



City of Hutto

Agenda

City Council Meeting

Thursday, December 14, 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. CITY MANAGER COMMENTS**
- 6. 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 14, 2023. The email must include name, address, phone # and email to be recognized properly. Written comments will be provided to Council.

7. BOARDS AND COMMISSIONS ACTION

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

8. RESOLUTIONS

- 8.1. Consideration and possible action relating to Resolution No. R-2023-336 City relating to authorizing the City Manager to update the City's Capital Improvement Plan and identify available funding for the Capital Improvement Projects (Matt Rector)
- 8.2. Consideration and possible action relating to Resolution No. R-2023-338 authorizing the City Manager to notify Jonah Water Special Utility District of the wholesale waste water rate increase to \$60.38 from \$23.87 per location per month pursuant to Section 5.01 of the Agreement for Wholesale Wastewater Service (Anne LaMere)

- 8.3. Consideration and possible action on Resolution R-2023-340, a resolution adopting the City of Hutto Water Service and Development policy and authorizing the City Manager to enter into Water Capacity Agreements (Matt Rector)
- 8.4. Consideration and possible action approving Resolution No. R-2023-342 approving the First Amendment to the Second Amendment to the Durango Farms Development Agreement (Matt Rector)

9. OTHER BUSINESS

- 9.1. Consideration and possible action regarding the Management Agreement between City of Hutto and Directors of Chaos, LLC and any management agreements involving the Brushy Creek Amphitheater (Mayor Mike Snyder)
- 9.2. Consideration and possible action relating to City Manager delegation of authority when out of office or out due to disability (Mayor Mike Snyder)
- 9.3. Consideration and possible action relating to review of City Attorney legal services provided by the Bojorquez Law Firm, PC (Mayor Mike Snyder)
- 9.4. Consideration and possible action on development a City game room ordinance (Mayor Mike Snyder)

10. CONSENT AGENDA ITEMS

- 10.1. Consideration and possible action on Resolution No. R-2023-332 authorizing the City Manager to execute an Individual Project Order (IPO) with MWM DesignGroup, Inc. in the amount Not to Exceed (NTE) \$12,169 for the Hippo Way project (Matt Rector)
- 10.2. Consideration and possible action relating to Resolution No. R-2023-337 of the City of Hutto, Texas, authorizing the City Manager to execute a deductive change order with Aaron Concrete Contractors LP in the amount of \$57,666.09 related to the FM 1660 and US 79 turn lane project (CIP T-01) (Matt Rector)
- 10.3. Consideration and possible action regarding Resolution R-2023-330 to approve a second amendment to the Funding and Refunding Agreement between the City of Hutto and the Hutto Economic Development Corporation (HEDC) for the Spine Road Construction Project to include the release of all related design and construction documents and information pertaining to the Project from the City to the HEDC and providing for timely cure of any design defects as per the associated contracts and agreements between the City of Hutto and K Friese (Cheney Gamboa)
- 10.4. Consideration and acceptance of November 2023 Monthly Financial Statement. (Anne LaMere)
- 10.5. Consideration and Possible action relating to Resolution No. R- 2023-339 approving the First Amendment to the Contract for the Wholesale Delivery and Sale Of Potable Water Effective September 12, 2023, between City of Hutto and Recharge Water, L.P. to provide additional time to secure financing (City Manager James Earp)
- 10.6. Consideration and possible action on approving the December 7, 2023 City Council work session and meeting minutes (Angela Lewis)
- 10.7. 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 (Second Reading) (Ashley Bailey)
- 10.8. 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)

- 10.9. 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 (Second Reading) (David Amsler)

11. EXECUTIVE SESSION

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

- 11.1. Receive legal advice pursuant to Texas Government Code Section 551.071, (Consultation with Attorney), relating to acceptance of the Gin Site and Gin Lot pursuant to the dedication and conveyance required under Section 3.06 of the Hutto Co-Op District Amended and Restated Master Development Agreement executed on May 4, 2023
- 11.2. Receive legal advice pursuant to Texas Government Code Section 551.071, (Consultation with Attorney) relating to the lawsuit, Cause No. 02-059-C 363, *City of Hutto and Cottonwood Development Corporation, ("CDC") v. McGinnis Lochridge* pending in the 368th District Court of Williamson County, Texas
- 11.3. Receive legal advice pursuant to Texas Government Code Section 551.071 (Consultation with Attorney), and deliberate pursuant to Texas Government Code Section 551.087, (Economic Development Negotiations), relating to the evaluation of available Hutto Economic Development Funds for incentives and current and potential incentive agreements
- 11.4. Receive legal advice pursuant to Texas Government Code Section 551.071, (Consultation with Attorney), relating to a development agreement for Olander Farms development
- 11.5. 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

12. ACTION RELATIVE TO EXECUTIVE SESSION

- 12.1. Consideration and possible action on Executive Session Items

13. 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.

13.1. General Comments from City Council

13.2. Future Agenda Items

13.3. Future Additional or Rescheduled meetings as allowed by Hutto City Code Section 1.02.033 Additional or Rescheduled Meetings

13.4. Discussion and possible action related to Work Session topics

14. ADJOURNMENT

15. CERTIFICATION

I certify that this notice of the December 14, 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 11, 2023 before 6:50 P.M.




Angela Lewis

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.

AGENDA ITEM REPORT

7.1.



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 14, 2023
Department: City Secretary /
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

None

AGENDA ITEM REPORT

8.1.



To: City Council
Subject: Consideration and possible action relating to Resolution No. R-2023-336 City relating to authorizing the City Manager to update the City's Capital Improvement Plan and identify available funding for the Capital Improvement Projects (Matt Rector)
Meeting: Thursday, December 14, 2023
Department: Legal /
Staff Contact: Matt Rector

BACKGROUND INFORMATION:

The Texas Local Government Code Chapter 212, Municipal Regulation of Subdivisions and Property Development section 212.010(C) "Standard For Approval," was adopted during the latest 2023 legislative session as an amendment regarding the authority of municipalities approving plats.

City municipalities must include all capital projects within the Capital Improvement Plan as adopted in order to require dedication of land within a subdivision.

This agenda item is intended to update the Capital Improvement Plan to include all transportation projects as defined in the 2018 Mobility Master Plan. These projects have been selected for future roadway improvements within the City of Hutto for multimodal transportation needs. The updated list reflects future mobility needs to be considered during development and capital needs.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

No known fiscal impact

ATTACHMENTS:

1. Hutto Res CIP Road Funding Update R-2023-336

RESOLUTION NO. R-2023-336

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, AUTHORIZING THE CITY MANAGER TO UPDATE THE CAPITAL IMPROVEMENT PLAN AND IDENTIFY FUNDING AS AUTHORIZED BY TEXAS LOCAL GOVERNMENT CODE SECTION 212.010(C); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, recent amendments to Texas Local Government Code Section 212.010(c) state that the municipal authority responsible for approving plats may not require the dedication of land within a subdivision for a future street or alley that is:

- (1) not intended by the owner of the tract; and
- (2) not included, funded, and approved in:
 - (A) a capital improvement plan adopted by the municipality; or
 - (B) a similar plan adopted by a county in which the municipality is located or the state; and

WHEREAS, the Hutto, City Council desires to authorize the City Manager to update the City's Capital Improvement Plan and identify funding of the roadway with identified funds available to the City.

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 Include in Capital Improvement Plan. The City Manager shall have the authority to update the City's Capital Improvement Plan and identify available funding for the Capital Improvement Projects.

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

AGENDA ITEM REPORT

8.2.



To: City Council
Subject: Consideration and possible action relating to Resolution No. R-2023-338 authorizing the City Manager to notify Jonah Water Special Utility District of the wholesale waste water rate increase to \$60.38 from \$23.87 per location per month pursuant to Section 5.01 of the Agreement for Wholesale Wastewater Service (Anne LaMere)
Meeting: Thursday, December 14, 2023
Department: Finance /
Staff Contact: Anne LaMere

BACKGROUND INFORMATION:

During the budget process, it was identified that Jonah's rates had not been changed since March 2017 and that while Manville and Hutto residents paid an average of \$60.38 per location, Jonah residents paid \$20.87 per location. Jonah currently pays a winter averaging rate of 5,500 x \$4.34 / per 1,000 gallons or \$23.87. Hutto residents pay \$60.38 as a base rate. In order to equate to the \$60.38 as a base rate, Jonah's rate would need to be increased from \$4.34 to \$10.98 (5,500 x \$10.98 / per 1,000 gallons = \$60.39).

SUMMARY OF REQUEST:

Approve the resolution as presented

STAFF REVIEW:

Staff recommends approval

FISCAL NOTES:

Approval will increase the revenue by \$1,476,902.52 per year as calculated below.

Proposed rate \$60.38 less Current rate \$23.87 = \$36.51 increase per month x 3,371 customers x 12 months = \$1,476,902.52.

ATTACHMENTS:

None

AGENDA ITEM REPORT

8.3.



To: City Council
Subject: Consideration and possible action on Resolution R-2023-340, a resolution adopting the City of Hutto Water Service and Development policy and authorizing the City Manager to enter into Water Capacity Agreements (Matt Rector)
Meeting: Thursday, December 14, 2023
Department: Engineering /
Staff Contact: Matt Rector

BACKGROUND INFORMATION:

Resolution R-2023-340 would allow the City Manager to enter adopt a water service and development policy and allow the City Manager to enter into water capacity reservation agreements.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

1. hutto Res Water Service and Development Policy 12.11.23
2. Hutto Water Reservation-of-Capacity-Agreement-Form 12.11.23

RESOLUTION NO. R-2023-340

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,
ADOPTING THE CITY OF HUTTO WATER SERVICE AND
DEVELOPMENT POLICY; AUTHORIZING THE CITY
MANAGER TO ENTER INTO WATER CAPACITY
RESERVATION AGREEMENTS; PROVIDING PROPER
NOTICE & MEETING; AND PROVIDING AN EFFECTIVE
DATE.**

WHEREAS, on September 7, 2023, the City Council authorized the City Manager to execute a Ground Contract for the Wholesale Delivery and Sale of Potable Water including groundwater reservation provisions by and between Recharge Water, L.P., a Texas limited partnership, and the City of Hutto, Texas, (“Contract”); and

WHEREAS, the City of Hutto is currently reserving ground water pursuant to the Contract; and

WHEREAS, the City Council desires to adopt the City of Hutto Water Capacity and Development Policy and authorize the City Manager to enter into Water Capacity Reservation Agreements for Developers to be able to reserve Water Capacity.

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

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

Section 2: The Hutto City Council hereby approves and adopts the City of Hutto Water Capacity and Development Policy, Attachment “A”, a copy of same being attached hereto and incorporated herein for all purposes.

Section 3: The Hutto City Council hereby authorizes the City Manager to enter into Water Capacity Reservation Agreements with Developers, approved as to form by the City Attorney, in substantially the same form as Attachment “B”, a copy of same being attached hereto and incorporated herein for all purposes.

Section 4: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this 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 5: This Resolution shall take effect immediately upon its passage.

PASSED & APPROVED by the **CITY COUNCIL** of the **CITY OF HUTTO**, on the 14th day of December 2023 on vote of __AYES; __NAYS; __ABSTENTIONS.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

ATTACHMENT “A”
Water Service and Development Policies

- A. Honor water service commitments in existing contracts and agreements.
- B. Hutto will provide only retail water service.
- C. All applications for service will be completed through the Service Extension Request (SER) process. All SERs that have been agreed to by City staff and the applicant will be presented to City Council for approval or denial.
- D. For applicants that do not have an existing service agreement the following will be required for consideration:
 - 1. Applicant will submit a Service Extension Request (SER) application.
 - 2. Applicant will submit a conceptual site plan, approved preliminary plat, or other approved plan demonstrating compliance with these policies.
 - 3. Applicant will be responsible for the annual non-reimbursable payment of Reservation Fees for LUEs as follows:
 - a) *The initial, annual non-reimbursable Water Reservation Fee for all LUES will be due and payable within 6 months of the effective date of the approval of the SER or Municipal Service Agreement (MSA) by City Council.*
 - b) *Subsequent annual non-reimbursable Water Reservation Fees for any remaining unused LUEs will be due and payable upon each annual anniversary date of the City Council commitment*
 - c) *All reserved LUEs must be utilized within three (3) years of the City Council Commitment date. All unused LUEs remaining on the fourth anniversary will no longer be reserved and will return to the city for reservation for other projects.*
 - d) *The reservation agreement may be terminated if any reservation fees are not paid for all or any portion of the unused LUEs.*
 - 4. Applicant will pre-pay 100% of the impact fees for each development phase upfront prior to final plat or earlier if required to fund construction of capital improvements needed to provide service and required by the City of Hutto in its sole discretion.
 - 5. Applicant will agree to payment or funding of capital projects needed to serve the project that are not included in the City of Hutto’s approved Capital Improvements Plan upfront or as agreed to in writing in an agreement approved by the City Council.
 - 6. Applicant will agree to phase the project and the project’s water demands in unison with the City of Hutto’s approved Capital Improvements Plan.

7. Project may not have any substantive impacts to the City of Hutto's approved Capital Improvements plan, including no impact to the calculation of impact fees as determined by the City of Hutto.
8. Project may not have any substantive impacts to rates to current customers related to the extension of service to the project as determined by the City of Hutto.
9. Project may not have any substantive impacts to system operations as determined by the City of Hutto.

ATTACHMENT "B"
CITY OF HUTTO, TEXAS

WATER RESERVATION OF CAPACITY AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2023, by and between the **CITY OF HUTTO, TEXAS**, a Texas Home-Rule municipality, located at 500 West Live Oak Street, Hutto, Texas 78634 (hereinafter referred to as "City") and _____, a limited liability company maintaining a principal place of business at _____, (herein referred to as "Applicant").

WITNESSETH:

WHEREAS, the City provides water service to real property located within the Corporate Limits of the City of Hutto, Texas and the Exterritorial Limits of real property located within Williamson County, Texas;

WHEREAS, Applicant is the legal or equitable owner of a certain parcel of real property identified as _____ County Tax Parcel _____, located in _____ Williamson County, Texas (the "Property"), wherein the Applicant desires to construct _____ (the "Project");

WHEREAS, the Applicant desires to reserve from the City _____ (#) LUEs of water capacity in order to provide adequate water service for the Project;

WHEREAS, the Applicant has preliminary plat approval for the Project;

WHEREAS, the City presently has a Ground Contract for the Wholesale Delivery and Sale of Potable Water including groundwater reservation provisions by and between Recharge Water, L.P., a Texas limited partnership, and the City of Hutto, Texas, ("Contract") and has reserved ground water capacity subject to completion of the Ground Contract for the Wholesale Delivery and Sale of Potable Water;

WHEREAS, the City will agree to provide the Applicant with _____ (#) LEUs of water capacity, pending completion of the Ground Contract for the Wholesale Delivery and Sale of Potable Water;

WHEREAS, Applicant desires to reserve _____ (#) LUEs of water capacity for utilization at the Property, and the City is willing to reserve the water capacity for the Applicant, all of which shall be in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, intending to be bound and for other good and valuable consideration, the parties hereto agree as follows:

1. Recitals. The aforementioned recitals noted in this Agreement are deemed part of this Agreement and are incorporated into the terms and conditions of this Agreement.

2. Reservation of Water Capacity. The City agrees to reserve and make available to the Applicant ____ (#) LUEs of water capacity to be utilized for the Property located at _____, Williamson County, Texas. The water capacity being reserved pursuant to this Agreement may not be used at any other location and/or for any other purpose other than for the purposes set forth in this Agreement. The treatment capacity for the project will be at the _____ Treatment Plant (“WWTP”), owned and operated by the City

3. Impact Fees. For the purposes of this Agreement, an LUE is measured at 280 gallons per day of effluent. The parties acknowledge that the fee for an LUE is fixed at _____ (\$0.00) Dollars per LUE for a total of _____ (\$0.00) Dollars for the Project.

4. Reservation of Water Capacity Fee. The Applicant agrees to pay to the City the amount of _____ (\$0.00) Dollars to reserve the LUEs for the Property, as set forth in Paragraph 2 of this Agreement. Upon execution of both a Water Service Agreement and Water Facilities Escrow Agreement, this charge will be credited to the LUE costs imposed by the City upon the Applicant for the ____ (#) LUEs of Water capacity. If the Applicant, in the future, desires to acquire additional LUEs of water capacity for this Project, the availability of same shall be dependent upon whether or not additional LUEs are available and whether or not LUEs were purchased for other projects, thus not affording any additional LUEs for this Project. The payment noted in this paragraph shall be made contemporaneously with the execution of this Agreement.

5. Time Limitation. The ____ (#) LUEs of water capacity, referred to in Paragraph 2, shall be considered reserved by the City upon receipt of payment and execution of this Agreement by the City in accordance with the terms set forth herein. However, Applicant must execute a Water Service Agreement and fund the Sewer Facilities Escrow Agreement within twenty-four (24) months of written notice from the City that it is able to accept flows from the Property for treatment at the WWTP owned by _____. If the Applicant fails to enter a Water Service Agreement and execute and fund the Water Facilities Escrow Agreement within that twenty-four (24) month period, then this Agreement shall terminate and the Applicant shall immediately forfeit its reservation of LUEs and the payment of Water Capacity Fees. Applicant can request an extension for an additional two years.

6. If the City does not obtain the reserved water capacity as provided for in the Contract, the City shall refund the sum of _____ (\$0.00) Dollars to the Applicant, less any costs incurred by the City for legal, engineering and other expenses associated with this Agreement and the Project.

7. Approvals. The Applicant agrees to proceed expeditiously with the securing of any and all approvals necessary to develop the Project, which shall be accomplished at the sole cost and expense of the Applicant.

8. No Agency. The Applicant is not an agent of the City, nor is the City conducting a joint venture with the Applicant, and the Applicant will not represent to the contrary at any time.

9. Law, Venue, Modifications. This Agreement shall be interpreted in accordance with the laws of the State of Texas and shall be binding upon the respective parties, their successors, heirs and assigns. It is understood and agreed that this Agreement constitutes all of the terms and conditions that have been agreed upon by the parties and this Agreement may only be modified by a written document executed by both parties hereto. If any disputes should arise pursuant to the terms and conditions of this Agreement, it is understood and agreed that jurisdiction and venue for any such disputes shall be in the State District Court of Williamson County.

10. Boycotts/Foreign Business Engagements.

(a). Israel Boycotts. The Owner hereby verifies 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 Amendment is a contract for goods or services, will not boycott Israel during the term of this Amendment. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Owner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

(b) Foreign Business Engagements. The Owner represents that neither it nor any of its respective parent companies, 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 websites, below:

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

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Owner and its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

(c) Firearm Entity Boycotts. To the extent this Amendment 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 Owner 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 Amendment 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 The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

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

HB 1295 Compliance. Section 2252.908 of the Texas Government Code requires that for certain types of contracts, you must fill out a conflict-of-interest form ("Disclosure of Interested Parties") at the time you submit your signed contract to the District. 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. The City has no obligation under this Amendment until such form is accurately completed and properly submitted, and any City obligation is conditioned on such proper completion and submission.

11. Entire Agreement. This Agreement contains the entire agreement of the City and Applicant. Any change to this Agreement shall be effective only if it is written and executed by the City and the Applicant.

12. Effective Date. The date of this Agreement is the date on which it is executed by the last party to do so.

IN WITNESS WHEREOF, the City and the Applicant have caused this Agreement to be executed by their appropriate representatives, all of whom have been duly authorized to do so, on the date set opposite their respective names.

[Signatures follow below]

AGENDA ITEM REPORT

8.4.



To: City Council
Subject: Consideration and possible action approving Resolution No. R-2023-342 approving the First Amendment to the Second Amendment to the Durango Farms Development Agreement (Matt Rector)
Meeting: Thursday, December 14, 2023
Department: Engineering /
Staff Contact: Matt Rector

BACKGROUND INFORMATION:

The First Amendment to the Second Amended Development Agreement for Durango Farms provides for the PID Consideration Fee to be used for any lawful purpose, for a Transportation Impact Fee Credit of \$299.099.00, and a Planned Unit Development amendment to reduce the riparian setback.

SUMMARY OF REQUEST:

Engineering staff confirms that the project is eligible to receive the requested credit.

STAFF REVIEW:

Staff recommends approval

FISCAL NOTES:

This is a credit against future Transportation Impact Fees. At this point, it is estimated that Durango Farms TIF fees will exceed the amount of the total credit. Finance is supportive of this action.

ATTACHMENTS:

1. Hutto Resolution Durango 1st Amd to 2nd AR DA 12.08.23 R-2023-342
2. Hutto First Amd to Second AR DA 12.14.23
3. Credit Application
4. TIF Exhibit
5. Credit spreadsheet
6. Sheet from Master Plan

RESOLUTION NO. R-2023-342

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, AUTHORIZING THE CITY MANAGER EXECUTE THE FIRST AMENDMENT TO THE SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR DURANGO FARMS BETWEEN MA PARTNERS LLC, A TEXAS LIMITED LIABILITY COMPANY AND THE CITY OF HUTTO, TEXAS; PROVIDING PROPER NOTICE AND MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires authorize the City Manager execute the First Amendment to the Second Amended and Restated Development agreement for Durango Farms between MA Partners LLC, a Texas Limited Liability Company, and the City of Hutto, Texas.

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 authorizes the City Manager execute the First amendment to the Second Amended and Restated Development agreement for Durango Farms between MA Partners LLC, a Texas Limited Liability Company, and the City of Hutto, Texas, Attachment “A”, incorporated herein for all intents and 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 December, 2023.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

**FIRST AMENDMENT TO THE SECOND AMENDED AND RESTATED
DEVELOPMENT AGREEMENT**

This First Amendment to the Second Amended and Restated Development Agreement ("Amendment") dated September 16, 2021, is entered into to be effective as of the ____ day of _____, 2023 (the "Effective Date"), by and between the City of Hutto, Texas (the "City"), a home rule city organized under the laws of the State of Texas, and MA Durango Farms, LLC, a Texas limited liability company (the "Owner"). The City and the Owner are, collectively, the "Parties" to this Amendment.

RECITALS

WHEREAS, City and Owner are parties to that certain Second Amended and Restated Development Agreement dated September 16, 2021 (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement as set forth, herein; and

WHEREAS, all provisions of the Agreement remain the same, unless specifically modified herein.

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

**ARTICLE I
RECITALS**

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

**ARTICLE II
AMENDMENTS TO USE OF CITY PID FEE**

Paragraph 4.3 of the Agreement, **Owner Additional Contributions to Project**, subparagraph (a) is hereby deleted and replaced with the following:

- (a) Owner agrees to pay to the City the City PID Fee on a per lot, per multifamily unit, or per commercial square foot, phase-by-phase basis as set forth in this section and as more particularly described on **Exhibit F** attached to the Agreement. The total City PID Fee for each phase shall be based on the number of residential lots, multifamily units, and commercial square footage included within the applicable phase of the Project in which reimbursements have been requested by Owner, and/or Assessments have been levied, as applicable. Following the issuance of PID Bonds, if Owner is not in material default under this Agreement, the City PID Fee for that phase will be payable 30 days from the date that the first building permit is issued by the City for a structure in that phase. If a building permit has been issued prior to the issuance of PID Bonds for a given phase, the City PID Fee for that phase will be due and payable 30

ATTACHMMENT “A”

days from the date the trustee receives the PID Bond proceeds. The dollar amount of the City PID Fee shall not be reduced or increased regardless of whether any PID Proceeds for the particular phase(s) are less than or more than the estimated amount as of the effective date of this Agreement. City PID Fees received by the City shall be deposited into the City PID Fee Account and used for any lawful purpose. If any phase has not had a building permit issued by February 1, 2024, Owner shall pay whatever outstanding amount of the City PID Fee remains unpaid. Such payment by Owner shall not release City from its obligation to disburse PID Proceeds.

ARTICLE III ZONING

Article III of the Agreement, **Annexation and Zoning**, is amended by adding the following paragraph 3.3:

3.3 Owner shall file an application to amend the PUD to remove riparian setbacks on the multi-family site on the Project east of FM 1660. The City will support the application, but nothing, herein, shall be construed to be an agreement to zone the Property in a certain manner.

ARTICLE IV PUBLIC IMPROVEMENTS

Article V of the Agreement, **Public Improvements**, is amended by adding the following paragraphs 5.4 and 5.5:

5.4 **FM 1660 Improvements.** TXDOT has preliminarily approved items (a) through (d) immediately below, for access to the multi-family site on the Project east of FM 1660. The City agrees to these improvements, as such may be modified and approved by TXDOT during the final design and engineering:

- (a) full-service turns into the site, excluding left-in;
- (b) install “porkchop” in centerline of road and signage regarding no left turn-in;
- (c) private driveway may be installed on north property line;
- (d) connection may be made to neighborhood to the east, but only through an in and out gate with knox box;
- (e) If requested by Owner, the City will process a change order to existing engineered project (being 1660/Limmer Loop) . Owner shall be responsible for all of the additional design and construction costs as a result of the changes set forth, herein, requested by Owner. Not more than 30 days prior to work beginning, and upon request by City, Owner shall escrow 110% of the estimated cost of such additional work (as determined by HNTB) with City pursuant to an Escrow agreement. Such Escrow agreement shall provide that Owner is responsible for any costs in excess of the amount deposited into escrow, and will receive back any funds remaining.

5.5 **Impact Fee Credits.** The Owner has filed an application for a transportation impact fee credit (the “Fee Credit”) equal to \$299,099.00. The Fee Credit represents the amount that Owner spent on FM 1660 and Mager Lane improvements in excess of amounts to be

ATTACHMENT “A”

reimbursed through the PID, which improvements were included in City’s CIP program as Project A21. Owner has submitted Owner’s expenditures in the application for the Fee Credit, and City has approved and verified the costs expended by Owner. The Fee Credit shall only be used within the Project. The Fee Credit may be used within the Project by the Owner, its affiliates, or third party designated by the Owner which is building or developing within the Project. The Owner shall provide City a list of parties that qualify for use of the Fee Credit, and how much Fee Credit each such party may use before the City will Provide a Fee Credit to such party.

ARTICLE V PID REIMBURSEMENT

As of the Effective Date of this Amendment, Owner has spent \$924,175.34 in PID Eligible Costs that have not been reimbursed to Owner. City agrees that when the City PID Fee is released to City under Par. 4.3(a) for capital expenditures that benefit the District, that the City will at that time authorize the release of one-half of the \$924,175.34 (if it has not otherwise been released).

ARTICLE VI PROVISIONS REQUIRED BY TEXAS GOVERNMENT CODE

6.1 Boycotts/Foreign Business Engagements.

(a). Israel Boycotts. The Owner hereby verifies 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 Amendment is a contract for goods or services, will not boycott Israel during the term of this Amendment. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, ‘boycott Israel’ means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Owner understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

(b) Foreign Business Engagements. The Owner represents that neither it nor any of its respective parent companies, 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 websites, below:

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

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Owner and its respective parent companies, wholly- or majority-

ATTACHMMENT "A"

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

(c) Firearm Entity Boycotts. To the extent this Amendment 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 Owner 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 Amendment against a firearm entity or firearm trade association.

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

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

ATTACHMMENT "A"

6.2 **HB 1295 Compliance.** Section 2252.908 of the Texas Government Code requires that for certain types of contracts, you must fill out a conflict-of-interest form ("Disclosure of Interested Parties") at the time you submit your signed contract to the District. 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. The City has no obligation under this Amendment until such form is accurately completed and properly submitted, and any City obligation is conditioned on such proper completion and submission.

EXECUTED to be effective as of the Effective Date, above.

[SIGNATURE PAGES FOLLOW]

CITY OF HUTTO, TEXAS,
a home rule city and municipal corporation

By: _____
James Earp
City Manager
City of Hutto, Texas
Date: _____

ATTEST:

By: _____
Angela Lewis
City Secretary
City of Hutto

ATTACHMMENT "A"

OWNER

MA Durango Farms, LLC
a Texas limited liability company

By: _____
Name: Wyatt Henderson
Title: Manager

STATE OF TEXAS §
 §
COUNTY OF _____ §

This amendment was acknowledged and verified before me, the undersigned authority, this ____ day of _____, 2023, by Wyatt Henderson, as Manager of MA Durango Farms, LLC, a Texas limited liability company, on behalf of said company.

[Seal]

Notary Public State of Texas

PUBLIC WORKS AND ENGINEERING
500 W. Live Oak Street
HUTTO, TX 78634
PH 512-759-4016
FAX 512-759-4017



APPLICATION FOR TRANSPORTATION IMPACT FEE CREDIT

Owner Information	Project Information
Name <u>MA Durango Farms, LLC</u>	Name <u>Durango Farms</u>
Address <u>2121 Midway Rd, Suite 240</u>	Address <u>700 Fm 1660 North</u>
City, ST ZIP <u>Carrollton, TX 75006</u>	City, ST ZIP <u>Hutto, TX 78634</u>
Phone <u>214-702-4248</u>	Final/RePlat Approved? <u>Yes</u> No
Email <u>dhowell@madev.com</u>	Plat Approval Date <u>see attached d</u>
	Building Permit Submitted? <u>Yes</u> No
	Date of Submission <u>multiple dates</u>

Claims for credit must be submitted prior to the time of application for a building permit, final plat, or replat as applicable. Any claim not so made shall be deemed waived.

Total TIF Required	Credit Information
Total Credit Requested	\$ <u>1,017,080</u>
Type of Credit Applied For: (check one)	\$ <u>281,099</u>
☐ CONTRIBUTION (attach a description of the project along with the following) 1. A certified copy of the development agreement in which the contribution was agreed; 2. If payment has been made, proof of payment; or 3. If payment has not been made, the proposed method of payment	
☐ DEDICATION OF LAND (attach a description of the project along with the following) 1. A drawing and legal description of the land prepared by a Registered Professional Land Surveyor licensed in the State of Texas 2. The appraised fair market value of the land at the date a building permit is proposed to be issued for the traffic generating land development activity, prepared by a professional Texas Real Estate Appraiser; and 3. If applicable a certified copy of the development agreement in which the land was agreed to be dedicated.	
☒ CONSTRUCTION/IMPROVEMENT (attach a description of the project along with the following) 1. The proposed plan of the specific construction prepared by a Professional Engineer licensed in the State of Texas 2. The project costs for the suggested improvements, which shall be based on similar project constructed in the area within the year prior to the project. This estimated cost shall be signed by a professional engineer licensed in the State of Texas. The cost shall include the cost of construction, professional services, and other expenses necessary to the construction/improvement.	

OWNER

Applicant Information
Name <u>MA Durango Farms, LLC</u>
Address <u>2121 Midway Rd, Suite 240</u>
Phone <u>Carrollton, TX 75006</u>
Email <u>whenderson@madev.com</u>
<u>WH</u> <u>10-27-23</u>
Applicant Signature & Date
Owner Signature & Date (if applicant is not owner)

Durango Farms
Plat Recording Dates

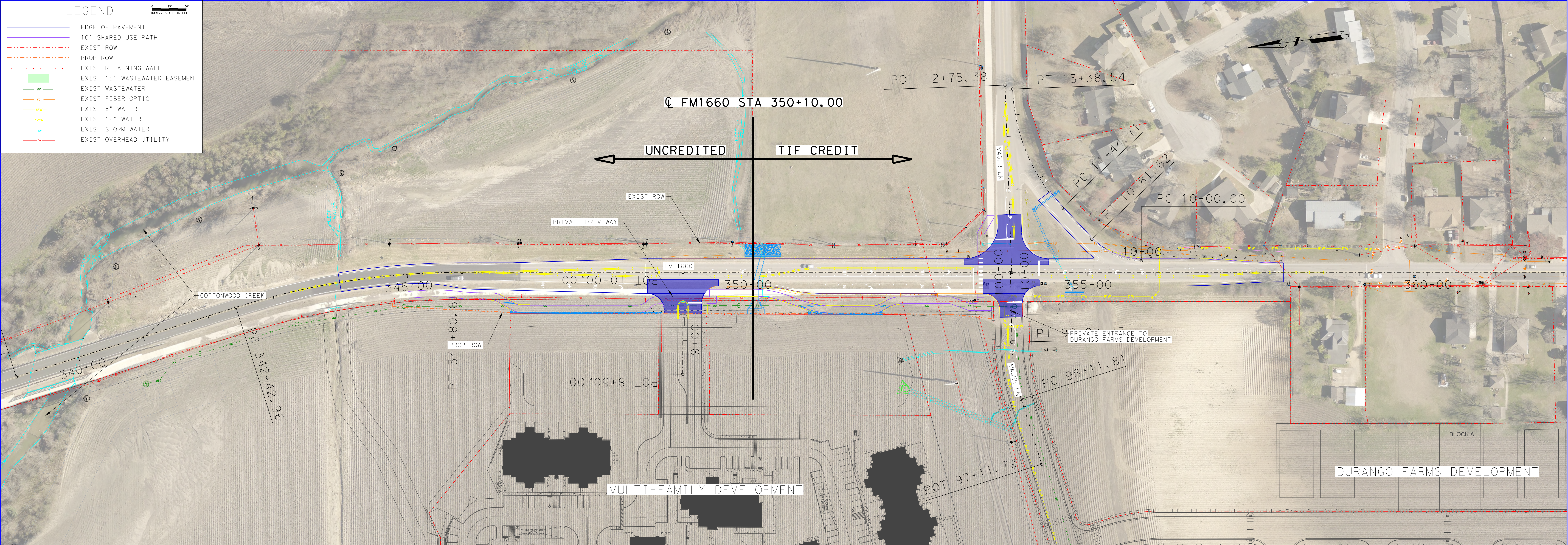
Phase 1 Final Plat	#2020131845	10/26/2020
Phase 1 Amended Plat	#2021112761	07/27/2021
Phase 2 Final Plat	#2022042897	04/05/2022
Phase 3 Final Plat	Not recorded	

Durango Farms Transportation Impact Fee Credit Worksheet

Land Use	Development Units	Units	Vehicle Miles Per		Total Vehicle Miles	Impact Fee per		Total Fee
			Development	Unit		Development	Mile	
Phase 1 Single Family Lots (Amended Plat Only)	Dwelling Units	10	5.10		51.00	\$ 784.31	\$	40,000
Phase 1 Daycare	1,000 SF	10,700	57.94		619,958	\$ 400.00	\$	247,983
Phase 1 Office	1,000 SF	9,300	8.94		83,142	\$ 400.00	\$	33,257
Phase 2 Single Family Lots	Dwelling Units	112	5.10		571.20	\$ 784.31	\$	447,998
Phase 3 Condos	Dwelling Units	100	3.16		316.00	\$ 784.31	\$	247,842
						Total Impact Fee	\$	1,017,080
						Total Credited	\$	(735,981)
						Remaining Impact Fee	\$	281,099
						Total Costs spent	\$	2,491,075
						Total Funded by PID	\$	1,593,922
							\$	(897,153)

Notes:

1) Residential Fee = \$784.31 / VM
2) Non-Residential Fee = \$400 / VM





OPINION OF PROBABLE COST- TIF CREDIT AREA

FM 1660 Widening At Mager Ln
CSJ: 1566-01-N/A

					HNTB - OPC dated 6-9-21 from PID Engineering Report		ProDirt Contract	
ITEM CODE		ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COSTS	UNIT PRICE	COSTS
100	6002	PREPARING ROW	STA	8	\$ 3,500.00	\$ 28,000.00	\$ 1,000.00	\$ 8,000.00
104	6009	REMOVING CONC (RIPRAP)	SY	55	\$ 11.00	\$ 605.00	\$ 75.00	\$ 4,125.00
104	6015	REMOVING CONC (SIDEWALKS)	SY	463	\$ 18.00	\$ 8,334.00	\$ 75.00	\$ 33,825.00
104	6021	REMOVING CONC (CURB)	LF	171	\$ 8.00	\$ 1,368.00	\$ 25.00	\$ 7,825.00
105	6020	REMOVING STAB BASE & ASPH PAV (12")	SY	1085	\$ 5.00	\$ 5,425.00	\$ 15.00	\$ 21,555.00
110	6001	EXCAVATION (ROADWAY)	CY	864	\$ 9.00	\$ 7,776.00	\$ 20.00	\$ 13,960.00
132	6004	EMBANKMENT (FINAL)(DENS CONT)(TY B)	CY	988	\$ 6.00	\$ 5,928.00	\$ 19.00	\$ 16,055.00
160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	1955		\$ -	\$ 3.00	\$ 5,865.00
164	6003	BROADCAST SEED (PERM) (RURAL) (CLAY)	SY	1955		\$ -	\$ 1.50	\$ 2,932.50
164	6009	BROADCAST SEED (TEMP) (WARM)	SY	978		\$ -	\$ 1.40	\$ 1,369.20
164	6011	BROADCAST SEED (TEMP) (COOL)	SY	978		\$ -	\$ 1.40	\$ 1,369.20
166	6001	FERTILIZER	AC	1		\$ -	\$ 2,500.00	\$ 1,250.00
168	6001	VEGETATIVE WATERING	MG	34		\$ -	\$ 250.00	\$ 8,500.00
169	6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	1955		\$ -	\$ 2.00	\$ 3,910.00
216	6001	PROOF ROLLING	HR	14		\$ -	\$ 185.00	\$ 2,590.00
247	6366	FL BS (CMP IN PLC)(TY A GR 5)(FNAL POS)	CY	933	\$ 46.00	\$ 42,918.00	\$ 65.00	\$ 67,860.00
310	6001	PRIME COAT (MULTI OPTION)	GAL	612	\$ 4.00	\$ 2,448.00	\$ 6.00	\$ 2,514.00
347	6001	TOM (ASPHALT)	TON	15	\$ 154.00	\$ 2,310.00	\$ -	\$ -
347	6002	TOM-C (AGGREGATE)	TON	237	\$ 98.00	\$ 23,226.00	\$ -	\$ -
400	6001	STRUCT EXCAV	CY	94	\$ 7.00	\$ 658.00	\$ 35.00	\$ 7,105.00
400	6005	CEM STABIL BKFL	CY	61		\$ -	\$ 300.00	\$ 18,300.00
400	6006	CUT & RESTORING PAV	SY	418		\$ -	\$ 150.00	\$ 62,700.00
402	6001	TRENCH EXCAVATION PROTECTION	LF	60	\$ 8.00	\$ 480.00	\$ 25.00	\$ 1,450.00
403	6001	TEMPORARY SPL SHORING	SF	480		\$ -	\$ 150.00	\$ 72,000.00
416	6030	DRILL SHAFT (TRF SIG POLE) (24 IN)	LF	12		\$ -	\$ 290.00	\$ 3,480.00
416	6031	DRILL SHAFT (TRF SIG POLE) (30 IN)	LF	28		\$ -	\$ 350.00	\$ 9,800.00
416	6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	32		\$ -	\$ 400.00	\$ 12,800.00
420	6074	CL C CONC (MISC)	CY	35		\$ -	\$ 800.00	\$ 28,000.00
432	6001	RIPRAP (CONC)(4 IN)	CY	36	\$ 439.00	\$ 15,804.00	\$ 800.00	\$ 37,600.00
432	6031	RIPRAP (STONE PROTECTION)(12 IN)	CY	47		\$ -	\$ 700.00	\$ 32,900.00
432	6045	RIPRAP (MOW STRIP)(4 IN)	CY	12	\$ 437.00	\$ 5,244.00	\$ 850.00	\$ 25,500.00
450	6103	RAIL (TY PR11)	LF	339		\$ -	\$ 250.00	\$ 84,750.00
460	6005	CMO(GAL STL 36 IN)	LF	32	\$ 102.00	\$ 3,264.00	\$ -	\$ -
462	6010	CONC BOX CULV (6 FT X 3 FT)	LF	67	\$ 446.00	\$ 29,882.00	\$ 750.00	\$ 50,250.00
464	6008	RC PIPE (CL III)(36 IN)	LF	36		\$ -	\$ 75.00	\$ 2,700.00
464	6025	RC PIPE (CL V)(18 IN)	LF	38	\$ 113.00	\$ 4,294.00	\$ 95.00	\$ 3,610.00
464	6030	RC PIPE (ARCH)(CL III)(DES 1)	LF	57		\$ -	\$ 210.00	\$ 11,970.00
466	6134	HEADWALL (CH - PW - S) (DIA= 36 IN)	EA	1	\$ 6,552.00	\$ 6,552.00	\$ 16,000.00	\$ 16,000.00
466	6134	HEADWALL (CH - PW - S) (DIA= 48IN)	EA	2	\$ 6,669.00	\$ 13,338.00	\$ -	\$ -
466	6151	WINGWALL (FW - O) (HW=4 FT)	EA	1	\$ 6,660.00	\$ 6,660.00	\$ 18,000.00	\$ 18,000.00
466	6181	WINGWALL (FW-S) (HW=6 FT)	EA	1	\$ 14,399.00	\$ 14,399.00	\$ 24,000.00	\$ 24,000.00
467	6356	SET (TY II) (18 IN) (RCP) (3: 1) (C)	EA	1	\$ 874.00	\$ 874.00	\$ 2,200.00	\$ 2,200.00
467	6358	SET (TY II) (18 IN) (RCP) (4: 1) (C)	EA	1	\$ 997.00	\$ 997.00	\$ 2,500.00	\$ 2,500.00
467	6441	SET (TY II) (36 IN) (CMP) (4: 1) (C)	EA	1	\$ 3,782.00	\$ 3,782.00	\$ 3,500.00	\$ 3,500.00
496	6004	REMOV STR (SET)	EA	2	\$ 428.00	\$ 856.00	\$ 1,500.00	\$ 7,500.00
496	6006	REMOV STR (HEADWALL)	EA	1		\$ -	\$ 2,000.00	\$ 2,000.00
496	6007	REMOV STR (PIPE)	LF	75	\$ 16.00	\$ 1,200.00	\$ 50.00	\$ 3,750.00
496	6099	REMOVE STR (RAIL)	LF	110	\$ 59.00	\$ 6,490.00	\$ 80.00	\$ 8,720.00
500	6001	MOBILIZATION	LS	1	\$ 58,000.00	\$ 58,000.00	\$ 68,932.00	\$ 68,932.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	3	\$ 8,277.00	\$ 24,831.00	\$ 15,000.00	\$ 75,000.00
506	6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	90		\$ -	\$ 40.00	\$ 3,600.00
506	6011	ROCK FILTER DAMS (REMOVE)	LF	90		\$ -	\$ 15.00	\$ 1,350.00
506	6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	1653		\$ -	\$ 4.00	\$ 6,612.00
506	6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	1653		\$ -	\$ 2.00	\$ 3,306.00
512	6009	PORT CTB (FUR& INST)(LOWPROF)(TY1)	LF	986	\$ 33.00	\$ 32,538.00	\$ -	\$ -
512	6010	PORT CTB (FUR& INST)(LOWPROF)(TY 2)	LF	93	\$ 53.00	\$ 4,929.00	\$ -	\$ -
512	6057	PORT CTB (REMOVE)(LOWPROF)(TY1)	LF	986	\$ 9.00	\$ 8,874.00	\$ -	\$ -
512	6058	PORT CTB (REMOVE)(LOWPROF)(TY2)	LF	93	\$ 14.00	\$ 1,302.00	\$ -	\$ -
529	6008	CONC CURB & GUTTER (TY II)	LF	215	\$ 20.00	\$ 4,300.00	\$ 35.00	\$ 4,795.00
529	6019	CONC CURB (TY F)	LF	199		\$ -	\$ 195.00	\$ 38,805.00
529	6038	CONC CURB (RIBBON)	LF	40	\$ 26.00	\$ 1,040.00	\$ 30.00	\$ 1,200.00
531	6002	CONC SIDEWALKS (4")	SY	430	\$ 51.00	\$ 21,930.00	\$ 70.00	\$ 14,210.00
531	6004	CURB RAMPS (TY 1)	EA	2	\$ 1,748.00	\$ 3,496.00	\$ 2,000.00	\$ 4,000.00
540	6001	MTL W-BEAM GD FEN (TIM POST)	LF	237	\$ 21.00	\$ 4,977.00	\$ 55.00	\$ 33,605.00
540	6016	DOWNSTREAM ANCHOR TERMINAL SECTION	EA	1	\$ 1,519.00	\$ 1,519.00	\$ 2,500.00	\$ 2,500.00
544	6001	GUARDRAIL END TREATMENT (INSTALL)	EA	1	\$ 2,648.00	\$ 2,648.00	\$ 6,500.00	\$ 19,500.00
618	6046	CONDT (PVC) (SCH 80) (2")	LF	75		\$ -	\$ 40.00	\$ 3,000.00
618	6053	CONDT (PVC) (SCH 80) (3")	LF	480		\$ -	\$ 41.00	\$ 19,680.00
618	6054	CONDT (PVC) (SCH 80) (3") (BORE)	LF	700		\$ -	\$ 50.00	\$ 35,000.00
620	6007	ELEC CONDR (NO.8) BARE	LF	1230		\$ -	\$ 2.50	\$ 3,075.00
620	6008	ELEC CONDR (NO.8) INSULATED	LF	1492		\$ -	\$ 3.50	\$ 5,222.00
620	6009	ELEC CONDR (NO.6) BARE	LF	35		\$ -	\$ 4.50	\$ 157.50
620	6010	ELEC CONDR (NO.6) INSULATED	LF	60		\$ -	\$ 5.50	\$ 330.00
624	6002	GROUND BOX TY A (122311)W/APRON	EA	1		\$ -	\$ 2,000.00	\$ 2,000.00
624	6004	GROUND BOX TY B (122322)W/APRON	EA	6		\$ -	\$ 3,000.00	\$ 18,000.00
636	6001	ALUMINUM SIGNS (TY A)	SF	78		\$ -	\$ 45.00	\$ 3,510.00
644	6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	1	\$ 537.00	\$ 537.00	\$ 1,200.00	\$ 2,400.00
644	6076	REMOVE SM RD SN SUP&AM	EA	1	\$ 92.00	\$ 92.00	\$ 500.00	\$ 500.00
658	6098	INSTL OM ASSM (OM-1)(WFLX)GND	EA	5		\$ -	\$ 250.00	\$ 1,250.00
662	6061	WK ZN PAV MRK REMOV (W) 4" (DOT)	LF	157	\$ 1.00	\$ 157.00	\$ -	\$ -
662	6063	WK ZN PAV MRK REMOV (W) 4" (SLD)	LF	5725	\$ 1.00	\$ 5,725.00	\$ -	\$ -
662	6075	WK ZN PAV MRK REMOV (W) 24" (SLD)	LF	102	\$ 8.00	\$ 816.00	\$ -	\$ -
662	6095	WK ZN PAV MRK REMOV (Y) 4" (SLD)	LF	8043	\$ 1.00	\$ 8,043.00	\$ -	\$ -
666	6030	REFL PAV MRK TY I (W)8"(DOT)(100MIL)	LF	453				

686	6031	INS TRF SIG PL AM(S)1 ARM(28')LUM	EA	1		\$ -	\$ 1,200.00	\$ 1,200.00
686	6035	INS TRF SIG PL AM(S)1 ARM(32')LUM	EA	1		\$ -	\$ 1,200.00	\$ 1,200.00
686	6039	INS TRF SIG PL AM(S)1 ARM(36')LUM	EA	1		\$ -	\$ 1,200.00	\$ 1,200.00
686	6047	INS TRF SIG PL AM(S)1 ARM(44')LUM	EA	1		\$ -	\$ 1,200.00	\$ 1,200.00
687	6001	PED POLE ASSEMBLY	EA	2		\$ -	\$ 1,600.00	\$ 3,200.00
688	6003	PED DETECTOR CONTROLLER UNIT	EA	1		\$ -	\$ 350.00	\$ 350.00
688	SUB1	SIGN, PED PUSH BUTTON (9"x15")(R10-eL)	EA	2		\$ -	\$ -	\$ -
3076	6003	D-GR HMA TY-B PG64-22 (EXEMPT)	TON	499	\$ 121.00	\$ 60,379.00	\$ 185.00	\$ 210,530.00
3076	6048	D-GR HMA TY-B PG64-22	TON	270	\$ 74.00	\$ 19,980.00	\$ -	\$ -
3076	6066	TACK COAT	GAL	245	\$ 3.00	\$ 735.00	\$ 260.00	\$ 83,200.00
3081	6008	TOM-C PG76-22 SAC-B	TON	247		\$ -	\$ 275.00	\$ 67,925.00
3084	6001	BONDING COURSE	GAL	996		\$ -	\$ 6.00	\$ 5,976.00
3085	6001	UNDERSEAL COURSE	GAL	908	\$ 4.00	\$ 3,632.00	\$ 6.00	\$ 4,584.00
5001	6002	GEOGRID BASE REINFORCEMENT (TYII)	SY	3046	\$ 2.00	\$ 6,092.00	\$ -	\$ -
6001	6002	PORTABLE CHANGEABLE MESSAGE SIGN	EA	3		\$ -	\$ 20,000.00	\$ 60,000.00
6010	6002	CCTV FIELD EQUIPMENT (DIGITAL)	EA	1	\$ -	\$ -	\$ 750.00	\$ 750.00
6010	SUB1	CISCO IR1101	EA	1		\$ -	\$ -	\$ -
6010	SUB2	MOXA/MEAN WELL POWER SUPPLY	EA	1		\$ -	\$ -	\$ -
6010	SUB3	EDR 810 SWITCH	EA	1		\$ -	\$ -	\$ -
6010	SUB4	AXIS Q6124-E	EA	1		\$ -	\$ -	\$ -
6010	SUB5	AXIS - T94A01 PENDANT KIT FOR MOUNTING CAMERA	EA	1		\$ -	\$ -	\$ -
6010	SUB6	CATSE OUTDOOR CABLE PART VDC5-4DBSG-1K	EA	1		\$ -	\$ -	\$ -
6058	6002	BBU SYSTEM (STAND-ALONE BATT CABINET)	EA	1		\$ -	\$ 1,250.00	\$ 1,250.00
6292	6001	RVDS(PRESENCE DETECTION ONLY)	EA	4		\$ -	\$ 1,250.00	\$ 5,000.00
6292	6002	RVDS(ADVANCE DETECTION ONLY)	EA	2		\$ -	\$ 1,250.00	\$ 2,500.00
6292	SUB1	RADAR PRESENCE DETECTOR COMM CABLE	LF	766		\$ -	\$ -	\$ -
6292	SUB2	RADAR ADVANCED DETECTOR COMM CABLE	LF	351		\$ -	\$ -	\$ -
6367	6002	INSTALLATION OF CELLULAR MODEM	EA	1		\$ -	\$ 750.00	\$ 750.00

* Purchahsed by MA Durango Farms	Prodirt CO #1 - Additional Traffic Signal Components	\$ 62,900.00
	Tiger Traffic - Traffic Signal Components	\$ 35,039.00
* Purchahsed by MA Durango Farms	Wildcat Electric Supply - Traffic Signal Poles	\$ 41,530.00

TOTAL CONSTRUCTION COST	\$ 797,718.16	\$ 1,800,019.90
20% CONTINGENCY	\$ 159,543.63	\$ -
TOTAL ESTIMATED COST	\$ 957,261.79	\$ 1,800,019.90

PM, ENGINEERING, ENVORONMENTAL, CONST CONSULTANT FEE	274,937.40
MANAGEMENT FEE	29691.36
ROW DONATION	69124.4
TOTAL PROJECT COST ESTIMATE	\$ 1,331,014.95

ACTUAL ENGINEERING COSTS	
ENGINEER'S FEE	\$ 347,946.00
ENGINEER'S FEE SUPPLEMENTAL #1	\$ 126,332.00
ENGINEER'S FEE SUPPLEMENTAL #2	\$ 102,488.00
ENGINEER'S FEE SUPPLEMENTAL #3	\$ 6,643.00
ENGINEER'S FEE SUPPLEMENTAL #4	\$ 39,275.00
ENGINEER'S FEE SUPPLEMENTAL #5	\$ 33,597.00
ACTUAL PROJECT COST	\$ 2,456,300.90



CITY OF HUTTO
**MOBILITY
MASTER PLAN**
JULY 2018



ACKNOWLEDGMENTS

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AT A GLANCE

Foundation

This chapter describes the process followed to develop the Hutto MMP.

Vision

The Vision chapter establishes the community's vision, goals, and objectives for the city's transportation system.

Hutto Today

This chapter describes the city of Hutto and its existing transportation system. Current issues are outlined and funding constraints are described.

Hutto Tomorrow

This chapter describes the Hutto transportation system in 2040. Potential issues are outlined.

Master Plan

This chapter outlines the lists of Master Plan projects for the transportation system.

Standards

The Standards chapter outlines the requirements that the system must meet in order to fulfill the goals and objectives identified by the community.

Outcome

This chapter includes the outcomes of the MMP.

FOUNDATION

WHAT IS A MOBILITY MASTER PLAN?

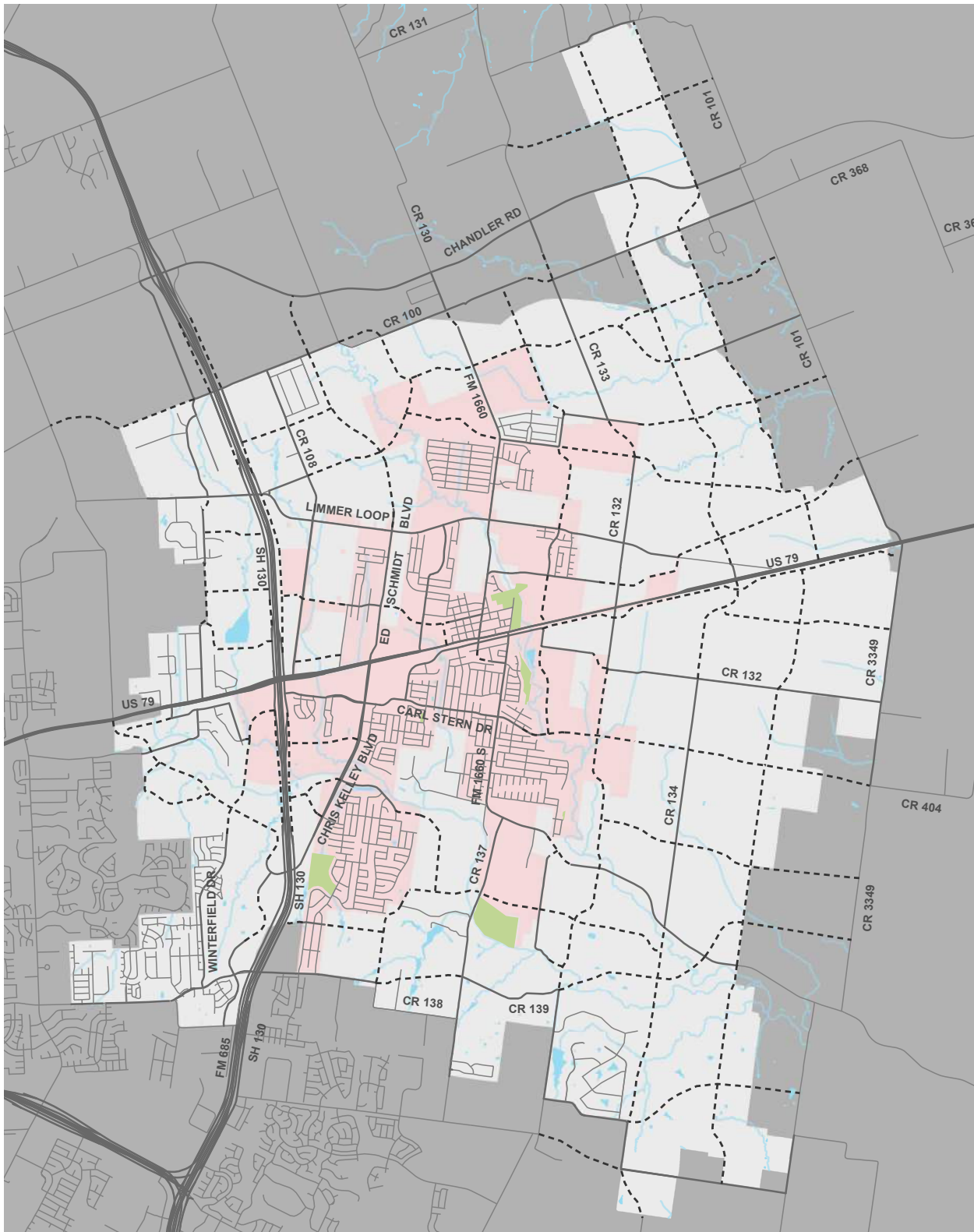
A Mobility Master Plan (MMP) is a long-range plan that sets the vision for a community's transportation system for the next 20 years. This vision is developed through community and stakeholder input and is based on the system's existing needs, opportunities, and anticipated available funding.

The Hutto MMP establishes a 2017 baseline condition and identifies transportation improvements needed through the year 2040. It includes master plan projects for the transportation system for all modes of travel, including walking, biking, driving and transit. The MMP also identifies the requirements that the transportation system must meet in order to fulfill the goals and objectives identified by the community.

The MMP applies to the Hutto city limits and its extended planning area within the Extraterritorial Jurisdiction (ETJ).



Figure 1. Study Area and ETJ



Legend

- | | | |
|---------|---|-------------------------------|
| — | Arterial or Collector Roadway | City Limits |
| - - - - | Planned Arterial or Collector Roadway
(Conceptual Alignment) | Extraterritorial Jurisdiction |
| | | Parks |

How was the MMP created?

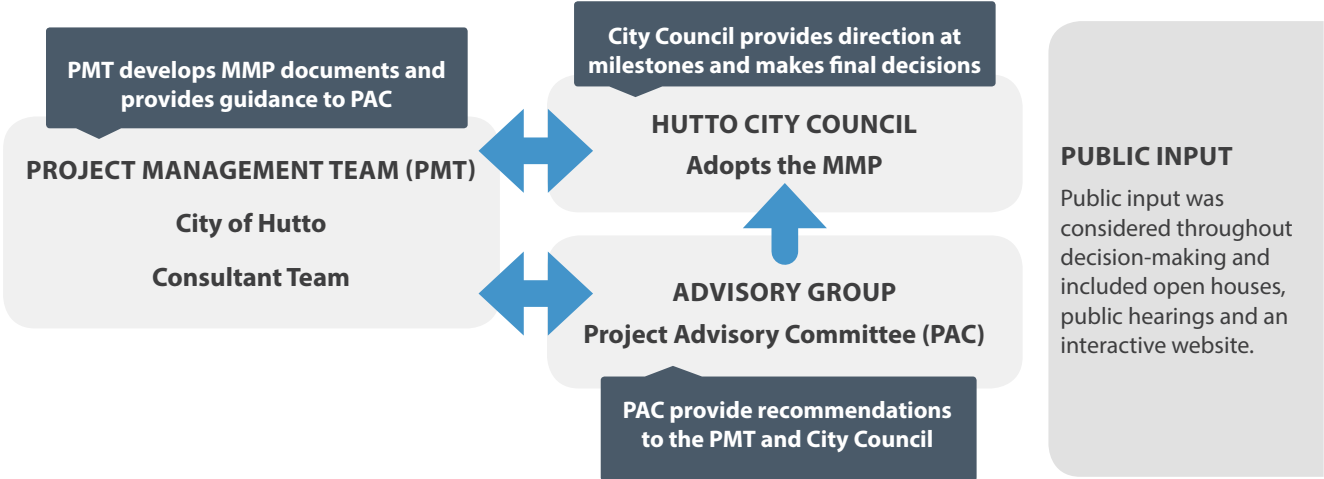
The best way to build a community-supported MMP is through an open, inclusive process. The decision-making structure for this MMP was developed to establish clear roles and responsibilities throughout the project.

Hutto City Council was responsible for all final decisions for this MMP project.

The Project Advisory Committee (PAC) was approved by the City Council to provide community-based recommendations. The PAC was the primary recommendation body for the project team. PAC meetings were open to the public.

Project Management Team (PMT) made recommendations to the City Council based on technical analysis and stakeholder input.

Figure 2. Hutto MMP Decision-Making Structure

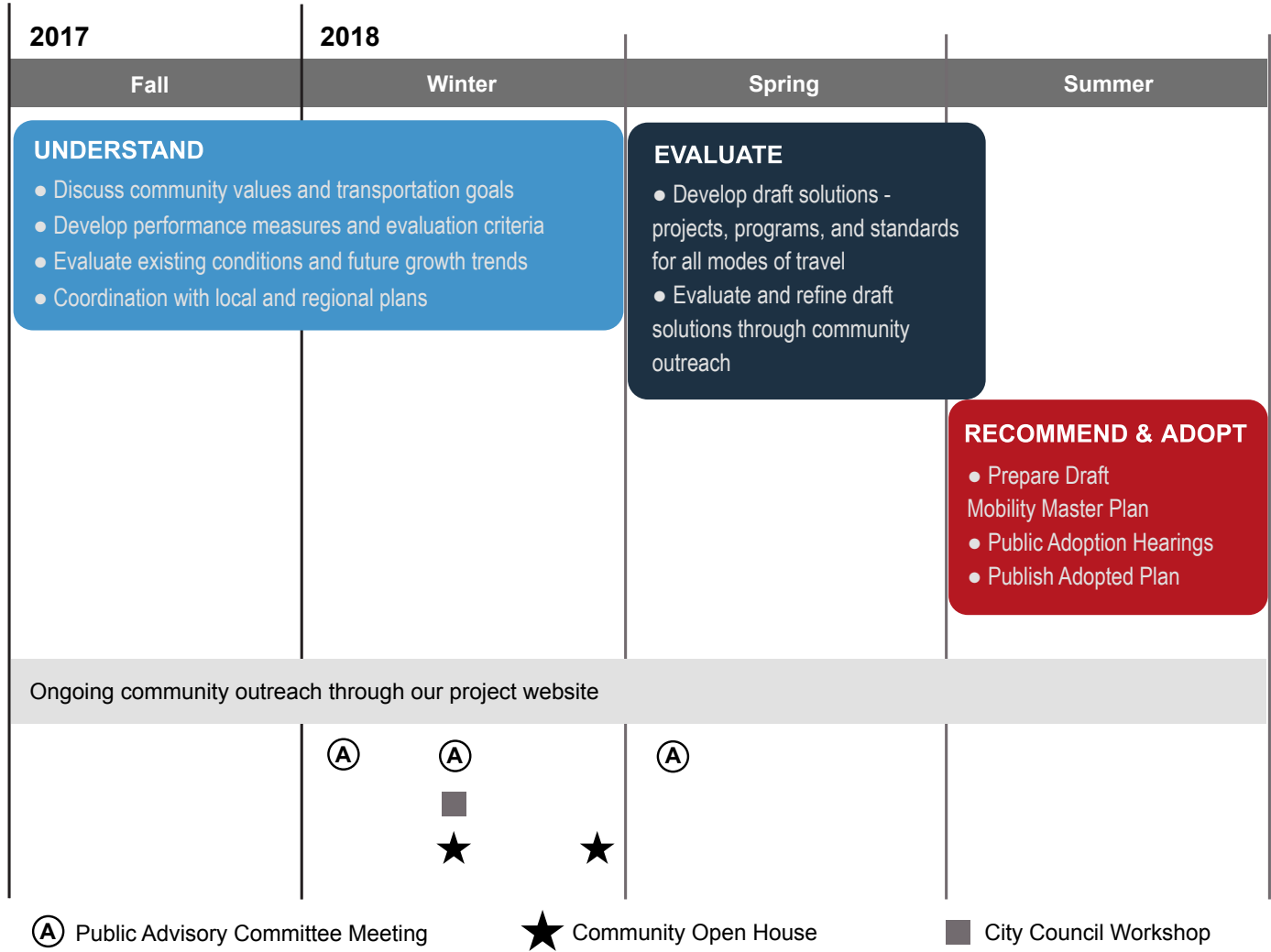


Public Involvement

The strategy used to guide stakeholder and public involvement throughout the MMP process reflects the commitment of the City of Hutto to carry out public outreach that provided community members with the opportunity to weigh in on local transportation concerns and to provide input on the future of transportation within their city.

The City of Hutto involved the public and stakeholders through a series of committee meetings, public open houses, and work sessions with elected officials and by providing project materials through the city’s website. Engaging community members and organizations in the MMP process included engaging with the PAC.

Figure 3. City of Hutto MMP Development Process



VISION

A vision statement is an imaginative description of the desired condition in the future and must align with the community's core values. Goals and objectives create the stepping-stones by which the broad vision is achieved. Goals are brief clear statements of the outcomes that must be achieved to realize the Vision. Goals are broad, measurable, and achievable. Each goal is supported by objectives, which outline the specific actions to be taken to achieve the outcomes described by the goals. The solutions recommended by the MMP must be consistent with the goals and objectives.

SETTING THE DIRECTION

The process of identifying a vision, goals, and objectives uncovers the transportation system that best fits Hutto's values and sets the guide for development and implementation of the MMP.

The goals and objectives from Hutto's 2040 Comprehensive Plan, 2035 Strategic Guide, and Capital Area Metropolitan Planning Organization's (CAMPO) 2040 Regional Transportation Plan provided a starting point for setting the direction for the MMP.

From that review, the project team developed an initial set of goals and objectives for the Hutto MMP. The draft goals and objectives were shared with the Project Advisory and the general public, with further input sought to refine them. After receiving input, the project team created a final set of goals and objectives, and developed corresponding evaluation criteria.

For more information on MMP goals, objectives and evaluation criteria, see Volume 2.

VISION

The design of transportation infrastructure promotes safe, comfortable travel, and shows respect for the city's resources. All transportation modes flow smoothly and safely to and throughout the city, meeting the needs of residents, businesses, visitors, and people of all physical and financial conditions. Connectivity facilitates travel between and within each neighborhood, where walking and biking environments complement development.

MMP GOALS AND OBJECTIVES

Goal 1: An equitable, balanced and well-connected multi-modal transportation system.

OBJECTIVE 1A: Ensure that the transportation system provides equitable access to under-served and vulnerable populations, and is friendly and accommodating to travelers of all ages.

OBJECTIVE 1B: Ensure the pedestrian, and bike thoroughways are clear of obstacles and obstructions (e.g., utility poles, grates).

OBJECTIVE 1C: Provide connections for all modes that meet applicable Hutto and Americans with Disabilities Act (ADA) standards.

Goal 2: Efficient travel to and through the city.

OBJECTIVE 2A: Develop and preserve north-south arterial and collector corridors through the city to provide alternative routes to FM 685 for local traffic, and improve connectivity for local trips.

OBJECTIVE 2B: Develop and preserve east-west arterial and collector corridors through the city to provide alternative routes to Highway 79 for local traffic, and improve connectivity for local trips.

OBJECTIVE 2C: Make new or improved transportation connections to enhance system efficiency.

OBJECTIVE 2D: Encourage efficient usage of Highway 79 and FM 685 by distributing travel information to motorists and optimizing operations.

OBJECTIVE 2E: Implement a city mobility standard to help maintain a minimum level of motor vehicle travel efficiency for local streets. State and county standards for mobility will be supported by the city on facilities under the respective jurisdiction.

Goal 3: Safe and active residents.

OBJECTIVE 3A: At high collision locations, improve safety for walking, biking, and driving.

OBJECTIVE 3B: Enhance existing crossings of Highway 79 for safe walking and biking (e.g., install rapid flashing beacons, and aids for vulnerable populations, such as chirpers, at signalized pedestrian crossings).

OBJECTIVE 3C: Provide new crossings for pedestrians and bicyclists where needed.

OBJECTIVE 3D: Improve the visibility of travelers in constrained areas, such as on blind curves.

OBJECTIVE 3E: Promote walking and bicycling by educating users regarding good traffic behavior and consideration for all.

Goal 4: Convenient facilities for pedestrians and bicyclists.

OBJECTIVE 4A Allow more walking and biking by providing for their needs (e.g., street lighting, bike parking).

OBJECTIVE 4B Improve commuting and recreational walking and biking connections to community facilities and amenities.

OBJECTIVE 4C: Enhance way finding signage for those walking and biking, directing them to key routes and destinations.

OBJECTIVE 4D: Make necessary changes to the land development code to allow compatible uses to locate within walking and biking distance of each other (e.g., residential use and employment).

Goal 5: Transit service and amenities that encourage a higher level of ridership.

OBJECTIVE 5A: Locate transit stops where safe and convenient for users.

OBJECTIVE 5B: Encourage transit services and coordinate with transit providers to improve the coverage, quality and frequency of services, where needed.

OBJECTIVE 5C: Provide for transit user needs beyond basic provision of service (e.g., by providing sidewalk and bicycle connections, shelters, benches, technology) to encourage higher levels of use.

OBJECTIVE 5D: Provide connections to designated Park-and-Ride lots.

Goal 6: A resilient transportation system that supports a prosperous and competitive economy.

OBJECTIVE 6A: Avoid impacts to the scenic, natural and cultural resources in the city.

OBJECTIVE 6B: Maintain the existing transportation system assets to preserve their intended function and useful life.

OBJECTIVE 6C: Improve travel reliability and safety with system management solutions.

OBJECTIVE 6D: Establish stable and diverse revenue sources to meet the need for transportation investments in the city.

OBJECTIVE 6E: Design elements of the transportation system to be aesthetically pleasing to through travelers, residents, visitors, and users of adjoining land.

OBJECTIVE 6F: Identify transportation improvements that will enhance access to downtown and other employment.

OBJECTIVE 6G: Improve the freight system efficiency, access, capacity and reliability.

Goal 7: Coordinate with local and state agencies and transportation plans.

OBJECTIVE 7A: Work with the Capital Area Metropolitan Planning Organization and the Central Texas Regional Mobility Authority to promote projects that improve regional linkages.

OBJECTIVE 7B: Develop policy and municipal code language to implement the Mobility Master Plan.

OBJECTIVE 7C: Coordinate transportation projects, policy issues, and development actions with all affected government agencies in the area, including Williamson County and the Texas Department of Transportation.

OBJECTIVE 7D: Coordinate local neighborhood plans and visions with the Mobility Master Plan.

HUTTO TODAY

Hutto is a town full of neighborly charm, located on the outskirts of the Austin-Round Rock Metropolitan Area. Approximately 100 concrete hippos are scattered throughout the “Hippo Capital of Texas,” in tribute to an escaped circus hippo from the early 1900s. This unique town mascot, a family-friendly culture, and a historic downtown full of shops and restaurants has brought over 20,000 new residents to Hutto in the past two decades. The formerly small town — only 1,000 people in 2000 — is now home to nearly 25,000 permanent residents, making it one of the fastest growing cities in America. Extraordinary growth has presented the City of Hutto with the challenge of accommodating new residents while preserving the town’s history and culture. The City has made great strides in improving infrastructure in recent years and will continue to do so in years to come.

Hutto lies at the intersection of State Highway 130 and US Highway 79, about twenty miles north of Austin and eight miles east of Round Rock. These nearby cities attract thousands of commuters from Hutto daily, who primarily use the two major highways to reach their destinations.

Hutto has nine schools, spread out across the city, to accommodate children in the many sprawling residential developments. Despite the proximity to their respective schools, many children are still driven to school.

These characteristics make Hutto unique — and define the key transportation issues that the city seeks to overcome. For more information on current transportation conditions, see Technical Memorandum #2 included in Volume 2.

KEY DESTINATIONS

The first step in planning an effective transportation system is understanding the key destinations throughout the city. These destinations, also called ‘activity generators’, typically fall into the categories of residential areas, employment, shopping, schools, civic buildings, recreation, and entertainment, such as: Downtown Hutto, Hutto Co-Op District and Fritz Park; schools, including Hutto Elementary School, Hutto Middle School, and Hutto High School; places of employment like Hutto Independent School District; and spaces for civic engagement and community like City Hall and the Hutto Public Library.

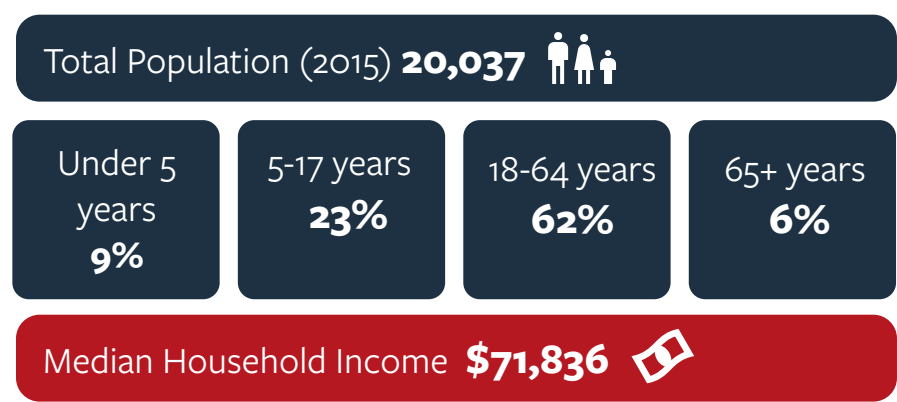
COMMUNITY

Residents

Demographic characteristics such as age and income play a key role in determining mode of transportation. Hutto residents with lower incomes, as well as the youngest and oldest residents, often account for more walking or bicycle trips. Figure 4 highlights key demographics in Hutto.

In Hutto, 48 percentage of residents are minority population, which is below the average of 56 percent in Texas. A higher density of the minority population is located south of Carl Stern Drive and west of Ed Schmidt Boulevard. Low-income residents represent about 18 percent of the population, well below the state average of 38 percentage. The low-income population is evenly distributed throughout the city, with a higher density towards the southeast.

Figure 4. Key Demographics for the City of Hutto



Approximately 9 percent of residents are under five years of age, which is over the statewide average of 7 percent. Approximately 6 percent of residents are 65 years of age or older, which is lower than the statewide average of 11 percent. Residents age 65 years or older are distributed more densely on the east side of the city.

LIVE

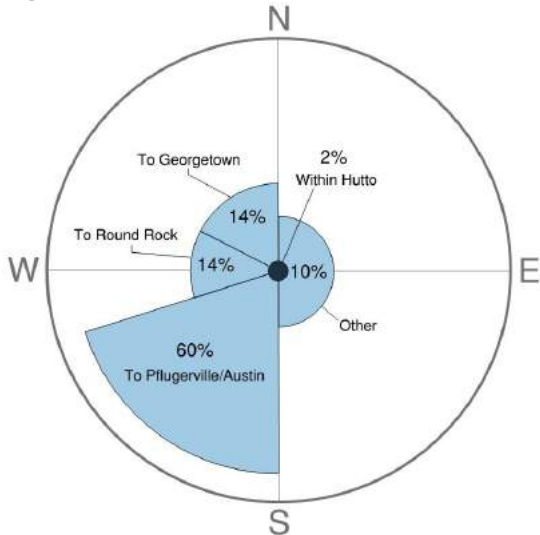
Many of the existing neighborhoods in Hutto are located south of US 79, with only a few located to the north of US 79. Outside of Downtown Hutto, many of these neighborhoods were constructed with large blocks and disconnected streets that make travel distances longer, especially for those walking or biking.

WORK

Most of Hutto’s residents commute to work destinations outside of the city of Hutto. Only 2% of Hutto residents work within Hutto. The commuting patterns of the remaining 98% largely determines the travel demand on major roadways near Hutto during peak travel hours.

Figure 5 shows the directional commuting patterns of Hutto’s residents. The majority of Hutto residents (60%) commute to the south or southwest towards Austin or Pflugerville. Another 28% of commuters travel to either Round Rock or Georgetown. Only 10% of residents commute to a location east of Hutto.

Figure 5. Where Hutto Residents Work



LEARN

School trips account for a sizable portion of travel in Hutto. Having a complete walking and biking network along travel routes surrounding schools and nearby neighborhoods is critical for the overall safety of students. A 2012 parent survey showed that over twenty percent of parents would prefer that their children walk to school. However, gaps in pedestrian or bike facilities prevents many of these students from utilizing these travel options. Currently, only about five percent of students walk to school. The following summarizes schools with incomplete walking networks surrounding them. Newer Schools in Hutto, including Howard Norman Elementary, meet the pedestrian network standards required by the Unified Development Code.

Farley Middle School/Ray Elementary School

Farley Middle School and Ray Elementary School are located in the southeast corner of Hutto, with most students traveling from residential developments to the north or west. A recent project adding sidewalks along FM 1660 South has improved walkability for many students. However, children living in the Glenwood subdivision to the north are still separated from their schools by the high-speed road and must walk significantly longer distances to utilize the new sidewalk facilities. Additional sidewalks connecting the Glenwood subdivision with Swindoll Lane or Country Road (CR) 137 will significantly decrease the walking time for many students and encourage those who currently drive their children to school to allow them to walk.

Hutto High School

Hutto High School is located on the west end of Hutto, adjacent to US Highway 79 and Chris Kelley Boulevard. As the only high school in Hutto, it serves students city-wide. For students who live farther away, walking is not a practical option. Several gaps in the surrounding sidewalk network may discourage those within walking distance. Recent improvements to Chris Kelley Boulevard added a sidewalk on the east side of the road, between US 79 and Carl Stern Drive, as well as a signalized pedestrian crossing at US 79. Sidewalks are also provided through the commercial developments to the north of US 79, but do not extend to nearby residential developments. Potential improvements to the sidewalk network surrounding Hutto High School include the addition of sidewalks along Chris Kelly Boulevard south of Carl Stern Drive, and the extension of existing sidewalks from the commercial area north of US 79 to nearby residences to the north and east.



Sidewalks will connect west of Carl Stern to new developments and subdivisions.

Hutto Elementary School

Hutto Elementary School is located on the east end of Hutto, approximately half a mile north of US 79. The attendance zone for this school includes all residences to the north of US 79 and east of FM 1660. The zone also extends south of US 79 to Carl Stern Drive, between Lone Star Boulevard and CR 199.

The location of Hutto Elementary poses a problem for students living south of US 79, as they must cross the high-speed, high-volume roadway, as well as the

parallel railroad. Students can cross US 79 at FM 1660 South which has a signalized crosswalk on the east side of the intersection. The second option is the Creekside Park trail, which crosses underneath US 79. This option is safer, but is the longer route for most students. In addition to sidewalks along FM 1660 South and Park Street, the overall walkability near Hutto Elementary could be improved with additional sidewalks along Live Oak Street and Mager Lane.

Hutto Middle School/Cottonwood Creek Elementary School

Hutto Middle School and Cottonwood Creek Elementary School are located along Exchange Boulevard to the south of Limmer Loop. The adjacent residences are well connected to the two schools via the sidewalk networks. However, students who live in the development to the north of Limmer Loop or the development on the west side of Ed Schmidt Boulevard must travel along Limmer Loop, which currently lacks sidewalks.

PLAY

Hutto has parks spread throughout the city, with many of the newer neighborhoods having parks within their boundary. The parks, including Hutto Park at Brushy Creek, Fritz Park, Hutto Lake Park, Creekside Park, Country Estates Park, and Glenwood Splash Pad, serve as host sites for several community events and programs.

SHOP

Much of the existing retail and commercial areas for shopping are located in Downtown Hutto, near the US 79 intersection with FM 1660. Additional shopping is located at the west end of the city near Ed Schmidt Boulevard, north of US 79.

CURRENT ISSUES

Hutto's existing transportation system poses issues for all users, including the following:



Pedestrians

- Lack of sidewalks and enhanced pedestrian crossings along major roadways including US 79, portions of Limmer Loop, Ed Schmidt Boulevard, portions of Chris Kelley Boulevard, and other collector roads.
- North-South pedestrian connectivity along US 79 is difficult due to the railroad tracks being the major barrier.
- Crossing US 79 is unsafe without marked crossings and pedestrian signal heads at signalized intersections. Only the signals at Ed Schmidt Boulevard and FM 1660 south offer controlled pedestrian crossings, spaced 1.2 miles apart.
- Inadequate spacing between collector roadways results in long and indirect pedestrian trips within Hutto.
- The east-west railroad tracks create obstacles and safety issues to pedestrians that need to cross the railroad.

Bicyclists

- Lack of bike lanes or sufficient shoulders along arterial and collector roadways, except for a portion of Carl Stern Drive.
- Lack of bicycle wayfinding signage and shared-lane pavement markings on streets.
- Limited bicycle parking near destinations
- Inadequate spacing between collector roadways results in long and indirect bicycle trips within Hutto. Street spacing standards for new neighborhoods should consider more efficient spacing requirements.
- The east-west railroad tracks create obstacles and safety issues to bicyclists that need to cross the railroad tracks.

Transit Users

- Very limited transit services in the city.
- Lack of bus stops and other transit oriented facilities (such as park and ride facilities, and shelters).
- Absence of transit services in residential neighborhoods.

Drivers

- Intersection and roadway performance standards should be adopted.
- Intersections along US 79 often experience increased congestion and long queues during peak hours. Queues are significant at both intersections with FM 1660 during the peak hours.
- The crash rates at two intersections were identified as high when compared to similar intersections in the city: CR 137 and CR 138, US 79 and Chris Kelley Boulevard/Ed Schmidt Boulevard
- Compared to statewide crash data, a segment of Limmer Loop was identified as high crash location: Limmer Loop between State Highway 130 and Saint Patrick's Church.
- Inadequate spacing between collector roadways results in long and indirect driving trips within Hutto. Street spacing standards for new neighborhoods should consider more efficient spacing requirements.



HUTTO TOMORROW

Future land use changes and growth in population, housing, and employment within Hutto and its Extraterritorial Jurisdiction (ETJ) will have a significant impact on the existing transportation system and will create new travel demands. These growth projections and how they translate to new trips on the transportation network are key elements of the future conditions and performance analysis.

The Capital Area Metropolitan Planning Organization (CAMPO) travel demand model is the primary tool used to determine future traffic volumes in Hutto and the surrounding region. CAMPO forecasts travel changes in response to future land use and transportation scenarios. This model translates estimated land uses into person trips, selects travel modes and assigns motor vehicle trips to the roadway network. The CAMPO model was developed with input from local agencies. It is an informational tool to assist with decision making, providing objective and quantitative information exploring the potential impacts of alternative transportation system investments.

FORECASTED POPULATION AND EMPLOYMENT GROWTH

Understanding the influence of area land uses on the transportation system is a key factor in transportation system planning. The amount of land that is to be developed, the types of land uses, and their proximity to each other have a direct relationship to expected demands on the transportation system.

The CAMPO model includes forecasted land uses for the Hutto MMP study area. The land uses reflect Hutto's Comprehensive Plan and growth assumptions identified for the year 2040. Complete land use data sets are developed for both the 2020 base year and 2040 future year (planning horizon). Local land uses were developed with input and review from local agencies. The land use information has been coordinated with all the other jurisdictions in the CAMPO travel area.

Table 1 summarizes baseline and projected future totals for population, households, and employment within the Hutto MMP study area, from which traffic growth estimates were made. These values indicate that growth in employment is expected to outpace residential development as a percentage increase. Today, there is about one job per every two households in Hutto. By 2040, that will increase to about one job per household. This means more residents can live and work in Hutto, potentially decreasing the vehicle miles driven and overall travel time for residents.

Most household growth is assumed to occur around Downtown Hutto and towards the eastern and southern ends of the city, while employment growth is generally assumed to occur around Downtown Hutto and towards the north and southeast ends of the city.

Table 1. Hutto Forecasted Land Use Change

HUTTO AREA	2020	2040	PERCENT INCREASE
Population	51,185	118,599	132%
Household	17,193	42,094	145%
Total Employment	8,453	39,124	363%

Source: CAMPO Travel Demand Model

Note: *These locations are not limited to the city limits and is based on boundaries approximated by the TAZ boundaries and may not match current and future city limits.

FUTURE CONDITIONS WITHOUT IMPROVEMENTS

The population, housing, and employment growth projected to occur through 2040 will result in increased travel demands within and through the city. An evaluation of Hutto's transportation system under these conditions was performed to understand how transportation needs might change if no further investments to improve the system were made.

The forecast generated by analysis of the future 2040 roadway system identifies the following findings. For more information on future traffic volumes and conditions, see Technical Memorandum #3 in Volume 2.

- Motor vehicle congestion will likely exceed acceptable levels at some intersections, with 15 of the 17 study intersections not meeting their respective mobility standard during the 2040 peak hour conditions.
- The demand for walking and biking will increase, but key gaps in the infrastructure to support it will remain and crossing busy streets and the railroad tracks will continue to discourage some trips. This includes gaps around schools, residential neighborhoods, and other key destinations.
- There will likely continue to be safety concerns at several locations in the city, including at two of the 17 study intersections, and along two arterial/collector roadway segments.
- Increased congestion along highways may necessitate the need for improvements for freight travel, including along US 79.
- The railroad tracks will continue to hinder roadway connectivity and access north and south of US 79.



MASTER PLAN

RECOMMENDED PROJECTS

Recommended solutions were developed to be consistent with the project vision and goals and to focus on creating a balanced system able to provide travel options for a wide variety of needs and users. The list of recommended projects was prioritized using guidance provided by the project goals and objectives and with input from three main sources:

- **Stakeholders** (via committee meetings, public open houses, and project website comments)
- **Previous Plans** (such as the Hutto Pedestrian Mobility Plan and Hutto Transit Development Plan)
- **Independent Project Team Evaluation** (Technical Memorandum #2 and #3)

While the recommended projects include all identified projects for improving Hutto's transportation system, regardless of their priority or their likelihood to be funded, the MMP planning process eliminated projects that may not be feasible for reasons other than financial limitations (such as environmental or existing development limitations). The recommended project list is composed of the following categories.

Pedestrian and Bicycle Master Plan projects include sidewalk, path and roadway crossing improvements, and an integrated network of bicycle lanes, marked on-street routes and shared-use paths to facilitate safe and convenient travel citywide.

The Hutto MMP combines a number of pedestrian and bicycle projects with roadway projects. However, the city may seek to develop some walking and biking projects separately from associated roadway projects for a variety of reasons:

- Walking and biking projects are generally less expensive and have less impact than roadway widening projects and most can be accomplished within the existing right-of-way.
- Construction of walking and biking projects can be done in smaller phases or combined with a related maintenance activity like a pavement rehabilitation job.
- Walking and biking projects are generally non-controversial in nature and provide clear safety benefits to the more vulnerable users of the transportation system.

Motor Vehicle Master Plan projects would improve safety and mobility throughout the city for motorists.

To accommodate the forecasted east-west traffic demand through 2040, the US 79 segment through Hutto would need to be widened to at least seven lanes. Highway widening projects were considered but eliminated through the MMP planning process because they would have significant community, environmental, and right-of-way impacts and would require further environmental and technical analysis. In addition, highway widening projects are not financially feasible. Widening of the least expensive minimum logical highway segment would cost in the range of \$15 to \$20 million. The city should continue to pursue, with the region, an alternative east-west high capacity route to accommodate the traffic traveling to locations east of Hutto.

Transit Master Plan projects would enhance the quality and convenience for passengers.

Priorities may change over time and unexpected opportunities may arise to fund particular projects. The city is free pursue any of these opportunities at any time. The development of transportation solutions is summarized in Technical Memorandum #5 included in Volume 2.

ANTICIPATED AVAILABLE FUNDING

For planning purposes, each solution was assigned a primary source of funding (county, state, or other), although such designations do not create any obligation for funding. An estimated \$728 million worth of master plan projects were identified to meet identified needs through 2040. The city expects to fund some of the master plan projects through a Roadway Impact Fee that will be paid by new development. However, a large portion of the investments may not be funded.

Hutto's adopted Roadway Impact Fee will fund a portion of the roadway master plan projects that are located within the current city limits. These projects are identified with an A# on the on the Roadway Master Plan project list and figure. Projects identified with an X# on the Roadway Master Plan project list and figure are located outside of the current city limits and are not included on the roadway impact fee capital improvements plan.

Impact fees are a mechanism for funding the public infrastructure necessitated by new development. They are meant to recover the incremental cost of the impact of each new unit of development creating new infrastructure needs. In the case of roadway impact fees, the infrastructure need is the increased capacity on arterial and collector roadways that serve the overall transportation system. Statutory requirements mandate that impact fees be based on a specific list of improvements identified in the program and only the cost necessitated by new growth over a ten-year period may be considered.

The impact fee capital improvements plan is based on forecasted growth in the city limits of Hutto over a ten-year planning period. This growth was estimated based on population and employment assumptions prepared by the city. Refer to the Hutto Roadway Impact Fee Study in Volume 2 for more information.

MASTER PLAN PROJECTS

The following pages include the Master Plan Projects in table form and on an accompanying maps.

The project design elements depicted are identified for the purpose of creating a reasonable cost estimate for planning purposes. The actual design elements for any project are subject to change and will ultimately be determined through a preliminary and final design process, and are subject to city, county and/or state approval.

Table 2. Roadway Master Plan Projects

PROJECT #	ROADWAY	LIMITS	LENGTH (MI)	NUMBER OF LANES	FUNCTIONAL CLASSIFICATION	TOTAL PROJECT COST
Roadway Projects in City Limits						
A1	CR 109	CR 108 to CR 118 extension	1.42	3	Major Collector	\$9,550,000
A2	CR 118	CR 109 extension to W. of FM 1660	0.07	5	Minor Arterial	\$1,175,000
A3	CR 118	FM 1660 to CR 132 extension	0.50	5	Minor Arterial	\$6,150,000
A4	CR 132	FM 1660 to CR 109 extension	0.90	2	Minor Collector	\$3,500,000
A5	CR 132	FM 1660 to Carol Drive extension	0.53	2	Minor Collector	\$850,000
A6	CR 132	CR 118 extension to N. of Bosque Drive	0.54	2	Minor Collector	\$2,125,000
A7	CR 132	Carol Drive extension to S. of Bosque Drive	0.20	2	Minor Collector	\$400,000
A8	CR 132	W. of CR 133 to E. of CR 133	0.41	2	Minor Collector	\$825,000
A9	CR 132 Realignment	CR 132 to CR 133	0.42	5	Minor Arterial	\$4,925,000
A10	CR 132	CR 132 Realignment to S. of CR 132 extension	0.17	5	Minor Arterial	\$1,800,000
A11	CR 132	Carol Drive extension to CR 132 Realignment	0.68	3	Major Collector	\$3,675,000
A12	Carol Drive	Limmer Loop to CR 132	0.79	2	Minor Collector	\$3,075,000
A13	Carol Drive	Magner Lane to US 79	0.44	2	Minor Collector	\$1,700,000
A14	FM 1660	City limits to 982 ft. S. of City limits	0.19	3	Major Collector	\$725,000
A15	FM 1660	982 ft. S. of City limits to N. of Blanco Drive	0.29	3	Major Collector	\$750,000
A16	FM 1660	N. of Blanco Drive to CR 132	0.21	3	Major Collector	\$800,000
A17	FM 1660	CR 132 to Carrington Street	0.08	3	Major Collector	\$475,000
A18	FM 1660	Sylvan Street to N. of Limmer Loop	0.17	3	Major Collector	\$450,000
A19	FM 1660	N. of Limmer Loop to Limmer Loop	0.09	3	Major Collector	\$325,000
A20	FM 1660	Limmer Loop to S. of Limmer Loop	0.12	3	Major Collector	\$400,000
A21	FM 1660	Magner Lane to Front Street	0.65	3	Major Collector	\$3,500,000

PROJECT #	ROADWAY	LIMITS	LENGTH (MI)	NUMBER OF LANES	FUNCTIONAL CLASSIFICATION	TOTAL PROJECT COST
A22	Limmer Loop	E. of Innovation Boulevard to Ed Schmidt Boulevard	0.61	5	Minor Arterial	\$4,725,000
A23	Limmer Loop	E. of Ed Schmidt Boulevard to Adriana Lane	0.49	5	Minor Arterial	\$3,575,000
A24	Limmer Loop	Adriana Lane to FM 1660	0.23	5	Minor Arterial	\$1,575,000
A25	Limmer Loop	FM 1660 to Carol Drive	0.60	5	Minor Arterial	\$4,325,000
A26	Limmer Loop	Carol Drive to City limits	0.19	5	Minor Arterial	\$1,325,000
A27	Magner Lane	E. of CR 132 to Limmer Loop	0.38	3	Major Collector	\$2,050,000
A28	Magner Lane	Carol Drive to E. of Kates Way	0.25	3	Major Collector	\$750,000
A29	Magner Lane	E. of Kates Way to City limits	0.09	3	Major Collector	\$275,000
A30	Silo Street	US 79 to Live Oak Street	0.20	3	Major Collector	\$1,075,000
A31	Live Oak Street	Short Street to E. of Ed Schmidt Boulevard	0.50	3	Major Collector	\$2,675,000
A32	Ed Schmidt Boulevard	S. of Emory Farms Avenue to Limmer Loop	0.84	5	Minor Arterial	\$5,175,000
A33	Emory Farms Avenue	Alliance Boulevard to Innovation Boulevard	0.41	3	Major Collector	\$2,200,000
A34	Emory Farms Avenue	W. of Innovation Boulevard to SH 130 NB Service Road	0.16	3	Major Collector	\$875,000
A35	SH 130 NB Service Road	Emory Farms Avenue extension and N. City limits	0.39	2	Major Arterial	\$1,575,000
A36	Spotted Fawn Drive	W. City limits to the Winterfield Drive extension	0.04	2	Minor Collector	\$150,000
A37	Winterfield Drive	Kirkhill Street to SH 130 SB Service Road	0.77	3	Major Collector	\$5,150,000
A38	SH 130 SB Service Road	S. City limits to S. of Carl Stern Drive	0.66	2	Major Arterial	\$2,625,000
A39	SH 130 NB Service Road	S. City limits to S. of Carl Stern Drive	0.63	2	Major Arterial	\$2,500,000
A40	Carl Stern Drive	Cyril Drive to SH 130 NB Service Road	0.37	5	Minor Arterial	\$4,750,000

PROJECT #	ROADWAY	LIMITS	LENGTH (MI)	NUMBER OF LANES	FUNCTIONAL CLASSIFICATION	TOTAL PROJECT COST
A41	Knowles Drive	Chris Kelley Boulevard to SH 130 Service Road	0.62	2	Minor Collector	\$2,400,000
A42	Great Western Drive	Chris Kelley Boulevard to W. City limits	0.05	2	Minor Collector	\$225,000
A43	Riverwalk Drive	Chris Kelley Boulevard to W. City limits	0.18	3	Major Collector	\$1,375,000
A44	Riverwalk Drive	E. of Creston Cove to E. City limits	0.22	3	Major Collector	\$1,500,000
A45	CR 138	W. of Little Lake Road to E. of Dana Drive	0.20	5	Minor Arterial	\$1,300,000
A46	CR 138	CR 197 to E. of Navidad River Drive	0.16	3	Major Collector	\$1,100,000
A47	E-W Roadway	W. of CR 137 to CR 163	0.56	3	Major Collector	\$4,175,000
A48	CR 137	FM 1660 to S. of new E-W Roadway	0.72	3	Major Collector	\$3,500,000
A49	CR 163	S. of FM 1660 to S. of E-W Roadway	0.56	2	Minor Collector	\$1,375,000
A50	FM 1660	King Lane to Swindoll Lane	0.64	3	Major Collector	\$2,650,000
A51	FM 1660	Evans Street to US 79	0.28	3	Major Collector	\$800,000
A52	Jim Cage Lane	Austin Avenue to Evans Street	0.17	2	Minor Collector	\$675,000
A53	US 79	FM 1660 South Intersection	0.09	1	Major Arterial	\$350,000
A54	Front Street	FM 1660 to Front Street extension	0.31	2	Major Collector	\$1,150,000
A55	Front Street	CR 199 to W. of CR 132	0.53	3	Major Collector	\$3,400,000
A56	Front Street	E. of CR 132 to W. of CR 134 extension	0.36	3	Major Collector	\$2,300,000
A57	CR 199	CR 199 extension to W. of CR 199 realignment	0.31	3	Major Collector	\$1,000,000
A58	CR 199 realignment	CR 199 to CR 132	0.20	3	Major Collector	\$1,100,000
A59	CR 199	Front Street to CR 199 extension	0.14	3	Major Collector	\$450,000
A60	CR 199	CR 199 to Carl Stern Drive extension	0.81	2	Minor Collector	\$3,125,000
A61	Carl Stern Drive	Riverbed Pass to CR 199 extension	0.24	3	Minor Arterial	\$1,800,000
A62	Carl Stern Drive	CR 199 extension to E. City limits	0.77	5	Minor Arterial	\$8,600,000

PROJECT #	ROADWAY	LIMITS	LENGTH (MI)	NUMBER OF LANES	FUNCTIONAL CLASSIFICATION	TOTAL PROJECT COST
A63	CR 132	US 79 to N. of Front Street extension	0.03	5	Minor Arterial	\$1,050,000
A64	CR 132	CR 199 to CR 132	0.11	5	Minor Arterial	\$1,300,000
A65	CR 132	CR 199 Realignment to S. City limits	1.06	5	Minor Arterial	\$12,100,000
Total Roadway Project Costs (inside city limits)						\$112,350,000
Roadway Projects outside City Limits						
X1	New E-W Roadway A	Green Pasture to the SH 130 Service Road	0.80	2	Minor Collector	\$2,125,000
X2	New E-W Roadway B	CR 108 to Alliance Boulevard	0.42	2	Minor Collector	\$1,050,000
X3	Live Oak Street	Ed Schmidt Boulevard to city limits	0.17	3	Major Collector	\$850,000
X4	Emory Farms Avenue	Innovation Boulevard to city limits	0.06	3	Major Collector	\$325,000
X5	SH 130 NB Service Road	North of US 79 to Emory Farms Avenue extension	0.50	2	Major Arterial	\$2,225,000
X6	SH 130 SB Service Road	Emory Farms Avenue extension to north of US 79	0.27	2	Major Arterial	\$1,200,000
X7	New E-W Roadway C	Green Pasture to the SH 130 Service Road	0.57	3	Major Collector	\$2,775,000
X8	Green Pasture extension	Hycrest Drive to Haybarn Lane	0.58	3	Major Collector	\$2,875,000
X9	New E-W Roadway D	Haybarn Lane to the SH 130 Service Road	0.53	2	Minor Collector	\$1,325,000
X10	SH 130 NB Service Road	Emory Farms Avenue extension to Limmer Loop	0.52	2	Major Arterial	\$2,500,000
X11	Haybarn Lane realignment	Haybarn Lane Realignment to intersect with Lemens Avenue at Limmer Loop. Close the existing Haybarn Lane connection to Limmer Loop upon completion	0.14	3	Major Collector	\$675,000
X12	Limmer Loop	Etna Way to Lemens Avenue	0.54	3	Minor Arterial	\$2,075,000
X13	Limmer Loop	Lemens Avenue to E. of Innovation Boulevard	1.10	5	Minor Arterial	\$6,650,000

PROJECT #	ROADWAY	LIMITS	LENGTH (MI)	NUMBER OF LANES	FUNCTIONAL CLASSIFICATION	TOTAL PROJECT COST
X14	Limmer Loop	Ed Schmidt Boulevard to city limits	0.16	5	Minor Arterial	\$1,125,000
X15	Ed Schmidt Boulevard	Limmer Loop to Chandler Road	2.39	5	Minor Arterial	\$17,750,000
X16	CR 109	CR 108 to the CR 118 extension	1.42	3	Major Collector	\$7,150,000
X17	CR 109	Limmer Loop to CR 108	0.41	3	Major Collector	\$1,275,000
X18	New E-W Roadway E	SH 130 Service Road and the CR 119 extension	0.86	2	Minor Collector	\$2,125,000
X19	SH 130 NB Service Road	North of Limmer Loop to south of CR 118	0.27	2	Major Arterial	\$1,225,000
X20	SH 130 SB Service Road	North of Limmer Loop to south of CR 118	0.20	2	Major Arterial	\$900,000
X21	CR 108	Limmer Loop to CR 118	1.42	3	Major Collector	\$4,575,000
X22	SH 130 NB Service Road	CR 118 to south of Chandler Road	0.69	2	Major Arterial	\$3,250,000
X23	SH 130 SB Service Road	CR 118 to south of Chandler Road	0.72	2	Major Arterial	\$3,350,000
X24	CR 118	Carmel Creekside Drive to CR 110 at the CR 112 intersection	1.37	5	Minor Arterial	\$11,025,000
X25	CR 118	Carmel Creekside Drive to CR 100	1.38	5	Minor Arterial	\$8,600,000
X26	CR 118	CR 100 to CR 109 extension	0.90	5	Minor Arterial	\$7,325,000
X27	CR 118	CR 109 extension to FM 1660	0.52	5	Minor Arterial	\$4,300,000
X28	FM 1660	City limits to south of CR 100	0.37	3	Major Collector	\$1,050,000
X29	CR 100 / CR 130 intersection	Extend FM 1660 north to connect with the CR 130 intersection with CR 100, and realign the segment of FM 1660 east of the water facility to connect with CR 100. Close the existing FM 1660 connection to CR 100 (west of the water facility) and remove the curved segment of FM 1660 (southeast of the water facility) upon completion	0.19	3	Major Collector	\$925,000

PROJECT #	ROADWAY	LIMITS	LENGTH (MI)	NUMBER OF LANES	FUNCTIONAL CLASSIFICATION	TOTAL PROJECT COST
X30	CR 100	CR 118 extension to CR 130	0.62	3	Major Collector	\$1,950,000
X31	FM 1660	CR 130 to CR 133	0.77	3	Major Collector	\$2,175,000
X32	Chandler Road	SH 130 to FM 1660	3.46	7	Major Arterial	\$28,675,000
X33	Chandler Road	FM 1660 to CR 101	1.99	5	Major Arterial	\$12,000,000
X34	New E-W Roadway F	CR 133 to CR 101	1.94	3	Major Collector	\$9,525,000
X35	CR 101	City limits to Laurel Creek Drive	0.72	3	Minor Arterial	\$2,925,000
X36	New N-S Roadway A	CR 160 extension to CR 101	2.98	3	Major Collector	\$14,600,000
X37	New N-S Roadway B	CR 160 extension to CR 101	3.12	3	Major Collector	\$15,300,000
X38	CR 394	CR 133 to CR 101	1.92	3	Major Collector	\$5,950,000
X39	FM 1660	Chandler Road to north of CR 394	0.30	5	Minor Arterial	\$1,975,000
X40	CR 133 / CR 394 intersection	Realign FM 1660 to connect with CR 394 and extend FM 1660 south to connect with CR 133. Close the existing CR 133 connection to FM 1660 and remove the curved segment of FM 1660 upon completion	0.51	3	Major Collector	\$2,525,000
X41	CR 132	CR 118 extension to FM 1660	0.55	2	Minor Collector	\$1,375,000
X42	CR 132	CR 132 to city limits	0.20	2	Minor Collector	\$575,000
X43	CR 132	CR 132 extension to Rio Grande Avenue	0.09	2	Minor Collector	\$250,000
X44	CR 132	CR 132 extension to west of CR 133	0.26	2	Minor Collector	\$650,000
X45	FM 1660	S. of Limmer Loop to north of Magner Lane	0.33	3	Major Collector	\$950,000
X46	Magner Lane	City limits to west of CR 132	0.13	3	Major Collector	\$400,000
X47	Magner Lane	West of CR 132 to east of CR 132	0.45	3	Major Collector	\$2,200,000
X48	Limmer Loop	City limits to Magner Lane extension	0.93	5	Minor Arterial	\$5,600,000
X49	CR 132	US 79 to city limits	1.19	5	Minor Arterial	\$7,500,000

PROJECT #	ROADWAY	LIMITS	LENGTH (MI)	NUMBER OF LANES	FUNCTIONAL CLASSIFICATION	TOTAL PROJECT COST
X50	CR 133	CR 132 to CR 394	1.33	5	Minor Arterial	\$8,350,000
X51	CR 160	CR 132 extension to CR 160	1.73	5	Minor Arterial	\$13,875,000
X52	New E-W Roadway G	CR 160 extension to CR 101	1.56	3	Major Collector	\$7,650,000
X53	CR 160	CR 101 to CR 160 extension	0.95	5	Minor Arterial	\$6,025,000
X54	CR 132	CR 133 to CR 101	1.74	2	Minor Collector	\$4,300,000
X55	New N-S Roadway C	Limmer Loop to CR 160 extension	1.95	3	Major Collector	\$9,575,000
X56	New N-S Roadway D	CR 132 extension to CR 160	1.45	3	Major Collector	\$7,100,000
X57	CR 132	CR 132 to US 79	2.21	3	Major Collector	\$10,850,000
X58	Limmer Loop	Magner Lane extension to CR 101	1.88	5	Minor Arterial	\$15,075,000
X59	CR 101	US 79 to Limmer Loop extension	0.84	3	Minor Arterial	\$3,400,000
X60	CR 3349	US 79 to CR 404	2.18	3	Minor Arterial	\$8,425,000
X61	Front Street	E. of CR 132 to CR 3349	2.06	3	Major Collector	\$10,100,000
X62	New E-W Roadway H	CR 134 extension to CR 3349	1.53	2	Minor Collector	\$3,775,000
X63	Front Street	W. of CR 132 to E. of CR 132	0.35	3	Major Collector	\$1,725,000
X64	CR 132	N. of Front Street extension to CR 199	0.40	5	Minor Arterial	\$2,675,000
X65	CR 199	W. of CR 199 realignment to CR 199 realignment	0.12	3	Major Collector	\$400,000
X66	CR 132	CR 199 realignment to CR 3349	2.45	3	Major Collector	\$7,600,000
X67	CR 134	CR 132 to US 79	1.04	3	Major Collector	\$5,100,000
X68	New N-S Roadway E	Front Street extension to the Carl Stern Drive extension	1.80	3	Major Collector	\$8,825,000
X69	Carl Stern Drive	City limits to CR 3349	2.13	5	Minor Arterial	\$17,075,000
X70	CR 134	CR 132 to FM 1660	2.23	3	Major Collector	\$6,900,000
X71	New N-S Roadway F	Carl Stern Drive extension to CR 139	3.79	3	Major Collector	\$18,550,000
X72	CR 139	FM 1660 to CR 3349	1.47	3	Major Collector	\$7,225,000
X73	New E-W Roadway I	CR 132 extension to CR 3349	2.38	3	Major Collector	\$11,650,000
X74	CR 132	City limits to CR 139	1.95	5	Minor Arterial	\$15,675,000

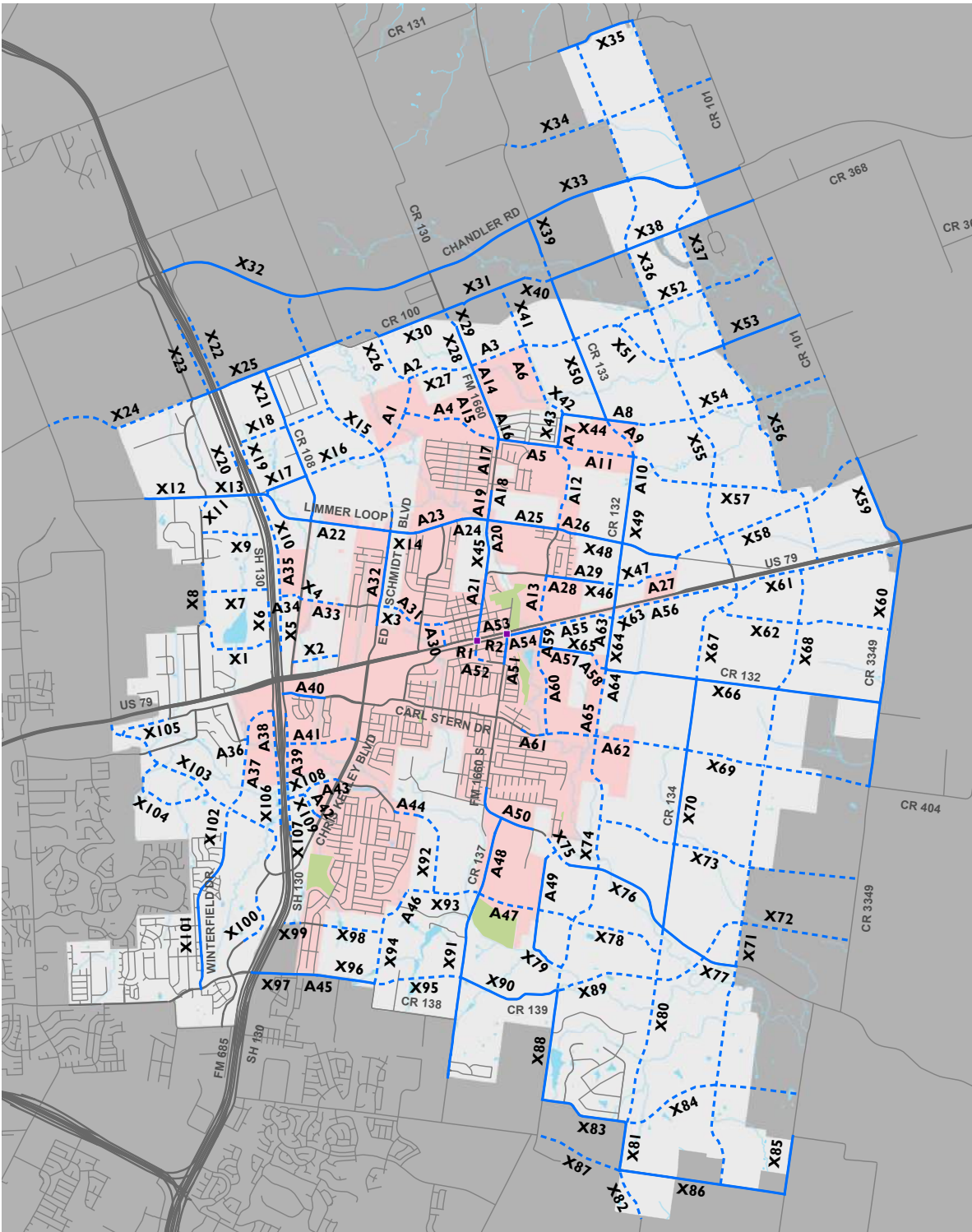
PROJECT #	ROADWAY	LIMITS	LENGTH (MI)	NUMBER OF LANES	FUNCTIONAL CLASSIFICATION	TOTAL PROJECT COST
X75	FM 1660 realignment at McCoy Lane	Realign FM 1660 to smooth out the curve near McCoy Lane. Close the realigned segment of FM 1660 and extend CR 163 as a 2-lane Minor Collector to the FM 1660 realignment	0.42	3	Major Collector	\$2,075,000
X76	FM 1660	FM 1660 realignment to the CR 139 extension	1.53	3	Major Collector	\$4,300,000
X77	FM 1660	CR 139 extension to west of CR 3349	0.31	5	Minor Arterial	\$1,975,000
X78	New E-W Roadway J	CR 163 to the CR 134 extension	0.86	3	Major Collector	\$4,200,000
X79	CR 163	South of FM 1660 to the CR 139 extension	0.55	2	Minor Collector	\$425,000
X80	CR 134	FM 1660 to the CR 132 extension	1.76	3	Major Collector	\$8,625,000
X81	CR 198	East of Apache Pass to Melber Lane	0.43	3	Major Collector	\$1,325,000
X82	Melber Lane realignment at CR 139	Realign Melber Lane to smooth out the curve near CR 139. Close the realigned segment of Melber Lane	0.47	3	Major Collector	\$2,325,000
X83	CR 198	CR 139 to east of Apache Pass	0.80	3	Major Collector	\$2,500,000
X84	CR 198	East of Apache Pass to CR 129	1.63	3	Major Collector	\$7,975,000
X85	Englemann Lane	CR 139 to CR 129	0.52	3	Minor Arterial	\$2,175,000
X86	CR 139	CR 198 to Englemann Lane	1.47	3	Minor Arterial	\$5,775,000
X87	CR 139	Rowe Lane to Melber Lane	0.80	3	Minor Arterial	\$4,675,000
X88	CR 139	CR 139 to FM 1660	1.40	5	Minor Arterial	\$11,300,000
X89	CR 139	CR 139 to CR 198	0.97	5	Minor Arterial	\$6,150,000
X90	CR 139	CR 137 to CR 139	0.92	5	Minor Arterial	\$5,850,000
X91	CR 137	New E-W Roadway to Morningside Circle	0.44	3	Major Collector	\$1,375,000
X92	Riverwalk Drive	City limits to the CR 138 extension	0.78	3	Major Collector	\$3,800,000
X93	CR 138	E. of Navidad River Drive to west of CR 137	0.62	3	Major Collector	\$3,075,000

PROJECT #	ROADWAY	LIMITS	LENGTH (MI)	NUMBER OF LANES	FUNCTIONAL CLASSIFICATION	TOTAL PROJECT COST
X94	CR 138	CR 138 to CR 197	0.76	3	Major Collector	\$3,725,000
X95	CR 138	CR 138 to CR 137	0.78	5	Minor Arterial	\$6,375,000
X96	CR 138	East of Dana Drive to CR 138	0.20	5	Minor Arterial	\$1,400,000
X97	CR 138	West of Little Lake Road to SH 130 Service Road	0.37	5	Minor Arterial	\$2,500,000
X98	Kaatz Lane	Dana Drive to the CR 138 extension	0.53	2	Minor Collector	\$1,300,000
X99	Kaatz Lane	Little Lake Road to the SH 130 Service Road	0.16	2	Minor Collector	\$400,000
X100	Klattenhoff Lane	Klattenhoff Lane to Muirfield Bend Drive	0.53	3	Major Collector	\$2,600,000
X101	Winterfield Drive	Kirkhill Street to Gattis School Road	1.45	3	Major Collector	\$25,000
X102	Winterfield Drive	Winterfield Drive to Kirkhill Street	0.52	3	Major Collector	\$2,550,000
X103	Star Ranch Boulevard	Klattenhoff Lane to CR 110	2.11	5	Minor Arterial	\$16,925,000
X104	New N-S Roadway G	Star Ranch Boulevard extension to the Star Ranch Boulevard extension	0.94	2	Minor Collector	\$2,325,000
X105	Benelli Drive	Extend Benelli Drive to the CR 110 extension	0.45	2	Minor Collector	\$1,125,000
X106	SH 130 SB Service Road	North of Star Ranch Boulevard to south of Carl Stern Drive	0.37	2	Major Arterial	\$1,625,000
X107	SH 130 NB Service Road	North of Star Ranch Boulevard to south of Carl Stern Drive	0.46	2	Major Arterial	\$2,050,000
X108	Riverwalk Drive	Chris Kelley Boulevard to W. City limits	0.32	3	Major Collector	\$1,575,000
X109	Great Western Drive	Chris Kelley Boulevard to W. City limits	0.21	2	Minor Collector	\$525,000
Total Roadway Project Costs (outside city limits)						\$558,525,000

PROJECT #	ROADWAY	LIMITS	LENGTH (MI)	NUMBER OF LANES	FUNCTIONAL CLASSIFICATION	TOTAL PROJECT COST
Railroad Projects						
R1	Jim Cage Lane Railroad Crossing	Quiet Zone improvements	N/A	N/A	N/A	\$300,000
R2	FM 1660 Railroad Crossing	Quiet Zone improvements	N/A	N/A	N/A	\$300,000
Total Railroad Project Costs						\$600,000
Total Roadway Master Plan Projects						\$712,450,000



Figure 6. Planned Roadway Investments



Legend

Roadway and Rail Projects

- Planned Roadway Improvement
- - - Planned Roadway Extension (conceptual alignment)
- Planned Railroad Crossing Improvement

Project ID

- A #** Roadway Project inside city limits
- X #** Roadway Project outside city limits
- R #** Railroad Crossing Project

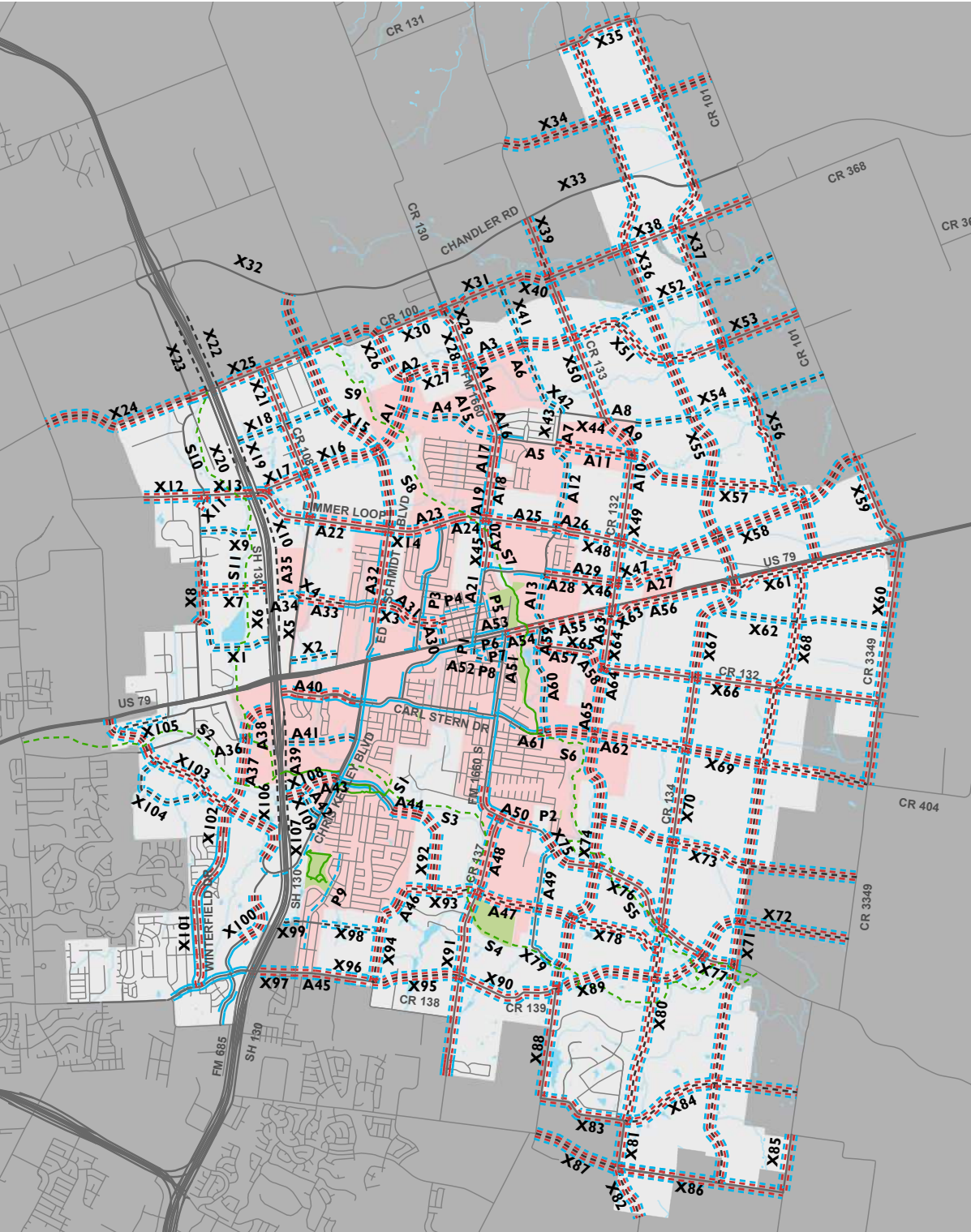
- City Limits
- Extraterritorial Jurisdiction
- Parks

Table 3. Pedestrian Master Plan Projects

PROJECT #	ROADWAY	LIMITS	TOTAL PROJECT COST
Pedestrian Projects (this list only includes those that are not grouped with a roadway project)			
P1	US 79 / Jim Cage Lane Pedestrian Improvements	Construct a sidewalk on Jim Cage Lane between Austin Avenue and US 79. Install crosswalks on all approaches of the US 79 / Jim Cage Lane intersection	\$100,000
P2	Mccoy Lane Pedestrian Improvements to FM 1660	Construct a sidewalk between Mccoy Lane and FM 1660	\$50,000
P3	Exchange Boulevard Pedestrian Improvements between Metcalfe Street and US 79	Construct a sidewalk on Exchange Boulevard between Metcalfe Street and US 79	\$75,000
P4	Metcalfe Street Pedestrian Improvements between Whitfield Street and Church Street	Construct a sidewalk on Metcalfe Street between Whitfield Street and Church Street	\$175,000
P5	Church Street Pedestrian Improvements between FM 1660 and Pecan Street	Construct a sidewalk on Church Street between FM 1660 and Pecan Street	\$100,000
P6	Front Street Pedestrian Improvements between Jim Cage Lane and the Cottonwood Trail	Construct a sidewalk on Front Street between Jim Cage Lane and the Cottonwood Trail	\$200,000
P7	Austin Avenue Pedestrian Improvements between Cottonwood Street and FM 1660	Construct a sidewalk on Austin Avenue between Cottonwood Street and FM 1660	\$150,000
P8	Brushy Street Pedestrian Improvements between Austin Avenue and Evans Street	Construct a sidewalk on Brushy Street between Austin Avenue and Evans Street	\$75,000
P9	Estate Drive Pedestrian Improvements between Marjorie Drive and Yukon Cove	Construct a sidewalk on Estate Drive between Marjorie Drive and Yukon Cove	\$400,000
Total Pedestrian Project Costs			\$1,325,000
Shared-Use Path Projects			
S1	Brushy Creek Trail between Riverwalk Drive and Enclave Way	Construct a shared-use path north of Brushy Creek to connect Riverwalk Drive with Enclave Way	\$175,000
S2	Brushy Creek Trail between Chris Kelley Boulevard and Red Bud Lane in Round Rock	Create an off-street shared-use path along Brushy Creek between Chris Kelley Boulevard and Red Bud Lane in Round Rock	\$2,200,000
S3	Brushy Creek Trail between Chris Kelley Boulevard and CR 137	Create an off-street shared-use path along Brushy Creek between Chris Kelley Boulevard and CR 137	\$1,475,000
S4	Brushy Creek Trail between CR 137 and Cottonwood Creek	Create an off-street shared-use path along Brushy Creek between CR 137 and Cottonwood Creek	\$2,100,000

PROJECT #	ROADWAY	LIMITS	TOTAL PROJECT COST
S5	Cottonwood Trail between FM 1660 South and Brushy Creek	Create an off-street shared-use path along Cottonwood Creek between FM 1660 South and Brushy Creek	\$1,300,000
S6	Cottonwood Trail between Carl Stern Drive and FM 1660 South	Create an off-street shared-use path along Cottonwood Creek between Carl Stern Drive and FM 1660 South	\$1,425,000
S7	Cottonwood Trail between Magner Lane and Limmer Loop	Create an off-street shared-use path along Cottonwood Creek between Magner Lane and Limmer Loop	\$400,000
S8	Cottonwood Trail between Limmer Loop and Flinn Street	Create an off-street shared-use path along Cottonwood Creek between Limmer Loop and Flinn Street	\$450,000
S9	Cottonwood Trail between Flinn Street and CR 118	Create an off-street shared-use path along Cottonwood Creek between Flinn Street and CR 118	\$1,200,000
S10	Carmel Creek Trail between Limmer Loop and CR 119	Create an off-street shared-use path along Carmel Creek between Limmer Loop and CR 118	\$725,000
S11	Carmel Creek Trail between US 79 and Limmer Loop	Create an off-street shared-use path along Carmel Creek between US 79 and Limmer Loop	\$1,450,000
S12	Carmel Creek Trail between Brushy Creek and US 79	Create an off-street shared-use path along Carmel Creek between Brushy Creek and US 79	\$775,000
Total Shared-Use Path Project Costs			\$13,675,000
Total Pedestrian and Bicycle Project Costs			\$15,000,000

Figure 1. Pedestrian and Bike Investments



Legend

Pedestrian and Bike Facilities

Existing

—

—

—

Planned

- - -

- - -

- - -

Sidewalk

Bike Lanes

Shared-Use Path

**Roadway Facilities with
Pedestrian or Bike Projects**

- - - - - Planned Street Extension
(Conceptual Alignment)

Project ID

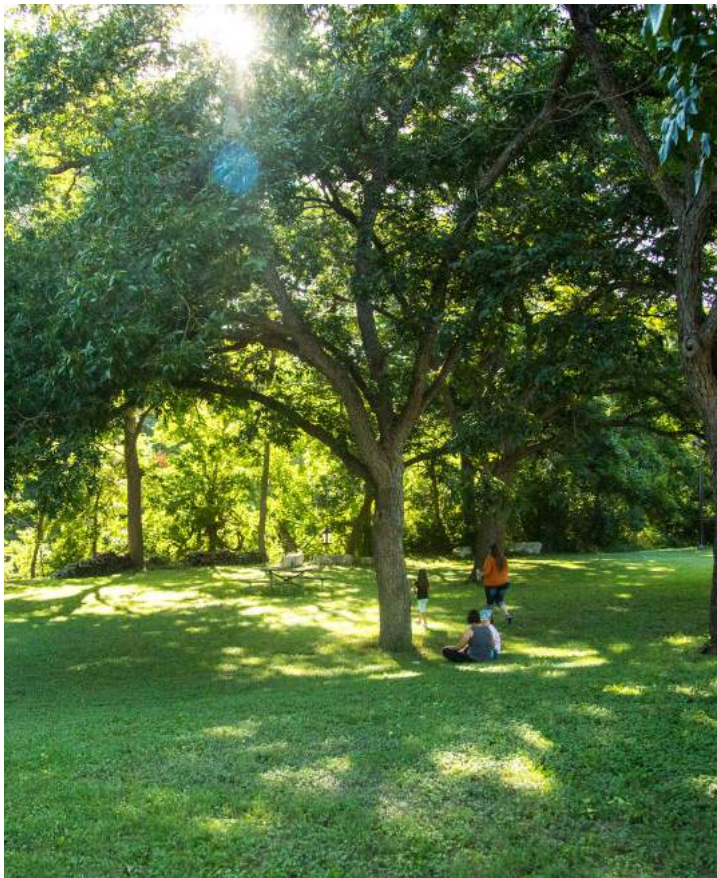
A / X # Pedestrian and/or Bike Project
with Roadway Project

City Limits
Extraterritorial Jurisdiction
Parks

P # Pedestrian Project
S # Shared-Use Path Project

Table 4. Transit and Demand and System Management Projects

PROJECT #	ROADWAY	LIMITS	TOTAL PROJECT COST
Transit Projects			
T1	Transit Service	Phase 1 – Austin Express and Tech Ridge Service	\$250,000
T2	Transit Service	Phase 2 – US Highway 79 Flex	\$250,000
Total Transit Project Costs			\$500,000
Demand and System Management Projects			
A	Neighborhood Traffic Calming Program	Implement program to process community requests for neighborhood traffic calming, investigate options, and implement improvements.	\$100,000
B	Bike Parking Program	Install new bike parking throughout the city.	\$30,000
C	Wayfinding Signage Program	Install wayfinding signage to assist pedestrians and bicyclists in choosing comfortable routes and to help visitors navigate through the city.	\$75,000
D	Future Study	Future Impact Fee Update Cost (2 five-year updates)	\$100,000
Total Demand and System Management Project Costs			\$13,675,000
Total Transit and Demand and System Management Projects Costs			\$15,000,000



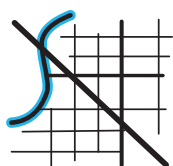
STANDARDS

Hutto applies transportation standards and regulations to the construction of new transportation facilities and to the operation of all facilities to ensure that the system functions as intended and investments are not wasted. These standards reflect the goals of the city for a safe and efficient transportation system and enable consistent future actions.

Street design guidelines are provided by the City's Unified Development Code (UDC) which lays out the dimensions and facilities included in street improvements. The following sections of this chapter identify potential modifications to the UDC that will be considered by City staff at a future date. However, until the UDC is updated, the current roadway dimensions and standards will still apply to city roadway projects.

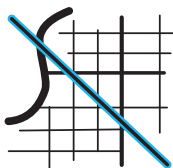
STREET FUNCTIONAL CLASSIFICATION

Street functional classification is an important tool for managing the roadway network. The street functional classification system recognizes that individual streets do not act independently of one another but instead form a network of street types that work together to serve travel needs on a local and regional level. By designating the management and design requirements for each roadway classification, this hierarchical system supports a network of streets that perform as desired. The functional classification system for roadways in Hutto is described below. The functional classification map, Figure x, shows the classification for all roadways in the city, including planned future arterial and collector street extensions.



Freeways

Freeways are designed for moving traffic at high volumes and high speeds within and through an urban area. They have multiple traffic lanes, divided sections, limited access, and few, if any, intersections. The only Freeway in Hutto is SH 130.



Major and Minor Arterials

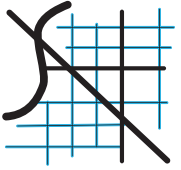
Major Arterials provide a high degree of mobility and can serve both major metropolitan centers and rural areas. They serve high volumes of traffic over long distances, typically maintain higher posted speeds, and minimize direct access to adjacent land to support the safe and efficient movement of people and goods. Inside city limits, speeds may be reduced to reflect the roadside environment and surrounding land uses.

Minor Arterials serve trips of moderate length and smaller geographic areas than Major Arterials and are often used as a transition between Major Arterials and Collectors. Minor Arterials typically serve higher volumes of traffic at moderate to high speeds, with posted speeds generally no lower than 30 mph.



Major and Minor Collectors

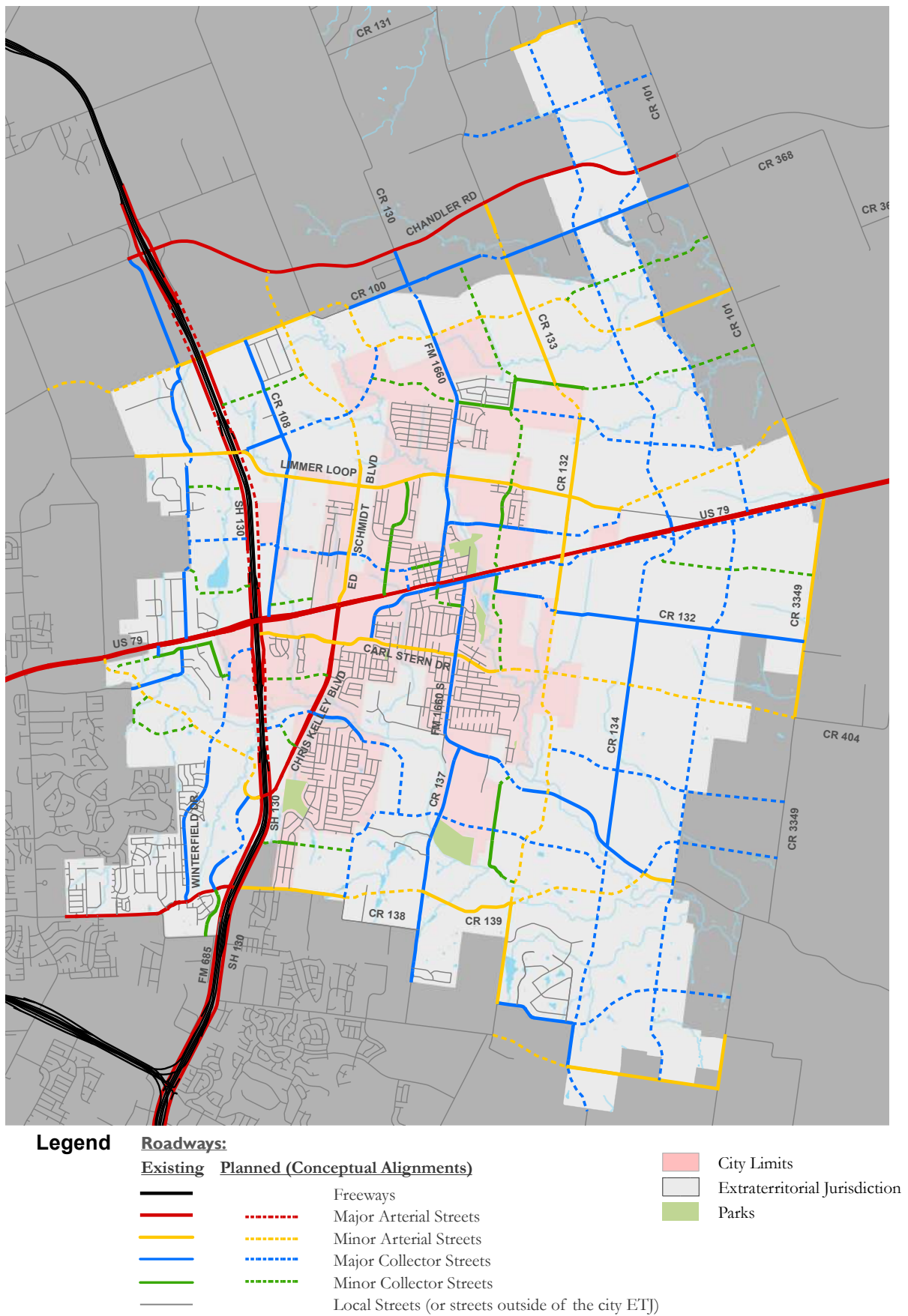
Collectors serve a critical role in the roadway network by connecting traffic from Local Streets with the Arterial network. Major Collector routes are generally distinguished from Minor Collector routes by longer length; lower connecting driveway densities; higher speed limits; greater spacing intervals; and higher traffic volumes. While access and mobility are more balanced than on Arterials, new driveways serving residential units should not be permitted where traffic volume forecasts exceed 5,000 vehicles per day.



Local Streets

Local streets prioritize provision of immediate access to adjacent land. These streets should be designed to enhance the livability of neighborhoods and should generally accommodate less than 2,000 vehicles per day. When traffic volumes reach 1,000 to 1,200 vehicles per day through residential areas, safety and livability can be degraded. A well-connected grid system of relatively short blocks can minimize excessive volumes of motor vehicles and encourage more use by pedestrians and bicyclists. Local streets are not intended to support long distance travel and are often designed to discourage through traffic.

Figure 7. Functional Classification



Truck Route Designations

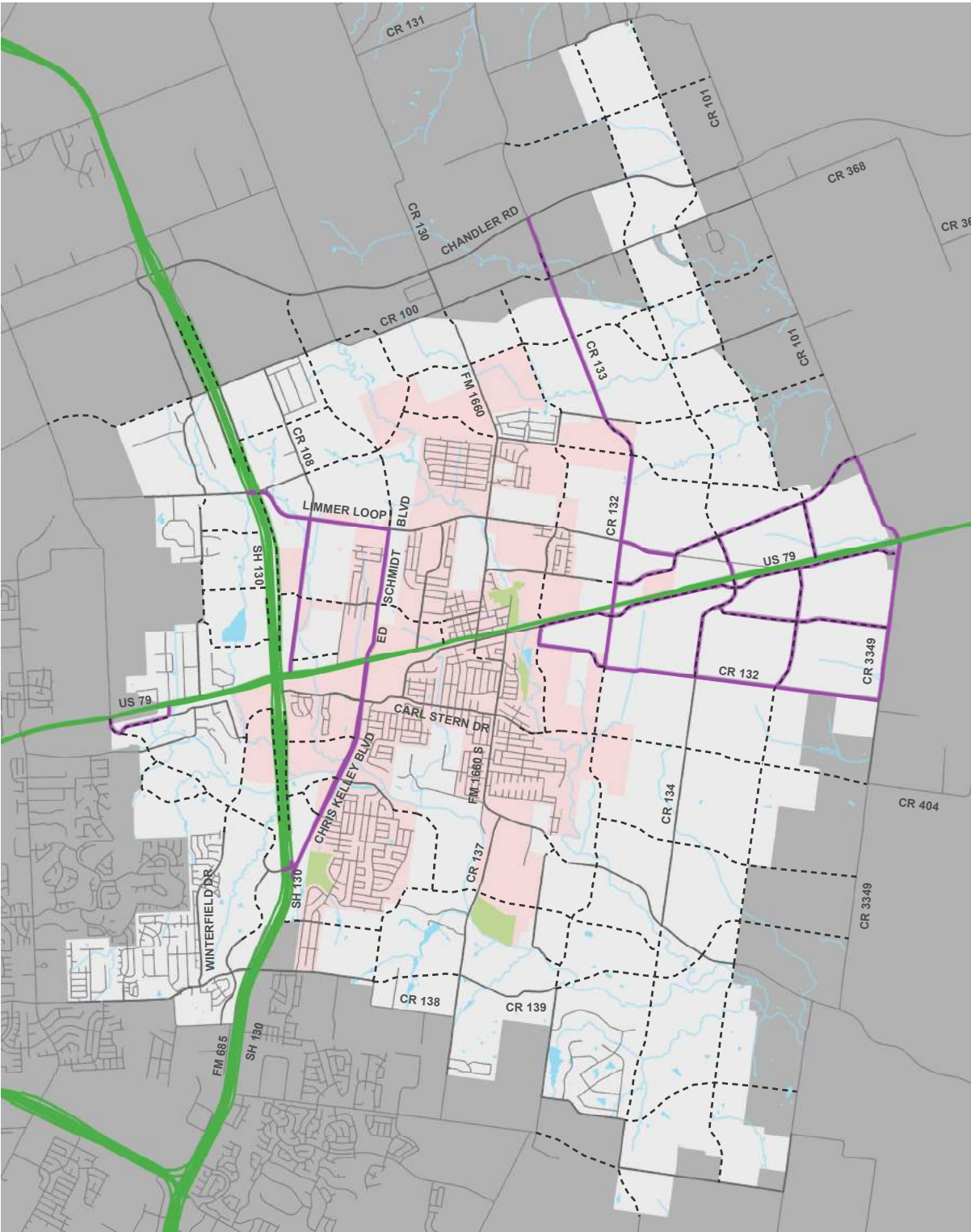
Safe and efficient truck freight movement to and through Hutto is important for both the local and statewide economies. Hutto roadways designated as Truck Routes are recognized as being appropriate and commonly traveled corridors for truck passage. Decisions affecting maintenance, operation, or construction on a designated truck route must address potential impacts on the safe and efficient movement of truck traffic. However, the intent is not to compromise the safety of other street users to accommodate truck traffic, especially in areas where many conflicts may be present. In such areas, the operational objectives of the street must prioritize safe travel for vulnerable users (e.g., pedestrians and bicyclists) while continuing to accommodate passage by truck traffic. On-street parking along truck routes is discouraged where feasible.

TXDOT has classified SH 130 and US 79 as secondary freight routes in Hutto. Therefore, the design and management of these highways through Hutto is subject to a number of policies and standards intended to maintain safe and efficient movement of large vehicles.

The city has local truck routes designed to facilitate the movement of truck freight between major destinations and the state freight network. These roadways serve an important role in the city roadway network and should be designed and managed to safely accommodate the movement of goods.

Figure 8 reflects the routes designated as Truck Routes.

Figure 8. Freight and Truck Routes



Legend

Freight Routes

- State Secondary Freight Route
- Local Truck Route

- Arterial or Collector Roadway
- Planned Arterial or Collector Roadway (Conceptual Alignment)

- City Limits
- Extraterritorial Jurisdiction
- Parks

TYPICAL ROADWAY CROSS-SECTION STANDARDS

Roadway Cross-Section Standards identify the design characteristics needed to meet the function and demand for each facility type for city of Hutto streets. Since the actual design of a roadway can vary from segment to segment due to adjacent land uses and demands, this system allows standardization of key characteristics to provide consistency, while providing application criteria that allows some flexibility while meeting the design standards.

Figures 9-13 illustrate the standard cross-sections for arterials, collectors, local streets, and private streets in the city of Hutto. They are intended to be used as guidelines in the development of new roadways and the upgrade of existing roadways. Planning level right-of-way needs can be determined using these figures. Under some conditions a variance to the street standards may be requested from the Engineering Director to consider the constrained roadway design options or other adjustments. Typical conditions that may warrant consideration of a variance include:

- Infill sites
- Innovative designs (e.g., roundabouts)
- Severe constraints presented by topography, environmental, or other resources present
- Existing developments and/or buildings that make it extremely difficult or impossible to meet the standards

Figure 9. Major Arterial Typical Cross-Section Standards

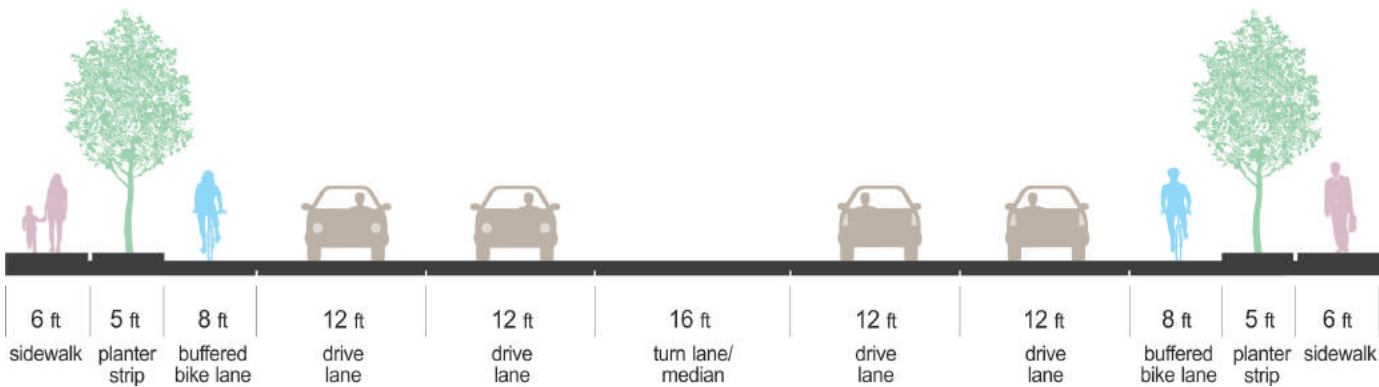


Table 5. Major Arterial Typical Cross-Section Standards and Alternative Minimum Standards

WIDTH	UDC STANDARD	SUGGESTED ALTERNATIVE MINIMUM	CONSIDERATIONS
Right-of-Way	126 ft.	118 ft.	The Standard design should be provided where feasible. In constrained areas where providing the Standard widths are not practical, Alternative Minimum design requirements may be applied with approval of the Engineering Director.
Paved Width Curb-to-Curb	80 ft.	74 ft.	
Drive Lane	12 ft.	12 ft.	
Turn Lane/ Median	16 ft.	14 ft.	On designated Truck Routes, reductions in the Standard roadway paved width (curb-to-curb) are discouraged and should be limited to only short, constrained segments.
On-Street Parking	Not permitted	Not permitted	
Bike Lane	8 ft.	6 ft.	On-street parking is not permitted on major arterial streets. Major arterial roadways require right-of-way for three drive lanes in each direction (seven total lanes including the center turn lane/ median).
Planter Strip	5 ft.	5 ft.	
Sidewalk	6 ft.	5 ft.	

Figure 10. Minor Arterial Typical Cross-Section Standards

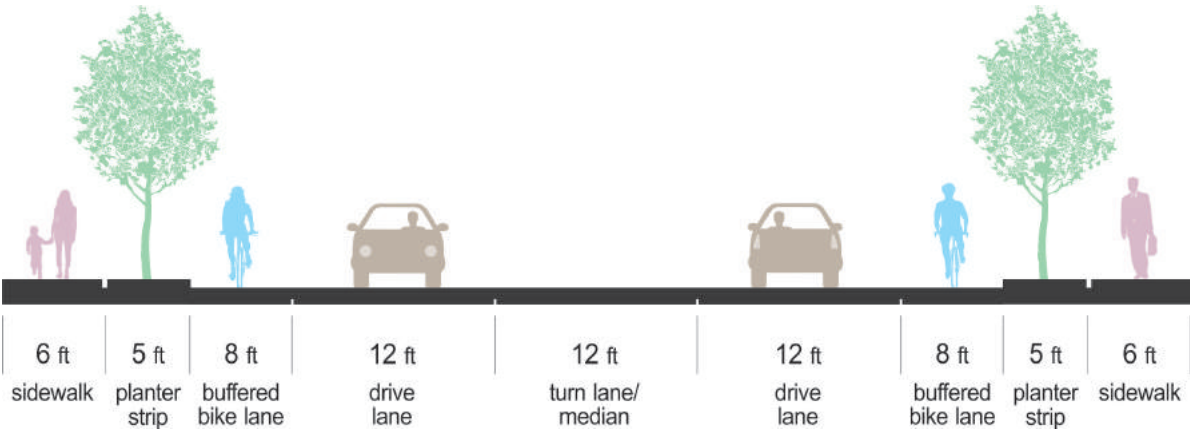


Table 6. Minor Arterial Typical Cross-Section Standards and Alternative Minimum Standards

WIDTH	UDC STANDARD	SUGGESTED ALTERNATIVE MINIMUM	CONSIDERATIONS
Right-of-Way	86 ft.	77 ft.	The Standard design should be provided where feasible. In constrained areas where providing the Standard widths are not practical, Alternative Minimum design requirements may be applied with approval of the Engineering Director. On designated Truck Routes, reductions in the Standard roadway paved width (curb-to-curb) are discouraged and should be limited to only short, constrained segments. On-street parking is not permitted on major arterial streets. On-street parking is not permitted on minor arterial roadways. Minor arterial roadways require right-of-way for two drive lanes in each direction (five total lanes including the center turn lane/ median).
Paved Width Curb-to-Curb	52 ft.	45 ft.	
Drive Lane	12 ft.	11 ft.	
Turn Lane/ Median	12 ft.	11 ft.	
On-Street Parking	Not permitted	Not permitted	
Bike Lane	8 ft.	6 ft.	
Planter Strip	5 ft.	5 ft.	
Sidewalk	6 ft.	5 ft.	

Figure 11. Major Collector Typical Cross-Section Standards

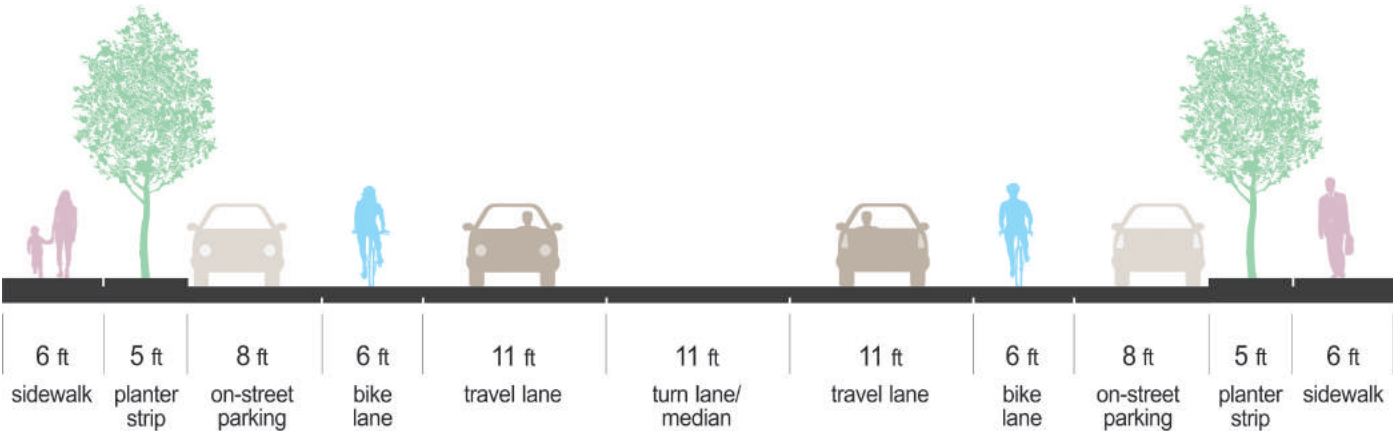


Table 7. Major Collector Typical Cross-Section Standards and Alternative Minimum Standards

WIDTH	UDC STANDARD	SUGGESTED ALTERNATIVE MINIMUM	CONSIDERATIONS
Right-of-Way	83 ft.	75 ft.	The Standard design should be provided where feasible. In constrained areas where providing the Standard widths are not practical, Alternative Minimum design requirements may be applied with approval of the Engineering Director.
Paved Width Curb-to-Curb	61 ft.	44 ft.	
Drive Lane	11 ft.	10 ft.	
Turn Lane/ Median	11 ft.	11 ft.	On designated Truck Routes, reductions in the Standard roadway paved width (curb-to-curb) are discouraged and should be limited to only short, constrained segments.
On-Street Parking	8 ft.	7 ft.	Center left turn lane is optional depending on surrounding land use and available right-of-way.
Bike Lane	6 ft.	5 ft.	On-street parking is optional and may be provided where it would support adjacent land uses. On-street parking is discouraged where posted speeds are greater than 35 mph.
Planter Strip	5 ft.	5 ft.	
Sidewalk	6 ft.	5 ft.	

Figure 12. Minor Collector Typical Cross-Section Standards

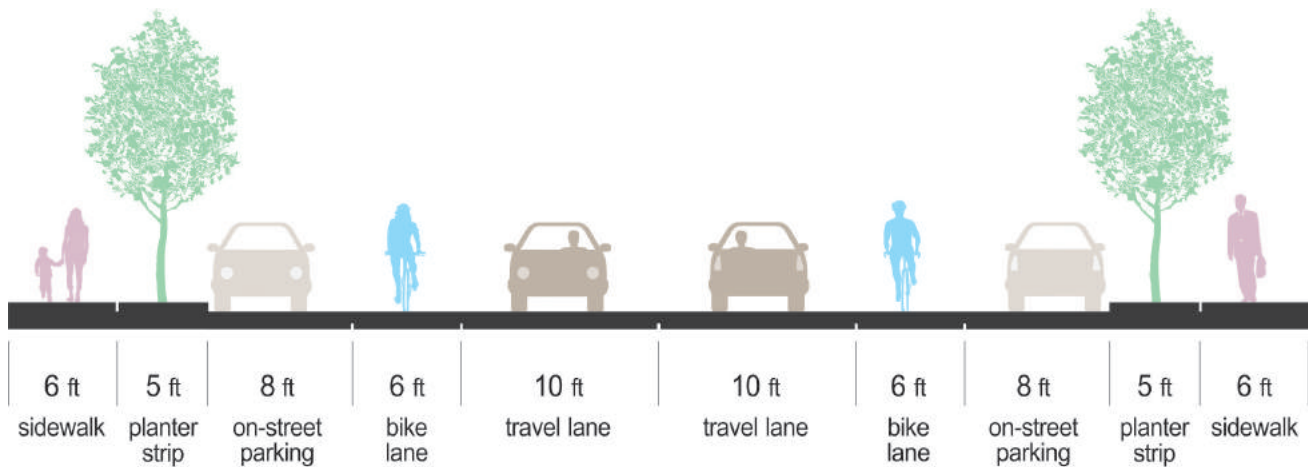


Table 8. Minor Collector Typical Cross-Section Standards and Alternative Minimum Standards

WIDTH	UDC STANDARD	SUGGESTED ALTERNATIVE MINIMUM	CONSIDERATIONS
Right-of-Way	70 ft.	64 ft.	The Standard design should be provided where feasible. In constrained areas where providing the Standard widths are not practical, Alternative Minimum design requirements may be applied with approval of the Engineering Director. Bike lanes are optional depending on surrounding land use, and the availability of nearby adjacent bike routes. Minor collector roadways without bike lanes should provide pavement markings/ signage designating shared travel lanes. On-street parking is optional and may be provided where it would support adjacent land uses. On-street parking is discouraged where posted speeds are greater than 35 mph.
Paved Width Curb-to-Curb	48 ft.	44 ft.	
Drive Lane	10 ft.	10 ft.	
On-Street Parking	8 ft.	7 ft.	
Bike Lane	6 ft.	5 ft.	
Planter Strip	5 ft.	5 ft.	
Sidewalk	6 ft.	5 ft.	

Figure 13. Local Street Typical Cross-Section Standards

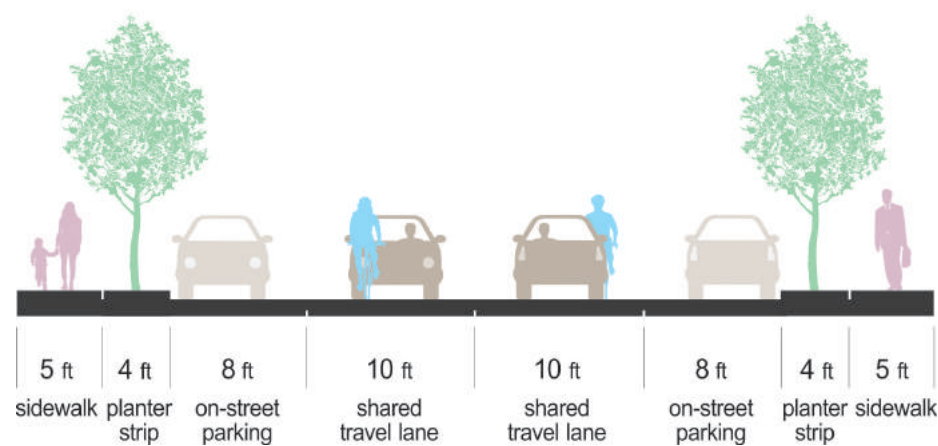


Table 9. Local Street Typical Cross-Section Standards and Alternative Minimum Standards

WIDTH	UDC STANDARD	SUGGESTED ALTERNATIVE MINIMUM	CONSIDERATIONS
Right-of-Way	54 ft.	54 ft.	The Standard design should be provided where feasible. In constrained areas where providing the Standard widths are not practical, Alternative Minimum design requirements may be applied with approval of the Engineering Director.
Paved Width Curb-to-Curb	36 ft.	36 ft.	
Shared Travel Lane	10 ft.	10 ft.	Bike lanes are optional depending on surrounding land use, and the availability of nearby adjacent bike routes. Minor collector roadways without bike lanes should provide pavement markings/ signage designating shared travel lanes.
On-Street Parking	8 ft.	8 ft.	
Planter Strip	4 ft.	4 ft.	On-street parking is optional and may be provided where it would support adjacent land uses. On-street parking is discouraged where posted speeds are greater than 35 mph.
Sidewalk	5 ft.	5 ft.	

WALKING AND BIKING DESIGN STANDARDS

The following sections detail various walking and biking standards and treatment guidelines.

Walking and Biking Facilities

As shown in Figures 9-13, the typical roadway cross-section standards require a minimum five-foot sidewalk along both sides of all public streets and bike lanes on arterial and collector roadways. Newly constructed roadways should typically provide accommodations to walking and biking users via a six-foot sidewalk and six-foot bike lane with 2-foot buffer along major and minor arterial roadways, a six-foot sidewalk and six-foot bike lane along major and minor collector roadways and a five-foot sidewalk along local roadways. Shared streets for bikes will also be designated throughout the city and will include pavement markings/signage.

Shared-Use Paths

Shared-use paths provide off-roadway facilities for walking and biking travel. Depending on their location, they can serve both recreational and transportation needs. Shared-use path designs vary in surface types and widths. Hard surfaces are generally better for bicycle travel. Widths need to provide ample space for both walking and biking and should be able to accommodate maintenance vehicles.

In Hutto, a paved shared-use path should be 12 feet wide (see Figure 14). The city may reduce the width of the typical paved shared-use path to a minimum of 10 feet in constrained areas (e.g., steep, environmentally sensitive, historic, or previously developed areas).

Figure 14. Shared-Use Path Typical Cross-Section Standards

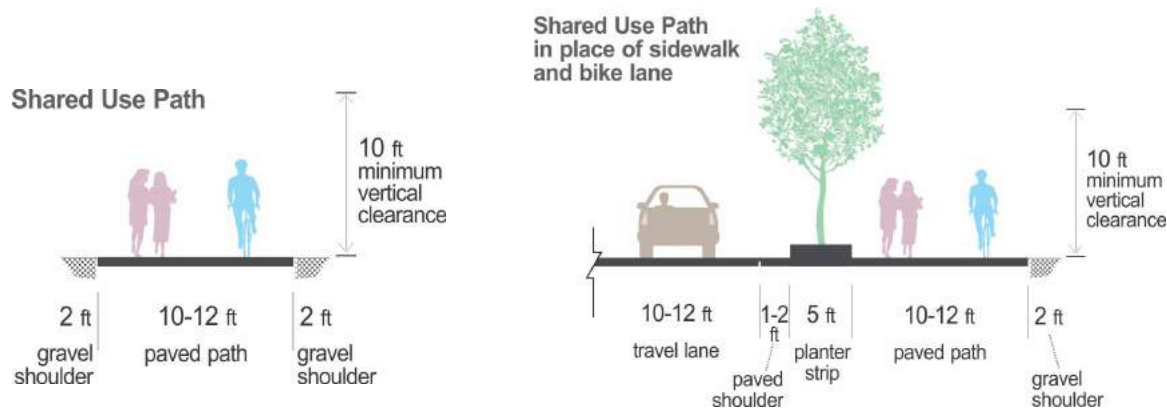


Table 10. Shared-Use Path Typical Cross-Section Standards and Alternative Minimum Standards

WIDTH	UDC STANDARD	SUGGESTED ALTERNATIVE MINIMUM	CONSIDERATIONS
Right-of-Way	16 ft.	16 ft.	Paved path width may be narrowed to 8 feet wide only over short segments in constrained areas.
Paved Path	12 ft.	10 ft.	Path surface must be ADA accessible. In areas with significant walking or biking demand, the paved shared use path should be at least 12 feet wide.
Gravel Shoulder	2 ft.	2 ft.	In corridors served by a shared-use path, the Engineering Director may grant variance to allow a shared-use path to replace a sidewalk and bike lane on one side of a roadway cross-section standard. Where this is done, the treatment should be continuous along the corridor. Standard cross-section is a 10-12 foot drive lane, a 1-2 foot paved shoulder, a 5 foot planter strip, and a 10-12 foot shared-use path.
Vertical Clearance	10 ft.	10 ft.	

Street Crossings

Roadways with high traffic volumes and/or speeds in areas with nearby transit stops, residential uses, schools, parks, shopping and employment destinations generally require enhanced street crossings with treatments, such as marked crosswalks, high visibility crossings, and curb extensions to improve the safety and convenience. Crossings should be consistent with the block spacing standards shown in Table 11. Blocks longer than the maximum block size shown in Table 11 should have mid-block pedestrian and bicycle access ways at spacing no more than 300 feet. Exceptions include where the connection is impractical due to topography, inadequate sight distance, high vehicle travel speeds, or other factors that may prevent safe crossing (as determined by the city).

ACCESS MANAGEMENT

The number and spacing of access points, such as driveways and street intersections, along a roadway affects its function and capacity. Access Management is the control of these access points to match the functionality and capacity intended by the roadway's functional classification. Balancing access and good mobility can be achieved through various access management strategies, including establishing access management spacing standards for driveways and intersections.

Access management is especially important on arterial and collector facilities to reduce congestion and crash rates and to provide for safe and efficient travel. Since each access point is an additional conflict point, reducing or consolidating driveways on these facilities can decrease collisions and preserve capacity on high volume roads, maintaining traffic flow and mobility within the city.

New access points shall meet or exceed the minimum spacing requirements outlined in Table 11. However, where no reasonable alternatives exist or where strict application of the standards would create a safety hazard, the city may allow a variance.

Table 11. Roadway and Access Spacing Standards

	MAJOR ARTERIAL ROADWAY	MINOR COLLECTOR ROADWAY	MAJOR COLLECTOR ROADWAY	MINOR ROADWAY	LOCAL ROADWAY
Maximum Block Size * (Public Roadway to Public Roadway)	600	600	600	600	600
Minimum Block Size (Public Roadway to Public Roadway)	250	250	250	200	200
Minimum Driveway Spacing (Public Street to Driveway and Driveway to Driveway)	Not allowed **	250	150	100	15

Note: All distances measured from center to center of adjacent approaches.

Note: For corner lots, accesses must be at least 35 feet or ½ the lot width from the intersection, whichever is greater.

* If the maximum block size is exceeded, mid-block pedestrian and bicycle accessways on public easements or rights-of-way must be provided at spacing no more than 300 feet, unless the connection is impractical due to existing development, topography, environmental constraints or other factors (as determined by the city).

** New private driveway access to Major Arterial Roadways is not allowed. If access is not available to a lower classified street, an access may be allowed but restricted to right-in, right-out movements only.

MOBILITY STANDARDS

Mobility targets for streets and intersections in Hutto provide a metric for assessing the impacts of new development on the existing transportation system and for identifying where capacity improvements may be needed. They are the basis for requiring improvements needed to sustain the transportation system as growth and development occur. Two methods used to gauge operational conditions for motor vehicles include volume-to-capacity (v/c) ratios and level of service (LOS).

Volume-to-Capacity (v/c) ratio: A v/c ratio is a decimal representation (between 0.00 and 1.00) of the proportion of capacity that is being used at a turn movement, approach leg, or intersection. The ratio is the peak hour traffic volume divided by the hourly capacity of a given intersection or movement. A lower ratio indicates smooth operations and minimal delays. A ratio approaching 1.00 indicates increased congestion and reduced performance.

Level of Service (LOS): LOS is a “report card” rating (A through F) based on the average delay experienced by vehicles at the intersection. LOS A, B, and C indicate conditions where traffic moves without significant delays over periods of peak hour travel demand. LOS D and E are progressively worse operating conditions. LOS F represents conditions where average vehicle delay is excessive and demand exceeds capacity, typically resulting in long queues and delays.

All roadways and intersections owned by Hutto must operate at or below the following mobility targets.

Signalized, All-way Stop, or Roundabout Controlled Intersections: The intersection as a whole must operate with a Level of Service (LOS) “E” or better and a volume to capacity (v/c) ratio not higher than 0.85 during the highest one-hour period on an average weekday (typically, but not always the evening peak period between 4 p.m. and 6 p.m. during the spring or fall).

Two-way Stop and Yield Controlled Intersections: All intersection approaches during the highest one-hour period on an average weekday (typically, but not always the evening peak period between 4 p.m. and 6 p.m. during the spring or fall) shall operate with a LOS “E” or better and v/c ratio not higher than 0.90. Mobility standards do not apply to approaches at unsignalized intersections serving 20 vehicles or fewer during the peak hour.

NEIGHBORHOOD TRAFFIC MANAGEMENT TOOLS

Neighborhood Traffic Management (NTM) describes strategies that can be deployed to slow traffic, and potentially reduce traffic volumes, creating a more inviting environment for pedestrians and bicyclists. NTM strategies are primarily traffic calming techniques for improving neighborhood livability on local streets, though a limited set of strategies can also be applied to collectors and arterials. Mitigation measures for neighborhood traffic impacts must balance the need to manage vehicle speeds and volumes with the need to maintain mobility, circulation, and function for service providers, such as emergency responders. Any NTM project must include coordination with emergency response staff to ensure that public safety is not compromised. Any new NTM device shall only be used upon review and approval by the city engineer.

Figure 15. Neighborhood Traffic Management Strategies

CHICANES



[www.pedbikeimages.org/Dan Burden](http://www.pedbikeimages.org/Dan_Burden)

CHOKERS



[www.pedbikeimages.org/Dan Burden](http://www.pedbikeimages.org/Dan_Burden)

CURB EXTENSIONS



[www.pedbikeimages.org/Carl Sundstrom](http://www.pedbikeimages.org/Carl_Sundstrom)

DIVERTERS



[www.pedbikeimages.org/Adam Fukushima](http://www.pedbikeimages.org/Adam_Fukushima)

MEDIAN ISLANDS



[www.pedbikeimages.org/Dan Burden](http://www.pedbikeimages.org/Dan_Burden)

RAISED CROSSWALKS



[www.pedbikeimages.org/Tom Harned](http://www.pedbikeimages.org/Tom_Harned)

SPEED CUSHIONS



NACTO Urban Street Design Guide

SPEED HUMP



[www.pedbikeimages.org/Dan Burden](http://www.pedbikeimages.org/Dan_Burden)

TRAFFIC CIRCLES



[www.pedbikeimages.org/Carl Sundstrom](http://www.pedbikeimages.org/Carl_Sundstrom)

Table 12. Application of Neighborhood Traffic Management Strategies

NTM APPLICATION	USE BY FUNCTION CLASSIFICATION			IMPACT	
	Arterials	Collectors	Local Streets	Speed Reduction	Traffic Diversion
Chicanes			■	■	■
Chokers			■	■	■
Curb Extensions	■	■	■	■	■
Diverter (with emergency vehicle pass-through)		■	■		■
Median Islands	■	■	■	■	■
Raised Crosswalks			■	■	■
Speed Cushions (with emergency vehicle pass-through)		■	■	■	■
Speed Hump			■	■	■
Traffic Circles			■	■	■
Pavement Texture		■	■	■	
Narrowing Travel Lanes	■	■	■	■	
Placing buildings, street trees, on-street parking, and landscaping next to the street	■	■	■	■	
Roundabout	■	■	■	■	
Mini-Roundabouts		■	■	■	

The City of Hutto currently does not have a formal neighborhood traffic management program. If such a program were desired to help respond to future issues, suggested elements include:

- Provide a formalized process for citizens who are concerned about the traffic on their neighborhood street. The process could include filing a citizen request with petition signatures and a preliminary evaluation. If the evaluation finds cause for concern, a neighborhood meeting would be held and formal data would be collected and evaluated. If a problem is found to exist, solutions would be identified and the process continued with neighborhood meetings, feedback from service and maintenance providers, cost evaluation, and traffic calming device implementation. Six months after implementation the device would be evaluated for effectiveness.
- For land use proposals, in addition to assessing impacts to the entire transportation network, traffic studies for new developments must also assess impacts to residential streets. A recommended threshold to determine if this additional analysis is needed is if the proposed project at ultimate build out increases through traffic on any one residential street by 200 or more vehicles per day. Once the analysis is performed, the threshold used to determine if residential streets are impacted would be if their daily traffic volume exceeds 1,200 vehicles.

TRAFFIC IMPACT ANALYSIS (TIA) GUIDELINES

Hutto Transportation Impact Analysis (TIA) requirements help minimize impacts on and protect transportation facilities.

Section 10.51.5.4 of the UDC includes the city's required content for a Transportation Impact Analysis (TIA). In general terms, the TIA applies to developments that are presumed to have a transportation impact. A professional engineer must prepare the TIA and must use appropriate data, methods, and standards. The recent adoption of a Roadway Traffic Impact Fee for new development in Hutto will require adjustments to the existing TIA guidelines. The TIF provides funding for many roadway projects needed to serve growth, but it is not a comprehensive list of all transportation improvements that will be required. The City is expected to re-assess when traffic studies are required to supplement the solutions that are provided for by the TIF, and update Section 10.515.4 of the UDC, accordingly.

OUTCOME

If constructed, the projects in this MMP would significantly improve transportation to and through Hutto for all modes of travel and would provide the transportation system described in the community's vision statement. Through steady implementation, which will require the constant pursuit of new funding sources, Hutto expects the following results by 2040:

Efficient Motor Vehicle Travel

Planned new streets enhance connectivity and ensure that efficient travel routes are provided when future development occurs. The greatest source of recurring congestion for Hutto residents is along arterial streets in the city, where local and regional travel converge to create bottlenecks. Continued cooperation with regional partners to secure funding and advance improvements along these corridors is a priority.

Affordable Travel Options

Investing in expanded transit service provides greatly enhanced utility by allowing more interested riders to make round trips to and from work, school, or other types of trips. A more useful transit system, along with user-friendly investments such as bus stop amenities, promote increased ridership and provide affordable means to travel between cities and access a wider range of services.

Safe Routes to Schools and Active Lifestyles

The network of active transportation facilities, including several new shared-use paths, provides comfortable non-motorized travel access across town and to regional attractions. Integration with regional active transportation networks and improved access to local parks provide new opportunities for healthy living. Sidewalk infill, enhanced street crossings, and dedicated bicycle facilities create safer routes between neighborhoods and schools. Improved local street connectivity shortens travel routes through neighborhoods, making walking and biking trips easier.

Safer Streets

Hazardous locations have been mitigated. More street lighting, enhanced street crossings, and a complete network of separate sidewalks, bike lanes, and shared-use paths across the city reduce risks for people walking and biking.

Preparing for Smart Mobility

Emerging vehicle technology and design approaches will shape our roads, communities, and daily lives. As vehicles become more connected, automated, shared, and electric, the way we plan, design, build, and use our transportation system will change.

When discussing these vehicles as a whole, they can be referred to as connected, automated, shared, and electric (CASE) vehicles. Many of these vehicles will not be exclusive of the others and it is important to think of the host of implications that arise from the combination of these technologies.



Connected Vehicles (CVs) will enable communications between vehicles, infrastructure, and other road users. This means that our vehicles will be able to assist human drivers and prevent crashes while making our system operate more smoothly.



Automated Vehicles (AVs) will, to varying degrees, take over driving functions and allow travelers to focus their attention on other matters. Today, we already have vehicles with combined automated functions such as lane keeping and adaptive cruise control. However, these still require constant driver oversight. In the future, more sophisticated sensing and programming technology will allow vehicles to operate with little to no operator oversight.



Shared Vehicles (SVs) are already on the road today that allow ride-hailing companies to offer customers access to vehicles through smart phone applications. Ride-hailing applications allow for on-demand transportation with comparable convenience to car ownership without the hassle of maintenance and parking. Ride-hailing applications can enable customers to choose whether share a trip with another person along their route, or travel alone.



Electric Vehicles (EVs) have been on the road for decades and are becoming more economically feasible as the production costs of batteries decline.

Planning for Change

The impacts of CASE vehicles on road capacity are uncertain. After CASE vehicles are widely adopted, there is a high likelihood that increases in road capacity will correspond with increasing traffic demand. We can expect that congestion will continue to persist.

The expected congestion can be used to encourage use of transit, shared vehicles, and bike share. These modes could all be encouraged through pricing mechanisms that are vastly less expensive to implement than building more road capacity. A variety of pricing mechanisms are enabled with CASE technology because these vehicles will be tracked geographically, and by time of day. With time/location data, transportation system operators will be able to develop pricing mechanisms that reduce congestion at a lower cost than other roadway improvements. Larger cities will be the first to implement these strategies and smaller cities should follow these developments closely.

Potential Impacts, Questions and Policy Considerations

CONGESTION AND ROAD CAPACITY

Anticipated Impacts

- AVs will provide a more relaxing or productive experience and people will have less resistance to longer commutes.
- Shared AVs will likely cost significantly less on a per mile basis, increasing demand for travel.
- CVs will allow vehicles to operate safely at closer following distances. In the long run, this will increase road capacity as CVs and AVs comprise increasing portions of the public and private fleet of vehicles.
- In the near term, as AVs still make up a fraction of the fleet of vehicles, road capacity could decrease as AVs operate more slowly and cautiously than regular vehicles.
- A new class of traffic — zero-occupant vehicles — will increase traffic congestion
- Roadways may need to be redesigned or better maintained to accommodate the needs of automated driving systems.

Questions

- How much will AVs cost for people to own them personally?
- How much will AVs cost if they are used as a shared fleet?
- How does cost and the improved ride experience of AVs influence travel behavior?
- How much more efficiently will AVs operate compared to regular human driven vehicles once they dominate the vehicle fleet?
- How will AVs impact road capacity in the near term as they are deployed in mixed traffic with human driven vehicles?
- What portion of traffic will be zero-occupant vehicles and what areas will likely generate the highest portion of zero-occupant vehicles looking for parking or waiting for their next passenger?

PARKING

Because AVs and Shared AVs will be able to park themselves, travelers will elect to get dropped off at their destination while the vehicle goes to find parking or its next passenger. With parking next to their destination no longer a priority for the traveling public, parking may be over-supplied in many areas and new opportunities to reconfigure land use will emerge.

Questions

- How does vehicle ownership impact parking behavior?
- What portion of the AV fleet will be shared?
- How far out of the downtown area will AVs be able to park while remaining convenient and readily available?

Considerations

- Consider building new parking garages that can be converted (with flat instead of ramped floors) to other uses in case AVs make them underutilized in their lifetime. If that isn't financially feasible, consider alternative transportation demand management strategies.
- Consider revising minimum parking requirements for new developments, especially in areas that are within one mile of transit.
- Consider system development charges that fund the installation of charging stations in new developments.

CURB SPACE

The ability to be dropped off at your destination will also create more potential for conflicts in the right-of-way between vehicles dropping off passengers, vehicles moving through traffic, and vehicles parked on the street. In urban areas with ride-hailing companies, popular destinations are already experiencing significant double-parking issues. Curb-space management is a growing consideration. Jurisdictions should inventory parking utilization and identify areas that could be converted from parking to curbside pick-up and drop-off zones.

PACKAGE DELIVERY

With the use of AVs to deliver packages, food, and expanded services, these vehicles will need to be accommodated in the right-of-way. For instance, if the AV parks at the curb in a neighborhood and smaller robots are used to deliver packages to the door, new conflicts will arise between vehicles, pedestrians, and bicyclists.

TRANSIT

AVs could become cost competitive with transit and undermine transit ridership as riders prefer a more convenient alternative. However, transit will remain the most efficient way to move high volumes of people through constricted urban environments. AVs will not eliminate congestion and as discussed above, could exacerbate it — especially in the early phases of AV adoption. In addition, shared AVs may not serve all areas of a community and under-served communities still require access to transit to meet daily needs.

To avoid potential equity and congestion issues, transit agencies need to work together to integrate the use of automated vehicles and transit. Transit needs to adapt to new competition in the transportation marketplace as well as consider adopting CASE technologies to support transit operations.

Considerations

- Partnering with ride-hailing companies to provide first and last-mile solutions.
- Working with ride-hailing companies and bike share to integrate payment platforms and enable one button purchase of a suite of transportation options for multi-modal trips.
- Creating fixed route autonomous shuttles to provide first and last-mile solutions.
- Creating on-demand autonomous shuttles to provide first and last-mile solutions.

ELECTRIC VEHICLE CHARGING

To accommodate a future where electric vehicles will come to dominate our vehicle fleet, charging station capacity will need to be increased. Cities, electric utilities, regions, and states will need to work together to meet the significant increase in demand.

MOBILITY HUBS

A mobility hub is a central location that serves as a multi-modal connection point for transit, car share, bike share, and ride share stations, see Figure 21. This system can serve as a tool to encourage travelers to take seamless multi-modal trips that are well timed and convenient. Mobility hubs make the most sense to put in transit centers that are located near urbanized areas with multi-modal supportive infrastructure (e.g., protected bike lanes) to maximize connectivity for first and last-mile solutions.

Figure 16. Mobility Hub



RESOLUTION NO. R

A RESOLUTION ADOPTING THE HUTTO MOBILITY MASTER PLAN.

WHEREAS, the City Council of the City of Hutto, Texas, recognizes the need to provide a safe and mobility networks for the citizens of Hutto, Texas, and;

WHEREAS, the City recognizes the need for long term mobility master planning that aims to serve Hutto, and;

WHEREAS, The City recognizes the need for the infrastructure to mitigate continued growth and mobility concerns, and;

WHEREAS, the Mobility Master Plan addresses and is tailored to meet Hutto's needs has been prepared.

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

That the City Council hereby adopts on behalf of the City the Hutto Mobility Master Plan.

CONSIDERED and RESOLVED by the City Council of the City of Hutto on this the **19th** day of **July, 2018**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

AGENDA ITEM REPORT

9.1.



To: City Council
Subject: Consideration and possible action regarding the Management Agreement between City of Hutto and Directors of Chaos, LLC and any management agreements involving the Brushy Creek Amphitheater (Mayor Mike Snyder)
Meeting: Thursday, December 14, 2023
Department: City Council /
Staff Contact:

BACKGROUND INFORMATION:

The City entered into a management agreement with The Directors of Chaos, LLC May 2023 (attached) approved by City Council during the April 20, 2023 meeting.

- The first slated concert, scheduled for September 2, 2023 was canceled (Ramon Ayala's canceled his entire tour, including his stop in Hutto.)
- The second concert (first one to take place) was held on November 4, 2023 with the Floozies headliner.
- The DOC provided an update during the November 16, 2023 city council work session (attached).
- The third scheduled event for December 8-9, The Spirit of Orgain, was canceled by the event promoter on December 4, 2023.

A list of operational and marketing improvements are in the attached work session presentation. Below are a few highlights:

- Filed and approved by TABC for a BG License to vend alcohol at the venue
- Identified a variety of site improvements and began the following
 - Removed large white rocks surrounding the stage, as these presented themselves as a tripping hazard / made equipment loading more difficult.
 - Paved the back road from the stage to the current roadway.
- Assisted in operation, production, and concessions for the CoH 4th of July event. Donated

additional production budget, ice, and beverages to the event.

- Began process and procedure for DOC to handle inquiries, policy, and operations of rentals that have previously been handled alone by CoH.

- Hosted a job fair at BCA

AGENDA ITEM REPORT

9.1.



- Revitalized BCA social media pages.
- Through AXS deal (ticketing provider), got a new state of the art website fully built for Brushy Creek

Amphitheater

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

There have been **\$21,355.12** in disbursements, broken out below:

Ticket Office: \$10,000

Delivery for ticket offices: \$1,100

Dry Storage for BCA: \$8,672.41

Miscellaneous supplies and materials for BCA (Green room chairs, power washer, hand truck, shelves, etc) : \$1,582.71

The city is due \$729.75 from the November 4, 2023 Floozies concert.

Facility Fee: 200 tickets * \$3.00 = \$600.00

15% of Parking Revenue: \$129.75

The Floozies concert was a net loss, so no additional profit-share is due to us.

ATTACHMENTS:

1. Brushy Creek Amphitheater Management Agreement
2. DOC x BCA - Work Session Presentation 11_16_23

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**MANAGEMENT AGREEMENT
BETWEEN CITY OF HUTTO AND DIRECTORS OF CHAOS, LLC**

This Management Agreement (“Agreement”) is made and entered into as of _____ (“Effective Date”), by and between the City of Hutto, Texas, a Texas home-rule municipal corporation with principal administrative offices at Hutto City Hall, 500 West Live Oak Street, Hutto, Texas 78634, in Williamson County (“City”), and The Directors of Chaos, LLC, a Texas limited liability company with principal offices at 1801 Lavaca Street #2E, Austin, Texas 78741 in Travis County (“DOC”) (together, the “Parties” or, individually, each a “Party”).

RECITALS

WHEREAS, City owns the Brushy Creek Amphitheater and related facilities located at 1001 County Road 137, Hutto, Texas 78634 within City limits, (“Amphitheater”) and desires to contract for management services for the Amphitheater; and

WHEREAS, City desires to produce entertainment events that celebrate the history and diverse heritage of City, while incorporating state and national audiences, at the Amphitheater; and

WHEREAS, DOC provides such event and entertainment management services for both privately and publicly owned facilities; and

WHEREAS, DOC intends to work with City as an independent contractor and non-governmental managing agent to help grow local businesses and benefit City residents; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations regarding the Amphitheater;

THEREFORE, the Parties agree:

1. **Engagement of DOC.** City hereby retains and engages DOC to perform the Management Services (defined below) during the Term (defined below), and DOC, upon execution of the Agreement, will perform the Management Services defined below.
2. **Term.** This Agreement shall be effective as of the Effective Date and terminates on December 31, 2025 (the “Termination Date”) (this duration the “Initial Term”), unless either terminated sooner as provided in Section 20 or extended by City an additional two (2) fiscal years by providing written notice to DOC at least ninety (90) days prior to the Termination Date (“Option Term”). If City initiates the Option Term, the Termination Date of this Agreement shall become December 31, 2027 unless sooner terminated as provided in Section 20. However certain obligations under this Agreement survive any termination as specifically provided in this Agreement.
3. **Management Delegation.** Management of the Amphitheater and the improvements constructed on the land including but not limited to the Amphitheater, common areas,

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paved parking areas and all other related facilities more particularly described in Exhibit A (collectively, including the Amphitheater, the “Property”). Illustrative of Exhibit A, areas of access and control include within the gates of the Amphitheater and parking lots as needed for event parking. Use of just the parking lots for events is subject to availability and approved overflow parking plan. During the Term, DOC shall perform the management services described below in order to supervise, manage, direct and operate the Property on behalf of and for the account of City, in consultation with City staff (collectively, as more specifically described below, the “Management Services”), subject to the terms of this Agreement. City hereby delegates to DOC the discretion and authority, to the extent consistent with applicable federal, state, or City laws, charters, ordinances, regulations, rules, and administrative or judicial orders or mandates (collectively, “Laws”) to determine operating policies and procedures, standards of operation, house rules, standards of service and maintenance, pricing, and other policies, rules, and regulations affecting the Property, or the operation thereof, to implement all of the foregoing, and to perform any act on behalf of City as deemed by DOC to be necessary or desirable for the operation and maintenance of the Property. Maintenance shall include all services to keep Property in commercially reasonable and professional operating condition not covered by “Make Ready” provisions in Section 11. The foregoing delegation subject to City budget and appropriations, City’s approval rights specifically described in this Agreement, other terms and conditions set forth herein, to the extent permitted by any Laws, and subject to City preempting any DOC act, failure to act, or policy, if necessary and appropriate in the public interest. However, except to the extent made impractical by a need to act urgently, City will give DOC advance notice and an opportunity to be heard by City Manager or designee in person or in writing (at City Manager’s or designee’s discretion) respecting the proposed preemption, and to be heard by City Manager or designee in person or in writing (at City Manager’s or designee’s discretion) respecting past preemption as to which prior notice and opportunity for hearing were not available.

4. **Use of the Property.** City hereby grants to DOC the right to use and occupy the Property during the Term for the purposes set forth herein, except as provided below, or where impermissible under any Laws. DOC shall, upon the termination of this Agreement, promptly vacate and surrender the Property to City in the same condition that existed upon execution of the Agreement except for any City-approved changes to the Property and normal wear and tear.

- 4.1 **Exceptions.** DOC may not stage any event on the Property or off the Property within City limits that would interfere with any City-organized or -planned event (“Protected Events”). Protected Events will include, without limitation, Hutto’s annual KOKEFEST each August (or whenever the annual KOKEFEST may be rescheduled), City’s annual Fourth of July celebration (on whichever day the event is planned) and any other event of which City provides reasonable advance written notice to DOC. However, the window for such notice shall be assumed closed if a DOC-sponsored event has been explicitly approved by City and DOC has executed performance agreements between DOC and the talent associated with the event.

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5. **Ticket Sales Rights and Obligations.** DOC and any City-approved ticket vendor or vendors that DOC may designate is and are granted the rights, exclusive of any right of others except City, to sell tickets to events planned under this Agreement, with the exception of the annual KOKEFEST and non-ticketed City events.
 - 5.1 An entity other than City that sells any ticket planned under this Agreement will collect a \$3-per-ticket Facility Fee which will be directly applied to pay for Property improvements approved by City. Regardless of any designation by DOC and approval by City of designated ticket seller, DOC will remain responsible and liable to City for the conduct of such ticket sellers including, without limitation, for proper disposition of and accounting for ticket sales and receipts and compliance with all applicable Laws.
 - 5.2 Except for City staff who are required for the operation or safety of the events at the Amphitheater, as approved by the City Manager or designee, any City officials, officers, any employees, and their respective family and guests, who attend an event at the Amphitheater for which DOC or its designated ticket sellers are authorized to sell tickets, must purchase tickets for the event at the same price as that for which tickets are offered to the public, except to the extent that DOC and the City Manager or designee otherwise agree in writing not inconsistently with Laws and City policies, which agreement will be a public record and promptly sent to the City Council by the City Manager.

DOC OBLIGATIONS (“MANAGEMENT SERVICES”)

6. **Scope of Services.** DOC’s Management Services obligations are set forth in Sections 6 through 9 of this Agreement. DOC will manage all activities of the Amphitheater approved by City. DOC will operate the Amphitheater and Property consistent with the Recitals, Laws, and City policies, and appropriate operating policies that DOC may adopt. Subject to the terms of this Agreement and applicable Laws DOC shall have the authority and responsibility to provide the following services:
 - 6.1 Organize, promote, and conduct both the events outlined in Exhibit B (“2023 Events”) for the remainder of calendar year 2023, including both ticketed and free community events (mutually agreed upon events hosted on the Property, financed and run by City), and those negotiated at least annually with City for the upcoming year. Such negotiations to occur on an appropriate timeline to both review the previous year, and plan for the future;
 - 6.2 Work in coordination and consultation with City staff respecting the Property;
 - 6.3 Create and implement all lawful policies and standards applicable to the Property, and ticket sales;
 - 6.4 Manage and supervise all day-to-day operations of the Amphitheater, including but not limited to, cleaning and maintenance, staffing for events, training for

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operations, food and beverage services, installation, maintenance and training regarding safety and health measures, payroll, benefits administration, maintaining publicly available and operable Wi-Fi to commercially reasonable standards to reach, at a minimum, the entire Amphitheater and preferably to reach the entire Property, accounting, and financial reporting;

- 6.5 Identify and contract with or for talent, subject to City approval to review, approve and refuse any talent or talent contract; and execute talent riders as necessary for City-approved talent;
- 6.6 Use commercially best efforts to contract with talent that considers appropriate noise levels and further, instruct talent to operate under City ordinances and policies (including but not limited to City of Hutto Code of Ordinances Article 14.03) regarding such noise levels; implement best commercially reasonable efforts to direct majority of sound to the center of the Amphitheater or, within the Property for events staged outside the Amphitheater, and to reduce sound levels outside of Amphitheater. Acceptable noise levels will conform to the results of the most recent noise abatement study (attached as "Exhibit D"). If there has been no noise abatement study results covering the vicinity of the Property published within one calendar year before the Effective Date, and if, regarding noise abatement, DOC materially breaches this agreement or shows gross negligence regarding such abatement, DOC will commission such study at its own expense if it wishes to obtain one for use as a benchmark or if there are noise complaints from residents or businesses near the Property during the Term, including any renewals or extensions of the Term. The methods used and the results of any noise abatement study that includes the vicinity of the Property will be public records;
- 6.7 Identify and solicit sponsors, subject to City approval to review, approve and refuse any sponsors or sponsorship contract; use commercially best efforts to ensure sponsorship opportunities for local City businesses;
- 6.8 Identify and manage all Amphitheater and other Property operational and maintenance needs; establish Amphitheater maintenance standards approved by City; and make repairs and other improvements to keep the Amphitheater and Property in commercially good order, including, without limitation, cleaning the Property both promptly after events and through daily maintenance;
- 6.9 Create the "event experience" using tools such as lighting, staging, backlining, and promotion, while considering lawful and appropriate noise levels for both City and for residents and businesses near the Property and other potentially affected individuals and entities;
- 6.10 Organize, contract, and subcontract videographers, food and catering through a licensed concessionaire, retail and other entertainment for ticket holders (such as games and photo booths), and other vendors as necessary, limited by Section 9,

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- and use commercially best efforts to ensure vendor opportunities for local City businesses, and block out a percentage of sales space for such businesses;
- 6.11 Create appropriate signage; provide mobile restrooms, fans, misters, water drinking facilities, onsite barricades, and fencing as necessary;
 - 6.12 Hire or contract for, train, and supervise all employees and other individuals and entities required to fulfill DOC's responsibilities;
 - 6.13 Manage payment of, and pay, all Amphitheater operating expenses;
 - 6.14 Maintain quarterly financial reports, including revenue projections, and provide them to City promptly each quarter;
 - 6.15 Acquire all goods and services necessary to fulfill responsibilities;
 - 6.16 Create and promote a website or website section dedicated to City resident suggestions, complaints, and solicitations for resident-run events; dedicate an employee responsible for reviewing and responding to such residents within five (5) business days or, to the extent necessary considering an unusual or complex nature of the resident's comment and the availability of responsive information, within a longer reasonable time;
 - 6.17 Market the Amphitheater to achieve targeted objectives utilizing a transactional-based website. The marketing plan will include email, text, and social media-based communication. Advertising will adopt various media tools including Google Ads or similar media unless City otherwise directs. DOC will review, and update as necessary, specific social media tools at least annually;
 - 6.18 Obtain licenses and other operating permits, including, without limitation, all required City special event permits, special exception noise permits, and county health and TABC permits as applicable;
 - 6.19 Negotiate contracts for maintenance equipment for the Property, to recommend to City and subject to City approval;
 - 6.20 Prepare and execute the DOC School program discussed in DOC Bid (Exhibit C) utilizing City-approved independent school district ("ISD") spaces, after receiving written approval of plan from City and the ISD. DOC shall update City on the School program plans, preparation, and expected execution, and past program experiences every six (6) months starting at the Effective Date. It is DOC's express plan to implement the program in February of each year of the Agreement, and either a job fair or a shorter version of the program in August 2023;

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- 6.21 Provide Adequate Emergency and Security at the Property. DOC shall coordinate with City and other local first responders to implement all necessary and appropriate emergency measures for the Property to ensure adequate and timely police, fire, medical, and other potential emergency precautions, training, and responses, including, without limitation, installation, training for use, and maintenance of standing precautionary safety and health measures such fire alarms, fire extinguishers, fire hose points and hydrants, fire sprinklers, first aid stations, misters, cardiac defibrillators and other medical equipment, deployment of traffic and security personnel and equipment, establishing and maintaining toilet, diaper changing, hand-washing, and hydration facilities, and marking and maintaining adequate evacuation exit and emergency evacuation and shelter routes and locations. Where necessary and in accordance with applicable City policies and procedures, DOC may at its own expense hire or contract for appropriately trained and equipped private personnel or off-duty government personnel for security or other emergency services to the extent such are not provided by City or other governmental entities, and will reimburse governmental entities for use of their personnel and equipment to the extent required by Laws;
 - 6.22 Promptly provide to City upon written request all City certificates of insurance evidencing insurance coverage as required by this Agreement and, upon written request of City permit City representatives, which may but need not include independent auditors, to inspect and copy any insurance policies and related documents covering DOC's risks as required by this Agreement;
 - 6.23 Secure, or ensure that performers, their representatives, or others secure, any needed license or other permission from copyright holders to perform, broadcast, and record any works or performances at the Property, and pay, or ensure that performers, their representatives, or others pay, any royalties due to any copyright holders respecting any event at the Property, and not infringe, and ensure that no performer or performer's representative or affiliate infringe, at the Property or in connection with any advertising, or ticket sales relating to events, including anticipated future events, at the Property, on any copyright, trademark, service mark, patent, or other intellectual property rights or interests of City or of others.
7. **Financial Management.** DOC's Management Services obligations also will include the financial management services stated in this Section 7. DOC will employ or retain an accountant or bookkeeper whose responsibilities include the Property, who shall maintain all books, records, and other data associated with the financial activities of the Property, prepare all operating budgets, cash flow budgets, and other financial forecasts, and be responsible for the day-to-day financial affairs of the Property. All accounting records shall be maintained in a format materially consistent with generally accepted accounting principles and with reasonable accounting, operating, and administrative controls governing the Property also consistent with such principles.

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- 7.1 **Financial Reporting.** During the Term, DOC shall provide, in a format reasonably specified by City, both a reasonably accurate, detailed quarterly financial statement of the Amphitheater within fifteen (15) days of the close of each City fiscal quarter and, a detailed, reasonably accurate annual financial statement within forty-five (45) days of the close of each City fiscal year.
- 7.2 **Financial Records and Inspection.** DOC shall maintain a set of all financial, vendor, and operating records relating to the Amphitheater at the Property. At any time during the Term, City shall have the right, after three (3) business days prior written notice to DOC, to inspect the books, records, invoices, deposits, canceled checks, and other financial data or transactions of the Amphitheater at reasonable times and during normal business hours; provided, however, City shall try not to disrupt in the operations of the Amphitheater in connection with such inspections. Notwithstanding the preceding, such inspection rights shall not extend to any inspection of DOC corporate records at its corporate office unless they contain information relating to the operations of the Amphitheater that is not commercially reasonably available from other sources, or any records relating to any other projects or locations, except to the extent that records pertaining to the operation of the Amphitheater are consolidated or commingled with such corporate records City may inspect regarding the Property, and any fixtures, equipment or machinery owned by City that is used for or located on the Property after three (3) business days prior written notice to DOC, or immediately without notice in emergencies or as required in the interests of public health or safety. City may question and communicate with its own officers and employees at any time upon any subject allowed by Laws, and DOC will not seek to impose any non-disclosure agreements or policies that purport to impede such communications. DOC will not seek to inhibit or prevent its own officers, employees, or other agents from communicating respecting violations of this agreement or of any Laws to the City or other governmental authority. Upon expiration or termination of this Agreement, DOC will promptly turn over all records pertaining to the Property or any portion of the Property to City; however, DOC may retain copies.
8. **Environmental Remediation.** Throughout the Term, if DOC becomes aware of the presence of any Hazardous Waste as defined in title 30 of the Texas Administrative Code, chapter 335 or in title 40 of the Code of Federal Regulations, part 263, whichever definition is more inclusive, in a quantity sufficient to require remediation or reporting under any Laws in, on, above, or under the Property, or if either Party or all or any portion of the Property becomes subject to any order of any federal, state or local agency or court to investigate, remove, remediate, repair, close, detoxify, decontaminate or otherwise clean up the any portion of the Property or the air above it, DOC shall, at City's request, use all commercially reasonable efforts, or any more onerous legally required efforts, to carry out and complete any such investigation, removal, remediation, repair, closure, detoxification, decontamination or other cleanup; provided that such remediation activities shall be at DOC's expense to the extent such activities are required solely as a result of DOC's negligent, knowing, reckless, or intentional actions or omissions; at

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City's sole expense if such activities are caused solely by City's negligent, knowing, reckless, or intentional actions or omissions and if neither Party is solely responsible, then the Parties will share expenses of such activities in proportion to their respective fault. The Parties will negotiate respecting contribution between themselves and to or from non-Parties for activities caused by non-Parties, and whether to seek remedies against non-parties respecting hazardous waste. The indemnity, hold-harmless, and defense provisions in Section 18 apply to Hazardous Waste-related liability. The responsibilities under this Section 8 for investigation, removal, remediation, repair, closure, detoxification, decontamination or other cleanup of Hazardous Waste that was ordered during while this Agreement was in effect or that results from Hazardous Waste that arrived on, under, or over the Property while this Agreement was in effect, will survive the termination of this Agreement.

9. **Contracts.** DOC shall negotiate, consummate, enter into, and perform, such agreements as DOC may deem necessary or advisable for the furnishing of all food, beverages, utilities, concessions, entertainment, operating supplies, equipment, repairs, and other materials and services for the management and operation of the Amphitheater. However, agreements over Twenty-Five Thousand Dollars (\$25,000) in total payments over the term of such contract or which has a term of over one (1) year shall require prior written consent of City.

CITY OF HUTTO OBLIGATIONS

10. **Funding Terms.** City may, but is not required to, budget and appropriate funds not to exceed \$150,000 to reimburse DOC for costs incurred by DOC for the Term for items within the scope of service (Section 4) including items recommended by DOC for City to improve the Amphitheater, to pay for insurance directly related to events, to enforce or complete Make Ready provisions (Section 11), provide certain services for events, and to pay certain other expenses required to enforce or perform Agreement provisions as agreed by the Parties. DOC may request reimbursement by the City for such costs but the City is not obligated to honor any such request, and any disbursement of such funds is subject to approval by City Council if the amount (or amounts within a City fiscal year) exceeds or exceed the City Manager's expenditure authority.
11. **Make Ready.** City will "Make Ready" (defined below) the Property, structurally and non-structurally, in good repair excepting normal wear and tear, and in compliance with applicable Laws. If City materially fails to Make Ready Property thirty (30) calendar days after DOC provides written notice to City of such failure, including full description of the failure, and cost estimate for completion, unless City terminates this Agreement within that thirty-day period, DOC is authorized to make minimal repairs or modifications necessary to bring the Amphitheater and Property to reasonably acceptable condition at no additional expense to City except to any extent to which City agrees to supplement Agreement funding and appropriates such amount for that purpose. To Make Ready includes:

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- 11.1 **Safe Entry and Exit.** Providing safe entry, exit, and return to, on and from the Property including to and from the Amphitheater, and including roadways for vehicles to enter, park, and exit safely; and
- 11.2 **Operational Water and Electrical.** Ensuring all electrical equipment and water facilities are operational.
- 12. **Evacuation Plan.** City will provide an evacuation plan, identifying appropriate signage locations. However, DOC is responsible for providing, posting, and maintaining all signage tied to pedestrian and vehicular traffic flow, entry and exit, and alcohol and firearms; road barrier supply and placement; and traffic control plans, and all other plans and signage.
- 13. **Profits.** City and DOC shall generally divide net profit under this Agreement allocating 85% to DOC and 15% to City, except for 2023 shows with a ticket capacity of fewer than two-thousand five-hundred (2,500) tickets which will be allocated 87.5% to DOC and 12.5% to City, including as gross profits: proceeds from all food and beverage sales, ticket sales, parking charges, rentals, sponsorships, advertising by non-Parties posted on the Property, and all other income sources related to or arising from use of the Property. All gross proceeds from all sources, less applicable expenses and commissions (“Net Profits”) shall be accounted for and paid to City monthly; said accounting to include a detailed profit and loss statement (including backup materials) and provided to City. The Parties will confer respecting any disagreements regarding such profits, payments, or accounting for a reasonable time (at least ten (10) business days) before pursuing any remedies respecting the same.

REPRESENTATIONS AND WARRANTIES

- 14. **City's Representations and Warranties.** City makes the following representations and warranties to DOC, which representations and warranties shall unless otherwise stated herein, survive the termination of this Agreement:
 - 14.1 **Authorization.** City is a home-rule municipal corporation duly organized, validly existing, and in good standing under the laws of Texas with full power and authority to enter into this Agreement. The making, execution, delivery, and performance of this Agreement by City has been duly authorized and approved by all requisite actions, and this Agreement has been duly executed and delivered by City and constitutes a valid and binding obligation of City, enforceable by its terms.
 - 14.2 **Performance and Execution.** Neither performance of this Agreement, nor the execution and delivery of said performance, will result in any breach of, or constitute any default under, any agreement or other instrument to which City is a party, or by which it may be bound.

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- 14.3 **Ownership Rights.** City currently owns and possesses, and shall retain during the Term, all of the property interests in the Amphitheater and the Property necessary to enable DOC to perform its duties under this Agreement peaceably and quietly. Such City property interests shall include all trade names and logos City uses or may during the Term used in the operation of the Property.
15. **DOC's Representations and Warranties.** DOC makes the following representations and warranties to City, which representations and warranties shall, unless otherwise stated herein, survive the termination of this Agreement:
- 15.1 **Authorization.** DOC is a limited liability company duly organized, validly existing, and in good standing under the laws of Texas and authorized to transact business in Texas, with the full corporate power to enter into this Agreement and execute all documents required hereunder. The making, execution, delivery, and performance of this Agreement by DOC has been duly authorized and approved by all requisite actions of the board of directors, members, or other governing body of DOC, and this Agreement has been duly executed and delivered by DOC and constitutes a valid and binding obligation of DOC, enforceable in accordance with its terms.
- 15.2 **Performance and Execution.** Neither performance of this Agreement, nor the execution and delivery of this Agreement will result in any breach of, or constitute any default under, any agreement or other instrument to which DOC is a party, or by which it may be bound.
- 15.3 **Accuracy of Bid Information.** DOC represents that all information stated in its proposed bid (attached in Exhibit C) is and remains true and correct, including stated qualifications and knowledge, descriptions of experience, including years and areas of expertise, disclosure of any conflicts of interest in accordance with Texas Local Government Code Chapter 176, and all other relevant material information.
- 15.4 **Insurance Representations.** DOC represents they have Errors and Omissions coverage, all required insurance coverage and will retain the same or higher and broader coverage during the Term, including any Term extension or renewal.

INSURANCE, LIABILITY, INDEMNIFICATION

16. **Required Coverage.** DOC is required to, must maintain, and will require any event contractor or provider to purchase and maintain insurance coverage (under an “occurrence” policy form) with an insurance company or companies in the amount described below, insuring statutory workers compensation for occupational diseases and injuries sustained by or death resulting to DOC employees or subcontractors as required by law, and DOC and/or City’s liability for any property damage, bodily injuries or death sustained by any person(s) in any manner caused by, arising from, or related to DOC’s scope of duties under this Agreement (both under Sections 4-9 and any other section

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creating duties herein), regardless of whether alleged injury or damage was caused or alleged to be caused in whole or in part by the conduct of DOC or City. City will be named as an additional insured by endorsement to the above-described policies to the extent permitted by Laws. As a condition of DOC's Agreement obligations, prior to commencing Agreement work, DOC shall secure from City proof of a Certificate of Insurance, certifying existence of all coverage required hereunder. All insurance policies shall waive any and all rights of subrogation against City pursuant to Section 16.1.2. The coverage available to DOC shall not be less than the limits set forth below. DOC's property coverage shall be primary, as well as additional insured coverage. Exclusions and deductibles must be approved by City. DOC will not amend or cancel coverage, or allow coverage to be amended or cancelled, without thirty days written notice to City.

16.1 Without limiting Section 16, the DOC agrees to secure and maintain, at DOC's sole cost and expense, the following insurance at the coverage limits specified:

16.1.1 **Worker's Compensation Insurance.** In accordance with the laws of the State of Texas, statutory requirements must be evidenced in a certificate inclusive of limits in the amount of \$1,000,000 employer's liability each accident, \$1,000,000 each employee, and \$1,000,000 policy limit.

16.1.2 **General Business Liability.** Required limits are \$2,000,000 per occurrence and \$4,000,000 in the aggregate.

16.1.3 **Automobile Liability.** Combined bodily injury and property damage liability with a combined single limit of \$1,000,000.

16.1.4 **Force Majeure Insurance.** Sufficient insurance coverage to cover DOC and City for expenses continued debt servicing, loss of income, ongoing fixed costs, spoilage, and related contingencies. associated with an event cancelled or delayed through no fault or negligence of DOC to the extent that such cancellation or delay was caused by fire, flood, pandemic, epidemic, riot, war, insurrection, governmental declaration of emergency, earthquake or earth tremor, power failure, or labor dispute, (collectively, "Force Majeure Events" or "FME").

16.1.5 **Errors and Omissions Coverage.** Coverage of DOC members, management, employees, and any ticket agents and other contractors and agents to include for failure to perform any DOC obligation under this Agreement or for materially breaching this agreement at a minimum of \$50,000 per occurrence and \$1,000,000 overall.

16.2 **Waiver of Subrogation.** DOC waives its insurers' rights of subrogation against City and against any City officials, officer, employees, or property, and will notify each of its insurers of this waiver, and will cause any and all applicable certificates of insurance to include this waiver.

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17. **DISCLAIMER OF LIABILITY. NEITHER CITY NOR ANY OF ITS PROPERTY, OFFICIALS, OFFICERS, EMPLOYEES OR AGENTS ("CITY-RELATED PARTIES") WILL BE LIABLE OR RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY TO ANY PERSON OR TO ANY PROPERTY, INCLUDING INTELLECTUAL PROPERTY, OF DOC OR DOC'S EMPLOYEES, OFFICERS, DIRECTORS, SUCCESSORS, ASSIGNS, SUCCESSORS, TRUSTEES, CREDITORS, AGENTS, CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, VENDORS, INVITEES OR ALL OTHER PERSONS PERFORMING SERVICES OR SUPPLYING GOODS ON DOC'S BEHALF, RESULTING FROM ANY CAUSE WHATSOEVER.**

18. **INDEMNIFICATION. DOC SHALL INDEMNIFY, DEFEND, AND HOLD-HARMLESS CITY AND CITY-RELATED PARTIES FROM ALL LIABILITY, LOSS, DAMAGE, COST, OR EXPENSE (INCLUDING, WITHOUT LIMITATION, PENALTIES AND PUNITIVE DAMAGES, AND COSTS AND EXPENSES FOR COMPLYING WITH ANY ADMINISTRATIVE COURT ORDER OR JUDGMENT, ACTUAL AND REASONABLE ATTORNEYS' FEES AND LITIGATION EXPENSES) CAUSED BY THE NEGLIGENT, KNOWING, WILLFUL, RECKLESS, OR INTENTIONAL ACTS OR OMISSIONS OF DOC (OR OF ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS AND OTHERS FOR WHOM DOC IS RESPONSIBLE, AND SUCCESSORS AND ASSIGNS), TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT TO THE EXTENT SUCH ACTS OR OMISSIONS WERE DIRECTED OR APPROVED BY CITY, OR SUCH LIABILITIES WERE CAUSED BY CITY'S WILLFUL OR CRIMINAL MISCONDUCT, GROSS NEGLIGENCE OR FRAUD. DOC'S DUTY TO INDEMNIFY, HOLD-HARMLESS, AND DEFEND CITY AND CITY RELATED PARTIES SHALL EXTEND TO ALL CLAIMS FOR LIABILITY, LOSS, DAMAGE, COST, OR EXPENSES, INCLUDING EXPENSES RELATED TO COMPLYING WITH ANY ADMINISTRATIVE OR COURT ORDER OR JUDGMENT, ARISING FROM OR RELATING TO ANY EVENT PLANNED EVENT OR OCCURRENCE AT THE PROPERTY, INCLUDING TICKET SALES AND ADVERTISING, TAKING PLACE BEFORE, DURING, OR AFTER THE TERM. NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN, DOC WILL NOT SETTLE ANY CLAIM OR LITIGATION COVERED BY THE OBLIGATIONS IN THIS SECTION WITHOUT THE CONSENT OF CITY. CITY RESERVES THE RIGHT TO APPROVE ANY ATTORNEYS SELECTED BY DOC TO DEFEND AS TO SUCH CLAIMS OR LITIGATION. CITY MAY, AT ITS OWN EXPENSE, RETAIN ITS OWN COUNSEL FOR SUCH MATTERS TO SUBSTITUTE FOR OR ASSIST LAWYERS RETAINED BY DOC FOR SUCH MATTERS. THESE DEFENSE, HOLD-HARMLESS, AND INDEMNIFICATION OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.**

PRIVILEGED & CONFIDENTIAL**DEFAULT, TERMINATION, CURE**

19. **Default. Neither Party waives any defenses or immunities in connection with any default under this Agreement.** The occurrence of any one or more of the following events which is not cured within the specified cure period, if any, shall constitute a default under this Agreement (hereinafter referred to as an "Event of Default"):
- 19.1 **Failure to Pay Sums Due.** Either Party's failure to pay any sums payable under this Agreement when and as the same shall become due and payable and such failure shall continue for a period of thirty (30) calendar days after written notice (specifying the item not paid, and the amount in arrears and due date) thereof from the other Party to the defaulting Party. However, if City's failure to pay is due to funds being unavailable or not timely appropriated, then such is not an event of default and DOC's remedies are exclusively as stated in Section 10.
- 19.2 **Failure to Comply.** Either Party's material breach of this Agreement or failure to comply with any of the covenants, agreements, terms, or conditions contained in this Agreement other than nonpayment of money, and such breach or failure shall continue for a period of ten (10) business days after written notice thereof from the other Party specifying in detail the nature of such breach or failure and when any performance was due. There will be no cure period for a breach or failure that is not curable. If any such breach or failure is curable but cannot with due diligence be cured within such ten-day period, if the potentially defaulting Party begins promptly and diligently to cure the same and thereafter diligently prosecutes curing such breach or failure, the time within which the failure may be cured shall be extended for such period as agreed upon in writing by the Parties up to an additional 30 calendar days. However, if any such failure other than nonpayment of money occurs within ten (10) business days before a scheduled entertainment event under this Agreement, the defaulting Party shall have forty-eight (48) hours to cure such failure, unless otherwise agreed upon in writing by both Parties.
- 19.3 **Insolvency.** Subject to the applicability, if any, of title 11, United States Code, section 525(a), if either Party applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or any of its property; is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature; makes a general assignment for the benefit of creditors; is adjudicated as bankrupt or insolvent; or files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or admits the material allegations of a petition filed against it in any proceedings under any such law, or if any action shall be taken by said party for the purpose of effecting any of the foregoing, and such event is not cured within thirty (30) calendar days.

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- 19.4 **Force Majeure.** To the extent that a breach or failure that would become an Event of Default if not timely cured is caused by a Force Majeure Event (“FME”), or renders timely performance or cure by the potentially defaulting Party objectively impossible, the applicable cure period for curing such default will be extended beyond any applicable cure period that had run before the FME for the duration of the such FME up to a maximum of forty (40) business days plus ten (10) business days, so that cure would be due after the expiration of the original cure period, plus the time during which performance was impossible due to an FME up to forty (40) business days, plus ten (10) business days. However, an FME will not extend any cure period if the potentially defaulting Party could with due diligence have anticipated the FME and taken commercially reasonable steps that would have avoided impossibility of timely performance or timely cure, and such failure of due diligence also renders the potentially defaulting Party ineligible for the additional ten (10) business days to cure after what would have been the cure extension during the FME. This Section does not create a cure period for a non-curable failure or breach.
20. **Termination.** This Agreement shall terminate upon the occurrence of any of the events set forth below:
- 20.1 **Event of Default.** Upon the occurrence of an Event of Default provided in Section 19, the non-defaulting Party shall have the right to terminate this Agreement by delivering a written notice of default and termination, which will terminate this Agreement immediately or, if there is an applicable cure period, and the non-defaulting Party has delivered a notice of default and demand to cure to the defaulting Party, and the defaulting Party has not cured the event of default during the applicable cure period, then the when the non-defaulting Party delivers a notice of termination by reason of default, this delivery immediately terminates this Agreement;
- 20.2 **Term Expiration.** Upon the expiration or termination of this Agreement according to its terms as specified in Section 2;
- 20.3 **City Termination for Convenience.** Upon sixty (60) calendar days, or such longer period as the notice may state, after City delivers to DOC a written notice of termination for convenience.
- 20.4 **Mutual Termination.** Upon both Parties’ agreement in writing to terminate this Agreement;
- 20.5 **Non-Appropriation Termination.** Upon expiration of the fiscal year prior to a fiscal year for which City fails to budget or appropriate the necessary funds under this Agreement as provided on Section 37.

PRIVILEGED & CONFIDENTIAL**21. Additional Termination Provisions**

- 21.1 After termination of this Agreement, except to the extent of money owed by City that was not budgeted or appropriated, all sums owed by either Party to the other for actions taken, for goods or services provided, or for expenses incurred, including, without limitation, proceeds from ticket sales, shall be paid within thirty (30) calendar days after such termination, and either Party may demand such payment, including, in the occurrence of an Event of Default, all costs, damages, expenses, prejudgment interest, and reasonable attorneys' fees arising from such Event.
- 21.2 Without prejudice to later termination after the occurrence of an uncured Event of Default and expiration of any applicable cure period either Party may, in addition to or instead of termination seek specific performance of non-monetary obligations, or injunctive relief or declaratory relief, as to remaining performance other than non-monetary obligations, in addition to any other remedy authorized by law. No remedy granted to City is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, or by statute. No delay or omission by City to exercise any right accruing upon an Event of Default shall impair City's exercise of any right or shall be construed to be a waiver of any rights or Events of Default or acquiescence to it.
- IN NO EVENT SHALL CITY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR PERFORMANCE OR NON-PERFORMANCE HEREUNDER, EVEN IF ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
- 21.3 If after the expiration of any permitted notice and cure period, a Party hereto shall have failed to cure any default other than a monetary default, in the performance of any representation, covenant, or obligation on its part to be performed, then the other Party may, at any time thereafter until this Agreement is terminated, without further notice, perform the same for the account and at the expense of the other Party.
- 21.4 Parties will negotiate regarding amounts and timing for any renewal or extension of this Agreement. On written request of either Party, the Parties may engage in non-binding mediation at the sole expense of the Party requesting mediation, respecting funding amounts and timing for contract renewals or extensions, or other issues. However, if funds become unavailable or not timely appropriated for any portion of the Term or for any renewed or extended term, DOC may cease performing under this Agreement and either Party may terminate this Agreement if provided by Section 20.

PRIVILEGED & CONFIDENTIAL**MISCELLANEOUS**

22. **Notice.** Any notices or other communications required or permitted hereunder shall be sufficiently delivered if in writing and either, delivered personally, sent by certified mail (return receipt requested), or sent by nationally recognized overnight mail or courier service (delivery receipt requested) addressed as shown below, or to such other address as the Party concerned may substitute by written notice to the other.

CITY

City of Hutto
 Attention: City Manager
 500 W. Live Oak Street
 Hutto, TX 78634

With a copy to:

Hutto City Attorney
 Bojorquez Law Firm, PC
 11675 Jollyville Rd, STE 300
 Austin, TX 79759

DOC

Directors of Chaos
 Attention: Chris Stone and Tim Pioppo
 1801 Lavaca St. Unit 2E
 Austin, TX 78741

With a copy to:

The addresses and addressees may be changed by giving notice of such change in the manner provided herein for giving notice. Unless and until such written notice is received, the last address and addressee given above shall be deemed to continue in effect for all purposes.

However, in emergencies, in addition to alerting first responders if they are needed by calling 9-1-1 or by other appropriate means, each Party will make best efforts to notify the other Party of the relevant information immediately by the most effective and expeditious means available, including, without limitation, telephone, text message, email, or express delivery, followed by formal notice as provided in this Section.

23. **Naming Rights.** Naming rights to the Amphitheater are frozen.
24. **Licenses, Permits, and Accreditations.** DOC shall apply for and use its commercially reasonable efforts to obtain and maintain, in City's name (or, if otherwise required by applicable law, in DOC's name) and as an operating expense, all licenses, permits, and accreditations required in connection with the management and operation of the Amphitheater. City will cooperate with DOC in obtaining such licenses, permits, and accreditations.

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25. **Legal Action.** Neither Party may commence any litigation including administrative proceeding by or on behalf of the other Party or property of the other Party without the prior written consent of that other Party, including such commencement by DOC on behalf of any interest in any of the Property.
26. **Emergency Expenditures.** In the event an emergency condition is impending or exists in, on, under, above, or about the Property of which DOC is aware and which, in DOC's sole and absolute discretion, requires immediate action to preserve and protect the Property, to better assure the Amphitheater's continued operation, or to protect any individual, DOC is authorized to take all steps and to make all reasonable expenditures necessary to prevent, mitigate, repair and correct any such condition. However, City at its sole discretion may intervene and assume any such remedial measures, or limit or change the measures that DOC is taking or omitting in the interests of public safety or health.
27. **Compliance with Laws.** DOC will (1) comply in all material respects with all Laws, applicable to the use, operation, maintenance, repair and restoration of the Property, including, without limitation, the Amphitheater, whether or not compliance therewith shall interfere with the use and enjoyment of the Property; and (2), except for those which are the obligation of City or City's separate contractors, procure, maintain and comply with all licenses and other authorizations required for any use of the Amphitheater and Property then being made, and for the operation and maintenance of the Property or any part thereof. If at any time during the Term DOC is notified or determines that repairs, additions, changes, or corrections in the Property of any nature shall be required by reason of any Laws, DOC shall notify City and request City's consent to take all reasonable steps and to make all reasonable expenditures necessary to make any such repairs, additions, changes or corrections.
28. **Exhibits and Recitals.** All Exhibits attached hereto are incorporated herein by this reference as if fully set forth herein. If any Exhibits are subsequently changed by the mutual written agreement of the Parties, the Exhibits shall be modified to reflect such change or changes and dated and initialed by the Parties. In addition, the above Recitals are also incorporated herein.
29. **Entire Agreement and Amendments.** This Agreement and the Exhibits hereto embody the entire agreement and understanding between the Parties relating to the subject matter hereof and supersede all prior representations, agreements, and understandings, oral or written, relating to such subject matter. This Agreement may not be amended or modified in any way except by an instrument in writing executed by both Parties.
30. **No Partnership or Joint Venture.** Nothing contained herein shall be deemed or construed by the Parties hereto or by any third party as creating a partnership or a joint venture between the Parties hereto.
31. **Assignment.** This Agreement shall not be assigned by either Party hereto without the express written consent of the other Party and upon any terms or conditions asserted by

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the consenting Party. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, legal representatives, and court-appointed assigns. If there is an assignment by a Party without the consent of the other Party, the assigning Party remains fully obligated under this Agreement as if there had been no assignment, regardless of any provisions in the assignment instruments or any other provisions.

32. **Severability.** Except as expressly provided to the contrary herein, each section, part, term, or provision of this Agreement shall be considered severable, and if for any reason any section, part, term, or provision herein is determined to be invalid and contrary to or in conflict with any existing or future Laws, such determination shall not impair the operation of or have any other effect on other sections, parts, terms, or provisions of this Agreement as may remain otherwise intelligible and practicable, and such remaining sections, parts, terms, or provisions shall continue to be given full force and effect and bind the Parties hereto, and said invalid sections, parts, terms, or provisions should not be deemed to be a part of this Agreement.
33. **Accord and Satisfaction.** No payment by either Party or receipt by either Party of a lesser amount than that which is owed shall be deemed to be other than on account of such amounts owed to the payee, nor shall any endorsement or statement on any monetary instrument or letter accompanying any monetary instrument or payment by one Party to the other Party be deemed an accord and satisfaction, and either Party may accept such monetary instrument or payment without prejudice to the payee's right to recover the balance of the amounts owed or to pursue any other remedy provided for in this Agreement.
34. **Governing Law and Venue.** This Agreement shall be governed by and construed under the laws of the State of Texas without regard to Texas' choice of law provisions, Exclusive venue for litigating disputes arising under this Agreement, each Party reserving their respective privileges, immunities, and defenses to subject-matter jurisdiction, same shall lie in a court sitting in Williamson County, Texas.
35. **Captions.** Captions, titles to sections, and paragraph headings used herein are for convenience of reference and shall not be deemed to limit or alter any provision hereof.
36. **No Arbitration.** City and DOC expressly agree that no claims or disputes between the Parties arising out of or relating to this Agreement, or a breach thereof, shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.
37. **Non-Appropriation of Fiscal Funding.** This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement effective at the end of any City fiscal year if City's governing body does not appropriate funds sufficient to perform its obligations, if any, under this Agreement as determined by City's budget for the fiscal year in question. City or DOC may effect such termination beginning at the commencement of a fiscal year by giving

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the other Party a written notice of termination at or before the end of City's then-current fiscal year.

38. **DOC Disclosure of Interested Persons.** DOC will comply with the registration and filing requirements of Texas Government Code section 2252.908 (Disclosure Of Interested Parties) (commonly referred to as "H.B. 1295") as it may be amended from time to time by following the Texas Ethics Commission's instructions for business entities registration for accounts and filing that are now, together with required forms, online at <https://www.ethics.state.tx.us/filinginfo/1295/>, but DOC is responsible for this compliance regardless of whether the Commission changes or eliminates online filing materials.
39. **No Boycott of Israel.** Before the Effective Date, DOC must provide to City a written verification, meaning a sworn statement based on personal knowledge of the signing representative of DOC, executed before an authorized person under oath or complying with Texas Civil Practice & Procedure Code section 132.001 (unsworn declaration under penalty of perjury) that, in accordance with Texas Government Code section 2271.002, DOC: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Said section 2271.002 makes submission of this verification a condition precedent of City's authority to enter into this Agreement. In lieu of submitting a separate written verification, DOC's representative may execute this Agreement upon oath administered and attested by notary public or other officer authorized to administer oaths.
40. **Verification Regarding Energy Company Boycotts.** To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, the Owner hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.
41. **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

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

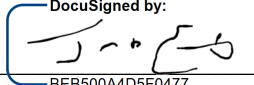
42. **City Procurement Policies Followed.** All City procurement policies and procedures have been followed, according to City of Hutto Code of Ordinances Section 2.06.005, and the incorporated City of Hutto Procurement Policy and Procedures document therein.
43. **No Third-Party Beneficiaries.** Except as expressly provided in or required by the indemnification and insurance provisions of this Agreement, there are no third-party beneficiaries under this Agreement.
44. **Instruments Incorporated by Reference and Precedence of Terms.** City's request for proposals ("RFP") for the project embodied in this Agreement and DOC's accepted bid proposal responsive to the RFP (the "Bid"), each of which are attached in Exhibit C to this Agreement are incorporated herein. In the event of any conflict or inconsistency between or among this Agreement, the Bid, the RFP, or any provisions of any of them, these instruments and their respective provisions take precedence over and govern the other instruments in the following order: (1) this Agreement; (2) the Bid; and (3) the RFP.
45. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument when at both Parties have executed at least one counterpart.

SIGNATURE PAGE BELOW

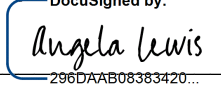
PRIVILEGED & CONFIDENTIAL

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this ____ day of _____, 2023.

CITY

By: 
BEB500A4D5F0477...
James Earp, City Manager
Date: 5/4/2023

For City Attest:

By: 
296DAAB08383420...
Angela Lewis, City Secretary

DOC

By: 
Tim Pioppo, Managing Partner
Date: 4/25/2023

By: 
Chris Stone, Managing Partner
Date: 4/25/2023

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Agreement signed and sworn to before on behalf me of DOC by _____ this ____ day of 2023 in City of Hutto in Williamson County, Texas; the said representative of DOC being known to me or satisfactorily identified to me, and said representative swears that DOC (1) does not boycott Israel; and will not boycott Israel during the term of the contract; (2) 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 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; (3) do not boycott energy companies and, will not boycott energy companies during the term of this Agreement.

[SEAL]

Notary Public [printed name]

Signature

Directors of Chaos x Brushy Creek Amphitheater

May 2023 - November 2023



The Directors of Chaos
11.15.2023

CONTRACT REVIEW



THE DIRECTORS OF CHAOS

1 - The DOC officially received the contract for May 2023

2 - The DOC receives no direct payment from CoH

3 - The DOC provides 15% of all revenue centers plus a \$3 per ticket fee to the City of Hutto

4 - Any budget from the city was known as a reimbursable budget, specifically to use for infrastructure improvements and necessities, wherein the DOC was covering the purchase and would be paid back by CoH

Operations (1)

Below is a list of the operational movements and improvement highlights the DOC has completed since the iteration of the contract.

- 1 - Tracked down relevant old maps, documentation, and researched past operations
- 2 - Created approval process between CoH and DOC for reimbursable budgets and RFAs
- 3 - Filed and approved by TABC for a BG License to vend alcohol at the venue
- 4 - Purchased and received box office facilities
- 5 - Purchased and received shipping containers for storage usage, as BCA had none
- 6 - Identified a variety of site improvements and began the following
 - A - Removed large white rocks surrounding the stage, as these presented themselves as a tripping hazard / made equipment loading more difficult.
 - B - Paved the back road from the stage to the current roadway. This presented itself as a safety issue and was requested by Eric Woods, County Fire Marshall
 - C - Flagged other “make ready” level needs, such as reseeding areas of the grass.
- 7 - Purchased a variety of site related needs, such as 10x10 tents, hand trucks, power washer, and other necessary equipment for events and park upkeep.
- 8 - Began a long term strategy with Square. Acquired 25 point of sale systems for concessions and beyond.
- 9 - Assisted in operation, production, and concessions for the CoH 4th of July event. Donated additional production budget, ice, and beverages to the event.
- 10 - Dialed in BCA specifics for payroll, HR, and beyond

Operations (2)

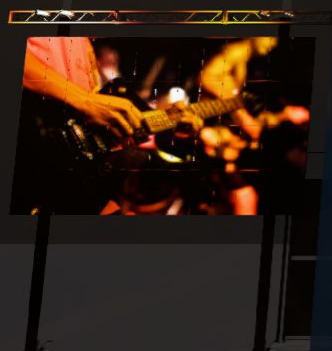
- 11 - Built and fleshed out DOC School program for Hutto
- 12 - Began speaking with ISD to outline a standardized shuttle program
- 13 - Began process and procedure for DOC to handle inquiries, policy, and operations of rentals that have previously been handled alone by CoH. DOC will handle, with city oversight, all inquiries going forward in 2024.
- 14 - Created a variety of decks for technical advancement, sponsorships, talent buying, and rentals.
- 15 - Created a full backend for modeling events, including full expense sheets, house nuts, and production calculations and budgets specific to the venue
- 16 - Spoke with audio partners to maintain sound abatement policies and create additional solutions
- 17 - Began creating a long term strategy and list for additional site improvements, included but not limited to: shade coverage, site lighting, and stage structural capacity.
- 18 - Spoke with the engineering firm to confirm weight loads and capacities.
- 19 - Negotiated contracts with security vendors
- 20 - Created emergency procedures for BCA, both internal and external
- 21 - Had multiple meetings with police, fire, and emergency management to continue updating and building on past procedures.

Operations (3)

- 22 - Began relationships to create procedures with Verizon for cell phone boosting and are now able, through emergency management, to re-aim the cell tower toward the venue on show dates. We've also reached out to the other two main cell providers, and researched other options if the network issues continue to persist.
- 23 - Researched, identified, and had a myriad of meetings with various companies to provide services - anywhere from toilets to cold storage.
- 24 - Shopped many insurance companies and navigated through needs for locking down policies.
- 25 - Started doing mass reach outs for future sponsorships
- 26 - Dealt with USPS to get mailboxes and mail delivery back online for BCA
- 27 - Moved DOC sales tax certificates to be able to operate and sell at BCA
- 28 - Actively working with local vendor Fingerprint Ideas for overall graphic concept, as well as creation and fabrication of menu boards, scrim, site signage, and more.
- 29 - Operated a soft launch event on November 4th to study data points and stress test onsite systems
- 30 - Booked a large bill with a recurring annual model, leaning into the City of Hutto's History
- 31 - Hosted the first Job Fair at BCA
- 32 - Attended Texas Cities and Sounds Conference in Houston. Made connections and are beginning a relationship with the Texas Music Office on behalf of BCA.

BRUSHY CREEK

AMPHITHEATER



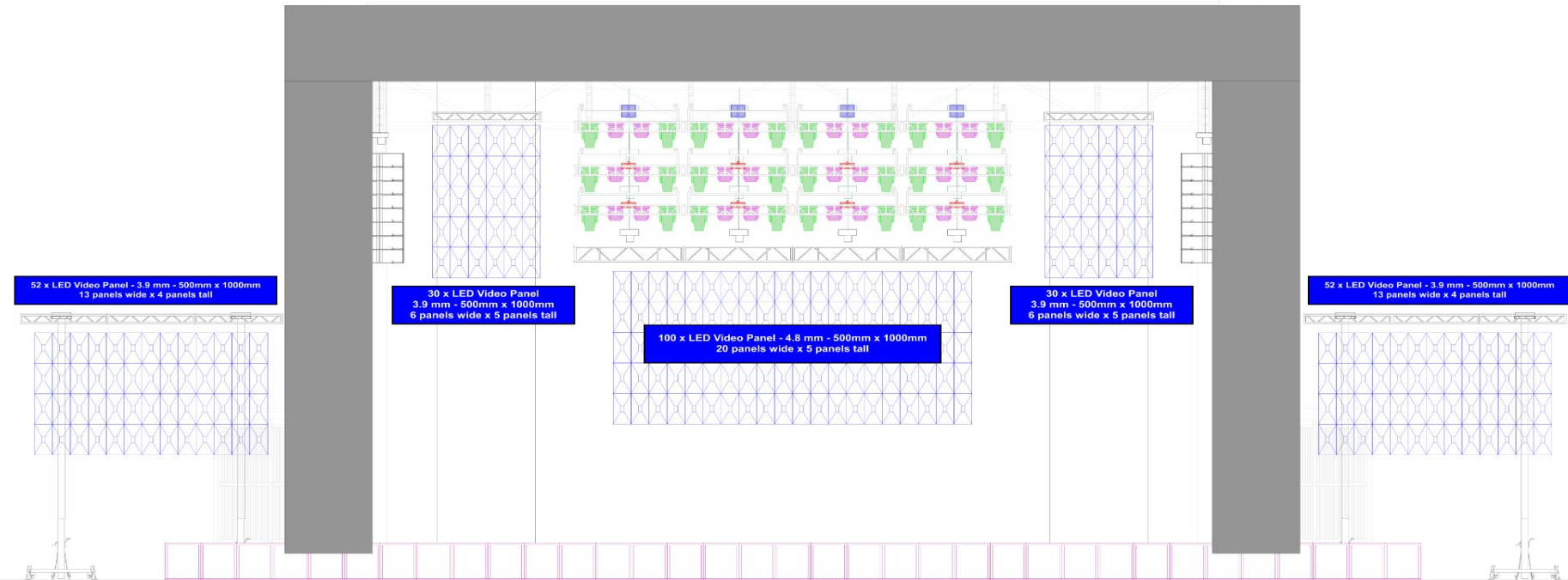
Legend		
Symbol	Name	Count
	MAC Quantum Wash	24
	Robin Forte	24
	Color Strike M	8
	DTW Blinder 700 IP v1.02	4

BRUSHY CREEK AMPHITHEATER

OPTION: A

VERSION: 1

Truss Count		
Vendor: Brushy Creek Amphitheater		
Show:		
Manufacturer	Type	Truss Count
	1 Ten Chain Motor with Bag	16
	2 Ten Chain Motor with Bag	4
Tyler	GT120 w/ Legs Inverted	12
Xtreme Structures and Fabrication	X-12U-125PBP-96	6
Xtreme Structures and Fabrication	X-12U-125PBP-120	2
Xtreme Structures and Fabrication	X-205U-125PBP-120	44



SEAT MAP 4,140

BRUSHY CREEK AMPHITHEATER

SEATING OPTION E

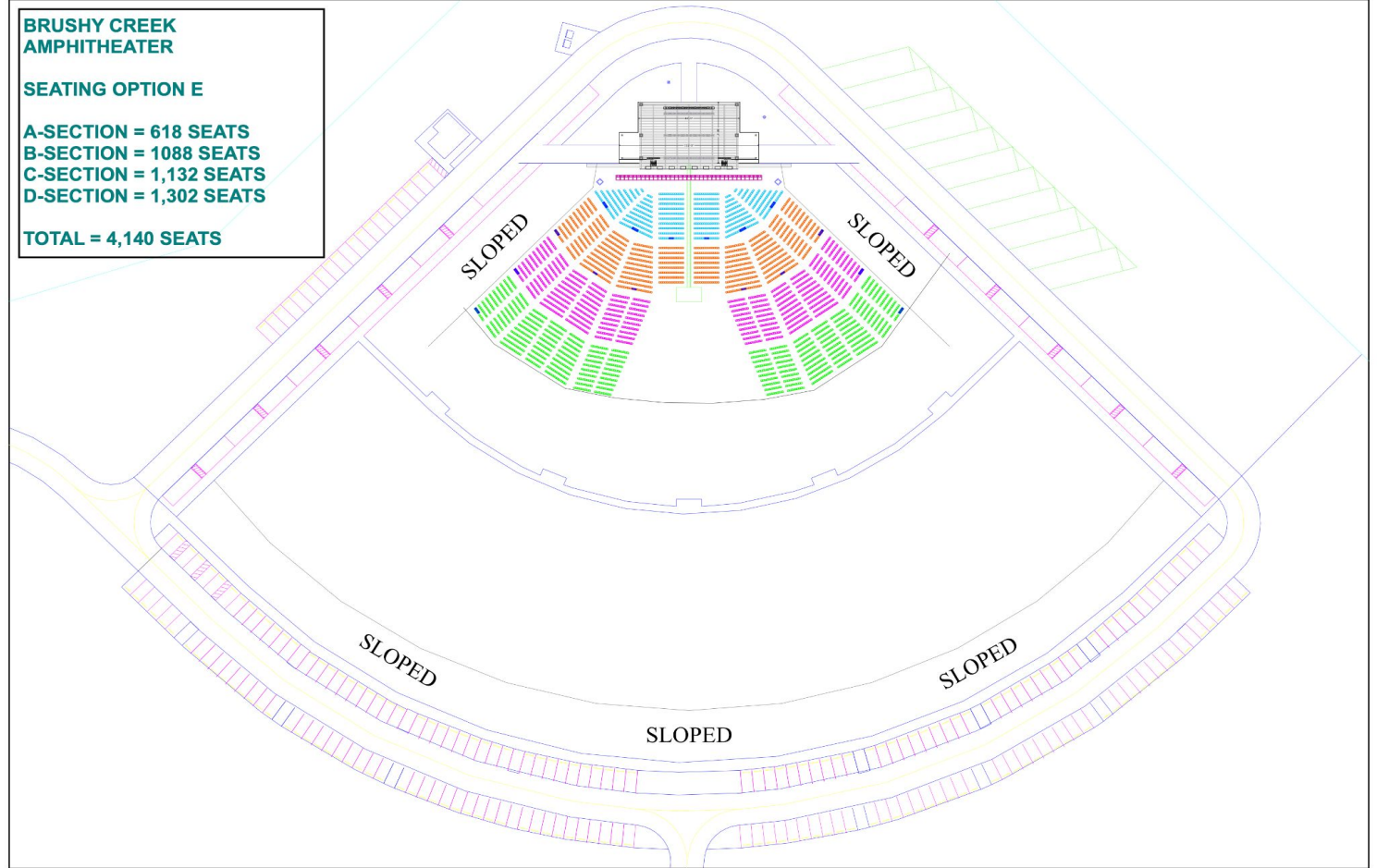
A-SECTION = 618 SEATS

B-SECTION = 1088 SEATS

C-SECTION = 1,132 SEATS

D-SECTION = 1,302 SEATS

TOTAL = 4,140 SEATS



Operations - Test Event, Nov 4 - The Floozies



On November 4th, 2023, the DOC produced and put on the first event. We utilized smaller acts in order to stress test data points, roll out policy, provide onsite training for new hires, and dial in a myriad of operational and marketing needs.

The concert went smoothly, while showing us where improvements will need to take place for any larger scale event.

The show also had the lowest amount of sound complaints (1 complaint - a house directly behind the stage), since utilizing our SMAART L-Acoustics array audio systems.

The DOC took a loss on this event in order to provide this training, study the data, and begin the overall venue awareness campaign (see **MARKETING** section)

Talent Buying - Overview

As mentioned when we took the contract, we were what is known as “off cycle” for booking acts for the remainder of the year, as you normally book about 6-9 months in advance on the shorter end. This removed the option of getting added to routed tours, meaning we were in the territory of fly dates and “one offs”. These types of events have far higher artist fees due to the nature of things. We have done our best to bring a few things across the finish line, but had to pass on some events, as it becomes much more financially difficult and less responsible to operate events at that level of loss potential.

The unfortunate cancellation of KokeFest also set us back a bit, as our initial plan was to work with KokeFM to do a series of co-promoted events to launch the venue.

There’s also been a lot of changes in the overall industry. Festivals around the country have had weather issues, cancellations, and more, which slows down communication. Multiple agencies have merged and been acquired by new investment groups, so a lot of these larger legacy agencies have been more difficult to move quickly with, as they are all being forced to create new systems of their own.

Talent Buying - Overview

- 1 - Scheduled and had meetings with top agents at the largest agencies in the world - CAA (Creative Artists Agency), IAG (APA and AGI new merger), WME (William Morris Endeavor), STG (Sound Talent Group), and others of varying degree
- 2 - Flew a talent buyer out to meet directly with agents and representatives for the Wasserman agency in Nashville
- 3 - We've sent out around 100 offers for 2023 and beyond.
- 4 - There has been tons of interest and movement for shows in 2024. We are unable to disclose specific acts, as that would violate our contracts with agencies until an announce schedule has been approved from the artist's end.
- 5 - Purchased and collated data from Pollstar for hundreds of agents, managers, and artists.
- 6 - Scheduled meetings and reach outs with top artist management agencies, as well as local TX management agencies to create relationships with.
- 7 - Began extending the hand to LiveNation for co-pros and events
- 8 - Working with additional local talent buyers, Matt Bizer of Luck Reunion and more
- 9 - Booked a small test event for November 4th, 2023
- 10 - Booked a large event, festival style, for December 8th and 9th 2023 with world class talent

Talent Buying - Spirit of Orgain

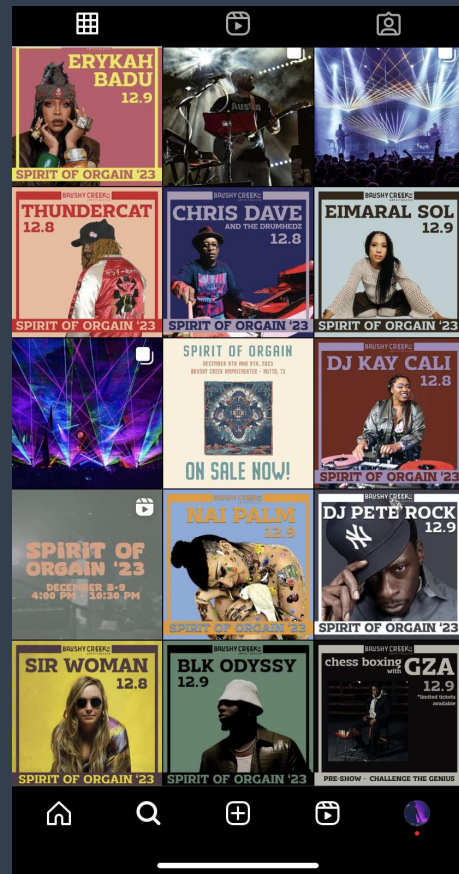
The DOC is proud to present its first series for Brushy Creek Amphitheater - Spirit of Orgain, with the goal of continuing the event annually. The story of Adam Orgain is one of resilience, determination, and unwavering spirit. In the late months of 1854, he became the first non-indigenous settler in the region, carving out a life for himself in the untamed grasslands north of Brushy Creek, within Williamson County.

Headlining this exceptional event are iconic musicians, Erykah Badu, Thundercat, Masego and GZA. Their soulful sounds and powerful lyrics will resonate throughout the amphitheater, echoing the very essence of the man who forged the path for Hutto's future.



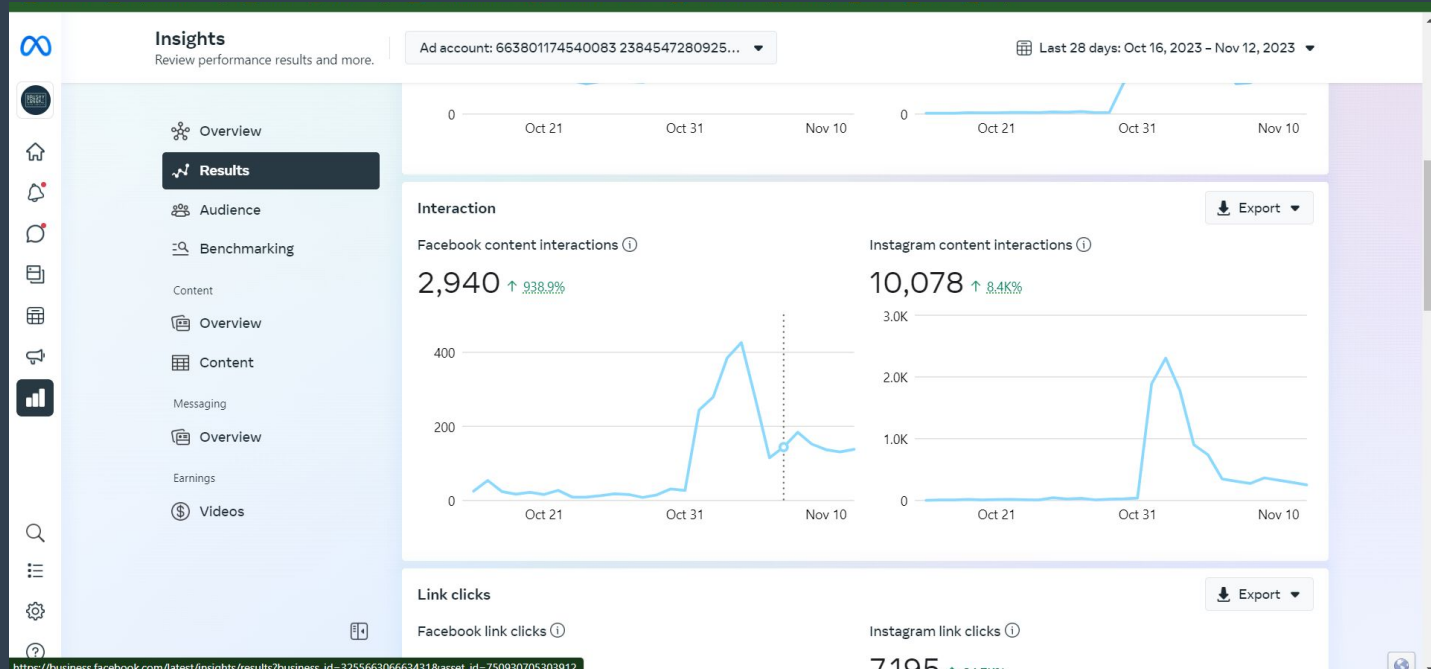
Talent Buying - Spirit of Orgain

The DOC will be teaming up with many community and advocacy groups in order to drive awareness for the event, the venue, and the message for Spirit of Orgain. This includes UtopiaFest, DAWA, RNB LIVE, and many others. We will have a large offering of vendors and food options, curated through DAWA for this event.



Talent Buying - Spirit of Orgain

This event has also been extremely well received by the community, evidenced by the record breaking interaction on social media



Marketing - Overview

After conducting local market research, there are many people in Hutto alone that do not know the venue exists, making a global marketing campaign a necessity. This was not only unexpected, but costly and takes time to build awareness.

There was no content provided from the venue in the past, minus a few photos of the space during the pandemic and a few renders. We needed to operate in order to have content to begin creating the venue awareness campaign.

The largest hurdle with marketing was the fact that the social media accounts for Brushy Creek Amphitheater had never run an advertisement. When this happens, it is a lengthy process to increase your spending limits on Meta in order to effectively advertise. The email list was also small and out of date.

This basically means that we had to start from scratch.

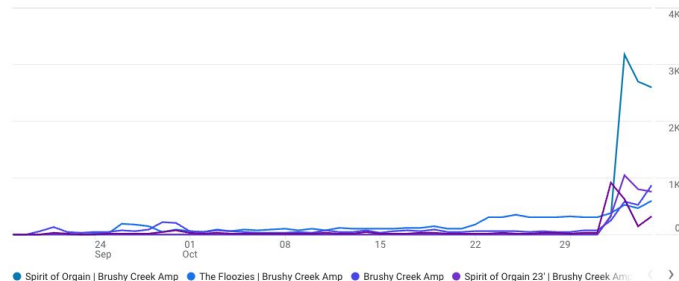
Marketing

- 1 - Put together small internal team and identified helpful vendors
- 2 - Hired photographers to take photos of the empty space
- 3 - Built a myriad of sales, sponsor, and production decks
- 4 - Utilized the Nov 4 Floozies show to begin an awareness campaign (\$10,600) and used the event to gather new live photo and video content
- 5 - AXS Press release going to national and hundreds of regional press outlets, outlining the partnership between AXS, DOC, and City of Hutto
- 6 - In process of marketing the Spirit of Orgain event, utilizing a large budget to also bring general awareness to the venue, in addition to the event
- 7 - Verified the business for META
- 8 - Increased spending capabilities for advertising through Meta and Industry Contacts
- 9 - Revitalized social media pages. Populated with tons of new content and new evergreen content (know before you go, etc)
- 10 - Through our AXS deal, got a new state of the art website fully built for Brushy Creek Amphitheater
- 11 - Set up pixel tracking in order to gather the most relevant data points for advertising conversions and click rates

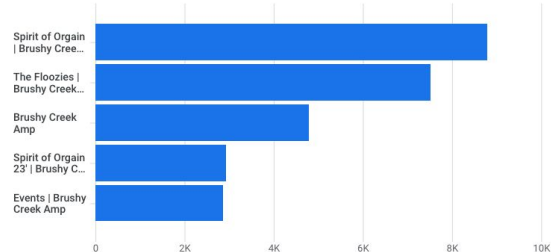
On the next slide, you can see the previous site traffic vs the traffic after starting the first campaign

GOOGLE ANALYTICS

Views by Page title and screen class over time



Views by Page title and screen class



Q Search...

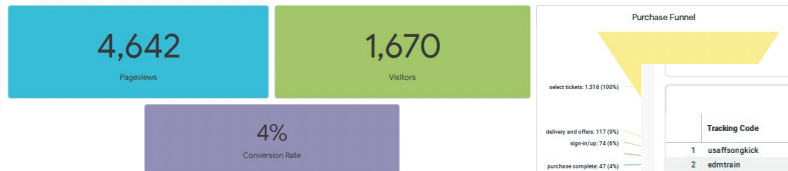
Rows per page: 10 Go to: 1 < 1-10 of 23 >

Page title and screen class	Views	Users	Views per user	Average engagement time	Event count All events	Conversions All events	Total revenue
	31,857 100% of total	17,720 100% of total	1.80 Avg 0%	15s	100,863 100% of total	7,482.00 100% of total	\$0.00
1 Spirit of Orgain Brushy Creek Amp	8,786	6,884	1.28	5s	28,112	0.00	\$0.00
2 The Floozies Brushy Creek Amp	7,520	6,369	1.18	4s	29,286	7,482.00	\$0.00
3 Brushy Creek Amp	4,792	3,246	1.48	18s	16,339	0.00	\$0.00
4 Spirit of Orgain 23' Brushy Creek Amp	2,924	2,188	1.34	17s	6,760	0.00	\$0.00
5 Events Brushy Creek Amp	2,857	2,206	1.30	13s	7,927	0.00	\$0.00
6 Announcements Brushy Creek Amp	900	660	1.36	4s	2,704	0.00	\$0.00
7 Box Office & Ticketing Brushy Creek Amp	663	583	1.14	14s	1,504	0.00	\$0.00
8 Event Updates Brushy Creek Amp	644	583	1.10	12s	1,548	0.00	\$0.00
9 Asian World Night Market Brushy Creek Amp	467	320	1.46	33s	1,139	0.00	\$0.00
10 About Brushy Creek Amp	463	381	1.22	18s	1,246	0.00	\$0.00

LOOKER

Your Website Insights

Date this year to second Context Name is Brushy Creek Amphitheatre Event Name is the Rooties



Top 10 Referral

Referring Domain	Unique Visitors
1 brushycreekcamp.com	89
2 reddit.com	77
3 facebook.com	68
4 google.com	58
5 bandintown.com	43
6 doctz.com	43
7 reddit.com	37
8 songkick.com	22
9 spotify.com	22
10 instagram.com	28

Impact by Marketing Channel

Campaign Channel	Page Views	Unique Visitors	Total Orders	Total Tickets	Total Revenue	Conversion Rate
1 No Tracking Code	4,580	1,470	74	148	\$3,930	5%
2 US Affiliates	314	132	8	11	\$270	3%
3 AXS App	113	80	5	7	\$172	17%
4 Other	109	41	2	2	\$74	2%
5 Sem	5	3	0	0	\$0	0%
6 Spotify Affiliates	1	1	0	0	\$0	0%



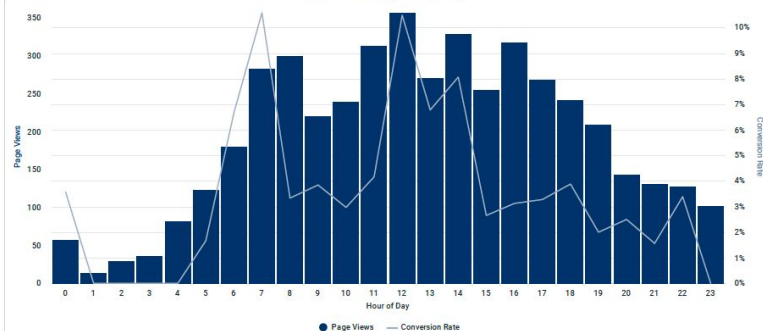
Event Overview

Event Name	Event Date	Page Views	Unique Visitors	Total Orders	Total Tickets	Total Revenue
1 The Floodies	2023-11-04	4,642	1,670	87	181	

Tracking Codes

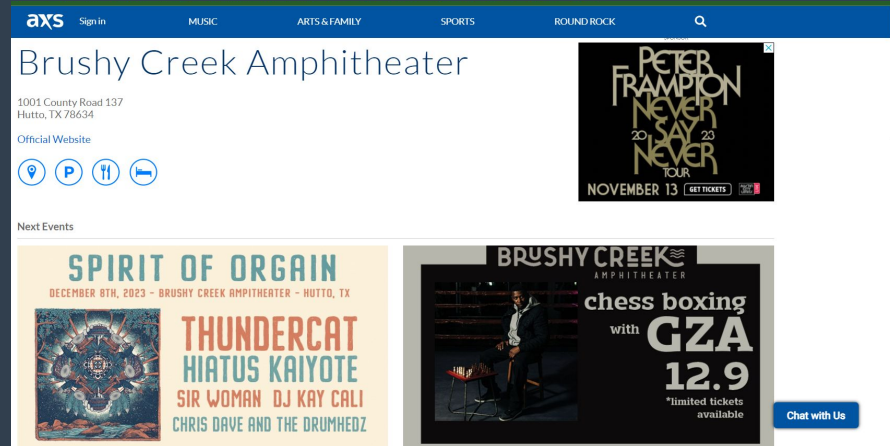
Tracking Code	Campaign Channel	Page Views	Unique Visitors	Total Orders	Total Tickets	Total Revenue	Conversion Rate
1 usaffsongkick	US Affiliates	225	79	4	7	\$172	5%
2 edntrain	Other	107	40	2	3	\$74	5%
3 usaffdostuff	US Affiliates	96	44	2	4	\$98	5%
4 axsapp_ios_us	AXS App	89	26	5	7	\$172	19%
5 axsapp_android_us	AXS App	24	4	0	0	\$0	0%
6 usaffbandsintown	US Affiliates	12	9	0	0	\$0	0%
7 axs-rl-denverboulder-sem...	Sem	2	1	0	0	\$0	0%
8 p72vhwifdfr4stakitsglib	Other	2	1	0	0	\$0	0%
9 axs-rl-brand-new-york-sem...	Sem	2	1	0	0	\$0	0%
Totals		562	207	13	21	\$515	6%

Performance by Hour of Day



TICKETING

- 1 - Spent months negotiating and landing a contract with AXS Ticketing. They are a major publicly traded ticketing agency. This is a much more professional service compared to using smaller companies such as E-Tix or SeeTickets. (Usually AXS doesn't work with newer venues but we were able to land this based on past relations from other venues we have operated for them).
- 2 - Designed and built custom 3D CAD layouts for different site/seating maps.
- 3 - Built a new custom website. Acquired DNS privileges for rollout
- 4 - Training with AXS and box office employees twice a week to learn and build our ticketing platform. (16 sessions)
- 5 - Conducted market research to land BCA ticket fees at a competitive pricing point compared to other local venues.
- 6 - Activated and worked out kinks for first on sales
- 7 - Assisted the City to utilize AXS for their Santa Claus Crawl ticket needs



Exciting Next Steps

- DOC will be rolling out and implementing our DOC school program this February in advance the beginning of next year's calendar, which will provide training and additional job opportunities for local hires
- DOC is currently working on a deal to bring free or low-cost COW (cellular on wheels) units to the park for large shows, bolstering our internet connectivity while increasing our ability to handle any emergency response

In Closing

It's been a lot of hard work thus far to create a solid platform for BCA to work from.

We are excited to get this venue to a point where it is turnkey ready and can successfully operate world class large scale events.

2023 is the year of prepping, learning, and experimenting while continuing to grow.

2024 will be the year that Brushy Creek Amp gets to live up to its potential!



THANK YOU!

AGENDA ITEM REPORT

9.2.



To: City Council
Subject: Consideration and possible action relating to City Manager delegation of authority when out of office or out due to disability (Mayor Mike Snyder)
Meeting: Thursday, December 14, 2023
Department: City Council /
Staff Contact: Angela Lewis

BACKGROUND INFORMATION:

Mayor Snyder requested discussion on the City Manager delegating authority when out of office.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

No known fiscal impact

ATTACHMENTS:

None

AGENDA ITEM REPORT

9.3.



To: City Council
Subject: Consideration and possible action relating to review of City Attorney legal services provided by the Bojorquez Law Firm, PC (Mayor Mike Snyder)
Meeting: Thursday, December 14, 2023
Department: City Secretary /
Staff Contact:

BACKGROUND INFORMATION:

City Council will discuss a review of City Attorney legal services provided by the Bojorquez Law Firm, PC.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

Finance has not been included in discussions regarding this. Please ask Anne LaMere, Interim Finance Director, if any financial information is needed related to this item.

ATTACHMENTS:

None

AGENDA ITEM REPORT

9.4.



To: City Council
Subject: Consideration and possible action on development a City game room ordinance (Mayor Mike Snyder)
Meeting: Thursday, December 14, 2023
Department: City Council /
Staff Contact:

BACKGROUND INFORMATION:

City Council will discuss the possible development of an ordinance to regulate these types of businesses.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

1. Gameroom Ordinance

001 Purpose.

This article is intended to provide a safe and orderly means to operate a game room, otherwise referred to as sweepstakes room, within the corporate limits of the city. The regulations in this article are deemed necessary for the protections of the health, safety, and general welfare of the businesses and citizens of the city.

002 Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Amusement redemption machine.

(1)

A recreational machine that provides the user with an opportunity to receive something of value other than a right of replay and which complies with all applicable federal, state and local laws and regulations applicable to such machines.

(2)

A skill or pleasure coin-operated machine that is designed, made and adapted solely for bona fide amusement purposes, and that by operation of chance or a combination of skill and chance affords the user an opportunity to receive exclusively non-cash merchandise prizes, toys, novelties, or a representation of value redeemable for those items.

(3)

Any electronic, electromechanical or mechanical contrivance designed, made and adapted solely for bona fide amusement purposes if the contrivance rewards the player exclusively with non-cash merchandise, prizes, or novelties, or a representation of value redeemable for those items, that have a wholesale value available from a single play of the game or device of not more than ten times the amount charged to play the game or device once or \$5.00, whichever amount is less.

Amusement redemption machine game room or game room.

Any establishment, building, facility, or other place where two or more amusement redemption machines, with the exception of excluded machines, are displayed or exhibited for public use.

City official.

A police officer, code enforcement officer, building official of the city, or other as designated by the city manager.

Excluded machine.

(1)

A machine that awards the user non-cash merchandise prizes, toys or novelties solely and directly from the machine, including claw, crane, or similar machines;

(2)

A machine from which the opportunity to receive non-cash merchandise prizes, toys, or novelties, or a representation of value redeemable for those items, varies depending upon the user's ability to throw, roll, flip, toss, hit, or drop a ball or other physical object into the machine or a part thereof, including basketball, skeet ball, golf, bowling, pusher, or similar machines; or

(3)

A machine or any device defined in V.T.C.A., Penal Code, § 47.01 as a gambling device, or any activity prohibited or described in V.T.C.A., Penal Code ch. 47.

Game room owner or "owner".

A person who has an ownership interest of at least 25 percent in a game room.

Permittee.

Any person, individual, firm, company, association, or corporation operating an amusement redemption machine game room in the city.

Operational machine.

An amusement redemption machine that is ready to be played and which is accessible to the public.

Permittee.

Any person, individual, firm, company, association, or corporation maintaining, displaying for public patronage, or otherwise keeping for operation the public any gaming machine in the city.

003 Permit required.

No person shall operate an amusement redemption machine game room in the city without first obtaining a permit from the city, as required by this article. No permit shall be issued until:

(1)

The application has been filed, verified, and deemed accurate;

(2)

The venue has been deemed, at the time of application, in compliance with the city code;

(3)

The permit fee has been paid in full. Fee not to exceed \$1500 in accordance with State Statute.

.004 Restrictions, regulations, controls, and limitations.

(a)

All building and fire code standards must be met. Inspection by building officials and the issuance of a certificate of occupancy shall be obtained before a permit for an amusement redemption machine game room is issued.

(b)

Only one amusement redemption machine game room shall be permitted on any lot or in any single building, structure or strip center except for amusement redemption machine game rooms in existence as of the date this article goes into effect and which do not meet this criteria; in which case full compliance with this subsection shall be required within six (6) months of the effective date of this article or upon abandonment of use at such location, whichever occurs first.

(c)

No amusement redemption machine game room shall be situated within 500 feet of any church, school, daycare, or hospital except for amusement redemption machine game rooms in existence as of the date this article goes into effect and which do not meet this criteria; in which case full compliance with this subsection shall be required within six (6) months of the effective date of this article or upon abandonment of use at such location, whichever occurs first.

(d)

The distance shall be measured in a straight line without regard to intervening objects or structures and from the nearest lot line of the amusement redemption machine game room seeking a permit to the nearest lot line of the church, school, daycare, or hospital.

(e)

No amusement redemption machines, or related business activities shall be allowed to be situated and/or performed outdoors.

(f)

The owner, operator, or manager of the permitted premises must be present to supervise the operation of the amusement redemption machine game room. The amusement redemption machine game room shall not be left unattended.

(g)

Amusement redemption machines must be situated within the permitted premises as to be in full and open public view, which entails being visible to all patrons of the establishment.

(h)

No person under the age of 18 years shall be permitted inside the building, structure, facility, or space housing the amusement redemption machine game room.

(i)

A sign stating that no one under the age of 18 is allowed inside the amusement redemption machine game room shall be posted in plain sight.

(j)

An amusement redemption machine game room operator must be a person who is at least 21 years of age.

(k)

Game rooms shall only be permitted in existing Commercial Zoning

.005 Application for amusement redemption machine game room permit.

(a)

An applicant for a permit under the provisions of this article shall file with the city planning department. A separate application must be filed for each location sought to be permitted. The following information is required in the application:

(1)

Name, address, telephone number, and driver's permit number of the applicant;

(2)

Name, address, telephone number and driver's permit number of all persons who own 25 percent or more interest in the amusement redemption machine game room;

(3)

Name, address, telephone number and driver's permit number of all corporate officers, if any, of such business;

(4)

Name, address, telephone number of the business;

(5)

If incorporated, the name of the business registered with the Texas Secretary of State;

(6)

If a partnership, the name, address, telephone number and driver's permit of each of the general and limited partners;

(7)

The trade name by which the applicant does business and a true and correct copy of the registration of the applicant's assumed name filed in the office of the county clerk, bearing the file mark or stamp that evidences its filing in that office;

(8)

The street address of the premises;

[\(9\)](#)

If applicant is not the owner of the premises, the applicant shall furnish the name, address, and telephone number of the property owner;

[\(10\)](#)

Name, address, and telephone number of the operator of the premises to be permitted;

[\(11\)](#)

Whether a previous permit of the applicant, or, if applicable, a corporate officer of the applicant, has been revoked within two years of filing of the application;

[\(12\)](#)

The previous occupation(s) of the applicant and, if applicable, all corporate officers and partners of the applicant within the preceding five years;

[\(13\)](#)

A notarized statement, under oath, that:

[\(A\)](#)

All the facts contained in the application are true and correct;

[\(B\)](#)

The location and operation of the amusement redemption machine game room will not violate any applicable deed restrictions;

[\(C\)](#)

The amusement redemption machine game room will be operated in accordance with all laws;

[\(14\)](#)

Name, address, and telephone number of an emergency contact person who can be reached after hours;

[\(15\)](#)

Sales tax certificate;

[\(16\)](#)

Any other plans that may be required by this code.

[\(b\)](#)

Any failure to provide the documents required by this section shall be grounds for denial of the application to which it applies.

[006 Grounds for denial of permit; applicants or permittee indebted to city.](#)

[\(a\)](#)

The city shall refuse to approve issuance or renewal of a permit or permittee for one or more of the following reasons:

[\(1\)](#)

Any failure to provide the information required by this article;

[\(2\)](#)

A determination by the city that inaccurate, erroneous or incomplete information has been submitted;

[\(3\)](#)

A false statement as to a material matter made in an application for a permit;

[\(4\)](#)

Revocation of a permit, pursuant to this article, of the applicant or a co-owner or a corporate officer of the applicant within two years preceding the filing of the application;

[\(5\)](#)

Refusal or failure to pay the correct permit fee amount;

(6)

The applicant or a co-owner for such permit has, within the past three years, been convicted of any violation of this article;

(7)

The applicant or a co-owner for such permit has, within the past five years, been convicted of any violation of regulations adopted by the county relating to game rooms; and/or

(b)

The city shall not issue or renew a permit under this article and has the authority to suspend or cancel a permit if it be determined that the applicant or permittee is indebted to the city for any fee, costs, penalties, or delinquent taxes.

007 Suspension or revocation of permit for violation of article.

(a)

Power and authority.

If any individual, company, corporation, or association who owns, operates, exhibits, or displays any amusement redemption machine(s) in an amusement redemption machine game room in this city shall violate any provision of this article, the city shall have the power and authority to suspend or revoke the permit(s) issued hereunder to any of the foregoing by giving written notice, stating the reason justifying such suspension or revocation, and the same shall be suspended or revoked ten days from date of such notice.

(b)

Suspension.

The city manager or designee shall suspend a permit for a period not to exceed 30 days if he determines that a permittee or an employee of a permittee has:

(1)

Violated or is not in compliance with any of the provisions of this article;

(2)

Refused to allow or interferes with an inspection of the amusement redemption machine game room premises; or

(3)

Demonstrated an inability to operate or manage an amusement redemption machine game room in a peaceful and law-abiding manner thus necessitating action by law enforcement officers.

(c)

Revocation for continuing violations.

The city manager or their designee shall revoke a permit if a cause of suspension occurs and the permit has been previously suspended within the preceding twelve months.

(d)

Automatic revocation.

The city manager or their designee shall revoke a permit if he determines that:

(1)

A permittee gave false or misleading information in the material submitted to the city during the application process;

(2)

A permittee or an employee of a permittee knowingly allowed the possession, use, or sale of a controlled substance on the premises; or

(3)

A permittee or an employee of a permittee knowingly operated the amusement redemption machine game room during a period when the permittee's permit was suspended.

(e)

Effect of revocation.

No permit shall be issued within a period of one-year to anyone whose permit has been revoked, except at the discretion of the city manager or their designee. If the permit of an individual, company, corporation, or association owning, operating, or displaying amusement redemption machines in this city is cancelled, such individual, company, corporation or association shall not operate, display or permit to be operated or displayed such amusement redemption machines in any amusement redemption machine game room until a new permit is granted.

008 Appeal from denial, suspension, or revocation of permit.

If the city manager or their designee refuses to approve the issuance of a permit or the renewal of a permit to an applicant, or suspends or revokes a permit issued under this article, this action is final unless the applicant or permittee, within ten days after the receipt of written notice of the action, files a written appeal with the city secretary, who shall, within 30 days after the appeal is filed forward same to city council for its consideration at a public meeting following a hearing. The city council shall, within 30 days, grant such hearing to consider the action. The city council has authority to sustain, reverse, or modify the action appealed. The decision of the city council is final.

009 Display of permit.

A valid permit issued under this article for an amusement redemption machine game room shall be displayed at or near the entrance of the business premises, and such display shall be permanent and conspicuous.

010 Inspections.

(a)

The premises in which such amusement redemption machines are located shall conform to all building codes and fire prevention codes of the city and the fire marshal of the city and his assistants, the city inspector/code enforcement officer, and the chief building official may enter into the premises where such amusement redemption machines are located at any time during normal business hours for the purposes of inspecting said premises for fire hazards.

(b)

All law enforcement personnel and the inspector/code enforcement officer of the city shall have the right to enter said premises at any time during normal business hours for the purpose of inspection and enforcement of the tenants of this article.

011 Responsibility of permittee.

A permittee hereunder shall not permit any of the following activities within the permitted premises:

(1)

The operation of any amusement redemption machine by a person younger than 21 years of age;

(2)

Gambling by any person;

(3)

The possession of gambling materials; and

(4)

Unlawful or criminal activity of any kind.

012 Parking facilities.

Any person who desires a permit for the operation of two or more amusement redemption machines in one specific location shall be required to provide sufficient off-street parking to accommodate the vehicles of the patrons as provided herein. Such parking area shall be maintained in a safe, clean manner and shall not interfere with safe and expeditious movement of other vehicular or pedestrian traffic.

014 Offense; penalties.

(a)

A person who fails to comply with the requirements of this article commits a class C misdemeanor punishable by a fine as detailed by the city code, chapter 9, exhibit A, section 7.03 penalties.

(b)

Each day that a violation occurs is a separate offense.

(c)

In addition to the penalty described in subsection (a) above, the city may pursue other remedies such as injunctive relief, abatement of nuisance, revocation and removal of current permit, and securing an amusement redemption machine so as to render it inoperable.

AGENDA ITEM REPORT

10.1.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2023-332 authorizing the City Manager to execute an Individual Project Order (IPO) with MWM DesignGroup, Inc. in the amount Not to Exceed (NTE) \$12,169 for the Hippo Way project (Matt Rector)
Meeting: Thursday, December 14, 2023
Department: Engineering /
Staff Contact: Matt Rector

BACKGROUND INFORMATION:

As part of the City of Hutto Rotation List Program, MWM Design Group, Inc. has been requested to provide survey services related to the Main Hippo Way roadway extension project.

As part of the proposed Lidell Development, previously on June 15, 2023, the City Council approved Resolution No. R-2023-133 of the City of Hutto, Texas, accepting a petition and calling for a public hearing on the creation of the Lidell Walker Public improvement District within the City of Hutto, Texas. This Resolution was approved to create the Lidell Walker Public Improvement District according to Chapter 372 of the Texas Local Government Code.

The proposed Lidell Walker Development is planned to consist of 1,097 residential lots, 24 open space/drainage lots and 2 amenity lots. The tract was annexed into the City of Hutto on September 16, 2021, Ordinance O-2021-060. The property was zoned SF-1 Village zoning (single family residential village).

WEST: SF-1 Single Family 1 (Mustang Creek and HISD)

NORTH: ETJ (Agriculture and Industrial uses)

EAST: ETJ (Vacant, Agriculture, with Proposed Single Family in County)

SOUTH: SF-1 Single Family 1 and ETJ Residential (Highlands North and Rivers Crossing)

The October 21, 2021, Development Agreement between the City of Hutto and MWV North Hutto, LLC, defines a portion of the area needed for the roadway extension is not within the proposed Mustang Creek subdivision and requires a survey to determine the needed area for connecting the roadway improvements. The City of Hutto agrees to credit the costs incurred to acquire the additional offsite right-of-way to contain the offsite portion of the east/west arterial roadway necessary to connect Farm to Market Road 1660 and County Road 133. The City intends to coordinate with the Owner for expenses incurred as reimbursement through escrow funds as provided by the developer. Refer to the attached Development Agreement, Section 4.03.d.ii.

AGENDA ITEM REPORT

10.1.



SUMMARY OF REQUEST:

The City of Hutto is in need of engineering survey services for the Main Hippo Way project and will retain services from MWM Design Group on the Fiscal Year 2024 rotation list.

STAFF REVIEW:

FISCAL NOTES:

In October 2023, Finance was in communication with Kevin M. Flahive with Armbrust & Brown, PLLC (Austin) on behalf of Waymaker and somehow related to Liddell Walker regarding a deposit agreement sent to the City Secretary. To date no escrow funds have been received. This project would have used the escrow funds to fund this project. The City has no funds to pay for this project at this time. This was not included in the FY24 budget.

ATTACHMENTS:

1. Main_Hippo_Way_Extension
2. Hutto RES Hippo Way Extension MWM DesignGroup R-2023-332
3. IPO_SURVEY_MWM_MSA 23-08-C-001
4. Hutto Form IPO Addendum-MWM DESIGN GROUP
5. FP-0580-004 Hutto Main Hippo
6. Form 1295 Certificate 101094670 MVM DesignGroup
7. R-2021-147A- Repealing R-2021-147 DA COH-WMV North Hutto 10-7-21

Main Hippo Way Extension



- Main Hippo Way Extension
- Roadways

0 400 800 1,200 1,600
Feet

RESOLUTION NO. R-2023-332

A RESOLUTION OF THE CITY OF HUTTO ACCEPTING THE PROPOSAL IN THE AMOUNT OF \$12,169.00 FROM MWM DESIGNGROUP RELATING TO LAND SURVEYING SERVICES FOR THE HIPPO WAY EXTENSION; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS UPON FINAL APPROVAL BY THE CITY ATTORNEY; PROVIDING PROPER NOTICE AND MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto requires land surveying services related to the Hippo Way Extension under Task Order #23-08-C-001; and

WHEREAS, MWM DesignGroup has submitted the attached proposal for the project in the amount of \$12,169.00 (Attachment “A”); and

WHEREAS, the City Council desires to authorize the City Manager to execute all necessary documents upon final approval by the City Attorney between the City of Hutto and MWM DesignGroup for the Hippo Way Extension.

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 all necessary documents for land surveying services from MWM DesignGroup in the amount of \$12,169.00 related to the Hippo Way Extension Task Order #23-08-C-001 as shown on Attachment “A” with the final form of any documents to 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 take effect immediately upon its passage.

PASSED AND ADOPTED by the City Council of the City of Hutto on this 14th day of December 2023 on votes of ___AYES; ___NAYES; ___ABSTENTIONS

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

ATTACHMENT "A"



www.mwmdesigngroup.com

FP-0580-004 Hutto Main Hippo.docx

Date: December 7, 2023
Project: City of Hutto – Main Hippo Way Connection
Client: City of Hutto
Contact: Patricia A. Davis, MSCE, P.E., LGPP
CIP Engineer
City of Hutto
Address: 500 W. Live Oak Street
Hutto, TX 78634
Phone: O: 512.759.4005
Email: Patricia.Davis@HuttoTX.gov
Attachments: Exhibit "A" and "B"

As requested, MWM DesignGroup is submitting this proposal for providing professional services on the above referenced project. Survey will be limited to the area approximately shown on Exhibit "A" and shall be provided in accordance with the following:

Scope of Services

1. It is the understanding of MWM that the City of Hutto (client/owner) will secure written right-of-entry for MWM to survey the subject parcel identified on the Williamson Central Appraisal District (WCAD) as Tax Parcel R020368.
2. Request a Title and Easement report for the subject parcel and show existing easements listed therein in the drawing file.
3. Establish survey control as necessary to perform survey. Projection will be based upon Texas Coordinate System of 1983 (NAD83-NSRS2011), Central Zone; US Survey Feet; Vertical data will be based upon the North American Vertical Datum of 1988 (NAVD88 – Geoid 18). If the City of Hutto has established specific survey control (GPS or other monumentation) MWM must utilize, then the City of Hutto must provide the survey control or proper GIS links to the specific requirements.
4. Locate by actual on-the-ground survey, visible and accessible on-grade and above-grade features including but not limited to: edge and end of pavement, barricade, curbs, gutters, sidewalks, pavement marking, from the easterly terminus of existing Main Hippo Drive (identified as County Road 118 on the Final Plat of Mustang Creek, Phase 4, of record in Document Number 2021137021, Official Public Records, Williamson County, Texas (OPRWCT)), westerly for approximate fifty-feet (50'), driveways, ramps, sidewalks, signs, fences, trees (size, location, subspecies and tree tag) 8-inches and larger in diameter, utility valves, water meters, manholes, hydrants, clean-outs, inlets, utility poles, guy anchors, overhead lines and other surface utility features.
5. Provide elevation at top of accessible utility manhole and valve box covers. Provide invert elevation, elevation of pipes entering or exiting accessible sewer and storm drain structures and provide top elevation of valve nut of accessible valves on main lines.
6. Show approximate location of existing utilities based on record data provided by the Client and surface evidence surveyed on the ground.
7. Provide contours at one-foot intervals. Elevations will be taken on an approximate 50'x 50' grid, at abrupt changes in grade and along drainage courses. Elevations of survey points will be on a separate layer and will not be part of the final plotted drawing.

TBAE Firm Registration No.: 1452
TBPELS Firm Registration No.: F-1416 | 10065600

9001 N. IH-35
Suite 102
Austin, TX 78753
p: 512.453.0767
f: 512.453.1734

ATTACHMENT "A"



www.mwmdesigngroup.com

8. Locate sufficient boundary monumentation, obtain and review available tax plats, subdivision plats, property deeds (for unplatted tracts) identified from Williamson Central Appraisal District records and show approximate location of boundary/ROW lines. Show owner name, book and page information, subdivision name, lot and block number, WCAD parcel number, easements adjoining survey area as shown on subdivision plats and physical address of each tract within or adjoining project limits.
9. Provide a drawing showing data outlined above on 22" x 34" sheet size at a convenient scale and as an AutoCAD drawing file utilizing the City of Hutto Standards.

Services may begin as soon as written authorization is received and can be completed in about two (2) weeks (predicated upon suitable weather conditions, timely receipt of title and easement reports, and timely receipt of written right-of-entry).

MWM DesignGroup proposes to provide the services outlined above for a lump sum of \$12,169.00.

Excluded Services

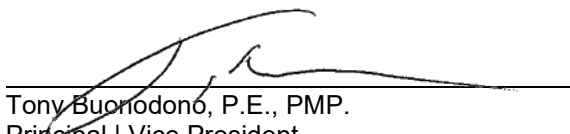
Services that are not provided under this Agreement specifically include but are not limited to: calibration to City of Hutto GIS datum, boundary survey; field verification of tree subspecies by arborist; records research of existing utilities; construction phase surveying and other services or expenses which may become necessary for the completion of this project, but which are not reasonably anticipatable at this time. Such services may be performed as Additional Services to this Agreement, if authorized by Client.

Land Surveying

Complaints on the land surveying services provided by MWM DesignGroup can be directed to the Texas Board of Professional Engineers and Land Surveyors, 1917 S. Interstate 35, Austin, Texas 78741, (512) 440-77723. MWM DesignGroup TBPELS Firm Registration No. (Surveying): 10065600.

If you concur, please include this proposal as part of the work order for the above referenced project.

Approved:


Tony Buonodono, P.E., PMP.
Principal | Vice President
MWM DesignGroup

12/08/2023
Date

EXHIBIT "A"

Limits of Survey



ATTACHMENT "A"

EXHIBIT "B"

FP-0580-004

Williamson County, City of Hutto

IPO MSA 23-08-C-001

County Road 118 / Main Hippo Way

TASK AND DESCRIPTION		Managing Land	Registered Prof.	CAD	3 Person	TOTAL	COST
		Surveyor VI (25+)	Land Surveyor VI (25+)	Technician VI (25+)	Survey Crew	HOURS	
HOURLY RATE		\$225.00	\$140.00	\$155.00	\$249.00		
Survey Services							
1	Survey Control	1	2	2	2	7	\$1,313.00
2	Differential Levels for Vertical		1	1	2	4	\$793.00
3	Cross-sections @ 50' intervals + grade breaks, visible utilities; Approx. 2.08 acres; 50' Road	1	1	12	6	20	\$3,719.00
4	Boundary/ROW corner checks for topo limits (NOT A BOUNDARY)	1	2	24	6	33	\$5,719.00
5	Meetings with Owner/Owner Rep	1				1	\$225.00
Total Hours		4	6	39	16	65	
Total Cost		\$900.00	\$840.00	\$6,045.00	\$3,984.00		\$11,769.00
Direct Expense:							
	Title/O&E Reports; Plats/Deeds						\$400.00
TOTAL							\$12,169.00



TASK ORDER #23-08-C-001

Proposed SURVEY ROTATION LIST

In accordance with Agreement for On Demand Services Survey Rotation List between the City of Hutto (Owner) and Vendor, the parties agree as follows:

1. Background Data
 - a. Effective Date of Task Order #23-08-C-001: December 8, 2023
 - b. Owner: City of Hutto
 - c. Vendor: MWM DESIGNGROUP, INC.

Specific Project (title): Hippo Way Extension

- 1) Scope of services for this project will include the following services:
 - a. Field survey of 2.08 acres of parcel R020368
 - b. Refer attached proposal for more information

2. Fee: NTE \$12,169.00

3. Deadline: This form is to be signed along with any supplementary materials and must be submitted to Matt Rector, City Engineer via email by **12-08-23**, 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.

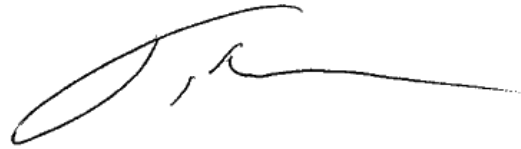
The Effective Date of this Task Order #23-08-C-001 is December 8, 2023.

OWNER:

CONSULTANT: MWM DESIGNGROUP, INC.

By:

By:



Print Name:

Print Name: Tony Buonodono, E.P., PMP

Title: _____

Title: Vice President | Principal



ADDENDUM TO TASK ORDER # 23-08-C-001

December 8, 2023

By my signature below, I hereby certify and verify that all the provisions of Master Services Agreement for MWM DESIGN GROUP, INC. Paragraph 18. Miscellaneous Provisions, (i) HB 1295 COMPLIANCE AND NO BOYCOTT PROVISIONS, have been complied with and that the HB 1295 Form is on file with the City Secretary and that I will not Boycott Israel, Energy Companies or Firearm Entities or Trade Associations.

CONSULTANT: MWM DESIGN GROUP, INC.

By:

A handwritten signature in black ink, appearing to read 'Tony Buonodono', written over a horizontal line.

Print Name: Tony Buonodono, P.E., PMP
Title: Vice President | Principal



Date: December 7, 2023
Project: City of Hutto – Main Hippo Way Connection
Client: City of Hutto
Contact: Patricia A. Davis, MSCE, P.E., LGPP
CIP Engineer
City of Hutto
Address: 500 W. Live Oak Street
Hutto, TX 78634
Phone: O: 512.759.4005
Email: Patricia.Davis@HuttoTX.gov
Attachments: Exhibit “A” and “B”

As requested, MWM DesignGroup is submitting this proposal for providing professional services on the above referenced project. Survey will be limited to the area approximately shown on Exhibit “A” and shall be provided in accordance with the following:

Scope of Services

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4. Locate by actual on-the-ground survey, visible and accessible on-grade and above-grade features including but not limited to: edge and end of pavement, barricade, curbs, gutters, sidewalks, pavement marking, from the easterly terminus of existing Main Hippo Drive (identified as County Road 118 on the Final Plat of Mustang Creek, Phase 4, of record in Document Number 2021137021, Official Public Records, Williamson County, Texas (OPRWCT)), westerly for approximate fifty-feet (50'), driveways, ramps, sidewalks, signs, fences, trees (size, location, subspecies and tree tag) 8-inches and larger in diameter, utility valves, water meters, manholes, hydrants, clean-outs, inlets, utility poles, guy anchors, overhead lines and other surface utility features.
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6. Show approximate location of existing utilities based on record data provided by the Client and surface evidence surveyed on the ground.
7. Provide contours at one-foot intervals. Elevations will be taken on an approximate 50'x 50' grid, at abrupt changes in grade and along drainage courses. Elevations of survey points will be on a separate layer and will not be part of the final plotted drawing.

8. Locate sufficient boundary monumentation, obtain and review available tax plats, subdivision plats, property deeds (for unplatted tracts) identified from Williamson Central Appraisal District records and show approximate location of boundary/ROW lines. Show owner name, book and page information, subdivision name, lot and block number, WCAD parcel number, easements adjoining survey area as shown on subdivision plats and physical address of each tract within or adjoining project limits.
9. Provide a drawing showing data outlined above on 22" x 34" sheet size at a convenient scale and as an AutoCAD drawing file utilizing the City of Hutto Standards.

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MWM DesignGroup proposes to provide the services outlined above for a lump sum of \$12,169.00.

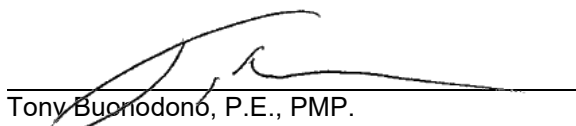
Excluded Services

Services that are not provided under this Agreement specifically include but are not limited to: calibration to City of Hutto GIS datum, boundary survey; field verification of tree subspecies by arborist; records research of existing utilities; construction phase surveying and other services or expenses which may become necessary for the completion of this project, but which are not reasonably anticipatable at this time. Such services may be performed as Additional Services to this Agreement, if authorized by Client.

Land Surveying

Complaints on the land surveying services provided by MWM DesignGroup can be directed to the Texas Board of Professional Engineers and Land Surveyors, 1917 S. Interstate 35, Austin, Texas 78741, (512) 440-77723. MWM DesignGroup TBPELS Firm Registration No. (Surveying): 10065600.

If you concur, please include this proposal as part of the work order for the above referenced project.

Approved:

Tony Buonodono, P.E., PMP.
Principal | Vice President
MWM DesignGroup

12/08/2023

Date

EXHIBIT "B"
 FP-0580-004
 Williamson County, City of Hutto
 IPO MSA 23-08-C-001
 County Road 118 / Main Hippo Way

TASK AND DESCRIPTION		Managing Land	Registered Prof.	CAD	3 Person	TOTAL	COST
		Surveyor VI (25+)	Land Surveyor VI (25+)	Technician VI (25+)	Survey Crew	HOURS	
HOURLY RATE		\$225.00	\$140.00	\$155.00	\$249.00		
Survey Services							
1	Survey Control	1	2	2	2	7	\$1,313.00
2	Differential Levels for Vertical		1	1	2	4	\$793.00
3	Cross-sections @ 50' intervals + grade breaks, visible utilities; Approx. 2.08 acres; 50' Road	1	1	12	6	20	\$3,719.00
4	Boundary/ROW corner checks for topo limits (NOT A BOUNDARY)	1	2	24	6	33	\$5,719.00
5	Meetings with Owner/Owner Rep	1				1	\$225.00
Total Hours		4	6	39	16	65	
Total Cost		\$900.00	\$840.00	\$6,045.00	\$3,984.00		\$11,769.00
Direct Expense:							
Title/O&E Reports; Plats/Deeds							\$400.00
TOTAL							\$12,169.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

MWM DesignGroup, Inc
Austin, TX United States

Certificate Number:
2023-1062449

Date Filed:
08/21/2023

Date Acknowledged:
09/08/2023

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.

Survey and Land Serv. Rotation
Professional Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Harrod, Julia	Austin, TX United States	X	
	Warner, Debbie	Liberty Hill, TX United States	X	
	Salem, Imad	Austin, TX United States	X	
	Buonodono, Tony	Manor, 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)

RESOLUTION NO. R-2021-147A

A RESOLUTION OF THE CITY OF HUTTO, TEXAS REPEALING RESOLUTION R-2021-147; APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND WMV NORTH HUTTO, LLC; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 16, 2021, the City Council adopted Resolution R-2021-147 approving a Development Agreement between the City of Hutto and WMV North Hutto, LLC, and authorizing the City Manager to execute the Agreement (the "Agreement"); and

WHEREAS, WMV North Hutto, LLC, has requested some revisions to the Agreement; and

WHEREAS, the City Council desires to repeal Resolution R-2021-147 and authorize the City Manager to enter into a Development Agreement with WMV North Hutto, LLC, with the requested changes; and

WHEREAS, the City Council desires to authorize the City Manager to execute the Agreement, attached as Exhibit A;

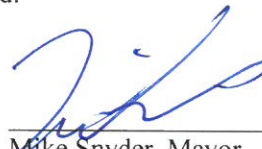
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS,

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 repeals Resolution R-2021-147 and approves and authorizes the City Manager to execute the Development Agreement, attached as Exhibit "A", a copy of same being attached hereto and incorporated herein for all purposes.

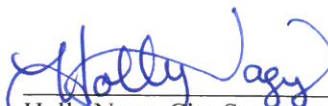
SECTION 3: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter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

RESOLVED this 7th day of October, 2021.



Mike Snyder, Mayor

ATTEST:



Holly Nagy, City Secretary



DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into to be effective as of the 7th day of October, 2021 (the "Effective Date"), by and between the **City of Hutto, Texas** (the "City"), a home rule city organized under the laws of the State of Texas, and **WMV North Hutto, LLC**, a Texas limited liability company, and its successors and assigns ("Owner"). The City and Owner are, collectively, the "Parties" to this Agreement.

RECITALS

WHEREAS, Owner has the right to acquire that certain tract of land containing approximately 263.02 acres currently in the City's extraterritorial jurisdiction ("ETJ") (the "Property"), comprised of a 106.918 acre tract, more or less, described by metes and bounds on **Exhibit A-1** attached hereto and incorporated herein ("Tract 1"); a 76.317 acre tract, more or less, described by metes and bounds on **Exhibit A-2** attached hereto and incorporated herein ("Tract 2"); a 65.281 acre tract, more or less, described by metes and bounds on **Exhibit A-3** attached hereto and incorporated herein ("Tract 3"); and a 14.504 acre tract, more or less, described by metes and bounds on **Exhibit A-4** attached hereto and incorporated herein ("Tract 4"); and

WHEREAS, Owner intends to acquire and develop the Property into a single-family residential subdivision containing approximately 1,123 single-family lots and community amenities (the "Project"), that will serve present and future residents of the City; and

WHEREAS, the Project is anticipated to add significant property tax base and increased property tax revenues in the City; and

WHEREAS, the City and Owner desire to set forth in this Agreement certain terms and conditions for the planning, design, construction, development, and financing of the Project.

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

ARTICLE I **PURPOSE AND INTERPRETATION**

1.01 Objectives. Owner is proposing to develop a residential subdivision on the Property. Hutto continues to have a need for quality residential development that complements the economic and strategic goals of the City. The City believes that the development of the Project will provide needed, high quality housing for existing and future residents.

1.02 Concept and Structure. Development of the Property will generally conform to the Concept Plan attached hereto as **Exhibit B**. Owner will be responsible for the development and construction of the Project, except as set forth herein.

1.03 Interpretation. In this Agreement, unless a clear contrary intention appears;

- (a) the singular number includes the plural number and vice versa;
- (b) reference to any Party includes such Party's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement, and reference to a Party in a particular capacity excludes such Party in any other capacity or individually;
- (d) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;
- (e) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular article, section or other provision thereof;
- (f) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and
- (g) reference to any constitutional, statutory or regulatory provision means such provision as it exists on the Effective Date and any amendatory provision thereof or supplemental provision thereto.

1.04 Legal Representation of the Parties. This Agreement was negotiated by the Parties hereto with the benefit of legal representation and any rules of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party shall not apply.

ARTICLE II

DEFINITIONS

2.01 Definitions. All capitalized terms used in this Agreement shall have the meanings ascribed to them in this **Article II**, or as otherwise provided herein.

"Agreement" means this Development Agreement by and between the City and Owner.

"City" means the City of Hutto, Texas.

"City Council" means the City Council of the City of Hutto.

"Concept Plan" means the concept plan attached hereto as **Exhibit B**, as such concept plan may be modified and changed from time to time as set forth in this Agreement. The Parties acknowledge and agree that the Concept Plan is for illustrative purposes only and is only a general representation of the design.

"Owner" means WMV North Hutto, LLC, a Texas limited liability company, and its successors and assigns that specifically assume the rights and obligations of this Agreement.

"Effective Date" means the date set forth in the opening paragraph on page 1.

"LUE" means the capacity necessary to serve a single-family residential connection or its equivalent.

"Parties" means the City and Owner.

“**Party**” means the City or Owner.

“**Peterson Property**” means the approximately 226.473 acres of land located to the west of the Property, comprised of a 199.464 acre tract, more or less, described by metes and bounds on **Exhibit C-1** attached hereto and incorporated herein (“**Peterson Tract 1**”); and a 27.009 acre tract, more or less, described by metes and bounds on **Exhibit C-2** attached hereto and incorporated herein (“**Peterson Tract 2**”).

“**Peterson Property Developer**” means the party that develops the Peterson Property and receives wastewater service from the City to the Peterson Property via the Wastewater Lift Station and the WWTP (as such terms are defined below).

“**Project**” means the Project as described in **Article IV**.

“**Property**” means the real property described and shown on **Exhibit A-1**, **Exhibit A-2**, **Exhibit A-3**, and **Exhibit A-4**.

“**State**” means the State of Texas.

“**UDC**” means the Unified Development Code of the City as of the Effective Date.

“**Wastewater Lift Station**” means that portion of the City’s wastewater system contemplated in this Agreement, being an approximately 2,600 LUE wastewater lift station that will connect the Project to the WWTP, as more particularly described and depicted as the “Proposed Mustang Creek Lift Station” on **Exhibit D** attached hereto and incorporated herein.

“**Wastewater Lift Station Site**” means the lot or tract of land on which the Wastewater Lift Station will be located, as depicted on **Exhibit D** attached hereto and incorporated herein.

“**WWTP**” means the Hutto South Regional Wastewater Treatment Plant.

ARTICLE III

ANNEXATION AND ZONING

3.01 Annexation. As of the Effective Date, the Property has not been annexed, but is in the City’s ETJ. While Tract 1, Tract 2 and approximately 55.74 acres of Tract 3 are subject to the Prior Development Agreements (defined below), Tract 4 and approximately 9.541 acres of Tract 3 are not subject to any agreements pursuant to which the owner of such tracts has consented to annexation by the City. In consideration of this Agreement and the City’s incentives set forth in Section 4.03 below, Owner and City hereby agree to the annexation of the Property into City’s corporate limits, and intend that this Agreement provide for the annexation of the Property for all purposes and shall constitute Owner’s request for annexation. Further, notwithstanding that the Project may be phased (as set forth below), Owner agrees that all Property will be annexed in one proceeding. City agrees that phases not under active development may remain in agricultural or open space use for purposes of ad valorem tax purposes (although all such Property shall be subject to the ordinances and jurisdiction of the City once annexed.)

3.02 Zoning. Because the Property has not been annexed, it has not yet been zoned. The Parties agree that they will work together in good faith to zone the Property “SF-1 Village” (defined in the UDC), subject to the modifications in this Agreement. The Property shall be zoned contemporaneous with annexation. Upon the adoption of permanent zoning for the Property, the applicable UDC provisions will be subject to the terms, provisions, and conditions of this Agreement.

3.03 Chapter 245 Permit. This Agreement shall constitute a Permit in a series of Permits for the purpose of vesting and rights shall accrue as contemplated in Chapter 245 of the Texas Local Government Code (subject to the exemptions as set forth therein), as authorized by Section 212.172(g) of the Texas Local Government Code. Except as modified herein, all aesthetic requirements of the zoning district, as outlined in the UDC shall be followed.

3.04 Land Use Upon Annexation. On the effective date of the annexation of the Property, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all of the Property shall be vested for the uses and development standards set forth in this Agreement, unless Owner substantially amends or abandons the Project, defaults under this Agreement, or permits its vested rights under Chapter 245 of the Texas Local Government Code to expire.

3.05 Prior Development Agreements. This Agreement supersedes and replaces in all respects the prior Chapter 43 Texas Local Development Code Development Agreements relating to the Property, or any portion thereof, including: (i) the Development Agreement dated February 4, 2019, relating generally to Tract 1 and recorded under Document No. 2019043493, Official Public Records of Williamson County, Texas; (ii) the Development Agreement dated January 24, 2019, relating generally to Tract 2 (and other property) and recorded under Document No. 2020144955, Official Public Records of Williamson County, Texas; (iii) the Development Agreement dated December 28, 2018, relating generally to 50.74 acre portion of Tract 3 and recorded under Document No. 2019046112, Official Public Records of Williamson County, Texas; and (iv) the Development Agreement dated December 28, 2018, relating generally to a 5 acre portion of Tract 3 and recorded under Document No. 2019035411, Official Public Records of Williamson County, Texas (collectively, the “Prior Development Agreements”). Upon full execution of this Agreement, such Prior Development Agreements will automatically terminate and be of no further force and effect, and upon Owner’s request (and at Owner’s expense) the City will execute and deliver a release of the Prior Development Agreements to Owner for recording in Official Public Records of Williamson County, Texas.

ARTICLE IV **THE PROJECT**

4.01 General Description. The Project will be planned, developed, and constructed on the Property by Owner in phases as determined by Owner in accordance with market conditions and otherwise in accordance with any permits and approvals from any applicable governmental authorities.

4.02 Development. Owner intends to construct improvements to real property and additions to

personal property within the Property as generally contemplated by the Concept Plan. However, the parties agree and acknowledge that the actual construction shall be dictated by the ultimate zoning of the Property, platting of the Property, site development permits issued for the Property, and other development permits issued for the Property, subject to the terms of this Agreement. Each preliminary plat and final plat that complies with the Concept Plan (as it may be amended), this Agreement, state law and federal law shall be reviewed and approved by the City in accordance with applicable laws and city charter, when submitted for review and approval. The Project will be permitted and constructed in accordance with City ordinances and regulations except as may be specifically set forth in this Agreement.

4.03 City Incentives to Project. The City incentives to the Project shall include only the following:

(a) The City agrees to enter into a mutually agreeable license agreement to allow Owner to maintain monument signage, other subdivision entry features, and landscaping in the City right-of-way (as such may be finally approved in the site plan), and to allow the license agreement to be assigned to the Home Owners' Association for the Project.

(b) The City agrees to enter into a mutually agreeable license agreement to allow Owner to maintain the floodplain areas that are dedicated as public parkland (as such may be finally approved in the final plats), and to allow the license agreement to be assigned to the Home Owners' Association for the Project. The license agreement will further provide the City with a right of entry and enforcement to enforce its regulations and requirements with respect to maintaining the flood areas.

(c) The City agrees to allow Owner to connect to City's adjacent wastewater facilities and commits to provide wastewater utility service to the Project in an amount sufficient for full build-out of the Project, as generally contemplated by the Concept Plan, estimated as of the Effective Date to be approximately 1,150 LUEs of wastewater utility service, subject to Owner's payment of the fees imposed by the City for such service pursuant to applicable provisions of the UDC. The City and Owner acknowledge that water utility service to the Project will be provided by Jonah Water Special Utility District ("Jonah"). In connection with Jonah's provision of such water utility service to the Project, the City agrees to allow Jonah's installation and operation of waterlines and related appurtenances within the City's existing and proposed right-of-way.

(d) The Project shall generally comply with (i) the Concept Plan (as it may be amended), (ii) the City Code of Ordinances and UDC as modified by this Agreement, and (iii) the other terms and conditions of this Agreement (including the Exhibits). The City agrees that the UDC will be modified as to the Project as follows:

- (i) The minimum widths of public rights of way within the Project will be: 55' for local roadways; 64' for the limited collector roadway located to the south of Mustang Creek; 70' for all other collector roadways; 120' for the east/west arterial roadway; and 136' (centerline offset basis) for County Road 133; and

- (ii) No Traffic Impact Analysis is required for the construction of the Project as shown in the Concept Plan, provided that Owner pays City a traffic impact fee equal to \$4,000/single-family lot at the time of building permit for the residence to be constructed thereon; provided, however, that, upon Owner's request and satisfaction of the procedural requirements of the City's Transportation Impact Fees Ordinance, the City shall grant to Owner a credit against such traffic impact fees in an amount equal to the sum of: (A) the documented third-party soft and hard costs incurred by Owner for the east/west arterial roadway within the Project; (B) the actual land acquisition cost incurred by Owner for the right-of-way to be dedicated to the City or Williamson County for the future expansion of County Road 133, whether directly incurred by Owner or pursuant to subsection (f) below; and (C) the documented costs incurred by Owner to acquire the additional offsite right-of-way to contain the offsite portion of the east/west arterial roadway necessary to connect Farm to Market Road 1660 and County Road 133, which Owner may acquire and dedicate to the City or Williamson County, or the City may acquire, at Owner's expense, pursuant to subsection (f) below. The traffic impact fee, subject to the credits set forth above, will be deemed to satisfy the requirements of the UDC.

(e) Owner acknowledges that the capacity of the Wastewater Lift Station will need to be increased by approximately 2,000 gallons per minute in order for the WWTP to serve the Project and other properties. If Owner elects to develop the Project before the Peterson Property Developer constructs and installs the Wastewater Lift Station, then Owner will construct and install such facilities in accordance with the terms of and provisions of this Agreement and subject to partial reimbursement by the City as described in this subsection and/or cost-sharing by the Peterson Property Developer. Upon such election, Owner will design, permit, and construct the Wastewater Lift Station subject to a right to receive reimbursement from the City for the documented third-party soft and hard costs incurred by Owner to oversize the capacity of the Wastewater Lift Station from a 600 LUE lift station to a 2,600 LUE lift station, as set forth below (the "Wastewater Infrastructure Cost-Sharing"). The City will pay the Wastewater Infrastructure Cost-Sharing to Owner by rebating to Owner all wastewater impact fees collected by the City for connections to the City's wastewater system within the Project and the Peterson Property until such time as the Wastewater Infrastructure Cost-Sharing is paid in full (the "Wastewater Impact Fee Rebates"). The City will pay the Wastewater Impact Fee Rebates to Owner on or before the 15th day of each April, July, October and January, which payments will be in an amount equal to the total amount of subject wastewater impact fees collected by City during the three (3) calendar months preceding the month the scheduled payment is due and payable. Notwithstanding the foregoing, in the event that Owner and the Peterson Property Developer enter into a private cost-sharing agreement providing for the Peterson Property Developer's direct funding or reimbursement to Owner of funds for the same purposes as the Wastewater Infrastructure Cost-Sharing, then Owner shall notify the City of such agreement, provide a true and correct copy of such agreement to the City, and upon Owner's receipt of any such funds from the Peterson Property Developer, the City will

receive corresponding dollar-for-dollar credits against its obligation to pay the Wastewater Infrastructure Cost-Sharing to Owner hereunder.

(f) Access to the Project will be provided via connections to Farm to Market Road 1660 adjacent to the northern boundary of the Property, County Road 133 adjacent to the eastern boundary of the Property, County Road 132, and one or more local roadway connections to existing or proposed right-of-way adjacent to the Property. Owner will attempt to acquire approximately 3 acres of land adjacent to the western boundary of the Property, as generally depicted on Exhibit B, for right-of-way to contain the offsite portion of the east/west arterial roadway necessary to connect Farm to Market Road 1660 and County Road 133, the actual land acquisition costs of which will be credited against the traffic impact fees to be paid in connection with the Project pursuant to Section 4.03(d)(ii)(C) above. However, if Owner is unable to acquire such tract of land, Owner will provide written notice to the City, whereupon the City shall initiate and diligently pursue to completion the acquisition of such tract of land by eminent domain. The Owner shall pay the reasonable costs of any eminent domain proceeding that is initiated under the terms of this Agreement.

ARTICLE V

MISCELLANEOUS

5.01 Mutual Assistance. The City and Owner will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement.

5.02 Insurance and Indemnity.

(a) Insurance. All Owner's contractors, subcontractors, engineers, and consultants performing work on the Wastewater Lift Station Site shall carry and maintain throughout the term of this Agreement (except as specifically noted below) the following insurance policies as required by the City.

(i) Certificates of Insurance and Insurance Policy Documents. Certificates of Insurance will not be accepted as substitutes for copies of Insurance Policy Documents. The term "Insurance Policy Documents" means true and correct copies of the relevant policy of insurance including all declarations, definitions, schedules, endorsements, exclusions, exceptions, riders, waivers, jackets, modifications, notices, descriptions of deductibles and of self-insured retentions and all other instruments and other documents governing insurance coverage under such policy.

(ii) Special Requirements. The Owner or Owner's contractor shall not cause or permit any insurance required hereunder to be canceled or lapse during the term of this Agreement. Insurance coverage is to be written by companies duly authorized to do the business of insurance in the State of Texas at the time the policies are issued and will be written by companies with an A.M. Best rating of A-VII or better or otherwise approved in writing by the City. Additionally, all policies will contain a provision in favor of the City waiving subrogation and other rights of recovery against the City, and will be endorsed to provide the City with a 30-day advance notice of cancellation or change in coverage The

City will be an additional insured as its interests may appear on the Commercial General and Automobile Liability policies. All policies will provide primary coverage as applicable, with any insurance maintained by the City being excess and non-contributing. The production of copies of all policies to be promptly supplemented with delivery to the City of copies of any and all changed or new Insurance Policy Documents. The Owner or Owner's contractor will be responsible for (i) overseeing its contractors with respect to such contractors' obtaining and maintaining the insurance required hereunder and (ii) obtaining and keeping copies of such Insurance Policy Documents evidencing the insurance coverages required hereunder.

(iii) Additional Insured. All endorsements, waivers, and notices of cancellation as well as the policies of commercial general liability and automobile insurance shall provide that City is an additional insured and will be delivered to the City as provided in the Notices Section of this Agreement or such other address as the City may notify the Owner or Owner's contractor in writing.

(iv) Cost. The Owner or Owner's contractor shall be responsible for paying premiums, deductibles and self-insured retentions, if any, stated in the insurance policies to be carried hereunder by the Owner (not by its contractors and any subcontractors). All deductibles or self-insured retentions shall be disclosed on the Insurance Policy Documents. The insurance coverages required under this Agreement are required minimums and are not intended to limit or otherwise establish the responsibility or liability of the Owner under this Agreement.

(b) INDEMNIFICATION AND HOLD HARMLESS. OWNER HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY CITY, AND THE CURRENT AND FUTURE OFFICERS, AGENTS, SERVANTS AND EMPLOYEES THEREOF, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "THIRD PARTY CLAIMS" OR "TPC") AGAINST THE CITY, WHETHER THREATENED, ANTICIPATED, OR ASSERTED, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE OWNER ON THE WASTEWATER LIFT STATION SITE, INCLUDING THE NEGLIGENCE OF THE OWNER'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIALMEN, AND AGENTS OCCURRING DURING THE CONSTRUCTION OF ANY PORTION OF THE INFRASTRUCTURE OR PERFORMANCE OF THIS AGREEMENT ON THE WASTEWATER LIFT STATION SITE; AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH TPC SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE TPC EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT (BUT NOT GROSS) NEGLIGENCE. OWNER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST TPC CAUSED BY THE CITY'S SOLE NEGLIGENCE. IF THE CITY INCURS TPC THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF OWNER AND THE CITY, OWNER'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL TPC AND EXPENSES EQUIVALENT TO THE OWNER'S OWN PERCENTAGE OF RESPONSIBILITY.

(c) **Claims.** If the City notifies Owner of any TPC relating to the construction of any portion of the infrastructure or performance of this Agreement on the Wastewater Lift Station Site, Owner shall assume on behalf of the City and conduct with due diligence and in good faith the investigation and defense thereof and the response thereto with counsel selected by Owner but reasonably satisfactory to the City; provided, that the City has the right to be represented by advisory counsel of its own selection and at its own expense; and provided further, that if any such TPC involves Owner and the City and the City has been advised in writing by counsel that there may be legal defenses available to it which are inconsistent with those available to Owner, then the City has the right to select separate counsel to participate in the investigation and defense of and response to such TPC on the City's own behalf, and Owner shall pay or reimburse the City for all reasonable legal fees and costs incurred by the City because of the selection of such separate counsel.

(d) **Release.** Other than to the extent caused by a the City's uncured default under this Agreement, Owner hereby releases the City with respect to all TPCs relating to the construction of any portion of the infrastructure or performance of this Agreement on the Wastewater Lift Station Site regarding any alleged, established or admitted negligent or wrongful act or omission of the City or any agents, contractors, representatives or employees of the City, INCLUDING ALL TPCS CAUSED BY THE NEGLIGENCE OR STRICT LIABILITY OF THE CITY, but excluding TPCs to the extent caused by the gross negligence or willful misconduct of the City. The provisions of this Section will survive the expiration or earlier termination of this Agreement.

5.03 Default; Remedies.

(a) No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure, such reasonable time determined based on the nature of the alleged failure, but in no event (a) more than ten (10) business days for a monetary default, or (b) less than 30 days or more than 90 days after written notice of the alleged failure has been given for a non-monetary default. In addition, no Party shall be in default under this Agreement if, within the applicable cure period for a non-monetary default, the Party to whom the notice was given or another Party begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If the Property has multiple Owners, a default by one Owner will not constitute a default by the performing Owner(s) as to the portion of the Property owned by the performing Owner(s).

(b) If a Party is in default beyond any applicable notice and cure period, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgement Act, specific performance, mandamus, and injunctive relief. Notwithstanding the foregoing, however, no default under this Agreement shall:

(i) entitle the aggrieved Party to terminate this Agreement (except as specifically set forth in this Agreement); or

(ii) adversely affect or impair the current or future obligations of the City to provide water or wastewater service or any other service to the Property; or

(iii) entitle the aggrieved Party to seek or recover consequential monetary damages of any kind; or

(iv) reduce the term of this Agreement (except as specifically set forth in this Agreement).

(c) In the event any legal action or proceeding is commenced between the Parties to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorneys' fees and expenses incurred by reason of such action, to the extent allowed by law.

5.04 Undocumented Workers. Owner certifies that it does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. Pursuant to Section 2264.101, Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

5.05 Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and assigns. This Agreement does not create any encumbrance on title as to any purchaser of a completed residence within the Project.

5.06 Assignment. Owner may assign this Agreement with respect to all or a portion of the Property from time to time, without the prior written consent of the City, to an affiliate of Owner or so long as: (i) the assignment is in writing to an entity that is not delinquent in the payment of taxes; that is not in default in a development agreement with the City and has the experience and financial capacity to perform the obligations of this Agreement; (ii) the assignment provides that the assignee assumes such assigned rights and obligations without modification or amendment; (iii) the assignment is executed by Owner and the assignee; and (iv) Owner provides a copy of the fully executed assignment to the City within fifteen (15) business days after the effective date of the assignment. Upon such assignment with respect to all or a portion of the Property, Owner shall be fully released from any and all obligations under this Agreement and shall have no further liability with respect to this Agreement relating to the portion of the Property conveyed to the assignee to which this Agreement is so assigned. A default by any subsequent partial assignee shall not constitute a default by Owner under this Agreement, but only under such partial assignment.

5.07 Amendment. This Agreement may be amended only by the mutual written agreement of the Parties (except that if there are multiple Owners and the amendment applies only to portions of the Property owned by a single Owner, this Agreement may be amended by the mutual written agreement of the City and Owner of the portion of the Property to which the amendment applies). A successor of portions of the Property (such as a purchaser of a lot within the subdivision) does not make such successor a "Party." Owner's rights under this Agreement must be specifically assigned to a successor in order for such successor to be a "Party."

5.08 Entire Agreement. All Parties mutually agreed to the terms of this Agreement. The Agreement shall not be construed in favor of or against one Party. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement. This Agreement contains the entire agreement between the

Parties; there are no other terms, promises, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations or agreements, either oral or written.

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

If to City: City of Hutto
 Attn: Warren Hutmacher, City Manager
 500 W. Live Oak St.
 Hutto, TX 78634
 Email: Warren.Hutmacher@HuttoTX.gov

With required copy to: Bojorquez Law Firm
 Attn: Alan Bojorquez
 11675 Jollyville Road, Suite 300
 Austin, Texas 78759

If to Owner: WMV North Hutto, LLC
 Attn: Holt Dunlop & James Dougherty
 3310 N. Capital of Texas Hwy., Ste. 202
 Austin, TX 78746
 Email: hdunlop@waymakerventures.com
 jdougherty@waymakerventures.com

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

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

5.11 Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in Williamson County, Texas.

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

5.13 Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver of such provision or of any other provision of this Agreement, and such Party shall have the right at any time(s) thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

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

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

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

- Exhibit A-1:** Description of Tract 1
- Exhibit A-2:** Description of Tract 2
- Exhibit A-3:** Description of Tract 3
- Exhibit A-4:** Description of Tract 4
- Exhibit B:** Concept Plan
- Exhibit C-1:** Description of Peterson Tract 1
- Exhibit C-2:** Description of Peterson Tract 2
- Exhibit D:** Wastewater Lift Station

5.17 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. Neither the City, nor its past, present and future officers, elected officials, employees and agents of the City, do assume any responsibilities or liabilities to any third party in connection with the development of the Project or the design, construction or operation of any portion of the Project.

5.18 Additional Compliance. Pursuant to Section 2252.152, Texas Government Code, neither Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner is a company currently listed by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

5.19 Term. This Agreement shall become enforceable upon its Effective Date and shall expire 35 years after the date the City has issued the last Certificates of Occupancy for the Project, unless the Parties mutually agree to terminate it sooner.

5.20. Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure event, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" means events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care, including, without limitation, acts of God or the public enemy, war, terrorism, criminal activity, riot, civil

commotion, insurrection, government or de facto governmental action or failure to act (unless caused by the intentionally wrongful acts or omissions of the Party), fires, explosions, floods, hurricanes, adverse weather, materials or labor shortages, strikes, slowdowns, work stoppages, or pandemics or epidemics.

5.21. Attorney's Fees and Court Costs. In the event that any matter relating to this Agreement results in the institution of legal proceedings by any Party to this Agreement, each Party in such proceeding shall be responsible for the expenses incurred by it in connection with such proceedings, including, without limitation, court costs and attorneys' fees.

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

5.23. No Boycott of Israel. If applicable, if the Owner employs 10 or more full-time employees and the Agreement has a value of \$100,000 or more, Owner shall comply with the provisions of Section 2270.001(2), Government Code that the Owner does not boycott Israel or that during the term of the Owner will not boycott Israel.

5.24. HB 1295 Compliance. Section 2252.908 of the Texas Government Code requires that for certain types of contracts, you must fill out a conflict of interest form ("Disclosure of Interested Parties") at the time you submit your signed contract 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. The City has no obligation under this Agreement until such form is accurately completed and properly submitted, and any City obligation is conditioned on such proper completion and submission.

5.25. Counterparts. This Agreement may be executed in multiple counterparts, which shall be construed together as a single original instrument as though all Parties had signed one instrument, and, when executed, each counterpart shall be binding upon and inure to the benefit of each of the Parties executing the instrument whether or not all other parties have executed same.

5.26 Authority. This Agreement is made and entered into pursuant to Section 212.172 of the Texas Local Government Code. The City and each Owner each represent and warrant that the persons whose signature appears below have the authority to execute this Agreement on behalf of the City and Owner, respectively.

5.27 Automatic Termination. Notwithstanding any provision to the contrary set out in this Agreement, in the event Owner fails to acquire fee simple title to the Property within ninety (90) days after the Effective Date of this Agreement, this Agreement shall automatically terminate and be of no further force or effect.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES PROVIDED ON NEXT PAGE]

EXECUTED to be effective as of the Effective Date.

CITY:

CITY OF HUTTO, TEXAS,
a home rule city and municipal corporation

By: W.A. Hutmacher
Name: Warren A. Hutmacher
Title: City Manager
Date: 10/7/21

APPROVED as to form:

By: [Signature]
Attorney for the City of Hutto
Date: 10/7/21

OWNER:

WMV NORTH HUTTO, LLC,
a Texas limited liability company

By: WayMaker Ventures, LLC,
a Texas limited liability company,
its Sole Member

By: [Signature]
Name: JAMES DOUGHERTY
Title: MANAGER
Date: 10/1/21

EXHIBIT A-1

Description of Tract 1

FIELD NOTES FOR A 106.918 ACRE TRACT OF LAND OUT OF THE JOHN DYKES SURVEY, ABSTRACT NO. 186 AND THE CANUTILLO COLONY DITCH COMPANY SURVEY, ABSTRACT NO. 693, WILLIAMSON COUNTY, TEXAS; BEING ALL OF THE CALLED 106.91 ACRE TRACT OF LAND AS CONVEYED TO JON MARK LIDELL, LYNN RUSSELL LIDELL AND MICHAEL CARL LIDELL BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2002015476 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 106.918 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the north right-of-way line of County Road 132 (variable width right-of-way) at the southwest corner of the above described Lidell 106.91-acre tract, at the southeast corner of the called 5.00 acre tract of land described as Tract 2 as conveyed to Guerrero Maverick, LLC by Special Warranty Deed recorded in Document Number 2019117600 of the Official Public Records of Williamson County, Texas, for the southwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, with the west line of said Lidell 106.91-acre tract and the east line of said Guerrero Maverick 5.00-acre tract, and a called 50.27 acre tract of land described as Tract 1 as conveyed to Guerrero Maverick, LLC by said Special Warranty Deed recorded in Document Number 2019117600 of the Official Public Records of Williamson County, Texas, and the east line of the called 27.36 acre tract of land as conveyed to Howard R. Sladek and Brenda Sladek by Warranty Deed recorded in Volume 866, Page 661 of the Deed Records of Williamson County, Texas, and the east line of the called 14.00 acre tract of land as conveyed to Howard Ray Sladek by Contract of Sale and Purchase recorded in Volume 867, Page 747 of the Deed Records of Williamson County, Texas, N 21°38'12" W, a distance of 5,917.45 feet to a 1-inch iron rod found on the south line of the remainder of a called 163.89 acre tract of land as conveyed to Ricky D. Kruger, Brenda K. Sladek and Timothy R. Kruger by Executor's Deed recorded in Document Number 2016121073 of the Official Public Records of Williamson County, Texas, at the northeast corner of said Howard Ray Sladek 14.00-acre tract, for the northwest corner of the herein described tract of land;

THENCE, with the north line of said Lidell 106.91-acre tract and the south line of said Sladek remainder tract, N 68°25'37" E, a distance of 294.31 feet to an axle found at the southeast corner of said Sladek remainder tract, at the southwest corner of the called 14.502 acre tract of land as conveyed to Eagle Crest Investment, LLC by Special Warranty Deed with Vendor's Lien recorded in Document Number 2021007714 of the Official Public Records of Williamson County, Texas, for an angle point of the herein described tract;

THENCE, with the north line of said Lidell 106.91-acre tract and the south line of said Eagles Crest 14.502-acre tract, N 68°14'19" E, a distance of 466.23 feet to a 1-inch iron rod found at the northwest corner of the called 105.75 acre tract of land as conveyed to Charles Mervin Walker and Grace E. Walker by Warranty Deed recorded in Volume 484, Page 331 of the Deed Records of Williamson County, Texas, for the northeast corner of the herein described tract;

THENCE, with the east line of said Lidell 106.91-acre tract and the west line of said Walker 105.75-acre tract, S 21°37'44" E, a distance of 6,337.50 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the north right-of-way line of said County Road 132, at the southwest corner of said Walker 105.75-acre tract, for the southeast corner of the herein described tract;

THENCE, with the south line of said Lidell 106.91-acre tract and the north right-of-way line of said County Road 132, N 82°44'12" W, a distance of 867.72 feet to the POINT OF BEGINNING and containing 106.918 acres of land, more or less.

EXHIBIT A-2

Description of Tract 2

FIELD NOTES FOR A 76.317 ACRE TRACT OF LAND OUT OF THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE CALLED 105.75 ACRE TRACT OF LAND AS CONVEYED TO CHARLES MERVIN WALKER AND GRACE E. WALKER BY WARRANTY DEED RECORDED IN VOLUME 484, PAGE 331 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 76.317 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 2-inch iron pipe found on the westerly right-of-way line of County Road 133 at the occupied northeast corner of the above described Walker 105.75-acre tract, at the southeast corner of the called 1.86 acre tract of land described as Tract 2 as conveyed to Christopher J. and Ashley R. Salisbury by Warranty Deed recorded in Document Number 2012039498 of the Official Public Records of Williamson County, Texas, for the northeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, with the westerly right-of-way line of said County Road 133, generally as occupied by farming activities, S 21°04'43" E, a distance of 588.64 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

THENCE, continuing with the occupied westerly right-of-way line of said County Road 133, S 21°25'30" E, a distance of 1,716.65 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

THENCE, continuing with the occupied westerly right-of-way line of said County Road 133, S 21°42'11" E, a distance of 1,716.64 feet to a 60D nail found for an angle point of the herein described tract;

THENCE, continuing with the occupied westerly right-of-way line of said County Road 133, S 21°27'07" E, a distance of 657.52 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the southeast corner of the herein described tract;

THENCE, departing the occupied westerly right-of-way line of said County Road 133, over and across said Walker 105.75-acre tract, S 68°32'53" W, a distance of 707.99 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the west line of said Walker 105.75-acre tract, being the easterly line of the called 106.91 acre tract of land as conveyed to Jon Mark Lidell, Lynn Russell Lidell and Michael C. Lidell by Special Warranty Deed recorded in Document Number 2002015476 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract, from which a 1/2-inch iron rod with a cap stamped "BGE INC" set on the northerly right-of-way line of County Road 132 (variable width right-of-way) at the southeast corner of said Lidell 106.91-acre tract, for the southwest corner of said Walker 105.75-acre tract bears S 21°37'44" E, a distance of 1,660.35 feet;

THENCE, with the west line of said Walker 105.75-acre tract and the east line of said Lidell tract, N 21°37'44" W, a distance of 4,677.08 feet to a 1-inch iron rod found on the south line of the called 14.502 acre tract of land as conveyed to Eagle Crest Investment, LLC by Special Warranty Deed with Vendor's Lien recorded in Document Number 2021007714 of the Official Public Records of Williamson County, Texas, at the northwest corner of said Walker 105.75-acre tract, at the northeast corner of said Lidell 106.91-acre tract, for the northwest corner of the herein described tract, from which an axle found at the southwest corner of said Eagle Crest Investment, LLC 14.502-acre tract and at the southeast corner of the remainder of a called 163.89 acre tract of land as conveyed to Ricky D. Kruger, Brenda K. Sladek and Timothy R. Kruger by Executor's Deed recorded in Document Number 2016121073 of the Official Public Records of Williamson County, Texas, bears S 68°14'19" W, a distance of 466.23 feet;

THENCE, with the north line of said Walker 105.75-acre tract and the south line of said Eagle Crest Investment, LLC 14.502-acre tract, N 68°22'06" E, a distance of 493.20 feet to a 1/2-inch iron rod found at the southeast corner of said Eagle Crest Investment, LLC 14.502-acre tract and at the southwest corner of said Salisbury 1.86-acre tract, for an angle point of the herein described tract;

THENCE, with the north line of said Walker 105.75-acre tract and the south line of said Salisbury 1.86-acre tract, N 68°20'40" E, a distance of 226.35 feet to the POINT OF BEGINNING and containing 76.317 acres of land, more or less.

EXHIBIT A-3

Description of Tract 3

FIELD NOTES FOR A 65.281 ACRE TRACT OF LAND OUT OF THE JOHN DYKES SURVEY, ABSTRACT NO. 186 AND THE CANUTILLO COLONY DITCH COMPANY SURVEY, ABSTRACT NO. 693, WILLIAMSON COUNTY, TEXAS; BEING ALL OF THE CALLED 50.27 ACRE TRACT OF LAND DESCRIBED AS TRACT 1 AND ALL OF THE CALLED 5.00 ACRE TRACT OF LAND DESCRIBED AS TRACT 2 AS CONVEYED TO GUERRERO MAVERICK, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2019117600 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALL OF THE CALLED 9.88 ACRE TRACT OF LAND AS CONVEYED TO GUERRERO MAVERICK, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2019118089 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 65.281 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the north right-of-way line of County Road 132 (variable width right-of-way) at the southeast corner of the above described Guerrero Maverick 5.00-acre tract, at the southwest corner of the called 106.91 acre tract of land as conveyed to Jon Mark Lidell, Lynn Russell Lidell and Michael C. Lidell by Special Warranty Deed recorded in Document Number 2002015476 of the Official Public Records of Williamson County, Texas, for the southeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, with the north right-of-way line of said County Road 132, N 83°08'58" W, a distance of 406.40 feet to a 1/2-inch iron rod with a cap stamped "TIS" found at the northeast corner of a fifteen (15') right-of-way tract as dedicated by plat of RIVER CROSSING SUBDIVISION PHASE THREE, a subdivision as recorded in Cabinet X, Slides 249-252 of the Plat Records of Williamson County, Texas, for an angle point of the herein described tract;

THENCE, with the north line of said RIVER CROSSING SUBDIVISION PHASE THREE, N 82°26'38" W, pass a 1/2-inch iron rod with a cap stamped "RPLS 2218" found at the northeast corner of Lot 11, Block J of said RIVER CROSSING SUBDIVISION PHASE THREE at a distance of 15.00 feet, pass a 1/2-inch iron rod with a cap stamped "RPLS 2218" found at the common north corner of Lots 9 and 10, Block J of said RIVER CROSSING SUBDIVISION PHASE THREE at a distance of 233.17 feet, and continuing on for a total distance of 524.18 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the southwest corner of the herein described tract, from which a 1/2-inch iron rod found on the north line of said RIVER CROSSING SUBDIVISION PHASE THREE subdivision bears N 82°26'38" W a distance of 653.49 feet;

THENCE, departing the north line of said RIVER CROSSING SUBDIVISION PHASE THREE with the west line of a called 107 Acre parent tract as described in Volume 309, Page 269 of the Deed Records of Williamson County, Texas, N 21°39'45" W, a distance of 3,121.05 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the northwest corner of said Guerrero Maverick 50.27-acre tract, at the southwest corner of a called 27.36 acre tract of land as conveyed to Howard R. Sladek and Brenda Sladek by Warranty Deed recorded in Volume 866, Page 661 of the Deed Records of Williamson County, Texas, for the northwest corner of the herein described tract, from which a 1/2-inch iron rod found bears N 21°39'45" W a distance of 250.62 feet and from which a 1-inch iron pipe found at the northwest corner of said 107-Acre parent tract bears N 21°39'45" W a distance of 2,346.24 feet;

THENCE, with the north line of said Guerrero Maverick 50.27-acre tract and the south line of said Sladek 27.36-acre tract, N 49°28'29" E, a distance of 862.66 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the west line of the aforementioned Lidell 106.91-acre tract, at the northeast corner of said Guerrero Maverick 50.27-acre tract and the southeast corner of said Sladek 27.36-acre tract, for the northeast corner of the herein described tract, from which a 1-inch iron rod found at the northwest corner of said Lidell 106.91-acre tract bears N 21°38'12" W a distance of 2,067.62 feet;

THENCE, with the east lines of said Guerrero Maverick 50.27-acre tract and 5.00-acre tract and the west line of said Lidell 106.91-acre tract, S 21°38'12" E, a distance of 3,849.83 feet to the POINT OF BEGINNING and containing 65.281 acres of land, more or less.

EXHIBIT A-4

Description of Tract 4

FIELD NOTES FOR A 14.504 ACRE TRACT OF LAND OUT OF THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS; BEING ALL OF THE CALLED 14.502 ACRE TRACT OF LAND AS CONVEYED TO EAGLE CREST INVESTMENT, LLC BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2021007714 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 14.504 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the southerly right-of-way line of F.M. 1660 (variable width right-of-way) on the east line of the remaining portion of a called 163.89 acre tract of land as conveyed to Ricky D. Kruger, Brenda K. Sladek and Timothy R. Kruger by Executor's Deed recorded in Document Number 2016121073 of the Official Public Records of Williamson County, Texas, at the northwest corner of said Eagle Crest Investment 14.502-acre tract, for the northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, with the southerly right-of-way line of said F.M. 1660 and the northerly line of said Eagle Crest Investment 14.502-acre tract, N 68°21'24" E a distance of 458.18 feet to a 1/2-inch iron rod found at the west corner of a called 4.64 acre tract of land described as Tract 1 as conveyed to Christopher J. Salisbury and Ashley R. Salisbury by Warranty Deed with Vendor's Lien recorded in Document Number 2012039498 of the Official Public Records of Williamson County, Texas, at the northeast corner of said Eagle Crest Investment, LLC tract, for the north corner of the herein described tract;

THENCE, departing the southerly right-of-way line of said F.M. 1660 with the west line of said Salisbury 4.64-acre tract and the east line of said Eagle Crest Investment 14.502-acre tract, S 70°18'11" E a distance of 648.99 feet to a 1/2-inch iron rod found at the southwest corner of said Salisbury 4.64-acre tract, at the northwest corner of a called 1.86 acre tract of land described as Tract 2 as conveyed to Christopher J. Salisbury and Ashley R. Salisbury by said Warranty Deed with Vendor's Lien recorded in Document Number 2012039498 of the Official Public Records of Williamson County, Texas, at an easterly corner of said Eagle Crest Investment 14.502-acre tract, for an easterly corner of the herein described tract;

THENCE, with the west line of said Salisbury 1.86-acre tract and the east line of said Eagle Crest Investment 14.502-acre tract, S 23°07'16" E a distance of 346.30 feet to a 1/2-inch iron rod found on the northerly line of a called 105.75 acre tract of land as conveyed to Charles Mervin Walker and Grace E. Walker by Warranty Deed recorded in Volume 484, Page 331 of the Deed Records of Williamson County, Texas, at the southeast corner of said Eagle Crest Investment 14.502-acre tract, for the southeast corner of the herein described tract, from which a 2-inch iron pipe found on the westerly right-of-way line of County Road 133 (variable width right-of-way) for the southeast corner of said Salisbury 1.86-acre tract bears N 68°20'40" E a distance of 226.35 feet;

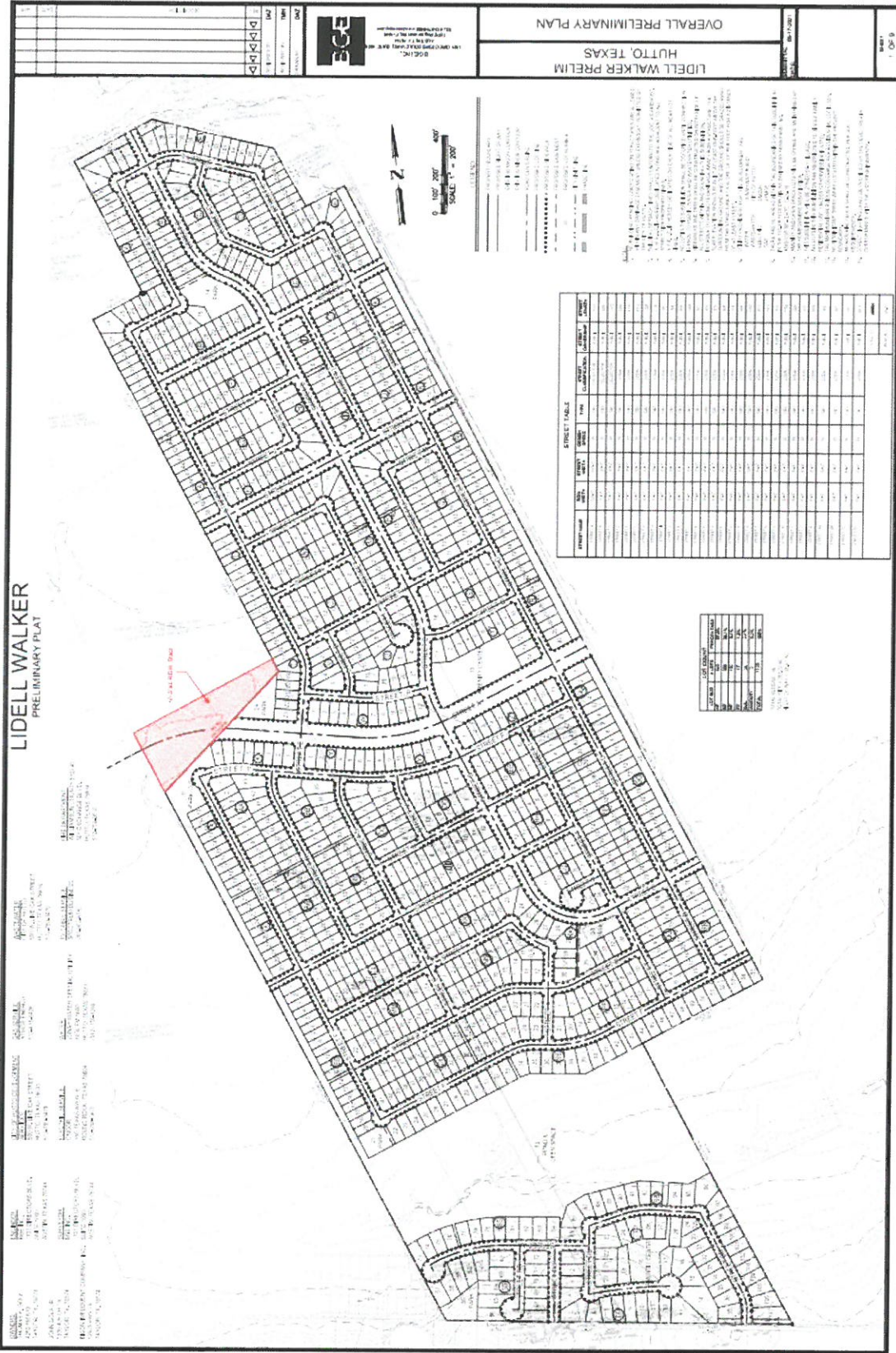
THENCE, with the northerly line of said Walker 105.75-acre tract and the southerly line of said Eagle Crest Investment 14.502-acre tract, S 68°22'06" W a distance of 493.20 feet to a 1-inch iron rod found at the northwest corner of said Walker 105.75-acre tract and the northeast corner of a called 106.91 acre tract of land as conveyed to Jan Mark Lidell, Lynn Russell Lidell and Michael C. Lidell by Special Warranty Deed recorded in Document Number 2002015476 of the Official Public Records of Williamson County, Texas, for an angle point of the herein described tract;

THENCE, with the northerly line of said Lidell 106.91-acre tract and the southerly line of said Eagle Crest Investment 14.502-acre tract, S 68°14'19" W a distance of 466.23 feet to an axle found at the southeast corner the aforementioned Kruger remainder tract and at the southwest corner of said Eagle Crest Investment 14.502-acre tract, for the southwest corner of the herein described tract, from which a 1-inch iron rod found at the northwest corner of said Lidell 106.91-acre tract bears S 68°25'37" W a distance of 294.31 feet;

THENCE, with the easterly line of said Kruger remainder tract and the westerly line of said Eagle Crest Investment 14.502-acre tract, N 21°16'12" W a distance of 775.74 feet to the POINT OF BEGINNING and containing 14.504 acres of land, more or less.

EXHIBIT B

Concept Plan



{W1064149.5}

Exhibit B

EXHIBIT C-1

Peterson Tract I

FIELD NOTES FOR A 199.464 ACRE TRACT OF LAND IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS; BEING ALL OF THE CALLED 30.00 ACRE TRACT OF LAND DESCRIBED AS TRACT TWO AND ALL OF THE CALLED 170.00 ACRE TRACT OF LAND DESCRIBED AS TRACT THREE AS CONVEYED TO HILDA J. PETERSON, TRUSTEE, THE PETERSON FAMILY TRUST-DECEDENT'S TRUST B, BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2018022732 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 199.464 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found in the westerly right-of-way line of F.M. 1660 (variable width right-of-way) at the southeast corner of the above described Peterson 30-acre tract, at the northeast corner of the called 26.981 acre tract of land as conveyed to Hjalmar, LLC by General Warranty Deed recorded in Document Number 2010055556 of the Official Public Records of Williamson County, Texas, for the southeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, with the northwest line of said Hjalmar, LLC 26.981-acre tract, S 68°45'34" W, a distance of 1,581.56 feet to a 5/8-inch iron rod found at the northwest corner of said Hjalmar, LLC 26.981-acre tract and the most northerly northeast corner of the called 62.956-acre tract of land as conveyed to Marvin Sturm and Iola Sturm by Deed with Vendor's Lien recorded in Volume 1174, Page 282 of the Official Records of Williamson County, Texas, for an angle point of the herein described tract;

THENCE, with the northwest line of said Sturm 62.956-acre tract, S 68°33'43" W, a distance of 995.91 feet to a 1-1/2-inch iron pipe found at the northwest corner of said Sturm 62.956-acre tract and the northeast corner of the called 181.663-acre tract of land as conveyed to WLH Communities-Texas LLC by Special Warranty Deed recorded in Document Number 2019027650 of the Official Public Records of Williamson County, Texas, for an angle point of the herein described tract;

THENCE, with the northwest line of said WLH Communities-Texas LLC 181.663-acre tract, S 68°19'24" W, a distance of 1,138.76 feet to a 1/2-inch iron rod with a cap stamped "RJ SURVEYING" found in northwest line of said WLH Communities-Texas LLC 181-663-acre tract, at the southeast corner of the called 44.37-acre tract of land as conveyed to Ronald Albert Smith and Janice H. Smith by Warranty Deed with Vendor's Lien recorded in Volume 2267, Page 16 of the Official Records of Williamson County, Texas, at the southwest corner of the above described Peterson 170.00-acre tract, for the southwest corner of the herein described tract;

THENCE, with the east line of said Smith 44.37-acre tract, N 21°26'45" W, a distance of 881.63 feet to a 3/8-inch iron rod found at the most easterly northeast corner of said Smith 44.37-acre tract, at the southeast corner of Lot 2, STEVE HESTER SUBDIVISION, a subdivision as recorded in Cabinet I, Slides 391-392 of the Plat Records of Williamson County, Texas, for an angle point of the herein described tract;

THENCE, with an east line of said Lot 2, N 21°30'33" W, a distance of 614.01 feet to a 1/2-inch iron rod found at the most easterly northeast corner of said Lot 2, at the southeast corner of the called 4.98 acre tract of land as conveyed to Carl Seagreen and Beverly Seagreen by Warranty Deed with Vendor's Lien recorded in Document Number 2013107733 of the Official Public Records of Williamson County, Texas, for an angle point of the herein described tract;

THENCE, with the east line of said Seagreen 4.98-acre tract, N 21°29'52" W, a distance of 839.60 feet to a 1/2-inch iron rod found in the southerly right-of-way line of County Road 100 (variable width right-of-way) at the northeast corner of said Seagreen 4.98-acre tract, at the northwest corner of said Peterson 170.00-acre tract, for the northwest corner of the herein described tract;

THENCE, with the southerly right-of-way line of said County Road 100, N 68°27'18" E, a distance of 3,730.07 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the intersection of the southerly right-of-way line of said County Road 100 with the westerly right-of-way line of the south fork of County Road 100 (variable width right-of-way), for the northeast corner of the herein described tract;

THENCE, with the westerly right-of-way line of the south fork of said County Road 100, S 21°30'32" E, a distance of 670.80 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the intersection of the westerly right-of-way line of the south fork of said County Road 100 with the westerly right-of-way line of said FM 1660, for an outside corner of the herein described tract;

THENCE, with the westerly right-of-way line of said FM 1660, S 68°29'28" W, a distance of 15.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an inside corner of the herein described tract;

THENCE, with the westerly right-of-way line of said FM 1660, S 21°30'32" E, a distance of 1,672.10 feet to the POINT OF BEGINNING and containing 199.464 acres of land, more or less.

EXHIBIT C-2

Peterson Tract 2

FIELD NOTES FOR A 27.009 ACRE TRACT OF LAND IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS; BEING ALL OF THE CALLED 26.981 ACRE TRACT OF LAND AS CONVEYED TO HJALMAR, LLC BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2010055556 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 27.009 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the westerly right-of-way line of F.M. 1660 (variable width right-of-way) at the northeast corner of the above described Hjalmar, LLC 27.041-acre tract, at the southeast corner of the called 30.00 acre tract of land described as Tract Two as conveyed to Hilda J. Peterson, Trustee, The Peterson Family Trust-Decedent's Trust B, by Special Warranty Deed recorded in Document Number 2018022732 of the Official Public Records of Williamson County, Texas, for the northeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, with the westerly right-of-way line of said FM 1660, S 21°06'38" E a distance of 743.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the southeast corner of said Hjalmar, LLC 27.041-acre tract, at the most easterly northeast corner of the called 62.956 acre tract of land as conveyed to Marvin Sturm and Iola Sturm by Deed with Vendor's Lien recorded in Volume 1174, Page 282 of the Official Records of Williamson County, Texas, for the southeast corner of the herein described tract;

THENCE, departing the westerly right-of-way line of FM 1669 with a northwest line of the Sturm 62.956-acre tract, S 68°42'06" W a distance of 1,581.94 feet to a 1/2-inch iron rod found at the southwest corner of said Hjalmar, LLC 27.041-acre tract, at an interior corner of said Sturm 62.956-acre tract, for the southwest corner of the herein described tract;

THENCE, with a northeast line of the Sturm 62.956-acre tract, N 21°04'53" W a distance of 744.60 feet to a 5/8-inch iron rod found on the southerly line of the called 170.00 acre tract of land described as Tract Three as conveyed to Hilda J. Peterson, Trustee, The Peterson Family Trust-Decedent's Trust B, by said Special Warranty Deed recorded in Document Number 2018022732 of the Official Public Records of Williamson County, Texas, at the northwest corner of said Hjalmar, LLC 26.981-acre tract, at the northeast corner of said Sturm 62.956-acre tract, for the northwest corner of the herein described tract;

THENCE, with the southwest lines of said Peterson 170.00-acre tract and 30.00-acre tract, N 68°45'34" E a distance of 1,581.56 feet to the POINT OF BEGINNING and containing 27.009 acres of land, more or less.

AGENDA ITEM REPORT

10.2.



To: City Council
Subject: Consideration and possible action relating to Resolution No. R-2023-337 of the City of Hutto, Texas, authorizing the City Manager to execute a deductive change order with Aaron Concrete Contractors LP in the amount of \$57,666.09 related to the FM 1660 and US 79 turn lane project (CIP T-01) (Matt Rector)
Meeting: Thursday, December 14, 2023
Department: Engineering /
Staff Contact: Matt Rector

BACKGROUND INFORMATION:

On January 5, 2023 the City Council authorized the award of a contract to Aaron Concrete Contractors, LP for the amount of \$637,042.00.

On August 17, 2023 the City Council approved a change order to the contract. That change order resulted in a new contract price of \$746,365.57.

This final change order is to balance out the remainder of the contract and there will be a deductive change order. This will reduce the overall project price to \$688,699.48. During the process of closing out a project, the general contractor is required to submit a final, comprehensive payment application reconciliation of all costs. This Change Order provides the final balancing all overruns and underruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. This Change Order also adds an item for overhead cost due to utilities not being clear and hindering the progress of the roadway construction.

The purchasing policy indicates, "City Manager or Assistant City Manager may approve Construction Contract Change Orders up to \$49,999.99 in the aggregate. Construction Contract Change Orders greater than \$50,000 require City Council or designee approval."

SUMMARY OF REQUEST:

Staff requests that approval of the resolution as presented.

STAFF REVIEW:

FISCAL NOTES:

This project is being funded by the 2022 General Obligation Bonds (12-040-060-6659).

There is currently no budget for this project in FY 2024, as the project was expected to be closed out in the prior

AGENDA ITEM REPORT

10.2.



fiscal year. There has been \$974,766 in funds encumbered for this project to date, with no additional bond funds originally allocated towards this project. However, the 2022 GO Bonds earned more than \$90,000 in interest income in November, which can be used to offset the increase in the contract. This will bring the total encumbrances for this project to \$1,032,432, with no funding remaining after this change order.

ATTACHMENTS:

1. FM1660atUS79-CO#02(Balancing)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

1. CONTRACTOR: Aaron Concrete Contractors, LLCProject: 743642. Change Order Work Limits: Sta. 51+63.26 to Sta. 55+47.49Roadway: FM 1660 North3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)CSJ
Number: 1566-01-0174. Reasons: 2E, 6C (3 Max. - In order of importance - Primary first)

5. Describe the work being revised:

2E. *Miscellaneous difference in site conditions (unforeseeable)(Item 9)*. This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. 6C. *Utilities not clear*. This Change Order also adds an item for overhead cost due to utilities not being clear and hindering the progress of the roadway construction.

6. Work to be performed in accordance with Items: N/A7. New or revised plan sheet(s) are attached and numbered: N/A8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☒ No9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

The following information must be providedTime Ext. #: N/A Days added on this CO: 0Amount added by this change order: (\$57,666.09)

THE CONTRACTOR

Date 12/7/23By 

Typed/Printed Name

Robert Tomlinson

Typed/Printed Title

P.M.**RECOMMENDED FOR EXECUTION:**
Project ManagerDate 12/7/23

City of Hutto Engineer

Date

CITY OF HUTTO, TEXAS

James R. Earp, CPM
City of Hutto City Manager

Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

Project # 74364

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	
465-6379	INLET EXT	EA	6,658.00	4.00	\$26,632.00	(2.00)	2.00	\$13,316.00	(\$13,316.00)
502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1,061.00	4.00	\$4,244.00	1.00	5.00	\$5,305.00	\$1,061.00
506-6022	CONSTRUCTION EXITS (INSTALL) (TY 3)	SY	82.00	78.00	\$6,396.00	(78.00)	0.00	\$0.00	(\$6,396.00)
506-6024	CONSTRUCTION EXITS (REMOVE)	SY	27.00	78.00	\$2,106.00	(78.00)	0.00	\$0.00	(\$2,106.00)
531-6003	CONC SIDEWALKS (6")	SY	124.00	295.00	\$36,580.00	5.00	300.00	\$37,200.00	\$620.00
666-6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	4.00	722.00	\$2,888.00	(143.00)	579.00	\$2,316.00	(\$572.00)
666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	27.00	260.00	\$7,020.00	(12.00)	248.00	\$6,696.00	(\$324.00)
666-6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	2.00	282.00	\$564.00	296.00	578.00	\$1,156.00	\$592.00
666-6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	19.00	167.00	\$3,173.00	81.00	248.00	\$4,712.00	\$1,539.00
666-6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	1.00	769.00	\$769.00	803.00	1,572.00	\$1,572.00	\$803.00
666-6300	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	LF	1.00	2,084.00	\$2,084.00	(1,594.00)	490.00	\$490.00	(\$1,594.00)
666-6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LF	1.00	2,766.00	\$2,766.00	(55.00)	2,711.00	\$2,711.00	(\$55.00)
666-6344	REF PROF PAV MRK TY I(Y)4"(BRK)(100MIL)	LF	11.00	299.00	\$3,289.00	(29.00)	270.00	\$2,970.00	(\$319.00)
672-6007	REFL PAV MRKR TY I-C	EA	9.00	54.00	\$486.00	(1.00)	53.00	\$477.00	(\$9.00)
677-6001	ELIM EXT PAV MRK & MRKS (4")	LF	1.00	1,000.00	\$1,000.00	(537.00)	463.00	\$463.00	(\$537.00)
677-6007	ELIM EXT PAV MRK & MRKS (24")	LF	11.00	84.00	\$924.00	(79.00)	5.00	\$55.00	(\$869.00)
677-6008	ELIM EXT PAV MRK & MRKS (ARROW)	EA	110.00	2.00	\$220.00	(2.00)	0.00	\$0.00	(\$220.00)
3076-6003	D-GR HMA TY-B PG64-22 (EXEMPT)	TON	283.00	78.00	\$22,074.00	11.52	89.52	\$25,334.16	\$3,260.16
3076-6072	D-GR HMA TY-D PG 76-22 (EXEMPT)	TON	314.00	56.00	\$17,584.00	3.09	59.09	\$18,554.26	\$970.26
3081-6008	TOM-C PG76-22 SAC-B	TON	427.00	83.00	\$35,441.00	22.70	105.70	\$45,133.90	\$9,692.90
TOTALS					\$176,240.00			\$168,461.32	(\$7,778.68)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

Project # 74364**TABLE B: Contract Items (Continued)**

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
6001-6001	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	109.00	90.00	\$9,810.00	(50.00)	40.00	\$4,360.00	(\$5,450.00)
	FORCE ACCOUNT - UPRR FLAGGING	DOL	1.00	5,000.00	\$5,000.00	(1,171.09)	3,828.91	\$3,828.91	(\$1,171.09)
	FORCE ACCOUNT - SAFETY CONTINGENCY	DOL	1.00	50,000.00	\$50,000.00	(50,000.00)	0.00	\$0.00	(\$50,000.00)
	FORCE ACCOUNT - EROSION CONTROL	DOL	1.00	10,000.00	\$10,000.00	(10,000.00)	0.00	\$0.00	(\$10,000.00)
401-6001	FLOWABLE FILL	CY	351.13	88.00	\$30,899.44	(21.00)	67.00	\$23,525.71	(\$7,373.73)
999-002	UTILITY CONFLICT	LS	24,107.41	0.00	\$0.00	1.00	1.00	\$24,107.41	\$24,107.41
The "Totals" from Table B of the previous work sheet:					\$176,240.00			\$168,461.32	(\$7,778.68)
TOTALS					\$281,949.44			\$224,283.35	(\$57,666.09)

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the City 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the City 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (City responsibility for ROW) 6C. Utilities not clear 6D. Other

City of Hutto

**FM 1660 North
City of Hutto Project**

Change Order No. 2

Reason for Change

This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. This Change Order also adds an item for overhead costs caused by utility components hindering the progress of the roadway construction.

The following new item will be added by this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
999-WC02	UTILITY CONFLICT	1	LS

This Change Order results in a net decrease of \$57,666.09 to the Contract amount, for an adjusted Contract total of \$691,147.45. The original Contract amount was \$637,042.00. As a result of this and all Change Orders to-date, \$54,105.45 has been added to the Contract, resulting in an 8.49% net increase in the overall Contract cost.

HNTB Corporation

Loretta Schietinger, P.E.

Item 999-002

Request for Change

Project: FM 1660
County: WILLIAMSON
CSJ: 1566-01-017
District: Austin
Owner: City of Hutto

Date: 11/28/2023
Activity: Utility Delay: (7/19/23 - 8/1/23)(8/14/23 - 8/20/23)

LABOR									
EMPLOYEE NAME			CLASSIFICATION		Reg Hours	OT HOURS	HR Rate	OT Rate	AMOUNT (\$)
Jeff Greenwell					60.00		\$ 40.00		\$ 2,400.00
David A Romero					9.00		\$ 26.50		\$ 238.50
Andrew Dickson					8.00		\$ 22.50		\$ 180.00
									\$ -
									\$ -
									\$ -
								Total	\$ 2,818.50
EQUIPMENT									
DESCRIPTION						HOURS	RATE	DAYS	AMOUNT (\$)
Rental Equipment: CAT 320						1.00	\$ 4,632.83	LS	\$ 4,632.83
Rental Equipment: 4500 LB Hydraulic Hammer						1.00	\$ 6,444.02	LS	\$ 6,444.02
Ford F250						60.00	\$ 2.72		\$ 163.20
John Deere Backhoe						48.00	\$ 23.76		\$ 1,140.48
Takeuchi Skid Steere						48.00	\$ 24.77		\$ 1,188.96
									\$ -
								Total	\$ 13,569.49
MATERIALS									
DESCRIPTION						UNITS	QUANT	RATE	AMOUNT (\$)
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
							TOTAL		\$ -
SUBCONTRACTORS									
DESCRIPTION						Units	Quantity	Rate	AMOUNT (\$)
Cave Trucking						Tons	121.50	\$ 12.00	\$ 1,458.00
Cave Trucking						HR	19.50	\$ 85.00	\$ 1,657.50
Shumaker						LD	5	15	\$ 75.00
							TOTAL		\$ 3,190.50
LAW ENFORCEMENT PERSONNEL									
DESCRIPTION						HOURS	RATE		AMOUNT (\$)
							TOTAL		\$ -
ALLOTED MARK-UPS									

		TOTAL
LABOR	25%	\$ 704.63
EQUIPMENT	15%	\$2,035.42
MATERIALS	25%	
INSURANCE & TAXES	55%	\$1,550.18
SUBCONTRACTORS & LAW ENFORCEMENT	5%	\$159.53
TOTAL BEFORE BOND MARK UP		\$ 23,868.72
BOND COST	1%	\$ 238.69
TOTAL REQUESTED FOR PAYMENT		\$ 24,107.41



P.O. BOX 207916
SAN ANTONIO, TX 78220-7916
www.texasfirstrentals.com

TX FIRE
23002-356
RT

AARON CONCRETE CONTRACTORS
PO BOX 27107
AUSTIN, TX 78755

4 Week Bill

Contract #	1314473-0002
Inv Date	08/09/23
Due Date	08/09/23
Date Out	07/24/23 11:00 AM
Billed Thru	08/21/23
Customer #	1001681
Total Amt	\$ 9,265.65
REMIT TO:	
Texas First Rentals LLC P.O. BOX 650869 DALLAS, TX 75265-0869	
TO VIEW AND PAY ONLINE GO TO:	
http://texasfirstrentals.billtrust.com	
USE THIS ENROLLMENT TOKEN:	
KGH QGZ DGX	

SHIPPING ADDRESS:

23002
106 US-79
HUTTO, TX 78634
C#: 512-926-7326 J#: 512-926-7326

Job Location: 106 US-79, HUTTO - 23002		Ordered By: EDWARD,		Purchase Order Number: 756885		Cust Job No: 9 - AARON CONCRETE C		Terms: Due Upon Receipt	
COI Policy Expiration Date:		Texas First Rentals Sales Rep: JACOB BELCHER		Branch: 1237 - ROUND ROCK		Delivery Driver Initials:			

Qty	Equipment #	Cat-Class	Min	Day	Week	4 Week	Amount
1	113917	440-1400	1,022.00	2,756.00	7,239.00	7,239.00	
50000 LB/22' DEPTH EXCAVATOR Make: CAT Model: 320 TC Serial#: 0HEX11733 ***** EQP MSG ***** WARNING Overheight Hazard!! The machine you are loading REQUIRES that you check the height of your load. Maximum Legal Height = 13'6" ***** ***** Driver Height Measurement = ***** ***** *** EQP MSG *** Must have Lift Limiting Chain present and functioning properly HR OUT1: 2915.00 HR IN1: TOTAL: 2915.00							
1	130736	904-1200					N/C
30" EXCAVATOR BUCKET Make: CAT Model: B 30 BU Serial#: 0XC747012 EQUIPMENT SUBJECT TO TX HEAVY EQUIPMENT PROPERTY TAX ON RENTAL OR SALE							
SALES/MISC ITEMS:							
Qty	Item Number	Description	Unit	Price			
1	TERP	TEXAS EMISSION REDUCTION PROGRAM	EACH	124.87			124.87
1	ENV	ENVIRONMENTAL CHARGE	EACH	108.59			108.59
1	HEIT	HEAVY EQUIPMENT INVENTORY TAX	EACH	11.58			11.58
						RPP:	1,085.85
						Subtotal:	8,569.89
CONTINUED							
CUSTOMER MUST CALL FOR PICK UP AND OBTAIN A PICK UP NUMBER			EQUIPMENT USAGE ALLOWED, 8HRS DAY 40HR WEEK, 160 HRS 4-WEEK, OT WILL APPLY			CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES, REPAIRS OR TIRE REPAIRS	
The Loss Damage Waiver ("LDW") now called the Rental Protection Plan or "RPP" is not available for all rental transactions. Texas First Rentals may refuse to offer the RPP in its sole discretion. The RPP charge is 15% of the Base Rental installment per month. Rental Protection Plan: Customer Accepts _____ Initials Customer Declines _____ Initials Statement of Total Charge: for the Optional Rental Protection Plan: If the customer elects to purchase the optional RPP the total estimated charge to the customer under this agreement shall be \$							
X							
CUSTOMER SIGNATURE			DATE		NAME PRINTED		
CONDITIONS OF RENTAL, READ FRONT & REVERSE SIDE							
						Page:	1 of 3



P.O. BOX 207916
SAN ANTONIO, TX 78220-7916
www.texasfirstrentals.com

AARON CONCRETE CONTRACTORS
PO BOX 27107
AUSTIN, TX 78755

4 Week Bill

Contract #	1314473-0002
Inv Date	08/09/23
Due Date	08/09/23
Date Out	07/24/23 11:00 AM
Billed Thru	08/21/23
Customer #	1001681
Total Amt	\$ 9,265.65
REMIT TO:	
Texas First Rentals LLC P.O. BOX 650869 DALLAS, TX 75265-0869	
TO VIEW AND PAY ONLINE GO TO:	
http://texasfirstrentals.billtrust.com	
USE THIS ENROLLMENT TOKEN:	
KGH QGZ DGX	

SHIPPING ADDRESS:

23002
106 US-79
HUTTO, TX 78634
C#: 512-926-7326 J#: 512-926-7326

Job Location: 106 US-79, HUTTO			
Ordered By: EDWARD,	Purchase Order Number: 756885	Cust Job No: 9 - AARON CONCRETE C	Terms: Due Upon Receipt
COI Policy Expiration Date:	Texas First Rentals Sales Rep: JACOB BELCHER	Branch: 1237 - ROUND ROCK	Delivery Driver Initials:

Qty	Equipment #	Cat-Class	Min	Day	Week	4 Week	Amount
						Sales Tax:	695.76
						Total:	9,265.65

BILLED FOR FOUR WEEKS 7/24/23 THRU 8/21/23 11:00 AM

CONTINUED

CUSTOMER MUST CALL FOR PICK UP AND OBTAIN A PICK UP NUMBER **EQUIPMENT USAGE ALLOWED, 8HRS DAY 40HR WEEK, 160 HRS 4-WEEK, OT WILL APPLY** **CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES, REPAIRS OR TIRE REPAIRS**

The Loss Damage Waiver ("LDW") now called the Rental Protection Plan or "RPP" is not available for all rental transactions. Texas First Rentals may refuse to offer the RPP in its sole discretion. The RPP charge is 15% of the Base Rental installment per month.

Rental Protection Plan: **Customer Accepts** _____ **initials** **Customer Declines** _____ **initials**

Statement of Total Charge: for the Optional Rental Protection Plan: If the customer elects to purchase the optional RPP the total estimated charge to the customer under this agreement shall be \$

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

CONDITIONS OF RENTAL, READ FRONT & REVERSE SIDE

Page: 2 of 3

756085

Item 999-002

Purchase Order

756085

TO <i>TEXAS FIRST</i>		DATE <i>7-19-23</i>
ADDRESS		DATE REQUIRED <i>7-19-23</i>
CITY, STATE, ZIP		TERMS
SHIP TO <i>FM 1660-23002</i>		HOW SHIPPED
ADDRESS <i>FM 1660-23002</i>		REQ. NO. OR DEPT.
CITY, STATE, ZIP		FOR

QUANTITY	DESCRIPTION	PRICE	UNIT
1	<i>EX</i>		
2	<i>HAWK</i>		
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

IMPORTANT

Purchase Order Number must appear on all invoices - packaging, etc.

Please notify us immediately if you are unable to complete the order by date specified.

Please send *2* copies of your INVOICE with ORIGINAL BILL OF LADING.

PURCHASING AGENT

01-11

A-0831
T-46140/46141

OFFICE COPY 1



P.O. BOX 207916
SAN ANTONIO, TX 78220-7916
www.texasfirstrentals.com

AARON CONCRETE CONTRACTORS
PO BOX 27107
AUSTIN, TX 78755

Rental Invoice

Contract # 1314473-0001

Inv Date 08/04/23

Due Date 08/04/23

Date Out 07/24/23 11:00 AM

Date In 08/03/23 6:31 AM

Customer # 1001681

Total Amt \$ 6,444.02

REMIT TO:

Texas First Rentals LLC

P.O. BOX 650869

DALLAS, TX 75265-0869

TO VIEW AND PAY ONLINE GO TO:

<http://texasfirstrentals.billtrust.com>

USE THIS ENROLLMENT TOKEN:

KGH QGZ DGX

SHIPPING ADDRESS:

23002

106 US-79

HUTTO, TX 78634

C#: 512-926-7326 J#: 512-926-7326

Job Location: 106 US-79, HUTTO - 23002			
Ordered By: EDWARD,	Purchase Order Number: 756885	Cust Job No: 9 - AARON CONCRETE C	Terms: Due Upon Receipt
COI Policy Expiration Date:	Texas First Rentals Sales Rep: JACOB BELCHER	Branch: 1237 - ROUND ROCK	Delivery Driver Initials:

Qty	Equipment #	Cat-Class	Min	Day	Week	4 Week	Amount
1	112140	910-2100		782.00	2,233.00	6,700.00	4,466.00
	4500 LB HYDRAULIC HAMMER ATTACHMENT						
	Make: EPIROC Model: B HB2000 Serial#: DEQ190477						

SALES/MISC ITEMS:

Qty	Item Number	Description	Unit	Price	
1	ENV	ENVIRONMENTAL CHARGE	EACH	66.99	66.99
		DELIVERY CHARGE			375.00
		PICKUP CHARGE			375.00

RPP: 669.90
Subtotal: 5,952.89
Sales Tax: 491.13
Total: 6,444.02

TX FIRE

23002-350

RT

CONTINUED

CUSTOMER MUST CALL FOR PICK UP
AND OBTAIN A PICK UP NUMBER

EQUIPMENT USAGE ALLOWED, 8HRS DAY
40HR WEEK, 160 HRS 4-WEEK, OT WILL APPLY

CUSTOMER IS RESPONSIBLE FOR REFUELING,
DAMAGES, REPAIRS OR TIRE REPAIRS

The Loss Damage Waiver ("LDW") now called the Rental Protection Plan or "RPP" is not available for all rental transactions. Texas First Rentals may refuse to offer the RPP in its sole discretion. The RPP charge is 15% of the Base Rental installment per month.

Rental Protection Plan: Customer Accepts _____ initials Customer Declines _____ initials

Statement of Total Charge: for the Optional Rental Protection Plan: If the customer elects to purchase the optional RPP the total estimated charge to the customer under this agreement shall be \$

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

CONDITIONS OF RENTAL, READ FRONT & REVERSE SIDE

Page: 1 of 2

756885

Item 999-002

Purchase Order

TO <i>Texas Fuel</i>	DATE <i>7-19-23</i>
ADDRESS	DATE REQUIRED
CITY, STATE, ZIP	TERMS
SHIP TO <i>FM 1160-23002</i>	HOW SHIPPED
ADDRESS	REQ. NO. OR DEPT.
CITY, STATE, ZIP	FOR

QUANTITY	DESCRIPTION	PRICE	UNIT
1	<i>Ex</i>		
2	<i>Hammer</i>		
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

IMPORTANT

Purchase Order Number must appear on all invoices - packaging, etc.

Please notify us immediately if you are unable to complete the order by date specified.

Please send *[Signature]* copies of your INVOICE with ORIGINAL BILL OF LADING.

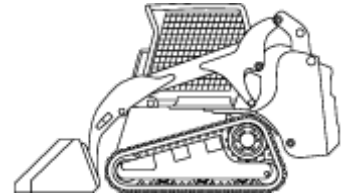
PURCHASING AGENT

01-11

A-5831
T-46140/46141

ORIGINAL

Rental Rate Blue Book®
Takeuchi TL230 (disc. 2014)
 Compact Track Loaders

 Size Class:
1601 - 1750 lbs
 Weight:
8275 lbs

Configuration for TL230 (disc. 2014)

 Operator Protection **ROPS** Power Mode **Diesel**
Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$8,710.00	USD \$2,440.00	USD \$610.00	USD \$92.00	USD \$37.65	USD \$87.14
Adjustments						
Region (Texas: 100.1%)	USD \$8.71	USD \$2.44	USD \$0.61	USD \$0.09		
Model Year (2014: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$8,718.71	USD \$2,442.44	USD \$610.61	USD \$92.09	USD \$37.65	USD \$87.19

Non-Active Use Rates

	Hourly
Standby Rate	USD \$24.77
Idling Rate	USD \$62.28

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	20%	USD \$1,742.00/mo
Overhaul (ownership)	55%	USD \$4,790.50/mo
CFC (ownership)	10%	USD \$871.00/mo
Indirect (ownership)	15%	USD \$1,306.50/mo
Fuel (operating) @ USD 5.14	34%	USD \$12.74/hr

Revised Date: 1st quarter 2023

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

 The equipment represented in this report has been exclusively prepared for DALE DETTEN
 (dale@aaronconcrete.com)

Rental Rate Blue Book®

January 10, 2023

Deere 310L

Tractor-Loader-Backhoes

Size Class:

14' to Under 15'

Weight:

N/A

Configuration for 310L

Drive	4WD	Operator Protection	EROPS
Power Mode	Diesel		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$8,400.00	USD \$2,355.00	USD \$590.00	USD \$89.00	USD \$39.20	USD \$86.93
Adjustments						
Region (Texas: 100.1%)	USD \$8.40	USD \$2.36	USD \$0.59	USD \$0.09		
Model Year (2015: 99.48%)	(USD \$43.31)	(USD \$12.14)	(USD \$3.04)	(USD \$0.46)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$8,365.09	USD \$2,345.21	USD \$587.55	USD \$88.63	USD \$39.20	USD \$86.73

Non-Active Use Rates

	Hourly
Standby Rate	USD \$23.76
Idling Rate	USD \$66.33

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	25%	USD \$2,100.00/mo
Overhaul (ownership)	46%	USD \$3,864.00/mo
CFC (ownership)	16%	USD \$1,344.00/mo
Indirect (ownership)	13%	USD \$1,092.00/mo
Fuel (operating) @ USD 5.14	48%	USD \$18.80/hr

Revised Date: 1st quarter 2023

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The equipment represented in this report has been exclusively prepared for DALE DETTEN
(dale@aaronconcrete.com)

Rental Rate Blue Book®

January 10, 2023

Ford F-250

On-Highway Light Duty Trucks

Size Class:

300 HP & Over

Weight:

N/A

Configuration for F-250

Axle Configuration

4.0 X 4.0

Horsepower

385.0 hp

Ton Rating

3.0 / 4.0

Cab Type

Power Mode

Crew

Gasoline

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$970.00	USD \$270.00	USD \$68.00	USD \$10.00	USD \$30.62	USD \$36.13
Adjustments						
Region (Texas: 101%)	USD \$9.70	USD \$2.70	USD \$0.68	USD \$0.10		
Model Year (2015: 97.84%)	(USD \$21.13)	(USD \$5.88)	(USD \$1.48)	(USD \$0.22)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$958.57	USD \$266.82	USD \$67.20	USD \$9.88	USD \$30.62	USD \$36.07

Non-Active Use Rates

Hourly

Standby Rate

USD \$2.72

Idling Rate

USD \$31.30

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	57%	USD \$552.90/mo
Overhaul (ownership)	23%	USD \$223.10/mo
CFC (ownership)	8%	USD \$77.60/mo
Indirect (ownership)	12%	USD \$116.40/mo
Fuel (operating) @ USD 3.53	84%	USD \$25.85/hr

Revised Date: 1st quarter 2023

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for DALE DETTEN
(dale@aaronconcrete.com)



Cave Trucking
PO BOX 526
Pflugerville, TX 78691
(512)354-9084
billing@cavetrucking.com

Item 999-002

INVOICE

BILL TO

Aaron Concrete Contractors
4108 Nixon Ln Ste A
Austin, TX 78725

INVOICE # 7831

DATE 08/14/2023

DUE DATE 08/21/2023

TERMS Net 7

JOB NUMBER

23002

DATE	ACTIVITY	QTY	RATE	AMOUNT
08/10/2023	Services (Truck#3328) Tkt#37421 FM1660 Hwy 79 Hutto to Shumakers	10	85.00	850.00
08/10/2023	Services (Truck#3328) Tkt#37421 FM1660 Hwy 79 Hutto to Shumakers	9.50	85.00	807.50

BALANCE DUE

\$1,657.50

NO. 37421



Ramirez Hauling, Inc

(512) 740-6996

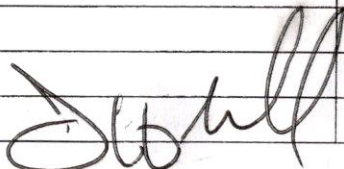
(512) 284-6514

Email: suarez.alicia@ymail.com

CUSTOMER'S ORDER NO.		Haro's Cave		DATE		8-10-23	
NAME							
Antonio #3328							
ADDRESS							
1660 + 79 Hutto							
CITY, STATE, ZIP							
to Shumaker							
SOLD BY		CASH		C.O.D.		CHARGE	
ON. ACCT.		MOSE. RETD		PAID OUT			

QUAN.	DESCRIPTION	PRICE	AMOUNT
1	7:00 Am star		
2			
3	to		
4			
5	5:00 Pm		
6			
7			
8	J# 23002		
9			
10			
11			
12			
13			
14			

10hrs

RECEIVED BY 

KEEP THIS SLIP FOR REFERENCE

SHUMAKER ENTERPRISES, INC.

PHYSICAL ADDRESS:

2900 N. FM 973

AUSTIN, TEXAS 78725

Item 999-002

460449

DUMP: 512-928-5875

MAILING ADDRESS:

2600 N. FM 973

AUSTIN, TEXAS 78725

Email: Kelsey @shumaker-ent.com

Mon - Fri: 7am - 6pm

Sat: 7am - 12pm

Sun: Closed

DATE:

8/9/23

TIME:

5:10

CUSTOMER NAME

Aaron-S

JOB ADDRESS

Perrin & Samsung Blvd

TRUCKING COMPANY

Cave Trucking

TRUCK #

3328

(Please check one)

Cash

Charge account

ALL TRUCKS \$15

☐☐

NO BELLY DUMP TRUCKS

Truck # 3328

DRIVER'S SIGNATURE

[Signature]

Land Fill Rules

Shumaker Enterprises, Inc. will accept spoils and backfill materials. Without exception the materials must be uncontaminated earthen material or inert construction rubble that is acceptable for structural backfill. This material must be free of any trash, garbage, rebar, asphalt, building material and/or brush. Any material that is unacceptable will be loaded back onto the truck and the carrier may be charged for loading fees.

383291

Invoice

PLC Trucking #6957

SOLD TO

Ramirez Hauling.

SHIP TO

ADDRESS

Fm 1660 → Hwy 79.

ADDRESS

CITY, STATE, ZIP

Hutto.

CITY, STATE, ZIP

CUSTOMER ORDER NO.

SOLD BY

TERMS

F.O.B.

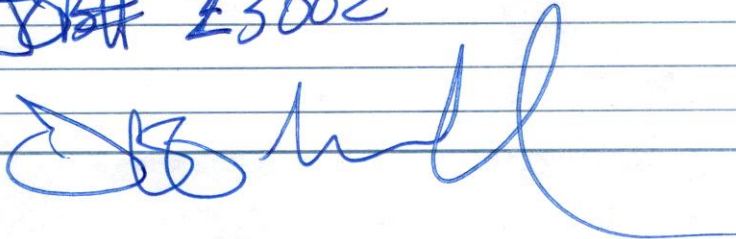
DATE

08/10/23

- WORK/Hours → Had off.

TO- Aaron's.

- 7:00 AM - 4:30 9 1/2 hrs

~~DB#~~ 23002

AGENDA ITEM REPORT

10.3.



To: City Council

Subject: Consideration and possible action regarding Resolution R-2023-330 to approve a second amendment to the Funding and Refunding Agreement between the City of Hutto and the Hutto Economic Development Corporation (HEDC) for the Spine Road Construction Project to include the release of all related design and construction documents and information pertaining to the Project from the City to the HEDC and providing for timely cure of any design defects as per the associated contracts and agreements between the City of Hutto and K Friese (Cheney Gamboa)

Meeting: Thursday, December 14, 2023

Department: Economic Development /

Staff Contact:

BACKGROUND INFORMATION:

The current contract for the design and construction services is 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. In order for the HEDC to have appropriate authority to enforce the design of the road and cure any defects in the design, an amendment to the Funding and Refunding agreement between the HEDC and City needs to be done to provide for the sharing of design documents related to the project as well as a commitment to cure upon notice from the HEDC that there is a design defect.

SUMMARY OF REQUEST:

Staff requests approval as presented.

STAFF REVIEW:

FISCAL NOTES:

No fiscal impact from sharing design drawings with EDC.

ATTACHMENTS:

1. Hutto Res Megasite Spine Road Amd Funding Design Doc Final R-2023-330
2. 2023.12.08 City-HEDC Second Amendment Funding Refunding Spine Road

AGENDA ITEM REPORT

10.3.



RESOLUTION NO. R-2023-330

A RESOLUTION OF THE CITY OF HUTTO ALLOWING AN AMENDMENT TO THE HUTTO ECONOMIC DEVELOPMENT CORPORATION, TYPE B, (“HEDC”), AND CITY OF HUTTO FUNDING AND REFUNDING AGREEMENT FOR THE CONSTRUCTION OF THE MEGASITE SPINE ROAD TO PROVIDE FOR THE EXCHANGE OF DESIGN AND CONSTRUCTION SERVICES DOCUMENTS RELATED TO THE MEGASITE SPINE ROAD TO BE PROVIDED TO THE HEDC; AUTHORIZING THE CITY MANAGER TO EXECUTE THE ASSIGNMENT; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto has entered into a design and construction services contract with K Friese & Associates for the Megasite Spine Road; and

WHEREAS, the HEDC and the City of Hutto have entered into a Funding and Refunding Agreement in support of construction of the Megasite Spine Road; and

WHEREAS, the City Council desires to amend the HEDC and City of Hutto Funding and Refunding Agreement to provide for the exchange of the design and construction services documents and to provide for a process for curing any design defects between the City of Hutto and K Friese & Associates for the Megasite Spine Road to aid in the HEDC’s construction of the Megasite Spine Road; and

WHEREAS, the City Council desires to authorize the City Manager to execute the amendment to the HEDC and City of Hutto Funding and Refunding Agreement to provide for the exchange of the design and construction services documents between the City of Hutto and K Friese & Associates for the Megasite Spine Road.

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 documents necessary for an amendment to the HEDC and City of Hutto Funding and Refunding Agreement to provide for the exchange of the design and construction services documents and to provide for a process for curing any design defects.between the City of Hutto and K Friese & Associates for the Megasite Spine Road as shown on Attachment “A” with the form of the agreement to 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 take effect immediately upon its passage.

PASSED AND ADOPTED by the City Council of the City of Hutto on this 14th day of December 2023 on votes of ___AYES; ___NAYES; ___ABSTENTIONS

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

**SECOND AMENDMENT TO THE ECONOMIC DEVELOPMENT
FUNDING AND REFUNDING AGREEMENT BETWEEN THE CITY OF
HUTTO, TEXAS AND THE HUTTO ECONOMIC DEVELOPMENT
CORPORATION TYPE B, FOR CHAPTER 380 ECONOMIC
DEVELOPMENT GRANT IN SUPPORT OF THE MEGASITE SPINE
ROAD CONSTRUCTION**

This Economic Development Grant Agreement ("Agreement") dated January 26, 2023 ("Effective Date") is hereby amended by and between the **City of Hutto**, a Texas home-rule municipality located in Williamson County (the "City"), and the **Hutto Economic Development Corporation Type B**, a Texas nonprofit corporation established pursuant to the Development Corporation Act, subtitle C1, title 12 of the Texas Local Government Code and pursuant to the Texas Non-Profit Corporations Act. (the "HEDC"). The City the HEDC may be referred to individually as "Party" and collectively as "Parties" for the purposes of this Agreement.

RECITALS

WHEREAS, the HEDC is obligated to construct certain infrastructure in connection with the economic development of Project Megasite; and

WHEREAS, the Board of Directors (the "Board") of the Corporation entered into A First Amendment to the Economic Development Funding and Refunding Agreement ("Agreement") between the City and the Corporation in Support of the Megasite Spine Road Construction approved by Resolution of the Board on June 26th, 2023; and

WHEREAS, the City has entered into a design and construction services contract with K Friese & Associates for the Megasite Spine Road; and

WHEREAS, the Board desires to amend the Agreement to include provide for the exchange of the design and construction services documents between the City and K Friese & Associates for the Megasite Spine Road; and

WHEREAS, the Board desires to amend the Agreement to provide for a process for curing any design defects in the design and construction services documents between the City of Hutto and K Friese & Associates for the Megasite Spine Road; and

NOW THEREFORE, in consideration of the foregoing and the mutual agreements, covenants, and payments authorized herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as authorized by the Laws of the State of Texas, the Parties agree as follows:

Article 5, Section 5.05 and 5.06 shall be added as follows:

5.05 Document Sharing. The City of Hutto shall provide for the exchange of the design and construction services documents between the City of Hutto and K Friese & Associates and the HEDC for the Megasite Spine Road to aid in the HEDC's construction of the Megasite Spine Road.

5.06 Timely Cure of Design Defects. After notice received from the HEDC, the City of Hutto shall use commercial best efforts to cure any design or other defects attributable to K Friese & Associates in the design and construction services documents between the City of Hutto and K Friese & Associates for the Megasite Spine Road.

All other terms and conditions of the agreement are unchanged and remain in effect. This First Amendment is executed in accordance with all other applicable terms and conditions of the original Funding and Refunding Agreement which is amended by this instrument.

Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed in this Agreement.

[SPACE LEFT INTENTIONALLY BLANK]

The HEDC approved this agreement and authorized its execution by the undersigned on December 11, 2023.

HUTTO ECONOMIC DEVELOPMENT CORPORATION, TYPE B

By: _____
Don Carlson, Board Chair

ATTEST:

By: _____
Erin Clancy, Board Secretary

The **Hutto City Council** approved this agreement and authorized its execution by the undersigned on _____, 2023.

By: _____
James Earp, City Manager

ATTEST:

By: _____
Angela Lewis, City Secretary

AGENDA ITEM REPORT

10.4.



To: City Council
Subject: Consideration and acceptance of November 2023 Monthly Financial Statement.
(Anne LaMere)
Meeting: Thursday, December 14, 2023
Department: Finance /
Staff Contact: Anne LaMere

BACKGROUND INFORMATION:

General fund activity through the first two months of the fiscal year is in line with expectations. General fund revenues are at 10.22% of the budget through November 2023, compared to 9.17% for the same time period during the previous fiscal year. Revenue collection is historically slow for the first two months of the year due to a majority of ad valorem taxes being collected in December/January and significant franchise fee receipts being received in lump sums in later months. In addition, the most significant month for sales tax collections occurs during December as a result of holiday shopping. Steady increases in sales tax revenue are also expected in the coming months with the opening of Academy in late November.

General fund expenditures are at 9.03% of the budget compared to 8.64% of the budget in the prior fiscal year. Similar to revenues, expenditures are slow in the early months of the fiscal year. This is primarily due to attrition in new positions to include Finance Director and Economic Development Director.

The most significant financial event that occurred in November was the closing of the 2023A General Obligation bonds for Fritz Park with receipt of \$11 million. The expenditures that are shown in this fund on the financial statements are related to costs of issuance.

SUMMARY OF REQUEST:

Approve as presented

STAFF REVIEW:

Staff recommends approval

FISCAL NOTES:

Fiscal Note not applicable

AGENDA ITEM REPORT

10.4.



ATTACHMENTS:

1. November 2023 Financials



MONTHLY FINANCIAL REPORT

FOR THE MONTH ENDED NOVEMBER 30, 2023

Finance Department

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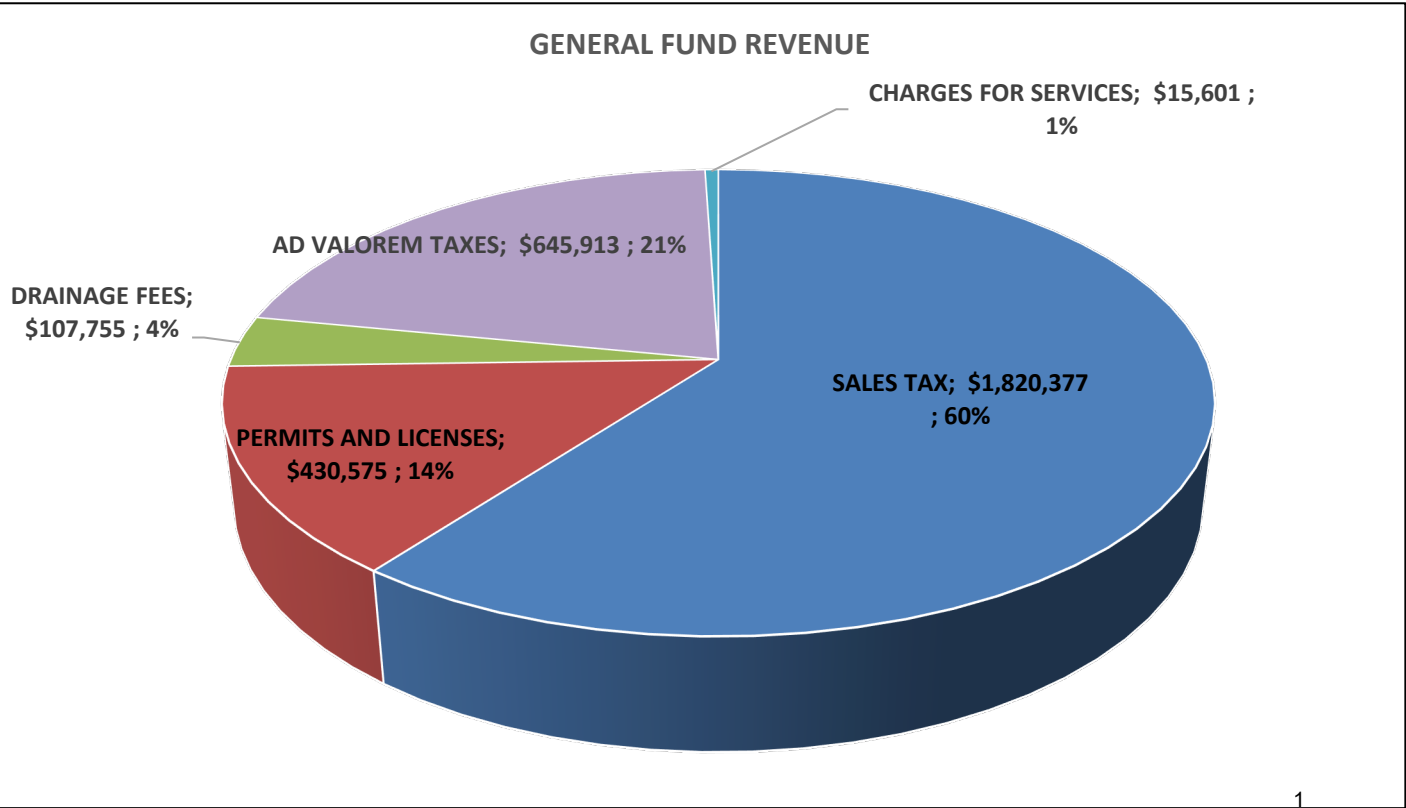
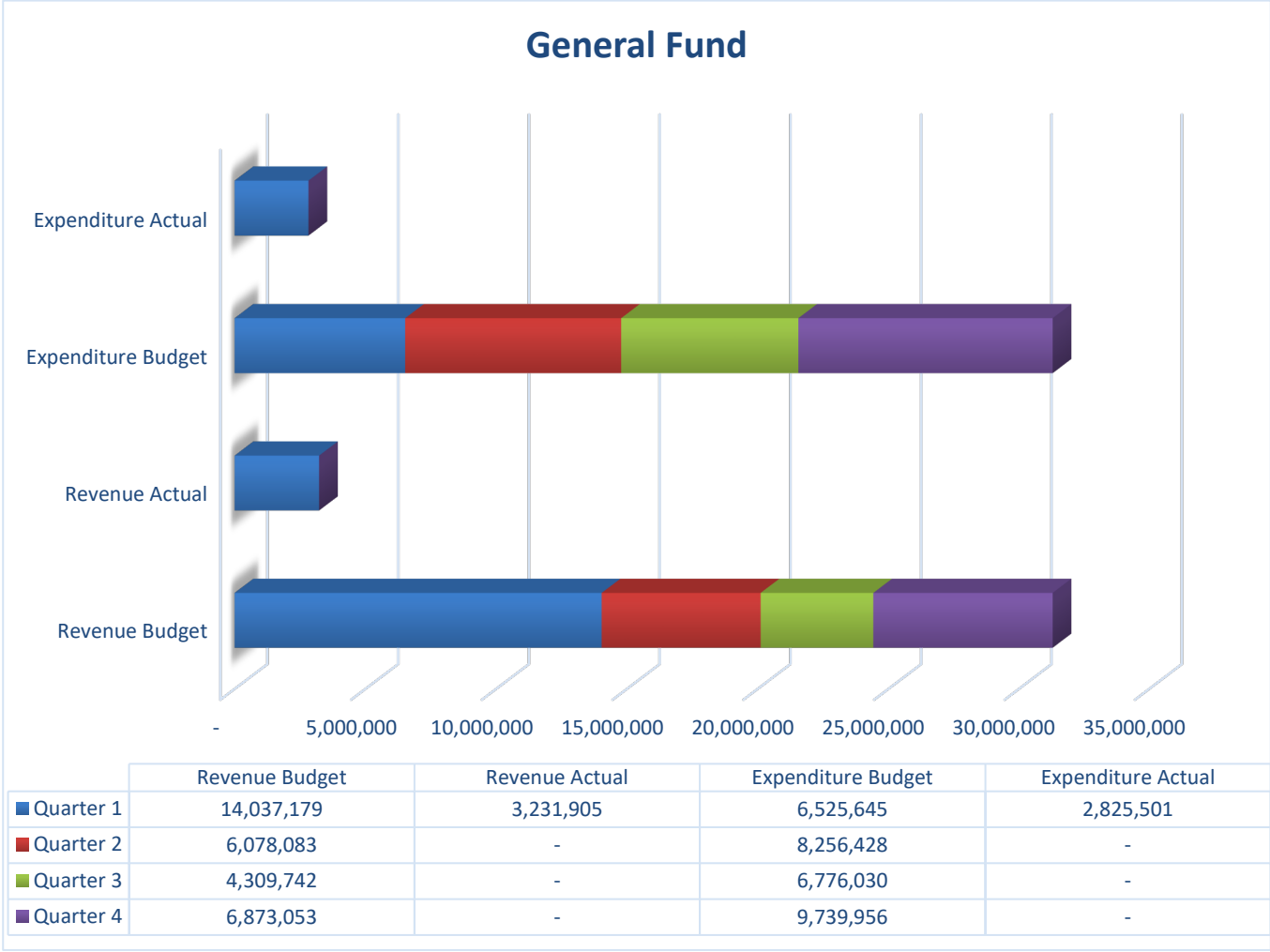
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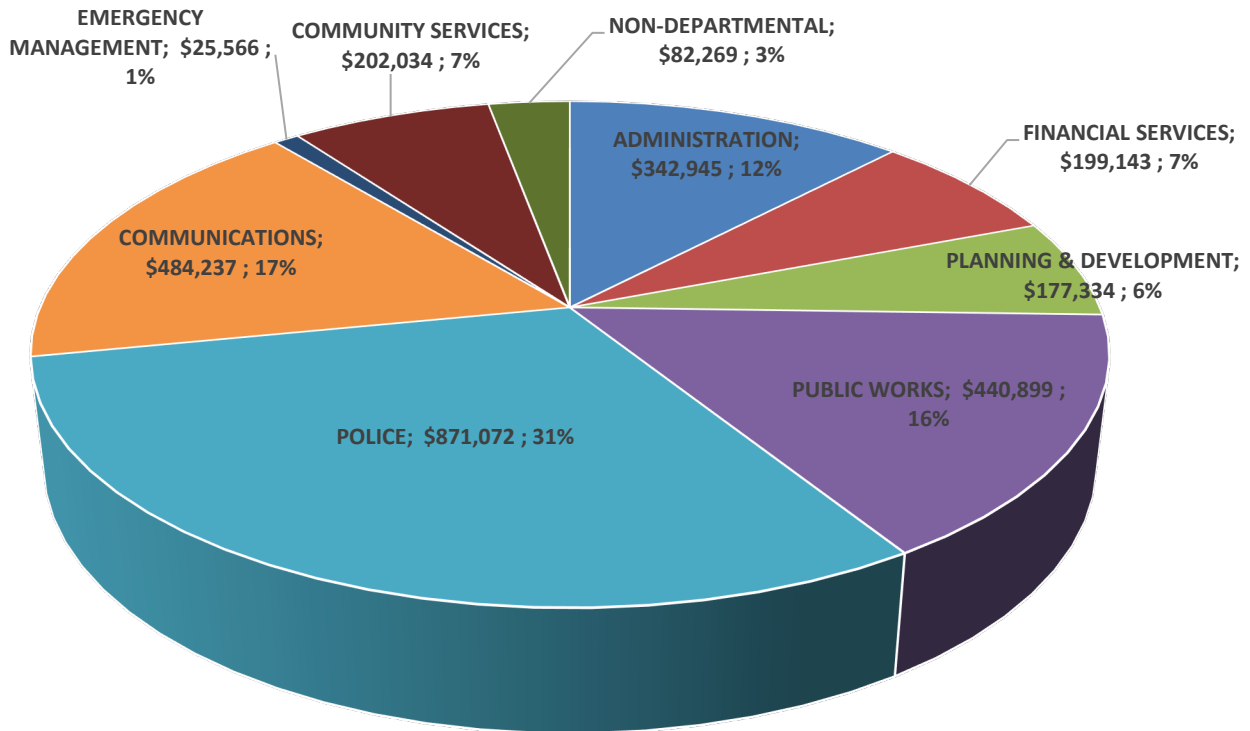
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FINANCIAL DASHBOARD FOR THE MONTH ENDING NOVEMBER 30, 2023

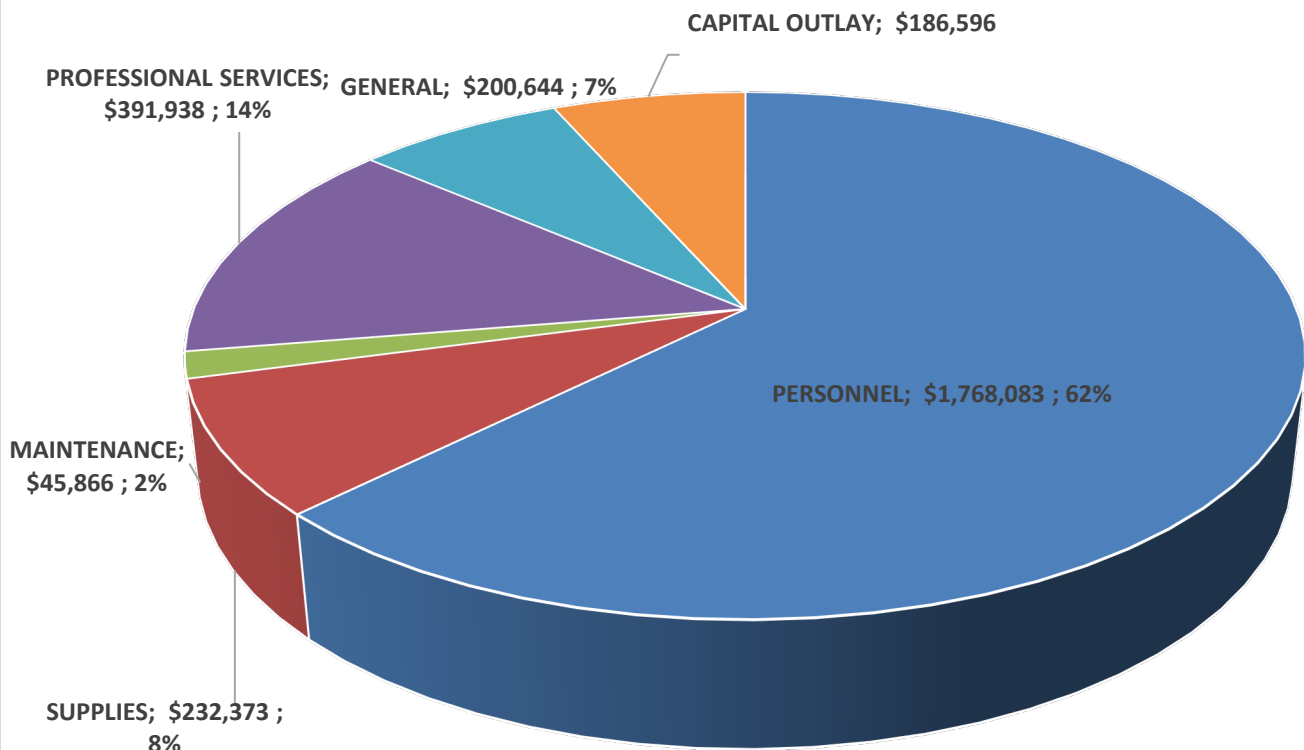


FINANCIAL DASHBOARD FOR THE MONTH ENDING NOVEMBER 30, 2023

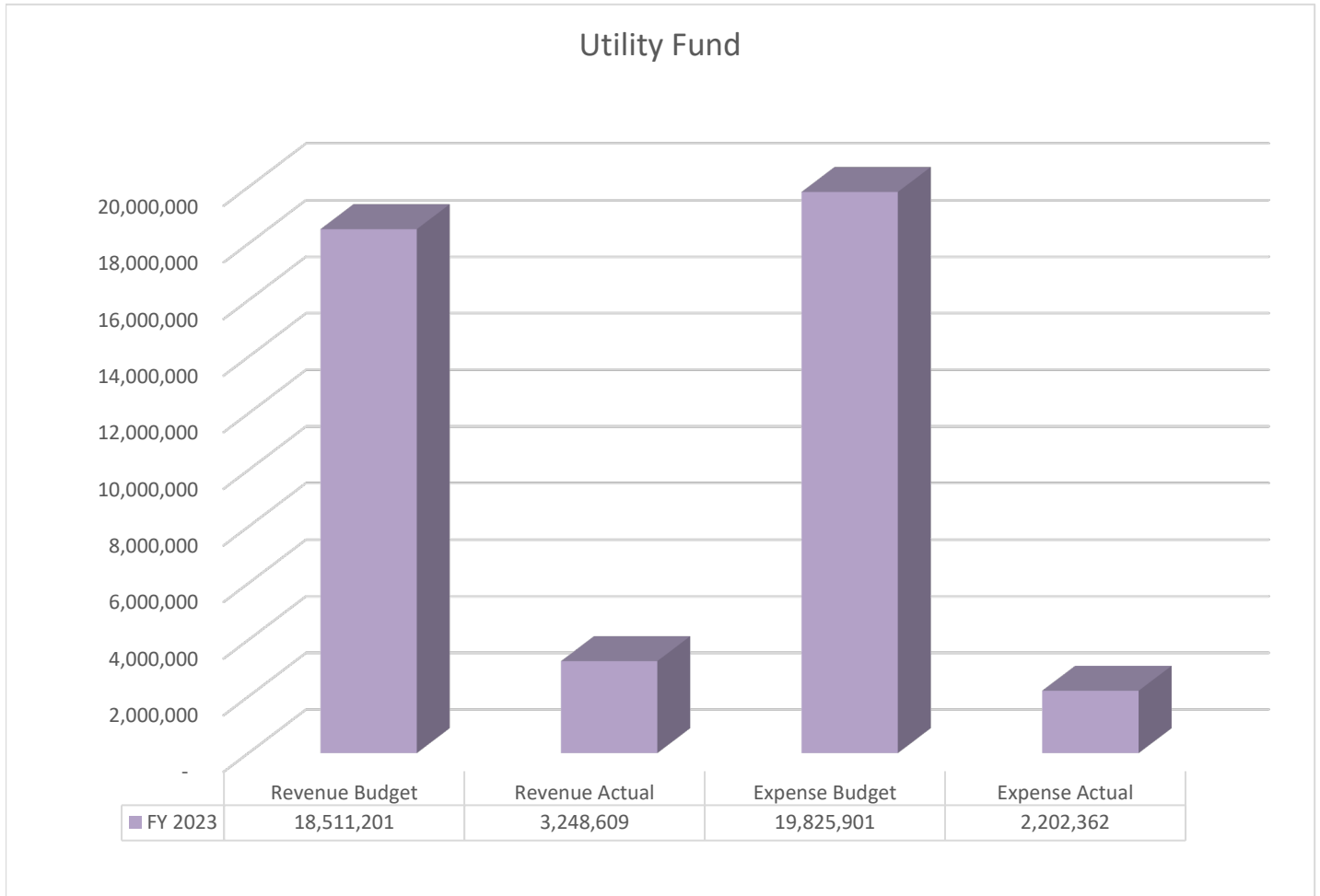
GENERAL FUND EXPENDITURES BY DEPARTMENT (YTD)



GENERAL FUND EXPENDITURES BY TYPE



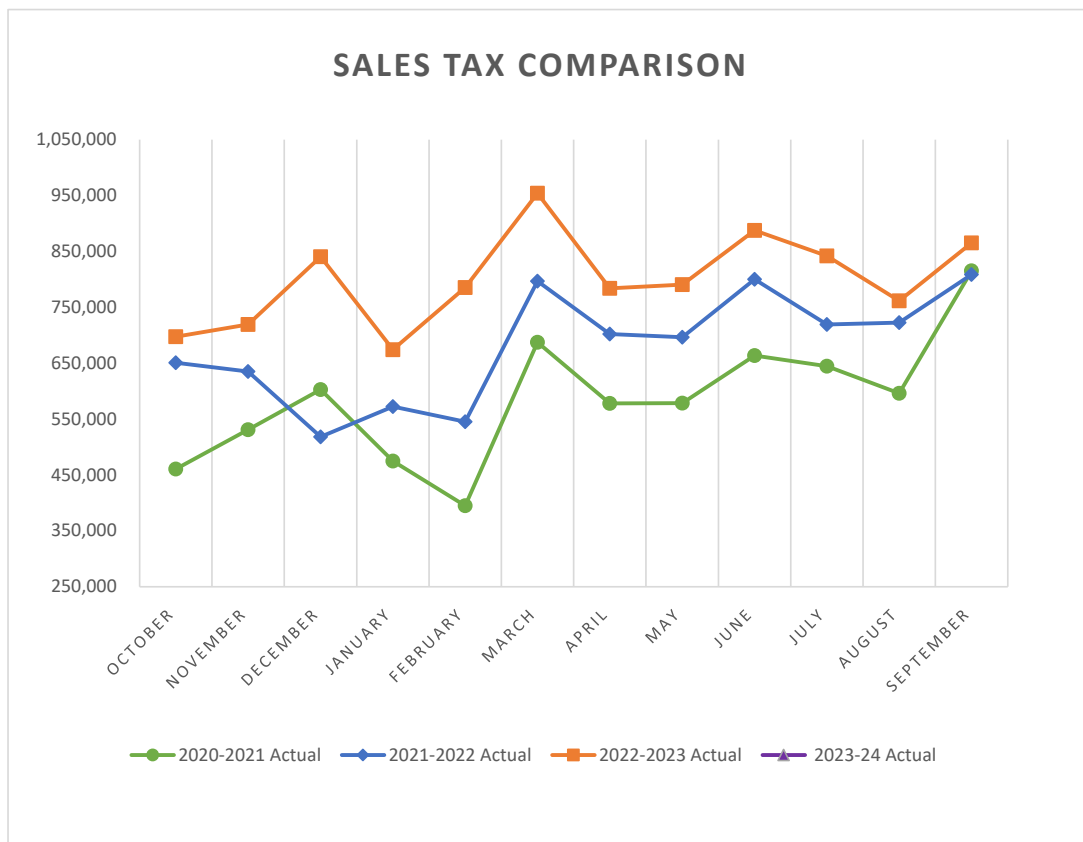
FINANCIAL DASHBOARD FOR THE MONTH ENDING NOVEMBER 30, 2023



- Utility revenues were at 17.55% of budget
- Expenses were at 11.11% of budget

CITY ONLY Monthly Sales Tax Revenue

Received Month	FY Accrual Month	2020-21	2021-22	2022-2023	2023-2024	
		Actual	Actual	Actual	Budget	Actual / (a) Estimate
December	October	460,839	650,779	697,257	855,027	938,098 (a)
January	November	531,091	635,102	719,481	882,279	882,279 (a)
February	December	602,713	518,338	840,503	1,030,685	
March	January	475,083	572,428	674,351	826,938	
April	February	395,000	545,417	785,628	963,394	
May	March	687,438	796,610	954,059	1,169,936	
June	April	578,119	702,235	784,133	961,560	
July	May	578,444	696,432	790,446	969,302	
August	June	663,684	800,353	887,548	1,088,375	
September	July	644,647	719,296	841,783	1,032,255	
October	August	596,256	722,693	761,732	934,091	
November	September	815,296	808,638	865,051	1,060,788	
% Y-T-D Change		7,028,611	8,168,321	9,601,972	11,774,630	1,820,377
Less Sales Tax Rebates from 380 Agreements					(632,002)	-
Total Sales Tax (Exclduing City Liquor)					11,142,628	1,820,377



(a) October and November were booked as estimates. October's actuals will be trued up in December (\$813,117), and November's will be trued up in January (tbd)

CITY OF HUTTO
GENERAL FUND
STATEMENT OF REVENUES
FOR THE MONTH ENDED NOVEMBER 30, 2023

REVENUES	BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
AD VALOREM TAXES (a)	\$ 11,837,099	\$ 543,970	\$ 645,913	\$ (11,191,186)	5.46%
SALES TAX	11,142,627	882,279	1,820,377	(9,322,250)	16.34%
CITY LIQUOR SALES TAX (b)	53,535	-	-	(53,535)	0.00%
FRANCHISE FEES (b)	1,445,250	4,879	4,879	(1,440,371)	0.34%
PERMITS AND LICENSES	4,159,810	284,378	430,575	(3,729,235)	10.35%
CHARGES FOR SERVICES	439,250	6,683	15,601	(423,649)	3.55%
FINES	351,700	28,740	63,893	(287,807)	18.17%
DRAINAGE FEES	871,774	53,852	107,755	(764,019)	12.36%
GRANT REVENUE	20,000	-	-	(20,000)	0.00%
OTHER REVENUES	127,000	439	34,534	(92,466)	27.19%
INTEREST	500,000	40,066	75,158	(424,842)	15.03%
SUB - TOTAL	\$ 30,948,045	\$ 1,845,286	\$ 3,198,685	\$ (27,749,360)	10.34%
TRANSFER FROM OTHER FUNDS	350,012	-	-	(350,012)	0.00%
TOTAL REVENUES	<u>\$ 31,298,057</u>	<u>\$ 1,845,286</u>	<u>\$ 3,198,685</u>	<u>\$ (28,099,372)</u>	10.22%

GENERAL FUND SUMMARY

	<u>Budget</u>
Budgeted Beginning Fund Balance 10/1/2023	9,746,146
2023 Revenue	31,298,057
2023 Operating Expenditures	29,529,371
2023 One-Time Capital Expenditures	1,768,686
Ending Fund Balance	<u>9,746,146</u>
 Budgeted Reserves at 20% Net Operating Expense	 5,905,874
 Remaining Unreserved Fund Balance	 <u><u>3,840,272</u></u>

(a) Majority of collections typically received in December and January

(b) Receipts for these line items not received until several months into the fiscal year

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED NOVEMBER 30, 2023

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
ADMINISTRATION					
PERSONNEL	\$ 976,490	\$ 68,001	\$ 104,750	\$ 871,740	10.73%
SUPPLIES	32,145	4,255	5,420	26,725	16.86%
PROFESSIONAL SERVICES	10,900	1,000	1,355	9,545	12.43%
GENERAL	57,420	596	4,953	52,467	8.63%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL ADMINISTRATION	\$ 1,076,955	\$ 73,852	\$ 116,478	\$ 960,476	10.82%
CITY COUNCIL					
PERSONNEL	\$ 74,338	\$ 5,337	\$ 8,192	\$ 66,146	11.02%
SUPPLIES	16,190	818	1,370	14,820	8.46%
PROFESSIONAL SERVICES	8,953	50	100	8,853	1.12%
GENERAL	546,187	18,481	22,510	523,677	4.12%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL CITY COUNCIL	\$ 645,668	\$ 24,686	\$ 32,172	\$ 613,496	4.98%
LEGAL					
PROFESSIONAL SERVICES	\$ 445,000	\$ 69,109	\$ 71,821	373,179	16.14%
TOTAL LEGAL	\$ 445,000	\$ 69,109	\$ 71,821	\$ 373,179	16.14%
HUMAN RESOURCES					
PERSONNEL	\$ 507,625	\$ 38,369	\$ 57,865	\$ 449,759	11.40%
SUPPLIES	47,180	11,584	12,463	34,717	26.42%
PROFESSIONAL SERVICES	119,055	15,390	27,722	91,333	23.28%
GENERAL	49,621	2,395	2,427	47,194	4.89%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL HUMAN RESOURCES	\$ 723,481	\$ 67,737	\$ 100,477	\$ 623,004	13.89%
ECONOMIC DEVELOPMENT					
PERSONNEL	\$ 415,251	\$ 10,009	\$ 14,606	\$ 400,645	3.52%
SUPPLIES	15,682	328	328	15,354	2.09%
MAINTENANCE	-	-	-	-	0.00%
PROFESSIONAL SERVICES	38,155	-	-	38,155	0.00%
GENERAL	15,540	2,422	7,064	8,476	n/a
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL ECONOMIC DEVELOPMENT	\$ 484,628	\$ 12,759	\$ 21,998	\$ 462,630	4.54%
FINANCE					
PERSONNEL	\$ 1,129,154	\$ 70,634	\$ 106,577	\$ 1,022,577	9.44%
SUPPLIES	5,500	18	18	5,482	0.34%
PROFESSIONAL SERVICES	270,066	5,970	5,970	264,096	2.21%
GENERAL	132,500	11,161	29,907	102,593	22.57%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL FINANCE	1,537,220	87,784	142,472	1,394,748	9.27%
MUNICIPAL COURT					
PERSONNEL	\$ 395,404	\$ 35,564	\$ 52,371	\$ 343,033	13.24%
SUPPLIES	7,250	111	249	7,001	3.43%
PROFESSIONAL SERVICES	29,750	100	200	29,550	0.67%
GENERAL	37,600	2,063	3,852	33,748	10.24%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL MUNICIPAL COURT	\$ 470,004	\$ 37,838	\$ 56,671	\$ 413,333	12.06%

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED NOVEMBER 30, 2023

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
PLANNING & DEVELOPMENT					
PERSONNEL	\$ 1,272,580	\$ 97,959	\$ 148,391	\$ 1,124,189	11.66%
SUPPLIES	16,950	583	683	16,267	4.03%
PROFESSIONAL SERVICES	913,900	4,201	24,877	889,023	2.72%
GENERAL	41,199	2,782	3,383	37,815	8.21%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL PLANNING & DEVELOPMENT	\$ 2,244,629	\$ 105,526	\$ 177,334	\$ 2,067,295	7.90%
ENGINEERING					
PERSONNEL	\$ 651,500	\$ 32,661	\$ 50,475	601,025	7.75%
SUPPLIES	\$ 10,386	\$ 222	\$ 222	10,164	2.14%
PROFESSIONAL SERVICES	184,150	18,844	18,844	165,306	10.23%
GENERAL	39,053	150	150	38,903	0.38%
TOTAL ENGINEERING	\$ 885,089	\$ 51,877	\$ 69,692	\$ 815,397	7.87%
CONSTRUCTION INSPECTION					
PERSONNEL	\$ 440,730	\$ 27,538	\$ 44,053	\$ 396,677	10.00%
SUPPLIES	22,980	2,381	5,116	17,864	22.26%
MAINTENANCE	1,400	-	-	1,400	0.00%
PROFESSIONAL SERVICES	51,800	4,235	4,235	47,565	8.18%
GENERAL	6,500	912	912	5,588	14.03%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL CONSTRUCTION INSPECTION	\$ 523,410	\$ 35,065	\$ 54,316	\$ 469,094	10.38%
STREETS & DRAINAGE					
PERSONNEL	\$ 1,129,960	\$ 49,980	\$ 73,950	\$ 1,056,009	6.54%
SUPPLIES	146,371	8,825	18,363	128,008	12.55%
MAINTENANCE	1,628,396	7,332	7,966	1,620,430	0.49%
PROFESSIONAL SERVICES	763,000	10,095	10,734	752,266	1.41%
GENERAL	268,785	24,695	24,792	243,993	9.22%
CAPITAL OUTLAY	1,096,825	173,313	181,086	915,739	16.51%
TOTAL STREETS & DRAINAGE	\$ 5,033,337	\$ 274,241	\$ 316,891	\$ 4,716,445	6.30%
POLICE					
PERSONNEL	\$ 6,806,048	\$ 487,790	\$ 779,484	\$ 6,026,564	11.45%
SUPPLIES	511,759	37,555	38,577	473,182	7.54%
MAINTENANCE	12,200	17	17	12,183	0.14%
PROFESSIONAL SERVICES/FEES	1,218,015	35,197	43,627	1,174,388	3.58%
GENERAL	159,550	3,480	9,368	150,183	5.87%
CAPITAL OUTLAY	199,428	-	-	199,428	0.00%
TOTAL POLICE	\$ 8,907,000	\$ 564,039	\$ 871,072	\$ 8,035,928	9.78%
CITY SECRETARY					
PERSONNEL	\$ 248,184	\$ 19,063	\$ 29,641	\$ 218,542	11.94%
SUPPLIES	1,450	122	528	922	36.39%
PROFESSIONAL SERVICES	120,500	15,767	15,767	104,733	13.08%
GENERAL	14,500	577	1,829	12,671	12.61%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL CITY SECRETARY	\$ 384,634	\$ 35,530	\$ 47,765	\$ 336,869	12.42%

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED NOVEMBER 30, 2023

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
COMMUNICATIONS					
PERSONNEL	\$ 473,218	\$ 36,456	\$ 56,669	\$ 416,549	11.98%
SUPPLIES	5,980	61	348	5,632	5.82%
PROFESSIONAL SERVICES	146,859	33,279	46,024	100,835	31.34%
GENERAL	16,885	190	288	16,597	1.70%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL COMMUNICATIONS	\$ 642,942	\$ 69,985	\$ 103,328	\$ 539,614	16.07%
LIBRARY					
PERSONNEL	\$ 489,787	\$ 25,068	\$ 38,169	\$ 451,619	7.79%
SUPPLIES	70,410	8,886	10,256	60,154	14.57%
PROFESSIONAL SERVICES	3,400	36	2,602	798	0.00%
GENERAL	15,000	460	529	14,471	3.52%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL LIBRARY	\$ 578,597	\$ 34,450	\$ 51,555	\$ 527,043	8.91%
COMMUNITY RELATIONS					
PERSONNEL	\$ 211,806	\$ 16,907	\$ 25,441	\$ 186,365	12.01%
SUPPLIES	320,360	103,570	111,975	208,385	34.95%
PROFESSIONAL SERVICES	524,450	2,776	5,777	518,673	1.10%
GENERAL	17,500	1,056	2,544	14,956	14.54%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL COMMUNITY RELATIONS	\$ 1,074,116	\$ 124,309	\$ 145,736	\$ 928,379	13.57%
INFORMATION TECHNOLOGY					
PERSONNEL	\$ 400,541	\$ 24,806	\$ 37,498	\$ 363,043	9.36%
SUPPLIES	85,474	6,605	6,605	78,869	7.73%
PROFESSIONAL SERVICES	780,120	89,385	91,750	688,370	11.76%
GENERAL	20,320	-	-	20,320	0.00%
CAPITAL OUTLAY	191,175	-	-	191,175	0.00%
TOTAL INFORMATION TECHNOLOGY	\$ 1,477,630	\$ 120,796	\$ 135,853	\$ 1,341,777	9.19%
EMERGENCY MANAGEMENT					
PERSONNEL	\$ 258,209	\$ 10,495	\$ 16,793	\$ 241,417	6.50%
SUPPLIES	20,804	3,264	3,264	17,540	15.69%
PROFESSIONAL SERVICES	23,699	-	-	23,699	0.00%
GENERAL	5,177	-	-	5,177	0.00%
CAPITAL OUTLAY	39,410	5,510	5,510	33,900	0.00%
TOTAL EMERGENCY MANAGEMENT	\$ 347,299	\$ 19,269	\$ 25,566	\$ 321,733	7.36%
PARKS & RECREATION					
PERSONNEL	\$ 1,126,131	\$ 62,789	\$ 87,345	\$ 1,038,786	7.76%
SUPPLIES	154,230	8,814	11,592	142,638	7.52%
MAINTENANCE	120,600	5,884	9,739	110,861	8.08%
PROFESSIONAL SERVICES	374,200	4,606	5,608	368,592	1.50%
GENERAL	69,999	4,294	4,892	65,107	6.99%
CAPITAL OUTLAY	8,000	-	-	8,000	0.00%
TOTAL PARKS & RECREATION	\$ 1,853,160	\$ 86,386	\$ 119,176	\$ 1,733,984	6.43%

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED NOVEMBER 30, 2023

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
FLEET MAINTENANCE					
PERSONNEL	\$ 172,505	\$ 7,826	\$ 11,717	\$ 160,788	6.79%
SUPPLIES	4,400	87	125	4,275	2.84%
MAINTENANCE	83,860	8,995	13,224	70,636	15.77%
PROFESSIONAL SERVICES	8,720	533	633	8,087	7.25%
GENERAL	2,000	-	-	2,000	0.00%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL FLEET MAINTENANCE	<u>\$ 271,485</u>	<u>\$ 17,442</u>	<u>\$ 25,699</u>	<u>\$ 245,786</u>	<u>9.47%</u>
FACILITY MAINTENANCE					
PERSONNEL	\$ 203,298	\$ 15,746	\$ 24,097	\$ 179,200	11.85%
SUPPLIES	30,140	2,764	3,031	27,109	10.06%
MAINTENANCE	497,000	12,928	14,920	482,080	3.00%
PROFESSIONAL SERVICES	129,858	13,400	13,400	116,458	10.32%
GENERAL	4,000	-	1,711	2,289	42.78%
CAPITAL OUTLAY	233,848	-	-	233,848	0.00%
TOTAL FACILITY MAINTENANCE	<u>\$ 1,098,144</u>	<u>\$ 44,838</u>	<u>\$ 57,159</u>	<u>\$ 1,040,984</u>	<u>5.21%</u>
NON-DEPARTMENTAL					
SUPPLIES	\$ 13,500	\$ 248	\$ 1,841	\$ 11,659	13.64%
MAINTENANCE	-	-	-	-	0.00%
PROFESSIONAL SERVICES	18,700	894	894	17,806	0.00%
GENERAL	561,431	40,455	79,534	481,897	14.17%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL NON-DEPARTMENTAL	<u>\$ 593,631</u>	<u>\$ 41,597</u>	<u>\$ 82,269</u>	<u>\$ 511,362</u>	<u>13.86%</u>
TOTAL EXPENDITURES	<u>31,298,058</u>	<u>\$ 1,999,115</u>	<u>\$ 2,825,501</u>	<u>\$ 28,472,557</u>	<u>9.03%</u>

CITY OF HUTTO
OTHER FUNDS
STATEMENT OF REVENUES AND EXPENDITURES
FOR THE MONTH ENDED NOVEMBER 30, 2023

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
DEBT SERVICE					
REVENUES	\$ 6,415,751	\$ 248,665	\$ 307,329	\$ (6,108,422)	4.79%
EXPENDITURES	<u>6,415,751</u>	<u>\$ -</u>	<u>\$ -</u>	<u>6,415,751</u>	0.00%
NET CHANGE	<u>\$ (0)</u>	<u>\$ 248,665</u>	<u>\$ 307,329</u>	<u>\$ 307,329</u>	
COURT FUNDS					
REVENUES	\$ 27,780	\$ 3,184	\$ 6,531	\$ (21,249)	23.51%
EXPENDITURES	<u>57,906</u>	<u>482</u>	<u>537</u>	<u>57,369</u>	0.93%
NET CHANGE	<u>\$ (30,126)</u>	<u>\$ 2,702</u>	<u>\$ 5,994</u>	<u>\$ 36,120</u>	
HOTEL TAX FUND					
REVENUES	\$ 193,000	\$ 3,215	\$ 6,036	\$ (186,964)	3.13%
EXPENDITURES	<u>355,000</u>	<u>-</u>	<u>-</u>	<u>355,000</u>	0.00%
NET CHANGE	<u>\$ (162,000.00)</u>	<u>\$ 3,215</u>	<u>\$ 6,036</u>	<u>\$ 168,036</u>	
HUTTO POLICE SEIZURE FUND					
REVENUES	\$ 6,000	\$ 137	\$ 266	\$ (5,734)	4.43%
EXPENDITURES	<u>20,000</u>	<u>-</u>	<u>-</u>	<u>20,000</u>	0.00%
NET CHANGE	<u>\$ (14,000)</u>	<u>\$ 137</u>	<u>\$ 266</u>	<u>\$ 14,266</u>	
POLICE LEOSE FUNDS					
REVENUES	\$ 2,850	\$ 54	\$ 114	\$ (2,736)	0.00%
EXPENDITURES	<u>16,000</u>	<u>3,604</u>	<u>5,846</u>	<u>10,154</u>	36.54%
NET CHANGE	<u>\$ (13,150)</u>	<u>\$ (3,550)</u>	<u>\$ (5,732)</u>	<u>\$ 7,418</u>	
PARKS IMPROVEMENTS & ACQUISITION FUND (FORMERLY PARK IMPROVEMENT FUND)					
REVENUES	\$ 715,000	\$ 103,530	\$ 117,752	\$ (597,248)	16.47%
EXPENDITURES	<u>1,752,500</u>	<u>228,730</u>	<u>228,730</u>	<u>1,523,770</u>	13.05%
NET CHANGE	<u>\$ (1,037,500)</u>	<u>\$ (125,200)</u>	<u>\$ (110,978)</u>	<u>\$ 926,522</u>	
PEG CAPITAL FUND					
REVENUES	\$ 26,105	\$ 608	\$ 1,143	\$ (24,962)	4.38%
EXPENDITURES	<u>110,832</u>	<u>-</u>	<u>-</u>	<u>110,832</u>	0.00%
NET CHANGE	<u>\$ (84,727)</u>	<u>\$ 608</u>	<u>\$ 1,143</u>	<u>\$ 85,870</u>	

CITY OF HUTTO
OTHER FUNDS
STATEMENT OF REVENUES AND EXPENDITURES
FOR THE MONTH ENDED NOVEMBER 30, 2023

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
GENERAL CAPITAL IMPROVEMENT FUND (2022 GO BONDS)					
REVENUES	\$ 19,585,931	\$ 93,801	\$ 183,616	\$ (19,402,315)	0.94%
EXPENDITURES	19,585,931	520,868	709,912	18,876,018	3.62%
NET CHANGE	\$ 0	\$ (427,068)	\$ (526,296)	\$ (526,297)	
GENERAL CAPITAL IMPROVEMENT FUND (2023 GO BONDS)					
REVENUES	\$ -	\$ 55,649	\$ 108,613	\$ 108,613	100.00%
EXPENDITURES	12,000,000	-	-	12,000,000	100.00%
NET CHANGE	\$ (12,000,000)	\$ 55,649	\$ 108,613	\$ 12,108,613	
GENERAL CAPITAL IMPROVEMENT FUND (2023A GO BONDS)					
REVENUES	\$ 11,000,000	\$ 11,163,373	\$ 11,163,373	\$ 163,373	100.00%
EXPENDITURES	11,000,000	156,852	156,852	10,843,148	100.00%
NET CHANGE	\$ -	\$ 11,006,521	\$ 11,006,521	\$ 11,006,521	
COMMUNITY BENEFIT FUND					
REVENUES	\$ 159,608	\$ 18,722	\$ 36,555	\$ (123,052)	22.90%
EXPENDITURES	1,750,000	-	-	1,750,000	0.00%
NET CHANGE	\$ (1,590,392)	\$ 18,722	\$ 36,555	\$ 1,626,948	
TRANSPORTATION IMPROVEMENT FUND					
REVENUES	\$ 2,265,000	\$ 249,183	\$ 529,671	\$ (1,735,329)	23.39%
EXPENDITURES	2,844,600	-	-	(2,844,600)	0.00%
NET CHANGE	\$ (579,600)	\$ 249,183	\$ 529,671	\$ (4,579,929)	
ARPA FUNDS					
REVENUES	\$ 10,250,000	\$ 32,066	\$ 62,307	\$ (10,187,693)	0.61%
EXPENDITURES	16,500,000	-	-	16,500,000	0.00%
NET CHANGE	\$ (6,250,000)	\$ 32,066	\$ 62,307	\$ 6,312,307	
ECONOMIC DEVELOPMENT CORPORATION (EDC)					
REVENUES	\$ 13,618,126	\$ 321,450	\$ 675,800	\$ (12,942,326)	4.96%
EXPENDITURES	4,186,930	110,573	217,172	3,969,757	5.19%
NET CHANGE	\$ 9,431,196	\$ 210,878	\$ 458,628	\$ (8,972,568)	

CITY OF HUTTO
UTILITY FUND
STATEMENT OF REVENUES & EXPENSES
FOR THE MONTH ENDED NOVEMBER 30, 2023

	BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES					
CHARGES FOR SERVICES	\$ 16,675,915	\$ 1,482,964	\$ 2,987,581	\$ (13,688,334)	17.92%
FEES	613,850	51,775	97,506	(516,343)	15.88%
OTHER REVENUES	600,000	250	313	(599,687)	0.05%
INTEREST	121,436	41,531	79,875	(41,560)	65.78%
SUB - TOTAL	\$ 18,011,201	\$ 1,576,520	\$ 3,165,276	\$ (14,845,925)	17.57%
TRANSFER FROM OTHER FUNDS	500,000	41,667	83,333.33	(416,667)	16.67%
TOTAL REVENUES	\$ 18,511,201	\$ 1,618,187	\$ 3,248,609	\$ (15,262,591)	17.55%
EXPENSES					
UTILITY BILLING					
PERSONNEL	\$ 514,086	\$ 39,141	\$ 57,760	\$ 456,326	11.24%
SUPPLIES	185,800	508	2,026	183,774	1.09%
MAINTENANCE	1,000	-	187	813	18.70%
PROFESSIONAL SERVICES	218,500	408	858	217,642	0.39%
GENERAL	549,545	40,058	81,256	468,289	14.79%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL UTILITY BILLING	\$ 1,468,931	\$ 80,115	\$ 142,088	\$ 1,326,843	9.67%
PUBLIC WORKS ADMIN					
PERSONNEL	\$ 618,168	\$ 40,666	\$ 60,623	\$ 557,545	9.81%
SUPPLIES	4,750	314	2,086	2,664	43.92%
PROFESSIONAL SERVICES	192,000	22,046	22,046	169,954	11.48%
GENERAL	22,500	303	303	22,197	1.35%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL PUBLIC WORKS ADMIN	\$ 837,418	\$ 63,329	\$ 85,059	\$ 752,359	10.16%
UTILITY OPERATIONS					
PERSONNEL	\$ 1,750,378	\$ 82,521	\$ 128,906	\$ 1,621,472	7.36%
SUPPLIES	327,936	36,480	40,993	286,943	12.50%
MAINTENANCE	1,011,250	12,783	33,120	978,130	3.28%
PROFESSIONAL SERVICES	5,967,340	192,652	502,400	5,464,940	8.42%
GENERAL	454,550	45,397	56,984	397,566	12.54%
CAPITAL OUTLAY	694,457	-	-	694,457	0.00%
TOTAL UTILITY OPERATIONS	\$ 10,205,911	\$ 369,833	\$ 762,404	\$ 9,443,508	7.47%
NON-DEPARTMENTAL					
PROFESSIONAL SERVICES	\$ 90,000	\$ 9,136	\$ 9,136	\$ 80,864	10.15%
GENERAL	104,385	9,066	17,133	87,252	16.41%
TRANSFERS TO OTHER FUNDS	7,119,256	593,271	1,186,543	5,932,714	16.67%
TOTAL NON-DEPARTMENTAL	\$ 7,313,641	\$ 611,474	\$ 1,212,812	\$ 6,100,829	16.58%
TOTAL EXPENSES	\$ 19,825,901	\$ 1,124,751	\$ 2,202,362	\$ 17,623,539	11.11%
NET CHANGE IN FUND BALANCE	\$ (1,314,701)	\$ 493,436	\$ 1,046,247		

CITY OF HUTTO
UTILITY FUNDS
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH ENDED NOVEMBER 30, 2023

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
UTILITY DEBT SERVICE					
REVENUES	\$ 10,733,969	909,898	1,814,904	\$ (8,919,065)	16.91%
EXPENSES	6,967,747	563,925	1,146,647	5,821,100	16.46%
NET CHANGE	<u>\$ 3,766,222</u>	<u>\$ 345,974</u>	<u>\$ 668,257</u>	<u>\$ (14,740,164)</u>	
UTILITY IMPACT FEES FUND					
REVENUES	\$ 9,900,000	\$ 533,876	\$ 1,129,948	\$ (8,770,052)	11.41%
EXPENSES	3,585,090	290,424	580,848	3,004,242	16.20%
NET CHANGE	<u>\$ 6,314,910</u>	<u>\$ 243,452</u>	<u>\$ 549,099</u>	<u>\$ (11,774,294)</u>	
UTILITY CIP FUND					
REVENUES	\$ 34,668,257	\$ 183,114	\$ 366,907	\$ (34,301,351)	1.06%
EXPENSES	39,146,769	3,128,860	3,569,738	35,577,031	9.12%
NET CHANGE	<u>\$ (4,478,512)</u>	<u>\$ (2,945,746)</u>	<u>\$ (3,202,832)</u>	<u>\$ (69,878,382)</u>	
SOLID WASTE FUND (a)					
REVENUES	\$ 3,043,745	\$ 229,937	\$ 445,540	\$ (2,598,205)	14.64%
EXPENSES	3,043,745	199,683	199,683	2,844,062	6.56%
	<u>\$ (0.05)</u>	<u>\$ 30,254</u>	<u>\$ 245,856</u>	<u>\$ (5,442,267)</u>	



City of Hutto, TX

Balance Sheet

Account Summary

As Of 11/30/2023

Account	Name	Balance
Fund: 76 - Cottonwood Development Corp (Sports Health)		
Assets		
76-1000	Claim on Cash	-3,271,453.92
76-1107	Land Held for Investment	0.00
76-1207	Escrowed funds	0.00
76-1208	Escrowed Cash Allowance	0.00
76-1231	Accounts Receivable	0.00
76-1251	Interest Receivable	0.00
76-1310	Due From Fund General Fund	0.00
Total Assets:		-3,271,453.92
		-3,271,453.92
Liability		
76-2000	Accounts Payable Pending	0.00
76-2001	Accrued Accounts Payable	0.00
76-2010	Principal Owed	0.00
76-2011	Accrued Interest Payable	0.00
76-2310	Due To Fund 10	0.00
Total Liability:		0.00
Equity		
76-3001	Fund Balance	-3,271,453.92
Total Beginning Equity:		-3,271,453.92
Total Revenue		0.00
Total Expense		0.00
Revenues Over/Under Expenses		0.00
Total Equity and Current Surplus (Deficit):		-3,271,453.92
Total Liabilities, Equity and Current Surplus (Deficit):		-3,271,453.92



City of Hutto, TX

Income Statement Account Summary

For Fiscal: 2023-2024 Period Ending: 11/30/2023

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 76 - Cottonwood Development Corp (Sports Health)						
Expense						
76-100-000-6401	Attorney Svcs	500,000.00	500,000.00	0.00	0.00	500,000.00
Expense Total:		500,000.00	500,000.00	0.00	0.00	500,000.00
Fund: 76 - Cottonwood Development Corp (Sports Health) Total:		500,000.00	500,000.00	0.00	0.00	
Total Surplus (Deficit):		-500,000.00	-500,000.00	0.00	0.00	

City of Hutto
Breakdown of Development Services Revenue
FY 2024

GL Account	Description	Oct 23	Nov 23	Total	Budget	% of Budget Collected
10-5101	Planning/Zoning Fees	10,001	18,025	28,026	200,000	14.0%
10-5102	Engineering/ROW Fees	5,308	15,900	21,208	1,207,500	1.8%
10-5121	Building Permit Fees	113,112	184,090	297,202	2,000,000	14.9%
10-5122	Building Inspection Fees	15,680	61,195	76,875	605,000	12.7%
10-5123	Site Plan Review Fees	682	1,528	2,210	115,000	1.9%
10-5132	Technology Fee	1,414	3,490	4,904	30,000	16.3%
40-5103	Parkland Dedication Fee	0	88,000	88,000	700,000	12.6%
42-5106	Traffic Impact Fee	262,087	229,091	491,178	2,250,000	21.8%
50-5113	Water Connection Fee	8,250	10,300	18,550	230,000	8.1%
50-5114	WW Connection Fee	3,900	4,500	8,400	120,300	7.0%
52-2005	Water/WW Impact Fee-Hutto Crossing PUD	0	0	0	-	n/a
52-5111	Water Impact Fee	199,008	159,398	358,406	6,500,000	5.5%
52-5112	WW Impact Fee	279,534	249,914	529,448	3,400,000	15.6%
		898,976	1,025,431	1,924,407	17,357,800	11.1%



FY 2024 BUDGET TRANSFERS YTD

Month of Occurrence		Account	Current Budget	Approved Transfer	Revised Budget	Notes
November	Water Lease Payments	50-040-058-6454	185,000.00	26,000.00	211,000.00	To adjust the water lease payment budget for HOT
November	Water Reservation	50-040-058-6458	2,157,940.00	(26,000.00)	2,131,940.00	well payment estimates

Note: Transfers within a department can be approved by the City Manager and reported to Council. Reports occur monthly as a part of Monthly Financial Statements

Approved Purchase Orders > \$50,000

	Number	Issue Date	Vendor Name	Description	Account Number	Amount	Encumbrance	Amount Spent to Date	Remaining PO Amount	Budget Amount	Remaing Budget	Status
City Council	24-0057	11/07/2023	LJA Engineering Inc.	Downtown Elevated Storage Tank	58-040-058-6706	50,877.00	50,877.00	-	50,877.00	1,300,000	1,249,123	PO Issued
City Council	24-0028	11/03/2023	UNITY CONTRACTOR SERVICES, INC	6 month mowing contract	10-090-039-6405	59,236.26	59,236.26	-	59,236.26	266,250	207,014	PO Issued
Blanket	24-0059	10/30/2023	SHI-Government Solutions	Microsoft EA Licensing (DIR Pricing)	10-060-030-6412	62,845.05	39,059.20	23,785.85	39,059.20	369,713	147,123	PO Issued
City Council	24-0041	11/07/2023	Clark Condon	IPO Trails Master Plan Project	40-060-032-6681	65,000.00	65,000.00	-	65,000.00	1,752,500	1,122,129	PO Issued
City Council	24-0054	11/15/2023	Rileighs Outdoor, LLC	Christmas Tree	10-060-025-6204	65,465.00	1,195.00	64,270.00	1,195.00	317,000	190,582	PO Issued
Blanket	24-0087	11/16/2023	Brenntag Southwest Inc.	Aquamine Chemicals	50-040-058-6232	70,000.00	51,862.57	18,137.43	51,862.57	200,000	33,150	PO Issued
City Council	24-0032	11/07/2023	Cobb Fendley & Associates Inc.	CR 199 Reconstruction Project	41-040-060-6708	86,108.00	86,108.00	-	86,108.00	1,750,000	365,859	PO Issued
Blanket	24-0071	11/16/2023	HAWKINS INC	Chemical Company	50-040-058-6232	90,000.00	83,154.15	6,845.85	83,154.15	200,000	33,150	PO Issued
City Council	24-0040	10/24/2023	C.C Carlton Industries Ltd	Change order Shiloh/Noack Pump Station Improve	57-040-058-6678	95,887.65	95,887.65	-	95,887.65	5,500,000	5,404,112	PO Issued
City Council	24-0096	11/13/2023	Surveying And Mapping, LLC	Survey services on CR 199 Reconstruction	41-040-060-6708	99,886.50	99,886.50	-	99,886.50	1,750,000	365,859	PO Issued
Blanket	24-0066	11/14/2023	Verizon Wireless	Verizon Wireless Services	10-060-030-6412	103,600.00	103,600.00	-	103,600.00	261,600	96,986	PO Issued
City Council	24-0068	11/13/2023	Johnson, Mirmiran & Thompson, Inc	IPO Innovation@Limmer Loop Project Traffic Signal	42-040-060-6709	123,850.58	123,850.58	-	123,850.58	2,553,100	2,429,249	PO Issued
City Council	24-0056	11/07/2023	Clark Condon	IPO Pickleball courts	40-060-032-6681	125,000.00	125,000.00	-	125,000.00	1,752,500	1,122,129	PO Issued
City Council	24-0060	10/24/2023	Kimley-Horn and Associates Inc	Water /Wastewater Impact Fees Project	50-040-001-6404	132,000.00	132,000.00	-	132,000.00	152,000	20,000	PO Issued
City Council	24-0065	11/13/2023	WSB LLC	Legends of Hutto Drainage Ditches Project	10-040-060-6650	134,000.00	134,000.00	-	134,000.00	171,875	37,875	PO Issued
City Council	24-0083	11/07/2023	Cobb Fendley & Associates Inc.	Exchange Blvd Survey and Utility Eng.	12-040-060-6721	134,038.00	134,038.00	-	134,038.00	1,100,000	69,990	PO Issued
City Council	24-0055	11/07/2023	Clark Condon	IPO Parks Master Plan Project	40-060-032-6681	144,950.00	144,950.00	-	144,950.00	1,752,500	1,122,129	PO Issued
City Council	24-0022	10/19/2023	UNITY CONTRACTOR SERVICES, INC	Unity 6 Month contract	10-040-060-6403	146,865.00	146,865.00	-	146,865.00	480,000	331,135	PO Issued
Blanket	24-0016	10/26/2023	Motorola Solutions Inc.	Purchase of distributed antenna system	10-090-051-6301	174,509.00	174,509.00	-	174,509.00	497,000	264,586	PO Issued
City Council	24-0085	11/07/2023	Freese and Nichols, Inc.	IPO Mobility Master Plan update	42-040-023-6405	180,000.00	180,000.00	-	180,000.00	291,500	111,500	PO Issued
City Council	24-0070	10/24/2023	K Friese & Associates	Drainage Master Plan update	10-040-060-6405	250,000.00	250,000.00	-	250,000.00	250,000	-	PO Issued
City Council	24-0029	10/30/2023	Houston Freightliner, Inc.	Purchase of Asphalt Patch Truck	10-040-060-6603	280,201.25	280,201.25	-	280,201.25	674,950	89,711	PO Issued
City Council	24-0078	11/20/2023	Texan Waste Equipment Inc.	Street Sweeper	10-040-060-6603	305,700.00	305,700.00	-	305,700.00	674,950	89,711	PO Issued
Blanket	24-0015	10/20/2023	City of Taylor	Taylor Water	50-040-058-6451	540,000.00	492,929.50	47,070.50	492,929.50	540,000	-	PO Issued
Blanket	24-0017	10/20/2023	Manville Water Supply Corp.	Manville Water	50-040-058-6452	600,000.00	533,010.18	66,989.82	533,010.18	600,000	-	PO Issued
City Council	24-0067	11/07/2023	Freese and Nichols, Inc.	IPO CR 199 Reconstruction Project	41-040-058-6708	831,016.00	831,016.00	-	831,016.00	1,750,000	365,859	PO Issued
City Council	24-0058	11/07/2023	K Friese & Associates	IPO Exchange BLVD	12-040-060-6721	877,032.06	877,032.06	-	877,032.06	1,100,000	69,990	PO Issued
City Council	24-0026	11/01/2023	Archer Western Construction	CMAR Procurement	58-040-058-6676	1,175,133.00	812,167.00	362,966.00	812,167.00	90,000,000	88,824,867	PO Issued
Blanket	24-0082	11/07/2023	Al Clawson Inc.	Solid Waste Residential	70-080-010-6461	2,543,745.00	2,143,858.40	399,886.60	2,143,858.40	2,543,745	-	PO Issued

Authorized and Unissued General Obligation Debt

Purpose	Date Authorized	Amount Authorized	Amount Issued	In Progress	Remaining Unissued
Sewer	3/18/1972	25,000	12,000		13,000
Road	11/6/2018	70,000,000	53,500,000		16,500,000
Public Safety Communication System	11/6/2018	5,000,000	-		5,000,000
Parks and Recreation	11/6/2018	50,000,000	19,660,000		30,340,000
Total		125,025,000	73,172,000	-	51,853,000

Schedule provided pursuant to the City's fiscal and budgetary policy adopted in September of 2023

Capital Improvement Plan Summary



	PRIOR YEARS	FY 2024	FY 2025	FY 2026	FUTURE	Total
Transportation and Drainage	\$16,806,079	\$34,257,082	\$10,041,250	\$1,924,875	\$82,760,536	\$128,983,743
Parks and Recreation	\$4,539,500	\$282,715	\$0	\$0	\$0	\$282,715
Facilities	\$0	\$1,025,000	\$0	\$0	\$72,150,000	\$73,175,000

	PRIOR YEARS	FY 2024	FY 2025	FY 2026	FUTURE	Total
Wastewater	\$2,853,960	\$145,514,405	\$127,767,464	\$16,229,400	\$6,564,750	\$296,076,019
<u>Water</u>	<u>\$9,204,947</u>	<u>\$59,173,520</u>	<u>\$20,394,340</u>	<u>\$17,801,715</u>	<u>\$5,063,260</u>	<u>\$102,432,835</u>
Total Utility	\$12,058,907	\$204,687,925	\$148,161,804	\$34,031,115	\$11,628,010	\$398,508,854

Funding Sources:

Water Wastewater Fund 55 Remaining 2019 Certificates of Obligation Bonds	\$5,000,000
ARPA Funds	\$6,500,000
County ARPA Funds	\$10,000,000
Water Wastewater 2022 Certificates of Obligation Bonds	\$51,608,293
Street 2022 General Obligation Bonds	\$22,520,440
2023 General Obligation Bonds (E/W Spine Road)	12,000,000
2023A General Obligation Bonds (Fritz Park)	11,000,000
Total	<u>\$118,628,733</u>

Transportation & Drainage Financials as of 11/30/23



Hutto Project #	ACCOUNT	Project	Prior Years	FY2024 BUDGET	PO AMOUNT	FY 2024 ACTUAL EXP YTD	FY 2024 BUDGET REMAINING	Remaining Encumbrances	FY 2025	FY 2026	FUTURE	Total Estimated Project Cost
T1	12-040-060-6659	FM 1660 North at US 79	13,062,345	\$0	-	-	-	-	\$0	\$0	\$0	\$0
T2	12-040-060-6569	FM 1660 at Limmer Loop		\$7,567,797	47,424	-	7,520,373	47,424	\$0	\$0	\$0	\$7,567,797
T3	12-040-060-6662	FM 1660 South at US 79		\$3,181,600	-	-	3,181,600	-	\$0	\$0	\$977,000	\$4,158,600
T5	12-040-060-6652	CR 137 from FM 1660 to Brushy Creek	391,528	\$500,000	-	-	500,000	-	\$0	\$0	\$19,346,681	\$19,846,681
T6	41-040-060-6708	Lakeside Estates Sidewalks	722,484	\$250,000	128,184	-	121,816	128,184	\$0	\$0	\$2,439,526	\$3,412,010
T7	12-040-060-6653	CR 132 Overpass at US 79	1,430,446	\$3,885,810	-	-	3,885,810	-	\$0	\$0	\$47,334,318	\$52,650,574
T7	12-040-060-6650	Megasite East - West Arterial	623,707	\$12,000,000	-	-	12,000,000	-		\$0	\$615,568	\$13,239,275
T8	12-040-060-6651	Megasite North - South Arterial	-	\$0	-	-	-	-	\$0	\$0	\$0	\$0
T9	10-040-060-6650	Live Oak Street Pavement Reconstruction	550,910	\$0	-	-	-	-	\$0	\$0	\$5,350,000	\$5,350,000
T10	12-040-060-6658	Ed Schmidt - Safety and Operational Improvements	24,659	\$650,000	-	-	650,000	-	\$0	\$0	\$1,050,000	\$1,700,000
T11	12-040-060-6657	Traffic Signal - Innovation at Limmer Loop	-	\$2,200,000	-	-	2,200,000	-	\$0	\$0	\$0	\$2,200,000
D01	12-040-060-6656	Legends of Hutto Drainage Channel Improvements	-	\$171,875	134,000	-	37,875	134,000	\$156,250	\$909,375	\$0	\$1,237,500
T14	12-040-060-6720	Exchange Blvd and Limmer Loop	-	\$1,100,000	283,626	-	816,374	283,626	\$0	\$0	\$0	\$1,100,000
T15	12-040-060-6721	Exchange Blvd Reconstruction	-	\$1,100,000		-	1,100,000	1,029,972	\$3,300,000	\$0	\$0	\$4,400,000
T19	41-040-060-6708	CR 199 Reconstruction	-	\$1,100,000	1,037,642	-	62,359	1,037,642	\$5,720,000	\$0	\$0	\$6,820,000
T20	Unfunded	FM 3349 Overpass Aesthetic Upgrades		\$0	-	-	-	-	\$260,000	\$0	\$0	\$260,000
T01	41-040-060-6708	Sidewalk Maintenance		\$550,000	-	-	550,000	-	\$0	\$0	\$2,250,000	\$2,800,000
	Unfunded	Street Maintenance Plan		\$0	-	-	-	-	\$605,000	\$665,500	\$3,397,443	\$4,667,943
		Priority Transportation & Drainage Projects Subtotals:	16,806,079	\$34,257,082	\$1,630,876	\$0	\$32,626,207	\$2,660,848	\$10,041,250	\$1,924,875	\$82,760,536	\$128,983,743

Parks and Recreation Financials as of 11/30/23



Hutto Project #	FUNDING	Project	Prior Years	FY2024 BUDGET	PO AMOUNT	FY 2024 ACTUAL EXP YTD	FY 2024 BUDGET REMAINING	Remaining Encumbrances	FY 2025	FY 2026	FUTURE	Total Est. Project Costs
P02-2023	2023A GO Bonds	Fritz Park Improvements	-	3,000,000.00	33,000.00	-	\$2,967,000	33,000.00	-	-	-	\$3,000,000
P04-2024	Park Improvement Fund	Field Lighting	-	275,000.00	-	-	\$275,000	-	-	-	-	\$275,000
P05-2024	Park Improvement Fund	Trail Lighting	-	275,000.00	-	-	\$275,000	-	-	-	-	\$275,000
P06-2024	Park Improvement Fund	Veteran's Memorial	-	125,000.00	-	-	\$125,000	-	-	-	-	\$125,000
P08-2024	Park Improvement Fund	Trail Expansion from Cross Creek to Creekside	-	60,000.00	30,000.00	-	\$30,000	30,000.00	-	-	-	\$60,000
P09-2024	Park Improvement Fund	Trail Extension at Adam Orgain Park	-	75,000.00	21,000.00	-	\$54,000	21,000.00	-	-	-	\$75,000
P10-2024	Park Improvement Fund	Hutto Lake Park Dock Replacement	-	50,000.00	-	-	\$50,000	-	-	-	-	\$50,000
P11-2024	Park Improvement Fund	Replace Fencing at Fritz Tennis Courts	-	45,000.00	37,477.00	7,523.00	\$7,523	37,477.00	-	-	-	\$45,000
P12-2024	Park Improvement Fund	Security Cameras at multiple parks	-	40,000.00	6,238.00	-	\$33,762	6,238.00	-	-	-	\$40,000
P13-2024	Park Improvement Fund	ZapStand (AED) at Mager Fields	-	22,500.00	-	-	\$22,500	-	-	-	-	\$22,500
P14-2024		Utility Vehicle with boom lift	-	67,000.00	-	-	\$67,000	-	-	-	-	\$67,000
P16-2024	Park Improvement Fund	Brushy Creek Amphitheater Improvements	-	175,000.00	30,000.00	-	\$145,000	30,000.00	-	-	-	\$175,000
P18-2024	Park Improvement Fund	Pickleball Courts	-	165,000.00	125,000.00	-	\$40,000	125,000.00	-	-	-	\$165,000
P19-2024	Park Improvement Fund	Adam Orgain Restroom	-	165,000.00	-	-	\$165,000	-	-	-	-	\$165,000
Priority Parks and Rec Projects Subtotals:			-	4,539,500.00	282,715.00	7,523.00	4,256,785.00	282,715.00	-	-	-	4,539,500.00

Facilities Financials as of 11/30/23



Hutto Project #	FUNDING	Project	Prior Years	FY2024 BUDGET	PO AMOUNT	FY 2024 ACTUAL EXP YTD	FY 2024 BUDGET REMAINING	Remaining Encumbrances	FY 2025	FY 2026	FUTURE	Total Est. Project Costs
F01		New Public Works Facility	-	725,000	-	-	-	-	-	-	19,450,000	20,175,000
F02		Police Station/Justice Center	-	300,000							52,700,000	53,000,000
		Priority Facilities Projects Subtotals:	-	1,025,000	-	-	-	-	-	-	72,150,000	73,175,000

Wastewater Projects Financials as of 11/30/23



Hutto Project #	FUNDING		Project	Prior Years	FY2024 BUDGET	PO AMOUNT	FY 2024 ACTUAL EXP YTD	FY 2024 BUDGET REMAINING	Remaining Encumbrances	FY 2025	FY 2026	FUTURE	Total Est. Project Costs
WW01	2022 CO	57-040-058-6667	Glenwood LS Decommissioning, Construct 33" Interceptor, and Two New WWTP Lift Stations	4,700	\$7,031,618	\$196,320	\$223,448	\$6,835,298	\$196,320	\$7,031,618	\$0	\$0	\$14,063,236
WW02	2022 CO	57-040-058-6668	South WWTP Capacity Rerate Study	46,865	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WW03	2022 CO	57-040-058-6669	South WWTP UV System Upgrade	162,657	\$612,414	\$0	\$0	\$612,414	\$0	\$612,414	\$0	\$355,172	\$1,580,000
WW04	2022 CO	57-040-058-6670	South WWTP Expansion from 2.3 to 6 MGD, PER, 30% Design	1,369,894	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WW05	2022 CO	57-040-058-6675	South WWTP Final Design and Bidding for expansion to 6 MGD		\$9,410,749	\$0	\$0	\$9,410,749	\$0	\$0	\$0	\$0	\$9,410,749
WW07	2022 CO	57-040-058-6672	Megasite Wastewater Lines	905,130	\$8,715,853	\$0	\$0	\$8,715,853	\$0	\$3,497,421	\$0	\$0	\$12,213,274
WW08	2022 CO	57-040-058-6673	MEGASITE West: South Cottonwood Creek Interceptor Ph 2	-	\$318,528	\$0	\$0	\$318,528	\$0	\$0	\$1,592,640	\$0	\$1,911,168
WW10	2022 CO	57-040-058-6674	Brushy Creek Interceptor Phase III (Cost Participation)	-	\$327,352	\$0	\$0	\$327,352	\$0	\$600,079	\$1,636,760	\$1,636,760	\$4,200,951
WW11	2022 CO	57-040-058-6697	Southeast Loop Wastewater Interceptor	182,357	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WW06	2023 CO	58-040-058-6676	South WWTP Construction of 6 MGD expansion	-	\$90,000,000	\$1,175,133	\$362,966	\$88,824,867	\$812,167	\$90,000,000	\$0	\$0	\$180,000,000
WW14	2023 CO	58-040-058-6704	SE Loop Forcemain Relocation	-	\$175,680	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175,680
WW07	2023 CO	58-040-058-6711	Megasite Wastewater Lines	-	\$0	\$0	\$0	\$0	\$0	\$8,715,853	\$0	\$0	\$8,715,853
WW09	2023 CO	58-040-058-6712	Brushy Creek Interceptor Phase III (Cost Participation)	-	\$5,161,317	\$0	\$0	\$0	\$0	\$600,079	\$0	\$0	\$5,761,396
WW10	2023 CO	58-040-058-6713	Southeast Loop Wastewater Interceptor	182,357	\$23,760,894	\$0	\$0	\$23,760,894	\$0	\$13,000,000	\$13,000,000	\$4,572,818	\$54,333,712
	2023 CO	58-040-058-6714	Megasite East-West Spine Road W, WW 7 Detention	-	\$0	\$0	\$0	\$0	\$0	\$3,710,000	\$0	\$0	\$3,710,000
Priority Wastewater Projects Subtotals:				2,853,960	\$145,514,405	\$1,371,453	\$586,414	\$138,805,955	\$1,008,487	\$127,767,464	\$16,229,400	\$6,564,750	\$296,076,019

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AGENDA ITEM REPORT

10.5.



To: City Council
Subject: Consideration and Possible action relating to Resolution No. R- 2023-339 approving the First Amendment to the Contract for the Wholesale Delivery and Sale Of Potable Water Effective September 12, 2023, between City of Hutto and Recharge Water, L.P. to provide additional time to secure financing (City Manager James Earp)
Meeting: Thursday, December 14, 2023
Department: City Manager /
Staff Contact: James Earp

BACKGROUND INFORMATION:

The First Amendment to the Contract for the Wholesale Delivery and Sale Of Potable Water Effective September 12, 2023, Between City of Hutto and Recharge Water, L.P. to provide additional time to secure financing to February 9, 2024. All other provisions of the contract remain the same.

SUMMARY OF REQUEST:

Approval of resolution as presented

STAFF REVIEW:

Staff recommends approval

FISCAL NOTES:

There is no fiscal impact from allowing extra time to secure financing. Finance is supportive of this action.

ATTACHMENTS:

1. Hutto Res Recharge 1st Amendment R-2023-339

RESOLUTION NO. R-2023-339

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE GROUND CONTRACT FOR THE WHOLESALE DELIVERY AND SALE OF POTABLE WATER INCLUDING GROUNDWATER RESERVATION PROVISIONS BY AND BETWEEN RECHARGE WATER, L.P., A TEXAS LIMITED PARTNERSHIP, AND THE CITY OF HUTTO, TEXAS, PROVIDING PROPER NOTICE OF MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 7, 2023, the City Council authorized the City Manager to execute a Ground Contract for the Wholesale Delivery and Sale of Potable Water including groundwater reservation provisions by and between Recharge Water, L.P., a Texas limited partnership, and the City of Hutto, Texas.

WHEREAS, the City Council desires to authorize the City Manager to execute a First Amendment to the Ground Contract for the Wholesale Delivery and Sale of Potable Water including groundwater reservation provisions by and between Recharge Water, L.P., a Texas limited partnership, and the City of Hutto, Texas.

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 authorizes the City Manager to execute a First Amendment to the Contract for the Wholesale Delivery and Sale of Potable Water including groundwater reservation provisions and related matters by and between Recharge Water, L.P., a Texas limited partnership and the City of Hutto, Texas.

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 14th day of December 2023.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

Attachment “A”

FIRST AMENDMENT TO CONTRACT FOR THE WHOLESALE DELIVERY AND SALE OF POTABLE WATER EFFECTIVE SEPTEMBER 12, 2023, BETWEEN CITY OF HUTTO, TEXAS, AND RECHARGE WATER, L.P.

Recharge Water, L.P., a Texas limited partnership (“Recharge”), and the City of Hutto, Texas, a Texas home-rule municipality with principal administrative offices in Williamson county (“City”) (each individually, a “Party” and together, the “Parties”), agree as follows:

WHEREAS, the Parties entered into a certain Contract for the Wholesale Delivery and Sale Of Potable Water Effective September 12, 2023, Between City of Hutto and Recharge Water, L.P. (the “Contract”) and thereby agreed to the terms and conditions of the project contemplated by that Contract (the “Project”); and

WHEREAS, the section 1.1.12 of the Contract provided in relevant part that there would be a 90-day period of time after Contract execution (which occurred on September 12, 2023) to allow Recharge to, among other things, secure financing for the Project (the “Date of Financial Close”) so that the Date of Financial Close under the Contract is December 11, 2023; and

WHEREAS, Recharge requested, prior to December 11, 2023, an extension of the Date of Financial Close under the Contract by sixty (60) calendar days so that the new Date of Financial Close under the Contract would be February 9, 2024, and further requested the amendment of the Contract to grant that request (the “Amendment”); and

WHEREAS, Recharge has demonstrated good cause and adequate consideration in support of the extension and amendment requests; and

WHEREAS Section 2.2.1 of the Contract provides that:

The Parties recognize that Recharge must secure adequate financing in order to meet its construction obligations under this Contract and therefore agree to consider any amendments to this Contract deemed necessary to secure financing prior to the Date of Financial Close, subject to consideration and approval of any proposed amendments by Recharge and by formal approval by the Hutto City Council; and

WHEREAS, the Hutto City Council has considered and formally approves of this Amendment as requested by Recharge in accordance with section 2.2.1 of the Contract.

NOW THEREFORE, UPON THE FOREGOING:

Section 1. The above recitations are incorporated into this Amendment for all purposes; and the City Manager is authorized to execute this Amendment on behalf of the City of Hutto, Texas.

Section 2. Upon execution of this Amendment by the City Manager and a duly authorized representative of Recharge, the Date of Financial Close under Section 1.1.12 of the Contract is

hereby extended for sixty (60) calendar days so that the new Date of Financial Close under the Contract shall be February 9, 2024.

Section 3. The Effective Date of this Amendment shall be retroactive to December 10, 2023.

Section 4. This Amendment may be executed in separate counterparts that together comprise this Amendment, and shall constitute the entire agreement of the Parties respecting the subject-matter of the Amendment, superseding any and all prior promises, representations, and agreements, written or verbal, respecting the subject-matter of this Amendment; and

Section 5. By executing this Amendment, Recharge acknowledges that it will not be effective unless, and Recharge represents that it will comply with Section 2252.908 of the Texas Government Code, which requires Recharge to fill out a conflict-of-interest form (“Disclosure of Interested Parties”) and file it with the City at the time the signed contract is submitted to the City. The City then files it with the Texas Ethics Commission, all as explained on the Texas Ethics Commission website via the following link.:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Section 6. By executing this Amendment, Recharge reaffirms and verifies as follows:

Hutto may not enter into a contract with a company for goods and service unless the contract contains a written verification from the company that it; (i) does not boycott Israel; and (ii) will not boycott Israel during the term of the contract. (Texas Government Code, Section 2270.002). Seller hereby verifies by executing this Contract that it does not boycott Israel and will not boycott Israel as that term is defined in Texas Government Code, Section 808.001 during the term of this Contract. Seller hereby certifies that it is not a company identified under Texas Government Code Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organization.

Pursuant to the Texas Government Code, Hutto may not enter into a contract with a company or the company’s parent company, wholly owned subsidiaries, majority-owned subsidiaries or affiliates as the term “affiliate” is defined in SEC Rule 405, 17 CFR Section 230.405 that boycott energy companies as that term is defined in Texas Government Code, Section 809.001. By executing this Contract, Recharge verifies that it: (a) does not boycott energy companies; and (b) will not boycott energy companies during the term of this Contract.

Pursuant to the Texas Government Code, Recharge represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified as a terrorist or similar organization or nation-state 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 requirements of the Texas Government Code, and to the extent such requirements do not contravene applicable Federal law and excludes Recharge and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with Recharge and exists to make a profit.

To the extent this Contract constitutes a contract for the purchase of goods or services for which a written verification is required under the Texas Government Code, Recharge hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do 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 this Contract against a firearm entity or firearm trade association.

The foregoing verification, including the associated affirmation under penalty of perjury that is appended to this Contract and which is hereby incorporated into this Contract, is made solely to comply with the requirements of the Texas Government Code to the extent they do 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 Senate Bill 19). Recharge understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Recharge and exists to make a profit.

All other provisions of the Contract remain unchanged.

EXECUTED to be effective as of the Effective Date, stated above.

[SIGNATURE PAGES FOLLOW]

CITY OF HUTTO, Texas

James Earp, City Manager

Date: _____

ATTEST

Angela Lewis, City Secretary

Date: _____

RECHARGE WATER, L.P.

By: _____

Title: _____

Date

VERIFICATION

State of Texas

§

§

County of Williamson

§

The undersigned hereby affirms under penalty of perjury that they are the authorized representative and agent of Recharge Water, L.P. for the purpose of making this verification, and that all representations in section 7 of the foregoing Amendment, which is incorporated herein by this reference, are true.

Agent's Signature

Printed Name: _____ Title: _____

On this date personally appeared before me the above-named representative and agent of Recharge Water, L.P., who was known to or satisfactorily identified me, and affirmed under penalty of perjury that that all representations in section 7 of the foregoing Agreement are true.

Notary Public

Date

AGENDA ITEM REPORT

10.6.



To: City Council
Subject: Consideration and possible action on approving the December 7, 2023 City Council work session and meeting minutes (Angela Lewis)
Meeting: Thursday, December 14, 2023
Department: City Secretary /
Staff Contact: Angela Lewis

BACKGROUND INFORMATION:

Staff recommends that City Council approves the December 7, 2023 City Council work session and meeting minutes.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

No fiscal impact

ATTACHMENTS:

1. 12.7.23 Work Session Minutes DRAFT
2. 12.7.23 CC Meeting Minutes DRAFT



City of Hutto

MINUTES

City Council Work Session
Thursday, December 7, 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 (joining remotely), Councilmember Dan Thornton, Mayor Pro Tem Peter Gordon, Councilmember Amberley Kolar, Councilmember Dana Wilcott

Absent:

Members of staff present: James Earp, City Manager; Anne LaMere, Interim Finance Director, Matt Rector, City Engineer, Cheney Gamboa, Interim Economic Development Director, Ashley Bailey, Development Services Director, Allison Strupeck, Communications Director, Angela Lewis, City Secretary

3. OTHER BUSINESS

3.1 Consideration and discussion on Brushy Creek Amphitheater and potential improvements (Jeff White)

Jeff White introduced Owen Harrod, AIA, to present potential improvements to the Brushy Creek Amphitheatre to City Council.

4. ADJOURNMENT – 6:44 p.m.

ATTEST:

Mike Snyder, Mayor

Angela Lewis, City Secretary



City of Hutto

MINUTES

City Council Meeting

Thursday, December 7, 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 Randal Clark (joining remotely), Councilmember Dana Wilcott

Absent: Councilmember Amberley Kolar

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; Cheney Gamboa, Director of Economic Development

3. INVOCATION –Pastor Arthur Spence from Little Ebenezer Baptist Church

4. PLEDGE OF ALLEGIANCE

5. PROCLAMATIONS

- 5.1 Senior Access 30 Years Proclamation – read by Mayor Snyder, accepted by Kristi Barnes on behalf of Senior Access
- 5.2 Richard A. Oman American Legion Post 302 of Hutto - 15th Anniversary of Charter – read by Mayor Snyder
- 5.3 Human Rights Proclamation (Accounting and Compliance HUB) – read by Mayor Snyder accepted by Anne LaMere, Richard Rodriguez, Mindy McDonough and Angela Lewis

6. CITY MANAGER COMMENTS

City Manager Earp provided updates on the following:

- Water conservation and drought update
- Upcoming City Christmas events
- Winter camp through Parks and Recreation

- Community Survey has been sent to various residents
- Professional employee recognitions
- Transparency Stars received

7. PUBLIC COMMENTS

- Janae Soules (written comments)
- Erica Strauss (written comments)

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)

A motion was made by Councilmember Clark and seconded by Mayor Pro Tem Gordon to table this item until January 4, 2024. The vote passed 6,0.

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)

Public hearing was opened at 8:05 pm. There were no speakers.

A motion was made by Councilmember Thompson and seconded by Councilmember Clark to keep the public hearing open until January 4, 2024. The vote passed 6,0.

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)

Public hearing was opened at 8:06 pm. There were no speakers.

A motion was made by Councilmember Thompson and seconded by Mayor Pro Tem Gordon to keep the public hearing open until January 4, 2024. The vote passed 6,0.

- 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)

Public hearing was opened at 8:11 pm. There were no speakers, and the public hearing was closed at 8:12 pm.

A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Thompson to approve Ordinance No. O-2023-082. The vote passed 5,1 (Snyder dissenting).

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.

Appointees: Jacqueline Coleman to Diversity and Inclusion Commission

A motion was made by Councilmember Wilcott and seconded by Councilmember Thompson to approve the appointments. The vote passed 6,0.

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)

A motion was made by Councilmember Clark and seconded by Councilmember Thornton to approve Ordinance No. O-2023-078. The vote passed 6,0.

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)

A motion was made by Councilmember Thompson and seconded by Councilmember Wilcott to approve Resolution No. R-2023-320. The vote passed 6,0.

- 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)

A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Clark to approve Resolution No. R-2023-326 with Mayor Pro Tem Gordon amending the motion to include changing Section 4, Paragraph L to require city inspections within the city limits and allow third-party inspections outside city limits. Councilmember Clark made a motion to amend to original motion that third parties have to be certified. There was no second, and the motion died. The vote on the original motion passed 6,0.

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 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 in the amount of \$271,100 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 sunseting 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)

Councilmember Thornton pulled Consent Items 13.3, 13.6 and 13.10 to be heard after Executive Session. Mayor Snyder pulled Consent Items 13.7, 13.9, 13.11 and 13.14.

A motion was made by Councilmember Thornton and seconded by Mayor Pro Tem Gordonto approve Consent Agenda Item Nos. 13.1, 13.2, 13.4, 13.5, 13.8, 13.12, 13.13, and 13.15, as presented. The vote passed

Discussion of pulled items:

- 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)

A motion was made by Mayor Snyder and seconded by Councilmember Clark to bring this item back with a redlined version on December 14. The vote passed 6,0.

- 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)

A motion was made by Mayor Snyder to table this item until December 14 but was later rescinded.

A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Clark to approve this item as presented after ensuring the fees are correct prior to second reading. The vote passed 6,0.

- 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)

A motion was made by Councilmember Clark to approve the City Manager to negotiate the easement. There was no second, and motion died.

A motion was made by Mayor Pro Tem Gordon to approve as presented. There was no second, and motion died.

A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Clark to postpone this item until January 18, 2024 meeting to give staff further review time. The vote passed 5,1 (Thompson dissenting).

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

A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Clark to approve sunseting this task force. The vote passed 6,0.

14. EXECUTIVE SESSION – *Convened into Executive Session at 9:50 pm*

- 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.

There was no action taken in Executive Session.

15. ACTION RELATIVE TO EXECUTIVE SESSION – *Reconvened at 11:47 pm*

- 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)

A motion was made by Councilmember Clark and seconded by Councilmember Wilcott to table this item until the December 14 meeting. The vote passed 6,0.

- 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)

A motion was made by Councilmember Thompson and seconded by Councilmember Wilcott to approve this item. The vote passed 6,0.

- 13.10 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)

A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Wilcott to approve this item. The vote passed 6,0.

15.1 Consideration and possible action on Executive Session Items

- 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.

A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Thompson to deny the HWY 3499 LLC petition to remove property from the City's ETJ be denied because S.B. 2038 is an unconstitutional delegation of Legislative authority and it conflicts with the Texas Local Government Code section 42.023. The City does not consent to a reduction of its ETJ and to authorize the Messer Fort Law Firm PLLC to add the petition to the litigation, Grand Prairie v State of Texas to have S.B. 2038 declared unconstitutional. The vote passed 6,0.

- 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

A motion was made by Councilmember Thornton and seconded by Councilmember Thompson to direct staff to draft an amendment to the Funding and Refunding agreement for the Spine road project between the City of Hutto and the Hutto Economic Development Corporation to provide for the exchange or design documents and a process for curing any design defects. The vote passed 6,0.

- 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

Mayor Snyder made a motion to release the legal demand letter related to this item, but later rescinded.

A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Clark to approve Resolution R-2023-333 authorizing the City Manager to add Emory Crossing Boulevard Roadway to the Capital Improvement Plan and identify funding as authorized by Texas Government Code Section 2.2.010 C and provide for an effective date. The vote passed 6,0.

16. CITY COUNCIL COMMENTS

- 16.1 General Comments from City Council

Councilmember Thompson provided comments.

- 16.2 Future Agenda Items

*Councilmember Clark – update on Union Pacific railroad repairs
Councilmember Thompson – update on Fritz park design
Mayor Snyder – Directors of Chaos update and attorney outsourcing*

- 16.3 Future Additional or Rescheduled meetings as allowed by Hutto City Code Section 1.02.033 Additional or Rescheduled Meetings

17. ADJOURNMENT – *December 8th, 2023 at 12:04 AM*

ATTEST:

Mike Snyder, Mayor

Angela Lewis, City Secretary

DRAFT

AGENDA ITEM REPORT

10.7.



To: City Council
Subject: 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 (Second Reading) (Ashley Bailey)
Meeting: Thursday, December 14, 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

10.7.



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



LIMMER LOOP

LIDELL ST

DELBY ST

MAGER LN

R330636

R330638

R330632

R020279

R383400

R021518

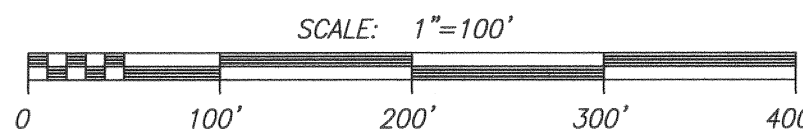
FM
1660

0 500 1,000 2,000

Feet

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

STANDARD LAND SURVEY
CITY OF HUTTO, WILLAMSON COUNTY, TEXAS



RECORD TABLE	
NUMBER	DOCUMENT NO.
R1	CAB. CO. 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. 189/PG. 348 DRWC
R6	DOC. NO. 200608336 OPWC
R7	DOC. NO. 2016117309 OPWC
R8	DOC. NO. 20070474837 OPWC
R9	DOC. NO. 20070629533 OPWC
R10	VOL. 1079/PG. 838 DRWC
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 OPWC

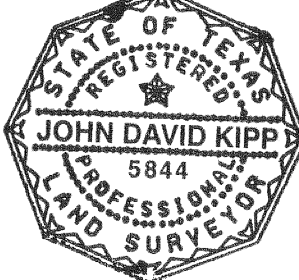
- SURVEYOR'S NOTES:
1. THE SUBJECT PROPERTY LIES PARTIALLY WITHIN ZONE "X" UNSHADED, PARTIALLY WITHIN ZONE "X" SHADED, PARTIALLY WITHIN ZONE "AE", PARTIALLY WITHIN ZONE "AE" FLOODWAY, AND PARTIALLY WITHIN ZONE "A". ZONE "A" IS DEFINED AS A SPECIAL FLOOD HAZARD AREA (SFHAS) SUBJECT TO INUNDATION BY THE 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 (PVC, 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. Y. SLD. 155 PRWC), B) HUTTO SQUARE SECTION 2 (CAB. Y. SLD. 155 PRWC), AND C) HUTTO SQUARE SECTION 3 (CAB. CO. 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, WILLAMSON 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 TRACTS.
 6. THIS STANDARD LAND SURVEY IS SUBMITTED IN CONJUNCTION WITH FIELD NOTES MADE A PART HEREOF BY REFERENCE.

- LEGEND:
- = SET IRON ROD WITH "R" 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
 - ⊙ = BLOCK NAME
 - ⊙ = VARAS
 - (L) = RECORD INFORMATION
 - (B) = BUILDING SETBACK LINE
 - WLE = WATER LINE EASEMENT
 - PUE = PUBLIC UTILITY EASEMENT
 - OPWC = OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS
 - DRWC = DEED RECORDS OF WILLAMSON COUNTY, TEXAS
 - ORWC = OFFICIAL RECORDS OF WILLAMSON 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).

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 POSITIVE 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 1 SURVEY.

JOHN D. KIPP
DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5844
STATE OF TEXAS



CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.
C1	167.77'	1186.28'	008°06'11"	S05°42'30"E
C2	335.86'	1186.28'	017°23'40"	S01°03'44"E
C3	188.94'	1186.28'	009°07'31"	S02°54'22"W

RECORD CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.
C3	-	-	-	S05°09'13"W

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.
C1	167.77'	1186.28'	008°06'11"	S05°42'30"E
C2	335.86'	1186.28'	017°23'40"	S01°03'44"E
C3	188.94'	1186.28'	009°07'31"	S02°54'22"W

RECORD CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.
C3	-	-	-	S05°09'13"W

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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3.7	Walls and Fencing.....
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Land Use Plan-Exhibit C

Covenants, Conditions and Restrictions-Exhibit D

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
<u>Residential</u>	
Multifamily	
Dwelling: Single Household Attached Townhouse	1
Single Family residential	3
Single Family village	3
Single Family zero lotline	3
<u>Non-Residential</u>	
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.

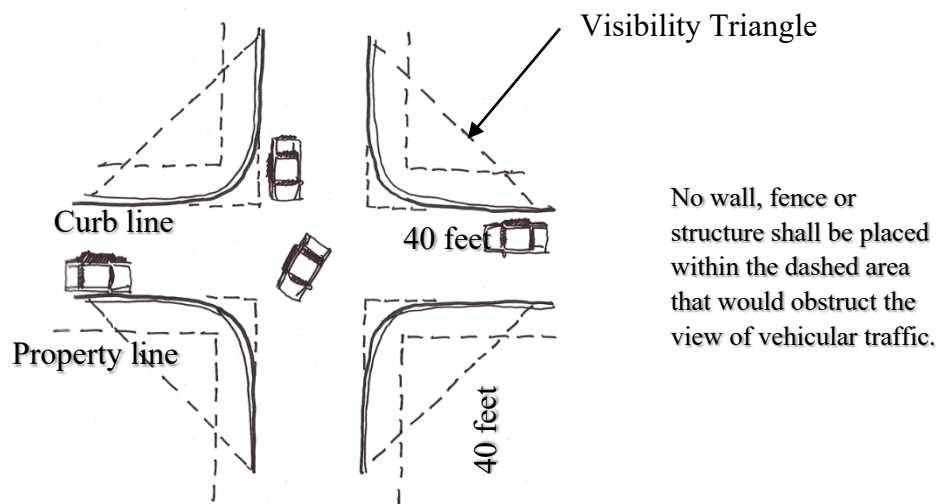
Refer to Exhibit D for Covenants, Conditions and Restrictions (CCRs) that will apply to the Durango Farms PUD.

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.



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.

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

3.4.5 Materials, maintenance and replacement

3.4.5.1 Plant materials

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

3.4.5.1.1 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.

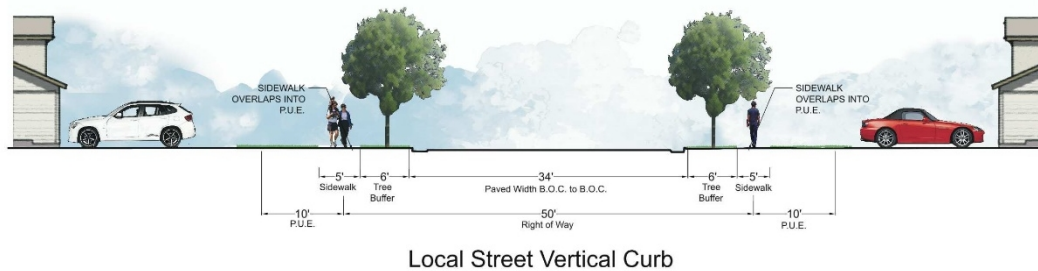
3.5 Streets

3.5.1 Street Alignment

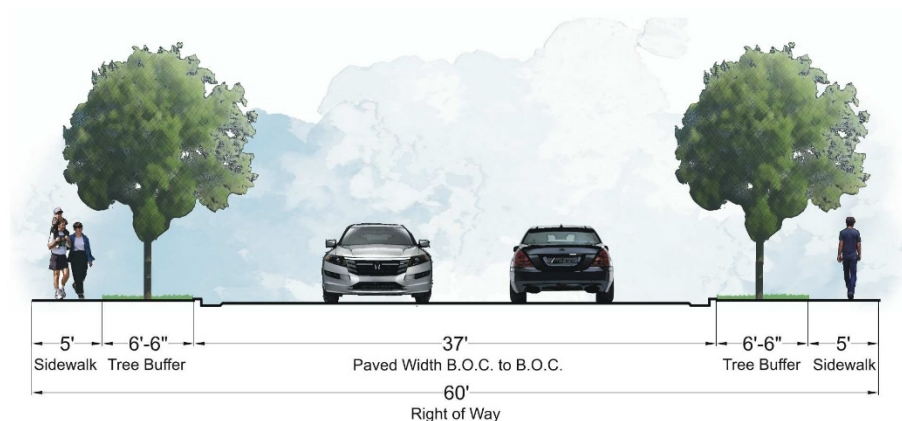
The precise alignment of the streets included in the Plan may be varied with City approval. **Exhibit C** illustrates the primary circulation pattern and the below street designations describe the planned streets within the PUD boundary.

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.



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 compactors cannot be unscreened unless they are used for a construction or demolition project on the site.		
Utility substation or facility	6 ft. – 12 ft. or sufficient to conceal the substation		Masonry (stone, brick, similar materials)
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
Page 1 of 2

“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

LandDev Consulting, LLC • 5508 Highway 290 West, Suite 150, Austin, TX 78735 • (512) 872-6696
TBPE Firm No. 16384 | TBPLS Firm No. 10194101

Williamson County, Texas
E. Thomason Survey, Abstract No. 844
Canutillo Colony Ditch Company Survey, Abstract No. 693

10.554 Acres
Page 2 of 2

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



LandDev Consulting, LLC ▪ 5508 Highway 290 West, Suite 150, Austin, TX 78735 ▪ (512) 872-6696
TBPE Firm No. 16384 | TBPLS Firm No. 10194101

"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 ¾-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,

Williamson County, Texas
J. Shelton Survey, Abstract No. 560
E. Thomason Survey, Abstract No. 844
W.J. Brown Survey, Abstract No. 105

95.047 Acres
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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, Block 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;

LandDev Consulting, LLC ▪ 5508 Highway 290 West, Suite 150, Austin, TX 78735 ▪ (512) 872-6696
TBPE Firm No. 16384 | TBPLS Firm No. 10194101

Williamson County, Texas
J. Shelton Survey, Abstract No. 560
E. Thomason Survey, Abstract No. 844
W.J. Brown Survey, Abstract No. 105

95.047 Acres
Page 3 of 3

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.

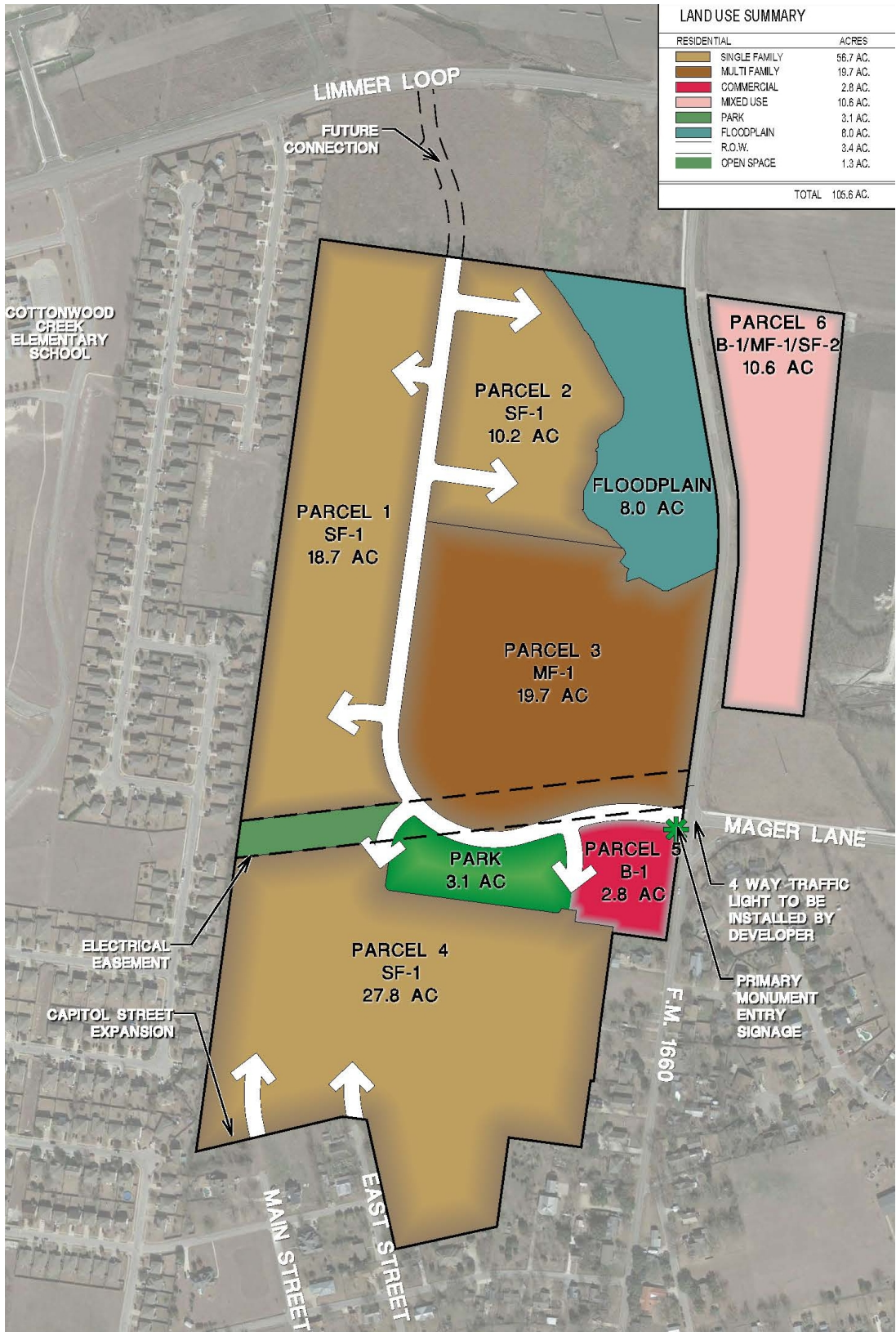
LANDDEV CONSULTING, LLC
5508 Highway 290 West, Suite 150
Austin, Texas 78735


Ernesto Navarrete
Registered Professional Land Surveyor
No. 6642 – State of Texas



LandDev Consulting, LLC • 5508 Highway 290 West, Suite 150, Austin, TX 78735 • (512) 872-6696
TBPE Firm No. 16384 | TBPLS Firm No. 10194101

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

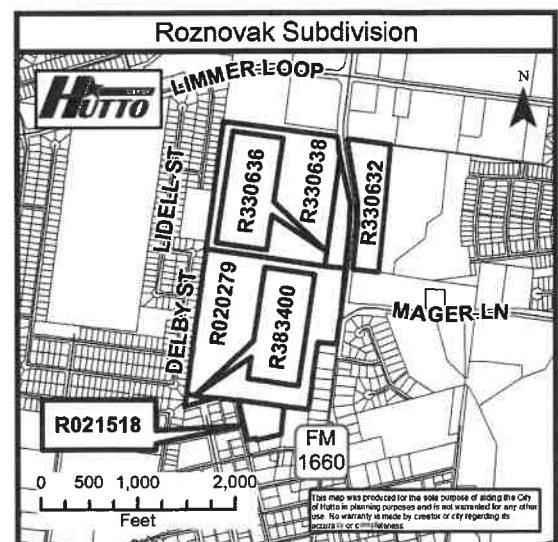
Project Name: Planned Unit Development (PUD) zoning ordinance request for the property to be known as **Durango Farms Planned Unit Development (PUD) Amendment #2**, 105.6 acres, more or less, of land, located on FM 1660 North and Mager Lane.

Name:

Address:

☒ **I AM IN FAVOR**

☐ **I OBJECT**



Write comments below, attach additional pages if needed.

SITE LOCATION MAP



**PROPERTY OWNER NOTICE OF TWO PUBLIC HEARINGS
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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:

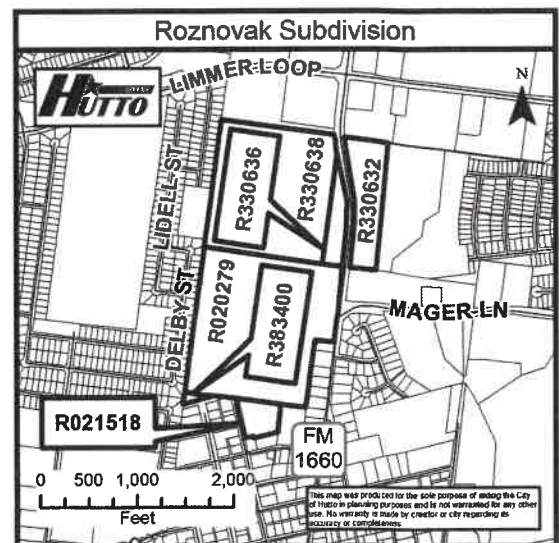
TOBYN P. DONALDSON

Address:

105 AUSTIN ST. HUTTO, TX 78634

☐ I AM IN FAVOR

☒ I OBJECT



Write comments below, attach additional pages if needed.

SITE LOCATION MAP

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

10.8.



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 14, 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

10.9.



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 (Second Reading) (David Amsler)
Meeting: Thursday, December 14, 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 13.6. 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

*** Ensured the correct version of 9.28.23 is being used as the baseline fee schedule

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

AGENDA ITEM REPORT

10.9.



-
2. Amendment Fee Schedule 2023. 12.14 Clean
 3. Amendment Fee Schedule 2023.12.14 Redline
 4. 2023.12.01_Hutto_ROW_Art.-18.03-amendments-second-reading.redline

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

ARTICLE A1.000 DEVELOPMENT SERVICES, ENGINEERING AND CONSTRUCTION

Sec. A1.001 Zoning fees

- 1) Temporary use permits: \$300.00.
- 2) Zoning change: \$750.00 up to 5 acres. \$100.00 for each additional 5 acres.
- 3) Planned unit developments (PUD): \$2,750.00 up to 20 acres. 20 acres or more \$4,000 plus \$100 for each additional acre or portion thereof. * Max of \$6,000
- 4) Planned unit development (PUD) amendment: 75% of regular planned unit development (PUD) fee.
- 5) Zoning variance: \$400.00.
- 6) Development agreements: \$3,000.00. This Development Agreement Fee does not include the PID or MUD fee or the pass-through cost of the legal review fees.
- 7) Development agreement amendment: \$1,500.00. The amendment fee does not include the pass-through cost of the legal review fee.
- 8) Form based code submittal: \$500.00 up to 80 acres. \$100.00 for each additional 5 acres.
- 9) Form based code amendment: 75% of regular form-based code submittal fee.
- 10) Annexation (voluntary): \$500.00.
- 11) Specific use permit: \$500.00.
- 12) Zoning verification letter: \$50.00.**
- 13) Minor Modification (historic district only): \$500.00
- 14) Traffic impact analysis: \$400.00 plus professional recovery fee (amount invoiced by the traffic consultant hired by the city).**
- 15) Technology fee: \$25.00 except where indicated by **.
- 16) Notices:
 - a) Published: \$150.00. If the applicant requests postponement, the applicant shall incur the costs of a new published notice(s).
 - b) Mailed: \$1.00 per mailed notice.
 - i) 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.
 - c) On-site public hearing notification sign: \$25.00 per sign.
 - d) 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

- 1) Administrative appeal (zoning board of adjustment): \$500.00.**
- 2) All other appeals (city council): \$150.00.**

Sec. A1.003 Subdivision fees

- 1) Development Assessment Review: \$1,100.00
- 2) Preliminary plat: \$1,550.00 plus \$25.00 per lot; plus \$20.00 per acre of right-of-way.
- 3) Preliminary plat revision: 75% of regular major subdivision preliminary plat fee.
- 4) Final plat: \$1,000.00 plus \$25.00 per lot; plus \$20.00 per acre of right-of-way.
- 5) Plat vacation: \$500.00.
- 6) Amended plat of subdivision: \$500.00 plus \$25.00 per lot.
- 7) Plat recordation processing fee: \$50.00 plus Williamson County plat recordation fees.**
- 8) Minor/short form final plat: \$500.00.
- 9) Right-of-way vacation/abandonment/license to encroach (public utility, right-of-way and drainage easement): \$250.00**. Requires amendment plat.
- 10) GIS fee: \$25.00 per application unless otherwise stated herein. \$25 per lot for Preliminary Plats, Amended Plats, and Short Form Plats.**
- 11) Subdivision public improvements/construction inspection fee:
 - a) First 100 acres - \$1,500 per acre
 - b) Next 150 acres - \$750 per acre
 - c) All additional acres over 250 acres - \$325 per acre
 - d) Off-site infrastructure - \$7.50 per linear foot per infrastructure item (i.e., streets, drainage, water, wastewater, etc.)
- 12) Plan extension request (1-year extension): \$250.00.**
- 13) Subdivision public improvements/construction plan review:
 - a) Initial Submittal
 - b) First 100 acres - \$500 per acre
 - c) Next 150 acres \$250 per acre
 - d) All additional acres over 250 acres - \$125 per acre
 - e) Off-site Infrastructure - \$2.50 per linear foot per infrastructure item (i.e., streets, drainage, water, wastewater, etc.)
 - f) Resubmittal (each resubmittal) - \$500 or 10% of initial submittal fee whichever is greater
- 14) Legal lot determination: \$50.00.**
- 15) Subdivision variance: \$300.00.
- 16) Traffic impact analysis: \$400.00 plus professional recovery fee (amount invoiced by the traffic consultant hired by the city).**
- 17) Technology fee: \$25.00 except where indicated by**
- 18) Service extension request application fees:
 - a) Request not requiring city participation: \$200.00.
 - b) Request requiring city participation: \$500.00.
 - c) Technology fee: \$25.00.

Sec. A1.004 Development fees

1) Parkland fee-in-lieu of land dedication fees:

- a) Residential: \$800.00 per unit.
- b) Nonresidential: \$975.00 (minimum); \$975.00 per acre for 3 or more acres.

2) SER Review of Water and Wastewater Fee:

- a) Administration Fee for SER Review of Water and Wastewater: \$300.00
- b) Water:

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	900-1,499 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

c) Wastewater

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	\$5,130.00
Tier 4	900-1,499 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

Sec. A1.005 Site plan fees

- 1) Site plan review fee: \$1,000.00 plus \$100.00 per acre. A resubmittal fee of 25% of the original fee is due at the third submittal for the project, 33% of the original fee at the fourth submittal, and 50% of the original fee for any review after the fourth submittal
- 2) Site plan revision: Half of the original site plan fee for the project.
 - a) Technology fee: \$25.00.
- 3) Site inspection fee: \$200.00 plus \$0.05/sq. ft. for impervious cover.
- 4) Site inspection fee (public improvements only): 3% of cost of public improvements.

- 5) Minor deviations/design modifications: \$200.00 plus \$0.05/sq. ft. for impervious cover.
- 6) Fire review fees: Fire review fees shall be established by the Williamson County Emergency Services District No. 3.
- 7) Right-of-way use permit fees. Driveway/flatwork/sidewalk/curb cut only:
 - a) Application fee: \$100.00.
 - b) Inspection fee: \$85.00 for residential, \$100.00 for commercial.
 - c) Technology fee: \$5.00.
- 8) Right-of-way use permit fees:
 - a) Application fee (applied to inspection fee): \$500.00.
 - b) \$500.00 or 3% of construction cost inspection fee, whichever is greater.
- 9) Clearing and grading permit fees:
 - a) Application fee: \$100.00.
 - b) Technology fee: \$7.00.
- 10) Regional Stormwater Management fees:
 - a) Single-family: \$1,600.00 per acre
 - b) Multifamily: \$3,200.00 per acre
 - c) Commercial/Industrial: \$4,800.00 per acre

Sec. A1.006 Building plan review fees

Building plan review fees:

- 1) New residential building permit fee: \$1,600.00 flat fee.
- 2) Residential addition/remodel building permit fee: \$75.00
- 3) Commercial: 65% of commercial permit fee. Required for all new commercial construction and commercial addition permits.
- 4) Building Permit Revisions: professional recovery fee (amount invoiced by the third party consultant)
- 5) 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.
- 6) Master plan submittal: \$500.00 per new home plan compliance review.

Sec. A1.007 Building permit fees

- 1) 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.
- 2) New commercial/residential addition/commercial addition/commercial remodel permit fees: Includes required inspections. Reinspection are an additional fee. All fees are based on the most recent ICC valuation table.
 - a) Inspection/Reinspection: \$85.00 residential and \$100.00 commercial/multi-family (each inspection). After 3rd failed inspection, must wait 2 business days for reinspection.
 - i) MedGas Inspection: \$250.00 per inspection.
 - b) Technology fee:

- i) Residential building permit: \$10.00.
 - ii) Commercial building permit: \$20.00.
- 3) Miscellaneous permits/inspections by type:
- a) Technology fee: \$7.00 for all miscellaneous permits, except where indicated by **.
 - b) Move-in permit fee (modular structure): \$150.00.
 - c) Demolition:
 - i) Residential: \$50.00.
 - ii) Commercial: \$150.00.
 - d) Storage building permit: \$50.00 review fee, if over 200 square feet \$100.00, plus required inspection(s). Reinspection are an additional fee.
 - e) Water softener, water heater, irrigation, spa, hot tub, HVAC, solar panel, and wind turbine permits: \$50.00, plus required inspection(s) fees. Reinspection are an additional fee.
 - f) Pool permit (in ground): \$25.00 review fee, plus \$0.10 per square foot if over 200 square feet, plus required inspection(s) fees. Reinspection are an additional fee.
 - g) 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. Reinspection are an additional fee.
 - h) Patio/deck permit: \$50.00 review fee, if over 200 square feet \$100.00, plus required inspection(s) fees. Reinspection are an additional fee.
 - i) Fire safety inspection: Fire safety inspection for commercial buildings is set by Williamson County Emergency Services District No. 3.
 - j) Tree removal permit:**
 - i) Undeveloped or redevelopment site:
 - (1) Trees with a DBH of at least 6", regardless of health: Permit required; no fee.
 - (2) Nuisance, diseased, dangerous or dead trees: No permit required; no fee.
 - ii) Developed site:
 - (1) Trees with a DBH of at least 2.5", regardless of health: Permit required; no fee.
 - (2) Nuisance, diseased, dangerous or dead trees: No permit required; no fee.
 - k) HUD-code manufactured home fees:
 - i) Permit application fee: \$100.00.
 - ii) License application or renewal fees: \$50.00.
 - iii) License transfer fee: \$50.00.
 - l) Sign permits:
 - i) Regular signs (on buildings or freestanding):
 - (1) Signs meeting code requirements, fee due upon application: \$5.00 per square foot of facing.
 - (2) Sign master plan application fee: \$100.00.
 - ii) Signs requiring variances:
 - (1) Processing fee: \$100.00.
 - (2) If variance approved: \$15.00 per square foot of facing.
 - (3) If variance approved for sign master plan: \$10.00 per square foot of facing.
 - iii) Temporary signs:
 - (1) Temporary commercial signage, per sign: \$50.00.
 - (2) A-frame sign: \$30.00 (1 year).

(3) Public information sign: Permit required; no fee.**

(4) Political sign: No permit required; no fee.**

- m) Certificate of occupancy (change of commercial tenant or ownership): \$50.00 plus inspection fee
- n) Temporary certificate of occupancy: \$250.00 per issuance.
- o) 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.
- p) Temporary job/construction trailer: \$30.00.
- q) Remodel-residential: \$50.00 plus required inspection(s) fees. Reinspection are an additional fee.
- r) Inspection for habitable dwelling. Building or home 5 years or older: \$100.00.
- s) All inspections and reinspection not listed above: \$85.00 each residential and \$100.00 each commercial.**
After 3rd failed inspection, must wait 2 business days for reinspection and reinspection is \$100.00 for residential and \$125 for commercial.
- t) Building and Standards Application: \$500.00 plus professional recovery fee (amount invoiced by the building consultant if required and hired by the city).

Sec. A1.008 Map and plan documents

1) Printed map products:

- a) Black and white or color map:
 - i) 8.5" x 11": \$5.00.
 - ii) 11" x 17": \$10.00.
 - iii) 34" x 48": \$20.00.
- b) Map tube: \$2.00.
- c) Postage: \$4.00 depending on additional postage fees.
- d) 2-day request: \$40.00.
- e) As-built plans (24" x 36"): \$10.00.

2) GIS/CD/e-mail products:

- a) PDF file: \$10.00.
- b) JPG file: \$10.00.
- c) CD: \$15.00.
- d) DVD: \$15.00.
- e) Postage: \$4.00 depending on additional postage fees.
- f) Shape file:
 - i) Each layer: \$35.00.
 - ii) Parcel layer: \$70.00.
- g) Aerial:
 - i) Individual panels (per panel): \$35.00.
 - ii) All panels: \$860.00.
- h) As-built plans (electronic): \$25.00.

- 3) 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

- 1) 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:
 - a) Five hundred dollars (\$500.00) per application. This amount will cover applications covering up to five network nodes;
 - b) 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
 - c) One thousand dollars (\$1,000.00) per application for each node support pole.
- 2) Rent from network providers.
 - a) Network nodes. The annual network node site rental rate as set in chapter 284 sec. 284.053, Tex. Loc. Gov. Code, shall be \$250.00 per network node, with annual CPI adjustment as provided for in chapter 284, section 284.054.
 - b) Poles. Chapter 284, section 284.053 does not provide a separate rate for poles.
 - c) 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.
- 3) 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

- 1) 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
 - 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
- 2) Initial Submittal Off-site infrastructure – \$2.50 per linear foot per infrastructure item (i.e. streets, drainage, water, wastewater, fiberoptic, etc.)
- 3) (Resubmittal (each resubmittal) - \$500 or 10% of initial submittal fee whichever is greater.
- 4) (Five Percent (5%) of the gross revenues for the related Facility in the Public Right-of-Way Area (“Use Fee”)
- 5) 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
 - a. Public Service Provider/Right of Way Contractor registration fee.
 - b. One-year registration: \$100.
 - c. Two-year registration: \$175.

ARTICLE A2.000 PUBLIC SAFETY

Sec. A2.001 Police department fees

- 1) 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

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.

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

- 1) Monthly fees. Monthly fees are based on cart selection. Bulky waste pickup is not included with the 65-gallon solid waste cart selection.

Solid Waste Fee include Solid Waste, Recycling, and Bulky Waste

	95 Gallon Solid Waste 95 Gallon Recycling	95 Gallon Solid Waste 65 Gallon Recycling	65 Gallon Solid Waste 95 Gallon Recycling	65 Gallon Solid Waste 65 Gallon Recycling
Monthly Fee dependent on Bin Size	18.35	17.59	16.25	15.49
Sales Tax	1.51	1.45	1.34	1.28
Total Monthly Charge	19.86	19.04	17.59	16.77

Additional Carts: 50% of monthly rate

Tenant Clean Out (includes up to 10 cubic yards): \$150

Additional pickup request (includes up to 3 cubic yards or 6 carts): \$8.75 per pickup

- 2) Additional carts: 50% of monthly rate.
- 3) Tenant clean out (includes up to 10 cubic yards): \$150.00.
- 4) Additional pickup request (includes up to 3 cubic yards or 6 carts): \$8.75 per pickup.

Sec. A3.002 Assessments

- 1) 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 Pavilions				
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 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 <u>rate</u>	\$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
Riverwalk Soccer Fields (per field)				
Hourly (Lights)	\$100.00	\$125.00	\$100.00	\$400.00

Hourly (no lights)	\$75.00	\$100.00	\$100.00	\$400.00
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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

7) Brushy Creek Amphitheater

Adam Orgain/Brushy Creek Amphitheater	Resident Rate	Non-Resident Rate	Deposit
Amphitheater Non-Commercial Rate (per day)	\$2,000.00	\$2,400.00	\$400.00
Amphitheater Commercial Rate (per day)	\$3,000.00	\$3,600.00	\$400.00
Parking Lot & Pavilion A	\$700.00	\$950.00	\$400.00
Festive Site & Pavilion B Non-Commercial Rate (per day)	\$1,800.00	\$2,250.00	\$400.00
Festive Site & Pavilion B Commercial Rate (per day)	\$2,300.00	\$2,850.00	\$400.00
Green Room Non-Commercial (2 hours minimum)	\$50.00/hour	\$75.00/hour	\$400.00
Green Room Commercial (2 hours minimum)	\$75.00/hour	\$100.00/hour	\$400.00
Amphitheater & Festive Site & Pavilion B Non-Commercial (per day)	\$2,800.00	\$3,450.00	\$400.00
Amphitheater & Festive Site & Pavilion B Commercial (per day)	\$3,800.00	\$4,450.00	\$400.00

Sec. A4.002 Youth sports association facility fees

- 1) 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.
- 2) 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 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

1) Water:

- a) 5/8" and 3/4" meter: \$600.00.

- b) 1" meter: \$750.00.
- c) 1-1/2" meter: \$1,100.00.
- d) 2" meter: \$1,300.00.
- e) Above 2" meter: Actual meter costs plus \$300.00.

2) Wastewater:

- a) Up to 8" connection: \$850.00 inside city; \$300.00 developer installed.
- b) Above 8" meter: Actual materials and labor costs plus \$500.00; \$300.00 developer installed.

Sec. A5.003 Other service charges

- 1) New account charge/transfer account charge: \$35.00.
- 2) 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.)
- 3) After-hours connection fee/reconnection fee: \$50.00 in addition to above.
- 4) Meter reread charge: \$25.00.
- 5) Tampering with a locking device: \$250.00.
- 6) Return trip fee: \$35.00, required if technician has to return location to connect water due to customer action.
- 7) Temporary fire hydrant backflow prevention testing: \$75.00.
- 8) Repair service damaged by construction: Cost of materials and labor

Sec. A5.004 Impact fees

- 1) For plats recorded between November 21, 2006, and January 31, 2013.
 - a) Water, per service unit equivalent: \$4,363.00.
 - b) Wastewater, per service unit equivalent: \$1,068.00.
- 2) For plats recorded between February 1, 2013, and February 3, 2021.
 - a) Water, per service unit equivalent: \$3,625.00.
 - b) Wastewater, per service unit equivalent: \$2,128.00.
- 3) For plats recorded after February 4, 2021.
 - a) Water, per LUE: \$8,832.00.
 - b) Wastewater, per LUE: \$2,788.00
- 4) Traffic Impact Fee
 - a) Residential Land Use per Vehicle Mile: \$784.31
 - b) Non-Residential Land Use per Vehicle Mile: \$400.00

Sec. A5.005 Retail water and wastewater rates

- 1) Outside city rates: Outside city rates are 1.15 times inside city rates.
- 2) Water rates:
 - a) 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

b) Volume rate (per 1,000 gallons):

	Inside City	Outside City
Single-family residential:		
Monthly use between:		
0 to 5,000 gallons	\$5.08	\$5.84
5,001 to 12,000 gallons	\$6.60	\$7.59
12,001 to 25,000 gallons	\$8.90	\$10.24
25,001 gallons or more	\$12.00	\$13.80
Nonresidential, all consumption		
Monthly use between:		
0 to 25,000 gallons	\$7.81	\$8.98
25,001 gallons or more	\$8.57	\$9.86
Irrigation, all consumption	\$8.90	\$10.24
Construction, all consumption	\$8.90	\$10.23

3) Wastewater rates:

a) 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

b) Volume rate (per 1,000 gallons):

	Inside City	Outside City
Residential*	\$6.33	\$7.28
Nonresidential**	\$7.28	\$8.36

c) Monthly rate (volume and demand):

	Inside City	Outside City
Flat rate customers	\$60.38	\$69.43

d) Drainage fee: \$4.00 per customer per month.

a) *Based on winter water use average.

a) **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

1) Water allocation surcharges for stage 6 response:

a) Single-family residential customers:

- i) \$10.00 for the first 1,000 gallons over allocation.
- ii) \$15.00 for the second 1,000 gallons over allocation.
- iii) \$20.00 for the third 1,000 gallons over allocation.
- iv) \$25.00 for each additional 1,000 gallons over allocation.

b) Master-metered multifamily residential customers:

- i) \$10.00 for 1,000 gallons over allocation up through 1,000 gallons for each dwelling unit.
- ii) \$15.00 thereafter for each additional 1,000 gallons over allocation up through a second 1,000 gallons for each dwelling unit.
- iii) \$20.00 thereafter for each additional 1,000 gallons over allocation up through a third 1,000 gallons for each dwelling unit.
- iv) \$25.00 thereafter for each additional 1,000 gallons over allocation.

c) Commercial customers:

- i) Customers whose allocation is 0 gallons through 3,000 gallons per month:
 - (1) \$10.00 per thousand gallons for the first 1,000 gallons over allocation.
 - (2) \$15.00 per thousand gallons for the second 1,000 gallons over allocation.
 - (3) \$20.00 per thousand gallons for the third 1,000 gallons over allocation.
 - (4) \$25.00 per thousand gallons for each additional 1,000 gallons over allocation.
- ii) Customers whose allocation is 3,000 gallons per month or more:
 - (1) 3 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent

above allocation.

- (2) 5 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.
- (3) 7 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.
- (4) 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.

d) Industrial customers:

i) Customers whose allocation is 0 gallons through 3,000 gallons per month:

- (1) \$10.00 per thousand gallons for the first 1,000 gallons over allocation.
- (2) \$15.00 per thousand gallons for the second 1,000 gallons over allocation.
- (3) \$20.00 per thousand gallons for the third 1,000 gallons over allocation.
- (4) \$25.00 per thousand gallons for each additional 1,000 gallons over allocation.

ii) Customers whose allocation is 3,000 gallons per month or more:

- (1) 3 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.
- (2) 5 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.
- (3) 7 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.
- (4) 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.

- 2) 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 Alcoholic beverage permit and license

Beginning January 1, 2022 there are no permit and license fees.

Sec. A6.002 Peddlers, solicitors, distributors, itinerant vendors and mobile street vendors

- 1) Peddler/solicitor: \$25.00 for each person permitted.
- 2) Distributor: \$25.00 for each person or group of persons.
- 3) Itinerant vendors/mobile street vendors:
 - a) 14-day permit: \$25.00 fee.
 - b) 30-day permit: \$35.00 fee.
 - c) 90-day permit: \$75.00 fee.
 - d) 180-day permit: \$100.00 fee.

ARTICLE A7.000 LIBRARY

- 1) Library cards:
 - a) Nonresident:
 - i) Family: No family cards.
 - ii) 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.
 - b) Replacement:
 - i) For 1st replacement: \$1.00.
 - ii) All additional replacement cards: \$5.00.
- 2) Copy/print and fax:
 - a) Black and white, per impression: \$0.10.
 - b) Color, per impression: \$0.25.
 - c) 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.
- 3) Fines and fees:

Lost or damaged book fee: Cost of book
- 4) Interlibrary loan: Cost of return postage.

ARTICLE A8.000 MISCELLANEOUS FEES

- 1) Special events permit application fee: \$50.00.
- 2) Street closure permit application fee: \$25.00.
- 3) Fireworks display permit application fee: \$40.00.
- 4) Film application fee: \$500.00.
 - a) Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area: \$500.00 per day.
 - b) Partial, nondisruptive use of a public building, park, right-of-way, or public area: \$250.00 per day.
 - c) Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking: \$50.00 per block per day.
 - d) 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.
 - e) 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.

5) Brush collection by city after storm:

- a) Minimum: \$15.00.
- b) Additional time in increments of five minutes: \$5.00.

6) Returned check fee (for any city payment): \$30.00.

7) Credit card processing fee, per transaction: Processing fee of 4.25% of the charge amount per transaction.

8) Certified copies:

- a) Standard or legal-size paper copies of city records: \$1.00 per page.
- b) Specialty paper and oversized paper copies of city records: Actual cost of copies plus \$1.00 per page.

9) Notary services: \$6.00/notary, or in accordance with section 406.024 of the Government Code.

(Ordinance O-2021-056 adopted 9/16/21)

APPENDIX A

FEE SCHEDULE

ARTICLE A1.000 DEVELOPMENT SERVICES, ENGINEERING AND CONSTRUCTION

Sec. A1.001 Zoning fees

- 1) Temporary use permits: \$300.00.
- 2) Zoning change: \$750.00 up to 5 acres. \$100.00 for each additional 5 acres.
- 3) Planned unit developments (PUD): \$2,750.00 up to 20 acres. 20 acres or more \$4,000 plus \$100 for each additional acre or portion thereof. * Max of \$6,000
- 4) Planned unit development (PUD) amendment: 75% of regular planned unit development (PUD) fee.
- 5) Zoning variance: \$400.00.
- 6) Development agreements: \$3,000.00. This Development Agreement Fee does not include the PID or MUD fee or the pass-through cost of the legal review fees.
- 7) Development agreement amendment: \$1,500.00. The amendment fee does not include the pass-through cost of the legal review fee.
- 8) Form based code submittal: \$500.00 up to 80 acres. \$100.00 for each additional 5 acres.
- 9) Form based code amendment: 75% of regular form-based code submittal fee.
- 10) Annexation (voluntary): \$500.00.
- 11) Specific use permit: \$500.00.
- 12) Zoning verification letter: \$50.00.**
- 13) Minor Modification (historic district only): \$500.00
- 14) Traffic impact analysis: \$400.00 plus professional recovery fee (amount invoiced by the traffic consultant hired by the city).**
- 15) Technology fee: \$25.00 except where indicated by **.
- 16) Notices:
 - a) Published: \$150.00. If the applicant requests postponement, the applicant shall incur the costs of a new published notice(s).
 - b) Mailed: \$1.00 per mailed notice.
 - i) 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.
 - c) On-site public hearing notification sign: \$25.00 per sign.
 - d) 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

- 1) Administrative appeal (zoning board of adjustment): \$500.00.**
- 2) All other appeals (city council): \$150.00.**

Sec. A1.003 Subdivision fees

- 1) Development Assessment Review: \$1,100.00
- 2) Preliminary plat: \$1,550.00 plus \$25.00 per lot; plus \$20.00 per acre of right-of-way.
- 3) Preliminary plat revision: 75% of regular major subdivision preliminary plat fee.
- 4) Final plat: \$1,000.00 plus \$25.00 per lot; plus \$20.00 per acre of right-of-way.
- 5) Plat vacation: \$500.00.
- 6) Amended plat of subdivision: \$500.00 plus \$25.00 per lot.
- 7) Plat recordation processing fee: \$50.00 plus Williamson County plat recordation fees.**
- 8) Minor/short form final plat: \$500.00.
- 9) Right-of-way vacation/abandonment/license to encroach (public utility, right-of-way and drainage easement): \$250.00**. Requires amendment plat.
- 10) GIS fee: \$25.00 per application unless otherwise stated herein. \$25 per lot for Preliminary Plats, Amended Plats, and Short Form Plats.**
- 11) Subdivision public improvements/construction inspection fee:
 - a) First 100 acres - \$1,500 per acre
 - b) Next 150 acres - \$750 per acre
 - c) All additional acres over 250 acres - \$325 per acre
 - d) Off-site infrastructure - \$7.50 per linear foot per infrastructure item (i.e., streets, drainage, water, wastewater, etc.)
- 12) Plan extension request (1-year extension): \$250.00.**
- 13) Subdivision public improvements/construction plan review:
 - a) Initial Submittal
 - b) First 100 acres - \$500 per acre
 - c) Next 150 acres \$250 per acre
 - d) All additional acres over 250 acres - \$125 per acre
 - e) Off-site Infrastructure - \$2.50 per linear foot per infrastructure item (i.e., streets, drainage, water, wastewater, etc.)
 - f) Resubmittal (each resubmittal) - \$500 or 10% of initial submittal fee whichever is greater
- 14) Legal lot determination: \$50.00.**
- 15) Subdivision variance: \$300.00.
- 16) Traffic impact analysis: \$400.00 plus professional recovery fee (amount invoiced by the traffic consultant hired by the city).**
- 17) Technology fee: \$25.00 except where indicated by**
- 18) Service extension request application fees:
 - a) Request not requiring city participation: \$200.00.
 - b) Request requiring city participation: \$500.00.
 - c) Technology fee: \$25.00.

Sec. A1.004 Development fees

1) Parkland fee-in-lieu of land dedication fees:

- a) Residential: \$800.00 per unit.
- b) Nonresidential: \$975.00 (minimum); \$975.00 per acre for 3 or more acres.

2) SER Review of Water and Wastewater Fee:

- a) Administration Fee for SER Review of Water and Wastewater: \$300.00
- b) Water:

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	900-1,499 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

c) Wastewater

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	\$5,130.00
Tier 4	900-1,499 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

Sec. A1.005 Site plan fees

- 1) Site plan review fee: \$1,000.00 plus \$100.00 per acre. A resubmittal fee of 25% of the original fee is due at the third submittal for the project, 33% of the original fee at the fourth submittal, and 50% of the original fee for any review after the fourth submittal
- 2) Site plan revision: Half of the original site plan fee for the project.
 - a) Technology fee: \$25.00.
- 3) Site inspection fee: \$200.00 plus \$0.05/sq. ft. for impervious cover.
- 4) Site inspection fee (public improvements only): 3% of cost of public improvements.

- 5) Minor deviations/design modifications: \$200.00 plus \$0.05/sq. ft. for impervious cover.
- 6) Fire review fees: Fire review fees shall be established by the Williamson County Emergency Services District No. 3.
- 7) Right-of-way use permit fees. Driveway/flatwork/sidewalk/curb cut only:
 - a) Application fee: \$100.00.
 - b) Inspection fee: \$85.00 for residential, \$100.00 for commercial.
 - c) Technology fee: \$5.00.
- 8) Right-of-way use permit fees:
 - a) Application fee (applied to inspection fee): \$500.00.
 - b) \$500.00 or 3% of construction cost inspection fee, whichever is greater.
- 9) Clearing and grading permit fees:
 - a) Application fee: \$100.00.
 - b) Technology fee: \$7.00.
- 10) Regional Stormwater Management fees:
 - a) Single-family: \$1,600.00 per acre
 - b) Multifamily: \$3,200.00 per acre
 - c) Commercial/Industrial: \$4,800.00 per acre

Sec. A1.006 Building plan review fees

Building plan review fees:

- 1) New residential building permit fee: \$1,600.00 flat fee.
- 2) Residential addition/remodel building permit fee: \$75.00
- 3) Commercial: 65% of commercial permit fee. Required for all new commercial construction and commercial addition permits.
- 4) Building Permit Revisions: professional recovery fee (amount invoiced by the third party consultant)
- 5) 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.
- 6) Master plan submittal: \$500.00 per new home plan compliance review.

Sec. A1.007 Building permit fees

- 1) 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.
- 2) New commercial/residential addition/commercial addition/commercial remodel permit fees: Includes required inspections. Reinspection are an additional fee. All fees are based on the most recent ICC valuation table.
 - a) Inspection/Reinspection: \$85.00 residential and \$100.00 commercial/multi-family (each inspection). After 3rd failed inspection, must wait 2 business days for reinspection.
 - i) MedGas Inspection: \$250.00 per inspection.
 - b) Technology fee:

- i) Residential building permit: \$10.00.
 - ii) Commercial building permit: \$20.00.
- 3) Miscellaneous permits/inspections by type:
- a) Technology fee: \$7.00 for all miscellaneous permits, except where indicated by **.
 - b) Move-in permit fee (modular structure): \$150.00.
 - c) Demolition:
 - i) Residential: \$50.00.
 - ii) Commercial: \$150.00.
 - d) Storage building permit: \$50.00 review fee, if over 200 square feet \$100.00, plus required inspection(s). Reinspection are an additional fee.
 - e) Water softener, water heater, irrigation, spa, hot tub, HVAC, solar panel, and wind turbine permits: \$50.00, plus required inspection(s) fees. Reinspection are an additional fee.
 - f) Pool permit (in ground): \$25.00 review fee, plus \$0.10 per square foot if over 200 square feet, plus required inspection(s) fees. Reinspection are an additional fee.
 - g) 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. Reinspection are an additional fee.
 - h) Patio/deck permit: \$50.00 review fee, if over 200 square feet \$100.00, plus required inspection(s) fees. Reinspection are an additional fee.
 - i) Fire safety inspection: Fire safety inspection for commercial buildings is set by Williamson County Emergency Services District No. 3.
 - j) Tree removal permit:**
 - i) Undeveloped or redevelopment site:
 - (1) Trees with a DBH of at least 6", regardless of health: Permit required; no fee.
 - (2) Nuisance, diseased, dangerous or dead trees: No permit required; no fee.
 - ii) Developed site:
 - (1) Trees with a DBH of at least 2.5", regardless of health: Permit required; no fee.
 - (2) Nuisance, diseased, dangerous or dead trees: No permit required; no fee.
 - k) HUD-code manufactured home fees:
 - i) Permit application fee: \$100.00.
 - ii) License application or renewal fees: \$50.00.
 - iii) License transfer fee: \$50.00.
 - l) Sign permits:
 - i) Regular signs (on buildings or freestanding):
 - (1) Signs meeting code requirements, fee due upon application: \$5.00 per square foot of facing.
 - (2) Sign master plan application fee: \$100.00.
 - ii) Signs requiring variances:
 - (1) Processing fee: \$100.00.
 - (2) If variance approved: \$15.00 per square foot of facing.
 - (3) If variance approved for sign master plan: \$10.00 per square foot of facing.
 - iii) Temporary signs:
 - (1) Temporary commercial signage, per sign: \$50.00.
 - (2) A-frame sign: \$30.00 (1 year).

(3) Public information sign: Permit required; no fee.**

(4) Political sign: No permit required; no fee.**

- m) Certificate of occupancy (change of commercial tenant or ownership): \$50.00 plus inspection fee
- n) Temporary certificate of occupancy: \$250.00 per issuance.
- o) 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.
- p) Temporary job/construction trailer: \$30.00.
- q) Remodel-residential: \$50.00 plus required inspection(s) fees. Reinspection are an additional fee.
- r) Inspection for habitable dwelling. Building or home 5 years or older: \$100.00.
- s) All inspections and reinspection not listed above: \$85.00 each residential and \$100.00 each commercial.**
After 3rd failed inspection, must wait 2 business days for reinspection and reinspection is \$100.00 for residential and \$125 for commercial.
- t) Building and Standards Application: \$500.00 plus professional recovery fee (amount invoiced by the building consultant if required and hired by the city).

Sec. A1.008 Map and plan documents

1) Printed map products:

- a) Black and white or color map:
 - i) 8.5" x 11": \$5.00.
 - ii) 11" x 17": \$10.00.
 - iii) 34" x 48": \$20.00.
- b) Map tube: \$2.00.
- c) Postage: \$4.00 depending on additional postage fees.
- d) 2-day request: \$40.00.
- e) As-built plans (24" x 36"): \$10.00.

2) GIS/CD/e-mail products:

- a) PDF file: \$10.00.
- b) JPG file: \$10.00.
- c) CD: \$15.00.
- d) DVD: \$15.00.
- e) Postage: \$4.00 depending on additional postage fees.
- f) Shape file:
 - i) Each layer: \$35.00.
 - ii) Parcel layer: \$70.00.
- g) Aerial:
 - i) Individual panels (per panel): \$35.00.
 - ii) All panels: \$860.00.
- h) As-built plans (electronic): \$25.00.

- 3) 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

- 1) 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:
 - a) Five hundred dollars (\$500.00) per application. This amount will cover applications covering up to five network nodes;
 - b) 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
 - c) One thousand dollars (\$1,000.00) per application for each node support pole.
- 2) Rent from network providers.
 - a) Network nodes. The annual network node site rental rate as set in chapter 284 sec. 284.053, Tex. Loc. Gov. Code, shall be \$250.00 per network node, with annual CPI adjustment as provided for in chapter 284, section 284.054.
 - b) Poles. Chapter 284, section 284.053 does not provide a separate rate for poles.
 - c) 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.
- 3) 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

- 1) 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
 - 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
- 2) Initial Submittal Off-site infrastructure – \$2.50 per linear foot per infrastructure item (i.e. streets, drainage, water, wastewater, fiberoptic, etc.)
- 3) (Resubmittal (each resubmittal) - \$500 or 10% of initial submittal fee whichever is greater.
- 4) (Five Percent (5%) of the gross revenues for the related Facility in the Public Right-of-Way Area (“Use Fee”)
- 5) 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
 - a. Public Service Provider/Right of Way Contractor registration fee.
 - b. One-year registration: \$100.
 - c. Two-year registration: \$175.

ARTICLE A2.000 PUBLIC SAFETY

Sec. A2.001 Police department fees

- 1) 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

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.

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

- 1) Monthly fees. Monthly fees are based on cart selection. Bulky waste pickup is not included with the 65-gallon solid waste cart selection.

Solid Waste Fee include Solid Waste, Recycling, and Bulky Waste

	95 Gallon Solid Waste 95 Gallon Recycling	95 Gallon Solid Waste 65 Gallon Recycling	65 Gallon Solid Waste 95 Gallon Recycling	65 Gallon Solid Waste 65 Gallon Recycling
Monthly Fee dependent on Bin Size	18.35	17.59	16.25	15.49
Sales Tax	1.51	1.45	1.34	1.28
Total Monthly Charge	19.86	19.04	17.59	16.77

Additional Carts: 50% of monthly rate

Tenant Clean Out (includes up to 10 cubic yards): \$150

Additional pickup request (includes up to 3 cubic yards or 6 carts): \$8.75 per pickup

- 2) Additional carts: 50% of monthly rate.
- 3) Tenant clean out (includes up to 10 cubic yards): \$150.00.
- 4) Additional pickup request (includes up to 3 cubic yards or 6 carts): \$8.75 per pickup.

Sec. A3.002 Assessments

- 1) 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 Pavilions				
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 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
Riverwalk Soccer Fields (per field)				
Hourly (Lights)	\$100.00	\$125.00	\$100.00	\$400.00

Hourly (no lights)	\$75.00	\$100.00	\$100.00	\$400.00
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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

7) Brushy Creek Amphitheater

Adam Orgain/Brushy Creek Amphitheater	Resident Rate	Non-Resident Rate	Deposit
Amphitheater Non-Commercial Rate (per day)	\$2,000.00	\$2,400.00	\$400.00
Amphitheater Commercial Rate (per day)	\$3,000.00	\$3,600.00	\$400.00
Parking Lot & Pavilion A	\$700.00	\$950.00	\$400.00
Festive Site & Pavilion B Non-Commercial Rate (per day)	\$1,800.00	\$2,250.00	\$400.00
Festive Site & Pavilion B Commercial Rate (per day)	\$2,300.00	\$2,850.00	\$400.00
Green Room Non-Commercial (2 hours minimum)	\$50.00/hour	\$75.00/hour	\$400.00
Green Room Commercial (2 hours minimum)	\$75.00/hour	\$100.00/hour	\$400.00
Amphitheater & Festive Site & Pavilion B Non-Commercial (per day)	\$2,800.00	\$3,450.00	\$400.00
Amphitheater & Festive Site & Pavilion B Commercial (per day)	\$3,800.00	\$4,450.00	\$400.00

Sec. A4.002 Youth sports association facility fees

- 1) 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.
- 2) 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 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

1) Water:

- a) 5/8" and 3/4" meter: \$600.00.

- b) 1" meter: \$750.00.
- c) 1-1/2" meter: \$1,100.00.
- d) 2" meter: \$1,300.00.
- e) Above 2" meter: Actual meter costs plus \$300.00.

2) Wastewater:

- a) Up to 8" connection: \$850.00 inside city; \$300.00 developer installed.
- b) Above 8" meter: Actual materials and labor costs plus \$500.00; \$300.00 developer installed.

Sec. A5.003 Other service charges

- 1) New account charge/transfer account charge: \$35.00.
- 2) 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.)
- 3) After-hours connection fee/reconnection fee: \$50.00 in addition to above.
- 4) Meter reread charge: \$25.00.
- 5) Tampering with a locking device: \$250.00.
- 6) Return trip fee: \$35.00, required if technician has to return location to connect water due to customer action.
- 7) Temporary fire hydrant backflow prevention testing: \$75.00.
- 8) Repair service damaged by construction: Cost of materials and labor

Sec. A5.004 Impact fees

- 1) For plats recorded between November 21, 2006, and January 31, 2013.
 - a) Water, per service unit equivalent: \$4,363.00.
 - b) Wastewater, per service unit equivalent: \$1,068.00.
- 2) For plats recorded between February 1, 2013, and February 3, 2021.
 - a) Water, per service unit equivalent: \$3,625.00.
 - b) Wastewater, per service unit equivalent: \$2,128.00.
- 3) For plats recorded after February 4, 2021.
 - a) Water, per LUE: \$8,832.00.
 - b) Wastewater, per LUE: \$2,788.00
- 4) Traffic Impact Fee
 - a) Residential Land Use per Vehicle Mile: \$784.31
 - b) Non-Residential Land Use per Vehicle Mile: \$400.00

Sec. A5.005 Retail water and wastewater rates

- 1) Outside city rates: Outside city rates are 1.15 times inside city rates.
- 2) Water rates:
 - a) 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

b) Volume rate (per 1,000 gallons):

	Inside City	Outside City
Single-family residential:		
Monthly use between:		
0 to 5,000 gallons	\$5.08	\$5.84
5,001 to 12,000 gallons	\$6.60	\$7.59
12,001 to 25,000 gallons	\$8.90	\$10.24
25,001 gallons or more	\$12.00	\$13.80
Nonresidential, all consumption		
Monthly use between:		
0 to 25,000 gallons	\$7.81	\$8.98
25,001 gallons or more	\$8.57	\$9.86
Irrigation, all consumption	\$8.90	\$10.24
Construction, all consumption	\$8.90	\$10.23

3) Wastewater rates:

a) 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

b) Volume rate (per 1,000 gallons):

	Inside City	Outside City
Residential*	\$6.33	\$7.28
Nonresidential**	\$7.28	\$8.36

c) Monthly rate (volume and demand):

	Inside City	Outside City
Flat rate customers	\$60.38	\$69.43

d) Drainage fee: \$4.00 per customer per month.

a) *Based on winter water use average.

a) **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

1) Water allocation surcharges for stage 6 response:

a) Single-family residential customers:

- i) \$10.00 for the first 1,000 gallons over allocation.
- ii) \$15.00 for the second 1,000 gallons over allocation.
- iii) \$20.00 for the third 1,000 gallons over allocation.
- iv) \$25.00 for each additional 1,000 gallons over allocation.

b) Master-metered multifamily residential customers:

- i) \$10.00 for 1,000 gallons over allocation up through 1,000 gallons for each dwelling unit.
- ii) \$15.00 thereafter for each additional 1,000 gallons over allocation up through a second 1,000 gallons for each dwelling unit.
- iii) \$20.00 thereafter for each additional 1,000 gallons over allocation up through a third 1,000 gallons for each dwelling unit.
- iv) \$25.00 thereafter for each additional 1,000 gallons over allocation.

c) Commercial customers:

- i) Customers whose allocation is 0 gallons through 3,000 gallons per month:
 - (1) \$10.00 per thousand gallons for the first 1,000 gallons over allocation.
 - (2) \$15.00 per thousand gallons for the second 1,000 gallons over allocation.
 - (3) \$20.00 per thousand gallons for the third 1,000 gallons over allocation.
 - (4) \$25.00 per thousand gallons for each additional 1,000 gallons over allocation.
- ii) Customers whose allocation is 3,000 gallons per month or more:
 - (1) 3 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent

above allocation.

- (2) 5 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.
- (3) 7 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.
- (4) 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.

d) Industrial customers:

i) Customers whose allocation is 0 gallons through 3,000 gallons per month:

- (1) \$10.00 per thousand gallons for the first 1,000 gallons over allocation.
- (2) \$15.00 per thousand gallons for the second 1,000 gallons over allocation.
- (3) \$20.00 per thousand gallons for the third 1,000 gallons over allocation.
- (4) \$25.00 per thousand gallons for each additional 1,000 gallons over allocation.

ii) Customers whose allocation is 3,000 gallons per month or more:

- (1) 3 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.
- (2) 5 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.
- (3) 7 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.
- (4) 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.

- 2) 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 Alcoholic beverage permit and license

Beginning January 1, 2022 there are no permit and license fees.

Sec. A6.002 Peddlers, solicitors, distributors, itinerant vendors and mobile street vendors

- 1) Peddler/solicitor: \$25.00 for each person permitted.
- 2) Distributor: \$25.00 for each person or group of persons.
- 3) Itinerant vendors/mobile street vendors:
 - a) 14-day permit: \$25.00 fee.
 - b) 30-day permit: \$35.00 fee.
 - c) 90-day permit: \$75.00 fee.
 - d) 180-day permit: \$100.00 fee.

ARTICLE A7.000 LIBRARY

- 1) Library cards:
 - a) Nonresident:
 - i) Family: No family cards.
 - ii) 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.
 - b) Replacement:
 - i) For 1st replacement: \$1.00.
 - ii) All additional replacement cards: \$5.00.
- 2) Copy/print and fax:
 - a) Black and white, per impression: \$0.10.
 - b) Color, per impression: \$0.25.
 - c) 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.
- 3) Fines and fees:

Lost or damaged book fee: Cost of book
- 4) Interlibrary loan: Cost of return postage.

ARTICLE A8.000 MISCELLANEOUS FEES

- 1) Special events permit application fee: \$50.00.
- 2) Street closure permit application fee: \$25.00.
- 3) Fireworks display permit application fee: \$40.00.
- 4) Film application fee: \$500.00.
 - a) Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area: \$500.00 per day.
 - b) Partial, nondisruptive use of a public building, park, right-of-way, or public area: \$250.00 per day.
 - c) Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking: \$50.00 per block per day.
 - d) 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.
 - e) 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.

5) Brush collection by city after storm:

- a) Minimum: \$15.00.
- b) Additional time in increments of five minutes: \$5.00.

6) Returned check fee (for any city payment): \$30.00.

7) Credit card processing fee, per transaction: Processing fee of 4.25% of the charge amount per transaction.

8) Certified copies:

- a) Standard or legal-size paper copies of city records: \$1.00 per page.
- b) Specialty paper and oversized paper copies of city records: Actual cost of copies plus \$1.00 per page.

9) Notary services: \$6.00/notary, or in accordance with section 406.024 of the Government Code.

(Ordinance O-2021-056 adopted 9/16/21)

**ATTACHMENT “A”
ARTICLE 18.03**

**DIVISION 1.
Generally**

§ 18.03.001. Title; policy; purpose.

- (a) This article may be known and cited as the right-of-way management ordinance for the city.
- (b) The purposes and findings of this ~~Article~~article are as follows: To protect the health, safety, and welfare of the public during the installation, operation, and maintenance of facilities by ~~public-service-provider~~Public Service Providers (defined in section 18.03.004);
- (1) To govern and monitor the orderly use of the public right-of-way;
 - (2) To provide for enforcement;
 - (3) To provide a penalty for violation of any provisions of this ~~Article~~article;
 - (4) To provide for the registration of ~~public-service-provider~~Public Service Providers with facilities in the public right-of-way;
 - (5) To provide insurance requirements for construction in the public right-of-way;
 - (6) To provide permit requirements and procedures for construction in the public right-of-way;
 - (7) To provide for maintenance and repair of the public right-of-way and of facilities located in the public right-of-way;
 - (8) To provide for emergency activities in the public right-of-way;
 - (9) To provide for coordination with public improvements;
 - (10) To regulate the installation of utility structures; and
 - (11) To provide an effective date.

(Ordinance O-2021-034 adopted 6/3/21)

§ 18.03.002. Construction; governing law; venue.

- (a) This article shall be construed under and in accordance with the laws of the state and the city charter and city code to the extent that such charter and codes are not in conflict with or in violation of the Constitution and laws of the United States or the state.
- (b) All provisions of this article shall apply to all persons involved with the public right-of-way, all work performed therein, any facilities maintained therein or any other matter as applicable.

(Ordinance O-2021-034 adopted 6/3/21)

§ 18.03.003. Scope.

This article shall be effective within the geographical limits of the city, including any areas subsequently annexed by the city.
(Ordinance O-2021-034 adopted 6/3/21)

§ 18.03.004. **Definitions.**

The definitions in this section apply to all of this article **18.03**.

Abandon and its derivatives.—The facilities installed in the public right-of-way (including by way of example but not limited to: poles, wires, conduit, manholes, handholes, cuts, network nodes and node support poles, or portion thereof or 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 that have been left by provider in an unused or non-functioning condition for more than one hundred twenty (120) consecutive calendar days unless, after notice to provider, provider has established to the reasonable satisfaction of the city that the applicable facilities, or portion thereof, is still in active use.

Access line.—(1) Unless the commission adopts a different definition under section 283.003, a unit of measurement representing: (A) each switched transmission path of the transmission media that is physically within a public right-of-way extended to the end-use customer's premises within the municipality, that allows the delivery of local exchange telephone services within a municipality, and that is provided by means of owned facilities, unbundled network elements or leased facilities, or resale; (B) each termination point or points of a nonswitched telephone or other circuit consisting of transmission media located within a public right-of-way connecting specific locations identified by, and provided to, the end-use customer for delivery of nonswitched telecommunications services within the municipality; or (C) each switched transmission path within a public right-of-way used to provide central office-based PBX-type services for systems of any number of stations within the municipality, and in that instance, one (1) path shall be counted for every ten (10) stations served; and (2) may not be construed to include interoffice transport or other transmission media that do not terminate at an end-use customer's premises or to permit duplicate or multiple assessment of access line rates on the provision of a single service.

Ancillary. Secondary, supporting, or subordinate.

Antenna. Communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

Applicable codes.

- (1) Uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization as adopted by the City; and
- (2) Local amendments to those codes as adopted by the City to the extent not inconsistent with this article.

Applicant. a person submitting an application or proposal to the city for a license, franchise, permit or notice to install facilities or equipment or work in the public right-of-way.

Application or proposal are synonymous for the purposes of this article. An “application” or “proposal.” The process by which the applicant submits a request and indicates a desire to be granted a license, permit or franchise for all, or a part, of the city. An “application” or “proposal” includes all written documentation, and official statements and representations, in whatever form, made by an applicant to the city.

Assignment of an authorization or transfer of an authorization. Any transaction or action which effectively or actually transfers the authorization or franchise or changes operational or managerial control from one (1) person or entity to another.

Authorization or License Agreement to use the right-of-way. A negotiated privilege pursuant to License Agreement between the city in its discretion and a person, allowing a person to occupy any portion of a street, public right-of-way, or easement owned or controlled by the city, and may be for a limited period of time or for a specific purpose.

Certificated telecommunications provider. A person who has been issued a certificate of convenience and necessity, certificate of operating authority, or service provider certificate of operating authority by the commission to offer local exchange telephone service or a person who provides voice service.

City. The City of Hutto, Texas or its lawful successor, and includes the Hutto City Council.

City council or council/franchising authority. The city council for the Hutto, Texas or its lawful successor, which is the governing body for the city.

City manager. The Hutto City Manager, or designee.

Collocate and collocation. The installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.

- (1) The installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pre-existing pole or structure; and
- (2) Modifying a structure for the purpose of mounting or installing an antenna facility on that structure.

Commission. The Public Utility Commission of Texas.

Communications network. A component or facility that is, wholly or partly, physically located within a public right-of-way and that is used to provide video programming, cable, voice, or data services.

Conform. To remove, alter, change, relocate, or adapt the underground or overhead facilities of a ~~public service provider~~ Public Service Provider in the public right-of-way in advance of proposed public improvements financed by the City.

Consumer price index. The annual revised consumer price index for all urban consumers for the state, as published by the Federal Bureau of Labor Statistics.

Concealment or camouflaged. Any wireless facility or pole that is covered, painted, disguised, or blended in-to its environment or otherwise hidden or kept from sight such that the wireless facility

blends into the surrounding environment and is visually unobtrusive. A concealed or camouflaged wireless facility or pole also includes any wireless facility or pole conforming to the surrounding area in which the wireless facility or pole is located and may include, but is not limited to hidden beneath a façade, blended with surrounding area design, painted to match the supporting area, or disguised with artificial tree branches.

Construction. Any of the following activities performed by any person within a public right-of-way:

- (1) Installation, excavation, laying, placement, repair, upgrade, maintenance, or relocation of facilities or other improvements, whether temporary or permanent.
- (2) Modification or alteration to any surface, subsurface, or aerial space within the public right-of-way.
- (3) Performance, restoration, or repair of pavement cuts or excavations.
Other construction work approved in the permit for construction in the public right of way.

County. Williamson County, Texas.

DAS or distributed antenna system. Shall be included as a type of network node and have the same meaning as “network node.”

Decorative pole. A streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal codes.

Design district. An area that is zoned, or otherwise designated by municipal code, and for which the city maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

Disaster emergency or disaster or emergency. An imminent, impending, or actual natural or humanly induced situation wherein the health, safety, or welfare of the residents of the city is threatened, and includes, but is not limited to any declaration of emergency by city, state or federal governmental authorities.

Easement. Refers to or shall include any public easement or other compatible use, whether created by dedication or by the other means, for uses which include public utility purposes or any other purpose whatsoever. “Easement” may include a private easement used for the provision of utilities, depending upon usage.

Emergency Activity. Circumstances requiring immediate construction or operations by a ~~public service provider~~Public Service Provider to:

- (1) prevent imminent damage or injury to the health or safety of any person or to the public right-of-way;
- (2) restore service; or
- (3) prevent the immediate loss of service.

Excavation. The removal of dirt, fill, or other material in the public right-of-way including, but not limited to, the methods of open trenching, boring, tunneling, vacuuming, or jacking.

Facilities. Includes, but is not limited to, the plant, equipment, buildings, structures, poles, wires, cables, lines, conduit, mains, pipes, vaults, and appurtenances of a ~~public-service provider~~Public Service Provider located within the public right-of-way and includes property owned, operated, leased, licensed, used, controlled, or supplied for, by, or in connection with the business of the ~~public-service-provider~~Public Service Provider.

FCC or Federal Communications Commission. The Federal Administrative Agency, or lawful successor, authorized to oversee cable television and other multi-channel regulation on a national level.

Fiber cable or fiber optic cable. A form of communication transmission that uses light to send data, high quality video and sound.

Franchise or franchise agreement. The initial authorization, or subsequent renewal granted by the city in order for a person to construct, operate, and maintain a system in all, or part, of the city public right-of-way.

Franchise expiration. The date of expiration, or the end of the term of a franchise, permit or license agreement.

Franchise fee. The user fee or charge that the city requires as payment for using the streets, public rights-of-way, public ways, and easements of the city.

Gross receipts. Any and all compensation which is derived from the operation of the system, and which is attributable to the systems operations within the city as allowed by law.

Highway right-of-way. Right-of-way adjacent to a state or federal highway.

Historic district. An area that is zoned or otherwise designated as a historic district under municipal, state, or federal law.

Law. Common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance

Local. Within the geographical boundaries of the City of Hutto, Texas.

Local exchange telephone service. Has the meaning assigned by section 51.002, Utilities Code.

Mayor. The mayor for the City of Hutto, Texas.

Macro tower.

- (1) A guyed or self-supported pole or monopole greater than the height parameters prescribed by section 284.103 and that supports or is capable of supporting antennas; and
- (2) A facility requiring antenna structure registration under FCC regulations.

Micro network node. A network node that is not larger in dimension than twenty-four (24) inches in length, fifteen (15) inches in width, and twelve (12) inches in height, and that has an exterior antenna, if any, not longer than eleven (11) inches.

Municipally owned utility pole. A utility pole owned or operated by a municipally owned utility, as defined by section 11.003, Utilities Code, and located in a public right-of-way.

Municipal park. An area that is zoned or otherwise designated by municipal code as a public park for the purpose of recreational activity, and includes the various properties under the direction, control and supervision of the city's director of parks and recreation department pursuant to the authority granted by city council and the City Code of Ordinances.

MUTCD. Manual of Uniform Traffic-Control Devices.

Network node. Equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:

(1) Includes:

- (A) Equipment associated with wireless communications;
- (B) A radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration;
- (C) Coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and
- (D) Small wireless facilities as defined in 47 CFR section 1.6002(1); and

(2) Does not include:

- (A) An electric generator;
- (B) A pole; or
- (C) A macro tower.

Network provider.

- (1) A wireless service provider; or
- (2) A person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider:
 - (A) Network nodes; or
 - (B) Node support poles or any other structure that supports or is capable of supporting a network node.

Node support pole. A pole as defined by ~~Article~~[Article](#) 284 of the Texas Local Government Code.

Park. Has the same meaning as "municipal park."

Pavement Cut. A cut made into the paved surface of the public right-of-way.

Permit, includes Right-of-Way Permit. A document issued by the city authorizing installation, removal, modification and other work for equipment or facilities in accordance with the approved plans and specifications.

Permittee. The person applying for or receiving a permit to perform construction within the City's public right-of-way under the terms and conditions of this ~~Article~~ article. The term includes any officer, director, partner, manager, superintendent, or other authorized person exercising control over or on behalf of the ~~public service provider~~ Public Service Provider.

Person. Any individual, corporation, business, trust, estate, trust, partnership, association of two (2) or more persons having a joint common interest, governmental agency, or other legal entity, including the city.

Pole. A service pole, municipally owned pole, node support pole, or other utility pole, and shall include network node support pole.

Provider. Has the same meaning as "network provider."

PROWAG. Public right-of-way accessibility guidelines.

Public right-of-way management ordinance. This ~~Article~~ article **18.03** of the City of Hutto Code of Ordinances.

Right-of-way, public way or public right-of-way or public rights-of-way or rights-of-way. The surface of, and the space above and below a public street, road, highway, freeway, land, path, public way or place, alley, court, boulevard, parkway, drive, or other easement now or hereafter held by the city (including any street, as defined, which is acquired by eminent domain) for the purpose of public travel and shall include other easements or public rights-of-way now or hereafter held by the city (including any easements or rights-of-way acquired by eminent domain) which shall, with their proper use and meaning, entitle the city or utility provider, with proper authorization, to use thereof for the purpose of installing or transmitting utilities over poles, wires, cable, conductors, ducts, conduits, viaducts, manholes, amplifiers, appliances, attachments, and other property as may ordinarily be necessary. The term does not include a private easement or the airwaves above a public right-of-way with regard to wireless telecommunications.

Public Right-Of-Way Permitting and Construction Manual. The manual adopted by the City of Hutto that contains engineering, technical, and other special criteria and standards for permitting and construction within the public right-of-way.

Public Service Provider. Any energy delivery or transport company, telecommunications company, cable company, water utility, storm water utility, or wastewater utility, including any entity engaging in construction pursuant to a franchise agreement or license agreement with the City. Network providers are included in this definition for all purposes except for provisions outlined in section 18.03.101(f). The City, or any person working on behalf of the City under contract, is not included in this definition.

Service pole. A pole, other than a municipally owned utility pole, owned or operated by a municipality and located in a public right-of-way, including:

- (1) A pole that supports traffic-control functions;

- (2) A structure for signage;
- (3) A pole that supports lighting, other than a decorative pole; and
- (4) A pole or similar structure owned or operated by a municipality and supporting only network nodes.

Small cell. Shall be included as a type of network node and have the same meaning as “network node.”

-State. The State of Texas.

Street. Only the portion of the public right-of-way with a specially prepared surface used for vehicular travel, which surface may be concrete, blacktop or other material commonly used to prepare a surface for vehicular travel, and is limited to the area between the inside of the curb (when there is a curb) to the inside of the opposite curb, and does not include the curb area or the area between the two (2) parallel edges of the surface used for vehicular travel where there is no curb. A street is generally part of, but less than, or smaller in width than, the size or width of the public right-of-way. Public right-of-way includes the sidewalks and utility easements and street does not include a sidewalk or utility easement. A street does not include the curb, sidewalk or ditch, if any or present either at time of permitting or if added later.

Spoils or Excavated Material. Construction waste, construction supplies, or excavated dirt, fill, or other similar material that is stored or placed upon the surface of a public right-of-way.

SWPPP. Stormwater pollution prevention plan.

TAS. Texas Accessibility Standards.

Thoroughfare. Shall have the same meaning as “street.”

Traffic signal. Any device, whether manually, electrically, or mechanically operated by which traffic is alternately directed to stop and to proceed.

Transport facility. Each transmission path physically within public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes. U.S.C. United States Code.

Underground district or underground requirement area or underground area. An area where poles, overhead wires, and associated overhead or above ground structures have been removed and buried or have been approved for burial underground pursuant to municipal ordinances, zoning regulations, state law, private deed restrictions, or other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way.

User. A person or organization that owns, places or uses facilities occupying the whole or a part of a public street or right-of-way, depending on the context.

Utility pole or Structure. A pole that provides:

- (1) electric distribution with a voltage rating of not more than 34.5 kilovolts;

- (2) services of a telecommunications provider, as defined by section 51.002 of the Texas Utilities Code; or
- (3) any above or below ground manhole, hand hole, vault, cabinet, or any other appurtenance other than a pole or device attached to a pole which is owned or used by a ~~public-service provider~~Public Service Provider. The phrase does not include devices or structures used to control or direct pedestrian or vehicular traffic on an adjacent roadway.

Visibility Triangle. A triangle sight area at an intersection of two streets or driveways as shown in the City's Design Criteria Manual, as amended.

Voice service. Voice communications services provided through wireline facilities located at least in part in the public right-of-way, without regard to the delivery technology, including Internet protocol technology. The term does not include voice service provided by a commercial mobile service provider as defined by 47 U.S.C. section 332(d).

Wireless service. Any service, using licensed or unlicensed wireless spectrum, including the use of wi-fi, whether at a fixed location or mobile, provided to the public using a network node.

Wireless service provider. A person that provides wireless service to the public.

Wireless facilities. "micro network nodes," "network nodes," and "node support poles" as defined in Texas Local Government Code ~~Article~~article 284, and "small wireless facilities" as defined in 47 CFR section 1.6002(1).
(Ordinance O-2021-034 adopted 6/3/21)

§ 18.03.005. Authority; Enforcement.

(a) Authority

- (1) The ~~city-manager~~City Manager is authorized to administer and enforce the provisions of this ~~Article~~article, and the Public Right-of-Way Permitting and Construction Manual approved by the City.
- (2) The ~~city-manager~~City Manager is authorized to enter a construction site for which a permit is granted under this ordinance for purposes of inspection to determine compliance with the permit and this ordinance.)
- (3) The ~~city-manager~~City Manager is authorized to request from the ~~public-service provider~~Public Service Provider plans of record that show its facilities existing in the public right-of-way as of the date of the request. The ~~public-service provider~~Public Service Provider shall provide the requested plans of record within 90 days of the request, or alternate schedule as agreed to by both parties, to the extent such records are available. Public release of such records shall be in accordance with the Public Information Act as found in V.T.C.A., Government Code, ~~Article~~article 552.
- (4) If the release of the location of any utility, including water and sewer, or of plans of record submitted under this subsection would jeopardize public safety, the information shall be considered confidential. In addition, if plans of record submitted under this subsection include information expressly designated by the ~~public-service provider~~Public Service Provider as a trade secret or other confidential information

protected from disclosure by state law, the City shall not disclose that information to the public without the consent of the ~~public service provider~~ **Public Service Provider**, unless otherwise compelled by an opinion of the attorney general pursuant to the Texas Public Information Act, as amended, or by a court having jurisdiction of the matter pursuant to applicable law. This subsection may not be construed to authorize a ~~public service provider~~ **Public Service Provider** to designate all matters in its plans of record as confidential or as trade secrets.

(b) Enforcement

(1) A person commits an offense if they:

- A. perform, authorize, direct, or supervise construction without a valid permit issued under this ~~Article~~ **article**;
- B. fail to comply with restrictions or requirements of a permit issued under this ~~Article~~ **article**;
- C. fail to comply with a lawful order or regulation issued pursuant to this ~~Article~~ **article**; or violate any other provision of this ~~Article~~ **article**.

(2) A person commits an offense if, in connection with the performance of construction in the public right-of-way, they:

- ~~A. A~~ — damage the public right-of-way beyond what is incidental or necessary to the performance of the construction;
- ~~B.~~ damage public or private facilities within the public right-of-way;
- ~~C.~~ fail to immediately clear debris associated with the construction from a public right-of-way after construction is completed; or
- ~~D.~~ fail to stabilize any disturbed area from erosion within 14 days after construction is completed, unless an alternative timeframe is approved by the City.

§ 18.03.006. **Penalties; Culpable Mental State.**

(a) Any violation of this ~~Article~~ **article** is an offense that is considered a class C misdemeanor and each day the violation continues shall be a separate offense.

(b); ~~a~~ ~~An~~ offense under this ~~Article~~ **article** shall be punishable by a fine not to exceed Five Hundred Dollars (\$500.00).

(c) If the definition of an offense under this ~~Article~~ **article** does not prescribe a culpable mental state, then a culpable mental state is not required. Although not required, if a culpable mental state is in fact alleged in the charge of an offense under ~~Subsection-subsection (Bb)~~ (3), such offense shall be punishable by a fine of not less than Five Hundred Dollars (\$500.00) and not to exceed Two Thousand Dollars (\$2,000.00).

(d) The city may institute all appropriate legal action to prohibit any person from knowingly using the public rights-of-way unless the person has complied with the terms of this article.

-(e) This ~~Article~~article may be enforced by a civil court action in accordance with state or federal law, in addition to any other remedies, civil or criminal, the City has for a violation of this ~~Article~~article.

(f) If a permittee has been convicted of an offense under this ~~Article~~article in municipal court, additional permits from the ~~public service provider~~Public Service Provider may be denied until the offense has been corrected and any direct or indirect costs incurred by the City have been reimbursed. The permittee shall not be granted any additional permits until the offense has been corrected and any direct or indirect costs incurred by the City have been reimbursed unless an exception has been granted by the City due to special circumstances.

(~~eg~~) This article shall not be construed as imposing upon the city or any official or employee any liability or responsibility for damages to any person injured by the performance of any work for which a permit is issued hereunder, nor shall the city or any official or employee thereof be deemed to have assumed any such liability or responsibility by reason of inspections authorized hereunder, the issuance of any permit or the approval of any work.

(Ordinance O-2021-034 adopted 6/3/21)

DIVISION 2.
Right-of-Way Management

§ 18.03.007. **Right-of-way construction.**

No person shall commence or continue with the construction, installation or operation of facilities within the public right-of-way in the city except as provided by the ordinances of the city and the directives of the ~~city manager~~City Manager. All construction activity in city right-of-way will be in accordance with this article.

§ 18.03.008. **Authorization, Registration Compensation and fees.**

(a) Registration.

All ~~public service provider~~Public Service Providers with existing facilities within the public right-of-way who are not already registered with the city, must register with the City within thirty (30) days of the effective date of any amendments to the registration requirements of this ~~Article~~article. All ~~public service provider~~Public Service Providers shall register each year by the anniversary of the first registration following any amendment to this ~~Article~~article as provided by this ~~s~~Section. Any ~~public service provider~~Public Service Provider who does not have existing facilities within the public right-of-way and who wishes to install new facilities must first register with the City. Registration shall be in accordance with the following requirements:

- (1) Prior to registration, a ~~public service provider~~Public Service Provider must have authorization to place facilities within the public right-of-way through either a franchise, franchise ordinance approved by the City Council, or license agreement with the City; certification by the Texas Public Utilities Commission as a Certificated Telecommunications Provider under ~~Article~~article 283 of the Texas Local Government Code; a state issued cable franchise under ~~Article~~article 66 of the Texas Utilities Code; or other legal authority. Registration shall otherwise be denied.
- (2) The registration must be on a form furnished by the City and made in the name of the ~~public service provider~~Public Service Provider that owns the facilities. The form must be filled out completely and accurately. Any omissions or inaccuracies on the form may be cause for denial of the registration at the City's discretion.
- (3) If information provided as part of the registration changes, the ~~public service provider~~Public Service Provider must inform the City in writing not more than 30 days after the date the change occurs.
- (4) The ~~public service provider~~Public Service Provider shall include the following with the

registration:

(A) The name of the ~~public-service provider~~Public Service Provider using the public right-of-way, including any business name, assumed name, or trade name the ~~public-service provider~~Public Service Provider operates under, or has operated under within the past 5 years.

(B) A copy of the document or other legal authority authorizing the ~~public-service provider~~Public Service Provider to use the public right-of-way such as a franchise, a franchise ordinance issued by the City, or license issued by the City, or any state issued certification or franchise.

(C) The name and mailing address of the officer or agent designated as the person authorized to receive service of process on behalf of the ~~public-service provider~~Public Service Provider.

(D) The ~~public-service provider~~Public Service Provider must provide proof of insurance and appropriate bonds. The requirements for insurance and bonds are provided below.

(E). Insurance.

~~(i) Prior to the construction in the public right-of-way, the~~ (i) Prior to construction in the public right-of-way, the ~~public-service provider~~Public Service Provider must provide, and users must maintain, acceptable proof of liability insurance in the total amount listed below, or other provisions as acceptable to the ~~city-manager~~City Manager. The city reserves the right to review the insurance requirements and to reasonably adjust insurance coverage and limits when the ~~city-manager~~City Manager determines that changes in statutory law, court decisions, or the claims history of the industry or the applicant or user require adjustment of the coverage. Certificates issued pursuant to Texas Utilities Code ~~s~~Section 53.064 of self-insurance must be reviewed and approved by the ~~city-manager~~City Manager. Proof of existing insurance shall comply with the following requirements:

Workers' Compensation and Employer's Liability Insurance

Workers' Compensation	Statutory Limit
Employer's Liability	\$1,000,000 Each Accident
	\$1,000,000 Disease-Each Employee
	\$1,000,000 Disease-Policy Limit

Liability Insurance

Commercial General Liability	\$1,000,000 Per Occurrence/
(No standard coverages are to be excluded by endorsement. XCU and contractual liability are not to be excluded.)	\$2,000,000 Aggregate

Automobile Liability Insurance

Commercial Auto Liability \$1,000,000 Combined Single Limit
(including coverage for owned,
hired, and non-owned autos)

Umbrella Liability

(Following Form and Drop \$5,000,000 Each Occurrence
Down Provisions Included)

Any combination of underlying coverages providing equal or better liability limits is acceptable.

- (ii) In addition to the above requirements, the insurance shall:
- A. be written with The City as an additional insured except on Workers Compensation and Employer's Liability Insurance, and on the General Liability policy, the City shall be named as additional insured for ongoing operations as well as completed operations.
 - B. be written through companies duly authorized to transact that class of insurance in the State of Texas. Insurance is to be placed with insurers with a Best Rating of no less than A:VIII.
 - C. waive subrogation rights for loss or damage so that insurers have no right to recovery or subrogation against The City. It being the intention that the required insurance policies shall protect all parties and be primary coverage for all losses covered by the policies.
 - D. provide that notice of claims shall be provided to the City by certified mail.
- (iii) The coverage must be on an "occurrence" basis and must include coverage for personal injury, contractual liability, premises liability, medical damages, underground, explosion and collapse hazards.
- (iv) Each policy must include a cancellation provision in which the insurance company is required to notify the city in writing not fewer than thirty (30) days before canceling, failing to renew, or reducing policy limits and ten (10) days' notice of cancellation for nonpayment of premium.
- (v) The applicant shall file the required original certificate of insurance prior to any commencement of work. The certificate shall state the policy number; name of the insurance company; name and address of the agent or authorized representative of the insurance company; name, address and telephone number of insured; policy expiration date; and specific coverage amounts. The city may accept a certificate of insurance or the city may require another form of legally binding proof of insurance.

- (vi) An insurer has no right of recovery against the city. The required insurance policies shall protect the person and the city. The insurance shall be primary coverage for losses covered by the policies.
- (vii) The policy clause “other insurance” shall not apply to the city if the city is an additional insured under the policy.

(F) Bonds.

- (i) Each year, the ~~public service provider~~Public Service Provider shall, without cost to the City, provide Performance, Payment and Maintenance Bonds for the construction work anticipated to be performed in the public rights-of-way in the upcoming year. Each bond shall be in the amount of the estimated costs to restore the public rights-of-way for the work anticipated to be done in that year. The Performance Bond shall be conditioned upon the faithful performance of the work in the public rights-of-way. The Payment Bond shall be conditioned upon payment of all persons supplying labor or furnishing materials for said work. The Maintenance Bond shall guarantee the work for two years from the date of its completion. Each bond shall be executed by a surety company authorized to do business in the State of Texas and acceptable to the City.
- (ii) The above requirements may be met by utilities with a current franchise or license if their current franchise or license adequately provides for insurance or bonds or provides an indemnity in favor of the city.

(G) Indemnity.

- (i) **EACH PERSON PLACING FACILITIES IN THE PUBLIC RIGHT-OF- WAY SHALL PROMPTLY DEFEND, INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL DAMAGES, COSTS, LOSSES OR EXPENSES:**
 - A. FOR THE REPAIR, REPLACEMENT, OR RESTORATION OF CITY’S PROPERTY, EQUIPMENT, MATERIALS, STRUCTURES, AND FACILITIES WHICH ARE DAMAGED, DESTROYED OR FOUND TO BE DEFECTIVE AS A RESULT OF THE PERSON’S ACTS OR OMISSIONS; AND**
 - B. FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, CAUSES OF ACTION, AND JUDGMENTS FOR:**
 - 1. DAMAGE TO OR LOSS OF THE PROPERTY OF ANY PERSON (INCLUDING, BUT NOT LIMITED TO, THE PERSON, ITS AGENTS, OFFICERS, EMPLOYEES AND SUBCONTRACTORS, CITY’S AGENTS, OFFICERS AND EMPLOYEES, AND THIRD PARTIES); AND/OR**

2. DEATH, BODILY INJURY, ILLNESS, DISEASE, LOSS OF SERVICES, OR LOSS OF INCOME OR WAGES TO ANY PERSON (INCLUDING, BUT NOT LIMITED TO, THE AGENTS, OFFICERS AND EMPLOYEES OF THE PERSON, PERSON'S SUBCONTRACTORS AND CITY, AND THIRD PARTIES), ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE NEGLIGENT OR WILLFUL ACT OR OMISSIONS OF THE PERSON, ITS AGENTS, EMPLOYEES, AND/OR SUBCONTRACTORS, IN THE PERFORMANCE OF ACTIVITIES PURSUANT TO THIS ORDINANCE.
- (ii) THIS INDEMNITY PROVISION SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF THE CITY, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS.
 - (iii) THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY PERSON OR ENTITY.
 - (iv) A PERMITTEE WHO IS A CERTIFICATED TELECOMMUNICATIONS PROVIDER AS DEFINED IN ARTICLE 283, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, SHALL GIVE THE CITY THE INDEMNITY PROVIDED IN SECTION 283.057, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED. A PERMITTEE WHO IS A NETWORK PROVIDER AS DEFINED IN ARTICLE 284, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, SHALL GIVE THE CITY THE INDEMNITY PROVIDED IN SECTION 284.302, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED.
 - (v) This section (G), Indemnity, is not applicable to certificated telecommunications providers or network providers under Texas Local Government ~~Article~~articles 283 and 284, respectively. Certificated telecommunications providers shall indemnify the City pursuant to ~~Article~~article 283 of the Texas Local Government Code, as amended. Network providers shall indemnify the City pursuant to ~~Article~~article 284 of the Texas Local Government Code, as amended.
 - (vi) This indemnity provision shall not apply to any liability resulting from the gross negligence of the city, its officers, employees, agents, contractors, or subcontractors.
 - (vii) The provisions of this indemnity are solely for the benefit of the city and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
 - (viii) The above requirements may be met by utilities with a current franchise or license if

their current franchise or license adequately provides for insurance or bonds or provides an indemnity in favor of the city.

(H) Request for Waiver. A ~~public-service provider~~Public Service Provider may submit a written request for a waiver from the above-referenced bonding requirements.

- (i) The request shall set forth in detail the ~~public-service provider~~Public Service Provider's performance history in the City demonstrating a record of at least four year's performance of work in the public right-of-way free of currently unsatisfied claims for damage to the public right-of-way.
- (ii) Within 30 calendar days of receipt of a written request for a waiver, the City shall grant a waiver to the bonding requirements upon a finding that the ~~public-service provider~~Public Service Provider has demonstrated a record of at least four year's performance of work in the public right-of-way free of currently unsatisfied claims for damage to the public right-of-way.
- (iii) The waiver for bonding requirements may be revoked by the City based upon the performance of work within the public right-of-way by the ~~public-service provider~~Public Service Provider or its contractor.
- (iv) As an alternative to the Maintenance Bond requirements under ~~s~~Subsection (F), a ~~public-service provider~~Public Service Provider may provide funds in escrow or a letter of credit acceptable to the City.
- (v) As an alternative to the ~~public-service provider~~Public Service Provider providing Performance, Payment, and Maintenance Bonds under ~~s~~Subsection (F), a ~~public-service provider~~Public Service Provider's contractor may provide the required Performance, Payment, and Maintenance Bonds if those bonds comply with this ~~Article~~article and are acceptable to the City.

(I) Existing Franchise or License.

The requirements for Insurance and Bonding may be met by ~~P~~public ~~S~~service ~~P~~providers with a current franchise, a franchise ordinance issued by the City, or license if their current franchise or license adequately provides for insurance and bonds and provides an indemnity in favor of the City.

(b) Authorization.

- (1) Municipal authorization or License Agreement shall be required, except when clearly preempted by state law. Nothing in this ordinance shall be considered to grant authorization to any user. When any state law authorizing right-of-way use is struck down, pre-empted, declared to be invalid or void, in whole or in part, the user relying upon said law for authorization shall seek separate authorization or shall cease using the right-of-way.

- (2) When municipal authorization or agreement is required, permit for construction work may not be submitted until said authorization or agreement is obtained.
 - (3) Municipal authorization does not extend to the use of any property or facilities other than the right-of-way.
 - (4) This article does not constitute or create authority to place, reconstruct, or alter facilities in, on, or over the public rights-of-way, and said authority must be obtained by separate instrument in accordance with this section or by operation of other laws.
- (c) Compensation and fees.
- (1) Municipal right-of-way use shall be compensated as required by the state constitution, state law, franchise, license or other agreement.
 - (2) The city may structure due dates on payments in such a manner so as to be administratively efficient.
 - (3) Application fees, as allowed by state law, for work or installations in the public right-of-way shall be the fees set by the city council. Such fees may be set by ordinance, resolution, in the budget or by any other lawful means.
 - (4) Failure to pay application fees, or failure of any payment to properly process shall result in the denial or ~~withdraw~~withdrawal of a permit.

(Ordinance O-2021-034 adopted 6/3/21)

(d) Right-of-Way Permit. Only authorized representatives of a Public Service Provider may submit a right-of-way permit application on behalf of the Public Service Provider. Each year by ~~March 3~~January 1st, all Public Service Providers shall provide the City with a current list of authorized contractors who may submit permit applications on their behalf. A person shall not perform any construction, except for an emergency activity or for those activities described in ~~Section sections 5.03~~18.03.009 and 18.03.014 below, within a public right-of-way without first obtaining a permit from the City prior to the start of construction. A person who undertakes any work outside of the public right-of-way that will cut, break, or otherwise damage the public right-of-way shall also obtain a permit.

- (1) Registration Required. Prior to obtaining a permit, the ~~P~~public ~~S~~service ~~P~~provider must be registered with the City. All authorized contractors of a Public Service Provider must be registered.
- (2) Exception. A permit is not required if the activity in the public right-of-way consists exclusively of:
 - (A) routine maintenance or repair of facilities that does not involve any of the following: the cutting or breaking of pavement; the closure of a traffic lane for longer than 24 hours; boring; or excavation greater than 100 cubic feet; or

(B) a connection of real property to a utility service on the same side of the public right-of-way, if the connection does not require a pavement cut in the public right-of-way; or

(C) the replacement of a single damaged pole when all work is within ten feet of the damaged pole; or

(D) installation of aerial lines on existing poles.

(e) Right-of-Way Permit Requirements. The following procedures and requirements govern the application for and issuance of a permit to perform construction within the public right-of-way:

(1) A permit application must be made in writing on a form obtained from the City. The application must be signed and submitted by the permittee on behalf of the owner of the facility for which the permit is requested. The application for permit must be filled out completely and accurately. Any omissions or inaccuracies on the form may be cause for denial of the permit at the City's discretion.

(2) A permit application must be submitted to the City in accordance with the timeframes specified in the Public Right-of-Way Permitting and Construction Manual.

(3) The City shall state on the permit any reasonable additional restrictions or requirements determined necessary. These additional restrictions or requirements shall be considered a part of the permitted activity.

(4) The permittee shall, as an express condition of the permit, comply in all respects with the requirements prescribed for the permitted activity in the Public Right-of-Way Permitting and Construction Manual and with all other Hutto ordinances and state or federal laws or regulations affecting the permitted activity.

(5) The permit application must include submittal of construction plan drawings. The plans must conform to the standards set forth in the Public Right-of-Way Permitting and Construction Manual and with all other Hutto ordinances, specifically ~~§~~section 18.03.009(c), and state or federal laws or regulations affecting the permitted activity. When required by the Texas Engineering Practice Act, as amended, the plans must be sealed by a professional engineer licensed to practice in the State of Texas.

(6) Reimbursement of Costs

(A) The permittee shall, as an express condition of the permit, reimburse the City for the actual direct and indirect costs associated with the permit, unless the Hutto Code of Ordinances, a franchise ordinance, or agreement with the City provides otherwise. Reimbursement to the City shall be made within thirty (30) calendar days of the receipt of an invoice from the City.

(B) Reimbursement does not apply to a permittee when state law, the Hutto Code of Ordinances, a franchise ordinance, or agreement with the City provides that a fee may

not be charged for construction within the public right-of-way, establishes the amount of the fee that may be charged, or provides that the City's actual direct and indirect costs may not otherwise be reimbursed, including a permittee that is a certificated telecommunications provider operating under Texas Local Government Code ~~Article~~article 283, a network provider operating under Texas Local Government Code ~~Article~~article 284, a cable or video service provider operating under Texas Utilities Code ~~Article~~article 66, or a gas utility company or electric utility company operating pursuant to a franchise ordinance under the Hutto Code of Ordinances or Texas law.

- (7) Right-of-Way Permit Expiration. If no construction has commenced under a permit within ninety (90) calendar days after issuance of the permit, the permit becomes null and void, and a new permit is required before construction may be performed in the public right-of-way. An extension to a permit may be granted by the City only before the permit expires.

§ 18.03.009. **Construction in the right-of-way.**

- (a) No person shall perform any construction or installation of facilities in the public right-of-way without first obtaining a construction permit, except as provided herein. The permit will be in the name of the person who will own the facilities to be constructed. The permit must be completed and signed by a representative of the owner of the facilities to be constructed.
- (1) Emergency responses related to existing facilities may be undertaken without first obtaining a permit; however, the city should be notified in writing within two (2) business days of any construction related to an emergency response; including a reasonably detailed description of the work performed in the public right-of-way, reasons for the valid need to perform responses, and an updated map of any facilities that were relocated, if applicable.
- (2) The phrase "construction or installation of facilities" does not include the installation of facilities necessary to initiate service to a customer's property, or repair or maintenance of existing facilities unless such repair or maintenance requires the breaking of pavement; the closure of a nonresidential traffic lane; excavation or boring.
- (b) The permit shall state to whom it is issued, location of work, location of facilities, dates and times work is to take place and any other conditions set out by the ~~city manager~~City Manager or designee.
- (c) The person requesting a permit will provide the ~~city manager~~City Manager or designee with documentation in the format specified by the ~~city manager~~City Manager describing:
- (1) The proposed, approximate location and route of all facilities to be constructed or installed and the applicant's plan for public right-of-way construction should be shown on a set of scaled dimensioned construction plans, plan/profile sheet, a street view and an aerial map. Said plans should indicate the current public right-of-way lines and any existing city facilities. Said plans shall show any proposed underground conduit, type of casing pipe required, if applicable, overhead lines, network nodes,

ancillary equipment, or any other facilities to be installed. The drawings shall show a cross-sectional profile, identify all existing utilities and any existing or potential utility conflicts.

- (2) For installation of any proposed pole applicant shall provide sectional detail showing depth of anchor, scaled dimensional drawings of the proposed pole, as well as any other proposed equipment associated with the proposed installation, and shall indicate spacing from existing curb, driveways, sidewalk, light poles, and any other poles or appurtenances.
- (3) All applications shall include a before and after street view image. The after-image needs to include any proposed poles and all proposed attachments, and any associated or ancillary equipment, whether attached or standalone.
- (4) If the project is within the state right-of-way, the applicant must provide evidence of a permit or permission from the state.
- (5) If a city pole or poles or light structure or structures will be used or will be in the area of the proposed construction, the pole or poles or light structure or structures will be identified. No electric meter shall be mounted on a city pole or light structure.
- (6) Provider / applicant shall use two hundred and forty (240) voltage when connecting to any city infrastructure and provide key to meter upon installation.
- (7) All plans shall reflect that no facilities to be installed will obstruct an existing or planned sidewalk, walkway, bicycle lane or lane of vehicular traffic.
- (8) Engineering plans which will be on a scale of one (1) inch equals fifty (50) feet unless otherwise approved by ~~city manager~~ City Manager.
- (9) Detail of the location of all right-of-way and utility easements which applicant plans to use.
- (10) Detail of all existing city utilities in relationship to applicant's proposed route.
- (11) Detail of what applicant proposes to install, such as network nodes, poles, pipes, size, number of innerducts, valves, or other facilities.
- (12) Detail of plans to remove and replace asphalt or concrete in streets.
- (13) Drawings of any bores, trenches, handholes, manholes, switch gear, transformers, pedestals, network nodes, micro-network nodes, or other facilities, including depth located in public right-of-way.
- (14) Handhole and/or manhole typicals of type of manholes and/or handholes applicant plans to use or access.
- (15) Complete legend of drawings submitted by applicant.

- (16) Five (5) sets of engineering plans must be submitted with permit application.
- (17) The name, address and phone numbers of the contractor or subcontractor who will perform the actual construction, including the name and telephone number of an individual with the contractor who will be available at all times during construction. Such information shall be required prior to the commencement of any work.
- (18) The construction and installation methods to be employed for the protection of existing structures, fixtures, and facilities within or adjacent to the public right-of-way, and the dates and times work will occur, all of which (methods, dates, times, and other applicable information) are subject to approval of the ~~city manager~~City Manager or designee.
- (19) A statement that the requirements of section **18.03.008(a)** ~~“registration”~~ are or can be met. Although it is not required to complete the registration if a permit application has already been submitted, it is encouraged.
- (20) A traffic-control plan approved by the ~~city manager~~City Manager, which shall specify the traffic-control measures to be provided, a SWPPP according to subsection (21) below, and trench safety plan which shall meet U.S. Occupational Safety and Health Administration Standards may also be required based on the proposed scope of work. An approved traffic-control plan shall be required any time work will require traffic lane closures or sidewalk closures, regardless of whether a permit is required.
- (21) The permittee shall submit with the permit application two sets of a Storm Water Pollution Prevention Plan (SWPPP) to the City in cases where stream crossings are open cut, unless the work is being performed under an SWPPP submitted by another entity. When working under the SWPPP of another entity, the plan shall identify the SWPPP under which the utility is performing the work. In all other cases, the permittee is required to implement erosion control measures for construction activities in accordance with the Storm Water Pollution Control ~~Article~~article of the City Code, as amended, and other Hutto ordinances and State or Federal laws and regulations.
- (22) No projecting attachments shall be less than eight (8) feet above the ground, if not projecting toward the street. If an attachment is projecting toward the street, the attachment shall be installed no less than sixteen (16) feet above the ground.
- (23) Any proposed work that involves the installation of facilities that will utilize radio frequencies shall not cause any interference with city public safety radio system, traffic signal light system or other city communications systems or components, regardless of whether or not a permit is required. The public right-of-way user shall provide evidence in a form acceptable to the city that the proposed installation will be compatible with said city systems and will not cause any interference with the city public safety radio system, traffic signal light system or other city communications systems or components. No installation shall be allowed to be installed or to remain

in the public right-of-way that causes any such interference.

- (24) The plans shall demonstrate that all federal and state laws and city ordinances will be obeyed, and that all sections of this article, including division 3 “~~D~~esign ~~M~~anual” will be complied with as applicable. Construction in public right-of-way adjacent to a school shall be required to follow all state law requirements, including the requirements in the Texas Education Code regarding work on school grounds, as applicable.
- (d) All construction and installation in the public right-of-way shall be in accordance with the permit for the facilities. The ~~city manager~~City Manager or designee shall be provided access to the work and to such further information as he or she may reasonable require to ensure compliance with the permit.
- (e) A copy of the construction permit and approved engineering plans shall be maintained at the construction site and made available for inspection by the ~~city manager~~City Manager or designee at all times when construction or installation work is occurring.
- (f) All construction or installation work authorized by permit must be completed in the time specified in the construction permit. If the work cannot be completed in the specified time periods, the permittee may request an extension from the ~~city manager~~City Manager or designee. The ~~city manager~~City Manager or designee will use best efforts to approve or disapprove a request for permit as soon as possible.
- (g) A copy of any permit or approval issued by federal or state authorities for work in federal or state right-of-way located in the city, if requested by the ~~city manager~~City Manager and a copy of written permission for work in railroad right-of-way from the applicable railroad if requested by the ~~city manager~~City Manager;
- (h) A request for a permit must be submitted at least ten (10) working days before the proposed commencement of work in the request, unless waived by the ~~city manager~~City Manager or designee.
- (i) Requests for permits will be approved or disapproved by the ~~city manager~~City Manager or designee within a reasonable time or receiving all the necessary information. The ~~city manager~~City Manager or designee will use best efforts to approve or disapprove a request for permit as soon as possible.
- (j) The ~~city manager~~City Manager or the applicant can request a pre-construction meeting with the permittee and their construction contractor.
- (k) Permit applications are required for construction on new, replacement or upgrading of the company’s facilities in the public right-of-way either aerial or underground.
- (l) The failure of a person to request and obtain a permit from the city prior to performing any of the above listed activities in, or over any public right-of-way, except in an emergency, will subject the person to a stop-work order from the city and enforcement action pursuant

to the Hutto Code of Ordinances.

- (m) If the person receiving the permit fails to act upon the permit within one hundred eighty (180) calendar days of issuance, the permit shall become invalid, and the person will be required to obtain another permit.
- (n) If state or federal law provides that a permit is not required for certain work to be done, then a person proposing to do such work shall be required to provide notice two (2) working days prior to performing such work. This requirement must be met, even if no permit is required pursuant to state or federal law.

(Ordinance O-2021-034 adopted 6/3/21)

§ 18.03.010. **Construction and maintenance standards.**

- (a) The following shall be required when facilities are constructed in the public right-of-way, regardless of whether a permit is required, and, to the extent applicable, for as long as the facilities remain in the public right-of-way.
 - (1) The city must be notified twenty-four (24) hours in advance that construction is ready to proceed by the public right-of-way user, their contractor or representative. The right-of-way user or contractor must ~~have~~ previously called for any needed locations for public right-of-way facilities. At the time of notification, the public right-of-way user will inform the ~~city manager~~ **City Manager** of the number (or other information) assigned from the one-call system. The provider must have previously contracted the city and obtained all needed locational information for city utilities.
 - (2) All construction shall be in conformance with all city codes and applicable local, state and federal laws and must be done in a good and workmanlike manner and in accordance with all applicable sections of this article.
 - (3) Three by three (3 × 3) feet information signs stating the identity of the person doing the work, telephone number and permittee's identity and telephone number shall be placed at the location where construction is to occur forty-eight (48) hours prior to the beginning of work in the public right-of-way and shall continue to be posted at the location during the entire time the work is occurring. An informational sign will be posted on public right-of-way one hundred (100) feet before the construction location commences and each one hundred (100) feet thereafter, unless other posting arrangements are approved or required by the ~~city manager~~ **City Manager**.
 - (4) Erosion control measures (e.g. silt fence) and advance warning signs, markers, cones and barricades must be in place before work begins. When making a pavement cut or excavation, or placing soils or excavated material in or along a public right-of-way, the permittee shall place barricades, warning signs, and warning lights at the location sufficient to warn the public of the hazard of the open cut, excavation, spoils, or excavated material.
 - (5) Lane closures on major thoroughfares will be limited after 8:30 a.m. and before 4:00 p.m.

unless the ~~city manager~~City Manager grants prior approval. Arrow boards will be required on lane closures, with all barricades, advanced warning signs and thirty-six (36) inch reflector cones placed according to the specifications of the ~~city manager~~City Manager and must be in accordance with the filed lane closure plan approved by the ~~city manager~~City Manager.

- (6) Permittees are responsible for the workmanship and any damages by contractors or subcontractors. A responsible representative of the permittee will be available to city staff at all times during construction.
- (7) Permittee shall be responsible for stormwater management erosion control that complies with city, state and federal guidelines. Requirements shall include, but not be limited to, silt fencing around any excavation that will be left overnight, silt fencing in erosion areas until reasonable vegetation is established, barricade fencing around open holes, and high erosion areas will require wire backed silt fencing. Upon request permittee may be required to furnish documentation submitted or received from federal or state government.
- (8) Permittee or contractor or subcontractor will notify the ~~city manager~~City Manager immediately of any damage to other utilities, either city or privately owned.
- (9) It is the city's policy not to cut streets or sidewalks; however, when a street or sidewalk cut is required, prior approval must be obtained by the ~~city manager~~City Manager and all requirements of the ~~city manager~~City Manager shall be followed. Repair of all street and sidewalk removals must be made promptly to avoid safety hazards to vehicle and pedestrian traffic.
- (10) Installation of facilities must not interfere with city utilities, in particular gravity dependent facilities.
- (11) New facilities must be installed to a depth approved by the ~~city manager~~City Manager.
- (12) All directional boring shall have locator place bore marks and depths while bore is in progress. The boring method and bore pit locations shall be identified. Locator shall place mark at each stem with paint dot and depth at least every other stem.
- (13) The working hours in the public rights-of-way are 9:00 a.m. to 4:00 p.m., Monday through Friday. Work that needs to be performed after 4:00 p.m. Monday through Friday must be approved in advance. Any work performed on Saturday must be approved twenty-four (24) hours in advance by the ~~city manager~~City Manager. Directional boring is permitted only Monday through Friday 9:00 a.m. to 4:00 p.m., unless other hours are approved in advance. No work will be done on Sundays or city holidays, except for emergencies.
- (14) People working in the public right-of-way are responsible for obtaining line locates from all affected utilities or others with facilities in the public right-of-way prior to any excavation. Use of the Geographic Information System or the plans of records does not

satisfy this requirement.

- (15) Permittee will be responsible for verifying the location, both horizontal and vertical, of all facilities. When required by the ~~city manager~~City Manager, permittee shall verify locations by pot holing, hand digging or other method approved by the ~~city manager~~City Manager prior to any excavation or boring with the exception of work involving lane closures, as discussed above.
- (16) Placement of all manholes and/or hand holes must be approved in advance by ~~city manager~~City Manager. Handholes or manholes will not be located in sidewalks, unless approved by the ~~city manager~~City Manager.
- (17) Locate flags shall not be removed from a location while facilities are being constructed.
- (18) Construction which requires pumping of water or mud shall be contained in accordance with city ordinances and federal and state law and the directives of the ~~city manager~~City Manager.
- (19) All facilities installed in the public right-of-way shall be in earth tone colors or in colors that blend with the surroundings, or if on a service pole or municipally owned pole shall match the color and finish of the pole, or must be approved by the city.
- (20) All facilities installed in the public right-of-way shall be capable of being identified through a GIS shape file or other means as acceptable to the ~~city manager~~City Manager or designee. Said identification shall be provided at the time of application and shall be visible on the facilities when installed.
- (21) Above ground wires shall be located on only one (1) side of the public right-of-way.
- (22) The public right-of-way user or contractor must obtain any needed permits for electrical work and provide sealed engineered drawings for conduit size, circuit size, calculations for amperage, or any other required information. Provider shall be responsible for obtaining any required electrical power service to any installation. Any such electrical supply must be separately metered and must match city infrastructure voltage.
- (23) Public Right-of-way users shall complete construction as expeditiously as possible and lane closures or work that inconveniences the traveling public shall be minimized. Lane closures shall not last longer than four (4) hours, unless a different period of time is shown on the permit.
- (24) Public Right-of-way work shall be completed in the amount of time shown on the permit; but if no completion time is shown on the permit the work shall be complete in not more than one (1) year.
- (25) All public right-of-way work and facilities installed shall be done in a good workmanlike manner; shall meet all applicable codes; shall be maintained and kept in good repair and shall be aesthetically pleasing. Good repair includes, but is not limited to:

- (A) Location markers shall be no greater than five degrees from vertical;
 - (B) Location markers shall not be rusty and shall be legible;
 - (C) Ground-mounted utility boxes shall not be broken or have missing covers;
 - (D) Temporary repairs shall not remain in place for more than 10 working days, unless otherwise agreed to by the City;
 - (E) Screening fences, landscaping, and irrigation systems shall be maintained in accordance with the City's Unified Development Code;
 - (F) Painted structures and facilities shall be maintained such that the paint is not peeling, chipping, or faded;
 - (G) Damaged/replaced poles shall be removed completely from the public right-of-way and repairs made to the area the poles are removed from. Repairs to the area around the damaged/replaced pole shall be of the same material as that of the area immediately surrounding the damaged/replaced pole.
 - (H) Debris from construction or replacement of poles or other facilities shall be removed in a timely manner.
- (26) All efforts shall be made to avoid or minimize negative visual impact to the surrounding area and to enhance the safety requirement for vehicles and pedestrians, particularly in areas where small children or other vulnerable members of the population may be located.
- (27) Installations which require ancillary ground equipment with a footprint of twenty-five (25) square feet or more shall be spaced at least three hundred (300) feet apart.
- (28) The name, address and phone numbers of the contractor or subcontractor who will perform the actual construction, including the name and telephone number of an individual with the contractor who will be available at all times during construction. Such information shall be required prior to the commencement of any work.
- (29) A statement that the requirements of section **18.03.008** ~~“registration”~~ **(a)** are or can be met.
- (30) A traffic-control plan, which shall specify the traffic-control measures to be provided, SWPPP, and trench safety plan may also be required based on the proposed scope of work. An approved traffic-control plan shall be required any time work will require traffic lane closures or sidewalk closures, regardless of whether a permit is required, and shall comply with the most current edition of the Texas Manual on Uniform Traffic Control Devices, as amended. The permittee shall submit a site-specific traffic control plan, when applicable, to the Engineering Department and obtain approval prior to the lane closure.
- (31) Any proposed work that involves the installation of facilities that will utilize radio frequencies shall not cause any interference with city public safety radio system, traffic

signal light system or other city communications systems or components, regardless of whether or not a permit is required. The public right-of-way user shall provide evidence in a form acceptable to the city that the proposed installation will be compatible with said city systems and will not cause any interference with the city public safety radio system, traffic signal light system or other city communications systems or components. No installation shall be allowed to be installed or to remain in the public right-of-way that causes any such interference. To the extent applicable, the above requirements shall continue during the entire time that the installed facilities remain in the public right-of-way.

- (32) If a street or alley must be totally closed for any duration, the permittee shall provide for reasonable alternative access to the adjacent properties at all times. If a sidewalk is to be closed or blocked for longer than one day, the permittee shall provide a reasonable alternative for pedestrian access. Sidewalks designated as school routes shall be open at all times, or a reasonable alternative shall be provided before work commences. Reasonable alternatives for sidewalks shall provide thirty-six (36) inches minimum surface width.
- (33) The permittee and any person responsible for construction shall protect the public right-of-way surface, and all existing facilities and improvements both above and below ground from excavated materials, equipment operations, and other construction activities. Particular attention must be paid to ensure that no excavated material or contamination of any type is allowed to enter or remain in a water or wastewater main or access structure, drainage facility, or natural drainage feature, or floodplain.
- (34) The permittee has the exclusive responsibility to coordinate with other ~~P~~public ~~S~~service ~~P~~providers to protect all existing facilities in the public right-of-way in which the construction occurs. Acceptance of the plans and issuance of a permit does not constitute liability on the City's part for any damage to existing facilities.
- (35) The permittee has the exclusive responsibility to locate the extent of the public right-of-way. Acceptance of the plans and issuance of a permit does not constitute liability on the City's part for any facilities placed on private property. If facilities are placed on private property, it is the ~~P~~public ~~S~~service ~~P~~provider's responsibility to contact property owners and acquire easements, or move the facilities.
- (36) The contractor will maintain at all times on the job site a responsible person authorized and capable to receive and relay instructions from the City.

(b) Above-ground utility structures shall meet the following requirements:

- (1) Above-ground utility structures exceeding two feet in height shall not be placed within any intersection visibility triangle, as defined in the City's Unified Development Code or Design Criteria Manual.
- (2) Above-ground utility structures, not including poles, less than sixty (60) cubic feet in volume, with no dimension greater than six feet, may be placed within the public right-

of-way without screening.

- (3) Above-ground utility structures, not including poles, equal to or greater than sixty (60) cubic feet in volume, and less than 240 cubic feet in volume, and less than seven feet in height shall:

(A) Be placed within a public or private utility easement outside the street right-of-way; and

(B) Be screened on all sides except for the sides containing openings for access to the structure.

- (4) Structures equal to or greater than two-hundred forty (240) cubic feet in volume, or more than seven feet in height shall be located in a private utility easement or other private property and shall be screened on all sides except for the sides containing the openings for access to the structure, and shall be subject to requirements of the Unified Development Code.

- (5) The dimensions of the supporting foundation or pad shall allow for existing and proposed sidewalks.

- (6) Above-ground utility structures shall comply with all requirements of other City ordinances and other state and federal laws and regulations. Public Service Provider shall be responsible for obtaining other permits, as required.

- (7) Screening as required in this ~~Section~~ section shall consist of a barrier of stone, brick, pierced brick or block, uniformly colored wood or other permanent material of equal character, density and design, at least six (6) feet in height, or combination of two or more materials. Screening shall not exceed six feet in height. No separate permit will be required for any approved screening wall. Screening shall be placed so that it does not interfere with visibility triangles or create other traffic-related visibility obstructions.

- (8) The exterior surfaces of all utility structures and screening shall be maintained free of graffiti and other defacements such as posters, stickers, decals, and signs, except those placed on the structure by the utility company for identification. The exterior finish shall be maintained free of visible deterioration.

- (9) The utility structure shall be clearly marked with the owner's name and contact information.

(c) Below-ground utility structures may be allowed in the public right-of-way if space is available.

- (1) In reviewing the utility structures the City will consider the following:

(A) Size, location, and impact of the proposed structure;

(B) The structure's coordination with existing and proposed public facilities; and

(C) Availability of remaining public right-of-way.

(d) Variance. Any request in an Application for a Permit for a variance from the requirements of this ~~Article~~article must be approved in advance by the City. The variance may be granted only if an extreme hardship exists and the public health, safety, welfare, or convenience is not adversely affected by granting the variance. The City may not approve any variance that would give a competitive advantage to one ~~public-service-provider~~Public Service Provider over another ~~public-service-provider~~Public Service Provider providing the same or similar service. The City may not grant a variance from the indemnity requirements. Any appeal from the denial of Variance within an application of a Permit may be appealed to the Hutto Board of Adjustment.

(e) If the City determines that the proposed utility structure cannot be placed within the public right-of-way without adversely affecting the integrity of an existing or future facility owned by the City, the City shall have the right to deny the location of a new or replacement utility structure within the said public right-of-way.

(f) In cases where utility structures, except those structures serving solely the City property, will be located on City property other than public right-of-way, the following requirements apply:

- (1) The application shall be made to the City for execution of a use privilege agreement through the City's Engineering Department.
- (2) Nothing contained herein, however, shall ever be held or construed to confer upon any person the right to place a utility structure upon City property. The City reserves the right, at its sole discretion, to enter into a license agreement to allow the placement of a utility structure on City property.
- (3) The City shall not be liable for damages or losses of any kind whatsoever by reason of injury to property or person occasioned by the use of any City property. The City shall have no obligations in regard to the maintenance of any improvements within such City property. The City shall be defended at the cost and expense of the person placing improvements on City property from all claims and demands.
- (4) The ~~public-service-provider~~Public Service Provider shall pay City a use fee for use of the property based upon the fair market value as determined by the City's Engineering Department. In addition to a use fee, the City may request the ~~public-service-provider~~Public Service Provider to provide network connectivity or conduit to the City.
- (5) The ~~public-service-provider~~Public Service Provider shall cooperate with other providers in connection with allowing collocation of facilities within the utility structure.

§ 18.03.011. **Plans of record.**

- (a) Public Right-of-way users will provide the ~~city-manager~~City Manager or designee with plans of record within ninety (90) days of completion of facilities in the public right-of-way. Users which have facilities in the public right-of-way existing as of the date of this ordinance who

have not provided plans of record shall provide one (1) quarter of the information concerning facilities in city right-of-way within one (1) year after the passage of the ordinance and one (1) quarter each six (6) months thereafter. The plans shall be provided to the city with as much detail and accuracy as required by the ~~city manager~~City Manager. All the requirements specified for the plans submitted for the initial permit, as set forth in section **18.03.009**, shall be submitted and updated in the plans of record. The detail and accuracy will concern issues such as location, size of facilities, materials used, and any other health, safety and welfare concerns. The detail will not include matters such as capacity of lines, customers, or competitively sensitive details. Submittal of “plans of record” shall be in digital format.

- (b) This requirement, or portions of this requirement, may be waived by the director of development services and the ~~city manager~~City Manager for good cause.
- (c) If the release of the location of any utilities, including water and sewer, or of plans of record submitted under this section would jeopardize public safety, the information shall be considered confidential. In addition, if plans of record submitted under this section include information expressly designated by the public right-of-way user as a trade secret or other confidential information protected from disclosure by state law, the director may not disclose that information to the public without the consent of the public right-of-way user, unless otherwise compelled by an opinion of the attorney general pursuant to the Texas Public Information Act, as amended, or by a court having jurisdiction of the matter pursuant to applicable law. This subsection may not be construed to authorize a public right-of-way user to designate all matters in its plans of record as confidential or as trade secrets.
- (d) Network provider shall maintain accurate maps and other appropriate records of its network node facilities, node support poles and related ground equipment as they are actually constructed in the public rights-of-way, including, upon request, the use of Auto CAD/GIS digital format. Network provider will provide additional maps to the city upon request.

(Ordinance O-2021-034 adopted 6/3/21)

§ 18.03.012. Conformance with public improvements.

Whenever by reasons of widening or straightening of streets, water or sewer line projects, or any other public works or city projects, (e.g. install or improve storm drains, water lines, sewer lines, or any other public works or city project) it shall be deemed necessary by the governing body of the city to remove, alter, change, adapt, or conform the underground or overhead facilities of a public right-of-way user to another part of the public right-of-way, such alterations shall be made by the owner of the facilities at their expense (unless provided otherwise by state law or a franchise in effect on August 26, 1999, until that franchise expires or is otherwise terminated or is amended or the tariff is changed) within the time limits set by the ~~city manager~~City Manager working in conjunction with the owner of the facilities, or if no time frame can be agreed upon, within ninety (90) days from the day the notice was sent to make the alterations, unless a different schedule has been approved by the ~~city manager~~City Manager or designee. Facilities not moved after ninety (90) days or the time set forth in the notice shall be deemed abandoned and may be removed in accordance with section **18.03.018** “abandoned facilities.”

(Ordinance O-2021-034 adopted 6/3/21)

§ 18.03.013. **Improperly installed facilities.**

- (a) Any person doing work in the public right-of-way shall properly install, repair, upgrade and maintain facilities; and
- (b) repair or restore any damage to other facilities or the public right-of-way that occurs as a result of improper construction, installation, repair, relocation, or upgrade of the permittee's facilities; and
- (c) Facilities shall be considered to be improperly installed, repaired, upgraded or maintained if:
 - (1) The installation, repairs, upgrade or maintenance endangers public health or safety;
 - (2) the installation, repairs, upgrade or maintenance damages public property or another ~~public service provider~~Public Service Provider's facilities;
 - (3) The results in the construction, design or configuration of the facilities does not comply with applicable local, state, or federal laws or regulations;
 - (4) The facilities are not capable of being located using standard practices;
 - (5) Underground facilities that are installed less than twenty-four (24) inches in depth;
 - (6) The placement or construction of said facilities remains incomplete or hazardous after construction work is finished or time for completion has passed, including but not limited to holes in paved areas or ground, handholes or manholes that are improperly sealed, and broken equipment or any other incomplete or hazardous condition;
 - (7) The facilities are not located in the proper place at the time of construction in accordance with the directions provided by the ~~city manager~~City Manager, including encroachment upon private property, extension outside the public right-of-way location designated in the permit without authorization, or placement in an area that interferes with another ~~public service provider~~Public Service Provider's existing facilities;
 - (8) Above-ground facilities are placed in an existing or proposed sidewalk, or at-grade facilities placed similarly when they can be reasonably placed outside the existing or proposed sidewalk.
 - (9) The facilities cause any interference with city public safety radio system, traffic signal light system, city traffic observation video cameras or other communications.

(Ordinance O-2021-034 adopted 6/3/21)

§ 18.03.014 **Restoration of property.**

- (a) Users of the public right-of-way shall restore property affected by construction of facilities to a condition that is equal to or better than the condition of the property prior to the performance of the work. Restoration must be approved by the ~~city manager~~City Manager.

- (b) Temporary restoration of the public right-of-way may not remain for more than ten (10) business days after the completion of a repair or installation of an underground structure or facility, unless a time extension has been granted by the City. The City may, at the expense of the permittee or other responsible person, remove any temporary restoration remaining in the public right-of-way beyond the ten-day time limit and make permanent repairs. Any exception to the ten-day time limit, other than a relocation of a facility in advance of a City construction project in the public right-of-way, must be approved by the City prior to expiration of the time limit.
- (c) Restoration must be to the reasonable satisfaction of the ~~city manager~~City Manager and the property owner. The restoration shall include, but not be limited to:
 - (1) Replacing all ground cover with the type of ground cover damaged during work or better either by sodding or seeding, as directed by the ~~city manager~~City Manager;
 - (2) Installation of all manholes and handholes, as required;
 - (3) Backfilling all bore pits, potholes, trenches or any other holes shall be filled in daily, unless other safety requirements are approved by the ~~city manager~~City Manager;
 - (4) Leveling of all trenches and backhoe lines;
 - (5) Restoration of excavation site to city specifications; and
 - (6) Restoration of all landscaping, ground cover, and sprinkler systems.
- (d) All locate flags shall be removed during the clean-up progress by the permittee or contractor at the completion of the work.
- (e) Restoration must be made in a timely manner as specified by approved city schedules and to the satisfaction of ~~city manager~~City Manager or designee. If restoration is not satisfactory and performed in a timely manner all work in progress, except that related to the problem, including all work previously permitted but not complete may be halted and a hold may be placed on any permits not approved until all restoration is complete.
- (f) If a person fails to restore property as set out in this section, the city shall give five (5) days written notice to the person at the address shown on the permit. If the person does not initiate repairs during the five (5) day period, or fails to complete the repairs within thirty (30) days thereafter the city may elect to repair such portion of the public right-of-way as may have been disturbed by the person, its contractors, or agents at the cost of the person performing the public right-of-way work. These time periods may be shorten or waived in cases of a threat to public health, safety or welfare. Upon receipt of an invoice from the city, the person will reimburse the city for the costs so incurred no later than thirty (30) calendar days from the date of the city invoice.
- (g) All construction performed under any permit granted to a permittee by the City under this ~~Article~~article must be maintained to the satisfaction of the City for two years after substantial

completion of construction or repair. Should the city reasonably determine, within two (2) years from the date of the completion of the repair work, that any of the restoration work failed to meet the existing standards of the city, the person shall perform such additional restoration work to the satisfaction of the city, subject to all city remedies.

- (h) Should the City reasonably determine, within two years from the date of the completion of work, that additional restoration work is required, the permittee shall perform such additional restoration work to the satisfaction of the City within thirty (30) days after the City gives written notice to the permittee to correct the damage, defect, or other problem. If the restoration work is not completed within thirty (30) days, the work may be performed by the City at the ~~public service provider~~Public Service Provider's expense. The permittee shall notify the City at least 48 hours before commencing any repair operations. If a construction or excavation site is subsequently disturbed by another party, including another permittee or the City, any continuing obligation to maintain the overlapping area shall cease. If the site is disturbed by another permittee, then that permittee shall be subject to the maintenance period for the overlapping area.
- (i) The City shall notify the permittee in writing if the backfill on a permitted pavement cut or excavation settles at any time during the two-year maintenance period, causing subsidence in the pavement of one-half inch or more, vertically measured in any three-foot horizontal direction. Upon notification, the permittee shall commence repair work within ten (10) days and notify the City forty-eight (48) hours in advance of commencement of the repair work. If the repair work is not commenced within ten (10) days, the repair work may be performed by the City at the ~~public service provider~~Public Service Provider's expense.
- (j) Notwithstanding any of the above sections, if the city determines that the failure of the person to properly repair or restore the public right-of-way constitutes a threat to the public health, safety or welfare, the city may undertake emergency repairs and restoration efforts. The city may attempt to provide emergency notice to the person responsible but is not obligated to do so. The public right-of-way user shall promptly reimburse the city for all costs incurred by the city within thirty (30) calendar days from the date of the city invoice.
- (k) The decision of the City as to the necessity of correcting any damage, defect or other problem is binding on all parties.
- (l) All damage caused directly or indirectly to the public right-of-way surface or subsurface outside the construction area will be regarded as part of the construction and must be included in the total area repaired.
- (m) Upon failure of the permittee to perform any such repair or restoration work described in this ~~Article~~article, the City may repair such portion of the public right-of-way as may be required. The permittee or ~~public service provider~~Public Service Provider shall reimburse the City for the actual direct and indirect costs of the repair work.

§ 18.03.015. **Revocation or denial of permit.**

- (a) Permit Revocation. If any of the provisions of this article are not followed, a permit may be revoked by the ~~city manager~~City Manager or designee. If a person has not followed the terms and conditions of this article in work done pursuant to a prior permit, new permits may be

denied or additional terms required.

(1) The City may suspend construction or revoke an issued permit on the same grounds on which a permit may be denied under ~~Section~~section 18.03.015 or if the permittee:

- (A) commences or performs construction in violation of an applicable requirement of this ~~Article~~article or the permit;
- (B) creates or is likely to create a public health or safety hazard by performance of the construction in question;
- (C) fails to comply with an order or regulation of the City applicable to the construction;
- (D) fails to comply with the restrictions or requirements of other Hutto ordinances or state or federal laws or regulations applicable to the construction; or
- (E) commences or performs work without having prior knowledge and understanding of the applicable repair standards as specified in the Public Right-of-Way Permitting and Construction Manual.

(b) Permit Denial. If a permit is denied upon initial submission for incompleteness or for an issue which is capable of correction, the applicant may complete or correct the application and resubmit the application. Applications not resubmitted within thirty-one (31) calendar days shall be considered withdrawn.

(1) The City may refuse to issue a permit if:

- (A) the ~~public service provider~~Public Service Provider does not have a valid registration on file with the City or the authorized contractor submitting the permit application on behalf of the ~~public service provider~~Public Service Provider is not registered as required by the Construction ~~Article~~article;
- (B) the proposed construction will substantially interfere with vehicles or pedestrians and no procedures, or procedures inconsistent with this ~~Article~~article, have been identified to minimize the interference;
- (C) the proposed construction will substantially interfere with another activity for which a permit has been issued, or will conflict or interfere with existing facilities already in the public right-of-way, or will conflict with proposed public facilities;
- (D) the proposed barricading, channelizing, signing, warning, or other traffic control procedures or equipment do not comply with the requirements of the most current edition of the Texas Manual on Uniform Traffic Control Devices;
- (E) the proposed construction, incidental traffic control, or other permitted activity, or the manner in which it is to be performed, will violate a Hutto ordinance or regulation or a state or federal statute or regulation; or

(F) the permittee:

- (i) fails to furnish all the information required by this ~~Article~~article;
- (ii) knowingly or intentionally furnishes false or incorrect information to the City;
- (iii) fails, except for good cause shown, to file the application on the approved form within the time limits prescribed by the Public Right-of-Way Permitting and Construction Manual;
- (iv) has been convicted of or pled guilty or no contest to an offense under this ~~Article~~article in municipal court and the offense has not been corrected and any direct or indirect costs incurred by the City have not been reimbursed; or
- (v) is not in compliance with applicable requirements of an existing permit issued under this ~~Article~~article.

(c) Suspension or Revocation Notice. The City shall provide immediate verbal notice to the permittee of the revocation, denial or suspension of a public right-of-way permit. Written notice of a suspension or revocation shall be provided within one business day of the verbal notice. The verbal and written notices under this ~~Section~~section shall also be provided to the Public Service Provider. Construction that is suspended may not resume until the City determines that the permittee has corrected the violation, noncompliance, or hazard that caused the suspension. A permit that has been suspended or revoked may be reinstated by the City if the City determines that:

- (1) The permittee has corrected the violation, noncompliance, or hazard that caused the suspension or revocation; and
- (2) the health or safety of the public is not jeopardized by reinstating the permit.

(Ordinance O-2021-034 adopted 6/3/21)

§ 18.03.016. **Appeal from revocation, denial, or suspension of permit.**

- (a) An applicant may appeal from denial or revocation of permit to the ~~city manager~~City ~~Manager~~. Appeal shall be filed with the city secretary within five (5) calendar days from the date of the decision being appealed.
- (b) A denial or revocation will be upheld unless a person can show that there is an error and that the person was following all of the requirements of this article and all public right-of-way engineering requirements.

(Ordinance O-2021-034 adopted 6/3/21)

§ 18.03.017. **Inspections and ~~Emergency-emergency Repairs-repairs During-during Constructionconstruction.~~**

- (a) The city may perform inspections of any public right-of-way work, including installations, maintenance, modifications or any other right-of-way work, whether such work is subject to permit requirements or allowed to be done without a permit. The city may perform visual

inspections of any public right-of-way work located in the right-of-way as the city deems appropriate without notice. If the inspection requires physical contact with right-of-way work, the city may provide the right-of-way user with notice prior to said inspection. Public Right-of-way user may have a representative present during such inspection. In the event of an emergency situation, the city may, but is not required to, notify the right-of-way user prior to the inspection. The city may take any needed action to remediate an emergency. The city shall notify the public right-of-way user as soon as practical after said remediation.

- (b) If the City determines during construction that an emergency repair to a public right-of-way is necessary to correct a situation that is hazardous to the public, the City shall immediately notify the permittee. If the permittee does not commence the emergency repair within twenty-four (24) hours or the City determines that repairs are required sooner for the protection of the health, safety, and welfare of the public, the City may, with sole discretion, cause performance of such emergency repair work as is necessary to correct the hazardous situation. The permittee, or ~~public service provider~~Public Service Provider, shall reimburse the City for the actual direct and indirect cost of the work necessary to correct the hazardous situation. The permittee shall maintain the emergency repair until the permittee completes construction and final repairs.

- (c) If the City determines that a problem with a ~~public service provider~~Public Service Provider's existing facility in a public right-of-way requires an emergency repair to correct a situation that is hazardous to the public, the City shall immediately notify the ~~public service provider~~Public Service Provider. If the ~~public service provider~~Public Service Provider does not commence the emergency repair within twenty-four (24) hours or the City determines that repairs are required sooner for the protection of the health, safety, and welfare of the public, the City may, with sole discretion, cause performance of such emergency repair work as is necessary to correct the hazardous situation. The ~~public service provider~~Public Service Provider shall reimburse the City for the actual direct and indirect cost of the work necessary to correct the hazardous situation. The ~~public service provider~~Public Service Provider shall maintain the emergency repair until the ~~public service provider~~Public Service Provider completes construction and final repairs.

(Ordinance O-2021-034 adopted 6/3/21)

§ 18.03.018. **Abandoned facilities.**

- (a) Duty to remove. A person that has placed facilities in the public right-of-way shall remove said facilities and related equipment when such facilities are abandoned regardless of whether or not it receives notice from the city. If in the judgment of the city, removal of underground facilities would cause damage, this requirement may be waived.
- (b) Time for removal.
- (1) The city may notify the person that said facilities must be removed immediately when necessary to ensure public health, safety, and welfare.
- (2) If immediate removal is not required, the removal must be completed within the time

set forth in the written notice to remove from the city and if no time is set out, then within ninety (90) days for the facilities and related equipment being abandoned.

- (3) If the facilities are not removed after the ninety (90) day notice to remove, the city may remove the facilities thirty (30) days after notice of a final finding of abandonment.
 - (4) When a person removes, or abandons permanent structures in the public right-of-way, the person shall notify the ~~city manager~~City Manager in writing of such removal or abandonment and shall file with the ~~city manager~~City Manager the location and description of each facility and ground equipment removed or abandoned.
 - (5) The ~~city manager~~City Manager may require the person to complete additional remedial measures necessary for public safety and the integrity of the public right-of-way.
- (c) Deemed abandoned. Facilities may be deemed abandoned as set out in this article. Additionally, facilities may be deemed abandoned if:
- (1) A person does not relocate facilities as set out in section **18.03.012** “conformance with public improvements.”
 - (2) A person does not correct or abate improperly installed facilities as set out in section **18.03.013** “improperly installed facilities.”
 - (3) A person utilizing the public right-of-way cannot be found or contacted.
 - (4) A person utilizing the public right-of-way fails to pay the required compensation.
 - (5) A person utilizing the right-of-way fails to comply with the requirements of this article after being given due notice of any deficiencies. The notice requirement shall only apply to persons who have maintained the required registration as set out in section **18.03.008** “registration” and are capable of being contacted.

(Ordinance O-2021-034 adopted 6/3/21)

§ 18.03.019. Underground installation preferred.

- (a) The underground placement of facilities is encouraged.
- (b) Facilities shall be installed underground where existing utilities are already underground.
- (c) Underground conduits and ducts shall be installed in the public rights-of-way between the adjacent property line and curb line unless otherwise directed by the city.
- (d) Conduits and ducts shall be installed parallel with the curb line and cross the public rights-of-way perpendicular to the public rights-of-way centerline unless otherwise directed by the city.
- (e) Ducts and conduits shall be installed by trenchless excavation or directional boring whenever

commercially economical and practical. Trenchless excavation shall be used to place facilities under paved public rights-of-way centerline unless otherwise directed by the city.

- (f) Trenchless Technology or Boring. The City may require the use of trenchless technology or boring based on the following criteria:
 - (1) It is in the best interest of the City; and
 - (2) It is technically, commercially, and economically feasible; and
 - (3) It is not in violation of federal or state regulations or industry safety standards.
- (g) All concrete driveways and streets shall be bored rather than open cut. The length of the bore must be sufficient for meeting the fully improved (ultimate) roadway width as specified in the applicable development plan if sufficient public right-of-way exists. If the concrete street is subject to reconstruction within 2 years, or for other good cause, the City may grant an exception upon request.
- (h) No pavement cuts in newly constructed, reconstructed, or resurfaced (greater than one inch) asphalt streets may be made for 60 months after the substantial completion of the street work. With sole discretion, the City may grant an exception based on the ~~public service provider~~ Public Service Provider's written demonstration that the following criteria have been met:
 - (1) Boring or jacking without disturbing the pavement is not practical due to physical characteristics of the street or alley or other utility conflicts; and
 - (2) Alternative utility alignments that do not involve excavating the street or alley are found to be impracticable; and
 - (3) The proposed excavation cannot reasonably be delayed until the five-year deferment period has lapsed.

(Ordinance O-2021-034 adopted 6/3/21)

§ 18.03.020. As built maps and records.

User shall maintain accurate maps and other appropriate records of its facilities and equipment as they are actually constructed in the public rights-of-way, including, upon request, the use of Auto CAD/GIS digital format. User will provide additional maps to the city upon request.

(Ordinance O-2021-034 adopted 6/3/21)

§ 18.03.021. Courtesy and proper performance.

User shall make citizen satisfaction a priority in using the public right-of-way. User shall train its employees to be customer service-oriented and to positively and politely interact with citizens when dealing with issues pertaining to its facilities and related ground equipment in the public right-of-way. User's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of interaction with the public. If, in the opinion of the

~~city-manager~~City Manager or designee, user is not interacting in a positive and polite manner with citizens, the ~~city-manager~~City Manager may request User to take all remedial steps to conform to these standards.

(Ordinance O-2021-034 adopted 6/3/21)

§ 18.03.022. **Drug policy.**

It is the policy of the city to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by user's employees, contractors, subcontractors, sub-network provider-s, or vendors while on city premises is prohibited.

(Ordinance O-2021-034 adopted 6/3/21)

§ 18.03.023. **Landscape maintenance.**

- (a) Any alteration to landscape material located within any public right-of-way requires prior notification to the adjacent property owner and City. No person shall cut, deface or in any way injure any landscape material located within a public median without prior approval from the Engineering Department. Landscape material shall include, but is not limited to, canopy and ornamental trees, shrubs, ground cover, lawn, earthwork, and irrigation systems. Topping/trimming of trees for overhead utility service is excluded from this subsection.
- (b) User, its contractors, and agents shall provide written notice to the ~~city-manager~~City Manager before trimming or removing any landscape material in the public right-of-way. The city shall not be liable for any damages, injuries, or claims arising from network provider's actions under this section.
- (c) When landscape material are proposed to be removed from the public right-of-way during construction, the permittee shall reimburse the City the value of the tree in accordance with the International Society of Arboriculture's Guide for Plant Appraisal prior to issuance of a permit.
- (d) All landscape material must be restored to a condition that is equal to or better than the condition prescribed by the Public Right-of-Way Permitting and Construction Manual, as amended.

§ 18.03.024. **Signage.**

- (a) User shall post and maintain legible identification showing its name, location identifying information, and emergency telephone number in an area on a cabinet of a facility that is visible to the public. Signage required under this section shall not exceed 4" x 6", unless otherwise required by law (e.g. RF ground notification signs) or the ~~city-manager~~City Manager.
- (b) Except as required by laws or by the utility pole owner, user shall not post any other signage or advertising on the facilities or equipment.

(Ordinance O-2021-034 adopted 6/3/21)

§ 18.03.025. **Graffiti abatement.**

As soon as practical, but not later than fourteen (14) calendar days from the date user receives notice thereof, user shall remove all graffiti on any of its facilities and related ground equipment located in the public right-of-way. The foregoing shall not relieve the user from complying with any city graffiti or visual blight ordinance or regulation.

(Ordinance O-2021-034 adopted 6/3/21)

§ 18.03.026. **Alternate means or method; waiver.**

(a) A person may file a request with the ~~city manager~~City Manager to use alternate means or methods in public right-of-way construction or maintenance. The request must contain a detailed justification for the waiver, including the lack of existing sites not within the public right-of-way; alternative sites sought and review; and proof that compliance with the requirements is impractical. In determining whether any requirement under this section may be waived or if an alternate method or means may be used, the ~~city manager~~City Manager may consider all reasonable factors, including but not limited to:

- (1) Whether the requirement or the alternate means or method or waiving the requirement would subject the person or persons or public to an unreasonable increase in risk;
- (2) Whether the requirement or the alternate means or method or waiving the requirement would subject the person or persons or public to an unreasonable increase of service interruption;
- (3) Whether the requirement or the alternate means or method or waiving the requirement would subject the person or persons or public to an unreasonable increase in potential for liability for accidents;
- (4) Whether the requirement or the alternate means or method or waiving the requirement would subject the person or persons or public to an unreasonable delay in construction;
- (5) Whether the requirement or the alternate means or method or waiving the requirement would subject the person or persons or public to an unreasonable delay in availability of services; or
- (6) To any other unreasonable technical or economic burden.

(b) There shall be no right to receive permission to use an alternative means or method and denial by the ~~city manager~~City Manager shall be final.

(Ordinance O-2021-034 adopted 6/3/21)

§ 18.03.027. **Orderly use of the Public Right-of-way by multiple users.**

(a) In the exercise of governmental functions, the city has first priority over all other uses of the public rights-of-way. Traffic uses shall be considered as the primary use and the city reserves the right to lay sewer, water, gas and other pipe lines or cables and or cables and conduits, and to do underground and overhead work, including attachments, restructuring or changes in aerial or underground facilities in, across, along, over, or under a public street, alley or

public right-of-way and to change the curb, sidewalks of the grade of streets. Uses should be designed so as to cause the least interference with traffic, including signalization.

- (b) The city shall assign the location in or over the public rights-of-way among competing users of the public rights-of-way with due consideration to the public health, safety and welfare considerations of each user type, and to the extent the city can demonstrate that there is limited space available for additional users, may limit new users or require removal of abandoned or obsolete facilities, as allowed under state or federal law.
- (c) If the city authorizes abutting landowners to occupy space under the surface of any street, alley or public rights-of-way, the grant to an abutting landowner shall be subject to the rights of the previously authorized users of the public rights-of-way. If the city closes or abandons a public right-of-way that contains a portion of a person's facilities, the city may close or abandon such public right-of-way subject to the right of the person, provided said facilities have not been abandoned and provided the person is a registered user of the public right-of-way.

§ 18.03.028. ~~Public Improvement~~improvement cCoordination.

- (a) Public Improvement Coordination. Whenever the City deems it necessary to remove, alter, change, relocate, or adapt the underground or overhead facilities of a ~~public service provider~~Public Service Provider in the public right-of-way due to the City's reconstruction, widening, or straightening of streets; placement or replacement of water, wastewater, or storm water facilities; installation of traffic signals, traffic signs, and streetlights; or construction of any other City public improvement project, the ~~public service provider~~Public Service Provider that owns the facilities shall conform its facilities to the City's project.
- (b) Relocation. The facilities must be conformed, at the ~~public service provider~~Public Service Provider's expense, within 120 days after the City issues notice to the ~~public service provider~~Public Service Provider, unless a different conformance schedule for the work is approved by the City.
- (c) Abandonment. Facilities of a ~~public service provider~~Public Service Provider that are not conformed within the 120-day notice period or within the approved schedule will be deemed abandoned, and the City, and any person working under contract with the City, will not be liable for any damage to or destruction or removal of the facilities, or for any interruption or termination of service through the facilities, caused by the activity of the City, or its contractors.
- (d) Permit Required. A person performing construction within the public right-of-way for the purpose of conforming facilities at the request of the City in advance preparation for a public improvement project shall obtain a permit in accordance with City ordinances.
- (e) Maintenance of Construction Area. The permittee shall maintain the construction area in accordance with §section 18.03.010(a)(25) or until the work order authorizing the construction of the public improvement project is issued by the City, whichever comes first.

§ 18.03.029 through § 18.03.100. (Reserved)

DIVISION 3.
Design Manual

§ 18.03.101. **Purpose.**

- (a) This design manual is for maintenance of, siting and criteria for the installation of wireless facilities, including micro network nodes, network nodes, node support poles and related ground equipment being installed pursuant to Tex. Loc. Gov't Code, chapter 284, the FCC Order, and related federal regulations.
- (b) This design manual shall apply to any and all maintenance, siting, installations, collocations, or other placement of, in, over or under the public rights-of-way of network nodes, node support poles, micro network nodes, distributed antenna system(s), microwave communications or other wireless facilities, by whatever nomenclature, whether they are installed pursuant to chapter 284 of the Local Government Code or installed pursuant to an agreement to use the right-of-way or authorization or installed as may otherwise be allowed by state law.
- (c) The city enacts these design requirements and guidelines in order to meet its fiduciary duty to its citizens, and to give assistance and guidance to network providers in the safe, aesthetically pleasing, efficient, and timely installation of facilities.
- (d) The Federal Communications Commission, by Declaratory Ruling and Third Report and Order, WT Docket No. 17-79, WC Docket No. 17-84, released on September 27, 2018, Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Development (FCC Order), adopted new rules affecting the city's review of wireless facility siting applications, located at 47 CFR ~~§§—sections~~ 1.6001–1.6003. The FCC's Order recognizes the appropriateness of the imposition by municipalities of aesthetic standards on small wireless facilities that are reasonable, no more burdensome than those applied to other types of infrastructure deployments, and published in advance. This design manual meets the guidelines stated by the FCC, and is for the purpose of furthering the public health, safety, and welfare of the citizens of the city by establishing aesthetic standards for the installation of facilities in the public rights-of-way that are reasonably directed to avoiding or remedying the intangible public harm of unsightly or out-of-character deployments in the public rights-of-way. All of the provisions herein, whether specifically stated or not, are for the furtherance of this public purpose.
- (e) The provisions of this design manual are adopted to further the public health, safety, and welfare of the citizens of the city by establishing aesthetic standards for the installation of facilities in the public right-of-way that are reasonable, are technically feasible, and are reasonably directed to avoiding or remedying the intangible public harm of unsightly or out-of-character deployments. The provisions of this design manual are further adopted in order to avoid congestion of the right-of-way caused by multiple pole installations, minimize the hazard of poles adjacent to roadways, minimize the effect on property values, and protect, maintain, and promote the appearance of natural surroundings in public parks and certain residential areas and in areas designated as underground areas.

- (f) A network provider shall comply with the city's rights-of-way management ordinance except where in conflict with this design manual or chapter 284, subchapter C, or the FCC order and rules adopted thereby.

(Ordinance O-2021-034 adopted 6/3/21)

§ 18.03.102. **Prohibited or restricted areas for wireless facilities in the right-of-way.**

- (a) Municipal parks and residential areas. A network provider may not install a new node support pole in the following locations:

- (1) In a municipal park; or
- (2) In right-of-way that is adjacent to a street that is:
 - (A) Not more than fifty (50) feet wide at average width, measuring vehicular traveled portion only as set out in the definition of "street" and the measurement does not include intersection and refers only to the main traveled portion measured at mid-block or mid-point between intersections; and
 - (B) Adjacent to developed or undeveloped single-family residential lots, other multifamily residential area or land that is designated for residential use by zoning or deed restrictions.
- (3) Construction in right-of-way adjacent to a school is prohibited, unless all contractors, sub-contractors, or other workers follow all statutory requirements in the Texas Education Code regarding work on school grounds, as applicable.

- (b) Undergrounding district.

- (1) A network provider shall comply with nondiscriminatory undergrounding requirements, including municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining the appropriate zoning, land use approval or other required approval.
- (2) Areas may be designated from time to time by the city as underground required areas in accordance with filed plats, and or conversions of overhead to underground areas, as may be allowed by law.
- (3) Each permit application shall disclose if it is within an area that has undergrounding requirements.

- (c) Historic district and design districts.

- (1) A network provider must obtain advance written approval from the city before collocating network nodes or installing node support poles in a design district with

decorative poles or in an area of the city zoned or otherwise designated as a design district or historic district.

(2) Concealment required:

(A) As a condition for approval of network nodes or node support poles in design districts with decorative poles or in a historic district, concealment measures are required for network nodes or node support poles or related ground equipment or any portion of the nodes, poles, or equipment.

(B) Said concealment measures shall minimize the impact to the aesthetics in a historic district or design district.

(3) Network provider shall comply with and observe all applicable city, state, and federal historic preservation laws and requirements.

(d) Historic preservation laws and requirements. Network provider shall comply with and observe all applicable city, state, and federal laws and requirements, including historic preservation laws and requirements.

(e) Historic landmarks. Network provider is discouraged from installing a network node or node support pole within three hundred (300) feet of a historic site or structure or historic landmark recognized by the city, state or federal government (see, for example, and not limited to §section 442.001(3) of the Texas Government Code, and 16 U.S.C. §section 470), as of the date of the submission of the permit.

(f) Designated areas.

(1) The council may designate an area as a historic district, design district or underground district at any time.

(2) Underground district. Underground districts or underground requirement areas are not limited to those designated above and any area that meets the definition of underground district or underground requirement area shall be considered to be an underground district or underground requirement area. An area does not need to be designated by this article to be considered to be within an underground district. Such designation does not require a zoning case. Any area declared to be an underground district by city council or any area that meets the definition of underground district or underground requirement area shall be subject to all requirements and protections for an underground district.

(3) Historic district. Historic districts are not limited to those designated above and any area that meets the definition of historic district shall be considered to be a historic district. An area does not need to be designated by this ordinance to be considered to be within a historic district. Such designation does not require a zoning case. Any area declared to be a historic district by city council or any area that meets the definition of historic district shall be subject to all requirements and protections for a historic district.

- (4) Design district. Design districts are not limited to those designated above and any area that meets the definition of design district shall be considered to be a design district. The city council may designate an area as a design district at any time. An area does not need to be designated in this ordinance to be considered to be within a design district. Such a designation does not require a zoning case. Any area designated by city council as a design district or any area that meets the definition of a design district shall be subject to all requirements and protections for a design district.

(g) Defense.

- (1) It shall be a defense to the above requirements prohibiting or restricting location of facilities in a park, residential area, historic district, design district or underground district that the network provider obtained advance written approval or waiver of restrictions from the city before collocating new network nodes or installing new node support poles or ground equipment in a prohibited or restricted location. In any prosecution herein for such prohibition or violation of any restrictions, it shall be an affirmative defense to have an agreement with the city that approved such location or waived the applicable restriction.
- (2) If an agreement is granted to locate in a prohibited location, the network provider shall be required, as a condition for approval of new network nodes or new node support poles in a prohibited location, to install reasonable design or concealment measures for the new network nodes or new node support poles. Therefore, any request for installations in a prohibited location, must be accompanied with concealment measures in the permit applications.
- (3) The city requests that a network provider explore the feasibility of using certain camouflage measures to improve the aesthetics of the network nodes, node support poles, or related ground equipment, or any portion of the nodes, poles, or equipment, to minimize the impact to the aesthetics in all locations of the city.

- (h) Private deed restrictions and property owners association rules. A network provider installing a network node or node support pole in a public right-of-way described above shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities.

(i) Ground equipment.

- (1) Ground equipment shall be minimal and the least intrusive at all sites.
- (2) In order to maximize line of sight at street corners and intersections and minimize hazards at those locations, ground equipment may not be installed within two hundred fifty (250) feet of a street corner or street intersection.
- (3) Ground equipment may not be installed at street corners or intersections within a visibility triangle.

(4) Ground equipment shall not be installed near a driveway.

- (j) Each permit application shall designate if the requested area for installation is within a residential area, a municipal park, an underground district or underground requirement area, or a historic district or a design district.

(Ordinance O-2021-034 adopted 6/3/21)

§ 18.03.103. **Preferred location.**

- (a) The following locations, in the order listed, are the preferred locations for installation of poles or wireless facilities:

- (1) Industrial areas.
- (2) Areas designated by the city as a highway rights-of-way area, provided that such areas are not adjacent to a municipal park, residential area, historic district, design district or any prohibited area set out above.
- (3) Retail and commercial areas, provided such areas are not in a prohibited location, such as an underground district, design district or historic district.

- (b) In the absence of state law or an agreement or municipal authorization providing otherwise, network nodes shall be restricted to preferred locations set out in this section.

(Ordinance O-2021-034 adopted 6/3/21)

§ 18.03.104. **Order of preference regarding attachment to existing facilities.**

- (a) The following shall be the order of preference for the attachment of network nodes to existing facilities, beginning with most preferred location and ending with least preferred location. In addition to the preference set out by the city, existing facilities may be owned by third parties and may not be available for attachment of facilities or may require authorization from other parties.

- (b) Order of preference from most preferable to least preferable.

- (1) Most preferable. Existing telephone or electrical lines between existing utility poles. Micro network nodes shall only be lashed on existing telephone or electrical lines between existing utility poles (electric poles or telephones poles), with notice to the pole owner as required by the Federal Pole Attachment Act, and not placed on utility poles, node support poles or service poles.
- (2) Preferable. Existing utility poles (electric poles or telephones poles), shall be the preferred support facility for network nodes and related ground equipment.
- (3) Least preferable. Municipal service poles, which shall require an agreement with the city. Municipal service poles includes (in order of preference):

(A) Non-decorative street lights.

(B) Traffic signal structures. Network nodes may only be attached to traffic signal structures when such installation will not interfere with the integrity of the facility and will not interfere with the safety of the public. Any installation of network node facilities on any traffic signal structures shall:

- (i) Be encased in a separate conduit than the traffic light electronics;
- (ii) Have a separate electric power connection than the traffic signal structure;
- (iii) Shall not puncture or drill into the structure; and
- (iv) Have a separate access point than the traffic signal structure.

(C) Other municipal service pole use is discouraged.

(4) New node support poles shall also be least preferred. Collocation shall generally be preferred over new poles. New poles shall not be installed in prohibited areas and shall only be allowed in restricted areas to the extent all requirements are followed or a waiver is granted. Any new poles shall be camouflaged to the extent allowed by law as set out in this article.

(c) Ground equipment should be minimal and the least intrusive.

(d) In the absence of state law or an agreement or municipal authorization providing otherwise, network nodes, if allowed, shall be restricted to most preferable locations set out in this section and shall be prohibited in the least preferable.

(Ordinance O-2021-034 adopted 6/3/21)

§ 18.03.105. **Placement requirements.**

(a) A network provider shall construct and maintain network nodes and node support poles in a manner that does not:

- (1) Obstruct, impede, or hinder the usual travel or public safety on a public right-of-way;
- (2) Obstruct the legal use of a public right-of-way by other utility providers;
- (3) Violate nondiscriminatory applicable codes;
- (4) Violate or conflict with the municipality's publicly disclosed public right-of-way management ordinance or this design manual.
- (5) Violate the federal Americans with Disabilities Act of 1990 (42 U.S.C. section 12101 et seq.) or PROWAG.

(b) Network node facilities shall be installed in accordance with section **18.03.010** and all other

applicable requirements of this article.

(c) Right-of-way.

- (1) Network nodes installation shall follow all applicable requirements of this article, including section **18.03.010**.
- (2) Network node facilities, node support poles and related ground equipment shall be placed, as much as possible, within two (2) feet of the outer edge of the right-of-way line.
- (3) Node support poles and related ground equipment shall not impede pedestrian or vehicular traffic in the right-of-way.
- (4) No protrusion from the outer circumference of the existing structure or pole shall be more than two (2) feet.

(d) Parks. For the safety of park patrons, particularly small children, and to allow full line of sights near park property, the network provider shall not install ground equipment in a right-of-way that is within a park or within two hundred fifty (250) feet of the boundary line of a park. The network provider may request a waiver of the requirement that such equipment not be within two hundred fifty (250) feet of a park from the board of adjustment.

(e) There shall be no more than one (1) network node on any one (1) pole.

(Ordinance O-2021-034 adopted 6/3/21)

§ 18.03.106. **Camouflage required when possible.**

- (a) Camouflage is required by the city when wireless facilities are allowed, as set forth above, in design districts with decorative poles or in historic districts.
- (b) It is the city's preference that all new node support poles be camouflaged, except those located in an area zoned or predominantly industrial or in a designated highway district area.
- (c) Companies shall submit their proposal for camouflage with the permit application.

(Ordinance O-2021-034 adopted 6/3/21)

§ 18.03.107. **General requirements.**

(a) Confirmation of non-interference with city safety communication networks.

- (1) The network provider shall provide analysis that the proposed network node shall not cause any interference with city public safety radio system, traffic signal light system, or other city safety communications components.
- (2) It shall be the ongoing responsibility of the network provider to evaluate, prior to making application for permit and while network nodes remain in the right-of-way, the

compatibility between the existing city infrastructure and provider's proposed network node. A network node shall not be installed in a location that causes any interference and any network node that causes destructive interference post-installation shall correct such interference or be removed and shall follow all federal regulations regarding interference.

(3) Network nodes shall not be allowed on city's public safety radio infrastructure.

(b) Size limits.

- (1) Network providers shall provide detailed drawings, with calculations to show strict conformity to the size limitations as set forth in this article.
- (2) To the extent authorization is provided by franchise or license, the franchise or license controls.
- (3) To the extent authorization is provided by state law which sets out size limits, the size limits in the state law control.
- (4) If authorization is provided through a state law with no size limits, or other authorization with no size limits, the size limits of this section shall control.
- (5) Unless otherwise provided by state law or municipal authorization, license, franchise or agreement, the following maximum size limits are applicable (required):

(A) Micro network node dimensions:

- (i) Maximum length: ~~Twenty~~twenty-four (24) inches;
- (ii) Maximum width: fifteen (15) inches;
- (iii) Maximum height: twelve (12) inches.

(B) Network node shall meet the requirements as set out in chapter 284 of the Local Government Code.

(C) Pole height not higher than ten (10) feet above the average height of utility poles within five hundred (500) linear feet of a new pole or fifty-five (55) feet, whichever is least.

(D) Ground equipment, separate from the pole, shall meet the requirements of chapter 284 of the Local Government Code or if such requirements are not applicable, may not be higher than three feet six inches (3'6") from grade, wider than three feet six inches (3'6").

(E) When not otherwise set out in this ordinance or in a municipal authorization, the size limits shall not be greater than size limits set forth for structures or equipment in chapter 284 of the Local Government Code, where applicable.

(F) Size limits may be reduced when necessary for public health, safety or welfare.

- (c) Size limits provided by state law are only applicable for so long as required by state law. If said state law is found to be repealed, struck down, pre-empted or invalid, in whole or in part, the standards required by the city, either in the municipal authorization or an amendment to the municipal authorization or the directives of the city or this article, shall be required and such standards shall be subject to individualized review.
- (d) Concealment. The network node facilities shall be concealed or enclosed as much as possible in an equipment box, cabinet, or other unit that may include ventilation openings. External cables and wires hanging off a pole shall be sheathed or enclosed in a conduit, so that wires are protected and not visible or visually minimized to the extent possible.
- (e) New node support pole spacing.
- (1) New node support poles shall be at a minimum three hundred (300) feet from a utility pole or another node support pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area, unless a lesser distance is approved by the ~~city manager~~ City Manager.
 - (2) New poles shall be placed a minimum of five (5) feet from a street curb or travel lane and eighteen (18) inches from a sidewalk to minimize the potential of being struck by a motor vehicle or bicycle.
 - (3) New poles shall be placed on breakaway anchor bolt supports or bases to minimize the impact severity to motor vehicles that strike the pole.
 - (4) In order to meet the definition of a small wireless facility under federal regulations, the facilities:
 - (A) Must be mounted on structures fifty (50) feet or less in height, including their antennas; or
 - (B) Must be mounted on structures no more than ten (10) percent taller than other adjacent structures; or
 - (C) May not extend existing structures on which they are located to a height of more than fifty (50) feet or by more than ten (10) percent, whichever is greater.

For purposes of this paragraph, “structure” means a pole or other building, whether or not it has an existing antenna facility, that is used or to be used for the provision of personal wireless service (whether on its own or comingled with other types of services).

- (f) Minimize ground equipment concentration. In order to minimize negative visual impact to the surrounding area, the city’s designee may deny a request for a proposed location if the network provider installs network node ground equipment where existing ground equipment already occupies a footprint of twenty-five (25) sq. ft. or more.

- (g) Allowed colors. Colors shall meet the requirements set out in section **18.03.010(a)(19)**.
- (h) If any network node facilities, node support poles or ground equipment is installed in a location that is not in accordance with the plans approved by the ~~city manager~~City Manager and impedes pedestrian or vehicular traffic or does not comply or otherwise renders the right-of-way non-compliant with applicable laws, including the American Disabilities Act, then network provider shall remove the network node facilities, node support poles or ground equipment.
- (i) Ground equipment.
- (1) Ground equipment should be minimal and the least intrusive. To minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way the maximum line of sight required to add to safe travel of vehicular and pedestrian traffic and in order to maximize that line of sight at street corners and intersections and to minimize hazards at those locations, ground equipment may not be installed within two hundred and fifty (250) feet of a street corner or a street intersection.
 - (2) Ground equipment near municipal parks. For the safety of municipal park patrons, particularly small children, and to allow full line of sights near municipal park property, the network provider shall not install ground equipment in a right-of-way that is within a park or within two hundred and fifty (250) feet of the boundary line of a park, unless approved by the ~~city manager~~City Manager and parks director in writing.
 - (3) To enhance the safety requirements of line of sight of pedestrians, particularly small children, the city's designee may deny a request for a proposed location if the network provider installs network node ground equipment where existing ground equipment within three hundred (300) feet already occupies a footprint of twenty-five (25) square feet or more.
 - (4) Ground equipment shall not be installed in such a manner as to interfere with a sight visibility triangle.
- (j) Municipal service poles.
- (1) An agreement shall be required for all installations on municipal service poles and all such installations shall be in accordance with the agreement.
 - (2) Installations on all service poles shall have an industry standard pole load analysis completed and submitted to the municipality with each permit application indicating that the service pole to which the network node is to be attached will safely support the load.
 - (3) Height of attachments:
 - (A) All attachments on all service poles shall be at least eight (8) feet above grade;

- (B) If a network node attachment is projecting toward the street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground; and
- (C) And meet all applicable requirements of state law and this article.
- (4) Installations on all traffic signal structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public and must be in accordance with the agreement with the city. Installation of network node facilities on any traffic signal structures shall:
 - (A) Be encased in a separate conduit than the traffic light electronics;
 - (B) Have a separate electric power connection than the traffic signal structure;
 - (C) Have a separate access point than the traffic signal structure;
 - (D) Shall not puncture or drill into the structure;
 - (E) Shall not be installed on the mast arm; and
 - (F) Meet all other requirements of state law and this article.
- (5) Installations on street signage: Installations on all street signage structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public and must be in accordance with the agreement with the city. Installation of network node facilities on any street signage structures that has electrics shall:
 - (A) Be encased in a separate conduit than any city signage electronics;
 - (B) Have a separate electric power connection than the signage structure;
 - (C) Have a separate access point than the signage structure; and
 - (D) Meet all other requirements of state law and this article.

(Ordinance O-2021-034 adopted 6/3/21)

§ 18.03.108. **Electrical supply.**

- (a) Network provider shall be responsible for obtaining any required electrical power service to the micro network node, network node facilities, node support poles and ground equipment. The city shall not be liable to the network provider for any stoppages or shortages of electrical power furnished to the micro network node, network node facilities, node support poles or ground equipment, including without limitation, stoppages or shortages caused by any act, omission, or requirement of the public utility serving the structure or the act or omission of any other tenant or network provider of the structure, or for any other cause beyond the control of the city.

- (b) Network provider shall not allow or install generators or back-up generators in the right-of-way.

(Ordinance O-2021-034 adopted 6/3/21)

§ 18.03.109. **Installation and inspections.**

- (a) Installation. (1) Network provider shall, at its own cost and expense, install the micro network node, network node facilities, node support poles and related ground equipment in a good and workmanlike manner and in accordance with the requirements promulgated by the ~~city manager~~City Manager, as such may be amended from time to time. Network provider's work shall be subject to the regulation, control and direction of the ~~city manager~~City Manager. (2) All work done in connection with the installation, operation, maintenance, repair, modification, and/or replacement of the micro network node, network node facilities, node support poles and related ground equipment shall be in compliance with any agreement with the city as applicable and all applicable laws, ordinances, codes, rules and regulations of the city, county, state, and the United States ("laws").
- (b) Standard pole load analysis on attachments to a service pole. All applications for permits to collocate or attach to any service pole must have included in its permit application a completed industry standard individual pole load analysis performed and sealed by an engineer licensed by the State of Texas that indicates that the service pole to which the network node is to be attached will safely support the load. Such analysis shall also address safety of pole and attachments in regard to wind loads, collision with motor vehicle, supporting weight of the node, interference with city communications systems, and all other pertinent information.
- (c) Inspections. The ~~city manager~~City Manager may perform visual inspections of any micro network node, network node, node support pole or related ground equipment located in the right-of-way as the ~~city manager~~City Manager deems appropriate without notice. If the inspection requires physical contact with the micro network node, network node, node support poles or related ground equipment, the ~~city manager~~City Manager shall provide written notice to the network provider within five (5) business days of the planned inspection. Network provider may have a representative present during such inspection.
- (d) No installations shall be placed on the mast arm of a traffic-control signal.

(Ordinance O-2021-034 adopted 6/3/21)

§ 18.03.110. **Requirements in regard to removal, replacement, maintenance and repair.**

- (a) Removal or relocation by network provider.
 - (1) If the network provider removes or relocates a micro network node, network node facilities, node support pole or related ground equipment at its own discretion, it shall notify the ~~city manager~~City Manager in writing not less than ten business days prior to removal or relocation. Network provider shall obtain all permits required for relocation or removal of its micro network node, network node facilities, node support poles and

related ground equipment prior to relocation or removal.

- (2) The city shall not issue any refunds for any amounts paid by network provider for micro network node, network node facilities, node support poles or related ground equipment that have been removed.
- (3) Any abandoned or obsolete micro network node, network node, node support pole or other related equipment shall be removed in strict accordance with this article and all other applicable ordinances and state law.
- (4) Network provider shall remove micro network node, network node facilities, node support pole or related ground equipment when such facilities are abandoned regardless of whether or not notice is received from the city. Such removal must occur within ninety days from the date of abandonment, unless additional time is allowed by the city. The network provider shall provide advance written notice of such removal which must be received by the city at least two working days prior to the removal, except in case of emergency. Such notice shall specify the location and description of each micro network node, network node facilities, node support pole or related ground equipment to be removed.
- (5) The ~~city manager~~City Manager may require the network provider to complete additional remedial measures necessary for public safety and the integrity of any city facilities and the right-of-way.

(b) *Removal or relocation required for city project.*

- (1) A network provider shall relocate or adjust micro network node, network node, node support pole and related ground equipment in a public right-of-way in a timely manner in accordance with sections ~~18.03.012~~ and ~~18.03.028~~ and without cost to the municipality managing the public right-of-way.
- (2) Pursuant to state law and as a condition for occupancy of the right-of-way, the network provider may be required by the city to remove or relocate any of its facilities, including but not limited to, its micro network node, network node, node support pole and related ground equipment, or any portion thereof from the right-of-way, and network provider shall, at the ~~city manager~~City Manager's direction, remove or relocate the same at network provider's sole cost and expense, whenever the ~~city manager~~City Manager reasonably determines that the relocation or removal is needed as set out in sections ~~18.03.012~~ and ~~18.03.028~~.
- (3) If network provider fails to remove or relocate the micro network node, network node, node support pole or related ground equipment, or portion thereof as requested by the ~~city manager~~City Manager within ninety (90) days of network provider's receipt of the request, then the city shall be entitled to remove the micro network node, network node, node support pole or related ground equipment, or portion thereof at network provider's sole cost and expense, without further notice to network provider, and network provider shall, within thirty (30) days following issuance of invoice for the same, reimburse the

city for its reasonable expenses incurred in the removal (including, without limitation, overhead and storage expenses) of the micro network node, network node, node support pole or related ground equipment, or portion thereof.

(c) Removal required by city for safety or due to imminent danger; or for improper permitting or licensing.

- (1) Network provider shall, at its sole cost and expense, promptly disconnect, remove, or relocate the applicable micro network node, network node, node support pole and related ground equipment within the time frame and in the manner required by the ~~city manager~~City Manager if the ~~city manager~~City Manager reasonably determines that the disconnection, removal, or relocation of any part of a micro network node, network node, node support pole and related ground equipment:

(A) is necessary to protect the public health, safety, welfare, or city property,

(B) the micro network node, network node, node support pole and related ground equipment, or portion thereof, is adversely affecting proper operation of streetlights or city property, or

(C) network provider fails to obtain all applicable licenses, permits, and certifications required by law for its micro network node, network node, node support pole and related ground equipment, or use of any location under applicable law.

If the ~~city manager~~City Manager reasonably determines that there is imminent danger to the public, then the city may immediately disconnect, remove, or relocate the applicable micro network node, network node, node support pole and related ground equipment at the network provider's sole cost and expense.

- (2) The ~~city manager~~City Manager shall provide ninety (90) days written notice to the network provider before removing a micro network node, network node, node support pole and related ground equipment under this section, unless there is imminent danger to the public health, safety, and welfare.

- (3) Network provider shall reimburse city for the city's actual cost of removal of micro network node, network node, node support pole and related ground equipment within thirty (30) days of receiving the invoice from the city.

- (d) Restoration. Network provider shall repair any damage to the right-of-way, or any facilities located within the right-of-way, and the property of any third party resulting from network provider's removal or relocation activities (or any other of network provider's activities hereunder) within ten (10) calendar days following the date of such removal or relocation, at network provider's sole cost and expense, including restoration of the right-of-way and such property to substantially the same condition as it was immediately before the date network provider was granted a permit for the applicable location or did the work at such location (even if network provider did not first obtain a permit), including restoration or replacement of any damaged trees, shrubs or other vegetation. Such repair, restoration and

replacement shall be subject to the sole, reasonable approval of the ~~city manager~~City Manager.

- (e) Network provider responsible. Network provider shall be responsible and liable for the acts and omissions of network provider's employees, temporary employees, officers, directors, consultants, agents, affiliates, subsidiaries, sub-network provider's and subcontractors in connection with the installations of any micro network node, network node, node support pole and related ground equipment, as if such acts or omissions were network provider's acts or omissions.

(Ordinance O-2021-034 adopted 6/3/21)

§ 18.03.111. **Requirements upon abandonment.**

- (a) Upon abandonment or upon being deemed abandoned, network provider has a duty to promptly remove its facilities from the right-of-way. Notice from the city is not a prerequisite to the requirement for removal.
- (b) If the network provider does not promptly remove its facilities, removal procedures as set out in section **18.03.018** may be followed.

(Ordinance O-2021-034 adopted 6/3/21)

§ 18.03.112. **General provisions.**

- (a) All requirements of this article, including division 2, shall be met as applicable.
- (b) No city allocation of funds for removal and storage. All costs of any removal or storage of micro network node, network node, node support pole and related ground equipment, as authorized under this division, shall be the responsibility of the network provider and the city is not required to expend no funds to meet the requirements of the network providers. Any funds expended by the city due to an emergency or failure of a person to abide by these requirements shall be reimbursed to the city.
- (c) Ownership. No part of a micro network node, network node, node support pole and related ground equipment erected or placed on the right-of-way by network provider will become or be considered by the city as being affixed to or a part of, the right-of-way. All portions of the micro network node, network node, node support pole and related ground equipment constructed, modified, erected, or placed by network provider on the right-of-way will be and remain the property of network provider and may be removed by network provider at any time, provided the network provider shall notify the ~~city manager~~City Manager prior to any work in the right-of-way.
- (d) Size limits.
 - (1) Network providers shall provide detailed drawings, with calculations to show strict conformity to the size limitations as set forth in this article or state law with each application, notice of work to be performed or request for a permit for each location; provided, however, where possible providers are encouraged to reduce the size of

installed facilities.

- (2) The size limits in this article are only applicable for so long as required by state law. If chapter 284 of the Local Government Code is found to be repealed, struck down, pre-empted or invalid, in whole or in part, the standards required by the city, either in the municipal authorization or an amendment to the municipal authorization or the directives of the city or this Division then such standards shall be subject to individualized review.

(Ordinance O-2021-034 adopted 6/3/21)

§ 18.03.113. Insurance, indemnity, bonding and security deposits.

Insurance, indemnity, bonding and security deposits shall be in strict accordance with ~~the city's rights-of-way management ordinance~~section 18.03.008, and other applicable ordinances, except to the extent not consistent with state or federal law.

(Ordinance O-2021-034 adopted 6/3/21)

§ 18.03.114. Design manual - updates.

Placement or modification of micro network node, network node, node support pole and related ground equipment shall comply with ~~the city's design manual~~this section at the time the permit for installation or modification, and as ~~said design manual~~this section may be approved or amended from time to time.

(Ordinance O-2021-034 adopted 6/3/21)

§ 18.03.115 through § 18.03.150. (Reserved)

DIVISION 4.
Exemption Process

§ 18.03.151. **Administrative hearing - request for exemption.**

- (a) Should any person utilizing or proposing to utilize the right-of-way desire to request an exemption from a specific standard set forth in this article, and section **18.03.026** is not applicable, the person may request an administrative hearing before a board of appeals. The zoning board of adjustment shall act as the board of appeals for a request for exemption under this article.
- (b) Any person requesting an exemption from any of the requirements shall file such a request with the ~~city manager~~**City Manager** within fifteen (15) calendar days from the time that need for an exemption arose. If an exemption is requested prior to construction, the request should be submitted prior to filing for a permit.
- (c) An exemption shall only be granted if:
 - (1) Such exemption is not contrary to the public interest;
 - (2) Such exemption will not increase the burden on the right-of-way or other right-of-way users;
 - (3) Such exemption shall not increase the right-of-way management or administrative duties for city staff;
 - (4) The exemption shall fit within the spirit of this article; and
 - (5) The application of the ordinance in the particular circumstances would create an unnecessary hardship.
- (d) It shall take an affirmative vote of six (6) members of the board to grant the exemption.

Commented [MC1]: Should this reference the permit denial, revocation, suspension appeal provision (18.03.016)? If a if a permit appeal is denied, should that be subject to further Administrative review?

Or, should the .016 ordinance, empanel a hearing like this?