City of Hutto

Agenda

City Council Meeting
Thursday, December 7, 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

1. **CALL SESSION TO ORDER**
2. **ROLL CALL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE**
5. **PROCLAMATION**
   - 5.1. Senior Access 30 Years Proclamation
   - 5.2. Richard A. Oman American Legion Post 302 of Hutto - 15th Anniversary of Charter
   - 5.3. Human Rights Proclamation (Accounting and Compliance HUB)
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 PRIOR to 4:00 pm on December 7, 2023. The email must include name, address, phone # and email to be recognized properly. Written comments will be provided to Council.
8. **PRESENTATIONS**
   - 8.1. Monthly Capital Improvement Project Update (Matt Rector)
9. **PUBLIC HEARINGS AND RELATED ACTION**
   - 9.1. Consideration and possible action on Resolution No. R-2023-327 approving the municipal services agreement for the proposed annexation of the Meadow Brook tract, 87.8 acres, more or less, of land, located off FM1660S (Ashley Bailey)
   - 9.2. Conduct a public hearing and consider possible action on Ordinance No. O-2023-080 approving the Annexation of the Meadow Brook Tract, 87.8 acres, more or less, of land, and to Establish the Base Zoning as Single Family (SF-2) and Commercial (B-2) located off FM1660S (First Reading) (Ashley

Bailey)

9.3. Conduct a public hearing and consider possible action on Ordinance No. O-2023-081 for the Planned Unit Development (PUD) request for the property known as Meadow Brook Planned Unit Development (PUD), 87.8 acres, more or less, of land, located off FM1660S (First Reading) (Ashley Bailey)

9.4. Conduct a public hearing and consider possible action on Ordinance No. O-2023-082 for Durango Farms Planned Unit Development (PUD) zoning ordinance amendment to add Section 3.10 Riparian Setback (First Reading) (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. ORDINANCES

11.1. Consideration and possible action on Ordinance No. O-2023-078 approving a Project and Financing plan for Hutto Megasite Tax Increment Reinvestment Zone Number Three, City of Hutto, Texas, established pursuant to Chapter 311 of the Texas Tax Code (Cheney Gamboa)

12. RESOLUTIONS

12.1. Consideration and possible action on Resolution No. R-2023-320 agreeing to certain requirements of a watersmart funding opportunity for water reclamation and reuse projects and supporting the application to the Bureau of Reclamation for CIP projects WW05-2023 and WW06-2023 (Matt Rector)

12.2. Consideration and possible action on Resolution No. R-2023-326 authorizing the City Manager to execute an Interlocal Agreement between the City of Hutto and Hutto Independent School District for the land and site development standards and procedures for the construction of HISD educational facilities (Mayor Mike Snyder)

13. CONSENT AGENDA ITEMS

13.1. Consideration and possible action on Resolution No. R-2023-289 approving an agreement for Athletic Field Lighting at Mager Fields with Musco Sports Lighting, LLC, in an amount not to exceed $299,300 through BuyBoard Contract No. 677-22; and authorizing the City Manager to execute the Agreement (Jeff White)

13.2. Consideration and possible action on Resolution No. R-2023-324 authorizing the City Manager to execute an Individual Project Order (IPO) with Garver in the amount of $124,525 for the Enclave Lift Station Improvements project funded from the Public Works Operations and Maintenance budget (Matt Rector)

13.3. Consideration and possible action on Resolution No. R-2023-321 regarding amendment No. 2 to the K Friese Contract in the amount of $80,505 for the Megasite East/West Spine road project (CIP T08-2023) (Matt Rector)

13.4. Consideration and Consideration and possible action on Resolution No. R-2023-325 authorizing the City Manager to execute an Individual Project Order (IPO) with Surveying And Mapping, Inc. in the amount of $30,364.48 for the Innovation at Limmer Loop Traffic Signal project (T13-2024) (Matt Rector)

13.5. Consideration and possible action to approve Resolution No. R-2023-305, approving the advance funding agreement with TxDOT for an on-system improvement project for

an overpass on US 79 at CR 132 (T07-2023) and authorizing the City Manager to execute the agreement on behalf of the City of Hutto (Matt Rector)

13.6. Consideration and possible action on Resolution R-2023-322 to assign the City of Hutto contract with K Friese for the design and construction services of the Spine Road to the Hutto Economic Development Corporation (Cheney Gamboa)

13.7. Consideration and possible action on Ordinance No. O-2023-075 amending Chapter 18, Streets and Public Places, Article 18.03 to provide for construction requirements, insurance, bonding, enforcement and penalties; repealing ordinance in conflict and providing for an effective date (Second Reading) (Legal)

13.8. Consideration and possible action on Resolution No. R-2023-323 approving the Public Right of Way Permitting and Construction Manual (Matt Rector)

13.9. Consideration and possible action on Ordinance No. O-2023-079 amending the Fee Schedule of the City of Hutto, Appendix A, of the Hutto Code of Ordinances to add Section A1.010 to include a schedule of fees and charges for use of the Public Right-of-Way (First Reading) (David Amsler)

13.10. Consideration and possible action on Resolution No. R-2023-328 regarding amendment No. 2 to the K Friese Contract for the Megasite Wastewater Lines project (CIP WW07-2023) (Matt Rector)

13.11. Consideration and possible action on Resolution No. R-2023-331 authorizing the City Manager to execute a temporary construction and permanent access easement to A-S 64 CR 119-HWY 79, L.P., a Texas limited partnership in substantially the same form as Attachment "A" with the form to be approved by the City Attorney (Matt Rector)

13.12. Consideration and possible action on Resolution No. R-2023-329 authorizing the City Manager to execute Right-of-Way License agreements for use of the City's Public Right-of-Way as allowed by Article 18.03 of the Hutto Code of Ordinances (Legal)

13.13. Consideration and possible action on approving Resolution No. R-2023-304 authorizing the City Manager to execute a Facilities Interlocal Agreement between the City of Hutto and Hutto Independent School District (Jeff White)

13.14. Consideration and possible action on sunsetting of Emergency Preparedness Task Force whose terms expired in June 30, 2023 (City Council)

13.15. Consideration and possible action on approving the November 16 Work Session and City Council meeting minutes (Angela Lewis)

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 the Petition of HWY 3349, LLC, pursuant to the provisions of Senate Bill No. 2038, establishing Sections 42.101 through 42.105 of the Texas Local Government Code, for the release from the City's Extraterritorial Jurisdiction ("ETJ") of 384.249 acres of land, (the "Petition"), with the lawsuit filed by Grand Prairie, Texas declaring Senate Bill No. 2028 unconstitutional and contrary to

law and adding the Petition to the engagement agreement with Messer Fort Law Firm, PLLC.

14.2. Deliberate and seek legal advice pursuant to Texas Government Code Section 551.071 (Attorney Consultation), regarding the notice of default from Titan Mega Land Investors, LLC sent to the Hutto Economic Development Corporation

14.3. Receive legal advice pursuant to Texas Government Code Section 551.071 (Consultation with Attorney) relating to demand of December 1, 2023, for approval of the Alta Ed Schmidt preliminary plat.

14.4. Receive legal advice pursuant to Texas Government Code Section 551.071 (Consultation with Attorney) including but not limited to notice of 3-M Class Action PFAS Settlement; *In Re: Aqueous Film-Forming Foams Products Liability Litigation* (MDL No. 2: 18-mn-2873-RMG D.S.C.) (*City of Camden, et al., v. 3M Company*, No. 2:23-cv-03147-RMG (D.S.C.) ("Litigation").

14.5. Receive legal advice pursuant to Texas Government Code Section 551.071 (Attorney Consultation), to seek legal advice regarding: Spine Road Construction Project; including but not limited to an amendment to the Funding and Refunding Agreement between the Hutto Economic Development Corporation, Type B, ("HEDC"), and the City of Hutto, dated January 26, 2023 to provide for design and construction services documents for the Megasite Spine Road; an assignment of the K. Friese & Associates, Inc. contract documents for the Megasite Spine Road; and to include HEDC as a Third-Party Beneficiary

14.6. 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 December 7, 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 December 4, 2023 before 6:00 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 or call (512) 759-4033 for assistance.

A PROCLAMATION RECOGNIZING THE 30TH ANNIVERSARY OF SENIOR ACCESS

WHEREAS, Senior Access has been a vital organization in our community for the past 30 years, providing transportation services to our senior citizens, enabling them to maintain their independence and avoid isolation; And

WHEREAS, In November 1993, a group of Round Rock residents saw a need and created the first Board of Directors and Articles of Incorporation; And

WHEREAS, Ten years ago in 2013, Senior Access was serving the City of Round Rock and City of Pflugerville residents; And

WHEREAS, Senior Access's leadership decided to expand to Hutto when it was determined that many of their shared borders had Seniors in Hutto that needed help with transportation; And

WHEREAS, Senior Access officially started services in Hutto in 2013. providing medical rides and van services to all Hutto seniors 60 and over; And

WHEREAS, The dedicated team at Senior Access has tirelessly worked to create a safe and reliable transportation network, offering seniors a lifeline to the outside world, fostering connections, and reducing feelings of loneliness and seclusion; And

NOW, THEREFORE, we, the City Council of the City of Hutto, do herby proclaim December 2023 as:

The 30th Anniversary of Senior Access

and encourage all Hutto residents to research and utilize this invaluable resource for themselves, or their loved ones in the area.

CITY OF HUTTO, TEXAS

_____

Mike Snyder, Mayor

A PROCLAMATION RECOGNIZING THE UNIVERSAL DECLARATION OF HUMAN RIGHTS

WHEREAS, the Universal Declaration of Human Rights (UDHR) stands as a monumental document in the annals of human rights history, representing a collaborative effort by representatives with diverse legal and cultural backgrounds from every corner of the globe; and

WHEREAS, this historic Declaration was proclaimed by the United Nations General Assembly in Paris on 10 December 1948, as a shared standard of accomplishments for all peoples and nations, embodied in General Assembly resolution 217 A; and

WHEREAS, the UDHR, translated into over 500 languages, articulates fundamental human rights to be universally safeguarded, marking the first instance in history where such rights were comprehensively delineated; and

WHEREAS, the UDHR has served as a source of inspiration, laying the foundation for the adoption of more than seventy human rights treaties, each finding a permanent place in the global and regional levels, with explicit references to the UDHR in their preambles; and

WHEREAS, recognizing the enduring significance of the UDHR in promoting dignity, equality, and justice for all individuals worldwide, the City of Hutto, in Central Texas, reaffirms its commitment to the principles enshrined in the Universal Declaration of Human Rights, valuing the inherent dignity and equal and inalienable rights of all members of the human family; and

NOW, THEREFORE, we, the City Council of the City of Hutto, do herby proclaim December 10, 2023 as:

The 75th Anniversary of the Universal Declaration of Human Rights

and encourage awareness and understanding of the UDHR within our community, to help foster a culture of respect, tolerance, and human rights for all.

CITY OF HUTTO, TEXAS

_____

Mike Snyder, Mayor

AGENDA ITEM REPORT
9.1.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2023-327 approving the municipal services agreement for the proposed annexation of the Meadow Brook tract, 87.8 acres, more or less, of land, located off FM1660S (Ashley Bailey)
Meeting:	Thursday, December 7, 2023
Department:	Development Services /
Staff Contact:	Ashley Bailey

BACKGROUND INFORMATION:

In a separate, related agenda item during this meeting, the City Council will hold a public hearing and consider possible action on a voluntary annexation request for the Meadow Brook Tract, 87.3 Acres, more or less, located along FM1660S.

Under Section 43.0672 of the Texas Local Government Code, for the City to elect to annex the Property, the City and the owners of the land must first negotiate and enter into a municipal services agreement for provision of services in the area to be annexed.

This agenda item is for consideration and possible action to approve such a municipal services agreement. The agreement lists each service the City will provide on the effective date of the annexation and includes a schedule for services that will not be initially provided on the effective date of the annexation. In this instance, water and sewer services will be provided following the schedule and terms and conditions set forth in the Service Extension Request.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

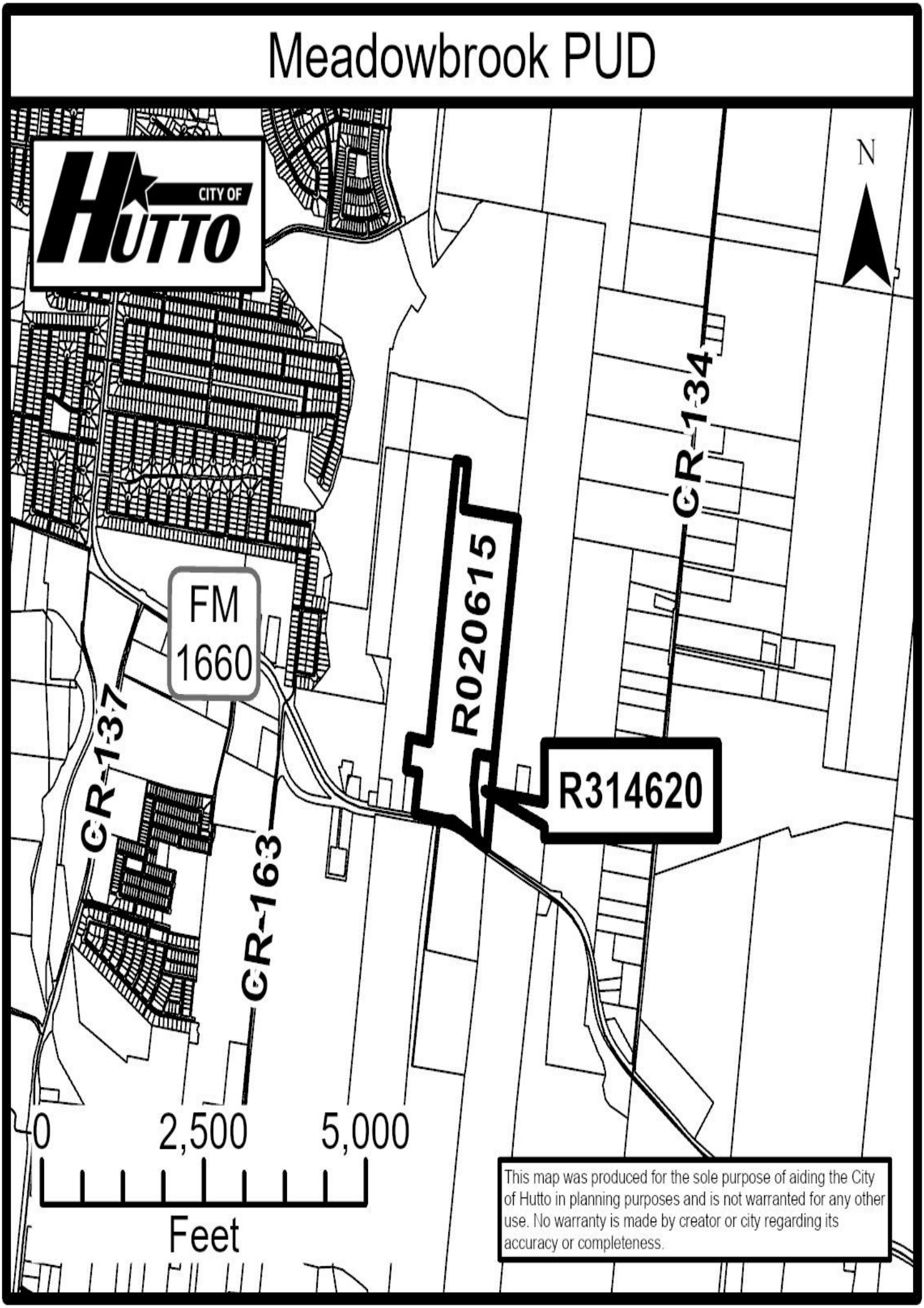
No fiscal impact from conducting public hearing. Annexation will allow assessment and collection of taxes and fees.

ATTACHMENTS:

1. Location Map
2. Municipal Service Agreement Meadow Brook

AGENDA ITEM REPORT
9.1.

Meadowbrook PUD



RESOLUTION NO. R-2023-327

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING A MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF HUTTO, TEXAS, AND MB HUTTO, LLC REGARDING THE PROPOSED ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF HUTTO, TEXAS, TO WIT: 87.834 ACRES, MORE OR LESS, OF LAND DESCRIBED IN EXHIBIT "A", ALL OF SAID PROPERTY BEING SITUATED IN WILLIAMSON COUNTY, TEXAS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING PROPER NOTICE & MEETING, AND AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Texas ("City"), is a duly constituted home-rule municipality and, as such, is authorized to annex territory subject to the laws of the State of Texas and subject to its Charter; and

WHEREAS, the MB Hutto, LLC (the "Developer") the owners of the tracts of land containing 87.834 acres, more or less, of land in the extraterritorial jurisdiction ("ETJ") of the City, being out of the James Hickman Survey, Abstract No. 291 in Williamson County, Texas (the "Property"), and being more particularly described in **Exhibit "A"** attached hereto and made part hereof by reference for all purposes, have petitioned the City Council in writing to annex the Property; and

WHEREAS, pursuant to Section 43.0672, Texas Local Government Code, for the City to elect to annex the Property, the City and the owners of the land must first negotiate and enter into a municipal services agreement for provision of services in the area to be annexed, and such agreement must list each service the City will provide on the effective date of the annexation and include a schedule that includes the period within which the City will provide each service that is not provided on the effective date of the annexation; and

WHEREAS, the City and the owners have negotiated such a municipal services agreement and the City Council desires to authorize the City Manager to execute the municipal services agreement with the owners of the Property ("Agreement"), a copy of which is attached as **Exhibit "B"**.

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, a copy of same being attached hereto as **Exhibit "B"** 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 ___ day of _____, 2023.

_____
Mike Snyder, Mayor

ATTEST:

_____
Angela Lewis, City Secretary

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

87.834 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 87.834 ACRES (APPROXIMATELY 3,826,046 SQ. FT.) IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 4.23 ACRE TRACT (TRACT 1), ALL OF A 45.77 ACRE TRACT (TRACT 2), ALL OF A 34.17 ACRE TRACT (TRACT 3) AND ALL OF A 3.735 ACRE TRACT (TRACT 4) CONVEYED TO SWINDOLL INVESTMENTS, LP IN A SPECIAL WARRANTY DEED EXECUTED DECEMBER 15, 2008 AND RECORDED IN DOCUMENT NO. 2008093458 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 87.834 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the north right-of-way line of F.M. 1660 (right-of-way width varies) as shown on TXDOT right-of-way map Control No. 1556 – Section No. 2 – Job No. 1, being the southwest corner of the said Swindoll Investments 34.17 acre tract, being the southeast corner of the said 3.735 acre tract;

THENCE North 82°47'48" West with the north right-of-way line of F.M. 1660 and the south line of the said 3.735 acre tract, a distance of 112.14 feet to a calculated point for a southwest corner of the said 3.735 acre tract, being the southeast corner of a 1.99 acre tract described in Document No. 2015076155 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar found, bears South 07°09'25" West, a distance of 0.66 feet and a concrete highway monument found in the north right-of-way line of F.M. 1660 at highway station 142+86.6, 40' left, bears North 82°47'48" West, a distance of 312.64 feet;

THENCE with the common line of the said 3.735 acre tract and the said 1.99 acre tract, the following two (2) courses and distances:

1. North 07°09'25" East, a distance of 455.34 feet to a 1/2" rebar with "Early Boundary" cap set for the northeast corner of the said 1.99 acre tract;

2. North 82°39'10" West, a distance of 192.08 feet to a 1/2" rebar with "Early Boundary" cap set for the northwest corner of the said 1.99 acre tract;

THENCE with the perimeter of the said 3.735 acre tract, the following two (2) courses and distances:

1. North 07°13'30" East, a distance of 363.22 feet to a 1/2" rebar with "Early Boundary" cap set for the northwest corner of the said 3.735 acre tract;

2. South 80°05'23" East, a distance of 310.92 feet to a 1/2" rebar with "Early Boundary" cap set for the northeast corner of the said 3.735 acre tract, being in the west line of the said Swindoll Investments 34.17 acre tract, being in the east line of a 34.17 acre tract conveyed to Claudia Ann Crislip in Document No. 2018083501 of the Official Public Records of Williamson County, Texas;

THENCE North 07°38'21" East with west line of the said Swindoll Investments 34.17 acre tract and the east line of the said Crislip 34.17 acre tract, a distance of 3102.82 feet to a 1/2" rebar with "Early Boundary" cap set for the northwest corner of the said Swindoll Investments 34.17 acre tract and the northeast corner of the said Crislip 34.17 acre tract, being also in the south line of a 367.15 acre tract described in Document No. 2003097298 of the Official Public Records of Williamson County, Texas, from which a 5/8" rebar found for an angle point in the south line of the said 367.15 acre tract, being the northwest corner of a 50.00 acre tract described in Document No. 2018083501 of the Official Public Records of Williamson County, Texas, bears North 82°43'53" West, a distance of 1098.11 feet and an additional 1/2" rebar found, bears South 89°07'36" East, a distance of 4.99 feet;

THENCE with the common line of the said Swindoll Investments 34.17 acre tract, the said 45.77 acre tract and the said 367.15 acre tract, the following three (3) courses and distances:

1. South 82°43'53" East, a distance of 190.02 feet to a 5/8" rebar found;

2. South 07°39'24" West, a distance of 516.71 feet to a 5/8" rebar found;

3. South 82°47'33" East, a distance of 849.03 feet to a 1/2" rebar found for the northeast corner of the said 45.77 acre tract, being in the west line of a 143.5 acre tract described in Document No. 2010007498 of the Official Public Records of Williamson County, Texas;

THENCE South 07°41'20" West with the east line of the said 45.77 acre tract and the west line of the said 143.5 acre tract, a distance of 2631.49 feet to a calculated point for a southeast corner of the said 45.77 acre tract, being the northeast corner of the said 4.23 acre tract, from which a 5/8" rebar found for the northwest corner of the said 4.23 acre tract, being an angle point in the south line of the said 45.77 acre tract, bears North 82°16'16" West, a distance of 216.00 feet;

THENCE South 07°41'20" West with the east line of the said 4.23 acre tract and the west line of the said 143.5 acre tract, a distance of 968.04 feet to a calculated point north right-of-way line of F.M. 1660, being the southeast corner of the said 4.23 acre tract, being also the southwest corner of the said 143.5 acre tract, from which a mag nail with washer set for reference in the centerline of a concrete ditch, bears South 07°41'20" West, a distance of 8.31 feet;

THENCE with the north right-of-way line of F.M. 1660, the south line of the said 4.23 acre tract and the south line of the said 45.77 acre tract, the following three (3) courses and distances:

1. North 63°38'49" West, a distance of 211.52 feet to a calculated point in a creek;

2. North 47°09'31" West, a distance of 240.10 feet to a concrete highway monument found, from which a concrete highway monument found in the south right-of-way line of F.M. 1660 at highway station 153+28.2, 40' right, bears South 23°57'59" West, a distance of 148.27 feet;

3. North 82°47'48" West, a distance of 231.38 feet to a calculated point, from which a 1/2" rebar found, bears North 07°41'20" East, a distance of 0.19 feet;

THENCE with the north right-of-way line of F.M. 1660 and the south line of the said Swindoll Investments 34.17 acre tract, the following two (2) courses and distances:

1. North 82°47'48" West, a distance of 174.52 feet to a concrete highway monument found at highway station 149+44.5, 40' left;

2. North 82°47'48" West, a distance of 233.33 feet to the **POINT OF BEGINNING**, containing an area of 87.834 acres, more or less.

Surveyed on the ground on December 15, 2020

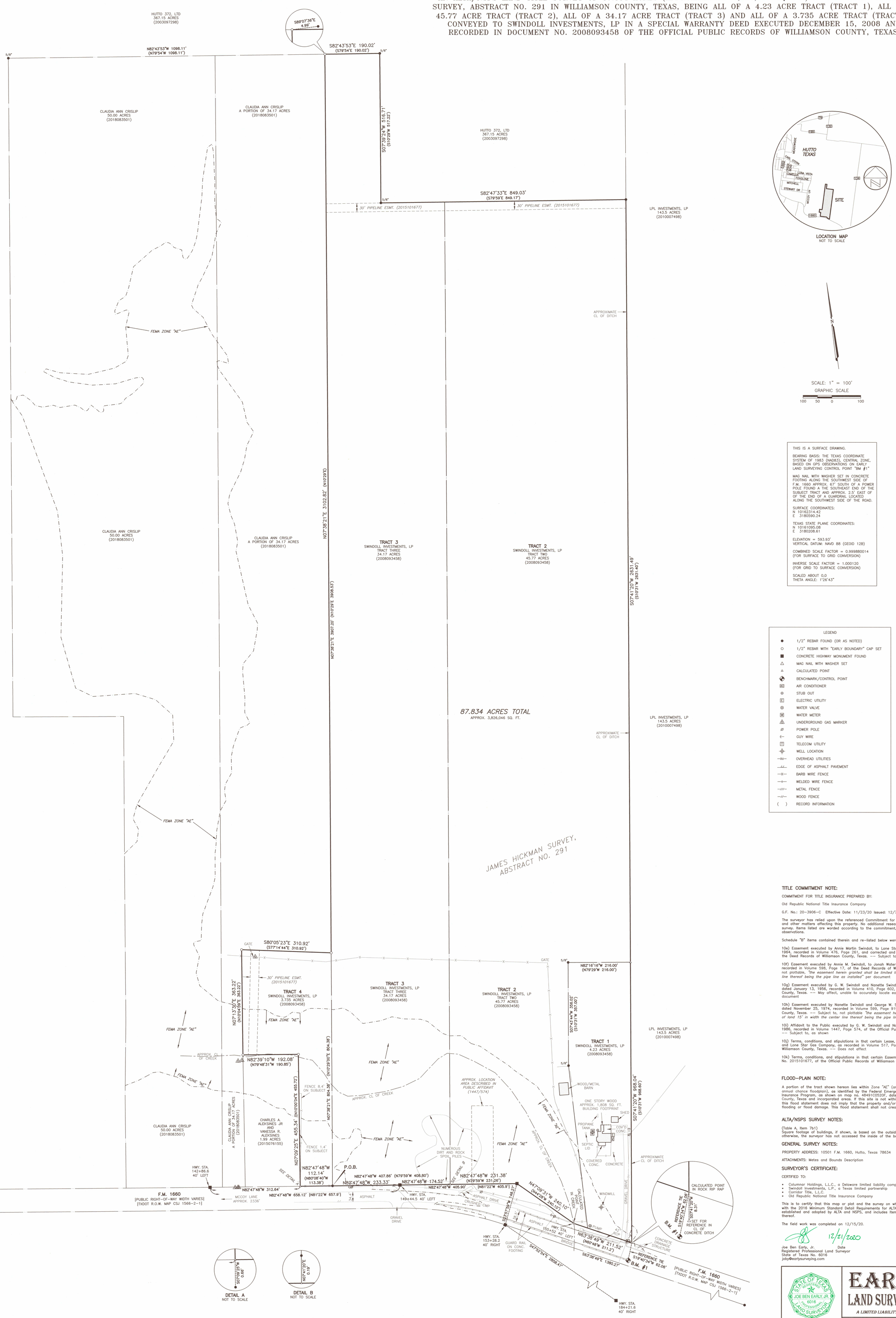
Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-001-BASE

12/21/2020

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016

AN ALTA/NSPS LAND TITLE SURVEY OF 87.834 ACRES (APPROXIMATELY 3,826,046 SQ. FT.) IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 4.23 ACRE TRACT (TRACT 1), ALL OF A 45.77 ACRE TRACT (TRACT 2), ALL OF A 34.17 ACRE TRACT (TRACT 3) AND ALL OF A 3.735 ACRE TRACT (TRACT 4) CONVEYED TO SWINDOLL INVESTMENTS, LP IN A SPECIAL WARRANTY DEED EXECUTED DECEMBER 15, 2008 AND RECORDED IN DOCUMENT NO. 2008093458 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



LOCATION MAP
NOT TO SCALE

SCALE: 1" = 100'

GRAPHIC SCALE
100 50 0 100

THIS IS A SURFACE DRAWING.

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS OBSERVATIONS ON EARLY LAND SURVEYING CONTROL POINT "BM #1"

MAG NAIL WITH WASHER SET IN CONCRETE FOOTING ALONG THE SOUTHWEST SIDE OF F.M. 1660 APPROX. 67' SOUTH OF A POWER POLE FOUND A THE SOUTHEAST END OF THE SUBJECT TRACT AND APPROX. 2.5' EAST OF OF THE END OF A GUARDRAIL LOCATED ALONG THE SOUTHWEST SIDE OF THE ROAD.

SURFACE COORDINATES:
N 10162314.42
E 3180590.24

TEXAS STATE PLANE COORDINATES:
N 10161095.08
E 3180208.61

ELEVATION = 593.93'
VERTICAL DATUM: NAVD 88 (GEOID 12B)

COMBINED SCALE FACTOR = 0.999880014
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000120
(FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0,0
THETA ANGLE: 1°26'43"

LEGEND

●	1/2" REBAR FOUND (OR AS NOTED)
○	1/2" REBAR WITH "EARLY BOUNDARY" CAP SET
■	CONCRETE HIGHWAY MONUMENT FOUND
△	MAG NAIL WITH WASHER SET
▵	CALCULATED POINT
⊕	BENCHMARK/CONTROL POINT
AC	AIR CONDITIONER
◎	STUB OUT
E	ELECTRIC UTILITY
⊗	WATER VALVE
W	WATER METER
⚠	UNDERGROUND GAS MARKER
⌀	POWER POLE
⟵	GUY WIRE
T	TELECOM UTILITY
⌖	WELL LOCATION
—OU—	OVERHEAD UTILITIES
___//___	EDGE OF ASPHALT PAVEMENT
—X—	BARB WIRE FENCE
—o—	WELDED WIRE FENCE
—///—	METAL FENCE
—//—	WOOD FENCE
( )	RECORD INFORMATION

TITLE COMMITMENT NOTE:

COMMITMENT FOR TITLE INSURANCE PREPARED BY:

Old Republic National Title Insurance Company

G.F. No.: 20-3906-C Effective Date: 11/23/20 Issued: 12/7/20

The surveyor has relied upon the referenced Commitment for Title regarding easements, restrictions, and other matters affecting this property. No additional research was done for the purpose of this survey. Items listed are worded according to the commitment, followed by surveyor's notes and/or observations.

Schedule "B" items contained therein and re-listed below were considered:

10e) Easement executed by Annie Martin Swindoll, to Lone Star Gas Company, dated September 29, 1964, recorded in Volume 476, Page 261, and corrected and replaced in Volume 517, Page 299, of the Deed Records of Williamson County, Texas. -- Subject to, not plottable, blanket-type easement

10f) Easement executed by Annie M. Swindoll, to Jonah Water Supply Corp., dated August 19, 1978, recorded in Volume 598, Page 17, of the Deed Records of Williamson County, Texas. -- Subject to, not plottable, *"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"* per document

10g) Easement executed by G. W. Swindoll and Nanette Swindoll, to Texas Power and Light Company, dated January 13, 1956, recorded in Volume 410, Page 602, of the Deed Records of Williamson County, Texas. -- May affect, unable to accurately locate easement based on the description in the document

10h) Easement executed by Nanette Swindoll and George W. Swindoll, to Jonah Water Supply Corp., dated November 25, 1974, recorded in Volume 599, Page 919, of the Deed Records of Williamson County, Texas. -- Subject to, not plottable *"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"* per document

10i) Affidavit to the Public executed by G. W. Swindoll and Nanette B. Swindoll, dated November 11, 1986, recorded in Volume 1447, Page 574, of the Official Public Records of Williamson County, Texas. -- Subject to, as shown

10j) Terms, conditions, and stipulations in that certain Lease, by and between Annie Martin Swindoll and Lone Star Gas Company, as recorded in Volume 517, Page 358, of the Deed Records of Williamson County, Texas. -- Does not affect

10k) Terms, conditions, and stipulations in that certain Easement Agreement, as recorded in Document No. 2015101677, of the Official Public Records of Williamson County, Texas. -- Subject to, as shown

FLOOD-PLAIN NOTE:

A portion of the tract shown hereon lies within Zone "AE" (areas determined to be within the 1% annual chance floodplain), as identified by the Federal Emergency Management Agency, National Flood Insurance Program, as shown on map no. 48491C0520F, dated December 20, 2019, for Williamson County, Texas and incorporated areas. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This flood statement shall not create liability on the part of the surveyor.

ALTA/NSPS SURVEY NOTES:

(Table A, Item 7b1)
Square footage of buildings, if shown, is based on the outside, ground floor footprint. Unless noted otherwise, the surveyor has not accessed the inside of the building for measurement purposes.

GENERAL SURVEY NOTES:

PROPERTY ADDRESS: 10501 F.M. 1660, Hutto, Texas 78634

ATTACHMENTS: Metes and Bounds Description

SURVEYOR'S CERTIFICATE:

CERTIFIED TO:

- Columnar Holdings, L.L.C., a Delaware limited liability company
- Swindoll Investments, L.P., a Texas limited partnership
- Corridor Title, L.L.C.
- Old Republic National Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1-4, 7a, 7b1, 8, 13 & 14 of Table A thereof.

The field work was completed on 12/15/20.

12/21/2020

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016
joby@earlysurveying.com

STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR

Joe Ben Early, Jr.
R.P.L.S. No. 6016

EARLY LAND SURVEYING
A LIMITED LIABILITY COMPANY
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

PROJECT NO.: 1093-001
DRAWING NO.: 1093-001-BASE
PLOT DATE: 12/21/20
PLOT SCALE: 1" = 100'
DRAWN BY: MAW & JBE
SHEET 01 OF 01

EXHIBIT B

MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF HUTTO, TEXAS
AND MB HUTTO, LLC

87.834 acres, more or less, of land, out of the James Hickman Survey Abstract No. 291 in Williamson County, Texas.

This Municipal Services Agreement ("Agreement") is entered into on _____ day of _____, 2023 by and between the City of Hutto, Texas, a home-rule municipality of the State of Texas ("City") and MB Hutto LLC (collectively referred to as the "Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement:

WHEREAS, Owner owns certain real property located in Williamson County, Texas that is currently within the extraterritorial jurisdiction of the City, such real property being more particularly depicted in **Exhibit A** attached hereto and fully incorporated into this Municipal Services Agreement and for all purposes referred to herein as the "Property"; and

WHEREAS, Section 43.0671 of the Local Government Code permits the City to annex an area if each owner of land in an area requests the annexation; and

WHEREAS, Owner has voluntarily petitioned the City to annex the Property into the municipal boundaries of the City pursuant to Subchapter C-3 of Chapter 43 of the Local Government Code; and

WHEREAS, Section 43.0672 of the Local Government Code requires the City Council of the City to negotiate and enter into a written agreement with the owners of the land for the provisions of services in the area on or after the effective date of annexation (the "Effective Date"); and

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation; and

WHEREAS, the requested annexation and the execution of this Agreement are subject to approval by the Hutto City Council; and

NOW, THEREFORE, in exchange for the mutual covenants, conditions, and promises contained herein, City and Owner agree as follows:

1. PROPERTY. This Agreement is only applicable to the Property, as described and set forth in **Exhibit A**.

2. INTENT. It is the intent of the City that this Agreement provides for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES AS OF THE EFFECTIVE DATE OF ANNEXATION.

Commencing on the Effective Date, the City will provide the municipal services to the Property as set forth below.

FIRE

Existing Services: Williamson County Emergency Service District #3

Services to be Provided:

Provides fire suppression and emergency services to the area. Primary fire response will be provided by Williamson County Emergency Service District #3, located at the following address: 501 Exchange Boulevard. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

POLICE

Existing Services: Williamson County Sheriff's Department

Services to be Provided:

Upon annexation, the City of Hutto Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriations.

BUILDING INSPECTION

Existing Services: None

Services to be Provided:

The Development Services Department will provide Building Inspection Services and the Hutto Police Department will provide Code Enforcement Services upon annexation. The Development Services Department's role will include issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City of Hutto. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

PLANNING AND ZONING

Existing Services: Review of subdivision development plans under City's Subdivision Ordinance. No municipal zoning or land use controls except for those imposed by State Law.

Services to be Provided:

The Hutto Development Services Department has responsibility for regulating development and land use through the administration of the City of Hutto's Zoning Ordinance, and this will extend to the area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Hutto's Subdivision Ordinance. These services can be provided within the departments' current budgets.

LIBRARY

Existing Services: None

Services to be Provided:
City Library privileges will be available to future residents in this area.

HEALTH DEPARTMENT - HEALTH CODE ENFORCEMENT SERVICE
Existing Services: Williamson Cities and County Health District

Services to be Provided:
Williamson Cities and County Health District will continue to implement enforcement of the health districts regulations on the effective date of annexation. Animal control services will also be provided to the area as needed by Hutto Animal Control Division of the Police Department.

STREET MAINTENANCE
Existing Services: Williamson County

Services to be Provided:
Maintenance and access to adjacent existing street facilities and/or future street facilities within public rights of way will be provided/overseen by appropriate City of Hutto departments.

STORM WATER MANAGEMENT
Existing Services: Williamson County Flood Plain Administrator

Services to be Provided
Developers will provide storm water drainage facilities as required of their development at their own expense and such will be inspected by the City's engineers at time of completion. The City of Hutto will then maintain the drainage in public rights of way upon approval of the construction. Property owners and/or Home Owner's Associations or similar entities will maintain drainage facilities located on private property. All construction within the flood plain will be through the appropriate Hutto department(s) and will meet FEMA Flood Plain regulations.

STREET LIGHTING
Existing Services: Oncor Electric Delivery

Services to be Provided:
There are no existing street lights in this area. The Developer will be responsible for initial installation and maintenance of street lighting, if required, within the development until such time as any internal streets have been accepted by the City Council.

TRAFFIC ENGINEERING
Existing Services: None

Services to be Provided:
The City of Hutto, through its appropriate departments, will be able to provide any necessary additional traffic control devices after the effective date of annexation.

SOLID WASTE SERVICES
Existing Services: None

Services to be Provided:
Solid waste collection shall be provided to the area of annexation in accordance with current ordinances. Service shall comply with existing City of Hutto policies, beginning with occupancy of structures.

PARKS AND TRAILS
Existing Service: None

Services to be Provided:
All City-operated parks and trail systems will be available to the residents of this area upon annexation.

MISCELLANEOUS
Existing Services: None

Services to be Provided:
All other applicable municipal services will be provided to the area in accordance with the City of Hutto's established policies governing the extension of municipal services to newly-annexed areas.

NOTE:
Capital improvements necessary to provide sufficient municipal services for the annexed area may be required. Costs associated with the extension of utility service lines, traffic improvements, drainage improvements, or other facilities necessary to serve the development will be borne by Owner and/or developers.

4. SCHEDULED MUNICIPAL SERVICES. The following municipal services will be provided in accordance with the following schedule and the terms and conditions of the Service Extension Request ("SER") attached as **Exhibit B** and fully incorporated herein by reference:

WATER SERVICE
Existing Services: None

Services to be Provided:
The City municipal water system is limited in geographic scope and ability to serve. Newly annexed parcels will be included in the Capital Improvements Plan as appropriate, and extended services when deemed feasible in light of topography and other relevant factors, in accordance with the terms and conditions of the SER.

SANITARY SEWER SERVICE
Existing Services: None

Services to be Provided:
The City municipal sewage collection treatment and disposal system is limited in geographic scope and ability to serve. Newly annexed parcels will be included in the Capital Improvements Plan as appropriate, and extended services when deemed feasible in light of topography and other relevant factors, in accordance with the terms and conditions of the Service Extension Request ("SER").

5. SERVICE LEVEL. The City will provide the Property with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected for the Property.

6. EXCLUDED SERVICES. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement. However, City agrees to provide all services to the Property that the City uniformly provides to all other properties within the City limits

7. OWNER'S STIPULATIONS. The Owner agrees and stipulates that all Owners have submitted petitions for the voluntary annexation of Property into the boundaries of the City, and that the annexation of the Property is voluntary.

8. AUTHORITY. City and Owner represent that they have full power, authority, and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

9. SEVERABILITY. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

10. INTERPRETATION. The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

11. GOVERNING LAW AND VENUE. Venue shall be in the state courts located in Williamson County, Texas, and construed in conformity with the provisions of Texas Local Government Code Chapter 43.

12. NO WAIVER. The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

13. GOVERNMENTAL IMMUNITY; DEFENSES. Nothing in this Agreement shall be deemed to waive, modify or amend any of City's governmental powers or immunities nor any legal defense in availability at law or in equity to City or Owner.

14. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

15. NOTICE. Any notice given under this Services must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with a service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; or (iii) by personally delivering it to the Party, or any agent of the Party listed in this Services Agreement. Notice will be effective only when received. For purposed of notice, the addresses of the Parties will, until changed as provided below, be as follows:

If to Owner, to: MB Homes LLC
Attn: Daniel Traylor, Manager
1999 Bryan Street, Ste 900
Dallas, TX 75201-3140

If to City, to: City of Hutto
Attn: City Manager
500 W. Live Oak St.
Hutto, Texas 78634

The Parties may change their respective addresses to any other address within the United States of America by giving at least five (5) calendar days' written notice to the other Party. Any Party may, by giving at least five (5) calendar days' written notice to the City, designate additional persons or entities to receive copies of notices under this Services Agreement.

16. CAPTIONS. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

17. AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND. This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property, is binding on the Owner and the City, and is enforceable by any current or future owner of any portion of the Property for the term of this Municipal Services Agreement. This Municipal Services Agreement will be recorded in the Official Public Records of Williamson County.

18. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

CITY OF HUTTO, TEXAS

By: _____
James Earp, City Manager

Date: _____

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared James Earp, known to me to be one of the persons whose names are subscribed to the preceding instrument; he acknowledged to me he is the duly authorized representative for the City of Hutto, Texas and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of _____, 2023.

_____
Notary Public in and for the State of Texas

[Owners' signatures on following pages.]

OWNER: MB Hutto, LLC

By: _____
Daniel Traylor, Manager

Date: _____

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day, personally appeared Rebecca Borgne, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2023.

_____
Notary Public in and for the State of Texas

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

87.834 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 87.834 ACRES (APPROXIMATELY 3,826,046 SQ. FT.) IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 4.23 ACRE TRACT (TRACT 1), ALL OF A 45.77 ACRE TRACT (TRACT 2), ALL OF A 34.17 ACRE TRACT (TRACT 3) AND ALL OF A 3.735 ACRE TRACT (TRACT 4) CONVEYED TO SWINDOLL INVESTMENTS, LP IN A SPECIAL WARRANTY DEED EXECUTED DECEMBER 15, 2008 AND RECORDED IN DOCUMENT NO. 2008093458 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 87.834 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the north right-of-way line of F.M. 1660 (right-of-way width varies) as shown on TXDOT right-of-way map Control No. 1556 – Section No. 2 – Job No. 1, being the southwest corner of the said Swindoll Investments 34.17 acre tract, being the southeast corner of the said 3.735 acre tract;

THENCE North 82°47'48" West with the north right-of-way line of F.M. 1660 and the south line of the said 3.735 acre tract, a distance of 112.14 feet to a calculated point for a southwest corner of the said 3.735 acre tract, being the southeast corner of a 1.99 acre tract described in Document No. 2015076155 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar found, bears South 07°09'25" West, a distance of 0.66 feet and a concrete highway monument found in the north right-of-way line of F.M. 1660 at highway station 142+86.6, 40' left, bears North 82°47'48" West, a distance of 312.64 feet;

THENCE with the common line of the said 3.735 acre tract and the said 1.99 acre tract, the following two (2) courses and distances:

1. North 07°09'25" East, a distance of 455.34 feet to a 1/2" rebar with "Early Boundary" cap set for the northeast corner of the said 1.99 acre tract;

2. North 82°39'10" West, a distance of 192.08 feet to a 1/2" rebar with "Early Boundary" cap set for the northwest corner of the said 1.99 acre tract;

THENCE with the perimeter of the said 3.735 acre tract, the following two (2) courses and distances:

1. North 07°13'30" East, a distance of 363.22 feet to a 1/2" rebar with "Early Boundary" cap set for the northwest corner of the said 3.735 acre tract;

2. South 80°05'23" East, a distance of 310.92 feet to a 1/2" rebar with "Early Boundary" cap set for the northeast corner of the said 3.735 acre tract, being in the west line of the said Swindoll Investments 34.17 acre tract, being in the east line of a 34.17 acre tract conveyed to Claudia Ann Crislip in Document No. 2018083501 of the Official Public Records of Williamson County, Texas;

THENCE North 07°38'21" East with west line of the said Swindoll Investments 34.17 acre tract and the east line of the said Crislip 34.17 acre tract, a distance of 3102.82 feet to a 1/2" rebar with "Early Boundary" cap set for the northwest corner of the said Swindoll Investments 34.17 acre tract and the northeast corner of the said Crislip 34.17 acre tract, being also in the south line of a 367.15 acre tract described in Document No. 2003097298 of the Official Public Records of Williamson County, Texas, from which a 5/8" rebar found for an angle point in the south line of the said 367.15 acre tract, being the northwest corner of a 50.00 acre tract described in Document No. 2018083501 of the Official Public Records of Williamson County, Texas, bears North 82°43'53" West, a distance of 1098.11 feet and an additional 1/2" rebar found, bears South 89°07'36" East, a distance of 4.99 feet;

THENCE with the common line of the said Swindoll Investments 34.17 acre tract, the said 45.77 acre tract and the said 367.15 acre tract, the following three (3) courses and distances:

1. South 82°43'53" East, a distance of 190.02 feet to a 5/8" rebar found;

2. South 07°39'24" West, a distance of 516.71 feet to a 5/8" rebar found;

3. South 82°47'33" East, a distance of 849.03 feet to a 1/2" rebar found for the northeast corner of the said 45.77 acre tract, being in the west line of a 143.5 acre tract described in Document No. 2010007498 of the Official Public Records of Williamson County, Texas;

THENCE South 07°41'20" West with the east line of the said 45.77 acre tract and the west line of the said 143.5 acre tract, a distance of 2631.49 feet to a calculated point for a southeast corner of the said 45.77 acre tract, being the northeast corner of the said 4.23 acre tract, from which a 5/8" rebar found for the northwest corner of the said 4.23 acre tract, being an angle point in the south line of the said 45.77 acre tract, bears North 82°16'16" West, a distance of 216.00 feet;

THENCE South 07°41'20" West with the east line of the said 4.23 acre tract and the west line of the said 143.5 acre tract, a distance of 968.04 feet to a calculated point north right-of-way line of F.M. 1660, being the southeast corner of the said 4.23 acre tract, being also the southwest corner of the said 143.5 acre tract, from which a mag nail with washer set for reference in the centerline of a concrete ditch, bears South 07°41'20" West, a distance of 8.31 feet;

THENCE with the north right-of-way line of F.M. 1660, the south line of the said 4.23 acre tract and the south line of the said 45.77 acre tract, the following three (3) courses and distances:

1. North 63°38'49" West, a distance of 211.52 feet to a calculated point in a creek;

2. North 47°09'31" West, a distance of 240.10 feet to a concrete highway monument found, from which a concrete highway monument found in the south right-of-way line of F.M. 1660 at highway station 153+28.2, 40' right, bears South 23°57'59" West, a distance of 148.27 feet;

3. North 82°47'48" West, a distance of 231.38 feet to a calculated point, from which a 1/2" rebar found, bears North 07°41'20" East, a distance of 0.19 feet;

THENCE with the north right-of-way line of F.M. 1660 and the south line of the said Swindoll Investments 34.17 acre tract, the following two (2) courses and distances:

1. North 82°47'48" West, a distance of 174.52 feet to a concrete highway monument found at highway station 149+44.5, 40' left;

2. North 82°47'48" West, a distance of 233.33 feet to the **POINT OF BEGINNING**, containing an area of 87.834 acres, more or less.

Surveyed on the ground on December 15, 2020

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-001-BASE

12/21/2020

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016

Mayor
Mike Snyder

Mayor Pro Tem
Dan Thornton

Council Members
Robin Sutton, Place 1
Dan Thornton, Place 2
Randal Clark, Place 3
Peter Gordon, Place 4
Krystal Kinsey, Place 5
Amberley Kolar, Place 6

City Manager
James R Earp, CPM

April 25, 2023
Mr. Walter Hoysa
2700 La Frontera Blvd. #150
Round Rock, Texas 78681

RE: Meadowbrook
Service Extension Request – Water and Wastewater Utilities

Dear Mr. Hoysa,

Thank you for your interest in developing in the City of Hutto. We have reviewed your Service Extension Request for water and wastewater utility service.

In order for the City of Hutto to provide water and wastewater service to your proposed development, the requirements listed in the attached SER responses must be addressed.

We appreciate your patience as we are working to address the needs of your development while planning for future growth. Please feel free to contact me at (512) 759-4025 or email Matt.Rector@HuttoTX.gov with any questions.

Sincerely,

Matt Rector
City Engineer

APPROVED

Attachments:
Water and Wastewater SER Response
SER Application

TECHNICAL MEMORANDUM

FREESE AND NICHOLS

Innovative approaches
Practical results
Outstanding service

10431 Morado Circle, Suite 300 + Austin, Texas 78759 + 512-617-3100 + FAX 817-735-7491

www.freese.com

TO: Matt Rector, P.E., City of Hutto

FROM: Stephanie Neises, P.E., Freese and Nichols, Inc.
Dave Christiansen, P.E., Freese and Nichols, Inc.

SUBJECT: Service Extension Request Review – Meadowbrook

DATE: April 20, 2023

1.0 INTRODUCTION

The City of Hutto (City) tasked Freese and Nichols, Inc. (FNI) with reviewing the Meadowbrook Water Service Extension Request (SER). The purpose of the review is to verify water demand calculations and identify system improvements needed to extend water service to the proposed development. The following sections document FNI's review of the Meadowbrook SER and related information.

2.0 WATER DEMANDS

Table 1 provides a summary of the living unit equivalents (LUEs) and associated water demands for the Meadowbrook based on the City's Utility Criteria Manual for Water & Wastewater Design Standards.

Table 1: Water Demands

Living Unit Equivalents	479
Estimated Population (3.5 people/LUE)	1,677
Average Day Water Demand (200 gallons/person/day)	233 gpm
Maximum Day Water Demand (530 gallons/person/day)	617 gpm
Peak Hour Water Demand (900 gallons/person/day)	1,048 gpm
Fire Flow	1,500 gpm

3.0 SYSTEM IMPROVEMENTS

To provide water service to the Meadowbrook, it is required that a 12-inch line be extended along FM 1660 from the existing 16-inch water line along FM 1660 to connect to the planned 12-inch water line at entrance of the development as shown on **Figure 1**. The City may upsize both 12-inch water lines to provide adequate transmission capacity to facilitate other growth in the region. The line along FM 1660 may be upsized to a 16-inch water line, and the 12-inch water line running through the development may be upsized to a 24-inch water line. Although the development is planned to be constructed in three phases (as shown on the map included in **Appendix A**), the City may require the developer to construct the entirety of the 24-inch water line as part of Phase 1 to connect with other system improvements planned in the area. With the proposed water lines in service, this development will have access to 1,500 gpm of available fireflow and will experience static pressure ranging from 81 to 86 pounds per square inch (psi). Per the City's Utility Criteria Manual, any service connections with a static pressure above 80 psi will require individual pressure reducing valves on the owner's side of the water meter.

Currently, the City's water system does not have adequate capacity to serve new customers beyond those developments that have already been approved for water service by the City. The City and FNI have completed an expedited Water Master Plan Update, which included the development of a CIP, shown on **Figure 2**, that provides the City with a list of improvement projects to provide adequate capacity for future development including the Meadowbrook development. The following CIP projects (to be completed by the City) have been identified as necessary to serve this development:

- Secure additional short-term water supply – ongoing
- Project 3 – Frame Switch Pump Station Expansion – Estimated completion date of June 2024
- Project 1 – Frame Switch Discharge Water Lines – Estimated completion date of June 2024
- Project 5 – County Road 132 South Water Line – Estimated completion date of Summer 2025
- Project 7 – Cottonwood Elevated Storage Tank – Estimated completion date of Summer 2025

Based on the estimated timing of these projects and the development schedule provided (attached in **Appendix A**), the system will have adequate capacity for the Meadowbrook development to begin construction in Q1 2024.

Northwest
4.32 MGD Pump Station
1.00 MG Ground Storage
1.00 MG Elevated Storage
New FCV to Deliver Jonah Supply to GST

Jonah SUD
Wholesale Delivery Point

Convert Area to 890 Pressure Plane

Limmer
New 2.0 MG EST

Frame Switch
Expand PS Firm Capacity to 20.0 MGD
New 3.0 MG GST #2
New 3.0 MG GST #3
Decommission Existing GST #1
Decommission Existing EST

Carl Stern
New 2.0 MG EST
Decommission Existing EST
PS & GST to remain as emergency interconnect

Cottonwood
New 2.0 MG EST

TAYLOR

ROUND ROCK

PFLUGERVILLE

0 1,250 2,500
SCALE IN FEET

PRESSURE PLANE
- 801 Pressure Plane
- Existing 890 Pressure Plane
- Future 890 Pressure Plane

FIGURE 2
CITY OF HUTTO
WATER SYSTEM
CAPITAL IMPROVEMENT PLAN
LEGEND

- Road
- Railroad
- Lake
- Stream
- Parcel
- City Limits
- ETJ
- County

Existing System
- Pump Station
- Elevated Storage Tank
- Ground Storage Tank
- Valve (to be closed)
- 8" and Smaller Water Line
- 10" and Larger Water Line
- Supply Line
- Fireflow Improvement Water Line

Under Design / Construction Improvements
- Water Line
- Supply Line

2027 Phased Improvements
- Pump Station
- Elevated Storage Tank
- Ground Storage Tank
- Control Valve
- Wholesale Delivery Point
- Water Line

2032 Phased Improvements
- Elevated Storage Tank
- Water Line

2047 Phased Improvements
- Elevated Storage Tank
- Water Line

CITY OF HUTTO
FREESE AND NICHOLS

Created By Freese and Nichols, Inc.
Job No.: HTO22033
Location: H:\W_WW_PLANNING\01_DELIVERABLES\08-SER_Figures\[Figure-2]_5-Year_CIP_noDevDriven_Projects.aprx
Updated: Thursday, February 23, 2023 4:22 PM
User Name: dtr166

APPENDIX A

PROVIDED DEVELOPMENT PHASING & SCHEDULE

CONNECT TO EX 16" WL

3950 LF 16" WL (OVERSIZE FROM 12" WL)

3950 LF 16" WL (OVERSIZE FROM 12" WL)

PIPELINE EASEMENT

Phase 1

Phase 2

Phase 3

3900 LF CONSTRUCT 24" WL (OVERSIZE FROM 12")

Stub and Plug for Future Extension by others

FM 1660

CADWELL DR

GRIFFEN DR

BRABHAM LOOP

MULSANNE ST

VAUXHALL CT

LAGONDA DR

VANTAGE DR

CAMARGUE

GOODWOOD ST

CORNICHE CIRCLE

OPEN SPACE

PHASE 6

PHASE 7

PHASE 8

N

0 200 400

1" = 200'

LEGEND

PROPERTY BOUNDARY (87.8 AC)

OVERSIZE 24" WL ≈3,900 LF

16" WL ≈3950 LF

LJA Engineering, Inc.
2700 La Frontera Blvd
Suite 150
Round Rock, TX 78681
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

MEADOWBROOK WATERLINE SER IMPROVEMENT

10/17/2022

Meadow Brook 2-13-2023

Starts

Build Out / Closing Schedule		Total Units	Year 1				Year 2				Year 3				Year 4			
			Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
North	50'	78	16	16	16	16	16											
	60'	14	4	4	4	4												
Central	TH	279			40	40	40	40	40	40	40							
South	50'	92					18	18	18	18	18							
	60'	16					4	4	4	4								
		479	19.1	19.1	59.0	59.0	77.9	62.3	62.3	62.3	58.3	0	0	0	0	0	0	0

CO's (Certificate of Occupancy)

Meadow Brook		Total Units	Year 1				Year 2				Year 3				Year 4			
			Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
North	50'	78					16	16	16	16	16							
	60'	14.5					2	4	4	4	2							
Central	TH	279							40	40	40	40	40	40	40			
South	50'	92										18	18	18	18	18		
	60'	16										2	4	4	4	2		
		479	0.0	0.0	0.0	17.6	19.1	59.0	59.0	57.5	60.3	62.3	62.3	62.3	20.4	0.0	0.0	0.0

3755 S. Capital of Texas Highway
Suite 325
Austin, TX 78704

TEL 512.485.0009
FAX 512.485.0010

www.GarverUSA.com

SER #17 Meadowbrook SER Sewer Evaluation

January 27th, 2023

City of Hutto
500 W Live Oak St.
Hutto, TX 78634

1.0 Introduction / Summary

The purpose of this memorandum is to document preliminary analyses completed to size wastewater infrastructure to serve the Meadowbrook development within the City of Hutto's wastewater certificate of convenience and necessity (CCN). This development is reviewed in conjunction with the Kirk Tract development in the same service area to ensure that proposed infrastructure can meet the needs of all developments in the area. Refer to Exhibit 1 for a map depicting the service area.

2.0 Sanitary Sewer Loading Calculations

Per the Service Extension Request (SER) submitted by the developer, the Meadowbrook development will have 494 single-family (SF) units as shown in Table 2-1. Land Use Equivalent assumptions are listed in Table 2-1 and anticipated loadings for the development areas are included in Table 2-2. Average flow was calculated using 280 gpd/LUE, and average peak wet weather flow was calculated as outlined in the City of Hutto Utility Design Criteria Manual.

Table 2-1: Meadowbrook Sewer Loading Assumptions

Development Type	LUE Equivalent	Proposed Development	LUE Subtotal
Single Family Residential	1 LUE/unit	479 units	479
Multi-Family Residential (6-24 units per acre)	0.8 LUE/unit		
Office Space	3,000 sf/LUE		
Retail Space	1,660 sf/LUE		
Restaurant	200 sf/LUE		
		Total LUEs	**479**

Table 2-2: Sewer Loading Calculations for Development Areas

Development	No. LUEs	Area (Acres)	Average Load (MGD)	Peak Load (MGD)
Meadowbrook	479	87.8	0.13	0.55
Kirk Tract	285	84.4	0.08	0.37
		Total	**0.21**	**0.92**

3.0 Routing Options

The Meadowbrook development is located north of FM 1660 and west of CR 134. Wastewater flow from the development is proposed to be routed by gravity to future 42" Glenwood interceptor along FM 1660. The Glenwood interceptor will drain to the South WWTP. This interceptor needs to be constructed soon as it is also required to serve two other SERs currently under review by the City: the Bell Yard Farley Farm and the Atanasio Ranch. See Exhibit 1 for a map of the proposed route.

Table 3-1 outlines the short and long-term projects proposed to provide wastewater service to the Meadowbrook development. The developer is responsible for completing funding, design, and construction of projects as noted in Table 3-1. The routes and diameters included in Table 3-1 and Exhibit 1 are conceptual. When responsible for design and construction, the developer will be required to submit a preliminary route evaluation and line sizing analysis to the City in the form a technical memorandum for City review and concurrence. Upon approval from the City, the developer can proceed with final design plans showing sizing calculations and final proposed routing which are subject to the City's plan review process. Upon completion and acceptance of the developer responsible projects, the City will provide wastewater service to the development.

Table 3-1: Required Upgrades to Serve the Meadowbrook

Timeframe	Exhibit Item #	Project Description	Project Responsibility - Design & Construction	Project Responsibility - Funding
Short-term	1a	Construct the 42" Glenwood Interceptor between Exhibit Item #2 and the South WWTP Influent Lift Station (approximately 4,500 LF). Easements for this portion of interceptor are located south of FM 1660.	City	City
Short-term	1b	Construct the South WWTP Influent Lift Station.	City	City
Short-term	2a	Construct approximately 1,950 LF of 15" gravity sewerline at minimum 0.20% slope oversized from a 12" in the Meadowbrook development to serve Drainage Area #1.	Developer ***	Developer * and City **
Short-term	2b	Construct approximately 550 LF of 15" gravity sewerline at minimum 0.20% slope oversized from an 8" in the Meadowbrook development to serve Drainage Area #1. Provide a 15" stub out to the east of this SER.	Developer ***	Developer * and City **
Short-term	3	Construct approximately 500 LF of 8" gravity sewerline with an 8" stub out to serve Drainage Area #1 to the west of this SER.	Developer ***	Developer
Long-term	5	Expand the South WWTP	City	City

* The developer may share the cost of this project with other developments in the area.

** The City will cost participate to oversize this infrastructure.

*** The developer is responsible for checking that pipe elevations are adequate to accommodate flows from future drainage areas discussed in the corresponding project descriptions.

4.0 Gravity Sewer Infrastructure Sizing

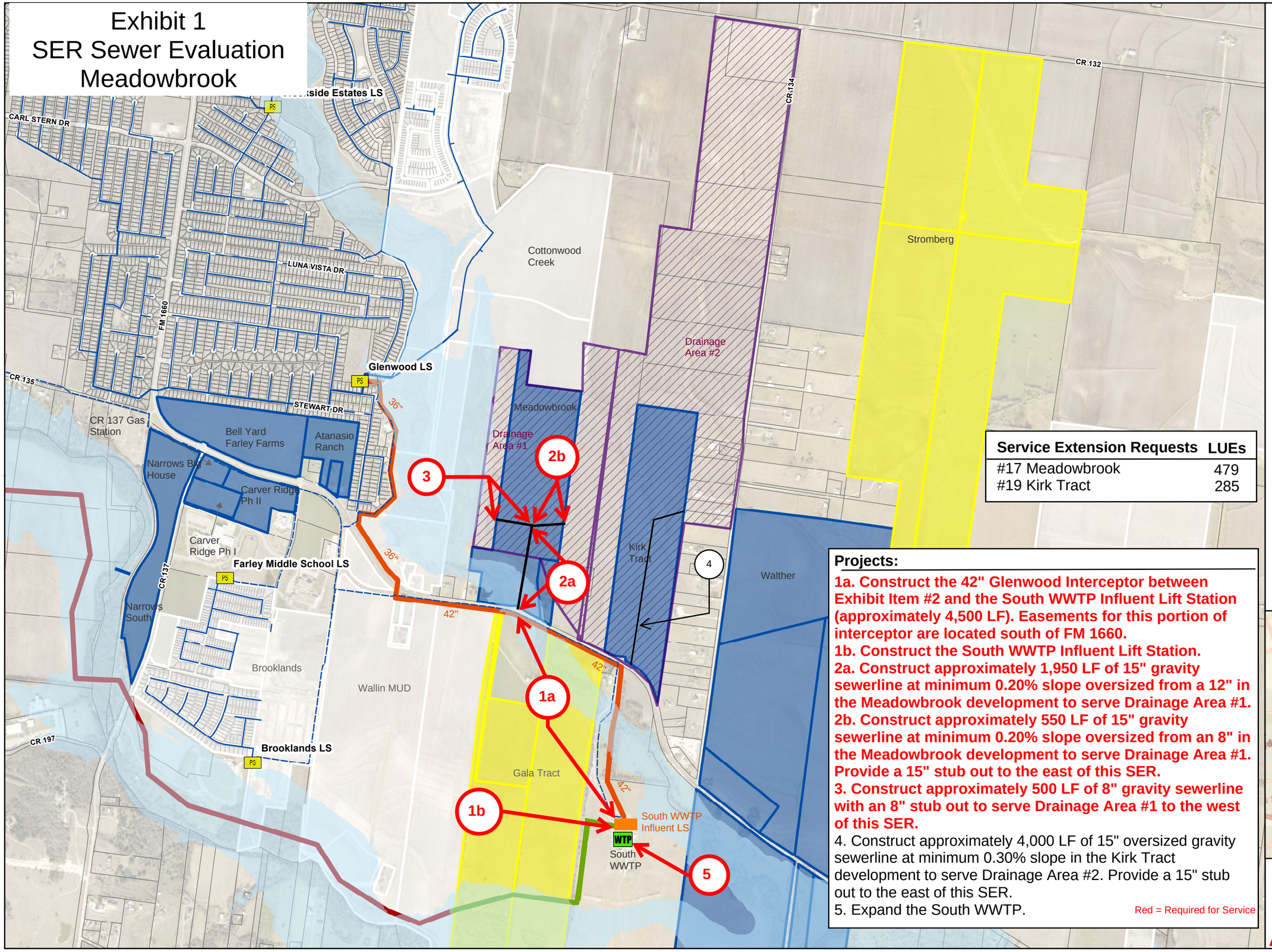
Exhibit Item #2a:

The City recognizes that the Meadowbrook development would require only a 12” gravity sewerline. However, this line should be oversized to a 15” line at 0.20% minimum slope to serve future developments in its vicinity. A 15” at 0.20% slope would provide a design capacity of 1.6 MGD, which is adequate to serve this SER and the remainder of the currently undeveloped Drainage Area #1 (see Exhibit 1) at a density of 5 LUEs/acre. This density is typically observed for recent SERs in this area (e.g., Kirk Tract, Walther Farmers Tract). Since the City is requesting to oversize this gravity sewerline from a 12” to a 15”, it will reimburse the developer for the cost difference to upsize the 12” line to a 15”.

Exhibit Item #2b:

Similar to Exhibit Item #2a, the City recognizes that the northeastern portion of the Meadowbrook development would require only an 8” gravity sewerline but requests an oversized 15” line at minimum 0.20% slope to serve Drainage Area #1. Since the City is requesting to oversize this gravity sewerline from an 8” to a 15”, it will reimburse the developer for the cost difference to upsize the 8” line to a 15”.

Exhibit 1
SER Sewer Evaluation
Meadowbrook



Service Extension Requests	LUEs
#17 Meadowbrook	479
#19 Kirk Tract	285

Projects:

1a. Construct the 42" Glenwood Interceptor between Exhibit Item #2 and the South WWTP Influent Lift Station (approximately 4,500 LF). Easements for this portion of interceptor are located south of FM 1660.
1b. Construct the South WWTP Influent Lift Station.
2a. Construct approximately 1,950 LF of 15" gravity sewerline at minimum 0.20% slope oversized from a 12" in the Meadowbrook development to serve Drainage Area #1.
2b. Construct approximately 550 LF of 15" gravity sewerline at minimum 0.20% slope oversized from an 8" in the Meadowbrook development to serve Drainage Area #1. Provide a 15" stub out to the east of this SER.
3. Construct approximately 500 LF of 8" gravity sewerline with an 8" stub out to serve Drainage Area #1 to the west of this SER.
4. Construct approximately 4,000 LF of 15" oversized gravity sewerline at minimum 0.30% slope in the Kirk Tract development to serve Drainage Area #2. Provide a 15" stub out to the east of this SER.
5. Expand the South WWTP.

Red = Required for Service

SER Review Map Group 3

- 100-year Floodplain
- Oversizing Drainage Area

Modeled Facilities

- WWTP
- Lift Station

Sewer Lines

- 8.0" - 12.0"
- 12.1" - 15.0"
- 15.1" - 21.0"
- 21.1" - 30.0"
- 30.1" - 42.0"
- Force Main

SER_Projects

CIP

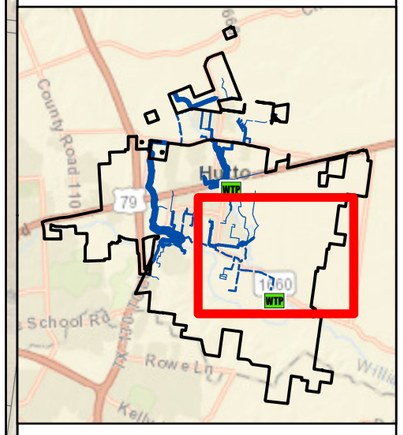
- Brushy Creek Int. Phase III
- Brushy Creek Int.
- Glenwood Interceptor

Developments

- 2020 Approved
- 2021 Approved
- Pending Approval
- Parcels

0 440 880 1,760 Feet

N



CITY OF HUTTO

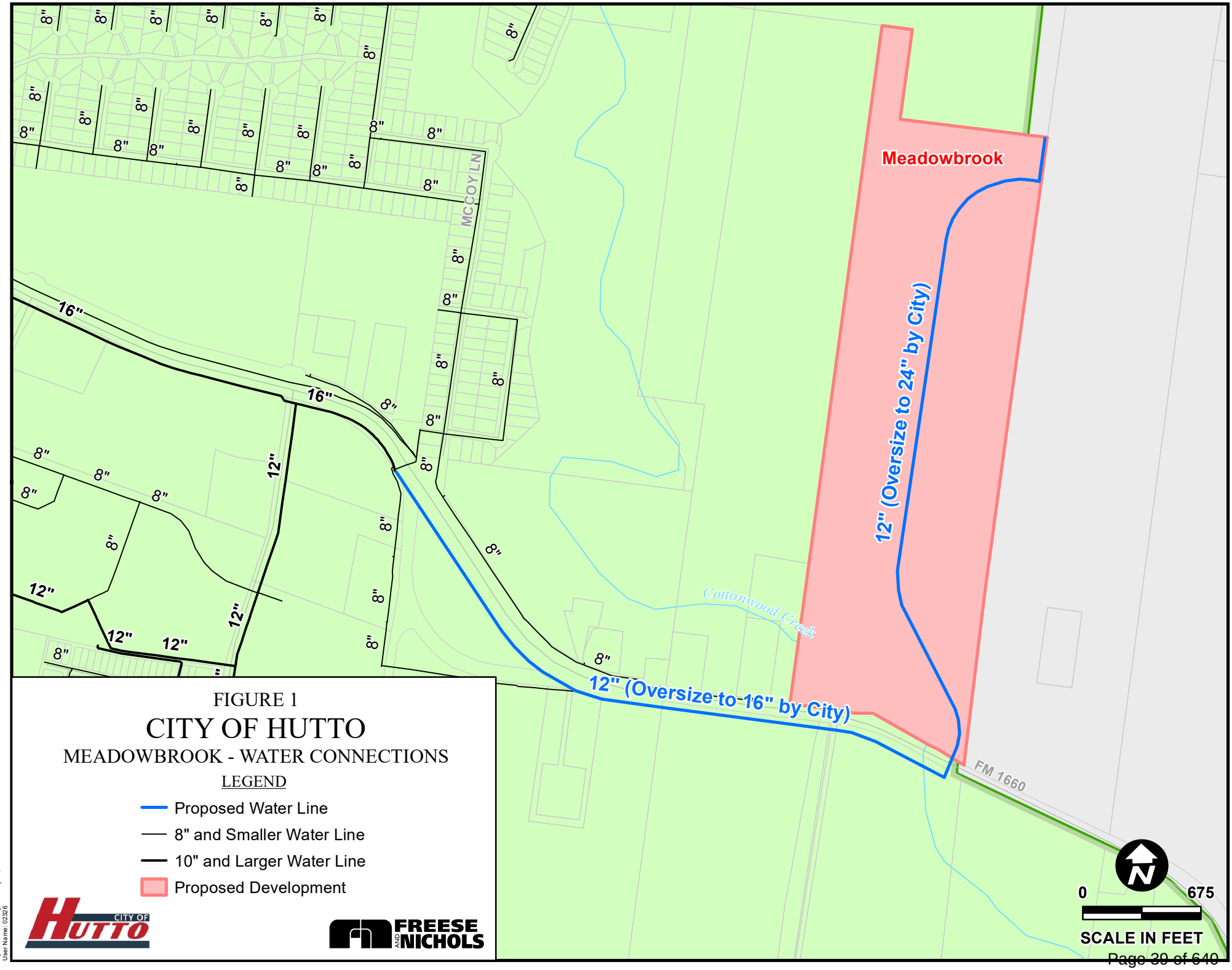


FIGURE 1

CITY OF HUTTO

MEADOWBROOK - WATER CONNECTIONS

LEGEND

- Proposed Water Line
- 8" and Smaller Water Line
- 10" and Larger Water Line
- Proposed Development

CITY OF HUTTO

FREESE AND NICHOLS

Created By Freese and Nichols, Inc.
Job No.: HTO22233
Location: H:\W_WW_PLANNING\01_DELIVERABLES\08-SER_Figures\(Figure-1)_Meadowbrook_REV.mxd
Updated: Tuesday, January 24, 2023 11:43:05 AM
User Name: 02326

CITY OF HUTTO DEVELOPMENT SERVICES

SERVICE EXTENSION REQUEST
(SER) APPLICATION
Must be Accompanied by a Master Application

City of Hutto Development Services
500 W. Live Oak Street
Hutto TX 78634
512-759-3479 Planning
512-759-4038 Engineering
planning@huttotx.gov

Project Name: Meadowbrook

Legal Description: (Acres/Survey/Abstract Number) 87.834 Acres in the James Hickman Survey, Abs 291

_____ OR Lot_____Block

_____Subdivision Name:__

Type of Service Requested: Water Wastewater

Proposed Use:

Single Family	494 (number of units)
Mobile Home	_____(number of units)
Duplex (1 duplex = 2 units)	_____(number of units)
Triplex, Fourplex (1 triplex = 3 units, 1 fourplex = 4 units)	_____(number of units)
Multifamily (Apartment, Condominium)	_____(number of units)
Hotel or Motel Room	_____(number of units)
Office	_____(total square feet)
Retail	_____(total square feet)
Restaurant	_____(total square feet)
Other:(please specify)_____	_____(specify unit_____)

Total # of LUE 494

Water Utility Requirements: Peak Hour: 1080.6 gpm ; Peak Day 636.4 gpm

Highest Fire Flow requirements: 1500 gpm for 2 hours at 20 psi

Fire Sprinkler System Flow Rates: 1500 gpm for 2 hours at 20 minimum residual pressure.

Wastewater Utility Capacity requirements (Peak Wet Weather flows with I&I) 385 gpm, 554,400 gpd.

Highest Elevation on the Land to be Served by the SER: 615 above mean sea level.

Lowest Elevation on the Land to be Served by the SER: 602 above mean sea level.

REQUIRED FOR SUBMITTAL

All items listed must be included with the SER application, unless otherwise noted.

- ☑ Completed Master Application and SER application with owner's original signature.
- ☑ Applicant has coordinated with staff on submittal requirements
  - Date of Pre-Development Meeting: June 3, 2021
- ☑ Location Map

City of Hutto Development Services
500 W. Live Oak Street
Hutto TX 78634
512-759-3479 Planning
512-759-4038 Engineering
planning@huttotx.gov

- ☑ Utility Plan (detailing the proposed water, wastewater, and/or reclaimed water infrastructure layout, existing/proposed easements, and existing topography)
- ☑ Engineering Calculations that are signed, sealed and dated by a professional engineer registered in the State of Texas.
- ☑ Summary Letter describing the proposed development.

FEES:

- Please see the City of Hutto Fee Schedules for required fees. All required fees should be verified with planning@huttotx.gov prior to submission.
- Third party review fee amount will be calculated and collected prior to final approval.
- Payment may be provided by cash, check made payable to: City of Hutto, or via MyGovernmentOnline.

CONDITIONS OF APPROVAL:

- ☐ The level of service approved by this document does not imply commitment for land use.
- ☐ Service extension requests are subject to the guidelines established in the Hutto City Code of Ordinances.
- ☐ Construction of all service extensions are subject to all utility guidelines and planning ordinances.
- ☐ Service extension approvals automatically expire 180 days after the date of issuance unless a development application has been approved by the Development Services Department. Once an approved development application expires the service extension approval expires on the same date.
- ☐ If requested, the proposed improvements will be dedicated to the City of Hutto for ownership, operation, and maintenance.

FOR DEPARTMENT USE ONLY				
Submittal Date	Date Accepted for Review	Payment Type	Fees Paid	Approval Date

SUBDIVISION CONSTRUCTION PLAN
MASTER APPLICATION

City Issued MPN # _____
Office Use Only

City of Hutto
Engineering Department
500 W. Live Oak
Hutto, TX 78634
(512) 759-4016 Main
www.huttotx.gov

PROJECT NAME: Meadowbrook APPLICATION TYPE: SER, Preliminary Plat

APPLICANT INFORMATION (*property owner or authorized agent*) This will be the City's official contact

Name: T. Walter Hoysa

Company Name: LJA Engineering, Inc.

Address: 2700 La Frontera Boulevard, Suite 150 Round Rock, TX 78681

Phone: 512-439-4700 Email: whoysa@lja.com

PROPERTY INFORMATION

Address: _____

Legal Description: Lot(s) _____ Block _____ Subdivision 87.834 Acres in the James Hickman Survey, Abs 291

Deed Reference: Volume _____ Page(s) _____ or Document No. 2021066633

City Limits or ETJ: ETJ Current Zoning District: N/A

PROPERTY OWNER INFORMATION

Name: _____

Company Name: MB Hutto LLC

Address: 5956 SHERRY LN #STE 1000 DALLAS, TX 75225

Phone: 512-638-6682 Email: jlandwehre@traylor.com

PROPERTY OWNER CONSENT/AGENT AUTHORIZATION

By my signature I hereby affirm that I am the property owner of record, or if the applicant is an organization or business entity, that authorization has been granted to represent the owner, organization or business in this application. I certify that the preceding information is complete and accurate, and it is understood that I agree to the submittal of this application. Additionally, my signature below indicates my awareness of the fee(s) required at the time of application submittal and that this fee(s) is non-refundable even in the event of application withdrawal or if reviewed and denied.

By signing this form, the owner of the property authorizes the City of Hutto to begin proceedings in accordance with the process for the type of application indicated on page one of this application. The owner further acknowledges that submittal of an application does not in any way obligate the City to approve the application and that although City staff may make certain recommendations regarding this application, the City Council may not follow that recommendation and may make a final decision that does not conform to the staff's recommendation.

_____ Daniel A. Traylor 01/11/2022
Property Owner Signature | Property Owner Printed Name | Date

THE STATE OF INDIANA

COUNTY OF VANDERBURGH

Before me, the undersigned authority, on this day personally appeared Daniel A. Traylor, 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 considerations therein expressed.

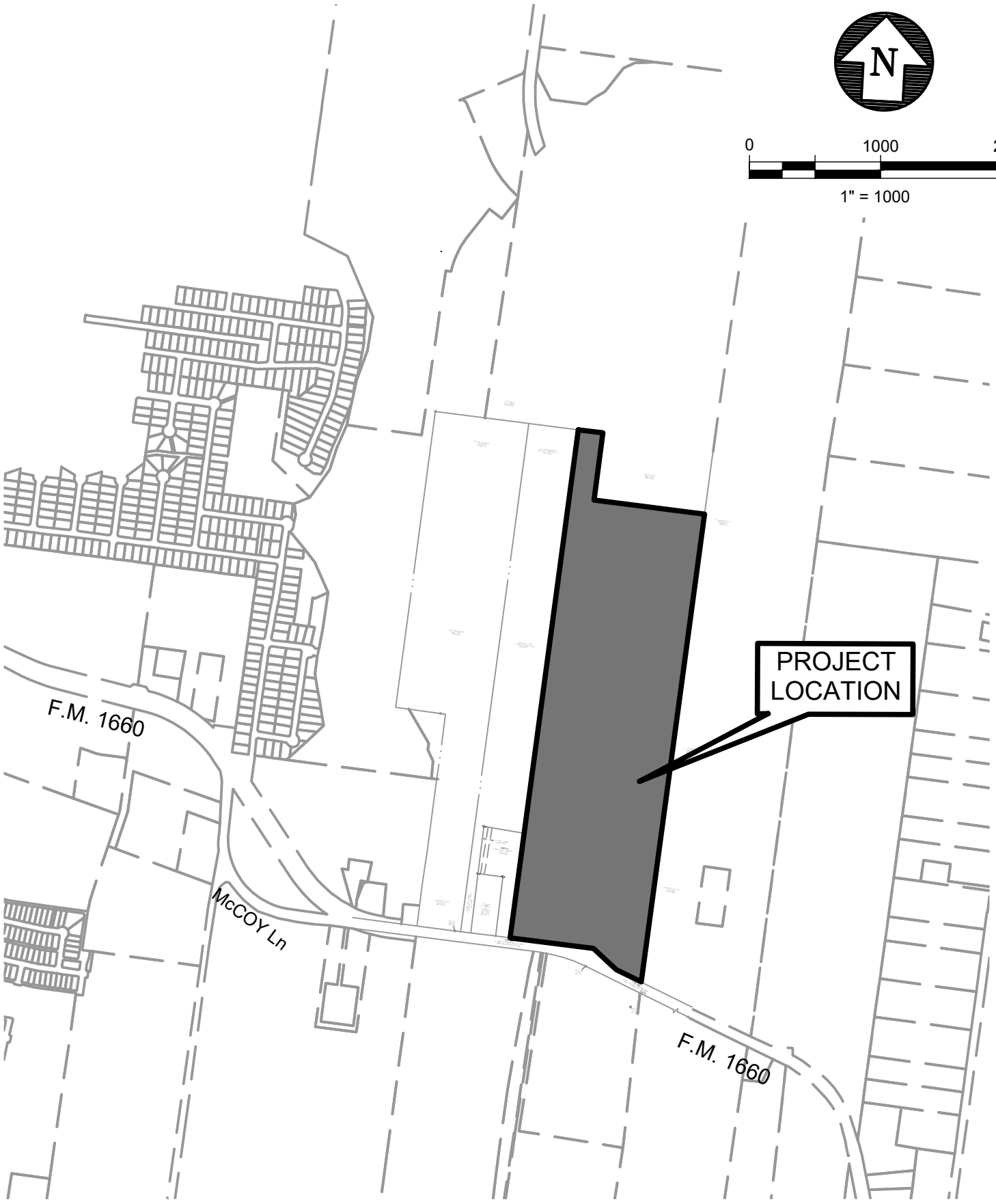
Given under my hand and seal of office this 11th day of January, 2022 A.D.

_____ Ashley L. Shake
Notary Public Signature | Notary Public Printed Name

Commission No: 735962
Expiration Date: 09/02/2029

(Seal)
NOTARY PUBLIC SEAL INDIANA
ASHLEY L. SHAKE
Notary Public, State of Indiana
Vanderburgh County
Commission Number NP0735962
My Commission Expires
September 02, 2029

If there are multiple property owners attach separate page(s) with notarized signature(s)



LJA Engineering, Inc.
2700 La Frontera Blvd
Suite 150
Round Rock, TX 78681
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

LOCATION MAP

11/17/2021

Date\Time : Wed, 17 Nov 2021 - 4:34pm
User Name : jpiecuch
Path\Name : G:\A615-1001 Swindoll Property\ACAD_Xref\DESIGN\A615-1001 LOCATION MAP.dwg

LJA ENGINEERING

2700 La Frontera Boulevard, Suite 150, Round Rock, Texas 78681
t 512.767.7300 LJA.com TBPE F-1386

January 3, 2022

Ning Zhang, PE
City of Hutto
City Engineer
500 W Live Oak Street
Hutto, Texas 78634

Re: Meadowbrook (10501 FM 1660)
Water and Wastewater Service Extension Request (SER) Engineer's Report
LJA Engineering, Inc. Project No. A615-1001.201

Dear Ning,

The Meadowbrook Tract consists of approximately 87.8 acres located at FM 1660 where it crosses Cottonwood Creek within the City of Hutto 2-mile Extra Territorial Jurisdiction (ETJ) in Williamson County, and within the Hutto Water Service Area.

Exhibit 1 and ***Exhibits 2A-2G*** show property location maps identifying tract boundary extents on topographic mapping and detailed utility layouts respectively. The majority of the tract is proposed to be developed as single-family units with about one-third of the tract proposed to be attached townhomes. The proposed development would generate a total of 494 LUE's per the AWU-LUE guidance document. Per the 2015 International Fire Code (IFC), Table B105.1(2), the required fire flow is 1,500 gallons per minute (gpm) at 20 psi for 2 hours, assuming no sprinkling on the townhome product. Total LUE's generated by the proposed and future uses, peak day and peak hour water demands, and the peak wet weather flow of wastewater discharge for the total LUE's are documented on the application with supporting calculations found in ***Exhibit 3***. Calculations were performed using the values given in the City of Hutto Utility Design Criteria Manual as published on the City's website at the writing of this report.

Water Extension
We propose connecting to an existing Hutto waterline near the southwest corner of the tract within the FM 1660 Right of Way (ROW). A 12-inch waterline is proposed from the connection point, through the site along the collector road shown, to be stubbed for future connection near the northeast corner of the site at the proposed future intersection with the City's FM1660 relocation project. 8-inch waterlines will be extended to all local roads and townhome alleys and an 8-inch line will either be connected to or stubbed to the Lennar Cottonwood Creek development to the north of the Meadowbrook site area.

Wastewater Extension
We propose wastewater conveyance to connect to the proposed lift station at the City of Hutto Wastewater Treatment plant located across FM 1660 to the east of this project area. Most wastewater line is proposed to by 8-inch diameter until approximately 350 LUE's are reached at which point the line will be proposed as a 12-inch line along the proposed collector road until it reaches the FM1660 ROW. We then propose a wastewater collector of a size to be determined

by the City to run down the FM1660 ROW to the existing wastewater treatment plant (WWTP) site and terminating at a City proposed lift station on the WWTP site. Details of the lift station depth and location have not yet been provided to us. We expect to need a 12-inch wastewater line for purposes of this project and are willing to oversize the line per City direction with proportional reimbursement.

If you have any questions, or require any additional information, please do not hesitate to call.

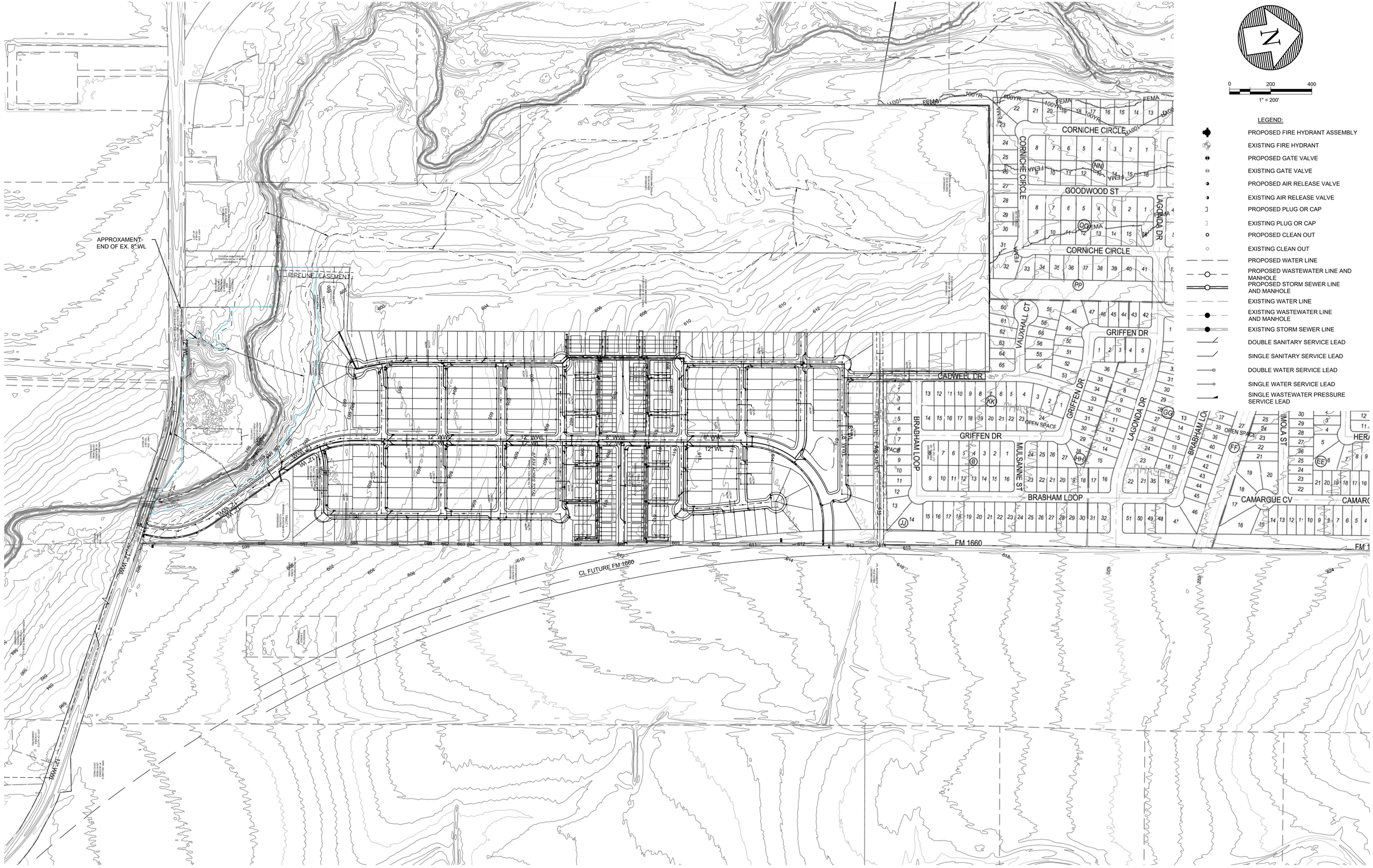
Very Truly Yours,
LJA ENGINEERING, INC.

T. W. Hoysa, P. E.
Sr. Project Manager

TWH/ap

EXHIBIT 1

Overall Utility Layouts



LJA Engineering, Inc.
2700 La Frontera Blvd
Suite 150
Round Rock, TX 78681
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

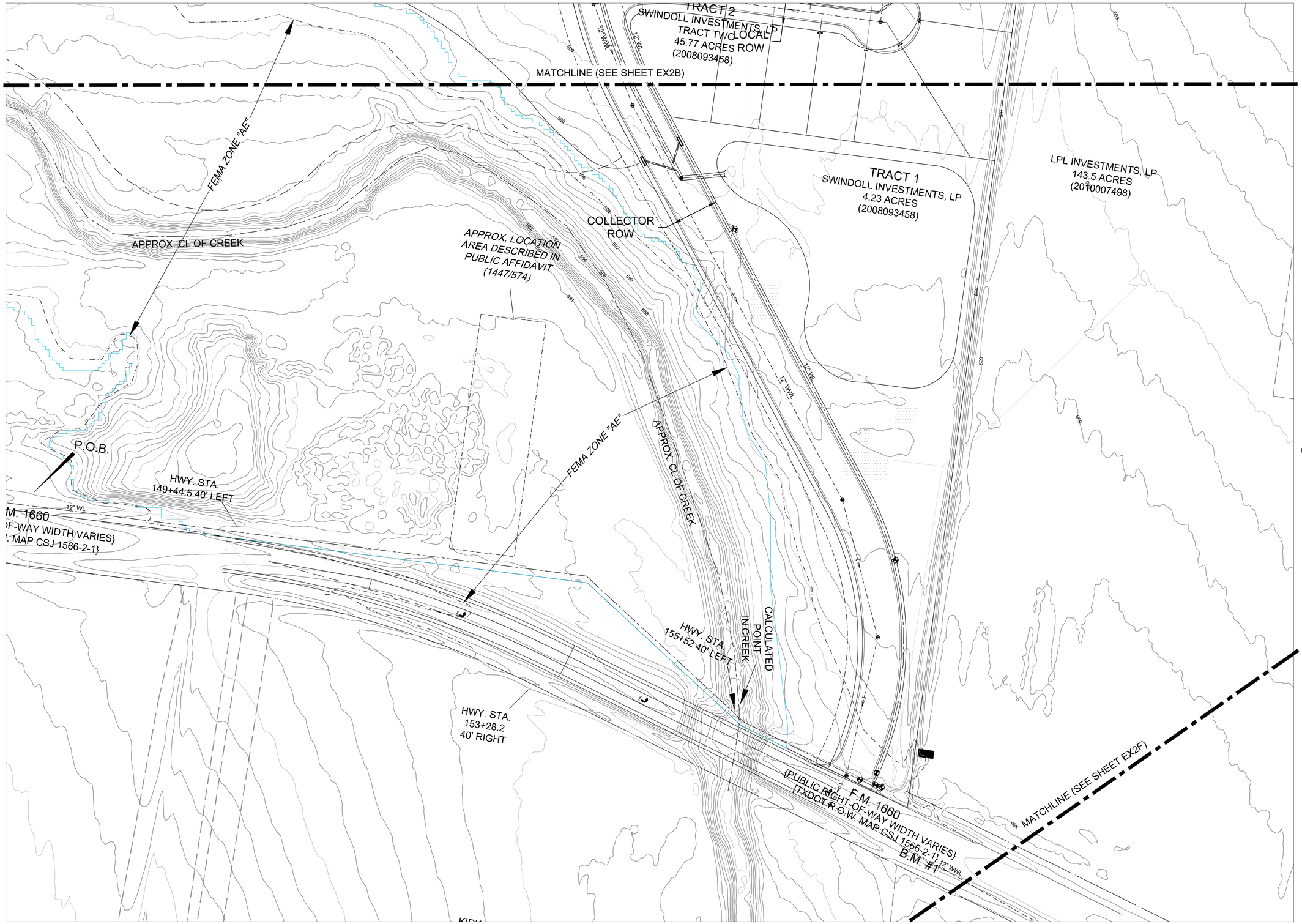
EX1-OVERALL PRELIMINARY LAYOUT

12/1/2021

This document released for the purposes of Utility Service Evaluation under the authority of T.W. Hoysa, PE 100072 on December 1, 2021. It is not to be used for construction, permitting, or other purposes.

EXHIBIT 2A-2F

Detailed Utility Layouts



NOTES:

1) ALL W/WW LINES ARE 8" EXCEPT AS NOTED.
2) STORM SEWER LINES CONCEPTUAL & SUBJECT TO CHANCE

LJA Engineering, Inc.
2700 La Frontera Blvd
Suite 150
Round Rock, TX 78681
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

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EX2A-UTILITY LAYOUT

12/1/2021

MATCHLINE (SEE SHEET EX2C)

LPL INVESTMENTS, LP
143.5 ACRES
(2010007498)

LOCAL ROW

LOCAL ROW

LOCAL ROW

COLLECTOR ROW

LOCAL ROW

LOCAL ROW

LOCAL ROW

12" WWL

12" WL

12" WWL

12" WL

TRACT 3
SWINDOLL INVESTMENTS, LP
TRACT THREE
34.17 ACRES
(2008093458)

100YR FEMA FLOODPLAIN

TRACT 2
SWINDOLL INVESTMENTS, LP
TRACT TWO
45.77 ACRES
(2008093458)

MATCHLINE (SEE SHEET EX2A)

N

0 50 100
1" = 50'

LEGEND:

- PROPOSED FIRE HYDRANT ASSEMBLY
- EXISTING FIRE HYDRANT
- PROPOSED GATE VALVE
- EXISTING GATE VALVE
- PROPOSED AIR RELEASE VALVE
- EXISTING AIR RELEASE VALVE
- PROPOSED PLUG OR CAP
- EXISTING PLUG OR CAP
- PROPOSED CLEAN OUT
- EXISTING CLEAN OUT
- PROPOSED WATER LINE
- PROPOSED WASTEWATER LINE AND MANHOLE
- PROPOSED STORM SEWER LINE AND MANHOLE
- EXISTING WATER LINE
- EXISTING WASTEWATER LINE AND MANHOLE
- EXISTING STORM SEWER LINE
- DOUBLE SANITARY SERVICE LEAD
- SINGLE SANITARY SERVICE LEAD
- DOUBLE WATER SERVICE LEAD
- SINGLE WATER SERVICE LEAD
- SINGLE WASTEWATER PRESSURE SERVICE LEAD

NOTES:

1) ALL W/WW LINES ARE 8" EXCEPT AS NOTED.
2) STORM SEWER LINES CONCEPTUAL & SUBJECT TO CHANCE

LJA Engineering, Inc.
2700 La Frontera Blvd
Suite 150
Round Rock, TX 78681
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

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EX2B-UTILITY LAYOUT

12/1/2021

N

0 50 100

1" = 50'

LEGEND:

- PROPOSED FIRE HYDRANT ASSEMBLY
- EXISTING FIRE HYDRANT
- PROPOSED GATE VALVE
- EXISTING GATE VALVE
- PROPOSED AIR RELEASE VALVE
- EXISTING AIR RELEASE VALVE
- PROPOSED PLUG OR CAP
- EXISTING PLUG OR CAP
- PROPOSED CLEAN OUT
- EXISTING CLEAN OUT
- PROPOSED WATER LINE
- PROPOSED WASTEWATER LINE AND MANHOLE
- PROPOSED STORM SEWER LINE AND MANHOLE
- EXISTING WATER LINE
- EXISTING WASTEWATER LINE AND MANHOLE
- EXISTING STORM SEWER LINE
- DOUBLE SANITARY SERVICE LEAD
- SINGLE SANITARY SERVICE LEAD
- DOUBLE WATER SERVICE LEAD
- SINGLE WATER SERVICE LEAD
- SINGLE WASTEWATER PRESSURE SERVICE LEAD

NOTES:

1) ALL W/WW LINES ARE 8" EXCEPT AS NOTED.
2) STORM SEWER LINES CONCEPTUAL & SUBJECT TO CHANCE

LJA Engineering, Inc.
2700 La Frontera Blvd
Suite 150
Round Rock, TX 78681
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

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EX2C-UTILITY LAYOUT

12/1/2021

MATCHLINE (SEE SHEET EX2E)

30' PIPELINE ESMT. (20151016777)

PIPELINE EASEMENT

30' PIPELINE ESMT. (20151016777)

LOCAL ROW

8" WL

8" WWL

LOCAL ROW

LOCAL ROW

LOCAL ROW

LOCAL ROW

COLLECTOR ROW

LOCAL ROW

8" WWL

12" WL

MATCHLINE (SEE SHEET EX2C)

N

0 50 100

1" = 50'

LEGEND:

- PROPOSED FIRE HYDRANT ASSEMBLY
- EXISTING FIRE HYDRANT
- PROPOSED GATE VALVE
- EXISTING GATE VALVE
- PROPOSED AIR RELEASE VALVE
- EXISTING AIR RELEASE VALVE
- PROPOSED PLUG OR CAP
- EXISTING PLUG OR CAP
- PROPOSED CLEAN OUT
- EXISTING CLEAN OUT
- PROPOSED WATER LINE
- PROPOSED WASTEWATER LINE AND MANHOLE
- PROPOSED STORM SEWER LINE AND MANHOLE
- EXISTING WATER LINE
- EXISTING WASTEWATER LINE AND MANHOLE
- EXISTING STORM SEWER LINE
- DOUBLE SANITARY SERVICE LEAD
- SINGLE SANITARY SERVICE LEAD
- DOUBLE WATER SERVICE LEAD
- SINGLE WATER SERVICE LEAD
- SINGLE WASTEWATER PRESSURE SERVICE LEAD

NOTES:

1) ALL W/WW LINES ARE 8" EXCEPT AS NOTED.
2) STORM SEWER LINES CONCEPTUAL & SUBJECT TO CHANCE

LJA Engineering, Inc.
2700 La Frontera Blvd
Suite 150
Round Rock, TX 78681
Phone 512.439.4700
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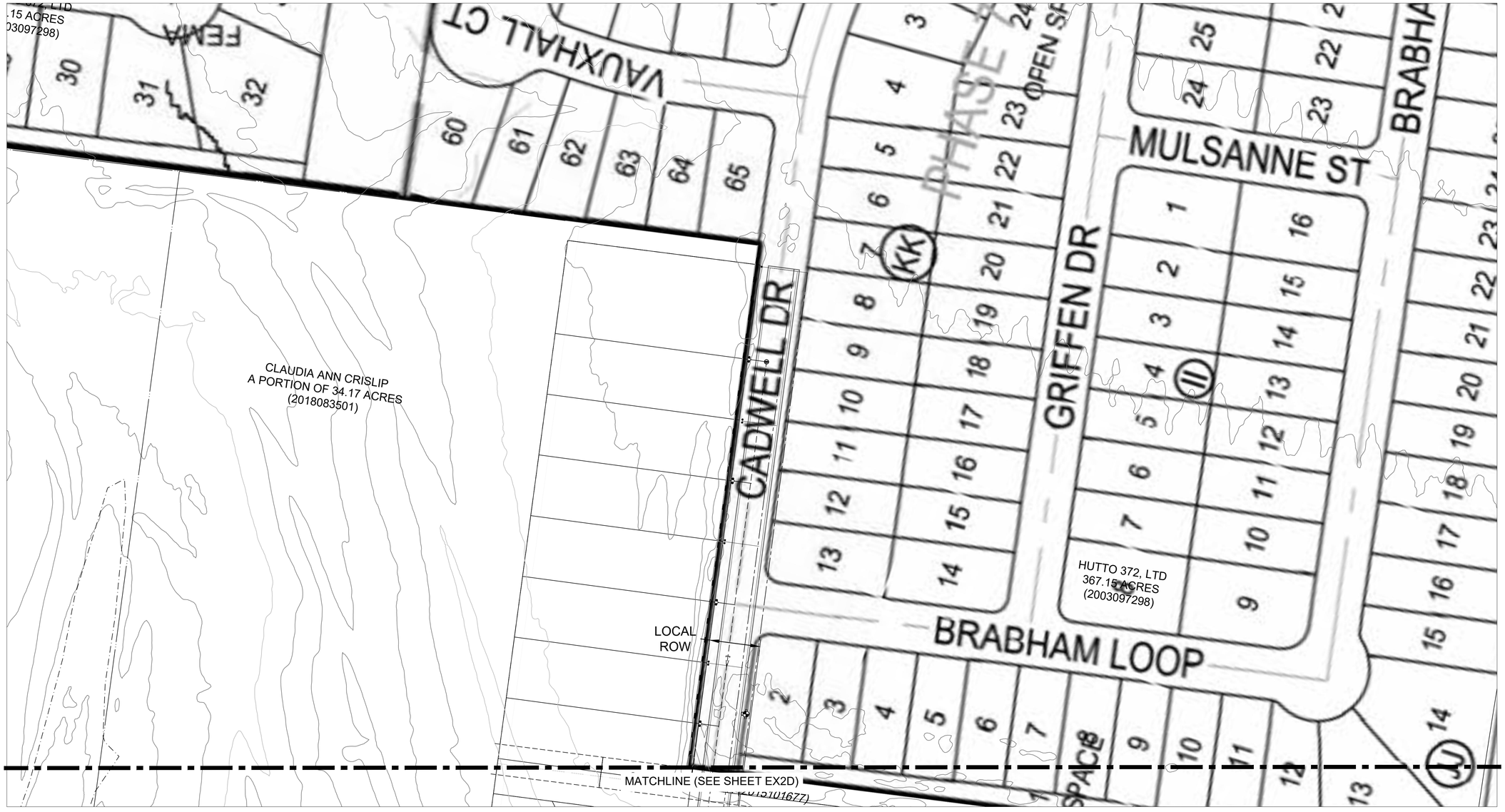
EX2D-UTILITY LAYOUT

12/1/2021



N

0 50 100

1" = 50'

LEGEND:

- PROPOSED FIRE HYDRANT ASSEMBLY
- EXISTING FIRE HYDRANT
- PROPOSED GATE VALVE
- EXISTING GATE VALVE
- PROPOSED AIR RELEASE VALVE
- EXISTING AIR RELEASE VALVE
- PROPOSED PLUG OR CAP
- EXISTING PLUG OR CAP
- PROPOSED CLEAN OUT
- EXISTING CLEAN OUT
- PROPOSED WATER LINE
- PROPOSED WASTEWATER LINE AND MANHOLE
- PROPOSED STORM SEWER LINE AND MANHOLE
- EXISTING WATER LINE
- EXISTING WASTEWATER LINE AND MANHOLE
- EXISTING STORM SEWER LINE
- DOUBLE SANITARY SERVICE LEAD
- SINGLE SANITARY SERVICE LEAD
- DOUBLE WATER SERVICE LEAD
- SINGLE WATER SERVICE LEAD
- SINGLE WASTEWATER PRESSURE SERVICE LEAD

NOTES:

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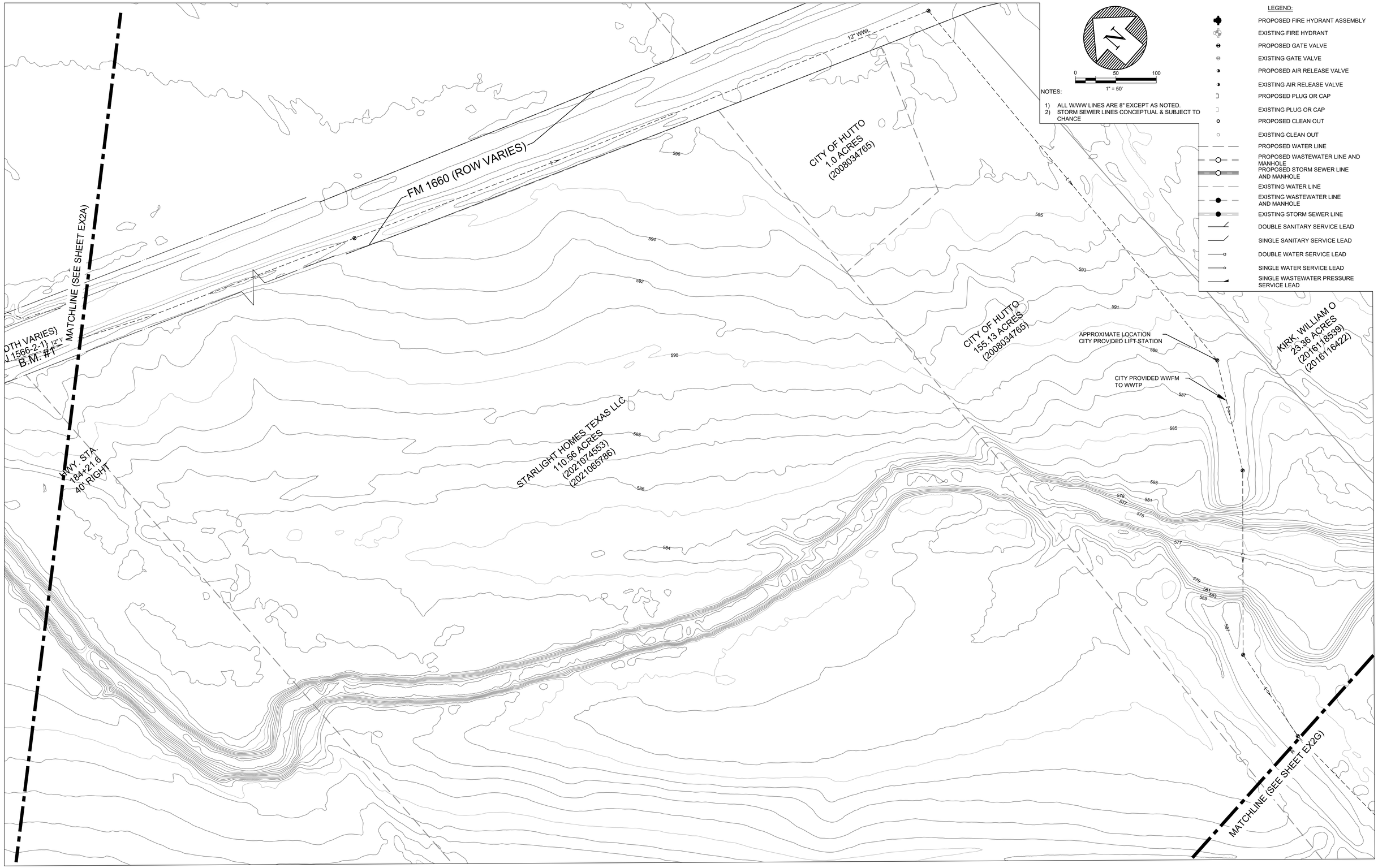
EX2E-UTILITY LAYOUT
12/1/2021



N

0 50 100

1" = 50'

NOTES:

1) ALL W/WW LINES ARE 8" EXCEPT AS NOTED.
2) STORM SEWER LINES CONCEPTUAL & SUBJECT TO CHANGE

LEGEND:

- PROPOSED FIRE HYDRANT ASSEMBLY
- EXISTING FIRE HYDRANT
- PROPOSED GATE VALVE
- EXISTING GATE VALVE
- PROPOSED AIR RELEASE VALVE
- EXISTING AIR RELEASE VALVE
- PROPOSED PLUG OR CAP
- EXISTING PLUG OR CAP
- PROPOSED CLEAN OUT
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- PROPOSED WATER LINE
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- EXISTING WATER LINE
- EXISTING WASTEWATER LINE AND MANHOLE
- EXISTING STORM SEWER LINE
- DOUBLE SANITARY SERVICE LEAD
- SINGLE SANITARY SERVICE LEAD
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EX2F-UTILITY LAYOUT

12/1/2021

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EX2G-UTILITY LAYOUT

12/1/2021

EXHIBIT 3

SER Calculations

EXHIBIT 3

Meadowbrook
WATER AND WASTEWATER FLOW REQUIREMENTS

SUMMARY
As of January 3, 2022

Meadowbrook	
Total LUEs	494
Wastewater	
Average Day Flow	96.1 gpm
Inflow & Infiltration	35.9 gpm
Peak Dry Weather Flow (Qpdwf)	349.1 gpm
Peak Wet Weather Flow (Qpwwf)	385 gpm
Minimum Flow (Qmin)	20.5 gpm
Water	
Average Day Demand	240.1 gpm
Peak Day Demand	636.4 gpm
Peak Hour Demand	1080.6 gpm
Fire Flow	
Sprinkled Maximum	1,500 gpm (2 hours)

See attached sheets for calculations and assumptions.

TOTAL LUE SUMMARY			
Building Type	**Quantity**	***LUE Weighting**	**Total LUEs**
Single Family	494 units	1.0 LUE per unit	494
Multi - Family	units	0.7 LUE per unit	0
Retail	0 ft^2	1,660 ft^2 per LUE	0
Restaurant	0 ft^2	200 ft^2 per LUE	0

*per Hutto guidance document

Total LUE = 494

G:\A615-1001 Swindoll Property\PERMITTING\SER\WWW Flow Requirements - SER Calculations.docx

GIVEN:
Total LUEs required = 494 LUEs

ASSUME:
- City of RR DAC capacity requirements (W = UCM §1.7.2.A; WW = UCM §1.7.3.A.)
- Wastewater Drainage Area ≈ 69 acres (for I & I)
- Each LUE = 3.5 persons

FIND:
Required wastewater flow per UCM 1.7.3.A

1. Average Daily Flow = $\frac{280\ gpd}{LUE} \times 494\ LUE \times \frac{day}{1440 min} = \mathbf{96.1\ gpm = Avg\ Day\ Flow}$

2. Industrial Flows = not applicable

3. I&I = $\frac{750^{gal}/_{day}}{acre} \times 69\ acre \times \frac{day}{1440\ min} = \mathbf{35.9\ gpm = I\&I}$

4. Peak Dry Weather Flow

$$Q\_pdwf = \frac{18 + \sqrt{0.018F}}{4 + \sqrt{0.018F}} \times F$$

$$F = \frac{80\ ^{gal}/_{person}}{day} \cdot \frac{day}{1440m} \times \frac{3.5\ person}{LUE} \times 494\ LUE = \mathbf{96.05\ gpm}$$

$$\sqrt{0.018F} = 1.314$$

$$\boldsymbol{Q_{pdwf} = 349.06\ gpm}$$

5. Peak Wet Weather Flow = Peak Dry Weather Flow + I&I

$$\boldsymbol{Q_{pwwf}} = 349.06\ gpm + 35.9\ gpm = \mathbf{384.96\ gpm}$$

6. Minimum Flow

$$\boldsymbol{Q_{min}} = [0.2 \times (0.0144 \times F)^{0.198}] \times F = \mathbf{20.484\ gpm}$$

FIND:
Required Water Flows per UCM 1.7.2.A.1.

1.b Avg Daily Demand = $\frac{200\ ^{gal}/_{person}}{day} \cdot \frac{day}{1440\ min} \cdot 494\ LUE \cdot \frac{3.5\ person}{LUE} = \mathbf{240.14\ gpm = Avg\ Day}$

1.c Peak Day Demand = $\frac{530\ gal/person}{day} \cdot \frac{day}{1440\ min} \cdot 494\ LUE \cdot \frac{3.5\ person}{LUE} = \mathbf{636.37\ gpm = Peak\ Day}$

1.d Peak Hour Demand = $\frac{900\ gal/person}{day} \cdot \frac{day}{1440\ min} \cdot 494\ LUE \cdot \frac{3.5\ person}{LUE} = \mathbf{1080.63\ gpm = Peak\ Hr}$

Fire Flow Requirements per International Fire Code (IFC 2015) Table B105.1

Development	Existing or Proposed Structure	Sq. Ft.	Construction Type (assumed)	*Fire Flow	*May be Reduced up to 50%
Single-Family	Proposed	<3,500	Type IIB	1,000 gpm for 1 hours	1000 gpm with sprinkling for 1 hours
Town Home	Proposed	3875	Type IIB	1500 gpm for 2 hours	1500 gpm with sprinkling for 2 hours

*Capacity measured at 20 psi

AGENDA ITEM REPORT
9.2.

To:	City Council
Subject:	Conduct a public hearing and consider possible action on Ordinance No. O-2023-080 approving the Annexation of the Meadow Brook Tract, 87.8 acres, more or less, of land, and to Establish the Base Zoning as Single Family (SF-2) and Commercial (B-2) located off FM1660S (First Reading) (Ashley Bailey)
Meeting:	Thursday, December 7, 2023
Department:	Development Services /
Staff Contact:	Ashley Bailey

BACKGROUND INFORMATION:

This is a voluntary annexation request. The annexation request is presented to City Council after the Service Extension Request approval by City staff and after Council consideration and possible action on approving the Municipal Services Agreement for the property, as required by state law.

SUMMARY OF REQUEST:

All properties are contiguous to existing city limits and the annexation is in conformance with all annexation laws.

All properties, upon annexation, are zoned in conformance with the Future Land Use Map. This tract will be zoned Planned Unit Development (PUD) with the base zoning of Single Family (SF-2) and Commercial (B-2) in substantial conformance with the Neighborhood Activity Center land use designation. The Neighborhood Activity Center allows a combination of diverse residential and nonresidential uses in a compact, neighborhood scale design to create a walkable environment.

STAFF REVIEW:

Staff recommends approval of the voluntary annexation request.

FISCAL NOTES:

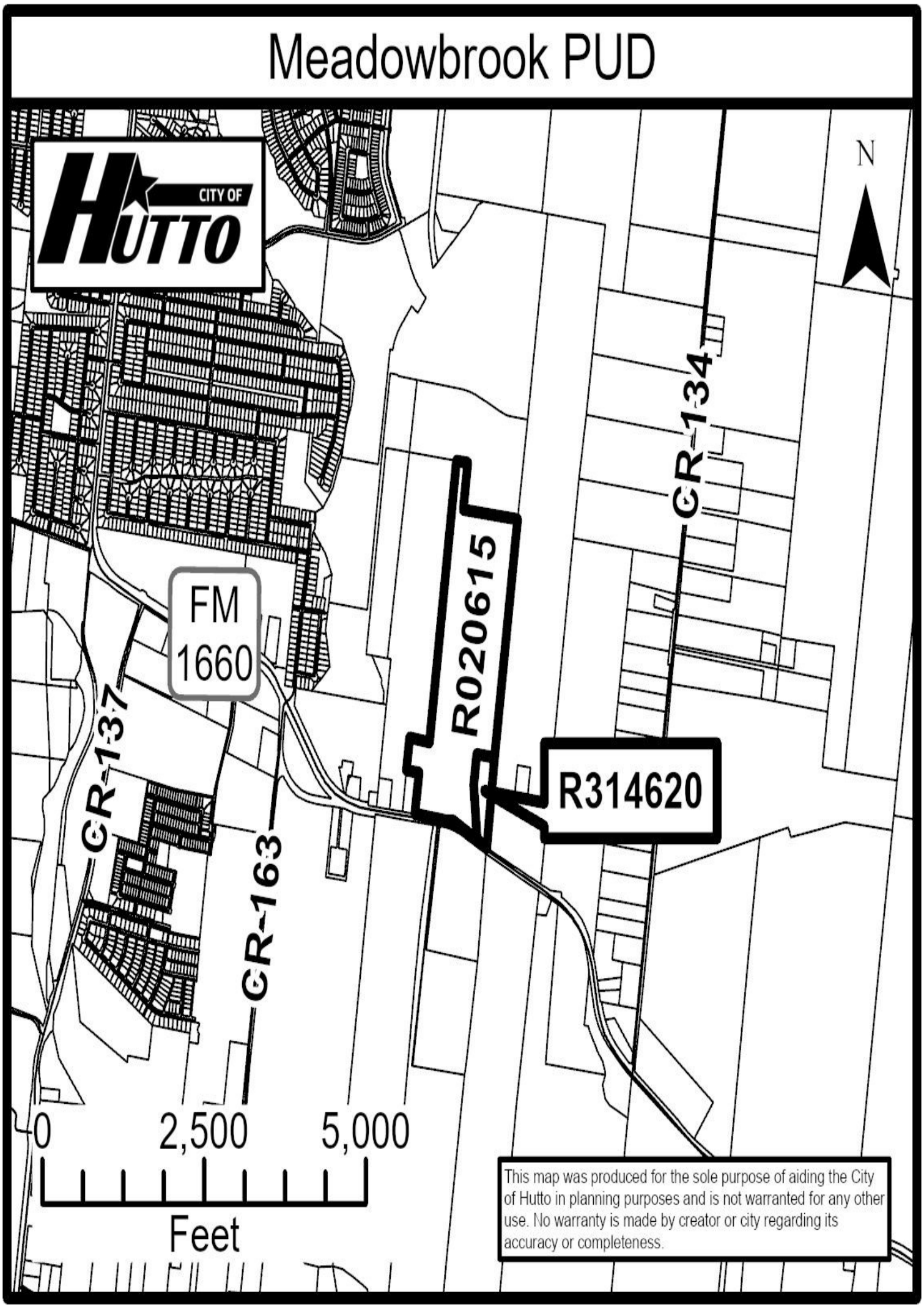
No fiscal impact from conducting public hearing. Annexation will allow assessment and collection of taxes and fees.

ATTACHMENTS:

1. Location Map
2. Meadow Brook Annexation Ordinance O-2023-080

3. MSP Meadow Brook

Meadowbrook PUD



ORDINANCE NO. O-2023-080

AN ORDINANCE ANNEXING CERTAIN HEREINAFTER DESCRIBED ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF HUTTO, TEXAS, TO WIT: 87.834 ACRES, MORE OR LESS, OF LAND, DESCRIBED IN EXHIBIT "A", ALL OF SAID PROPERTY BEING SITUATED IN WILLIAMSON COUNTY, TEXAS, AND ALL ADJACENT ROADWAYS BEING FOR ANNEXATION; EXTENDING THE BOUNDARY LIMITS OF HUTTO SO AS TO INCLUDE SAID PROPERTY WITHIN HUTTO'S CITY LIMITS; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH PROPERTY SHALL BECOME A PART OF THE CITY OF HUTTO AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY NOW IN EFFECT AND THOSE WHICH ARE HEREINAFTER ADOPTED; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

WHEREAS, the City of Hutto, Texas (the "City"), is a duly constituted home-rule municipality and, as such, is authorized to annex territory subject to the laws of the State of Texas and subject to its Charter; and

WHEREAS, the MB Hutto, LLC (the "Developer") the owners of the tracts of land containing 87.834 acres, more or less, of land in the extraterritorial jurisdiction ("ETJ") of the City, being out of the James Hickman Survey, Abstract No. 291 in Williamson County, Texas (the "Property"), and being more particularly described in **Exhibit "A"** attached hereto and made part hereof by reference for all purposes, have petitioned the City Council in writing to annex the Property; and

WHEREAS, the procedures prescribed by the Charter of the City of Hutto, the City of Hutto Unified Development Code ("UDC"), and the applicable laws of the State of Texas have been duly followed with respect to the Property; and

WHEREAS, pursuant to Section 43.0672, Texas Local Government Code, the City and the owners of the land have negotiated to enter into the municipal services agreement, a copy of which is attached as **Exhibit "B"**, for provision of services in the area to be annexed, and such agreement lists each service the City will provide on the effective date of the annexation and includes a schedule that includes the period within which the City will provide each service that is not provided on the effective date of the annexation; and

WHEREAS, after considering the public testimony received at each hearing, the City Council of the City of Hutto determines that the annexation and initial zoning requests for the Property are proper in all respects, the requests are consistent with the comprehensive plan and community, neighborhood and other applicable land use and development plans, the Property is in the City's ETJ, the Property does not currently have any UDC or Williamson County code violations, the annexation request conforms to state law, and approving the annexation and initial zoning requests is in the best interests of the community and its citizens, that the requests; and

WHEREAS, and every requirement set forth in Chapter 211, Sub-Chapter A, Texas Local Government Code, concerning public notices, hearings, and other procedural matters has been fully complied with; and

WHEREAS, the City finds that the designation of the zoning for the Property as SF-2 (Single-Family) Zoning District and B-2 (General Commercial) is in accordance with the City's comprehensive plan and the Future Land Use Map for the area; and

WHEREAS, the City Council of the City of Hutto determines that the Property for annexation which is more fully described in **Exhibit "A"** should become annexed.

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

SECTION 1.

All of the above recitations are found to be true and correct and are incorporated into the body of this ordinance.

SECTION 2.

The Property described in the attached **Exhibit "A"**, together with adjacent roadways, be and is hereby annexed and brought within the corporate city limits of the City of Hutto, Texas, and the same is hereby made an integral part hereof; and that the boundary limits of the City of Hutto by the same are hereby extended to include the above described territory within the city limits of the City of Hutto, and the same shall hereinafter be included within the territorial limits of the City of Hutto, Texas and designated SF-2 (Single-Family) Zoning District and B-2 (General Commercial)Zoning District.

SECTION 3.

Upon annexation the Property and its residents and future residents are hereby and shall be entitled to all rights and privileges of other citizens of the City of Hutto, and are hereby and shall be bound by all acts, ordinances, resolutions and regulations of the City, and all other legal actions now in full force and effect and all those which may be hereafter adopted by the City. The Property shall be used only in the manner and for the purposes provided for by the Hutto Unified Development Code and the Hutto City Code, as may be amended, and violations of this ordinance may be enforced as allowed by state law, the Hutto Unified Development Code and the Hutto City Code, as may be amended.

SECTION 4.

The appropriate city official of the City of Hutto is hereby directed and authorized to perform or cause to be performed as required by law all acts necessary to correct the official maps and boundaries of the City of Hutto so as to include the aforementioned territory hereby annexed as part of the City of Hutto, Texas, designated as SF-2 (Single-Family) Zoning District and B-2 (General Commercial) Zoning District.

SECTION 5.

The City Secretary is hereby directed and authorized to:

A. file a certified copy of this ordinance in the Office of the County Clerk of Williamson County, Texas;
B. send by United States registered or certified mail to the Texas Comptroller of the Public Accounts a certified copy of this ordinance and a map clearly showing the added territory; and
C. to notify the Williamson County Appraisal District office of the new city boundaries within 30 days of effective date of this ordinance.

SECTION 6.

If a court of competent jurisdiction holds that any section, subsection, sentence, phrase, or word of this ordinance is illegal, invalid or unconstitutional or if any portion of said Property is incapable of being annexed by the City, for any reason whatsoever, the adjudication shall not affect any other section, sentence, phrase, word, paragraph or provision of this ordinance or the application of any other section, sentence, phrase or provision of any other ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this ordinance and would have annexed the valid Property without the invalid part, and to this end the provisions of this ordinance are declared to be severable.

SECTION 7.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are hereby expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

C. That 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 thereof were discussed, considered, and formerly acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION 8.

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

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

CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Angela Lewis, City Secretary

EXHIBIT A

Survey
(including legal property description)

EXHIBIT B

Municipal Services Agreement

RESOLUTION NO. R-2023-

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING A MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF HUTTO, TEXAS, AND MB HUTTO, LLC REGARDING THE PROPOSED ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF HUTTO, TEXAS, TO WIT: 87.834 ACRES, MORE OR LESS, OF LAND DESCRIBED IN EXHIBIT "A", ALL OF SAID PROPERTY BEING SITUATED IN WILLIAMSON COUNTY, TEXAS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING PROPER NOTICE & MEETING, AND AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Texas ("City"), is a duly constituted home-rule municipality and, as such, is authorized to annex territory subject to the laws of the State of Texas and subject to its Charter; and

WHEREAS, the MB Hutto, LLC (the "Developer") the owners of the tracts of land containing 87.834 acres, more or less, of land in the extraterritorial jurisdiction ("ETJ") of the City, being out of the James Hickman Survey, Abstract No. 291 in Williamson County, Texas (the "Property"), and being more particularly described in **Exhibit "A"** attached hereto and made part hereof by reference for all purposes, have petitioned the City Council in writing to annex the Property; and

WHEREAS, pursuant to Section 43.0672, Texas Local Government Code, for the City to elect to annex the Property, the City and the owners of the land must first negotiate and enter into a municipal services agreement for provision of services in the area to be annexed, and such agreement must list each service the City will provide on the effective date of the annexation and include a schedule that includes the period within which the City will provide each service that is not provided on the effective date of the annexation; and

WHEREAS, the City and the owners have negotiated such a municipal services agreement and the City Council desires to authorize the City Manager to execute the municipal services agreement with the owners of the Property ("Agreement"), a copy of which is attached as **Exhibit "B"**.

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, a copy of same being attached hereto as **Exhibit "B"** 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 ___ day of _____, 2023.

_____
Mike Snyder, Mayor

ATTEST:

_____
Angela Lewis, City Secretary

Exhibit "A"
Survey
(including property description)

Exhibit "B"
Municipal Services Agreement

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

87.834 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 87.834 ACRES (APPROXIMATELY 3,826,046 SQ. FT.) IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 4.23 ACRE TRACT (TRACT 1), ALL OF A 45.77 ACRE TRACT (TRACT 2), ALL OF A 34.17 ACRE TRACT (TRACT 3) AND ALL OF A 3.735 ACRE TRACT (TRACT 4) CONVEYED TO SWINDOLL INVESTMENTS, LP IN A SPECIAL WARRANTY DEED EXECUTED DECEMBER 15, 2008 AND RECORDED IN DOCUMENT NO. 2008093458 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 87.834 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the north right-of-way line of F.M. 1660 (right-of-way width varies) as shown on TXDOT right-of-way map Control No. 1556 – Section No. 2 – Job No. 1, being the southwest corner of the said Swindoll Investments 34.17 acre tract, being the southeast corner of the said 3.735 acre tract;

THENCE North 82°47'48" West with the north right-of-way line of F.M. 1660 and the south line of the said 3.735 acre tract, a distance of 112.14 feet to a calculated point for a southwest corner of the said 3.735 acre tract, being the southeast corner of a 1.99 acre tract described in Document No. 2015076155 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar found, bears South 07°09'25" West, a distance of 0.66 feet and a concrete highway monument found in the north right-of-way line of F.M. 1660 at highway station 142+86.6, 40' left, bears North 82°47'48" West, a distance of 312.64 feet;

THENCE with the common line of the said 3.735 acre tract and the said 1.99 acre tract, the following two (2) courses and distances:

1. North 07°09'25" East, a distance of 455.34 feet to a 1/2" rebar with "Early Boundary" cap set for the northeast corner of the said 1.99 acre tract;

2. North 82°39'10" West, a distance of 192.08 feet to a 1/2" rebar with "Early Boundary" cap set for the northwest corner of the said 1.99 acre tract;

THENCE with the perimeter of the said 3.735 acre tract, the following two (2) courses and distances:

1. North 07°13'30" East, a distance of 363.22 feet to a 1/2" rebar with "Early Boundary" cap set for the northwest corner of the said 3.735 acre tract;

2. South 80°05'23" East, a distance of 310.92 feet to a 1/2" rebar with "Early Boundary" cap set for the northeast corner of the said 3.735 acre tract, being in the west line of the said Swindoll Investments 34.17 acre tract, being in the east line of a 34.17 acre tract conveyed to Claudia Ann Crislip in Document No. 2018083501 of the Official Public Records of Williamson County, Texas;

THENCE North 07°38'21" East with west line of the said Swindoll Investments 34.17 acre tract and the east line of the said Crislip 34.17 acre tract, a distance of 3102.82 feet to a 1/2" rebar with "Early Boundary" cap set for the northwest corner of the said Swindoll Investments 34.17 acre tract and the northeast corner of the said Crislip 34.17 acre tract, being also in the south line of a 367.15 acre tract described in Document No. 2003097298 of the Official Public Records of Williamson County, Texas, from which a 5/8" rebar found for an angle point in the south line of the said 367.15 acre tract, being the northwest corner of a 50.00 acre tract described in Document No. 2018083501 of the Official Public Records of Williamson County, Texas, bears North 82°43'53" West, a distance of 1098.11 feet and an additional 1/2" rebar found, bears South 89°07'36" East, a distance of 4.99 feet;

THENCE with the common line of the said Swindoll Investments 34.17 acre tract, the said 45.77 acre tract and the said 367.15 acre tract, the following three (3) courses and distances:

1. South 82°43'53" East, a distance of 190.02 feet to a 5/8" rebar found;

2. South 07°39'24" West, a distance of 516.71 feet to a 5/8" rebar found;

3. South 82°47'33" East, a distance of 849.03 feet to a 1/2" rebar found for the northeast corner of the said 45.77 acre tract, being in the west line of a 143.5 acre tract described in Document No. 2010007498 of the Official Public Records of Williamson County, Texas;

THENCE South 07°41'20" West with the east line of the said 45.77 acre tract and the west line of the said 143.5 acre tract, a distance of 2631.49 feet to a calculated point for a southeast corner of the said 45.77 acre tract, being the northeast corner of the said 4.23 acre tract, from which a 5/8" rebar found for the northwest corner of the said 4.23 acre tract, being an angle point in the south line of the said 45.77 acre tract, bears North 82°16'16" West, a distance of 216.00 feet;

THENCE South 07°41'20" West with the east line of the said 4.23 acre tract and the west line of the said 143.5 acre tract, a distance of 968.04 feet to a calculated point north right-of-way line of F.M. 1660, being the southeast corner of the said 4.23 acre tract, being also the southwest corner of the said 143.5 acre tract, from which a mag nail with washer set for reference in the centerline of a concrete ditch, bears South 07°41'20" West, a distance of 8.31 feet;

THENCE with the north right-of-way line of F.M. 1660, the south line of the said 4.23 acre tract and the south line of the said 45.77 acre tract, the following three (3) courses and distances:

1. North 63°38'49" West, a distance of 211.52 feet to a calculated point in a creek;

2. North 47°09'31" West, a distance of 240.10 feet to a concrete highway monument found, from which a concrete highway monument found in the south right-of-way line of F.M. 1660 at highway station 153+28.2, 40' right, bears South 23°57'59" West, a distance of 148.27 feet;

3. North 82°47'48" West, a distance of 231.38 feet to a calculated point, from which a 1/2" rebar found, bears North 07°41'20" East, a distance of 0.19 feet;

THENCE with the north right-of-way line of F.M. 1660 and the south line of the said Swindoll Investments 34.17 acre tract, the following two (2) courses and distances:

1. North 82°47'48" West, a distance of 174.52 feet to a concrete highway monument found at highway station 149+44.5, 40' left;

2. North 82°47'48" West, a distance of 233.33 feet to the **POINT OF BEGINNING**, containing an area of 87.834 acres, more or less.

Surveyed on the ground on December 15, 2020

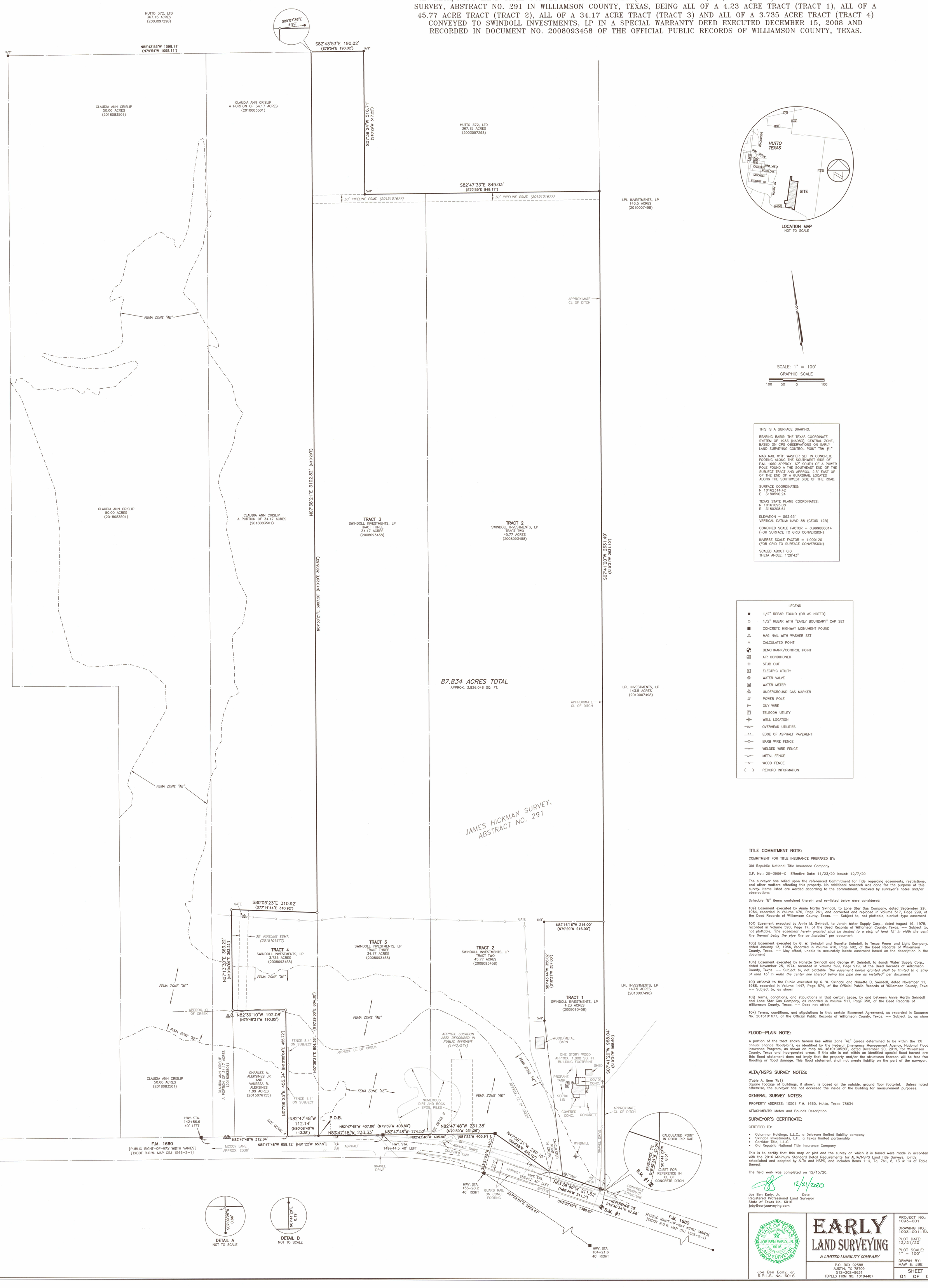
Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-001-BASE

12/21/2020

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016

AN ALTA/NSPS LAND TITLE SURVEY OF 87.834 ACRES (APPROXIMATELY 3,826,046 SQ. FT.) IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 4.23 ACRE TRACT (TRACT 1), ALL OF A 45.77 ACRE TRACT (TRACT 2), ALL OF A 34.17 ACRE TRACT (TRACT 3) AND ALL OF A 3.735 ACRE TRACT (TRACT 4) CONVEYED TO SWINDOLL INVESTMENTS, LP IN A SPECIAL WARRANTY DEED EXECUTED DECEMBER 15, 2008 AND RECORDED IN DOCUMENT NO. 2008093458 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



LOCATION MAP
NOT TO SCALE

SCALE: 1" = 100'

GRAPHIC SCALE
100 50 0 100

THIS IS A SURFACE DRAWING.

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS OBSERVATIONS ON EARLY LAND SURVEYING CONTROL POINT "BM #1"

MAG NAIL WITH WASHER SET IN CONCRETE FOOTING ALONG THE SOUTHWEST SIDE OF F.M. 1660 APPROX. 67' SOUTH OF A POWER POLE FOUND A THE SOUTHEAST END OF THE SUBJECT TRACT AND APPROX. 2.5' EAST OF OF THE END OF A GUARDRAIL LOCATED ALONG THE SOUTHWEST SIDE OF THE ROAD.

SURFACE COORDINATES:
N 10162314.42
E 3180590.24

TEXAS STATE PLANE COORDINATES:
N 10161095.08
E 3180208.61

ELEVATION = 593.93'
VERTICAL DATUM: NAVD 88 (GEOID 12B)

COMBINED SCALE FACTOR = 0.999880014
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000120
(FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0,0
THETA ANGLE: 1°26'43"

LEGEND

●	1/2" REBAR FOUND (OR AS NOTED)
○	1/2" REBAR WITH "EARLY BOUNDARY" CAP SET
■	CONCRETE HIGHWAY MONUMENT FOUND
△	MAG NAIL WITH WASHER SET
▵	CALCULATED POINT
✠	BENCHMARK/CONTROL POINT
AC	AIR CONDITIONER
⊙	STUB OUT
E	ELECTRIC UTILITY
⊗	WATER VALVE
W	WATER METER
⚠	UNDERGROUND GAS MARKER
⌀	POWER POLE
⟵	GUY WIRE
T	TELECOM UTILITY
⌖	WELL LOCATION
—OU—	OVERHEAD UTILITIES
___//___	EDGE OF ASPHALT PAVEMENT
—X—	BARB WIRE FENCE
—o—	WELDED WIRE FENCE
—///—	METAL FENCE
—//—	WOOD FENCE
( )	RECORD INFORMATION

TITLE COMMITMENT NOTE:

COMMITMENT FOR TITLE INSURANCE PREPARED BY:

Old Republic National Title Insurance Company

G.F. No.: 20-3906-C Effective Date: 11/23/20 Issued: 12/7/20

The surveyor has relied upon the referenced Commitment for Title regarding easements, restrictions, and other matters affecting this property. No additional research was done for the purpose of this survey. Items listed are worded according to the commitment, followed by surveyor's notes and/or observations.

Schedule "B" items contained therein and re-listed below were considered:

10e) Easement executed by Annie Martin Swindoll, to Lone Star Gas Company, dated September 29, 1964, recorded in Volume 476, Page 261, and corrected and replaced in Volume 517, Page 299, of the Deed Records of Williamson County, Texas. -- Subject to, not plottable, blanket-type easement

10f) Easement executed by Annie M. Swindoll, to Jonah Water Supply Corp., dated August 19, 1978, recorded in Volume 598, Page 17, of the Deed Records of Williamson County, Texas. -- Subject to, not plottable, *"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"* per document

10g) Easement executed by G. W. Swindoll and Nanette Swindoll, to Texas Power and Light Company, dated January 13, 1956, recorded in Volume 410, Page 602, of the Deed Records of Williamson County, Texas. -- May affect, unable to accurately locate easement based on the description in the document

10h) Easement executed by Nanette Swindoll and George W. Swindoll, to Jonah Water Supply Corp., dated November 25, 1974, recorded in Volume 599, Page 919, of the Deed Records of Williamson County, Texas. -- Subject to, not plottable *"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"* per document

10i) Affidavit to the Public executed by G. W. Swindoll and Nanette B. Swindoll, dated November 11, 1986, recorded in Volume 1447, Page 574, of the Official Public Records of Williamson County, Texas. -- Subject to, as shown

10j) Terms, conditions, and stipulations in that certain Lease, by and between Annie Martin Swindoll and Lone Star Gas Company, as recorded in Volume 517, Page 358, of the Deed Records of Williamson County, Texas. -- Does not affect

10k) Terms, conditions, and stipulations in that certain Easement Agreement, as recorded in Document No. 2015101677, of the Official Public Records of Williamson County, Texas. -- Subject to, as shown

FLOOD-PLAIN NOTE:

A portion of the tract shown hereon lies within Zone "AE" (areas determined to be within the 1% annual chance floodplain), as identified by the Federal Emergency Management Agency, National Flood Insurance Program, as shown on map no. 48491C0520F, dated December 20, 2019, for Williamson County, Texas and incorporated areas. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This flood statement shall not create liability on the part of the surveyor.

ALTA/NSPS SURVEY NOTES:

(Table A, Item 7b1)
Square footage of buildings, if shown, is based on the outside, ground floor footprint. Unless noted otherwise, the surveyor has not accessed the inside of the building for measurement purposes.

GENERAL SURVEY NOTES:

PROPERTY ADDRESS: 10501 F.M. 1660, Hutto, Texas 78634

ATTACHMENTS: Metes and Bounds Description

SURVEYOR'S CERTIFICATE:

CERTIFIED TO:

- Columnar Holdings, L.L.C., a Delaware limited liability company
- Swindoll Investments, L.P., a Texas limited partnership
- Corridor Title, L.L.C.
- Old Republic National Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1-4, 7a, 7b1, 8, 13 & 14 of Table A thereof.

The field work was completed on 12/15/20.

12/21/2020

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016
joby@earlysurveying.com

STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR

Joe Ben Early, Jr.
R.P.L.S. No. 6016

EARLY
LAND SURVEYING
A LIMITED LIABILITY COMPANY

P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

PROJECT NO.: 1093-001
DRAWING NO.: 1093-001-BASE
PLOT DATE: 12/21/20
PLOT SCALE: 1" = 100'
DRAWN BY: MAW & JBE
SHEET 01 OF 01

Mayor
Mike Snyder

Mayor Pro Tem
Dan Thornton

Council Members
Robin Sutton, Place 1
Dan Thornton, Place 2
Randal Clark, Place 3
Peter Gordon, Place 4
Krystal Kinsey, Place 5
Amberley Kolar, Place 6

City Manager
James R Earp, CPM

April 25, 2023
Mr. Walter Hoysa
2700 La Frontera Blvd. #150
Round Rock, Texas 78681

RE: Meadowbrook
Service Extension Request – Water and Wastewater Utilities

Dear Mr. Hoysa,

Thank you for your interest in developing in the City of Hutto. We have reviewed your Service Extension Request for water and wastewater utility service.

In order for the City of Hutto to provide water and wastewater service to your proposed development, the requirements listed in the attached SER responses must be addressed.

We appreciate your patience as we are working to address the needs of your development while planning for future growth. Please feel free to contact me at (512) 759-4025 or email Matt.Rector@HuttoTX.gov with any questions.

Sincerely,

Matt Rector
City Engineer

APPROVED

Attachments:
Water and Wastewater SER Response
SER Application

TECHNICAL MEMORANDUM

FREESE AND NICHOLS

Innovative approaches
Practical results
Outstanding service

10431 Morado Circle, Suite 300 + Austin, Texas 78759 + 512-617-3100 + FAX 817-735-7491

www.freese.com

TO: Matt Rector, P.E., City of Hutto

FROM: Stephanie Neises, P.E., Freese and Nichols, Inc.
Dave Christiansen, P.E., Freese and Nichols, Inc.

SUBJECT: Service Extension Request Review – Meadowbrook

DATE: April 20, 2023

1.0 INTRODUCTION

The City of Hutto (City) tasked Freese and Nichols, Inc. (FNI) with reviewing the Meadowbrook Water Service Extension Request (SER). The purpose of the review is to verify water demand calculations and identify system improvements needed to extend water service to the proposed development. The following sections document FNI's review of the Meadowbrook SER and related information.

2.0 WATER DEMANDS

Table 1 provides a summary of the living unit equivalents (LUEs) and associated water demands for the Meadowbrook based on the City's Utility Criteria Manual for Water & Wastewater Design Standards.

Table 1: Water Demands

Living Unit Equivalents	479
Estimated Population (3.5 people/LUE)	1,677
Average Day Water Demand (200 gallons/person/day)	233 gpm
Maximum Day Water Demand (530 gallons/person/day)	617 gpm
Peak Hour Water Demand (900 gallons/person/day)	1,048 gpm
Fire Flow	1,500 gpm

3.0 SYSTEM IMPROVEMENTS

To provide water service to the Meadowbrook, it is required that a 12-inch line be extended along FM 1660 from the existing 16-inch water line along FM 1660 to connect to the planned 12-inch water line at entrance of the development as shown on **Figure 1**. The City may upsize both 12-inch water lines to provide adequate transmission capacity to facilitate other growth in the region. The line along FM 1660 may be upsized to a 16-inch water line, and the 12-inch water line running through the development may be upsized to a 24-inch water line. Although the development is planned to be constructed in three phases (as shown on the map included in **Appendix A**), the City may require the developer to construct the entirety of the 24-inch water line as part of Phase 1 to connect with other system improvements planned in the area. With the proposed water lines in service, this development will have access to 1,500 gpm of available fireflow and will experience static pressure ranging from 81 to 86 pounds per square inch (psi). Per the City's Utility Criteria Manual, any service connections with a static pressure above 80 psi will require individual pressure reducing valves on the owner's side of the water meter.

Currently, the City's water system does not have adequate capacity to serve new customers beyond those developments that have already been approved for water service by the City. The City and FNI have completed an expedited Water Master Plan Update, which included the development of a CIP, shown on **Figure 2**, that provides the City with a list of improvement projects to provide adequate capacity for future development including the Meadowbrook development. The following CIP projects (to be completed by the City) have been identified as necessary to serve this development:

- Secure additional short-term water supply – ongoing
- Project 3 – Frame Switch Pump Station Expansion – Estimated completion date of June 2024
- Project 1 – Frame Switch Discharge Water Lines – Estimated completion date of June 2024
- Project 5 – County Road 132 South Water Line – Estimated completion date of Summer 2025
- Project 7 – Cottonwood Elevated Storage Tank – Estimated completion date of Summer 2025

Based on the estimated timing of these projects and the development schedule provided (attached in **Appendix A**), the system will have adequate capacity for the Meadowbrook development to begin construction in Q1 2024.

Northwest
4.32 MGD Pump Station
1.00 MG Ground Storage
1.00 MG Elevated Storage
New FCV to Deliver Jonah Supply to GST

Jonah SUD
Wholesale Delivery Point

Convert Area to 890 Pressure Plane

Limmer
New 2.0 MG EST

Frame Switch
Expand PS Firm Capacity to 20.0 MGD
New 3.0 MG GST #2
New 3.0 MG GST #3
Decommission Existing GST #1
Decommission Existing EST

Carl Stern
New 2.0 MG EST
Decommission Existing EST
PS & GST to remain as emergency interconnect

Cottonwood
New 2.0 MG EST

TAYLOR

ROUND ROCK

PFLUGERVILLE

0 1,250 2,500
SCALE IN FEET

PRESSURE PLANE
- 801 Pressure Plane
- Existing 890 Pressure Plane
- Future 890 Pressure Plane

FIGURE 2
CITY OF HUTTO
WATER SYSTEM
CAPITAL IMPROVEMENT PLAN
LEGEND

- Road
- Railroad
- Lake
- Stream
- Parcel
- City Limits
- ETJ
- County

Existing System
- Pump Station
- Elevated Storage Tank
- Ground Storage Tank
- Valve (to be closed)
- 8" and Smaller Water Line
- 10" and Larger Water Line
- Supply Line
- Fireflow Improvement Water Line

Under Design / Construction Improvements
- Water Line
- Supply Line

2027 Phased Improvements
- Pump Station
- Elevated Storage Tank
- Ground Storage Tank
- Control Valve
- Wholesale Delivery Point
- Water Line

2032 Phased Improvements
- Elevated Storage Tank
- Water Line

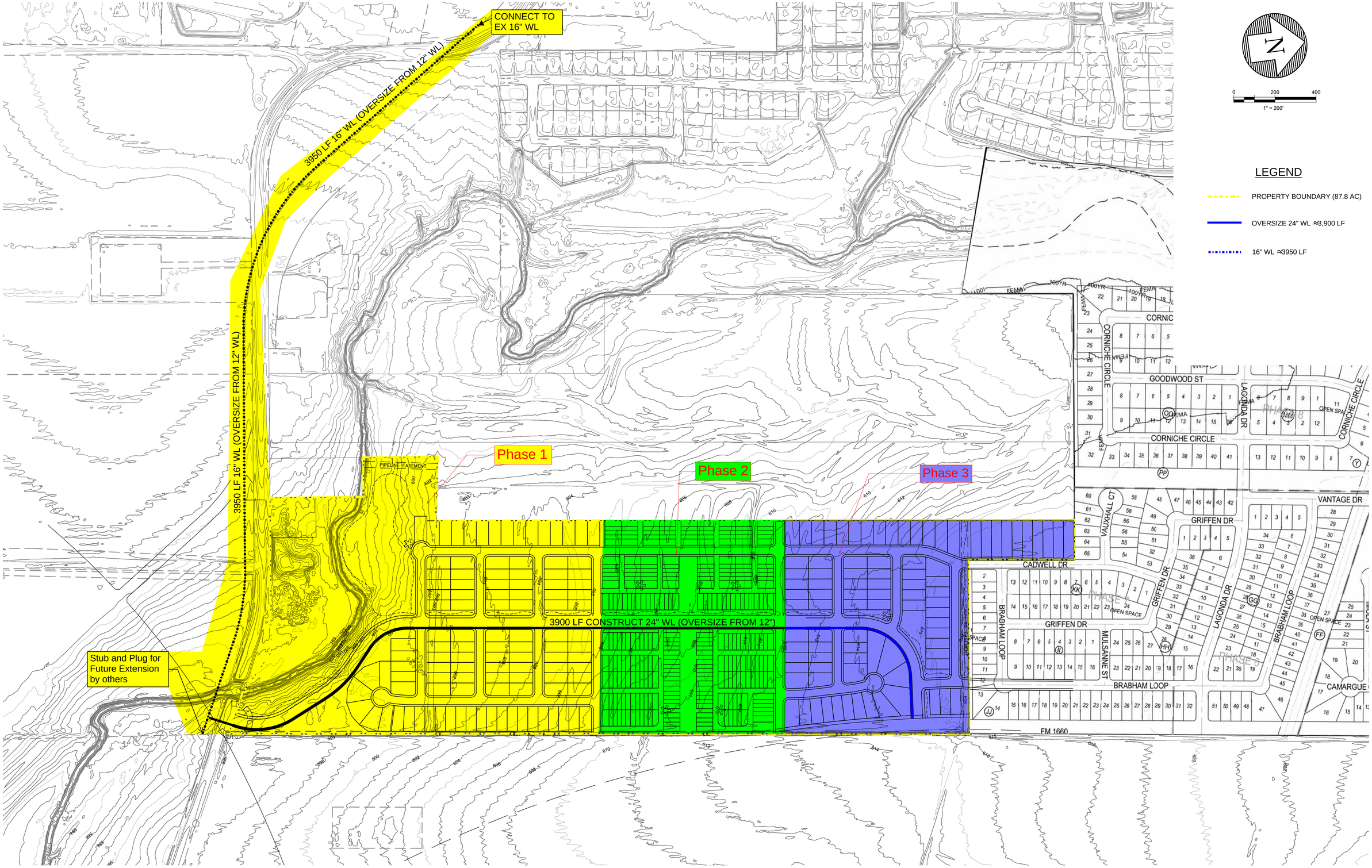
2047 Phased Improvements
- Elevated Storage Tank
- Water Line

CITY OF HUTTO
FREESE AND NICHOLS

Created By Freese and Nichols, Inc.
Job No.: HTO22033
Location: H:\W_WW_PLANNING\01_DELIVERABLES\08-SER_Figures\[Figure-2]_5-Year_CIP_noDevDriven_Projects.aprx
Updated: Thursday, February 23, 2023 4:22 PM
User Name: dt166

APPENDIX A

PROVIDED DEVELOPMENT PHASING & SCHEDULE



LJA Engineering, Inc.
2700 La Frontera Blvd
Suite 150
Round Rock, TX 78681
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

MEADOWBROOK
WATERLINE SER
IMPROVEMENT
10/17/2022

Meadow Brook 2-13-2023

Starts

Build Out / Closing Schedule		Total Units	Year 1				Year 2				Year 3				Year 4			
			Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
North	50'	78	16	16	16	16	16											
	60'	14	4	4	4	4												
Central	TH	279			40	40	40	40	40	40	40							
South	50'	92					18	18	18	18	18							
	60'	16					4	4	4	4								
		479	19.1	19.1	59.0	59.0	77.9	62.3	62.3	62.3	58.3	0	0	0	0	0	0	0

CO's (Certificate of Occupancy)

Meadow Brook		Total Units	Year 1				Year 2				Year 3				Year 4			
			Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
North	50'	78					16	16	16	16	16							
	60'	14.5					2	4	4	4	2							
Central	TH	279							40	40	40	40	40	40	40			
South	50'	92										18	18	18	18	18		
	60'	16										2	4	4	4	2		
		479	0.0	0.0	0.0	17.6	19.1	59.0	59.0	57.5	60.3	62.3	62.3	62.3	20.4	0.0	0.0	0.0

3755 S. Capital of Texas Highway
Suite 325
Austin, TX 78704

TEL 512.485.0009
FAX 512.485.0010

www.GarverUSA.com

SER #17 Meadowbrook SER Sewer Evaluation

January 27th, 2023

City of Hutto
500 W Live Oak St.
Hutto, TX 78634

1.0 Introduction / Summary

The purpose of this memorandum is to document preliminary analyses completed to size wastewater infrastructure to serve the Meadowbrook development within the City of Hutto's wastewater certificate of convenience and necessity (CCN). This development is reviewed in conjunction with the Kirk Tract development in the same service area to ensure that proposed infrastructure can meet the needs of all developments in the area. Refer to Exhibit 1 for a map depicting the service area.

2.0 Sanitary Sewer Loading Calculations

Per the Service Extension Request (SER) submitted by the developer, the Meadowbrook development will have 494 single-family (SF) units as shown in Table 2-1. Land Use Equivalent assumptions are listed in Table 2-1 and anticipated loadings for the development areas are included in Table 2-2. Average flow was calculated using 280 gpd/LUE, and average peak wet weather flow was calculated as outlined in the City of Hutto Utility Design Criteria Manual.

Table 2-1: Meadowbrook Sewer Loading Assumptions

Development Type	LUE Equivalent	Proposed Development	LUE Subtotal
Single Family Residential	1 LUE/unit	479 units	479
Multi-Family Residential (6-24 units per acre)	0.8 LUE/unit		
Office Space	3,000 sf/LUE		
Retail Space	1,660 sf/LUE		
Restaurant	200 sf/LUE		
		Total LUEs	**479**

Table 2-2: Sewer Loading Calculations for Development Areas

Development	No. LUEs	Area (Acres)	Average Load (MGD)	Peak Load (MGD)
Meadowbrook	479	87.8	0.13	0.55
Kirk Tract	285	84.4	0.08	0.37
		Total	**0.21**	**0.92**

3.0 Routing Options

The Meadowbrook development is located north of FM 1660 and west of CR 134. Wastewater flow from the development is proposed to be routed by gravity to future 42" Glenwood interceptor along FM 1660. The Glenwood interceptor will drain to the South WWTP. This interceptor needs to be constructed soon as it is also required to serve two other SERs currently under review by the City: the Bell Yard Farley Farm and the Atanasio Ranch. See Exhibit 1 for a map of the proposed route.

Table 3-1 outlines the short and long-term projects proposed to provide wastewater service to the Meadowbrook development. The developer is responsible for completing funding, design, and construction of projects as noted in Table 3-1. The routes and diameters included in Table 3-1 and Exhibit 1 are conceptual. When responsible for design and construction, the developer will be required to submit a preliminary route evaluation and line sizing analysis to the City in the form a technical memorandum for City review and concurrence. Upon approval from the City, the developer can proceed with final design plans showing sizing calculations and final proposed routing which are subject to the City's plan review process. Upon completion and acceptance of the developer responsible projects, the City will provide wastewater service to the development.

Table 3-1: Required Upgrades to Serve the Meadowbrook

Timeframe	Exhibit Item #	Project Description	Project Responsibility - Design & Construction	Project Responsibility - Funding
Short-term	1a	Construct the 42" Glenwood Interceptor between Exhibit Item #2 and the South WWTP Influent Lift Station (approximately 4,500 LF). Easements for this portion of interceptor are located south of FM 1660.	City	City
Short-term	1b	Construct the South WWTP Influent Lift Station.	City	City
Short-term	2a	Construct approximately 1,950 LF of 15" gravity sewerline at minimum 0.20% slope oversized from a 12" in the Meadowbrook development to serve Drainage Area #1.	Developer ***	Developer * and City **
Short-term	2b	Construct approximately 550 LF of 15" gravity sewerline at minimum 0.20% slope oversized from an 8" in the Meadowbrook development to serve Drainage Area #1. Provide a 15" stub out to the east of this SER.	Developer ***	Developer * and City **
Short-term	3	Construct approximately 500 LF of 8" gravity sewerline with an 8" stub out to serve Drainage Area #1 to the west of this SER.	Developer ***	Developer
Long-term	5	Expand the South WWTP	City	City

* The developer may share the cost of this project with other developments in the area.

** The City will cost participate to oversize this infrastructure.

*** The developer is responsible for checking that pipe elevations are adequate to accommodate flows from future drainage areas discussed in the corresponding project descriptions.

4.0 Gravity Sewer Infrastructure Sizing

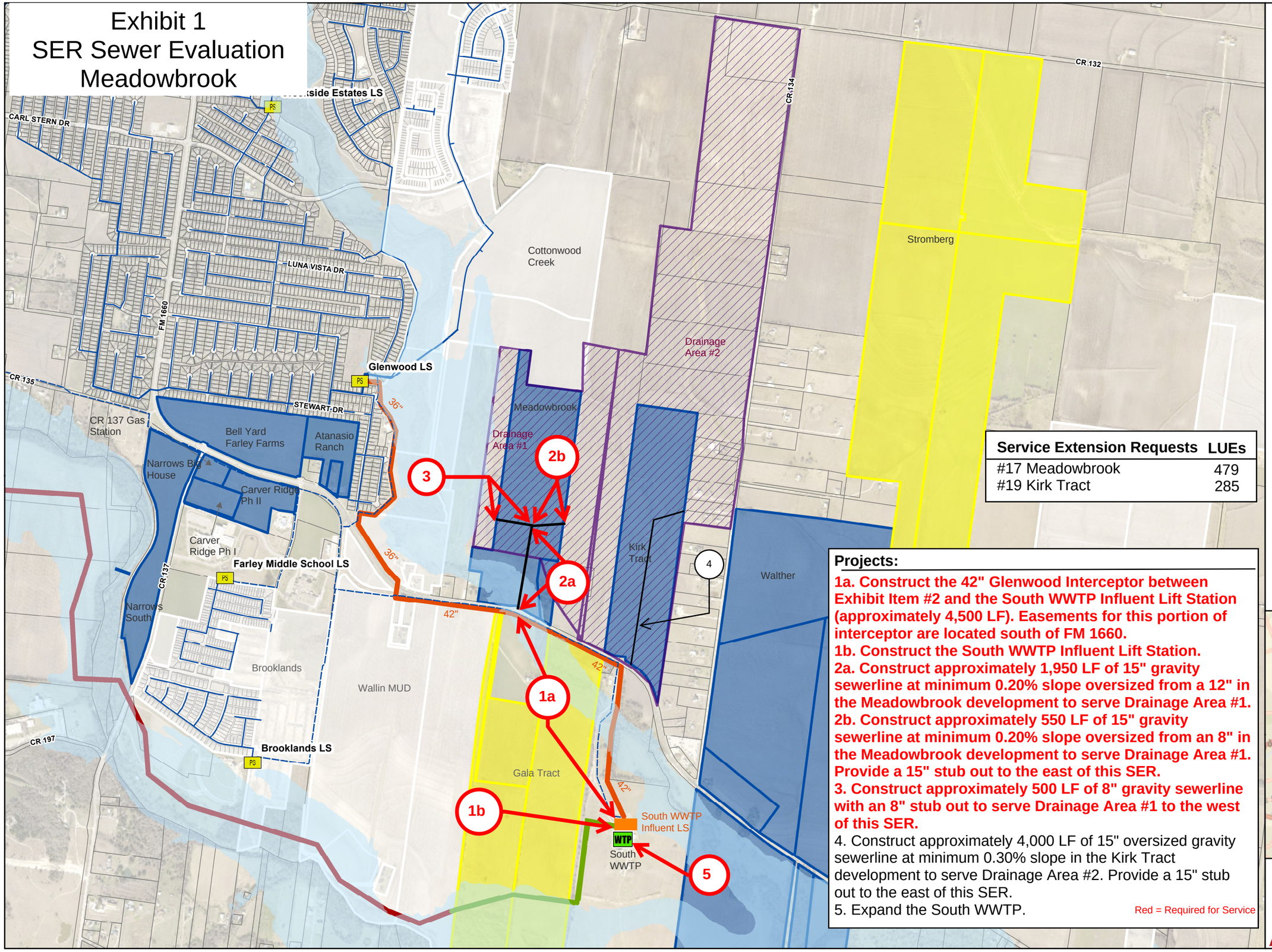
Exhibit Item #2a:

The City recognizes that the Meadowbrook development would require only a 12” gravity sewerline. However, this line should be oversized to a 15” line at 0.20% minimum slope to serve future developments in its vicinity. A 15” at 0.20% slope would provide a design capacity of 1.6 MGD, which is adequate to serve this SER and the remainder of the currently undeveloped Drainage Area #1 (see Exhibit 1) at a density of 5 LUEs/acre. This density is typically observed for recent SERs in this area (e.g., Kirk Tract, Walther Farmers Tract). Since the City is requesting to oversize this gravity sewerline from a 12” to a 15”, it will reimburse the developer for the cost difference to upsize the 12” line to a 15”.

Exhibit Item #2b:

Similar to Exhibit Item #2a, the City recognizes that the northeastern portion of the Meadowbrook development would require only an 8” gravity sewerline but requests an oversized 15” line at minimum 0.20% slope to serve Drainage Area #1. Since the City is requesting to oversize this gravity sewerline from an 8” to a 15”, it will reimburse the developer for the cost difference to upsize the 8” line to a 15”.

Exhibit 1
SER Sewer Evaluation
Meadowbrook



Service Extension Requests	LUEs
#17 Meadowbrook	479
#19 Kirk Tract	285

Projects:

1a. Construct the 42" Glenwood Interceptor between Exhibit Item #2 and the South WWTP Influent Lift Station (approximately 4,500 LF). Easements for this portion of interceptor are located south of FM 1660.
1b. Construct the South WWTP Influent Lift Station.
2a. Construct approximately 1,950 LF of 15" gravity sewerline at minimum 0.20% slope oversized from a 12" in the Meadowbrook development to serve Drainage Area #1.
2b. Construct approximately 550 LF of 15" gravity sewerline at minimum 0.20% slope oversized from an 8" in the Meadowbrook development to serve Drainage Area #1. Provide a 15" stub out to the east of this SER.
3. Construct approximately 500 LF of 8" gravity sewerline with an 8" stub out to serve Drainage Area #1 to the west of this SER.
4. Construct approximately 4,000 LF of 15" oversized gravity sewerline at minimum 0.30% slope in the Kirk Tract development to serve Drainage Area #2. Provide a 15" stub out to the east of this SER.
5. Expand the South WWTP.

Red = Required for Service

SER Review Map Group 3

- 100-year Floodplain
- Oversizing Drainage Area

Modeled Facilities

- WWTP
- Lift Station

Sewer Lines

- 8.0" - 12.0"
- 12.1" - 15.0"
- 15.1" - 21.0"
- 21.1" - 30.0"
- 30.1" - 42.0"
- Force Main

SER_Projects

CIP

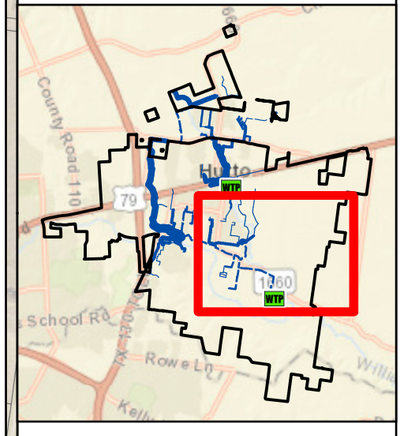
- Brushy Creek Int. Phase III
- Brushy Creek Int.
- Glenwood Interceptor

Developments

- 2020 Approved
- 2021 Approved
- Pending Approval
- Parcels

N

0 440 880 1,760 Feet



CITY OF HUTTO

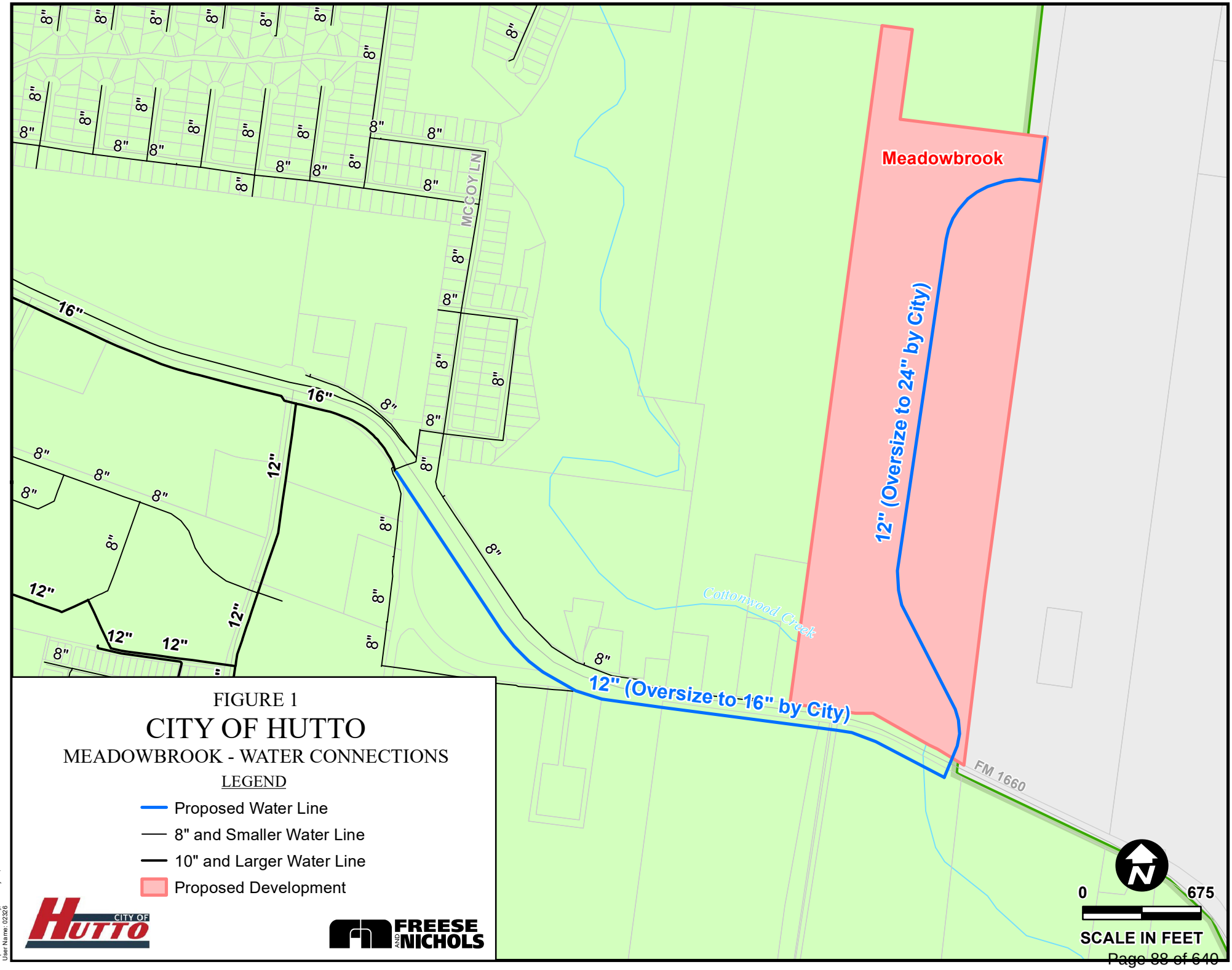


FIGURE 1

CITY OF HUTTO

MEADOWBROOK - WATER CONNECTIONS

LEGEND

- Proposed Water Line
- 8" and Smaller Water Line
- 10" and Larger Water Line
- Proposed Development

CITY OF HUTTO

FREESE AND NICHOLS

Created By Freese and Nichols, Inc.
Job No.: HTO22233
Location: H:\W_WW_PLANNING\01_DELIVERABLES\08-SER_Figures\(Figure-1)_Meadowbrook_REV.mxd
Updated: Tuesday, January 24, 2023 11:43:05 AM
User Name: 02326

CITY OF HUTTO DEVELOPMENT SERVICES

SERVICE EXTENSION REQUEST
(SER) APPLICATION
Must be Accompanied by a Master Application

City of Hutto Development Services
500 W. Live Oak Street
Hutto TX 78634
512-759-3479 Planning
512-759-4038 Engineering
planning@huttotx.gov

Project Name: Meadowbrook

Legal Description: (Acres/Survey/Abstract Number) 87.834 Acres in the James Hickman Survey, Abs 291

_____ OR Lot_____Block

_____Subdivision Name:__

Type of Service Requested: Water Wastewater

Proposed Use:

Single Family	494 (number of units)
Mobile Home	_____(number of units)
Duplex (1 duplex = 2 units)	_____(number of units)
Triplex, Fourplex (1 triplex = 3 units, 1 fourplex = 4 units)	_____(number of units)
Multifamily (Apartment, Condominium)	_____(number of units)
Hotel or Motel Room	_____(number of units)
Office	_____(total square feet)
Retail	_____(total square feet)
Restaurant	_____(total square feet)
Other:(please specify)_____	_____(specify unit_____)

Total # of LUE 494

Water Utility Requirements: Peak Hour: 1080.6 gpm ; Peak Day 636.4 gpm

Highest Fire Flow requirements: 1500 gpm for 2 hours at 20 psi

Fire Sprinkler System Flow Rates: 1500 gpm for 2 hours at 20 minimum residual pressure.

Wastewater Utility Capacity requirements (Peak Wet Weather flows with I&I) 385 gpm, 554,400 gpd.

Highest Elevation on the Land to be Served by the SER: 615 above mean sea level.

Lowest Elevation on the Land to be Served by the SER: 602 above mean sea level.

REQUIRED FOR SUBMITTAL

All items listed must be included with the SER application, unless otherwise noted.

- ☑ Completed Master Application and SER application with owner's original signature.
- ☑ Applicant has coordinated with staff on submittal requirements
  - Date of Pre-Development Meeting: June 3, 2021
- ☑ Location Map

City of Hutto Development Services
500 W. Live Oak Street
Hutto TX 78634
512-759-3479 Planning
512-759-4038 Engineering
planning@huttotx.gov

- ☑ Utility Plan (detailing the proposed water, wastewater, and/or reclaimed water infrastructure layout, existing/proposed easements, and existing topography)
- ☑ Engineering Calculations that are signed, sealed and dated by a professional engineer registered in the State of Texas.
- ☑ Summary Letter describing the proposed development.

FEES:

- Please see the City of Hutto Fee Schedules for required fees. All required fees should be verified with planning@huttotx.gov prior to submission.
- Third party review fee amount will be calculated and collected prior to final approval.
- Payment may be provided by cash, check made payable to: City of Hutto, or via MyGovernmentOnline.

CONDITIONS OF APPROVAL:

- ☐ The level of service approved by this document does not imply commitment for land use.
- ☐ Service extension requests are subject to the guidelines established in the Hutto City Code of Ordinances.
- ☐ Construction of all service extensions are subject to all utility guidelines and planning ordinances.
- ☐ Service extension approvals automatically expire 180 days after the date of issuance unless a development application has been approved by the Development Services Department. Once an approved development application expires the service extension approval expires on the same date.
- ☐ If requested, the proposed improvements will be dedicated to the City of Hutto for ownership, operation, and maintenance.

FOR DEPARTMENT USE ONLY				
Submittal Date	Date Accepted for Review	Payment Type	Fees Paid	Approval Date

SUBDIVISION CONSTRUCTION PLAN MASTER APPLICATION

City Issued MPN # _____
Office Use Only

City of Hutto
Engineering Department
500 W. Live Oak
Hutto, TX 78634
(512) 759-4016 Main
www.huttotx.gov

PROJECT NAME: Meadowbrook APPLICATION TYPE: SER, Preliminary Plat

APPLICANT INFORMATION (*property owner or authorized agent*) This will be the City's official contact

Name: T. Walter Hoysa

Company Name: LJA Engineering, Inc.

Address: 2700 La Frontera Boulevard, Suite 150 Round Rock, TX 78681

Phone: 512-439-4700 Email: whoysa@lja.com

PROPERTY INFORMATION

Address: _____

Legal Description: Lot(s) _____ Block _____ Subdivision 87.834 Acres in the James Hickman Survey, Abs 291

Deed Reference: Volume _____ Page(s) _____ or Document No. 2021066633

City Limits or ETJ: ETJ Current Zoning District: N/A

PROPERTY OWNER INFORMATION

Name: _____

Company Name: MB Hutto LLC

Address: 5956 SHERRY LN #STE 1000 DALLAS, TX 75225

Phone: 512-638-6682 Email: jlandwehre@traylor.com

PROPERTY OWNER CONSENT/AGENT AUTHORIZATION

By my signature I hereby affirm that I am the property owner of record, or if the applicant is an organization or business entity, that authorization has been granted to represent the owner, organization or business in this application. I certify that the preceding information is complete and accurate, and it is understood that I agree to the submittal of this application. Additionally, my signature below indicates my awareness of the fee(s) required at the time of application submittal and that this fee(s) is non-refundable even in the event of application withdrawal or if reviewed and denied.

By signing this form, the owner of the property authorizes the City of Hutto to begin proceedings in accordance with the process for the type of application indicated on page one of this application. The owner further acknowledges that submittal of an application does not in any way obligate the City to approve the application and that although City staff may make certain recommendations regarding this application, the City Council may not follow that recommendation and may make a final decision that does not conform to the staff's recommendation.

_____ Daniel A. Traylor 01/11/2022
Property Owner Signature | Property Owner Printed Name | Date

THE STATE OF INDIANA

COUNTY OF VANDERBURGH

Before me, the undersigned authority, on this day personally appeared Daniel A. Traylor, 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 considerations therein expressed.

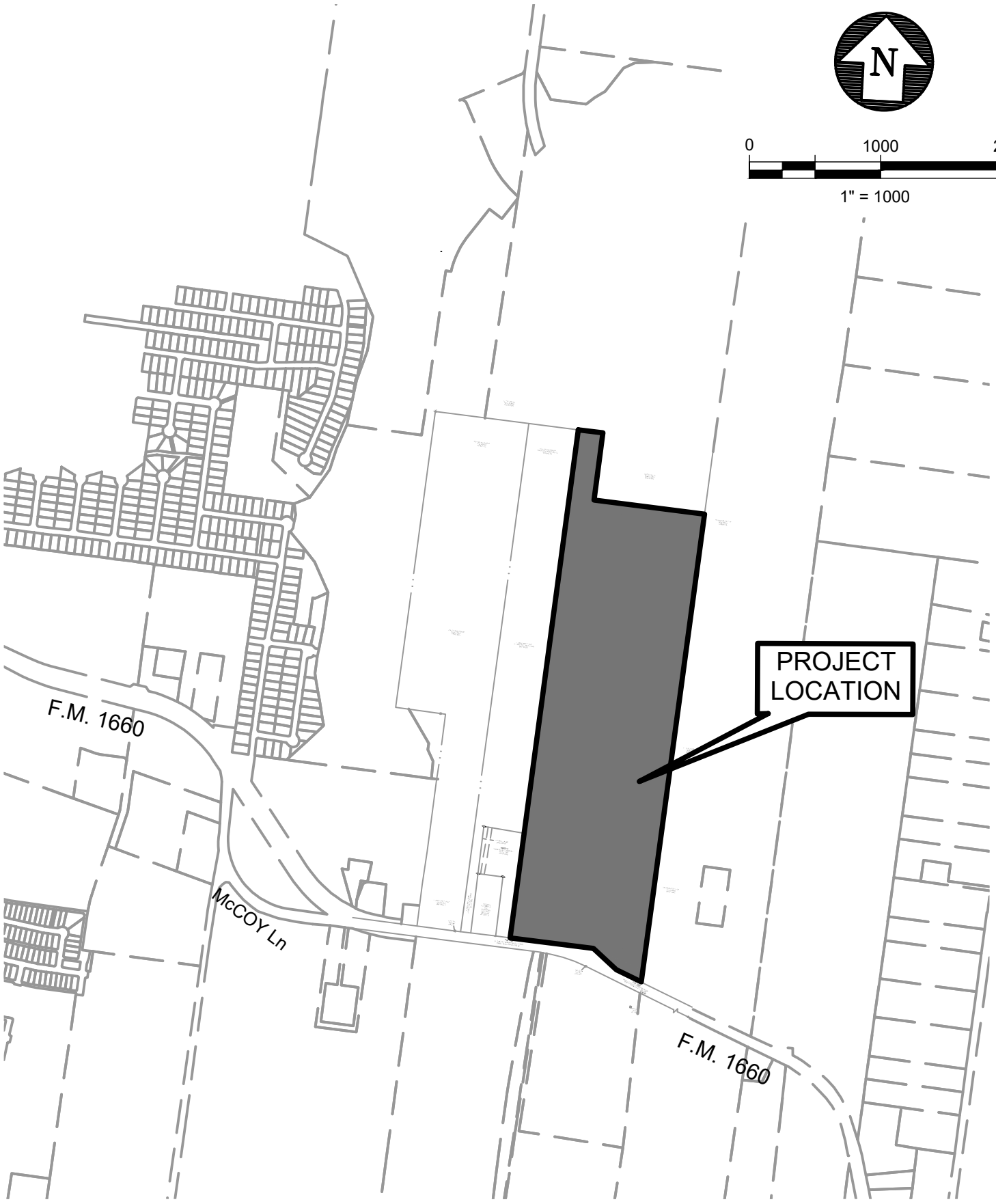
Given under my hand and seal of office this 11th day of January, 2022 A.D.

_____ Ashley L. Shake
Notary Public Signature | Notary Public Printed Name

Commission No: 735962
Expiration Date: 09/02/2029

(Seal)
NOTARY PUBLIC SEAL INDIANA
ASHLEY L. SHAKE
Notary Public, State of Indiana
Vanderburgh County
Commission Number NP0735962
My Commission Expires
September 02, 2029

If there are multiple property owners attach separate page(s) with notarized signature(s)



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2700 La Frontera Blvd
Suite 150
Round Rock, TX 78681
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

LOCATION MAP

11/17/2021

LJA ENGINEERING

2700 La Frontera Boulevard, Suite 150, Round Rock, Texas 78681
t 512.767.7300 LJA.com TBPE F-1386

January 3, 2022

Ning Zhang, PE
City of Hutto
City Engineer
500 W Live Oak Street
Hutto, Texas 78634

Re: Meadowbrook (10501 FM 1660)
Water and Wastewater Service Extension Request (SER) Engineer's Report
LJA Engineering, Inc. Project No. A615-1001.201

Dear Ning,

The Meadowbrook Tract consists of approximately 87.8 acres located at FM 1660 where it crosses Cottonwood Creek within the City of Hutto 2-mile Extra Territorial Jurisdiction (ETJ) in Williamson County, and within the Hutto Water Service Area.

Exhibit 1 and ***Exhibits 2A-2G*** show property location maps identifying tract boundary extents on topographic mapping and detailed utility layouts respectively. The majority of the tract is proposed to be developed as single-family units with about one-third of the tract proposed to be attached townhomes. The proposed development would generate a total of 494 LUE's per the AWU-LUE guidance document. Per the 2015 International Fire Code (IFC), Table B105.1(2), the required fire flow is 1,500 gallons per minute (gpm) at 20 psi for 2 hours, assuming no sprinkling on the townhome product. Total LUE's generated by the proposed and future uses, peak day and peak hour water demands, and the peak wet weather flow of wastewater discharge for the total LUE's are documented on the application with supporting calculations found in ***Exhibit 3***. Calculations were performed using the values given in the City of Hutto Utility Design Criteria Manual as published on the City's website at the writing of this report.

Water Extension
We propose connecting to an existing Hutto waterline near the southwest corner of the tract within the FM 1660 Right of Way (ROW). A 12-inch waterline is proposed from the connection point, through the site along the collector road shown, to be stubbed for future connection near the northeast corner of the site at the proposed future intersection with the City's FM1660 relocation project. 8-inch waterlines will be extended to all local roads and townhome alleys and an 8-inch line will either be connected to or stubbed to the Lennar Cottonwood Creek development to the north of the Meadowbrook site area.

Wastewater Extension
We propose wastewater conveyance to connect to the proposed lift station at the City of Hutto Wastewater Treatment plant located across FM 1660 to the east of this project area. Most wastewater line is proposed to by 8-inch diameter until approximately 350 LUE's are reached at which point the line will be proposed as a 12-inch line along the proposed collector road until it reaches the FM1660 ROW. We then propose a wastewater collector of a size to be determined

by the City to run down the FM1660 ROW to the existing wastewater treatment plant (WWTP) site and terminating at a City proposed lift station on the WWTP site. Details of the lift station depth and location have not yet been provided to us. We expect to need a 12-inch wastewater line for purposes of this project and are willing to oversize the line per City direction with proportional reimbursement.

If you have any questions, or require any additional information, please do not hesitate to call.

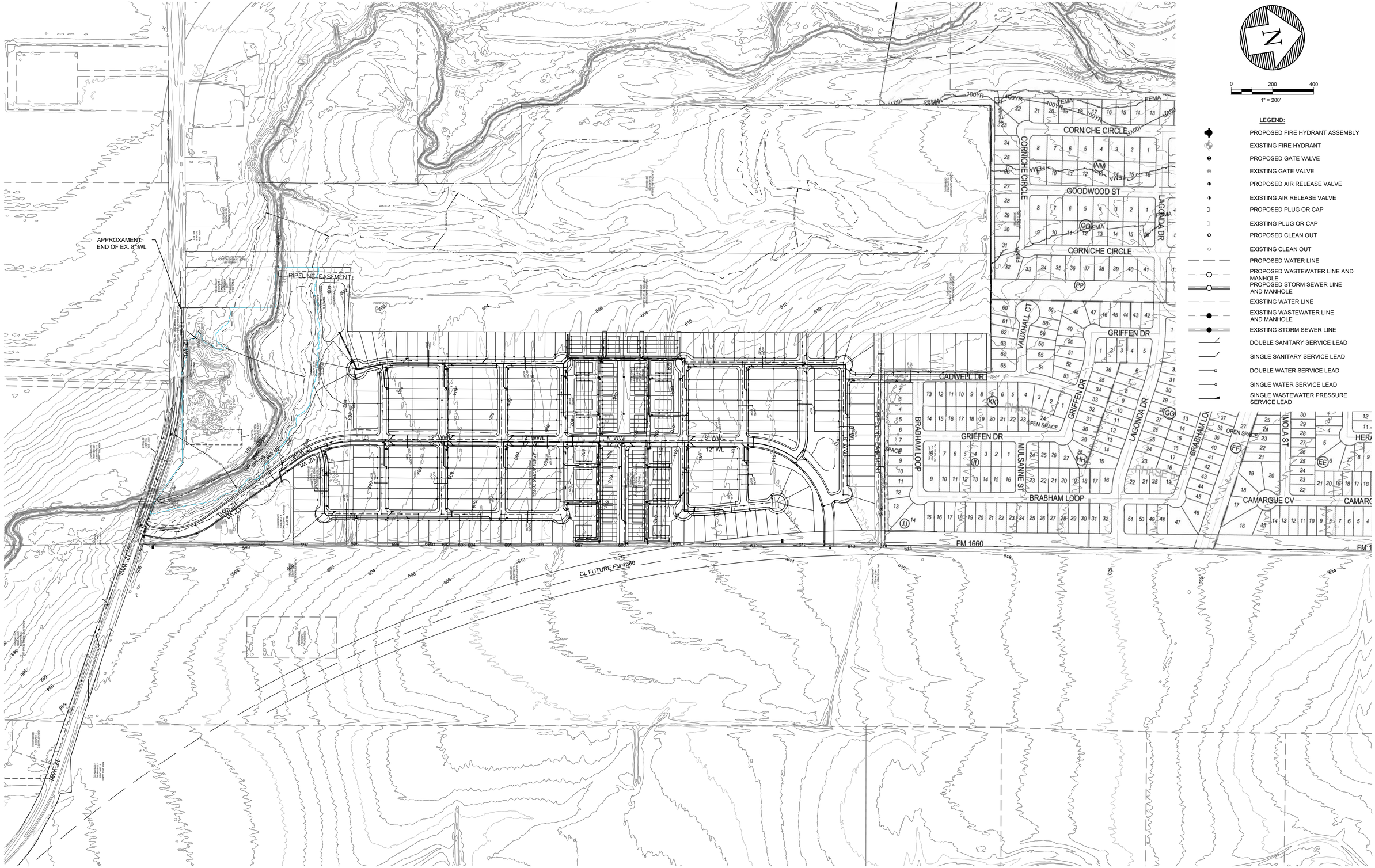
Very Truly Yours,
LJA ENGINEERING, INC.

T. W. Hoysa, P. E.
Sr. Project Manager

TWH/ap

EXHIBIT 1

Overall Utility Layouts



LJA Engineering, Inc.
2700 La Frontera Blvd
Suite 150
Round Rock, TX 78681
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

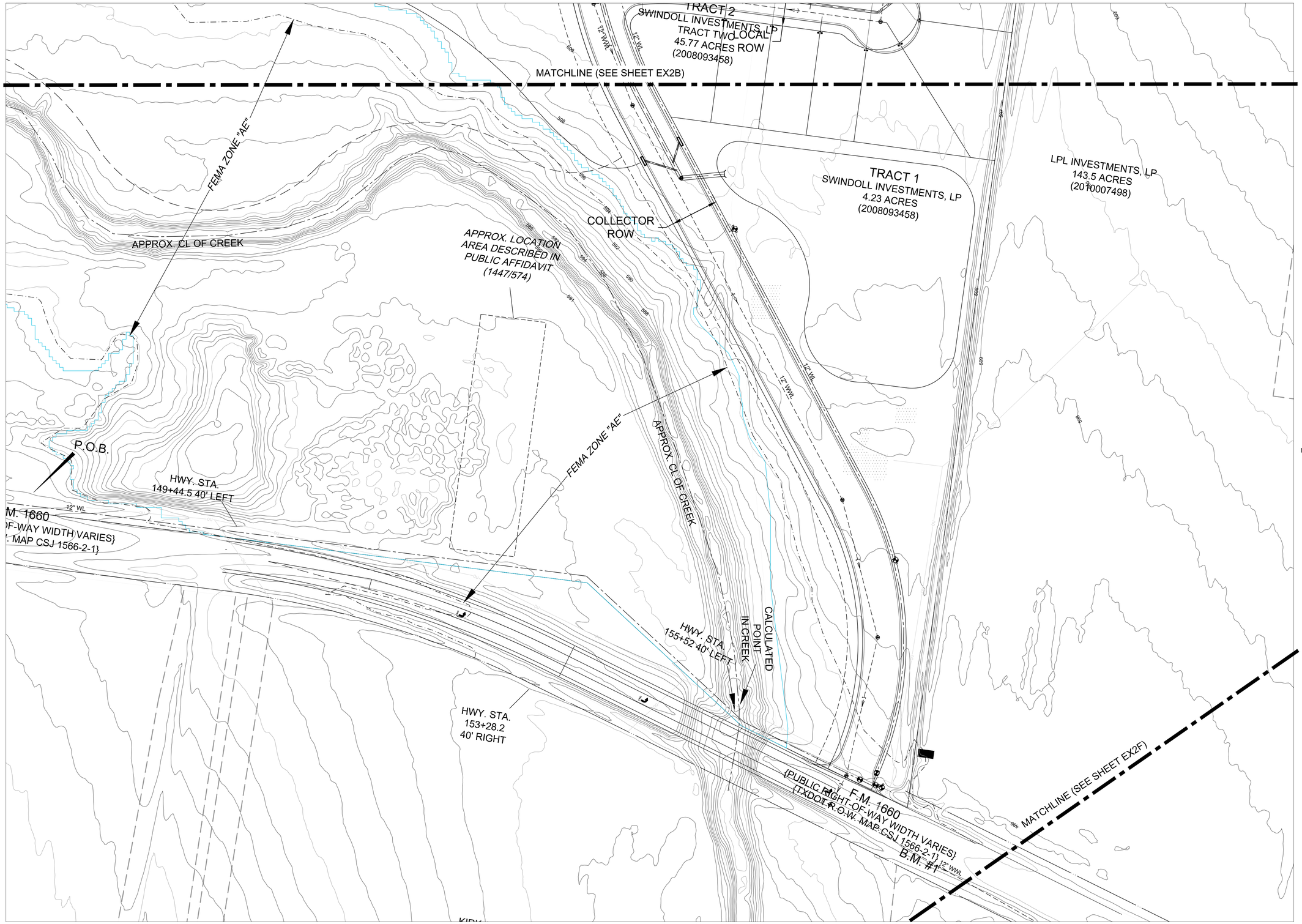
EX1-OVERALL PRELIMINARY LAYOUT

12/1/2021

This document released for the purposes of Utility Service Evaluation under the authority of T.W. Hoysa, PE 100072 on December 1, 2021. It is not to be used for construction, permitting, or other purposes.

EXHIBIT 2A-2F

Detailed Utility Layouts



LEGEND:

- PROPOSED FIRE HYDRANT ASSEMBLY
- EXISTING FIRE HYDRANT
- PROPOSED GATE VALVE
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- PROPOSED AIR RELEASE VALVE
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- DOUBLE SANITARY SERVICE LEAD
- SINGLE SANITARY SERVICE LEAD
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- SINGLE WASTEWATER PRESSURE SERVICE LEAD

NOTES:

1) ALL W/WW LINES ARE 8" EXCEPT AS NOTED.
2) STORM SEWER LINES CONCEPTUAL & SUBJECT TO CHANCE

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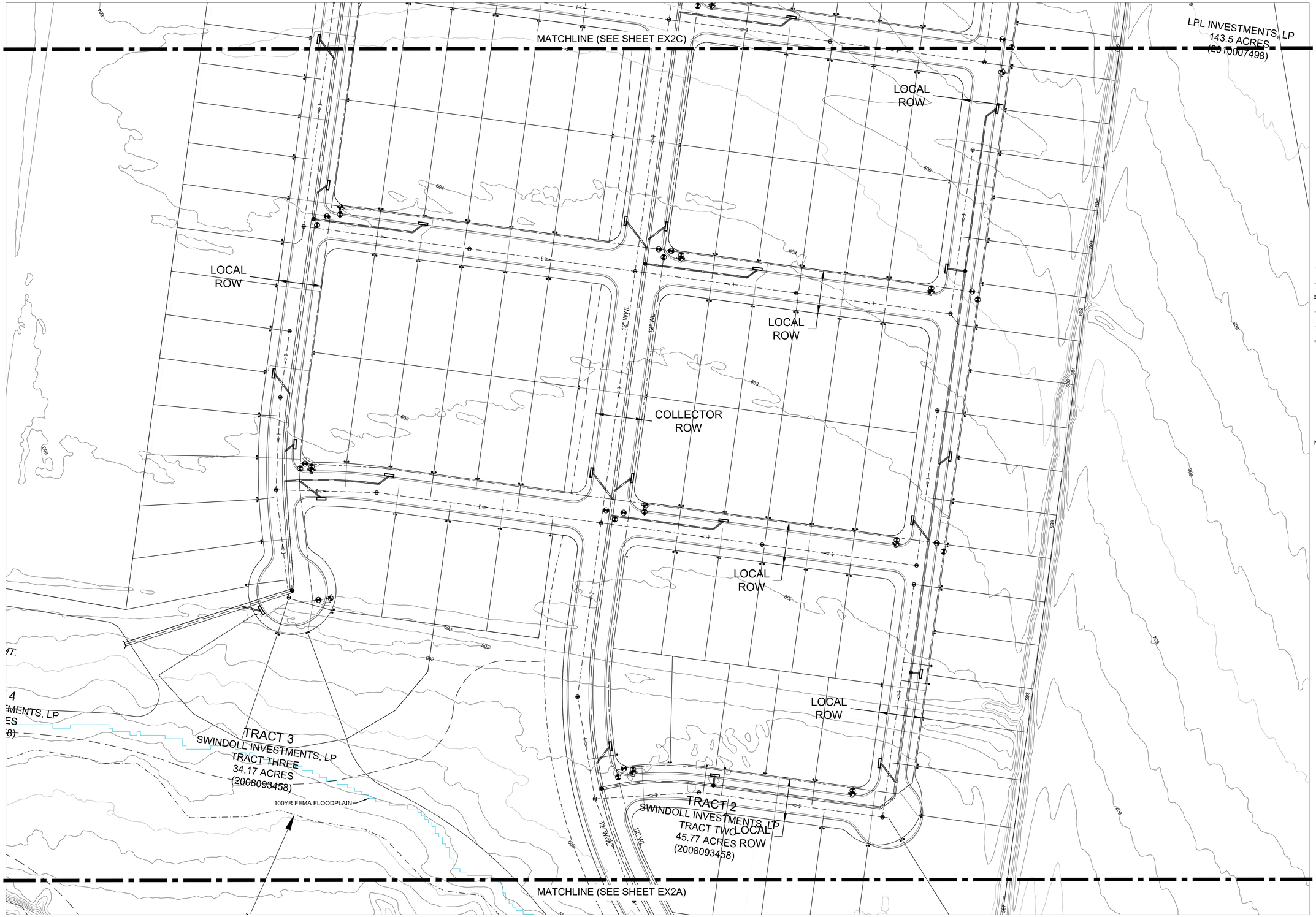
EX2A-UTILITY LAYOUT

12/1/2021



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EX2B-UTILITY LAYOUT

12/1/2021

N

0 50 100

1" = 50'

LEGEND:

- PROPOSED FIRE HYDRANT ASSEMBLY
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- PROPOSED GATE VALVE
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EX2C-UTILITY LAYOUT

12/1/2021

MATCHLINE (SEE SHEET EX2E)

30' PIPELINE ESMT. (20151016777)

PIPELINE EASEMENT

30' PIPELINE ESMT. (20151016777)

LOCAL ROW

8" WL

8" WWL

LOCAL ROW

LOCAL ROW

LOCAL ROW

LOCAL ROW

COLLECTOR ROW

LOCAL ROW

8" WWL

12" WL

MATCHLINE (SEE SHEET EX2C)

N

0 50 100

1" = 50'

LEGEND:

- PROPOSED FIRE HYDRANT ASSEMBLY
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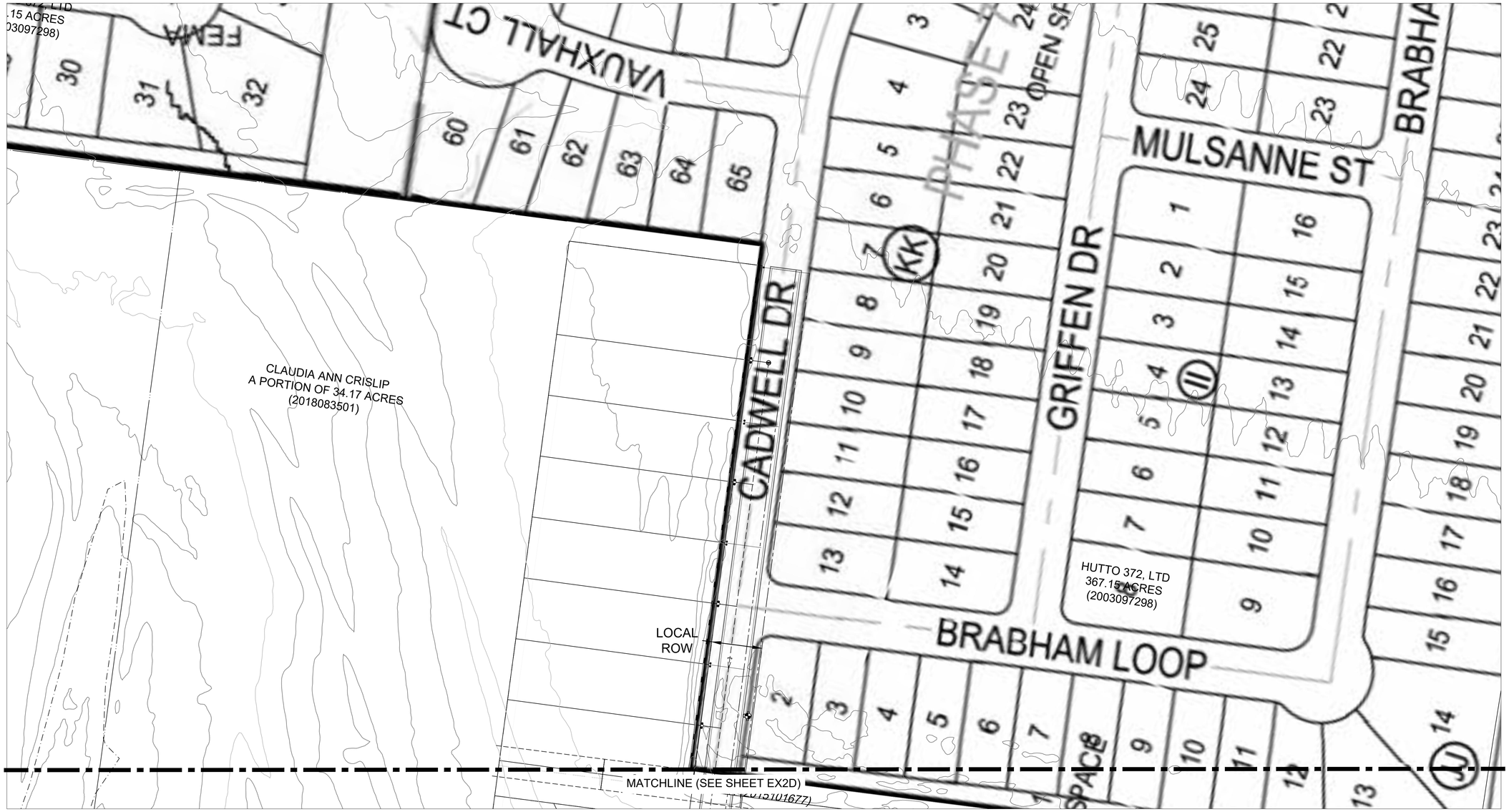
EX2D-UTILITY LAYOUT

12/1/2021



0 50 100

1" = 50'

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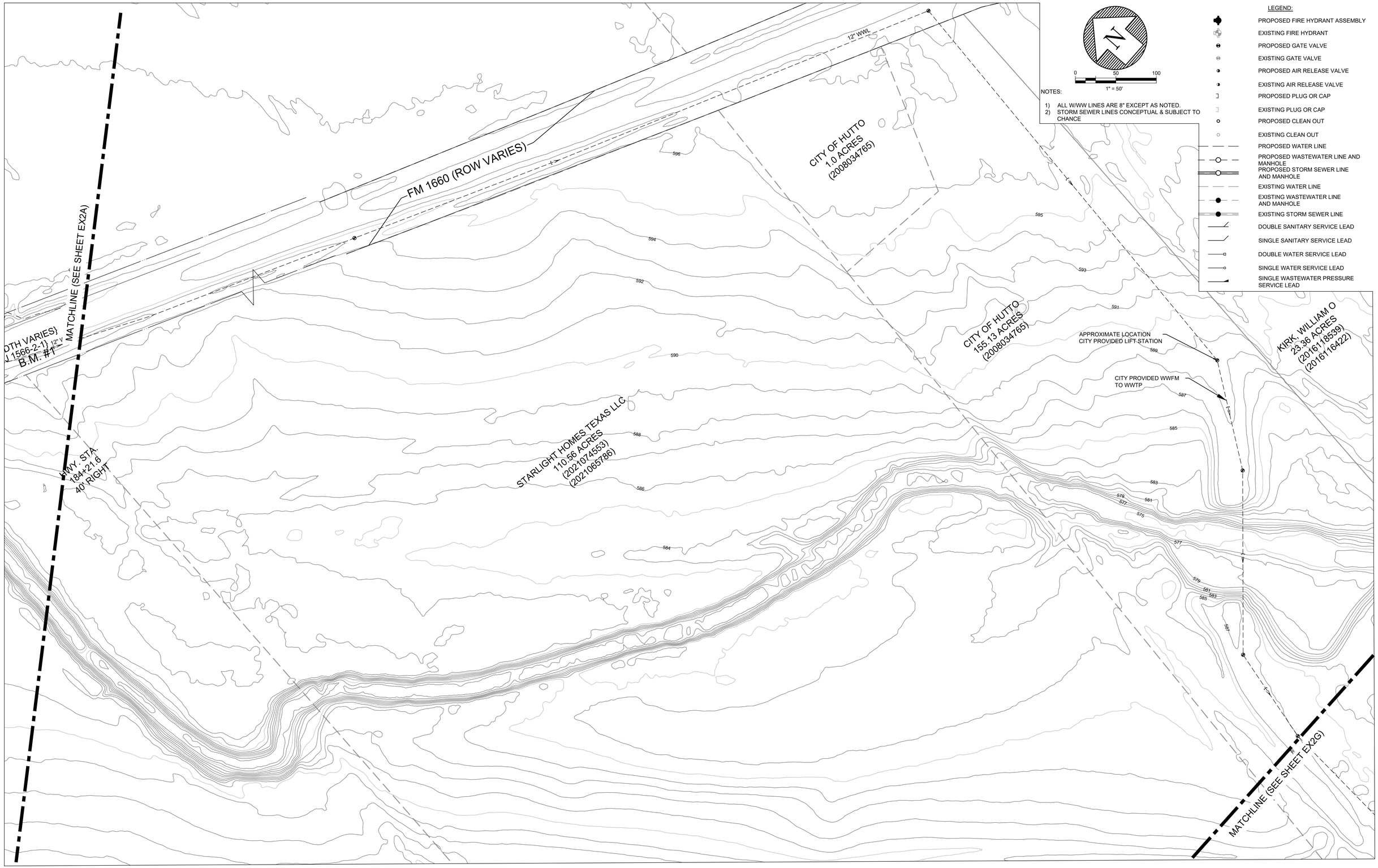
EX2E-UTILITY LAYOUT
12/1/2021



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EX2F-UTILITY LAYOUT

12/1/2021

N

0 50 100

1" = 50'

LEGEND:

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EX2G-UTILITY LAYOUT

12/1/2021

EXHIBIT 3

SER Calculations

EXHIBIT 3

Meadowbrook
WATER AND WASTEWATER FLOW REQUIREMENTS

SUMMARY
As of January 3, 2022

Meadowbrook	
Total LUEs	494
Wastewater	
Average Day Flow	96.1 gpm
Inflow & Infiltration	35.9 gpm
Peak Dry Weather Flow (Qpdwf)	349.1 gpm
Peak Wet Weather Flow (Qpwwf)	385 gpm
Minimum Flow (Qmin)	20.5 gpm
Water	
Average Day Demand	240.1 gpm
Peak Day Demand	636.4 gpm
Peak Hour Demand	1080.6 gpm
Fire Flow	
Sprinkled Maximum	1,500 gpm (2 hours)

See attached sheets for calculations and assumptions.

TOTAL LUE SUMMARY			
Building Type	**Quantity**	***LUE Weighting**	**Total LUEs**
Single Family	494 units	1.0 LUE per unit	494
Multi - Family	units	0.7 LUE per unit	0
Retail	0 ft^2	1,660 ft^2 per LUE	0
Restaurant	0 ft^2	200 ft^2 per LUE	0

*per Hutto guidance document

Total LUE = 494

G:\A615-1001 Swindoll Property\PERMITTING\SER\WWW Flow Requirements - SER Calculations.docx

GIVEN:
Total LUEs required = 494 LUEs

ASSUME:
- City of RR DAC capacity requirements (W = UCM §1.7.2.A; WW = UCM §1.7.3.A.)
- Wastewater Drainage Area ≈ 69 acres (for I & I)
- Each LUE = 3.5 persons

FIND:
Required wastewater flow per UCM 1.7.3.A

1. Average Daily Flow = $\frac{280\ gpd}{LUE} \times 494\ LUE \times \frac{day}{1440 min} = \mathbf{96.1\ gpm = Avg\ Day\ Flow}$

2. Industrial Flows = not applicable

3. I&I = $\frac{750^{gal}/_{day}}{acre} \times 69\ acre \times \frac{day}{1440\ min} = \mathbf{35.9\ gpm = I\&I}$

4. Peak Dry Weather Flow

$$Q\_pdwf = \frac{18 + \sqrt{0.018F}}{4 + \sqrt{0.018F}} \times F$$

$$F = \frac{80\ ^{gal}/_{person}}{day} \cdot \frac{day}{1440m} \times \frac{3.5\ person}{LUE} \times 494\ LUE = \mathbf{96.05\ gpm}$$

$$\sqrt{0.018F} = 1.314$$

$$\boldsymbol{Q_{pdwf} = 349.06\ gpm}$$

5. Peak Wet Weather Flow = Peak Dry Weather Flow + I&I

$$\boldsymbol{Q_{pwwf}} = 349.06\ gpm + 35.9\ gpm = \mathbf{384.96\ gpm}$$

6. Minimum Flow

$$\boldsymbol{Q_{min}} = [0.2 \times (0.0144 \times F)^{0.198}] \times F = \mathbf{20.484\ gpm}$$

FIND:
Required Water Flows per UCM 1.7.2.A.1.

1.b Avg Daily Demand = $\frac{200\ ^{gal}/_{person}}{day} \cdot \frac{day}{1440\ min} \cdot 494\ LUE \cdot \frac{3.5\ person}{LUE} = \mathbf{240.14\ gpm = Avg\ Day}$

1.c Peak Day Demand = $\frac{530\ gal/person}{day} \cdot \frac{day}{1440\ min} \cdot 494\ LUE \cdot \frac{3.5\ person}{LUE} = \mathbf{636.37\ gpm = Peak\ Day}$

1.d Peak Hour Demand = $\frac{900\ gal/person}{day} \cdot \frac{day}{1440\ min} \cdot 494\ LUE \cdot \frac{3.5\ person}{LUE} = \mathbf{1080.63\ gpm = Peak\ Hr}$

Fire Flow Requirements per International Fire Code (IFC 2015) Table B105.1

Development	Existing or Proposed Structure	Sq. Ft.	Construction Type (assumed)	*Fire Flow	*May be Reduced up to 50%
Single-Family	Proposed	<3,500	Type IIB	1,000 gpm for 1 hours	1000 gpm with sprinkling for 1 hours
Town Home	Proposed	3875	Type IIB	1500 gpm for 2 hours	1500 gpm with sprinkling for 2 hours

*Capacity measured at 20 psi

AGENDA ITEM REPORT
9.3.

To:	City Council
Subject:	Conduct a public hearing and consider possible action on Ordinance No. O-2023-081 for the Planned Unit Development (PUD) request for the property known as Meadow Brook Planned Unit Development (PUD), 87.8 acres, more or less, of land, located off FM1660S (First Reading) (Ashley Bailey)
Meeting:	Thursday, December 7, 2023
Department:	Development Services /
Staff Contact:	Ashley Bailey

BACKGROUND INFORMATION:

The proposed zoning is a Planned Unit Development (PUD) with a base zoning district of Single Family (SF-2) and Commercial (B-2). The purpose of the rezoning is to allow for a moderately dense residential development with private amenities and small, neighborhood-serving commercial development. The PUD will include both single-family detached homes on 50ft to 60ft lots and attached townhome units, providing for both move-up homes and attainable housing options in the same neighborhood, in substantial compliance with the Hutto 2040 Comprehensive Plan's definition of a 'Neighborhood Activity Center' allowing for a combination of diverse residential and nonresidential uses in a compact, neighborhoodscale design to create a walkable environment.

WEST:Undeveloped ETJ
NORTH: Cottonbrook Neighborhood - under construction
EAST: Undeveloped ETJ
SOUTH: Undeveloped, zoned single-family and ETJ property

SUMMARY OF REQUEST:

The current proposal is to develop the tract with attached and detached residential units with a maximum density of approximately 7.55 units per acre. This is within the allowed density of 4-20 units per acre provided in the Comprehensive Plan designation. With the floodplain at the south of the tract and lack of access to any other major collector or arterial, the desired 50/50 split between residential and commercial uses will not be fully attained although commercial is provided along FM1660S outside of the floodplain. Currently, the concept plan allows for a total of 520 residential units.

The proposed PUD has provisions in the residential standards to ensure the mix of single-family and townhome products are walkable and share in meaningful open spaces spread out throughout the community with connectivity to the larger open space to the south of the tract.The modified street standards provide street trees and maximize pedestrian connections and provide some street parking.The townhomes will front onto shared open spaces with garages accessible by 20ft alleys, with provision of up to 25ft of pavement if the alley doubles as fire lane access. In addition, the

concept plan provides for continued connectivity to the adjacent tracts as required in the Unified Development Code.

Voluntary annexation will be completed with this proposal.

STAFF REVIEW:

18 property owners within 600’ were notified of the request. Staff has not received any responses at the time of the published packet.

The PUD request meets the PUD criteria as outlined below:

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 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 Meadow Brook PUD meets the intent of all provisions for PUD Review Criteria as listed in Section 10.203.10.3 of the UDC. Therefore, staff recommends that the Commission recommend approval of the proposed district to City Council.
Staff recommends approval of the Meadow Brook PUD with the condition of adding the minor modification is updated to reflect a 10% cumulative revision will suffice for a minor modification.

FISCAL NOTES:

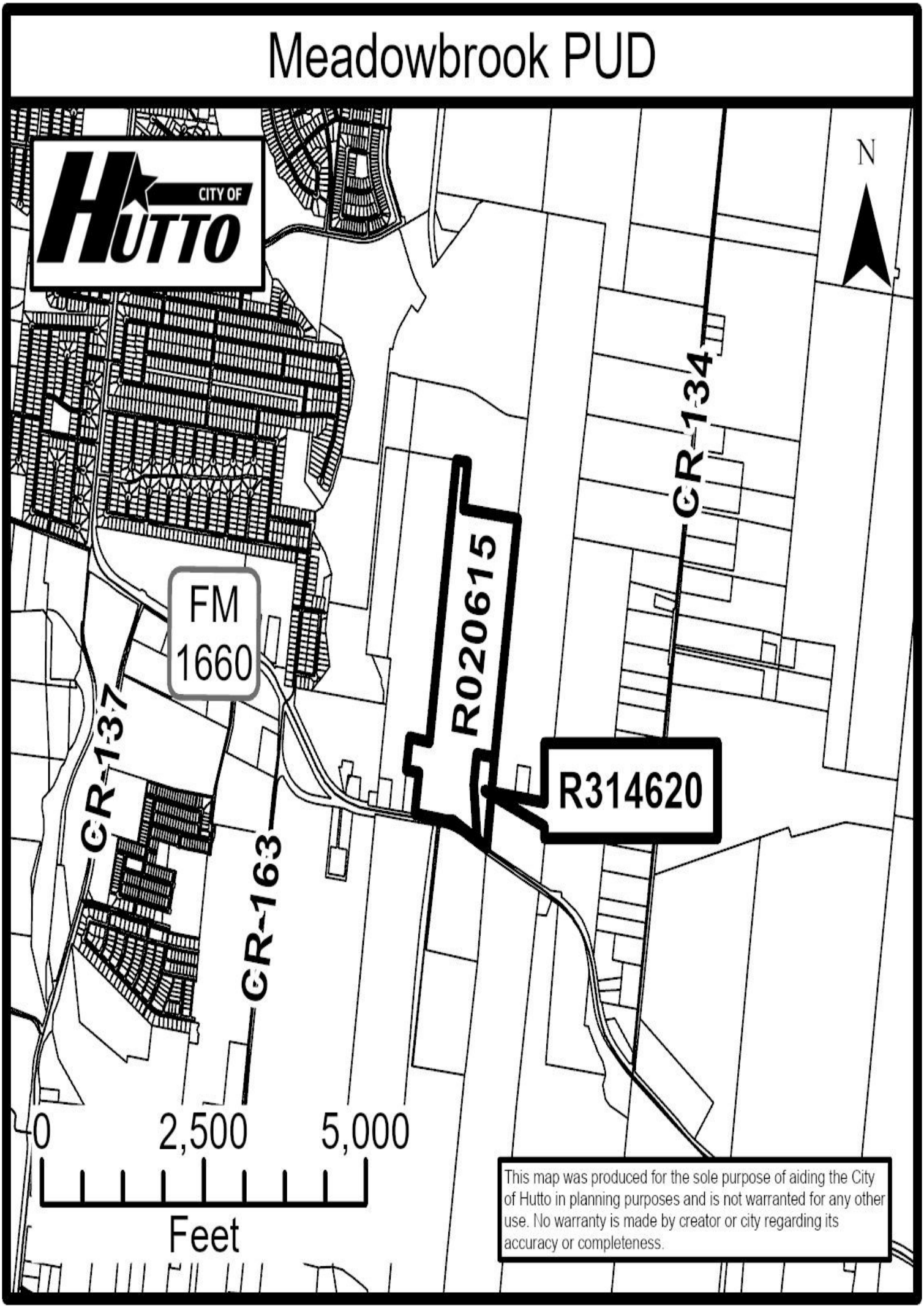
No fiscal impact.

AGENDA ITEM REPORT
9.3.

ATTACHMENTS:

1. Meadowbrook_PUD_Newspaper_Map
2. MeadowBrookPUD(Ord) O-2023-081
3. Meadow Brook PUD_230927
4. Illustrative Plan_230803
5. Survey
6. MSP Meadow Brook

Meadowbrook PUD



ORDINANCE NO. O-2023-081

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 87.834 ACRES, MORE OR LESS, OF LAND, TO BE KNOWN AS MEADOW BROOK PLANNED UNIT DEVELOPMENT (PUD) 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 10th day of October, 2023, and;

WHEREAS, on the 7th day of December, 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 Official Zoning Map of the 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 changed from SF-2 (Single-Family) Zoning District and B-2 (General Commercial) Zoning District to now be designated as PUD (Planned Unit Development) Zoning District and is designated as the Meadow Brook Planned Unit Development (PUD), this includes the 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 **7th** day of **December, 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

Meadow Brook PUD

City of Hutto
Planned Unit Development

September 27, 2023

Developer: COLUMNAR

MB Hutto, LLC
c/o John Landwehr
Columnar Investments
PO Box 243
Parker, CO 80134

LIONHEART

1. General Provisions

A. Title

This ordinance is known as the "Meadow Brook" Planned Unit Development Ordinance and may be cited as "Meadow Brook PUD".

B. 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 2020 UDC, as amended.

C. 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.

D. 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 Development Services Director may approve minor modifications if they promote flexibility in design and are consistent with the intent of the original PUD approval.

E. Modifications to PUD

Modifications of the Concept Plan pertaining to (a) Private drives and trails; (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) cumulative changes of less than ten percent (10%) in the size of any section or phase shown on the Concept Plan, shall be considered "Minor Modifications" over which the City's Development Services Director has final review and decision-making authority.

In addition, the City may request modifications to the Concept Plan relating to streets 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 Development Services 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 Modification 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.

F. 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.

G. Intent

The Meadow Brook PUD is intended to allow creativity, innovation, and flexibility in the application of diverse housing types that integrate a mixture of fee-simple lots including attached townhomes, and detached homes on 50' and 60' lots within the same master planned community. This mix in housing product provides much needed opportunities for home ownership at a variety of income levels and for a wide mix of households in an active and connected community anchored by a meaningful parks and open space system.

H. Criteria

The Meadow Brook PUD meets the following criteria for approval of a PUD as stated in Section 10.203.13.3 of the City of Hutto Unified Development Code.

- The PUD is consistent with the spirit of the community, neighborhood and other applicableland 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.
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- 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.
- 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.

2. Development Plan & Land Uses

A. Total Buildable Acres

The Meadow Brook PUD development site consists of 87.8 gross acres and 68.8 net acres of land. Net acres is defined as each acre within the boundaries of the PUD with the exception of the land area dedicated as right-of-way on the City's thoroughfare plan and open space. The Net Area calculations are illustrated in "Figure 1: Buildable Area Diagram"

Description	Acres
Gross Acres	87.8
Open Space	17.8
Rights of Way	1.2
Net Acres	**68.8**

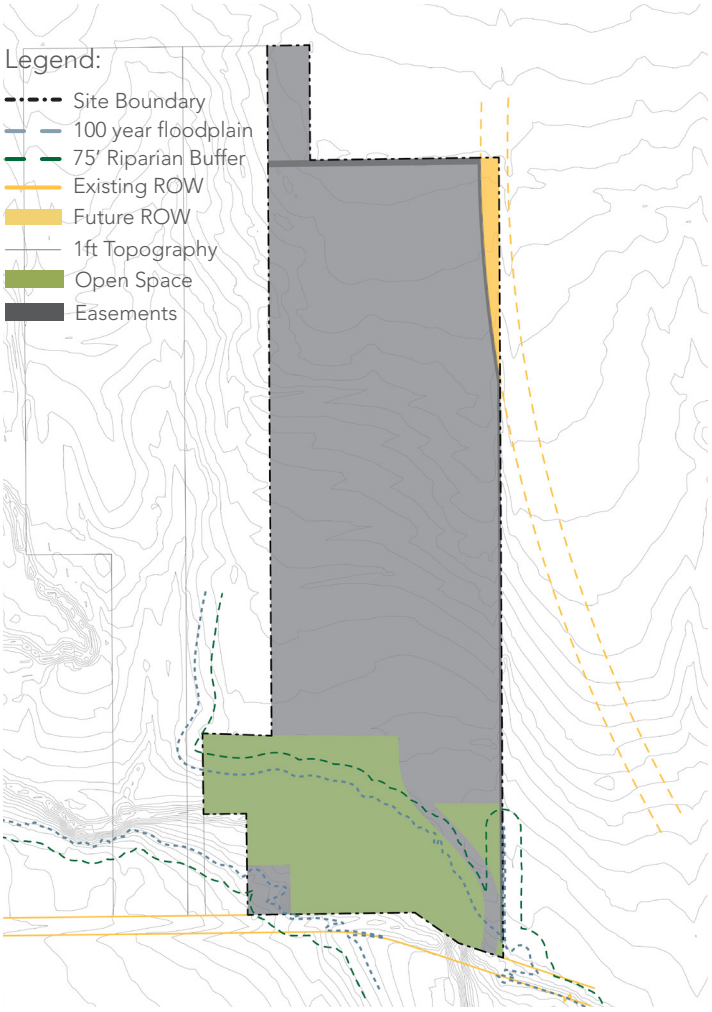


Figure 1: Buildable Area Diagram

B. Site Density

The Meadow Brook PUD includes a maximum of 520 units and a total net density of 7.55 units per acre.

Description	Acres
Maximum Units	520
Net Acres	68.8
Dwelling Units per Net Acre	**7.55 max.**

C. Riparian Buffer

No residential lots will be permitted to encroach into the riparian buffer. No structures within the open space area will be constructed within the Riparian Buffer. In order to support access to neighborhood services along the adjacent highway, a commercial lot has been identified within the riparian buffer. Commercial structures will be permitted within this area as long as they comply with all regulations applicable to development within a floodplain.

D. Base Zoning

For the purpose of addressing any development regulation or conditions not modified within this PUD, Single Family 2 (SF-2) and Commercial General (B-2) base zoning districts shall be utilized. The base zoning districts shall apply as illustrated in Exhibit B: Meadow Brook Land Use Plan.

E. Land Use Plan

Exhibit B: Meadow Brook Land Use Plan is conceptual in nature and is intended to convey the general vision for the various product types and how they will be configured. During the site development plan process, adjustments may be necessary to accommodate engineering and/or City considerations and comments, which have not been fully evaluated at this initial zoning stage. The Planning Director may administratively approve modifications to this plan, as long as the general design intent and principles remain consistent with the language of this PUD.

F. Land Use Areas and Descriptions

The Meadow Brook PUD is made up of two (2) Land Use Areas as depicted in "Figure 2: Land Use Diagram" and further described below.

Single Family-2 Residential

The single family-2 residential land use area is intended to be used for a range of detached and attached single family homes. All homes will be constructed on fee simple lots and made available for home ownership opportunities to a wide range of individuals and families with varying household sizes and income levels.

Base Zoning	SF-2
Acres	67.8
Max Units	520
Permitted Building Types:	Detached Single Family (50' Lots and 60' Lots); Attached Single Family

The allocation of building types within the Single Family-2 Residential Land Use Category are based on the maximum units allowed and shall comply with the following table. Development Standards for each building type are further defined in Section 3: Development Standards.

Building Type Allocation in SF-2

	Min. Units	Max. Units
Detached SF - 60' Lot	30	40
Detached SF - 50' Lot	160	230
Attached SF	100	250

Commercial Land Use Category

The commercial land use category is located along FM1660 and is intended for a wide range of retail uses, offices and personal and business services.

Base Zoning	B2
Max Acres	1
Permitted Uses	All uses permitted by the base zoning with the exception of the following: • Large Item Sales and Rental class 1 and 2 • Vehicle minor repair facility • Pawn Shops • Payday loans

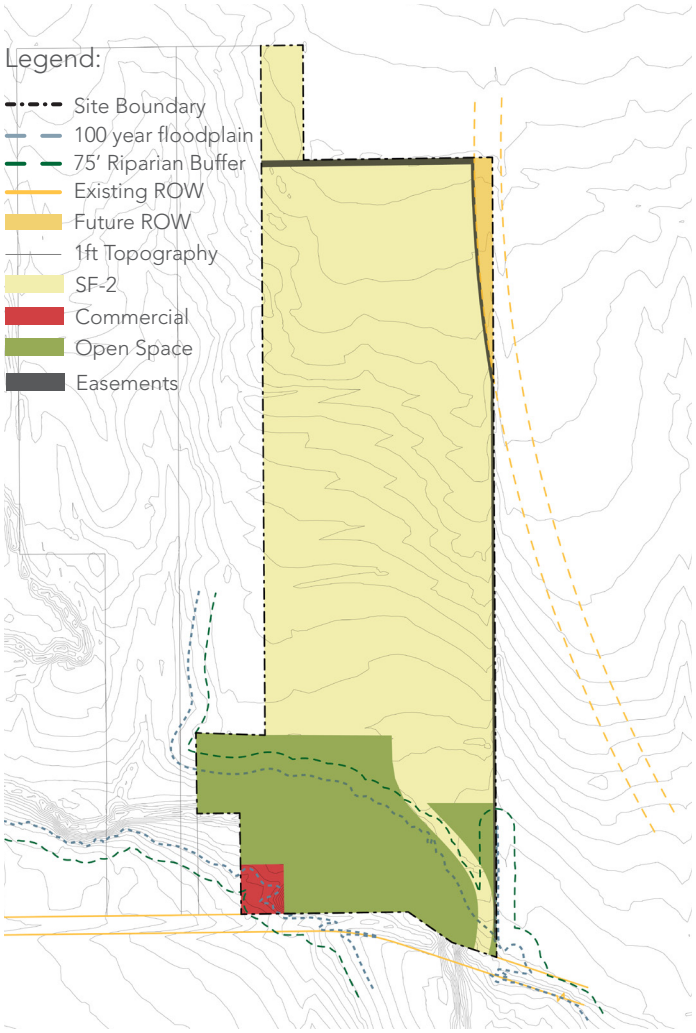


Figure 2: Land Use Diagram

3. Building Type Standards

DETACHED SINGLE FAMILY (50′ LOTS AND 60′ LOTS)

The detached single-family buildings refer to standalone residential structures, on separate lots, designed to accommodate a single household and providing privacy the residents.

Lot Standards

	50′ Lots	60′ Lots
Lot Area (min.)	5,500 Sf	7,000 Sf
Lot Width (at building line)	50 ft	60 ft
Lot Depth (min.)	115 ft	115 ft
Impervious Cover (max.)	60%	60%

Setbacks*

Front Yard (min.)	20 ft
Side Yard (min.)	5 ft
Rear Yard (min.)	10 ft
Side and Rear Yard (Accessory Building)	5 ft

Note: Accessory buildings are not permitted between the front building line of the primary building and the public right-of-way.

Note: Building spacing and setbacks will comply with adopted building and fire codes.

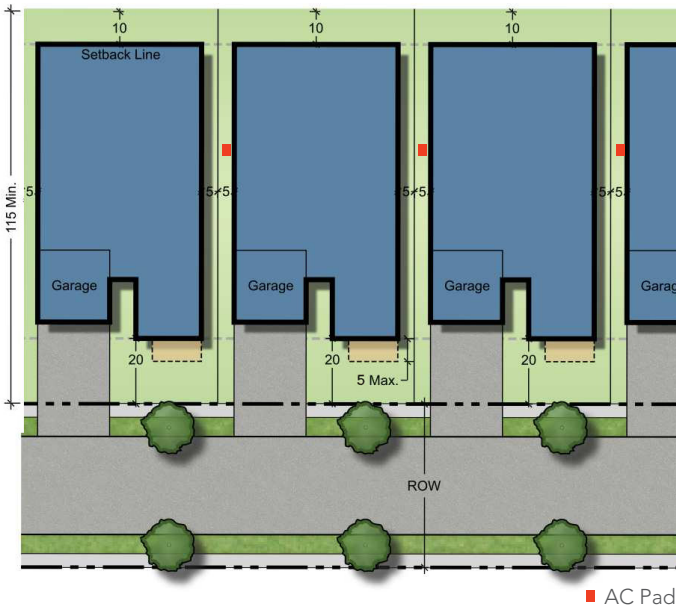
Building Standards

Space between buildings	10 ft
Building Height Max (Primary Building)	35 ft or 2-stories
Building Height Max (Accessory Building)	15 ft
Required Front Porch (min.)	5′ deep and 96 SF

Note: Building Height is measured consistent with City of Hutto Unified Development Code 2020 definition of height.

Parking per Unit

	50′ Lots	60′ Lots
Garage Parking Spaces (min.)	2	2



*Setback encroachment exceptions:

Air conditioning equipment is permitted in any part of the side and rear yard. Must be screened with landscaping from view and shall be placed on the identical side of adjacent units.

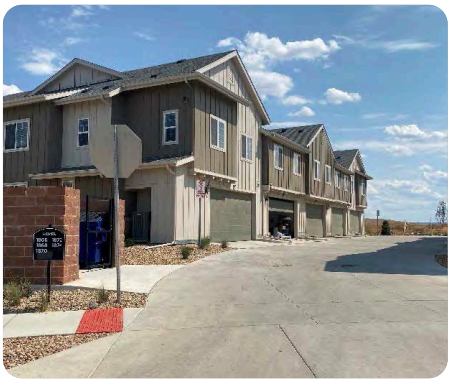
ADA ramps are permitted on any yard on the site as long as they do not impede pedestrian flow.

Retaining walls are permitted on any yard on the site.

Architectural Features, including bay windows, overhanging eaves, porches, and roof top eaves are permitted to encroach a maximum of 5′ into any required yard.

ATTACHED SINGLE FAMILY

The attached single family building type refer to residential units sharing common walls with neighboring units. They have individual entries and alley loaded two car garages.



Lot Standards

Lot Area (min.)	1,500 Sf
Lot Width (at building line)	20 ft
Lot Depth (min.)	80 ft
Impervious Cover (max.)	70%

Setbacks

Front (min.) (A)	20 ft
Side Yard (min.)	5 ft or 0 ft
Rear Yard (min.) (B)	5 ft

*Side setback of 0 feet is allowed only for internal attached buildings with a common wall.

Note: Building construction, and setbacks will comply with the International Residential Building Code and Fire Code.

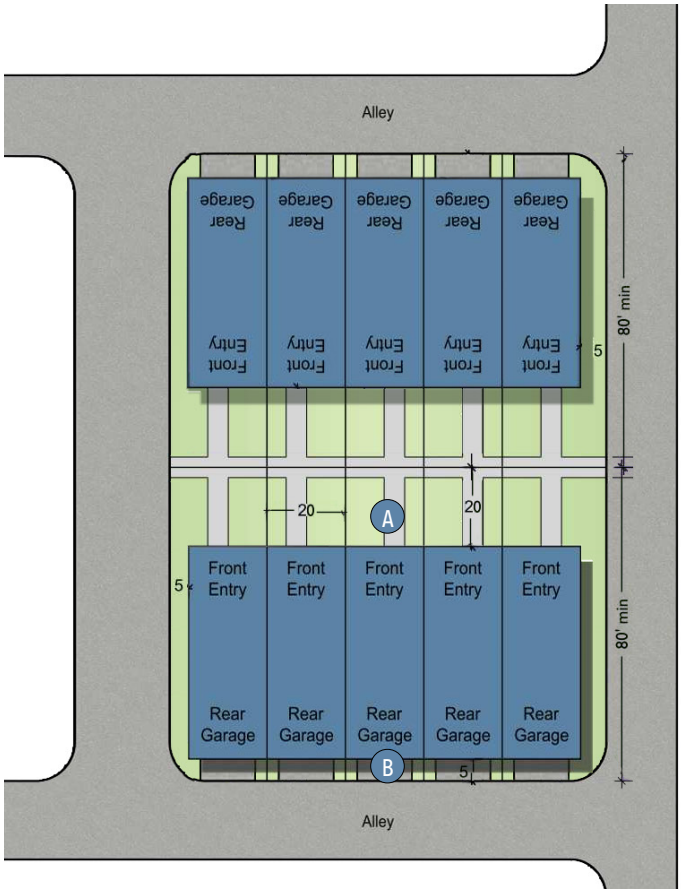
Building Standards

Space between buildings	0 ft / 10 ft*
Building Height Max (Primary Building) up-to peak	35' or 2-stories
Maximum number of attached units	6

Parking per Unit

Off Street Parking Spaces (min.)	2 per unit
Overflow and Visitor Parking (On-street) (Min.)	.5 per unit

Note: Required visitor / overflow parking areas must be located within 200' of the unit.



Air conditioning equipment is permitted in the rear yard.

4. Street Type Standards

RESIDENTIAL COLLECTOR

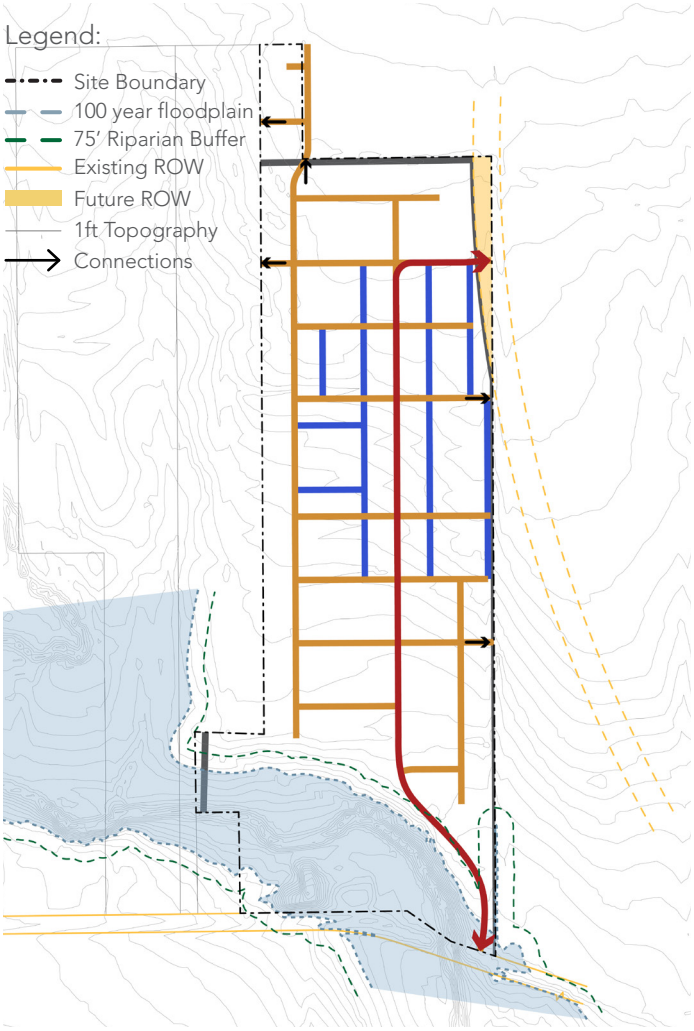
The Residential collector serves as the spine of the neighborhood and connects residences from the existing FM1660 to the planned future ROW.

RESIDENTIAL STREET

These streets are intended to provide access to the lots and operate at lower speeds, providing access to the collector street. Residential streets include room for parallel parking on one side of the street.

ALLEY

Alleys are pathways that provide rear access to parking garages and service areas. They are designed for vehicular access and waste collection while offering a less congested and quieter environment compared to other streets.

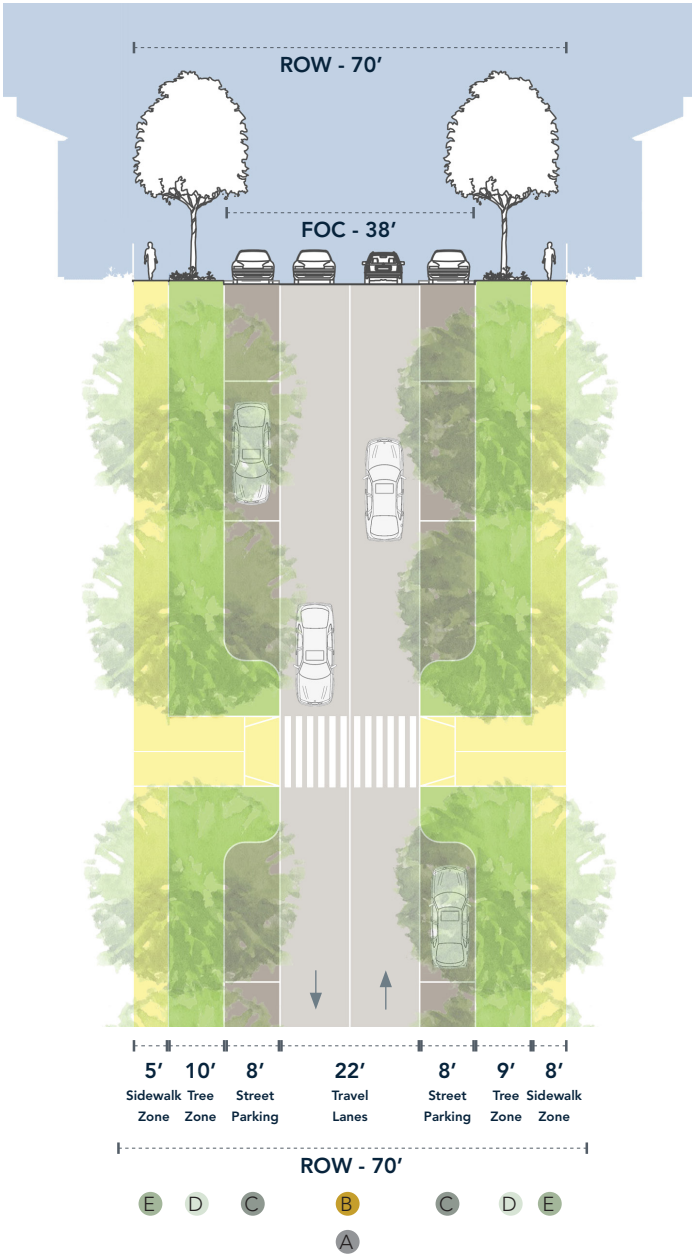


General Guidelines:
The precise alignment of the streets and alleys included in the Plan may be varied with City Development Services Staff approval.
Driveways may be reviewed and approved by the City of Hutto Development Services Staff at the time of site plan per the UDC 2020.
Sidewalks will be provided internally for pedestrian circulation from the parking areas to the individual units. Final configurations and alignments will be defined during the site plan development application process.

RESIDENTIAL COLLECTOR

The Residential collector serves as the spine of the neighborhood and connects residences to the rest of the transportation system of the City.

Street Standards		
A	Right-of-Way Width	70′
B	Travel Lanes	22′ total
C	Parking Lanes	8′ wide on street parking
D	Tree Zone	Trees 30′ on Center, 4″ Caliper
E	Sidewalk Zone	8′ Trail on one side and 5′ sidewalk on the opposite
	Tree Species permitted	Monterrey Oak, Bald Cypress, Red Oak, Red Maple

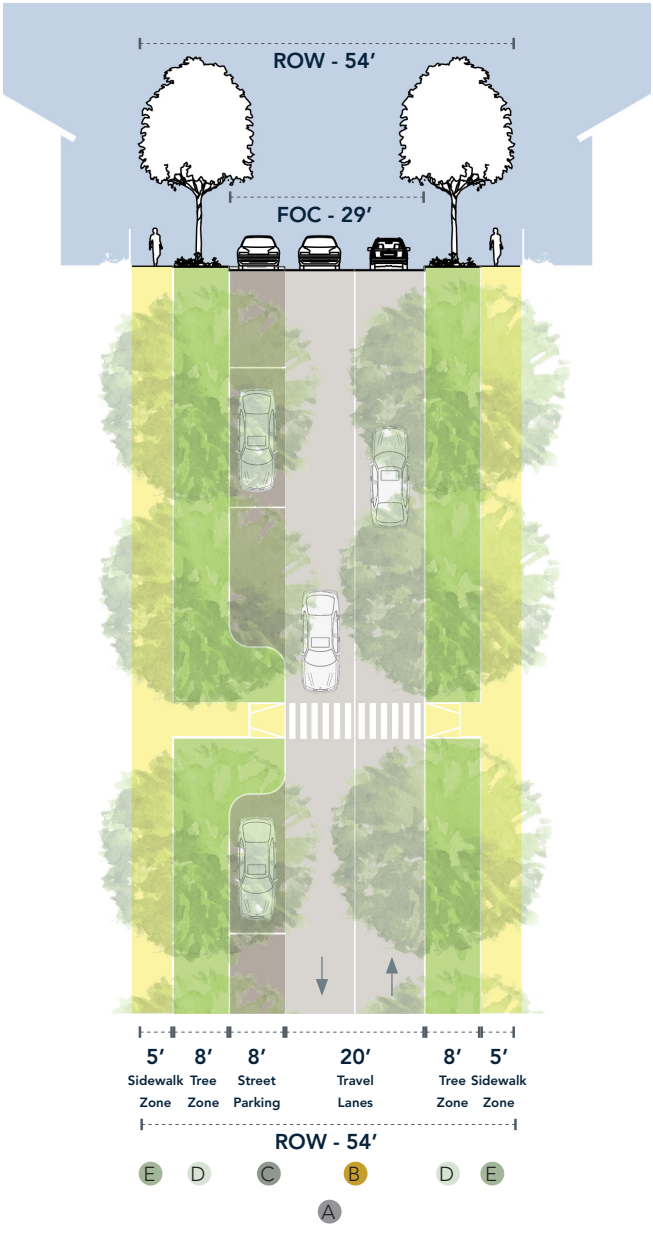


RESIDENTIAL STREET

These streets are intended to provide access to the lots and operate at lower speeds, providing access to the collector street.

Street Standards		
A	Right-of-Way Width	69′
B	Travel Lanes	20′ total
C	Parking Lanes	8′ wide
D	Tree Zone	Trees 30′ on Center, 4″ Caliper
E	Sidewalk Zone	5′ clear walking zone
	Tree Species permitted	Monterrey Oak, Bald Cypress, Red Oak, Red Maple

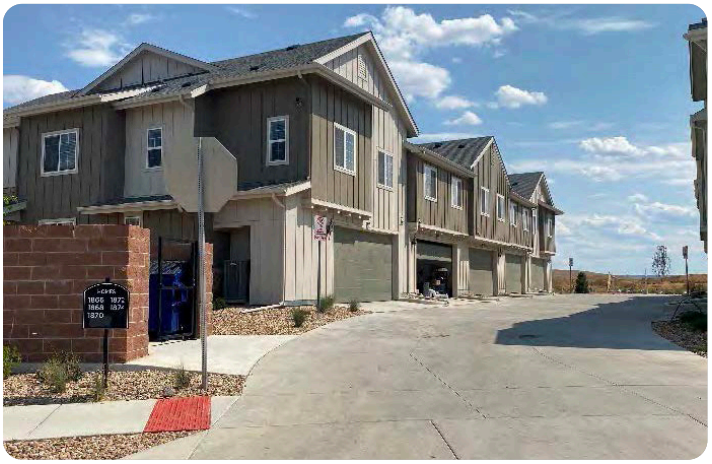
Note: Where open space is adjacent to the residential street the tree zone may be expanded and the sidewalk replaced with an 8′ walking trail.

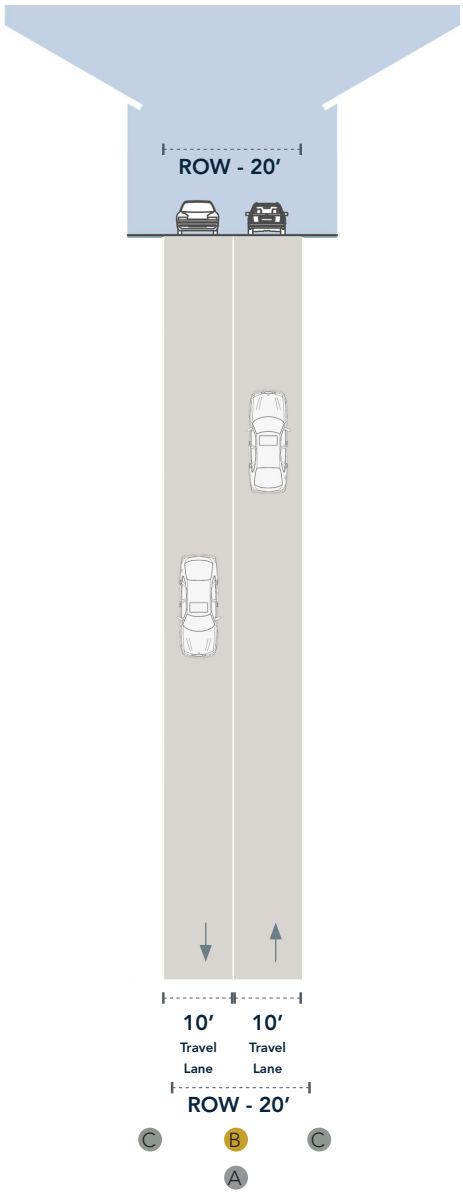


ALLEY

Alleys are pathways that provide rear access to parking garages and service areas. They are designed for vehicular access and waste collection while offering a less congested and quieter environment compared to other streets. Surface parking is not encouraged or permitted in alleys.

Street Standards		
A	Right-of-Way Width	20′
B	Travel Lanes	20′ total
	Note: If the Alley needs to be used for fire access, the ROW will be 25′	





5. Common Open Spaces

PASSIVE PARKS

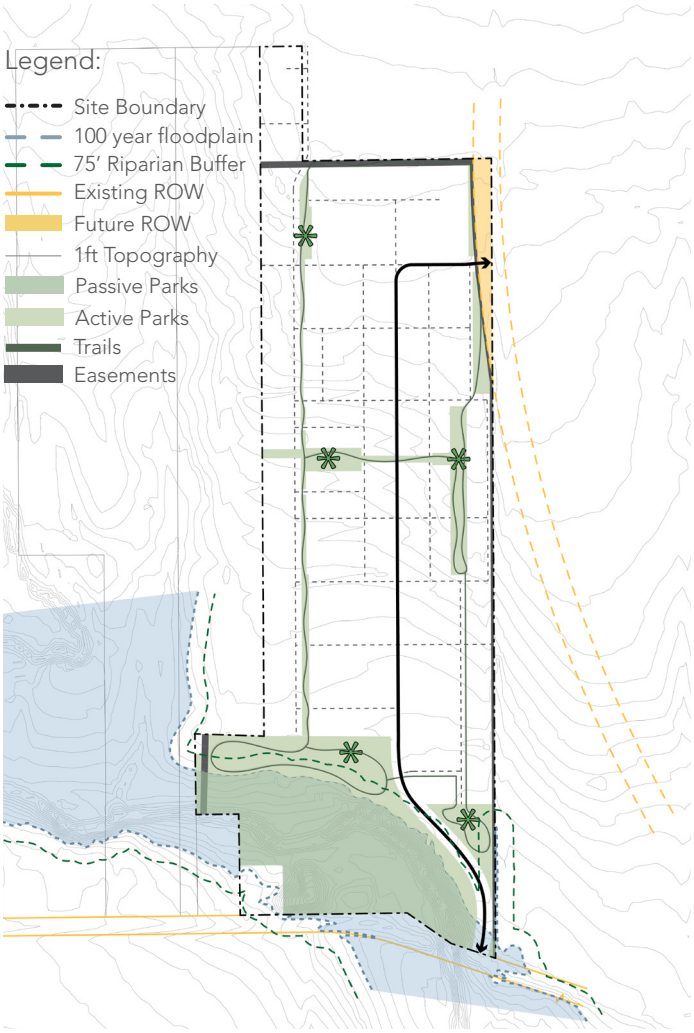
The passive park is made up of floodplain and riparian zones and is intended for passive recreation and wildlife viewing. These are informal spaces that may include trails and walking paths but are largely left in a natural state.

ACTIVE PARKS

Active parks are spread throughout the site and serve as a gathering place for social and recreational purposes. Active parks are developed with amenities and landscaped areas. All active parks will be maintained and operated by the HOA.

TRAILS

Trails are primarily natural linear open spaces for walking and biking, that serve to enhance connectivity between open space types and the residential uses.



Amenities:

An internal, private network of amenities will be provided within the community. Required amenities within active HOA maintained parks include:
- Pavilion
- Playscape
- Trails (Min. 1 mile)

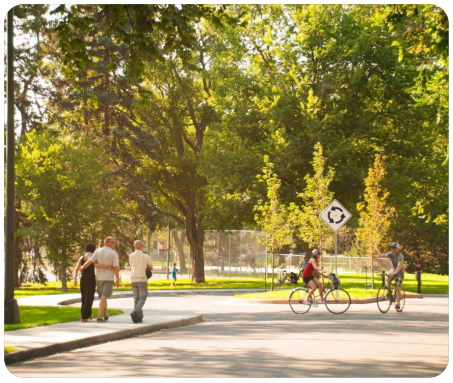
In addition to required amenities at least 3 of the following amenities are required within Active Parks:

- Plaza
- Turf area
- Flex use lawn
- Picnic area, communal dining
- Seating
- Bathrooms
- Shade sails, structures or pavilion
- Dog park
- Sports court
- Signage
- Pedestrian amenities (drinking fountain, bike racks etc)
- Bird blind
- Hammock grove
- Trail gateway
- Pathways
- Pond
- Splash Pad
- Exercise Equipment
- Additional play equipment
- Outdoor Games
- Other recreational and park amenities as approved by the Director.

PASSIVE PARKS

ACTIVE PARKS

TRAILS



6. Supplemental Standards

A. Landscaping

Landscape standards shall comply with the City of Hutto Landscape Standards Section 10.407 of the Unified Development Code 2020, except where modified by this PUD.

B. Lighting

Lighting standards shall comply with the Outdoor Lighting Standards Section 10.409 of the Unified Development Code 2020.

C. Signage

Signage shall comply with the City of Hutto Signage Standards Section 10.410 of the Unified Development Code 2020.

D. Fencing

Fencing shall comply with the City of Hutto fencing standards in Section 10.408 of the Unified Development Code 2020 with the following exception:

- Fences within the side or rear yard adjacent to a street, park, or trail must be no more than 3.5 ft. (42 in.) tall and at least 50% transparent.
- Acceptable types / materials of all fences are wood, wood frame, wire, ornamental, picket (wood, plastic), ranch (wood, plastic), privacy (wood, plastic), masonry, shrubbery hedge.

SITE METRICS	
Total Site Area	87.8 acres

LAND USE SUMMARY TABLE		
	Acres	**Max Units**
Single Family 2 (SF-2)	67.8	520
Commercial	1	
Open Space	17.8	
Right of Way	1.2	
TOTAL	**87.8**	**520**

General Notes

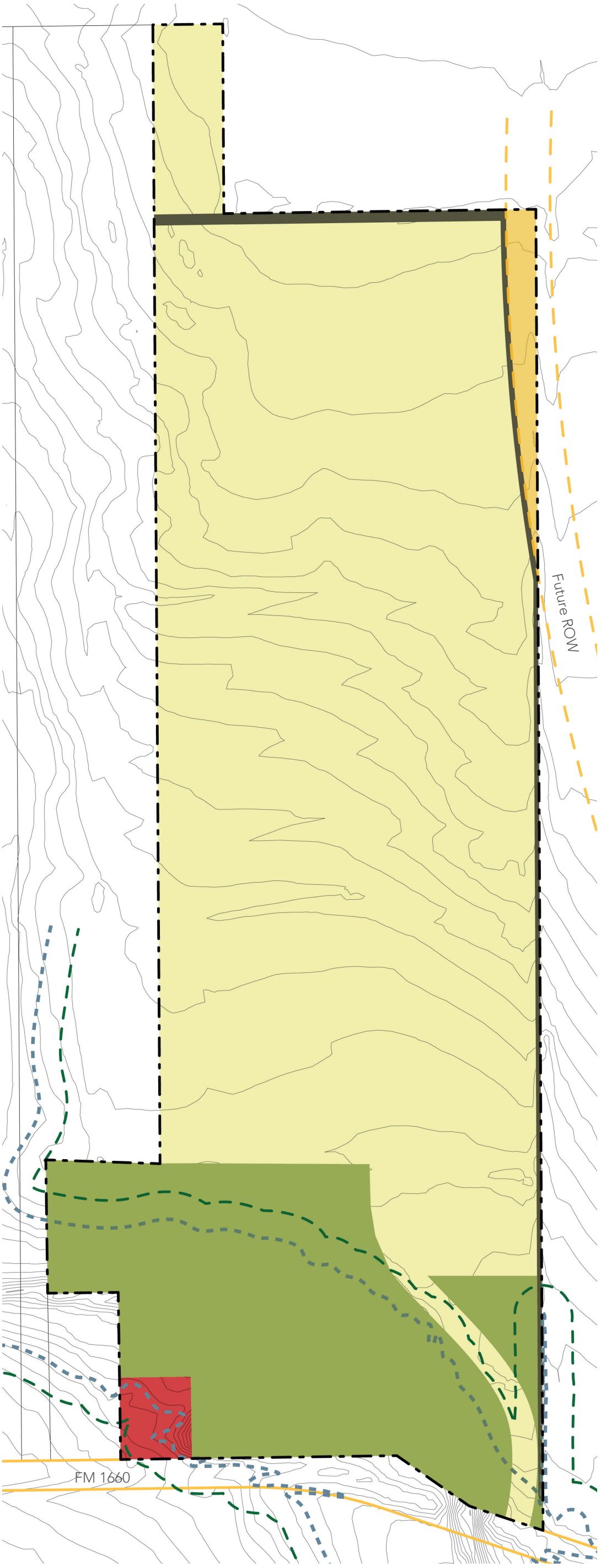
1. All maximum allowable densities are subject to the Traffic Impact Analysis (TIA).
2. Maximum residential units are consistent with the Meadow Brook SER.
3. In order to achieve a diversity in for-sale homeownership opportunities, access to each lot may be provided from a public street, or public alley.
4. The following activities and structures are permitted within the 75' riparian zone:

   - Entrance Road

   - Commercial Structure

   - Trail construction

   All residential lots and associated structures and amenities will be located outside of the riparian zone.
5. The 100-year floodplain shown hereon was calculated utilizing City of Hutto drainage criteria and represents a fully developed 100-year discharge utilizing ATLAS 14 flow rates. A formal drainage study will be provided to the City of Hutto for review with the Preliminary Plan application.



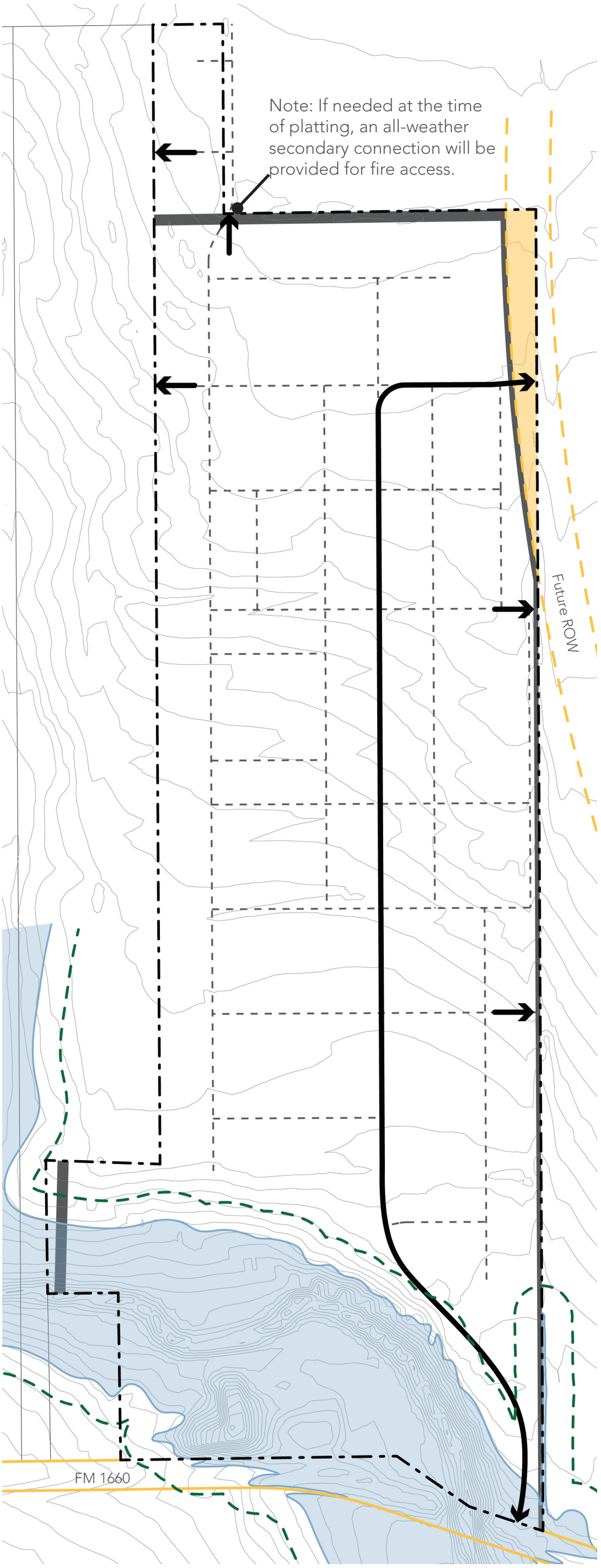
COLUMNAR
LIONHEART

EXHIBIT A: MEADOW BROOK LAND USE PLAN (PAGE 1)

SUBMITTAL DATE: 08/18/2023

General Notes

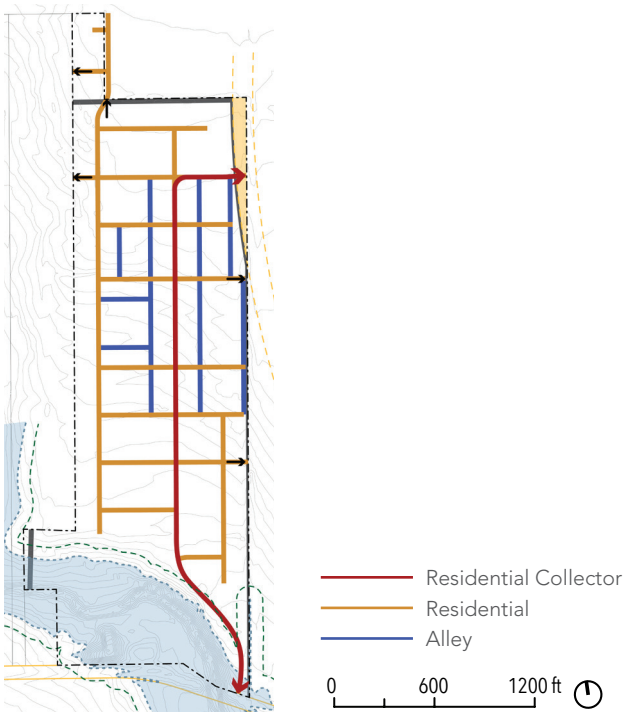
1. Road alignments are conceptual and subject to change.



COLUMNAR
LIONHEART

EXHIBIT B: MEADOW BROOK CIRCULATION PLAN

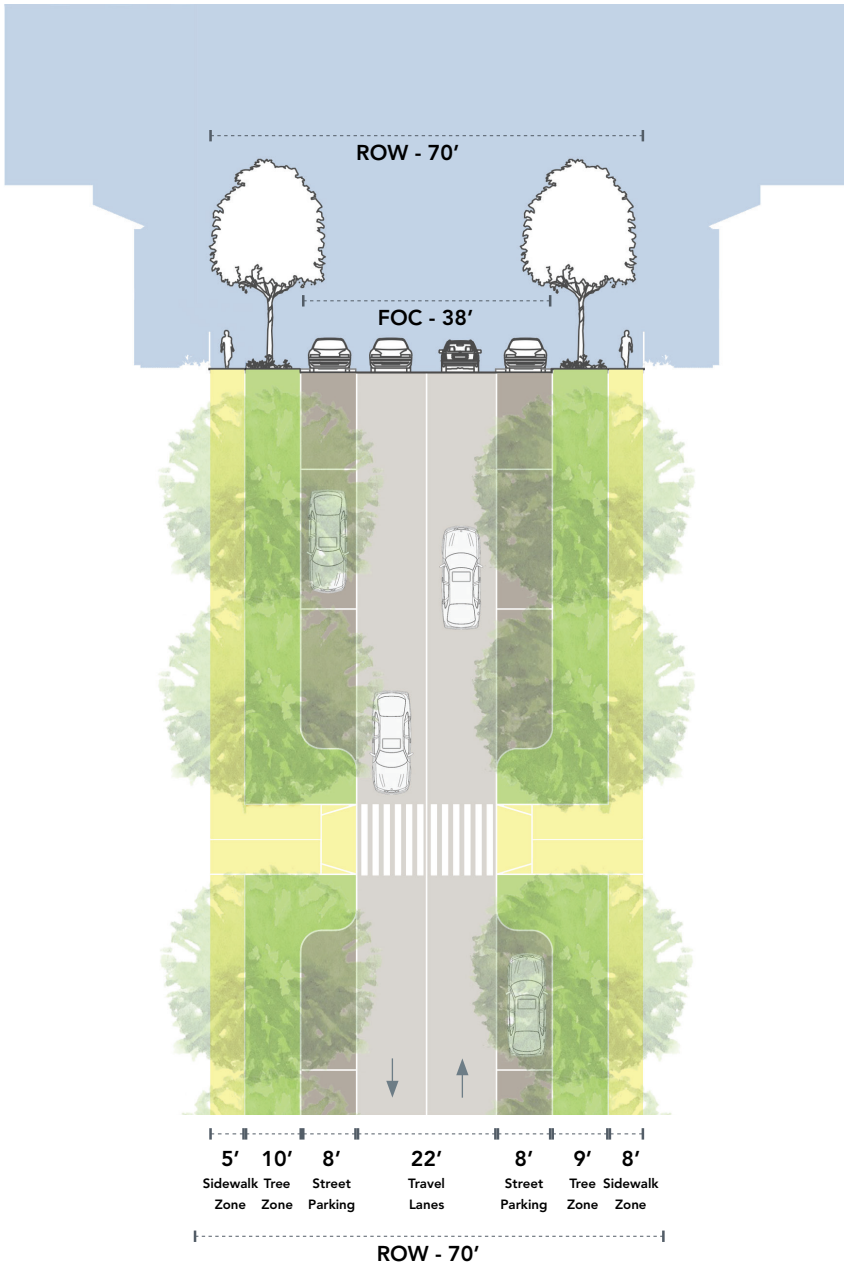
SUBMITTAL DATE: 08/18/2023



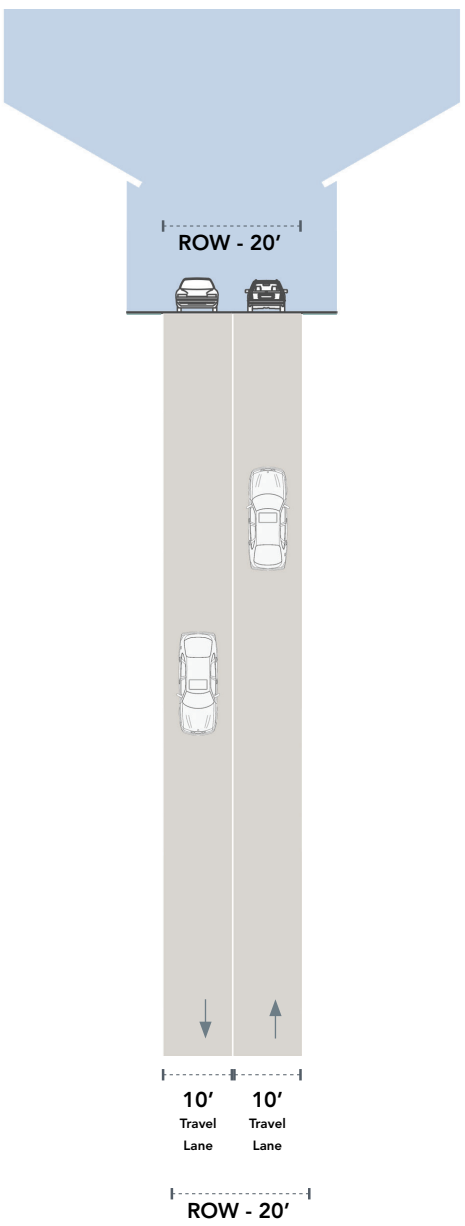
Key Map

General Notes

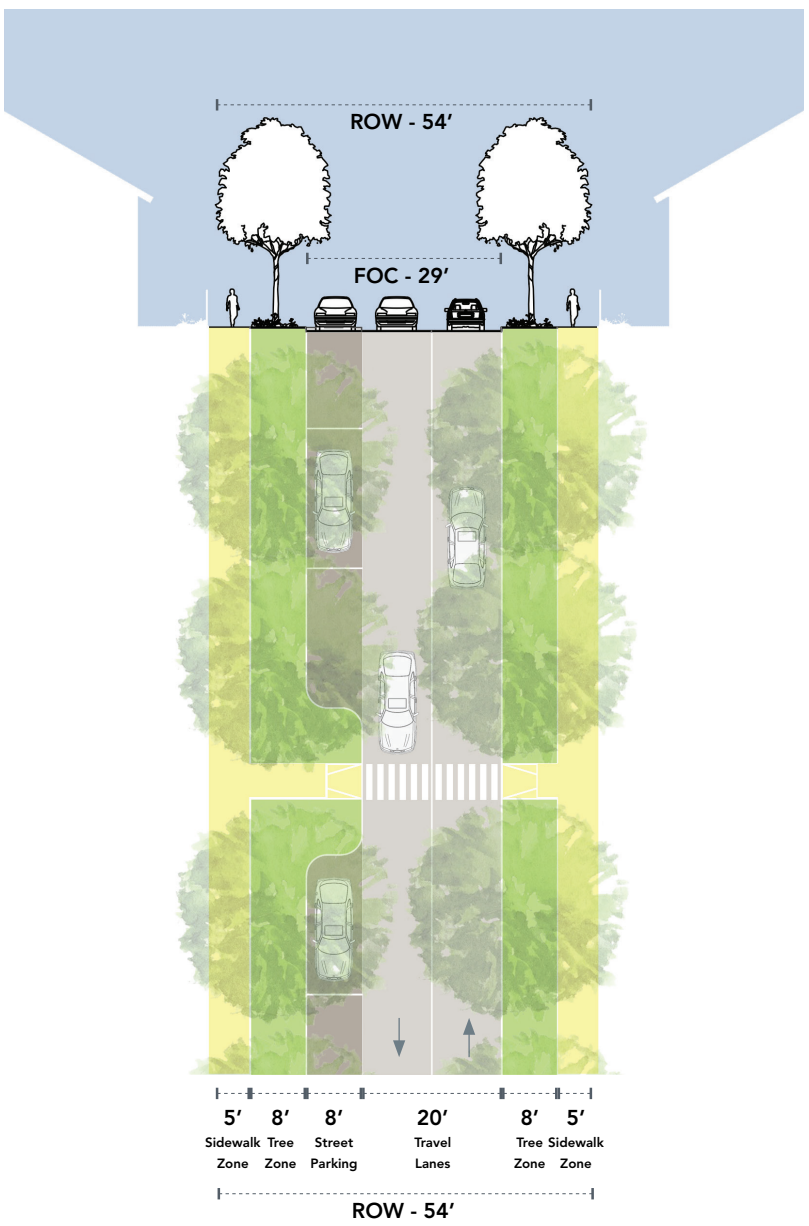
1. Road sections are preliminary and subject to change.
2. Street trees are approximately 30’ O.C.
3. Following trees can be used consistently across street sections: Monterrey Oak, Bald Cypress, Red Oak, Red Maple.
4. Where open space is adjacent to the residential street the tree zone may be expanded and the sidewalk replaced with an 8’ walking trail.
5. If the Alley needs to be used for fire access, the ROW will be 25’



RESIDENTIAL COLLECTOR



ALLEY

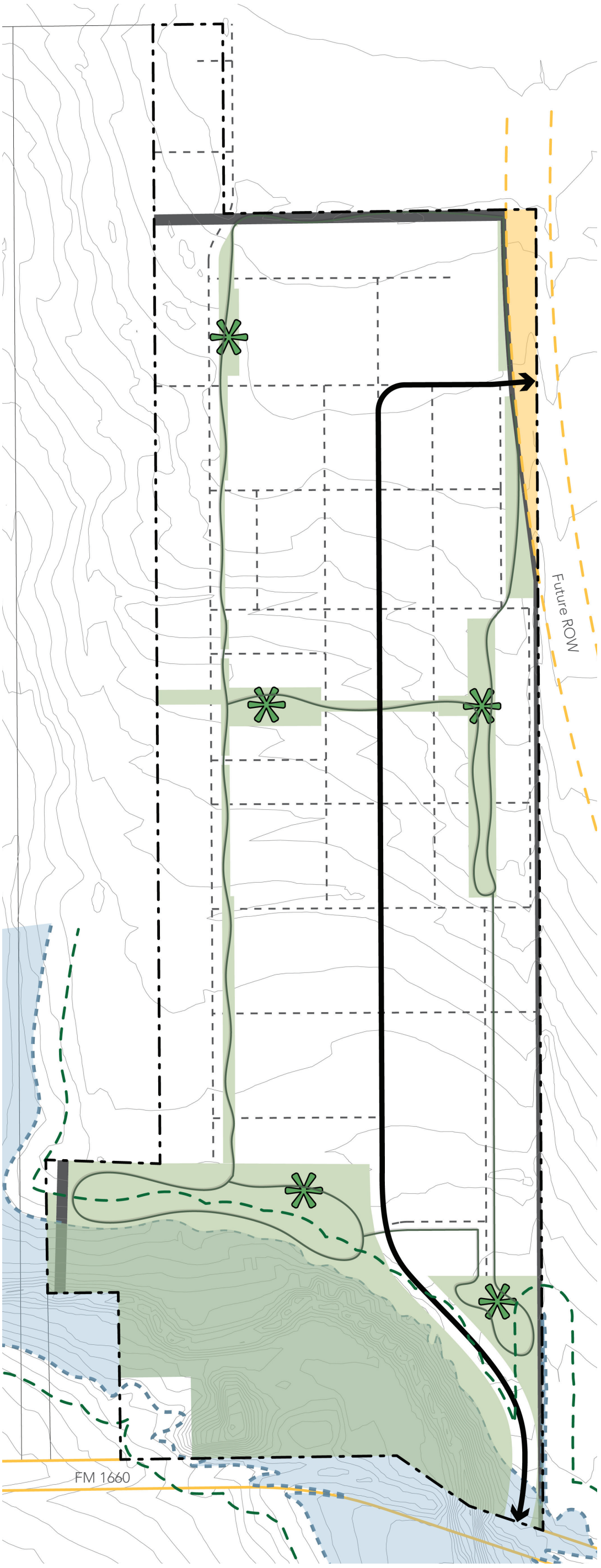


RESIDENTIAL STREET

REQUIRED PARKLAND	
Park Type	**Min. Acres**
Passive	10 acres
Active	8 acres
TOTAL	**18 acres**

General Notes

1. The location, size, and orientation of active parks may change as long as the following standards are met:
    - An active park is provided within 1/4 mile of each residence.
    - Required amenities identified in the Meadow Brook PUD are constructed.



Legend:

- Site Boundary
- Atlas-14: 100 year floodplain
- 75' Riparian Buffer
- Existing ROW
- Future ROW
- Easements
- 1ft Topography lines

Parks:

- Passive Parks
- Active Parks
- HOA Parks
- Trails
- Residential Collector
- Streets / Alleys

COLUMNAR
LIONHEART

EXHIBIT C: MEADOW BROOK OPEN SPACE PLAN

SUBMITTAL DATE: 08/18/2023

MEADOW BROOK ILLUSTRATIVE PLAN

08.03.2023

LIONHEART

0’ 75’ 150’ 300’

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

87.834 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 87.834 ACRES (APPROXIMATELY 3,826,046 SQ. FT.) IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 4.23 ACRE TRACT (TRACT 1), ALL OF A 45.77 ACRE TRACT (TRACT 2), ALL OF A 34.17 ACRE TRACT (TRACT 3) AND ALL OF A 3.735 ACRE TRACT (TRACT 4) CONVEYED TO SWINDOLL INVESTMENTS, LP IN A SPECIAL WARRANTY DEED EXECUTED DECEMBER 15, 2008 AND RECORDED IN DOCUMENT NO. 2008093458 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 87.834 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the north right-of-way line of F.M. 1660 (right-of-way width varies) as shown on TXDOT right-of-way map Control No. 1556 – Section No. 2 – Job No. 1, being the southwest corner of the said Swindoll Investments 34.17 acre tract, being the southeast corner of the said 3.735 acre tract;

THENCE North 82°47'48" West with the north right-of-way line of F.M. 1660 and the south line of the said 3.735 acre tract, a distance of 112.14 feet to a calculated point for a southwest corner of the said 3.735 acre tract, being the southeast corner of a 1.99 acre tract described in Document No. 2015076155 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar found, bears South 07°09'25" West, a distance of 0.66 feet and a concrete highway monument found in the north right-of-way line of F.M. 1660 at highway station 142+86.6, 40' left, bears North 82°47'48" West, a distance of 312.64 feet;

THENCE with the common line of the said 3.735 acre tract and the said 1.99 acre tract, the following two (2) courses and distances:

1. North 07°09'25" East, a distance of 455.34 feet to a 1/2" rebar with "Early Boundary" cap set for the northeast corner of the said 1.99 acre tract;

2. North 82°39'10" West, a distance of 192.08 feet to a 1/2" rebar with "Early Boundary" cap set for the northwest corner of the said 1.99 acre tract;

THENCE with the perimeter of the said 3.735 acre tract, the following two (2) courses and distances:

1. North 07°13'30" East, a distance of 363.22 feet to a 1/2" rebar with "Early Boundary" cap set for the northwest corner of the said 3.735 acre tract;

2. South 80°05'23" East, a distance of 310.92 feet to a 1/2" rebar with "Early Boundary" cap set for the northeast corner of the said 3.735 acre tract, being in the west line of the said Swindoll Investments 34.17 acre tract, being in the east line of a 34.17 acre tract conveyed to Claudia Ann Crislip in Document No. 2018083501 of the Official Public Records of Williamson County, Texas;

THENCE North 07°38'21" East with west line of the said Swindoll Investments 34.17 acre tract and the east line of the said Crislip 34.17 acre tract, a distance of 3102.82 feet to a 1/2" rebar with "Early Boundary" cap set for the northwest corner of the said Swindoll Investments 34.17 acre tract and the northeast corner of the said Crislip 34.17 acre tract, being also in the south line of a 367.15 acre tract described in Document No. 2003097298 of the Official Public Records of Williamson County, Texas, from which a 5/8" rebar found for an angle point in the south line of the said 367.15 acre tract, being the northwest corner of a 50.00 acre tract described in Document No. 2018083501 of the Official Public Records of Williamson County, Texas, bears North 82°43'53" West, a distance of 1098.11 feet and an additional 1/2" rebar found, bears South 89°07'36" East, a distance of 4.99 feet;

THENCE with the common line of the said Swindoll Investments 34.17 acre tract, the said 45.77 acre tract and the said 367.15 acre tract, the following three (3) courses and distances:

1. South 82°43'53" East, a distance of 190.02 feet to a 5/8" rebar found;

2. South 07°39'24" West, a distance of 516.71 feet to a 5/8" rebar found;

3. South 82°47'33" East, a distance of 849.03 feet to a 1/2" rebar found for the northeast corner of the said 45.77 acre tract, being in the west line of a 143.5 acre tract described in Document No. 2010007498 of the Official Public Records of Williamson County, Texas;

THENCE South 07°41'20" West with the east line of the said 45.77 acre tract and the west line of the said 143.5 acre tract, a distance of 2631.49 feet to a calculated point for a southeast corner of the said 45.77 acre tract, being the northeast corner of the said 4.23 acre tract, from which a 5/8" rebar found for the northwest corner of the said 4.23 acre tract, being an angle point in the south line of the said 45.77 acre tract, bears North 82°16'16" West, a distance of 216.00 feet;

THENCE South 07°41'20" West with the east line of the said 4.23 acre tract and the west line of the said 143.5 acre tract, a distance of 968.04 feet to a calculated point north right-of-way line of F.M. 1660, being the southeast corner of the said 4.23 acre tract, being also the southwest corner of the said 143.5 acre tract, from which a mag nail with washer set for reference in the centerline of a concrete ditch, bears South 07°41'20" West, a distance of 8.31 feet;

THENCE with the north right-of-way line of F.M. 1660, the south line of the said 4.23 acre tract and the south line of the said 45.77 acre tract, the following three (3) courses and distances:

1. North 63°38'49" West, a distance of 211.52 feet to a calculated point in a creek;

2. North 47°09'31" West, a distance of 240.10 feet to a concrete highway monument found, from which a concrete highway monument found in the south right-of-way line of F.M. 1660 at highway station 153+28.2, 40' right, bears South 23°57'59" West, a distance of 148.27 feet;

3. North 82°47'48" West, a distance of 231.38 feet to a calculated point, from which a 1/2" rebar found, bears North 07°41'20" East, a distance of 0.19 feet;

THENCE with the north right-of-way line of F.M. 1660 and the south line of the said Swindoll Investments 34.17 acre tract, the following two (2) courses and distances:

1. North 82°47'48" West, a distance of 174.52 feet to a concrete highway monument found at highway station 149+44.5, 40' left;

2. North 82°47'48" West, a distance of 233.33 feet to the **POINT OF BEGINNING**, containing an area of 87.834 acres, more or less.

Surveyed on the ground on December 15, 2020

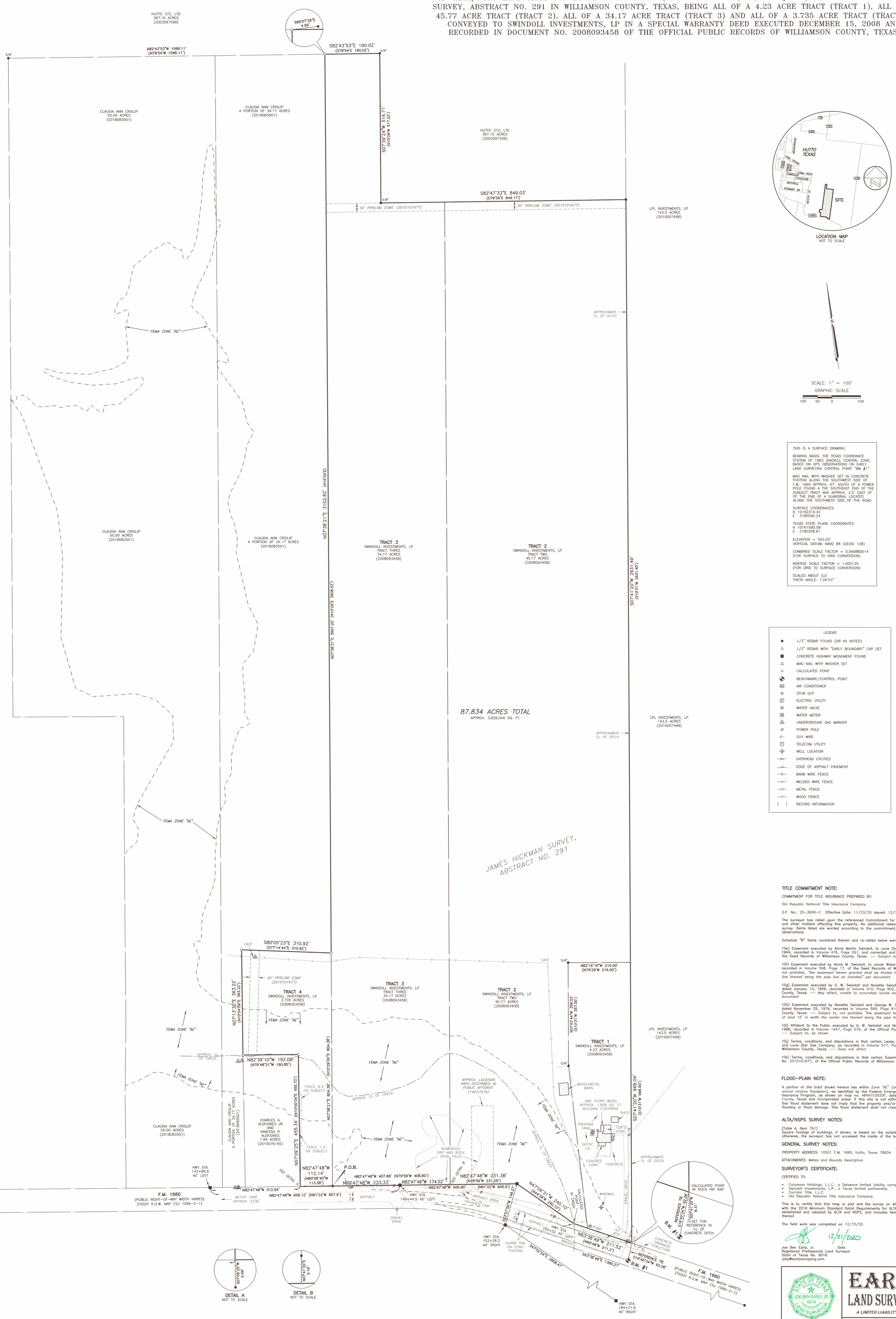
Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-001-BASE

12/21/2020

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016

AN ALTA/NSPS LAND TITLE SURVEY OF 87.834 ACRES (APPROXIMATELY 3,826,046 SQ. FT.) IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 4.23 ACRE TRACT (TRACT 1), ALL OF A 45.77 ACRE TRACT (TRACT 2), ALL OF A 34.17 ACRE TRACT (TRACT 3) AND ALL OF A 3.735 ACRE TRACT (TRACT 4) CONVEYED TO SWINDOLL INVESTMENTS, LP IN A SPECIAL WARRANTY DEED EXECUTED DECEMBER 15, 2008 AND RECORDED IN DOCUMENT NO. 2008093458 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



LOCATION MAP
NOT TO SCALE

SCALE: 1" = 100'

GRAPHIC SCALE
100 50 0 100

THIS IS A SURFACE DRAWING.

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS OBSERVATIONS ON EARLY LAND SURVEYING CONTROL POINT "BM #1"

MAG NAIL WITH WASHER SET IN CONCRETE FOOTING ALONG THE SOUTHWEST SIDE OF F.M. 1660 APPROX. 67' SOUTH OF A POWER POLE FOUND A THE SOUTHEAST END OF THE SUBJECT TRACT AND APPROX. 2.5' EAST OF OF THE END OF A GUARDRAIL LOCATED ALONG THE SOUTHWEST SIDE OF THE ROAD.

SURFACE COORDINATES:
N 10162314.42
E 3180590.24

TEXAS STATE PLANE COORDINATES:
N 10161095.08
E 3180208.61

ELEVATION = 593.93'
VERTICAL DATUM: NAVD 88 (GEOID 12B)

COMBINED SCALE FACTOR = 0.999880014
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000120
(FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0,0
THETA ANGLE: 1°26'43"

LEGEND

●	1/2" REBAR FOUND (OR AS NOTED)
○	1/2" REBAR WITH "EARLY BOUNDARY" CAP SET
■	CONCRETE HIGHWAY MONUMENT FOUND
△	MAG NAIL WITH WASHER SET
▵	CALCULATED POINT
✠	BENCHMARK/CONTROL POINT
AC	AIR CONDITIONER
⊙	STUB OUT
E	ELECTRIC UTILITY
⊗	WATER VALVE
W	WATER METER
⚠	UNDERGROUND GAS MARKER
⌀	POWER POLE
⟵	GUY WIRE
T	TELECOM UTILITY
⌖	WELL LOCATION
—OU—	OVERHEAD UTILITIES
___//___	EDGE OF ASPHALT PAVEMENT
—X—	BARB WIRE FENCE
—o—	WELDED WIRE FENCE
—///—	METAL FENCE
—//—	WOOD FENCE
( )	RECORD INFORMATION

TITLE COMMITMENT NOTE:

COMMITMENT FOR TITLE INSURANCE PREPARED BY:

Old Republic National Title Insurance Company

G.F. No.: 20-3906-C Effective Date: 11/23/20 Issued: 12/7/20

The surveyor has relied upon the referenced Commitment for Title regarding easements, restrictions, and other matters affecting this property. No additional research was done for the purpose of this survey. Items listed are worded according to the commitment, followed by surveyor's notes and/or observations.

Schedule "B" items contained therein and re-listed below were considered:

10e) Easement executed by Annie Martin Swindoll, to Lone Star Gas Company, dated September 29, 1964, recorded in Volume 476, Page 261, and corrected and replaced in Volume 517, Page 299, of the Deed Records of Williamson County, Texas. -- Subject to, not plottable, blanket-type easement

10f) Easement executed by Annie M. Swindoll, to Jonah Water Supply Corp., dated August 19, 1978, recorded in Volume 598, Page 17, of the Deed Records of Williamson County, Texas. -- Subject to, not plottable, *"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"* per document

10g) Easement executed by G. W. Swindoll and Nanette Swindoll, to Texas Power and Light Company, dated January 13, 1956, recorded in Volume 410, Page 602, of the Deed Records of Williamson County, Texas. -- May affect, unable to accurately locate easement based on the description in the document

10h) Easement executed by Nanette Swindoll and George W. Swindoll, to Jonah Water Supply Corp., dated November 25, 1974, recorded in Volume 599, Page 919, of the Deed Records of Williamson County, Texas. -- Subject to, not plottable *"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"* per document

10i) Affidavit to the Public executed by G. W. Swindoll and Nanette B. Swindoll, dated November 11, 1986, recorded in Volume 1447, Page 574, of the Official Public Records of Williamson County, Texas. -- Subject to, as shown

10j) Terms, conditions, and stipulations in that certain Lease, by and between Annie Martin Swindoll and Lone Star Gas Company, as recorded in Volume 517, Page 358, of the Deed Records of Williamson County, Texas. -- Does not affect

10k) Terms, conditions, and stipulations in that certain Easement Agreement, as recorded in Document No. 2015101677, of the Official Public Records of Williamson County, Texas. -- Subject to, as shown

FLOOD-PLAIN NOTE:

A portion of the tract shown hereon lies within Zone "AE" (areas determined to be within the 1% annual chance floodplain), as identified by the Federal Emergency Management Agency, National Flood Insurance Program, as shown on map no. 48491C0520F, dated December 20, 2019, for Williamson County, Texas and incorporated areas. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This flood statement shall not create liability on the part of the surveyor.

ALTA/NSPS SURVEY NOTES:

(Table A, Item 7b1)
Square footage of buildings, if shown, is based on the outside, ground floor footprint. Unless noted otherwise, the surveyor has not accessed the inside of the building for measurement purposes.

GENERAL SURVEY NOTES:

PROPERTY ADDRESS: 10501 F.M. 1660, Hutto, Texas 78634

ATTACHMENTS: Metes and Bounds Description

SURVEYOR'S CERTIFICATE:

CERTIFIED TO:

- Columnar Holdings, L.L.C., a Delaware limited liability company
- Swindoll Investments, L.P., a Texas limited partnership
- Corridor Title, L.L.C.
- Old Republic National Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1-4, 7a, 7b1, 8, 13 & 14 of Table A thereof.

The field work was completed on 12/15/20.

12/21/2020

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016
joby@earlysurveying.com

STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR

Joe Ben Early, Jr.
R.P.L.S. No. 6016

EARLY
LAND SURVEYING
A LIMITED LIABILITY COMPANY

P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

PROJECT NO.: 1093-001
DRAWING NO.: 1093-001-BASE
PLOT DATE: 12/21/20
PLOT SCALE: 1" = 100'
DRAWN BY: MAW & JBE
SHEET 01 OF 01

RESOLUTION NO. R-2023-327

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING A MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF HUTTO, TEXAS, AND MB HUTTO, LLC REGARDING THE PROPOSED ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF HUTTO, TEXAS, TO WIT: 87.834 ACRES, MORE OR LESS, OF LAND DESCRIBED IN EXHIBIT "A", ALL OF SAID PROPERTY BEING SITUATED IN WILLIAMSON COUNTY, TEXAS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING PROPER NOTICE & MEETING, AND AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Texas ("City"), is a duly constituted home-rule municipality and, as such, is authorized to annex territory subject to the laws of the State of Texas and subject to its Charter; and

WHEREAS, the MB Hutto, LLC (the "Developer") the owners of the tracts of land containing 87.834 acres, more or less, of land in the extraterritorial jurisdiction ("ETJ") of the City, being out of the James Hickman Survey, Abstract No. 291 in Williamson County, Texas (the "Property"), and being more particularly described in **Exhibit "A"** attached hereto and made part hereof by reference for all purposes, have petitioned the City Council in writing to annex the Property; and

WHEREAS, pursuant to Section 43.0672, Texas Local Government Code, for the City to elect to annex the Property, the City and the owners of the land must first negotiate and enter into a municipal services agreement for provision of services in the area to be annexed, and such agreement must list each service the City will provide on the effective date of the annexation and include a schedule that includes the period within which the City will provide each service that is not provided on the effective date of the annexation; and

WHEREAS, the City and the owners have negotiated such a municipal services agreement and the City Council desires to authorize the City Manager to execute the municipal services agreement with the owners of the Property ("Agreement"), a copy of which is attached as **Exhibit "B"**.

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, a copy of same being attached hereto as **Exhibit "B"** 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 ___ day of _____, 2023.

_____
Mike Snyder, Mayor

ATTEST:

_____
Angela Lewis, City Secretary

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

87.834 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 87.834 ACRES (APPROXIMATELY 3,826,046 SQ. FT.) IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 4.23 ACRE TRACT (TRACT 1), ALL OF A 45.77 ACRE TRACT (TRACT 2), ALL OF A 34.17 ACRE TRACT (TRACT 3) AND ALL OF A 3.735 ACRE TRACT (TRACT 4) CONVEYED TO SWINDOLL INVESTMENTS, LP IN A SPECIAL WARRANTY DEED EXECUTED DECEMBER 15, 2008 AND RECORDED IN DOCUMENT NO. 2008093458 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 87.834 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the north right-of-way line of F.M. 1660 (right-of-way width varies) as shown on TXDOT right-of-way map Control No. 1556 – Section No. 2 – Job No. 1, being the southwest corner of the said Swindoll Investments 34.17 acre tract, being the southeast corner of the said 3.735 acre tract;

THENCE North 82°47'48" West with the north right-of-way line of F.M. 1660 and the south line of the said 3.735 acre tract, a distance of 112.14 feet to a calculated point for a southwest corner of the said 3.735 acre tract, being the southeast corner of a 1.99 acre tract described in Document No. 2015076155 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar found, bears South 07°09'25" West, a distance of 0.66 feet and a concrete highway monument found in the north right-of-way line of F.M. 1660 at highway station 142+86.6, 40' left, bears North 82°47'48" West, a distance of 312.64 feet;

THENCE with the common line of the said 3.735 acre tract and the said 1.99 acre tract, the following two (2) courses and distances:

1. North 07°09'25" East, a distance of 455.34 feet to a 1/2" rebar with "Early Boundary" cap set for the northeast corner of the said 1.99 acre tract;

2. North 82°39'10" West, a distance of 192.08 feet to a 1/2" rebar with "Early Boundary" cap set for the northwest corner of the said 1.99 acre tract;

THENCE with the perimeter of the said 3.735 acre tract, the following two (2) courses and distances:

1. North 07°13'30" East, a distance of 363.22 feet to a 1/2" rebar with "Early Boundary" cap set for the northwest corner of the said 3.735 acre tract;

2. South 80°05'23" East, a distance of 310.92 feet to a 1/2" rebar with "Early Boundary" cap set for the northeast corner of the said 3.735 acre tract, being in the west line of the said Swindoll Investments 34.17 acre tract, being in the east line of a 34.17 acre tract conveyed to Claudia Ann Crislip in Document No. 2018083501 of the Official Public Records of Williamson County, Texas;

THENCE North 07°38'21" East with west line of the said Swindoll Investments 34.17 acre tract and the east line of the said Crislip 34.17 acre tract, a distance of 3102.82 feet to a 1/2" rebar with "Early Boundary" cap set for the northwest corner of the said Swindoll Investments 34.17 acre tract and the northeast corner of the said Crislip 34.17 acre tract, being also in the south line of a 367.15 acre tract described in Document No. 2003097298 of the Official Public Records of Williamson County, Texas, from which a 5/8" rebar found for an angle point in the south line of the said 367.15 acre tract, being the northwest corner of a 50.00 acre tract described in Document No. 2018083501 of the Official Public Records of Williamson County, Texas, bears North 82°43'53" West, a distance of 1098.11 feet and an additional 1/2" rebar found, bears South 89°07'36" East, a distance of 4.99 feet;

THENCE with the common line of the said Swindoll Investments 34.17 acre tract, the said 45.77 acre tract and the said 367.15 acre tract, the following three (3) courses and distances:

1. South 82°43'53" East, a distance of 190.02 feet to a 5/8" rebar found;

2. South 07°39'24" West, a distance of 516.71 feet to a 5/8" rebar found;

3. South 82°47'33" East, a distance of 849.03 feet to a 1/2" rebar found for the northeast corner of the said 45.77 acre tract, being in the west line of a 143.5 acre tract described in Document No. 2010007498 of the Official Public Records of Williamson County, Texas;

THENCE South 07°41'20" West with the east line of the said 45.77 acre tract and the west line of the said 143.5 acre tract, a distance of 2631.49 feet to a calculated point for a southeast corner of the said 45.77 acre tract, being the northeast corner of the said 4.23 acre tract, from which a 5/8" rebar found for the northwest corner of the said 4.23 acre tract, being an angle point in the south line of the said 45.77 acre tract, bears North 82°16'16" West, a distance of 216.00 feet;

THENCE South 07°41'20" West with the east line of the said 4.23 acre tract and the west line of the said 143.5 acre tract, a distance of 968.04 feet to a calculated point north right-of-way line of F.M. 1660, being the southeast corner of the said 4.23 acre tract, being also the southwest corner of the said 143.5 acre tract, from which a mag nail with washer set for reference in the centerline of a concrete ditch, bears South 07°41'20" West, a distance of 8.31 feet;

THENCE with the north right-of-way line of F.M. 1660, the south line of the said 4.23 acre tract and the south line of the said 45.77 acre tract, the following three (3) courses and distances:

1. North 63°38'49" West, a distance of 211.52 feet to a calculated point in a creek;

2. North 47°09'31" West, a distance of 240.10 feet to a concrete highway monument found, from which a concrete highway monument found in the south right-of-way line of F.M. 1660 at highway station 153+28.2, 40' right, bears South 23°57'59" West, a distance of 148.27 feet;

3. North 82°47'48" West, a distance of 231.38 feet to a calculated point, from which a 1/2" rebar found, bears North 07°41'20" East, a distance of 0.19 feet;

THENCE with the north right-of-way line of F.M. 1660 and the south line of the said Swindoll Investments 34.17 acre tract, the following two (2) courses and distances:

1. North 82°47'48" West, a distance of 174.52 feet to a concrete highway monument found at highway station 149+44.5, 40' left;

2. North 82°47'48" West, a distance of 233.33 feet to the **POINT OF BEGINNING**, containing an area of 87.834 acres, more or less.

Surveyed on the ground on December 15, 2020

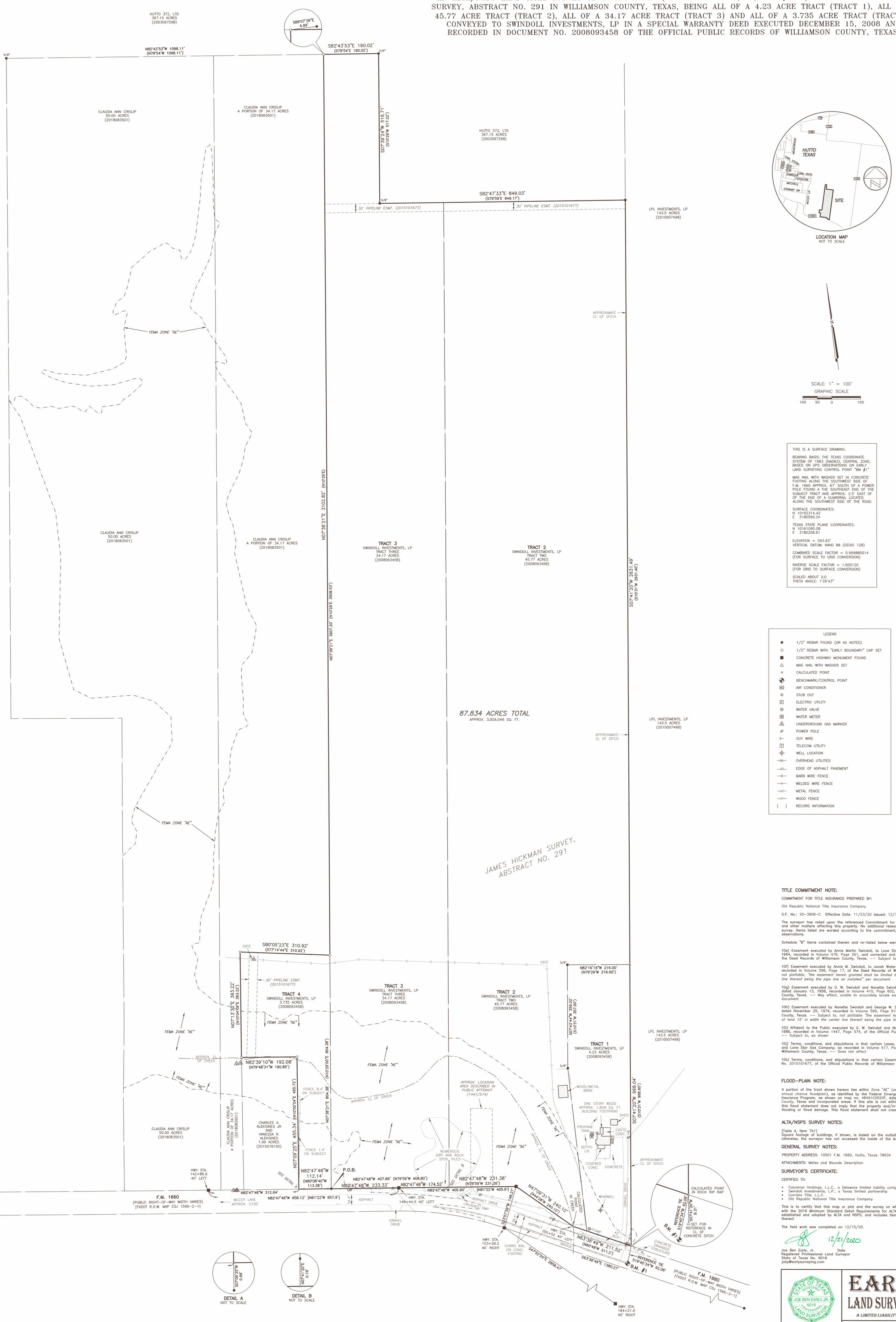
Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-001-BASE

12/21/2020

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016

AN ALTA/NSPS LAND TITLE SURVEY OF 87.834 ACRES (APPROXIMATELY 3,826,046 SQ. FT.) IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 4.23 ACRE TRACT (TRACT 1), ALL OF A 45.77 ACRE TRACT (TRACT 2), ALL OF A 34.17 ACRE TRACT (TRACT 3) AND ALL OF A 3.735 ACRE TRACT (TRACT 4) CONVEYED TO SWINDOLL INVESTMENTS, LP IN A SPECIAL WARRANTY DEED EXECUTED DECEMBER 15, 2008 AND RECORDED IN DOCUMENT NO. 2008093458 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



LOCATION MAP
NOT TO SCALE

SCALE: 1" = 100'

GRAPHIC SCALE
100 50 0 100

THIS IS A SURFACE DRAWING.

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS OBSERVATIONS ON EARLY LAND SURVEYING CONTROL POINT "BM #1"

MAG NAIL WITH WASHER SET IN CONCRETE FOOTING ALONG THE SOUTHWEST SIDE OF F.M. 1660 APPROX. 67' SOUTH OF A POWER POLE FOUND A THE SOUTHEAST END OF THE SUBJECT TRACT AND APPROX. 2.5' EAST OF OF THE END OF A GUARDRAIL LOCATED ALONG THE SOUTHWEST SIDE OF THE ROAD.

SURFACE COORDINATES:
N 10162314.42
E 3180590.24

TEXAS STATE PLANE COORDINATES:
N 10161095.08
E 3180208.61

ELEVATION = 593.93'
VERTICAL DATUM: NAVD 88 (GEOID 12B)

COMBINED SCALE FACTOR = 0.999880014
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000120
(FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0,0
THETA ANGLE: 1°26'43"

LEGEND

●	1/2" REBAR FOUND (OR AS NOTED)
○	1/2" REBAR WITH "EARLY BOUNDARY" CAP SET
■	CONCRETE HIGHWAY MONUMENT FOUND
△	MAG NAIL WITH WASHER SET
▵	CALCULATED POINT
✠	BENCHMARK/CONTROL POINT
AC	AIR CONDITIONER
⊙	STUB OUT
E	ELECTRIC UTILITY
⊗	WATER VALVE
W	WATER METER
⚠	UNDERGROUND GAS MARKER
⌀	POWER POLE
⟵	GUY WIRE
T	TELECOM UTILITY
⌖	WELL LOCATION
—OU—	OVERHEAD UTILITIES
___//___	EDGE OF ASPHALT PAVEMENT
—X—	BARB WIRE FENCE
—o—	WELDED WIRE FENCE
—///—	METAL FENCE
—//—	WOOD FENCE
( )	RECORD INFORMATION

TITLE COMMITMENT NOTE:

COMMITMENT FOR TITLE INSURANCE PREPARED BY:

Old Republic National Title Insurance Company

G.F. No.: 20-3906-C Effective Date: 11/23/20 Issued: 12/7/20

The surveyor has relied upon the referenced Commitment for Title regarding easements, restrictions, and other matters affecting this property. No additional research was done for the purpose of this survey. Items listed are worded according to the commitment, followed by surveyor's notes and/or observations.

Schedule "B" items contained therein and re-listed below were considered:

10e) Easement executed by Annie Martin Swindoll, to Lone Star Gas Company, dated September 29, 1964, recorded in Volume 476, Page 261, and corrected and replaced in Volume 517, Page 299, of the Deed Records of Williamson County, Texas. -- Subject to, not plottable, blanket-type easement

10f) Easement executed by Annie M. Swindoll, to Jonah Water Supply Corp., dated August 19, 1978, recorded in Volume 598, Page 17, of the Deed Records of Williamson County, Texas. -- Subject to, not plottable, *"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"* per document

10g) Easement executed by G. W. Swindoll and Nanette Swindoll, to Texas Power and Light Company, dated January 13, 1956, recorded in Volume 410, Page 602, of the Deed Records of Williamson County, Texas. -- May affect, unable to accurately locate easement based on the description in the document

10h) Easement executed by Nanette Swindoll and George W. Swindoll, to Jonah Water Supply Corp., dated November 25, 1974, recorded in Volume 599, Page 919, of the Deed Records of Williamson County, Texas. -- Subject to, not plottable *"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"* per document

10i) Affidavit to the Public executed by G. W. Swindoll and Nanette B. Swindoll, dated November 11, 1986, recorded in Volume 1447, Page 574, of the Official Public Records of Williamson County, Texas. -- Subject to, as shown

10j) Terms, conditions, and stipulations in that certain Lease, by and between Annie Martin Swindoll and Lone Star Gas Company, as recorded in Volume 517, Page 358, of the Deed Records of Williamson County, Texas. -- Does not affect

10k) Terms, conditions, and stipulations in that certain Easement Agreement, as recorded in Document No. 2015101677, of the Official Public Records of Williamson County, Texas. -- Subject to, as shown

FLOOD-PLAIN NOTE:

A portion of the tract shown hereon lies within Zone "AE" (areas determined to be within the 1% annual chance floodplain), as identified by the Federal Emergency Management Agency, National Flood Insurance Program, as shown on map no. 48491C0520F, dated December 20, 2019, for Williamson County, Texas and incorporated areas. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This flood statement shall not create liability on the part of the surveyor.

ALTA/NSPS SURVEY NOTES:

(Table A, Item 7b1)
Square footage of buildings, if shown, is based on the outside, ground floor footprint. Unless noted otherwise, the surveyor has not accessed the inside of the building for measurement purposes.

GENERAL SURVEY NOTES:

PROPERTY ADDRESS: 10501 F.M. 1660, Hutto, Texas 78634

ATTACHMENTS: Metes and Bounds Description

SURVEYOR'S CERTIFICATE:

CERTIFIED TO:

- Columnar Holdings, L.L.C., a Delaware limited liability company
- Swindoll Investments, L.P., a Texas limited partnership
- Corridor Title, L.L.C.
- Old Republic National Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1-4, 7a, 7b1, 8, 13 & 14 of Table A thereof.

The field work was completed on 12/15/20.

12/21/2020

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016
joby@earlysurveying.com

STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR

Joe Ben Early, Jr.
R.P.L.S. No. 6016

EARLY
LAND SURVEYING
A LIMITED LIABILITY COMPANY

P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

PROJECT NO.: 1093-001
DRAWING NO.: 1093-001-BASE
PLOT DATE: 12/21/20
PLOT SCALE: 1" = 100'
DRAWN BY: MAW & JBE
SHEET 01 OF 01

EXHIBIT B

MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF HUTTO, TEXAS
AND MB HUTTO, LLC

87.834 acres, more or less, of land, out of the James Hickman Survey Abstract No. 291 in Williamson County, Texas.

This Municipal Services Agreement ("Agreement") is entered into on _____ day of _____, 2023 by and between the City of Hutto, Texas, a home-rule municipality of the State of Texas ("City") and MB Hutto LLC (collectively referred to as the "Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement:

WHEREAS, Owner owns certain real property located in Williamson County, Texas that is currently within the extraterritorial jurisdiction of the City, such real property being more particularly depicted in **Exhibit A** attached hereto and fully incorporated into this Municipal Services Agreement and for all purposes referred to herein as the "Property"; and

WHEREAS, Section 43.0671 of the Local Government Code permits the City to annex an area if each owner of land in an area requests the annexation; and

WHEREAS, Owner has voluntarily petitioned the City to annex the Property into the municipal boundaries of the City pursuant to Subchapter C-3 of Chapter 43 of the Local Government Code; and

WHEREAS, Section 43.0672 of the Local Government Code requires the City Council of the City to negotiate and enter into a written agreement with the owners of the land for the provisions of services in the area on or after the effective date of annexation (the "Effective Date"); and

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation; and

WHEREAS, the requested annexation and the execution of this Agreement are subject to approval by the Hutto City Council; and

NOW, THEREFORE, in exchange for the mutual covenants, conditions, and promises contained herein, City and Owner agree as follows:

1. PROPERTY. This Agreement is only applicable to the Property, as described and set forth in **Exhibit A**.

2. INTENT. It is the intent of the City that this Agreement provides for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES AS OF THE EFFECTIVE DATE OF ANNEXATION.

Commencing on the Effective Date, the City will provide the municipal services to the Property as set forth below.

FIRE

Existing Services: Williamson County Emergency Service District #3

Services to be Provided:

Provides fire suppression and emergency services to the area. Primary fire response will be provided by Williamson County Emergency Service District #3, located at the following address: 501 Exchange Boulevard. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

POLICE

Existing Services: Williamson County Sheriff's Department

Services to be Provided:

Upon annexation, the City of Hutto Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriations.

BUILDING INSPECTION

Existing Services: None

Services to be Provided:

The Development Services Department will provide Building Inspection Services and the Hutto Police Department will provide Code Enforcement Services upon annexation. The Development Services Department's role will include issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City of Hutto. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

PLANNING AND ZONING

Existing Services: Review of subdivision development plans under City's Subdivision Ordinance. No municipal zoning or land use controls except for those imposed by State Law.

Services to be Provided:

The Hutto Development Services Department has responsibility for regulating development and land use through the administration of the City of Hutto's Zoning Ordinance, and this will extend to the area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Hutto's Subdivision Ordinance. These services can be provided within the departments' current budgets.

LIBRARY

Existing Services: None

Services to be Provided:
City Library privileges will be available to future residents in this area.

HEALTH DEPARTMENT - HEALTH CODE ENFORCEMENT SERVICE
Existing Services: Williamson Cities and County Health District

Services to be Provided:
Williamson Cities and County Health District will continue to implement enforcement of the health districts regulations on the effective date of annexation. Animal control services will also be provided to the area as needed by Hutto Animal Control Division of the Police Department.

STREET MAINTENANCE
Existing Services: Williamson County

Services to be Provided:
Maintenance and access to adjacent existing street facilities and/or future street facilities within public rights of way will be provided/overseen by appropriate City of Hutto departments.

STORM WATER MANAGEMENT
Existing Services: Williamson County Flood Plain Administrator

Services to be Provided
Developers will provide storm water drainage facilities as required of their development at their own expense and such will be inspected by the City's engineers at time of completion. The City of Hutto will then maintain the drainage in public rights of way upon approval of the construction. Property owners and/or Home Owner's Associations or similar entities will maintain drainage facilities located on private property. All construction within the flood plain will be through the appropriate Hutto department(s) and will meet FEMA Flood Plain regulations.

STREET LIGHTING
Existing Services: Oncor Electric Delivery

Services to be Provided:
There are no existing street lights in this area. The Developer will be responsible for initial installation and maintenance of street lighting, if required, within the development until such time as any internal streets have been accepted by the City Council.

TRAFFIC ENGINEERING
Existing Services: None

Services to be Provided:
The City of Hutto, through its appropriate departments, will be able to provide any necessary additional traffic control devices after the effective date of annexation.

SOLID WASTE SERVICES
Existing Services: None

Services to be Provided:
Solid waste collection shall be provided to the area of annexation in accordance with current ordinances. Service shall comply with existing City of Hutto policies, beginning with occupancy of structures.

PARKS AND TRAILS
Existing Service: None

Services to be Provided:
All City-operated parks and trail systems will be available to the residents of this area upon annexation.

MISCELLANEOUS
Existing Services: None

Services to be Provided:
All other applicable municipal services will be provided to the area in accordance with the City of Hutto's established policies governing the extension of municipal services to newly-annexed areas.

NOTE:
Capital improvements necessary to provide sufficient municipal services for the annexed area may be required. Costs associated with the extension of utility service lines, traffic improvements, drainage improvements, or other facilities necessary to serve the development will be borne by Owner and/or developers.

4. SCHEDULED MUNICIPAL SERVICES. The following municipal services will be provided in accordance with the following schedule and the terms and conditions of the Service Extension Request ("SER") attached as **Exhibit B** and fully incorporated herein by reference:

WATER SERVICE
Existing Services: None

Services to be Provided:
The City municipal water system is limited in geographic scope and ability to serve. Newly annexed parcels will be included in the Capital Improvements Plan as appropriate, and extended services when deemed feasible in light of topography and other relevant factors, in accordance with the terms and conditions of the SER.

SANITARY SEWER SERVICE
Existing Services: None

Services to be Provided:
The City municipal sewage collection treatment and disposal system is limited in geographic scope and ability to serve. Newly annexed parcels will be included in the Capital Improvements Plan as appropriate, and extended services when deemed feasible in light of topography and other relevant factors, in accordance with the terms and conditions of the Service Extension Request ("SER").

5. SERVICE LEVEL. The City will provide the Property with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected for the Property.

6. EXCLUDED SERVICES. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement. However, City agrees to provide all services to the Property that the City uniformly provides to all other properties within the City limits

7. OWNER'S STIPULATIONS. The Owner agrees and stipulates that all Owners have submitted petitions for the voluntary annexation of Property into the boundaries of the City, and that the annexation of the Property is voluntary.

8. AUTHORITY. City and Owner represent that they have full power, authority, and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

9. SEVERABILITY. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

10. INTERPRETATION. The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

11. GOVERNING LAW AND VENUE. Venue shall be in the state courts located in Williamson County, Texas, and construed in conformity with the provisions of Texas Local Government Code Chapter 43.

12. NO WAIVER. The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

13. GOVERNMENTAL IMMUNITY; DEFENSES. Nothing in this Agreement shall be deemed to waive, modify or amend any of City's governmental powers or immunities nor any legal defense in availability at law or in equity to City or Owner.

14. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

15. NOTICE. Any notice given under this Services must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with a service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; or (iii) by personally delivering it to the Party, or any agent of the Party listed in this Services Agreement. Notice will be effective only when received. For purposed of notice, the addresses of the Parties will, until changed as provided below, be as follows:

If to Owner, to: MB Homes LLC
Attn: Daniel Traylor, Manager
1999 Bryan Street, Ste 900
Dallas, TX 75201-3140

If to City, to: City of Hutto
Attn: City Manager
500 W. Live Oak St.
Hutto, Texas 78634

The Parties may change their respective addresses to any other address within the United States of America by giving at least five (5) calendar days' written notice to the other Party. Any Party may, by giving at least five (5) calendar days' written notice to the City, designate additional persons or entities to receive copies of notices under this Services Agreement.

16. CAPTIONS. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

17. AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND. This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property, is binding on the Owner and the City, and is enforceable by any current or future owner of any portion of the Property for the term of this Municipal Services Agreement. This Municipal Services Agreement will be recorded in the Official Public Records of Williamson County.

18. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

CITY OF HUTTO, TEXAS

By: _____
James Earp, City Manager

Date: _____

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared James Earp, known to me to be one of the persons whose names are subscribed to the preceding instrument; he acknowledged to me he is the duly authorized representative for the City of Hutto, Texas and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of _____, 2023.

_____
Notary Public in and for the State of Texas

[Owners' signatures on following pages.]

OWNER: MB Hutto, LLC

By: _____
Daniel Traylor, Manager

Date: _____

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day, personally appeared Rebecca Borgne, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2023.

_____
Notary Public in and for the State of Texas

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

87.834 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 87.834 ACRES (APPROXIMATELY 3,826,046 SQ. FT.) IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 4.23 ACRE TRACT (TRACT 1), ALL OF A 45.77 ACRE TRACT (TRACT 2), ALL OF A 34.17 ACRE TRACT (TRACT 3) AND ALL OF A 3.735 ACRE TRACT (TRACT 4) CONVEYED TO SWINDOLL INVESTMENTS, LP IN A SPECIAL WARRANTY DEED EXECUTED DECEMBER 15, 2008 AND RECORDED IN DOCUMENT NO. 2008093458 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 87.834 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the north right-of-way line of F.M. 1660 (right-of-way width varies) as shown on TXDOT right-of-way map Control No. 1556 – Section No. 2 – Job No. 1, being the southwest corner of the said Swindoll Investments 34.17 acre tract, being the southeast corner of the said 3.735 acre tract;

THENCE North 82°47'48" West with the north right-of-way line of F.M. 1660 and the south line of the said 3.735 acre tract, a distance of 112.14 feet to a calculated point for a southwest corner of the said 3.735 acre tract, being the southeast corner of a 1.99 acre tract described in Document No. 2015076155 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar found, bears South 07°09'25" West, a distance of 0.66 feet and a concrete highway monument found in the north right-of-way line of F.M. 1660 at highway station 142+86.6, 40' left, bears North 82°47'48" West, a distance of 312.64 feet;

THENCE with the common line of the said 3.735 acre tract and the said 1.99 acre tract, the following two (2) courses and distances:

1. North 07°09'25" East, a distance of 455.34 feet to a 1/2" rebar with "Early Boundary" cap set for the northeast corner of the said 1.99 acre tract;

2. North 82°39'10" West, a distance of 192.08 feet to a 1/2" rebar with "Early Boundary" cap set for the northwest corner of the said 1.99 acre tract;

THENCE with the perimeter of the said 3.735 acre tract, the following two (2) courses and distances:

1. North 07°13'30" East, a distance of 363.22 feet to a 1/2" rebar with "Early Boundary" cap set for the northwest corner of the said 3.735 acre tract;

2. South 80°05'23" East, a distance of 310.92 feet to a 1/2" rebar with "Early Boundary" cap set for the northeast corner of the said 3.735 acre tract, being in the west line of the said Swindoll Investments 34.17 acre tract, being in the east line of a 34.17 acre tract conveyed to Claudia Ann Crislip in Document No. 2018083501 of the Official Public Records of Williamson County, Texas;

THENCE North 07°38'21" East with west line of the said Swindoll Investments 34.17 acre tract and the east line of the said Crislip 34.17 acre tract, a distance of 3102.82 feet to a 1/2" rebar with "Early Boundary" cap set for the northwest corner of the said Swindoll Investments 34.17 acre tract and the northeast corner of the said Crislip 34.17 acre tract, being also in the south line of a 367.15 acre tract described in Document No. 2003097298 of the Official Public Records of Williamson County, Texas, from which a 5/8" rebar found for an angle point in the south line of the said 367.15 acre tract, being the northwest corner of a 50.00 acre tract described in Document No. 2018083501 of the Official Public Records of Williamson County, Texas, bears North 82°43'53" West, a distance of 1098.11 feet and an additional 1/2" rebar found, bears South 89°07'36" East, a distance of 4.99 feet;

THENCE with the common line of the said Swindoll Investments 34.17 acre tract, the said 45.77 acre tract and the said 367.15 acre tract, the following three (3) courses and distances:

1. South 82°43'53" East, a distance of 190.02 feet to a 5/8" rebar found;

2. South 07°39'24" West, a distance of 516.71 feet to a 5/8" rebar found;

3. South 82°47'33" East, a distance of 849.03 feet to a 1/2" rebar found for the northeast corner of the said 45.77 acre tract, being in the west line of a 143.5 acre tract described in Document No. 2010007498 of the Official Public Records of Williamson County, Texas;

THENCE South 07°41'20" West with the east line of the said 45.77 acre tract and the west line of the said 143.5 acre tract, a distance of 2631.49 feet to a calculated point for a southeast corner of the said 45.77 acre tract, being the northeast corner of the said 4.23 acre tract, from which a 5/8" rebar found for the northwest corner of the said 4.23 acre tract, being an angle point in the south line of the said 45.77 acre tract, bears North 82°16'16" West, a distance of 216.00 feet;

THENCE South 07°41'20" West with the east line of the said 4.23 acre tract and the west line of the said 143.5 acre tract, a distance of 968.04 feet to a calculated point north right-of-way line of F.M. 1660, being the southeast corner of the said 4.23 acre tract, being also the southwest corner of the said 143.5 acre tract, from which a mag nail with washer set for reference in the centerline of a concrete ditch, bears South 07°41'20" West, a distance of 8.31 feet;

THENCE with the north right-of-way line of F.M. 1660, the south line of the said 4.23 acre tract and the south line of the said 45.77 acre tract, the following three (3) courses and distances:

1. North 63°38'49" West, a distance of 211.52 feet to a calculated point in a creek;

2. North 47°09'31" West, a distance of 240.10 feet to a concrete highway monument found, from which a concrete highway monument found in the south right-of-way line of F.M. 1660 at highway station 153+28.2, 40' right, bears South 23°57'59" West, a distance of 148.27 feet;

3. North 82°47'48" West, a distance of 231.38 feet to a calculated point, from which a 1/2" rebar found, bears North 07°41'20" East, a distance of 0.19 feet;

THENCE with the north right-of-way line of F.M. 1660 and the south line of the said Swindoll Investments 34.17 acre tract, the following two (2) courses and distances:

1. North 82°47'48" West, a distance of 174.52 feet to a concrete highway monument found at highway station 149+44.5, 40' left;

2. North 82°47'48" West, a distance of 233.33 feet to the **POINT OF BEGINNING**, containing an area of 87.834 acres, more or less.

Surveyed on the ground on December 15, 2020

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-001-BASE

12/21/2020

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016

Mayor
Mike Snyder

Mayor Pro Tem
Dan Thornton

Council Members
Robin Sutton, Place 1
Dan Thornton, Place 2
Randal Clark, Place 3
Peter Gordon, Place 4
Krystal Kinsey, Place 5
Amberley Kolar, Place 6

City Manager
James R Earp, CPM

April 25, 2023
Mr. Walter Hoysa
2700 La Frontera Blvd. #150
Round Rock, Texas 78681

RE: Meadowbrook
Service Extension Request – Water and Wastewater Utilities

Dear Mr. Hoysa,

Thank you for your interest in developing in the City of Hutto. We have reviewed your Service Extension Request for water and wastewater utility service.

In order for the City of Hutto to provide water and wastewater service to your proposed development, the requirements listed in the attached SER responses must be addressed.

We appreciate your patience as we are working to address the needs of your development while planning for future growth. Please feel free to contact me at (512) 759-4025 or email Matt.Rector@HuttoTX.gov with any questions.

Sincerely,

Matt Rector
City Engineer

APPROVED

Attachments:
Water and Wastewater SER Response
SER Application

TECHNICAL MEMORANDUM

FREESE AND NICHOLS

Innovative approaches
Practical results
Outstanding service

10431 Morado Circle, Suite 300 + Austin, Texas 78759 + 512-617-3100 + FAX 817-735-7491

www.freese.com

TO: Matt Rector, P.E., City of Hutto

FROM: Stephanie Neises, P.E., Freese and Nichols, Inc.
Dave Christiansen, P.E., Freese and Nichols, Inc.

SUBJECT: Service Extension Request Review – Meadowbrook

DATE: April 20, 2023

1.0 INTRODUCTION

The City of Hutto (City) tasked Freese and Nichols, Inc. (FNI) with reviewing the Meadowbrook Water Service Extension Request (SER). The purpose of the review is to verify water demand calculations and identify system improvements needed to extend water service to the proposed development. The following sections document FNI's review of the Meadowbrook SER and related information.

2.0 WATER DEMANDS

Table 1 provides a summary of the living unit equivalents (LUEs) and associated water demands for the Meadowbrook based on the City's Utility Criteria Manual for Water & Wastewater Design Standards.

Table 1: Water Demands

Living Unit Equivalents	479
Estimated Population (3.5 people/LUE)	1,677
Average Day Water Demand (200 gallons/person/day)	233 gpm
Maximum Day Water Demand (530 gallons/person/day)	617 gpm
Peak Hour Water Demand (900 gallons/person/day)	1,048 gpm
Fire Flow	1,500 gpm

3.0 SYSTEM IMPROVEMENTS

To provide water service to the Meadowbrook, it is required that a 12-inch line be extended along FM 1660 from the existing 16-inch water line along FM 1660 to connect to the planned 12-inch water line at entrance of the development as shown on **Figure 1**. The City may upsize both 12-inch water lines to provide adequate transmission capacity to facilitate other growth in the region. The line along FM 1660 may be upsized to a 16-inch water line, and the 12-inch water line running through the development may be upsized to a 24-inch water line. Although the development is planned to be constructed in three phases (as shown on the map included in **Appendix A**), the City may require the developer to construct the entirety of the 24-inch water line as part of Phase 1 to connect with other system improvements planned in the area. With the proposed water lines in service, this development will have access to 1,500 gpm of available fireflow and will experience static pressure ranging from 81 to 86 pounds per square inch (psi). Per the City's Utility Criteria Manual, any service connections with a static pressure above 80 psi will require individual pressure reducing valves on the owner's side of the water meter.

Currently, the City's water system does not have adequate capacity to serve new customers beyond those developments that have already been approved for water service by the City. The City and FNI have completed an expedited Water Master Plan Update, which included the development of a CIP, shown on **Figure 2**, that provides the City with a list of improvement projects to provide adequate capacity for future development including the Meadowbrook development. The following CIP projects (to be completed by the City) have been identified as necessary to serve this development:

- Secure additional short-term water supply – ongoing
- Project 3 – Frame Switch Pump Station Expansion – Estimated completion date of June 2024
- Project 1 – Frame Switch Discharge Water Lines – Estimated completion date of June 2024
- Project 5 – County Road 132 South Water Line – Estimated completion date of Summer 2025
- Project 7 – Cottonwood Elevated Storage Tank – Estimated completion date of Summer 2025

Based on the estimated timing of these projects and the development schedule provided (attached in **Appendix A**), the system will have adequate capacity for the Meadowbrook development to begin construction in Q1 2024.

Northwest
4.32 MGD Pump Station
1.00 MG Ground Storage
1.00 MG Elevated Storage
New FCV to Deliver Jonah Supply to GST

Jonah SUD
Wholesale Delivery Point

Limmer
New 2.0 MG EST

Frame Switch
Expand PS Firm Capacity to 20.0 MGD
New 3.0 MG GST #2
New 3.0 MG GST #3
Decommission Existing GST #1
Decommission Existing EST

Convert Area to 890 Pressure Plane

Carl Stern
New 2.0 MG EST
Decommission Existing EST
PS & GST to remain as emergency interconnect

Cottonwood
New 2.0 MG EST

TAYLOR

ROUND ROCK

PFLUGERVILLE

0 1,250 2,500
SCALE IN FEET

PRESSURE PLANE
- 801 Pressure Plane
- Existing 890 Pressure Plane
- Future 890 Pressure Plane

FIGURE 2
CITY OF HUTTO
WATER SYSTEM CAPITAL IMPROVEMENT PLAN
LEGEND

- Road
- Railroad
- Lake
- Stream
- Parcel
- City Limits
- ETJ
- County

Existing System
- Pump Station
- Elevated Storage Tank
- Ground Storage Tank
- Valve (to be closed)
- 8" and Smaller Water Line
- 10" and Larger Water Line
- Supply Line
- Fireflow Improvement Water Line

Under Design / Construction Improvements
- Water Line
- Supply Line

2027 Phased Improvements
- Pump Station
- Elevated Storage Tank
- Ground Storage Tank
- Control Valve
- Wholesale Delivery Point
- Water Line

2032 Phased Improvements
- Elevated Storage Tank
- Water Line

2047 Phased Improvements
- Elevated Storage Tank
- Water Line

CITY OF HUTTO
FREESE AND NICHOLS

Created By Freese and Nichols, Inc.
Job No.: HTO22033
Location: H:\W_WW_PLANNING\01_DELIVERABLES\08-SER_Figures\[Figure-2]_5-Year_CIP_noDevDriven_Projects.aprx
Updated: Thursday, February 23, 2023 4:22 PM
User Name: dt166

APPENDIX A

PROVIDED DEVELOPMENT PHASING & SCHEDULE

CONNECT TO EX 16" WL

3950 LF 16" WL (OVERSIZE FROM 12" WL)

3950 LF 16" WL (OVERSIZE FROM 12" WL)

PIPELINE EASEMENT

Phase 1

Phase 2

Phase 3

3900 LF CONSTRUCT 24" WL (OVERSIZE FROM 12")

Stub and Plug for Future Extension by others

N

0 200 400

1" = 200'

LEGEND

PROPERTY BOUNDARY (87.8 AC)

OVERSIZE 24" WL ≈3,900 LF

16" WL ≈3950 LF

GOODWOOD ST

LAGONDA DR

CORNICHE CIRCLE

OPEN SPACE

PHASE 8

VANTAGE DR

GRIFFEN DR

VAUXHALL CT

CADWELL DR

PHASE 4

OPEN SPACE

BRABHAM LOOP

MULSANNE ST

PHASE 6

CAMARGUE

FM 1660

LJA Engineering, Inc.
2700 La Frontera Blvd
Suite 150
Round Rock, TX 78681
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

MEADOWBROOK WATERLINE SER IMPROVEMENT

10/17/2022

Meadow Brook 2-13-2023

Starts

Build Out / Closing Schedule		Total Units	Year 1				Year 2				Year 3				Year 4			
			Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
North	50'	78	16	16	16	16	16											
	60'	14	4	4	4	4												
Central	TH	279			40	40	40	40	40	40	40							
South	50'	92					18	18	18	18	18							
	60'	16					4	4	4	4								
		479	19.1	19.1	59.0	59.0	77.9	62.3	62.3	62.3	58.3	0	0	0	0	0	0	0

CO's (Certificate of Occupancy)

Meadow Brook		Total Units	Year 1				Year 2				Year 3				Year 4			
			Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
North	50'	78					16	16	16	16	16							
	60'	14.5					2	4	4	4	2							
Central	TH	279							40	40	40	40	40	40	40			
South	50'	92										18	18	18	18	18		
	60'	16										2	4	4	4	2		
		479	0.0	0.0	0.0	17.6	19.1	59.0	59.0	57.5	60.3	62.3	62.3	62.3	20.4	0.0	0.0	0.0

3755 S. Capital of Texas Highway
Suite 325
Austin, TX 78704

TEL 512.485.0009
FAX 512.485.0010

www.GarverUSA.com

SER #17 Meadowbrook SER Sewer Evaluation

January 27th, 2023

City of Hutto
500 W Live Oak St.
Hutto, TX 78634

1.0 Introduction / Summary

The purpose of this memorandum is to document preliminary analyses completed to size wastewater infrastructure to serve the Meadowbrook development within the City of Hutto's wastewater certificate of convenience and necessity (CCN). This development is reviewed in conjunction with the Kirk Tract development in the same service area to ensure that proposed infrastructure can meet the needs of all developments in the area. Refer to Exhibit 1 for a map depicting the service area.

2.0 Sanitary Sewer Loading Calculations

Per the Service Extension Request (SER) submitted by the developer, the Meadowbrook development will have 494 single-family (SF) units as shown in Table 2-1. Land Use Equivalent assumptions are listed in Table 2-1 and anticipated loadings for the development areas are included in Table 2-2. Average flow was calculated using 280 gpd/LUE, and average peak wet weather flow was calculated as outlined in the City of Hutto Utility Design Criteria Manual.

Table 2-1: Meadowbrook Sewer Loading Assumptions

Development Type	LUE Equivalent	Proposed Development	LUE Subtotal
Single Family Residential	1 LUE/unit	479 units	479
Multi-Family Residential (6-24 units per acre)	0.8 LUE/unit		
Office Space	3,000 sf/LUE		
Retail Space	1,660 sf/LUE		
Restaurant	200 sf/LUE		
		Total LUEs	**479**

Table 2-2: Sewer Loading Calculations for Development Areas

Development	No. LUEs	Area (Acres)	Average Load (MGD)	Peak Load (MGD)
Meadowbrook	479	87.8	0.13	0.55
Kirk Tract	285	84.4	0.08	0.37
		Total	**0.21**	**0.92**

3.0 Routing Options

The Meadowbrook development is located north of FM 1660 and west of CR 134. Wastewater flow from the development is proposed to be routed by gravity to future 42" Glenwood interceptor along FM 1660. The Glenwood interceptor will drain to the South WWTP. This interceptor needs to be constructed soon as it is also required to serve two other SERs currently under review by the City: the Bell Yard Farley Farm and the Atanasio Ranch. See Exhibit 1 for a map of the proposed route.

Table 3-1 outlines the short and long-term projects proposed to provide wastewater service to the Meadowbrook development. The developer is responsible for completing funding, design, and construction of projects as noted in Table 3-1. The routes and diameters included in Table 3-1 and Exhibit 1 are conceptual. When responsible for design and construction, the developer will be required to submit a preliminary route evaluation and line sizing analysis to the City in the form a technical memorandum for City review and concurrence. Upon approval from the City, the developer can proceed with final design plans showing sizing calculations and final proposed routing which are subject to the City's plan review process. Upon completion and acceptance of the developer responsible projects, the City will provide wastewater service to the development.

Table 3-1: Required Upgrades to Serve the Meadowbrook

Timeframe	Exhibit Item #	Project Description	Project Responsibility - Design & Construction	Project Responsibility - Funding
Short-term	1a	Construct the 42" Glenwood Interceptor between Exhibit Item #2 and the South WWTP Influent Lift Station (approximately 4,500 LF). Easements for this portion of interceptor are located south of FM 1660.	City	City
Short-term	1b	Construct the South WWTP Influent Lift Station.	City	City
Short-term	2a	Construct approximately 1,950 LF of 15" gravity sewerline at minimum 0.20% slope oversized from a 12" in the Meadowbrook development to serve Drainage Area #1.	Developer ***	Developer * and City **
Short-term	2b	Construct approximately 550 LF of 15" gravity sewerline at minimum 0.20% slope oversized from an 8" in the Meadowbrook development to serve Drainage Area #1. Provide a 15" stub out to the east of this SER.	Developer ***	Developer * and City **
Short-term	3	Construct approximately 500 LF of 8" gravity sewerline with an 8" stub out to serve Drainage Area #1 to the west of this SER.	Developer ***	Developer
Long-term	5	Expand the South WWTP	City	City

* The developer may share the cost of this project with other developments in the area.

** The City will cost participate to oversize this infrastructure.

*** The developer is responsible for checking that pipe elevations are adequate to accommodate flows from future drainage areas discussed in the corresponding project descriptions.

4.0 Gravity Sewer Infrastructure Sizing

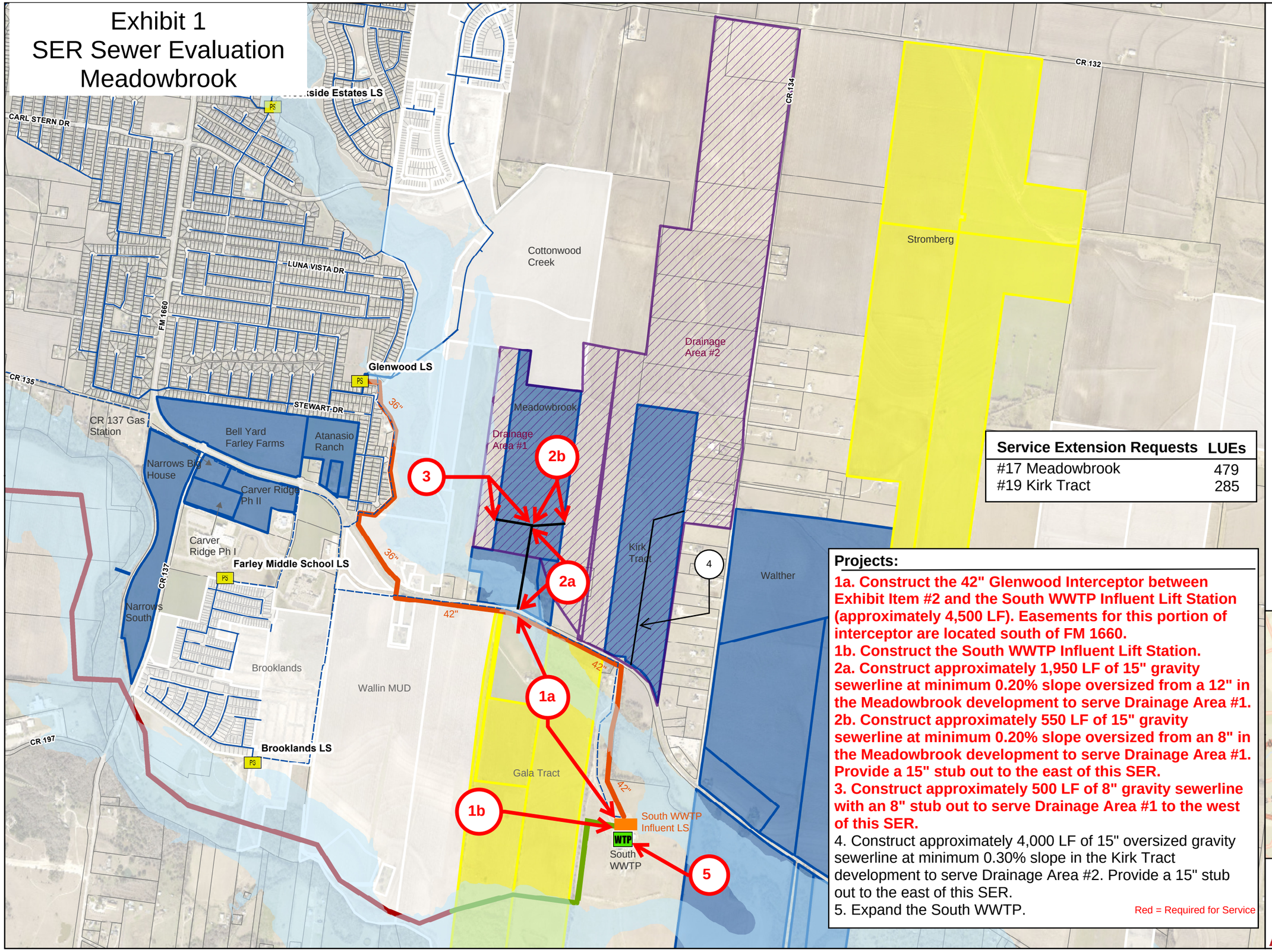
Exhibit Item #2a:

The City recognizes that the Meadowbrook development would require only a 12” gravity sewerline. However, this line should be oversized to a 15” line at 0.20% minimum slope to serve future developments in its vicinity. A 15” at 0.20% slope would provide a design capacity of 1.6 MGD, which is adequate to serve this SER and the remainder of the currently undeveloped Drainage Area #1 (see Exhibit 1) at a density of 5 LUEs/acre. This density is typically observed for recent SERs in this area (e.g., Kirk Tract, Walther Farmers Tract). Since the City is requesting to oversize this gravity sewerline from a 12” to a 15”, it will reimburse the developer for the cost difference to upsize the 12” line to a 15”.

Exhibit Item #2b:

Similar to Exhibit Item #2a, the City recognizes that the northeastern portion of the Meadowbrook development would require only an 8” gravity sewerline but requests an oversized 15” line at minimum 0.20% slope to serve Drainage Area #1. Since the City is requesting to oversize this gravity sewerline from an 8” to a 15”, it will reimburse the developer for the cost difference to upsize the 8” line to a 15”.

Exhibit 1
SER Sewer Evaluation
Meadowbrook



Service Extension Requests	LUEs
#17 Meadowbrook	479
#19 Kirk Tract	285

Projects:

1a. Construct the 42" Glenwood Interceptor between Exhibit Item #2 and the South WWTP Influent Lift Station (approximately 4,500 LF). Easements for this portion of interceptor are located south of FM 1660.
1b. Construct the South WWTP Influent Lift Station.
2a. Construct approximately 1,950 LF of 15" gravity sewerline at minimum 0.20% slope oversized from a 12" in the Meadowbrook development to serve Drainage Area #1.
2b. Construct approximately 550 LF of 15" gravity sewerline at minimum 0.20% slope oversized from an 8" in the Meadowbrook development to serve Drainage Area #1. Provide a 15" stub out to the east of this SER.
3. Construct approximately 500 LF of 8" gravity sewerline with an 8" stub out to serve Drainage Area #1 to the west of this SER.
4. Construct approximately 4,000 LF of 15" oversized gravity sewerline at minimum 0.30% slope in the Kirk Tract development to serve Drainage Area #2. Provide a 15" stub out to the east of this SER.
5. Expand the South WWTP.

Red = Required for Service

SER Review Map Group 3

- 100-year Floodplain
- Oversizing Drainage Area

Modeled Facilities

- WWTP
- Lift Station

Sewer Lines

- 8.0" - 12.0"
- 12.1" - 15.0"
- 15.1" - 21.0"
- 21.1" - 30.0"
- 30.1" - 42.0"
- Force Main

SER_Projects

CIP

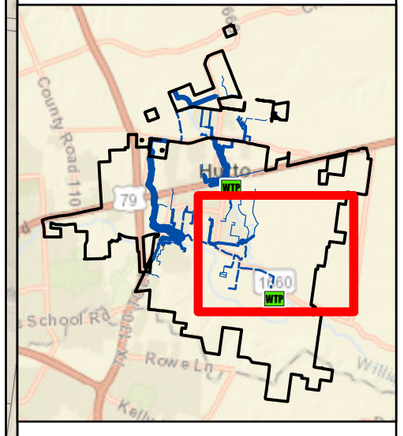
- Brushy Creek Int. Phase III
- Brushy Creek Int.
- Glenwood Interceptor

Developments

- 2020 Approved
- 2021 Approved
- Pending Approval
- Parcels

0 440 880 1,760 Feet

N



CITY OF HUTTO

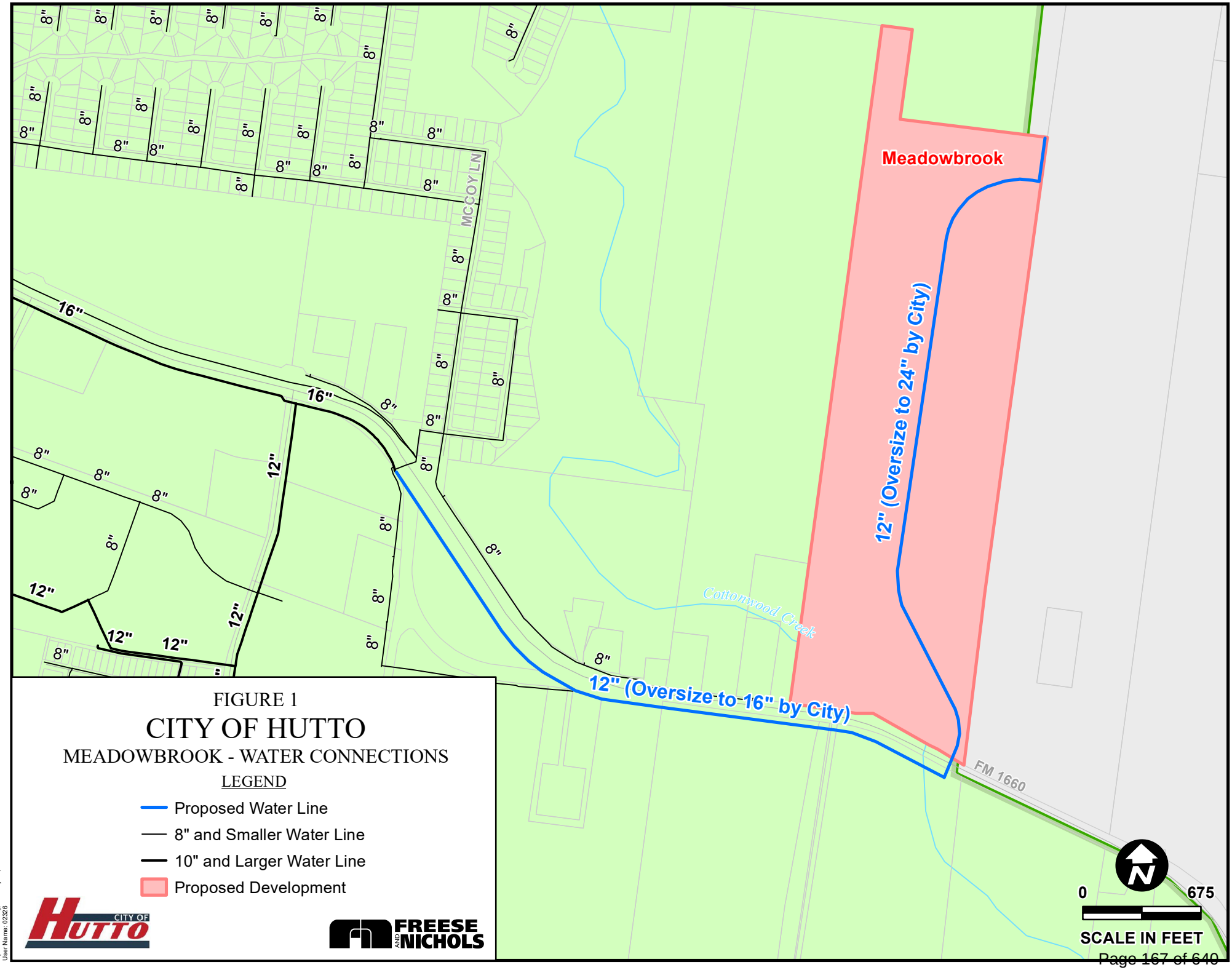


FIGURE 1

CITY OF HUTTO

MEADOWBROOK - WATER CONNECTIONS

LEGEND

- Proposed Water Line
- 8" and Smaller Water Line
- 10" and Larger Water Line
- Proposed Development

CITY OF HUTTO

FREESE AND NICHOLS

Created By Freese and Nichols, Inc.
Job No.: HTO22233
Location: H:\W_WW_PLANNING\01_DELIVERABLES\08-SER_Figures\(Figure-1)_Meadowbrook_REV.mxd
Updated: Tuesday, January 24, 2023 11:43:05 AM
User Name: 02326

CITY OF HUTTO DEVELOPMENT SERVICES

SERVICE EXTENSION REQUEST
(SER) APPLICATION
Must be Accompanied by a Master Application

City of Hutto Development Services
500 W. Live Oak Street
Hutto TX 78634
512-759-3479 Planning
512-759-4038 Engineering
planning@huttotx.gov

Project Name: Meadowbrook

Legal Description: (Acres/Survey/Abstract Number) 87.834 Acres in the James Hickman Survey, Abs 291

_____ OR Lot_____Block

_____Subdivision Name:__

Type of Service Requested: Water Wastewater

Proposed Use:

Single Family	494 (number of units)
Mobile Home	_____(number of units)
Duplex (1 duplex = 2 units)	_____(number of units)
Triplex, Fourplex (1 triplex = 3 units, 1 fourplex = 4 units)	_____(number of units)
Multifamily (Apartment, Condominium)	_____(number of units)
Hotel or Motel Room	_____(number of units)
Office	_____(total square feet)
Retail	_____(total square feet)
Restaurant	_____(total square feet)
Other:(please specify)_____	_____(specify unit_____)

Total # of LUE 494

Water Utility Requirements: Peak Hour: 1080.6 gpm ; Peak Day 636.4 gpm

Highest Fire Flow requirements: 1500 gpm for 2 hours at 20 psi

Fire Sprinkler System Flow Rates: 1500 gpm for 2 hours at 20 minimum residual pressure.

Wastewater Utility Capacity requirements (Peak Wet Weather flows with I&I) 385 gpm, 554,400 gpd.

Highest Elevation on the Land to be Served by the SER: 615 above mean sea level.

Lowest Elevation on the Land to be Served by the SER: 602 above mean sea level.

REQUIRED FOR SUBMITTAL

All items listed must be included with the SER application, unless otherwise noted.

- ☑ Completed Master Application and SER application with owner's original signature.
- ☑ Applicant has coordinated with staff on submittal requirements
  - Date of Pre-Development Meeting: June 3, 2021
- ☑ Location Map

City of Hutto Development Services
500 W. Live Oak Street
Hutto TX 78634
512-759-3479 Planning
512-759-4038 Engineering
planning@huttotx.gov

- ☑ Utility Plan (detailing the proposed water, wastewater, and/or reclaimed water infrastructure layout, existing/proposed easements, and existing topography)
- ☑ Engineering Calculations that are signed, sealed and dated by a professional engineer registered in the State of Texas.
- ☑ Summary Letter describing the proposed development.

FEES:

- Please see the City of Hutto Fee Schedules for required fees. All required fees should be verified with planning@huttotx.gov prior to submission.
- Third party review fee amount will be calculated and collected prior to final approval.
- Payment may be provided by cash, check made payable to: City of Hutto, or via MyGovernmentOnline.

CONDITIONS OF APPROVAL:

- ☐ The level of service approved by this document does not imply commitment for land use.
- ☐ Service extension requests are subject to the guidelines established in the Hutto City Code of Ordinances.
- ☐ Construction of all service extensions are subject to all utility guidelines and planning ordinances.
- ☐ Service extension approvals automatically expire 180 days after the date of issuance unless a development application has been approved by the Development Services Department. Once an approved development application expires the service extension approval expires on the same date.
- ☐ If requested, the proposed improvements will be dedicated to the City of Hutto for ownership, operation, and maintenance.

FOR DEPARTMENT USE ONLY				
Submittal Date	Date Accepted for Review	Payment Type	Fees Paid	Approval Date

SUBDIVISION CONSTRUCTION PLAN MASTER APPLICATION

City Issued MPN # _____
Office Use Only

City of Hutto
Engineering Department
500 W. Live Oak
Hutto, TX 78634
(512) 759-4016 Main
www.huttotx.gov

PROJECT NAME: Meadowbrook APPLICATION TYPE: SER, Preliminary Plat

APPLICANT INFORMATION (*property owner or authorized agent*) This will be the City's official contact

Name: T. Walter Hoysa

Company Name: LJA Engineering, Inc.

Address: 2700 La Frontera Boulevard, Suite 150 Round Rock, TX 78681

Phone: 512-439-4700 Email: whoysa@lja.com

PROPERTY INFORMATION

Address: _____

Legal Description: Lot(s) _____ Block _____ Subdivision 87.834 Acres in the James Hickman Survey, Abs 291

Deed Reference: Volume _____ Page(s) _____ or Document No. 2021066633

City Limits or ETJ: ETJ Current Zoning District: N/A

PROPERTY OWNER INFORMATION

Name: _____

Company Name: MB Hutto LLC

Address: 5956 SHERRY LN #STE 1000 DALLAS, TX 75225

Phone: 512-638-6682 Email: jlandwehre@traylor.com

PROPERTY OWNER CONSENT/AGENT AUTHORIZATION

By my signature I hereby affirm that I am the property owner of record, or if the applicant is an organization or business entity, that authorization has been granted to represent the owner, organization or business in this application. I certify that the preceding information is complete and accurate, and it is understood that I agree to the submittal of this application. Additionally, my signature below indicates my awareness of the fee(s) required at the time of application submittal and that this fee(s) is non-refundable even in the event of application withdrawal or if reviewed and denied.

By signing this form, the owner of the property authorizes the City of Hutto to begin proceedings in accordance with the process for the type of application indicated on page one of this application. The owner further acknowledges that submittal of an application does not in any way obligate the City to approve the application and that although City staff may make certain recommendations regarding this application, the City Council may not follow that recommendation and may make a final decision that does not conform to the staff's recommendation.

_____ Daniel A. Traylor 01/11/2022
Property Owner Signature | Property Owner Printed Name | Date

THE STATE OF INDIANA

COUNTY OF VANDERBURGH

Before me, the undersigned authority, on this day personally appeared Daniel A. Traylor, 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 considerations therein expressed.

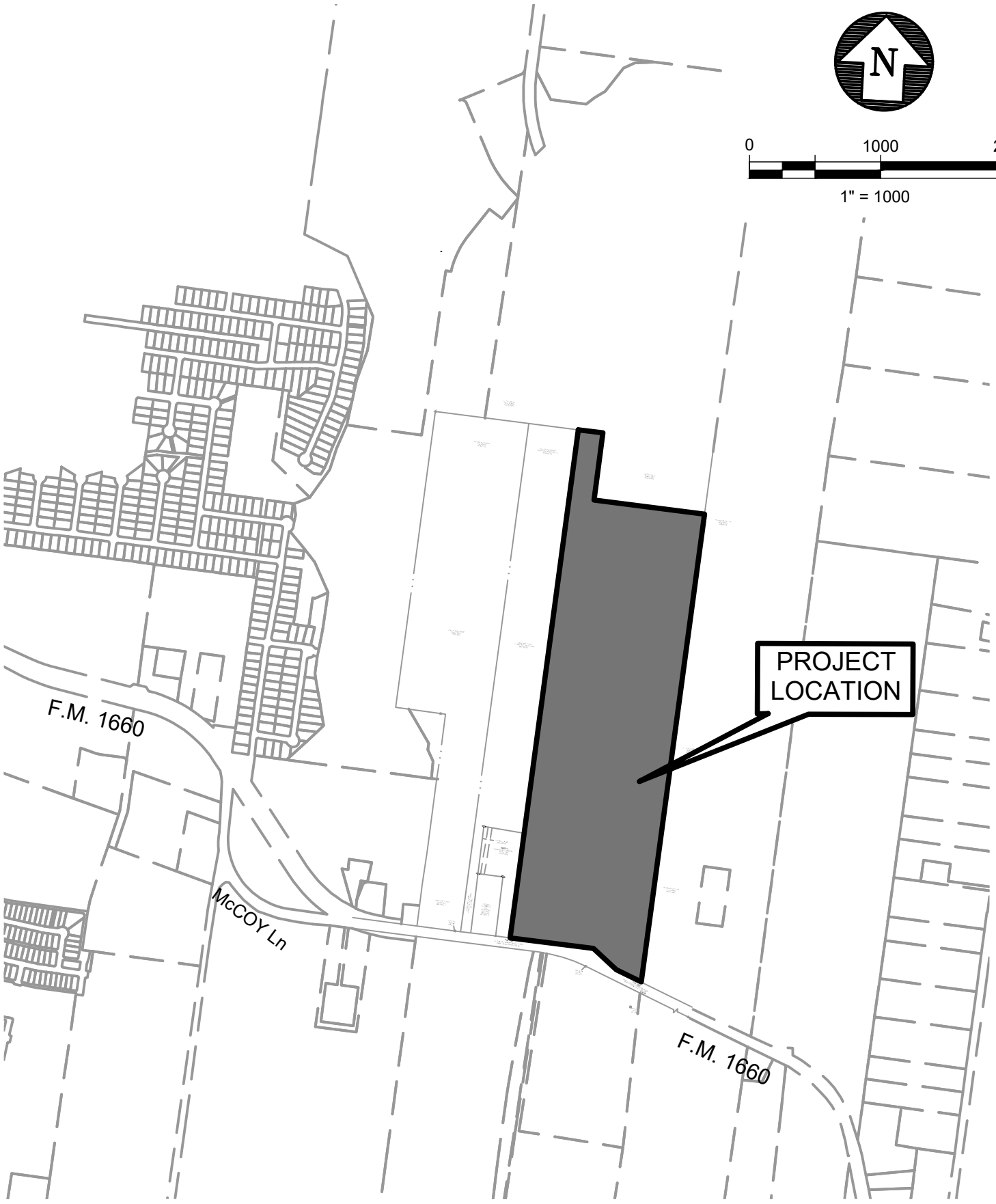
Given under my hand and seal of office this 11th day of January, 2022 A.D.

_____ Ashley L. Shake
Notary Public Signature | Notary Public Printed Name

Commission No: 735962
Expiration Date: 09/02/2029

(Seal)
NOTARY PUBLIC SEAL INDIANA
ASHLEY L. SHAKE
Notary Public, State of Indiana
Vanderburgh County
Commission Number NP0735962
My Commission Expires
September 02, 2029

If there are multiple property owners attach separate page(s) with notarized signature(s)



LJA Engineering, Inc.
2700 La Frontera Blvd
Suite 150
Round Rock, TX 78681
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

LOCATION MAP

11/17/2021

LJA ENGINEERING

2700 La Frontera Boulevard, Suite 150, Round Rock, Texas 78681
t 512.767.7300 LJA.com TBPE F-1386

January 3, 2022

Ning Zhang, PE
City of Hutto
City Engineer
500 W Live Oak Street
Hutto, Texas 78634

Re: Meadowbrook (10501 FM 1660)
Water and Wastewater Service Extension Request (SER) Engineer's Report
LJA Engineering, Inc. Project No. A615-1001.201

Dear Ning,

The Meadowbrook Tract consists of approximately 87.8 acres located at FM 1660 where it crosses Cottonwood Creek within the City of Hutto 2-mile Extra Territorial Jurisdiction (ETJ) in Williamson County, and within the Hutto Water Service Area.

Exhibit 1 and ***Exhibits 2A-2G*** show property location maps identifying tract boundary extents on topographic mapping and detailed utility layouts respectively. The majority of the tract is proposed to be developed as single-family units with about one-third of the tract proposed to be attached townhomes. The proposed development would generate a total of 494 LUE's per the AWU-LUE guidance document. Per the 2015 International Fire Code (IFC), Table B105.1(2), the required fire flow is 1,500 gallons per minute (gpm) at 20 psi for 2 hours, assuming no sprinkling on the townhome product. Total LUE's generated by the proposed and future uses, peak day and peak hour water demands, and the peak wet weather flow of wastewater discharge for the total LUE's are documented on the application with supporting calculations found in ***Exhibit 3***. Calculations were performed using the values given in the City of Hutto Utility Design Criteria Manual as published on the City's website at the writing of this report.

Water Extension
We propose connecting to an existing Hutto waterline near the southwest corner of the tract within the FM 1660 Right of Way (ROW). A 12-inch waterline is proposed from the connection point, through the site along the collector road shown, to be stubbed for future connection near the northeast corner of the site at the proposed future intersection with the City's FM1660 relocation project. 8-inch waterlines will be extended to all local roads and townhome alleys and an 8-inch line will either be connected to or stubbed to the Lennar Cottonwood Creek development to the north of the Meadowbrook site area.

Wastewater Extension
We propose wastewater conveyance to connect to the proposed lift station at the City of Hutto Wastewater Treatment plant located across FM 1660 to the east of this project area. Most wastewater line is proposed to by 8-inch diameter until approximately 350 LUE's are reached at which point the line will be proposed as a 12-inch line along the proposed collector road until it reaches the FM1660 ROW. We then propose a wastewater collector of a size to be determined

by the City to run down the FM1660 ROW to the existing wastewater treatment plant (WWTP) site and terminating at a City proposed lift station on the WWTP site. Details of the lift station depth and location have not yet been provided to us. We expect to need a 12-inch wastewater line for purposes of this project and are willing to oversize the line per City direction with proportional reimbursement.

If you have any questions, or require any additional information, please do not hesitate to call.

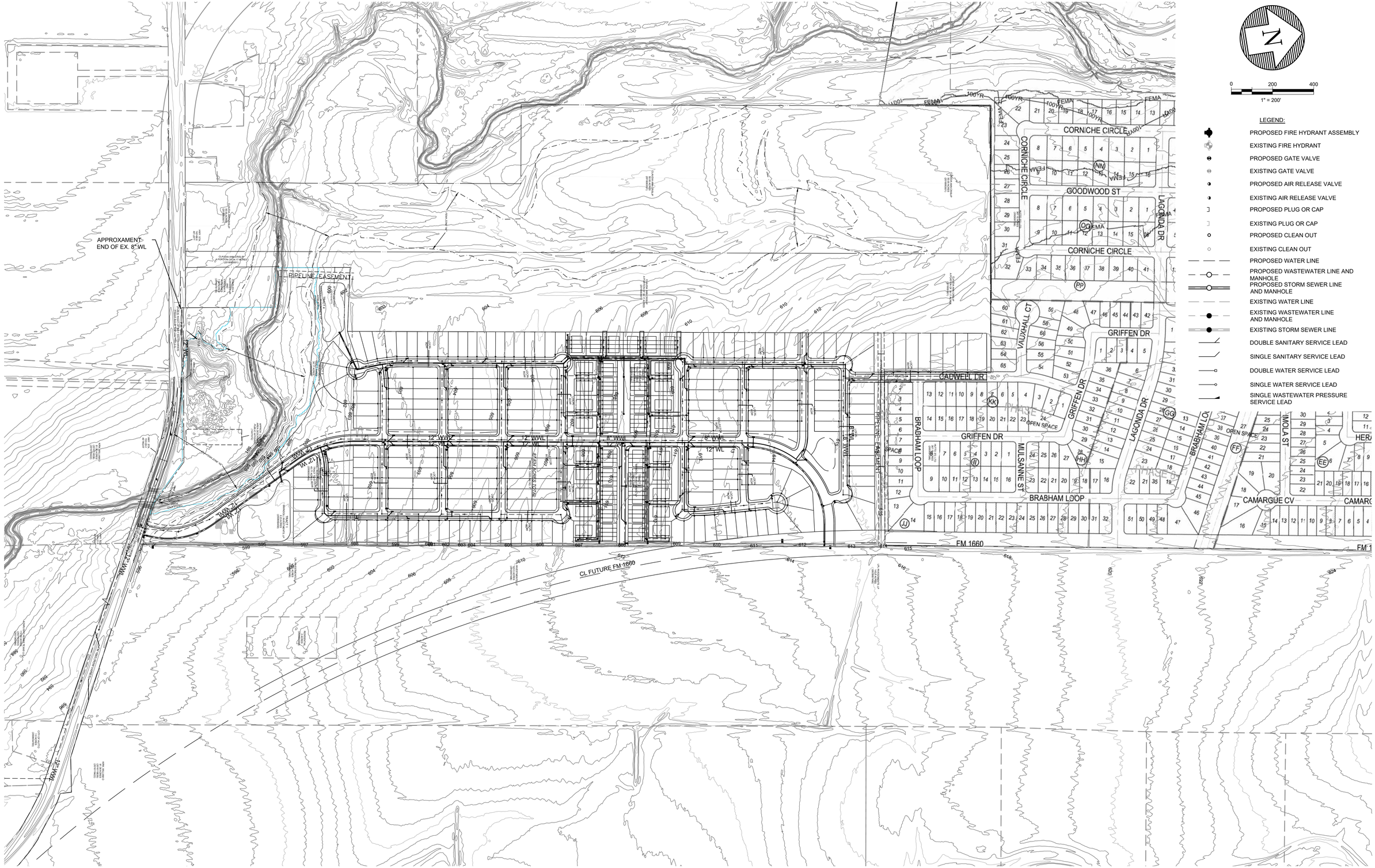
Very Truly Yours,
LJA ENGINEERING, INC.

T. W. Hoysa, P. E.
Sr. Project Manager

TWH/ap

EXHIBIT 1

Overall Utility Layouts



LJA Engineering, Inc.
2700 La Frontera Blvd
Suite 150
Round Rock, TX 78681
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

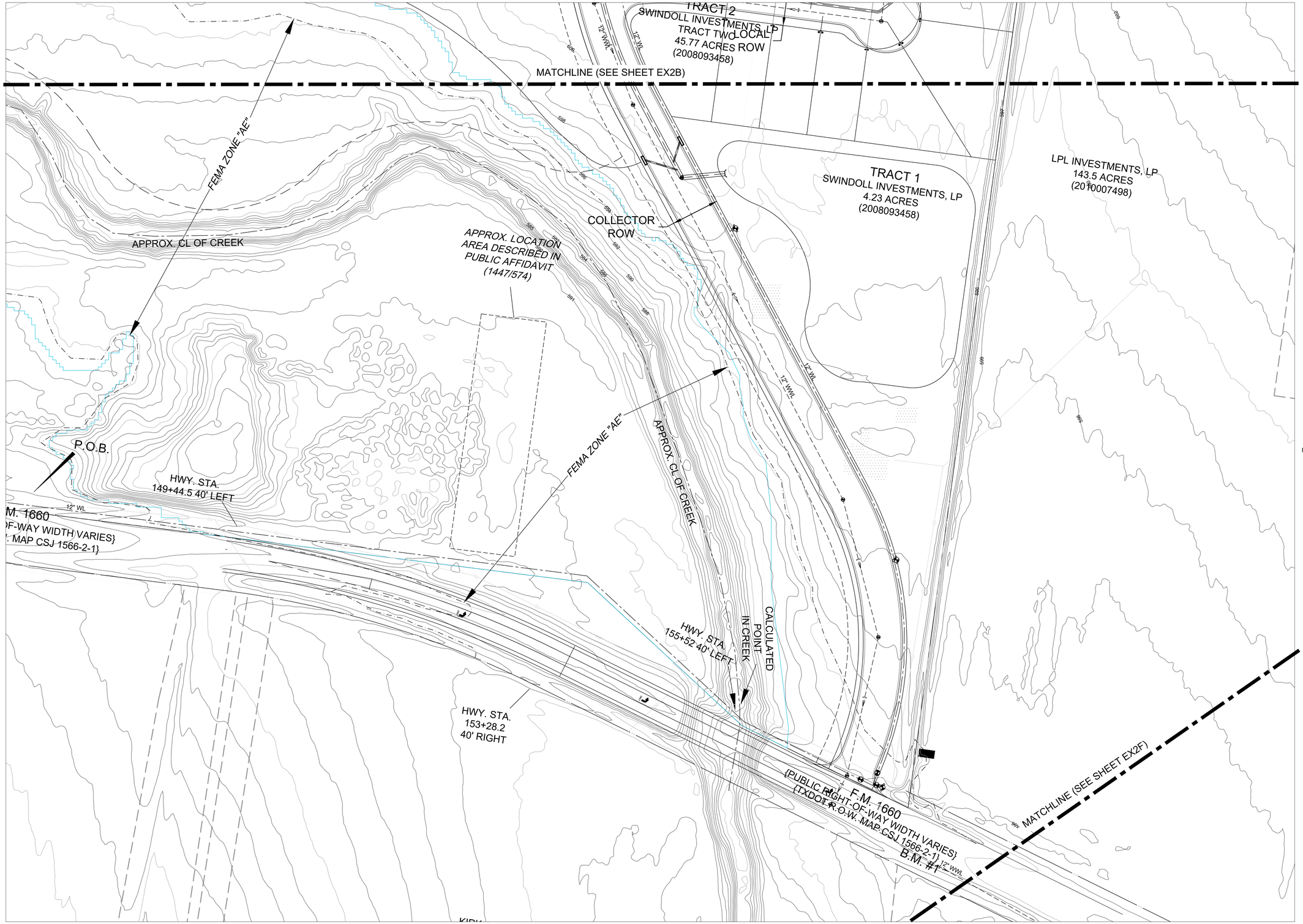
EX1-OVERALL PRELIMINARY LAYOUT

12/1/2021

This document released for the purposes of Utility Service Evaluation under the authority of T.W. Hoysa, PE 100072 on December 1, 2021. It is not to be used for construction, permitting, or other purposes.

EXHIBIT 2A-2F

Detailed Utility Layouts



LEGEND:

- PROPOSED FIRE HYDRANT ASSEMBLY
- EXISTING FIRE HYDRANT
- PROPOSED GATE VALVE
- EXISTING GATE VALVE
- PROPOSED AIR RELEASE VALVE
- EXISTING AIR RELEASE VALVE
- PROPOSED PLUG OR CAP
- EXISTING PLUG OR CAP
- PROPOSED CLEAN OUT
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- PROPOSED STORM SEWER LINE AND MANHOLE
- EXISTING WATER LINE
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- EXISTING STORM SEWER LINE
- DOUBLE SANITARY SERVICE LEAD
- SINGLE SANITARY SERVICE LEAD
- DOUBLE WATER SERVICE LEAD
- SINGLE WATER SERVICE LEAD
- SINGLE WASTEWATER PRESSURE SERVICE LEAD

NOTES:

1) ALL W/WW LINES ARE 8" EXCEPT AS NOTED.
2) STORM SEWER LINES CONCEPTUAL & SUBJECT TO CHANCE

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EX2A-UTILITY LAYOUT

12/1/2021

MATCHLINE (SEE SHEET EX2C)

LPL INVESTMENTS, LP
143.5 ACRES
(2010007498)

LOCAL ROW

LOCAL ROW

LOCAL ROW

COLLECTOR ROW

LOCAL ROW

LOCAL ROW

LOCAL ROW

12" WWL

12" WL

12" WWL

12" WL

TRACT 3
SWINDOLL INVESTMENTS, LP
TRACT THREE
34.17 ACRES
(2008093458)

100YR FEMA FLOODPLAIN

TRACT 2
SWINDOLL INVESTMENTS, LP
TRACT TWO
45.77 ACRES
(2008093458)

MATCHLINE (SEE SHEET EX2A)

N

0 50 100
1" = 50'

LEGEND:

- PROPOSED FIRE HYDRANT ASSEMBLY
- EXISTING FIRE HYDRANT
- PROPOSED GATE VALVE
- EXISTING GATE VALVE
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EX2B-UTILITY LAYOUT

12/1/2021

N

0 50 100

1" = 50'

LEGEND:

- PROPOSED FIRE HYDRANT ASSEMBLY
- EXISTING FIRE HYDRANT
- PROPOSED GATE VALVE
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EX2C-UTILITY LAYOUT

12/1/2021

MATCHLINE (SEE SHEET EX2E)

30' PIPELINE ESMT. (20151016Z7)

PIPELINE EASEMENT

30' PIPELINE ESMT. (20151016Z7)

LOCAL ROW

8" WL

8" WWL

LOCAL ROW

LOCAL ROW

LOCAL ROW

LOCAL ROW

COLLECTOR ROW

LOCAL ROW

8" WWL

12" WL

MATCHLINE (SEE SHEET EX2C)

N

0 50 100

1" = 50'

LEGEND:

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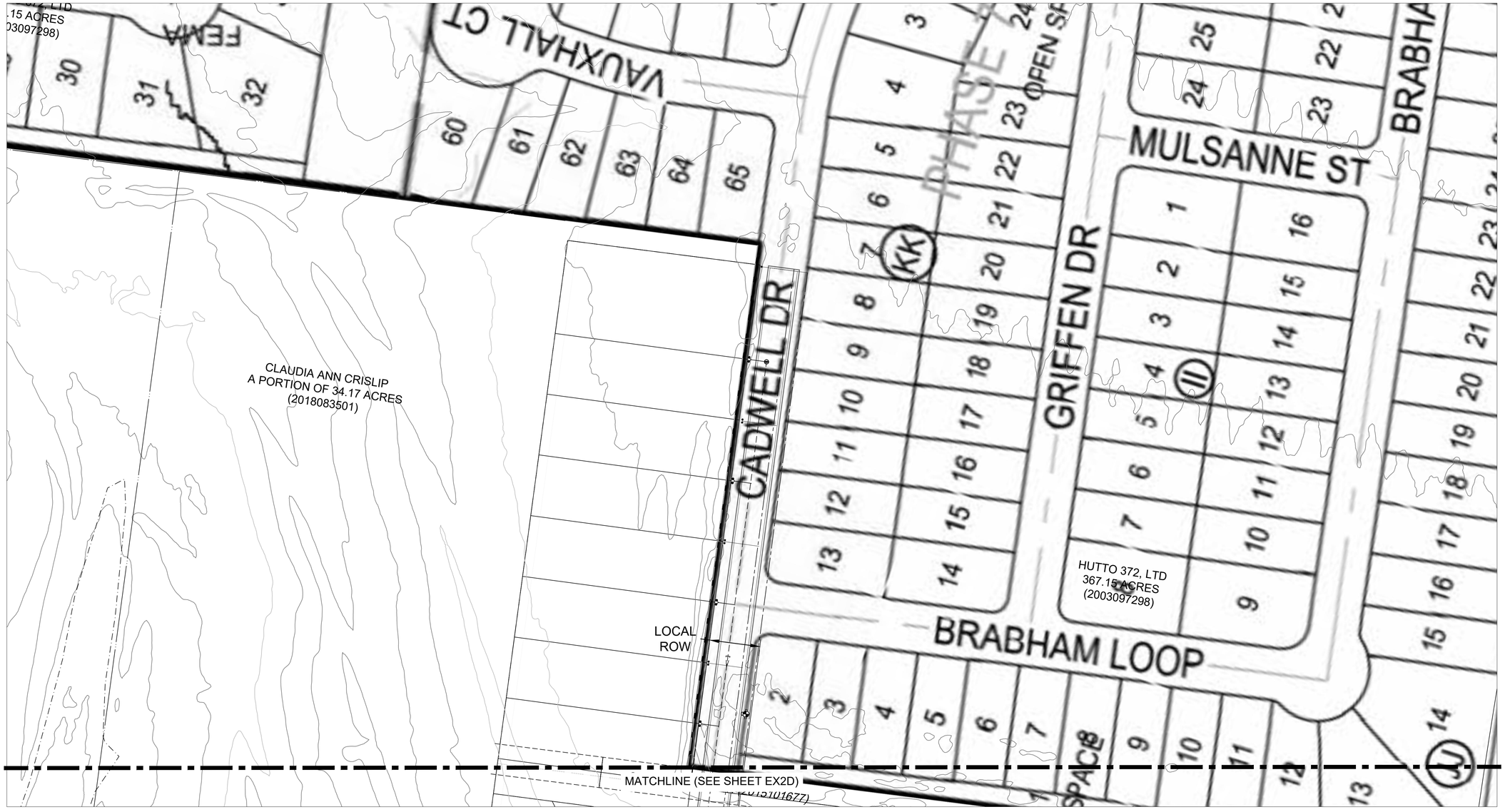
EX2D-UTILITY LAYOUT

12/1/2021



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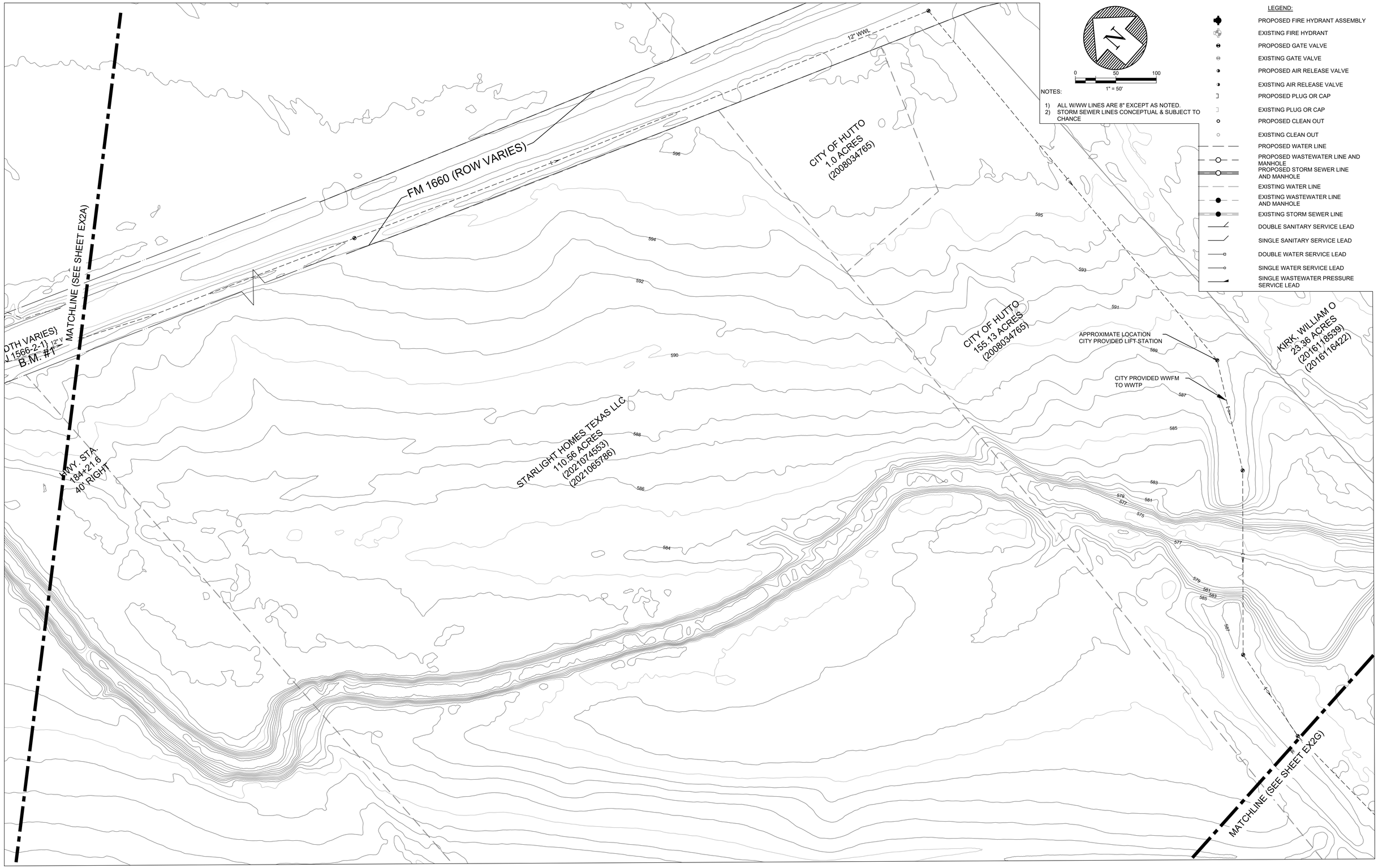
EX2E-UTILITY LAYOUT

12/1/2021



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0 50 100
1" = 50'

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EX2F-UTILITY LAYOUT

12/1/2021

N

0 50 100

1" = 50'

LEGEND:

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EX2G-UTILITY LAYOUT

12/1/2021

EXHIBIT 3

SER Calculations

EXHIBIT 3

Meadowbrook
WATER AND WASTEWATER FLOW REQUIREMENTS

SUMMARY
As of January 3, 2022

Meadowbrook	
Total LUEs	494
Wastewater	
Average Day Flow	96.1 gpm
Inflow & Infiltration	35.9 gpm
Peak Dry Weather Flow (Qpdwf)	349.1 gpm
Peak Wet Weather Flow (Qpwwf)	385 gpm
Minimum Flow (Qmin)	20.5 gpm
Water	
Average Day Demand	240.1 gpm
Peak Day Demand	636.4 gpm
Peak Hour Demand	1080.6 gpm
Fire Flow	
Sprinkled Maximum	1,500 gpm (2 hours)

See attached sheets for calculations and assumptions.

TOTAL LUE SUMMARY			
Building Type	**Quantity**	***LUE Weighting**	**Total LUEs**
Single Family	494 units	1.0 LUE per unit	494
Multi - Family	units	0.7 LUE per unit	0
Retail	0 ft^2	1,660 ft^2 per LUE	0
Restaurant	0 ft^2	200 ft^2 per LUE	0

*per Hutto guidance document

Total LUE = 494

G:\A615-1001 Swindoll Property\PERMITTING\SER\WWW Flow Requirements - SER Calculations.docx

GIVEN:
Total LUEs required = 494 LUEs

ASSUME:
- City of RR DAC capacity requirements (W = UCM §1.7.2.A; WW = UCM §1.7.3.A.)
- Wastewater Drainage Area ≈ 69 acres (for I & I)
- Each LUE = 3.5 persons

FIND:
Required wastewater flow per UCM 1.7.3.A

1. Average Daily Flow = $\frac{280\ gpd}{LUE} \times 494\ LUE \times \frac{day}{1440 min} = \mathbf{96.1\ gpm = Avg\ Day\ Flow}$

2. Industrial Flows = not applicable

3. I&I = $\frac{750^{gal}/_{day}}{acre} \times 69\ acre \times \frac{day}{1440\ min} = \mathbf{35.9\ gpm = I\&I}$

4. Peak Dry Weather Flow

$$Q\_pdwf = \frac{18 + \sqrt{0.018F}}{4 + \sqrt{0.018F}} \times F$$

$$F = \frac{80\ ^{gal}/_{person}}{day} \cdot \frac{day}{1440m} \times \frac{3.5\ person}{LUE} \times 494\ LUE = \mathbf{96.05\ gpm}$$

$$\sqrt{0.018F} = 1.314$$

$$\boldsymbol{Q_{pdwf} = 349.06\ gpm}$$

5. Peak Wet Weather Flow = Peak Dry Weather Flow + I&I

$$\boldsymbol{Q_{pwwf}} = 349.06\ gpm + 35.9\ gpm = \mathbf{384.96\ gpm}$$

6. Minimum Flow

$$\boldsymbol{Q_{min}} = [0.2 \times (0.0144 \times F)^{0.198}] \times F = \mathbf{20.484\ gpm}$$

FIND:
Required Water Flows per UCM 1.7.2.A.1.

1.b Avg Daily Demand = $\frac{200\ ^{gal}/_{person}}{day} \cdot \frac{day}{1440\ min} \cdot 494\ LUE \cdot \frac{3.5\ person}{LUE} = \mathbf{240.14\ gpm = Avg\ Day}$

1.c Peak Day Demand = $\frac{530\ gal/person}{day} \cdot \frac{day}{1440\ min} \cdot 494\ LUE \cdot \frac{3.5\ person}{LUE} = \mathbf{636.37\ gpm = Peak\ Day}$

1.d Peak Hour Demand = $\frac{900\ gal/person}{day} \cdot \frac{day}{1440\ min} \cdot 494\ LUE \cdot \frac{3.5\ person}{LUE} = \mathbf{1080.63\ gpm = Peak\ Hr}$

Fire Flow Requirements per International Fire Code (IFC 2015) Table B105.1

Development	Existing or Proposed Structure	Sq. Ft.	Construction Type (assumed)	*Fire Flow	*May be Reduced up to 50%
Single-Family	Proposed	<3,500	Type IIB	1,000 gpm for 1 hours	1000 gpm with sprinkling for 1 hours
Town Home	Proposed	3875	Type IIB	1500 gpm for 2 hours	1500 gpm with sprinkling for 2 hours

*Capacity measured at 20 psi

AGENDA ITEM REPORT
9.4.

To:	City Council
Subject:	Conduct a public hearing and consider possible action on Ordinance No. O-2023-082 for Durango Farms Planned Unit Development (PUD) zoning ordinance amendment to add Section 3.10 Riparian Setback (First Reading) (Ashley Bailey)
Meeting:	Thursday, December 7, 2023
Department:	Development Services /
Staff Contact:	Ashley Bailey

BACKGROUND INFORMATION:

Durango Farms Planned Unit Development (PUD) area was annexed and subsequently zoned in 2019. The amendment, as submitted, has one change to add language to Section 3.10:

Riparian setback requirements of 10.403.4.3 shall not apply to the Durango Farms PUD. All structures adjacent to the floodplain, except for drainage facilities, shall have the lowest finished floor at two feet or more above the base flood elevation (BFE) of Cottonwood Creek.

SUMMARY OF REQUEST:

This amendment provides language on the riparian setback that was not previously required within the development. The riparian setback is in addition to the floodplain setback as defined in the Unified Development Code:

10.403.4.3 Riparian setbacks

Minimum structural setbacks from riparian areas (edge of 100-year floodplain or delineated wetlands) are:
Watercourses draining an area at least 0.5 square mile and having a defined bed and bank, designated 100 year flood plains, and Category 3 wetlands: 25 ft.
Watercourses draining an area of 0.5-20 square miles, and Category 2 wetlands: 75 ft.
Watercourses draining an area of greater than 20 square miles, and Category 1 wetlands: 125 ft.

While the riparian language has not changed since the original adoption of the UDC in 2011, the application of the setback has been sporadic in practice and is often eliminated or reduced when the floodplain area is still preserved.

The PUD was amended one other time, allowing an increase in the maximum allowed size of a daycare to 12,000 sqft and providing additional parking on site for the increased daycare size allowance.

AGENDA ITEM REPORT
9.4.

STAFF REVIEW:

At the time of publishing the packet, staff received two responses to the public notice - two against and one in favor. The objections did not clarify the reason for the objection.

This amendment will be presented to the Planning and Zoning Commission at their December 5th meeting, a formal recommendation from the Commission will be presented at the City Council meeting. Staff is in support of the request.

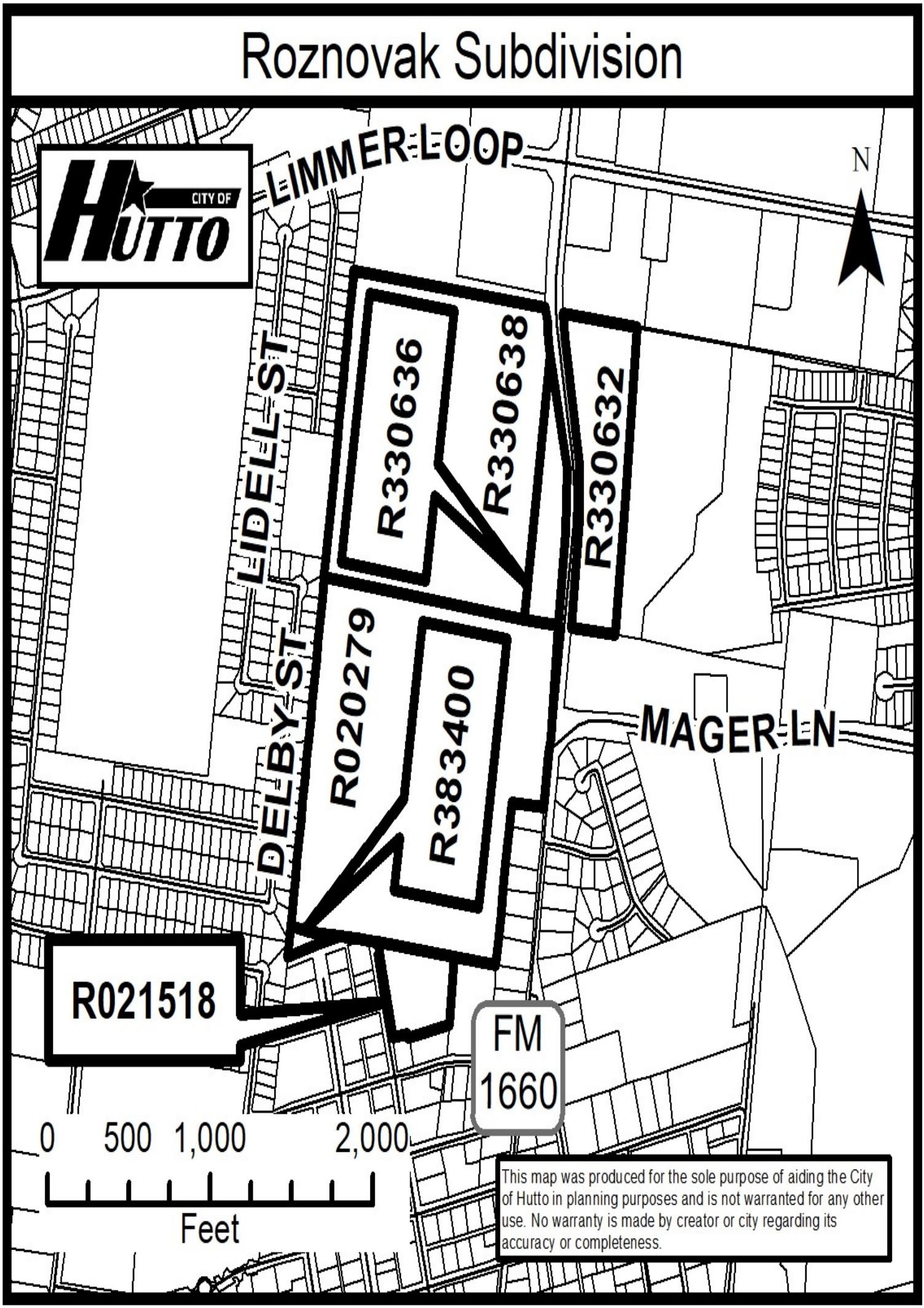
FISCAL NOTES:

No fiscal impact.

ATTACHMENTS:

1. Location Map
2. SURVEY
3. Durango Farms PUD Amendment 2
4. Wolfe - Favor
5. Donaldson - Object
6. Lloyd - Object
7. DurangoOrd Amendment 2 O-2023-082

Roznovak Subdivision



STANDARD LAND SURVEY

CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS

SCALE: 1"=100'

0 100' 200' 300' 400'

RECORD TABLE	
NUMBER	DOCUMENT NO.
R1	CAB. CC, SLD. 138–139 PRWC
R2	CAB. Y, SLD. 154–157 PRWC
R3	CAB. W, SLD. 263–267 PRWC
R4	VOL. 443/PG. 472 DRWC
R5	VOL. 368/PG. 348 DRWC
R6	DOC. NO. 20060839.36 OPRWC
R7	DOC. NO. 2016117309 OPRWC
R8	DOC. NO. 2001074832 OPRWC
R9	DOC. NO. 2007062953 OPRWC
R10	VOL. 1079/PG. 938 ORWC
R11	TEXAS STATE HIGHWAY DEPT RIGHT–OF–WAY MAP CONTROL NO. 1566 SECTION 1 DATED JULY 31, 1965 REVISED MAY 1986
R12	VOL. 876/PG. 655 DRWC
R13	DOC. NO. 2004018146 OPRWC

SURVEYOR'S NOTES:

1. THE SUBJECT PROPERTY LIES PARTIALLY WITHIN ZONE "X" UNSHADED, PARTIALLY WITHIN ZONE "X" SHADED, PARTIALLY WITHIN ZONE "AE", PARTIALLY WITHIN ZONE "AE" FLOODWAY, AND PARTIALLY WITHIN ZONE "A". ZONE "A" IS DEFINED AS A SPECIAL FLOOD HAZARD AREA (SFHAS) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD WITH NO BASE FLOOD ELEVATIONS DETERMINED BY FEMA. ZONE "AE" IS DEFINED AS A SPECIAL FLOOD HAZARD AREA (SFHAS) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD WITH BASE FLOOD ELEVATIONS DETERMINED BY FEMA. ZONE "AE" FLOODWAY IS DEFINED AS A SPECIAL FLOOD HAZARD AREA (SFHAS) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD WITHIN ZONE "AE". THE FLOODWAY IS THE CHANNEL OF A STREAM PLUS ANY ADJACENT AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS (PER FIRM MAP). ZONE "X" SHADED IS DEFINED UNDER OTHER FLOOD AREAS AS AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD. ZONE "X" UNSHADED IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
2. ALL TIES (FNC, PP, ETC) WITH A PLUS SIGN (+) MEAN OUTSIDE THE PROPERTY LINE AND ALL TIES WITH A MINUS SIGN (–) MEAN INSIDE THE PROPERTY LINE.
3. ALL SURVEY LINES SHOWN HEREON ARE APPROXIMATE AND ARE BASED ON INFORMATION OBTAINED FROM THE TEXAS GENERAL LAND OFFICE, THE RECORD DEEDS, THE TEXAS DEPARTMENT OF TRANSPORTATION RIGHT–OF–WAY MAP, AND FROM THE PLATS OF A) HUTTO SQUARE SECTION 1 (CAB. W, SLD. 264 PRWC), B) HUTTO SQUARE SECTION 2 (CAB. Y, SLD. 155 PRWC), AND C) HUTTO SQUARE SECTION 3 (CAB. CC, SLD. 138 PRWC).
4. THE RIGHT–OF–WAY FOR F.M. HIGHWAY NO. 1660 WAS DETERMINED USING ON–THE–GROUND MONUMENTATION IN ADDITION TO A TEXAS STATE HIGHWAY DEPARTMENT RIGHT–OF–WAY MAP, DISTRICT 14, WILLIAMSON COUNTY (CONTROL NO. 1566 – SECTION NO. 1 – JOB NO. 1) DATED JULY 31, 1965 WITH A REVISED DATE MAY 1986.
5. NO ADDITIONAL RESEARCH WAS PERFORMED BY THE SURVEYOR REGARDING EASEMENTS. NO TITLE REPORT WAS PROVIDED TO THE SURVEYOR, ADDITIONAL EASEMENTS MAY EXIST WHICH AFFECT THE SUBJECT TRACT(S).
6. THIS STANDARD LAND SURVEY IS SUBMITTED IN CONJUNCTION WITH FIELD NOTES MADE A PART HEREOF BY REFERENCE.

LEGEND:

- ○ = SET IRON ROD WITH "RJ SURVEYING" CAP
- ● = 1/2" IRON ROD FOUND
- ■ = 4" SQUARE CONCRETE MONUMENT FOUND
- = TRANSMISSION LINE TOWERS (3.0' CONC BASE (TYP))
- = POWER POLES
- = GUY WIRE ANCHOR
- = WASTEWATER MANHOLE
- = SIGN
- = WATER METER
- = GAS METER
- = CABLE TELEVISION MARKER/BOX
- = ELECTRIC BOX
- = TELEPHONE
- △ = CALCULATED POINT
- (A) = BLOCK NAME
- VA = VARAS
- ( ) = RECORD INFORMATION
- BL = BUILDING SETBACK LINE
- WLE = WATER LINE EASEMENT
- PUE = PUBLIC UTILITY EASEMENT
- OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DRWC = DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- ORWC = OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- OS = OPEN SPACE
- LS = LANDSCAPE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- FNC = FENCE
- CMP = CORRUGATED METAL PIPE

BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N82°16'58"W	10.50'
L2	S37°39'33"E	70.42'
L3	S02°48'54"E	56.00'
L4	S07°30'53"W	41.41'
L5	S00°32'25"E	55.35'
L6	N03°06'09"W	149.73'
L7	N07°32'52"E	324.44'
L8	N13°26'20"W	513.71'

RECORD LINE TABLE		
LINE	BEARING	DISTANCE
L1	N80°50'W (R4)	11.00'
L3	S00°38'23"E (R10)	56.02'
L5	S00°26'58"E (R11)	56.02'
L7	N10°03'00"E (R11)	324.88'
L8	N11°01'14"W (R11)	513.42'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CH. DIST.
C1	167.77'	1186.28'	008°06'11"	S05°42'30"E	167.63'
C2	335.86'	1106.28'	017°23'40"	S01°03'44"E	334.57'
C3	188.94'	1186.28'	009°07'31"	S02°54'22"W	188.74'

RECORD CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CH. DIST.
C3	–	–	–	S05°09'13"W	187.79'

CERTIFICATION:

THIS IS TO CERTIFY THAT THE BOUNDARY IS IN CONFORMANCE WITH THE GENERAL RULES AND PROCEDURES SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS AND IS TO THE POSITIONAL TOLERANCES REQUIRED FOR SURVEYS WITHIN INCORPORATED AREAS AND SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B CONDITION II SURVEY.

John D Kipp 10/31/2018

JOHN D. KIPP DATE
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5844
STATE OF TEXAS

STATE OF TEXAS · REGISTERED · JOHN DAVID KIPP · 5844 · PROFESSIONAL LAND SURVEYOR

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RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
F–10015400 (512) 836–4793 FAX: (512) 836–4817

DATE: 07/28/2018 SCALE: 1" = 100'
FIELD BOOK: JOB NO.: 2706

SHEET 1 OF 1 SHEETS

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Durango Farms

City of Hutto, Texas
Planned Unit Development (PUD)

Exhibit A
Development Plan

October 10, 2019
Amendment 1: May 5, 2021
Amendment 2: June 2023

Applicant:

MA Partners
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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1. GENERAL PROVISIONS

1.1 Title

This ordinance is known as the "Durango Farms District" Planned Unit Development Ordinance and may be cited as "Durango Farms" PUD.

1.2 Purpose and Intent

The purpose of this Plan is to ensure a PUD that creates a mixed use development that is: 1) is equal to, superior than and/or more consistent than that which would occur under the standard ordinance requirements, 2) 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, 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.

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 Development Services 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 ten percent (10%) in the size of any section or phase shown on the Concept Plan, shall be considered "Minor Modifications" over which the City's Development Services 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 Development Services 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 development including retail, multi family and single family residential uses. **Exhibit C**, illustrates the location of the Plan area and the proposed land use blocks.

For the purpose of addressing any development regulation not modified within this PUD, the following City of Hutto UDC base zoning districts shall be utilized for the following uses:

Single Family: SF-1

Townhouse: SF-2

Multi Family: MF

Non Residential: B-1

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

PERMITTED USES

Use	Conditions
Residential	
Multifamily	
Dwelling: Single Household Attached Townhouse	1
Single Family residential	3
Single Family village	3
Single Family zero lotline	3
Non-Residential	
Hotel	2
Library	
Community Service	
Government Facilities	
Park	
Amenity/Recreation Center	
Restaurant/Bar	
Food Catering (accessory or secondary to restaurant or bakery)	
Live/Work Units	
Office: Professional	
Office: Medical	
Veterinary Clinic	
Personal and business service shop	

Print Shop	
Retail Sales and Service (other than the uses listed below)	
Bakery	
Bank	
Convenience Store	

Use-Non Residential	**Conditional Use**
Day Care: Child (1-6 children)	
Day Care: Child (greater than 6 children)	4
School: no more than 5 students	
School: at least 6 students	
Public Utility Substation	
Bed and Breakfast	
Bus Stops	

Temporary Uses

Temporary uses	
Construction equipment storage lot	
Construction field office	
Portable storage container	
Temporary building	

Accessory Uses

Accessory uses	
Antenna, non residential use: other	
Drive through facility	
Satellite dish	
ATM machines – stand alone	

Conditions of Use

(1) 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.

(2) Hotel
   (a) Hotel use up to 60 feet in height is limited to Parcel 6, as illustrated on the Land Use Plan, Exhibit C.

(3) Single Family Residential
   (a) Proposed Durango Farms single family lots that are adjacent to existing Old Town residences must face onto East Street and Main Street.

(4) Daycare
   (a) The maximum daycare building size allowed within the Durango Farms PUD shall be 12,000 s.f. Outdoor play equipment and recreation space is allowed in fenced enclosure adjacent to daycare buildings.

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

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 Durango Farms PUD. To provide for contingencies, the Development Services 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 the PUD 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

	Single Family SF-1	Multi family MF-1	Townhome SF-2	Commercial/ retail/office/ B-1
Lot area (min)	4,000 sq. ft.(e)	20,000 sq. ft.	2,000 sq. ft.	20,000 sq. ft
Lot width at building line (min)	40 ft. (e)	100 ft.	20 ft.	100 ft.
Front yard setback	15 ft./20 ft (a)	25 ft.	15/20 ft. (a)	20 ft.
Side yard (min)	0/5 ft. (b)	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.	25 ft.	10 ft.	25 ft.
Side and rear yard for accessory building (min)	5 ft.	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)	35 ft.	3 story max	35 ft.	35 ft./60 ft. (f)
Building height, accessory (max)	15 ft.	15 ft.	15 ft.	15 ft.
Lot Coverage	(d)	80% (d)	80% (d)	95% (d)
Sidewalks (min width along local streets)	4 ft.	8 ft.	4 ft.	8 ft.

(a) Front setback may be 15 feet for alley loaded homes. Front setback shall be a minimum of 20 feet for front loaded homes.
(b) Side setback of 0 feet is allowed only for internal attached buildings with a common wall or for zero lotline single family homes.
(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) Lots less than 50 feet in width or less than 5,000 s.f. will be served by a rear alley.
(f) 60 foot height is limited to Parcel 6 of the Land Use Plan, Exhibit C

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	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	

3.1.3 Buffer yards

3.1.3.1 Landscape buffer yard shall be provided along the eastern boundary of the PUD along FM 1660.

- 20 ft. from FM 1660 right-of-way
- Landscape for the buffer yard shall be planted per the requirements of Section 3.4.2 of this PUD.

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 of this PUD for planting requirements.

3.1.4.2 Dumpster screening

Dumpster enclosures within the PUD must be located at least 25 ft. from

a 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 of this PUD 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 of this PUD 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 of this PUD 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, or provide landscape screening in compliance with the UDC.

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 Water Bodies and Retention Areas

3.2.1.1 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.

3.2.1.2 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.

3.2.2 Parking and Loading Space Bulk Standards

3.2.2.1 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.

3.2.3 Parking Requirements

3.2.3.1 Required parking spaces

Uses shall provide the amount of parking that is necessary to meet anticipated normal demand. Up to 15% of the total provided parking spaces for each individual site plan within the overall development may be Compact Parking Spaces: The minimum number of required parking spaces for a use is as follows:

Commercial use classification	Required specs (minimum)	Maximum Spaces
Multi-tenant retail buildings;	1 per 400 sq. ft. GFA	1 per 200 sq. ft. GFA
Restaurant	1 per 150 sq. ft. GFA	1 per 75 sq. ft. GFA
Retail uses including: performing art studio, bank, bakery, retail, convenience store, gas station, instructional facility, personal and business service shop, print shop, retail store	1 per 400 sq. ft. GFA	1 per 200 sq. ft. GFA
Office uses, including medical office, professional office, civic uses	1 per 400 sq. ft. GFA	1 per 200 sq. ft. GFA
Child day care facility	1 per employee + 3	1 per employee + 40
Townhouse	2 spaces	N/A
Multi Family	1 space per unit + .5 per bedroom	N/A
Single Family	2 spaces per unit	N/A

3.2.3.2 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.

3.2.3.3 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

Building design within the Durango Farms PUD shall comply with the architectural design criteria outlined in the City of Hutto Unified Development Code (UDC) in place at the time of approval of this PUD.

In addition to the requirements of the City UDC, the Owner will establish an Architectural Review Committee for the project 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, one City of Hutto staff member, 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.

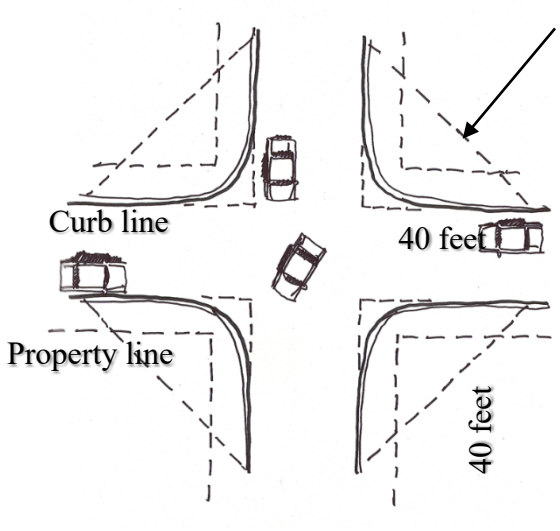
Refer to Exhibit D for Covenants, Conditions and Restrictions (CCRs) that will apply to the Durango Farms PUD.

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.



No wall, fence or structure shall be placed within the dashed area that would obstruct the view of vehicular traffic.

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 (minimum)	Native small trees (minimum)	Native shrubs (minimum)
Landscape buffer FM 1660	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 needed for utility conflict	Optional	Optional
Rear yard trees on lots wrapping the perimeter of the project.	Min. of 1 tree per lot in the back yard		
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 (*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 needed for a utility or desired view into a park 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.

Common Name	**Scientific Name**
Carolina Cherry Laurel	*Prunus caroliniana*
Chinquapin Oak	*Quercus muehlenbergii*
Texas Red Oak	*Quercus buckleyi*
Cedar Elm	*Ulmus crassifolia*
Lacebark Elm	*Ulmus parvifolia*
Live Oak	*Quercus virginiana*
Mexican Sycamore	*Platanus mexicana*

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.

3.4.5.1.1 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, including cedar privacy fencing, walls or other screening fencing within the community. 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 as defined on **Exhibit C** of the PUD.

3.4.5.1.2 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.

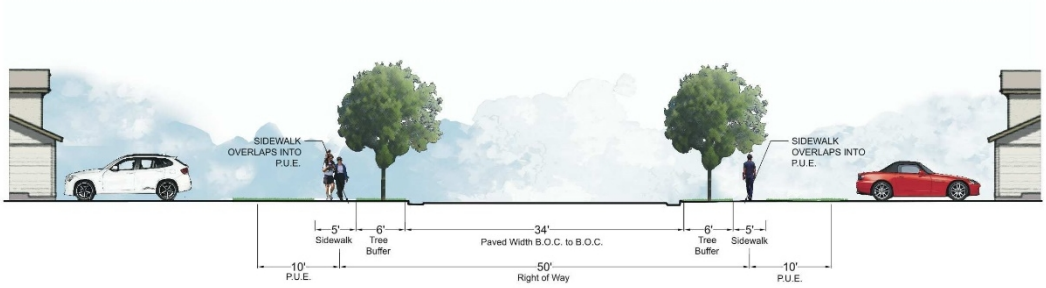
3.5 Streets

3.5.1 Street Alignment

The precise alignment of the streets included in the Plan may be varied with City approval. **Exhibit C** illustrates the primary circulation pattern and the below street designations describe the planned streets within the PUD boundary.

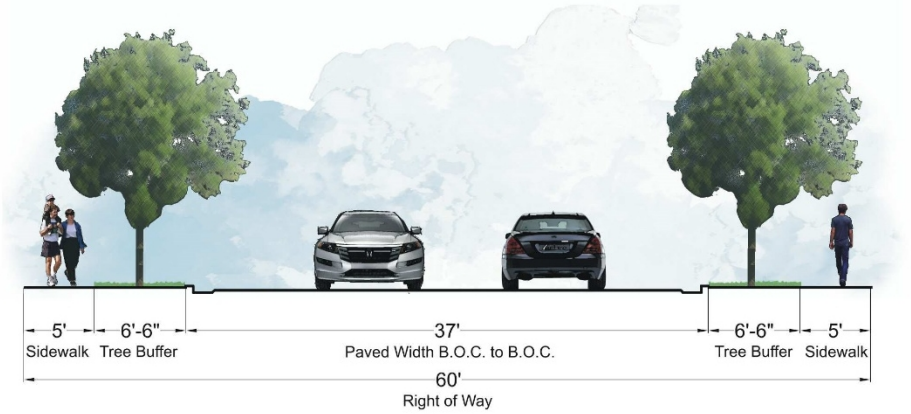
3.5.2 Street Cross Sections

Local Street: 50 foot right of way. 33 feet of pavement face of curb to face of curb. 5 foot sidewalks on each side. Sidewalks may extend into the adjacent public utility easement.



Local Street Vertical Curb

Collector Roadway: 60 foot right of way. 36 feet of pavement face of curb to face of curb. 5 foot sidewalks on each side.



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
- Alleys shall be 20 feet of right of way with 14 feet of pavement

3.5.4 Construction Traffic

In order to minimize disturbance to the Old Town District, no construction heavy truck traffic shall be allowed to access the property from the south, via East Street or Main Street. Heavy construction vehicles will be allowed to access the property from FM 1660 and Mager Lane.

3.6 Common Open Space / Parkland

3.6.1 Common Open Space

The Durango Farms PUD Parkland requirements shall be satisfied by a fee in lieu of payment for parkland contribution. The fee for parkland shall be calculated as $300 per single family unit and $175 per multi family unit.

The parkland fee in lieu calculation summary shall be provided with the preliminary plat. Payment of the parkland fee in lieu shall be provided prior to the recordation of a final plat for the number of units within said final plat.

In addition to the fee in lieu of parkland, an internal private park will be improved and will include but not be limited to the following amenities: picnic pavilion, playground, sport court, trails, open play field and off street parking.

No other fees or improvements shall be required beyond those outlined in 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). The POA will 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 Required walls

The following fence and wall types are required:

Required fence Area/purpose	Height		Acceptable types/materials
Dumpster and utility area	6 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 compacters 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)
Single Family or Multi Family lot that backs up to park or open space	6 ft.		Decorative iron fence

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.
- Ornamental street lights shall be allowed along the internal collector and local streets.
- 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 used throughout the PUD area.
- Light poles must be placed in landscape areas wherever possible.
- Light poles must not obstruct sidewalks or bicycle paths.

3.9 Project Identification Signs

Project identification signage within the PUD are identified on **Exhibit C** and shall comply with regulations outlined below. Additional signage beyond the project identification signs 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 Signs that are unique to the Durango Farms PUD 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 FM 1660 on the east	1	150 sq. ft. per sign	25 ft.	10 ft. from adjacent right of way

3.9.2 Prohibited signs

- Pole/pylon Sign. Pole or pylon Signs are not allowed in the PUD boundary.

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
- Traffic and safety control signs incorporating flashing lights (i.e. stop sign with flashing lights to improve awareness of intersections and improve safety)

3.10 Riparian Setback

Riparian setback requirements of 10.403.4.3 shall not apply to the Durango Farms PUD. All structures adjacent to the floodplain, except for drainage facilities, shall have the lowest finished floor at two feet or more above the base flood elevation (BFE) of Cottonwood Creek.

4. Exhibits

Legal Description – Exhibit B

Land Use Plan-Exhibit C

Covenants Conditions and Restrictions-Exhibit D

Exhibit B – Legal Description

Williamson County, Texas
E. Thomason Survey, Abstract No. 844
Canutillo Colony Ditch Company Survey, Abstract No. 693

10.554 Acres

"EXHIBIT __"

DESCRIPTION OF 10.554 ACRES OF LAND IN THE E. THOMASON SURVEY, ABSTRACT NO. 844, AND THE CANUTILLO COLONY DITCH COMPANY SURVEY, ABSTRACT NO. 693, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 11.10 ACRE TRACT DESIGNATED AS TRACT TWO AND DESCRIBED IN THE DEED TO JERRY E. ROZNOVAK AND WIFE, HILDA ROZNOVAK OF RECORD IN VOLUME 443, PAGE 472, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 10.554 ACRES OF LAND, AS SURVEYED BY LANDDEV CONSULTING, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½-inch iron rod with a plastic cap stamped "RJ Survey" (Grid Coordinates: N= 10,177,139.20, E= 3,174,174.80) found in the west right-of-way line of F.M. 1660, a variable-width right-of-way, in the north line of a certain called 96.99 acre tract designated as Tract One and described in said deed to Jerry E. Roznovak and wife, Hilda Roznovak of record in Volume 443, Page 472, Deed Records of Williamson County, Texas, at the easterly southeast corner of a certain called 201.06 acre tract described in the deed to Billie B. Davenport of record in Volume 1079, Page 938, Deed Records of Williamson County, Texas, same being the southwest corner of a certain called 4.758 acre tract described in the deed to the State of Texas of record in Volume 476, Page 605, Deed Records of Williamson County, Texas, and the northwest corner of a certain called 3.722 acre tract described in the deed to the State of Texas of record in Volume 476, Page 607, Deed Records of Williamson County, Texas, from which a concrete monument found in the east line of Lot 91, Block F, said Hutto Square Section 3, a subdivision according to the plat of record in Cabinet CC, Slides 138 and 139, Plat Records of Williamson County, Texas, at the northwest corner of the said 96.99 acre tract, same being a re-entrant corner of the said 201.06 acre tract bears N 82°15'43" W, a distance of 1,222.52 feet;

THENCE S 82°15'43 E, crossing the said F.M. 1660 right-of-way, a distance of 97.80 feet to a ½-inch iron rod with a plastic cap stamped "LANDDEV" set in the east right-of-way line of said F.M. 1660, in the north line of the said 11.10 acre tract, at the northeast corner of the said 3.722 acre tract and the southeast corner of a certain called 1.529 acre tract described in the deed to the State of Texas of record in Volume 476, Page 603, Deed Records of Williamson County, Texas, in the south line of a certain called 135 acre tract described in the deed to Janet Lynn Barnard, Trustee for the Janet Lynn Barnard Family 1984 Trust of record in Volume 1126, Page 800, Deed Records of Williamson County, Texas, same being the southwest corner of a certain called 65.234 acre tract conveyed to CMSAL-2 L.L.C. of record in Document No. 2011084930, Official Public Records of Williamson County, Texas, and described in Document No. 1999014821, Official Public Records of Williamson County, Texas, for the northwest corner and **POINT OF BEGINNING** of the tract described herein, from which a Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found in the east right-of-way line of said F.M. 1660, in the east line of the said 1.529 acre tract, and the west line of a certain called 28.449 acre tract described in the deed to North Town Commons, LLC of record in Document No. 2007062953, Official Public Records of Williamson County, Texas, bears N 03°15'10" W, a distance of 192.32 feet, and from which a ½-inch iron rod found bears N 02°00'51" W, a distance of 10.60 feet;

THENCE S 82°15'43" E, with the north line of the said 11.10 acre tract and the south line of the said 135 acre tract, with the south line of the said 65.234 acre tract, with the north line of the tract described herein, a distance of 498.95 feet to a ½-inch iron rod with a plastic cap stamped "LANDDEV" set for the northeast corner of the said 11.10 acre tract, at a re-entrant corner of the said 135 acre tract, in the south line of the said 65.234 acre tract, for the northeast corner of the tract described herein;

THENCE S 07°38'01" W, with the east line of the said 11.10 acre tract and the west line of the said 135 acre tract, with the east line of the tract described herein, at a distance of 9.91 feet, passing a ½-inch iron rod with a plastic cap stamped "PAPE DAWSON" found, and continuing for a total distance of 17.36 feet to a calculated point for a southeast corner of the tract described herein, from which a ½-inch iron rod found bears N 74°00'05" E, a distance of 0.23 feet;

THENCE leaving the west line of the said 135 acre tract, crossing the said 11.10 acre tract, with a south, east, and north line of the tract described herein, the following three (3) courses and distances:

1. N 82°21'59" W, a distance of 50.00 feet to a ½-inch iron rod with a plastic cap stamped "LANDDEV" set for a re-entrant corner,

2. S 07°38'01" W, a distance of 50.00 feet to a ½-inch iron rod with a plastic cap stamped "LANDDEV" set for a re-entrant corner, and

3. S 82°21'59" E, a distance of 50.00 feet to a calculated point in the east line of the said 11.10 acre tract and west line of a certain called 72.025 acre tract described in the deed to Mager Meadows, LP of record in Document No. 2004018146, Official Public Records of Williamson County, Texas, for a northeast corner of the tract described herein, from which a ½-inch iron rod found bears S 61°01'59" E, a distance of 0.33 feet;

THENCE S 07°38'01" W, with the east line of the said 11.10 acre tract and the west line of the said 72.025 acre tract, with the east line of the tract described herein, a distance of 1,292.44 feet to a ½-inch iron rod found in the north line of a certain called

9.862 acre tract described in the deed to Herbert L. Prewitt and wife, Connie E. Prewitt of record in Volume 876, Page 655, Deed Records of Williamson County, Texas, at the southwest corner of the said 72.025 acre tract and the southeast corner of the said 11.10 acre tract, for the southeast corner of the tract described herein;

THENCE N 82°26'32" W, with the south line of the said 11.10 acre tract and the north line of the said 9.862 acre tract, with the south line of the tract described herein, at a distance of 2.07 feet, passing a concrete monument found 0.12 feet north of the line, and continuing for a total distance of 285.57 feet to a 5/8-inch iron rod found in the east right-of-way line of said F.M. 1660, and the south line of the said 11.10 acre tract, at a southeast corner of the said 3.722 acre tract and the northeast corner of a certain called 0.311 acre tract described in the deed to the State of Texas of record in Volume 476, Page 612, Deed Records of Williamson County, Texas, at the northwest corner of the said 9.862 acre tract, for the southwest corner of the tract described herein;

THENCE crossing the said 11.10 acre tract, with the east right-of-way line of said F.M. 1660, with the east line of the said 3.722 acre tract, with the west line of the tract described herein, the following four (4) courses and distances:

1. N 07°21'46" E, a distance of 421.34 feet to a destroyed Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found at an angle point,
2. N 07°33'54" E, a distance of 324.41 feet to a destroyed Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found at an angle point,
3. N 13°27'20" W, a distance of 513.66 feet to a destroyed Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found at an angle point, and
4. N 03°15'10" W, a distance of 138.59 feet to the **POINT OF BEGINNING** and containing 10.554 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone, NAD83, Grid.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Ernesto Navarrete, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the parcel of land described herein is based upon a survey performed upon the ground under my direct supervision during the month of April and May, 2019.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 20th day of May 2019 A.D.

LANDDEV CONSULTING, LLC
5508 Highway 290 West, Suite 150
Austin, Texas 78735

Ernesto Navarrete
Registered Professional Land Surveyor
No. 6642 – State of Texas

"EXHIBIT __"

DESCRIPTION OF 95.047 ACRES OF LAND IN THE J. SHELTON SURVEY, ABSTRACT NO. 560, THE E. THOMASON SURVEY, ABSTRACT NO. 844, AND THE W.J. BROWN SURVEY, ABSTRACT NO. 105, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 96.99 ACRE TRACT DESIGNATED AS TRACT ONE AND DESCRIBED IN THE DEED TO JERRY E. ROZNOVAK AND WIFE, HILDA ROZNOVAK OF RECORD IN VOLUME 443, PAGE 472, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALL OF CAPITOL STREET, A 50-FOOT RIGHT-OF-WAY AS SHOWN ON THE HUTTO AND METCALFE ADDITION SUBDIVISION PLAT OF RECORD IN BOOK 66, PAGE 148, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS SHOWN ON THE REVISED MAP OF CITY OF HUTTO OF RECORD IN CABINET A, SLIDE 221, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 95.047 ACRES OF LAND, AS SURVEYED BY LANDDEV CONSULTING, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a plastic cap stamped "RJ Survey" (Grid Coordinates: N= 10,177,139.20, E= 3,174,174.80) found in the west right-of-way line of F.M. 1660, a variable-width right-of-way, in the north line of the said 96.99 acre tract, at the easterly southeast corner of a certain called 201.06 acre tract described in the deed to Billie B. Davenport of record in Volume 1079, Page 938, Deed Records of Williamson County, Texas, same being the southwest corner of a certain called 4.758 acre tract described in the deed to the State of Texas of record in Volume 476, Page 605, Deed Records of Williamson County, Texas, same being the northwest corner of a certain called 3.722 acre tract described in the deed to the State of Texas of record in Volume 476, Page 607, Deed Records of Williamson County, Texas, for the northeast corner and **POINT OF BEGINNING** of the tract described herein;

THENCE leaving the easterly southeast corner of the said 201.06 acre tract, crossing the said 96.99 acre tract, with the west right-of-way line of said F.M. 1660, and the west line of the said 3.722 acre tract, with the east line of the tract described herein, the following five (5) courses and distances:

1. with the arc of a curve to the left, having a radius of 1,186.28 feet, an arc distance of 167.73 feet, and a chord which bears S 05°38'19" E, a distance of 167.59 feet to a calculated point-of-tangency, from which a destroyed Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found bears S 84°08'53" W, a distance of 0.45 feet,

2. S 09°45'32" E, a distance of 467.63 feet to a Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found at a point-of-curvature,

3. with the arc of a curve to the right, having a radius of 1,106.28 feet, an arc distance of 335.98 feet, and a chord which bears S 01°06'29" E, a distance of 334.69 feet to a Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found at a point-of-tangency,

4. S 07°51'42" W, a distance of 790.50 feet to a 3/4-inch iron rod found at an angle point, and

5. S 07°39'43" W, a distance of 421.01 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found in the west line of the said 3.722 acre tract, in the north line of a certain called 0.51 acre tract described in the deed to Nadine Carole Johnson and Dennis Johnson of record in Document No. 2006083936, Official Public Records of Williamson County, Texas, for a southeast corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "RPLS 1433" found in the west right-of-way line of said F.M. 1660 at the northeast corner of the said 0.51 acre tract bears S 82°31'24" E, a distance of 21.83 feet;

THENCE N 82°16'34" W, leaving the west right-of-way line of said F.M. 1660, and the west line of the said 3.722 acre tract, crossing the said 96.99 acre tract, with the north line of the said 0.51 acre tract, and with a south line of the tract described herein, a distance of 179.38 feet to a 1/2-inch iron rod with a plastic cap stamped "RJ Survey" found at the northwest corner of the said 0.51 acre tract, for a re-entrant corner of the tract described herein;

THENCE S 07°29'25" W, continuing across the said 96.99 acre tract, with the west line of the said 0.51 acre tract, with the east line of the tract described herein, a distance of 114.42 feet to a ½-inch iron rod with a plastic cap stamped "RPLS 1433" found at a re-entrant corner of the said 96.99 acre tract, at the southwest corner of the said 0.51 acre tract, same being the northwest corner of a certain called 4/5ths of an acre described in the special warranty deed with life estate to Robert W. Kaderka and wife, Bonnie Kaderka of record in Document No. 2015074295, Official Public Records of Williamson County, Texas, for an angle point in the east line of the tract described herein;

THENCE S 07°42'22" W, with the east line of the said 96.99 acre tract, with the west line of the said 4/5ths of an acre tract, and with the west line of a certain called 0.51 acre tract described in the deed to Bruce Craig Cunningham of record in Volume 1954,

Page 227, Official Public Records of Williamson County, Texas, with the east line of the tract described herein, a distance of 180.55 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found at an angle point;

THENCE S 06°40'19" W, with the east line of the said 96.99 acre tract, with the west line of the said 0.51 acre tract, and with the west line of a certain called 0.484 acre tract described in the deed to Marla Dawn Burns of record in Document No. 9722814, Official Public Records of Williamson County, Texas, with the east line of the tract described herein, a distance of 200.68 feet to a ½-inch iron rod found in the north line of a certain called 0.480 acre tract described in the deed to John A. Drummond, Sr. of record in Document No. 9662944, Official Public Records of Williamson County, Texas, at the southwest corner of the said 0.484 acre tract, same being a southeast corner of the said 96.99 acre tract, for a southeast corner of the tract described herein;

THENCE N 81°53'59" W, with the north line of the said 0.480 acre tract and a south line of the said 96.99 acre tract, with a south line of the tract described herein, a distance of 10.57 feet to a fence corner post found at a re-entrant corner;

THENCE S 08°03'45" W, with the west line of the said 0.480 acre tract and the west line of a certain called 0.59 acre tract described in the deed to Jonathan M. Wagner and Marci H. Wagner of record in Document No. 2016117309, Official Public Records of Williamson County, Texas, with the east line of the said 96.99 acre tract, with the east line of the tract described herein, a distance of 223.01 feet to a concrete monument found in the north line of a certain called 2.47 acre tract described in the deed to Charles E. Holland and Deborah D. Holland of record in Volume 868, Page 561, Deed Records of Williamson County, Texas, at the southwest corner of the said 0.59 acre tract, same being a southeast corner of the said 96.99 acre tract, for a southeast corner of the tract described herein;

THENCE N 82°23'05" W, with the north line of the said 2.47 acre tract, with a south line of the said 96.99 acre tract, with a south line of the tract described herein, a distance of 242.61 feet to a 3/8-inch iron rod found at the northwest corner of the said 2.47 acre tract, at the northeast corner of Block 4, said Hutto and Metcalfe Addition, for a re-entrant corner of the tract described herein;

THENCE S 07°38'01" W, with the west line of the said 2.47 acre tract and an east line of the said 96.99 acre tract, with the east line of said Block 4 and Block 3, said Hutto and Metcalfe Addition, with an east line of the tract described herein, a distance of 298.64 feet to a ½-inch iron rod found in the east line of said Block 3, Hutto and Metcalfe Addition, and the northeast corner of a certain called 0.659 acre tract described in the deed to Dennis O. Johnson and Nadine C. Johnson of record in Document No. 2001074832, Official Public Records of Williamson County, Texas, for the southerly southeast corner of the tract described herein;

THENCE S 77°34'56" W, crossing the said 96.99 acre tract, with the north line of the said 0.659 acre tract, with the south line of the tract described herein, a distance of 253.79 feet to a ¾-inch iron rod found at the northwest corner of the said 0.659 acre tract, and the northeast corner of Lot 3, Block 2, said Hutto and Metcalfe Addition, for an angle point in the south line of the tract described herein,

THENCE S 77°37'39" W, continuing across the said 96.99 acre tract, with the north line of said Lot 3, Block 2, Hutto and Metcalfe Addition, with the south line of the tract described herein, a distance of 91.78 feet to a concrete monument found in a west line of the said 96.99 acre tract, at the intersection of the south line of an alley and the east right-of-way line of East Street, a 60-foot right-of-way, as shown on the said Hutto and Metcalfe Addition subdivision plat, at the northwest corner of said Lot 3, Block 2, Hutto and Metcalfe Addition, for the southerly southwest corner of the tract described herein;

THENCE N 12°28'30" W, with the east right-of-way line of said East Street, the west line of the said 96.99 acre tract, with the west line of Lot 6, Block 2, and the west line of Block 5, said Hutto and Metcalfe Addition, with a west line of the tract described herein, a distance of 439.34 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found at the northeast terminus of said East Street, at the northwest corner of Block 5, said Hutto and Metcalfe Addition, for an angle point in the south line of the tract described herein;

THENCE N 82°21'12" W, with the south line of the said 96.99 acre tract, with the north terminus of said East Street, with the south line of the tract described herein, a distance of 63.90 feet to a calculated point for the northwest terminus of said East Street and the northeast corner of Lot 5, Block 8, said Hutto and Metcalfe Addition, from which a ¾-inch iron pipe found bears N 63°55'34" W, a distance of 0.36 feet;

THENCE N 82°21'12" W, continuing with the south line of the said 96.99 acre tract and the north line of said Lot 5, Bock 8, Hutto and Metcalfe Addition, with the south line of the tract described herein, a distance of 16.46 feet to a calculated point for the southeast terminus of Capitol Street, a 50-foot right-of-way, as shown on the said Hutto and Metcalfe Addition subdivision plat, for an angle point in the south line of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "RJ Survey" found in the south line of the said 96.99 acre tract at the northeast terminus of said Capitol Street and the east corner of Block 9, said Hutto and Metcalfe Addition, bears N 82°21'12" W, a distance of 139.80 feet;

THENCE S 76°41'29" W, leaving the south line of the said 96.99 acre tract, with the north line of Lots 5-6, Block 8 and Lots 4 and 2, Block 12, said Hutto and Metcalfe Addition, with the south right-of-way line of said Capitol Street, a distance of 500.29 feet to a calculated point in the east line of Lot 4, Block F, Hutto Square Section 1, a subdivision according to the plat of record in Cabinet W, Slides 263-267, Plat Records of Williamson County, Texas, at the northwest corner of said Lot 2, Block 12, and the southwest terminus of said Capitol Street, same being the northwest corner of a certain tract of land designated as Second Tract and conveyed in the warranty deed to Curtis L. Peterson of record in Volume 535, Page 51, Deed Records of Williamson County, Texas, for the westerly southwest corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "RJ Surveying" found in the west line of said Lot 2, Block 12, Hutto and Metcalfe Addition, at the southeast corner of said Lot 4, Block F, Hutto Square Section 1, and the northeast corner of Lot 3, Block F, said Hutto Square Section 1, bears S 07°42'05" W, a distance of 85.29 feet;

THENCE N 07°42'05" E, with the west terminus of said Capitol Street and the east line of said Lot 4, Block F, Hutto Square Section 1, with the west line of the tract described herein, a distance of 53.56 feet to a ½-inch iron rod with a plastic cap stamped "RJ Surveying" found at the northwest terminus of said Capitol Street, being a southwest corner of the said 96.99 acre tract, for a point-on-line in the west line of the tract described herein, from which said ½-inch iron rod with a plastic cap stamped "RJ Survey" found in the south line of the said 96.99 acre tract at the northeast terminus of said Capitol Street and the east corner of said Block 9, Hutto and Metcalfe Addition, bears N 76°41'29" E, a distance of 350.53 feet;

THENCE with the west line of the said 96.99 acre tract, the east line of said Hutto Square Section 1, the east line of Hutto Square Section 2, a subdivision according to the plat of record in Cabinet Y, Slides 154-157, Plat Records of Williamson County, Texas, and with the east line of Hutto Square Section 3, a subdivision according to the plat of record in Cabinet CC, Slides 138-139, Plat Records of Williamson County, Texas, with the west line of the tract described herein, the following four (4) courses and distances:

1. N 07°40'21" E, a distance of 55.89 feet to a ½-inch iron rod with a plastic cap stamped "4391" found at the north corner of Lot 4, the east corner of Lot 5, southeast corner of Lot 39, and the south corner of Lot 40, Block F, said Hutto Square Section 1, for an angle point of the tract described herein,

2. N 07°38'18" E, a distance of 655.93 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found in the east line of Lot 48, Block F, said Hutto Square Section 2, for an angle point of the tract described herein,

3. N 07°46'41" E, a distance of 230.55 feet to a ½-inch iron rod with a plastic cap stamped "RPLS 4391" found at the northeast corner of Lot 51 and the southeast corner of Lot 52, Block F, said Hutto Square Section 2, for an angle point of the tract described herein, and

4. N 07°46'30" E, a distance of 2,059.60 feet to a concrete monument found in the east line of Lot 91, Block F, said Hutto Square Section 3, at the northwest corner of the said 96.99 acre tract, same being a re-entrant corner of the said 201.06 acre tract, for the northwest corner of the tract described herein;

THENCE S 82°15'43" E, with the north line of the said 96.99 acre tract and a south line of the said 201.06 acre tract, with the north line of the tract described herein, a distance of 1,222.52 feet to the **POINT OF BEGINNING** and containing 95.047 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone, NAD83, Grid.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

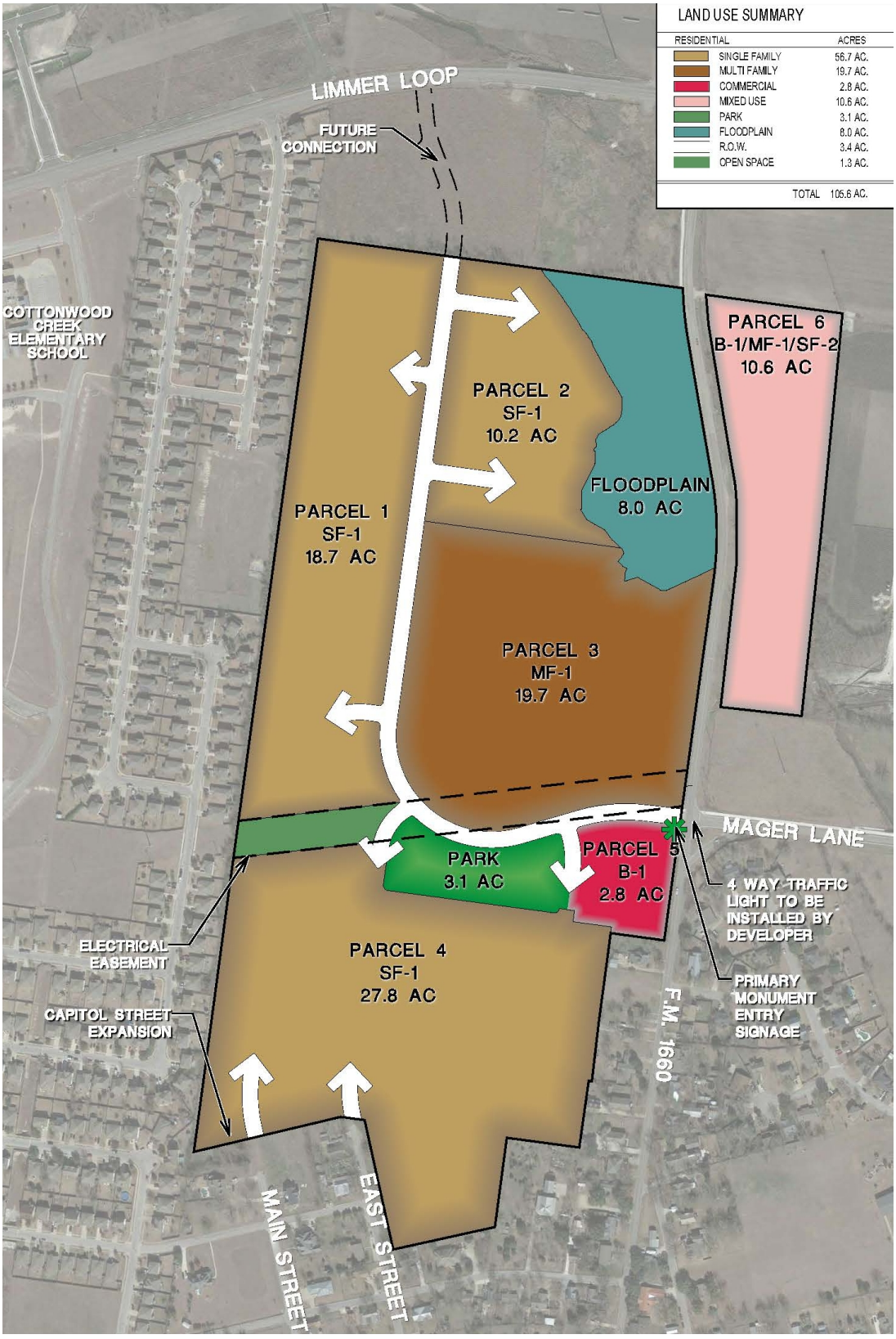
That I, Ernesto Navarrete, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the parcel of land described herein is based upon a survey performed upon the ground under my direct supervision during the months of April and May, 2019.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 30th day of May 2019 A.D.

LANDDEV CONSULTING, LLC
5508 Highway 290 West, Suite 150
Austin, Texas 78735

Ernesto Navarrete
Registered Professional Land Surveyor
No. 6642 – State of Texas

Exhibit C – Land Use Plan



PROPERTY OWNER NOTICE OF TWO PUBLIC HEARINGS
TO BE HELD AT THE

PLANNING & ZONING COMMISSION ON:	**DECEMBER 5, 2023**
CITY COUNCIL ON:	**DECEMBER 7, 2023**
MEETING LOCATION:	**500 W. Live Oak Street – City Hall**
MEETING TIMES:	**7:00 PM**

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 proposed Planned Unit Development (PUD) zoning ordinance request for the property to be known as **Durango Farms Planned Unit Development (PUD) Amendment #2**, 105.6 acres, more or less, of land, located on FM 1660 North and Mager Lane. The change will modify the riparian setback language in the PUD.

As one of the owners of property located within 600 feet of the subject property, 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.huttotx.gov/residents/services/planning_and_zoning_commission_agendas_and_minutes.php or for the City Council agenda/packet information at least 72-hours before the meeting date here: http://www.huttotx.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@huttotx.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@huttotx.gov.

==========

SURROUNDING PROPERTY OWNER'S RESPONSE

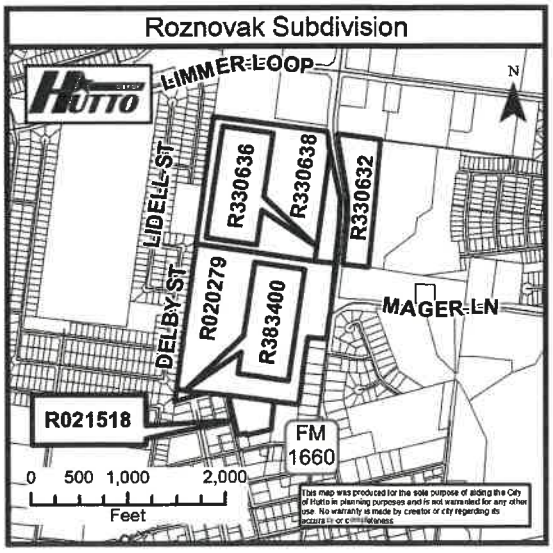
Project Name: Planned Unit Development (PUD) zoning ordinance request for the property to be known as **Durango Farms Planned Unit Development (PUD) Amendment #2**, 105.6 acres, more or less, of land, located on FM 1660 North and Mager Lane.

Name: Pamela J. Wolfe Larry W. Wolfe

Address: 302 W. Metcalfe St., Hutto 78634

☑ **I AM IN FAVOR**

☐ **I OBJECT**



Write comments below, attach additional pages if needed.

SITE LOCATION MAP

PROPERTY OWNER NOTICE OF TWO PUBLIC HEARINGS
TO BE HELD AT THE
PLANNING & ZONING COMMISSION ON: **DECEMBER 5, 2023**
CITY COUNCIL ON: **DECEMBER 7, 2023**
MEETING LOCATION: **500 W. Live Oak Street – City Hall**
MEETING TIMES: **7:00 PM**

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 proposed Planned Unit Development (PUD) zoning ordinance request for the property to be known as **Durango Farms Planned Unit Development (PUD) Amendment #2**, 105.6 acres, more or less, of land, located on FM 1660 North and Mager Lane. The change will modify the riparian setback language in the PUD.

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For additional information you may contact the Development Services-Planning staff at (512) 759-3479 or planning@huttotx.gov.

==========

SURROUNDING PROPERTY OWNER'S RESPONSE

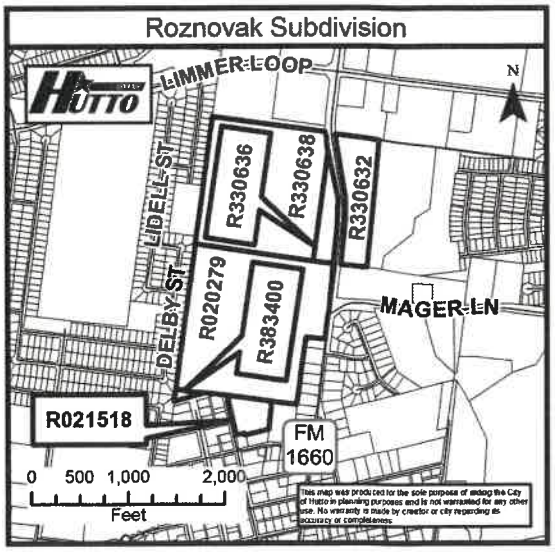
Project Name: Planned Unit Development (PUD) zoning ordinance request for the property to be known as **Durango Farms Planned Unit Development (PUD) Amendment #2**, 105.6 acres, more or less, of land, located on FM 1660 North and Mager Lane.

Name: TOBYN P. DONALDSON

Address: 108 AUSTIN ST. HUTTO, TX 78634

☐ **I AM IN FAVOR**

☒ **I OBJECT**



SITE LOCATION MAP

Write comments below, attach additional pages if needed.

From: Charmaine lloyd
To: Planning
Subject: Response
Date: Thursday, November 30, 2023 6:58:58 PM

Durango Farms PUD Amendment #2
105.6 acres
FM 1660 North & Mager Lane
Public hearing date: December 5, 2023

I **OBJECT**

Charmaine D. Lloyd
208 Rochester Lane
Hutto, TX 78634

Thank you,

Sent from AT&T Yahoo Mail for iPhone

This email has been scanned for spam and viruses by Proofpoint Essentials. Click here to report this email as spam.

ORDINANCE NO. O-2023-082

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE DURANGO PLANNED UNIT DEVELOPMENT (PUD) ZONING ORDINANCE ADOPTED IN ORDINANCE NO. 19-09-19-10G AND AMENDED IN ORDINANCE O-2021-042, BY REPLACING THE DEVELOPMENT PLAN WITH THE REVISED PLAN ATTACHED AS EXHIBIT "B" AND ATTACHED HERETO, FOR 105.2 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 Durango Planned Unit Development (PUD) to increase the allowable daycare use size and associated parking maximums 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 5th day of December 5, 2023 and;

WHEREAS, on the 7th day of December 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 Durango (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 and **APPROVED** on first reading on this the **7th** day of **December 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 **14th** day of **December 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

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, December 7, 2023
Department:	City Secretary /
Staff Contact:	

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

None

AGENDA ITEM REPORT
11.1.

To:	City Council
Subject:	Consideration and possible action on Ordinance No. O-2023-078 approving a Project and Financing plan for Hutto Megasite Tax Increment Reinvestment Zone Number Three, City of Hutto, Texas, established pursuant to Chapter 311 of the Texas Tax Code (Cheney Gamboa)
Meeting:	Thursday, December 7, 2023
Department:	Economic Development /
Staff Contact:	Cheney Gamboa

BACKGROUND INFORMATION:

On 11/16/2023 the TIRZ 3 Board met and approved the Project & Financing Plan via unanimous vote, recommending it to City Council for approval. This is the final approval required to formalize TIRZ 3 and be able to implement the Project & Financing Plan (per Texas Tax Code section 311.011).

SUMMARY OF REQUEST:

Staff requests that City Council approve as presented.

STAFF REVIEW:

FISCAL NOTES:

This action moves the TIRZ #3 forward by allowing the baseline to be established so the increments can be calculated for future periods.

ATTACHMENTS:

1. Hutto TIRZ 3 Ord Approving Project and Financing Plan-O-2023-078
2. Tex. Tax Code § 311.011
3. Draft Hutto Megasite Prelim TIRZ Plan TIRZ 102822 V2

ORDINANCE NO. O-2023-078

AN ORDINANCE OF THE CITY COUNCIL OF HUTTO, TEXAS, APPROVING A PROJECT AND FINANCING PLAN FOR HUTTO MEGASITE TAX INCREMENT REINVESTMENT ZONE NUMBER THREE, CITY OF HUTTO, TEXAS, ESTABLISHED PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE; PROVIDING A SEVERABILITY CLAUSE; FINDING AND DETERMINING THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 17, 2022, the City Council of the City of Hutto, Texas ("City"), pursuant to Chapter 311 of the Texas Tax Code ("Act"), approved Ordinance No. O-2022-054 designating a noncontiguous geographic area within the City as a Reinvestment Zone Number Three, ("TIRZ 3") of the City of Hutto, Texas; and

WHEREAS, pursuant to and as required by the Act, the City previously prepared a Preliminary Project Plan and Financing Plan for Reinvestment Zone Number Three, City of Hutto, for the proposed tax increment reinvestment zone containing the real property within the Zone; and

WHEREAS, the City Council held a public hearing on the approval of the Preliminary Project Plan and Financing Plan for TIRZ 3, of the City of Hutto (the "Plan") and the notice of said public hearing was published in a newspaper having general circulation in the City on November 9, 2022, which date is before the seventh (7th) day before the public hearing held on November 17, 2022; and

WHEREAS, at the public hearing on November 17, 2022, interested persons were allowed to speak for or against the Plan and the public hearing was held in full accordance with Section 311.003(c) of the Act; and

WHEREAS, evidence was received and presented at the public hearing on November 17, 2022, and in favor of the Plan; and

WHEREAS, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on November 17, 2022; and

WHEREAS, on November 16, 2023, pursuant to Section 311.011(a) of the Act, the Board of Directors of for Reinvestment Zone Number Three approved a Project Plan and Financing Plan for TIRZ 3 of the City of Hutto, Texas; and

WHEREAS, the City Council desires to approve the Plan by this Ordinance.

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

Section 1. Recitals Incorporated by Reference: The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

Section 2. Findings: That the City Council hereby makes the following findings of fact:

(a) That the Plan includes all information required by Sections 311.011(b) and (c) of the Act.
(b) That the Plan is feasible and conforms to the City's master plan.

Section 3. **Approval of Plan**. The Board of Directors of Reinvestment Zone Number Three have prepared and adopted the Project Plan and Financing Plan and have submitted it to the City Council with a recommendation of approval. The City Council hereby approves the Project Plan and Financing Plan based on the findings set forth in Section 2 of this Ordinance, the City Council hereby approves the Plan, attached hereto as Exhibit "A."

Section 4. Severability Clause. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

Section 5. **Proper Notice & Meeting**. It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 6. 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 7. **Effective date**. This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by the laws of the State of Texas and the Hutto City Charter.

READ and **APPROVED** on the first reading this the **7th** day of **December 2023.**

THE CITY OF HUTTO, TEXAS

By:_____
Mike Snyder, Mayor

ATTEST:

By:_____
Angela Lewis, City Secretary

Section 311.011 - Project and Financing Plans

(a) The board of directors of a reinvestment zone shall prepare and adopt a project plan and a reinvestment zone financing plan for the zone and submit the plans to the governing body of the municipality or county that designated the zone.

(b) The project plan must include:

(1) a description and map showing existing uses and conditions of real property in the zone and proposed uses of that property;

(2) proposed changes of zoning ordinances, the master plan of the municipality, building codes, other municipal ordinances, and subdivision rules and regulations, if any, of the county, if applicable;

(3) a list of estimated nonproject costs; and

(4) a statement of a method of relocating persons to be displaced, if any, as a result of implementing the plan.

(c) The reinvestment zone financing plan must include:

(1) a detailed list describing the estimated project costs of the zone, including administrative expenses;

(2) a statement listing the proposed kind, number, and location of all public works or public improvements to be financed by the zone;

(3) a finding that the plan is economically feasible and an economic feasibility study;

(4) the estimated amount of bonded indebtedness to be incurred;

(5) the estimated time when related costs or monetary obligations are to be incurred;

(6) a description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay project costs, including the percentage of tax increment to be derived from the property taxes of each taxing unit anticipated to contribute tax increment to the zone that levies taxes on real property in the zone;

(7) the current total appraised value of taxable real property in the zone;

(8) the estimated captured appraised value of the zone during each year of its existence; and

(9) the duration of the zone.

(d) The governing body of the municipality or county that designated the zone must approve a project plan or reinvestment zone financing plan after its adoption by the board. The approval must be by ordinance, in the case of a municipality, or by order, in the case of a county, that finds that the plan is feasible.

(e) The board of directors of the zone at any time may adopt an amendment to the project plan consistent with the requirements and limitations of this chapter. The amendment takes effect on approval by the governing body of the municipality or county that created the zone. That approval must be by ordinance, in the case of a municipality, or by order, in the case of a county. If an amendment reduces or increases the geographic area of the zone, increases the amount of bonded indebtedness to be incurred, increases or decreases the percentage of a tax increment to be contributed by a taxing unit, increases the total estimated project costs, or designates additional property in the zone to be acquired by the municipality or county, the approval must be by ordinance or order, as applicable, adopted after a public hearing that satisfies the procedural requirements of Sections 311.003(c) and (d).

(f) In a zone designated under Section 311.005(a)(4) that is located in a county with a population of 3.3 million or more, the project plan must provide that at least one-third of the tax increment of the zone be used to provide affordable housing during the term of the zone.
(g) A school district that participates in a zone is not required to increase the percentage or amount of the tax increment to be contributed by the school district because of an amendment to the project plan or reinvestment zone financing plan for the zone unless the governing body of the school district by official action approves the amendment.
(h) Unless specifically provided otherwise in the plan, all amounts contained in the project plan or reinvestment zone financing plan, including amounts of expenditures relating to project costs and amounts relating to participation by taxing units, are considered estimates and do not act as a limitation on the described items, but the amounts contained in the project plan or reinvestment zone financing plan may not vary materially from the estimates. This subsection may not be construed to increase the amount of any reduction under Section 403.302(d)(4), Government Code, in the total taxable value of the property in a school district that participates in the zone as computed under Section 403.302(d) of that code.

Hutto Megasite Tax Increment Reinvestment Zone
Preliminary Project & Financing Plan

City of Hutto, Texas

October 28, 2022

Prepared by

TXP, Inc.
1310 South 1st Street, Suite 105
Austin, Texas 78704
(512) 328-8300 phone
www.txp.com

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Section 1 – Project Plan

Overview

The City of Hutto, Texas is considering implementing a tax increment reinvestment zone (TIRZ) to fund a portion of the infrastructure and development costs associated with industrial, manufacturing, datacenter, and warehouse projects at the Megasite. The proposed new zone would be named TIRZ #3 – Megasite (TIRZ 3).

This document is designed to meet the legal requirements of designating a TIRZ. The statutes governing tax increment financing are in Chapter 311 of the State of Texas Tax Code. This preliminary feasibility study and project plan is required by state law.

Existing Tax Increment Financing Districts in the City of Hutto

There are two existing TIRZs in Hutto. According to state law, cities with less than 100,000 residents may not create a new TIRZ if the total appraised value of taxable real property in the proposed reinvestment zone and in the existing reinvestment zones would exceed 50.0 percent of the total appraised value of taxable real property within the city and its industrial districts. In addition, a TIRZ may not be created if more than 30.0 percent of the property in the proposed new TIRZ (excluding publicly-owned property) is used for residential purposes at the time of designation. The proposed TIRZ 3 complies with these state rules.

Description of the Tax Increment Reinvestment Zone 3

The proposed TIRZ 3 will cover approximately 1,537.4 acres (including roads and right of way). The 2022 baseline taxable property value of the TIRZ is approximately $1.6 million. See the appendix for the list of properties within the TIRZ. Note, some properties are within Hutto's ETJ but not within the city limits. These parcels can be included in the TIRZ, but they will not pay property tax revenue until annexed by the city.

Table 1: Existing Land Use of Proposed TIRZ 3 (2022)

Land Use	Est. Parcel Count	Acreage	City of Hutto Taxable Value	Williamson County Taxable Value
Single Family Res	1	0.9	$0	$241,211
Mobile Home with Land	1	0.7	$0	$0
Vacant Farmland	13	584.3	$0	$220,871
Farm & Ranch Improvements	6	411.6	$0	$1,172,792
Totally Exempt Property	10	452.5	$0	$0
Total	31	1,449.9	$0	$1,634,874

Source: Williamson Central Appraisal District; TXP, Inc.

Figure 1: Proposed TIRZ 3 Geographic Boundary

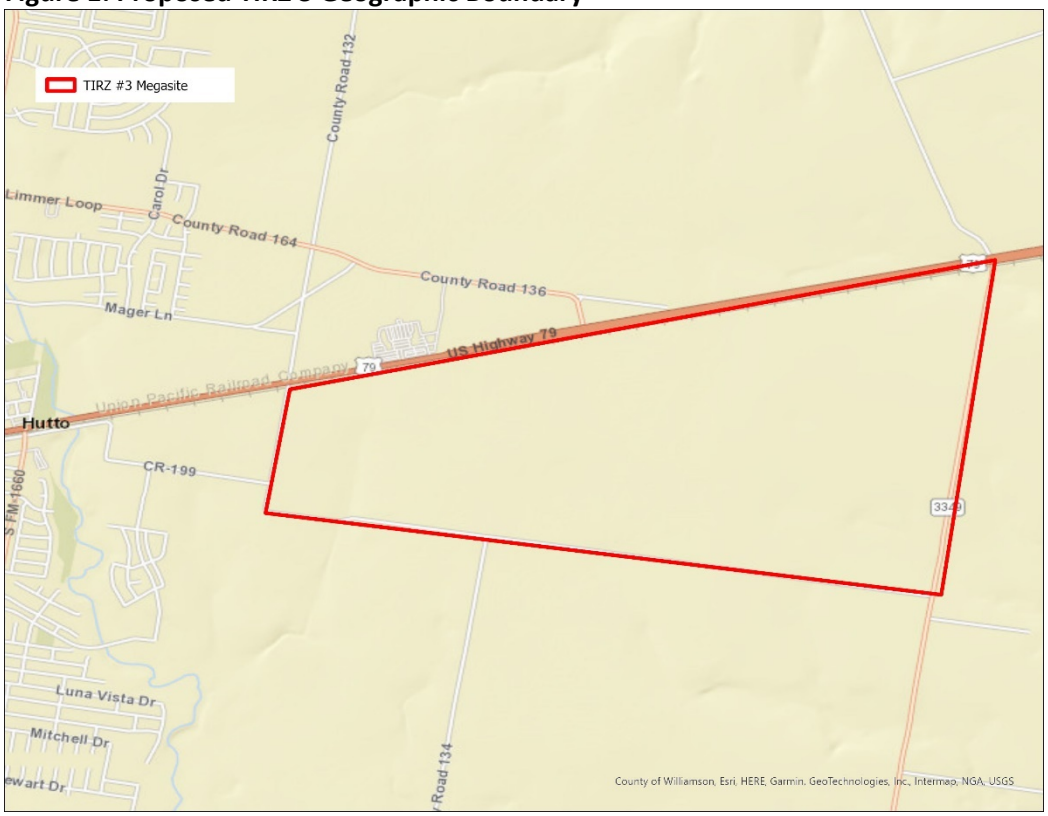


Figure 2: Existing Land Use within the Proposed TIRZ 3

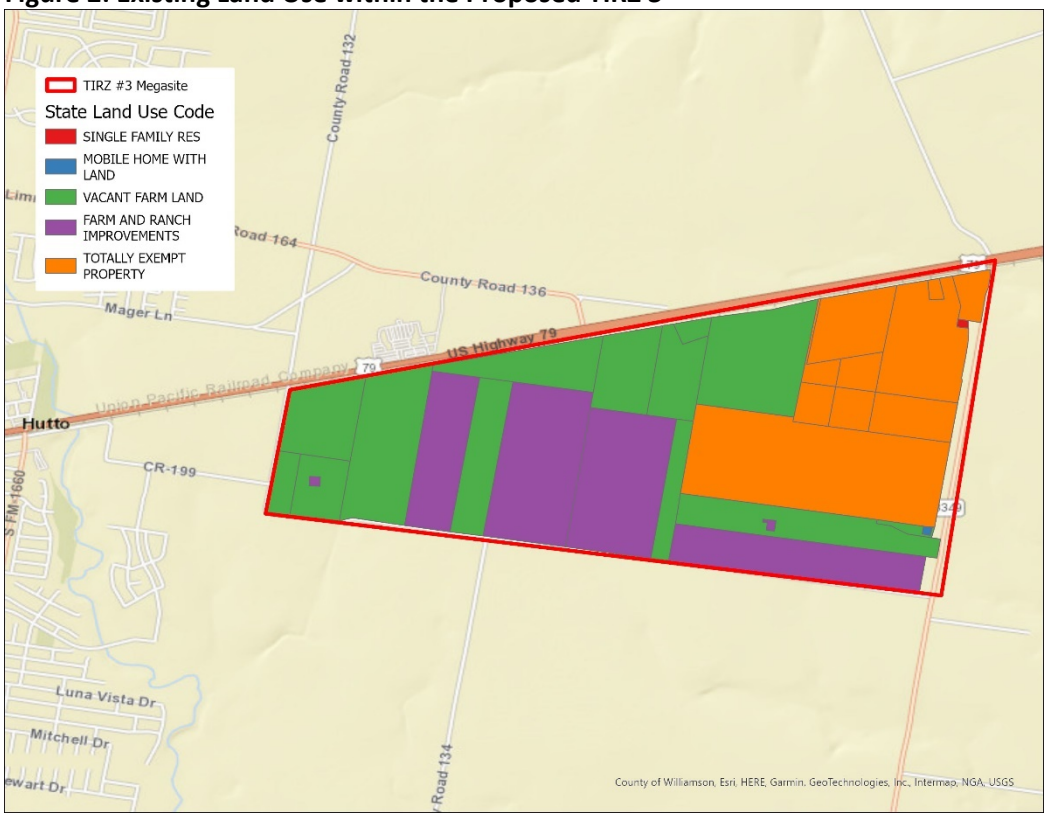
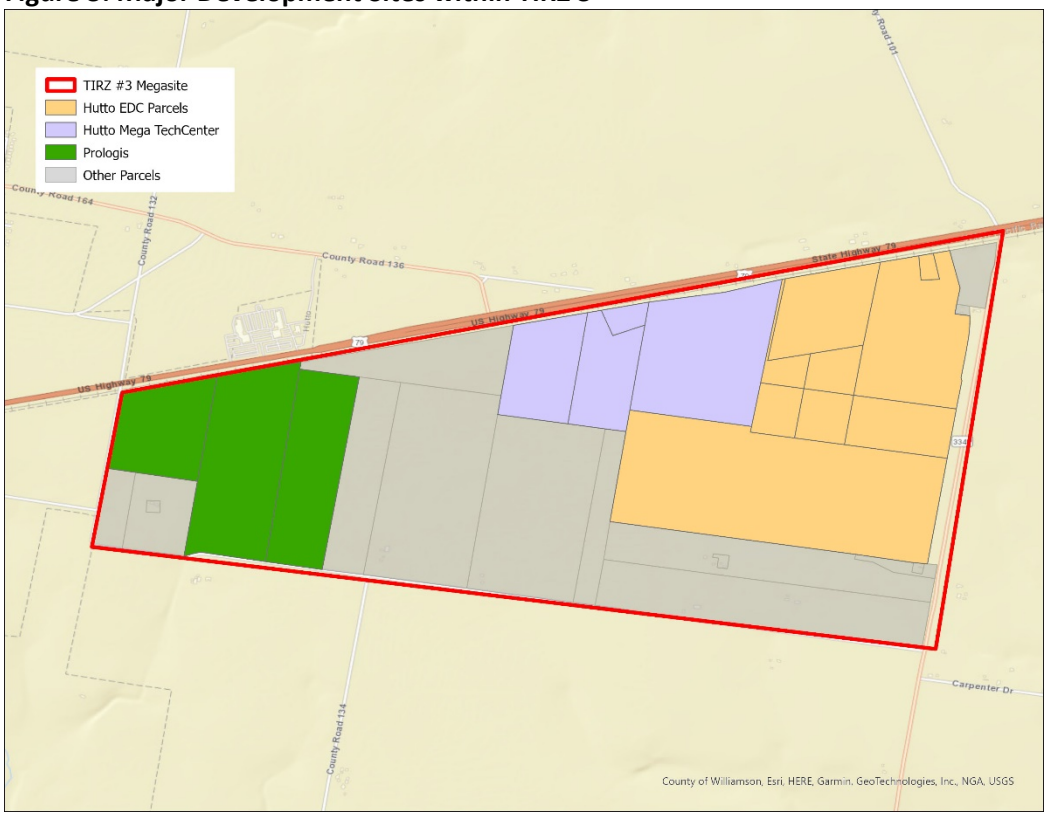


Figure 3: Major Development Sites within TIRZ 3



Existing Zoning and Land Use Guidelines Applicable to TIRZ 3

Existing Hutto land use, zoning guidelines, and policies would apply to all properties.

Taxing Jurisdictions Applicable to TIRZ

The proposed TIRZ 3 is located within the following taxing jurisdictions:

- City of Hutto
- Williamson County and Williamson County CO FM/RD
- Williamson County ESD #3
- EWC Higher Ed Center
- Hutto ISD
- Lower Brushy Creek WC&ID

Proposed Changes in Master Plans, Zoning Ordinances, and Building Codes

There are no anticipated changes to the master development and zoning ordinances.

Relocation of Displaced Persons

This plan currently does not call for nor anticipate the displacement and relocation of persons for the proposed projects.

Section 2 – Project Plan Improvements

TIRZ 3 will provide support for catalytic infrastructure and economic development projects that will facilitate the development of properties within the Megasite area of Hutto.

Public infrastructure investments are required to redevelop this area (ex. sewer and water). This is the priority of TIRZ 3. Additional infrastructure and enhancement projects are included in the project plan if the resources are available. In addition, other projects might be added to the list as future development projects and related opportunities present themselves. The anticipated project costs are divided into five major categories.

Eligible Project Costs

1. Parks & Streetscape Enhancements
This category includes gateway features, linear parks, corridor landscaping, public plazas, etc.

2. Infrastructure Improvements
This category includes water, sanitary sewer and storm water improvements, roadway and street intersection enhancements, public transportation, relocation of aboveground utilities, public sidewalks, public buildings, etc.

3. Economic Development Grants
It is anticipated that economic development loans or grants might be made to assist in creating the tax base that facilitates implementing the project plan. The City, with advisement from the TIRZ Board shall have the authority to establish and administer economic development programs, including but not limited to grants and loans, authorized under Chapter 380 of the Texas Local Government Code. Should such loans or grants be made, it will be done with the intent to fulfill the public purposes of developing and diversifying the economy, eliminating unemployment or underemployment, and developing or expanding transportation, business, and commercial activity in the TIRZ.

4. Non-Project Costs
Non-project costs are not anticipated at this time.

5. Administration & Implementation
Administration costs, including reasonable charges for time spent by City of Hutto employees, will be eligible for reimbursement as project costs.

Section 3 – Financing Plan

Tax increment financing is a tool used by local governments to publicly finance needed infrastructure and other improvements within a defined area. These improvements are usually undertaken to promote the viability of existing businesses and to attract new commercial enterprises to the area. The statutes governing tax increment financing are located in Chapter 311 of the State of Texas Tax Code.

The costs of improvements in the defined zone are repaid by the contribution of future property tax revenues by each taxing unit that levies taxes against the property. Specifically, each taxing unit can choose to dedicate all, a portion, or none of the tax revenue that is attributable to the increase in property values due to the improvements within the reinvestment zone. The additional tax revenue that is received from the affected properties is referred to as the tax increment. Each taxing unit determines what percentage of its tax increment, if any, it will commit to repayment of the cost of financing the public improvements.

Compliance & Reporting

The TIRZ Board policies shall comply with all federal, state, and local laws, rules and regulations. The TIRZ Board will submit project status reports and financial reports as required by state law.

Public Sector Entities Participating in TIRZ 3

All project costs will be paid through the contribution of incremental property taxes collections. This preliminary plan assumes that the City of Hutto and Williamson County will contribute a portion of their total tax rate (maintenance and operations (M&O) and interest and sinking (I&S) ad valorem tax rate for 25 years.

Table 2: Taxing Jurisdictions within TIRZ 3

Entity	Property Tax Rate per $100 (2022)
City of Hutto	$0.421980
Williamson County Total	$0.375608
Williamson County	$0.338116
Williamson County FM/RD	$0.037492

Source: TXP, Inc.

Financial Forecast Assumptions

- **TIRZ Duration** – The TIRZ will have a 25-year lifespan.
- **TIRZ Allocation** – The City of Hutto and Williamson County will each contribute 50 percent of their total incremental tax collections.
- **Tax Rate** – While tax rates do change over time, the 2022 tax rates were held constant for the duration of the TIRZ.
- **Existing Properties** – The 2022 baseline property value of the TIRZ is approximately $1.6 million but varies slightly by taxing jurisdiction based on exemptions offered.
- **Real Property** – Only taxable real property values are included in the tax increment calculations. By law, business personal property values are excluded from TIRZ.
- **ETJ Properties** – Properties in the ETJ will be offered a development agreement pursuant to Texas Local Government Code Section 212.172 for annexation and development of the property so that City property taxes can contribute to the zone. All Williamson County properties within the TIRZ boundary are included in this TIRZ.
- **Future Development Patterns** – To provide an order of magnitude estimate, TXP has projected the build out of the TIRZ based on the preliminary plans for the Megasite. Specifically, this forecast incorporates preliminary masterplans developed by Prologis and Hutto Mega TechCenter. Development for the Hutto EDC owned parcels was based on inquiries from companies interested in the site.
- **Inflation & Appreciation Rate** – The inflation rate used for construction costs and the value of improvements is 2.5 percent per year.
- **Net Present Value** – The net present values of the tax increment were calculated at a discount rate of 5.0 percent.

Financial Forecast Summary Results

The following table depicts the anticipated revenue generated over 25 years. The revenue forecast assumes the TIRZ is established in 2022 (baseline year). The first TIRZ increment will occur in 2023 (total 2023 value less 2022 baseline value). Note, 2023 taxes are not due until January 2024.

Table 3: Preliminary TIRZ 3 Taxable Property Value

Year	Period	City of Hutto	Williamson County
2022	0	$1,634,874	$1,634,874
2023	1	$108,411,577	$108,411,577
2024	2	$229,173,126	$229,173,126
2025	3	$229,216,067	$229,216,067
2026	4	$1,185,995,913	$1,185,995,913
2027	5	$1,228,225,591	$1,228,225,591
2028	6	$1,306,806,925	$1,306,806,925
2029	7	$1,413,590,155	$1,413,590,155
2030	8	$1,455,823,302	$1,455,823,302
2031	9	$1,455,873,101	$1,455,873,101
2032	10	$1,641,195,067	$1,641,195,067
2033	11	$1,683,431,950	$1,683,431,950
2034	12	$1,683,485,577	$1,683,485,577
2035	13	$1,790,276,377	$1,790,276,377
2036	14	$1,911,052,374	$1,911,052,374
2037	15	$1,911,110,124	$1,911,110,124
2038	16	$2,017,905,151	$2,017,905,151
2039	17	$2,138,685,480	$2,138,685,480
2040	18	$2,138,747,671	$2,138,747,671
2041	19	$2,245,547,249	$2,245,547,249
2042	20	$2,324,147,680	$2,324,147,680
2043	21	$2,324,214,653	$2,324,214,653
2044	22	$2,324,283,301	$2,324,283,301
2045	23	$2,402,888,756	$2,402,888,756
2046	24	$2,402,960,879	$2,402,960,879
2047	25	$2,403,034,805	$2,403,034,805

Source: TXP, Inc.

Table 4: Preliminary TIRZ 3 Taxable Property Value Increment

Year	Period	City of Hutto	Williamson County
2022	0	$0	$0
2023	1	$106,776,703	$106,776,703
2024	2	$227,538,252	$227,538,252
2025	3	$227,581,193	$227,581,193
2026	4	$1,184,361,039	$1,184,361,039
2027	5	$1,226,590,717	$1,226,590,717
2028	6	$1,305,172,051	$1,305,172,051
2029	7	$1,411,955,281	$1,411,955,281
2030	8	$1,454,188,428	$1,454,188,428
2031	9	$1,454,238,227	$1,454,238,227
2032	10	$1,639,560,193	$1,639,560,193
2033	11	$1,681,797,076	$1,681,797,076
2034	12	$1,681,850,703	$1,681,850,703
2035	13	$1,788,641,503	$1,788,641,503
2036	14	$1,909,417,500	$1,909,417,500
2037	15	$1,909,475,250	$1,909,475,250
2038	16	$2,016,270,277	$2,016,270,277
2039	17	$2,137,050,606	$2,137,050,606
2040	18	$2,137,112,797	$2,137,112,797
2041	19	$2,243,912,375	$2,243,912,375
2042	20	$2,322,512,806	$2,322,512,806
2043	21	$2,322,579,779	$2,322,579,779
2044	22	$2,322,648,427	$2,322,648,427
2045	23	$2,401,253,882	$2,401,253,882
2046	24	$2,401,326,005	$2,401,326,005
2047	25	$2,401,399,931	$2,401,399,931

Source: TXP, Inc.

Table 5: Preliminary TIRZ 3 Taxable Revenue Increment @ 50% Contribution

Year	Period	City of Hutto	Williamson County	Total
2022	0	$0	$0	$0
2023	1	$225,288	$200,531	$425,819
2024	2	$480,083	$427,326	$907,409
2025	3	$480,174	$427,407	$907,580
2026	4	$2,498,883	$2,224,277	$4,723,161
2027	5	$2,587,984	$2,303,586	$4,891,570
2028	6	$2,753,783	$2,451,165	$5,204,948
2029	7	$2,979,084	$2,651,708	$5,630,793
2030	8	$3,068,192	$2,731,024	$5,799,216
2031	9	$3,068,297	$2,731,118	$5,799,415
2032	10	$3,459,308	$3,079,160	$6,538,468
2033	11	$3,548,424	$3,158,482	$6,706,906
2034	12	$3,548,537	$3,158,583	$6,707,120
2035	13	$3,773,855	$3,359,140	$7,132,995
2036	14	$4,028,680	$3,585,962	$7,614,642
2037	15	$4,028,802	$3,586,071	$7,614,873
2038	16	$4,254,129	$3,786,636	$8,040,765
2039	17	$4,508,963	$4,013,467	$8,522,430
2040	18	$4,509,094	$4,013,583	$8,522,678
2041	19	$4,734,431	$4,214,157	$8,948,588
2042	20	$4,900,270	$4,361,772	$9,262,042
2043	21	$4,900,411	$4,361,898	$9,262,309
2044	22	$4,900,556	$4,362,027	$9,262,583
2045	23	$5,066,406	$4,509,651	$9,576,056
2046	24	$5,066,558	$4,509,786	$9,576,344
2047	25	$5,066,714	$4,509,925	$9,576,639
Total		**$88,436,904**	**$78,718,443**	**$167,155,347**
NPV		**$41,128,062**	**$36,608,439**	**$77,736,502**

Source: TXP, Inc.

Conclusion

Based on the preliminary development concepts and activity zones within this area, anticipated tax revenue, and market demand projections, a TIRZ is economically and financially feasible. The TIRZ could generate substantial revenue to pay for infrastructure and redevelopment costs. Over the next 25 years, the TIRZ could generate $167.2 million in nominal TIRZ revenue. Using a 5.0 percent discount rate, the anticipated TIRZ could generate $77.7 million.

These projections are based on the best available datasets and information related to market conditions in the region. Given the high visibility of this area, for example, the substantial commitment of a few large developers could have a significantly positive impact on both the level and timing of future growth. Moreover, the financial projections make no allowance for positive spillover to the value of other properties in area as a result of new development (beyond inflation), which easily could occur. At the same time, a slowdown in development as a result of a weaker national economy, negative changes in key drivers of regional economy, or other unforeseen issues could materially reduce the volume of construction put in place, and resulting tax revenue, over the next 25 years.

Appendix: Specific Properties within the TIRZ 3

Table 6: Properties within the TIRZ

Property ID	Land Use Code	Taxable Value Williamson County
R345752	D1	$0
R395083	C	$8,913
R384600	D1	$150,850
R498062	F1	$0
R345747	E1	$0
R497285	D3	$241,211
R346016	D1	$23,609
R020943	D1	$0
R392815	D1	$37,478
R020941	A	$40,715
R346023	D3	$539,202
R021032	F1	$5,484
R432817	A	$0
R498070	D1	$0
R020918	E1	$109,696
R020939	D1	$0
R330327	C	$17,952
R384601	D1	$91,682
R345751	A	$0
R020915	F1	$16,895
R330352	A	$67,756
R498071	F1	$0
R329720	F1	$11,297
R020916	C	$14,562
R020925	A	$20,467
R432284	J3	$19,607
R020945	F1	$0
R330329	D1	$2,331
R080187	D1	$0
R082165	D1	$1,561
R345748	E1	$213,606
[redacted]		

Source: TXP, Inc.

Legal Disclaimer

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Any statements involving matters of opinion or estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that such opinions or estimates will be realized. The information and expressions of opinion contained herein are subject to change without notice, and shall not, under any circumstances, create any implications that there has been no change or updates.

AGENDA ITEM REPORT
12.1.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2023-320 agreeing to certain requirements of a watersmart funding opportunity for water reclamation and reuse projects and supporting the application to the Bureau of Reclamation for CIP projects WW05-2023 and WW06-2023 (Matt Rector)
Meeting:	Thursday, December 7, 2023
Department:	Engineering /
Staff Contact:	Matt Rector

BACKGROUND INFORMATION:

This Resolution will authorize the City of Hutto to submit an application with the U.S. Department of Interior Bureau of Reclamation for an opportunity to compete for cost-participation grant funds for the South Wastewater Treatment Plant project. Through WaterSMART Grants, the Bureau of Reclamation (Reclamation) provides financial assistance to water managers for projects that seek to conserve and use water more efficiently, implement renewable energy, investigate and develop water marketing strategies, mitigate conflict risk in areas at a high risk of future water conflict, and accomplish other benefits that contribute to sustainability in the western United States. Cost-shared projects that can be completed within two or three years are selected annually through a competitive process. Three categories of WaterSMART Grants are offered through separate funding opportunities: Water and Energy Efficiency Grants; Small-Scale Water Efficiency Projects; and Water Marketing Strategy Grants. The City of Hutto desires to submit an application for the Water and Energy Efficiency Grant funding.

The Bureau of Reclamation offers WaterSMART Grants. This Water and Energy Efficiency Grants Notice of Funding Opportunity (NOFO) provides funding for projects that result in quantifiable water savings, implement renewable energy components, and support broader sustainability benefits. These projects conserve and use water more efficiently; increase the production of renewable energy; mitigate conflict risk in areas at a high risk of future water conflict; and accomplish other benefits that contribute to sustainability in the Western United States.

On May 18, 2023, City staff provided an update on the project from inception in 2022, which began the process of expanding wastewater treatment at the South Wastewater Treatment Plant (S WWTP). This was through several projects. In addition, staff recognized the impact of the costs associated with construction, as the plant expansion is estimated to cost the city at least $180 million. Notably, this is the first of several very large projects that the city must undertake to expand the wastewater system to handle the growth. In coordination with the finance team, staff shared the costs of the combined projects related to the SWWTP may push the city's bonding capacity to a level not yet experienced by the city. It is anticipated that WWTP construction will take two years. Assuming an equal distribution in expenditures, that would mean that the city would need to bond approximately $90 million per year just for this one project.

In an effort to try to find ways to reduce the burden on the city and to facilitate the other projects that all need to be executed in order for the city to continue its current growth pattern, staff has looked at alternative funding methods.

Because the expansion project includes a large portion of the aspects that would be needed for water reclamation, the city could seek up to $30 million from the Bureau of Reclamation for a water reclamation study. The BOR requires a letter of support as part of the application process, and attached is confirmed support and recommendation from the Brazos River Authority (BRA). Furthermore, the proposed project would offset existing potable water demand by integration of an alternative water supply from the SWWTP.

The purpose of this resolution is to direct staff to submit an application to compete for cost-share funds from BOR to reduce the City's financial burden.

SUMMARY OF REQUEST:

Staff requests the approval of the resolution as presented authorizing the Citystaff to submit an application to the Bureau of Reclamation.

STAFF REVIEW:

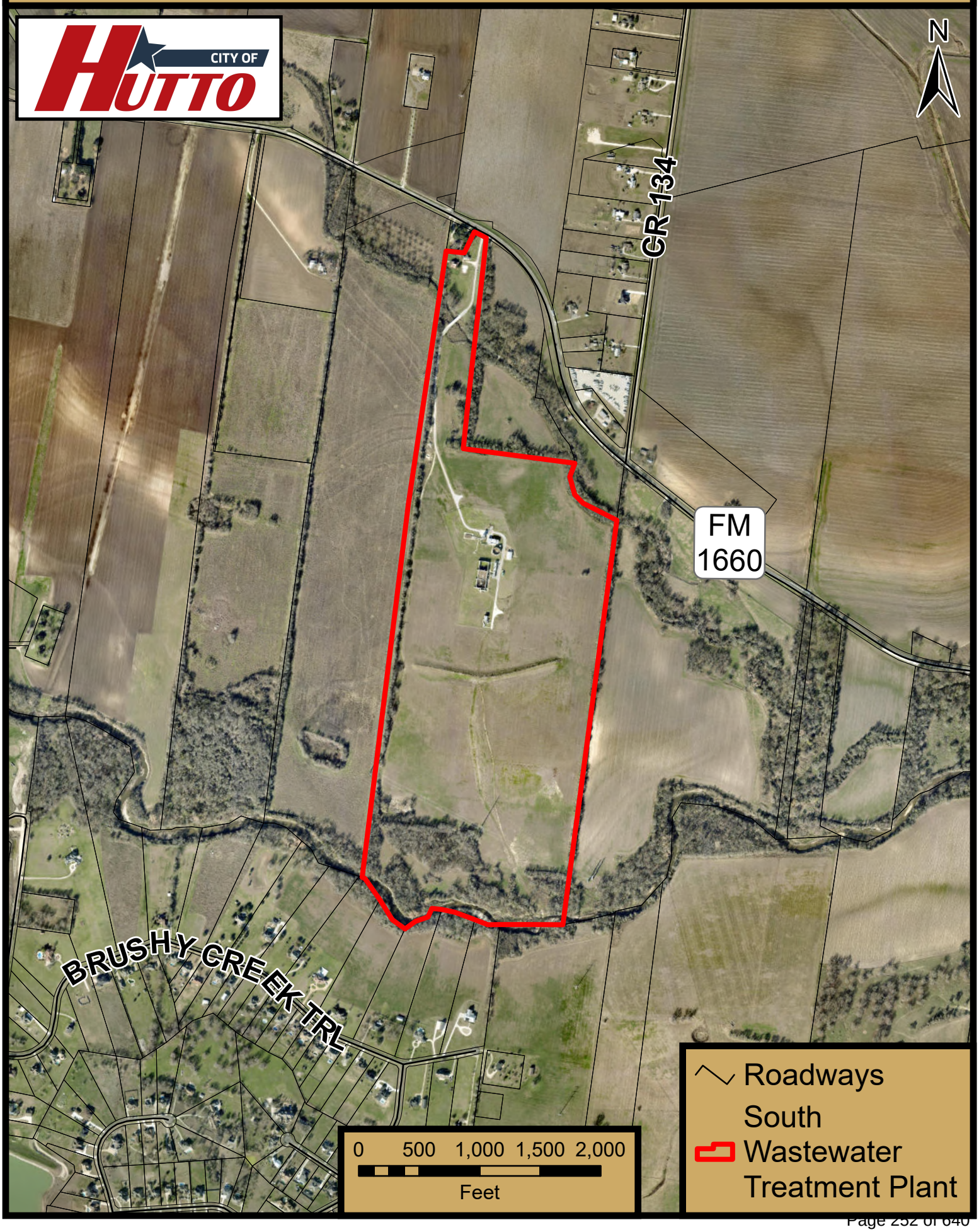
FISCAL NOTES:

This action allows the City to seek up to $30M in grant funds from the Federal Government. Finance is supportive of this action.

ATTACHMENTS:

1. South_Wastewater_Treatment_Plant_WW05_2023
2. 20231130 Hutto Res BOR grant-R-2023-320
3. 20231127 Hutto Support Letter_BrazosRiverAuthority
4. Application

South Wastewater Treatment Plant (WW05-2023)



RESOLUTION NO. R-2023-320

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, AGREEING TO CERTAIN REQUIREMENTS OF A WATERSMART FUNDING OPPORTUNITY FOR WATER RECLAMATION AND REUSE PROJECTS 2023-2024 UNDER THE AUTHORITY OF SECTION 1604 OF TITLE XVI OF PUBLIC LAW 102-575 FOR THE PROPOSED HUTTO SOUTH WWTP RECLAIMED WATER UPGRADES AND EXPANSION PROJECT; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto recognizes the need to reduce the demand on the potable water system to accommodate population growth and identify and implement alternative water supply opportunities; and

WHEREAS, the Bureau of Reclamation has issued a Funding Opportunity Announcement (R23AS00464) for WaterSMART: Water Reclamation and Reuse Projects 2023-2024; and

WHEREAS, the City desires to implement a reclaimed water system and expand the Hutto South Wastewater Treatment Plant (SWWTP) to meet these goals; and

WHEREAS, the City Council agrees to the requirements of the Bureau of Reclamation Funding Application for the WaterSmart Funding Opportunity for Water Reclamation and Reuse Projects 2023-2024.

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: Mike Snyder, Mayor, has the legal authority to enter into an agreement for this project, and the Hutto City Council being the governing body, supports the application submitted, and the City Manager, James Earp, has reviewed and supports the application to be submitted, and the City of Hutto has the capacity to provide the amount of funding and/or in-kind contributions specified in the funding plan, and the City of Hutto will work with Reclamation to meet established deadlines for entering into a cooperative agreement.

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 7th day of December 2023, on vote of __AYES; ___NAYS; __ABSTENTIONS.

THE CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Angela Lewis, City Secretary

Brazos River Authority

QUALITY • CONSERVATION • SERVICE

November 27, 2023

Bureau of Reclamation
Water Resources and Planning Office
Attn: Maribeth Menendez
P.O. Box 25007, 86-6300
Denver, CO 80225

Re: Letter of Support for the City of Hutto's WaterSMART: Title XVI WIIN Act Water Reclamation and Reuse Projects Application for Hutto South Wastewater Treatment Plant Reclaimed Water Upgrades and Expansion Project

Dear Ms. Menendez:

Please accept my support and recommendation for the City of Hutto's (City) application as referenced above. The proposed project would offset existing potable water demand by integration of an alternative water supply from the Hutto South Wastewater Treatment Plant (SWWTP), located at 10704 FM1660, northeast of the City of Austin, in Williamson County, Texas.

The City is in one of the most rapidly growing areas in the state of Texas. The City completed both water and wastewater master plans in 2022 and found that, by 2047, maximum daily demand is expected to quadruple to 15.50 million gallons per day (MGD) from the current 3.59 MGD. These projections also indicate potential supply shortfalls as early as 2025, and the City currently lacks the resources needed to sustain this growth. The SWWTP Reclaimed Water Upgrades and Expansion Project serves the purpose of accommodating future development, enhancing the operational flexibility of the existing wastewater treatment plant, and establishing a Type 1 reclaimed water system for public and industrial use.

Therefore, we support and urge the Bureau of Reclamation to select the Hutto SWWTP Reclaimed Water Upgrades and Expansion Project for funding. Thank you for your attention and consideration of this request.

Sincerely,

BRAD BRUNETT
Regional Manager, Central & Lower Basin

BB:kld

4600 Cobbs Drive • P.O. Box 7555 • Waco, Texas 76714-7555
254-761-3100 • FAX 254-761-3202

City of Hutto South Wastewater Treatment Plant Reclaimed Water Upgrades and Expansion

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Title XVI WIIN Act Water Reclamation and Reuse Projects - Bureau of Reclamation Funding Application

Funding Opportunity #: R23AS00464

City of Hutto, Texas

DRAFT

Prepared by:

3755 S Capital of TX Hwy #325

Austin, TX 78704

December 7th, 2023

Garver Project No.: 22W07225

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1. Technical Proposal and Evaluation Criteria

Executive Summary

Date: December 2023

Name of Applicant: City of Hutto, Texas

Project Location: 10704 FM1660, Hutto, Williamson County, Texas - 78634

Amount of Water Reclaimed by the Project: 5.6 MGD (6,272 acre-ft/yr.)

Project Summary: The City of Hutto (City) is a community near the southeast corner of Williamson County, Texas and is part of one of the most rapidly growing areas in the United States. The Central Texas region is experiencing a water supply shortage, driven by rapid population growth coupled with industrial growth in the semiconductor manufacturing sector. The water supply authority for Williamson County, the Brazos River Authority (BRA), is nearing the depletion of its existing surface and groundwater supplies and is unable to issue new water supply contracts, leaving many growing municipalities to seek water elsewhere.

Furthermore, local municipalities are competing with industrial demands on already limited water supplies as a result of the construction of a new Samsung semiconductor plant in Taylor, Texas, just to the east of Hutto along Highway 79. The Samsung plant is attracting new residents, commercial development, and peripheral industries to the City. With the growth in the area, projected potable water demands are exceeding the City's existing wellfield capacity and the City has limited surface or groundwater supply expansion options available. Therefore, the City sees reclaimed water as feasible option to expand, diversify, and add resiliency to its long-term water supply portfolio.

The City's 2022 Wastewater Master Plan (2022 WWMP)(Reference A. City of Hutto 2022 Wastewater Master Plan) outlines a phased expansion approach for the Hutto SWWTP from 2.5 MGD existing to 6.0 MGD in Phase 1 (by 2026). The 6.0 MGD expansion includes implementation of a reclaimed water system and the establishment of an automated water vending fill station for reclaimed water users to supplement the City's existing potable water supply. Reclaimed water at the expanded plant will be treated in accordance with a Type I Re-use Permit from the Texas Commission on Environmental Quality (TCEQ) allowing for uses such as residential and commercial irrigation, toilet flush water, construction use, and industrial use.

Attachment A, the Preliminary Engineering Report offers supplementary project details and provides a comprehensive description of the project.

Length of Project: The proposed project planning began in March 2022, design started in January 2023, and construction is expected to begin around July 2024, with completion by July 2026.

Estimated Completion Date: 07/2026

Federal facilities/lands adjacent to the project location: There are no federal lands located adjacent to the project location.

Project Location

The project is located at 10704 FM1660, Hutto, TX 78634, and the corresponding coordinates are 30.509840, -97.523920. The City of Hutto lies in Williamson County, Northeast of Austin Texas. The proposed project location and aerial view is identified in the map in Figure 1-1 and Figure 1-2.

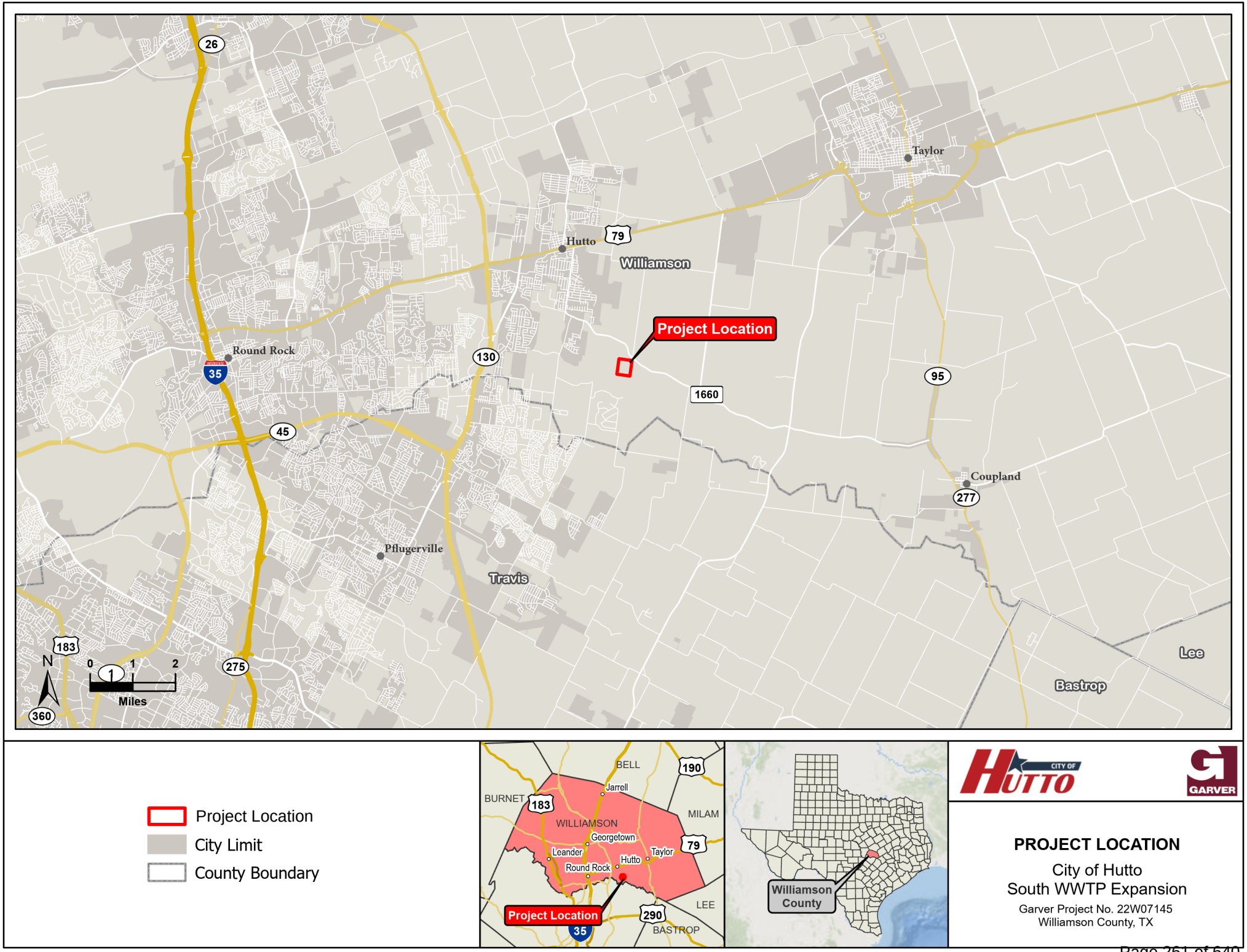
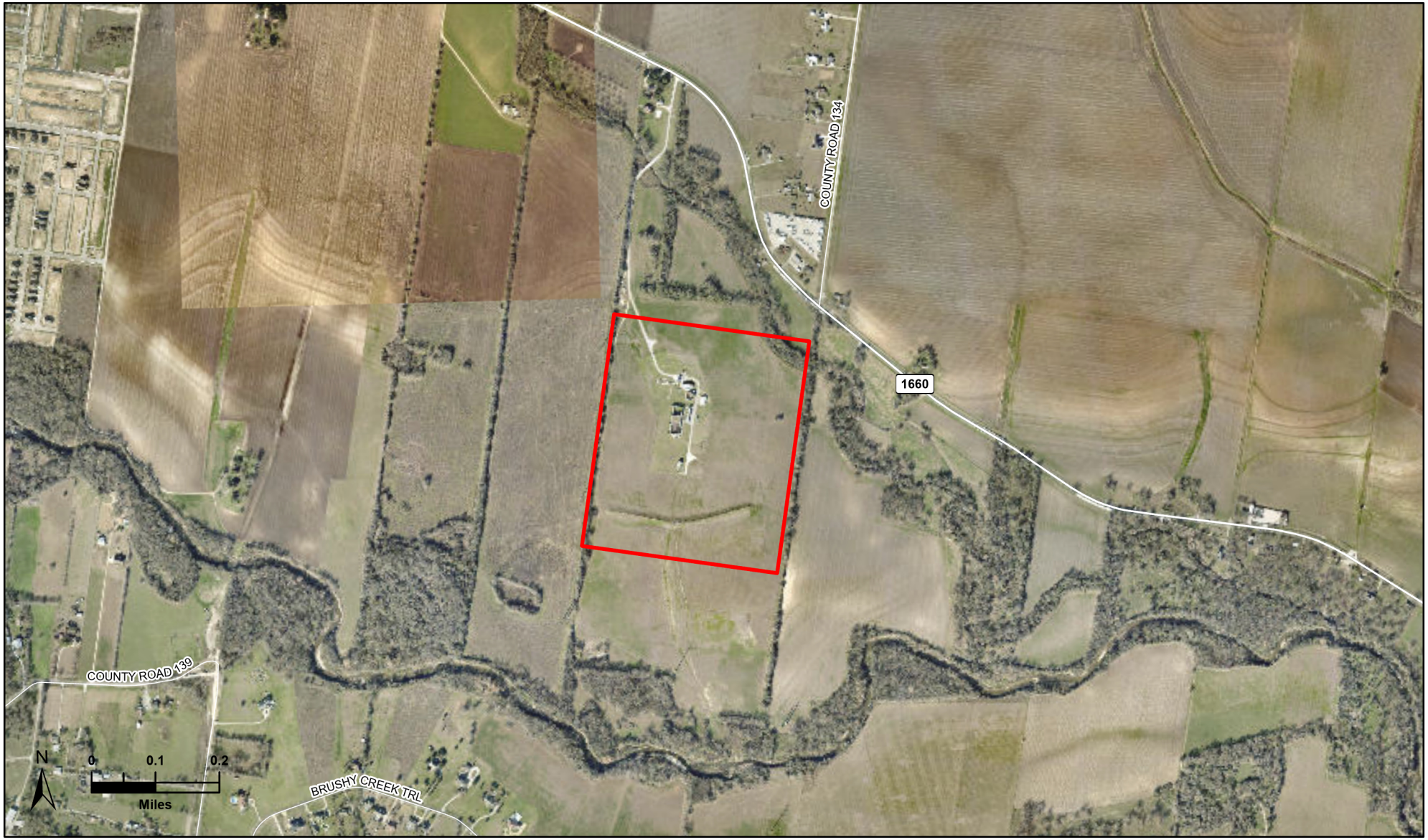
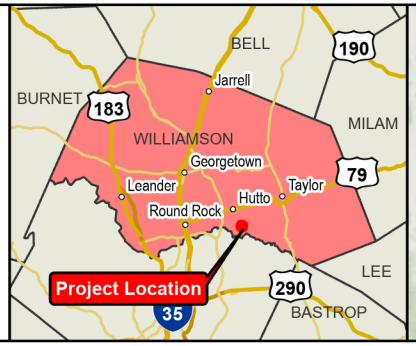


Figure 1-1: City of Hutto SWWTP Project Location



Project Location



CITY OF HUTTO

GARVER

AERIAL OVERVIEW

City of Hutto
South WWTP Expansion

Garver Project No. 22W07145
Williamson County, TX

Figure 1-2: City of Hutto SWWTP Aerial View

Project Description

The City of Hutto is situated northeast of the City of Austin and is in one of the most rapidly growing areas in the state of Texas. The Central Texas region is experiencing a water supply shortage, driven by rapid population growth coupled with industrial growth in the semiconductor manufacturing sector. The water supply authority for Williamson County, the Brazos River Authority (BRA), is nearing the depletion of its existing surface and groundwater supplies and is unable to issue new water supply contracts, leaving many growing municipalities to seek water elsewhere. In a proactive approach, the City has contracted Garver to design and expansion of the existing Hutto SWWTP. The SWWTP will be expanded to 6.0 MGD in Phase 1 and will be converted from a sequencing batch reactor (SBR) plant to a continuous flow activated sludge process with an anaerobic, anoxic, aerobic (A2O) configuration capable of producing Type 1 reuse effluent. The Hutto SWWTP expansion serves the purpose of accommodating future development, enhancing the operational flexibility of the existing wastewater treatment plant, and establishing a reclaimed water system for public use. The expanded plant is being designed to achieve the City's project goals including:

- Meeting future wastewater demands
- Meeting effluent water quality permit limits
- Instituting a Type I reclaimed water system
- Providing operational reliability
- Reducing demand on the potable water system

A visual of the existing facility layout and proposed treatment process and layout is shown in Figure 1-3 and Figure 1-4 respectively. The A2O process allows the plant to meet the Total Phosphorous (TP) effluent limit of 1.0 mg/L that into effect at the 6.0 MGD phase. The transition away from SBRs requires the construction of several new facilities including a new influent lift station, new headworks, new primary and secondary clarifiers, new A2O process trains, new tertiary filters, and a new UV system to replace the existing microwave UV system at the plant that has since been discontinued by the manufacturer. All the proposed treatment processes will contribute to meeting the TCEQ Type I reclaimed water requirements suitable for reclaimed water system. As a component of the design, the City has also submitted a Type I reclaimed water permit application to TCEQ.

The implementation of a reclaimed water system offers a range of benefits across social, economic, and environmental dimensions to the City of Hutto. Socially, it enhances water security and drought resilience by diversifying the water supply, ensuring a reliable source during dry periods. This reduces reliance on over-pumped groundwater, mitigating associated health and environmental risks and supporting a higher quality of life for residents. Economically, the project yields cost savings by using reclaimed water for non-potable purposes, stimulating economic growth by encouraging development and job creation, and potentially enhancing property values. Environmentally, it contributes to freshwater conservation, preserves ecosystems by reducing effluent discharge, and aligns with sustainability goals for ecological health.

The project is a phased, multi-year program that will reach an ultimate capacity of 15.5 MGD by 2039. Figure 1-5 shows the SWWTP proposed phased expansion as outlined in the City of Hutto 2022 WWMP (Reference A. City of Hutto 2022 Wastewater Master Plan).

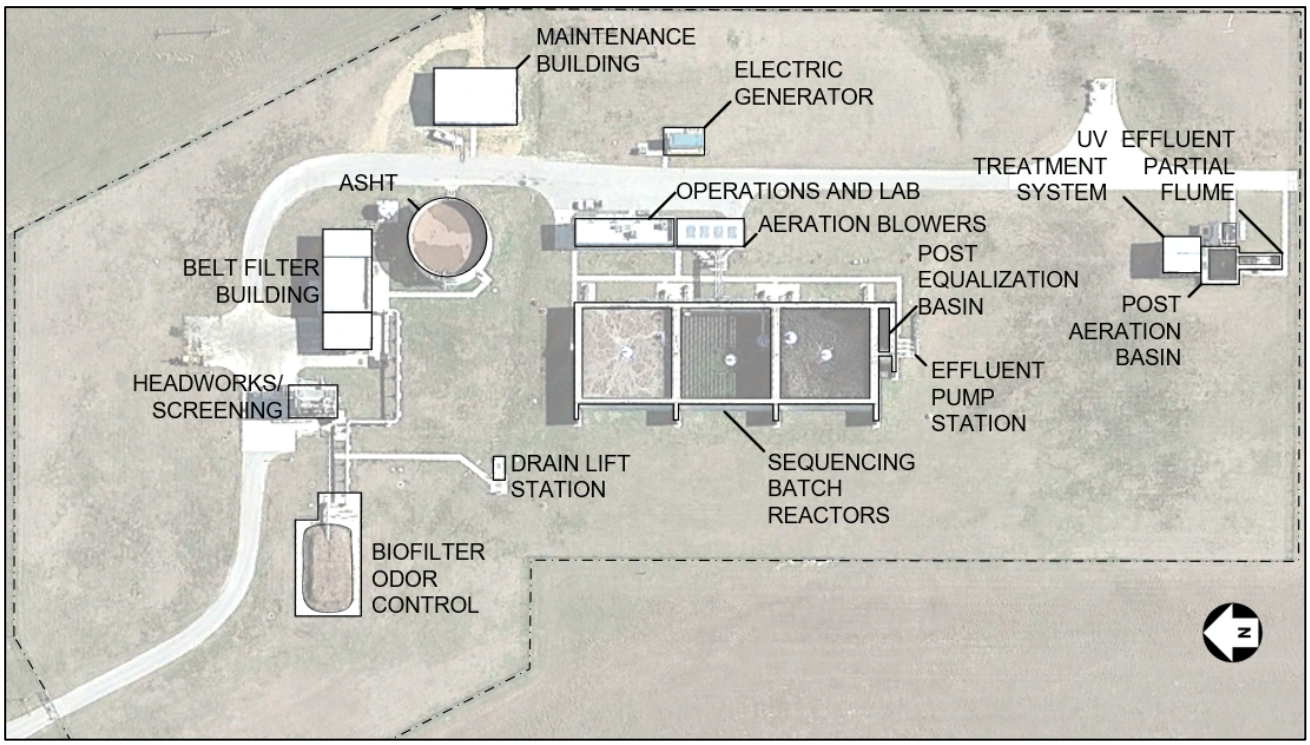
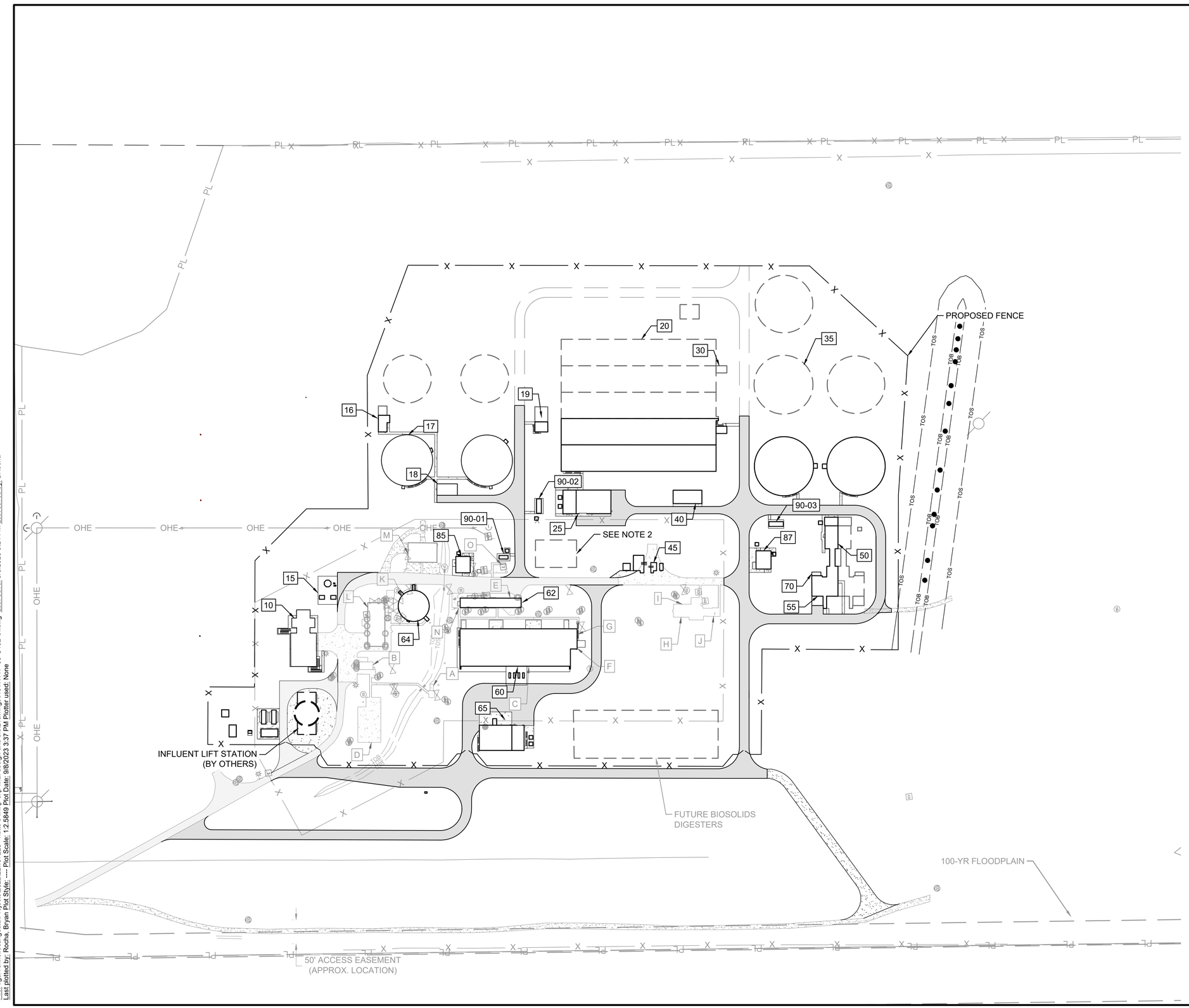


Figure 1-3: SWWTP Existing Facility Layout



0 50' 100' 200' 300'
(IN FEET)

A EXISTING STRUCTURES

EXISTING FACILITIES	
A	PLANT DRAIN SYSTEM
B	HEADWORKS/SCREENING
C	SEQUENCING BATCH REACTORS
D	BIOSOLIDS ODOR CONTROL
E	SBR BLOWERS
F	POST EQUALIZATION BASIN
G	EFFLUENT PUMP STATION
H	UV TREATMENT SYSTEM
I	POST AERATION BASIN
J	EFFLUENT PARSHALL FLUME
K	ASHT
L	BELT FILTER BUILDING
M	MAINTENANCE BUILDING
N	OPERATIONS AND LAB
O	ELECTRIC GENERATOR

1 PROPOSED STRUCTURES

PROPOSED FACILITIES	
10	HEADWORKS
15	PRIMARY TREATMENT ODOR CONTROL
16	PRIMARY CLARIFIER SPLITTER BOX
17	PRIMARY CLARIFIERS
18	PRIMARY CLARIFIER SLUDGE PUMP STATION
19	PROCESS TRAIN SPLITTER BOX
20	PROCESS TRAIN
25	AERATION BLOWERS & ELECTRICAL BLDG
30	MLSS SPLITTER BOX
35	SECONDARY CLARIFIERS
40	RAS/WAS PUMP STATION
45	CHEMICAL FEED
50	TERTIARY FILTERS
55	UV, POST AERATION, AND EFFLUENT METERING
60	AERATED SLUDGE HOLDING BASINS
62	ASHB BLOWERS
64	AERATED SLUDGE HOLDING TANK
65	BIOSOLIDS HANDLING BUILDING
70	NON-POTABLE WATER STORAGE
72	RECLAIMED WATER STORAGE
75	PAA/IMPLEMENTATION TESTING
85	MAIN ELECTRICAL BUILDING
87	SOUTH ELECTRICAL BUILDING
90-01	ELECTRICAL GENERATOR 850GEN001
90-02	ELECTRICAL GENERATOR 250GEN001
90-03	ELECTRICAL GENERATOR 8700GEN001

NOTES:

1. ALL ROADS ARE 20' IN WIDTH WITH A 45' RADIUS.
2. FUTURE ADMINISTRATION BUILDING.

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REV	DATE	DESCRIPTION	BY

CITY OF HUTTO
10700 FM 1660
HUTTO, TX 78634

HUTTO SOUTH WWTP
PHASE 1 - 6 MGD EXPANSION

OVERALL PROPOSED SITE PLAN

JOB NO.: 22W07225
DATE: SEPT. 2023
DESIGNED BY: SJM
DRAWN BY: GRG
CHECKED BY: SSS

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER
05-C102

SHEET NUMBER **23**

File: \\garverinc.local\gdata\Projects\2022\22w07225 - hutto s wwtp exp final design and bid\Drawings\HSWWTP-05-C102-Sl.dwg Last Save: 9/8/2023 3:24 PM Last saved by: BRocha
Last plotted by: Rocha, Bryan Plot Style: ---- Plot Scale: 1:2.5849 Plot Date: 9/8/2023 3:37 PM Plotter used: None

Figure 1-4: Overall Proposed Site Plan

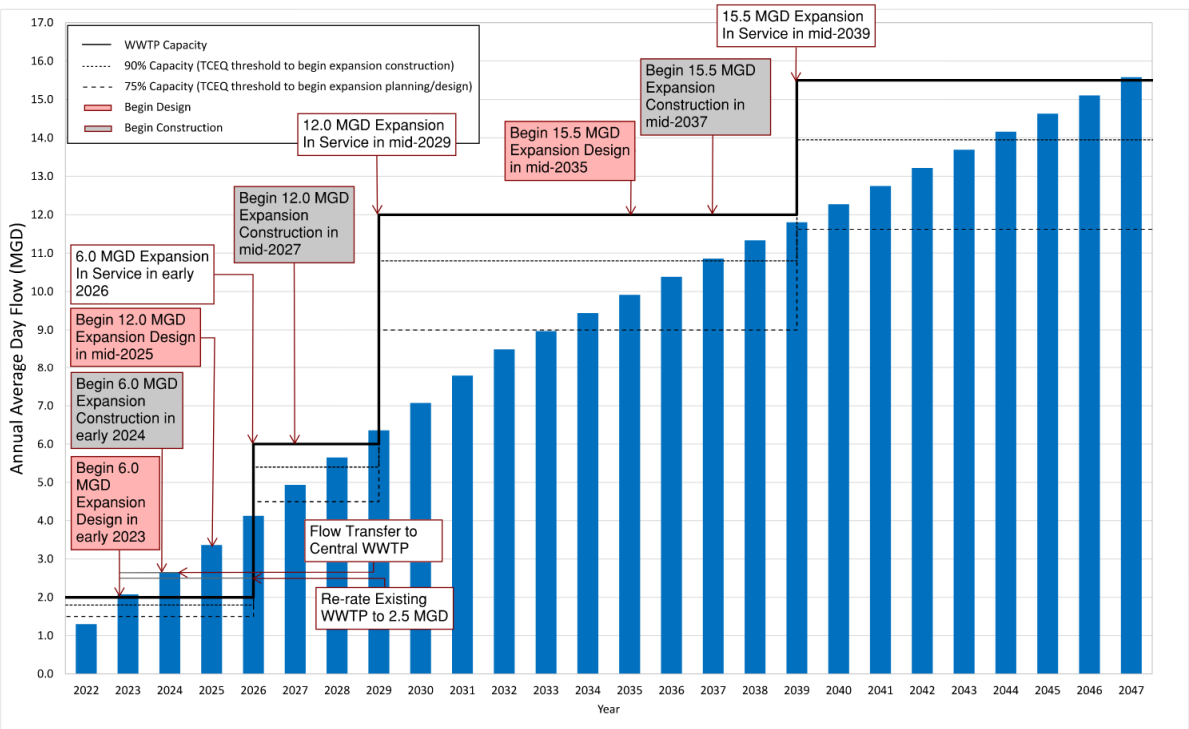

Figure 1-5: SWWTP Proposed Phased Expansion (2022 WWMP)

Evaluation Criteria

Evaluation Criterion 1—Water Supply

Subcriterion No. 1a—Stretching Water Supplies

1. How many acre-feet of water are expected to be made available each year upon completion of the Project? What percentage of the present and/or future annual demand in the project sponsor's service area will the Project's reclaimed water provide upon Project completion? The percentage should be based on the expected total service area demand, not just recycled water demand. Use the total capacity of the entire Project upon completion—not just the water that will be produced by the activities that will be completed over the next **three** years.

   Upon completion of the plant expansion to 6.0 MGD, an estimated 6,272 acre-feet per year (AFY) of Type 1 reuse effluent will become available. In Phase 1 of the project, the reclaimed water system is sized to handle a maximum of 5.6 MGD (6,272 AFY), accounting for 93% of the total water produced by the plant expansion. In the event that demand for reclaimed water exceeds 5.6 MGD, the pumps may be upgraded to accommodate up to 6 MGD The total service area demand is expected to increase, particularly in the designated Megasite area earmarked for industrial growth. This 1,400-acre Megasite is actively being developed to support industrial users, including the neighboring Samsung facility. Anticipated industrial uses in this area may require up to 5.0 MGD of potable water daily, but

the city aims to replace this demand with non-potable water in the near future, reducing strain on the potable water system for industrial users in this area. The proposed project is a phased, multi-year program, reaching an ultimate capacity of 15.5 MGD by 2039, as outlined in the City of Hutto 2022 WWMP (Reference A. City of Hutto 2022 Wastewater Master Plan) and indicated in Table 1-1.

Table 1-1: SWWTP Proposed Phased Expansion (2022 WWMP)

Phase	Annual Average Day Flow (MGD)	Reclaimed Water Available (AFY)[1]
Existing	2.5	-
Phase 1	6.0	6,272
Phase 2	12.0	13,442
Phase 3	15.5	17,362

Note: 1. Assume 100% of effluent as available reclaimed water for Phase 2 and Phase 3.

2. Will the Project reduce, postpone, or eliminate the development of new or expanded non-recycled water supplies? Explain.

Yes, the project aims to reduce the necessity for developing new or expanded non-recycled water supplies. The City is experiencing rapid industrial growth, particularly in the Megasite area, as shown in Figure 1-6. This area of the City consists of an approximately 1,400-acre tract of land on Hwy 79 that was set aside for industrial development. The City foresees a potential demand for up to 5.0 MGD of potable water, which could be replaced with non-potable use soon by industrial users. The City is actively pursuing both potable and non-potable water supplies concurrently. Introducing reclaimed water into the system is seen as a proactive measure to prevent the City from facing a shortage of potable water and to offset the industrial and non-potable demand for potable water. By constructing a WWTP that is capable of producing Type 1 reuse effluent, the City will be able to offset their future potable water demand, reducing the need for the development of additional non-recycled water supplies.

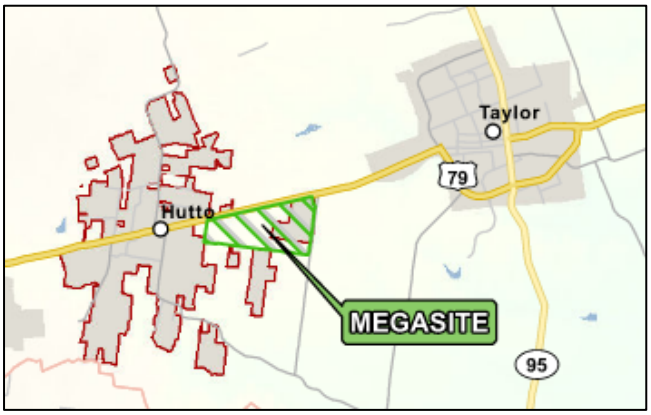

Figure 1-6: City of Hutto Megasite location

3. Will the Project alleviate pressure on existing water supplies and/or facilities? If so, please describe the existing water supplies, identify the supplies and/or facilities that will be impacted and explain how they will be impacted by the Project, including quantifications where applicable.

The City faces several challenges arising from population and industrial growth, increased potable water demand, diminishing groundwater supplies, and climate change impacts, including severe droughts and extended peak demands. According to the projected water demands indicated in City's 2022 Water Master Plan (2022 WMP) (Reference B. City of Hutto 2022 Water Master Plan), shown in Table 1-2, the City anticipates an increased need for potable water.

Table 1-2: Projected Water Demands (City's 2022 Water Master Plan (by FNI))

Year	Pressure Plane	LUEs	Average Day Demand (mgd)	Maximum Day Demand (mgd)	Peak Hour Demand (mgd)
2022	801'	6,571	1.97	3.41	5.79
	890'	352	0.11	0.18	0.31
	Total	**6,923**	**2.08**	**3.59**	**6.10**
2027	801'	13,360	4.01	6.93	11.77
	890'	2,999	0.90	1.55	2.64
	Total	**16,359**	**4.91**	**8.48**	**14.42**
2032	801'	17,944	5.38	9.30	15.81
	890'	3,800	1.14	1.97	3.35
	Total	**21,744**	**6.52**	**11.27**	**19.16**
2047	801'	24,914	7.47	12.92	21.96
	890'	4,992	1.50	2.59	4.40
	Total	**29,906**	**8.97**	**15.50**	**26.36**

The City currently relies on eight groundwater wells in the Carrizo-Wilcox Aquifer, with six in the Hooper Formation and two in the Simsboro Formation. In the long term, there is potential for expanding this regional supply system with additional wells and a new 30-mile transmission line to the City to meet growing demands. However, this expansion is deemed expensive and risky. Additionally, the City depends on wholesale supply from the City of Taylor and Manville Water Supply Corporation (WSC), supplemented by emergency wholesale supply from Jonah Water Special Utility District (SUD). The total water supply purchased by the city amounts to 5.05 MGD, as shown in **Error! Reference source not found.** Figure 1-7**Error! Reference source not found.** illustrates the capacity of each water supply in the City's water system (Source: 2022 WMP Update by FNI).

Table 1-3: City of Hutto Water Supply System (City's 2022 Water Master Plan (by FNI))

Source	Supply	Production Capacity (mgd)	Notes
Manville WSC (Base Rate)	Wholesale	0.60	-
Manville WSC (Higher Rate)	Wholesale	0.22	-
City of Taylor	Wholesale	0.30	-
Well 1	Carrizo-Wilcox (Hooper)	0.14	Limited by pump capacity
Well 3	Carrizo-Wilcox (Hooper)	0.12	Limited by pump capacity
Well 4	Carrizo-Wilcox (Hooper)	0.03	Limited by pump capacity
Well 5	Carrizo-Wilcox (Hooper)	0.16	Limited by pump capacity
Well 7	Carrizo-Wilcox (Hooper)	0.14	Limited by pump capacity
Well 10	Carrizo-Wilcox (Hooper)	0.01	Limited by pump capacity
Well 11	Carrizo-Wilcox (Simsboro)	1.58	Limited by permitted capacity
Well 12	Carrizo-Wilcox (Simsboro)	0.75	Limited by pump capacity
Total Capacity (Normal)	-	**4.05**	-
Jonah Emergency	-	1.00	-
Total Capacity (Emergency)	-	**5.05**	-

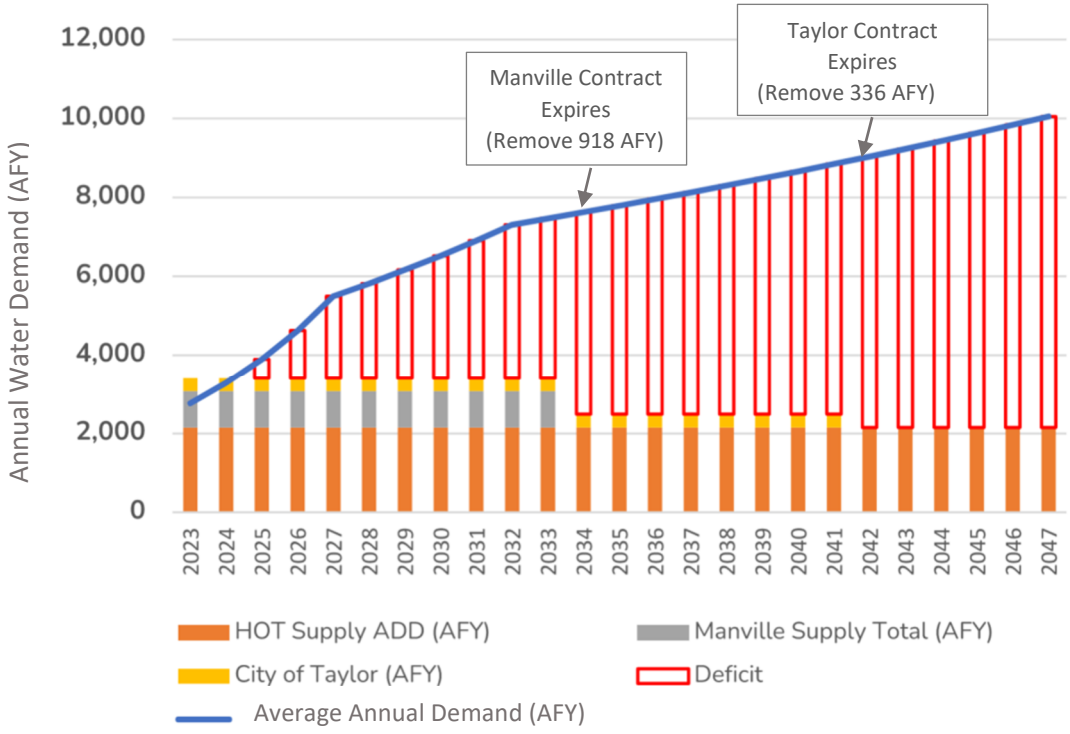

Figure 1-7: Water Supply Needs with Existing Supplies, Average Annual Demand (FNI Water Supply Evaluation, March 2023)

In response to these challenges, the proposed project aims to provide Type 1 reclaimed water as an alternative water source. This initiative seeks to ease the strain on current resources and facilities, serving immediate water and wastewater service needs. The project is designed to reduce the demand for approximately 5.6 MGD of potable water, thereby offsetting the need for new supplies. This project aligns with efforts to support local water suppliers, including Jonah Water SUD, Manville WSC, and Taylor. By reducing the demand for 5.6 MGD (6,272 AFY) of potable water which could be used for non-potable purposes, the proposed project contributes to the broader water supply goals. Notably, it may offset the need for new projects like the Heart of Texas wellfield expansion projects.

Additionally, the City plans to offer reclaimed water to the public and industrial users for various non-potable purposes, providing a sustainable solution for irrigation and other needs. The initial provision of 5.6 MGD (6,272 AFY) of reclaimed water aims to alleviate immediate potable water demand, with future plans to scale up to 15.5 MGD (17,362 AFY) of Type 1 reclaimed water by 2039, supporting the City's ability to meet peak demands and accommodate projected population and industrial growth. Figure 1-8 shows the City’s potential industrial users and irrigation locations.

FIGURE 3-1
MEGASITE & IRRIGATION

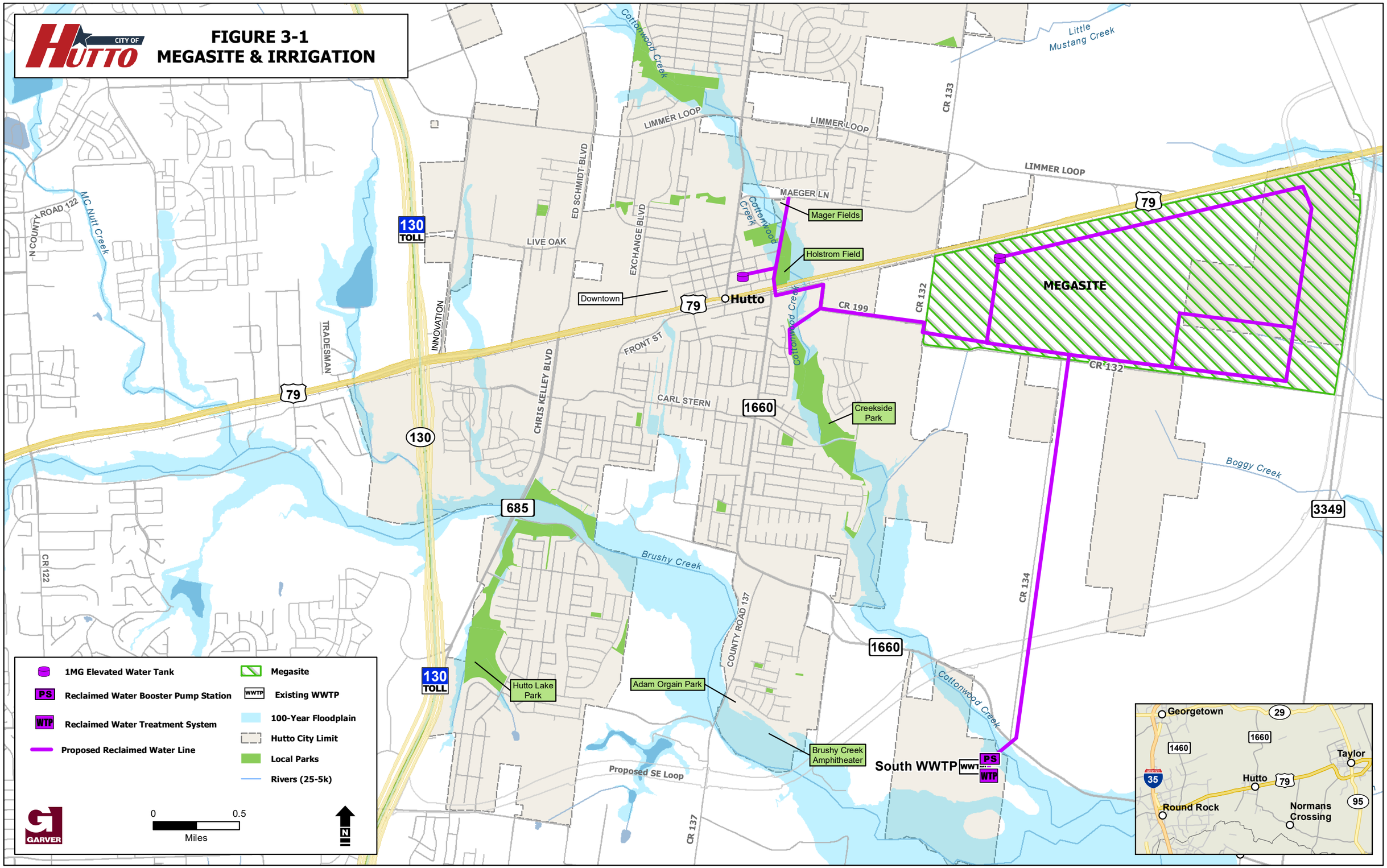

Figure 1-8: City of Hutto Megasite Location and Proposed Irrigation Locations

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4. What performance measures will be used to quantify actual benefits upon completion of the Project?

   The project will employ the following performance measures to quantify its benefits upon completion:

   a) Improved Effluent Water Quality – The project aims to produce Type I reuse quality effluent as per TCEQ standards, providing the City with an alternative water source to diversify their portfolio and enhance water security. As a part of the permit, the project includes regular sampling and reporting to TCEQ, providing concrete data to confirm the improved water quality.
   b) Reclaimed Water Users and Usage – The project aims to identify and promote reclaimed water utilization by a variety of users, including industries, agriculture, and municipalities, reducing demands on the potable water system. The benefits will be quantified by documenting the number of users, and monitoring the total volume of reclaimed water that is used. The reclaimed water vendor fill station at the Hutto SWWTP will be equipped with a flow meter to measure volume, and users will enter their ID information to be able to use the facility.
   c) Reduction in Potable Water Usage - By replacing potable water with reclaimed water for non-potable purposes like irrigation and industrial processes, the project aims to conserve freshwater resources. The volume of used reclaimed water will be monitored by a flow meter at the reclaimed water vendor fill station. In future phases, when a reclaimed distribution system is constructed, each user may have their own meter to measure usage.

Subcriterion No.1b—Contributions to Water Supply Sustainability

1. Will the Project make water available to address a specific concern? Consider the number of acre-feet of water and/or the percentage of overall water supply to be made available by the Project. Explain the specific concern and its severity. Also explain the role of the Project in addressing that concern and the extent to which the Project will address it.

   The main concern is the growing need for water and wastewater services due to population and industrial growth, coupled with challenges such as groundwater depletion and a lack of reliable water sources (as noted in Sub-criterion No. 1a.3). The expansion of the Megasite/industrial sector adds to the demand, highlighting limitations and risks in the City's current well field supply. This project directly addresses the concern by providing resource-appropriate reclaimed water to industrial users, while offsetting the reliance on the potable supply bottleneck through the Heart of Texas (HoT) transmission system. To comprehensively tackle these challenges, immediate expansion of the Hutto SWWTP and the establishment of a reclaimed water system are crucial.

   The proposed project will be executed in phases, starting with Phase 1 focusing on an initial expansion to 6.0 MGD (6,720 AFY) annual average daily flow (AADF), producing 5.6 MGD (6,272 AFY) of reclaimed water (93% of the treated effluent). This reclaimed water holds potential for use as Type 1 reclaimed water for non-potable purposes and industrial

applications. Additionally, the Water Supply Evaluation by FNI in March 2023 revealed that Hutto's wastewater service area extends beyond its water service area. Hence, implementing a reclaimed water system could provide a significant portion of the city's water supply, offering an alternative source of water supply to diversify the water portfolio and enhance water security during extended peak seasons and drought conditions. The project's revenue-generation aspect, achieved by selling water to customers, further strengthens its significance. The current design includes a reclaimed water vendor fill station outside the plant premises to cater to reclaimed water customers, with future plans to expand this system by establishing a reclaimed water distribution network within the city and ETJ areas.

The project's phased implementation, starting with Phase 1 expansion to 6.0 MGD AADF, followed by subsequent phases reaching 12.0 MGD (Phase 2) and eventually 15.5 MGD AADF (Phase 3), is strategically designed to not only address current growth-related demands but also support the city's long-term resiliency and reliability in times of water supply shortages, ensuring a more robust response to the challenges posed by groundwater depletion and drought scenarios.

2. Will the project help create additional flexibility to address drought? Will water made available by this Project continue to be available during periods of drought? To what extent is the water made available by this Project more drought resistant than alternative water supply options? Explain.
   Yes, the proposed project will contribute significantly to creating additional flexibility to address drought conditions by providing sustainable Type 1 reclaimed water and mitigating groundwater depletion risks by over-pumping in drought situations. This source, unaffected by climatic variations, surpasses alternative water supply options. Secondly, the phased expansion, reaching an ultimate capacity of 15.5 MGD by 2039, ensures a consistent reclaimed water supply, fostering flexibility in response to demand while maintaining reliability during prolonged drought. Overall, the strategic design emphasizes reclaimed water, making the city's water supply more resilient, sustainable, and reliable during challenging climatic periods.

3. Has the area served by the Project been identified by the United States Drought Monitor as experiencing severe, extreme, or exceptional drought at any time in the last four years?
   The area being served by the project has experienced Exceptional drought in 2023 as identified by the United States Drought Monitor. In 2022 this project was under Severe Drought, and in 2020 under moderate drought. The Drought Map for 2023 is shown in Figure 1-9.

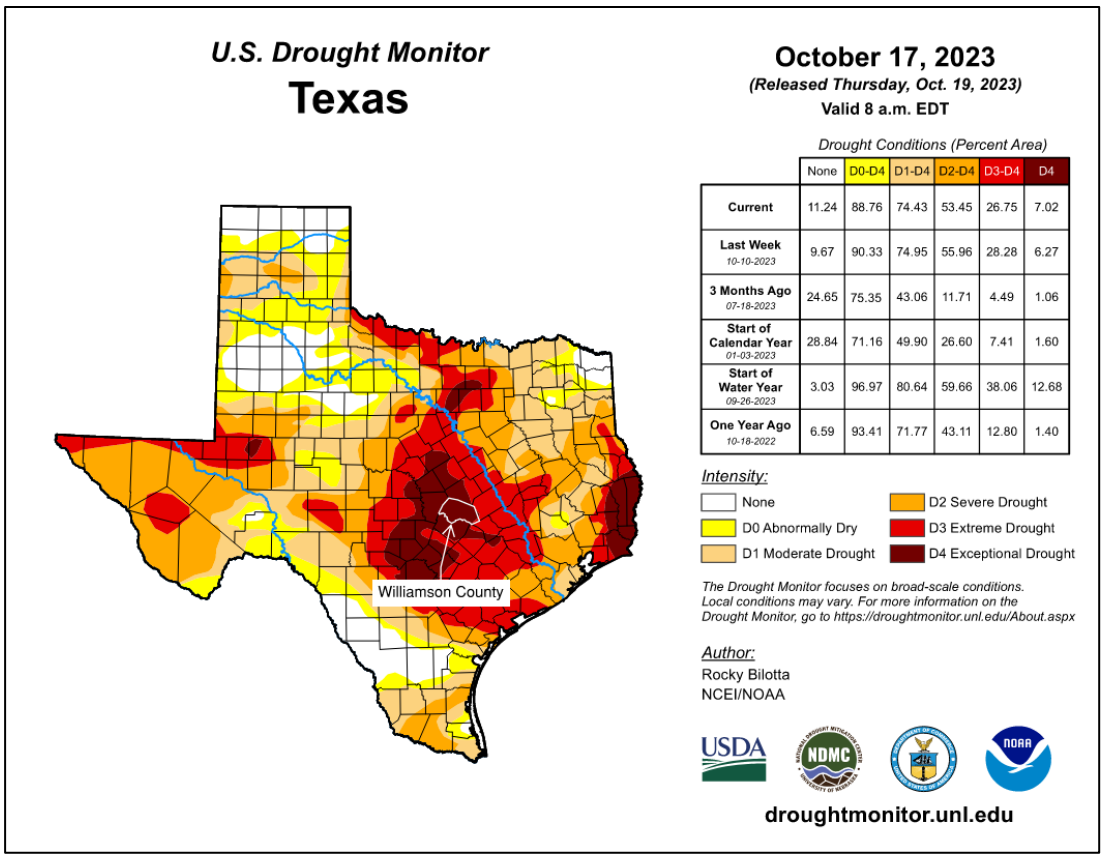


Figure 1-9: 2023 Drought Map (U.S. Drought Monitor https://droughtmonitor.unl.edu/)

4. Has the area served by the Project been designated as a drought disaster area by the State in the last four years?

   Yes, the project location in Williamson County was designated as a drought disaster area by the state in 2022 and 2023 by The State of Texas Drought disaster Declaration. (https://gov.texas.gov/news/post/governor-abbott-renews-drought-disaster-declaration-in-november-2023)

Evaluation Criterion 2—Environment and Water Quality

1. Will the Project improve the quality of surface water or groundwater? If so, how?

   Yes, the proposed project aims to enhance Brushy Creek surface water quality through the upgrade and expansion of the SWWTP, treating 6.0 MGD to produce Type 1 reclaimed water. This upgrade will reduce reliance on pumping down aquifers to meet demand. Approximately 5.6 MGD (6,272 AFY) will be reused for non-potable uses and industrial purposes, while the remaining 0.4 MGD (448 AFY) will be released to Brushy Creek. This release is expected to meet high-quality standards, benefiting downstream users with a superior water source for potable purposes.

The improvement involves integrating the Biological Nutrient Removal (BNR) process within the Hutto SWWTP, specifically targeting phosphorus removal to address water quality challenges and protect aquatic ecosystems. The BNR process utilizes a continuous flow activated sludge system with an anaerobic, anoxic, aerobic (A2O) configuration to minimize the release of excess nutrients into natural water bodies, significantly contributing to safeguarding water resources and maintaining the health of aquatic environments.

2. Will the Project improve effluent quality beyond levels necessary to meet State or Federal discharge requirements?

   Yes, the project will improve effluent quality beyond levels necessary to meet state and federal discharge requirements. All design recommendations and equipment sizing efforts were made in compliance with TCEQ guidelines and requirements. The project has been structured to deliver effluent of exceptionally high quality, ensuring that the environmental impact is minimized and that the water discharged meets not only the required standards but also showcases a commitment to environmental responsibility.

3. Will the Project improve flow conditions in a natural stream channel? If so, how?

   Yes, the project will improve flow conditions in a Brushy Creek stream channel by discharging treated effluent that meets Type 1 reclaimed water quality standards set by TCEQ, without impacting the 100-year water surface elevation of Brushy Creek. Williamson County is currently updating floodplain data, utilizing the revised Atlas 14 rainfall data released by NOAA in 2018, with an anticipated completion by 2024. If official data becomes available before finalizing the Hutto SWWTP design, it will be integrated. While the proposed project aims to enhance water quality through the upgrade and expansion of the SWWTP, it recognizes the need for a broader watershed management approach to address flow conditions. The project plan includes broader practices, such as measures to reduce erosion, enhance natural water retention, and protect riparian areas.

   Stream Description:

   Brushy Creek is located within the Brazos River basin. Brushy Creek originates west of Cedar Park, Texas in Williamson County and flows east through Williamson and Milam for approximately 75 miles before its confluence with the San Gabriel River in eastern Milam County. Within Milam County, the San Gabriel River joins the Little River which flows a short distance to the Brazos River. In total, Brushy Creek has a watershed of approximately 380,000 acres.

4. Will the project restore or enhance habitat for non-listed species? If so, how?

   This project holds substantial potential to supply water for and safeguard the habitats of federally listed threatened or endangered species between Cottonwood Creek to the north and Brushy Creek to the south. Figure 1-10 shows the SWWTP Vicinity Map. Notably, the project will not directly impact any habitat or non-listed species. Extensive coordination with wildlife agencies has been undertaken, and suitable habitat for these species has not been identified, with no anticipated impacts on their habitats. However, the improved effluent water quality, resulting from reduced nutrients, lower BOD (Biochemical Oxygen Demand),

higher DO (Dissolved Oxygen), and other enhancements, is expected to contribute positively to habitat conditions.

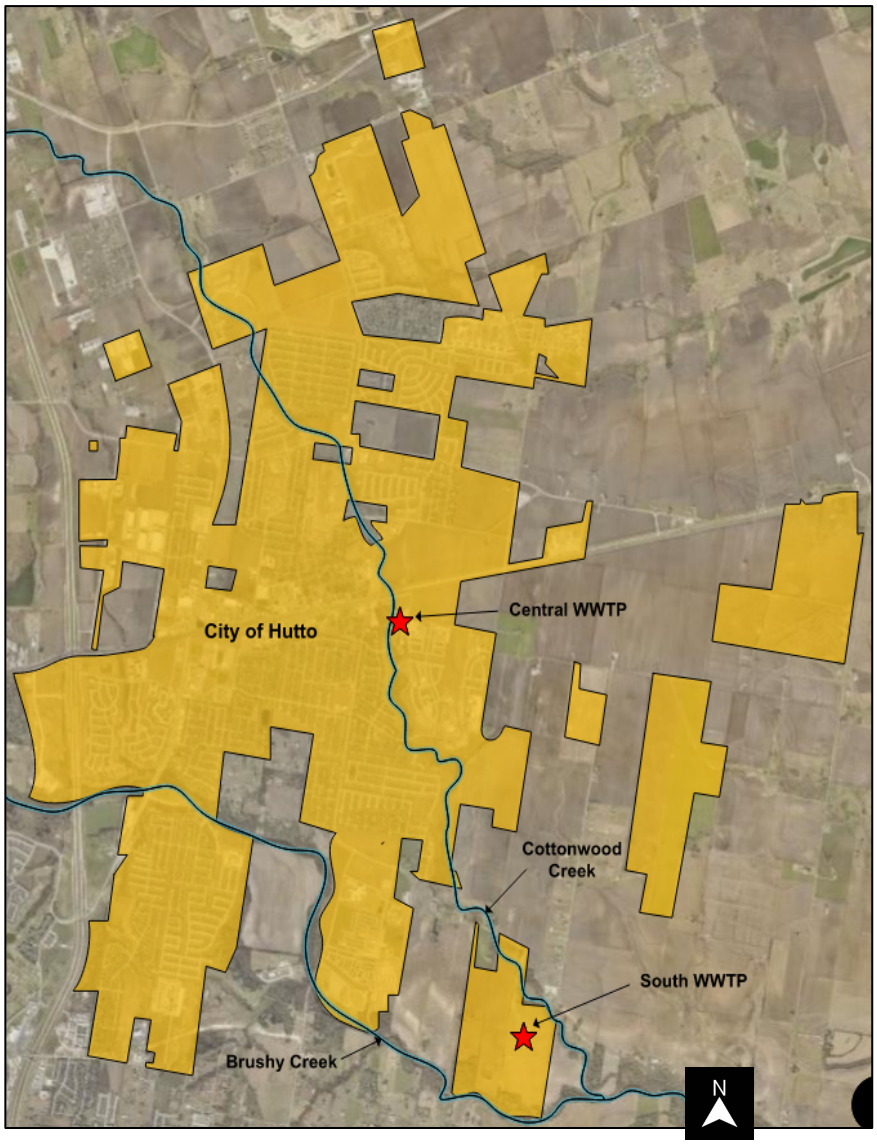


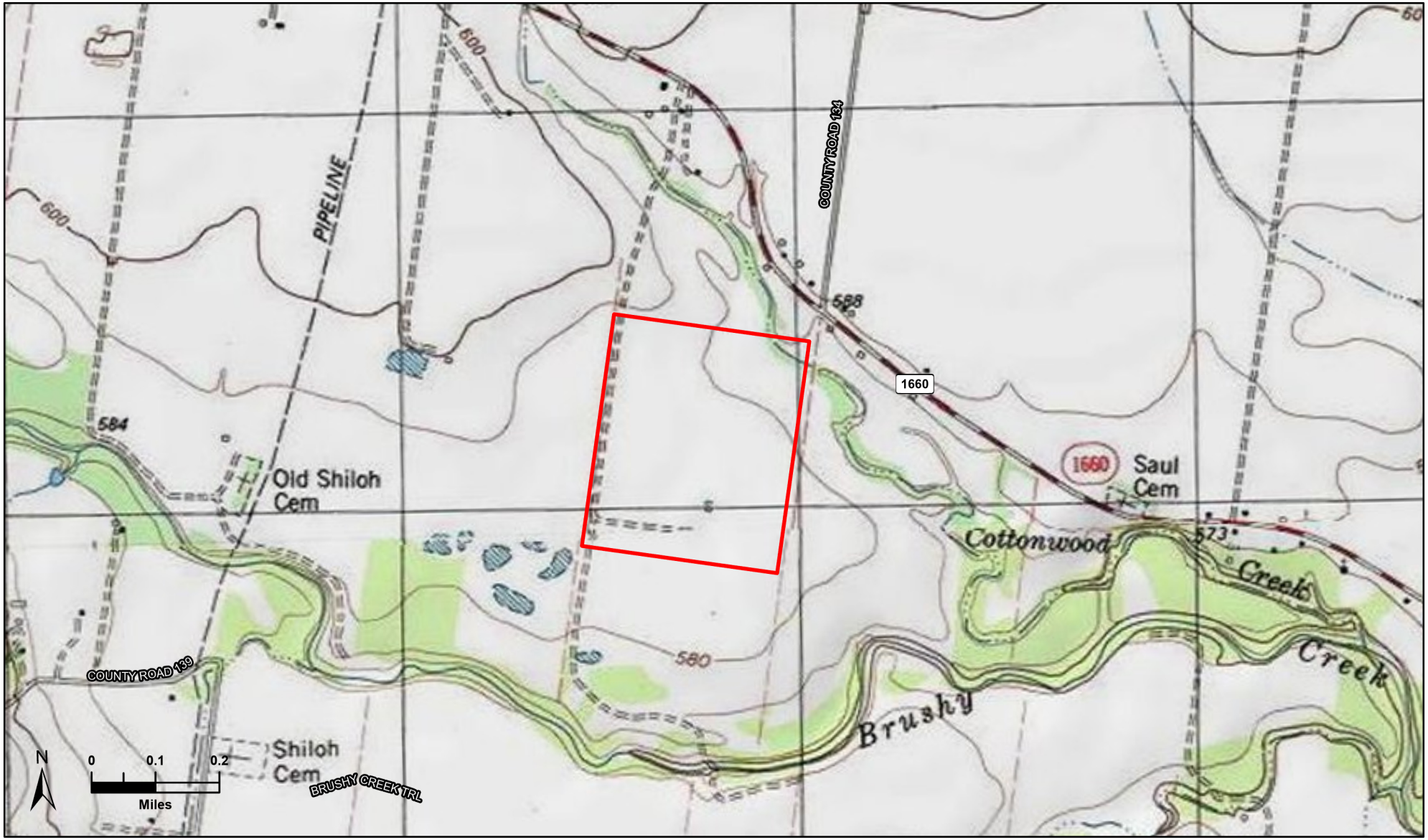
Figure 1-10: South WWTP Vicinity Map

5. Will the Project provide water or habitat for federally listed threatened or endangered species? If so, how?

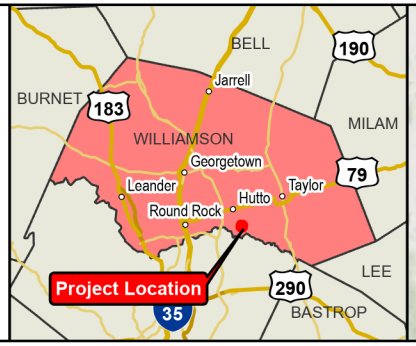
The Information, Planning, and Consultation System (IPaC System) is a tool used by the USFWS to identify federally listed species and their potential habitats in a project's vicinity. As of March 28, 2023, the IPaC data confirms the absence of critical habitats within the proposed Hutto SWWTP project area or within a 0.5-mile radius.

As detailed in Evaluation Criteria 2.1., the Hutto SWWTP project aims to reduce effluent discharge into Brushy Creek by establishing an onsite reclaimed water system, mitigating impacts on the creek. The proposed wastewater treatment processes, including a continuous flow activated sludge process with an anaerobic, anoxic, aerobic (A2O) configuration, tertiary filters, and a UV system, play a crucial role in improving effluent quality discharged into Brushy Creek, essential for preserving the environment and protecting endangered species.

Brushy Creek serves as both a recreational area and a vital ecosystem supporting rare and endangered species. The adjacent floodplain/riparian corridor of Cottonwood Creek and Brushy Creek may provide suitable habitat for species such as the southern crawfish frog, Woodhouse's toad, big brown bat, tricolored bat, eastern spotted skunk, long-tailed weasel, swamp rabbit, slender glass lizard, Texas garter snake, and/or western box turtle. Enhancing effluent quality through these treatment processes minimizes potential adverse impacts on the creek's ecosystem, ensuring the well-being of the endangered species that depend on it. Figure 1-11 shows the Hutto SWWTP topographic overview.



Project Location



CITY OF HUTTO

GARVER

TOPOGRAPHIC OVERVIEW

City of Hutto
South WWTP Expansion

Garver Project No. 22W07145
Williamson County, TX

Figure 1-11: Topographic Overview of Project Location (CATEX Memo)

Evaluation Criterion 3—Economic Benefits

Subcriterion No. 3a—Cost Effectiveness

1. Reclamation will calculate the cost per acre-foot of water produced by the Project using information provided by the Project sponsors. Please provide the following information for this calculation:
   a. The total estimated construction costs, by year, for the Project (include all previous and planned work).

The estimated total construction costs are detailed in Table 1-4. The construction is expected to begin around July 2024 and conclude no later than July 2026.

Table 1-4: Estimated Construction Costs by Year

Calendar Year	Construction Cost
Phase 1 – 2024	$ 66,838,920
Phase 1 – 2025	$ 58,484,055
Phase 1 – 2026	$ 41,774,325

b. The total estimated or actual costs to plan and design the Project. Note: This should not include the cost to complete a feasibility study that meets the requirements of Reclamation's Directives and Standards WTR 11-01.
The estimated cost for planning and designing the project, including Garver preliminary (30%) design, final design, funding and permitting support, supplemental geotechnical services, CMAR collaboration and work packaging, and CMAR pre-construction fee (excluding the feasibility study cost), amounts to $31,432,511.

c. The estimated expected average annual operation and maintenance costs for the life of the Project. Please do not include periodic replacement costs in the operation and maintenance costs. Periodic replacement costs should be provided separately in response to (f) below. Note: this is an annual cost—not total cost.
The projected annual operation and maintenance (O&M) expenses for each facility, including electrical, labor, chemical, and disposal costs, total $3,030,086. A detailed breakdown of these expenses can be found in the City of Hutto Water Reclamation and Reuse feasibility study.

d. The year the Project will begin to deliver reclaimed water.
The Project will begin delivering reclaimed water in 2026.

e. The projected life (in years) that the Project is expected to last. Note: this should be measured from the time the Project starts delivering water.

The design and equipment employed for the Project's Phase 1 expansion to 6 MGD will be brand new and anticipated to have a service life of at least 20 years from their installation date. During this 20-year period, future expansions are planned and will take place until complete in 2039 as indicated in Figure 1-5. The project is designed to accommodate future expansions, ultimately reaching a final capacity of 15.5 MGD, which is projected to continue in service with no issues. The expansion plan aligns with the guidelines outlined in the City's 2022 WWMP (Reference A. City of Hutto 2022 Wastewater Master Plan)

f. All estimated replacement costs by year as shown in Table 5. If there are multiple replacement costs in one year, or at the same interval, please total them and put them on one line with the year or interval.

All the equipment involved in this project will be installed with brand new equipment, and it is not anticipated for a complete removal and replacement of any major equipment such as screens, grit washer/compactors, etc. within the first 20-year period. However, there may be occasional replacements of smaller components that are within the large equipment, and these replacements are factored into the equipment cost. The most substantial replacement expenses are expected to occur during "pump rebuilds", "filter replacements" and "centrifuge rotating assembly rotations," which are scheduled every 5 years and will be reflected in the payment schedule mentioned in Table 1-5.

Table 1-5: Estimated Replacement Costs per Year

Year	Cost
2031	$360,430
2036	$263,071
2041	$192,010
2046	$140,145

g. The maximum volume of water (in acre-feet) that will be produced annually upon completion of the Project. This volume of water must correspond to the costs provided above. If costs are only provided for a portion or phase of the project, then only the water produced by that same portion or phase of the project will be considered under this criterion.

The proposed Phase 1 expansion aims to produce 6,720 acre-feet of treated wastewater annually (equivalent to 6 MGD), in line with the previously mentioned expansion costs. A total of 6,272 AFY (5.6 MGD) of the treated effluent will be utilized within the City and by industrial users as reclaimed water for non-potable purposes, as specified in Evaluation Criteria 1. The remaining 447 AFY (0.4 MGD) will be released to Brushy Creek.

2. Reclamation will calculate the cost per acre-foot for the Title XVI Project using the information requested in Question No. 1 and compare it to the non-reclaimed water alternative, and any other water supply options that the applicant identifies to evaluate the cost effectiveness of the Project. Please provide the following information for this comparison:

   a. A description of the conditions that exist in the area and projections of the future with, and without, the Project.

   The City relies on groundwater wells and wholesale agreements with the City of Taylor and Manville WSC for its water needs, with a total peak capacity of 4.05 million gallons per day (MGD). However, challenges arise due to expiring contracts and constraints on new agreements. The city is exploring regional groundwater projects, including a 4-mile pipeline and additional wells for short-term relief. In the long term, a more extensive 30-mile transmission line aims to provide 12 MGD. These projects pose challenges like high costs and potential access limitations during droughts. Recognizing these challenges, the city emphasizes the importance of developing self-owned water supplies for future reliability.

   The City's 2022 WMP (Reference B. City of Hutto 2022 Water Master Plan) highlights the increase in water demand, potentially exceeding supply as early as 2024, with demand peaking at over 26 MGD by 2047, diminishing reliable supplies and climate change impacts from severe droughts and extended peak seasons.

   b. Provide the cost per acre-foot of other water supply alternatives that could be implemented by the non-Federal Project sponsor in lieu of the Project. This must include, but is not limited to, one non-reclaimed water alternative that would satisfy the same demand as the Project. Other water supply alternatives beyond one non-reclaimed water alternative are not required but may be provided where available to demonstrate the cost effectiveness of the Project.

   Freese & Nichols, Inc. (FNI) conducted a water supply evaluation in March of 2023, which reviewed additional water supply alternatives that could be implemented. The alternatives and their cost per acre-foot are listed in Table 1-6.

Table 1-6: Potential Water Supply Alternatives (2023 FNI Water Supply Evaluation)

Alternative Name	Cost per acre-foot ($)
Temporary Expansion of Existing Wholesaler	1,200-1,300
Existing small regional groundwater project	>3,000
Future small regional groundwater project	1,700-2,000
Future large regional groundwater project	1,500-1,700
Project WilCo	>2,000

FNI made three recommendations, which included a recommendation for near, intermediate, and long-term alternatives, which were a temporary expansion of existing wholesale provider, a future small regional groundwater project, and a future large regional groundwater project respectively. The pursuit of a future small/large regional groundwater project is a resiliency building option because of the long-term benefits and reliability of the project.

c. Also, if available, provide the cost per acre foot of one water supply project with similar characteristics to the Project. This information does not have to be provided if it is not available. It is intended to provide another possible comparison to demonstrate the cost effectiveness of the Project.

While there isn't a precise project example perfectly aligning for a direct comparison in support of this inquiry, the Pflugerville Wilbarger Regional Wastewater Treatment Facility (Wilbarger RWWTF) closely resembles the Hutto SWWTP Reclaimed Water Upgrades and Expansion. The primary similarity enabling a direct comparison is the initial 6 MGD Phase 1 expansion, specifically designed to meet TCEQ Type 1 reclaimed water requirements. Both facilities are primarily designed for wastewater treatment, and with the incorporation of tertiary filters and a non-potable system, they efficiently address wastewater treatment and reclaimed water production within the same budget respectively. When evaluating cost-effectiveness, the expenses associated with additional treatment needed for Type 1 reclaimed water production from treated effluent are considered.

The Wilbarger RWWTF project is projected at $1,019 per AFY. In contrast, the proposed Hutto SWWTP project demonstrates greater cost-effectiveness at $506 per AFY. This comparison highlights the cost-efficiency of the Hutto project in the production of reclaimed water. Table 1-7 provides a comprehensive overview of the facility costs that pertain to implementing a Type 1 reuse facility at each plant. In addition to its cost-effectiveness, the project is a necessary and reliable solution. The City urgently requires a treatment plant, and this project efficiently addresses both wastewater treatment and the production of reclaimed water within the same budget.

Table 1-7: Phase 1 Comparison between Wilbarger RWWTF and Hutto SWWTP

	Pflugerville Wilbarger RWWTF	Hutto SWWTP
Total Cost of Reclaimed Water System*	$8,221,000	$4,086,596
Cost per AFY	$1,019	$506

**Includes incorporation of tertiary filters and a non-potable water system to the proposed WWTP treatment process to be able to produce Type 1 reclaimed water.*

d. Discussion of the degree to which the Project is cost-effective. Where applicable, include a discussion of why the Project may be cost effective even if the overall Project cost appears to be high.
The proposed project is cost-effective for the following reasons:

1. The project can be built within a few years, swiftly reducing City's potable water demand. The cost of imported water is rising. This dependence on imported water and a lack of local control over its cost makes City's water supply vulnerable to water shortages, droughts, climate change and natural disasters. The proposed project will help solve City's water challenges by enhancing the City's water supply.
2. Secondly, it faces fewer regulatory obstacles, demands lower initial expenses, and can be put into action much faster compared to the other options outlined in City of Hutto Water Reclamation and Reuse Feasibility Study.
3. In addition to its cost-effectiveness, the project is a necessary and reliable solution. The City urgently requires a treatment plant, and this project efficiently addresses both wastewater treatment and the production of reclaimed water within the same budget.

Subcriterion No. 3b—Economic Analysis and Project Benefits

1. Summarize the economic analysis performed for the Project, including information on the Project's estimated benefits and costs. Describe the methodologies used for the analysis that has been conducted. Points will be awarded based on a comparison of the benefits and costs of the Project. The information provided should include:

a. Quantified and monetized Project costs, including capital costs and operations and maintenance costs.
The capital cost and the operations and maintenance cost are $198,601,695, and $3,030,086, respectively. The total project costs, including both capital and operations and maintenance costs, is $201,631,781.

b. Quantified and monetized Project benefits. This includes benefits that can be quantified and expressed as a monetized benefit per acre-foot. These may include, but are not limited to, benefits related to water supply quantity and water supply reliability, recreational benefits, ecosystem benefits, water quality, energy efficiency, and environmental compliance and permitting. Benefits may also include the avoided costs of no action (i.e., the costs that would be incurred if the Project were not implemented), and the willingness of users or customers to pay for a benefit or to avoid a negative outcome (e.g., the willingness of households to pay for a water supply system that would reduce groundwater overdraft). If quantified and/or monetized information for these benefits is not available, they may be addressed in response to question two below.
With existing sources declining due to factors like population growth and potential climate shifts, the need for additional potable water is urgent for the City. The major benefit of the project is that it is designed and sized to supplement the existing potable

water supply demands by providing Type 1 reclaimed water suitable for non-potable applications by conserving available freshwater resources. The proposed project offers numerous environmental, social, and economic benefits, including serving as an additional source of potable water supply, support for growth, reducing wastewater discharge, enhancing open spaces, improving water supply reliability, providing drought resilience, and promoting water conservation. While many of these benefits are challenging to quantify, Table 1-8 presents quantified and monetized benefit-cost analysis for the proposed project.

Table 1-8: Quantified and Monetized Benefit Cost Analysis

Benefit Cost Analysis Parameter	Cost	Quantity	Total
Cost per Year			
Revenue Generation*	$2.48/thousand gallons	2,044,000 thousand gallons/year***	$1,991,440 /year
Reduced Purchased Water*	$8.76/thousand gallons	2,044,000 thousand gallons/year***	$7,034,280 /year
		Total per year:	**$9,025,720**
One Time Cost			
Mental Stress & Anxiety**	$2,443/person	75,000 people	$183,225,000
Offset Water Treatment Plant Construction Cost	$6/gallon****	6.0 MGD	$36,000,000
		Total one-time cost:	**$219,225,000**
		Total Combined:	**$228,250,720**

*These values were taken from the Texas reclaimed water provider fees table in the BOR feasibility Report.

**This value was used from a FEMA Benefit Cost analysis. https://www.fema.gov/grants/tools/benefit-cost-analysis

***The City is currently purchasing 4.05 MGD from The City of Taylor and Manville Water Supply Corporation

****Value is based on Garver's past project experience

c. A comparison of the Project's quantified and monetized benefits and costs.

The comprehensive evaluation of the project reveals a compelling financial picture, where the monetized benefits, listed in Table 1-8, clearly outweigh the overall project costs ($201,631,781) as mentioned in Sub criterion No. 3b.a.

The proposed project excels in conserving potable water, diminishing dependence on purchased groundwater, and reducing treatment expenses. The strategic use of existing and proposed WWTP infrastructure, instead of constructing new facilities to offset potable water needs for non-potable purposes, significantly adds to cost savings, supporting the project's long-term feasibility. Moreover, revenue generated from selling

reclaimed water surpasses distribution costs, providing an additional economic advantage. Furthermore, while challenging to quantify monetarily, the positive impact on mental health and community well-being is an additional benefit, contributing to the project's overall feasibility. In summary, the project not only makes financial sense but also stands out as an assertive and sustainable solution for the long term.

2. Some Project benefits may be difficult to quantify and/or monetize. Describe any economic benefits of the Project that are difficult to quantify and/or monetize. Provide a qualitative discussion of the economic impact of these benefits. Points will be awarded based on the potential economic impact of the Project-related benefits. Some examples of benefits may include, but are not limited to, acres of land or stream miles that may be benefitted or not harmed, benefits to habitat or species, flood risk mitigation, local impacts on residents and/or businesses, job creation, and regional impacts. This may also include benefits listed in question 1, if they have not been monetized (e.g., water reliability, water quality, and recreation).

The rapidly growing Central Texas region faces water supply challenges due to increasing residential, commercial, and industrial growth. The Brazos River Authority (BRA), responsible for water supply in Williamson County, has exhausted its current water sources, leading many municipalities to seek alternative water supplies to meet growing demands amid drought and environmental challenges. The City is one such municipality that can no longer rely on existing water sources and must secure a sustainable, drought-tolerant water supply. Diversifying its water supply is crucial for the city's long-term sustainability and economic development, reducing the risk of distribution failures and overdependence on a single source. Reclaimed water, along with other project alternatives, offers additional resources to enhance the city's water resilience and reduce reliance on potable water. This diversification can lead to local benefits by saving potable water resources. The Hutto SWWTP's expansion and upgrades will allow the city to offset potable water demand with reclaimed water, prepare for future direct potable reuse, and provide a buffer as additional potable water supplies come online.

At present, the monetization of the amount of reclaimed water used per person per day is not feasible as it will be utilized as per the entities' specific requirements. The facility is designed to produce 5.6 MGD of reclaimed water in Phase 1 at the Hutto SWWTP, alleviating the daily demand for potable water used for non-potable purposes.

Additionally, the proposed SWWTP expansion offers the following benefits:

1. Social Benefits:
    a. Water Security/Drought Resilience: Reclaimed water diversifies the water supply, ensuring a more reliable source during droughts and peak demand periods.
    b. Health and Safety: Reduced reliance on over-pumped groundwater sources leads to fewer environmental and health risks associated with depleting aquifers.
    c. Quality of Life: Consistent water availability supports a higher quality of life for residents, including maintaining green spaces, recreational areas, and thriving ecosystems.

2. Economic Benefits:
    a. Cost Savings: Using reclaimed water for non-potable purposes, such as irrigation and industrial processes, reduces the demand on potable water, leading to cost savings for the City.
    b. Economic Growth: Reliable water supply encourages economic development, attracts businesses, and stimulates job creation, driving economic growth within the City.
    c. Property Values: Maintaining green spaces and scenic areas supported by reclaimed water can enhance property values and the local economy.
3. Environmental Benefits:
    a. Freshwater Conservation: Reclaimed water conserves freshwater resources, safeguarding local aquifers and natural water bodies.
    b. Ecosystem Preservation: Maintaining the health of creeks and water bodies through reduced effluent discharge benefits local ecosystems and wildlife.
    c. Sustainability: Implementing sustainable water practices aligns with environmental conservation goals and promotes ecological health.

Having a reclaimed water system provides a multifaceted approach to water resource management, offering numerous advantages for a City's sustainability and resilience.

Evaluation Criterion 4— Presidential and Department of the Interior Priorities

Climate Change - Points will be awarded based on the extent the project will reduce climate pollution; increase resilience to the impacts of climate change; protect public health; and conserve our lands, waters, oceans, and biodiversity. Address as relevant to your project.

Combating the Climate Crises: E.O. 14008: Tackling the Climate Crisis at Home and Abroad, focuses on increasing resilience to climate change and supporting climate-resilient development. For additional information on the impacts of climate change throughout the western United States, see: www.usbr.gov/climate/secure/docs/2021secure/2021SECUREReport.pdf. Please describe how the project will address climate change, including the following:

- Please provide specific details and examples on how the project will address the impacts of climate change and help combat the climate crisis.
  In the context of climate change, specifically replacing the existing belt filter press technology with centrifuges as the biosolids treatment method at the Hutto SWWTP brings several climate benefits. Centrifuges provide a notable advantage by producing biosolid cakes that are approximately 30% drier compared to those generated by belt filter press technology. This reduction in moisture content contributes to a decreased cost of solids disposal per MGD. The efficiency of centrifuges results in a significant reduction in the number of trips needed for landfill or compost disposal, leading to lower transportation requirements. As a positive consequence, this reduction in transportation needs helps lower greenhouse gas emissions associated with the transportation and

disposal of biosolids. Switching to centrifuges enhances sustainability and aligns with climate efforts by reducing emissions and adopting an eco-friendly waste management approach. Furthermore, the addition of centrifuges will result in reduced electricity consumption and increased efficiency while minimizing waste generation.

- Does this proposed project strengthen water supply sustainability to increase resilience to climate change? Does the proposed project contribute to climate change resiliency in other ways not described above?
  Overall, yes, the proposed project does strengthen water supply sustainability and increase resilience to climate change. By diversifying the water supply with reclaimed water and reducing the reliance on groundwater sources, the project enhances the City's ability to adapt to changing climate conditions, including prolonged droughts and increased water demand during extreme weather events. Additionally, the project contributes to climate change resiliency by reducing energy and resource consumption associated with water treatment, as reclaimed water typically requires less treatment compared to sourcing and treating potable water. This efficiency aligns with broader climate change mitigation and sustainability efforts.

Disadvantaged or Underserved Communities – Points will be awarded based on the extent to which the project directly serves disadvantaged, underserved, or Tribal communities. E.O. 14008 and E.O. 13985 affirm the advancement of environmental justice and equity for all through the development and funding of programs to invest in disadvantaged or underserved communities.

- Please use the White House Council on Environmental Quality's interactive Climate and Economic Justice Screening Tool (screeningtool.geoplatform.gov/en/#17.59/36.63278/-105.181329) to identify any disadvantaged communities that will benefit from your project. Economic Justice Screening Tool, available online at Explore the map – Climate & If applicable, describe how the project benefits those disadvantaged or underserved communities identified using the tool. For example, does the project improve water quality, provide economic growth opportunities, improve or expand public access to nature, or provide other benefits in a disadvantaged or underserved community?
  No, the project won't supply Type 1 reclaimed water or benefit to identified economically disadvantaged and non-economically disadvantaged communities.

Tribal Benefits – Points will be awarded based on the extent to which the Project will honor the Federal government's commitments to Tribal Nations.

- Does the proposed project directly serve and/or benefit a Tribe? Will the project improve water management for a Tribe?
  No.

- Does the proposed project support Tribal resilience to climate change and drought impacts or provide other Tribal benefits such as improved public health and safety by addressing water quality, new water supplies, or economic growth opportunities?

No.

- Does the proposed project support Reclamation's Tribal trust responsibilities or a Reclamation activity with a Tribe?
  No.

Evaluation Criterion 5—Reclamation's Obligations and Watershed Perspective

Subcriterion No. 5a— Reclamation's Legal and Contractual Water Supply Obligations

Explain how the Project relates to Reclamation's mission and/or serves a Federal interest. Does the Project help fulfill any of Reclamation's legal or contractual obligations such as providing water for Indian Tribes, water right settlements, river restoration, minimum flows, legal court orders, or other obligations? If so, explain.

The project aligns with Reclamation's mission and serves a federal interest in multiple ways.

- Firstly, it contributes to the efficient and sustainable management of water resources, which is a key aspect of Reclamation's mission. By expanding the SWWTP and establishing a reclaimed water system, the project helps address the increasing water demands associated with population growth in Central Texas, contributing to the responsible and efficient use of water resources.

- Secondly, the project may help fulfill legal and contractual obligations related to water rights and water supply agreements by providing an alternative and sustainable source of water with reclaimed water for various non-residential and industrial applications, supporting industrial growth in the semiconductor manufacturing sector, which is an identified national priority.

- Additionally, the project supports environmental sustainability and ecosystem health. It reduces the reliance on over-pumped groundwater sources, which can have adverse environmental impacts, and it reduces effluent discharge into natural water bodies. This contributes to river restoration, maintains minimum flows in water bodies, and helps fulfill broader legal and environmental obligations related to water quality and ecosystem preservation.

These combined elements underline the project's significance and its alignment with broader federal interests.

Subcriterion No. 5b— Watershed Perspective

A watershed perspective generally means an approach to planning directed at meeting the needs of geographically dispersed localities across a region or a watershed that will take advantage of economies of scale and foster opportunities for partnerships. This approach also takes into account the interconnectedness of water and land resources, encourages the active

participation of all interested groups, and uses the full spectrum of technical disciplines in activities and decision making. Does the Project:

1. Implement or relate to a regional or state water plan or an integrated resource management plan? Explain.
   The project aligns with both the EPA Region 6 and the City's 2022 Wastewater and Water Master Plans, emphasizing the broader regional benefits of water resource sustainability and resilience. The project's role in reducing the demand for purchased water and creating a secondary potable water source not only benefits the local area but also contributes to the overall water resource management and sustainability objectives of the broader region. This demonstrates the project's regional significance and alignment with federal interests.

2. Help meet the water supply needs of a large geographic area, region, or watershed: Explain.
   Yes, the project helps meet the water supply needs of a large geographic area, addressing the growing water demand and resource challenges in Central Texas, and the Brazos River Authority (BRA) service region. Central Texas is experiencing significant growth, affecting multiple counties and municipalities which includes the City of Hutto, City of Taylor, their extraterritorial jurisdiction (ETJ) areas. The BRA, serving Williamson County, is nearing the depletion of its existing surface and groundwater resources and can't provide new supply contracts to meet the region's needs.

   The project benefits the broader area by creating an additional, sustainable potable water source and reducing the strain on existing water supplies. It offers reclaimed water for non-potable uses, preserving potable water for essential needs. This water source diversification enhances water security for the region, particularly in the face of challenges like drought, serving a large and interconnected watershed.

3. Promote collaborative partnerships with multiple stakeholders representing diverse interests: Explain.
   The project presents an excellent opportunity for regional collaboration. The City of Hutto, as the facility owner, intends to utilize treated effluent for reclaimed water purposes, potentially attracting neighboring agencies like Jonah SUD, Manville WSC, and the City of Taylor as customers for Hutto's reclaimed water system. Hutto's extensive wastewater Certificate of Convenience and Necessity (CCN) allows Jonah SUD and Manville WSC, which are within the wastewater CCN, to send their wastewater for treatment at the facility. This collaboration not only addresses wastewater needs but also supports Hutto's water CCN. The active involvement of the City of Taylor and Manville WSC, suppliers of potable water to Hutto, in wastewater projects fosters a collaborative regional spirit, encouraging a collective approach to resource management and enhancing overall efficiency and resilience in the region's water systems.

4. Include public outreach and opportunities for the public to learn about the project? Explain.
   Yes, this project will include significant public outreach and education components. The need for education and information sharing with the public throughout planning, design, and

construction of the project is critical for raising community awareness about the safety and benefits of reclaimed water, ensuring transparency, and providing a platform for public to learn about the project and provide their input to avoid potential pushback. It can address concerns, comply with regulations, encourage responsible water use, and prepare the community for emergencies. Public outreach and education will be facilitated through open meetings, recorded webinars accessible on a project website, informative pamphlets in English and Spanish explaining Type 1 reclaimed water and its applications, and innovative approaches like leveraging social media. A comprehensive communication/education plan will be integrated into the project implementation to spread information effectively through various formats, including those mentioned above.

2. Project Budget

The total project cost is the sum of all allowable items of costs, including all required cost sharing and voluntary committed cost sharing, including third-party contributions, that are necessary to complete the project. *Please include the following Table to summarize all funding sources. Denote in-kind contributions with an asterisk (*).*

The total project cost is displayed below, and the detailed breakdown of how the cost will be allocated among funding sources is provided. Table 2-1 displays the federal and non-federal funding sources and the subtotals for each of those categories. Additionally, in Table 2-2 the costs are broken down into the expected funding sources that will make up the total project cost of $198 Million.

Table 2-1: Summary of Non-Federal and Federal Funding Sources

Funding Sources	Amount
Non-Federal Entities	
1. Revenue-backed bonds issued by the City	$71,286,864
2. WIFIA Loan[1]	$97,314,831
Non-Federal Subtotal	**$168,601,695**
Federal Entities	
1. Requested Reclamation Funding	$30,000,000
Federal Subtotal	**$30,000,000**
Total Project Cost	**$198,601,695**

[1]WIFIA loan funds have not yet been awarded. If the full amount is not awarded other grant or loan programs will be pursued.

Table 2-2: Total Project Cost Summary

Summary			
6. Budget Object Category	**Total Cost**		
a. Personnel	$0		
b. Fringe Benefits	$0		
c. Travel	$0		
d. Equipment	$0		
e. Supplies	$0		
f. Contractual	$15,290,505		
g. Construction	$183,311,190		
h. Other Direct Costs	$0		
i. Total Direct Costs	$198,601,695	**Federal Estimated Amount**	**Non-Federal Estimated Amount**
i. Indirect Charges	$0		
Total Costs	$198,601,695	$30,000,000	$168,601,695
	Cost Share Percentage	15%	85%

Submission of a budget narrative is mandatory. The budget narrative provides detailed information on the items included in the budget Object Class Categories on the SF-424A or Cost Classification categories identified on the SF-424C. The budget narrative must clearly identify all items of cost (total estimated project cost), including those that will be contributed as non-Federal cost share by the applicant (required and voluntary), third-party in-kind contributions, and those that will be covered using the funding requested from Reclamation, and any requested pre-award costs.

The budget narrative provided outlines the estimated allocation of expenses among various categories, involving travel, equipment, supplies, contractual, and construction costs. No personnel or fringe benefits costs are anticipated for this project. The costs associated with travel, equipment, and supplies are integral to the project's successful execution and have been incorporated into the construction costs.

Contractual costs are expected to cover the services provided by Garver, a consulting and engineering firm engaged for planning, design, construction administration, inspection, and field services. The anticipated average rate for engineering consultants with expertise in this field is $243/hr., ranging from staff levels E-1 to E-6 (~$132/hr. to ~$324/hr.). It is estimated that approximately 60,000 manhours will be needed to complete the project. The contractual work is envisioned to be executed on a lump sum basis, with the total contract cost divided into six main tasks: preliminary design, final design, CMAR collaboration and work packaging, funding support, construction administration, and construction inspection and field services, including supplemental geotechnical services.

The construction costs of the project involve costs for site civil, headworks, treatment equipment, electrical and SCADA, CMAR fee, preconstruction fee, and escalation until the midpoint of construction (2 years at 6%). Concurrently, the City is actively pursuing the EPA's WIFIA Loan Program to secure support for the total project cost, although it has not yet been awarded. If the full amount is not awarded other grant or loan programs will be pursued. Hence, no other federal funding is being considered in the estimation, apart from Reclamation funding for this project.

State or Federal funding assistance is requested for the proposed project.

Section 2.1 - Letters of Funding Commitment

If a project is selected for award under this funding opportunity and cost share funding is anticipated to be provided by a source other than the applicant, the third-party cost share must be supported with letters of commitment prior to award. Letters of commitment should identify the following elements:

- The amount of funding commitment
- The date of funds will be available to the applicant
- Any time constraints on the availability of funds
- Any other contingencies associated with the funding commitment

Cost-share funding from sources outside the applicant's organization (e.g., loans or State grants) should be secured and available to the applicant prior to award.
Appendix A includes a letter of funding commitment from City's Finance Department supporting the Project.

Section 2.2 – Financial Capability Determination

If selected, applicants must provide information to complete a Financial Capability Determination prior to Reclamation releasing Federal funding for construction activities. The project sponsor must demonstrate that it is financially capable of funding the non-Federal portion of project construction costs and all necessary project operation, maintenance, and replacement costs, pursuant to Reclamation's Directives and Standards WTR 11-02, Title XVI Financial Capability Determination Process.

3. Environmental and Cultural Resources Compliance

To allow Reclamation to assess the probable environmental and cultural resources impacts and costs associated with each application, all applicants must respond to the following list of questions focusing on the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and Endangered Species Act (ESA) requirements. Please answer the following questions to the best of your knowledge. If any question is not applicable to the Project, please explain why. The application should include the answers to:

1. Will the proposed Project impact the surrounding environment (e.g., soil [dust], air, water [quality and quantity], animal habitat)? Please briefly describe all earth-disturbing work and any work that will affect the air, water, or animal habitat in the Project area. Please also explain the impacts of such work on the surrounding environment and any steps that could be taken to minimize the impacts.
   The proposed project area is in a rural fringe next to a suburban area. The existing treatment plant property consists of well-maintained grassy areas. Surrounding land uses include vacant fields, agricultural land, and some single-family homes along CR-134. The expansion project is not expected to significantly impact land use in the proposed project area.

   Key environmental aspects in the proposed project area:
   - Rare, Threatened, & Endangered Species: No critical habitat for federally listed species is found within or near the project area. Suitable habitat for these species is not identified, and no impacts on species' habitats are expected. Coordination with wildlife agencies has been conducted.
   - Section 106; Historical and Archeological Resources: Previous archeological studies cover the entire proposed site, and no disturbances to identified archeological sites are anticipated during construction or operation. There are no National Register of Historic Places (NRHP)-listed sites nearby.
   - Water Resources: Cottonwood Creek and Brushy Creek, both streams, are located near the project but will not be impacted. Wetlands were not observed in or near the study area. Proposed pipelines may intersect the FEMA 100-year floodplain for Cottonwood Creek, but impacts are not anticipated as they will be restored to pre-existing conditions after construction.
   - No significant coastal zones, barrier islands, aquifer recharge zones, wild and scenic rivers, or important fish or wildlife habitats are found in or adjacent to the study area.

   Additionally, the Categorical Exclusion Eligibility Evaluation Memo (CATEX) concludes that no permitting or mitigation is expected. Best Management Practices (BMPs) for construction sites, including soil erosion and nesting bird protection, will be employed as needed.

2. Are you aware of any species listed or proposed to be listed as a Federal threatened or endangered species, or designated critical habitat in the Project area? If so, would they be affected by any activities associated with the proposed Project?
   No.

3. Are there wetlands or other surface waters inside the Project boundaries that potentially fall under Clean Water Act (CWA) jurisdiction as “Waters of the United States”? If so, please describe and estimate any impacts the proposed Project may have.
   No.

4. When was the water delivery system constructed?

The original wastewater plant was constructed in 2017. The proposed reclaimed water facility is anticipated to be completed in July 2026.

5. Will the proposed Project result in any modification of or effects to, individual features of an irrigation system (e.g., headgates, canals, or flumes)? If so, state when those features were constructed and describe the nature and timing of any extensive alterations or modifications to those features completed previously.
   No.

6. Are any buildings, structures, or features in the irrigation district listed or eligible for listing on the National Register of Historic Places (NRHP)? A cultural resources specialist at your local Reclamation office or the State Historic Preservation Office can assist in answering this question.
   No.

7. Are there any known archeological sites in the proposed Project area?
   No.

8. Will the proposed Project have a disproportionately high and adverse effect on low income or minority populations?
   No.

9. Will the proposed Project limit access to and ceremonial use of Indian sacred sites or result in other impacts on Tribal lands?
   No.

10. Will the proposed Project contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area?
    No.

4. Required Permits or Approvals

Applicants must state in the application whether any permits or approvals are required and explain the plan for obtaining such permits or approvals.

All the treatment processes for the proposed project are designed to meet the TCEQ Type I reclaimed water requirements, ensuring the suitability of the water for a reclaimed water system. As part of the project, the City has submitted a Type I reclaimed water permit application to TCEQ. Additionally, the City received has a general construction permit from TCEQ.

Note that improvements to Federal facilities that are implemented through any Project awarded funding through this NOFO must comply with additional requirements. The Federal government will continue to hold title to the Federal facility and any improvement that is integral to the existing operations of that facility. Please see P.L. 111-11, Section 9504(a)(3)(B). Reclamation may also require additional reviews and approvals prior to award to ensure that any necessary easements, land use authorizations, or special permits can be approved consistent with the

requirements of 43 CFR §429, and that the development will not impact or impair project operations or efficiency.

5. Overlap or Duplication of Effort Statement

Applicants should provide a statement that addresses if there is any overlap between the proposed project and any other active or anticipated proposals or projects in terms of activities, costs, or commitment of key personnel. If any overlap exists, applicants must provide a description of the overlap in their application for review.

The City of Hutto confirms that there is no overlap or any duplication of efforts between the proposed project and any other active or anticipated proposals or projects in terms of activities, costs, or commitment or key personnel.

Applicants should also state if the proposal submitted for consideration under this program does or does not in any way duplicate any proposal or project that has been or will be submitted for funding consideration to any other potential funding source -whether it be Federal or non-Federal. If such a circumstance exists, applicants must detail when the other duplicative proposal(s) were submitted, to whom (Agency name and Financial Assistance program), and when funding decisions are expected to be announced. If at any time a proposal is awarded funds that would be duplicative of the funding requested from Reclamation, applicants must notify the NOFO point of contact or the Program Coordinator immediately.

Yes, a loan from EPA's WIFIA program has been requested but has not been awarded yet.

The WIFIA Letter of Intent (LOI) was submitted on 10/25/2023, and we expect to receive a response in December 2023. In the event of a WIFIA Loan approval, the anticipated closing is projected to occur 4-6 months after the submission of the final application. For inquiries, Blake Hite, Special Assistant, WIFIA Program, serves as the primary point of contact (Hite.Blake@epa.gov).

6. Conflict of Interest Disclosure Statement

Per 2 CFR 1402.112, "Financial Assistance Interior Regulation" applicants should state in the application if any actual or potential conflict of interest exists at the time of submission. Submission of a conflict-of-interest disclosure or certification statement is mandatory prior to issue of an award.

Section 6.1 – Applicability

This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements. In the procurement of supplies, equipment, construction, and services by recipients and by sub recipients, the conflict-of-interest provisions in 2 CFR 200.318 apply.

Not Applicable

Section 6.2 – Notification

Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass- through entity in accordance with 2 CFR 200.112.

Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The successful applicant is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by sub recipients.

Not Applicable

Section 6.3 – Restrictions on Lobbying

Non-Federal entities are strictly prohibited from using funds under a grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR 18 and 31 USC 1352.

Not Applicable

Section 6.4 – Review Procedures

The Financial Assistance Officer will examine each conflict-of-interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it. Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.339, Remedies for noncompliance, including suspension or debarment.

Not Applicable

7. Uniform Audit Reporting Statement

All U.S. states, local governments, federally recognized Indian Tribal governments, and non-profit organizations expending $750,000 USD or more in Federal award funds in the applicant's fiscal year must submit a Single Audit report for that year through the Federal Audit Clearinghouse's Internet Data Entry System. U.S. state, local government, federally recognized Indian Tribal governments, and non-profit applicants must state if your organization was or was not required to submit a Single Audit report for the most recently closed fiscal year. If your organization was required to submit a Singel Audit report for the most recently closed fiscal year, provide the Employer Identification Number (EIN) associated with that report and state if it is available through the Federal Audit Clearinghouse website.

Not applicable.

8. SF-LLL Disclosure of Lobbying Activities

If applicable, a fully completed and signed SF-LLL: Disclosure of Lobbying Activities form is required if the applicant has made or agreed to make payments to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. *This form cannot be submitted by a contractor or other entity on behalf of an applicant.*

Not applicable.

9. Letters of Support

Please include letters from interested stakeholders supporting the Project. To ensure your proposal is accurately reviewed, please attach all letters of support as an appendix. **Letters of support received after the application deadline for this NOFO will not be considered in the evaluation of the proposal.**

Appendix B includes a letter of support from Brazos River Authority (BRA) supporting the Project.

10. Official Resolution

If selected, the applicant must provide to award an official resolution adopted by the applicant's board of directors or governing body, or, for State government entities, an official authorized to commit the applicant to the financial and legal obligations associated with receipt of a financial assistance award under this NOFO, verifying:

- The identity of the official with legal authority to enter into an agreement
- The board of directors, governing body, or appropriate official who has reviewed and supports the application submitted
- That your organization will work with Reclamation to meet established deadlines for entering into a grant or cooperative agreement

An official resolution meeting the requirements set forth above is mandatory before an award of funding will be made.

The City's draft resolution is included in **Appendix C**. The anticipated date of approval for the resolution is December 2023, and the executed version will be submitted as soon as it is finalized.

11. References

Reference A. City of Hutto 2022 Wastewater Master Plan

https://www.huttotx.gov/DocumentCenter/View/2117/Waste-Water-Master-Plan-December-2022

Reference B. City of Hutto 2022 Water Master Plan

https://www.huttotx.gov/DocumentCenter/View/2116/Water-Master-Plan-December-2022

12. Appendix

Appendix A: Letter of Support

Appendix B: Letter of Funding Commitment

Appendix C: Official Resolution

13. Attachments

Attachment A: Bureau of Reclamation Directives and Standards WTR 11-01, Title XVI Water Reclamation and Reuse Program Feasibility Study

Pages 1-37 will be attached.

Attachment B: The Preliminary Engineering Report

The Table of Contents and Executive Summary will be attached.

Attachment C: Hutto Water Supply Evaluation (Freese and Nichols)

If publicly available the report will be linked, if not the entire report (31 pages) will be attached.

Attachment D: U.S. Department of the Interior – Bureau of Reclamation Categorial Exclusion Eligibility Evaluation Memo

Pages 1-6 will be attached.

AGENDA ITEM REPORT
12.2.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2023-326 authorizing the City Manager to execute an Interlocal Agreement between the City of Hutto and Hutto Independent School District for the land and site development standards and procedures for the construction of HISD educational facilities (Mayor Mike Snyder)
Meeting:	Thursday, December 7, 2023
Department:	Legal /
Staff Contact:	

BACKGROUND INFORMATION:

City of Hutto staff are working with Hutto ISD on responses and revisions to City of Hutto questions and concerns outlined below.

- Staff being afforded 10 business days for review while the ISD has 15 business days – we would prefer to follow our standard process of 15 business days to allow staff adequate time to review the ISD and all other projects in a timely manner.
- Short form platting will be followed – if the tract does not meet the requirement that seems problematic. The platting section then goes onto reference Preliminary and Final plat approval, which would not occur if following the short form code. Also, the city does not have a subdivision code. It is also odd that if the comments are not cleared by the ISD in one round the City Manager and Superintendent meet to resolve the issues. Plats are statutory and even more so now with the new bills introduced regarding platting.
- Fees - should this be updated to all impact fees or does the ISD need to pay TIF? It only calls out utility impact fees.
- I don’t think the sidewalk section is a good idea – why not have them follow the codes and upcoming engineering manual? Granted, the city section will include street trees and setbacks from the pavement, but allowing a different section for the ISD is awkward.
- No fiscal surety is concerning and should be clarified.

SUMMARY OF REQUEST:

STAFF REVIEW:

AGENDA ITEM REPORT
12.2.

FISCAL NOTES:

No fiscal impact from this item. This agreement clarifies the review process and requirements for HISD development.

ATTACHMENTS:

1. 20231130 Hutto Res ILA HISD Land Development standards R-2023-326
2. Exh A Hutto ISD - City of Hutto - ILA Draft 11.30.23

RESOLUTION NO. R-2023-326

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HUTTO AND HUTTO INDEPENDENT SCHOOL DISTRICT FOR THE LAND AND SITE DEVELOPMENT STANDARDS AND PROCEDURES FOR THE CONSTRUCTION OF HISD EDUCATIONAL FACILITIES; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act allow local governments to contract with one another to perform governmental functions and services; and

WHEREAS, the Parties desire to contract with each other for establishing mutually acceptable land and site development standards and procedures for the construction of Hutto ISD's educational facilities; and

WHEREAS, this agreement will provide objectives, standards, and procedures to guide the future development, construction, and expansion of educational facilities of Hutto ISD; and

WHEREAS, entry into this Interlocal Agreement would be mutually beneficial and not detrimental to the Parties.

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 Interlocal 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.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the

7th day of December 2023 on vote of __AYES; ___NAYS; __ABSTENTIONS

City of Hutto, Texas

_____
Mike Snyder, Mayor

ATTEST:

_____
Angela Lewis, City Secretary

Exhibit A

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF HUTTO, TEXAS AND
THE HUTTO INDEPENDENT SCHOOL DISTRICT

This Interlocal Agreement ("Agreement") is entered into pursuant to the Texas Interlocal Cooperation Act, Texas Government Code, Chapter 791 by and between the City of Hutto, Texas (the "City"), a home rule municipality and political subdivision of the State of Texas operating under Texas law, and the Hutto Independent School District ("Hutto ISD"), a public independent school district and political subdivision of the State of Texas. The City and Hutto ISD are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the Zoning Enabling Act of Texas (the "Act") authorizes building and zoning regulation by municipalities, TEX. LOC. GOV'T CODE, Chapter 211; and

WHEREAS, pursuant to the Act, the City has established zoning ordinances and regulations for land use controls and site development in the City of Hutto Unified Development Code ("HUDC"), including for the construction and location of schools; and

WHEREAS, the Act does not expressly grant powers to municipalities to regulate or restrict the location of schools; and

WHEREAS, Article VII, Section 1 of the Texas Constitution directs the Legislature to 'establish ... an efficient system of public free schools,' which the Legislature has delegated, in part, to independent school districts, TEX. EDUC. CODE §11.002; and

WHEREAS, the Legislature has delegated to the boards of trustees of independent school districts the exclusive power and duty to manage and govern the public schools in this State, which includes the necessary powers to acquire real property and the power of eminent domain to acquire property for school purposes, TEX. EDU. CODE §§11.151 (a), (b); §11.115; and

WHEREAS, a portion of the boundaries of Hutto ISD lie within the corporate limits and extraterritorial jurisdiction of the City; and

WHEREAS, the Texas Supreme Court has ruled that cities may not use zoning powers to wholly exclude school facilities from within its boundaries, which are located there by a school district, *Austin Independent School District v. City of Sunset Valley*, 502 S.W.2d 670 (Tex. 1973); and

WHEREAS, Hutto ISD must meet certain construction standards and occupancy deadlines due to state-mandated educational facility requirements and public fiduciary obligations regardless of whether any portion of the boundaries of Hutto ISD lie within the jurisdiction of the City; and

WHEREAS, prudent fiscal management requires Hutto ISD to utilize demographic projections to identify areas where new facilities may be needed in the future and to purchase land ahead of the time it will be needed, may become prohibitively expensive, or unavailable, which responsibility is exclusively vested in the Board of Trustees of the school district, and any impediment to this process serves to raise the cost to the taxpayers of Hutto ISD and the City; and

WHEREAS, the City and Hutto ISD desire to work collaboratively to establish mutually acceptable land and site development standards and procedures for the construction of Hutto ISD's educational facilities, which will provide clarity and reduced costs in the school permitting process while ensuring that the public health, safety and welfare are protected:

NOW THEREFORE; in consideration of the mutual covenants contained herein and pursuant to the Texas Interlocal Cooperation Act, the City and Hutto ISD, acting by and through their respective governing bodies, hereby agree that the future development, construction, and expansion of educational facilities of Hutto ISD within the regulatory jurisdiction of the City shall be conducted in accordance with objectives, standards, and procedures set forth in this Agreement.

I. GOALS/PURPOSE

The Parties agree that the following Goals and Purposes are shared governmental objectives of the Parties, each of which are sovereign local governmental entities:

1. Establish consistent land development standards for school site development with the corporate limits and extraterritorial jurisdiction of the City.

2. Establish clear review procedures and review periods for educational facilities constructed by Hutto ISD within the City's corporate limits or extraterritorial jurisdiction.

3. Provide cost-effective educational facilities as well as provide safety to the citizens and children of Hutto ISD and the City.

4. To the greatest extent possible, minimize site review fees and review periods.

5. Establish regular, effective communication and maintain a professional cooperative working relationship between Hutto ISD and the City with the goal of enhancing public education.

II. ACKNOWLEDGMENT OF THE CONSTITUTIONAL AND STATUTORY ROLES OF EACH RESPECTIVE GOVERNMENTAL ENTITY

The Parties acknowledge that the City is a home rule charter city with the powers of a municipality as permitted by the Constitution of Texas and by the laws of the state of Texas. Hutto ISD is charged with the provision of efficient public free schools as required by Section 1, Article VII of the Constitution of Texas and delegated by the Legislature of the State of Texas. Each entity has a governmental role which is separate, yet complementary in providing for the needs of the Hutto Community. The City and Hutto ISD agree to conduct business between the City and Hutto ISD through face-to-face, written or electronic, official communications, voice, or video calls, or for minor matters, such as scheduling, text messages. Both parties agree to confine public comments to the business of the respective entities they govern and to respect the constitutional and statutory roles of the respective Parties.

Accordingly, the Parties have agreed to cooperate in the following respects:

III. SITE SELECTION PROCESS

To the extent feasible, Hutto ISD and the City will identify potential future school sites as part of prudent, long-range planning. As has been a recent practice, as the City discusses development projects or accepts development applications from owners or developers of land in the immediate vicinity of an identified

potential school site, the City will request that the owner or developer meet with representatives of Hutto ISD to discuss development plans with the hopes of locking in school site set-asides.

Optimally, Hutto ISD standards for school sites are as follows:

- Elementary (capacity to serve 850 students, PK-5) = 20 acres
- Middle School (capacity to serve 1,200 students, grades 6-8) = 40 acres
- High School (capacity to serve 2,400 students, grades 9-12) = 100 acres

Hutto ISD and the City will regularly communicate to discuss applicable site selection and development issues/concerns prior to Hutto ISD finalizing property acquisition. More importantly, Hutto ISD and the City should work jointly to make the site and/or expansion of a proposed educational facility operationally safe and cost effective.

The City agrees that any information disclosed to the City with respect to real estate identification or purchase as a part of this collaborative process is highly confidential and shall not be disclosed, interfered with or impeded in any manner.

IV. PREDEVELOPMENT, DEVELOPMENT AND BUILDING PERMIT PROCEDURES

(a) Predevelopment Meeting. Representatives of Hutto ISD and the City, including any professionals engaged by either party, or their designees, shall meet at least 45 working days prior to Hutto ISD's submittal of any school site development permit application.

Consideration should be given to various development issues, including:

1) driveway locations

2) school zone limits

3) potential deviations from the standards of development ordinances and rules

4) potential off-site improvements required and responsibilities to provide such improvements

5) processing concurrent applications to facilitate efficient and expeditious development.

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Once the City and Hutto ISD agree on development regulations applicable to a particular permit application, the development issues shall be put in written form and submitted as part of Hutto ISD's development application(s) so that Hutto ISD develops a site in accordance with the development code requirements that are required by law as related to health, safety and those that are mutually agreed to by the City and Hutto ISD at the predevelopment meeting.

Hutto ISD will provide schematic concepts/plans/renderings of a proposed site development to the City at the predevelopment meeting. These concepts will be reviewed to allow discussions on the general layout and articulation of the project to the site. It is anticipated that the City will make certain recommendations and/or provide guidance and input as to school site zoning that is residential and then under the provisions of the Specific Use Permit ("SUP") process. It is the intent of both the City and Hutto ISD to seek timely, fiscally prudent, flexible and reasonable solutions throughout the SUP process that will support and not unreasonably impede the education mission of Hutto ISD.

(b) **Platting.** Hutto ISD shall comply with the City's Short Form Subdivision Code unless reasonable deviations are considered and approved by the City in writing. The City should notify Hutto ISD within 10 working days of submittal and indicate any application deficiencies. The City agrees to review all subdivision applications within 15 working days.

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After Hutto ISD's receipt of written comments from the City, Hutto ISD shall submit written responses to the City's comments within 15 working days. In the event all such comments indicate that additional matters remain unresolved, the City Manager and Hutto ISD's Superintendent, and/or their representatives shall meet to resolve the remaining issues preventing approval.

A Preliminary Plat and Final Plat approval must be obtained prior to issuance of a Certificate of Occupancy by both the City and Emergency Services District #3 ("ESD#3"). However, Hutto ISD reserves the right and the City shall not unreasonably withhold a request for a temporary Certificate of Occupancy ("TCO") in accordance with City ordinances and ESD#3 requirements from both the City and the ESD#3

where project timelines to open facilities may impact instruction and the educational mission of Hutto ISD. The TCO gives all parties the opportunity to continue to work through matters related to Final Plat and permit requirements.

(c) Building and Site Development Permits. Hutto ISD shall obtain a Site Development Permit and a Building Permit, as applicable, from the City prior to commencement of construction as provided by City Ordinance.

(d) Fees. Utility impact fees for city water and wastewater are not permissible in the law with respect to public school site development and, therefore, these are waived pursuant to City Ordinance. Other utility fees and development fees will be paid by Hutto ISD, as applicable.

(e) Traffic Impact Analysis ("TIA"). For new school construction, in the event Hutto ISD acquires a site and such site is not part of a subdivision (existing or planned) for which a TIA has already been approved or the approved TIA does not include traffic generated by the educational facility proposed to be located at such site, then Hutto ISD shall be required to prepare a TIA to accompany the development application for all new school site development.

The TIA will determine boundary and off-site transportation improvements needed as a result of projected traffic to be generated by all proposed facilities on a total site area under the control of Hutto ISD. If more than one school and/or if a site is to be multi-phased, all associated facilities will be reflected in the TIA. However, a phasing plan for transportation improvements may be proposed by Hutto ISD, as appropriate to reflect the phasing of facilities.

Hutto ISD, Hutto ISD's registered professional engineer and City staff will meet to determine the geographic area to be included and will include the following:

- Trips to be generated by the proposed development;
- Assignment of such trips to the road network analyzed;
- The capacity of affected roadways before and after the proposed development;

- Specific recommendations for roadway improvements and traffic control modifications needed to mitigate the traffic from the proposed development; and
- The project's proportionate share of improvements and modifications.

In the event Hutto ISD is responsible for 100% of the proportionate share of the improvements and modifications described in the TIA as set forth above, Hutto ISD will install all improvements and make necessary public dedications as recommended by the approved TIA. In the event that Hutto ISD's proportionate share of improvements does not cover all referenced improvements and modifications, the City and Hutto ISD shall meet to discuss possible solutions, including construction of the required improvements by a third-party developer. In no event shall Hutto ISD be responsible for installing more off-site improvements than are required in the TIA.

With respect to right-of-way dedication, the Hutto ISD Board of Trustees is confined by constitutional limitations on making gifts public school property. Rather, right-of-way dedication must either be sold via formal appraisal and competitive bidding and/or upon a determination that the gift serves a public purpose related to the education of public school students in Hutto ISD, which must be clearly articulated in a Board resolution to avoid the constitutional prohibitions regarding gifts of public funds. Hutto ISD will work with the City in good faith to provide the necessary justification to avoid having the City pay for right-of-way dedications.

If an existing school site is to undergo redevelopment (*i.e.* remodel, upgrade, expansion), then, during predevelopment discussions with the City, Hutto ISD and the City may discuss traffic mitigation and right-of-way improvements and may mutually agree to share the costs of traffic analysis – to include a TIA – if both Parties agree that such analysis would contribute to improved ingress/egress of the existing site and/or may contribute to traffic safety improvements.

If off-site improvements are identified in a TIA that due to the development of additional school facilities (regardless of whether the TIA was paid for by Hutto ISD or City), then Hutto ISD agrees it will be responsible for its proportionate and reasonable share of such improvements.

(f) **Utilities.** Hutto ISD will be responsible for extending utilities, if such extension is necessary, to serve any new educational facilities developed. Wherever and whenever possible, Hutto ISD wants to avoid reimbursement obligations by third parties. Construction funds are finite and if the Hutto ISD must bear any portion of a utility infrastructure, Hutto ISD prefers that it shall be the actual cost of Hutto ISD's portion of a utility extension if there are other end-users, developers, and/or co-developers involved.

However, where this may not be possible, and if Hutto ISD extends utilities, Hutto ISD shall be reimbursed the proportionate amount of any connections by any third parties made on such extension of impact fee eligible lines. This will be memorialized by separate agreement with the City, associated developers and/or co-developers.

If Hutto ISD extends utilities and the City desires to oversize such utilities, then the additional construction cost shall be shared borne by the City.

(g) **Sidewalks.** Hutto ISD shall install six-foot wide concrete sidewalks along all arterial streets and five-foot wide concrete sidewalks along collector or local streets that are on-site sidewalks on Hutto ISD's property or within the right-of-way immediately abutting Hutto ISD's property and run generally parallel and adjacent to the public road frontage. The sidewalks shall be built according to City ordinances, as may be amended. Sidewalks along private road and along HISD property shall be required.

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(h) **Improvements within the City Right-of-Way (ROW).** The City may administratively approve any improvements within City ROW required for school and related facility construction.

(i) **School Traffic Control Plan.** To the extent reasonably discernable at the time the TIA is approved, Hutto ISD will submit plan details of District's ingress/egress, pedestrian pathways, off-site sidewalks and traffic control plan in conjunction with the site plan review process. Hutto ISD shall submit

its Traffic Control Plan as well as the information required in City Ordinance 22.03.034. and will comply with the City's School Zone Ordinance.

(j) **Masonry/Facade Requirements.** The City will review, through the Specific Use Permit architectural design review process to allow for flexibility on school sites.

(k) **Parking Needs.** The City will review plans for compliance with off-street parking requirements; however, the Specific Use Permit can allow for flexibility in terms of parking requirements. The City will work with Hutto ISD to assess parking needs and the need for off-street parking.

(l) **Inspections.** The City can provide inspections, or alternatively will accept certified third-party inspections that will be submitted with the City for the building permit record file. The City will conduct inspections for all improvements to City's ROW or City's infrastructure.

In lieu of the City performing full building inspections, the City will accept sealed engineer's and architect's letters certifying compliance with the approved building inspections. Hutto ISD may use the City or an independent certified inspection company. In no event shall the City be responsible for defects from the approved plans that might normally be discovered during the normal course of full inspections had the City otherwise performed such inspections instead of a certified inspection company. However, Hutto ISD will submit its inspection reports for inclusion in the School Building Permit Record File.

Fire inspections in the building and compliance process will be handled by ESD#3, as applicable.

(m) **Minor Revisions to Approved Development Plan Prior to or During Construction.** Hutto ISD may submit to the City minor revisions to an approved development plan prior to or during construction, which may include utility easements and unforeseen changes as may be necessary for constructability. For purposes of this section, "minor" revisions shall mean project revisions that are occasioned by unforeseen circumstances or events that were not initially contemplated in the approved development plan, but that do not materially alter the proposed scope, size or function of the project under development. Minor revisions shall be approved by the City's Development Services Department.

(n) **Fiscal Surety.** In the event Hutto ISD constructs or intends to construct any street, drainage, or utility lines or facilities that are to be dedicated or conveyed to the City for ownership and operation (a "Public Improvement"), Hutto ISD shall not be required to post any escrow, letter of credit, bond or other form of financial guarantee so long as Hutto ISD otherwise delivers to the City a letter of agreement from the Superintendent in a form agreeable to the City, agreeing on behalf of Hutto ISD to construct such public improvements. Hutto ISD shall construct all improvements required by City ordinance and TIA as a condition of approval of a Site Plan, Building Permit, or recordation of Final Plat, as applicable. In the event such Public Improvements are constructed, Hutto ISD will provide the standard two-year warranty/maintenance bond (part of construction warranty and bond requirements Hutto ISD will have in place in regards to its Construction Manager.)

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V. LANDSCAPING

(a) **City Landscape Regulations.** Because Hutto ISD has specific requirements for safety and security at its educational facilities and since Hutto ISD provides adequate landscaping and tree protection for its educational facilities, the City will provide a review of plans for compliance with the City's landscape and tree ordinance pertaining to interior landscaping that will be approved and modified through the SUP process. Hutto ISD will submit for review all landscaping within the City's right-of-way and/or proposed, dedication of right-of-way that may arise due to development activities.

(b) **Landscape Guidelines.** Hutto ISD will comply with the following landscape guidelines:

- Preserve existing trees where practical, as determined by Hutto ISD;
- Plant material is hardy to the area climate and local soils;
- Plant material is to be low in water requirements;
- All planting beds and tree pits are to be mulched with shredded wood or decomposed granite to retain soil moisture and reduce weed growth;
- Do not plant shrubs at building entrances and parking areas for security reasons;

- Stake trees to prevent wind damage;
- Use plant materials and trees native or adapted to the area (Hutto ISD complies with landscaping standards based on urban forestry planning for Central Texas to include a variety of practical specimens that it will utilize);
- Plant trees a minimum of 2-1/2" caliper in size;
- Provide a watering ring around each tree pit; and
- Plant all trees in native soil amended only with compost.

(c) **Sprinkler Irrigation.** Hutto ISD will comply with the following irrigation standards:

- Irrigate play and athletic fields and high traffic areas, as determined by Hutto ISD;
- Irrigation system will be operated with an automatic controller capable of multiple programs and start times;
- Irrigation system will have a rain and freeze detection switch;
- Adjustable flow controls will be used in areas of high pressure;
- Backflow prevention as per local codes will be installed;
- Sprinkler heads will be nozzled to produce minimal overspray and runoff; and
- Turf will be sectioned separately from shrub and bed areas. Check valves will be used to prevent low head drainage.

VI. LIGHTING, SIGNS, CONSTRUCTION/CONCRETE POURS, DAMAGE TO PUBLIC FACILITIES

(a) **Facility Lighting.** Exterior lighting of any educational facilities of Hutto ISD shall be directed away from existing residential uses and public streets to the extent reasonably practical. Any outdoor competition facilities of Hutto ISD, including, but not limited to, football, baseball or soccer stadiums that provide public seating shall be exempt from any lighting requirements set forth in the City's Codes and Ordinances. Residential uses shall include existing and any planned uses for future residential use.

(b) Sign Permits. A sign that will be included within a new educational facility site shall be reviewed by the City and shall require a separate sign permit to be applied for or issued to ensure signs are placed safely, particularly if the sign includes an electronic reader board, or a sign that might obstruct visual clearance. Signage on school facilities and way-finding, directional signs may be exempted.

(c) Construction/Concrete Pours. Hutto ISD shall not be exempt from any regulation or ordinance regarding the time of day that construction is undertaken and/or concrete or similar material is poured, laid or constructed at any construction site. In the event Hutto ISD proposes to undertake "early" morning concrete pours, it will first obtain specific approval from the City Manager. If such approval is obtained, the Hutto ISD will post a temporary sign or signs on Hutto ISD property in the best location to notify the citizens of the surrounding area of such pours and shall take all reasonable precautions to assure that such activities will minimize any nuisance(s) to any of the adjacent residents.

(d) Damage to Public Facilities. Any utilities, curbs, pavement, sidewalks, structures, or any public facility, etc., on City property or public ROW within City limits that are damaged or removed during construction shall be repaired or replaced by Hutto ISD at no cost to the City.

VII. DISPUTE RESOLUTION

The Parties share a long-term commitment to work collaboratively to establish mutually acceptable land and site development standards and procedures for the construction of Hutto ISD's educational facilities to provide clarity and reduced costs in the school permitting process while ensuring that the public health, safety and welfare are protected. In order to achieve this shared objective, collaboration between the Parties is critical. Accordingly, when consensus cannot be reached on any matter within a reasonable time that may arise under this Agreement, the Parties agree to undertake the following process for dispute resolution:

a. The matter will first be referred to the Hutto City Manager and the Hutto ISD Assistant Superintendent of Operations for recommended solution. The Hutto City Manager and

the Hutto ISD Assistant Superintendent of Operations shall make good faith efforts to arrive on a consensus resolution within ten (10) business days.

c. If consensus cannot be reached between the Hutto City Manager and the Hutto ISD Assistant Superintendent of Operations within ten (10) business days of the date of referral to them, the matter in dispute will be submitted by both Parties to non-binding mediation before an independent third-party mediator in Williamson County. The Parties shall mutually agree on the selection of the mediator and, if the Parties are unable to agree, then the mediator shall be selected by the most senior full-time sitting judge of the Williamson County District Court. Both Parties will equally share the cost of mediation. Mediation shall be a condition precedent to either Party pursuing the dispute in court.

d. If mediation is unsuccessful in arriving at a consensus resolution to the matter in dispute or if the Parties fail to mediate within thirty (30) days after mediation becomes available to the parties under subsection c. above, the Parties may submit the dispute to a Texas district court of competent jurisdiction in Williamson County, Texas.

VIII. MISCELLANEOUS PROVISIONS

(a) Changed Conditions. If changed conditions are encountered during the term of this Agreement, the Agreement may be supplemented or amended under terms and conditions mutually agreeable to the Parties, provided that all such changes, amendments, supplements, or modifications shall be in writing and approved by each Party's respective governing body.

(b) Governing Law. Each Party will comply with all state and federal laws applicable to this Agreement. This Agreement is subject to all applicable present and future valid laws governing the municipal zoning and the construction of public school facilities. Nothing in this Agreement is to be construed as transferring legal responsibility from one Party to the other.

(c) Entire Agreement. This Agreement, including attachments, contains the entire agreement of the

Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties. No other agreement, statement, or promise made by or to any party, or made by or to any officer, director, employee, or agent of any party, that is not contained in this Agreement shall be of any force or effect.

(d) Effect of Partial Invalidity. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

(e) Immunity. Neither of the Parties waive or relinquish any immunity or defense on behalf of themselves, their trustees, officers, employees, or agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

(f) Budgeted Funds. The Parties to this Agreement expressly acknowledge and agree that any monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

(g) Renewal and Extension. The Parties to this Agreement expressly acknowledge and agree that this Agreement shall be reviewed and renewed by the Parties no less frequently than once every three (3) years; or at any other time at the request of either Party.

(h) Open Meetings. The meetings at which this Agreement was approved by the Parties' governing bodies were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

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This Agreement is executed in counterparts, each of which shall have the full force and effect of an original Agreement, and each of which shall constitute but one and the same instrument.

IN WITNESS THEREOF, the undersigned Parties acting under the authority of their respective governing bodies have caused this Agreement to be duly executed in multiple counterparts, each of which shall constitute an original, all as of the day and year when fully executed and approved by both Parties, which is the date of this Agreement.

CITY OF HUTTO	**HUTTO INDEPENDENT SCHOOL DISTRICT**
By: _____ Mike Snyder, Mayor Date: _____	By: _____ Billie Logiudice, Board President Date: _____
ATTEST:	
By: _____ Angela Lewis, City Secretary Date: _____	By: _____ Shannon Jacobs, Board Secretary Date: _____

AGENDA ITEM REPORT
13.1.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2023-289 approving an agreement for Athletic Field Lighting at Mager Fields with Musco Sports Lighting, LLC, in an amount not to exceed $299,300 through BuyBoard Contract No. 677-22; and authorizing the City Manager to execute the Agreement (Jeff White)
Meeting:	Thursday, December 7, 2023
Department:	Community Services /
Staff Contact:	

BACKGROUND INFORMATION:

Approved in the FY 24 CIP budget under Project P04-2024. Staff is requesting approval as presented.
If approved, the next steps will be scheduling a time for installation that will be competed in FY 24.

The City has Musco lights at Holmstrom Softball Field, Nguyen Football Field, Fritz Tennis Courts, Hutto Lake Basketball Court, Fritz Basketball Court, and Hutto Community Basketball Court. They are excellent partners and provide excellent communication, installation, and customer support.

The objective of this proposal is to enhance the lighting infrastructure at Mager Fields by installing modern LED lights and new poles. The existing lighting system, established in 1993, relies on outdated bulbs, posing challenges in finding replacements and leading to excessive energy usage. Procurement for this project, conducted through the Buyboard bid (677-22), encompasses all essential materials and labor. BuyBoard is a purchasing cooperative that provides its members, such as government entities and nonprofit organizations, access to competitively priced contracts for a wide range of goods and services. It streamlines the procurement process by offering pre-negotiated contracts, allowing members to efficiently purchase products and services at favorable terms without the need for individual bidding processes.

The bid specifications detail galvanized steel poles with pre-cast concrete bases that integrate lightning grounding. This includes factory-wired and tested remote electrical components, control system offering timed on/off functionality, the Control-Link phone app, and a monitoring system enabling staff remote access for lighting control. Additionally, Control-Link is backed by 24/7 customer assistance. Furthermore, the bid offers ongoing customer support and an extensive 25-year warranty that covers both materials and products.

SUMMARY OF REQUEST:

AGENDA ITEM REPORT
13.1.

STAFF REVIEW:

Staff is requesting approval of this item.

FISCAL NOTES:

Funding for this project will come from the Park Improvement Fund account 40-060-032-6681 with available budget of $1,167,884. Using $299,300 for this purchase will leave a budget balance remaining in this account of $868,584 for other projects.

ATTACHMENTS:

1. Mager Fields Map
2. Resolution and Exhibits
3. Conflict of Interest
4. House Bill 89 Verification Form
5. Musco Sports Lighting, Buyboard Renewal Letter
6. Musco Sports Lighting - 677-22 Buyboard

Mager Fields

RESOLUTION NO. R-2023-289

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING AN AGREEMENT FOR ATHLETIC FIELD LIGHTING AT MAGER FIELDS WITH MUSCO SPORTS LIGHTING, LLC, IN AN AMOUNT NOT TO EXCEED $299,300 THROUGH BUYBOARD CONTRACT 677-22; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING PROPER NOTICE & MEETING, AND PROVING AN EFFECTIVE DATE.

WHEREAS, Hutto City Council approved P04-2023 Athletic Field Lighting on the FY 24 Capital Improvement Plan;

WHEREAS, this will include re-lighting of two fields and new lighting at one field at Mager Fields;

WHEREAS, upgrading of the light pole wiring, conduit and electrical panel box as part of this sports field lighting replacement project will work to ensure community safety and code compliance;

WHEREAS, the City of Hutto committed to maintaining safe and attractive fields for use by Hutto residents and visitors; and

WHEREAS, through Buy Board Contract 677-22, Musco Sports Lighting LLC will provide a 25-year warranty on the equipment, provide 24/7 customer support and will enter into an agreement not to exceed $299,300, (the "Agreement).

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 7th day of December 2023.

THE CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Angela Lewis, City Secretary

Project: Mager T-Ball Field
Hutto, TX
Ref: 218562
Date: November 29, 2023
Expiration Date: December 29, 2023

BuyBoard
Master Project: 218434, **Contract Number:** 677-22, **Expiration:** 09/30/2024
Commodity: Parks and Sports Field Lighting Products and Installation Services

All purchase orders should note the following:
BuyBoard Purchase – Contract Number: 677-22

Quotation Price – Materials Delivered to Job Site and Installation

Mager T-Ball Field Lighting – 80'/95'/80' $78,500.00

Quote is confidential. Sales tax is not included.
Prices are subject to change if the order is not released within 60 days from the date of the purchase.

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 30 foot-candles

Light-Structure System™ Description

- 2 - Pre-cast concrete bases with integrated lightning grounding
- 2 - Galvanized steel poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- 2 - Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaires
- UL Listed assemblies

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support.

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years.

2018, 2021 Musco Sports Lighting, LLC

Installation Services Provided

See scope of work below.

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Musco Contracts
Fax: 800-734-6402
Email: musco.contracts@musco.com

All Purchase orders should note the following:
BuyBoard Purchase – Contract Number: 677-22

Delivery Timing

Approximately 8 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location.
- Voltage and phase to be confirmed prior to production.
- Structural code and wind speed = 2015 IBC, 115 mi/h, Exposure C, Importance Factor 1.0.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Includes supply and installation of Musco system by a licensed contractor.
- Standard soil conditions – rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Confirmation of pole locations prior to production.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Brant Troutman
Texas Field Sales Representative
Musco Sports Lighting, LLC
Phone: 512-914-9500
E-mail: brant.troutman@musco.com

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City of Hutton – Hutto Mager T-Ball Field
Hutto, TX
Turnkey Scope of Work

Customer Responsibilities:

1. Complete access to the site for construction utilizing standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field)
4. Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.) or soils not defined in geo-technical report. Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
5. Pay any power company fees and requirements.
6. Pay all permitting fees and obtain the required electrical permitting.
7. Provide area on site for disposal of spoils from foundation excavation.
8. Provide area on site for dumpsters.
9. Provide sealed Electrical Plans. (If required)

Musco Responsibilities:

1. Provide required foundations, poles, electrical enclosures, luminaires, wire harnesses, and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. Provide Project Management as required.
4. Provide stamped foundation designs based on soil parameters as outlined in the geotechnical report or soils that meet or exceed those of a Class 5 material as defined by 2018 IBC Table 1806.2.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Subcontractor Responsibilities

General:

1. Obtain any required permitting.
2. Contact 811 for locating underground public utilities and then confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.

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10. Installation to commence upon delivery and proceed without interruption until complete. Notify Musco immediately of any breaks in schedule or delays.

Foundations, Poles, and Luminaires:

1. Mark and confirm pole locations per the aiming diagram provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install two (2) LSS foundations as specified on Layout and per the stamped foundation drawings, if applicable.
3. Remove spoils to owner designated location at jobsite.
4. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect two (2) 50' dressed LSS Poles and aim utilizing the pole alignment beam.

Electrical:

1. Provide labor, materials, and equipment to reuse existing electrical service panels as required.
2. Provide labor, materials, and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required.
3. Provide as-built drawings on completion of installation, **(if required)**.

Control System:

1. Provide labor, equipment, and materials to install one (1) 24" x 48" Musco control and monitoring cabinet (voltage & phase to be confirmed) and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.

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CODE OF CONDUCT

In order to maintain a high-quality jobsite and installation, Subcontractor represents to Musco that it has the supervision necessary to, and shall train, manage, supervise, monitor, and inspect the activities of its employees for the purpose of enforcing compliance with these safety requirements. Subcontractor acknowledges that Musco does not undertake any duty toward Subcontractor's employees to train, manage, supervise, monitor, and inspect their work activities for the purpose of enforcing compliance with these safety requirements, but Subcontractor agrees to abide by any reasonable recommendations made by Musco or Musco representatives with respect to safety.

Subcontractor agrees that it is or will be familiar with and shall abide by the safety rules and regulations of Musco and the Owner, including, but not limited to the Occupational Safety and Health Act of 1970 (OSHA), all rules and regulations established pursuant thereto, and all amendments and supplements thereto.

Subcontractor further agrees to require all its employees, subcontractors, and suppliers to comply with these requirements. Subcontractor shall also observe and comply with all laws with respect to environmental protection applicable to the Project.

Subcontractor shall require all its subcontractors, employees, visitors, suppliers, and agents under its direction to comply with the following:

1. GENERAL JOBSITE SAFETY AND CLEANLINESS.
   a. Subcontractor's employees and agents shall be required to wear appropriate personal protective equipment including, but not limited to, safety glasses with side shields, work shoes, fall protection devices, and hard hats.
   b. Where a walking or working surface has an unprotected side or edge which is six feet or more above a lower level, Subcontractor shall use guardrail systems, safety net systems, or personal fall arrest systems.
   c. Jobsite shall be kept free of debris including, but not limited to, cardboard and packing materials which can become windborne.
   d. Construction equipment shall be parked during non-use in an orderly fashion so as not to create inconvenience to others using the jobsite.
   e. Subcontractor shall provide for and ensure the use of safety equipment for the Project in accordance with Musco's and Owner's safety requirements, to the extent these may be stricter than federal, state, or local standards, or generally recognized industry applicable standards.
   f. Subcontractor shall provide the Musco project manager with an "Emergency List" showing Subcontractor's designated medical doctor, hospital, insurance company, and any other health service providers, such list to be updated within 24 hours of any change in the information provided.
   g. Within eight (8) hours from the time of an accident (or such shorter period as laws may require), Subcontractor shall advise Musco of any accident resulting in injury to any person or damage to any equipment or facility. Upon request, Subcontractor shall promptly furnish Musco with a written report of any such accident as well as a copy of all insurance and worker's compensation claims involving the Project.
   h. Subcontractor shall maintain and inspect all construction equipment, including cranes and other lifting equipment, prior to each use. Subcontractor warrants that all equipment operators shall be qualified for each piece of construction equipment they intend to operate. Documentation of specific training is the responsibility of the Subcontractor.
   i. Jobsite shall be policed daily for compliance to the above conditions.

2018, 2021 Musco Sports Lighting, LLC

j. Subcontractor's employees and agents are prohibited from using drugs and alcohol on the Project property or being under the influence of alcohol or drugs while performing work on the Project. Anyone observed participating in or observed under the influence will be removed from the Project immediately and prohibited from returning, with no exceptions.

2. CONFORMANCE TO STANDARD MUSCO INSTALLATION GUIDELINES.
   a. Review and understand installation instructions are provided with every product installation.
   b. Education of installation personnel to allow for highest efficiency and lowest possibility of failure.
   c. Verify that components have been assembled per Musco installation instructions.
   d. Verify plumb of concrete foundations prior to standing of poles.

3. PROVIDING A QUALITY INSTALLATION TEAM.
   a. Subcontractor's work directly reflects the quality of the installation and may indirectly relate to the quality of the product upon which Musco's reputation is built.
   b. Provide and maintain quality installation equipment. Records of maintenance and/or calibration shall be provided upon request.
   c. Personnel shall be knowledgeable in operation of equipment as well as installation of Musco product.
   d. All personnel provided by Subcontractor shall understand the relationship developed by and between Subcontractor and Musco, also by and between Musco and the customer, and act accordingly.

2018, 2021 Musco Sports Lighting, LLC

Project: Hutto Softball Fields
Hutto, TX
Reference: 191734
Date: November 29, 2023
Expiration Date: December 29, 2023

BuyBoard
Master Project: 218434, **Contract Number:** 677-22, **Expiration:** 09/30/2024
Commodity: Parks and Sports Field Lighting Products and Installation Services

All purchase orders should note the following:
BuyBoard purchase – Contract Number: 677-22

Quotation Price – Materials Delivered to Job Site and Installation

Softball Field Lighting (Field 1 and Field 2- 200' radius) ***$220,800.00***

Quote is confidential. Sales tax is not included.
Prices are subject to change if the order is not released within 60 days from the date of the purchase.

SportsCluster® system with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 50 foot-candles infield and 30 foot-candles. Guaranteed uniformities of 2:1 infield and 2.5:1 outfield.
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

SportsCluster® system Description

- 6 - Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaires, including BallTracker® luminaires
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL Listed assemblies

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support.

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs on Musco manufactured product for 25 years.

2018, 2021 Musco Sports Lighting, LLC

Installation Services Provided

See scope of work below.

Payment Terms

Musco's Credit Department will provide payment details.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Amanda Hudnut
Fax: 800-374-6402
Email: musco.contracts@musco.com

All purchase orders should note the following:
BuyBoard purchase – Contract Number: 677-22

Delivery Timing

8 - 10 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations. Installation timing of product is dependent on availability of Musco's subcontractor.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location.
- Voltage and phase to be confirmed prior to production.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Includes supply and installation of Musco system by a licensed contractor.
- Product assurance and warranty program is contingent upon site review and compatibility with Musco's lighting system.
- The owner of the field is responsible for the structural integrity of the existing poles.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Brant Troutman
Texas Field Sales Representative
Musco Sports Lighting, LLC
Phone: 512-914-9500
E-mail: brant.troutman@musco.com

2018, 2021 Musco Sports Lighting, LLC

Hutto Baseball Fields
Hutto, TX
Retrofit Scope of Work

Customer Responsibilities:

1. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field).
4. Ensure existing poles are structurally adequate to handle new fixture loading.
5. Ensure usability of existing underground wiring.
6. Pay any necessary power company fees and requirements.
7. Pay all permitting fees.
8. Provide any existing as-built documents or drawings.
9. Provide sealed Electrical Plans. (If required)

Musco Responsibilities:

1. Provide required fixtures, electrical enclosures, mounts, hardware, wire harnesses, and control cabinets.
2. Provide poletop luminaire assembly on six (6) poles
3. Provide fixture layout and aiming diagram.
4. Provide Contract Management as required.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Subcontractor Responsibilities

General:

1. Obtain any required permitting.
2. Contact 811 for locating underground public utilities and confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide adequate security to protect Musco delivered products from theft, vandalism, or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Musco to be immediately notified of any breaks in schedule or delays.

2018, 2021 Musco Sports Lighting, LLC

Demolition:

1. Remove and dispose of the existing fixtures, and electrical enclosures. This will include the recycling of lamps, aluminum reflectors, ballast, and steel, as necessary.
2. Leave existing ground wires and power feed in place for connection to new lighting equipment.

Retrofit Musco Equipment to Existing Poles:

1. Provide labor, materials, and equipment to assemble and install Musco TLC for LED® equipment on existing poles and terminate grounding and power feed. Power feed may need to be reworked to adapt to the new Musco equipment.
2. Ensure grounding components meet minimum standards required by NEC and NFPA780.
3. For concrete poles provide new lightning down conductor(aluminum) and $^{5}/_{8}$ in copper ground rod. For poles 75 ft (22 m) or less use 1/0 AWG, poles over 75 ft (22 m) use 4/0 AWG conductor. Bond internal pole ground to new down conductor.
4. For steel poles provide new ground rod and pole bonding conductor per NFPA Annex A.1.6.
5. Down conductor shall be converter to copper wire for any underground runs and bonded to ground rod(s).
6. Ensure all Musco components are bonded to both equipment and lightning grounds. No upward sweeps allowed for lightning down conductor or bonding jumper(s). See installation instructions for further information.
7. Test ground resistance with 3-point megger and confirm 25 ohms or less for each pole. Install additional ground rods or create grounding grid until resistance of 25 ohms or less is achieved.

Electrical:

1. Provide materials, and equipment to reuse existing electrical service panels as required.
2. Provide materials, and equipment to reuse existing electrical wiring as permitted.

Control System:

1. Provide labor, equipment, and materials to install one (1) 24" x 72" Musco Control and Monitoring cabinet and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.

2018, 2021 Musco Sports Lighting, LLC

CODE OF CONDUCT

In order to maintain a high-quality jobsite and installation, Subcontractor represents to Musco that it has the supervision necessary to, and shall train, manage, supervise, monitor, and inspect the activities of its employees for the purpose of enforcing compliance with these safety requirements. Subcontractor acknowledges that Musco does not undertake any duty toward Subcontractor's employees to train, manage, supervise, monitor, and inspect their work activities for the purpose of enforcing compliance with these safety requirements, but Subcontractor agrees to abide by any reasonable recommendations made by Musco or Musco representatives with respect to safety.

Subcontractor agrees that it is or will be familiar with and shall abide by the safety rules and regulations of Musco and the Owner, including, but not limited to the Occupational Safety and Health Act of 1970 (OSHA), all rules and regulations established pursuant thereto, and all amendments and supplements thereto.

Subcontractor further agrees to require all its employees, subcontractors, and suppliers to comply with these requirements. Subcontractor shall also observe and comply with all laws with respect to environmental protection applicable to the Project.

Subcontractor shall require all its subcontractors, employees, visitors, suppliers, and agents under its direction to comply with the following:

1. GENERAL JOBSITE SAFETY AND CLEANLINESS.
   a. Subcontractor's employees and agents shall be required to wear appropriate personal protective equipment including, but not limited to, safety glasses with side shields, work shoes, fall protection devices, and hard hats.
   b. Where a walking or working surface has an unprotected side or edge which is six feet or more above a lower level, Subcontractor shall use guardrail systems, safety net systems, or personal fall arrest systems.
   c. Jobsite shall be kept free of debris including, but not limited to, cardboard and packing materials which can become windborne.
   d. Construction equipment shall be parked during non-use in an orderly fashion so as not to create inconvenience to others using the jobsite.
   e. Subcontractor shall provide for and ensure the use of safety equipment for the Project in accordance with Musco's and Owner's safety requirements, to the extent these may be stricter than federal, state, or local standards, or generally recognized industry applicable standards.
   f. Subcontractor shall provide the Musco project manager with an "Emergency List" showing Subcontractor's designated medical doctor, hospital, insurance company, and any other health service providers, such list to be updated within 24 hours of any change in the information provided.
   g. Within eight (8) hours from the time of an accident (or such shorter period as laws may require), Subcontractor shall advise Musco of any accident resulting in injury to any person or damage to any equipment or facility. Upon request, Subcontractor shall promptly furnish Musco with a written report of any such accident as well as a copy of all insurance and worker's compensation claims involving the Project.
   h. Subcontractor shall maintain and inspect all construction equipment, including cranes and other lifting equipment, prior to each use. Subcontractor warrants that all equipment operators shall be qualified for each piece of construction equipment they intend to operate. Documentation of specific training is the responsibility of the Subcontractor.
   i. Jobsite shall be policed daily for compliance to the above conditions.

2018, 2021 Musco Sports Lighting, LLC

j. Subcontractor's employees and agents are prohibited from using drugs and alcohol on the Project property or being under the influence of alcohol or drugs while performing work on the Project. Anyone observed participating in or observed under the influence will be removed from the Project immediately and prohibited from returning, with no exceptions.

2. CONFORMANCE TO STANDARD MUSCO INSTALLATION GUIDELINES.
   a. Review and understand installation instructions are provided with every product installation.
   b. Education of installation personnel to allow for highest efficiency and lowest possibility of failure.
   c. Verify that components have been assembled per Musco installation instructions.
   d. Verify plumb of concrete foundations prior to standing of poles.

3. PROVIDING A QUALITY INSTALLATION TEAM.
   a. Subcontractor's work directly reflects the quality of the installation and may indirectly relate to the quality of the product upon which Musco's reputation is built.
   b. Provide and maintain quality installation equipment. Records of maintenance and/or calibration shall be provided upon request.
   c. Personnel shall be knowledgeable in operation of equipment as well as installation of Musco product.
   d. All personnel provided by Subcontractor shall understand the relationship developed by and between Subcontractor and Musco, also by and between Musco and the customer, and act accordingly.

2018, 2021 Musco Sports Lighting, LLC

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

Musco Sports Lighting, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

12/4/2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Organization Name
House Bill 89 Verification

I, James M. Hansen (Person name), the undersigned representative of (Company or Business name) Musco Sports Lighting, LLC (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; 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.*

12/4/2023
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the 4th day of December, 2023, personally appeared James M. Hansen, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

ELIZABETH JOHANNES
Commission Number 812509
My Commission Expires
September 6, 2024

NOTARY SIGNATURE

December 4, 2023
Date

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

August 1, 2023

Sent via email to: musco.contracts@musco.com

Amanda Hudnut
Musco Sports Lighting, LLC
100 1st Ave West
Oskaloosa IA 52577

Re: Parks and Sports Field Lighting Products and Installation Services
BuyBoard Contract 677-22

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Parks and Sports Field Lighting Products and Installation Services, Contract 677-22 effective 10/1/2022 through September 30, 2023, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through September 30, 2024.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of $15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com . We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

1st renewal v.02.13.2020

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

August 4, 2022

Sent Via Email: musco.contracts@musco.com

Amanda Hudnut
Musco Sports Lighting, LLC
PO Box 808
Oskaloosa, IA 52577

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 677-22, Parks and Sports Field Lighting Products and Installation Services

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of October 1, 2022 through September 30, 2023 and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 677-22 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,

Arturo Salinas
Asst. Division Director, Cooperative Purchasing
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

August 9, 2022

Sent Via Email: musco.contracts@musco.com

Amanda Hudnut
Musco Sports Lighting, LLC
PO Box 808
Oskaloosa, IA 52577

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 677-22, Parks and Sports Field Lighting Products and Installation Services

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of October 1, 2022 through September 30, 2023 and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 677-22 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to info@buyboard.com

A list of National Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,

Arturo Salinas, Asst. Division Director, Cooperative Purchasing
Texas Association of School Boards, Inc., Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021

12007 Research Boulevard • Austin, Texas 78759-2439 · PH: 800-695-2919 • buyboard.com

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Parks and Sports Field Lighting Products and Installation Services

Proposal Due Date/Opening Date and Time:
April 7, 2022, at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Proposal Invitation Number: 677-22

Anticipated Cooperative Board Meeting Date:
August 2022

Contract Term: October 1, 2022, through September 30, 2023, with two possible one-year renewals.

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Musco Sports Lighting, LLC
Name of Proposing Company

March 31, 2022
Date

100 1st Ave West
Street Address

Signature of Authorized Company Official

Oskaloosa, IA 52577
City, State, Zip

James M. Hansen
Printed Name of Authorized Company Official

800-825-6030
Telephone Number of Authorized Company Official

Secretary
Position or Title of Authorized Company Official

641-672-1996
Fax Number of Authorized Company Official

42-1511754
Federal ID Number

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: _____

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly held corporation. (Advance notice requirement does not apply to publicly held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

_____

Initial: _____

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☐ I certify that my company is a **Resident Proposer.**
☒ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name	Address		
Musco Sports Lighting, LLC	100 1st Ave West		
City	**State**	**Zip Code**	
Oskaloosa	IA	52577	

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☒ No

B. What is the prescribed amount or percentage? $ N/A or N/A %

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☒ No

Initial: _____

NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"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. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial:

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (√) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ☐ **Women Owned Business**
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☒ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

Due to Musco Sports Lighting, LLC product being an engineered to order custom designed system, we are unable to provide the electronic excel spreadsheet with Vendor Product Details.

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract. **Initial:** _____

CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order, Member Construction Contract, or other agreement for construction-related goods or services.

Initial: _____

DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

BuyBoard accepted deviations.

☐ **No**; Deviations
☒ **Yes**; Deviations

List and fully explain any deviations you are submitting:

In Section E., Contract Performance, Item 5., Packaging, Transportation, and Delivery, on page 59 of 76, substitute the following language: "within 10 business days after receipt of Cooperative member's Purchase Order" with "within six (6) to eight (8) weeks from receipt of a purchase order and approved submittals."

Initial:

VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: _____

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third-party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☐ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☒ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

Wells Fargo Bank , N.A. letter page 34, marked Confidential

USI, letter pages 35-36, marked Confidential

AON letter page 37, marked Confidential

(Attach additional sheets if needed.)

Initial: _____

B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☐ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☒ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: Musco Sports Lighting, LLC Catalog (February 2022)

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: _____

EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Member Construction Contract, or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order, Member Construction Contract, or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

☒ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:**

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

☒ **YES**, I agree. ☐ **NO**, I do not agree.

Initial:

10. Procurement of Recovered Materials:
For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:
Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:
For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:
In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____

COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Musco Sports Lighting, LLC
Company Name

Signature of Authorized Company Official

James M. Hansen, Secretary
Printed Name and Title

March 31, 2022
Date

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases *(Optional)*

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company: Musco Sports Lighting, LLC
*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☐ Corporation ☒ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): Iowa

Federal Employer Identification Number: 42-1511754
(Vendor must include a completed IRS W-9 form with their Proposal)

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Musco Corporation

2 Business name/disregarded entity name, if different from above

Musco Sports Lighting, LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

100 1st Avenue West, PO Box 808

Requester's name and address (optional)

6 City, state, and ZIP code

Oskaloosa, IA 52577

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	2	–	1	1	0	7	4	5	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Amanda Sletvold Date ▶ 1/4/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Corporate: 100 1st Ave West · PO Box 808 · Oskaloosa, IA 52577 · 641/673-0411 · 800/825-6020 · Fax: 641/673-4740
Manufacturing: 2107 Stewart Road · PO Box 260 · Muscatine, IA 52761 · 563/263-2281 · 800/756-1205 · Fax: 800/374-6402
Web: www.musco.com · **Email:** lighting@musco.com

The W-9 submitted is going to show the tax ID number for Musco Corporation (42-1107452) which is the parent company that tax returns for all subsidiaries are filed under (it is a consolidated return with information for all subsidiaries). The W-9 asks for the name as shown on the income tax return, which is Musco Corporation. We cannot legally issue a W-9 for Musco Sports Lighting, LLC, because this entity does not actually file its own return but can and does have its own tax ID, which is 42-1511754.

VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $175M. (The period of the 12-month period is Jan 2021/Dec 2021). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.

3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	N	N	
2. T-PASS (State of Texas)	N	N	
3. OMNIA Partners	N	N	
4. Sourcewell (NJPA)	Y		Sports Lighting with Related Supplies and Services
5. E&I Cooperative	N	N	
6. Houston-Galveston Area Council (HGAC)	N	N	
7. Choice Partners	N	N	
8. The Interlocal Purchasing System (TIPS)	N	Y 2010 - Feb 2022	
9. Other	See attached		

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): Price per contract **Proposed Discount (%):** Price per contract

Explanation: Musco is an engineered-to-order design system, pricing is per the representative field in the contact.

Buy Board Federal and State/Purchasing Cooperative Experience

3. Provide information requested below for other purchasing cooperatives for which Proposer currently services, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

Purchasing Group	Contract Number	Current Vendor? (Y/N)	Former Vendor (Y/N)? - If yes, list years as vendor	Awarded Commodity Category(ies)
1 Government Procurement Alliance (1GPA)	18-23DP-01	Y		Athletic Field/Court and Parking Lot Lighting Systems and Installation
BuyBoard	592-19	Y		Parks and Recreation Equipment and Field Lighting Products and Installation
Clay County, FL	RFP 18/19-2	Y		Various Equipment and Amenities for Parks and Playgrounds
Cooperative Education Services (CES)	19-014N-C104-ALL	Y		Indoor and Outdoor Athletic Recreational Lighting Systems
CoStars	014-232	Y		Recreational & Fitness Equipment and Services
Equalis Group	COG-2102A	Y		Sports & Facility Lighting with Installation and Related Services & Solutions
James Madison University (VA)	UCPJMU5091	Y		Theatrical, Athletic Field, and Specialty Lighting
Keystone Purchasing Network	KPN 201901-01	Y		Athletic Field/Court & Parking Lot Lighting
King County Director's Association (WA)	19-406	Y		Sport Court/Field Lighting
Louisiana Municipal Advisory and Technical Service Bureau, Inc (LAMats)	RFP #01-20	Y		Sports Lighting
Sourcewell	071619-MSL	Y		Sports Lighting with Related Supplies and Services
State of Utah Division of Purchasing	MA3075	Y		Ball Field Sports Lighting

GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1. City of Grapevine, Chris Smith, 817-410-3473, chriss@grapevinetexas.gov,Price per BuyBoard					
2. City of Round Rock, Rick Atkins, 512-341-3344, ricka@roundrocktexas.gov, Price per BuyBoard					
3. City of Irving, Mike Griffith, 972-721-5021, mgriffit@cityof irving.org, Price per BuyBoard					
4. City of El Paso, Hawk Scott, 915-346-5684, ScottHV@elpasotexas.gov, Price per BuyBoard					
5. New Deal ISD, Matt Reed, 806-746-5833 ext. 201, MattR@ndisd.net, Price per BuyBoard					

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☐ **NO** ☒ If YES, please explain:

_____

_____

_____

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal**. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

Musco Sports Lighting, LLC Company Profile

Musco has shaped the history of sports lighting since 1976, with innovations in glare reduction and light control responsible to the needs of facility owners, players, fans, neighbors, and the night sky. Musco's TLC for LED® technology is the system of choice everywhere from community fields to major stadiums and arenas, to international superspeedways, to the Olympic Games, and is backed by a long-term parts and labor warranty.

Contact Musco at 800-825-6030 or at www.musco.com for your customized price quote.

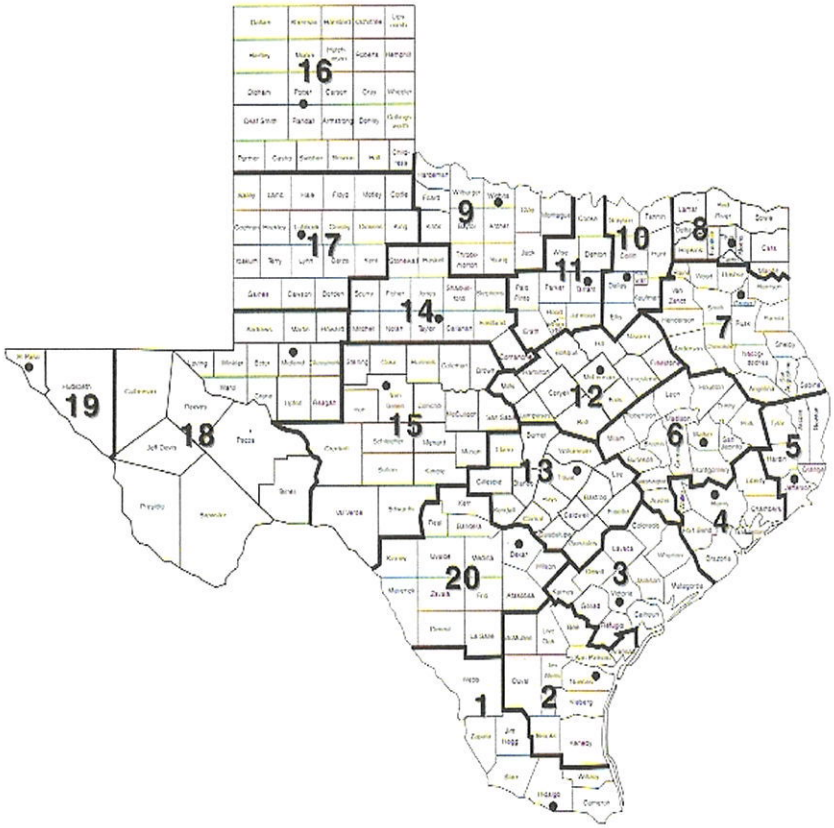
TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.

X I will service Texas Cooperative members statewide.

Regional Education Service Centers



Region and Headquarters

1 Edinburg
2 Corpus Christi
3 Victoria
4 Houston
5 Beaumont
6 Huntsville
7 Kilgore
8 Mount Pleasant
9 Wichita Falls
10 Richardson
11 Fort Worth
12 Waco
13 Austin
14 Abilene
15 San Angelo
16 Amarillo
17 Lubbock
18 Midland
19 El Paso
20 San Antonio

STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com** at least five (5) business days prior to the Proposal Due Date.) ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- X I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Musco Sports Lighting, LLC
Name of Vendor

677-22
Proposal Invitation Number

Signature of Authorized Company Official

James M. Hansen
Printed Name of Authorized Company Official

March 31, 2022
Date

LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	Contact Person	Contact Information (Mailing Address, Phone, Fax, Email)
Musco Sports Lighting, LLC (Sales Office)	Tod Spears, Regional Sales Manager	400 W Main, Suite #222 Round Rock, TX 78664 Phone 800-825-6030 Fax 800-374-6402

MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

N/A

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* **(*attach W-9)**

PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

21 years as Musco Sports Lighting, LLC

25 years prior as Musco Sports Lighting, Inc

2. Describe Vendor's direct experience (not as a subcontractor) performing the Work proposed under this Contract. Include a brief description of the projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Vendor's capabilities relative to this Contract.

Musco provides materials & project management. Musco also provides installation of the projects by utilitizing a local subcontractor.

Temple ISD Soccer, Turnkey installation, $296,350 February 2021, Steve Prentiss, Temple ISD

Wagoner High School Football Relight, Retrofit installation, $163,500 April 2021, Randy Harris, Wagoner School District

Oak Grove Park Softball Complex,Turnkey installation, $2,499,251, February 2018, Chris Smith, City of Grapevine

3. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Musco has a staff of over 100 Team Members to help with project management, project development and project selection. Team Members used for these projects are trained and solely devoted to the project management of the projects. They are are readily available to all Cooperative members.

4. The Contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act) or other applicable law (for entities outside of Texas). If you are performing Work under the Contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the Contract?

We work with the customer to define what their needs are for each specific project. We can assist in helping them procure these services seperately or work with the services they are already working with.

5. Describe the tasks and functions that can be completed by Vendor in-house without the use of a subcontractor or other third party.

Project design and management, production of product, installation of parts and services on existing lighting projects.

6. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

Musco Sports Lighting markets our products through tradeshows, conventions, direct mail and advertising. Musco does targeted, personalized marketing promotions to specific customer groups and would be able to provide information on BuyBoard as approporiate in those promotions. Musco's direct sales team will provide entities with literature and education on benefits of BuyBoard. Musco's sales team receives on going training and support on best practices for selling projects through the BuyBoard.

7. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Please find attached bank reference letter (Wells Fargo, pg.34, marked confidential) and bonding letter (USI, pgs. 35-36, marked confidential). None of the parties listed have been a debtor partyto a bankruptcy, receivership or insolvency proceeding in the last 7 years.

8. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

Musco has no outstanding financial judgements and/or is not currently in default on any loan or financing agreement.

9. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. Include any contract for which the surety was notified of a potential claim in regard to a payment or performance bond. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, notice to surety, failure to complete or deliver the work, or termination.

Musco has not defaulted.

10. List all litigation or other legal proceedings (including arbitration proceedings and/or claims filed with a surety in regard to a payment or performance bond), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

No litigation or other legal proceedings in the last 10 years that relates to or arises from a contract similiar to this contract or work.

11. Describe in detail the quality control system Vendor will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the Contract.

All components of the lighting system are UL Listed or UL Classified including the poles and lightning ground electrode and down conductor. The components are also designed in a way that the fixtures withstand winds of 150 mph and maintain alignment. These examples allow for the product to carry a long term warranty.

12. If the Work will require Vendor to tender performance or payment bonds, provide the name of the bonding company or surety that will issue such bonds.

The bonding company that will issue bonds is Travelers Casualty and Surety Company, see attached letter (USI, pgs. 35-36, marked confidential.

13. Describe in detail all documented safety issues, if any, that have involved Vendor in the last three years related to the type of work contemplated under this Contract. Provide a three-year history of your firm's workers compensation experience modifier.

Musco does not have any safety issues that would affect this contract, see attached EMR reference letter (AON pg. 37, marked confiential).

12007 Research Boulevard ▪ Austin, Texas 78759-2439 · PH: 800-695-2919 ▪ buyboard.com

VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases. Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: Musco Sports Lighting, LLC

Signature of Vendor Authorized Representative

Printed Name: James M. Hansen

Title: Secretary

Date: March 31, 2022

(For Cooperative Administrator Use Only)

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____

REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☒ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

☒ Reviewed/Completed: **Proposal Acknowledgements**
☒ Reviewed/Completed: **Felony Conviction Disclosure**
☒ Reviewed/Completed: **Resident/Nonresident Certification**
☒ Reviewed/Completed: **Debarment Certification**
☒ Reviewed/Completed: **Vendor Employment Certification**
☒ Reviewed/Completed: **No Boycott Verification**
☒ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
☒ Reviewed/Completed: **Historically Underutilized Business Certification**
☒ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
☒ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
☒ Reviewed/Completed: **Deviation and Compliance**
☒ Reviewed/Completed: **Vendor Consent for Name Brand Use**
☒ Reviewed/Completed: **Confidential/Proprietary Information**
☒ Reviewed/Completed: **EDGAR Vendor Certification**
☒ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

☒ Reviewed/Completed: **Vendor Business Name**
☒ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☒ Reviewed/Completed: **Governmental References**
☒ Reviewed/Completed: **Company Profile**
☒ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☒ Reviewed/Completed: **Local/Authorized Seller Listings**
☒ Reviewed/Completed: **Manufacturer Dealer Designation**
☒ Reviewed/Completed: **Proposal Invitation Questionnaire**
☐ Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** *(Optional)*

☒ Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) and* **Manufacturer Authorization Letters** *must be submitted with the Proposal or the Proposal will not be considered.*

PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted**.

PROPOSAL NOTE 2: Field Lighting Products - Vendors shall provide a catalog/pricelist that includes the manufacturer design number, light system fixtures, equipment and pricing associated with all types of field lighting products for various pole setbacks, base paths and foot candle ranges. Prices for lighting system equipment shall be based on various wind speeds (i.e. 90 MPH, 110 MPH, 130 MPH) and shall include delivery and meet the most recent IBC building code requirements.

Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Section I: Parks and Sports Field Lighting Equipment, Products, and Supplies

1. Discount (%) off catalog/pricelist for **Football Field Lighting Products** (LED, HID, and other related lighting products) equipment, and related items.
2. Discount (%) off catalog/pricelist for **Baseball Field Lighting Products** (LED, HID, and other related lighting products), equipment, and related items.
3. Discount (%) off catalog/pricelist for **Outdoor Basketball Court Lighting Products** (LED, HID, and other related lighting products), equipment, and related items.
4. Discount (%) off catalog/pricelist for **Softball Field Lighting Products** (LED, HID, and other related lighting products), equipment, and related items.
5. Discount (%) off catalog/pricelist for **Soccer Field Lighting Products** (LED, HID, and other related lighting products), equipment, and related items.
6. Discount (%) off catalog/pricelist for **Tennis Court Lighting Products** (LED, HID, and other related lighting products), equipment, and related items.
7. Discount (%) off catalog/pricelist for **Retrofit and Relighting Products** (LED, HID, and other related lighting products for existing poles and other park and sport field lighting structures) equipment, and related items.
8. Discount (%) off catalog/pricelist for **Indoor Sport Lighting Products** (LED, HID, and other related lighting products for use in arenas and gymnasiums), equipment, and related items.
9. Discount (%) off catalog/pricelist for **Venue Lighting Products** (LED, HID, and other related lighting products for use in entertainment venues and amphitheaters), equipment, and related items.
10. Discount (%) off catalog/pricelist for **All Other Parks and Sports Field Lighting Products** (LED, HID, and other related lighting products), equipment, and related items.

Section II: Repair/Replacement Parts

11. Discount (%) off catalog/pricelist for **Repair and Replacement Parts on Parks and Sports Field Lighting Products.**

PROPOSAL NOTE 3: Vendors proposing to provide Installation and Repair Service for Park and Sports Field Lighting Products may propose either a not-to-exceed hourly labor rate, a coefficient from the RSMeans Unit Price Book, or both.

A coefficient proposed **on lines 16 and 17** below should be the price multiplier that vendor proposes to be applied to the unit price book(s) identified in the Proposal specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours").

Whether hourly or coefficient are proposed, hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours") as defined and in accordance with the requirements referenced in this proposal invitation.

Section III: Installation and Repair Service for Park and Sports Field Lighting Products

12. **Hourly Labor Rate for Standard Hours Installation/Repair Service of Park and Sports Field Lighting Products** - Not to Exceed hourly labor rate for Installation/Repair Service of equipment and Products.
13. **Hourly Labor Rate for Non-Standard Hours Installation/Repair Service of Park and Sports Field Lighting Products** - Not to Exceed hourly labor rate for Installation/Repair Service of equipment and Products.
14. **Hourly Labor Rate for Standard Hours Testing Maintenance Service of Park and Sports Field Lighting Products** - Not to Exceed hourly labor rate for Testing Maintenance Service of equipment and Products.
15. **Hourly Labor Rate for Non-Standard Hours Testing Maintenance Service of Park and Sports Field Lighting Products** - Not to Exceed hourly labor rate for Testing Maintenance Service of equipment and Products.
16. **Coefficient for Standard Hours as listed in RSMeans Cost Data Book -** RSMeans Cost Data from the Total INCL O&P column (most current edition).
17. **Coefficient for Non-Standard Hours as listed in RSMeans Cost Data Book** - RSMeans Cost Data from the Total INCL O&P column (most current edition).

Musco Sports Lighting, LLC Information

Contact: Amanda Hudnut
Address: 100 1st Ave West
PO Box 808
Oskaloosa, IA 52577
Phone: (800) 825-6030
Fax: (641) 672-1996
Email: musco.contracts@musco.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Amanda M Hudnut
Signature

musco.contracts@musco.com
Email

Submitted at 4/7/2022 11:11:30 AM

Requested Attachments

Company Profile

Musco Sports Lighting LLC Company Profile.docx

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

Catalog/Pricelist

Musco RFP 677-22 Pricing.pdf

REQUIRED-In Excel or PDF format, upload catalog(s)/pricelist(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed

Musco explanation.pdf

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

BuyBoard Proposal Invitation No. 677-22 Parks and Sports Field Lighting Products and Installation Services

Musco Submittal BuyBoard 677-22.pdf

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (Please DO NOT password protect uploaded files.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification

2022 W-9.pdf

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Manufacturer Authorization Letter(s)

Musco Buy Board Manufacturer Authorization.pdf

REQUIRED - Upload Manufacturer Authorization Letter(s)in PDF format. Manufacturers responding to this proposal invitation, in lieu of an authorization letter, must submit a response on company letterhead explaining that the company is a manufacturer of products proposed. Dealers responding to this Proposal Invitation should submit an approval letter from each manufacturer or a response on company letterhead explaining that the company is not required to submit an authorization letter.

Response Attachments

Musco Sports Lighting LLC Catalog February 2022.pdf

Musco Sports Lighting LLC Catalog (February 2022)

Bid Attributes

1 **Federal Identification Number**

Federal Identification Number

42-1511754

2 **HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification**

HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

3 **No Israel Boycott Certification**

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees 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. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"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. TEX. GOV'T CODE §808.001(1).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Yes

4 **No Excluded Nation or Foreign Terrorist Organization Certification**

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Yes

5 **MWBE/HUB Status Certification**

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

6 **Minority Owned Business**

Minority Owned Business

☐ *Minority Owned Business (Yes)*

7 **Women Owned Business**

Women Owned Business

☐ *Women Owned Business (Yes)*

8 **Service-Disabled Veteran Owned Business**

Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)

☐ *Service-Disabled Veteran Owned Business (Yes)*

9 **Certification Number**

Certification Number

No response

10 **Name of Certifying Agency**

Certifying Agency

No response

11 **Non-MWBE/HUB**

My company has NOT been certified as a MWBE/HUB

☑ Non-HUB (Yes)

12 **Vendor General Contact Information**

Proposal/Contract General Contact Information

13 **Vendor Proposal/Contract Contact Name**

Vendor Proposal/Contract Contact Name

Amanda Hudnut

14 **Vendor Proposal/Contract Contact E-mail Address**

Vendor Proposal/Contract Contact E-mail Address

musco.contracts@musco.com

15 **Vendor Proposal/Contract Mailing Address**

Vendor Proposal/Contract Mailing Address

100 1st Ave West, PO Box 808

16 **Vendor Proposal/Contact Mailing Address - City**

Vendor Proposal/Contact Mailing Address - City

Oskaloosa

17 **Vendor Proposal/Contact Mailing Address - State**

Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name)

IA

18 **Vendor Proposal/Contact Mailing Address - Zip Code**

Vendor Proposal/Contact Mailing Address - Zip Code

52577

19 **Vendor Proposal/Contact Phone Number**

Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx)

800-825-6030

20 **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

No response

21 **Company Website**

Company Website (www.XXXXX.com)

www.musco.com

22 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- I will use the internet to receive Purchase Orders at the following address

Yes

23 **Purchase Order E-mail Address**

Purchase Order E-mail Address

musco.contracts@musco.com

24 **Purchase Order Contact Name**

Purchase Order Contact Name

Amanda Hudnut

25 **Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

800-825-6030

26 **Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

No response

27 **Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

No response

28 **Alternate Purchase Order Contact Name**

Alternate Purchase Order Contact Name

No response

29 **Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

No response

30 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

No response

31 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

No

32 **Request for Quotes (â€œRFQâ€)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

33 **Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

musco.contracts@musco.com

34 **Request for Quote (RFQ) Contact Name**

Request for Quote (RFQ) Contact Name

Amanda Hudnut

35 **Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

800-825-6030

36 **Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

No response

37 **Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

No response

38 **Alternate Request for Quote (RFQ) Contact Name**

Alternate Request for Quote (RFQ) Contact Name

No response

39 **Alternate Request for Quote (RFQ) Contact Phone Number**

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

No response

40 **Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

No response

41 **Invoices**

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**.

42 **Invoices**

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

(a) Service fee invoices and related communications should be provided directly to my company at:

or

(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:

If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.

Service fee invoices and notices direct to company

43 **Invoice Company Name**

Invoice Company Name

Musco Sports Lighting, LLC

44 **Invoice Company Department Name**

Invoice Company Department Name

Accounting

45 **Invoice Contact Name**

Invoice Contact Name

Accounts Payable

46 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

100 1st Ave West, PO Box 808

47 **Invoice Mailing Address - City**

Invoice Mailing Address - City

Oskaloosa

48 **Invoice Mailing Address - State**

Invoice Mailing Address - State (Abbreviate State Name)

IA

49 **Invoice Mailing Address - Zip Code**

Invoice Mailing Address (Zip Code)

52577

50 **Invoice Contact Phone Number**

Invoice Contact Phone Number (xxx-xxx-xxxx)

800-825-6020

51 **Invoice Contact Extension Number**

Invoice Contact Extension Number

No response

52 **Invoice Contact Fax Number**

Invoice Contact Fax Number (xxx-xxx-xxxx)

No response

53 **Invoice Contact E-mail Address**

Invoice Contact E-mail

ap@musco.com

54 **Invoice Contact Alternate E-mail Address**

Invoice Contact Alternate E-mail Address

No response

55 **Billing Agent Company Name**

Billing Agent Company Name

No response

56 **Billing Agent Department Name**

Billing Agent Department Name

No response

57 **Billing Agent Contact Name**

Billing Agent Contact Name

No response

58 **Billing Agent Mailing Address**

Billing Agent Mailing Address (P.O. Box or Street Address)

No response

59 **Billing Agent Mailing Address - City**

Billing Agent Mailing Address - City

No response

60 **Billing Agent Mailing Address - State**

Billing Agent Mailing Address - State (Abbreviate State Name)

No response

61 **Billing Agent Mailing Address - Zip Code**

Billing Agent Mailing Address - Zip Code

No response

62 **Billing Agent Contact Phone Number**

Billing Agent Contact Phone Number (xxx-xxx-xxxx)

No response

63 **Billing Agent Contact Extension Number**

Billing Agent Contact Extension Number

No response

64 **Billing Agent Fax Number**

Billing Agent Fax Number

No response

65 **Billing Agent Contact E-mail Address**

Billing Agent Contact E-mail Address

No response

66 **Billing Agent Alternative E-mail Address**

Billing Agent Alternative E-mail Address

No response

67 **Shipping Via**

Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other

Company Truck

68 **Payment Terms**

Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

Net 30 days

69 **Vendor's Internal/Assigned Reference/Quote Number**

Vendor's Internal/Assigned Reference/Quote Number

No response

70 **State or Attach Return Policy**

Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.

No returns, repairs are covered by Musco's Warranty Department

71 **Electronic Payments**

Are electronic payments acceptable to your company?

Yes

72 **Credit Card Payments**

Are credit card payments acceptable to your company?

No

73 **Texas Regional Service Designation**

Texas Regional Service Designation - Refer to Form in Proposal Invitation

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

74 **Company Name**

Company Name

Musco Sports Lighting, LLC

75 **Texas Regional Service Designation**

Select only one of the following options**.** If you select **"I will NOT serve all Regions of Texas",** you must then check the individual Regions you wish to serve.

All Regions

76 **Region 1**

Region 1 - Edinburg

☐ *Region 1 (1)*

77 **Region 2**

Region 2 - Corpus Christi

☐ *Region 2 (2)*

78 **Region 3**

Region 3 - Victoria

☐ *Region 3 (3)*

79	**Region 4** Region 4 - Houston ☐ *Region 4 (4)*
80	**Region 5** Region 5 - Beaumont ☐ *Region 5 (5)*
81	**Region 6** Region 6 - Huntsville ☐ *Region 6 (6)*
82	**Region 7** Region 7 - Kilgore ☐ *Region 7 (7)*
83	**Region 8** Region 8 - Mount Pleasant ☐ *Region 8 (8)*
84	**Region 9** Region 9 - Wichita Falls ☐ *Region 9 (9)*
85	**Region 10** Region 10 - Richardson ☐ *Region 10 (10)*
86	**Region 11** Region 11 - Fort Worth ☐ *Region 11 (11)*
87	**Region 12** Region 12 - Waco ☐ *Region 12 (12)*
88	**Region 13** Region 13 - Austin ☐ *Region 13 (13)*
89	**Region 14** Region 14 - Abilene ☐ *Region 14 (14)*
90	**Region 15** Region 15 - San Angelo ☐ *Region 15 (15)*

91	**Region 16** Region 16 - Amarillo ☐ *Region 16 (16)*
92	**Region 17** Region 17 - Lubbock ☐ *Region 17 (17)*
93	**Region 18** Region 18 - Midland ☐ *Region 18 (18)*
94	**Region 19** Region 19 - El Paso ☐ *Region 19 (19)*
95	**Region 20** Region 20 - San Antonio ☐ *Region 20 (20)*
96	**State Service Designation** **State Service Designation - Refer to Form in Proposal Invitation.** As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.*** If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*
97	**Company Name** Company Name Musco Sports Lighting, LLC
98	**State Service Designation** **Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.** All States
99	**Alabama** Alabama ☐ *Alabama (AL)*

100	**Alaska** Alaska ☐ *Alaska (AK)*
101	**Arizona** Arizona ☐ *Arizona (AZ)*
102	**Arkansas** Arkansas ☐ *Arkansas (AR)*
103	**California** California (Public Contract Code 20118 & 20652) ☐ *California (CA)*
104	**Colorado** Colorado ☐ *Colorado (CO)*
105	**Connecticut** Connecticut ☐ *Connecticut (CT)*
106	**Delaware** Delaware ☐ *Delaware (DE)*
107	**District of Columbia** District of Columbia ☐ *District of Columbia (DC)*
108	**Florida** Florida ☐ *Florida (FL)*
109	**Georgia** Georgia ☐ *Georgia (GA)*
110	**Hawaii** Hawaii ☐ *Hawaii (HI)*
111	**Idaho** Idaho ☐ *Idaho (ID)*

112	**Illinois** Illinois ☐ *Illinois (IL)*
113	**Indiana** Indiana ☐ *Indiana (IN)*
114	**Iowa** Iowa ☐ *Iowa (IA)*
115	**Kansas** Kansas ☐ *Kansas (KS)*
116	**Kentucky** Kentucky ☐ *Kentucky (KY)*
117	**Louisiana** Louisiana ☐ *Louisiana (LA)*
118	**Maine** Maine ☐ *Maine (ME)*
119	**Maryland** Maryland ☐ *Maryland (ME)*
120	**Massachusetts** Massachusetts ☐ *Massachusetts (MA)*
121	**Michigan** Michigan ☐ *Michigan (MI)*
122	**Minnesota** Minnesota ☐ *Minnesota (MN)*
123	**Mississippi** Mississippi ☐ *Mississippi (MS)*

124	**Missouri** Missouri ☐ *Missouri (MO)*
125	**Montana** Montana ☐ *Montana (MT)*
126	**Nebraska** Nebraska ☐ *Nebraska (NE)*
127	**Nevada** Nevada ☐ *Nevada (NV)*
128	**New Hampshire** New Hampshire ☐ *New Hampshire (NH)*
129	**New Jersey** New Jersey ☐ *New Jersey (NJ)*
130	**New Mexico** New Mexico ☐ *New Mexico (NM)*
131	**New York** New York ☐ *New York (NY)*
132	**North Carolina** North Carolina ☐ *North Carolina (NC)*
133	**North Dakota** North Dakota ☐ *North Dakota (ND)*
134	**Ohio** Ohio ☐ *Ohio (OH)*
135	**Oklahoma** Oklahoma ☐ *Oklahoma (OK)*

136	**Oregon** Oregon ☐ *Oregon (OR)*
137	**Pennsylvania** Pennsylvania ☐ *Pennsylvania (PA)*
138	**Rhode Island** Rhode Island ☐ *Rhode Island (RI)*
139	**South Carolina** South Carolina ☐ *South Carolina (SC)*
140	**South Dakota** South Dakota ☐ *South Dakota (SD)*
141	**Tennessee** Tennessee ☐ *Tennessee (TN)*
142	**Texas** Texas ☐ *Texas (TX)*
143	**Utah** Utah ☐ *Utah (UT)*
144	**Vermont** Vermont ☐ *Vermont (VT)*
145	**Virginia** Virginia ☐ *Virginia (VA)*
146	**Washington** Washington ☐ *Washington (WA)*
147	**West Virginia** West Virginia ☐ *West Virginia (WV)*

148	**Wisconsin** Wisconsin ☐ *Wisconsin (WI)*

149	**Wyoming** Wyoming ☐ *Wyoming (WY)*

Bid Lines

1 **Section I: Parks and Sports Field Lighting Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Football Field Lighting Products** (LED, HID, and other related lighting products) Equipment, and related items. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Field Lighting Products - Vendors shall provide a catalog/pricelist that includes the manufacturer design number, light system fixtures, equipment and pricing associated with all types of field lighting products for various pole setbacks, base paths and foot candle ranges. Prices for lighting system equipment shall be based on various wind speeds (i.e. 90 MPH, 110 MPH, 130 MPH) and shall include delivery and meet the most recent IBC building code requirements. Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Musco RFP 677-22 Pricing

2 **Section I: Parks and Sports Field Lighting Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Baseball Field Lighting Products** (LED, HID, and other related lighting products) Equipment, and related items. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Field Lighting Products - Vendors shall provide a catalog/pricelist that includes the manufacturer design number, light system fixtures, equipment and pricing associated with all types of field lighting products for various pole setbacks, base paths and foot candle ranges. Prices for lighting system equipment shall be based on various wind speeds (i.e. 90 MPH, 110 MPH, 130 MPH) and shall include delivery and meet the most recent IBC building code requirements. Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Musco RFP 677-22 Pricing

3 **Section I: Parks and Sports Field Lighting Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Outdoor Basketball Court Lighting Products** (LED, HID, and other related lighting products) Equipment, and related items. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Field Lighting Products - Vendors shall provide a catalog/pricelist that includes the manufacturer design number, light system fixtures, equipment and pricing associated with all types of field lighting products for various pole setbacks, base paths and foot candle ranges. Prices for lighting system equipment shall be based on various wind speeds (i.e. 90 MPH, 110 MPH, 130 MPH) and shall include delivery and meet the most recent IBC building code requirements. Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Musco RFP 677-22 Pricing

4 **Section I: Parks and Sports Field Lighting Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Softball Field Lighting Products** (LED, HID, and other related lighting products) Equipment, and related items. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Field Lighting Products - Vendors shall provide a catalog/pricelist that includes the manufacturer design number, light system fixtures, equipment and pricing associated with all types of field lighting products for various pole setbacks, base paths and foot candle ranges. Prices for lighting system equipment shall be based on various wind speeds (i.e. 90 MPH, 110 MPH, 130 MPH) and shall include delivery and meet the most recent IBC building code requirements. Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Musco RFP 677-22 Pricing

5 **Section I: Parks and Sports Field Lighting Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Soccer Field Lighting Products** (LED, HID, and other related lighting products) Equipment, and related items. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Field Lighting Products - Vendors shall provide a catalog/pricelist that includes the manufacturer design number, light system fixtures, equipment and pricing associated with all types of field lighting products for various pole setbacks, base paths and foot candle ranges. Prices for lighting system equipment shall be based on various wind speeds (i.e. 90 MPH, 110 MPH, 130 MPH) and shall include delivery and meet the most recent IBC building code requirements. Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Musco RFP 677-22 Pricing

6 **Section I: Parks and Sports Field Lighting Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Tennis Court Lighting Products** (LED, HID, and other related lighting products) Equipment, and related items. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Field Lighting Products - Vendors shall provide a catalog/pricelist that includes the manufacturer design number, light system fixtures, equipment and pricing associated with all types of field lighting products for various pole setbacks, base paths and foot candle ranges. Prices for lighting system equipment shall be based on various wind speeds (i.e. 90 MPH, 110 MPH, 130 MPH) and shall include delivery and meet the most recent IBC building code requirements. Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Musco RFP 677-22 Pricing

7 **Section I: Parks and Sports Field Lighting Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Retrofit and Relighting Products** (LED, HID, and other related lighting products for existing poles and other park and sport field lighting structures) equipment, and related items. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Field Lighting Products - Vendors shall provide a catalog/pricelist that includes the manufacturer design number, light system fixtures, equipment and pricing associated with all types of field lighting products for various pole setbacks, base paths and foot candle ranges. Prices for lighting system equipment shall be based on various wind speeds (i.e. 90 MPH, 110 MPH, 130 MPH) and shall include delivery and meet the most recent IBC building code requirements. Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Musco RFP 677-22 Pricing

8 **Section I: Parks and Sports Field Lighting Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Indoor Sport Lighting Products** (LED, HID, and other related lighting products for use in arenas and gymnasiums), equipment, and related. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Field Lighting Products - Vendors shall provide a catalog/pricelist that includes the manufacturer design number, light system fixtures, equipment and pricing associated with all types of field lighting products for various pole setbacks, base paths and foot candle ranges. Prices for lighting system equipment shall be based on various wind speeds (i.e. 90 MPH, 110 MPH, 130 MPH) and shall include delivery and meet the most recent IBC building code requirements. Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Musco RFP 677-22 Pricing

9 **Section I: Parks and Sports Field Lighting Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Venue Lighting Products** (LED, HID, and other related lighting products for use in entertainment venues and amphitheaters), equipment, and related items. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Field Lighting Products - Vendors shall provide a catalog/pricelist that includes the manufacturer design number, light system fixtures, equipment and pricing associated with all types of field lighting products for various pole setbacks, base paths and foot candle ranges. Prices for lighting system equipment shall be based on various wind speeds (i.e. 90 MPH, 110 MPH, 130 MPH) and shall include delivery and meet the most recent IBC building code requirements. Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Musco RFP 677-22 Pricing

10

Section I: Parks and Sports Field Lighting Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **All Other Parks and Sports Field Lighting Products** (LED, HID, and other related lighting products), equipment, and related items. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Field Lighting Products - Vendors shall provide a catalog/pricelist that includes the manufacturer design number, light system fixtures, equipment and pricing associated with all types of field lighting products for various pole setbacks, base paths and foot candle ranges. Prices for lighting system equipment shall be based on various wind speeds (i.e. 90 MPH, 110 MPH, 130 MPH) and shall include delivery and meet the most recent IBC building code requirements. Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Musco RFP 677-22 Pricing

11

Section II:Repair/Replacement Parts

Discount (%) off catalog/pricelist for **Repair and Replacement Parts on Parks and Sports Field Lighting Products.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Field Lighting Products - Vendors shall provide a catalog/pricelist that includes the manufacturer design number, light system fixtures, equipment and pricing associated with all types of field lighting products for various pole setbacks, base paths and foot candle ranges. Prices for lighting system equipment shall be based on various wind speeds (i.e. 90 MPH, 110 MPH, 130 MPH) and shall include delivery and meet the most recent IBC building code requirements. Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Musco RFP 677-22 Pricing

12 **Section III: Installation and Repair Service for Park and Sports Field Lighting Products - Hourly Labor Rate for Standard Hours Installation/Repair Service of Park and Sports Field Lighting Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate **No Bid**

Item Notes:

PROPOSAL NOTE 3: Vendors proposing to provide Installation and Repair Service for Park and Sports Field Lighting Products

may propose either a not-to-exceed hourly labor rate or a coefficient from the RSMeans Unit Price Book, or both.

A coefficient proposed **on lines 16 and 17** below should be the price multiplier that vendor proposes to be applied to the unit price book(s) identified in the Proposal specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours").

Whether hourly or coefficient are proposed, hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours") as defined and in accordance with the requirements referenced in this proposal invitation.

13 **Section III: Installation and Repair Service for Park and Sports Field Lighting Products - Hourly Labor Rate for Non-Standard Hours Installation/Repair Service of Park and Sports Field Lighting Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate **No Bid**

Item Notes:

PROPOSAL NOTE 3: Vendors proposing to provide Installation and Repair Service for Park and Sports Field Lighting Products may propose either a not-to-exceed hourly labor rate or a coefficient from the RSMeans Unit Price Book, or both.

A coefficient proposed **on lines 16 and 17** below should be the price multiplier that vendor proposes to be applied to the unit price book(s) identified in the Proposal specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours").

Whether hourly or coefficient are proposed, hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours") as defined and in accordance with the requirements referenced in this proposal invitation.

14 **Section III: Installation and Repair Service for Park and Sports Field Lighting Products - Hourly Labor Rate for Standard Hours Testing Maintenance Service of Park and Sports Field Lighting Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate **No Bid**

Item Notes:

PROPOSAL NOTE 3: Vendors proposing to provide Installation and Repair Service for Park and Sports Field Lighting Products may propose either a not-to-exceed hourly labor rate or a coefficient from the RSMeans Unit Price Book, or both.

A coefficient proposed **on lines 16 and 17** below should be the price multiplier that vendor proposes to be applied to the unit price book(s) identified in the Proposal specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours").

Whether hourly or coefficient are proposed, hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours") as defined and in accordance with the requirements referenced in this proposal invitation.

15 **Section III: Installation and Repair Service for Park and Sports Field Lighting Products - Hourly Labor Rate for Non-Standard Hours Testing Maintenance Service of Park and Sports Field Lighting Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate **No Bid**

Item Notes:

PROPOSAL NOTE 3: Vendors proposing to provide Installation and Repair Service for Park and Sports Field Lighting Products may propose either a not-to-exceed hourly labor rate or a coefficient from the RSMeans Unit Price Book, or both.

A coefficient proposed **on lines 16 and 17** below should be the price multiplier that vendor proposes to be applied to the unit price book(s) identified in the Proposal specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours").

Whether hourly or coefficient are proposed, hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours") as defined and in accordance with the requirements referenced in this proposal invitation.

16 **Section III: Installation and Repair Service for Park and Sports Field Lighting Products - Coefficient for Standard Hours as listed in RSMeans Cost Data Book -** RSMeans Cost Data from the Total INCL O&P column (most current edition).

Quantity: 1 UOM: Adjustment Factor Price: $1.00 Total: $1.00

Item Notes:

PROPOSAL NOTE 3: Vendors proposing to provide Installation and Repair Service for Park and Sports Field Lighting Products may propose either a not-to-exceed hourly labor rate or a coefficient from the RSMeans Unit Price Book, or both.

A coefficient proposed **on lines 16 and 17** below should be the price multiplier that vendor proposes to be applied to the unit price book(s) identified in the Proposal specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours").

Whether hourly or coefficient are proposed, hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours") as defined and in accordance with the requirements referenced in this proposal invitation.

17 **Section III: Installation and Repair Service for Park and Sports Field Lighting Products - Coefficient for Non-Standard Hours as listed in RSMeans Cost Data Book -** RSMeans Cost Data from the Total INCL O&P column (most current edition).

Quantity: 1 UOM: Adjustment Factor Price: $1.30 Total: $1.30

Item Notes:

PROPOSAL NOTE 3: Vendors proposing to provide Installation and Repair Service for Park and Sports Field Lighting Products may propose either a not-to-exceed hourly labor rate or a coefficient from the RSMeans Unit Price Book, or both.

A coefficient proposed **on lines 16 and 17** below should be the price multiplier that vendor proposes to be applied to the unit price book(s) identified in the Proposal specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours").

Whether hourly or coefficient are proposed, hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours") as defined and in accordance with the requirements referenced in this proposal invitation.

Response Total: $2.30

WELLS FARGO

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Wells Fargo Bank, N.A.
Commercial Banking
F0005-031
801 Walnut Street, 3rd Floor
Des Moines, IA 50309

November 3, 2021

Musco Sports Lighting, LLC
Attn: Diana Palmer
100 1st Avenue West
Oskaloosa, IA 52577

RE: Account Name: Musco Sports Lighting, LLC
Account Number: 4121225395

This letter is in reference to Musco Sports Lighting, LLC, a valued client of Wells Fargo Bank, N.A. The executive management team at Musco is well known to us and we consider them to be very capable and of the highest integrity.

Musco Sports Lighting, LLC has maintained their banking relationship with us for over 15 years and have handled their depository and credit relationship in an exemplary manner.

Feel free to contact me at 515-245-8440 if you have any follow up questions.

Sincerely,

Casey A. Cason

Casey Cason
Senior Vice President
casey.a.cason@wellsfargo.com

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March 4, 2022

Re: Musco Sports Lighting, LLC
Bonding Capacity

To Whom It May Concern:

It has been the privilege of *Travelers Casualty and Surety Company of America* ("Travelers")[1] to provide surety bonds for *Musco Sports Lighting, LLC* for over 25+ years. During that time, they have completed, and we have bonded projects in the $50,000 - $4,000,000+ (US) range for a wide variety of owners with aggregate capacity in the $100,000,000.00+ range. Currently Musco Sports Lighting, LLC's surety bonding limits are:

Single Limit Capacity: $15,000,000.00
Aggregate Limit: $100,000,000.00

It is our opinion that *Musco Sports Lighting, LLC* is qualified to perform projects in this range. At their request we will give favorable consideration to providing the required performance and payment bonds.

Please note that the decision to issue performance and payment bonds is a matter between *Musco Sports Lighting, LLC* and *Travelers*, and will be subject to our standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Jessica J. Perkins
Attorney-In –Fact for
Travelers Casualty and Surety Company of America

[1]Travelers Casualty and Surety Company of America is rated A++ (Superior) by A.M. Best Financial Size Category XV ($2.0 Billion or greater).

A.M. Best's rating of A++ Superior applies to certain insurance subsidiaries of Travelers that are members of the Travelers Insurance Companies pool; other subsidiaries are included in another rating pool or are separately rated For a listing of companies rated by A.M. Best and other rating services visit www.travelers.com. Ratings are used with permission, and are subject to changes by the rating services. For the latest rating, access ambest.com.

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TRAVELERS

Casualty and Surety Company of America
Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JESSICA J PERKINS** of **DES MOINES**, **Iowa**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **4th** day of **March**, **2022**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

AON
Empower Results®

CONFIDENTIAL

Mary Pat Haug | mary.pat.haug@aon.com

July 1, 2021

Carrie Ferguson
Musco Sports Lighting, LLC
PO Box 808
Oskaloosa, IA 52577

Dear Carrie,

Below are the updated experience modification factors for Musco.

Effective Date	Exp Mod Factor
Interstate Mod	
07/01/2021	0.93
07/01/2020	0.92
07/01/2019	0.95
07/01/2018	0.77
07/01/2017	0.97
Intrastate Mod – California	
07/01/2021	0.81
07/01/2020	0.80
07/01/2019	0.80
07/01/2018	0.81
07/01/2017	1.05
Intrastate Mod – New Jersey	
07/01/2021	0.953
07/01/2020	0.954
07/01/2019	0.960
Intrastate Mod – New York	
07/01/2021	0.93
07/01/2020	0.92
Interstate Mod – Pennsylvania	
07/01/2021	0.862
07/01/2020	0.950

Please review and contact me with any questions.

Sincerely,

Mary Pat Haug

Mary Pat Haug, AAI
Sr. Account Specialist

:mph

Aon
17807 Burke Street | Suite #401 | Omaha, NE 68118
t +1.402.697.5754 | **m** +1.402.669.6694 | **f** +1.402.697.5759 | aon.com
CA License Number OD04043

Musco Sports Lighting, LLC is the manufacturer of a custom designed, engineered to order lighting system. Any BuyBoard price list or quote obtained from Musco Sports Lighting, LLC has already had discounts applied and is consistent with our other national cooperative pricing.

AGENDA ITEM REPORT
13.2.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2023-324 authorizing the City Manager to execute an Individual Project Order (IPO) with Garver in the amount of $124,525 for the Enclave Lift Station Improvements project funded from the Public Works Operations and Maintenance budget (Matt Rector)
Meeting:	Thursday, December 7, 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 Utility 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.

This project has received priority funded as part of the Public Works Operations and Maintenance budget to extend the life of the Enclave Lift Station. The proposed Enclave Lift Station Improvements project is assigned to Garver, as part of the rotation list, due to an immediate need for Public Works. The City owns and operates the Enclave Lift Station (LS) located at 1131 Enclave Way, Hutto Texas. The Enclave LS pumps wastewater into a 20-inch force main that conveys wastewater to the Hutto South Wastewater Treatment Plant (SWWTP). The Enclave LS is scheduled for decommissioning within the next 10 years but is in need of near-term rehabilitation and expansion; therefore, the City is looking to make pumping capacity upgrades, and to rehabilitate several facility components to improve operations and extend the life of the facility. The near-term rehabilitation and expansion was included as part of the operation and maintenance budget within the Public Works department.

The scope of work includes design, permitting, bid, and construction phase services for the Enclave Lift Station Improvements project. Once executed, the proposed design and bidding is anticipated for approximately 7-months prior to construction start, which is anticipated at the beginning of Fiscal Year 2025

AGENDA ITEM REPORT
13.2.

The purpose of this item is to award an Individual Project Order (IPO) to Garver as an approved consultant of the City's selected firms on the Utility Engineering professional Services rotation list.

SUMMARY OF REQUEST:

Approval of resolution as presented

STAFF REVIEW:

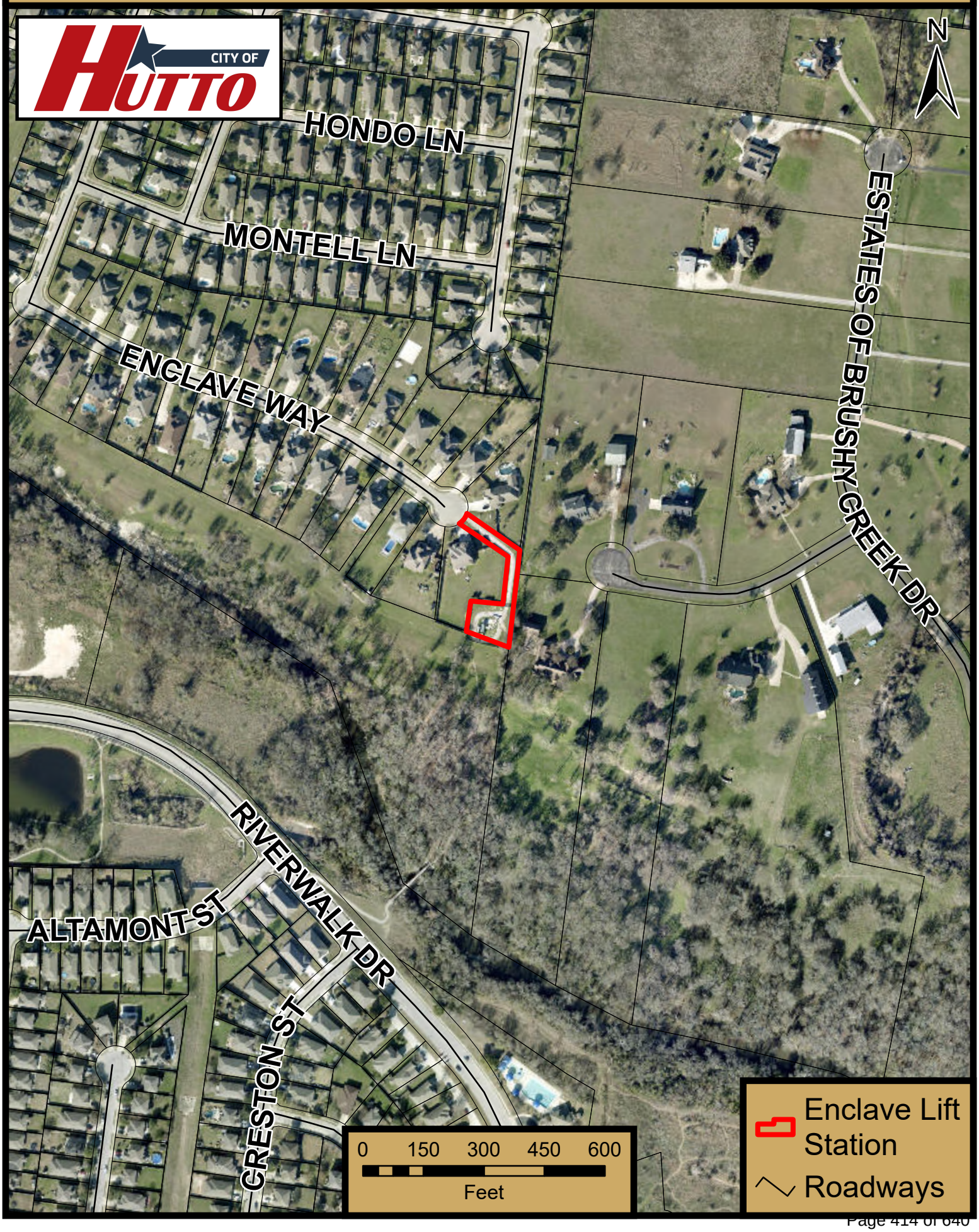
FISCAL NOTES:

Budget of $392,228 is available for this purchase of $124,525 in account 50-040-058-6315 Wastewater Pumps, Motors & Control Maint. There will be $267,703 budget remaining in this account after this purchase.

ATTACHMENTS:

1. Enclave_Lift_Station
2. 20231207 Garver Resolution for Enclave LS R-2023-324
3. Exhibit A - Scope of Services - Hutto Enclave LS Improvements 11.30.23
4. Exhibit B - Fee Spreadsheet - Hutto Enclave LS Improvements 11.30.23
5. Garver IPO 23-006A-001 DRAFT 11.30.23_
6. House-Bill-89-Verification-Form_

Enclave Lift Station



RESOLUTION NO. R-2023-324

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING A TASK ORDER BETWEEN GARVER AND THE CITY OF HUTTO IN THE AMOUNT OF $124,525 FOR THE ENCLAVE LIFT STATION 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 Garver to be included as part of the Utilities rotation list; and

WHEREAS, the City Council desires to execute a task order with Garver in the amount of $124,525 for services related to the Enclave Lift Station Improvements Project; and

WHEREAS, the City Council desires to authorize the City Manager to execute a task order with Garver 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 Garver; 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 7th day of December, 2023.

_____
Mike Snyder, Mayor

ATTEST:

_____
Angela Lewis, City Secretary

3755 S. Capital of Texas Highway
Suite 325
Austin, TX 78704

TEL 512.485.0009
FAX 512.485.0010

www.GarverUSA.com

EXHIBIT A: SCOPE OF SERVICES

City of Hutto

Enclave Lift Station Improvements

Garver Project No.: W07-2302410

BACKGROUND

The City of Hutto (City) owns and operates the Enclave Lift Station (LS) located at 1131 Enclave Way, Hutto Texas. The Enclave LS pumps wastewater into a 20-inch force main that conveys wastewater to the Hutto South Wastewater Treatment Plant (SWWTP). The Enclave LS is scheduled for decommissioning within the next 10 years but is in need of near-term rehabilitation and expansion; therefore, the City is looking to make pumping capacity upgrades, and to rehabilitate several facility components to improve operations and extend the life of the facility.

GENERAL

Generally, the scope of services includes:

1. Project Administration
2. Detailed engineering design covering the following project improvements:
    a. Wet well upgrades including:
        i. Install three new non-clog 8-inch submersible pumps to meet additional capacity needs. Dispose of the existing pumps.
        ii. Replace all pump discharge piping within the wet well.
        iii. Rehabilitate the wet well concrete interior with epoxy liner to reduce further corrosion.
        iv. Install an influent drop diverter in the wet well connected to the incoming 30-inch gravity line to reduce cascading influent on top of pumps.
        v. Replace guide rails and discharge elbows for use with the new pumps.
3. Submittal of permitting set to the Texas Commission on Environmental Quality (TCEQ)
4. Bidding Services
5. Construction Administration

ASSUMPTIONS

In developing the scope of work and associated level of effort discussed in this proposal, Garver has made the assumptions outlined below:

1. Temporary bypass pumping from onsite manholes will be discharged into the existing 20'' force main utilizing the 6'' and 10'' valve vault wall penetrations.
2. The 8'' pumps will fit into the existing wet well hatch opening with no required structural modifications.
3. The lift station's upgraded firm capacity will be 5,200 gpm.
4. The existing on-site 2-ton crane will be used to install the new pumps.

5. The proposed replacement pumps will be designed around the KSB Dmax 00-405/954XNG2-K Pumps.
6. The existing electrical service and backup generator are large enough to support the new pumps.

Task 1 – Project Administration

1. Garver will attend one in-person kickoff meeting to discuss project objectives, team member roles and responsibilities, communication protocols, document management protocols, and schedule. Garver will develop and provide minutes from this meeting.
2. Garver will perform an initial site visit with up to three (3) engineers including one (1) process mechanical engineer, one (1) structural engineer, and one (1) electrical engineer.
3. Garver will develop a Project Management Plan (PMP) and Quality Control/Assurance Plan (QCP).
4. Garver will prepare nine (9) monthly progress/status reports, sufficient to support monthly billings. Monthly status reports shall be submitted with monthly invoices.
5. Garver will lead eighteen (18) biweekly virtual design progress meetings with the Hutto staff.

Task 2 – 60% Design Deliverable

1. Garver will develop a list of technical specifications and develop preliminary front-end documents. Garver will utilize the Engineers Joint Council Documents Committee (EJCDC) standard documents as a base for developing the project's front-end documents.
2. Prepare 60% design drawings for one construction contract.
3. Prepare an estimate of construction quantities and develop an AACE Class 3 preliminary OPCC.
4. Garver to conduct QA/QC of 60% design based on the Project Management Plan.
5. Following the submittal of the 60% design set, Garver will attend an in-person 60% Design Review Workshop with Hutto staff.

Task 3 – 90% Design Deliverable

1. During 90% design phase of the project, Garver will incorporate the comments from the 60% reviews to progress the design.
2. Prepare a specification book including and technical specifications needed for the project, draft bid item description narrative, and bid item schedule.
3. Prepare 90% Design drawings for one construction contract.
4. Prepare an estimate of construction quantities and develop an AACE Class 2 preliminary OPCC.
5. Garver to conduct QA/QC of 90% design based on the Project Management Plan.
6. Following the submittal of the 90% design set, Garver will attend an in-person 90% Design Review Workshop with Hutto staff.

Task 4 - Bid-Ready 100% Design Deliverable

1. During the Contract Documents (100%) phase of the project, Garver will incorporate the comments from the 90% reviews to create the biddable design documents.
2. Garver will finalize the specification book and special conditions, if any. The Contract Documents will consist of drawings and specifications that set forth requirements for construction of the improvements and shall include proposal forms, notice to bidders, bid forms, bond forms, and other information as required by the Owner to competitively bid the

work.

3. Finalize construction quantities and prepare final OPCC (AACE Class 2).
4. Garver to conduct QA/QC of Bid-Ready Construction Package based on Project Management Plan.

Task 5 – Submit Permitting Set

Garver will submit the following documents to the TCEQ to fulfill their construction review requirements:

1. Transmittal letter.
2. Sealed Engineering Plans and specifications.

Task 6 – Bidding Services

Bidding assistance will include the following efforts:

1. Prepare and submit Advertisement for Bids to Hutto for newspaper publication as directed by Hutto staff. Hutto will submit to the newspaper and will pay advertising costs outside of this contract.
2. Post advertisement for bids, construction contract documents, and any associated information on CIVCAST, or Hutto preferred bidding site for download by prospective bidders. Hutto to pay for advertisement costs outside of this contract.
3. Support the contract documents by preparing up to two (2) addenda as appropriate.
4. Prepare for and participate in one pre-bid meeting.
5. Prepare a pre-bid meeting agenda.
6. Participate and lead a construction site tour following the pre-bid meeting by interested pre-bid meeting attendees and other interested parties.
7. Attend the bid opening.
8. Prepare bid tabulation.
9. Evaluate bids and recommend awards.
10. Prepare conformed construction documents.

Task 7 – Construction Administration Services

During the construction phase of work, Garver will accomplish the following:

1. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
2. Host biweekly progress/coordination meetings with the Owner/Contractor for a period not to exceed nine (9) months.
3. Evaluate and respond to construction material submittals and shop drawings, not to exceed twelve (12) submittals. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the Project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification

to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

4. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents. Not to exceed five (5) RFIs.
5. Review up to nine (9) 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. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
6. Maintain a set of working drawings and prepare and furnish record drawings.
7. When authorized by the Owner, prepare up to three (3) change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.
8. Participate in final Project inspection, prepare punch list, review final Project closing documents, and submit final pay request.'

The proposed fee for Construction Phase Services is based on a 270-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement, and the Owner wants Garver to continue the applicable Construction Phase Services, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.

Summary of Project Meetings and Workshops

The following is a summary of the coordination meetings and workshops with Hutto, as indicated above:

A. In-person Kickoff meeting
B. Virtual biweekly design progress meetings
C. In-person 60% design review workshop.
D. In-person 90% design review workshop.
E. Virtual biweekly construction progress meetings

Summary of Project Deliverables

The following will be submitted to Hutto, or others as indicated, by Garver:

A. 60% Design Drawings and Specifications in electronic (.pdf) format.
B. 90% Design Drawings and Specifications in electronic (.pdf) format.
C. 100% Design Drawings and Specifications in electronic (.pdf) format.
D. Letter for recommendation of Contractor Award in electronic (.pdf) format.
E. Record Drawings in electronic (.pdf) format.

Extra Work

Extra Work will be as directed by Hutto in writing for an additional fee as agreed upon by Hutto and Garver. The following items are not included under this agreement but will be considered as extra work:

A. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
B. 30% Design documents.
C. Engineering Design Report.
D. Construction materials testing.
E. Environmental site assessment.

F. Evaluation or design of odor control systems.
G. Hydraulic modeling.
H. Rehabilitation of manholes, force mains, or gravity collection line.
I. Building architecture or landscape architecture services.
J. Topographical survey.
K. Geotechnical site analysis.
L. Submittals or deliverables in addition to those listed herein.
M. Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
N. Permitting services for entities other than the TCEQ.
O. Structural engineering design.
P. Rehabilitation of the existing crane.
Q. Design of any valve vault drainage improvements.
R. Funding support.

Payment

For work described in this Scope of Services, the Owner agrees to pay Garver on a lump sum basis in the amount of One Hundred and Twenty-Four Thousand Five Hundred Twenty-Five Dollars and Zero Cents ($124,525.00). Payment invoices will be submitted to the Owner on a monthly basis, accompanied by a detailed progress report and task summary for the billing period, and payment will be made on a percent-complete basis for the lump sum fee.

Schedule

Garver shall begin work under this Agreement within ten (10) calendar days of a Notice to Proceed (NTP) and shall complete the work in accordance with the schedule below:

Work Item Description	Calendar Days
Kick-off Meeting	Within 10 days of NTP
Deliver 60% Design Documents	120 days after the kickoff meeting
Deliver 90% Design Documents	60 days after receiving the 60% review comments from the City
Deliver 100% Design Documents	30 days after receiving the 90% review comments
Bidding Phase	Estimated 60 days after completion of 100% Design Documents
Construction Phase	Estimated 270 days after Contractor NTP

EXHIBIT B

CITY OF HUTTO

Enclave LS Improvements

All Tasks

	WORK TASK DESCRIPTION	PM Ian/Jeff E-5 $247.00 hr.	Pmech Tyler E-5 $247.00 hr.	PE Chandler/Alex E-2 $144.00 hr.	Elect Brian E-6 $304.00 hr.	Elect Kain E-2 $144.00 hr.	Elect Carlos D-2 $135.00 hr.	Struct Grant E-6 $304.00 hr.	CAD Mariela D-2 $135.00 hr.	Tech Writer Jami RS-1 $104.00 hr.	QC Pruitt E-6 $304.00 hr.	GARVER LABOR
	Basic Services Section											
1.	**TASK *1 Project Administration***											
	1. Attend one in-person kickoff meeting, meeting prep, and minutes.	4		4								$1,564
	2. Site Visit	4		4	4			4				$3,996
	3. Develop PMP and QA/QC			2								$288
	4. Prepare Monthly Status Reports (9)	4		4								$1,564
	5. Bi weekly virtual design progress meetings (18)	10	4	10	4	4						$6,690
												$0
	Subtotal - TASK 1 Project Administration	**22**	**4**	**24**	**8**	**4**	**0**	**4**	**0**	**0**	**0**	**$14,102**
3.	**TASK 2 - 60% Design Deliverable**											
	1. Prepare Technical Specifications and Front End Documents	1	4	8		8				16		$5,203
	2. 60% Design Drawings	1	8	40		20	16		40			$18,423
	3. Class 3 Opinion of Probable Construction Cost (OPCC)	1	2	4		2						$1,605
	4. QA/QC	4			4						4	$3,420
	5. 60% Review Workshop	2	2	4								$1,564
												$0
	Subtotal - TASK 2 - 60% Design Deliverable	**9**	**16**	**56**	**4**	**30**	**16**	**0**	**40**	**16**	**4**	**$30,215**
4.	**TASK 3 - 90% Design Deliverable**											
	1. Incorporate Coments from 60% Design Reviews		4	8		4	6					$3,526
	2. Advance Technical Specifications and Front End Documents	1	2	12		6				16		$4,997
	3. 90% Design Drawings	1	8	32		16	16		40			$16,695
	4. Class 2 Opinion of Propbable Construction Cost (OPCC)	1	2	4		2						$1,605
	5. QA/QC	4			3						4	$3,116
	6. 90% Review Workshop	4		4								$1,564
												$0
	Subtotal - TASK 3 - 90% Design Deliverable	**11**	**16**	**60**	**3**	**28**	**22**	**0**	**40**	**16**	**4**	**$31,503**
5.	**TASK 4 - Bid-Ready Design Deliverable**											
	1. Incoporate Comments from 90% Design Reviews		4	8			4		24			$5,920
	2. Finalized Technical Specifications and Front End Doucments		1	4						8		$1,655
	3. Class 2 Opinion of Probable Construction Cost (OPCC)		2	2		2		2				$1,678
	4. QA/QC	4			2						2	$2,204
												$0
	Subtotal - TASK 4 - Bid-Ready Design Deliverable	**4**	**7**	**14**	**2**	**2**	**4**	**2**	**24**	**8**	**2**	**$11,457**
6.	**TASK 5 Submit Permitting Set**											
	1. Cover Letter			2								$288
	2. Engineering Report			2						4		$704
	3. Engineering Plans and Specifications		1	2	1							$839
												$0
	Subtotal - TASK 5 Submit Permitting Set	**0**	**1**	**6**	**1**	**0**	**0**	**0**	**0**	**4**	**0**	**$1,831**
7.	**TASK 6 Bidding Services**											
	1. Prepare and submit Advertisement for Bids	1		4								$823
	2. Post Advertisement for Bids			2								$288
	3. Prepare Addenda (2)	1	2	4	2	4	2		8	8		$4,683
	4. Participate in Pre-Bid Meeting (1)	4		2								$1,276
	5. Prepare Pre-Bid Meeting Agenda			2								$288
	6. Lead pre-bid Meeting Site Tour	4	4	4								$2,552
	7. Attend Bid Opening	1		2								$535
	8. Prepare Bid Tabulation			1								$144
	9. Evaluate Bids and Recommend Awards	0.5		2								$412
	10. Prepare Conformed Documents	0.5	4	8		2			10	8		$4,734
												$0
	Subtotal - TASK 6 Bidding Services	**12**	**10**	**31**	**2**	**6**	**2**	**0**	**18**	**16**	**0**	**$15,734**
8.	**TASK 7 Construction Administration Services**											
	1. Issue Notice to Proceed and Attend Preconstruction Meeting	2		4								$1,070
	2. Host Progress Meetings with Owner/Contractor (18)	4		18								$3,580
	3. Evaluate and Respond to Submittals (12)	2	2	12		4						$3,292
	4. Respond to RFIs (5)	2	1	5		1						$1,605
	5. Review Contractor's Progress Payment Requests (9)	2		9								$1,790
	6. Maintain Working Drawings and Furnish Record Drawings		2	8					8			$2,726
	7. Prepare Change Orders (3)	2	2	8		1				2		$2,492
	8. Participate in Final Inspection	4	4	4		4						$3,128
												$0
	Subtotal - TASK 7 Construction Administration Services	**18**	**11**	**68**	**0**	**10**	**0**	**0**	**8**	**2**	**0**	**$19,683**
	Subtotal - Basic Services Section	**76**	**65**	**259**	**20**	**80**	**44**	**6**	**130**	**62**	**10**	**$124,525**

Individual Project Order IPO 23-006A-001
to the Master Agreement
between the City of Hutto
and Garver, LLC (09/29/2023)

Hutto Enclave Lift Station Improvements

GARVER IPO
23-006A-001

This Individual Project Order (IPO) is made by and between the **City of Hutto** (hereinafter referred to as "**City**") and **Garver, LLC**, (hereinafter referred to as "**Consultant**") in accordance with the provisions of the MASTER SERVICES AGREEMENT executed on September 29, 2023 (the "Agreement").

Under this IPO, the City intends to contract with Garver to provide design, bidding and construction administration services for improvements to the Enclave Lift Station, including pump upgrades, replacement of corroded piping and appurtenances, and bypass pumping design.

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 Exhibit A.

SECTION 2 – PAYMENT

Garver proposes to furnish services as described herein for the lump sum fee of One Hundred Twenty Four Thousand Five Hundred Twenty Five dollars and zero cents ($124,525.00) for Basic Services as further described in Exhibit B.

SECTION 3 – EXHIBITS

The following Attachments are attached to and made a part of this IPO:

- Exhibit A – Scope of Services
- Exhibit B – Payment

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	Garver, LLC
By: _____ *Signature*	By: D N Olson *Signature*
Name: _____ *Printed Name*	Name: Daniel N. Olson, P.E. *Printed Name*
Title: _____	Title: Vice President
Date: _____	Date: 12/1/2023
Attest: _____	Attest: Brianna G

3755 S. Capital of Texas Highway
Suite 325
Austin, TX 78704

TEL 512.485.0009
FAX 512.485.0010

www.GarverUSA.com

EXHIBIT A: SCOPE OF SERVICES

City of Hutto

Enclave Lift Station Improvements

Garver Project No.: W07-2302410

BACKGROUND

The City of Hutto (City) owns and operates the Enclave Lift Station (LS) located at 1131 Enclave Way, Hutto Texas. The Enclave LS pumps wastewater into a 20-inch force main that conveys wastewater to the Hutto South Wastewater Treatment Plant (SWWTP). The Enclave LS is scheduled for decommissioning within the next 10 years but is in need of near-term rehabilitation and expansion; therefore, the City is looking to make pumping capacity upgrades, and to rehabilitate several facility components to improve operations and extend the life of the facility.

GENERAL

Generally, the scope of services includes:

1. Project Administration
2. Detailed engineering design covering the following project improvements:
    a. Wet well upgrades including:
        i. Install three new non-clog 8-inch submersible pumps to meet additional capacity needs. Dispose of the existing pumps.
        ii. Replace all pump discharge piping within the wet well.
        iii. Rehabilitate the wet well concrete interior with epoxy liner to reduce further corrosion.
        iv. Install an influent drop diverter in the wet well connected to the incoming 30-inch gravity line to reduce cascading influent on top of pumps.
        v. Replace guide rails and discharge elbows for use with the new pumps.
3. Submittal of permitting set to the Texas Commission on Environmental Quality (TCEQ)
4. Bidding Services
5. Construction Administration

ASSUMPTIONS

In developing the scope of work and associated level of effort discussed in this proposal, Garver has made the assumptions outlined below:

1. Temporary bypass pumping from onsite manholes will be discharged into the existing 20'' force main utilizing the 6'' and 10'' valve vault wall penetrations.
2. The 8'' pumps will fit into the existing wet well hatch opening with no required structural modifications.
3. The lift station's upgraded firm capacity will be 5,200 gpm.
4. The existing on-site 2-ton crane will be used to install the new pumps.

5. The proposed replacement pumps will be designed around the KSB Dmax 00-405/954XNG2-K Pumps.
6. The existing electrical service and backup generator are large enough to support the new pumps.

Task 1 – Project Administration

1. Garver will attend one in-person kickoff meeting to discuss project objectives, team member roles and responsibilities, communication protocols, document management protocols, and schedule. Garver will develop and provide minutes from this meeting.
2. Garver will perform an initial site visit with up to three (3) engineers including one (1) process mechanical engineer, one (1) structural engineer, and one (1) electrical engineer.
3. Garver will develop a Project Management Plan (PMP) and Quality Control/Assurance Plan (QCP).
4. Garver will prepare nine (9) monthly progress/status reports, sufficient to support monthly billings. Monthly status reports shall be submitted with monthly invoices.
5. Garver will lead eighteen (18) biweekly virtual design progress meetings with the Hutto staff.

Task 2 – 60% Design Deliverable

1. Garver will develop a list of technical specifications and develop preliminary front-end documents. Garver will utilize the Engineers Joint Council Documents Committee (EJCDC) standard documents as a base for developing the project's front-end documents.
2. Prepare 60% design drawings for one construction contract.
3. Prepare an estimate of construction quantities and develop an AACE Class 3 preliminary OPCC.
4. Garver to conduct QA/QC of 60% design based on the Project Management Plan.
5. Following the submittal of the 60% design set, Garver will attend an in-person 60% Design Review Workshop with Hutto staff.

Task 3 – 90% Design Deliverable

1. During 90% design phase of the project, Garver will incorporate the comments from the 60% reviews to progress the design.
2. Prepare a specification book including and technical specifications needed for the project, draft bid item description narrative, and bid item schedule.
3. Prepare 90% Design drawings for one construction contract.
4. Prepare an estimate of construction quantities and develop an AACE Class 2 preliminary OPCC.
5. Garver to conduct QA/QC of 90% design based on the Project Management Plan.
6. Following the submittal of the 90% design set, Garver will attend an in-person 90% Design Review Workshop with Hutto staff.

Task 4 - Bid-Ready 100% Design Deliverable

1. During the Contract Documents (100%) phase of the project, Garver will incorporate the comments from the 90% reviews to create the biddable design documents.
2. Garver will finalize the specification book and special conditions, if any. The Contract Documents will consist of drawings and specifications that set forth requirements for construction of the improvements and shall include proposal forms, notice to bidders, bid forms, bond forms, and other information as required by the Owner to competitively bid the

work.

3. Finalize construction quantities and prepare final OPCC (AACE Class 2).
4. Garver to conduct QA/QC of Bid-Ready Construction Package based on Project Management Plan.

Task 5 – Submit Permitting Set

Garver will submit the following documents to the TCEQ to fulfill their construction review requirements:

1. Transmittal letter.
2. Sealed Engineering Plans and specifications.

Task 6 – Bidding Services

Bidding assistance will include the following efforts:

1. Prepare and submit Advertisement for Bids to Hutto for newspaper publication as directed by Hutto staff. Hutto will submit to the newspaper and will pay advertising costs outside of this contract.
2. Post advertisement for bids, construction contract documents, and any associated information on CIVCAST, or Hutto preferred bidding site for download by prospective bidders. Hutto to pay for advertisement costs outside of this contract.
3. Support the contract documents by preparing up to two (2) addenda as appropriate.
4. Prepare for and participate in one pre-bid meeting.
5. Prepare a pre-bid meeting agenda.
6. Participate and lead a construction site tour following the pre-bid meeting by interested pre-bid meeting attendees and other interested parties.
7. Attend the bid opening.
8. Prepare bid tabulation.
9. Evaluate bids and recommend awards.
10. Prepare conformed construction documents.

Task 7 – Construction Administration Services

During the construction phase of work, Garver will accomplish the following:

1. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
2. Host biweekly progress/coordination meetings with the Owner/Contractor for a period not to exceed nine (9) months.
3. Evaluate and respond to construction material submittals and shop drawings, not to exceed twelve (12) submittals. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the Project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification

to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

4. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents. Not to exceed five (5) RFIs.
5. Review up to nine (9) 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. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
6. Maintain a set of working drawings and prepare and furnish record drawings.
7. When authorized by the Owner, prepare up to three (3) change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.
8. Participate in final Project inspection, prepare punch list, review final Project closing documents, and submit final pay request.'

The proposed fee for Construction Phase Services is based on a 270-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement, and the Owner wants Garver to continue the applicable Construction Phase Services, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.

Summary of Project Meetings and Workshops

The following is a summary of the coordination meetings and workshops with Hutto, as indicated above:

A. In-person Kickoff meeting
B. Virtual biweekly design progress meetings
C. In-person 60% design review workshop.
D. In-person 90% design review workshop.
E. Virtual biweekly construction progress meetings

Summary of Project Deliverables

The following will be submitted to Hutto, or others as indicated, by Garver:

A. 60% Design Drawings and Specifications in electronic (.pdf) format.
B. 90% Design Drawings and Specifications in electronic (.pdf) format.
C. 100% Design Drawings and Specifications in electronic (.pdf) format.
D. Letter for recommendation of Contractor Award in electronic (.pdf) format.
E. Record Drawings in electronic (.pdf) format.

Extra Work

Extra Work will be as directed by Hutto in writing for an additional fee as agreed upon by Hutto and Garver. The following items are not included under this agreement but will be considered as extra work:

A. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
B. 30% Design documents.
C. Engineering Design Report.
D. Construction materials testing.
E. Environmental site assessment.

F. Evaluation or design of odor control systems.
G. Hydraulic modeling.
H. Rehabilitation of manholes, force mains, or gravity collection line.
I. Building architecture or landscape architecture services.
J. Topographical survey.
K. Geotechnical site analysis.
L. Submittals or deliverables in addition to those listed herein.
M. Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
N. Permitting services for entities other than the TCEQ.
O. Structural engineering design.
P. Rehabilitation of the existing crane.
Q. Design of any valve vault drainage improvements.
R. Funding support.

Payment

For work described in this Scope of Services, the Owner agrees to pay Garver on a lump sum basis in the amount of One Hundred and Twenty-Four Thousand Five Hundred Twenty-Five Dollars and Zero Cents ($124,525.00). Payment invoices will be submitted to the Owner on a monthly basis, accompanied by a detailed progress report and task summary for the billing period, and payment will be made on a percent-complete basis for the lump sum fee.

Schedule

Garver shall begin work under this Agreement within ten (10) calendar days of a Notice to Proceed (NTP) and shall complete the work in accordance with the schedule below:

Work Item Description	Calendar Days
Kick-off Meeting	Within 10 days of NTP
Deliver 60% Design Documents	120 days after the kickoff meeting
Deliver 90% Design Documents	60 days after receiving the 60% review comments from the City
Deliver 100% Design Documents	30 days after receiving the 90% review comments
Bidding Phase	Estimated 60 days after completion of 100% Design Documents
Construction Phase	Estimated 270 days after Contractor NTP

EXHIBIT B

CITY OF HUTTO

Enclave LS Improvements

All Tasks

	WORK TASK DESCRIPTION	PM Ian/Jeff E-5 $247.00 hr.	Pmech Tyler E-5 $247.00 hr.	PE Chandler/Alex E-2 $144.00 hr.	Elect Brian E-6 $304.00 hr.	Elect Kain E-2 $144.00 hr.	Elect Carlos D-2 $135.00 hr.	Struct Grant E-6 $304.00 hr.	CAD Mariela D-2 $135.00 hr.	Tech Writer Jami RS-1 $104.00 hr.	QC Pruitt E-6 $304.00 hr.	GARVER LABOR
	Basic Services Section											
1.	**TASK *1 Project Administration***											
	1. Attend one in-person kickoff meeting, meeting prep, and minutes.	4		4								$1,564
	2. Site Visit	4		4	4			4				$3,996
	3. Develop PMP and QA/QC			2								$288
	4. Prepare Monthly Status Reports (9)	4		4								$1,564
	5. Bi weekly virtual design progress meetings (18)	10	4	10	4	4						$6,690
												$0
	Subtotal - TASK 1 Project Administration	**22**	**4**	**24**	**8**	**4**	**0**	**4**	**0**	**0**	**0**	**$14,102**
3.	**TASK 2 - 60% Design Deliverable**											
	1. Prepare Technical Specifications and Front End Documents	1	4	8		8				16		$5,203
	2. 60% Design Drawings	1	8	40		20	16		40			$18,423
	3. Class 3 Opinion of Probable Construction Cost (OPCC)	1	2	4		2						$1,605
	4. QA/QC	4			4						4	$3,420
	5. 60% Review Workshop	2	2	4								$1,564
												$0
	Subtotal - TASK 2 - 60% Design Deliverable	**9**	**16**	**56**	**4**	**30**	**16**	**0**	**40**	**16**	**4**	**$30,215**
4.	**TASK 3 - 90% Design Deliverable**											
	1. Incorporate Coments from 60% Design Reviews		4	8		4	6					$3,526
	2. Advance Technical Specifications and Front End Documents	1	2	12		6				16		$4,997
	3. 90% Design Drawings	1	8	32		16	16		40			$16,695
	4. Class 2 Opinion of Propbable Construction Cost (OPCC)	1	2	4		2						$1,605
	5. QA/QC	4			3						4	$3,116
	6. 90% Review Workshop	4		4								$1,564
												$0
	Subtotal - TASK 3 - 90% Design Deliverable	**11**	**16**	**60**	**3**	**28**	**22**	**0**	**40**	**16**	**4**	**$31,503**
5.	**TASK 4 - Bid-Ready Design Deliverable**											
	1. Incoporate Comments from 90% Design Reviews		4	8			4		24			$5,920
	2. Finalized Technical Specifications and Front End Doucments		1	4						8		$1,655
	3. Class 2 Opinion of Probable Construction Cost (OPCC)		2	2		2		2				$1,678
	4. QA/QC	4			2						2	$2,204
												$0
	Subtotal - TASK 4 - Bid-Ready Design Deliverable	**4**	**7**	**14**	**2**	**2**	**4**	**2**	**24**	**8**	**2**	**$11,457**
6.	**TASK 5 Submit Permitting Set**											
	1. Cover Letter			2								$288
	2. Engineering Report			2						4		$704
	3. Engineering Plans and Specifications		1	2	1							$839
												$0
	Subtotal - TASK 5 Submit Permitting Set	**0**	**1**	**6**	**1**	**0**	**0**	**0**	**0**	**4**	**0**	**$1,831**
7.	**TASK 6 Bidding Services**											
	1. Prepare and submit Advertisement for Bids	1		4								$823
	2. Post Advertisement for Bids			2								$288
	3. Prepare Addenda (2)	1	2	4	2	4	2		8	8		$4,683
	4. Participate in Pre-Bid Meeting (1)	4		2								$1,276
	5. Prepare Pre-Bid Meeting Agenda			2								$288
	6. Lead pre-bid Meeting Site Tour	4	4	4								$2,552
	7. Attend Bid Opening	1		2								$535
	8. Prepare Bid Tabulation			1								$144
	9. Evaluate Bids and Recommend Awards	0.5		2								$412
	10. Prepare Conformed Documents	0.5	4	8		2			10	8		$4,734
												$0
	Subtotal - TASK 6 Bidding Services	**12**	**10**	**31**	**2**	**6**	**2**	**0**	**18**	**16**	**0**	**$15,734**
8.	**TASK 7 Construction Administration Services**											
	1. Issue Notice to Proceed and Attend Preconstruction Meeting	2		4								$1,070
	2. Host Progress Meetings with Owner/Contractor (18)	4		18								$3,580
	3. Evaluate and Respond to Submittals (12)	2	2	12		4						$3,292
	4. Respond to RFIs (5)	2	1	5		1						$1,605
	5. Review Contractor's Progress Payment Requests (9)	2		9								$1,790
	6. Maintain Working Drawings and Furnish Record Drawings		2	8					8			$2,726
	7. Prepare Change Orders (3)	2	2	8		1				2		$2,492
	8. Participate in Final Inspection	4	4	4		4						$3,128
												$0
	Subtotal - TASK 7 Construction Administration Services	**18**	**11**	**68**	**0**	**10**	**0**	**0**	**8**	**2**	**0**	**$19,683**
	Subtotal - Basic Services Section	**76**	**65**	**259**	**20**	**80**	**44**	**6**	**130**	**62**	**10**	**$124,525**

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective September 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.

==========

I, (authorized official) Daniel N. Olson, do hereby verify the truthfulness 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

Garver, LLC
Company Name

DNOlson
Signature of Authorized Official

Vice President
Title of Authorized Official

12/1/2023
Date

AGENDA ITEM REPORT
13.3.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2023-321 regarding amendment No. 2 to the K Friese Contract in the amount of $80,505 for the Megasite East/West Spine road project (CIP T08-2023) (Matt Rector)
Meeting:	Thursday, December 7, 2023
Department:	Engineering /
Staff Contact:	Matt Rector

BACKGROUND INFORMATION:

On October 23, 2022 City Council approved a contract with K Friese and Associates for the design of the Megasite East/West Spine Road. That original contract was for $750,103.99.

On April 6, 2023 City Council approved an amendment to the contract to include the design for water, wastewater, and drainage/detention that were previously omitted from the project. That amendment was for $489,171.20.

The purpose of this item is to make a second amendment to the contract to add construction phase services that were previously omitted from the project. This amendment is being proposed for the amount of $80,505.00. This will bring the total contract cost to $1,319,780.19.

The project was issued for bids by the EDC and the EDC has selected a contractor for the work. EDC legal team is finalizing the contract, so this amendment is being proposed concurrent with that process to ensure that the engineer of record is under contract for construction phase services once the construction contract is finalized and construction begins.

SUMMARY OF REQUEST:

Approval as presented

STAFF REVIEW:

Staff recommends approval

FISCAL NOTES:

The design and engineering for the East-West Spine Road project is being paid with the 2022 General Obligation Bonds (12-040-060-6650). Construction for this project is being paid for by the 2022 General Obligation Bonds and the 2023 General Obligation Bonds.

AGENDA ITEM REPORT
13.3.

There was $15,490,000 allocated to this project between the two bond issues for all fiscal years. There has been $1,239,275 encumbered to date. If this amendment is awarded, that will leave $14,170,220 in remaining funds for this project (12,000,000 in the 2023 General Obligation Bonds and $2,170,220 in the 2022 General Obligation Bonds).

ATTACHMENTS:

1. Resolution
2. 20231204 _ IPO Amend 02 - Hutto Mega Site Arterial Spine Rd.-Partial
3. KFA_HB 89_Verification Signed 12.4.23_Const

RESOLUTION NO. R-2023-321

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE INDIVIDUAL PROJECT ORDER (IPO) 2023, AMENDMENT NO. 2 FOR PROJECT T08-2023 TO THE MASTER AGREEMENT WITH K FRIESE + ASSOCIATES, INC. RELATED TO THE MEGASITE EAST/WEST ARTERIAL SPINE ROAD; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Individual Project order 2023, Amendment No 2 with K Friese + Associates, Inc. relates to Project T08-2023 for the Megasite East/West Arterial Spine Road; and

WHEREAS, the City Council desires to authorize the City Manager to execute the Individual Project Order 2023, Amendment No 2 to the Master Agreement for Continuing Professional Services executed on July 15, 2021; 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 amendment to Individual Project Order 2023, 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 7th day of December, 2023.

_____
Mike Snyder, Mayor

ATTEST:

_____
Angela Lewis, City Secretary

Individual Project Order 2023
to the Master Agreement
between the City of Hutto
and K Friese + Associates, Inc.
(11/30/2023)

Project No: T7

Hutto – Megasite East/West Arterial Spine Road

Amendment No. 02

This Individual Project Order (IPO) is made by and between the **City of Hutto** (hereinafter referred to as "**City**") and **K Friese + Associates, 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") and IPO FOR PROJECT T7 executed on October 23, 2022 (the "Project IPO").

Under this IPO, the City intends to construct the following projects:

- T7 Hutto – Megasite East/West Arterial Spine Road

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	ORIGINAL FEE AMOUNT	AMENDMENT No. 01 AMOUNT	CHANGE IN FEE	FEE TYPE
Project Management	$40,170.00	$16,630.00	$9,400.00	LUMP SUM
Surveys	$72,328.00	$9,300.00	$0.00	LUMP SUM
Geotechnical Analysis	$12,690.00	$12,919.20	$0.00	LUMP SUM
Environmental Services/Permitting	$27,262.90	$0.00	$0.00	LUMP SUM
Utility Coordination	$1,400.00	$0.00	$0.00	LUMP SUM
Agency Permitting	$9,670.00	$0.00	$0.00	LUMP SUM
30% Schematic Design	$90,420.00	$0.00	$0.00	LUMP SUM
Regional Detention Analysis	$0.00	$19,700.00	$0.00	LUMP SUM
60%, 90%, 100% Design	$431,800.00	$425,930.00	$0.00	LUMP SUM
Additional Work (SUE/Expenses)	$64,363.09	$4,692.00	$0.00	HOURLY
Construction Phase Services	$0.00	$0.00	$71,105.00	LUMP SUM
TOTAL FEE	$ 750,103.99	$ 489,171.20	$ 80,505.00	

The total lump sum amount authorized to Consultant under this amended IPO is $1,319,780.19

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) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Attachment B will be increased annually with the first increase effective on or about October 20, 2023 as stated in the Project IPO.

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 – ATTACHMENT

3.1 The following Appendices 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 Rate
- 3.1.3 Attachment C – Form 1295: Certificate of Interested Parties
- 3.1.4 Attachment D – HB 89 Verification Form

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	K Friese + Associates, Inc.
By: _____ *Signature*	By: _____ *Signature*
Name: _____ *Printed Name*	Name: THOMAS M. OWENS *Printed Name*
Title: _____	Title: VICE PRESIDENT
Date: _____	Date: 04 DEC 23
Attest: _____	Attest: _____

Attachment A – Scope of Services

Project No: T7

Hutto – Megasite East/West Arterial Spine Road

Supplemental Task Order #2

November 22, 2023

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7.0 Design (Unchanged) 3
8.0 Additional Work (Unchanged) 3
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10.0 Construction Phase Services 3

1.0 Project Description

This scope of services will supplement previously approved agreement between the City of Hutto (City) and K Friese + Associates (KFA) approved at October 20, 2022 City Council Meeting and subsequently executed October 24, 2022.

The City requested supplemental work for KFA to include the following items in the Megasite East/West Arterial Spine Road:

- Project Management Administration
- Construction Phase Services

K Friese + Associates (KFA) shall be responsible for construction phase services as described below:

2.0 Project Schedule

Supplemental services have been incorporated in the project schedule. Please refer to Attachment C for greater detail of the proposed schedule. KFA will also provide monthly updates as the project progresses.

3.0 Project Management *(Time Extended Seven (8) Months)*

4.0 Environmental Services *(Unchanged)*

5.0 Utility Coordination *(Unchanged)*

6.0 Permitting *(Unchanged)*

7.0 Design *(Unchanged)*

8.0 Additional Work *(Unchanged)*

9.0 Future Work *(Unchanged)*

10.0 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 weekly 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. Construction inspection or materials testing is not included in the scope.
2. Construction Schedule development is not included in the scope.

Attachment B – Project Fee Schedule

Project No: T7

Hutto – Megasite East/West Arterial Spine Road

Amendment No. 2

November 27, 2023

CITY OF HUTTO MEGASITE - SPINE ROADWAY

22-Nov-23

CURRENT TOTALS FOR TO #1 SWA #2.0

Hours	Labor	Expenses	Total Cost
412	$78,480.00	$2,025.00	$80,505.00

CURRENT TASK SUB-TOTALS FOR SWA #2.0

Task	Hours	Labor	Expenses
PROJECT MANAGEMENT	52	$ 9,400.00	$ -
SURVEYS	0	$ -	$ -
GEOTECHNICAL ANALYSIS	0	$ -	$ -
ENVIRONMENTAL SERVICES / PERMITTING	0	$ -	$ -
UTILITY COORDINATION	0	$ -	$ -
AGENCY PERMITTING	0	$ -	$ -
30% SCHEMATIC DESIGN	0	$ -	$ -
REGIONAL DETENTION ANALYSIS	0	$ -	$ -
60%, 90%, 100% PS&E DESIGN	0	$ -	$ -
CONSTRUCTION PHASE SERVICES	360	$ 69,080.00	$ 2,025.00
	412	**$ 78,480.00**	**$ 2,025.00**

Lump Sum Work Items		KPA											
Task No.	Sub-Task	Total Hours	Total Labor	Total Expenses	Total Subconsultant Markup	Total Hours	Total Labor	Total Expenses	Total Hours	Total Labor	Total Expenses	Total Hours	Total Labor
1	Overall Project Management	34	$ 6,160.00	$ -	$ -							34	$6,160.00
2	Meetings	0	$ -	$ -	$ -							0	$0.00
3	Progress Reporting	18	$ 3,240.00	$ -	$ -							18	$3,240.00
1	Route Survey (Category 2)											0	$0.00
2	Topographic Surveying (Category 6)											0	$0.00
1	Field Sampling and Laboratory Testing											0	$0.00
2	Geotechnical Engineering Report											0	$0.00
1	Phase I Environmental Site Assessment											0	$0.00
2	Waters of the U.S. Delineation											0	$0.00
3	Protected Species Habitat Evaluation											0	$0.00
4	Cultural Resource Desktop Study											0	$0.00
1	Utility Conflict Evaluation											0	$0.00
1	TCEQ NPDES Permitting											0	$0.00
2	TDLR (TAS) Review											0	$0.00
3	Williamson County Development Review Permit											0	$0.00
4	TxDOT Driveway Permit											0	$0.00
1	Schematic Preparation											0	$0.00
1	Preliminary Engineering Report (PER)											0	$0.00
1	Roadway Design											0	$0.00
1	Drainage Design											0	$0.00
1	Illumination/Lighting Design											0	$0.00
1	Landscape Design											0	$0.00
1	Schematic QA/QC											0	$0.00
1	Opinion of Probable Construction Cost											0	$0.00
1	Construction Schedule											0	$0.00
1	Comment Response											0	$0.00
1	Obtain and review Garver Report											0	$0.00
1	Regional Detention Analysis											0	$0.00
1	Regional Detention Analysis Report											0	$0.00
1	Model updates (2)											0	$0.00
2ai	Title Sheet											0	$0.00
2aii	Index of Sheets											0	$0.00
2aiii	Quantity/Summary Sheets											0	$0.00
2aiv	General Notes Sheet											0	$0.00
2av	Horizontal Alignment Data Sheets											0	$0.00
2avi	Survey Control Sheets											0	$0.00
2avii	Utility Layout Sheets											0	$0.00
2aviii	Typical Section Sheets											0	$0.00
2aix	Project Layout Sheet											0	$0.00
2ax	Roadway Removal Sheets											0	$0.00
2bi	Roadway Plan & Profile Sheets											0	$0.00
2bii	Roundabout Intersection Layout Sheets											0	$0.00
2biii	Intersection Plan and Profile Sheets											0	$0.00
2biv	Driveway Plan and Profile Sheets											0	$0.00
2ci	Roadway Standards and Details Sheets											0	$0.00
2cii	Roadway Cross Sections											0	$0.00
2di	Existing & Proposed Offsite Drainage Area Maps											0	$0.00
2dii	Onsite Drainage Area Maps											0	$0.00
2diii	Drainage Hydroglogic And Hydraulic Calculations											0	$0.00
2div	Culvert Layouts											0	$0.00
2dv	Culvert Hydraulic Calculations											0	$0.00
2dvi	Detention Pond Grading Plans											0	$0.00
2dvii	Storm Sewer Plan & Profile Sheets											0	$0.00
2dviii	Storm Sewer Hydraulic Calculations											0	$0.00
2dix	Drainage Detail Sheets											0	$0.00
2dx	Drainage Standards											0	$0.00
2ei	Traffic Control Plan Narrative Sheet											0	$0.00
2eii	Advanced Warning Signs Sheet											0	$0.00
2eii	Traffic Control Plan Standards											0	$0.00

2	PS&E QA/QC											0	$0.00
2j	Opinion of Probable Construction Cost											0	$0.00
2k	Construction Schedule											0	$0.00
2l	Construction Project Manual											0	$0.00
2	PS&E Comment Response											0	$0.00
1	Pre-Construction Meeting	10	$ 2,320.00	$ 25.00	$ -							10	$2,320.00
2	Respond to RFIs	36	$ 7,960.00	$ -	$ -							36	$7,960.00
3	Construction Progress Meetings	80	$ 18,560.00	$ 1,000.00	$ -							80	$18,560.00
4	Submittal and Shop Drawing Reviews	54	$ 9,120.00	$ -	$ -							54	$9,120.00
5	Pay Application Review	28	$ 4,840.00	$ -	$ -							28	$4,840.00
6	Record Drawings	54	$ 8,620.00	$ 500.00	$ -							54	$8,620.00
7	Plan Revisions and Change Orders	52	$ 8,720.00	$ -	$ -							52	$8,720.00
8	Final inspection and Close-Out	46	$ 8,940.00	$ 500.00	$ -							46	$8,940.00
	Lump Sum Fee Totals	**Hours**	**Labor**	**Expenses**	**Markup**	**Hours**	**Labor**	**Expenses**	**Hours**	**Labor**	**Expenses**	**Hours**	**Labor**
		412	**$ 78,480.00**	**$ 2,025.00**	**$ -**							**412**	**$ 78,480.0**
	Percent of Total	**100.00%**	**100.00%**	**100.00%**	**100.00%**							**100.00%**	**100.00**

CURRENT TOTAL FOR THIS WORK AUTHORIZATION	Hours	Labor	Expenses	Markup	Total Cost
	412	$78,480.00	$2,025.00	$0.00	$80,505.00
PROJECT MANAGEMENT	52	$9,400.00	$0.00	$0.00	$9,400.00
SURVEYS	0	$0.00	$0.00	$0.00	$0.00
GEOTECHNICAL ANALYSIS	0	$0.00	$0.00	$0.00	$0.00
ENVIRONMENTAL SERVICES / PERMITTING	0	$0.00	$0.00	$0.00	$0.00
UTILITY COORDINATION	0	$0.00	$0.00	$0.00	$0.00
AGENCY PERMITTING	0	$0.00	$0.00	$0.00	$0.00
30% SCHEMATIC DESIGN	0	$0.00	$0.00	$0.00	$0.00
REGIONAL DETENTION ANALYSIS	0	$0.00	$0.00	$0.00	$0.00
60%, 90%, 100% PS&E DESIGN	0	$0.00	$0.00	$0.00	$0.00
CONSTRUCTION PHASE SERVICES	360	$69,080.00	$2,025.00	$0.00	$71,105.00
Check	412.00	78,480.00	2,025.00	0.00	80,505.00

HOURLY ITEM	Hours	Labor	Expenses	Expenses	Total Cost
N/A	N/A	N/A	N/A	N/A	N/A

Work Items		Assumptions	Hrs/Unit	$ 370.00	$ 330.00	$ 250.00	$ 220.00	$ 170.00	$ 130.00	$ 150.00	$ 150.00	$ 125.00	$ 110.00	
o.	Sub-Task			Senior Technical Advisor	Senior Project Manager	Senior Engineer	Project Engineer	Design Engineer	EIT	GIS Specialist	CAD Senior	CAD Mid-level	Contract Specialist	Hours
	Overall Project Management	8 Months	4.25	0	2	4	10	0	16	0	0	0	2	34
	Meetings													0
	Progress Reporting	8 Months	2.25	0	0	6	2	0	10	0	0	0	0	18
	Route Survey (Category 2)													0
	Topographic Surveying (Category 6)													0
	Field Sampling and Laboratory Testing													0
	Geotechnical Engineering Report													0
	Phase I Environmental Site Assessment													0
	Waters of the U.S. Delineation													0
	Protected Species Habitat Evaluation													0
	Cultural Resource Desktop Study													0
	Utility Conflict Evaluation													0
	TCEQ NPDES Permitting													0
	TDLR (TAS) Review													0
	Williamson County Development Review Permit													0
	TxDOT Driveway Permit													0
	Schematic Preparation													0
	Preliminary Engineering Report (PER)													0
	Roadway Design													0
	Drainage Design													0
	Illumination/Lighting Design													0
	Landscape Design													0
	Schematic QA/QC													0
	Opinion of Probable Construction Cost													0
	Construction Schedule													0
	Comment Response													0
	Obtain and review Garver Report													0
	Regional Detention Analysis													0
	Regional Detention Analysis Report													0
	Model updates (2)													0
	Title Sheet													0
	Index of Sheets													0
	Quantity/Summary Sheets													0
	General Notes Sheet													0
	Horizontal Alignment Data Sheets													0
	Survey Control Sheets													0
	Utility Layout Sheets													0
	Typical Section Sheets													0
	Project Layout Sheet													0
	Roadway Removal Sheets													0
	Roadway Plan & Profile Sheets													0
	Roundabout Intersection Layout Sheets													0
	Intersection Plan and Profile Sheets													0
	Driveway Plan and Profile Sheets													0
	Roadway Standards and Details Sheets													0
	Roadway Cross Sections													0
	Existing & Proposed Offsite Drainage Area Maps													0
	Onsite Drainage Area Maps													0
	Drainage Hydroglogic And Hydraulic Calculations													0
	Culvert Layouts													0
	Culvert Hydraulic Calculations													0
	Detention Pond Grading Plans													0
	Storm Sewer Plan & Profile Sheets													0
	Storm Sewer Hydraulic Calculations													0
	Drainage Detail Sheets													0
	Drainage Standards													0
	Channel Layout													0
	Traffic Control Plan Narrative Sheet													0

Maintenance Manual													0
PS&E QA/QC													0
Opinion of Probable Construction Cost													0
Construction Schedule													0
Construction Project Manual													0
Water and Gravity Wastewater Design													0
PS&E Comment Response													0
Submittal Package													0
Pre-Construction Meeting	One (1) Meeting		0	0	4	6	0	0	0	0	0	0	10
Respond to RFIs	Assume 10	3.6	0	2	8	20	0	0	0	6	0	0	36
Construction Progress Meetings	Weekly for 8 Month Construction Duration (40 Meetings)	2	0	0	32	48	0	0	0	0	0	0	80
Submittal and Shop Drawing Reviews			0	0	4	18	0	32	0	0	0	0	54
Pay Application Review	8 Month Construction Duration	3.5	0	0	4	8	0	16	0	0	0	0	28
Record Drawings			0	0	2	8	0	12	0	32	0	0	54
Plan Revisions and Change Orders	Two (2) Plan Revisions	26	0	2	2	12	0	24	0	12	0	0	52
Final inspection and Close-Out			0	2	4	24	0	12	0	0	0	4	46
Total Hours By Category	0		**0**	**8**	**70**	**156**	**0**	**122**	**0**	**50**	**0**	**6**	**412**
Percent of Hours by Category			**0.00%**	**1.94%**	**16.99%**	**37.86%**	**0.00%**	**29.61%**	**0.00%**	**12.14%**	**0.00%**	**1.46%**	**100.00%**
Total Budget by Category			**$0.00**	**$2,640.00**	**$17,500.00**	**$34,320.00**	**$0.00**	**$15,860.00**	**$0.00**	**$7,500.00**	**$0.00**	**$660.00**	**$78,480.00**
Percent of Budget by Category			**0.00%**	**3.36%**	**22.30%**	**43.73%**	**0.00%**	**20.21%**	**0.00%**	**9.56%**	**0.00%**	**0.84%**	**100.00%**
onal Work Item													
													0

Attachment C – Form 1295

Certificate of Interested Parties

Project No: T7

Hutto – Megasite East/West Arterial Spine Road

November 30, 2023

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1100212

Date Filed:
12/04/2023

Date Acknowledged:

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

K Friese + Associates
Austin, TX United States

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

City of 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.

IPO 2023-T7
Professional Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Friese, Karen	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Thomas M. Owens, P.E., and my date of birth is 11/13/64.

My address is 1120 S. Capital of Texas Hwy (street), Austin (city), TX (state), 78746 (zip code), USA (country).

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

Executed in Travis County, State of Texas, on the 4 day of December (month), 20 23 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Attachment D – House Bill 89 Verification Form

Project No: T7

Hutto – Megasite East/West Arterial Spine Road

November 30, 2023

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th 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.

I, (authorized official) Thomas M. Owens, P.E., 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

K Friese + Associates

Company Name

Signature of Authorized Official

Vice President

Title of Authorized Official

12/4/23

Date

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

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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.

I, (authorized official) Thomas M. Owens, P.E., 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

K Friese + Associates

Company Name

Signature of Authorized Official

Vice President — 12/4/23

Title of Authorized Official — Date

AGENDA ITEM REPORT
13.4.

To:	City Council
Subject:	Consideration and Consideration and possible action on Resolution No. R-2023-325 authorizing the City Manager to execute an Individual Project Order (IPO) with Surveying And Mapping, Inc. in the amount of $30,364.48 for the Innovation at Limmer Loop Traffic Signal project (T13-2024) (Matt Rector)
Meeting:	Thursday, December 7, 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 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 City of Hutto proposes installing traffic signals at the intersection of Limmer Loop (CR 164) and Innovation Boulevard (CR 108). Surveying And Mapping, Inc. has been requested to provide design and right-of-way survey, as well as subsurface utility engineering services in coordination and support for the PS&E Design and Final PS&E design plans. This scope of services includes support for Plans, Specifications, and Estimate (PS&E), bid phase, and construction phase services.

SUMMARY OF REQUEST:

Approval as presented

STAFF REVIEW:

Staff recommends approval

FISCAL NOTES:

AGENDA ITEM REPORT
13.4.

The Innovation at Limmer Loop signal project is being paid for by the Transportation Improvement Fund (42-040-060-6709).

There was $2,200,000 in funds available for this project this fiscal year. There has been $123,851 encumbered to date. If this IPO is approved, there will be $2,045,785 in funds remaining for this project.

ATTACHMENTS:

1. Innovation_at_Limmer_Loop_project_T_13_2024
2. 20231207 SAM Resolution for Innovation and Limmer R-2023-325
3. IPO Cover 23-0B-002_SURVEYING_SAM_MSA 23-08B_9-21-23
4. Form 1295 Certificate 101095587 Surveying and Mapping
5. Hutto Form IPO Addendum-SAM_12052023 (SAM signed)
6. SAM Form 1295 (SAM Signed)

Innovation at Limmer Loop project T-13-2024

RESOLUTION NO. R-2023-325

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 $30,364.48 FOR THE INNOVATION AT LIMMER LOOP INTERSECTION IMPROVEMENT 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 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 $30,364,48 for services related to the Innovation at Limmer Loop Intersection Improvement 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.

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 7th day of December, 2023.

_____
Mike Snyder, Mayor

ATTEST:

_____
Angela Lewis, City Secretary

TASK ORDER #23-008B-002

Proposed SURVEYING & LAND SERVICES ROTATION LIST

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-002: September 21, 2023
   b. Owner: City of Hutto
   c. Vendor: SURVEYING AND MAPPING, LLC

Specific Project (title): Traffic Signal – Innovation at Limmer Loop (CIP Project No. T13)

1) Scope of services for Surveying Services will include the following field and office services:
   a) Design and Right-of-Way Survey
   b) Subsurface Utility Engineering (SUE) Services

2. Fee:
   a) Design and Right-of-Way Survey: NTE $21,101.40
   b) Subsurface Utility Engineering (SUE) Services: NTE $9,263.08

Total NTE $30,364.48

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
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: Donald J. Zdancewicz Digitally signed by Donald J. Zdancewicz DN: C=US, E=donald.zdancewicz@sam.biz, O="Surveying and Mapping, LLC", OU=Survey, CN=Donald J. Zdancewicz Date: 2023.09.21 15:40:08-05'00'
Print Name:	Print Name: Donald Zdancewicz, RPLS
Title: _____	Title: Austin Survey Department Manager

SCOPE OF SERVICES:

DESIGN AND RIGHT-OF-WAY SURVEY:
SAM will perform the following surveying services:

- SAM shall establish horizontal & vertical control including a minimum of 3 points within the project limits. 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. The project control will be placed on horizontal & vertical datum's [NAD83/2011/NAVD88 values (Texas Coordinate System, Central Zone)] with a scale factor of 1.00012 or as provided by the city. Elevations will be derived from GPS observations using Geoid 2018 model. Secondary control points will be set throughout the project corridors as needed to complete the scope of work.
- SAM 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, top and bottom of drainage ditches, sidewalk, fences, guardrails, signs (with text), mailboxes, retaining walls, paved areas, buildings, driveways (with type noted), driveway pipes, visible utilities and visible evidence of underground utilities only. Design survey limits will be within the apparent right of way of Limmer Loop and CR 108, to extend 150' in all four directions past the return of curve of the Limmer Loop and CR 108 intersection.
- SAM shall utilize terrestrial scanning to collect information within the existing roadway and overhead electric sags across the subject roads. SAM shall merge and append the conventional design survey to the terrestrial LiDAR mapping data to create a seamless 2D planimetric and 3D DTM file.

- Upon notice to proceed, the Surveyor will conduct research at the Williamson County Appraisal District/County Clerk's Office in order to obtain the most recent plat & right-of-way information. The Surveyor will recover monuments/front property corners marking the existing ROW lines (if any). This shall be done in conjunction with the design survey. Utilizing the records research and data collected from the field survey, the Surveyor shall determine locations of the existing ROW lines.

Exclusions:

- This scope and fee does not include the preparation of any descriptions, exhibits or plats for any proposed easements or right-of-way takings that may be required to accommodate the construction and installation of any proposed improvements.

Deliverables:

a. 2D planimetrics & 3D DTM (OpenRoads)
b. TIN file
c. 1-Foot Contour map in OpenRoads format
d. 2D DGN of existing ROW delineation
e. Survey Control Sheets (PDF format)
f. PDF Field Book copies
g. ASCII file of points

SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES:
SAM will perform the following SUE services:

The work will be conducted in accordance with the American Society of Civil Engineers (ASCE)/ Utility Engineering and Surveying Institute (UESI)/ Construction Institute (CI) Standard 38-22, *Standard Guideline for Investigating and Documenting Existing Utilities.* This document is the standard upon which SUE is conducted, defining the service as:

- The specialty practice of civil engineering's Utility Engineering branch that includes the investigation, analysis, judgment, and documentation of existing Utility networks.
- SUE is a type of a Utility Investigation that includes underground networks and scoped aspects of aboveground networks that results in the assignment of achieved Utility Quality Levels to nonvisible Utility Segments and Utility Features.

SAM will provide SUE services as outlined below for the area 100'-150' each way from intersection of Limmer Loop and County Rd 108, staying within the public right-of-way. The proposed scope of services includes:

Records Research - Quality Level D
Conducting investigation to estimate the position of underground utilities through utility records, information from others, or visual clues such as pavement cuts, obvious trenches, or visual existence of the service.

Work will include research to assist in identifying utility owners that may have facilities on or be affected by the project. Applicable utility owner records will be collected. Designating staff will review records for indications of additional available records, and a need for clarifications by utility owners. Aerial records and/or visual inspection will be utilized for surface evidence of pavement cuts, trenches and similar signs of utility burial.

Incorporate above ground features - Quality Level C
Identifying surface features associated with 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 is tied to the Project Survey Datum accurate to 0.2 ft horizontal. Work will incorporate Quality Level D findings.

Designating and Marking - Quality Level B
Identifying a Utility Segment or subsurface Utility Feature whose existence and horizontal position is based on Geophysical Methods combined with professional judgment and whose location is tied to a Project Survey Datum accurate to 0.2 ft horizontal.

Quality Level B services for this project include:

- Utilizing normal traffic control, including standard placement of traffic cones, freestanding warning signage and vehicle-mounted traffic directional sign, consistent with MUTCD standards.
- Designating and marking underground utilities within the project limits using an appropriate suite of surface geophysical methods. Typical equipment utilized includes:
  - Electromagnetic Utility Locators
  - Ground Penetrating Radar (GPR)
  - Magnetic locators
  - Rodders, Sondes (transmitters) and Receivers for non-conductive utility detection
- Marking the utilities at maximum 50 foot intervals and at identified changes in direction.
- Locating, to the extent practical due to technology limitations, water lines, force mains, and other non tonable utilities using ground penetrating radar. If successful, these utilities will be marked as Quality Level B. If unsuccessful,

these utilities will be marked Quality Level D. If appropriate, Test Holes may be recommended to establish the precise location for design.
- Marking each utility run with the appropriate surveying code and number for each mark. This will be noted on the field sketch for use by the surveyor and our quality control staff.
- Recording approximate depths of each utility run based on information provided by designating equipment.
- Surveying in the markings that indicate the presence of a utility. Horizontal data will be held to the accuracies and precision dictated by the project's survey control and the Standard 38-22.
- Plotting the utility survey data in State Plane Coordinates within an AutoCAD Civil3D file.

General Assumptions

- This proposal is valid for a period of 90 days.
- SAM Personnel will have unrestricted access to the work areas on a ten (10) hour per day basis for each day approved to perform work, unless there are site access restrictions or limitations otherwise outlined
- SAM will only be able to perform limited sweeps in areas with thick brush and vegetation. For this reason, SAM cannot guarantee the discovery of utilities within areas of thick brush and vegetation, but will attempt to find all utilities within the area.
- To the extent available, client will provide copies of available records for existing facilities and improvements prior to commencement of work.
- To the extent available, client will provide CAD file of all survey information including previously found utilities, topographic features and survey control prior to the commencement of work.
- Project specific training will not be required.
- SAM assumes 1 mobilization will be required for this work. If additional mobilizations are required then the SAM project manager will be in touch concerning changes to the project cost and schedule
- Traffic control requiring lane closures, traffic detouring, flag persons, police, etc., is considered special traffic control and is not included in this scope of services. If special traffic control is required, SAM, LLC can provide this service utilizing a specialty subcontractor.
- SAM will notify the client of rain, snow cover or other issues that may impede or delay the investigation.

Quality Level B Assumptions

- No more than 2,500 linear feet of utilities will be mapped throughout this project. If a higher linear footage of utilities are discovered, a change order may be required.

- The scope of services is limited to the extent of the technology utilized. Non-metallic piping, inactive electric and/or communication lines may or may not be found. SAM will not be responsible for omission of utility information that is not obtainable via electromagnetic, sonic, or acoustical designating.
- The accuracy of subsurface data can be influenced by factors beyond our control such as conductivity of materials and their surroundings, soil moisture content, proximity of other underground utilities or structures, depth of utility, etc. Therefore, physical verification (through vacuum excavation or otherwise) is the only subsurface utility data that is collected to applicable engineering and/or surveying standards.
- Other surface geophysical methods, such as terrain conductivity and point to source transmitters can be used, as appropriate. These techniques, although typically involving extra expense, can further refine the utility model. Generally, these extra refinements are not cost effective, and SAM, LLC will not apply these techniques without authorization of the client.
- Record information utilized to create digital line work is placed in accordance with professional judgement as a best fit alignment. In doing this the owner should be aware of the inaccuracies that may accompany these decisions.
- Paint markings placed on the ground by SAM are to be used for design purposes only and not for construction. The use of this information does not relieve any contractor or the Client from the duty to comply with applicable utility damage prevention laws and regulations, including, but not limited to, providing notification to utility owners or One-Call centers before excavation.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1063306

Date Filed:
08/23/2023

Date Acknowledged:
09/08/2023

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

Surveying And Mapping, LLC
Austin, TX United States

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

City of 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.

MSA 23-06-B
Metes and bounds surveys, ALTA surveys, topographic surveys, land appraisals, rights of entry coordination, and land acquisition services.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
SAM Holding Company II, Inc.	Austin, TX United States	X	
Solomon, Christopher M.	Austin, TX United States	X	
Butler, Jr., Robert E.	Austin, TX United States	X	
Ball, Susan M.	Austin, TX United States	X	
Munson, Cookie F.	Austin, TX United States	X	
Alter, David	Austin, TX United States	X	
Campbell, Jordan	Austin, TX United States	X	
Leichner III, Charles	Austin, TX United States	X	
Higgins, John	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

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

ADDENDUM TO TASK ORDER # 23-008B-002

December 5, 2023

By my signature below, I hereby certify and verify that all the provisions of Master Services Agreement for SURVEYING AND MAPPING, LLC 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: SURVEYING AND MAPPING, LLC

By:

Patrick A Smith

Digitally signed by Patrick A Smith
DN: C=US, E=psmith@sam.biz, O="Surveying And Mapping, LLC", OU=Executive, CN=Patrick A Smith
Date: 2023.12.05 10:34:28-06'00'

Print Name: Patrick A. Smith, RPLS
Title: Principal/Executive VP

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1063306

Date Filed:
08/23/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Surveying And Mapping, LLC
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of 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.
MSA 23-06-B
Metes and bounds surveys, ALTA surveys, topographic surveys, land appraisals, rights of entry coordination, and land acquisition services.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
SAM Holding Company II, Inc.	Austin, TX United States	X	
Solomon, Christopher M.	Austin, TX United States	X	
Butler, Jr., Robert E.	Austin, TX United States	X	
Ball, Susan M.	Austin, TX United States	X	
Munson, Cookie F.	Austin, TX United States	X	
Alter, David	Austin, TX United States	X	
Campbell, Jordan	Austin, TX United States	X	
Leichner III, Charles	Austin, TX United States	X	
Higgins, John	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Patrick A. Smith, RPLS, and my date of birth is 10/10/1951.

My address is 4801 Southwest Parkway, Bldg. 2 Ste. 100 (street), Austin (city), TX (state), 78735 (zip code), USA (country).

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

Executed in Travis County, State of Texas, on the 23 day of August (month), 2023 (year).

Signature of authorized agent of contracting business entity
(Declarant)

AGENDA ITEM REPORT
13.5.

To:	City Council
Subject:	Consideration and possible action to approve Resolution No. R-2023-305, approving the advance funding agreement with TxDOT for an on-system improvement project for an overpass on US 79 at CR 132 (T07-2023) and authorizing the City Manager to execute the agreement on behalf of the City of Hutto (Matt Rector)
Meeting:	Thursday, December 7, 2023
Department:	Engineering /
Staff Contact:	Matt Rector

BACKGROUND INFORMATION:

This resolution authorizes an Advanced Funding Agreement between the City of Hutto and the Texas Department of Transportation (TxDOT), authorizing preliminary engineering of an overpass on US 79 from 0.5 Mile west of CR132 to 0.5 Mile east of CR132, including ramps in City of Hutto.

The City retained the engineering services from Garver to perform the preliminary study and coordinate accordingly with TxDOT, Williamson County and other agencies as necessary. This Advanced Funding Agreement with TxDOT will potentially allow the City future competitive options for construction-related project costs to qualify for federal cost-sharing up to the federally approved amount. The remaining cost will be the responsibility of the City of Hutto. Approval of this resolution will continue the City's commitment to maintaining and improving existing infrastructure in collaboration with other governmental agencies.
The proposed improvements at the intersection of US 79 and CR 132 would improve safety and mobility for vehicular traffic and pedestrians within the project area. Improvements include the following improvements:

1. Overpass
2. On and off ramps
3. Sidewalks
4. New signals
5. Drainage improvements

The Advance Funding Agreement (AFA) defines the responsibilities of the City and TxDOT to design, advertise, bid and manage the construction of the project.

SUMMARY OF REQUEST:

AGENDA ITEM REPORT
13.5.

Staff requests the approval of the resolution approving the advance funding agreement.

STAFF REVIEW:

FISCAL NOTES:

No fiscal impact from the signing of this agreement which will allow for possible future cost sharing in State and Federal funds.

ATTACHMENTS:

1. Resolution R-2023-305
2. Attachment A-Location Map
3. Attachment B-Project Budget
4. AFA Signature Pages_CR132atUS79

RESOLUTION NO. R-2023-305

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING AN ADVANCE FUNDING AGREEMENT FOR AN ON-SYSTEM IMPROVEMENT PROJECT FOR AN OVERPASS ON US 79 AT CR 132 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF HUTTO.

WHEREAS, improvements to CR 132 at US 79, including an overpass of the UPRR railroad and US 79 ("CR 132 Project"), is an element of the City of Hutto Capital Improvement Program; and

WHEREAS, the project would improve safety and mobility for local traffic conditions at this location; and

WHEREAS, the City of Hutto has moved forward with project development of the CR 132 Project, including preliminary engineering and environmental clearance; and

WHEREAS, the Advance Funding Agreement would memorialize the roles and responsibilities of TxDOT and the City in the development of the project.

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 does hereby approve the Advance Funding Agreement for an On-System Improvement Project at CR 132 at US 79 and authorizes the City Manager to execute the Agreement on behalf of the City, a copy of the agreement in its substantially final form is attached hereto as **Exhibit A** and incorporated herein for all purposes.

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

RESOLVED, ORDERED, AND DECLARED this ___ day of December, 2023.

CITY OF HUTTO, TEXAS

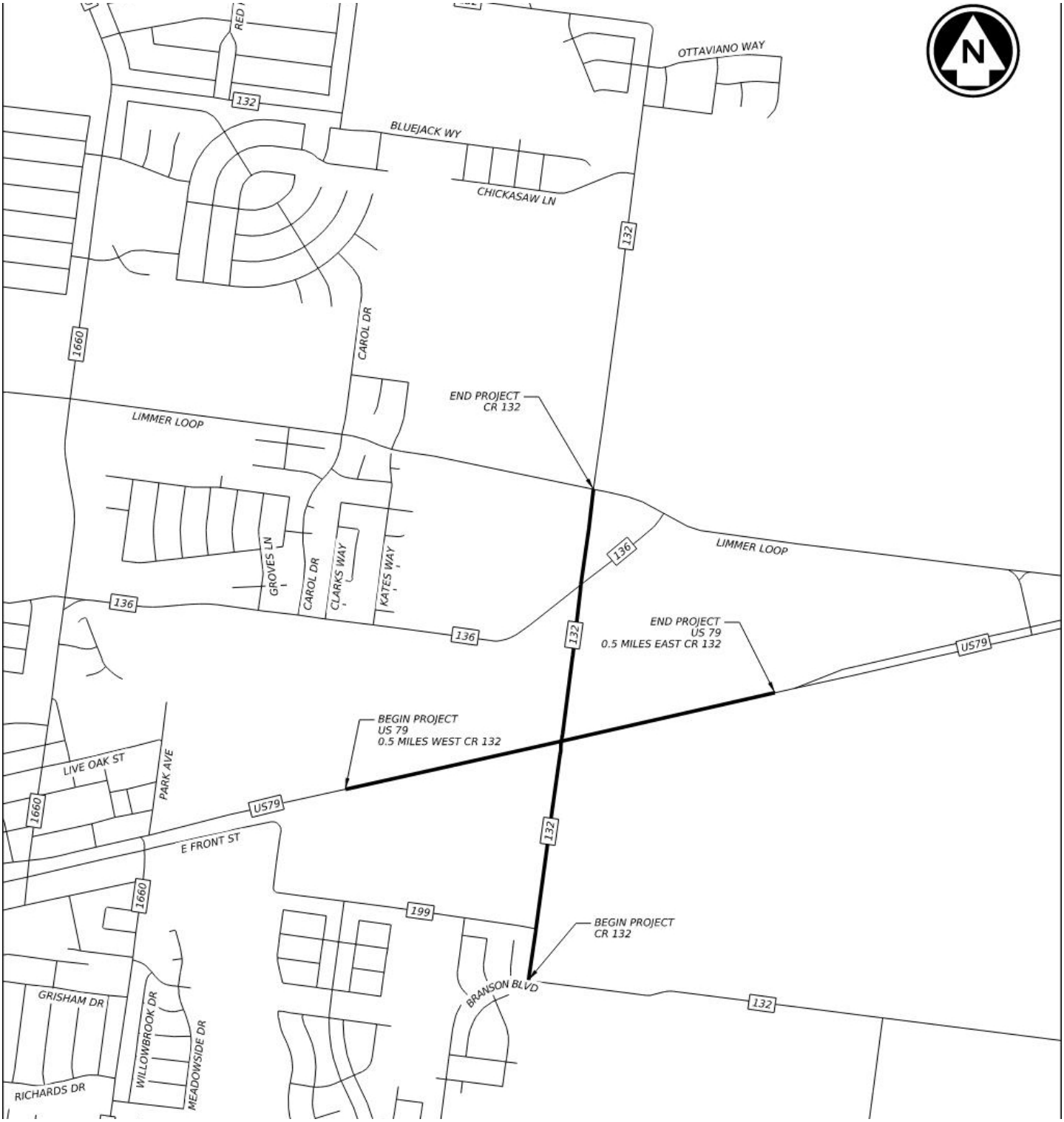
_____
Mike Snyder, Mayor

ATTEST:

_____
Angela Lewis, City Secretary

CCSJ #	**0204-02-038**		
AFA CSJs	**0204-02-038**		
District #	**14**	**AFA ID**	**Z00008385**
Code Chart 64 #	**20250**		
Project Name	**Overpass on US 79 at CR132**		

ATTACHMENT A
LOCATION MAP SHOWING PROJECT



CCSJ #	**0204-02-038**		
AFA CSJs	**0204-02-038**		
District #	**14**	**AFA ID**	**Z00008385**
Code Chart 64 #	**20250**		
Project Name	**Overpass on US 79 at CR132**		

ATTACHMENT B
PROJECT BUDGET

The State is responsible for only for Direct and Indirect State Costs. Local Government is responsible for 100% of all other costs including any overruns.

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Engineering (by Local Government)	$5,000,000	0%	$0	100%	$5,000,000
Subtotal	$5,000,000		$0		$5,000,000
Environmental Direct State Costs	$50,000	100%	$50,000	0%	$0
Right of Way Direct State Costs	$37,500	100%	$37,500	0%	$0
Engineering Direct State Costs	$125,000	100%	$125,000	0%	$0
Utility Direct State Costs	$37,500	100%	$37,500	0%	$0
Construction Direct State Costs	$0	100%	$0	0%	$0
Indirect State Costs (4.6%)	$230,000	100%	$230,000	0%	$0
TOTAL	$5,480,000		$480,000		$5,000,000

Initial payment by the Local Government to the State: $0
Payment by the Local Government to the State before construction: $0
Estimated total payment by the Local Government to the State $0
This is an estimate. The final amount of Local Government participation will be based on actual costs.

CCSJ #	**0204-02-038**		
AFA CSJs	**0204-02-038**		
District #	**14**	**AFA ID**	**Z00008385**
Code Chart 64 #	**20250**		
Project Name	**Overpass on US 79 at CR132**		

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Locally Funded Roadway Improvement Project
On-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Hutto**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the State and Local Government do not anticipate that federal funds will be used for the Project governed by this Agreement; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116522** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **preliminary engineering of overpass on US 79 from 0.5 Mile west of CR132 to 0.5 Mile east of CR132, including ramps in City of Hutto**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Texas Transportation Commission has not authorized funding for the construction of the highway improvement or other transportation project and the project is not currently listed and approved for construction in the Unified Transportation Program (UTP) or Statewide Transportation Improvement Program (STIP). This Agreement does not represent a commitment to future project funding for any project elements, including construction, not specifically outlined in the Agreement. Costs not specifically identified as reimbursable under this Agreement will not be requested or reimbursed, and.

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **November 16, 2023**, which is attached to and made a part of this Agreement as Attachment C, City of Hutto Resolution, Ordinance, or Commissioners Court

~~Order~~. A map showing the Project location appears in Attachment A, Location Map Showing Project, (Attachment A) which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	**N/A**	Utilities	Article 8
2.	**Local Government**	Environmental Assessment and Mitigation	Article 9
3.	**Local Government**	Architectural and Engineering Services	Article 12
4.	**N/A**	Construction Responsibilities	Article 13
5.	**N/A**	Right of Way and Real Property	Article 15

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for this Project consists of preliminary engineering (preliminary design, environmental, coordination of utilities, and coordination right of way), plans, specifications, and estimates (PS&E) of overpass on US 79 from 0.5 Mile west of CR132 to 0.5 Mile east of CR132, including ramps in City of Hutto, Texas as shown on Attachment A**.**

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget, (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding or the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred the State may refuse to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government or the State for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against state funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities: N/A

The party named in article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The party named in article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Procurement Standards

For projects being managed by the Local Government and on the State highway system or that include state funding, the Local Government must obtain approval from the State for its proposed procurement procedure for the selection of a professional services provider, a contractor for a construction or maintenance project, or a materials provider.

12. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State

manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with Texas Government Code 2254, Subchapter A. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional service contracts must be reviewed and approved by the State prior to execution by the Local Government.

13. Construction Responsibilities: N/A

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a “Notification of Completion” acknowledging the Project’s construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. Upon completion of the Project, the party constructing the Project will issue and sign a “Notification of Completion” acknowledging the Project’s construction completion.

14. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

15. Right of Way and Real Property :N/A

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

~~**{If Local Government is responsible, include the following language. If State is responsible, delete the following language}**~~

~~The Local Government shall be responsible for the following:~~

~~A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.~~

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to

~~assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.~~

~~l. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.~~

16. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

17. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
City of Hutto ATTN: City Manager's Office 500 W Live Oak Street Hutto, TX 78634	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

18. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

19. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

20. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, of photocopy reproduction on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

21. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

22. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in the Texas Uniform Grant Management Standards.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State and the Local Government, or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Audit

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

26. Historically Underutilized Business (HUB) and Small Business Enterprise (SBE) Requirements

For projects with State funds and no federal funds, the Local Government will be required to follow the provisions of Texas Transportation Code §201.702 and 43 TAC §§9.354-9.355 (HUB) and §§9.314-9.315 (SBE). The Local Government must incorporate project goals approved by TxDOT into project documents before advertising for receipt of bids. Contractors must select HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government will provide monthly updates of

HUB/SBE (as appropriate) participation and report final accomplishments to TxDOT for credit to overall program goals.

For projects with no state or federal funds that are not on the state or federal highway systems, the Local Government should follow its own local or specific ordinances and procedures. Local Governments are encouraged to use HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government must also report final HUB accomplishments to TxDOT for credit to overall program goals.

27. Debarment Certifications

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

28. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination

because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

29. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS	**THE LOCAL GOVERNMENT**
Signature	Signature
Kenneth Stewart Typed or Printed Name	James R. Earp, CPM Typed or Printed Name
Director of Contract Services Typed or Printed Title	Hutto City Manager Typed or Printed Title
Date	Date

AGENDA ITEM REPORT
13.6.

To:	City Council
Subject:	Consideration and possible action on Resolution R-2023-322 to assign the City of Hutto contract with K Friese for the design and construction services of the Spine Road to the Hutto Economic Development Corporation (Cheney Gamboa)
Meeting:	Thursday, December 7, 2023
Department:	Economic Development /
Staff Contact:	Cheney Gamboa

BACKGROUND INFORMATION:

The current contract for the design and possibly amended (per previous agenda item) to include construction services contract is currently between the City of Hutto and K Friese. The Hutto Economic Development Corporation (HEDC) is in charge of the execution of the Spine Road Construction Project. This contract needs to be assigned so that the HEDC can implement and enforce the design and construction.

SUMMARY OF REQUEST:

Staff requests that this item be approved as presented.

STAFF REVIEW:

FISCAL NOTES:

This is not currently covered under the existing agreements between the EDC and the City. Finance is not in the loop on this action or fiscal impacts. Finance defers to legal for this item.

ATTACHMENTS:

None

AGENDA ITEM REPORT
13.7.

To:	City Council
Subject:	Consideration and possible action on Ordinance No. O-2023-075 amending Chapter 18, Streets and Public Places, Article 18.03 to provide for construction requirements, insurance, bonding, enforcement and penalties; repealing ordinance in conflict and providing for an effective date (Second Reading) (Legal)
Meeting:	Thursday, December 7, 2023
Department:	Legal /
Staff Contact:	

BACKGROUND INFORMATION:

The amendments to Chapter 18, Streets and Public Places, Article 18.03, Right-of-Way Management, to provide for amendments to definitions to include all users of the City's Right-of-Way, adoption of a Permitting and Construction manual that contains engineering, technical and other special criteria for permitting users of the City's right of way. Insurance and bonding requirements are added as well as enforcement and penalty provisions.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

This Ordinance will allow City to assess fees to fiber companies.

ATTACHMENTS:

1. Hutto ORD ROW Article 18.03 amendments 11.29.23

ORDINANCE NO. O-2023-075

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, AMENDING HUTTO CITY CODE CHAPTER 18, STREETS AND PUBLIC PLACES ARTICLE 18.03, RIGHT OF WAY MANAGEMENT, TO PROVIDE FOR CONSTRUCTION REQUIREMENTS, INSURANCE, BONDS, ENFORCEMENT AND PENALTIES; AND PROVIDING FOR: FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, EFFECTIVE DATE, PENALTY, PUBLICATION, AND PROPER NOTICE & MEETING.

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

WHEREAS, the City Council finds certain amendments to the Right of Way Management provisions of the Hutto City Code are necessary to meet changing conditions and are in the best interest of the City; and

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

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

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

Section 1. Findings of Fact: The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

Section 2. Enactment: Chapter 18, Article 18.03, Right of Way Management, of the Hutto City Code is hereby amended to read in accordance with **Attachment "A"** which is attached hereto and incorporated into this Ordinance for all intents and purposes.

Section 3. 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 4. 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 5. Codification: The City Secretary is hereby directed to record and publish the attached rules, regulations, and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

Section 6. 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 7. Penalty: That a violation of this Ordinance shall be a Class C Misdemeanor as provided for in Section 18.03.006, Penalties; Culpable Mental State of this ordinance and Hutto City Code Section 1.01.009 General Penalty for Violations of Code; Continuing Violations with a fine up to $500.00 or up to $2,000.00 if a culpable mental state is alleged in the offense or if the offense is a violation of a rule, ordinance or police regulation that governs fire safety, zoning or public health and sanitation.

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. 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 **16th** day of **November 2023.**

READ, APPROVED and ADOPTED on the second reading the **7th** day of **December 2023**.

THE CITY OF HUTTO, TEXAS

By:_____
Mike Snyder, Mayor

ATTEST:

By:_____
Angela Lewis, City Secretary

AGENDA ITEM REPORT
13.8.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2023-323 approving the Public Right of Way Permitting and Construction Manual (Matt Rector)
Meeting:	Thursday, December 7, 2023
Department:	Engineering /
Staff Contact:	Matt Rector

BACKGROUND INFORMATION:

During the 11/23/23 meeting City Council approved the first reading of the ROW ordinance that will help with the large number of ROW permits being applied for and the large amount of work occurring by fiber optic companies. As part of that conversation a ROW manual was discussed to supplement the ordinance. The attached manual and resolution adopting such are the documents that were discussed. This manual will be the standard operating guide for all work to be done as a result of the newly adopted ordinance.

SUMMARY OF REQUEST:

Staff requests the approval of the resolution and manual as presented.

STAFF REVIEW:

FISCAL NOTES:

No fiscal impact.

ATTACHMENTS:

1. 20231129 Hutto Res Adopting ROW Construction Manual R-2023-323
2. Exh A ROW Permitting and Construction Manual 11.29.23

RESOLUTION NO. R-2023-323

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING THE PUBLIC RIGHT OF WAY PERMITTING AND CONSTRUCTION MANUAL; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council adopted the amendment of Right of Way Management Ordinance, Article 18.03 on the second reading on December 7, 2023; and

WHEREAS, the City staff has developed the Public Right of Way Permitting and Construction Manual to implement the provisions of the Right of Way Ordinance; and

WHEREAS, the City Council desires to approve the Public Right of Way Permitting and Construction Manual, 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 the Public Right of Way Permitting and Construction Manual, 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 7th day of December 2023 on vote of __AYES; ___NAYS; __ABSTENTIONS.

THE CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Angela Lewis, City Secretary

PUBLIC RIGHT-OF-WAY PERMITTING AND CONSTRUCTION MANUAL

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ATTACHMENTS

Permanent Backfill and Repair Detail

1
INTRODUCTION

Because of the increasing number of facilities in the public right-of-way, the City has adopted the Right-of-Way Management Chapter of the City's Code of Ordinances ("Right-of-Way Ordinance" or "Ordinance") and developed this manual in order to guide and manage the use of the public right-of-way. This manual is intended to provide technical criteria and details necessary to implement the provisions of the Right-of-Way Ordinance.

2
CONSTRUCTION PERMITTING PROCEDURE

2.1 Permitting Process

1. Prior to obtaining a permit to perform construction within the public right-of-way, a public service provider must first register with the City of Hutto in accordance with Article IV of the Right-of-Way Ordinance, using the registration form prescribed by the City of Hutto. Additional information regarding registration for construction within the public right-of-way may be obtained by going to the City of Hutto Development Services website at www.HuttoTx.gov.

2. In addition, all public service providers, as well as their prime contractors and sub-contractors must be a registered with the City of Hutto.

3. Prior to performing construction within the public right-of-way, the public service provider, or its authorized representative, is required to obtain a permit from the City in accordance with Article V of the Right-of-Way Ordinance.

4. All new submittals for a Right-of-Way application shall be filed using MyGovernmentOnline.org as a miscellaneous permit and contain a completed digital file of the plans in .pdf format along with the approved traffic control plans (TCP) if traffic lanes are proposed to be closed or if traffic flow will be impacted. In addition, a storm water pollution prevention plan and trench safety plan may also be required. All submittals shall be completed in accordance with this Manual.

5. Revised plans addressing review comments shall be resubmitted with a copy of the original permit application and shall be clearly marked as "resubmittal".

2.2 Permit Application

1. The permittee is required to complete the Public Right-of-Way Permit Application.

2. Construction must begin within 90 days of permit issuance and any extension must be approved by the City in writing. Otherwise, the permittee will need to resubmit a new permit application.

3. For any work within the State right-of-way, the public service provider shall provide evidence of a permit from the State within one week of receipt of permit. In all cases, evidence of a permit must be provided a minimum of 48 hours prior to construction.

2.2.1 Permits on Site

During construction, all contractors shall have all permits and plans associated with the work present on site and shall be made available to the City right-of-way inspector or other City staff upon request.

2.3 Construction Plan

The construction plans shall show the following:

1. The location of the facility being permitted.

2. The limits of the proposed work.

3. The location of all existing and proposed public facilities, including City water lines, storm drainage facilities, and sanitary sewer lines in relation to all proposed utilities, if there is a potential for conflict. Construction drawings for existing and proposed public facilities may be requested from the City of Hutto in person on the second floor of City Hall or via the website at www.HuttoTx.gov as a public information request. The elevation of the existing and proposed public facilities shall be noted, the size or diameter of pipe, a profile shown for any crossing over or under City facility or other utilities, in relation to the proposed utility line, if there is a potential for conflict. The plans shall indicate how potential conflicts will be avoided.

4. Detail of proposed facility installation, i.e., pipe size, depth and dimensions of occupied space. If a utility structure is proposed, dimensions, type, and location shall be indicated on the plans.

5. Pavement removal and replacement limits for street cuts, when allowed.

6. The length and depth of all bores.

A. All concrete driveways and streets shall be directional bored. The length of the bore must be sufficient for meeting the fully improved (ultimate) roadway width as specified in the City of Hutto Thoroughfare requirements as reflected in the Hutto Mobility Master Plan and Hutto Comprehensive plan, unless right-of-way to do so is not available.

B. Pavement cuts in newly constructed, reconstructed or resurfaced (greater than one inch) asphalt streets shall only be allowed beyond 60 months after the completion of the street work as provided by Right-of-Way Ordinance §18.03.019 (h), as amended.

8. Detailed drawings of any bores, trenches, handholes, manholes, vaults, switch gears, transformers and pedestals, including depth.

9. The location of all trees and shrubs within the right-of-way and limits of construction and the landscape protection measures.

10. Complete legend of drawings.

Exceptions may be requested in accordance with the Ordinance.

2.4 Storm Water Pollution Prevention Plan

The permittee shall submit two sets of a Storm Water Pollution Prevention Plan in cases where stream/creek crossings are open cut. A four-foot vertical clearance below the bottom of the proposed stream bed or drainage facility is required.

In all other cases, the permittee is required to implement erosion control measures for construction activities in accordance with the Storm Water Pollution Control Ordinance of the City Code, as amended, and other City ordinances, state laws, and federal regulations. The following pollution prevention measures shall be used where applicable:

1. Avoid placing structural pollution prevention controls in the floodway.

2. Trap/contain boring "mud" or waste material to prevent flow in the street and/or storm drain system through the use of a vacuum excavator, or equivalent method.

3. Remove construction debris and trash daily.

4. Place erosion control matting, hydromulch seeding or sod matching what was existing prior to the work on bare ground as soon as possible, but no later than 14 days after completion of construction work.

5. Clean sediment from streets and other paved surfaces daily or as required. Sediment shall be removed by sweeping and not by washing into the storm drain system.

2.5 Traffic Control Plan

Any work that may impact traffic flow or result in lane closures in streets will require a traffic control plan and the closures shall comply with the most current edition of the *Texas Manual on Uniform Traffic Control Devices*. The permittee shall indicate on the permit application if a lane closure is required. It is the permittee's responsibility to submit and obtain approval of a site-specific traffic control plan from the Engineering Division. In addition:

1. A permittee shall not cause or allow interference with traffic flow on any street included in the Mobility Master Plan during the hours of 7:00 a.m.

   through 9:00 a.m. and 4:00 p.m. through 6:00 p.m. Monday through Friday. If construction on a partially closed street stops for the day, all lanes must be reopened to traffic, unless an extended time of closure is expressly granted by the City.

2. All traffic control plans involving roadways on the current version of the City's Mobility Master Plan, including all major and minor arterials as well as major and minor collectors, shall include an arrow board. Roadways that are part of the state highway system shall require an additional approved Traffic Control Permit from the Texas Department of Transportation.

3. When directing traffic, paddle boards indicating "stop" and/or "slow" are required. Signs indicating the closure of a sidewalk shall comply with all accessibility standards under the Americans with Disabilities Act ("ADA") or other applicable law.

4. Emergency Work. If a TCP is not submitted before emergency work commences, a TCP will be submitted to the City, within forty-eight (48) hours after the emergency work is completed.

2.6 Trench Safety Plan

Trench safety systems shall meet or exceed U.S. Occupational Safety and Health Administration Standards.

3
CONSTRUCTION REQUIREMENTS

3.1 Notification to the City and Work Hours

1. Once a permit is issued, permittee shall give the City Right-of-Way Inspector a minimum notice of two (2) business days prior to commencing work. Permittees may send notice via e-mail to rowinspector@HuttoTx.gov and must include the start date, approved right-of-way permit, Traffic Control Permit, and approved construction plans.

2. Except in the case of an emergency, no work shall be permitted during the following times unless authorized in writing by the City:

   a. During the hours of 4:00 p.m. to 9:00 a.m. Central Standard Time.

   b. During the hours of 4:00 p.m. to 9:00 a.m. Central Daylight Savings Time.

   c. For boring activities, during the hours of 4:00 p.m. to 9:00 a.m., unless otherwise approved by City.

3. The City may require that the work occur overnight when necessary to expedite construction and minimize disruption to traffic.

4. A pre-construction meeting with the City Right-of-Way inspector or other City Staff is required at least five (5) business days prior to the commencement of construction.

5. Holiday and Weekend Work.

   A. Weekend work will be limited in scope as determined by the City Engineer through the permitting process. No work will be permitted on holidays, as noted below, except in the most extreme circumstances and with prior approval. If approved to work on a holiday or weekend, a permittee may be subject to separate inspection fees.

B. The City of Hutto observes the following days as City holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve, and Christmas Day.

6. In the event that construction work amounts to a risk to health, safety, or welfare of the public, permittees, public service providers, and other persons shall call 911.

7. In the event that construction work results in damage to City facilities, permittees, public service providers, and other persons shall call City ROW Inspector immediately.

3.2 Notification to the Public

The following notification procedures apply if it is necessary to close, in whole or in part, a public right-of-way:

1. For any closure of a traffic lane or blocking of a sidewalk or alley lasting one (1) day or less, the person performing the work on behalf of the public service provider and their general contractors and sub-contractors shall conspicuously mark their vehicle and machinery with the company name and telephone number.

2. Any closure of a traffic lane or blocking of a sidewalk or alley lasting longer than one day must be identified by a 3-foot by 3-foot sign that is clearly legible to the traveling public. The sign must be posted at or in close proximity to the work site and must contain:

   A. The name of the public service provider;

   B. The name of the company performing the construction;

   C. A local 24-hour contact person and telephone number; and

   D. A description of the construction project.

3. The requirements above are in addition to any signs, barricades, or warning devices required by law or ordinance. The sign information listed above may be included on barricades or warning devices.

4. The permittee will give written notification of construction to all adjacent property occupants by conspicuously posting the notification on each adjacent property at least 72 hours before commencement of construction. The City may require alternate notification requirements for permitted construction that will last longer than two (2) weeks or if the City determines that an emergency exists.

3.3 Existing Facility Locates

1. Prior to construction, the permittee, public service provider, or contractor shall obtain utility locates by utilizing:

Texas One Call System ("Call Before You Dig") 811 or 1-800-344-8377

2. Permittees, Public Service Providers, contractors, and other persons shall use the Texas One Call (811) System for locating all utility.

3. Permittees, Public Service Providers, contractors, and other persons shall obtain line locates for utilities prior to construction for any excavation regardless of depth. Emergency line locates may be made by calling (as an emergency locate):

   Texas One Call System ("Call Before You Dig") 811 or 1-800-344-8377

4. Water and sanitary sewer service lateral lines and stormwater pipes are not identified as part of the Texas One Call (811) System. Contractors are responsible for verifying depths for water, sanitary sewer laterals, and stormwater lines.

5. Discrepancies – Locate Markings, Plans and Maps. In the event that plans or maps contain differing information about the location of utilities from onsite locate markings, Permittees, Public Service Providers, contractors, and other persons shall not perform construction in areas where any plans, maps, or locate markings display the presence of live utilities, unless and until they have verified that live utilities are not present in that area.

6. Absence of Locate Marks.

   A. If City utilities, such as water valves, sewer manholes, fiber handholes, streetlights and signals, are present and no locate marking has been made, no boring or trenching shall take place until marked and verified. The contractor shall maintain all locate tickets and provide City Staff with this information upon request.

   B. Regarding obtaining line locates for water, sanitary sewer, and stormwater infrastructure, it will be the responsibility of the contractor or public service provider to utilize the plans and thoroughly walk the area to locate and identify meter boxes, water valves, vaults, ground boxes and manholes to determine the location and shall pothole each. Because City utilities frequently have vertical and horizontal bends, the contractor or public service provider must use all available resources to accurately verify depth prior to crossing the utilities, such as by using a camera as alternate means to identify sanitary sewer services.

7. Facility Spacing Requirements and Tolerance Zone - Underground Blocking. It is the contractor's or public service provider's responsibility to identify all utilities, including underground City water facilities, in the area where construction will be conducted in order to confirm their location and accuracy prior to construction. The contractor or public service provider shall protect and allow for additional spacing clearances for all underground concrete blocking used for waterlines to support or reinforce horizontal and vertical bends, tees, fire hydrants, air releases, valves and other water facilities. If a contractor or public service provider is uncertain of the presence of any such utilities or facilities, they may contact the City Right-of-Way Inspector for additional assistance.

3.4 Street Cuts and Excavation

1. The removal of portions of existing pavement, drives, slabs, and sidewalks shall require full depth sawcut by the use of a power-driven saw. Where concrete removal is approved, locations of the removal shown on the plans are indicative only of the need for a sawcut. The removal shall coincide with an existing sawed joint, construction joint, or expansion joint to eliminate overcutting removal shall be to the existing joint. If overcutting past an existing sawed joint, construction joint or expansion joint, is permitted, all concrete overcutting shall be remedied by pressure grouting the entire length of the installation; for asphalt, Texas Department of Transportation approved sealant shall be used. Any remaining surfaces damaged during removal operations by the contractor shall be replaced to the nearest joint. Concrete and asphalt replacement shall be in accordance with the City's Standards and Specifications.

2. In the event that it is necessary to place a temporary surface on any cut opening, the temporary surface shall be composed of hot mix asphalt or cold mix paving materials. Gravel or flexbase surface material shall not be used as a temporary surface on any cut. Temporary surfaces shall be adequately compacted to prevent deterioration of repair during the temporary period. Temporary surfaces utilized within a pedestrian accessibility route shall comply with the Americans with Disabilities Act ("ADA"). If temporary surfaces are used within the roadway, driveway or alley, such surfaces shall be smooth with a uniform surface, free of depressions or humps.

3. If a pavement cut is to be covered, the permittee shall use steel plates, or equivalent plates, of sufficient strength and thickness to support all traffic. Plates must be sufficiently secured in place so as not to become dislodged or in any way cause a hazard to traffic. Asphalt transitions must be placed as required to provide a smooth riding surface. Plates must be marked with the name of the person performing the construction and with a local 24-hour contact number that can be used in case of an emergency, unless a sign identifying the contractor is posted at or in close proximity to the work site. Road plates may not be used for more than five (5) business days without prior approval from the City.

4. Any temporary riding surface that deteriorates or fails to meet the requirements of these specifications shall be removed and replaced at the City's discretion and at the permittee's expense.

3.5 Installation

1. Facility Spacing Requirements

A. Except as provided by Section 3.5(4) of this Manual, all facilities installed under pavement shall be buried to a minimum depth of 48 inches under top of pavement

for the fully improved ultimate roadway width. This measurement shall be made from the existing or proposed top of pavement, whichever is lower. For this section, proposed improvements are defined as any facility with a designated location and elevation as shown on available construction plans. Except as provided by Section 3.5(4) of this Manual, all facilities installed in the parkway shall be buried a minimum of 24 inches. These stipulations are with the condition that additional depth may be necessary due to other constraints or utilities. Requirements for utility structures are provided in Section 18.03.010 (a) (36) (b) of the Ordinance. Upon written request, an exception may be granted.

B. All facilities that cross existing drainage facilities, sanitary sewer, or water mains shall either be buried under the existing pipes with a two-foot minimum vertical clearance at the underside of the existing pipes, or be placed above the existing pipes with a two foot vertical clearance at the top of the existing pipe. In either case, the proposed facility must be 48 inches under top of pavement, except as provided by Section 3.5(4) of this Manual. The location and elevation of all crossed existing utilities must be potholed prior to installation of new facility.

C. All facilities that cross proposed storm sewer, sanitary sewer or water mains shall have a galvanized steel or PVC (not less than Schedule 40) encasement, or approved equivalent, and have a two-foot minimum clearance on any side of the proposed facility. In lieu of the encasement, the facility may be buried five (5) feet below the proposed pipe.

D. All facilities that run parallel to an existing or proposed drainage facility, sanitary sewer, or water main shall have a three-foot minimum horizontal clearance from the exterior face of the pipes or manholes. Please note that the elevation of the individual lateral services of these pipes may vary. All conduit must be at least two feet below or above, as applicable, all existing or proposed drainage facility, sanitary sewer, or water main. When performing construction in the right-of-way, all facilities shall be located and verified on the same side of the right-of-way as the construction is being performed.

2. Landscape Protection Requirements

The proposed facility route shall be designed to minimize damage to trees or landscaping.

A. All construction within street medians with trees present must be bored 72 inches below the existing ground. Boring shall enter and exit at least 24 inches outside of the drip line of the tree. The drip line is an imaginary line that extends from the tree's outer branches and leaves, directly to the ground.

B. If work is performed near a tree, a temporary construction fence shall be erected 12 inches outside the drip line of the tree. The fenced area shall not be entered during the time of construction and the fence shall not be removed for any reason until the work is complete.

C. Permittee shall be responsible for any damage to public or private landscaping and sprinkler systems.

3. Trenchless Technology/Boring Requirements

In using trenchless technology or boring, the following applies:

A. Prior to construction, all existing public facilities shall be physically located in the field when crossing over or under water lines, sanitary sewer, or storm drains.

B. Construction shall be made in such a manner that will minimize interference with vehicular traffic and shall not weaken or damage the existing street.

1. The location of the boring pits shall be a minimum of five feet from the roadway to prevent undermining of the curb, gutter, or shoulder section.

2. The pit shall be dug to a depth sufficient to maintain a minimum boring depth of 48 inches below the traffic surface. Jetting types of boring equipment are not allowed.

3. All overcutting shall be remedied by pressure grouting the entire length of the installation.

4. The pits or trenches excavated to facilitate this operation shall be backfilled and compacted immediately after work is completed.

C. The contractor shall be able to locate the bore head at all times in accordance with the latest technologies and provide the location of the bore upon request.

D. All directional boring shall have the locator place bore marks and depths while the bore is in progress. Locator shall place a mark at each stem with a paint dot and indicate the depth at every other stem.

4. Exceptions and variances may be requested in accordance with the Ordinance.

3.6 Backfill

Backfill of all trenches and bore pits shall begin immediately following installation of the new facility in accordance with the attached detail and the following requirements:

1. All loose concrete, rocks, roots, trash and other debris shall be removed from the excavation prior to any backfill being placed.

2. Backfill material shall consist of the native material obtained from the street excavation unless, in the opinion of the City, this material is unsuitable for use.

3. All backfill material shall be compacted in lifts of loose depth not exceeding 8 inches and compacted to at least 95% of Standard Proctor Density at optimum

moisture content, ± two (2) percentage points, as determined by ASTM D698.

4. Instead of backfilling with excavated material, the contractor may backfill with flowable backfill material. In addition, the City may require any entity or contractor to use flowable fill to backfill an excavation in the public right-of-way in the interest of preserving the public convenience or safety. Flowable type backfill shall have a compression strength of 1500 PSI. Flowable backfill material may only be used for excavations in concrete, asphalt, or other paving.

5. The City may perform, or have performed, any material test on compaction. The permittee shall notify the city inspector 24 hours prior to completion of backfill.

6. If the tests on the backfill do not meet the above requirements, the backfill shall be considered unacceptable and shall be removed and replaced. The permittee shall bear the cost of all corrections and subsequent testing if the backfill is deemed unacceptable.

3.7 Restoration

The requirements of this section govern the restoration of public right-of-way surfaces within the City. For those restoration activities not covered here, the applicable provisions of the City Standards and Specifications will govern.

A permittee performing construction in the public right-of-way shall restore the public right-of-way to a condition that is equal to or better than the condition prescribed in this manual or other applicable City design and construction standards. Restoration work must be performed to the satisfaction of the City.

Restoration work to the public right-of-way must include, but is not limited to, the following:

1. Shrubs damaged by the permittee shall be mitigated and offset by planting the same species and size of shrub. Permittees must obtain the approval from the City regarding any proposed plant material before planting replacement material. Mitigation of canopy and ornamental trees will be assessed by the City and cost of damages will be based on the International Society of Arboriculture's *Guide For Plant Appraisal*. Cost of damages shall be paid to the City.

2. Sod shall be used for turf replacement and shall match existing adjacent type. Ruts shall be removed and the topsoil shall be prepared to provide a smooth surface free of rock and gravel. Irrigation systems shall be repaired to pre-construction condition.

3. The permittee shall restore landscaping and repair or replace irrigation.

4. Installation or reinstallation of all manholes and handholes shall be completed as required by the City.

5. Backfilling and compaction of all completed bore pits, potholes, trenches, or other holes must be performed on a daily basis, or provide proper protection according to the Occupational Safety and Health Administration standards.

6. All subgrade, streets, sidewalks and alleys shall be restored as provided in the attached detail.

7. Leveling of all trenches and disturbed areas.

8. Restoration of any damaged traffic control devices must be completed, including but not limited to, imbedded loop detectors, pavement markings, underground conduits and signs.

9. All location flags must be removed during the clean-up process at the completion of the work.

10. Restoration of special street, sidewalk, or drive approach surfaces must be done so that the restoration matches the color, texture, and pattern of the surrounding special surfaces.

11. Restoration must be made in a timely manner. If restoration is unsatisfactory or not performed in a timely manner, then all of the permittee's work on the project in question will be halted, and no additional permit will be issued until the restoration is completed to the satisfaction of the City. Any hold on the permittee's work will include work previously permitted but not completed.

3.8 Exceptions

Exceptions to any of these provisions are only allowed if approved by the City in accordance with the Ordinance. Failure to construct facilities in accordance with the ordinance may result in correction of the defects by the City, with all restoration and repair performed at the permittee's expense.

3.9 Miscellaneous

1. Sidewalks. No handhole, vaults, structures, cabinets, or ground boxes may be located in the sidewalk or curb ramp unless approved by the City. All sidewalks shall be backfilled the same day and temporary asphalt shall be placed to restore pedestrian accessibility.

2. Decorative Paving. No decorative pavement or pavers shall be cut, removed or broken without prior approval from the City. Any remediated pavement or pavers shall match the existing pavement.

3. Equipment Identification. All construction equipment and vehicles located and/or stored at the construction site shall have the contractor's company name and number clearly displayed and identified.

4. Above Ground Markers. No above ground markers shall be allowed without approval by the City. Curb markers may be permitted at a location upon approval from the City.

5. Core Holes. Core holes in sidewalks and driveways may be used only to locate utilities and shall be repaired from joint to joint. If necessary, temporary steel plates may be used to protect the void created by the core until the permanent repair is made as long as the plates comply with all accessibility standards under the Americans with Disabilities Act ("ADA") or other applicable law. If three (3) or more core holes are made under this Section 3.9 within a panel of concrete pavement, the full street panel must be replaced. If three (3) or more core holes are made under this Section 3.9 within a panel of asphalt pavement, the pavement must be restored in accordance with City's Standard Details, which is available on the City of Hutto website. Core holes within decorative pavement or pavers of any kind shall not be allowed without prior approval from the City.

6. Dust Control. The public service provider and contractor will be responsible for minimizing dust on a daily basis when cutting or removing pavement, sawing, crack sealing and routing of joints. Dust control measures shall include the use of equipment necessary for the capturing of particulate matter during the process and may include watering stockpiles and subgrade. All equipment used shall be so constructed and operated so that dust or its effect will be minimized by the operations carried on during construction and other work or from anything incident thereto, with respect to persons living in or otherwise present in the vicinity.

7. Cleanup and Staging of Material. The contractor and public service shall daily complete the cleanup and hauling off of trash, unused materials, concrete or other debris. Staging of material and equipment shall be placed in an area away from the traveling public. Additional safety fence and screening may be required when requested by the City to conceal the staging area.

8. Boring. When pulling pipe back after boring, the contractor shall do so from the reel to reduce stringing or placing pipe along the street, sidewalk, in front of driveways or at intersections. If the contractor cannot do so, they shall provide additional notification to the homeowner or occupant of the affected premises if such person(s) cannot access their driveway. Such activity shall not be scheduled around times where high volumes of pedestrian or vehicle traffic normally occur at the location.

9. Removal of Locate Marks. At the request of the City, locate marks must be removed upon completion of the construction process when placed on decorative pavement or pavers.

10. Surface and Ground Protection. Tarps or like material shall be used to place excavated soils, rock, stone or sand to sufficiently protect the surface below and prevent the material from migrating to or reaching the surface below. Plywood or equivalent products shall be used to prevent damage or rutting when operating equipment or vehicles on top of pavement and within the public right-of-way.

11. Pipe Restrictions. No single blue pipe or black pipe with a blue stripe shall be installed without prior approval from the City. Exceptions and variances may be requested in

accordance with the Ordinance if the pipes are pulled together as part of a package with other pipe colors, so they are distinguished from City water utility infrastructure.

AGENDA ITEM REPORT
13.9.

To:	City Council
Subject:	Consideration and possible action on Ordinance No. O-2023-079 amending the Fee Schedule of the City of Hutto, Appendix A, of the Hutto Code of Ordinances to add Section A1.010 to include a schedule of fees and charges for use of the Public Right-of-Way (First Reading) (David Amsler)
Meeting:	Thursday, December 7, 2023
Department:	City Manager /
Staff Contact:	David Amsler

BACKGROUND INFORMATION:

This amendment to section A.1010 *Right-of-way fees for network providers* in the fee schedule is meant to incorporate the amendments made to Chapter 18, Streets and Public Places, Article 18.03 of the Code of Ordinances in Agenda Item 13.7. In particular, it establishes the following fees related to the use of public right of way by network providers:

- A 5% gross revenue fee related to installed facilities in the Public Right-of-Way Area (i.e. "Use Fee")
- Cash deposit/bond requirement of $50,000 to be used as penalty for negligent use of right-of-way facilities

SUMMARY OF REQUEST:

Approval of ordinance as presented

STAFF REVIEW:

Staff recommends approval

FISCAL NOTES:

This update allows the City to assess fees on fiber companies doing work in the City. It requires a $50,000 deposit before work begins to cover any damages that may occur within the City, and 5% of gross revenues to be remitted on a quarterly basis.

ATTACHMENTS:

1. Hutto Ordinance ROW Fee amendment-O-2023-079
2. Amendment Fee Schedule 2023.11.30 Redline

3. Amendment Fee Schedule 2023.11.30 Clean

ORDINANCE NO. O-2023-079

AN ORDINANCE AMENDING THE FEE SCHEDULE FOR THE CITY OF HUTTO, APPENDIX A OF THE HUTTO CODE OF ORDINANCES; PROVIDING FOR A SCHEDULE OF FEES AND CHARGES FOR USE OF THE PUBLIC RIGHT-OF-WAY; PROVIDING A PUBLICATION CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, a review has been made by the City Staff covering rates, fees, and charges of the City of Hutto for certain services rendered or provided by the City of Hutto; and

WHEREAS, it is deemed advantageous to set out all of said rates, fees, and charges in one ordinance for the convenience of the City of Hutto, its employees and the citizens of Hutto and the public in general, and such rates, fees, and charges have been set forth in the Fee Schedule, Appendix A of the Hutto Code of Ordinances; and

WHEREAS, the City Council finds certain amendments to the Fee Schedule, Appendix A of the Hutto Code of Ordinances, are necessary to meet changing conditions and are in the best interest of the City, and it is the intent of this Ordinance to amend the Fee Schedule to read in accordance with Attachment "A", which is attached hereto and incorporated into this Ordinance and the City Code for all intents and purposes; 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 has determined that all prerequisites to the adoption of this Ordinance have been met.

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

SECTION 1. The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2. The Fee Schedule of the City of Hutto, Appendix A, of the Hutto Code of Ordinances is hereby amended to add Section A1.010 to include a schedule of fees and charges for use of the Public Right-of-Way to read in accordance with Attachment "A" which is attached hereto and incorporated into this Ordinance and the City Code for all intents and purposes.

SECTION 3. 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 4. 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 5. 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.

SECTION 6. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this 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 7. This Ordinance shall be effective upon passage on the second reading followed by publication in full or by caption in two successive issues of the official newspaper of the City, pursuant to Section 3.13 of the City Charter.

READ and **APPROVED** on the first reading this the **7th** day of **December 2023.**

READ, PASSED, and **ADOPTED** on the second reading of this ___ day of **December, 2023** at a regular meeting of the City Council of Hutto, there being a quorum present.

CITY OF HUTTO, TEXAS

By: _____
Mike Snyder, Mayor

ATTEST:

By: _____
Angela Lewis, City Secretary

Attachment “A”

Appendix A, Section A1.010 Right-of-way fees for Use of Public Right-of-Way

APPENDIX A

FEE SCHEDULE

Updated 8.3.23

ARTICLE A1.000 DEVELOPMENT SERVICES, ENGINEERING AND CONSTRUCTION

Sec. A1.001 Zoning fees

(a) Temporary use permits: $300.00.

(b) Zoning change: $750.00 up to 5 acres. $100.00 for each additional 5 acres.

(c) Planned unit developments (PUD): $2,750.00 up to 20 acres. $100.00 for each additional 5 acres.

(d) Planned unit development (PUD) amendment: 75% of regular planned unit development (PUD) fee.

(e) Zoning variance: $400.00.

(f) Development agreements: $1,000.00.

(g) Form based code submittal: $500.00 up to 80 acres. $100.00 for each additional 5 acres.

(h) Form based code amendment: 75% of regular form based code submittal fee.

(i) Annexation (voluntary): $500.00.

(j) Specific use permit: $500.00.

(k) Zoning verification letter: $50.00.**

(l) Warrant (historic district only): $100.00.**

(m) Traffic impact analysis: $400.00 plus professional recovery fee (amount invoiced by the traffic consultant hired by the city).**

(n) Technology fee: $25.00 except where indicated by**.

(o) Notices:

(1) Published: $150.00.

(2) Mailed: $1.00 per mailed notice.

(A) ***For residential variances, the first fifty (50) notices are included in the initial application fee. Any notices over fifty (50) shall be $1.00 per notice.

(3) On-site public hearing notification sign: $25.00 per sign.

(4) Written notice of each public hearing before the planning and zoning commission and/or city council shall adhere to the following chart:

Procedure	Published	Mailed	Notification distance	On-site public hearing notification signs placed	Notice posted on the city website
Planning Policy					
Comprehensive plan text amendment	*				*
Comprehensive plan map amendment	*				*
Code amendment	*				*

Annexation					
Voluntary	•	•	200 feet		•
Involuntary	•	•	200 feet		•
Zoning					
Zoning application	•	•	600 feet*	•	•
PUD development plan/rezoning•	•	600 feet*	•	•	
Specific use permit	•	•	600 feet*	•	•
Platting					
Preliminary Plat	•	•	200 feet		•
Replat	•	•	200 feet		•
Variances					
Residential variance***	•	•	200 feet	•	•
Commercial variance	•	•	600 feet*	•	•
Historic preservation					
Certificate of appropriateness					•

*Any proposed building over four-stories shall require an additional 100 ft distance per floor up to a maximum 1,000 ft notification distance.

Sec. A1.002 Appeals

(a) Administrative appeal (zoning board of adjustment): $500.00.**

(b) All other appeals (city council): $150.00.**

Sec. A1.003 Subdivision fees

(a) Development assessment review: $1,100.00.

(b) Major subdivision preliminary plat: $1,550.00 plus $25.00 per lot; plus $20.00 per acre of right-of-way.

(c) Major subdivision preliminary plat revision: 75% of regular major subdivision preliminary plat fee.

(d) Major subdivision final plat: $1,000.00 plus $25.00 per lot; plus $20.00 per acre of right-of-way.

(e) Plat vacation: $500.00.

(f) Amended plat of subdivision: $500.00 plus $25.00 per lot.

(g) Major/minor plat recordation processing fee: $50.00 plus Williamson County plat recordation fees.**

(h) Minor/short form final plat: $500.00.

(i) Right-of-way vacation/abandonment/license to encroach (public utility, right-of-way and drainage easement): $250.00*. Requires amendment plat.

(j) GIS fee: $25.00.**

(k) Subdivision public improvements/construction inspection fee:

(1) First 100 acres - $1,500 per acre

(2) Next 150 acres - $750 per acre

(3) All additional acres over 250 acres - $325 per acre

(4) Off-site infrastructure - $7.50 per linear foot per infrastructure item (i.e. streets, drainage, water, wastewater, etc.)

(l) Plan extension request (1-year extension): $250.00.**

(m) Subdivision public improvements/construction plan review:

(1) Initial Submittal

(a) First 100 acres - $500 per acre

(b) Next 150 acres - $250 per acre

(c) All additional acres over 250 acres - $125 per acre

(d) Off-site infrastructure - $2.50 per linear foot per infrastructure item (i.e. streets, drainage, water, wastewater etc.)

(2) Resubmittal (each resubmittal)- $500 or 10% of initial submittal fee whichever is greater.

(n) Legal lot determination: $50.00.**

(o) Subdivision variance: $300.00.

(p) Traffic impact analysis: $400.00 plus professional recovery fee (amount invoiced by the traffic consultant hired by the city).**

(q) Technology fee: $25.00 except where indicated by.**

(r) Service extension request application fees:

(1) Request not requiring city participation: $200.0.

(2) Request requiring city participation: $500.00.

(3) Technology fee: $25.00.

Sec. A1.004 Development fees

(a) Parkland development fee:

(1) Residential: $ $723.00 per dwelling unit.

(2) Nonresidential: $ $2,125 per acre of development

(b) Parkland fee-in-lieu of land dedication fees:

(1) Residential:

(A) Single-family: $1,147.00 per dwelling unit

(B) Multifamily: $198 per dwelling unit

(c) SER Review of Water and Wastewater Fee:

(d) Administration Fee: $300.00

(1) Water:

Tier	**LUE Range**	**Corresponding Peak Flow in Gravity Line***	**Fee Per SER**
Tier 1	0-149 LUE's	Up to 15% of 15-inch gravity line at minimum slope flowing full	$2,340.00
Tier 2	150-299 LUE's	Up to 15% of 21-inch gravity line at minimum slope flowing full	$3,690.00

Tier 3	300-899 LUE's	Up to 15% of 36-inch gravity line at minimum slope flowing full	$5130.00
Tier 4	900-1499 LUE's	N/A	$9,690.00

*Full pipe capacity calculated minimum slope as per the City Utility Criteria Manual (UCM). Peak flow calculated using Peak Wet Weather Flow per the City UCM.

Any development submitted to the City with a proposed LUE count of 1,500 or above will require a separate project-specific SER review fee negotiation

(2) Wastewater:

Tier	**LUE Range**	**Corresponding Peak Hour Flow**	**Fee Per SER**
Tier 1	0-149 LUE's	326 gpm (0.47 mgd)	$1,600.00
Tier 2	150-299 LUE's	654 gpm (0.94 mgd)	$2,460.00
Tier 3	300-899 LUE's	1,967 gpm (2.83 mgd)	$3,630.00
Tier 4	900-1499 LUE's	3,297 gpm (4.72 mgd)	$5,320.00

Any development submitted to the City with a proposed LUE count of 1,500 or above will require a separate project-specific SER review fee negotiation

Sec. A1.005 Site plan fees

(a) Site plan review fee: $1,000.00 plus $100.00 per acre. A resubmittal fee of $250.00 will be required for submittals received more than 45 days after comments were sent or after the third submittal for the project.

(1) Technology fee: $25.00.

(b) Site inspection fee: $200.00 plus $0.05/sq. ft. for impervious cover.

(c) Site inspection fee (public improvements only): 3% of cost of public improvements.

(d) Minor deviations/design modifications: $200.00 plus $0.05/sq. ft. for impervious cover.

(e) Fire review fees: Fire review fees shall be established by the Williamson County Emergency Services District No. 3.

(f) Right-of-way use permit fees. Driveway/flatwork/sidewalk/curb cut only:

(1) Application fee: $100.00.

(2) Inspection fee: $65.00.

(3) Technology fee: $5.00.

(g) Right-of-way use permit fees:

(1) Application fee (applied to inspection fee): $500.00.

(2) $500.00 or 3% of construction cost inspection fee, whichever is greater.

(h) Clearing and grading permit fees:

(1) Application fee: $100.00.

(2) Technology fee: $7.00.

(i) Regional Stormwater Management fees:

(1) Single-family: $1,600.00/acre.

(2) Multifamily: $3,200.00/acre.

(3) Commercial/Industrial: $4,800.00/acre

Sec. A1.006 Building plan review fees

Building plan review fees:

(1) New residential building permit fee: $1,600.00 flat feeResidential addition building permit fee: $25.00.

(2) Commercial: 65% of commercial permit fee. Required for all new commercial construction and commercial addition permits.

(3) Certificate of appropriateness (historic district only):

(A) Minor projects: $30.00.

(B) Major projects (i.e., new construction): $250.00.

(C) Technology fee: $7.00.

(4) Master Plan Submittal: $500 per new home plan compliance review.

Sec. A1.007 Building permit fees

(a) Payment. Fees for building permits double if work on the project begins prior to issuance of the permit. All permit fees are to be paid in advance by the licensed party who applies for the permit. Building valuation is determined by the International Code Council (ICC) Building Valuation Data Table (BVD). This calculation takes the total square feet of a structure multiplied by the amount found on the BVD table for the building group and construction type.

(b) New commercial/residential addition/commercial addition/commercial remodel permit fees: Includes required inspections, reinspections are an additional fee.

Estimated Valuation	**Fee**
$1.00 to $5,000.00	$25.00
$5,001.00 to $10,000.00	$76.92
$10,001.00 to $25,000.00	$99.69 for the first $10,000.00 plus $7.70 for each additional $1,000.00
$25,001.00 to $50,000.00	$215.19 for the first $25,000.00 plus $5.56 for each additional $1,000.00
$50,001.00 to $100,000.00	$354.19 for the first $50,000.00 plus $3.85 for each additional $1,000.00
$100,001.00 to $500,000.00	$546.69 for the first $100,000.00 plus $3.08 for each additional $1,000.00
$500,001.00 to $1,000,000.00	$1,778.69 for the first $500,000.00 plus $2.62 for each additional $1,000.00
$1,000,001.00 and up	$3,088.69 for the first $1,000,000.00 plus $1.74 for each additional $1,000.00

(1) Reinspection: $65.00 each, after 3rd failed inspection, must wait 2 days for reinspection.

(2) Technology fee:

(A) Residential building permit: $10.00.

(B) Commercial building permit: $20.00.

(c) Miscellaneous permits/inspections by type:

(1) Technology fee: $7.00 for all miscellaneous permits, except where indicated by.**

(2) Move-in permit fee (modular structure): $150.00.

(3) Demolition:

(A) Residential: $50.00.

(B) Commercial: $150.00.

(4) Storage building permit: $50.00 review fee, if over 200 square feet $100.00, plus required inspection(s). Reinspection are an additional fee.

(5) Water softener, water heater, irrigation, spa, hot tub, HVAC, solar panel, and wind turbine permits: $50.00, plus required inspection(s) fees. Reinspections are an additional fee.

(6) Pool permit (in ground): $25.00 review fee, plus $0.10 per square foot if over 200 square feet, plus required inspection(s) fees. Reinspections are an additional fee.

(7) Pool permit (above ground, over 24" tall): $25.00 review fee, plus $0.10 per square foot if over 200 square feet, plus required inspection(s) fees. Reinspections are an additional fee.

(8) Patio/deck permit: $50.00 review fee, if over 200 square feet $100.00, plus required inspection(s) fees. Reinspections are an additional fee.

(9) Fire safety inspection: Fire safety inspection for commercial buildings is set by Williamson County Emergency Services District No. 3.

(10) Tree removal permit:**

(A) Undeveloped or redevelopment site:

(i) Trees with a DBH of at least 6", regardless of health: Permit required; no fee.

(ii) Nuisance, diseased, dangerous or dead trees: No permit required; no fee.

(B) Developed site:

(i) Trees with a DBH of at least 2.5", regardless of health: Permit required; no fee.

(ii) Nuisance, diseased, dangerous or dead trees: No permit required; no fee.

(11) HUD-code manufactured home fees:

(A) Permit application fee: $100.00.

(B) License application or renewal fees: $50.00.

(C) License transfer fee: $50.00.

(12) Sign permits:

(A) Regular signs (on buildings or freestanding):

(i) Signs meeting code requirements, fee due upon application: $5.00 per square foot of facing.

(ii) Sign master plan application fee: $100.00.

(B) Signs requiring variances:

(i) Processing fee: $100.00.

(ii) If variance approved: $15.00 per square foot of facing.

(iii) If variance approved for sign master plan: $10.00 per square foot of facing.

(C) Temporary signs:

(i) Temporary commercial signage, per sign: $50.00.

(ii) A-frame sign: $30.00 (1 year).

(iii) Public information sign: Permit required; no fee.**

(iv) Political sign: No permit required; no fee.**

(13) Certificate of occupancy (change of commercial tenant or ownership): $50.00.

(14) Temporary certificate of occupancy: $250.00 per issuance.

(15) Occupation of a structure prior to issuance of a certificate of occupancy: $100.00 per day of occupancy prior to issuance of a certificate of occupancy.

(16) Temporary job/construction trailer: $30.00.

7) Remodel-residential: $50.00 plus required inspection(s) fees. Reinspections are an additional fee. (No planreview fee required.)

(18) Inspection for habitable dwelling. Building or home 5 years or older: $100.00.

(19) All inspections and reinspections not listed above: $50.00 each.** After 3rd failed inspection, must wait 2 days for reinspection and reinspection is $100.00.

Sec. A1.008 Map and plan documents

(a) Printed map products:

(1) Black and white or color map:

(A) 8.5" x 11": $5.00.

(B) 11" x 17": $10.00.

(C) 34" x 48": $20.00.

(2) Map tube: $2.00.

(3) Postage: $4.00 depending on additional postage fees.

(4) 2-day request: $40.00.

(5) As-built plans (24" x 36"): $10.00.

(b) GIS/CD/e-mail products:

(1) PDF file: $10.00.

(2) JPG file: $10.00.

(3) CD: $15.00.

(4) DVD: $15.00.

(5) Postage: $4.00 depending on additional postage fees.

(6) Shape file:

(A) Each layer: $35.00.

(B) Parcel layer: $70.00.

(7) Aerial:

(A) Individual panels (per panel): $35.00.

(B) All panels: $860.00.

(8) As-built plans (electronic): $25.00.

(c) GIS custom maps: GIS is not authorized to prepare custom maps. However, should the preparation of a custom map be authorized by the planning director, the customer will be charged on a per-hour basis. $75.00 for the first hour, $35.00 for each additional hour.

Sec. A1.009 Right-of-way fees for network providers

(a) Application fees. The application fees shall be assessed on the number of node support poles and/or network nodes contained in an application for installation at the following rates:

(1) Five hundred dollars ($500.00) per application. This amount will cover applications covering up to five network nodes;

(2) For applications with more than five network nodes, there shall be an additional two hundred and fifty dollars ($250.00) fee for each additional network node (limit of 30 nodes total); and

(3) One thousand dollars ($1,000.00) per application for each node support pole.

(b) Rent from network providers.

(1) Network nodes. The annual network node site rental rate as set in chapter 284 sec. 284.053 shall be $250.00 per network node, with annual CPI adjustment as provided for in chapter 284, section 284.054.

(2) Poles. Chapter 284, section 284.053 does not provide a separate rate for poles.

(3) Transport facility. The annual transport facility rental rate as set in chapter 284 section 284.055 shall be $28.00 monthly for each network node, unless an equal or greater amount is paid the city, e.g., under chapter 283, Tex. Loc. Gov. Code or chapter 66, Tex. Util. Code.

(c) Annual collocation on service pole attachment fee. Twenty dollars ($20.00) per network node permitted to be collocated on a city service pole.

Sec. A1.010 Public right-of-way fees

(a) Right-of-way license and use agreement. The fees listed below are in effect once entering into the use agreement with the City of Hutto per the Right-Of-Way Fee Ordinance

(1) Fees for plan review and construction plans submitted by Company determined by the Public Works Director or pursuant to the City Right-of-Way Fee Ordinance

(A) Initial Submittal Off-site infrastructure – $2.50 per linear foot per infrastructure item (i.e. streets, drainage, water, wastewater, fiberoptic, etc.)

(B) Resubmittal (each resubmittal) - $500 or 10% of initial submittal fee whichever is greater.

(2) Five Percent (5%) of the gross revenues for the related Facility in the Public Right-of-Way Area ("Use Fee")

(3) Deposit cash or post bond in lieu thereof with the City the sum of Fifty Thousand Dollars ($50,000.00) to be used in the event Company fails to close said Street within a reasonable time to a condition satisfactory to the Public Works Director's Office within the time specified

(b) Public Service Provider/Right of Way Contractor registration fee.

(1) One year registration: $100.

(2) Two year registration: $175.

~~(c)~~

ARTICLE A2.000 PUBLIC SAFETY

Sec. A2.001 Police department fees

(a) Fingerprinting service, per set (voluntary fingerprinting of children is at no charge): $10.00.

(b) Accident reports, per report: $6.00.

(c) Hourly rate for police unit (vehicle) on security detail, per hour: $15.00.

Sec. A2.002 Animal control fees

Animal control: chapter 4 of the Code of Ordinances. All fees set forth shall apply as adopted by the county commissioner's court for the regional animal shelter, as amended.

(1) Dog registration for sterilized animal, per tag: $5.00.

(2) Dog registration for unsterilized animal, per tag: $10.00.

(3) Impoundment fee, registered: $30.00.

(4) Impoundment fee, unregistered: $60.00.

(5) Return charge for loose livestock that are picked up, per occurrence: $65.00.

(6) Holding fee, per day: $10.00.

(7) Rabies vaccination, per animal: $15.00.

(8) Pick up deceased owner animal, per animal: $25.00.

(9) Fee for dropping off animal - owner surrender, per occurrence: $25.00.

(10) Additional drop-off fee with litter, per occurrence: $25.00.

Sec. A2.003 Traffic fines

(a) The municipal judge has discretion to charge the maximum fee per state law depending on the violation. In

addition to traffic fines, a person convicted of a misdemeanor shall pay court cost mandated by the state. Other fines charged are established in the Code of Ordinances and state law.

(b) Maximum fines. The maximum fine for most municipal court cases is as follows:

(1) Traffic violations: $200.00.

(A) $200.00 fines for traffic violations may be doubled for offenses in a construction or maintenance work zone when workers are present and if the construction or maintenance work zone is marked by a sign indicating construction or maintenance work zone.

(B) Additional fee applies if speeding in a school zone.

(2) Penal violations: $500.00.

Sec. A2.004 City ordinances

As stated in chapter 1, section 1.01.009 of the code, the city council may establish the following penalties:

(1) A fine up to $2,000.00 in all cases arising under the ordinances, resolutions, rules or orders that govern: fire safety, zoning, public health and sanitation;

(2) A fine up to $4,000.00 in all cases arising under the ordinances, resolutions, rules or orders that govern illegal dumping of refuse; and

(3) A fine up to $500.00 for all other city violations.

Sec. A2.005 Unlawful passing of school buses

Unlawfully passing a school bus is punishable by a fine of $500.00–$1,250.00 for first offense, or $1,000.00–$2,000.00 for second or subsequent offense.

Sec. A2.006 Failure to maintain motor vehicle liability insurance

Conviction of this offense is a misdemeanor punishable by a fine of not less than $175.00 or more than $350.00; if a person has been previously convicted of this offense, it is punishable by fine of not less than $350.00 or more than $1,000.00.

Sec. A2.007 Parked in handicap zone

Conviction of this offense is a misdemeanor punishable by a fine of not less than $500.00 or more than $750.00; if a person has been previously convicted of this offense, it is punishable by a fine not less than $550.00 or more than $800.00; and if that person has been convicted three times of this offense, a fine of not less than $800.00 or more than $1,100.00.

Sec. A2.008 Time payment fee (article 102.030 Code of Criminal Procedure)

Municipal court shall collect a fee of $15.00 from a person who has been convicted, pays any part of a fine, court cost or restitution on or after the 31st day after the date judgment is entered.

Sec. A2.009 Food sanitation fees (25 Texas Administrative Code section 229.161–171, 229.173–175)

Fees under this subsection are to be reviewed and regulated by the county and cities health district.

ARTICLE A3.000 PUBLIC WORKS

Sec. A3.001 Solid waste collection

(a) Monthly fees are based on cart selection. Bulky waste pickup is not included with the 65-gallon solid waste cart selection.

	95-gal. solid waste	**95-gal. solid waste**	**65-gal. solid waste**	**65-gal. solid waste**
	95-gal. recycling	**65-gal. recycling**	**95-gal. recycling**	**65-gal. recycling**
Solid waste	$11.37	$11.37	$9.79	$9.79
Recycling	$4.37	$3.61	$4.37	$3.61

Bulky waste	$0.52	$0.52	n/a	n/a
Street maintenance (6%)	$0.98	$0.93	$0.85	$0.81
Sales tax (8.25%)	$1.43	$1.36	$1.24	$1.18
Total monthly cost	**$18.67**	**$17.79**	**$16.25**	**$15.39**

(b) Additional carts: 50% of monthly rate.

(c) Tenant clean out (includes up to 10 cubic yards): $150.00.

(d) Additional pickup request (includes up to 3 cubic yards or 6 carts): $8.75 per pickup.

Sec. A3.002 Assessments

(a) Lot cleanup: Actual cost plus $100.00 administrative fee.

ARTICLE A4.000 PUBLIC FACILITY RENTALS

Sec. A4.001 Facilities and equipment rental

Rental procedures and forms will be set and made available through the parks and recreation department.

(1) Generally.

(A) A security deposit shall be required to rent park facilities. Upon inspection and determination that facilities have not been damaged and clean-up cost have not been incurred, the deposit shall be refunded.

(B) A fee will be charged for the preparation of athletic fields (striping).

(C) A per hour, per staff member fee will be charged if a city employee is required to be present during usage.

(2) Park facilities.

	Resident	**Nonresident**	**Deposit**	
			Private Parties	**Corporations**
Fritz[-] Park Large Pavilion				
Hourly rate (2-hr minimum)	$20.00	$30.00	$200.00	$400.00
Half day rate	$140.00	$210.00	$200.00	$400.00
Full day rate	$300.00	$450.00	$200.00	$400.00

Hutto Community Park Pavilion				
Hourly rate (2-hr minimum)	$10.00	$15.00	$200.00	$400.00
Half day rate	$70.00	$105.00	$200.00	$400.00
Full day rate	$150.00	$225.00	$200.00	$400.00
Adam Orgain Park				
Hourly rate (2-hr minimum)	$20.00	$30.00	$200.00	$400.00
Half day rate	$140.00	$210.00	$200.00	$400.00
Full day rate	$300.00	$450.00	$200.00	$400.00
Amphitheater Non-Commercial Rate (per day)	$2,000	$2,400	$400	$400
Amphitheater Commercial Rate (per day)	$3,000	$3,600	$400	$400
Parking Lot & Pavilion A Rental	$600	$950	$400	$400
Festive Site and Pavilion B Non-Commercial Rate (per day)	$1,800	$2,250	$400	$400
Festive Site and Pavilion B Commercial Rate (per day)	$2,300	$2,850	$400	$400
Green Room Non- Commercial (2-hr minimum)	$50/hour	$75/hour	$400	$400
Green Room Commercial (2-hr minimum)	$75/hour	$100/hour	$400	$400
Amphitheater & Festive Site & Pavilion B Non-Commercial (per day)	$2,800	$3,450	$400	$400
Amphitheater & Festive Site & Pavilion B Commercial (per day)	$3,800	$4,450	$400	$400

Hutto Lake Park Pavilion				
Hourly rate (2-hr minimum)	$10.00	$15.00	$200.00	$400.00
Half day rate	$70.00	$105.00	$200.00	$400.00
Full day rate	$150.00	$225.00	$200.00	$400.00
Glenwood Pavilion				

Hourly rate (2-hr minimum)	$10.00	$15.00	$200.00	$400.00
Half day rate	$70.00	$105.00	$200.00	$400.00
Full day rate	$150.00	$225.00	$200.00	$400.00

(3) Athletic fields:

	Resident	Nonresident	Deposit	
			Hourly	4 or more hours
Holmstrom Field				
Hourly (lights)	$100.00	$125.00	$100.00	$400.00
Hourly (no lights)	$75.00	$100.00	$100.00	$400.00
Nguyen Field				
Hourly (lights)	$150.00	$175.00	$100.00	$400.00
Hourly (no lights)	$75.000	$100.00	$100.00	$400.00
Mager Fields (per field)				
Hourly (lights)	$100.00	$125.00	$100.00	$400.00
Hourly (no lights)	$75.00	$100.00	$100.00	$400.00
Creek Fields (per field)				
Hourly (no lights)	$25.00	$50.00	$100.00	N/A

(4) Concession facilities.

	Resident Daily Rate	Nonresident Daily Rate	Deposit
Holmstrom			
Monday–Friday	$15.00	$15.00	$300.00
Saturday–Sunday	$50.00	$50.00	$300.00
Mager			
Monday–Friday	$15.00	$15.00	$300.00
Saturday–Sunday	$50.00	$50.00	$300.00

(5) Field preparation and staffing.

	Football	Soccer	Baseball/Softball
Stripping fee	$150.00	$100.00	$35.00
Staffing (as needed, hourly)	$25.00	$25.00	$25.00

(6) Equipment. Equipment may be rented if available, in conjunction with a paid field rental and deposit.

Equipment - Per day	Fee
Field equipment	$35.00

Sec. A4.002 Youth sports association facility fees

(a) All youth associations will be required to pay no less than a $5.00 nonresident fee per season for each nonresident child in the association.

(b) A formal agreement, approved by the city council, with each sports association may establish a separate fee schedule.

Youth Leagues	Fees
Electric rate - hourly	$20.00
Per nonresident rate	$50.00

Sec. A4.003 Recreation program fees

All recreation program fees are set by the Recreation Manager and approved by the director of parks and recreation on a case-by-case basis. Nonresidents shall pay a $5.00 surcharge per class.

ARTICLE A5.000 UTILITIES

Sec. A5.001 Deposits for water and wastewater accounts

Deposits for all water and wastewater accounts per connection. If average monthly consumption is found to be in excess of the minimum, the customer may be assessed an additional deposit as determined by the city manager.

(1) Water and wastewater, per customer:

(A) Good payment history: $0.00.* Deposit may be waived with a letter of good credit (section 24.04.038) or through a credit check.

(B) Average payment history: $150.00.**

(C) Poor payment history: $250.00.**

*$150.00 deposit will be charged for any customer without a deposit who is disconnected for nonpayment.

**An additional $50.00 deposit will be charged to customers disconnected for nonpayment.

***Final determination of credit history to be made by the city utility billing supervisor.

(2) Wastewater only:

(A) Good payment history: $0.00.* Deposit may be waived with a letter of good credit (section 24.04.038) or a through credit check.

(B) Average payment history: $100.00.**

(C) Poor payment history: $200.00.**

**An additional $50.00 deposit will be charged to customers disconnected for nonpayment.

***Final determination of credit history to be made by the city utility billing supervisor.

(3) Nonresidential deposits: Nonresidential deposits are outlined in section 24.04.038 in the Code of Ordinances. The minimum nonresidential deposit is equal to the residential deposit.

(4) Temporary meters, per meter: $1,500.00.

Sec. A5.002 Connection fees

(a) Water:

(1) 5/8" and 3/4" meter: $600.00.

(2) 1" meter: $750.00.

(3) 1-1/2" meter: $1,100.00.

(4) 2" meter: $1,300.00.

(5) Above 2" meter: Actual meter costs plus $300.00.

(b) Wastewater:

(1) Up to 8" connection: $850.00 inside city; $300.00 developer installed.

(2) Above 8" meter: Actual materials and labor costs plus $500.00; $300.00 developer installed.

Sec. A5.003 Other service charges

(a) New account charge/transfer account charge: $35.00.

(b) Processing fee due to disconnection of services for nonpayment: $50.00. (Jonah and Manville customers will be assessed this processing fee plus an additional $50.00 disconnect fee charged by those providers.)

(c) After-hours connection fee/reconnection fee: $50.00 in addition to above.

(d) Meter reread charge: $25.00.

(e) Tampering with a locking device: $250.00.

(f) Return trip fee: $35.00, required if technician has to return location to connect water due to customer action.

(g) Temporary fire hydrant backflow prevention testing: $75.00.

Sec. A5.004 Impact fees

(a) For plats recorded [~~prior to February 1, 2013~~] *between November 21, 2006, and January 31, 2013*.

(1) Water, per service unit equivalent: $4,363.00.

(2) Wastewater, per service unit equivalent: $1,068.00.

(b) For plats recorded [~~after~~] *between* February 1, 2013*, and February 3, 2021*.

(1) Water, per service unit equivalent: $3,625.00.

(2) Wastewater, per service unit equivalent: $2,128.00.

(c) For plats recorded after February 4, 2021.

(1) Water, per LUE: $8,832.00

(2) Wastewater, per LUE: $2,788.00

Sec. A5.005 Retail water and wastewater rates

(a) Outside city rates: Outside city rates are 1.15 times inside city rates.

(b) Water rates:

(1) Minimum monthly charge (demand):

Meter Size	Inside City	Outside City
5/8" and 3/4" meter	$25.48	$29.30
1" meter	$38.24	$43.97
1-1/2" meter	$63.72	$73.28
2" meter	$127.44	$146.55
3" meter	$203.91	$234.50
4" meter	$407.80	$468.97
6" meter	$637.19	$732.77
8" meter	$1,274.39	$1,465.55

(2) Volume rate (per 1,000 gallons):

		Inside City	Outside City
Single-family residential:			
	Monthly use between:		
	0 to 5,000 gallons	$7.82	$9.00
	5,001 to 12,000 gallons	$8.50	$9.78
	12,001 to 25,000 gallons	$8.90	$10.24
	25,001 gallons or more	$9.70	$11.16
Nonresidential, all consumption		$8.57	$9.86
Irrigation, all consumption		$8.90	$10.24
Construction, all consumption		$8.90	$10.23

(c) Wastewater rates:

(1) Minimum monthly charge (demand):

Meter Size	Inside City	Outside City
5/8" and 3/4" meter	$25.31	$29.11
1" meter	$39.49	$43.68

1-1/2" meter	$63.29	$72.78
2" meter	$126.56	$145.56
3" meter	$202.50	$232.88
4" meter	$405.01	$465.75
6" meter	$632.83	$727.76
8" meter	$1,265.66	$1,455.51

(2) Volume rate (per 1,000 gallons):

	Inside City	**Outside City**
Residential*	$6.33	$7.28
Nonresidential**	$7.28	$8.36

(3) Monthly rate (volume and demand):

	Inside City	**Outside City**
Flat rate customers	$60.38	$69.43

(4) Drainage fee: $4.00 per customer per month.

*Based on winter water use average.

**Based on monthly water meter readings. Nonresidential customers with a 5/8" or 3/4" water meter will continue to base their bill on the winter water use average unless a separate irrigation meter is installed. Wastewater-only customers must report monthly water readings. Late or underreported usage will be subject to late fees in accordance with section 24.04.040 and disconnection for nonpayment.

Sec. A5.006 Unmetered fire protection systems

Unmetered fire protection systems, per connection, minimum charge per month, per service size:

(1) 2-inch: $8.00.

(2) 6-inch: $20.00.

(3) 8-inch: $30.00.

Sec. A5.007 Bulk water rate

Bulk water rate per 1,000 gallons: $3.50.

Sec. A5.008 Drought contingency plan fees

(a) Water allocation surcharges for stage 6 response:

(1) Single-family residential customers:

(A) $10.00 for the first 1,000 gallons over allocation.

(B) $15.00 for the second 1,000 gallons over allocation.

(C) $20.00 for the third 1,000 gallons over allocation.

(D) $25.00 for each additional 1,000 gallons over allocation.

(2) Master-metered multifamily residential customers:

(A) $10.00 for 1,000 gallons over allocation up through 1,000 gallons for each dwelling unit.

(B) $15.00 thereafter for each additional 1,000 gallons over allocation up through a second 1,000 gallons for each dwelling unit.

(C) $20.00 thereafter for each additional 1,000 gallons over allocation up through a third 1,000 gallons for each dwelling unit.

(D) $25.00 thereafter for each additional 1,000 gallons over allocation.

(3) Commercial customers:

(A) Customers whose allocation is 0 gallons through 3,000 gallons per month:

(i) $10.00 per thousand gallons for the first 1,000 gallons over allocation.

(ii) $15.00 per thousand gallons for the second 1,000 gallons over allocation.

(iii) $20.00 per thousand gallons for the third 1,000 gallons over allocation.

(iv) $25.00 per thousand gallons for each additional 1,000 gallons over allocation.

(B) Customers whose allocation is 3,000 gallons per month or more:

(i) 3 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.

(ii) 5 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.

(iii) 7 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.

(iv) 9 times the block rate for each 1,000 gallons more than 15 percent above allocation.

As used herein, "block rate" means the charge to the customer per 1,000 gallons at the regular water rate schedule at the level of the customer's allocation.

(4) Industrial customers:

(A) Customers whose allocation is 0 gallons through 3,000 gallons per month:

(i) $10.00 per thousand gallons for the first 1,000 gallons over allocation.

(ii) $15.00 per thousand gallons for the second 1,000 gallons over allocation.

(iii) $20.00 per thousand gallons for the third 1,000 gallons over allocation.

(iv) $25.00 per thousand gallons for each additional 1,000 gallons over allocation.

(B) Customers whose allocation is 3,000 gallons per month or more:

(i) 3 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.

(ii) 5 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.

(iii) 7 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.

(iv) 9 times the block rate for each 1,000 gallons more than 15 percent above allocation.

As used herein, "block rate" means the charge to the customer per 1,000 gallons at the regular water rate schedule at the level of the customer's allocation.

(b) Reconnection charge: Water reconnection charge following discontinuance of water service for conviction of three or more distinct violations of the plan: $35.00.

ARTICLE A6.000 BUSINESSES

Sec. A6.001 [~~Wine and beer retailer permit~~] *Alcoholic Beverage Permit and License*

[~~Wine and beer retailer permit: $25.00.~~] *Permit and License fees are one-half the amount of the state fees collected by the Texas Alcoholic Beverage Commission for said permit or license, except as to passenger transportation, carrier, private club registration, and local cartage permits, and except as to Mixed Beverage Permits during the three-year period following the issuance of the permit.*

Sec. A6.002 Peddlers, solicitors, distributors, itinerant vendors and mobile street vendors

(a) Peddler/solicitor: $25.00 for each person permitted.

(b) Distributor: $25.00 for each person or group of persons.

(c) Itinerant vendors/mobile street vendors:

(1) 14-day permit: $25.00 fee.

(2) 30-day permit: $35.00 fee.

(3) 90-day permit: $75.00 fee.

(4) 180-day permit: $100.00 fee.

ARTICLE A7.000 LIBRARY

(a) Library cards:

(1) Nonresident:

(A) Family: No family cards.

(B) Individual: People not living within the city limits and children not currently enrolled in Hutto ISD schools may obtain a library card for $10.00 annual fee. This will be effective April 1, 2015. This fee will be charged yearly at the time of renewal.

(2) Replacement:

(A) For 1st replacement: $1.00.

(B) All additional replacement cards: $5.00.

(b) Copy/print and fax:

(1) Black and white, per impression: $0.10.

(2) Color, per impression: $0.25.

(3) Fax: $1.00 for the first page and $0.25 for subsequent pages for local, toll free and long-distance digital faxing. No international or incoming faxes allowed.

(c) Fines and fees:

(1) Overdue books, per day, up to maximum cost to replace: $0.25 with a $10.00 maximum fine.

(2) Lost or damaged book fee: Cost of book + $5.00 processing fee + fines.

(d) Interlibrary loan: Cost of return postage.

ARTICLE A8.000 MISCELLANEOUS FEES

(a) Special events permit application fee: $50.00.

(b) Street closure permit application fee: $25.00.

(c) Fireworks display permit application fee: $40.00.

(d) Film application fee: $500.00.

(1) Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area: $500.00 per day.

(2) Partial, nondisruptive use of a public building, park, right-of-way, or public area: $250.00 per day.

(3) Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking: $50.00 per block per day.

(4) Partial closure or obstruction of a public street or right-of-way, including parking lots and on-street parking: $25.00 per block per day.

(5) Use of city parking lots, parking areas, and city streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles): $50.00 per block or lot per day.

(e) Brush collection by city after storm:

(1) Minimum: $15.00.

(2) Additional time in increments of five minutes: $5.00.

(f) Returned check fee (for any city payment): $30.00.

(g) Credit card processing fee, per transaction: Processing fee of 2% of the charge amount per transaction.

(h) Certified Copies:

(1) Standard or legal size paper copies of city records: $1.00 per page.

(2) Specialty paper and oversized paper copies of city records: Actual cost of copies plus $1.00 per page.

(i) Notary Services: $6.00/notary, or in accordance with Section 406.024 of the Government Code.

APPENDIX A

FEE SCHEDULE

Updated 8.3.23

ARTICLE A1.000 DEVELOPMENT SERVICES, ENGINEERING AND CONSTRUCTION

Sec. A1.001 Zoning fees

(a) Temporary use permits: $300.00.

(b) Zoning change: $750.00 up to 5 acres. $100.00 for each additional 5 acres.

(c) Planned unit developments (PUD): $2,750.00 up to 20 acres. $100.00 for each additional 5 acres.

(d) Planned unit development (PUD) amendment: 75% of regular planned unit development (PUD) fee.

(e) Zoning variance: $400.00.

(f) Development agreements: $1,000.00.

(g) Form based code submittal: $500.00 up to 80 acres. $100.00 for each additional 5 acres.

(h) Form based code amendment: 75% of regular form based code submittal fee.

(i) Annexation (voluntary): $500.00.

(j) Specific use permit: $500.00.

(k) Zoning verification letter: $50.00.**

(l) Warrant (historic district only): $100.00.**

(m) Traffic impact analysis: $400.00 plus professional recovery fee (amount invoiced by the traffic consultant hired by the city).**

(n) Technology fee: $25.00 except where indicated by**.

(o) Notices:

(1) Published: $150.00.

(2) Mailed: $1.00 per mailed notice.

(A) ***For residential variances, the first fifty (50) notices are included in the initial application fee. Any notices over fifty (50) shall be $1.00 per notice.

(3) On-site public hearing notification sign: $25.00 per sign.

(4) Written notice of each public hearing before the planning and zoning commission and/or city council shall adhere to the following chart:

Procedure	Published	Mailed	Notification distance	On-site public hearing notification signs placed	Notice posted on the city website
Planning Policy					
Comprehensive plan text amendment	*				*
Comprehensive plan map amendment	*				*
Code amendment	*				*

Annexation					
Voluntary	•	•	200 feet		•
Involuntary	•	•	200 feet		•
Zoning					
Zoning application	•	•	600 feet*	•	•
PUD development plan/rezoning•	•	600 feet*	•	•	
Specific use permit	•	•	600 feet*	•	•
Platting					
Preliminary Plat	•	•	200 feet		•
Replat	•	•	200 feet		•
Variances					
Residential variance***	•	•	200 feet	•	•
Commercial variance	•	•	600 feet*	•	•
Historic preservation					
Certificate of appropriateness					•

*Any proposed building over four-stories shall require an additional 100 ft distance per floor up to a maximum 1,000 ft notification distance.

Sec. A1.002 Appeals

(a) Administrative appeal (zoning board of adjustment): $500.00.**

(b) All other appeals (city council): $150.00.**

Sec. A1.003 Subdivision fees

(a) Development assessment review: $1,100.00.

(b) Major subdivision preliminary plat: $1,550.00 plus $25.00 per lot; plus $20.00 per acre of right-of-way.

(c) Major subdivision preliminary plat revision: 75% of regular major subdivision preliminary plat fee.

(d) Major subdivision final plat: $1,000.00 plus $25.00 per lot; plus $20.00 per acre of right-of-way.

(e) Plat vacation: $500.00.

(f) Amended plat of subdivision: $500.00 plus $25.00 per lot.

(g) Major/minor plat recordation processing fee: $50.00 plus Williamson County plat recordation fees.**

(h) Minor/short form final plat: $500.00.

(i) Right-of-way vacation/abandonment/license to encroach (public utility, right-of-way and drainage easement): $250.00*. Requires amendment plat.

(j) GIS fee: $25.00.**

(k) Subdivision public improvements/construction inspection fee:

(1) First 100 acres - $1,500 per acre

(2) Next 150 acres - $750 per acre

(3) All additional acres over 250 acres - $325 per acre

(4) Off-site infrastructure - $7.50 per linear foot per infrastructure item (i.e. streets, drainage, water, wastewater, etc.)

(l) Plan extension request (1-year extension): $250.00.**

(m) Subdivision public improvements/construction plan review:

(1) Initial Submittal

(a) First 100 acres - $500 per acre

(b) Next 150 acres - $250 per acre

(c) All additional acres over 250 acres - $125 per acre

(d) Off-site infrastructure - $2.50 per linear foot per infrastructure item (i.e. streets, drainage, water, wastewater etc.)

(2) Resubmittal (each resubmittal)- $500 or 10% of initial submittal fee whichever is greater.

(n) Legal lot determination: $50.00.**

(o) Subdivision variance: $300.00.

(p) Traffic impact analysis: $400.00 plus professional recovery fee (amount invoiced by the traffic consultant hired by the city).**

(q) Technology fee: $25.00 except where indicated by.**

(r) Service extension request application fees:

(1) Request not requiring city participation: $200.0.

(2) Request requiring city participation: $500.00.

(3) Technology fee: $25.00.

Sec. A1.004 Development fees

(a) Parkland development fee:

(1) Residential: $ $723.00 per dwelling unit.

(2) Nonresidential: $ $2,125 per acre of development

(b) Parkland fee-in-lieu of land dedication fees:

(1) Residential:

(A) Single-family: $1,147.00 per dwelling unit

(B) Multifamily: $198 per dwelling unit

(c) SER Review of Water and Wastewater Fee:

(d) Administration Fee: $300.00

(1) Water:

Tier	**LUE Range**	**Corresponding Peak Flow in Gravity Line***	**Fee Per SER**
Tier 1	0-149 LUE's	Up to 15% of 15-inch gravity line at minimum slope flowing full	$2,340.00
Tier 2	150-299 LUE's	Up to 15% of 21-inch gravity line at minimum slope flowing full	$3,690.00

Tier 3	300-899 LUE's	Up to 15% of 36-inch gravity line at minimum slope flowing full	$5130.00
Tier 4	900-1499 LUE's	N/A	$9,690.00

*Full pipe capacity calculated minimum slope as per the City Utility Criteria Manual (UCM). Peak flow calculated using Peak Wet Weather Flow per the City UCM.

Any development submitted to the City with a proposed LUE count of 1,500 or above will require a separate project-specific SER review fee negotiation

(2) Wastewater:

Tier	**LUE Range**	**Corresponding Peak Hour Flow**	**Fee Per SER**
Tier 1	0-149 LUE's	326 gpm (0.47 mgd)	$1,600.00
Tier 2	150-299 LUE's	654 gpm (0.94 mgd)	$2,460.00
Tier 3	300-899 LUE's	1,967 gpm (2.83 mgd)	$3,630.00
Tier 4	900-1499 LUE's	3,297 gpm (4.72 mgd)	$5,320.00

Any development submitted to the City with a proposed LUE count of 1,500 or above will require a separate project-specific SER review fee negotiation

Sec. A1.005 Site plan fees

(a) Site plan review fee: $1,000.00 plus $100.00 per acre. A resubmittal fee of $250.00 will be required for submittals received more than 45 days after comments were sent or after the third submittal for the project.

(1) Technology fee: $25.00.

(b) Site inspection fee: $200.00 plus $0.05/sq. ft. for impervious cover.

(c) Site inspection fee (public improvements only): 3% of cost of public improvements.

(d) Minor deviations/design modifications: $200.00 plus $0.05/sq. ft. for impervious cover.

(e) Fire review fees: Fire review fees shall be established by the Williamson County Emergency Services District No. 3.

(f) Right-of-way use permit fees. Driveway/flatwork/sidewalk/curb cut only:

(1) Application fee: $100.00.

(2) Inspection fee: $65.00.

(3) Technology fee: $5.00.

(g) Right-of-way use permit fees:

(1) Application fee (applied to inspection fee): $500.00.

(2) $500.00 or 3% of construction cost inspection fee, whichever is greater.

(h) Clearing and grading permit fees:

(1) Application fee: $100.00.

(2) Technology fee: $7.00.

(i) Regional Stormwater Management fees:

(1) Single-family: $1,600.00/acre.

(2) Multifamily: $3,200.00/acre.

(3) Commercial/Industrial: $4,800.00/acre

Sec. A1.006 Building plan review fees

Building plan review fees:

(1) New residential building permit fee: $1,600.00 flat feeResidential addition building permit fee: $25.00.

(2) Commercial: 65% of commercial permit fee. Required for all new commercial construction and commercial addition permits.

(3) Certificate of appropriateness (historic district only):

(A) Minor projects: $30.00.

(B) Major projects (i.e., new construction): $250.00.

(C) Technology fee: $7.00.

(4) Master Plan Submittal: $500 per new home plan compliance review.

Sec. A1.007 Building permit fees

(a) Payment. Fees for building permits double if work on the project begins prior to issuance of the permit. All permit fees are to be paid in advance by the licensed party who applies for the permit. Building valuation is determined by the International Code Council (ICC) Building Valuation Data Table (BVD). This calculation takes the total square feet of a structure multiplied by the amount found on the BVD table for the building group and construction type.

(b) New commercial/residential addition/commercial addition/commercial remodel permit fees: Includes required inspections, reinspections are an additional fee.

Estimated Valuation	**Fee**
$1.00 to $5,000.00	$25.00
$5,001.00 to $10,000.00	$76.92
$10,001.00 to $25,000.00	$99.69 for the first $10,000.00 plus $7.70 for each additional $1,000.00
$25,001.00 to $50,000.00	$215.19 for the first $25,000.00 plus $5.56 for each additional $1,000.00
$50,001.00 to $100,000.00	$354.19 for the first $50,000.00 plus $3.85 for each additional $1,000.00
$100,001.00 to $500,000.00	$546.69 for the first $100,000.00 plus $3.08 for each additional $1,000.00
$500,001.00 to $1,000,000.00	$1,778.69 for the first $500,000.00 plus $2.62 for each additional $1,000.00
$1,000,001.00 and up	$3,088.69 for the first $1,000,000.00 plus $1.74 for each additional $1,000.00

(1) Reinspection: $65.00 each, after 3rd failed inspection, must wait 2 days for reinspection.

(2) Technology fee:

(A) Residential building permit: $10.00.

(B) Commercial building permit: $20.00.

(c) Miscellaneous permits/inspections by type:

(1) Technology fee: $7.00 for all miscellaneous permits, except where indicated by.**

(2) Move-in permit fee (modular structure): $150.00.

(3) Demolition:

(A) Residential: $50.00.

(B) Commercial: $150.00.

(4) Storage building permit: $50.00 review fee, if over 200 square feet $100.00, plus required inspection(s). Reinspection are an additional fee.

(5) Water softener, water heater, irrigation, spa, hot tub, HVAC, solar panel, and wind turbine permits: $50.00, plus required inspection(s) fees. Reinspections are an additional fee.

(6) Pool permit (in ground): $25.00 review fee, plus $0.10 per square foot if over 200 square feet, plus required inspection(s) fees. Reinspections are an additional fee.

(7) Pool permit (above ground, over 24" tall): $25.00 review fee, plus $0.10 per square foot if over 200 square feet, plus required inspection(s) fees. Reinspections are an additional fee.

(8) Patio/deck permit: $50.00 review fee, if over 200 square feet $100.00, plus required inspection(s) fees. Reinspections are an additional fee.

(9) Fire safety inspection: Fire safety inspection for commercial buildings is set by Williamson County Emergency Services District No. 3.

(10) Tree removal permit:**

(A) Undeveloped or redevelopment site:

(i) Trees with a DBH of at least 6", regardless of health: Permit required; no fee.

(ii) Nuisance, diseased, dangerous or dead trees: No permit required; no fee.

(B) Developed site:

(i) Trees with a DBH of at least 2.5", regardless of health: Permit required; no fee.

(ii) Nuisance, diseased, dangerous or dead trees: No permit required; no fee.

(11) HUD-code manufactured home fees:

(A) Permit application fee: $100.00.

(B) License application or renewal fees: $50.00.

(C) License transfer fee: $50.00.

(12) Sign permits:

(A) Regular signs (on buildings or freestanding):

(i) Signs meeting code requirements, fee due upon application: $5.00 per square foot of facing.

(ii) Sign master plan application fee: $100.00.

(B) Signs requiring variances:

(i) Processing fee: $100.00.

(ii) If variance approved: $15.00 per square foot of facing.

(iii) If variance approved for sign master plan: $10.00 per square foot of facing.

(C) Temporary signs:

(i) Temporary commercial signage, per sign: $50.00.

(ii) A-frame sign: $30.00 (1 year).

(iii) Public information sign: Permit required; no fee.**

(iv) Political sign: No permit required; no fee.**

(13) Certificate of occupancy (change of commercial tenant or ownership): $50.00.

(14) Temporary certificate of occupancy: $250.00 per issuance.

(15) Occupation of a structure prior to issuance of a certificate of occupancy: $100.00 per day of occupancy prior to issuance of a certificate of occupancy.

(16) Temporary job/construction trailer: $30.00.

7) Remodel-residential: $50.00 plus required inspection(s) fees. Reinspections are an additional fee. (No planreview fee required.)

(18) Inspection for habitable dwelling. Building or home 5 years or older: $100.00.

(19) All inspections and reinspections not listed above: $50.00 each.** After 3rd failed inspection, must wait 2 days for reinspection and reinspection is $100.00.

Sec. A1.008 Map and plan documents

(a) Printed map products:

(1) Black and white or color map:

(A) 8.5" x 11": $5.00.

(B) 11" x 17": $10.00.

(C) 34" x 48": $20.00.

(2) Map tube: $2.00.

(3) Postage: $4.00 depending on additional postage fees.

(4) 2-day request: $40.00.

(5) As-built plans (24" x 36"): $10.00.

(b) GIS/CD/e-mail products:

(1) PDF file: $10.00.

(2) JPG file: $10.00.

(3) CD: $15.00.

(4) DVD: $15.00.

(5) Postage: $4.00 depending on additional postage fees.

(6) Shape file:

(A) Each layer: $35.00.

(B) Parcel layer: $70.00.

(7) Aerial:

(A) Individual panels (per panel): $35.00.

(B) All panels: $860.00.

(8) As-built plans (electronic): $25.00.

(c) GIS custom maps: GIS is not authorized to prepare custom maps. However, should the preparation of a custom map be authorized by the planning director, the customer will be charged on a per-hour basis. $75.00 for the first hour, $35.00 for each additional hour.

Sec. A1.009 Right-of-way fees for network providers

(a) Application fees. The application fees shall be assessed on the number of node support poles and/or network nodes contained in an application for installation at the following rates:

(1) Five hundred dollars ($500.00) per application. This amount will cover applications covering up to five network nodes;

(2) For applications with more than five network nodes, there shall be an additional two hundred and fifty dollars ($250.00) fee for each additional network node (limit of 30 nodes total); and

(3) One thousand dollars ($1,000.00) per application for each node support pole.

(b) Rent from network providers.

(1) Network nodes. The annual network node site rental rate as set in chapter 284 sec. 284.053 shall be $250.00 per network node, with annual CPI adjustment as provided for in chapter 284, section 284.054.

(2) Poles. Chapter 284, section 284.053 does not provide a separate rate for poles.

(3) Transport facility. The annual transport facility rental rate as set in chapter 284 section 284.055 shall be $28.00 monthly for each network node, unless an equal or greater amount is paid the city, e.g., under chapter 283, Tex. Loc. Gov. Code or chapter 66, Tex. Util. Code.

(c) Annual collocation on service pole attachment fee. Twenty dollars ($20.00) per network node permitted to be collocated on a city service pole.

Sec. A1.010 Public right-of-way fees

(a) Right-of-way license and use agreement. The fees listed below are in effect once entering into the use agreement with the City of Hutto per the Right-Of-Way Fee Ordinance
(1) Fees for plan review and construction plans submitted by Company determined by the Public Works Director or pursuant to the City Right-of-Way Fee Ordinance
(A) Initial Submittal Off-site infrastructure – $2.50 per linear foot per infrastructure item (i.e. streets, drainage, water, wastewater, fiberoptic, etc.)
(B) Resubmittal (each resubmittal) - $500 or 10% of initial submittal fee whichever is greater.
(2) Five Percent (5%) of the gross revenues for the related Facility in the Public Right-of-Way Area ("Use Fee")
(3) Deposit cash or post bond in lieu thereof with the City the sum of Fifty Thousand Dollars ($50,000.00) to be used in the event Company fails to close said Street within a reasonable time to a condition satisfactory to the Public Works Director's Office within the time specified
(b) Public Service Provider/Right of Way Contractor registration fee.
(1) One year registration: $100.
(2) Two year registration: $175.

ARTICLE A2.000 PUBLIC SAFETY

Sec. A2.001 Police department fees

(a) Fingerprinting service, per set (voluntary fingerprinting of children is at no charge): $10.00.

(b) Accident reports, per report: $6.00.

(c) Hourly rate for police unit (vehicle) on security detail, per hour: $15.00.

Sec. A2.002 Animal control fees

Animal control: chapter 4 of the Code of Ordinances. All fees set forth shall apply as adopted by the county commissioner's court for the regional animal shelter, as amended.

(1) Dog registration for sterilized animal, per tag: $5.00.

(2) Dog registration for unsterilized animal, per tag: $10.00.

(3) Impoundment fee, registered: $30.00.

(4) Impoundment fee, unregistered: $60.00.

(5) Return charge for loose livestock that are picked up, per occurrence: $65.00.

(6) Holding fee, per day: $10.00.

(7) Rabies vaccination, per animal: $15.00.

(8) Pick up deceased owner animal, per animal: $25.00.

(9) Fee for dropping off animal - owner surrender, per occurrence: $25.00.

(10) Additional drop-off fee with litter, per occurrence: $25.00.

Sec. A2.003 Traffic fines

(a) The municipal judge has discretion to charge the maximum fee per state law depending on the violation. In addition to traffic fines, a person convicted of a misdemeanor shall pay court cost mandated by the state. Other

fines charged are established in the Code of Ordinances and state law.

(b) Maximum fines. The maximum fine for most municipal court cases is as follows:

(1) Traffic violations: $200.00.

(A) $200.00 fines for traffic violations may be doubled for offenses in a construction or maintenance work zone when workers are present and if the construction or maintenance work zone is marked by a sign indicating construction or maintenance work zone.

(B) Additional fee applies if speeding in a school zone.

(2) Penal violations: $500.00.

Sec. A2.004 City ordinances

As stated in chapter 1, section 1.01.009 of the code, the city council may establish the following penalties:

(1) A fine up to $2,000.00 in all cases arising under the ordinances, resolutions, rules or orders that govern: fire safety, zoning, public health and sanitation;

(2) A fine up to $4,000.00 in all cases arising under the ordinances, resolutions, rules or orders that govern illegal dumping of refuse; and

(3) A fine up to $500.00 for all other city violations.

Sec. A2.005 Unlawful passing of school buses

Unlawfully passing a school bus is punishable by a fine of $500.00–$1,250.00 for first offense, or $1,000.00–$2,000.00 for second or subsequent offense.

Sec. A2.006 Failure to maintain motor vehicle liability insurance

Conviction of this offense is a misdemeanor punishable by a fine of not less than $175.00 or more than $350.00; if a person has been previously convicted of this offense, it is punishable by fine of not less than $350.00 or more than $1,000.00.

Sec. A2.007 Parked in handicap zone

Conviction of this offense is a misdemeanor punishable by a fine of not less than $500.00 or more than $750.00; if a person has been previously convicted of this offense, it is punishable by a fine not less than $550.00 or more than $800.00; and if that person has been convicted three times of this offense, a fine of not less than $800.00 or more than $1,100.00.

Sec. A2.008 Time payment fee (article 102.030 Code of Criminal Procedure)

Municipal court shall collect a fee of $15.00 from a person who has been convicted, pays any part of a fine, court cost or restitution on or after the 31st day after the date judgment is entered.

Sec. A2.009 Food sanitation fees (25 Texas Administrative Code section 229.161–171, 229.173–175)

Fees under this subsection are to be reviewed and regulated by the county and cities health district.

ARTICLE A3.000 PUBLIC WORKS

Sec. A3.001 Solid waste collection

(a) Monthly fees are based on cart selection. Bulky waste pickup is not included with the 65-gallon solid waste cart selection.

	95-gal. solid waste	**95-gal. solid waste**	**65-gal. solid waste**	**65-gal. solid waste**
	95-gal. recycling	**65-gal. recycling**	**95-gal. recycling**	**65-gal. recycling**
Solid waste	$11.37	$11.37	$9.79	$9.79
Recycling	$4.37	$3.61	$4.37	$3.61

Bulky waste	$0.52	$0.52	n/a	n/a
Street maintenance (6%)	$0.98	$0.93	$0.85	$0.81
Sales tax (8.25%)	$1.43	$1.36	$1.24	$1.18
Total monthly cost	**$18.67**	**$17.79**	**$16.25**	**$15.39**

(b) Additional carts: 50% of monthly rate.

(c) Tenant clean out (includes up to 10 cubic yards): $150.00.

(d) Additional pickup request (includes up to 3 cubic yards or 6 carts): $8.75 per pickup.

Sec. A3.002 Assessments

(a) Lot cleanup: Actual cost plus $100.00 administrative fee.

ARTICLE A4.000 PUBLIC FACILITY RENTALS

Sec. A4.001 Facilities and equipment rental

Rental procedures and forms will be set and made available through the parks and recreation department.

(1) Generally.

(A) A security deposit shall be required to rent park facilities. Upon inspection and determination that facilities have not been damaged and clean-up cost have not been incurred, the deposit shall be refunded.

(B) A fee will be charged for the preparation of athletic fields (striping).

(C) A per hour, per staff member fee will be charged if a city employee is required to be present during usage.

(2) Park facilities.

	Resident	**Nonresident**	**Deposit**	
			Private Parties	**Corporations**
Fritz[-] Park Large Pavilion				
Hourly rate (2-hr minimum)	$20.00	$30.00	$200.00	$400.00
Half day rate	$140.00	$210.00	$200.00	$400.00
Full day rate	$300.00	$450.00	$200.00	$400.00

Hutto Community Park Pavilion				
Hourly rate (2-hr minimum)	$10.00	$15.00	$200.00	$400.00
Half day rate	$70.00	$105.00	$200.00	$400.00
Full day rate	$150.00	$225.00	$200.00	$400.00
Adam Orgain Park				
Hourly rate (2-hr minimum)	$20.00	$30.00	$200.00	$400.00
Half day rate	$140.00	$210.00	$200.00	$400.00
Full day rate	$300.00	$450.00	$200.00	$400.00
Amphitheater Non-Commercial Rate (per day)	$2,000	$2,400	$400	$400
Amphitheater Commercial Rate (per day)	$3,000	$3,600	$400	$400
Parking Lot & Pavilion A Rental	$600	$950	$400	$400
Festive Site and Pavilion B Non-Commercial Rate (per day)	$1,800	$2,250	$400	$400
Festive Site and Pavilion B Commercial Rate (per day)	$2,300	$2,850	$400	$400
Green Room Non- Commercial (2-hr minimum)	$50/hour	$75/hour	$400	$400
Green Room Commercial (2-hr minimum)	$75/hour	$100/hour	$400	$400
Amphitheater & Festive Site & Pavilion B Non-Commercial (per day)	$2,800	$3,450	$400	$400
Amphitheater & Festive Site & Pavilion B Commercial (per day)	$3,800	$4,450	$400	$400

Hutto Lake Park Pavilion				
Hourly rate (2-hr minimum)	$10.00	$15.00	$200.00	$400.00
Half day rate	$70.00	$105.00	$200.00	$400.00
Full day rate	$150.00	$225.00	$200.00	$400.00
Glenwood Pavilion				

Hourly rate (2-hr minimum)	$10.00	$15.00	$200.00	$400.00
Half day rate	$70.00	$105.00	$200.00	$400.00
Full day rate	$150.00	$225.00	$200.00	$400.00

(3) Athletic fields:

	Resident	Nonresident	Deposit	
			Hourly	4 or more hours
Holmstrom Field				
Hourly (lights)	$100.00	$125.00	$100.00	$400.00
Hourly (no lights)	$75.00	$100.00	$100.00	$400.00
Nguyen Field				
Hourly (lights)	$150.00	$175.00	$100.00	$400.00
Hourly (no lights)	$75.000	$100.00	$100.00	$400.00
Mager Fields (per field)				
Hourly (lights)	$100.00	$125.00	$100.00	$400.00
Hourly (no lights)	$75.00	$100.00	$100.00	$400.00
Creek Fields (per field)				
Hourly (no lights)	$25.00	$50.00	$100.00	N/A

(4) Concession facilities.

	Resident Daily Rate	Nonresident Daily Rate	Deposit
Holmstrom			
Monday–Friday	$15.00	$15.00	$300.00
Saturday–Sunday	$50.00	$50.00	$300.00
Mager			
Monday–Friday	$15.00	$15.00	$300.00
Saturday–Sunday	$50.00	$50.00	$300.00

(5) Field preparation and staffing.

	Football	Soccer	Baseball/Softball
Stripping fee	$150.00	$100.00	$35.00
Staffing (as needed, hourly)	$25.00	$25.00	$25.00

(6) Equipment. Equipment may be rented if available, in conjunction with a paid field rental and deposit.

Equipment - Per day	Fee
Field equipment	$35.00

Sec. A4.002 Youth sports association facility fees

(a) All youth associations will be required to pay no less than a $5.00 nonresident fee per season for each nonresident child in the association.

(b) A formal agreement, approved by the city council, with each sports association may establish a separate fee schedule.

Youth Leagues	Fees
Electric rate - hourly	$20.00
Per nonresident rate	$50.00

Sec. A4.003 Recreation program fees

All recreation program fees are set by the Recreation Manager and approved by the director of parks and recreation on a case-by-case basis. Nonresidents shall pay a $5.00 surcharge per class.

ARTICLE A5.000 UTILITIES

Sec. A5.001 Deposits for water and wastewater accounts

Deposits for all water and wastewater accounts per connection. If average monthly consumption is found to be in excess of the minimum, the customer may be assessed an additional deposit as determined by the city manager.

(1) Water and wastewater, per customer:

(A) Good payment history: $0.00.* Deposit may be waived with a letter of good credit (section 24.04.038) or through a credit check.

(B) Average payment history: $150.00.**

(C) Poor payment history: $250.00.**

*$150.00 deposit will be charged for any customer without a deposit who is disconnected for nonpayment.

**An additional $50.00 deposit will be charged to customers disconnected for nonpayment.

***Final determination of credit history to be made by the city utility billing supervisor.

(2) Wastewater only:

(A) Good payment history: $0.00.* Deposit may be waived with a letter of good credit (section 24.04.038) or a through credit check.

(B) Average payment history: $100.00.**

(C) Poor payment history: $200.00.**

**An additional $50.00 deposit will be charged to customers disconnected for nonpayment.

***Final determination of credit history to be made by the city utility billing supervisor.

(3) Nonresidential deposits: Nonresidential deposits are outlined in section 24.04.038 in the Code of Ordinances. The minimum nonresidential deposit is equal to the residential deposit.

(4) Temporary meters, per meter: $1,500.00.

Sec. A5.002 Connection fees

(a) Water:

(1) 5/8" and 3/4" meter: $600.00.

(2) 1" meter: $750.00.

(3) 1-1/2" meter: $1,100.00.

(4) 2" meter: $1,300.00.

(5) Above 2" meter: Actual meter costs plus $300.00.

(b) Wastewater:

(1) Up to 8" connection: $850.00 inside city; $300.00 developer installed.

(2) Above 8" meter: Actual materials and labor costs plus $500.00; $300.00 developer installed.

Sec. A5.003 Other service charges

(a) New account charge/transfer account charge: $35.00.

(b) Processing fee due to disconnection of services for nonpayment: $50.00. (Jonah and Manville customers will be assessed this processing fee plus an additional $50.00 disconnect fee charged by those providers.)

(c) After-hours connection fee/reconnection fee: $50.00 in addition to above.

(d) Meter reread charge: $25.00.

(e) Tampering with a locking device: $250.00.

(f) Return trip fee: $35.00, required if technician has to return location to connect water due to customer action.

(g) Temporary fire hydrant backflow prevention testing: $75.00.

Sec. A5.004 Impact fees

(a) For plats recorded [~~prior to February 1, 2013~~] *between November 21, 2006, and January 31, 2013*.

(1) Water, per service unit equivalent: $4,363.00.

(2) Wastewater, per service unit equivalent: $1,068.00.

(b) For plats recorded [~~after~~] *between* February 1, 2013*, and February 3, 2021*.

(1) Water, per service unit equivalent: $3,625.00.

(2) Wastewater, per service unit equivalent: $2,128.00.

(c) For plats recorded after February 4, 2021.

(1) Water, per LUE: $8,832.00

(2) Wastewater, per LUE: $2,788.00

Sec. A5.005 Retail water and wastewater rates

(a) Outside city rates: Outside city rates are 1.15 times inside city rates.

(b) Water rates:

(1) Minimum monthly charge (demand):

Meter Size	Inside City	Outside City
5/8" and 3/4" meter	$25.48	$29.30
1" meter	$38.24	$43.97
1-1/2" meter	$63.72	$73.28
2" meter	$127.44	$146.55
3" meter	$203.91	$234.50
4" meter	$407.80	$468.97
6" meter	$637.19	$732.77
8" meter	$1,274.39	$1,465.55

(2) Volume rate (per 1,000 gallons):

		Inside City	Outside City
Single-family residential:			
	Monthly use between:		
	0 to 5,000 gallons	$7.82	$9.00
	5,001 to 12,000 gallons	$8.50	$9.78
	12,001 to 25,000 gallons	$8.90	$10.24
	25,001 gallons or more	$9.70	$11.16
Nonresidential, all consumption		$8.57	$9.86
Irrigation, all consumption		$8.90	$10.24
Construction, all consumption		$8.90	$10.23

(c) Wastewater rates:

(1) Minimum monthly charge (demand):

Meter Size	Inside City	Outside City
5/8" and 3/4" meter	$25.31	$29.11
1" meter	$39.49	$43.68

1-1/2" meter	$63.29	$72.78
2" meter	$126.56	$145.56
3" meter	$202.50	$232.88
4" meter	$405.01	$465.75
6" meter	$632.83	$727.76
8" meter	$1,265.66	$1,455.51

(2) Volume rate (per 1,000 gallons):

	Inside City	**Outside City**
Residential*	$6.33	$7.28
Nonresidential**	$7.28	$8.36

(3) Monthly rate (volume and demand):

	Inside City	**Outside City**
Flat rate customers	$60.38	$69.43

(4) Drainage fee: $4.00 per customer per month.

*Based on winter water use average.

**Based on monthly water meter readings. Nonresidential customers with a 5/8" or 3/4" water meter will continue to base their bill on the winter water use average unless a separate irrigation meter is installed. Wastewater-only customers must report monthly water readings. Late or underreported usage will be subject to late fees in accordance with section 24.04.040 and disconnection for nonpayment.

Sec. A5.006 Unmetered fire protection systems

Unmetered fire protection systems, per connection, minimum charge per month, per service size:

(1) 2-inch: $8.00.

(2) 6-inch: $20.00.

(3) 8-inch: $30.00.

Sec. A5.007 Bulk water rate

Bulk water rate per 1,000 gallons: $3.50.

Sec. A5.008 Drought contingency plan fees

(a) Water allocation surcharges for stage 6 response:

(1) Single-family residential customers:

(A) $10.00 for the first 1,000 gallons over allocation.

(B) $15.00 for the second 1,000 gallons over allocation.

(C) $20.00 for the third 1,000 gallons over allocation.

(D) $25.00 for each additional 1,000 gallons over allocation.

(2) Master-metered multifamily residential customers:

(A) $10.00 for 1,000 gallons over allocation up through 1,000 gallons for each dwelling unit.

(B) $15.00 thereafter for each additional 1,000 gallons over allocation up through a second 1,000 gallons for each dwelling unit.

(C) $20.00 thereafter for each additional 1,000 gallons over allocation up through a third 1,000 gallons for each dwelling unit.

(D) $25.00 thereafter for each additional 1,000 gallons over allocation.

(3) Commercial customers:

(A) Customers whose allocation is 0 gallons through 3,000 gallons per month:

(i) $10.00 per thousand gallons for the first 1,000 gallons over allocation.

(ii) $15.00 per thousand gallons for the second 1,000 gallons over allocation.

(iii) $20.00 per thousand gallons for the third 1,000 gallons over allocation.

(iv) $25.00 per thousand gallons for each additional 1,000 gallons over allocation.

(B) Customers whose allocation is 3,000 gallons per month or more:

(i) 3 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.

(ii) 5 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.

(iii) 7 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.

(iv) 9 times the block rate for each 1,000 gallons more than 15 percent above allocation.

As used herein, "block rate" means the charge to the customer per 1,000 gallons at the regular water rate schedule at the level of the customer's allocation.

(4) Industrial customers:

(A) Customers whose allocation is 0 gallons through 3,000 gallons per month:

(i) $10.00 per thousand gallons for the first 1,000 gallons over allocation.

(ii) $15.00 per thousand gallons for the second 1,000 gallons over allocation.

(iii) $20.00 per thousand gallons for the third 1,000 gallons over allocation.

(iv) $25.00 per thousand gallons for each additional 1,000 gallons over allocation.

(B) Customers whose allocation is 3,000 gallons per month or more:

(i) 3 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.

(ii) 5 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.

(iii) 7 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.

(iv) 9 times the block rate for each 1,000 gallons more than 15 percent above allocation.

As used herein, "block rate" means the charge to the customer per 1,000 gallons at the regular water rate schedule at the level of the customer's allocation.

(b) Reconnection charge: Water reconnection charge following discontinuance of water service for conviction of three or more distinct violations of the plan: $35.00.

ARTICLE A6.000 BUSINESSES

Sec. A6.001 [~~Wine and beer retailer permit~~] *Alcoholic Beverage Permit and License*

[~~Wine and beer retailer permit: $25.00.~~] *Permit and License fees are one-half the amount of the state fees collected by the Texas Alcoholic Beverage Commission for said permit or license, except as to passenger transportation, carrier, private club registration, and local cartage permits, and except as to Mixed Beverage Permits during the three-year period following the issuance of the permit.*

Sec. A6.002 Peddlers, solicitors, distributors, itinerant vendors and mobile street vendors

(a) Peddler/solicitor: $25.00 for each person permitted.

(b) Distributor: $25.00 for each person or group of persons.

(c) Itinerant vendors/mobile street vendors:

(1) 14-day permit: $25.00 fee.

(2) 30-day permit: $35.00 fee.

(3) 90-day permit: $75.00 fee.

(4) 180-day permit: $100.00 fee.

ARTICLE A7.000 LIBRARY

(a) Library cards:

(1) Nonresident:

(A) Family: No family cards.

(B) Individual: People not living within the city limits and children not currently enrolled in Hutto ISD schools may obtain a library card for $10.00 annual fee. This will be effective April 1, 2015. This fee will be charged yearly at the time of renewal.

(2) Replacement:

(A) For 1st replacement: $1.00.

(B) All additional replacement cards: $5.00.

(b) Copy/print and fax:

(1) Black and white, per impression: $0.10.

(2) Color, per impression: $0.25.

(3) Fax: $1.00 for the first page and $0.25 for subsequent pages for local, toll free and long-distance digital faxing. No international or incoming faxes allowed.

(c) Fines and fees:

(1) Overdue books, per day, up to maximum cost to replace: $0.25 with a $10.00 maximum fine.

(2) Lost or damaged book fee: Cost of book + $5.00 processing fee + fines.

(d) Interlibrary loan: Cost of return postage.

ARTICLE A8.000 MISCELLANEOUS FEES

(a) Special events permit application fee: $50.00.

(b) Street closure permit application fee: $25.00.

(c) Fireworks display permit application fee: $40.00.

(d) Film application fee: $500.00.

(1) Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area: $500.00 per day.

(2) Partial, nondisruptive use of a public building, park, right-of-way, or public area: $250.00 per day.

(3) Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking: $50.00 per block per day.

(4) Partial closure or obstruction of a public street or right-of-way, including parking lots and on-street parking: $25.00 per block per day.

(5) Use of city parking lots, parking areas, and city streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles): $50.00 per block or lot per day.

(e) Brush collection by city after storm:

(1) Minimum: $15.00.

(2) Additional time in increments of five minutes: $5.00.

(f) Returned check fee (for any city payment): $30.00.

(g) Credit card processing fee, per transaction: Processing fee of 2% of the charge amount per transaction.

(h) Certified Copies:

(1) Standard or legal size paper copies of city records: $1.00 per page.

(2) Specialty paper and oversized paper copies of city records: Actual cost of copies plus $1.00 per page.

(i) Notary Services: $6.00/notary, or in accordance with Section 406.024 of the Government Code.

AGENDA ITEM REPORT
13.10.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2023-328 regarding amendment No. 2 to the K Friese Contract in the amount of $271,100 for the Megasite Wastewater Lines project (CIP WW07-2023) (Matt Rector)
Meeting:	Thursday, December 7, 2023
Department:	Engineering /
Staff Contact:	Matt Rector

BACKGROUND INFORMATION:

On November 17, 2022 City Council approved an Individual Project Order with KFriese and Associates, Inc. for continuing professional services with K Friese & Associates (KFA).

As previously communicated during the November 17, 2022 City Council meeting, approval for Bid and Construction Phased services would be added as part of a future IPO amendment. The purpose of this agenda item is for an Amendment to add the Bid and Construction Phase Services.

K Friese & Associates will design an 18-inch diameter gravity line, an 8-inch diameter forcemain, and lift station with an initial firm capacity of 0.75 million gallons per day (MGD) to expand to 1.35 MGM. The project will connect to the existing Cottonwood Creek Wastewater Interceptor. These improvements will provide wastewater service to the Megasite development and surrounding areas, including the RCR-Taylor site east of FM 3349. This design scope includes two capital improvement projects WW07 and WW09 that were approved as part of the City's CIP Plan on 7/21/2022.

The scope of services includes:

1. Project management
2. A preliminary engineering report (PER)
3. Expedited design review submittals at 30%, 60%, 90% and 100% design stages
4. Plans and specifications

Improvements will consist of approximately 11,600 linear feet of parallel 8-inch and 10-inch diameter wastewater force mains and a lift station with an initial firm capacity of 1.85 mgd (millions of gallons per day), expandable to a 3.0 mgd ultimate firm capacity to serve the Megasite development and surrounding areas by conveying wastewater from the proposed lift station to the proposed 7,800 linear feet of 18-inch diameter wastewater interceptor sewer from the western corner of Megasite development to the existing 12" wastewater line along Cottonwood Creek to serve the Megasite development by conveying wastewater from the proposed forcemain to the existing Cottonwood Creek wastewater line.

AGENDA ITEM REPORT
13.10.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

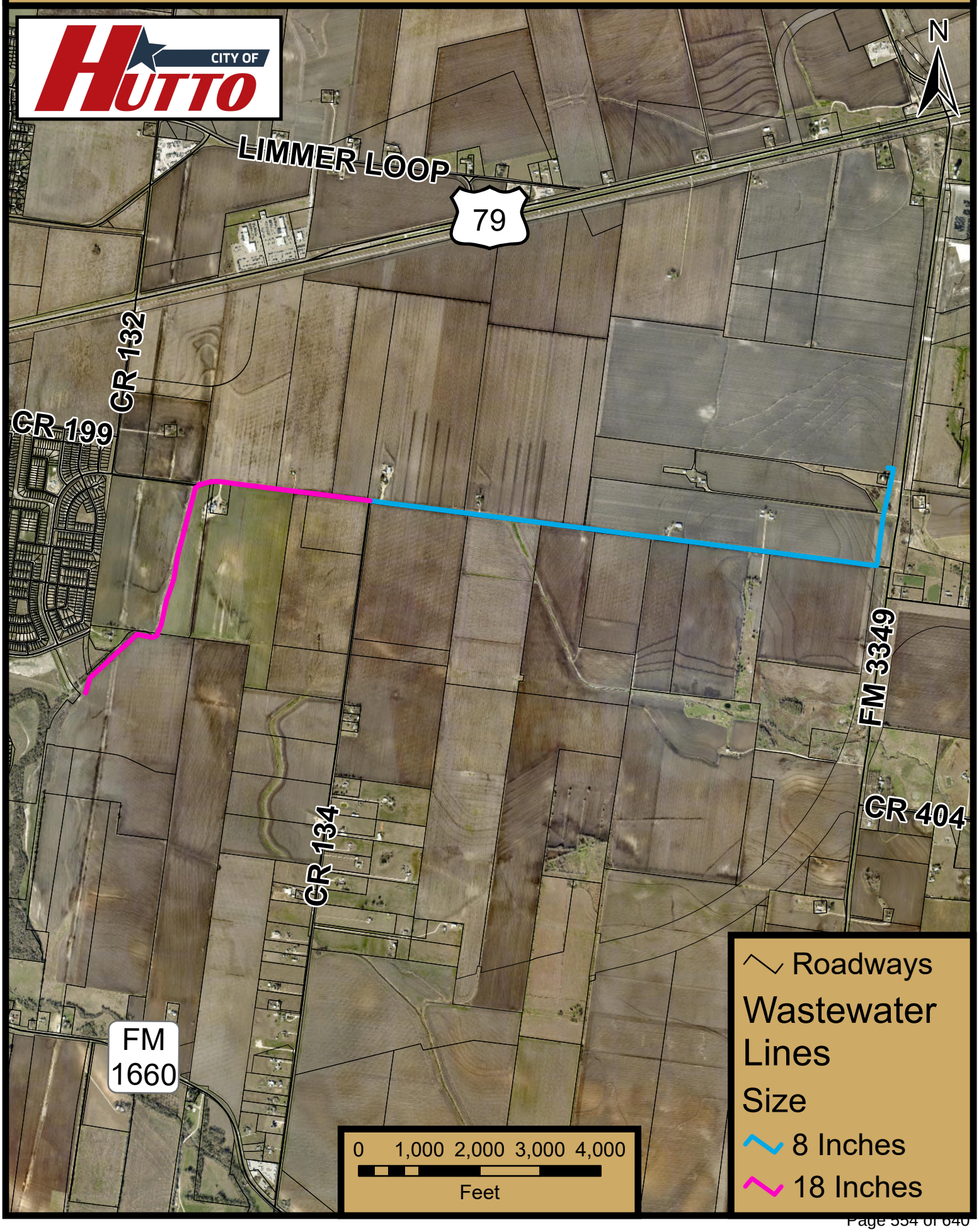
The Megasite Wastewater Lines Phase I is being funded by the 2022 Certificates of Obligation (57-040-058-6672) and a future debt issuance.

There is currently $4,677,811 in funding allocated to this project from the 2022 Certificates of Obligation, with $1,611,634 encumbered to date. If this amendment is approved, there will be $2,795,077 in remaining available funds for this project.

ATTACHMENTS:

1. Megasite_Wastewater_Lines_WW_07
2. Form 1295 - City of Hutto - WW07_WW09-Signed_Const
3. KFA_HB 89_Verification Signed 12.4.23_Const
4. 20231204-K Friese IPO 2022-02_BidCPS_PartiallyExecuted

Megasite Wastewater Lines (WW-07)



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1099416

Date Filed:
11/30/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
K Friese + Associates
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of 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.
WW07/WW09 Pipeline & Lift Stat
Professional Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Friese, Karen	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Thomas M. Owens, P.E., and my date of birth is 11/13/64.

My address is 1120 S. Capital of Texas Highway (street), Austin (city), TX (state), 78746 (zip code), _____ (country).

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

Executed in Travis County, State of Texas, on the 4 day of December (month), 2023 (year).

Signature of authorized agent of contracting business entity
(Declarant)

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th 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.

I, (authorized official) Thomas M. Owens, P.E., 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

K Friese + Associates

Company Name

Signature of Authorized Official

Vice President — 12/4/23

Title of Authorized Official — Date

Individual Project Order 2022-02

to the Master Agreement

between the City of Hutto

and K Friese and Associates, Inc. (7/15/2021)

Project No: WW07 and WW09

Bid and Construction Phase Services

KFA IPO
2022-02

This Individual Project Order (IPO) is made by and between the **City of Hutto** (hereinafter referred to as "**City**") and **K Friese and Associates**, (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 projects:

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 Bid Phase and Construction Phase Services specified in Attachment A1 - WW07 AND WW09 PIPELINE BID AND CONSTRUCTION PHASE and Attachment B1 - WW09 LIFT STATION BID AND CONSTRUCTION PHASE.

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. WW07 and WW09 have been combined for the purposes of this table.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Project Management/Administration	21,480.00	LUMP SUM
Bid Phase Services	44,545.00	LUMP SUM
Construction Phase Services	199,785.00	LUMP SUM
Construction Phase Services EXPENSES	5,290.00	LUMP SUM
		LUMP SUM
		LUMP SUM
		LUMP SUM
		LUMP SUM
		LUMP SUM
		LUMP SUM
		LUMP SUM
TOTAL FEE	$ 271,100.00	

The total amount authorized to Consultant under this IPO is $271,100.00.

The lump sum amount to be paid under this IPO is $271,100.00.

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 A1 and A2 – Scope of Bid and Construction Phase Services for WW07 & WW09 Pipeline Construction

3.1.2 Attachment B1 and B2 – Scope of Bid and Construction Phase Services for WW09 Lift Station Construction

3.1.3 Attachment C – Construction Schedule

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	K Friese & Associates, Inc.
By: _____ *Signature*	By: _____ *Signature*
Name: _____ *Printed Name*	Name: Thomas M. Owens, P.E. *Printed Name*
Title: _____	Title: Vice President
Date: _____	Date: 04 DEC 23
Attest: _____	Attest: _____

PROJECT DESCRIPTION

The K Friese + Associates (KFA) team is currently providing engineering design services for the installation of segments of gravity wastewater main and wastewater force main. The design consists of the installation of approximately 7,800 linear feet of 18-inch diameter wastewater interceptor (Project No. WW07) and approximately 11,600 linear of feet of 8-inch diameter wastewater force main (Project No. WW09).

Recently, the City of Hutto (City) requested bidding and construction phase services for the 18-inch diameter wastewater interceptor and 8-inch diameter wastewater force main. The WW09 Lift Station project is anticipated to be bid and constructed as part of a separate package.

SCOPE OF SERVICES

The KFA team will provide engineering services including the following:

- 30% Design Phase Services
  - Not in Scope
- 60% Design Phase Services
  - Not in Scope
- 90% Design Phase Services
  - Not in Scope
- 100% Design Phase Services
  - Not in Scope
- Bid Phase Services
  - Submit final sealed construction drawings and specifications, attend pre-bid meeting, issue addenda, and evaluate bids and provide recommendation
- Construction Phase Services
  - Submittal review, site visits, RFIs, change order review, record drawings

It is assumed that all meetings will be held in person. It is also assumed that inspection and testing services will be performed by others.

Items not anticipated for this assignment which have not been included in this Scope of Services are as follows: detailed design, inspection services, testing services, and permitting fees.

1. Project Management

1.1. Project Management – This task includes routine communication with the City; managing manpower, budgets, and schedules; and invoicing.

2. Bid Phase

2.1. Ready to Bid Submittal – Address any final comments or changes required and prepare final bidding documents for the project to be distributed to Contractors.

2.2. Advertise – Prepare and submit Advertisement for Bids to newspaper(s) for publication as directed by the City. City will pay advertising costs.

2.3. Distribute Plans and Specifications – Dispense construction contract documents to prospective bidders utilizing BidNet Direct.

2.4. Attend Pre-Bid Meeting - KFA will prepare for and attend the pre-bid meeting. KFA will prepare an agenda and will prepare meeting minutes documenting and questions and any responses provided at the meeting.

2.5. Addenda - KFA will prepare addenda required to clarify, correct, or change the bid documents.

2.6. Attend Bid Opening – KFA attend the bid opening and read the bids aloud.

2.7. Prepare Bid Tabulation – KFA will prepare a bid tabulation of the bids received.

2.8. Evaluate Bids and Recommend Award – KFA will review the bids, verify the accuracy of the bid tabulation, determine the responsiveness of the low bidders, and prepare a letter of recommendation of award.

2.9. Conformed Documents – KFA will update the Contract Documents based on the Addenda issued and will issue Conformed Documents.

3. Construction Phase

3.1. Preconstruction Conference – KFA will attend the preconstruction conference, prepare an agenda, and distribute meeting minutes.

3.2. Submittal Review - KFA will review material data submittals, cut sheets, and layout drawings submitted by the Contractor. It is assumed that there will be a total of 24 submittal reviews.

3.3. Site Visits/Progress Meetings - KFA will make three (3) site visits per month during construction of City wastewater pipeline infrastructure and prepare site visit reports. KFA will attend one construction progress meeting per month with the City and the Contractor, and will review redlines and pay estimates. Review of pay app and redlines will be done in conjunction with a site visit progress meeting.

3.4. Prepare Monthly Construction Observation Report – KFA will prepare a construction observation report each month summarizing the site visits during that month. It is assumed that the pipeline portion of the project will last 9 months.

3.5. Review RFIs, RFPs, and Change Orders - KFA will evaluate and respond to RFIs from the Contractor. KFA will assist the City in reviewing RFPs and Change

Orders received from the Contractor regarding required plan modifications. Change Order paperwork will be completed by others.

3.6. Perform Final Walkthrough - KFA will assist the City with a final completion walk through with the Contractor and the Inspector.

3.7. Prepare Record Drawings – The KFA Team will prepare Record Drawings based on redlines provided by the Contractor and Inspector. KFA will supply the City with one set of reproducible record drawings and provide one set of record drawings in electronic format

3.8. Revise and resubmit record drawings per Comments.

4. Supplemental Services

4.1. Not in Scope

ATTACHMENT A2: KFA FEE SCHEDULE
CITY OF HUTTO
WW07 AND WW09 PIPELINE BID AND CONSTRUCTION PHASE

	Task	Principal	QA/QC Manager	Senior Project Manager	Senior Design Engineer	Design Engineer I	Staff Engineer	Senior CADD Designer	General Office Clerk	Total Labor	KFA Total Labor Cost	Expenses & Subcontractor Markup	Total Cost
		$ 300.00	$ 275.00	$ 250.00	$ 230.00	$ 150.00	$ 125.00	$ 130.00	$ 80.00				
1.0	**Project Management**	*10*	*0*	*20*	*0*	*0*	*0*	*0*	*16*	***46***	***$9,280***	***$0***	***$9,280***
1.1	Project Management	10		20					16	46	$9,280	$0	$9,280
2.0	**Bid Phase Services**	*0*	*2*	*18*	*27*	*38*	*36*	*18*	*8*	***147***	***$24,440***	***$400***	***$24,840***
2.1	Bid Ready Submittal			2	4	4	4	4		18	$3,040	$0	$3,040
2.2	Advertise			2	2				4	8	$1,280	$0	$1,280
2.3	Distribute Plans and Specifications			2	2	4			4	12	$1,880	$0	$1,880
2.4	Attend Pre-Bid Meeting			4	6	8				18	$3,580	$300	$3,880
2.5	Addenda		2	4	8	12	16	12		54	$8,750	$0	$8,750
2.6	Attend Bid Opening			2						2	$500	$100	$600
2.7	Prepare Bid Tabulation				1	2	6			9	$1,280	$0	$1,280
2.8	Evaluate Bids and Recommend Award			1	2	4	4			11	$1,810	$0	$1,810
2.9	Conformed Documents			1	2	4	6	2		15	$2,320	$0	$2,320
3.0	**Construction Phase Services**	*0*	*14*	*108*	*136*	*172*	*112*	*80*	*0*	***622***	***$112,330***	***$4,100***	***$116,430***
3.1	Preconstruction Conference			4	6	8				18	$3,580	$300	$3,880
3.2	Submittal Review			4	12	24	48			88	$13,360	$0	$13,360
3.3	Site Visits/Progress Meetings			60	60	60				180	$37,800	$3,500	$41,300
3.4	Prepare Monthly Construction Observation Report			4	4	4				12	$2,520	$0	$2,520
3.5	Review RFIs, RFPs, and Change Orders		8	16	24	40	24	24		136	$23,840	$0	$23,840
3.6	Perform Final Walkthrough			8	8					16	$3,840	$300	$4,140
3.7	Prepare Record Drawings		4	8	16	24	24	36		112	$18,060	$0	$18,060
3.8	Revise and Resubmit Record Drawings		2	4	6	12	16	20		60	$9,330	$0	$9,330
	Base Services Totals	**10**	**16**	**146**	**163**	**210**	**148**	**98**	**24**	**815**	**$146,050**	**$4,500**	**$150,550**
4.0	**Supplemental Services**	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	***0***	***$0***	***$0***	***$0***
4.1	Not in Scope									0	$0	$0	$0
	Supplemental Services Totals	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**	**$0**
	Total Base + Supplemental Services	**10**	**16**	**146**	**163**	**210**	**148**	**98**	**24**	**815**	**$146,050**	**$4,500**	**$150,550.00**

ATTACHMENT B1
CITY OF HUTTO
WW09 LIFT STATION BIDDING AND CONSTRUCTION PHASE

PROJECT DESCRIPTION

The K Friese + Associates (KFA) team is currently providing engineering design services for the South East Loop Lift Station.

Recently, the City of Hutto (City) requested bidding and construction phase services for the South East Loop Lift Station. The WW07 and WW09 pipeline is assumed to be bid and constructed as part of a separate package.

SCOPE OF SERVICES

The KFA team will provide engineering services including the following:

- 30% Design Phase Services
  - Not in Scope
- 60% Design Phase Services
  - Not in Scope
- 90% Design Phase Services
  - Not in Scope
- 100% Design Phase Services
  - Not in Scope
- Bid Phase Services
  - Submit final sealed construction drawings and specifications, attend pre-bid meeting, issue addenda, and evaluate bids and provide recommendation.
- Construction Phase Services
  - Provide construction phase services for the:
    - WW09 - SOUTH EAST LOOP LIFT STATION PRE-PURCHASE EQUIPMENT PACKAGE and
    - WW09 - SOUTH EAST LOOP LIFT STATION
  - Submittal review, site visits, RFIs, change order review, record drawings.

The KFA team for this assignment will include the following subconsultants:

- JRSA Engineering – Electrical and instrumentation engineering services
- TSEN Engineering – Structural engineering services

It is assumed that all meetings will be held in person. It is also assumed that inspection and testing services will be performed by others.

Items not anticipated for this assignment which have not been included in the Scope of Services are as follows: detailed design, inspection services, testing services, and permitting fees.

The City of Hutto (City) has requested bidding and construction phase services for the South East Loop Lift Station including the pre-purchase project and the installation project.

Items not anticipated for this assignment which have not been included in this Scope of Services are as follows: detailed design, inspection services, testing services, and permitting fees.

1. Project Management

1.1. Project Management – This task includes routine communication with the City; managing manpower, budgets, schedules, and invoicing.

2. Bid Phase

2.1. Ready to Bid Submittal – KFA will address any final comments or changes required and prepare final bidding documents for the project to be distributed to Contractors.

2.2. Attend Pre-Bid Meeting - KFA will prepare for and attend the pre-bid meeting. KFA will prepare an agenda and will prepare meeting minutes documenting and questions and any responses provided at the meeting.

2.3. Issue Addenda – KFA will interpret plans and specifications and draft addenda, as necessary, for issuance by the City.

2.4. Attend Bid Opening – KFA will attend the public bid-opening and read the bids aloud.

2.5. Prepare Bid Tabulation – KFA will prepare a bid tabulation of the bids received.

2.6. Evaluate Bids and Recommend Award – KFA will review the bids, verify the accuracy of the bid tabulation, determine the responsiveness of the low bidders, and prepare a letter of recommendation of award.

2.7. Conformed Documents – KFA will update the Contract Documents based on the Addenda issued and will issue Conformed Documents.

3. Construction Phase

3.1. WW09 - SOUTH EAST LOOP LIFT STATION PRE-PURCHASE EQUIPMENT PACKAGE

3.1.1. Attend Preconstruction Conference – KFA will attend the preconstruction conference, prepare an agenda, and distribute meeting minutes.

3.1.2. Submittal Review – KFA will maintain a log of all Contractor submittals, track review progress, review and approve submittals, and distribute submittals to the appropriate parties.

3.1.3. Review Change Orders – KFA will review and approve all Contractor's requests for Change Orders and prepare Change Orders as appropriate.

3.1.4. Review Request for Information – KFA will provide answers to requests for information (RFIs) from Contractor as related to possible conflicts and clarifications needed.

3.2. WW09 - SOUTH EAST LOOP LIFT STATION

3.2.1. Attend Preconstruction Conference – KFA will attend the preconstruction conference, prepare an agenda, and distribute meeting minutes.

3.2.2. Attend Regular Construction Meetings – KFA will attend regular construction meetings with the City, Contractor, and other parties as appropriate, including preparing the meeting minutes. For budgeting purposes, we have assumed 12 meetings to take place during construction.

3.2.3. Attend Site Visits – KFA will visit the site (2 visits) to check the progress of the work and verify general conformance with the project plans and technical specifications.

3.2.4. Review Submittal – KFA will maintain a log of all Contractor submittals, track review progress, review and approve submittals, and distribute submittals to the appropriate parties.

3.2.5. Review Change Orders – KFA will review and approve all Contractor's requests for Change Orders and prepare Change Orders as appropriate.

3.2.6. Review Request for Information – KFA will provide answers to requests for information (RFIs) from Contractor as related to possible conflicts and clarifications needed.

3.2.7. Contract Close-out – KFA will attend a final project walk-thru, document "punch list items", and issue an Engineer's Concurrence for Project Acceptance letter.

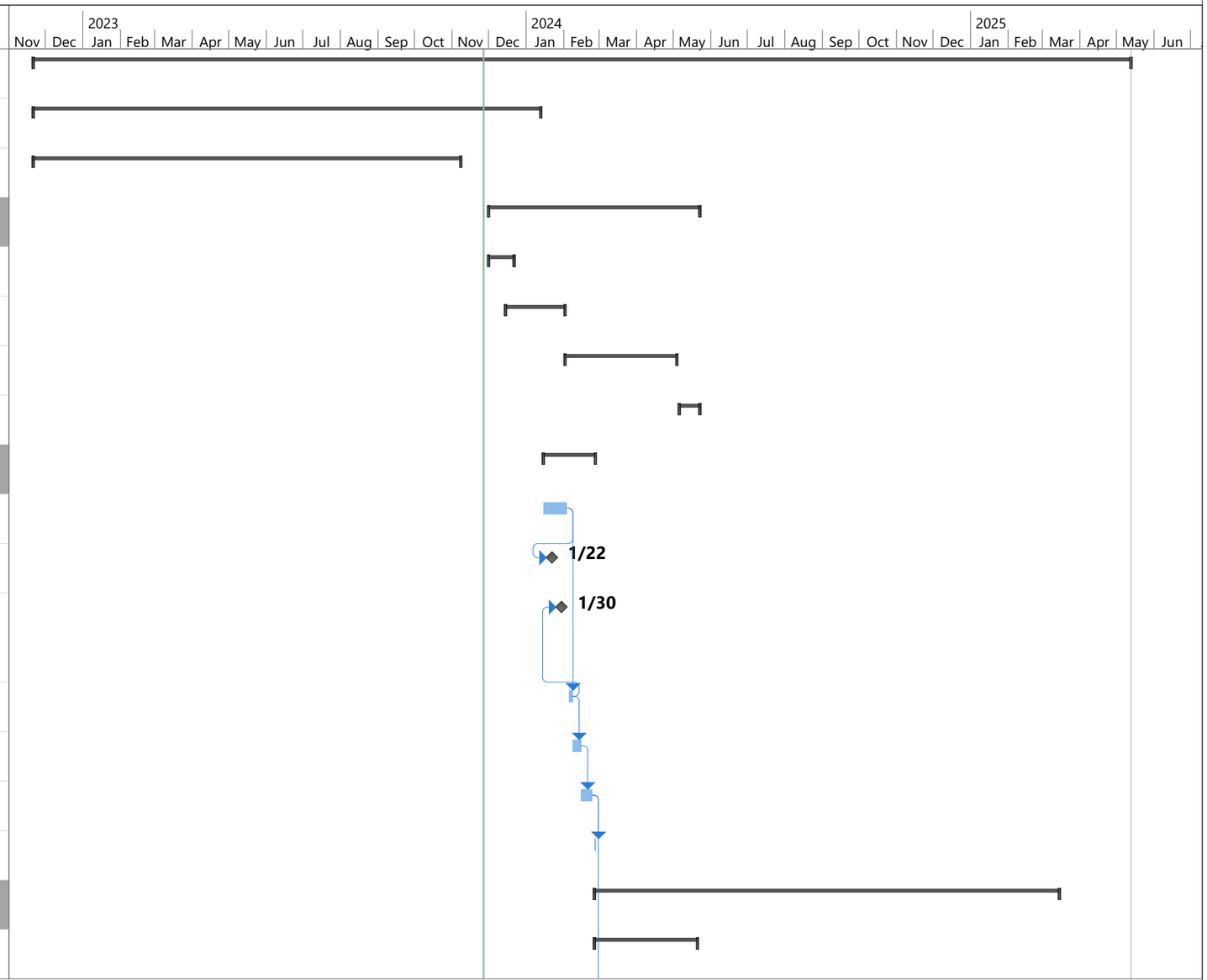
3.2.8. Prepare Record Drawings – KFA will use the Contractor's redline as-built drawings to document as-built conditions in the final record drawings. KFA will supply the City with one set of reproducible record drawings and provide one set of record drawings in electronic format.

ATTACHMENT B2: KFA FEE SCHEDULE
CITY OF HUTTO
WW09 LIFT STATION BIDDING AND CONSTRUCTION PHASE SERVICES

	Task	Principal	QA/QC Manager	Senior Project Manager	Senior Design Engineer	Design Engineer I	Staff Engineer	Senior CADD Designer	Senior CADD Tech	General Office Clerk	Total Labor	KFA Total Labor Cost	JRSA (Electrical) Cost	TSEN (Structural) Cost	Total Sub-Consultant Cost	Expenses & Subcontractor Markup	Total Cost
		$ 300.00	$ 275.00	$ 250.00	$ 230.00	$ 150.00	$ 125.00	$ 130.00	$ 120.00	$ 80.00							
1.0	**Project Management**	*4*	*0*	*10*	*30*	*0*	*0*	*0*	*0*	*20*	***64***	***$12,200***	***$0***	***$0***	***$0***	***$0***	***$12,200***
1.1	Project Management/Administration	4		10	30					20	64	$12,200			$0		$12,200
2.0	**Bid Phase**	*0*	*2*	*13*	*27*	*26*	*14*	*16*	*0*	*0*	***98***	***$17,740***	***$1,000***	***$1,150***	***$2,150***	***$215***	***$20,105***
2.1	Ready to Bid Submittal			2	4	4	6				16	$2,770			$0		$2,770
2.2	Attend Pre-Bid Meeting			4							4	$1,000			$0		$1,000
2.3	Issue Addenda		2		8	8	8				26	$4,590			$0		$4,590
2.4	Attend Bid Opening			4	8						12	$2,840			$0		$2,840
2.5	Prepare Bid Tabulation			1	2	2					5	$1,010			$0		$1,010
2.6	Evaluate Bids and Recommend Award			1	1	4					6	$1,080			$0		$1,080
2.7	Conformed Documents			1	4	8		16			29	$4,450			$0		$4,450
	Sub Consultants										0	$0	$1,000	$1,150	$2,150	$215	$2,365
3.0	**Construction Phase**	*0*	*1*	*52*	*113*	*160*	*48*	*24*	*0*	*0*	***398***	***$72,385***	***$4,000***	***$9,700***	***$13,700***	***$2,160***	***$88,245***
3.1	**WW09 - SOUTH EAST LOOP LIFT STATION PRE-PURCHASE EQUIPMENT PACKAGE**																$0
1	Attend Preconstruction Conference			4	8						12	$2,840			$0	$220	$3,060
2	Submittal Review (4)			1	12	16					29	$5,410			$0		$5,410
3	Review Change Orders			1	4	16					21	$3,570			$0		$3,570
4	Review Request for Information			1	8	16					25	$4,490			$0		$4,490
3.2	**WW09 - SOUTH EAST LOOP LIFT STATION**														$0		$0
1	Attend Preconstruction Conference			4	8						12	$2,840			$0	$220	$3,060
2	Attend Regular Construction Meetings			24			48				72	$12,000			$0	$280	$12,280
3	Site Visits			8	12	12					32	$6,560			$0	$70	$6,630
4	Review Submittal (18)			2	27	40					69	$12,710			$0		$12,710
5	Review Change Orders			2	8	12					22	$4,140			$0		$4,140
6	Review Request for Information			2	8	16					26	$4,740			$0		$4,740
7	Contract Close-out		1	2	16	24					43	$8,055			$0		$8,055
8	Prepare Record Drawings			1	2	8		24			35	$5,030			$0		$5,030
	Sub Consultants										0	$0	$4,000	$9,700	$13,700	$1,370	$15,070
	Base Services Totals	**4**	**3**	**75**	**170**	**186**	**62**	**40**	**0**	**20**	**560**	**$102,325**	**$5,000**	**$10,850**	**$15,850**	**$2,375**	**$120,550**

ATTACHMENT C
CITY OF HUTTO IPO
Megasite Wastewater Pipelines & Lift Station Design
Projects: WW07 and WW09

ID	Task Name	Duration	Start	Finish
1	**HUTTO Project WW07 and WW09**	**646 days**	**Mon 11/21/22**	**Mon 5/12/25**
2	**ENGINEERING PHASE**	**300 days**	**Mon 11/21/22**	**Fri 1/12/24**
38	**PIPELINE (GRAVITY AND FORCE MAIN)**	**252 days**	**Mon 11/21/22**	**Tue 11/7/23**
64	**Property Acquisition Services**	**124 days**	**Fri 12/1/23**	**Wed 5/22/24**
65	**Title Research**	**15 days**	**Fri 12/1/23**	**Thu 12/21/23**
68	**Appraisal Services**	**35 days**	**Fri 12/15/23**	**Thu 2/1/24**
72	**Land Negotation**	**66 days**	**Fri 2/2/24**	**Fri 5/3/24**
77	**Acquistion/Closing Services**	**13 days**	**Mon 5/6/24**	**Wed 5/22/24**
81	**Bidding Phase Services (Pipeline & LS)**	**31 days**	**Mon 1/15/24**	**Mon 2/26/24**
82	Bid Advertisement	15 days	Mon 1/15/24	Fri 2/2/24
83	Bid Pre-Proposal Meeting	0 days	Mon 1/22/24	Mon 1/22/24
84	Issue Addenda (TCEQ Comments/Questions)	0 days	Tue 1/30/24	Tue 1/30/24
85	Bid Award and Bid Tabulation	3 days	Mon 2/5/24	Wed 2/7/24
86	Council Date	5 days	Thu 2/8/24	Wed 2/14/24
87	Contract Execution	7 days	Thu 2/15/24	Fri 2/23/24
88	Issue Plans for Construction	1 day	Mon 2/26/24	Mon 2/26/24
89	**Construction Phase Services (Pipeline)**	**275 days**	**Mon 2/26/24**	**Fri 3/14/25**
90	**Front-End General**	**61 days**	**Mon 2/26/24**	**Mon 5/20/24**

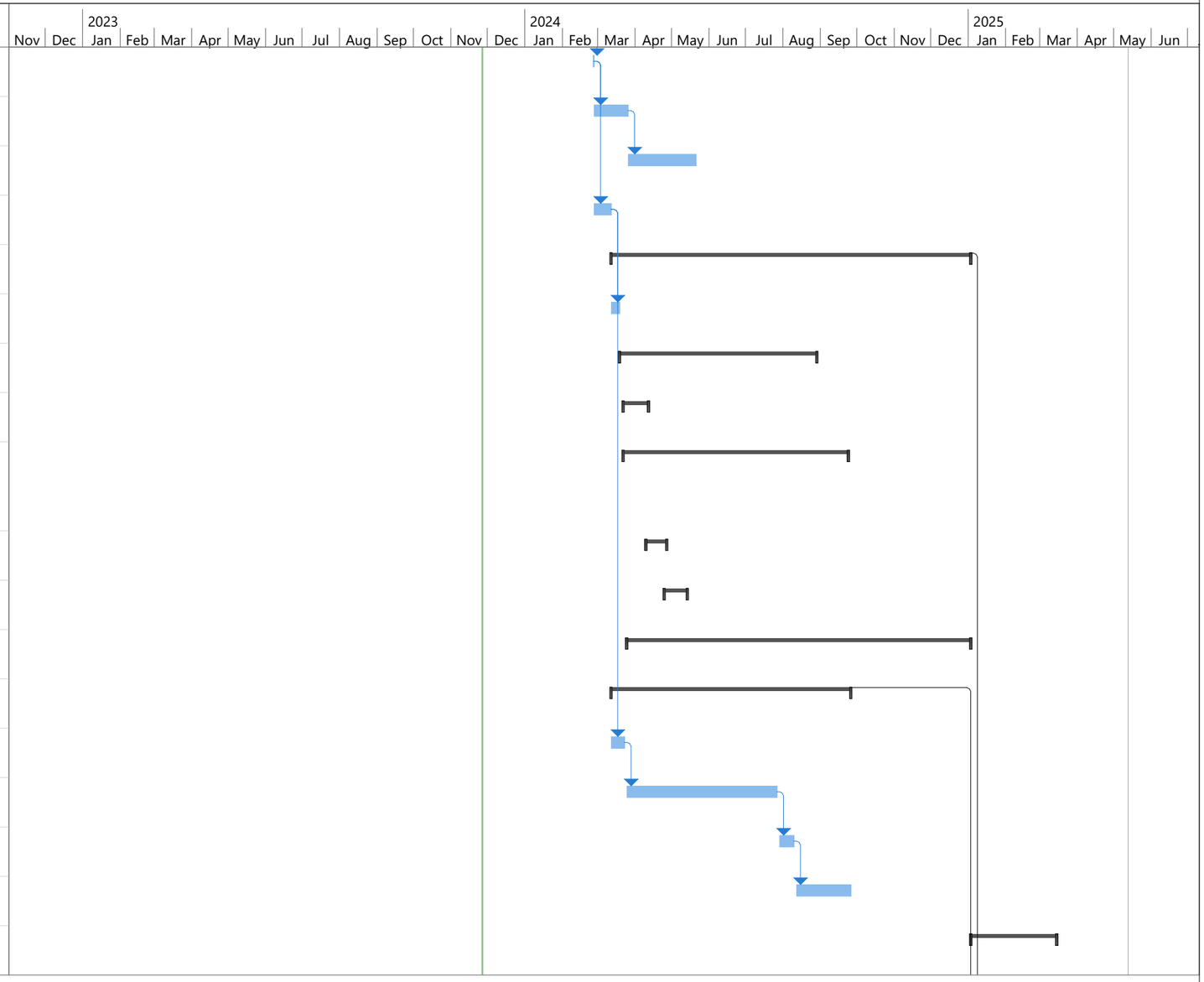


Project: SCH_Hutto WW_LS_Acc
Date: Mon 11/27/23

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	

ATTACHMENT C
CITY OF HUTTO IPO
Megasite Wastewater Pipelines & Lift Station Design
Projects: WW07 and WW09

ID	Task Name	Duration	Start	Finish
91	Pre-Con	1 day	Mon 2/26/24	Mon 2/26/24
92	Submittals	20 days	Tue 2/27/24	Mon 3/25/24
93	Order Material/Material Delivery	40 days	Tue 3/26/24	Mon 5/20/24
94	Permitting/Traffic Control	10 days	Tue 2/27/24	Mon 3/11/24
95	**Gravity Sewer Main**	**213 days**	**Tue 3/12/24**	**Thu 1/2/25**
96	Mobilization	5 days	Tue 3/12/24	Mon 3/18/24
97	**WW from Start to CR 132**	**117 days**	**Tue 3/19/24**	**Wed 8/28/24**
101	**Bore under CR 132**	**15 days**	**Fri 3/22/24**	**Thu 4/11/24**
107	**WW from CR 132 Bore to End of Oncor OHE minus Bores**	**132 days**	**Fri 3/22/24**	**Mon 9/23/24**
111	**Bore Under Atmos Lines**	**13 days**	**Wed 4/10/24**	**Fri 4/26/24**
117	**Bore Under Enterprise**	**13 days**	**Thu 4/25/24**	**Mon 5/13/24**
123	**WW from Oncor OHE to End**	**204 days**	**Mon 3/25/24**	**Thu 1/2/25**
128	**Force Main Construction**	**142 days**	**Tue 3/12/24**	**Wed 9/25/24**
129	Prep-ROW	9 days	Tue 3/12/24	Fri 3/22/24
130	8-inch FM	90 days	Mon 3/25/24	Fri 7/26/24
131	FM Testing 8-inch	10 days	Mon 7/29/24	Fri 8/9/24
132	Site Restoration	33 days	Mon 8/12/24	Wed 9/25/24
133	**Project Close-Out**	**51 days**	**Fri 1/3/25**	**Fri 3/14/25**

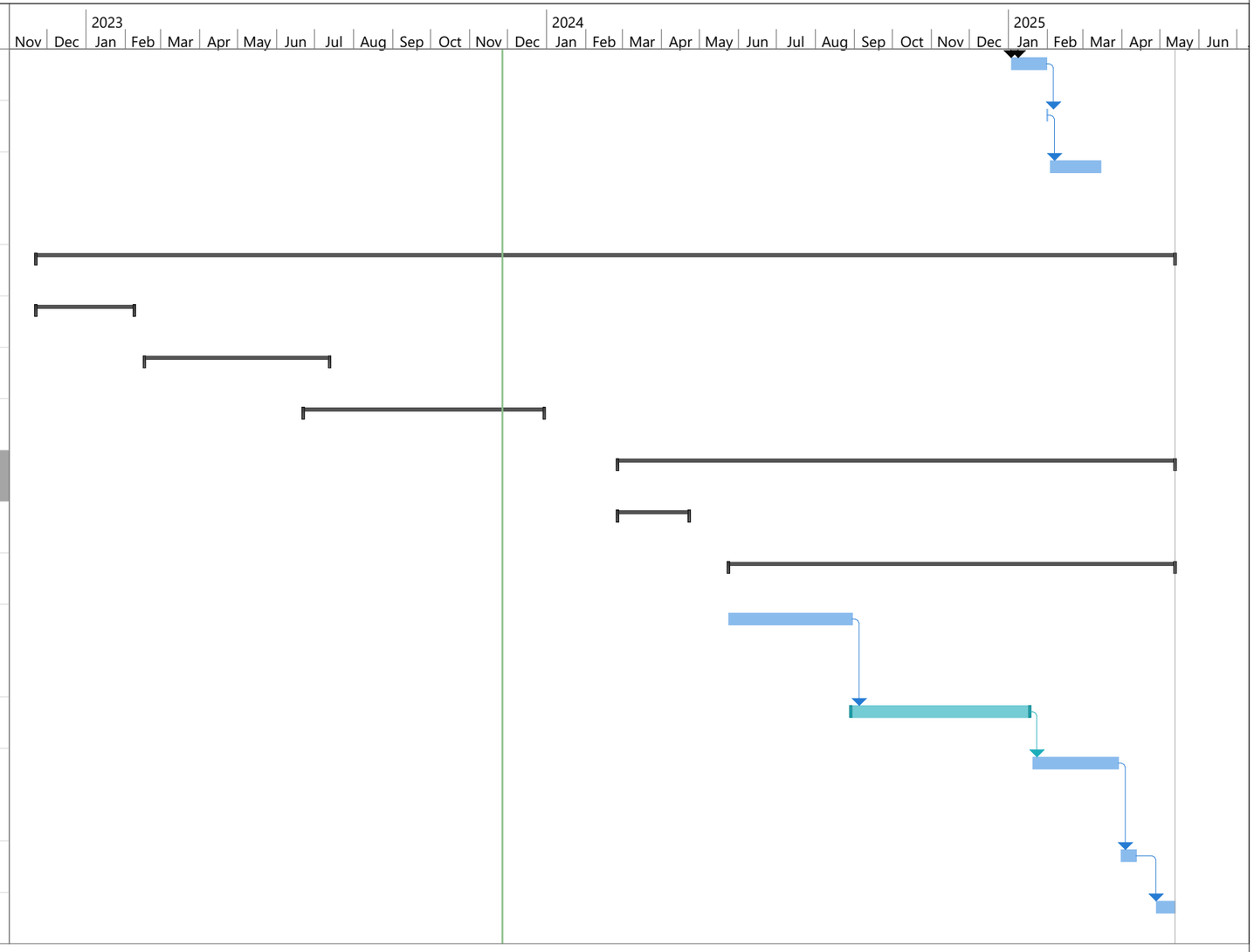


Project: SCH_Hutto WW_LS_Acc
Date: Mon 11/27/23

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	

ATTACHMENT C
CITY OF HUTTO IPO
Megasite Wastewater Pipelines & Lift Station Design
Projects: WW07 and WW09

ID	Task Name	Duration	Start	Finish
134	Substantial Walkthrough & Clean-Up	20 days	Fri 1/3/25	Thu 1/30/25
135	Final Walkthrough	1 day	Fri 1/31/25	Fri 1/31/25
136	Final Change Order Overs and Unders - Final Payment	30 days	Mon 2/3/25	Fri 3/14/25
137	**LIFT STATION**	**645 days**	**Tue 11/22/22**	**Mon 5/12/25**
138	**30% Design Phase**	**56 days**	**Tue 11/22/22**	**Tue 2/7/23**
149	**60% Design Phase**	**105 days**	**Wed 2/15/23**	**Wed 7/12/23**
158	**90% Design Phase**	**137 days**	**Wed 6/21/23**	**Fri 12/29/23**
170	**Construction Phase Services (Lift Station)**	**316 days**	**Mon 2/26/24**	**Mon 5/12/25**
171	**Front-End General**	**41 days**	**Mon 2/26/24**	**Mon 4/22/24**
174	**Lift Station Construction**	**252 days**	**Fri 5/24/24**	**Mon 5/12/25**
175	Delivery, Installation, and Start Up of Pumps & Controls	70 days	Fri 5/24/24	Thu 8/29/24
176	Generator & ATS Delivery/ Lead Time	102 days	Thu 8/29/24	Fri 1/17/25
177	Delivery, Installation,and Start Up of Generator & ATS	50 days	Mon 1/20/25	Fri 3/28/25
178	Substantial Walkthrough & Clean-Up	10 days	Mon 3/31/25	Fri 4/11/25
179	Final Completion	11 days	Mon 4/28/25	Mon 5/12/25



Project: SCH_Hutto WW_LS_Acc
Date: Mon 11/27/23

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	

AGENDA ITEM REPORT
13.11.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2023-331 authorizing the City Manager to execute a temporary construction and permanent access easement to A-S 64 CR 119-HWY 79, L.P., a Texas limited partnership in substantially the same form as Attachment "A" with the form to be approved by the City Attorney (Matt Rector)
Meeting:	Thursday, December 7, 2023
Department:	Engineering /
Staff Contact:	Matt Rector

BACKGROUND INFORMATION:

This resolution would authorize the City Manager to execute a temporary construction and permanent access easement to facilitate access to for Academy Sports and Outdoors Store.

SUMMARY OF REQUEST:

Approval as presented

STAFF REVIEW:

Staff recommends approval

FISCAL NOTES:

No fiscal impact

ATTACHMENTS:

1. 20231204 Hutto Res Approving Easement Grant - Academy YMCA - Final R-2023-331

RESOLUTION NO. R-2023-331

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING GRANT OF TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT ACCESS EASEMENT BETWEEN A-S 64 CR 119-HWY 79, L.P. AND THE CITY OF HUTTO FOR THE YMCA AND ACADEMY DEVELOPMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE EASEMENT; PROVIDING PROPER NOTICE & MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to enter an agreement between A-S 64 CR 119-HWY 79, L.P., a Texas limited partnership ("Grantee") and the City of Hutto, Texas ("City" or "Grantor"), each a ("Party") collectively (the "Parties"), for a grant of a temporary construction easement and a permanent access easement; and

WHEREAS, Parties desire that City grant to Grantee a temporary construction easement to enter City property to relocate one (1) storm sewer inlet and one (1) sewer-access manhole located on City's property; and to feather concrete to connect drive aisles to be constructed on Grantee property to existing drive aisles situated on City property, as demonstrated in Academy's site plan; and

WHEREAS, Parties desire that City grant to Grantee a permanent access easement to allow pedestrians, vehicles, and delivery trucks to cross certain portions of City Property, as identified on the YMCA Site Plan and that City similarly grant an access easement across the Academy Site Plan for pedestrians and vehicles to cross City Property; and

WHEREAS, the City Council finds it in the best interests of the City and its citizens to grant these easements; and

WHEREAS, the City Council desires to authorize the City Manager to execute the Temporary Construction and Permanent Access Easement ("Easement"), attached as Exhibit A.

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

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

Section 2: The Hutto City Council hereby approves and authorizes the City Manager to execute the Easement, in substantially the same form as the Easement, attached as Exhibit "A" and the form of the Easement to be approved by the City Attorney, 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 ___ day of December 2023 on vote of __AYES; ___NAYS; __ABSTENTIONS.

THE CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Angela Lewis, City Secretary

EXHIBIT A

PREPARED BY AND UPON
RECORDATION RETURN TO:

Kutak Rock LLP
1650 Farnam Street
Omaha, NE 68102-2186
Attention: Rich Rosenblatt

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED OF RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

TEMPORARY CONSTRUCTION AND PERMANENT ACCESS EASEMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This **TEMPORARY CONSTRUCTION AND PERMANENT ACCESS EASEMENT** (this "Easement") is entered into as of the __ day of _____, 2023, by and between THE CITY OF HUTTO, TEXAS, a Texas Home Rule Municipal Corporation ("Grantor"), and A-S 64 CR 119-HWY 79, L.P., a Texas limited partnership ("Grantee").

RECITALS:

A. Grantor is the fee owner of certain land situated in Williamson County, Texas, as more particularly described in Exhibit A attached hereto (the "Grantor Property");

B. Grantee is the fee owner of certain land situated in Williamson County, Texas, as more particularly described in Exhibit B attached hereto (the "Grantee Property");

C. The parties desire that Grantor grant to Grantee (i) a temporary construction easement to enter the Grantor Property to relocate one (1) storm sewer inlet and one (1) sewer-access manhole located on the Grantor Property to the new locations shown in the attached Exhibit C (the "YMCA Site Plan") and to feather concrete to connect drive aisles to be constructed on the Grantee Property to existing drive aisles situated on the Grantor Property, as shown in the attached Exhibit D (the "Academy Site Plan") and (ii) a permanent access easement to allow pedestrians, vehicles and delivery trucks to cross certain portions of the Grantor Property, as identified on the YMCA Site Plan, all as more particularly described in this Easement, and that Grantee similarly grant an access easement across the Academy Site Plan for pedestrians and vehicles to cross Grantee Property.

AGREEMENTS:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. The above recitals serve as the basis for this Easement and are incorporated herein and made a part hereof for all purposes.

2. **Temporary Construction Easement.** Grantor hereby grants to Grantee, its contractors, consultants, successors, and/or assigns (collectively, the "Grantee Parties") a temporary, non-exclusive construction easement (the "Temporary Construction Easement") over and across those portions of the Grantor Property depicted as "Temporary Construction Easement Area(s)" in the YMCA Site Plan (collectively, the "Temporary Construction Easement Areas") to relocate one (1) storm sewer inlet and one (1) sewer-access manhole located on the Grantor Property to the new locations shown in the Academy Site Plan and to feather concrete to connect drive aisles to be constructed on the Grantee Property to existing drive aisles situated on the Grantor Property, as shown in the Academy Site Plan (collectively, the "Work"). The term (the "Term") of the Temporary Construction Easement shall expire without further act or release of the parties hereto upon the earlier of (a) the completion of the Work or (b) 180 days after the recording of this Easement (the "Termination Date"). Grantee shall pay all costs arising from the Work and shall cause all Work to be performed in a manner so as to minimize interference with the use of the Grantor Property. At all times during the Term, the Grantee shall keep the Temporary Construction Easement Areas clear of construction debris or similar materials. The Temporary Construction Easement Areas shall not be used for the parking of vehicles or the storage of materials or supplies by the Grantee Parties.

3. **Access Easement across Grantor Property.** Grantor hereby grants to Grantee, its tenants, invitees, licensees, guests, successors, and/or assigns a perpetual, non-exclusive access easement (the "YMCA Access Easement") over and across those portions of the Grantor Property as may be determined from time to time by Grantor in development and redevelopment of the Grantor Property and as limited in this Easement. At the execution of this Easement, the YMCA Access Easement shall be initially as depicted as "YMCA Access Easement Area(s)" in the YMCA Site Plan (collectively, the "YMCA Access Easement Areas"), to be used as described in Paragraph 4. Notwithstanding Grantor's right to relocate the YMCA Access Easement Areas, Grantor has no right to completely extinguish the YMCA Access Easement.

4. **Use of YMCA Access Easement**. Grantor authorizes Grantee and its successors and assigns to use the YMCA Access Easement as follows:

(a) for the purposes of pedestrian and vehicular ingress and egress between the Grantor Property and Grantee Property as a secondary access to Grantee's property only and limited to the access path to the front of the YMCA building as designated on the YMCA Site Plan, and

(b) for the purpose of delivery truck ingress and egress between the Grantor Property and Grantee Property only if using the access path to the rear of the YMCA building as designated on the YMCA Site Plan.

Grantee understands and agrees that Grantor's use of the Grantor Property remains the primary purpose of the Grantor Property and the rights granted to Grantee in this Easement are subservient to Grantor's rights and subject to relocation and modification as Grantor's use and needs of the Grantor Property change over time.

5. **Access Easement across Grantee Property.** Grantee, as a condition of Grantor's dedication of the YMCA Access Easement, hereby grants to Grantor, its tenants, invitees, licensees, guests, successors, and/or assigns a perpetual, non-exclusive access easement (the "Academy Access Easement") over and across the portion of the Grantee Property as may be determined from time to time by Grantee in development and redevelopment of the Grantee Property and as limited in this Easement. At the execution of this Easement, the Academy Access Easement shall be initially as depicted as "Academy Access Easement Area" in the Academy Site Plan, to be used for the purposes of pedestrian and vehicular ingress and egress between the Grantee Property and Grantor Property as a secondary access to Grantor's property only and limited to the access path designated on the Academy Site Plan. Notwithstanding Grantee's right to relocate the Academy Access Easement, Grantee has no right to completely extinguish the Academy Access Easement.

6. **Maintenance of YMCA Access Easement Areas.** Grantor, as a part of its standard maintenance program for The City of Hutto, agrees to maintain the YMCA Access Easement Areas in the current condition or a better condition at the sole discretion of Grantor and subject to future budgetary limitations. Any improvements from the current condition or to a higher standard of care for future maintenance desired by the Grantee can be requested of the Grantor and, if approved, the design, construction, and maintenance for such improvement will be completed at the sole expense of the Grantee.

7. **Grantor Rights**. Notwithstanding any other provisions in this Easement, the Grantor retains rights in Grantor Property superior to the access rights granted to the Grantee herein. Further, the Grantor specifically retains full authority to perform any and all routine maintenance within the YMCA Access Easement Areas at any time and without prior notice. Grantee by use of the Easement accepts the grant of limited rights in this YMCA Access Easement.

8. **Liens**. Grantee shall not create or permit to be created or remain, and will discharge, any lien, encumbrance or charge which might be or become a lien, encumbrance or charge upon the Grantor Property as a result of any Work performed pursuant to this Easement; provided that if any such lien shall at any time be filed against the Grantor Property due to work performed or materials delivered by Grantee or its agents, Grantee shall, within thirty (30) days after notice of the filing thereof, cause it to be discharged of record by payment, order of a court of competent jurisdiction, removal or otherwise, or shall make such deposit or post such bond as Grantor may reasonably require to ensure payment of such lien or claim.

9. **Insurance**. At all times the Grantee is performing the Work, the Grantee shall obtain or shall cause its agents and contractors to obtain and maintain general public liability insurance to afford protection against any and all claims for personal injury, death, or property damage arising directly or indirectly out of the exercise of the rights, privileges, and obligations

hereunder. Prior to entry on the Grantor Property, Grantee shall deliver or cause to be delivered a certificate or certificates evidencing the insurance coverage required herein including listing The City of Hutto as an additional insured.

10. **INDEMNITY. (A) TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CHAPTER 151 OF THE TEXAS INSURANCE CODE TO THE EXTENT, IF ANY, TO WHICH IT MAY APPLY TO THIS AGREEMENT AND THE GRANTS HEREUNDER, AND EXCEPT AS SET OUT IN SUBPARAGRAPH (B) BELOW, GRANTEE SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND GRANTOR, AND ALL OF ITS COUNCILMEMBERS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, INCLUDING LOSS OF USE OF PROPERTY, ARISING OR ALLEGED TO ARISE OUT OF OR IN ANY WAY RELATED TO GRANTEE'S PERFORMANCE OF WORK OR OTHER ACTIVITIES OF GRANTEE OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY GRANTEE OR ANYONE FOR WHOSE ACTS GRANTEE MAY BE LIABLE ON OR IN THE PROCESS OF ENTERING OR LEAVING THE ACCESS EASEMENT AREAS, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF GRANTEE OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY GRANTEE, ANY OF GRANTEE'S CONTRACTORS OR SUBCONTRACTORS, OR ANYONE FOR WHOSE ACTS GRANTEE MAY BE LIABLE. TO THE EXTENT THAT THIS EASEMENT IS DEEMED A PUBLIC WORKS AGREEMENT, SUBPARAGRAPH (B) BELOW WILL APPLY, REPLACE, AND SUPERSEDE THIS SUBPARAGRAPH (A) TO THE FULLEST EXTENT PERMITTED BY LAW. (B) NOTWITHSTANDING THE FOREGOING SUBPARAGRAPH (A), TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CHAPTER 151 OF THE TEXAS INSURANCE CODE TO THE EXTENT IF ANY THAT IT MIGHT APPLY TO THIS EASEMENT OR TO THE GRANTS HEREUNDER, GRANTEE SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND GRANTOR, AND ALL OF ITS COUNCILMEMBERS, OFFICERS, AGENTS AND EMPLOYEES (THE "INDEMNITEES"), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF, ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF GRANTEE OR ANY OF ITS CONTRACTORS OR SUBCONTRACTORS, REGARDLESS OF WHETHER SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED, OR IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY INDEMNITEE, IT BEING THE EXPRESSED INTENT OF GRANTOR AND GRANTEE THAT IN SUCH EVENT THE GRANTEE IS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNITEES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, WHETHER IT IS OR IS ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE BODILY INJURY, SICKNESS, DISEASE OR DEATH OF GRANTEE'S EMPLOYEE OR THE EMPLOYEE OF ANY OF ITS CONTRACTORS OR SUBCONTRACTORS. THE INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT**

OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR GRANGTEE UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS. GRANTEE SHALL PROCURE LIABILITY INSURANCE COVERING ITS OBLIGATIONS UNDER THIS SECTION 9.

11. **Notices**. All notices, demands, requests, and other communications required or permitted hereunder will be deemed sufficient if mailed by U.S. certified mail, return receipt requested, or by a reliable overnight delivery service, addressed to the parties as follows:

If to Grantor:
James Earp, City Manager
The City of Hutto, Texas
500 W. Live Oak Street
Hutto, TX 78634

With a copy to:
Dorothy Palumbo, City Attorney
Bojorquez Law Firm, PC
11675 Jollyville Road, Suite 300
Austin, TX 78759

If to Grantee:
A-S 64 CR 119-HWY 79, L.P.
c/o NewQuest Properties
8827 W. Sam Houston Pkwy, N., Suite 200
Houston, TX 77040
Attn: Legal Department

With a copy to:
Academy, Ltd.
1800 N. Mason Road
Katy, TX 77449
Attention: Real Estate, Legal

The foregoing addresses may be changed by notice given in the above-listed manner.

12. **Entire Easement**. This Easement contains all of the agreements and stipulations between Grantor and Grantee as to said easements and there are no other terms, conditions, promises, undertakings, statements, or representations, express or implied, concerning the granting of rights contemplated by this Easement. The easements, provisions, and covenants contained herein shall run with the land and be binding upon and inure to the benefit of each party and their respective successors-in-title and assigns. With respect to the obligations, burdens and indemnities herein imposed upon a party, the same shall be applicable only with respect to acts or failures to act which occur during such time that such party is an owner of one of the tracts of land described herein, such that no party now or in the future, shall be responsible for any such acts or failures to act occurring prior to or after the time that such party was an owner of such tract of land.

13. **Governing Law**. This Easement shall be governed by the laws of the State of Texas, and any claim concerning this Easement must be initiated and maintained in the State Courts of Williamson County, Texas.

14. **Headings**. The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

15. **Amendment**. This Easement may not be modified or amended, nor any of its provisions waived, except by written agreement signed by Grantor and all of the fee owners of the Grantee Property recorded in the Official Records of Williamson County.

16. **Covenants Run with the Land**. This Easement, and all rights and obligations contained herein, shall run with the Grantee Property and Grantor Property and shall be binding upon and inure to the benefit of the parties hereto and their respective successors, and assigns, including, without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them.

17. **Authority**. Grantee and Grantor do hereby warrant to the other that it has full power and authority to enter into this Easement and grant the easements set forth herein. Each party further warrants, with respect to itself, that the execution and delivery of this Easement and the recordation of this Easement shall not (a) violate any provision of any applicable law or any judgment, writ, injunction, order or decree of any court or government authority having jurisdiction over it, (b) result in or constitute a breach or default under any indenture, contract, other commitment or restriction to which it is a party or by which it is bound, and (c) require any consent, vote or approval which has not been given or taken. Grantor further warrants that (i) Grantor is the fee simple owner of the Grantor Property, and (ii) the Grantor Property is currently not encumbered by any liens or mortgages.

18. **Recording**. The Easement shall be recorded in the Official Records of Williamson County, Texas, immediately following its execution.

19. **No Joint Venture**. None of the terms or provisions of this Easement shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each party shall be considered a separate owner, and no party shall have the right to act as an agent for another party unless expressly authorized to do so herein or by separate written instrument signed by the party to be charged.

[Signature Page follows.]

GRANTOR:

THE CITY OF HUTTO, TEXAS,

By: _____
James Earp, City Manager

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

_____
City Attorney

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

On _____, 2023, before me, _____, a Notary Public in and for said State, personally appeared James Earp, the City Manager of the City of Hutto, Texas, a Texas Home Rule Municipal Corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within the instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, of the entity upon behalf of which the person acted, executed the instrument.

_____
Notary Public In and For
The State of Texas

SEAL

My Commission Expires:
_____

AFTER RECORDING RETURN TO:

City Secretary
City of Hutto
500 W. Live Oak Street
Hutto, Texas 78634

[Signatures Continue on Following Page]

GRANTEE:

A-S 64 CR 119-HWY 79, L.P.,
a Texas limited partnership

By: A-S 64, L.C.,
a Texas limited liability company,
its general partner

By: _____
Print Name: _____
Title: _____

STATE OF TEXAS §
§ CORPORATE ACKNOWLEDGMENT
COUNTY OF HARRIS §

On _____, 2023, before me, _____, a Notary Public in and for said State, personally appeared _____, the _____ of A-S 64, L.C., a Texas limited liability company, which is the general partner of A-S 64 CR 119-Hwy 79, L.P., a Texas limited partnership, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, of the entity upon behalf of which the person acted, executed the instrument.

_____
_
Notary Public In and For
The State of Texas

SEAL

My Commission Expires:
_____

[Signatures Continue on Following Page]

MORTGAGEE'S CONSENT

The undersigned mortgagee hereby consents to the creation of the easements and other rights created by the foregoing instrument respecting the parcels of land described therein and further agrees that the same shall not be terminated upon any foreclosure of any parcel of land encumbered by said instrument.

[LENDER]

By _____
Name _____
Title _____

STATE OF _____

COUNTY OF _____

On _____, 2023, before me, _____, a Notary Public in and for said State, personally appeared _____, the _____ of [_____], a [_____] [_____], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within the instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, of the entity upon behalf of which the person acted, executed the instrument.

_____

_

Notary Public In and For
The State of _____

SEAL

My Commission Expires:
_____

[Signatures Continue on Following Page]

LESSEE'S CONSENT

The undersigned lessee hereby consents to the creation of the easements and other rights created by the foregoing instrument respecting the parcels of land described therein and further agrees to be bound and to abide by the terms of said instrument during its use and occupancy of such lands.

[YMCA]

By _____
Name _____
Title _____

STATE OF TEXAS §
§ CORPORATE ACKNOWLEDGMENT
COUNTY OF WILLIAMSON §

On _____, 2023, before me, _____, a Notary Public in and for said State, personally appeared _____, the _____ of [_____], a [_____] [_____], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within the instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, of the entity upon behalf of which the person acted, executed the instrument.

_____
_
Notary Public In and For
The State of _____

SEAL

My Commission Expires:
_____

EXHIBIT A

GRANTOR PROPERTY

Exhibit A
Legal Description of Property

Tract 1:

A FIELD NOTE DESCRIPTION of 4.0538 acres (176,582 square feet) of land in the Nathaniel Edwards Survey, Abstract Number 225, City of Hutto, Williamson County, Texas; said 4.0538 acre tract of land being out of a 10.840 acre tract of land conveyed to A-S 64 CR 119-Hwy 79, L.P., as recorded in Williamson County Clerk's File No. 2007069943 and being more particularly described by metes-and-bounds as follows with the bearings being based on the Texas State Plane Coordinate System, Central Zone using National Geodetic Survey Continuously Operating Reference Stations:

COMMENCING FOR REFERENCE, at a 5/8-inch iron rod with cap stamped "T.E.A.M." set for the southeast corner of Emory Farms, Section One, according to the map or plat recorded in Cabinet CC, Slide 134 of the Williamson County Plat Records, for the southwest corner of Townwest Commons, Section Three, according to the map or plat recorded in Cabinet CC, Slide 157 of the Williamson County Plat Records, for the northwest corner of Townwest Commons, Section Four, according to the map or plat recorded in Cabinet CC, Slide 292 of the Williamson County Plat Records and for the northeast corner of a 3.569 acre tract of land conveyed to A-S 64 CR 119-Hwy 79, L.P., as recorded in Williamson County Clerk's File No. 2007026603; from which a 1/2-inch iron rod with cap stamped "Vara Land Surveying" found bears North 82° 21' 01" West – 6.87 feet (called South 82° 26' 09" East – 7.07 feet);

THENCE, South 06° 56' 06" West – 200.00 feet (called South 06° 57' 50" West – 200.01 feet) with the west line of said Townwest Commons, Section Four to a pk nail found for the southeast corner of said 3.569 acre tract and for the northeast corner of said 10.840 acre tract;

THENCE, North 82° 22' 41" West – 406.51 feet (called South 82° 22' 16" East) with the south line of said 3.569 acre tract and with the north line of said 10.840 acre tract to a 5/8-inch iron rod with cap stamped "T.E.A.M." set for the northeast corner and POINT OF BEGINNING of this tract;

THENCE, South 07° 32' 19" West – 474.58 feet to a 5/8-inch iron rod with cap stamped "T.E.A.M." set for the southeast corner of this tract;

THENCE, North 82° 27' 41" West – 371.87 feet to a 5/8-inch iron rod with cap stamped "T.E.A.M." set in the east right-of-way line of County Road 165 (width varies) and in the west line of said 10.840 acre tract for the southwest corner of this tract; from which the southwest corner of said 10.840 acre tract bears South 07° 32' 19" West – 135.39 feet (called North 07° 32' 07" East);

THENCE, North 07° 32' 19" East – 475.12 feet (called North 07° 32' 07" East) with the east right-of-way line of said County Road 165 and with the west line of said 10.840 acre tract to a 5/8-inch iron rod with cap stamped "T.E.A.M." set for the northwest corner of said 10.840 acre tract, for the southwest corner of said 3.569 acre tract and for the northwest corner of this tract;

THENCE, South 82° 22' 41" East – 371.87 feet (called South 82° 22' 16" East) with the south line of said 3.569 acre tract and with the north line of said 10.840 acre tract to the POINT OF BEGINNING and containing 4.0538 acres (176,582 square feet) of land.

EXHIBIT B

GRANTEE PROPERTY

32.2666 acres of land in the Nathaniel Edwards Survey, Abstract No. 225
City of Hutto, Williamson County, Texas

A FIELD NOTE DESCRIPTION of 32.2666 acres (1,405,532 square feet) of land in the Nathaniel Edwards Survey, Abstract Number 225, City of Hutto, Williamson County, Texas; said 32.2666 acre tract of land being all of Lot 1 and Lot 2, Townwest Commons, Section 5, according to the map or plat recorded in Cabinet EE, Slides 130 and 131 of the Williamson County Plat Records, all of a 1.303 acre tract of land, all of a 11.460 acre tract of land, all of a 3.569 acre tract of land and all of a 10.840 acre tract of land conveyed to A-S 64 CR 119-Hwy 79, L.P., as recorded in Williamson County Clerk's File Nos. 2003057682, 2004057867, 2007026600, 2007026602, 2007026603 and 2007069943; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on the Texas State Plane Coordinate System, Central Zone using National Geodetic Survey Continuously Operating Reference Stations:

BEGINNING, at a 1/2-inch iron rod with cap found at the northeast end of a cutback at the intersection of the west right-of-way line of Ed Schmidt Boulevard (County Road 119, width varies) with the north right-of-way line of U.S. Highway 79 (width varies) for a southeast corner of said Lot 1 and for a southeast corner of this tract;

THENCE, South 43° 45' 34" West - 50.01 feet (called South 43° 49' 58" West - 49.99 feet) with said cutback and with the southeast line of said Lot 1 to a 1/2-inch iron rod with cap found at the southwest end of said cutback for a southeast corner of said Lot 1 and for a southeast corner of this tract;

THENCE, South 77° 20' 34" West - 267.66 feet (called South 77° 20' 32" West - 267.45 feet) with the north right-of-way line of said U.S. Highway 79 and with the south line of said Lot 1 to a 1/2-inch iron rod with cap found for the southeast corner of Lot F, Townwest Commons Subdivision, Section One, according to the map or plat recorded in Cabinet W, Slide 148 of the Williamson County Plat Records, conveyed to Sonic Development of Central Texas, as recorded in Williamson County Clerk's File No. 2002068779, for the southwest corner of said Lot 1 and for a southwest corner of this tract;

THENCE, North 12° 43' 17" West - 250.25 feet (called North 12° 43' 45" West - 250.24 feet) with the east line of said Lot F and with the west line of said Lot 1 to a pk nail found in a south line of said Lot 2 for the northeast corner of said Lot F, for the northwest corner of said Lot 1 and for an interior corner of this tract;

THENCE, South 77° 19' 29" West – 189.99 feet (called South 77° 18' 57" West – 190.10 feet) with the north line of said Lot F and with a south line of said Lot 2 to cotton spindle found for the northwest corner of said Lot F for an interior corner of said Lot 2 and for an interior corner of this tract;

THENCE, South 12° 41' 32" East – 250.18 feet (called South 12° 43' 45" East – 250.15 feet) with the west line of said Lot F and with an east line of said Lot 2 to a pk nail found in the north right-of-way line of said U.S. Highway 79 for the southwest corner of said Lot F, for a southeast corner of said Lot 2 and for a southeast corner of this tract;

THENCE, South 77° 18' 33" West – 44.99 feet (called South 77° 20' 32" West – 44.99 feet) with the most southerly line of said Lot 2 and with the north right-of-way line of said U.S. Highway 79 to a pk

nail found for the southeast corner of Lot D of said Townwest Commons Subdivision, Section One, for the southwest corner of said Lot 2 and for a southwest corner of this tract;

THENCE, North 12° 41’ 27” West – 250.14 feet (called North 12° 43’ 45” West – 250.13 feet) with the east line of said Lot D and with a west line of said Lot 2 to a hole punched in concrete found for the northeast corner of said Lot D, for a southeast corner of said 11.460 acre tract and for an interior corner of this tract;

THENCE, South 77° 19’ 57” West – 190.04 feet (called South 77° 18’ 57” West – 190.10 feet) with the north line of said Lot D and with a south line of said 11.460 acre tract to a 1/2-inch iron rod found for the northwest corner of said Lot D, for an interior corner of said 11.460 acre tract and for an interior corner of this tract;

THENCE, South 12° 35’ 18” East – 209.83 feet (called South 12° 33’ 58” East – 209.86 feet) with the west line of said Lot D and with an east line of said 11.460 acre tract to a 3/8-inch iron rod (spinner) found in the north right-of-way line of said U.S. Highway 79 for the southwest corner of said Lot D, for the most southerly southeast corner of said 11.460 acre tract and for a southeast corner of this tract;

THENCE, South 77° 23’ 35” West – 339.91 feet (called South 77° 23’ 29” West – 339.91 feet) with the north right-of-way line of said U.S. Highway 79 and with the most southerly line of said 11.460 acre tract to a 5/8-inch iron rod with “TXDOT” cap found for the southeast corner of said 1.303 acre tract, for the most southerly southwest corner of said 11.460 acre tract and for an angle point of this tract;

THENCE, South 77° 16’ 21” West – 279.33 feet (called South 77° 17’ 56” West – 279.40 feet) with the north right-of-way line of said U.S. Highway 79 and with the south line of said 1.303 acre tract to a 5/8-inch iron rod with cap stamped “T.E.A.M.” set at the southeast end of a cutback at the intersection of the north right-of-way line of said U.S. Highway 79 with the east right-of-way line of County Road 165 (width varies) for a southwest corner of said 1.303 acre tract and for a southwest corner of this tract;

THENCE, North 47° 13’ 58” West – 36.52 feet (called North 47° 13’ 06” West – 36.54 feet) with said cutback and with the southwest line of said 1.303 acre tract to a 5/8-inch iron rod with cap stamped “T.E.A.M.” set at the northwest end of said cutback for a southwest corner of said 1.303 acre tract and for a southwest corner of this tract;

THENCE, North 07° 35’ 39” East (called North 07° 36’ 44” East) with the east right-of-way line of said County Road 165, at a distance of 191.93 feet (called 191.93 feet) pass a 1/2-inch iron rod with cap found for the northwest corner of said 1.303 acre tract and for the most westerly southwest corner of said 11.460 acre tract and continuing for a total distance of 727.08 feet (called 727.08 feet) to an angle point of this tract;

THENCE, North 07° 32’ 19” East (called North 07° 32’ 07” East) with the east right-of-way line of said County Road 165, at a distance of 151.27 feet (called 151.27 feet) pass the northwest corner of said 11.460 acre tract and the southwest corner of said 10.840 acre tract and continuing for a total distance of 761.78 feet (called 761.74 feet) to a 5/8-inch iron rod with cap stamped “T.E.A.M.” set for the northwest corner of said 10.840 acre tract, for the southwest corner of said 3.569 acre tract and for an angle point of this tract;

THENCE, North 07° 40’ 03” East – 199.99 feet (called North 07° 40’ 52” East – 199.99 feet) with the east right-of-way line of said County Road 165 and with the west line of said 3.569 acre tract to a

1/2-inh iron rod with cap stamped “Chaparral” found for the southwest corner of Emory Farms, Section One, according to the map or plat recorded in Cabinet CC, Slide 134 of the Williamson County Plat Records, for the northwest corner of said 3.569 acre tract and for the northwest corner of this tract;

THENCE, South 82° 22’ 41” East – 768.96 feet (called South 82° 22’ 15” East – 769.08 feet) with the south line of said Emory Farms, Section One and with the north line of said 3.569 acre tract to a 1/2-inch iron rod with cap stamped “Vara Land Surveying” found for an angle point of this tract;

THENCE, South 82° 21’ 01” East – 6.87 feet (called South 82° 26’ 09” East – 7.07 feet) with the south line of said Emory Farms, Section One and with the north line of said 3.569 acre tract to a 5/8-inch iron rod with cap stamped “T.E.A.M.” set for the southeast corner of said Emory Farms, Section One, for the southwest corner of Townwest Commons, Section Three, according to the map or plat recorded in Cabinet CC, Slide 157 of the Williamson County Plat Records, for the northwest corner of Townwest Commons, Section Four, according to the map or plat recorded in Cabinet CC, Slide 292 of the Williamson County Plat Records, for the northeast corner of said 3.569 acre tract and for the most northerly northeast corner of this tract;

THENCE, South 06° 56’ 06” West (called South 06° 57’ 50” West) with the west line of said Townwest Commons, Section Four, at a distance of 200.00 feet (called 200.01 feet) pass a pk nail found for the southeast corner of said 3.569 acre tract and for the northeast corner of said 10.840 acre tract and continuing for a total distance of 797.83 feet (called 797.72 feet) to a 1/2-inch iron rod with cap found for the southwest corner of said Townwest Commons, Section Four, for the southeast corner of said 10.840 acre tract, for the northeast corner of said 11.460 acre tract, for the northwest corner of said Lot 2 and for an interior corner of this tract;

THENCE, South 83° 18’ 56” East – 275.25 feet (called South 83° 18’ 20” East – 275.28 feet) with the south line of said Townwest Commons, Section Four and with the north line of said Lot 2 to a pk nail found for an angle point of this tract;

THENCE, South 83° 04’ 26” East – 58.10 feet (called South 83° 04’ 12” East – 58.14 feet) with the south line of said Townwest Commons, Section Four and with the north line of said Lot 2 to a cotton spindle found for the northwest corner of Lot 3 of said Townwest Commons, Section 5, for the northeast corner of said Lot 2 and for a northeast corner of this tract;

THENCE, South 06° 50’ 11” West – 90.55 feet (called South 06° 49’ 57” West – 90.38 feet) with a west line of said Lot 3 and with an east line of said Lot 2 to a cotton spindle found for the beginning of a non-tangent curve to the left;

THENCE, in a southerly direction with a west line of said Lot 3, with an east line of said Lot 2 and with said non-tangent curve to the left having a radius of 67.50 feet, a central angle of 19° 39’ 11” (called 19° 39’ 29”), a length of 23.15 feet (called 23.16 feet) and a chord bearing South 02° 54’ 48” East – 23.04 feet (called South 02° 59’ 47” East – 23.05 feet) to a broken pk nail found for the end of said non-tangent curve;

THENCE, South 12° 47’ 47” East – 165.25 feet (called South 12° 49’ 32” East – 165.42 feet) with a west line of said Lot 3 and with an east line of said Lot 2 to a pk nail found in the north line of said Lot 1 for the southwest corner of said Lot 3, for the southeast corner of said Lot 2 and for an interior corner of this tract;

THENCE, North 77° 22’ 07” East – 92.30 feet (called North 77° 21’ 02” East – 92.27 feet) with the north line of said Lot 1 and with the south line of said Lot 3 to a pk nail found for an angle point of

this tract;

THENCE, South 67° 03’ 11” East - 44.50 feet (called South 67° 03’ 18” East - 44.40 feet) with the southwest line of said Lot 3 and with the northeast line of said Lot 1 to a pk nail found in the west right-of-way line of said Ed Schmidt Boulevard for the southeast corner of said Lot 3, for the northeast corner of said Lot 1 and for the most easterly northeast corner of this tract;

THENCE, in a southerly direction with the west right-of-way line of said Ed Schmidt Boulevard, with the east line of said Lot 1 and with a non-tangent curve to the left having a radius of 480.00 feet, a central angle of 09° 17’ 53” (called 09° 17’ 19”), a length of 77.90 feet (called 77.82 feet) and a chord bearing South 12° 02’ 22” West - 77.81 feet (called South 12° 06’ 08” West - 77.73 feet) to a pk nail found for the end of said non-tangent curve;

THENCE, South 07° 27’ 29” West - 134.31 feet (called South 07° 27’ 31” West - 134.45 feet) with the west right-of-way line of said Ed Schmidt Boulevard and with the east line of said Lot 1 to the POINT OF BEGINNING and containing 32.2666 acres (1,405,532 square feet) of land.

AND SAID 1.303 ACRES TRACT OF LAND AND A PORTION OF 11.460 ACRES TRACT OF LAND NOW BEING DESCRIBED AS LOTS "A" AND "B" IN BLOCK 1, FINAL PLAT OF TOWNWEST COMMONS SECTION SEVEN, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 2019035180 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

SAVE AND EXCEPT THE FOLLOWING 3 TRACTS

Tract 1:

A FIELD NOTE DESCRIPTION of 4.0538 acres (176,582 square feet) of land in the Nathaniel Edwards Survey, Abstract Number 225, City of Hutto, Williamson County, Texas; said 4.0538 acre tract of land being out of a 10.840 acre tract of land conveyed to A-S 64 CR 119-Hwy 79, L.P., as recorded in Williamson County Clerk's File No. 2007069943 and being more particularly described by metes-and-bounds as follows with the bearings being based on the Texas State Plane Coordinate System, Central Zone using National Geodetic Survey Continuously Operating Reference Stations:

COMMENCING FOR REFERENCE, at a 5/8-inch iron rod with cap stamped "T.E.A.M." set for the southeast corner of Emory Farms, Section One, according to the map or plat recorded in Cabinet CC, Slide 134 of the Williamson County Plat Records, for the southwest corner of Townwest Commons, Section Three, according to the map or plat recorded in Cabinet CC, Slide 157 of the Williamson County Plat Records, for the northwest corner of Townwest Commons, Section Four, according to the map or plat recorded in Cabinet CC, Slide 292 of the Williamson County Plat Records and for the northeast corner of a 3.569 acre tract of land conveyed to A-S 64 CR 119-Hwy 79, L.P., as recorded in Williamson County Clerk's File No. 2007026603; from which a 1/2-inch iron rod with cap stamped "Vara Land Surveying" found bears North 82° 21' 01" West – 6.87 feet (called South 82° 26' 09" East – 7.07 feet);

THENCE, South 06° 56' 06" West – 200.00 feet (called South 06° 57' 50" West – 200.01 feet) with the west line of said Townwest Commons, Section Four to a pk nail found for the southeast corner of said 3.569 acre tract and for the northeast corner of said 10.840 acre tract;

THENCE, North 82° 22' 41" West – 406.51 feet (called South 82° 22' 16" East) with the south line of said 3.569 acre tract and with the north line of said 10.840 acre tract to a 5/8-inch iron rod with cap stamped "T.E.A.M." set for the northeast corner and POINT OF BEGINNING of this tract;

THENCE, South 07° 32' 19" West – 474.58 feet to a 5/8-inch iron rod with cap stamped "T.E.A.M." set for the southeast corner of this tract;

THENCE, North 82° 27' 41" West – 371.87 feet to a 5/8-inch iron rod with cap stamped "T.E.A.M." set in the east right-of-way line of County Road 165 (width varies) and in the west line of said 10.840 acre tract for the southwest corner of this tract; from which the southwest corner of said 10.840 acre tract bears South 07° 32' 19" West – 135.39 feet (called North 07° 32' 07" East);

THENCE, North 07° 32' 19" East – 475.12 feet (called North 07° 32' 07" East) with the east right-of-way line of said County Road 165 and with the west line of said 10.840 acre tract to a 5/8-inch iron rod with cap stamped "T.E.A.M." set for the northwest corner of said 10.840 acre tract, for the southwest corner of said 3.569 acre tract and for the northwest corner of this tract;

THENCE, South 82° 22' 41" East – 371.87 feet (called South 82° 22' 16" East) with the south line of said 3.569 acre tract and with the north line of said 10.840 acre tract to the POINT OF BEGINNING and containing 4.0538 acres (176,582 square feet) of land.

Tract 2:

A DESCRIPTION OF 3.569 ACRES OF LAND IN THE NATHANIEL EDWARDS SURVEY, ABSTRACT NO. 225 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 21.207 ACRE TRACT DESCRIBED IN A CORRECTION SPECIAL WARRANTY DEED TO CBR CR 119, L.P. DATED MAY 4, 2004, OF RECORD IN DOCUMENT NO. 2004038679, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 3.569 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with PBSJ cap found in the east right-of-way line of County Road 165 (right-of-way width varies) for the southwest corner of the said 21.207 acre tract, being also the northwest corner of an 8.793 acre tract described in Document No. 2003071808 of the Official Public Records of Williamson County, Texas;

THENCE North 07°40'52" East, with the east right-of-way line of County Road 165, being also the west line of the 21.207 acre tract, a distance of 199.99 feet to a 1/2" rebar with Chaparral cap found for the southwest corner of Lot 41, Block A, Final Plat of Emory Farms, Section One, a subdivision of record in Cabinet CC, Slide 134 of the Plat Records of Williamson County, Texas;

THENCE South 82°22'15" East, over and across the said 21.207 acre tract and with the south line of Lot 41, a distance of 769.08 feet to a 1/2" rebar with Chaparral cap found for the southeast corner of Lot 41, also being the southwest corner of Lot 2, Final Plat of Townwest Commons Subdivision, Section 3, a subdivision of record in Cabinet CC, Slide 157 of the Plat Records of Williamson County, Texas;

THENCE South 82°26'09" East, over and across the said 21.207 acre tract, with the south line of Lot 2, a distance of 7.07 feet to a 1/2" rebar with a Chaparral cap found for an angle point in the south line of Lot 2, also being the northwest corner of Lot 1, Block A, Final Plat of Townwest Commons Subdivision, Section 4, a subdivision of record in Cabinet CC, Slide 292 of the Plat Records of Williamson County, Texas;

THENCE South 06°57'50" West, over and across the said 21.207 acre tract and with the west line of Lot 1, a distance of 200.01 feet to a 1/2" rebar with Chaparral cap set in the south line of the 21.207 acre tract, also being the north line of the 8.793 acre tract, from which a 1/2" rebar with Cunningham-Allen cap found bears South 06°57'50" West, a distance of 597.71 feet;

THENCE North 82°22'16" West, with the south line of the 21.207 acre tract and the north line of the 8.793 acre tract, a distance of 778.65 feet to the **POINT OF BEGINNING**, containing 3.569 acres of land, more or less.

Tract 3

0.1296 acres of land in the Nathaniel Edwards Survey, Abstract No. 225, City of Hutto, Williamson County, Texas, dedicated to the Public for ROW purposes per the Final Plat of Townwest Commons, Section Seven, recorded under County Clerk's File No. 2019035180 in the Official Records of Williamson County, Texas.

EXHIBIT C

YMCA SITE PLAN

YMCA Access Easement

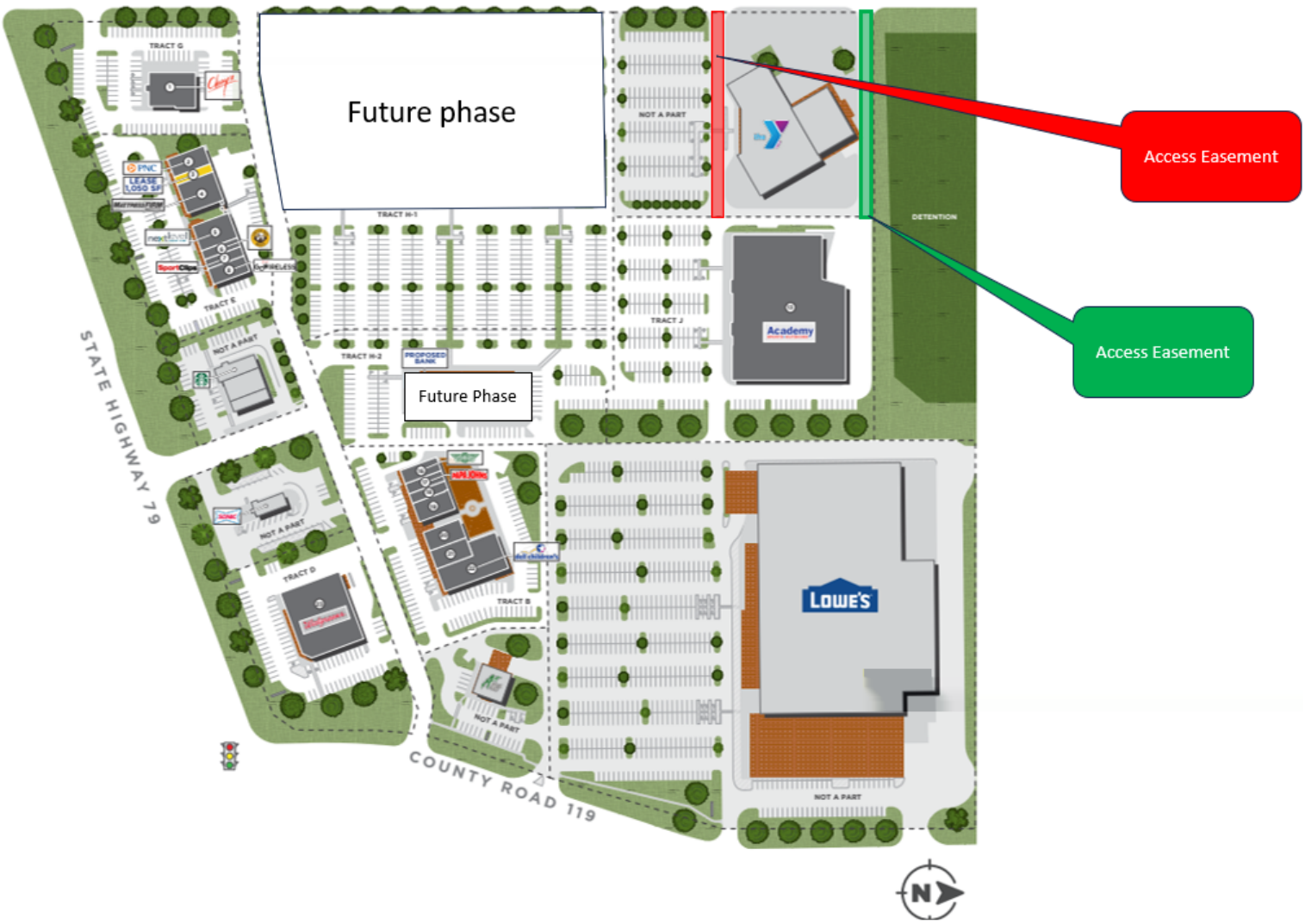


EXHIBIT D

ACADEMY SITE PLAN

Academy Sports + Outdoors Access Easement

AGENDA ITEM REPORT
13.12.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2023-329 authorizing the City Manager to execute Right-of-Way License agreements for use of the City's Public Right-of-Way as allowed by Article 18.03 of the Hutto Code of Ordinances (Legal)
Meeting:	Thursday, December 7, 2023
Department:	Legal /
Staff Contact:	Dottie Palumbo

BACKGROUND INFORMATION:

This resolution authorizes the City Manager to execute Right-of-Way License agreements for use of the City's Public Right-of-Way as allowed by Article 18.03 of the Hutto Code of Ordinances. The form agreement provides for an escrow deposit for damage to the public right-of-way, insurance and indemnity. The term is for ten years and may be renewed with a six-month notice.

SUMMARY OF REQUEST:

Approval as presented

STAFF REVIEW:

Staff recommends approval

FISCAL NOTES:

No known fiscal impact

ATTACHMENTS:

1. Hutto Res CM ROW license agreements R-2023-329
2. Hutto ROW license agreement Form

RESOLUTION NO. R-2023-329

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE RIGHT-OF-WAY LICENSE AGREEMENTS AS AUTHORIZED BY HUTTO CITY CHARTER SECTION 4.01(F); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Hutto City Charter Section 4.01(f) provides that the City Manager shall have the authority to execute, on behalf of the City, certain documents, including but not limited to deeds, conveyances, release of liens, rental agreements, easements, right-of-way agreements, joint use agreements, and other similar documents, under the following conditions.

1) The execution of the document is necessary to carry out a public works project; utilize, maintain or improve a City facility, street, right-of-way, easement, park or other City property; or to implement other City policies; provided that such project, program, or policy has been approved by the City Council;
2) That all blanks are filled in on any document correctly and that such document is consistent with the objectives approved by the City Council; and
3) That the form of such document shall be approved by the City Attorney

WHEREAS, Hutto, City Code Section 18.03, Right-of-Way Management authorizes a Right-of-Way License Agreement in order for a Public Service Provider to use the public right-of-way.

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

SECTION 1. **Findings of Fact:** The foregoing recitals are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.

SECTION 2. **Authority to Execute Right-of-Way License Agreements, .** The City Manager shall have the authority to execute, on behalf of the City Right-of-Way License Agreement, in substantially the same form as Attachment "A: under the following conditions:

1) The execution of the document is necessary for a Public Service Provider to use the Public Right-of-Way;
2) That all blanks are filled in on any document correctly and that such document is consistent with the objectives approved by the City Council Hutto City Code, Article 18.03, Right-of-Way Management; and
3) That the form of such document shall be approved by the City Attorney;

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 become effective from and after its passage.

CITY OF HUTTO, TEXAS:

_____
Mike Snyder, Mayor

ATTEST:

_____
Angela Lewis, City Secretary

RIGHT-OF-WAY LICENSE AND USE AGREEMENT
BETWEEN (COMPANY)
AND THE CITY OF HUTTO, TEXAS

1. Parties. The parties to this Right of Way License and Use Agreement, ("Agreement") are _____, whose address is _____ ("Company"), and the City of Hutto, Texas a Home-Rule municipal corporation organized under the laws of the State of Texas, ("City").

2. Purpose of Agreement. To permit the Company's limited use of the public right-of-way in the Public Right-of-Way Area for the installation and operation of Facilities in accordance with this Agreement. For the purposes of this Agreement only, the terms below are defined as follows:

   a. The term "City Code" means the Hutto City Code.

   b. The term "Communications Services" means terrestrial based transport and delivery of electronic communications and includes telecommunication services and internet services.

   c. The term "Existing Installations" means Facilities installed previously to the Effective Date of this Agreement. Existing Installations are identified in Exhibit A, attached to this Agreement and incorporated herein by this reference.

   d. The term "Facilities" means the Company conduits, raceways, cables, fiber, hand holes (vaults), pedestals, cabinets, and any and all other appurtenances which make up a fiberoptic communication systems which are or will be installed at locations specified in a permit application within the Public Right-of-Way Area.

   e. The term "New Installations" means Facilities installed after the Effective Date of this Agreement.

   f. The term "Street" means the entire width between the boundary lines of every way dedicated to the public use, and publicly maintained for the purposes of vehicular travel, including alleys.

3. The term "Public Right-of-Way Area" means the City Limits where the Company is authorized to use the City's public right-of-way pursuant to this Agreement, the City Code and pursuant to the laws of the state of Texas or Federal law.

4. Term of Contract and Required Approvals. This Agreement is effective upon the signature date of the last party ("Effective Date). The Term of the Agreement is ten (10) years from the Effective Date. This Agreement may be renewed by the Company upon terms that are mutually agreeable to the Company and the City. Renewal of the Agreement will not be

effective unless it is in writing approved by the City Council. The Company may begin renewal of this Agreement six (6) months prior to the expiration date.

5. Payment. The Company agrees to pay the City the following fees for the duration of the Term, and any renewal thereof, for the use of the City's public right-of-way for the Company's Facilities:

a. Fees for plan review and construction plans submitted by Company determined by the Public Works Director or pursuant to the City Right-of-Way Fee Ordinance.

b. A Right-of-Way Fee Five Percent (5%) of the gross revenues for the related Facility in the Public Right-of-Way Area ("Use Fee"), due beginning on the effective date of this Agreement for all Existing Installations. The Right-of-Way Fee for New Installations shall be due once as-builts are completed and accepted by the City and shall be payable on a quarterly basis to the City's Finance Department for conduit or related Facility in the Public Right of Right-of-Way Area commencing as follows:

Payment Due Date	Period
February 15	Oct. 1 – Dec. 31
May 15	Jan. 1 – Mar. 31
August 15	Apr. 1 – Jun. 30
November 15	Jul. 1 – Sept. 30

c. The compensation set forth in this section is exclusive of, and in addition to: (a) rents or fees the City may charge for use of or attaching to City-owned infrastructure including, but not limited to, poles and conduit; (b) any rents or fees for use of City real property outside of City's Public Right-of-Way for utility equipment and fiber housing (equipment huts); and (c) permitting fees necessary for Company to comply with the City's Right-of-Way ordinance.

d. "Gross Revenues" means: all consideration of any kind or nature including without limitation cash, credits, property, and in-kind contributions (services or goods) derived by the Company from the operation of Company Facilities within the Public Right-of-Way. Gross Revenues shall include all consideration paid to Company and its affiliates (to the extent either is acting as a provider of a service as authorized by this Agreement), which shall include but not be limited to the following:

(i) all fees charged to customers for any and all Broadband Service provided by Company;

(ii) revenues from other services classified as non-Broadband Service or attributed by Company to non-Broadband Service;

(iii) any fee imposed on Company by this Franchise that is passed through and paid by customers (including without limitation the gross revenue fee set forth in this Franchise); and

(iv) compensation received by Company or its affiliates that is derived from the operation of Company's network to provide Broadband Service with respect to commissions that are paid to Company as compensation for promotion or exhibition of any products or services on Company's network. Gross revenue includes a pro rata portion of all revenue derived by Company or its affiliates pursuant to compensation arrangements for advertising derived from the operation of Company's network to provide Broadband Service within the City. Advertising commissions paid to third parties shall not be netted against advertising revenue included in gross revenue. Revenue of an affiliate derived from the affiliate's provision of Broadband Service shall be Gross Revenue to the extent the treatment of such revenue as revenue of the affiliate and not of Company has the effect (whether intentional or unintentional) of evading the payment of fees which would otherwise be paid to the City. In no event shall revenue of an affiliate be Gross Revenue to Company if such revenue is otherwise subject to fees to be paid to the City.

e. "Gross Revenues" does not include:

(i) bad debt;
(ii) non-services revenues received by any affiliate or any other person in exchange for supplying goods or services used by Company to provide Broadband Service;
(iii) refunds, rebates, or discounts made to customers, leased access providers, advertisers, or the City;
(iv) the sale of services for resale in which the purchaser is required to collect the fees set out in this Franchise from the purchaser's customer;
(v) the provision of Broadband Services to customers at no charge if required by state law; (vi) any tax of general applicability imposed upon Company or upon customers by the City, state, federal, or any other governmental entity and required to be collected by Company and remitted to the taxing entity (including, but not limited to, sales and use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes, and fees not imposed by this Franchise);
(vii) any forgone revenue from Company's provision of free or reduced cost Broadband Services to any person including without limitation employees of Company; provided, however, that any forgone revenue which Company chooses not to receive in exchange for trades, barters, services, or other items of value shall be included in Gross Revenue;
(viii) sales of capital assets or sales of surplus equipment that is not used by the purchaser to receive services from Company; and

(ix) revenue from a service taxed or charged in accordance with a state or local law, other than the Ordinance granting this Franchise, if the tax or charge results in a payment to the City's general fund in an amount that is equal to or greater than five percent of the Gross Revenue received by the Company from that service.

f. In no event shall business expenses or promotional credits against revenues not covered by this Agreement be used to reduce Gross Revenues.

g. Where Company or any affiliate bundles, integrates, ties, or combines services with Broadband Services creating a bundled package so that Company's customers pay a single fee for more than one class of service or receive a discount on services, Gross Revenues shall be determined based on the allocation of the package discount consistent with Accounting Standards Codification ("ASC") Topics 605 Revenue Recognition and 606 Revenue From Contracts With Customers and any amendments thereto.

h. The fees outlined in this Section 5 are the exclusive fees for the Company's use of the City's public right-of-way for the installation, operation and use of Facilities within the Public Right-of-Way Area, and no other fees shall be assessed to the Company or are due from the Company for the Company's use of the City's right of-way. The fees outlined in this section are intended to be in lieu of the Company obtaining a franchise and paying franchise fees.

6. Responsibilities of Company.

a. The Facilities shall be located, constructed and maintained so that none of the Facilities shall endanger the lives or property of the City or its citizens; or interfere with any improvements within the City; or hinder or obstruct the free use of streets by the public. In the event the Company determines it is necessary to dig, or in any manner disturb or interfere with any City Street(s), the Company shall immediately upon completion, at its own expense, replace and restore the Street(s) in accordance with standards for such work set by City Code and by the Public Works Director. In the event any Street(s) become uneven, unsettled or otherwise require repair due to disturbance by the Company, as determined solely by the Public Works Director, the Company shall immediately repair or restore the Street(s) in compliance with the ordinances and standards of the City at the Company's expense.

b. The Company agrees and understands that if the City determines it is necessary to make public improvements in or upon any City Street(s) or City land including, but not limited to, altering the grade of any Street(s), and such public improvements are inconsistent with the continued presence of the Company's facilities at that location in the right-of-way, the Company shall, at its own expense, either abandon in place if authorized by the Public Works Director, or remove and relocate its facilities and restore the Street(s) in accordance with standards for such work set by City Code

and by the Public Works Director. The Company shall not place fixtures that interfere with any other utility. The Company agrees that the Public Works Director may impose reasonable time limits, or reasonably limit the time period during which the Company may construct, locate, repair or maintain its Facilities in Streets. Nothing in this section is intended nor should be construed to prevent the Company from performing necessary repairs in the event of an emergency. Street(s) closure must be approved by the Public Works Director.

c. The Company shall notify the Public Works Director of all substantial repairs or replacement of existing Facilities including repairs or replacement within or under unimproved or future City Streets. In addition, the Company shall, at its expense, provide the City with a plan for significant repairs or replacement of existing Facilities including repairs within or under unimproved or future City Street(s) at least thirty (30) days prior to commencement of the repair or replacement. Facilities being installed under improved City Street(s) shall be pushed or bored under the Street(s) unless previously approved by the Public Works Director's Office. The Company shall, when working in any City Street(s), use the appropriate warning signs, in accordance with the current edition of the Manual on Uniform Traffic Control Devices, and any other applicable local, state or federal law. In the event a City Street(s) is not completely repaired at the conclusion of a working day, the Company shall perform all cleanup work and erect and monitor signage, approved by the Public Works Director's Office, that is adequate to provide notice to the public of the condition of the Street(s).

d. Any Street opening made or installation or repair of Facilities shall be closed within a maximum of five (5) working days of the making of the opening; and said opening shall be permanently repaired and resurfaced to City standards, unless the Public Works Director's Office grants a time extension. In any event, said Street opening shall be subject to permit approval by the Public Works Director's Office in accordance with the Right-of-Way ordinance and Construction Manuel regulating the same during the term of this Agreement. In the event the Company shall fail to close any Street opening within the maximum period specified herein, upon notice to the Company and an opportunity to cure, the City shall be, and hereby is, authorized by the Company to repair and resurface the street opening; and the Company agrees to pay all reasonable and documented costs incurred by the City in doing the same upon demand of the City within thirty (30) days after Company's receipt of the City's invoice. In the reasonable discretion of the City, and prior to opening a Street, the Company shall deposit cash or post bond in lieu thereof with the City the sum of Fifty Thousand Dollars ($50,000.00) or as determined by the City Engineer to be used in the event Company fails to close said Street within a reasonable time to a condition satisfactory to the Public Works Director's Office within the time specified. Upon the failure of the Company to close a Street opening in the time specified, for failure to make such cash deposit or post bond when notified by the Public Works Director's Office to do so, or both, the City may, in its

reasonable discretion, refuse any requests or permits, if applicable, thereafter required to be issued or obtained for the opening of any Street(s) in the City.

e. The Company understands and agrees that the Company may provide a Representative to observe work by the City or others in the vicinity of the Company's facilities, however, the inability of the Company to provide an inspector shall not preclude the City, its contractors, agents, permittees or employees from working in the vicinity of the Company's facilities.

f. The Company shall comply with the Texas One Call Law, Texas Utilities Code Chapter 251 by contacting the One-Call Board of Texas for utility locates.

g. The Company shall provide at no cost to the City accurate as-built maps to the Public Works Director's Office within ninety (90) days of the completion of any Facilities installation and shall perform the work required to locate its System. All maps shall be presented digitally either in an AutoCAD or ArcView format. All data shall be layered to allow for identification of disparate systems, for example, fiber vaults from conduit raceways and above ground from underground facilities. All data shall include raceway number, fiber vault identification numbers and size, installation year, conduit size, type and approximate elevations. All data presented shall be in a projection system and datum recognized by AutoCAD or ArcView or as designated by the Director of Public Works. Updated maps shall be provided within ninety (90) days of making any change to the Facilities affecting the accuracy or completeness of the originally provided maps or data. The parties acknowledge excavators should not rely exclusively upon maps provided pursuant to this section to locate Company's Facilities and for excavation purposes.

h. The Company agrees and understands that this Agreement is not a franchise agreement. These Agreement terms are limited to the installation and operation of Facilities within the Public Right-of-Way Area authorized by the City, if any.

i. All Company Facilities shall comply with this Agreement and the City Code in effect at the time of the commencement of construction. The Company acknowledges that its rights hereunder are subject to the police power of the City to adopt and enforce general ordinances necessary to the safety and welfare of the public; and it agrees to comply with all applicable general laws and ordinances enacted by the City pursuant to such power. Any conflict between the provisions of this Agreement and any other present or future lawful exercise of the City's police power shall be resolved in favor of the City's exercise of police power as allowed by law.

j. The Company agrees and understands that when working in any public right-of-way, the Company shall comply with Hutto's Right-of-Way ordinances, as may be amended.

k. The Company shall submit new construction designs to the Public Works Director's Office for approval. Designs shall meet City construction standards, unless an alternate design is approved in writing by the Public Works Director's Office. The Company may not directly bury fiber optic cables via street cuts, unless prior written approval is received from the Public Works Director. Once the Company has installed raceways or conduits, then the Company may pull/install unlimited fiber pairs within one or more of the raceways.

l. The Company may install Facilities only with the prior written approval of the Public Works Director, or his or her designee, in accordance with the approved construction plans as sealed by a licensed engineer.

7. Responsibilities of City.

a. Upon the effective date of this Agreement, the City grants the Company a license to install and operate Facilities along and within the Public Right-of-Way Area in the City, for the Term of the Agreement.

8. General Provisions.

a. Amendments. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

b. Applicable Law/Venue. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Texas, and the venue for state court litigation shall be in Parker County, Texas.

c. Assignment/Agreement Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, conditioned, or delayed. Notwithstanding the preceding, such transfer or assignment may occur without written consent of the City to a wholly owned parent or subsidiary, or between wholly owned subsidiaries, or to an entity with which the Company is under common ownership or control, or to any successor in interest or transferee directly or indirectly holding or acquiring a PCS license or other license for wireless services from the Federal Communications Commission for the geographic area where the Facilities are located or acquiring the Company's spectrum, upon written notice to the City. The Company shall not use this Agreement, or any portion thereof for collateral for any financial obligation without the prior written permission of the City.

d. Audit/Access to Records. The City shall have access to any books, documents, papers and records of the Company which are pertinent to this Agreement; provided,

however, the City agrees that such books, documents, papers and records will be strictly confidential, and the City will not disclose, disseminate, discuss or correspond concerning such books, documents, papers and records with any person other than the City's counsel or tax or accounting professional(s) or pursuant to a court order or request from a governmental agency.

e. Certificate of Good Standing. The Company shall provide a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs before performing work under this Agreement.

f. Compliance with Laws. The Company shall keep informed of and comply with all applicable federal, state and local laws and regulations which are pertinent to the Company's performance of this Agreement.

g. Entirety of Agreement. This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

h. Force Majeure. Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

i. Indemnification. **COMPANY CONTRACTS AND IS BOUND TO INDEMNIFY, DEFEND AND HOLD THE CITY AND ITS EMPLOYEES, CONTRACTORS AND AGENTS WHOLE AND HARMLESS AGAINST ANY AND ALL CLAIMS FOR DAMAGES, COSTS AND EXPENSES TO PERSONS OR PROPERTY THAT MAY ARISE OUT OF OR BE OCCASIONED BY THE USE, OCCUPANCY AND MAINTENANCE OF SIFI'S SYSTEM, INSTALLATIONS AND IMPROVEMENTS OR HAZARDOUS SUBSTANCES OR FROM ANY ACT OR OMISSION OF ANY REPRESENTATIVE, AGENT, CONTRACTOR AND/OR EMPLOYEES OF SIFI, AND WHERE LAWFUL, BY REASON OR AS A CONSEQUENCE OF HAVING GRANTED PERMISSION TO SIFI TO USE AND MAINTAIN PUBLIC PROPERTY, UNLESS DAMAGE OR OTHER LOSS OR INJURY IS CAUSED BY THE GROSS NEGLIGENCE ORWILLFUL MISCONDUCT OF THE CITY, ITS EMPLOYEES,**

CONTRACTORS OR AGENTS. SIFI SHALL MAKE NO CLAIM OF ANY KIND OR CHARACTER AGAINST THE CITY FOR DAMAGES THAT IT MAY SUFFER BY REASON OF THE INSTALLATION, CONSTRUCTION, RECONSTRUCTION, OPERATION AND/OR MAINTENANCE OF ANY PUBLIC IMPROVEMENT OR UTILITY INSTALLED WITHIN THE PUBLIC RIGHT-OF-WAY, INCLUDING BUT NOT LIMITED TO, ANY WATER AND/OR SANITARY SEWER MAINS AND/OR STORM SEWER FACILITIES AND WHETHER SUCH DAMAGE IS DUE TO FLOODING, INFILTRATION, BACKFLOW AND/OR SEEPAGE CAUSED FROM THE FAILURE OF ANY SUCH INSTALLATION, NATURAL CAUSES OR ANY OTHER CAUSE, EXCEPT GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

j. Claims. **COMPANY FURTHER CONTRACTS TO INDEMNIFY, DEFEND, AND HOLD CITY HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND LIABILITIES OF WHATEVER NATURE, FORESEEN OR UNFORSEEN, UNDER ANY HAZARDOUS SUBSTANCE LAWS THAT MAY ARISE OUT OF OR BE OCCASIONED BY THE USE, OCCUPANCY AND MAINTENANCE OF SIFI'S SYSTEM, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:**

(i) ALL FEES INCURRED IN DEFENDING ANY ACTION OR PROCEEDING BROUGHT BY A PUBLIC OR PRIVATE ENTITY AND ARISING FROM THE PRESENCE, CONTAINMENT, USE, MANUFACTURE, HANDLING, CREATION, STORAGE, TREATMENT, DISCHARGE, RELEASE, OR BURIAL ON THE LICENSE AREA OR THE TRANSPORTATION TO OR FROM THE LICENSE AREA OF ANY HAZARDOUS SUBSTANCE THAT MAY ARISE OUT OF OR BE OCCASIONED BY THE USE, OCCUPANCY AND MAINTENANCE OF SIFI'S SYSTEM. THE FEES FOR WHICH SIFI SHALL BE RESPONSIBLE UNDER THIS SECTION SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, THE REASONABLE FEES CHARGED BY ATTORNEYS, ENVIRONMENTAL CONSULTANTS, ENGINEERS, SURVEYORS, AND EXPERT WITNESSES.

(ii) ANY DIMINUTION IN THE VALUE OF THE LICENSE AREA ATTRIBUTABLE TO THE BREACH OR FAILURE OF ANY WARRANTY OR REPRESENTATION MADE BY SIFI IN THIS AGREEMENT, OR CLEANUP, DETOXIFICATION, REMEDIATION, OR OTHER TYPE OF RESPONSE ACTION TAKEN WITH RESPECT TO ANY HAZARDOUS SUBSTANCE ON OR UNDER THE LICENSE

AREA THAT MAY ARISE OUT OF OR BE OCCASIONED BY THE USE, OCCUPANCY AND MAINTENANCE OF SIFI'S SYSTEM REGARDLESS OF WHETHER OR NOT THAT ACTION WAS MANDATED BY THE FEDERAL, STATE, OR LOCAL GOVERNMENT.

k. Independent Contractor. The Company shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the City for any purpose. The Company shall assume sole responsibility for any debts or liabilities that may be incurred by the Company in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Company or its agents and/or employees to act as an agent or representative for or on behalf of the City or to incur any obligation of any kind on behalf of the City. The Company agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to City employees will inure to the benefit of the Company or the Company's agents and/or employees as a result of this Agreement.

l. Notices. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, facsimile, e-mail, or delivery in person.

Notice to Company:

Notice to City:

Email:

m. Notice of Proposed Sale or Transfer of the Company. The Company shall provide the City with notice of any sale or transfer or any merger or consolidation of the assets of the Company. The Company will endeavor to provide the City with such notice promptly upon any such sale, transfer, merger, or consolidation, and such notice shall be provided in accordance with the notices provision of this Agreement.

n. Proof of Insurance.

i. Workers' Compensation and Company's Liability Insurance. The Company shall provide to the City proof of workers' compensation coverage for all its employees who are to work on project(s) undertaken pursuant to this

Agreement. The Company's coverage shall be under the Wyoming Workers' Safety and Compensation program, if statutorily required, or such workers' compensation insurance as appropriate. The Company's insurance shall include Company's liability coverage, in an amount not less than one million dollars ($1,000,000.00) per employee for each accident and disease. The Company shall also supply to the City proof of workers' compensation and employer's liability insurance on any subcontractor before allowing that subcontractor on the job site.

ii. Commercial General Liability Insurance. The Company shall provide coverage, during the entire term of this Agreement, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) general aggregate.

iii. Business Automobile Liability. The Company shall provide and maintain, during the entire term of this Agreement, automobile liability insurance in an amount not less than one million dollars ($1,000,000.00) per occurrence.

iv. All policies required under this Agreement shall be in effect for the duration of this Agreement. All policies shall be primary and not contributory, but only with respect to claims resulting from the Company's negligent acts or willful misconduct. Company shall pay the premiums on all insurance policies, and Company's insurers will provide at least thirty (30) days prior written notice to the City of any cancellation or non-renewal of coverage.

v. City as Additional Insured. All insurance policies required by this Agreement, except workers' compensation, shall include the City as an additional insured, and shall contain a waiver of subrogation against the City, its agents and employees. Company shall provide a copy of an endorsement providing this coverage prior to beginning any work under this Agreement.

vi. City's Right to Reject. The City reserves the right to reject a certificate of insurance if the Company's insurance company is widely regarded in the insurance industry as financially unstable, provided, however, the City will have no right to reject such certificate if the Company's insurance company has a minimum A.M. Best rating of A- (excellent).

vii. Subcontractors. The insurance requirements set out above apply to all subcontractors. It is the Company's responsibility to ensure that its

subcontractors meet these insurance requirements. The City has the right to review the Certificates of any and all subcontractors used by the Company.

n. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

o. Governmental Immunity. The City does not waive governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available to them pursuant to all applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity.

p. Taxes. The Company shall pay all taxes and other such amounts required by federal, state and local law including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

q. Termination of Agreement. This Agreement may be terminated by the City if the Company fails to materially perform in accordance with the terms of this Agreement Each and every term and condition in this Agreement shall be deemed to be a material element of the Agreement.

r. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

s. Titles Not Controlling. Titles of paragraphs are for reference only and shall not be used to construe the language in this Agreement.

t. Waiver. The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

u. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The City and the Company agree that an electronic copy of a signed signature page of a counterpart shall evidence and constitute valid execution of this Agreement and shall be binding on a party to the same extent as the original

signature counterpart copy. This Agreement may be accepted and signed in electronic form (e.g., by an electronic or digital signature or other means of demonstrating assent) and each party's electronic acceptance and signature will be deemed binding between the parties. Each party acknowledges and agrees it will not contest the validity or enforceability of this Agreement, including under any applicable statute of frauds, because it was accepted and/or signed in electronic form. Electronic records of a party when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

9. HB 1295 and No Boycott Provisions

a. HB 1295 Compliance. Section 2252.908 of the Texas Government Code requires that for certain types of contracts, the Company 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.

b. No Boycott of Israel; No Terrorist Organization**.** Pursuant to Section 2270.002, Texas Government Code, the Company 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 Company understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Company and exists to make a profit.

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Company 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 Company 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 Company understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Company 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 Company 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 Company understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Company 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 Company understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Company and exists to make a profit.

10. Signatures. The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have ready, understood and agreed to the terms and conditions of this Agreement.

[Signatures on next page]

CITY OF HUTTO, TEXAS

By:_____

ATTEST:

_____

Angela Lewis, City Secretary

COMPANY

By: _____

Print Name: _____

Title: _____

VERIFICATION

State of Texas §

County of XXXX §

The undersigned hereby affirms under penalty of perjury that they are the authorized representative and agent of [XXX] for the purpose of making this verification, and that all representations in Section 9, No Boycott, of the foregoing Agreement, incorporated herein by this reference, are true.

_____

By: (Printed Name): (Title)

STATE OF TEXAS §

§

COUNTY OF §

This Agreement was acknowledged and verified before me, the undersigned authority, this day of_____ , 2023, by _____-, as _____of _____, a Texas _____company, on behalf of said company.

[Seal]

_____

Notary Public State of Texas

APPROVED AS TO FORM:

_____

City Attorney, City of Hutto, Texas

AGENDA ITEM REPORT
13.13.

To:	City Council
Subject:	Consideration and possible action on approving Resolution No. R-2023-304 authorizing the City Manager to execute a Facilities Interlocal Agreement between the City of Hutto and Hutto Independent School District (Jeff White)
Meeting:	Thursday, December 7, 2023
Department:	Community Services /
Staff Contact:	

BACKGROUND INFORMATION:

Staff is requesting approval of the Interlocal Agreement (ILA) between the City of Hutto and Hutto Independent School District (HISD).

The purpose of this Agreement is to provide for the use by the City of certain facilities owned by HISD and use by HISD of certain facilities owned by the City for Parks and Recreation programs and Emergency Management Department. At present, the City and HISD hold ILAs for Communications, Police Department, and Development Services. This particular ILA pertains to the utilization of Facilities.

The ILA was initiated in 2019 and renewed in 2021. The major changes from 2021 are the following:

1. The addition of the Adam Orgain Park and Brushy Creek Amphitheater to the list of City facilities (Section 5.1.4-5.1.6).
2. The addition of the Hutto ISD Transportation Room to the list of HISD facilities (Section 6.1.7).
3. The addition of the Emergency Management section outlining overviews, concepts, and resources (Section 7).

This ILA can be entered into between the Parties pursuant to the authority contained in Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act.

The proposed ILA between the City and HISD signifies a strategic collaboration aiming to enhance community services and educational opportunities within our region. The City and HISD have a long history of cooperative efforts, recognizing the importance of a symbiotic relationship in fostering a thriving environment for residents. This ILA seeks to renew this existing partnership, expand on the utilization of resources and facilities, and align our efforts in case of an emergency. More importantly, this ILA shows the City and HISD care about the same things - helping the community, education, and being good stewards of tax payer funding.

Hutto Parks Advisory Board did vote to approve this agreement at their November 8, 2023 meeting.

AGENDA ITEM REPORT
13.13.

SUMMARY OF REQUEST:

Staff requests approval of this agreement.

STAFF REVIEW:

FISCAL NOTES:

The ILA provides for use of facilities and buses for the Summer/Winter camps. Fees are charged at reasonable rates based on usage. Finance is supportive of this ILA.

ATTACHMENTS:

1. ILAresolution sheet
2. ILA Agreement

RESOLUTION NO. R-2023-304

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HUTTO AND HUTTO INDEPENDENT SCHOOL DISCTRICT; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, Sections 791.003(3)(E) and 791.011 allow local governments to contract with one another to perform governmental functions and services, including for parks and recreation; and

WHEREAS, the Parties desire to contract with each other for recreational programs, relevant meetings, or community events and use of certain HISD facilities by the City and certain City facilities by HISD; and

WHEREAS, this agreement includes an overview is to set forth a foundation for mutual support and collaborative Emergency Operations planning to address threats and hazards that pose a risk to our schools and to our community; and

WHEREAS, entry into this Agreement would be mutually beneficial and not detrimental to the Parties.

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.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 7th day of December 2023 on vote of __AYES; ___NAYS; __ABSTENTIONS

City of Hutto, Texas

_____
Mike Snyder, Mayor

ATTEST:

_____
Angela Lewis, City Secretary

RESOLUTION NO. R-2023-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL FACILITY USE AGREEMENT WITH THE HUTTO INDEPENDENT SCHOOL DISTRICT; PROVIDING PROPER NOTICE OF MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, Sections 791.003(3)(E) and 791.011 allow local governments to contract with one another to perform governmental functions and services, including for parks and recreation; and

WHEREAS, the Parties desire to contract with each other for recreational programs, relevant meetings, emergency preparedness and response, or community events for the use of certain Hutto Independent School District facilities and equipment by the City of Hutto and certain City of Hutto facilities by Hutto Independent School District; and

WHEREAS, the City Council desires to authorize the City Manager to execute the Interlocal Agreement between the City of Hutto and the Hutto Independent School District, attached as Exhibit A, to use both City of Hutto and Hutto Independent School District property and facilities for recreational programs, emergency and disaster planning and response, relevant meetings, and community events.

WHEREAS, entry into this Agreement would be mutually beneficial and not detrimental to the Parties;

NOW, 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. That the Hutto City Council hereby approves and authorizes the City Manager to execute the Interlocal Facilities Use Agreement between the City of Hutto and the Hutto Independent School District, 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 __ day of _____, 2023 on vote of __AYES; ___NAYS; __ABSTENTIONS.

THE CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Angela Lewis, City Secretary

EXHIBIT A

INTERLOCAL FACILITY USE AGREEMENT
BETWEEN THE CITY OF HUTTO, TEXAS AND
THE HUTTO INDEPENDENT SCHOOL DISTRICT
FOR RECREATIONAL PROGRAMS AND USE OF FACILITIES

RECITALS

This Interlocal Agreement (the "**Agreement**"), effective this _____ day of _____, 2023 ("**Effective Date**") is made and entered into by and between the CITY OF HUTTO, TEXAS (the "**City**"), a home rule municipal corporation of the State of Texas, and the HUTTO INDEPENDENT SCHOOL DISTRICT (the "**HISD**"), and a political subdivision of the State of Texas. The City and HISD are herein referred to as "**Party**" individually, or jointly, the "**Parties**."

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, Sections 791.003(3)(E) and 791.011 allow local governments to contract with one another to perform governmental functions and services, including for parks and recreation; and

WHEREAS, the HISD is an independent political subdivision of the State of Texas charged with the public education of children in its boundaries, which has its own funding source and elected governing body separate from the City; and

WHEREAS, the Parties desire to contract with each other for recreational programs, emergency and disaster planning and response, relevant meetings, or community events and use of certain HISD facilities by the City and certain City facilities by HISD; and

WHEREAS, entry into this Agreement would be mutually beneficial and not detrimental to the Parties;

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

1. RECITALS

The Parties hereby adopt the recitals as true and correct and incorporate them herein.

2. AUTHORITY

This Agreement is entered into between the Parties pursuant to the authority contained in Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act. The provisions of Chapter 791 of the Government Code are incorporated into this Agreement and this Agreement shall be interpreted in accordance with the Act.

3. PURPOSE

The purpose of this Agreement is to provide for the use by the City of certain facilities owned by HISD and use by HISD of certain facilities owned by the City for Parks and Recreation programs.

4. TERM

4.1 The term of this Agreement shall be in effect for an initial term of one (1) year, starting January 1, 2024 through December 31, 2024, after which it will automatically renew for up to four (4) additional one-year periods unless: (a) a Party provides the other Party with written notice of the intention not to renew the Agreement at least thirty (30) days prior to the end of the then-current year term; or (b) terminated as provided below.

4.2 Termination. Either Party may terminate this Agreement at any time upon having provided the other Party with written notice thirty (30) days prior to the termination date.

5. OBLIGATIONS OF HISD

5.1 HISD shall pay the following fees for the use of specific City-owned facilities:

5.1.1 Fritz Park Pavilion	$ No fee
5.1.2 Hutto Lake Park Pavilion	$ No fee
5.1.3 Hutto Community Pavilion	$ No fee
5.1.4 Adam Orgain Park Pavilion A	$ No fee
5.1.5 Adam Orgain Park Pavilion B	$ No fee
5.1.6 Brushy Creek Amphitheater	$ No fee
5.1.7 Glenwood Splash Pad	$ No fee
5.1.8 Holmstrom Field	$ No fee
5.1.9 Nguyen Football Field	$ No fee
5.1.10 Baseball/Athletic Fields	$ No fee
5.1.11 Any new facilities added during contract	$ No fee
5.1.12 Staff	$ 25 per hour

All security deposit fees waived for HISD

5.2 The City shall provide access and use of facilities listed in 5.1.1 through 5.1.11 by HISD for related sporting events, staff retreats, and special programs. Additionally, HISD agrees to abide by the general guidelines of the use of facilities for related sporting events, staff retreats, and special programs. HISD agrees to pay the $25 per hour rate per 5.1.12 for set-up and all related personnel costs for use of these facilities during HISD usage related to sporting events, staff retreats, and special programs.

6. OBLIGATIONS OF THE CITY

6.1 The City shall pay the following fees for the use of specific HISD-owned facilities for recreation programs:

6.1.1 Elementary School Gyms	$ No fee
6.1.2 Middle School Gyms	$ No fee
6.1.3 Elementary Campus (Camps & Events)	$ No fee
6.1.4 Middle School Track	$ No fee
6.1.5 High School Track	$ No fee
6.1.6 Parking Lots (Special Events)	$ No fee
6.1.7 Transportation Facility Training Room	$ No fee
6.1.8 Bus Transportation	$ 25 per hour + $1.70 per mile
6.1.9 Staff	$ 25 per hour
6.1.10 Agriculture "Barn"	$ No fee

All security deposits will be waived for the City

6.2 Camps will include access to the gym and cafeteria during the following:
Spring Break Camp – 1 campus during spring break week.
Fall Break Camp – 1 campus during the fall break
Thanksgiving Camp – 1 campus during the Thanksgiving Holiday.
Winter Break Camp – 1 campus during the two-week school break.
Summer Camp – 1 campus from June through mid-August.

6.3 HISD shall provide access and use of facilities listed in 6.1.1 through 6.1.7 by City for related sporting events, camps, and special programs. Additionally, the City agrees to abide by the general guidelines of the use of facilities for related sporting events, camps, and special programs. The City agrees to pay the $25 per hour rate per 6.1.9 for set-up and all personnel costs for the use of these facilities during City usage related to sporting events, camps, and special programs.

6.4 Except for uses contemplated in Section 7 below, the City will reserve sporting events, camps, and special programs through the district's facility reservation process in advance of advertising the events or using the facilities. The use of facilities will be scheduled for a specific start and end time. Variation of these scheduled times shall be requested in advance of the event. As facilities become available, consideration will be given for additional facility use based on program growth.

7. EMERGENCY OPERATIONS CENTER

7.1 Purpose and Situation Overview

7.1.1 The Purpose and Situation Overview is to set forth a foundation for mutual support and collaborative Emergency Operations planning to address threats and hazards that pose a risk to our schools and to our community.

7.1.2 While HISD is equipped through their all-hazard and emergency operations planning to address a variety of threats and hazards, HISD acknowledges there are dependencies on a variety of local and regional response agencies outside of existing capabilities and capacities.

7.1.3 In the spirit of mutual interests and preparedness efforts as mandated by State and Federal law, HISD and the City of Hutto Department of Emergency Management (HDEM) will work collaboratively in all relevant areas of planning, prevention, response, and recovery. This can include facilities, equipment, and transportation use.

7.1.4 Both HISD and HDEM plan for and execute response and recovery activities through the respective Emergency Operations Plans (EOPs) using the concepts and principles of the National Incident Management System (NIMS) and the National Response Framework (NRF). A key component for both entities is the use of Incident Command System (ICS), as a standardized approach for Incident Management.

7.2 Concept of Operations

7.2.1 The goal of both HISD and the City is to customize a Concept of Operations between HISD and the City to provide authorizations accordingly.

7.2.2 Parties will identify authorizations and delegated authorities.

7.2.3 Parties will describe the process by which the school coordinates and partners with HDEM – including identifying HISD resources and response responsibilities/capabilities.

7.2.4 Parties will explain that the primary purpose of actions taken before an emergency by HISD (as requested by the City) is to prevent, protect from, and mitigate the impact on life or property and assign district personnel as liaisons to HDEM planning.

7.2.5 Parties will explain that the primary purpose of actions taken during an emergency by HISD (as requested by the City) is to respond to the emergency and minimize its impact on life or property with district resources and personnel.

7.2.6 Parties will explain that the primary purpose of actions taken after an emergency HISD (as requested by the City) is to recover from its impact on life or property with district resources and personnel.

7.2.7 Inherent to the Concept of Operations are the respective areas identified in corresponding EOPs that can be referenced as part of this or another Interlocal Agreement, and may include, but are not limited to:

Direction, Control, Coordination
Information and Analysis
Comprehensive Needs Assessment Training and Exercises
Administration, Finance, and Logistics
Mutual Planning and Maintenance of SOP’s

Authorities and References
Relevant, Functional Annexes and Emergency Support Functions (ESF)
Communications

7.3 HISD Resources

7.3.1 HISD intends to provide available facilities and equipment use to the City in the case of city-wide (or larger-scale) emergencies, with the understanding that generally, taxpayer-funded, school district resources are reserved to support the educational mission of the district. As such, for there to be a process of mutual support and collaboration, HISD and the School Board must consider the following, which will also need reciprocal considerations by the City Council and City Admin:

A) If there is a regional threat or hazard, but school operations are not affected, there could be limited access to district resources and personnel.

B) "Gift of Public Funds" any use of taxpayer-funded resources under the control of the HISD and personnel must overcome this statutory hurdle, so any interlocal agreement should consider both authorizations and where appropriate, reimbursement costs.

8. LIABILITY

8.1 The Parties expressly agree that nothing in this Agreement adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

8.2 The Parties expressly agree that, in the execution of this Agreement, neither Party waives, nor shall be deemed to hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

9. NOTICE

All notices, demands and requests, including invoices which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when: (i) personally delivered to the intended recipient; (ii) three (3) days after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (iii) delivered in person to the address set forth below for the Party to whom the notice was given; (iv) deposited into the custody of a recognized overnight delivery service and addressed to such Party at the address specified below; or (v) sent by facsimile, telegram or telex, provided that receipt for such facsimile, telegram or telex is verified by the sender and followed by a notice sent in accordance with one of the other provisions set forth above. For purposes of this section, the addresses of the Parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

City of Hutto

Attention: James R Earp, City Manager
Attention: Jeff White, Director of Parks and Recreation
500 West Live Oak Street
Hutto, Texas 78634

Attention: Bill Zito
Emergency Management Director
500 West Live Oak
Hutto, Texas 78634

With a Copy to:

Attention: Alan Bojorquez
Bojorquez Law Firm
11675 Jollyville Rd, STE 300
Austin, Texas 78759

Hutto Independent School District

Attention: Dr. Raul Pena, Superintendent
Attention: Henry Gideon, Assistant Superintendent of Operations
200 College Street
Hutto, Texas 78634

9. BREACH

Failure to perform any obligations under this Agreement constitutes a breach unless expressly excepted herein.

10. DISPUTE RESOLUTION

If a dispute arises under this Agreement, the Parties agree to first try to resolve the dispute by referring same to the senior management of the City and HISD. Any disputes regarding this Agreement that cannot be resolved between the Parties shall go through the mediation process.

Any dispute, controversy or claim arising out of or relating in any way to the Agreement or the relationship including without limitation any dispute concerning the construction, validity, interpretation, enforceability, or breach of the Agreement unable to be resolved by Section 10(a) above, shall be resolved by non-binding mediation.

In the event of a dispute, controversy or claim arising out of or relating in any way to the Agreement or the relationship, the complaining Party shall notify the other Party in writing thereof. Within thirty (30) days of such notice, management level representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining Party shall seek remedies exclusively through mediation.

Either Party may compel non-binding mediation with the help of a mutually selected mediator. If the Parties cannot agree on a mediator, each Party shall select one mediator each, and those two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the Parties.

11. MISCELLANEOUS PROVISIONS

11.1 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

11.2 No Other Relationship. No term or provision in this Agreement is intended to create a partnership, joint venture, or agency arrangement between and of the Parties.

11.3 Current Revenues. Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

11.4 Amendment. Amendment of this Agreement may only be by mutual written consent of the Parties.

11.5 Governing Law and Venue. The Parties agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas.

11.6 Force Majeure. Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the Party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the Parties. However, this provision is not applicable to Section 7 without a specific showing of particular restriction of performance by the Party seeking it.

11.7 Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter contained herein. The Parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each Party and duly executed by both Parties, or their authorized representative.

11.8 Approval. This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

11.9 Assignment. Except as otherwise provided in this Agreement, a Party may not assign this Agreement or subcontract the performance of services without first obtaining the written consent of the other Party.

11.10 Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation, and such obligations may be terminated at the end of a Party's fiscal year if the governing body of such Party does not appropriate sufficient funds to continue the services provided under this Agreement.

11.11 Non-Waiver. A Party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

11.12 Paragraph Headings. The various paragraph headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any section thereof.

11.13 Severability. The Parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable, and the decree shall not affect the remainder of the Agreement. The remainder of the Agreement shall be and continue in full force and effect.

11.14 Open Meetings Act. The Parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551), as amended.

11.15 Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

11.16 Effective Date. This Agreement is made to be effective on the latest date accompanying the signatures below.

[Signatures on the following page.]

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this ___ day of _____, 2023.

CITY OF HUTTO

By: _____

James Earp, City Manager

Date: _____

For City Attest:

By: _____

Angela Lewis, City Secretary

HUTTO INDEPENDENT SCHOOL DISTRICT

By: _____

Print: _____

Title: _____

AGENDA ITEM REPORT
13.14.

To:	City Council
Subject:	Consideration and possible action on sunsetting of Emergency Preparedness Task Force whose terms expired in June 30, 2023 (City Council)
Meeting:	Thursday, December 7, 2023
Department:	City Secretary /
Staff Contact:	

BACKGROUND INFORMATION:

At the November 16 City Council meeting, Bill Zito, Emergency Management Director, made a presentation on the activities of the Emergency Management Department. The City Council requested an agenda item to discuss the sunsetting of the Emergency Preparedness Task Force, whose terms expired June 30, 2023.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

No fiscal impact.

ATTACHMENTS:

None

AGENDA ITEM REPORT
13.15.

To:	City Council
Subject:	Consideration and possible action on approving the November 16 Work Session and City Council meeting minutes (Angela Lewis)
Meeting:	Thursday, December 7, 2023
Department:	City Secretary /
Staff Contact:	Angela Lewis

BACKGROUND INFORMATION:

Staff recommends that City Council approves the November 16 Work Session and City Council meeting minutes.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

No fiscal impact.

ATTACHMENTS:

1. 11.16.23 Work Session Minutes DRAFT
2. 11.16.23 CC Meeting Minutes DRAFT

City of Hutto

MINUTES

City Council Work Session
Thursday, November 16, 2023 at 6:00 PM
Executive Conference Room

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

1. CALL SESSION TO ORDER: 6:00 PM

2. ROLL CALL

Members of City Council present: Mayor Mike Snyder, Councilmember Brian Thompson, Councilmember Randal Clark, Councilmember Dan Thornton, Mayor Pro Tem Peter Gordon, Councilmember Amberley Kolar

Absent: *Councilmember Dana Wilcott*

Members of staff present: James Earp, City Manager; Kristi Barnes, Community Outreach & Program Manager, Taylor Arlington, Programs & Event Specialist, Allison Strupeck, Communications Director, Cheney Gamboa, Economic Development Director, Anne LaMere, Interim Finance Director, Angela Lewis, City Secretary

3. OTHER BUSINESS

3.1 Presentation and Update on Brushy Creek Amphitheater Programming & Operations (Presented by The Directors of Chaos)

Chris Stone and Tim Pioppo, Directors of Chaos, presented an overview on programming and operations updates at Brushy Creek Amphitheater.

4. ADJOURNMENT – 6:52 p.m.

ATTEST:

_____
Mike Snyder, Mayor

_____
Angela Lewis, City Secretary

DRAFT

City of Hutto

MINUTES

City Council Meeting
Thursday, November 16, 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

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 Randal Clark

Absent: *Councilmember Dana Wilcott*

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

3. INVOCATION –Pastor Arthur Spence from Little Ebenezer Baptist Church

4. PLEDGE OF ALLEGIANCE

5. PROCLAMATIONS

5.1 Native American Heritage Month - Accepted by Charles Holland of the Chicksaw Nation

6. CITY MANAGER COMMENTS

City Manager Earp provided updates on the following:

- Special City Hall and Library hours during the holidays
- Upcoming special City events
- Drone Show
- Downtown Christmas Tree is now up
- Upcoming Library activities
- Brushy Creek Amphitheater Upcoming Music Event
- Parks and Recreation Winter Camp for kids
- Community Survey will be sent out to residents
- Academy Grand Opening

7. PUBLIC COMMENTS

DRAFT

- Jimmy Pierce
- Enrique Diaz

8. PRESENTATIONS

8.1 Emergency Management Task Force Transition Presentation (Bill Zito)
8.2 Project Skybox Update Presentation (Cheney Gamboa, Haynes Strader)
8.3 Downtown Hutto Business Association (Evan Porterfield, Chairman)

9. BOARDS AND COMMISSIONS ACTION

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.

Appointees: Jeff Ebner was appointed to Zoning Board of Adjustment and Building and Standards, and Olin Petke was appointed to Building and Standards.

A motion was made by Councilmember Clark and seconded by Councilmember Thompson to approve the appointments. The vote passed 6,0.

A motion was made by Councilmember Clark and seconded by Councilmember Thornton for Councilmember Kolar to be appointed as Vice Chair of TIRZ 3. The vote passed 6,0.

A motion was made by Councilmember Clark and seconded by Mayor Pro Tem Gordon to dissolve the Emergency Task Force and form a support group. After discussion, City Council decided to make this an agenda item on the December 7 agenda, and motion was rescinded.

10. ORDINANCES

10.1 Consideration and possible action on Ordinance No. O-2023-075 amending Chapter 18, Streets and Public Places, Article 18.03 to provide for construction requirements, insurance, bonding, enforcement and penalties; repealing ordinance in conflict and providing for an effective date (First Reading) (Legal)

A motion was made by Councilmember Kolar and seconded by Mayor Pro Tem Gordon to approve Ordinance No. O-2023-075. The vote passed 6,0.

11. RESOLUTIONS

DRAFT

11.1 Consideration and possible action on Resolution No. R-2023-313 to amend the City Council Protocol Policy adopted on November 2, 2023 (Mayor Pro Tem Peter Gordon, Councilmember Brian Thompson)

A motion was made by Councilmember Clark and seconded by Councilmember Thompson to approve the protocols. The vote passed 6,0.

12. OTHER BUSINESS

12.1 Consideration and possible action relating to the Emory Farms Intersection Improvements project (CIP T11-2023) (Matt Rector)

A motion was made by Councilmember Clark and seconded by Councilmember Thompson to move forward with the CIP project. The vote passed 6,0.

12.2 Discussion and possible action regarding Diversity, Equity, and Inclusion (DE&I) training options (Irene Talioaga)

A motion was made by Councilmember Kolar to approve the Pamela Benson Owen training. There was no second, and motion died.

A motion was made by Councilmember Thornton to approve the Stan Kimer proposal and to have staff set training. The vote passed 6,0.

12.3 Consideration and possible action relating to disclosure of pending litigation (Legal)

This item was moved to be held after Executive Session.

12.4 Discussion and possible action on Ordinance No. 06-021-00 regarding Williamson County Water, Sewer, Irrigation and Drainage District No. 22 including but not limited to amending the Strategic Partnership Agreement Between The City of Hutto and The Williamson County Municipal Utility District No. 22 (Mayor Mike Snyder)

A motion was made by Mayor Snyder, seconded by Councilmember Thornton to rescind the Service Extension Request and direct staff to disengage regarding any utility service to the municipal utility district. The vote failed 2,4 (Gordon, Kolar, Thompson, Clark dissenting).

13. CONSENT AGENDA ITEMS

13.1 Consideration and possible action on Resolution No. R-2023-306 approving the purchase of a Schwarze A7 Tornado Regenerative Air Street Sweeper, from the approved FY 2024 budget, from Texan Waste Equipment Inc. DBA Heil of Texas

DRAFT

in the amount of $305,700 through Houston-Galveston Area Council Purchasing Cooperative HGAC (Rick Coronado)

13.2 Consideration and possible action on Resolution No. R-2023-308 authorizing the City Manager to execute an amendment to the agreement with DCS in the amount of $196,320 related to the Glenwood Interceptor project (WW01-2023) (Matt Rector)

13.3 Consideration and possible action on Resolution R-2023-301 approving an amendment to the Funding and Refunding Agreement between the Hutto Economic Development Corporation and Williamson County for an increase of up to $30,000 for the construction of the right-turn lane from southbound 3349 onto the Spine Road at the Megasite (Cheney Gamboa)

13.4 Consideration and possible action on Resolution No. R-2023-314 authorizing the City Manager to execute an amendment to the agreement with HNTB Corporation in the amount of $25,620.69 related to the FM 1660 and US 79 Improvements Project (CIP T01-2023) (Matt Rector)

13.5 Consideration and possible action on Resolution No. R-2023-315 authorizing the City Manager to execute a 3-year contract in an amount not to exceed $75,000 with GovWell Technologies, Inc. for permitting, inspection, project, and code enforcement software solutions (Ashley Bailey)

13.6 Consideration and possible action on Resolution No. R-2023-316 amending the MUD policy to add a process for an application to add land to an existing MUD and an applicant that requests an agreement between the applicant City and an existing MUD; provides for development fee agreement not to exceed $100,000 (Legal)

13.7 Consideration and possible action on Resolution No. R-2023-307 authorizing the City Manager to execute an Interlocal Agreement with Jonah Special Utility District for the FM 1660 N at Limmer Loop intersection project (CIP T03-2023) (Matt Rector)

13.8 Consideration and possible action relating to Resolution No. R-2023-302 of the City of Hutto, Texas appointing a Capital Improvements Advisory Committee to update the Water and Wastewater Impact Fee (Matt Rector)

13.9 Consideration and possible action relating to Resolution No. R-2023-303 of the City of Hutto, Texas appointing a Capital Improvement Advisory Committee to update the Roadway Impact Fee, and directing them to provide recommendations to City Council for updating the Mobility Master Plan (Matt Rector)

DRAFT

13.10 Consideration and possible action on Resolution No. R-2023-317 authorizing the City Manager to submit an application to the Capital Area Metropolitan Planning Organization (CAMPO) to add the CR 132 Project to the Regional Mobility Plan (Matt Rector)

13.11 Consideration and acceptance of the October Monthly Financial Statement (Anne LaMere)

13.12 Consideration and possible action on approving the November 2, 2023 Work Session and City Council meeting minutes (Angela Lewis)

Councilmember Thornton pulled Item 13.1, Mayor Snyder pulled Item 13.2, and Councilmember Thompsom pulled Item 13.10

A motion was made by Councilmember Thompson and seconded by Councilmember Kolar to approve Consent Agenda Item Nos. 13.3, 13.4, 13.5, 13.6, 13.7, 13.8, 13.9, 13.11, and 13.12, as presented. The vote passed 6,0.

Discussion of pulled items:

13.1 Consideration and possible action on Resolution No. R-2023-306 approving the purchase of a Schwarze A7 Tornado Regenerative Air Street Sweeper, from the approved FY 2024 budget, from Texan Waste Equipment Inc. DBA Heil of Texas in the amount of $305,700 through Houston-Galveston Area Council Purchasing Cooperative HGAC (Rick Coronado)

A motion was made by Councilmember Clark and seconded by Councilmember Kolar to approve Resolution No. R-2023-306 as presented. The vote passed 4,2 (Snyder and Thornton dissenting).

13.2 Consideration and possible action on Resolution No. R-2023-308 authorizing the City Manager to execute an amendment to the agreement with DCS in the amount of $196,320 related to the Glenwood Interceptor project (WW01-2023) (Matt Rector)

A motion was made by Councilmember Clark and seconded by Mayor Pro Tem Gordon to approve Resolution No. R-2023-308 as presented. The vote passed 6,0.

13.10 Consideration and possible action on Resolution No. R-2023-317 authorizing the City Manager to submit an application to the Capital Area Metropolitan Planning Organization (CAMPO) to add the CR 132 Project to the Regional Mobility Plan (Matt Rector)

DRAFT

A motion was made by Councilmember Thompson and seconded by Councilmember Clark to approve Resolution No. R-2023-306 as presented. The vote passed 6,0.

At this time, Mayor Snyder made a motion to pull Executive Session Items 14.1 ad 14.2 to open session, and Councilmember Thornton seconded. The vote failed 2,4 (Gordon, Kolar, Thompson, Clark dissenting).

14. EXECUTIVE SESSION – *Convened into Executive Session at 10:11 pm*

12.3 Consideration and possible action relating to disclosure of pending litigation (Legal)

14.1 Receive legal advice pursuant to Texas Government Code Section 551.071 (Consultation with Attorney), relating to the Petition of 705 Limmer Loop JV, LLC, pursuant to the provisions of Senate Bill No. 2038, establishing Sections 42.101 through 42.105 of the Texas Local Government Code, for the release from the City's Extraterritorial Jurisdiction ("ETJ") of 19.4 acres of land and a Petition of Limmer Holdings, LLC for the release from the City's Extraterritorial Jurisdiction ("ETJ") of approximately 111.851 acres of land

14.2 Receive legal advice pursuant to Texas Government Code Section 551.071 (Consultation with Attorney), relating to the selection of a law firm to represent the City for petitions pursuant to the provisions of Senate Bill No. 2038, establishing Sections 42.101 through 42.105 of the Texas Local Government Code, for the release from the City's Extraterritorial Jurisdiction ("ETJ")

14.3 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.

15. ACTION RELATIVE TO EXECUTIVE SESSION – *Reconvened at 11:12 pm*

12.3 Consideration and possible action relating to disclosure of pending litigation (Legal)

A motion was made by Councilmember Clark and seconded by Mayor Pro Tem Gordon to release the litigation update provided on 11-16-23. The vote passed 6,0.

15.1 Consideration and possible action relating to legal advice received pursuant to Texas Government Code Section 551.071 (Consultation with Attorney) relating to the Petition of 705 Limmer Loop JV, LLC, pursuant to the provisions of Senate

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Bill No. 2038, establishing Sections 42.101 through 42.105 of the Texas Local Government Code, for the release from the City's Extraterritorial Jurisdiction ("ETJ") of 19.4 acres of land and a Petition of Limmer Holdings, LLC for the release from the City's Extraterritorial Jurisdiction ("ETJ") of approximately 111.851 acres of land

A motion was made by Councilmember Clark and seconded by Mayor Pro Tem Gordon to deny the petitions to remove property from the City's Extraterritorial Jurisdiction due to Bill 2038 being unconstitutional delegation of legislative authority and it conflicts with the Texas Local Government Code Section 42.023. The vote passed 6,0.

15.2 Consideration and possible action selecting a law firm to represent the City for petitions pursuant to the provisions of Senate Bill No. 2038, establishing Sections 42.101 through 42.105 of the Texas Local Government Code, for the release from the City's Extraterritorial Jurisdiction ("ETJ")

A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Kolar to hire Messer Forte to represent the city and join other cities in the Grand Prairie litigation contesting the constitutionality of laws relating to the release of Extraterritorial Jurisdiction in an amount not to exceed $5,000. The vote passed 6,0.

At this time, Mayor Snyder recalled Item 12.3 to ask a question to legal counsel regarding sexual harassment or discrimination regarding any member of City Council.

15.3 Consideration and possible action on Executive Session Items

None.

16. CITY COUNCIL COMMENTS

16.1 General Comments from City Council

Councilmember Thompson and Councilmember Clark provided comments.

16.2 Future Agenda Items

Mayor Pro Tem Gordon - Food truck hours in Old Town
Councilmember Clark – Emergency Preparedness Task Force
Councilmember Clark – secondary contract for City Attorney

16.3 Future Additional or Rescheduled meetings as allowed by Hutto City Code Section

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1.02.033 Additional or Rescheduled Meetings

Mayor Snyder reminded the public of the upcoming meetings on December 7, December 14 and January 4.

17. ADJOURNMENT – *November 16th, 2023 at 11:20 PM*

ATTEST:

_____
Mike Snyder, Mayor

_____
Angela Lewis, City Secretary

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