give the defaulting party written notice of the default. The defaulting party shall have ten (10) calendar days after the receipt of such notice in which to cure the default. Failure to cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching party may terminate this Agreement and may obtain any reasonable remedy provided by law.

Upon the termination or expiration of this Agreement, Contractor shall transfer, assign and make available to City, or City's representative, all documents, records, reports, studies, and information, and all ideas and concepts, (whether kept electronically, in writing, or otherwise) prepared by or for Contractor under or in connection with this Agreement. The same shall be promptly delivered to City, and all of City's property and materials in Contractor's possession or control belonging to City. The obligations in this subsection shall survive the expiration or termination of this Agreement.

4. Warranties; Disclaimer.

Contractor represents and warrants that (a) it will perform the Services in a professional and workmanlike manner and (b) the Services do not, to Contractor's knowledge, infringe any third-party intellectual property right. Contractor further represents and warrants that the Services will conform in all material respects to the specifications attached hereto as Exhibit A.

5. Agreement Price, Payment Terms and Bonds

In exchange for those services described in the Agreement Documents, the City agrees to pay Contractor an amount not to exceed **Two Hundred Ninety-Three Thousand Seven Hundred and Thirty Dollars and Sixty Cents (\$293,730.60)**, according to the terms and conditions of this Agreement for the purchase and installation of the Products. Payment for all Services shall be in accordance with the bid proposal costs as identified in Exhibits A and B.

6. Agreement Documents.

The "Agreement Documents", as that term is used herein, shall include the following documents, and this Agreement does hereby expressly incorporate same herein as fully as if set forth verbatim in the Agreement.

- a. This Agreement;
- b. The Contractor's Proposal, attached hereto as **Exhibit A**;
- c. The City of Hutto Request for Proposals RFB# 22-04, attached hereto as **Exhibit B**.

This Agreement shall incorporate the terms of all attachments in their entirety. To the extent that **Exhibit A** conflicts with provisions of this Agreement, the provisions of this Agreement, then the provisions of **Exhibit A** shall prevail. To the extent that **Exhibit B** conflicts with the provisions of this Agreement, the provisions of this Agreement shall prevail.

7. **Entire Agreement.**

The Agreement Documents contain the entire agreement of the parties with respect to the matters contained herein. All provisions of the Agreement Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to the Agreement Documents shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

8. **Counterparts.**

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

9. **INDEMNIFICATION.**

**CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH) LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE CITY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT BE LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING**

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Attn: City Manager  
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Code § 2252.908 and the rules promulgated thereunder by the TEC. The Contractor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Contract.

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<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
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25. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. Contractor represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.
26. Verification Regarding Energy Company Boycotts. To the extent the Contract constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, the Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of the Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Contractor understands "affiliate" to

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

27. Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent the Contract constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, the Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any,

- (1) do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). The Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

28. Miscellaneous Drafting Provisions.

This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any part shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

**IN WITNESS, WHEREOF**, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals on this the 21<sup>st</sup> day of April, 2022.

**CITY OF HUTTO, TEXAS**

By: Isaac Turner  
Isaac Turner, Interim City Manager

Date: 5/20/2022

**ATTEST:**

  
City Secretary

FORM 1295: 2022-873740

[Seal]



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## **EXHIBIT A – CONTRACTOR’S PROPOSAL**



**EXHIBIT B – CITY OF HUTTO’S RFB# 22-04**

**RESOLUTION NO. R-2023-262**

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING AN AGREEMENT FOR MOWING SERVICES BETWEEN UNITY CONTRACTING SERVICES, INC., AND THE CITY OF HUTTO IN THE AMOUNT NOT TO EXCEED TWO HUNDRED FIFTY-FIVE THOUSAND FOUR HUNDRED SIXTY-FIVE DOLLARS FOR CITY PARK, RIGHT-OF-WAY, EASEMENT, AND LEGENDS OF HUTTO DRAINAGE AREA MOWING SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council desires to enter into an agreement for the mowing of City parks, right-of-way, easements, and Legends of Hutto drainage areas between Unity Contracting Services Inc. and the City of Hutto; and

**WHEREAS**, the City Council desires to authorize the City Manager to authorize a purchase order to be issued under the existing authorized signed contract for mowing services.

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

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

**Section 2:** That the Hutto City Council hereby approves and authorizes the City Manager to authorize a purchase order to be issued under the existing authorized signed contract for mowing services, a copy of same being attached hereto and incorporated herein for all purposes.

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

**Section 4.** This Resolution shall take effect immediately upon its passage.

**RESOLVED** this 12<sup>th</sup> day of October 2023.

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Mike Snyder, Mayor

**ATTEST:**

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Angela Lewis, City Secretary

# AGENDA ITEM REPORT

13.6.



**To:** City Council  
**Subject:** Consideration and possible action on Resolution No. R-2023-233 authorizing the City Manager to execute an Individual Project Order (IPO) with TranSystems Corporation Consultants in the amount of \$283,626 for the Exchange BLVD at Limmer Loop Intersection Improvements project (Matt Rector)  
**Meeting:** Thursday, October 12, 2023  
**Department:** Engineering /  
**Staff Contact:** Matt Rector

## BACKGROUND INFORMATION:

On September 7, 2023 the City Council approved Resolution no. R-2023-191 regarding Rotation List for Transportation and Drainage Engineering professional services with five consulting firms as a mechanism for Construction Related Professional Services (engineering/architecture) where the City hires multiple firms based on demonstrated competence and qualifications to perform a general scope of services and makes individual assignments on a rotating basis.

Firms have been assigned projects in the order that they were selected. So, the first contract is assigned to the first consultant, followed by the next and repeats after the last consultant assignment. The cycle then repeats. If a firm is unable or unwilling to execute a project, the next firm in line will then be used. This initial contract would be good for FY 2024. However, there are two one-year extensions possible for each of these firms.

The Basic Services to be provided under this Task Order are engineering design services for the installation of a Traffic Signal at the intersection of Exchange Blvd and Limmer Loop. Services include, but are not limited to design, surveying, Texas Department of Licensing and Regulation requirements, the preparation of plans, specifications and estimates (PS&E), and bidding and construction phase services. The project includes development of construction plans to install a traffic signal for improved operations and safety of the Exchange Blvd and Limmer Loop intersection in front of Cottonwood Creek Elementary. Intersection improvements are to include pedestrian, vehicular and possibly drainage modifications necessary.

The purpose of this item is to award an Individual Project Order (IPO) to TranSystems Corporation as an approved consultant of the City's selected firms on the Transportation and Drainage rotation list, to upgrade the intersection to current design and operational requirements.

# AGENDA ITEM REPORT

13.6.



## SUMMARY OF REQUEST:

Approval of resolution as presented

## STAFF REVIEW:

Staff recommends approval

## FISCAL NOTES:

This project is being funded by the 2022 General Obligation Bonds (12-040-060-6720). The budget for this project in FY 2024 is \$1,100,000. There have been no encumbrances to date for this project. If this IPO is awarded, there will be \$743,780 in remaining funds available for this project in FY 2024.

## ATTACHMENTS:

1. 20230928 TS Resolution for Exchange at Limmer
2. Exchange\_Boulevard\_at\_Limmer\_Loop\_Intersection\_Improvements\_Project
3. IPO 23-05B-002 - Exhibit A Scope of Services - 2023-10-04
4. IPO 23-05B-002 - Exhibit B Fee Estimate - 2023-10-04
5. IPO 23-05B-002 - IPO Cover - 2023-10-04 (Signed)
6. IPO 23-05B-002 - Proposal Letter - 2023-10-04 (Signed)
7. IPO 23-05B-002 - Design Schedule - 2023-10-04



**RESOLUTION NO. R-2023-233**

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING A TASK ORDER BETWEEN TRANSYSTEMS CORPORATION CONSULTANTS AND THE CITY OF HUTTO IN THE AMOUNT OF \$283,626 FOR THE EXCHANGE BLVD AT LIMMER LOOP INTERSECTION IMPROVEMENT PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Hutto, Texas (“City”) selected TranSystems Corporation Consultants to be included as part of the Transportation and Drainage rotation list; and

**WHEREAS**, the City Council desires to execute a task order with TranSystems Corporation Consultants in the amount of \$283,626 for services related to the Exchange Blvd. at Limmer Loop Intersection Improvement Project; and

**WHEREAS**, the City Council desires to authorize the City Manager to execute a task order with TranSystems Corporation Consultants in the form included in the contract documents and approved by the City Attorney, for the contract price, and within the contract time in accordance with other terms and conditions of the contract documents agreed to by TranSystems Corporation Consultants; and

**WHEREAS**, the City Council authorizes the City Manager to execute any change orders to the contract that are less than \$50,000.00.

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

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

**Section 2:** That the Hutto City Council hereby approves and authorizes the City Manager to execute the Agreement, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

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

**Section 4.** This Resolution shall take effect immediately upon its passage.

**RESOLVED** this 12<sup>th</sup> day of October, 2023.

\_\_\_\_\_  
Mike Snyder, Mayor

**ATTEST:**

\_\_\_\_\_  
Angela Lewis, City Secretary



# Exchange Boulevard at Limmer Loop Intersection Improvements Project



- Exchange Boulevard at Limmer Loop Intersection Improvements
- ~ Roadways





**Exhibit A**  
Scope of Services  
Exchange Blvd at Limmer Loop Intersection Improvements  
City of Hutto, TX  
October 4, 2023

**PROJECT UNDERSTANDING**

The Basic Services to be provided under this Task Order are engineering design services for installation of a Traffic Signal at the intersection of Exchange Blvd and Limmer Loop. Services include, but are not limited to design, surveying, Texas Department of Licensing and Regulation requirements, the preparation of plans, specifications and estimates (PS&E), and bidding and construction phase services. The project includes development of construction plans to install a traffic signal for improved operations and safety of the Exchange Blvd and Limmer Loop intersection in front of Cottonwood Creek Elementary. Intersection improvements are to include pedestrian, vehicular and possibly drainage modifications necessary to upgrade the intersection to current design and operational requirements.

**OTHER SERVICES TRANSYSTEMS TO PROVIDE**

1. A Traffic Signal Warrant Analysis (TSWA).
2. Assistance for city staff to procure long lead traffic control items.
3. Coordination for power service to operate pedestrian/traffic signal systems.

**GENERAL DESIGN CRITERIA**

As applicable, TranSystems will prepare work in accordance with the latest version of City and/or State procedures, specifications, manuals, guidelines, standard drawings, and standard specifications or previously approved special provisions and special specifications, which may include, but is not limited to, the following:

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

**Assumptions:**

1. City will obtain Right-of-Entry (ROE) on behalf of the Consultant.
2. Cost to furnish traffic control will be reimbursed to Consultant by invoice.
3. Permit fees will be reimbursed to Consultant by invoice.
4. Procurement of long lead items (signal cabinets, controllers, traffic signals, traffic mast poles, etc.) will be the responsibility of the City.
5. Development, coordination, and execution of Interagency/Intergovernmental Agreements to obtain long lead items (signal cabinets, controllers, traffic signals, traffic mast poles, etc.) will be the responsibility of the City.
6. Secure storage of procured long lead items (signal cabinets, controllers, traffic signals, traffic mast poles, etc.) will be the responsibility of the City.
7. SUE Services limited to QLB investigation.

**Exclusions:**

1. Development of environmental studies and resource agency coordination.
2. Development of property descriptions, boundary surveying, and establishment of property corners and monuments.
3. Management and inspection of utility adjustments or relocations.
4. Coordinating and securing construction easements.
5. Development of legal documents or agreements.
6. QLA SUE services.
7. SUE Services along Sherman St, along north right-of-way of Limmer Loop west of Sherman St.
8. SUE Services east of Adriana Lane, west of Cottonwood Creek Elementary frontage, and south of the Cottonwood Creek Elementary south entrance.



| ATTACHMENT B -- Level-of-Effort Estimated Fee                     |     |      |                                                                                 |                      |        |        |        |        |        |        |       |        |        |                |
|-------------------------------------------------------------------|-----|------|---------------------------------------------------------------------------------|----------------------|--------|--------|--------|--------|--------|--------|-------|--------|--------|----------------|
| TranSystems Corporation                                           |     |      |                                                                                 |                      |        |        |        |        |        |        |       |        |        |                |
| Exchange Blvd/Limmer Loop Intersection Improvements (TSWA & PS&E) |     |      |                                                                                 |                      |        |        |        |        |        |        |       |        |        |                |
| 10/4/2023                                                         |     |      |                                                                                 |                      |        |        |        |        |        |        |       |        |        |                |
| Sheet Count                                                       |     |      |                                                                                 | (Loaded Labor Rates) | E5     | E4     | E3     | E1     | T3     | S4     | S2    | 2-Man  | A2     | TOTAL          |
| Task                                                              | New | Std. | Work Description                                                                |                      | \$ 390 | \$ 255 | \$ 205 | \$ 125 | \$ 125 | \$ 190 | \$ 95 | \$ 190 | \$ 110 | HRS            |
|                                                                   |     |      |                                                                                 |                      |        |        |        |        |        |        |       |        |        | OVERHEAD       |
| 1.0                                                               |     |      | <b>Project Administration</b>                                                   |                      |        |        |        |        |        |        |       |        |        |                |
|                                                                   |     |      | a. Project Kick-off Meeting with City, Prepare Meeting Minutes                  |                      | 0      | 8      | 8      | 8      | 0      |        |       |        | 0      | 24             |
|                                                                   |     |      | b. Managing the Team (Internal Meetings)(Design Phase)                          |                      | 0      | 16     | 16     | 16     | 16     |        |       |        | 0      | 64             |
|                                                                   |     |      | c. Coordinate with sub-consultants                                              |                      | 0      | 16     | 0      | 0      | 0      |        |       |        | 0      | 16             |
|                                                                   |     |      | d. Maintain Baseline Schedule (Design Phase)                                    |                      | 0      | 8      | 0      | 16     | 0      |        |       |        | 8      | 32             |
|                                                                   |     |      | e. Prepare monthly invoices (Design Phase)                                      |                      | 0      | 8      | 0      | 0      | 0      | 0      | 0     | 0      | 8      | 16             |
|                                                                   |     |      | f. Prepare Monthly Progress Reports                                             |                      | 0      | 8      | 0      | 0      | 0      |        |       |        | 0      | 8              |
|                                                                   |     |      | g. Design submittal Review Meetings (30-60-100)                                 |                      | 0      | 9      | 9      | 9      | 9      | 0      |       |        | 0      | 36             |
|                                                                   |     |      | h. Coordination with City Staff                                                 |                      | 0      | 8      | 0      | 0      | 0      | 0      | 0     | 0      | 0      | 8              |
|                                                                   |     |      |                                                                                 |                      |        |        |        |        |        |        |       |        |        | Task Subtotal: |
|                                                                   |     |      |                                                                                 |                      |        |        |        |        |        |        |       |        |        | \$ 38,430      |
| 2.0                                                               |     |      | <b>Traffic Engineering Effort</b>                                               |                      |        |        |        |        |        |        |       |        |        |                |
| 2.1                                                               |     |      | <b>Intersection Analysis</b>                                                    |                      |        |        |        |        |        |        |       |        |        |                |
|                                                                   |     |      | a. Input traffic count data signal warrant spreadsheet model                    |                      | 0      | 1      | 2      | 16     | 0      |        |       |        |        | 19             |
|                                                                   |     |      | b. Obtain CRIS crash data                                                       |                      |        |        |        | 4      | 0      |        |       |        |        | 4              |
|                                                                   |     |      | c. Conduct Traffic Signal Warrant Analysis / Study (TSWA)                       |                      | 0      | 2      | 4      | 16     | 0      |        |       |        |        | 22             |
|                                                                   |     |      | d. Draft memo of findings & recommendations                                     |                      | 1      | 6      | 24     | 16     | 0      |        |       |        | 8      | 55             |
|                                                                   |     |      |                                                                                 |                      |        |        |        |        |        |        |       |        |        | Task Subtotal: |
|                                                                   |     |      |                                                                                 |                      |        |        |        |        |        |        |       |        |        | \$16,215       |
| 2.2                                                               |     |      | <b>Traffic Signal Design</b>                                                    |                      |        |        |        |        |        |        |       |        |        |                |
|                                                                   |     |      | e. Develop sidewalk ramp, crosswalk, ped pushbutton and ped indications layouts |                      | 0      | 1      | 4      | 40     | 0      |        |       |        |        | 45             |
|                                                                   |     |      | f. Layout mast arm poles, conduit, cabinet and service connect                  |                      | 0      | 2      | 8      | 36     | 0      |        |       |        |        | 46             |
|                                                                   |     |      | g. Develop conduit and cabling tables                                           |                      | 0      | 2      | 8      | 30     | 0      |        |       |        |        | 40             |
|                                                                   |     |      | h. Develop traffic signal phasing and vehicle head indications                  |                      | 0      | 1      | 12     | 20     | 0      |        |       |        |        | 33             |
|                                                                   |     |      | i. Develop lane marking sheet                                                   |                      | 0      | 1      | 2      | 12     | 0      |        |       |        |        | 15             |
|                                                                   |     |      | j. Develop small signs detail sheet                                             |                      | 0      | 1      | 4      | 24     | 0      |        |       |        |        | 29             |
|                                                                   |     |      | k. Develop general notes sheet                                                  |                      | 0      | 4      | 8      | 12     | 0      |        |       |        |        | 24             |
|                                                                   |     |      | l. Identify appropriate TxDOT standard detail sheets                            |                      | 0      | 1      | 4      | 8      | 0      |        |       |        |        | 13             |
|                                                                   |     |      | m. Develop traffic signal construction manual                                   |                      | 0      | 4      | 24     | 16     | 0      |        |       |        | 16     | 60             |
|                                                                   |     |      |                                                                                 |                      |        |        |        |        |        |        |       |        |        | Task Subtotal: |
|                                                                   |     |      |                                                                                 |                      |        |        |        |        |        |        |       |        |        | \$46,015       |
| 3.0                                                               |     |      | <b>Topographic Survey</b>                                                       |                      |        |        |        |        |        |        |       |        |        |                |
|                                                                   |     |      | a. Set Control                                                                  |                      | 0      | 0      | 0      | 0      | 0      | 0      | 0     | 2      |        | 2              |
|                                                                   |     |      | b. Control data reduction, analysis, adjustment                                 |                      |        |        |        |        |        | 3      | 6     |        |        | 9              |
|                                                                   |     |      | c. Topographic field survey                                                     |                      |        |        |        |        |        | 2      |       | 18     |        | 20             |
|                                                                   |     |      | d. Topographic survey sketch                                                    |                      |        |        |        |        |        | 2      | 9     |        |        | 11             |
|                                                                   |     |      | e. QA/QC                                                                        |                      |        |        |        |        |        | 2      | 2     |        |        | 4              |
|                                                                   |     |      |                                                                                 |                      |        |        |        |        |        |        |       |        |        | Task Subtotal: |
|                                                                   |     |      |                                                                                 |                      |        |        |        |        |        |        |       |        |        | \$7,125        |
| 4.0                                                               |     |      | <b>Hydrological and Hydraulic (Drainage) Studies</b>                            |                      |        |        |        |        |        |        |       |        |        |                |
|                                                                   |     |      | a. Research and calculations                                                    |                      |        | 2      |        | 24     |        |        |       |        |        | 26             |
|                                                                   |     |      | b. Drainage Report                                                              |                      |        | 4      |        | 16     |        |        |       |        |        | 20             |
|                                                                   |     |      |                                                                                 |                      |        |        |        |        |        |        |       |        |        | Task Subtotal: |
|                                                                   |     |      |                                                                                 |                      |        |        |        |        |        |        |       |        |        | \$6,530        |
| 5.0                                                               |     |      | <b>Concept Drawings for Local Government Coordination</b>                       |                      |        |        |        |        |        |        |       |        |        |                |
|                                                                   |     |      | a. Coordination with Stakeholders (City, ISD, Wilco)                            |                      |        | 12     | 0      | 12     | 6      |        |       |        |        | 30             |
|                                                                   |     |      | b. Stakeholder Meeting Notes & Minutes                                          |                      |        | 3      | 0      | 6      | 0      |        |       |        |        | 9              |
|                                                                   |     |      | c. Stakeholder Meeting Exhibits                                                 |                      |        | 2      | 0      | 12     | 8      |        |       |        |        | 22             |
|                                                                   |     |      | d. Draft Concept Drawing                                                        |                      |        | 1      | 4      | 8      | 0      |        |       |        |        | 13             |
|                                                                   |     |      | e. QA/QC Draft Concept Drawing                                                  |                      |        | 2      | 1      | 4      | 0      |        |       |        |        | 7              |
|                                                                   |     |      | f. Final Concept Drawing                                                        |                      |        | 1      | 4      | 16     | 8      |        |       |        |        | 29             |
|                                                                   |     |      |                                                                                 |                      |        |        |        |        |        |        |       |        |        | Task Subtotal: |
|                                                                   |     |      |                                                                                 |                      |        |        |        |        |        |        |       |        |        | \$17,200       |
| 6.0                                                               |     |      | <b>Construction Plans and Quantity Summaries</b>                                |                      |        |        |        |        |        |        |       |        |        |                |
|                                                                   |     |      | a. Title Sheet, Index Sheet, Standard Sheets (90 sheets)                        |                      |        | 1      | 4      | 32     | 16     |        |       |        |        | 53             |
|                                                                   |     |      | b. General Notes (5 Sheets)                                                     |                      |        | 8      | 16     | 0      | 8      |        |       |        |        | 32             |
|                                                                   |     |      | c. Estimate and Quantity Sheets (2 Sheets)                                      |                      |        | 1      | 4      | 8      | 16     |        |       |        |        | 29             |
|                                                                   |     |      | d. Summary of Quantities (1 Sheets)                                             |                      |        | 0      | 2      | 4      | 8      |        |       |        |        | 14             |
|                                                                   |     |      | e. Summary of Electrical Services                                               |                      |        | 0      | 1      | 8      | 8      |        |       |        |        | 17             |
|                                                                   |     |      | f. Construction Sequence Layouts and TCPs (6 Sheets)                            |                      |        | 2      | 4      | 24     | 8      |        |       |        |        | 38             |
|                                                                   |     |      | g. SW3P Layouts, SW3P Notes & EPIC (6 Sheets)                                   |                      |        | 1      | 4      | 16     | 0      |        |       |        |        | 21             |
|                                                                   |     |      | h. Removal / Demo Plans (3 Sheets)                                              |                      |        | 1      | 2      | 24     | 0      |        |       |        |        | 27             |
|                                                                   |     |      | i. Roadside Signing and Pavement Markings Layouts (4 Sheets)                    |                      |        | 0      | 2      | 16     | 0      |        |       |        |        | 18             |
|                                                                   |     |      | j. Traffic Signal Conduit Runs                                                  |                      |        | 1      | 2      | 4      | 8      |        |       |        |        | 15             |
|                                                                   |     |      | k. Signal and Illumination Layouts                                              |                      |        | 1      | 4      | 16     | 0      |        |       |        |        | 21             |
|                                                                   |     |      | l. Summary of Signal and Illumination                                           |                      |        | 1      | 4      | 8      | 4      |        |       |        |        | 17             |
|                                                                   |     |      | m. Concrete C&G Layouts                                                         |                      |        | 0      | 4      | 16     | 0      |        |       |        |        | 20             |





## TASK ORDER #23-005B-002

### Proposed TRANSPORTATION ROTATION LIST

---

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

1. Background Data
  - a. Effective Date of Task Order #23-005B-002: October 13, 2023
  - b. Owner: City of Hutto
  - c. Vendor: TranSystems Corporation dba TranSystems Corporation Consultants

Specific Project (title): Exchange Blvd at Limmer Loop Intersection Improvements

- 1). Scope of services for Exchange Blvd at Limmer Loop Intersection Improvements will include the following field services:
  - a. Conduct a topographic survey
  - b. Conduct a subsurface utility investigation
  - c. Conduct hydrological and hydraulic studies
  - d. Collect pavement cores
  - e. Collect of necessary traffic counts
  - f. Perform a Pedestrian and Vehicle Traffic Signal Warrants Analysis.
  - g. Develop a concept drawing for coordination with City of Hutto, Williamson County, and Hutto ISD.
  - h. Develop Utility Conflict Matrix (UCM) and Utility Contact List (UCL)
  - i. Develop construction plans
  - j. Provide TDLR/TAS review of construction plans and coordinate necessary TDLR permit(s).
  - k. Develop construction cost estimate
  - l. Develop a Project Manual with General Notes, Governing Specifications and Special Provisions, and Bidding Instructions
  - m. Support City actions to procure long lead materials.
  - n. Provide Bid Phase support
  - o. Provide Construction Phase support
  - p. Coordinate post-construction TDLR/TAS Inspection.
- 2) Assumptions:
  - a. City will obtain Right-of-Entry (ROE) on behalf of the Consultant.
  - b. Cost to furnish traffic control will be reimbursed to Consultant by invoice.
  - c. Permit fees will be reimbursed to Consultant by invoice.

- d. Procurement of long lead items (signal cabinets, controllers, traffic signals, traffic mast poles, etc.) will be the responsibility of the City.
- e. Development, coordination, and execution of Interagency/Intergovernmental Agreements to obtain long lead items (signal cabinets, controllers, traffic signals, traffic mast poles, etc.) will be the responsibility of the City.
- f. Secure storage of procured long lead items (signal cabinets, controllers, traffic signals, traffic mast poles, etc.) will be the responsibility of the City.
- g. SUE Services limited to QLB investigation.

3) Exclusions:

- a. Development of environmental studies and resource agency coordination.
- b. Development of property descriptions, boundary surveying, and establishment of property corners and monuments.
- c. Management and inspection of utility adjustments or relocations.
- d. Coordinating and securing construction easements.
- e. Development of legal documents or agreements.
- f. QLA SUE services.
- g. SUE Services along Sherman St, along north right-of-way of Limmer Loop west of Sherman St.
- h. SUE Services east of Adriana Lane, west of Cottonwood Creek Elementary frontage, and south of the Cottonwood Creek Elementary south entrance.

2. Fee: NTE \$283,626

3. Deadline: This form is to be signed along with any supplementary materials and must be submitted to Matt Rector, City Engineer via email by 10-05-2023 at 12 PM CST.

Point of Contact

Matt Rector

City Engineer

[Matt.Rector@HuttoTX.gov](mailto:Matt.Rector@HuttoTX.gov)

512-759-4025

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

500 W. Live Oak St. | Hutto, Texas 78634  
512-759-4033 | [www.huttotx.gov](http://www.huttotx.gov)

Vendor agrees to provide the services within this Task Order and Vendor is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order {#23-005B-002} is October 13, 2023.

OWNER:

S

By:

CONSULTANT:

By: 

Print Name:

Print Name: Thomas R. Munson, P.E.

Title: \_\_\_\_\_ Title: Principal | Senior Vice President





**TranSystems**

7000 North MoPac Expressway  
Austin, TX 78731  
Tel (512) 514-6023

[www.transystems.com](http://www.transystems.com)

October 4, 2023

Mr. Matt Rector, P.E.  
City Engineer  
City of Hutto  
500 W. Live Oak Street  
Hutto, TX 78634

**Re: REVISED IPO 23-05B-002 Exchange Blvd at Limmer Loop Intersection Improvements**

Dear Matt,

TranSystems appreciates the opportunity to present this proposal and fee schedule for your consideration. The specific work to be accomplished is described in the attached Exhibit A – Scope of Services.

We will be available to review the proposal at your convenience. Please feel free to contact either Mr. Chad G. Gartner at (817) 313-0093 or via email at [cggartner@transystems.com](mailto:cggartner@transystems.com), or Mr. Gary J. Law at (512) 745-6136 or via email at [gjlaw@transystems.com](mailto:gjlaw@transystems.com).

Sincerely,

A handwritten signature in blue ink that reads "Thomas R. Munson".

Thomas R. Munson, P.E.  
Principal | Senior Vice President



# AGENDA ITEM REPORT

13.7.



**To:** City Council  
**Subject:** Consideration and possible action on Resolution No. R-2023-253 authorizing the City Manager to execute an Individual Project Order (IPO) with K Friese and Associates in the amount of \$250,000, for the Drainage Master Plan Update project (Matt Rector)  
**Meeting:** Thursday, October 12, 2023  
**Department:** Engineering /  
**Staff Contact:** Matt Rector

## BACKGROUND INFORMATION:

On September 7, 2023 the City Council approved Resolution no. R-2023-191 regarding Rotation List for Transportation and Drainage Engineering professional services with five consulting firms as a mechanism for Construction Related Professional Services (engineering/architecture) where the City hires multiple firms based on demonstrated competence and qualifications to perform a general scope of services and makes individual assignments on a rotating basis.

Firms have been assigned projects in the order that they were selected. So, the first contract is assigned to the first consultant, followed by the next and repeats after the last consultant assignment. The cycle then repeats. If a firm is unable or unwilling to execute a project, the next firm in line will then be used. This initial contract would be good for FY 2024. However, there are two one-year extensions possible for each of these firms.

The purpose and objective of the Drainage Master Plan is to develop a comprehensive evaluation of existing drainage conditions throughout the City by developing an accurate and current understanding of the drainage infrastructure. This understanding will include a comprehensive inventory of existing data, accurate simulation using the best available data, flooding problem area identification determined using Atlas 14 rainfall data, and conceptual flood mitigation solutions. Riverine analyses will include Brushy Creek and Cottonwood Creek. This Drainage Master Plan will ensure both riverine and local flood problem areas are addressed. The flood problem areas will be identified using City staff and community input. Flood mitigation solutions will be developed to create a drainage Capital Improvement Project (CIP) plan that will prioritize projects using a scoring matrix. The purpose of this item is to award an Individual Project Order (IPO) to WSB LLC as an approved consultant of the City's selected firms on the Transportation and Drainage rotation list.

## SUMMARY OF REQUEST:

Approval of resolution as presented

# AGENDA ITEM REPORT

13.7.



## STAFF REVIEW:

Staff recommends approval

## FISCAL NOTES:

This item is funded under account 10-040-060-6405 which has budget in the amount of \$250,000. There have been \$0 encumbrances against this account. There is budget to make this award in the amount of \$250k to K Freise and Associated.

## ATTACHMENTS:

1. 20231004 KF Resolution for Drainage Master Plan

**RESOLUTION NO. R-2023-253**

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,  
APPROVING A TASK ORDER BETWEEN K FRIESE &  
ASSOCIATES, INC. AND THE CITY OF HUTTO IN THE  
AMOUNT OF \$250,000 FOR THE DRAINAGE MASTER  
PLAN PROJECT; AUTHORIZING THE CITY MANAGER  
TO EXECUTE THE TASK ORDER; PROVIDING PROPER  
NOTICE & MEETING, AND PROVIDING AN  
EFFECTIVE DATE.**

**WHEREAS**, the City of Hutto, Texas (“City”) selected K. Friese & Associates, Inc. to be included as part of the Transportation and Drainage rotation list; and

**WHEREAS**, the City Council desires to execute a task order with K. Friese & Associates, Inc., in the amount of \$250,000 for services related to the Drainage Master Plan Project; and

**WHEREAS**, the City Council desires to authorize the City Manager to execute a task order with K. Friese & Associates, Inc., in the form included in the contract documents and approved by the City Attorney, for the contract price, and within the contract time in accordance with other terms and conditions of the contract documents agreed to by K. Friese & Associates, Inc.; and

**WHEREAS**, the City Council authorizes the City Manager to execute any change orders to the contract that are less than \$50,000.00.

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

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

**Section 2:** That the Hutto City Council hereby approves and authorizes the City Manager to execute the Task Order, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

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

**Section 4.** This Resolution shall take effect immediately upon its passage.



PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 12th day of October 2023 on vote of \_\_AYES; \_\_NAYS; \_\_ABSTENTIONS.

**THE CITY OF HUTTO, TEXAS**

\_\_\_\_\_  
Mike Snyder, Mayor

**ATTEST:**

\_\_\_\_\_  
Angela Lewis, City Secretary



## TASK ORDER #23-005A-001

### Proposed TRANSPORTATION ROTATION LIST

---

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

1. Background Data
  - a. Effective Date of Task Order #23-005A-001: September 21, 2023
  - b. Owner: City of Hutto
  - c. Vendor: **K FRIESE + ASSOCIATES, INC.**

Specific Project (title):                      Drainage Master Plan

- 1) Scope of services for **K FRIESE + ASSOCIATES, INC.** will include the following services:
  - a. Development of Drainage Master Plan  
Refer to Attached A for full details Services

2. Fee:     NTE \$250,000.00

3. Deadline:     This form is to be signed along with any supplementary materials and must be submitted to Matt Rector, City Engineer via email by **9-22-23** at 12PM CST.

Point of Contact  
Matt Rector  
City Engineer  
[Matt.Rector@HuttoTX.gov](mailto:Matt.Rector@HuttoTX.gov)  
512-759-4025

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

Vendor agrees to provide the services within this Task Order and Vendor is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order {#23-005A-001} is September 21, 2023.

OWNER:

CONSULTANT:

By:

By:

Print Name:

Print Name:

Title: \_\_\_\_\_ Title: \_\_\_\_\_



## **Attachment A – Scope of Services**

**Project No: TBD**

**Drainage Master Plan**

**September 26, 2023**

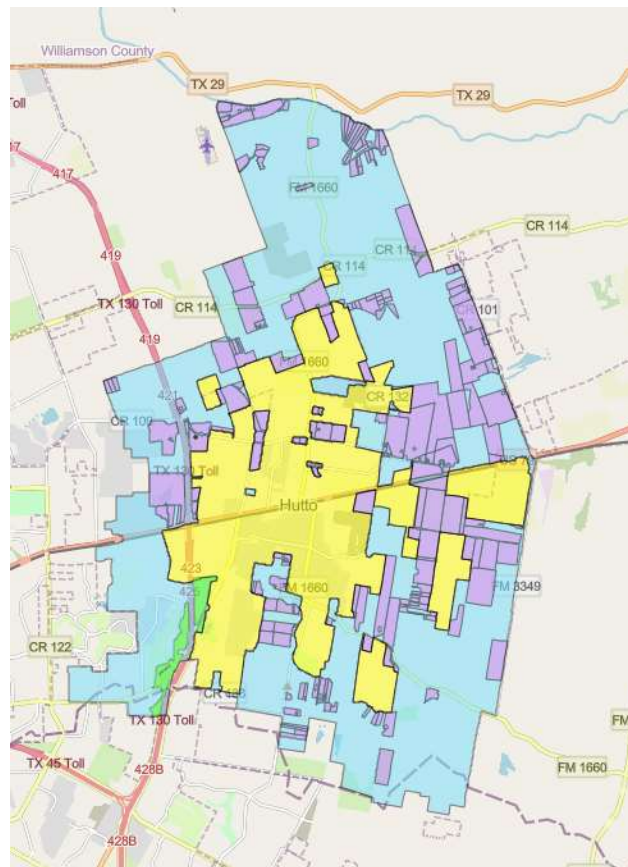
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## 1.0 Project Description

This scope of services includes services for the development of a city-wide drainage study which will identify flooding problem areas and improvements required to meet level of service criteria in both developed areas and areas of growth. The study will include the City Limits, approximately 12 sq miles, shown in Figure 1.

The purpose and objective of the Drainage Master Plan is to develop a comprehensive evaluation of existing drainage conditions throughout the City by developing an accurate and current understanding of the drainage infrastructure. This understanding will include a comprehensive inventory of existing data, accurate simulation using best available data, flooding problem area identification determined using Atlas 14 rainfall data, and conceptual flood mitigation solutions. The flood problem areas will be identified using City staff and community input. Flood mitigation solutions will be developed to create a drainage Capital Improvement Project (CIP) plan that will prioritize projects using a scoring matrix.



**Figure 1 - Study Area (shaded in yellow)**

## 2.0 Project Schedule

Project will be completed within 12 months from Notice to Proceed. KFA will also provide monthly updates as the project progresses.



### **3.0 Project Management**

#### **3.1 Key Personnel and Overall Project Management**

KFA will identify Key Personnel and will communicate any changes in proposed personnel and propose an adequate replacement.

1. Principal in Charge
2. Project Manager, Licensed in the State of Texas
3. Engineer of Record licensed in the State of Texas (if different than Project Manager)
4. Quality Control Manager

#### **3.2 Meetings**

KFA shall include time and resources to support the following meetings:

- a. **Monthly Progress Meetings** – KFA will attend virtual monthly progress meetings over the course of the project schedule.
- b. **Deliverable Meetings** – KFA will attend three (3) in person deliverable meetings to review and receive comments on the deliverables. Two (2) people will attend.
  1. A presentation of KFA's findings from Task 4 to assist the City in identifying and selecting a list of project areas for evaluation in Task 5.
  2. Review of Task 5 project scoring criteria and weighting to be used in the CIP ranking and present a draft CIP ranking list.
  3. Meet with the City to present draft report and receive comments.

#### **3.3 Programmatic Reporting**

KFA shall provide monthly invoices and status reports to the City, accompanied with any schedule updates. If no schedule updates, highlighting no change is acceptable.

#### **3.4 Communication**

All communication shall be between the KFA Project Manager and the City's assigned staff.

### **4.0 Areas of Concern Identification**

#### **4.1 Data Collection and Mapping**

- a. **Obtain and Review Available Data** - Gather available data including previous drainage master plans and associated data, hydrologic and hydraulic models, as-built plans, reports, utility information and other pertinent data from the City, TxDOT, the County, and FEMA. KFA will collect and catalogue readily available GIS data including, but not limited to, storm drain networks, terrain (LiDAR) data, land use/zoning maps, soils data, FEMA mapping and available models, political

boundaries, planimetric, development and subdivisions, detention pond locations, utility information, and parcel information, and other available information.

- a. **FEMA/County PMR Hydrologic and Hydraulic Coordination** – Hutto’s FEMA Flood Insurance Rate Map (FIRM) panels was revised on December 20, 2019 with the hydrologic and hydraulic modeling analysis being completed prior. These revised map panels are based on previously adopted rainfall frequency values. On September 27, 2018, the National Oceanic and Atmospheric Administration (NOAA) released updates to Texas’s rainfall frequency values known as Atlas 14, Volume 11 Precipitation-Frequency Atlas of the United States (Atlas 14). Williamson County is currently revising regional models and mapping to incorporate Atlas 14. To better understand the impacts to flood risk, KFA will request the hydrologic and hydraulic models for Brushy Creek and Cottonwood Creek obtained from Williamson County to review representation of flood risk for the community and support identification of issues and potential projects. No hydrologic, hydraulic, or floodplain analysis is proposed as part of this task.
- b. **Field Reconnaissance** – KFA will perform up to two (2) site visits to observe or gather measurements of infrastructure that has no available record data. During the site visits, KFA will geo-locate by approximate methods observed drainage features, photograph the feature, and include notes regarding the dimensions, conditions, and material.
- c. **Stormwater Infrastructure Database & Mapping** - KFA will compile collected data into a geodatabase. The geodatabase will include spatial data identified from field visits, as-builts provided by the City, and surface features identified from LiDAR. This task does not include a comprehensive mapping of all drainage infrastructure.
- d. **Deliverables** - GIS geodatabase of the mapped stormwater infrastructure will be delivered to the City upon completion of these tasks.

#### 4.2 Hydraulic Rapid Assessment

- a. **2D Hydraulic Assessment** - KFA will develop an initial high-level watershed analysis for the study area (as shown in Figure 1) to assist with identifying and evaluating problem areas associated with localized street and neighborhood flooding issues. KFA will utilize 2D hydraulic modeling to gain an understanding of existing surface drainage patterns, identify deficiencies in drainage infrastructure, including elements identified in the infrastructure geodatabase, and help identify and plan for future flood mitigation projects. Preliminary hydraulic assessments will be performed for the 25- and 100-year design return events utilizing NOAA Atlas 14 rainfall precipitation estimates assuming both an existing and fully developed watershed condition. The models will be checked for reasonableness and compared with City staff observations.
- b. **Hotspot Identification** – KFA will compile a list of drainage problem area “hot spots” identified from the 2018 Drainage Master Plan, from City staff input and from the results of the 2D hydraulic assessment. This task will help inform and identify projects to be included as part of Task 5.
- c. **Deliverables** - PDF mapping of the identified hot-spots will be used to assist with developing the identified projects for project development.

## **5.0 Develop Drainage Solutions**

### **5.1 CIP Project Evaluations**

- a. **Limited Detail Project Development (10 projects)** - KFA will develop conceptual high-level solution alternatives for up to ten identified projects, as selected by the City. These proposed projects will be developed through approximate methodologies to determine feasible solutions with enough information to develop rough cost estimates for planning purposes. Detailed hydraulic modeling is not included with this task.
- b. **CIP Project Worksheet and CIP Ranking** – KFA will evaluate and rank the identified 10 projects, develop project worksheet summaries and priority rankings to assist with CIP planning. The tasks will include:
  1. **Project Worksheets (10 locations)** – Catalog project location, description, primary goal, design storm criteria, property damages, public safety risks and frequency of issues. Present the conceptual solution major infrastructure components, project cost range and potential permitting needs. Worksheet will include a plan view figure to illustrate the conceptual solution.
  2. **CIP Scoring and Ranking** - Develop a list of project scoring criteria to be utilized in the scoring and ranking of the CIP drainage projects. An agreed upon criteria priority list and weighting value will be selected with City staff to establish a ranking system. After receiving guidance from City staff and stakeholders, KFA will apply the scoring criteria to rank and categorize each evaluated drainage project. When scoring is complete, KFA will provide a draft scoring and ranking matrix, project worksheets with probable cost estimates for review and acceptance by the City. This methodology will allow for the City to update the rankings with new projects, as needs arise. The primary ranking subcategories are anticipated to include public safety, economic impacts, project timing, and environmental considerations.

### **5.2 Deliverables**

KFA will prepare as a final deliverable a report that will include an existing conditions summary, overview of analysis methodologies, a statement of the drainage problems for each of the 10 locations, the proposed solution, estimated probable project costs, identified potential conflicts and right-of-way needs and an estimated duration for construction. The projects will be organized in a prioritized list and will include a project summary worksheet for the 10 selected project locations. Additionally, the report will include considerations for the planning of stormwater infrastructure for future growth.

The deliverable will be a detailed drainage master plan report including narrative discussing the procedures and findings of each task, relevant figures and tables, conceptual drainage project solutions, probable construction cost estimates, and prioritized drainage CIP plan. The report will include a table summarizing available funding options for the identified stormwater projects.

## **6.0 Public Involvement**

KFA shall assist the City with presenting and attending two (2) public meetings, if deemed necessary. The City will organize, advertise, and prepare materials as deemed necessary for the public meeting. KFA will have two (2) people attend each meeting.

## **7.0 Additional Assessments**

### **7.1 Stormwater Infrastructure Planning for Future Development**

KFA will review with the City the future development growth patterns, land use plans, and planned development to assist with evaluating and recommending long-term planning strategies associated with stormwater infrastructure. Opportunities for future regional detention strategies will be assessed and included as Task 5.1 project(s), if feasible. Locations for regional detention ponds, including proposed grading and sizing, will not be included in the analysis.

### **7.2 Stormwater Fee Allocation**

The current and projected annual Stormwater Fee revenue will be estimated and recommendations for allocation to future stormwater projects and operations and maintenance will be developed. This task does not include a financial analysis of rate structures, revenue generated, and cash flow from the Stormwater Utility Fee.

#### **ASSUMPTIONS MADE FOR THIS PROPOSAL**

1. Geotechnical Analysis and/or Field Investigations are not included with this proposal.
2. Topographic survey work to verify structure elevations and surface features is not included with this proposal. Further investigation may be recommended, as needed.
3. SUE, Utility coordination, Utility Conflict Matrix, Utility relocation design and construction Services are not included in this proposal.
4. Environmental Services or Field Investigations are not included in the proposal.
5. FEMA permitting and coordination is not included in the proposal.
6. Schematics and design are not included in the proposal.
7. The current Hutto codes will not be reviewed, and policy recommendations are not included in this scope.
8. A drainage fee rate study and analysis are not included in the scope.



## **Attachment B – Design Fee**

**Project No: TBD**

**Drainage Master Plan**

**City of Hutto  
Drainage Master Plan**

| Lump Sum Work Items         |                                 |              |                                                           | KFA         |              |                | Totals      |              |                |
|-----------------------------|---------------------------------|--------------|-----------------------------------------------------------|-------------|--------------|----------------|-------------|--------------|----------------|
| Task No.                    | Task Name                       | Sub-Task No. | Sub-Task                                                  | Total Hours | Total Labor  | Total Expenses | Total Hours | Total Labor  | Total Expenses |
| 3                           | PROJECT MANAGEMENT              | 1            | Overall Project Management                                | 74          | \$16,100.00  | \$0.00         | 74          | \$16,100.00  | \$0.00         |
| 3                           |                                 | 2.a          | Monthly Progress Meetings                                 | 34          | \$8,280.00   | \$0.00         | 34          | \$8,280.00   | \$0.00         |
| 3                           |                                 | 2.b          | Deliverable Meetings                                      | 26          | \$6,380.00   | \$300.00       | 26          | \$6,380.00   | \$300.00       |
| 3                           |                                 | 3            | Progress Reporting                                        | 24          | \$4,320.00   | \$0.00         | 24          | \$4,320.00   | \$0.00         |
| 4                           | AREAS OF CONCERN IDENTIFICATION | 1.a          | Obtain and Review Available Data                          | 52          | \$10,680.00  | \$0.00         | 52          | \$10,680.00  | \$0.00         |
| 4                           |                                 | 1.b          | Field Reconnaissance                                      | 48          | \$8,560.00   | \$400.00       | 48          | \$8,560.00   | \$400.00       |
| 4                           |                                 | 1.c          | Stormwater Infrastructure Database & Mapping              | 130         | \$24,700.00  | \$0.00         | 130         | \$24,700.00  | \$0.00         |
| 4                           |                                 | 1.d          | Deliverable                                               | 12          | \$2,300.00   | \$0.00         | 12          | \$2,300.00   | \$0.00         |
| 4                           |                                 | 2.a          | 2D Hydraulic Assessment                                   | 176         | \$32,160.00  | \$0.00         | 176         | \$32,160.00  | \$0.00         |
| 4                           |                                 | 2.b          | Hotspot Identification                                    | 94          | \$16,700.00  | \$0.00         | 94          | \$16,700.00  | \$0.00         |
| 4                           |                                 | 2.c          | Deliverable                                               | 12          | \$2,300.00   | \$0.00         | 12          | \$2,300.00   | \$0.00         |
| 5                           | DEVELOP DRAINAGE SOLUTIONS      | 1.a          | Limited Detail Project Development                        | 212         | \$42,520.00  | \$0.00         | 212         | \$42,520.00  | \$0.00         |
| 5                           |                                 | 1.b.1        | Project Worksheets                                        | 80          | \$13,000.00  | \$0.00         | 80          | \$13,000.00  | \$0.00         |
| 5                           |                                 | 1.b.2        | CIP Scoring and Ranking                                   | 38          | \$7,180.00   | \$0.00         | 38          | \$7,180.00   | \$0.00         |
| 5                           |                                 | 2            | Deliverable                                               | 154         | \$28,260.00  | \$0.00         | 154         | \$28,260.00  | \$0.00         |
| 6                           | PUBLIC INVOLVEMENT              | 1            | Public Meeting                                            | 16          | \$3,760.00   | \$300.00       | 16          | \$3,760.00   | \$300.00       |
| 7                           | ADDITIONAL ASSESSMENTS          | 1            | Stormwater Infrastructure Planning for Future Development | 74          | \$17,540.00  | \$0.00         | 74          | \$17,540.00  | \$0.00         |
| 7                           |                                 | 2            | Stormwater Fee Allocation                                 | 22          | \$5,260.00   | \$0.00         | 22          | \$5,260.00   | \$0.00         |
| Lump Sum Fee Totals         |                                 |              |                                                           | Hours       | Labor        | Expenses       | Hours       | Labor        | Expenses       |
|                             |                                 |              |                                                           | 1278        | \$250,000.00 | \$1,000.00     | 1278        | \$250,000.00 | \$1,000.00     |
| Percent of Total            |                                 |              |                                                           | 100.00%     | 100.00%      | 100.00%        | 100.00%     | 100.00%      | 100.00%        |
|                             |                                 |              |                                                           |             |              |                |             |              |                |
| Hourly Additional Work Item |                                 |              |                                                           | KFA         |              |                | Totals      |              |                |

| CURRENT TOTAL FOR THIS WORK AUTHORIZATION | Hours<br>1,278 | Labor<br>\$250,000.00 | Expenses<br>\$1,000.00 | Total<br>\$251,000.00 |
|-------------------------------------------|----------------|-----------------------|------------------------|-----------------------|
| PROJECT MANAGEMENT                        | 158            | \$35,080.00           | \$300.00               | \$35,380.00           |
| AREAS OF CONCERN IDENTIFICATION           | 524            | \$97,400.00           | \$400.00               | \$97,800.00           |
| DEVELOP DRAINAGE SOLUTIONS                | 484            | \$90,960.00           | \$0.00                 | \$90,960.00           |
| PUBLIC INVOLVEMENT                        | 16             | \$3,760.00            | \$300.00               | \$4,060.00            |
| ADDITIONAL ASSESSMENTS                    | 96             | \$22,800.00           | \$0.00                 | \$22,800.00           |
|                                           |                |                       |                        |                       |
|                                           |                |                       |                        |                       |
|                                           |                |                       |                        |                       |

Check 1,278 250,000 1,000

| HOURLY ITEM | Hours | Labor | Expenses |  |
|-------------|-------|-------|----------|--|
|             |       |       |          |  |



| Lump Sum Work Items           |                               |              |                                               |             |          | K Friese + Associates    |                        |                 |                  |                 |             |                |                     | Totals       |              |            |
|-------------------------------|-------------------------------|--------------|-----------------------------------------------|-------------|----------|--------------------------|------------------------|-----------------|------------------|-----------------|-------------|----------------|---------------------|--------------|--------------|------------|
|                               |                               |              |                                               |             |          | \$ 370.00                | \$ 330.00              | \$ 250.00       | \$ 220.00        | \$ 170.00       | \$ 130.00   | \$ 150.00      | \$ 110.00           | Hours        | Labor        | Expenses   |
| Task No.                      | Task Name                     | Sub-Task No. | Sub-Task                                      | Assumptions | Hrs/Unit | Senior Technical Advisor | Senior Project Manager | Senior Engineer | Project Engineer | Design Engineer | EIT         | GIS Specialist | Contract Specialist |              |              |            |
|                               |                               |              |                                               |             |          |                          |                        |                 |                  |                 |             |                |                     |              |              |            |
| 3                             | PROJECT MANAGEMENT            | 1            | Overall Project Management                    | 12          | 6.2      | 8                        |                        | 24              | 12               | 12              | 12          | 6              |                     | 74           | \$16,100.00  | \$0.00     |
| 3                             |                               | 2.a          | Monthly Progress Meetings                     | 12          | 2.8      |                          | 4                      | 12              | 18               |                 |             |                |                     | 34           | \$8,280.00   | \$0.00     |
| 3                             |                               | 2.b          | Deliverable Meetings                          | 3           | 8.7      | 2                        |                        | 12              | 12               |                 |             |                |                     | 26           | \$6,380.00   | \$300.00   |
| 3                             |                               | 3            | Progress Reporting                            | 12          | 2.0      |                          |                        | 12              |                  |                 |             |                | 12                  | 24           | \$4,320.00   | \$0.00     |
|                               |                               |              |                                               |             |          |                          |                        |                 |                  |                 |             |                |                     |              |              |            |
| 4                             | AREAS OF CONCERN IDENFICATION | 1.a          | Obtain and Review Available Data              |             |          |                          | 8                      | 8               | 8                | 12              | 8           | 8              |                     | 52           | \$10,680.00  | \$0.00     |
| 4                             |                               | 1.b          | Field Reconnaissance                          | 2           |          |                          |                        | 8               | 8                | 16              | 16          |                |                     | 48           | \$8,560.00   | \$400.00   |
| 4                             |                               | 1.c          | Stormwater Infrastructure Database & Mapping  |             |          |                          | 2                      | 16              | 36               | 36              |             |                | 40                  | 130          | \$24,700.00  | \$0.00     |
| 4                             |                               | 1.d          | Deliverable                                   |             |          |                          | 2                      |                 | 2                |                 |             |                | 8                   | 12           | \$2,300.00   | \$0.00     |
| 4                             |                               | 2.a          | 2D Hydraulic Assessment                       |             |          | 4                        | 4                      | 16              | 32               | 64              | 48          | 8              |                     | 176          | \$32,160.00  | \$0.00     |
| 4                             |                               | 2.b          | Hotspot Identification                        |             |          |                          | 2                      | 4               | 24               | 32              | 24          | 8              |                     | 94           | \$16,700.00  | \$0.00     |
| 4                             |                               | 2.c          | Deliverable                                   |             |          |                          | 2                      |                 | 2                |                 |             | 8              |                     | 12           | \$2,300.00   | \$0.00     |
|                               |                               |              |                                               |             |          |                          |                        |                 |                  |                 |             |                |                     |              |              |            |
| 5                             | DEVELOP DRAINAGE SOLUTIONS    | 1.a          | Limited Detail Project Development            | 10          | 21.2     | 4                        | 16                     | 24              | 56               | 72              | 40          |                |                     | 212          | \$42,520.00  | \$0.00     |
| 5                             |                               | 1.b.1        | Project Worksheets                            | 10          | 8.0      |                          |                        |                 | 20               |                 | 20          | 40             |                     | 80           | \$13,000.00  | \$0.00     |
| 5                             |                               | 1.b.2        | CIP Scoring and Ranking                       |             |          |                          | 2                      | 4               | 8                | 16              | 8           |                |                     | 38           | \$7,180.00   | \$0.00     |
| 5                             |                               | 2            | Deliverable                                   |             |          |                          | 8                      | 12              | 36               | 45              | 45          | 8              |                     | 154          | \$28,260.00  | \$0.00     |
|                               |                               |              |                                               |             |          |                          |                        |                 |                  |                 |             |                |                     |              |              |            |
| 6                             | PUBLIC INVOLVEMENT            | 1            | Public Meeting                                | 2           | 8.0      |                          |                        | 8               | 8                |                 |             |                |                     | 16           | \$3,760.00   | \$300.00   |
|                               |                               |              |                                               |             |          |                          |                        |                 |                  |                 |             |                |                     |              |              |            |
| 7                             | ADDITIONAL ASSESSMENTS        | 1            | Stormwater Infrastructure Planning for Future |             |          | 4                        | 16                     | 16              | 16               | 6               | 8           | 8              |                     | 74           | \$17,540.00  | \$0.00     |
| 7                             |                               | 2            | Stormwater Fee Allocation                     |             |          | 2                        | 6                      | 6               |                  |                 | 8           |                |                     | 22           | \$5,260.00   | \$0.00     |
|                               |                               |              |                                               |             |          |                          |                        |                 |                  |                 |             |                |                     |              |              |            |
| Total Hours By Category       |                               |              |                                               |             |          | 24                       | 72                     | 182             | 298              | 311             | 237         | 142            | 12                  | 1278         | \$250,000.00 | \$1,000.00 |
| Percent of Hours by Category  |                               |              |                                               |             |          | 1.88%                    | 5.63%                  | 14.24%          | 23.32%           | 24.33%          | 18.54%      | 11.11%         | 0.94%               | 100.00%      | Check        |            |
| Total Budget by Category      |                               |              |                                               |             |          | \$8,880.00               | \$23,760.00            | \$45,500.00     | \$65,560.00      | \$52,870.00     | \$30,810.00 | \$21,300.00    | \$1,320.00          | \$250,000.00 | Check        |            |
| Percent of Budget by Category |                               |              |                                               |             |          | 3.55%                    | 9.50%                  | 18.20%          | 26.22%           | 21.15%          | 12.32%      | 8.52%          | 0.53%               | 100.00%      | Check        |            |
|                               |                               |              |                                               |             |          |                          |                        |                 |                  |                 |             |                |                     |              |              |            |
| Hourly Additional Work Item   |                               |              |                                               |             |          |                          |                        |                 |                  |                 |             |                |                     |              |              |            |



**ADDENDUM TO TASK ORDER # 23-005A-001**

**October 6, 2023**

By my signature below, I hereby certify and verify that all the provisions of Master Services Agreement for KFRIESE AND ASSOCIATES, INC. Paragraph 18. Miscellaneous Provisions, (i) HB 1295 COMPLIANCE AND NO BOYCOTT PROVISIONS, have been complied with and that the HB 1295 Form is on file with the City Secretary and that I will not Boycott Israel, Energy Companies or Firearm Entities or Trade Associations.

CONSULTANT: KFRIESE AND ASSOCIATES, INC.

By:

Thomas M. Owens, P.E.

Digitally signed by Thomas M.  
Owens, P.E.  
DN: C=US,  
E=towens@kfriese.com, O="K  
Frieese & Associates, Inc.",  
CN="Thomas M. Owens, P.E."  
Date: 2023.10.06 09:31:46-05'00'

Print Name: Thomas M. Owens, P.E.

Title: Vice President

# AGENDA ITEM REPORT

13.8.



**To:** City Council  
**Subject:** Consideration and possible action on Resolution No. R-2023-229 authorizing the City Manager to execute an Individual Project Order (IPO) with Freese and Nichols, Inc. in the amount of \$180,000 for the Mobility Master Plan Update project (Matt Rector)  
**Meeting:** Thursday, October 12, 2023  
**Department:** Engineering /  
**Staff Contact:** Matt Rector

## BACKGROUND INFORMATION:

On September 7, 2023 the City Council approved Resolution no. R-2023-191 regarding Rotation List for Transportation and Drainage Engineering professional services with five consulting firms as a mechanism for Construction Related Professional Services (engineering/architecture) where the City hires multiple firms based on demonstrated competence and qualifications to perform a general scope of services and makes individual assignments on a rotating basis.

Firms have been assigned projects in the order that they were selected. So, the first contract is assigned to the first consultant, followed by the next and repeats after the last consultant assignment. The cycle then repeats. If a firm is unable or unwilling to execute a project, the next firm in line will then be used. This initial contract would be good for FY 2024. However, there are two one-year extensions possible for each of these firms.

Scope of services for Preliminary and Final Engineering Design will include the following field services: a) Review and update plan goals and objectives b) Thoroughfare functional classification and sizing to address 20- year vehicular demands c) Review and update design standards, as needed d) Conduct a web-based survey to identify transportation issues and general needs for multi-modal transportation e) Provide documentation and mapping for the updated Mobility Plan f) Provide an updated prioritized capital improvements plan (CIP).

The purpose of this item is to award an Individual Project Order (IPO) to Freese and Nichols, Inc. as an approved consultant of the City's selected firms on the Transportation and Drainage rotation list.

## SUMMARY OF REQUEST:

Approval of resolution as presented

## STAFF REVIEW:

Staff recommends approval

# AGENDA ITEM REPORT

13.8.



## FISCAL NOTES:

This project is being funded by the Traffic Impact Fee Fund (42-040-023-6656). The budget for this line item in FY 2024 is \$291,500. There have been no encumbrances to date for this project. If both this IPO and the IPO for the Traffic Impact Fee Study are awarded, there will be \$1,500 in this line item remaining in FY 2024.

## ATTACHMENTS:

1. 20230928 FNI Resolution for Mobility Master Plan
2. IPO Cover\_Transportation\_FNI Mobility Plan Master Update Proposal\_23-05B-02

**RESOLUTION NO. R-2023-229**

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,  
APPROVING A TASK ORDER BETWEEN FREESE AND  
NICHOLS, INC. AND THE CITY OF HUTTO IN THE  
AMOUNT OF \$180,000 FOR THE MOBILITY MASTER  
PLAN PROJECT; AUTHORIZING THE CITY MANAGER  
TO EXECUTE THE AGREEMENT; PROVIDING PROPER  
NOTICE & MEETING, AND PROVIDING AN EFFECTIVE  
DATE.**

**WHEREAS**, the City of Hutto, Texas (“City”) selected Freese and Nichols, Inc. to be included as part of the Transportation and Drainage rotation list; and

**WHEREAS**, the City Council desires to execute a task order with Freese and Nichols, Inc., in the amount of \$180,000 for services related to the Mobility Master Plan Project; and

**WHEREAS**, the City Council desires to authorize the City Manager to execute a task order with Freese and Nichols, Inc., in the form included in the contract documents and approved by the City Attorney, for the contract price, and within the contract time in accordance with other terms and conditions of the contract documents agreed to by Freese and Nichols, Inc.; and

**WHEREAS**, the City Council authorizes the City Manager to execute any change orders to the contract that are less than \$50,000.00.

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

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

**Section 2:** That the Hutto City Council hereby approves and authorizes the City Manager to execute the Agreement, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

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

**Section 4.** This Resolution shall take effect immediately upon its passage.

**RESOLVED** this 12<sup>th</sup> day of October, 2023.

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Mike Snyder, Mayor

**ATTEST:**

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Angela Lewis, City Secretary





## **TASK ORDER #23-005B-002**

### **Proposed TRANSPORTATION ROTATION LIST**

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

1. Background Data
  - a. Effective Date of Task Order #23-005B-002: September 28, 2023
  - b. Owner: City of Hutto
  - c. Vendor: FREESE AND NICHOLS, INC

Specific Project (title):      Mobility Master Plan Update

- 1) Scope of services for the Planning Study will include the following field services:
  - a) Review and update plan goals and objectives
  - b) Thoroughfare functional classification and sizing to address 20-year vehicular demands
  - c) Review and update design standards, as needed
  - d) Conduct a web-based survey to identify transportation issues and general needs for multi-modal transportation
  - e) Provide documentation and mapping for the updated Mobility Plan
  - f) Provide an updated prioritized capital improvements plan (CIP).

2. Fee:      NTE \$180,000

3. Deadline:      This form is to be signed along with any supplementary materials and must be submitted to Matt Rector, City Engineer via email by **9-28-23**, at 12PM CST.

Point of Contact  
Matt Rector  
City Engineer  
[Matt.Rector@HuttoTX.gov](mailto:Matt.Rector@HuttoTX.gov)  
512-759-4025

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

Vendor agrees to provide the services within this Task Order and Vendor is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order #23-005B-002 is September 28, 2023.

CITY OF HUTTO

FREESE AND NICHOLS, INC.

By:

By:



Print Name:

Print Name: Edmund Haas

Title: \_\_\_\_\_ Title: Vice President

**Exhibit “A”**  
**Mobility Plan Update**  
**SCOPE OF SERVICES**  
**City of Hutto**

The purpose of this planning effort will be to update the existing City of Hutto Mobility Master Plan, completed in 2018. Providing a framework for implementing long-term transportation investments, the Mobility Plan Update will assess existing and future needs within the context of growth and demand, supplementing analysis using network data and travel forecasts from the Capital Area Metropolitan Planning Organization (CAMPO) model.

This Mobility Plan update will focus on; 1) review and update plan goals and objectives, 2) thoroughfare functional classification and sizing to address 20-year vehicular demands, 3) review and update design standards, as needed, 4) conduct a web-based survey to identify transportation issues and general needs for multi-modal transportation, 5) provide documentation and mapping for the updated Mobility Plan, and 6) provide an updated prioritized capital improvements plan (CIP). This CIP will also serve as a basis in the update of the road impact fee program. A public engagement process at the outset and draft plan stages will enable public input to the plan. The plan will be coordinated through an Advisory Committee, who will serve to provide a recommendation to the City Council as part of a public hearing. Freese and Nichols (FNI) will work with a designated City Project Manager throughout the plan process. The scope of the update to the Mobility Plan includes the following.

**Task 1. Project Management and Coordination**

FNI will initiate the study by formulating an operations plan from which key management, coordination and scheduling will be undertaken. Establishing the framework from which project planning will help facilitate project planning activities and coordination with key intergovernmental agencies.

- 1.1 General Project Management and Coordination. The FNI Project Manager will develop a project operation plan detailing project task, task deliverables, project schedule, critical milestones, lines of communication, and task budgets. A graphic illustrating critical path of task/milestones will be prepared to detail task efforts as well as timing of data needs to meet project schedule requirements.
- 1.2 Project Kickoff: FNI will develop an initial project schedule, identify the project team, and prioritize initial work tasks in preparation for the initial kick-off meeting. An internal kick-off meeting will be held between FNI team members and contract administrative staff beforehand. The external kick-off meeting will be held virtually with Hutto representatives. The meeting will discuss project objectives, project schedule, team coordination, deliverables, current plans/data, and data needs. FNI will obtain input on issues affecting the transportation network, key needs for long-term implementation and updates to the plan document. FNI will develop meeting minutes.
- 1.3 Regular Project Coordination: FNI will meet with the designated City Project Manager on a bi-monthly basis, for up to one (1) hour, to coordinate project deliverables, milestones, and ongoing planning. Up to six (6) additional meetings, no more than 30-minutes in duration, may be held between the bi-monthly coordination meetings to ensure consistency with scope, schedule, and deliverables.
- 1.4 Project Steering Committee: Stakeholder input is the basis for developing a successful consensus-based plan. Hutto will develop a Project Advisory Committee (PAC) comprised of select member of the Transportation and Infrastructure Committee. FNI will conduct up to two (2) in-person or virtual meetings at milestone dates throughout the project with the PAC to present findings and receive guidance on project tasks, deliverables, and recommendations. These meetings will align with

meetings programed as part of the Road Impact Fee Update. The PAC will conduct a final review of the draft plan and provide one (1) set of consolidated comments before presentation of the final plan to city council.

PAC Meeting #1 will focus on input, issues, and needs.

PAC Meeting #2 will focus on the draft plan, recommendations, and receive committee feedback.

- 1.5 Meetings. The following summarizes meetings to be held as part of the overall project, as indicated in the work area descriptions. A total of up to seven (7) meetings for FNI participation are included in this project.

- Initial kick-off meeting (virtual) with city staff
- One (1) 2-hour town hall-style public meetings/open houses to enable public outreach and input.
- Up to two (2) meetings with the project advisory committee. These meetings will be held in coordination with other meetings.
- One (1) workshop with Hutto's City Council
- One (1) presentation of the final Mobility Plan to the Hutto City Council
- Regular (monthly) virtual meetings between FNI and the City Project Manager for project coordination and update.

## **Task 2: Data Collection**

- 2.1 Data Collection: FNI will collect and review relevant transportation planning documents, including existing thoroughfare plans, from TxDOT, CAMPO, transit agencies, adjacent counties, and cities and towns. The Hutto staff will provide support in obtaining planning documentation, if necessary. Planning work to be gathered will include previous county and city transportation plans, regional or sub-regional planning and programming for highways, and capital improvement planning documents.

The City of Hutto will provide GIS base mapping files that are geospatially and topologically correct (feature class and associated data) and are ready to use for transportation planning purposes. FNI will complete the GIS mapping for all relevant data.

## **Task 3: Review and Update Mobility Goals & Objectives**

- 3.1 Growth Areas and Issues/Needs: Coordinate with City officials and key stakeholders to determine major growth areas, identify key corridors, and determine issues and needs for each major thoroughfare within Hutto. This task will include involvement with the public outlined further under Task 8: Stakeholder and Public Engagements.
- 3.2 Develop Updated Goals & Objectives: FNI will use information gathered from the previous Mobility Plan and from the growth inventory, while collaborating with stakeholders and the public, to update the transportation-related goals and objectives for Hutto's transportation master planning.

## **Task 4. Existing Conditions**

- 4.1 Existing Conditions Inventory: FNI will review the existing transportation network using data provided by the City, coordinating with Hutto, TxDOT, CAMPO, adjacent counties and other agencies as needed to obtain necessary data. This will include an assessment of overall roadway connectivity and thoroughfare spacing. This task will also include a high-level assessment of pavement conditions using remote aerial surveys to determine required improvements and planning level project costs.

- 4.2 Review of Complementary Multimodal Transportation Services: FNI will conduct a planning level review of existing transit, bicycle, and pedestrian networks to identify any issues or needs. Recommended plans, programs, and projects will be included in the Mobility Plan recommendations.

#### **Task 5: Forecasted Conditions and Needs**

- 5.1 Review of CAMPO Model: FNI will collaborate with CAMPO as necessary to review their existing model data (2045/2050), including demographics and network information, to determine future conditions and any potential additional analysis to account for new growth. The city will assist in confirming any changes in demographics or potential land uses from the city Future Land Use Plan.
- 5.2 Demographics and Trends: Based upon existing available data, FNI will analyze population and employment growth and forecast to determine growth rates and overall trends within Hutto.
- 5.3 Traveler Behavior: Based upon existing available data, FNI will analyze commuter information, modal usage, age distribution and other demographic data to determine general traveler behavior.
- 5.4 Land Use Analysis: The project team will assess general land use information, potential future conditions, and other studies as a guide to consider proposed transportation improvements.
- 5.5 Emerging Technologies: FNI will conduct a high-level assessment of emerging technologies and develop a matrix to identify which may be most appropriate for Hutto to consider in the future. This assessment will be limited to available data and current best practices.

#### **Task 6: Mobility Plan Development**

FNI will review and assess the current mobility plan to determine the effectiveness of the network relative to forecast data and transportation trends. FNI will collaborate with Hutto to document committed (funded) and planned improvements or other initiatives for the current thoroughfare system. Based on existing data, FNI will assess the existing committed system to identify any shortcomings or perceived issues with mobility, safety, and congestion.

- 6.1 Mobility Plan Map: Based on data, corridor analysis, and recommendations developed in the task above, mobility plan maps will be developed for review and comment by the Project Advisory Committee and Hutto using ESRI GIS software. Mobility plan elements will be summarized on a single map and contain roadway functional classification, roadway sections, and supporting multi-modal activity. The map will also include general base map information (such as city limits, ETJ, creeks, water features, parks, and floodplains). A large-scale version of the map will be prepared for presentation purposes.
- 6.2 Street Classification and Design: FNI will conduct a planning-level analysis on the arterial and collector roadway networks, coupled with a review of forecast demand to determine appropriate roadway sizing for city thoroughfares beyond 2045. The project team will focus on roadway right sizing and pinpoint needed changes to typical sections and roadway design standards, keeping current and future land uses and City goals in mind.
- 6.3 Mobility Plan Report: The mobility plan technical report will summarize comments received by key stakeholders, major new developments, results of the online survey, identification of issues and needs, review of transit/bike/ped networks, roadway network analysis, an assessment of future travel demand, roadway sizing review, an updated set of thoroughfare cross sections (if required), a new thoroughfare plan map, key recommendations, project information sheets, and an implementation

schedule. The plan will include both a report sized map suitable for report reproduction and a large-scale plan overlaid on aerial imagery.

Subject to input and supplemental analysis, a draft final plan will be prepared. As part of this effort, the supporting ‘draft’ plan document will be submitted for initial review by the Project Advisory Committee. Subject to one (1) round of consolidated comments, a revised version of plan documents will be prepared and submitted to the city preparation for submittal for Council consideration as part of a public hearing.

To maximize cost efficiencies of materials reproduction, all draft materials submitted to the city for review and comment will be in electronic file (PDF) format. Subject to comments, FNI will amend the report for meetings with the Steering Committee. The city will provide copies of the draft final Mobility Plan will be submitted for use in dissemination to PAC, and City Council, respectively. Subject to final comments from the public hearing, FNI will prepare one master electronic (PDF format) version for use by the city. At the conclusion of study, all files of the planning document will be turned over to the city for use as desired.

- 6.4 Recommendations: FNI will define system improvements needed to address growth and corridor development as well as transportation planning issues identified during stakeholder and public involvement. Plan recommendations will address immediate (0-2 years), short (3-5) years, mid (5-15) years, and long-term (15+ years) timing. This will include a short list of priority projects that are considered attractive candidates for immediate funding. The plan will also consider connections to corridors adjacent to Hutto. The implementation plan will include a matrix to present the timing of actions and which agency should lead each initiative as well as a prioritized project listing that is consistent with the CIP. Additionally, potential funding and partnering strategies for transportation at the local, county, regional, and state level will be identified and discussed. Project listings will provide detailed descriptions of the work required and associated planning level costs.

## **Task 7: Roadway Standards and Prioritized CIP**

- 7.1 Review and Update Plan Design Standards: FNI will engage their engineering team to recommend appropriate revisions to the citywide roadway design standards. Standards to be reviewed include street functional classification and supporting typical cross-sections, micromobility and bike/ped facility standards, access management, and traffic impact analysis (TIA) guidelines. Recommendations prepared as part of the Comprehensive Plan Transportation Chapter will be incorporated into the Mobility Plan.
- 7.2 Project Development and Costing: Identification of key projects for development/implementation. This will involve coordination with key stakeholders, including representatives from Hutto, TxDOT, CAMPO, and local municipalities. Projects will be based off the existing mobility plan and existing projects and will identify project limits, roadway functional classification, and purpose and need (connectivity, mobility, safety, access). FNI will provide planning level cost estimates.
- 7.3 Prioritization and Review: A multi-modal listing of defined projects will be prepared as part of the current mobility plan. Based on data compiled as part of task efforts defined above, and criteria for up to five measures of effectiveness, FNI will produce a general prioritized project listing of road, railroad, pedestrian and bike, transit, and system management projects based on a set of criteria, including but not limited to:
- existing and proposed network compatibility
  - ability to support planned developments
  - Short, medium, and long-term outcomes



- impacts on traffic and safety
- compatibility with local and regional plans
- equity and sustainability considerations
- environmental impacts
- general mobility

Project timeframes will include immediate (0-2 years), short (3-5 years), medium (6-15 years), and long-term (>15-years). Project prioritization comments will define project type and identify items such as: capacity enhancement-road widening, reconstruction, intersection reconstruction, addition of turn lanes, new overlay, prioritization term (short, medium, long), etc. Funding comments will include source, partnership (i.e., CAMPO, TxDOT, WILCO Bond program, etc.).

## **Task 8: Stakeholder and Public Involvement**

FNI will conduct input meetings with Hutto to identify key current transportation issues or areas of concern within the City, key mobility needs and desires for short-term and long-term mobility improvements from communities, stakeholders, and affected agencies, as needed. FNI will provide discussion materials and mapping to solicit input for the planning process, develop and organize meeting materials, provide input documentation tools (sign in sheets, comment cards, signage), compile mapped data, and provide summary meeting minutes.

- 8.1 Project Advisory Committee (PAC) Meetings: outlined in Task 1
- 8.2 Town Hall Style Meeting: An open house to solicit input from the public on the Mobility Plan and its initial recommendations. PAC members are encouraged to be in attendance. The meeting will be conducted by the FNI project team in coordination with City Staff. The city will be responsible for advertising the meeting date, time and location and securing a meeting venue appropriate for the event. This public meeting will be scheduled to overlap the period where the transportation survey is available online.
- 8.3 City Council Workshop: FNI will conduct a workshop with the city to review draft plan recommendations. This meeting could occur prior to the second Town Hall, or pursuant to this meeting to discuss public input received. FNI will prepare a brief presentation to review recommended adjustments to modal plan elements and project listing. FNI will obtain feedback from the Council for incorporation into the draft plan for final public consideration.
- 8.4 City Council Public Hearing: The work area provides for plan presentation to Hutto City County and the public by FNI for consideration/adoption. A large-scale version of the Mobility Plan map will be available for review. Subject to Council recommendation, FNI will finalize the Plan and submit an electronic version (as a PDF) to the city. GIS files and plan mapping will also be provided to the city as an ArcPro GIS map package.
- 8.5 Online Survey and Web Content: A non-statistical (attitudinal) survey using Social Pinpoint will be conducted online to solicit further input from the public regarding transportation issues and needs, safety concerns, and proposed recommendations. The survey, which will contain no more than ten (10) questions, will be open for up to 30-days after the initial FNI will construct the survey and analyze its findings; the city will ensure that survey link is available on the city website and is distributed to key groups within the community.

## **Reports and Products**

All documents will be prepared using Microsoft Word software. To ensure retention of proper formatting, submittals to the city will be made via PDF electronic file format. At the conclusion of the study, electronic files will be submitted to the city for use, as desired. All mapping will be created in ESRI ArcGIS or ArcPro software and copies of maps transmitted via PDF format.

## **Mapping**

It is proposed that the city's existing base mapping will be used for this project (provided to the Consultant at no additional cost to the Consultant). The base map will be manipulated using ESRI's ArcGIS or ArcPro software for plan mapping. All municipal electronic GIS or CAD files relevant to the preparation of the Mobility Plan will be made available to the consultant.

## **PROJECT SCHEDULE:**

FNI shall complete the technical development of the work effort as described above in 12 months from receipt of notice to proceed and shall be completed by September 30, 2024. The final public hearing is expected to be conducted in September 2024. With the uncertainty of COVID, should any scheduled dates be missed on behalf of the City, a revised schedule, beyond the 12-month time, shall be developed. All work will, in good faith, be conducted as effectively and efficiently as possible.

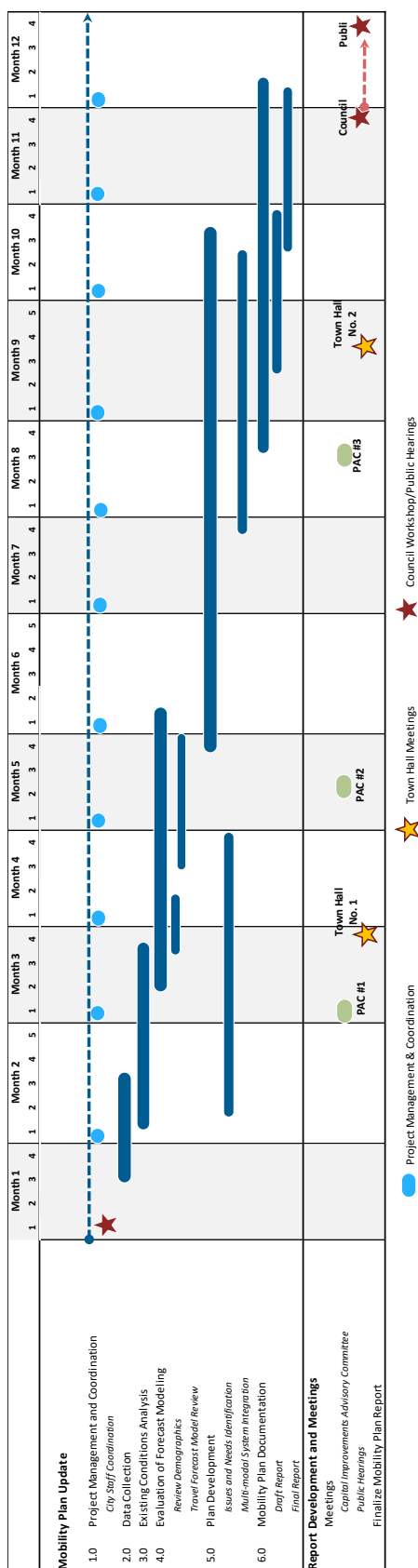
If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays in the flow of information to be provided to FNI, governmental approvals, etc. These delays may also result in an adjustment to compensation.

**FEE:** The fee for services as defined above will be a not to exceed amount of one hundred eighty thousand dollars (\$180,000.00).

## **INFORMATION TO BE PROVIDED BY THE CITY**

The City shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as the City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret, and define the City's policies and decisions with respect to FNI's services for the Project.
- B. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.
- C. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as the City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- D. Provide meeting rooms for the conduct of Capital Improvement Advisory Committee Meetings and discussions. Coordination of meeting times and location, including notifying each study team member.
- E. Provide for development and posting of agendas and public noticing, inclusive of notices in the local newspaper, for the conduct of CIAC Meetings and City Council Public Hearings.



|                                                                     |                     |            |
|---------------------------------------------------------------------|---------------------|------------|
| Mobility Plan Master Update<br>9/12/2023<br>Detailed Cost Breakdown | Project Fee Summary |            |
|                                                                     | Basic Services      | \$ 180,000 |
|                                                                     | Special Services    | \$ -       |
|                                                                     | Total Project       | \$ 180,000 |

| Tasks                  |      |                 |                  | Labor                                                                                 |                                   |           |                 |                |                |             |                |                |                   |            |                   |                    |        |             |
|------------------------|------|-----------------|------------------|---------------------------------------------------------------------------------------|-----------------------------------|-----------|-----------------|----------------|----------------|-------------|----------------|----------------|-------------------|------------|-------------------|--------------------|--------|-------------|
| Phase                  | Task | Activity        | Basic or Special | Task Description                                                                      | Roadway PE/<br>Client Coordinator | Principal | Project Manager | Senior Planner | Senior Advisor | Traffic EIT | Junior Planner | Junior Planner | Senior Traffic PE | Roadway PE | Senior Traffic PE | Project Controller | Billor | Total Hours |
|                        |      |                 |                  |                                                                                       | \$230                             | \$312     | \$135           | \$170          | \$175          | \$152       | \$112          | \$112          | \$316             | \$275      | \$305             | \$175              | \$119  |             |
|                        |      |                 |                  | Project Management                                                                    |                                   |           |                 |                |                |             |                |                |                   |            |                   |                    |        |             |
| A                      | 1.1  | PM / Production | Basic            | Internal Kickoff                                                                      | 1                                 | 1         | 2               | 1              |                | 1           | 2              | 1              |                   |            |                   |                    |        | 9           |
| A                      | 1.2  | PM / Production | Basic            | External Kickoff (virtual)                                                            | 1                                 | 1         | 1               |                |                |             | 1              |                |                   |            |                   |                    |        | 4           |
| A                      | 1.1  | PM / Production | Basic            | Internal Coordination Meetings                                                        |                                   |           | 6               | 6              |                |             | 6              | 6              |                   |            |                   |                    |        | 24          |
| A                      | 1.3  | PM / Production | Basic            | Client Coordination Meetings                                                          |                                   | 3         | 15              | 6              |                |             |                |                |                   |            |                   |                    |        | 24          |
| A                      | 1.1  | PM / Production | Basic            | Maintain and monitor scope / schedule / budget                                        |                                   |           | 2               |                |                |             |                |                |                   |            |                   |                    |        | 2           |
| A                      | 1.1  | PM / Production | Basic            | One Page Reports / Periodic client communications                                     |                                   |           | 6               |                |                |             |                |                |                   |            |                   |                    |        | 6           |
| A                      | 1.1  | PM / Production | Basic            | Corporate Support (Scheduler)                                                         |                                   |           |                 |                |                |             |                |                |                   |            |                   |                    | 6      | 6           |
| A                      | 1.1  | PM / Production | Basic            | Corporate Support (Operations Analyst, Accounting Specialist, Contract Administrator) |                                   |           |                 |                |                |             |                |                |                   |            |                   | 6                  |        | 6           |
| A                      | 1.1  | PM / Production | Basic            | Project Closeout                                                                      |                                   |           | 2               |                |                |             |                |                |                   |            |                   |                    |        | 2           |
|                        |      |                 |                  | Quality Management                                                                    |                                   |           |                 |                |                |             |                |                |                   |            |                   |                    |        |             |
| A                      | 1.1  | PM / Production | Basic            | Develop quality management plan                                                       |                                   |           | 1               |                |                |             |                |                |                   |            |                   |                    |        | 1           |
| A                      | 1.1  | PM / Production | Basic            | Senior Advisor                                                                        |                                   |           |                 |                | 4              |             |                |                |                   |            |                   |                    |        | 4           |
| A                      | 1.1  | PM / Production | Basic            | Quality Control reviews                                                               |                                   | 1.5       | 2               | 1.5            |                |             |                |                |                   |            |                   |                    |        | 5           |
| A                      | 1.1  | PM / Production | Basic            | Quality Assurance reviews                                                             |                                   | 1.5       |                 |                |                |             |                |                |                   |            |                   |                    |        | 2           |
| A                      | 2.1  | PM / Production | Basic            | Data Collection & Existing Conditions                                                 |                                   |           |                 |                |                |             |                |                |                   |            |                   |                    |        |             |
| A                      | 2.1  | PM / Production | Basic            | Data Inventory and Collection                                                         |                                   |           | 8               | 2              |                |             | 20             | 20             |                   |            |                   |                    |        | 50          |
| A                      | 4.1  | PM / Production | Basic            | Mapping and Inventory                                                                 |                                   |           | 6               |                |                |             | 16             | 16             |                   |            |                   |                    |        | 38          |
| A                      | 4.1  | PM / Production | Basic            | Transportation Network Review                                                         |                                   |           | 12              | 6              |                |             | 12             |                |                   |            |                   |                    |        | 30          |
| A                      | 4.2  | PM / Production | Basic            | Review of Multimodal                                                                  |                                   |           | 8               | 2              |                |             | 16             |                | 2                 |            |                   |                    |        | 28          |
| A                      | 3    | PM / Production | Basic            | Goals & Objectives                                                                    |                                   |           |                 |                |                |             |                |                |                   |            |                   |                    |        |             |
| A                      | 3.1  | PM / Production | Basic            | Growth Areas/Issues and Needs                                                         |                                   | 1         | 6               | 4              |                |             | 12             | 16             |                   |            |                   |                    |        | 39          |
| A                      | 3.3  | PM / Production | Basic            | Develop Updated Goals and Objectives                                                  |                                   |           | 6               |                |                |             |                | 8              |                   |            |                   |                    |        | 14          |
|                        |      |                 |                  | Forecasted Conditions & Needs                                                         |                                   |           |                 |                |                |             |                |                |                   |            |                   |                    |        |             |
| A                      | 5.1  | PM / Production | Basic            | Review CAMPO Model                                                                    |                                   | 1         | 2               | 8              |                |             | 3              |                |                   |            | 2                 |                    |        | 16          |
| A                      | 5.2  | PM / Production | Basic            | Demographics and Trends                                                               |                                   | 1         | 4               | 2              |                |             | 8              | 8              |                   |            |                   |                    |        | 23          |
| A                      | 5.3  | PM / Production | Basic            | Traveler Behavior                                                                     |                                   | 1         | 4               | 4              |                |             | 20             |                |                   |            |                   |                    |        | 29          |
| A                      | 5.4  | PM / Production | Basic            | Land Use Analysis                                                                     |                                   |           | 6               |                |                |             |                | 16             |                   |            |                   |                    |        | 22          |
| A                      | 5.5  | PM / Production | Basic            | New Technologies                                                                      |                                   |           | 4               |                |                |             |                | 16             |                   |            |                   |                    |        | 20          |
|                        |      |                 |                  | Mobility Plan Development                                                             |                                   |           |                 |                |                |             |                |                |                   |            |                   |                    |        |             |
| A                      | 6.1  | PM / Production | Basic            | Thoroughfare Plan Map                                                                 | 1                                 | 4         | 14              | 6              |                |             | 36             | 26             |                   |            |                   |                    |        | 87          |
| A                      | 6.3  | PM / Production | Basic            | Thoroughfare Plan Report                                                              |                                   |           | 8               | 12             |                |             | 80             | 20             |                   |            |                   |                    |        | 120         |
| A                      | 6.2  | PM / Production | Basic            | Street Classification and Design                                                      | 1                                 | 1         | 16              | 8              |                |             | 16             |                | 2                 |            |                   |                    |        | 44          |
| A                      | 6.4  | PM / Production | Basic            | Recommendations                                                                       |                                   | 4         | 20              | 10             |                |             |                | 24             |                   |            |                   |                    |        | 58          |
|                        |      |                 |                  | Roadway Standards and Prioritized CIP                                                 |                                   |           |                 |                |                |             |                |                |                   |            |                   |                    |        |             |
| A                      | 7.1  | PM / Production | Basic            | Execute Revision of Design Standards                                                  |                                   |           | 16              |                |                |             | 16             |                |                   |            |                   |                    |        | 32          |
| A                      | 7.2  | PM / Production | Basic            | Project Costing                                                                       | 2                                 |           | 2               | 2              |                | 32          |                |                | 4                 | 6          |                   |                    |        | 48          |
| A                      | 7.3  | PM / Production | Basic            | Prioritization and Review                                                             |                                   | 2         | 9               | 3              |                |             | 32             | 32             | 2                 |            |                   |                    |        | 80          |
|                        |      |                 |                  | Stakeholder and Public Involvement                                                    |                                   |           |                 |                |                |             |                |                |                   |            |                   |                    |        |             |
| A                      | 8.1  | PM / Production | Basic            | Project Advisory Committee Mtgs (2)                                                   |                                   | 3.0       | 3.0             | 1.5            |                |             | 1.5            |                |                   |            |                   |                    |        | 9           |
| A                      | 8.1  | PM / Production | Basic            | Project Advisory Committee Prep                                                       |                                   | 1.0       | 8.0             | 2.0            |                |             | 24             |                |                   |            |                   |                    |        | 35          |
| A                      | 8.1  | PM / Production | Basic            | Project Advisory Committee Travel                                                     |                                   |           |                 |                |                |             |                |                |                   |            |                   |                    |        |             |
| A                      | 8.2  | PM / Production | Basic            | Town Hall Meeting (1)                                                                 |                                   | 2         | 2               |                |                |             | 2              |                |                   |            |                   |                    |        | 6           |
| A                      | 8.2  | PM / Production | Basic            | Town Hall Preparation                                                                 |                                   | 4         | 24              |                |                |             | 28             |                |                   |            |                   |                    |        | 56          |
| A                      | 8.2  | PM / Production | Basic            | Town Hall Travel                                                                      |                                   | 6         | 8               |                |                |             | 6              |                |                   |            |                   |                    |        | 20          |
| A                      | 8.3  | PM / Production | Basic            | City Council Workshop                                                                 |                                   | 2         | 2               |                |                |             |                |                |                   |            |                   |                    |        | 4           |
| A                      | 8.3  |                 |                  | City Council Workshop Prep                                                            |                                   | 2         | 16              |                |                |             |                |                |                   |            |                   |                    |        | 18          |
| A                      | 8.3  | PM / Production | Basic            | City Council Workshop Travel                                                          |                                   | 6         | 8               |                |                |             |                |                |                   |            |                   |                    |        | 14          |
| A                      | 8.4  | PM / Production | Basic            | City Council Public Hearing                                                           |                                   | 9         | 12              |                |                |             | 10             |                |                   |            |                   |                    |        | 31          |
| A                      | 8.5  | PM / Production | Basic            | Online Survey Development                                                             |                                   |           | 2               | 24             |                |             | 32             | 24             |                   |            |                   |                    |        | 82          |
| A                      | 8.5  | PM / Production | Basic            | Web Content                                                                           |                                   |           |                 |                |                |             |                |                |                   |            |                   |                    |        |             |
| Total Hours / Quantity |      |                 |                  |                                                                                       | 6                                 | 58        | 273             | 111            | 4              | 33          | 400            | 233            | 10                | 6          | 2                 | 6                  | 6      | 1,148       |
| Total Effort           |      |                 |                  |                                                                                       | \$ 1,435                          | \$ 18,795 | \$ 38,323       | \$ 19,584      | \$ 728         | \$ 5,209    | \$ 46,646      | \$ 27,205      | \$ 3,281          | \$ 1,713   | \$ 634            | \$ 1,093           | \$ 745 |             |

Mobility Plan Master Update

9/12/2023

Detailed Cost Breakdown

| Tasks                  |      |                 |                  |                                                          |                    |
|------------------------|------|-----------------|------------------|----------------------------------------------------------|--------------------|
| Phase                  | Task | Activity        | Basic or Special | Task Description                                         | Total Labor Effort |
|                        |      |                 |                  | Project Management                                       | \$ -               |
| A                      | 1.1  | PM / Production | Basic            | Internal Kickoff                                         | \$ 1,528           |
| A                      | 1.2  | PM / Production | Basic            | External Kickoff (virtual)                               | \$ 820             |
| A                      | 1.1  | PM / Production | Basic            | Internal Coordination Meetings                           | \$ 3,302           |
| A                      | 1.3  | PM / Production | Basic            | Client Coordination Meetings                             | \$ 4,136           |
| A                      | 1.1  | PM / Production | Basic            | Maintain and monitor scope / schedule / budget           | \$ 281             |
| A                      | 1.1  | PM / Production | Basic            | One Page Reports / Periodic client communications        | \$ 842             |
| A                      | 1.1  | PM / Production | Basic            | Corporate Support (Scheduler)                            | \$ 745             |
| A                      | 1.1  | PM / Production | Basic            | Corporate Support (Operations Analyst, Accounting Specia | \$ 1,093           |
| A                      | 1.1  | PM / Production | Basic            | Project Closeout                                         | \$ 281             |
|                        |      |                 |                  | Quality Management                                       | \$ -               |
| A                      | 1.1  | PM / Production | Basic            | Develop quality management plan                          | \$ 140             |
| A                      | 1.1  | PM / Production | Basic            | Senior Advisor                                           | \$ 728             |
| A                      | 1.1  | PM / Production | Basic            | Quality Control reviews                                  | \$ 1,031           |
| A                      | 1.1  | PM / Production | Basic            | Quality Assurance reviews                                | \$ 486             |
| A                      | 2.1  | PM / Production | Basic            | Data Collection & Existing Conditions                    | \$ -               |
| A                      | 2.1  | PM / Production | Basic            | Data Inventory and Collection                            | \$ 6,146           |
| A                      | 4.1  | PM / Production | Basic            | Mapping and Inventory                                    | \$ 4,578           |
| A                      | 4.1  | PM / Production | Basic            | Transportation Network Review                            | \$ 4,144           |
| A                      | 4.2  | PM / Production | Basic            | Review of Multimodal                                     | \$ 4,000           |
| A                      | 3    | PM / Production | Basic            | Goals & Objectives                                       | \$ -               |
| A                      | 3.1  | PM / Production | Basic            | Growth Areas/Issues and Needs                            | \$ 5,141           |
| A                      | 3.3  | PM / Production | Basic            | Develop Updated Goals and Objectives                     | \$ 1,776           |
|                        |      |                 |                  | Forecasted Conditions & Needs                            | \$ -               |
| A                      | 5.1  | PM / Production | Basic            | Review CAMPO Model                                       | \$ 3,001           |
| A                      | 5.2  | PM / Production | Basic            | Demographics and Trends                                  | \$ 3,106           |
| A                      | 5.3  | PM / Production | Basic            | Traveler Behavior                                        | \$ 3,926           |
| A                      | 5.4  | PM / Production | Basic            | Land Use Analysis                                        | \$ 2,710           |
| A                      | 5.5  | PM / Production | Basic            | New Technologies                                         | \$ 2,430           |
|                        |      |                 |                  | Mobility Plan Development                                | \$ -               |
| A                      | 6.1  | PM / Production | Basic            | Thoroughfare Plan Map                                    | \$ 11,798          |
| A                      | 6.3  | PM / Production | Basic            | Thoroughfare Plan Report                                 | \$ 14,916          |
| A                      | 6.2  | PM / Production | Basic            | Street Classification and Design                         | \$ 6,745           |
| A                      | 6.4  | PM / Production | Basic            | Recommendations                                          | \$ 8,670           |
|                        |      |                 |                  | Roadway Standards and Prioritized CIP                    | \$ -               |
| A                      | 7.1  | PM / Production | Basic            | Execute Revision of Design Standards                     | \$ 4,114           |
| A                      | 7.2  | PM / Production | Basic            | Project Costing                                          | \$ 9,189           |
| A                      | 7.3  | PM / Production | Basic            | Prioritization and Review                                | \$ 10,569          |
|                        |      |                 |                  | Stakeholder and Public Involvement                       | \$ -               |
| A                      | 8.1  | PM / Production | Basic            | Project Advisory Committee Mtgs (2)                      | \$ 1,833           |
| A                      | 8.1  | PM / Production | Basic            | Project Advisory Committee Prep                          | \$ 4,602           |
| A                      | 8.1  | PM / Production | Basic            | Project Advisory Committee Travel                        | \$ -               |
| A                      | 8.2  | PM / Production | Basic            | Town Hall Meeting (1)                                    | \$ 1,162           |
| A                      | 8.2  | PM / Production | Basic            | Town Hall Preparation                                    | \$ 7,934           |
| A                      | 8.2  | PM / Production | Basic            | Town Hall Travel                                         | \$ 3,768           |
| A                      | 8.3  | PM / Production | Basic            | City Council Workshop                                    | \$ 929             |
| A                      | 8.3  |                 |                  | City Council Workshop Prep                               | \$ 2,894           |
| A                      | 8.3  | PM / Production | Basic            | City Council Workshop Travel                             | \$ 3,067           |
| A                      | 8.4  | PM / Production | Basic            | City Council Public Hearing                              | \$ 5,768           |
| A                      | 8.5  | PM / Production | Basic            | Online Survey Development                                | \$ 11,065          |
| A                      | 8.5  | PM / Production | Basic            | Web Content                                              | \$ -               |
| Total Hours / Quantity |      |                 |                  |                                                          |                    |
| Total Effort           |      |                 |                  |                                                          | \$ 165,392         |



| Mobility Plan Master Update<br>9/12/2023<br>Detailed Cost Breakdown | Project Fee Summary |         |
|---------------------------------------------------------------------|---------------------|---------|
|                                                                     | Basic Services      | 180,000 |
|                                                                     | Special Services    | -       |
|                                                                     | Total Project       | 180,000 |

| Tasks                  |      |                 |                     |                                                         | Expenses    |        |        |          |          |               | Total Expense<br>Effort |
|------------------------|------|-----------------|---------------------|---------------------------------------------------------|-------------|--------|--------|----------|----------|---------------|-------------------------|
| Phase                  | Task | Activity        | Basic or<br>Special | Task Description                                        | Tech Charge | Miles  | Meals  | Hotel    | Airfare  | Color (sheet) |                         |
|                        |      |                 |                     | <b>Project Management</b>                               |             |        |        |          |          |               | \$ -                    |
| A                      | 1.1  | PM / Production | Basic               | Internal Kickoff                                        | 9           |        |        |          |          |               | \$ 77                   |
| A                      | 1.2  | PM / Production | Basic               | External Kickoff (virtual)                              | 4           |        |        |          |          |               | \$ 34                   |
| A                      | 1.1  | PM / Production | Basic               | Internal Coordination Meetings                          | 24          |        |        |          |          |               | \$ 204                  |
| A                      | 1.3  | PM / Production | Basic               | Client Coordination Meetings                            | 24          |        |        |          |          |               | \$ 204                  |
| A                      | 1.1  | PM / Production | Basic               | Maintain and monitor scope / schedule / budget          | 2           |        |        |          |          |               | \$ 17                   |
| A                      | 1.1  | PM / Production | Basic               | One Page Reports / Periodic client communications       | 6           |        |        |          |          |               | \$ 51                   |
| A                      | 1.1  | PM / Production | Basic               | Corporate Support (Scheduler)                           | 6           |        |        |          |          |               | \$ 51                   |
| A                      | 1.1  | PM / Production | Basic               | Corporate Support (Operations Analyst, Accounting Speci | 6           |        |        |          |          |               | \$ 51                   |
| A                      | 1.1  | PM / Production | Basic               | Project Closeout                                        | 2           |        |        |          |          |               | \$ 17                   |
|                        |      |                 |                     | <b>Quality Management</b>                               |             |        |        |          |          |               | \$ -                    |
| A                      | 1.1  | PM / Production | Basic               | Develop quality management plan                         | 1           |        |        |          |          |               | \$ 9                    |
| A                      | 1.1  | PM / Production | Basic               | Senior Advisor                                          | 4           |        |        |          |          |               | \$ 34                   |
| A                      | 1.1  | PM / Production | Basic               | Quality Control reviews                                 | 5           |        |        |          |          |               | \$ 43                   |
| A                      | 1.1  | PM / Production | Basic               | Quality Assurance reviews                               | 2           |        |        |          |          |               | \$ 13                   |
| A                      | 2.1  | PM / Production | Basic               | <b>Data Collection &amp; Existing Conditions</b>        |             |        |        |          |          |               | \$ -                    |
| A                      | 2.1  | PM / Production | Basic               | Data Inventory and Collection                           | 50          |        |        |          |          |               | \$ 425                  |
| A                      | 4.1  | PM / Production | Basic               | Mapping and Inventory                                   | 38          |        |        |          |          |               | \$ 323                  |
| A                      | 4.1  | PM / Production | Basic               | Transportation Network Review                           | 30          |        |        |          |          |               | \$ 255                  |
| A                      | 4.2  | PM / Production | Basic               | Review of Multimodal                                    | 28          |        |        |          |          |               | \$ 238                  |
| A                      | 3    | PM / Production | Basic               | <b>Goals &amp; Objectives</b>                           |             |        |        |          |          |               | \$ -                    |
| A                      | 3.1  | PM / Production | Basic               | Growth Areas/Issues and Needs                           | 39          |        |        |          |          |               | \$ 332                  |
| A                      | 3.3  | PM / Production | Basic               | Develop Updated Goals and Objectives                    | 14          |        |        |          |          |               | \$ 119                  |
|                        |      |                 |                     | <b>Forecasted Conditions &amp; Needs</b>                |             |        |        |          |          |               | \$ -                    |
| A                      | 5.1  | PM / Production | Basic               | Review CAMPO Model                                      | 16          |        |        |          |          |               | \$ 136                  |
| A                      | 5.2  | PM / Production | Basic               | Demographics and Trends                                 | 23          |        |        |          |          |               | \$ 196                  |
| A                      | 5.3  | PM / Production | Basic               | Traveler Behavior                                       | 29          |        |        |          |          |               | \$ 247                  |
| A                      | 5.4  | PM / Production | Basic               | Land Use Analysis                                       | 22          |        |        |          |          |               | \$ 187                  |
| A                      | 5.5  | PM / Production | Basic               | New Technologies                                        | 20          |        |        |          |          |               | \$ 170                  |
|                        |      |                 |                     | <b>Mobility Plan Development</b>                        |             |        |        |          |          |               | \$ -                    |
| A                      | 6.1  | PM / Production | Basic               | Thoroughfare Plan Map                                   | 87          |        |        |          |          |               | \$ 740                  |
| A                      | 6.3  | PM / Production | Basic               | Thoroughfare Plan Report                                | 120         |        |        |          |          |               | \$ 1,020                |
| A                      | 6.2  | PM / Production | Basic               | Street Classification and Design                        | 44          |        |        |          |          |               | \$ 374                  |
| A                      | 6.4  | PM / Production | Basic               | Recommendations                                         | 58          |        |        |          |          |               | \$ 493                  |
|                        |      |                 |                     | <b>Roadway Standards and Prioritized CIP</b>            |             |        |        |          |          |               | \$ -                    |
| A                      | 7.1  | PM / Production | Basic               | Execute Revision of Design Standards                    | 32          |        |        |          |          |               | \$ 272                  |
| A                      | 7.2  | PM / Production | Basic               | Project Costing                                         | 48          |        |        |          |          |               | \$ 408                  |
| A                      | 7.3  | PM / Production | Basic               | Prioritization and Review                               | 80          |        |        |          |          |               | \$ 680                  |
|                        |      |                 |                     | <b>Stakeholder and Public Involvement</b>               |             |        |        |          |          |               | \$ -                    |
| A                      | 8.1  | PM / Production | Basic               | Project Advisory Committee Mtgs (2)                     | 9           |        |        |          |          |               | \$ 77                   |
| A                      | 8.1  | PM / Production | Basic               | Project Advisory Committee Prep                         | 35          |        |        |          |          |               | \$ 298                  |
| A                      | 8.1  | PM / Production | Basic               | Project Advisory Committee Travel                       |             |        |        |          |          |               | \$ -                    |
| A                      | 8.2  | PM / Production | Basic               | Town Hall Meeting (1)                                   | 6           |        |        |          |          |               | \$ 51                   |
| A                      | 8.2  | PM / Production | Basic               | Town Hall Preparation                                   | 56          |        |        |          |          |               | \$ 476                  |
| A                      | 8.2  | PM / Production | Basic               | Town Hall Travel                                        | 20          | 360    | 135    | 450      | 600      |               | \$ 1,709                |
| A                      | 8.3  | PM / Production | Basic               | City Council Workshop                                   | 4           |        |        |          |          |               | \$ 34                   |
| A                      | 8.3  |                 |                     | City Council Workshop Prep                              | 18          |        |        |          |          |               | \$ 153                  |
| A                      | 8.3  | PM / Production | Basic               | City Council Workshop Travel                            | 14          | 360    | 90     | 300      | 600      |               | \$ 1,444                |
| A                      | 8.4  | PM / Production | Basic               | City Council Public Hearing                             | 31          | 360    | 135    | 450      | 600      | 1800          | \$ 2,253                |
| A                      | 8.5  | PM / Production | Basic               | Online Survey Development                               | 82          |        |        |          |          |               | \$ 698                  |
| A                      | 8.5  | PM / Production | Basic               | Web Content                                             |             |        |        |          |          |               | \$ -                    |
| Total Hours / Quantity |      |                 |                     |                                                         | 1,148       | 1,080  | 360    | 1,200    | 1,800    | 1,800         |                         |
| Total Effort           |      |                 |                     |                                                         | \$ 9,754    | \$ 707 | \$ 396 | \$ 1,320 | \$ 1,980 | \$ 450        | \$ 14,608               |



Mobility Plan Master Update

9/12/2023

Detailed Cost Breakdown

| Tasks                  |      |                 |                  |                                                         | Total        |
|------------------------|------|-----------------|------------------|---------------------------------------------------------|--------------|
| Phase                  | Task | Activity        | Basic or Special | Task Description                                        | Total Effort |
|                        |      |                 |                  | Project Management                                      | \$ -         |
| A                      | 1.1  | PM / Production | Basic            | Internal Kickoff                                        | \$ 1,605     |
| A                      | 1.2  | PM / Production | Basic            | External Kickoff (virtual)                              | \$ 854       |
| A                      | 1.1  | PM / Production | Basic            | Internal Coordination Meetings                          | \$ 3,506     |
| A                      | 1.3  | PM / Production | Basic            | Client Coordination Meetings                            | \$ 4,340     |
| A                      | 1.1  | PM / Production | Basic            | Maintain and monitor scope / schedule / budget          | \$ 298       |
| A                      | 1.1  | PM / Production | Basic            | One Page Reports / Periodic client communications       | \$ 893       |
| A                      | 1.1  | PM / Production | Basic            | Corporate Support (Scheduler)                           | \$ 796       |
| A                      | 1.1  | PM / Production | Basic            | Corporate Support (Operations Analyst, Accounting Speci | \$ 1,144     |
| A                      | 1.1  | PM / Production | Basic            | Project Closeout                                        | \$ 298       |
|                        |      |                 |                  | Quality Management                                      | \$ -         |
| A                      | 1.1  | PM / Production | Basic            | Develop quality management plan                         | \$ 149       |
| A                      | 1.1  | PM / Production | Basic            | Senior Advisor                                          | \$ 762       |
| A                      | 1.1  | PM / Production | Basic            | Quality Control reviews                                 | \$ 1,074     |
| A                      | 1.1  | PM / Production | Basic            | Quality Assurance reviews                               | \$ 499       |
| A                      | 2.1  | PM / Production | Basic            | Data Collection & Existing Conditions                   | \$ -         |
| A                      | 2.1  | PM / Production | Basic            | Data Inventory and Collection                           | \$ 6,571     |
| A                      | 4.1  | PM / Production | Basic            | Mapping and Inventory                                   | \$ 4,901     |
| A                      | 4.1  | PM / Production | Basic            | Transportation Network Review                           | \$ 4,399     |
| A                      | 4.2  | PM / Production | Basic            | Review of Multimodal                                    | \$ 4,238     |
| A                      | 3    | PM / Production | Basic            | Goals & Objectives                                      | \$ -         |
| A                      | 3.1  | PM / Production | Basic            | Growth Areas/Issues and Needs                           | \$ 5,473     |
| A                      | 3.3  | PM / Production | Basic            | Develop Updated Goals and Objectives                    | \$ 1,895     |
|                        |      |                 |                  | Forecasted Conditions & Needs                           | \$ -         |
| A                      | 5.1  | PM / Production | Basic            | Review CAMPO Model                                      | \$ 3,137     |
| A                      | 5.2  | PM / Production | Basic            | Demographics and Trends                                 | \$ 3,302     |
| A                      | 5.3  | PM / Production | Basic            | Traveler Behavior                                       | \$ 4,173     |
| A                      | 5.4  | PM / Production | Basic            | Land Use Analysis                                       | \$ 2,897     |
| A                      | 5.5  | PM / Production | Basic            | New Technologies                                        | \$ 2,600     |
|                        |      |                 |                  | Mobility Plan Development                               | \$ -         |
| A                      | 6.1  | PM / Production | Basic            | Thoroughfare Plan Map                                   | \$ 12,537    |
| A                      | 6.3  | PM / Production | Basic            | Thoroughfare Plan Report                                | \$ 15,936    |
| A                      | 6.2  | PM / Production | Basic            | Street Classification and Design                        | \$ 7,119     |
| A                      | 6.4  | PM / Production | Basic            | Recommendations                                         | \$ 9,163     |
|                        |      |                 |                  | Roadway Standards and Prioritized CIP                   | \$ -         |
| A                      | 7.1  | PM / Production | Basic            | Execute Revision of Design Standards                    | \$ 4,386     |
| A                      | 7.2  | PM / Production | Basic            | Project Costing                                         | \$ 9,597     |
| A                      | 7.3  | PM / Production | Basic            | Prioritization and Review                               | \$ 11,249    |
|                        |      |                 |                  | Stakeholder and Public Involvement                      | \$ -         |
| A                      | 8.1  | PM / Production | Basic            | Project Advisory Committee Mtgs (2)                     | \$ 1,909     |
| A                      | 8.1  | PM / Production | Basic            | Project Advisory Committee Prep                         | \$ 4,899     |
| A                      | 8.1  | PM / Production | Basic            | Project Advisory Committee Travel                       | \$ -         |
| A                      | 8.2  | PM / Production | Basic            | Town Hall Meeting (1)                                   | \$ 1,213     |
| A                      | 8.2  | PM / Production | Basic            | Town Hall Preparation                                   | \$ 8,410     |
| A                      | 8.2  | PM / Production | Basic            | Town Hall Travel                                        | \$ 5,477     |
| A                      | 8.3  | PM / Production | Basic            | City Council Workshop                                   | \$ 963       |
| A                      | 8.3  |                 |                  | City Council Workshop Prep                              | \$ 3,047     |
| A                      | 8.3  | PM / Production | Basic            | City Council Workshop Travel                            | \$ 4,511     |
| A                      | 8.4  | PM / Production | Basic            | City Council Public Hearing                             | \$ 8,021     |
| A                      | 8.5  | PM / Production | Basic            | Online Survey Development                               | \$ 11,763    |
| A                      | 8.5  | PM / Production | Basic            | Web Content                                             | \$ -         |
| Total Hours / Quantity |      |                 |                  |                                                         |              |
| Total Effort           |      |                 |                  |                                                         | \$ 180,000   |

# AGENDA ITEM REPORT

13.9.



**To:** City Council  
**Subject:** Consideration and possible action on Resolution No. R-2023-220 authorizing the City Manager to execute an Individual Project Order (IPO) with WSB LLC in the amount of \$134,000 for the D01-2024 Legends of Hutto Drainage Ditches project (Matt Rector)  
**Meeting:** Thursday, October 12, 2023  
**Department:** Engineering /  
**Staff Contact:** Matt Rector

## BACKGROUND INFORMATION:

On September 7, 2023 the City Council approved Resolution no. R-2023-191 regarding Rotation List for Transportation and Drainage Engineering professional services with five consulting firms as a mechanism for Construction Related Professional Services (engineering/architecture) where the City hires multiple firms based on demonstrated competence and qualifications to perform a general scope of services and makes individual assignments on a rotating basis.

Firms have been assigned projects in the order that they were selected. So, the first contract is assigned to the first consultant, followed by the next and repeats after the last consultant assignment. The cycle then repeats. If a firm is unable or unwilling to execute a project, the next firm in line will then be used. This initial contract would be good for FY 2024. However, there are two one-year extensions possible for each of these firms.

The scope of work includes design, bid, and construction phase services for the Legends of Hutto Drainage Ditches project. The project includes preliminary design and study of the Legends of Hutto neighborhood and related drainage infrastructure. The Engineer's scope of services includes project management, field surveying, drainage study, and preliminary engineering. The goal of the proposed scope and fee would be to define the drainage issues, identify the causes, and propose feasible solutions and cost estimates of the proposed improvements.

The purpose of this item is to award an Individual Project Order (IPO) to WSB LLC as an approved consultant of the City's selected firms on the Transportation and Drainage rotation list.

## SUMMARY OF REQUEST:

Approval of resolution as presented

## STAFF REVIEW:

Staff recommends approval

# AGENDA ITEM REPORT

13.9.



## FISCAL NOTES:

This project is being funded by the General Fund (10-040-060-6650). The budget for this project in FY 2024 is \$171,875. There have been no encumbrances to date for this project. If this IPO is awarded, there will be \$37,875 in remaining funds available for this project in FY 2024.

## ATTACHMENTS:

1. IPO Cover\_Transportation\_WSB\_MSA 23-05D.9.7.23 Legends of Hutto
2. WSB Legends of Hutto Drainage - Proposed Scope and Fee
3. Legends\_of\_Hutto\_Drainage\_Ditches\_Project
4. 20230928 WSB Resolution for Legends of Hutto



## **TASK ORDER #23-005D-001**

### **Proposed TRANSPORTATION ROTATION LIST**

---

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

1. Background Data
  - a. Effective Date of Task Order #23-005D-001: September 21, 2023
  - b. Owner: City of Hutto
  - c. Vendor: WSB LLC

Specific Project (title): CIP PROJECT NO. D001 – LEGENDS OF HUTTO  
DRAINAGE DITCHES

- 1) Scope of services for CIP NO. D001 LEGENDS OF HUTTO DRAINAGE DITCHES will include the following services:

The project includes preliminary design and study of the Legends of Hutto neighborhood and related drainage infrastructure. The Engineer's scope of services include project management, field surveying, drainage study, and preliminary engineering. The goal of the proposed scope and fee would be to define the drainage issues, identify the causes, and propose feasible solutions and cost estimates of the proposed improvements.

Once preliminary engineering has been completed and the proposed solution is decided upon, final design through construction phase services will be presented and discussed with the City. Depending on the recommended and accepted solution, the final design fee will depend on the scope and level of effort required.

Refer to attached scope and fee proposal for details of scope.

Task 1 – Project Management

Task 2 - Data Collection

Task 3 – Survey

Task 4 - Preliminary Engineering and Modeling

Task 5 – Feasibility Study

2. Fee: NTE \$134,000.00

3. Deadline: This form is to be signed along with any supplementary materials and must be submitted to Matt Rector, City Engineer via email by **9-22-23**, 2023 at 12PM CST.

Point of Contact  
Matt Rector  
City Engineer  
[Matt.Rector@HuttoTX.gov](mailto:Matt.Rector@HuttoTX.gov)  
512-759-4025

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

Vendor agrees to provide the services within this Task Order and Vendor is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order {#23-005D-001} is September 21, 2023.

OWNER:  
S

CONSULTANT: WSB LLC

By:

By:



Print Name:

Print Name: Jay Kennedy, PE

Title: \_\_\_\_\_ Title: Vice President, Principal in Charge

## Exhibit A

Legends of Hutto Drainage Improvements  
Hutto, Texas

### I. Scope of Services

#### 1. Task 1 – Project Management

- A. Project Coordination and Administration
  - 1) Designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the City and its representatives.
- B. Project Administration
  - 1) Submit monthly progress status reports to the City. Progress reports will include deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the City and its representatives. Subconsultant progress will be incorporated into the monthly progress report.
  - 2) Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current City requirements.
- C. Project Coordination & Administration:
  - 1) Prepare and maintain routine project record keeping including records of meetings and minutes.
  - 2) Correspondence and coordination will be handled through & with the concurrence the City.
  - 3) Manage Project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review sub-consultant work, correspond with the City and its representatives, and assist the City and its representatives in preparing responses to Project-related inquiries.
- D. Progress/Coordination Meetings (2 external meetings assumed):
  - 1) Attend a kickoff meeting and coordination/progress meeting with the City and its representatives, as necessary to communicate development of the project and design issues.
  - 2) Prepare agenda and sign-in sheets for external coordination/progress meetings.
  - 3) Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.
  - 4) Conduct internal coordination meetings as required to advance the development of the project.
- E. Scheduling:
  - 1) Maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables. Submit to City as requested.
- F. Public Engagement Meetings (1) with Council workshops (1)
  - 1) Develop exhibits for and attend Public Engagement meetings, and Council Workshops (2 total meetings)
- G. Deliverables:
  - 1) Progress reports and invoicing
  - 2) Meeting agendas and minutes
  - 3) Project development schedule

#### 2. Task 2 – Data Collection

- A. Data Collection
  - 1) Review drainage design criteria. Meet with City to achieve consensus on design approach and gather information on existing flood issues and resident concerns.
  - 2) Perform record research and obtain existing information, including but not limited to: as-built plans, GIS data, construction plans, future land use maps, floodplain data, floodplain and drainage models and analyses, and existing and proposed utility plans. Obtain construction plans for projects within the project limits and abutting roadways. Obtain drainage studies, reports, and mapping for the project area, including reports for developments affecting the drainage area. Obtain approved and proposed plats of development projects within the corridor.
  - 3) Conduct a field investigation of the neighborhood and the surrounding area to determine field conditions including photographic record of notable existing features.

#### 3. Task 3 – Survey

- A. Fieldwork for topographic surveying, referencing Texas State Plan Coordinate System. This topographic survey will include one-foot contours.
- B. This task consists of completing a topographical survey of channel cross sections for selected ditches within the Legends of Hutto, selected hydraulic structures within the Legends of Hutto, low openings of homes that are nearby ditches/flooding sources, marking the public and private utilities, and survey as needed.
- C. Fieldwork will also include the survey of existing storm sewer measure downs at 2 locations (based on field review). If additional areas are necessary and/or required, an additional fee will be scoped accordingly.
- D. Establish horizontal and vertical project controls and set benchmarks for use during construction.



- E. Contact Texas 811 to obtain underground utility location within project limits. Collect data of Texas 811 utility location markings and any utility identification data. Include existing utility location data in topographic data file.

#### 4. Task 4 – Preliminary Engineering

- A. This task consists of performing hydrologic and hydraulic modeling for the Legends of Hutto tributary area. We will utilize the FEMA effective models and the surveyed data to develop a 2D model for this location. We will update the model to reflect Atlas 14 conditions (it is our understanding that FEMA did not utilize Atlas 14), incorporate more detailed survey data of the channel and development, incorporate developments that have occurred upstream. Our modeling exercise will focus on the Legends of Hutto area and extend approximately 200-feet downstream of Carl Stern Boulevard. We will utilize the downstream tailwater conditions from the FEMA models for Brushy Creek.
- B. A 2D model provides enhanced analyses and results when evaluating depths, inundation extents, velocities, shear stress on the banks, and structure impacts. We anticipate two virtual coordination meetings with the local floodplain administrator to discuss the project.
- C. Based on the H/H model, we will evaluate feasibility level improvements for 3 potential drainage projects:
  - 1) Channel and culvert improvements along Brushy Creek Trib 9 at the intersection of Carl Stern Boulevard (as identified in the 2018 Master Drainage Plan).
  - 2) Two (2) additional problem areas identified during the H/H analysis and coordination with City Staff on resident issue areas.
- D. We will evaluate the 3 drainage projects and develop concept sketches and pros/cons for each. The main alternative will be to widen the Brushy Creek Trib 9 channel by 10' on the west side and then to add an 8'x4' reinforced concrete box (RCB) culvert at the intersection of Brushy Creek Trib 9 and Carl Stern Boulevard. The remaining 2 drainage projects will be identified during the review of the H/H model. We will coordinate with City Staff to develop improvement options for the 2 other problem areas

#### 5. Task 5 – Feasibility Study

- A. We will complete a draft and final feasibility study that includes the preliminary hydraulic modeling (see task 4), cost estimate, summary of permits and schedule, and preliminary level engineering design plans. Note that the proposed improvements will require a LOMR. We have assumed that permit agency coordination will be a future task.
- B. Deliverables: Draft Feasibility Study and Final Feasibility Study.

### II. Compensation

#### NTE

Compensation for the scope of services will be rendered on an hourly basis not to exceed the amount of \$134,000 as detailed below.

|                                                    |                  |
|----------------------------------------------------|------------------|
| Task 1 – Project Management .....                  | \$15,000         |
| Task 2 – Data Collection .....                     | \$5,000          |
| Task 3 – Survey .....                              | \$23,000         |
| Task 4 – Preliminary Engineering and Modeling..... | \$60,000         |
| Task 5 – Feasibility Study .....                   | \$30,000         |
| Expenses .....                                     | \$1,000          |
| <b>TOTAL.....</b>                                  | <b>\$134,000</b> |

### III. Assumptions

- 1. Final design, PS&E will be scoped upon review and acceptance of the recommendations.
- 2. All survey data for the proposed construction will be provided in the horizontal projection of NAD 1983 State Plane Texas Central FIPS 4203 (US Feet). All vertical data will be projected in the North American Vertical Datum of 1988 (NAVD 88).
- 3. Government and/or client approved software will be used for all hydrologic and hydraulic analyses.
- 4. NOAA Atlas 14 precipitation frequency values will be utilized.
- 5. The project area (the Legends of Hutto community) is assumed to be about 2.6 square miles and will be used as the project limit extents.

### IV. Exclusions

- 1. The following items are excluded from this Agreement; however, Consultant can provide these services for additional compensation by an Amendment for Additional Services (AAS).
  - A. Final Design, PS&E
  - B. Traffic Engineering / Studies
  - C. Environmental Investigation and Permitting
  - D. Utility Relocation Coordination
  - E. Geotechnical Engineering
  - F. Advertisement, Bidding Phase Services
  - G. Construction, Engineering, and Inspection
  - H. ROW or easement acquisition

- I. Individual property owner meetings
- J. Archaeological study
- K. TxDOT NEPA documentation
- L. Nationwide Permit (NWP) 14
- M. CLOMR or LOMR
- N. Identification, permitting and removal of hazardous materials
- O. Water quality provisions
- P. TxDOT submission
- Q. Right-of-entry notifications/requests/approvals



# Legends of Hutto Drainage Ditches Project





**RESOLUTION NO. R-2023-220**

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,  
APPROVING A TASK ORDER BETWEEN WSB LLC AND  
THE CITY OF HUTTO IN THE AMOUNT OF \$134,000 FOR  
THE LEGENDS OF HUTTO DRAINAGE IMPROVEMENTS  
PROJECT; AUTHORIZING THE CITY MANAGER TO  
EXECUTE THE AGREEMENT; PROVIDING PROPER  
NOTICE & MEETING, AND PROVIDING AN EFFECTIVE  
DATE.**

**WHEREAS**, the City of Hutto, Texas (“City”) selected WSB, LLC to be included as part of the Transportation and Drainage rotation list; and

**WHEREAS**, the City Council desires to execute a task order with WSB, LLC, in the amount of \$134,000 for services related to the Legends of Hutto Drainage Improvements Project; and

**WHEREAS**, the City Council desires to authorize the City Manager to execute a task order with WSB, LLC., in the form included in the contract documents and approved by the City Attorney, for the contract price, and within the contract time in accordance with other terms and conditions of the contract documents agreed to by WSB, LLC; and

**WHEREAS**, the City Council authorizes the City Manager to execute any change orders to the contract that are less than \$50,000.00.

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

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

**Section 2:** That the Hutto City Council hereby approves and authorizes the City Manager to execute the Agreement, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

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

**Section 4.** This Resolution shall take effect immediately upon its passage.

**RESOLVED** this 12<sup>th</sup> day of October, 2023.

---

Mike Snyder, Mayor

**ATTEST:**

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Angela Lewis, City Secretary

# AGENDA ITEM REPORT

13.10.



**To:** City Council  
**Subject:** Consideration and possible action on Resolution No. R-2023-263 authorizing the City Manager to execute an Individual Project Order (IPO) with Cobb-Fendley and Associates in the amount of \$134,038 for Surveying and Utility Engineering on the Exchange BLVD project (Matt Rector)  
**Meeting:** Thursday, October 12, 2023  
**Department:** Engineering /  
**Staff Contact:** Matt Rector

## BACKGROUND INFORMATION:

On September 7, 2023 the City Council approved Resolution no. R-2023-200 regarding Rotation List for Surveying and Land Services professional services with four consulting firms as a mechanism for Construction Related Professional Services (engineering/architecture) where the City hires multiple firms based on demonstrated competence and qualifications to perform a general scope of services and makes individual assignments on a rotating basis.

Firms have been assigned projects in the order that they were selected. So, the first contract is assigned to the first consultant, followed by the next and repeats after the last consultant assignment. The cycle then repeats. If a firm is unable or unwilling to execute a project, the next firm in line will then be used. This initial contract would be good for FY 2024. However, there are two one-year extensions possible for each of these firms.

The scope of work includes design, bid, and construction phase services for the Exchange Blvd Improvements project extending from US 79 to Holland St. The surveying investigations include subsurface utility investigations for water, wastewater, storm, gas, telephone, cable TV, illumination, additional telecom, and traffic signal pole investigations.

The purpose of this item is to award an Individual Project Order (IPO) to Cobb-Fendley and Associates, Inc. as an approved consultant of the City's selected firms on the Surveying and Land Services rotation list.

## SUMMARY OF REQUEST:

Approval of resolution as presented

## STAFF REVIEW:

Staff recommends approval



# AGENDA ITEM REPORT

13.10.



## FISCAL NOTES:

This project is being funded by the 2022 General Obligation Bonds (12-040-060-6721). The budget for this project in FY 2024 is \$1,100,000 and has no encumbrances to date. There are two other IPO's for this project on tonight's agenda. If all three are approved tonight, there will be \$70,028 of the remaining available budget.

## ATTACHMENTS:

1. Exchange\_Boulevard\_Project
2. 20231002 Cobb Fendley Resolution for Exchange Blvd
3. IPO Cover\_CobbFendley.10.04.23\_Exchange BLVD
4. IPO\_Surveying -Scope\_MSA 23-08\_CFA\_10-04-23\_Exchange Blvd



# Exchange Boulevard Project





**RESOLUTION NO. R-2023-263**

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,  
APPROVING A TASK ORDER BETWEEN COBB FENDLEY  
AND ASSOCIATES, INC. AND THE CITY OF HUTTO IN  
THE AMOUNT OF \$134,038 FOR THE EXCHANGE  
BLVD IMPROVEMENT PROJECT; AUTHORIZING THE  
CITY MANAGER TO EXECUTE THE AGREEMENT;  
PROVIDING PROPER NOTICE & MEETING,  
AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Hutto, Texas (“City”) selected Cobb Fendley and Associates, Inc. to be included as part of the Surveying and Land Services rotation list; and

**WHEREAS**, the City Council desires to execute a task order with Cobb Fendley and Associates, Inc. in the amount of \$134,038 for services related to the Exchange Blvd. Improvement Project; and

**WHEREAS**, the City Council desires to authorize the City Manager to execute a task order with Cobb Fendley and Associates, Inc. in the form included in the contract documents and approved by the City Attorney, for the contract price, and within the contract time in accordance with other terms and conditions of the contract documents agreed to by Cobb Fendley and Associates, Inc.; and

**WHEREAS**, the City Council authorizes the City Manager to execute any change orders to the contract that are less than \$50,000.00.

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

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

**Section 2:** That the Hutto City Council hereby approves and authorizes the City Manager to execute the Agreement, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

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

**Section 4.** This Resolution shall take effect immediately upon its

passage. **RESOLVED** this 12<sup>th</sup> day of October, 2023.

**ATTEST:**

---

Angela Lewis, City Secretary

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Mike Snyder, Mayor



## TASK ORDER IPO 23-08A-005

### Proposed SURVEYING ROTATION LIST

---

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

1. Background Data
  - a. Effective Date of Task Order IPO 23-08A-005: October 12, 2023
  - b. Owner: City of Hutto
  - c. Vendor: COBB, FENDLEY & ASSOCIATES, INC.

Specific Project (title): Exchange Blvd from US 79 to Holland St.

- 1) Scope of services for **COBB FENDLEY & ASSOCIATES, INC.** will include the following services (Refer to Attached A for Full Services Detail
  - a. Subsurface Utility Services
- 2) Fee: NTE \$134,038.00
- 3) Deadline: This form is to be signed along with any supplementary materials and must be submitted to Matt Rector, City Engineer via email by **10-03-23**, at 12PM CST.

Point of Contact  
Matt Rector  
City Engineer  
[Matt.Rector@HuttoTX.gov](mailto:Matt.Rector@HuttoTX.gov)  
512-759-4025

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

Vendor agrees to provide the services within this Task Order and Vendor is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order {IPO 23-08A-004} is October 12, 2023.

OWNER:

CONSULTANT:

COBB, FENDLEY & ASSOCIATES, INC.

By:

By:



Print Name:

Print Name: Dan Warth

Title: \_\_\_\_\_

Title: Executive Vice President



October 04, 2023

Ms. Patricia A. Davis, MSCE, P.E., LGPP  
City of Hutto  
500 W. Live Oak Street  
Hutto, Texas 78634  
EMAIL: [Patricia.Davis@HuttoTx.gov](mailto:Patricia.Davis@HuttoTx.gov)

Re: **Proposal for Professional Services – Hutto Exchange Boulevard**

Dear Ms. Davis:

Cobb, Fendley & Associates, Inc. (“CobbFendley”) is pleased to propose professional services to the City of Hutto (“Client”) in connection with the **Drainage Master Plan – Exchange Blvd. from US 79 to Holland Street in Hutto, Texas.**

CobbFendley understands this project will provide Subsurface Utility Engineering (SUE) along Exchange Blvd. between US 79 and Holland Street. CobbFendley proposes to perform the following services associated with the project.

Please find attached the SUE Scope of Services (Attachment 1), and Basis of Compensation, Assumptions (Attachment 2). The attached Scope of Services, Fee and Assumptions and the General Terms and Conditions of the Authorization for Professional Services constitutes part of this agreement.

**The terms of this proposal are in accordance with the Master Services Agreement between the City of Hutto and CobbFendley MSA 23-08A and constitute part of this agreement.**

The opportunity to propose professional surveying services to the City of Hutto is appreciated and we look forward to working on this project with you.

October 04, 2023

Page 2 of 8

Sincerely,

**COBB, FENDLEY & ASSOCIATES, INC.**

Signature of Authorized Representative

Type or Print:     Dan Warth    

Title:     Executive Vice President    

Signature:     Dan Warth    

Date:     9/21/2023

**Attachment 1**  
**SUE - Scope of Scope**

The purpose of this SUE investigation is to assist in determining the presence and location of existing subsurface utilities for the Hutto Exchange Blvd project, in Hutto, Texas, and includes **SUE Quality Level B, C & D** on all utilities within the existing Exchange Boulevard ROW, between US Highway 79 and Holland Street, approximately 3,500 linear feet of roadway ROW, as depicted in blue on the attached plan exhibit. The scope also includes **SUE Quality Level A** utility test holes, each to a depth of up to 12 feet, to expose and locate up to twenty (20) buried utilities within the project limits, on target utilities and locations to be determined by the Client prior to QLA SUE field crew mobilization.

**SERVICES TO BE PROVIDED BY COBB FENDLEY**

When performing this type of work CobbFendley typically follows ASCE 38-22 "Standard

Guideline for Investigating and Documenting Existing Utilities"- see below.

Utility Quality Levels are defined in cumulative order (least to greatest):

**Quality Level D** - Existing Records: Utilities are plotted from review of available existing records.

**Quality Level C** - Surface Visible Feature Survey: Quality Level "D" information from existing records is correlated with surveyed surface-visible features.

**Quality Level B** - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications may be referenced to established survey control. Additional description of services, methodology and equipment is below.

**Quality Level A** - Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility/environment data.

It is anticipated that for this project, CobbFendley will provide **Quality Level A, B, C & D SUE** information and that authorization will be provided for all scope of work at the same time and all scope of work can be conducted in a single mobilization. SUE investigations are conducted for engineering design purposes and are not intended to be used for construction clearing purposes.

**Utility Records Research & Surface Feature Survey (SUE Quality Level C/D)**

1. Coordinate with Client to schedule work. Client will provide permission or permits to perform work on site, or right of entry to property and any utility easements.
2. CobbFendley will contact local municipalities, counties, utilities, pipeline operators, Texas Railroad Commission, to request available maps/records/as-builts and information. Client will provide as-builts for utilities that they have gathered or received.

Client will provide existing project area topographic survey CAD files, as well as any project design files needing depiction on the SUE final deliverables.

3. CobbFendley will provide survey of utility surface features within the project SUE limits and CADD to draft the surveyed information onto a project base map.

### **Utility Designating (SUE Quality Level B)**

1. CobbFendley will schedule designating of utilities once sufficient records have been obtained. CobbFendley will coordinate with Client and property owners, as needed, to schedule work. Client will obtain permission from private property owners to perform work on site, or right of entry to property and any utility easements. CobbFendley will secure appropriate right-of-way permitting for work in the roadway. No QLB will be conducted in any area of the prescribed QLB SUE limits where physical access is encumbered by permanent buildings, portable/temporary buildings or any other object physically obstructing access to the ground surface.
2. CobbFendley will designate (record and mark) the horizontal location of the existing detectable utilities using surface geophysical techniques, within the specified area. Detectable utilities are typically utilities that are conductive or internally accessible with a traceable fish tape or sonde. Water and communication vaults can be investigated from above ground, if accessible. Cobb Fendley will not enter buried power vaults or manholes for safety reasons. Existing storm drainage and wastewater is typically mapped to QLC/D standards only, when pipe size, depth and slope can be determined from manhole invert data.
3. Under ideal circumstances nonconductive buried lines can be investigated successfully with Ground Penetrating Radar (GPR). Soil conditions in Texas are however generally not suitable for GPR. CobbFendley has had success using GPR for SUE work, but non-conductive features can remain undetected.
4. A non-water base paint, utilizing the APWA color code scheme and pin flags will be used on all surface markings of underground features.
5. CobbFendley will provide survey of SUE Quality Level B surface markings within the project SUE limits and CADD to draft the surveyed information onto a project base map.
6. CobbFendley will correlate utility records with designating field work and resolve discrepancies using professional judgment.
7. CobbFendley will prepare a SUE Quality Level B sealed deliverable for this project.
8. It is anticipated that SUE Quality Level B may require City of Hutto and/or TxDOT ROW permitting and the estimated cost for this has been included in this fee estimate, not including any ROW permitting fees.  
or engineered traffic control plans that may be required by the jurisdiction.
9. It is anticipated that SUE Quality Level B may require traffic control and the estimated cost for this has been included in this fee estimate.

### **Vacuum-Excavation - Test Holes (SUE Quality Level A)**

To determine the exact location and elevation of utilities on the project discovered during the SUE Quality Level B investigation, CobbFendley will efficiently excavate to expose the requested utilities. CobbFendley would first identify the horizontal position of the test hole locations (SUE QLB), then excavate those locations using air-vacuum excavation. Utility test holes would be completed as follows:

1. CobbFendley will comply with policies for the prevention of underground utility damage (i.e., one-call system).
2. CobbFendley will coordinate with Client, property owners and utility owners, as needed, to schedule work, and scheduling is subject to utility owner's approval and schedule for utility owner's field representative supervision, if required by utility owner. Client will obtain permission from private property owners to perform work on site, or right of entry to property and any utility easements. Test hole locations are assumed to be accessible by vacuum excavation truck using normal access methods – no matting, grading, or clearing required.
3. CobbFendley will expose utilities using non-destructive air vacuum excavation. CobbFendley accepts no responsibility for contaminated soil should they be encountered during excavation. CobbFendley does not take ownership of any excavated material.
4. CobbFendley will measure and record (as possible, depending on digging conditions) the depth of the utility at critical locations, as well as recording of utility size, utility material, utility condition and type of soil around the utility as well as any surface pavement type and thickness.
5. CobbFendley will backfill the hole with excavated material, mechanically compacted in lifts.
6. CobbFendley will provide a survey of utility test holes and drafting of test hole data will be performed to incorporate utility location and elevation information into the project base file.
7. CobbFendley will prepare engineer-sealed 8.5"x11" Test Holes Data Sheets - showing utility depth, size and line material, condition of the line, type of soil for each location, as well as a SUE CAD file containing data surveyed according to project controls.
8. It is anticipated that SUE Quality Level A may require City of Hutto and/or TxDOT ROW permitting and the cost for this has been included in this fee estimate, not including any ROW permitting fees or engineered traffic control plans that may be required by the jurisdiction.
9. It is anticipated that SUE Quality Level A may require traffic control and the estimated cost for this has been included in this fee estimate. It is anticipated that SUE Quality Level A may require pavement cutting and repair and the estimated cost for this has been included in this fee estimate.

### **SUE Limitations**

*Above ground geophysical techniques cannot guarantee to find all buried utility lines. This is particularly true when GPR is being used in unfavorable conditions. Soil conditions in most parts of Texas are not conducive to GPR use (the USDA Natural Resource Conservation Service maps show the suitability of soil for GPR use as low), as a result its effectiveness in finding buried utilities is limited.*

*CobbFendley will perform subsurface utility engineering in accordance with ASCE 38/22 Standard Guidelines for the Collection and Depiction of Subsurface Utility Data. Cobb, Fendley and Associates, Inc. will exercise all reasonable and customary care in the performance of SUE and Survey services, realizing efficient design and ultimately the safety of all personnel is a prime consideration in the detection and mapping of subsurface utility features which may conflict with proposed construction. However, a possibility exists that some utilities may not be detected and/or mapped using standard SUE procedures previously described. While*

*uncommon, utilities possessing these characteristics can be missed while using the standard SUE procedures: utilities buried excessively deep, beyond detection limits of standard locating equipment, abandoned utilities, utilities with no apparent surface features and no records available, non-conductive utilities, and utilities buried in soil unsuitable for GPR detection.*

*Construction contractor(s) shall call One Call before excavating as required by Texas Law.*

### **Basis of Compensation**

The above scope of SUE services can be provided on a **Time & Materials** basis, with a **Not-To-Exceed** fee total of **\$134,038.00**, as estimated below:

| <b>SUE QL-B, C &amp; D Services</b>        | <b>Rate</b> | <b>Unit</b> | <b>Quantity</b> | <b>Sub-Total</b> |
|--------------------------------------------|-------------|-------------|-----------------|------------------|
| Project Manager                            | \$250.00    | Hour        | 12              | \$3,000.00       |
| Professional Engineer                      | \$199.00    | Hour        | 6               | \$1,194.00       |
| Utility Specialist/Coordinator             | \$158.00    | Hour        | 10              | \$1,580.00       |
| CADD                                       | \$142.00    | Hour        | 65              | \$9,230.00       |
| SUE Tech II                                | \$102.00    | Hour        | 150             | \$15,300.00      |
| SUE Tech III                               | \$121.00    | Hour        | 150             | \$18,150.00      |
| SUE Equipment Fee                          | \$27.00     | Hour        | 150             | \$4,050.00       |
| Survey Crew (2-man)                        | \$164.00    | Hour        | 100             | \$16,400.00      |
| Survey Technician                          | \$142.00    | Hour        | 40              | \$5,680.00       |
| RPLS                                       | \$199.00    | Hour        | 6               | \$1,194.00       |
| ROW Permitting & Lane Use Fees (Estimate)  | \$750.00    | Each        |                 | \$0.00           |
| Engineered Traffic Control Plan (Estimate) | \$1,000.00  | Each        |                 | \$0.00           |
| Traffic Control (Estimate)                 | \$1,200.00  | Day         | 4               | \$4,800.00       |

Total: **\$80,578.00**



| <b>SUE QL-A Services - Twenty (20) Test Holes</b>               | <b>Rate</b> | <b>Unit</b> | <b>Quantity</b> | <b>Sub-Total</b> |
|-----------------------------------------------------------------|-------------|-------------|-----------------|------------------|
| Project Manager                                                 | \$250.00    | Hour        | 10              | \$2,500.00       |
| Professional Engineer                                           | \$199.00    | Hour        | 4               | \$796.00         |
| Utility Specialist/Coordinator                                  | \$158.00    | Hour        | 6               | \$948.00         |
| CADD                                                            | \$142.00    | Hour        | 24              | \$3,408.00       |
| SUE Tech II                                                     | \$102.00    | Hour        | 90              | \$9,180.00       |
| SUE Tech III                                                    | \$121.00    | Hour        | 90              | \$10,890.00      |
| SUE Equipment Fee                                               | \$112.00    | Hour        | 90              | \$10,080.00      |
| Survey Crew (2-man)                                             | \$164.00    | Hour        | 16              | \$2,624.00       |
| Survey Technician                                               | \$142.00    | Hour        | 8               | \$1,136.00       |
| RPLS                                                            | \$199.00    | Hour        | 2               | \$398.00         |
| ROW Permitting & Lane Use Fees (Estimate)                       | \$750.00    | Each        |                 | \$0.00           |
| Engineered Traffic Control Plan (Estimate)                      | \$1,000.00  | Lump Sum    |                 | \$0.00           |
| Traffic Control (Estimate)                                      | \$1,500.00  | Day         | 5               | \$7,500.00       |
| Pavement Cutting/Repair                                         | \$400.00    | Each        | 10              | \$4,000.00       |
| Specialized backfill/surface restoration (assumed not required) | -           | -           |                 | -                |

Sub-Total: **\$53,460.00**

Project Total: **\$134,038.00**

**Attachment 3**  
**Basis of Compensation and Assumption**

We propose to perform the described Basic Services for the following lump sum fee:

**TOTAL FEE.....\$ 134,038.00**

**EXCLUSIONS FROM THE SCOPE OF SERVICES**

Specific items excluded from this proposal are as follows, and CobbFendley shall have no responsibility to perform any of these services.

1. Any other service not specifically included within this description of Scope of Services described above.

**ADDITIONAL SERVICES**

Services not included in the description of Scope of Services in this proposal may be provided by CobbFendley, and if provided by CobbFendley said services shall be Additional Services and shall require additional fees.

# AGENDA ITEM REPORT

13.11.



**To:** City Council  
**Subject:** Consideration and possible action on Resolution No. R-2023-239 authorizing the City Manager to execute an Individual Project Order (IPO) with Kimley-Horn, and Associates, Inc. in the amount of \$132,000.00 for the Water and Wastewater Impact Fees project (Matt Rector)  
**Meeting:** Thursday, October 12, 2023  
**Department:** Engineering /  
**Staff Contact:** Matt Rector

## BACKGROUND INFORMATION:

On September 7, 2023 the City Council approved Resolution no. R-2023-199 regarding Rotation List for Utility Engineering professional services with five consulting firms as a mechanism for Construction Related Professional Services (engineering/architecture) where the City hires multiple firms based on demonstrated competence and qualifications to perform a general scope of services and makes individual assignments on a rotating basis.

Firms have been assigned projects in the order that they were selected. So, the first contract is assigned to the first consultant, followed by the next and repeats after the last consultant assignment. The cycle then repeats. If a firm is unable or unwilling to execute a project, the next firm in line will then be used. This initial contract would be good for FY 2024. However, there are two one-year extensions possible for each of these firms.

The purpose of this item is to award an Individual Project Order (IPO) to Kimley-Horn and Associates, Inc. as an approved consultant of the City's selected firms on the Utility Engineering rotation list.

## SUMMARY OF REQUEST:

Approval of resolution as presented

## STAFF REVIEW:

Staff recommends approval

## FISCAL NOTES:

This project is being funded by the Utility Operating Fund (50-040-001-6404). The budget for this project in FY 2024 is \$132,000. There have been no encumbrances to date for this project. If this IPO is awarded, there will be \$0 in remaining funds available for this project in FY 2024.

# AGENDA ITEM REPORT

13.11.



## ATTACHMENTS:

1. 20230928 KHA Resolution for W and WW IF
2. IPO Cover\_Uilities\_Kimley-Horn\_MSA 23-06D.9.7.23\_R1\_Water and Wastewater Impact Fee

**RESOLUTION NO. R-2023-239**

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING A TASK ORDER BETWEEN KIMLEY-HORN AND ASSOCIATES, INC. AND THE CITY OF HUTTO IN THE AMOUNT OF \$132,000 FOR THE WATER AND WASTEWATER IMPACT FEE UPDATE PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Hutto, Texas (“City”) selected Kimley-Horn and Associates Inc. to be included as part of the Utilities rotation list; and

**WHEREAS**, the City Council desires to execute a task order with Kimley-Horn and Associates Inc. in the amount of \$132,000 for services related to the Water and Wastewater Impact Fee Update Project; and

**WHEREAS**, the City Council desires to authorize the City Manager to execute a task order with Kimley-Horn and Associates Inc. in the form included in the contract documents and approved by the City Attorney, for the contract price, and within the contract time in accordance with other terms and conditions of the contract documents agreed to by Kimley-Horn and Associates Inc.; and

**WHEREAS**, the City Council authorizes the City Manager to execute any change orders to the contract that are less than \$50,000.00.

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

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

**Section 2:** That the Hutto City Council hereby approves and authorizes the City Manager to execute the Agreement, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

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

**Section 4.** This Resolution shall take effect immediately upon its passage.

**RESOLVED** this 12<sup>th</sup> day of October, 2023.

**ATTEST:**

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Mike Snyder, Mayor

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Angela Lewis, City Secretary





## TASK ORDER #23-006D

### Proposed UTILITIES ROTATION LIST

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

1. Background Data
  - a. Effective Date of Task Order #23-06D-001: September 21, 2023
  - b. Owner: City of Hutto
  - c. Vendor: Kimley-Horn and Associates, Inc.

Specific Project (title): City of Hutto Water and Wastewater Impact Fees

- 1) Scope of services for City of Hutto Water and Wastewater Impact Fees will include the following field services: Not applicable. This project will result in desktop analysis and study to generate an updated water and wastewater impact fee.

2. Fee: NTE \$132,000

3. Deadline: This form is to be signed along with any supplementary materials and must be submitted to Matt Rector, City Engineer via email by **9-22-23**, 2023 at 12PM CST.

Point of Contact  
Matt Rector  
City Engineer  
[Matt.Rector@HuttoTX.gov](mailto:Matt.Rector@HuttoTX.gov)  
512-759-4025

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

Vendor agrees to provide the services within this Task Order and Vendor is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order {#23-006D} is October 5, 2023.

OWNER:

CONSULTANT: Kimley-Horn and  
Associates, Inc.

By:

By:

*Sean Mason, P.E.*

Print Name:

Print Name: Sean Mason, PE

Title: \_\_\_\_\_

Title: Vice President



Revised 09/27/23

Patricia Davis, PE  
City of Hutto  
500 W. Live Oak Street  
Hutto, TX, 78634

Re: Proposal for the Update of the City of Hutto Water and Wastewater Impact Fees

Dear Ms. Davis:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this proposal to the City of Hutto ("Client") for providing an update to the water and wastewater impact fees.

### **Project Understanding**

This proposal includes a scope and fee for the update of the City of Hutto water and wastewater impact fees. This scope of services will provide the Client with the technical analysis required by Chapter 395 of the Texas Local Government Code to determine the maximum assessable water and wastewater impact fee that may be assessed. In addition, Kimley-Horn will provide the Client with assistance with the various presentations required during the public hearing and adoption process.

This proposal assumes the following:

- The City of Hutto can provide electronic copies of the data and associated exhibits from the previous impact fee updates, including land use plans; capital improvement plans; zoning maps; most recent water and wastewater service areas; land use assumptions (including 10-year assumptions); build out assumptions; and building permits as needed.
- The City of Hutto has an established impact fee advisory committee as required in Texas Government Code Chapter 395.

### **Scope of Services**

Kimley-Horn will provide the services specifically set forth below.

- 1) **Project Initiation and Management** – Kimley-Horn shall complete the following items relating to this task:
  - a) **Project Kickoff Meeting.**
    - i) Review historical policies and guidelines applicable to this Impact Fee Update.
    - ii) Prepare meeting notes.
  - b) **Project Management.**
    - i) Discuss project communication plan at project kickoff meeting.
      - (1) Define contacts in Client's departments (Planning, Finance, Utilities) and the corresponding contacts with Kimley-Horn.
    - ii) Project administration and status reports - Prepare and submit monthly status reports consisting of bulleted list including schedule updates and critical tasks in conjunction with

the monthly billing.

- iii) Monthly Meetings with the client – up to five (5) virtual.

**2) Land Use Assumptions** – Client shall provide Kimley-Horn land use assumptions data so the Kimley-Horn can transform this data in conformance with Chapter 395 of the Local Government Code; completion of this task shall include the following items:

- a) Data Collection. Kimley-Horn will deliver a letter to the Client describing data that should be provided to Kimley-Horn. The scope for data collection is as follows:
  - i) General Plan – The Client shall identify and provide the Client's most recent comprehensive master plan.
  - ii) The Client shall identify and provide the Kimley-Horn the Water/Wastewater Master Plan demographic projections.
  - iii) Maps – The Client shall provide Kimley-Horn with GIS shapefiles, associated databases, and layer files in ESRI ArcGIS format. All data shall be projected in NAD 83 State Plane, North Central Texas Zone coordinates. Data should include:
    - (1) Current Zoning Map
    - (2) Future Land Use Plan
    - (3) City Limits, ETJ Limits
    - (4) Current Impact Fee Water and Wastewater Service Area Limits
    - (5) Most recent digital orthophotograph (DOQ) of the City
- b) Service Area Boundaries. Kimley-Horn will meet with the Client (including Planning and Economic Development Staff) and Capital Improvement Advisory Committee (CIAC) to review current service areas. If changes are required Kimley-Horn will revise boundaries and submit to the Client for review.
- c) Existing Land Use Assumptions. Kimley-Horn will prepare the existing land use information in a format suitable for use in the impact fee update based on information provided by the Client. The information will be presented in tabular form by service area as defined by the water and wastewater service area boundaries.
  - (1) Kimley-Horn will use the latest available GIS future land use data provided by the Client.
- d) Build-Out Land Use Assumptions. Kimley-Horn will develop the build-out demographics within the service areas in tabular format. For each service area, population will be summarized.
- e) Ten-Year Land Use Assumptions. Chapter 395 states that impact fees may only be used to pay for items included in the capital improvements plan and attributable to new service units projected over a period of time not to exceed ten (10) years. Based upon guidance from the Client, Kimley-Horn will develop the Ten-Year Land Use Assumptions for the 2021 – 2031 planning window.
  - (1) Kimley-Horn will conduct one (1) meeting with the Client to receive the Client's projections for expected growth rates for land use. Kimley-Horn will review the Client's information and develop the demographic table using population by households to develop 10-year population projections.
- f) Land Use Documentation. Kimley-Horn will provide both a draft and final Land Use

Assumptions to be incorporated as a chapter into the Impact Fee Report. The chapter will include:

- i) Water service area
  - ii) Wastewater service area
  - iii) Historical population data
  - iv) Existing land use, population data
  - v) 10-year land use, population data
  - vi) Exhibits
  - vii) Draft versions of the Land Use Assumptions will be submitted in .pdf format.
- g) Meetings. Kimley-Horn will prepare for and attend (1) meeting with Client to discuss and review the proposed Land Use Assumptions. It is anticipated that (1) one service area for water and (1) one service area for wastewater will be used.
- h) Deliverables.
- i) Data collection request letter
  - ii) Electronic (.pdf) copy of the Draft Land Use Assumptions
  - iii) Upon final approval of the Impact Fee Update and new ordinance by the City Council, Kimley-Horn will provide five (5) originals of the Final Impact Fee Update Report, including the Land Use Assumptions component of the Report (see Task 5).
  - iv) Kimley-Horn will provide the Client with all GIS shapefiles, associated databases, and layer files used in the development of the Land Use Assumptions in ESRI ArcGIS format. All data will be projected in NAD 83 State Plane, North Central Texas Zone coordinates.
- 3) **Water Impact Fee Update** – Kimley-Horn will prepare the water impact fee update in conformance with Chapter 395 of the Local Government Code and shall include:
- a) Data Collection. Kimley-Horn will coordinate with the Client to obtain the following data:
- i) The latest water impact fee capital improvements plan list.
  - ii) Costing methodology associated with the impact fee capital improvements plan.
  - iii) Water Master Plan – Kimley-Horn will coordinate with the Client to obtain the latest water system master plan adopted by the Client.
  - iv) Water usage history - Annual water usage and maximum day usage records for the past ten (10) years for verification of current demand by service unit and development of the service unit projection.
  - v) Water meter data – List of the current water meter accounts by meter size.
- b) Infrastructure Capacity Criteria. Kimley-Horn will utilize Texas Commission on Environmental Quality (TCEQ) design criteria in determining the ten (10) year capacity of the impact fee eligible projects. The projects may include:
- i) Existing and future transmission lines (8-inch and larger where applicable)
  - ii) Existing and future elevated storage tanks
  - iii) Existing and future ground storage tanks
  - iv) Existing and future pump stations
  - v) Existing and future treatment facilities
  - vi) Existing and future supply facilities
- c) Water Impact Fee Capital Improvements Plan. Kimley-Horn will coordinate with Client and CIAC to develop the Water Impact Fee Capital Improvements Plan project list. It may include the following infrastructure:

- i) Future transmission lines (8-inch and larger where applicable)
    - ii) Existing and future elevated storage tanks
    - iii) Existing and future ground storage tanks
    - iv) Existing and future pump stations
    - v) Existing and future treatment facilities
    - vi) Existing and future supply facilities
  - d) Maximum Assessable Water Impact Fee Calculation. Kimley-Horn will calculate the additional service units based on the Land Use Assumptions. Kimley-Horn will then calculate the Impact Fee per service unit, and associated meter size and the Maximum Assessable Water Impact Fee by meter size. In lieu of performing a financial analysis to calculate the maximum assessable full-cost recovery impact fees for the ten-year period, Kimley-Horn will assume a value of 50% of the maximum assessable amount in accordance with Chapter 395.014(B) of the Local Government Code.
  - e) Water Impact Fee Chapter Update. Kimley-Horn will provide both a draft and final Water Impact Fee chapter to be included in the Final Report. The chapter will include:
    - i) Water service area(s)
    - ii) Impact Fee Capital Improvement Plan 10-year capacity criterion
    - iii) Impact Fee Capital Improvement Plan
    - iv) Impact fee calculations
    - v) Exhibits
  - f) Meetings. Kimley-Horn will prepare for and attend the following meetings:
    - i) One virtual (1) meeting with Client to review Impact Fee Capital Improvements Plan 10-year capacity criterion methodology.
    - ii) One virtual (1) meeting with Client to review Maximum Assessable Water Impact Fees.
  - g) Deliverables
    - i) Data collection request letter
    - ii) Electronic (.pdf) copy of the Draft Water Impact Fee chapter of the report.
    - iii) Upon final approval of the Impact Fee Update and new ordinance by the City Council, Kimley-Horn will provide five (5) originals of the Final Impact Fee Update Report, including the Water Impact Fee component of the Report (see Task 5).
- 4) Wastewater Impact Fee Update** – Kimley-Horn will prepare the wastewater impact fee update in conformance with Chapter 395 of the Local Government Code and shall include:
- a) Data Collection. Kimley-Horn will coordinate with the Client to obtain the following data:
    - i) The latest wastewater impact fee capital improvements plan list.
    - ii) Costing methodology associated with the impact fee capital improvements plan.
    - iii) Wastewater Master Plan – Kimley-Horn will coordinate with the Client to obtain the latest water system master plan adopted by the Client.
    - iv) Wastewater discharge history - Annual wastewater discharge records for the past ten (10) years for verification of current demand by service unit and development of the service unit projection.
  - b) Infrastructure Capacity Criteria. Kimley-Horn will utilize TCEQ design criteria in determining the ten (10) year capacity of the impact fee eligible projects. The projects may include:
    - i) Existing and Future Trunk Lines (8-inch and larger where applicable)



- ii) Existing and Future Lift Stations
  - iii) Existing and Future Force Mains
  - iv) Existing and Future Treatment Facilities
- c) Wastewater Impact Fee Capital Improvements Plan. Kimley-Horn will coordinate with Client and CIAC to develop the Wastewater Impact Fee Capital Improvements Plan project list. It may include the following infrastructure:
- i) Existing and Future Trunk Lines (8-inch and larger where applicable)
  - ii) Existing and Future Lift Stations
  - iii) Existing and Future Force Mains
  - iv) Existing and Future Treatment Facilities
- d) Maximum Assessable Wastewater Impact Fee Calculation. Kimley-Horn will calculate the additional service units based on the Land Use Assumptions. Kimley-Horn will then calculate the Impact Fee per service unit, and associated meter size and the Maximum Assessable Wastewater Impact Fee by meter size. In lieu of performing a financial analysis to calculate the maximum assessable full-cost recovery impact fees for the ten-year period, Kimley-Horn will assume a value of 50% of the maximum assessable amount in accordance with Chapter 395.014(B) of the Local Government Code.
- e) Wastewater Impact Fee Chapter Update. Kimley-Horn will provide both a draft and final Wastewater Impact Fee chapter to be included in the final report. The chapter will include:
- i) Wastewater service area
  - ii) Impact Fee Capital Improvement Plan 10-year capacity criterion
  - iii) Impact Fee Capital Improvement Plan
  - iv) Impact fee calculations
  - v) Exhibits
- f) Meetings. Kimley-Horn will prepare for and attend the following meetings:
- i) One virtual (1) meeting with Client to review Impact Fee Capital Improvements Plan 10-year capacity criterion methodology.
  - ii) One virtual (1) meeting with Client to review Maximum Assessable Wastewater Impact Fees.
- g) Deliverables
- i) Data collection request letter
  - ii) Electronic (.pdf) copy of the Draft Wastewater Impact Fee chapter of the report.
  - iii) Upon final approval of the Impact Fee Update and new ordinance by the City Council, Kimley-Horn will provide five (5) originals of the Final Impact Fee Update Report, including the Wastewater Impact Fee component of the Report (see Task 5).

## 5) Water and Wastewater Impact Fee Document and Adoption Process

- a) Water and Wastewater Documentation. Kimley-Horn will provide both a draft and final Water and Wastewater Impact Fee Report. The report will include:
- i) **Executive Summary**
    - (1) Introduction
    - (2) Impact Fee Methodology
    - (3) Water and Wastewater Maximum Fee Calculation Results

- ii) **Land Use Assumptions**
    - (1) Water service area
    - (2) Wastewater service area
  - iii) **Water**
    - (1) Impact Fee Capital Improvement Plan 10-year capacity criterion
    - (2) Impact Fee Capital Improvement Plan with project narratives and opinions of probable construction cost
    - (3) Impact Fee CIP Exhibits
    - (4) Impact fee calculations
  - iv) **Wastewater**
    - (1) Impact Fee Capital Improvement Plan 10-year capacity criterion
    - (2) Impact Fee Capital Improvement Plan with project narratives and opinions of probable construction cost
    - (3) Impact Fee CIP Exhibit
    - (4) Impact fee calculations
- b) Deliverables
- i) Electronic (.pdf) copy of the Draft Water and Wastewater Impact Fee Report; and
  - ii) Five (5) 8.5" x 11" hard copies of the Draft Water and Wastewater Impact Fee Report
  - iii) Upon final approval of the Water and Wastewater Impact Fee Analysis and new ordinance by the City Council, Kimley-Horn will provide five (5) 8" x 11" originals and one (1) electronic (.pdf) copy of the Final Water and Wastewater Impact Fee Report.
- c) Adoption Process. Kimley-Horn will collect information on actual water and wastewater impact fees collected for between fifteen (15) and twenty (20) benchmark cities. This information will be provided to the Client in electronic (.xls) tabular format for use in the development of comparison tables.

It is anticipated that a representative from the Kimley-Horn will prepare for and attend each of the following meetings:

- i) Two (2) CIAC public meetings on the Water and Wastewater Impact Fees, including the Land Use Assumptions, Impact Fee CIP and Maximum Assessable Impact Fees.
- ii) Two (2) City Council public hearings on the Water and Wastewater Impact Fees, including the Land Use Assumptions, Impact Fee CIP and Maximum Assessable Impact Fees.

### **Services Not Included**

Any other services, including but not limited to the following, are not included in this Agreement:

- Updates and review to the master planning concepts or estimates for use in the development of the impact fees.
- Extensive gaps or incompleteness of information and data necessary to compile the backup for the impact fee calculation.
- Financial calculations for ad valorem tax and/or utility service revenues as allowed by Chapter 395 in the Texas Local Government Code. These can be negotiated later if the City decides it would like to pursue this option.
- Any other agency meetings such as Public Utility Board(s) and other agencies.

### **Additional Services**

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- a) Preparation for an attendance at additional public meetings not specifically identified in the Scope of Services.
- b) Furnish additional copies of the review documents in excess of the number of the same identified in the Scope of Services.
- c) Re-analysis or re-calculation to reflect project scope of changes or policy changes requested by the OWNER, addressing changes in direction previously approved by the OWNER, or mandated by changes in government laws.
- d) It is assumed that the water and wastewater information provided by the City of Hutto is readily available and growth projections and LUES are easily extractable. If this is not the case then this could cause additional services.
- e) It is assumed that the City of Hutto will provide usable electronic information available from the most recent comprehensive plan and water and wastewater master plans.

### **Information Provided By Client**

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

### **Responsibilities of Client**

In addition to other responsibilities set out in this Agreement, the Client shall provide:

- Current electronic files used in the development of the 2022, or most recent, water and wastewater master plans.

### **Schedule**

We will provide our services as expeditiously as practicable and will develop a project schedule during the scoping phase with the Client.

### **Fee and Expenses**

Kimley-Horn will perform the services in Tasks 1- 6 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

|        |                                          |           |
|--------|------------------------------------------|-----------|
| Task 1 | Project Management                       | \$ 10,200 |
| Task 2 | Land Use Assumptions                     | \$ 18,500 |
| Task 3 | Water Impact Fee Update                  | \$ 43,900 |
| Task 4 | Wastewater Impact Fee Update             | \$ 40,000 |
| Task 5 | Water and Wastewater Impact Fee Adoption | \$ 19,400 |

Total Lump Sum Fee

\$ 132,000

**Closure**

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed: 

Printed Name: Lance Parisher, PE

Title: Project Manager

# AGENDA ITEM REPORT

13.12.



**To:** City Council  
**Subject:** Consideration and possible action on Resolution No. R-2023-238 authorizing the City Manager to execute an Individual Project Order (IPO) with Freese and Nichols, Inc. in the amount of \$110,000.00 for the Traffic Impact Fee Study Update project (Matt Rector)  
**Meeting:** Thursday, October 12, 2023  
**Department:** Engineering /  
**Staff Contact:** Matt Rector

## BACKGROUND INFORMATION:

On September 7, 2023 the City Council approved Resolution no. R-2023-191 regarding Rotation List for Transportation and Drainage Engineering professional services with five consulting firms as a mechanism for Construction Related Professional Services (engineering/architecture) where the City hires multiple firms based on demonstrated competence and qualifications to perform a general scope of services and makes individual assignments on a rotating basis.

Firms have been assigned projects in the order that they were selected. So, the first contract is assigned to the first consultant, followed by the next and repeats after the last consultant assignment. The cycle then repeats. If a firm is unable or unwilling to execute a project, the next firm in line will then be used. This initial contract would be good for FY 2024. However, there are two one-year extensions possible for each of these firms.

Consistent with the requirements prescribed in Chapter 395 of the Texas Local Government Codes, the City of Hutto is seeking to update the road impact fee program. The program will be updated with amendment of service areas, analysis of the existing road network, determination of service units of growth for a 10-year planning period (2024-2034) rooted from updated land use assumptions, update of the impact fee capital improvements plan and its associated costs, update of the land use equivalency table, and calculation of the maximum fee per service-unit attributable to growth. The study will be coordinated through a city-appointed Capital Improvements Advisory Committee (CIAC) and culminate with a public hearing process led by the Hutto City Council.

The purpose of this item is to award an Individual Project Order (IPO) to Freese and Nichols, Inc. as an approved consultant of the City's selected firms on the Transportation and Drainage rotation list.

## SUMMARY OF REQUEST:

Approval of resolution as presented

# AGENDA ITEM REPORT

13.12.



## STAFF REVIEW:

Staff recommends approval

## FISCAL NOTES:

This project is being funded by the Traffic Impact Fee Fund (42-040-023-6656). The budget for this line item in FY 2024 is \$291,500. There have been no encumbrances to date for this project. If both this IPO and the IPO for the Mobility Master Plan Update are awarded, there will be \$1,500 in this line item remaining in FY 2024.

## ATTACHMENTS:

1. IPO Cover\_Transportation\_FNI\_23-05B-03\_Traffic Impace Fee Update Proposal
2. 20230928 FNI Resolution for TIF





## TASK ORDER #23-005B-003

### Proposed TRANSPORTATION ROTATION LIST

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

1. Background Data
  - a. Effective Date of Task Order #23-005B-003: September 28, 2023
  - b. Owner: City of Hutto
  - c. Vendor: FREESE AND NICHOLS, INC

Specific Project (title): Traffic Impact Fee Program Update

- 1) Scope of services for Program update will include the following field services:
  - a) Update with amendment of services areas, analysis of the existing road network, determination of service units of growth for a 10-year planning period (2024-2034) rooted from updated land use assumptions
  - b) Update of the impact fee capital improvements plan and its associated costs
  - c) Update of the land use equivalency table, and calculation of the maximum fee per service-unit attributable to growth
  - d) Coordinate study through a city appointed Capital Improvements Advisory Committee (CIAC) and a public hearing process.

2. Fee: NTE \$110,000

3. Deadline: This form is to be signed along with any supplementary materials and must be submitted to Matt Rector, City Engineer via email by **9-28-23**, at 12PM CST.

Point of Contact  
Matt Rector  
City Engineer  
[Matt.Rector@HuttoTX.gov](mailto:Matt.Rector@HuttoTX.gov)  
512-759-4025

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

Vendor agrees to provide the services within this Task Order and Vendor is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order #23-005B-003 is September 28, 2023.

CITY OF HUTTO

FREESE AND NICHOLS, INC.

By:

By:



Print Name:

Print Name: Edmund Haas

Title: \_\_\_\_\_ Title: Vice President

**Exhibit “A”**  
**Draft Scope of Services**  
**Hutto Road Impact Fee Program Update**

**PROJECT UNDERSTANDING**

Consistent with the requirements prescribed in Chapter 395 of the Texas Local Government Codes, the City of Hutto is seeking to update the road impact fee program. The program will be updated with amendment of services areas, analysis of the existing road network, determination of service units of growth for a 10-year planning period (2024-2034) rooted from updated land use assumptions, update of the impact fee capital improvements plan and its associated costs, update of the land use equivalency table, and calculation of the maximum fee per service-unit attributable to growth. The study will be coordinated through a city appointed Capital Improvements Advisory Committee (CIAC) and culminate with a public hearing process led by the Hutto City Council.

This work will be conducted in parallel with the Mobility Plan Update to leverage study resources and project meetings. The following work tasks will be performed.

**Task A: Project Management, Data Collection, and Initiation**

- A1. Kickoff Meeting: FNI will conduct a kickoff meeting with the City to discuss the scope of work and schedule. A data request memorandum will be presented and discussed.
- A2. Project Management: Perform general administration duties with the project, including progress meeting scheduling, general correspondence, and office administration. A Monthly Status Report will be submitted, summarizing progress and scheduled tasks to be accomplished in the upcoming month; outlining upcoming key decisions which will require input from, or discussion with, City staff; and listing any problems or unresolved issues.
- A3. Data Collection: FNI will assemble available roadway, construction cost data, and traffic count data available from the City. This data will be reviewed and a list of additional data needs that are relevant to the study will be prepared and submitted to the City. Traffic volume data will be collected at up to twenty (20) locations throughout the city. Tube count data to be collected includes the PM peak hour directional volumes. If available, other recently collected traffic data or study information will be used to supplement this effort. Estimates of other critical roadways throughout the city will be developed from volume data collected. FNI will assist the City in identifying locations for traffic data collection. FNI has included the cost of a sub-consultant, GRAM Traffic Counts NTX, to perform tube count data collection services.
- A4. Capital Improvements Advisory Committee (CIAC): State mandate requires via Council Resolution the appointment of an Impact Fee Capital Improvements Advisory Committee (CIAC) to provide comment on Land Use Assumptions, Capital Improvement Plans, and Impact Fee Reports to the City Council. Up to three (3) meetings are scoped with the CIAC and will be held at milestone stages of study. Action will be required of the CIAC for the study to progress through follow-on talks. FNI will assist the City in defining specific needs (agenda posting, required action and meeting materials) for each CIAC meeting. FNI will also assist the City with

appointment requirements and provide sample resolution language for staff use in preparation of public resolutions.

As part of the initial meeting with the CIAC, FNI will present an Impact Fee 101/Primer on the methodological approach, task elements, and upcoming materials for CIAC action. The Impact Fee 101 is also encouraged for attendance by city staff and/or leadership for a basic understanding of the program and follow-on activities. At this initial meeting, a presentation of growth rates of the City will also be discussed for use in the development of Land Use Assumptions (Task B) with **action required of the CIAC** on an appropriate growth rate for the 10-year planning period. FNI will work with city staff for data needs as well as solicit support from staff at the CIAC meeting on a recommended growth rate.

### **Task B: Land Use Assumptions**

B1. Develop Land Use Assumptions: FNI will develop employment and population projections for the 10-year planning period (2024-2034) to align with service area structures defined in Task B2. Data sources for these land use assumptions include city planning data, city GIS data, thoroughfare master plans, and/or supplemented by data from the Alamo Area MPO (AAMPO). FNI will spatially allocate population and employment projections throughout the city using available projection data. Forecasted population data prepared as part of the City Comprehensive Plan and Wastewater Master Plan will be reviewed and used in the development of the land use assumptions data. The City will assist in approval of preliminary growth rates for use in development of the land use assumptions data.

B2. Update Service Area Structure: The current program service area structure will be amended, as appropriate, to conform with requirements set forth in Chapter 395, Texas Local Government Code. Service area amendments will consider changes in city limits since the 2018 update. All subsequent analyses will be based on the updated zonal structure.

Amendments to the roadway service area structure will also consider the extra-territorial jurisdiction so that as areas are incorporated into the city, they will follow a logical pattern of an ultimate zonal structure for roads.

B3. Documentation: Prepared data for land use assumptions will be presented to the CIAC for comment as well as incorporated into final report documentation (Task E1). Documentation will include methodological approach, analyses, and mapping for each infrastructure component. Documentation will include base year (2024) and projected 10-year (2034) growth by road service areas. This data will support capital improvements programming.

### **Task C: Roadway Impact Fee Analysis and Update**

C1. Inventory of Existing Roadways: FNI will prepare an inventory of existing roadways by service areas. The existing inventory will contain the following information of collector and arterial status roadways by service area:

- Roadway segment name
- Roadway segment limits

- Length (in miles)
- Number of lanes
- Type (divided, undivided, minor arterial, major arterial, etc.)
- Existing traffic volume (by direction during the peak hour)
- Capacity supplied
- Existing deficiencies (in any)

C2. Projected Roadway Demand: The land use equivalency table developed in Task C7, supplemented with data from the land use assumptions (Task B) will serve as the basis for determination of the number of new trips that will be generated within over the 10-year planning period. 10-year demands will be generated by roadway service area.

C3. Roadway Impact Fee Capital Improvement Plan (IFCIP): FNI will review the current roadway impact fee program for definition of project retention as part of the program update. Roadway traffic data collected in Task A will be used to determine excess capacity for previously identified projects. Projects with no excess capacity will be recommended for removal from the impact fee program. City Staff will also assist in defining IFCIP projects completed since the previous program update.

Based on 10-year demands defined in Task C7, FNI will define projects for addition to the IFCIP. Newly identified projects will be defined by proposed project limits and design characteristics. Cost estimates for IFCIP additions will be developed including construction, engineering, right-of-way, and debt service. The City will provide historic unit cost data by roadway facility type at the outset of CIP costing process. The City will also provide cost data for projects identified for system recoupment. The following information will be developed:

- Roadway segment name
- Proposed project limits
- Number of lanes
- Length
- Project cost

One (1) capital improvement plan scenario is included as part of this scope. Revisions or additional scenarios will be at additional cost.

C4. City Staff Meeting: Meet with City Staff to discuss forecasted demand by service area and potential CIP projects to address growth needs. Based on staff comment, amend impact fee CIP projects for comment by CIAC.

C5. Preparation of Roadway Project Database: FNI will utilize the information contained in the Capital Improvement Program to develop a roadway projects database for the impact fee and proportionality systems. This database will include for each service area the following information:

- Roadway segment name
- Roadway segment limits
- Number of lanes

- Length
- Type
- Cost
- Number of vehicle-miles of capacity supplied.

- C6. Calculation of Maximum Cost per Service Unit: Based on the information developed in previous tasks, the maximum cost per service unit will be calculated for each service area of the roadway impact fee system.
- C7. Development of Land Use Equivalency Table: FNI will prepare a listing of specific land use type (based on ITE land use categories) and develop a recommended service unit generation rate for each land use. The service unit generation rate will be based on the number of primary trips generated by the land use during the peak hour, and the average trip length of each trip. Trip generation data will be based on published statistics contained in the *ITE Trip Generation Manual*, 11<sup>th</sup> Edition. Trip length data from the National Household Travel Survey (NHTS), travel statistics from the AAAAMPO regional travel demand model, or data from the Census Bureau will be used to serve as a basis for derived lengths for individual land uses.

#### **Task D: Credit Calculation**

Impact fee legislation dictates that a plan for awarding a credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period be developed. In the alternative, a credit equal to 50% of the total projected cost of implementing the capital improvements plan may be given. To determine the appropriate credit due for facility improvements, an analysis of city financial reports will be conducted. The results of this analysis will be an impact fee (cost per service unit) that considers this credit. The following tasks will be performed as part of this effort.

- D1. Data Collection: Meet with the City/Finance Department to discuss methodological approach and associated data needs for the analysis. Data to be obtained, at a minimum, includes the most recently adopted budget and the audited annual financial reports. No auditing will be conducted, and the credit analysis will rely on the City for the accuracy of information provided.
- D2. Review Impact Fee Capital Improvements Plan: Review the water, wastewater, roadway, and drainage impact fee capital improvements plan for cost of proposed improvements, capacity provided, and percent of CIP attributable to growth over the 10-year planning window.
- D3. Perform Credit Analysis: Perform an analysis to determine the credit based on the portion of ad valorem tax generated by the new development during the program period and long-term bond debt service related to the growth-related CIP projects. The credit will be applied to the cost of the impact fee CIP needed over the 10-year planning period. The analysis will be conducted on a service area basis.
- D4. Prepare Documentation and Present to City: Summary documentation including methodology, associated calculations and credit results will be prepared and submitted to the City for review comment. A meeting to present the results and findings of the analysis will be held with the City. Final documentation will be incorporated into the final impact fee program update report.



## **Task E: Impact Fee Report Development and Meeting Attendance**

- E1. Develop Impact Fee Report: FNI will prepare and provide one (1) electronic PDF copy of the draft Roadway Impact Fee Report documenting program analyses and impact fee calculations. The report will include a summary of growth projections, proposed system improvements, and maximum allowable cost per service unit calculations for each infrastructure component. Based on comments by City Staff, FNI will finalize and provide one (1) electronic PDF copy and one (1) sealed hardcopy of the final report to the City. The Final Report shall be sealed by a licensed engineer from the State of Texas.
- E2. Meet with the City Staff: FNI will meet virtually with City Staff up to two (2) times during the study. Preliminary meeting purposes include review of review of land use assumptions; identification of draft CIP projects; and draft impact fee calculations and report.
- E3. Attend Project Meetings: Meetings with City Staff, CIAC, and the City Council will be held at critical project milestones to present data and obtain project feedback. Attendance at meetings during the public hearing process will also be provided to support methodologies, findings, and recommendations of the system update. In addition to meetings with City Staff, the following meetings are programmed as part of this scope: three (3) advisory committee meetings, and two (2) meetings with City Council, one (1) workshop and one (1) public hearing for the impact fee update.
- E4. Impact Fee Benchmarking: FNI will develop comparison tables of impact fees of the City with area peer cities for use by the City in considering collection rates. City Staff and/or the CIAC will identify up to eight (8) area cities for the comparison. Up to three land uses for fee comparisons will be prepared (i.e., single-family residential, commercial/retail and office). FNI will prepare excel based charts depicting sample land uses.
- E5. Impact Fee Ordinance Support: The City will lead in the development of the impact fee ordinance. FNI will assist the City by in the preparation of an impact fee ordinance through provision of examples from other Texas cities. FNI will be available at the public hearings to support the City legal staff in answering questions on the impact ordinance.

### **MEETINGS INCLUDED IN SCOPE:**

- Project Kickoff Meeting
- City Staff Meeting #1: Land Use Assumptions and Impact Fee eligible CIP
- City Staff Meeting #2: Impact Fee calculations
- CIAC Meeting #1: Impact Fees 101, LUA growth rates
- CIAC Meeting #2: Draft LUA, and preliminary CIPs
- CIAC Meeting #3: Impact Fee calculations, collection rates and benchmarking
- City Council #1: Workshop on fee calculations, collection rates and benchmarking
- City Council #2: Public Hearing for Impact Fee Update

### **PROJECT SCHEDULE:**

FNI shall complete the technical development of the work effort as described above in 12 months from receipt of notice to proceed and shall be completed by September 30, 2024. The final public hearing is

expected to be conducted in September 2024. With the uncertainty of COVID, should any scheduled dates be missed on behalf of the City, a revised schedule, beyond the 12-month time, shall be developed. All work will, in good faith, be conducted as effectively and efficiently as possible.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays in the flow of information to be provided to FNI, governmental approvals, etc. These delays may also result in an adjustment to compensation.

**FEE:** The fee for services as defined above will be a not-to-exceed fee of one hundred ten thousand dollars (\$110,000.00).

#### **INFORMATION TO BE PROVIDED BY THE CITY**

The City shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as the City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret, and define the City's policies and decisions with respect to FNI's services for the Project.
- B. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.
- C. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as the City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- D. Provide meeting rooms for the conduct of Capital Improvement Advisory Committee Meetings and discussions. Coordination of meeting times and location, including notifying each study team member.
- E. Provide for development and posting of agendas and public noticing, inclusive of notices in the local newspaper, for the conduct of CIAC Meetings and City Council Public Hearings.

| Road Impact Fee Update<br>9/12/2023<br>Detailed Cost Breakdown | Project Fee Summary |            |
|----------------------------------------------------------------|---------------------|------------|
|                                                                | Basic Services      | \$ 110,000 |
|                                                                | Special Services    | \$ -       |
|                                                                | Total Project       | \$ 110,000 |

| Tasks                  |      |                 |                  | Labor                                                                                 |           |           |              |                 |                  |           |              |           |          |        | Total Hours | Total Labor Effort |
|------------------------|------|-----------------|------------------|---------------------------------------------------------------------------------------|-----------|-----------|--------------|-----------------|------------------|-----------|--------------|-----------|----------|--------|-------------|--------------------|
| Phase                  | Task | Activity        | Basic or Special | Task Description                                                                      | Principal | Proj Mgr  | Proj Planner | Sr. Traffic Eng | Traffic Engineer | FINC      | Office Admin | Contracts | QAQC     | CR     |             |                    |
|                        |      |                 |                  | Project Management (See Task A)                                                       | \$312     | \$135     | \$112        | \$305           | \$152            | \$301     | \$180        | \$134     | \$375    | \$175  |             | \$ -               |
|                        |      |                 |                  | Internal kickoff meeting                                                              |           |           |              |                 |                  |           |              |           |          |        |             | \$ -               |
|                        |      |                 |                  | External kickoff meeting (See A1)                                                     |           |           |              |                 |                  |           |              |           |          |        |             | \$ -               |
|                        |      |                 |                  | Periodic internal meetings                                                            |           |           |              |                 |                  |           |              |           |          |        |             | \$ -               |
|                        |      |                 |                  | Periodic client meetings                                                              |           |           |              |                 |                  |           |              |           |          |        |             | \$ -               |
|                        |      |                 |                  | External stakeholder meetings                                                         |           |           |              |                 |                  |           |              |           |          |        |             | \$ -               |
|                        |      |                 |                  | Maintain and monitor scope / schedule / budget                                        |           |           |              |                 |                  |           |              |           |          |        |             | \$ -               |
|                        |      |                 |                  | One Page Reports / Periodic client comms (see A2)                                     |           |           |              |                 |                  |           |              |           |          |        |             | \$ -               |
|                        |      |                 |                  | Corporate Support (Scheduler)                                                         |           |           |              |                 |                  |           |              |           |          |        |             | \$ -               |
|                        |      |                 |                  | Corporate Support (Operations Analyst, Accounting Specialist, Contract Administrator) |           |           |              |                 |                  |           |              |           |          |        |             | \$ -               |
|                        |      |                 |                  | Project hours charged to OFFXX050                                                     |           |           |              |                 |                  |           |              |           |          |        |             | \$ -               |
|                        |      |                 |                  | Project Closeout                                                                      |           |           |              |                 |                  |           |              |           |          |        |             | \$ -               |
|                        |      |                 |                  | Quality Management (See Task A)                                                       |           |           |              |                 |                  |           |              |           |          |        |             | \$ -               |
|                        |      |                 |                  | Develop quality management plan                                                       |           |           |              |                 |                  |           |              |           |          |        |             | \$ -               |
|                        |      |                 |                  | Senior Advisor                                                                        |           |           |              |                 |                  |           |              |           |          |        |             | \$ -               |
|                        |      |                 |                  | Quality Control reviews                                                               |           |           |              |                 |                  |           |              |           |          |        |             | \$ -               |
|                        |      |                 |                  | Quality Assurance reviews                                                             |           |           |              |                 |                  |           |              |           |          |        |             | \$ -               |
|                        |      |                 |                  | Constructability reviews                                                              |           |           |              |                 |                  |           |              |           |          |        |             | \$ -               |
|                        |      |                 |                  | Kickoff, Data Collect and Proj Initiation                                             |           |           |              |                 |                  |           |              |           |          |        |             | \$ -               |
| A                      | 1    | PM / Production | Basic            | Kickoff, Data Collect and Proj Initiation                                             | 2         | 4         | 4            |                 |                  |           |              |           |          |        | 10          | \$ 1,677           |
| A                      | 2    | PM / Production | Basic            | Project Mgmt (PM, PCC/OPR))                                                           | 3         | 6         |              |                 |                  |           | 6            | 2         |          |        | 17          | \$ 3,214           |
| A                      | 3    | PM / Production | Basic            | Data Collection (GRAM-20, Count Map GIS & Mapping)                                    | 0.5       | 4         | 8            |                 |                  |           |              |           |          |        | 13          | \$ 1,657           |
| A                      | 4    | PM / Production | Basic            | CIAC Mtg (See Task E3) IFEE 101                                                       |           |           |              |                 |                  |           |              |           |          |        |             | \$ -               |
| A                      | 2b   | PM / Production | Basic            | PM (QAQC/SA)                                                                          | 3         |           |              | 3               |                  |           |              |           | 3        | 4      | 13          | \$ 3,820           |
| A                      | 2c   | PM / Production | Basic            | Contingency 5% for key team only)                                                     |           | 6         | 6            |                 |                  |           |              |           |          |        | 12          | \$ 1,543           |
|                        |      |                 |                  | Land Use Assumptions                                                                  |           |           |              |                 |                  |           |              |           |          |        |             | \$ -               |
| B                      | 1    | PM / Production | Basic            | Develop Land Use Assumptions                                                          | 4         | 8         | 28           |                 |                  |           |              |           |          |        | 40          | \$ 5,688           |
| B                      | 2    | PM / Production | Basic            | Update Service Area Structure                                                         | 0.5       | 1         | 2            |                 |                  |           |              |           |          |        | 4           | \$ 536             |
| B                      | 3    | PM / Production | Basic            | Documentation: LUA (See Task E1)                                                      |           |           |              |                 |                  |           |              |           |          |        |             | \$ -               |
|                        |      |                 |                  | Roadway IFEE                                                                          |           |           |              |                 |                  |           |              |           |          |        |             | \$ -               |
| C                      | 1    | PM / Production | Basic            | Inventory of Existing Roadways                                                        | 2         | 24        | 8            |                 |                  |           |              |           |          |        | 34          | \$ 4,950           |
| C                      | 2    | PM / Production | Basic            | Projected Roadway Demand                                                              | 2         | 8         |              | 2               |                  |           |              |           |          |        | 12          | \$ 2,405           |
| C                      | 3    | PM / Production | Basic            | Roadway Capital Improvement Plan                                                      | 4         | 8         | 4            | 2               | 40               |           |              |           |          |        | 58          | \$ 9,834           |
| C                      | 4    | PM / Production | Basic            | City Staff Meeting (Virtual; Prep, Travel+Mtg)                                        | 2         | 3         |              |                 |                  |           |              |           |          |        | 5           | \$ 1,069           |
| C                      | 5    | PM / Production | Basic            | Preparation of Roadway Project Database                                               | 2         | 16        | 24           | 2               | 8                |           |              |           |          |        | 52          | \$ 7,593           |
| C                      | 6    | PM / Production | Basic            | Calculate Maximum Cost per Service Unit                                               | 2         | 2         |              |                 |                  |           |              |           |          |        | 4           | \$ 929             |
| C                      | 7    | PM / Production | Basic            | Development of Land Use Equivalency Table                                             | 1         | 12        |              | 1               |                  |           |              |           |          |        | 14          | \$ 2,325           |
|                        |      |                 |                  | Credit Calculation                                                                    |           |           |              |                 |                  |           |              |           |          |        |             | \$ -               |
| D                      | 1    | PM / Production | Basic            | Data Collection                                                                       |           |           |              |                 |                  | 8         |              |           |          |        | 8           | \$ 2,501           |
| D                      | 2    | PM / Production | Basic            | Review IFCIPs                                                                         |           |           |              |                 |                  | 12        |              |           |          |        | 12          | \$ 3,751           |
| D                      | 3    | PM / Production | Basic            | Perform Credit Analysis                                                               | 1         | 2         |              |                 |                  | 26        |              |           |          |        | 29          | \$ 8,733           |
| D                      | 4    | PM / Production | Basic            | Documenation (Tech Memo)                                                              |           |           |              |                 |                  | 16        |              |           |          |        | 16          | \$ 5,002           |
|                        |      |                 |                  | Documentation and Meetings                                                            |           |           |              |                 |                  |           |              |           |          |        |             | \$ -               |
| E                      | 1    | PM / Production | Basic            | Dev IFEE Report                                                                       |           |           |              |                 |                  |           |              |           |          |        |             | \$ -               |
| E                      | 1    | PM / Production | Basic            | Draft                                                                                 | 4         | 24        | 2            | 2               |                  |           |              |           |          |        | 32          | \$ 5,532           |
| E                      | 1    | PM / Production | Basic            | Final (with Staff & CIAC Comments)                                                    | 2         | 8         | 1            | 1               |                  |           |              |           |          |        | 12          | \$ 2,205           |
| E                      | 1    | PM / Production | Basic            | GIS Mapping                                                                           |           |           | 1            |                 |                  |           |              |           |          |        | 1           | \$ 117             |
| E                      | 2    | PM / Production | Basic            | City Staff Meetings (2- virtual)                                                      |           |           |              |                 |                  |           |              |           |          |        |             | \$ -               |
| E                      | 2    | PM / Production | Basic            | Prep                                                                                  | 1         | 4         |              |                 |                  |           |              |           |          |        | 5           | \$ 885             |
| E                      | 2    | PM / Production | Basic            | Travel                                                                                |           |           |              |                 |                  |           |              |           |          |        |             | \$ -               |
| E                      | 2    | PM / Production | Basic            | Mtg                                                                                   | 4         | 4         |              |                 |                  | 2         |              |           |          |        | 10          | \$ 2,483           |
| E                      | 3    | PM / Production | Basic            | CIAC Meetings (3)                                                                     |           |           |              |                 |                  |           |              |           |          |        |             | \$ -               |
| E                      | 3    | PM / Production | Basic            | Prep                                                                                  | 3         | 6         | 2            |                 |                  |           |              |           |          |        | 11          | \$ 2,048           |
| E                      | 3    | PM / Production | Basic            | Travel                                                                                | 18        |           |              |                 |                  |           |              |           |          |        | 18          | \$ 5,833           |
| E                      | 3    | PM / Production | Basic            | Mtg                                                                                   | 6         |           |              |                 |                  |           |              |           |          |        | 6           | \$ 1,944           |
| E                      | 3    | PM / Production | Basic            | City Council Meetings (2)                                                             |           |           |              |                 |                  |           |              |           |          |        |             | \$ -               |
| E                      | 3    | PM / Production | Basic            | Prep                                                                                  | 2         | 4         | 2            |                 |                  |           |              |           |          |        | 8           | \$ 1,443           |
| E                      | 3    | PM / Production | Basic            | Travel                                                                                | 12        |           |              |                 |                  |           |              |           |          |        | 12          | \$ 3,889           |
| E                      | 3    | PM / Production | Basic            | Mtg                                                                                   | 4         |           |              |                 |                  |           |              |           |          |        | 4           | \$ 1,296           |
| E                      | 4    | PM / Production | Basic            | Impact Fee Benchmarking (10)                                                          | 1         | 8         |              |                 |                  |           |              |           |          |        | 9           | \$ 1,447           |
| E                      | 5    | PM / Production | Basic            | Ordinance Support                                                                     | 8         |           |              |                 |                  |           |              |           |          |        | 8           | \$ 2,592           |
| Total Hours / Quantity |      |                 |                  |                                                                                       | 94        | 162       | 92           | 13              | 48               | 64        | 6            | 2         | 3        | 4      | 488         |                    |
| Total Effort           |      |                 |                  |                                                                                       | \$ 30,461 | \$ 22,735 | \$ 10,742    | \$ 4,122        | \$ 7,576         | \$ 20,008 | \$ 1,121     | \$ 279    | \$ 1,169 | \$ 728 |             | \$ 98,940          |

| Road Impact Fee Update<br>9/12/2023<br>Detailed Cost Breakdown |      |                 |                  |                                                     | Project Fee Summary |          |         |        |               | Pro                  |
|----------------------------------------------------------------|------|-----------------|------------------|-----------------------------------------------------|---------------------|----------|---------|--------|---------------|----------------------|
|                                                                |      |                 |                  |                                                     | Basic Services      |          | 110,000 |        |               |                      |
|                                                                |      |                 |                  |                                                     | Special Services    |          | -       |        |               |                      |
|                                                                |      |                 |                  |                                                     | Total Project       |          | 110,000 |        |               |                      |
| Tasks                                                          |      |                 |                  |                                                     | Expenses            |          |         |        |               |                      |
| Phase                                                          | Task | Activity        | Basic or Special | Task Description                                    | Tech Charge         | Miles    | Meals   | Hotel  | Color (sheet) | Total Expense Effort |
|                                                                |      |                 |                  | Project Management (See Task A)                     |                     |          |         |        |               | \$ -                 |
|                                                                |      |                 |                  | Internal kickoff meeting                            |                     |          |         |        |               | \$ -                 |
|                                                                |      |                 |                  | External kickoff meeting (See A1)                   |                     |          |         |        |               | \$ -                 |
|                                                                |      |                 |                  | Periodic internal meetings                          |                     |          |         |        |               | \$ -                 |
|                                                                |      |                 |                  | Periodic client meetings                            |                     |          |         |        |               | \$ -                 |
|                                                                |      |                 |                  | External stakeholder meetings                       |                     |          |         |        |               | \$ -                 |
|                                                                |      |                 |                  | Maintain and monitor scope / schedule / budget      |                     |          |         |        |               | \$ -                 |
|                                                                |      |                 |                  | One Page Reports / Periodic client comms (see A2)   |                     |          |         |        |               | \$ -                 |
|                                                                |      |                 |                  | Corporate Support (Scheduler)                       |                     |          |         |        |               | \$ -                 |
|                                                                |      |                 |                  | Corporate Support (Operations Analyst, Accounting S |                     |          |         |        |               | \$ -                 |
|                                                                |      |                 |                  | Project hours charged to OFFXX050                   |                     |          |         |        |               | \$ -                 |
|                                                                |      |                 |                  | Project Closeout                                    |                     |          |         |        |               | \$ -                 |
|                                                                |      |                 |                  | Quality Management (See Task A)                     |                     |          |         |        |               | \$ -                 |
|                                                                |      |                 |                  | Develop quality management plan                     |                     |          |         |        |               | \$ -                 |
|                                                                |      |                 |                  | Senior Advisor                                      |                     |          |         |        |               | \$ -                 |
|                                                                |      |                 |                  | Quality Control reviews                             |                     |          |         |        |               | \$ -                 |
|                                                                |      |                 |                  | Quality Assurance reviews                           |                     |          |         |        |               | \$ -                 |
|                                                                |      |                 |                  | Constructability reviews                            |                     |          |         |        |               | \$ -                 |
|                                                                |      |                 |                  | Kickoff, Data Collect and Proj Initiation           |                     |          |         |        |               | \$ -                 |
| A                                                              | 1    | PM / Production | Basic            | Kickoff, Data Collect and Proj Initiation           | 10                  |          |         |        |               | \$ 85                |
| A                                                              | 2    | PM / Production | Basic            | Project Mgmt (PM, PCC/OPR))                         | 17                  |          |         |        |               | \$ 145               |
| A                                                              | 3    | PM / Production | Basic            | Data Collection (GRAM-20, Count Map GIS & Mapping   | 13                  |          |         |        |               | \$ 106               |
| A                                                              | 4    | PM / Production | Basic            | CIAC Mtg (See Task E3) IFEE 101                     |                     |          |         |        |               | \$ -                 |
| A                                                              | 2b   | PM / Production | Basic            | PM (QAQC/SA)                                        | 13                  |          |         |        |               | \$ 111               |
| A                                                              | 2c   | PM / Production | Basic            | Contingency 5% for key team only)                   | 12                  |          |         |        |               | \$ 102               |
|                                                                |      |                 |                  | Land Use Assumptions                                |                     |          |         |        |               | \$ -                 |
| B                                                              | 1    | PM / Production | Basic            | Develop Land Use Assumptions                        | 40                  |          |         |        |               | \$ 340               |
| B                                                              | 2    | PM / Production | Basic            | Update Service Area Structure                       | 4                   |          |         |        |               | \$ 30                |
| B                                                              | 3    | PM / Production | Basic            | Documentation: LUA (See Task E1)                    |                     |          |         |        |               | \$ -                 |
|                                                                |      |                 |                  | Roadway IFEE                                        |                     |          |         |        |               | \$ -                 |
| C                                                              | 1    | PM / Production | Basic            | Inventory of Existing Roadways                      | 34                  |          |         |        |               | \$ 289               |
| C                                                              | 2    | PM / Production | Basic            | Projected Roadway Demand                            | 12                  |          |         |        |               | \$ 102               |
| C                                                              | 3    | PM / Production | Basic            | Roadway Capital Improvement Plan                    | 58                  |          |         |        |               | \$ 493               |
| C                                                              | 4    | PM / Production | Basic            | City Staff Meeting (Virtual; Prep, Travel+Mtg)      | 5                   |          |         |        |               | \$ 43                |
| C                                                              | 5    | PM / Production | Basic            | Preparation of Roadway Project Database             | 52                  |          |         |        |               | \$ 442               |
| C                                                              | 6    | PM / Production | Basic            | Calculate Maximum Cost per Service Unit             | 4                   |          |         |        |               | \$ 34                |
| C                                                              | 7    | PM / Production | Basic            | Development of Land Use Equivalency Table           | 14                  |          |         |        |               | \$ 119               |
|                                                                |      |                 |                  | Credit Calculation                                  |                     |          |         |        |               | \$ -                 |
| D                                                              | 1    | PM / Production | Basic            | Data Collection                                     | 8                   |          |         |        |               | \$ 68                |
| D                                                              | 2    | PM / Production | Basic            | Review IFCIPs                                       | 12                  |          |         |        |               | \$ 102               |
| D                                                              | 3    | PM / Production | Basic            | Perform Credit Analysis                             | 29                  |          |         |        |               | \$ 247               |
| D                                                              | 4    | PM / Production | Basic            | Documenation (Tech Memo)                            | 16                  |          |         |        |               | \$ 136               |
|                                                                |      |                 |                  | Documentation and Meetings                          |                     |          |         |        |               | \$ -                 |
| E                                                              | 1    | PM / Production | Basic            | Dev IFEE Report                                     |                     |          |         |        |               | \$ -                 |
| E                                                              | 1    | PM / Production | Basic            | Draft                                               | 32                  |          |         |        | 600           | \$ 422               |
| E                                                              | 1    | PM / Production | Basic            | Final (with Staff & CIAC Comments)                  | 12                  |          |         |        |               | \$ 102               |
| E                                                              | 1    | PM / Production | Basic            | GIS Mapping                                         | 1                   |          |         |        |               | \$ 9                 |
| E                                                              | 2    | PM / Production | Basic            | City Staff Meetings (2- virtual)                    |                     |          |         |        |               | \$ -                 |
| E                                                              | 2    | PM / Production | Basic            | Prep                                                | 5                   |          |         |        |               | \$ 43                |
| E                                                              | 2    | PM / Production | Basic            | Travel                                              |                     |          |         |        |               | \$ -                 |
| E                                                              | 2    | PM / Production | Basic            | Mtg                                                 | 10                  |          |         |        |               | \$ 85                |
| E                                                              | 3    | PM / Production | Basic            | CIAC Meetings (3)                                   |                     |          |         |        |               | \$ -                 |
| E                                                              | 3    | PM / Production | Basic            | Prep                                                | 11                  |          |         |        |               | \$ 94                |
| E                                                              | 3    | PM / Production | Basic            | Travel                                              | 18                  | 1,080    | 75      | 450    |               | \$ 1,438             |
| E                                                              | 3    | PM / Production | Basic            | Mtg                                                 | 6                   |          |         |        |               | \$ 51                |
| E                                                              | 3    | PM / Production | Basic            | City Council Meetings (2)                           |                     |          |         |        |               | \$ -                 |
| E                                                              | 3    | PM / Production | Basic            | Prep                                                | 8                   |          |         |        |               | \$ 68                |
| E                                                              | 3    | PM / Production | Basic            | Travel                                              | 12                  | 720      | 50      | 300    |               | \$ 959               |
| E                                                              | 3    | PM / Production | Basic            | Mtg                                                 | 4                   |          |         |        |               | \$ 34                |
| E                                                              | 4    | PM / Production | Basic            | Impact Fee Benchmarking (10)                        | 9                   |          |         |        |               | \$ 77                |
| E                                                              | 5    | PM / Production | Basic            | Ordinance Support                                   | 8                   |          |         |        |               | \$ 68                |
| Total Hours / Quantity                                         |      |                 |                  |                                                     | 488                 | 1,800    | 125     | 750    | 600           |                      |
| Total Effort                                                   |      |                 |                  |                                                     | \$ 4,148            | \$ 1,179 | \$ 138  | \$ 825 | \$ 150        | \$ 6,440             |



| Road Impact Fee Update<br>9/12/2023<br>Detailed Cost Breakdown |      |                 |                  | Project Fee Summary                                  |                |                  |              |
|----------------------------------------------------------------|------|-----------------|------------------|------------------------------------------------------|----------------|------------------|--------------|
|                                                                |      |                 |                  | Basic Services                                       |                |                  |              |
|                                                                |      |                 |                  | Special Service                                      |                |                  |              |
|                                                                |      |                 |                  | Total Project                                        |                |                  |              |
| Tasks                                                          |      |                 |                  |                                                      | Subconsultants |                  | Total        |
| Phase                                                          | Task | Activity        | Basic or Special | Task Description                                     | GRAM NTX       | Total Sub Effort | Total Effort |
|                                                                |      |                 |                  | Project Management (See Task A)                      |                | \$ -             | \$ -         |
|                                                                |      |                 |                  | Internal kickoff meeting                             |                | \$ -             | \$ -         |
|                                                                |      |                 |                  | External kickoff meeting (See A1)                    |                | \$ -             | \$ -         |
|                                                                |      |                 |                  | Periodic internal meetings                           |                | \$ -             | \$ -         |
|                                                                |      |                 |                  | Periodic client meetings                             |                | \$ -             | \$ -         |
|                                                                |      |                 |                  | External stakeholder meetings                        |                | \$ -             | \$ -         |
|                                                                |      |                 |                  | Maintain and monitor scope / schedule / budget       |                | \$ -             | \$ -         |
|                                                                |      |                 |                  | One Page Reports / Periodic client comms (see A2)    |                | \$ -             | \$ -         |
|                                                                |      |                 |                  | Corporate Support (Scheduler)                        |                | \$ -             | \$ -         |
|                                                                |      |                 |                  | Corporate Support (Operations Analyst, Accounting Sp |                | \$ -             | \$ -         |
|                                                                |      |                 |                  | Project hours charged to OFFXX050                    |                | \$ -             | \$ -         |
|                                                                |      |                 |                  | Project Closeout                                     |                | \$ -             | \$ -         |
|                                                                |      |                 |                  | Quality Management (See Task A)                      |                | \$ -             | \$ -         |
|                                                                |      |                 |                  | Develop quality management plan                      |                | \$ -             | \$ -         |
|                                                                |      |                 |                  | Senior Advisor                                       |                | \$ -             | \$ -         |
|                                                                |      |                 |                  | Quality Control reviews                              |                | \$ -             | \$ -         |
|                                                                |      |                 |                  | Quality Assurance reviews                            |                | \$ -             | \$ -         |
|                                                                |      |                 |                  | Constructability reviews                             |                | \$ -             | \$ -         |
|                                                                |      |                 |                  | Kickoff, Data Collect and Proj Initiation            |                | \$ -             | \$ -         |
| A                                                              | 1    | PM / Production | Basic            | Kickoff, Data Collect and Proj Initiation            |                | \$ -             | \$ 1,762     |
| A                                                              | 2    | PM / Production | Basic            | Project Mgmt (PM, PCC/OPR))                          |                | \$ -             | \$ 3,358     |
| A                                                              | 3    | PM / Production | Basic            | Data Collection (GRAM-20, Count Map GIS & Mapping    | 4,200.25       | \$ 4,620         | \$ 6,384     |
| A                                                              | 4    | PM / Production | Basic            | CIAC Mtg (See Task E3) IFEE 101                      |                | \$ -             | \$ -         |
| A                                                              | 2b   | PM / Production | Basic            | PM (QAQC/SA)                                         |                | \$ -             | \$ 3,931     |
| A                                                              | 2c   | PM / Production | Basic            | Contingency 5% for key team only)                    |                | \$ -             | \$ 1,645     |
|                                                                |      |                 |                  | Land Use Assumptions                                 |                | \$ -             | \$ -         |
| B                                                              | 1    | PM / Production | Basic            | Develop Land Use Assumptions                         |                | \$ -             | \$ 6,028     |
| B                                                              | 2    | PM / Production | Basic            | Update Service Area Structure                        |                | \$ -             | \$ 566       |
| B                                                              | 3    | PM / Production | Basic            | Documentation: LUA (See Task E1)                     |                | \$ -             | \$ -         |
|                                                                |      |                 |                  | Roadway IFEE                                         |                | \$ -             | \$ -         |
| C                                                              | 1    | PM / Production | Basic            | Inventory of Existing Roadways                       |                | \$ -             | \$ 5,239     |
| C                                                              | 2    | PM / Production | Basic            | Projected Roadway Demand                             |                | \$ -             | \$ 2,507     |
| C                                                              | 3    | PM / Production | Basic            | Roadway Capital Improvement Plan                     |                | \$ -             | \$ 10,327    |
| C                                                              | 4    | PM / Production | Basic            | City Staff Meeting (Virtual; Prep, Travel+Mtg)       |                | \$ -             | \$ 1,112     |
| C                                                              | 5    | PM / Production | Basic            | Preparation of Roadway Project Database              |                | \$ -             | \$ 8,035     |
| C                                                              | 6    | PM / Production | Basic            | Calculate Maximum Cost per Service Unit              |                | \$ -             | \$ 963       |
| C                                                              | 7    | PM / Production | Basic            | Development of Land Use Equivalency Table            |                | \$ -             | \$ 2,444     |
|                                                                |      |                 |                  | Credit Calculation                                   |                | \$ -             | \$ -         |
| D                                                              | 1    | PM / Production | Basic            | Data Collection                                      |                | \$ -             | \$ 2,569     |
| D                                                              | 2    | PM / Production | Basic            | Review IFCIPs                                        |                | \$ -             | \$ 3,853     |
| D                                                              | 3    | PM / Production | Basic            | Perform Credit Analysis                              |                | \$ -             | \$ 8,979     |
| D                                                              | 4    | PM / Production | Basic            | Documenation (Tech Memo)                             |                | \$ -             | \$ 5,138     |
|                                                                |      |                 |                  | Documentation and Meetings                           |                | \$ -             | \$ -         |
| E                                                              | 1    | PM / Production | Basic            | Dev IFEE Report                                      |                | \$ -             | \$ -         |
| E                                                              | 1    | PM / Production | Basic            | Draft                                                |                | \$ -             | \$ 5,954     |
| E                                                              | 1    | PM / Production | Basic            | Final (with Staff & CIAC Comments)                   |                | \$ -             | \$ 2,307     |
| E                                                              | 1    | PM / Production | Basic            | GIS Mapping                                          |                | \$ -             | \$ 125       |
| E                                                              | 2    | PM / Production | Basic            | City Staff Meetings (2- virtual)                     |                | \$ -             | \$ -         |
| E                                                              | 2    | PM / Production | Basic            | Prep                                                 |                | \$ -             | \$ 928       |
| E                                                              | 2    | PM / Production | Basic            | Travel                                               |                | \$ -             | \$ -         |
| E                                                              | 2    | PM / Production | Basic            | Mtg                                                  |                | \$ -             | \$ 2,568     |
| E                                                              | 3    | PM / Production | Basic            | CIAC Meetings (3)                                    |                | \$ -             | \$ -         |
| E                                                              | 3    | PM / Production | Basic            | Prep                                                 |                | \$ -             | \$ 2,141     |
| E                                                              | 3    | PM / Production | Basic            | Travel                                               |                | \$ -             | \$ 7,271     |
| E                                                              | 3    | PM / Production | Basic            | Mtg                                                  |                | \$ -             | \$ 1,995     |
| E                                                              | 3    | PM / Production | Basic            | City Council Meetings (2)                            |                | \$ -             | \$ -         |
| E                                                              | 3    | PM / Production | Basic            | Prep                                                 |                | \$ -             | \$ 1,511     |
| E                                                              | 3    | PM / Production | Basic            | Travel                                               |                | \$ -             | \$ 4,847     |
| E                                                              | 3    | PM / Production | Basic            | Mtg                                                  |                | \$ -             | \$ 1,330     |
| E                                                              | 4    | PM / Production | Basic            | Impact Fee Benchmarking (10)                         |                | \$ -             | \$ 1,523     |
| E                                                              | 5    | PM / Production | Basic            | Ordinance Support                                    |                | \$ -             | \$ 2,660     |
| Total Hours / Quantity                                         |      |                 |                  |                                                      | \$ 4,200       |                  |              |
| Total Effort                                                   |      |                 |                  |                                                      | \$ 4,620       | \$ 4,620         | \$ 110,000   |

**RESOLUTION NO. R-2023-238**

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,  
APPROVING A TASK ORDER BETWEEN FREESE AND  
NICHOLS, INC. AND THE CITY OF HUTTO IN THE  
AMOUNT OF \$110,000 FOR THE TRANSPORTATION  
IMPACT FEE (TIF) UPDATE; AUTHORIZING THE CITY  
MANAGER TO EXECUTE THE AGREEMENT;  
PROVIDING PROPER NOTICE & MEETING, AND  
PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Hutto, Texas (“City”) selected Freese and Nichols, Inc. to be included as part of the Transportation and Drainage rotation list; and

**WHEREAS**, the City Council desires to execute a task order with Freese and Nichols, Inc., in the amount of \$110,000 for services related to the Transportation Impact Fee Update; and

**WHEREAS**, the City Council desires to authorize the City Manager to execute a task order with Freese and Nichols, Inc., in the form included in the contract documents and approved by the City Attorney, for the contract price, and within the contract time in accordance with other terms and conditions of the contract documents agreed to by Freese and Nichols, Inc.; and

**WHEREAS**, the City Council authorizes the City Manager to execute any change orders to the contract that are less than \$50,000.00.

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

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

**Section 2:** That the Hutto City Council hereby approves and authorizes the City Manager to execute the Agreement, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

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

**Section 4.** This Resolution shall take effect immediately upon its passage.

**RESOLVED** this 12<sup>th</sup> day of October, 2023.



**ATTEST:**

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Mike Snyder, Mayor

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Angela Lewis, City Secretary

# AGENDA ITEM REPORT

13.13.



**To:** City Council  
**Subject:** Consideration and possible action on Resolution No. R-2023-257 authorizing the City Manager to execute an Individual Project Order (IPO) with SURVEYING AND MAPPING, LLC., in the amount of \$99,886.50, for Surveying Services on the CR 199 Reconstruction project (Matt Rector)  
**Meeting:** Thursday, October 12, 2023  
**Department:** Engineering /  
**Staff Contact:** Matt Rector

## BACKGROUND INFORMATION:

On September 7, 2023 the City Council approved Resolution no. R-2023-200 regarding Rotation List for Surveying and Land Services professional services with four consulting firms as a mechanism for Construction Related Professional Services (engineering/architecture) where the City hires multiple firms based on demonstrated competence and qualifications to perform a general scope of services and makes individual assignments on a rotating basis.

Firms have been assigned projects in the order that they were selected. So, the first contract is assigned to the first consultant, followed by the next and repeats after the last consultant assignment. The cycle then repeats. If a firm is unable or unwilling to execute a project, the next firm in line will then be used. This initial contract would be good for FY 2024. However, there are two one-year extensions possible for each of these firms.

The project objective is to reconstruct a segment of CR 199 starting at FM 1660 S and ending at CR 132 for a total length of approximately 1.07 miles. The project will upgrade the existing 2-lane rural section to the City's major collector street section as shown in the Hutto 2018 Mobility Master Plan, consisting of a 2-lane, urban section with turn lane/median, on-street parking and bicycle and pedestrian accommodations. The work to be performed under this work authorization by SURVEYING AND MAPPING, LLC. will consist primarily of the survey services. The survey evaluation includes identification of right-of-way (ROW), establishing survey control data, providing metes/bound exhibits, etc. along the roadway alignment and assisting in development of recommendations for use in preparing appropriate design and other related construction documents for the proposed project.

The purpose of this item is to award an Individual Project Order (IPO) to SURVEYING AND MAPPING, LLC. as an approved consultant of the City's selected firms on the Surveying and Land Services rotation list.

## SUMMARY OF REQUEST:

# AGENDA ITEM REPORT

13.13.



Approval of resolution as presented

## **STAFF REVIEW:**

Staff recommends approval

## **FISCAL NOTES:**

This project is being funded by the Cottonwood Creek Development Community Benefit Fee Fund with an available balance of \$1,110,866.

Specifically, this item is to be paid from account 41-040-060-6708 with a budget of \$1,100,000 and \$0 encumbrances to date. There are three other IPO's for project T19-2024 CR 199 Reconstruction on tonight's agenda and if all four are approved tonight, there will be \$62,359 of the remaining available budget.

## **ATTACHMENTS:**

1. 20231004 SAM Resolution for CR 199
2. Fee Estimate 23-0B-003\_CR 199\_SAM\_9-22-23
3. SAM\_Austin Standard July 2023
4. CR\_199\_Reconstruction\_Project

**RESOLUTION NO. R-2023-257**

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING A TASK ORDER BETWEEN SURVEYING AND MAPPING, LLC AND THE CITY OF HUTTO IN THE AMOUNT OF \$99,886.50 FOR THE CR 199 RECONSTRUCTION PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE TASK ORDER; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Hutto, Texas (“City”) selected Surveying And Mapping, LLC (SAM) to be included as part of the Survey rotation list; and

**WHEREAS**, the City Council desires to execute a task order with Surveying And Mapping, LLC in the amount of \$99,886.50 for services related to the CR 199 Reconstruction Project; and

**WHEREAS**, the City Council desires to authorize the City Manager to execute a task order with Surveying And Mapping, LLC. in the form included in the contract documents and approved by the City Attorney, for the contract price, and within the contract time in accordance with other terms and conditions of the contract documents agreed to by Surveying And Mapping, LLC.; and

**WHEREAS**, the City Council authorizes the City Manager to execute any change orders to the contract that are less than \$50,000.00.

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

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

**Section 2:** That the Hutto City Council hereby approves and authorizes the City Manager to execute the Task Order, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

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

**Section 4.** This Resolution shall take effect immediately upon its passage.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 12th day of October 2023 on vote of \_\_AYES; \_\_NAYS; \_\_ABSTENTIONS.

**THE CITY OF HUTTO, TEXAS**

\_\_\_\_\_  
Mike Snyder, Mayor

**ATTEST:**

\_\_\_\_\_  
Angela Lewis, City Secretary



## **TASK ORDER #23-008B-003**

### **Proposed SURVEYING & LAND SERVICES ROTATION LIST**

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

1. Background Data
  - a. Effective Date of Task Order #23-008B-003: September 21, 2023
  - b. Owner: City of Hutto
  - c. Vendor: SURVEYING AND MAPPING, LLC

Specific Project (title): CR 199, from FM 1660 South to CR 132 (approximately 1.07 miles)

- 1) Scope of services for Surveying Services will include the following field and office services:

#### **130 – ROW DATA**

From best available Williamson County Appraisal District data, the existing ROW width appears to be approximately 40', and the proposed local street section requires a width of 50'. Additionally, the first 1500' of existing CR 199 runs adjacent to Union Pacific Railroad Company ROW to the north, and the final 4000' of existing CR 199 runs adjacent to two, large undeveloped parcels to the east and north, therefore any ROW acquisition is assumed to be from the seven (7) parcels to the south for the first 1500' and the two (2) parcels to the east and north for the final 4000', for a maximum assumed nine (9) parcels to be acquired for the purposes of scoping.

#### **130.1 PROPOSED ROW AND EASEMENT IDENTIFICATION**

- SAM will identify ROW and/or Easements needed for the proposed improvements.

#### **130.2 RIGHT OF ENTRY AND METES AND BOUNDS SURVEY**

- SAM will identify, prepare, and distribute initial right of entry (ROE) letters to property owners where acquisition is needed. Note: ROE will only be needed for metes and bounds surveys. It is assumed that additional ROE coordination will be coordinated/facilitated by others. Topographic



survey will be collected via aerial collection method for up to nine (9) parcels.

- SAM will prepare metes and bounds survey for up to nine (9) parcels.

**DELIVERABLES:**

- Proposed ROW and Easement data, shown on Draft & Final 30% Geometric Layout (1"=100' roll plot) and 60%, 90%, 100% PS&E
- ROE letters for up to nine (9) parcels
- Metes and bounds survey for up to nine (9) parcels
- Existing utility CAD files, shown on Draft & Final 30% Geometric Layout (1"=100' roll plot) and 60%, 90%, 100% PS&E

**150 - DESIGN AND CONSTRUCTION SURVEYS**

**150.1 DESIGN SURVEY**

- SAM will establish survey control (Up to 3 primary control points) and collect topographic survey the limits of the project plus 100' along each cross street (50' from CR 199 in either direction for: FM 1660 S, Bridges at Cross Creek Blvd, Longbridge Dr and CR 132). All survey information shall be tied to and developed in Grid Coordinates. A Grid to Surface Scale factor will be noted.
- The topographic survey service will include:
  - Cross sections collected to obtain elevations at 50-foot intervals, along with break lines as required, to provide a topographic design file at 1-foot contours.
  - Establishing at least two control points outside of the project area.
  - Locating surface evidence of all utilities, including waterlines, meter boxes, and valve boxes (including elevation of valve nut).
  - Providing wastewater manhole rim, flowline and cleanout information (if accessible).
  - Providing storm sewer infrastructure: stormwater manhole, flowline, inlet and outlet information (if accessible).
  - Locations of physical features that may be affected by construction, including sidewalks (type), driveways (type), roadways, fences (type), walls, signs, mail boxes, planters, sheds, rock outcroppings, curbs (back of curb and lip), and structures within the survey limits.
  - Measuring, identifying and tagging trees 8-inches and larger in diameter with a point number.
  - Preparing a horizontal and vertical control sheet.

- A combination of aerial lidar and conventional ground survey shall be utilized to complete the design survey. The mapping limits shall be 250' wide centered on the existing CR 199.
- SAM will field locate Geotech boring and QL "A" SUE potholes after they have been completed. This includes a maximum of 10 boring locations and 7 potholes. All of these locations are assumed to be in the public ROW.

**DELIVERABLES**

- Survey provided in MicroStation OpenRoads (.dgn) format
- Horizontal and vertical control sheet

2. Fee: NTE \$99,886.50

3. Deadline: This form is to be signed along with any supplementary materials and must be submitted to Matt Rector, City Engineer via email by **9-22-23**, 2023 at 12PM CST.

Point of Contact  
 Matt Rector  
 City Engineer  
[Matt.Rector@HuttoTX.gov](mailto:Matt.Rector@HuttoTX.gov)  
 512-759-4025

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

Vendor agrees to provide the services within this Task Order and Vendor is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order #23-008B-003 is September 21, 2023.

OWNER:

CONSULTANT:  
 Surveying And Mapping, LLC

By:

By:

Print Name:

Print Name: Donald Zdancewicz, RPLS

Title: \_\_\_\_\_ Title: Austin Survey Department Manager

500 W. Live Oak St. | Hutto, Texas 78634  
 512-759-4033 | [www.huttotx.gov](http://www.huttotx.gov)



**ADDENDUM TO TASK ORDER # 23-007B**

**September 28, 2023**

By my signature below, I hereby certify and verify that all the provisions of Master Services Agreement for SUREYING AND MAPPING, INC. Paragraph 18. Miscellaneous Provisions, (i) HB 1295 COMPLIANCE AND NO BOYCOTT PROVISIONS, have been complied with and that the HB 1295 Form is on file with the City Secretary and that I will not Boycott Israel, Energy Companies or Firearm Entities or Trade Associations.

CONSULTANT: SUREYING AND MAPPING, LLC

By:

Robert E. Butler, Jr.

Digitally signed by Robert E. Butler,  
Jr.  
DN: C=US, E=rbutler@sam.biz,  
CN="Robert E. Butler, Jr."  
Date: 2023.10.06 08:34:43-05'00'

Print Name: Robert E. Butler, Jr., RPLS  
Title: Principal/ Chief Operating Officer

ATTACHMENT D  
TIME & MATERIALS PAYMENT BASIS  
SURVEY SERVICES

Project: CR 199 (23-0B-003)  
Proposal Number: 1023080985C

| TASK DESCRIPTION                                    | SENIOR<br>PROJECT<br>MANAGER | PROJECT<br>MANAGER | STAFF<br>SURVEYOR | SENIOR<br>SURVEY<br>TECHNICIAN | SURVEY<br>TECHNICIAN | 2-PERSON<br>SURVEY<br>CREW | 3-PERSON<br>SURVEY<br>CREW | FIELD<br>COORDINATOR | ADMIN/<br>CLERICAL | TOTAL<br>LABOR HRS.<br>& COSTS |
|-----------------------------------------------------|------------------------------|--------------------|-------------------|--------------------------------|----------------------|----------------------------|----------------------------|----------------------|--------------------|--------------------------------|
| ROW SURVEY                                          |                              |                    |                   |                                |                      |                            |                            |                      |                    |                                |
|                                                     |                              |                    |                   |                                |                      |                            |                            |                      |                    |                                |
| Records Research and Deed Study                     |                              | 2                  |                   | 8                              | 20                   |                            |                            |                      |                    | \$3,510.00                     |
| Field Surveys                                       | 1                            | 6                  |                   | 10                             | 16                   | 50                         |                            | 2.5                  |                    | \$13,597.50                    |
| Boundary Analysis                                   | 1                            | 8                  |                   | 12                             | 8                    |                            |                            |                      |                    | \$3,970.00                     |
| Prepare Preliminary ROW Documents (Up to 9 parcels) | 1                            | 8                  |                   | 36                             | 72                   |                            |                            |                      |                    | \$13,890.00                    |
| Right of Entry Coordination (Up to 9 properties)    |                              | 2                  |                   | 1                              | 8                    |                            |                            |                      |                    | \$1,350.00                     |
| Prepare Final ROW Documents (Up to 9 parcels)       | 1                            | 6                  |                   | 8                              | 8                    |                            |                            |                      |                    | \$3,140.00                     |
| Establish ROW Monumentation (Up to 36 iron rods)    | 1                            | 2                  |                   |                                | 8                    | 40                         |                            | 2                    |                    | \$8,950.00                     |
| Locate Geotech borings & SUE potholes               |                              | 1                  |                   |                                | 2                    | 10                         |                            | 0.5                  |                    | \$2,262.50                     |
| SUB-TOTALS                                          | 5                            | 35                 | 0                 | 75                             | 142                  | 100                        | 0                          | 5                    | 0                  | \$50,670.00                    |
|                                                     |                              |                    |                   |                                |                      |                            |                            |                      |                    |                                |
|                                                     |                              |                    |                   |                                |                      |                            |                            |                      |                    |                                |
| HOURS SUB-TOTALS                                    | 5                            | 35                 | 0                 | 75                             | 142                  | 100                        | 0                          | 5                    | 0                  | 362                            |
| CONTRACT RATE PER HOUR                              | \$250.00                     | \$175.00           | \$190.00          | \$120.00                       | \$110.00             | \$180.00                   | \$260.00                   | \$135.00             | \$75.00            |                                |
| TOTAL LABOR COSTS                                   | \$1,250.00                   | \$6,125.00         | \$0.00            | \$9,000.00                     | \$15,620.00          | \$18,000.00                | \$0.00                     | \$675.00             | \$0.00             | \$50,670.00                    |
|                                                     |                              |                    |                   |                                |                      |                            |                            |                      |                    |                                |

|                                       |  |            |           |  |  |  |  |  |  |            |
|---------------------------------------|--|------------|-----------|--|--|--|--|--|--|------------|
|                                       |  |            |           |  |  |  |  |  |  |            |
| OTHER DIRECT EXPENSES                 |  | # OF UNITS | COST/UNIT |  |  |  |  |  |  |            |
| Mileage (number x current state rate) |  | 600        | \$0.930   |  |  |  |  |  |  | \$558.00   |
| GPS Receiver                          |  | 80         | \$10.00   |  |  |  |  |  |  | \$800.00   |
|                                       |  |            |           |  |  |  |  |  |  |            |
| SUBTOTAL DIRECT EXPENSES              |  |            |           |  |  |  |  |  |  | \$1,358.00 |

|                                    |  |             |
|------------------------------------|--|-------------|
| SUMMARY                            |  |             |
|                                    |  |             |
| LABOR COSTS                        |  | \$50,670.00 |
| NON-SALARY (OTHER DIRECT EXPENSES) |  | \$1,358.00  |
| TOTAL SAM SURVEY                   |  | \$52,028.00 |

ATTACHMENT D  
TIME & MATERIALS PAYMENT BASIS  
SURVEY SERVICES

Project: CR 199 (23-0B-003)  
Proposal Number: 1023080985C

| TASK DESCRIPTION                                          | SENIOR<br>PROJECT<br>MANAGER | PROJECT<br>MANAGER | STAFF<br>SURVEYOR | SENIOR<br>SURVEY<br>TECHNICIAN | SURVEY<br>TECHNICIAN | 2-PERSON<br>SURVEY<br>CREW | 3-PERSON<br>SURVEY<br>CREW | FIELD<br>COORDINATOR | ADMIN/<br>CLERICAL | TOTAL<br>LABOR HRS.<br>& COSTS |
|-----------------------------------------------------------|------------------------------|--------------------|-------------------|--------------------------------|----------------------|----------------------------|----------------------------|----------------------|--------------------|--------------------------------|
| DESIGN SURVEY                                             |                              |                    |                   |                                |                      |                            |                            |                      |                    |                                |
| Project Control (3 Primary Points)                        | 1                            | 4                  |                   | 12                             | 20                   | 20                         |                            | 1                    |                    | \$8,325.00                     |
| Aerial Control (5 targets & ground truthing)              | 1                            | 2                  |                   | 4                              | 4                    | 10                         |                            |                      |                    | \$3,320.00                     |
| Locate Drainage Structures & Utilities Including Inverts) | 1                            | 4                  |                   | 12                             | 16                   | 45                         |                            | 2.5                  |                    | \$12,587.50                    |
| Locate Trees 8" & Above                                   | 1                            | 1                  |                   | 2                              | 2                    | 5                          |                            |                      |                    | \$1,785.00                     |
| QA/QC Prepare Final Deliverables                          | 1                            | 4                  |                   | 8                              | 8                    |                            |                            |                      |                    | \$2,790.00                     |
|                                                           |                              |                    |                   |                                |                      |                            |                            |                      |                    | \$0.00                         |
|                                                           |                              |                    |                   |                                |                      |                            |                            |                      |                    | \$0.00                         |
|                                                           |                              |                    |                   |                                |                      |                            |                            |                      |                    | \$0.00                         |
| SUB-TOTALS                                                | 5                            | 15                 | 0                 | 38                             | 50                   | 80                         | 0                          | 3.5                  | 0                  | \$28,807.50                    |
|                                                           |                              |                    |                   |                                |                      |                            |                            |                      |                    |                                |
| HOURS SUB-TOTALS                                          | 5                            | 15                 | 0                 | 38                             | 50                   | 80                         | 0                          | 3.5                  | 0                  | 191.5                          |
| CONTRACT RATE PER HOUR                                    | \$250.00                     | \$175.00           | \$190.00          | \$120.00                       | \$110.00             | \$180.00                   | \$195.00                   | \$135.00             | \$75.00            |                                |
| TOTAL LABOR COSTS                                         | \$1,250.00                   | \$2,625.00         | \$0.00            | \$4,560.00                     | \$5,500.00           | \$14,400.00                | \$0.00                     | \$472.50             | \$0.00             | \$28,807.50                    |
|                                                           |                              |                    |                   |                                |                      |                            |                            |                      |                    |                                |

|                                       |  |            |           |  |  |  |  |  |  |            |
|---------------------------------------|--|------------|-----------|--|--|--|--|--|--|------------|
|                                       |  |            |           |  |  |  |  |  |  |            |
| OTHER DIRECT EXPENSES                 |  | # OF UNITS | COST/UNIT |  |  |  |  |  |  |            |
| Mileage (number x current state rate) |  | 650        | \$0.930   |  |  |  |  |  |  | \$604.50   |
| GPS Receiver                          |  | 75         | \$10.00   |  |  |  |  |  |  | \$750.00   |
| Primary Control Monuments             |  | 3          | \$50.00   |  |  |  |  |  |  | \$150.00   |
|                                       |  |            |           |  |  |  |  |  |  | \$0.00     |
| SUBTOTAL DIRECT EXPENSES              |  |            |           |  |  |  |  |  |  | \$1,504.50 |

|                                    |  |             |
|------------------------------------|--|-------------|
| SUMMARY                            |  |             |
| LABOR COSTS                        |  | \$28,807.50 |
| NON-SALARY (OTHER DIRECT EXPENSES) |  | \$1,504.50  |
| TOTAL SAM SURVEY                   |  | \$30,312.00 |

ATTACHMENT D  
TIME & MATERIALS PAYMENT BASIS  
SURVEY SERVICES

Project: CR 199 (23-0B-003)  
Proposal Number: 1023080985C

| TASK DESCRIPTION       | OPERATIONS<br>MANAGER | SENIOR<br>PROJECT<br>MANAGER | ACQUISITION<br>MANAGER | PROJECT<br>MANAGER | PROJECT LEAD<br>SR. OFFICE<br>TECHNICIAN | TWO (2)<br>PERSON<br>UAS GEO CREW | PHOTOGRAMMETRIST<br>SENSOR<br>OPERATOR | ACQUISITION<br>AERIAL TRIANGULATION<br>TECHNICIAN | LIDAR<br>GIS TECHNICIAN | FIELD<br>COORDINATOR | ADMINISTRATION<br>CLERIAL SUPPORT | TOTAL<br>LABOR HRS.<br>& COSTS |
|------------------------|-----------------------|------------------------------|------------------------|--------------------|------------------------------------------|-----------------------------------|----------------------------------------|---------------------------------------------------|-------------------------|----------------------|-----------------------------------|--------------------------------|
| AERIAL LIDAR           |                       |                              |                        |                    |                                          |                                   |                                        |                                                   |                         |                      |                                   |                                |
| Acquisition            | 0.25                  |                              | 2                      |                    |                                          | 10                                |                                        |                                                   |                         | 8                    |                                   | \$3,431.25                     |
| Calibration            | 0.25                  | 0.5                          |                        | 1                  | 2                                        |                                   |                                        | 30                                                |                         |                      |                                   | \$4,138.75                     |
| Extraction             | 0.25                  | 1                            |                        | 5                  | 8                                        |                                   |                                        |                                                   | 42                      |                      |                                   | \$6,651.25                     |
| Orthophotography       | 0.25                  | 0.5                          |                        | 1                  |                                          |                                   | 2                                      |                                                   | 8                       |                      |                                   | \$1,478.75                     |
|                        |                       |                              |                        |                    |                                          |                                   |                                        |                                                   |                         |                      |                                   | \$0.00                         |
|                        |                       |                              |                        |                    |                                          |                                   |                                        |                                                   |                         |                      |                                   | \$0.00                         |
|                        |                       |                              |                        |                    |                                          |                                   |                                        |                                                   |                         |                      |                                   | \$0.00                         |
|                        |                       |                              |                        |                    |                                          |                                   |                                        |                                                   |                         |                      |                                   | \$0.00                         |
| SUB-TOTALS             | 1                     | 2                            | 2                      | 7                  | 10                                       | 10                                | 2                                      | 30                                                | 50                      | 8                    | 0                                 | \$15,700.00                    |
|                        |                       |                              |                        |                    |                                          |                                   |                                        |                                                   |                         |                      |                                   |                                |
| HOURS SUB-TOTALS       | 1                     | 2                            | 2                      | 7                  | 10                                       | 10                                | 2                                      | 30                                                | 50                      | 8                    | 0                                 | 122                            |
| CONTRACT RATE PER HOUR | \$325.00              | \$265.00                     | \$220.00               | \$205.00           | \$135.00                                 | \$215.00                          | \$130.00                               | \$115.00                                          | \$100.00                | \$95.00              | \$120.00                          |                                |
| TOTAL LABOR COSTS      | \$325.00              | \$530.00                     | \$440.00               | \$1,435.00         | \$1,350.00                               | \$2,150.00                        | \$260.00                               | \$3,450.00                                        | \$5,000.00              | \$760.00             | \$0.00                            | \$15,700.00                    |
|                        |                       |                              |                        |                    |                                          |                                   |                                        |                                                   |                         |                      |                                   |                                |

|                                                       |  |            |           |  |  |  |  |  |  |  |  |            |
|-------------------------------------------------------|--|------------|-----------|--|--|--|--|--|--|--|--|------------|
|                                                       |  |            |           |  |  |  |  |  |  |  |  |            |
| OTHER DIRECT EXPENSES                                 |  | # OF UNITS | COST/UNIT |  |  |  |  |  |  |  |  |            |
| Mileage (number x current state rate)                 |  | 50         | \$0.930   |  |  |  |  |  |  |  |  | \$46.50    |
| UAS Alta-X/Galaxy/Skyfront Heavy Lift w/ LiDAR Tier 3 |  | 6          | \$300.00  |  |  |  |  |  |  |  |  | \$1,800.00 |
|                                                       |  |            |           |  |  |  |  |  |  |  |  | \$0.00     |
|                                                       |  |            |           |  |  |  |  |  |  |  |  | \$0.00     |
| SUBTOTAL DIRECT EXPENSES                              |  |            |           |  |  |  |  |  |  |  |  | \$1,846.50 |

|                                    |  |             |
|------------------------------------|--|-------------|
| SUMMARY                            |  |             |
| LABOR COSTS                        |  | \$15,700.00 |
| NON-SALARY (OTHER DIRECT EXPENSES) |  | \$1,846.50  |
| TOTAL SAM SURVEY                   |  | \$17,546.50 |



*STANDARD RATE SCHEDULE  
AUSTIN 2023*

Effective July 2023

**SURVEY OFFICE PERSONNEL RATES:**

|                                   |                   |
|-----------------------------------|-------------------|
| Office / Department Manager       | \$300.00 per hour |
| Senior Project Manager            | \$250.00 per hour |
| Project Manager                   | \$175.00 per hour |
| Staff Surveyor                    | \$190.00 per hour |
| Phase Manager                     | \$155.00 per hour |
| Project Coordinator               | \$145.00 per hour |
| Senior Office Technician          | \$120.00 per hour |
| Office Technician III             | \$115.00 per hour |
| Office Technician II              | \$110.00 per hour |
| Office Technician I               | \$105.00 per hour |
| Project Specialist                | \$110.00 per hour |
| Administration / Clerical Support | \$105.00 per hour |

**SURVEY FIELD CREW RATES:**

|                                    |                   |
|------------------------------------|-------------------|
| Field Ops Manager                  | \$190.00 per hour |
| Field Coordinator / Supervisor     | \$135.00 per hour |
| One (1) Person Survey Field Crew   | \$135.00 per hour |
| Two (2) Person Survey Field Crew   | \$180.00 per hour |
| Three (3) Person Survey Field Crew | \$260.00 per hour |
| Additional Rodperson or Flagperson | \$80.00 per hour  |

**UTILITY ENGINEERING OFFICE PERSONNEL RATES:**

|                                   |                   |
|-----------------------------------|-------------------|
| Office / Department Manager       | \$300.00 per hour |
| Senior Project Manager            | \$250.00 per hour |
| Project Manager / Senior Engineer | \$215.00 per hour |
| Staff Engineer                    | \$165.00 per hour |
| Phase Manager                     | \$145.00 per hour |
| Senior Office Technician          | \$135.00 per hour |
| Office Technician III             | \$125.00 per hour |
| Office Technician II              | \$120.00 per hour |
| Office Technician I               | \$115.00 per hour |
| Project Specialist                | \$110.00 per hour |
| Administration/Clerical Support   | \$105.00 per hour |

**UTILITY ENGINEERING FIELD CREW RATES:**

|                                |                   |
|--------------------------------|-------------------|
| Field Ops Manager              | \$210.00 per hour |
| Field Coordinator / Supervisor | \$135.00 per hour |
| Field Technician III           | \$120.00 per hour |
| Field Technician II            | \$115.00 per hour |
| Field Technician I             | \$110.00 per hour |

*STANDARD RATE SCHEDULE  
AUSTIN 2023*

Effective July 2023

**UTILITY COORDINATION OFFICE PERSONNEL RATES:**

|                                   |                   |
|-----------------------------------|-------------------|
| Office / Department Manager       | \$300.00 per hour |
| Project Manager / UC Manager      | \$250.00 per hour |
| Senior Utility Coordinator        | \$245.00 per hour |
| Utility Coordinator III           | \$130.00 per hour |
| Utility Coordinator II            | \$120.00 per hour |
| Utility Coordinator I             | \$110.00 per hour |
| Project Specialist                | \$110.00 per hour |
| Administration / Clerical Support | \$105.00 per hour |

**UTILITY COORDINATION FIELD CREW RATES:**

|                                                   |                   |
|---------------------------------------------------|-------------------|
| Senior Utility Construction Engineering Inspector | \$150.00 per hour |
| Utility Construction Engineering Inspector III    | \$120.00 per hour |
| Utility Construction Engineering Inspector II     | \$120.00 per hour |
| Utility Construction Engineering Inspector I      | \$120.00 per hour |

**FIBER ENGINEERING PERSONNEL RATES:**

|                                   |                   |
|-----------------------------------|-------------------|
| Office / Department Manager       | \$300.00 per hour |
| Senior Project Manager            | \$250.00 per hour |
| Project Manager                   | \$215.00 per hour |
| Phase Manager                     | \$150.00 per hour |
| OSP Engineer III                  | \$135.00 per hour |
| OSP Engineer II                   | \$125.00 per hour |
| OSP Engineer I                    | \$125.00 per hour |
| Drafter                           | \$100.00 per hour |
| Project Specialist                | \$110.00 per hour |
| Administration / Clerical Support | \$105.00 per hour |

**FIBER ENGINEERING FIELD CREW RATES:**

|                      |                   |
|----------------------|-------------------|
| Fielder              | \$105.00 per hour |
| OSP Inspector        | \$105.00 per hour |
| Senior OSP Inspector | \$140.00 per hour |

**GEOSPATIAL OFFICE PERSONNEL RATES:**

|                                                                     |                   |
|---------------------------------------------------------------------|-------------------|
| Director / Operations Manager                                       | \$325.00 per hour |
| Senior Project Manager                                              | \$265.00 per hour |
| Acquisition Manager                                                 | \$220.00 per hour |
| Project Manager                                                     | \$205.00 per hour |
| Aircraft Pilot                                                      | \$205.00 per hour |
| UAS Pilot                                                           | \$110.00 per hour |
| Project Lead / Sr. Office Technician / Sensor Op Lead (SR Tech 3)   | \$135.00 per hour |
| Two (2) Person UAS Geo Crew – Unmanned Pilot & Observer             | \$215.00 per hour |
| Two (2) Person UAS Survey Crew – Unmanned Pilot & Observer          | \$155.00 per hour |
| Three (3) Person UAS Crew – Unmanned Pilot & 2 Observers            | \$350.00 per hour |
| Photogrammetrist / Project Lead /sensor operator (Tech3)            | \$130.00 per hour |
| Acquisition / Calibration / Aerial Triangulation Technician (Tech2) | \$115.00 per hour |
| LiDAR / Photogrammetry/GIS Technician (Tech1)                       | \$100.00 per hour |

*STANDARD RATE SCHEDULE  
AUSTIN 2023*

Effective July 2023

**GIS OFFICE PERSONNEL RATES:**

|                                   |                   |
|-----------------------------------|-------------------|
| Director / Operations Manager     | \$215.00 per hour |
| Senior Project Manager            | \$160.00 per hour |
| Project Manager                   | \$140.00 per hour |
| GIS Office Technician 1           | \$80.00 per hour  |
| GIS Office Technician 2           | \$100.00 per hour |
| Field Coordinator                 | \$95.00 per hour  |
| GIS Field Technician              | \$80.00 per hour  |
| IT / Web Administrator            | \$160.00 per hour |
| Programmer                        | \$125.00 per hour |
| Administration / Clerical Support | \$120.00 per hour |

**SURVEY EQUIPMENT RATES:**

|                                              |                   |
|----------------------------------------------|-------------------|
| GPS Receiver                                 | \$10.00 per hour  |
| Robotic Total Station S-7                    | \$20.00 per hour  |
| Robotic Total Station S-9                    | \$20.00 per hour  |
| SX-10                                        | \$35.00 per hour  |
| Tier 1 HDS Scanner (BLK360 & Faro)           | \$33.00 per hour  |
| Tier 2 HDS Scanner RTC 360                   | \$60.00 per hour  |
| Tier 3 HDS Scanner Leica P20, P40, P50       | \$312.00 per hour |
| Digital Level                                | \$5.00 per hour   |
| UTV                                          | \$25.00 per hour  |
| Aluminum Boat                                | \$15.00 per hour  |
| Echo Sounder –Remote Controlled Boat         | \$25.00 per hour  |
| Echo Sounder-Sonarmite                       | \$9.25 per hour   |
| VM810 Survey                                 | \$5.75 per hour   |
| RD8000 Survey                                | \$11.50 per hour  |
| IKE-IKE4                                     | \$30.00 per hour  |
| Tool Tracking Equipment (Hans Box & Traxall) | \$5.00 per hour   |
| SPAR 300 Kit                                 | \$5.00 per hour   |
| Weather Station                              | \$6.00 per hour   |

**UTILITY ENGINEERING EQUIPMENT RATES:**

|                                                        |                   |
|--------------------------------------------------------|-------------------|
| GPS Receiver                                           | \$10.00 per hour  |
| Robotic Total Station S-7                              | \$20.00 per hour  |
| Robotic Total Station S-9                              | \$20.00 per hour  |
| SX-10                                                  | \$35.00 per hour  |
| Digital Level                                          | \$5.00 per hour   |
| UTV                                                    | \$25.00 per hour  |
| SPAR 300 Kit                                           | \$5.00 per hour   |
| Vacuum Excavator Truck (Standard)                      | \$100.00 per hour |
| Vacuum Excavator Truck (Hybrid)                        | \$150.00 per hour |
| Vacuum Excavator Towed Trailer                         | \$60.00 per hour  |
| Vacuum Excavator (Canister)                            | \$5.00 per hour   |
| Single Axle Trailer (Compressor/Generator-Towed) IR185 | \$17.00 per hour  |
| Magnetometer (EM-61)                                   | \$90.00 per hour  |
| SUE Equipment Package                                  | \$8.00 per hour   |

STANDARD RATE SCHEDULE  
AUSTIN 2023

Effective July 2023

|                                          |                   |
|------------------------------------------|-------------------|
| Ground Penetrating Radar (GPR-Push Cart) | \$12.50 per hour  |
| GPR Towed (Raptor Towed Array)           | \$350.00 per hour |
| Confined Space Entry Package (CSE)       | \$13.00 per hour  |
| All Material Locator (AML PRO)           | \$20.00 per hour  |

**FIBER ENGINEERING EQUIPMENT RATES:**

|                                     |                  |
|-------------------------------------|------------------|
| Fiber Engineering Equipment Package | \$13.50 per hour |
|-------------------------------------|------------------|

**GEOSPATIAL EQUIPMENT RATES:**

|                                                                     |                                   |
|---------------------------------------------------------------------|-----------------------------------|
| Riegl VQ 1560II                                                     | \$1,300.00 per hour               |
| Riegl 480II or 780I                                                 | \$1,000.00 per hour               |
| Mobile Mapping System, includes 360° Camera System (Equipment Only) | \$1,000.00 per hour               |
| Mobile Mapping Equipment Stand-by Fee (Equipment Only)              | \$200.00 per hour                 |
| HDS Laser Scanner                                                   | \$100.00 per hour                 |
| High Rail Equipped Vehicle                                          | \$10.00 per hour                  |
| Weather Station                                                     | \$10.00 per hour                  |
| FLIR Corona 350 with a Quad Camera Gimbal System                    | \$300.00 per hour                 |
| Oblique HD Camera System – Manned Aircraft                          | \$30.00 per hour                  |
| Video Camera System – Manned Aircraft                               | \$5.00 per hour                   |
| 360° Camera System – Terrestrial or Marine Stand Alone              | \$100.00 per hour                 |
| Helicopter (Turbine Engine Powered)                                 | \$1,450.00 per hour               |
| Helicopter (Reciprocal Engine Powered)                              | \$850.00 per hour                 |
| Fixed Wing Twin Engine (Piston)                                     | \$1,300.00 per hour               |
| Fixed Wing Single Engine (Piston)                                   | \$750.00 per hour                 |
| Fixed Wing Single Engine (Turbine)                                  | \$1,400.00 per hour               |
| UAS Autel Devon2 / Mavic / Phantom/ Small Lift TIER 1               | \$50.00 per hour                  |
| UAS Alta-X / Galaxy / SkyFront Heavy Lift w/ LiDAR TIER 3           | \$300.00 per hour                 |
| UAS M600 type Inspection Platform TIER 2                            | \$75.00 per hour                  |
| Handheld DSLR Camera                                                | \$50.00 per hour                  |
| GPS Receiver (Unmanned)                                             | \$10.00 per hour/\$100.00 per day |
| Geospatial Work Station                                             | \$15.00 per hour                  |
| VRS Network                                                         | \$4.20 per hour                   |
| UTV                                                                 | \$10.00 per hour                  |
| Additional Vehicle                                                  | \$10.00 per hour                  |
| Total Station                                                       | \$2.85 per hour                   |
| SL RAT                                                              | \$20.00 per hour                  |
| IKE                                                                 | \$28.00 per hour                  |

**Geospatial Equipment Fees:**

Manned Aircraft fees are incurred at the per hour rate for mobilization and acquisition with point of origin, Austin, Texas.

*STANDARD RATE SCHEDULE  
AUSTIN 2023*

Effective July 2023

**OTHER DIRECT RATES:**

|                                   |                  |
|-----------------------------------|------------------|
| Lodging/Per Diem*                 | GSA              |
| Mileage                           | \$0.93 per mile  |
| Additional Vehicle (plus mileage) | \$20.00 per hour |
| Environmental Supplies            | \$25.00 per day  |
| Recording Fees                    | At Cost plus 10% |
| Permitting Fees                   | At Cost plus 10% |
| Third-Party Traffic Control       | At Cost plus 10% |
| Metered Water                     | At Cost plus 10% |
| Backfill Material                 | At Cost plus 10% |
| Spoils Disposal                   | At Cost plus 10% |
| Coring                            | At Cost plus 10% |
| Document Reproduction             | At Cost plus 10% |
| Records Collection Fees           | At Cost plus 10% |
| All other services not described  | At Cost plus 10% |

**NOTES:**

\*Per Diem based on GSA rates and may change depending on location and availability of accommodations. This is a general practice and used for estimating purposes.

*All holiday, travel, per diem, etc., and all additional items not listed herein shall only be permitted where approved by Company in writing and in advance for any particular project.*

**Overtime Rates:**

The Overtime Rate for Field Survey Personnel shall be computed at 1.5 times the hourly rate in excess of 8 hours per day. The Overtime Rate for Office Survey Personnel shall be computed at 1.5 times the hourly rate in excess of 8 hours per day.

**Travel & Subsistence:**

All travel and subsistence expenses for personnel are invoiced at GSA Rates or as allowed by the Client contract. Cost of mileage on company-owned vehicles is computed at \$0.93 cents per mile.

**Purchased Services:**

All purchase services are invoiced at actual cost plus ten percent (10%) administrative fee. These include but are not limited to reproduction, computer time, long distance telephone, consultants, subcontract services, rented or leased equipment, expendable supplies, and project required special supplies.

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*STANDARD RATE SCHEDULE  
AUSTIN 2023*

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Effective July 2023

**Taxes:**

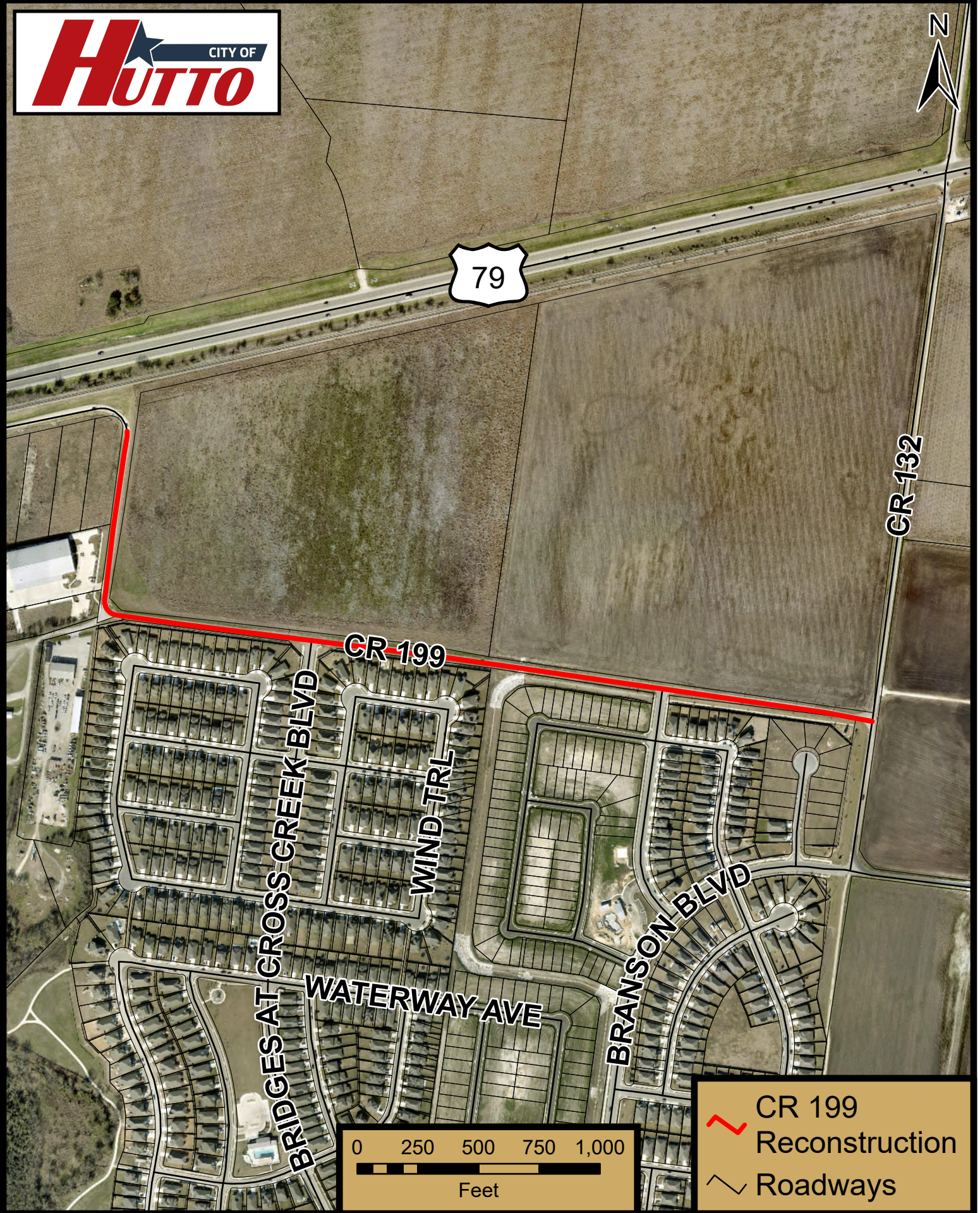
Any state/local sales tax or gross receipts tax, if applicable to the services provided, are in addition to the hourly rates and will be applied on the invoice for services.

**Labor Rate Adjustment:**

The Schedule of Rates will remain in force for a six (6) month period from the effective date of utilization and subject to an escalation on each “six (6) month anniversary date” unless otherwise agreed to by Client contract. The escalation rate shall be the most recent 6-month Employment Cost Index (ECI) as published by the United States Department of Labor (DOL), Bureau of Labor Statistics. In no event shall the next six (6) month Schedule of Rates be less than the prior period.



# CR 199 Reconstruction Project



79

CR 132

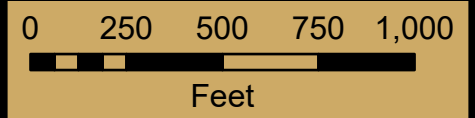
CR 199

BRIDGES AT CROSS CREEK BLVD

WIND TRL

WATERWAY AVE

BRANSON BLVD



CR 199  
Reconstruction

Roadways



# AGENDA ITEM REPORT

13.14.



**To:** City Council  
**Subject:** Consideration and possible action on Resolution No. R-2023-261 authorizing the City Manager to execute an Individual Project Order (IPO) with Cobb Fendley and Associates, Inc. in the amount of \$86,108 for the CR 199 Reconstruction project (Matt Rector)  
**Meeting:** Thursday, October 12, 2023  
**Department:** Engineering /  
**Staff Contact:** Matt Rector

## BACKGROUND INFORMATION:

On September 7, 2023 the City Council approved Resolution no. R-2023-200 regarding Rotation List for Surveying and Land Surdives professional services with four consulting firms as a mechanism for Construction Related Professional Services (engineering/architecture) where the City hires multiple firms based on demonstrated competence and qualifications to perform a general scope of services and makes individual assignments on a rotating basis.

Firms have been assigned projects in the order that they were selected. So, the first contract is assigned to the first consultant, followed by the next and repeats after the last consultant assignment. The cycle then repeats. If a firm is unable or unwilling to execute a project, the next firm in line will then be used. This initial contract would be good for FY 2024. However, there are two one-year extensions possible for each of these firms.

The project objective is to reconstruct a segment of CR 199 starting FM 1660 S and ending at CR 132 for a total length of approximately 1.07 miles. The project will upgrade the existing 2-lane rural, section to the City's major collector street section as shown in the Hutto 2018 Mobility Master Plan, consisting of a 2- lane, urban section with turn lane/median, on-street parking and bicycle and pedestrian accommodations. The work to be performed under this work authorization by Braun Intertec, Inc. will consist primarily of the geotechnical and construction phase services. CobbFendley will provide Subsurface Utility Engineering (SUE) and Utility Coordination (UC) Services along County Road 199. The purpose of this SUE investigation is to assist in determining the location and depth of buried utilities in the area identified by the highlighted areas below. It is anticipated this can be accomplished by 2000 linear ft of SUE Level B and 15 Level A test holes.

The purpose of this item is to award an Individual Project Order (IPO) to Cobb Fendley and Associates, Inc. as an approved consultant of the City's selected firms on the Surveying and Land Services rotation list.

## SUMMARY OF REQUEST:

# AGENDA ITEM REPORT

13.14.



Approval of resolution as presented

## **STAFF REVIEW:**

Staff recommends approval

## **FISCAL NOTES:**

This project is being funded by the Cottonwood Creek Development Community Benefit Fee Fund with an available balance of \$1,110,866.

Specifically, this item is to be paid from account 41-040-060-6708 with a budget of \$1,100,000 and \$0 encumbrances to date. There are three other IPO's for project T19-2024 CR 199 Reconstruction on tonight's agenda and if all four are approved tonight, there will be \$62,359 of the remaining available budget.

## **ATTACHMENTS:**

1. City of Hutto - CR 199 Reconstruction-09-27-23
2. IPO Cover\_CobbFendley.09.27.23\_CR-199-Reconstruction
3. CR\_199\_Reconstruction\_Project
4. 20230928 Cobb Fendley Associates Resolution for CR 199

September 27, 2023

Ms. Patricia A. Davis, MSCE, P.E., LGPP  
City of Hutto  
500 W. Live Oak Street  
Hutto, Texas 78634  
EMAIL: [Patricia.Davis@HuttoTx.gov](mailto:Patricia.Davis@HuttoTx.gov)

Re: **Proposal for Professional Services – CR 199 RECONSTRUCTION**

Ms. Davis:

Cobb, Fendley & Associates, Inc. (“CobbFendley”) is pleased to propose professional services to the City of Hutto (“Client”) in connection with the **CR 199 Reconstruction project, from FM 1660 S to CR 132 (approximately 1.07 miles) in Hutto, Texas.**

CobbFendley understands this project will provide Subsurface Utility Engineering (SUE) and Utility Coordination (UC) Services along County Road 199 between FM 1660 South and County Road 132. CobbFendley proposes to perform the following services associated with the project.

Please find attached the SUE Scope of Services (Attachment 1), UC Scope of Services (Attachment 2) and Basis of Compensation, Assumptions (Attachment 3). The attached Scope of Services, Fee and Assumptions and the General Terms and Conditions of the Authorization for Professional Services constitutes part of this agreement.

**The terms of this proposal are in accordance with the Master Services Agreement between the City of Hutto and CobbFendley MSA 23-08A and constitutes part of this agreement.**

September 27, 2023

Page 2 of 11

The opportunity to propose professional surveying services to the City of Hutto is appreciated and we look forward to working on this project with you.

Sincerely,

**COBB, FENDLEY & ASSOCIATES, INC.**

Signature of Authorized Representative

Type or Print: Dan Warth

Title: Executive Vice President

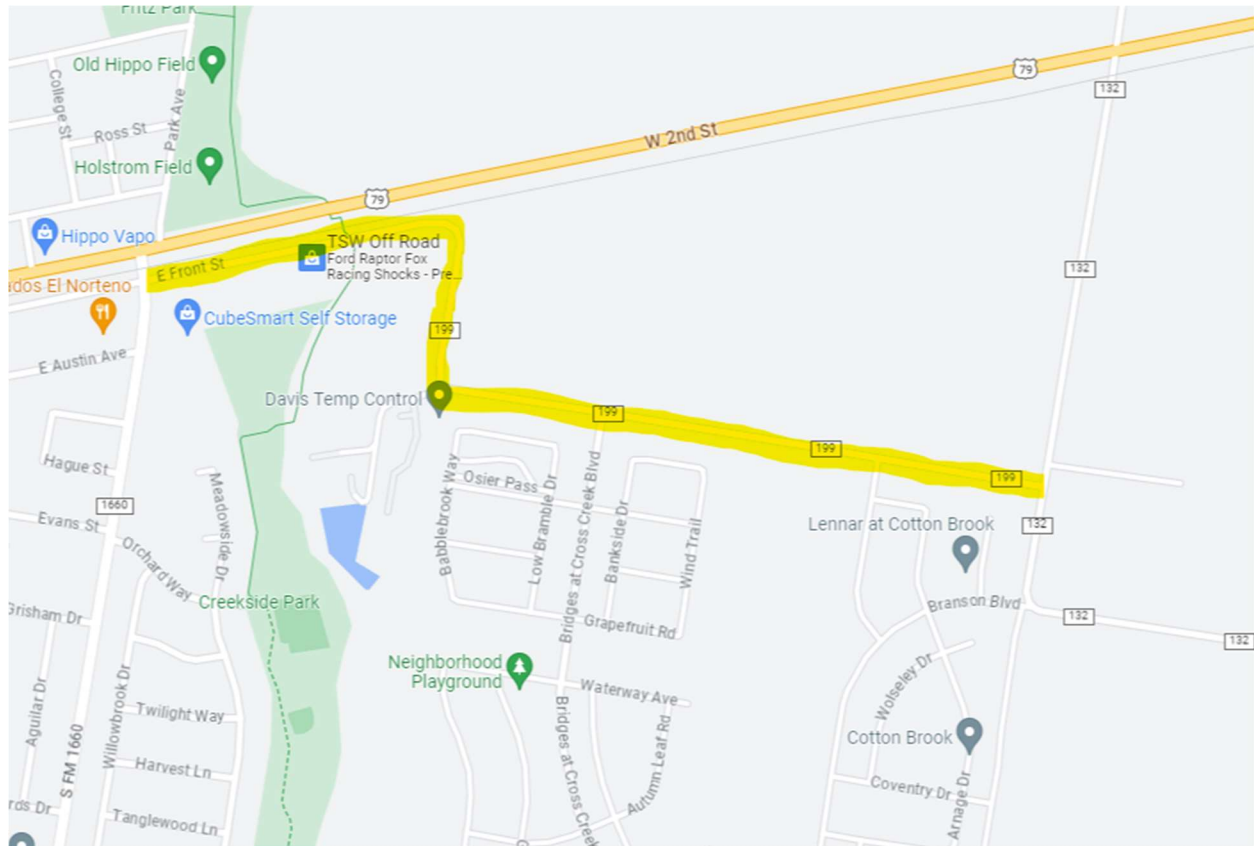
Signature: 

Date: 9/21/2023

## **Attachment 1**

### **SUE - Scope of Scope**

The purpose of this SUE investigation is to assist in determining the location and depth of buried utilities in the area identified by the highlighted areas below. It is anticipated this can be accomplished by 2000 linear ft of SUE Level B and 7 Level A test holes



When performing this type of work CobbFendley typically follows ASCE 38-02 "The Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data"- see below.

Utility Quality Levels are defined in cumulative order (least to greatest):

Quality Level D - Existing Records: Utilities are plotted from review of available existing records

Quality Level C - Surface Visible Feature Survey: Quality Level "D" information from existing records is correlated with surveyed surface-visible features.

Quality Level B - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications may be referenced to established survey control. Additional description of services, methodology and equipment is below.



Quality Level A - Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility/environment data.

It is anticipated that CobbFendley will provide SUE Level D, C, B and SUE Level A vacuum test holes for this project.

#### **Utility Records Research & Surface Feature Survey (SUE Quality Level C/D)**

- 1) Coordinate with Client to schedule work. Client will provide permission or permits to perform work on site, or right of entry to property and any utility easements. CobbFendley will provide QL "C"/"D" SUE services for the limits of the project plus 100' along each cross street (50' from CR 199 in either direction for: FM 1660 S, Bridges at Cross Creek Blvd, Longbridge Dr and CR 132).
- 2) CobbFendley will contact local municipalities, counties, utilities, pipeline operators, Texas Railroad Commission, to request available maps/records/as-builts and information. Client will provide as-builts for utilities that they have gathered or received. Client will provide existing project area topographic survey CAD files, as well as any project design files needing depiction on the SUE final deliverables.
- 3) It is anticipated the Level D utilities will include: potable water, reclaimed water, chilled water, natural gas/crude oil/refined product pipelines, communication duct banks, fiber optic, cable television, telephone, and electric. CobbFendley will provide an overall overhead utility layout, but will not inventory all of overhead facilities. Irrigation lines and service lines are excluded from this scope of work.
- 4) Survey of utility surface features will be performed by others and provided to CobbFendley to assist in providing Quality Level C
- 5) CobbFendley deliverable will be a composite utility layout providing SUE Level D and where possible SUE Level C utility locations

#### **Designate (Quality Level B)**

CobbFendley will perform SUE Level B to support Level A test hole work (see Level A scope below) along the project corridor. Client will determine which utilities and locations require Level A. Level B will be performed as follows:

- 1) Coordinate with Client to schedule work. Client will provide permission to work on site and provide right of access to private streets or easements where utilities may be present. It is anticipated that Level B will not be conducted in the Railroad RoW. Work on Railroad property can be provided for additional cost
- 2) CobbFendley will designate (means to record and mark) the horizontal location of the existing tone-able, or otherwise designatable utilities, in the immediate vicinity of each test hole. These utilities will be investigated using non-destructive surface geophysical techniques. Tone-able utilities are typically utilities that are conductive, or internally accessible with a traceable fish tape or sonde. Water and communication vaults can be investigated from above ground. Confined space entry for vaults or sanitary sewer manholes is not anticipated.
- 3) If internally accessible (e.g. via a cleanout or drain inlet) nonconductive lines can often be traced out with a fish tape or sonde. Blocked sanitary lines may therefore not be designatable. Under ideal circumstances nonconductive buried lines may also be investigated with Ground Penetrating Radar (GPR). It is anticipated that GPR may be required to identify the location of water lines if they are non conductive. Soil conditions

in Texas may not be suitable for GPR. CobbFendley has had success using GPR for SUE work, but non-conductive features can remain undetected.

- 4) Field work to provide detail inventory of overhead utilities is not included in this scope of work. Culverts and drainage ditches are not considered utilities and as such they are not included in the SUE scope. Irrigation is not included. Storm drain manholes and sanitary sewer manholes are included if test holes are required on a sewer or storm line.
- 5) A non-water base paint, utilizing the APWA color code scheme will be used on surface markings of underground features. CobbFendley will provide a field sketch of designated utilities.
- 6) Survey of SUE field markings and above ground utility features will be performed by others.
- 7) Correlate utility records with designating field work and resolve discrepancies using professional judgment.

### **SUE Quality Level A Test Holes**

CobbFendley will complete utility test holes to determine the vertical locations of existing utilities. To efficiently excavate the utilities in question, CobbFendley will first identify the horizontal position of the target lines (see Level B designating techniques above), then excavate those locations using vacuum excavation. Utility test holes can be completed as follows. Up to 15 test holes are anticipated to obtain depth and elevation information on buried utilities.

- 1) Coordinate with Client to schedule work. Client will provide permission to be onsite. Test hole locations are assumed to be accessible; no matting, grading or clearing is required. Client will provide any permits to work in the Right of Way or access to utility easements, private streets and private property. Work in the Railroad Right of Way is not anticipated. It is assumed vacuum excavation trucks can park on site, but where work in the road is needed, traffic control lane closures will be required. Estimated traffic control costs are included.
- 2) Comply with regulations, and policies for the prevention of underground utility damage (i.e., one-call system).
- 3) Review utility record information provided by Client. Client will determine where proposed test holes are required. CobbFendley will use Level B to designate the target utility in the immediate vicinity of proposed test hole location.
- 4) It is assumed that some test holes will be in the road surface. It is anticipated pavement cutting, jack hammering or coring is required. CobbFendley accepts no responsibility for contaminated soils should they be encountered during excavation. CobbFendley does not take ownership of any excavated material.
- 5) Expose utilities using non-destructive vacuum excavation. Measure and record the depth of the utility at critical locations; and where possible record utility size, utility material, utility condition and type of soil around the utility as well as pavement type and thickness. Backfill the hole and compact in lifts.
- 6) Holes will be road surface will be repaired with asphalt or concrete patch. No specialist backfill, or specialist pavement repair is anticipated. If required, flowable fill or special surface restoration will be an additional cost.
- 7) Survey of utility test holes and adjacent Level B will be performed by others.
- 8) CobbFendley deliverable will be will field data sheets for the Test Holes summarizing the findings.

### **SUE Limitations**

Above ground geophysical techniques cannot guarantee to find all buried utility lines. CobbFendley will perform subsurface utility engineering in accordance with ASCE 38/02 Standard Guidelines for the Collection and Depiction of Subsurface Utility Data. Cobb, Fendley and Associates, Inc. will exercise all reasonable and customary care in the performance of SUE and Survey services, realizing efficient design and ultimately the safety of all personnel is a prime consideration in the detection and mapping of subsurface utility features which may be in conflict with proposed construction. However, a possibility exists that some utilities may not be detected and/or mapped using standard SUE procedures previously described. While uncommon, utilities possessing these characteristics can be missed while using the standard SUE procedures: utilities buried excessively deep, beyond detection limits of standard locating equipment, abandoned utilities, utilities with no apparent surface features and no records available, non-conductive utilities, and utilities buried in soil unsuitable for geophysical detection. Contractor shall call One Call before excavating as required by Texas Law.

### **Basis of Compensation**

The above scope of services can be provide using the rates below:

Level D/C Record Research and Level B, as described above, including: field work, CAD, QAQC and management

| <b>Level C &amp; D Services. Sufficient Level B to support 7 test holes</b> | <b>Rate</b> | <b>Unit</b> | <b>Quantity</b> | <b>Sub-Total</b>   |
|-----------------------------------------------------------------------------|-------------|-------------|-----------------|--------------------|
| Project Manager                                                             | \$250.00    | Hour        | 8               | \$2,000.00         |
| Professional Engineer                                                       | \$199.00    | Hour        | 3               | \$597.00           |
| Utility Specialist/Coordinator                                              | \$158.00    | Hour        | 18              | \$2,844.00         |
| Administrative                                                              | \$119.00    | Hour        | 2               | \$238.00           |
| CADD                                                                        | \$121.00    | Hour        | 20              | \$2,420.00         |
| SUE Tech II                                                                 | \$102.00    | Hour        | 20              | \$2,040.00         |
| SUE Tech III                                                                | \$121.00    | Hour        | 20              | \$2,420.00         |
| Field supplies                                                              | \$14.00     | day         | 2               | \$28.00            |
| Survey Crew (2-man)                                                         | \$164.00    | Hour        |                 | \$0.00             |
| Survey Technician                                                           | \$121.00    | Hour        |                 | \$0.00             |
| RPLS                                                                        | \$199.00    | Hour        |                 | \$0.00             |
| ROW Permitting & Lane Use Fees (Estimate)                                   | \$750.00    | Each        |                 | \$0.00             |
| Engineered Traffic Control Plan (Estimate)                                  | \$1,000.00  | Each        |                 | \$0.00             |
| Traffic Control (Estimate)                                                  | \$1,800.00  | Day         |                 | \$0.00             |
|                                                                             |             |             | <b>Total:</b>   | <b>\$12,587.00</b> |

**Estimated Level D, C, B cost:**

**\$12,587**

Level A vacuum excavation, as described above, including: excavation work, CAD, QAQC management and submittal. Depending on site conditions and depth of utilities, it is anticipated that 7 test holes (up to 10ft deep) will be required

| <b>Level A Services - 7 test holes (up to 10ft deep)</b>        | <b>Rate</b> | <b>Unit</b> | <b>Quantity</b>   | <b>Sub-Total</b>   |
|-----------------------------------------------------------------|-------------|-------------|-------------------|--------------------|
| Project Manager                                                 | \$250.00    | Hour        | 8                 | \$2,000.00         |
| Professional Engineer                                           | \$199.00    | Hour        | 2                 | \$398.00           |
| Utility Specialist/Coordinator                                  | \$158.00    | Hour        | 12                | \$1,896.00         |
| Administrative                                                  | \$119.00    | Hour        | 2                 | \$238.00           |
| CADD                                                            | \$121.00    | Hour        | 8                 | \$968.00           |
| SUE Tech II                                                     | \$102.00    | Hour        | 8                 | \$816.00           |
| SUE Tech III                                                    | \$121.00    | Hour        | 8                 | \$968.00           |
| Field supplies                                                  | \$14.00     | day         |                   | \$0.00             |
| Survey Crew (2-man)                                             | \$164.00    | Hour        |                   | \$0.00             |
| Survey Technician                                               | \$121.00    | Hour        |                   | \$0.00             |
| RPLS                                                            | \$199.00    | Hour        |                   | \$0.00             |
| Vac truck and crew                                              | \$335.00    | Hour        | 40                | \$13,400.00        |
| ROW Permitting & Lane Use Fees (Estimate)                       | \$750.00    | Each        |                   | \$0.00             |
| Engineered Traffic Control Plan (Estimate)                      | \$1,000.00  | Each        |                   | \$0.00             |
| Traffic Control (Estimate)                                      | \$800.00    | Day         | 3                 | \$2,400.00         |
| Pavement Cutting Services                                       | \$500.00    | Each        | 4                 | \$2,000.00         |
| Specialized backfill/surface restoration (assumed not required) | -           | -           |                   | -                  |
|                                                                 |             |             | <b>Sub-Total:</b> | <b>\$25,084.00</b> |

**Estimated Level A cost (7 locations)**

**\$25,084**

If required, additional Level A work can be provided for additional cost, using the rates above

**Total estimated cost to perform the SUE scope as described above**

**\$37,671**

## **Attachment 2** **UC - Scope of Scope**

### **Utility Coordination**

Utility adjustment coordination includes utility coordination meetings with individual utility companies, communication and coordination with utilities, and conflict assessment and analysis. Utility coordination activities will be in accordance with the City of Hutto. There are nine (9) utilities anticipated along the approx. 5600 LF project corridor, including AT&T, Atmos Gas, Brightspeed, Charter (formerly Time Warner Cable), City of Hutto Water/Wastewater, Jonah SUD, MCI, Oncor Electric and Unite Private Networks.

#### **A. 30% Design Phase**

1. Project Team Meetings: Shall attend virtual project team meeting (up to 1 meeting) to assist in minimizing utility impacts and discuss alternatives. These meetings will include meeting preparation, and meeting.

Develop Utility Contact List: Will establish contact with existing utility companies within and adjacent to the project area and create a utility contact list. This list will be maintained throughout the project.

30% Conflict Assessment: Will utilize the existing utility layout provided by SUE to perform a preliminary conflict assessment to determine utility conflicts within the proposed roadway alignment.

Initial Project Notification Letters: Will prepare and mail written notification letters to all known Utility Owners within and adjacent to the project site.

Project Kick-Off Utility Coordination Meeting: Shall establish contact with existing utility companies within and adjacent to the Project and set up a utility coordination meeting to discuss proposed roadway alignment. This meeting will include meeting preparation, travel time, meeting and follow-up meeting minutes. Will set agenda for all coordination meetings as directed by the City.

#### **B. 90% Design Phase**

1. Coordination/Project Meetings: Shall attend virtual project team meetings to assist in minimizing utility impacts and discuss alternatives. In addition, will conduct meetings with individual utilities as needed (up to 2 meetings). These meetings will include meeting preparation, and meeting minutes.

90% Conflict Assessment: Will update conflict assessment at the 90% design phase to identify which utilities will conflict with roadway construction and City or TxDOT guidelines and make the utility company aware of any changes in conflict locations from the 30% submittal. We will be reviewing for direct conflicts with proposed roadway improvements, constructability conflicts, and conflicts with current rules/guidelines. The detailed list will be updated at each of these design milestones and will be communicated with the Utility Owners and design team.

Individual Utility Meetings: Will hold (2) individual meetings with each utility to discuss the updated project alignment and any correlating new and/or removed conflicts.

Utility Relocation Design Plan Review: Will review all utility designs to verify that each proposed design meets City and TxDOT guidelines as well as alleviates known conflicts with improvements associated with the roadway project. Assumed up to two iterations for each utility at 90%.

#### C. 100% Design Phase

1. Coordination/Project Team Meetings: Shall attend project team meetings to assist in minimizing utility impacts and discuss alternatives. In addition, will conduct meetings with individual utilities as needed (up to 2 meetings). These meetings will include meeting preparation, travel time, and meeting minutes.

100% Conflict Assessment: Will update conflict assessment at the 100% design phase to identify which utilities will conflict with roadway construction and City or TxDOT guidelines and make the utility company aware of any changes in conflict locations from the 90% submittal. We will be reviewing for direct conflicts with proposed roadway improvements, constructability conflicts, and conflicts with current rules/guidelines. The detailed list will be updated at each of these design milestones and will be communicated with the Utility Owners and design team.

Individual Utility Meetings: Will hold individual meetings with each utility to discuss the updated project alignment and correlating new and/or removed conflicts.

Utility Relocation Design Plan Review: Will review all utility designs to verify that each proposed design meets City and TxDOT guidelines as well as alleviates all known conflicts with improvements associated with the roadway project. Assumed up to one iteration for each utility at 100%.

Utility Schedule and Sequencing. Review the utility adjustment schedule in relation to construction sequencing and schedule for timely relocation of the utility.

#### REIMBURSABLES / REPRODUCTIONS

Reproduction of documents, shipping and mailing expenses, travel expenses such as mileage for automobile travel, and any other disbursements, application fees, etc., made on behalf of the Client, shall be invoiced and reimbursed as described in the Professional Services Agreement.

#### Exclusions

The services listed below are not included in this proposal. Should the City decide to include these services to the scope of this project, additional fee negotiation between the City and CobbFendley will be needed.

- ILA coordination with Jonah SUD
- Utility Agreements
- Coordination with any new utilities installed in the City ROW during the design process
- Proposed Utility Layouts
- Preparation of Utility Certifications
- Evaluating relocation/design alternatives to reduce the number of utility conflicts



- Construction coordination and follow ups with the utilities once they have received their approved relocation plans and permits

| CR 199 Roadway Improvements<br>City of Hutto |                                                                                 |                          |                      |                           |                          |                        |                        |                         |          |                   |                             |
|----------------------------------------------|---------------------------------------------------------------------------------|--------------------------|----------------------|---------------------------|--------------------------|------------------------|------------------------|-------------------------|----------|-------------------|-----------------------------|
| Fee Schedule/Budget                          |                                                                                 |                          |                      |                           |                          |                        |                        |                         |          |                   |                             |
| Cobb Fendley                                 |                                                                                 |                          |                      |                           |                          |                        |                        |                         |          |                   |                             |
| Project<br>Phase                             | Task Description                                                                | Project<br>Manager<br>II | Senior<br>Engineer I | Project<br>Engineer<br>II | Project<br>Engineer<br>I | Utility<br>Coordinator | Senior<br>Technician I | CAD<br>Technician<br>II | Clerical | Total Labor Hours | Total Direct<br>Labor Costs |
|                                              |                                                                                 | \$250.00                 | \$250.00             | \$172.00                  | \$142.00                 | \$109.00               | \$142.00               | \$102.00                | \$91.00  |                   |                             |
| A                                            | UTILITY COORDINATION                                                            |                          |                      |                           |                          |                        |                        |                         |          |                   |                             |
|                                              | 30% Design Phase                                                                |                          |                      |                           |                          |                        |                        |                         |          |                   |                             |
| a                                            | Coordination Team Meetings (up to 1 meeting)                                    | 2                        |                      |                           |                          |                        |                        |                         |          | 2                 | \$ 500.00                   |
| c                                            | Develop Utility Contact List                                                    |                          |                      |                           | 2                        | 6                      |                        |                         |          | 8                 | \$ 938.00                   |
| d                                            | 30% Conflict assessment & Strip Map                                             | 2                        | 5                    | 4                         | 24                       | 4                      | 16                     | 16                      | 2        | 73                | \$ 10,368.00                |
| e                                            | Initial Project Notification Letters                                            |                          |                      |                           |                          | 9                      |                        |                         | 9        | 18                | \$ 1,800.00                 |
| F                                            | Project Kick-Off (30%) Utility Coordination Meeting                             | 3                        |                      |                           | 3                        | 3                      |                        |                         | 1        | 10                | \$ 1,594.00                 |
|                                              | 90% Design Phase                                                                |                          |                      |                           |                          |                        |                        |                         |          |                   |                             |
| a                                            | Coordination Team Meetings (up to 2 meetings)                                   | 6                        |                      |                           |                          |                        |                        |                         |          | 6                 | \$ 1,500.00                 |
| b                                            | 90% Conflict assessment & Strip Map                                             | 1                        | 4                    | 4                         | 16                       | 4                      | 6                      | 6                       | 2        | 43                | \$ 6,292.00                 |
| e                                            | Individual Meetings with Utilities (Assumed 2 meeting per utility)              |                          | 9                    |                           | 14                       | 14                     |                        |                         | 5        | 42                | \$ 6,219.00                 |
| e                                            | Utility Relocation Design Plan Review (Assumed 2 iterations per utility design) |                          |                      |                           | 9                        | 18                     |                        |                         |          | 27                | \$ 3,240.00                 |
|                                              | 100% Design Phase                                                               |                          |                      |                           |                          |                        |                        |                         |          |                   |                             |
| a                                            | Coordination Team Meetings (up to 1 meeting)                                    | 4                        |                      |                           |                          |                        |                        |                         |          | 4                 | \$ 1,000.00                 |
| d                                            | 100% Conflict assessment & Strip Map                                            | 1                        | 6                    | 2                         | 12                       | 4                      | 4                      | 4                       | 4        | 37                | \$ 5,574.00                 |
| e                                            | Individual Meetings with Utilities (Assumed 2 meeting per utility)              |                          | 9                    |                           | 9                        | 9                      |                        |                         | 3        | 30                | \$ 4,782.00                 |
| f                                            | Utility Relocation Design Plan Review (Assumed 1 iteration per utility design)  |                          |                      |                           | 4.5                      | 9                      |                        |                         |          | 13.5              | \$ 1,620.00                 |
| g                                            | Utility Scheduling and Sequencing                                               |                          | 2                    |                           | 10                       | 10                     |                        |                         |          | 22                | \$ 3,010.00                 |
|                                              | Sub Total                                                                       | 12                       | 30                   |                           | 75                       | 68                     | 10                     |                         | 14       | 335.5             | \$ 48,437.00                |

**Attachment 3**  
**Basis of Compensation and Assumption**

We propose to perform the described Basic Services for the following lump sum fee:

|                           |                     |
|---------------------------|---------------------|
| <b>TOTAL SUE FEE.....</b> | <b>\$ 37,671.00</b> |
| <b>TOTAL UC FEE.....</b>  | <b>\$ 48,437.00</b> |
| <b>TOTAL FEE.....</b>     | <b>\$ 86,108.00</b> |

**EXCLUSIONS FROM THE SCOPE OF SERVICES**

Specific items excluded from this proposal are as follows, and CobbFendley shall have no responsibility to perform any of these services.

1. Any other service not specifically included within this description of Scope of Services described above.

**ADDITIONAL SERVICES**

Services not included in the description of Scope of Services in this proposal may be provided by CobbFendley, and if provided by CobbFendley said services shall be Additional Services and shall require additional fees.



## TASK ORDER IPO 23-08A-004

### Proposed SURVEYING ROTATION LIST

---

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

1. Background Data
  - a. Effective Date of Task Order IPO 23-08A-004: September 27, 2023
  - b. Owner: City of Hutto
  - c. Vendor: COBB, FENDLEY & ASSOCIATES, INC.

Specific Project (title): CR 199 RECONSTRUCTION

Scope of services for SUE and UC Services will include the following field services:

- a. SUE Service – Surveying of Utility Surface Features
- b. SUE Service - 2000 Linear Fee of Level B
- c. SUE Service – 7 Test Holes along Project Limits
- d. UC Service – 30% - 60% - 90% - 100% Design Phase – Meetings, Assessment Maps, Evaluations, Proposed Utility Layouts

2. Fee: NTE SUE Services \$37,671.00 - UC Services \$48,437.00  
**TOTAL \$ 86,108.00**

3. Deadline: This form is to be signed along with any supplementary materials and must be submitted to Matt Rector, City Engineer via email by **9-27-23**, 2023 at 12PM CST.

Point of Contact  
Matt Rector  
City Engineer  
[Matt.Rector@HuttoTX.gov](mailto:Matt.Rector@HuttoTX.gov)  
512-759-4025

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

Vendor agrees to provide the services within this Task Order and Vendor is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order {IPO 23-08A-004} is September 27, 2023.

OWNER:

CONSULTANT:

COBB, FENDLEY & ASSOCIATES, INC.

By:

By:



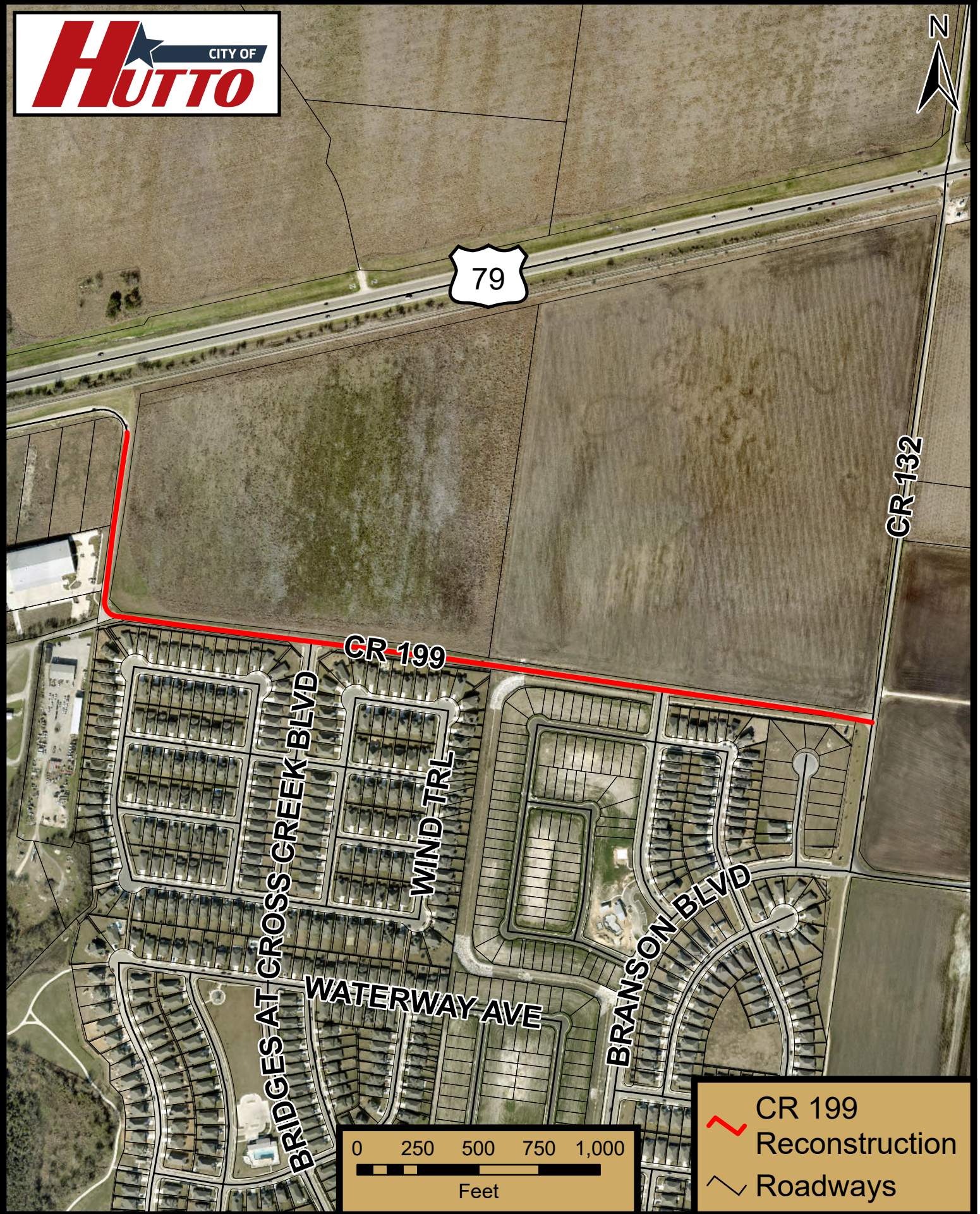
Print Name:

Print Name: Dan Warth

Title: \_\_\_\_\_ Title: Executive Vice President



# CR 199 Reconstruction Project



79

CR 132

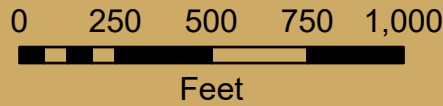
CR 199

BRIDGES AT CROSS CREEK BLVD

WIND TRL

WATERWAY AVE

BRANSON BLVD



- CR 199 Reconstruction
- Roadways



**RESOLUTION NO. R-2023-\_\_**

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,  
APPROVING A TASK ORDER BETWEEN COBBFENDLEY  
AND ASSOCIATES, INC. AND THE CITY OF HUTTO IN  
THE AMOUNT OF \$86,108 FOR THE CR 199  
RECONSTRUCTION PROJECT; AUTHORIZING THE  
CITY MANAGER TO EXECUTE THE AGREEMENT;  
PROVIDING PROPER NOTICE & MEETING, AND  
PROVING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Hutto, Texas (“City”) selected Cobb Fendley and Associates Inc. to be included as part of the Surveying and Land Services rotation list; and

**WHEREAS**, the City Council desires to execute a task order with Cobb Fendley and Associates Inc. in the amount of \$86,108 for services related to the CR 199 Reconstruction Project; and

**WHEREAS**, the City Council desires to authorize the City Manager to execute a task order with Cobb Fendley and Associates Inc. in the form included in the contract documents and approved by the City Attorney, for the contract price, and within the contract time in accordance with other terms and conditions of the contract documents agreed to by Cobb Fendley and Associates Inc.; and

**WHEREAS**, the City Council authorizes the City Manager to execute any change orders to the contract that are less than \$50,000.00.

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

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

**Section 2:** That the Hutto City Council hereby approves and authorizes the City Manager to execute the Agreement, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

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

**Section 4.** This Resolution shall take effect immediately upon its passage.

**RESOLVED** this 28<sup>th</sup> day of September, 2023.



**ATTEST:**

---

Mike Snyder, Mayor

---

Angela Lewis, City Secretary

# AGENDA ITEM REPORT

13.15.



**To:** City Council  
**Subject:** Consideration and possible action on Resolution No. R-2023-265 authorizing the City Manager to execute an Individual Project Order (IPO) with MWM DesignGroup in the amount of \$30,000.00 for Architecture and Landscape Architecture Services on the Brushy Creek Amphitheater project (Matt Rector)  
**Meeting:** Thursday, October 12, 2023  
**Department:** Engineering /  
**Staff Contact:** Matt Rector

## BACKGROUND INFORMATION:

On September 7, 2023 the City Council approved Resolution no. R-2023-266 regarding Rotation List for Architecture and Landscape Architecture professional services with four consulting firms as a mechanism for Construction Related Professional Services (engineering/architecture) where the City hires multiple firms based on demonstrated competence and qualifications to perform a general scope of services and makes individual assignments on a rotating basis.

Firms have been assigned projects in the order that they were selected. So, the first contract is assigned to the first consultant, followed by the next and repeats after the last consultant assignment. The cycle then repeats. If a firm is unable or unwilling to execute a project, the next firm in line will then be used. This initial contract would be good for FY 2024. However, there are two one-year extensions possible for each of these firms.

MWM and its consultant(s) will progress the recommendations put forth by the Acoustic Report provided by the City of Hutto. The work performed under this proposal is a short lead to prepare for construction documents. MWM understands and is committed to working together with the City of Hutto to achieve project construction in 2024.

The purpose of this item is to award an Individual Project Order (IPO) to MWM DesignGroup as an approved consultant of the City's selected firms on the Architecture and Landscape Architecture rotation list.

## SUMMARY OF REQUEST:

Approval of resolution as presented

## STAFF REVIEW:

Staff recommends approval

# AGENDA ITEM REPORT

13.15.



## FISCAL NOTES:

This project is being funded by the Park Improvement Fund (40-060-032-6681).

The budget for this project in FY 2024 is \$175,000. There have been no encumbrances to date for this project. If this IPO is awarded, there will be \$145,000 in remaining funds available for this project in FY 2024.

## ATTACHMENTS:

1. 20231004 MWM Resolution for Amphitheater
2. 2023.09.21 Amphitheater Improvements

**RESOLUTION NO. R-2023-265**

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,  
APPROVING A TASK ORDER BETWEEN MWM  
DESIGNGROUP, INC AND THE CITY OF HUTTO IN THE  
AMOUNT OF \$30,000 FOR THE BRUSHY CRREK  
AMPHITHEATER PROJECT; AUTHORIZING THE CITY  
MANAGER TO EXECUTE THE TASK ORDER;  
PROVIDING PROPER NOTICE & MEETING, AND  
PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Hutto, Texas (“City”) selected MWM DesignGroup, Inc. to be included as part of the Architecture and Landscape Architecture rotation list; and

**WHEREAS**, the City Council desires to execute a task order with MWM DesignGroup, Inc, in the amount of \$30,000 for services related to the Brushy Creek Amphitheater Project; and

**WHEREAS**, the City Council desires to authorize the City Manager to execute a task order with MWM DesignGroup, Inc., in the form included in the contract documents and approved by the City Attorney, for the contract price, and within the contract time in accordance with other terms and conditions of the contract documents agreed to by MWM DesignGroup, Inc.; and

**WHEREAS**, the City Council authorizes the City Manager to execute any change orders to the contract that are less than \$50,000.00.

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

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

**Section 2:** That the Hutto City Council hereby approves and authorizes the City Manager to execute the Task Order, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

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

**Section 4.** This Resolution shall take effect immediately upon its passage.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 12th day of October 2023 on vote of \_\_AYES; \_\_NAYS; \_\_ABSTENTIONS.

**THE CITY OF HUTTO, TEXAS**

\_\_\_\_\_  
Mike Snyder, Mayor

**ATTEST:**

\_\_\_\_\_  
Angela Lewis, City Secretary



## TASK ORDER #23-010A-003

### Proposed ARCHITECTURE ROTATION LIST

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

1. Background Data
  - a. Effective Date of Task Order #23-010A-003: September 21, 2023
  - b. Owner: City of Hutto
  - c. Vendor: MWM DESIGNGROUP

Specific Project (title): Brushy Creek Amphitheater Improvements

- 1) Scope of services for Amphitheater Berm and Sound Walls will include the following services:
  - a. Conceptual Design for and Scope Verification of Proposed Amphitheater Improvements
  - b. Architecture, Landscape Architecture, Engineering Services

2. Fee: NTE \$30,000.00

3. Deadline: This form is to be signed along with any supplementary materials and must be submitted to Matt Rector, City Engineer via email by **9-22-23**, 2023 at 12PM CST.

Point of Contact  
Matt Rector  
City Engineer  
[Matt.Rector@HuttoTX.gov](mailto:Matt.Rector@HuttoTX.gov)  
512-759-4025

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

Vendor agrees to provide the services within this Task Order and Vendor is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.  
The Effective Date of this Task Order {#23-010A-003} is September 21, 2023.

OWNER: CITY OF HUTTO

CONSULTANT: MWM DESIGNGROUP

By:

By:

Print Name:

Print Name: Tony Buonodono, P.E., PMP

Title: \_\_\_\_\_

Title: Vice President | Principal





**ADDENDUM TO TASK ORDER # 23-10A-003**

**September 28, 2023**

By my signature below, I hereby certify and verify that all the provisions of Master Services Agreement for MWM DESIGN GROUP, INC. Paragraph 18. Miscellaneous Provisions, (i) HB 1295 COMPLIANCE AND NO BOYCOTT PROVISIONS, have been complied with and that the HB 1295 Form is on file with the City Secretary and that I will not Boycott Israel, Energy Companies or Firearm Entities or Trade Associations.

CONSULTANT: MWM DESIGN GROUP, INC.

By:

A handwritten signature in black ink, appearing to be 'Tony Buonodono', written over a horizontal line.

Print Name: Tony Buonodono, P.E., PMP  
Title: Vice President | Principal



MWM#: FP-0049-002

Date: 12 September 2023 (*revised 21 September 2023*)  
Subject: Conceptual Design  
Project: Brushy Creek Amphitheater Improvements  
Project Address: 1001 Co. Rd. 137  
Hutto Texas 78634  
Owner: City of Hutto  
Contact: Matt Rector, PE, City Engineer  
Address: 500 W Live Oak Street  
Hutto Texas 78634  
Phone: 512-759-4025  
Email: matt.rector@huttotx.gov

Attachments: None

### UNDERSTANDING OF PROJECT

MWM is pleased to provide a proposal for conceptual design improvements to the Brushy Creek Amphitheater. MWM and its consultant(s) will progress the recommendations put forth by the Acoustic Report provided by the City of Hutto (Owner Provided Materials). The work performed under this proposal is a short lead to prepare for construction documents. MWM understands and is committed to working together with the City of Hutto to achieve project construction in 2024.



### Deliverable Milestones

For the basis of the proposal, MWM assumes:

Phase A:

Conceptual Design - 50% DRAFT

Conceptual Design - 100% FINAL

No other phases of work are included in this proposal. MWM will provide a proposal for the subsequent phases of work following the completion of the phase and as requested by the City of Hutto. MWM will be ready to proceed with the next phase of work immediately upon acceptance of a subsequent proposal.

Conceptual design is anticipated to take 30-35 business days to complete. This timeframe does not include Owner review time periods.

### Project Scope

*Phase A – Conceptual Design | Scope Verification*

MWM will provide the following professional services in support of the project as shown below.

305 E. Huntland Drive  
Suite 200  
Austin, TX 78752  
**p:** 512.453.0767  
**f:** 512.453.1734

1. Conceptual Design | Verification of Berm Sound Barrier Improvements
  - a. Analyze proposed berm improvements for flood zone impacts, civil engineering requirements, site plan permit requirements, costs, and long-term impact to the site. MWM will evaluate the impacts to an existing HEC-RAS model (FEMA or City) due to the proposed development within the floodplain and/or floodway. Our civil engineering and landscape architecture teams will work together to develop and assess proposed grading and location for the berms.
2. Conceptual Design for Sound Stage Improvements
  - a. Development of conceptual design for architectural sound stage improvements, including placement of sound walls, finished floor heights of stage and other components, replacement/reconfiguration of sound system equipment, and other architectural improvements associated with the sound stage and as proposed by the Acoustic Report. The goal of this conceptual design phase is to progress development alongside berm improvements and prepare for construction documents.
3. Public involvement, if any, is assumed to be coordinated and attended by OWNER. MWM participation is not anticipated.
4. MWM will provide weekly correspondence with the Owner progress and direction of the scope of work.
5. This proposal includes two (2) Owner review meetings, hosted virtually, to review deliverables.

#### **Assumptions**

This proposal has been prepared in accordance with the following assumption. Should any of these assumptions be proven invalid, additional services or contract modifications may be required.

1. Additional meetings beyond those noted above will require contract modification.
2. Agency, regulatory, permitting, or other administrative fees are not included and assumed to be the responsibility of the Owner.
3. Testing, surveys, or other 3<sup>rd</sup> party analysis of the site is not included in the scope of work. Any need for 3<sup>rd</sup> party services identified during the course of the scope of services will be addressed as an additional service.
4. Construction Documents and Permitting Services are not included in the scope of services.
5. MWM will use OWNER provided as-built (CAD or PDF) as the basis of schematic and construction drawings. MWM may, at MWM's discretion, supplement OWNER provided information with on-site observation, publicly available data and/or desktop review of existing conditions.
6. All deliverables are anticipated to be electronic.



Professional services shall be compensated on a lump sum basis as follows:

| Discipline             | Provider        | Lump Sum Fee       |
|------------------------|-----------------|--------------------|
| Architecture           | MWM DesignGroup | \$10,000.00        |
| Landscape Architecture | MWM DesignGroup | \$10,000.00        |
| Civil Engineering      | MWM DesignGroup | \$10,000.00        |
| <b>TOTAL</b>           |                 | <b>\$30,000.00</b> |

#### Reimbursable Expenses

Reimbursable expenses are defined as follows and shall be invoiced at direct cost (invoice) plus 5% for overhead unless specifically stated otherwise elsewhere in this Agreement.

1. Reproduction of documents for purposes other than in-house use by Owner or the design team
2. Expedited shipping and mailing expenses.
3. Special messenger delivery, if requested by the Owner.

#### Extent of Agreement

The Agreement, including these terms and conditions, represents the entire Agreement between OWNER and MWM and supersedes all prior negotiations, representations, or agreements, written or oral. The Agreement may be amended only by written instrument signed by OWNER and MWM.

Approved:

  
\_\_\_\_\_  
MWM DesignGroup

21-September-2023

Date:

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date:

305 E. Huntland Drive  
Suite 200  
Austin, TX 78752  
p: 512.453.0767  
f: 512.453.1734

# AGENDA ITEM REPORT

13.16.



**To:** City Council  
**Subject:** Consideration and possible action on Resolution No. R-2023-256 authorizing the City Manager to execute an Individual Project Order (IPO) with Braun Inertec, Inc. in the amount of \$20,631 for Geotechnical Services on the CR 199 Reconstruction project (Matt Rector)  
**Meeting:** Thursday, October 12, 2023  
**Department:** Engineering /  
**Staff Contact:** Matt Rector

## BACKGROUND INFORMATION:

On September 7, 2023 the City Council approved Resolution no. R-2023-201 regarding Rotation List for Geotechnical Engineering professional services with four consulting firms as a mechanism for Construction Related Professional Services (engineering/architecture) where the City hires multiple firms based on demonstrated competence and qualifications to perform a general scope of services and makes individual assignments on a rotating basis.

Firms have been assigned projects in the order that they were selected. So, the first contract is assigned to the first consultant, followed by the next and repeats after the last consultant assignment. The cycle then repeats. If a firm is unable or unwilling to execute a project, the next firm in line will then be used. This initial contract would be good for FY 2024. However, there are two one-year extensions possible for each of these firms.

The project objective is to reconstruct a segment of CR 199 starting FM 1660 S and ending at CR 132 for a total length of approximately 1.07 miles. The project will upgrade the existing 2-lane rural section to the City's major collector street section as shown in the Hutto 2018 Mobility Master Plan, consisting of a 2-lane, urban section with turn lane/median, on-street parking and bicycle and pedestrian accommodations. The work to be performed under this work authorization by Braun Inertec, Inc. will consist primarily of the geotechnical and construction phase services. The geotechnical evaluation is to evaluate subsurface conditions along the roadway alignment and develop geotechnical engineering recommendations and guidelines for use in preparing appropriate design and other related construction documents for the proposed project.

The purpose of this item is to award an Individual Project Order (IPO) to Braun Inertec, Inc. as an approved consultant of the City's selected firms on the Geotechnical rotation list.

## SUMMARY OF REQUEST:

Approval of resolution as presented

# AGENDA ITEM REPORT

13.16.



## STAFF REVIEW:

Staff recommends approval

## FISCAL NOTES:

This project is being funded by the Cottonwood Creek Development Community Benefit Fee Fund with an available balance of \$1,110,866.

Specifically, this item is to be paid from account 41-040-060-6708 with a budget of \$1,100,000 and \$0 encumbrances to date. There are three other IPO's for project T19-2024 CR 199 Reconstruction on tonight's agenda and if all four are approved tonight, there will be \$62,359 of the remaining available budget.

## ATTACHMENTS:

1. CR\_199\_Reconstruction\_Project
2. 20231004 Braun Resolution for CR 199



# CR 199 Reconstruction Project



CR 132

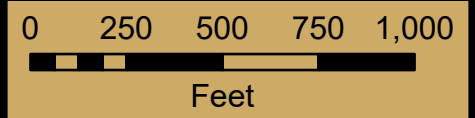
CR 199

BRIDGES AT CROSS CREEK BLVD

WIND TRL

WATERWAY AVE

BRANSON BLVD



CR 199  
Reconstruction

Roadways



**RESOLUTION NO. R-2023-256**

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,  
APPROVING A TASK ORDER BETWEEN BRAUN  
INERTEC, INC. AND THE CITY OF HUTTO IN THE  
AMOUNT OF \$20,631 FOR THE CR 199  
RECONSTRUCTION PROJECT; AUTHORIZING THE  
CITY MANAGER TO EXECUTE THE TASK ORDER;  
PROVIDING PROPER NOTICE & MEETING, AND  
PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Hutto, Texas (“City”) selected Braun Inertec Inc. to be included as part of the Geotechnical rotation list; and

**WHEREAS**, the City Council desires to execute a task order with Braun Inertec Inc. in the amount of \$20,631 for services related to the CR 199 Reconstruction Project; and

**WHEREAS**, the City Council desires to authorize the City Manager to execute a task order with Braun Inertec Inc. in the form included in the contract documents and approved by the City Attorney, for the contract price, and within the contract time in accordance with other terms and conditions of the contract documents agreed to by Braun Inertec Inc.; and

**WHEREAS**, the City Council authorizes the City Manager to execute any change orders to the contract that are less than \$50,000.00.

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

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

**Section 2:** That the Hutto City Council hereby approves and authorizes the City Manager to execute the Task Order, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

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

**Section 4.** This Resolution shall take effect immediately upon its passage.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 12th day of October 2023 on vote of \_\_AYES; \_\_NAYS; \_\_ABSTENTIONS.

**THE CITY OF HUTTO, TEXAS**

\_\_\_\_\_  
Mike Snyder, Mayor

**ATTEST:**

\_\_\_\_\_  
Angela Lewis, City Secretary



## **TASK ORDER #23-07D-001**

### **Proposed GEOTECHNICAL ENGINEERING & CONSTRUCTION MATERIALS TESTING SERVICES ROTATION LIST**

---

In accordance with Agreement for On Demand Services Geotechnical Engineering and Construction Materials Testing Services Rotation List between the City of Hutto (Owner) and Vendor, the parties agree as follows:

1. Background Data
  - a. Effective Date of Task Order #23-07D-001: September 21, 2023
  - b. Owner: City of Hutto
  - c. Vendor: BRAUN INTERTEC CORPORATION

Specific Project (title): CR 199 Reconstruction from FM 1660 to CR 132

- 1) Scope of services for Geotechnical Engineering Services will include the following services:
  - a. Drilling a total of seven (7) soil borings at selected locations along the proposed roadway alignment.
  - b. Geotechnical laboratory testing of selected soil samples recovered during drilling operations.
  - c. Preparation of a geotechnical evaluation report providing recommendations and guidelines for use in the preparation of appropriate design and other related construction documents.
  - d. Refer to attached proposal for a detailed outline of the scope of geotechnical services for this project.

2. Fee: Lump Sum Fee - \$20,631.00

3. Deadline: This form is to be signed along with any supplementary materials and must be submitted to Matt Rector, City Engineer via email by **9-22-23**, 2023 at 12PM CST.

Point of Contact  
Matt Rector  
City Engineer  
[Matt.Rector@HuttoTX.gov](mailto:Matt.Rector@HuttoTX.gov)  
512-759-4025

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

Vendor agrees to provide the services within this Task Order and Vendor is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order #23-07D-001 is September 21, 2023.

OWNER:

CONSULTANT: BRAUN INTERTEC  
CORPORATION

By:

By:



Print Name:

Print Name: E. Allen Dunn, III

Title: \_\_\_\_\_ Title: Business Unit Leader - Central Texas

September 14, 2023

Proposal QTB184862

Mr. Matt Rector  
City of Hutto  
500 West Live Oak Street  
Hutto, Texas 78634

Re: MSA 23-07D, Task Order #23-07D-001  
CR 199 Reconstruction  
CR 199 from FM 1660 to CR 132  
Hutto, Texas

Dear Mr. Rector:

Braun Intertec Corporation respectfully submits this proposal to perform a geotechnical evaluation and provide geotechnical engineering services for the reconstruction of CR 199 under MSA 23-07D, Task Order #23-07D-001. The alignment of this project extends along the existing alignment of CR 199 from FM 1660 to CR 132 in Hutto, Texas.

## **Project Description**

We understand this project involves the reconstruction of CR 199 from FM 1660 to CR 132. Based on our review of aerial photography obtained from Google Earth dated May 2023, it appeared that CR 199 consisted of flexible pavements with an approximate width of 24 feet. The alignment crossed a large water course approximately 1,000 feet west of its intersection with FM 1660. The alignment crossed a smaller water course approximately 1,475 feet east of its intersection with CR 132. Our review of that aerial photography indicated that manholes were present along the alignment of CR 199 and distribution lines paralleled the road along its south side. Accordingly, we expect that both buried and aerial utilities will be present and must be considered as a part of our geotechnical drilling operations for this project.

Based on our conversation with Ms. Ellen Maas, PE with Freese & Nichols along with our review of the City of Hutto Unified Development Code and the Hutto Soar 2040 Comprehensive Plan, we anticipate that CR 199 will be reconstructed as a Collector (or Major Collector) with an Average Daily Traffic of at least 2,500 and a Right of Way (ROW) width of about 70 feet. We understand that CR 199 will be reconstructed as a flexible pavement system. Our review of the referenced documents suggested that the City of Hutto does not have a designated pavement section design methodology or pavement structure design criteria. As a result, we propose to use the recommendations and guidance provided by the Capital Area Pavement Engineers Council (CAPEC) in their Phase 3 Report - Pavement Design Manual dated July 28, 2017.

Based on our conversation with Ms. Maas, we understand that the water courses crossed by CR 199 will be bridged using culvert structures. The larger water course located on the western end of the alignment will likely require a box bridge culvert to carry the new pavement section over that course. We anticipate this culvert may be constructed using either cast-in-place concrete with steel reinforcement or precast

AA/EOE



concrete box culvert segments. The smaller water course will likely be bridged using precast concrete box culvert segments or corrugated pipe with end treatments similar to the existing culvert in that location. Finally, we understand that a detention pond will be constructed as a part of this project, but the location of that detention pond has not been provided to us at the submittal of this proposal.

## **Purpose**

The purpose of our geotechnical evaluation is to evaluate subsurface conditions along the roadway alignment and develop geotechnical engineering recommendations and guidelines for use in preparing appropriate design and other related construction documents for the proposed project. We will perform our services in accordance with generally accepted engineering practices prevailing at the time and in the geographical area of the project location.

## **Scope of Services**

Our engineering services will involve three phases of work including 1) Field, 2) Laboratory, and 3) Geotechnical Engineering. If we encounter unfavorable or unforeseen conditions during the completion of the tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

### **Field**

#### **Field Program**

The field program for this project will involve the drilling and sampling of exploratory borings at selected locations across the project site. We will begin our field services by conducting site reconnaissance to:

- Observe and document the surface conditions and topographic features at the site.
- Mark the planned boring locations by pacing distances and estimating right angles from existing landmarks or by using a hand-held, recreational grade Global Positioning System (GPS) unit.
- Adjust the boring locations as needed to avoid overhead or identified underground utilities or other surface or subsurface obstructions.

A total of seven (7) borings will be drilled along the alignment of CR 199 in general accordance with guidance provided by the CAPEC Phase 3 document referenced above for one (1) boring for every approximate 1,000 linear feet of roadway. Six (6) of the borings will be drilled to nominal depths of 15 feet while boring B-2 will be drilled to a nominal depth of 25 feet. Please note that boring B-2 is located at the larger water course where the larger culvert will be installed, and the extended boring depth is intended to provide information for potentially deeper culvert bearing surfaces as referenced from the pavement surface adjacent to the existing culvert structure. The pavements present at the boring locations will be cored using man-portable coring equipment prior to drilling the soil boring at each of those locations. The boring depths will be referenced below the ground surface at the time of our drilling operations. Surveying the boring locations for horizontal control or elevation is not included in our scope.

**Figure 1. Proposed Boring Location Plan (subject to change).**



Our field exploration will include:

- Soil borings will be drilled using straight flight drilling methods.
- Four to five samples will be taken in the upper 10 feet and at five (5) foot intervals thereafter until boring termination. Soil samples will be collected in general accordance with ASTM D1586 (Standard Penetration Test) or ASTM D1587 (thin-walled Shelby tube). If rock is encountered, sampling may be attempted using the Standard Penetration Test (SPT) method in general accordance with ASTM D1586. Rock cores will not be taken as a part of this project.
- Collection of up to four (4) bulk sample of soils within the upper few feet of the existing ground surface.
- Our field technical representative will conduct various field tests on the recovered samples, classify the samples, and record the appropriate data on a field log. The samples will be appropriately packaged to be transported to our laboratory for testing.
- The borings will be checked for the presence of groundwater upon completion of drilling operations.
- The depth of any groundwater encountered during drilling operations. The borings will be backfilled promptly after completion of drilling operations and groundwater observations, and long-term groundwater observations will not be made.

#### **Site Access**

Our field program assumes the following site access conditions:

- Right of entry is granted to conduct our field program.
- Field services can be performed during normal working hours (Monday through Friday, 7 am to 5 pm), although we may want to work other times at our discretion, if possible.
- We anticipate needing a truck-mounted drilling rig to access the boring locations.

### Utility Clearance

As a part of our field program, Braun Intertec will contact Texas 811 to have participating utility companies notified of the pending subsurface penetrations. We will also retain a private utility locator to scan the area around each of our soil boring locations in an attempt to locate any utilities or other buried objects that may be present within the vicinity of each boring location. **We request that the City of Hutto notify us of the locations of any buried utilities or other buried objects within the limits of the project site prior to commencement of private utility locate services. While we will make a reasonable effort to locate any utilities or underground objects within a radius of approximately 10 feet of each boring location, we cannot guarantee that any utilities or buried objects found to be present in the project area will be located. Accordingly, Braun Intertec will not be responsible for unidentified or misidentified utilities or other buried objects that may be damaged by our drilling operations. Furthermore, we reserve the right to stop work if utilities or underground objects are suspected or known to exist, but whose locations cannot be accurately determined.**

### Permits

We anticipate that permits from the City of Hutto will be necessary to complete the geotechnical drilling planned for this project since our borings will be located within the ROW of CR 199. Accordingly, we will obtain City of Hutto permits prior to commencement of drilling operations. The anticipated permit fee cost has been incorporated into our fee estimate for this project.

### Traffic Control

We anticipate that our borings will be drilled within the ROW of CR 199. As a result, we expect that our drilling operations will require lane closures at our boring locations. We will obtain traffic cones, traffic signage, and, if necessary, retain the services of law enforcement personnel to provide traffic control during our drilling operations. Estimated costs of traffic control have been incorporated into our fee estimate for this project.

### Site Restoration

Upon completion of our field program, we will backfill all boreholes with bentonite generated by our drilling operations unless otherwise required by State Regulations. The pavement section will be patched using cold-mixed asphaltic concrete. Braun Intertec will take reasonable efforts to reduce damage to the property that may result from site access by heavy truck and erection of the drilling derrick. However, it should be understood that in the normal course of our work some disturbance could occur. Please let us know if there are any restrictions or special requirements regarding this site prior to commencing work at the site.

### Laboratory

We will return recovered samples to our laboratory where we will review and log them and assign laboratory testing. We will determine the specific types and quantities of tests based on the subsurface conditions encountered, design parameters and engineering experience. We anticipate the laboratory testing could include, but is not limited to the following:

- Moisture content
- Atterberg limit
- Dry unit weight
- Percent passing the No. 200 sieve

- Unconfined compressive strength of soil
- Soluble sulfates
- Maximum Dry Density using the Modified Proctor
- Lime series test (ASTM D6276)
- California Bearing Ratio

We will perform testing in general accordance with ASTM International (ASTM) or Texas Department of Transportation (TxDOT) procedures. We will retain the recovered samples for 90 days after completion of laboratory testing unless the client requests other arrangements.

### **Geotechnical Engineering**

We will perform engineering analyses necessary for the development of geotechnical recommendations for this project. We will submit a geotechnical engineering report as a PDF file by email. Using the field and laboratory data collected for this project, geotechnical engineering analyses will be performed to provide the following information:

- Information regarding site subsurface conditions, including:
  - Stratigraphy encountered in each of our borings.
  - Groundwater conditions encountered during and immediately after drilling operations.
- Calculation of the Potential Vertical Rise in general accordance with TEX-124-E.
- Determination of the Resilient Modulus in general accordance with Section 2.2.2.4 of the Capital Area Pavement Engineers Council (CAPEC) Phase 3 Report.
- Design of flexible pavement sections in general accordance with the CAPEC Phase 3 Report.
- Earthwork recommendations for:
  - Pavement subgrade preparation.
  - Culvert subgrade preparation and backfilling the culvert structures.
  - Detention pond construction.
  - General site preparation.
- Parameters for the design of culvert structures, including:
  - Bearing pressures.
  - Lateral earth pressures.
  - Estimated heave and settlement.
- Specifications for selection of general and select fill materials.
- Specifications for placement of general and select fill materials.
- General comments and applicable recommendations related to geotechnical conditions, culvert design, pavement design or construction, and detention pond design or construction, including:
  - Temporary slopes and OSHA Soil Types.
  - Consideration for construction methods and sequences.
  - Potential difficulties that may be encountered during earthwork, culvert installation, or pavement construction.
- An engineering report will be prepared by a Licensed Engineer in the State of Texas that will include the above information. The engineering report will also include:
  - A description of the drilling and sampling procedures.
  - Boring location plan depicting the location of the borings drilled for this project.
  - Boring logs with soil stratification and groundwater levels (if applicable) during and after drilling.
  - Summary of the laboratory data.

## Compensation

We will furnish the services described in this proposal for a lump sum fee of **\$23,953.00**, which includes up to one hour of post deliverable consulting time. Additional requests for meetings, consulting or modifications to the report will be billed at a rate of \$225 per hour.

Our fee is based on the site being accessible to our truck-mounted drilling equipment. Our fee does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, damage to existing crops, landscape, restoration of the site, or underground utilities beyond contacting Texas 811. If such conditions are known to exist on the site, we should be notified so that we may adjust our scope of services and fee, if necessary.

We will not exceed this fee without prior approval. Should we encounter subsurface conditions that, based on our professional judgement, warrant significant revisions in the scope of services and fees, we will contact you for authorization prior to initiating additional services.

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

## Additional Services

We have not included potential costs for stand-by time or work that is not included in the above Scope of Services. Costs for stand-by time (defined as time spent by our field crew due to circumstances that are beyond our control or beyond the Scope of Services indicated above) will be charged at a rate of \$350 per hour. For work beyond the scope of services discussed in this proposal, we will prepare a supplemental proposal defining the scope of the additional work and will provide a cost estimate for that additional scope of services.

## Schedule

We understand that notice to proceed is expected on or about October 1, 2023. Accordingly, we anticipate performing our work according to the following schedule.

- Drill rig mobilization – We anticipate drilling the soil borings planned for this project approximately five (5) business days after notice to proceed.
- Field exploration – We anticipate drilling operations will take one (1) day to complete.
- Classification and laboratory testing – Within two (2) weeks after completion of field exploration
- Report submittal – Approximately four (4) to five (5) weeks after notice to proceed, contingent on issues related to weather conditions during field operations.

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

## Closing Remarks

We appreciate the opportunity to present this proposal to you. The geotechnical services for this proposal will be performed in general accordance with the established agreement between the City of Hutto and Braun Intertec Corporation designated as MSA 23-007D and Task Order IPO 23-07D-001 dated September 21, 2023. ***Please sign and return a copy of this proposal in its entirety.*** To have any questions answered or schedule a time to meet and discuss our approach to this project further, please contact Allen Dunn [adunn@braunintertec.com](mailto:adunn@braunintertec.com) at 210.625.4900.

Sincerely,

BRAUN INTERTEC CORPORATION  
TBPELS Firm Registration No. F-12228



E. Allen Dunn, III, PE  
Business Unit Leader – Central Texas

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The proposal is accepted, and you are authorized to proceed.

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**Authorizer's Firm**

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**Authorizer's Signature**

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**Authorizer's Name (please print or type)**

---

**Authorizer's Title**

---

**Date**





**ADDENDUM TO TASK ORDER # 23-07D-001**

**September 28, 2023**

By my signature below, I hereby certify and verify that all the provisions of Master Services Agreement for BRAUN INTETEC, INC. Paragraph 18. Miscellaneous Provisions, (i) HB 1295 COMPLIANCE AND NO BOYCOTT PROVISIONS, have been complied with and that the HB 1295 Form is on file with the City Secretary and that I will not Boycott Israel, Energy Companies or Firearm Entities or Trade Associations.

CONSULTANT: BRAUN INTETEC, INC.

By:

A handwritten signature in blue ink, appearing to read "E. Dunn" followed by a stylized flourish and the number "14".

Print Name: E. Allen Dunn, III, MBA, Ph.D., PE  
Title: Business Unit Leader, Central Texas

# AGENDA ITEM REPORT

13.17.



**To:** City Council  
**Subject:** Consideration and possible action on Resolution No. R-2023-264 authorizing the City Manager to execute an Individual Project Order (IPO) with Rock Engineering in the amount of \$18,940.00 for Geotechnical Engineering on the Exchange BLVD project (Matt Rector)  
**Meeting:** Thursday, October 12, 2023  
**Department:** Engineering /  
**Staff Contact:** Matt Rector

## BACKGROUND INFORMATION:

On September 7, 2023 the City Council approved Resolution no. R-2023-201 regarding Rotation List for Geotechnical Engineering professional services with four consulting firms as a mechanism for Construction Related Professional Services (engineering/architecture) where the City hires multiple firms based on demonstrated competence and qualifications to perform a general scope of services and makes individual assignments on a rotating basis.

Firms have been assigned projects in the order that they were selected. So, the first contract is assigned to the first consultant, followed by the next and repeats after the last consultant assignment. The cycle then repeats. If a firm is unable or unwilling to execute a project, the next firm in line will then be used. This initial contract would be good for FY 2024. However, there are two one-year extensions possible for each of these firms.

The scope of work includes design, bid, and construction phase services for the Exchange Blvd Improvements project extending from US 79 to Holland St. The geotechnical services includes field investigations, laboratory testing and an engineering report with pavement recommendations and soil materials make-up.

The purpose of this item is to award an Individual Project Order (IPO) to Rock Engineering as an approved consultant of the City's selected firms on the Geotechnical Engineering rotation list.

## SUMMARY OF REQUEST:

Approval of resolution as presented

## STAFF REVIEW:

Staff recommends approval

# AGENDA ITEM REPORT

13.17.



## FISCAL NOTES:

This project is being funded by the 2022 General Obligation Bonds (12-040-060-6721).

The budget for this project in FY 2024 is \$1,100,000 and has no encumbrances to date. There are two other IPO's for this project on tonight's agenda. If all three are approved tonight, there will be \$70,028 of the remaining available budget.

## ATTACHMENTS:

1. Exchange\_Boulevard\_Project
2. 20231002 Rock Resolution for Exchange Blvd
3. IPO Cover\_Transportation\_RockEng\_MSA 23-05A\_T15 (002) signed
4. Proposal\_RGP092123A Exchange Boulevard - Geotechnical Cost Estimate



# Exchange Boulevard Project





**RESOLUTION NO. R-2023-264**

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,  
APPROVING A TASK ORDER BETWEEN ROCK  
ENGINEERING AND THE CITY OF HUTTO IN THE  
AMOUNT OF \$18,940.00 FOR THE EXCHANGE BLVD  
IMPROVEMENT PROJECT; AUTHORIZING THE CITY  
MANAGER TO EXECUTE THE AGREEMENT;  
PROVIDING PROPER NOTICE & MEETING, AND  
PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Hutto, Texas ("City") selected Rock Engineering to be included as part of the Geotechnical Engineering rotation list; and

**WHEREAS**, the City Council desires to execute a task order with Rock Engineering in the amount of \$18,940.00 for services related to the Exchange Blvd. Improvement Project; and

**WHEREAS**, the City Council desires to authorize the City Manager to execute a task order with Rock Engineering in the form included in the contract documents and approved by the City Attorney, for the contract price, and within the contract time in accordance with other terms and conditions of the contract documents agreed to by Rock Engineering; and

**WHEREAS**, the City Council authorizes the City Manager to execute any change orders to the contract that are less than \$50,000.00.

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

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

**Section 2:** That the Hutto City Council hereby approves and authorizes the City Manager to execute the Agreement, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

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

**Section 4.** This Resolution shall take effect immediately upon its passage.

**RESOLVED** this 12<sup>th</sup> day of October, 2023.

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Mike Snyder, Mayor

**ATTEST:**

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Angela Lewis, City Secretary





## TASK ORDER #23-005A-002

### Proposed Geotechnical ROTATION LIST

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

1. Background Data
  - a. Effective Date of Task Order #23-005A-002: October 12, 2023
  - b. Owner: City of Hutto
  - c. Vendor: **ROCK ENGINEERING AND TESTING LABORATORY, LLC.**

Specific Project (title): Exchange Blvd from US 79 to Holland St

- 1) Scope of services for **ROCK ENGINEERING AND TESTING LABORATORY, LLC.** will include the following services (Refer to Attached A for Full Services Detail):
  - a. Geotechnical and Pavement Services

2. Fee: NTE \$ 18,940.00 (Refer to Attached B for Fee Schedule)

3. Deadline: This form is to be signed along with any supplementary materials and must be submitted to Matt Rector, City Engineer via email by **10-3-23** at 12PM CST.

#### Point of Contact

Matt Rector  
City Engineer  
[Matt.Rector@HuttoTX.gov](mailto:Matt.Rector@HuttoTX.gov)  
512-759-4025

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

Vendor agrees to provide the services within this Task Order and Vendor is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order {#23-005A-002} is October 12, 2023.

OWNER:

CONSULTANT:

By:

By: *A. K. Hammock*

Print Name:

Print Name: Arnie K. Hammock

Title: \_\_\_\_\_ Title: VP - Round Rock



- GEOTECHNICAL ENGINEERING
- CONSTRUCTION MATERIALS  
ENGINEERING & TESTING
- SOILS • ASPHALT • CONCRETE

October 5, 2023

**City of Hutto**

500 W. Live Oak Street  
Hutto, Texas 78634

Attention: Patricia A. Davis, MSCE, P.E., LGPP  
[Patricia.Davis@HuttoTX.gov](mailto:Patricia.Davis@HuttoTX.gov)

**SUBJECT: COST ESTIMATE - GEOTECHNICAL ENGINEERING SERVICES  
PROPOSED EXCHANGE BOULEVARD IMPROVEMENTS  
CIP PROJECT NO T15  
TASK ORDER 23-005A-002  
HUTTO, TEXAS  
RETL Cost Estimate Number: RGP092123A**

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Dear Ms. Davis, P.E.;

**Introduction**

Rock Engineering and Testing Laboratory, LLC (RETL) is pleased to submit this Cost Estimate to provide Geotechnical Engineering Services for the proposed Exchange Boulevard Improvements project (CIP Project No 15) located between US 79 to Holland Street in Hutto, Texas. Our services will be performed to determine the subsurface conditions along the roadway alignment and to provide pavement design recommendations for the proposed project.

**Project Information**

Based information presented in an email dated September 21, 2023 prepared by Ms. Davis, P.E., RETL understands that the proposed project will include the following:

- Reconstruction of Exchange Boulevard
  - Limits from US 79 to Holland Street
- Intersection Improvements at Live Oak Street

The pavement design recommendations for the proposed project will be developed using the City of Hutto Guidelines.

**ROCK ENGINEERING & TESTING LABORATORY, INC. (TBPE FIRM NO. 2101)**

7 Roundville Lane • Round Rock, Texas, 78664

Office: (512) 284-8022 • Fax: (512) 284-7764 • [www.rocktesting.com](http://www.rocktesting.com)

### **Scope of Services**

RETL's Scope of Services for the subject project will include the following:

**Subsurface Investigation** - RETL proposes to investigate the subsurface soil and groundwater conditions at the subject site by drilling and sampling test borings utilizing truck-mounted drilling equipment. RETL proposes to perform test borings as shown in the following table:

| PROPOSED TEST BORINGS |         |
|-----------------------|---------|
| Street                | Borings |
| Exchange Boulevard    | 7 @ 15  |

The depths noted will be measured from the existing ground surface elevation at the test boring locations. Due to anticipated subsurface lithologies to be encountered at the subject site, RETL will complete the test borings to the depths noted utilizing solid stem auger and air rotary drilling. RETL will coordinate with Westwood to locate the test borings at the subject site.

RETL will obtain Right-of-Way permits from the City of Hutto prior to drilling. Prior to the commencement of the drilling operations, RETL will contact the Texas 811 System to locate underground utilities within the vicinity of the test boring locations. RETL will coordinate traffic control for test borings requiring partial or full lane closures. During the drilling operations, an RETL representative will be present at the site to coordinate the drilling and sampling activities, as well as prepare field Logs of Boring. Samples will be obtained at 2-foot intervals to 10-feet and at 5-foot intervals thereafter, unless subsurface conditions warrant additional sampling. Groundwater readings will be obtained during drilling and immediately upon completion of the drilling operations. The boreholes will be backfilled with materials generated during the drilling operations and patched with cold-mix material.

**Laboratory Testing Services** - The laboratory-testing program may consist of the following:

- Supplementary visual classification (ASTM D2487)
- Moisture content (ASTM D2216)
- Atterberg limits (ASTM D4318)
- Percent material finer than the #200 sieve (ASTM D1140)
- One-dimensional swell (ASTM D4546)
- Lime series (TEX-121-E, Part II)
- Sulfate content (TEX-145-E)

The phases of the laboratory-testing program will be performed in general accordance with applicable ASTM or TxDOT Specifications. The results of the laboratory testing will be included on the Logs of Boring or presented in the completed report.

**Geotechnical Engineering Services** - In addition to the field and laboratory testing, a geotechnical engineering report will be prepared and reviewed by a Professional Engineer licensed in the State of Texas. The geotechnical report will include the following:

- Subsurface and groundwater conditions encountered at the test boring locations
- Subgrade compaction recommendations
- Recommendations for fill materials, placement, and compaction
- Flexible pavement section thickness recommendations in accordance with City of Hutto requirements
- General excavation considerations
- Test Boring Location Plan
- Logs of Boring

### **Fee**

The estimated maximum fee to perform the scope of work outlined above will be on the order of **\$18,940.00**. Weather permitting, it is estimated that RETL can mobilize to the subject site to perform the scope of the field work noted above within two (2) weeks after receiving notice to proceed and obtaining a Right-of-way permit from the City of Hutto. Our final report can be ready approximately four (4) weeks after the completion of the fieldwork. RETL can consult with the client as field and laboratory test results become available.

Services provided by RETL under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Client shall provide for RETL's right to enter the site and that the test boring locations are accessible to truck-mounted drilling equipment and clear of underground utilities in order for RETL to fulfill the Scope of Services included hereunder.

In addition, the terms of this Cost Estimate are in accordance with the Master Services Agreement between the City of Hutto and Rock Engineering and Testing Laboratory LLC MSA 23-07A and constitute part of this agreement.

### **Closing**

If you are in agreement with our proposed scope of work and fees, please provide authorization to proceed. Thank you for selecting our firm to assist you with this project. If you have any questions, or comments, please call our office.

Sincerely,



Brian Geiger, P.E.  
Geotechnical Project Manager



Arnie K. Hammock, P.E.  
Vice President – Round Rock

## Project Cost Estimate

**FIELD SERVICES**

|                                                        | <b>QUANTITY</b> | <b>UNIT PRICE</b> | <b>EXTENSION</b> |
|--------------------------------------------------------|-----------------|-------------------|------------------|
| Mobilization and Demobilization                        | 1               | 550.00            | 550.00           |
| Soil Drilling and Sampling, Hollow Stem Auger, 0-50 ft | 0               | 30.00             | 0.00             |
| Soil Drilling and Sampling, Solid Stem Auger, 0-50 ft  | 105             | 23.00             | 2415.00          |
| Rock Drilling and Sampling, Air Rotary, 0-50 ft        | 0               | 23.00             | 0.00             |
| Rock Coring, 0-50 ft                                   | 0               | 35.00             | 0.00             |
| Soil Drilling and Sampling, Hollow Stem Auger, >50 ft  | 0               | 35.00             | 0.00             |
| Soil Drilling and Sampling, Solid Stem Auger, >50 ft   | 0               | 28.00             | 0.00             |
| Rock Drilling and Sampling, Air Rotary, >50 ft         | 0               | 28.00             | 0.00             |
| Rock Coring, >50 ft                                    | 0               | 40.00             | 0.00             |
| Air Compressor, per day                                | 0               | 250.00            | 0.00             |
| Bentonite Backfill, per foot                           | 0               | 9.50              | 0.00             |
| Traffic Control, per day                               | 2               | 2000.00           | 4000.00          |
| Graduate Engineer or Geologist                         | 0               | 135.00            | 0.00             |
| Geo-technician                                         | 20              | 70.00             | 1400.00          |
| Senior Engineering Technician                          | 0               | 90.00             | 0.00             |

**SUB-TOTAL FOR FIELD SERVICES****8365.00****LABORATORY TESTING**

|                                          |    |        |      |
|------------------------------------------|----|--------|------|
| Moisture Content Test                    | 42 | 15.00  | 630  |
| Density Determination                    | 0  | 50.00  | 0    |
| Atterberg Limit Test                     | 21 | 90.00  | 1890 |
| Material Finer Than No. 200 Sieve (Wash) | 21 | 60.00  | 1260 |
| Unconfined Compression Test (Soil)       | 0  | 85.00  | 0    |
| Unconfined Compression Test (Rock)       | 0  | 105.00 | 0    |
| Sieve Analysis                           | 0  | 90.00  | 0    |
| Hydrometer Test                          | 0  | 280.00 | 0    |
| 1-Dimensional Swell Test                 | 4  | 150.00 | 600  |
| Consolidation Test                       | 0  | 650.00 | 0    |
| ASTM D698 (Standard Proctor)             | 0  | 300.00 | 0    |
| ASTM D1557 (Modified Proctor)            | 0  | 325.00 | 0    |
| TEX-113-E or TEX-114-E                   | 0  | 350.00 | 0    |
| California Bearing Ratio                 | 0  | 400.00 | 0    |
| Lime Series                              | 2  | 250.00 | 500  |
| Sulfate Content                          | 7  | 75.00  | 525  |

**SUB-TOTAL FOR TESTING SERVICES****5405.00****ENGINEERING & REPORT PREP.**

|                                |    |        |      |
|--------------------------------|----|--------|------|
| Registered Engineer Texas P.E. | 16 | 250.00 | 4000 |
| Project Manager                | 2  | 180.00 | 360  |
| Graduate Engineer or Geologist | 6  | 135.00 | 810  |
| Geo-technician                 | 4  | 70.00  | 280  |

**SUB-TOTAL FOR ENGINEERING & REPORT PREP.****5170****TOTAL ESTIMATED PROJECT COST****18940.00**

ROCK ENGINEERING AND TESTING LABORATORY, LLC (TBPE FIRM NO. 2101)  
 7 ROUNDVILLE LANE • AUSTIN, TEXAS, 78664  
 OFFICE: (512) 284-8022 • www.rocktesting.com



# AGENDA ITEM REPORT

13.18.



**To:** City Council  
**Subject:** Consideration and possible action on approving the September 21, 2023 and September 28, 2023 City Council meeting minutes (Angela Lewis)  
**Meeting:** Thursday, October 12, 2023  
**Department:** City Secretary /  
**Staff Contact:** Angela Lewis

## BACKGROUND INFORMATION:

Staff recommends that City Council approves the September 21, 2023 and September 28, 2023 City Council meeting minutes.

## SUMMARY OF REQUEST:

Approval as presented

## STAFF REVIEW:

Staff recommends approval

## FISCAL NOTES:

No known fiscal impact

## ATTACHMENTS:

1. 9.21.23 CC Meeting Minutes DRAFT
2. 9.28.23 CC Meeting Minutes DRAFT



# City of Hutto

## MINUTES

City Council Meeting  
Thursday, September 21, 2023 at 7:00 PM  
City Council Chambers  
500 W. Live Oak Street

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](http://www.huttotx.gov)

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

**2. ROLL CALL**

*Members of City Council present: Mayor Mike Snyder, Mayor Pro Tem Peter Gordon, Councilmember Brian Thompson, Councilmember Dan Thornton, Councilmember Amberley Kolar, Councilmember Dana Wilcott, Councilmember Randal Clark*

Absent: None

*Members of staff that were present were James Earp, City Manager; Matt Wojnowski, Assistant City Manager; Dottie Palumbo, Legal Counsel; Ashley Bailey, Executive Director of Development Services; Angela Lewis, City Secretary; Kate Moriarty, Management Analyst; Matt Rector, City Engineer; Amanda Taylor, Assistant City Secretary*

**3. INVOCATION –Pastor James Skorzewski of Christ the Rock Lutheran Church**

**4. PLEDGE OF ALLEGIANCE**

**5. PROCLAMATIONS**

- 5.1 Anne Cano Proclamation – accepted by husband Jerry Cano and members of the Cano family

**6. CITY MANAGER COMMENTS**

**James R. Earp, City Manager**

**City Manager Earp provided updates on the following:**

- Anne Cano tribute
- Water Conservation Update
- Extreme Home Makeover event
- Upcoming Halloween Contest
- Library Sign Up
- Day of Caring

**7. PUBLIC COMMENTS**

- Heather Mack
- Aaron King
- Tim Haney, passed
- Onnesha Williams
- Tamara Haney, passed
- Cheryl Stewart
- Dr. Maurice Kunda
- Andrew Murphy
- Tony Villa

## 8. PUBLIC HEARINGS AND RELATED ACTION

- 8.1 Consideration and action on public hearing on the proposed 2024 tax rate (Anne LaMere)

*Public Hearing opened at 7:44 pm. Steven Harris and Mark Alexeyevich spoke. Closed public hearing at 7:50 pm.*

- 8.2 Consideration and possible action on Resolution No. R-2023-210 approving the Personnel Policy (Irene Talioaga)

*A motion was made by Councilmember Kolar and seconded by Mayor Pro Tem Gordon to approve Resolution No. R-2023-210. The vote passed 6,1 (Snyder dissenting).*

- 8.3 Consideration and possible action on Resolution No. R-2023-211 approving the Police Shift Differential Policy (Jeffrey Yarbrough)

*A motion was made by Councilmember Thompson and seconded by Councilmember Thornton to approve Resolution No. R-2023-211. The vote passed 7,0.*

- 8.4 Consideration and possible action on Resolution No. R-2023-209 approving Fiscal and Budget Policy Amendments (Anne LaMere)

*A motion was made by Councilmember Clark and seconded by Councilmember Kolar to approve Resolution No. R-2023-209. The vote passed 7,0.*

*Items 8.10 through 8.13 were heard at this time.*

- 8.10 Conduct a public hearing and consider action on Ordinance No. O-2023-062 for the proposed Specific Use Permit request for the property known as 4037 FM 1660 (North), to allow an elevated water pump station (UDC 10.304.8) (First Reading) (Ashley Bailey)

Public hearing was opened 8:12 pm. There were no speakers and Public Hearing was closed at 8:16 pm.

*A motion was made by Councilmember Clark and seconded by Councilmember Thompson to approve Ordinance No. O-2023-062. The vote passed 7,0.*

- 8.11 Conduct a public hearing and consider action on Ordinance No. O-2023-063 for the proposed amendment to the Townwest Commons Planned Unit Development (PUD), 18.83 acres, more or less, of land, located northwest of US79 and Ed Schmidt Blvd (First Reading) (Ashley Bailey)

Public hearing was opened 8:17 pm. Tara Ward spoke, and the public hearing was closed at 8:28 pm.

*A motion was made by Councilmember Clark and seconded by Mayor Pro Tem Gordon to approve Ordinance No. O-2023-063 with the amendment of striking the allowance of pole mounted transformers and adding the requirement that stand alone restaurants have a minimum of one parking space per 50 sq ft of building space. The vote passed 6,1 (Snyder dissenting).*

- 8.12 Consideration and possible action on Resolution No. R-2023-208 approving the municipal services agreement for the proposed annexation of the TCR Allora tract, 16.954 Acres, more or less of land located on the west side of CR132 approximately 0.46 miles north of US 79 (Ashley Bailey)

*A motion was made by Councilmember Clark and seconded by Councilmember Kolar to approve Resolution No. R-2023-208. The vote passed 6,1 (Snyder dissenting)*

- 8.13 Conduct a public hearing and consider action on Ordinance No. O-2023-061 approving the Annexation of the TCR Allora Tract, 16.954 Acres, more or less of Land and to Establish the Base Zoning as MF (Multi-Family) located on the west side of CR132 approximately 0.46 miles north of US 79 (First Reading) (Ashley Bailey)

Public Hearing was opened at 8:47 pm. There were no speakers, and the Public Hearing closed at 8:47 pm.

*A motion was made by Councilmember Clark and seconded by Councilmember Kolar to approve Ordinance No. O-2023-061. The vote passed 6,1 (Snyder dissenting)*

## **9. BOARDS AND COMMISSIONS**

- 9.1 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 Wilcott nominated Kyle Parkinson to Library Board.*

*A motion was made by Councilmember Wilcott and seconded by Councilmember Kolar to approve the nomination of Kyle Parkinson to Library Board. The vote passed 7,0.*

- 9.2 Consideration and possible action on assigning the Diversity and Inclusion Commission to bring Diversity, Equity, and Inclusion (DE&I) Training recommendations to council at the September 28th City Council Meeting (Councilmember Brian Thompson)

*A motion was made by Councilmember Thompson and seconded by Councilmember Thornton directing staff to bring Diversity, Equity, and Inclusion training options for Council at the Oct 12<sup>th</sup> meeting. The vote passed 7,0.*

- 9.3 Consideration and possible action on Council Liaison Duties (Councilmember Brian Thompson)

*City Council will make this a work session item.*

*At this time, Councilmember Clark requested presenting a powerpoint prior to voting on the budget and tax items, to which Mayor Snyder objected. A vote was held to appeal this decision.*

*A motion was made by Councilmember Clark and seconded by Mayor Pro Tem Gordon to appeal the Mayors objection and allow Councilmember Clark to present his PowerPoint. The vote passed 6,1 (Snyder dissenting).*

- 8.5 Consideration and possible action on Ordinance No. O-2023-058 creating a Street Maintenance Fee (Second Reading) (Matt Rector)

*A motion was made by Councilmember Kolar and seconded by Councilmember Thompson to not adopt Ordinance No. O-2023-058.*

*After discussion, a motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Wilcott to table Ordinance No. O-2023-058 until other budget discussions were finalized within this meeting. The vote passed 4,3. (Kolar, Thompson, and Snyder dissenting)*

*A motion was made by Councilmember Kolar and seconded by Mayor Snyder to move \$189,030 in franchise fees to the street maintenance fund to bring its balance to \$939,030.*

*An amendment motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Clark to set the street maintenance fund at 1.5 million. The vote passed 7,0.*

*The final amended motion on the floor was to approve moving the \$189,030 from the utility fund to the general fund and having the balance for the Street Maintenance fund set at \$1.5 million. The vote passed 7,0.*

- 8.6 Consideration and possible action on Ordinance No. O-2023-066 amending Appendix A of the Hutto Code of Ordinance, Article A3.001 for an increase for Solid Waste, Collection Fees, Utility Billing rates, Section, Article A4.000 Public Facility Rentals, and Consolidating Fees (First Reading) (Anne LaMere)

*A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Wilcott to approve Ordinance No. O-2023-066 in part. The vote passed 6,1 (Thornton dissenting).*

- 8.7 Consideration and possible action to approve Ordinance No. O-2023-064 of the City of Hutto, Texas approving and adopting a budget for the City of Hutto for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024 for the City of Hutto, Texas (First Reading) (Anne LaMere)

*A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Clark to remove all projects from the Community Benefit Fund in the City Managers original budget proposal and funding them elsewhere. The projects included were T-20 for \$260k, F-02 for \$300k, T-06 for \$500k, and T-01 for \$550k. The vote passed 6,1 (Kolar dissenting).*

*A motion was made by Councilmember Clark and seconded by Councilmember Thornton to set the balance of project T-01 and T-06 (annual sidewalks, and Lakeside estate sidewalks) each at \$250k. The vote passed 5,2 (Kolar and Thompson dissenting).*

*A motion was made by Councilmember Clark and seconded by Mayor Pro Tem Gordon to remove a cybersecurity position and auditor position, and add a library position. The vote passed 7,0.*

*A motion was made by Councilmember Clark and seconded by Mayor Snyder to remove the library building feasibility study. The vote passed 6,1 (Kolar dissenting).*



*A motion was made by Mayor Snyder and seconded by Councilmember Thornton to delete the public safety study. The vote failed 2,5 (Gordon, Kolar, Thompson, Wilcott and Clark dissenting).*

*A motion was made by Mayor Snyder Clark and seconded by Councilmember Kolar to raise police salaries to the 77<sup>th</sup> percentile. The vote passed 7,0.*

*A motion was made by Councilmember Kolar and seconded by Councilmember Thompson to remove an outreach specialist position. The vote passed 5,2.*

*A motion was made by Councilmember Thornton and seconded by Councilmember Kolar to remove a streetsweeper and a streetsweeper position. The vote failed 2,5 (Gordon, Kolar, Clark, Thompson and Wilcott dissenting).*

*A motion was made by Councilmember Kolar and seconded by Councilmember Wilcott to reduce the street maintenance fund to 1 million. The vote failed 3,4 (Clark, Gordon, Thompson and Thornton dissenting).*

*A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Clark to implement an \$8.44 road maintenance fee per unit to fund \$1.5 million, and amended this motion to include putting the roads improvements on the website. The vote failed 2,5 (Thompson, Kolar, Wilcott, Snyder and Thornton dissenting).*

*A motion was made by Councilmember Kolar to lower the street maintenance fund to \$1.2 million, remove the business specialist position, and reduce the police parity pay from \$800k to \$600k. There was no second, and the motion died.*

*A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Wilcott to reduce police proposed pay increase from \$800,000 to \$500,000 and reduce the Street Maintenance fund to \$1.2 million. The vote passed 5,2 (Snyder and Thornton dissenting).*

*A motion was made by councilmember Kolar to remove two PARD positions from the budget. There was no second, and the motion died.*

*A motion was made by Councilmember Thompson to push T-11 to FY 25, but rescinded when he was notified it is funded through bonds, not the general fund.*

*A motion was made by Councilmember Wilcott and seconded by councilmember Thompson to set the tax rate at 0.433409. The vote failed 4,3 (needed a vote of 5) (Kolar, Thornton, and Snyder dissenting).*

*A motion was made by Councilmember Clark to create a road maintenance fee of \$5. There was no second, and the motion died.*

*A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Kolar to reduce the 3349 project aesthetic upgrade by \$260,000. The vote passed 7,0.*

*A motion was made by Councilmember Kolar and seconded by Councilmember Wilcott to add \$255,000 to sales tax revenue. The vote passed 6,1 (Snyder dissenting).*

*A motion was made by Councilmember Thompson and seconded by Councilmember Kolar to set the tax rate at .422114. The vote passed 5,2. (Thornton and Snyder dissenting)*

*A motion was made by Mayor Pro Tem Gordon to untangle 8.5. With no objections they voted on the original motion made by Councilmember Kolar and seconded by Councilmember Thompson not to adopt Ordinance No. O-2023-058.*

- 8.5 Consideration and possible action on Ordinance No. O-2023-058 creating a Street Maintenance Fee (Second Reading) (Matt Rector)

*A motion was made by Councilmember Kolar and seconded by Councilmember Thompson to not adopt Ordinance No. O-2023-058. The vote passed 7,0.*

- 8.6 Consideration and possible action on Ordinance No. O-2023-066 amending Appendix A of the Hutto Code of Ordinance, Article A3.001 for an increase for Solid Waste, Collection Fees, Utility Billing rates, Section, Article A4.000 Public Facility Rentals, and Consolidating Fees (First Reading) (Anne LaMere)

*A motion was made by Councilmember Clark and seconded by Mayor Pro Tem Gordon to approve Ordinance No. O-2023-064 fee schedules with trash and parks fees as presented, but non-Hutto users must pay \$60.38. The vote passed 7,0.*

- 8.7 Consideration and possible action to approve Ordinance No. O-2023-064 of the City of Hutto, Texas approving and adopting a budget for the City of Hutto for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024 for the City of Hutto, Texas (First Reading) (Anne LaMere)

*A motion was made by Councilmember Clark and seconded by Mayor Pro Tem Gordon to approve Ordinance No. O-2023-064 approving and adopting the Fiscal Year 2023-2024 budget. The vote passed 5,2 (Snyder and Thornton dissenting).*

- 8.8 Consideration and possible action to approve Resolution No. R-2023-240 ratifying the property tax increase reflected in the City of Hutto Fiscal Year 2023-2024 operating budget (Anne LaMere)

*A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Kolar to approve Resolution No. R-2023-240. The vote passed 5,2 (Snyder and Thornton dissenting).*

- 8.9 Consideration and possible action to approve Ordinance No. O-2023-068 of the City of Hutto, Texas, levying Ad Valorem taxes for the use and support of the municipal government for the City of Hutto for the Fiscal Year 2023-2024 (First Reading) (Anne LaMere)

*A motion was made by Councilmember Kolar and seconded by Councilmember Wilcott to approve Ordinance No. O-2023-068. The vote passed 5,2 (Snyder and Thornton dissenting).*

## **10. ORDINANCES**

- 10.1 Consideration and possible action on Ordinance No. O-2023-060 amending process for Finance Disclosure Statements (Legal)

*A motion was made by Councilmember Thompson and seconded by Councilmember Wilcott to approve Ordinance No. O-2023-060. The vote passed 4,3 (Kolar, Snyder and Thornton dissenting).*

- a. Consideration and possible action on Ordinance No. O-2023-060 to dispense with the second reading pursuant to Hutto City Charter Article 3, Section 3.13 (Legal)

*A motion was made by Councilmember Clark and seconded by Councilmember Mayor Pro Tem Gordon to dispense with the second reading of Ordinance No. O-2023-060. The vote passed 4,3 (Kolar, Snyder and Thornton dissenting).*

- 10.2 Discussion and consideration on Ordinance No. O-2023-070 for a budget amendment to increase the amount of Waste Management Expense from Fund Balance in the amount of \$400k (Anne LaMere)

*A motion was made by Councilmember Clark and seconded by Councilmember Kolar to approve Ordinance No. O-2023-070. The vote passed 7,0.*

## **11. RESOLUTIONS**

- 11.1 Consideration and possible action relating to Resolution No. R-2023-207 of the City of Hutto, Texas, authorizing the City Manager to execute a change order with Cash Construction Company, Inc. in the amount of \$366,905.47 related to the US 79 Transmission Waterline project (CIP W-17) (Matt Rector)

*A motion was made by Councilmember Clark and seconded by Councilmember Wilcott to approve Resolution No. R-2023-207. The vote passed 7,0.*

- 11.2 Consideration and possible action on Resolution No. R-2023-236 authorizing the City Manager to execute Task Order (TO) 05 for professional engineering construction phase services with HNTB Corporation for construction administration and engineering in the amount of \$363,037.45 for the FM 1660 North at Limmer Loop and FM 1660 S at US 79 projects (CIP T02 and T03) (Matt Rector)

*A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Kolar to approve Resolution No. R-2023-236. The vote passed 6,1. (Snyder dissenting)*

- 11.3 Consideration and possible action relating to Resolution No. R-2023-206 of the City of Hutto, Texas, authorizing the City Manager to execute a change order with C.C. Carlton Industries, LTD in the amount of \$95,887.65 related to the Shiloh and Noack Pump Station Improvements Project (CIP W-02) (Matt Rector)

*A motion was made by Councilmember Clark and seconded by Councilmember Thompson to approve Resolution No. R-2023-206. The vote passed 7,0.*

*City Council moved Items 11.4 - 11.8 to Consent Agenda.*

## **12. OTHER BUSINESS**

- 12.1 Consideration and possible action relating to the Ed Schmidt Improvements report recommendations (CIP T10) (Matt Rector)

*Moved to next meeting on September 28.*

- 12.2 Consideration and possible action on Resolution No. R-2023-218 accepting Compensation Study (Irene Talioaga)

*A motion was made by Councilmember Thompson and seconded by Mayor Pro Tem Gordon to approve Resolution No. R-2023-218. The vote passed 7,0.*

## **13. CONSENT AGENDA ITEMS**

- 11.4 Consideration and possible action on Resolution No. R-2023-212 regarding Master Service Agreements for Utility Engineering professional services with Garver LLC, Cobb-Fendley & Associates, Inc., DCS, Kimley-Horn and Associates, and LJA Engineering (Matt Rector)
- 11.5 Consideration and possible action on Resolution No. R-2023-213 regarding Master Service Agreements for Transportation and Drainage Engineering

professional services with K Friese & Associates, Inc., Freese and Nichols, Inc., TranSystems Corporation Consultant, WSB LLC, and JMT (Matt Rector)

- 11.6 Consideration and possible action on Resolution No. R-2023-214 regarding Master Service Agreements for Architecture and Landscape Architecture professional services with MWM DesignGroup, Sunland Group, and MHS Planning & Design (Matt Rector)
- 11.7 Consideration and possible action on Resolution No. R-2023-215 regarding Master Service Agreements for Geotechnical Engineering professional services with Rock Engineering, Raba Kistner, and Braun Intertec (Matt Rector)
- 11.8 Consideration and possible action on Resolution No. R-2023-216 regarding Master Service Agreements for Surveying and Land Services professional services with Cobb, Fendley & Associates, SAM, LLC, MWM DesignGroup, and Titan Valuations (Matt Rector)
- 13.1 Consideration and possible action accepting the August Financial Statements (Anne LaMere)
- 13.2 Consideration and possible action on Ordinance No. O-2023-069 repealing Ordinance NO. 0.15.10.01-7A, Amending Chapter 2: Administration and Personnel; ARTICLE 2.03; PERSONNEL; SECTION 2.03.002: EMPLOYEE POLICIES AND PROCEDURES of the Hutto Code of Ordinances (Irene Talioaga)
  - a. Consideration and possible action on Ordinance No. O-2023-069 to dispense with the second reading pursuant to Hutto City Charter Article 3, Section 3.13. (Legal)
- 13.3 Consideration and possible action on approving the August 24, 2023 Special Called, August 31, 2023 Special Called, September 7, 2023 City Council and September 7, 2023 Work Session meeting minutes (Angela Lewis)
- 13.4 Consideration and possible action adopting Ordinance No. O-2023-059 related to Parks and Recreation Ordinance Section 18.02.006 Sale of Goods and Services (Second Reading) (Jeff White)

*A motion was made by Councilmember Clark and seconded by Mayor Pro Tem Gordon to approve Consent Agenda Item Nos. 11.4, 11.5, 11.6, 11.7, 11.8, 13.1, 13.2, 13.3, and 13.4 as presented. The vote passed 7,0.*

## **14.1 EXECUTIVE SESSION**

*14.1 was pulled from Executive Session and discussed in open session. There was no Executive Session.*

- 14.1 Receive legal advice pursuant to Texas Government Code Section 551.071 (Consultation with Attorney) relating to a request by Lidell Walker of fees associated with the Stormwater Management Program pursuant to Ordinance No. O-2023-045 creating a Stormwater Management Program and Ordinance No. O-2023-046 amending the City Rate Schedule to include fees associated with the Stormwater Management Program for 265 acres of property located at CR 132 and FM 1660 also known as the “Lidell Walker Public Improvement District”

*There was no action.*

**15. ACTION RELATIVE TO EXECUTIVE SESSION – *None***

**16. CITY COUNCIL COMMENTS**

- 16.1. General Comments from City Council

*Councilmember Thompson and Mayor Snyder provided comments.*

- 16.2. Future Agenda Items

*Councilmember Thornton – requested a Boards and Commissions item*

*Councilmember Clark – requested a Charter Review update*

- 16.3 Future Additional or Rescheduled meetings as allowed by Hutto City Code Section 1.02.033 Additional or Rescheduled Meetings

**17. ADJOURNMENT – *September 22<sup>nd</sup>, 2023 at 3:17 AM***

ATTEST:

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Mike Snyder, Mayor

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Angela Lewis, City Secretary





# City of Hutto

## MINUTES

City Council Meeting  
Thursday, September 28, 2023 at 7:00 PM  
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**1. CALL SESSION TO ORDER: 7:00 PM**

**2. ROLL CALL**

*Members of City Council present: Mayor Mike Snyder, Mayor Pro Tem Peter Gordon, Councilmember Brian Thompson, Councilmember Dan Thornton, Councilmember Amberley Kolar, Councilmember Dana Wilcott, Councilmember Randal Clark*

Absent: None

*Members of staff that were present were James Earp, City Manager; Matt Wojnowski, Assistant City Manager; Dottie Palumbo, Legal Counsel; Ashley Bailey, Executive Director of Development Services; Angela Lewis, City Secretary; Kate Moriarty, Management Analyst; Matt Rector, City Engineer; Amanda Taylor, Assistant City Secretary*

**3. INVOCATION –Pastor Arthur Spence from Little Ebenezer Baptist Church**

**4. PLEDGE OF ALLEGIANCE**

**5. PROCLAMATIONS**

- 5.1 World Teacher Day – Read by Mayor Snyder
- 5.2 World Hispanic Month – Read by Mayor Snyder, accepted by Joaquin Bordoni

**6. PUBLIC COMMENTS**

- Connie Gooding
- Ida Weaver (yielded her time to James Weaver)
- James Weaver
- Heather Mack
- Kim Dale (declined to speak)
- Tony Vila
- Aaron King
- Onnesha Williams
- Melody Southall
- Robin Sutton
- Rick Hudson (yielded time to Robin Sutton)
- Zoe Hopwood (yielded time to Onnesha Williams)

- Onnesha Williams
- Rava Raviat
- Nicole Calderone

## 7. **BOARDS AND COMMISSIONS**

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

*No action taken.*

## 8. **ORDINANCES**

- 8.1 Consideration and possible action on approval of Ordinance No. O-2023-067 regarding Blanket Purchase Orders (First Reading) (Anne LaMere)

*A motion was made by Councilmember Clark and seconded by Councilmember Thompson to approve Ordinance No. O-2023-067. The vote passed 6,1 (Snyder dissenting).*

- 8.2 Consideration and possible action to reconsider Ordinance No. O-2023-062 for the proposed Specific Use Permit request for the property known as 4037 FM 1660 (North), to allow an elevated water pump station (UDC 10.304.8) (Second Reading) (Ashley Bailey)

*A motion was made by Councilmember Clark and seconded by Mayor Pro Tem Gordon to postpone this item until more information may be retrieved by staff. The vote passed 6,0 (Wilcott away from dias).*

## 9. **RESOLUTIONS**

- 9.1 Consideration and possible action on Resolution No. R-2023-249 for the issuance of \$11 million in tax-supported General Obligation Bonds for park improvements (Anne LaMere and Jim Sabonis)

*A motion was made by Councilmember Thompson and seconded by Councilmember Clark to approve Resolution No. R-2023-062. The vote passed 6,1 (Snyder dissenting).*

- 9.2 Consideration and possible action on Resolution No. R-2023-241 for the reconciliation of Fund 60 Bond Fund to include reclassification of expenses to the General Fund, 2022 General Obligation Bond Fund, and Park Improvement Fund (Anne LaMere and Christina Bishop)

*A motion was made by Councilmember Clark and seconded by Councilmember Kolar to approve Resolution No. R-2023-062. The vote passed 7,0.*

## **10. OTHER BUSINESS**

- 10.1 Consideration and possible action relating to the Ed Schmidt Improvements report recommendations (CIP T10) (Matt Rector)

*A motion was made by Councilmember Thompson and seconded by Councilmember Wilcott to direct staff to get feedback from Emergency Services and to bring back preferred alternatives to Council. The vote passed 7,0.*

## **11. CONSENT AGENDA ITEMS**

- 11.1 Consideration and possible action on Ordinance No. O-2023-066 amending Appendix A of the Hutto Code of Ordinance, Article A3.001 for an increase for Solid Waste, Collection Fees, Utility Billing rates, Section, Article A4.000 Public Facility Rentals, and Consolidating Fees (Second Reading) (Anne LaMere)
- 11.2 Consideration and possible action to approve Ordinance No. O-2023-064 of the City of Hutto, Texas approving and adopting a budget for the City of Hutto for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024 for the City of Hutto, Texas (Second Reading) (Anne LaMere)
- 11.3 Consideration and possible action to approve Resolution No. R-2023-240 ratifying the property tax increase reflected in the City of Hutto Fiscal Year 2023-2024 operating budget (Second Reading) (Anne LaMere)
- 11.4 Consideration and possible action to approve Ordinance No. O-2023-068 of the City of Hutto, Texas, levying Ad Valorem taxes for the use and support of the municipal government for the City of Hutto for the Fiscal Year 2023-2024 (Second Reading) (Anne LaMere)
- 11.5 Consideration and possible action on Resolution No. R-2023-242 regarding Master Service Agreements for Architecture and Landscape Architecture professional services with Clark Condon (Matt Rector)
- 11.6 Consideration and possible action on Resolution No. R-2023-243 regarding Master Service Agreements for Geotechnical Engineering professional services with Arias (Matt Rector)
- 11.7 Consideration and possible action on Resolution No. R-2023-250 authorizing the City Manager to execute a Letter of Intent for Environmental Protection Agency

(EPA) Water Infrastructure Finance and Innovation Act (WIFIA) credit assistance (Matt Rector)

- 11.8 Consideration and possible action on Resolution No. R-2023-234 authorizing the City Manager to execute an Individual Project Order (IPO) with COBB Fendley & Associates, Inc. in the amount of \$1,021,473.93 for the New Elevated Storage Tank (Cottonwood 2.0 MG EST) project (Matt Rector)
- 11.9 Consideration and possible action on Resolution No. R-2023-223 authorizing the City Manager to execute an Individual Project Order (IPO) with Clark Condon Associates, Inc. in the amount of \$144,950 for the Parks Master Plan project (Matt Rector)
- 11.10 Consideration and possible action on Resolution No. R-2023-232 authorizing the City Manager to execute an Individual Project Order (IPO) with TranSystems Corporation Consultants in the amount of \$128,184 for the Lakeside Estates Sidewalks, Phase 3 project (Matt Rector)
- 11.11 Consideration and possible action on Resolution No. R-2023-228 authorizing the City Manager to execute an Individual Project Order (IPO) with Clark Condon Associates, Inc. in the amount of \$125,000 for the Pickle Ball Courts project (Matt Rector)
- 11.12 Consideration and possible action on Resolution No. R-2023-244 authorizing the City Manager to execute an Individual Project Order (IPO) with Johnson, Mirmiran, & Thompson, Inc. in the amount of \$123,850.58 for the Innovation at Limmer Loop Traffic Signal project (Matt Rector)
- 11.13 Consideration and possible action on Resolution No. R-2023-245 authorizing the City Manager to execute an Individual Project Order (IPO) with Clark Condon Associates, Inc. in the amount of \$65,000 for the Trails Master Plan project (Matt Rector)
- 11.14 Consideration and possible action on Resolution No. R-2023-235 authorizing the City Manager to execute an Individual Project Order (IPO) with LJA Engineering in the amount of \$50,877.00 for the Downtown Elevated Tank Rehabilitation project (Matt Rector)
- 11.15 Consideration and possible action on Resolution No. R-2023-246 authorizing the City Manager to execute a task order with Terracon in the amount of \$47,424 for construction materials observation and testing services related to the FM 1660 at Limmer Loop project (CIP T-02) (Matt Rector)
- 11.16 Consideration and possible action on Resolution No. R-2023-224 authorizing the City Manager to execute an Individual Project Order (IPO) with MHS Planning &

Design in the amount of \$39,930 for the Solar Lighting Improvements at Existing Trails project (Matt Rector)

- 11.17 Consideration and possible action on Resolution No. R-2023-227 authorizing the City Manager to execute an Individual Project Order (IPO) with Sunland Group, LLC in the amount of \$39,518.46 for the Adam Orgain Restroom project (Matt Rector)
- 11.18 Consideration and possible action on Resolution No. R-2023-225 authorizing the City Manager to execute an Individual Project Order (IPO) with MHS Planning & Design in the amount of \$30,502 for the Athletic Fields Study project (Matt Rector)
- 11.19 Consideration and possible action on Resolution No. R-2023-221 authorizing the City Manager to execute an Individual Project Order (IPO) with MWM DesignGroup, INC. in the amount of \$30,000 for the Cross-Creek Trail Expansion project (Matt Rector)
- 11.20 Consideration and possible action on Resolution No. R-2023-222 authorizing the City Manager to execute an Individual Project Order (IPO) with Clark Condon Associates, Inc. in the amount of \$21,000 for the Adam Orgain Trail Extension project (Matt Rector)
- 11.21 Consideration and possible action on Resolution No. R-2023-247 authorizing the City Manager to execute an Individual Project Order (IPO) with Cobb Fendley and Associates Inc., in the amount of \$9,600 for Survey Services on the Adam Orgain Restroom Facility project (Matt Rector)
- 11.22 Consideration and possible action on Resolution No. R-2023-227 authorizing the City Manager to execute an Individual Project Order (IPO) with Sunland Group, LLC in the amount of \$6,237.11 for the Parks Security Cameras project (Matt Rector)
- 11.23 Consideration and possible action on Resolution No. R-2023-248 authorizing the City Manager to execute an Individual Project Order (IPO) with Braun Inertec, Inc. in the amount of \$5,559 for Geotechnical Services on the Adam Orgain Restroom Facility project (Matt Rector)
- 11.24 Consideration and possible action on Resolution No. R-2023-217 regarding an events management agreement per Section 3.12 of the Hutto Co-Op District Amended and Restated Master Development Agreement (Kristi Barnes)
- 11.25 Consideration and possible action on approving the September 21, 2023 City Council work session meeting minutes (Angela Lewis)

- 11.26 Consideration and possible action on Ordinance No. O-2023-070 regarding a budget amendment to increase the amount of Waste Management Expense from Fund Balance in the amount of \$400k (Second Reading) (Anne LaMere)
- 11.27 Consideration and possible action on Ordinance No. O-2023-061 approving the Annexation of the TCR Allora Tract, 16.954 Acres, more or less of Land and to Establish the Base Zoning as MF (Multi-Family) located on the west side of CR132 approximately 0.46 miles north of US 79 (Second Reading) (Ashley Bailey)

*A motion was made by Councilmember Clark and seconded by Councilmember Thompson to approve Consent Agenda Item Nos. 11.1, 11.2, 11.3, 11.4, 11.5, 11.6, 11.7, 11.8, 11.9, 11.10, 11.11, 11.12, 11.13, 11.14, 11.15, 11.16, 11.17, 11.18, 11.19, 11.20, 11.21, 11.22, 11.23, 11.24, 11.25, 11.26, and 11.27 as presented. The vote passed 5,2 (Thornton and Snyder dissenting).*

*Mayor Snyder made a motion to pull Executive Session Item 12.1 out of Executive Session, and Councilmember Thornton seconded. After discussion, Item 12.1 remained in Executive session.*

## **12. EXECUTIVE SESSION**

- 12.1 Receive legal advice pursuant to Texas Government Code Section 551.071 (Consultation with Attorney) relating to a request by Lidell Walker of fees associated with the Stormwater Management Program pursuant to Ordinance No. O-2023-045 creating a Stormwater Management Program and Ordinance No. O-2023-046 amending the City Rate Schedule to include fees associated with the Stormwater Management Program for 265 acres of property located at CR 132 and FM 1660 also known as the “Lidell Walker Public Improvement District”
- 12.2 Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims, Pending Litigation, Potential Litigation, and City Council Legal Requests.

*There was no action taken in Executive Session.*

## **13. ACTION RELATIVE TO EXECUTIVE SESSION**

*There was no action taken.*

## **14. CITY COUNCIL COMMENTS**

- 14.1. General Comments from City Council

*Councilmember Clark, Mayor Pro Tem Gordon and Councilmember Thompson provided comments.*



14.2. Future Agenda Items

*None.*

14.3 Future Additional or Rescheduled meetings as allowed by Hutto City Code  
Section 1.02.033 Additional or Rescheduled Meetings

*None.*

**15. ADJOURNMENT – *September 28<sup>th</sup>, 2023 at 10:39 PM***

ATTEST:

\_\_\_\_\_  
Mike Snyder, Mayor

\_\_\_\_\_  
Angela Lewis, City Secretary

# AGENDA ITEM REPORT

13.19.



**To:** Planning and Zoning Commission  
**Subject:** Consider action on Ordinance No. O-2023-063 for the proposed amendment to the Townwest Commons Planned Unit Development (PUD), 18.83 acres, more or less, of land, located northwest of US79 and Ed Schmidt Blvd (Second Reading) (Ashley Bailey)  
**Meeting:** Thursday, October 12, 2023  
**Department:** Development Services  
**Staff Contact:** Ashley Bailey

## BACKGROUND INFORMATION:

The proposal is to modify Phase II of the existing Townwest Commons PUD which consists of approximately 18.83 acres north of US 79 between Alliance and Ed Schmidt Blvds. This tract of land was originally annexed into the city in 2002 with a Planned Unit Development approved in December of 2006 for the purposes of allowing the Lowe's development but did not provide specifics on Phase II of the development. The amendment proposes architectural design, site planning, landscaping, and signage for Phase II, including Academy and EVO.

WEST: Alliance Blvd. and Undevelopment Light Industrial Property (Ironwood)

NORTH: SF-1, Emory Crossing

EAST: Existing Commercial Development, Phase I of the Townwest Commons PUD

SOUTH: US79 and existing commercial

The proposed PUD amendment seeks to modify the PUD in the following areas:

1. Provide a site plan for Phase II of the development.
2. Add architectural elevations for the proposed buildings.
3. Allow uniform parking lot lighting within the overall development across internal lot lines.
4. Modify the pylon signage and provide for additional building signage.
5. A revised landscaping plan for Phase II.
6. An allowance for pole mounted transformers and overhead utility lines in lieu of underground and ground-mounted equipment.

The PUD amendment provides for additional specificity for the remaining development area. The attached elevations show buildings that mostly comply with all aspects of the Unified Development Code with minor exceptions for glazing and removal of recesses and projections along long facades on the Academy and EVO buildings. The collection of elevations provides for harmony across Phase II and provides pedestrian scaled elements on the larger structures to help mitigate the massing necessary for larger users.

Specifically, the proposed elevations remove the criteria for wall projections and recesses for walls greater than 100-feet long. However, the elevations, as proposed, substantially meet the requirement for changes in texture, masonry pattern, and other elements that break the building into more human-scaled proportions. The proposed elevations also remove the following requirements for EVO and Academy buildings:

10.406.6.4.8 Transparency in commercial buildings

☐ At ground level, buildings must have a high level of transparency. Façades and walls that face the street, pedestrian walkways, plazas and parking areas (excluding the building rear) must be transparent between 2 ft. and 7 ft. above the grade or walkway along at least 75% of its length.

# AGENDA ITEM REPORT

13.19.



- ☐ Side walls must be transparent between 2 ft. and 7 ft. above the grade or walkway along at least 25% of its length.
- ☐ Where the internal arrangement of a building makes it impossible to provide transparency along a portion of a wall, a combination of sculptural, mosaic, or bas-relief artwork and transparent window areas or displays may substitute for 50% of required transparent areas, except when fronting plaza areas.

Academy substantially conforms to the above section with the substitution of false windows to provide the same pedestrian scaled architecture to meet the intent of the code. EVO is gaining substantial compliance with the spirit of the ordinance with a combination of murals, internally illuminated sign panels at ground level, green screens, digital displays, and windows at the entrance. Linear LED lights along the pedestrian corridor provide visual interest and additional lighting. EVO and the future commercial building directly east of EVO will be exempt from these requirements along the service corridor between the structures (front wall of EVO and the rear wall of the adjacent retail building). The remaining retail building elevations appear to meet the intent of the code without deviations. However, the site plan provided in the packet has not been fully reviewed and approved for the easternmost retail building.

The Planned Unit Development (PUD) process and zoning designation allows creativity, innovation and flexibility in land use, density, site planning and design for a parcel that would result in a project more appropriate and desirable than what would result from strict application of the UDC. Development standards are required for a parcel that would be developed as a PUD. Staff has reviewed the proposed PUD development standards against the required criteria.

1. *The PUD is consistent with the spirit of the community, neighborhood and other applicable land use and development plans, compatible with the character of adjacent development or recommended land uses, it would not adversely affect property near the site, and it achieves the benefits of improved design.*

The PUD amendment is largely consistent with the Unified Development Code and the adopted B-2, General Commercial Standards, yet provides additional architectural elevations for Phase II that were not included in the PUD in 2006. The proposed development is adjacent to an existing single-family neighborhood and does not propose any encroachments into the buffer and drainage area between the two developments.

2. *The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value.*

The development will not adversely affect land with significant historical, cultural, recreational or aesthetic value.

3. *The PUD will give benefits through providing open space, parks, conservation of environmental features, aesthetic features and harmonious design, and/or energy efficient site design.*

The site is approximately 18.83 acres in size. The project will utilize the existing detention pond at the north of the site and has not proposed any additional parks, which is standard for most commercial development. There will be a plaza with a small covered stage and lawn at the entry of EVO and the developer will provide pedestrian elements as required in the Unified Development Code.

4. *The benefits of preserving land for open space, parks or other public amenities outweigh the potential impact from more intense or dense development of the site.*

This PUD substantially conforms to the Unified Development Code for the proposed development with building massing, pedestrian connections, and landscaping.

# AGENDA ITEM REPORT

13.19.



*5. The PUD controls external effects on nearby land uses such as movement and congestion of traffic; lighting; trash accumulation and litter; noise, air and water pollution; and other factors affecting public health, welfare, safety and convenience.*

The proposed development is subject to the Traffic Impact Fees, which may be utilized on adjacent roadways with Council approval. In addition, the developer has reached an agreement with TXDOT to install a median break and left turn along the US79 eastbound lanes at Alliance Blvd.

*6. The PUD will be served by adequate facilities including streets, fire protection, water and sanitation.*

Existing infrastructure will serve the site with extensions as needed provided by the developer. However, the developer is requesting a variance to PUD Section 10 and the UDC 10.402.2 by allowing pole mounted transformers to serve the Academy building in lieu of ground mounted transformers. Staff does not support this request for a permanent solution as the intent from the 2006 PUD and the UDC, originally adopted in 2011, is to underground all new construction lines. Staff is amenable to allowing the overhead connection until the ground-mounted transformer is installed as there is about a year

*7. The PUD does not have a significantly greater burden on the city's existing infrastructure, public improvements and services than development at a density permitted under the current zoning or suggested under community, neighborhood and other applicable land use and development plans, or that arrangements are made to mitigate impacts.*

This PUD substantially conforms to the Unified Development Code for the proposed development.

*8. PUD architectural design, landscaping, hardscaping and signage parameters must give evidence of compatibility with adjacent development, internal consistency of design, and conformance to city design standards.*

The elevations provided with the amendment show substantial conformance with the UDC except for the larger buildings that cannot meet the transparency requirement as written. The proposed elevations provide for a cohesive development across both phases, blending new ideas and features compatible with the existing Townwest Development site. New construction must conform to the elevations as submitted, if approved.

All property owners within 600 feet have been notified by mail of the proposed zoning change.

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

## **SUMMARY OF REQUEST:**

Approve Ordinance as presented

## **STAFF REVIEW:**

Staff recommends approval

## **FISCAL NOTES:**

No known fiscal impacts at this time

# AGENDA ITEM REPORT

13.19.



## POLICY IMPLICATIONS:

Not applicable to this item.

## ATTACHMENTS:

1. TownwestCommonsPUDAmend1-Newspaper\_Map
2. Townwest Commons PUD Amendment(Ord)
3. 01 - PUD Amendment Text 230906 (9-6-23)
4. U3-02 - Redline Development Plan Text
5. U3-03 - Redlined PUD Text EXHIBIT G
6. TownwestCommonsPUD Original
7. 4 - PUD Amednment Exhibit D-1
8. 5 - H-1 EVO Elevations
9. 5 - H-1 Larger Retail Buildings
10. 5 - H-1 Multi-Tenant Building
11. 5 - H-2 Multi-Tenant Building
12. 5 - J Academy Elevations
13. 5 - J Academy Renderings
14. 6 - Signage Details
15. 6 - Signage Plan Exhibit E

# PUD Amendment (Phase II Area)



ALLIANCE  
BLVD

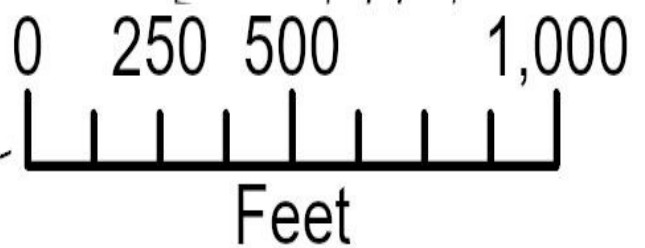
R085621

R493686

R493687

R584042

ED-SCHMIDT-BLVD



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



**ORDINANCE NO. O-2023-063**

**AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF HUTTO, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO CHANGE THE ZONING FOR 18.8 ACRES, MORE OR LESS, OF LAND, TO BE KNOWN AS TOWNWEST COMMONS PLANNED UNIT DEVELOPMENT (PUD) AMENDMENT #1 BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO; PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, REPEALING CLAUSE, OPEN MEETING CLAUSE, PENALTY CLAUSE AND EFFECTIVE DATE.**

**WHEREAS**, a request has been made to the City Council of the City of Hutto, Texas to amend the Official Zoning Map to zone the property described in **Exhibit “A”** being hereto and incorporated herein, and;

**WHEREAS**, the Planning and Zoning Commission recommended approval of the proposed amendment on the 5th day of September, 2023, and;

**WHEREAS**, on the 21st day of September, 2023, after proper notification, the City Council held a public hearing on the requested amendment, and;

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

**WHEREAS**, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Article 14.02.002, Code of Ordinances (2020 Edition, as amended), City of Hutto, Texas concerning public notices, hearings, and other procedural matters has been fully complied with, Now therefore

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

**SECTION I.**

That the City Council has considered and made findings on the following matters regarding the proposed amendment:

- 1) The PUD is consistent with the spirit of the community, neighborhood and other applicable land use and development plans, compatible with the character of adjacent development or recommended land uses, it would not adversely affect property near the site, and it achieves the benefits of improved design; and
- 2) The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value; and

- 3) The PUD will give benefits through providing open space, parks, conservation of environmental features, aesthetic features and harmonious design, and/or energy efficient site design; and
- 4) The benefits of preserving land for open space, parks or other public amenities outweigh the potential impact from more intense or dense development on the site; and
- 5) The PUD controls external effects on nearby land uses such as movement and congestion of traffic; lighting; trash accumulation and litter; noise, air and water pollution; and other factors affecting public health, welfare, safety and convenience; and
- 6) The PUD will be served by adequate facilities including streets, fire protection, water and sanitation; and
- 7) The PUD does not have a significantly greater burden on the city's existing infrastructure, public improvements and services than development at a density permitted under the current zoning or suggested under community, neighborhood and other applicable land use and development plans, or arrangements are made to mitigate impacts; and
- 8) PUD architectural design, landscaping, hardscaping and signage parameters must give evidence of compatibility with adjacent development, internal consistency of design, and conformance to city design standards.

That the Townwest Commons PUD is hereby amended for the property described in **Exhibit "A"**, attached hereto and incorporated herein, and the PUD (Planned Unit Development) Development Plan described in **Exhibit "B"** attached hereto and incorporated herein.

## **SECTION II. Publication Clause**

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

## **SECTION III. Severability Clause**

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

## **SECTION IV. Repealing Clause**

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

## **SECTION V. Open Meeting Clause**

The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this ordinance and the subject hereof

were discussed, considered, and formerly acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

#### **SECTION VI. Effective Date**

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

**READ** and **APPROVED** on first reading on this the **21st** day of **September, 2023** at a meeting of the Hutto, Texas City Council; there being a quorum present.

**READ, PASSED** and **ADOPTED** on second reading of ordinance this \_\_\_\_ day of \_\_\_\_\_, **2023** at a meeting of the Hutto, Texas City Council; there being a quorum present.

**THE CITY OF HUTTO, TEXAS**

\_\_\_\_\_  
Mike Snyder, Mayor

Attest:

\_\_\_\_\_  
Angela Lewis, City Secretary

**TOWNWEST COMMONS  
PLANNED UNIT DEVELOPMENT  
DEVELOPMENT PLAN AMENDMENT**

The Townwest Commons Planned Unit Development (“PUD”) was approved by the City of Hutto in December 4, 2006, and adopted under City Ordinance No. 06-020-00. The PUD is applicable to the land located on the north side of US 79 between Alliance Boulevard and Ed Schmidt Boulevard.

Pursuant to Section 13 of the Original Development Plan of the PUD, which addresses changes to the PUD, this amendment is being provided to provide additional detail to the previous Development Plan. The purpose of this PUD amendment is to address several areas of the existing PUD as outlined below:

1. Add a site plan covering the area indicated as Phase II in the original PUD Development Plan-added as Exhibit D-1.
2. Additional architectural considerations in Section 4 of the Development Standards.
3. Modification of Section 14 of the Development Standards allowing for uniform light levels through the development across internal lot lines.
4. The addition of a pylon sign as indicated in Exhibit E of the PUD. Also a request to allow additional wall signage on the proposed buildings.
5. Landscaping within the Phase II area will meet UDC requirements on an overall basis, but may not meet the requirement within individual sub-phases of the development.
6. Utility service – modification of Section 10 of the Development Plan to allow for pole mounted transformers with overhead lines to serve Academy.

Further information regarding each of the amendment requests is provided below. A chart detailing the areas addressing specific portions of the City of Hutto Unified Development Code (UDC) is included in the following pages. A red line of the Development Standards for the original PUD is attached with this narrative.

**Development Plan**

The original PUD included a site plan that detailed the Phase I development area. That portion of the development has been completed as shown in the PUD development plan. This amendment adds site plan detail in the area indicated as Phase II in the development plan, to be included as Exhibit D-1. The commercial center is intended to be a unified development, regardless of internal property lines. The site

plan is designed to support the unified nature of the development and promote shared parking between the different uses within the development.

#### **Architectural – Section 4 of Development Standards**

Section 4 of the Development Standards of the PUD outlines architectural considerations for the development. In addition, UDC Section 10.406.6 provides requirements for architectural design. In consideration of the proposed uses within Phase II, the attached architectural elevations are provided. The function and intended use of the buildings within Phase II create an opportunity for improvement to the architecture of the buildings and still meet the intent of the UDC requirements. Though the development includes several larger buildings, the intent is to still provide a sense of place unique to Hutto as well as break up the scale of the buildings to a human level.

UDC Section 10.406.6.4 details the requirements for exterior walls. As part of the proposed architecture elevations for the PUD amendment, the architecture for the buildings honor the intent to reduce the scale and mass of the structure, but due to the function of the buildings, it is not practical to provide significant projections or recessions within the structure of the building.

UDC Section 10.406.6.4.8 requires that the front of a commercial building provide 75% transparency at an elevation between 2 to 7 feet from ground level. There is an allowance for up to 50% of that requirement to be met through finishes and displays due to the internal function of the building. The proposed architectural elevations for the PUD show that the proposed multi-tenant buildings will meet this requirement with store-front elevations, but the larger single user buildings need consideration. Due to the use of the exterior walls as display and sales areas, transparent windows are not practical within the large single user retail spaces. Additional elements are provided on the elevations in order to meet the intent of providing a pedestrian scale for the buildings. The internal use of the theater building, with a mix of recreation and entertainment uses as well as theater space, precludes meeting the requirement of transparent elements since natural light would degrade the experience within the space. In order to reduce the mass of the structure to a human scale, the space in front of the theater is planned as a plaza space. Additionally, a significant portion of the front of the theater building is behind a multi-tenant building which does meet the transparency requirements.

Each of the enclosed elevations provides a substitution for the transparent windows and different applications to break up the building mass and help reduce the buildings to a human, pedestrian scale. The elevations are designed to engage and encourage the use of public spaces, while meeting the necessary functional needs of the user.

The Tract “J” building (Academy) front elevation provides the required percentage of glazing elements of 75% of the linear frontage of the building, but the elevation exceeds the 50% allowance for non-transparent elements. Due to the function of the building, the front of the building is used for merchandising which prevents the usage of transparent elements for the glazing. At the entrance and surrounding area, the glazing elements are transparent, equal to 7% of the frontage. The remaining spandrel glazing elements represent

68% of the frontage, meeting the 75% requirement. The glazing for the side elevations is also met through the spandrel glazing.

Tract H-1 includes a theater and entertainment building that due to function, opportunity for transparent glazing is limited. The southern (left) portion of the front of the theater will be screened by a multi-tenant building and access along that portion of the building will be limited to a gated service area. The remaining theater frontage will face an open plaza area that engage the public through the use of digital displays and a large art/mural area. Additionally the side elevations include engaging displays and artwork with green wall structures in order to break up the frontage.

The single-use larger retail buildings in the H-1 tract include glazing and elements to meet the requirement of 75% of the frontage of the building being glazing elements. The elevation will use spandrel glass and artwork to meet the standard, allowing for up to 75% of the requirement to be met through the use of these elements. The use of the front walls of the buildings for merchandising prevents extensive application of transparent window elements. The sides of the building will provide green wall elements, spandrel glass, art work and transparent glazing.

### **Parking Lot Lighting**

Section 14 of the Development Standards of the PUD provides requirements for the parking lot lighting within the development. UDC Section 10.409.3.1. provides requirements for photometrics at property lines, limiting the illumination level at the property lines to 5 lux. Language removing this requirement at internal lot lines within the overall development is requested. In particular, enforcing this requirement where the YMCA lot line falls within the existing parking lot drive would result in driving aisles not being properly lit. The following is being requested to be added to Section 14 – “The lighting requirements in Section 10.409.3.1 of the UDC shall not be applicable at internal lot lines within the development.” This will allow uniform lighting across the entire development, which improves public safety.

UDC 10.409.3.1 requirements shall remain in place at the external property lines within Phase II of the development along Alliance Boulevard and US Highway 79.

### **Signage Plan**

The original PUD included a plan that detailed the allowed development signage in Exhibit E of the agreement. A revised exhibit is attached to replace the original exhibit with the PUD. The proposed plan replaced two signs designated as C-1 with signs identified as C-4 in the exhibit. The proposed sign is a 30' tall sign allowing for multi-tenant signage versus a single user sign. The availability of this signage format is necessary for the identification of the multiple tenants located within the development that may not have direct visibility from US-79. These signs will be permitted for off-premise signage for businesses located within the Townwest Commons PUD.



UDC Section 10.410.3.4 details the allowable signage for commercial uses. The allowable signage for attached single use buildings is limited to 1.0 square feet per linear frontage footage and 0.5 square feet per linear walls for side and rear. Additionally, the signage is limited to below the roofline. In order to meet the national branding needs of the intended users, additional attached signage is needed. As part of the PUD, the attached signage allowance within Phase II will be increased to 2.0 square feet per front wall length and 1.0 square feet per side and rear wall. Signage will be allowed to extend about the parapet/roof line of the building.

### **Landscape Plan**

The original landscape plan within the PUD ordinance was identified as Exhibit F and provided a plan schematic for the Phase I area of the development. It is the intention that the Phase II area will meet the UDC landscaping requirements on an overall basis but individual sites developed as phases are not intended to meet the UDC requirements individually within the Phase II area.

### **Utility Service**

Section 10 of the Development Plan currently states “All internal utility lines must be underground to connection points provided by the utility service provider. All transformers must be visually screened”. This amendment modifies this section to allow for pole-mounted transformers and extension of above ground power lines by the service provide to the transformer location to serve the Academy building. Service from the transformer location to the building will be installed underground.

| <b>SUMMARY OF UDC ADDRESSED IN PUD</b> |                                                                                                                                                                                                                                                                                            |
|----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>UDC Section</b>                     | <b>Summary</b>                                                                                                                                                                                                                                                                             |
| 10.406.6.4                             | In lieu of providing projections and recesses in exterior walls, provide treatments to the buildings to reduce the impact of the mass of the buildings as shown in the architectural elevations.                                                                                           |
| 10.406.6.4.8                           | In lieu of 75% transparency on the larger single user buildings, provide additional elements to meet reduce the building to a human scale and allow engagement with the exterior of the building as shown in the architectural elevations.                                                 |
| 10.409.3.1                             | Allow the illumination levels at property lines internal to the overall development to exceed the allowed levels in order to promote public safety and provide a uniform lighting level within the development                                                                             |
| 10.410.3.4                             | In Phase II of the development, increase the allowable single user attached sign square footage to 2.0 square feet per linear footage of front wall, 1.0 square feet per linear footage of side and rear wall, and allow extension of signage above the parapet/roof line of the building. |

## II

### DEVELOPMENT PLAN

#### 1. **DEFINITIONS**

Words and terms used herein shall have their usual force and meaning, or as defined in the Code of Ordinances, as amended, City of Hutto, Texas, hereinafter referred to as “the Code”

#### 2. **PROPERTY**

This Development Plan (hereinafter referred to as “Plan”) covers approximately 46.26 acres of land, located within the city limits of Hutto, Texas, and more particularly described by metes and bounds in **Exhibit “A”**, attached hereto.

#### 3. **PURPOSE**

The purpose of this Plan is to insure that a PUD is 1) equal to or superior to development that would occur under the standard ordinance requirements. 2) does not have an undue adverse affect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety, and welfare, 3) is adequately provisioned by essential public facilities and services, and 4) will be developed and maintained so as not to dominate, by scale or massing of structures, the immediate neighboring properties or interfere with their development or use in accordance with any existing zoning district.

#### 4. **APPLICABILITY OF CITY ORDINANCES**

##### 4.1 **Zoning and Subdivision Ordinances**

The Property shall be regulated for purposes of zoning and subdivision by this Plan. All aspects not specifically covered by the Plan shall be regulated by the applicable sections of the Code. If there is a conflict between this Plan and Code, this Plan shall supersede conflicting provisions of the Code.

##### 4.2 **Other Ordinances**

All other Ordinances within the Code shall apply to the Property, except as clearly modified by this Plan.

## 5. **PERMITTED USES**

The Property shall be used and developed as shown in **Exhibit “C”** (Master Plan) and **Exhibit “D”** (Phase I Plan) and are attached hereto and incorporated herein.

Exhibit D-1 is added to provide information for Phase II of the plan.

## 6. **SIGNS**

Signs shall be permitted for the Property as modified and shown in **Exhibit “E”** (Sign Package) and **Exhibit “E-1”** (Sign Master Plan) attached hereto and incorporated herein, or as may be modified.

Exhibit E and E-1 are hereby replaced with updated signage plans. The signs labeled as C-4 will allow for off-premise signage for businesses within the Townwest Commons PUD. Attached signage on buildings in Phase II will be permitted as shown in the attached building elevations – not to exceed 2.0 square feet per linear foot of building frontage and 1.0 square feet for side and rear walls (where rear wall faces public street frontage). Signage will be allowed to extend above the parapet/roof line of the building.

## 7. **BUILDINGS**

Unless otherwise identified in this Plan, building size, dimension, and setbacks for all parcels shall be in accordance with the City of Hutto’s Zoning Ordinance B-2 (General Commercial) Zoning District.

Building elevations for Buildings H-1, H-2 and J within Phase II are provided and added to the PUD.

## 8. **LANDSCAPE AND BUFFERING**

Landscape and buffering shall conform to existing B-2 (General Commercial) Zoning District enhanced landscaping requirements that are applied to Phase I of this development and described in **Table 1.1** and illustrated in **Exhibit “F”** (Phase I Landscape Plan)

**Table 1.1**

| <b>TABLE 1.1</b>                              |                                                                 |                                                  |
|-----------------------------------------------|-----------------------------------------------------------------|--------------------------------------------------|
| <b>PHASE I – LANDSCAPE REQUIREMENTS</b>       |                                                                 |                                                  |
| LOCATION: U.S. 79 @ Ed Schmidt Blvd. (CR 119) |                                                                 |                                                  |
| ZONE: Commercial                              |                                                                 |                                                  |
| USE: Retail                                   |                                                                 |                                                  |
| ITEM                                          | REQUIREMENTS                                                    | PROVIDED                                         |
| STREET YARD                                   | 20% of STREET YARD<br>15,249 sqft x 20% = 31,649 sqft           | 57,214 sq ft                                     |
| MATERIAL REQUIREMENTS                         | Minimum = 2 trees 1-3/4" caliper<br>Minimum = 8 shrubs (1 gal.) | 69 trees 2" caliper/ea.<br>1208 shrubs 3 gal/ea. |
| ADDITIONAL GREENSPACE                         | NA                                                              | 58,740 sqft.                                     |

**9. DEVELOPMENT STANDARDS**

The property shall be developed in accordance with the Development Standards set forth in **Exhibit “G”** attached hereto and incorporated herein.

Development standards within Exhibit G are to be replaced by the modified Exhibit “G”

**10. UNDERGROUND UTILITY SERVICE**

All internal utility lines must be underground to connection points provided by the utility service provider. All transformers must be visually screened.

Allowance for pole mounted transformers to serve the Academy building. The internal service lines from the pole to the building will be underground.

**11. ACCESS DESIGN**

Owner shall construct connection/access drive within the PUD between CR 165 and Ed Schmidt Blvd. (CR 119) thirty-six feet (36') wide, at the sole expense of the Owner which to provide improved ingress and egress for all lots in the PUD. Owner shall provide additional 15' of Right-of-Way (ROW) along CR 165 along the frontage of the Property.

**12. PHASING**

The development of the Property will be phased.

### **13. CHANGES TO AGREEMENT AND DEVELOPMENT PLAN**

#### **13.1 Minor Changes**

Minor changes to this Agreement or Plan, which do not substantially and adversely change this Plan, may be approved administratively, if approved changes must be in writing, by the Director of Public Works, the Director of Community Development, and the City Attorney.

#### **13.2 Major Changes**

All changes not permitted under Section 13.1 above, shall require approval under the same procedure required by the original PUD application.



## **EXHIBIT G**

### **DEVELOPMENT STANDARDS**

#### **COMMERCIAL DEVELOPMENT PARCELS**

The following Development Standards shall apply to all development on portions of the Property, which are identified as Commercial Development Parcels on the Plan attached as Exhibit “C” (Master Plan).

##### **1. PERMITTED USES:**

The following principal uses are permitted: All B-2 General Commercial uses identified in the City of Hutto Zoning Ordinance and Outdoor Sales and Display uses as described in Paragraph 3, below.

##### **2. PROHIBITED USES:**

The following uses are prohibited on the Property: cell towers and other free standing towers over forty feet (40') in height, flea markets, sexually oriented businesses, portable building sales, except as incidental to other retail sales, outdoor amusement parks or carnivals, recreation vehicle parks, outdoor shooting ranges, pawn shops, heavy equipment sales, kennels (but not prohibiting pet shops and veterinary clinics with overnight facilities), vehicle sales, auto body and paint shops and truck stops, automotive repairs (except that oil service and tire sales and service stores are permitted), towing companies, automotive sales (including boats, recreational vehicles and trailers). Notwithstanding the foregoing, tire sales and services stores shall not be permitted except on pad sites.

##### **3. OUTDOOR SALES & DISPLAYS:**

Outdoor sales and displays are permitted as accessory uses in conjunction with, and as part of, the principal use of a building only in areas designated on the site plan approved by the Director of Community Development for such building or an amended site plan approved at a later date. All outdoor sales and display areas shall be located and operated as part of the principal use, and shall not comprise a separate business use.

The city agrees that Lowe's Home Centers, Inc. (“Lowe's”) may operate its portion of the Property in accordance with the Outdoor Sales and Display provisions on this Plan. Foregoing provisions may be expressly relied upon by the Developer and Lowe's and their respective successors and assigns, in accordance with section 3.2 of the Development Standards in this document.

Planting material exhibits are allowed with informational signage that does not include the retailer's name. Informational signage shall not exceed 18” x 18” in size.

### 3.1 Definitions:

**“Major Retailer”** – Any retailer of 80,000 square feet or more (Examples: Wal-Mart, Target, Lowe’s, Home Depot)

**“Garden Center”** – Open air, but enclosed retail center primarily selling landscaping plants and materials connected to a Major Retailer

**“Seasonal Sales”** – Outside sales, display and storage of seasonal items by the Major Retailer.

**“Outdoor Building Display”** – Outdoor display and sale of portable and prefabricated buildings by a Major Retailer. “Permanent” Display and sale allowed.

**“Primary Shopping Center”** – Location in which a major retailer(s) is located.

### 3.2 Outdoor Sales and Display:

Section 1.419 of the Hutto City Code, “Outdoor Sales and Display” is hereby modified to permit Garden Center, Outdoor Building Display and Seasonal Sales at any Major Retailer. The Outdoor Building Display and Seasonal Sales shall be allowed on off-street parking spaces, as long as the remaining spaces satisfy the City’s minimum standards. Further, the limitation on outdoor display to 10 feet from the principal building shall be extended to 100-feet for a “Major Retailer”. A “Major Retailer” shall be allowed to place portable storage containers in the rear of the store not visible from ground level in any residential district. A “Major Retailer” may display and sell portable/temporary buildings.

## 4. Development Standards

**4.1** The following materials are prohibited on the exterior walls and roofs of all buildings and structures.

- Asbestos
- Mirrored Glass (reflectivity of 20% or more)
- Corrugated metal

**4.2** Unfinished sheet metal is permitted as flashing and similar type improvements on the roof, trim or minor decorative features, but not on exterior walls of any buildings and structures.

**4.3** Building Standards for all buildings and sign structures, excluding a Garden Center.

**4.3.1** The front and side elevations shall be 100 percent masonry, except for doors, windows, roofs, balconies, awnings, gutters, special decorative features, trim and advertising

surfaces of signs. Masonry shall mean brick, stone, stucco, concrete panels, EFIS (Exterior Finish Insulation System), decorative CMU (including split faced concrete block), or such other similar quality material approved in writing by the Director of Community Development, provided that stucco, EFIS and decorative CMU shall not compromise more than fifty percent (50%) of this exterior masonry finish. All EFIS installed with eight feet of finished grade or sidewalk level shall be “abuse resistant”.

**4.3.2** Shopping Center buildings shall be permitted flat roofs provided that segments of the front elevations of such buildings, and any side elevations that face a major roadway shall include architectural elements such as that the roof line of a primary shopping center building is not 100% horizontal. Upon administrative approval from the Director of Community Development, such elements may be non-structural, decorative features, such as, but not limited to pitched awnings or covers over doors and windows, provided that some portion of such pitched element extends above the horizontal portion of the roof line.

**4.3.3** No building shall exceed five (5) stories in height.

**4.3.4** Architectural elevations for the proposed buildings in Phase II (Tracts H-1, H-2, and J) are hereby amended to the PUD.

## **5. SERVICE & LOADING AREAS:**

All standards will be in compliance with B-2 (General Commercial) Zoning District requirements as identified in the Zoning Ordinance.

## **6. IRRIGATION:**

An underground, automatic drop irrigation system must be installed in all landscaped areas, other than areas approved by the City for plant materials that do not normally require irrigation. Drip irrigation must effectively water all the landscaped areas.

All irrigation systems shall be inspected and approved prior to the issuance of a certificate of occupancy for the building for which the landscaping is required.

## **7. SITE PLAN REQUIRED:**

A site plan for each phase of development shall be submitted to the City to ensure compliance with the terms of this Agreement prior to the issuance of each building permit. Exhibit D-1 is added to provide site plan details for the Phase II area of the development.

## **8. PARKING STANDARDS:**

**8.1** One parking space shall be provided for every 250 square feet of net retail floor area in Phase I of the development. Within Phase II, the shared parking field will be available for use by the varied uses of the shopping center and provide sufficient parking for the development due to different parking peak times. Parking will be provided based on one parking space for every 250 square feet of building area. Bicycle and motorcycle parking shall be provided as required in UDC Section 10.405.9.4 and 10.405.9.5.

**8.2** All parking spaces shall be a minimum of nine feet (9') wide and eighteen feet (18') deep.

**8.3** Raised curbs or others means shall be provided in parking lots and along drives to prevent vehicular traffic from driving across or onto landscaped areas.

**8.4** All drives and parking areas shall be edged with concrete curbs where pavement abuts an unpaved area and all approach aprons will be concrete to meet City of Hutto standard.

**8.5** All parking will be compliance with Texas Accessibility Standards (TAS) requirements.

## **9. MASTER DRAINAGE PLAN AND RECIPROCAL DRAINAGE EASEMENT:**

Property is subject to the approved Townwest Commons Preliminary Plan and Master Drainage Plan. Assurance is to be provided to the City, by CRR Investments, Cynergy Texas Interests, Inc.; Robert M. Castle, et al; CBR CR 119, L.P. and NewQuest Properties in the form of a Letter of Credit or Escrow Account that all drainage and improvements will be completed within two (2) years from the date of the PUD plan approval date. Certificates of Occupancy will be contingent on the assurances or completion of the required improvements.

## **10. RECIPROCAL PUBLIC UTILITY EASEMENT:**

A reciprocal Public Utility Easement (PUE) to construct, install, operate maintain, inspect, reconstruct, enlarge, relocate, rebuild, repair, use and remove public utility lines, facilities and improvements, together with the express right to maintain the easement area by clearing and removing vegetation, silt and debris, in, upon, over, under, above and across the Property.

## **11. RECIPROCAL DRAINAGE EASEMENT:**

A reciprocal surface drainage and storm water drainage easement between Property Owners to construct, install, operate, maintain, inspect, reconstruct, enlarge, relocate, rebuild, repair, use and remove drainage and storm water drainage lines, facilities and improvements, together with the express right to maintain the easement area by clearing and removing vegetation, silt and debris, in upon, over, under, above and across the Property.

## **12. RECIPROCAL IRRIGATION EASEMENT:**

A reciprocal surface and subsurface irrigation easement between the Property Owners to excavate for, construct, install, operate, maintain, inspect, reconstruct, enlarge, relocate, rebuild, repair, use and remove such surface and subsurface irrigation lines., facilities, and improvements, together with the express right to maintain the easement area by clearing and removing vegetation, silt and debris in, upon, over, under, above and across the Property.

## **13. RECIPROCAL ACCESS EASEMENT:**

A reciprocal access easement between Property Owners granting the rights of free and uninterrupted ingress and egress for persons, vehicles, and equipment necessary or convenient for use in the PUD specifically granting the right for all persons and/or members of the general public to come on and be present within the boundaries of the PUD property, together with the express right to maintain the easement area by clearing and removing vegetation, silt and debris in, upon, over, and across said Property.

## **14. PARKING LOT LIGHTING:**

All lighting shall be in compliance with standard B-2 (General Commercial) Zoning District requirements. However, maximum height of a fixture shall not exceed forty (40) feet. **The lighting requirements in Section 10.409.3.1 of the UDC shall not be applicable at internal lot lines within the development. The lighting requirements shall be required at the external lot lines of the development along Alliance Boulevard and State Highway 79.**

**ORDINANCE NO. 06-020-00**

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF HUTTO, TEXAS ADOPTED IN SECTION 14.200, CODE OF ORDINANCES, CITY OF HUTTO, TEXAS, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO ZONE 46.26 ACRES OF LAND IN HUTTO, WILLIAMSON COUNTY, TEXAS; AS TOWNWEST COMMONS PLANNED UNIT DEVELOPMENT (PUD).**

**WHEREAS**, an application has been made to the City Council of the City of Hutto, Texas to amend the Official Zoning Map to zone the property described in Exhibit "A" as the Townwest Commons Planned Unit Development (PUD), said exhibit being attached hereto and incorporated herein, and

**WHEREAS**, the Planning and Zoning Commission approved the proposed change in Zoning the 13<sup>th</sup> day of **November, 2006**, and

**WHEREAS**, on the 20<sup>th</sup> day of **November, 2006**, after proper notification, the City Council held a public hearing on the requested amendment, and

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

**WHEREAS**, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Article 14.200, Code of Ordinances (2005 Edition), City of Hutto, Texas concerning public notices, hearings, and other procedural matters has been fully complied with, Now Therefore

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

**I.**

That the City Council has hereby determined the Townwest Commons Planned Unit Development (PUD) meets the following goals and objectives:

- (1) The development in the PUD is equal to or superior to development that would occur under the standard ordinance requirements.
- (2) The PUD is in harmony with the general purposes, goals, objectives and standards of the General Plan.
- (3) The PUD does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and general welfare.



- (4) The PUD will be adequately provisioned by essential public facilities and services including streets, parking, drainage, water, wastewater facilities, and other necessary utilities.
- (5) The PUD will be constructed, arranged and maintained so as not to dominate, by scale and massing of structures, the immediate neighboring properties or interfere with their development or use in accordance with any existing zoning district.

## **II.**

That the Official Zoning Map adopted in Section 14.200, Code of Ordinances, City of Hutto, Texas, is hereby amended so that the zoning classification of the property described in **Exhibit "A"**, attached hereto and incorporated herein shall be, and is hereafter designated as the Townwest Commons Planned Unit Development (PUD), and that the Mayor is hereby authorized and directed to enter into the Agreement and Development Plan for the PUD attached hereto as which agreement shall govern the development and use of said property.

## **III.**

### **A. Publication**

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

### **B. Repeal of Conflicting Ordinances**

All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed to the extent of such conflict.

### **C. Severability**

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable; and if any phrase, sentence, paragraph or section of this ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, then such invalidity shall not affect or invalidate any of the other remaining phrases, clauses, sentences, paragraphs and section of this ordinance since the same would have been enacted by the City Council without the incorporation of any such invalid phrase, clause, sentence, paragraph or section. If a court of competent jurisdiction shall adjudge any provision of this ordinance to be invalid, such invalidity shall not affect any other provision or application of this ordinance that can be given effect without the invalid provision, and to this end the provisions of this ordinance are declared to be severable.

### **D. Effective Date**

This ordinance shall take effect immediately from and after its passage and any publication required, in accordance with provisions of the Texas Local Government Code, any applicable statutes, and the Code of Ordinances and Charter of the City of Hutto, Texas.

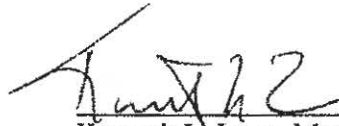
**E. Open Meetings Clause**

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

**READ and APPROVED** on first reading on this the 20<sup>th</sup> day of the month of **November, 2006**, at a regular meeting of the City Council of the City of Hutto, Texas, there being a quorum present, by a vote of six (6) Ayes and no (0) Nays. *Mayor Love absent*

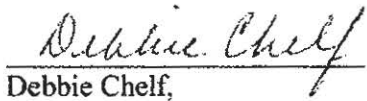
**READ, APPROVED and ADOPTED** on second and final reading on this the 4<sup>th</sup> day of the month of **December, 2006**, at a regular meeting of the City Council of the City of Hutto, Texas, there being a quorum present, by a vote of 6 Ayes and 0 Nays, and approved by the Mayor on the date set out below.

*Council member Quintanilla-Perez  
absent*

  
Kenneth L. Love, Mayor  
City of Hutto, Texas

12/04/06  
Date

ATTEST:

  
Debbie Chelf,  
City Secretary

12/4/06  
Date



**DEVELOPMENT PLAN  
TOWNWEST COMMONS  
PLANNED UNIT DEVELOPMENT**

**THE STATE OF TEXAS           §  
COUNTY OF WILLIAMSON   §**

**THIS DEVELOPMENT PLAN** (this "Plan") is made and entered by and between the CITY OF HUTTO, TEXAS, a Texas municipal corporation, (hereinafter referred to as the "City"), and CRR Investments; Cynergy Texas Interests, Inc.; Robert M. Castle, et al; CBR CR 119, LP; and A-S 64 CR 119 Hwy 79, L.P., its successors and assigns, (hereafter referred to as the "Owner"); provided, however, upon sale, transfer or conveyance of portions of the hereinafter described property, the duties and obligations of the Owner, as it relates to the respective property, shall be assumed by the new owner, and the Owner shall have no further liability relating to their respective property.

**WHEREAS**, the Owner is the owner of certain real property consisting of 46.26 acres, as more particularly described in **Exhibit "A"**, (herein after referred to as the "Property") attached hereto and made a part hereof.

**WHEREAS**, the Owner has submitted a request to the City to rezone the Property consisting of nine (9) parcels located at the Northwest corner of the intersection of US 79 and Ed Schmidt Blvd. (CR 119) in the City of Hutto, County of Williamson, State of Texas, as more clearly delineated on the attached Plan as a Planned Unit Development (the "PUD").

**WHEREAS**, pursuant to Chapter 14, Exhibit A, Zoning Ordinance, City of Hutto, Texas, the Owner has submitted a **Development Plan** setting forth the development conditions and requirements within the PUD, which Development Plan is contained in Section II of this Plan; and

**WHEREAS**, the City has held public hearings required by law to solicit input from all interested citizens and affected parties; and

**WHEREAS**, on **November 13, 2006**, the City's Planning and Zoning Commission recommended approval of the Owner's application for a PUD; and

**WHEREAS**, the City Council has reviewed the proposed Development Plan and determined that it promotes the health, safety, and general welfare of the citizens of Hutto and that it complies with the intent of the Planned Unit Development Ordinance of the City;

**NOW THEREFORE BY THIS PLAN WITNESSETH** that, in consideration of the covenants and conditions set forth herein, the City and the Owner agree as follows:

## I.

### GENERAL PROVISIONS

#### 1. CONFORMITY WITH DEVELOPMENT PLAN

All uses and development within the Property shall conform to the Development Plan described in Section II herein.

#### 2. CHANGES AND MODIFICATIONS

No changes or modifications will be made to the Development Plan unless all provisions pertaining to changes or modifications as stated herein are followed including approval by all Property Owners and the City.

#### 3. ZONING VIOLATION

The Owner, their successors and assigns, understand that any person, firm, corporation or other entity violating any conditions or terms of the Development Plan shall be subject to any and all penalties for the violation of any zoning ordinance provisions as stated in the Code of Ordinances, City of Hutto, Texas, as amended. This Development Plan will be filed in the Official Records of Williamson County, thereby placing future purchasers of the Property on notice of all of the terms and conditions of the Development Plan.

#### 4. LIENHOLDER CONSENT

Each lienholder, if any, of record has consented to this Development Plan, including any and all dedications to the public. Lienholder consent is attached hereto and incorporated herein as Exhibit "B".

#### 5. MISCELLANEOUS PROVISIONS

##### 5.1 Assignment.

Neither party may assign its rights and obligations under this Plan without having first obtained the prior written consent of the other which consent shall not be unreasonably withheld. This section shall not prevent the Owner from selling the Property or portions of the Property, together with all development rights and obligations contained in this Development Plan, and no consent shall be required in connection with any sale provided the purchaser assumes Owner's obligations in writing as to such portions of the Property.

**5.2 Necessary Documents and Actions.**

Each party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Plan.

**5.3 Severability.**

In case one or more provisions contained herein are deemed invalid, illegal or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provisions hereof and in such event, this Plan shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**5.4 Entire Plan.**

This Plan constitutes the entire agreement of the parties and supersedes any prior or contemporaneous oral or written understandings or representations of the parties respecting the subject matter hereof.

**5.5 Applicable Law.**

This Plan shall be construed under and in accordance with the laws of the State of Texas.

**5.6 Venue.**

All obligations of the parties created hereunder are performable in Williamson County, Texas and venue for any action arising hereunder shall be in Williamson County.

**5.7 No Third Party Beneficiaries.**

Other than Lowe's Home Centers, Inc., this Plan, express or implied, is not intended to confer upon any person or entity, other than the parties hereto (and their respective successors and assigns), any rights, benefits or remedies under or by reason of this Plan.

**5.8 Duplicate Originals.**

This Plan may be executed in duplicate original, each of equal dignity.

**5.9 Notices.**

Until changed by written notice thereof any notice required under this Plan may be given to the respective parties, by certified mail, postage prepaid or by hand delivery to the address of the other party shown below:

**OWNER(S)**

**CITY OF HUTTO, TEXAS**

CRR Interests  
Cynergy Texas Interests, Inc.  
Robert M. Castle, et al  
CBR CR 119, L.P.  
Attn: Robert M. Castle  
519 Tradesmens Park Drive  
Hutto, Texas 78634

City of Hutto, Texas  
401 West Front Street  
Hutto, Texas 78634  
Attn: City Manager

A-S 64 CR 119 Hwy 79, L.P.  
Attn: Steven D. Alvis  
8807 W. Sam Houston Pkwy. #200  
Houston, Texas 77040

**5.10 Effective Date.**

This Plan shall be effective from and after the date of due execution hereof by all parties.

**5.11 Appeal of Administrative Decisions.**

Administrative decisions provided for in this Plan may be appealed to the City Council in writing within 30 days following receipt by the Owner of the written confirmation of the decision.

**5.12 Sunset Provision**

In the event that this Planned Unit Development is not recorded within two years from the date the Planned Unit Development is approved by the City Council, then the Planned Unit Development shall be automatically voided, and the Property described in **Exhibit "A"** shall be zoned B-2 (General Commercial) Zoning District.



## II

### DEVELOPMENT PLAN

#### 1. **DEFINITIONS**

Words and terms used herein shall have their usual force and meaning, or as defined in the Code of Ordinances, as amended, City of Hutto, Texas, hereinafter referred to as "the Code"

#### 2. **PROPERTY**

This Development Plan (hereinafter referred to as "Plan") covers approximately 46.26 acres of land, located within the city limits of Hutto, Texas, and more particularly described by metes and bounds in **Exhibit "A"**, attached hereto.

#### 3. **PURPOSE**

The purpose of this Plan is to insure that a PUD is 1) is equal to or superior to development that would occur under the standard ordinance requirements, 2) does not have an undue adverse affect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and welfare, 3) is adequately provisioned by essential public facilities and services, and 4) will be developed and maintained so as not to dominate, by scale or massing of structures, the immediate neighboring properties or interfere with their development or use in accordance with any existing zoning district.

#### 4. **APPLICABILITY OF CITY ORDINANCES**

##### 4.1 **Zoning and Subdivision Ordinances**

The Property shall be regulated for purposes of zoning and subdivision by this Plan. All aspects not specifically covered by this Plan shall be regulated by applicable sections of the Code. If there is a conflict between this Plan and the Code, this Plan shall supersede the specific conflicting provisions of the Code.

##### 4.2 **Other Ordinances**

All other Ordinances within the Code shall apply to the Property, except as clearly modified by this Plan.

5. **PERMITTED USES**

The Property shall be used and developed as shown in **Exhibit "C"** (Master Plan), and **Exhibit "D"** (Phase I Plan), and are attached hereto and incorporated herein.

6. **SIGNS**

Signs shall be permitted for the Property as modified and shown in **Exhibit "E"** (Sign Package), and **Exhibit "E-1"** (Sign Master Plan) attached hereto and incorporated herein. or as may be modified.

7. **BUILDINGS**

Unless otherwise identified in this Plan, building size, dimension and setbacks for all parcels shall be in accordance with the City of Hutto's Zoning Ordinance B-2 (General Commercial) Zoning District.

8. **LANDSCAPE AND BUFFERING**

Landscape and buffering shall conform to existing B-2 (General Commercial) Zoning District enhanced landscaping requirements that are applied to Phase I of this development and described in **Table 1.1** and illustrated in **Exhibit "F"** (Phase I Landscape Plan).

**Table 1.1**

| TABLE 1.1                        |                                                                  |                                                   |
|----------------------------------|------------------------------------------------------------------|---------------------------------------------------|
| PHASE I - LANDSCAPE REQUIREMENTS |                                                                  |                                                   |
| LOCATION:                        | U.S. 79 @ Ed Schmidt Blvd. (CR 119)                              |                                                   |
| ZONE:                            | Commercial                                                       |                                                   |
| USE:                             | Retail                                                           |                                                   |
| ITEM                             | REQUIREMENTS                                                     | PROVIDED                                          |
| STREET YARD                      | 20% of STREET YARD<br>15,249 sqft x 20% = 31,649 sqft            | 57,214 sqft                                       |
| MATERIAL REQUIREMENTS            | Minimum = 2 trees 1¼" caliper/ea.<br>Minimum = 8 shrubs (1 gal.) | 69 trees 2" caliper/ea.<br>1208 shrubs 3 gal./ea. |
| ADDITIONAL GREENSPACE            | NA                                                               | 58,740 sqft.                                      |

9. **DEVELOPMENT STANDARDS**

The Property shall be developed in accordance with the Development Standards set forth in Exhibit "G" attached hereto and incorporated herein.

10. **UNDERGROUND UTILITY SERVICE**

All internal utility lines must be underground to connection points provided by the utility service provider. All transformers must be visually screened.

11. **ACCESS DESIGN**

Owner shall construct connector/access drive within the PUD between CR 165 and Ed Schmidt Blvd. (CR 119) thirty-six feet (36') wide, at the sole expense of the Owner which to provide improved ingress and egress for all lots in the PUD. Owner will provide additional 15' feet of Right-of-Way (ROW) along CR 165 along the frontage of the Property.

12. **PHASING**

The development of the Property will be phased.

13. **CHANGES TO AGREEMENT AND DEVELOPMENT PLAN**

13.1 **Minor Changes**

Minor changes to this Agreement or Plan, which do not substantially and adversely change this Plan, may be approved administratively, if approved changes must be in writing, by the Director of Public Works, the Director of Community Development, and the City Attorney.

13.2 **Major Changes**

All changes not permitted under Section 13.1 above, shall require approval under the same procedure required by the original PUD application.

**CRR Interests**

519 Tradesmens Park Drive  
Hutto, Texas 78634

By: Bobby Castle  
Printed Name: Bobby Castle  
Title: Member Mgr.  
Date: 12-05-06

**Cynergy Texas Interests, Inc.**

519 Tradesmens Park Drive  
Hutto, Texas 78634

By: Bobby Castle  
Printed Name: Bobby Castle  
Title: \_\_\_\_\_  
Date: 12-05-06

**Robert M. Castle, et al**

519 Tradesmens Park Drive  
Hutto, Texas 78634

By: Robert M. Castle  
Printed Name: Robert M. Castle  
Title: \_\_\_\_\_  
Date: 12-05-06

**CBR CR 119, L.P.**

519 Tradesmens Park Drive  
Hutto, Texas 78634

By: Bobby Castle  
Printed Name: Bobby Castle  
Title: Member Mgr.  
Date: 12-05-06

**A-S 64 CR 119 Hwy 79, L.P.**

8807 Sam Houston Pkwy. #200  
Houston, Texas 77040

By: Steven D. Alvis  
Printed Name: Steven D. Alvis  
Title: Member-Manager  
Date: 12/4/06

CITY OF HUTTO, TEXAS

*Kenneth L Love*  
Kenneth L Love, Mayor

DEC 4, 2006  
Date

ATTEST:

*Debbie Chelf*  
Debbie Chelf, City Secretary

12/4/06  
Date



**EXHIBIT "A"**  
**[Property Description]**

REVISION # 7(11-28-06)

10





TOWNWEST COMMONS PUD

U.S. HWY 79 & ED SCHMIDT BLVD. (CR 119)  
HUTTO, TEXAS

PROPERTY DESCRIPTION

TRACT I: 13.709 ACRE TRACT

SKETCH TO ACCOMPANY A DESCRIPTION OF 13.709 ACRES OF LAND OUT OF THE NATHANIEL EDWARDS SURVEY, ABSTRACT NO. 225, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 14.701 ACRE TRACT OF LAND DESCRIBED TO CRAIG AND LEE C. WILLIAMS BY GENERAL WARRANTY DEED WITH ASSUMPTION DATED JUNE 17, 2003, OF RECORD IN DOCUMENT NO. 2003063196 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 13.709 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" rebar found in the west right-of-way line of County Road 119 (right-of-way width varies) the east line of said 14.701 acre tract;

THENCE with the west right-of-way line of said County Road 119 and the west line of the 14.701 acre tract, the following three (3) courses:

1. Along a curve to the right having a radius of 360.00 feet, an arc length of 96.35 feet and chord which bears South 19°20'49" West, a distance of 96.07 feet to a ½" rebar with a cap found;
2. South 26°59'48" West, a distance of 437.93 feet to a ½" rebar with a cap found for a point of curvature;
3. Along a curve to the left having a radius of 480.00 feet, an arc length of 86.03 feet, and chord which bears South 21°52'00" West, a distance of 85.92 feet to a ½" rebar with cap set, from which a ½" rebar with cap found bears along a curve to the left having a radius of 480.00 feet, an arc length of 77.90 feet and chord which bears South 12°04'58" West, a distance of 77.81 feet;

THENCE over and across the 14.701 acre tract, the following two (2) courses:

1. North 67°03'18" West, a distance of 44.88 feet to a ½" rebar with cap set;
2. South 77°21'02" West, a distance of 182.06 feet to a 60D nail found in a south line of the 14.701 acre tract for the northeast corner of a 0.976 acre tract of land described in Document No. 2003057682 of the Official Public Records of Williamson County, Texas;

THENCE South 77°19'44" West, with a south line of the 14.701 acre tract and the north line of the 0.976 acre tract, a distance of 169.94 feet to a nail found for the northwest corner of the 0.976

acre tract and the northeast corner of Lot F, Townwest Commons Subdivision Section One, a subdivision appearing of record in Cabinet W, Slide 148 of the Plat Records of Williamson County, Texas;

THENCE South 77°20'56" West, with a south line of the 14.701 acre tract and the north line of said Lot F, a distance of 190.03 feet to an "X" found for the northwest corner of Lot F;

THENCE South 12°41'11" East, along the west line of the aforementioned Lot F, a distance of 249.42 feet to a punch mark found in the north right-of-way line of State Highway 79 (right-of-way width varies), for the southwest corner of the said Lot F;

THENCE South 77°18'11" West, with the north right-of-way line of State Highway 79 and a south line of the 14.701 acre tract, a distance of 45.13 feet to a ½" rebar with a cap set for the southeast corner of Lot D, said Townwest Commons Subdivision Section One;

THENCE North 12°39'22" West, along the east line of said Lot D, passing at a distance of 249.46 feet a ½" rebar with a cap set for the northeast corner of said Lot D, and continuing for a total distance of 285.46 feet to a ½" rebar with a cap set for a westerly corner of the herein described 13.709 acre tract;

THENCE with the west line of the 14.701 acre tract, the east line of a portion of a 31.325 acre tract of land described in Document No. 9901013 of the Official Public Records of Williamson County, Texas and the east line of a portion of an 8.793 acre tract described in Document No. 2002015764 of the Official Public Records of Williamson County, Texas, the following two (2) courses:

1. North 77°20'38" East, a distance of 89.97 feet to a ½" rebar with cap set;
2. North 06°57'16" East, passing at a distance of 717.24 feet a nail found for the northeast corner of a portion of said 31.325 acre tract, a southeast corner of a portion of said 8.793 acre tract, and continuing for a total of 967.07 feet to a ½" rebar with a cap set for the northwest corner of the 14.701 acre tract, the northeast corner of a portion of the 8.793 acre tract and the southwest corner of a 3.276 acre tract of land described to A-S 64 CR119-Hwy 79, L.P., of record in Document No. 2004013307 of the Official Public Records of Williamson County, Texas;

THENCE South 82°22'13" East, with the north line of the 14.701 acre tract and the south line of said 3.276 acre tract, a distance of 714.92 feet to a ½" rebar with cap set in the west right-of-way line of County Road 119, for the southeast corner of the 3.276 acre tract, the northeast corner of the 14.701 acre tract and the northeast corner of the herein described 13.709 acre tract;

THENCE with the west right-of-way line of the County Road 119, the east line of the 14.701 acre tract and the east line of the herein described tract, the following two (2) courses:

1. South 06°14'22" West, a distance of 215.72 feet to a ½" rebar with a cap found;
2. Along a curve to the right having a radius of 360.00 feet, an arc length of 34.14 feet and chord which bears South 09°07'25" West, a distance of 34.13 feet to the POINT OF BEGINNING, containing 13.709 acres of land, more or less.

TRACT II: 0.991 ACRE TRACT

A DESCRIPTION OF 0.991 ACRES OF LAND, OUT OF THE NATHANIEL EDWARDS SURVEY, ABSTRACT NO. 225, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 14.701 ACRE TRACT OF LAND DESCRIBED TO CRAIG AND LEE C. WILLIAMS BY GENERAL WARRANTY DEED WITH ASSUMPTION DATED JUNE 17, 2003, OF RECORD IN DOCUMENT NO. 2003063196 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.991 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at ½" rebar found on the north right-of way line of State Highway 79 (right-of-way width varies), being a southeast corner of the said 14.701 acre tract, also being a northwesterly interior point of a 3.211 acre tract described in a Special Warranty Deed to Williamson County dated November 9, 2001 and appearing of record in Document No. 2001084417 of the Official Public Records of Williamson County, Texas;

THENCE South 77°21'30" West, with the north right-of-way line of State Highway 79, the north line of the said 3.211 acre and the south line of the 14.701 acre tract, a distance of 97.53 feet a ½" rebar found for a southerly corner of the herein described tract and a southerly corner of the 14.701 acre tract, also being the southeast corner of a 0.976 acre tract of land described to A-S 64 CR119-HWY 79, L.P., by General Warranty Deed dated June 10, 2003, of record in Document 2003057682 of the Official Public Records of Williamson County, Texas;

THENCE North 12°40'10" West, with the west line of the herein described tract, a west line of the 14.701 acre tract and the east line of said 0.976 acre tract, a distance of 250.06 feet to a 60D nail found for the northwest corner of the herein described tract and the northeast corner of the 0.976 acre tract;

THENCE over and across the 14.701 acre tract, with the north lines of the herein described tract, the following two (2) courses:

1. North 77°21'02" East, a distance of 182.06 feet to a calculated point;
2. South 67°03'18" East, a distance of 44.88 feet to a calculated point in the west right-of-way line of County Road 119 (right-of-way width varies) and the east line of the 14.701

acre tract, from which a ½" rebar with cap found in the west right-of-way line of County Road 119 and the east line of the 14.701 acre tract bears along a curve to the right having a radius of 480.00 feet, an arc length of 86.03 feet and chord which bears North 21°52'00" East, a distance of 85.92 feet;

THENCE with the west right-of-way line of County Road 119 and the east line of the 14.701 acre tract, the following three (3) courses:

1. Along a curve to the left having a radius of 480.00 feet, an arc length of 77.90 feet and chord which bears South 12°04'58" West, a distance of 77.81 feet to a ½" rebar with cap found;
2. South 07°38'15" West, a distance of 133.70 feet to a calculated point;
3. South 43°48'14" West, a distance of 50.42 feet to the POINT OF BEGINNING, containing 0.991 acres of land, more or less.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2004057867

*Nancy E. Rister*

07/23/2004 11:05 AM

CARRILLO \$26.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS

PROPERTY DESCRIPTION

A DESCRIPTION OF 3.276 ACRES (142,713 SQ FT) OF LAND OUT OF THE NATHANIEL EDWARDS SURVEY, ABSTRACT NO. 225, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 21.207 ACRE TRACT CONVEYED TO CYNERGY TEXAS INTEREST INCORPORATED IN A GENERAL WARRANTY DEED DATED FEBRUARY 25, 2002, RECORDED UNDER DOCUMENT NO. 2002015764, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 3.276 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" rebar with cap set in the west right-of-way line of County Road No. 119 (right-of-way width varies) and the southeast corner of the remainder of the said 21.207 acre tract, same being the northeast corner of a 14.701 acre tract described in a Warranty Deed with Vendor's Lien to WDC Commercial Real Estate, Inc dated December 27, 2002 and appearing or record in Document No. 2003000373 of the Official Public Records of Williamson County, Texas;

THENCE North 82°22'13" West, with the south line of the said remainder of the 21.207 acre tract, same being the north line of the aforementioned 14.701 acre tract, a distance of 714.92 feet to a ½" rebar with a cap set for the northwest corner of the said 14.701 acre tract, same being the southwest corner of the herein described 3.276 acre tract;

THENCE over and across the said 21.207 acre tract, the following two (2) courses and distances:

1. North 06°57'16" East, a distance of 200.01 feet to a ½" rebar with cap set;
2. South 82°22'13" East, a distance of 712.24 feet to a ½ rebar with cap set on the west right-of-way line of County Road No. 119 appearing of record in Document No. 2003027906 of the Official Public Records of Williamson County, Texas;

THENCE South 06°11'11" West, with the west right-of-way line of said County Road No. 119 , a distance of 200.06 feet to the POINT OF BEGINNING, containing 3.276 acres of land, more or less.



PROPERTY DESCRIPTION

0.976 ACRES

PORTION OF 31.325 ACRES, CYNERGY TEXAS INTERESTS, INC.

A DESCRIPTION OF 0.976 ACRES IN THE NATHANIEL EDWARDS SURVEY, ABSTRACT NO. 225, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 31.325 ACRE TRACT CONVEYED TO CYNERGY TEXAS INTERESTS, INC., DESCRIBED IN A CASH WARRANTY DEED DATED JANUARY 4, 1999, RECORDED IN DOCUMENT NO. 9901013 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.976 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" rebar with a cap set in the north line of a 3.211 acre tract described as Tract 1 in a Special Warranty Deed to Williamson County dated November 9, 2001 and appearing of record in Document No. 2001084417 of the Official Public Records of Williamson County, Texas, for the proposed north right-of-way line of State Highway 79 (R.O.W. width varies), same being the southeast corner of Lot F, Townwest Commons Subdivision Section One, a subdivision in Williamson County, Texas, and appearing of record in Cabinet W, Page 148 of the Plat records of Williamson County, Texas;

THENCE North 12°39'22" West, along the east line of the said Lot F, a distance of 250.00 feet to a P.K. Nail set in concrete for the northeast corner of the said Lot F, same being a point on the south line of a 14.701 acre tract described in a Warranty Deed with Vendor's Lien to WDC Commercial Real Estate, Inc., dated December 27, 2002, and appearing of record in Document No. 2003000373 of the Official Public records of Williamson County, Texas;

THENCE North 77°20'38" East, along a south line of the said 14.701 acre tract, a distance of 170.00 feet to a P.K. Nail set in concrete for an interior corner of the said 14.701 acre tract;

THENCE South 12°39'22" East, along a westerly line of the said 14.701 acre tract, a distance of 250.00 feet to a ½" rebar with a cap set for a southwest corner of the said 14.701 acre tract, same being on the north line of the said 3.211 acre tract, (State Highway 79);

THENCE South 77°20'38" West, along the north line of the said 3.211 acre tract, (State Highway 79), a distance of 170.00 feet to the POINT OF BEGINNING, containing 0.976 acres of land, more or less.

Lot 41, Block A  
Emory Farms Subdivision

Parcel # 6 ( 3.369 ac.)  
R-462482

R-457824 (3.276 sc.)  
A-S-64 CR 119-Hwy 79 L.P.

Parcel # 5 ( 4.478 ac.)  
R-430455

Parcel # 4 ( 1.000 ac.)  
R-332816

Parcel # 3 ( 5.006 ac.)  
R-085621

Parcel # 2 (11.948 ac.)  
R-384741

Parcel # 1 ( 1.305 ac.)  
R-442487

Section One  
Townwest Commons  
Lot D

US Hwy 79 ROW  
(240 feet)

NORTH.

CR 165 ROW  
(40 feet)

R-433024 (14.70 sc.)  
A-S-64 CR 119-Hwy 79 L.P.

EXHIBIT "A" -- Property Description  
TOWNWEST COMMONS PUD (Phase II)

TOTAL: 27.305 ACRES

9 November 2006

FIELD NOTES for ZONING: PARCEL #1 -R-442487  
City of Hutto, Williamson County, Texas

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BEING 1.305 acres out of the Nathaniel Edwards Survey,  
Abstract 225 as conveyed to CRR Investments by Deed recorded  
as Doc# 2003071811, Williamson County, Texas Deed Records:

BEGINNING at the southwest corner of said 1.305 acres at  
a point on the east ROW line of CR 165;

THENCE along the west boundary of this tract and the east  
ROW line of CR 165, N 07°35'53" E, 191.79 feet to the  
northwest corner of this tract and the southwest corner  
of an 11.948 acre tract conveyed to Cynergy Texas Interest,  
Inc. by Deed recorded as Doc# 9901013, Williamson County,  
Texas Deed Records:

THENCE N 87°20'38" E, 234.24 feet along the north boundary  
of this tract and the southwest boundary of said 11.948 acre  
tract to the northeast corner of this tract;

THENCE S 12°39'22" E, 209.84 feet to a point on the current  
north ROW of US Hwy 79 and being the southeast corner of this  
tract:

THENCE along said north ROW of US Hwy 79:

    S 77°18'11" W, 285.51 feet, and  
    N 47°31'34" W, 33.69 feet to the point of beginning  
and containing 1.305 acres of land.

FIELD NOTES for ZONING: PARCEL #2 -R-384741  
City of Hutto, Williamson County, Texas

BEING 11.948 acres out of the Nathaniel Edwards Survey,  
Abstract 225 as conveyed to Cynergy Texas Interest, Inc.  
by Deed recorded as Doc# 9901013, Williamson County, Texas  
Deed Records:

BEGINNING at the southwest corner of said 11.948 acres at  
a point on the east ROW line of CR 165. Said point also  
being the northwest corner of a 1.305 acre tract conveyed to  
CRR Investments by Deed recorded as Doc# 2003071811 of the  
Williamson County, Texas Deed Records:

THENCE along the west boundary of this tract and the east ROW  
line of CR 165, N 7°35'53" E, 535.12 feet to the northwest corner  
of this tract and the southwest corner of a 5.006 acre tract  
conveyed to Cynergy Texas Interest, Inc. by Deed recorded as  
Doc# 2002098788 of the Williamson County, Texas Deed Records;

THENCE along the northwest boundary of this tract and the  
southeast boundary of said 5.006 acre tract:  
S 82°22'39" E, 510.23 feet, and  
N 07°36'35" E, 511.90 feet to the northwest corner of  
this tract and the northeast corner of said 5.006 acre tract;

THENCE S 82°22'53" E, 270.56 feet along the north boundary of  
this tract and the south boundary of a 4.478 acre tract conveyed  
to Robert M. Castle, et al by Deed recorded as Doc# 2003071808  
of the Williamson County, Texas Deed Records;

THENCE along the east boundary of this tract and the west  
boundary of a 14.7 acre tract conveyed to A-S 64 CR 119-Hwy 79,  
L.P. recorded as Doc# 2004057867 of the Williamson County,  
Texas Deed Records:  
S 06°57'16" W, 717.24 feet,  
S 77°20'38" W, 89.87 feet, and  
S 12°39'22" E, 36.00 feet to a point being common with  
the northeast corner of Lot D, Townwest Commons, Section One;

THENCE along the southeast boundary of this tract and the  
northwest boundary of said Lot D, Townwest Commons, Section  
One:  
S 77°20'38" W, 190.00 feet, and  
S 12°39'22" E, 210.00 feet to a point on the current  
north ROW of US Hwy 79:

FIELD NOTES for ZONING: PARCEL #2 -R-384741  
City of Hutto, Williamson County, Texas

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THENCE along the south boundary of this tract and the north ROW of US Hwy 79, S 77°18'11" W, 340.00 feet to a point common with a 1.305 acre tract conveyed to CRR Investments by Deed recorded as Doc# 2003071811 of the Williamson County Deed Records;

THENCE along the southwest boundary of this tract and the northeast boundary of said 1.305 acre tract:

    N 12°39'22" E, 209.84 feet, and  
    S 77°20'38" W, 234.14 feet to the point of beginning and containing 11.948 acres of land.

9 November 2006

FIELD NOTES for ZONING: PARCEL #3 -R-085621  
City of Hutto, Williamson County, Texas

BEING 5.006 acres out of the Nathaniel Edwards Survey,  
Abstract 225 as conveyed to Cynergy Texas Interest, Inc.  
by Deed recorded as Doc# 2002098788, Williamson County, Texas  
Deed Records:

BEGINNING at the southwest corner of said 5.006 acres at  
a point on the east ROW line of CR 165. Said point also  
being a common corner with an 11.948 acre tract conveyed to  
Cynergy Texas Interest, Inc. by Deed recorded as Doc# 9901013  
of the Williamson County, Texas Deed Records:

THENCE along the west boundary of this tract and the east ROW  
of CR 165, N 07°36'35" E, 303.17 feet to a point common with  
the southwest corner of a 1.00 acre tract also conveyed by  
Doc# 2002098788 to Cynergy Texas Interest, Inc;

THENCE along the northwest boundary of this tract and the  
southeast boundary of said 1.00 acre tract:

S 82°22'01" E, 208.63 feet, and

N 07°11'13" E, 208.77 feet to the most northwest corner of  
this tract and the northeast corner of said 1.00 acre tract',  
and also being on the south property line of a 4.478 acre tract  
conveyed to Robert M. Castle, et al by Deed recorded as Doc#  
2003071808 of the Williamson County, Texas Deed Records;

THENCE along the north boundary of this tract and the south  
boundary of said 4.478 acre tract, S 82°22'39" E, 303.14 feet  
to the northeast corner of this tract;

THENCE along the southeast boundary of this tract and the  
northwest boundary of said 11.948 acre tract:

S 07°36'35" W, 511.90 feet, and

N 82°22'39" W, 510.23 feet to the point of beginning and  
containing 5.006 acres of land.



9 November 2006

FIELD NOTES for ZONING: PARCEL #4 -R-332816  
City of Hutto, Williamson County, Texas

BEING 1.000 acres out of the Nathaniel Edwards Survey,  
Abstract 225 as conveyed to Cynergy Texas Interest, Inc.  
by Deed recorded as Doc# 9901013, Williamson County, Texas  
Deed Records:

BEGINNING at the southwest corner of said 1.000 acres at  
a point on the east ROW line of CR 165. Said point also  
being common with the northwest boundary of a 5.006 acre tract  
also conveyed to Cynergy Texas Interest, Inc. by Deed recorded  
as Doc# 9901013 of the Williamson County, Texas Deed Records:

THENCE along the west boundary of this tract and the east ROW  
of CR 165, N 07°09'02" E, 208.73 feet to the northeast corner  
of this tract and the southwest corner of a 4.478 acre tract  
conveyed to Robert M. Castle, et al by Deed recorded as Doc#  
2003071808 of the Williamson County, Texas Deed Records;

THENCE along the north boundary of this tract and the south  
boundary of said 4.478 acre tract, S 82°22'39" E, 208.76 feet  
to the northeast corner of this tract and the most northwest  
corner of said 5.006 acre tract;

THENCE along the southeast boundary of this tract and the  
northwest boundary of said 5.006 acre tract:

S 07°11'13" W, 208.77 feet, and

S 82°22'01" W, 208.63 feet to the point of beginning and  
containing 1.000 acres of land.

9 November 2006

FIELD NOTES for ZONING: PARCEL #5 -R-430455  
City of Hutto, Williamson County, Texas

BEING 4.478 acres out of the Nathaniel Edwards Survey,  
Abstract 225 as conveyed to Robert M. Castle, et al  
by Deed recorded as Doc# 2003071808, Williamson County, Texas  
Deed Records:

BEGINNING at the southwest corner of said 4.478 acres at  
a point on the east ROW line of CR 165. Said point also  
being the northwest corner of a 1.000 acre tract conveyed to  
Cynergy Texas Interest, Inc. by Deed recorded as Doc# 2002098788  
of the Williamson County, Texas Deed Records:

THENCE along the west boundary of this tract and the east ROW  
line of CR 165, N 07°45'27" E, 249.96 feet to the northwest  
corner of this tract and the southwest corner of a 3.569 acre  
tract conveyed to CBR CR 119, L.P. by Deed recorded as Doc#  
2004038679 of the Williamson County, Texas Deed Records;

THENCE along the north boundary of this tract and the south  
boundary of said 3.569 acre tract, S 82°22'39" E, 778.80 feet  
to the northeast corner of this tract and the northwest corner  
of a 14.70 acre tract conveyed to A-S 64 CR 119-Hwy 79, L.P.  
by Deed recorded as Doc# 2004057867 of the Williamson County,  
Texas Deed Records;

THENCE along the east boundary of this tract and the west  
boundary of said 14.70 acre tract, S 06°57'16" W, 249.83 feet  
to the southeast corner of this tract and the northeast corner  
of an 11.948 acre tract conveyed to Cynergy Texas Interest, Inc.  
by Deed recorded as Doc# 9901013 of the Williamson County, Texas  
Deed Records;

THENCE along the south boundary of this tract and the north  
boundary of said 11.948 acre tract and continuing along the  
south boundary of this tract also being the north boundary of  
a 6.006 acre tract conveyed to Cynergy Texas Interest, Inc.,  
Doc# 2002098788, Williamson County, Texas Deed Records,  
S 82°22'39" W, 782.46 feet to the point of beginning and  
containing 4.478 acres of land.

9 November 2006

FIELD NOTES for ZONING: PARCEL #6 -R-462482  
City of Hutto, Williamson County, Texas

BEING 3.569 acres out of the Nathaniel Edwards Survey,  
Abstract 225 as conveyed to CBR CR 119, L.P. by Deed recorded  
as Doc# 2004038679, Williamson County, Texas Deed Records:

BEGINNING at the northwest corner of said 3.569 acres at  
a point on the east ROW line of CR 165. Said point also  
being the southwest corner of lot 41, Block A,  
Emory Farms Subdivision;

THENCE along the north boundary of this tract and the south  
property line of said Lot 41, Block A, S 82°22'13" E,  
776.06 feet to the northeast corner of this tract and the  
northwest corner of a 3.276 acre tract conveyed to A-S-64  
CR119-Hwy 79, L.P. by Deed recorded as Doc# 200413307 of the  
Williamson County, Texas Deed Records;

THENCE in a southerly direction, along the east boundary of  
this tract and the west property line of said 3.276 acre tract,  
S 06°57'16" E, 200.01 feet to the southeast corner of this  
3.569 acre tract and the southwest corner of said 3.276 ac.  
tract;

THENCE along the south boundary of this tract and the north  
boundary of a 4.478 acre tract conveyed to Robert M. Castle  
et al by Deed recorded as Doc# 2003071808 of the Williamson  
County, Texas Deed Records, N 82°22'39" W, 778.80 feet to a  
point on the east ROW line of CR 165. Said point being the  
southwest corner of this tract and the northwest corner of  
said 4.478 acre tract;

THENCE N 07°44'18"E, 200.00 feet along the west boundary of  
this tract and the east ROW line of CR 165 to the point of  
beginning and containing 3.569 acres of land.

**EXHIBIT "B"**  
**[Lienholder's Consent]**

REVISION # 7(11-28-06)

11

LIENHOLDER'S CONSENT

STATE OF TEXAS  
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT WHITNEY NATIONAL BANK, THE LIEN HOLDER OF THAT CERTAIN TRACT OF LAND RECORDED IN DOCUMENT NO. 2004-057867, 2004013807, 2003057682 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OR 18.96 ACRES OF LAND SITUATED IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS, AND DOES HEREBY JOIN, APPROVE AND CONSENT TO THE DEDICATION TO THE PUBLIC USE FOREVER THE STREETS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

FINANCIAL INSTITUTION NAME

BY: WHITNEY NATIONAL BANK

  
NAME: RUBEN ALVAREZ  
TITLE: VICE PRESIDENT

NOTARY:

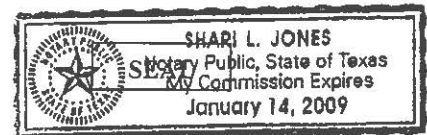
THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

BEFORE ME, A NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED Ruben Alvarez, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 2nd DAY OF November A.D., 2006

  
NOTARY PUBLIC SIGNATURE

Shari L. Jones  
NOTARY PUBLIC PRINTED OR TYPED NAME



MY COMMISSION EXPIRES: 1/14/2009

LIENHOLDER'S CONSENT

STATE OF TEXAS  
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT FIRST STATE BANK, THE LIEN HOLDER OF THAT CERTAIN TRACT OF LAND RECORDED IN DOCUMENT NO. 2003071811 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CONSENT TO THE ZONING OF 1.304 ACRES OF LAND SITUATED IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS, AND DOES HEREBY JOIN, APPROVE AND CONSENT TO THE DEDICATION TO THE PUBLIC USE FOREVER THE STREETS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

FINANCIAL INSTITUTION NAME  
FIRST STATE BANK CENTRAL TEXAS  
BY: Judy Chansley  
NAME: Judy Chansley  
TITLE: BANKING OFFICER

NOTARY:

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

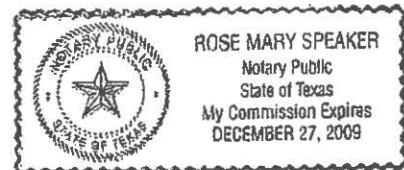
BEFORE ME, A NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 6<sup>th</sup> DAY OF Nov,  
A.D., 200006.

Rosemary Speaker  
NOTARY PUBLIC SIGNATURE

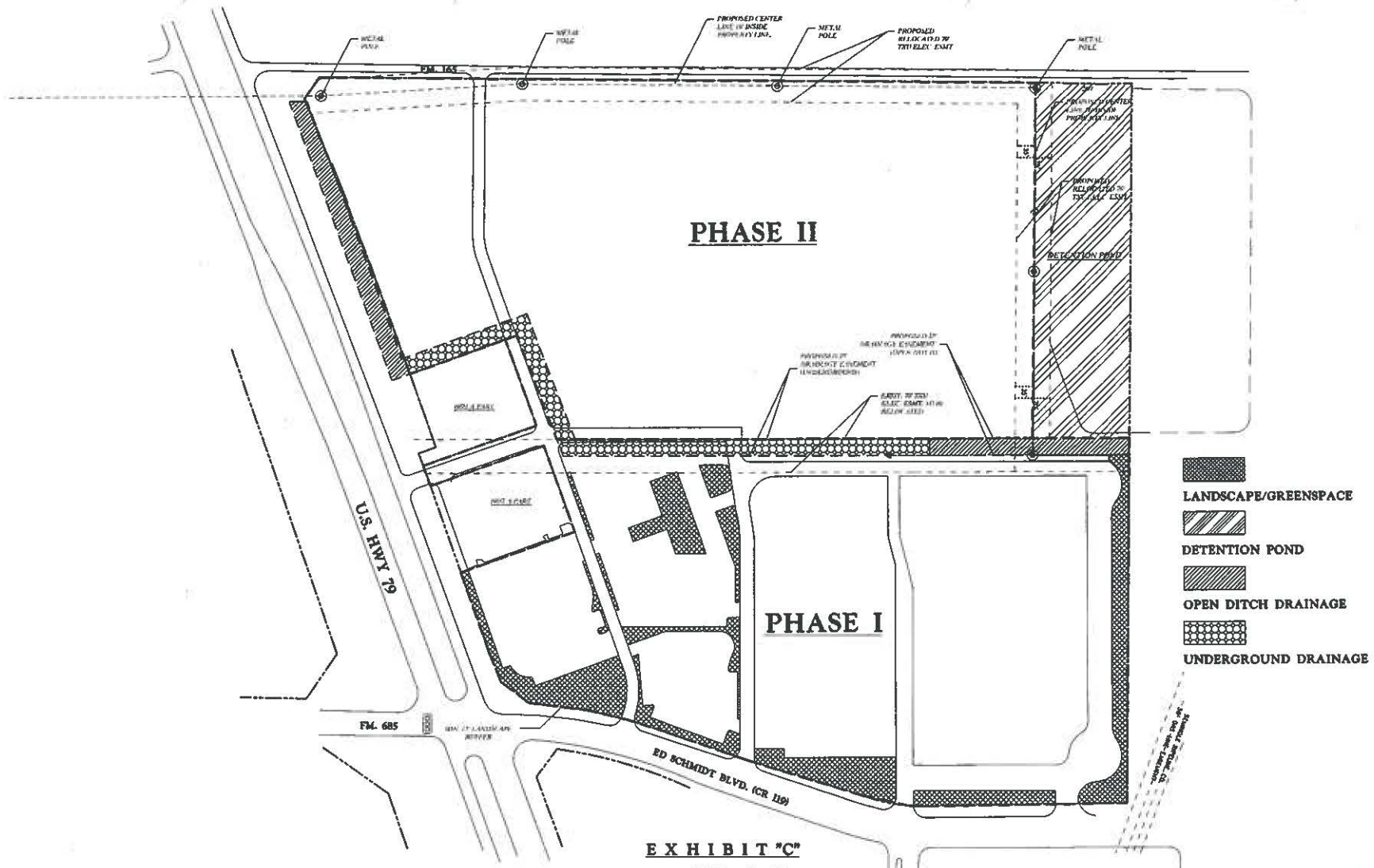
Rosemary Speaker  
NOTARY PUBLIC PRINTED OR TYPED NAME

MY COMMISSION EXPIRES: 12-27-09





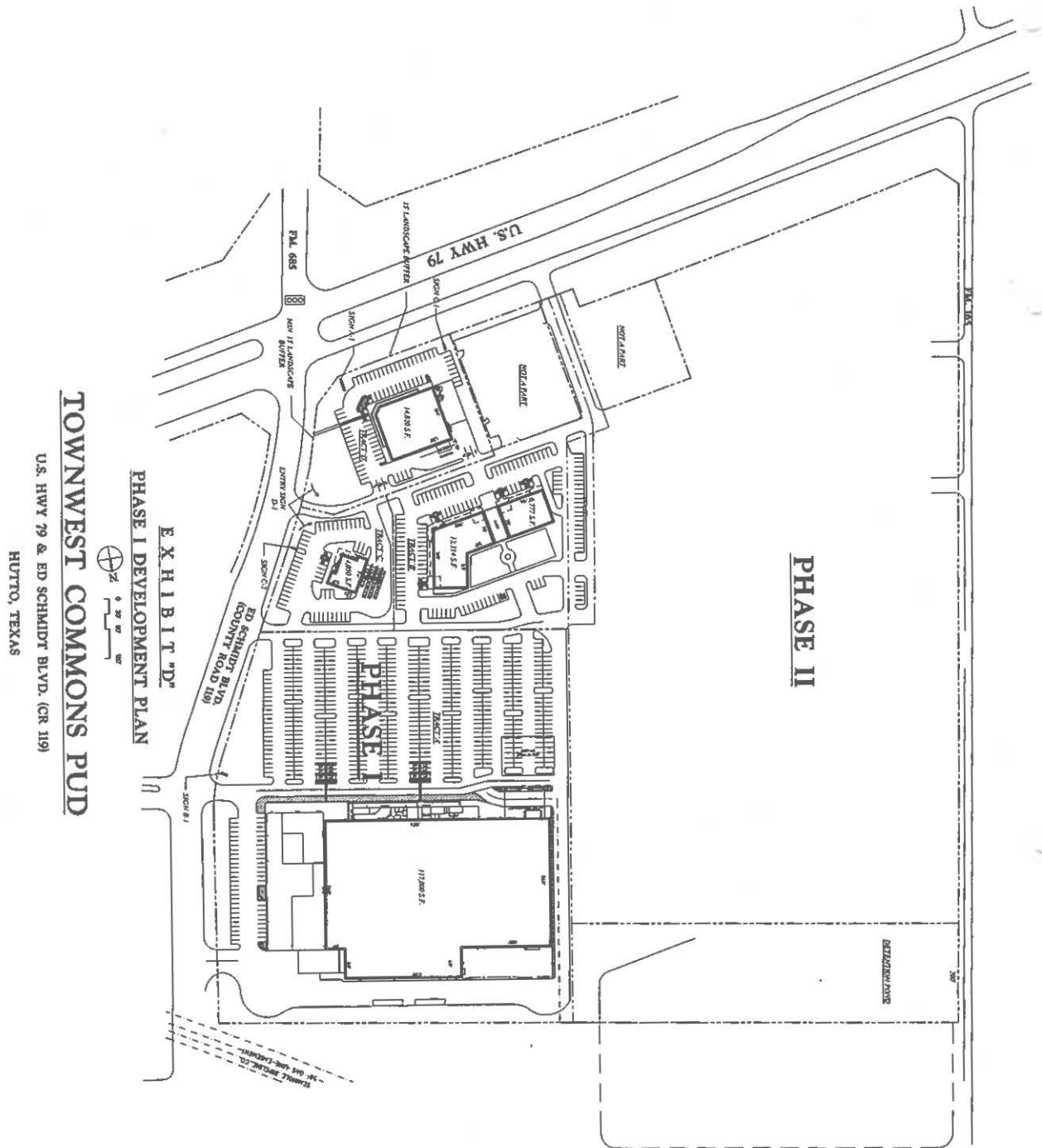
**EXHIBIT “C”**  
**[Master Plan]**



**EXHIBIT "C"**  
**MASTER PLAN**  
**TOWNWEST COMMONS PUD**  
 U.S. HWY 79 & ED SCHMIDT BLVD. (CR 119)  
 HUTTO, TEXAS

**NewQuest**  
 PROPERTIES  
 8801 W. SAM HOUSTON PARKWAY N. SUITE 200  
 HOUSTON, TEXAS 77060  
 P. 281.477.4300 F. 281.477.4300  
 WWW.NEWQUESTPROPERTIES.COM

**EXHIBIT "D"**  
**[Phase I Plan]**



**PHASE I DEVELOPMENT PLAN**

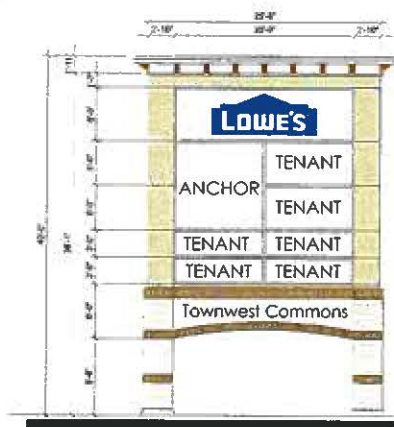
**EXHIBIT "D"**

**TOWNWEST COMMONS PUD**

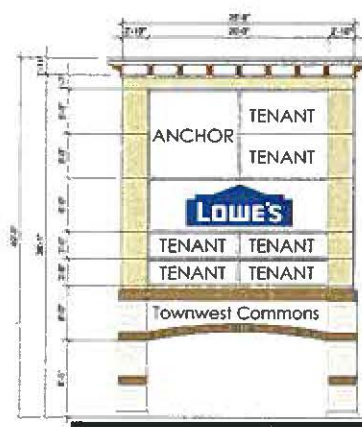
U.S. HWY 79 & ED SCHMIDT BLVD. (CR 159)

HUTTO, TEXAS

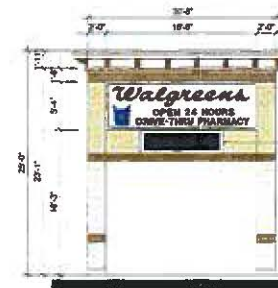
**EXHIBIT "E"**  
**[Sign Package]**



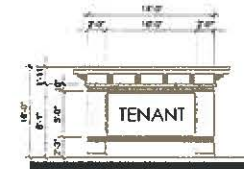
SIGN PLAZA SCHEMATICS  
SIGN A-1



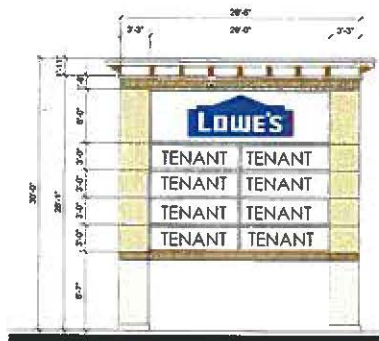
SIGN PLAZA SCHEMATICS  
SIGN A-2



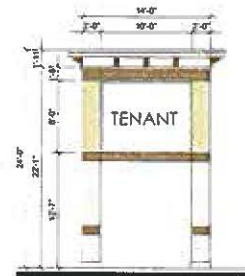
SIGN C-3



SIGN C-2



SIGN B-1



SIGN C-1

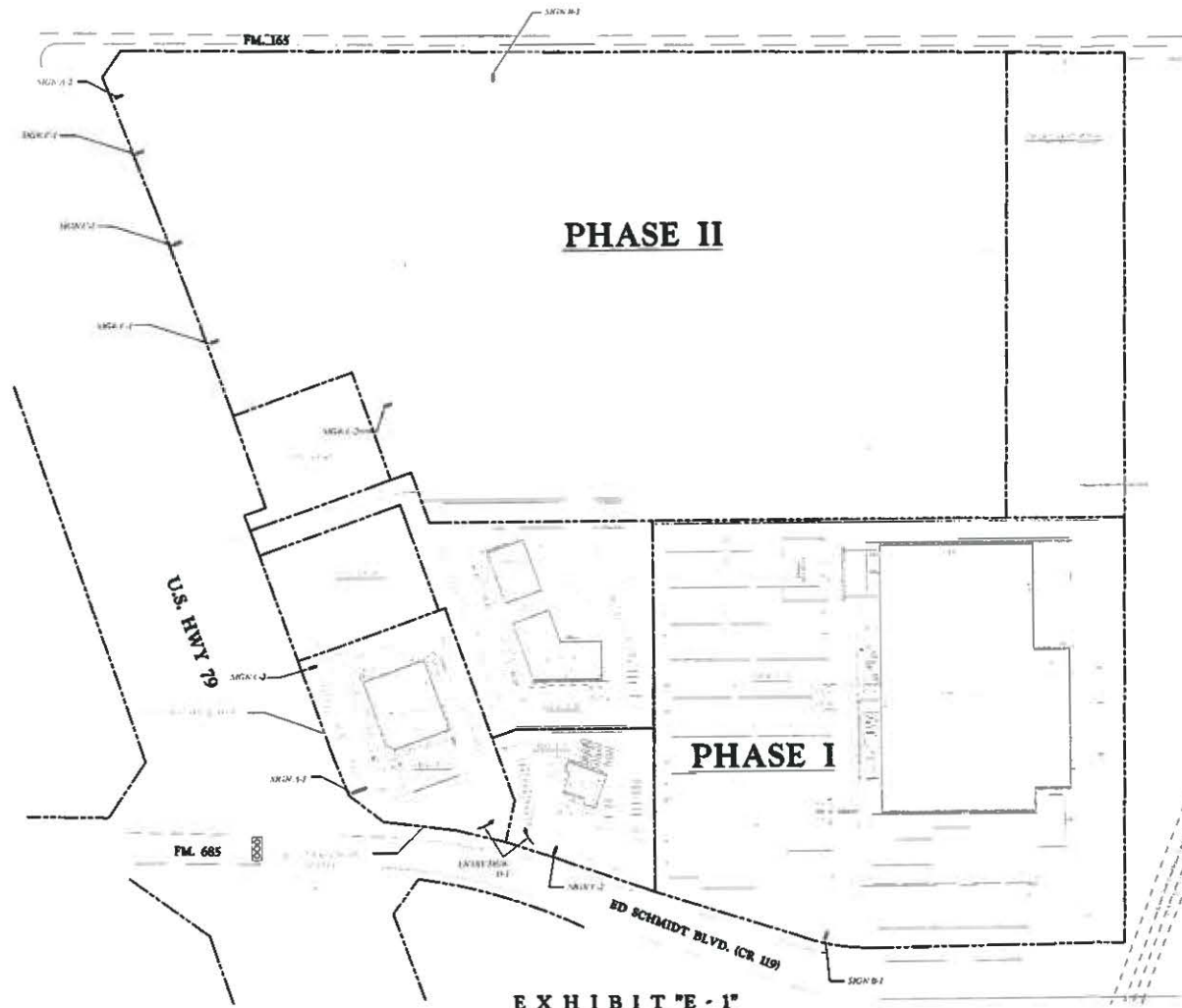


SIGN D-1

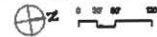
EXHIBIT E  
**TOWNWEST COMMONS PUD**  
**SIGN LAYOUT PLAN**  
U.S. HWY 79 & ED SCHMIDT BLVD  
HUTTO, TEXAS



**EXHIBIT “E-1”  
[Sign Master Plan]**



**EXHIBIT "E-1"**  
**SIGN MASTER PLAN**



**TOWNWEST COMMONS PUD**

U.S. HWY 79 & ED SCHMIDT BLVD. (CR 119)  
 HUTTO, TEXAS

**NewQuest**  
 PROPERTIES<sup>®</sup>  
 8822 W. SAIL HOLLOW PARKWAY N. SUITE  
 200 HOUSTON, TEXAS 77060  
 P. 281.477.4300 F. 281.477.4300  
 WWW.NEWQUESTPROPERTIES.COM

**EXHIBIT "F"**  
**[Phase I Landscape Plan]**



EXHIBIT F  
(PHASE I LANDSCAPE PLAN)

Page 742 of 770

**EXHIBIT “G”**  
**[Development Standards]**

**EXHIBIT "G"**  
**[Development Standards]**



## **EXHIBIT "G"**

### **DEVELOPMENT STANDARDS**

#### **COMMERCIAL DEVELOPMENT PARCELS**

The following Development Standards shall apply to all development on portions of the Property, which are identified as Commercial Development Parcels on the Plan attached as **Exhibit "C"** (Master Plan).

##### **1. PERMITTED USES:**

The following principal uses are permitted: All B-2 General Commercial uses identified in the City of Hutto Zoning Ordinance and Outdoor Sales and Display uses as described in Paragraph 3, below.

##### **2. PROHIBITED USES:**

The following uses are prohibited on the Property: cell towers and other free standing towers over forty feet (40') in height, flea markets, sexually oriented businesses, portable building sales, except as incidental to other retail sales, outdoor amusement parks or carnivals, recreational vehicle parks, outdoor shooting ranges, pawn shops, heavy equipment sales, kennels (but not prohibiting pet shops and veterinary clinics with overnight facilities), vehicle sales, auto body and paint shops and truck stops, automotive repairs (except that oil service and tire sales and service stores are permitted), towing companies, automotive sales (including boats, recreational vehicles and trailers). Notwithstanding the foregoing, tire sales and service stores shall not be permitted except on pad sites.

##### **3. OUTDOOR SALES & DISPLAYS:**

Outdoor sales and displays are permitted as accessory uses in conjunction with, and as part of, the principal use of a building only in area designated on the site plan approved by the Director of Community Development for such building or an amended site plan approved at a later date. All outdoor sales and display areas shall be located and operated as part of the principal use, and shall not comprise a separate business use.

The city agrees that Lowe's Home Centers, Inc. ("Lowe's") may operate its portion of the Property in accordance with the Outdoor Sales and Display provisions of this Plan. Foregoing provisions may be expressly relied upon by the Developer and Lowe's and their respective successors and assigns, in accordance with section 3.2 of the Development Standards in this document.

*Planting material exhibits are allowed with informational signage that does not include the retailer's name. Informational signage shall not exceed 18" x 18" in size.*

### 3.1 Definitions:

**“Major Retailer”** – Any retailer of 80,000 square feet or more (Examples: Wal-Mart, Target, Lowe’s, Home Depot)

**“Garden Center”** – Open air, but enclosed retail center primarily selling landscaping plants and materials connected to a Major Retailer.

**“Seasonal Sales”** – Outside sales, display and storage of seasonal items by the Major Retailer.

**“Outdoor Building Display”** – Outdoor display and sale of portable and prefabricated buildings by a Major Retailer. “Permanent” Display and sale allowed.

**“Primary Shopping Center”** – Location in which a major retailer(s) is located.

### 3.2 Outdoor Sales and Display:

Section 1.419 of the Hutto City Code, “Outdoor Sales and Display” is hereby modified to permit Garden Center, Outdoor Building Display and Seasonal Sales at any Major Retailer. The Outdoor Building Display and Seasonal Sales shall be allowed on off-street parking spaces, so long as the remaining spaces satisfy the City’s minimum standards. Further, the limitation on outdoor display to 10 feet from the principal building shall be extended to 100-feet for a “Major Retailer”. A “Major Retailer” shall be allowed to place portable storage containers in the rear of the store not visible from ground level in any residential district. A “Major Retailer” may display and sell portable/temporary buildings.

## 4. DEVELOPMENT STANDARDS:

**4.1** The following materials are prohibited on the exterior walls and roofs of all buildings and structures.

- Asbestos
- Mirrored Glass (reflectivity of 20% or more)
- Corrugated metal

**4.2** Unfinished sheet metal is permitted as flashing and similar type improvements on the roof, trim or minor decorative features, but not on exterior walls of any buildings and structures.

**4.3** Building Standards for all buildings and sign structures, excluding a Garden Center.

**4.3.1** The front and side elevations shall be 100 percent masonry, except for doors, windows, roofs, patios, balconies, awnings, gutters, special decorative features, trim and advertising surfaces of signs. Masonry shall mean brick, stone, stucco, concrete panels, EFIS, (Exterior Finish Insulation System), decorative CMU (including split faced concrete block), or such other similar quality material approved in writing by the Director of Community Development, provided that stucco, EFIS, and decorative

CMU shall not comprise more than fifty percent (50%) of this exterior masonry finish. All EFIS installed with eight feet of finished grade or sidewalk level shall be "abuse resistant".

**4.3.2** Shopping Center buildings shall be permitted flat roofs provided that segments of the front elevations of such buildings, and any side elevations that face a major roadway shall include architectural elements such as that the roof line of a primary shopping center building is not 100% horizontal. Upon administrative approval from the Director of Community Development, such elements may be non-structural, decorative, features, such as, but not limited to pitched awnings or covers over doors and windows, provided that some portion of such pitched element extends above the horizontal portion of the roof line.

**4.3.3** No building shall exceed five (5) stories in height.

## **5. SERVICE & LOADING AREAS:**

All standards will be in compliance with B-2 (General Commercial) Zoning District requirements as identified in the Zoning Ordinance.

## **6. IRRIGATION:**

An underground, automatic drip irrigation system must be installed in all landscaped areas, other than areas approved by the City for plant materials that do not normally require irrigation. Drip irrigation must effectively water all the landscaped areas.

All irrigation systems shall be inspected and approved prior to the issuance of a certificate of occupancy for the building for which the landscaping is required.

## **7. SITE PLAN REQUIRED:**

A site plan for each phase of development shall be submitted to the City to ensure compliance with the terms of this Agreement prior to the issuance of each building permit.

## **8. PARKING STANDARDS:**

**8.1** One parking space shall be provided for every 250 square feet of net retail floor area.

**8.2** All parking spaces shall be a minimum of nine feet (9') wide and eighteen feet (18') deep.

**8.3** Raised curbs or other means shall be provided in parking lots and along drives to prevent vehicular traffic from driving across or onto landscaped areas.

**8.4** All drives and parking areas shall be edged with concrete curbs where pavement abuts an unpaved area and all approach aprons will be concrete to meet City of Hutto standard.

**8.5** All parking will be in compliance with Texas Accessibility Standards (TAS) requirements.

## **9. MASTER DRAINAGE PLAN AND RECIPROCAL DRAINAGE EASEMENT:**

Property is subject to the approved Townwest Commons Preliminary Plan and Master Drainage Plan. Assurance is to be provided, to the City, by CRR Investments; Cynergy Texas Interests, Inc.; Robert M. Castle, et al; CBR CR 119, LP; and NewQuest Properties in the form of a Letter Of Credit or Escrow Account that all drainage and improvements will be completed within two (2) years from the date of the PUD Plan approval date. Certificates of Occupancy will be contingent on the assurance or completion of required improvements.

## **10. RECIPROCAL PUBLIC UTILITY EASEMENT:**

A reciprocal Public Utility Easement (PUE) to construct, install, operate, maintain, inspect, reconstruct, enlarge, relocate, rebuild, repair, use and remove public utility lines, facilities and improvements, together with the express right to maintain the easement area by clearing and removing vegetation, silt and debris, in, upon, over, under, above and across the Property.

## **11. RECIPROCAL DRAINAGE EASEMENT:**

A reciprocal surface drainage and storm water drainage easement between Property Owners to construct, install, operate, maintain, inspect, reconstruct, enlarge, relocate, rebuild, repair, use and remove drainage and storm water drainage lines, facilities and improvements, together with the express right to maintain the easement area by clearing and removing vegetation, silt and debris, in, upon, over, under, above and across the Property.

## **12. RECIPROCAL IRRIGATION EASEMENT:**

A reciprocal surface and subsurface irrigation easement between Property Owners to excavate for, construct, install, operate, maintain, inspect, reconstruct, enlarge, relocate, rebuild, repair, use and remove such surface and subsurface irrigation lines, facilities and improvements, together with the express right to maintain the easement area by clearing and removing vegetation, silt and debris in, upon, over, under, above and across the Property.

## **13. RECIPROCAL ACCESS EASEMENT:**

A reciprocal access easement between Property Owners granting the right of free and uninterrupted ingress and egress for persons, vehicles, and equipment necessary or convenient for use in the PUD specifically granting the right for all persons and/or members of the general public to come on and be present within the boundaries of the PUD property, together with the express right to maintain the easement area by clearing and removing vegetation, silt and debris in, upon, over, and across said Property.

## **14. PARKING LOT LIGHTING:**

All lighting shall be in compliance with standard B-2 (General Commercial) Zoning District requirements. However, maximum height of a fixture shall not exceed forty (40) feet.

50,886 S.14

NOT A PART

STATE HIGHWAY 79

COUNTY ROAD 119

## SITE PLAN

## TOWNWEST COMMONS PUD

SP-24

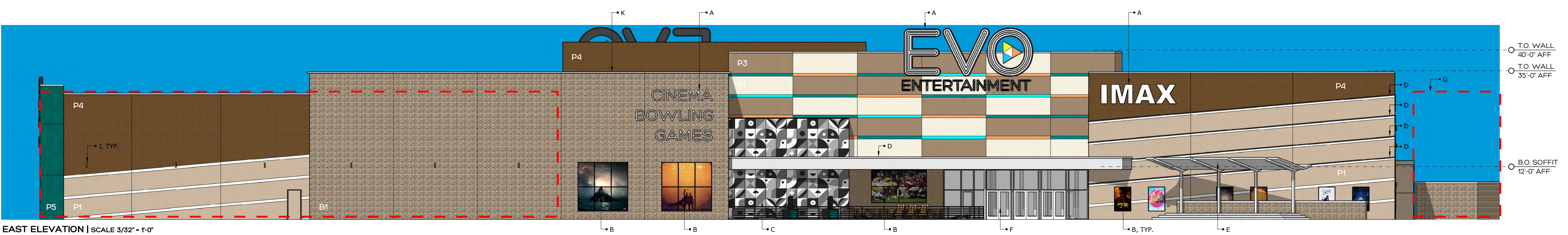
**EXHIBIT "D-1"**

## PHASE II DEVELOPMENT PLAN

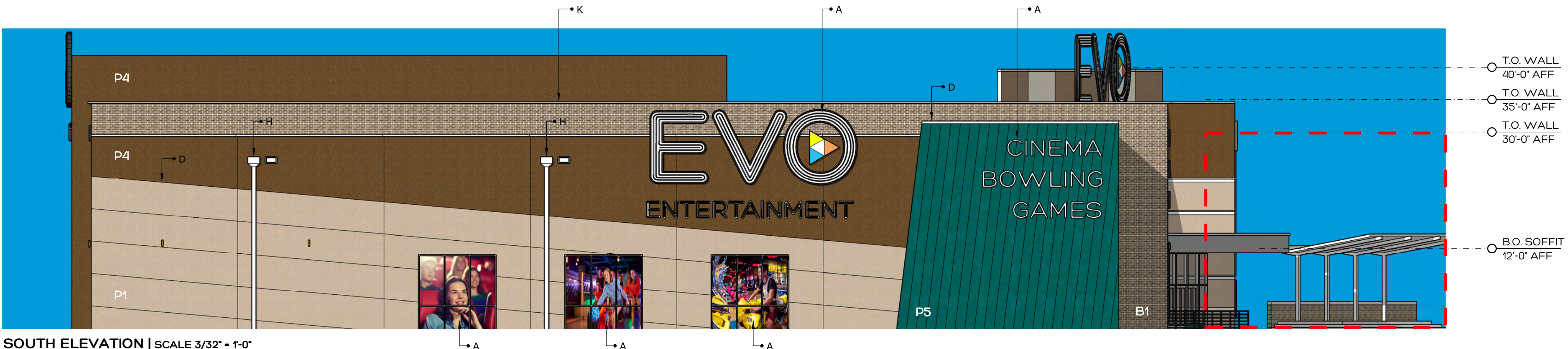
NWC OF STATE HIGHWAY 79 &amp; COUNTY ROAD 119

HUTTO, TEXAS

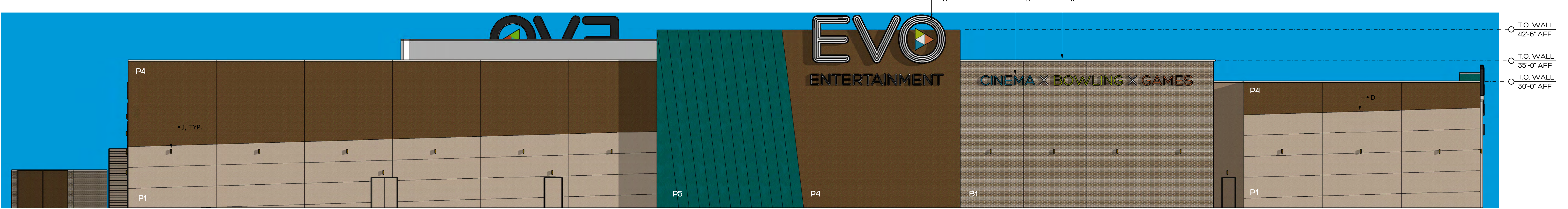




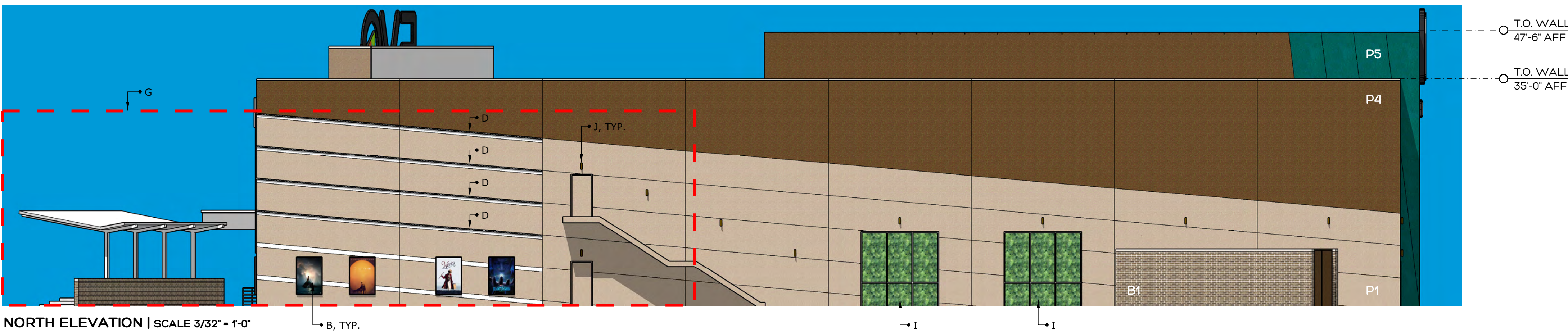
EAST ELEVATION | SCALE 3/32" = 1'-0"



SOUTH ELEVATION | SCALE 3/32" = 1'-0"



NORTH ELEVATION | SCALE 3/32" = 1'-0"



NORTH ELEVATION | SCALE 3/32" = 1'-0"

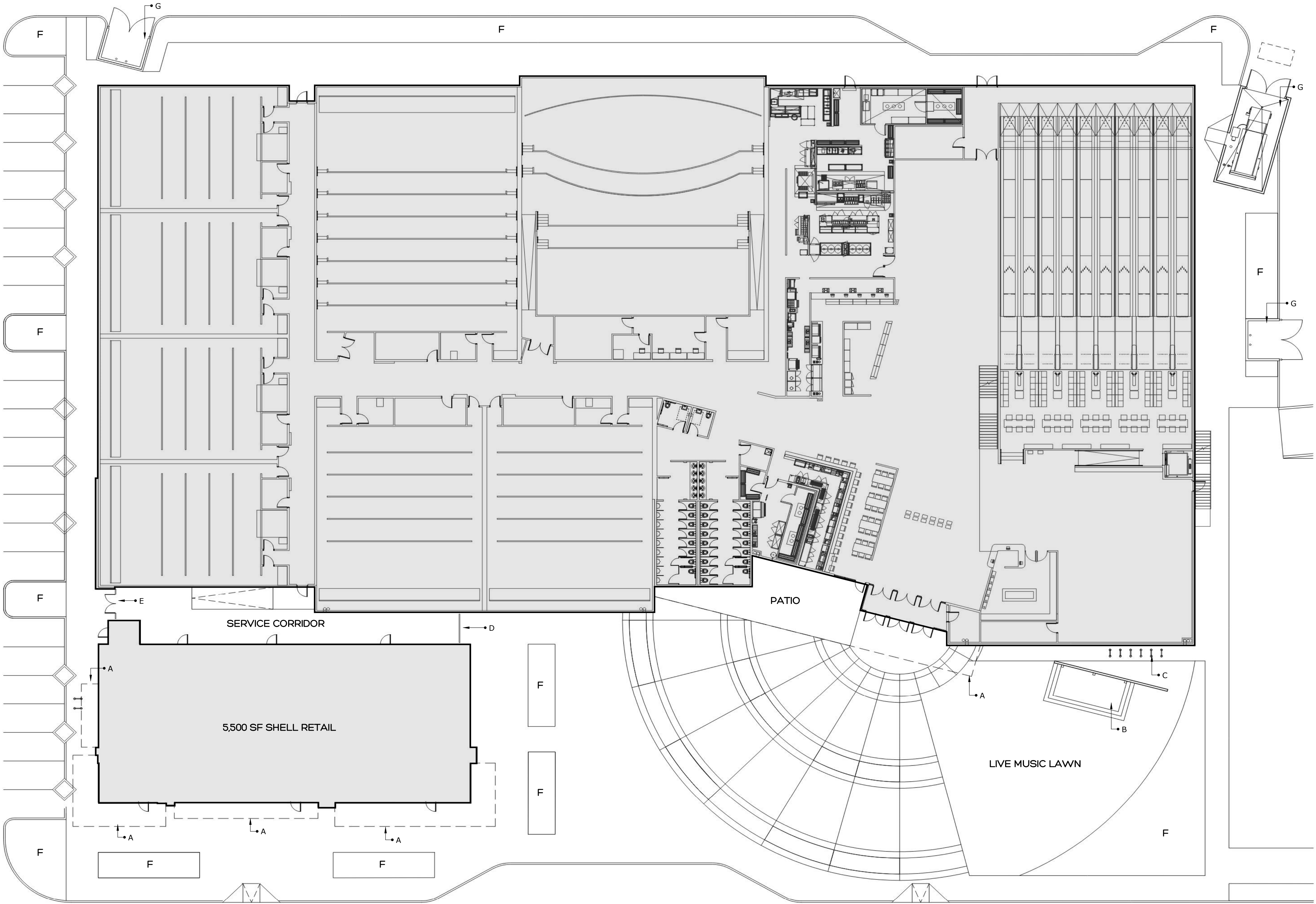
FINISH SCHEDULE

|    |                    |                                                 |
|----|--------------------|-------------------------------------------------|
| B1 | BUCKHORN TUMBLED   | BRICKIT THIN BRICK                              |
| M1 | BERRIDGE ALMOND    | PREFINISHED METAL COPING AT ALL WALLS           |
| M2 | BERRIDGE GALVALUME | ACRYLIC COATED METAL PANEL AT MAIN ENTRY CANOPY |
| P1 | SW ROMAN COLUMN    | INTEGRALLY COLORED EIFS W. MEDIUM TEXTURE       |
| P2 | SW FAMILIAR BEIGE  | INTEGRALLY COLORED EIFS W. MEDIUM TEXTURE       |
| P3 | SW ICED MOCHA      | INTEGRALLY COLORED EIFS W. MEDIUM TEXTURE       |
| P4 | SW STURDY BROWN    | INTEGRALLY COLORED EIFS W. MEDIUM TEXTURE       |
| P5 | SW REALLY TEAL     | INTEGRALLY COLORED EIFS W. MEDIUM TEXTURE       |

KEYNOTES

|   |                                                                                           |
|---|-------------------------------------------------------------------------------------------|
| A | INTERNALLY ILLUMINATED SIGNAGE                                                            |
| B | DIGITAL DISPLAY                                                                           |
| C | CUSTOM MURAL - FINAL IMAGE TO BE REFERENTIAL TO HUTTO                                     |
| D | LINEAR LED                                                                                |
| E | PREFABRICATED CANOPY STRUCTURE FOR LIVE MUSIC SPACE                                       |
| F | CLEAR ANODIZED ALUMINUM STOREFRONT WITH LOW-E GLAZING                                     |
| G | RED DASHED LINE INDICATES LOCATION OF ADJACENT RETAIL SPACE THAT BLOCKS VIEW OF ELEVATION |
| H | PREFINISHED METAL DOWNSPOUT                                                               |
| I | GREEN SCREEN                                                                              |
| J | LED WALL SCONCE                                                                           |
| K | LED STRIP WALL WASH LIGHT IN PREFINISHED METAL COVE                                       |





- KEYNOTES
- A DASHED LINE INDICATES EDGE OF CANOPY ABOVE
  - B LIVE MUSIC STAGE
  - C BIKE RACK
  - D ACCESS CONTROL SCREEN
  - E ACCESS GATE
  - F LANDSCAPE PER LANDSCAPE PLAN
  - G TRASH ENCLOSURE





















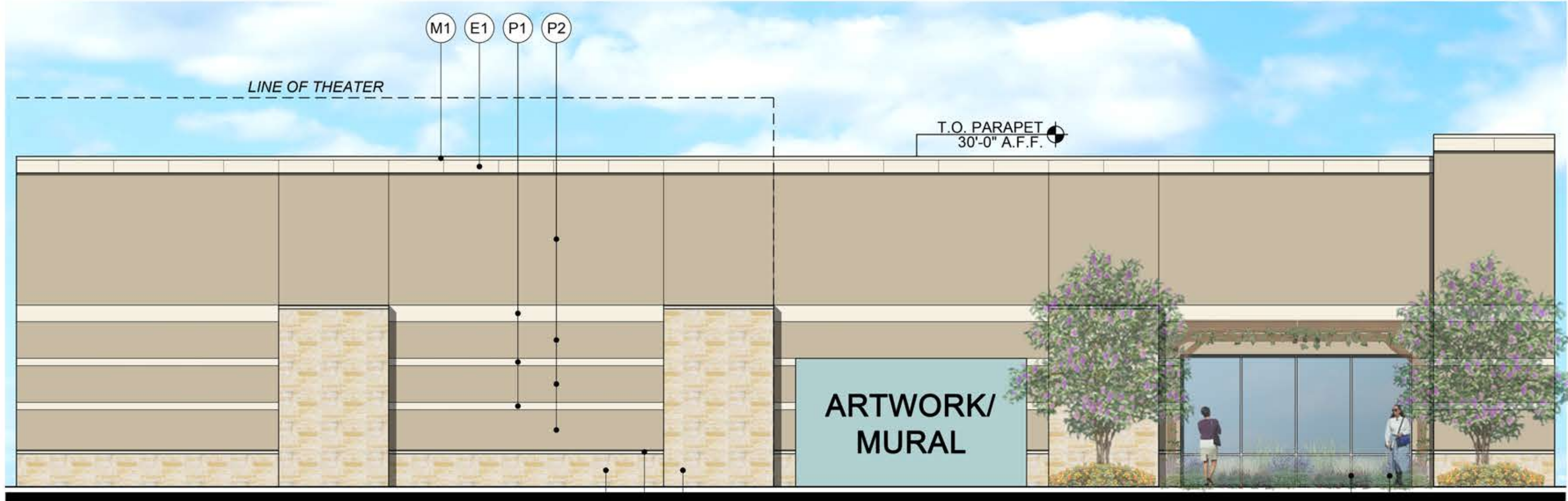




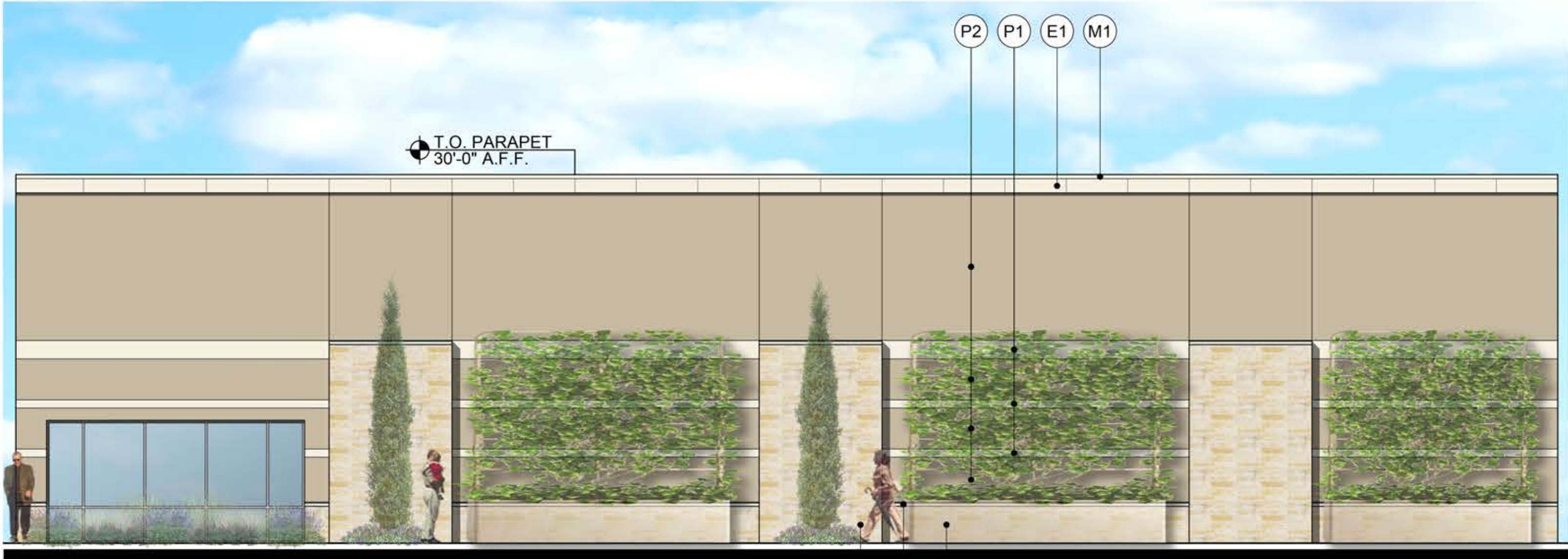




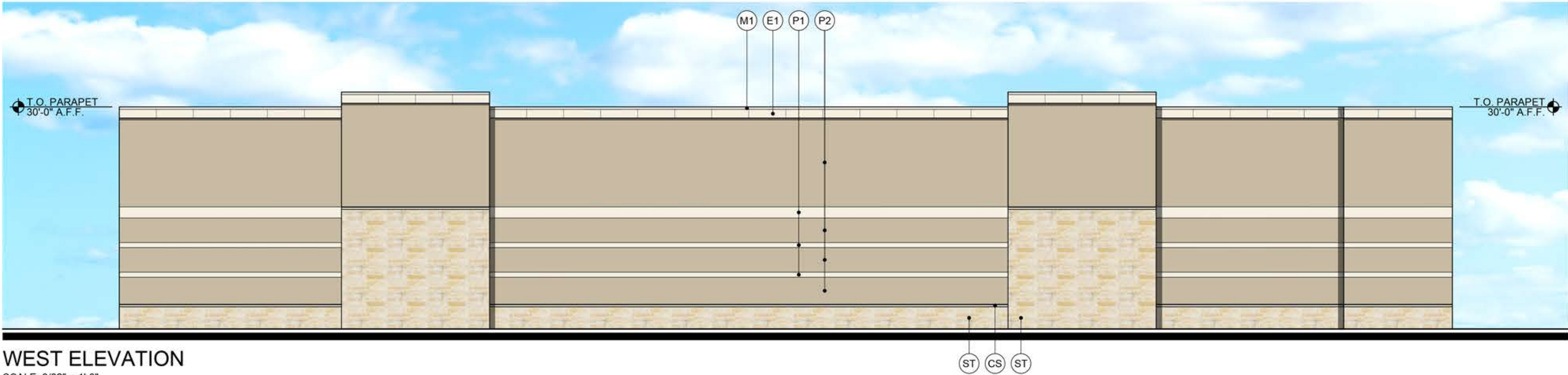
EAST ELEVATION  
SCALE: 1/8" = 1'-0"



SOUTH ELEVATION  
SCALE: 1/8" = 1'-0"



NORTH ELEVATION  
SCALE: 1/8" = 1'-0"



WEST ELEVATION  
SCALE: 3/32" = 1'-0"

FINISH SCHEDULE:

|                                                                             |                                                                 |                                                             |
|-----------------------------------------------------------------------------|-----------------------------------------------------------------|-------------------------------------------------------------|
| (CS) CAST STONE: Siteworks, Cream                                           | (E1) EIFS: Sherwin Williams, Roman Column, SW 7562              | (M1) PREFINISHED METAL: Berridge, Almond                    |
| (ST) STONE: Alamo Stone, Alamo Cream, Full Stone, Chop/Ashlar Stone Pattern | (P1) TEXTURED COATING: Sherwin Williams, Roman Column, SW 7562  | (M2) PREFINISHED METAL: Berridge, Acrylic-Coated Galvalume  |
| (SF) STOREFRONT: Clear Anodized Aluminum                                    | (P2) TEXTURED COATING: Sherwin Williams, Relaxed Khaki, SW 6149 | (M3) STANDING SEAM ROOF: Berridge, Acrylic-Coated Galvalume |
| (GL) GLAZING: PPG Solarban 70XL Low-E, Clear                                | (P3) PAINT: Sherwin Williams, Relaxed Khaki, SW 6149            | (M4) PREFINISHED METAL SHAPES: Berridge, Almond             |
| (T1) TILE: Thorntree, Cabane Shell, 8" x 48" Brick Patter                   | (P4) PAINT: Sherwin Williams, Essential Gray, SW 6002           |                                                             |

*TOWNWEST COMMONS*  
EL-07 064 08.16.23  
**BUILDING ELEVATIONS**  
NWC OF STATE HIGHWAY 79 & COUNTY ROAD 119  
HUTTO, TEXAS





FINISH SCHEDULE:

|                                                                             |                                                                 |                                                             |
|-----------------------------------------------------------------------------|-----------------------------------------------------------------|-------------------------------------------------------------|
| (CS) CAST STONE: Siteworks, Cream                                           | (E1) EIFS: Sherwin Williams, Roman Column, SW 7562              | (M1) PREFINISHED METAL: Berridge, Almond                    |
| (ST) STONE: Alamo Stone, Alamo Cream, Full Stone, Chop/Ashlar Stone Pattern | (P1) TEXTURED COATING: Sherwin Williams, Roman Column, SW 7562  | (M2) PREFINISHED METAL: Berridge, Acrylic-Coated Galvalume  |
| (SF) STOREFRONT: Clear Anodized Aluminum                                    | (P2) TEXTURED COATING: Sherwin Williams, Relaxed Khaki, SW 6149 | (M3) STANDING SEAM ROOF: Berridge, Acrylic-Coated Galvalume |
| (GL) GLAZING: PPG Solarban 70XL Low-E, Clear                                | (P3) PAINT: Sherwin Williams, Relaxed Khaki, SW 6149            | (M4) PREFINISHED METAL SHAPES: Berridge, Almond             |
|                                                                             | (P4) PAINT: Sherwin Williams, Essential Gray, SW 6002           |                                                             |

*TOWNWEST COMMONS*  
EL-01 064 005.108.23  
**RETAIL H-1 ELEVATIONS**  
NWC OF STATE HIGHWAY 79 & COUNTY ROAD 119  
HUTTO, TEXAS





WEST ELEVATION  
SCALE: 1/8" = 1'-0"



NORTH ELEVATION  
SCALE: 1/8" = 1'-0"



SOUTH ELEVATION  
SCALE: 1/8" = 1'-0"



EAST ELEVATION  
SCALE: 1/8" = 1'-0"

FINISH SCHEDULE:

- |                                                                             |                                                                 |                                                             |
|-----------------------------------------------------------------------------|-----------------------------------------------------------------|-------------------------------------------------------------|
| (CS) CAST STONE: Siteworks, Cream                                           | (E1) EIFS: Sherwin Williams, Roman Column, SW 7562              | (M1) PREFINISHED METAL: Berridge, Almond                    |
| (ST) STONE: Alamo Stone, Alamo Cream, Full Stone, Chop/Ashlar Stone Pattern | (P1) TEXTURED COATING: Sherwin Williams, Roman Column, SW 7562  | (M2) PREFINISHED METAL: Berridge, Acrylic-Coated Galvalume  |
| (SF) STOREFRONT: Clear Anodized Aluminum                                    | (P2) TEXTURED COATING: Sherwin Williams, Relaxed Khaki, SW 6149 | (M3) STANDING SEAM ROOF: Berridge, Acrylic-Coated Galvalume |
| (GL) GLAZING: PPG Solarban 70XL Low-E, Clear                                | (P3) PAINT: Sherwin Williams, Relaxed Khaki, SW 6149            | (M4) PREFINISHED METAL SHAPES: Berridge, Almond             |
|                                                                             | (P4) PAINT: Sherwin Williams, Essential Gray, SW 6002           |                                                             |

**TOWNWEST COMMONS**  
EL-03 064 08.02.23  
**RETAIL H-2 ELEVATIONS**  
NWC OF STATE HIGHWAY 79 & COUNTY ROAD 119  
HUTTO, TEXAS



## ELEVATION NOTES

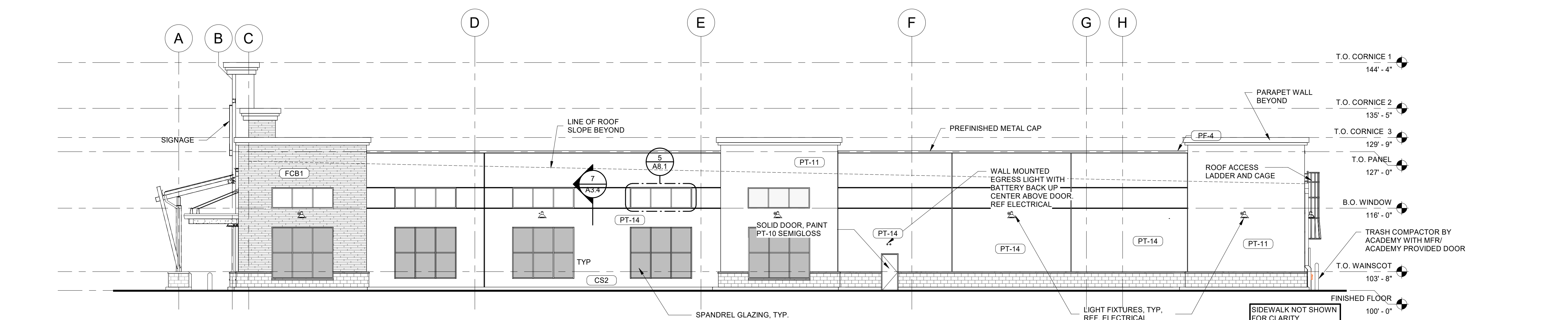
- 1 ALL EXPOSED EXTERIOR TILT-WALLS TO RECEIVE TEXTURED COATING, EXCEPT IN AREAS SCHEDULED TO RECEIVE OTHER FINISHES PER SPEC SECTION 099113 EXTERIOR PAINTING.
- 2 DO NOT APPLY TEXTURED COATING TO CAULK AT EXTERIOR TILT WALL PANEL JOINTS. JOINTS IS ALLOWED.
- 3 DO NOT APPLY TEXTURED COATING TO DOWNSPOUTS, GUTTERS, COLLECTOR OR DOWNSPOUT ACCESSORIES.
- 4 PAINT ALL DOWNSPOUTS, GUTTERS, COLLECTOR BOXES & ACCESSORIES AS NOTED
- 5 REFERENCE ROOM FINISH SCHEDULE AND FINISH SCHEDULE ON SHEET 40 FOR PAINT COLOR SPECIFIED BY "PT-X"
- 6 WALL MOUNTED FIXTURES SHOWN ON ARCH DWGS ARE SHOWN FOR MOUNTING HEIGHT INFORMATION ONLY. SEE ELECTRICAL DRAWINGS FOR QUANTITY AND LOCATION
- 7 PROVIDE FIRE DEPARTMENT KNOX BOX FOR ENTRY DOORS. COORDINATE WITH ARCHITECT AND FIRE DEPARTMENT MANAGER FOR LOCATION
- 8 ADDRESS LETTERING TO BE LOCATED ON THE FRONT ELEVATION WITH AT LEAS 12" HIGH LETTERS
- 9 REFERENCE SPECIFICATIONS FOR EIFS INFORMATION
- 10 REFERENCE FINISH LEGEND SHEET 40 FOR ALL FINISH FINISH SELECTIONS

### EXTERIOR MATERIAL LEGEND

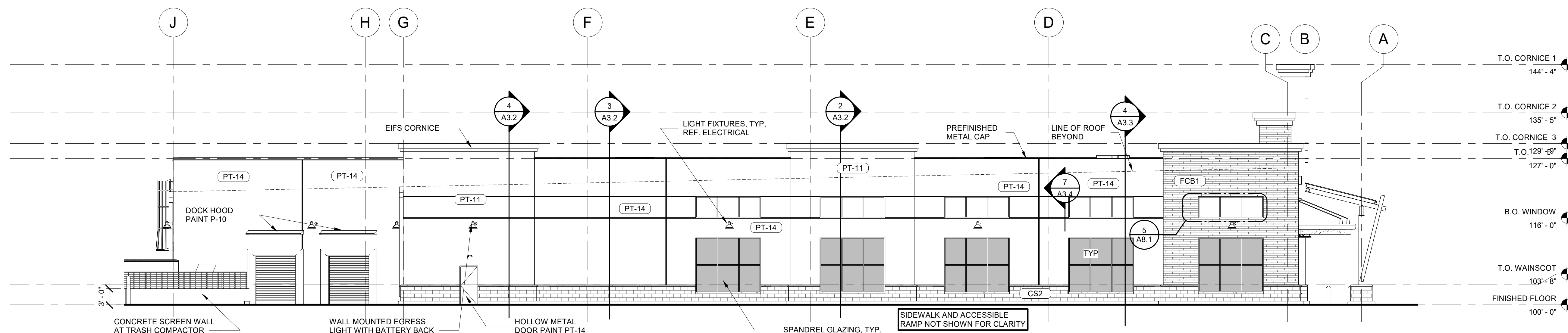
|       |                            |                 |
|-------|----------------------------|-----------------|
| PT-14 | SHERWIN WILLIAMS SW - 6149 | "RELAXED KHAKI" |
| PT-15 | SHERWIN WILLIAMS SW - 7562 | "ROMAN COLUMN"  |
| PT-10 | SHERWIN WILLIAMS SW - 7025 | "BACKDROP"      |
| CS2   | GROUND FACE BLOCK          | "ASH CHARCOAL"  |
| PF-4  | PREFINISHED METAL CAP      | "MATCH PT-10"   |
| PT-11 | SHERWIN WILLIAMS SW - 6096 | "Dark Brown"    |
| FCB1  | NICHIHA - ROUGHSAWN        | "TOBACCO"       |

REFERENCE FINISH SCHEDULE ON A7.0 FOR ADDITIONAL INFORMATION

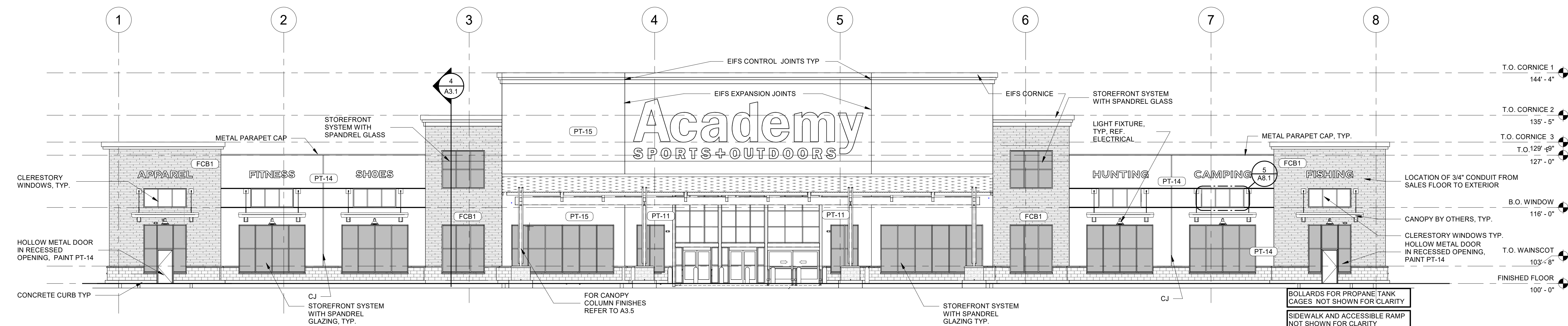
## 4 REAR ELEVATION

$$3/32'' = 1'-0'$$


### 3 RIGHT ELEVATION

$$3/32'' = 1'-0'$$


2 LEFT ELEVATION

$$3/32'' = 1'-0'$$


## 1 FRONT ELEVATION

$$3/32'' = 1'-0''$$





- PT-15 Sherwin Williams 'Roman Column' SW 7562
- PT-14 Sherwin Williams 'Relaxed Khaki' SW 6149
- PT-10 Sherwin Williams 'Backdrop' SW 7025
- PT-11 Sherwin Williams 'Jute Brown' SW 6096
- PT-18 Sherwin Williams 'Dark Brown' SW 7520
- CS2 Echelon -Trendstone 'Ash Charcoal' Ground-Face CMU
- Nichiha - Roughsawn 'Tobacco' Fiber Cement Panels



Academy Sports + Outdoors  
Hutto, TX

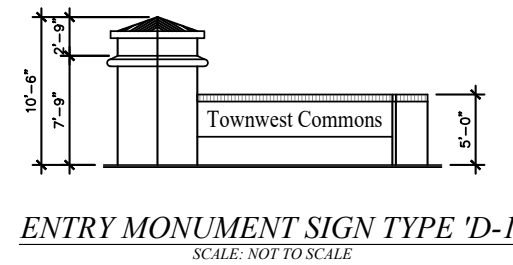
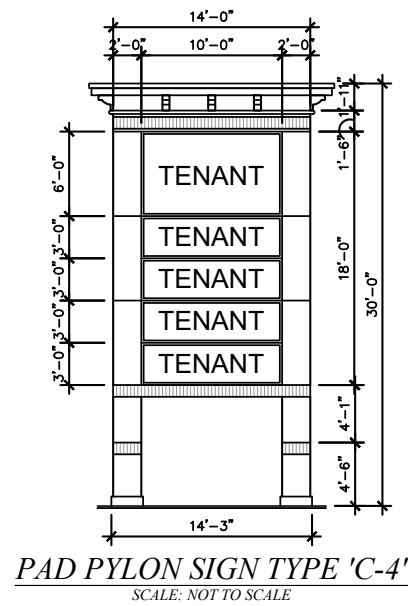
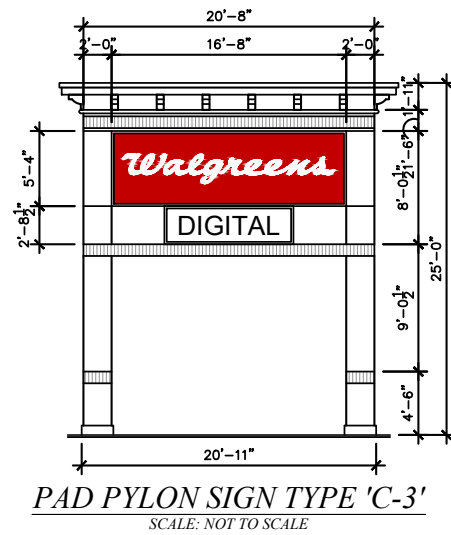
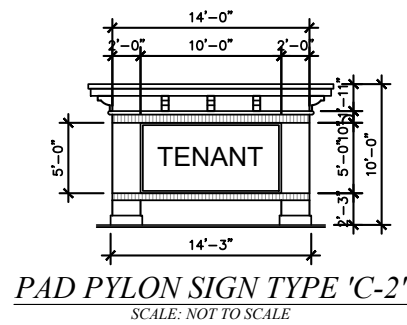
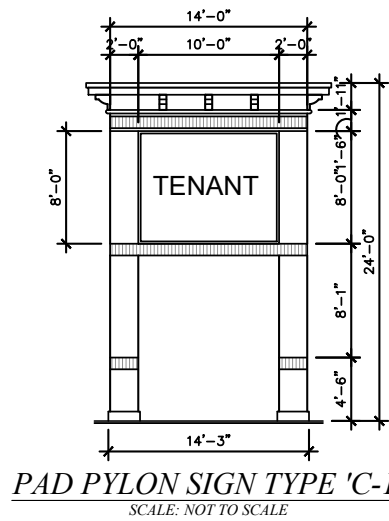
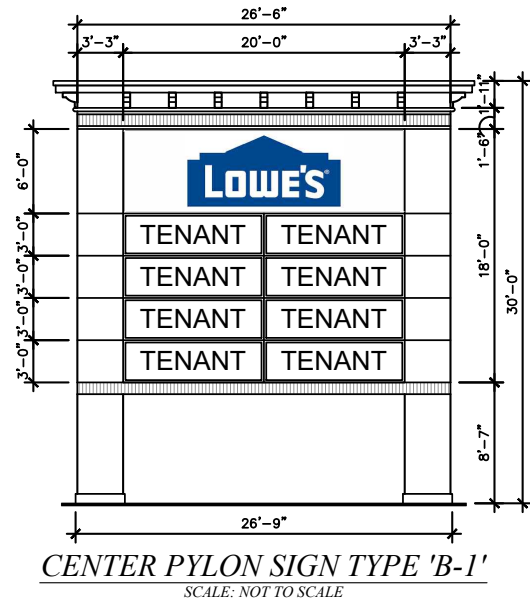
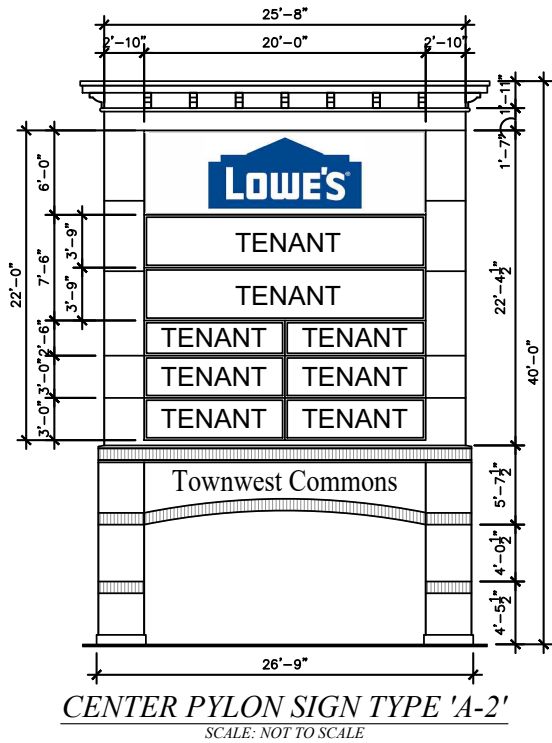
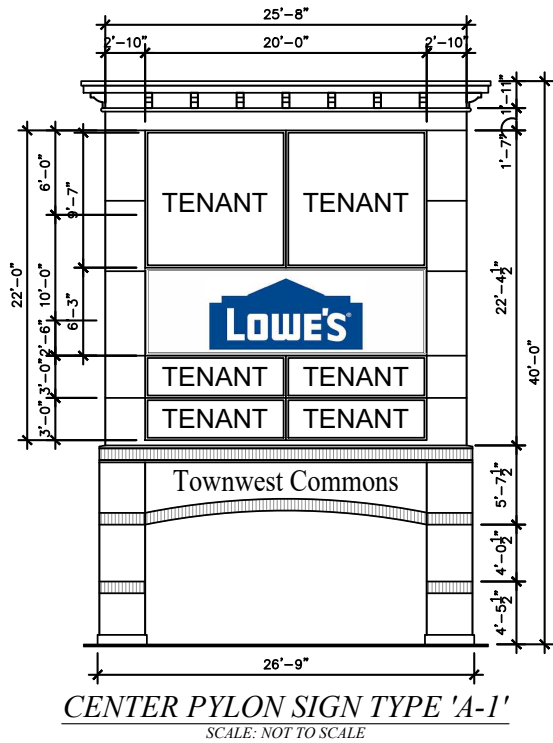
pb2 architecture  
+engineering

MAY 09, 2023









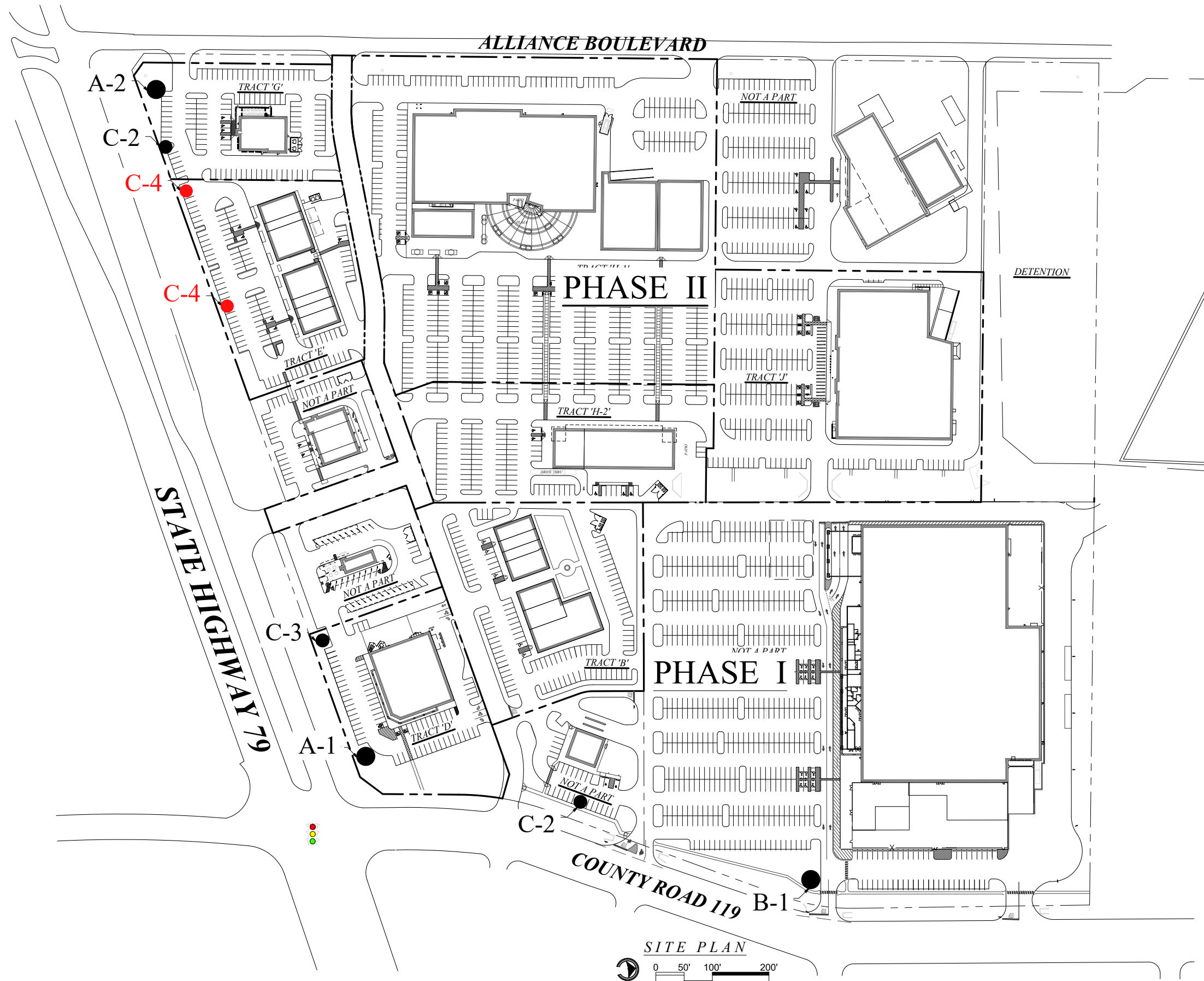
PROPOSED P.U.D.  
ADDITION

*SIGNAGE*

# *TOWNWEST COMMONS PUD*

*SIGN LAYOUT PLAN*

NWC OF STATE HIGHWAY 79 & COUNTY ROAD 119  
HUTTO, TEXAS



SITE PLAN  
 NORTH  
 0 50' 100' 200'  
**TOWNWEST COMMONS**  
SP-266\_230712 064 07.21.23

 PROPOSED SIGN LOCATION

SIGN MASTER PLAN  
 NWC OF STATE HIGHWAY 79 & COUNTY ROAD 119  
 HUTTO, TEXAS

# AGENDA ITEM REPORT

13.20.



**To:** City Council  
**Subject:** Consideration and possible action on approval of Ordinance No. O-2023-067 regarding Blanket Purchase Orders (Second Reading) (Anne LaMere)  
**Meeting:** Thursday, October 12, 2023  
**Department:** Finance /  
**Staff Contact:** Anne LaMere

## BACKGROUND INFORMATION:

The action allows the City Manager to sign routine blanket purchase orders for consumable goods and services (such as water/sewer services, electricity, chemicals, office supplies) that have been approved by the City Council in the Fiscal Year 2023-2024 Budget at expenditure levels over \$50,000.00, as listed in Exhibit A, of the Ordinance. All purchases will comply with applicable state laws and the provisions of the City of Hutto Procurement Policy and Procedures Manual.

## SUMMARY OF REQUEST:

Approval of Ordinance as presented

## STAFF REVIEW:

Staff recommends approval

## FISCAL NOTES:

Items have been provided for in the FY24 Budget. This action provides for efficient purchasing of items approved by the Council in the budget process. As requested by Council Member Thornton, the name of each fund has been added to the listing in Exhibit of the Resolution.

## ATTACHMENTS:

1. Hutto-Ordinance for Blanket Purchase Orders 092823

**ORDINANCE NO. O-2023-067**

**AN ORDINANCE OF THE CITY OF HUTTO, TEXAS,  
AUTHORIZING THE CITY MANAGER TO EXECUTE  
BLANKET PURCHASE ORDERS FOR ROUTINE  
CONSUMABLE GOODS AND SERVICES IN AMOUNTS  
NOT TO EXCEED THE AMOUNTS APPROVED BY THE  
CITY COUNCIL IN THE FISCAL YEAR 2023-2024  
BUDGET; PROVIDING PROPER NOTICE & MEETING,  
AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Hutto, Texas (“City”) has need to purchase routine consumable goods and services that have been approved by the City Council in the Fiscal Year 2023-2024 Budget at expenditure levels over \$50,000.00, as listed in Exhibit A, a copy of which is attached to this Ordinance and incorporated fully by reference; and

**WHEREAS**, these types of routine consumable goods and services are normally purchased using Blanket Purchase Orders, as defined in this Ordinance; and

**WHEREAS**, the term “Blanket Purchase Order” means a contractual agreement between the City and a vendor that allows for a series of recurring, frequent, or small purchases by City departments under a single contractual agreement, without continuously repeating the bidding process, and is associated with routine consumable goods and services such as copier leases, mowing services, office supplies, and other recurring purchases of specific goods or services for which the quantity or frequency of delivery cannot be fully determined at the time that the agreement is entered into, but for which the City and a vendor may agree to certain consistent terms for the delivery, including prices; and

**WHEREAS**, such Blanket Purchase Orders must comply with applicable state laws requiring competitive bids or authorizing alternative procurement methods, and the provisions of the City of Hutto Procurement Policy and Procedures Manual adopted by the City on November 3, 2022, as may be amended; and

**WHEREAS**, pursuant to Section 4.01(e) of the Hutto City Charter, the City Council may by ordinance set a maximum amount for which the City Manager shall be authorized to execute contracts and/or to expend funds for budgeted items, provided that all contracts and expenditures must comply with applicable state laws requiring competitive bids or authorizing alternative procurement methods; and

**WHEREAS**, the City Council desires to delegate authority to the City Manager to execute Blanket Purchase Orders for routine consumable goods and services in amounts greater than \$50,000.00 but not to exceed the maximum amount for which such goods and services were approved by the City Council in the Fiscal Year 2023-2024 Budget, as listed in Exhibit A, subject to the guidelines established in this Ordinance.

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



**Section 1:** The findings set forth in the recitals of this Ordinance 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 Ordinance as if fully set forth herein.

**Section 2:** The City Council hereby delegates authority to the City Manager to execute Blanket Purchase Orders for routine consumable goods and services in amounts greater than \$50,000.00 but not to exceed the maximum amount for which such goods and services were approved by the City Council in the Fiscal Year 2023-2024 Budget, as listed in Exhibit A, subject to the following guidelines:

- (a) Blanket Purchase Orders must comply with applicable state laws requiring competitive bids or authorizing alternative procurement methods, and the provisions of the City of Hutto Procurement Policy and Procedures Manual adopted by the City on November 3, 2022, as may be amended.
- (b) Blanket Purchase Orders must be for Department-specific expenditures.
- (c) Departments using Blanket Purchase Orders must establish a system for documenting the purchases made under the Blanket Purchase Order and ensure that the amount purchased under the Blanket Purchase Order does not exceed the maximum amount for which such goods and services were approved by the City Council in the Budget.
- (d) Departments must inform the vendor of the intent to use a Blanket Purchase Order when requesting a quote for goods or services, and that the pricing will be held for the term of the Blanket Purchase Order.
- (e) Blanket Purchase Orders must include contract language specifying that the pricing will be held for the term of the contract period, such as “There shall be no price increases during this contract period.”
- (f) Blanket Purchase Orders cannot be extended beyond the current Fiscal Year and must include contract language specifying the contract period, such as: “Contract period is from date of order through August 31, 2023.”
- (g) Funds for expenditures under a Blanket Purchase Order must be encumbered based on a reliable estimate of the amount to be purchased under the Blanket Purchase Order within the Fiscal Year, and the Blanket Purchase Order may include, if appropriate, language regarding the estimated quantities, such as “This order is for an estimate of quantities/usage/services only, and no maximum or minimum quantity is guaranteed.”
- (h) Blanket Purchase Orders shall not be used for equipment leases or maintenance agreements, because such agreements must define the quantity and frequency of delivery at the inception of the agreement.

**Section 3:** The City Manager shall include in the monthly financial statements presented to the City Council a list of all Blanket Purchase Orders approved by the City Manager for Fiscal Year 2023-2024 pursuant to the authority delegated under this Ordinance.

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

**Section 5:** Pursuant to Section 3.13 of the Hutto City Charter, the Council determined that the first reading of this ordinance is sufficient for adequate consideration by an affirmative vote of four or more members of the City Council during the first reading and the requirement for reading this Ordinance on two separate dates with was dispensed with by the affirmative vote of four or more members of the City council; therefore, this Ordinance is adopted and enacted without further readings. In the event a second reading is necessary, this Ordinance is adopted and enacted upon the affirmative vote of four or more members of the City Council upon second reading.

**Section 6.** This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Hutto and the laws of the State of Texas.

**READ and APPROVED** on the first reading this the **28th** day of **September 2023**.

By motion duly made, seconded and passed with an affirmative vote of all the Councilmembers present, the requirement for reading this ordinance on two separate dates was dispensed with.

**THE CITY OF HUTTO, TEXAS**

\_\_\_\_\_  
Mike Snyder, Mayor

**ATTEST:**

\_\_\_\_\_  
Angela Lewis, City Secretary

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Dorothy Palumbo, City Attorney

## Exhibit A

| City of Hutto, TX                                                                   |                           |                 |                              |                                         |                  |
|-------------------------------------------------------------------------------------|---------------------------|-----------------|------------------------------|-----------------------------------------|------------------|
| Consumables Goods and Services --Blanket Purchase Orders Included in the the Budget |                           |                 |                              |                                         |                  |
| FY 2023-2024 Budget                                                                 |                           |                 |                              |                                         |                  |
| Department                                                                          | Fund                      | Account         | Supplier                     | Description                             | Budgeted Dollars |
| Information Technology                                                              | General Fund              | 10-060-030-6413 | Various                      | Phone Services                          | 134,000          |
| Information Technology                                                              | General Fund              | 10-060-030-6413 | Various                      | Internet Services                       | 127,000          |
| Information Technology                                                              | General Fund              | 10-060-030-6413 | Various                      | Managed IT Services                     | 85,000           |
| Various                                                                             | General Fund/Utility Fund | Various         | Tyler Technology             | Incode ERP                              | 147,000          |
| Information Technology                                                              | General Fund/Utility Fund | Various         | Various                      | Software Licensing and Maintenance      | 369,713          |
| Information Technology                                                              | General Fund/Utility Fund | Various         | Various                      | Computer Equipment/Software             | 191,175          |
| Various                                                                             | General Fund/Utility Fund | Various         | Various                      | Office Supplies                         | 236,242          |
| Various                                                                             | General Fund/Utility Fund | Various         | United States Postal Service | Postage                                 | 63,717           |
| Various                                                                             | General Fund/Utility Fund | Various         | WEX                          | Gasoline                                | 246,811          |
| Various                                                                             | General Fund/Utility Fund | Various         | Enterprise Leasing           | Fleet Vehicles                          | 417,710          |
| Non-Departmental                                                                    | General Fund/Utility Fund | Various         | Various                      | Utilities                               | 170,000          |
| City Council                                                                        | General Fund              | 10-010-002-6561 | Various                      | Contributions to Civic Programs         | 187,000          |
| City Council                                                                        | General Fund              | 10-010-002-6562 | Various                      | Economic Development Agreement          | 200,000          |
| City Council                                                                        | General Fund              | 10-010-002-6606 | Various                      | WCCHD                                   | 86,139           |
| Finance                                                                             | General Fund              | 10-020-001-6443 | WCAD                         | WCAD Appraisal                          | 107,966          |
| Police                                                                              | General Fund              | 10-050-001-6206 | Galls                        | Uniforms                                | 119,100          |
| Police                                                                              | General Fund              | 10-050-001-6213 | Motorola                     | Communication Equipment                 | 114,000          |
| Police                                                                              | General Fund              | 10-050-001-6291 | GT Distributors              | Ammunition                              | 55,000           |
| Police                                                                              | General Fund              | 10-050-001-6412 | Various                      | Software Licensing and Maintenance      | 138,015          |
| Police                                                                              | General Fund              | 10-050-001-6413 | Various                      | Communication Services                  | 403,000          |
| Police                                                                              | General Fund              | 10-050-001-6603 | Various                      | Machinery & Equipment                   | 199,428          |
| City Secretary                                                                      | General Fund              | 10-060-003-6412 | Various                      | Software Licensing and Maintenance      | 51,500           |
| Communications                                                                      | General Fund              | 10-060-007-6412 | Various                      | Software Licensing and Maintenance      | 61,759           |
| Community Outreach                                                                  | General Fund              | 10-060-025-6204 | Various                      | Special Events                          | 317,000          |
| Community Outreach                                                                  | General Fund              | 10-060-025-6405 | Various                      | Professional Services                   | 95,000           |
| Parks and Recreation                                                                | General Fund              | 10-090-039-6521 | Various                      | Utilities                               | 55,000           |
| Fleet Maintenance                                                                   | General Fund              | 10-090-050-6304 | Various                      | Vehicle Repair and Maintenance          | 59,350           |
| Facilities Maintenance                                                              | General Fund              | 10-090-051-6301 | Various                      | Building Repair and Maintenance         | 497,000          |
| Facilities Maintenance                                                              | General Fund              | 10-090-051-6301 | Various                      | Janitorial Services                     | 85,050           |
| Facilities Maintenance                                                              | General Fund              | 10-090-051-6301 | Various                      | Facilities Generators                   | 198,850          |
| Legal                                                                               | General Fund              | 10-010-003-6401 | Bojorquez Law Firm           | Attorney Services                       | 445,000          |
| Utility Billing                                                                     | Utility Fund              | 50-020-010-6216 | SecureVision of America      | AMI Water Meters                        | 162,750          |
| Utility Billing                                                                     | Utility Fund              | 50-020-010-6207 | Republic Meters              | AMI Endpoints                           | 78,750           |
| Utility Billing                                                                     | Utility Fund              | 50-020-010-6412 | Various                      | Utility Billing Printing                | 192,000          |
| Utilities                                                                           | Utility Fund              | 50-040-058-6452 | Manville                     | Water                                   | 600,000          |
| Utilities                                                                           | Utility Fund              | 50-040-058-6451 | Taylor                       | Water                                   | 540,000          |
| Utilities                                                                           | Utility Fund              | 50-040-058-6458 | Various                      | Water Reservation                       | 2,157,940        |
| Utilities                                                                           | Utility Fund              | 50-040-058-6312 | Various                      | Line Repairs and Maintenance            | 181,250          |
| Utilities                                                                           | Utility Fund              | 50-040-058-6313 | Various                      | Water Pumps, Motor &Control Maint       | 200,000          |
| Utilities                                                                           | Utility Fund              | 50-040-058-6314 | Various                      | Utility Facilities Maint                | 220,000          |
| Utilities                                                                           | Utility Fund              | 50-040-058-6315 | Various                      | Wastewater Pumps Motors & Control Maint | 400,000          |
| Utilities                                                                           | Utility Fund              | 50-040-058-6412 | Various                      | Software Licensing and Maintenance      | 45,000           |
| Utilities                                                                           | Utility Fund              | 50-040-058-6454 | Various                      | Water Lease Payments                    | 185,000          |
| Utilities                                                                           | Utility Fund              | 50-040-058-6456 | Brazos River Authority       | Brazos River Authority Contract         | 2,339,900        |
| Utilities                                                                           | Utility Fund              | 50-040-058-6521 | Various                      | Utilities                               | 375,000          |
| Utilities                                                                           | Utility Fund              | 50-040-058-6661 | Various                      | Water Distribution Facility & Equipment | 180,000          |
| Utilities                                                                           | Utility Fund              | 50-100-000-6401 | Bojorquez Law Firm           | Attorney Services                       | 90,000           |
| Utilities                                                                           | Utility Fund              | 50-040-058-6232 | Various                      | Chemicals                               | 200,000          |
| Solid Waste                                                                         | Solid Waste Fund          | 70-080-010-6461 | A. L. Clawson                | Solid Waste                             | 2,543,745        |
| Solid Waste                                                                         | Solid Waste Fund          | 70-080-010-6461 | Various                      | Tree Removal Services                   | 200,000          |
| PIDs                                                                                | PID Funds                 | Various         | P3 Works                     | PID Administration Costs                | 232,515          |