City of Hutto

Agenda

City Council Meeting
Thursday, July 11, 2024 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. **PROCLAMATIONS**
   - 5.1. Parks and Recreation Month
6. **CITY MANAGER COMMENTS**
   - 6.1. Swearing in of Laura Hallmark as City Secretary
7. **PUBLIC COMMENT**

   Any citizen wishing to speak during public comment may do so after completing the required registration form. The purpose of this item is to allow the residents of Hutto and other interested persons an opportunity to address the City Council on agenda issues and on non-agenda issues that are a matter of the jurisdiction of the City Council (i.e., City policy or legislative issues). Non-agenda issues regarding daily operational or administrative matters should be first dealt with at the administrative level by calling City Hall at (512) 759-4839 during business hours. Each person providing public comment will be limited to 3 minutes. Any citizen wishing to speak during public comment may do so after completing the required registration form. Written comments for this meeting may also be sent to comments@huttotx.gov PRIOR to 4:00 pm on July 11, 2024. The email must include name, address, phone # and email to be recognized properly. Written comments will be provided to Council.
8. **PRESENTATIONS**
   - 8.1. Presentation on the Vision and Future Possibilities of the Hutto YMCA (Russell Daniel)
   - 8.2. Estates of Hutto Public Improvement District (Kevin Youngblood)
   - 8.3. Public Works New Facility (CIP F01-2024) Planning and Programming Update (Rick Coronado)
9. **PUBLIC HEARINGS**
   - 9.1. Conduct a public hearing on Ordinance No. O-2024-002 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 (Ashley Bailey)

9.2. Conduct a public hearing and consider possible action on Ordinance No. O-2024-037 for the zoning change request for the property known as 213 FM 1660 South, 1.08 acres, more or less, of land, located at FM 1660 S and Evans Street, from OT-4R (Urban Residential) to OT-4T (Transition) (Ashley Bailey)

9.3. Conduct a public hearing and consider possible action on Ordinance No. O-2024-038 for the proposed Penske Planned Unit Development, 35.8 acres, more or less, of land, from Multi-family and an original zoning to PUD at the time of annexation, located on the west side of Innovation Blvd (Ashley Bailey)

9.4. Conduct a public hearing and consider possible action on Ordinance No. O-2024-039 for the proposed Stromberg Planned Unit Development, 372.121 acres, more or less, of land, from Agricultural/Single-Family - Rural to Planned Unit Development, located south of CR 132 (Ashley Bailey)

10. BOARDS AND COMMISSIONS

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

11. ORDINANCES

11.1. Consideration and possible action on Ordinance O-2024-036 to approve a budget amendment for the FY24 Hutto Economic Development Corporation budget in the amount of $3,750 for incentives management software (Cheney Gamboa)

12. RESOLUTIONS

12.1. Consideration and possible action on Resolution No. R-2024-130 adopting the Athletic Fields Study (Matt Rector and Jeff White)

12.2. Consideration and possible action to approve Resolution No. R-2024-134 to award a Depository Services contract to Wells Fargo Bank and authorizing the City Manager to execute the contract and all necessary agreements (Alberta Barrett)

12.3. Consideration and possible action on Resolution No. R-2024-135 scheduling a public hearing to consider amendments to the Land Use Assumptions and a Capital Improvements plan for Water and Wastewater under which an impact fee may be imposed within the City; directing the City Secretary to publish notice of said public hearing; and directing the Capital Improvement Advisory Committee to consider and make recommendations on the amendments to the Water and Wastewater Land Use Assumptions and Capital Improvements Plan (Matt Rector)

12.4. Consideration and possible action on Resolution No. R-2024-136 scheduling a public hearing to consider amendments to the Land Use Assumptions and a Capital Improvements plan for amendments to the Transportation Impact fee within the City; directing the City Secretary to publish notice of said public hearing; and directing the Capital Improvement Advisory Committee to consider and make recommendations on the amendments to the Land Use Assumptions and Capital Improvements Plan for amendments to the Transportation Impact Fee (Matt Rector)

12.5. Consideration and possible action on Resolution No. R-2024-137 to adopt the updated Thoroughfare Plan (Matt Rector)

13. OTHER BUSINESS

13.1. Consideration and possible action related to the review of wholesale utility agreement

(Alberta Barrett and Sara Cervantes)

13.2. Discussion and possible action providing direction to staff on the 42-inch wastewater line for the Cottonwood/Allora property (Matt Rector)

13.3. Consideration and possible action relating to Texas Pollutant Discharge Elimination System (TPDES) Wastewater Permit Applications in the City of Hutto Extraterritorial Jurisdiction (Legal)

14. CONSENT AGENDA ITEMS

14.1. Consideration and possible action on Resolution No. R-2024-138 authorizing the City Manager to execute an amendment to Individual Project Order (IPO), for professional services with Cobb, Fendley & Associates, LLC, in the amount of $989,563.11, for New Elevated Storage Tank (Cottonwood 2.0 MGD) (CIP W07-2024) (Matt Rector)

14.2. Consideration and possible action on Resolution No. R-2024-139 authorizing the City Manager to execute an amendment to the agreement 2022-008, for professional services with Garver LLC, in the amount of $332,078.93 for CR 137 (CIP T05-2023) (Matt Rector)

14.3. Consideration and possible action on Resolution No. R-2024-141 regarding amendment No. 4 for drainage design services to the K. Friese Contract in the amount of $138,130 for the Megasite East/West Spine road project (CIP T08-2023) (Matt Rector)

14.4. Consideration and possible action on Resolution No. R-2024-142 regarding the purchase of 43 iPro Body Worn cameras, software licenses and associated hardware from Ingram Technologies through the Texas DIR purchasing contract number CPO-4697 iPro in a not-to-exceed amount of $84,000 (Chief Jeffrey Yarbrough)

14.5. Consideration and possible action on Resolution No. R-2024-146 accepting the infrastructure improvements for the subdivision known as The Narrows multifamily public improvements (Rick Coronado)

14.6. Consideration and possible action on Resolution No. R-2024-147 amending the City Council Protocols per the discussion at the June 20, 2024 City Council meeting (Legal)

14.7. Consideration and possible action on Ordinance No. O-2024-040 amending City Code 2.05.046 (Public Access to Statements;Retention) per Council discussion at the June 20, 2024 City Council meeting (Legal)

14.8. Consideration and possible action on approving the June 20, 2024 Joint City Council and Economic Development Corporation and the regularly scheduled City Council Meeting minutes (Amanda Taylor)

15. 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).

15.1. Receive legal advice pursuant to Texas Government Code Sec. 551.071, (Consultation with Attorney), related to pending and/or Council legal requests, potential claims; pending litigation, including but not limited to the Amended and Restated Kokefest Agreement between the City of Hutto and Texas Music Network, dated March 4, 2021;

the Management Agreement between the City of Hutto and the Directors of Chaos, LLC dated March 7, 2024; the proposed Meadowbrook Public Improvement District; and the proposed Estates of Hutto Public Improvement District.

15.2. Receive legal advice pursuant to Texas Government Code Section 551.071, (Consultation with Attorney) relating to a wholesale water delivery agreement amendment in contemplation of negotiating for iron removal treatment for City of Hutto water in conjunction with delivery of new water source.

15.3. Receive legal advice pursuant to Texas Government Code Sec. 551.071, (Consultation with Attorney), related to the Brandon Roznovak claim against the Hutto Economic Development Corporation dated June 27, 2024, and claims related to the redesign of the Megasite Spine Road Construction project.

16. ACTION RELATIVE TO EXECUTIVE SESSION

16.1. Consideration and possible action on executive session items.

17. 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.

17.1. General Comments from City Council

17.2. Future Agenda Items

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

18. ADJOURNMENT

19. CERTIFICATION

I certify that this notice of the July 11, 2024 Hutto City Council meeting was posted on the City of Hutto website and the City Hall bulletin board of the City of Hutto on July 8, 2024 before 6:30 P.M.

Laura Hallmark

Laura Hallmark

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 Laura.Hallmark@huttotx.gov or call (512) 759-4839 for assistance.

A PROCLAMATION RECOGNIZING PARKS & RECREATION MONTH

WHEREAS, PARKS AND RECREATION PROMOTE HEALTH AND WELLNESS, IMPROVING THE PHYSICAL AND MENTAL HEALTH OF PEOPLE WHO LIVE NEAR PARKS; AND

WHEREAS, PARKS AND RECREATION ENCOURAGE PHYSICAL ACTIVITIES BY PROVIDING SPACE FOR POPULAR SPORTS, HIKING TRAILS, AND MANY OTHER ACTIVITIES DESIGNED TO PROMOTE ACTIVE LIFESTYLES; AND

WHEREAS, PARK AND RECREATION PROGRAMMING AND EDUCATION ACTIVITIES, SUCH AS OUT-OF-SCHOOL TIME PROGRAMMING, YOUTH SPORTS, AND ENVIRONMENTAL EDUCATION ARE CRITICAL TO CHILDHOOD DEVELOPMENT; AND

WHEREAS, PARKS AND RECREATION INCREASE A COMMUNITY'S ECONOMIC PROSPERITY THROUGH INCREASED PROPERTY VALUES, EXPANSION OF THE LOCAL TAX BASE, INCREASED TOURISM, THE ATTRACTION AND RETENTION OF BUSINESSES, AND CRIME REDUCTION; AND

WHEREAS, PARKS AND RECREATION ARE FUNDAMENTAL TO THE ENVIRONMENTAL WELL-BEING OF OUR COMMUNITY; AND

WHEREAS, OUR PARKS AND NATURAL RECREATION AREAS ENSURE THE ECOLOGICAL BEAUTY OF OUR COMMUNITY AND PROVIDE A PLACE FOR CHILDREN AND ADULTS TO CONNECT WITH NATURE AND RECREATE OUTDOORS; AND

WHEREAS, THE U.S. HOUSE OF REPRESENTATIVES HAS DESIGNATED JULY AS PARKS AND RECREATION MONTH; AND

WHEREAS, THE CITY OF HUTTO RECOGNIZES THE BENEFITS DERIVED FROM PARKS AND RECREATION RESOURCES.

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

Park and Recreation Month

in the City of Hutto.

PROCLAIMED the 6th day of July 2023

CITY OF HUTTO, TEXAS

_____

Mike Snyder, Mayor

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

CITY OF HUTTO REC CENTER – YMCA A LOOK FORWARD AT OPPORTUNITIES...

JULY 11, 2024

YMCA OF CENTRAL TEXAS



Our Hutto YMCA/Rec Center was constructed in 2012 when Hutto's population was 16,870.

Today, with Hutto's population nearing 40,000, overcrowding is a real issue. If you consider a facility square foot per capita comparison, the Hutto YMCA/Rec Center is one of the busiest indoor recreation centers in the region.

Your Hutto YMCA/Recreation Center is 28,000 square feet. Currently, 2,900 area households (10,150 individual members) pay monthly fees to utilize the facility.

Note: In most instances these YMCA "members" live within a 7-mile radius of the facility.







Since Labor Day 2023:

- 144,219 individuals have "checked in" and utilized the Hutto facility
- Approximately an additional 78,167 have visited the facility to watch a loved one play basketball, take a swim lesson, or gymnastics class
- 1,423 have participated in youth sports
- 228 have participated in specialty day camp

When we consider the ongoing concern of overcrowding…

We can benchmark the amount of indoor recreation space that our Hutto residents have available to them compared to our neighboring cities.

REGIONAL MUNICIPAL INDOOR REC CENTER/YMCA SQ FT TO POPULATION COMPARISON

Benchmark City	Municipal Indoor Rec Center Sq Ft	YMCA Sq Ft	Total (combined)	Population	Sq Ft Per Capita
Round Rock	83,000	80,000	163,000	115,000	1.48
Cedar Park	54,000	56,000	110,000	83,255	1.33
Georgetown	65,000	53,000	118,000	80,000	1.48
Hutto	28,000		28,000	37,000	.76
Burnet	56,000		56,000	6,710	8.35
Taylor	0		0	16,975	0

GOOD NEWS!

The recent "matching funds" committed to the refresh, interior reconfiguration, and outdoor pickleball courts will be a welcome temporary reprieve for the overcrowding issues.



BUT…

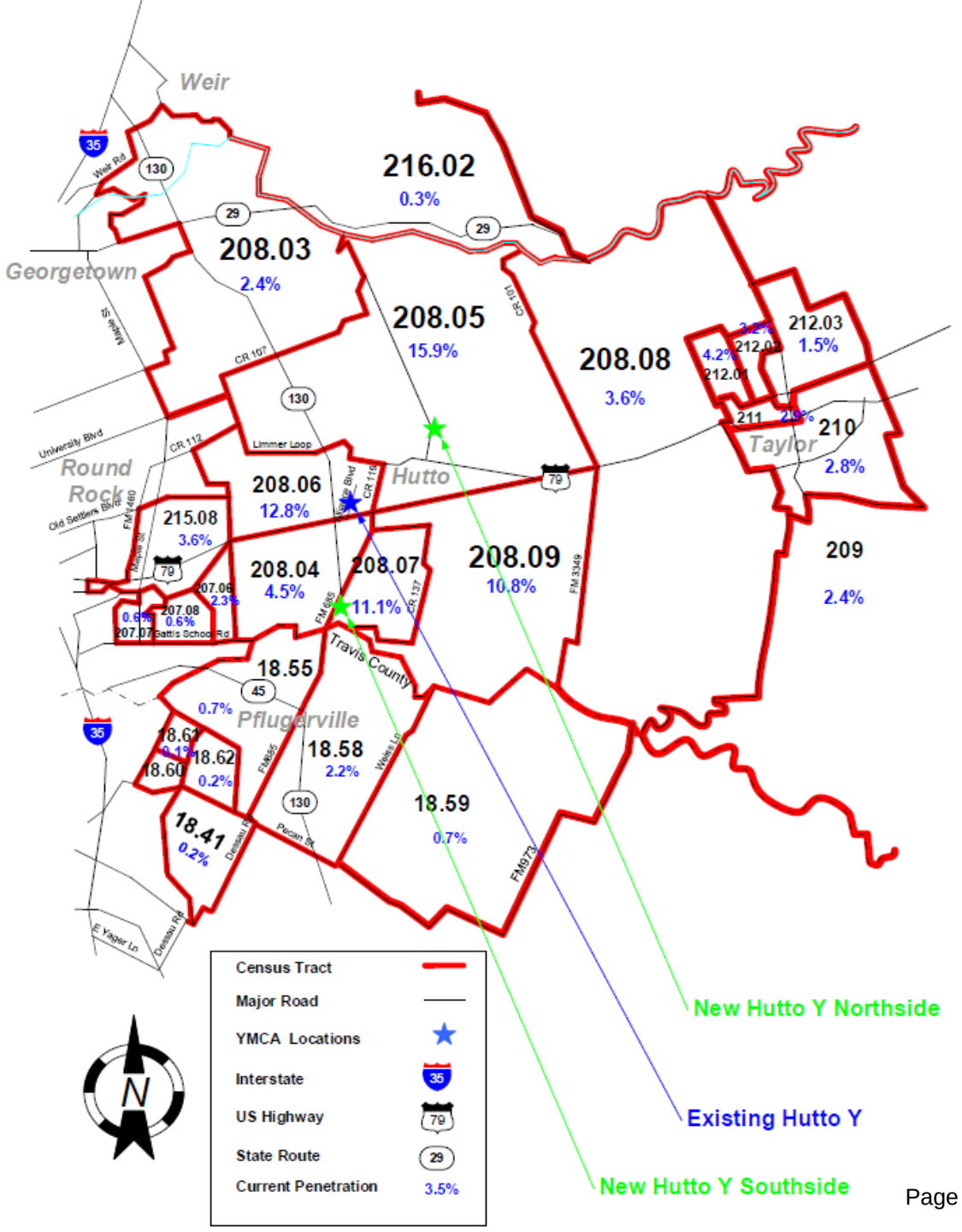
We really need to think about what's next and how we are going to meet our growing community's indoor recreation needs of tomorrow and the next day?

In 2019, the City of Hutto council and the YMCA leadership commissioned a market research firm to determine the following:

- **"If a larger YMCA/Rec Center facility was constructed, would more households utilize the center?"**

The 2019 research studied two locations for the potential new facility. There was no land committed to these sites.

Rather, the study utilized local input to identify a potential north and south option.



THE 900 STUDY-RELATED INTERVIEWS UTILIZED THE FOLLOWING METHODOLOGY:

The number of current (2019) YMCA members

+

The number of surveyed households that indicated a very high level of interest in joining a new larger facility

+

At what price point

+

At which location

=

An extrapolated usage projection based on an estimated 2023 population

The study determined that 87% of the interview participants preferred a southern site location.

The study confirmed that 1903 additional units at (6660 individual people) would pay monthly dues to utilize a new larger facility located in south Hutto.

Note: At the time of the study, the Hutto YMCA had 2071 units.

The facility components (and recommended sq. footage allowance) resulting from the study included:

General Description:

60,000 sq. ft. plus outdoor pool, one sports field and parking for 300 spaces.

Amenities:

• Lobby/Registration	2500 sq. ft.
• Kids Gym	2500 sq. ft.
• Infant and Toddler Area	2500 sq. ft.
• Teen Center	1800 sq. ft.
• Cardio and Fitness Area	8500 sq. ft.
• Group Exercise (1)	3000 sq. ft.
• Group Exercise (2)	1500 sq. ft.
• Cardio Theater	1000 sq. ft.
• Men, Women and family locker rooms	4500 sq. ft.
• Indoor pool (5 lanes, zero entry instructional Recreational, therapy pools & whirlpool slides Splash area)	8000 sq. ft.
• Pool pump and control room	500 sq. ft.
• Administrative Offices	700 sq. ft.
• Gymnasiums	15,000 sq. ft.
• Dance & Gymnastics Studio	3000 sq. ft.
• 8% hallway, transition space & storage.	4500 sq. ft.
• Total conditioned indoor space	60,000 sq. ft.

Outdoor Amenities

Outdoor seasonal and recreational pool	5,000 sq. ft.
(1) sports field (multi-use)	100 yards X 50 Yards
Parking spaces	300

MOST "DESIRED" FEATURES OF THE NEW HUTTO FAMILY YMCA

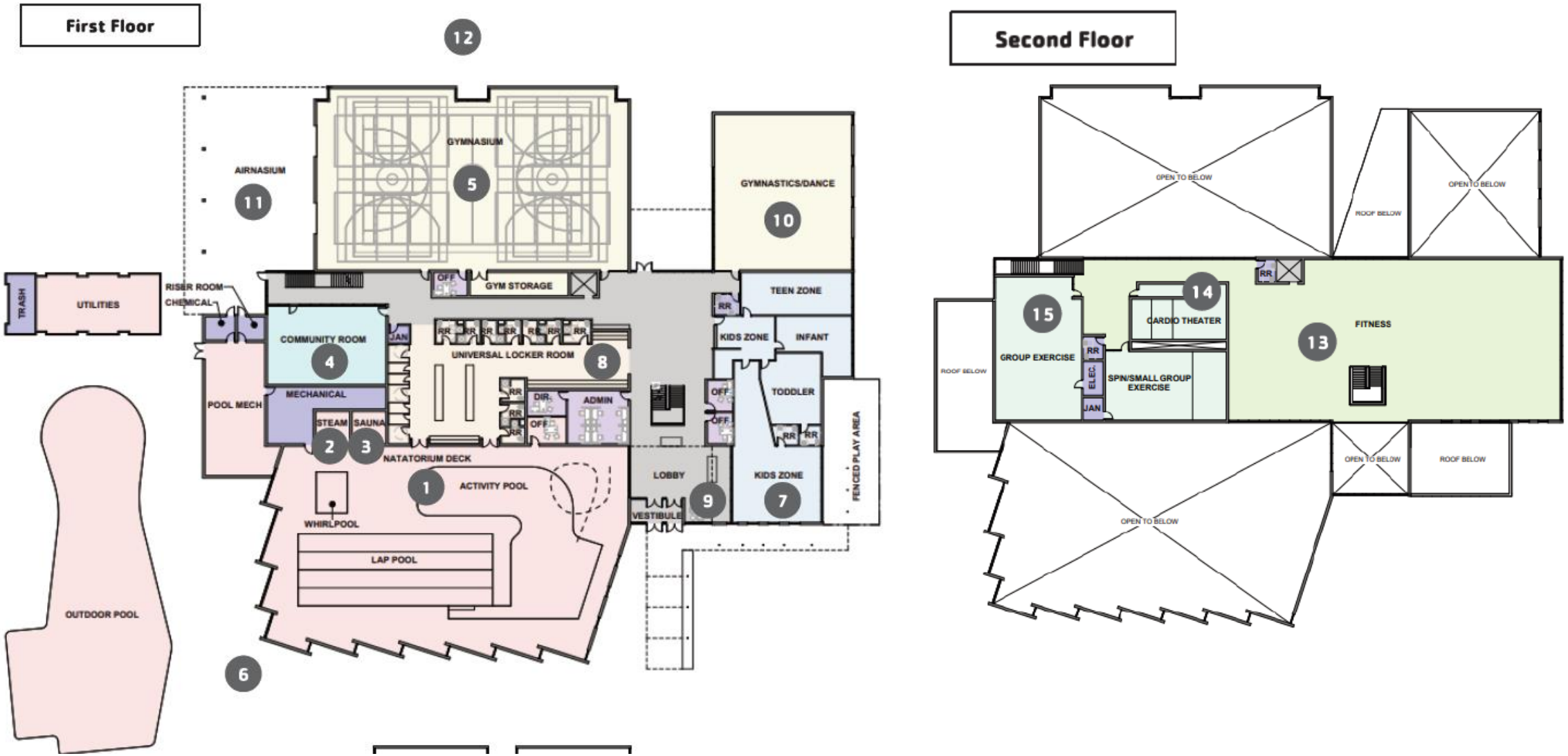
Programs	Wellness/ Fitness Center	Group Exercise Studios	Multipurpose Classrooms	Indoor Multipurpose Gymnasium	Indoor Warm Water Family Pool	Indoor Cool Water Lap Pool	Child Watch Babysitting	Youth/ Teen Center	Outdoor Recreation & Lap Pool
Adult Fitness	**Very High**	**Very High**			**Moderate**				
Adult Aquatic					**High**	High			**High**
Adult Adventure									
Adult Sports	**Very High**								
Adult Recreation									
Nutrition and Weight Management			Moderate						
Stress and Relaxation		**Very High**							
Rehab/Health Programs									
Women's Programs	**Very High**								
Family Activities		**High**	High		**High**				
Programs for Children Ages 0-2			Low		**Low**		Low		
Programs for Children Ages 3-5		**Low**	High	Low	**High**		High		**Very High**
Programs for Children Ages 6-9		**Low**	High	Low	**High**	Low	High		**Very High**
Programs for Children Ages 10-13	**Very High**	**Moderate**	Low	Moderate	**Very High**	Moderate		**High**	**Very High**
Programs for Children Ages 14-17	**Moderate**	**Low**	Low	Low	**High**	Low		**Moderate**	**Very High**

PROPOSED

The proposed "larger" Hutto facility that was utilized in the 2019 study is very similar to the current YMCA being designed for Georgetown.



NEW GEORGETOWN YMCA FLOOR PLAN



Of course, the next question that the city and YMCA leadership pondered was the cost of a proposed 55-60,000 sq. ft. facility.

Note: We anticipate our Georgetown YMCA to cost approximately $28M. (53,000 sq ft.)

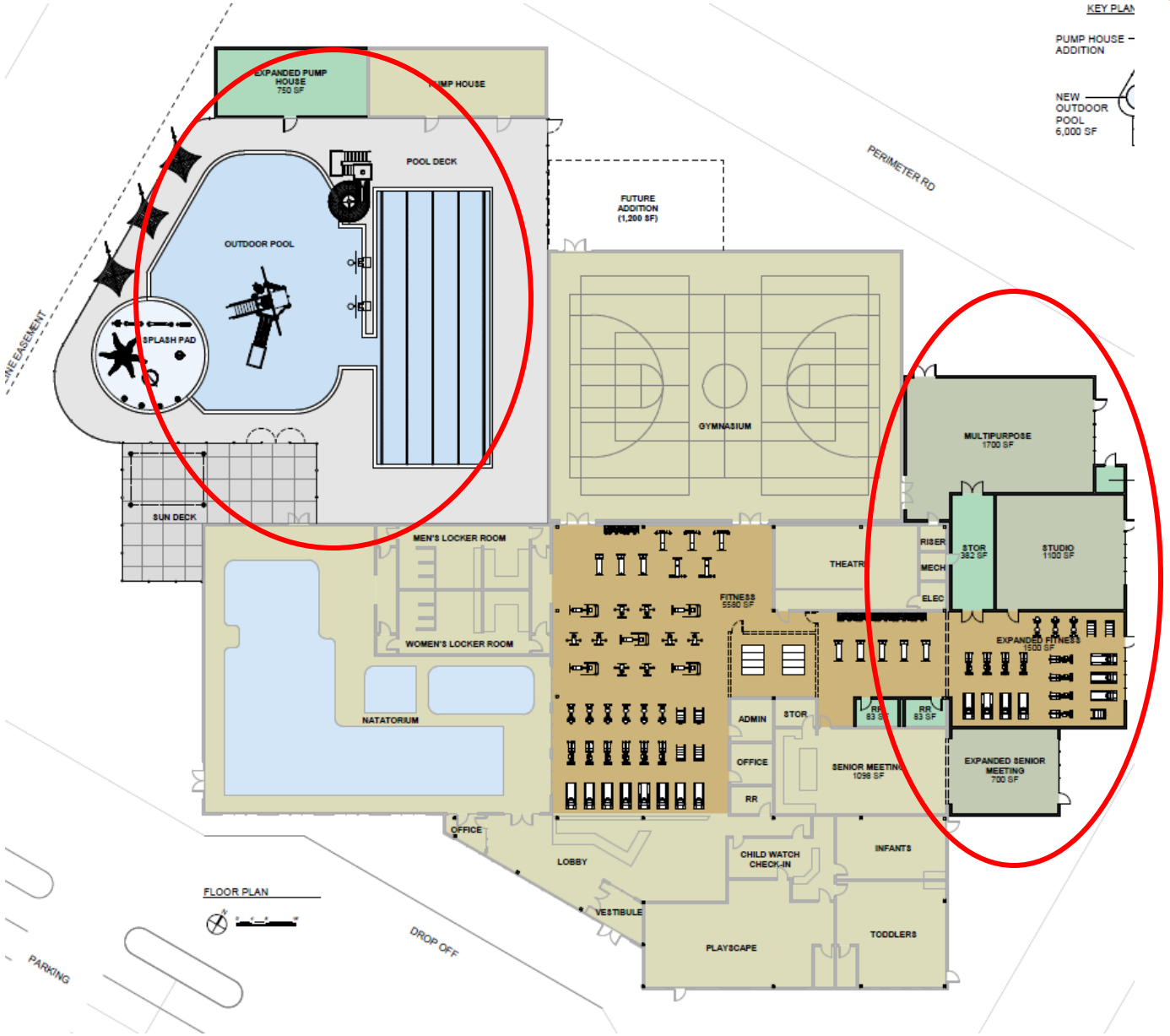
This caused words like "alternatives" and "options" to enter into the conversation.

Between the initial study and post-pandemic, the council and YMCA focused on the two facility components (expanded fitness area and outdoor aquatics) that were identified in the study as "most desired."

The Council considered the expansion possibilities and cost associated with adding these two components and enlarging the existing YMCA/Rec Center facility.

An outdoor pool and expanded health and wellness area were the two highest ranked "components" that the Hutto study identified.

This expansion plan was estimated to cost $7-8M at the time it was priced.



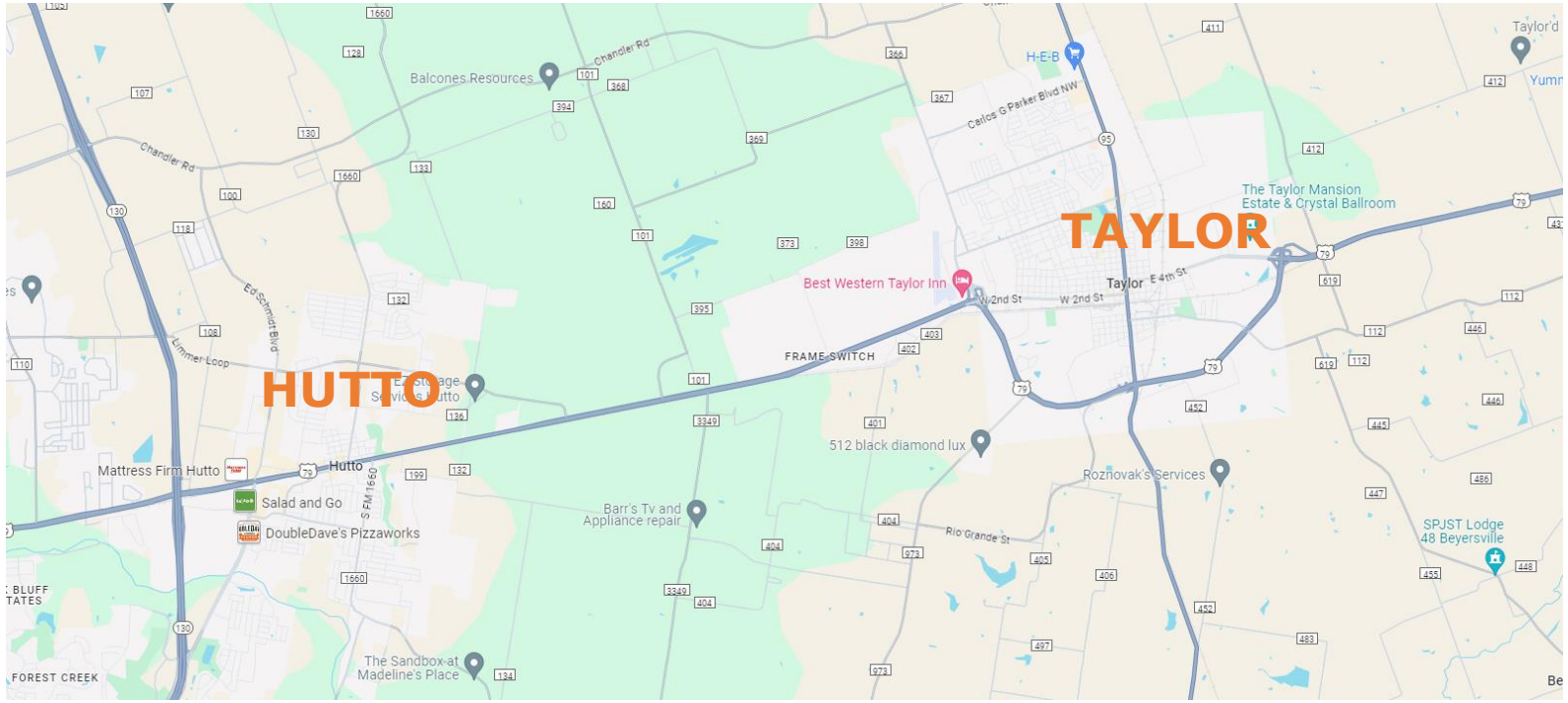
Interestingly enough…

The YMCA of Central Texas is in conversations with the City of Liberty Hill, Liberty Hill ISD, and Leander ISD regarding the possible joint funding of a comprehensive indoor YMCA/Rec Center that would meet the needs of each partner, the community and ISD student athletes.

Hmmm…

The 2019 study only considered a north and south location. We know a great deal more today about the projected regional population growth in the area.

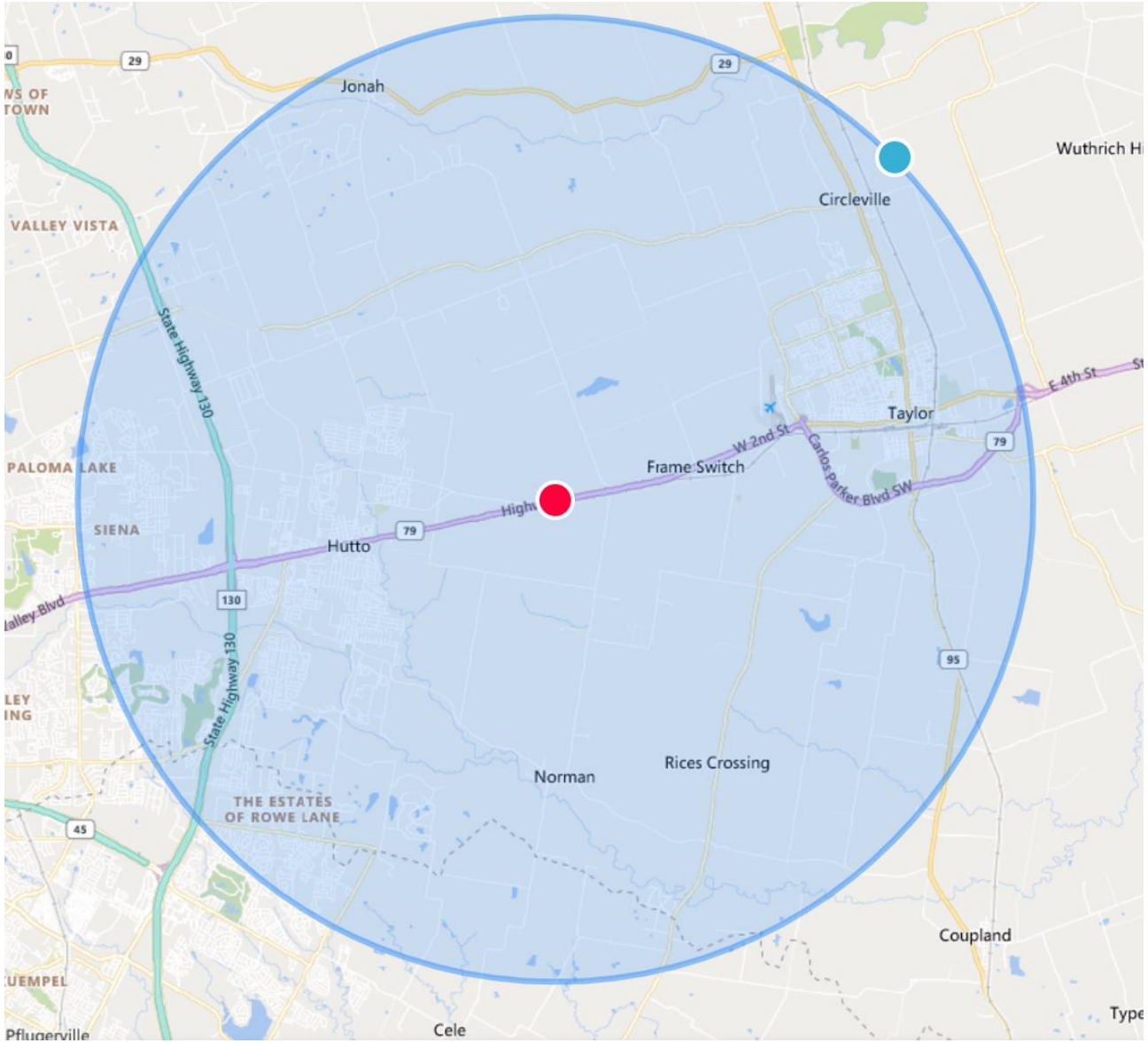
Something to Consider



An east-side regional YMCA/Rec Center may be able to serve two growing community's needs. Offer two ISDs an aquatic solution and give everyone a chance to share the cost burden.

7-Mile radius around potential YMCA site between Hutto and Taylor

Potential population projected 2024-2029 = 118,000 in the 7-mile radius



The questions we may ask ourselves are:

- **Could an east regional YMCA/Aquatics center between Hutto and Taylor entice both municipalities, ISD's and YMCA to participate in the planning, capital funding, and shared ongoing operating cost associated with a larger center?**
- **What is the best way to determine the potential interest of these possible partners?**
- **What's stopping us from formally starting this conversation?**

ESTATES OF HUTTO
PUBLIC IMPROVEMENT DISTRICT
CITY OF HUTTO

JULY 11, 2024

ABOUT THE DEVELOPER

GFO Home was created by real estate veterans who have collectively built more than 25,000 homes and have developed over 5,000 lots in the State of Texas over two decades. GFO has had unprecedented success and has already built a reputation for its high-end, modern homes, with a focus on design and versatile floor plans, with the best upgrades, fixtures, and finishes that you'll find anywhere.

GFO HOME

ESTATES OF HUTTO PROJECT SUMMARY

140 single-family residential lots

- 60’ Lot –114
- 70’ Lot –26

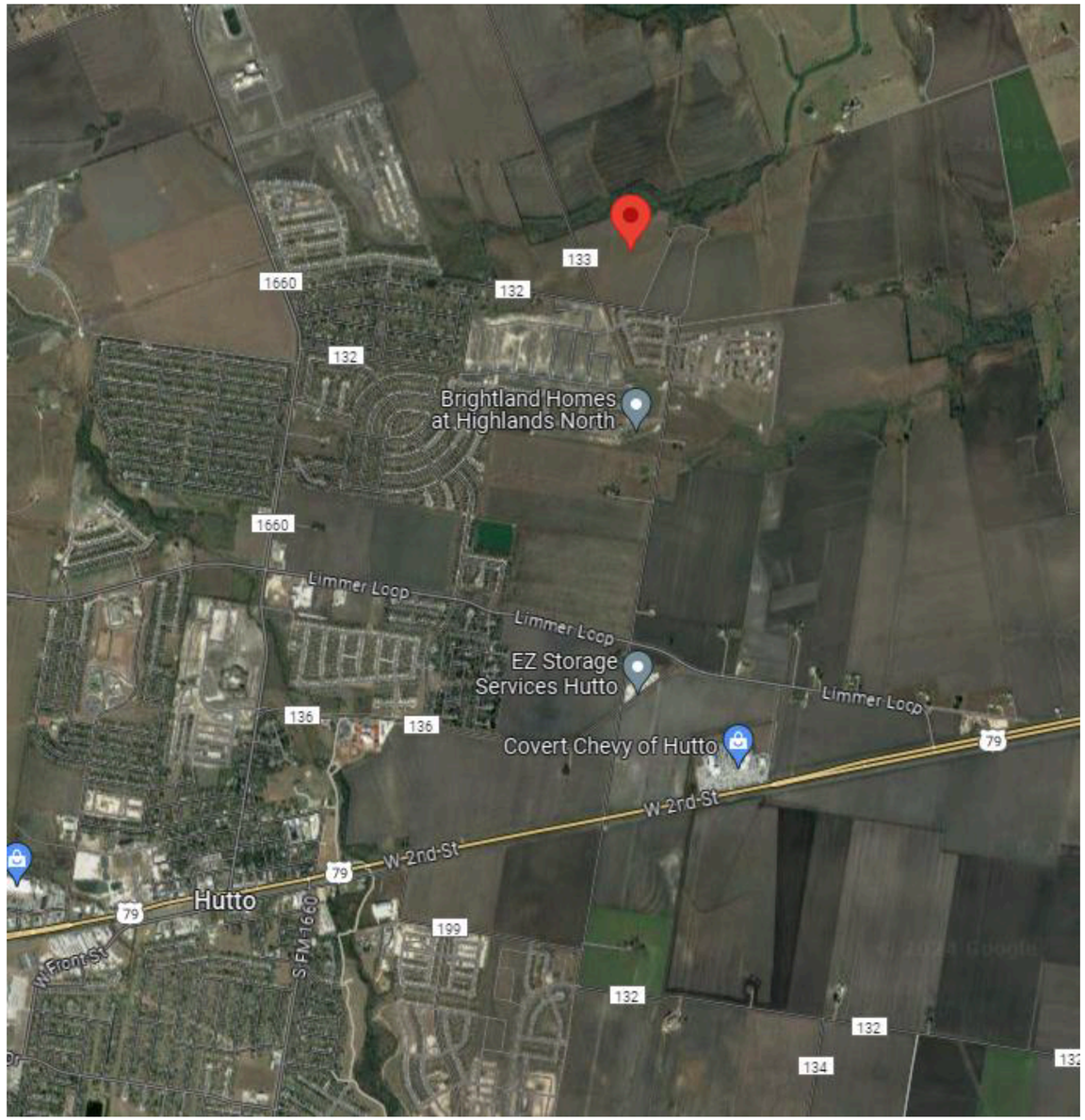
GFO Presidential Series Homes

- Average Home Size Ranging from 3,000 –4,500 Square Feet

Estimated Average Sales Price by Lot Type

- 60’ Lot -$700,000
- 70’ Lot -$750,000

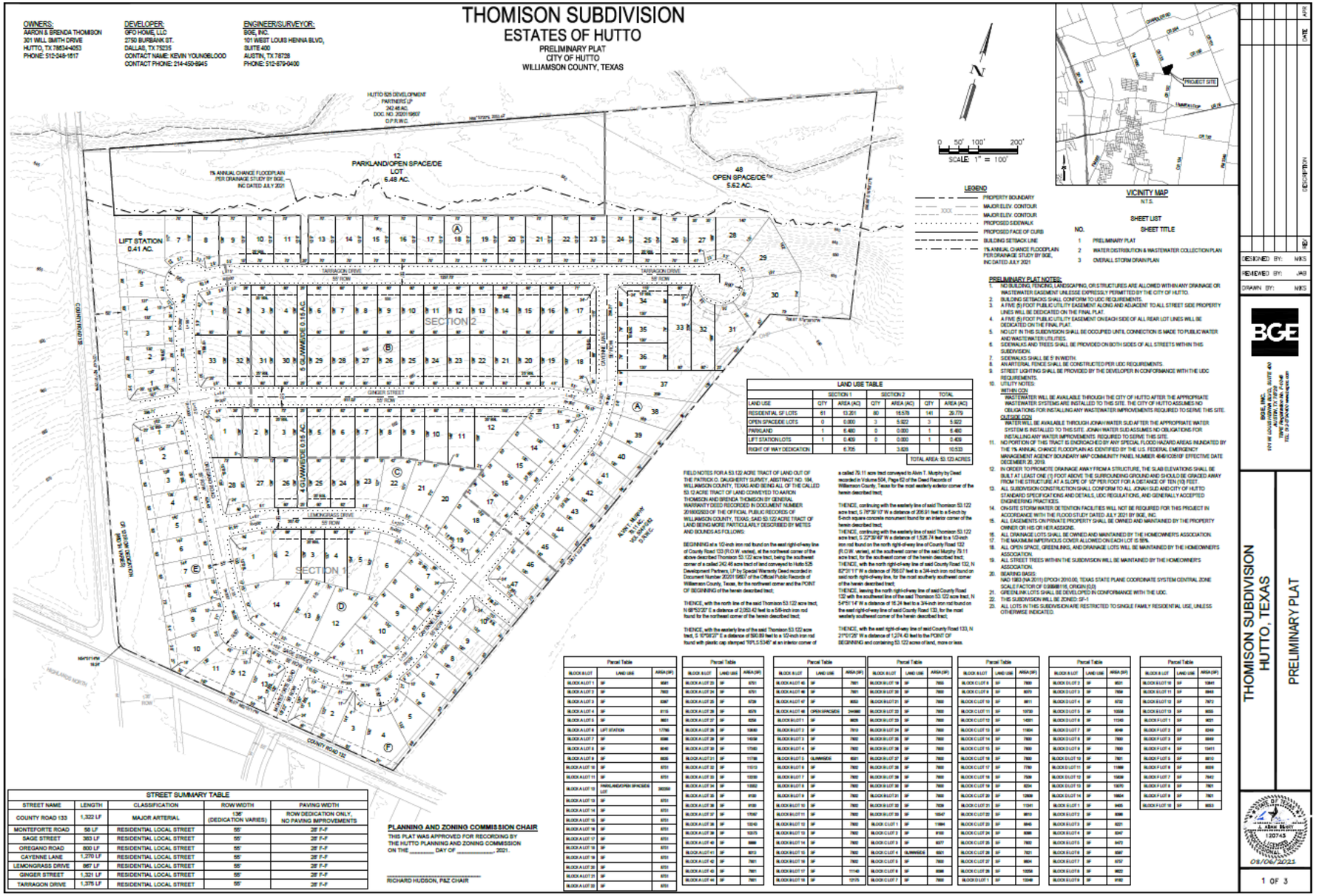
PROJECT LOCATION



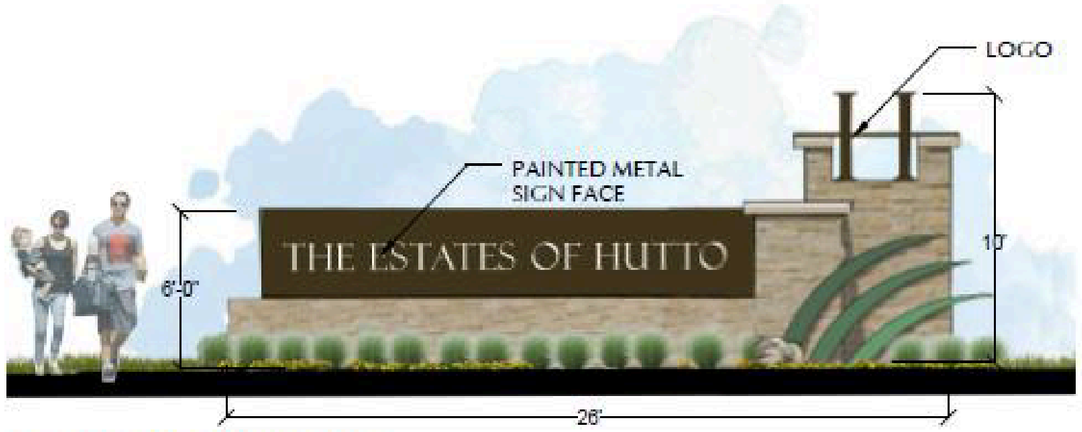


PROJECT LAND PLAN

PRELIMINARY PLAT



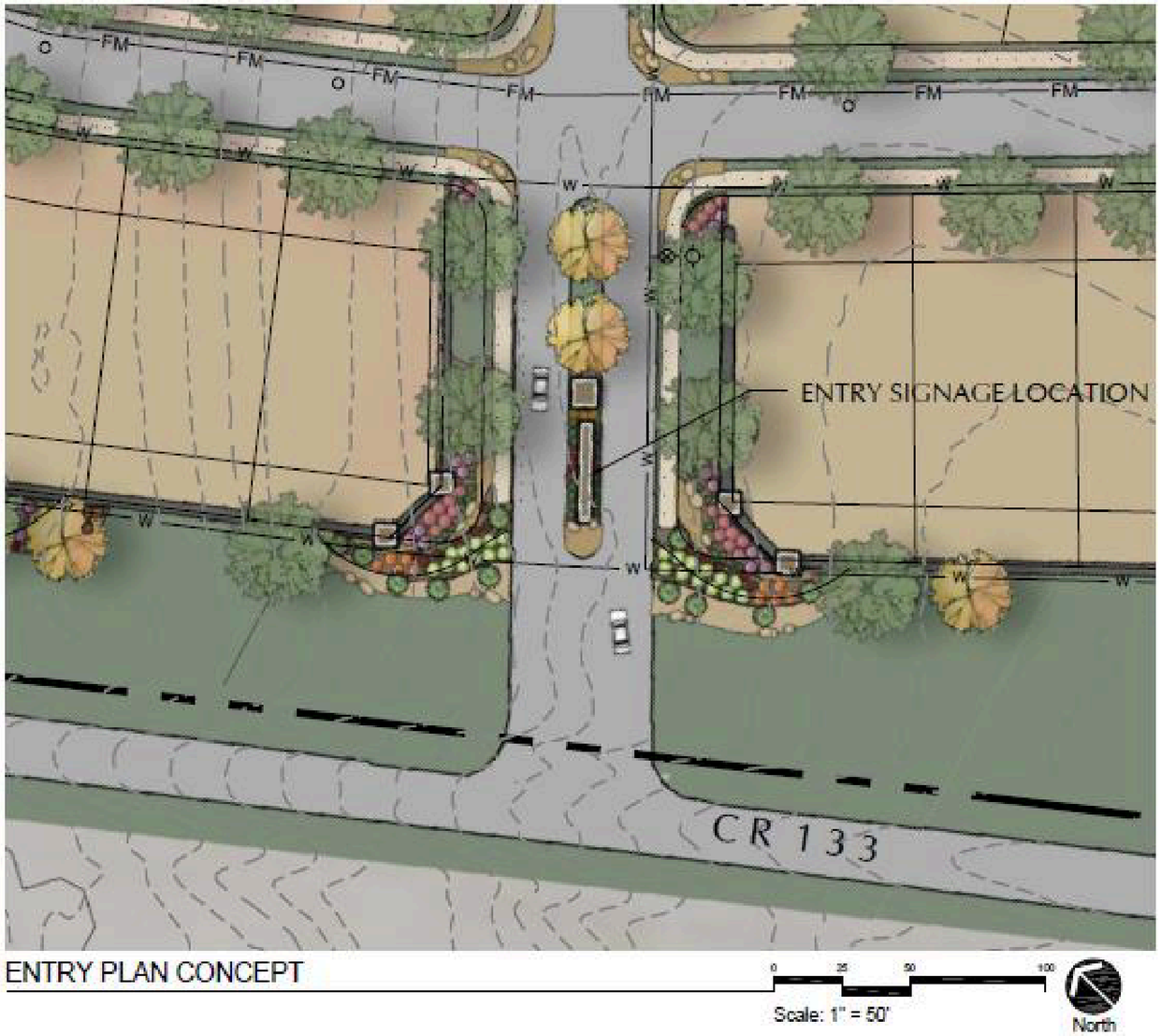
ENTRY & STREETSCAPE



ENTRY SIGN CONCEPT 'A'

Scale: 3/16" = 1'

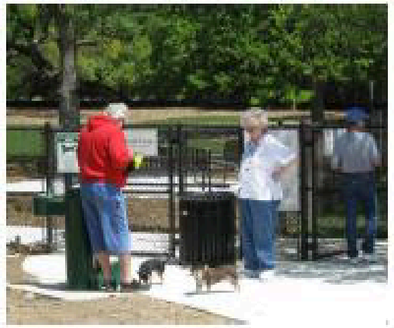


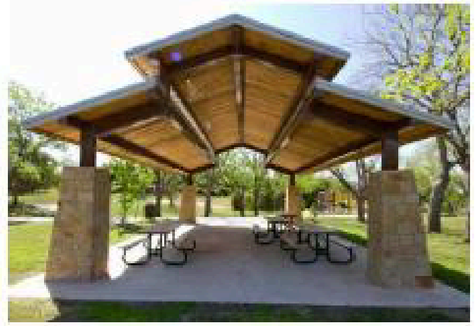


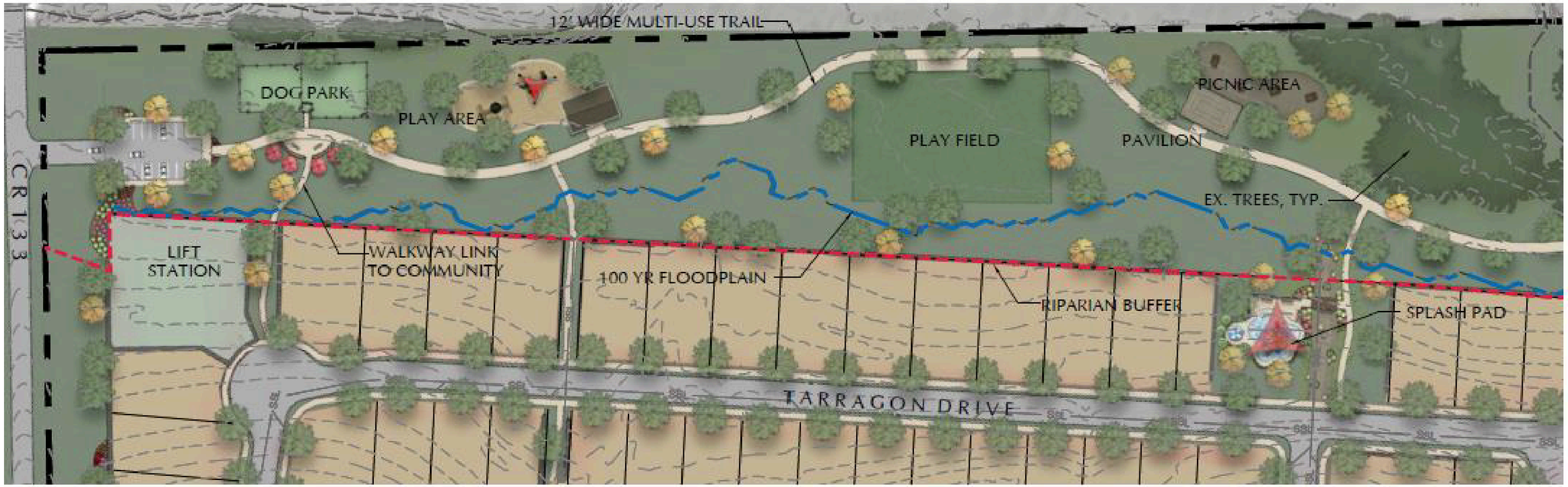
ENTRY PLAN CONCEPT

PARK CONCEPT









PARK PLAN CONCEPT

0 50 100 200

Scale: 1" = 100'

North

GFOHOME

PRESIDENTIAL SERIES

THE *Lincoln*











THE *Roosevelt*











THE *Kennedy*











INTERIOR DESIGN

GFOHOME




















GFO HOME

COMMUNITY BENEFITS

- Design standards in excess of City's Unified Development Code
- Over 10 acres of dedicated parkland/open space
- Estimated $419k in Annual Ad Valorem tax revenue to City of Hutto
- Estimated $1.2 Million in Annual Ad Valorem tax revenue to Hutto ISD
- Community Benefit fee contribution estimated at $628,000

PID BASICS

- Facilitates the funding of public improvements either through bond issuance or through the levy of assessments.
- All costs responsibility of the PID or the Developer.
- No cost to residents outside of the PID.
- Finite term of time on the district and assessments.

BENEFITS OF A PID

Jurisdiction

- Non-recourse to the jurisdiction
- Administration costs are reimbursable
- PID process is at no cost to jurisdiction
- Retain 100% of sales and property tax revenue
- Create agreed-upon development standards

Homeowner

- Cost certainty through fixed assessments
- Finite life of assessment obligations
- Prepay assessment at any time without penalty
- No impact on “my property” by actions of others
- Assessment runs with the land





ELIGIBLE IMPROVEMENTS

- Streets and sidewalks;
- Water, wastewater, and drainage;
- Services related to public safety and security services, health and sanitation;
- Acquisition of rights of way;
- Art installations;
- Creation of pedestrian malls;
- Construction of fountains;
- Landscaping and other aesthetics;
- Library Facilities;
- Mass Transit;
- Parking Facilities;
- Parks, recreation and cultural facilities;
- Acquisition, renovation and/or construction of affordable housing; and,
- Formation, administration and operation expenses.



KEY TERMS OF PROPOSED PID

Projected Total Equivalent Tax Rate Including PID Annual Installment	**$2.70/$100 AV**
PID Bond Term	**30 years**
Total Estimated PID Bond Gross Proceeds	**$6.3 million**
Total Estimated PID Bond Net Proceeds	**$4.8 million**
PID Community Benefit Fee	**$628,000**

ESTIMATED PID ELIGIBLE COSTS

Authorized Improvements [a]		Total
Street Improvements	$	1,341,067
Drainage Improvements	$	918,538
Wastewater Improvements	$	2,402,983
Water Improvements	$	1,083,445
Erosion and Sedimentation Controls	$	64,439
Clearing/Excavation/Grading Improvements	$	756,158
Contingency (15%)	$	984,994
Landscaping Improvements [b]	$	1,540,166
District Formation Costs	$	300,000
Total Authorized Improvements	**$**	**9,391,790**

Footnotes:

[a] Per Thomison Preliminary Cost Estimate, dated 7/11/2023.

[b] Per Estates of Hutto Landscape Development Budget Estimates, prepared by SEC Planning, dated 8/7/2023. Cost total inclusive of 10% contingency.

ASSESSMENT & AVG. ANNUAL INSTALLMENT PER LOT TYPE

Lot Size [a]	Units [a]	Assessed Value per Unit [a]	Assessed Value	Average Annual Installment	Assessment Per Unit	Average Annual Installment Per Unit	PID Equivalent Tax Rate
60' lots	114	$ 700,000	$ 79,800,000	$ 432,558	$ 44,270	$ 3,794	$ 0.54
70' lots	26	$ 750,000	$ 19,500,000	$ 105,700	$ 47,432	$ 4,065	$ 0.54
Total	**140**	**$ 709,286**	**$ 99,300,000**	**$ 538,258**	**$ 44,857**	**$ 3,845**	**$ 0.54**

Footnotes:

[a] Per Project Land Plan Dated 7/8/21

[b] AV and Improved Land value Assumptions provided by client, 11/7/23.

BOND SUMMARY

Value to Lien			
Bond Issuance Date			12/1/2024
Total Assessment	[1]	$	6,280,000
Bond Issuance Costs			
Reserve Fund		$	464,600
First Year Administrative Fund		$	40,000
Capitalized Interest (12 months)		$	376,800
Underwriter's Discount (3.00%)		$	188,400
Cost of Issuance (6.00%)		$	376,800
	[2]	$	1,446,600
Net Proceeds	**[3] = [1] - [2]**	**$**	**4,833,400**
Community Benefit Fee (10%)	[4]		628,000
Net Proceeds to Developer	**[5] = [3] - [4]**		**4,205,400**
Total Improved Land Value	[6]	$	18,186,000
Less: Appraisal Discount	**[7] = [6] x 10%**	$	(1,818,600)
Estimated Appraisal Value	**[8] = [6] + [7]**	$	16,367,400
Total Assessment	[1]	$	6,280,000
Value to Lien - Improved Land	**[9] = [8] ÷ [1]**		**2.61**

PROJECTED AD VALOREM TAX REVENUES

Tax Entity		Ad Valorem Tax Rate [a]		Estimated Annual Ad Valorem Revenues [b]
City of Hutto	$	0.422	$	419,159
Hutto ISD	$	1.208	$	1,199,048
Williamson County	$	0.333	$	330,784
Williamson ESD #3	$	0.100	$	99,300
Lower Brushy Creek WCID	$	0.016	$	16,151
EWC Higher Education	$	0.038	$	38,052
Williamson County FM/RD	$	0.044	$	44,019
Total	**$**	**2.162**	**$**	**2,146,512**

PID Equivalent Rate	**$**	**0.542**

Total Rate Including PID	**$**	**2.704**

Footnotes:

[a] 2023 rates per Williamson County Truth in Taxation summary.

[b] Assumes an Estimated Buildout Value of $99,300,000.

QUESTIONS?

DPFG
DEVELOPMENT PLANNING & FINANCING GROUP

Rick Rosenberg
Managing Principal

8140 N MoPac Expwy Building 4,
Suite 270
Austin, TX 78759

rick.rosenberg@dpfg.com
512.567.8598 (cell)
512.732.0296 (office)

Zach Crawford
Director

8140 N MoPac Expwy Building 4,
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Austin, TX 78759

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Public Works Facility



AGENDA ITEM REPORT
9.1.

To:	City Council
Subject:	Conduct a public hearing on Ordinance No. O-2024-002 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 (Ashley Bailey)
Meeting:	Thursday, July 11, 2024
Department:	Development Services /
Staff Contact:	Ashley Bailey

BACKGROUND INFORMATION:

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

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

SUMMARY OF REQUEST:

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

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

with provision of up to 25ft of pavement if the alley doubles as fire lane access. In addition, the concept plan provides for continued connectivity to the adjacent tracts as required in the Unified Development Code.

Voluntary annexation will be completed with this proposal.

STAFF REVIEW:

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

The PUD request meets the PUD criteria as outlined below:

The PUD is consistent with the spirit of the community, neighborhood and other applicable land use and development plans, compatible with the character of adjacent development or recommended land uses, it would not adversely affect property near the site, and it achieves the benefits of improved design.
The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value.
The PUD will give benefits through providing open space, parks, conservation of environmental features, aesthetic features and harmonious design, and/or energy efficient site design.
The benefits of preserving land for open space, parks or other public amenities outweigh the potential impact from more intense or dense development on the site.
The PUD controls external effects on nearby land uses such as movement and congestion of traffic; lighting; trash accumulation and litter; noise, air and water pollution; and other factors affecting public health, welfare, safety and convenience.
The PUD will be served by adequate facilities including streets, fire protection, water and sanitation.
The PUD does not have a significantly greater burden on the city’s existing infrastructure, public improvements and services than development at a density permitted under the current zoning or suggested under community, neighborhood and other applicable land use and development plans, or that arrangements are made to mitigate impacts.
PUD architectural design, landscaping, hardscaping and signage parameters must give evidence of compatibility with adjacent development, internal consistency of design, and conformance to city design standards.

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

FISCAL NOTES:

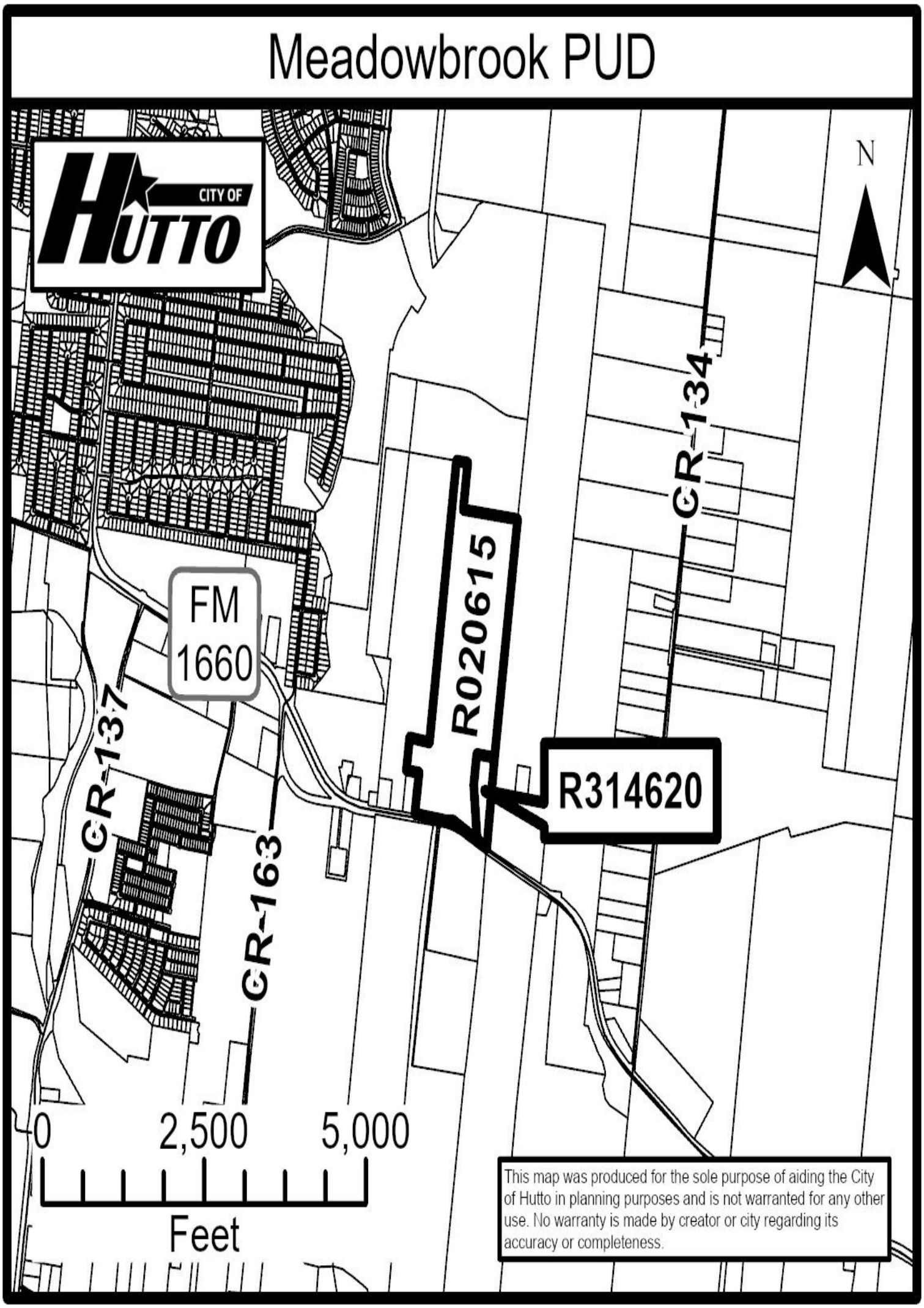
AGENDA ITEM REPORT
9.1.

No known fiscal impact.

ATTACHMENTS:

1. Meadowbrook_PUD_Newspaper_Map
2. Ordinance with attachments
3. Application

Meadowbrook PUD



ORDINANCE NO. O-2024-002

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF HUTTO, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO CHANGE THE ZONING FOR 87.834 ACRES, MORE OR LESS, OF LAND, TO BE KNOWN AS MEADOW BROOK PLANNED UNIT DEVELOPMENT (PUD) BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, REPEALING CLAUSE, OPEN MEETING CLAUSE, PENALTY CLAUSE AND EFFECTIVE DATE.

WHEREAS, a request has been made to the City Council of the City of Hutto, Texas to amend the Official Zoning Map to zone the property described in **Exhibit "A"** more particularly described in Exhibit "A-1", legal description, and "Exhibit A-2" Survey, and;

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

WHEREAS, on the 7th day of December, 2023, after proper notification, the City Council held a public hearing on the requested amendment, and;

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

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

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

SECTION I.

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

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

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

That the Official Zoning Map of the City of Hutto, Texas, is hereby amended so that the zoning classification of the property described in **Exhibit "B"**, attached hereto and incorporated herein shall be, and is hereafter changed from SF-2 (Single-Family) Zoning District and B-2 (General Commercial) Zoning District to now be designated as PUD (Planned Unit Development) Zoning District and is designated as the Meadow Brook Planned Unit Development (PUD), this includes the Development Plan described in **Exhibit "B"** attached hereto and incorporated herein.

SECTION II. Publication Clause

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

SECTION III. Severability Clause

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

SECTION IV. Repealing Clause

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

SECTION V. Open Meeting Clause

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

SECTION VI. Effective Date

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

READ and **APPROVED** on first reading on this the **4th** day of **January, 2024** at a meeting of the Hutto, Texas City Council; there being a quorum present.

READ, PASSED and **ADOPTED** on second reading of ordinance this ___ day of _____**, 2024** 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

EXHIBIT A-1
LEGAL DESCRIPTION

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

87.834 ACRES
WILLIAMSON COUNTY, TEXAS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Surveyed on the ground on December 15, 2020

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

Attachments: Survey Drawing No. 1093-001-BASE

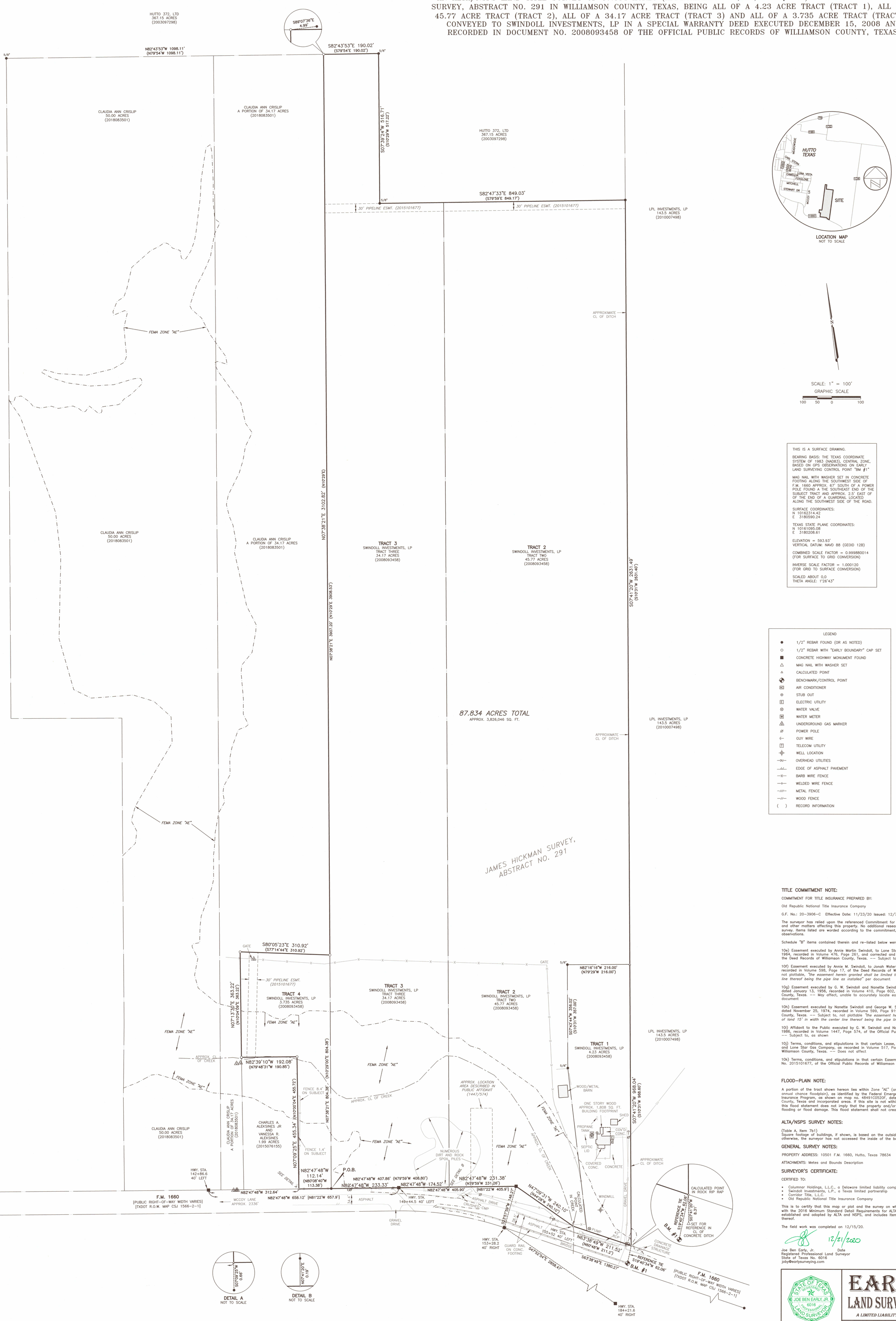
12/21/2020

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



EXHIBIT A-2
SURVEY

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



LOCATION MAP
NOT TO SCALE

SCALE: 1" = 100'

GRAPHIC SCALE
100 50 0 100

THIS IS A SURFACE DRAWING.

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

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

SURFACE COORDINATES:
N 10162314.42
E 3180590.24

TEXAS STATE PLANE COORDINATES:
N 10161095.08
E 3180208.61

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

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

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

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

LEGEND

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

TITLE COMMITMENT NOTE:

COMMITMENT FOR TITLE INSURANCE PREPARED BY:

Old Republic National Title Insurance Company

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

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

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

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

10f) Easement executed by Annie M. Swindoll, to Jonah Water Supply Corp., dated August 19, 1978, recorded in Volume 598, Page 17, of the Deed Records of Williamson County, Texas. -- Subject to, not plottable, *"the easement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pipe line as installed"* per document

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

10h) Easement executed by Nanette Swindoll and George W. Swindoll, to Jonah Water Supply Corp., dated November 25, 1974, recorded in Volume 599, Page 919, of the Deed Records of Williamson County, Texas. -- Subject to, not plottable *"the easement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pipe line as installed"* per document

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

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

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

FLOOD-PLAIN NOTE:

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

ALTA/NSPS SURVEY NOTES:

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

GENERAL SURVEY NOTES:

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

ATTACHMENTS: Metes and Bounds Description

SURVEYOR'S CERTIFICATE:

CERTIFIED TO:

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

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

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

12/21/2020

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

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

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

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

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

EXHIBIT B
PUD AND DEVELOPMENT PLAN

Meadow Brook PUD

City of Hutto
Planned Unit Development

September 27, 2023

Developer: COLUMNAR

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

LIONHEART

1. General Provisions

A. Title

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

B. Applicability of City Ordinances

The Property shall be regulated for purposes of zoning and subdivision by this PUD Plan. All aspects not specifically covered by this Plan shall be regulated by the UDC "Unified Development Code of the City of Hutto, Texas" ("UDC") in effect on the date of adoption of this ordinance. In those cases where in conflict, this PUD shall take precedence over the 2020 UDC, as amended.

C. Severability

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

D. Amendments to Ordinance

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

E. Modifications to PUD

Modifications of the Concept Plan pertaining to (a) Private drives and trails; (b) changes in the density of specific sections or phases shown on the Concept Plan that do not increase the overall density of development on the Land, and (c) cumulative changes of less than ten percent (10%) in the size of any section or phase shown on the Concept Plan, shall be considered "Minor Modifications" over which the City's Development Services Director has final review and decision-making authority.

In addition, the City may request modifications to the Concept Plan relating to streets and trail alignments if necessary due to topography, terrain, floodplains and floodways, alignment with connections to adjoining portions of roadways, trails, or utilities on adjacent properties, and similar situations, all of which shall be considered Minor Modifications over which the City's Development Services Director has final review and decision-making authority. All other changes to the Concept Plan that are not Minor Modifications shall be considered "Major Modifications."

Major Modifications to the Concept Plan must be approved as an amendment to this PUD Ordinance by the City Council. After approval by the City in accordance with these requirements, all Minor Modifications and Major Modifications to the Concept Plan shall be recorded by the City at the Property owner's expense in the Official Records of Williamson County, and thereafter, all references in this Development Plan to the Concept Plan shall mean and refer to the then most current approved and recorded Concept Plan.

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

Approval of this Development Plan does not constitute plat or site plan approval, and all development related approvals required by the UDC are still required. The request for an

amendment to the PUD Ordinance shall not subject the entire application to public hearing, but only that portion necessary to rule on the specific issue requiring the relief.

F. Definitions

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

G. Intent

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

H. Criteria

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

- The PUD is consistent with the spirit of the community, neighborhood and other applicableland use and development plans, compatible with the character of adjacent development or recommended land uses, it would not adversely affect property near the site, and it achieves the benefits of improved design.
- The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value.
- The PUD will give benefits through providing open space, parks, conservation of environmental features, aesthetic features and harmonious design, and/or energy efficient site design.
- The benefits of preserving land for open space, parks or other public amenities outweigh the potential impact from more intense or dense development on the site.
- The PUD controls external effects on nearby land uses such as movement and congestion of traffic; lighting; trash accumulation and litter; noise, air and water pollution; and other factors affecting public health, welfare, safety and convenience.
- The PUD will be served by adequate facilities including streets, fire protection, water and sanitation.
- The PUD does not have a significantly greater burden on the city's existing infrastructure, public improvements and services than development at a density permitted under the current zoning or suggested under community, neighborhood and other applicable land use and development plans, or that arrangements are made to mitigate impacts.
- PUD architectural design, landscaping, hardscaping and signage parameters must give evidence of compatibility with adjacent development, internal consistency of design, and conformance to city design standards.

2. Development Plan & Land Uses

A. Total Buildable Acres

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

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

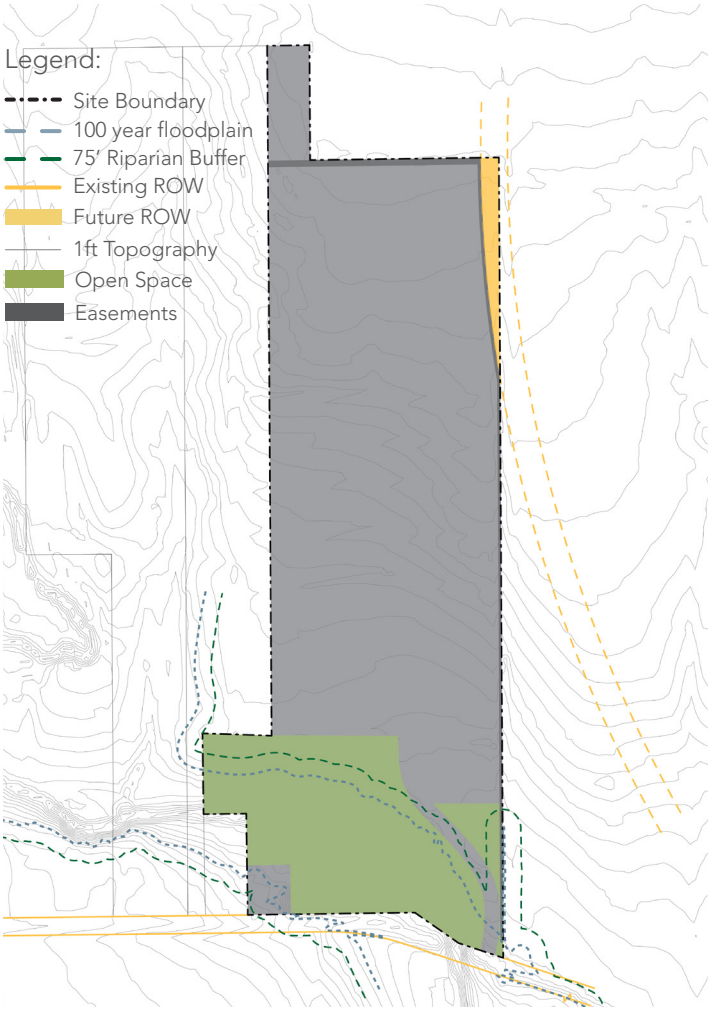


Figure 1: Buildable Area Diagram

B. Site Density

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

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

C. Riparian Buffer

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

D. Base Zoning

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

E. Land Use Plan

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

F. Land Use Areas and Descriptions

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

Single Family-2 Residential

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

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

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

Building Type Allocation in SF-2

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

Commercial Land Use Category

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

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

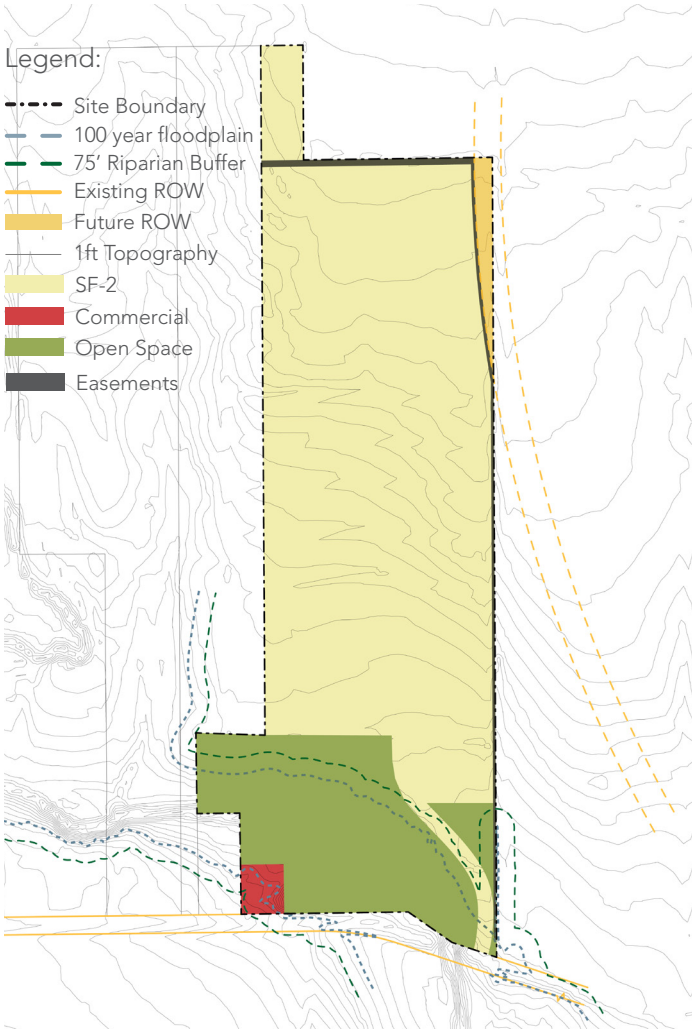


Figure 2: Land Use Diagram

3. Building Type Standards

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

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







Lot Standards

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

Setbacks*

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

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

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

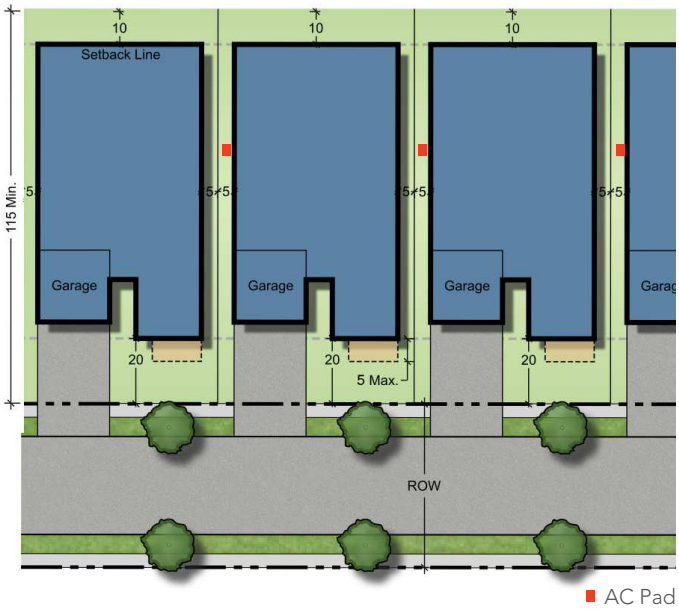
Building Standards

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

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

Parking per Unit

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



*Setback encroachment exceptions:

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

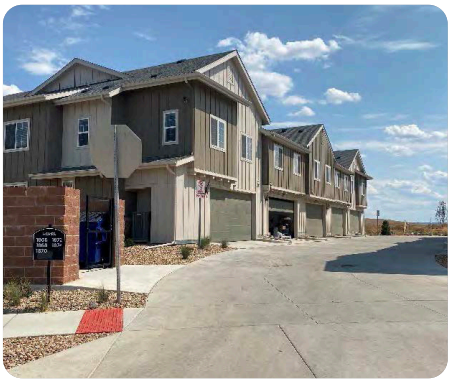
ADA ramps are permitted on any yard on the site as long as they do not impede pedestrian flow.

Retaining walls are permitted on any yard on the site.

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

ATTACHED SINGLE FAMILY

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







Lot Standards

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

Setbacks

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

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

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

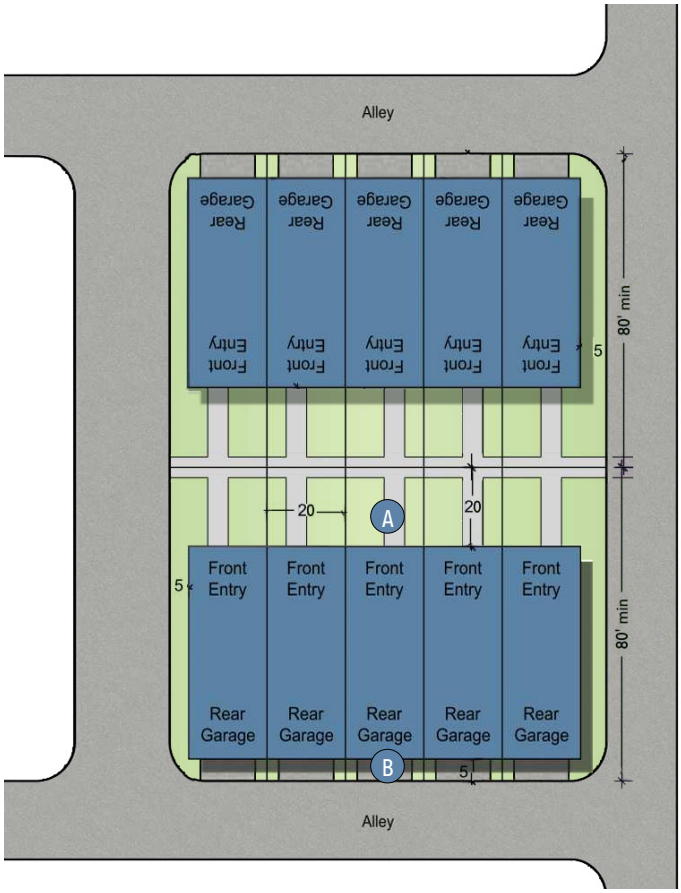
Building Standards

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

Parking per Unit

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

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



Air conditioning equipment is permitted in the rear yard.

4. Street Type Standards

RESIDENTIAL COLLECTOR

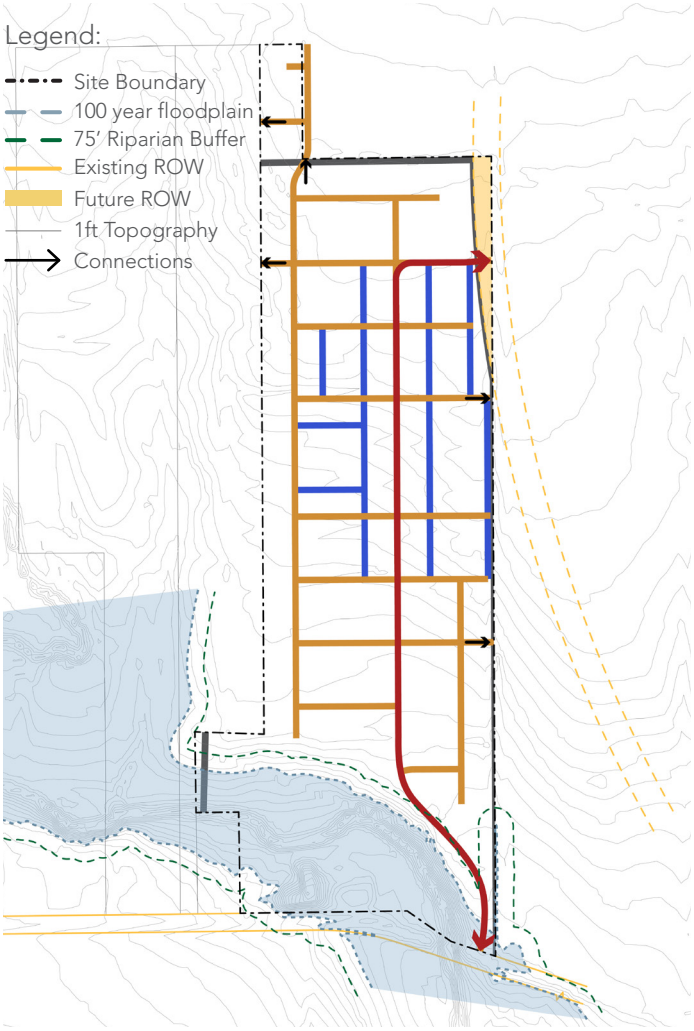
The Residential collector serves as the spine of the neighborhood and connects residences from the existing FM1660 to the planned future ROW.

RESIDENTIAL STREET

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

ALLEY

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



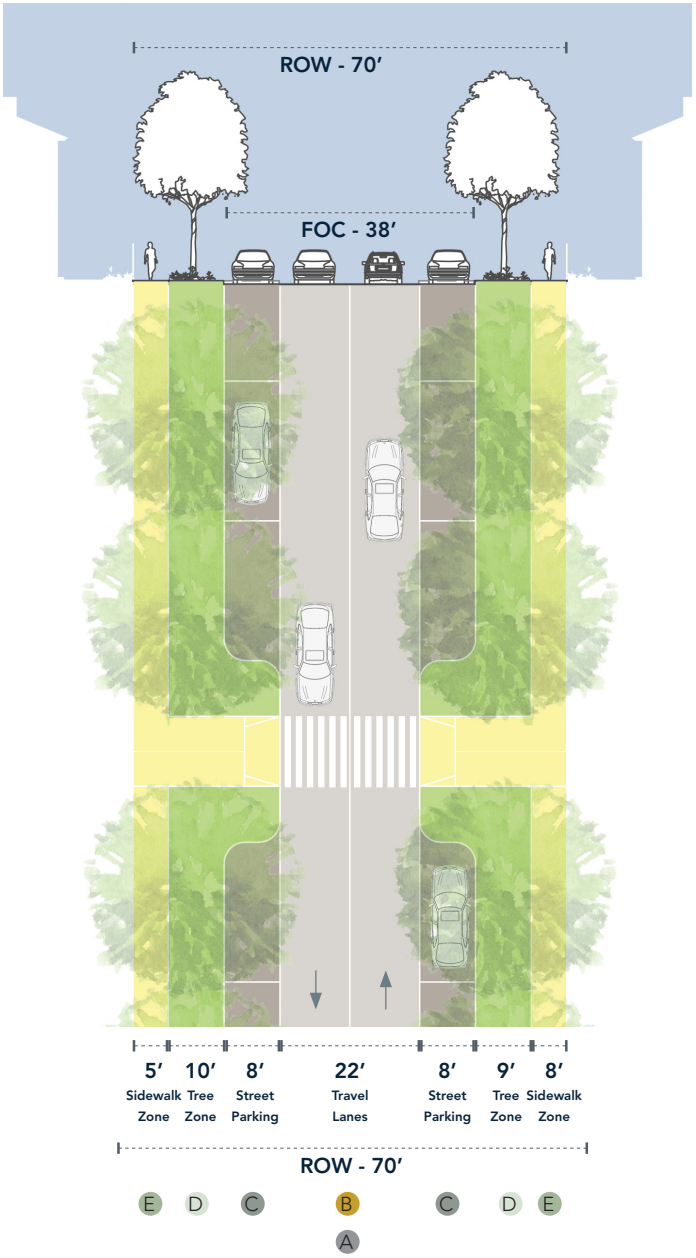
General Guidelines:
The precise alignment of the streets and alleys included in the Plan may be varied with City Development Services Staff approval.
Driveways may be reviewed and approved by the City of Hutto Development Services Staff at the time of site plan per the UDC 2020.
Sidewalks will be provided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

RESIDENTIAL COLLECTOR

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

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





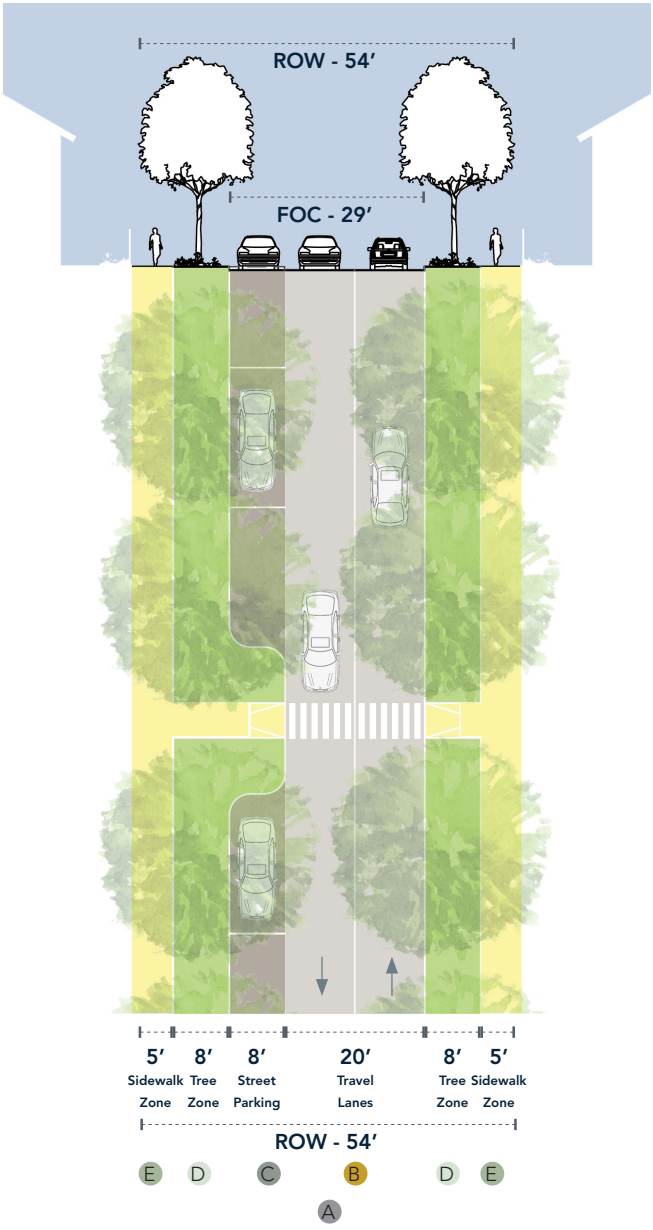
RESIDENTIAL STREET

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

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

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

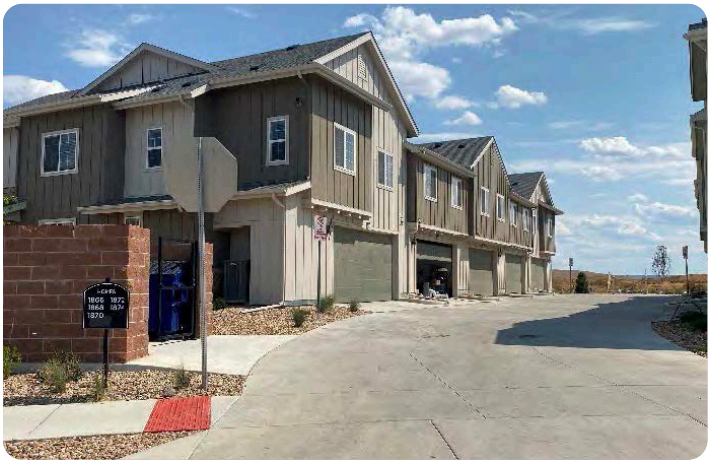


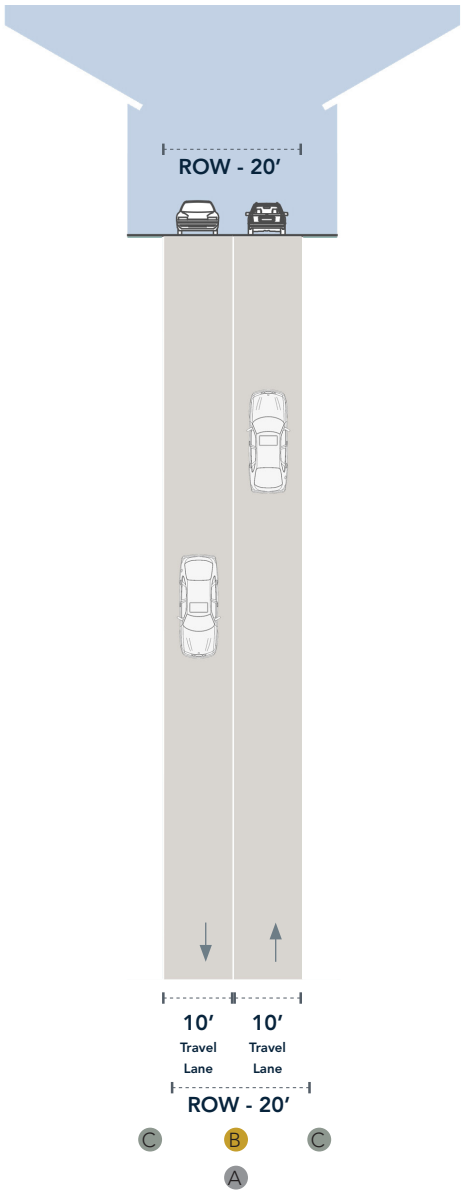


ALLEY

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

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





5. Common Open Spaces

PASSIVE PARKS

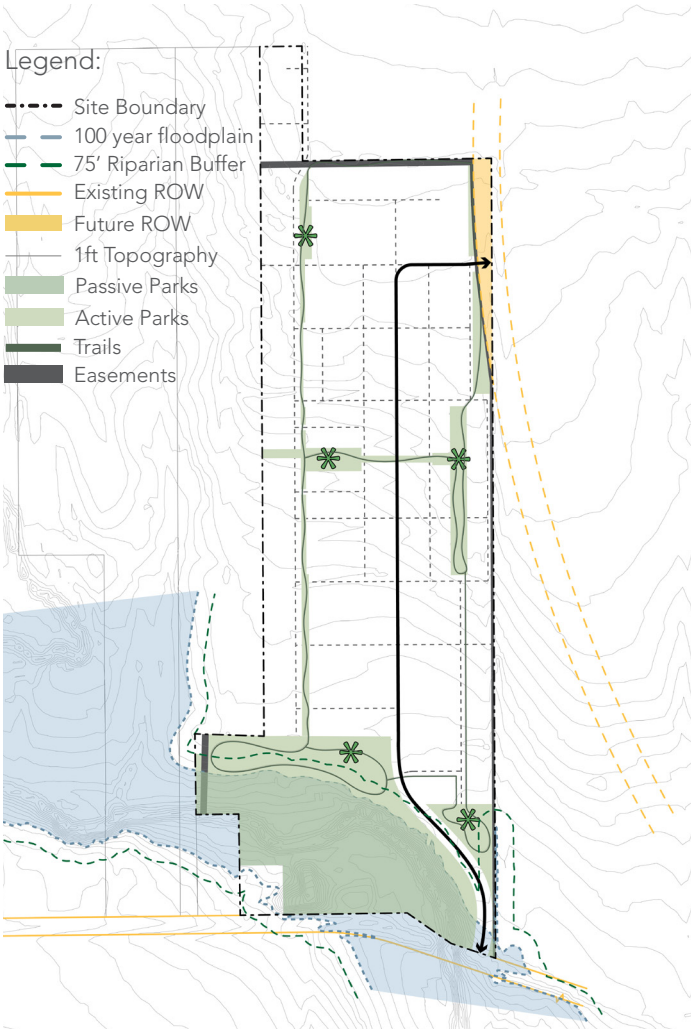
The passive park is made up of floodplain and riparian zones and is intended for passive recreation and wildlife viewing. These are informal spaces that may include trails and walking paths but are largely left in a natural state.

ACTIVE PARKS

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

TRAILS

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



Amenities:

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

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

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

PASSIVE PARKS



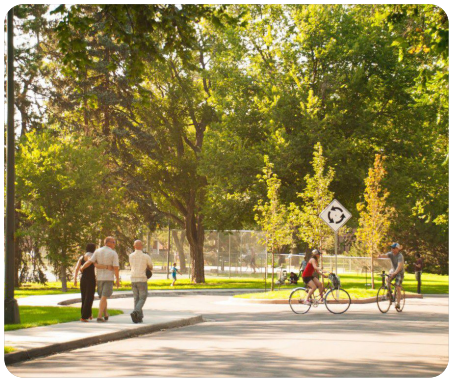


ACTIVE PARKS





TRAILS





6. Supplemental Standards

A. Landscaping

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

B. Lighting

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

C. Signage

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

D. Fencing

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

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

SITE METRICS	
Total Site Area	87.8 acres

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

General Notes

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

   - Entrance Road
   - Commercial Structure
   - Trail construction

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

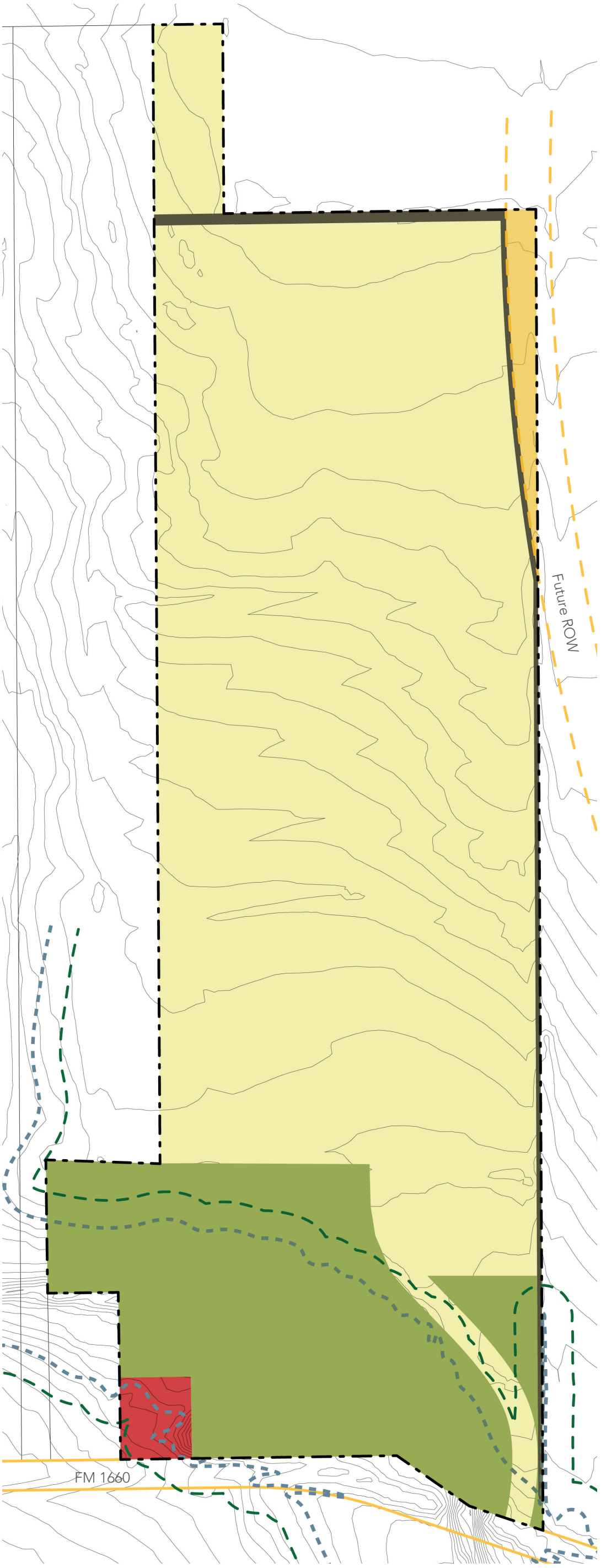


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EXHIBIT A: MEADOW BROOK LAND USE PLAN (PAGE 1)

SUBMITTAL DATE: 08/18/2023

General Notes

1. Road alignments are conceptual and subject to change.

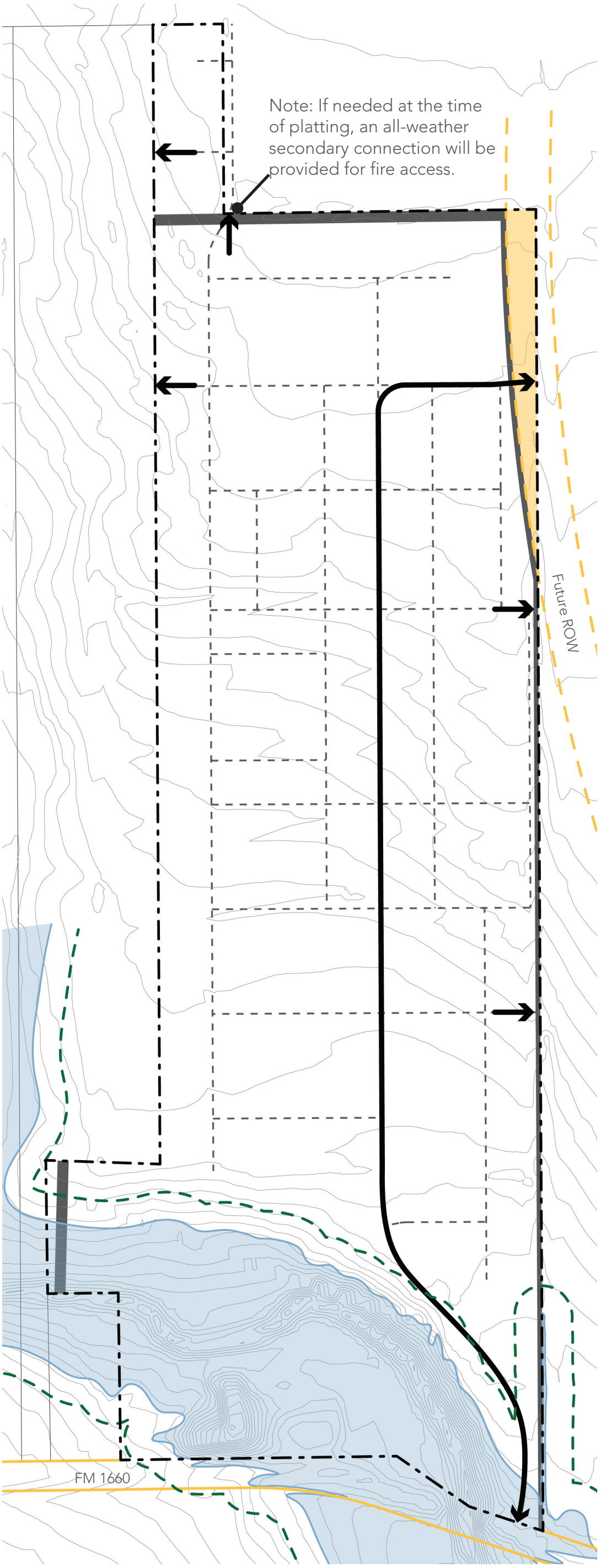

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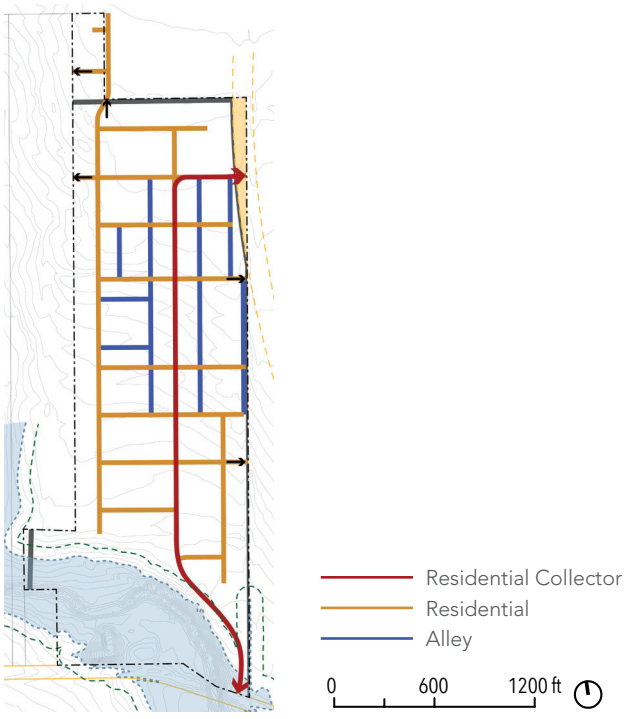
EXHIBIT B: MEADOW BROOK CIRCULATION PLAN

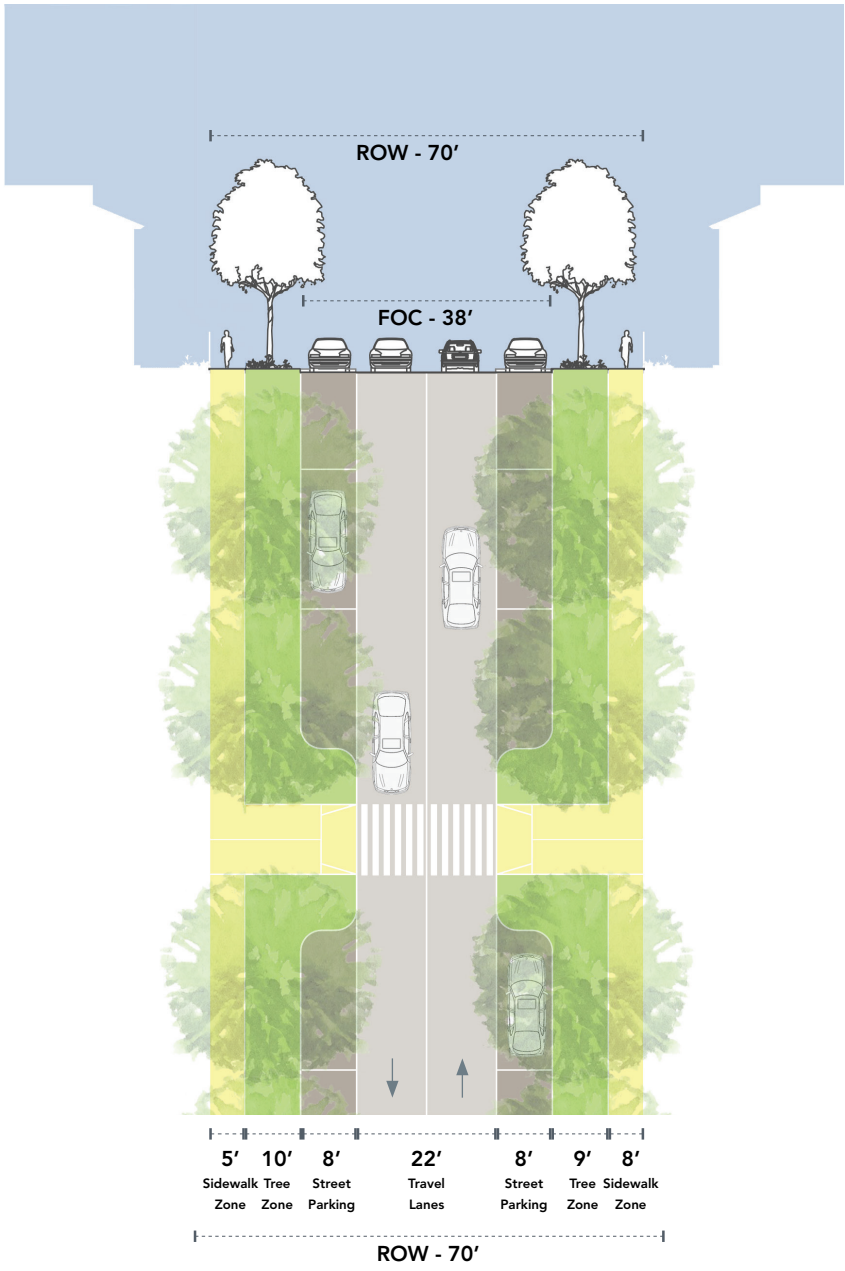
SUBMITTAL DATE: 08/18/2023



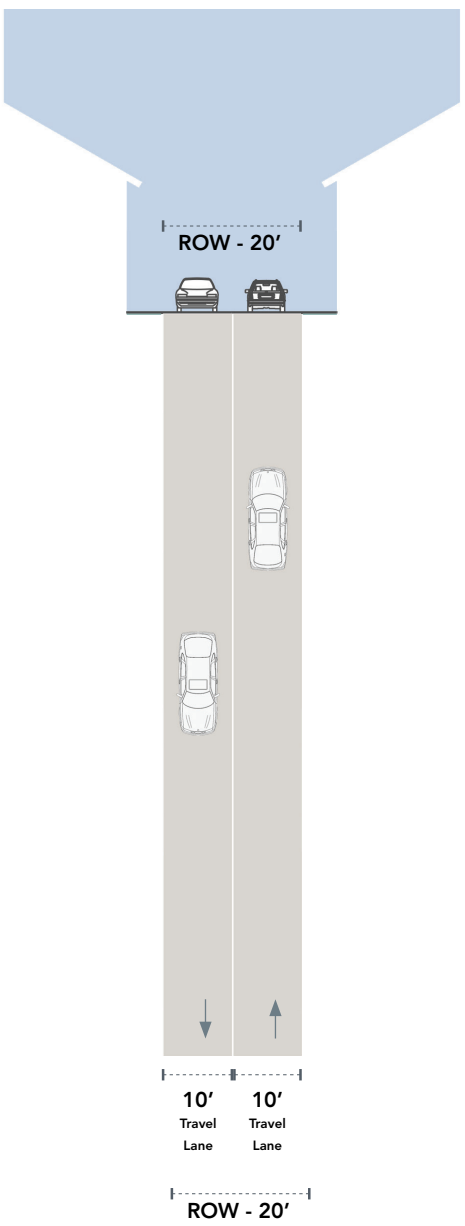
Key Map

General Notes

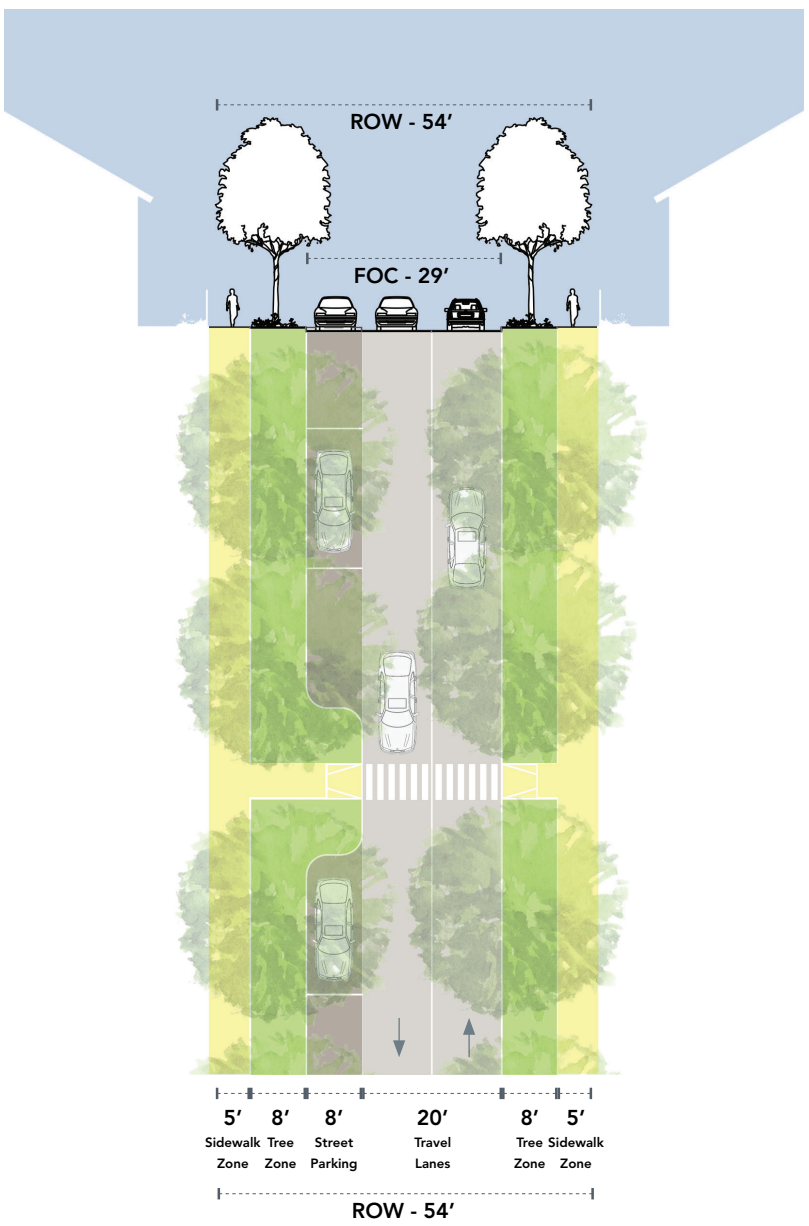
1. Road sections are preliminary and subject to change.
2. Street trees are approximately 30’ O.C.
3. Following trees can be used consistently across street sections: Monterrey Oak, Bald Cypress, Red Oak, Red Maple.
4. Where open space is adjacent to the residential street the tree zone may be expanded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



RESIDENTIAL COLLECTOR



ALLEY

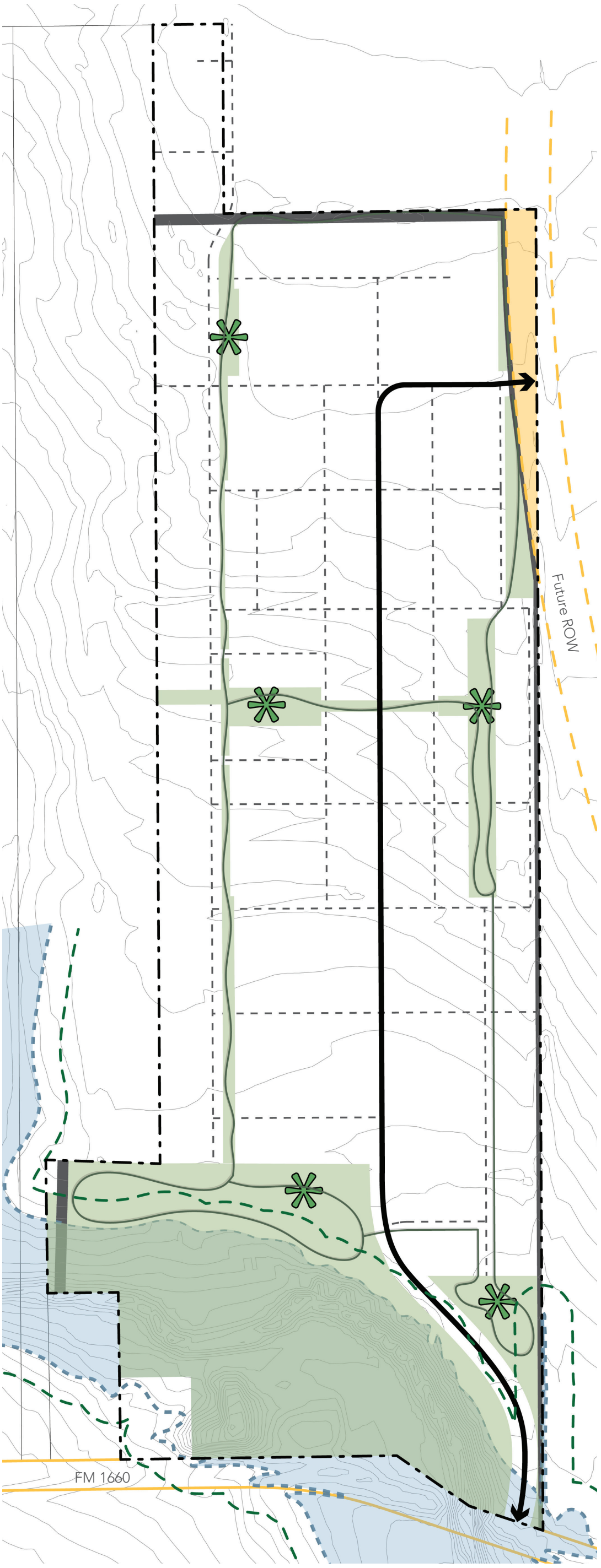


RESIDENTIAL STREET

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

General Notes

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



Legend:

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

Parks:

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

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EXHIBIT C: MEADOW BROOK OPEN SPACE PLAN

SUBMITTAL DATE: 08/18/2023



MEADOW BROOK ILLUSTRATIVE PLAN

08.03.2023

LIONHEART

0’ 75’ 150’ 300’

PUD ZONING CHANGE APPLICATION

Must be accompanied by a Master Application

City of Hutto Development Services
500 W. Live Oak Street Hutto TX 78634
512-759-3479 Planning
512-846-2640 Permits & Inspections
512-759-4038 Engineering
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

PROJECT NAME: Meadow Brook

PROPERTY ADDRESS: 10501 FM 1660, HUTTO, TX 78634

Current Zoning District (s): NA Proposed Zoning District(s): PUD

Current Use: Agriculture Proposed Use: Residential

Total Acreage: 87.834 Total # of Lots: 493 Future Land Use Map Designation Ag/Openspace

Current zoning: North of property: PUD South of property: SF-1 / Dev. Agr

East of property: Dev. Agr West of property: Dev. Agr

FEES ☐ All required fees may be provided by cash, credit card or check made payable to: City of Hutto

REQUIRED FOR PUD (PLANNED UNIT DEVELOPMENT) ZONING SUBMITTAL

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

- ☐ Complete Master application and PUD Zoning Change application.
- ☐ Pre-application meeting with Development Services staff and WCESD#3 (Fire District) staff. ***(Mandatory)***
- ☐ PUD Statement of Intent
- ☐ PUD Development Standards
- ☐ PUD Development Plan – Digital and one 24x36 Color copy of complete plan.
- ☐ Proof of ownership (copy of deed).
- ☐ Sketch of property by a registered professional land surveyor on (1) 8 ½" x 11".
- ☐ List of all property owners within 600-ft of subject property boundary and mailing labels. Data to be obtained from the WCAD website. List and labels shall be of the property owner's 'mailing' address not the 'property' address.
- ☐ All submittal documents provided in digital format. On a CD (disk), electronic storage device, or emailed link to files.
- ☐ On-site public hearing notification sign(s) required. See Ordinance No. O-19-12-19-9A.

PROCESSING

- ☐ Application intake, staff review and determination that it is complete, meeting scheduling, public notification (mailed/published/website notification).
- ☐ Notification required 16 days prior to scheduled meeting date (published/mailed).
- ☐ All final documents related to commission(s) action are required 10 days prior to scheduled meeting date.
- ☐ All final documents related to city council action are required 10 days prior to scheduled meeting date.

FOR DEPARTMENT USE ONLY:

Submittal date	Date accepted for review	Payment type	Fees paid	HPC Mtg. date	PZ Mtg. date	CC Mtg. date

The Planned Unit Development (PUD) process and zoning designation allows creativity, innovation and flexibility in land use, density, site planning and design for a parcel, that would result in a project more appropriate and desirable than what would result from strict application of this code. Applying Form Based Code to a parcel is preferred to the Planned Unit Development process.

A PUD plan and PUD development standards are required for a parcel that will be developed as a PUD. PUD plans and development standards are evaluated using all the following criteria.

Include a PUD statement of intent as to how the proposed PUD meets the PUD criteria.

- The PUD is consistent with the spirit of the community, neighborhood and other applicable land use and development plans, compatible with the character of adjacent development or recommended land uses, it would not adversely affect property near the site, and it achieves the benefits of improved design.
- The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value.
- The PUD will give benefits through providing open space, parks, conservation of environmental features, aesthetic features and harmonious design, and/or energy efficient site design.
- The benefits of preserving land for open space, parks or other public amenities outweigh the potential impact from more intense or dense development on the site.
- The PUD controls external effects on nearby land uses such as movement and congestion of traffic; lighting; trash accumulation and litter; noise, air and water pollution; and other factors affecting public health, welfare, safety and convenience.
- The PUD will be served by adequate facilities including streets, fire protection, water and sanitation.
- The PUD does not have a significantly greater burden on the city's existing infrastructure, public improvements and services than development at a density permitted under the current zoning or suggested under community, neighborhood and other applicable land use and development plans, or that arrangements are made to mitigate impacts.
- PUD architectural design, landscaping, hardscaping and signage parameters must give evidence of compatibility with adjacent development, internal consistency of design, and conformance to city design standards.

Include a PUD plan and PUD development standards that address the following site criteria (The form and content of the development plan shall be in sufficient detail to enable the city to evaluate the proposal and ascertain that it meets all criteria.)

10.203.12 Plan Amendment – Does the proposed PUD comply with the Future Land Use Map _____
If no, provide detailed summary stating why the proposed PUD is more appropriate than the FLUM as adopted per the criteria found in 10.203.12.3.

10.403 Bulk, Setbacks and Buffers – MEETS / DOES NOT MEET / EXCEEDS / NA

- ☐ 10.403.3 Lot Dimensions and Area
- ☐ 10.403.4 Building Envelope
- ☐ 10.403.4.3 Riparian Setbacks
- ☐ 10.403.4.5 Setback Encroachments and Exceptions
- ☐ 10.403.6 Bufferyard
- ☐ 10.403.7 Residential Adjacency

Please see Page 4 below for analysis

10.404 Site Design – MEETS / DOES NOT MEET / EXCEEDS / NA

- ☐ 10.403.7 Siting and Orientation
- ☐ 10.403.7.3 Common Open Space
- ☐ 10.403.8 Siting and Orientation: non-residential sites and structures
- ☐ 10.403.9 Sidewalks
- ☐ 10.403.10 Internal Pedestrian Circulations
- ☐ 10.403.11 Signature Elements
- ☐ 10.403.12 Public Transit Facilities
- ☐ 10.403.13 Service Areas
- ☐ 10.403.14 Water Bodies and Retention

- ☐ 10.403.15 Land Disturbance
- ☐ 10.403.16 Defensible Space

- ☐ 10.405 Parking and Access – MEETS / DOES NOT MEET / EXCEEDS / NA

10.406 Architectural Design – MEETS / DOES NOT MEET / EXCEEDS / NA
- ☐ 10.406.3 Single household detached and two to four household residence design
- ☐ 10.406.4 Single household attached and multiple household residence design
- ☐ 10.406.6 Commercial, office, public, institutional and mixed-use building design
- ☐ 10.406.7 Industrial building design

10.407 Landscaping – MEETS / DOES NOT MEET / EXCEEDS / NA
- ☐ 10.407.3 General Standards
- ☐ 10.407.4 Required Landscaping: single, two, three and four household dwellings
- ☐ 10.407.5 Required Landscaping: non-residential and 5+ household residential development
- ☐ 10.407.6 Materials, Maintenance and Replacement
- ☐ 10.407.7 Irrigation
- ☐ 10.407.8 Tree Preservation and Removal
- ☐ 10.407.9 Tree Protection During Construction
- ☐ 10.407.10 Required Site Furniture

- ☐ 10.408 Fences and Walls – MEETS / DOES NOT MEET / EXCEEDS / NA

Please see Page 4 below for analysis

- ☐ 10.409 Outdoor Lighting – MEETS / DOES NOT MEET / EXCEEDS / NA

- ☐ 10.410 Signs – MEETS / DOES NOT MEET / EXCEEDS / NA

Chapter 6 Subdivision Standards – MEETS / DOES NOT MEET / EXCEEDS / NA
- ☐ 10.602 Applicability and exceptions
- ☐ 10.603 – 10.608 Lot Division and Adjustment Processes
- ☐ 10.609 Parkland and open space dedication
- ☐ 10.610 Pedestrian and Bicycle Facilities
- ☐ 10.611 Street Classification
- ☐ 10.612- 10.613 Street Design
- ☐ 10.614 Driveway and Easements
- ☐ 10.615 Road Adequacy Standards

- ☐ Chapter 7 Historic Preservation – MEETS / DOES NOT MEET / EXCEEDS / NA

AGENDA ITEM REPORT
9.2.

To:	City Council
Subject:	Conduct a public hearing and consider possible action on Ordinance No. O-2024-037 for the zoning change request for the property known as 213 FM 1660 South, 1.08 acres, more or less, of land, located at FM 1660 S and Evans Street, from OT-4R (Urban Residential) District to OT-4T (Transition) District (Ashley Bailey)
Meeting:	Thursday, July 11, 2024
Department:	Development Services /
Staff Contact:	John Byrum

BACKGROUND INFORMATION:

The site is an approximate acre tract, comprised of three lots out of the Harris Addition, a plat from 1893. The lots were then included in the 1911 incorporation plat for Hutto, which is also utilized as the Historic District area. The property was developed as a single-family home in the 1960s and that home still remains on the property and currently zoned OT-4R (Urban Residential). The property and surrounding areas were zoned to an 'Old Town' district with the adoption of the SmartCode in 2009.

Adjacent Zoning and Uses:
WEST: OT-4R (Urban Residential), Fourplex
NORTH: OT-3 (Residential), Single Family Residential
EAST: B-1 (Local Business) and SF-1 (Single Family), Daycare and Single Family Residential
SOUTH: B-1 (Local Business) and SF-1 (Single Family), Undeveloped and Single Family Residential

SUMMARY OF REQUEST:

The applicant is proposing to rezone the site at 213 FM 1660 South from OT-4R (Urban Residential) to OT-4T (Transition) to allow for additional commercial uses. OT-4R (Urban Residential) allows for residential uses with few exceptions when it comes to commercial uses (bakery and daycare with 1–6 children). OT-4T (Transition) allows for residential uses along with more commercial options, such as office, retail (no more than 5,000 square feet), and personal and business service shop.

Specifically, the two districts are as follows:

OT-4R - Mix of houses, townhouses & small apartment buildings, with limited corner commercial activity; balance between landscape and buildings; presence of pedestrians.

OT-4T Transition Zone consists of a mixed use neighborhood that provides a transition to the adjoining residential neighborhood. Buildings are generally residential homes that may accommodate retail, offices and personal services.

The permitted uses table is included as an attachment to show the uses that are currently allowed and the uses that would be allowed should the rezoning be approved. The OT-4R and OT-4T development requirements are also attached to this report to show the similarities of development standards in the two districts - although the setbacks and lot coverage are slightly more restrictive in the OT-4T district.

The Future Land Use Map has designated this site and the surrounding area as Downtown Transition, which is intended for the residential, commercial, business, and office uses. This area is envisioned to see a strong reinvention via more density and higher mix of uses in the future. It is also important to note that

STAFF REVIEW:

Staff sent out notices to 129 adjacent property owners within 600' and to date staff has received three responses, two in objection and one in favor.

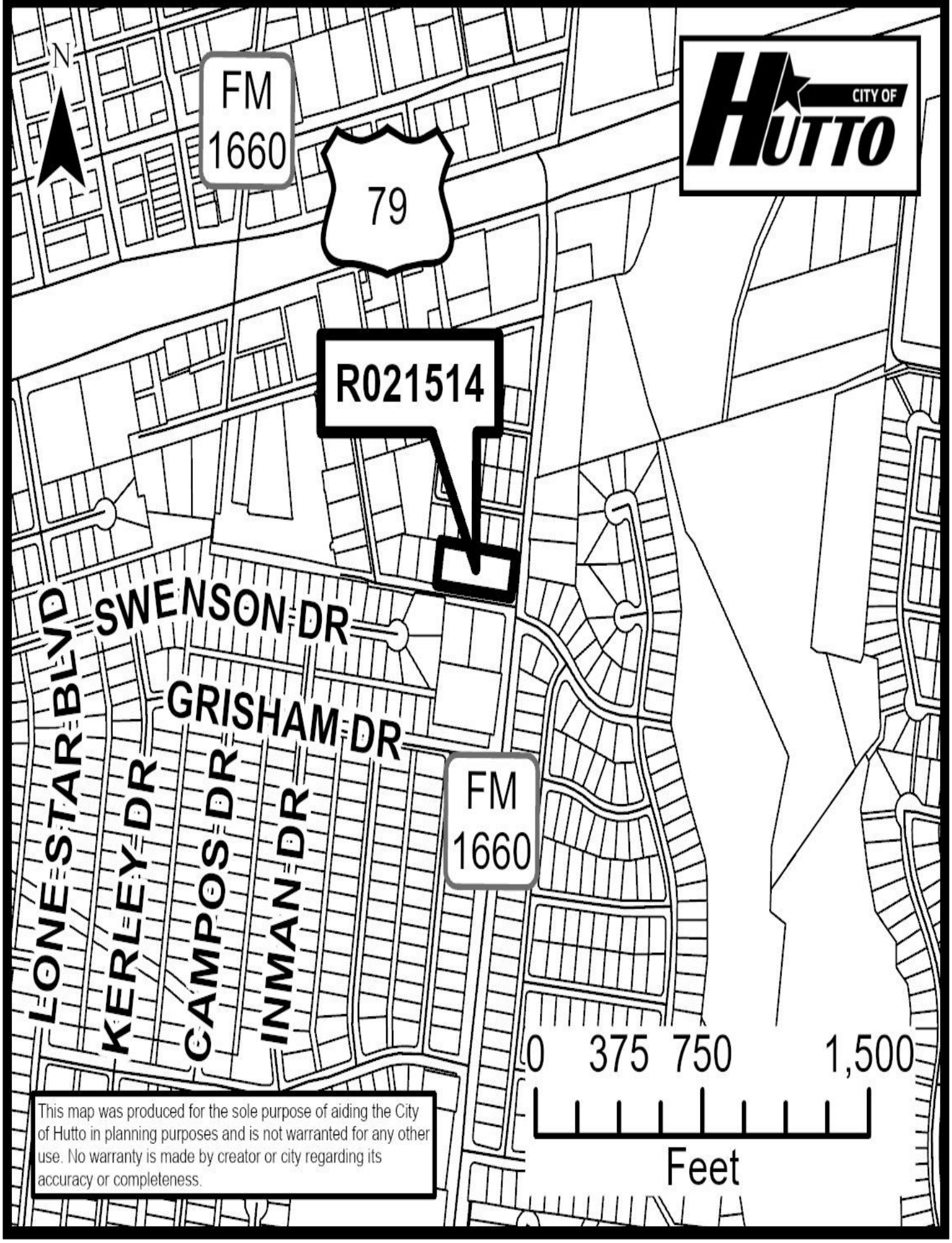
The zoning change request is in compliance with the Future Land Use Map, therefore, staff recommends approval of the proposed zoning change from OT-4R to OT-4T.

FISCAL NOTES:

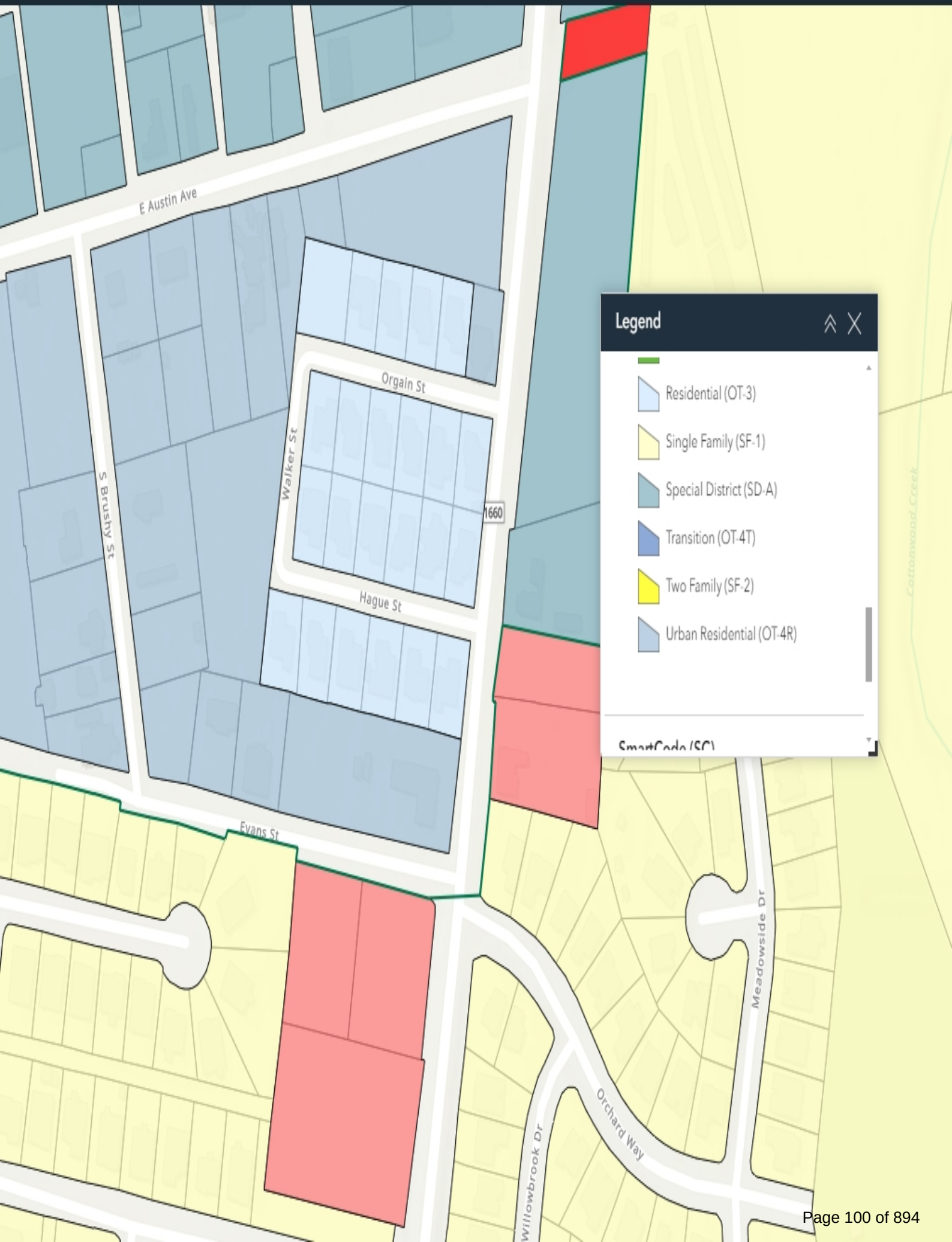
ATTACHMENTS:

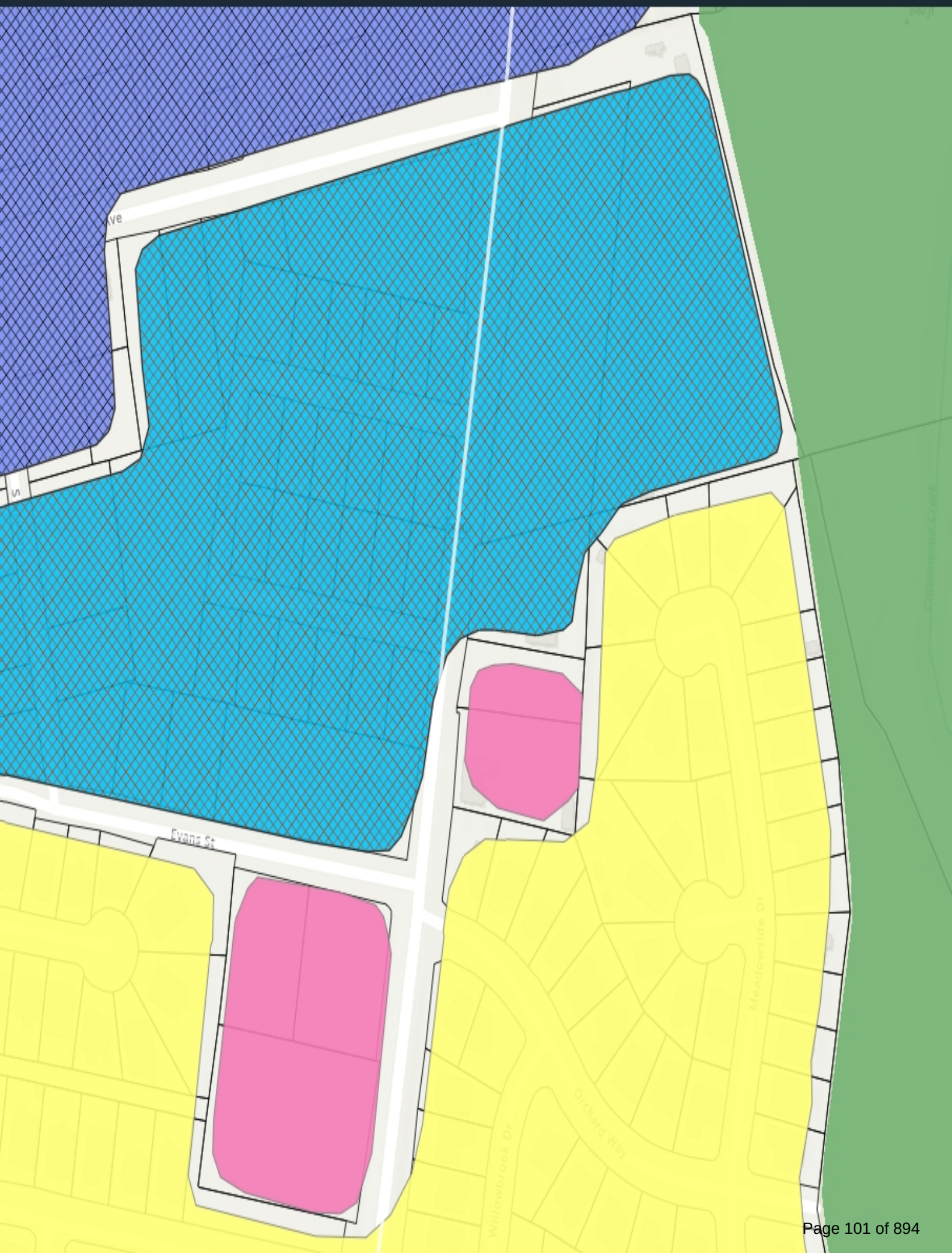
1. 213_FM_1660_South_Newspaper_Map
2. Zoning Map
3. Future Land Use Map
4. LOI
5. Site Survey
6. Allowed Uses Chart 2024
7. OT4R and OT4T
8. Casey - Object
9. Testa - Object
10. Sanchez - Favor
11. Application

213 FM 1660 South



Hutto Official Zoning Map




Evans St
Meadowside Dr
Orchard Way
Willowbrook Dr

213 S Fm 1660
Hutto, Texas, 78681

Zoning Change LOI

April 26, 2024

Dear City of Hutto Planning Department,

I am writing to formally request a zoning change for the property located at 213 S Fm 1660 Hutto Texas 7868. As the listing agent for this property, I have received an overwhelming amount of interest from potential buyers looking to develop retail or office spaces in this area. Given the high demand for such usage in Hutto and the limited accommodations currently available, this zoning change benefits my client's property sale and aligns with the city's growth and Hutto Comprehensive plan SOAR 2024. The proposed zoning change would allow for the development of retail and office spaces in high demand within the community. This change would not only enhance the economic opportunities in the area but also provide residents with convenient access to essential services and businesses. By supporting this zoning change, the City of Hutto can exercise control over the type of development that takes place in this location, ensuring that it aligns with the city's long-term vision and planning objectives. This proactive approach to zoning will contribute to the overall sustainability and attractiveness of the community. This zoning change will be mutually beneficial for my client, potential developers, and the City of Hutto. I am available to provide any additional information or attend meetings to discuss this matter further. Thank you for considering this request. I look forward to a positive outcome that will contribute to the continued success and growth of Hutto.

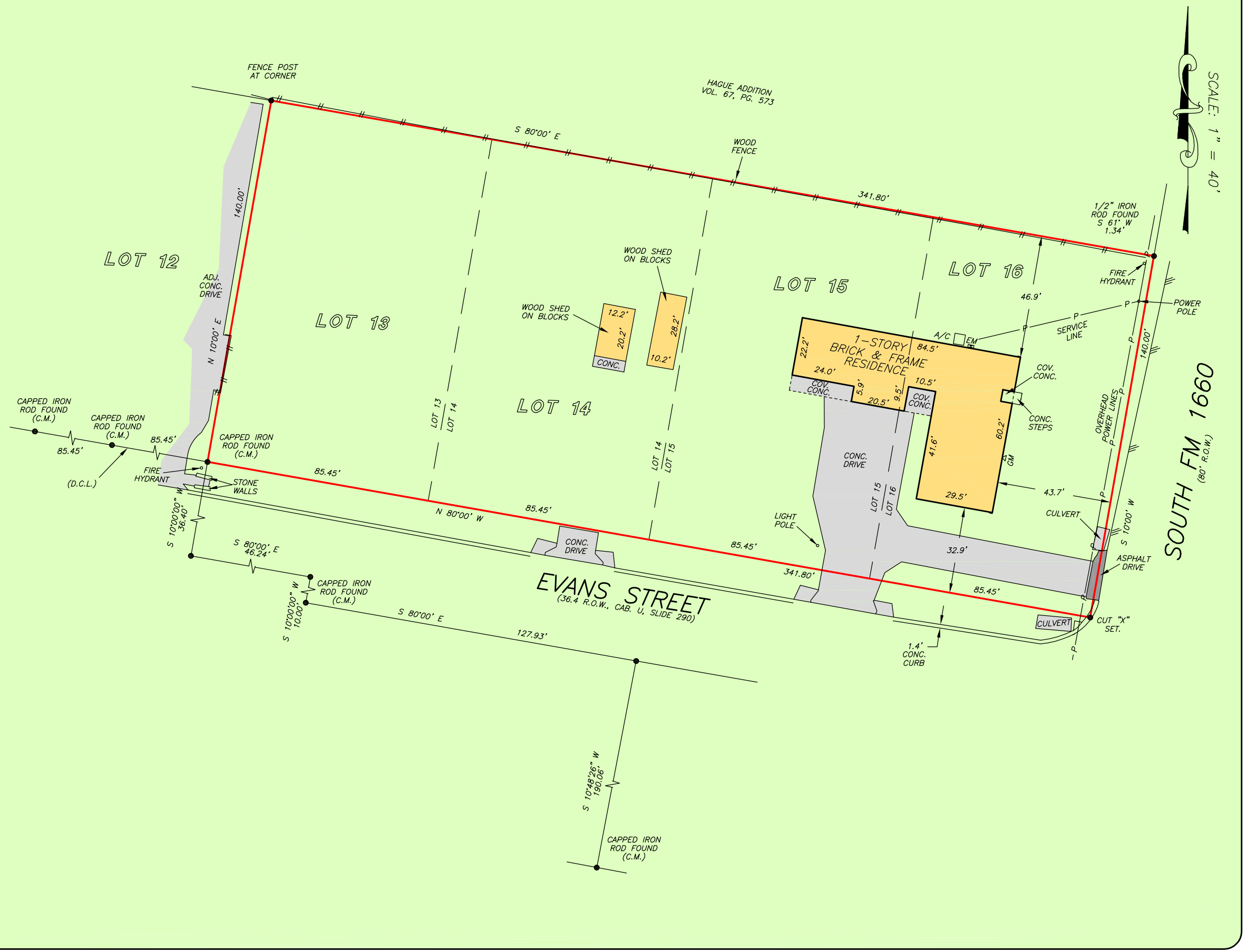
Sincerely, Christian Dubon With On Air Realty

GF NO. 112240618 PRIORITY TITLE
ADDRESS: 213 SOUTH FM 1660
HUTTO, TEXAS 78634
BORROWER: PNL BUILDERS LLC

LOTS 13, 14, 15 AND 16
J.A. HARRIS ADDITION

ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 64, PAGE 303 OF THE MAP RECORDS OF WILLIAMSON COUNTY, TEXAS





THIS PROPERTY DOES NOT LIE WITHIN THE 100 YEAR FLOOD PLAIN AS PER FIRM PANEL NO. 48491C 0520 F
MAP REVISION: 12/20/2019
ZONE X
BASED ONLY ON VISUAL EXAMINATION OF MAPS. INACCURACIES OF FEMA MAPS PREVENT EXACT DETERMINATION WITHOUT DETAILED FIELD STUDY.

A SUBSURFACE INVESTIGATION WAS BEYOND THE SCOPE OF THIS SURVEY

D.C.L. = DIRECTIONAL CONTROL LINE
RECORD BEARING: VOL. 64, PG. 303 W.C.M.R.

DRAWN BY: RE

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SURVEY AND THAT THERE ARE NO ENCROACHMENTS APPARENT ON THE GROUND, EXCEPT AS SHOWN HEREON. THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY AND ABSTRACTING PROVIDED IN THE ABOVE REFERENCED TITLE COMMITMENT WAS RELIED UPON IN PREPARATION OF THIS SURVEY.

RICHARD S. WILLETT
PROFESSIONAL LAND SURVEYOR
NO. 4615
JOB NO. SA2022-01976
DECEMBER 2, 2022

STATE OF TEXAS
REGISTERED
RICHARD S. WILLETT
4615
PROFESSIONAL
LAND SURVEYOR

PRIORITY TITLE
DINA LUTHER
512-298-3109

PRECISION surveyors
1-800-LANDSURVEY
www.precisionsurveyors.com
281-496-1586 FAX 281-496-1867 210-829-4941 FAX 210-829-1555
950 THREADNEEDLE STREET SUITE 150 HOUSTON, TEXAS 77079 1777 NE LOOP 410 SUITE 600 SAN ANTONIO, TEXAS 78217
FIRM NO. 10063700

- Development that does not turn its back on arterial streets, but instead focuses on taming the street edge with element such as slip roads, landscaping and pedestrian-oriented features.

10.303.16.2 Applicability
These standards apply to all applications for development approval in the Gateway Overlay District as designated in Attachment A to Ordinance 07-006-00 (incorporated by reference), except as expressly exempted.

10.303.16.3 Exemptions
These standards do not apply to the following:

- Change in use of an existing structure or expansion of an existing use that is lawfully permitted by the underlying zoning district.
- Use or development for which only a single-family residential building permit or certificate of occupancy is required.
- Single household dwelling on a lot recorded on or before the effective date of this overlay district.
- Rehabilitation of an existing building or structure that does not change the use or enlarge the building or structure.
- Permit or approval where a complete application was filed with the city before the effective date of this overlay district.
- Development sites less than ten (10) acres.

10.303.16.4 Annexation
After the effective date of this ordinance [ordinance adopted April 16, 2007], annexation and initial zoning of land in the area shown in Attachment A attached to Ordinance 07-006-00 (incorporated by reference) will be subject to the Gateway Overlay District.

10.303.16.5 Additional requirement

- All land developed in the Gateway Overlay District must explicitly incorporate the design principles stated in Section 10.303.16.1 either through a Planned Unit Development zoning or through a voluntary compliance to the standards and procedures in the FBC zoning district, unless specifically exempted.
- Adult oriented uses, travel plazas, truck stops, junkyards, and vehicle major repair facilities are expressly prohibited within the Gateway Overlay District.

10.304 Permitted uses

10.304.1 Applicability

This section applies in the following areas.

City of Hutto conventional zoned areas	City of Hutto FBC Form Based Code zoning district	City of Hutto OT Old Town zoning district	Hutto extraterritorial jurisdiction (ETJ)
Yes	Yes	Yes	No

10.304.2 General standards

10.304.2.1 Indoor location
All uses must be performed entirely inside a permanent structure conforming to this code and other applicable standards, unless otherwise stated.

10.304.2.2 Principal uses
Only one principal use is permitted on a lot, unless otherwise stated. This restriction does not apply to commercial and industrial centers and buildings planned for multiple users, such as shopping and commercial centers, office buildings, flex space buildings, or mixed use developments.

10.304.2.3 PUD uses
Permitted uses in the PUD district must conform to the approved PUD development plan.

10.304.3 Permitted use table abbreviations

	Context
P	Permitted use permitted by right, subject to performance standards for the use.
C	Permitted use: permitted by right, subject to conditions for the use in that zoning district.
S	Use considered subject to specific use permit review.
-	Not a permitted use.

10.304.4 Agricultural uses

Agricultural uses	Zoning district										Transect zones (for FBC Form Based Code and OT Old Town zoning districts									
	SF-R	SF-1	SF-2	MF	MH	B-1	B-2	LI	I	REC	T-1	T-2	T-3	T-4	T-5	OT-3	OT-4R	OT-4T	OT-5H	OT-5C	SD-A
Agricultural use	C	-	-	-	-	-	-	-	-	C	P	P	-	-	-	-	-	-	-	-	-

10.304.5 Residential uses

Residential uses	Zoning district										Transect zones (for FBC Form Based Code and OT Old Town zoning districts)										
	SF-R	SF-1	SF-2	MF	MH	B-1	B-2	LI	I	REC	T-1	T-2	T-3	T-4	T-5	OT-3	OT-4R	OT-4T	OT-5H	OT-5C	SD-A
Assisted living facility	-	-	-	S	-	-	-	-	-	-	-	-	-	S	S	-	-	S	-	-	-
Boarding and rooming house	-	-	-	-	-	-	-	-	-	-	-	-	-	S	-	-	-	S	-	-	-
Dwelling: live-work	-	-	-	S	-	S	-	-	-	-	-	-	-	P	P	S	P	P	P	P	P
Dwelling: accessory unit	S	S	-	-	-	-	-	-	-	-	P	P	P	P	-	P	P	P	-	-	-
Dwelling: manufactured	C	C	C	-	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Dwelling: multiple household	-	-	-	P	-	-	-	-	-	-	-	-	-	P	P	-	P	P	P	P	P
Dwelling: single household attached (townhouse)	-	-	P	P	-	-	-	-	-	-	-	-	-	P	P	-	P	P	P	P	P
Dwelling: single household detached	P	P	P	-	-	-	-	-	-	-	P	P	P	P	-	P	P	P	-	-	-
Dwelling: single household village	-	P	-	-	-	-	-	-	-	-	-	P	P	P	-	P	P	P	-	-	-
Dwelling: single household zero lot line	-	P	-	-	-	-	-	-	-	-	-	-	P	P	-	P	P	P	-	-	-
Dwelling: two to four household	-	-	P	-	-	-	-	-	-	-	-	-	-	P	P	-	P	P	P	-	-
Group home	C	C	C	C	C	-	-	-	-	-	C	C	C	C	-	C	C	C	-	-	-
Halfway house	S	S	S	S	S	-	-	-	-	-	-	-	-	-	-	S	S	S	-	-	-

Independent living facility	-	-	-	P	-	-	-	-	-	-	-	-	-	-	S	-	-	-	-	S	S
Manufactured home park	-	-	-	-	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Nursing home	-	-	-	S	-	S	P	-	-	-	-	-	-	-	S	-	-	-	-	S	S

10.304.6 Commercial and retail uses

Commercial and retail uses	Zoning district										Transect zones (for FBC Form Based Code and OT Old Town zoning districts										
	SF-R	SF-1	SF-2	MF	MH	B-1	B-2	LI	I	REC	T-1	T-2	T-3	T-4	T-5	OT-3	OT-4R	OT-4T	OT-5H	OT-5C	SD-A
Adult oriented use	-	-	-	-	-	-	-	S	-	-	-	-	-	-	-	-	-	-	-	-	-
Bakery: retail	-	-	-	-	-	C	P	-	-	-	-	-	-	P	P	-	P	P	P	P	P
Bank	-	-	-	-	-	C	P	-	-	-	-	-	-	P	P	-	-	P	P	P	P
Campground, recreational vehicle park	-	-	-	-	-	-	-	-	-	S	P	P	-	-	-	-	-	-	-	-	-
Car wash	-	-	-	-	-	-	S	C	C	-	-	-	-	-	-	-	-	-	-	-	-
Club/lodge facility	-	-	-	-	-	C	P	-	-	-	-	-	-	-	P	-	-	P	P	P	P
Convenience store	-	-	-	-	-	C	P	-	-	-	-	-	-	P	P	-	-	S	P	P	P
Convenience store: with gasoline sales	-	-	-	-	-	S	P	-	-	-	-	-	-	-	S	-	-	-	-	-	S
Day care: child (1-6 children)	P	P	P	P	P	C	P	-	-	-	-	P	P	P	P	P	P	P	P	P	P
Day care: child (greater than 6 children)	S	S	S	S	S	C	P	-	-	-	-	-	S	C	C	-	-	C	C	C	P
Day care: adult (1-4 persons)	S	S	S	-	-	C	P	-	-	-	-	S	S	S	-	S	S	S	-	-	-
Day care: adult (greater than 4 persons)	-	-	-	-	-	C	P	-	-	-	-	-	-	-	S	-	-	-	-	S	S
Day care: pet	-	-	-	-	-	S	P	P	-	S	-	-	-	-	S	-	-	-	-	-	S
Day labor agency	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Entertainment facility, theater	-	-	-	-	-	-	P	-	-	-	-	-	-	-	P	-	-	-	P	P	P
Farm product sales	C	C	C	C	C	C	C	-	-	-	C	C	C	C	C	C	C	C	C	C	C
Food catering	-	-	-	-	-	C	P	P	-	-	-	-	-	P	P	-	-	P	P	P	P
Funeral home	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	S
Gas station	-	-	-	-	-	S	P	-	-	-	-	-	-	-	-	-	-	-	-	-	S
Grocery store	-	-	-	-	-	S	P	-	-	-	-	-	-	-	P	-	-	S	P	P	P
Indoor recreation facility	-	-	-	-	-	S	P	S	-	-	-	-	-	-	S	-	-	-	-	S	P
Instructional facility	-	-	-	-	-	C	P	S	-	-	-	-	-	-	P	-	-	-	P	P	P
Kennel	S	-	-	-	-	-	-	S	-	S	-	-	-	-	-	-	-	-	-	-	S
Large item sales and rental: class 1	-	-	-	-	-	-	S	P	-	-	-	-	-	-	-	-	-	-	-	-	S
Large item sales and rental: class 2	-	-	-	-	-	-	S	P	P	-	-	-	-	-	-	-	-	-	-	-	-
Large item sales and rental: class 3	-	-	-	-	-	-	-	S	P	-	-	-	-	-	-	-	-	-	-	-	-
Lodging establishment	-	-	-	-	-	S	P	-	-	S	-	-	-	-	P	-	-	-	P	P	P
Lodging establishment: bed and breakfast	S	S	S	S	-	C	P	-	-	S	-	S	S	S	S	S	S	P	P	P	P
Manufactured home sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Commercial and retail uses	Zoning district										Transect zones (for FBC Form Based Code and OT Old Town zoning districts										
	SF-R	SF-1	SF-2	MF	MH	B-1	B-2	LI	I	REC	T-1	T-2	T-3	T-4	T-5	OT-3	OT-4R	OT-4T	OT-5H	OT-5C	SD-A
Nightclub	-	-	-	-	-	-	P	-	-	-	-	-	-	-	S	-	-	-	S	S	S
Office: medical	-	-	-	-	-	C	P	-	-	-	-	-	-	P	P	-	-	S	P	P	P
Office: special medical	-	-	-	-	-	-	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Office: professional	-	-	-	-	-	C	P	S	-	-	-	-	-	P	P	-	-	P	P	P	P
Outdoor recreation facility	-	-	-	-	-	-	S	-	-	P	-	-	S	S	-	-	-	-	-	-	-
Personal and business service shop	-	-	-	-	-	C	P	-	-	-	-	-	-	P	P	-	-	P	P	P	P
Print shop	-	-	-	-	-	C	P	P	P	-	-	-	-	P	P	-	-	P	P	P	P
Restaurant, bar	-	-	-	-	-	C	P	-	-	S	-	-	-	S	P	-	-	S	C	P	S
Retail store (no more than 5,000 sq. ft.)	-	-	-	-	-	C	P	-	-	-	-	-	-	P	P	-	-	P	P	P	P
Retail store (greater than 5,000 sq. ft.)	-	-	-	-	-	S	P	-	-	-	-	-	-	-	P	-	-	-	P	P	P
Special services	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-	-	-	-	-
Travel plaza, truck stop	-	-	-	-	-	-	-	-	S	-	-	-	-	-	-	-	-	-	-	-	-
Vehicle auction	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Veterinary clinic	-	-	-	-	-	C	P	P	-	-	-	-	-	-	-	-	-	-	-	-	P

10.304.7 Industrial uses

Industrial uses	Zoning district										Transect zones (for FBC Form Based Code and OT Old Town zoning districts										
	SF-R	SF-1	SF-2	MF	MH	B-1	B-2	LI	I	REC	T-1	T-2	T-3	T-4	T-5	OT-3	OT-4R	OT-4T	OT-5H	OT-5C	SD-A
Data Center	-	-	-	-	-	-	-	S	S	-	-	-	-	-	-	-	-	-	-	-	-
General industrial use	-	-	-	-	-	-	-	-	S	-	-	-	-	-	-	-	-	-	-	-	-
Heavy industrial use	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Junkyard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Light industrial use	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-	-	-	-	S
Research laboratory	-	-	-	-	-	-	-	P	P	-	-	-	-	-	S	-	-	-	-	S	S
Self-storage facility	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-	-	S
Trade use	-	-	-	-	-	C	C	P	P	-	-	-	-	-	-	-	-	-	-	-	S
Vehicle minor repair facility	-	-	-	-	-	S	C	C	P	-	-	-	-	-	-	-	-	-	-	-	S
Vehicle major repair facility	-	-	-	-	-	-	-	C	P	-	-	-	-	-	-	-	-	-	-	-	-
Vehicle storage facility	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-	-	-	-	-
Warehouse and distribution facility	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-	-	-	-	S

10.304.8 Institutional and civic uses

Institutional and civic uses	Zoning district										Transect zones (for FBC Form Based Code and OT Old Town zoning districts										
	SF-R	SF-1	SF-2	MF	MH	B-1	B-2	LI	I	REC	T-1	T-2	T-3	T-4	T-5	OT-3	OT-4R	OT-4T	OT-5H	OT-5C	SD-A
Amenity center	C	C	C	C	C	C	C	-	-	C	C	C	C	C	P	-	-	P	P	P	P
Aquatic facility	P	P	P	P	P	C	P	P	P	P	P	P	P	P	S	-	-	-	-	S	P
Athletic facility	S	S	S	S	S	C	P	P	P	P	S	S	S	S	S	-	-	-	-	-	P
Cemetery	S	S	-	-	-	-	-	-	-	S	-	-	-	-	-	-	-	-	-	-	-
Community facility	S	S	S	S	S	S	S	S	S	S	S	S	S	P	P	-	-	P	P	P	P
Golf course	S	S	S	S	S	-	-	-	-	S	-	S	-	-	-	-	-	-	-	-	-
Hospital	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	S
Park	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Park and ride lot (as principal use)	-	-	-	-	-	S	S	S	-	-	-	-	-	-	-	-	-	-	-	-	S
Place of worship or assembly	C	C	C	C	C	P	P	C	C	C	P	P	P	P	P	P	P	P	P	P	P
Public utility substation	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
School: no more than 5 students	-	P	P	P	P	P	P	-	-	-	-	-	-	P	P	-	-	P	P	P	P
School: at least 6 students	-	S	S	S	S	S	S	-	-	-	-	-	S	S	P	-	-	S	S	P	P

10.304.9 Temporary uses

Temporary uses	Zoning district										Transect zones (for FBC Form Based Code and OT Old Town zoning districts										
	SF-R	SF-1	SF-2	MF	MH	B-1	B-2	LI	I	REC	T-1	T-2	T-3	T-4	T-5	OT-3	OT-4R	OT-4T	OT-5H	OT-5C	SD-A
Construction equipment storage lot	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Construction field office	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Garage sale	P	P	P	P	P	-	-	-	-	-	-	P	P	P	-	P	P	P	-	-	-
Mobile Food Vendor						C	C	C	C	C	C	C	C	C	C	-	-	C	C	C	C
Model home / lot sales	P	P	P	P	P	-	-	-	-	-	-	P	P	P	-	P	P	P	-	-	-
Portable storage container	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Temporary building	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S

10.304.10 Accessory uses

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

Accessory uses	Zoning district										Transect zones (for FBC Form Based Code and OT Old Town zoning districts										
	SF-R	SF-1	SF-2	MF	MH	B-1	B-2	LI	I	REC	T-1	T-2	T-3	T-4	T-5	OT-3	OT-4R	OT-4T	OT-5H	OT-5C	SD-A
Antenna, radio hobbyist (no more than max hgt in district)	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Antenna, radio hobbyist (greater than max hgt in district)	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Antenna, non-residential use: no more than 15 ft. above roofline	-	-	-	-	-	C	C	C	C	C	-	-	-	-	-	-	-	-	-	-	C
Antenna, non-residential use: other	-	-	-	-	-	S	S	S	S	S	-	-	-	-	-	-	-	-	-	-	S
Wireless facility: attached	S	S	S	S	S	P	P	P	P	P	S	S	S	S	S	S	S	S	S	P	P
Wireless facility: concealed	S	S	S	S	S	P	P	P	P	P	S	S	S	S	P	S	S	S	S	P	P
Wireless facility: freestanding	-	-	-	-	-	-	S	S	S	S	-	-	-	-	-	-	-	-	-	-	S
Donation drop-off box	-	-	-	-	-	S	S	S	-	-	-	-	-	-	-	-	-	-	-	-	S
Drive through facility	-	-	-	-	-	S	P	-	-	-	-	-	-	-	-	-	-	-	-	-	S
Home occupation	P	P	P	P	P	-	-	-	-	-	-	P	P	P	-	P	P	P	-	-	-
Residential accessory structure	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Satellite dish	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Swimming pool	P	P	P	P	P	P	P	S	-	P	P	P	P	P	P	P	P	P	P	P	P
Vending machine (outdoor)	-	-	-	-	-	P	P	P	P	P	-	-	-	-	P	-	-	-	-	P	P
Free-standing cisterns	S	S	S	S	S	P	P	P	P	P	S	S	S	S	P	S	S	S	P	P	P
Wind energy system	S	S	S	S	S	S	S	P	P	S	S	S	S	S	S	S	S	S	S	S	P

10.304.11 Applicability and Enforcement

10.304.11.1 Excluded uses
If a use is not expressly permitted in a zoning district, it is prohibited. Uses prohibited in all zoning districts are not necessarily limited to uses described in this code as prohibited.

10.304.11.2 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 city. To provide for contingencies, Development Services staff will consider the appropriateness of an undefined use in a certain zoning district. 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 that zoning district or PUD.
- The use is not similar in nature and impact to a use defined and listed as a prohibited use in that

10.1003.2 Transect Zones Development Standards

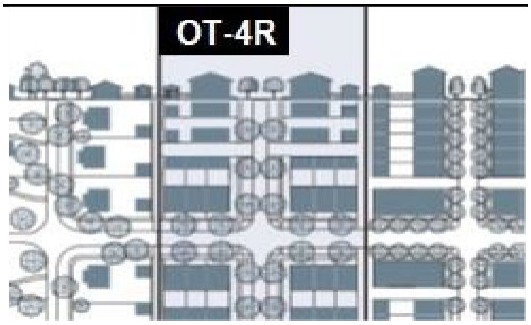


	OT-3 OLD TOWN TRADITIONAL NEIGHBORHOOD	OT-4R OLD TOWN URBAN RESIDENTIAL	OT-4T OLD TOWN TRANSITION	OT-5H OLD TOWN HISTORIC	OT-5C OLD TOWN CO-OP SITE	SD-A ARTERIAL SPECIAL DISTRICT
a. BASE RESIDENTIAL DENSITY						
By Right (minimums)	6 units / ac. Gross	8 units / ac. Gross	6 units / ac. Gross	12 units / ac. gross	Per PUD	NA
Other Functions (incl. Civic uses)	Per Land Use Schedule in Chapter 3					
b BLOCK SIZE						
Block Perimeter	1,600 ft. max.	1,600 ft. max.	1,600 ft. max.	1,600 ft. max.	Per PUD	3,000 ft. max.
c. LOT OCCUPATION						
Lot Width	80 ft. min. 160 ft. max.	20 ft. min. 100 ft. max.	40 ft. min. 80 ft. max.	18 ft. min. 96 ft. max.	Per PUD	40 ft. min. No max.
Lot Coverage (maximum)	60%	80%	60% max.	90% max.	90% max.	75% max.
d SETBACKS - PRINCIPAL BUILDING**						
(g.1) Front Setback (Principal)	15 ft. min. 25 ft. max.	5 ft. min. 15 ft. max.	10 ft. min. 25 ft. max.	0 ft. min. 10 ft. max.	Per PUD	15 ft. min. No max.
(g.2) Front Setback (Secondary)	15 ft. min. 25 ft. max.	5 ft. min. 15 ft. max.	10 ft. min. 25 ft. max.	0 ft. min. 10 ft. max.	Per PUD	15 ft. min. No max.
(g.3) Side Setback	5 ft. min.	0 ft. min.	5 ft. min.	0 ft. min.	0 ft. min.	5 ft. min.
(g.4) Rear Setback	5 ft. min.	5 ft. min.	5 ft. min.	0 ft. min.	0 ft. min.	5 ft. min.
Frontage Buildout	50% min.	70% min.	50% min.	80% min.	Per PUD	50% min.
e. SETBACKS - ACCESSORY BUILDING**						
(h.1) Front Setback	20 ft. min.+bldg. setback	20 ft. min.+bldg. setback	20 ft. min.+bldg. setback	40 ft. min.+bldg. setback	not applicable	20 ft. min.+bldg. setback
(h.2) Side Setback	5 ft. min.	0 ft. min. or 3 ft.	0 ft. min. or 3 ft.	0 ft. min. or 3 ft.	not applicable	0 ft. min. or 3 ft.
(h.3) Rear Setback	3 ft. min.	3 ft. min.	3 ft. min.	3 ft. max.	not applicable	3 ft. min.
f. BUILDING DISPOSITION (See Section 10.1003.4)						
Edgeyard	permitted	permitted	permitted	not permitted	Per PUD	permitted
Sideyard	not permitted	permitted	permitted	not permitted	Per PUD	permitted
Rearyard	not permitted	permitted	permitted	permitted	Per PUD	permitted
Courtyard	not permitted	not permitted	not permitted	not permitted	Per PUD	by minor modification
g PRIVATE FRONTAGES (See Section 10.1003.5)						
Porch & Fence	permitted	not permitted	permitted	not permitted	Per PUD	permitted
Terrace or Dooryard	not permitted	permitted	not permitted	not permitted	Per PUD	permitted
Forecourt	not permitted	permitted	permitted	permitted	Per PUD	permitted
Stoop	not permitted	permitted	permitted	permitted	Per PUD	permitted
Shopfront & Awning	not permitted	permitted	not permitted	permitted	Per PUD	permitted
Gallery	not permitted	permitted	permitted	permitted	Per PUD	permitted
Arcade	not permitted	not permitted	not permitted	not permitted	Per PUD	not permitted
h BUILDING HEIGHT						
Principal Building	2 Stories min.	3 Stories max.*	2 Stories max.	2 Stories max.	Per PUD	2 Stories max.
Outbuilding	2 Stories min.	2 Stories max.	2 Stories max.	2 Stories max.	2 Stories max.	2 Stories max.

*** Only 2 Stories permitted adjacent to existing single-family Residential uses.**

**** Graphic representation of setbacks [ex: (g.1 and h.1)] are shown in Section 10.1003.3 for each transect zone.**

10.1003.3.2 OT-4R Zone



a. BUILDING HEIGHT

Principal Building	3 Stories max.*
Accessory Building	2 Stories max.

* 2 Stories max. if adjacent to existing single-family Residential uses.

b. LOT OCCUPATION (See Section 10.1003.2)

Lot Width	20 ft. min. 100 ft. max.
Lot Coverage	80% max.

c. BUILDING DISPOSITION (See Section 10.1003.5)

Edgeyard	permitted
Sideyard	permitted
Rearyard	permitted
Courtyard	not permitted

d. SETBACKS - PRINCIPAL BUILDING (See Section 10.1003.2)

(g.1) Front Setback Principal	5 ft. min., 15 ft. max.
(g.2) Front Setback Secondary	5 ft. min., 15 ft. max.
(g.3) Side Setback	0 ft.
(g.4) Rear Setback	5 ft. min.
Frontage Buildout	70% min. at Setback

e. SETBACKS - ACCESSORY BUILDING (See Section 10.1003.2)

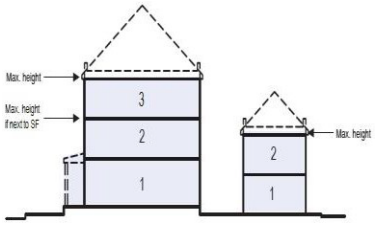
(h.1) Front Setback	20 ft. min. + bldg. Setback
(h.2) Side Setback	0 ft. min. or 3 ft. at corner
(h.3) Rear Setback	3 ft. min.

f. PRIVATE FRONTAGES (See Section 10.1003.6)

Porch & Fence	not permitted
Terrace or Lightwell	permitted
Forecourt	permitted
Stoop	permitted
Shopfront & Awning	permitted
Gallery	permitted
Arcade	not permitted

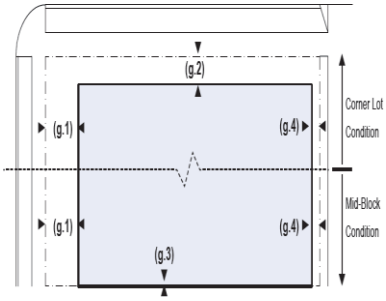
BUILDING CONFIGURATION

1. Building height shall be measured in number of Stories, excluding Attics and raised
2. Stories may not exceed 14 feet in height from finished floor to finished ceiling, except for a first floor Commercial Function which must be a minimum of 11 ft. with a maximum of 25 ft.
3. Height shall be measured to the eave or roof deck.



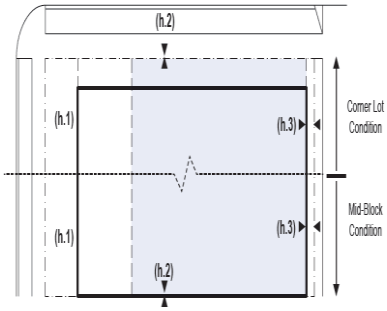
SETBACKS - PRINCIPAL BLDG.

1. The Facades and Elevations of Principal Buildings shall be measured from the Lot lines as shown.
2. Facades shall be built along the Principal Frontage to the minimum specified width in the table.



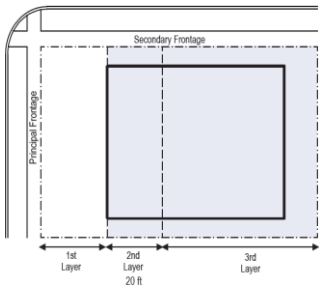
SETBACKS - ACCESSORY BLDG.

1. The Elevations of the Accessory Building shall be measured from the Lot lines as shown.

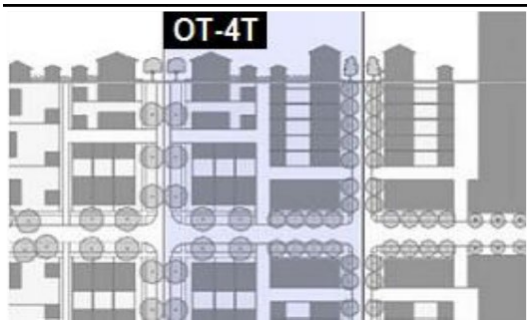


PARKING PLACEMENT

1. All parking Lots, garages, and parking structures shall be located at the Second or Third Layer.
2. Trash containers shall be stored within the Third Layer.



10.1003.3.3 OT-4T Zone



a. BUILDING HEIGHT

Principal Building	2 Stories max.
Accessory Building	2 Stories max.

b. LOT OCCUPATION (See Section 10.1003.2)

Lot Width	40 ft. min. 80 ft. max.
Lot Coverage	60% max.

c. BUILDING DISPOSITION (See Section 10.1003.5)

Edgeyard	permitted
Sideyard	not permitted
Rearyard	not permitted
Courtyard	not permitted

d. SETBACKS - PRINCIPAL BUILDING (See Section 10.1003.2)

(g.1) Front Setback Principal	10 ft. min., 25 ft. max.
(g.2) Front Setback Secondary	10 ft. min., 25 ft. max.
(g.3) Side Setback	5 ft. min.
(g.4) Rear Setback	5 ft. min.
Frontage Buildout	50% min. at Setback

e. SETBACKS - ACCESSORY BUILDING (See Section 10.1003.2)

(h.1) Front Setback	20 ft. min. + bldg. Setback
(h.2) Side Setback	0 ft.
(h.3) Rear Setback	3 ft. min.

f. PRIVATE FRONTAGES (See Section 10.1003.6)

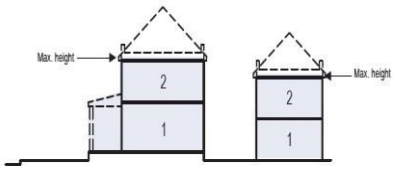
Porch & Fence	permitted
Terrace or Lightwell	permitted
Forecourt	permitted
Stoop	permitted
Shopfront & Awning	not permitted
Gallery	not permitted
Arcade	not permitted

BUILDING CONFIGURATION

1. Building height shall be measured in number of Stories, excluding Attics and raised

2. Stories may not exceed 14 feet in height from finished floor to finished ceiling.

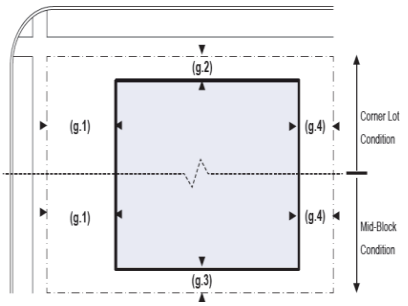
3. Height shall be measured to the eave or roof deck.



SETBACKS - PRINCIPAL BLDG.

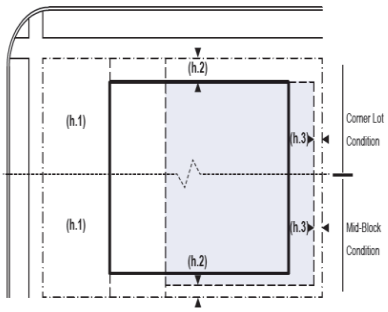
1. The Facades and Elevations of Principal Buildings shall be measured from the Lot lines as shown.

2 Facades shall be built along the Principal Frontage to the minimum specified width in the table.



SETBACKS - ACCESSORY BLDG.

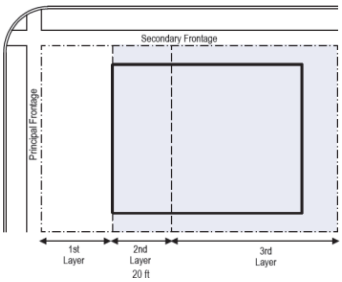
1. The Elevations of the Accessory Building shall be measured from the Lot lines as shown.



PARKING PLACEMENT

1. All parking areas and garages shall be located at the Second or Third Layer.

2 Trash containers shall be stored within the Third Layer.



Good Afternoon,
I am emailing to inform you that **I OBJECT** to the zoning of the 1.08 acres of land located on 213 FM 1660 (South) at Evans Street, from OT-4R (Urban Residential) to OT-4T (Transition). Until the infrastructure and road improvements to alleviate the amount of traffic that 1660 South suffers from because of all the housing there should be **NO** new developments what-so-ever until these things are first addressed.

Regards,
C. Casey
109 Orgain St.
Hutto TX

Madam/ Sir:

My vote is: **AGAINST** for the:

-PLANNING & ZONING COMMISSION ON: 6.4.24, &
- CITY COUNCIL ON: 7.11.24.

Thank you!

Respectfully,

Kathleen J Testa
100 Cotton Cove
Hutto, TX 78634

C: 512.484.9944

PROPERTY OWNER NOTICE OF TWO PUBLIC HEARINGS
TO BE HELD AT THE

PLANNING & ZONING COMMISSION ON:	**JUNE 4, 2024**
CITY COUNCIL ON:	**JULY 11, 2024**
MEETING LOCATION:	**500 W. Live Oak St. – City Hall**
MEETING TIME:	**7:00 PM**

Notice is hereby given to all interested persons that the **Hutto Planning & Zoning Commission and City Council** will hold two separate public hearings regarding the zoning change request for the property known as **213 FM 1660 (South)**, 1.08 acres, more or less, of land, located on FM 1660 (South) at Evans Street, from OT-4R (Urban Residential) to OT-4T (Transition). The land use proposal consists of a mixed-use neighborhood that provides a transition to the adjoining residential neighborhood.

As one of the owners of property located within 600 feet of the subject properties, you are invited to attend this meeting to voice your support or opposition. Detailed information will be available on the City of Hutto website under Planning and Zoning Commission agenda/packet information at least 72-hours before the meeting date here: https://www.huttotx.gov/129/Agendas-Minutes-Archive. 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: Zoning change request for the property known as **213 FM 1660 (South)**, 1.08 acres, more or less, of land, located on FM 1660 (South) at Evans Street, from OT-4R (Urban Residential) to OT-4T (Transition). The land use proposal consists of a mixed-use neighborhood that provides a transition to the adjoining residential neighborhood.

Name: MANUEL JESSE SANCHEZ

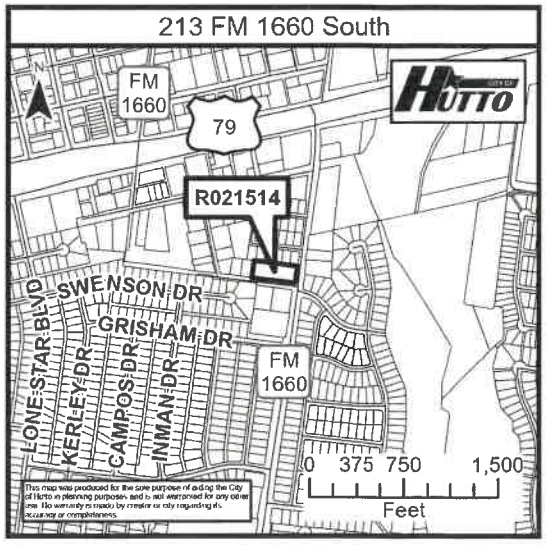
Address: 213 BRUSHY ST / P.O. BOX 211

☑ **I AM IN FAVOR**

☐ **I OBJECT**

Write comments below, attach additional pages if needed.

SITE LOCATION MAP



ZONING CHANGE APPLICATION

Must be accompanied by a Master Application

City of Hutto Development Services
500 W. Live Oak Street Hutto TX 78634
512-759-3479 Planning
512-846-2640 Permits & Inspections
512-759-4038 Engineering
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

PROJECT NAME: _____

PROPERTY ADDRESS: **213 Fm 1660 Hutto, Texas 78634**

Current zoning district (s): **OT-4R** Proposed Zoning District (s): **OT-4T**

Current Use: **Residential** Proposed Use: **Commercial**

Total Acreage: **1** Total # of Lots: **1** Future Land Use Map Designation: _____

Current zoning: North of property: _____ South of property: _____

East of property: _____ West of property: _____

FEES ☐ All required fees may be provided by cash, credit card or check made payable to: City of Hutto

REQUIRED FOR ZONING SUBMITTAL (If PUD proposed, see PUD Application)
All items listed must be included with application, unless otherwise noted.

- ☐ Complete Master application and Zoning Change application.
- ☐ Applicant has coordinated with staff on submittal requirements.
- ☐ Letter of intent explaining reason(s) for request.
- ☐ 10.203.12 Plan Amendment – Does the proposed PUD comply with the Future Land Use Map _____? If no, provide detailed summary stating why the proposed PUD is more appropriate than the FLUM as adopted per the criteria found in 10.203.12.3.
- ☐ Proof of ownership (copy of deed).
- ☐ Sketch of property by a registered professional land surveyor on (1) 8 ½" x 11".
- ☐ List of all property owners within 600-ft of subject property boundary and mailing labels. Data to be obtained from the WCAD website. List and labels shall be of the property owner's 'mailing' address not the 'property' address.
- ☐ All submittal documents provided in digital format. On a CD (disk), electronic storage device, or emailed link to files.
- ☐ On-site public hearing notification sign(s) required. See Ordinance No. O-19-12-19-9A.

REVIEW CRITERIA

- ☐ Zoning is consistent with all applicable land use and development plans.
- ☐ Zoning is compatible with existing and permitted uses on properties in the neighborhood, and does not have an adverse impact on surrounding properties or the natural environment.
- ☐ Zoning corrects a clerical/administrative error on the zoning map.
- ☐ Zoning results in a logical and orderly development plan.
- ☐ Zoning is not merely intended to confer an economic benefit to the property owner.
- ☐ Site is a legal building lot.
- ☐ Will be served by adequate facilities including streets, fire protection, water and sanitation for the proposed use.

PROCESSING

- ☐ Application intake, staff review and determination that it is complete, meeting scheduling, public notification (mailed/published/website notification).
- ☐ Notification required 16 days prior to scheduled meeting date (published/mailed).
- ☐ All final documents related to commission(s) action are required 10 days prior to scheduled meeting date.
- ☐ All final documents related to city council action are required 10 days prior to scheduled meeting date.

ADDITIONAL REQUIREMENTS FOR FBC (FORM BASED CODE) ZONING:

- □ Map:
  - Copy of overall site map (1) 18" x 24" + (1) 11" x 17" + (1) 8 ½" x 11"
  - Copy of site map(s) for each transect zone (1) 18" x 24" + (1) 11" x 17" + (1) 8 ½" x 11"
  - Proposed transect zones, civic zones and special districts
  - Proposed thoroughfare network
  - Proposed special requirements, if any
  - Proposed number of warrants or variances, if any
  - Copy of preliminary site plan(s) for each transect zone (2) 18" x 24" + (2) 11" x 17" + (1) 8 ½" x 11"
- □ Transect Framework Plan (TFP) that includes,
  - Total acreage (minimum 50 acres required)
  - Location map of the property with major roadways and adjoining neighborhoods;
  - General location of neighborhood units shown in ¼ mi. radius pedestrian zones;
  - A conceptual level plan depicting general location of transect zones with transitions to adjoining neighborhoods and roadway corridors
  - General location of land uses including mix and density/intensity by transect zone or neighborhood unit
  - General location of major roadway network
  - Palette of proposed street types with associated cross-sections and street classifications
  - A concept plan for open space, creek preservation, and stormwater drainage and detention, in addition to water, sewer infrastructure and general location of major open space such preservation of environmentally sensitive areas or farmland conservation areas
  - Any other information that illustrates the general design direction
  - Transect Zone Development Standards
- □ Written summary for,
  - Proposed sequence of community design
  - Proposed community unit types
  - Proposed transect zones, civic zones and special districts
  - Proposed thoroughfare standards, vehicular lanes and public frontages
  - Proposed density calculations
  - Proposed special requirements
  - Proposed natural drainage standards

ADDITIONAL REVIEW CRITERIA FOR FBC ZONING:

- FBC zoning is available to land containing a minimum of 50 contiguous acres.
- The form and content of all plan types shall be in sufficient detail to enable the city to evaluate the proposal and ascertain that it meets all criteria.
- Review criteria for all FBC plan types can be found in the UDC, as amended.
- Zoning within this district may require additional commission(s)/council action.

FOR DEPARTMENT USE ONLY:

Submittal date	Date accepted for review	Payment type	Fees paid	HPC Mtg. date	PZ Mtg. date	CC Mtg. date

CITY OF HUTTO DEVELOPMENT SERVICES

MASTER APPLICATION

Must accompany all application types
Unless otherwise indicated

City of Hutto Development Services
500 W. Live Oak Street Hutto TX 78634
512-759-3479 Planning
512-846-2640 Permits & Inspections
512-759-4038 Engineering
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

PROJECT NAME: _____ APPLICATION TYPE: **Zoning Change**

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

Name: **Charles T Hanstrom**

Company Name: _____

Address: **1913 Pachea Trl Round Rock, Tx 78665**

Phone: **512-801-3169** Email: **Oldwrench74@yahoo.com**

PROPERTY INFORMATION

Address: **213 Fm 1660 Hutto, Tx, 78734**

Legal Description: Lot(s) **8** Block **C** Subdivision **Harris Add**

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

City Limits or ETJ: **City Limits** Current Zoning District: **OT-4R**

PROPERTY OWNER INFORMATION

Name: **Charles T Hanstrom**

Company Name: _____

Address: **1913 Pachea Trl Round Rock, Tx 78665**

Phone: _____ Email: **Oldwrench74@yahoo.com**

PROPERTY OWNER CONSENT/AGENT AUTHORIZATION

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

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

Charles T Hanstrom
Property Owner Signature

Charles T Hanstrom
Property Owner Printed Name

4-17-2024
Date

THE STATE OF TEXAS

COUNTY OF Williamson

Before me, the undersigned authority, on this day personally appeared Charles T Hanstrom known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 17 day of APRIL, 2024 A.D.

Notary Public Signature

Tonie McGillicuddy
Notary Public Printed Name

TONIE MCGILLICUDDY
Notary Public, State of Texas
Comm. Expires 03-29-2025
Notary ID 8657713

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

Revised 2022

AGENDA ITEM REPORT
9.3.

To:	City Council
Subject:	Conduct a public hearing and consider possible action on Ordinance No. O-2024-038 for the proposed Penske Planned Unit Development, 35.8 acres, more or less, of land, from Multi-family and an original zoning to PUD at the time of annexation, located on the west side of Innovation Blvd (Ashley Bailey)
Meeting:	Thursday, July 11, 2024
Department:	Development Services /
Staff Contact:	Ashley Bailey

BACKGROUND INFORMATION:

The property is approximately 35.8 acres north of the northwest corner of US79 and Innovation Blvd. The subject tract has an annexation development agreement remaining on a portion of the property, with the northern portion of approximately 16 acres having been annexed and zoned multi-family in 2021. The Future Land Use Map designates the area as Corridor Commercial, allowing for a higher intensity, autocentric use along the US79 and SH130 corridors. The property is bound by future right-of-way and the Eastern Williamson County HIgher Education Center *EWCHEC) property to the north, Innovation Blvd. and existing light industrial/Titan Business Park on the east, undeveloped property not yet annexed on the south, and SH130 on the west. The developer proposes to create an automotive dealership and ancillary uses across two phases of development.

SUMMARY OF REQUEST:

The developer's team and City staff have collaborated on the attached Planned Unit Development (PUD) zoning to address deviations from the base Light Industrial zoning, which allows for automotive sales and repair under Class 1 Large Item Sales and Rental designation. In lieu of security fencing around the dealership, bollards or decorative fencing will be allowed. An exhibit illustrating the potential fence types is included within the PUD document. The ancillary uses, such as a potential full service body shop, car wash, and fueling station are only allowed in conjunction with the dealership. Thus, without the dealership, those uses are not allowed by-right on the track. The repair provisions proposed in the PUD allow for automotive repair and service, rapid repair services to prepare vehicles for resale including scratch and dent repair as well as general service work. The bodyshop use allowance, including heavy maintenance activities such as engine overhauls, vehicle painting with paint booths, body will have to be conducted inside a building with any inoperable cars being stored behind a masonry wall.

An important aspect of the proposal is the ultimate dedication of the extension of the Schnieder Blvd right-of-way at the northern edge of the development. While it is not fully known if the developer will construct the right-of-way as part of the project or it will remain on the capital improvement plan, the developer has indicated they will dedicate right-of-way as shown on the Mobility Masterplan. Other

deviations, such as the use fully occurring inside a structure, are further outlined in the attached PUD document and grant the minimum needed deviations to develop two dealerships and the supporting uses across 38 acres.

There are existing uses in the vicinity, like EWCHEC, zoned single-famiy despite being developed with more suitable for commercial districts. For that reason, staff is supporting the request to reduce the bufferyard requirement to the north, along the extension of Schneider Blvd.

STAFF REVIEW:

17 property owners within 600' were notified of the request. Staff has received two responses in favor at the time of the published packet.

The PUD request meets the PUD criteria as outlined below:

The PUD is consistent with the spirit of the community, neighborhood and other applicable land use and development plans, compatible with the character of adjacent development or recommended land uses, it would not adversely affect property near the site, and it achieves the benefits of improved design.
The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value.
The PUD will give benefits through providing open space, parks, conservation of environmental features, aesthetic features and harmonious design, and/or energy efficient site design.
The benefits of preserving land for open space, parks or other public amenities outweigh the potential impact from more intense or dense development on the site.
The PUD controls external effects on nearby land uses such as movement and congestion of traffic; lighting; trash accumulation and litter; noise, air and water pollution; and other factors affecting public health, welfare, safety and convenience.
The PUD will be served by adequate facilities including streets, fire protection, water and sanitation.
The PUD does not have a significantly greater burden on the city's existing infrastructure, public improvements and services than development at a density permitted under the current zoning or suggested under community, neighborhood and other applicable land use and development plans, or that arrangements are made to mitigate impacts.
PUD architectural design, landscaping, hardscaping and signage parameters must give evidence of compatibility with adjacent development, internal consistency of design, and conformance to city design standards.

Staff finds that the proposed PUD meets the intent of all provisions for PUD Review Criteria as listed in Section 10.203.10.3 of the UDC. Therefore, staff recommends that the Commission recommend approval of the proposed district to City Council with the following condition:
1. A Traffic Impact Analysis and Drainage Study shall be submitted and approved prior to Preliminary Plat submittal.

AGENDA ITEM REPORT
9.3.

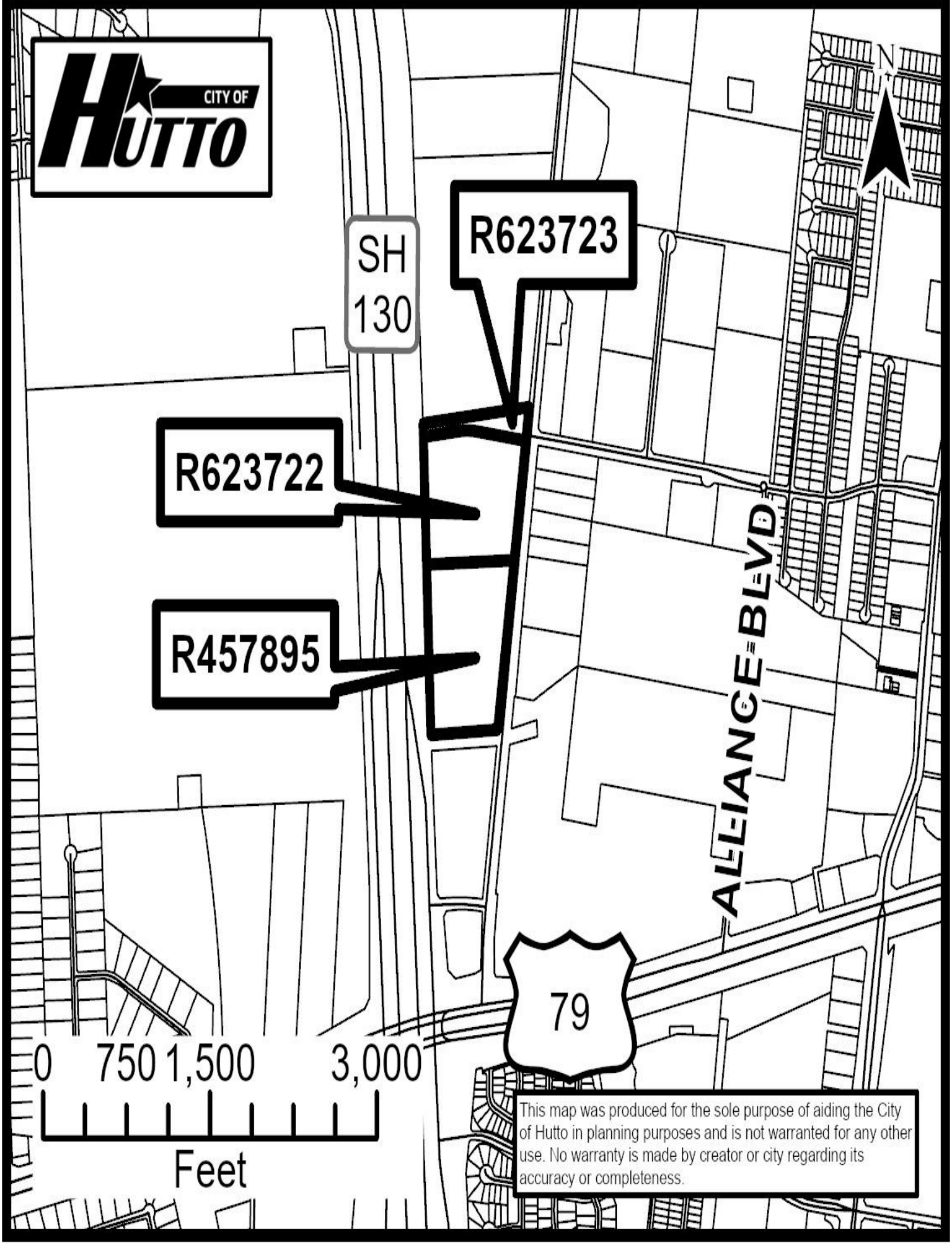
FISCAL NOTES:

Not applicable to this application.

ATTACHMENTS:

1. Penske_PUD_Newspaper_Map
2. LOI
3. Penske Hutto PUD Ord - Revision 1 FINAL
4. Exhibit D - Perimeter Bollards (6-25-24)
5. PUD Exhibit
6. PUD Exhibits to Plan (revised-1)
7. DA Res-R-12-05-17-9B3-Avery(38.54ac)
8. Application

Penske PUD


CITY OF HUTTO
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SH 130
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R457895
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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.

PUD STATEMENT OF INTENT – PENSKE HUTTO

PAG West, LLC (the "**Applicant**") is under contract to purchase slightly more than 35 acres in Hutto and such property is defined in the accompanying Master Application, Annexation Application, and PUD Zoning Change Application (collectively, the "**Applications**"). Part of the property is currently within the City of Hutto, and a portion is outside of the city limits. The Applicant will be developing the property in phases as two automotive dealerships and accompanying repair shops. This Statement of Intent is to provide additional information and context with to the Applications.

Intent: 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.

Penske: The Penske Hutto PUD is consistent with the spirit of community, neighborhood and other application land use and development plans. Hutto Soar 2040 recommends this property for commercial corridor use, and the Applicant's use will achieve the goal of meeting the needs of both local and regional residents and being located along a high volume roadway at a high volume intersection The incorporation of high volume sale of parts and services will generate large amounts of sales tax revenue.

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

Penske: The Penske Hutto PUD will not adversely affect land with significant historical, cultural, recreational, or aesthetic value. There are existing industrial uses across Innovation Boulevard, which are compatible with the proposed automotive dealerships. The property is currently undeveloped. It has been used for agricultural purposes in the most recent past. Thus, no significant historic, cultural, or natural features remain.

Intent: 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.

Penske: The Property will be developed into a first-class automobile dealership consistent with the landscaping plans and concept plan attached. Additionally, Penske's land uses are not heavy consumers of water and wastewater.

Intent: 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.

Penske: These uses are consistent with the Future Land Use Map, and the benefits of development will outweigh any negative impacts. The Penske Hutto PUD will give benefits by providing jobs and opportunities for Penske citizens to purchase automobiles.

Intent: 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.

Penske: The Penske Hutto PUD allows for auto-oriented land uses at the periphery of the city, preserving interior tracts for more compact, pedestrian-friendly development opportunities. The attached architectural and design standards ensure that development is consistent with Hutto's desired character of the built environment.

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

Penske: The Penske Hutto PUD will be served by adequate facilities including streets, fire protection, water and sanitation The proposed uses require minimal consumption of water and wastewater services compared to other retail and commercial uses

Intent: The PUD does not have a significantly greater burden on the city's existing infrastructure, public improvements and services than development at a density permitted under the current zoning or suggested under community, neighborhood and other applicable land use and development plans, or that arrangements are made to mitigate impacts.

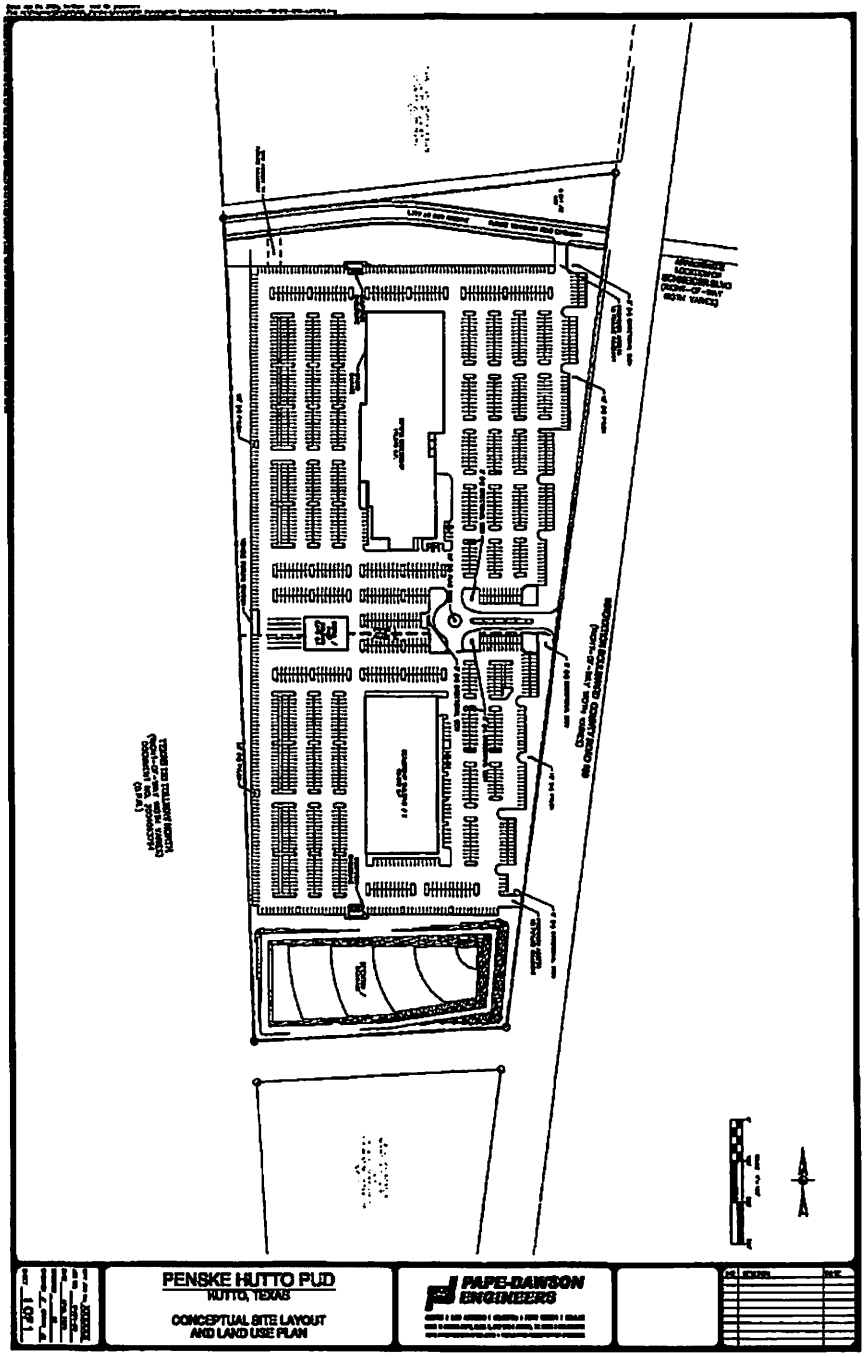
Penske: The Penske Hutto PUD does not significantly burden existing infrastructure, public improvements, and services. These uses are consistent with the Future Land Use Map and Hutto Soars 2040.

Intent: 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.

Penske: Exhibit A provides a development plan and conceptual layout.

EXHIBIT A

DEVELOPMENT/CONCEPT PLAN



Development Standards

Penske Hutto PUD

1. GENERAL PROVISIONS

1.1 Title

This ordinance is known as “Penske Hutto Planned Unit Development Ordinance” and may be cited as “Penske Hutto PUD” or the “PUD.”

1.2 Purpose

Penske Hutto PUD consists of approximately 35.8 acres located in Hutto, Williamson County, Texas, and more particularly described on **Exhibit A** attached to this PUD Ordinance.

This PUD is intended to accommodate the development of two automotive dealerships and associated accessory uses, including automotive mechanical repair, automotive cosmetic repair, and auto-related services. Development is anticipated to occur in two phases, and a future right-of-way dedication to the City of Hutto for the extension and connection of Schneider Boulevard to State Highway 130 Tollway is a component of the Development Plan.

1.3 Applicability and Base Zoning

The base zoning district for this PUD is LI (Light Industrial) District. For purposes of zoning and development, the Penske Hutto PUD shall regulate the development of the subject property. Development standards and conditions not specifically covered by the PUD shall be regulated by the City of Hutto Unified Development Code (UDC) in effect on the date of adoption of this ordinance. In instances of conflict, the Penske Hutto PUD shall take precedence over the UDC.

1.4 Intent

The Penske Hutto PUD is consistent with the spirit of the community, neighborhood, and other applicable land use and development plans. *Hutto Soar 2040* recommends this property for commercial corridor use, and the proposed use will achieve the goal of meeting the needs of both local and regional residents and being located along a high traffic volume roadway. Anticipated sales of parts and services will generate a significant amount of sales tax revenue for the City of Hutto.

The Penske Hutto PUD will not adversely affect land with significant historical, cultural, recreational, or aesthetic value. There are existing commercial and industrial uses across Innovation Boulevard, which are compatible with the proposed automotive dealerships. Furthermore, the subject property is adjacent to the Texas State Technical

College campus, which creates synergy opportunities between the school and industry. The property is currently undeveloped. It has been used for agricultural purposes in the most recent past. Thus, no significant historic, cultural, or natural features remain.

The Penske Hutto PUD will be developed in a manner that considers environmental features and aesthetics, resulting in a harmonious design that is appropriate and compatible with existing and proposed land uses. The proposed uses are not heavy consumers of water and wastewater utility services.

These uses are consistent with the Future Land Use Map, and the benefits of development outweigh any negative impacts. The Penske Hutto PUD development benefits the Hutto community by providing jobs, services, and the opportunity for Hutto citizens to purchase automobiles locally.

The Penske Hutto PUD allows for auto-oriented land uses to be located at the periphery of the city, preserving interior tracts for more compact, pedestrian-friendly development opportunities. The site and building designs are consistent with Hutto's desired character for the built environment.

The Penske Hutto PUD will be served by adequate facilities including streets, fire protection, water, and sanitation. Automotive dealerships result in minimal water and wastewater services compared to many other retail and commercial uses.

The Penske Hutto PUD does not significantly burden existing infrastructure, public improvements, and City services. Proposed land uses are consistent with the *Future Land Use Map* and *Hutto Soar 2040* plans.

A conceptual layout and design of the proposed development is provided as **Exhibit B**. The design incorporates features such as four-sided architecture, building offsets, shade awnings, building overhangs that function to enhance the aesthetic, provide shade, and minimize heat effect. Landscaping will be primarily of drought-tolerant, native plant materials that are well-suited to this locale. The intent is to create a project that is compatible with surrounding properties, the comprehensive plan, and the community at-large.

1.5 Compatibility with the Future Land Use Map

The Future Land Use Map of the Hutto Soar 2040 comprehensive plans proposes Corridor Commercial uses for this site. Commercial Corridors consist of non-residential land uses that meet the needs of both local and regional residents. Uses are typically located along high volume roadways or at high volume intersections and generate large amounts of sales tax revenue. Commercial Corridors often consist of traditional or suburban commercial development with large surface parking lots that front a major roadway or highway. These corridors rely upon automobile accessibility and exposure.

1.6 Severability

If one or more of the provisions contained in this PUD is deemed invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the PUD.

1.7 Amendments

Technical, site planning, or engineering considerations that meet the intent of this PUD may call for minor deviations from the approved PUD. The Development Services Director may approve administratively minor deviations from the approved PUD to accommodate flexibility in design when consistent with the original intent of the PUD approval. In instances where no specific criteria for granting a modification are specified, an administrative approval may be granted for dimensional deviations of 10 percent or less of the specific standard. The request for an amendment to the PUD shall not subject the entire PUD to a new public hearing, but only that portion of the PUD necessary to rule on the specific issue requiring the relief.

2. DEVELOPMENT PLAN and LAND USES

2.1 Conceptual Site Layout and Land Use Plan

A conceptual site layout and land use plan is provided as **Exhibit B**. It is intended to convey the general plan for development, site improvements, and phasing. The Toyota Dealership is anticipated to be the first portion of the property to development in conjunction with the detention pond. A later phase will be the development of a second dealership. Per the City of Hutto Mobility Master Plan, the extension of Schneider Boulevard is planned as a Major Collector. The site layout anticipates a future right-of-way dedication for this roadway.

2.2 Site Plan

Detailed site development plans will be submitted with each site plan application proposing site improvements. This PUD does not constitute final plat or site plan approval. The exact locations and specifications for the building, structures, parking, landscaping, and other improvements shall be determined as site development permits are submitted and approved as being consistent with the intent and provisions of this PUD Ordinance.

2.3 Permitted Uses

The permitted uses allowed within the boundaries of the Penske Hutto PUD shall include all of the list of uses of the LI (Light Industrial) District permitted by right subject to performance standards for the use, uses permitted by right subject to conditions for the use in that district, and uses considered subject to specific use permit review, except as modified in Section 3 Land Use Standards and Section 4 Site Design Standards specified below.

2.4 Automotive Dealership Use

The primary use anticipated with this PUD is Automotive Dealership, which is classified in the UDC as Class 1 Large Item Sales and Rental. This use is described as vehicles for sale or rent to general consumer markets, and includes autos, vans, light trucks, sport utility vehicles, golf carts, neighborhood electric vehicles, motorcycles, personal watercraft, small off-road vehicles, and automobile, truck, and motorcycle parts, accessories, and after market items.

3. LAND USES STANDARDS

This PUD is intended to accommodate the development of two automotive dealerships and Development is anticipated to occur in two phases, and a future right-of-way dedication to the City of Hutto for the extension and connection of Schneider Boulevard to State Highway 130 Tollway is a component of the Development Plan.

Automotive Dealership Standards

The base zoning of LI (Light Industrial) District and certain requirements of the Unified Development Code are not conducive for development of a modern, full-service, automotive dealership. The following standards are applicable to development of an automotive dealership use and may include certain associated accessory uses, including automotive mechanical repair, automotive cosmetic repair, and auto-related services. If the site is developed as a non-automotive dealership use, the requirements of the LI (Light Industrial) District and Unified Development Code are applicable. The following standards are applicable only in conjunction with an automotive dealership use.

3.1 Indoor Location

Given the large vehicle inventory and nature of the business in general, automotive dealership uses shall be exempt from UDC Section 10.304.2.1 requiring all use must be performed entirely inside a permanent structure.

3.2 Principal Uses

As indicated in the Conceptual Site Layout and Land Use Plan, accessory automotive services are anticipated. Some of which may occur within separate structures. Automotive dealership use shall be exempt from UDC Section 10.304.2.2 allowing only one principal use on a lot.

3.3 Car Wash

Car wash facilities that serve as an accessory use to an automotive dealership are not required to be screened and buffered with masonry walls because the proposed intervening right-of-way at the northern portion of the PUD boundary provides a separation from the adjacent tract owned by the East Williamson County Higher Education Center that is currently zoned SF-1 (Single-Family) District but is proposed for future expansion of the educational facility.

3.4 Gas Station

Vehicle fueling with a fuel tank up to 10,000 gallons that are incidental and accessory to automotive dealership uses shall be permitted when operated in conjunction with an automotive dealership use only. Stand-alone gas stations serving the general public are not permitted.

3.5 Large Item Sales and Rental: Class 1

Vehicles intended for sale or rent shall not be limited to a gross vehicle weight of less than 7,500 pounds.

3.6 Retail Store

Automotive dealership uses may include a Retail Store component that is secondary to the dealership.

3.7 Vehicle Minor Repair Facility

Automotive dealership uses may include a Vehicle Minor Repair Facility even when parcels are next to residential zoning districts. The right-of-way dedication at the northern portion of the PUD boundary will provide a separation from the adjacent tract owned by the East Williamson County Higher Education Center that is currently zoned SF-1 (Single-Family) District but is proposed for future expansion of the educational facility. A Vehicle Minor Repair Facility associated with an automotive dealership use shall be permitted rapid repair services to prepare vehicles for resale including scratch and dent repair as well as engine tune-ups, lubrication, brake repair, air conditioning service, tire sales and installation, car washing, detailing, and polishing.

3.8 Vehicle Major Repair Facility

- Vehicle Major Repair Facility use including heavy maintenance activities such as engine overhauls, vehicle painting with paint booths, body or fender work, and welding shall be permitted with this PUD notwithstanding the Gateway Overlay designation. In the case of a body shop use, the conditions prescribed under Section 10.308.10.3of the UDC shall be applicable. Inoperable vehicles must be enclosed behind a 6-foot-high masonry (stone, brick, decorative CMU, or similar material) screening wall.
- Major vehicle repairs must be conducted indoors or inside the screening walls.

4. SITE DESIGN STANDARDS

4. Perimeter Security Fencing

For automotive dealership uses, perimeter security fencing is permitted and optional. Minimal metal pipe fencing or bollards with landscaping are allowed. Masonry screening is not required for outdoor storage areas classified as vehicle inventory for sale or lease. In addition to screening and fencing alternatives specified in Section 10.408 of the UDC, automotive dealership uses may provide fence types that are generally compliant with **EXHIBIT D** to allow for increased site and vehicle inventory visibility.

4.3 Service Area Screening from Residential

The proposed intervening right-of-way at the northern portion of the PUD boundary will provide a separation from the adjacent tract currently zoned SF-1 (Single-Family) District. Automotive dealership and complementary uses shall be exempt from UDC Section 10.403.13 requiring wing walls, landscape screens, changes in building orientation, and/or other architectural elements to buffer drive-through aisles and mechanical commercial uses within 150 feet from a residential district. **4.4 Service Area Screening from Roadway**

Screening of service entrances from view from streets including the S.H. 130 Tollway and Schneider Boulevard is not required for automotive dealership use if the design generally conforms to the building elevations of **EXHIBIT C** that includes architectural features such as building offsets, windows door awnings, and varying façade materials.

4.5 Siting and Orientation

Siting and orientation design standards of UDC Section 10.403.8 are not applicable it the site is developed as an automotive dealership. Parking and access for automotive dealerships shall be allowed to generally comply with the parking and access layout as shown on **EXHIBIT B**.

4.6 Parking Ratios

The minimum and maximum parking ratios prescribed in UDC Section 10.405 shall be applicable to office, service, and non-inventory parking only. Vehicle inventory storage, as shown on **EXHIBIT B,** shall have no minimum or maximum parking requirement.

4.7 Parking Space Location

Automotive dealership uses are exempt from the requirements of UDC Section 10.405.8.2 requiring non-corner lots to have 40% of parking spaces and corner lots to have 30% of parking spaces located behind the front building line.

4.8 Handicap Accessible Parking Spaces

The required number of handicapped designated parking spaces prescribed in UDC 10.405.9.3 shall apply only to the number of required parking spaces for the use. Vehicle storage and display parking spaces shall be excluded for the purposes of calculating the number of required handicap accessible parking spaces.

5. ARCHITECTURAL DESIGN

5.1 Building Elevation

EXHIBIT C provides a conceptual representation of the proposed building design for Phase 1. Detailed architectural plans will occur with future development permit applications.

5.2 Accessory Building Height

The maximum height of an accessory building shall be 25 feet.

5.3 Vehicle Service Bay Overhead Doors

Vehicle service bay overhead doors associated with an automotive dealership use are permitted to face the northern property line despite the East Williamson County Higher Education Center property being zoned SF-1 (Single-Family) District. Proposed overhead doors provide high-speed, quiet functionality for securing drive aisles through buildings.

6. LANDSCAPING

6.1 Landscape and Irrigation Plan

The conceptual site layout and land use plan provided as **Exhibit B** shows the general provision for site and parking lot landscaping and tree plantings. Detailed landscape and irrigation plans will be submitted with each site plan application proposing site improvements. The use of xeriscaping and shade canopies in lieu of tree plantings are encouraged. The use of synthetic turf shall be permitted as an option on a limited basis within the site.

6.2 Buffer Yards

The proposed intervening right-of-way at the northern portion of the PUD boundary will provide a separation from the adjacent tract currently zoned SF-1 (Single-Family) District and used for Instructional Facility use by the East Williamson County Higher Education Center. Automotive dealership and accessory uses shall provide buffer yard enhancements that consist of the following:

- 10-foot-wide planting area.
- Two (2) native tall trees and one (1) native short tree per every fifty (50) linear feet of buffer yard.

6.3 Minimum Landscaped Area

For automotive dealership uses, a minimum of 10% of the total area being developed for that use shall be landscaped. Areas around the perimeter of the detention facility may count toward the minimum landscape area requirement.

6.4 Parking Lot Landscape Islands

For automotive dealership uses, interior parking rows shall provide landscape islands at rates and intervals generally proposed on **Exhibit B**. .

7. OUTDOOR LIGHTING

7.1 Light Pole Height

The maximum height of a light pole for parking areas, pedestrian areas, and drive aisles is 20 feet. Automotive dealership uses are encouraged to implement light reduction measures such as fifty (50) percent cut-off and/or motion sensing activation after 10 PM until sunrise.

8. SIGNS

8.1 Master Sign Package

A master sign package shall be provided at the time of development review of building plans for each phase.

8.2 Proposed Signage

Exhibit B provides a conceptual site layout for proposed sign types and standards. A maximum of two 50-foot pylon signs with a sign area up to 200 square feet (one for each automotive dealership) shall be allowed within the PUD boundary along the Texas 130 Tollway. A maximum of two 15-foot pylon signs with a sign area of up to 75 square feet (one for each automotive dealership) shall be allowed along Innovation Boulevard in lieu of freestanding monument signs.

8.3 Directional Signage

In addition to placement at curb cut locations, directional signage shall be permitted within the site to efficiently direct consumers to various service needs. Directional signage shall be allowed with a maximum height of 5 feet and a maximum area of 15 square feet.

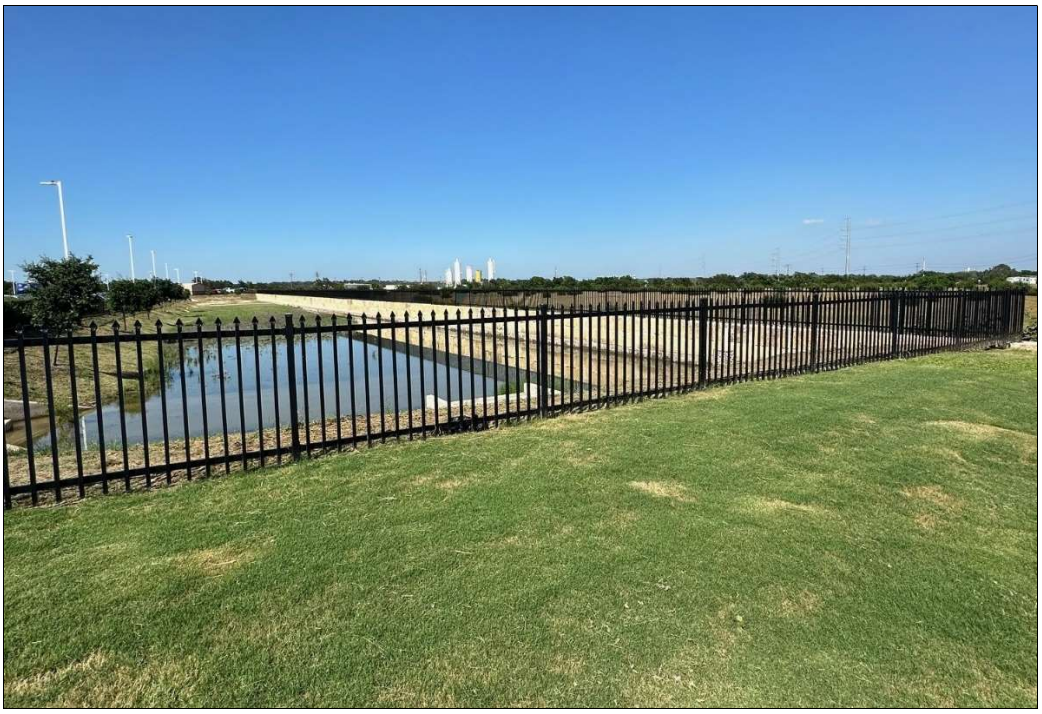
8.4 Flagpole

A flagpole shall be allowed to serve as an entry feature for the two automotive dealerships. The maximum height of the flagpole shall not exceed 80 feet. The maximum size of the flag shall not exceed 375 square feet.

Penske Hutto PUD

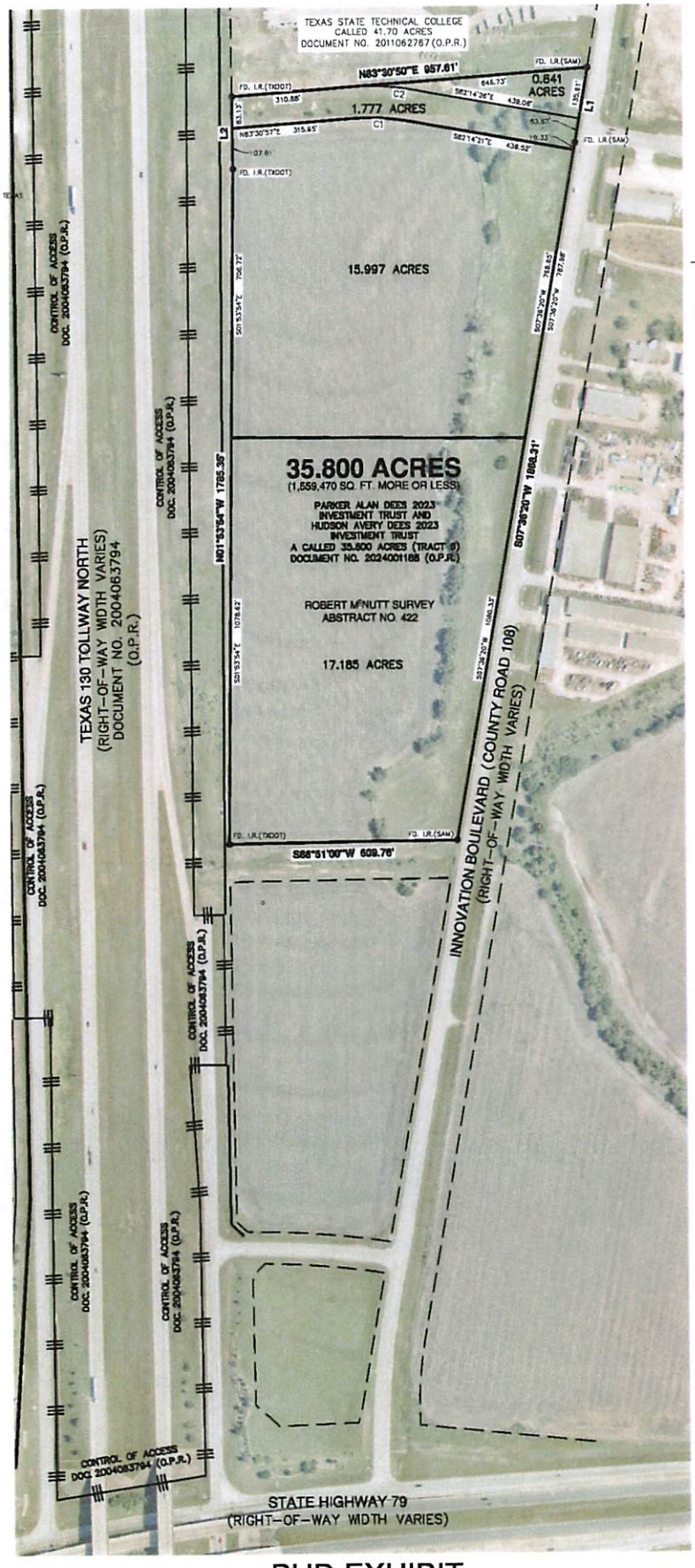
EXHIBIT D: Perimeter Fencing Alternatives

Open Fence



Bollards





LEGEND

(TXDOT) TXDOT ALUMINUM CAP
(B/A) BAKER/AICKLEN CAP
IRON ROD (CAP NOTED)

DEED/PLAT REFERENCE

O.R. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

0' 200' 400' 600'

SCALE: 1" = 200'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S07°25'17"W	199.28'
L2	N03°09'00"W	190.74'

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	883.50'	014°14'43"	S89°21'43"E	169.50'	169.83'
C2	786.50'	014°14'27"	S89°21'40"E	190.02'	190.51'

PUD EXHIBIT

A 35.800 ACRE TRACT (TRACT 6) RECORDED IN DOCUMENT NO. 2024001188 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS SITUATED IN THE ROBERT McNUTT SURVEY ABSTRACT NO. 422

PAPE-DAWSON ENGINEERS

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #100318-00

JOB NO. 59010-19
DATE JULY 2023
CHECKED JG DRAWN JG
CIVIL JOB NO. ----
REFERENCE: ----
SHEET 1 OF 1

AVERY RANCH CO. - HUTTO TRACTS PUD

FIELD NOTES

FOR

A 35.800 ACRE TRACT OF LAND SITUATED IN THE ROBERT M^{C}NUTT SURVEY, ABSTRACT NO. 422, WILLIAMSON COUNTY, TEXAS, BEING OUT OF A CALLED 35.800 ACRE TRACT (TRACT 6) OF LAND IN TRUSTEE DISTRIBUTION DEED TO PARKER ALAN DEES 2023 INVESTMENT TRUST AND HUDSON AVERY DEES 2023 INVESTMENT TRUST, RECORDED IN DOCUMENT NO. 2024001188 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 35.800 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at a TXDOT Type II concrete monument found on a point in the east right-of-way line of Texas 130 Tollway North, said point being the southwest corner of a called 41.70 acre tract of land in deed to Texas State Technical College, recorded in Document No. 2011062767 of said Official Public Records, same being the northwest corner of said 35.800 acre tract, for the northwest corner and **POINT OF BEGINNING** hereof;

THENCE departing the east right-of-way line of said Texas 130 Tollway North, with the south boundary line of said 41.70-acre tract, same being the north boundary line of said 35.800 acre tract, **N 83°30'50" E** for a distance of **957.61 feet** to an iron rod with cap stamped "SAM" found on a point in the west right-of-way line of said Innovation Boulevard, said point being the southeast corner of said 41.70-acre tract, same being the northeast corner of said 35.800 acre tract, for the northeast corner hereof;

THENCE with the west right-of-way of said Innovation Boulevard, same being the east boundary line of said 35.800 acre tract, the following two (2) courses and distances:

1. **S 07°25'17" W** for a distance of **199.28 feet** to an iron rod with cap stamped "SAM" found, for an angle point hereof, and

2. **S 07°36'20" W** for a distance of **1868.31 feet** to an iron rod with cap stamped "SAM" found at a point on the intersection of the west right-of-way line of said Innovation Boulevard with the north right-of-way line of an unnamed street, said point being the southeast corner of said 35.800 acre tract, for the southeast corner hereof;

THENCE departing the west right-of-way line of said Innovation Boulevard with the north right-of-way line of said unnamed street, same being the south boundary line of said 35.800 acre tract, **S 86°51'00" W** for a distance of **609.76 feet** to a TXDOT Type II concrete monument found at a point on the intersection of the north right-of-way line of said unnamed street with the east right-of-way line of said Texas130 Tollway North, said point being the southwest corner of said 35.800 acre tract, for the southwest corner hereof;

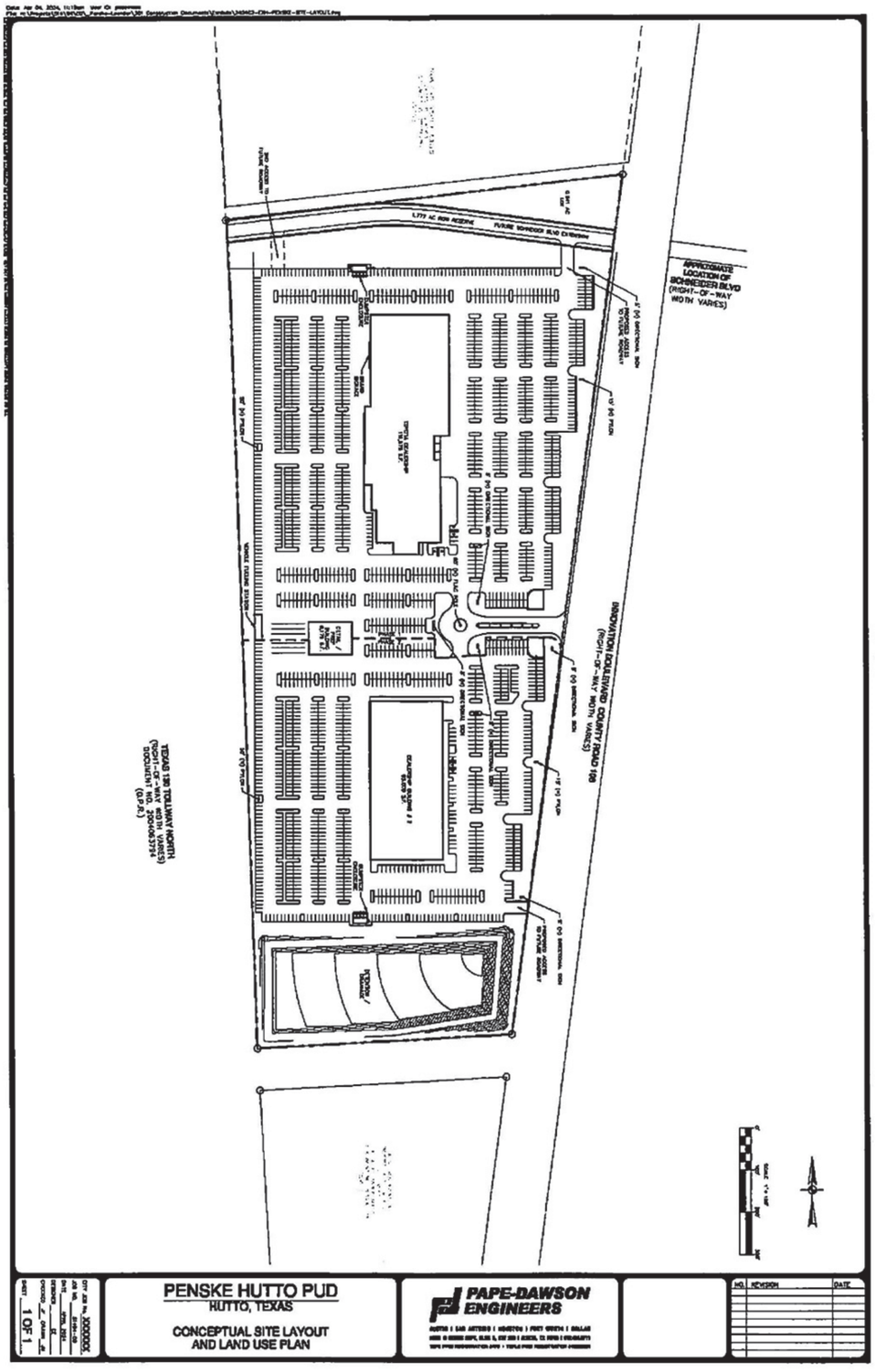
THENCE with the east right-of-way line of said Texas 130 Tollway North, same being the west boundary line of said 35.800 acre tract, the following two (2) courses and distances:

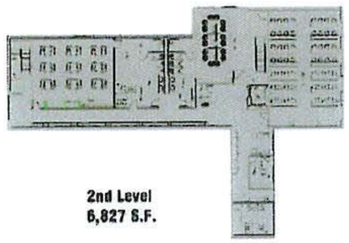
1. **N 01°53'54" W** for a distance of **1785.35 feet** to a TXDOT Type II concrete monument found, for an angle point hereof,

2. **N 03°09'00" W** for a distance of **190.74 feet** to the **POINT OF BEGINNING** and containing 35.800 acres of land in Williamson County, Texas. said tract being described in accordance with an exhibit prepared under Job No. 59010-19 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: April 2, 2024
JOB No.: 59010-19
DOC.ID.: H:\Survey\SURVEY19\19-59010\Word\Hutto Tracts\FN59010-19_35.800ac_PUD.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01

PUD Development Plan

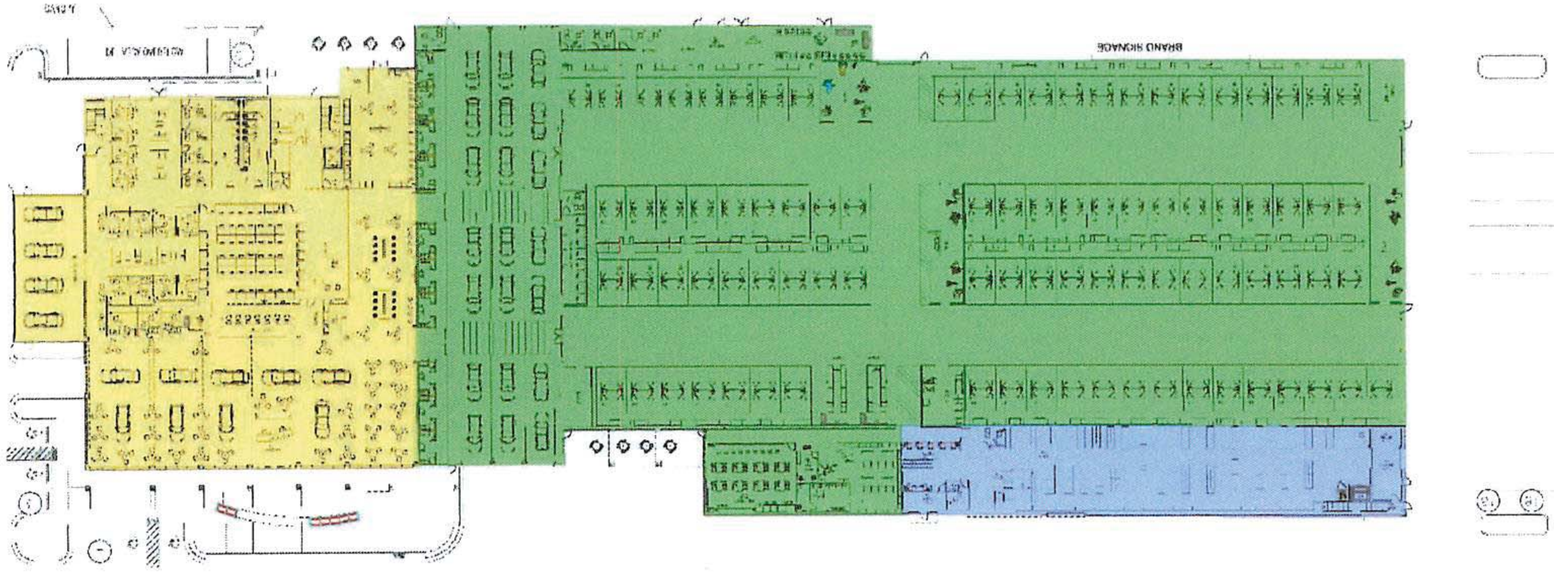




2nd Level
6,827 S.F.



PARTS MEZZ
5,670 S.F.



Building Stats

(87) lifts
(2) Alignments
(20) Service Writers +(1) CSI +(1) Mgr
(28) Sales Desks
(7) Sales Managers
(1) GM
(1) SALES GM
(16) F&I - including manager
(4) Car Delivery
(52) BDC
(27+) Service Drive
(9) Detail Bays
(1) Car Wash
(1) Photo Booth
(8) Service Call Center
(1) Service Call Center Mgr

Areas

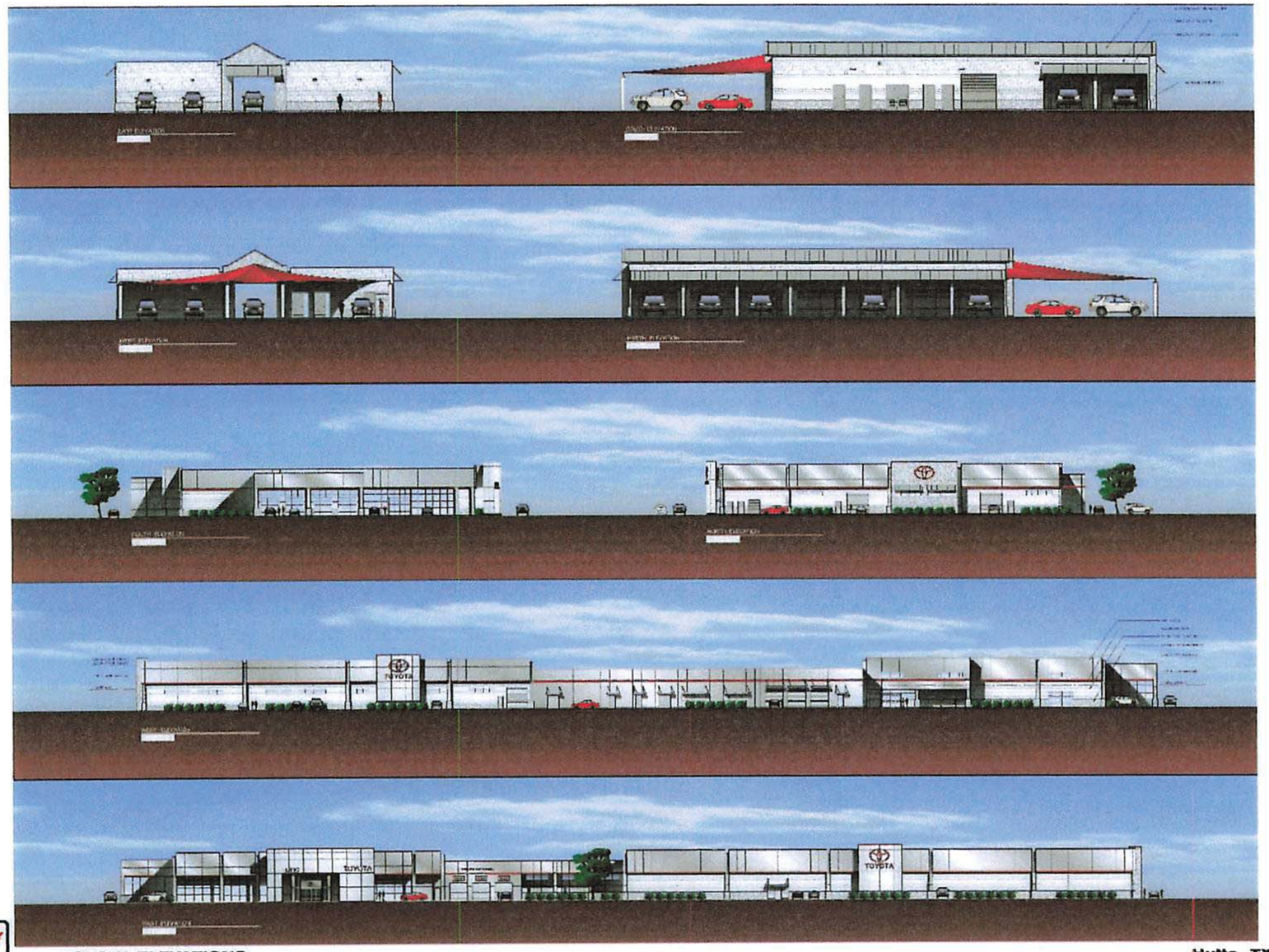
	SALES	23,142 S.F.
	PARTS	13,405 S.F. (Includes 2nd parts mezz)
	SERVICE	68,200 S.F.
	SUPPORT	6,827 S.F.
	Detail Bldg	8,175 S.F.
	Total	110,750 S.F.

PENSKE Automotive

TOYOTA

DRAWING SCALE: 1" = 30'-0"

Hutto, TX
2/10/2024 4:44 PM



PENSKE
Automotive

TOYOTA ELEVATIONS

DRAWING SCALE: 1/32" = 1'-0"

Hutto, TX

3/15/2024 10:21 AM

Toyota Dealership Sign Standards

Sign Branding Catalog



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Pattison Sign Group
Powering Your Brand

October 2021

MAIN FACILITY SIGN ELEMENTS

(*) Indicates Pattison Sign Group sign reference code.
(**) Indicates Alternative Dealer Name Height due to # of characters in Dealer Name.
All following signage must be scaled down to next available size.

TOYOTA DEALER NAME	SL60*	SL72*	SL90*
	5'-0"H x 7'-8 3/4"W	6'-0"H x 9'-3 5/16"W	7'-8"H x 11'-7 1/8"W
	1'-9"H x 10'-5 7/8"W	2'-1 3/16"H x 12'-7"W	2'-7 5/16"H x 15'-8 3/4"W
	PDNI-18/PDNN-18	PDNI-21/PDNN-21	PDNI-27/PDNN-27
	1'-6" (**1'-3")	1'-9" (**1'-6")	2'-3" (**1'-9")
SERVICE SERVICE RECEPTION	SI-12	SI-15	SI-21
	1'-0"H	1'-3"H	1'-9"H
	EM-24x99.1	EM-24x99.1	EM-24x99.1
	2'-0"H x 8'-3"W	2'-0"H x 8'-3"W	2'-0"H x 8'-3"W
	TOY-3NI	TOY-3NI	TOY-3NI
	2'-10"H x 4'-4 9/16"W	2'-10"H x 4'-4 9/16"W	2'-10"H x 4'-4 9/16"W

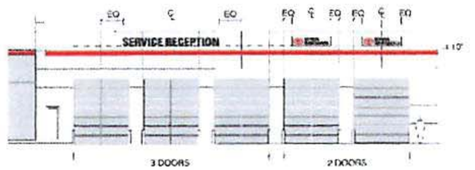
Service Bay Sign Placement - Signs bisecting each entrance

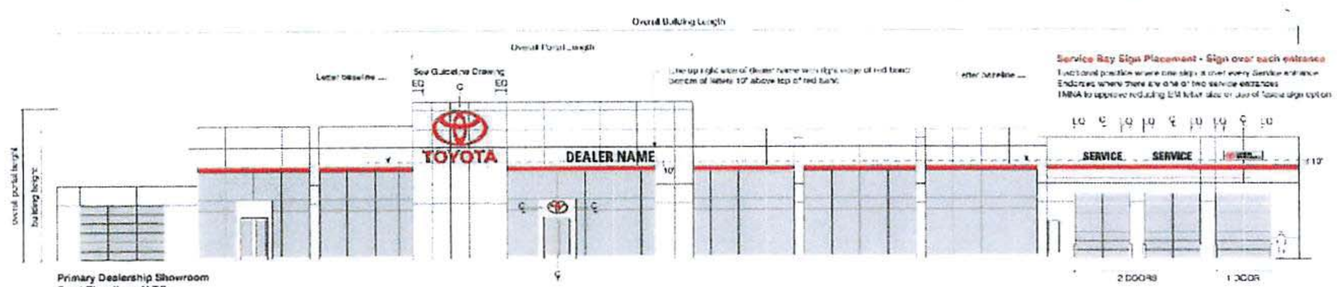
Sign practice where the service sign is placed over the pillar rather than the entrance. Endorsed when three or more service entrances are used. Provides less cutter.



Service Bay Sign Placement - Service Reception rather than Service

Sign practice where the Service Reception is centered over all bay entrances pertaining to Service. Endorsed when three or more service entrances are used. Provides less cutter.





Service Bay Sign Placement - Sign over each entrance

Traditional practice where one sign is over every Service entrance. Endorses where there are one or two service entrances. TMNA to approve reducing EM letter size or use of fascia sign option.

Primary Dealership Showroom
Front Elevation - N.T.S.

Toyota Image USA II Exterior Sign Branding

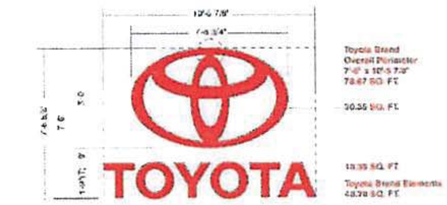
Primary Dealership Showroom

NOTE: This page introduces the new Toyota Image USA II Exterior Sign Standards.
All dimensions shall be verified to ensure that the final application conforms to the Image USA II specifications.
All signage proposed by PSG and or Dealer must be reviewed for approval by TMNA prior to application or implementation.

Notes:
1. ALL ATTRIBUTES, SPEC, DESIGN, PHAT, CONFORM TO CONTRACT ACCEPTED SPECIFICATIONS.
2. PRODUCT IS NOT TO BE SENDING THEIR SAMPLES BY ACTIVATION CODE IN ACCORDANCE WITH PRACTICES.
3. ALL FILLING OF FILLED CONTROL IS PERCEIVABLE, WHILE CHANGING IS TO FOLLOW THE FINAL FILL.
4. FABRICATION SIGNS SHALL BE CLEAR FROM BEGINNING RULE, TRUE, NOTICE THAT ARE ACCURATE TO REQUIRED SIGN AND FORM FROM DESCRIPTION AND TO FOLLOW THE FINAL FILL PERCEIVABLE, PERFECTLY NOT PERFORMANCE.
5. PRINTED PRODUCTS SHALL BE COLOR IN ACCORDANCE WITH CONFORMED ACCEPTED SPECIFICATIONS IN EXCELLENT COLOR AND QUALITY.

PROPERTY OF TOYOTA MOTOR NORTH AMERICA

DECIMAL TOLERANCES UNLESS SPECIFIED INCHES	PART NUMBER	PART DESCRIPTION			SUPPLIER	DATE
	NAME	MODEL CODE	VENDOR		DESIGNER	CHECK
	BASE CODE	DUNNAGE CODE 1	DUNNAGE CODE 2	DUNNAGE CODE 3	QPC	GROSS WEIGHT
ANGLE TOLERANCE UNLESS SPECIFIED						
	DIM UNITS	DRAWING FILE NAME			SOFTWARE	REVISION



Toyota Brand
Overall Perimeter
7'-6" x 10'-5 7/8"
78.67 SQ. FT.

50.35 SQ. FT.

18.35 SQ. FT.

Toyota Brand Elements
48.78 SQ. FT.

SL60
Illuminated Logo & Letters

- painted & embossed clamshell trim
- lexan polycarbonate: Bayer Axd 099
- aluminum coil coil painted red
- 3M 3635-218 black cut vinyl applied second surface
- illuminated with red LED
- electrical hook-up supplied by others

no de dew
black cut vinyl dots

4'-9 1/16"
4.78 SQ. FT.

SERVICE

11'-1 1/2"
11.54 SQ. FT.

SERVICE RECEPTION

SI-12
Illuminated Channel Letters

- aluminum colo red black
- Horn retainers black
- 3/16" white pigmented acrylic faces #2447
- 3M 3635-222 black perforated vinyl applied first surface
- illuminated with white LED
- electrical hook up supplied by others

SN-12
Non-Illuminated Molded Letters

- molded black acrylic letters
- beveled off white
- installation method pending approval

DEALER NAME

PDNN-18
Non-Illuminated Molded Letters
*** to be used when portal is illuminated**

- molded black acrylic letters - 1 1/2" profile
- beveled off white
- installation method pending approval

PDNI-18
Illuminated Channel Letters
*** to be used when portal is non-illuminated**

- aluminum coil coil black
- Horn retainers black
- 3/16" white pigmented acrylic faces #2447
- 3M 3635-222 black perforated vinyl applied first surface
- illuminated with white LED
- electrical hook up supplied by others

6'-2"
16.5 SQ. FT.

EXPRESS MAINTENANCE

EM-24x99.1
S/F Exterior Illuminated Fascia Sign

- painted & embossed (clamshell 1 1/4")
- 3/16" white 7328 polycarbonate (Bayer Bretfelle Makrolon 2M)
- 3/16" white ABS painted elsewhere sits
  trim clamshell 1 1/4"
- painted white (coatings) on second surface
- 3M 3630-73 Red vinyl applied 1st surface
- 3M 3635-222 black perforated vinyl applied 1st surface
- illuminated with white LED
- electrical hook-up supplied by others

4'-4 3/4"
9.77 SQ. FT.

TOY-3NI
Non-Illuminated Toyota Entrance Logo

- painted & embossed clamshell trim
- lexan polycarbonate: Bayer Tent Dike

Toyota Image USA II Exterior Sign Branding

SL60 (Stacked Logo) Branding Specifications

NOTE: This page introduces the new Toyota Image USA II Exterior Sign Standards.
All sign elements shall be verified to ensure that the final application conforms to the Image USA II specifications.
All signage proposed by PSC and a Dealer must be reviewed for approval by TMNA prior to application or implementation.

Notes:
1. ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE SPECIFIED.
2. [illegible]
3. [illegible]
4. [illegible]
5. [illegible]

PROPERTY OF TOYOTA MOTOR NORTH AMERICA

DECIMAL TOLERANCES UNLESS SPECIFIED INCHES	PART NUMBER	PART DESCRIPTION			SUPPLIER	DATE
	NAME	MODEL CODE	VENDOR		DESIGNER	CHECK
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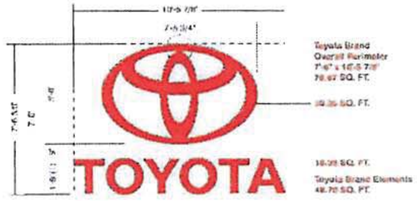


Toyota Brand
Overall Perimeter
78.67 SQ. FT.

39.36 SQ. FT.

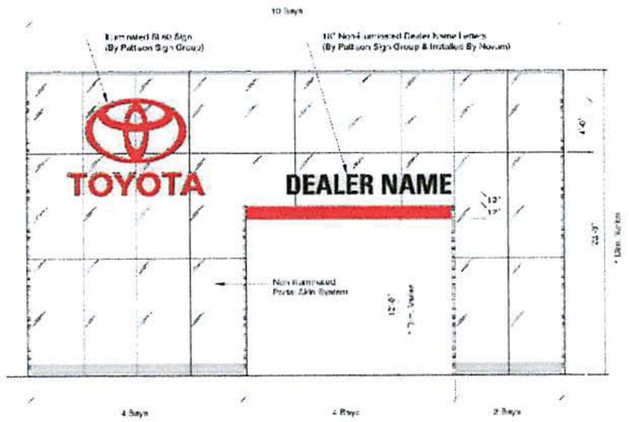
18.08 SQ. FT.

Toyota Brand Elements
48.70 SQ. FT.

SL60
Illuminated Logo & Letters

- routed & embossed channel rim
- resin polycarbonate, Bayer Red 099
- aluminum coil pre-painted red
- 1st surface matte black & vinyl applied second surface
- illuminated with red LED
- electrical hook up supplied by others

Inside view
3 inch cut vinyl area



T.P.O.

14' **DEALER NAME**

PDNN-18
Non-Illuminated Molded Letters

- molded black acrylic letters - 1 1/2" deep
- recessed 4" glass pedal 1/8"



Toyota Image USA II Exterior Sign Branding

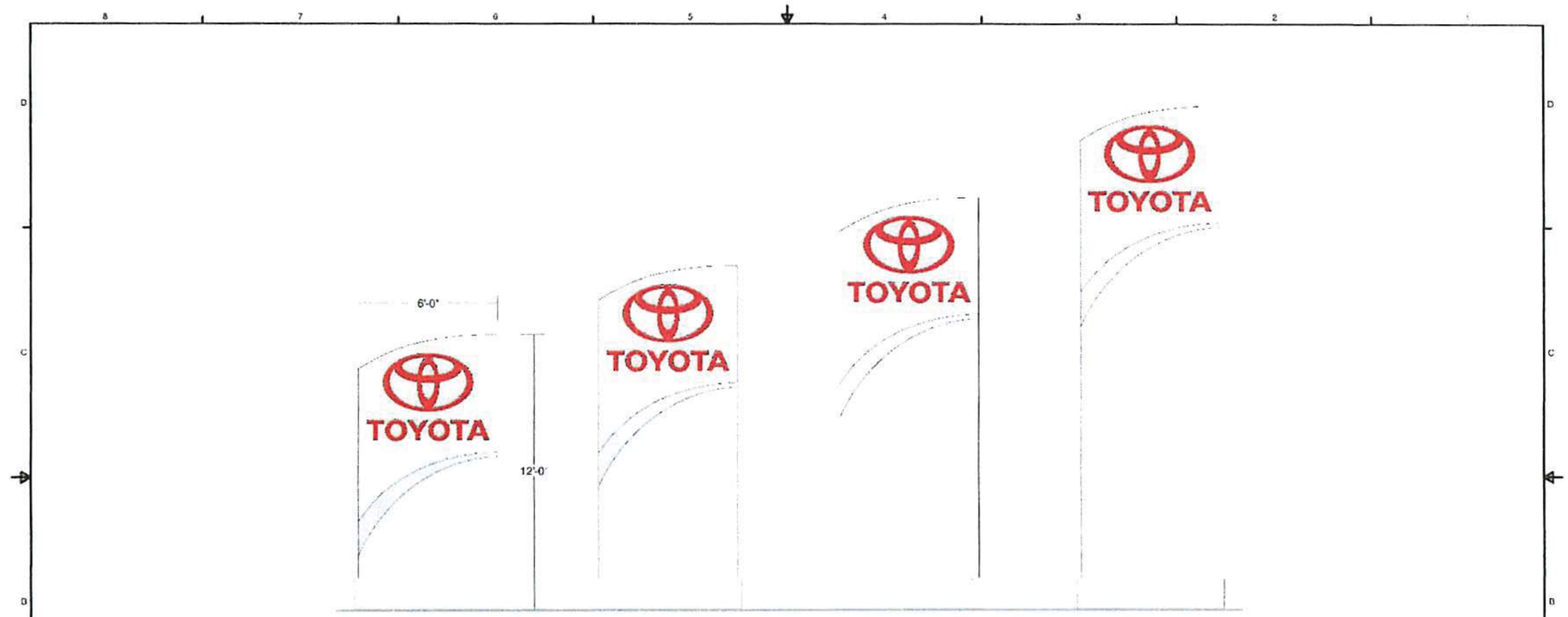
SL60 (4-4-2 Configuration)

NOTE: This page introduces the new Toyota Image USA II Exterior Sign Standards.
All dimensions shall be verified to ensure that the final application conforms to the Image USA II specifications.
All signage proposed by RSO and/or Dealer must be reviewed for approval by TMNA prior to application or implementation.

Notes:
1. ALL DIMENSIONS, SIZES, DESIGN, ETC. CONFORM TO CURRENT TOYOTA SIGN SPECIFICATIONS AND PRACTICES.
2. PRIOR TO BID, ALL DIMENSIONS TO BE VERIFIED BY SIGN CONTRACTOR. REPORT ANY DISCREPANCIES TO TOYOTA.
3. ALL SIGNS SHALL COMPLY WITH ALL APPLICABLE CODES, AND ORDINANCES, INCLUDING LOCAL CODES.
   CONTRACTOR SHALL OBTAIN ALL PERMITS AND PAY ALL FEES.
4. FABRICATION, WORKMANSHIP, AND INSTALLATION METHODS SHALL BE IN ACCORDANCE WITH ACCEPTED INDUSTRY STANDARDS AND PRACTICES. ALL SIGNS AND COMPONENTS SHALL BE ARCHITECTURALLY COMPATIBLE WITH THE BUILDING, AND SHALL BE ADJUSTED TO ENSURE PROPER FUNCTIONING AND PERFORMANCE. ALL EXPOSED METAL SHALL BE PROTECTED AGAINST CORROSION.
5. ELECTRICAL SIGNS SHALL BEAR THE LABEL OF A NATIONALLY RECOGNIZED TESTING LABORATORY AND SHALL COMPLY WITH ALL APPLICABLE CODES AND STANDARDS.

PROPERTY OF TOYOTA MOTOR NORTH AMERICA

DECIMAL TOLERANCES UNLESS SPECIFIED INCHES	PART NUMBER	PART DESCRIPTION			SUPPLIER	DATE
	NAME	MODEL CODE	VENDOR		DESIGNER	CHECK
	BASE CODE	DUNNAGE CODE 1	DUNNAGE CODE 2	DUNNAGE CODE 3	QPC	GROSS WEIGHT
ANGLE TOLERANCE UNLESS SPECIFIED		SHEET	OF	SHEETS		
	DIM UNITS	DRAWING FILE NAME			SOFTWARE	REVISION



Toyota Image USA II Ground Sign Branding

600 Series (Standard heights)

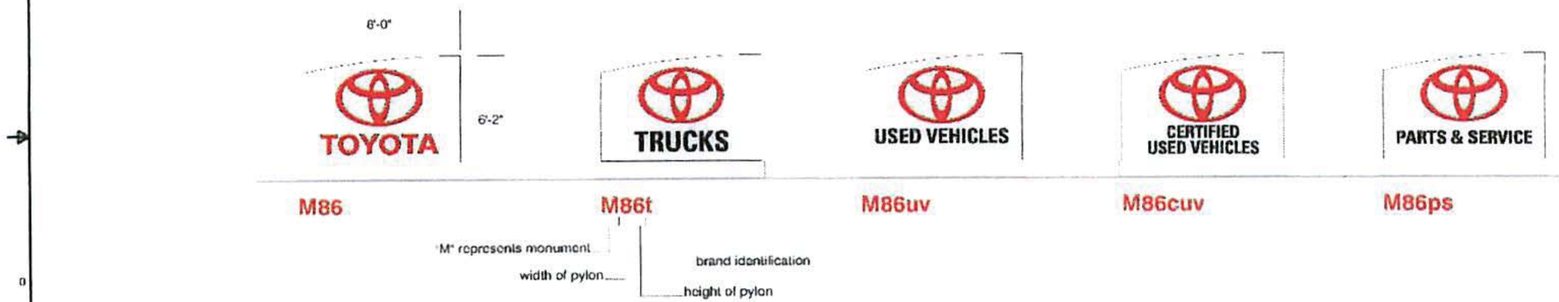
NOTE: This page introduces the new Toyota Image USA II Exterior Sign Standards.
All dimensions shall be verified by owner that the final application conforms to the Image USA II specifications.
All signage proposed by PSO and or Dealer must be reviewed for approval by TMNA prior to application or implementation.

* Brand Pylon with EMC (Eectronic Message Center) available upon request. Subject to TMNA approval.

Notes:

PROPERTY OF TOYOTA MOTOR NORTH AMERICA

DECIMAL TOLERANCES UNLESS SPECIFIED INCHES	PART NUMBER	PART DESCRIPTION			SUPPLIER	DATE
	NAME	MODEL CODE	VENDOR		DESIGNER	CHECK
	BASE CODE	DUNNAGE CODE 1	DUNNAGE CODE 2	DUNNAGE CODE 3	QPC	GROSS WEIGHT
ANGLE TOLERANCE UNLESS SPECIFIED						
	DEM UNITS	DRAWING FILE NAME			SOFTWARE	REVISION



Toyota Image USA II Ground Sign Branding

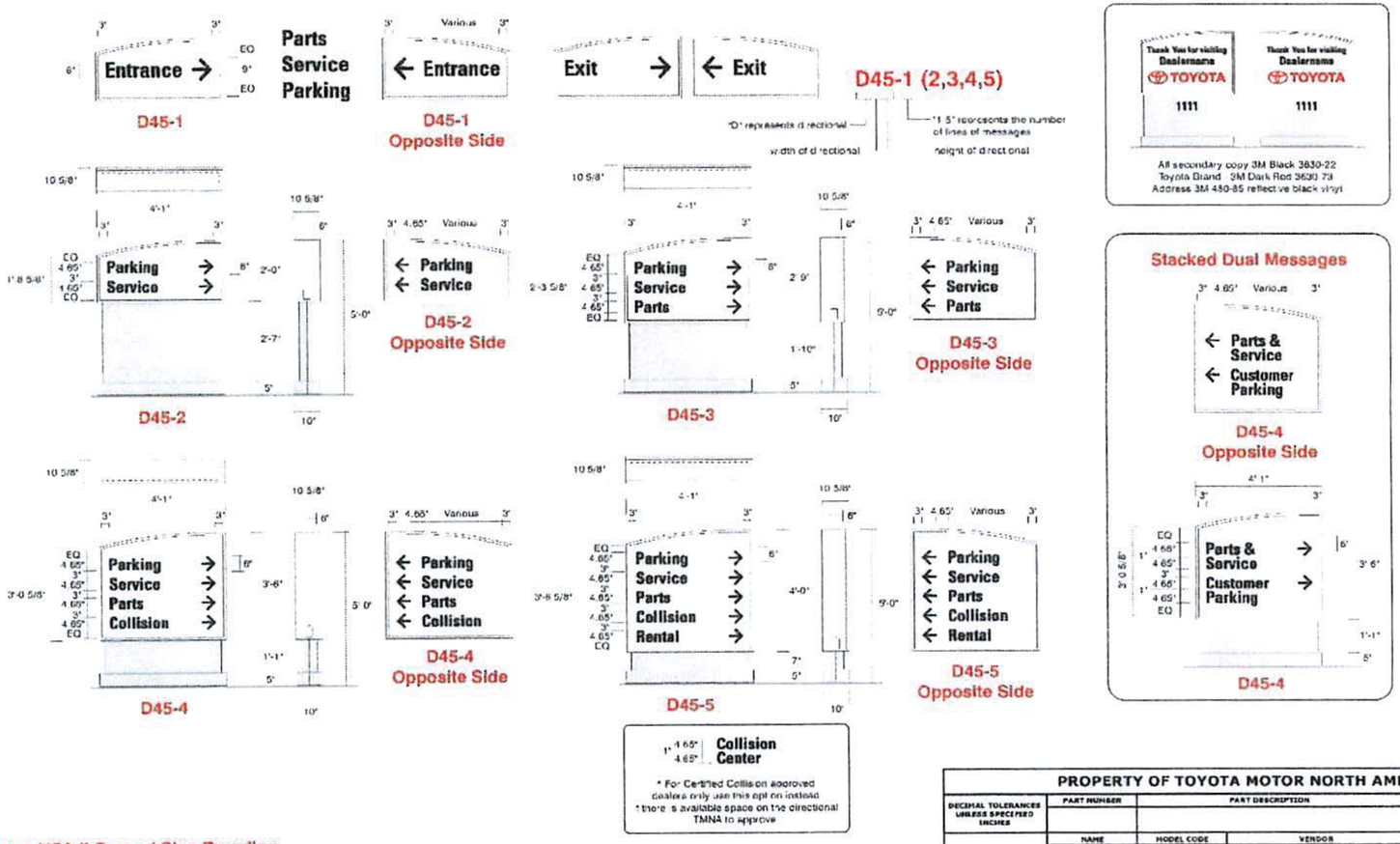
M86 Series Standard Monuments

NOTE: This page introduces the new Toyota Image USA II Exterior Sign Standards.
All dimensions shall be verified to ensure that they meet applicable conforms to the Image USA II specifications.
All signage proposed by P&D and a Dealer must be reviewed for approval by TMNA prior to application or implementation.

Notes:

PROPERTY OF TOYOTA MOTOR NORTH AMERICA

DECIMAL TOLERANCES UNLESS SPECIFIED INCHES	PART NUMBER	PART DESCRIPTION			SUPPLIER	DATE
	NAME	MODEL CODE	VENDOR		DESIGNER	CHECK
	BASE CODE	DUNNAGE CODE 1	DUNNAGE CODE 2	DUNNAGE CODE 3	QPC	GROSS WEIGHT
ANGLE TOLERANCE UNLESS SPECIFIED			SHEET OF SHEETS			
	DEN UNITS	DRAWING FILE NAME			SOFTWARE	REVISION



Toyota Image USA II Ground Sign Branding

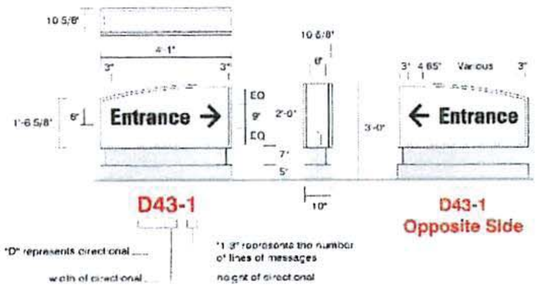
D45 Standard Directional Signs

NOTE: This page introduces the new Toyota Image USA II Exterior Sign Standards.
All structures shall be verified to ensure that the final application conforms to the Image USA II specifications.
All signage proposed by P&D and or Dealer must be released for approval by TMNA prior to application or implementation.

Notes:

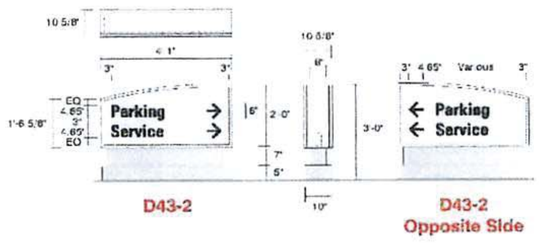
PROPERTY OF TOYOTA MOTOR NORTH AMERICA					
DECIMAL TOLERANCES UNLESS SPECIFIED INCHES	PART NUMBER	PART DESCRIPTION		SUPPLIER	DATE
	NAME	MODEL CODE	VENDOR	DESIGNER	CHECK
	BASE CODE	DUNNAGE CODE 1	DUNNAGE CODE 2 / DUNNAGE CODE 3	QPC	GROSS WEIGHT
ANGLE TOLERANCE UNLESS SPECIFIED					
	DIM UNITS	DRAWING FILE NAME		SOFTWARE	REVISION

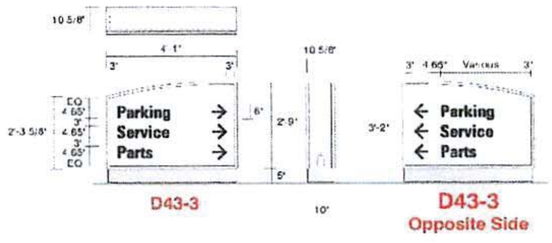
NOTE: This is not a standard directional sign.
To be used ONLY when height restrictions apply.





All copy 3M Black 3630-22
Toyota Brand - 3M Dark Red 3630-73





Toyota Image USA II Ground Sign Branding

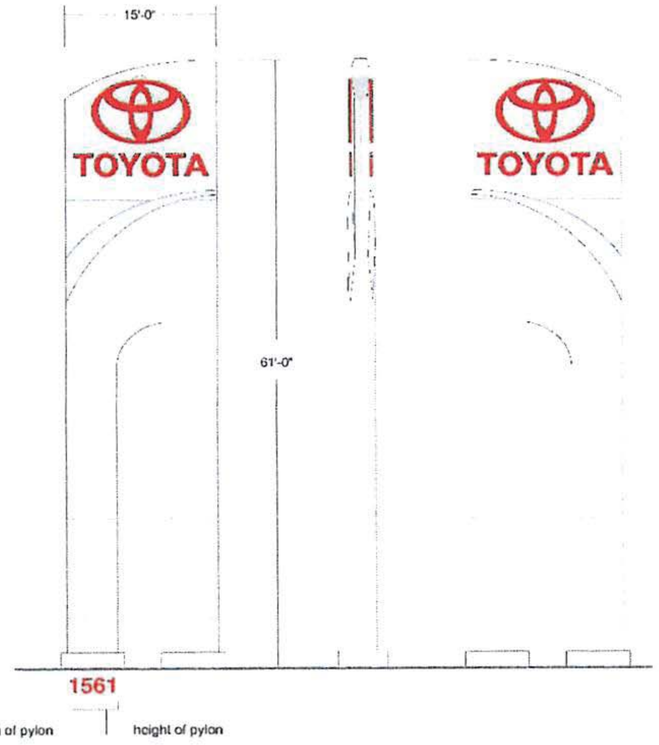
D43 Secondary Directional Signs (Non-standard. See notes)

NOTE: This page introduces the new Toyota Image USA II Exterior Sign Standards.
All directional shall be verified by sample that the final application conforms to the Image USA II specifications.
All signage proposed by PSO and or Dealer must be reviewed for approval by TMNA prior to application or implementation.

Notes:
1. ALL [illegible] SHALL COMPLY TO CURRENTLY ADOPTED SPECIFICATION.
2. PRODUCT MUST BE FABRICATED IN A MANNER THAT WILL NOT CAUSE INJURY TO PERSONS DURING NORMAL USE.
3. ALL SIGNS SHALL BE CONSTRUCTED IN ACCORDANCE WITH GOOD MANUFACTURING PRACTICES.
4. [illegible] SHALL BE CLEAN AND FREE FROM ANY DEFECTS.
5. [illegible] SHALL BE APPROVED BY TOYOTA PRIOR TO PRODUCTION.
6. [illegible] SHALL BE CLEAN AND FREE FROM ANY DEFECTS.
7. [illegible] SHALL BE CLEAN AND FREE FROM ANY DEFECTS.
8. [illegible] SHALL BE CLEAN AND FREE FROM ANY DEFECTS.
9. [illegible] SHALL BE CLEAN AND FREE FROM ANY DEFECTS.

PROPERTY OF TOYOTA MOTOR NORTH AMERICA

DECIMAL TOLERANCES UNLESS SPECIFIED INCHES	PART NUMBER	PART DESCRIPTION		SUPPLIER	DATE
	NAME	MODEL CODE	VENDOR	DESIGNER	CHECK
	BASE CODE	DUNNAGE CODE 1	DUNNAGE CODE 2 DUNNAGE CODE 3	QPC	GROSS WEIGHT
ANGLE TOLERANCE UNLESS SPECIFIED		SHEET 1 OF SHEET 10			
	BOM UNITS	DRAWING FILE NAME		SOFTWARE	REVISION



Toyota Image USA II Ground Sign Branding

1500 Series (Available in various heights 50'/ 55'/ 61'/ 65')

NOTE: This page introduces the new Toyota Image USA II Exterior Sign Standards.
All dimensions shall be verified to ensure that the final application conforms to the Image USA II specifications.
All signage proposed by PSC and/or Dealer must be reviewed for approval by TMNA prior to application or implementation.

Notes:
1. ALL SIGNATURE, SIZE, DESIGN, SCALE, CONFORM TO CONTRACT ACCEPTED SPECIFICATIONS.
2. PROPERTY OF TOYOTA MOTOR NORTH AMERICA THAT IS PROVIDED TO SUPPLIER AND SUPPLY PRACTICES.
3. ALL WELDS SHALL BE CONTINUOUS AND SHALL BE PROCESSED, WITH CLOSED GRAINS TO WELDING TYPE, NOT CLOSED BY ALL WELDS SHALL BE FOLLOWED BY MAKING.
4. FABRICATION WORK SHALL BE CLEAN, FLUSH, SMOOTH, SEAMLESS, TRUE, STRAIGHT AND ADVANCE TO REQUIRED SIZE AND FORM. FINAL PRODUCTION WILL BE FREE FROM PROTECTIVE COVERING BY ANY PERFORMANCE.
5. PROVIDED PRODUCTION WILL BE CLOSED IN ACCORDANCE WITH CONFORM TO REQUESTED SPECIFICATIONS FROM THE CLOSE AND QUALITY.

PROPERTY OF TOYOTA MOTOR NORTH AMERICA

DECIMAL TOLERANCES UNLESS SPECIFIED INCHES	PART NUMBER	PART DESCRIPTION			SUPPLIER	DATE
	NAME	MODEL CODE	VENDOR		DESIGNER	CHECK
	BASE CODE	DUNNAGE CODE 1	DUNNAGE CODE 2	DUNNAGE CODE 3	QPC	GROSS WEIGHT
ANGLE TOLERANCE UNLESS SPECIFIED		SHEET 1 OF SHEETS				
	DIM UNITS	DRAWING FILE NAME			SOFTWARE	REVISION

Pattison Sign Group
Powering Your Brand

USA Head Office

520 W Summit Hill Dr. SW
Suite #702
Knoxville, TN.
37902, USA

Canada Head Office

555 Ellesmere Rd.
Toronto, ON.
M1R4E8
Canada

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(866) 635-1110
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(855) 759-9560

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RESOLUTION NO. R-12-05-17-9B3

A RESOLUTION AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND JOHN S. AVERY, TRUSTEE, ET AL, FOR 38.54 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

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

that the Hutto City Council authorizes the City Manager of Hutto to execute a Development Agreement between the City of Hutto and John S. Avery, Trustee, et al, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

RESOLVED on this the **17th** day of the month **May, 2012.**

THE CITY OF HUTTO, TEXAS

Debbie Holland, Mayor

ATTEST:

Christine Martinez, City Secretary

AGR 2012058574
8 PGS

STATE OF TEXAS	§	**ANNEXATION DEVELOPMENT**
	§	**AGREEMENT WITH**
COUNTY OF WILLIAMSON	§	**JOHN S. AVERY, TRUSTEE, ET AL.**

This is an ANNEXATION DEVELOPMENT AGREEMENT by and between THE CITY OF HUTTO, TEXAS ("City") and JOHN S. AVERY, individually and as Trustee of the John S. Avery Exempt Trust, CHARLES N. AVERY, III, individually and as Trustee of the Charles N. Avery, III Exempt Trust, A. NELSON AVERY, individually and as Trustee of the A. Nelson Avery Exempt Trust, and LUCILLE CHRISTINA AVERY FELL, individually and as Trustee of the Lucille Christina Avery Fell Exempt Trust ("Owner", whether one or more).

WHEREAS, Owner is owner of that certain 38.54 acre tract of land more particularly described in Exhibit "A", attached hereto (the "Property"), and;

WHEREAS, the City intends to annex the property, and;

WHEREAS, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City and the Owner desire to enter into this Annexation Development Agreement (the "Agreement"); and

WHEREAS, the Owner and the City acknowledge that this agreement is binding upon the City and the Owner and their respective successors and assigns, and;

WHEREAS, this Development Agreement is to be recorded in the Official Records of Williamson County, Texas.

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and Owner hereby agree as follows:

A. PURPOSE

The purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits (or extraterritorial jurisdiction).

B. GENERAL TERMS AND CONDITIONS

1. Both parties agree that in consideration of the mutual promises stated herein, that the Property will not be annexed by the City of Hutto so long as (1) the Property continues to receive an agricultural exemption from the Williamson County Central Appraisal District (the "Ag Exemption"), except for existing single-family residential use, and (2) no action is taken by the Owner or his assigns to file a "final" subdivision plat or any related development document (the "Development Documents") regarding to some or

all of the Property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex the portions of the Property which are either affected by the removal of the Ag Exemption, or which are the subject of the Development Documents. It is expressly understood and agreed that the Owners may develop the Property in phases and that the City of Hutto will only annex those portions of the Property which are included within "final" subdivision plats.

2. As consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the Property for agricultural purposes, wildlife management or timber production.

3. The Owner agrees that the City's AG - Agricultural zoning requirements apply to the Property, and that the Property shall only be used for AG zoning uses until such time as the Property is annexed into the City of Hutto. Upon such annexation, the Property will be entitled to be zoned for land uses that are consistent with the official City of Hutto Comprehensive Plan in effect on the date hereof and such other uses as may be agreed upon by the City of Hutto and the Owners.

4. The Owner acknowledges that if Owner or any successor or assign violates any condition of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the direction of the Council. The Owner and any successors or assigns agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner, his successors or assigns.

5. Both parties agree that upon annexation of the Property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the Property conforming to the land use designation for the Property as shown on the most recent amendment of City's Comprehensive Plan.

C. MISCELLANEOUS PROVISIONS

1. Actions Performable. The City and the Owner agree that all actions to be performed under this Agreement are performable in Williamson County, Texas.

2. Governing Law. The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be

void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties. This Agreement runs with the land and shall bind the Property for a term of fifteen years, unless amended by the parties.

5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

City of Hutto
City Manager
401 West Front Street
Hutto, Texas 78634
Williamson County
Phone: (512) 759-4031

Owner
John S. Avery, Trustee et al.
400 East Main Street
Round Rock, Texas 78664
Williamson County
Phone: (512)255-5288

7. Force Majeure. Owner and the City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike or inclement weather.

8. Conveyance of Property. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.

9. Continuity. This Agreement shall run with the Property and be binding on all successors and grantees of Owner.

10. Survival after Termination. This Agreement shall survive termination to the extent necessary to allow the City to implement the provisions of Section 4, above.

11. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the County and Owner, respectively.

SIGNED as of this 23rd day of April, 2012.

CITY OF HUTTO, TEXAS

David Mitchell
Interim City Manager, City of Hutto, Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 23rd day of April, 2012, by David Mitchell, Interim City Manager, City of Hutto, Texas.

Seal

YVETTE K. BUELNA-GLOVER NOTARY PUBLIC STATE OF TEXAS EXPIRES 10-28-2013

Notary Public, State of Texas

John S. Avery, individually and as Trustee of the John S. Avery Exempt Trust

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 9 day of April, 2012, by John S. Avery, individually and as Trustee of the John S. Avery Exempt Trust.

Seal

TERRI WOODMANCY MY COMMISSION EXPIRES March 27, 2013

Notary Public, State of Texas

Charles N. Avery, III, individually and as Trustee of the Charles N. Avery, III Exempt Trust

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 9 day of April, 2012, by Charles N. Avery, III, individually and as Trustee of the Charles N. Avery, III Exempt Trust.

Seal

TERRI WOODMANCY
MY COMMISSION EXPIRES
March 27, 2013

Terri Woodmancy
Notary Public, State of Texas

A. Nelson Avery
A. Nelson Avery, individually and as Trustee of the A. Nelson Avery Exempt Trust

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 28 day of March, 2012, by A. Nelson Avery, individually and as Trustee of the A. Nelson Avery Exempt Trust.

Seal

VICKI M. BARBER
MY COMMISSION EXPIRES
April 7, 2012

Vicki M. Barber
Notary Public, State of Texas

_____
Lucille Christina Avery Fell, individually and as Trustee of the Lucille Christina Avery Fell Exempt Trust

THE STATE OF TEXAS }

COUNTY OF _____ }

This instrument was acknowledged before me on the _____ day of _____, 2012, by Lucille Christina Avery Fell, individually and as Trustee of the Lucille Christina Avery Fell Exempt Trust.

Seal

_____
Notary Public, State of Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the _____ day of _____, 2012, by Charles N. Avery, III, individually and as Trustee of the Charles N. Avery, III Exempt Trust.

Seal

_____
Notary Public, State of Texas

_____
A. Nelson Avery, individually and as Trustee of the A. Nelson Avery Exempt Trust

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the _____ day of _____, 2012, by A. Nelson Avery, individually and as Trustee of the A. Nelson Avery Exempt Trust.

Seal

_____
Notary Public, State of Texas

Lucille Christina Avery Fell
Lucille Christina Avery Fell, individually and as Trustee of the Lucille Christina Avery Fell Exempt Trust

THE STATE OF TEXAS }

COUNTY OF Bexar }

This instrument was acknowledged before me on the 2nd day of April, 2012, by Lucille Christina Avery Fell, individually and as Trustee of the Lucille Christina Avery Fell Exempt Trust.

Seal

NOTARY PUBLIC STATE OF TEXAS
KAYE WESTMORELAND
Notary Public
STATE OF TEXAS
My Comm. Exp. 06-13-2015

Kaye Westmoreland
Notary Public, State of Texas

EXHIBIT "A"

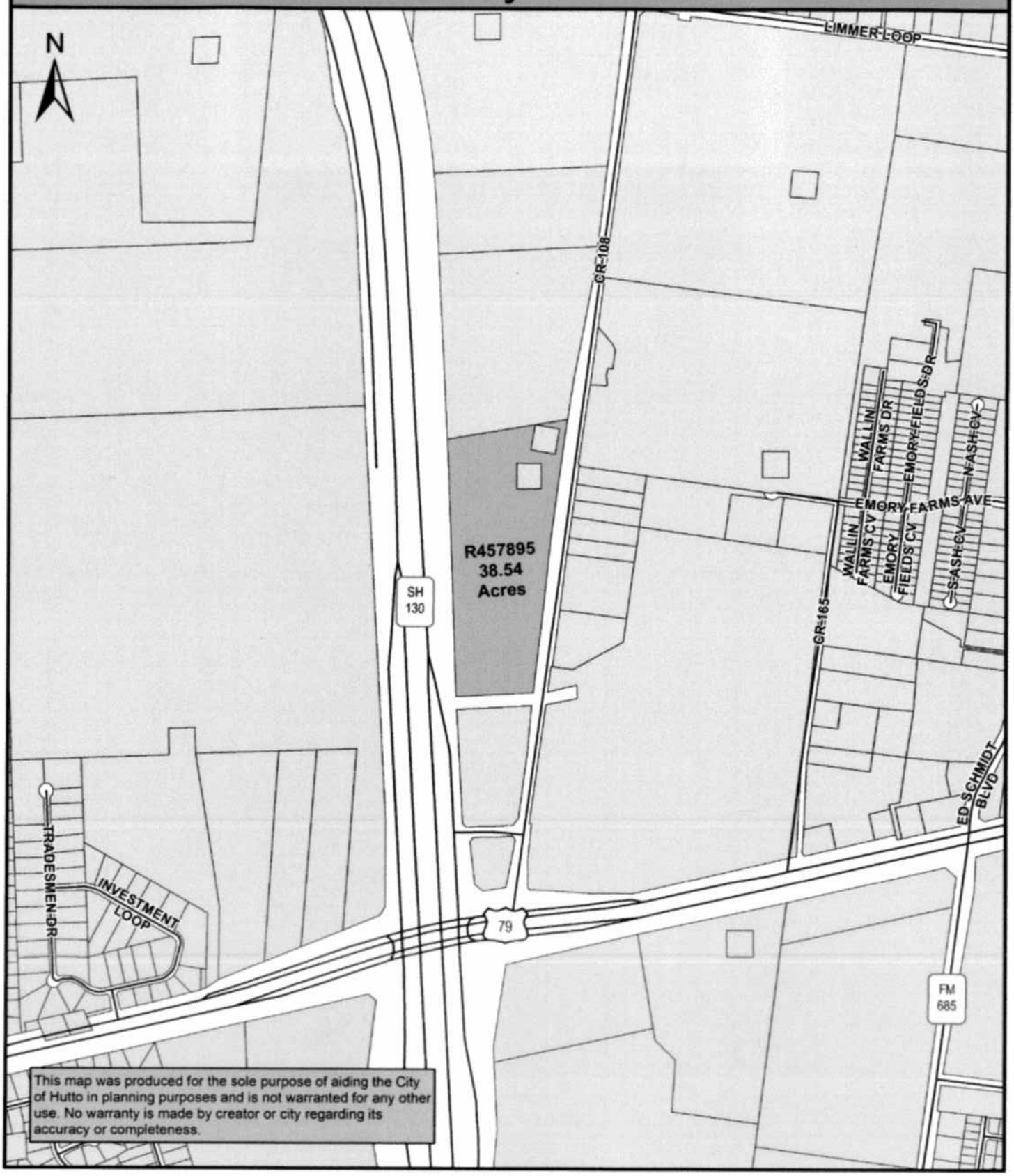
LEGAL DESCRIPTION:

AVERY 3C (R457895):

38.54 ACRES, MORE OR LESS, OF LAND, SITUATED IN THE ROBERT MCNUTT SURVEY, ABSTRACT NO. 422, IN WILLIAMSON COUNTY, TEXAS, SAID LAND BEING A PORTION OF THAT CERTAIN FIRST TRACT, CALLED 180.0 ACRES, AS CONVEYED TO ANDREW J. NELSON BY DEED AS RECORDED IN VOLUME 24, PAGE 419, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A PORTION OF THAT CERTAIN TRACT OF LAND, CALLED 218 1/10 ACRES, AS CONVEYED TO MRS. HEDWIG NELSON BY DEED AS RECORDED IN VOLUME 85, PAGE 566, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.

Avery 3 C

EXHIBIT "A"



Map Document: (K:\SITE LOCATION MAPS\2012 Site Location Maps\Annexation_Maps\Avery_3_C.mxd)
1/24/2012 -- 4:19:22 PM

City of Hutto GIS DIVISION

0 625 1,250 2,500 Feet

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2012058574

Nancy E. Rister

07/25/2012 11:37 AM
MARIA $44.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

City of Hutto
401 West Front Street
Hutto, TX 78634

PUD ZONING CHANGE APPLICATION

Must be accompanied by a Master Application

City of Hutto Development Services
500 W. Live Oak Street Hutto TX 78634
512-759-3479 Planning
512-846-2640 Permits & Inspections
512-759-4038 Engineering
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

PROJECT NAME: Penske Hutto

PROPERTY ADDRESS: 35.8 ac of Robert McNutt Survey, Abstract No. 422

Current Zoning District (s): MF and Unzoned Proposed Zoning District(s): PUD (LI) District

Current Use: Agricultural Grazing Proposed Use: Auto Dealership and Repair Shop

Total Acreage: 35.80 acres Total # of Lots: Not Platted Future Land Use Map Designation Corridor Commercial

Current zoning: North of property: SF - 1 South of property: Unzoned

East of property: SF and LI West of property: Unzoned

FEES ☐ All required fees may be provided by cash, credit card or check made payable to: City of Hutto

REQUIRED FOR PUD (PLANNED UNIT DEVELOPMENT) ZONING SUBMITTAL

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

- ☐ Complete Master application and PUD Zoning Change application.
- ☐ Pre-application meeting with Development Services staff and WCESD#3 (Fire District) staff. ***(Mandatory)***
- ☐ PUD Statement of Intent
- ☐ PUD Development Standards
- ☐ PUD Development Plan - Digital and one 24x36 Color copy of complete plan.
- ☐ Proof of ownership (copy of deed).
- ☐ Sketch of property by a registered professional land surveyor on (1) 8 ½" x 11".
- ☐ List of all property owners within 600-ft of subject property boundary and mailing labels. Data to be obtained from the WCAD website. List and labels shall be of the property owner's 'mailing' address not the 'property' address.
- ☐ All submittal documents provided in digital format. On a CD (disk), electronic storage device, or emailed link to files.
- ☐ On-site public hearing notification sign(s) required. See Ordinance No. O-19-12-19-9A.

PROCESSING

- ☐ Application intake, staff review and determination that it is complete, meeting scheduling, public notification (mailed/published/website notification).
- ☐ Notification required 16 days prior to scheduled meeting date (published/mailed).
- ☐ All final documents related to commission(s) action are required 10 days prior to scheduled meeting date.
- ☐ All final documents related to city council action are required 10 days prior to scheduled meeting date.

FOR DEPARTMENT USE ONLY:

Submittal date	Date accepted for review	Payment type	Fees paid	HPC Mtg. date	PZ Mtg. date	CC Mtg. date

MASTER APPLICATION

Must accompany all application types
Unless otherwise indicated

City of Hutto Development Services
500 W. Live Oak Street Hutto TX 78634
512-759-3479 Planning
512-846-2640 Permits & Inspections
512-759-4038 Engineering
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

PROJECT NAME: Penske Hutto APPLICATION TYPE: Zoning

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

Name: Jeff Anderson

Company Name: PAG West, LLC, a Delaware limited liability company

Address: 7015 E. Chauncey Lane, Phoenix, Arizona 85054

Phone: 480-538-6811 Email: janderson@penskeautomotive.com

PROPERTY INFORMATION

Address: See PUD Exhibit attached

Legal Description: Lot(s) _____ Block _____ Subdivision _____

Deed Reference: Volume _____ Page(s) _____ or Document No. 2024001188

City Limits or ETJ: ** See below Current Zoning District: Multi-Family, Unzoned

PROPERTY OWNER INFORMATION

Name: See Exhibit B attached

Company Name: _____

Address: 2803 Pecos Street, Austin, Texas 78703

Phone: 512-751-0505 Email: johnsavery@msn.com

PROPERTY OWNER CONSENT/AGENT AUTHORIZATION

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

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

Property Owner Signature — John Avery Jr — Property Owner Printed Name — 4/3/24 — Date

THE STATE OF TEXAS

COUNTY OF Williamson

Before me, the undersigned authority, on this day personally appeared John Avery Jr, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 3 day of April, 2024 A.D.

Melissa Romero
Notary Public Signature

Melissa Romero
Notary Public Printed Name

MELISSA ARMSTRONG ROMERO
NOTARY PUBLIC
ID# 133825182
State of Texas
Comm. Exp. 06-22-2026

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

**A portion of the property is in the city limits and a portion is in the ETJ.

Revised 2022

DocuSign Envelope ID: 8553A61B-EDDC-43A5-A527-41A916E92F0E

EXHIBIT A

Property Description

PAPE-DAWSON ENGINEERS

FIELD NOTES

FOR TRACT 6

A 35.800 ACRE TRACT OF LAND SITUATED IN THE ROBERT M^CNUTT SURVEY, ABSTRACT NO. 422, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 390.68 ACRE TRACT OF LAND IN TRUSTEE DISTRIBUTION DEED TO CHARLES N. AVERY, III ET AL, RECORDED IN DOCUMENT NO. 2002071339 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 35.800 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at a TXDOT Type II concrete monument found on a point in the east right-of-way line of Texas 130 Tollway North, said point being the southwest corner of a called 41.70 acre tract of land in deed to Texas State Technical College, recorded in Document No. 2011062767 of said Official Public Records, same being the northwest corner of a Remnant Portion of said 390.68-acre tract, for the northwest corner and **POINT OF BEGINNING** hereof;

THENCE departing the east right-of-way line of said Texas 130 Tollway North, with the south boundary line of said 41.70-acre tract, same being the north boundary line of said Remnant Portion, **N 83°30'50" E** for a distance of **957.61 feet** to an iron rod with cap stamped "SAM" found on a point in the west right-of-way line of said Innovation Boulevard, said point being the southeast corner of said 41.70-acre tract, same being the northeast corner of said Remnant Portion, for the northeast corner hereof;

THENCE with the west right-of-way of said Innovation Boulevard, same being the east boundary line of said Remnant Portion, the following two (2) courses and distances:

1. **S 07°25'17" W** for a distance of **199.28 feet** to an iron rod with cap stamped "SAM" found, for an angle point hereof, and

2. **S 07°36'20" W** for a distance of **1868.31 feet** to an iron rod with cap stamped "SAM" found at a point on the intersection of the west right-of-way line of said Innovation Boulevard with the north right-of-way line of an unnamed street, said point being the southeast corner of said Remnant Portion, for the southeast corner hereof;

THENCE departing the west right-of-way line of said Innovation Boulevard with the north right-of-way line of said unnamed street, same being the south boundary line of said Remnant Portion, **S 86°51'00" W** for a distance of **609.76 feet** to a TXDOT Type II concrete monument found at a point on the intersection of the north right-of-way line of said unnamed street with the east right-of-way line of said Texas130 Tollway North, said point being the southwest corner of said Remnant Portion, for the southwest corner hereof;

DocuSign Envelope ID: 8553A61B-EDDC-43A5-A527-41A916E92F0E

THENCE with the east right-of-way line of said Texas 130 Tollway North, same being the west boundary line of said Remnant Portion, the following two (2) courses and distances:

1. **N 01°53'54" W** for a distance of **1785.35 feet** to a TXDOT Type II concrete monument found, for an angle point hereof,

2. **N 03°09'00" W** for a distance of **190.74 feet** to the **POINT OF BEGINNING** and containing 35.800 acres of land in Williamson County, Texas. said tract being described in accordance with an exhibit prepared under Job No. 59010-19 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: August 28, 2020
JOB No.: 59010-19
DOC.ID.: H:\Survey\SURVEY19\19-59010\Word\Hutto Tracts\FN59010-19_Tract 6_35.800ac.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01



PAPE-DAWSON ENGINEERS

DocuSign Envelope ID: 8553A61B-EDDC-43A5-A527-41A916E92F0E

March 28, 2024

City of Hutto
Planning Department
500 W Live Oak Street
Hutto, TX 78634

Dear Ladies and Gentlemen:

This letter serves as authorization by the undersigned property owners (collectively, the "Property Owner") of approximately 35 acres situated in the Robert McNutt Survey, Abstract No. 422, Williamson County, Texas, and being more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the "Property"), for John S. Avery, Jr. to act as the special agent for the Property Owner in connection with executing any and all applications related to annexation, zoning, platting, site development, utility, and any other approvals for the Property submitted to the City of Hutto on behalf of the Property Owner.

[SIGNATURE PAGES TO FOLLOW]

DocuSign Envelope ID: 8553A61B-EDDC-43A5-A527-41A916E92F0E

SIGNATURE PAGES TO AUTHORIZATION LETTER

OWNER:

DocuSigned by:

ABF95AE5B3D741C...

A. Nelson Avery, Trustee of the A. Nelson Avery Exempt Trust and as Trustee of the MHA 2022 Gift Trust

Date: 4/3/2024

OWNER:

DocuSigned by:
Lucille Christina Avery Fell
FED514BA90264DE...

Lucille Christina Avery Fell, Trustee of the BDF 2023 Gift Trust, as Trustee of the CWF 2023 Gift Trust, and as Trustee of the Lucille Christina Avery Fell Exempt Trust

Date: 4/2/2024

OWNER:

DocuSigned by:
2F273A21CC8C4A2...

Marta C. Avery, Trustee of the Marta C. Avery Exempt Trust, a sub-trust of the Charles N. Avery III Exempt Trust under the LSA Trust Agreement effective December 24, 1992

Date: 4/2/2024

OWNER:

DocuSigned by:
Beth H. Avery
ACCFEF6128QD4AB...

Beth H. Avery, Trustee of the Charles and Beth Avery Marital Trust under the Last Will and Testament of Charles N. Avery, III, Deceased, as duly admitted to probate in Cause No. 18-0822-CP4

Date: 4/2/2024

OWNER:

DocuSigned by:
John S. Avery
61AC4A59A3774 1A...

John S. Avery, Trustee of the
John S. Avery Exempt Trust, as Co-Trustee of
The Parker Alan Dees 2023 Investment Trust,
and as Co-Trustee of the Hudson Avery Dees
2023 Investment Trust

Date: 4/2/2024

OWNER:

DocuSigned by:
John Avery, Jr.
F16075DF20414A5...

John S. Avery, Jr., Trustee of the Jana A. Buis 2020 Investment Trust, as Co-Trustee of the Parker Alan Dees 2023 Investment Trust, as Co-Trustee of the Hudson Avery Dees 2023 Investment Trust, and as Trustee of the John S. Avery, Jr. 2020 Investment Trust

Date: 4/2/2024

AGENDA ITEM REPORT
9.4.

To:	City Council
Subject:	Conduct a public hearing and consider possible action on Ordinance No. O-2024-039 for the proposed Stromberg Planned Unit Development, 372.121 acres, more or less, of land, from Agricultural/Single-Family - Rural (SF-R) District to Planned Unit Development, located south of CR 132 (Ashley Bailey)
Meeting:	Thursday, July 11, 2024
Department:	Development Services /
Staff Contact:	Ashley Bailey

BACKGROUND INFORMATION:

This property is currently in the city limits and zoned agriculture/single-family - rural after being annexed in 2019. This property is directly south of the City's 'MegaSite' Industrial Business Park, which is in various stages of development. The initial zoning is established through a zoning map amendment (rezoning), which is processed at the same time as the annexation. Initial zoning must conform to the comprehensive plan, and, at the time of annexation, the existing zoning was in conformance with the Comprehensive Plan. It is important to note this project has an approved Future Land Use Map amendment (attached) that was approved prior to the Hutto SOAR 2040 plan adoption and 'Complete Neighborhood' classification.

SUMMARY OF REQUEST:

The applicant wishes to rezone the property to a Planned Unit Development (PUD) allowing for single-family, multi-family, and non-residential to allow for future development via two different development scenarios allowed within the proposed PUD. Zoning map amendment requests must be consistent with the comprehensive plan and any community, neighborhood and other applicable land use and development plans. The two proposed development scenarios allow for the developer to have flexibility due to the current market conditions and both are either in conformance with the approved FLUM amendment approved in 2021 or in substantial conformance with the Hutto SOAR 2040 Future Land Use Map 'Complete Neighborhood' classification. This property is directly south of the City's 'MegaSite' Industrial Business Park, which is in various stages of development. The development scenario will be chosen with the traffic impact analysis, drainage study, and preliminary plat submission.

The development will utilize a majority of the existing UDC standards currently adopted. However, the PUD will go above the UDC minimum standards and provide for native and adaptive/ xeric-plantings to conserve water within the development, wider sidewalks along major arterials and within 100ft of commercial uses (or a potential school site in scenario one), an internal trail system connecting land uses within the development to sidewalks and different land uses, and signalized pedestrian crossings across major collectors and arterials for safer pedestrian crossing within the

development. The development also proposes minimum driveways lengths to ensure driveways accommodate parking without obstructing pedestrian connection.

The first development scenario proposes a 90/10 split between residential and non-residential/commercial development. The PUD allows for a 10% administrative density change within those two districts, but would not allow for the 10% commercial property to be removed from the development proposal. The residential development includes a mix of single-family detached (65%), townhomes (25%), and multi-family (10%) with commercial uses fitting into the neighborhood and general commercial districts. Scenario one could accommodate a school site if needed and as referenced within the PUD, although a site and agreement with the ISD would not occur until the development scenario is finalized.

The second development scenario proposes a 50/50 mix of residential and nonresidential uses within the tract, with the addition of light-industrial at the northern end of the tract as a potential transition from the MegaSite with commercial and residential uses and attainable housing options as contemplated with the Hutto SOAR 2040 plans. Although the SOAR 2040 plan shows the entire tract as 'Complete Neighborhood', the employment designation is east of this project along the same area as proposed within Scenario 2. This would be a minor modification of the Future Land Use Map (FLUM), but with the shift in the area in the last two years, the request is supported by staff and the FLUM would be updated to reflect the change should Scenario 2 be developed. The future Carl Stern Blvd right-of-way serves as the east/west delineation and for higher density residential along the south side of the right-of-way, allowing for higher density residential to buffer the lower density residential from the higher intensity uses. Data centers are proposed as an allowed by-right use in the PUD with additional setbacks and buffering from residential uses. The buffer exhibit within the PUD illustrates the minimum distance between residential and a potential data center use, which is over 120ft of right-of-way plus additional landscape and building setbacks, mimicking the setbacks currently required in the UDC. In addition, any substations required for a data center use will provide a solid, masonry fence at a height to conceal the substation and no shorter than 6ft in height.

The scenarios closely follow the Unified Development Code development requirements as adopted, with only a few deviations, as follows:

Zoning	Description	UDC Citation	UDC Standard	PUD Replacement Standard
SF-1	Village	10.403.3	Alley loaded not permitted	Alley loaded permitted
		10.406.3.3.1	A front-loading garage may occupy no more than 50% of the house linear frontage, and may protrude no more than 6	Front-loading garage doors may comprise no more than 55% of the house linear frontage, and may

			ft. from the longest front wall.	protrude no more than 6 ft. from the longest front wall
SF-2	Two to Four Household	10.403.3	Lot Area (min.) = 4,500 s.f.	Lot Area (min.) = 3,120 s.f.
			Lot width at building line (min.) = 45 ft.	Lot width at building line (min.) = 26 ft
		10.406.3.3.1	A front-loading garage may occupy no more than 50% of the house linear frontage, and may protrude no more than 6 ft. from the longest front wall.	Front-loading garage doors may comprise no more than 55% of the house linear frontage, and may protrude no more than 6 ft. from the longest front wall . Garages for 26 ft lot widths will be single car garages.
MF	Multiple Household	10.403.4.2	Spacing between bldgs. (min.) = 20 ft.	Spacing between bldgs. (min.) = 10 ft.
			Bldg. height (max.) = 35 ft.; 45 ft. along freeways, arterials, major non-residential collectors	Bldg. height (max.) = 50 ft. / 4 stories
		10.303.5	Max. Density = 14-20 dwelling units per acre	Max. Density = 30 dwelling units per gross acre

The deviations, as submitted, would allow for a slightly more dense project that what is currently allowed by code. The five-foot increase in multi-family height along a future major collector, in staff's estimation, partially allows for the additional density requested. The additional density over the gross acreage of the approximate 370 acre development can be supported with the proposal including two larger drainage areas, as depicted on the concept plan, as well as the connectivity proposed within the development.

STAFF REVIEW:

32 property owners within 600’ were notified of the request. received one response in favor and one response in opposition at the time of the published packet, both attached.

The PUD request meets the PUD criteria as outlined below:

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

improved design.
The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value.
The PUD will give benefits through providing open space, parks, conservation of environmental features, aesthetic features and harmonious design, and/or energy efficient site design.
The benefits of preserving land for open space, parks or other public amenities outweigh the potential impact from more intense or dense development on the site.
The PUD controls external effects on nearby land uses such as movement and congestion of traffic; lighting; trash accumulation and litter; noise, air and water pollution; and other factors affecting public health, welfare, safety and convenience.
The PUD will be served by adequate facilities including streets, fire protection, water and sanitation.
The PUD does not have a significantly greater burden on the city's existing infrastructure, public improvements and services than development at a density permitted under the current zoning or suggested under community, neighborhood and other applicable land use and development plans, or that arrangements are made to mitigate impacts.
PUD architectural design, landscaping, hardscaping and signage parameters must give evidence of compatibility with adjacent development, internal consistency of design, and conformance to city design standards.

Staff finds that the proposed PUD meets the intent of all provisions for PUD Review Criteria as listed in Section 10.203.10.3 of the UDC. Planning and Zoning Commission voted 5-2 on the proposal, citing concerns over not fully complying with the FLUM currently, four-story multi-family building heights, and traffic concerns. Staff presented the following conditions to the Commission with the item and requests these conditions be a part of the recommendation:
1. "Will" shall be replaced with "shall" throughout the document when referencing a development standard.
2. A Traffic Impact Analysis and Drainage Study shall be submitted and approved prior to Preliminary Plat submittal.

FISCAL NOTES:

No fiscal impacts with this application.

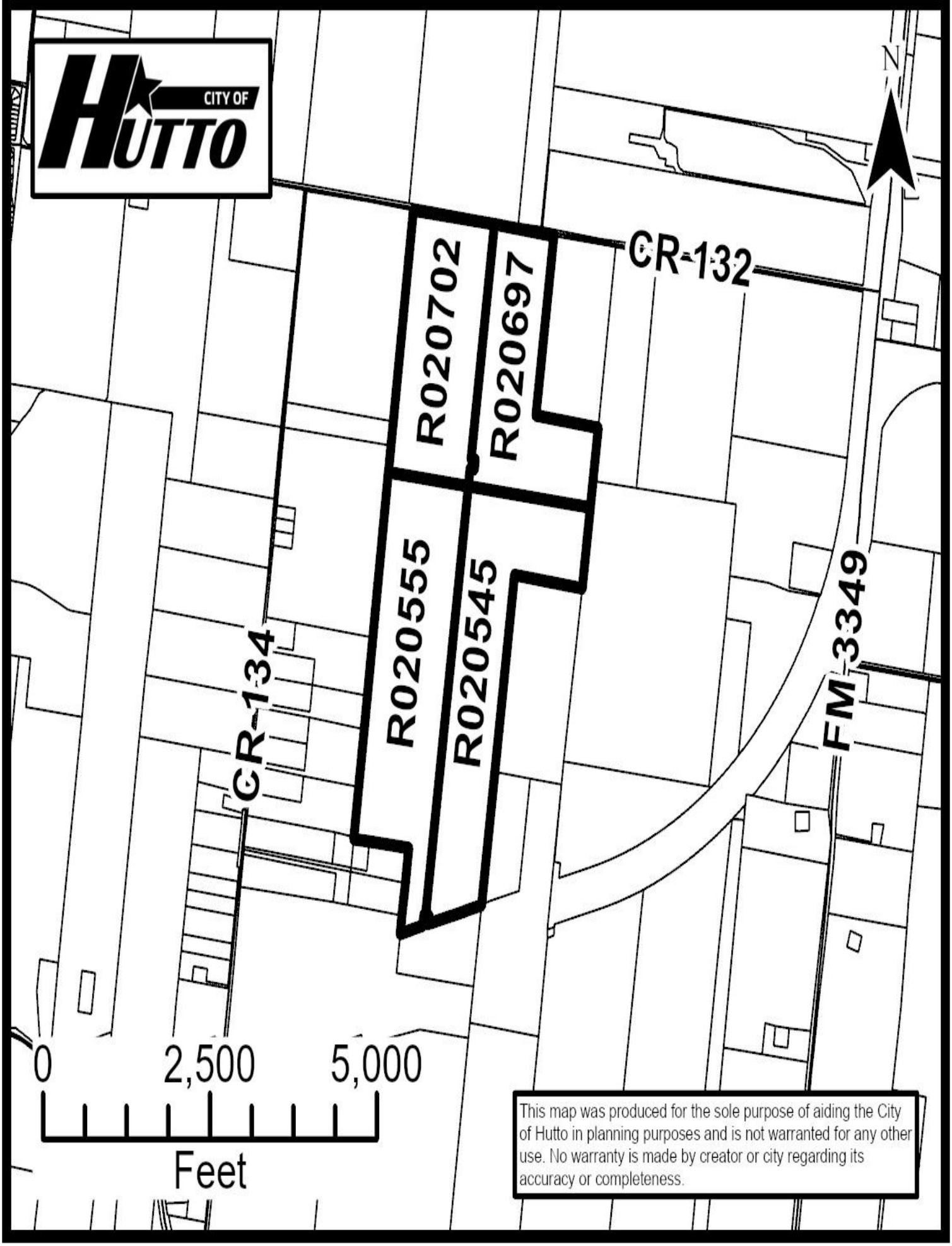
ATTACHMENTS:

1. Stromberg_PUD_Map
2. Stromberg PUD Document_REV 2024-06-04
3. FLUM Stromberg Development Concept
4. Complete Neighborhoods Snapshot
5. Wright Stromberg PUD Support
6. Stromberg Oppose
7. Stromberg FLUM

AGENDA ITEM REPORT
9.4.

8. Application

Stromberg PUD



The Stromberg PUD

City of Hutto, Texas
Planned Unit Development

Attachment D
PUD Development Standards

June 4, 2024

Developer:
WMV Hutto 390 DE, LLC
3310 N. Capital of Texas Highway, Suite 202
Austin, TX 78746

Prepared by:
Gray Engineering
8834 N Capital of Texas Hwy #140
Austin, TX 78759

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A. GENERAL PROVISIONS

1. Title

This ordinance is known as The Stromberg Planned Unit Development Ordinance and may be cited as “The Stromberg PUD” or “Stromberg PUD”.

2. Applicability of City Ordinances

The Property shall be regulated for purposes of zoning and subdivision by this PUD Plan. Any aspects not specifically mentioned or altered by this Plan shall be regulated by the Unified Development Code of the City of Hutto, Texas (the “UDC”) in effect on the date of adoption of this ordinance.

3. 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.

4. 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 the mixture of alley-loaded and front-loaded product, roadway alignments, and changes in the density shown on the Concept Plan that do not increase the cumulative density of development on the Land by more than ten percent (10%), calculated by gross site area 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.

5. 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.

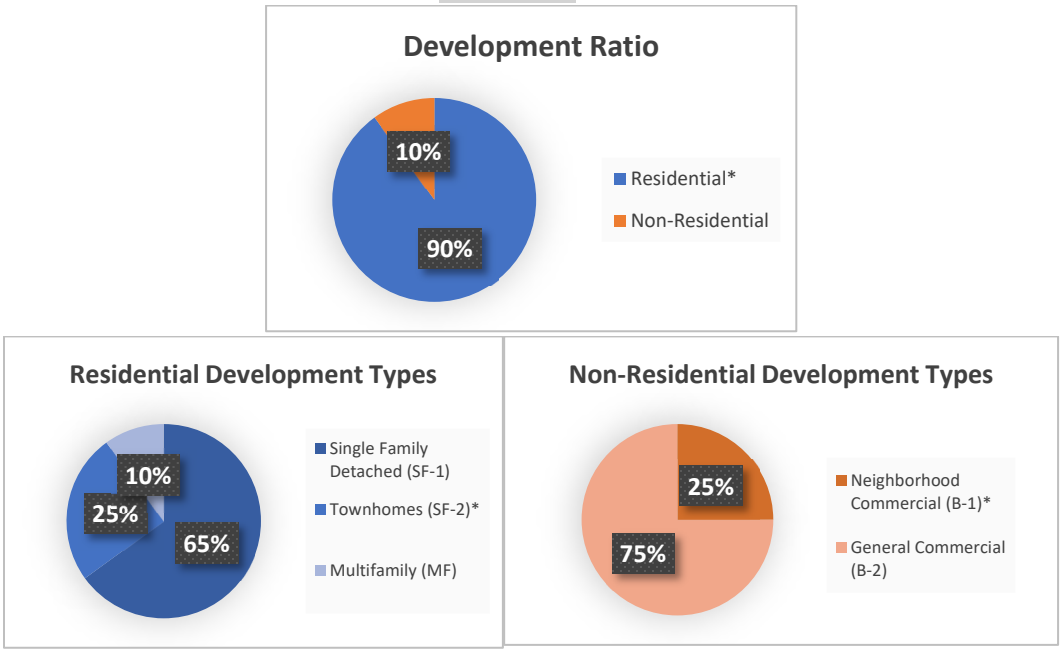
- "PUD Plan" or "Plan" – The Stromberg Planned Unit Development document.
- "Concept Plan" – The Stromberg Concept Plan or Development Plan as required in the City of Hutto's PUD Zoning Change Application.

B. DEVELOPMENT PLAN AND LAND USES

1. Development Scenarios

For the purpose of addressing any development regulation or conditions not modified within this PUD, the City of Hutto UDC base zoning districts shall be utilized for development requirements, as indicated in the scenarios presented in Exhibit B: The Stromberg Concept Plan. Exhibit B is conceptual in nature and is intended to convey the general vision for the development. Exhibit B demonstrates two different scenarios of Residential versus Non-Residential development. The purpose of the PUD is to seek flexible development and building standards that will accommodate a layout that allows for market-based outcomes. The Development Services Director may administratively approve modifications to this plan, as long as the general design intent and principles remain consistent with the language of this PUD.

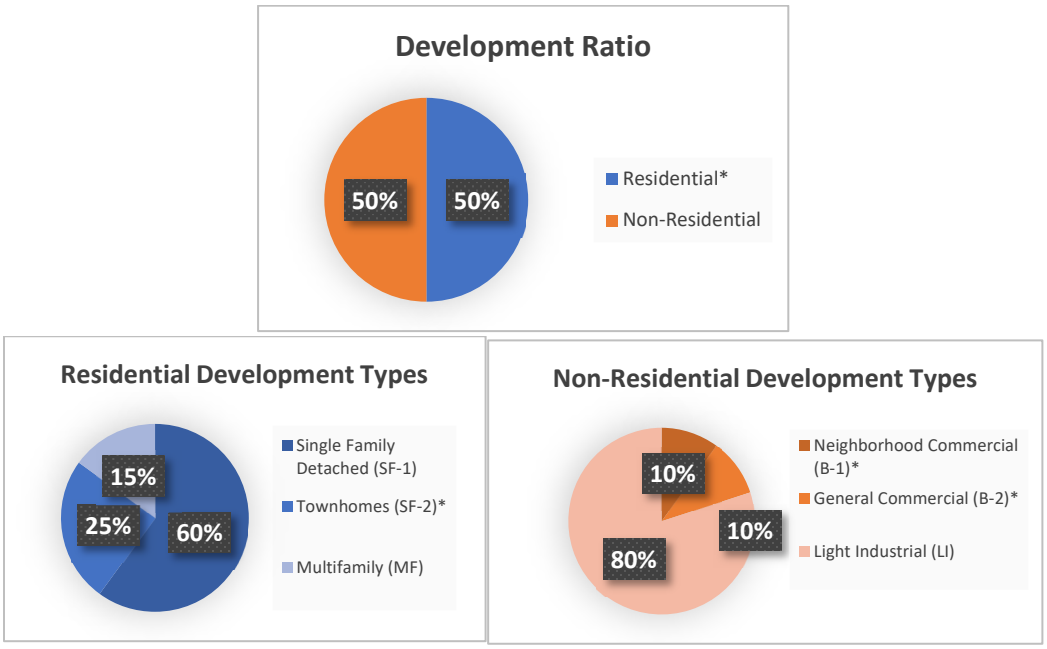
Scenario 1



**Maximum percentages*

Scenario 1 substantially conforms to approved Future Land Use Map (FLUM) amendment from 2021. The updated FLUM included in the Hutto SOAR 2040 Comprehensive Plan was created around the 2021 request and is still compliant and in effect to date.

Scenario 2



**Maximum percentages*

The Future Land Use Map (FLUM) as included in the Hutto SOAR 2040 Comprehensive Plan shows Heavy Industrial and Neighborhood uses on either side of CR 132. Scenario 2 as presented in this PUD provides for a transitional opportunity between Heavy Industrial and Neighborhood through the incorporation of Light Industrial on the north side of the Stromberg project. As such, Scenario 2 substantially conforms to the spirit of the FLUM and will not warrant the need for a FLUM amendment.

Charts above are representative of land use percentages.

2. Residential Land Use

The Stromberg PUD is an amenitized development with the Residential portion of the development being comprised of a combination of detached single-family and townhome units, as well as attached and detached multi-family units.

Residential base zoning districts to be allowable as indicated in Exhibit B: Single Household: SF-1, Village (for 45’ lots); Single Household: SF-1, Alley Load, Cul-de-Sac, Detached Garage (for 50’ lots); Single Household: SF-1, Medium Density (for 60’ lots and amenity area); Two-to-Four Household: SF-2 (for townhomes); and Multiple Household: MF (for attached and detached multi-family).

Within the Multifamily (MF) portion of the project, at least three (3) of the amenities described below will be incorporated:

- Community pool
- Barbeque area(s)
- Children's playground
- Social gathering area with fire pit
- Community center outfitted with a gathering space for community and/or private events.

Both the attached and detached single-family units will have individual entries and private, fenced yard areas.

The Residential portion of the project is intended to be used for a unique mix of housing products with a maximum density of 6 dwelling units per gross acre for the SF-1 development areas (a maximum of 60% of the SF-1 lots can be 45' in width, a maximum of 40% of the SF-1 lots can be 50' in width and a minimum of 20% of the lots onsite can be 60' & 70' in width), 17 dwelling units per gross acre for the SF-2 development areas, and a maximum density of 30 dwelling units per gross acre for the multi-family portion.

3. Non-Residential Land Use

The Non-Residential portion of the project is intended to be used for a unique mix of commercial and industrial uses. Commercial uses are intended to be located along the major thoroughfares and at the perimeter of the development.

Non-Residential base zoning districts to be allowable as indicated in Exhibit B: Local/ Neighborhood Commercial: B-1; General Commercial: B-2; and Light Industrial: LI.

4. 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, light industry uses, institutional and civic uses, temporary uses, and accessory uses.

C. DEVELOPMENT STANDARDS

1. Unified Development Code PUD Standard Table

Table 1. Unified Development Code PUD Standard Table

Zoning	Description	UDC Citation	UDC Standard	PUD Replacement Standard
SF-1	Village	10.403.3	Alley loaded not permitted	Alley loaded permitted
		10.406.3.3.1	A front-loading garage may occupy no more than 50% of the house linear frontage, and may protrude no more than 6 ft. from the longest front wall.	Front-loading garage doors may comprise no more than 55% of the house linear frontage, and may protrude no more than 6 ft. from the longest front wall
SF-2	Two to Four Household	10.403.3	Lot Area (min.) = 4,500 s.f.	Lot Area (min.) = 3,120 s.f.
			Lot width at building line (min.) = 45 ft.	Lot width at building line (min.) = 26 ft

		10.406.3.3.1	A front-loading garage may occupy no more than 50% of the house linear frontage, and may protrude no more than 6 ft. from the longest front wall.	Front-loading garage doors may comprise no more than 55% of the house linear frontage, and may protrude no more than 6 ft. from the longest front wall. Garages for 26 ft lot widths will be single car garages.
MF	Multiple Household	10.403.4.2	Spacing between bldgs. (min.) = 20 ft.	Spacing between bldgs. (min.) = 10 ft.
			Bldg. height (max.) = 35 ft.; 45 ft. along freeways, arterials, major non-residential collectors	Bldg. height (max.) = 50 ft. / 4 stories
		10.303.5	Max. Density = 14-20 dwelling units per acre	Max. Density = 30 dwelling units per gross acre

2. Prohibited Land Uses

The Stromberg PUD will allow the residential uses with development standards as described in this document. The Stromberg PUD will allow commercial and retail uses permitted under the B-1 and B-2 zoning designations, except as prohibited in the following land use list.

Prohibited B-1 and B-2 Land Uses:

- Commercial and Retail Uses (10.304.6)
  - Nightclub
- Accessory Uses (10.304.10)
  - Wind energy system

The Stromberg PUD will allow industrial uses permitted under the LI zoning designation, except as prohibited in the following land use list.

Prohibited LI Land Uses:

- Commercial and Retail Uses (10.304.6)
  - Adult oriented use
- Accessory Uses (10.304.10)
  - Wind energy system
- Smokestacks
- Solar farms
- Concrete batch plant
- Rock crushing site
- Mining and extraction
- Petrochemical industries
- Rubber refining
- Primary metal or related industries
- Junkyard

3. Dog Park Facility

At least one (1) dog park shall be provided (privately owned and maintained) within the boundaries of the Stromberg PUD. The dog park(s) may be located fully within one or more of

the multi-family developments and/or elsewhere on the Property. If the dog park is located within an easement, no structures other than a fence will be allowed to be constructed. The dog park(s) will be privately owned and maintained. Signage will be provided within any Dog Park Facility alleviating the City of any potential liability. The signage will indicate that Residents are to proceed at their own risk.

4. Trail System

The Stromberg PUD shall include an internal trail system to connect land use areas within the boundaries of the development. Any off-street trails may be connected to sidewalks to continue the connectivity of the overall development, as necessary and appropriate. It is anticipated that a pedestrian may be no more than a 10-minute walk from a commercial location within the development. The Trail System will be designed in accordance with Hutto's Parks Master Plan (further coordination with the City will be conducted with each phase of development to ensure compliance).

5. Site Design (10.404)

a. Sidewalks (10.403.9)
To increase pedestrian connectivity, sidewalks with a width of eight feet (8') will be required along both sides of major collectors and both sides of major arterial roadways adjacent to and within one hundred feet (100') of any commercial lot and/or the future school lot.

b. Internal Pedestrian Circulation for Multi-Family Component (10.403.10)
Sidewalks will be provided internally for pedestrian circulation from the parking areas to the individual units. A minimum of 5 ft sidewalks shall be located adjacent to parking areas and minimum four-foot (4 ft) sidewalks to connect parking areas to the individual units and open spaces. Final configurations and alignments will be defined during the site plan development application process.

c. Water Bodies and Retention (10.403.14)
Retention ponds will not be implemented as a part of the Stromberg PUD; therefore, this section of the Hutto Site Design Standards does not apply. Onsite detention will be provided as part of the Stromberg development. Detention ponds may include appropriate amenities with approval from City Engineer.

d. Parking and Access (10.405)

Table 2. Minimum Parking Requirements Table

Land Use Classification	Required Spaces (minimum)	Required Spaces (maximum)
The Stromberg PUD Detached/Attached MF Units	1 per 1 bedroom unit 1.5 per 2 bedroom unit 2 per 3 bedroom unit The total required spaces shall be increased by 5% to account for guest parking 2% of the parking spaces will be allocated as handicapped	2 per 1 bedroom unit 2.5 per 2 bedroom unit 3 per 3 bedroom unit The total required spaces shall be increased by 7% to account for guest parking 4% of the parking spaces will be allocated as handicapped

Dead end aisles may have no more than 30 parking spaces. Project will be compliant with the International Fire Code, Appendix D - Fire Apparatus Access Roads.

e. Pedestrian Crossings (10.610.2.4)
Signalized pedestrian crossings will be provided across major collectors and arterials to ensure safe pedestrian crossing. These crossings may range from a flashing beacon with pedestrian signage to pedestrian hybrid beacon crossings. Pedestrian signals or hybrid beacons will be used to allow for longer crossing times in shopping districts and/or mid-block crossings. Pedestrian crossings will be provided as each phase of development is completed along the major collectors and arterials.

6. Architectural Design (10.406)

a. Driveway Lengths
Whether located in front of or behind a single-family or townhome residence, driveway lengths should be sufficient to accommodate up to two (2) vehicles parked side by side without obstructing any pedestrian connection. The minimum dimensions for any residential driveway shall be 12’ wide by 15’ depth.

7. Landscaping (10.407)

The Stromberg PUD will comply with requirements of UDC Section 10.407 unless otherwise specified in this document. For any landscaping implemented within the Stromberg PUD, as required by the UDC or herein, Xeriscaping will be required.

a. Street Trees
Although the City of Hutto UDC does not currently enforce implementation of street trees, the Stromberg PUD will require vegetation along major thoroughfares as noted in Table 3 below. By specifying certain drought tolerant species from the City of Hutto approved plant list, the Stromberg PUD aims to achieve a higher level of aesthetic theming. Tree locations and final configuration will be determined during the site development plan stage.

Selected Native Tall Trees from Section 10.407.6.2 of the Hutto UDC: Blackjack Oak, Bur Oak, Pecan, Shumard Oak and Winged Elm (female only).

Selected Native Short Trees from Section 10.407.6.3 of the Hutto UDC: American Smoke Tree, Crape Myrtle, Desert Willow, Mountain Laurel and Possumhaw Holly.

Selected Native Shrubs from Section 10.407.6.4 of the Hutto UDC: Deer Muhly, Fragrant Sumac, Japanese Barberry, Texas Sage and Texas Sotol.

Table 3. Street Tree Table

Street Classification	**Street Trees per Linear Feet of Frontage**	**Tree Criteria**
Major Collector	1 tree per 75 linear feet	3 caliper inches measured 3' above final grade at base of tree
Major Arterial	1 tree per 120 linear feet	3 caliper inches measured 3' above final grade at base of tree

b. Required Landscaping: MF District
Landscaping areas: A minimum percentage of the net area being developed shall be landscaped in accordance with the following percentages.

Residential MF: 20%

The planting requirements listed in the chart below shall be required within the residential portion of the PUD Landscape Areas and fully meet the minimum landscape requirements for the Project. Tree locations and final configuration will be determined during the site development plan stage.

Area	**Native tall trees (3in. caliper and 10' tall min.)**	**Native small trees (2 in. caliper and 8' tall min.)**	**Native shrubs (3 gallon or 18" tall min.)**
MF Residential Units: Landscape required per individual unit	1 per unit	1 per unit	5 per unit

All Required Landscaping within an easement is subject to the approval of the owner of the easement. When in conflict, adjustments to the requirements above may be permitted by-right if required by the easement owner.

c. Required Landscaping: Non-Residential Districts (B-1, B-2 & LI)
Landscaping areas: A minimum percentage of the net area being developed shall be landscaped in accordance with the following percentages:

Commercial (B-1 & B-2): 15%

Light Industrial (LI): 10%

The planting requirements listed in the chart below shall be required within the commercial portion of the PUD Landscape Areas and fully meet the minimum landscape requirements for the Project. Tree locations and final configuration will be determined during the site development plan stage.

Area	Native tall trees (3in. caliper and 10' tall min.)	Native shrubs (3 gallon or 18" tall min.)
Commercial (B-1 & B-2)	1 per every 500 sf of landscaping required	2 per every 500 sf of landscaping required
Light Industrial (LI)	1 per every 500 sf of landscaping required	2 per every 500 sf of landscaping required

Two native small ornamental trees may be substituted for one native tall tree, not to exceed 50% of the required tall trees.

d. Parking Lot and Vehicular Use Screening
    i. Requirements
        1. Vehicular use areas shall be screened from all abutting rights-of-way by a continuous landscaped area not less than 10ft. deep.
        2. Vehicular use areas shall be screened from all abutting private property by a continuous landscaped area not less than 8 ft. deep.
        3. Landscape screening shall contain one (1) large tree per sixty (60) linear feet, or portion thereof, and a hedge not less than 3 ft. in height, at full maturity, for 75% of the right-of-way landscape screening area (linear footage), and 67% of the private property landscape screening area (linear footage).
        4. In addition to the required vehicular use screening, all outdoor parking shall have landscaping islands within the parking area equal to not less than 7% of the gross parking lot area. Required parking lot landscaping may be counted toward the minimum landscaped area required.
    ii. Landscaping required under Section 7.b. & 7.c. above may be counted towards landscaping required in Section 7.d.i. above.
    iii. Unless otherwise stated in this PUD, no other landscaping requirements shall be required.
    iv. All Required Landscaping within an easement is subject to the approval of the owner of the easement. When requirements are in conflict, adjustments to the requirements above may be permitted by right if required by the easement owner.

e. Materials, Maintenance, and Replacement
    i. Plant Materials

1. Plant choices must be based on the Central Texas ecological setting and site microclimate conditions. Plant choices must classify as drought-tolerant to fall within the xeriscaping category.

ii. Maintenance:

1. 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.
2. The applicant, landowner or successors must jointly be responsible for regular maintenance of all landscaping elements in good condition, including wood fencing, walls, or other screening fencing within the community. Landscaping must be maintained free from disease, pests, weeds, and litter.

iii. License Agreement

1. 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 streetlights 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.

f. Irrigation

i. Automatic irrigation shall be provided on site in compliance with Section 10.407.7 of the UDC.

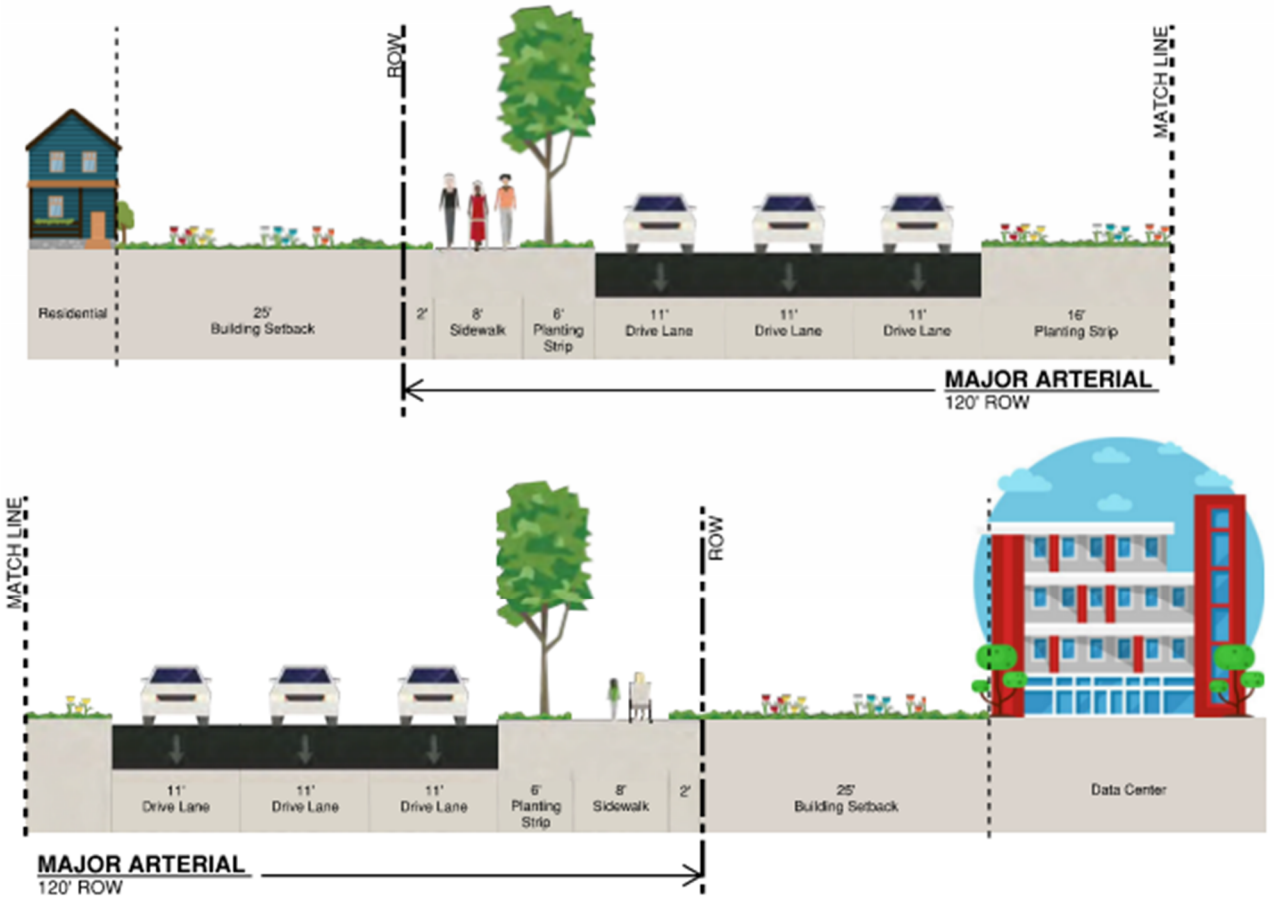
ii. Drip irrigation shall be provided for planting beds only and is not required for the irrigation of trees.

8. Data Center (10.308.13)

a. Required Bufferyards

Any Data Center use within the Light Industrial (LI) zoned portion of the project adjacent to a residentially zoned portion of the project shall provide a bufferyard with a minimum width equal to 1.5 ft for every one foot in building height of the Data Center. The bufferyard shall consist of one of the following:

- Proposed Arterial Street Section with a minimum of 30 ft. wide planting area (planting areas can be non-adjacent to each other as shown in the street cross section, below). Street trees will be provided as outlined in the section above to provide for a visual screen between land uses
- Buildings with a transitional use type (Multifamily)

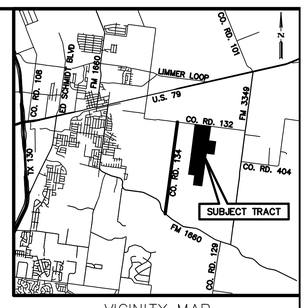


b. Conditions
Subject to the Required Bufferyards as outlined above, Data Center development will be permitted by right as part of the Light Industrial (LI) zoning within this PUD. As such, Data Centers will be allowed a maximum height of 120 feet. Regardless of height, Data Centers shall be subject to the criteria applicable to all Industrial uses identified by the Unified Development Code, unless otherwise specified within this PUD.

c. Utility Substations
All substations will have a solid, masonry fence with a height sufficient to conceal the substation, but no shorter than 6ft in height. (10.408.5 of the UDC)

D. EXHIBITS

Exhibit A: Survey
Exhibit B: The Stromberg Concept Plan



VICINITY MAP
NOT TO SCALE

N

0 300 600 900

EDWARD RYAN SURVEY, ABSTRACT NO. 542

JACOB H. FREDENBURGH SURVEY, ABSTRACT NO. 237

THOMAS GREEN SURVEY, ABSTRACT NO. 740

JOHN KUYKENDALL SURVEY, ABSTRACT NO. 378

JAMES HICKMAN SURVEY, ABSTRACT NO. 291

MASSILLON FARLEY SURVEY, ABSTRACT NO. 238

CHARLES J. GERLACH SURVEY, ABSTRACT NO. 260

POINT OF BEGINNING

APPROXIMATE SURVEY LINE

COUNTY ROAD 132
(R.O.W. VARIES)

PAVEMENT WIDTH=18.6'

(S 82°46'07" E 1,226.94')
S 82°45'42" E 1,227.06'

[S 82°29'07" E 898.10']
S 82°30'03" E 898.10'

S 82°28'37" E 942.94'

THOMAS GREEN SURVEY, A-740
JOHN KUYKENDALL SURVEY, A-378

DOYLE E. HOBBS, JR.
CALLED 84.5145 AC.
VOL. 2189, PG. 889
O.R.W.C.

(2)-36" CMP

JACOB H FREDENBURGH SURVEY, A-237
JOHN KUYKENDALL SURVEY, A-378

S 07°55'28" W 2,509.50'

CYNTHIA KRUEGER
PARCEL-2
FOURTH TRACT
CALLED 41.2 AC.
DOC. NO. 2015046325
O.P.R.W.C.

S 07°55'23" W 1,924.48'
[S 07°55'28" W 1,924.18']

MORRIS WAYNE KRUEGER &
MICHAEL RAY KRUEGER
CALLED 22.26 AC.-FIRST TRACT
CALLED 3.87 AC.-SECOND TRACT
CALLED 10 AC.-THIRD TRACT
VOL. 656, PG. 142
O.R.W.C.

10t POSSIBLE GRAVE PER
DOC. NO. 2015046325
O.P.R.W.C.

SEE DETAIL "C"

(4)-24" CMP

[S 82°03'20" E 943.12']
S 82°03'08" E 943.55'

DETAIL "C"
NOT TO SCALE

APPROXIMATE SURVEY LINE

(N 07°17'31" E 4,572.20')
N 07°17'27" E 4,573.18'

WINDMILL & WATER WELL

TRACT 1
M. MOORE FAMILY FARMS, LLC
CALLED 194.58 AC.
DOC. NO. 2018097245
O.P.R.W.C.

JOHN KUYKENDALL SURVEY, A-378
MASSILLON FARLEY SURVEY, A-238

APPROXIMATE SURVEY LINE

4 V.P.

S 07°55'58" W 1,716.50'
[S 07°55'23" W 1,716.41']

STORMI L. HOBBS
CALLED 84.5145 AC.
VOL. 2189, PG. 889
O.R.W.C.

TRACT 2
M. MOORE FAMILY FARMS, LLC
CALLED 194.88 AC.
DOC. NO. 2018105369
O.P.R.W.C.

TOTAL
389.542 ACRES

10d 15'x15' GRAVE YARD
VOL. 102, PG. 307
D.R.W.C.
GRAVE

N 82°04'58" W 1,025.09'
[N 82°04'36" W 1,025.02']

MORRIS WAYNE KRUEGER & MICHAEL RAY KRUEGER
CALLED 150.69 AC.
VOL. 1066, PG. 457
O.R.W.C.

JOHN KUYKENDALL SURVEY, A-378
CHARLES J. GERLACH SURVEY, A-260

DETAIL "B"
NOT TO SCALE

N 01°57'48" W
14.77'

26.87'

N 07°55'35" E 2,152.98'

N 83°21'15" E 830.88'

MARY DOLORES GARLICK
CALLED 15.427 AC.
DOC. NO. 2008040228
O.P.R.W.C.
REMAINDER OF A CALLED 32.55 AC.
AS DESCRIBED IN
VOL. 2643, PF. 873
O.R.W.C.

3/4"

WILLIAM THOMPSON ET AL.
CALLED 50 AC.
DOC. NO. 2006032228
O.P.R.W.C.

H.W.F.

"5781"

0.43'

SALVADOR H. MARTINEZ
CALLED 7.017 AC.
DOC. NO. 2009010475
O.P.R.W.C.

328.57'

METAL FENCE

(N 07°59'31" E 2,138.08')
N 07°55'35" E 2,152.98'

0.25'

LARRY J. &
MARVEL L. HAGOOD
CALLED 12.40 AC.
DOC. NO. 1996052030
O.P.R.W.C.

610.16'

PIPELINE SIGN NGL
PIPELINE SIGN PETROLEUM
PIPELINE SIGN NATURAL GAS
PIPELINE SIGN CRUDE OIL

10h APPROXIMATE LOCATION
30' PIPELINE EASEMENT
DOC. NO. 2015079038
O.P.R.W.C.

N 07°55'41" E 5,438.53'

S 07°55'26" W 4,400.34'
[S 07°55'25" W 4,399.89']

PAUL J. DROSCHE
CALLED 15.00 AC.
VOL. 2643, PG. 883
O.R.W.C.

10h APPROXIMATE LOCATION
50' PIPELINE EASEMENT
DOC. NO. 2015100565
O.P.R.W.C.

10g APPROXIMATE LOCATION
30' PIPELINE EASEMENT
DOC. NO. 2015090545
O.P.R.W.C.

[542.42']
542.45'

SEE DETAIL "B"

SEE DETAIL "A"

((26.73'))
26.87'

N 83°21'15" W 830.88'
(N 82°13'17" W 830.23')

BRIEANNA MONIQUE FERNANDEZ
CALLED 2.100 AC.
DOC. NO. 20211147578
O.P.R.W.C.

10h APPROXIMATE LOCATION
50' PIPELINE EASEMENT
DOC. NO. 2016072554
O.P.R.W.C.

B.W.F.

PIPELINE SIGN NATURAL GAS
PIPELINE SIGN CRUDE OIL

GABRIEL M. & MIRNA ESPINO
CALLED 7.100 AC.
DOC. NO. 2018067702
O.P.R.W.C.

GABRIEL M. & MIRNA ESPINO
CALLED 3.888 AC.-TRACT 2
DOC. NO. 2018067712
O.P.R.W.C.

2.46'

GABRIEL M. & MIRNA ESPINO
CALLED 9.996 AC.-TRACT 1
DOC. NO. 2018067712
O.P.R.W.C.

(N 07°49'27" E 1,329.44')
N 07°57'02" E 1,331.28'
959.72'

MARK S. KRUEGER
CALLED 63.6 AC.
VOL. 2551, PG. 599
O.R.W.C.

APPROXIMATE SURVEY LINE

DETAIL "A"
NOT TO SCALE

N 83°21'15" E 830.88'
S 65°55'58" W 3.34'
N 07°57'02" E 1,331.28'

BIGSKY CAPITAL LTD ET AL
CALLED 107.22 AC.
DOC. NO. 2021191286
O.P.R.W.C.

"AS"

N 82°41'41" W
346.39'
(N 82°42'33" W
346.39')

N 83°05'09" W 816.58'
[N 83°04'42" W 816.42']

BIGSKY CAPITAL LTD ET AL
CALLED 107.22 AC.
DOC. NO. 2021191286
O.P.R.W.C.

APPROXIMATE SURVEY LINE

METES AND BOUNDS DESCRIPTION

FIELD NOTES FOR A 389.542 ACRE TRACT OF LAND OUT OF THE JOHN KUYKENDALL SURVEY, ABSTRACT NO. 378 AND THE MASSILLON FARLEY SURVEY, ABSTRACT NO. 238, WILLIAMSON COUNTY, TEXAS; BEING ALL OF A CALLED 194.88 ACRE TRACT OF LAND AS CONVEYED TO M. MOORE FAMILY FARMS, LLC, A TEXAS LIMITED LIABILITY COMPANY, BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2018105369 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALL OF A CALLED 194.58 ACRE TRACT OF LAND AS CONVEYED TO M. MOORE FAMILY FARMS, LLC, A TEXAS LIMITED LIABILITY COMPANY, BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2018097245 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 389.542 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a chiseled "X" in concrete found on the south right-of-way line of County Road 132 (variable width right-of-way) at the northeast corner of a called 84.5145-acre tract of land as conveyed to Doyle E. Hobbs, Jr. by Correction Deed of Partition recorded in Volume 2189, Page 889 of the Official Records of Williamson County, Texas, at the northwest corner of the above described M. Moore Family Farms 194.88-acre tract, for the northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, with the south right-of-way line of said County Road 132 and north line of said M. Moore Family Farms 194.88-acre tract, S 82°45'42"E a distance of 1,227.06 feet to a 1/2-inch iron rod with cap stamped "RJ SURVEYING" found at the northeast corner of said M. Moore Family Farms 194.88-acre tract, at the northwest corner of the above described M. Moore Family Farms 194.58-acre tract, for an angle point on the north line of the herein described tract, from which a 1/2-inch iron rod with cap stamped "MBC ENGINEERS" found on the east line of said M. Moore Family Farms 194.88-acre tract and the west line of said M. Moore Family Farms 194.58-acre tract, bears S 07°55'28"W a distance of 2,509.50 feet;
THENCE, continuing with the south right-of-way line of said County Road 132 and with the north line of said M. Moore Family Farms 194.58-acre tract, S 82°30'03"E a distance of 898.10 feet to a 1/2-inch iron rod with cap stamped "MBC ENGINEERS" found at the northeast corner of said M. Moore Family Farms 194.58-acre tract, at the northwest corner of a called 41.2-acre tract of land as conveyed to Cynthia Krueger by Executor's Deed recorded in Document Number 2015046325 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, from which a 3/4-inch pipe found on the south right-of-way line of said County Road 132, at the northeast corner of said Cynthia Krueger 41.2-acre tract, at the northwest corner of a called 36.13-acre tract of land as conveyed to Morris Wayne Krueger and Michael Ray Krueger by Deed of Gift recorded in Volume 656, Page 142 of the Official Records of Williamson County, Texas, bears S 82°28'37"E a distance of 942.94 feet;

THENCE, leaving the south right-of-way line of said County Road 132, with the east line of said M. Moore Family Farms 194.58-acre tract, S 07°55'23"W a distance of 1,924.48 feet to a 1/2-inch iron rod with cap stamped "RJ SURVEYING" found at an interior corner of said M. Moore Family Farms 194.58-acre tract, at the southwest corner of said Cynthia Krueger 41.2-acre tract, for an interior corner on the east line of the herein described tract;

THENCE, with a north line of said M. Moore Family Farms 194.58-acre tract, S 82°03'08"E a distance of 943.55 feet to a 1/2-inch iron rod with cap stamped "RJ SURVEYING" found on the west line of said Morris Wayne Krueger and Michael Ray Krueger 36.13-acre tract, at the southeast corner of said Cynthia Krueger 41.2-acre tract, at an exterior corner of said M. Moore Family Farms 194.58-acre tract, for an exterior corner on the east line of the herein described tract;

THENCE, with the east line of said M. Moore Family Farms 194.58-acre tract, S 07°55'58"W a distance of 1,716.50 feet to a 1/2-inch iron rod with cap stamped "RJ SURVEYING" found on the west line of a called 150.69-acre tract of land as conveyed to Morris Wayne Krueger and Michael Ray Krueger by Warranty Deed with Vendor's Lien recorded in Volume 1066, Page 457 of the Official Records of Williamson County, Texas, at an exterior corner of said M. Moore Family Farms 194.58-acre tract, at the northeast corner of a called 50.00-acre tract of land described in Volume 1993, Page 161 of the Official Records of Williamson County, Texas, as conveyed to William Thompson et al. by Warranty Deed recorded in Document Number 2006032228 of the Official Public Records of Williamson County, Texas, for an exterior corner on the east line of the herein described tract;

THENCE, with a south line of said M. Moore Family Farms 194.58-acre tract, N 82°04'58"W a distance of 1,025.09 feet to a 1/2-inch iron rod with cap stamped "MBC ENGINEERS" found at an interior corner of said M. Moore Family Farms 194.58-acre tract, at the northwest corner of said James L. Jarvis 50.00-acre tract, for an interior corner on the east line of the herein described tract;

THENCE, with the east line of said M. Moore Family Farms 194.58-acre tract, S 07°55'26"W a distance of 4,400.34 feet to a 1/2-inch iron rod with cap stamped "RJ SURVEYING" found on the west line of a called 63.6 acre tract of land as conveyed to Mark S. Krueger by Quitclaim Deed recorded in Volume 2551, Page 599 of the Official Records of Williamson County, Texas, at the southeast corner of said M. Moore Family Farms 194.58-acre tract, at the northeast corner of a called 107.22-acre tract of land as conveyed to BigSky Capital Ltd. et al., by Special Warranty Deed recorded in Document Number 2021191286 of the Official Public Records of Williamson County, Texas, for the southeast corner of the herein described tract;

THENCE, with the south line of said M. Moore Family Farms 194.58-acre tract and the north line of said BigSky Capital 107.22-acre tract, N 83°05'09"W a distance of 816.58 feet to a 1/2-inch iron rod found at the southwest corner of said M. Moore Family Farms 194.58-acre tract, at the southeast corner of said M. Moore Family Farms 194.88-acre tract, for an angle point on the south line of the herein described tract, from which a 1/2-inch iron rod with cap stamped "RJ SURVEYING" found on the west line of said M. Moore Family Farms 194.58-acre tract and the east line of said M. Moore Family Farms 194.88-acre tract, bears N 07°55'41"E a distance of 5,438.53 feet;

THENCE, continuing with the north line of said BigSky Capital 107.22-acre tract and the south line of said M. Moore Family Farms 194.88-acre tract, N 82°41'41"W a distance of 346.39 feet to a 1/2-inch iron rod with cap stamped "ALLSTAR 5729" found at the most southerly southwest corner of said M. Moore Family Farms 194.88-acre tract, at an interior corner of said BigSky Capital 107.22-acre tract, for the most southerly southwest corner of the herein described tract;

THENCE, with the west line of said M. Moore Family Farms 194.88-acre tract, N 07°57'02"E, pass a 1/2-inch iron rod found 2.46 feet left at a distance of 959.72 feet, and continuing on for a total distance of 1,331.28 feet to a 1/2-inch iron rod found at an interior corner of said M. Moore Family Farms 194.88-acre tract, at the northeast corner of a called 7.100-acre tract of land as conveyed to Gabriel M. and Mirna Espino by Warranty Deed with Vendor's Lien recorded in Document Number 2018067702 of the Official Public Records of Williamson County, Texas, for an interior corner on the west line of the herein described tract, from which a 1/2-inch iron rod with cap stamped "ALLSTAR 5729" bears S 65°55'58"W a distance of 3.34 feet;

THENCE, with a south line of said M. Moore Family Farms 194.88-acre tract and the north line of said Espino 7.100-acre tract, N 83°21'15"W a distance of 830.88 feet to a 1/2-inch iron rod found at an exterior corner of said M. Moore Family Farms 194.88-acre tract, at an angle point on the east line of a called 2.100-acre tract of land as conveyed to Brieanna Monique Fernandez by Special Warranty Deed recorded in Document Number 20211147578 of the Official Public Records of Williamson County, Texas, at the northwest corner of the remainder of a called 3.888-acre tract of land as conveyed to Gabriel M. and Mirna Espino by General Warranty Deed recorded in Document Number 2018067712 of the Official Public Records of Williamson County, Texas, for an exterior corner on the west line of the herein described tract, from which a 1/2-inch iron rod with cap stamped "ALLSTAR 5729" bears N 01°57'48"W a distance 14.77 feet;

THENCE, with the west line of said M. Moore Family Farms 194.88-acre tract and the east line of said Fernandez 2.100-acre tract, N 07°55'35"E, pass a 1/2-inch iron rod found at the northeast corner of said Fernandez 2.100-acre tract and the southeast corner of a called 15.00 acre tract as conveyed to Paul J. Drosche by Correction Warranty Deed recorded in Volume 2643, Page 883 of the Official Records of Williamson County, Texas, at a distance of 26.87 feet, pass a 1/2-inch iron rod found at the northeast corner of said Drosche 15.00-acre tract and the southeast corner of a called 12.40 acre tract as conveyed to Larry J. & Marvel L. Hagood by Correction Warranty Deed recorded in Document Number 1996052030 of the Official Public Records of Williamson County, Texas, at a distance of 569.32 feet, pass a 1/2-inch iron rod found 0.25 feet to the left at a distance of 1,179.48 feet, pass a 1/2-inch iron rod with cap stamped "RPLS 5781" found 0.43 feet to the left at a distance of 1,509.05 feet, and continuing on for a total distance of 2,152.98 feet to a 3/4-inch iron rod found at the northeast corner of a called 15.427-acre tract of land as conveyed to Mary Dolores Garlick by Special Warranty Deed recorded in Document Number 2008040228 of the Official Public Records of Williamson County, Texas, and the southeast corner of a called 84.5145-acre tract of land as conveyed to Stormi L. Hobbs by Deed of Partition recorded in Volume 2189, Page 889 of the Official Records of Williamson County, Texas, for an angle point on the west line of the herein described tract;

THENCE, continuing with the west line of said M. Moore Family Farms 194.88-acre tract, N 07°17'27"E a distance of 4,573.18 feet to the POINT OF BEGINNING and containing 389.542 acres of land, more or less.

RESTRICTIVE COVENANT AND EASEMENT NOTES

10d. SUBJECT TO ANY AND ALL RIGHTS AND PRIVILEGES EXISTING OR WHICH MAY LATER EXIST BY VIRTUE OF THAT PORTION OF THE PROPERTY BEING USED AS A CEMETERY; INCLUDING, BUT NOT LIMITED TO, THE RIGHTS TO SEPULCHER AND INTERMENT AND TO THE RIGHTS OF INGRESS AND EGRESS IN AND TO THE SAID CEMETERY; AS DISCLOSED BY DEED DATED SEPTEMBER 24, 1902, RECORDED IN VOLUME 102, PAGE 307, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT 1, AS SHOWN HEREON

10e. PIPELINE EASEMENT DATED FEBRUARY 11, 1981, GRANTED TO SEMINOLE PIPELINE COMPANY, RECORDED IN VOLUME 828, PAGE 128, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AS AFFECTED BY ASSIGNMENT RECORDED IN VOLUME 848, PAGE 291, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT 1. NOT PLOTTABLE.

10f. ALL RIGHTS, TERMS, CONDITIONS AND STIPULATIONS CONTAINED IN THAT CERTAIN TEMPORARY WORK SPACE AGREEMENT DATED MAY 21, 1992, EVIDENCED IN SUBORDINATION OF LIEN TO A GRANT OF EASEMENT AND TEMPORARY WORK SPACE, EXECUTED BY DONALD T. WALLIN, GARY I. WALLIN AND GERARD T. WALLIN, IN FAVOR OF SEMINOLE PIPELINE COMPANY, RECORDED IN VOLUME 2220, PAGE 803, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT 1. NOT PLOTTABLE.

10g. EASEMENT AGREEMENT EXECUTED BY LPL-PTM LAND, LLC GRANTED TO SEMINOLE PIPELINE COMPANY, LLC FOR THE PURPOSE OF A PIPELINE EASEMENT, RECORDED UNDER DOCUMENT NO. 2015090545, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT 1, AS SHOWN HEREON.

10h. PERMANENT EASEMENT AGREEMENT EXECUTED BY LPL-PTM LAND, LLC, GRANTED TO ENTERPRISE CRUDE PIPELINE, LLC, FOR THE PURPOSE OF A PIPELINE EASEMENT, RECORDED UNDER DOCUMENT NO. 2016072554, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT 1, AS SHOWN HEREON.

10i. AN INGRESS AND EGRESS EASEMENT AND RIGHT-OF-WAY TO AND FROM WATER WELL, RECORDED IN VOLUME 232, PAGE 91, AND VOLUME 259, PAGE 176, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT 2. NOT PLOTTABLE.

10j. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 286, PAGE 351, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACTS. NOT PLOTTABLE.

10k. A PIPELINE EASEMENT AND RIGHT-OF-WAY GRANTED TO JONAH WATER SUPPLY CORP., RECORDED IN VOLUME 597, PAGE 991, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT 2. NOT PLOTTABLE.

10l. A PIPELINE EASEMENT AND RIGHT-OF-WAY GRANTED TO JONAH WATER SUPPLY CORP., RECORDED IN VOLUME 598, PAGE 8, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT 2. NOT PLOTTABLE.

10m. A PIPELINE EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY, RECORDED IN VOLUME 830, PAGE 364, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTAL PIPELINE RIGHT- OF-WAY AGREEMENT, RECORDED IN VOLUME 2174, PAGE 461, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT 2. NOT PLOTTABLE.

10n. EASEMENT AGREEMENT GRANTED TO SEMINOLE PIPELINE COMPANY, LLC, RECORDED UNDER DOCUMENT NO. 2015079038, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT 2, AS SHOWN HEREON.

10o. PERMANENT EASEMENT AGREEMENT GRANTED TO ENTERPRISE CRUDE PIPELINE, LLC, RECORDED UNDER DOCUMENT NO. 2015100565, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT 2, AS SHOWN HEREON.

10p. MATTERS CONTAINED IN THAT CERTAIN CITY OF HUTTO RESOLUTION, DATED AUGUST 2, 1982, RECORDED IN VOLUME 885, PAGE 64, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, WHICH PROVIDES FOR, AMONG OTHER THINGS, A RESOLUTION ACCEPTING PROPERTY IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF HUTTO, DO AFFECT THE SUBJECT TRACT 2. NOT PLOTTABLE.

10t. POSSIBLE GRAVE PER DOCUMENT NUMBER 2015046325 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

GENERAL NOTES

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. COMBINED SCALE FACTOR = 0.99988895.
2. THE PROPERTY LIES IN UNSHADED ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DELINEATED ON THE FLOOD INSURANCE RATE MAPS FOR WILLIAMSON COUNTY, TEXAS, MAP NUMBER 48491C0520F, REVISED DECEMBER 20, 2019.
3. THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, AND COUNTERSIGNED BY CAPSTONE TITLE UNDER FILE NO. 20211281, DATED EFFECTIVE FEBRUARY 07, 2022, AND ISSUED FEBRUARY 28, 2022.
4. NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WAS OBSERVED AT TIME OF SURVEY.
5. NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS WAS OBSERVED AT TIME OF SURVEY. THE SURVEYOR HAS NO KNOWLEDGE OF ANY PROPOSED CHANGES IN STREET RIGHT OF WAY LINES.

LEGEND

B.W.F.	BARBED WIRE FENCE
CMP	CORRUGATED METAL PIPE
CONC.	CONCRETE
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
FND.	FOUND
G.P.	GATE POST
G.R.	GUARD RAIL
H.W.F.	HOG WIRE FENCE
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.P.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
P.P.	POWER POLE
P.L.M.	PIPELINE MARKER
R.O.W.	RIGHT-OF-WAY
R.P.	REFLECTOR POST
V.P.	VERTICAL PIPE
W.W.	WATER WELL
( )	RECORD INFO. FOR DOCUMENT NO. 2018105369 O.P.R.W.C
[ ]	RECORD INFO. FOR DOCUMENT NO. 2018097245 O.P.R.W.C.
(( ))	RECORD INFO. FOR DOCUMENT NO. 2021147578 O.P.R.W.C.
{ }	RECORD INFO. FOR VOLUME 2643, PAGE 883 O.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
●"RJ"	FOUND 1/2" IRON ROD W/CAP "RJ SURVEYING"
●"MBC"	FOUND 1/2" IRON ROD W/CAP "MBC ENGINEERING"
●"AS"	FOUND 1/2" IRON ROD W/CAP "ALLSTAR 5729"
●"5781"	FOUND 1/2" IRON ROD W/CAP "RPLS 5781"
⊙	FOUND 3/4" IRON PIPE
✖	FOUND "X" IN CONCRETE
	EDGE OF ASPHALT
OHT	OVERHEAD TELEPHONE
OHP	OVERHEAD ELECTRIC
-x-	WIRE FENCE
-//-	BOARD FENCE
-o-	CHAIN LINK FENCE
10x.	SCHEDULE B ITEM NO.

To WMV Hutto 390 DE, LLC, ACORE Capital Mortgage, LP, a Delaware limited partnership, int its capacity as Administrative Agent for the Lenders, Fidelity National Title Insurance Company and Capstone Title:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items Items 1-4, 7(a), 9, 13, 16, 17 and 19 of Table A thereof. The field work was completed on October 25, 2021.

Date of Plat or Map: February 11, 2022
Revised: March 3, 2022

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
7000 NORTH MOPAC, SUITE 330
AUSTIN, TEXAS 78731
TELEPHONE: (512) 879-0400

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10106502

Copyright 2022

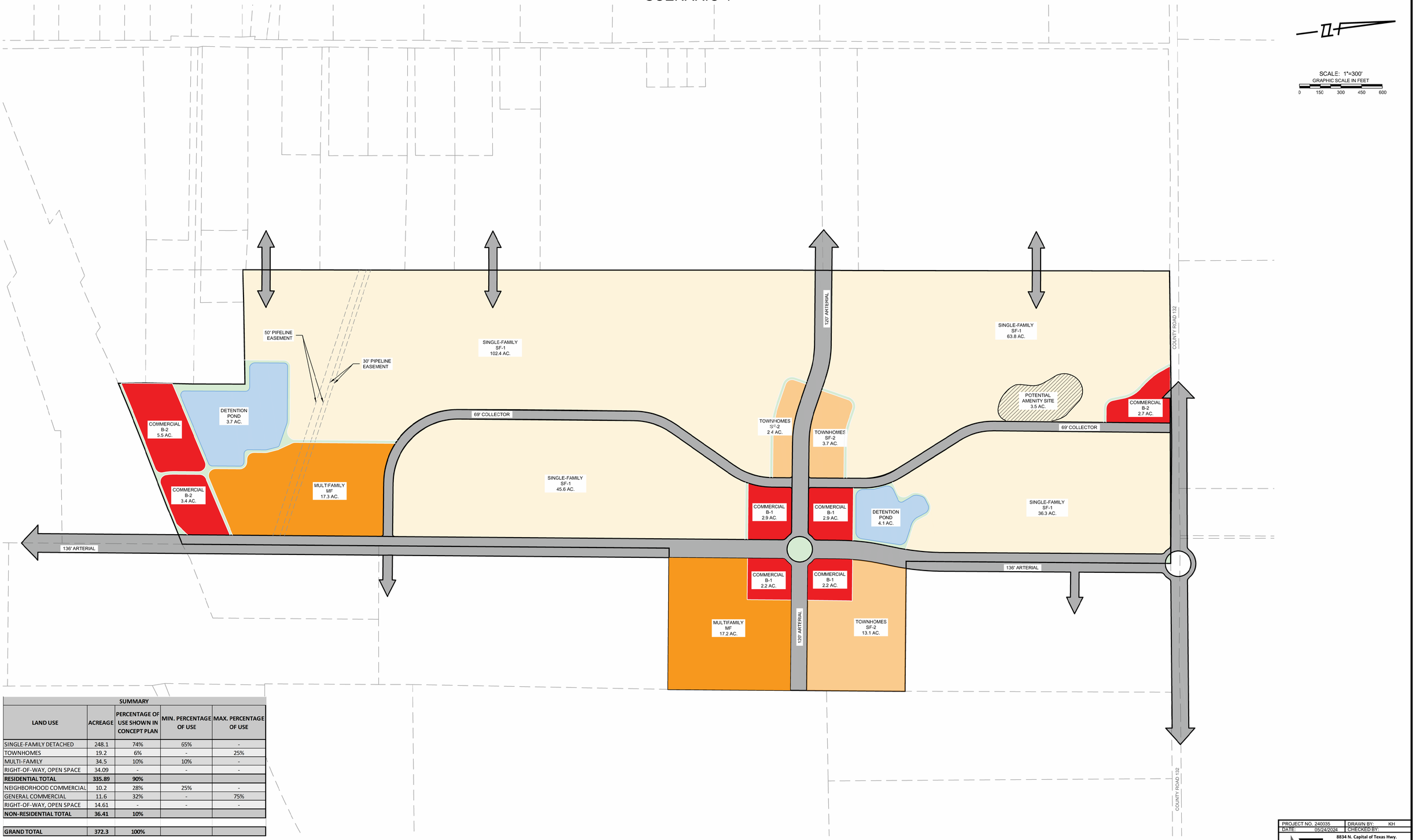
ALTA/NSPS LAND TITLE SURVEY OF 389.542 ACRES OUT OF THE J. KUYKENDALL SURVEY, A-378 & AND THE M. FARLEY SURVEY, A-238 COUNTY ROAD 132, HUTTO WILLIAMSON COUNTY, TEXAS

PARTY CHIEF: C.T., J.C.		ISSUE DATE:	2/11/2022
TECHNICIAN: M.G.		SCALE:	1"=300'
R.P.L.S.: J.N.		JOB NUMBER:	9408-00
FIELD BOOK NAME:	86		
BASE FILE:	\\browngov.net\gfs\Regions\TXC\Projects\WayMaker\9408-00-Stromberg\SV\04_Finals\Drawings\9408-00 Stromberg ALTA		

SHEET 1 OF 1

EXHIBIT B - STROMBERG CONCEPT PLAN

SCENARIO 1



SUMMARY				
LAND USE	ACREAGE	PERCENTAGE OF USE SHOWN IN CONCEPT PLAN	MIN. PERCENTAGE OF USE	MAX. PERCENTAGE OF USE
SINGLE-FAMILY DETACHED	248.1	74%	65%	-
TOWNHOMES	19.2	6%	-	25%
MULTI-FAMILY	34.5	10%	10%	-
RIGHT-OF-WAY, OPEN SPACE	34.09	-	-	-
RESIDENTIAL TOTAL	**335.89**	**90%**		
NEIGHBORHOOD COMMERCIAL	10.2	28%	25%	-
GENERAL COMMERCIAL	11.6	32%	-	75%
RIGHT-OF-WAY, OPEN SPACE	14.61	-	-	-
NON-RESIDENTIAL TOTAL	**36.41**	**10%**		
GRAND TOTAL	**372.3**	**100%**		

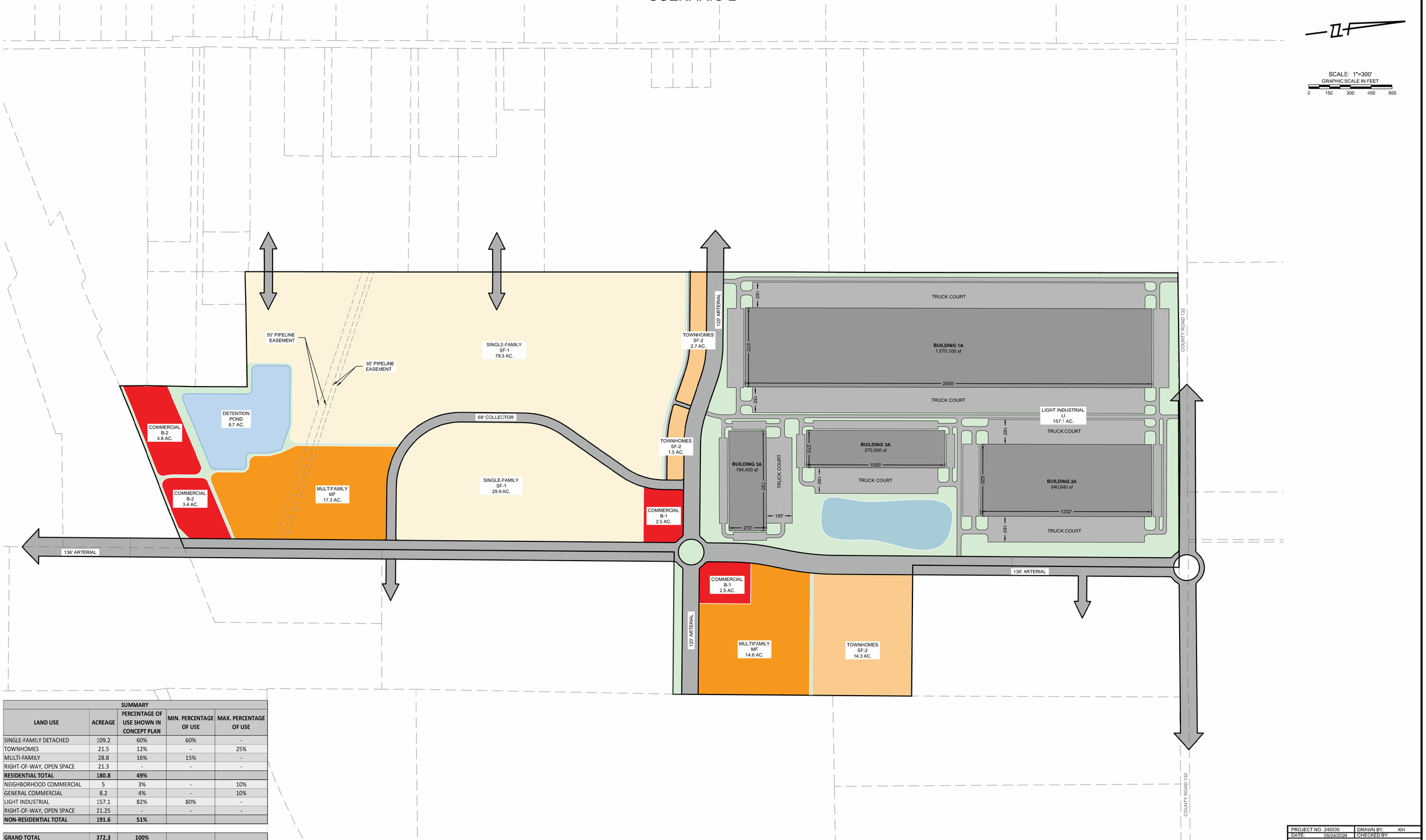
PROJECT NO. 240035	DRAWN BY: KH
DATE: 05/24/2024	CHECKED BY:

GRAY ENGINEERING
8834 N. Capital of Texas Hwy.
Suite 140
Austin, Texas 78759
(512)452-0371
FAX(512)454-9933
TBPELS FIRM #2946

H:\PROJECTS\1732 - WAYMAKER VENTURES LLC\1761 STROMBERG\ENTITLEMENTS\PUD\20240SXX STROMBERG PUD SUBMITTAL\BACKUP\240035-EXHIBIT-CONCEPT PLAN_SCENARIO1.DWG DATE: 5/29/2024 2:46:03 PM BY: KHARRIS

EXHIBIT B - STROMBERG CONCEPT PLAN

SCENARIO 2



SUMMARY				
LAND USE	ACREAGE	PERCENTAGE OF USE SHOWN IN CONCEPT PLAN	MIN. PERCENTAGE OF USE	MAX. PERCENTAGE OF USE
SINGLE-FAMILY DETACHED	109.2	60%	60%	-
TOWNHOMES	21.5	12%	-	25%
MULTI-FAMILY	28.8	16%	15%	-
RIGHT-OF-WAY, OPEN SPACE	21.3	-	-	-
RESIDENTIAL TOTAL	**180.8**	**49%**		
NEIGHBORHOOD COMMERCIAL	5	3%	-	10%
GENERAL COMMERCIAL	8.2	4%	-	10%
LIGHT INDUSTRIAL	157.1	82%	80%	-
RIGHT-OF-WAY, OPEN SPACE	21.25	-	-	-
NON-RESIDENTIAL TOTAL	**191.6**	**51%**		
GRAND TOTAL	**372.3**	**100%**		

PROJECT NO. 240035	DRAWN BY: KH
DATE: 05/24/2024	CHECKED BY:

GRAY ENGINEERING
8834 N. Capital of Texas Hwy.
Suite 140
Austin, Texas 78759
(512)452-0371
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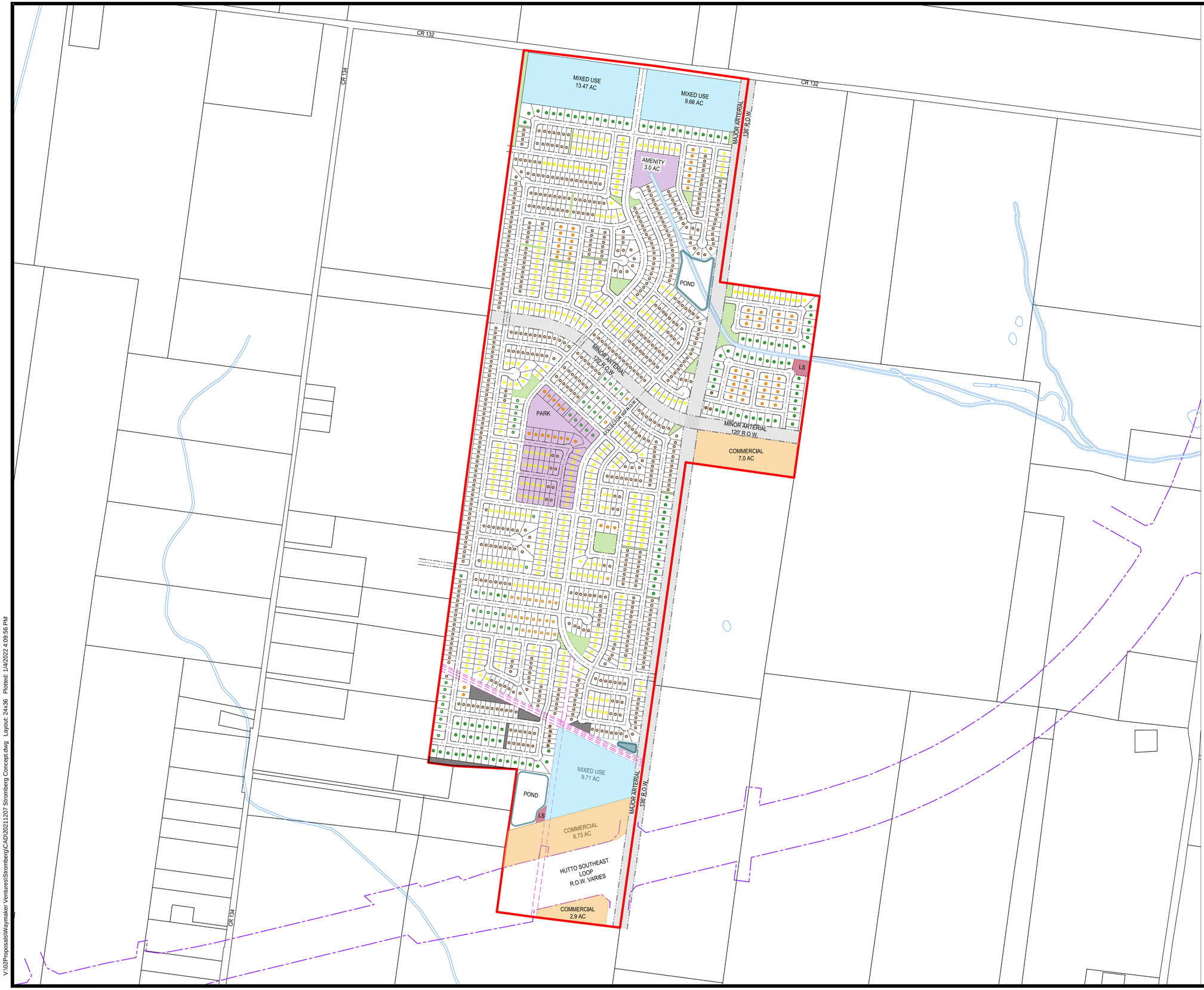
TBPELS FIRM #2946



N

0 200' 400' 800'

SCALE: 1" = 400'

- PROPERTY BOUNDARY (±390.5 AC)
- 2' CONTOURS
- WETLANDS
- WETLANDS BUFFER
- EASEMENT
- PHASE LINE

- 45' LOTS - 669 (49.7%)
- 50' LOTS - 415 (30.8%)
- 60' LOTS - 95 (7.1%)
- 70' LOTS - 167 (12.4%) UP TO 50% DUPLEX

TOTAL SF LOTS - 1,346

- PARK
- POND
- MIXED USE
- COMMERCIAL
- LIFT STATION (LS)
- POTENTIAL SCHOOL SITE 13.0 AC

BGE

BROWN & GAY ENGINEERS, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.browngay.com

STROMBERG
HUTTO, TEXAS

WAYMAKER VENTURES

V:\02Proposals\Waymaker Ventures\Stromberg\CAD\20211207 Stromberg Concept.dwg Layout: 24x36 Plotted: 1/4/2022 4:09:56 PM

COMPLETE NEIGHBORHOODS

PURPOSE AND CHARACTER

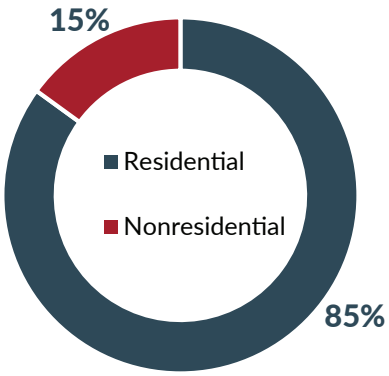
Complete Neighborhoods allow for mixed uses including residential, office, retail, and others uses. These uses are more likely to be horizontally mixed as opposed to vertical mixed-use. The density, intensity and scale are lower and more compatible with residential neighborhood land uses.

Single-family detached homes make up the majority of this land use category, although some townhomes, duplexes, missing middle, and small multifamily should be included to create diversity in housing choices and are good options to create transitions between complete neighborhoods and other more dense land use areas. A mixture of housing types allows people to stay in the neighborhood even as their housing needs change, promoting long-term stability.

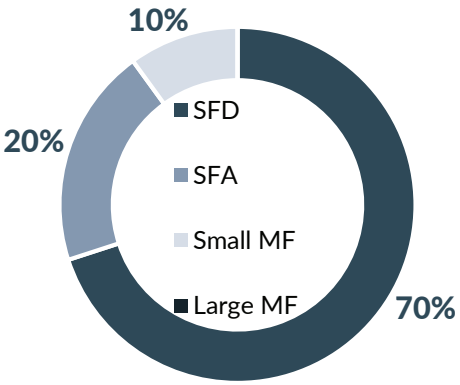
Nonresidential uses in this category primarily include neighborhood serving retail, services, and offices.



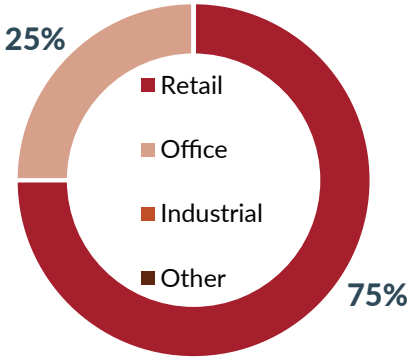
Development Ratio



Residential Development Types



Nonresidential Development Types



Density	Intensity	Scale
4 to 12 units per acre Avg. 3 jobs per acre	Low to Medium	Low-Rise





Development Type	Appropriateness	Conditions
Single-Family Detached (SFD)	●●●●●	Appropriate overall.
SFD + ADU	●●●●●	Lot and site design should accommodate an ADU to the side or rear; ADU should be clearly secondary to the primary residence.
SFA, Duplex	●●●●●	Similar in character and lot standards to single-family detached; Joint/shared driveways encouraged, as well as alleys and rear parking; ADUs can be included consistent with the above.
SFA, Townhomes and Detached Missing Middle	●●●●○	Townhouses and Bungalow Courts should include at least 4 units, Pocket Neighborhoods 8-12 units. Functions best at corner properties (excluding townhomes). Encouraged especially when retail/services are nearby. Encourage joint driveways, alley access and rear parking.
Apartment House (3-4 units)	●●●●○	Similar in character and lot standards to SFD; functions best at corner properties. Encouraged especially when retail/services are nearby. Encourage joint driveways, alley access and rear parking.
Small Multifamily (8-12 units)	●●●○○	Can be appropriate with neighborhood-scale when adjacent to Neighborhood Activity Center. May be appropriate as a transitional use from land use categories containing nonresidential uses.
Large Multifamily (12+ units)	●○○○○	Not considered appropriate, but may occur adjacent in other appropriate future land use categories.
Mixed-Use Urban, Neighborhood Scale	●●●●●	Appropriate in that it provides for retail, office, and diverse housing options at a scale compatible with and supportive of surrounding neighborhoods. Promotes walkability and 10-minute neighborhoods.
Mixed-Use Urban, Community Scale	●○○○○	Not considered appropriate, but may occur in other adjacent future land use categories.
Shopping Center, Neighborhood Scale	●●●○○	While less preferred than mixed-use, this can provide retail and services at a scale compatible with and supportive of surrounding neighborhoods, promoting walkability and 10-minute neighborhoods.
Shopping Center, Community Scale	●○○○○	Not considered appropriate.
Light Industrial Flex Space	●○○○○	
Manufacturing	●○○○○	
Civic	●●●●●	Considered supportive to the function and livability of this future land use category; government buildings, schools and community facilities can serve as activity hubs within neighborhoods.
Parks and Open Space	●●●●●	Generally considered appropriate or compatible within all land use categories.

From: Robyn Wright
To: Planning
Subject: Response on zoning request for Stromberg Planned Unit Development
Date: Thursday, June 20, 2024 1:17:15 PM

Please see below - thanks!

Case Name: zoning request for Stromberg Planned Unit Development
Public Hearing Date: P&Z Commission-7/02/2024, City Council-7/11/2024
Name: Brett Rodgers
Address: 1325 CR 134, Hutto, TX 78634
Response: In Favor

This email has been scanned for spam and viruses by Proofpoint Essentials. Click here to report this email as spam.

PROPERTY OWNER NOTICE OF TWO PUBLIC HEARINGS
TO BE HELD AT THE

PLANNING & ZONING COMMISSION ON: **JULY 2, 2024**
CITY COUNCIL ON: **JULY 11, 2024**
MEETING LOCATION: **500 W. Live Oak St. – City Hall**
MEETING TIME: **7:00 PM**

Notice is hereby given to all interested persons that the **HUTTO PLANNING AND ZONING COMMISSION AND CITY COUNCIL** will hold two separate public hearings regarding the Planned Unit Development (PUD) zoning ordinance request for the property known as **Stromberg Planned Unit Development (PUD)**, 372.121 acres, more or less, of land, out of the M. Farley Survey, Abstract No. 238 and the J. Kuykendall Survey, Abstract No. 378, in Williamson County, located on CR 132. The proposal consists of a mix of uses, both residential and non-residential, and extensions of public rights-of-way internal to the development.

As one of the owners of property located within 200 feet of the subject properties, you are invited to attend this meeting to voice your support or opposition. Detailed information will be available on the City of Hutto website under Planning and Zoning Commission agenda/packet information at least 72-hours before the meeting date here: *http://www.huttotx.gov/residents/services/planning_and_zoning_commission_agendas_and_minutes.php* . or City Council agenda/packet information at least 72-hours before the meeting date here: *http://www.huttotx.gov/residents/services/city_council_agendas_minutes_and_packets.php*. You may also do one 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 known as **Stromberg Planned Unit Development (PUD)**, 372.121 acres, more or less, of land, out of the M. Farley Survey, Abstract No. 238 and the J. Kuykendall Survey, Abstract No. 378, in Williamson County, located on CR 132. The proposal consists of Residential and Commercial uses.

Name: Barry & Mavel Hagood

Address: 985 County Rd 134, Hutto TX 78634

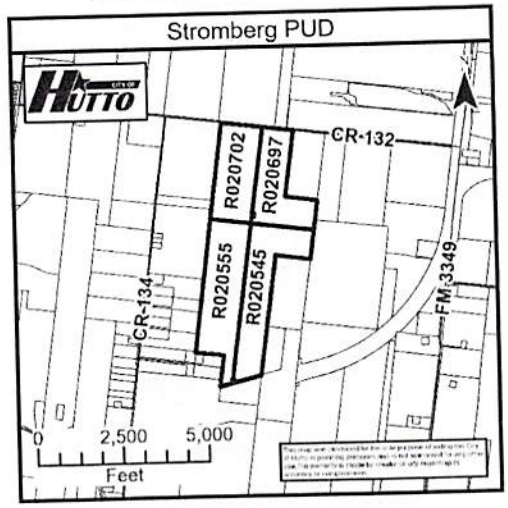
☐ **I AM IN FAVOR**

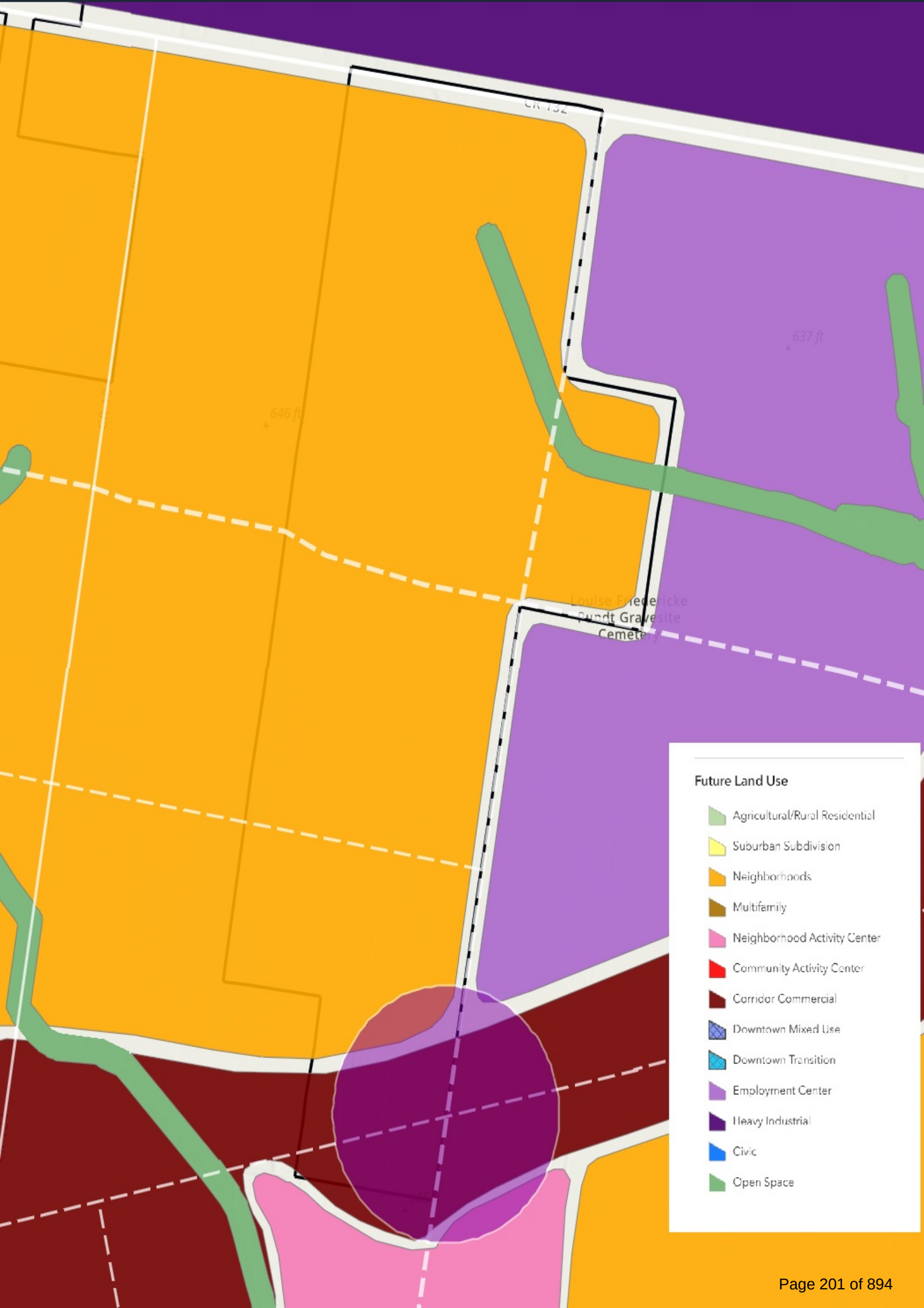
☑ **I OBJECT**

Write comments below, attach additional pages if needed.

We have a stock pond on our property that supports a lot of local wildlife and bird life. The proposed dellopment is in the watershed with will impact water quality and level.

SITE LOCATION MAP




CR 132
646 ft
637 ft
Louise Friedericke
Cemetery
Future Land Use
Agricultural/Rural Residential
Suburban Subdivision
Neighborhoods
Multifamily
Neighborhood Activity Center
Community Activity Center
Corridor Commercial
Downtown Mixed Use
Downtown Transition
Employment Center
Heavy Industrial
Civic
Open Space

PUD ZONING CHANGE APPLICATION

Must be accompanied by a Master Application

City of Hutto Development Services
500 W. Live Oak Street Hutto TX 78634
512-759-3479 Planning
512-846-2640 Permits & Inspections
512-759-4038 Engineering
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

PROJECT NAME: The Stromberg PUD

PROPERTY ADDRESS: CR 134, Hutto, TX 78634

Current Zoning District (s): Agriculture Proposed Zoning District(s): PUD

Current Use: Agriculture Proposed Use: Mix of Single Family (SF-1, SF-2), Multifamily, Commercial (B-1, B-2)

Total Acreage: +/-372 ac Total # of Lots: +/-1405 Future Land Use Map Designation Neighborhoods

Current zoning: North of property: DA South of property: DA

East of property: DA West of property: DA

FEES ☐ All required fees may be provided by cash, credit card or check made payable to: City of Hutto
Please generate an invoice on MyGov to be paid online once application is processed

REQUIRED FOR PUD (PLANNED UNIT DEVELOPMENT) ZONING SUBMITTAL

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

a & b ☒ Complete Master application and PUD Zoning Change application.
☒ Pre-application meeting with Development Services staff and WCESD#3 (Fire District) staff. ***(Mandatory)***
c ☒ PUD Statement of Intent
d ☒ PUD Development Standards
e ☒ PUD Development Plan – Digital and one 24x36 Color copy of complete plan.
f ☒ Proof of ownership (copy of deed).
g ☒ Sketch of property by a registered professional land surveyor on (1) 8 ½" x 11".
h ☒ List of all property owners within 600-ft of subject property boundary and mailing labels. Data to be obtained from the WCAD website. List and labels shall be of the property owner's 'mailing' address not the 'property' address.
☒ All submittal documents provided in digital format. On a CD (disk), electronic storage device, or emailed link to files.
☐ On-site public hearing notification sign(s) required. See Ordinance No. O-19-12-19-9A.
To be provided by City and posted by BGE

PROCESSING

☐ Application intake, staff review and determination that it is complete, meeting scheduling, public notification (mailed/published/website notification).
☐ Notification required 16 days prior to scheduled meeting date (published/mailed).
☐ All final documents related to commission(s) action are required 10 days prior to scheduled meeting date.
☐ All final documents related to city council action are required 10 days prior to scheduled meeting date.

FOR DEPARTMENT USE ONLY:

Submittal date	Date accepted for review	Payment type	Fees paid	HPC Mtg. date	PZ Mtg. date	CC Mtg. date

The Planned Unit Development (PUD) process and zoning designation allows creativity, innovation and flexibility in land use, density, site planning and design for a parcel, that would result in a project more appropriate and desirable than what would result from strict application of this code. Applying Form Based Code to a parcel is preferred to the Planned Unit Development process.

A PUD plan and PUD development standards are required for a parcel that will be developed as a PUD. PUD plans and development standards are evaluated using all the following criteria.

Include a PUD statement of intent as to how the proposed PUD meets the PUD criteria.

- The PUD is consistent with the spirit of the community, neighborhood and other applicable land use and development plans, compatible with the character of adjacent development or recommended land uses, it would not adversely affect property near the site, and it achieves the benefits of improved design.
- The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value.
- The PUD will give benefits through providing open space, parks, conservation of environmental features, aesthetic features and harmonious design, and/or energy efficient site design.
- The benefits of preserving land for open space, parks or other public amenities outweigh the potential impact from more intense or dense development on the site.
- The PUD controls external effects on nearby land uses such as movement and congestion of traffic; lighting; trash accumulation and litter; noise, air and water pollution; and other factors affecting public health, welfare, safety and convenience.
- The PUD will be served by adequate facilities including streets, fire protection, water and sanitation.
- The PUD does not have a significantly greater burden on the city's existing infrastructure, public improvements and services than development at a density permitted under the current zoning or suggested under community, neighborhood and other applicable land use and development plans, or that arrangements are made to mitigate impacts.
- PUD architectural design, landscaping, hardscaping and signage parameters must give evidence of compatibility with adjacent development, internal consistency of design, and conformance to city design standards.

Include a PUD plan and PUD development standards that address the following site criteria (The form and content of the development plan shall be in sufficient detail to enable the city to evaluate the proposal and ascertain that it meets all criteria.)

10.203.12 Plan Amendment – Does the proposed PUD comply with the Future Land Use Map _____
If no, provide detailed summary stating why the proposed PUD is more appropriate than the FLUM as adopted per the criteria found in 10.203.12.3.

10.403 Bulk, Setbacks and Buffers – MEETS / DOES NOT MEET / EXCEEDS / NA

- □ 10.403.3 Lot Dimensions and Area Meets as outlined in PUD
- □ 10.403.4 Building Envelope Does not meet (minor reduction for townhomes)
- □ 10.403.4.3 Riparian Setbacks N/A
- □ 10.403.4.5 Setback Encroachments and Exceptions Meets as outlined in PUD
- □ 10.403.6 Bufferyard N/A
- □ 10.403.7 Residential Adjacency N/A

10.404 Site Design – MEETS / DOES NOT MEET / EXCEEDS / NA

- □ 10.403.7 Siting and Orientation N/A
- □ 10.403.7.3 Common Open Space Meets as outlined in PUD
- □ 10.403.8 Siting and Orientation: non-residential sites and structures Does not meet
- □ 10.403.9 Sidewalks Meets as outlined in PUD
- □ 10.403.10 Internal Pedestrian Circulations Meets as outlined in PUD
- □ 10.403.11 Signature Elements N/A
- □ 10.403.12 Public Transit Facilities N/A
- □ 10.403.13 Service Areas Meets
- □ 10.403.14 Water Bodies and Retention N/A

- ☐ 10.403.15 Land Disturbance Meets
- ☐ 10.403.16 Defensible Space Meets

- ☐ 10.405 Parking and Access – MEETS / DOES NOT MEET / EXCEEDS / NA Meets as outlined in PUD

10.406 Architectural Design – MEETS / DOES NOT MEET / EXCEEDS / NA
- ☐ 10.406.3 Single household detached and two to four household residence design Meets as outlined in PUD
- ☐ 10.406.4 Single household attached and multiple household residence design Meets as outlined in PUD
- ☐ 10.406.6 Commercial, office, public, institutional and mixed-use building design Meets
- ☐ 10.406.7 Industrial building design N/A

10.407 Landscaping – MEETS / DOES NOT MEET / EXCEEDS / NA
- ☐ 10.407.3 General Standards Meets
- ☐ 10.407.4 Required Landscaping: single, two, three and four household dwellings Meets
- ☐ 10.407.5 Required Landscaping: non-residential and 5+ household residential development Meets as outlined in PUD
- ☐ 10.407.6 Materials, Maintenance and Replacement Meets
- ☐ 10.407.7 Irrigation Meets
- ☐ 10.407.8 Tree Preservation and Removal Meets
- ☐ 10.407.9 Tree Protection During Construction Meets
- ☐ 10.407.10 Required Site Furniture Meets as outlined in PUD

- ☐ 10.408 Fences and Walls – MEETS / DOES NOT MEET / EXCEEDS / NA Meets

- ☐ 10.409 Outdoor Lighting – MEETS / DOES NOT MEET / EXCEEDS / NA Meets

- ☐ 10.410 Signs – MEETS / DOES NOT MEET / EXCEEDS / NA Meets

Chapter 6 Subdivision Standards – MEETS / DOES NOT MEET / EXCEEDS / NA
- ☐ 10.602 Applicability and exceptions Meets
- ☐ 10.603 – 10.608 Lot Division and Adjustment Processes Meets
- ☐ 10.609 Parkland and open space dedication Meets as outlined in PUD
- ☐ 10.610 Pedestrian and Bicycle Facilities Meets as outlined in PUD
- ☐ 10.611 Street Classification Meets
- ☐ 10.612- 10.613 Street Design Meets
- ☐ 10.614 Driveway and Easements Meets
- ☐ 10.615 Road Adequacy Standards Meets

- ☐ Chapter 7 Historic Preservation – MEETS / DOES NOT MEET / EXCEEDS / NA N/A

CITY OF HUTTO DEVELOPMENT SERVICES

MASTER APPLICATION

Must accompany all application types
Unless otherwise indicated

City of Hutto Development Services
500 W. Live Oak Street Hutto TX 78634
512-759-3479 Planning
512-846-2640 Permits & Inspections
512-759-4038 Engineering
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

PROJECT NAME: The Stromberg PUD APPLICATION TYPE: PUD Zoning

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

Name: Kristal Harris, P.E.

Company Name: BGE, Inc.

Address: 1701 Directors Blvd., Ste. 1000, Austin, TX 78744

Phone: 512-686-3564 Email: KHarris@bgeinc.com

PROPERTY INFORMATION

Address: CR 134, Hutto, TX 78634

Legal Description: Lot(s) _____ Block _____ Subdivision _____

+/-372.324 ac, as: 389.542 ac, J. Kuykendall SUR ABS 378 and M. Farley SUR ABS 238, less 13.433 acres out of the M. Farley Survey Sec 25 ABS 238 and 3.988 acres out of the M. Farley Survey Sec 25 ABS 238

Deed Reference: Volume _____ Page(s) _____ or Document No. 2022029057

City Limits or ETJ: City limits Current Zoning District: Agriculture

PROPERTY OWNER INFORMATION

Name: Holt Dunlop, Jamie Dougherty

Company Name: WMV Hutto 390 DE, LLC

Address: 3310 N. Capital of Tx Hwy, Ste. 202, Austin, TX 78746

Phone: 512-375-7662 Email: hdunlop@waymakerventures.com / jdougherty@waymakerventures.com

PROPERTY OWNER CONSENT/AGENT AUTHORIZATION

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

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

Property Owner Signature

JAMIE DOUGHERTY
Property Owner Printed Name

6/30/23
Date

THE STATE OF TEXAS

COUNTY OF Travis

Before me, the undersigned authority, on this day personally appeared Jamie Dougherty, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 30 day of June, 2023 A.D.

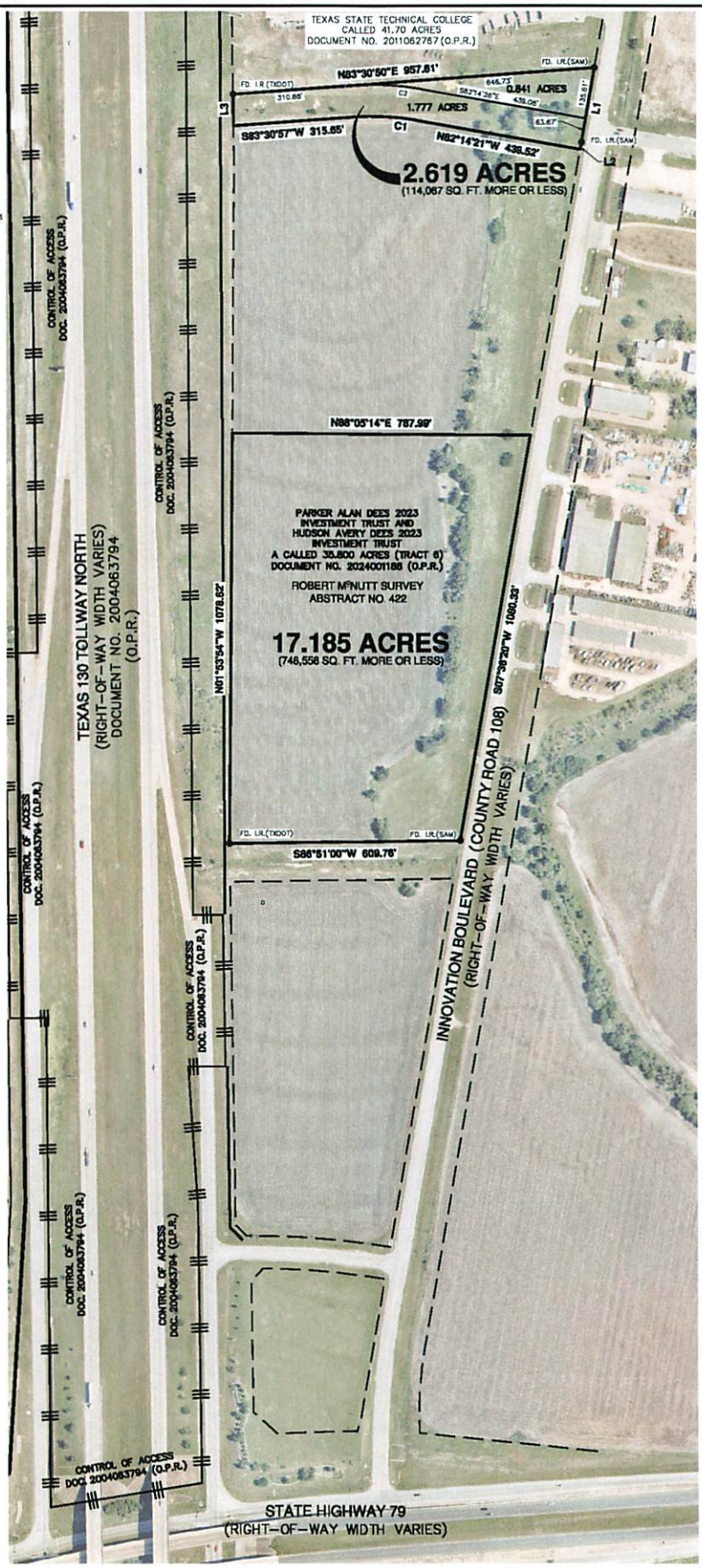
Notary Public Signature

Christina Sligar
Notary Public Printed Name

CHRISTINA SLIGAR NOTARY PUBLIC STATE OF TEXAS ID 128624639 EXP. 05-23-2027 (Seal)

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

Revised 2022



LEGEND

(TXDOT)	TXDOT ALUMINUM CAP
(D1/A)	BAKER/AICKLEN CAP
	IRON ROD (CAP NOTED)

DEED/PLAT REFERENCE

D.R.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

0' 200' 400' 600'

SCALE: 1"= 200'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S07°25'17"W	199.28'
L2	S07°36'20"W	19.33'
L3	N03°09'00"W	83.13'

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	663.50'	014°14'42"	N85°21'43"W	169.50'	169.93'
C2	765.50'	014°14'27"	S89°21'40"E	190.02'	190.51'

ANNEXATION EXHIBIT

A 2.619 AND A 17.185 ACRE TRACT BEING OUT OF A CALLED 35.800 ACRE TRACT (TRACT 6), RECORDED IN DOCUMENT NO. 2024001188 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS SITUATED IN THE ROBERT McNUTT SURVEY ABSTRACT NO. 422

PAPE-DAWSON ENGINEERS
AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

JOB NO. 59010-19
DATE JULY 2023
CHECKED PJG DRAWN PJG
CIVIL JOB NO. ---
REFERENCE: ---
SHEET 1 OF 1

AVERY RANCH CO. - HUTTO TRACTS ANNEXATION

FIELD NOTES

FOR

A 2.619 ACRE TRACT OF LAND SITUATED IN THE ROBERT M^{C}NUTT SURVEY, ABSTRACT NO. 422, WILLIAMSON COUNTY, TEXAS, BEING OUT OF A CALLED 38.000 ACRE TRACT (TRACT 6) OF LAND IN TRUSTEE DISTRIBUTION DEED TO PARKER ALAN DEES 2023 INVESTMENT TRUST AND HUDSON AVERY DEES 2023 INVESTMENT TRUST, RECORDED IN DOCUMENT NO. 2024001188 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 2.618 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at a TXDOT Type II concrete monument found on a point in the east right-of-way line of Texas 130 Tollway North, said point being the southwest corner of a called 41.70 acre tract of land in deed to Texas State Technical College, recorded in Document No. 2011062767 of said Official Public Records, same being the northwest corner of said 35.800 acre tract, for the northwest corner and **POINT OF BEGINNING** hereof;

THENCE departing the east right-of-way line of said Texas 130 Tollway North, with the south boundary line of said 41.70-acre tract, same being the north boundary line of said 35.800 acre tract, **N 83°30'50" E** for a distance of **957.61 feet** to an iron rod with cap stamped "SAM" found on a point in the west right-of-way line of said Innovation Boulevard, said point being the southeast corner of said 41.70-acre tract, same being the northeast corner of said 35.800 acre tract, for the northeast corner hereof;

THENCE with the west right-of-way of said Innovation Boulevard, same being the east boundary line of said 35.800 acre tract, the following two (2) courses and distances:

1. **S 07°25'17" W** for a distance of **199.28 feet** to an iron rod with cap stamped "SAM" found, for an angle point hereof, and

2. **S 07°36'20" W** for a distance of **19.33 feet** to a calculated point for the southeast corner hereof;

THENCE departing the west right-of-way line of said Innovation Boulevard through the interior of said 35.800 acre tract, the following three (3) courses and distances:

1. **N 82°14'21" W**, a distance of **439.52 feet** to a calculated point of tangent curvature hereof,

2. along a curve to the left, having a **radius** of **683.50 feet**, a central angle of **14°14'42"**, a **chord bearing** and **distance** of **N 89°21'42" W, 169.50 feet**, an **arc length** of **169.93 feet** to a calculated point of tangency hereof, and

3. **S 83°30'57" W**, a distance of **315.66 feet** to a calculated point on the east right-of-way line of said Texas130 Tollway North, said point being the west boundary line of said 35.800 acre tract for the southwest corner hereof;

THENCE with the east right-of-way line of said Texas 130 Tollway North, same being the west boundary line of said 35.800 acre tract, **N 03°09'00" W** for a distance of **83.13 feet** to the **POINT OF BEGINNING** and containing 2.618 acres of land in Williamson County, Texas. said tract being described in accordance with an exhibit prepared under Job No. 59010-19 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: March 28, 2024
JOB No.: 59010-19
DOC.ID.: H:\Survey\SURVEY19\19-59010\Word\Hutto Tracts\FN59010-19_2.618ac_Annex.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01

PAPE-DAWSON ENGINEERS

FIELD NOTES

FOR

A 17.185 ACRE TRACT OF LAND SITUATED IN THE ROBERT M^{C}NUTT SURVEY, ABSTRACT NO. 422, WILLIAMSON COUNTY, TEXAS, BEING OUT OF A CALLED 35.800 ACRE TRACT (TRACT 6) OF LAND IN TRUSTEE DISTRIBUTION DEED TO PARKER ALAN DEES 2023 INVESTMENT TRUST AND HUDSON AVERY DEES 2023 INVESTMENT TRUST, RECORDED IN DOCUMENT NO. 2024001188 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 17.185 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at a TXDOT Type II concrete monument found on a point in the east right-of-way line of Texas 130 Tollway North, said point being on the northwest terminus of an unnamed street, same being the southwest corner of said 35.800 acre tract, for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE departing the north right-of-way line of said unnamed street, with the east right-of-way line of said Texas 130 Tollway North, same being the west boundary line of said 35.800 acre tract, **N 01°53'54" W** for a distance of **1078.62 feet** to a calculated point for the northwest corner hereof;

THENCE departing the east right-of-way line of said Texas 130 Tollway North, through the interior of said 35.800 acre tract, **N 88°05'14" E** for a distance of **787.99 feet** to a calculated point on the west right-of-way of Innovation Boulevard, a variable width right-of-way, same being the east boundary line of said 35.800 acre tract for the northeast corner hereof;

THENCE with the west right-of-way line of said Innovation Boulevard, same being the east boundary line of said 35.800 acre tract, **S 07°36'20" W**, a distance of **1080.33 feet** to an iron rod with cap marked "SAM" found on the northeast terminus of said unnamed street, same being the southeast corner of said 35.800 acre tract for the southeast corner hereof;

THENCE departing the west right-of-way line of said Innovation Boulevard, with the north right-of-way line of said unnamed street, same being the south boundary line of said 35.800 acre tract, **S 86°51'00" W** for a distance of **609.76 feet** to the **POINT OF BEGINNING** and containing 17.185 acres of land in Williamson County, Texas. said tract being described in accordance with an exhibit prepared under Job No. 59010-19 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: March 28, 2024
JOB No.: 59010-19
DOC.ID.: H:\Survey\SURVEY19\19-59010\Word\Hutto Tracts\FN59010-19_17.185ac_Annex.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01

ANNEXATION APPLICATION

Must be accompanied by a Master Application

City of Hutto Development Services
500 W. Live Oak Street Hutto TX 78634
512-759-3479 Planning
512-846-2640 Permits & Inspections
512-759-4038 Engineering
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

PROJECT NAME: Penske Hutto

Total acreage: 19.804 acres Proposed use: Auto Dealership and Repair Shop

Zoning district is issued according to the zoning district established in the current comprehensive plan future land use map. Property owner is required to submit a FLUM and zoning change application for a district other than what is established in the current comprehensive plan future land use map. All fees apply.

FEES

☐ All required fees may be provided by cash, credit card or check made payable to: City of Hutto

REQUIRED FOR SUBMITTAL

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

- ☐ Applicant has coordinated with staff on submittal requirements.
- ☐ Complete Master application and Annexation application. (Original signed documents required)
- ☐ Proof of ownership (copy of deed).
- ☐ Approved Service Extension Request (SER)
- ☐ Letter of intent, signed and notarized by property owner, including the following:
  - o Acknowledgement that the property is contiguous to the current city limits.
  - o Acknowledgement that the property is one-half mile or less in width.
  - o Identify the number of residents living on the property.
  - o Total acreage of the parcel(s).
  - o Current use of the property.
- ☐ Field notes and sketch of property by a registered professional land surveyor on (I) 8½" x II"
- ☐ All submittal documents provided electronically. (Planning@huttotx.gov)

REVIEW CRITERIA

- ☐ Request is consistent with community, neighborhood and other applicable land use and development plans.
- ☐ Property is in the extraterritorial jurisdiction (ETJ) of Hutto.
- ☐ Property does not contain any Unified Development Code (UDC) or Williamson County code violations.
- ☐ Request conforms to state law.
- ☐ Property with an existing agricultural use may be issued agriculture (AG) district base zoning.
- ☐ Property without existing agricultural use will be issued the zoning district established in the current comprehensive plan future land use map.
- ☐ A Future Land Use Map (FLUM) revision and a zoning change application will be required to establish a zoning district different from the zoning established in the current comprehensive plan future land use map. FLUM's and zoning changes will be processed at the Planning and Zoning Commission prior to City Council action.

PROCESSING

- ☐ Application intake, staff review and determination that it is complete, meeting scheduling, public notification (mailed/published/website notification).
- ☐ Documents are to be recorded with the Williamson County Clerk, fees may apply.

FOR DEPARTMENT USE ONLY:

Submittal date	Date accepted for review	Payment type	Fees paid	MSP CC Mtg. date	CC Mtg. date	CC Mtg. date	CC Mtg. date	CC Mtg. date

May 2022

CITY OF HUTTO DEVELOPMENT SERVICES

MASTER APPLICATION

Must accompany all application types
Unless otherwise indicated

City of Hutto Development Services
500 W. Live Oak Street Hutto TX 78634
512-759-3479 Planning
512-846-2640 Permits & Inspections
512-759-4038 Engineering
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

PROJECT NAME: Penske Hutto APPLICATION TYPE: Annexation

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

Name: Jeff Anderson

Company Name: PAG West, LLC, a Delaware limited liability company

Address: 7015 E. Chauncey Lane, Phoenix, Arizona 85054

Phone: 480-538-6811 Email: janderson@penskeautomotive.com

PROPERTY INFORMATION

Address: See Annexation Exhibit attached

Legal Description: Lot(s) _____ Block _____ Subdivision _____

Deed Reference: Volume _____ Page(s) _____ or Document No. 2024001188

City Limits or ETJ: ** See below Current Zoning District: Multi-Family, Unzoned, and Gateway Overlay District

PROPERTY OWNER INFORMATION

Name: See Exhibit B attached

Company Name: _____

Address: 2803 Pecos Street, Austin, Texas 78703

Phone: 512-751-0505 Email: johnsavery@msn.com

PROPERTY OWNER CONSENT/AGENT AUTHORIZATION

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

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

Property Owner Signature | John Avery Jr — Property Owner Printed Name | 4/3/24 — Date

THE STATE OF TEXAS

COUNTY OF Williamson

Before me, the undersigned authority, on this day personally appeared John Avery Jr, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 3 day of April, 20 24 A.D.

Melissa Romero — Notary Public Signature

Melissa Romero — Notary Public Printed Name

MELISSA ARMSTRONG ROMERO
NOTARY PUBLIC
(Seal) ID# 133825182
State of Texas
Comm. Exp. 06-22-2026

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

**A portion of the property is in the city limits and a portion is in the ETJ.

Revised 2022

DocuSign Envelope ID: 8553A61B-EDDC-43A5-A527-41A916E92F0E

EXHIBIT A

Property Description

PAPE-DAWSON ENGINEERS

FIELD NOTES

FOR TRACT 6

A 35.800 ACRE TRACT OF LAND SITUATED IN THE ROBERT M^{C}NUTT SURVEY, ABSTRACT NO. 422, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 390.68 ACRE TRACT OF LAND IN TRUSTEE DISTRIBUTION DEED TO CHARLES N. AVERY, III ET AL, RECORDED IN DOCUMENT NO. 2002071339 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 35.800 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at a TXDOT Type II concrete monument found on a point in the east right-of-way line of Texas 130 Tollway North, said point being the southwest corner of a called 41.70 acre tract of land in deed to Texas State Technical College, recorded in Document No. 2011062767 of said Official Public Records, same being the northwest corner of a Remnant Portion of said 390.68-acre tract, for the northwest corner and **POINT OF BEGINNING** hereof;

THENCE departing the east right-of-way line of said Texas 130 Tollway North, with the south boundary line of said 41.70-acre tract, same being the north boundary line of said Remnant Portion, **N 83°30'50" E** for a distance of **957.61 feet** to an iron rod with cap stamped "SAM" found on a point in the west right-of-way line of said Innovation Boulevard, said point being the southeast corner of said 41.70-acre tract, same being the northeast corner of said Remnant Portion, for the northeast corner hereof;

THENCE with the west right-of-way of said Innovation Boulevard, same being the east boundary line of said Remnant Portion, the following two (2) courses and distances:

1. **S 07°25'17" W** for a distance of **199.28 feet** to an iron rod with cap stamped "SAM" found, for an angle point hereof, and

2. **S 07°36'20" W** for a distance of **1868.31 feet** to an iron rod with cap stamped "SAM" found at a point on the intersection of the west right-of-way line of said Innovation Boulevard with the north right-of-way line of an unnamed street, said point being the southeast corner of said Remnant Portion, for the southeast corner hereof;

THENCE departing the west right-of-way line of said Innovation Boulevard with the north right-of-way line of said unnamed street, same being the south boundary line of said Remnant Portion, **S 86°51'00" W** for a distance of **609.76 feet** to a TXDOT Type II concrete monument found at a point on the intersection of the north right-of-way line of said unnamed street with the east right-of-way line of said Texas130 Tollway North, said point being the southwest corner of said Remnant Portion, for the southwest corner hereof;

DocuSign Envelope ID: 8553A61B-EDDC-43A5-A527-41A916E92F0E

THENCE with the east right-of-way line of said Texas 130 Tollway North, same being the west boundary line of said Remnant Portion, the following two (2) courses and distances:

1. **N 01°53'54" W** for a distance of **1785.35 feet** to a TXDOT Type II concrete monument found, for an angle point hereof,

2. **N 03°09'00" W** for a distance of **190.74 feet** to the **POINT OF BEGINNING** and containing 35.800 acres of land in Williamson County, Texas. said tract being described in accordance with an exhibit prepared under Job No. 59010-19 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: August 28, 2020
JOB No.: 59010-19
DOC.ID.: H:\Survey\SURVEY19\19-59010\Word\Hutto Tracts\FN59010-19_Tract 6_35.800ac.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01



PAPE-DAWSON ENGINEERS

DocuSign Envelope ID: 8553A61B-EDDC-43A5-A527-41A916E92F0E

March 28, 2024

City of Hutto
Planning Department
500 W Live Oak Street
Hutto, TX 78634

Dear Ladies and Gentlemen:

This letter serves as authorization by the undersigned property owners (collectively, the "Property Owner") of approximately 35 acres situated in the Robert McNutt Survey, Abstract No. 422, Williamson County, Texas, and being more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the "Property"), for John S. Avery, Jr. to act as the special agent for the Property Owner in connection with executing any and all applications related to annexation, zoning, platting, site development, utility, and any other approvals for the Property submitted to the City of Hutto on behalf of the Property Owner.

[SIGNATURE PAGES TO FOLLOW]

DocuSign Envelope ID: 8553A61B-EDDC-43A5-A527-41A916E92F0E

SIGNATURE PAGES TO AUTHORIZATION LETTER

OWNER:

DocuSigned by:

ABF95AE5B3D741C...

A. Nelson Avery, Trustee of the A. Nelson Avery Exempt Trust and as Trustee of the MHA 2022 Gift Trust

Date: 4/3/2024

OWNER:

DocuSigned by:
Lucille Christina Avery Fell
FED514BA90264DE...

Lucille Christina Avery Fell, Trustee of the
BDF 2023 Gift Trust, as Trustee of the
CWF 2023 Gift Trust, and as Trustee of the
Lucille Christina Avery Fell Exempt Trust

Date: 4/2/2024

OWNER:

DocuSigned by:

2F273A21CC8C4A2...

Marta C. Avery, Trustee of the Marta C. Avery Exempt Trust, a sub-trust of the Charles N. Avery III Exempt Trust under the LSA Trust Agreement effective December 24, 1992

Date: 4/2/2024

OWNER:

DocuSigned by:
Beth H. Avery
ACCFEF61280D4AB...

Beth H. Avery, Trustee of the Charles and Beth Avery Marital Trust under the Last Will and Testament of Charles N. Avery, III, Deceased, as duly admitted to probate in Cause No. 18-0822-CP4

Date: 4/2/2024

OWNER:

DocuSigned by:
John S. Avery
A1AC4A59A3774 1A...

John S. Avery, Trustee of the
John S. Avery Exempt Trust, as Co-Trustee of
The Parker Alan Dees 2023 Investment Trust,
and as Co-Trustee of the Hudson Avery Dees
2023 Investment Trust

Date: 4/2/2024

OWNER:

DocuSigned by:
John Avery, Jr.
F16875BF20414A5...

John S. Avery, Jr., Trustee of the Jana A. Buis 2020 Investment Trust, as Co-Trustee of the Parker Alan Dees 2023 Investment Trust, as Co-Trustee of the Hudson Avery Dees 2023 Investment Trust, and as Trustee of the John S. Avery, Jr. 2020 Investment Trust

Date: 4/2/2024

COMMERCIAL CORRIDOR

PURPOSE AND CHARACTER

Commercial Corridors consist of nonresidential land uses that meet the needs of both local and regional residents. This includes big box stores and multi-tenant commercial or retail uses.

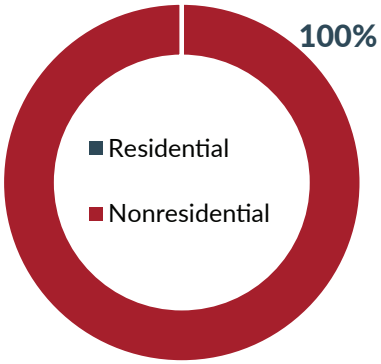
They are typically located along high volume roadways or at high volume intersections and generate large amounts of sales tax revenue.

Commercial Corridors often consist of traditional or suburban commercial development with large surface parking lots that front a major roadway or highway.

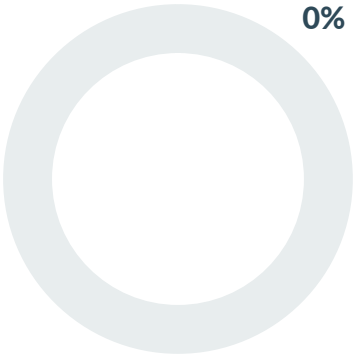
While it is recognized these corridors rely upon automobile accessibility and exposure, development should seek opportunities to leverage different forms with elements of mixed-use within the nonresidential use types. This introduces walkability for people once they arrive, reducing the number of trips and increasing the area's appeal as a destination.



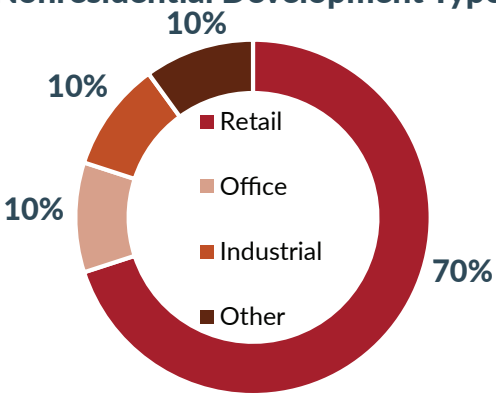
Development Ratio



Residential Development Types



Nonresidential Development Types



Density	Intensity	Scale
Avg. 17 jobs per acre	Medium	Low/Mid-Rise Mid-Rise





Development Type	Appropriateness	Conditions
Single-Family Detached (SFD)	●○○○○	Not considered appropriate, as the Commercial Corridors are generally oriented towards uses that rely on access and visibility to major roadways and highways and residential is not encouraged along the major roadways and highways for environmental justice and quality of life reasons. The activity and traffic generated by Commercial Corridor uses is not compatible with residential housing.
SFD + ADU	●○○○○	
SFA, Duplex	●○○○○	
SFA, Townhomes and Detached Missing Middle	●○○○○	
Apartment House (3-4 units)	●○○○○	
Small Multifamily (8-12 units)	●○○○○	
Large Multifamily (12+ units)	●○○○○	
Mixed-Use Urban, Neighborhood Scale	●●●○○	May be nonresidential mixed-use, such as office over retail or some residential can be appropriate if deeper within a site and less proximate to the major roadways. Residential mixed-use can also be appropriate to support transition to adjacent, lower density or residential areas. To note, mixed-use buildings are typically considered the highest fiscally performing development type on a per-acre basis.
Mixed-Use Urban, Community Scale	●●●○○	
Shopping Center, Neighborhood Scale	●●●●●	Appropriate overall.
Shopping Center, Community Scale	●●●●●	
Light Industrial Flex Space	●●○○○	Not considered appropriate due to limited potential for sales tax revenue generation and lower dependence on direct exposure to major roadways; can be appropriate if deeper within a site and less proximate to the major roadways, but should not be predominant use.
Manufacturing	●○○○○	Not considered appropriate.
Civic	●●●●●	Considered supportive to the function of this future land use category; likely more functional facilities, such as utilities, rather than people-centered or community serving facilities.
Parks and Open Space	●●●●●	Generally considered appropriate or compatible within all land use categories.

RESOLUTION NO. R-2024-___

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING A MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF HUTTO, TEXAS, AND JOHN AVERY JR., REGARDING THE PROPOSED ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF HUTTO, TEXAS, TO WIT: 19.804 ACRES, MORE OR LESS, OF LAND DESCRIBED IN EXHIBIT "A", ALL OF SAID PROPERTY BEING SITUATED IN WILLIAMSON COUNTY, TEXAS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING PROPER NOTICE & MEETING, AND AN EFFECTIVE DATE.

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

WHEREAS, pursuant to an Annexation and Development Agreement Between the City of Hutto and executed on May 17, 2012, (the "Development Agreement") a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by reference for all purposes, and the provisions of Subchapter C-3, Chapter 43 of the Texas Local Government Code, the owners of the tracts of land containing 19.804 acres, more or less, of land in the extraterritorial jurisdiction ("ETJ") of the City, being out of the Robert McNutt Survey, Abstract No. 422 in Williamson County, Texas (the "Property"), and being more particularly described in **Exhibit "A"** attached hereto and made part hereof by reference for all purposes, have petitioned the City Council in writing to annex the Property; and

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

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

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

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

Section 2: That the Hutto City Council hereby approves and authorizes the City Manager to execute the Agreement, a copy of same being attached hereto as **Exhibit "B"** and incorporated herein for all purposes.

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

Section 4. This Resolution shall take effect immediately upon its passage.

RESOLVED this ___ day of _____, 2024.

_____
Mike Snyder, Mayor

ATTEST:

_____
Laura Hallmark, City Secretary

Exhibit "A"
Development Agreement
(including property description)

Exhibit "B"
Municipal Services Agreement

RESOLUTION NO. R-12-05-17-9B3

A RESOLUTION AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND JOHN S. AVERY, TRUSTEE, ET AL, FOR 38.54 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

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

that the Hutto City Council authorizes the City Manager of Hutto to execute a Development Agreement between the City of Hutto and John S. Avery, Trustee, et al, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

RESOLVED on this the **17th** day of the month **May, 2012.**

THE CITY OF HUTTO, TEXAS

Debbie Holland, Mayor

ATTEST:

Christine Martinez, City Secretary

AGR 2012058574
8 PGS

STATE OF TEXAS	§	**ANNEXATION DEVELOPMENT**
	§	**AGREEMENT WITH**
COUNTY OF WILLIAMSON	§	**JOHN S. AVERY, TRUSTEE, ET AL.**

This is an ANNEXATION DEVELOPMENT AGREEMENT by and between THE CITY OF HUTTO, TEXAS ("City") and JOHN S. AVERY, individually and as Trustee of the John S. Avery Exempt Trust, CHARLES N. AVERY, III, individually and as Trustee of the Charles N. Avery, III Exempt Trust, A. NELSON AVERY, individually and as Trustee of the A. Nelson Avery Exempt Trust, and LUCILLE CHRISTINA AVERY FELL, individually and as Trustee of the Lucille Christina Avery Fell Exempt Trust ("Owner", whether one or more).

WHEREAS, Owner is owner of that certain 38.54 acre tract of land more particularly described in Exhibit "A", attached hereto (the "Property"), and;

WHEREAS, the City intends to annex the property, and;

WHEREAS, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City and the Owner desire to enter into this Annexation Development Agreement (the "Agreement"); and

WHEREAS, the Owner and the City acknowledge that this agreement is binding upon the City and the Owner and their respective successors and assigns, and;

WHEREAS, this Development Agreement is to be recorded in the Official Records of Williamson County, Texas.

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and Owner hereby agree as follows:

A. PURPOSE

The purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits (or extraterritorial jurisdiction).

B. GENERAL TERMS AND CONDITIONS

1. Both parties agree that in consideration of the mutual promises stated herein, that the Property will not be annexed by the City of Hutto so long as (1) the Property continues to receive an agricultural exemption from the Williamson County Central Appraisal District (the "Ag Exemption"), except for existing single-family residential use, and (2) no action is taken by the Owner or his assigns to file a "final" subdivision plat or any related development document (the "Development Documents") regarding to some or

all of the Property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex the portions of the Property which are either affected by the removal of the Ag Exemption, or which are the subject of the Development Documents. It is expressly understood and agreed that the Owners may develop the Property in phases and that the City of Hutto will only annex those portions of the Property which are included within "final" subdivision plats.

2. As consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the Property for agricultural purposes, wildlife management or timber production.

3. The Owner agrees that the City's AG - Agricultural zoning requirements apply to the Property, and that the Property shall only be used for AG zoning uses until such time as the Property is annexed into the City of Hutto. Upon such annexation, the Property will be entitled to be zoned for land uses that are consistent with the official City of Hutto Comprehensive Plan in effect on the date hereof and such other uses as may be agreed upon by the City of Hutto and the Owners.

4. The Owner acknowledges that if Owner or any successor or assign violates any condition of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the direction of the Council. The Owner and any successors or assigns agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner, his successors or assigns.

5. Both parties agree that upon annexation of the Property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the Property conforming to the land use designation for the Property as shown on the most recent amendment of City's Comprehensive Plan.

C. MISCELLANEOUS PROVISIONS

1. Actions Performable. The City and the Owner agree that all actions to be performed under this Agreement are performable in Williamson County, Texas.

2. Governing Law. The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be

void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties. This Agreement runs with the land and shall bind the Property for a term of fifteen years, unless amended by the parties.

5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

City of Hutto
City Manager
401 West Front Street
Hutto, Texas 78634
Williamson County
Phone: (512) 759-4031

Owner
John S. Avery, Trustee et al.
400 East Main Street
Round Rock, Texas 78664
Williamson County
Phone: (512)255-5288

7. Force Majeure. Owner and the City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike or inclement weather.

8. Conveyance of Property. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.

9. Continuity. This Agreement shall run with the Property and be binding on all successors and grantees of Owner.

10. Survival after Termination. This Agreement shall survive termination to the extent necessary to allow the City to implement the provisions of Section 4, above.

11. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the County and Owner, respectively.

SIGNED as of this 23rd day of April, 2012.

CITY OF HUTTO, TEXAS

David Mitchell
Interim City Manager, City of Hutto, Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 23rd day of April, 2012, by David Mitchell, Interim City Manager, City of Hutto, Texas.

Seal

YVETTE K. BUELNA-GLOVER NOTARY PUBLIC STATE OF TEXAS EXPIRES 10-28-2013

Notary Public, State of Texas

John S. Avery, individually and as Trustee of the John S. Avery Exempt Trust

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 9 day of April, 2012, by John S. Avery, individually and as Trustee of the John S. Avery Exempt Trust.

Seal

TERRI WOODMANCY MY COMMISSION EXPIRES March 27, 2013

Notary Public, State of Texas

Charles N. Avery, III, individually and as Trustee of the Charles N. Avery, III Exempt Trust

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 9 day of April, 2012, by Charles N. Avery, III, individually and as Trustee of the Charles N. Avery, III Exempt Trust.

Seal

TERRI WOODMANCY
MY COMMISSION EXPIRES
March 27, 2013

Terri Woodmancy
Notary Public, State of Texas

A. Nelson Avery
A. Nelson Avery, individually and as Trustee of the A. Nelson Avery Exempt Trust

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 28 day of March, 2012, by A. Nelson Avery, individually and as Trustee of the A. Nelson Avery Exempt Trust.

Seal

VICKI M. BARBER
MY COMMISSION EXPIRES
April 7, 2012

Vicki M. Barber
Notary Public, State of Texas

_____
Lucille Christina Avery Fell, individually and as Trustee of the Lucille Christina Avery Fell Exempt Trust

THE STATE OF TEXAS }

COUNTY OF _____ }

This instrument was acknowledged before me on the _____ day of _____, 2012, by Lucille Christina Avery Fell, individually and as Trustee of the Lucille Christina Avery Fell Exempt Trust.

Seal

_____
Notary Public, State of Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the _____ day of _____, 2012, by Charles N. Avery, III, individually and as Trustee of the Charles N. Avery, III Exempt Trust.

Seal

_____
Notary Public, State of Texas

_____
A. Nelson Avery, individually and as Trustee of the A. Nelson Avery Exempt Trust

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the _____ day of _____, 2012, by A. Nelson Avery, individually and as Trustee of the A. Nelson Avery Exempt Trust.

Seal

_____
Notary Public, State of Texas

Lucille Christina Avery Fell
Lucille Christina Avery Fell, individually and as Trustee of the Lucille Christina Avery Fell Exempt Trust

THE STATE OF TEXAS }

COUNTY OF Bexar }

This instrument was acknowledged before me on the 2nd day of April, 2012, by Lucille Christina Avery Fell, individually and as Trustee of the Lucille Christina Avery Fell Exempt Trust.

Seal

KAYE WESTMORELAND
Notary Public
STATE OF TEXAS
My Comm. Exp. 06-13-2015

Kaye Westmoreland
Notary Public, State of Texas

EXHIBIT "A"

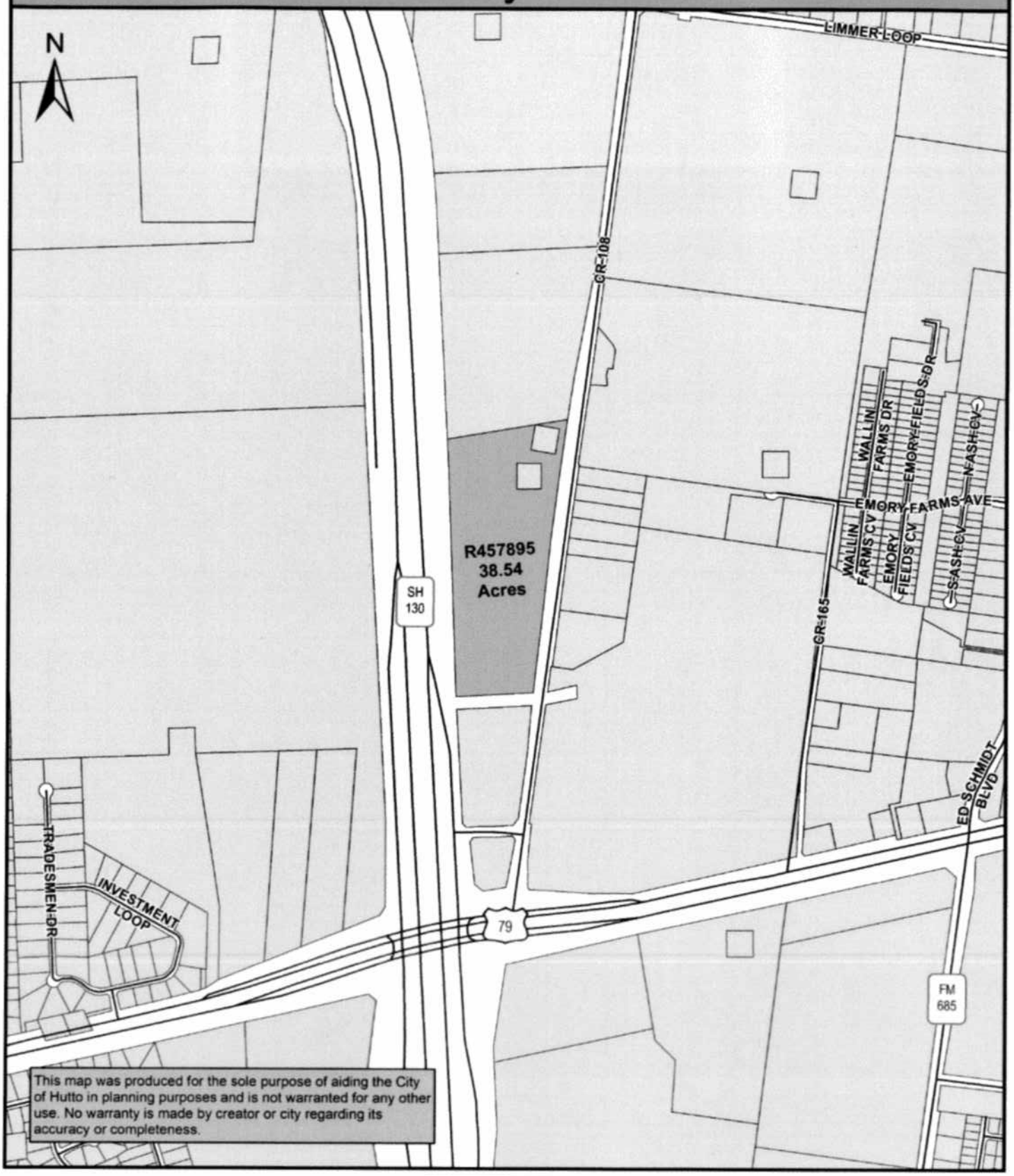
LEGAL DESCRIPTION:

AVERY 3C (R457895):

38.54 ACRES, MORE OR LESS, OF LAND, SITUATED IN THE ROBERT MCNUTT SURVEY, ABSTRACT NO. 422, IN WILLIAMSON COUNTY, TEXAS, SAID LAND BEING A PORTION OF THAT CERTAIN FIRST TRACT, CALLED 180.0 ACRES, AS CONVEYED TO ANDREW J. NELSON BY DEED AS RECORDED IN VOLUME 24, PAGE 419, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A PORTION OF THAT CERTAIN TRACT OF LAND, CALLED 218 1/10 ACRES, AS CONVEYED TO MRS. HEDWIG NELSON BY DEED AS RECORDED IN VOLUME 85, PAGE 566, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.

Avery 3 C

EXHIBIT "A"



Map Document: (K:\SITE LOCATION MAPS\2012 Site Location Maps\Annexation_Maps\Avery_3_C.mxd)
1/24/2012 -- 4:19:22 PM

City of Hutto GIS DIVISION

0 625 1,250 2,500 Feet

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2012058574

Nancy E. Rister

07/25/2012 11:37 AM

MARIA $44.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS

MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF HUTTO, TEXAS
AND 2120HUTTO, LLC

19.7803 acres, more or less, of land, out of the Robert McNutt Survey, Abstract No. 422, in Williamson County, Texas.

This Municipal Services Agreement ("Agreement") is entered into on _____ day of _____, 2024 by and between the City of Hutto, Texas, a home-rule municipality of the State of Texas ("City") and John Avery, Jr. (referred to as the "Owner").

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

FIRE

Existing Services: Williamson County Emergency Service District #3

Services to be Provided:

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

POLICE

Existing Services: Williamson County Sheriff's Department

Services to be Provided:

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

BUILDING INSPECTION

Existing Services: None

Services to be Provided:

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

PLANNING AND ZONING

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

Services to be Provided:

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

LIBRARY

Existing Services: None

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

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

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

STREET MAINTENANCE
Existing Services: Williamson County

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

STORM WATER MANAGEMENT
Existing Services: Williamson County Flood Plain Administrator

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

STREET LIGHTING
Existing Services: Oncor Electric Delivery

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

TRAFFIC ENGINEERING
Existing Services: None

Services to be Provided:

The City of Hutto, through its appropriate departments, will be able to provide any necessary additional traffic control devices after the effective date of annexation, if warranted with an approved Traffic Impact Analysis.

SOLID WASTE SERVICES
Existing Services: None

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

PARKS AND TRAILS
Existing Service: None

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

MISCELLANEOUS
Existing Services: None

Services to be Provided:
All other applicable municipal services will be provided to the area in accordance with the City of Hutto's established policies governing the extension of municipal services to newly-annexed areas. NOTE: Capital improvements necessary to provide sufficient municipal services for the annexed area may be required. Costs associated with the extension of utility service lines, traffic improvements, drainage improvements, or other facilities necessary to serve the development will be borne by Owner and/or developers.

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

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

WATER SERVICE
Existing Services: None

Services to be Provided:

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

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided:

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

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

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

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

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

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

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

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

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

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

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

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

If to Owner, to: John Avery, Jr.
2803 Pecos Street
Austin, Texas 78703

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

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

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

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

18. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the

parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

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

CITY OF HUTTO, TEXAS

By: _____
James R. Earp, City Manager

Date: _____

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of _____, 2024.

_____
Notary Public in and for the State of Texas

[Owners' signatures on following pages.]

OWNER: John S. Avery, Jr.

By: _____
John S. Avery, Jr.

Date: _____

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2024.

_____
Notary Public in and for the State of Texas

Mayor
Mike Snyder

Mayor Pro Tem
Peter Gordon

Council Members
Brian Thompson, Place 1
Dan Thornton, Place 2
Randal Clark, Place 3
Peter Gordon, Place 4
Dana Wilcott, Place 5
Amberley Kolar, Place 6

City Manager
James R Earp, CPM

March 25, 2024
Ms. Jennifer Franklin, PE
10801 N. Mopac Expy
Bldg. 3, Ste 200
Austin TX, 78759

RE: 35.8 Acre Innovation Blvd Tract
Service Extension Request – Water and Wastewater Utilities

Dear Ms. Franklin,

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

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

As noted on the application this SER response is only valid for 180 days unless a development application has been approved by the Development Services Department. Once any approved development application expires the SER expires on that same date. Additionally, the application indicates that all Water LUEs to be reserved by this SER require the payment of a non-refundable LUE reservation fee. This fee must be paid within 60 days of City Council's approval of the annexation agreement. LUEs may be reserved one year at a time for a maximum of three years. Upon the third anniversary the LUE reservation expires the remaining LUEs are then available to the next SER that applies and is approved.

We appreciate your patience as we are working to address the needs of your development while planning for future growth. Please feel free to contact us at (512) 759-4933 or email Roxanne.Flores@HuttoTX.gov with any questions.

Sincerely,

Matt Rector
City Engineer

Attachments:
SER Application

Project Understanding

It is understood that this project will consist of two phases of commercial development. The first phase will be 88,415 square feet of space using a peak hour flow of 18.8 gallons per minute (GPM) of water, a peak day flow of 11 GPM of water, and producing a peak wet weather flow (PWWF) of 36.9 GPM of wastewater. The second phase will consist of 65,000 square feet of space using a peak hour flow of 13.8 GPM, a peak day flow of 8.1 GPM, and producing a PWWF of 24.7 GPM in wastewater. So, the ultimate build out of the project would consist of 153,415 square feet of building using 32.6 GPM of peak hour water, 19.1 GPM of peak day water, and producing 61.6 GPM of PWWF wastewater. The anticipated fire flow is 1563 GPM for the first phase, 1313 for the second phase, and 1876 GPM for the total project. The water data is reflected below in Table 1.

Table 1

Category	Data Provided
Living Unit Equivalent (LUE)	
Estimated Population	
Average Day Water Demand	
Peak Day Water Demand	19.1
Peak Hour water Demand	32.6
Fire Flow	1876

The wastewater data is reflected below in Table 2.

Table 2

Category	Data Provided
Living Unit Equivalent (LUE)	
Retail Space	153,415
Peak Wet Weather Flow (PWWF)	61.6

Per the Living Unit Equivalent Table for the City of Hutto a retail development comprised of 153,415 square feet of retail/commercial space generates 1 LUE per every 1,660 square feet. For this project that equates to 92.4 LUEs. The calculations based on this are shown in Table 3.

Table 3

Category	Data Provided
Square Feet of Commercial/Retail	153,415
Square feet per LUE	1,660
LUEs	92.4
Estimated population (3.5 people per LUE)	323.5
Average Day Water Demand (200 gallons/person/day)	44.9
Peak Day Water Demand (530 gallons/person/day)	112.3
Peak Hour water Demand (900 Gallons/person/day)	202.2
Peak Wet Weather Flow (PWWF)	62.9

The approximate project location is shown below in Figure 1.



Figure 1

As shown in the aerial imagery below in Figure 2 the area is bound by Innovation Boulevard on the east, state highway (SH) 130 on the west an undeveloped parcel to the north and undeveloped parcels to the south.



Figure 2

System Requirements

Per the Hutto Utility Criteria manual all developments must extend utilities to their development as well as to the boundaries of their development for orderly future development. So, the utility system should be designed such that water and wastewater services are available to the adjacent parcels as described in this report.

The project will be required to construct at least an 8-inch wastewater line with a slope greater than 0.5% to the undeveloped land north to provide for the orderly future development and construct at least an 8-inch wastewater line under Innovation Boulevard and connecting to the existing 24-inch line that runs through adjacent to the creek. This is shown in Figure 3.



Figure 3

Additional projects that are needed to facilitate service for this project are the decommissioning of the Enclave Lift Station, Construction of the Brushy Creek Interceptor, and expansion of the South Wastewater Treatment Plant. These projects and the responsibility are shown below in Table 4.

Table 4

Project Description	Design and Construction Responsibility	Funding Responsibility	Estimated Completion
Construct an 8" gravity sewer from the northern property line to the 24" gravity sewer on the opposite side of Innovation Boulevard	Developer	Developer	Developer
Construction of Brush Creek Interceptor	City	City	Unknown
Decommissioning of Enclave Lift Station	City	City	Unknown
Expansion of the South WWTP	City	City	Fall 2027

Per the City of Hutto Utility Criteria manual lines 16 inches and larger are considered transmission mains. Furthermore, the manual prohibits individual meter services from transmission lines. As a result, the project will be required to

create an 8-inch water loop around or within the project that includes stubs to the north and south for future connections. This is shown in Figure 4 below.



Figure 4

Additional projects that are needed to facilitate water service for this project are securing of additional water supply, completion of the Frame Switch pump station, completion of the Frame Switch distribution lines, completion of the Megasite water lines, and completion of the Northwest Transmission line. All of the water project required in order to provide service to this project are shown in Table.

Project Description	Design and Construction Responsibility	Funding Responsibility	Estimated Completion
Construct an 8" water connections and internal loop	Developer	Developer	Developer
Secure additional water supply	City	City	Summer 2025
Frame Switch Pump Station	City	City	Summer 2024
Frame Switch Distribution Lines	City	City	Summer 2024
Megasite Water Lines	City	City	Fall 2024
Northwest Transmission Lines	City	City	Winter 2024

Engineering Department
500 West Live Oak • Hutto, TX 78634 • Phone: (512) 759-4933
E-Mail: Roxanne.Flores@huttotx.gov

Service Extension Request Application and Submittal Checklist

PROJECT NAME: 35.8-Acre Innovation Blvd. Tract

APPLICANT INFORMATION

Name: Jennifer Franklin, P.E.

Company Name: Pape-Dawson Consulting Engineers, LLC

Address: 10801 N. Mopac Expy., Bldg. 3, Ste. 200

Phone: (512) 454-8711 Email: jfranklin@pape-dawson.com

PROPERTY OWNER INFORMATION

Name: John S. Avery Jr.

Company Name: JOHN S AVERY JR 2020 INVESTMENT TRUST & BDF 2023 GIFT TRUST ET AL

Address: 2803 Pecos St. Austin, TX 78703

Phone: (512) 751-0505 Email: johnavery@pioneerdevelopment.com

PROPERTY INFORMATION

Legal Description: Acres/Survey/Abstract No. R623723, R623722, R457895

OR Lot_____ Block_____ Subdivision Name: _____

Total acreage 35.8 Percentage of acreage within city limits: 47.3 %

Water pressure zone: 801 Pressure Plane Wastewater drainage basin: Brushy Creek Basin

Water provider: City of Hutto Water CCN Wastewater provider: City of Hutto Wastewater CCN

TYPE OF SERVICE REQUESTED: ☒ WATER ☒ WASTEWATER

Proposed use:

☐ Single family: # of units: _____ ☐ Duplex/Triplex/Fourplex: # of units: _____

☐ Multifamily: # of units: _____ ☐ Office: # square feet: _____

☒ Retail/Commercial: # square feet: 88,415 SF (Ph 1) / 65,000 SF (Ph 2)

Water utility requirements: Peak Hour: 18.8/13.8 gpm; Peak Day 11/8.1 gpm

Highest fire flow requirements: 1563/1313 gpm for 2 hours at 20 psi.

Fire sprinkler system flow rates: _____ gpm for _____ hours at _____ minimum residual pressure.

Wastewater utility capacity requirements (peak wet weather flows with I & I): 36.9/24.7 gpm.

Requested city cost participation for water improvements: $_____ based on total construction cost of $ _____

Highest elevation on the land to be served by the Service Extension Request (SER): 692.00' above mean sea level.

Lowest elevation on the land to be served by the Service Extension Request (SER): 658.00' above mean sea level.

REQUIRED FOR SUBMITTAL

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

- ☑ Complete, signed application
- ☑ Applicant has coordinated with staff on submittal requirements
- ☑ Proof of ownership (copy of deed)
- ☑ All required fees may be provided by cash, credit card or check made payable to: City of Hutto
- ☑ Letter describing the proposed development
- ☑ Field notes and sketch of property by a registered professional land surveyor on (1) 8½" x 11"

CONDITIONS OF APPROVAL

- ☑ The level of service approved by this document does not imply commitment for land use.
- ☑ Service extension approvals automatically expire 180 days after the date of issuance unless a development application has been approved by the Development Services Department. Once an approved development application expires the service extension approval expires on the same date.
- ☑ LUEs shall be prepaid to reserve the capacity. The payment is required within 60 days of SER approval per R-2024-012.
- ☑ Service extension requests are subject to the guidelines established in the Hutto City Code of Ordinances.
- ☑ Construction of all service extensions are subject to all utility guidelines and planning ordinances.
- ☑ If requested, the proposed improvements will be dedicated to the City of Hutto for ownership, operation, and maintenance.

PROPERTY OWNER CONSENT/AGENT AUTHORIZATION

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

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

Property Owner Signature	John Avery Jr Property Owner Printed Name	2/4/24 Date

THE STATE OF TEXAS

COUNTY OF Williamson

Before me, the undersigned authority, on this day personally appeared John Avery Jr, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 4th day of February, 2024 A.D.

Notary Public Signature	Melissa Romero Notary Public Printed Name

(Seal)

MELISSA ARMSTRONG ROMERO
NOTARY PUBLIC
ID# 133825182
State of Texas
Comm. Exp. 06-22-2026

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

AGENDA ITEM REPORT
11.1.

To:	City Council
Subject:	Consideration and possible action on Ordinance O-2024-036 to approve a budget amendment for the FY24 Hutto Economic Development Corporation budget in the amount of $3,750 for incentives management software (Cheney Gamboa)
Meeting:	Thursday, July 11, 2024
Department:	Economic Development /
Staff Contact:	Cheney Gamboa

BACKGROUND INFORMATION:

At their meeting on June 17, 2024 the Hutto Economic Development Corporation Board of Directors unanimously approved a budget amendment to purchase incentives management software from CivicServe (HEDC item 7.7 in Minutes attached). The contract is prorated for the remainder of FY24 so it can be implemented immediately, while staff is performing an incentive audit to ensure all active incentive agreements are in compliance, to be completed by end of FY24 (9/30/24). CivicServe was selected due to its more complete and robust end-to-end process oversight, including an additional interface wherein businesses can upload required documents to satisfy their reporting requirements for continued compliance with their respective incentive(s). This will create efficiencies in both Economic Development and Finance departments for more complete incentives oversight and compliance moving forward. The software will be used to manage the following incentives and financing programs: Sales and Property tax reimbursements, Sales and Property Tax abatements, Tax Increment Reinvestment Zones and associated project and financing plans. The annual cost for CivicServe is $15,000; which was negotiated down from an initial cost of $25,000 plus an additional $2,000 initial set up fee, which has also been negotiated into the $15,000 cost. This is included in the FY25 Budget for the HEDC and was approved by the Board at their meeting on May 28, 2024 and is pending City Council approval per the budget process.
This request and associated contract negotiation supports the strategic pillars 1) Collaborate for operational excellence & efficiency and 2) Maintain financial stability.

SUMMARY OF REQUEST:

Request approval as presented.

STAFF REVIEW:

FISCAL NOTES:

AGENDA ITEM REPORT
11.1.

This budget amendment is requesting a transfer of $3,750 from Professional Services (35-500-008-6405) to Business Program Administration (35-500-008-6417). There are sufficient funds available in the professional services line item to accommodate this request. The net effect of this amendment on fund balance is zero.

ATTACHMENTS:

1. HEDC 6.17.24 Meeting Minutes-for sig
2. Hutto EDC-CivicServe 3m contract-HEDC signed
3. HEDC Budget Amendment - Exhibit A

City of Hutto

Minutes

Economic Development Corp. Type A and Type B

Board of Directors Meeting

Monday, June 17, 2024 at 6:30 PM

City Council Chambers

1. CALL SESSION TO ORDER

Meeting called to order at 6:41pm

2. ROLL CALL

Board Member Minton, Board Member Thompson, & Board Member Owens absent. All others present.

2.1. Don Carlson, Chairman
Shawn Lucas, Vice Chairman
Erin Clancy, Secretary
Marcus Coleman, Treasurer
Matthew Minton, Board Member
Brian Thompson, Board Member
Terrence Owens, Board Member

3. PLEDGE OF ALLEGIANCE

4. 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 Hutto Economic Development Corporation Type A and the Hutto Economic Development Corporation Type B on agenda issues and on agenda issues (i.e., Corporation 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) 759-4913 during business hours. Each person providing public comment will be limited to 3 minutes. (Note: The Texas Open Meetings Act, Texas Government Code, Chapter 551, prohibits governing bodies from a full discussion, debating, or considering subjects for which public notice has not been given on the agenda. Issues that cannot be referred to the Corporation Staff for action may be placed on the agenda of a future meeting.)

None.

5. ECONOMIC DIRECTOR'S REPORT

No action.

5.1. Staff will provide updates on critical projects including the Megasite, Spine Road Construction Project, Cottonwood Properties Master Planning, City staffing updates in the Economic Development Department, Williamson County Economic Development Partnership, event recaps, upcoming events and deadlines, and budget preparation and implementation.

6. PRESENTATIONS

None.

7. AGENDA ITEMS

Item 7.2 was pulled up to first item and item 7.1 was pulled up to be the second agenda item.

7.1. Discuss and consider action on a Communications and Marketing strategy for the Corporation.

No action.

Discussion: David Amsler, Director of Strategic Operations, provided an overview of recent communications deliverables and successes in support of HEDC messaging and projects. A focus on videos, graphics and campaign planning for the coming year with the biggest area of opportunity being educating the public and stakeholders on Economic Development including defining Economic Development and communicating initiatives and the "why" behind projects and actions; also suggested a Pulse Survey for Economic Development, similar to one recently done for the Parks Department.

Feedback from the Board: Treasurer Coleman commented that he liked the recent "Thrive" video because it was short and showed a variety of stakeholder engagement and value-add, he would like to see some differentiation from the City and efforts to build confidence and competence; he would also like to have more involvement from the Board regarding initiatives and messaging.

7.2. Discuss and consider action regarding the recommended drainage design update for the Megasite Spine Road Project.

Motion by Vice Chair Lucas to proceed with drainage design alternative 2. Seconded by Chair Carlson. Passed 4-0.

7.3. Discuss and consider action to approve the Corporate Financial statements for April 2024 and May 2024.

No action.

7.4. Discuss and consider action to approve the Corporation's Minutes from their meetings on April 8, 2024; May 13, 2024 and Special Called Meeting on May 28, 2024.

Motion by Treasurer Coleman to approve as presented. Seconded by Vice Chair Lucas. Passed 4-0.

7.5. Discuss and consider action regarding Resolution R-2024-110 to approve the first amendment to the Economic Development Performance Agreement (EDPA) for Project V.

Motion by Secretary Clancy to approve as presented and authorizing the chair to execute the agreement; providing for repeal; providing for severability and providing an effective date. Seconded by Vice Chair Lucas. Passed 4-0.

7.6. Discuss and consider action regarding the submission of a letter of support to the Planning and Zoning Commission for the proposed lot size variance for a Panera Bread planned to locate in Hanson's Corner shopping center.

Motion by Vice Chair Lucas to approve as presented and send an additional letter of support to the Zoning Board of Adjustments. Seconded by Chair Carlson. Passed 4-0.

7.7. Discuss and consider action regarding a proposed budget amendment for the Corporation's Fiscal Year 2024 Budget to reallocate funds to secure a three-month contract for Incentives Management Software from CivicServe in the amount of $3,750

and authorize the Chair to execute the contract contract and all associated documents in a form approved by counsel.

Motion by Vice Chair Lucas to approve the reallocation of $3,750.00 for the three-month contract with Civic Serve for incentives management software. Seconded by Chair Carlson. Passed 4-0.

8. EXECUTIVE SESSION

The Board will now recess the open meeting and reconvene in executive session pursuant to Texas Government Code Section 551.071 (Attorney Consultation), 551.087 (Economic Development), and 551.072 (Real Property) to deliberate and seek legal advice regarding Spine Road Construction Project, the Megasite project, Project Titan, Project Sequel, Project Fe, Project V, Project NQ2, the farm lease at the Megasite, the planning and development of the Cottonwood Properties, CR132/Hwy 79 Overpass Project, financial obligations to the City of Hutto, and the evaluation of available corporate funds for incentives.

Recessed to Executive Session at 7:45pm
Convened in Executive Session at 7:49pm
Recessed Executive Session at 8:02pm to replace batteries in the recording device
Reconvened Executive Session at 8:04pm
Exited Executive Session at 9:05pm
Reconvened Public Session at 9:07pm
No action in Executive Session

9. ACTION RELATIVE TO EXECUTIVE SESSION

9.1. Discuss and consider action regarding any item discussed in Executive Session.

No action.

10. FUTURE AGENDA ITEMS

Finance will bring a proposal for a Sweep Account at Wells Fargo to a future meeting, targeting July/August.
Secretary Clancy requested an item regarding an incentive program/policy
Board discussion and direction to include a running list of "Future Agenda Items" with the Meeting Documents sent ahead of each Board meeting to better track the items and progress.

11. ADJOURNMENT

Meeting adjourned at 9:11pm.

12. CERTIFICATION

_____
Don Carlson, Chairman

_____
Erin Clancy, Secretary

CIVICSERVE MASTER SERVICES AGREEMENT

THIS MASTER SERVICE(S) AGREEMENT (the "**Agreement**") is entered into and is effective as of **July 1, 2024 ("Effective Date") by and** between CivicServe, Inc. ("**CivicServe**") with its principal place of business at 207 W Jefferson Street Suite 501 Bloomington, IL 61701, and Hutto Economic Development Corporation, Type B with its principal place of business at 500 W Live Oak Street, Hutto, TX 78634 ("**Customer**"). The parties referenced above, intending to be legally bound, agree as follows:

1. CIVICSERVE DELIVERY OF SERVICE(S):
CivicServe grants Customer a non-exclusive, non-transferable, limited license to access and use the CivicServe Service(s) on the Authorized Website(s) identified in the attached Schedule A in consideration of the fees and terms described in Schedule A. This Agreement will also govern all additional Schedules for Service(s).

2. CUSTOMER RESPONSIBILITIES:
Customer acknowledges it is receiving only a limited license to use the Service(s) and related documentation, if any, and shall obtain no title, ownership nor any other rights in or to the Service(s) and related documentation, all of which title and rights shall remain with CivicServe. However, Customer will retain ownership of all its data in the system.

Customer agrees that (1) this license is limited to applications for its own use and may not lease or rent the Service(s) nor offer its use for others; (2) CivicServe is not responsible for content placed into the Service(s); (3) that the Service(s) will not be used to capture confidential information of any kind such as social security numbers; or bank account information and, (4) that it will maintain the Authorized Website(s) identified in Schedule A, provide CivicServe with all information reasonably necessary to setup or establish the Service(s) on Customer's behalf, and allow a "Powered by CivicServe" logo with a hyperlink to CivicServe's website home page on the Authorized Website.

3. SERVICE(S) LEVELS:
CivicServe will use commercially reasonable efforts to backup and keep the Service(s) and Authorized Website(s) in operation consistent with applicable industry standards and will respond to customers' requests for support during normal business hours.

THE SERVICE(S) ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICE(S) IS AT ITS OWN RISK. CIVICSERVE DOES NOT WARRANT THAT THE SERVICE(S) WILL BE UNINTERRUPTED OR ERROR-FREE OR UNAFFECTED BY FORCE MAJEURE EVENTS.

4. WARRANTY AND LIABILITY:
CIVICSERVE MAKES NO REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS OTHERWISE STATED HEREIN OF THE SERVICE(S) AND SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, DATA LOSS AND BUSINESS INTERRUPTION, AND THE PARTIES AGREE THAT THE ONLY REMEDIES THAT SHALL BE AVAILABLE TO CUSTOMER UNDER THIS AGREEMENT SHALL BE THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. CIVICSERVE'S LIABILITY UNDER ALL CIRCUMSTANCES INVOLVED HEREIN IS EXPRESSLY LIMITED TO THE AMOUNT RECEIVED BY CIVICSERVE UNDER THIS AGREEMENT.

5. TERMINATION:
Customer may immediately terminate this Agreement without cause through July 15, 2024 with no penalty. After July, 15, 2024 either party may terminate this agreement without cause if the terminating party gives the other party sixty (60) days written notice prior to termination. Should Customer terminate without cause after the first date of the then current term as defined in the attached Schedule(s), Customer must pay the balance of the current contracted term and this payment obligation will immediately become due.

CivicServe may terminate service(s) if payments are not received by CivicServe as specified in Schedule A and any subsequent Schedule(s). All monies associated to the current term will be due immediately.

Upon any termination, CivicServe will discontinue Service(s) under this Agreement; CivicServe will provide Customer with an electronic copy of all of Customer's data, if requested and for a cost of no more than $2,500; and, provisions of this Agreement regarding Ownership, Liability, Confidentiality and Miscellaneous will continue to survive.

6. ACCEPTABLE USE:
Customer represents and warrants that the Service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, policies, terms and procedures. CivicServe may, upon misuse of the Service(s), request Customer to terminate access to any individual and Customer agrees to promptly comply with such request unless such misuse is corrected.

7. SERVICE INITIATION:
Customer agrees to perform all customer activities as stated on Schedule A.

8. CONFIDENTIALITY:
Each party hereby agrees to maintain the confidentiality of the other party's confidential and proprietary materials and information, including but not limited to, all information, knowledge, or data not generally available to the public, which is acquired in connection with this Agreement, unless disclosure is required by law. Each party hereby agrees not to copy, duplicate, or transcribe any confidential documents of the other party except as required in connection with their performance under this Agreement. Customer acknowledges that the Service(s) contain valuable trade secrets, which are the sole property of CivicServe, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets or have unauthorized access to the Service(s). CivicServe will use reasonable efforts to ensure that any CivicServe contractors maintain the confidentiality of proprietary materials and information.

9. MISCELLANEOUS PROVISIONS:
This Agreement will be governed by and construed in accordance with the laws of the State of Texas, exclusive of conflict of law provisions. Venue of any suit brought under this Agreement shall be in a court of competent jurisdiction located in Williamson County, Texas. CivicServe may not assign its rights and obligations under this Agreement, in whole or part, without prior written consent of Customer, which consent will not be unreasonably withheld. CivicServe agrees to comply with Open Records laws as they apply to Customer. CivicServe, at its discretion, may inform through conversations, website, or social media platforms that Customer is using CivicServe's platform.

10. ACCEPTANCE:
Authorized representatives of Customer and CivicServe have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the Effective Date.

Customer: Hutto Economic Development Corporation, Type B

Signature: _____

Print Name: Don Carlson

Title: Chairman Date: 6/20/24

CivicServe, Inc.

Signature: _____

Print Name: _____

Title: _____ Date: _____

CIVICSERVE MASTER SERVICES AGREEMENT

SCHEDULE A

Item	Details		
CivicServe's Program Management Public Portals	Web Portals allow developers, business owners, and the public to review information, create requests for review, register as an interested party, apply for staff consideration, upload documents, submit project compliance data, submit KPIs for the Customer's Economic Development programs outlined below. There is no limit to the number of users on CivicServe's platform.		
CivicServe's Administration Portals	CivicServe's Administration Management Service platform digitizes the Customer's projects in the programs listed below to capture data for scoring, review, approval/denial, automated tracking, obligation compliance, contact management, and reporting throughout the project lifecycle. There is no limit to the number of Customer users on CivicServe's platform.		
Incentive Programs	CivicServe's platform will support the following incentive programs for Customer (Modules not checked may be purchased at a future date): ☒ Abatements ☐ Community Improvement Districts ☒ Economic Development Loans ☐ Payment in Lieu of Taxes (PILOT) ☒ Tax Increment Financing (TIF) Districts ☐ Business Development Districts ☒ Economic Development Grants ☐ Enterprise Zones ☐ Special Service Areas ☒ Tourism Development Districts		
Additional Modules	CivicServe's platform will support the following add-ons for Customer (Modules not checked may be purchased at a future date): ☐ Business Engagement Surveying ☐ Vacant and Available Properties ☐ Specialty Business Certification ☐ Other/Custom:		
Implementation	**Customer** agrees to the following: (1) Participate in a 1-hour Implementation Kickoff Meeting with **CivicServe** within 7 days of the **Effective Date;** (2) Provide access to all program, project, contact, parcel and other items outlined during Implementation Kickoff Meeting information within 15 days of the **Effective Date;** (3) Make accessible any requested data sources or integrations within 15 days of the **Effective Date**; (4) Make available necessary **Customer** team members during weekly, 1-hour virtual update sessions throughout the implementation process. **CivicServe's Implementation and Service team will enter up to a total of 40 projects into platform.**		
Training and Support	Services to support Customer upon conclusion of Implementation include: (1) Two annual, 1-Hour virtual training sessions; (2) ongoing access to CivicServe Help Desk via Support@CivicServe.com; and (3) ongoing access to digital training materials		
Software Subscription Fee	**Software Subscription Fees** Services as described in Schedule A	**Annual Subscription List Fee:** **Early Adopter Discount:** **Total Discounted Annual Subscription Fee:** *****Valid if Agreement signed on or before June 30, 2024**	**$25,000** **($10,000)** **$15,000**
One-Time Implementation Fee	**Implementation Type** Standard software implementation	**Implementation List Fee:** **Early Adopter Discount:** **Total Discounted Implementation Fee:** *****Valid if Agreement signed on or before June 30, 2024**	**$2,000** **($2,000)** **Waived**
Subscription Term	**July 1, 2024 through September 30, 2025** **This Schedule A will automatically renew for additional twelve (12) month terms (renewal terms) unless a party gives at least sixty (60) days' written notice of its intent to not renew prior to the expiration of the then-current term. The initial term and any renewal terms prior to expiration or termination of this Agreement are collectively referred to as the "Term".**		
Payment Terms	**Customer agrees to be billed and to pay CivicServe for all service, subscription, and license fees in accordance with this Agreement and Schedule A. Customer will be billed on July 1, 2024 for a prorated 2024 fiscal year (July 1, 2024 through September 30, 2024) of three (3) months of service ($3,750) and will be billed for the remaining twelve (12) months of service ($15,000) on October 1, 2024. Renewal terms will be billed to the Customer on an annual basis on October 1st of each year. Customer shall pay CivicServe's invoices NET 30.** This secures site, servers, and resources necessary to begin project. If payment is not received in accordance with the Payment Terms, **CivicServe** has the right to suspend all services. Furthermore, invoices accrue 1% per month past due and **Customer** is responsible for all costs, including attorney fees, for the collection of invoices. Renewal terms will not increase by more than eight (8) percent annually. Remit payments to **CivicServe Accounts Receivable**, 207 W Jefferson Street Suite 501 Bloomington, IL 61701.		
Data	**Customer** data is owned by the customer. All document storage is via a standard storage account provisioned by **CivicServe.** 500GB of storage is included in the fees set forth above, with every additional 100GB of storage being assessed a fee of $20/month. Additionally, 500GB per month of document attachment retrieval is included. **CivicServe** will advise the **Customer** upon reaching the range of 85-90% of the allotted storage amount. At said time **Customer** may elect to transfer and delete files or agree to incur future data storage fees as outlined herein.		

ORDINANCE NO. O-2024-036

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, AMENDING THE APPROPRIATIONS FOR THE SUPPORT OF THE HUTTO ECONOMIC DEVELOPMENT CORPORATION TYPE B, DBA COMMUNITY DEVELOPMENT CORPORATION, FOR THE FISCAL YEAR OF OCTOBER 1, 2023, THROUGH SEPTEMBER 30, 2024; PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, OPEN MEETING CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the Hutto Economic Development Corporation budget for the fiscal year October 1, 2023, through September 30, 2024, was duly presented to the City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR 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 appropriations for the fiscal year beginning October 1, 2023, and ending September 30, 2024, for the support of the Hutto Economic Development Corporation, shall be amended as shown in **Exhibit A.**

SECTION 3. The amendment, as shown in words and figures in **Exhibit A,** is hereby approved by the City Council in all aspects and adopted as an amendment to the Hutto Economic Development Corporation budget for the fiscal year October 1, 2023, through September 30, 2024.

SECTION 4. A copy of the amended budget shall be placed in the office of the Williamson County Clerk as required by Texas Local Government Code Section 102.011.

SECTION 5. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If a court of competent jurisdiction to be invalid shall adjudge any provision of this Ordinance, the invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 6. All ordinances or parts of ordinances and sections of the City Code of Ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. The City Secretary shall publish this ordinance on the City's website and shall publish the approval of this ordinance by the City Council shall be in the City Council minutes.

SECTION 8. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION 9. Pursuant to Section 3.13 of the Hutto City Charter, this Ordinance is adopted and enacted.

SECTION 10. This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the Hutto City Charter, the Hutto Code of Ordinances and the laws of the State of Texas.

CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Laura Hallmark, City Secretary

EXHIBIT A

Budget Amendments

7/11/2024

Hutto Economic Development Corporation

Department / Description	Account Code	Original Budget	Proposed Budget Amendment	Revised Budget	Notes
Business Program Administration	**35-500-008-6417**	$ 7,500.00	$ 3,750.00	$ 11,250.00	Reallocate funds to fund a 3-month contract
Professional Services	**35-500-008-6405**	$ 50,012.00	$ (3,750.00)	$ 46,262.00	with Civic Serve for incentive management software

AGENDA ITEM REPORT
12.1.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2024-130 adopting the Athletic Fields Study (Matt Rector and Jeff White)
Meeting:	Thursday, July 11, 2024
Department:	Community Services /
Staff Contact:	Jeff White

BACKGROUND INFORMATION:

Staff is recommending adoption of the Athletic Fields Study as presented.

Introduction
The Athletic Fields Study was approved by the City Council as part of the Fiscal Year 2024 budget. The primary objective of the study is to assess the feasibility of developing new athletic facilities in the area to meet the growing demand for sports and recreational spaces. MHS Design was selected as the vendor responsible for conducting the study following a competitive selection process.

Stakeholders
Key external stakeholders involved in this initiative include the Hutto Independent School District (ISD), Hutto Economic Development Corporation (EDC), non-profits, and youth sports associations. These stakeholders will provide valuable input and insights to ensure the study meets the community's needs. Internally, various city departments are collaborating on this project. The Parks and Recreation Department is the lead coordinator, the Engineering Department is providing technical expertise, and the Economic Development and Development Services Departments are contributing insights on economic impact and planning considerations.

Project Timeline
The project timeline began with an initial presentation at the March Parks Board meeting, followed by further discussion at an April 7 Council Work Session. In response to the feedback shared by the City Council at the April 7 Work Session: 1) MHS Design met with Hutto Youth Football and Cheer Association to get a list of their future needs; 2) Reviewed the field dimensions; and 3) Met with the Hutto Economic Development Corporation (EDC) Board on May 13 to gather additional insights and explore future possibilities. This collaborative effort ensured that the study would align with the council's vision and address the community's needs effectively.

Project Completion
This project was completed under the proposed budget and ahead of the proposed timeline. The study has presented four options for implementation. Upon adoption, the next phase will involve deciding which option is best and exploring funding sources.

AGENDA ITEM REPORT
12.1.

Study Objectives and Outcomes

The Athletic Fields Study represents a collaborative effort between the city and its stakeholders to explore opportunities for enhancing athletic facilities within the community. The study aimed to identify potential locations, funding options, and design considerations to support the development of state-of-the-art athletic fields for residents of all ages, along with providing findings and recommendations for future needs. The study proposes four options for future fields:

- Option A: To fill immediate short-term needs, build 3 baseball fields and 1 softball field at the Cottonwood Properties (Page 48 in the study).
- Option B: Construct a sports complex to support the existing user groups, build 5 baseball fields, 2 softball fields, and 6 soccer fields (Page 50 in the study).
- Option C: Construct a sports complex to support the projected 5-year short-term need, constructing 6 baseball fields, 2 softball fields, 9 soccer fields, and 1 football field (Page 51 in the study).
- Option D: Construct a sports complex to support the projected population in the build-out with 9 baseball fields, 3 softball fields, 16 soccer fields, and 3 football fields (Page 52 in the study).

Strategic Alignment

This study aligns with our strategic pillars: sustainable growth, the highest quality of life, and fiscal responsibility.

SUMMARY OF REQUEST:

Adoption of the Athletic Fields Study as presented.

STAFF REVIEW:

FISCAL NOTES:

There is no fiscal impact associated with this agenda item.

ATTACHMENTS:

1. Field Study Resolution
2. Exhibit A: 2024 Draft Hutto Athletic Field Study Final

RESOLUTION NO. R-2024-xxxx

A RESOLUTION ADOPTING THE FINDINGS AND RECOMMENDATIONS OF THE 2024 ATHLETIC FIELDS STUDY FOR THE CITY OF HUTTO.

WHEREAS, the City of Hutto is committed to providing high-quality recreational facilities to its residents, and;

WHEREAS, the Athletic Fields Study has been completed, providing a detailed assessment of current conditions, usage patterns, and future needs, and;

WHEREAS, the study included extensive community engagement to gather input from residents, local sports leagues, and other stakeholders, and;

WHEREAS, the findings and recommendations from the study will guide the strategic planning and allocation of resources for the enhancement and expansion of athletic fields, and;

WHEREAS, adopting the study will enable the City to make informed decisions to meet the current and future recreational needs of the community.

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 City Council hereby adopts the 2024 Athletic Fields Study as attached hereto as Exhibit A of this resolution.

Section 3: The Parks and Recreation Department is authorized to implement the strategic plan outlined in the study, focusing on enhancing and expanding athletic fields to meet current and future demands.

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 11th day of July 2024 on vote of __AYES; ___NAYS; __ABSTENTIONS

City of Hutto, Texas

_____
Mike Snyder, Mayor

ATTEST:

_____
Laura Hallmark, City Secretary



CITY OF HUTTO

2024
Athletic Fields Study

MHS PLANNING & DESIGN

DRAFT 07.03.2024

2024
Athletic Fields Study

City of Hutto Team

Jeffrey White, *Director of Parks and Recreation*
Matt Rector, *City Engineer*
Patricia Davis, *Capital Improvement Engineering Manager*
Patrick Tate, *Parks Superintendent*
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Dallas, Texas, 75251

Acknowledgements

MHS Planning & Design, LLC would like to thank the **following** leaders and volunteers for their input in the development of this plan. A special thanks to the City Council, City Staff and invested citizens for their participation and input during the planning process.

City Admin and Council

Mike Snyder, *Mayor*
Peter Gordon, *Mayor Pro Tem, Council Place 4*
Brian Thompson, *Council Place 1*
Dan Thornton, *Council Place 2*
Randal Clark, *Council Place 3*
Evan Porterfield, *Council Place 5*
Amberley Kolar, *Council Place 6*
James R. Earp, *City Manager*
Matt Wojnowksi, *Assistant City Manager*
David Amsler, *Director of Strategic Operations*

Stakeholders

Brad Laplante, *Director of Hutto ISD Athletics*
Todd Corporon, *President of Hutto Youth Baseball & Softball Association*
Wesley Fetter, *Vice President of Hutto Youth Baseball & Softball Association*
Chris Antoniou, *Chief Operating Officer / Business Operations Sting Soccer*
Marcus Coleman, *Treasurer of the Hutto Economic Development Center*
Brent O'Hara, *Youth Sports Director Hutto Family YMCA*

Executive Summary

In 2023, the City of Hutto enlisted MHS Planning & Design to conduct a comprehensive evaluation of Hutto's athletic fields to identify deficiencies in youth and adult recreational fields. This effort was in line with the 2020 Parks and Recreation Master Plan, which highlighted the need for additional athletic facilities. The assessment extensively analyzed sports fields across the Hutto Parks System, taking stock of inventory, pinpointing improvement prospects, and establishing recommended options for youth and adult athletics' expansion. It is important to note that this assessment offers a broad overview of all City-owned athletic fields, and the recommendations provided are based on community needs and industry standards. Although this plan involved on-site analysis of the facilities, it did not include detailed site surveys, soil analysis, engineering design, or the formulation of final field design.

The Athletic Fields Study began with site specific inventories for each park, assessing field conditions and amenities such as concession/restroom facilities, bleachers, trash receptacles, etc. City staff provided details on park usage, size, and environmental data on floodways and floodplains. Interviews with key stakeholders including the Hutto Independent School District (HISD), local sports organizations, the Hutto Economic Development Corporation (HEDC), and the Hutto Family YMCA were conducted for deeper insights into field utilization, conditions, needs, and potential improvements. This information was utilized to create site specific maps and tables to prioritize necessary enhancements.

This study addresses the need of athletic fields by recommending the construction of a new Sports Complex which will ultimately provide diamond and rectangular fields to meet current and future needs. Once a new facility is constructed, existing fields, such as the Mager Fields can be utilized for overflow games at tournaments, games for 6U and under and/or a rental facility for Club Teams.In addition, this plan provides recommendations for repurposing existing practice facilities into community parks should the sports complex to be constructed. With these recommended improvements, the City of Hutto will continue to provide excellent services to its citizens both now and in the future.

The construction of a sport complex is a large undertaking and phasing of the project should be considered. In the Recommendations Chapter of this plan, four options for development are provided to meet the current, five-year, and build-out population projected needs. The acquisition of land will most likely need to be considered to develop a complex that is large enough to sustain enough fields for the project number of fields recommended through 2036. There are pros and cons to phasing large projects, such as initial cost, long term costs, growth projections, maintenance, etc. and should be considered. Overall, the recommendations of this plan will ultimately satisfy the current and future needs of youth and athletics and enhance the quality of life for the residents of Hutto.

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Background

Background

Purpose of the Athletic Fields Study

The Hutto Athletic Fields Study 2024 intends to identify gaps in current and future athletic recreational fields and supporting facilities within the City of Hutto. The population in Hutto has been growing rapidly, and this large population growth is expected to continue over the next several decades. This rapid growth is one of the reasons the City conducted this study. It is crucial for the City to be proactive in the development of athletic spaces to maintain their level of service as the community continues to grow.

The objective of the Athletic Fields Study is to ensure that the growing City is meeting the demand for youth and adult sports with minimal obstacles. This plan will establish standards for the recommended number of athletic fields per capita and will inform staff of how often the fields should be utilized for best maintenance practices. It will also identify the types of athletic facilities that should be constructed, the time frame when construction should occur, potential funding sources, and general areas for new athletic facilities. This study will assist the City Council, Parks Advisory Board, and City Staff in making decisions about future development and budget allocations.



Benefits of Outdoor Recreation Space

Parks provide countless health and wellbeing, economic, and environmental benefits to a community, and as such it is essential to dedicate, develop and preserve parkland.

Health and Wellbeing:

Parks that are freely accessible welcome individuals of all fitness levels to participate in recreational activities. According to the Center for Disease Control and Prevention, 30% of Williamson County adult residents are classified as obese. Parks play a vital role in enhancing community health by offering opportunities for recreation and exercise through amenities such as sport fields, courts, trails, and open lawn areas for leisure. Park spaces positively influence mental health and social connections by providing outdoor gathering spaces where residents can engage with others and enjoy time outdoors.

Economic:

Parks are often thought of as a quality-of-life amenity, and while they do improve the quality of life for the residents, they also positively impact the economy of the community. Parks act as a social hub for residents and visitors, which encourages engagement in the community. Athletic fields are an effective amenity that municipalities can provide to increase economic activity. Local businesses and restaurants often report an increase in customers when games or events are held at nearby parks. Parks help with reducing city spending, as the planting of trees can protect the environment and reduce costs associated with maintenance and mitigation. According to the U.S. Forest Service, over the course of 50 years, one tree can reduce air pollution control costs by $62,000, recycle $37,500 worth of water, and control $31,250 worth of soil erosion. Overall, parks play a key role in the economy of a city.

Environmental:

Parks contribute significantly to enhancing and preserving the natural environment. The development of park space can accomplish this by increasing pervious surfaces, planting of native species, and improving shade. This is important as climate change can escalate environmental concerns with threats such as flooding and extreme heat. The Trust for Public Land conducted a study and found that areas within a 10-minute walk to a park are as much as 6 degrees cooler than areas outside of this range. Trees and vegetation provide shade, filter stormwater, decrease air pollutants, and offer habitats for local insects, birds, and wildlife. With the ongoing land development, the safeguarding of green spaces becomes imperative for Hutto's environmental preservation.

Previous Plans

Hutto SOAR 2040 Comprehensive Plan (2021)

The City of Hutto conducted a city-wide comprehensive plan in 2021 to help plan and guide the growth of the community for the long-term future. This plan analyzes the overall needs of the community and identified parks and recreation needs. The implementation schedule of the Hutto SOAR 2040 Comprehensive Plan noted the parks system must continue to adapt to meet the needs of the community as Hutto grows.



City of Hutto Parks, Recreation, Open Space and Trails Master Plan (2020)

The City of Hutto conducted a comprehensive parks and recreation master plan in 2019 to identify critical recreational gaps in the community and opportunities for improvements. The development of the Master Plan provided the City with the opportunity to collect an inventory of the overall Parks System, engage with the community to determine recreational desires, and create and prioritize recommendations. This Master Plan established guidelines for how Hutto would best develop their Parks System and identified the demand for additional sport fields.



Goals

Establishing a set of goals for this plan was crucial. Three specific goals were outlined, each with their own set of objectives.

Goal #1: Assess Existing Athletic Facilities

Objective 1.1 Inventory existing athletic fields

Objective 1.2 Set standards for facility numbers per population

Objective 1.3 Evaluate athletic field usage

Goal #2: Determine Required Facilities

Objective 2.1 Assess the demand for athletic fields

Objective 2.2 Compare field usage with existing field capacity

Goal #3: Identify Expansion Sites

Objective 3.1 Locate potential areas for development

Objective 3.2 Determine recommended number of fields to construct

These objectives align with the three defined goals for the City's plan to address and fulfill the recreational needs of the current and future population.



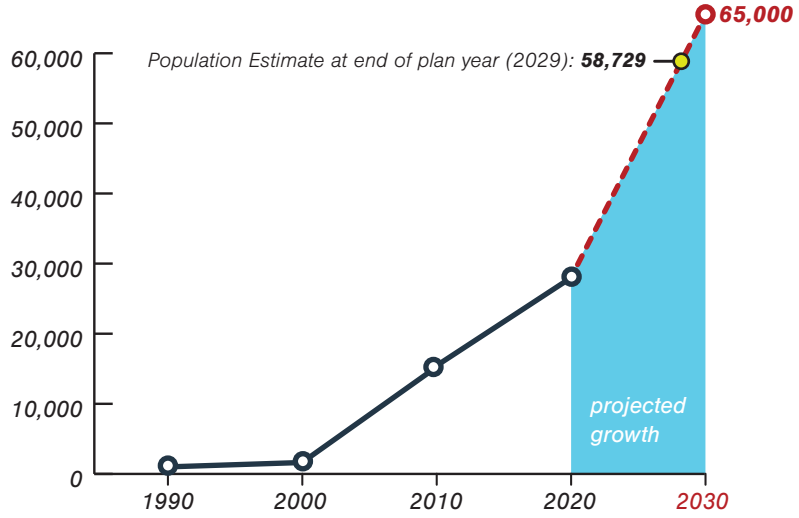
Demographics

The City of Hutto is located in Williamson County, which is one of the fastest growing counties in Texas. Hutto is rapidly growing with an increase from 14,698 residents in 2010 to 27,577 residents in 2020, for a growth rate of 88%. Based on building permits issued, the City of Hutto estimates there is a population of 46,000 in 2023.

The community in Hutto primarily consists of young families with children. Approximately one third of all residents are below the age of 19, while just over 5% are above the age of 65. This information is important because recreational needs can largely be determined by the demographics of the community. The Parks System in a primarily young community serves a different purpose than in a community with an older population. Some of the typical recreational amenities desired in younger communities include elements with more active recreational opportunities such as sports fields and courts, playscapes, open spaces, etc.

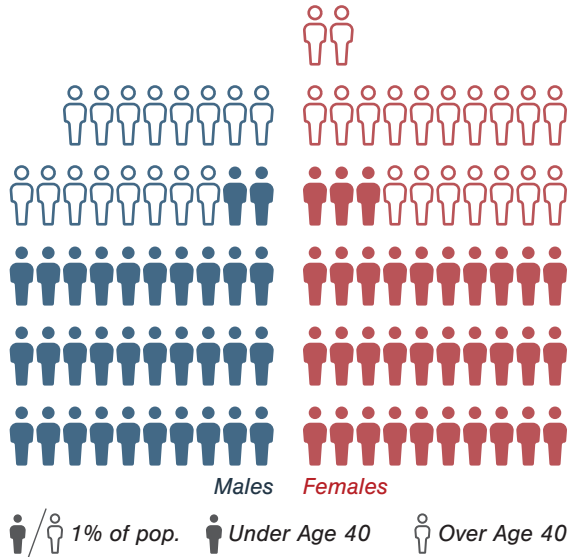
65% *of Hutto's Population is under the age of 40*

Figure 1.1
Population Growth



*Source: 1990, 2000, 2010, and 2020 Decennial Census

Figure 1.2
Population Pyramid



*Source: 2020 Decennial Census

Recreational Trends in Fields

The residents in Hutto participate in a wide variety of recreational activities. Some activities with the highest number of participants include: baseball, softball, soccer and football. The Outdoor Foundation is a non-profit agency that specializes in outdoor recreation and publishes an annual report - the Outdoor Participation Trends Report - which analyzes the national trends of participation in outdoor recreation. The participation data is summarized below:

Baseball:

Baseball is one of the most popular sporting activities throughout the country, with more than 15,000,000 estimated participants nationally. The COVID-19 pandemic temporarily halted the growth of baseball, but the effects of COVID-19 seem short-lived as the current estimated number of participants is higher than before the start of the pandemic. Baseball has been growing steadily with a 1.1% average annual growth rate between 2017 – 2021. Hutto baseball organizations are experiencing a similar growth, with an average annual growth rate between 2021 - 2023 of 0.9%. There have been improvements made to the baseball facilities over the past several years that create inviting and safe environments for baseball participation.

Softball:

Softball is categorized by slow-pitch and fast-pitch games. Slow-pitch softball is more popular nationally with more than 6,000,000 estimated participants, while fast-pitch softball is estimated to have more than 2,000,000 participants. In general, the number of



softball participants has been decreasing in recent years. Slow-pitch softball has been decreasing at a quicker rate, with a -4.7% average annual growth rate between 2017 – 2021, whereas fast-pitch has experienced a -2.6% average annual growth rate over the same period. It is important to note that these are national trends and do not necessarily reflect the trends seen in Hutto. The softball organization in Hutto has experienced an increase in participants, with an average annual growth rate of 1.5% between 2021 - 2023.

Football:

Football is broken down into three different categories: flag, tackle, and touch. Flag football is a non-contact form of American football with teams aiming to remove the opponent teams' flag. This is the most popular form of football as it is more accessible and inclusive than tackle and touch. As of 2021 there were an estimated 6,800,000 flag football participants. There are an estimated 5,200,000 tackle football participants as of 2021. It is estimated that there are more than 4,800,000 touch football participants as of 2021. From 2017 – 2021 flag football had an average annual growth rate of 2.3%, tackle football experienced a -0.9% growth rate, and touch football experienced a -3.0% growth rate. The football field at Fritz Park provides opportunities for flag, tackle, and touch football.

Soccer:

Soccer is categorized as an indoor and outdoor sport. Indoor soccer is played over a shorter amount of time than outdoor soccer and has a smaller field and fewer players on the field. There are over 5,400,000 estimated participants of indoor soccer in 2021. Indoor soccer is growing with an average annual growth rate of 1.2% between 2017 – 2021. Outdoor soccer has over 12,500,000 estimated participants as of 2021. The number of participants has been increasing with an average annual growth rate of 1.1% between 2017 – 2021. The soccer organization in Hutto has experienced this same trend, with an average annual growth rate of 1.1% between 2021 - 2023.



Field Inventory

Field Inventory

The City of Hutto provides athletic fields at three of their parks. These fields are utilized by the Parks and Recreation Department, sport affiliate leagues, the Hutto ISD, and the general public when available. Each facility has different maintenance needs based on the sport, field size, location, and frequency of use.

The following pages provide information regarding the baseball, softball, soccer, and football facilities at local parks that are operated by the Hutto Parks and Recreation Department.

Amenity Types

The Hutto Athletic Field Study identified five types of athletic fields:

Baseball Fields: Baseball fields are diamond-shaped facilities, typically with a grass infield and infield mix baselines and pitching mound. The Hutto Parks and Recreation Department provides natural turf at their facilities.

Softball Fields: Softball fields are diamond-shaped facilities, typically consisting of a fully-dirt infield and flat pitching mounds. The Hutto Parks and Recreation Department provides facilities for slow-pitch softball.

Football Fields: Football fields are rectangular surfaces with natural or artificial turf and have marking for yard lines, end zones, boundary lines, and goal posts.

Soccer Fields: Soccer fields are rectangular surfaces with natural or artificial turf and markings along the boundary, penalty area, goal area, midfield line, and center circle. The Hutto Parks and Recreation Department provides soccer fields in various sizes. Organizations utilize movable goal posts and other amenities rather than permanent installations. Field location and size may vary to accommodate changing enrollment demographics, and fields need to rest portions of their area for overall grass maintenance. The City of Hutto designates “no play” areas throughout the season to allow for fields to rest to ensure healthy turf is available.

Practice Fields: The Hutto Parks and Recreation Department provides various athletic practice fields. These facilities provide opportunities for practice for athletics, including baseball, softball, soccer, and football. The practice facilities are typically large open areas that can accommodate a variety of sports; however, some locations do have designated backstops.

Parks System

The City of Hutto has athletic fields at three of their parks. These parks include Fritz Park, Creekside Park, and Riverwalk Park. Fritz Park and Creekside Park are centrally located within the City of Hutto which allows ease of access to the facilities. These two parks provide facilities for baseball, softball, football and soccer. Riverwalk Park is located in the southwestern portion of Hutto and primarily provides opportunities for soccer. These parks can be seen in Figure 2.1, and a more comprehensive analysis of the parks can be found on the following pages.

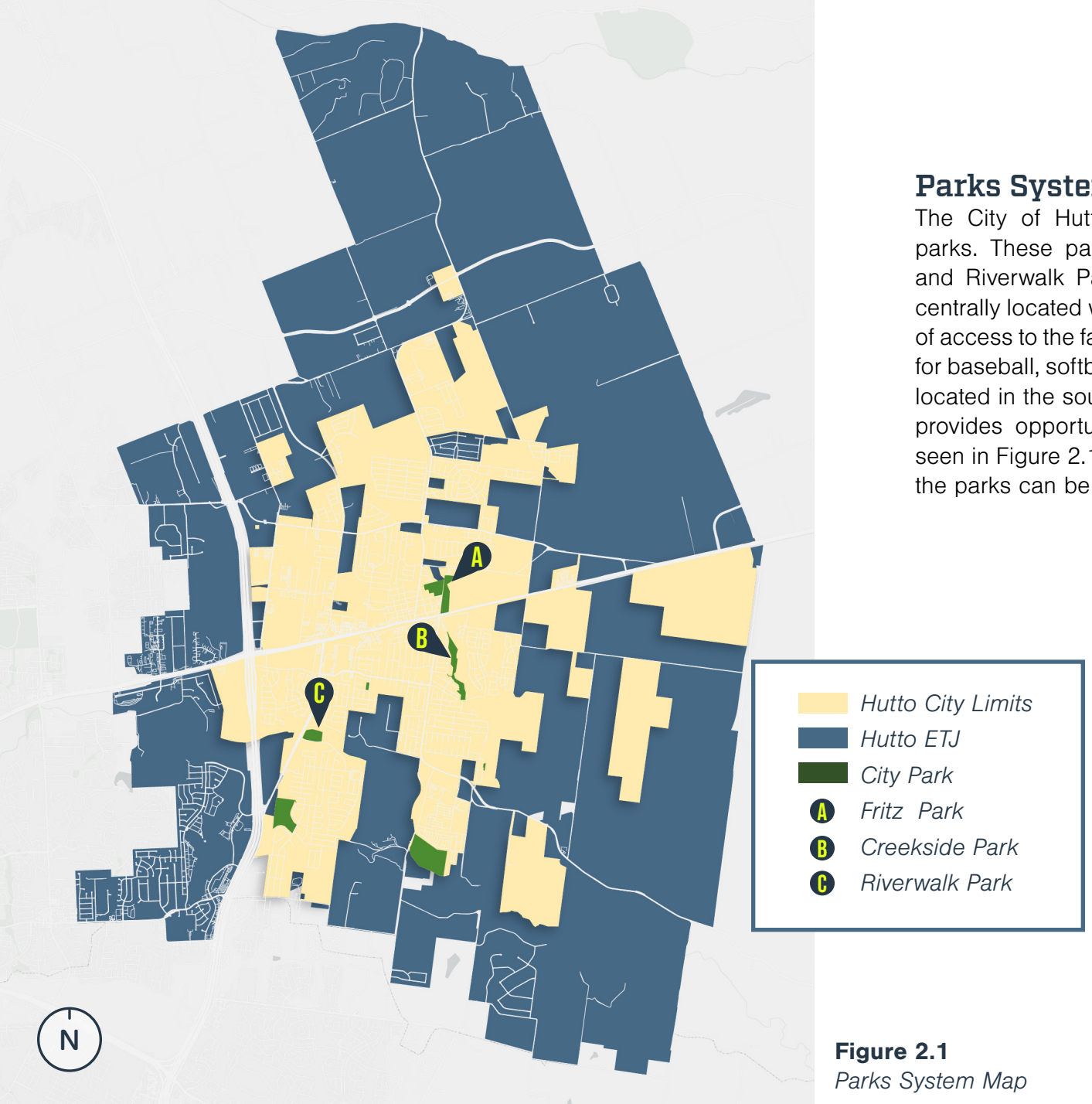
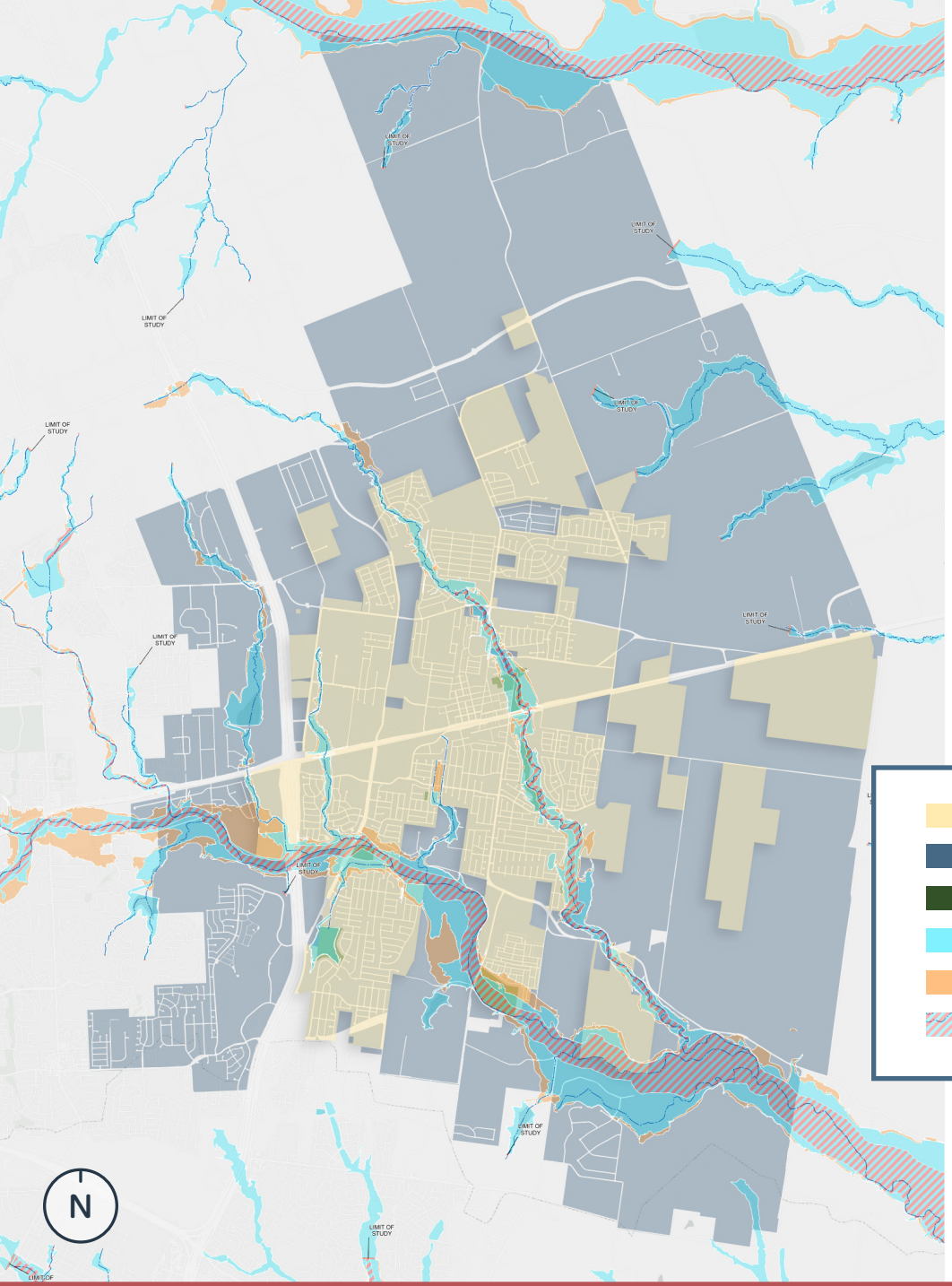


Figure 2.1
Parks System Map



Floodplain

It is crucial to fully understand the characteristics of a site, and specifically the floodplain, to determine if the property will flood. Note: Parks are often located within the floodplain. While this is not inherently an issue, it is important to be aware of the floodplain to ensure that design, construction, and maintenance are all thoroughly considered. A floodplain map for the City of Hutto can be found in Figure 2.2, while individual floodplain maps for each of the parks studied can be found on the following pages.

The Federal Emergency Management Agency (FEMA) identifies flood zones throughout the country. There are several categories of floodplain that FEMA uses, including:

Zone A: an area within the 100-year Floodplain, which means it has a 1% annual chance of flooding. Detailed analyses have not been performed for Zone A property, and no depths or base flood elevations are shown within this zone.

Hutto City Limits
Hutto ETJ
City Park
100 Year FP
500 Year FP
Floodway

**Source: FEMA National Flood Hazard Layer*

Figure 2.2
City Floodplain Map

Zone AE: an area within the 100-year Floodplain; base elevations are provided.

Zone X: an area within the 500-year Floodplain, which means it has a 0.2% annual chance of flooding.

Regulatory Floodway: the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.



Fritz Park

33 Acres

Recreational Amenity

- Baseball Fields (Lighted) - 2
  - Holmstrom Field
  - Mager Field - Blue
- Baseball Field (Not-Lighted) - 1
  - Mager Field - Orange *scheduled to be lighted in 2024
- Basketball Court (Lighted) - 1
- Football Field (Lighted) - 1
  - Nguyen Field
- Horseshoe Pits
- Open Lawn Areas for General Play
- Sand Volleyball Court - 1
- Softball Field (Lighted) - 1
  - Mager Field - Red
- Tennis Courts (Lighted) - 2
- Trails

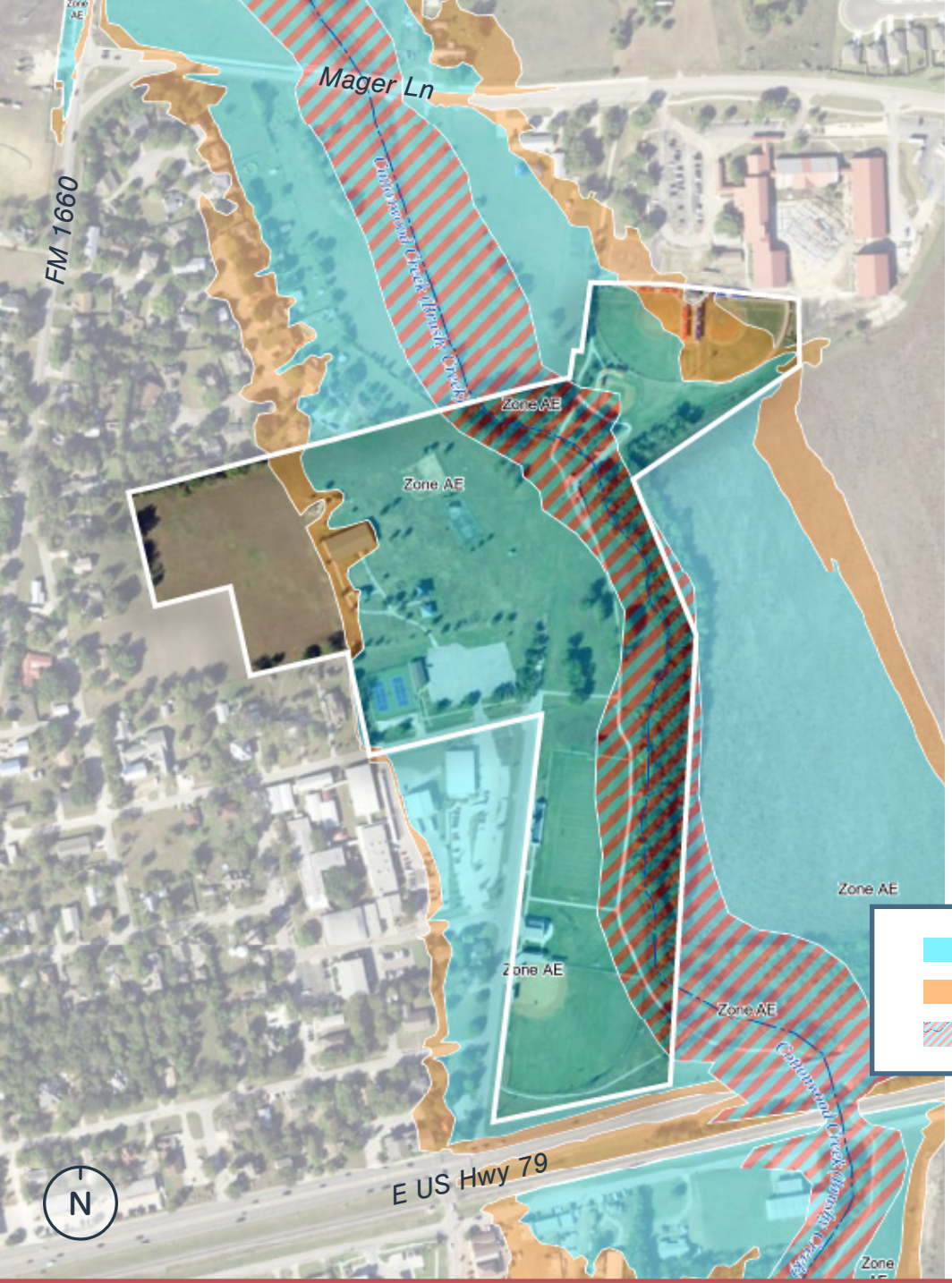
Site Furniture

- Grilling Stations
- Pavilion
- Picnic Tables

Supporting Facilities

- Concessions - 2
- Parking
- Restroom

Figure 2.3
Fritz Park Aerial



*Source: FEMA National Flood Hazard Layer

Figure 2.4
Fritz Park Flood Map

Fritz Park Flood Map

From the site analysis, it was determined that Fritz Park primarily falls within the floodplain. Of the 33 acres at Fritz Park, approximately 25% is within the floodway, 55% is within the 100-year Floodplain, and 7% is within the 500-year Floodplain. This leaves 13% of the property that is outside of the floodway and floodplain. Holstrom Field and the majority of the Mager Fields are located within the 100-year Floodplain. It is important to be aware of the floodplain as future development is limited based on the type and classification of floodplain. It must be noted that the FEMA floodplain has not been updated to reflect Atlas 14 and the 500-year Floodplain is closer to the new 100-year Floodplain.



Creekside Park

30 Acres

Recreational Amenity

- Open Lawn Areas for General Play
- Playground
- Practice Fields with Backstops (Not-Lighted) - 3
- Trails

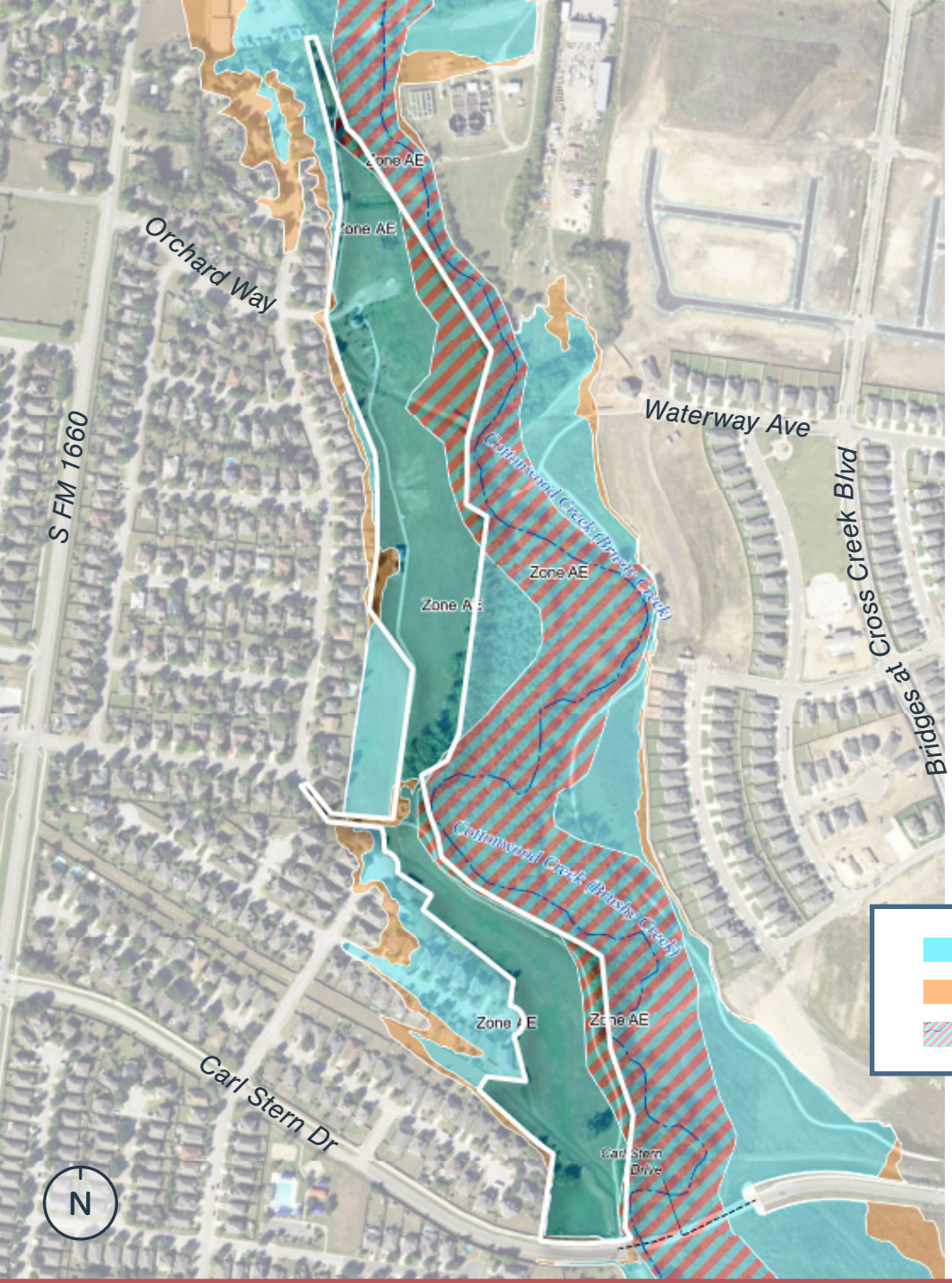
Site Furniture

- Picnic Tables

Supporting Facilities

- Restroom
- Parking (Unpaved)

Figure 2.5
Creekside Park Aerial



*Source: FEMA National Flood Hazard Layer

Figure 2.6
Creekside Park Flood Map

Creekside Park Flood Map

From the site analysis, it was determined that Creekside Park is located entirely within the floodplain. Of the 30 acres at Creekside Park, approximately 15% is located within the floodway, 82% is within the 100-year floodplain, and 2% is within the 500-year Floodplain. This results in just 1% of the park to be located outside of the floodway and floodplain. All the practice fields are located within the 100-year floodplain, meaning that there is a 1% chance these fields experience a severe flooding event per year. It is crucial to be aware of the location and type of floodplain as this will impact park usage and how the park may be developed. If fields are flooded, then the sports organizations cannot use them for practice and must go elsewhere. It is important for the City to minimize the construction of permanent structures within the floodplain. It must be noted that the FEMA floodplain has not been updated to reflect Atlas 14 and the 500-year Floodplain is closer to the new 100-year Floodplain.



Riverwalk Park

16.8 Acres

Recreational Amenity

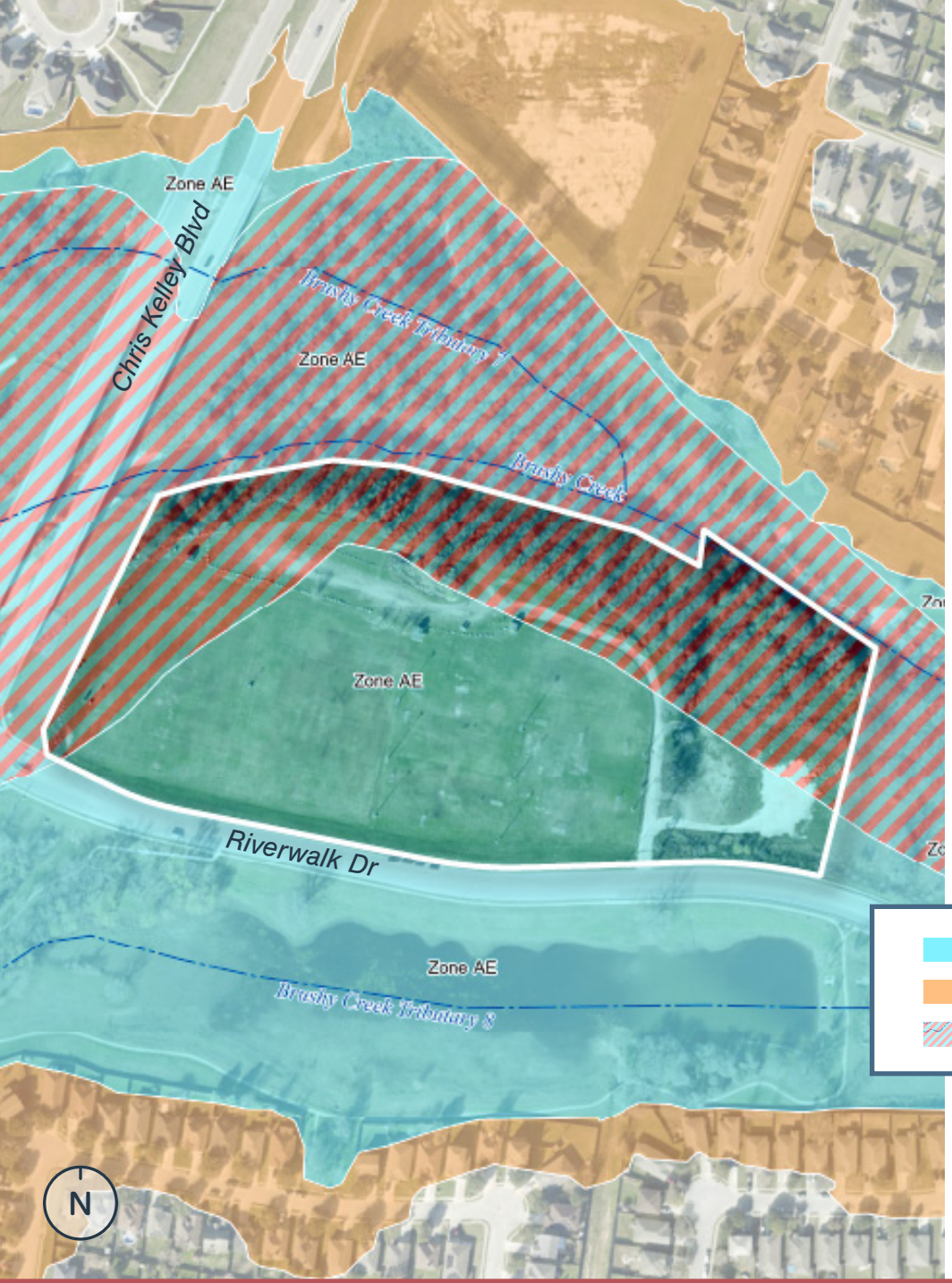
- 6 Soccer Fields* (Lighted)
    - 2 Soccer Fields 75’
    - 1 Soccer Field 200’
    - 1 Soccer Field 225’
    - 1 Soccer Field 300’
    - 1 Soccer Field 310’

Supporting Facilities

- Maintenance Facility
- Parking
- Temporary Restrooms

** Six soccer fields were identified for inventory purposes; however, this is 6.5 acres of open space and the fields can be arranged in various sizes and quantities as needed by the park users.*

Figure 2.7
Riverwalk Park Aerial



Source: FEMA National Flood Hazard Layer

Figure 2.8
Riverwalk Park Flood Map

Riverwalk Park Flood Map

From the site analysis, it was determined that Riverwalk Park is located entirely within the floodplain. Of the 16.8 acres at Riverwalk Park, approximately 45% of the property is within the floodway while 55% is within the 100-year floodplain. The majority of the soccer fields are within the 100-year floodplain, meaning there is a 1% chance for serious flooding annually. This is important to note as development is limited based on the floodplain location and classification. It must be noted that the FEMA floodplain has not been updated to reflect Atlas 14 and the 500-year Floodplain is closer to the new 100-year Floodplain.



Public Engagement

Public Engagement

Gathering input from field users and residents is pivotal for the success of any community study. Stakeholder meetings were held with various park users to assess the concerns and preferences of the users. It is important to note that multiple organizations were invited to participate in these stakeholder meetings, however only the following six organizations provided feedback.

Hutto ISD

Hutto Youth Baseball Softball Association

Sting Soccer

Hutto Youth Football and Cheer Association

Hutto EDC

Hutto Family YMCA



Hutto Independent School District (HISD)

A stakeholder meeting was held on November 2, 2023, with a representative from the HISD. This representative stated they provide opportunities for 13 varsity sports and do not anticipate any new or unique sport programming in the near future. There has been a significant growth in the number of participants in the athletic opportunities offered, and HISD is in need of additional sporting facilities. It is important to note that the HISD teams primarily play on HISD fields, however certain fields are shared between the ISD and the public or other private organizations. Although HISD athletic facilities are utilized for baseball and softball, there are not enough fields to meet the demand of the organization. A potential partnership between the City and the HISD was discussed for the shared used of facilities, but more information and collaboration will be needed.

The HISD desires several additions and improvements to the athletic facilities including:

- A quadplex for baseball and softball (a facility that provides four baseball / softball fields)
- Practice fields
- Open-spaces

Hutto Youth Baseball and Softball Association (HYBSA)

Representatives from HYBSA gathered to meet with the City for a stakeholder meeting on November 3, 2023 to discuss their current and future needs. HYBSA provides opportunities for the local youth to participate in baseball and softball. HYBSA currently utilizes all four fields for their games at Fritz Park and conduct practices at Creekside Park. Representatives from HYBSA noted they operate at maximum capacity given the number of baseball and softball fields available. The participation numbers have remained consistent throughout the past several years, which was attributed to the limited number of facilities. HYBSA has not been able to expand the size of their leagues without negatively impacting the quality of service. Teams meet three times a week, consisting of two practices and one game. For HYBSA to expand their league they would have to reduce the frequency that teams meet.

HYBSA expressed the desire for the following athletic fields and supporting facilities:

- A fiveplex for baseball and softball (a facility that provides five baseball / softball fields)
- Concession / restrooms
- Lighting with timers
- Parking

Sting Soccer

Representatives from Sting Soccer were involved in the stakeholder process and provided valuable information pertaining to the needs for youth soccer in Hutto. Sting Soccer has experienced an increase in the number of participants and anticipates this to continue over the next several decades. Teams utilize Riverwalk Park for practices Monday-Thursday and games Saturday-Sunday. Although these fields are not typically utilized on Fridays, they are available for rent. To better control the quality of the fields, Sting Soccer has a Council adopted Facility Use Agreement with the City to maintain the existing complex. As these fields are privately maintained, Sting Soccer expressed the need for better security and control of the fields and explored the idea of fencing. Fencing would allow the organization to monitor field usage which impacts the required maintenance. Another element discussed was the grading of the soccer fields. Improper grading can impact the safety of the fields as players can trip and/or roll their ankles. Additionally, this can result in the pooling of water which can result in the fields being unusable. The pooling of water may attract insects such as mosquitoes.

Sting Soccer desires the following improvements:

- Enhanced security
- Improved grading
- Additional fields

Hutto Youth Football and Cheer Association (HYFCA)

A stakeholder meeting was conducted in Spring of 2024, with a representative from the HYFCA. The organization primarily utilizes Hutto ISD facilities for games and practices, with Farley Middle School providing an opportunity for practices and Hutto Memorial Stadium for games. HYFCA football teams play one game per week, which can vary between 6-14 games total per week. The organization has been growing in size since 2021 and this growth is anticipated to continue. The needs of the HYFCA organization included new field space and additional equipment.

The representative from the HYFCA expressed the desire for:

- New field space for games and practices
- Additional equipment

Hutto Economic Development Corporation (HEDC)

A stakeholder meeting was held on December 13, 2023, with a representative from the HEDC. The economic impacts of parks was identified earlier in this plan, and as such it was crucial to meet with the HEDC to determine how the City and the HEDC can work together to improve the quality of life for the community while simultaneously stimulating the economy. The representative from the HEDC expressed the need for new athletic facilities, along with supporting amenities to go with these facilities. New athletic fields will help address recreational needs and can boost the economy. Community members using the new facilities will be engaged in the community and will shop and dine locally, which drives sales tax revenue. Supporting amenities include elements such as walking trails, playgrounds, and gathering and picnic areas. These provide passive and/or active recreational opportunities for community members to enjoy and utilize. During the meeting, it was also suggested that neighborhood parks should be dispersed throughout the community and provide similar amenities such as practice areas, multi-purpose sports courts, playgrounds, trails, pavilions, etc.

The representative from the HEDC expressed the desire for:

- Construction of new and unique sport facilities
- Improved access and connection
- Development of supporting facilities

Hutto Family YMCA

The Hutto Family YMCA provides recreational opportunities for people of all ages, and as such it was crucial to hear from representatives. The Hutto Family YMCA utilizes private facilities for their recreation, including the Round Rock YMCA for games and Hutto Middle School for practices. The representative expressed the desire for a multi-use sports facility that could provide recreational opportunities to serve the Hutto community and the Hutto Family YMCA. The development of a new multi-purpose sports facility would allow new partnership opportunities for the City of Hutto.

Sports Usage

To determine current field usage, a playing field carrying capacity analysis was conducted for each sport. The following pages discuss the usage of the sports fields by the community.

As the City provides a limited number of facilities, it is crucial to determine the number of hours the facilities are used each week. The City of Hutto provides:

- 3 baseball fields
- 1 softball field
- 6.5 acres of open space for soccer fields
- 1 football field
- 3 dedicated spaces for practice

Games and practices are typically held in the evenings, and this was used to identify the number of programmed hours available. The City provides 371 hours of programming for baseball and softball participants weekly. The programmed hours for soccer and football are not as standard due to the flexibility in soccer field arrangements and the irregular hours of operation for the football field. Figure 3.1 describes the number of programmed hours used by the local organizations. The programmed hours have been determined based on the following assumptions:

- The City of Hutto provides 53 hours of operation weekly per field for baseball, softball, and soccer organizations. The hours of operation for these facilities are Monday - Friday 5 p.m. - 10 p.m. and Saturday - Sunday from 8 a.m. - 10 p.m.
- Although the hours of operation for soccer have been identified above, the weekly programmed hours for soccer have not been noted in Figure 3.1, as the fields can be arranged to provide varying hours of use.
- The football field is rented for private use or club teams, resulting in no set hours of operation.

Figure 3.1

Athletic Fields Programmed Hours

FIELD	WEEKLY PROGRAMMED HOURS
Baseball Fields (Game)	159
Softball Fields (Game)	53
Baseball / Softball Fields (Practice)	159
Football Fields	X
Soccer Fields	X
Total	**371**

It should also be noted that while these fields are available for these hours, it is not recommended to use each facility to the maximum capacity. The City of Hutto closes fields in January and August each year for maintenance and recovery of the fields. Standards for how frequently each field should be used are identified later in this plan, in the recommendations chapter.



Baseball:

Youth baseball is a popular sport among Hutto's youth. Hutto has one organization that provides an opportunity for the local youth to play baseball - HYBSA. While the HISD allows students to participate in baseball, they do not offer a youth sports league. HYBSA provided opportunities for 38 teams to participate in baseball in 2023, 20 teams in the Spring and 18 teams in the Fall. On average, each team played one game a week and practiced twice a week. Figure 3.2 displays how HYBSA utilized the baseball fields in the Spring, as the fields were more utilized than in the Fall.

It is important to note the following assumptions were used to create these tables:

- All baseball teams play one game per week
- All baseball games and practices are 1.5 hours in duration
- All games are played at either Mager Field or Holmstrom Field
- All practices occur at Creekside Park

Figure 3.2

Baseball Fields Inventory

PARK	FIELD NAME	FIELD SIZE	NUMBER FIELDS	TEAMS 2023	HOURS USED	HOURS REMAINING	TEAMS 2029	HOURS USED	HOURS REMAINING
Fritz Park	Mager Field - Orange	85'	1	6	9	44	13	19.5	33.5
Fritz Park	Mager Field - Blue	200'	1	12	18	35	26	39	14
Fritz Park	Mager Field - Red	225'	1	1	1.5	51.5	1	1.5	51.5
Fritz Park	Holmstrom Field	315'	1	1	1.5	51.5	1	1.5	51.5
Creekside Park	Practice Fields	-	3	20	60	102	41	123	36

Softball:

Softball is a popular sport among Hutto residents. The Hutto Youth Baseball and Softball Association provides opportunities in the fall and spring for the local youth to participate in softball. This organization utilizes Mager Field - Red for games and hosts practices at the fields at Creekside Park. While the practice fields at Creekside Park provide opportunities for softball teams to practice, these fields are shared with other leagues. Oftentimes, this can result in softball practices having to be relocated as these fields are occupied by other teams. In 2023, HYBSA provided opportunities for 16 teams to participate in softball, and 9 teams participated in the Spring and 7 teams participated in the Fall. Softball teams typically held games once a week and practiced twice a week. The tables to the right displays how the softball organization use the fields. It is important to note the following assumptions were used to create these tables:

- Each softball team plays one game per week and practices twice a week
- All softball games are played at Mager Field - Red
- All softball practices occur at the Creekside Park
- All games and practices are 1.5 hours in duration



Figure 3.3

Softball Fields Inventory

PARK	FIELD NAME	FIELD SIZE	NUMBER FIELDS	TEAMS 2023	HOURS USED	HOURS REMAINING	TEAMS 2029	HOURS USED	HOURS REMAINING
Fritz Park	Mager Field - Red	225’	1	9	13.5	39.5	15	22.5	30.5
Creekside Park	Practice Fields	-	3	9	27	132	15	45	114

Soccer:

Riverwalk Park has approximately 6.5 acres of open space available for the community to utilize as soccer fields. This relatively flat and open space area, along with portable goal posts, allows the soccer fields to be arranged in a variety of sizes and layouts to accommodate for the multiple age groups and the number of participants. The demographics of the soccer organization can change each season and this flexibility allows the organization to efficiently meet the needs of the participants.

While the soccer fields are intended to be flexible by design, satellite imagery noted the fields were consistently striped with a specific layout. Figure 3.4 notes the field size and quantity of the soccer fields in 2023 and 2024.

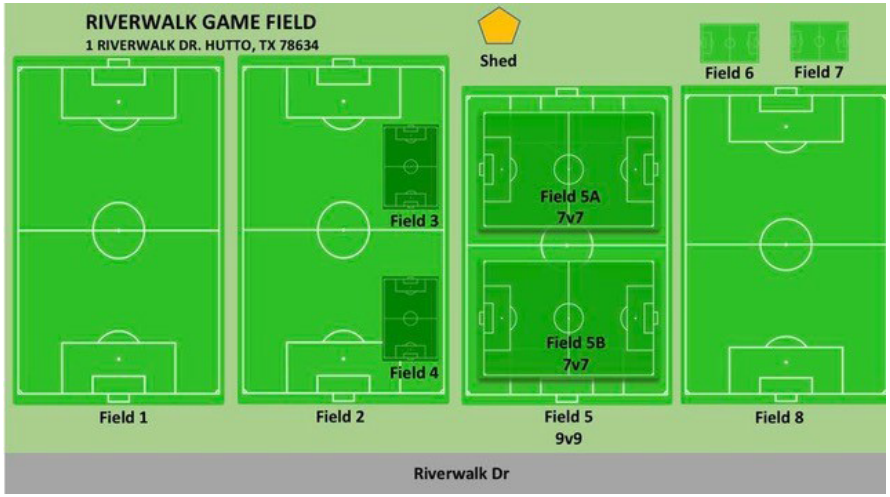
Figure 3.4

2023 and 2024 Field Arrangement

PARK	FIELD SIZE (yards)	NUMBER FIELDS
Riverwalk Park	23 x 33	2
Riverwalk Park	55 x 67	1
Riverwalk Park	55 x 75	1
Riverwalk Park	73 x 100	1
Riverwalk Park	73 x 107	1

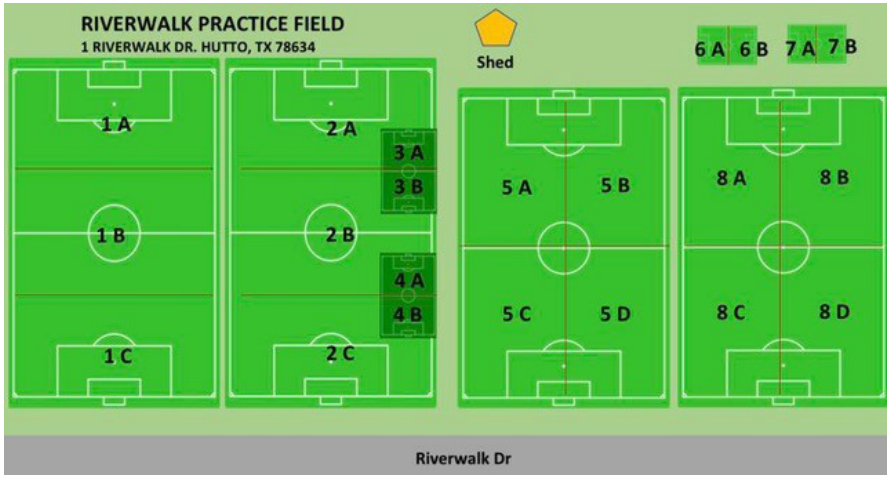


Figure 3.5
Potential Game Fields Configuration



Source: Sting Soccer

Figure 3.6
Potential Practice Fields Configuration



Source: Sting Soccer

The City collaborated with Sting Soccer to better understand the arrangements of the fields. Sting Soccer noted the fields are arranged based on the intent of use and the demand from the teams. There is variation in the arrangement of practice and game fields as teams can utilize smaller fields for practice. The organization additionally adjusts the configurations of the fields based on the age and number of teams. Figures 3.5 and 3.6 note potential configurations for game and practice fields.

Riverwalk Park serves the intent that it was designed for; flexible space that the organization can configure and rearrange the fields based on the current needs. It was identified that there is a sufficient amount of field space for the community and new field space is not required based on the assessment of the soccer fields along with the information provided by the stakeholder.

Football

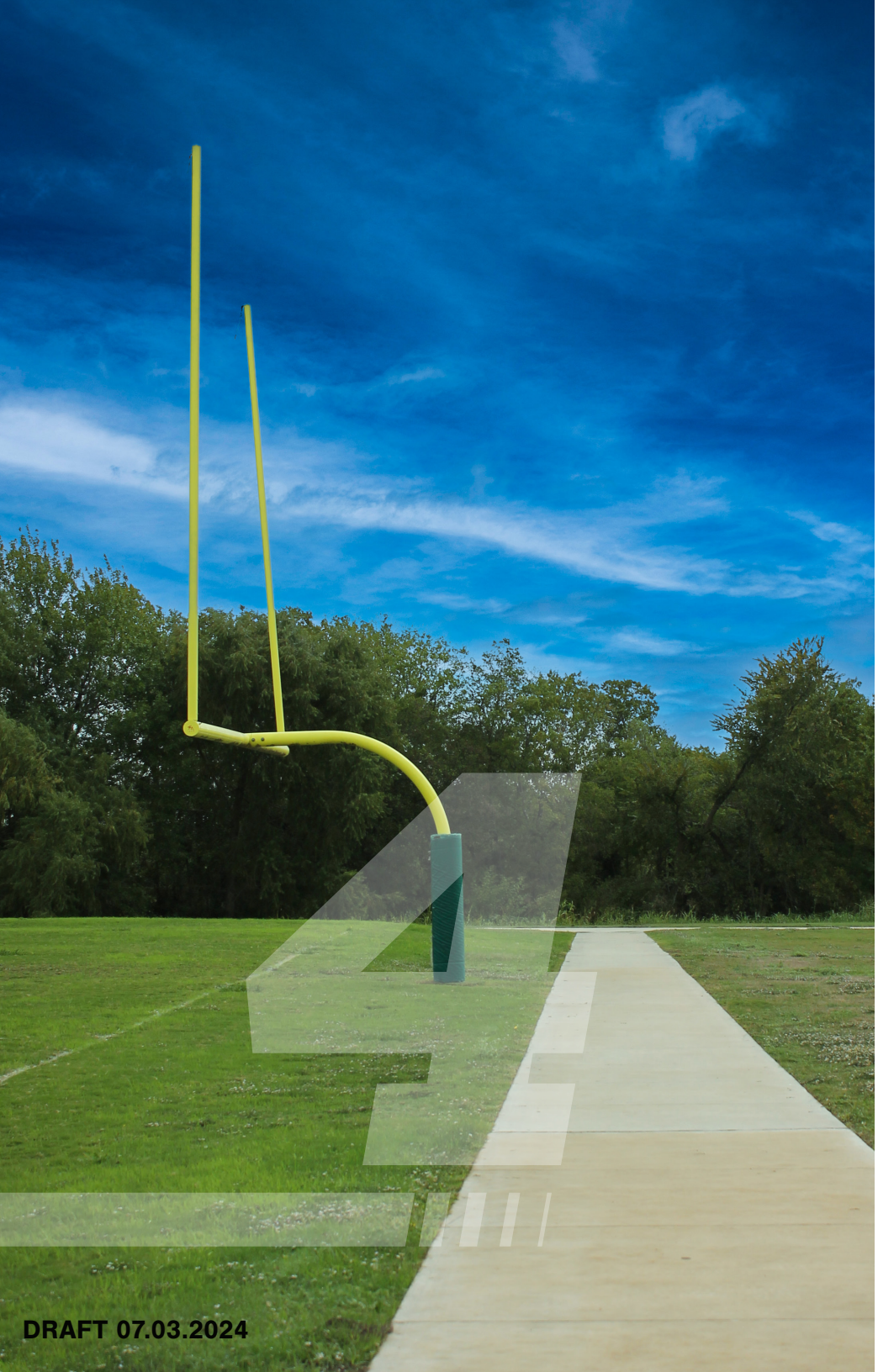
The City of Hutto provides one football field, Nguyen Field, for the community to participate in football. While there is only one city-owned field, the Hutto ISD provides several fields for recreational use. The City primarily rents Ngyuen Field out for private use. The Hutto Youth Football and Cheer Association (HYFCA) is the primary organization that provides football and cheer opportunities for the local community. They provide opportunities for tackle and flag football for ages 5-12. There were a total of 13 teams in the 2023 season. The HYFCA organization currently practices at Farley Middle School, and hosts games at Hutto Memorial Stadium.

Football is a unique sport as all tackle and flag participants can utilize one size field for recreation.

While there is only one city-owned field, the Hutto ISD provides several fields for recreational use. Local football and cheer opportunities are primarily provided through the Hutto Youth Football and Cheer Association (HYFCA). The HYFCA provides opportunities for the youth of 5-12 to participate in tackle and flag football. In the 2023 football season there were a total of 13 teams. Teams practice at Farley Middle School and play games at the Hutto Memorial Stadium.

Football is unique as one size field can serve tackle and flag participants of all ages.





Needs Assessment

Needs

Through the inventory and public engagement process, the athletic needs of the community became apparent. While each organization has different specific needs to their organization, the overall consensus is that Hutto needs additional athletic facilities for the current and projected population. This chapter identifies the recreational needs specific to each sports organization over the next five years, as well as the general needs of the community. The following needs are based on the current field sizes and the provided game and practice schedules.

It is important to note that the recommended number of fields in the following chapter will differ to ensure the new Sports Complex will consist of regulation sized fields to meet the future demand of youth athletics.

Athletic Needs

A field capacity and usage analysis was conducted to determine the type and amount of athletic facilities that are necessary to support the existing and future Hutto athletics organizations. The National Recreation and Park Association (NRPA) has identified national standards for how many facilities should be constructed based on the population and these standards can be found in Figure 4.1. It is important to note that these are national standards and communities typically have leagues that travel to neighboring communities to ensure there is sufficient field space.

The analysis of specific sports organizations can be found on the following pages. It is important to note that although the number of fields needed to support the community have been identified throughout this chapter, it is not always recommended to develop that number of facilities. There are several factors that must be considered when recommending the construction of additional fields including: the cost of construction, the amount of land required, maintenance costs, staffing, and the efficiency of scheduling sport practices and games.

Figure 4.1

NRPA Standards

SPORT	NRPA STANDARD / POPULATION	HUTTO EXISTING INVENTORY	RECOMMENDED FIELDS 2023	RECOMMENDED FIELDS 2029
Baseball Fields	1/5,000	3	10	12
Baseball / Softball Practice Backstop	1/4,000	3	12	15
Football	1/20,000	1	3	3
Soccer Field	1/4,000	6	12	15
Softball Fields	1/5,000	1	10	12

Source: 1990 Recreation, Park, and Open Space Standards and Guidelines, Ashburn, VA National Recreation and Park Association

Baseball

Due to the lack of facilities, HYBSA has not been able to expand to keep up with the growing population of Hutto. The City currently provides three baseball fields for game play and three dedicated practice areas. With the development of this study, a standard that one baseball field should support eight games per week was established for the best maintenance and overall longevity of the baseball fields. Figure 4.2 illustrates the number of fields necessary to support the existing community as well as the projected

Figure 4.2

Baseball Needs

FIELD SIZE	EXISTING FIELDS 2023	TEAMS 2023	REQUIRED FIELDS 2023	PROJECTED TEAMS 2029	PROJECTED REQUIRED FIELDS 2029
85'	1	4	1	13	2
200'	1	16	2	26	4
315'	1	3	1	4	1

The number of teams (2029) is based upon the 2.13% population growth rate from 2020 - 2029.

population. After comparing the field usage to this recommended standard, it was determined that there is a deficit of baseball fields for the existing and future community. The City currently needs one 200' field to serve the existing community, and needs to construct one 85' field and three 200' fields to meet the projected needs of the community.

Softball

There have been several needs for the local softball organization identified from the development of this study. Overall, there is a need for additional softball facilities to allow additional youth to participate in softball. It was identified that one softball field is needed to meet the current community demand and two softball fields are needed to meet the future needs, and Figure 4.3 illustrates these needs.

HYBSA has largely maintained a consistent number of participants, despite the large increase in the Hutto population. It has been noted throughout this study that organizations are limited in growth due to the number of existing facilities. Fritz Park provides one dedicated softball field for game play, while Creekside Park provides three practice fields. These facilities are shared by multiple users and it can be challenging to reserve the facilities. HYBSA, as an organization, does not have the sufficient number of fields to support them The City is in need of one new 200' baseball field, and because of this, the baseball teams utilize the

Figure 4.3

Softball Needs

FIELD SIZE	EXISTING FIELDS 2023	TEAMS 2023	REQUIRED FIELDS 2023	PROJECTED TEAMS 2029	PROJECTED REQUIRED FIELDS 2029
225'	1	7	1	15	2

The number of teams (2029) is based upon a 2.13% growth rate from 2020 - 2029.

Red Mager Field for games. The softball teams have frequently encountered difficulties when trying to use the facilities and are often required to find additional space to practice, typically being the multi-purpose fields at Fritz Park. This negatively impacts other organizations as the soccer and football space becomes occupied by other organizations.



Soccer

The City of Hutto provides exceptional opportunities for the community to participate in soccer. Although Riverwalk Park is designed to provide several different layouts and field sizes, for this study, it was determined to utilize a standard six field layout, which can be seen in Figure 4.4. A standard was identified that one soccer field should support 6 games per week for the best maintenance and longevity of the soccer fields. From this study it was determined that there is not a need for new soccer facilities. Although new soccer fields were not identified as a need, there are several other elements needed by the soccer organization. A permanent restroom facility is needed at Riverwalk Park. There are currently temporary restroom facilities on-site that help alleviate this need; however, there should be a permanent facility constructed. The fields appeared to not be evenly graded in all areas which can adversely impact play. Uneven surfacing can increase the risk of injury as players are susceptible to tripping or rolling their ankle. Improper grading reduces the efficiency of drainage and can result in the pooling of water. The improper pooling of water can negatively impact the community as this can reduce the amount of opportunities to use the soccer fields. The pooling of water can also become a habitat for insects such as mosquitoes.

Figure 4.4

Soccer Field Striping



Source: Bing Maps

Football and Cheer

The Hutto Youth Football and Cheer Association primarily utilize the HISD facilities for their games and practices. Based off the future growth of the community, a need for 3 football fields was identified to sufficiently serve the population at build-out. Additionally, new equipment will be needed to support the participants, including lighting, bleachers, medical supplies, and maintenance equipment such as mowers and line stripers.

General Needs

This study primarily focuses on the existing condition and future needs of athletic fields. It is important to consider the areas and amenities outside of the fields themselves when analyzing the recreational needs of the parks. It is crucial that the parks system provides a quality level-of-service for athletic opportunities, however the parks also need to serve multiple users. It is common for family members to utilize the parks system while their grandchildren, children, or siblings are using the athletic fields. General needs were identified through this study that focus on the amenities that are necessary for the operation and overall enjoyment of the park. These needs typically pertain to the supporting facilities that enhance the park users experience, rather than the athletic facilities themselves. Supporting facilities help improve the health and wellbeing of the community by creating opportunities for residents and visitors to use the park. This includes elements such as:

- Multi-purpose trails
- Restrooms and concessions
- Maintenance Facilities
- Site furniture
- Parking
- Lighting

The construction and installation of these amenities create environments where park users can comfortably use the parks. A detailed analysis of these needs can be found on the following pages.

Multi-Purpose Trails

One of the elements that was widely discussed was the need for an enhanced trail system. Parks with athletic fields and trails in close proximity allow families to utilize the park simultaneously for different purposes. For example, while children are participating in athletics, parents and siblings can be exercising on the trails in lieu of sitting on a bench. Multi-purpose trails create environments that encourage residents to be active and engage with nature. It was noted earlier in this study that approximately 30% of Williamson County residents are classified as obese. The construction of trails can help improve the health of the community. The American Journal of Public Health released a study in 2014 that identified people living within less than a mile of new trails were getting an average 45 minutes more of exercise after the trails were constructed. This need is also identified through several other city and county planning documents which express the desire to have a connected and continuous trail system.

Trails should provide opportunities for recreation and transportation.

New trails should be constructed at a minimum of 8’ wide to increase the comfortability of the trails and allow multiple people to use the trails simultaneously.

Restroom and Concessions

Restrooms and concession facilities are desired throughout the parks system. All-accessible restrooms are crucial elements for any park. Restrooms can prolong the duration of stay at the park and contribute to the overall enjoyment of the park. There are permanent restroom facilities provided at Fritz Park and Creekside Park, while temporary restrooms are provided at Riverwalk Park. Youth sporting events are typically scheduled for a few hours, and restroom facilities are needed for both players and spectators.

Concessions are not required at every park, however they are typically desired at parks with game fields. Fritz Park currently provides concessions at the Mager Fields and also at Holstrom Field, while there are none at Riverwalk Park. It is important to note that concessions were not an amenity desired at Riverwalk Park, however if new game fields are constructed for sports, this amenity should be constructed. It is also important that the concessions be constructed to adequately serve the park users. Fritz Park provides concessions; however, when the Mager Field concession was renovated, counter space was not included. The baseball organizations must utilize temporary tables to fully use this facility.

Maintenance Facilities

Maintenance facilities are an important amenity for the operation and maintenance of the parks, despite not directly providing recreational opportunities for the community. Riverwalk Park and Fritz Park have some storage capacity; however they, along with Creekside Park lack a dedicated maintenance facility. As there are no maintenance facilities here, the Parks Department stores



equipment and materials off-site, and manually transports the equipment from one park to another whenever operations and maintenance issues arise. There is a large amount of development occurring in Hutto, and the roads are known to be heavily congested. This negatively impacts the Parks Department and reduces the efficiency of work. Maintenance facilities on-site would allow staff to reduce the hours spent in traffic, and improve the work-flow efficiency. The City should construct maintenance facilities at parks with athletic fields.

Site Furniture and Equipment

The Hutto Parks and Recreation Department does a great job providing the necessary site furniture at existing parks, however there are a few elements that are desired at existing and new parks. Riverwalk Park is intentionally designed to be flexible with the field layout, which can make it challenging to install player seating. The City of Hutto should provide player benches that are movable in design. Movable benches will accommodate the league by providing areas for player rest while continuing to provide the flexibility in field size and location.

It is crucial to have water filling stations and medical equipment at sports fields and throughout the parks system. Dehydration causes many serious effects and contributes to muscle fatigue, which increases the risk for injury. This is not just important for athletes, but for all park users, as dehydration can affect anyone. The American Heart Association conducted a study that noted that sudden cardiac arrest was the most common medical cause of death among NCAA athletes between 2002 and 2022. Equipment such as AED units can be life-saving if someone experiences sudden cardiac arrest, and this should be provided at all existing and future parks that provide athletic opportunities.

Trash and recycling bins should be provided at all City parks to reduce waste left at game and practice fields.

Parking

The lack of parking was consistently noted as a problem throughout the development of this study. All park facilities should provide sufficient parking that is on an improved surface. Fritz Park has paved parking lots adjacent to the Mager Fields and Holstrom Field, while Creekside and Riverwalk Park have unimproved parking lots. If the City provides an unimproved parking surface, wheel stops should be installed to assist in guiding park users to park in a more efficient manner.

There is a standard of approximately 50 - 60 parking spaces to be provided per sports field. This is necessary as it is common for parents to drive separately to the fields and with the addition of grandparents and other family and friends, an ample amount of parking is required. There needs to be additional parking to account for the transitional period, when one game is ending and another is beginning. It is important to note that this standard varies based upon the field intent. Practice fields do not require the same amount of dedicated parking spaces as tournaments or fields.

Safety needs to be considered when constructing parking lots. If people are required to cross a street to access the park, then the necessary pedestrian infrastructure should be constructed.

Lighting

Lighting is a crucial element to maximize the amount of play time on each field. Insufficient lighted areas creates unsafe environments where players cannot see the ball or terrain and become more likely to injury themselves. New fields should be developed with lighting. Field lighting provides users the opportunity to utilize the fields longer, which increase the number of teams and athletes that the field capacity can support. Riverwalk Park, Holmstrom Field, and two of the three Mager fields have field lighting installed, whereas Creekside Park and Mager Field - Orange lack field lighting. It is important to note that it is scheduled for Mager Field - Orange to receive field lighting in 2024.

Stakeholders expressed the need for an upgraded lighting system that allows individual fields to be lit so organizations do not accidentally disrupt others. The field lighting is currently operated on a single system, and issues arise as teams are required to power the lights off at the end of the day. Teams have been known to accidentally power off the lighting for other fields which negatively impacts other teams through delayed or shortened practices. This negatively impacts teams as they must either delay their game/practice or cut their game/practice short.

In addition to field lighting, spectators and general park users need lighting. Parks in Hutto close at 11 p.m. and insufficient lighting can result in unsafe environments. Providing lighting throughout the parks system creates more welcoming environments, increases safety, and allows residents the opportunity to exercise outdoors for longer, specifically in the fall and winter when the sun sets early in the evenings.

New lighting should be installed that utilizes best environmental practices. This includes shared lighting using LED/photocell bulbs and incorporating smart technology such as timers and direct access via a smart phone device. The incorporation of LED/photocell bulbs and smart technology will help Hutto become more environmentally and economically sustainable.





Recommendations

Recommendations

After assessing the local athletic fields' existing conditions and projected population growth for Hutto, it became clear that the City should continue to invest in their athletic facilities. This chapter provides multiple options available to the City regarding the future of athletics based on the finances available and level of investment required to meet or exceed the needs of the community. Youth and adult athletics have positive impacts on communities. It is recommended that the City invest in additional athletic fields whether it be a phased approach to meet the current needs into the future or committing to design and construct a facility that will serve the community through the 2036 projected build-out.

Athletic Industry Impact

By developing a sports complex, the City of Hutto can provide new recreational opportunities and have a positive impact on the local economy. The Sports Events and Tourism Association published the "State of the Industry Report" in 2021, which identified the economic impacts of the sports tourism industry in the United States. According to this report, the sports tourism industry generated $39.7 billion in direct spending, which generated a total economic impact of $91.8 billion. This economic impact supported 635,000 total jobs and generated $12.9 billion in total tax revenues.

Figure 5.1

Sports Tourism Impacts



**Source: Sports Events and Tourism: State of the Industry Report (2021)*

People visiting a City of Hutto Sports Complex, whether residents or visitors, will likely spend money at on-site and off-site establishments including restaurants, shops, and hotels, which will support the local economy.

Parks can increase the tax revenue for Hutto. The Trust for Public Land identified in the 2009 report, "Measuring the Economic Value of a City Park System," that people are willing to pay more for a home that is in close proximity to a park. Additionally, residential and commercial properties that are in close proximity to a park typically experience an increase in value after the park has been developed. The enhanced value increases the amount of property tax the City can collect which can be used to maintain and operate existing or develop new parks.

The construction of a Sports Complex with trails and other recreational amenities will increase the health and well-being of the community and reduce medical costs by providing a space for the community to remain active. In addition to physical health, parks are known to enhance mental health by though community-gathering hubs where individuals can build and develop social connections with each other. Gathering areas are more crucial now as a Meta-Gallup study in 2023 identified that approximately 1 in 4 people report feeling lonely. People that experience loneliness can have increased risks for conditions such as: heart disease and stroke, Type 2 diabetes, depression and anxiety, dementia, death, and more. The Center for Disease Control (CDC) has also noted that loneliness costs the US economy an estimated $406 billion annually. Parks can be utilized to improve individuals' mental and physical well-being and decrease medical costs in the community.

Develop Sports Complex

It is recommended for the City of Hutto to develop new athletic fields to accommodate the growing population and meet existing and future needs of youth and adult athletics. It is crucial to consider population growth, property acreage, budget, and recreational vs. tournament play when considering the design and construction of a sports complex. Additional land should be considered for the development of a new sports complex because Fritz Park, Creekside Park, and Riverwalk Park do not have the necessary room to expand with the addition of new diamond and rectangular game fields. It is recommended to consider developing the following amenities when constructing a new Sports Complex:

- Sports Complex
  - Athletic Fields
- Supporting Amenities:
  - Batting Cages
  - Multi-Purpose Trails
  - Restrooms/Concession
  - Lighting
  - Site Furniture and Equipment (water filling stations, medical equipment, seating, etc.)
  - Parking
- Maintenance
  - Staff
  - Storage
  - Equipment

Four different options have been identified and should be considered by the City to meet the local youth and adult athletic needs. Every option will at a minimum meet the current recreational needs regarding athletic fields and enhance the community through an increased quality of life, positive economic impacts and the health and well being of the residents and visitors of Hutto. The four recommended options to consider are provided on the following pages. It is important to note that the City will need to construct the build-out facility to meet the ultimate needs of the community; however, the options provided will allow the City to develop the Sports Complex in a phased approach to expand in concurrence with the projected growth and minimize the initial direct financial impact. Some of the existing fields, while providing recreational opportunities, are not regulation size so the recommendation is to construct new fields to regulation sizes.

- Option A (Fritz Park) - Construct athletic facilities at the Cottonwood property
- Option B (Current Needs) - Construct a Sports Complex to support the existing user groups
- Option C (Short-Term Needs) - Construct a Sports Complex to support the projected five-year (2029) short-term needs
- Option D (Build-Out Needs) - Construct a Sports Complex to support the projected population at build-out (2036)

The City could phase any of these four options to best meet the athletic needs while considering the available funding.

Land Acquisition

If the decision is made to acquire land for the development of a new sports complex, the City of Hutto must be proactive in the acquisition as land is becoming more expensive and susceptible to development. Members of City Council, the Parks Board, and City staff should engage with community members to educate on the importance of parkland and emphasize the need for athletic fields as the community continues to grow. As land becomes available, the City should conduct a preliminary assessment of the site to determine its potential for a sports complex. An important factor regarding a potential site is the topography as relatively flat properties tend to be more cost effective when constructing diamond and rectangular fields. Items to consider when acquiring land include:

- Site access
- Existing utilities
- Elevation changes
- Permitting/deed restrictions
- Easements
- Floodplains/floodways
- Neighboring property uses

The city should consider the cost of the land and the overall developability of the property. Property may become available through purchase or donation. The City should contact a landowner and/or realtor to begin the conversation of acquisition if a desirable tract of land is determined or becomes available. Additionally, the City could secure the right of first refusal on properties that are found to be suitable for recreational development. Once acreage has been acquired, it typically takes 3-4 years to complete the development of a sports complex. In this process, the city will consider available funding sources, consult with landscape architects and engineers regarding the design, and place the project to bid for construction. The length of this process will vary depending on the project scope, scale, and funding source.

Cost Estimate

It is important for the City of Hutto to understand the overall cost of constructing a new athletic complex. An estimated budget will allow both the Parks and Recreation Department and City Council to make educated decisions regarding the scope and scale of the project. Cost estimates have been provided for the options available to the City to enhance the athletic opportunities. No site specific design has been completed and the numbers provided in are merely allowances of what a project of this scope could cost, but it will vary pending the actual design. Potential fees associated with land acquisition and site mitigation have not been included. Cost projections through 2029 have been provided at an annual 5% increase to note the increased cost of the project over time.

Option A - Construct athletic facilities at the Cottonwood property

To meet the current and/or five-year projected short-term athletic needs of the community, the City of Hutto should expand Fritz Park. The property directly to the east is approximately 71 acres and is owned by the HEDC. The Hutto Parks and Recreation Department has the opportunity to work with the HEDC to expand the Fritz Park facilities.

This property is located centrally within the city, and will enhance the recreational opportunities for Fritz Park. There is floodplain along the western boundary of this property, directly adjacent to Fritz Park. Approximately 17 acres are within the 100-year floodplain, 3 acres are within the 500-year floodplain, and 4 acres are within the regulatory floodway. As such, this is an ideal location for the expansion of Fritz Park as floodplain land is frequently utilized for recreation.

Figure 5.2

Expansion of Fritz Park



To expand the Fritz Park facilities, the City of Hutto should construct the following:

- (3) Baseball Fields
  - (1) 6U field
  - (1) 8U field
  - (1) 12U field
- (1) Softball Field
  - (1) 10U field

There are several elements the City must consider with this option. The City would likely only be able to utilize a portion of this property, which could be utilized to meet the needs of the local youth and adult recreation through the next five years. The City will not be able to build this site with the athletic facilities to serve the projected build-out population. This option would require the use of the existing non-regulation sized athletic fields at the current locations and the proposed fields at the Cottonwood property to meet the athletic needs.

Figure 5.3
Cost Estimate - Expand Fritz Park

DESCRIPTION	TOTAL COST
(3) Baseball Fields with LED lighting	$2,250,000
(1) Softball Fields with LED lighting	$750,000
Restroom / Concession	$1,000,000
Maintenance Facility	$250,000
Playground	$500,000
Concrete Trails	$350,000
Pavilion	$200,000
Batting Cages/Pitching Practice	$100,000
Site Furniture	$150,000
Signage	$50,000
Parking with Lighting / Pavement	$1,000,000
Site Improvement Allowance (utilities, dirt work, landscaping, etc.)	$3,500,000
Contingency (20% of construction)	$2,000,000
2025 TOTAL CONSTRUCTION	**$12,100,000**
Construction Management (10% of construction)	$1,000,000
Design (10% of construction)	$1,000,000
2025 TOTAL PROFESSIONAL SERVICES	**$2,000,000**
2025 TOTAL	**$14,100,000**

The projected cost for this project through 2029 can be seen below. This assumes an annual inflation rate of 5% and has been rounded for clarity:

2026	$14,800,000
2027	$15,500,000
2028	$16,275,000
2029	$17,000,000

Option B - Construct a Sports Complex to support the existing user groups

To meet the current needs of the community and plan to expand the facility as the population grows, the City of Hutto should develop a sports complex that consists of:

- 5 Baseball Fields
  - (1) 6U field
  - (1) 8U field
  - (1) 10U field
  - (1) 12U field
  - (1) 14U field
- 2 Softball Fields
  - (1) 10U field
  - (1) 14U field
- 6 Soccer Fields
  - (1) 6U field
  - (1) 8U field
  - (1) 10U field
  - (1) 12U field
  - (2) 13U+ field

There are multiple benefits to this approach, including a minimal up-front cost, addressing the immediate needs of the users and can develop further phases based on the population growth and demand. A Sports Complex of this size would need to be developed on a minimum of 25 acres. Additional maintenance staff and equipment will be required to operate and maintain a sports facility of this size.

Figure 5.4

Cost Estimate - Sports Complex for Current Needs

DESCRIPTION	TOTAL COST
(5) Baseball Fields with LED lighting	$3,750,000
(2) Softball Fields with LED lighting	$1,500,000
(6) Soccer Fields with LED lighting	$1,800,000
(1) Football Field with LED lighting	$300,000
Restroom / Concession	$2,000,000
Maintenance Facility	$250,000
Playground	$500,000
Concrete Trails	$500,000
Pavilion	$400,000
Batting Cages/Pitching Practice	$100,000
Site Furniture	$300,000
Signage	$100,000
Parking with Lighting / Pavement	$1,500,000
Site Improvement Allowance (utilities, dirt work, landscaping, etc.)	$5,250,000
Contingency (20% of construction)	$3,500,000
2025 TOTAL CONSTRUCTION	**$21,750,000**
Construction Management (10% of construction)	$2,000,000
Design (10% of construction)	$2,000,000
2025 TOTAL PROFESSIONAL SERVICES	**$4,000,000**
2025 TOTAL	**$25,750,000**

The projected cost for this project through 2029 can be seen below. This assumes an annual inflation rate of 5% and has been rounded for clarity:

2026	$27,000,000
2027	$28,500,000
2028	$30,000,000
2029	$31,500,000

Option C - Construct a Sports Complex to support the projected 5-year short-term needs

To meet the five year projected short-term needs of the community, the City of Hutto should develop a sports complex the consists of:

- 6 Baseball Fields
  - (2) 6U fields
  - (1) 8U field
  - (1) 10U field
  - (1) 12U field
  - (1) 14U field
- 2 Softball Fields
  - (1) 10U field
  - (1) 12U+ field
- 9 Soccer Fields
  - (2) 8U fields
  - (3) 10U fields
  - (1) 12U fields
  - (3) 13U+ fields
- 1 Football Field

The benefits to this option are cost savings through design, engineering and construction, minimal phases of design and construction and the potential that this short-term facility may meet the needs of the community even through build-out depending on the participation growth in youth athletics in Hutto and the surrounding communities. A Sports Complex of this size would need to be developed on a minimum of 75 acres. Additional maintenance staff and equipment will be required to operate and maintain a sports facility of this size.

Figure 5.5

Cost Estimate - Sports Complex for Projected 5-Year Population

DESCRIPTION	TOTAL COST
(6) Baseball Fields with LED lighting	$4,500,000
(2) Softball Fields with LED lighting	$1,500,000
(9) Soccer Fields with LED lighting	$2,700,000
(1) Football Field with LED lighting	$300,000
Restroom / Concession	$2,500,000
Maintenance Facility	$375,000
Playground	$500,000
Concrete Trails	$750,000
Pavilion	$400,000
Batting Cages/Pitching Practice	$200,000
Site Furniture	$300,000
Signage	$100,000
Parking with Lighting / Pavement	$1,750,000
Site Improvement Allowance (utilities, dirt work, landscaping, etc.)	$7,000,000
Contingency (20% of construction)	$4,500,000
2025 TOTAL CONSTRUCTION	**$27,500,000**
Construction Management (10% of construction)	$2,500,000
Design (10% of construction)	$2,500,000
2025 TOTAL PROFESSIONAL SERVICES	**$5,000,000**
2025 TOTAL	**$32,500,000**

The projected cost for this project through 2029 can be seen below. This assumes an annual inflation rate of 5% and has been rounded for clarity:

2026	$34,000,000
2027	$36,000,000
2028	$38,000,000
2029	$40,000,000

Option D - Construct a Sports Complex to support the projected population at build-out

To meet the projected 100,000 build-out in 2036, the City of Hutto should develop a sports complex the consists of:

- 9 Baseball Fields
  - (4) 6U fields
  - (2) 8U field
  - (1) 10U field
  - (1) 12U field
  - (1) 14U field
- 3 Softball Fields
  - (2) 10U field
  - (1) 12U+ field
- 16 Soccer Fields
  - (5) 8U fields
  - (2) 10U fields
  - (2) 12U fields
  - (7) 13U+ fields
- 3 Football Fields

A complex of this magnitude will require the acquisition of land, additional staff, maintenance equipment and an increased maintenance budget. A Sports Complex of this size would need to be developed on a minimum of 125 acres. While developing a site of this magnitude in a single phase will have an initial high price tag, it will likely be the least expensive option in the long-term. Single phase construction has cost savings due to the overall size and scope of the project and through required items such as design and engineering fees, contractor's general conditions, mobilization and utility installation. The other benefit to this option is that both the current and future needs of the City will be met and the facility will be large enough to host regional tournaments to draw families to Hutto for weekends.

Figure 5.6

Cost Estimate - Sports Complex for Projected Population at Build-Out

DESCRIPTION	TOTAL COST
(9) Baseball Fields with LED lighting	$6,750,000
(3) Softball Fields with LED lighting	$2,250,000
(16) Soccer Fields with LED lighting	$4,800,000
(3) Football Fields with LED lighting	$900,000
Restroom / Concession	$4,000,000
Maintenance Facility	$500,000
Playground	$1,000,000
Concrete Trails	$1,000,000
Pavilion	$800,000
Batting Cages/Pitching Practice	$200,000
Site Furniture	$600,000
Signage	$150,000
Parking with Lighting / Pavement	$2,500,000
Site Improvement Allowance (utilities, dirt work, landscaping, etc.)	$10,500,000
Contingency (20% of construction)	$7,000,000
2025 TOTAL CONSTRUCTION	**$43,000,000**
Construction Management (10% of construction)	$3,500,000
Design (10% of construction)	$3,500,000
2025 TOTAL PROFESSIONAL SERVICES	**$7,000,000**
2025 TOTAL	**$50,000,000**

The projected cost for this project through 2029 can be seen below. This assumes an annual inflation rate of 5% and has been rounded for clarity:

2026	$52,500,000
2027	$55,000,000
2028	$58,000,000
2029	$61,000,000

Athletic Field Recommended Dimensions

In addition to the City's high growth rate, the City is in need of additional fields due to the fact the existing field sizes are primarily not up to regulation size. Historically, the athletic fields were constructed to meet existing needs and were restricted in size based upon the available land. This constraint has resulted in field sizes that are typically smaller than the standard fields such as PONY, DIAMOND, etc. Standard field sizes for various sports can be seen on the following pages.

Figure 5.7A

PONY Baseball Field Dimensions

Age Group	Field Type	Bases	Pitching	Recommended Foul Line	Recommended Distance to Pocket
4U	Foal	50'	38'	125'	200'
6U	Shetland	50'	38'	125'	200'
8U	Pinto	60'	38'	150'	200'
10U	Mustang	60'	46'	175'	225'
12U	Bronco	70'	50'	225'	275'
14U	Pony	80'	54'	265'	315'
16U	Colt	90'	60'6"	300'	350'
19U	Palomino	90'	60'6"	300'	350'

Figure 5.7B

PONY Shetland Field

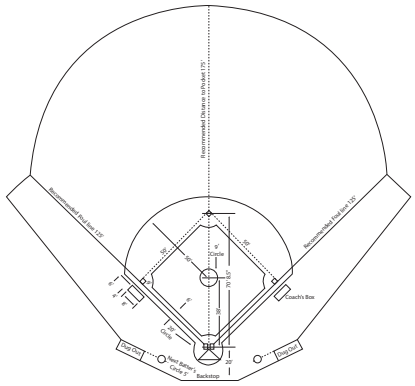


Figure 5.8A
PONY Softball Field Dimensions

Age Group	Field Type	Bases	Pitching	Recommended Foul Line	Recommended Distance to Pocket
6U	Shetland	55’	40’	150’	150’ to 175’
8U	Pinto	55’	40’	150’	150’ to 175’
10U	Mustang	60’	35’	150’	150’ to 175’
12U	Bronco	60’	40’	175’	175’ to 200’
14U	Pony	60’	43’	175’	175’ to 200’
16U	Colt	60’	43’	175’	175’ to 200’
18U	Palomino	60’	43’	175’	175’ to 200’

Figure 5.8B
PONY Colt Field

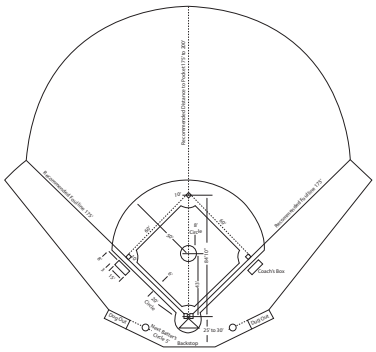
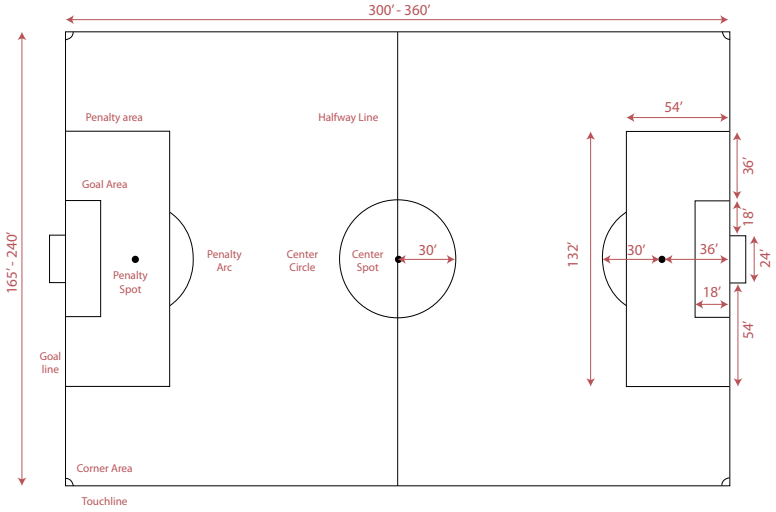


Figure 5.9A
Soccer Field Standard Dimensions

Age Group	Game Format	Length	Width
6U	3 vs 3 or 4 vs 4	75’ - 105’	45’ - 75’
8U	4 vs 4 or 5 vs 5	75’ - 105’	45’ - 75’
10U	6 vs 6 or 7 vs 7	165’ - 195’	105’ - 135’
12U	8 vs 8 or 11 vs 11	210’ - 240’	135’ - 165’
13U+	11 vs 11	300’ - 390’	150’ - 300’

Figure 5.9B
Soccer Field



Riverwalk Park

Based on the needs outlined in this study and from stakeholder input, it is recommended to enhance Riverwalk Park.

- Regrade the existing field surfaces
- Provide additional movable goal posts
- Provide portable player-seating
- Construct supporting amenities:
    - Restrooms
    - Concessions
    - Maintenance facility
    - Improved parking

The enhancement of Riverwalk Park will improve the safety and drainage of the existing soccer fields. In addition, this will create a more welcoming environment with supporting amenities such as restrooms and concessions and improved parking.

Creekside Park

The development of the Sports Complex and the repurposing of Fritz Park minimize the need for practice facilities at Creekside Park. This provides an opportunity to repurpose Creekside Park. As noted earlier in the plan, it is crucial that the city has community-driven parks to improve the quality of life for all citizens. Creekside Park has an excellent central location to serve Hutto's general population. It is important to note that although it is recommended to repurpose Creekside Park, the City should maintain an open lawn area that will provide flex-space for athletics.

It is recommended to develop Creekside Park with results based upon the latest Parks and Recreation Master Plan. General elements the City could construct at the repurposed park can found in General Park Improvements.

General Park Improvements

While athletic fields serve the specific purpose of facilitating sports games and practices, it is recommended to make improvements to the other areas of each park to benefit all park users. Parks are social hubs, and family members and friends gather to engage and watch athletic events. It is recommended to create spaces that are welcoming, inspirational, and versatile to people of all ages and abilities. An excellent park is one that provides a safe learning environment for youth athletes while also providing opportunities for diverse, civic uses, such as office lunches, exercise classes, book clubs, public art, etc.

The following improvements should be considered at all parks:

- Multi-purpose trails
- Play equipment
- Pavilions
- Restrooms
- Concession
- Fitness stations
- Public art
- Parking
- Lighting
- Maintenance facilities





Funding Sources

Funding Sources

Funding Opportunities

The City of Hutto has a variety of funding opportunities available that can assist with the funding of the proposed projects in this plan. Funding sources typically fall within three different categories: Local Partnership Opportunities, Local City Funding, and State or Federal Funding. There may also be additional funding available which is not listed within this plan. It is imperative for the City of Hutto to be proactive in the development of grant applications.

Locally Generated Funds

General Fund - Pay As You Go funds are typically used for smaller projects such as repairs and replacements at existing park facilities.

General Obligation Bonds are issued by the City following an election in which the voters authorize their issuance for specific stated purposes, as well as the necessary tax increases to support them. These bonds pledge the property or ad valorem taxing power of the city. General Obligation Bonds have been utilized previously in Hutto, and in 2018 Hutto residents voted to approve $50 million for the construction, acquisition, and development of infrastructure for parks and recreational purposes - including athletic fields.

Certificates of Obligation have basically the same effect as general obligation bonds except they do not require an election to authorize them. These certificates are issued on the authorization of the City Council. Repayment is based on the property taxing power of the city, utility system revenues, or a combination of the two.

Park Fee Ordinance fees are typically imposed on developers when they bring new projects into the community. The fees are used to ensure that as more development comes to the City, more park land is acquired, developed, or improved to maintain the current level of service. Each community has a specific ordinance, but typically the city can require the developer to provide land for a park, cash in lieu of the required land, or park development fees. As of the time this plan is adopted, the City of Hutto requires parkland to be dedicated at a minimum size of 15 acres. If parkland is to be dedicated at a smaller size then a fee will be required. The current fee is $2,300 per dwelling unit developed.

User Fees require the user of a facility to pay a fee for the use of the facility. Fees to be charged can be established to pay for debt service, maintenance, and operation of the Parks System.

Hutto Parks Foundation provides funding opportunities for Hutto parks. This is a non-profit organization and is close to submitting for a 501c3 status.

Private or Corporate Donations from foundations, corporations, and/or private individuals are often used to acquire and develop parks. The City should continuously identify and pursue opportunities to receive such funding for parks. One avenue for receiving donations is through the use of the Texas Parks & Recreation Foundation. This foundation has been developed to help all communities in the State of Texas maximize the benefits of donations of land, property, and money.

Debt Issuance debt issued in the form of a bond to fund day-to-day obligations and capital projects.

State and Federal Funding

Local Parks Non-Urban Outdoor Recreation Grants are intended for communities with a population of less than 500,000 and can be used for the acquisition, development, or the renovation of parks and open spaces. This is a 50/50 matching grant with a ceiling of $750,000.

Community Outdoor Outreach Program (Co-Op) Grants are primarily used to assist non-profits and local governments for recreational programming geared toward under-served populations. The intent of the funding is to introduce the importance of environmental education and conservation and provide TPWD mission oriented outdoor recreational activities. This grant is a TPWD Sponsored grant with a minimum funding requirement of $5,000 and a ceiling of $50,000.

Land & Water Conservation Fund (LWCF) Grants are federally funded and administered by TPWD through the Texas Recreation Park Account. Note: if a city applies for an Outdoor Grant, TPWD may choose to fund a successful project directly through LWCF with no additional or separate application.

National Park Service (NPS Programs) are primarily used for parks and recreational opportunities and consist of LWCF & Urban Park and Recreation Recovery Act (UPARR) dollars. The United States Congress appropriates funds to each state.

Perdenales Electric Cooperative Inc. offers grants up to $5,000 for capital improvements, technology, and equipment related to energy efficiency.

Lower Colorado River Authority provides grant opportunities up to $50,000 for building, renovating, or purchasing equipment that is available to the community and improves capital asset.

Keep Texas Beautiful offers several grants targeted at improving the environment including improving waterways & water quality, wildlife species protection, and recycling.

Governor's Community Achievement Awards provides funding to communities that have achieved exceptional work through community leadership and coordination, public awareness and outreach, environmental education and youth engagement, beautification and community improvement, litter prevention and cleanup, solid waste management, and litter law and illegal dumping enforcement.

AGENDA ITEM REPORT
12.2.

To:	City Council
Subject:	Consideration and possible action to approve Resolution No. R-2024-134 to award a Depository Services contract to Wells Fargo Bank and authorizing the City Manager to execute the contract and all necessary agreements (Alberta Barrett)
Meeting:	Thursday, July 11, 2024
Department:	Finance /
Staff Contact:	

BACKGROUND INFORMATION:

Chapter 105 of the Texas Local Government Code requires that the City of Hutto competitively solicit Financial Institutions to provide Primary Depository Services at least every five (5) years. The selected financial institution will serve as the City's primary depository bank, which handles the daily banking activity of the City. The City's current five-year Depository Contract terminates on September 30, 2024.

With the assistance of Valley View Consulting, LLC, a required solicitation was conducted and was advertised in March, adhering to the following schedule.

First Advertisement Request for Applications: March 24, 2024
Second Advertisement Request for Applications: March 31, 2024
Pre-Application Meeting: April 01, 2024
Deadline for questions: April 05, 2024
Request for Applications Opening: May 03, 2024

Two (2) applications were received to provide primary depository services to the City.
After a detailed review and analysis of the applications, it was determined that the incumbent bank, Wells Fargo Bank, provided the most advantageous application to serve as the City's Primary Depository Services provider.

Wells Fargo Bank has served the City well during the current contract period, and based on its application, is expected to continue to be a good business partner with the City.

SUMMARY OF REQUEST:

Award the Primary Depository Services contract to Wells Fargo Bank, N.A., for an initial term of two years effective October 1, 2024, with the option to renew for three additional one-year extension periods under the same terms and conditions.

AGENDA ITEM REPORT
12.2.

STAFF REVIEW:

FISCAL NOTES:

The city currently utilizes an earnings credit model, in which earnings can only be used to offset banking fees. Any earnings credit above the applicable fees is lost and not paid to the City as interest. Under the proposed contract, the City will elect to use the hard-dollar interest model. Under this model, banking fees will be charged to the City, but interest earned will be credited and will be able to be used at the City's discretion.

Under the initial two-year agreement of the contract, net income to the City is expected to be $819,756, calculated as follows:

Estimated Investment Income: $900,137
Estimated Fees: $80,381
Net Income: $819,756

ATTACHMENTS:

1. Resolution -Depository Services Contract
2. Depository Services Contract - Wells Fargo Bank 2024 10 01
3. Hutto 2024 RFA Project Recap

CITY OF HUTTO, TEXAS
RESOLUTION NO. R-2024-134

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, AWARDING A PRIMARY DEPOSITORY SERVICES CONTRACT TO WELLS FARGO BANK, N.A., AND AUTHORIZING THE CITY MANAGER THE CONTRACT AND ALL NECESSARY AGREEMENTS NECESSARY TO IMPLEMENT THE CONTRACT.

WHEREAS, the City is required by Chapter 105 of the Texas Local Government Code to select a primary depository for the City's funds, and

WHEREAS, the City has solicited for applications from eligible financial institutions to serve as the City's primary Depository, and

WHEREAS, the City has determined that Wells Fargo Bank, N.A. has provided the most advantageous terms to the City,

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

Section 1. The above and foregoing premises are true and correct legislative findings, and they are incorporated herein and made a part hereof for all purposes.

Section 2. The City Council hereby awards the City's primary depository contract to Wells Fargo Bank, N.A., for an initial two-year term effective October 1, 2024, with the option to extend for up to three (3) additional one-year periods.

Section 3. The City Manager is hereby authorized to execute all necessary agreements, as approved as to form by the City Attorney, to establish Wells Fargo Bank, N.A. as the City's depository bank.

Section 4. If any section, paragraph, sentence, clause, phrase or word of this Resolution or the application thereof to any person or circumstance is held invalid or unconstitutional, such holding shall not affect the validity of the remaining portions of this Resolution, and the City Council hereby declares that it would have passed such portions remaining despite invalidity or unconstitutionality.

Section 5. That this resolution, and the removal and appointment herein, shall take effective immediately from and after the date of its passage.

PASSED APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 11th day of July 2024, on vote of _____ AYES; _____ NAYS; and _____ ABSTENTIONS.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Laura Hallmark, City Secretary

DEPOSITORY SERVICES CONTRACT

THIS DEPOSITORY SERVICES CONTRACT, hereinafter called the "Contract", is made and entered into on the date last herein written by and between the City of Hutto, Texas, hereinafter called the "City", and Wells Fargo Bank, N.A., a banking association, organized under the law of the United States and authorized by law to do banking business in the State of Texas, hereinafter called the "Bank", and provides as follows:

1. **Designation of Depository**. The City, through action of the City Council, on July 11, 2024, hereby designates the Bank as a primary depository bank for the period beginning October 1, 2024, and continuing through September 30, 2026, with the option for three (3) one-year extensions under the same terms and conditions.

2. **General**. All services rendered to the City by the Bank under this Contract shall be performed in accordance with commercially reasonable standards for public fund organizations and under the overall direction and instructions of the City pursuant to the Bank's standard operations, policies, and procedures.

3. **Scope of Services**. The Bank agrees to provide those services as described in the City's Request for Application for Depository Bank Services released on March 22, 2024, hereinafter referred to as the "RFA". The RFA and the Bank's response to the RFA, hereinafter referred to as the "Application", are incorporated herein by reference. The Bank acknowledges that all services performed by the Bank are subject to the approval of the City. The Bank agrees to provide additional services as requested from time to time by the City and mutually agreed upon by the Bank.

4. **City Representatives**. During the term of this Contract, the City will, through appropriate action of its City Council, designate the officer, or officers, who singly or jointly will be authorized to represent and act on behalf of City in any and all matters of every kind arising under this Contract and to (a) appoint and designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfer on behalf of the City in accordance with the electronic funds or funds transfer agreement and addenda, and (b) make withdrawals or transfer by written instrument.

5. **Collateral Custodian**. The City and the Bank, by execution of this Contract, hereby designate Bank of New York Mellon as custodian, hereinafter called the "Collateral custodian", to hold in trust, according to the terms and conditions of this Contract, the collateral described and pledged by the Bank in accordance with the provisions of this Contract.

6. **Custodial Fees**. Any and all fees associated with the Collateral custodian's holding of collateral for the benefit of the City shall be paid by the Bank, and the City will have no liability therefore.

7. **Entire Agreement**. The entire agreement between Bank and City shall consist of this Contract, the City's RFA (except to the extent Bank took specific exceptions in the Bank's Application), the Bank's Application, the Collateral Agreement with the Collateral custodian, and other such bank service agreements, policies and documents as may be required and approved by the parties (together, the "Banking Agreements"), each incorporated by reference as they presently exist and each listed in governing order of precedence in the event of conflict among the documents. This Contract supersedes any and all prior representations, statements, and agreements, whether written or oral. The terms and provisions of this Contract may not be amended, altered, or waived except by mutual agreement evidenced by a written instrument signed by duly authorized representatives of both parties.

8. **Collateralization**. All funds on deposit with the Bank to the credit of the City shall be secured by collateral as provided for in the Public Funds Investment Act (Chapter 2256 of the Texas Government Code as amended), the Public Funds Collateral Act (Chapter 2257 of the Texas Government Code), the City's Investment Policy, and the Bank's Application. The City agrees to promptly provide to the Bank any changes to its Investment Policy. The Depositor agrees that it shall only direct the Bank in writing to make investments authorized pursuant to the foregoing.

If marketable securities are pledged by the Bank as collateral, the total market value of the securities securing such deposits shall be in an amount at least equal to the minimum required amount as per the City's Investment Policy. The market value of any pledged securities (collateral) must be obtained from non-Bank-affiliated sources. The Bank shall monitor and maintain the required collateral margins and levels at all times.

The Bank has heretofore, or will immediately hereafter, deliver to the Custodian collateral of the kind and character above mentioned of sufficient amount and market value to provide adequate collateral for the funds of the City deposited with the Bank. The Custodian shall accept said collateral and hold the same in trust for the purposes herein stated. Said collateral or substitute collateral, as hereinafter provided for, shall be kept and retained by the Custodian in trust so long as deposits of the City remain with the Bank. The Bank hereby grants a security interest in such collateral to City.

If at any time the collateral in the hands of Custodian shall have a market value in excess of the required balances, the City may authorize the withdrawal of a specified amount of collateral, and the Custodian shall deliver this amount of collateral (and no more) to the Bank.

If the Bank shall desire to sell or otherwise dispose of any one or more of said securities so deposited with the Custodian, the Bank may substitute for any one or more of such securities other securities of the same market value and of the character authorized herein. Such right of substitution shall remain in full force and may be exercised by the Bank as often as it may desire; provided, however, that the aggregate market value of all collateral pledged hereunder, shall be at least equal to the amount of collateral required hereunder. If at any time, the aggregate market value of such collateral so deposited with the Custodian be less than the total sum of the City's funds on deposit with the Bank, the Bank shall immediately deposit with the Custodian such additional collateral as may be necessary to cause the market value of such collateral to equal the total amount of required collateral. The Bank shall be entitled to income on securities held by the Custodian, and the Custodian may dispose of such income as directed by the Bank without approval of the City.

If surety bonds or letters of credit are utilized, the City shall agree as to the issuer and form of contract prior to pledge. The amount of surety bonds or letters of credit will be at least equal to the minimum required amount as per the City's Investment Policy.

9. **Pledge Receipts**. The Custodian shall promptly forward to the City copies of pledge receipts covering all such collateral held for the City, including substitute collateral as provided for herein.

10. **Default**. Should the Bank fail at any time to pay and satisfy, when due, any check, draft, or voucher lawfully drawn against any deposits and the interest on such deposits or in any manner breach the Banking Agreements with the City, the City shall give written notice of such failure or breach to the Bank, and the Bank shall have one (1) business day to cure such failure or breach. In the event the Bank shall fail to cure any such failure or breach within one (1) business day or should the Bank be declared insolvent by a Federal banking regulatory agency, it shall be the duty of the Custodian, upon demand of the City, to surrender the above-described collateral to the City, or it shall be the duty of the surety bond or letter of credit provider to perform under the terms of their respective contract.

The City may sell any part of such collateral, or receive all or any part of a surety bond or letter of credit settlement, and out of the proceeds thereof, pay the City all damages and losses sustained by it, together with all reasonable and documented expenses of any and every kind incurred by it on account of such failure or insolvency, or sale, and account to the Bank for the remainder, if any, of said proceeds or collateral remaining unsold.

11. **Sale of Seized Collateral**. Any sale of such seized collateral, or any part thereof, made by the City hereunder may be either at public or private sale, provided however, it shall give both the Custodian and the Bank two (2) hours' prior written notice of the time and place where such sale shall take place, and such sale shall be to the highest bidder therefore for cash. The City and the Bank shall have the right to bid at such sale.

12. **Release of Collateral**. When the relationship of the City and the Bank shall have ceased and when the Bank shall have properly paid out all deposits of the City, it shall be the duty of the City to give the Custodian notice to that effect; whereupon the Custodian shall, with the approval of the City, redeliver to the Bank all collateral then in its possession belonging to Bank. An order in writing to the Custodian by the City and a receipt for such collateral by the Bank shall be a full and final release of the Custodian of all duties and obligations undertaken by it by virtue of these presents.

13. **Successors**. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever a reference is made herein to either party, such reference shall include the party's successors and assigns.

14. **Compensation**. The City and the Bank agree that any compensation for the performance of all duties and services and interest rate or earnings credit paid on all deposits is set forth in the Application accepted by the City. Except as may otherwise be provided in the Banking Agreements, said compensation shall constitute full payment for all services, liaison, products, materials, and equipment required to provide the professional banking services, including services, materials, training, equipment, travel, overhead, and expenses. Fees shall be fixed for the term of the Banking Agreements, including all extensions.

15. **Consideration**. The Banking Agreements, are executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

16. **Counterparts.** This Contract and other agreements shall be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic or other signature shall also be deemed to constitute an original if properly executed.

17. **Authority to Execute**. The individuals executing this Contract and other agreements on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Contract and other agreements to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Contract and other agreements in order for the same to be an authorized and binding on the party for whom the individual is signing and that each individual affixing his or her signature hereto is authorized to do so.

18. **Governing Law and Venue**. This Contract shall be governed by the laws of the State of Texas. Wilson County shall be the venue for any lawsuit arising out of this Contract.

19. **Certification Regarding Boycotting of Israel.** Texas Government Code, Title 10, Subtitle F, Chapter 2271.002 - Provision Required in Contract. (a) This section applies only to a contract that:

(1) Is between a governmental entity and a company with 10 or more full-time employees; and

(2) Has a value of $100,000 or more that is to be paid wholly or partly from public funds of the government entity.

(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) Does not boycott Israel; and
(2) Will not boycott Israel during the term of the contract.

20. **Certification Regarding Boycotting of Certain Energy Companies.** Texas Government Code, Title 10, Subtitle F, Chapter 2276.002 - Provision Required in Contract. (a) This section applies only to a contract that:

(1) Is between a governmental entity and a company with 10 or more full-time employees; and
(2) Has a value of $100,000 or more that is to be paid wholly or partly from public funds of the government entity.

(b) Except as provided in Subsection (c), a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) Does not boycott energy companies; and
(2) Will not boycott energy companies during the term of the contract.

(c) Subsection (b) does not apply to a governmental entity that determines the requirement of Subsection (b) are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

21. **Certification Regarding Boycotting of Firearms Entity or Firearms Trade Association.** Texas Government Code, Title 10, Subtitle F, Chapter 2274.002 - Provision Required in Contract. (a) This section applies only to a contract that:

(1) Is between a governmental entity and a company with at least 10 full-time employees; and

(2) Has a value of at least $100,000 that is paid wholly or partly from public funds of the government entity.

(b) Except as provided by Subsection (c) and Section 2274.003, a governmental entity may not enter into a contract with a company for the purchase of goods or services unless the contract contains a written verification from the company that it:

(1) Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity of firearm trade association; and
(2) Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

(c) Subsection (b) does not apply to a governmental entity that:

(1) Contracts with a sole-source provider; or
(2) Does not receive any bids from a company that is able to provide the written verification required by that subsection.

22. **Notices**. Except as may otherwise be specified in the applicable service-level agreements and/or set-up forms, any demand, notice, request, instruction, designation, or other communication(s) required in writing under this Contract shall be personally delivered or sent certified mail, return receipt requested, to the other party as follows:

City: **City of Hutto**
Attn:

Bank: **Wells Fargo Bank**
Attn:

Changes to notice information may be made by either party with written notification to the other party.

23. **Severability**. If any provision of this Contract is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties, shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the illegal, invalid, or unenforceable provision as possible. The remaining portion of the Contract not declared illegal, invalid, or unenforceable shall remain valid and in full force and effect for the term remaining.

24. **Binding Commitment**. The Bank hereby acknowledges itself duly and firmly bound for the faithful performance of all the duties and obligations required by applicable law, including the Texas Government Code and the Texas Local Government Code.

25. **Continuation**. Unless this contract is terminated sooner, the Bank's designation as the primary City Depository will remain continuously in effect through September 30, 2026, subject to execution of the extension options.

Executed by the undersigned duly authorized officers of the parties hereto:

CITY OF HUTTO, TEXAS	WELLS FARGO BANK, N.A.
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:
ATTEST:	ATTEST
By:	By:
Name:	Name:
Title:	Title:

Valley View Consulting, L.L.C.

July 11, 2024

Ms. Alberta S. Barrett, Finance Director
City of Hutto
500 W. Live Oak Street
Hutto, TX 78634

Dear Ms. Barrett:

Thank you for the opportunity to assist the City of Hutto (the "City") with this Depository Services Request for Applications #2024-020-AB-001 (the "RFA") project. The objective of this engagement was to assist the City in selecting a primary depository following the current contract's September 30, 2024, expiration. The new contract period will be for an initial term of two (2) years commencing October 1, 2024, and continuing through September 30, 2026, with three (3) one-year extension options under the same terms and conditions.

Procedure

The RFA project began with the establishment of a Calendar of Events to ensure that the required project steps were performed in a timely and sequential manner.

The process for selecting a Primary Depository is governed by the State of Texas Local Government Codes: Chapter 105 Municipal Depository Act; Chapter 176 Conflict of Interest Act; Chapter 2256 Public Funds Investment Act; and Chapter 2257 Public Funds Collateral Act.

In addition to complying with these State statutory requirements, it was necessary to comply with the City's financial and purchasing policies and Investment Policy.

The RFA procedure was conducted as follows:

1. Analyzed bank service usage and balance records.
2. Reviewed bank accounts and statements.
3. Established the minimum required banking services and potential additional services.
4. Developed a list of eligible financial institutions within the City's municipal boundaries:

2428 Carters Mill Road, Huddleston, VA 24104-4003
540.297.3419

a. Bank of America, N.A.
b. JP Morgan Chase Bank, N.A.
c. PNC Bank
d. Regions Bank
e. Wells Fargo Bank, N.A.

5. Contacted the identified financial institutions.
6. Drafted the RFA for review and approval.
7. Advertised as required.
8. Distributed the RFA documents to eligible banks via email.
9. Hosted a Pre-Application Zoom Conference Call that was attended by the following:

a. JP Morgan Chase Bank, N.A.
b. Regions Bank
c. Wells Fargo Bank, N.A.

By the deadline, two (2) applications were received from the following banks:

a. Regions Bank
b. Wells Fargo Bank, N.A. (Incumbent)

The evaluation of the applications was based on, but not limited to, the following criteria, in no particular order of priority:

1. Ability to perform and provide the required and requested services
2. References provided and quality of services
3. Cost of services
4. Transition cost, retention, and transition offers and incentives
5. Interest paid on interest-bearing accounts and deposits
6. Earnings credit rate on compensating balances
7. Previous service relationship with the Town
8. Convenience of location(s)
9. Completeness of application, and
10. Financial strength and stability of the institution

In addition to the considerations listed above, the following categories of financial and operational elements were considered:

Fees - Depository Services

Each bank provided a proposed schedule of fees based on the monthly volumes of specific services to be provided to the City.

Earnings Potential

Earnings Credit: Earnings credit generates "earnings" that can only be used to offset banking fees. Any earnings credit above the applicable fees is lost and not paid to the City as interest.

Hard-dollar Interest: Hard-dollar interest is regular interest earnings that represent true earnings that can be used in any manner at the City's discretion.

Interest Rate Options: In the current interest rate environment, it is beneficial to forego the earnings credit rate since it is lower than the hard interest rate offered by both banks. With this approach, monthly service fees are hard charged to the City, in lieu of the higher hard interest earned on all balances. Regions Bank offered a rate indexed to the Federal Funds Rate minus 162 basis points. Wells Fargo offered the Government Money Market Fund Sweep, which has a rate determined by market rate. When the analysis was prepared, the Regions rate was 3.88%, and the Wells Fargo sweep rate was 5.22%.

Transition Costs

Transitioning to a new depository can take up to 3 months, requiring management and staff time. As well as potential costs for supplies and programming to achieve compatibility between the City's systems and the new depository. The following table summarizes the financial analysis of the applications considered:

Summary Financial Comparison		
	Wells Fargo (Incumbent)	**Regions Bank**
Average Bank Balance	$8,622,000	$8,622,000
Interest Rate Offered	5.22%	3.88%
Two Year Investment Income	$819,756	$585,676
Net Two Year Fees	(80,381)	(83,391)
Net Two Year Income	**$819,756**	**$585,676**
Fees for Five Year Term	(215,952)	(226,347)
Five Year Investment Income	$2,034,390	$1,446,321
Net Five Year Income	**$2,034,390**	**$1,446,321**
Incentives Offered	$5,000	$0
Net Income w/ Incentives	**$2,039,390**	**$1,446,321**

Conclusion

The banking relationship is a critical component of the City's financial operations and Wells Fargo Bank, N.A. has demonstrated over the last five years that it has the ability to provide the City's required services

in an efficient and effective manner; it has also submitted an application that is the most advantageous to the City in terms of overall ability to service the City at the most reasonable bottom-line cost.

As the City's consultants, we concur with the City staff's recommendation that the City Council award the Primary Depository Bank Services contract to Wells Fargo Bank, N.A., subject to execution of all related documentation. The initial contract term is proposed to be two years commencing October 1, 2024, with the option to renew for three additional one-year extensions under the original terms and conditions.

Please contact Tim Pinon, or me to discuss any questions or additional information needs. Thank you for this opportunity to serve the City of Hutto.

Sincerely,



Orlando A. Saenz
Valley View Consulting, L.L.C.

AGENDA ITEM REPORT
12.3.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2024-135 scheduling a public hearing to consider amendments to the Land Use Assumptions and a Capital Improvements plan for Water and Wastewater under which an impact fee may be imposed within the City; directing the City Secretary to publish notice of said public hearing; and directing the Capital Improvement Advisory Committee to consider and make recommendations on the amendments to the Water and Wastewater Land Use Assumptions and Capital Improvements Plan (Matt Rector)
Meeting:	Thursday, July 11, 2024
Department:	Engineering /
Staff Contact:	Matt Rector

BACKGROUND INFORMATION:

This agenda item has been added to request Council approval for discussion and consideration of a public hearing for updates to the water and wastewater impact fee program.

City Council approved a professional service contract to retain the service of Kimley Horn and Associates for the update of the Water and Waste Water Impact Fees as part of the Fiscal Year 2024 approved budget. The specific scope of services for Amendment 1 for City of Hutto Water and Wastewater Impact Fees will include a financial calculation in accordance with Chapter 395 for the maximum assessable water and wastewater impact fee and an updated impact fee calculation and report.

The City of Hutto has adopted an Ordinance "Establishing Water and Wastewater Impact Fees," in accordance with Chapter 395 of the Local Government Code. The ordinance and associated impact fees were established and based on the Service Area Land Use Assumptions and Capital Improvement Plan. The City updates water and wastewater impact fees by Ordinance in response to the adoption of a new Comprehensive Land Use Plan and expansion of the City's corporate boundaries and extraterritorial jurisdiction (ETJ). The maximum calculation fee and current imposed fees will be presented

By definition, Impact Fees are a funding mechanism that allows entities to recover the costs associated with new facilities or facility expansions to serve future development. These fees are utilized to assist in reducing the cost of needed infrastructure paid by existing customers through water and wastewater rates. Agreeably, Chapter 395 of the Texas Local Government Code provides guidance for the process, development, and calculation of the fee as imposed on new development in order for the City to generate revenue to fund or recoup the costs of capital improvements or facility expansion necessitated by and attributable to such new development. Impact fees do not include the dedication of rights-of-way or easements for such facilities, or the construction of such improvements.

AGENDA ITEM REPORT
12.3.

Attached for review and consideration is the July Report for the Water and Wastewater Impact Fee Update.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

1. Hutto Res W.WW calling public hearing on LUA and CIP
2. DRAFT_Hutto-WWW-IFU-2024
3. 20240702_2024WWWIFU-CIAC3

CITY OF HUTTO, TEXAS

RESOLUTION NO. R-2024-135

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS SCHEDULING A PUBLIC HEARING TO CONSIDER ADOPTION OF LAND USE ASSUMPTIONS AND A CAPITAL IMPROVEMENTS PLAN FOR WATER AND WASTEWATER UNDER WHICH AN IMPACT FEE MAY BE IMPOSED WITHIN THE CITY; DIRECTING THE CITY SECRETARY TO PUBLISH NOTICE OF SAID PUBLIC HEARING; AND DIRECTING THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE TO CONSIDER AND MAKE RECOMMENDATIONS ON THE WATER AND WASTEWATER LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN.

WHEREAS, Chapter 395 of the Texas Local Government Code, ("Chapter 395"), provides procedures for preparing land use assumptions and a capital improvements plan for the consideration of imposing water and wastewater impact fees within the municipal limits or outside the boundaries of a city; and

WHEREAS, the City of Hutto has found it necessary and appropriate to employ qualified professionals to prepare land use assumptions and a capital improvements plan for water and wastewater; and

WHEREAS, the City of Hutto has created an Capital Improvements Advisory Committee that is charged with making recommendations and otherwise advising the City Council on land use assumptions and the capital improvements plans for water and Wastewater, as well as any other component of growth on which impact fees might be considered; and

WHEREAS, the City Council of Hutto now desires to schedule a public hearing on the land use assumptions and capital improvement plan for the possible imposition of water and wastewater impact fees in accordance with Chapter 395 .

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

Section 1. The foregoing recitals are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.

Section 2. In accordance with Chapter 395 of the Texas Local Government Code, the City Council has employed qualified professionals to prepare land use assumptions and a capital improvements plan for the imposition of water and wastewater impact fees within the City limits.

Section 3. The City Council hereby schedules a public hearing on the land use assumptions and water and wastewater capital improvements plan on Thursday August 15,

2024, at 7:00 p.m., accessible online as a virtual meeting and in the Council Chambers within City Hall, 500 W. Oak Street, Hutto, Texas.

Section 4. The City Secretary is directed to have notice, as described herein, of such public hearing published in the official newspapers of the City of Hutto, Texas as required by law. The City Secretary is further directed to send notice of hearing by certified mail to any person who has given written notice to the City Secretary requesting notice of such hearing and to post the notice on the City's website.

Section 5. Copies of the land use assumptions and capital improvements plan for water and wastewater shall be available to the public at the Office of the City Secretary at City Hall, 500 W. Oak Street, Hutto, Texas and on the City's website.

Section 6. The Capital Improvements Advisory Committee is directed to review the land use assumption and capital improvements plan for water and wastewater and forward their recommendations to the City Council no later than August 10, 2024.

AND, IT IS SO RESOLVED. PASSED AND APPROVED this 11th day of July, 2024.

PASSED, APPROVED, AND ADOPTED by the **CITY COUNCIL** of the **CITY OF HUTTO, TEXAS,** on the 11th day of July, 2024, on vote of ___ **AYES;** ___ **NAYS;** and ___ **ABSTENTIONS.**

CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Laura Hallmark, City Secretary

CITY OF HUTTO, TEXAS

2024

WATER AND WASTEWATER IMPACT FEE STUDY UPDATE

PREPARED FOR:

CITY OF HUTTO

PREPARED BY:

KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, CAMPUS IV, SUITE 200
AUSTIN, TX 78759

PHONE: 512.418.1771

TBPE FIRM REGISTRATION NUMBER: F-928



Kimley»Horn

Draft 2024 Water and Wastewater Impact Fee Update

Prepared for:

City of Hutto, Texas

Prepared by:

Kimley-Horn and Associates, Inc.
10814 Jollyville Road, Campus IV, Suite 200
Austin, TX 78759
512.418.1771
Firm Registration No. F-928

July 2024

THIS DOCUMENT IS INCOMPLETE AND IS RELEASED TEMPORARILY FOR INTERIM REVIEW ONLY.

JAMES LANCE PARISHER, P.E.
SERIAL NUMBER. 106221
DATE: JULY 2024

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Executive Summary

2024 Water and Wastewater Impact Fee Update

Prepared for the City of Hutto

Prepared By

Kimley-Horn and Associates, Inc.

10814 Jollyville Road, Campus IV, Suite 200

Austin, TX 78759

512.418.1771

Firm Registration No. F-928

July 2024

Executive Summary

INTRODUCTION

Impact Fees are a mechanism for funding the public infrastructure necessitated by new development. Across the country, they are used to fund police and fire facilities, parks, schools, roads, and utilities. In Texas, the legislature has allowed their use for roadway, drainage, water, and wastewater facilities. In 2023, the City of Hutto began exploring an update to the Water and Wastewater Impact Fees as a funding tool for infrastructure needs as a result of growth in the City.

In the most basic terms, impact fees are meant to recover the incremental cost of the impact of each new unit of development towards new infrastructure needs. Impact Fees are a mathematical calculation that determine a maximum fee that would be equivalent to growth paying for growth. This study's purpose is to calculate the maximum impact fee per service unit of new growth.

The Maximum Impact Fee is considered an appropriate measure of the impacts generated by a new unit of development on a City's infrastructure system. An impact fee program is anticipated to be designed so that it is **predictable** for both the development community and City. An impact fee program is **transparent**. This report describes in detail how the fee is calculated and how the Capital Improvements Advisory Committee (CIAC) monitors the Impact Fee program. An impact fee program is **flexible** in that funds can be used on priority projects and not just on projects adjacent to a specific development. An impact fee program is both **equitable** and **proportional** in that every new development pays an equal fee that is directly related to its systemwide impact.

IMPACT FEE BASICS

Service Areas

A Service Area is a geographic area within which a unique maximum impact fee is determined. All fees collected within the Service Area must be spent on eligible improvements within the same Service Area. For Water and Wastewater Impact Fees, a Service Area can be defined for both water and wastewater facilities that consists of the City Limits and extends throughout the Extraterritorial Jurisdiction (ETJ). Therefore, this study utilizes a singular Service Area for the Water and Wastewater components respectively.

Land Use Assumptions

The Impact Fee determination is required to be based on the projected growth and corresponding capacity needs in a 10-year window. This study considers the years 2023-2033 for the projected 10-year water LUE growth of 13,989 and wastewater LUE growth of 23,224. These projections set the basis for determining demands to serve new growth.

Service Units

The "service unit" is a measure of consumption or use of the capital facilities by new development. In other words, it is the unit of measure used to quantify the supply and demand for utilities in the City. Service units are attributable to an individual unit of development and utilized to calculate the maximum impact fee of a development.

The service unit for water and wastewater impact fees is based on the size of the individual water meters used to serve growth-related development. The base water service unit is the water demand associated

with the smallest water meter issued for a new residential unit. The base wastewater service unit is the wastewater flow associated with the smallest water meter issued for a new residential unit. The smallest water meter issued for a new residential unit in the City of Hutto is a 5/8-inch meter.

Capital Improvement

The City has identified the Water and Wastewater projects needed to accommodate the projected growth over the next ten (10) years within the City of Hutto. These projects include existing, proposed, and recently completed projects that were determined based on their current or anticipated impact on each defined Service Area.

Water Impact Fee Capital Improvements Plan

The Water Impact Fee Capital Improvements Plan was developed for the City of Hutto based on recommended capital improvements outlined in the 2022 Water Master Plans, input from City Staff, and the population growth projections shown in the Land Use Assumptions. The recommended improvements will provide the required capacity and reliability to meet projected water demand through 2034. Elements of the water system, including storage facilities, pumping facilities, treatment, and the transmission and distribution network were evaluated against industry standards as outlined in the Design Criteria section of Water Impact Fee Chapter of this report.

A total of seven (7) existing projects, sixteen (16) proposed projects, and the Water Impact Fee Study were identified to develop the Water Impact Fee Capital Improvements Plan. The total project cost (not impact fee eligible cost) to be evaluated is $185,945,045.

Wastewater Impact Fee Capital Improvements Plan

Similar to the Water Impact Fee Capital Improvements Plan, the Wastewater Impact Fee Capital Improvements Plan was developed for the City of Hutto based on recommended capital improvements outlined in the 2022 Wastewater Master Plans, input from City Staff, and the population growth projections shown in the Land Use Assumptions. Elements of the wastewater system, including gravity pipes, force mains, lift stations and treatment plant expansion were evaluated against industry standards as outlined in the Design Criteria section of the Wastewater Impact Fee Chapter of this Report.

Eight (8) existing, forty-nine (49) proposed projects, and the Wastewater Impact Fee Study were identified to develop the Wastewater Impact Fee Capital Improvements Plan. The total project cost (not impact fee eligible cost) to be evaluated is $602,316,288.

Recoverable Project Costs

Impact Fees are a one-time fee meant to recover the incremental cost of the impact of each new unit of development creating new infrastructure needs within a ten-year window. With this consideration, the maximum assessable impact fee does not specifically cover the entire cost of a water or wastewater project. The calculations that determine the percentage of a project's cost that is impact fee eligible are defined as the project's recoverable cost.

Water Recoverable Project Costs

The recoverable costs for water projects are calculated by determining the increase in water demand due to growth over the 10-year window. The City's current and future water demand were utilized to calculate the percent utilization of each identified impact fee eligible project. The change in utilization of each project is multiplied by the total project cost to determine total recoverable project cost. The total recoverable costs for the water distribution system is $128,870,732.

Wastewater Recoverable Project Costs

The recoverable costs for wastewater projects are calculated by determining the increase in wastewater flows due to growth over the 10-year window. The City's current and future flow projections were utilized to calculate the percent utilization of each identified impact fee eligible project. The change in utilization of each project is multiplied by the total project cost to determine total recoverable project cost. The total recoverable costs for the wastewater collection system is $334,437,605.

Maximum Assessable Impact Fee Calculation

In simplest terms, the maximum impact fee allowable by law is calculated by dividing the recoverable cost of the Capital Improvement Plans by the number of new service units of development. In accordance with state law, both the cost of the Capital Improvement Plan and the number of new service units of development used in the equation are based on the growth and corresponding capacity needs projected to occur within a 10-year window.

In practice, there are many factors that complicate this calculation. The 2023 maximum impact fee allowable by law for each service area is shown in the following table:

Water Maximum Fee Per Service Unit (5/8" Meter)	Wastewater Maximum Fee Per Service Unit (5/8" Meter)
$6,808	$12,670

Adoption Process

Chapter 395 of the Texas Local Government Code stipulates a specific process for the adoption of impact fees. A Capital Improvements Advisory Committee (CIAC) is required to review the Land Use Assumptions and the Impact Fee Capital Improvements Plan used in calculating the maximum fee, and to provide the Committee's findings for consideration by the City Council. This CIAC also reviews the calculation and resulting maximum fees and provides its findings to the City Council. The composition of the CIAC is required to have adequate representation of the building and development communities. In Hutto, the CIAC members include real estate, development, and building industry professionals including an ETJ representative. The City Council then conducts a public hearing on the Land Use Assumptions, Impact Fee Capital Improvements Plan, and Impact Fee Ordinance.

Following policy adoption, the CIAC is tasked with advising the City Council of the need to update the Land Use Assumptions or the Impact Fee Capital Improvements Plan at any time within five years of adoption. Finally, the CIAC oversees the proper administration of the Impact Fee, once in place, and advises the Council as necessary.

Chapter 395 of the Texas Local Government Code requires a minimum of one (1) public hearing before Council to amend an existing impact fee program. The public hearing to discuss the land use assumptions, capital improvements plan, and present a proposal for impact fee calculations was held on September 5, 2024. The Council meeting to amend the existing impact fee ordinance occurred on September 19, 2024.

Chapter 1

Land Use Assumptions for the

2024 Water and Wastewater Impact Fee Update

Prepared for the City of Hutto

Prepared By

Kimley-Horn and Associates, Inc.

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512.418.1771

Firm Registration No. F-928

July 2024

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1.1 Introduction

Chapter 395 of the Texas Local Government Code describes the procedure Texas cities must follow to create and implement impact fees. Senate Bill 243 (SB 243) amended Chapter 395 to define an Impact Fee as “a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development.”

Chapter 395 mandates that impact fees be reviewed and updated at least every five (5) years. The last update to the City of Hutto’s Water and Wastewater Impact Fees was completed in 2021. The last fee change was adopted on February 4, 2021. Accordingly, the City of Hutto has initiated a review of its Land Use Assumptions, Impact Fee Capital Improvements Plan, and Impact Fees. The City has retained Kimley-Horn and Associates, Inc. to provide professional services for the update to the adopted 2021 Water and Wastewater Impact Fee Study Update. The Land Use Assumptions, which include population projections, form the basis for the development of the Impact Fee Capital Improvements Plans for water and wastewater facilities.

In order to assess an impact fee, Land Use Assumptions must be developed to provide the basis for population growth projections within a political subdivision. As defined by Chapter 395 of the Texas Local Government Code, these assumptions include a description of changes in land uses, densities, and population in the service area. In addition, these assumptions are useful in assisting the City of Hutto in determining the need and timing of capital improvements to serve future development.

In accordance with Chapter 395, information from the following sources was compiled to complete that Land Use Assumptions:

- City of Hutto’s Comprehensive Plan;
- Water and Wastewater Master Plans;
- City of Hutto Population Data;
- City of Hutto Staff.

1.2 Components of the Land Use Assumptions Chapter

The Land Use Assumptions include the following components:

LAND USE ASSUMPTIONS METHODOLOGY AND 10-YEAR GROWTH ASSUMPTIONS

An overview of the general methodology used to generate the land use assumptions and walk through of the growth projections for 2023-2033.

IMPACT FEE STUDY AREAS

Explanation of the distribution of service areas within Hutto for water and wastewater facilities.

LAND USE ASSUMPTIONS SUMMARY

A synopsis of the land use assumptions.

1.3 Methodology and 10-Year Growth Assumptions

The population growth projections formulated in this report were done using reasonable and generally accepted planning principles. The following documents were considered in developing these projections:

- Hutto Soar 2040 Comprehensive Plan (2023)
- City of Hutto Water Master Plan Update (2022)
- City of Hutto Wastewater Master Plan (2022)
- City of Hutto Water & Wastewater Impact Fee Update (2021)

The 2021 Water and Wastewater Impact Fee Study assumptions used a growth rate of 8.99% for water and a growth rate of 10.44% for wastewater from 2021 to 2031, while the 2022 Water and Wastewater Master Plans indicated a growth rate of 10.45% for water and a growth rate of 15.48% for wastewater from 2023 to 2033. The 2023 Comprehensive Plan uses the same rate as the Wastewater Master Plan to accommodate the Future Land Use Map shown in **Exhibit 1.1**.

Based on this information, the 2022 Water and Wastewater Master Plans assumptions were the starting point, or base year, from which growth was projected out 10 years from 2023 to 2033. Additional wastewater flow data for 2023 was used to better establish the wastewater starting point. **Figure 1.1** shows the projected water growth rate assumption of **10.45%** used in this impact fee study compared against the 2022 Water Master Plan and the 2021 Water & Wastewater Impact Fee Study Update. **Figure 1.2** shows the projected wastewater growth rate assumption of **10.89%** used in this impact fee study compared against the 2022 Wastewater Master Plan and the 2021 Water & Wastewater Impact Fee Study Update.

Figure 1.1 City of Hutto Water Growth Assumptions

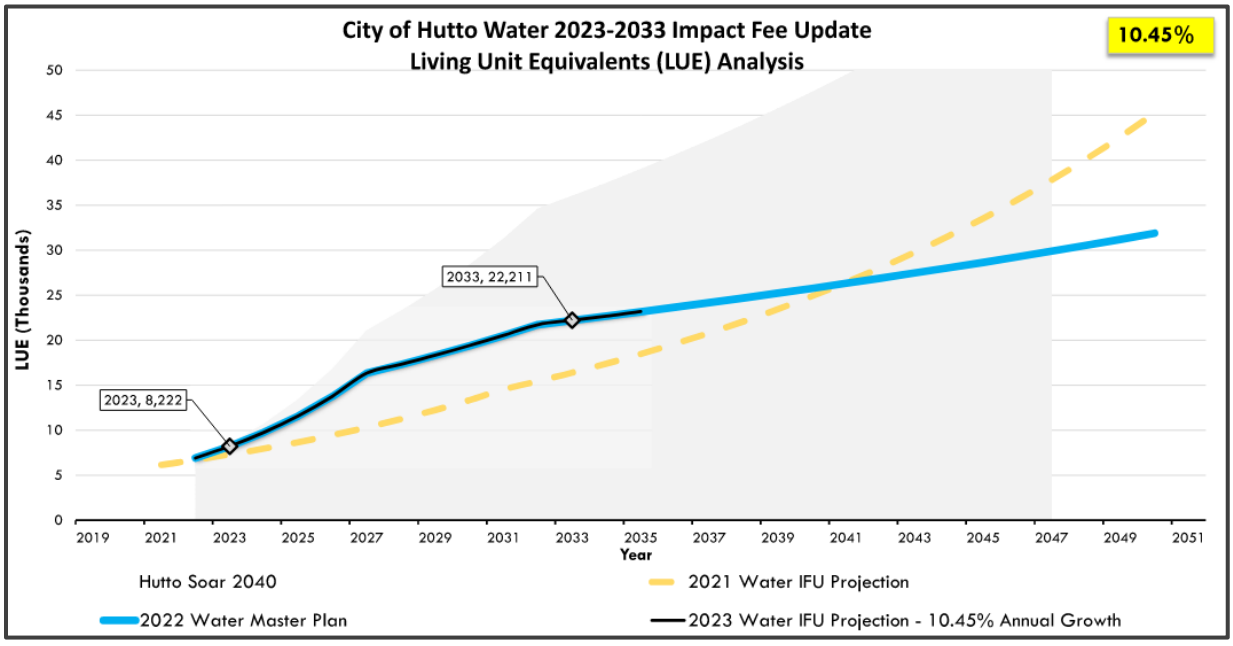
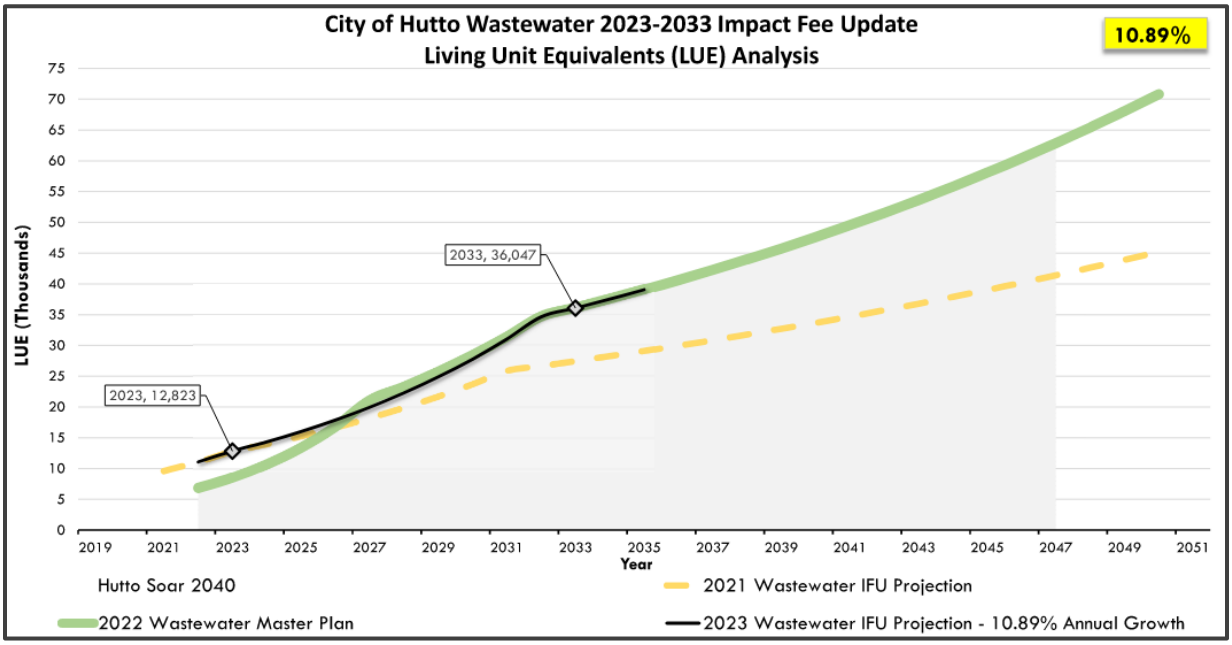


Figure 1.1 City of Hutto Wastewater Growth Assumptions



Future Land Use Map

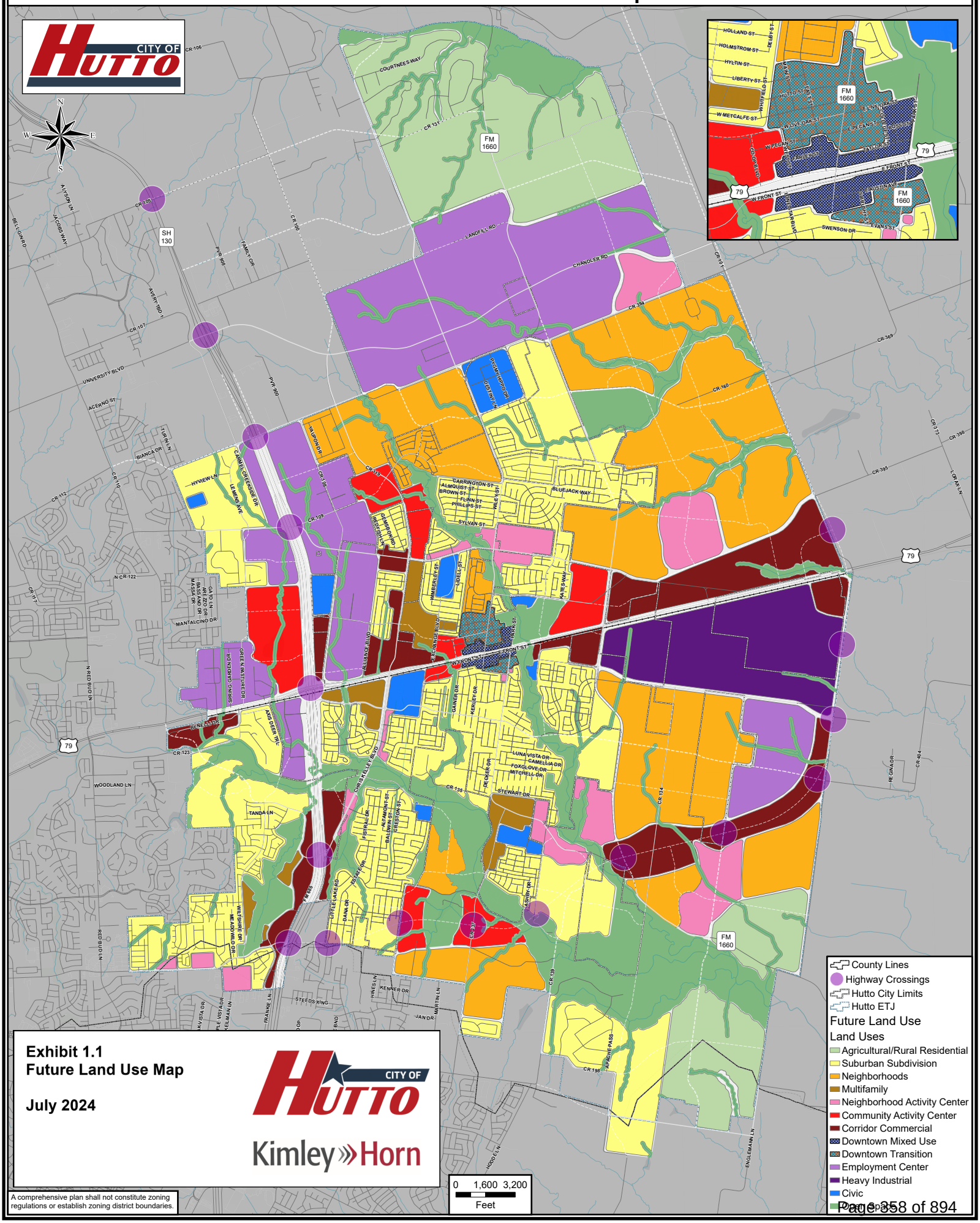


Exhibit 1.1
Future Land Use Map

July 2024

CITY OF HUTTO

Kimley»Horn

A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.

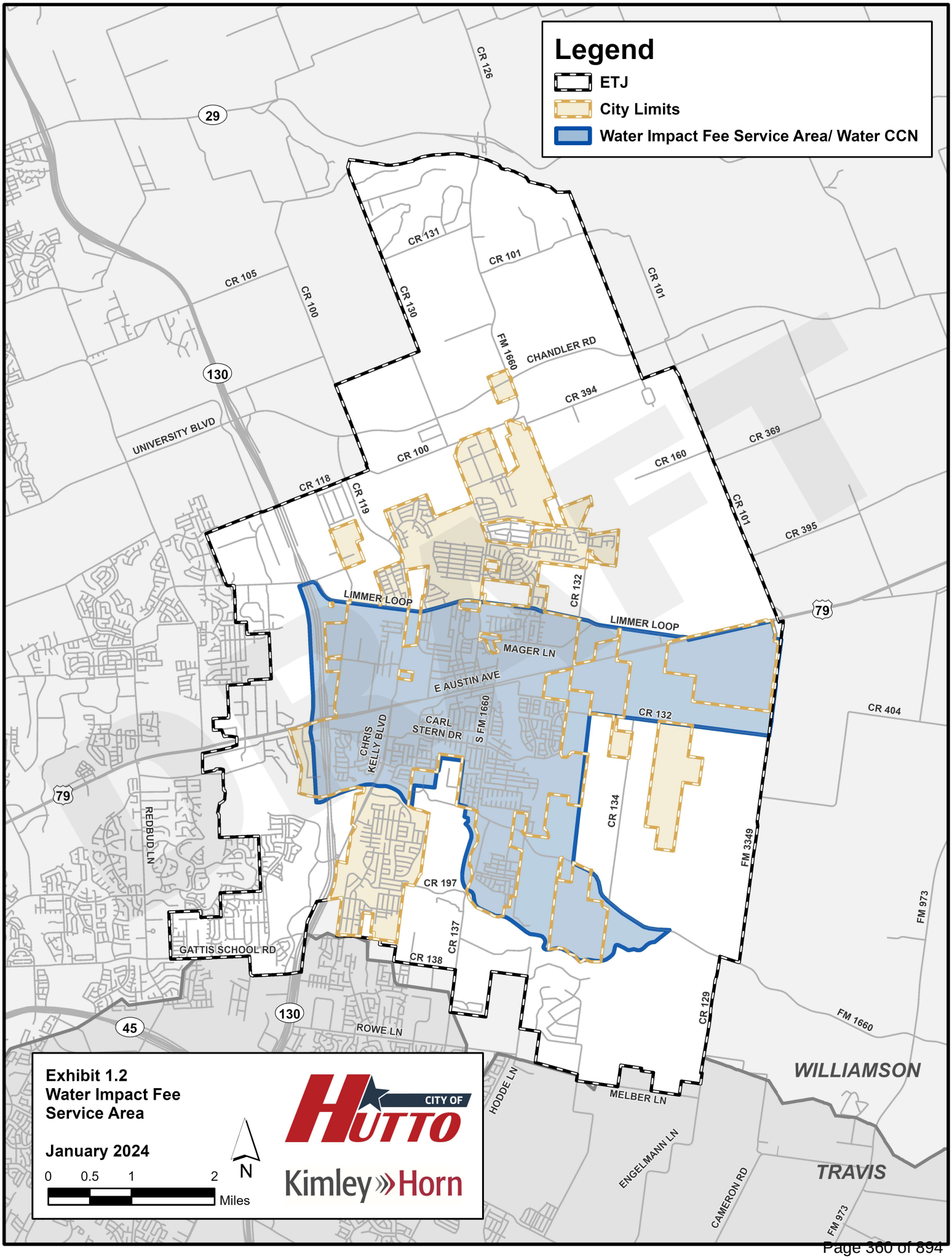
1.4 Impact Fee Service Areas

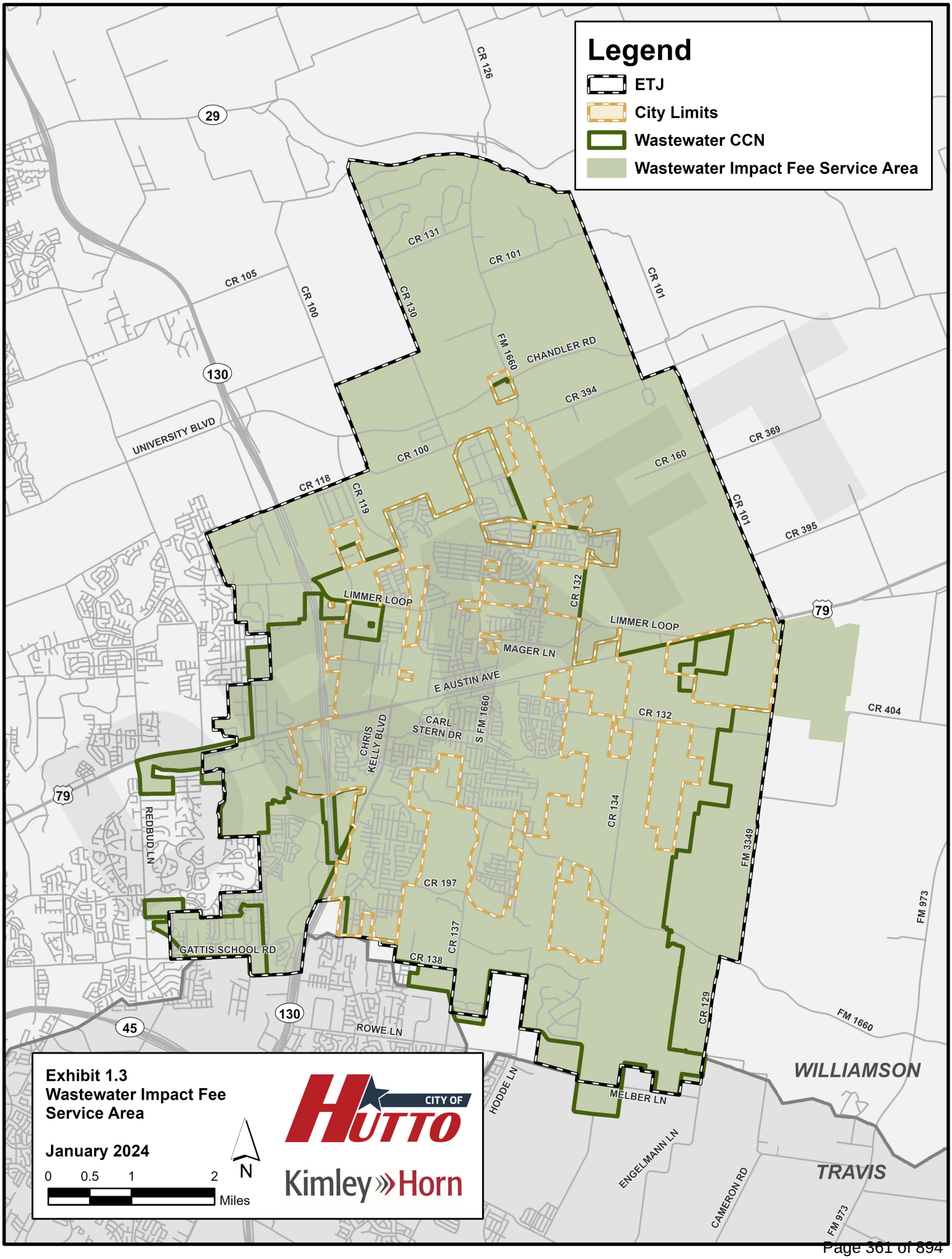
SERVICE AREA DEFINITION

According to Chapter 395 of the Local Government Code, a Service Area refers to the area within the corporate boundaries or extraterritorial jurisdiction of the political subdivision to be served by the capital improvement or facilities specified in the Capital Improvement Plan. Funds collected in the specific service areas must be spent in the service area collected.

WATER AND WASTEWATER IMPACT FEE SERVICE AREAS

The geographic boundary of the proposed water and wastewater impact fee service areas for water and wastewater facilities is shown in **Exhibit 1.2** and **Exhibit 1.3**, respectively. The water impact fee service area is defined as the City's existing water CCN. The City's existing water CCN is surrounded by other existing CCNs that serve parts of the City and City's ETJ. The wastewater impact fee service area is defined as the outermost limit of the City's existing wastewater CCN in combination with City's ETJ and the RCR Taylor Logistics Park/City of Taylor Employment Zone. This area includes all seven (7) sewer basins and the special employment zone outlined in the 2022 Wastewater Master Plan.


Legend
ETJ
City Limits
Water Impact Fee Service Area/ Water CCN
Exhibit 1.2
Water Impact Fee
Service Area
January 2024
0 0.5 1 2
Miles
N
CITY OF HUTTO
Kimley»Horn
29
130
79
45
CR 126
CR 131
CR 101
CR 105
CR 100
CR 130
FM 1660
CHANDLER RD
CR 394
UNIVERSITY BLVD
CR 160
CR 369
CR 118
CR 119
CR 395
LIMMER LOOP
CR 132
MAGER LN
E AUSTIN AVE
CR 404
CHRIS KELLY BLVD
CARL STERN DR
S FM 1660
REDBUD LN
CR 134
FM 3349
CR 197
FM 973
GATTIS SCHOOL RD
CR 137
CR 138
ROWE LN
CR 129
FM 1660
HODDE LN
MELBER LN
WILLIAMSON
ENGELMANN LN
CAMERON RD
TRAVIS


Legend
ETJ
City Limits
Wastewater CCN
Wastewater Impact Fee Service Area
CR 126
29
CR 131
CR 101
CR 105
CR 100
CR 130
FM 1660
CHANDLER RD
CR 394
130
UNIVERSITY BLVD
CR 369
CR 160
CR 118
CR 119
CR 395
LIMMER LOOP
CR 132
79
MAGER LN
E AUSTIN AVE
CR 404
CARL STERN DR
S FM 1660
CHRIS KELLY BLVD
REDBUD LN
CR 134
FM 3349
CR 197
FM 973
GATTIS SCHOOL RD
CR 137
CR 138
45
ROWE LN
CR 129
FM 1660
WILLIAMSON
HODDE LN
MELBER LN
ENGELMANN LN
CAMERON RD
TRAVIS
Exhibit 1.3
Wastewater Impact Fee Service Area
January 2024
0 0.5 1 2
Miles
N
CITY OF HUTTO
Kimley»Horn

1.5 Summary

The impact fee assumptions were estimated using the City's Comprehensive Plan, Water and Wastewater Master Plans, previous 2021 Impact Fee Update, City population data, and consultation with City staff. The anticipated 10-year growth from 2023 to 2033 for the water and wastewater service areas in this Impact Fee Study Update is a water LUE growth of **13,989** and wastewater LUE growth of **23,224**.

Chapter 2

Water Impact Fee Study for the

2024 Water and Wastewater Impact Fee Update

Prepared for the City of Hutto

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July 2024

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2.1 Introduction

The City of Hutto retained the services of Kimley-Horn and Associates, Inc., for the purpose of developing the impact fees for water system improvements required to serve new development. These fees were developed in accordance with Chapter 395 of the Local Government Code (impact fees).

The purpose of this report is to satisfy the requirements of the law and provide the City with an impact fee capital improvements plan and associated impact fees.

For convenience and reference, the following is excerpted from Chapter 395 of the code:

> *(a) The political subdivision shall use qualified professionals to prepare the capital improvements plan and to calculate the impact fee. The capital improvements plan must contain specific enumeration of the following items:*
>
> > *(1) a description of the existing capital improvements within the service area and the costs to upgrade, update, improve, expand, or replace the improvements to meet existing needs and usage and stricter safety, efficiency, environmental, or regulatory standards, which shall be prepared by a qualified professional engineer licensed to perform such professional engineering services in this state;*
> >
> > *(2) an analysis of the total capacity, the level of current usage, and commitments for usage of capacity of the existing capital improvements, which shall be prepared by a qualified professional engineer licensed to perform such professional engineering services in this state;*
> >
> > *(3) a description of all or the parts of the capital improvements or facility expansions and their costs necessitated by and attributable to new development in the service area based on the approved land use assumptions, which shall be prepared by a qualified professional engineer licensed to perform such professional engineering services in this state;*
> >
> > *(4) a definitive table establishing the specific level or quantity of use, consumption, generation, or discharge of a service unit for each category of capital improvements or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including but not limited to residential, commercial, and industrial;*
> >
> > *(5) the total number of projected service units necessitated by and attributable to new development within the service area based on the approved land use assumptions and calculated in accordance with generally accepted engineering or planning criteria;*
> >
> > *(6) the projected demand for capital improvements or facility expansions required by new service units projected over a reasonable period of time, not to exceed 10 years; and*
> >
> > *(7) plan for awarding:*
> >
> > > *(A) a credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of*

improvements, including the payment of debt, that are included in the capital improvements plan; or

(B) *in the alternative, a credit equal to 50 percent of the total project cost of implementing the capital improvements plan.*

The study process was comprised of four tasks:

A. LAND USE ASSUMPTIONS

The land use assumptions used for this report were created by Kimley-Horn with input provided by the City of Hutto and the Hutto Comprehensive Plan. The development of land use assumptions included the following:

- Establishing impact fee service areas (SA) for water and wastewater;
- Collection/determination of population by SA; and
- Projection of the ten-year population by SA.

A detailed discussion is outlined in the Land Use Assumptions Chapter of this report.

B. EVALUATION OF THE WATER SYSTEM MASTER PLAN

This task involved reviewing the 2022 Water Master Plan completed by Freese & Nichols, Inc. (FNI) and growth projection compatibilities with the Land Use Assumptions Chapter of this report. The water demand projections were then used to determine the additional service units.

C. IMPACT FEE CAPITAL IMPROVEMENTS PLAN

This task involved evaluation of the water capital improvements plan outlined in the 2022 Water Master Plan. Discussions were also held with City engineering staff to identify projects that will be built in the 10-year planning window and meet the design criteria.

D. IMPACT FEE ANALYSIS AND REPORT

This task included calculating the additional service units, the service unit equivalents, and credit reduction. These values were then used to determine the impact fee per service unit and the maximum assessable water impact fee by meter size.

2.2 Design Criteria

In accordance with Chapter 290 of the Texas Administrative Code (Public Drinking Water), the 2021 City of Hutto Utility Criteria Manual (UCM) developed by the City of Hutto Engineering Department, and the design criteria in the 2022 Water Master Plan completed by FNI, the following design criteria is followed when planning for future water infrastructure.

A. WATER LINES

Water distribution and transmission lines shall be sized to maintain a minimum of 35 pounds per square inch (psi) throughout the system during peak hour demands conditions.

B. STORAGE TANKS

(a) Elevated Storage Tanks

Elevated storage serves three purposes:

- Functionally, elevated storage equalizes the pumping rate to compensate for daily variations in demand and to maintain a constant pumping rate (usually referred to as operational storage), or a pumping rate that conforms to the requirements of the electrical rate structure.
- Provides pressure maintenance and protection against surges created by instantaneous demand, such as fire flow and main breaks, and instantaneous change in supply, such as pumps turning on and off.
- Maintains a reserve capacity for fire protection and pressure maintenance in case of power failure to one or more pump stations. Sufficient storage should be maintained to provide four hours of fire flow demand during a loss of power to the pump station.

The design criteria used to size elevated storage tank capacity is to provide adequate storage for peak hour demands plus emergency storage for fire protection. The required elevated storage capacity is 200 gallons per connection.

(b) Ground Storage Tanks

Ground storage serves two functions:

- Equalization for differing feed rates between the water supply and pumping to the system; and
- Emergency capacity in the event of temporary loss of water supply.

Generally, ground storage facilities are located at water supply points or at each pump station within the water distribution system. The design criteria to size ground storage tank is to provide adequate storage volume to meet 8 hours of firm pumping capacity at each pump station.

In addition to these criteria for elevated and ground storage, the City must also meet TCEQ total storage capacity requirements of 200 gallons per connection.

C. PUMP STATIONS

The design criteria for pump station capacity is to provide a firm pumping capacity to meet 0.40 gpm per LUE.

D. WATER TREATMENT PLANT

The design criteria for production capacity is to meet the requirement of 0.4 gpm per LUE, as well as the projected treatment capacity to meet TCEQ requirement of 0.6 gpm per connection. In addition, the City must also meet the TCEQ requirement of initiating preparation to provide sufficient capacity when the City reaches 85% of its treatment capacity.

2.3 Impact Fee Capital Improvement Plan

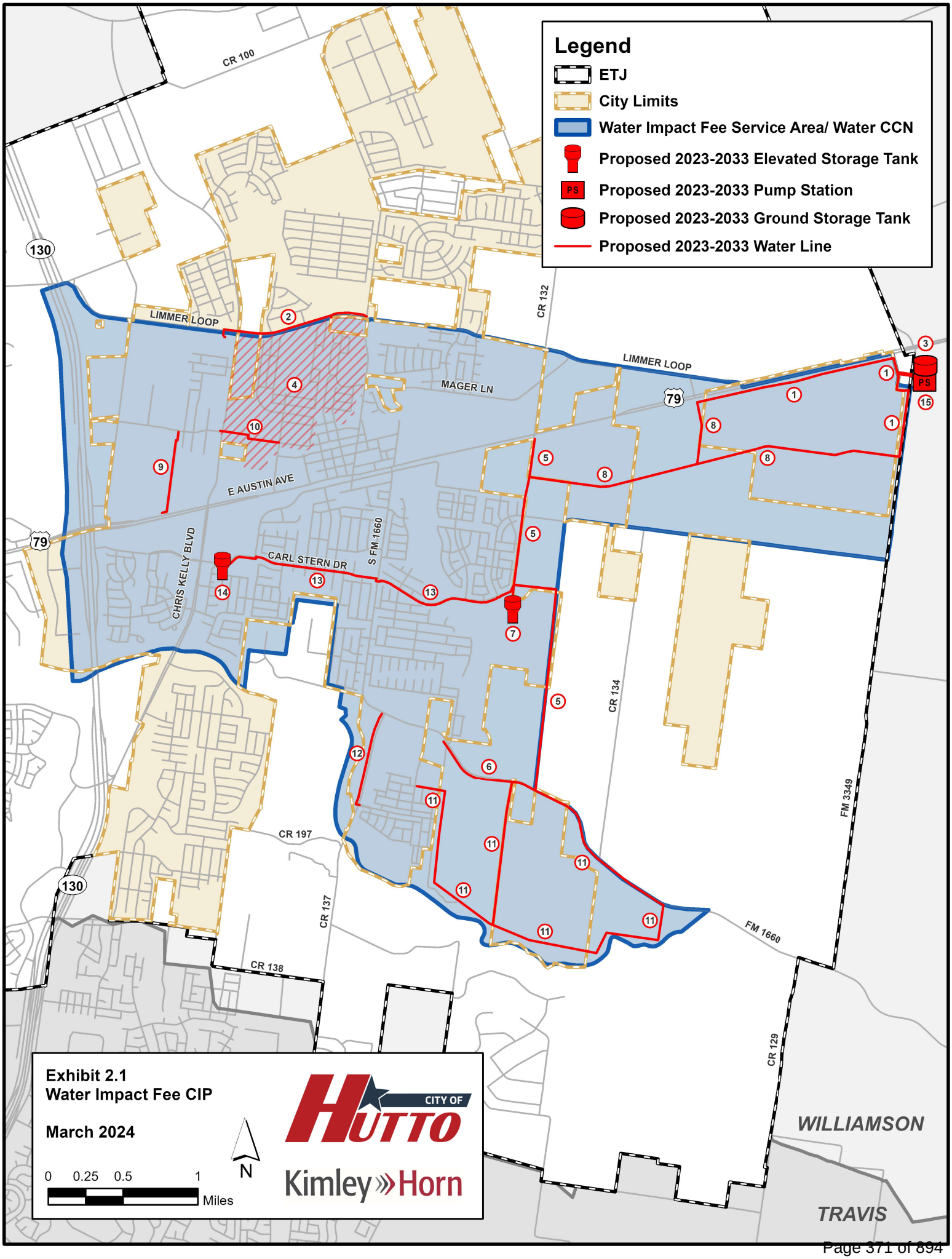
The Water Master Plan provides the City with a logical strategy for upgrading and expanding its water distribution system to accommodate future growth and for addressing existing system deficiencies. FNI completed the current Water Master Plan in 2022 and recommended the system improvements to accommodate growth through the City's build-out.

The impact fee capital improvements plan is developed using projects identified during the master planning process and through discussions with engineering staff. State law only allows cost recovery associated with eligible projects in a ten (10) year planning window from the time of the impact fee study. The following details the projects and the eligible recoverable cost.

Seven (7) existing projects, sixteen (16) proposed projects, and the Water Impact Fee Study are determined eligible for recoverable cost through impact fees over the next 10 years. The total cost of these projects is $185,945,045. The projected total recoverable through impact fees is $128,870,732. After debt service costs are added and the credit reduction calculation is complete, $116,782,720 is the maximum recoverable through impact fees serving the 10-year system needs. These impact fee capital improvements are shown in **Table 2.1** and illustrated in **Exhibit 2.1**.

Table 2.1 Water Impact Fee Capital Improvements Project Cost and 10-Year Recoverable Cost

Project Number	Project Name	2023 Required Capacity (Precent Utilization)	2033 Required Capacity (Precent Utilization)	2023-2033 Required Capacity (Precent Utilization)	2033 Projected Recoverable Cost	Total Project Cost
EXISTING						
EX-1	Frameswitch Pumping Station	92%	100%	8%	$139,765	$1,747,068
EX-2	Carl Stern Pumping Station	82%	100%	18%	$220,728	$1,226,264
EX-3	North West Pumping Station	38%	91%	53%	$2,246,142	$4,238,004
EX-4	CR 108 Waterline	61%	96%	35%	$593,358	$1,695,308
EX-5	Shiloh Booster Station Upgrade to 3.27 MGD	70%	100%	30%	$106,866	$356,221
EX-6	Shiloh Pumping Station Upgrade to 5.70 MGD	63%	100%	37%	$3,467,041	$9,370,380
EX-7	Heart of Texas In-Line 5.7 MGD Pumping Station	66%	100%	34%	$1,785,000	$5,250,000
				Existing Subtotal	$8,558,900	$23,883,245
PROPOSED						
PR-1	Frame Switch Discharge Water Lines	0%	74%	74%	$15,980,596	$21,595,400
PR-2	Jonah SUD Wholesale Interconnect	0%	78%	78%	$4,637,958	$5,946,100
PR-3	Frame Switch PS Expansion	0%	74%	74%	$25,155,264	$33,993,600
PR-4	Pressure Plane Conversion	0%	78%	78%	$60,216	$77,200
PR-5	County Road 132 South Water Line	0%	74%	74%	$13,937,900	$18,835,000
PR-6	FM 1660 Water Line Phase 1	0%	74%	74%	$2,354,310	$3,181,500
PR-7	Cottonwood EST	0%	74%	74%	$8,323,224	$11,247,600
PR-8	Megasite Water Lines	0%	74%	74%	$11,369,656	$15,364,400
PR-9	Alliance Boulevard Water Line	0%	78%	78%	$1,673,178	$2,145,100
PR-10	Emory Farms Avenue Water Line	0%	78%	78%	$751,998	$964,100
PR-11	FM 1660 South Water Lines	0%	74%	74%	$9,616,966	$12,995,900
PR-12	County Road 137 Water Line South	0%	74%	74%	$1,113,034	$1,504,100
PR-13	Carl Stern Water Line Replacement	0%	74%	74%	$10,335,136	$13,966,400
PR-14	New Carl Stern Elevated Storage Tank	0%	74%	74%	$8,620,482	$11,649,300
PR-15	Frame Switch GST #3	0%	74%	74%	$6,301,914	$8,516,100
PR-16	Water Impact Fee Update	0%	100%	100%	$80,000	$80,000
				Proposed Subtotal	$120,311,832	$162,061,800
				Total	**$128,870,732**	**$185,945,045**


Legend
ETJ
City Limits
Water Impact Fee Service Area/ Water CCN
Proposed 2023-2033 Elevated Storage Tank
PS
Proposed 2023-2033 Pump Station
Proposed 2023-2033 Ground Storage Tank
Proposed 2023-2033 Water Line
CR 100
130
LIMMER LOOP
CR 132
MAGER LN
79
E AUSTIN AVE
CHRIS KELLY BLVD
S FM 1660
CARL STERN DR
CR 134
FM 3349
CR 197
CR 137
CR 138
FM 1660
CR 129
WILLIAMSON
TRAVIS
Exhibit 2.1
Water Impact Fee CIP
March 2024
CITY OF HUTTO
Kimley»Horn
N
0 0.25 0.5 1
Miles

2.4 Water Impact Fee Calculation

SERVICE UNITS

Chapter 395 of the Local Government Code defines a service unit as follows, “Service Unit means a standardized measure of consumption attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards and based on historical data and trends applicable to the political subdivision in which the individual unit of development is located during the previous 10 years.”

SERVICE UNIT CALCULATION

The service unit for Hutto’s water impact fees is the 5/8-inch meter. A service unit is the water demand of flow associated with the 5/8-inch meter, which is typically used by a single-family residence. All meters greater than 5/8-inch have a service unit multiplier determined by the ratio of each larger meter’s capacity to the capacity of the 5/8-inch meter. The current service unit multipliers (service units/meter) are shown in **Table 2.2**.

Table 2.2 Meter Capacity Ratios

Meter Size	Meter Type	Service Units/ Meter
5/8”	Positive Displacement	1
5/8”x3/4”	Positive Displacement	1
3/4”	Positive Displacement	1.5
1"	Positive Displacement	2.5
1-1/2"	Positive Displacement	5
2"	Positive Displacement	8
3"	Compound	17.5
4"	Compound	60
6"	Compound	67.5
8”	Compound	90

Multiplying the number of existing connections for each meter size by the number of service units per meter yields the total service units for that meter size. Summing all meter sizes yields the total number of water service units connected to the City’s water system as shown in **Table 2.3**.

Table 2.3 Existing Connections and Water Service Units

Meter Size	Existing Connections[1]	Service Units/ Meter	Service Units
5/8”	7,186	1	7,186
3/4”	433	1.5	650
1"	56	2.5	140
1-1/2"	36	5	180
2"	37	8	296
3"	39	17.5	683
4"	5	60	150
6"	3	67.5	203
8”	7	90	630
Total Existing Connections:	**7,802**	**Total Service Units:**	**10,118**

(1) Data Source: City of Hutto

Based on the City’s 10-year growth projections and the resulting water demand projections, water service will be required for an additional **17,219** Service Units by the year 2033 as shown in **Table 2.4**. The calculation is as follows:

Table 2.4 10-year Additional Service Units Calculation

2023 Service Units	10,118
2023 to 2033 Growth Rate	10.45%
2033 Projected Service Units	27,337
10-year Additional Service Units	**17,219**

2.5 Plan for Awarding Impact Fee Credit

Impact fee law allows for a credit calculation to credit back the utility revenues or ad valorem taxes that are allocated for paying a portion of future capital improvements. The intent of this credit is to prevent the City from double charging development for future capital improvements via impact fees and utility rates. If the City chooses not to do a financial analysis to determine the credit value, they are required by law to reduce the recoverable cost by 50 percent. The City chose to perform a financial analysis.

MAXIMUM ASSESSABLE IMPACT FEE DETERMINATION

The impact fee determination method employed by NewGen Strategies and Solutions, LLC is developed through a financial based model that recognizes the requirements of Chapter 395, including the recognition of cash and/or debt financing, interest earnings, fund balances, and applicable credits associated with the use of utility revenues. In developing the components of the financial model, assumptions must be made that include the following:

- Financing
    - Method of financing (i.e. cash or debt financing)
    - The level of financing (e.g. 100% debt)
    - Cost of financing
    - Debt repayment structure
- Timing and Level of Expenditures and Revenues
- Interest Earnings
- Annual Service Unit Growth
- Portion of Utility Revenue Used to Fund Impact Fee Water Improvements

While the assumptions employed in determining the maximum assessable impact fee are a reasonable basis for forecasting, these assumptions may not reflect actual future conditions. To address this, Chapter 395 requires the monitoring of impact fees through the Capital Improvement Advisory Committee (CIAC) who can then update or revise impact fees to reflect the actual implementation of the impact fee program.

FINANCING

Once the cost of capacity added that is attributable to growth is determined, a City must decide how the cost will be financed: cash and/or debt. Actual costs of capital for any previously funded projects, whether partially or fully funded, are also included.

Based on discussions with City staff, it is assumed that the City will debt finance 50% of the future project costs and the remaining 50% with funds through sources other than debt. For debt financing, the cost of financing is based on the City's Financial Advisor's estimates of future debt costs for bonds issued with 30-year terms as shown in the Water Financial Analysis Appendix of this report. Debt service payments for each future debt issue are assumed to remain constant over the issue's term.

TIMING AND LEVEL OF EXPENDITURES AND REVENUES

The exact timing and annual level of cash capital expenditures over the forecast period is currently indeterminate, therefore it is assumed that capital expenditures will occur in amounts over the 10-year program period. It is also assumed that the City will expand debt proceeds over a 3-year timeframe for debt-financed capital projects. For the calculation of the maximum assessable impact fee, debt is assumed to be issued in equal amounts for each year. In order to recognize the full amount of debt to be

issued for the cost of capacity added that is attributable to growth during the 10-year period, a portion of years eight, nine, and ten are assumed to be spend in the final three years.

INTEREST EARNINGS

While debt is issued over 30-year terms and impact fees developed are to be charged over a 10-year period, a sufficient fund balance must be generated to meet the future debt service obligations. Fund balances were identified for each service area as a potential source for the current Impact Fee CIP. Because of the generation of the fund balance, excess monies will be available for interest earnings.

Chapter 395 states that interest earnings are funds of the impact fee account and are to be held to the same restrictions as impact fee revenues. In order to recognize that interest earnings are used to fund only impact fee eligible improvements, interest earnings are credited against the costs recoverable through impact fees. Chapter 395 does not require the upfront recognition of interest earnings in the impact fee determination. To acknowledge the time value of the impact fee payer's monies, interest earnings have been credited. For this analysis, interest is assumed to be earned at an annual rate of 1.46% per 10 year historical average.

ANNUAL SERVICE UNIT GROWTH

The timing and annual level of service unit growth over the 10-year program period is currently indeterminate, therefore it is assumed that service unit growth will be consistent over the 10-year forecast.

PORTION OF UTILITY REVENUE TO FUND IMPACT FEE WATER IMPROVEMENTS

Credit for the portion of ad valorem tax and/or utility service revenues generated by new service units during the program period are used for payment of the improvements included in the Water Impact Fee CIP. The credit is not a determination to recognize the total utility revenue generated by new service units but is a credit for the portion of utility revenue that is used for payment of the improvements included in the Water Impact Fee CIP. Theoretically, the credit determination could be zero ($0) if the City does not utilize any of the new service unit utility revenue to fund improvements that are included in the Water Impact Fee CIP.

To be conservative and recognize potential cash flow issues that can occur with the funding of major capital improvement projects, it is assumed that the debt-funded projects (50% of the improvement costs included in the Water Impact Fee CIP but not otherwise funded) could potentially be funded by utility revenue.

When an impact fee program is in place, payments made through utility revenue will consist of revenue generated by new service units in the defined service area and existing service units throughout the City; therefore, the portion attributable to the new service units in the defined service area must be isolated. The credit calculation illustrating how the credit is isolated is shown in the Water Financial Analysis Appendix of this report.

2.6 Maximum Assessable Impact Fee

A breakdown of the 10-year recoverable costs and the associated impact fee per service unit is as follows:

Table 2.5 10-Year Recoverable Cost Breakdown

Recoverable Impact Fee CIP Costs	$	128,870,732
Financing Costs	$	80,109,468
Interest Earnings	$	(17,118,171)
Pre-Credit Recoverable Cost for Impact Fee	$	191,862,029
Credit for Utility Revenues	$	(74,631,029)
Maximum Recoverable Cost for Impact Fee	**$**	**117,231,000**

$$\text{Impact fee per service units} = \frac{\text{10-year recoverable costs}}{\text{10-year additional service units}}$$

$$\text{10-year recoverable cost} = \$117{,}231{,}000$$

$$\text{Impact fee per service units} = \frac{\$117{,}231{,}000}{17{,}219}$$

$$\text{Impact fee per service units} = \$6{,}808$$

Therefore, the maximum assessable water impact fee per service unit is **$6,808**.

For a development that requires a different size meter, a service unit equivalent is established at a multiplier based on its capacity with respect to the 5/8-inch meter. The maximum impact fee that could be assessed for other meter sizes is based on the Equivalency Table **(Table 2.6)**.

Table 2.6 Maximum Assessable Water Impact Fee for Commonly Used Meters

Meter Size	Meter Type	Maximum Continuous Operating Capacity (GPM)*	Service Unit Equivalent	Maximum Assessable Water Impact Fee
5/8”	Positive Displacement	10	1	$6,808
5/8”x3/4”	Positive Displacement	10	1	$6,808
3/4”	Positive Displacement	15	1.5	$10,212
1"	Positive Displacement	25	2.5	$17,020
1-1/2"	Positive Displacement	50	5	$34,040
2"	Positive Displacement	80	8	$54,464
3"	Compound	175	17.5	$54,464
4"	Compound	300	60	$119,140
6"	Compound	675	67.5	$204,240
8”	Compound	900	90	$459,540

*Operating capacities obtained from American Water Works Association (AWWA) C-700-20 and C-702-19

Chapter 3

Wastewater Impact Fee Study for the

2024 Water and Wastewater Impact Fee Update

Prepared for the City of Hutto

Prepared By

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Firm Registration No. F-928

July 2024

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3.1 Introduction

The City of Hutto retained the services of Kimley-Horn and Associates, Inc., for the purpose of developing the impact fees for wastewater system improvements required to serve new development. These fees were developed in accordance with Chapter 395 of the Local Government Code (impact fees).

The purpose of this report is to satisfy the requirements of the law and provide the City with an impact fee capital improvements plan and associated impact fees.

For convenience and reference, the following is excerpted from Chapter 395 of the code:

(a) The political subdivision shall use qualified professionals to prepare the capital improvements plan and to calculate the impact fee. The capital improvements plan must contain specific enumeration of the following items:

(1) a description of the existing capital improvements within the service area and the costs to upgrade, update, improve, expand, or replace the improvements to meet existing needs and usage and stricter safety, efficiency, environmental, or regulatory standards, which shall be prepared by a qualified professional engineer licensed to perform such professional engineering services in this state;

(2) an analysis of the total capacity, the level of current usage, and commitments for usage of capacity of the existing capital improvements, which shall be prepared by a qualified professional engineer licensed to perform such professional engineering services in this state;

(3) a description of all or the parts of the capital improvements or facility expansions and their costs necessitated by and attributable to new development in the service area based on the approved land use assumptions, which shall be prepared by a qualified professional engineer licensed to perform such professional engineering services in this state;

(4) a definitive table establishing the specific level or quantity of use, consumption, generation, or discharge of a service unit for each category of capital improvements or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including but not limited to residential, commercial, and industrial;

(5) the total number of projected service units necessitated by and attributable to new development within the service area based on the approved land use assumptions and calculated in accordance with generally accepted engineering or planning criteria;

(6) the projected demand for capital improvements or facility expansions required by new service units projected over a reasonable period of time, not to exceed 10 years; and

(7) plan for awarding:

(A) a credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of

improvements, including the payment of debt, that are included in the capital improvements plan; or

(B) in the alternative, a credit equal to 50 percent of the total project cost of implementing the capital improvements plan.

The study process was comprised of four tasks:

A. LAND USE ASSUMPTIONS

The land use assumptions used for this report were created by Kimley-Horn with input provided by the City of Hutto and the Hutto Comprehensive Plan. The development of land use assumptions included the following:

- Establishing impact fee service areas (SA) for water and wastewater;
- Collection/determination of population by SA; and
- Projection of the ten-year population by SA.

A detailed discussion is outlined in the Land Use Assumptions Chapter of this report.

B. EVALUATION OF THE WASTEWATER MASTER PLAN

This task involved reviewing the 2022 Wastewater Master Plan completed by Garver and its growth projection compatibility with the Land Use Assumptions Chapter of this report. The wastewater flow projections were then used to determine the additional service units.

C. IMPACT FEE CAPITAL IMPROVEMENT PLAN

This task involved reviewing the wastewater capital improvements plan outlined in 2022 Wastewater Master Plan. Discussions were also held with City engineering staff to identify projects that will be constructed in the 10-year planning window and meet the design criteria.

D. IMPACT FEE ANALYSIS AND REPORT

This task included calculating the additional service units, the service unit equivalents, and credit reduction. These values were then used to determine the impact fee per service unit and the maximum assessable wastewater impact fee by meter size.

3.2 Design Criteria

In accordance with the Chapter 217 of the Texas Administrative Code (Design Criteria for Domestic Wastewater Systems), the 2021 City of Hutto Utility Criteria Manual (UCM) developed by the City of Hutto Engineering Department, and the design criteria in the 2022 Wastewater Mater Plan completed by Garver, the following design criteria is followed when planning for future wastewater infrastructure.

A. LIFT STATIONS

Wastewater lift stations are to be designed in accordance with TCEQ regulatory standards. Lift stations are to have a firm capacity equal to the maximum modeled wet weather flow during the design storm. Lift stations are to be sized in accordance with 30 TAC §217.60. The following criteria is to be utilized:

- All gravity pipes discharging to a wet well are located such that the invert elevation is above the liquid level of a pump's "on" setting.
- Minimum wet well active volume is evaluated with the following equation:

  V = (T * Q) / (4 * 7.48)

  Where,

  T = Pump cycle time (minutes)

  Q = Pump Capacity (gpm)

  V = Active wet well volume (cubic feet [cf])

- Minimum Pump Cycle Times per 30 TAC §217.60(b)(7)

Pump Horsepower	Minimum Cycle Times (minutes)
< 50	6
50 – 100	10
> 100	15

B. FORCE MAINS

Wastewater force mains are to be designed utilizing the following criteria:

- Minimum diameter of 4.0-inches.
- Minimum velocity of 2.5 feet per second (fps).
- Maximum velocity of 6 fps.

C. GRAVITY SEWER

Wastewater gravity mains are to be designed in accordance with the minimum and maximum slope defined in page 1-16 of the City of Hutto Utility Criteria Manual (UCM) shown in Table 3.2.

Minimum and Maximum Slopes for Wastewater Mains

Size of Pipe (inches)	Minimum Slope[1] (%)	Maximum Slope[1] (%)
8	0.500	8.40
10	0.280	6.23
12	0.220	4.88
15	0.170	3.62
18	0.120	2.82
21	0.100	2.30
24	0.080	1.93
27	0.067	1.65
30	0.060	1.43
33	0.052	1.26
36	0.050	1.12
39	0.041	1.01
42	0.040	0.91
48	0.031	0.76
54	0.027	0.65

[1]Per page 1-16 from the City of Hutto Utility Criteria Manual. For diameters larger than 39", minimum and maximum slopes were determined by Manning's formula to obtain a velocity greater than 2.0 fps and less than 10.0 fps when flowing full.

D. DESIGN STORM

The design storm shall be the 5-year, 24-hr storm. Based upon the National Oceanic and Atmospheric Administration (NOAA) precipitation frequency values for Hutto, the 5-year, 24-hr storm in Hutto has a total of 5.22 inches of rain.

3.3 Impact Fee Capital Improvements Plan

The Wastewater Master Plan provides the City with a logical strategy for upgrading and expanding its wastewater collection system to accommodate future growth and for addressing existing system deficiencies. Garver completed the current Wastewater Master Plan in 2022 and recommended system improvements to accommodate growth through the City's build-out.

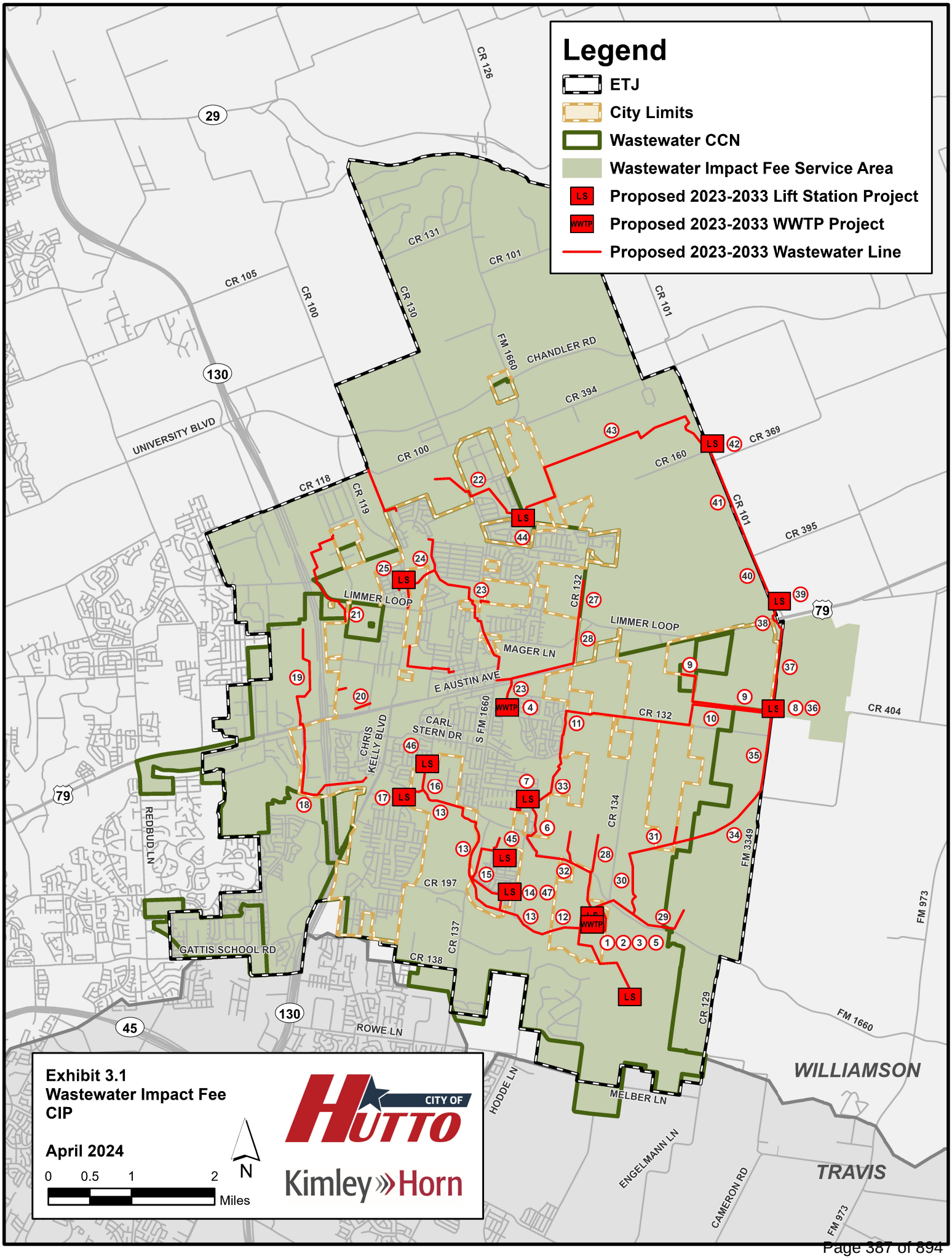
The impact fee capital improvements plan is developed using projects identified during the master planning process and through discussions with engineering staff. State law only allows cost recovery associated with eligible projects in a ten (10) year planning window from the time of the impact fee study. The following details the projects and the eligible recoverable cost.

Eight (8) existing projects, forty-nine (49) proposed projects, and the Wastewater Impact Fee Study are determined eligible for recoverable cost through impact fees over the next 10 years. The total cost of these projects is $602,316,288. The projected total recoverable through impact fees is $334,437,605. After debt service costs are added and the credit reduction calculation is complete, $307,793,945 is recoverable through impact fees serving the 10-year system needs. These impact fee capital improvements are shown in **Table 3.1** and illustrated in **Exhibit 3.1**.

Table 3.1 Wastewater Impact Fee Capital Improvements Project Cost and 10-Year Recoverable Cost

Project Number	Project Name	2023 Required Capacity (Precent Utilization)	2033 Required Capacity (Precent Utilization)	2023-2033 Required Capacity (Precent Utilization)	2033 Projected Recoverable Cost	Total Project Cost
EXISTING						
EX-1	Existing 0.99 MGD Central WWTP	90%	100%	10%	$789,604	$7,896,042
EX-2	Existing 2.00 MGD South WWTP	75%	100%	25%	$5,085,614	$20,342,455
EX-3	Existing Enclave LS and FM	50%	100%	50%	$1,537,112	$3,074,224
EX-4	Existing Brushy Creek Interceptor - Phase II-A	46%	77%	31%	$626,433	$2,020,752
EX-5	Exist Brushy Creek Interceptor - Phase I and II-B	46%	77%	31%	$417,636	$1,347,214
EX-6	Existing Cottonwood Creek Interceptor	61%	100%	39%	$205,660	$527,333
EX-7	Lakeside Estates Lift Station Abandonment	34%	100%	66%	$1,063,352	$1,611,139
EX-8	South WWTP Capacity Rerate Study: Up to 2.5 MGD	0%	100%	100%	$47,472	$47,472
				Existing Subtotal	$9,772,883	$36,866,631
PROPOSED						
PR-1	South WWTP UV System Upgrade	0%	60%	60%	$750,000	$1,250,000
PR-2	South WWTP Influent Lift Station: Phase I	0%	60%	60%	$12,708,600	$21,181,000
PR-3	South WWTP Phase I Expansion	0%	60%	60%	$83,024,400	$138,374,000
PR-4	Central WWTP Phase I Expansion	0%	33%	33%	$8,083,680	$24,496,000
PR-5	South WWTP Phase II Expansion	0%	60%	60%	$107,168,400	$178,614,000
PR-6	Central WWTP LS No. 2	0%	33%	33%	$1,757,250	$5,325,000
PR-7	Glenwood Interceptor	0%	60%	60%	$8,713,338	$14,522,230
PR-8	Glenwood LS Decommissioning	0%	60%	60%	$174,000	$290,000
PR-9	SE Loop LS	0%	60%	60%	$847,800	$1,413,000
PR-10	Megasite SE Loop Interceptor Tributary	0%	60%	60%	$1,043,052	$1,738,420
PR-11	Megasite East / CR 132 FM	0%	60%	60%	$2,173,500	$3,622,500
PR-12	Megasite West / South Cottonwood Creek Interceptor Ph I	0%	60%	60%	$1,276,714	$2,127,857
PR-13	Brushy Creek Interceptor Phase III	0%	60%	60%	$5,134,200	$8,557,000
PR-14	Brushy Creek Interceptor Phase IV	0%	60%	60%	$20,158,200	$33,597,000
PR-15	Brooklands LS Relief	0%	60%	60%	$470,400	$784,000
PR-16	Farley LS Relief	0%	60%	60%	$1,803,600	$3,006,000
PR-17	Brushy Creek Interceptor Ph V	0%	60%	60%	$851,400	$1,419,000
PR-18	Enclave LS Decommissioning	0%	60%	60%	$198,600	$331,000
PR-19	Avery Lake Interceptor Ph I	0%	60%	60%	$3,312,900	$5,521,500
PR-20	Avery Lake Interceptor Ph II	0%	60%	60%	$2,233,200	$3,722,000
PR-21	East Ironwood Oversized 12" Line	0%	60%	60%	$151,272	$252,120
PR-22	Hwy 130 Mixed Used Oversized 15" and 18" Line	0%	60%	60%	$492,960	$821,600
PR-23	South Fork Mustang Creek Interceptor Ph I	0%	60%	60%	$709,716	$1,182,860

PR-24	Cottonwood Creek Interceptor Ph I	0%	33%	33%	$5,426,850	$16,445,000
PR-25	Cottonwood Creek Interceptor Ph II	0%	33%	33%	$1,503,784	$4,556,920
PR-26	Wilco Ranch LS Relief	0%	33%	33%	$596,970	$1,809,000
PR-27	US 79 South Parallel Interceptor	0%	33%	33%	$452,222	$1,370,370
PR-28	CR 132 Interceptor	0%	33%	33%	$69,000	$209,090
PR-29	Kirk Tract Oversized 15" Line	0%	60%	60%	$567,384	$945,640
PR-30	FM 1660 Interceptor	0%	60%	60%	$3,314,700	$5,524,500
PR-31	SE Loop Interceptor Ph I / Walther Farms	0%	60%	60%	$3,824,100	$6,373,500
PR-32	SE Loop Interceptor Ph II	0%	60%	60%	$3,000,000	$5,000,000
PR-33	Meadowbrook Oversized 15" Line	0%	60%	60%	$205,680	$342,800
PR-34	Megasite West /South Cottonwood Creek Interceptor Ph II	0%	60%	60%	$1,066,200	$1,777,000
PR-35	SE Loop Interceptor Ph II (Deeper Section)	0%	60%	60%	$7,845,600	$13,076,000
PR-36	SE Loop Interceptor Ph II	0%	60%	60%	$4,597,800	$7,663,000
PR-37	SE Loop LS Decommissioning	0%	60%	60%	$174,000	$290,000
PR-38	Megasite East / North SE Loop Interceptor Ph II	0%	60%	60%	$5,920,200	$9,867,000
PR-39	Hwy 79 FM	0%	60%	60%	$977,400	$1,629,000
PR-40	Hwy 79 LS	0%	60%	60%	$5,202,000	$8,670,000
PR-41	CR 101 Interceptor	0%	60%	60%	$2,438,550	$4,064,250
PR-42	CR 101 FM	0%	60%	60%	$4,285,350	$7,142,250
PR-43	South Fork LS	0%	60%	60%	$3,525,750	$5,876,250
PR-44	South Fork Mustang Creek Interceptor Ph II	0%	60%	60%	$6,017,400	$10,029,000
PR-45	Mustang Creek LS Decommissioning	0%	60%	60%	$109,800	$183,000
PR-46	Farley LS Decommissioning	0%	60%	60%	$68,400	$114,000
PR-47	Country Estates LS Decommissioning	0%	60%	60%	$81,600	$136,000
PR-48	Brooklands LS Decommissioning	0%	60%	60%	$76,800	$128,000
PR-49	Wastewater Impact Fee Update	0%	100%	100%	$80,000	$80,000
				Proposed Subtotal	$120,311,832	$162,061,800
				Total	**$128,870,732**	**$185,945,045**


Legend
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City Limits
Wastewater CCN
Wastewater Impact Fee Service Area
Proposed 2023-2033 Lift Station Project
Proposed 2023-2033 WWTP Project
Proposed 2023-2033 Wastewater Line
LS
WWTP
Exhibit 3.1
Wastewater Impact Fee
CIP
April 2024
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CITY OF HUTTO
Kimley»Horn
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CR 101
CR 105
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UNIVERSITY BLVD
CR 118
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CR 395
LIMMER LOOP
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MAGER LN
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CHRIS KELLY BLVD
REDBUD LN
CR 134
FM 3349
CR 197
CR 137
GATTIS SCHOOL RD
CR 138
ROWE LN
CR 129
FM 1660
FM 973
HODDE LN
MELBER LN
ENGELMANN LN
CAMERON RD
WILLIAMSON
TRAVIS
29
130
79
45

3.4 Wastewater Impact Fee Calculation

SERVICE UNITS

Chapter 395 of the Local Government Code defines a service unit as follows, “Service Unit means a standardized measure of consumption attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards and based on historical data and trends applicable to the political subdivision in which the individual unit of development is located during the previous 10 years.”

SERVICE UNIT CALCULATION

The service unit for Hutto’s wastewater impact fees is the 5/8-inch meter. A service unit is the wastewater discharge or flow associated with the 5/8-inch meter, which is typically used by a single-family residence. While there are no wastewater meters, utilizing AWWA water meter equivalents is an equitable method for distributing the 10-year wastewater service demand.

All meters greater than 5/8-inch have a service unit multiplier determined by the ratio of each larger meter’s capacity to the capacity of the 5/8-inch meter. The current service unit multipliers (service units/meter) are shown in **Table 3.2**.

Table 3.2 Meter Capacity Ratios

Meter Size	Meter Type	Service Units/ Meter
5/8”	Positive Displacement	1
5/8”x3/4”	Positive Displacement	1
3/4”	Positive Displacement	1.5
1"	Positive Displacement	2.5
1-1/2"	Positive Displacement	5
2"	Positive Displacement	8
3"	Compound	17.5
4"	Compound	60
6"	Compound	67.5
8”	Compound	90

Summing the number of existing wastewater yields the total number of wastewater service units connected to the City’s wastewater system as shown in **Table 3.3**.

Table 3.3 Existing Connections and Wastewater Service Units

	Existing Connections[1]	Service Units/ Connection	Service Units
	13,411	1	13,411
Total Existing Connections:	**13,411**	**Total Service Units:**	**13,411**

(1) Data Source: City of Hutto

Based on the City's 10-year growth projections and the resulting wastewater demand projections, wastewater service will be required for an additional **24,293** Service Units by the year 2033 as shown in **Table 3.4**. The calculation is as follows:

Table 3.4 10-year Additional Service Units Calculation

2023 Service Units	13,411
2023 to 2033 Growth Rate	10.89%
2033 Projected Service Units	37,704
10-year Additional Service Units	**24,293**

3.5 Plan for Awarding Impact Fee Credit

Impact fee law allows for a credit calculation to credit back the utility revenues or ad valorem taxes that are allocated for paying a portion of future capital improvements. The intent of this credit is to prevent the City from double charging development for future capital improvements via impact fees and utility rates. If the City chooses not to do a financial analysis to determine the credit value, they are required by law to reduce the recoverable cost by 50 percent. The City chose to perform a financial analysis.

MAXIMUM ASSESSABLE IMPACT FEE DETERMINATION

The impact fee determination method employed by NewGen Strategies and Solutions, LLC is developed through a financial based model that recognizes the requirements of Chapter 395, including the recognition of cash and/or debt financing, interest earnings, fund balances, and applicable credits associated with the use of utility revenues. In developing the components of the financial model, assumptions must be made that include the following:

- Financing
    - Method of financing (i.e. cash or debt financing)
    - The level of financing (e.g. 100% debt)
    - Cost of financing
    - Debt repayment structure
- Timing and Level of Expenditures and Revenues
- Interest Earnings
- Annual Service Unit Growth
- Portion of Utility Revenue Used to Fund Impact Fee Wastewater Improvements

While the assumptions employed in determining the maximum assessable impact fee are a reasonable basis for forecasting, these assumptions may not reflect actual future conditions. To address this, Chapter 395 requires the monitoring of impact fees through the Capital Improvement Advisory Committee (CIAC) who can then update or revise impact fees to reflect the actual implementation of the impact fee program.

FINANCING

Once the cost of capacity added that is attributable to growth is determined, a City must decide how the cost will be financed: cash and/or debt. Actual costs of capital for any previously funded projects, whether partially or fully funded, are also included.

Based on discussions with City staff, it is assumed that the City will debt finance 50% of the future project costs and the remaining 50% with funds through sources other than debt. For debt financing, the cost of financing is based on the City's Financial Advisor's estimates of future debt costs for bonds issued with 30-year terms as shown in the Wastewater Financial Analysis Appendix of this report. Debt service payments for each future debt issue are assumed to remain constant over the issue's term.

TIMING AND LEVEL OF EXPENDITURES AND REVENUES

The exact timing and annual level of cash capital expenditures over the forecast period is currently indeterminate, therefore it is assumed that capital expenditures will occur in amounts over the 10-year program period. It is also assumed that the City will expand debt proceeds over a 3-year timeframe for debt-financed capital projects. For the calculation of the maximum assessable impact fee, debt is assumed to be issued in equal amounts for each year. In order to recognize the full amount of debt to be issued for the cost of capacity added that is attributable to growth during the 10-year period, a portion of years eight, nine, and ten are assumed to be spend in the final three years.

INTEREST EARNINGS

While debt is issued over 30-year terms and impact fees developed are to be charged over a 10-year period, a sufficient fund balance must be generated to meet the future debt service obligations. Fund balances were identified for each service area as a potential source for the current Impact Fee CIP. Because of the generation of the fund balance, excess monies will be available for interest earnings.

Chapter 395 states that interest earnings are funds of the impact fee account and are to be held to the same restrictions as impact fee revenues. In order to recognize that interest earnings are used to fund only impact fee eligible improvements, interest earnings are credited against the costs recoverable through impact fees. Chapter 395 does not require the upfront recognition of interest earnings in the impact fee determination. To acknowledge the time value of the impact fee payer's monies, interest earnings have been credited. For this analysis, interest is assumed to be earned at an annual rate of 1.46% per 10 year historical average.

ANNUAL SERVICE UNIT GROWTH

The timing and annual level of service unit growth over the 10-year program period is currently indeterminate, therefore it is assumed that service unit growth will be consistent over the 10-year forecast.

PORTION OF UTILITY REVENUE TO FUND IMPACT FEE WASTEWATER IMPROVEMENTS

Credit for the portion of ad valorem tax and/or utility service revenues generated by new service units during the program period are used for payment of the improvements included in the Wastewater Impact Fee CIP. The credit is not a determination to recognize the total utility revenue generated by new service units, but is a credit for the portion of utility revenue that is used for payment of the improvements included in the Wastewater Impact Fee CIP. Theoretically, the credit determination could be zero ($0) if the City does not utilize any of the new service unit utility revenue to fund improvements that are included in the Wastewater Impact Fee CIP.

To be conservative and recognize potential cash flow issues that can occur with the funding of major capital improvement projects, it is assumed that the debt-funded projects (50% of the improvement costs included in the Wastewater Impact Fee CIP but not otherwise funded) could potentially be funded by utility revenue.

When an impact fee program is in place, payments made through utility revenue will consist of revenue generated by new service units in the defined service area and existing service units throughout the City; therefore, the portion attributable to the new service units in the defined service area must be isolated. The credit calculation illustrating how the credit is isolated is shown in the Wastewater Financial Analysis Appendix of this report.

3.6 Maximum Assessable Impact Fee

A breakdown of the 10-year recoverable costs and the associated impact fee per service unit is as follows:

Table 3.5 10-Year Recoverable Cost Breakdown

Recoverable Impact Fee CIP Costs	$	602,316,288
Financing Costs	$	194,392,059
Interest Earnings	$	(42,093,343)
Pre-Credit Recoverable Cost for Impact Fee	$	486,772,759
Credit for Utility Revenues	$	(178,937,161)
Maximum Recoverable Cost for Impact Fee	**$**	**307,799,160**

$$\text{Impact fee per service units} = \frac{\text{10-year recoverable costs}}{\text{10-year additional service units}}$$

$$\text{10-year recoverable cost} = \$307{,}799{,}160$$

$$\text{Impact fee per service units} = \frac{\$307{,}799{,}160}{24{,}293}$$

$$\text{Impact fee per service units} = \$12{,}670$$

Therefore, the maximum assessable wastewater impact fee per service unit is **$12,670**.

For a development that requires a different size meter, a service unit equivalent is established at a multiplier based on its capacity with respect to the 5/8-inch meter. The maximum impact fee that could be assessed for other meter sizes is based on the Equivalency Table **(Table 3.6)**.

Table 3.6 Maximum Assessable Wastewater Impact Fee for Commonly Used Meters

Meter Size	Meter Type	Maximum Continuous Operating Capacity (GPM)*	Service Unit Equivalent	Maximum Assessable Wastewater Impact Fee
5/8”	Positive Displacement	10	1	$12,670
5/8”x3/4”	Positive Displacement	10	1	$12,670
3/4”	Positive Displacement	15	1.5	$19,005
1"	Positive Displacement	25	2.5	$31,675
1-1/2"	Positive Displacement	50	5	$63,350
2"	Positive Displacement	80	8	$101,360
3"	Compound	175	17.5	$101,360
4"	Compound	300	60	$221,725
6"	Compound	675	67.5	$380,100
8”	Compound	900	90	$855,225

*Operating capacities obtained from American Water Works Association (AWWA) C-700-20 and C-702-19

APPENDIX

WATER FINANCIAL ANALYSIS

WASTEWATER FINANCIAL ANALYSIS

WATER FINANCIAL ANALYSIS

City of Hutto - 2024 Water Impact Fee Study

Capital Improvement Plan for Impact Fees

Impact Fee Summary Table

Water Service Area

0	Existing Fund Balance	$ -
1	Existing Number of Service Units	10,118
2	Total Number of Services Units for Planning Period	27,337
3	Additional Service Units Added During Planning Period (Line 2 - Line 1)	17,219
4	Total Cost of the Water Impact Fee CIP	$ 185,945,045
5	Recoverable Cost for Impact Fee Planning Period	$ 128,870,732
6	Percent Recoverable for Water Impact Fee Planning Period (Line 5 / Line 4)	69.31%
7	Financing Costs (From Financial Analysis)	$ 80,109,468
8	Interest Earnings (From Financial Analysis)	$ (17,118,171)
9	Recoverable Cost of Water Impact Fee and Financing Costs (Line 5 + Line 7 + Line 8 - Line 0)	$ 191,862,029
10	Pre-Credit Maximum Fee (Line 9 / Line 3)	$ 11,142
11	Credit for Utility Revenues (From Financial Analysis)	$ (74,631,029)
12	Recoverable Cost of Water Impact Fee and Financing (Line 9 + Line 11)	$ 117,231,000
13	Maximum Assessable Fee (Line 12 / Line 3)	$ 6,808

SUMMARY OF WATER IMPACT FEE DETERMINATION

Water Service Area

Recoverable Impact Fee CIP Costs	$	128,870,732	Per Kimley Horn
Financing Cost		80,109,468	See Detail Below
Existing Fund Balance		-	Water Appendices - page 3
Interest Earnings		(17,118,171)	Water Appendices - page 5
Pre Credit Recoverable Cost for Impact Fee	**$**	**191,862,029**	**Sum of Above**
Credit for Utility Revenues		(74,631,029)	Water Appendices - page 8
Maximum Recoverable Cost for Impact Fee	**$**	**117,231,000**	

Recoverable Impact Fee CIP Costs:

Represents the portion of capital improvement costs that are eligible for funding through impact fees.

Financing Costs:

Represents the interest costs associated with debt financing the new impact fee project costs. Interest costs are derived from existing debt issues and forecasted debt issues.

New Annual Debt Service	$	111,047,199	Water Appendices - page 4
Existing Annual Debt Service		46,465,525	Water Appendices - page 4
Principal Component (New and Existing Debt)		(77,403,256)	Sum of 'Debt Funded' on Page 7
Financing Costs	$	80,109,468	

Existing Fund Balance:

Represents impact fee revenue collected but not yet expended. Assuming all existing fund balance is already encumbered for projects from prior impact fee studies. Reference is page 3 of Water Appendices.

Interest Earnings:

Represents the interest earned on cash flows and assumes a 1.46% annual interest rate. The Impact Fee Statute states that interest earnings are funds of the impact fee account and are held to the same restrictions as impact fee revenues. Therefore in order to recognize that interest earnings are used to fund capital improvements, interest earnings are credited against the recoverable costs. Reference is the sum of Accumulated Interest on page 5 of Water Appendices.

Pre Credit Recoverable Cost for Impact Fee:

Represents Recoverable Impact Fee CIP Costs plus Financing Costs less Existing Fund Balance and Interest Earnings.

Credit for Utility Revenues:

In 2001, the Local Government Code Chapter 395 was amended to include a credit for ad valorem and/or utility revenues generated by new service units during the ten-year timeframe that are used to fund impact fee eligible projects for which the new service units were charged an impact fee. The intent of this amendment is to avoid double-charging the new service units for impact fee capital improvements. The credit recognizes utility revenues used to fund impact fee eligible projects. Reference is page 8 of Water Appendices.

Maximum Recoverable Cost for Impact Fee:

Represents Pre Credit Recoverable Cost for Impact Fee less Credit for Utility Revenues. This is the maximum cost that can be recovered through impact fees.

City of Hutto - 2024 Water Impact Fee Study

Capital Improvement Plan for Impact Fees
Impact Fee Calculation Assumptions
Water Service Area

I. General Assumptions

Annual Interest Rate on Deposits [1]	1.46%
Annual Service Unit Growth [2]	1,722
Existing Fund Balance [3]	-

Portion of Projects Funded by Existing Debt [4]	$ 26,015,781
Non-debt Funded Project Cost [5]	51,467,476
New Project Cost Funded Through New Debt [6]	51,387,475
Total Recoverable Project Cost [7]	**$ 128,870,732**

II. New Debt Issues Assumptions

Year	Principal [8]	Interest [9]	Term
1	$ 5,138,748	5.50%	30
2	5,138,748	5.60%	30
3	5,138,748	5.70%	30
4	5,138,748	5.80%	30
5	5,138,748	5.90%	30
6	5,138,748	6.00%	30
7	5,138,748	6.10%	30
8	5,138,748	6.20%	30
9	5,138,748	6.30%	30
10	5,138,748	6.40%	30
Total	**$ 51,387,475**		

III. Capital Expenditure Assumptions

Year	Annual Capital Expenditures [10]
1	$ 5,146,748
2	6,859,663
3	8,572,579
4	10,285,495
5	10,285,495
6	10,285,495
7	10,285,495
8	10,285,495
9	10,285,495
10	10,285,495
11	5,138,748
12	3,425,832
13	1,712,916
Total	**102,854,951**

(1) 10-Year Tex-Pool Average
(2) Per Kimley Horn
(3) Assumes all existing fund balances are already encumbered
(4) Per discussions with City Staff
(5) This assumes 50% of new project costs funded through sources other than debt, unless specified otherwise
(6) This assumes 50% of new project costs funded through new debt issues, unless specified otherwise
(7) Per Kimley Horn
(8) Assumes new debt issued based on schedule from Kimley Horn
(9) Per discussions with City Staff
(10) Assumes new debt proceeds expended over a 3-year timeframe
Non-debt funded capital expenditures allocated per discussions with City Staff

City of Hutto - 2024 Water Impact Fee Study

Capital Improvement Plan for Impact Fees
Debt Service and Expense Summary
Water Service Area

I. New Debt Service Detail

Year	Series 1	Series 2	Series 3	Series 4	Series 5	Series 6	Series 7	Series 8	Series 9	Series 10	Total Annual New Debt Service
1	$ 353,574	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 353,574
2	353,574	357,488	-	-	-	-	-	-	-	-	711,061
3	353,574	357,488	361,420	-	-	-	-	-	-	-	1,072,481
4	353,574	357,488	361,420	365,370	-	-	-	-	-	-	1,437,851
5	353,574	357,488	361,420	365,370	369,339	-	-	-	-	-	1,807,190
6	353,574	357,488	361,420	365,370	369,339	373,324	-	-	-	-	2,180,514
7	353,574	357,488	361,420	365,370	369,339	373,324	377,328	-	-	-	2,557,842
8	353,574	357,488	361,420	365,370	369,339	373,324	377,328	381,348	-	-	2,939,191
9	353,574	357,488	361,420	365,370	369,339	373,324	377,328	381,348	385,386	-	3,324,577
10	353,574	357,488	361,420	365,370	369,339	373,324	377,328	381,348	385,386	389,441	3,714,017
11	353,574	357,488	361,420	365,370	369,339	373,324	377,328	381,348	385,386	389,441	3,714,017
12	353,574	357,488	361,420	365,370	369,339	373,324	377,328	381,348	385,386	389,441	3,714,017
13	353,574	357,488	361,420	365,370	369,339	373,324	377,328	381,348	385,386	389,441	3,714,017
14	353,574	357,488	361,420	365,370	369,339	373,324	377,328	381,348	385,386	389,441	3,714,017
15	353,574	357,488	361,420	365,370	369,339	373,324	377,328	381,348	385,386	389,441	3,714,017
16	353,574	357,488	361,420	365,370	369,339	373,324	377,328	381,348	385,386	389,441	3,714,017
17	353,574	357,488	361,420	365,370	369,339	373,324	377,328	381,348	385,386	389,441	3,714,017
18	353,574	357,488	361,420	365,370	369,339	373,324	377,328	381,348	385,386	389,441	3,714,017
19	353,574	357,488	361,420	365,370	369,339	373,324	377,328	381,348	385,386	389,441	3,714,017
20	353,574	357,488	361,420	365,370	369,339	373,324	377,328	381,348	385,386	389,441	3,714,017
21	353,574	357,488	361,420	365,370	369,339	373,324	377,328	381,348	385,386	389,441	3,714,017
22	353,574	357,488	361,420	365,370	369,339	373,324	377,328	381,348	385,386	389,441	3,714,017
23	353,574	357,488	361,420	365,370	369,339	373,324	377,328	381,348	385,386	389,441	3,714,017
24	353,574	357,488	361,420	365,370	369,339	373,324	377,328	381,348	385,386	389,441	3,714,017
25	353,574	357,488	361,420	365,370	369,339	373,324	377,328	381,348	385,386	389,441	3,714,017
26	353,574	357,488	361,420	365,370	369,339	373,324	377,328	381,348	385,386	389,441	3,714,017
27	353,574	357,488	361,420	365,370	369,339	373,324	377,328	381,348	385,386	389,441	3,714,017
28	353,574	357,488	361,420	365,370	369,339	373,324	377,328	381,348	385,386	389,441	3,714,017
29	353,574	357,488	361,420	365,370	369,339	373,324	377,328	381,348	385,386	389,441	3,714,017
30	353,574	357,488	361,420	365,370	369,339	373,324	377,328	381,348	385,386	389,441	3,714,017
31	-	357,488	361,420	365,370	369,339	373,324	377,328	381,348	385,386	389,441	3,360,444
32	-	-	361,420	365,370	369,339	373,324	377,328	381,348	385,386	389,441	3,002,956
33	-	-	-	365,370	369,339	373,324	377,328	381,348	385,386	389,441	2,641,536
34	-	-	-	-	369,339	373,324	377,328	381,348	385,386	389,441	2,276,166
35	-	-	-	-	-	-	377,328	381,348	385,386	389,441	1,533,503
36	-	-	-	-	-	-	377,328	381,348	385,386	389,441	1,533,503
37	-	-	-	-	-	-	-	381,348	385,386	389,441	1,156,175
38	-	-	-	-	-	-	-	-	385,386	389,441	774,827
39	-	-	-	-	-	-	-	-	-	389,441	389,441
	$ 10,607,206	$ 10,724,629	$ 10,842,599	$ 10,961,110	$ 11,080,156	$ 10,826,408	$ 11,319,833	$ 11,440,452	$ 11,561,584	$ 11,683,223	$111,047,199

II. Summary of Annual Expenses

Year	New Annual Debt Service[1]	Annual Capital Expenditures[2]	Annual Bond Proceeds[2]	Existing Annual Debt Service[3]	Annual Credit[4]	Total Expense
1	$ 353,574	$ 5,146,748	$ (5,138,748)	$ 199,882	$ (80,490)	$ 480,965
2	711,061	6,859,663	(5,138,748)	289,756	(254,141)	2,467,592
3	1,072,481	8,572,579	(5,138,748)	289,675	(460,392)	4,335,596
4	1,437,851	10,285,495	(5,138,748)	1,063,493	(1,013,093)	6,634,999
5	1,807,190	10,285,495	(5,138,748)	1,330,854	(1,442,637)	6,842,154
6	2,180,514	10,285,495	(5,138,748)	1,474,467	(1,846,561)	6,955,167
7	2,557,842	10,285,495	(5,138,748)	1,468,847	(2,189,086)	6,984,350
8	2,939,191	10,285,495	(5,138,748)	1,671,728	(2,658,343)	7,099,323
9	3,324,577	10,285,495	(5,138,748)	1,672,365	(3,023,143)	7,120,547
10	3,714,017	10,285,495	(5,138,748)	1,485,854	(3,275,289)	7,071,330
11	3,714,017	5,138,748	-	1,196,872	(3,013,997)	7,035,639
12	3,714,017	3,425,832	-	1,244,560	(2,965,279)	5,419,131
13	3,714,017	1,712,916	-	1,339,719	(2,944,738)	3,821,914
14	3,714,017	-	-	1,519,207	(2,971,181)	2,262,043
15	3,714,017	-	-	1,516,035	(2,893,287)	2,336,766
16	3,714,017	-	-	1,785,869	(2,964,591)	2,535,295
17	3,714,017	-	-	1,788,401	(2,889,950)	2,612,468
18	3,714,017	-	-	1,858,408	(2,851,719)	2,720,706
19	3,714,017	-	-	1,952,647	(2,825,632)	2,841,033
20	3,714,017	-	-	1,951,772	(2,752,797)	2,912,992
21	3,714,017	-	-	2,055,899	(2,731,549)	3,038,367
22	3,714,017	-	-	2,056,207	(2,661,692)	3,108,532
23	3,714,017	-	-	2,054,868	(2,592,882)	3,176,004
24	3,714,017	-	-	2,080,088	(2,537,482)	3,256,624
25	3,714,017	-	-	2,079,253	(2,472,100)	3,321,171
26	3,714,017	-	-	2,079,779	(2,408,968)	3,384,829
27	3,714,017	-	-	3,036,058	(2,734,652)	4,015,423
28	3,714,017	-	-	3,037,649	(2,665,202)	4,086,465
29	3,714,017	-	-	-	(1,428,528)	2,285,489
30	3,714,017	-	-	-	(1,391,921)	2,322,097
31	3,360,444	-	-	-	(1,227,136)	2,133,308
32	3,002,956	-	-	-	(1,068,491)	1,934,465
33	2,641,536	-	-	-	(915,807)	1,725,729
34	2,276,166	-	-	-	(768,913)	1,507,253
35	1,533,503	-	-	-	(504,758)	1,028,745
36	1,533,503	-	-	-	(491,823)	1,041,680
37	1,156,175	-	-	-	(361,305)	794,870
38	774,827	-	-	-	(235,929)	538,898
39	389,441	-	-	-	(115,543)	273,898
PTD	-	-	-	885,312	-	885,312
	$111,047,199	$102,854,951	$ (51,387,475)	$ 46,465,525	$ (74,631,029)	$134,349,170

(1) Water Appendices - page 4
(2) Water Appendices - page 3
(3) Eligible outstanding debt funded projects as a percent of total principal times original annual debt service, including Paid-To-Date (PTD) amounts
(4) Water Appendices - page 8

City of Hutto - 2024 Water Impact Fee Study

Capital Improvement Plan for Impact Fees

Revenue Test

Water Service Area

Year	Impact Fee	Service Units	Impact Fee Revenue	Annual Expenses	Sub-Total	Accumulated Interest	Estimated Fund Balance
Initial							$ -
1	$ 6,808	1,722	$ 11,723,100	$ 480,965	$ 11,242,135	$ 82,068	11,324,202
2	6,808	1,722	11,723,100	2,467,592	9,255,508	232,899	20,812,609
3	6,808	1,722	11,723,100	4,335,596	7,387,504	357,793	28,557,906
4	6,808	1,722	11,723,100	6,634,999	5,088,101	454,089	34,100,095
5	6,808	1,722	11,723,100	6,842,154	4,880,946	533,492	39,514,533
6	6,808	1,722	11,723,100	6,955,167	4,767,933	611,718	44,894,184
7	6,808	1,722	11,723,100	6,984,350	4,738,750	690,048	50,322,982
8	6,808	1,722	11,723,100	7,099,323	4,623,777	768,469	55,715,228
9	6,808	1,722	11,723,100	7,120,547	4,602,553	847,041	61,164,822
10	6,808	1,722	11,723,100	7,071,330	4,651,770	926,964	66,743,557
11	-	-	-	7,035,639	(7,035,639)	923,096	60,631,013
12	-	-	-	5,419,131	(5,419,131)	845,653	56,057,536
13	-	-	-	3,821,914	(3,821,914)	790,540	53,026,162
14	-	-	-	2,262,043	(2,262,043)	757,669	51,521,787
15	-	-	-	2,336,766	(2,336,766)	735,160	49,920,181
16	-	-	-	2,535,295	(2,535,295)	710,327	48,095,213
17	-	-	-	2,612,468	(2,612,468)	683,119	46,165,864
18	-	-	-	2,720,706	(2,720,706)	654,160	44,099,318
19	-	-	-	2,841,033	(2,841,033)	623,111	41,881,396
20	-	-	-	2,912,992	(2,912,992)	590,204	39,558,607
21	-	-	-	3,038,367	(3,038,367)	555,376	37,075,615
22	-	-	-	3,108,532	(3,108,532)	518,612	34,485,695
23	-	-	-	3,176,004	(3,176,004)	480,306	31,789,998
24	-	-	-	3,256,624	(3,256,624)	440,361	28,973,734
25	-	-	-	3,321,171	(3,321,171)	398,772	26,051,335
26	-	-	-	3,384,829	(3,384,829)	355,640	23,022,146
27	-	-	-	4,015,423	(4,015,423)	306,811	19,313,534
28	-	-	-	4,086,465	(4,086,465)	252,146	15,479,216
29	-	-	-	2,285,489	(2,285,489)	209,312	13,403,039
30	-	-	-	2,322,097	(2,322,097)	178,733	11,259,675
31	-	-	-	2,133,308	(2,133,308)	148,818	9,275,186
32	-	-	-	1,934,465	(1,934,465)	121,296	7,462,016
33	-	-	-	1,725,729	(1,725,729)	96,348	5,832,635
34	-	-	-	1,507,253	(1,507,253)	74,154	4,399,535
35	-	-	-	1,028,745	(1,028,745)	56,723	3,427,514
36	-	-	-	1,041,680	(1,041,680)	42,437	2,428,272
37	-	-	-	794,870	(794,870)	29,650	1,663,051
38	-	-	-	538,898	(538,898)	20,347	1,144,500
39	-	-	-	273,898	(273,898)	14,710	885,312
PTD	-	-	-	885,312	(885,312)	-	-
			$ 117,230,999	$ 134,349,170		$ 17,118,171	

City of Hutto - 2024 Water Impact Fee Study

Capital Improvement Plan for Impact Fees

Impact Fee Calculation

Water Service Area

Year	Number of Years to End of Period	Future Value Escalation: Interest Rate Factor	Future Value Escalation: Recovery Fee Factor	Annual Service Units: Actual	Annual Service Units: Escalated	Annual Expense: Actual	Annual Expense: Escalated
1	39	1.7473	1.0000	1,722	3,009	$ 480,965	$ 840,383
2	38	1.7221	1.0000	1,722	2,965	2,467,592	4,249,540
3	37	1.6974	1.0000	1,722	2,923	4,335,596	7,359,063
4	36	1.6729	1.0000	1,722	2,881	6,634,999	11,099,916
5	35	1.6489	1.0000	1,722	2,839	6,842,154	11,281,760
6	34	1.6251	1.0000	1,722	2,798	6,955,167	11,303,078
7	33	1.6017	1.0000	1,722	2,758	6,984,350	11,187,172
8	32	1.5787	1.0000	1,722	2,718	7,099,323	11,207,697
9	31	1.5560	1.0000	1,722	2,679	7,120,547	11,079,442
10	30	1.5336	1.0000	1,722	2,641	7,071,330	10,844,532
11	29	1.5115	1.0000	-	-	7,035,639	10,634,533
12	28	1.4898	1.0000	-	-	5,419,131	8,073,273
13	27	1.4683	1.0000	-	-	3,821,914	5,611,850
14	26	1.4472	1.0000	-	-	2,262,043	3,273,642
15	25	1.4264	1.0000	-	-	2,336,766	3,333,117
16	24	1.4059	1.0000	-	-	2,535,295	3,564,258
17	23	1.3856	1.0000	-	-	2,612,468	3,619,901
18	22	1.3657	1.0000	-	-	2,720,706	3,715,631
19	21	1.3460	1.0000	-	-	2,841,033	3,824,126
20	20	1.3267	1.0000	-	-	2,912,992	3,864,564
21	19	1.3076	1.0000	-	-	3,038,367	3,972,890
22	18	1.2888	1.0000	-	-	3,108,532	4,006,146
23	17	1.2702	1.0000	-	-	3,176,004	4,034,201
24	16	1.2519	1.0000	-	-	3,256,624	4,077,081
25	15	1.2339	1.0000	-	-	3,321,171	4,098,058
26	14	1.2162	1.0000	-	-	3,384,829	4,116,505
27	13	1.1987	1.0000	-	-	4,015,423	4,813,139
28	12	1.1814	1.0000	-	-	4,086,465	4,827,808
29	11	1.1644	1.0000	-	-	2,285,489	2,661,256
30	10	1.1477	1.0000	-	-	2,322,097	2,664,974
31	9	1.1311	1.0000	-	-	2,133,308	2,413,077
32	8	1.1149	1.0000	-	-	1,934,465	2,156,670
33	7	1.0988	1.0000	-	-	1,725,729	1,896,272
34	6	1.0830	1.0000	-	-	1,507,253	1,632,373
35	5	1.0674	1.0000	-	-	1,028,745	1,098,110
36	4	1.0521	1.0000	-	-	1,041,680	1,095,917
37	3	1.0369	1.0000	-	-	794,870	824,223
38	2	1.0220	1.0000	-	-	538,898	550,758
39	1	1.0073	1.0000	-	-	273,898	275,897
PTD		1.0000	1.0000	-	-	885,312	885,312
					28,211		$ 192,068,146

Annual Interest Rate:		1.46%
Total Escalated Expense for Entire Period	$	192,068,146
Total Escalated Service Units		28,211
Maximum Assessable Impact Fee for Water Service Area	**$**	**6,808**

City of Hutto - 2024 Water Impact Fee Study

Capital Improvement Plan for Impact Fees

Impact Fee Project Funding

Water Service Area

Impact Fee Project Name[1]	Project Type	Cost In Service Area [1]	Impact Fee Recoverable Cost[1]	Debt Funded[2] Existing	Debt Funded[2] Proposed	Non-Debt Funded[2]
Frameswitch Pumping Station	Existing	$ 1,747,068	$ 139,765	$ 139,765	-	-
Carl Stern Pumping Station	Existing	1,226,264	220,728	220,728	-	-
North West Pumping Station	Existing	4,238,004	2,246,142	2,246,142	-	-
CR 108 Waterline	Existing	1,695,308	593,358	593,358	-	-
Shiloh Booster Station Upgrade to 3.27 MGD	Existing	356,221	106,866	106,866	-	-
Shiloh Pumping Station Upgrade to 5.70 MGD	Existing	9,370,380	3,467,041	3,467,041	-	-
Heart of Texas In-Line 5.7 MGD Pumping Station	Existing	5,250,000	1,785,000	-	892,500	892,500
Frame Switch Discharge Water Lines	Proposed	21,595,400	15,980,596	-	7,990,298	7,990,298
Jonah SUD Wholesale Interconnect	Proposed	5,946,100	4,637,958	-	2,318,979	2,318,979
Frame Switch PS Expansion	Proposed	33,993,600	25,155,264	14,770,024	5,192,620	5,192,620
Pressure Plane Conversion	Proposed	77,200	60,216	-	30,108	30,108
County Road 132 South Water Line	Proposed	18,835,000	13,937,900	-	6,968,950	6,968,950
FM 1660 Water Line Phase 1	Proposed	3,181,500	2,354,310	-	1,177,155	1,177,155
Cottonwood EST	Proposed	11,247,600	8,323,224	44,814	4,139,205	4,139,205
Megasite Water Lines	Proposed	15,364,400	11,369,656	4,427,043	3,471,306	3,471,307
Alliance Boulevard Water Line	Proposed	2,145,100	1,673,178	-	836,589	836,589
Emory Farms Avenue Water Line	Proposed	964,100	751,998	-	375,999	375,999
FM 1660 South Water Lines	Proposed	12,995,900	9,616,966	-	4,808,483	4,808,483
County Road 137 Water Line South	Proposed	1,504,100	1,113,034	-	556,517	556,517
Carl Stern Water Line Replacement	Proposed	13,966,400	10,335,136	-	5,167,568	5,167,568
New Carl Stern Elevated Storage Tank	Proposed	11,649,300	8,620,482	-	4,310,241	4,310,241
Frame Switch GST #3	Proposed	8,516,100	6,301,914	-	3,150,957	3,150,957
Water Impact Fee Update	Proposed	80,000	80,000	-	-	80,000
Total		$ 185,945,045	$ 128,870,732	$ 26,015,781	$ 51,387,475	$ 51,467,476

(1) Per Kimley Horn

(2) Per discussions with City staff and City files

City of Hutto - 2024 Water Impact Fee Study

Capital Improvement Plan for Impact Fees

Credit Determination

Water Service Area

Year	Eligible Revenue Funded Cost [1]	Annual Service Units[3]	Eligible Debt Service per Service Unit	Annual Growth in Service Units (Cumulative)	Credit for Annual Utility Rate Revenues
1	$ 553,455	11,840	$ 46.74	1,722	$ 80,490
2	1,000,817	13,562	73.80	3,444	254,141
3	1,362,156	15,284	89.12	5,166	460,392
4	2,501,344	17,006	147.09	6,888	1,013,093
5	3,138,044	18,728	167.56	8,610	1,442,637
6	3,654,981	20,449	178.73	10,331	1,846,561
7	4,026,689	22,171	181.62	12,053	2,189,086
8	4,610,919	23,893	192.98	13,775	2,658,343
9	4,996,942	25,615	195.08	15,497	3,023,143
10	5,199,871	27,337	190.21	17,219	3,275,289
11	4,910,889	28,056	175.04	17,219	3,013,997
12	4,958,578	28,794	172.21	17,219	2,965,279
13	5,053,736	29,551	171.02	17,219	2,944,738
14	5,233,224	30,328	172.55	17,219	2,971,181
15	5,230,052	31,126	168.03	17,219	2,893,287
16	5,499,886	31,945	172.17	17,219	2,964,591
17	5,502,419	32,785	167.83	17,219	2,889,950
18	5,572,425	33,647	165.61	17,219	2,851,719
19	5,666,665	34,532	164.10	17,219	2,825,632
20	5,665,790	35,440	159.87	17,219	2,752,797
21	5,769,916	36,372	158.64	17,219	2,731,549
22	5,770,224	37,329	154.58	17,219	2,661,692
23	5,768,885	38,310	150.58	17,219	2,592,882
24	5,794,106	39,318	147.37	17,219	2,537,482
25	5,793,271	40,352	143.57	17,219	2,472,100
26	5,793,797	41,413	139.90	17,219	2,408,968
27	6,750,075	42,502	158.82	17,219	2,734,652
28	6,751,667	43,620	154.78	17,219	2,665,202
29	3,714,017	44,768	82.96	17,219	1,428,528
30	3,714,017	45,945	80.84	17,219	1,391,921
31	3,360,444	47,153	71.27	17,219	1,227,136
32	3,002,956	48,393	62.05	17,219	1,068,491
33	2,641,536	49,666	53.19	17,219	915,807
34	2,276,166	50,972	44.65	17,219	768,913
35	1,533,503	52,313	29.31	17,219	504,758
36	1,533,503	53,689	28.56	17,219	491,823
37	1,156,175	55,101	20.98	17,219	361,305
38	774,827	56,550	13.70	17,219	235,929
39	389,441	58,037	6.71	17,219	115,543
Total	$ 156,627,412				$ 74,631,029

2023 Service Units[2]	10,118	
Ten Year Growth in Service Units[2]	17,219	
	10	years
Annual Growth in Service Units	1,722	
Credit Amount	**$ 74,631,029**	

(1) Water Appendices - page 4 Section II

(2) Per Kimley Horn

(3) Per Kimley Horn for the first 10 Years, then using 2022 Texas State Water Plan growth going forward.

WASTEWATER FINANCIAL ANALYSIS

City of Hutto - 2024 Wastewater Impact Fee Study

Capital Improvement Plan for Impact Fees

Impact Fee Summary Table

Wastewater Service Area

0	Existing Fund Balance	$ -
1	Existing Number of Service Units	13,411
2	Total Number of Services Units for Planning Period	37,704
3	Additional Service Units Added During Planning Period (Line 2 - Line 1)	24,293
4	Total Cost of the Wastewater Impact Fee CIP	$ 602,316,288
5	Recoverable Cost for Impact Fee Planning Period	$ 334,437,605
6	Percent Recoverable for Wastewater Impact Fee Planning Period (Line 5 / Line 4)	55.53%
7	Financing Costs (From Financial Analysis)	$ 194,392,059
8	Interest Earnings (From Financial Analysis)	$ (42,093,343)
9	Recoverable Cost of Wastewater Impact Fee and Financing Costs (Line 5 + Line 7 + Line 8 - Line 0)	$ 486,736,321
10	Pre-Credit Maximum Fee (Line 9 / Line 3)	$ 20,036
11	Credit for Utility Revenues (From Financial Analysis)	$ (178,937,161)
12	Recoverable Cost of Wastewater Impact Fee and Financing (Line 9 + Line 11)	$ 307,799,160
13	Maximum Assessable Fee (Line 12 / Line 3)	$ 12,670

SUMMARY OF WASTEWATER IMPACT FEE DETERMINATION

Wastewater Service Area

Recoverable Impact Fee CIP Costs	$	334,437,605	Per Kimley Horn
Financing Cost		194,392,059	See Detail Below
Existing Fund Balance		-	Wastewater Appendices - page 3
Interest Earnings		(42,093,343)	Wastewater Appendices - page 5
Pre Credit Recoverable Cost for Impact Fee	**$**	**486,736,321**	**Sum of Above**
Credit for Utility Revenues		(178,937,161)	Wastewater Appendices - page 8
Maximum Recoverable Cost for Impact Fee	**$**	**307,799,160**	

Recoverable Impact Fee CIP Costs:

Represents the portion of capital improvement costs that are eligible for funding through impact fees.

Financing Costs:

Represents the interest costs associated with debt financing the new impact fee project costs. Interest costs are derived from existing debt issues and forecasted debt issues.

New Annual Debt Service	$	338,089,249	Wastewater Appendices - page 4
Existing Annual Debt Service		34,208,451	Wastewater Appendices - page 4
Principal Component (New and Existing Debt)		(177,905,641)	Wastewater Appendices - page 7
Financing Costs	$	194,392,059	

Existing Fund Balance:

Represents impact fee revenue collected but not yet expended. Assuming all existing fund balance is already encumbered for projects from prior impact fee studies. Reference is page 3 of Wastewater Appendices.

Interest Earnings:

Represents the interest earned on cash flows and assumes a 1.46% annual interest rate. The Impact Fee Statute states that interest earnings are funds of the impact fee account and are held to the same restrictions as impact fee revenues. Therefore in order to recognize that interest earnings are used to fund capital improvements, interest earnings are credited against the recoverable costs. Reference is the sum of Accumulated Interest on page 5 of Wastewater Appendices.

Pre Credit Recoverable Cost for Impact Fee:

Represents Recoverable Impact Fee CIP Costs plus Financing Costs less Existing Fund Balance and Interest Earnings.

Credit for Utility Revenues:

In 2001, the Local Government Code Chapter 395 was amended to include a credit for ad valorem and/or utility revenues generated by new service units during the ten-year timeframe that are used to fund impact fee eligible projects for which the new service units were charged an impact fee. The intent of this amendment is to avoid double-charging the new service units for impact fee capital improvements. The credit recognizes utility revenues used to fund impact fee eligible projects. Reference is page 8 of Wastewater Appendices.

Maximum Recoverable Cost for Impact Fee:

Represents Pre Credit Recoverable Cost for Impact Fee less Credit for Utility Revenues. This is the maximum cost that can be recovered through impact fees.

City of Hutto - 2024 Wastewater Impact Fee Study

Capital Improvement Plan for Impact Fees
Impact Fee Calculation Assumptions
Wastewater Service Area

I. General Assumptions

Annual Interest Rate on Deposits [1]	1.46%
Annual Service Unit Growth [2]	2,429
Existing Fund Balance [3]	-

Portion of Projects Funded by Existing Debt [4]	$ 21,453,673
Non-debt Funded Project Cost [5]	156,531,966
New Project Cost Funded Through New Debt [6]	156,451,968
Total Recoverable Project Cost [7]	**$ 334,437,607**

II. New Debt Issues Assumptions

Year	Principal [8]	Interest [9]	Term
1	$ 15,645,197	5.50%	30
2	15,645,197	5.60%	30
3	15,645,197	5.70%	30
4	15,645,197	5.80%	30
5	15,645,197	5.90%	30
6	15,645,197	6.00%	30
7	15,645,197	6.10%	30
8	15,645,197	6.20%	30
9	15,645,197	6.30%	30
10	15,645,197	6.40%	30
Total	**$ 156,451,968**		

III. Capital Expenditure Assumptions

Year	Annual Capital Expenditures [10]
1	$ 15,653,197
2	20,868,262
3	26,083,328
4	31,298,393
5	31,298,393
6	31,298,393
7	31,298,393
8	31,298,393
9	31,298,393
10	31,298,393
11	15,645,197
12	10,430,131
13	5,215,066
Total	**312,983,934**

(1) 10-Year Tex-Pool Average
(2) Per Kimley Horn
(3) Assumes all existing fund balances are already encumbered
(4) Per discussions with City Staff
(5) This assumes 50% of new project costs funded through sources other than debt, unless specified otherwise
(6) This assumes 50% of new project costs funded through new debt issues, unless specified otherwise
(7) Per Kimley Horn
(8) Assumes new debt issued based on schedule from Kimley Horn
(9) Per discussions with City Staff
(10) Assumes new debt proceeds expended over a 3-year timeframe
Non-debt funded capital expenditures allocated per discussions with City Staff

City of Hutto - 2024 Wastewater Impact Fee Study

Capital Improvement Plan for Impact Fees
Debt Service and Expense Summary
Wastewater Service Area

I. New Debt Service Detail

Year	Series 1	Series 2	Series 3	Series 4	Series 5	Series 6	Series 7	Series 8	Series 9	Series 10	Total Annual New Debt Service
1	$ 1,076,474	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,076,474
2	1,076,474	1,088,391	-	-	-	-	-	-	-	-	2,164,864
3	1,076,474	1,088,391	1,100,363	-	-	-	-	-	-	-	3,265,227
4	1,076,474	1,088,391	1,100,363	1,112,390	-	-	-	-	-	-	4,377,617
5	1,076,474	1,088,391	1,100,363	1,112,390	1,124,471	-	-	-	-	-	5,502,088
6	1,076,474	1,088,391	1,100,363	1,112,390	1,124,471	1,136,607	-	-	-	-	6,638,695
7	1,076,474	1,088,391	1,100,363	1,112,390	1,124,471	1,136,607	1,148,795	-	-	-	7,787,490
8	1,076,474	1,088,391	1,100,363	1,112,390	1,124,471	1,136,607	1,148,795	1,161,036	-	-	8,948,526
9	1,076,474	1,088,391	1,100,363	1,112,390	1,124,471	1,136,607	1,148,795	1,161,036	1,173,329	-	10,121,855
10	1,076,474	1,088,391	1,100,363	1,112,390	1,124,471	1,136,607	1,148,795	1,161,036	1,173,329	1,185,674	11,307,529
11	1,076,474	1,088,391	1,100,363	1,112,390	1,124,471	1,136,607	1,148,795	1,161,036	1,173,329	1,185,674	11,307,529
12	1,076,474	1,088,391	1,100,363	1,112,390	1,124,471	1,136,607	1,148,795	1,161,036	1,173,329	1,185,674	11,307,529
13	1,076,474	1,088,391	1,100,363	1,112,390	1,124,471	1,136,607	1,148,795	1,161,036	1,173,329	1,185,674	11,307,529
14	1,076,474	1,088,391	1,100,363	1,112,390	1,124,471	1,136,607	1,148,795	1,161,036	1,173,329	1,185,674	11,307,529
15	1,076,474	1,088,391	1,100,363	1,112,390	1,124,471	1,136,607	1,148,795	1,161,036	1,173,329	1,185,674	11,307,529
16	1,076,474	1,088,391	1,100,363	1,112,390	1,124,471	1,136,607	1,148,795	1,161,036	1,173,329	1,185,674	11,307,529
17	1,076,474	1,088,391	1,100,363	1,112,390	1,124,471	1,136,607	1,148,795	1,161,036	1,173,329	1,185,674	11,307,529
18	1,076,474	1,088,391	1,100,363	1,112,390	1,124,471	1,136,607	1,148,795	1,161,036	1,173,329	1,185,674	11,307,529
19	1,076,474	1,088,391	1,100,363	1,112,390	1,124,471	1,136,607	1,148,795	1,161,036	1,173,329	1,185,674	11,307,529
20	1,076,474	1,088,391	1,100,363	1,112,390	1,124,471	1,136,607	1,148,795	1,161,036	1,173,329	1,185,674	11,307,529
21	1,076,474	1,088,391	1,100,363	1,112,390	1,124,471	1,136,607	1,148,795	1,161,036	1,173,329	1,185,674	11,307,529
22	1,076,474	1,088,391	1,100,363	1,112,390	1,124,471	1,136,607	1,148,795	1,161,036	1,173,329	1,185,674	11,307,529
23	1,076,474	1,088,391	1,100,363	1,112,390	1,124,471	1,136,607	1,148,795	1,161,036	1,173,329	1,185,674	11,307,529
24	1,076,474	1,088,391	1,100,363	1,112,390	1,124,471	1,136,607	1,148,795	1,161,036	1,173,329	1,185,674	11,307,529
25	1,076,474	1,088,391	1,100,363	1,112,390	1,124,471	1,136,607	1,148,795	1,161,036	1,173,329	1,185,674	11,307,529
26	1,076,474	1,088,391	1,100,363	1,112,390	1,124,471	1,136,607	1,148,795	1,161,036	1,173,329	1,185,674	11,307,529
27	1,076,474	1,088,391	1,100,363	1,112,390	1,124,471	1,136,607	1,148,795	1,161,036	1,173,329	1,185,674	11,307,529
28	1,076,474	1,088,391	1,100,363	1,112,390	1,124,471	1,136,607	1,148,795	1,161,036	1,173,329	1,185,674	11,307,529
29	1,076,474	1,088,391	1,100,363	1,112,390	1,124,471	1,136,607	1,148,795	1,161,036	1,173,329	1,185,674	11,307,529
30	1,076,474	1,088,391	1,100,363	1,112,390	1,124,471	1,136,607	1,148,795	1,161,036	1,173,329	1,185,674	11,307,529
31	-	1,088,391	1,100,363	1,112,390	1,124,471	1,136,607	1,148,795	1,161,036	1,173,329	1,185,674	10,231,055
32	-	-	1,100,363	1,112,390	1,124,471	1,136,607	1,148,795	1,161,036	1,173,329	1,185,674	9,142,664
33	-	-	-	1,112,390	1,124,471	1,136,607	1,148,795	1,161,036	1,173,329	1,185,674	8,042,301
34	-	-	-	-	1,124,471	1,136,607	1,148,795	1,161,036	1,173,329	1,185,674	6,929,911
35	-	-	-	-	-	-	1,148,795	1,161,036	1,173,329	1,185,674	4,668,834
36	-	-	-	-	-	-	1,148,795	1,161,036	1,173,329	1,185,674	4,668,834
37	-	-	-	-	-	-	-	1,161,036	1,173,329	1,185,674	3,520,039
38	-	-	-	-	-	-	-	-	1,173,329	1,185,674	2,359,003
39	-	-	-	-	-	-	-	-	-	1,185,674	1,185,674
	$ 32,294,216	$ 32,651,717	$ 33,010,882	$ 33,371,696	$ 33,734,139	$ 32,961,589	$ 34,463,848	$ 34,831,080	$ 35,199,873	$ 35,570,210	$338,089,249

II. Summary of Annual Expenses

Year	New Annual Debt Service[1]	Annual Capital Expenditures[2]	Annual Bond Proceeds[2]	Existing Annual Debt Service[3]	Annual Credit[4]	Total Expense
1	$ 1,076,474	$ 15,653,197	$ (15,645,197)	$ 644,263	$ (263,896)	$ 1,464,841
2	2,164,864	20,868,262	(15,645,197)	689,671	(759,132)	7,318,468
3	3,265,227	26,083,328	(15,645,197)	691,356	(1,393,078)	13,001,636
4	4,377,617	31,298,393	(15,645,197)	957,913	(2,241,697)	18,747,030
5	5,502,088	31,298,393	(15,645,197)	1,050,555	(3,114,220)	19,091,620
6	6,638,695	31,298,393	(15,645,197)	1,099,533	(4,030,145)	19,361,279
7	7,787,490	31,298,393	(15,645,197)	1,097,538	(4,967,461)	19,570,764
8	8,948,526	31,298,393	(15,645,197)	1,101,701	(5,946,651)	19,756,773
9	10,121,855	31,298,393	(15,645,197)	1,103,223	(6,957,444)	19,920,831
10	11,307,529	31,298,393	(15,645,197)	1,109,944	(8,000,680)	20,069,988
11	11,307,529	15,645,197	-	1,083,326	(7,778,944)	20,257,107
12	11,307,529	10,430,131	-	1,099,693	(7,589,613)	15,247,740
13	11,307,529	5,215,066	-	1,132,061	(7,414,413)	10,240,242
14	11,307,529	-	-	1,193,210	(7,259,924)	5,240,815
15	11,307,529	-	-	1,192,808	(7,073,653)	5,426,683
16	11,307,529	-	-	1,232,993	(6,914,541)	5,625,981
17	11,307,529	-	-	1,233,968	(6,737,873)	5,803,624
18	11,307,529	-	-	1,257,958	(6,577,766)	5,987,721
19	11,307,529	-	-	1,290,038	(6,425,567)	6,172,000
20	11,307,529	-	-	1,290,976	(6,261,371)	6,337,133
21	11,307,529	-	-	1,209,254	(6,061,342)	6,455,440
22	11,307,529	-	-	1,213,768	(5,908,144)	6,613,153
23	11,307,529	-	-	1,211,363	(5,755,636)	6,763,255
24	11,307,529	-	-	1,585,591	(5,775,786)	7,117,333
25	11,307,529	-	-	1,588,141	(5,628,889)	7,266,780
26	11,307,529	-	-	1,587,949	(5,484,561)	7,410,916
27	11,307,529	-	-	1,050,502	(5,121,290)	7,236,740
28	11,307,529	-	-	1,051,053	(4,990,274)	7,368,307
29	11,307,529	-	-	-	(4,448,864)	6,858,664
30	11,307,529	-	-	-	(4,334,858)	6,972,671
31	10,231,055	-	-	-	(3,821,670)	6,409,384
32	9,142,664	-	-	-	(3,327,601)	5,815,063
33	8,042,301	-	-	-	(2,852,098)	5,190,203
34	6,929,911	-	-	-	(2,394,625)	4,535,286
35	4,668,834	-	-	-	(1,571,969)	3,096,865
36	4,668,834	-	-	-	(1,531,685)	3,137,148
37	3,520,039	-	-	-	(1,125,212)	2,394,827
38	2,359,003	-	-	-	(734,752)	1,624,250
39	1,185,674	-	-	-	(359,835)	825,839
PTD	-	-	-	2,158,104	-	2,158,104
	$ 338,089,249	$ 312,983,934	$ (156,451,968)	$ 34,208,451	$ (178,937,161)	$ 349,892,505

(1) Wastewater Appendices - page 4
(2) Wastewater Appendices - page 3
(3) Eligible outstanding debt funded projects as a percent of total principal times original annual debt service, including Paid-To-Date (PTD) amounts
(4) Wastewater Appendices - page 8

City of Hutto - 2024 Wastewater Impact Fee Study

Capital Improvement Plan for Impact Fees

Revenue Test

Wastewater Service Area

Year	Impact Fee	Service Units	Impact Fee Revenue	Annual Expenses	Sub-Total	Accumulated Interest	Estimated Fund Balance
Initial							$ -
1	$ 12,670	2,429	$ 30,779,916	$ 1,464,841	$ 29,315,075	$ 214,000	29,529,075
2	12,670	2,429	30,779,916	7,318,468	23,461,448	602,393	53,592,916
3	12,670	2,429	30,779,916	13,001,636	17,778,280	912,238	72,283,434
4	12,670	2,429	30,779,916	18,747,030	12,032,887	1,143,178	85,459,499
5	12,670	2,429	30,779,916	19,091,620	11,688,296	1,333,033	98,480,829
6	12,670	2,429	30,779,916	19,361,279	11,418,637	1,521,176	111,420,642
7	12,670	2,429	30,779,916	19,570,764	11,209,152	1,708,568	124,338,362
8	12,670	2,429	30,779,916	19,756,773	11,023,144	1,895,809	137,257,315
9	12,670	2,429	30,779,916	19,920,831	10,859,085	2,083,228	150,199,628
10	12,670	2,429	30,779,916	20,069,988	10,709,928	2,271,097	163,180,653
11	-	-	-	20,257,107	(20,257,107)	2,234,561	145,158,107
12	-	-	-	15,247,740	(15,247,740)	2,008,000	131,918,366
13	-	-	-	10,240,242	(10,240,242)	1,851,254	123,529,379
14	-	-	-	5,240,815	(5,240,815)	1,765,271	120,053,835
15	-	-	-	5,426,683	(5,426,683)	1,713,171	116,340,323
16	-	-	-	5,625,981	(5,625,981)	1,657,499	112,371,842
17	-	-	-	5,803,624	(5,803,624)	1,598,262	108,166,480
18	-	-	-	5,987,721	(5,987,721)	1,535,520	103,714,279
19	-	-	-	6,172,000	(6,172,000)	1,469,173	99,011,452
20	-	-	-	6,337,133	(6,337,133)	1,399,306	94,073,625
21	-	-	-	6,455,440	(6,455,440)	1,326,350	88,944,535
22	-	-	-	6,613,153	(6,613,153)	1,250,314	83,581,697
23	-	-	-	6,763,255	(6,763,255)	1,170,921	77,989,362
24	-	-	-	7,117,333	(7,117,333)	1,086,688	71,958,718
25	-	-	-	7,266,780	(7,266,780)	997,550	65,689,487
26	-	-	-	7,410,916	(7,410,916)	904,967	59,183,538
27	-	-	-	7,236,740	(7,236,740)	811,251	52,758,049
28	-	-	-	7,368,307	(7,368,307)	716,479	46,106,221
29	-	-	-	6,858,664	(6,858,664)	623,083	39,870,639
30	-	-	-	6,972,671	(6,972,671)	531,211	33,429,179
31	-	-	-	6,409,384	(6,409,384)	441,278	27,461,072
32	-	-	-	5,815,063	(5,815,063)	358,482	22,004,491
33	-	-	-	5,190,203	(5,190,203)	283,377	17,097,665
34	-	-	-	4,535,286	(4,535,286)	216,518	12,778,897
35	-	-	-	3,096,865	(3,096,865)	163,965	9,845,997
36	-	-	-	3,137,148	(3,137,148)	120,850	6,829,699
37	-	-	-	2,394,827	(2,394,827)	82,231	4,517,103
38	-	-	-	1,624,250	(1,624,250)	54,093	2,946,946
39	-	-	-	825,839	(825,839)	36,997	2,158,104
PTD	-	-	-	2,158,104	(2,158,104)	-	-
			$ 307,799,162	$ 349,892,505		$ 42,093,343	

City of Hutto - 2024 Wastewater Impact Fee Study

Capital Improvement Plan for Impact Fees

Impact Fee Calculation

Wastewater Service Area

Year	Number of Years to End of Period	Future Value Escalation: Interest Rate Factor	Future Value Escalation: Recovery Fee Factor	Annual Service Units: Actual	Annual Service Units: Escalated	Annual Expense: Actual	Annual Expense: Escalated
1	39	1.7473	1.0000	2,429	4,245	$ 1,464,841	$ 2,559,493
2	38	1.7221	1.0000	2,429	4,184	7,318,468	12,603,431
3	37	1.6974	1.0000	2,429	4,123	13,001,636	22,068,445
4	36	1.6729	1.0000	2,429	4,064	18,747,030	31,362,547
5	35	1.6489	1.0000	2,429	4,006	19,091,620	31,479,424
6	34	1.6251	1.0000	2,429	3,948	19,361,279	31,464,671
7	33	1.6017	1.0000	2,429	3,891	19,570,764	31,347,439
8	32	1.5787	1.0000	2,429	3,835	19,756,773	31,190,004
9	31	1.5560	1.0000	2,429	3,780	19,920,831	30,996,455
10	30	1.5336	1.0000	2,429	3,726	20,069,988	30,779,165
11	29	1.5115	1.0000	-	-	20,257,107	30,619,090
12	28	1.4898	1.0000	-	-	15,247,740	22,715,667
13	27	1.4683	1.0000	-	-	10,240,242	15,036,105
14	26	1.4472	1.0000	-	-	5,240,815	7,584,537
15	25	1.4264	1.0000	-	-	5,426,683	7,740,515
16	24	1.4059	1.0000	-	-	5,625,981	7,909,314
17	23	1.3856	1.0000	-	-	5,803,624	8,041,647
18	22	1.3657	1.0000	-	-	5,987,721	8,177,346
19	21	1.3460	1.0000	-	-	6,172,000	8,307,721
20	20	1.3267	1.0000	-	-	6,337,133	8,407,251
21	19	1.3076	1.0000	-	-	6,455,440	8,440,966
22	18	1.2888	1.0000	-	-	6,613,153	8,522,754
23	17	1.2702	1.0000	-	-	6,763,255	8,590,775
24	16	1.2519	1.0000	-	-	7,117,333	8,910,436
25	15	1.2339	1.0000	-	-	7,266,780	8,966,622
26	14	1.2162	1.0000	-	-	7,410,916	9,012,886
27	13	1.1987	1.0000	-	-	7,236,740	8,674,413
28	12	1.1814	1.0000	-	-	7,368,307	8,705,024
29	11	1.1644	1.0000	-	-	6,858,664	7,986,324
30	10	1.1477	1.0000	-	-	6,972,671	8,002,243
31	9	1.1311	1.0000	-	-	6,409,384	7,249,933
32	8	1.1149	1.0000	-	-	5,815,063	6,483,019
33	7	1.0988	1.0000	-	-	5,190,203	5,703,118
34	6	1.0830	1.0000	-	-	4,535,286	4,911,768
35	5	1.0674	1.0000	-	-	3,096,865	3,305,678
36	4	1.0521	1.0000	-	-	3,137,148	3,300,490
37	3	1.0369	1.0000	-	-	2,394,827	2,483,263
38	2	1.0220	1.0000	-	-	1,624,250	1,659,995
39	1	1.0073	1.0000	-	-	825,839	831,867
PTD		1.0000	1.0000	-	-	2,158,104	2,158,104
					39,801		$ 504,289,946

Annual Interest Rate:		1.46%
Total Escalated Expense for Entire Period	$	504,289,946
Total Escalated Service Units		39,801
Maximum Assessable Impact Fee for Wastewater Service Are	**$**	**12,670**

City of Hutto - 2024 Wastewater Impact Fee Study

Capital Improvement Plan for Impact Fees

Impact Fee Project Funding

Wastewater Service Area

Impact Fee Project Name[1]	Cost In Service Area [1]	Impact Fee Recoverable Cost[1]	Debt Funded[2] Existing	Debt Funded[2] Proposed	Non-Debt Funded[2]
Existing 0.99 MGD Central WWTP	$ 7,896,042	$ 789,604	$ 789,604	-	-
Existing 2.00 MGD South WWTP	20,342,455	5,085,614	5,085,614	-	-
Existing Enclave LS and FM	3,074,224	1,537,112	1,537,112	-	-
Existing Brushy Creek Interceptor - Phase II-A	2,020,752	626,433	626,433	-	-
Exist Brushy Creek Interceptor - Phase I and II-B	1,347,214	417,636	417,636	-	-
Existing Cottonwood Creek Interceptor	527,333	205,660	205,660	-	-
Lakeside Estates Lift Station Abandonment	1,611,139	1,063,352	1,063,352	-	-
South WWTP Capacity Rerate Study: Up to 2.5 MGD	47,472	47,472	47,472	-	-
South WWTP UV System Upgrade	1,250,000	750,000	261,339	244,330	244,331
South WWTP Influent Lift Station: Phase I	21,181,000	12,708,600	-	6,354,300	6,354,300
South WWTP Phase I Expansion	138,374,000	83,024,400	3,868,772	39,577,814	39,577,814
Central WWTP Phase I Expansion	24,496,000	8,083,680	-	4,041,840	4,041,840
South WWTP Phase II Expansion	178,614,000	107,168,400	-	53,584,200	53,584,200
Central WWTP LS No. 2	5,325,000	1,757,250	-	878,625	878,625
Glenwood Interceptor	14,522,230	8,713,338	4,216,114	2,248,612	2,248,612
Glenwood LS Decommissioning	290,000	174,000	-	87,000	87,000
SE Loop LS	1,413,000	847,800	-	423,900	423,900
Megasite SE Loop Interceptor Tributary	1,738,420	1,043,052	701,675	170,689	170,689
Megasite East / CR 132 FM	3,622,500	2,173,500	2,105,024	34,239	34,238
Megasite West / South Cottonwood Creek Interceptor Ph I	2,127,857	1,276,714	-	638,357	638,357
Brushy Creek Interceptor Phase III	8,557,000	5,134,200	360,047	2,387,077	2,387,076
Brushy Creek Interceptor Phase IV	33,597,000	20,158,200	-	10,079,100	10,079,100
Brooklands LS Relief	784,000	470,400	-	235,200	235,200
Farley LS Relief	3,006,000	1,803,600	-	901,800	901,800
Brushy Creek Interceptor Ph V	1,419,000	851,400	-	425,700	425,700
Enclave LS Decommissioning	331,000	198,600	-	99,300	99,300
Avery Lake Interceptor Ph I	5,521,500	3,312,900	-	1,656,450	1,656,450
Avery Lake Interceptor Ph II	3,722,000	2,233,200	-	1,116,600	1,116,600
East Ironwood Oversized 12" Line	252,120	151,272	-	75,636	75,636
Hwy 130 Mixed Used Oversized 15" and 18" Line	821,600	492,960	-	246,480	246,480
South Fork Mustang Creek Interceptor Ph I	1,182,860	709,716	-	354,858	354,858
Cottonwood Creek Interceptor Ph I	16,445,000	5,426,850	-	2,713,425	2,713,425
Cottonwood Creek Interceptor Ph II	4,556,920	1,503,784	-	751,892	751,892
Wilco Ranch LS Relief	1,809,000	596,970	-	298,485	298,485
US 79 South Parallel Interceptor	1,370,370	452,222	-	226,111	226,111
CR 132 Interceptor	209,090	69,000	-	34,500	34,500
Kirk Tract Oversized 15" Line	945,640	567,384	-	283,692	283,692
FM 1660 Interceptor	5,524,500	3,314,700	-	1,657,350	1,657,350
SE Loop Interceptor Ph I / Walther Farms	6,373,500	3,824,100	167,819	1,828,141	1,828,140
SE Loop Interceptor Ph II	5,000,000	3,000,000	-	1,500,000	1,500,000
Meadowbrook Oversized 15" Line	342,800	205,680	-	102,840	102,840
Megasite West /South Cottonwood Creek Interceptor Ph II	1,777,000	1,066,200	-	533,100	533,100
SE Loop Interceptor Ph II (Deeper Section)	13,076,000	7,845,600	-	3,922,800	3,922,800
SE Loop Interceptor Ph II	7,663,000	4,597,800	-	2,298,900	2,298,900
SE Loop LS Decommissioning	290,000	174,000	-	87,000	87,000
Megasite East / North SE Loop Interceptor Ph II	9,867,000	5,920,200	-	2,960,100	2,960,100
Hwy 79 FM	1,629,000	977,400	-	488,700	488,700
Hwy 79 LS	8,670,000	5,202,000	-	2,601,000	2,601,000
CR 101 Interceptor	4,064,250	2,438,550	-	1,219,275	1,219,275
CR 101 FM	7,142,250	4,285,350	-	2,142,675	2,142,675
South Fork LS	5,876,250	3,525,750	-	1,762,875	1,762,875
South Fork Mustang Creek Interceptor Ph II	10,029,000	6,017,400	-	3,008,700	3,008,700
Mustang Creek LS Decommissioning	183,000	109,800	-	54,900	54,900
Farley LS Decommissioning	114,000	68,400	-	34,200	34,200
Country Estates LS Decommissioning	136,000	81,600	-	40,800	40,800
Brooklands LS Decommissioning	128,000	76,800	-	38,400	38,400
Wastewater Impact Fee Update	80,000	80,000	-	-	80,000
Total	$ 602,316,288	$ 334,437,605	$ 21,453,673	$ 156,451,968	$ 156,531,966

(1) Per Kimley Horn

(2) Per discussions with City staff and City files

City of Hutto - 2024 Wastewater Impact Fee Study

Capital Improvement Plan for Impact Fees

Credit Determination

Wastewater Service Area

Year	Eligible Revenue Funded Cost [1]	Annual Service Units[3]	Eligible Debt Service per Service Unit	Annual Growth in Service Units (Cumulative)	Credit for Annual Utility Rate Revenues
1	$ 1,720,737	15,840	$ 108.63	2,429	$ 263,896
2	2,854,535	18,270	156.25	4,859	759,132
3	3,956,583	20,699	191.15	7,288	1,393,078
4	5,335,530	23,128	230.69	9,717	2,241,697
5	6,552,644	25,558	256.39	12,147	3,114,220
6	7,738,228	27,987	276.50	14,576	4,030,145
7	8,885,028	30,416	292.12	17,005	4,967,461
8	10,050,227	32,845	305.99	19,434	5,946,651
9	11,225,078	35,275	318.22	21,864	6,957,444
10	12,417,472	37,704	329.34	24,293	8,000,680
11	12,390,854	38,696	320.21	24,293	7,778,944
12	12,407,222	39,713	312.42	24,293	7,589,613
13	12,439,590	40,758	305.21	24,293	7,414,413
14	12,500,739	41,830	298.85	24,293	7,259,924
15	12,500,336	42,930	291.18	24,293	7,073,653
16	12,540,521	44,059	284.63	24,293	6,914,541
17	12,541,497	45,218	277.36	24,293	6,737,873
18	12,565,487	46,407	270.77	24,293	6,577,766
19	12,597,567	47,627	264.50	24,293	6,425,567
20	12,598,504	48,880	257.74	24,293	6,261,371
21	12,516,782	50,165	249.51	24,293	6,061,342
22	12,521,297	51,485	243.20	24,293	5,908,144
23	12,518,891	52,839	236.93	24,293	5,755,636
24	12,893,119	54,229	237.76	24,293	5,775,786
25	12,895,669	55,655	231.71	24,293	5,628,889
26	12,895,478	57,118	225.77	24,293	5,484,561
27	12,358,031	58,621	210.81	24,293	5,121,290
28	12,358,581	60,162	205.42	24,293	4,990,274
29	11,307,529	61,745	183.13	24,293	4,448,864
30	11,307,529	63,369	178.44	24,293	4,334,858
31	10,231,055	65,035	157.32	24,293	3,821,670
32	9,142,664	66,746	136.98	24,293	3,327,601
33	8,042,301	68,501	117.40	24,293	2,852,098
34	6,929,911	70,303	98.57	24,293	2,394,625
35	4,668,834	72,152	64.71	24,293	1,571,969
36	4,668,834	74,049	63.05	24,293	1,531,685
37	3,520,039	75,997	46.32	24,293	1,125,212
38	2,359,003	77,995	30.25	24,293	734,752
39	1,185,674	80,047	14.81	24,293	359,835
Total	$ 370,139,596				$ 178,937,161

2023 Service Units[2]	13,411	
Ten Year Growth in Service Units[2]	24,293	
	10	years
Annual Growth in Service Units	2,429	
Credit Amount	**$ 178,937,161**	

(1) Wastewater Appendices - page 4 Section II

(2) Per Kimley Horn

(3) Per Kimley Horn for the first 10 Years, then using 2022 Texas State Water Plan growth going forward.

Water/Wastewater Impact Fee Update

CITY OF HUTTO

July 2, 2024

Kimley»Horn

Intro



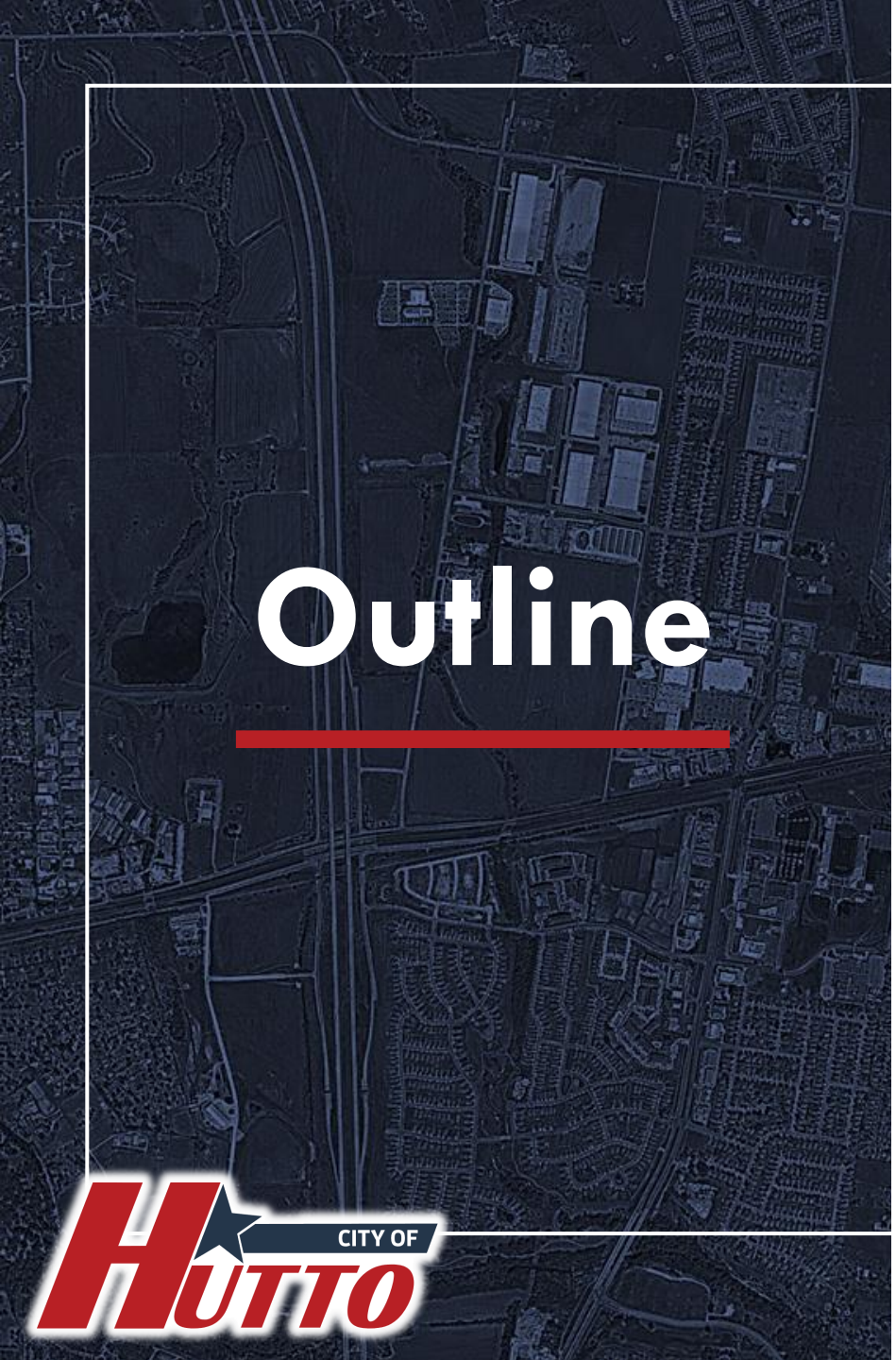
Lance Parisher, P.E., Kimley-Horn

Water/Wastewater Project Manager



Hope Newton, EIT, Kimley-Horn

Water/Wastewater Project Engineer



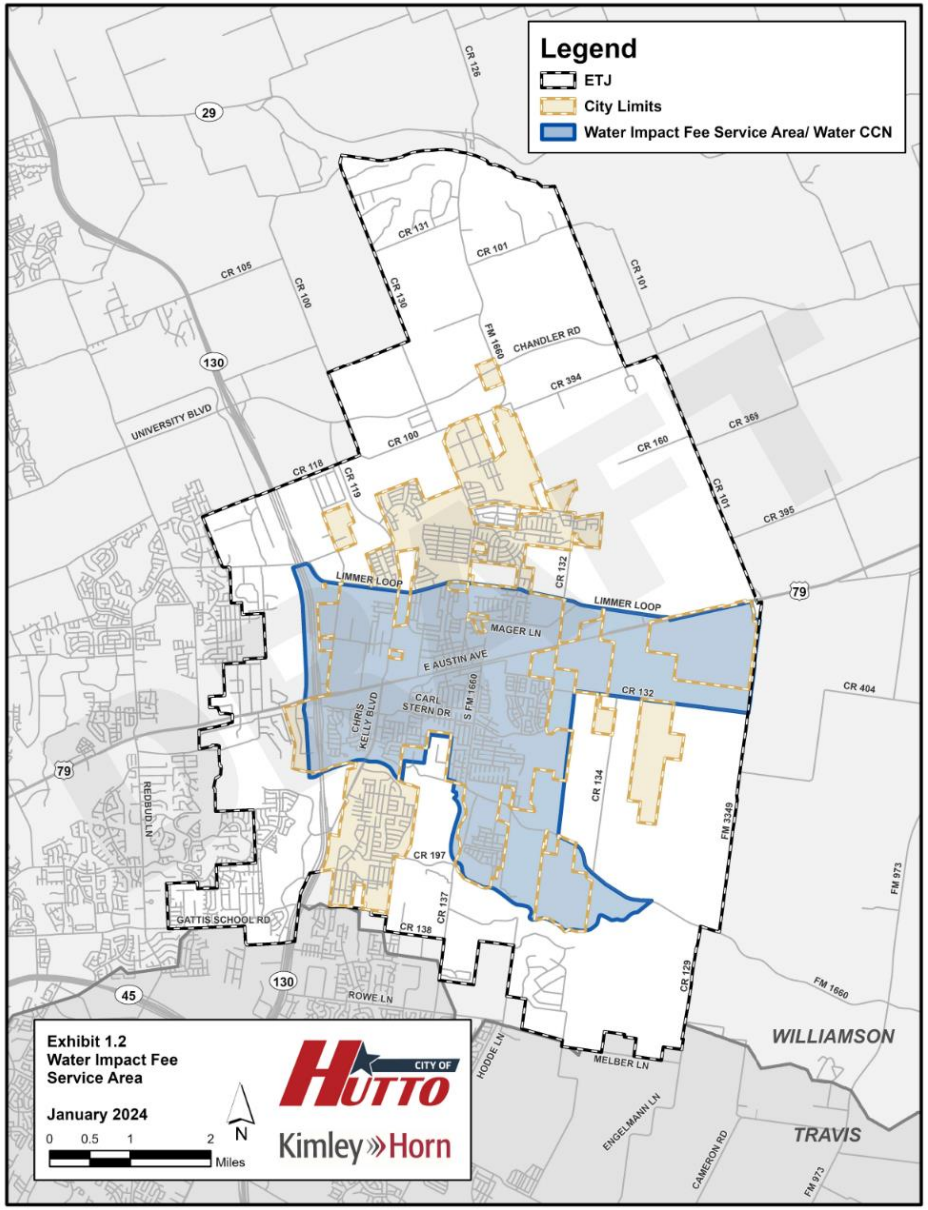
Outline

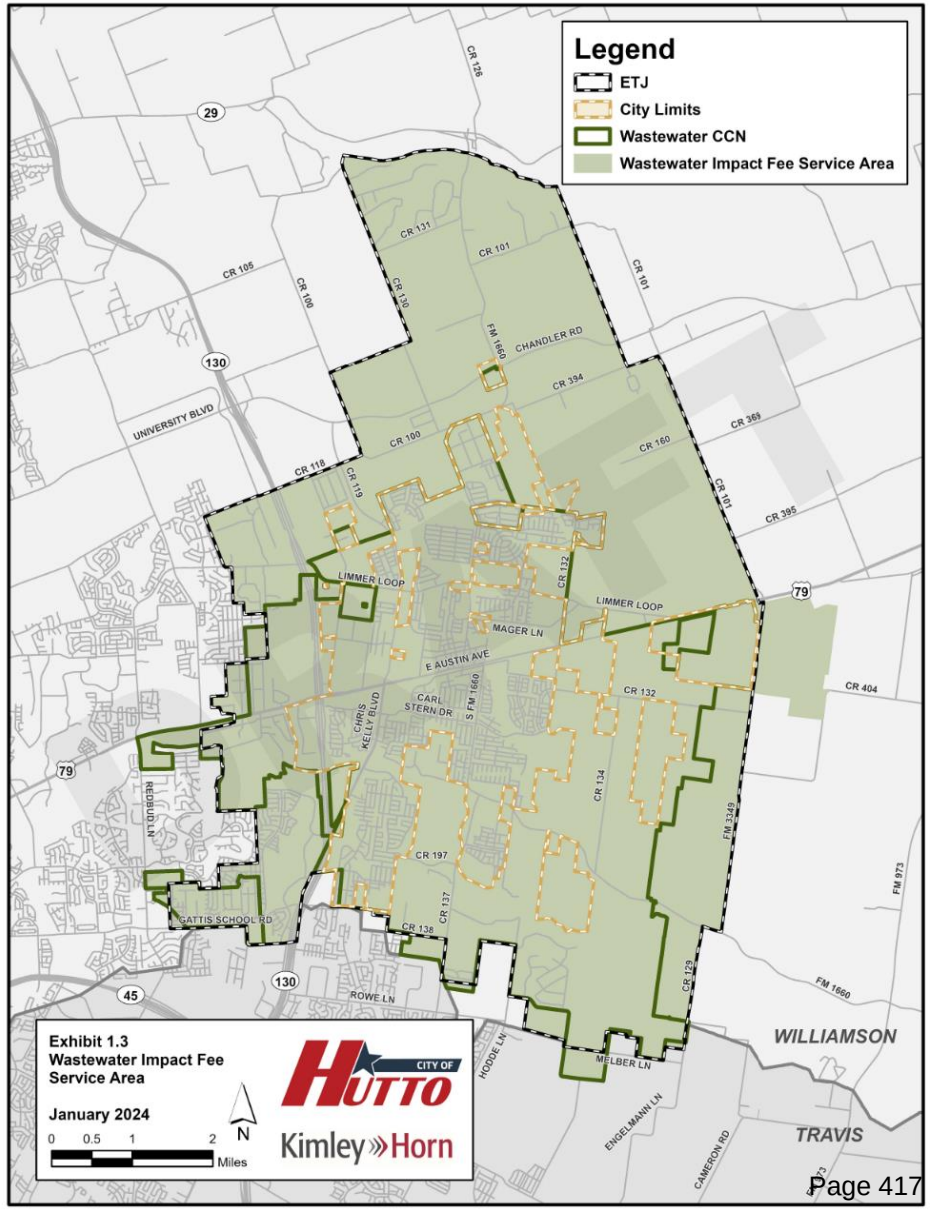
1. Recap: Service Areas & Growth Rates
2. Impact Fee Capital Improvement Plan
3. Recoverable Costs
4. CIAC Action


Service Areas

Water/Wastewater Service Area Maps

Presented
January 30, 2024





Water/Wastewater Growth Projections

Year	Water Service Area		Wastewater Service Area	
	LUEs	Annual Growth Rate	LUEs	Annual Growth Rate
2023	8,222	-	12,823	-
2033	22,211	**10.45%**	36,047	**10.89%**

Presented January 30, 2024

Water/Wastewater Additional Service Units

Water		Wastewater	
2023 Service Units	2033 Service Units	2023 Service Units	2033 Service Units
10,118	27,337	13,411	37,704
Annual Growth Rate = 10.45%		Annual Growth Rate = 10.89%	
Additional Service Units = 17,219		**Additional Service Units = 24,293**	

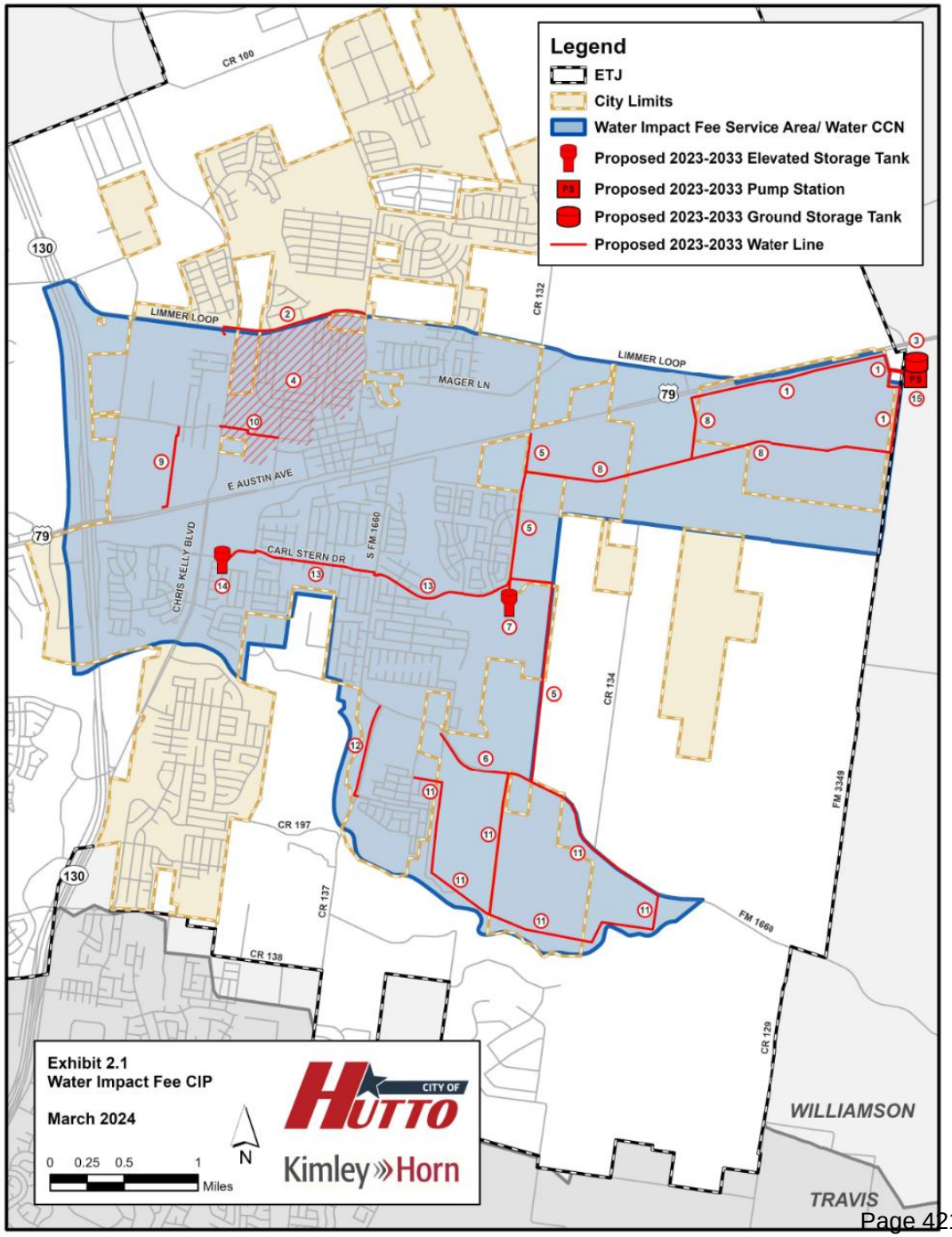
Presented January 30, 2024



Impact Fee Capital Improvements Plan

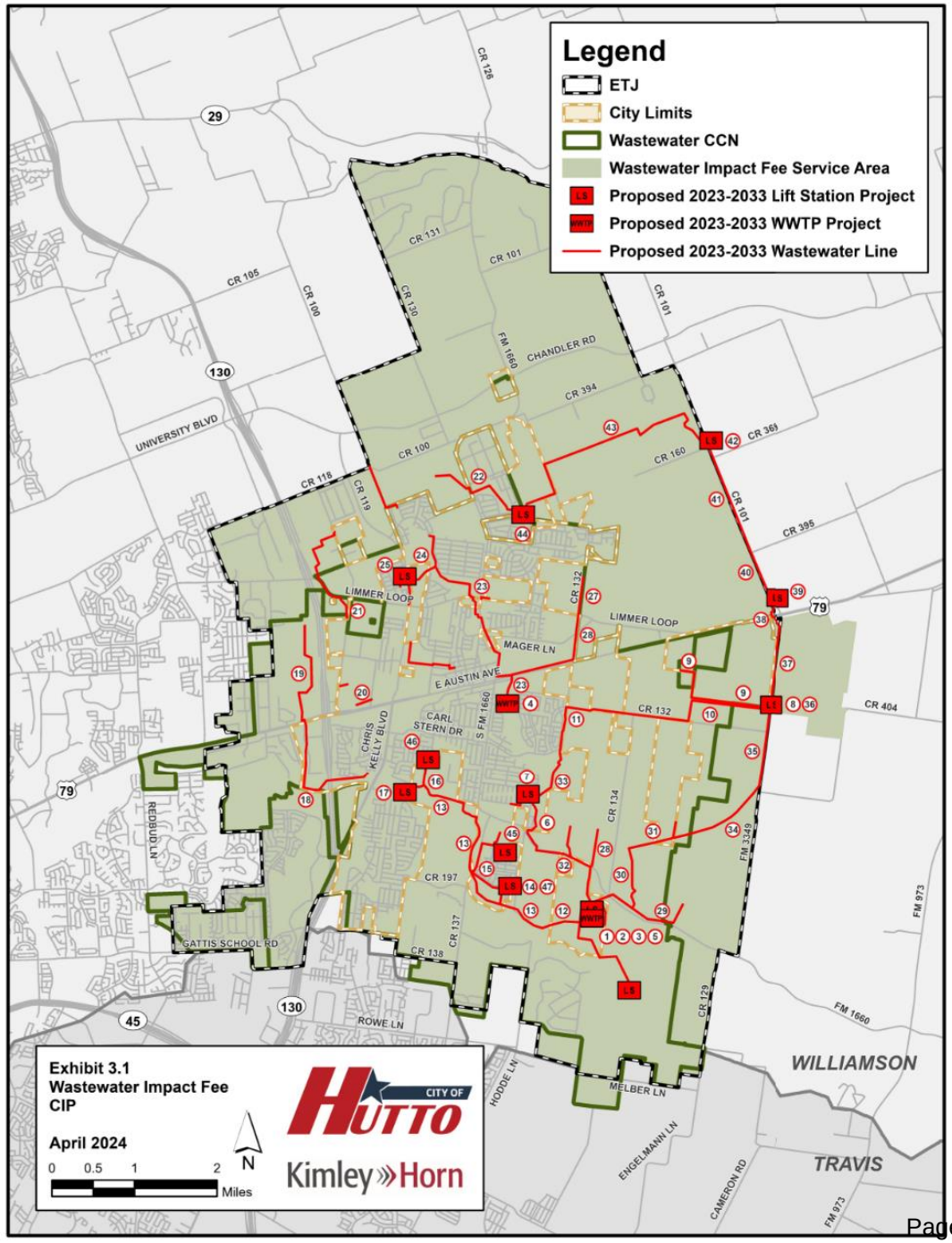
Water Impact Fee CIP

Project Number	Project Name
1	Frame Switch Discharge Water Lines
2	Jonah SUD Wholesale Interconnect
3	Frame Switch PS Expansion
4	Pressure Plane Conversion
5	County Road 132 South Water Line
6	FM 1660 Water Line Phase 1
7	Cottonwood EST
8	Megasite Water Lines
9	Alliance Boulevard Water Line
10	Emory Farms Avenue Water Line
11	FM 1660 South Water Lines
12	County Road 137 Water Line South
13	Carl Stern Water Line Replacement
14	New Carl Stern Elevated Storage Tank
15	Frame Switch GST #3
16	Water Impact Fee Update *(not on map)*



WW Impact Fee CIP

- Project list on next slide



Wastewater Impact Fee CIP

Project Number	Project Name	Project Number	Project Name
1	South WWTP UV System Upgrade	25	Wilco Ranch LS Relief
2	South WWTP Influent Lift Station: Phase I	26	US 79 South Parallel Interceptor
3	South WWTP Phase I Expansion	27	CR 132 Interceptor
4	Central WWTP Phase I Expansion	28	Kirk Tract Oversized 15" Line
5	South WWTP Phase II Expansion	29	FM 1660 Interceptor
6	Glenwood Interceptor	30	SE Loop Interceptor Ph I / Walther Farms
7	Glenwood LS Decommissioning	31	SE Loop Interceptor Ph II
8	SE Loop LS	32	Meadowbrook Oversized 15" Line
9	Megasite SE Loop Interceptor Tributary	33	Megasite West /South Cottonwood Creek Interceptor Ph II
10	Megasite East / CR 132 FM	34	SE Loop Interceptor Ph II (Deeper Section)
11	Megasite West / South Cottonwood Creek Interceptor Ph I	35	SE Loop Interceptor Ph II
12	Brushy Creek Interceptor Phase III	36	SE Loop LS Decommissioning
13	Brushy Creek Interceptor Phase IV	37	Megasite East / North SE Loop Interceptor Ph II
14	Brooklands LS Relief	38	Hwy 79 FM
15	Farley LS Relief	39	Hwy 79 LS
16	Brushy Creek Interceptor Ph V	40	CR 101 Interceptor
17	Enclave LS Decommissioning	41	CR 101 FM
18	Avery Lake Interceptor Ph I	42	South Fork LS
19	Avery Lake Interceptor Ph II	43	South Fork Mustang Creek Interceptor Ph II
20	East Ironwood Oversized 12" Line	44	Mustang Creek LS Decommissioning
21	Hwy 130 Mixed Used Oversized 15" and 18" Line	45	Farley LS Decommissioning
22	South Fork Mustang Creek Interceptor Ph I	46	Country Estates LS Decommissioning
23	Cottonwood Creek Interceptor Ph I	47	Brooklands LS Decommissioning
24	Cottonwood Creek Interceptor Ph II	48	Wastewater Impact Fee Update *(not on map)*

Recoverable Costs with Financial Analysis

Water Impact Fee – Recoverable Cost

Project Number	Project Name	2023 Required Capacity (Precent Utilization)	2033 Required Capacity (Precent Utilization)	2023-2033 Required Capacity (Precent Utilization)	2033 Projected Recoverable Cost	Total Project Cost
			EXISTING			
EX-1	Frameswitch Pumping Station	92%	100%	8%	$ 139,765	$ 1,747,068
EX-2	Carl Stern Pumping Station	82%	100%	18%	$ 220,728	$ 1,226,264
EX-3	North West Pumping Station	38%	91%	53%	$ 2,246,142	$ 4,238,004
EX-4	CR 108 Waterline	61%	96%	35%	$ 593,358	$ 1,695,308
EX-5	Shiloh Booster Station Upgrade to 3.27 MGD	70%	100%	30%	$ 106,866	$ 356,221
EX-6	Shiloh Pumping Station Upgrade to 5.70 MGD	63%	100%	37%	$ 3,467,041	$ 9,370,380
EX-7	Heart of Texas In-Line 5.7 MGD Pumping Station	66%	100%	34%	$ 1,785,000	$ 5,250,000
				Existing Subtotal	$ 8,558,900	$ 23,883,245
			PROPOSED			
PR-1	Frame Switch Discharge Water Lines	0%	74%	74%	$ 15,980,596	$ 21,595,400
PR-2	Jonah SUD Wholesale Interconnect	0%	78%	78%	$ 4,637,958	$ 5,946,100
PR-3	Frame Switch PS Expansion	0%	74%	74%	$ 25,155,264	$ 33,993,600
PR-4	Pressure Plane Conversion	0%	78%	78%	$ 60,216	$ 77,200
PR-5	County Road 132 South Water Line	0%	74%	74%	$ 13,937,900	$ 18,835,000
PR-6	FM 1660 Water Line Phase 1	0%	74%	74%	$ 2,354,310	$ 3,181,500
PR-7	Cottonwood EST	0%	74%	74%	$ 8,323,224	$ 11,247,600
PR-8	Megasite Water Lines	0%	74%	74%	$ 11,369,656	$ 15,364,400
PR-9	Alliance Boulevard Water Line	0%	78%	78%	$ 1,673,178	$ 2,145,100
PR-10	Emory Farms Avenue Water Line	0%	78%	78%	$ 751,998	$ 964,100
PR-11	FM 1660 South Water Lines	0%	74%	74%	$ 9,616,966	$ 12,995,900
PR-12	County Road 137 Water Line South	0%	74%	74%	$ 1,113,034	$ 1,504,100
PR-13	Carl Stern Water Line Replacement	0%	74%	74%	$ 10,335,136	$ 13,966,400
PR-14	New Carl Stern Elevated Storage Tank	0%	74%	74%	$ 8,620,482	$ 11,649,300
PR-15	Frame Switch GST #3	0%	74%	74%	$ 6,301,914	$ 8,516,100
PR-16	Water Impact Fee Update	0%	100%	100%	$ 80,000	$ 80,000
				Proposed Subtotal	$ 120,311,832	$ 162,061,800
				Total	$ 128,870,732	$ 185,945,045

Water Impact Fee – Max Fee Table

0	Existing Fund Balance	$ -
1	Existing Number of Service Units	10,118
2	Total Number of Services Units for Planning Period	27,337
3	Additional Service Units Added During Planning Period (Line 2 - Line 1)	17,219
4	Total Cost of the Water Impact Fee CIP	$ 185,945,045
5	Recoverable Cost for Impact Fee Planning Period	$ 128,870,732
6	Debt Services (From Financial Analysis)	$ 62,991,297
7	Recoverable Cost of Water Impact Fee and Financing Costs (Line 5 + Line 6 + Line 0)	$ 191,862,029
8	Credit for Utility Revenues (From Financial Analysis)	$ (74,631,029)
9	Recoverable Cost of Water Impact Fee and Financing (Line 7 + Line 8)	$ 117,231,000
10	Maximum Assessable Fee (Line 9 / Line 3)	$ 6,808

Wastewater Impact Fee – Existing Recoverable Cost

Project Number	Project Name	2023 Required Capacity (Precent Utilization)	2033 Required Capacity (Precent Utilization)	2023-2033 Required Capacity (Precent Utilization)	2033 Projected Recoverable Cost	Total Project Cost (City Cost Participation)
		EXISTING				
EX-1	Existing 0.99 MGD Central WWTP	90%	100%	10%	$ 789,604	$ 7,896,042
EX-2	Existing 2.00 MGD South WWTP	75%	100%	25%	$ 5,085,614	$ 20,342,455
EX-3	Existing Enclave LS and FM	50%	100%	50%	$ 1,537,112	$ 3,074,224
EX-4	Existing Brushy Creek Interceptor - Phase II-A	46%	77%	31%	$ 626,433	$ 2,020,752
EX-5	Exist Brushy Creek Interceptor - Phase I and II-B	46%	77%	31%	$ 417,636	$ 1,347,214
EX-6	Existing Cottonwood Creek Interceptor	61%	100%	39%	$ 205,660	$ 527,333
EX-7	Lakeside Estates Lift Station Abandonment	34%	100%	66%	$ 1,063,352	$ 1,611,139
EX-8	South WWTP Capacity Rerate Study: Up to 2.5 MGD	0%	100%	100%	$ 47,472	$ 47,472
				Existing Subtotal	$ 9,772,883	$ 36,866,631

Wastewater Impact Fee – Proposed Recoverable Cost

Project Number	Project Name	2023 Required Capacity (Precent Utilization)	2033 Required Capacity (Precent Utilization)	2023-2033 Required Capacity (Precent Utilization)	2033 Projected Recoverable Cost	Total Project Cost (City Cost Participation)
PR-1	South WWTP UV System Upgrade	0%	60%	60%	$750,000.00	$1,250,000.00
PR-2	South WWTP Influent Lift Station: Phase I	0%	60%	60%	$12,708,600.00	$21,181,000.00
PR-3	South WWTP Phase I Expansion	0%	60%	60%	$83,024,400.00	$138,374,000.00
PR-4	Central WWTP Phase I Expansion	0%	33%	33%	$8,083,680.00	$24,496,000.00
PR-5	South WWTP Phase II Expansion	0%	60%	60%	$107,168,400.00	$178,614,000.00
PR-6	Central WWTP LS No. 2	0%	33%	33%	$1,757,250.00	$5,325,000.00
PR-7	Glenwood Interceptor	0%	60%	60%	$8,713,338.00	$14,522,230.00
PR-8	Glenwood LS Decommissioning	0%	60%	60%	$174,000.00	$290,000.00
PR-9	SE Loop LS	0%	60%	60%	$847,800.00	$1,413,000.00
PR-10	Megasite SE Loop Interceptor Tributary	0%	60%	60%	$1,043,052.00	$1,738,420.00
PR-11	Megasite East / CR 132 FM	0%	60%	60%	$2,173,500.00	$3,622,500.00
PR-12	Megasite West / South Cottonwood Creek Interceptor Ph I	0%	60%	60%	$1,276,714.00	$2,127,857.00
PR-13	Brushy Creek Interceptor Phase III	0%	60%	60%	$5,134,200.00	$8,557,000.00
PR-14	Brushy Creek Interceptor Phase IV	0%	60%	60%	$20,158,200.00	$33,597,000.00
PR-15	Brooklands LS Relief	0%	60%	60%	$470,400.00	$784,000.00
PR-16	Farley LS Relief	0%	60%	60%	$1,803,600.00	$3,006,000.00
PR-17	Brushy Creek Interceptor Ph V	0%	60%	60%	$851,400.00	$1,419,000.00
PR-18	Enclave LS Decommissioning	0%	60%	60%	$198,600.00	$331,000.00
PR-19	Avery Lake Interceptor Ph I	0%	60%	60%	$3,312,900.00	$5,521,500.00
PR-20	Avery Lake Interceptor Ph II	0%	60%	60%	$2,233,200.00	$3,722,000.00
PR-21	East Ironwood Oversized 12" Line	0%	60%	60%	$151,272.00	$252,120.00
PR-22	Hwy 130 Mixed Used Oversized 15" and 18" Line	0%	60%	60%	$492,960.00	$821,600.00
PR-23	South Fork Mustang Creek Interceptor Ph I	0%	60%	60%	$709,716.00	$1,182,860.00
PR-24	Cottonwood Creek Interceptor Ph I	0%	33%	33%	$5,426,850.00	$16,445,000.00

Wastewater Impact Fee – Proposed Recoverable, Cntd

Project Number	Project Name	2023 Required Capacity (Precent Utilization)	2033 Required Capacity (Precent Utilization)	2023-2033 Required Capacity (Precent Utilization)	2033 Projected Recoverable Cost	Total Project Cost (City Cost Participation)
PR-25	Cottonwood Creek Interceptor Ph II	0%	33%	33%	$1,503,784.00	$4,556,920.00
PR-26	Wilco Ranch LS Relief	0%	33%	33%	$596,970.00	$1,809,000.00
PR-27	US 79 South Parallel Interceptor	0%	33%	33%	$452,222.00	$1,370,370.00
PR-28	CR 132 Interceptor	0%	33%	33%	$69,000.00	$209,090.00
PR-29	Kirk Tract Oversized 15" Line	0%	60%	60%	$567,384.00	$945,640.00
PR-30	FM 1660 Interceptor	0%	60%	60%	$3,314,700.00	$5,524,500.00
PR-31	SE Loop Interceptor Ph I / Walther Farms	0%	60%	60%	$3,824,100.00	$6,373,500.00
PR-32	SE Loop Interceptor Ph II	0%	60%	60%	$3,000,000.00	$5,000,000.00
PR-33	Meadowbrook Oversized 15" Line	0%	60%	60%	$205,680.00	$342,800.00
PR-34	Megasite West /South Cottonwood Creek Interceptor Ph II	0%	60%	60%	$1,066,200.00	$1,777,000.00
PR-35	SE Loop Interceptor Ph II (Deeper Section)	0%	60%	60%	$7,845,600.00	$13,076,000.00
PR-36	SE Loop Interceptor Ph II	0%	60%	60%	$4,597,800.00	$7,663,000.00
PR-37	SE Loop LS Decommissioning	0%	60%	60%	$174,000.00	$290,000.00
PR-38	Megasite East / North SE Loop Interceptor Ph II	0%	60%	60%	$5,920,200.00	$9,867,000.00
PR-39	Hwy 79 FM	0%	60%	60%	$977,400.00	$1,629,000.00
PR-40	Hwy 79 LS	0%	60%	60%	$5,202,000.00	$8,670,000.00
PR-41	CR 101 Interceptor	0%	60%	60%	$2,438,550.00	$4,064,250.00
PR-42	CR 101 FM	0%	60%	60%	$4,285,350.00	$7,142,250.00
PR-43	South Fork LS	0%	60%	60%	$3,525,750.00	$5,876,250.00
PR-44	South Fork Mustang Creek Interceptor Ph II	0%	60%	60%	$6,017,400.00	$10,029,000.00
PR-45	Mustang Creek LS Decommissioning	0%	60%	60%	$109,800.00	$183,000.00
PR-46	Farley LS Decommissioning	0%	60%	60%	$68,400.00	$114,000.00
PR-47	Country Estates LS Decommissioning	0%	60%	60%	$81,600.00	$136,000.00
PR-48	Brooklands LS Decommissioning	0%	60%	60%	$76,800.00	$128,000.00
PR-49	Wastewater Impact Fee Update	0%	100%	100%	$80,000.00	$80,000.00
Proposed Subtotal					$324,664,722.00	$565,449,657.00
Total					$334,437,605.00	$602,316,288.00

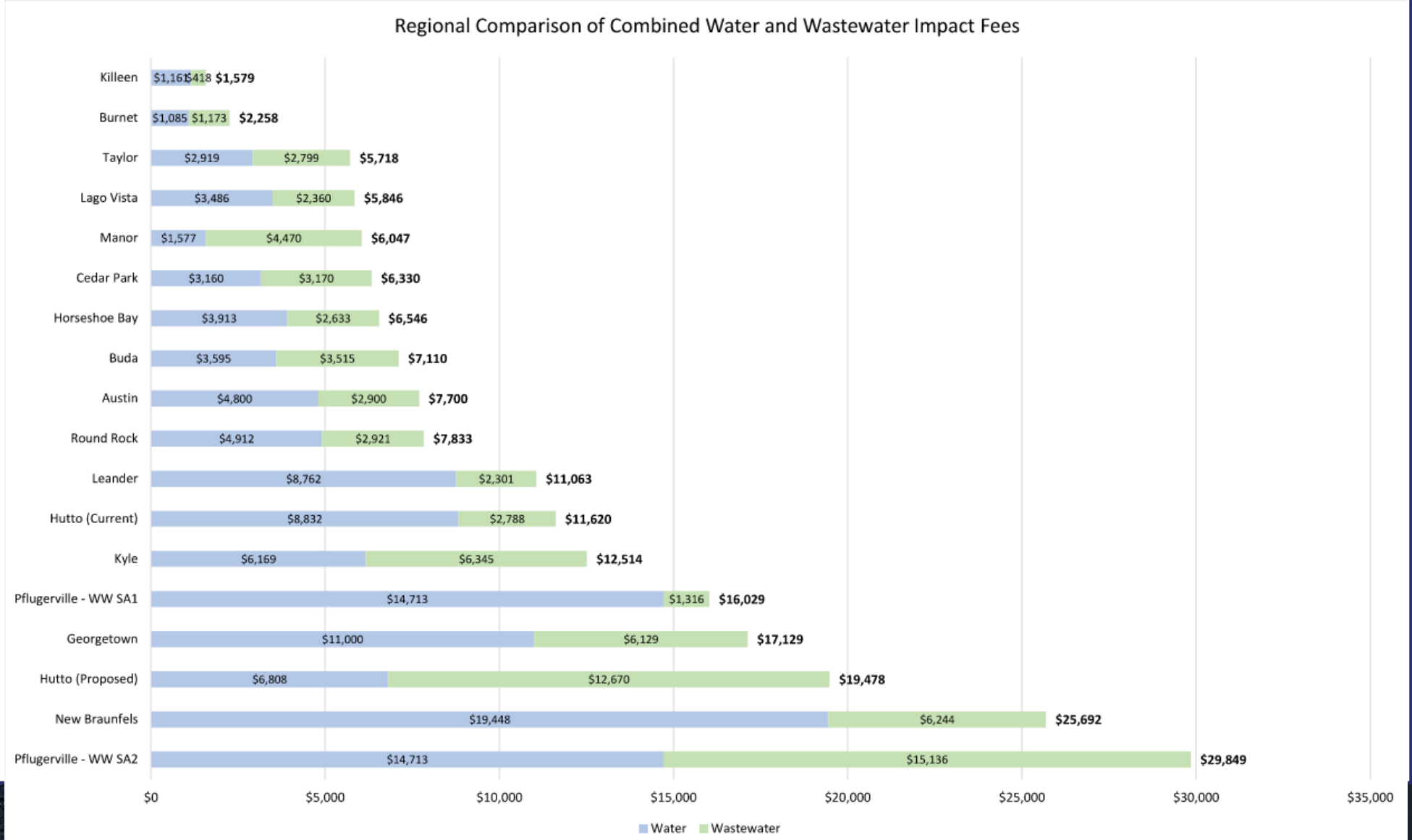
Wastewater Impact Fee – Max Fee Table

0	Existing Fund Balance	$ -
1	Existing Number of Service Units	13,411
2	Total Number of Services Units for Planning Period	37,704
3	Additional Service Units Added During Planning Period (Line 2 - Line 1)	24,293
4	Total Cost of the Wastewater Impact Fee CIP	$ 602,316,288
5	Recoverable Cost for Impact Fee Planning Period	$ 334,437,605
6	Debt Services (From Financial Analysis)	$ 152,298,716
7	Recoverable Cost of Wastewater Impact Fee and Financing Costs (Line 5 + Line 7 + Line 8 - Line 0)	$ 486,736,321
8	Credit for Utility Revenues (From Financial Analysis)	$ (178,937,161)
9	Recoverable Cost of Wastewater Impact Fee and Financing (Line 9 + Line 11)	$ 307,799,160
10	Maximum Assessable Fee (Line 12 / Line 3)	$ 12,670

Comparisons

Description	10- yr. Growth Rate %	Additional Service Units /LUE	Eligible Recovery Impact Fee	Impact Fee/Service unit
2022 Pflugerville – Water	6%	25,130	$369,749,946	$14,713
2022 Pflugerville – Wastewater	7.26%	Area 1 – 16,433 Area 2 – 17,125	Wastewater Area 1 - $21,634,529 Wastewater Area 2 - $259,212,127	$1,316 $15,136
2021 Hutto – Water	8.99%	8,397	$74,161,155	$8,832
2021 Hutto – Wastewater	10.44%	16,271	$45,355,048	$2,788
2024 Hutto Water	10.45%	17,219	$117,231,000	**$6,808**
2024 Hutto Wastewater	10.89%	24,293	$307,799,160	**$12,670**

Regional Comparison



City of Hutto Maximum Assessable Water and Wastewater Impact Fee

- Water Service Unit – $6,808
- Wastewater Service Unit - $12,670


CIAC Action

Needs from CIAC

1) Consideration of recommendation to City Council of effective Water and Wastewater Impact Fees.

AGENDA ITEM REPORT
12.4.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2024-136 scheduling a public hearing to consider amendments to the Land Use Assumptions and a Capital Improvements plan for amendments to the Transportation Impact fee within the City; directing the City Secretary to publish notice of said public hearing; and directing the Capital Improvement Advisory Committee to consider and make recommendations on the amendments to the Land Use Assumptions and Capital Improvements Plan for amendments to the Transportation Impact Fee (Matt Rector)
Meeting:	Thursday, July 11, 2024
Department:	Engineering /
Staff Contact:	

BACKGROUND INFORMATION:

This agenda item has been added to request Council consideration for approval of two items related to the Mobility Master Plan. The Mobility Master Plan was approved as a planning component in the Fiscal Year 2024 budget.

City Council approved a professional service contract to retain the services of Freese and Nichols, Inc. for an update of the Mobility Master Plan and Transportation Impact Fee as part of the Fiscal Year 2024 approved budget.

Council to consider (1) approval/adoption of the Hutto Thoroughfare Plan element of the ongoing Mobility Master Plan update as the basis of the updated transportation impact fee calculation and program update, and (2) adoption of a resolution calling for a public hearing on Sept. 5th, 2024 to discuss, receive comment on, read, and adopt (second/final reading September 19th, 2024) the ordinance amending the updated transportation impact fee program calculations and collection rate(s).

This agenda item is being presented for Council to consider:

A) Approval of the Hutto Thoroughfare Plan with modifications based on network analyses and future conditions. With its adoption, it will be used (1) in the ongoing update of the Master Mobility Plan to make recommendations about future network usage and mobility, and (2) as the basis for the Impact Fee Capital Improvements Plan (IFCIP), which is the foundation of the transportation impact fee calculation update. The Planning and Zoning Commission, convening as the Capital Improvements Advisory Committee (CIAC), approved this updated thoroughfare plan in May 2024.

B) Adoption of a resolution calling for a public hearing on September 5th, 2024. During that public

hearing, the Council is invited to discuss, receive public comment, and complete an initial reading of an ordinance which will amend the updated transportation impact fee program calculations and collection rates. The Council will then be invited to complete a second reading and adopt the ordinance on September 19th, 2024. The CIAC approved the initial calculations and maximum cost per service unit values on July 2nd, 2024.

Transportation Impact Fees are charges assessed by local governments on new development projects and will help fund transportation improvements that will be needed as development occurs in Hutto. Transportation Impact fees are applied to indivual building permits and collected prior to issuance of the building permit.

Background:

The purpose of this planning effort will be to update the existing City of Hutto Mobility Master Plan, completed in 2018. Providing a framework for implementing long-term transportation investments, the Mobility Plan Update will assess existing and future needs within the context of growth and demand, supplementing analysis using network data and travel forecasts from the Capital Area Metropolitan Planning Organization (CAMPO) model.

The scope of services for the Planning Study included the following field services: a) Review and update plan goals and objectives b) Thoroughfare functional classification and sizing to address 20-year vehicular demands c) Review and update design standards, as needed d) Conduct a web-based survey to identify transportation issues and general needs for multi-modal transportation e) Provide documentation and mapping for the updated Mobility Plan f) Provide an updated prioritized capital improvements plan (CIP).

Attached is a presentation with the materials detailed above, the updated thoroughfare plan, the Impact Fee Capital Improvement Projects (IFCIP) map, and the draft version of the Transportation Impact Fee Study Update report.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

AGENDA ITEM REPORT
12.4.

ATTACHMENTS:

1. Hutto Res Roads calling public hearing on LUA and CIP
2. FreeseNichols(2)-IFCIP-06-26-2024
3. FreeseNichols(3)-ThoroughfarePlanUpdates_July 1
4. FreeseNichols(4)-DRAFT-HuttoTransportationIFStudy2024
5. FreeseNichols(1)_Hutto_CouncilMtg_07-11

CITY OF HUTTO, TEXAS

RESOLUTION NO. R-2024-136

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS SCHEDULING A PUBLIC HEARING TO CONSIDER AMENDMENTS OF LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN FOR THE TRANSPORTATION IMPACT FEE; DIRECTING THE CITY SECRETARY TO PUBLISH NOTICE OF SAID PUBLIC HEARING; AND DIRECTING THE CAPITAL IMPROVEMENT ADVISORY COMMITTEE CONSIDER AND MAKE RECOMMENDATIONS ON THE AMENDMENTS TO THE LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN FOR THE TRANSPORTATION IMPACT FEE.

WHEREAS, Chapter 395 of the Texas Local Government Code provides procedures for preparing and amending land use assumptions and capital improvements plan for the consideration of imposing roadway impact fees within the municipal limits of a city; and

WHEREAS, the City of Hutto has found it necessary and appropriate to employ qualified professionals to prepare amendments to the land use assumptions and capital improvements plan for roadways; and

WHEREAS, the City of Hutto has created a Capital Improvement Advisory Committee that is charged with making recommendations and otherwise advising the City Council on amendments to the land use assumptions and the capital improvements plans for roadways, as well as any other component of growth on which impact fees might be considered; and

WHEREAS, the City Council of Hutto now desires to schedule a public hearing on the amendments to the land use assumptions and capital improvement plan for the possible imposition of amendments to the Transportation Impact Fees in accordance with Chapter 395.

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

Section 1. The foregoing recitals are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.

Section 2. The City Council hereby schedules a public hearing on the amendments to the land use assumptions and capital improvements plan for possible amendments to the Transportation Impact Fees on Thursday August 15, 2024, at 7:00 p.m., accessible online as a virtual meeting and in the Council Chambers within City Hall, 500 W. Oak Street, Hutto, Texas.

Section 3. The City Secretary is directed to have notice, as described herein, of such public hearing published in the official newspapers of the City of Hutto, Texas as required by law. The City Secretary is further directed to send notice of hearing by certified mail to any person who has given written notice to the City Secretary requesting notice of such hearing and to post the notice of the public hearing on the City's website.

Section 4. Copies of the amendments to the land use assumptions and capital improvements plan for amendments to the Transportation Impact Fees shall be available to the public at the Office of the City Secretary at City Hall, 500 W. Oak Street, Hutto, Texas and on the City's website.

Section 5. The Capital Improvements Advisory Committee is directed to review the amendments to the land use assumption and capital improvements plan for amendments to the Transportation Impact Fees and forward their recommendations to the City Council no later than August 10, 2024.

AND, IT IS SO RESOLVED. PASSED AND APPROVED this 11th day of July, 2024.

PASSED, APPROVED, AND ADOPTED by the **CITY COUNCIL** of the **CITY OF HUTTO, TEXAS,** on the 11th day of July, 2024, on vote of ___ **AYES;** ___ **NAYS;** and ___ **ABSTENTIONS.**

CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Laura Hallmark, City Secretary

CITY OF HUTTO

FREESE AND NICHOLS

Preliminary Road Impact Fee Capital Improvement Projects

July 2024

IFCIP Projects

- New Road Capacity Projects
- Recoupment Projects
- Grade-Separated Crossing

Existing & Proposed Thoroughfares

- Controlled Access (State/County)
- Regional Arterial
- Major Arterial
- Minor Arterial
- Collector

- City Limits
- ETJ
- Roads
- Parks

0 0.5 1 Miles

CITY OF HUTTO

FREESE AND NICHOLS

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Thoroughfare Plan Update
July 2024

Existing & Proposed Thoroughfares

- Controlled Access (State/County)
- Regional Arterial
- Major Arterial
- Minor Arterial
- Collector
- Highway Frontage
- Local Roads
- Grade-Separated Crossing
- City Limits
- ETJ

0 0.5 1 Miles

2024 Update: Hutto Transportation Impact Fee Program

Final Technical Report

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Prepared by:

July 3, 2024

2024 Update: Hutto Transportation Impact Fee Program

Final Technical Report

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Prepared by:

July 3, 2024

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1. Introduction

Impact fee programs have assisted many communities across Texas with capital recovery for the cost of implementing system improvements to maintain pace with growth. Upon the adoption of state-enabling legislation in 1987, El Paso, Farmers Branch, and Arlington became some of the first cities in Texas to adopt this funding mechanism. Since then, many communities across the state have implemented such programs.

With recent changes made by the state legislature limiting revenue sources by Texas cities, many are looking to impact fee programs as a funding mechanism to address growth needs. The facilities identified in the capital improvement plan are unique to these programs and considered "offsite" to new development. However, when considering the traffic implications created by new development on the off-site road system, impact fees provide a means to offset implementation costs for such improvements. Further, such programs partially shift the burden of new facility construction from the existing taxpayers and residents of the city.

Codified in Chapter 395 of the Texas Local Government Code, the legislation authorizes cities to collect a one-time fee from new developments to finance new construction or expansion of capital improvements such as roads, water and wastewater treatment and distribution facilities, and drainage facilities. The law stipulates that all fees collected from new development must not exceed the maximum amount calculated by the methodology described therein. The law further contains specific requirements for program development, administration, fee assessment, and collection. The requirements set forth by Chapter 395 address two rational nexus tests as defined by U.S. Supreme Court rulings. First, there is a reasonable connection between the need for additional capital facilities and growth needs. Second, a reasonable connection between the expenditure of the funds collected and the benefit to the new development must be shown. Hutto's Thoroughfare Plan establishes a rational nexus to the impact fee program.

The law also mandates that impact fee systems be updated periodically to ensure that an appropriate cost per service unit is calculated commensurate with a specific capital improvements program. It also mandates that as new improvements are completed, actual costs are inserted into the cost per service unit calculation to reflect a more accurate reading of service area costs instead of estimated costs prepared in project planning. Finally, new capital improvement projects may be added to the program, subject to meeting eligibility requirements.

Impact Fee Quick Facts

One-time charge assessed to new development for a portion of costs related to a specific capital improvement program

A clear and equitable **funding mechanism** for implementing infrastructure necessary to accommodate ***new development***

Facilitates "**growth paying for growth**"

Alleviates burden of new facilities on existing tax base (allows cities to recoup a portion of cost of providing improvements).

Provides a **systematic**, **structured** approach to assessment of fees.

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This generational update to Hutto's transportation impact fee program amends land use assumptions, the road capital improvements plan, and the maximum allowable cost per service unit. An impact fee Capital Improvements Advisory Committee (CIAC) was engaged in this process and filed a written recommendation to be considered by the City Council as part of the mandated public hearing to amend impact fees.

An impact fee Capital Improvements Advisory Committee (CIAC) is required to review the Land Use Assumptions and Capital Improvements Plan (CIP) used in calculating the maximum fee and to provide its findings for consideration by the City Council. The City Council must then conduct a public hearing on the Land Use Assumptions and CIP before considering an Impact Fee ordinance. Accordingly, the City of Hutto has developed its Land Use Assumptions and CIP, which are necessary to implement transportation impact fees. This report includes details of the Transportation Impact Fee calculation methodology in accordance with Chapter 395 and the development of the Transportation Impact Fee CIP and summarizes the applicable Land Use Assumptions and Service Units per Development Unit.

Study Methodology

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 development unit, creating new infrastructure needs. Regarding transportation impact fees, the infrastructure needs 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 the 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 Freese and Nichols early in the study (refer to the land use assumptions in section 3). These land use assumptions serve as a key component from which impact fees are calculated.

The amended impact fee program was formulated using the following work tasks:

1. Meetings were held with the City of Hutto Staff and the CIAC at the outset of the study to discuss the approach and methodology to be employed for the update.

2. Impact fee service areas were reviewed and amended for any City annexations since the last programmatic update. This program added three service areas (four total), all contained within the current city limits.

3. The vehicle-mile of travel (VMT) during the PM peak hour was retained as the unit of measure for the transportation impact fee system.

4. A roadway conditions inventory was conducted on Hutto thoroughfares for lane geometries,

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roadway classifications and segment lengths. New arterial and/or collector streets not previously assessed were added to the program database.

5. The existing roadway network was evaluated based on traffic volume count data collected in March 2024 to determine roadway capacity, current utilization, and if any capacity deficiencies exist within each impact fee service area.

6. Projected 10-year growth, expressed in terms of vehicle-miles of demand, was calculated for service areas based on updated Land Use Assumptions (projections of population and employment growth) and supplemented with the updated land use equivalencies for key population and employment growth. The Land Use Assumptions were approved by the CIAC before the development of VMT growth projections and CIP update.

7. The existing impact fee CIP was evaluated with updated traffic count data to verify that excess capacity remained within each impact fee project for retention in the system. The analysis of the existing impact fee CIP revealed excess capacity, and relevant projects remained in the impact fee program.

8. A transportation impact fee CIP was amended relative to projected growth from the updated land use assumptions, analysis of existing system deficiencies, the Hutto SOAR 2040 Comprehensive Plan, and input by City Staff. The CIP was amended to incorporate all arterial and collector roadways within the current city limits to achieve thoroughfare standard. The basis for this is to address the substantial growth the city is experiencing, the ability to credit development driven road improvements against impact fees and reduce program amendment needs to incorporate eligible facilities not in the impact fee program.

9. Roadway costs associated with construction, engineering, right-of-way, and project financing for recoupment projects were provided by the city. Cost estimates for new projects were prepared by Freese and Nichols based on data from recently completed projects and other relevant bid tab data for new road construction projects. Costs for study updates are eligible for recovery and were included in the total project cost. Roadway cost data was compiled and distributed by service area.

10. The cost of capacity supplied, cost attributable to new development and the maximum cost per service unit was calculated for each service area. A credit analysis was completed to determine how much of the total cost of the capital improvements program could be used to calculate the maximum allowable cost per service unit by service area.

11. This report was prepared to document the procedures, findings, and conclusions of the study.

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2. Transportation Impact Fee Service Areas

Chapter 395 requires that service areas be defined for impact fees to ensure that facility improvements are near the area generating the need. Legislation mandates that roadway service areas be limited to a six-mile maximum and must be within the current city limits. Roadway service areas are different from other impact fee service areas, which can include the city limits and Extra-Territorial Jurisdiction (ETJ). This is primarily because roadway systems are "open" to local and regional use as opposed to a defined limit of service provided with water and wastewater systems. The result is that new development can only be assessed by an impact fee based on the cost of necessary capital improvements within that service area.

The service area structure was developed using the criteria defined in Chapter 395 regarding conformance with city limits and six-mile boundary limits. Other considerations included the use of physical or natural features, potential roadway projects and their relation to undeveloped areas of the community, and the planning areas used in long-range plan efforts (for consideration of service area expansion due to annexation).

The initial 2018 transportation impact fee program captured Hutto in its entirety in one service area. Due to city growth and annexations, a revised service area structure was developed that splits the city into four service areas. This revised structure contemplates long-term growth through future (potential) annexations of the City within its extra-territorial jurisdiction. This zonal structure also aligns with Traffic Analysis Zones (TAZs) used by the Capital Area Metropolitan Planning Organization (CAMPO) in their regional Travel Demand Model (TDM). The service area structure for Hutto is illustrated in Figure 1. It should be noted that the official service area boundaries are confined to the City limits, and Figure 1 displays where those areas would extend if the City limits expand. This structure will also remain applicable into the future as changes occur, and there will not be a need to alter the service areas.

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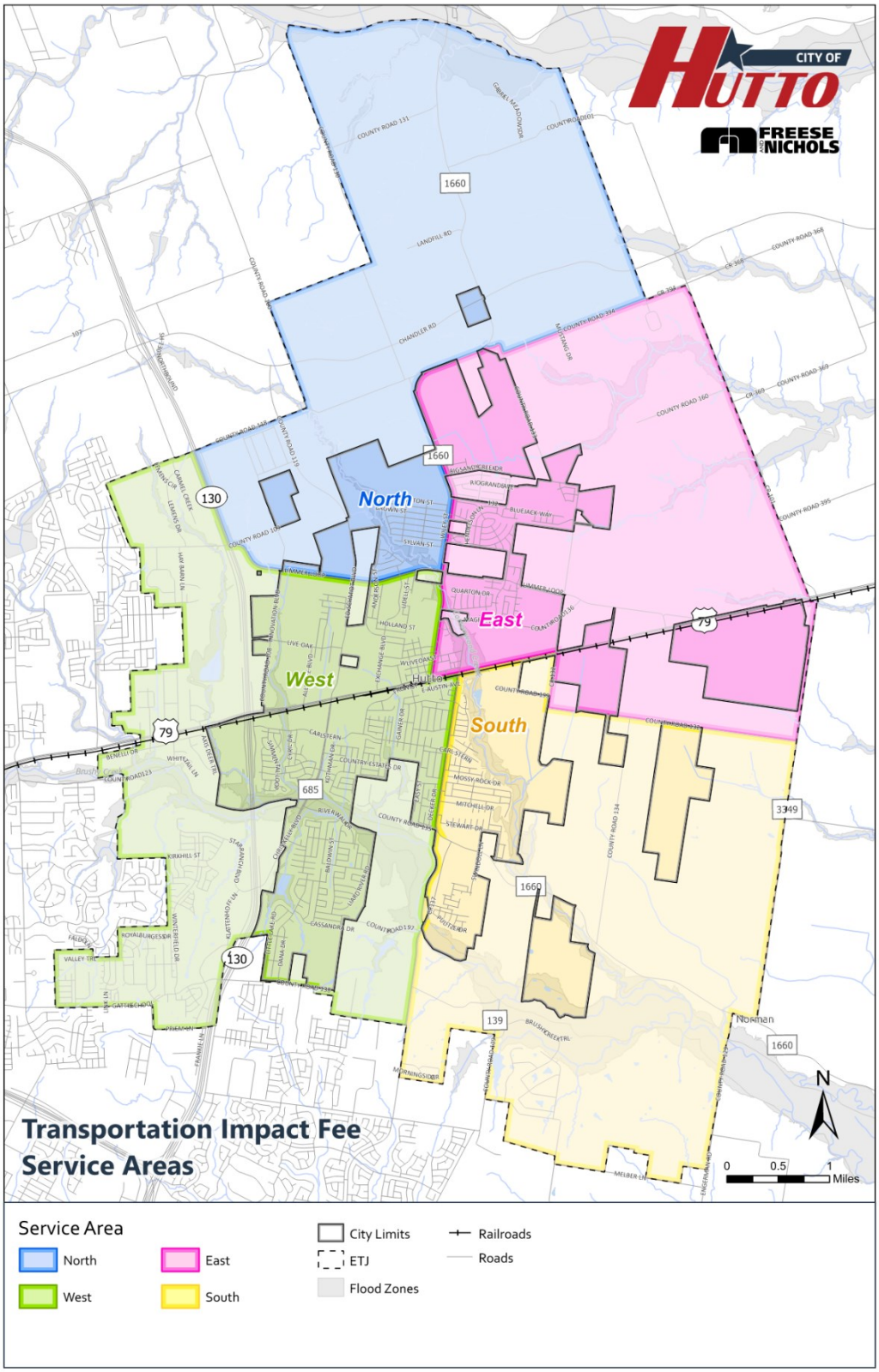
Figure 1: Hutto Transportation Impact Fee Service Areas



3. Land Use Assumptions

An initial step in the impact fee development process is the establishment of land use assumptions that address growth and development for a 10-year planning period (TLGC Section 395.001(5)). To help determine the need and timing of capital improvements to serve future development, a reasonable estimation of future growth is required. Growth and future development projections were formulated based on assumptions pertaining to the type, location, quantity, and timing of various future land uses within the community. These land use assumptions, which include population and employment projections for the 10-year planning period of 2023-2033, are the basis for the preparation of impact fee capital improvement plans. These land use assumptions were developed using data from the Hutto SOAR 2040 Comprehensive Plan and subsequent updates to the future land use plan, historic building trends, known development activity as submitted through the city, American Community Survey (ACS) data, CAMPO regional demographic forecasts, and input from City staff. Growth rates and finallized land use assumptions were presented and approved by the Capital Improvements Advisory Committee.

Projected Growth

Projected growth has been characterized in two forms: population (residential uses) and employment (non-residential uses). A series of assumptions and conversions were made to arrive at reasonable growth rates for population and employment.

Data Format

This analysis used one classification for population (persons) and three classifications for employment (jobs). Base and forecasted values are shown in the following tables. The employment classifications include:

- **Basic:** Land use activities that produce goods and services exported outside the local economy, such as manufacturing, construction, transportation, wholesale trade, warehousing, and other industrial uses.
- **Service:** Land use activities that provide personal and professional services such as financial, insurance, government, and other professional administrative offices.
- **Retail:** Land use activities that provide for the retail sale of goods that primarily serve households and whose location choice is oriented to the household sector, such as grocery stores, restaurants, and shopping centers.

The ten-year projections approved by the CIAC include a net population increase of 42,140 persons and a compound annual growth rate of 8.75%, and an employment increase of 24,697 jobs at a compound annual growth rate of 9.00%.

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Table 1: Projected Population/Residential Growth

Total Population				
Service Area	**2023**	**2033**	**Total Net Growth**	**Compound Annual Growth Rate**
North	3,338	8,460	**5,057**	9.75%
East	3,723	24,975	**6,742**	9.05%
South	4,914	11,684	**19,806**	20.96%
West	20,104	29,100	**10,535**	3.77%
Total	**32,079**	**74,219**	**42,140**	**8.75%**

Table 2: Projected Employment/Non-residential Growth by Type

Employment by Type								
Service Area	**2023**				**2033**			
	Basic	**Service**	**Retail**	**Total**	**Basic**	**Service**	**Retail**	**Total**
North	120	343	34	498	436	1,364	297	2,097
East	4,183	1,441	285	5,909	14,541	2,781	812	18,133
South	206	729	26	961	707	1,991	141	2,839
West	1,072	6,108	2,947	10,128	2,776	11,613	4,734	19,123
Total	**5,582**	**8,622**	**3,292**	**17,496**	**18,460**	**17,749**	**5,984**	**42,193**

Table 3: Projected Total Employment Growth

Total Employment				
Service Area	**2023**	**2033**	**Net Growth**	**Compound Annual Growth Rate**
North	498	2,097	1,599	15.47%
East	5,909	18,133	12,224	11.96%
South	961	2,839	1,879	11.45%
West	10,128	19,123	8,995	6.56%
Total	**17,496**	**42,193**	**24,697**	**9.00%**

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4: Transportation Impact Fee Service Units

An important aspect of the impact fee system is the determination of the proper service unit to be used to calculate and assess impact fees for new developments. As defined in Chapter 395, "Service unit means a standardized measure of consumption, use, generation, or discharge attributable to an individual unit of development in accordance with generally accepted engineering or planning standards for a particular category of capital improvements or facility expansions."

To determine the transportation impact fee for a development, the service unit must accurately identify the impact that the development will have on the transportation system serving the development. This impact is a combination of the number of new trips generated by the development, the peaking characteristics of the land-use(s) within the development, and the length of each new trip on the transportation system.

The correct service unit must also reflect the supply, which is provided by the roadway system, and the demand placed on the system during the time in which peak, or design, conditions are present on the system. Roadway facilities are designed and constructed to accommodate volumes expected to occur during the peak hours. These volumes typically occur during the morning (AM) and evening (PM) rush hours as motorists travel to and from work.

The vehicle-mile was retained as the service unit for calculating and assessing transportation impact fees in Hutto. The vehicle-mile as a service unit establishes a way to relate the intensity of land development to the demand on the system with published trip generation data. It also recognizes state legislation requirements regarding trip length.

The PM peak hour was retained as the time period for assessing impacts because the greatest demand for roadway capacity occurs during this hour. Roadways are sized to meet this demand, and roadway capacity can be defined hourly. Traffic volume data collected in March 2024 was used as the basis for the system update.

Service Units

Service units create a link between supply (roadway projects) and demand (development). Both can be expressed as a combination of the number of vehicles traveling during the peak hour and the distance traveled by these vehicles in miles.

Service Unit Supply

For roadway capital project improvements, the number of service units provided during peak hour is the product of the roadway's capacity in one hour and the project's length. For example, given a four-lane divided roadway project with a 600 vehicles per hour per lane capacity and a length of two miles, the number of service units provided is:

600 vehicles per hour per lane x 4 lanes x 2 miles = 4,800 vehicle-miles

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Service Unit Demand

The demand placed on the system can be expressed in a similar manner. For example, a development generating 100 vehicle trips in the PM peak hour with an average trip length of two miles would generate:

100 vehicle-trips x 2 miles/trip = 200 vehicle-miles

Likewise, the existing demand placed on the roadway network is calculated in the same manner with a known traffic volume (peak hour roadway counts) on a street and a given segment length.

Service Units for New Development

An important objective in the development of the impact fee system is the development of a specific service unit equivalency for individual developments. The vehicle-miles generated by a new development are a function of the trip generation and average trip length characteristics of that development. The following describes the process used to develop the vehicle-equivalency table, which relates land use types and sizes to the resulting vehicle-miles of demand created by that development.

Travel characteristics were reviewed and deemed to be similar in nature to the previous system update, and therefore no changes were made to the resultant land use equivalency table.

Trip Generation

Trip generation information for the PM peak hour was based on data published in the Eleventh Edition of Trip Generation by the Institute of Transportation Engineers (ITE). Trip Generation is a reference publication that contains travel characteristics of over 300 land uses across the nation and is based on empirical data gathered from over 5,500 studies that were reported to the Institute by public agencies, developers, and consulting firms. Data contained in this publication is accepted for use in studies by transportation engineers throughout the nation. Data not available was drawn from other published information. Rates were established for specific land use types within the broader categories of residential, office, commercial, industrial, and institutional land uses. Within each of the land use categories, a rate was also established for any land uses not specifically identified.

Adjustments

The actual "traffic impact" of a specific site for impact fee purposes is based on the amount of traffic added to the street system because of new development. To accurately estimate new trips generated, adjustments must be made to trip generation rates and equations to account for pass-by and diverted trips. The added traffic is adjusted so that each development is assigned only for a portion of trips associated with a specific development and thus reducing the possibility of over-counting by counting only primary trips generated. Trip generation rates were reduced by percentages presented in Table 4 to isolate the primary trip purpose.

Pass-by trips are those trips that are already on a route for a different purpose and simply stop at a

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development on that route. For example, a stop at a convenience store on the way home from the office is a pass-by trip for the convenience store. A pass-by trip does not create an additional burden on the street system and therefore should not be counted in the assessment of impact fees of a convenience store. A diverted trip is a similar situation, except that a diversion is made from the regular route to make an interim stop. For example, a trip from work to home using US 79 would be a diverted trip if the travel path were changed to West Live Oak Street and FM 1660 to stop at a retail site. On a system-wide basis, this trip places a slightly additional burden on the street system but in many cases, this burden is minimal.

Table 4 contains the documented estimates of trip rate adjustments used in determining the appropriate rate to use in the impact fee calculation process. Adjustments were based on studies documented in the ITE trip generation manual. Any land uses not included in the table have a pass-by or diverted trip rate of zero (0%). Trip rates were developed in lieu of equations to simplify the assessment of impact fees by the city and likewise, the estimation of impact fees by persons who may be required to pay an impact fee in conjunction with a development project.

A local study may also be conducted to confirm rates in Trip Generation or change rates to reflect local conditions. In such cases, a minimum of three sites should be counted. Selected sites should be isolated in nature with driveways that specifically serve development and no other land uses. The results should be plotted on the scatter diagram of the selected land use contained in Trip Generation for comparison purposes. It is recommended that no change be approved unless the results show a variation of at least fifteen percent across the range of sample sizes surveyed. Trip Generation was used as the primary source of information for this study.

Table 4: Trip Reduction Estimates (PM Peak Hour) *

Land Use Category	ITE Code	Pass-by Trips	Diverted Trips
Institutional			
Day Care Center	565	75%	0%
Office			
United States Post Office	732	70%	0%
Retail			
Building Materials and Lumber Store	812	25%	0%
Free-Standing Discount Superstore	813	28%	0%
Variety Store	814	25%	0%
Free-Standing Discount Store	815	17%	35%
Hardware/Paint Store	816	26%	28%
Nursery (Garden Center)	817	25%	0%
Nursery (Wholesale)	818	25%	0%
Shopping Center	820	34%	26%
Automobile Parts Sales	843	43%	13%
Tire Store	848	28%	10%
Tire Superstore	849	28%	10%
Supermarket	850	36%	38%
Convenience Market	851	63%	26%
Convenience Market w/ Gasoline Pumps	853	63%	26%

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Land Use Category	ITE Code	Pass-by Trips	Diverted Trips
Table 4 continued from previous page			
Convenience Market w/ Gasoline Pumps	853	63%	26%
Discount Supermarket	854	36%	38%
Discount Club	857	30%	0%
Sporting Goods Superstore	861	40%	0%
Home Improvement Superstore	862	48%	24%
Electronic Superstore	863	40%	33%
Toy/Children's Superstore	864	30%	0%
Baby Superstore	865	30%	0%
Pet Supply Superstore	866	30%	0%
Office Supply Superstore	867	30%	0%
Book Superstore	868	30%	0%
Bed and Linen Superstore	872	30%	0%
Department Store	875	30%	0%
Apparel Store	876	30%	0%
Arts and Crafts Store	879	30%	0%
Pharmacy/Drugstore w/o Drive-Through Window	880	49%	13%
Pharmacy/Drugstore w/ Drive-Through Window	881	49%	13%
Furniture Store	890	53%	31%
Services			
Walk-in Bank	911	47%	26%
Drive-in Bank	912	47%	26%
Hair Salon	918	25%	0%
Copy, Print, and Express Ship Store	920	40%	0%
Dining			
Drinking Place	925	50%	0%
Food Cart Pod	926	25%	0%
Fast Casual Restaurant	930	43%	26%
Quality Restaurant	931	44%	27%
High-Turnover (Sit-Down) Restaurant	932	43%	26%
Fast-Food Restaurant w/o Drive-Through Window	933	50%	23%
Fast-Food Restaurant w/ Drive-Through Window	934	50%	23%
Coffee/Donut Shop w/o Drive-Through Window	936	50%	23%
Coffee/Donut Shop w/ Drive-Through Window and No Indoor Seating	938	50%	23%
Bread/Donut/Bagel Shop w/o Drive-Through Window	939	50%	23%
Bread/Donut/Bagel Shop w/ Drive-Through Window	940	50%	23%
Quick Lubrication Vehicle Shop	941	25%	0%
Automotive			
Gasoline/Service Station	944	56%	31%
Gasoline/Service Station	944	56%	31%
Gasoline/Service Station w/ Convenience Market	945	56%	31%
Gasoline/Service Station w/ Convenience Market	945	56%	31%
Self-Service Car Wash	947	40%	0%
Automated Car Wash	948	40%	0%
Car Wash and Detail Center	949	40%	0%
Truck Stop	950	75%	0%
Super Convenience Market/Gas Station (>3,000 Sq Ft GFA, >10 Fueling Positions)	960	56%	31%

** Expressed as a percent of total PM peak hour trips generated*
Source: Trip Generation, ITE 11th Edition

Trip Length

Trip lengths (in miles) are used in conjunction with site trip generation to estimate vehicle-miles of travel. Trip length data was based on information generated by the CAMPO Regional Travel Demand Model and the 2022 National Workplace Survey. These travel characteristics were applied to Hutto to determine average trip lengths for common land use types.

Table 5 summarizes the derived average trip lengths for major land use categories. These trip lengths represent the average distance that a vehicle will travel between an origin and destination of which either the origin or destination contains the land-use category identified below. Data compiled by the Workplace Survey represents the best available information on trip lengths for this area.

Adjustments

The assessment of an individual development's impact fee is based on the premise that each vehicle trip has an origin and a destination, and that the development end should pay for one-half of the cost necessary to complete each trip. Thus, the development is charged only for a portion of the vehicle-trip associated with that development.

To prevent double charging, and to fairly attribute the demand placed on the system to each trip end location, the trip length was adjusted to remove travel on the federal roadway system and then divided by two to reflect half of the vehicle trip to and from the development. Data from the CAMPO travel forecast model was used to compare vehicle-miles of travel (VMT) by roadway functional class. The average trip length, localized trip length, and adjustment for one-half trip length are illustrated in columns 3, 4, and 5 of Table 5. Where specific land uses were considered to exhibit different trip length characteristics than those identified in Table 5 engineering judgment was used to estimate the average trip length. Finally, as the service area structure was based on a six-mile boundary, those land uses that exhibited trip lengths greater than six miles were limited to this threshold.

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Table 5: Average Trip Lengths

Land Use Category	ITE Code	Average Trip Length (mi)	Localized Trip Length (mi)	Adjusted Trip Length (mi)
Industrial				
General Light Industrial	110	12.51	11.26	5.63
Industrial Park	130	9.98	8.98	4.49
Manufacturing	140	10.28	9.25	4.63
Warehousing	150	8.84	7.96	3.98
Data Center	160	12.56	11.30	5.65
Residential				
Single-Family Detached Housing	210	10.21	9.19	4.59
Multifamily Housing (High-Rise)	222	11.27	10.14	5.07
Lodging/Recreational				
Hotel	310	4.15	3.74	1.87
Golf Course	430	11.12	10.01	5
Movie Theater	444	3.30	2.97	1.49
Health/Fitness Club	492	2.06	1.85	0.93
Institutional				
Private School (K-12)	536	4.12	3.71	1.85
Church	560	2.48	2.23	1.12
Day Care Center	565	1.64	1.48	0.74
Hospital	610	5.18	4.66	2.33
Office				
General Office Building	710	14.29	12.86	6.00
United States Post Office	732	8.01	7.21	3.60
Retail				
Shopping Center	820	6.12	5.51	2.75
Supermarket	850	1.84	1.66	0.83
Home Improvement Superstore	862	4.12	3.71	1.85
Department Store	875	7.13	6.42	3.21
Pharmacy/Drugstore w/o Drive-Through Window	880	1.20	1.08	0.54
Pharmacy/Drugstore w/ Drive-Through Window	881	1.93	1.74	0.87
Copy, Print, and Express Ship Store	920	7.13	6.42	3.21
Drinking Place	925	8.38	7.54	3.77
Fast Casual Restaurant	930	5.65	5.09	2.54
High-Turnover (Sit-Down) Restaurant	932	3.89	3.50	1.75
Fast-Food Restaurant w/ Drive-Through Window	934	2.86	2.57	1.29
Quick Lubrication Vehicle Shop	941	2.86	2.57	1.29
Automobile Care Center	942	2.86	2.57	1.29
Gasoline/Service Station w/ Convenience Market	945	1.77	1.59	0.8
Winery	970	1.20	1.08	0.54

Service Unit Equivalency Table

The result of combining the trip generation and trip length information is an equivalency table which establishes the service unit rate for various land uses. These service unit rates are based on an appropriate development unit for each land use. For example, a dwelling unit is the basis for residential uses, while 1,000 gross square feet of floor area is the basis for office, commercial, and retail uses. Other less common land uses are based on appropriate independent variables.

Separate rates have been established for specific land uses within the broader categories of residential, commercial, industrial, and institutional to reflect the differences between land uses within the categories. However, even with these specific land use types, information is not available for every conceivable land use, so limitations do exist. The updated equivalency table is illustrated in Table 6. Table 6 is reflective of trip rate adjustments (detailed in Table 4) and trip lengths (Table 5).

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Table 6: Land Use Vehicle-Mile Equivalency Table

Land Use Category	ITE Code	Development Units	Adjusted Trip Rate	Adjusted Trip Length (mi)	Service Unit Equivalency (veh-mi/dev unit)
Residential					
Single-Family Detached Housing	210	Dwelling Units	0.94	4.59	4.31
Multifamily Housing (Low-Rise)	220	Dwelling Units	0.56	5.07	2.84
Multifamily Housing (Mid-Rise)	221	Dwelling Units	0.44	5.07	2.23
Multifamily Housing (High-Rise)	222	Dwelling Units	0.36	5.07	1.83
Assisted Living	254	Beds	0.26	2.33	0.61
Continuing Care Retirement Community	255	Dwelling Units	0.16	4.02	0.64
Others Not Specified		Dwelling Units	0.99	4.53	4.72
Office					
General Office Building	710	1,000 Sq Ft GFA	1.44	6.00	8.64
Small Office Building (<5,000 Sq Ft GFA)	712	1,000 Sq Ft GFA	2.45	5.65	13.84
Corporate Headquarters Building	714	1,000 Sq Ft GFA	0.60	5.35	3.21
Single Tenant Office Building	715	1,000 Sq Ft GFA	1.71	5.65	9.66
Medical-Dental Office Building	720	1,000 Sq Ft GFA	3.46	4.34	15.02
Research and Development Center	760	1,000 Sq Ft GFA	0.49	5.35	2.62
Business Park	770	1,000 Sq Ft GFA	0.42	5.35	2.25
Others Not Specified		1,000 Sq Ft GFA	1.15	4.75	5.46
Commercial/Retail					
Shopping Center	820	1,000 Sq Ft GLA	2.24	2.75	6.16
Building Materials and Lumber Store	812	1,000 Sq Ft GFA	1.55	0.72	1.12
Hardware/Paint Store	816	1,000 Sq Ft GFA	1.23	0.72	0.89
Nursery (Garden Center)	817	1,000 Sq Ft GFA	5.21	1.18	6.15
Nursery (Wholesale)	818	1,000 Sq Ft GFA	3.89	1.18	4.59
Automobile Sales (New)	840	1,000 Sq Ft GFA	2.43	2.01	4.88
Automobile Sales (Used)	841	1,000 Sq Ft GFA	3.75	2.01	7.54
Automobile Parts Sales	843	1,000 Sq Ft GFA	2.16	1.29	2.79
Tire Store	848	1,000 Sq Ft GFA	2.47	1.85	4.57
Tire Superstore	849	1,000 Sq Ft GFA	1.31	1.85	2.42
Supermarket	850	1,000 Sq Ft GFA	2.40	0.83	1.99
Convenience Market w/ Gasoline Pumps	853	1,000 Sq Ft GFA	5.42	0.8	4.34
Discount Club	857	1,000 Sq Ft GFA	2.93	1.79	5.24
Home Improvement Superstore	862	1,000 Sq Ft GFA	0.65	1.85	1.2
Apparel Store	876	1,000 Sq Ft GFA	2.88	1.53	4.41
Pharmacy/Drugstore w/ Drive-Thru Window	881	1,000 Sq Ft GFA	3.91	0.87	3.4
Furniture Store	890	1,000 Sq Ft GFA	0.08	2.11	0.17
Other Not Specified		1,000 Sq Ft GFA	6.35	1.85	11.75
Walk-in Bank	911	1,000 Sq Ft GFA	3.28	1.18	3.87
Drive-in Bank	912	Drive-in Lanes	7.33	1.18	8.65
Quality Restaurant	931	1,000 Sq Ft GFA	2.26	1.69	3.82
High-Turnover (Sit-Down) Restaurant	932	1,000 Sq Ft GFA	3.03	1.75	5.3
Fast-Food Restaurant w/ Drive-Thru Window	936	1,000 Sq Ft GFA	9.80	0.54	5.29
Quick Lubrication Vehicle Shop	941	Service Positions	4.85	1.29	6.26
Automobile Care Center	942	1,000 Sq Ft GFA	3.11	1.29	4.01
Gas/Service Station w/ Convenience Market	945	1,000 Sq Ft GFA	54.78	0.8	43.82
Industrial					
General Light Industrial	110	1,000 Sq Ft GFA	0.65	5.63	3.66
Industrial Park	130	1,000 Sq Ft GFA	0.40	4.49	1.80
Manufacturing	140	1,000 Sq Ft GFA	0.67	4.63	3.10
Warehousing	150	1,000 Sq Ft GFA	0.19	3.98	0.76
Mini-Warehouse	151	1,000 Sq Ft GFA	0.17	2.85	0.48
Data Center	160	1,000 Sq Ft GFA	0.09	5.65	0.51
Institutional					
Private School (K-8)	534	Students	0.26	1.85	0.48
Private School (K-12)	536	Students	0.17	1.85	0.31
Junior/Community College	540	Students	0.11	1.89	0.21
University/College	550	Students	0.15	2.25	0.34
Church	560	1,000 Sq Ft GFA	0.49	1.12	0.55
Day Care Center	565	Students	0.20	0.66	0.13

5. Existing Conditions Analysis

Chapter 395 identifies specific requirements necessary in the capital improvements plan for impact fees. The existing conditions, including defining the existing roadway system, and analysis of the total capacity, the level of current usage, and commitments for usage of the existing roadway, are required as part of the capital improvements plan. This chapter discusses the existing conditions.

Existing Conditions

An inventory of the collector and arterial roadway facilities within the city limits was conducted to determine existing conditions throughout Hutto. This analysis determines the capacity provided by the existing roadway system, the demand currently placed on the system, and the potential existence of deficiencies on the roadway system. Updated data for the inventory was obtained from traffic volume counts and field reconnaissance of current roadway sections.

The roadways were divided into segments based on volume changes, major intersections, service area boundaries, and capacity changes. For each roadway segment, the length, number of lanes, cross-section, and PM peak hour volume data were obtained. Lane capacities were assigned to each segment based on functional street classification, associated roadway lane capacities and the present number of lanes. Lane capacities used in the analysis are shown in Table 7Table 7.

Table 7: Roadway Facility Vehicle-Mile Lane Capacities

Roadway Type	Capacity (veh/hour/lane)
Two-Way Left Turn Lane	100
Minor (undivided) Collector	475
Major (undivided) Collector	525
Major/Minor Divided Arterial	650
Frontage Road	725

Existing Volumes

Existing directional PM peak hour volumes were obtained from automated traffic counts conducted in March 2024. Automated traffic counts at 20 separate locations were collected on major roadways (as identified in the Thoroughfare Plan as arterial or collector status) throughout Hutto. To minimize the total number of counts, data was collected at locations where traffic volumes would typify link volumes on the major segments within the immediate area. For segments not counted, existing volumes were used, or estimates were developed based on data from adjoining roadway counts.

Data was compiled for roadway segments throughout the city and entered into the database for use in calculations. A summary of volumes by roadway segment is included as part of **Appendix D: Existing Capital Improvements**.

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Vehicle-Miles of Existing Capacity Supply

An analysis of the total capacity for each service area was performed. For each roadway segment, the existing vehicle-miles of capacity supplied were calculated using the following equation:

Vehicle-Miles of Capacity = Link capacity per peak hour per lane x Number of lanes x Length of segment (miles)

A summary of the current capacity available on the roadway system is shown in Table 8. It is important to note that the roadway capacity depicted in Table 8 is system-wide for most major roadways and not restricted to those roadways proposed in the impact fee capital improvements plan. Directional calculations of capacity were performed separately. For a detailed listing of vehicle-miles of capacity by roadway segment, refer to **Appendix D: Existing Capital Improvements**.

Vehicle-Miles of Existing Demand

The level of current usage in terms of vehicle-miles was calculated for each roadway segment. The vehicle-miles of existing demand were calculated by the following equation:

Vehicle-Miles of Demand = PM peak hour volume x Length of segment (miles)

Table 8 also lists total vehicle-miles of demand. **Appendix D** includes a detailed listing of vehicle-miles of demand by directional roadway segment.

Vehicle-Miles of Existing Excess Capacity and Deficiencies

For each roadway segment, the existing vehicle-miles of excess capacity and/or deficiencies were calculated. Each direction was evaluated to determine if vehicle demands exceeded the available capacity. If demand exceeded capacity in one or both directions, the deficiency is deducted from the supply associated with the impact fee capital improvement plan. A summary of peak hour excess capacity and deficiencies is shown in Table 8. A detailed listing of existing excess capacity and deficiencies by roadway segment is also in **Appendix D**.

Table 8: Peak Hour Vehicle-Miles of Existing Capacity and Demand, Excess Capacity, and Deficiencies

Service Area	Capacity (veh-mi)	Demand (veh-mi)	Excess Capacity (veh-mi)	Deficiencies (veh-mi)
North	2,690	1,906	960	176
East	10,351	5,999	4,794	441
South	2,743	2,194	770	221
West	18,148	12,503	6,525	881
Total	**33,932**	**22,602**	**13,049**	**1,719**

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6: Projected Conditions

Chapter 395 requires a description of all capital improvements or facility expansions and their costs necessitated by and attributable to new development within the service area. This chapter describes the projected growth, vehicle-miles of new demand, capital improvements program, vehicle-miles of new capacity supplied, and costs of the roadway improvements.

Projected Growth

The projected growth for each transportation service area is represented by the increase in the number of new vehicle-miles generated over the 10-year planning period. The basis for calculating new demand is the population and employment projections outlined in Section 3.

Population data was provided in terms of the number of dwelling units and persons. Employment data is aggregated into three sectors of employees: basic, service and retail. These employment sectors serve as the typical components used in the traffic forecast modeling process. The employment grouping also correlates with the North American Industrial Classification System (NAICS) and include basic employment (NAICS 210000-422999) encompasses the industrial and manufacturing uses; service employment (NAICS 520000-928199) encompasses government, office and professional uses; and retail employment (NAICS 440000-454390) includes commercial and retail use.

Projected Vehicle-Miles of New Demand

Projected vehicle-miles of demand were calculated based on the growth expected to occur during the 10-year planning period and the service unit generation for each of the population and employment data components (basic, service and retail). Separate calculations were performed for each data component and were then aggregated for the service area. Vehicle-miles of demand for population growth were based on dwelling units, and vehicle-miles of demand for employment were based on the number of employees and estimates of square footage per employee.

Land Use Equivalency for 10-Year Demand Estimate

Information extracted from the CAMPO regional travel demand model provides information on average trip lengths for four general types of land uses. These are: 4.31 vehicle-miles per dwelling unit for residential, 3.66 vehicle-miles per thousand square feet for Basic employment, 8.64 vehicle-miles per thousand square feet of Service employment, and 6.16 vehicle-miles per thousand square feet for Retail employment.

Table 9 lists the projected vehicle-miles of demand over the 10-year planning period for Hutto. **Appendix C: Calculation of Vehicle-Miles of New Demand** contains the projected demand calculation worksheet.

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Table 9: Vehicle-Miles of New Demand

Service Area	Projected 10-year Growth (Vehicle Miles)
North	11,592
East	77,337
South	14,706
West	40,712
Total	**144,347**

Capital Improvements Program (CIP)

Evaluation and Amendment of Current Impact Fee CIP

At the outset of the update process, capacity of the CIP was evaluated to ensure that excess capacity remained in previously approved impact fee projects. Chapter 395 mandates that only CIP projects with excess capacity are eligible for consideration. Traffic volume count data was used to determine if excess capacity remains on the recoupment projects. The analysis revealed that only one recoupment project would remain in the program due to city funding contributions (Schnieder Boulevard from Alliance Boulevard to Innovation Boulevard), and it contained a small amount of excess capacity.

The amended impact fee CIP aims to address the substantial growth experienced by the city, the ability to credit development driven road improvements against assessed impact fees and reduce program amendment needs to incorporate eligible facilities not in the impact fee program. To this end, all arterial and collector roads on the Thoroughfare Plan are incorporated into the impact fee program. This approach also satisfies recently adopted legislation regarding “funded” roads through the impact fee program.

The amended CIP includes 83 new project segments spanning the four service areas serving the city. Projects identified are rooted in the current officially adopted Thoroughfare Plan and include only new capacity lanes needed to achieve thoroughfare plan standard. For example, if two lanes of a future six-lane arterial exist, the four new lanes of added capacity are incorporated into the program. Figure 2 illustrates the 2024 impact fee CIP. Table 10 lists the amended CIP projects that correspond with Figure 2, and a full listing with planning level project costs prepared by Freese and Nichols can be found in **Appendix E: Roadway Improvement Plan Projects**.

The cost of the 2024 amended impact fee program is $161.1 million. Based on the amended Land Use Assumptions, the cost of the CIP attributable to growth is $153.3 million. Project costing for the CIP projects includes construction, engineering (13% of construction cost estimate), right-of-way ($1.00-$2.50 per square foot), and debt service (5.3% interest rate). Right-of-way needs for proposed projects consist only of the width needed to achieve thoroughfare plan standard. Also included is the cost of two five-year updates estimated at $50,000 each.

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Figure 2: Transportation Impact Fee Capital Improvements Plan

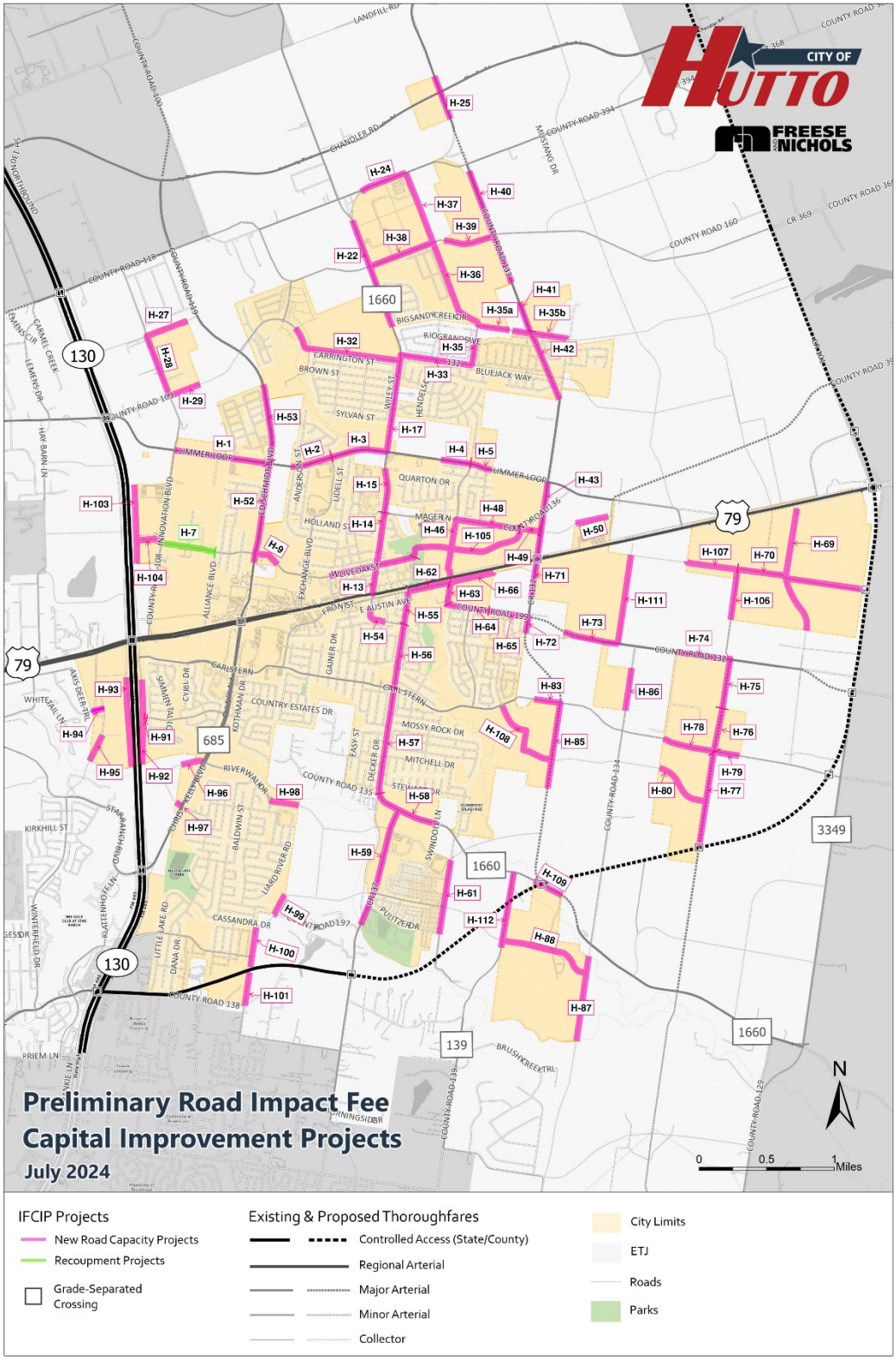

Table 10: Impact Fee Capital Improvements Project Listing

Project #	Service Area	Shared Serv Area	New/ Recoup	Project	From	To	Length (mi)	Added lanes	Thoroughfare Section	T. Plan
H1	North	W	N	Limmer Loop	Innovation (CR108)	Ed Schmidt (CR119)	0.70	3	Major Arterial 6D	6D
H2	North	W	N	Limmer Loop	E. of Ed Schmidt (CR119)	Exchange Blvd.	0.31	3	Major Arterial 6D	6D
H3	North	W	N	Limmer Loop	Exchange Blvd.	FM 1660	0.42	3	Major Arterial 6D	6D
H17	North	W	N	FM 1660	Limmer Loop	CR 132	0.72	2	Minor Arterial 4D	4D
H22	North	E	N	FM 1660	S. of Lavaca River Ln.	S. of CR 100	0.85	2	Minor Arterial 4D	4D
H24	North	E	N	FM 1660	S. of CR 100	E. of Destiny Ln.	0.36	2	Minor Arterial 4D	4D
H25	North		N	FM 1660	S. of Chandler Rd.	N. of Chandler Rd.	0.33	4	Major Arterial 6D	6D
H27	North		N	New Road A	CR 108	City Limit	0.32	2	Minor Collector 2U	2U
H28	North		N	CR 108	CR 109	New Road	0.50	1	Collector 3U	3U
H29	North		N	CR 109 Ext.	CH108	City Limit	0.24	2	Minor Collector 2U	2U
H32	North		N	Emory X-ing Blvd.	E. of Flowers Ave.	FM 1660	0.87	3	Collector 3U	30
H53	North		N	Ed Schmidt (CR119)	Limmer Loop	N City Limit	0.61	4	Major Arterial 6D	6D
H4	East		N	Limmer Loop	W. of Irina	Carol Dr.	0.22	3	Major Arterial 6D	6D
H5	East		N	Limmer Loop	Carol Dr.	E. of Kates Way	0.17	3	Major Arterial 6D	6D
H13	East	W	N	FM1660	US79	W. Live Oak	0.21	1	Collector 3U	3U
H14	East	W	N	FM1660	W. Live Oak	Mager Ln. (CR136)	0.36	1	Collector 3U	3U
H15	East	W	N	FM1660	Mager Ln. (CR136)	S. of Limmer Loop	0.33	2	Minor Arterial 4D	4U
H22	East	N	N	FM 1660	S. of Lavaca River Ln.	S. of CR 100	0.85	2	Minor Arterial 4D	4D
H24	East	N	N	FM 1660	CR 100	E. of Destiny Ln.	0.36	2	Minor Arterial 4D	4D
H33	East		N	CR 132	FM 1660	Wren Trial	0.52	1	Collector 3U	3D
H35	East		N	CR 132	Giogio Moroder Dr.	S. of CR 312 Curve	0.19	1	Collector 3U	3D
H35a	East		N	CR 132	S. of CR 312 Curve	E. City Limit	0.24	1	Collector 3U	3D
H35b	East		N	CR 132	E. City Limit	N. of Ottaviano	0.43	1	Collector 3U	3D
H36	East		N	New Road B	CR 312 Curve	N. City Limit	0.70	3	Collector 3U	3U
H37	East	X	N	New Road B	S. of Main Hippo	FM 1660	0.56	3	Collector 3U	3U
H38	East		N	Main Hippo	FM 1660	New Road B	0.50	2	Minor Arterial 4D	4D
H39	East		N	Main Hippo Ext.	E. of New Road B	CR 133	0.40	2	Minor Arterial 4D	4D
H40	East		N	CR 133	CR 394	City Limit	0.88	4	Major Arterial 6D	6D
H41	East		N	CR 133	City Limit	CR 132	0.24	4	Major Arterial 6D	6D
H42	East		N	CR 133 Ext.	CR 132	CR 312 (S. of Chickasaw)	0.49	4	Major Arterial 6D	6D

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Project #	Service Area	Shared Serv Area	New/ Recoup	Project	From	To	Length (mi)	Added lanes	Thoroughfare Section	T. Plan
Continued from previous page										
H43	East		N	CR 132	Limmer Loop	US79	0.56	4	Maj. Arterial 6D	6DA
H46	East		N	Carol Dr. Ext.	Mager Ln. (CR136)	US 79	0.42	2	Min. Collector 2U	2U
H48	East		N	Mager Ln.	Carol Dr.	CR 136	0.46	1	Collector 3U	3U
H49	East		N	Mager Ln. (CR136)	CR 136	CR 132	0.17	3	Collector 3U	3U
H50	East	X	N	Mager Ln. Ext.	CR 132	Limmer Loop	0.27	3	Collector 3U	3U
H69	East		N	New Road C	Front St. Ext	S. City Limit	0.87	3	Collector 3U	3U
H70	East		N	New Road D	FM 3349	W. City Limit	0.95	4	Minor Arterial 4D	4D
H71	East		N	CR 132	US 79	S. City Limit	0.28	4	Major Arterial 6D	6D
H73	East		N	CR 132	E. of Branson Blvd.	E. City Limit	0.41	4	Major Arterial 6D	6D
H105	East		N	E. Live Oak Ext	Park Ave.	CR 136	0.89	3	Collector 3U	3U
H106	East		N	New Road E	N. of CR 132	New Road D	0.38	4	Minor Arterial 4D	4D
H107	East		N	New Road D	New Road E	W. City Limit	0.38	3	Collector 3U	3U
H111	East	X	N	New Road G	CR132	New Road D Ext	0.66	3	Collector 3U	3U
H55	South	W	N	FM 1660	US 79	Evans St.	0.27	1	Collector 3U	3U
H56	South	W	N	FM 1660	Evans St.	Carl Stern Dr.	0.47	1	Collector 3U	3U
H57	South	W	N	FM 1660	Carl Stern Dr.	CR 135	0.78	1	Collector 3U	3U
H58	South		N	FM 1660	CR 135	Swindoll Ln.	0.48	1	Collector 3U	3U
H59	South		N	CR 137	FM 1660	S. City Limits	0.90	1	Collector 3U	3U
H61	South	X	N	McCoy Ln.	N. of Eagle Lake Dr.	Bethany Creek Dr.	0.29	1	Collector 3U	3U
H62	South		N	CR199 (Front St.)	FM 1660	CR 199 (Front St. Curve)	0.30	1	Collector 3U	3U
H63	South		N	CR 199 (Front St. Curve)	CR199 (Front St.)	CR 199 Curve	0.16	1	Collector 3U	3U
H64	South		N	CR 199 Curve	CR 199 Curve	W. of Longbridge	0.30	1	Collector 3U	3U
H65	South		N	CR 199	W. of Longbridge	CR 132	0.30	1	Collector 3U	3U
H66	South		N	Front St. Ext.	CR 199 Curve	City Limit	0.33	3	Collector 3U	3U
H72	South	X	N	CR 132	CR 199	Branson Blvd.	0.12	4	Maj. Arterial 6D	6D
H74	South	X	N	CR 132	W. City Limit	New Road E	0.57	2	Minor Arterial 4D	4D
H75	South	X	N	New Road E	CR 132	City Limit	0.19	4	Minor Arterial 4D	4D
H76	South		N	New Road E	City Limit	Carl Stern Ext.	0.48	4	Minor Arterial 4D	4D
H77	South	X	N	New Road E	Carl Stern Ext.	Future Wilco Hwy.	1.20	4	Minor Arterial 4D	4D
H78	South		N	Carl Stern Ext.	City Limit	New Road E	0.33	4	Minor Arterial 4D	4D
H79	South	X	N	Carl Stern Ext.	New Road E	E. City Limit	0.11	4	Minor Arterial 4D	4D
H80	South		N	New Road F	W. City Limit	New Road E	0.45	4	Minor Arterial 4D	4D

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Project #	Service Area	Shared Serv Area	New/ Recoup	Project	From	To	Length (mi)	Added lanes	Thoroughfare Section	T. Plan
Continued from previous page										
H83	South	X	N	Carl Stern Ext.	E. of Branson Blvd.	CR 132 Ext.	0.20	2	Min. Collector 2U	2U
H85	South	X	N	CR 132 Ext.	Carl Stern Ext.	S. City Limit	0.64	6	Maj. Arterial 6D	6D
H86	South		N	CR 134	S. of CR 132	S. City Limit	0.27	1	Collector 3U	3U
H87	South	X	N	CR 135	S. of FM1660	N. of Brushy Ck.	0.53	3	Collector 3U	3U
H88	South		N	Brooklands Blvd. Ext.	CR 134	W. City Limit	0.68	3	Collector 3U	3U
H108	South		N	Branson Blvd Ext	CR 312	Carl Stern	0.55	3	Collector 3U	3U
H109	South		N	CR132 Ext	FM1660	S. City Limit	0.17	4	Major Arterial 6D	6D
H112	South		N	CR 163	FM1660	S. City Limit	0.48	4	Minor Arterial 4D	4D
H1	West	N	N	Limmer Loop	Innovation (CR108)	Ed Schmidt (CR119)	0.70	3	Major Arterial 6D	6D
H2	West	N	N	Limmer Loop	E. of Ed Schmid	Exchange Blvd	0.31	3	Major Arterial 6D	6D
H3	West	N	N	Limmer Loop	Exchange Blvd	FM 1660	0.42	3	Major Arterial 6D	6D
H7	West		R	Schnieder	Innovation (CR108)	Alliance Blvd	0.40	3	Collector 3U	3U
H9	West		N	W. Live Oak Ext.	Ed Schmidt (CR119)	Exist. W. Live Oak (New)	0.18	3	Collector 3U	3U
H13	West	E	N	FM 1660	US 79	W. Live Oak	0.21	1	Collector 3U	3U
H14	West	E	N	FM 1660	W. Live Oak	Mager Ln. (CR 136)	0.36	1	Collector 3U	3U
H15	West	E	N	FM 1660	Mager Ln. (CR 136)	S. of Limmer Loop	0.33	2	Minor Arterial 4D	4U
H17	West	N	N	FM 1660	Limmer Loop	CR 132	0.72	2	Minor Arterial 4D	4D
H52	West		N	Ed Schmidt (CR 119)	Lowes Driveway	Limmer Loop	0.94	2	Major Arterial 5SA	5SA
H54	West		N	Jim Cage Ext	E. Austin Ave.	Evans St.	0.18	2	Min. Collector 2U	2U
H55	West	S	N	FM 1660	US 79	Evans St.	0.27	1	Minor Arterial 4D	3U
H56	West	S	N	FM 1660	Evans St.	Carl Stern Dr.	0.47	1	Minor Arterial 4D	3U
H57	West	S	N	FM 1660	Carl Stern	CR 135	0.78	1	Minor Arterial 4D	3U
H91	West		N	Knowles Dr. Ext.	W. of Mangold Dr.	SH 130 NB FR	0.04	2	Min. Collector 2U	2U
H92	West		N	SH 130 NB FR	Existing NB FR	Existing NB FR	0.62	2	OW Frontage Road	2U
H93	West		N	SH 130 SB FR	Existing SB FR	Existing SB FR	0.64	2	OW Frontage Road	2U
H94	West		N	Spotted Fawn Dr	W. City Limits	Winterfield Dr. Ext.	0.04	2	Min. Collector 2U	2U
H95	West		N	Winterfield Dr. Ext.	Kirkhill St.	S. City Limit	0.08	3	Collector 3U	3U
H96	West		N	Riverwalk Dr.	Chris Kelley Blvd.	W. City Limit	0.18	3	Collector 3U	2U
H97	West		N	Great Western Dr.	Chris Kelley Blvd.	W. City Limit	0.02	2	Min. Collector 2U	2U
H98	West		N	Riverwalk Dr.	E. of Creston	E. City Limit	0.22	3	Collector 3U	3U
H99	West	X	N	CR 138 Ext.	CR 197	E. City Limit	0.18	3	Collector 3U	3U
H100	West	X	N	CR 138 Ext.	Wilco Hwy.	N. of Elm Crk.	0.30	3	Collector 3U	3U

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Project #	Service Area	Shared Serv Area	New/ Recoup	Project	From	To	Length (mi)	Added lanes	Thoroughfare Section	T. Plan
Continued from previous page										
H101	West	X	N	CR 138 Ext.	Wilco Hwy.	S. City Limit	0.48	3	Collector 3U	3U
H103	West	X	N	SH 130 NB FR	Existing NB FR	N. City Limit	0.83	2	OW Frontage Road	2U
H104	West	X	N	Schneider Ext.	Innovation Blvd.	SH 130 NB FR	0.18	3	Collector 3U	3U

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Projected Vehicle-Miles Capacity Available for New Growth

The vehicle-miles of new capacity supply were calculated like the vehicle-miles of existing capacity supplied. The equation used was:

Vehicle-Miles of New Capacity Supplied = *Link capacity per peak hour per lane*
x Num. of lanes within Service Area
x Length of segment (miles)

Vehicle-miles of new supply provided by the CIP are listed Table 11. While the projects have not been built, there are system deficiencies (by service area) that have been removed from the total supply to properly account for new "net" availability. **Appendix E** details capacity calculations provided by the CIP program.

Table 11: Vehicle-Miles of New Capacity Supplied

Service Area	Capacity Supplied by CIP (veh-miles)	Existing Deficiencies (veh-miles)	Net Capacity Supplied by CIP (veh-miles)
North	5,902	176	5,726
East	15,340	441	14,899
South	10,828	221	10,607
West	7,711	881	6,740
Total	**39,781**	**1,719**	**37,972**

Cost of Roadway Improvements

The total and net cost to implement the roadway improvements plan projects by service area is shown in Table 12. If traffic exists on proposed CIP project roadways or there are any deficiencies present in each respective service area, the total system cost is adjusted to reflect the net capacity being made available by the impact fee program. In other words, only the unused portion of the CIP and its associated costs are considered eligible. A detailed listing by project segment in each service area can be found in **Appendix F**.

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Table 12: Summary of Roadway Improvements Plan Cost Analysis

Service Area	Actual Cost of Proposed Impact Fee Program	Cost of CIP (Net Capacity Supplied) Attributable to New Development	CIP Finance Cost Attributable to New Development
North	$23,899,593	$23,186,898	$11,608,285
East	$63,150,896	$61,335,410	$30,706,266
South	$39,144,493	$38,345,552	$19,199,995
West	$34,923,578	$30,525,862	$15,282,314
Total	**$161,118,560**	**$153,393,722**	**$76,796,860**

State law is specific in identifying that only the portion of the CIP necessitated and attributable to new development is eligible for cost recovery. For example, if only 60% of the net service units supplied by the CIP are needed in the next 10 years, only 60% of the cost (credited at 50% per legislative requirements) may be considered in the calculation of fees. All the capacity provided by the impact fee CIP will be necessitated to address future growth over the 10-year planning period. The cost attributable to new growth is $153.3 million and represents the citywide cost to implement projects on the impact fee program.

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7. Calculation of Impact Fees

This chapter discusses the calculation of the cost per service unit and the calculation of roadway impact fees. The transportation impact fee will vary by the land use, service area, and size of the development. Examples are included to better illustrate the method by which the transportation impact fees are calculated.

Calculation of Transportation Impact Fees

The calculation of transportation impact fees for new development involves a two-step process. Step one is the calculation of the total number of service units that will be generated by the development. Step two is the calculation of the impact fee due to the new development.

Step 1: Determine number of service units (vehicle-miles) generated by the development using the equivalency table.

No. of Development Units	*x*	*Vehicle-miles per development unit*	=	*Development's Vehicle-miles*

Step 2: Calculate the impact fee based on the fee per service unit for the service area where the development is located.

Development's Vehicle-miles	*x*	*Fee per vehicle-mile*	=	*Impact Fee due from Development*

Example Fee Calculations

The following fees would be assessed to new developments if the cost per service unit were retained from the 2018 study with adopted rates of $784.31 per service unit for residential development and $400.00 per service unit for non-residential development.

Single-Family Dwelling
1 dwelling unit x 4.31 vehicle-miles/dwelling unit = 4.31 vehicle-miles
4.31 vehicle-miles x $784.31.00 /vehicle-mile = $3,380.37

10,000 square foot (s.f.) Office Building
10 (1,000 s.f. units) x 8.64 vehicle-miles/1,000 s.f. units = 86.40 vehicle-miles
86.40 vehicle-miles x $400.00 /vehicle-mile = $34,560.00

10,000 s.f. Retail Center
10 (1,000 s.f. units) x 6.16 vehicle-miles/1,000 s.f. units = 61.60 vehicle-miles
61.60 vehicle-miles x $400.00 /vehicle-mile = $24,640.00

100,000 s.f. Industrial Development
100 (1,000 s.f. units) x 3.66 vehicle-miles/1,000 s.f. units = 366.00 vehicle-miles
366.00 vehicle-miles x $400.00/vehicle-mile = $146,400.00

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CIP Cost Attributable to New Development

The total cost of the CIP projects within the City of Hutto limits (see Table 12), including study update costs, are estimated at $161,118,560. If traffic exists on proposed CIP project roadways or there are any deficiencies present on the current network, the total cost of the CIP projects is adjusted to reflect the net capacity being made available by the CIP.

Cost to meet Existing Utilization

By comparing the net capacity added by the CIP to the total vehicle-miles of capacity added by the CIP, the total CIP project costs that serve existing traffic can be identified. This will allow for the exclusion of the CIP project costs attributable to existing usage and deficiencies. This was calculated by the following equation:

> *Cost to meet Existing Utilization = 1- (Net Capacity Added by the CIP / Total Vehicle-Miles of Capacity added by the CIP)*

Overall, about 4.55%, or $7,330,894 of CIP costs are attributable to existing traffic.

Portion of CIP Cost Attributable to New Development

To ensure that the vehicle-miles added by the Transportation Impact Fee CIP do not exceed the amount needed to accommodate growth beyond the ten-year window, a comparison of the two values was performed. If the amount of vehicle-miles added by the Transportation Impact Fee CIP exceeds the projected growth in the next 10 years, the Transportation Impact Fee CIP cost is reduced accordingly. This is determined by the following equation:

> *Portion of CIP Attributable to New Development = Projected 10-year Vehicle - Miles of Demand / Net Capacity Added by the CIP*

Chapter 395 requires this calculation to ensure that the capacity added is attributable to new growth and is limited to 100%. In this case, 100% of the CIP is attributable to new development over 10 years. Overall, that cost of net capacity supplied that is attributable to new growth is $153,393,722.

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Table 13: CIP Cost Attributable to New Development

Line		North	East	South	West
1	Total Veh-Miles of Capacity Added by CIP	5,902	15,340	10,828	7,711
	(Projected Veh-Miles of New Capacity)				
2	Total Veh-Miles of Existing Demand on CIP Roads	0	0	0	90
	(Veh-Miles of Existing Demand on CIP Roadways)				
3	Total Veh-Mile of Deficiencies on Existing Roads	176	441	221	881
	(Excess Capacity and Deficiencies)				
4	Net Veh-Mile Capacity Added by CIP	5,726	14,899	10,607	6,740
	(Line #1 - Line #2 - Line #3)				
5	Total Eligible Cost of CIP in Service Area	$23,899,593	$63,150,896	$39,144,493	$34,923,578
	(From Planning Level Cost Estimates)				
6	Cost of Net Capacity Supplied	$23,186,898	$61,335,410	$38,345,552	$30,525,862
	(Net of Capacity Added/Total of Capacity Added) x CIP Cost or (Line #4 / Line #1) x (Line #5)				
7	Cost to Meet Existing Needs and Usage	$712,695	$1,815,485	$798,941	$4,397,717
	(Total Cost of CIP-Cost of Net Capacity Supplied) – Line #5 - Line #6				
8	Total Veh-Mile of New Demand Over 10 Years	11,592	77,337	14,706	40,712
	(Projected Vehicle-Miles of New Demand)				
9	Portion of CIP Attributable to New Growth	97.0%	97.1%	98.0%	87.4%
	(Total of New Demand/Net Amount of Capacity Added) – Line #4 / Line #1				
10	Net Portion of CIP Attributable to New Growth	100.0%	100.0%	100.0%	100.0%
	(Total of New Demand/Net Amount of Capacity Added) – Line #8 / Line #4; Max 100%				
11	Cost of CIP Attributable to New Growth	$23,186,898	$61,335,410	$38,345,552	$30,525,862
	(Cost of Net Capacity Supplied x Pct. Attributed to New Growth) - Line #6 x Line #9				

Finance Costs Attributable to New Development

Freese and Nichols developed the impact fee determination method using a financial model that fully recognizes the requirements of Chapter 395, including the recognition of cash and/or debt financing, interest earnings, fund balances, and applicable credits associated with the use of ad valorem taxes.

The assumptions employed in the maximum assessable impact fee determination provide a reasonable basis for forecasting; however, it must be emphasized that these assumptions may not necessarily reflect actual future conditions. To address this, Chapter 395 requires the monitoring of impact fees through the Impact Fee Advisory Committee and allows for the option to update or revise impact fees to reflect the actual implementation of the impact fee program.

Once the cost of capacity added that is attributable to growth (Table 16 - line 11) is determined, it must then be decided how the cost will be financed: cash and/or debt. It was determined that the

projects included in Hutto's Transportation Impact Fee CIP had no prior funding. Based on discussions with City staff, it is assumed that the City will debt-finance 50% of the future project costs and cash finance 50%. For debt financing, the cost of financing is based on the City staff's estimates of future debt costs for bonds issued with 30-year terms. The model assumed bond issuance costs to be 2%.

Currently, the exact timing and annual level of capital expenditures over the 10-year forecast is indeterminate; therefore, it is assumed that capital expenditures will occur in equal amounts over the next ten-year program period. It is also assumed that for debt-financed capital projects, the City will expend debt proceeds over a 2-year period. For the purpose of calculating the maximum assessable impact fee, debt is assumed to be issued in equal amounts for each year. Because of the 10-year forecast limitation and to recognize the full amount of debt to be issued for the cost of capacity added that is attributable to growth during the 10-year period, a portion of year 9 and all of year 10 bond proceeds are assumed to be spent fully in year 10.

Overall, $76,796,860 in CIP finance costs are attributable to new development.

Interest Earnings

Because debt is issued over 30-year terms and impact fees developed herein are to be charged over a 10-year period, sufficient fund balance must be generated to meet the future debt service obligations. Because of the generation of the fund balance, excess monies will be available for interest earnings. Chapter 395 states that interest earnings are funds of the impact fee account and are to be held to the same restrictions as impact fee revenues. However, chapter 395 does not require the upfront recognition of interest earnings in the impact fee determination; therefore, in this case, interest earnings will not factor into the impact fee.

Net CIP Costs Attributable to New Development

The net CIP costs attributable to new development is the total CIP project costs (including financial costs) that may be recovered through impact fees. This is determined by the following equation:

> *Net Portion of CIP Attributable to New Development = Total Cost of the CIP Projects - Cost to meet Existing Utilization x Portion of CIP Cost Attributable to New Development + Finance Costs - Interest Earnings*

As shown in Table 14, CIP costs attributable to new development are a net of $153,393,722 for all sectors.

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Maximum Cost per Service Unit without Credits

The maximum cost per service unit (i.e., vehicle-mile) before credits is determined by the following equation:

> *Maximum Cost per Service Unit without Credits= Net CIP Cost Attributable to New Development / Projected 10-year Vehicle-Miles of Demand*

As shown in Table 14, the maximum impact fee per vehicle-mile without the ad valorem tax credit is $3,002 in the North sector, $1,190 in the East, $3,913 in the South, and $1,125 in the West, or an average of $2,308 between all sectors. Lines 1-7 of this matrix are shown in Table 13.

Table 14: Calculation of Maximum Cost per Service Unit Without Credits

Line		North	East	South	West
8	Total Veh-Mile of New Demand Over 10 Years	11,592	77,337	14,706	40,712
	(Projected Vehicle-Miles of New Demand)				
9	Portion of CIP Attributable to New Growth	97.0%	97.1%	98.0%	87.4%
	(Total of New Demand/Net Amount of Capacity Added) – Line #4 / Line #1				
10	Net Portion of CIP Attributable to New Growth	100.0%	100.0%	100.0%	100.0%
	(Total of New Demand/Net Amount of Capacity Added) – Line #8 / Line #4; Max 100%				
11	Cost of CIP Attributable to New Growth	$23,186,898	$61,335,410	$38,345,552	$30,525,862
	(Cost of Net Capacity Supplied x Pct. Attributed to New Growth) - Line #6 x Line#9				
12	Financed CIP Cost Attributable to New Growth	$11,608,285	$30,706,266	$19,199,995	$15,282,314
	(Cost of debt Service from eligible projects)				
13	Interest Earnings	$0	$0	$0	$0
	Not factored in credit analysis				
14	Net Cost Attributable without Credits	$34,795,183	$92,041,677	$57,545,547	$45,808,176
	(Cost of CIP Attributable to New Growth + Financed CIP Costs Attributable to New Growth) – Line #11 + Line #12				
15	Maximum Cost Per Service Unit Without Credits	$3,002	$1,190	$3,913	$1,125
	(Net Cost Attributable Without Credits/Total Veh-Mile of New Demand Over 10 Years) – Line #14/Line #8				

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Ad Valorem Tax Credit

Freese and Nichols performed a credit analysis to identify the impact fee credit for ad valorem tax revenue. Chapter 395 requires a plan for awarding either a credit for the portion of ad valorem tax and/or utility service revenues generated by new service units during the program period that are used for payment of improvements that are included in the Transportation Impact Fee. Alternatively, a credit equal to 50% of the total cost of implementing the Transportation Impact Fee may be used. The City has chosen to pursue a credit determination for the portion of ad valorem tax revenues generated by new service units during the program period used for payment of improvements included in the Transportation Impact Fee. It should be noted that the credit is not a determination to recognize the total ad valorem tax revenue generated by new service units but is only a credit for the portion of ad valorem tax revenue that is used for payment of improvements that are included in the Transportation Impact Fee. Theoretically, the credit determination could be zero ($0) if the City does not utilize any of the new service unit ad valorem tax revenue to fund improvements that are included in the Transportation Impact Fee.

However, to be conservative and recognize potential cash flow issues that can occur with the funding of major capital improvement projects, it is assumed that the cash-funded projects (50% of the improvement costs included in the Transportation Impact Fee) could potentially be funded by ad valorem tax revenue. Since payments made through ad valorem tax revenue will consist of not only the revenue generated by new service units in the defined service area but also existing property owners throughout the City, the portion attributable to the new service units in the defined service area must be isolated.

Overall, ad valorem tax revenue credited against CIP costs must be $19,806,134.

Recoverable CIP Costs

The recoverable CIP costs include the total CIP costs after excluding the ad valorem tax revenue. It is determined by the following equation:

Recoverable CIP Costs= Net CIP Cost Attributable to New Development - Ad Valorem Tax Credit

The recoverable CIP costs are $32,173,933 in the North sector, $84,231,695 in the East, $53,630,473 in the South, and $40,348,348 in the West, with a total of $210,384,449 between all sectors.

Maximum Cost per Service Unit with Credits

The maximum cost per service unit (i.e., vehicle-miles) with credits is determined by the following equation:

Maximum Cost per Service Unit with Credits= Recoverable CIP Costs / Projected 10-year Vehicle-Miles of Demand

As shown in Table 15, the maximum assessable impact fee per vehicle-mile is $2,776 in the North sector, $1,089 in the East, $3,647 in the South, and $991 in the West.

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Table 15: Calculation of Maximum Cost per Service Unit

Line		North	East	South	West
8	Total Veh-Mile of New Demand Over 10 Years	11,592	77,337	14,706	40,712
11	Cost of CIP Attributable to New Growth	$23,186,898	$61,335,410	$38,345,552	$30,525,862
14	Net Cost Attributable without Credits	$34,795,183	$92,041,677	$57,545,547	$45,808,176
15	Maximum Cost per Service Unit without Credits	$3,002	$1,190	$3,913	$1,125
16	CIP Credit for Ad Valorem Taxes	$2,621,250	$7,809,982	$3,915,074	$5,459,828
17	Recoverable CIP Costs	$32,173,933	$84,231,695	$53,630,473	$40,348,348
18	Maximum Cost per Service Unit with Credits	**$2,776**	**$1,089**	**$3,647**	**$991**

Cost Per Service Unit

The cost per service unit is calculated by dividing the cost of the CIP necessitated and attributable to new demand (net cost) by the projected service units of growth over the 10-year planning period.

The cost per service unit varies by service area because of variations in costs in the CIP, projected growth and the number of service units necessitated by new growth between service areas. Where the net capacity supplied exceeds demand, the cost per service unit is simply the cost of the net capacity divided by the number of service units provided. In this case, only the portion of the CIP necessitated by new development is used in the calculation. If the net capacity supplied is *less* than the projected new demand, the result is a decrease in the cost per service unit because such cost is spread over the larger number of service units of growth.

Table 16 lists the results of the cost per service unit calculation by service area. The actual cost per service unit reflects the true burden on the City to implement the roadway capital improvements program. As per state law, a credit for the portion of ad-valorem tax revenues generated by improvements over the program period or a credit equal to 50% of the total projected cost of implementing the capital improvements plan must be given. Based on this analysis, the maximum collection rate reflects the maximum amount per service unit that can be charged to follow the state statute.

Table 16: Cost Per Service Unit Summary

Service Area	Full Cost Per Service Unit	Credited Maximum Cost per Service Unit
North	$3,002	$2,776
East	$1,190	$1,089
South	$3,913	$3,647
West	$1,125	$991

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8. Conclusions

Chapter 395 authorizes the assessment and collection of impact fees in Texas for roadway related capital improvements that must be met to assess and collect impact fees. This study was conducted to meet the requirements of Chapter 395 in updating the Transportation impact fee program for the City of Hutto.

Hutto's previous impact fee program included one transportation service area. Four service areas were created for this update. This service area structure was configured so that no point is greater than the six-mile maximum set forth by law. The six-mile limit ensures that roadway improvements are near the development paying the fees that it serves.

Vehicle-miles of travel in the PM peak hour was retained as the service unit for calculating and assessing impact fees. Vehicle-miles establish a relationship between the intensity of land development and the demand on the roadway system using published trip generation data and average trip length. The PM peak hour is used as the time for assessment because typically the greatest demand for roadway capacity occurs during this hour. Also, roadways are sized to meet this demand and roadway capacity can be defined hourly.

The service units (vehicle-miles) for new development are a function of trip generation and the average trip length for specific land uses. Trip generation information was based on data published by the Institute of Transportation Engineers as reported in the initial study. Where appropriate, trip generation rates were adjusted to reflect the primary trip purpose. This ensures that new developments are assigned for the portion of trips associated with that specific development. Average trip length data was based on information compiled by CAMPO and based on data from the regional travel demand model and statistics from the US Census Bureau National Workplace Survey and tailored to Hutto.

The result of combining trip generation and trip length information is an equivalency table that establishes a service unit rate for various land uses. Separate rates were established for specific land uses within the broader categories of residential, community, industrial and institutional uses.

An analysis of existing conditions revealed that the current roadway system provides over 33,932 vehicle-miles of capacity. The existing demand placed on the system was determined to be 22,602 vehicle-miles. Evaluation of the existing roadway system found 1,719 vehicle-miles of deficiencies on the existing roadway network.

Projected growth, in terms of vehicle-miles over the 10-year planning period, was based on population and employment data that was prepared in the Land Use Assumptions for Roadway Impact Fees dated March 2024 by the City Planning Department. Based on this growth, the projected vehicle-miles growth was calculated to be 144,347.

The transportation impact fee CIP was amended to incorporate the entire network to system buildout. Projects eligible for this CIP include arterial and collector streets designated on the City's officially adopted Thoroughfare Plan. Developer funded roadways are not eligible for inclusion in calculating impact fees. Eighty-three project segments totaling $161 million, were included in this program amendment. The net cost of capacity is $153 million. Debt service totaling almost $77 million is eligible for inclusion into the program. A credit analysis to determine the portion of ad

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valorem tax revenues generated by new growth of the ten-year planning period was conducted. About $20 million systemwide was deducted from roadway costs. The credited cost attributable to new growth systemwide is $ 210 million. The recommended CIP program will provide 37,972 net vehicle-miles of new capacity.

The *actual* cost per service unit was calculated to be between $3,913 and $1,125 and was based on the total cost of net capacity supplied by CIP and the demand attributable to new development over the 10-year planning period. State legislation requires that a credit for the portion of ad-valorem tax revenues generated by improvements over the program period, or a credit equal to 50% of the total projected cost of implementing a roadway impact fee capital improvements program be given. Based on the credit analysis, the credited maximum cost per service unit ranges between $991.00 and $3,647.00.

The determination of the impact fee due from new development is based upon the size and type of development, its associated service unit generation (equivalency table) and the cost per service unit derived or adopted for each service area.

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Appendix A: Transportation Impact Fee Definitions

Average Trip Length - the average actual travel distance between two points. The average trip length by specific land use varies.

Diverted Trip - like pass-by trip, but a diversion is made from the regular route to make an interim stop.

Impact Fee - a charge or assessment imposed by a city against new development to generate revenue for funding or recouping roadway improvements necessitated and attributable to new development.

Land Use Equivalency – correlation of a land use to the rate of vehicle miles CIP of network capacity it would consume.

Maximum Fee Per Service Unit - the highest impact fee that may be collected by the city per vehicle-mile of supply. Calculated by dividing the costs of the capital improvements by the total number of vehicle-miles of demand expected in the 10-year planning period.

Pass-by Trip - a trip made as an intermediate stop on the way from an origin to a primary trip destination. For example, a stop at a convenience store on the way to office from home.

PM Peak Hour - the hour when the highest volume of traffic typically occurs. Data collection (May 2019) revealed the peak hour of travel between 5:00 and 6:00 pm for Rockwall.

PM Peak Hour Traffic Counts - the number of vehicles passing a certain point during the peak hours of travel. Traffic counts are conducted during the PM peak hour because the greatest demand for roadway capacity occurs during this hour.

Primary Trip - a trip made for the specific purpose of visiting a destination, for example, from home to office.

Roadway Demand - the demand placed on the roadway network because of development. Determined by multiplying the trip generation of a specific land use by the average trip length.

Roadway Supply (or Capacity) - the number of service units provided by a segment of roadway over a period of time. Determined by multiplying the lane capacity by the roadway length.

Service Area - the area within the city boundaries to be served by capital improvements. Criteria for developing the service area structure include; 1) restricted to six-mile limit by legislation (to ensure proximity of roadway improvements to development), 2) conforms to census or forecast model boundaries, 3) projects on CIP as boundaries, 4) effort to match roadway supply with projected demand, or 5) city limit boundaries.

Service Unit - a measure of use or generation attributable to new development for roadway improvements. Also used to measure supply provided by existing and proposed roadway improvements.

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Trip - a single, one-direction vehicle movement from an origin to a destination.

Trip Generation - the total trip ends for a land use over a given period or the total of all trips entering and exiting a site during that designated time. Used in the development of the land use equivalency table for Rockwall. Based primarily on data prepared by the Institute of Transportation Engineers (ITE).

Vehicle - for impact fee purposes, any motorized appurtenance that carries passengers and/or goods on the roadway system during peak periods of travel.

Vehicle-mile - a unit used to express both supply and demand provided by, and placed on, the roadway system. A combination of the number of vehicles traveling during a given time period and the distance in which these vehicles travel in miles.

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Appendix B: Land Use Definitions

Residential

Single-Family Detached - Any single-family detached home on an individual lot is included in this category. A typical example of this land use is a home in a suburban subdivision. Also included are duplex residential units and manufactured homes and other residential land uses not specified above.

Multi-Family - This land use includes both low-rise ("walk-up" dwellings) and high-rise multi-family apartments. An apartment is defined as a dwelling unit that is located within the same building with three or more dwelling units. Also included in this land use are residential condominiums, townhomes, triplex and quadplex units. Residential condominiums and townhomes are defined as single-family units that have at least one other single-family unit within the same building structure.

Independent Senior Living Facility - Retirement communities - restricted to adults or senior citizens - contain residential units like apartments or condominiums and are usually self-contained villages. They may also contain special services such as medical facilities, dining facilities, and some limited supporting retail facilities.

Office (Service)

General Office Building - A general office building houses one or more tenants and is the location where affairs of a business, commercial or industrial organization, and professional activity are conducted. The building or buildings may be limited to one tenant or contain a mixture of tenants including professional services, insurance companies, investment brokers, company headquarters, and services for the tenants such as a bank or savings and loan, a restaurant or cafeteria, and several retail facilities. Also included in this category are office parks, and other office uses not specified above.

Medical Office Building – A building that provides diagnoses and outpatient care on a routine basis but is unable to provide prolonged in-house medical and surgical care. One or more private physicians or dentists operate this type of facility.

Commercial/Retail

General Retail – General retail includes a variety of land uses that include shopping centers, home improvement stores, hardware stores selling a complete assortment of food, household goods and materials, apparel, servicing items. A shopping center is an integrated group of commercial establishments that is planned, developed, owned, and managed as a unit. It is related to its market area in terms of size, location, and type of store. Shopping centers provide on-site parking facilities. Some centers may include non-merchandising uses such as small office professional services, post offices, banks, health clubs, video rentals, and recreational facilities such as ice-skating rinks or video arcades.

Restaurant - This land use consists of sit-down eating establishments. Quality and high-turnover (sit-down) restaurants are included in this category. Quality restaurants usually

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have a turnover rate of at least one hour or longer. The turnover rate for a high-turnover (sit-down) restaurant is usually less than one hour.

Fast Food Restaurant - This category includes fast food restaurants with or without drive-through windows, such as McDonalds, Burger King, Dunkin Donuts, and Taco Bell. Some establishments may include an indoor or outdoor playground.

Convenience Store/Gas Station - Any convenience market that sells convenience foods, newspapers, magazines, and often, beer and wine and may have gasoline pumps. Gas stations are located at intersections or freeway interchanges and may include facilities for servicing, repairing, fueling motor vehicles and may have convenience stores. Convenience stores/gas stations that have a fast-food restaurant contained within should be calculated on a separate basis based on the appropriate independent variable.

Bank - This land use includes walk-in and drive-in banks. Walk-in banks are free-standing buildings with their own parking lots. These banks do not have drive-in windows. Drive-in banks provide banking facilities for the motorist while in a vehicle; many also serve patrons who walk into the building. Savings and loan companies should also be included in this category.

Hotel/Motel – A place of lodging that provides sleeping accommodations, small restaurants, lounges, and meeting spaces. Some hotels or motels may provide banquet rooms or other retail and service shops.

Furniture and Appliance Sales - A store specializing in the sale of furniture, household appliances and goods and often, carpeting.

Theater – This land use consists of a movie or live theater and contains audience seating, single or multiple auditoriums, lobby, offices and refreshment stands.

Self-Storage Facilities - A self-serve storage unit or vault that is rented for the storage of goods. Each unit is physically separated from other units and access is usually provided through an overhead door or other common access point.

Industrial (Basic)

General Industrial – General industrial includes a variety of land uses such as light industrial, manufacturing, salvage, facilities for preparation/assembly and warehouse/distribution of goods. Other uses include materials testing laboratories, high-tech facilities and assemblers of technical equipment. Most facilities are free standing and devoted to a single use. Also included in this category are any other industrial uses not specified above.

Manufacturing – Facilities where the primary activity is the conversion or fabrication of raw materials to finished products. In addition to production of goods, manufacturing facilities may also have ancillary office, warehouse and associated functions.

Warehousing – These facilities are primarily devoted to the storage of materials. These

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facilities differ from mini warehouse in that they are generally not self-service in nature.

Institutional

Private School - Private schools serve students between the kindergarten and middle school or high school levels. Private schools are usually centrally located in residential communities to facilitate student access and have no student drivers.

Community College - Community college provides two and four-year advanced degrees. Vocational and technical schools are other uses that may fall under this category.

Day Care Center - A day care center is a facility where care for pre-school age children is provided, normally during the daytime hours. Day care facilities include classrooms, offices, eating areas, and playgrounds. Some centers also provide after-school care for older children.

Hospital - A hospital is any institution where medical or surgical care is given to non-ambulatory and ambulatory patients, and overnight accommodations are provided.

Nursing Home - A nursing home is any facility whose primary purpose is to care for persons who are unable to care for themselves. The term applies to rest homes, chronic care, and convalescent homes.

Religious Facilities – Churches, synagogues or houses of worship that provide public worship services, and house an assembly hall or sanctuary, meeting rooms, classrooms, and occasionally dining, catering, or party facilities.

Activity Centers – A recreational center or private club such as a YMCA that may offer classes and clubs for adults and children; a day care or a nursery school, meeting rooms, swimming pools and whirlpools; saunas, tennis, racquetball and handball courts, exercise classes, weightlifting equipment and locker rooms. Some may offer a small restaurant or snack bar within.

U.S. Post Office – A building that contains service windows for mailing packages and letters, post office boxes, offices, sorting and distributing facilities for mail and vehicle storage areas.

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Appendix C: Calculation of Vehicle-Miles of New Demand

Vehicle-Mile Trip Generation by Service Area, Hutto Impact Fee Study

Based on 2024-2034 Land Use Assumptions dated March 2024

Service Unit Equivalency

Residential	4.31	Service Emp	8.64
Basic Emp	3.66	Retail Emp	6.16

Estimated Residential Growth Vehicle-Mile Trip Generation

Conversion Factor: 3.50 2020 persons/household

Service Area	Added Population	Added Dwelling Units	Vehicle-Miles per DU	Total Vehicle-Miles
North	5,122	1,463	4.31	6,306
East	21,252	6,072	4.31	26,170
South	6,770	1,934	4.31	8,336
West	8,996	2,570	4.31	11,077
Total	42,140	12,039		51,889

Estimated Basic Employment Growth Vehicle-Mile Trip Generation

Conversion Factor: 1,200 square feet/employee

Service Area	Added Employees	Total Square Feet	Vehicle-Miles per 1,000 Sq Ft	Total Vehicle-Miles
North	316	379,200	3.66	1,388
East	10,358	12,429,600	3.66	45,492
South	501	601,200	3.66	2,200
West	1,704	2,044,800	3.66	7,484
Total	12,879	15,454,800		56,564

Estimated Service Employment Growth Vehicle-Mile Trip Generation

Conversion Factor: 350 square feet/employee

Service Area	Added Employees	Total Square Feet	Vehicle-Miles per 1,000 Sq Ft	Total Vehicle-Miles
North	1,021	357,350	8.64	3,088
East	1,340	469,000	8.64	4,052
South	1,262	441,700	8.64	3,816
West	5,505	1,926,750	8.64	16,647
Total	9,128	3,194,800		27,603

Estimated Retail Employment Growth Vehicle-Mile Trip Generation

Conversion Factor: 500 square feet/employee

Service Area	Added Employees	Total Square Feet	Vehicle-Miles per 1,000 Sq Ft	Total Vehicle-Miles
North	263	131,500	6.16	810
East	527	263,500	6.16	1,623
South	115	57,500	6.16	354
West	1,787	893,500	6.16	5,504
Total	2,692	1,346,000		8,291

Total Vehicle-Mile Generation Summary

Service Area	Residential Growth Vehicle-Miles	Basic Emp Growth Vehicle-Miles	Service Emp Growth Vehicle-Miles	Retail Emp Growth Vehicle-Miles	Total Growth Vehicle-Miles
North	6,306	1,388	3,088	810	**11,592**
East	26,170	45,492	4,052	1,623	**77,337**
South	8,336	2,200	3,816	354	**14,706**
West	11,077	7,484	16,647	5,504	**40,712**
Total	51,889	56,564	27,603	8,291	**144,347**

Appendix D: Existing Capital Improvements

Definitions

LANES	The total number of lanes in both directions available for travel.
TYPE	The type of roadway (used in determining capacity): DA = divided arterial UA = undivided arterial UC = undivided collector
PK-HR VOLUME	The existing volume of cars on the roadway segment traveling during the afternoon (P.M.) peak hour of travel. A and B indicate the two directions of travel. Direction A is a northbound or eastbound and direction B is southbound or westbound. If only one half of the roadway is located within the service area (see % in service area), the opposing direction will have no volume in the service area.
% IN SERVICE AREA	If the roadway is located on the boundary of the service area (with the city limits running along the centerline of the roadway), then half of the roadway is inventoried in the service area and the other half is not. This value is either 50% or 100%.
VEH-MI SUPPLY PK-HR	The number of total service units (vehicle-miles) supplied within the service area, based on the length and established capacity of the roadway type.
VEH-MI TOTAL DEMAND PK-HR	The total service unit (vehicle-mile) demand created by existing. traffic on the roadway segment in the afternoon peak hour.
EXCESS CAPACITY PK-HR VEH-MI	The number of service units supplied but unused by existing traffic in the afternoon peak hour.
EXISTING DEFICIENCIES PK-HR VEH-MI	The number of service units of demand in excess of the service units supplied.

NOTE: Excess capacity and existing deficiencies are calculated separately for each direction. It is possible to have excess capacity in one direction and an existing deficiency in the other. When both directions have excess capacity or deficiencies, the total for both directions are presented.

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Hutto Roadway Impact Fee Study Update
Existing Capital Improvements Analysis

Serv Area	Shared Svc Area	Roadway	Discount Deficiencies	From	To	Length (ft)	Length (mi)	No. of Lanes	Type	PM Peak Hr Capacity/Lane	Pct. in Serv. Area	Peak Hour Volume A	B	Total	VMT Supply Pk Hr Total	VMT Demand Pk Hr Total	Excess VMT Capacity	Exist. VMT Deficiency
North		Chandler Road	N	W. City Limits	FM1660	1205	0.23	2	UA	585	100%	585	475	1,060	267	242	25	0
North	E	FM1660	N	Water Tower	Destiny Ln	1074	0.20	2	UA	585	50%	0	101	101	119	21	98	0
North	E	FM1660	N	CR100	N. of Jacobs Well Dr	3115	0.59	2	UA	585	50%	0	101	101	345	60	286	0
North		Emory Crossing Blvd	N	E. of Ed Schmidt	Oconee St	950	0.18	2	UC	475	100%	81	73	154	171	28	143	0
North	X	CR108 (Innovation Blvd)	N	CR109	S. of Raintree Rd	2612	0.49	2	UC	475	50%	240	0	240	235	119	116	0
North	W	Limmer Loop	N	Innovation Blvd. (CR108)	Ed Schmidt Blvd.	3722	0.70	2	UA	585	50%	0	756	756	412	533	0	121
North	W	Limmer Loop	N	W. of Anderson St.	E. of Adriana Ln	2550	0.48	2	UA	585	50%	0	700	700	283	338	0	56
North	X	Limmer Loop	N	E. of Adriana Ln	FM 1660	1247	0.24	2	UA	585	50%	0	430	430	138	102	37	0
North	E	FM1660	N	Limmer Loop	CR312	3817	0.72	2	UA	585	50%	0	384	384	423	278	145	0
North	E	FM1660	N	CR132	N. of Jacobs Well Dr	2681	0.51	2	UA	585	50%	0	370	370	297	188	109	0
Sub-Total Service Area North							**4.35**								**2,690**	**1,906**	**960**	**176**
East	N	FM1660	N	Water Tower	Destiny Ln	1074	0.20	2	UA	585	50%	82	0	82	119	17	102	0
East	N	FM1660	N	CR100	N. of Jacobs Well Dr	3115	0.59	2	UA	585	50%	82	0	82	345	48	297	0
East	N	FM1660	N	Limmer Loop	CR312	3817	0.72	2	UA	585	50%	613	0	613	423	443	0	20
East	N	FM1660	N	CR132	N. of Jacobs Well Dr	2681	0.51	2	UA	585	50%	326	0	326	297	166	132	0
East		Main Hippo Dr	N	FM1660	Destiny Ln	935	0.18	2	UC	475	100%	177	62	239	168	42	126	0
East		Sweetwater Creek	N	Destiny Ln	End of The Meadows Dev.	1665	0.32	2	UC	475	100%	161	41	202	300	64	236	0
East		CR133	N	S. of CR394	S. City Limit	4001	0.76	2	UA	585	100%	56	47	103	887	78	809	0
East		CR133	N	N. City Limit	CR132	1244	0.24	2	UA	585	100%	56	47	103	276	24	251	0
East		CR132	N	CR133	S. City Limit	4651	0.88	2	UA	585	100%	95	85	180	1,031	159	872	0
East		Limmer Loop	N	W. of Carol Dr	E. of Kates Way	1050	0.20	2	UA	585	100%	100	80	180	233	36	197	0
East		CR132	N	Mager Ln	Limmer Loop	1952	0.37	2	UC	475	100%	75	75	150	351	55	296	0
East		Carol Dr	N	Mager Ln	Limmer Loop	2290	0.43	2	UC	475	100%	90	60	150	412	65	347	0
East		Mager Lane	N	FM1660	Carol Dr	6125	1.16	2	UC	475	100%	125	115	240	1,102	278	824	0
East	W	FM1660	N	US79	Mager Lane	3195	0.61	2	UA	585	50%	412	0	412	354	249	105	0
East	W	FM1660	N	Mager Lane	Limmer Loop	2389	0.45	2	UA	585	50%	514	0	514	265	233	32	0
East		US79	N	FM1660	City Limit	2874	0.54	5	SA	650	100%	1,494	1,220	2,714	1,415	1,477	44	106
East		US79	N	FM1660	City Limit	4553	0.86	5	SA	650	100%	1,595	1,371	2,966	2,242	2,558	0	316
East	S	CR132	N	US79	S. City Limit	1476	0.28	2	UC	475	50%	25	0	25	133	7	126	0
Sub-Total Service Area East							**9.30**								**10,351**	**5,999**	**4,794**	**441**
South	W	CR132	N	US79	S. City Limit	1476	0.28	2	UA	585	50%	0	26	26	164	7	156	0
South		Carl Stern	N	FM1660	E. of Branson Blvd.	966	0.18	2	UA	585	100%	210	169	379	214	69	145	0
South	W	FM 1660	N	US79	Orchard Way	1482	0.28	2	UA	585	50%	461	0	461	164	129	35	0
South	W	FM1660	N	Orchard Way	Carl Stern	2529	0.48	2	UA	585	50%	476	0	476	280	228	52	0
South	W	FM1660	N	Carl Stern	CR135	4152	0.79	2	UA	585	50%	496	0	496	460	390	70	0
South		FM1660	N	CR135	CR137	966	0.18	2	UA	585	100%	538	516	1,054	214	193	21	0
South		FM1660	N	CR137	Swindoll Ln (City Limit)	1566	0.30	2	UA	585	100%	115	74	189	347	56	291	0
South		CR137	N	FM1660	Old Co Rd 137	5002	0.95	2	UC	475	100%	531	652	1,183	900	1,121	0	221
Sub-Total Service Area South							**3.44**								**2,743**	**2,194**	**770**	**221**
West	N	Limmer Loop	N	Innovation Blvd. (CR108)	Ed Schmidt Blvd.	3722	0.70	2	UA	585	50%	536	0	536	412	378	35	0
West	N	Limmer Loop	N	W. of Anderson St.	E. of Adriana Ln	2550	0.48	2	UA	585	50%	850	0	850	283	411	0	128
West	E	FM1660	N	US79	Mager Lane	3195	0.61	2	UA	585	50%	0	369	369	354	223	131	0
West	E	FM1660	N	Mager Lane	Limmer Loop	2389	0.45	2	UA	585	50%	0	377	377	265	171	94	0
West	S	FM 1660	N	US79	Orchard Way	1482	0.28	2	UA	585	50%	0	563	563	164	158	6	0
West	S	FM1660	N	Orchard Way	Carl Stern	2529	0.48	2	UA	585	50%	0	582	582	280	279	1	0
West	S	FM1660	N	Carl Stern	CR135	4152	0.79	2	UA	585	50%	0	515	515	460	405	55	0
West		Carl Stern	N	FM1660	Chris Kelly Blvd	6389	1.21	3	SC	525	100%	216	193	409	1,271	495	776	0
West		Carl Stern	N	Chris Kelly Blvd	Cyril Dr	4492	0.85	4	DC	525	100%	360	325	685	1,787	583	1,204	0
West		Carl Stern	N	Cyril Dr	SH130 NBFR	1897	0.36	2	UC	475	100%	404	150	554	341	139	142	0
West		Front Street	N	Jim Cage	FM1660	421	0.08	2	UC	475	100%	336	218	554	76	44	32	0
West		Front Street	N	Carl Stern	Jim Cage	4924	0.93	3	SA	650	100%	151	150	301	1,212	281	932	0
West		Chris Kelly Blvd	N	US79	Carl Stern	1903	0.36	4	DA	650	100%	1,249	1,345	2,594	937	935	18	16
West		Chris Kelly Blvd	N	Carl Stern	Riverwalk Dr	3827	0.72	4	DA	650	100%	1,150	1,325	2,475	1,885	1,794	109	18
West		Chris Kelly Blvd	N	Riverwalk Dr	SH130 NBFR	4730	0.90	4	UA	585	100%	683	835	1,518	2,096	1,360	736	0
West		Knowles Dr	N	Chris Kelly Blvd	Simmental Loop	2195	0.42	2	UC	475	100%	28	54	82	395	34	361	0
West		Riverwalk Dr	N	Chris Kelly Blvd	Creston Dr	2326	0.44	2	UC	475	100%	135	115	250	419	110	308	0
West		CR 138	N	Little Lake Rd	E. of Dana Dr	1055	0.20	2	UA	585	100%	595	378	973	234	194	41	2
West		Wilco Hwy	N	W. of Palo Brea	E. of Pease RiverWay	3071	0.58	3	SA	650	100%	595	378	973	756	566	190	0
West		SH130 NB FR	N	SH130	US79	3500	0.66	2	UA	585	100%	1,035	0	1,035	388	686	0	298
West		SH130 SB FR	N	US79	SH130	3550	0.67	2	UA	585	100%	0	880	880	393	592	0	198
West		Exchange Blvd	N	US79	Live Oak St	1298	0.25	3	SC	525	100%	280	369	649	258	160	99	0
West		Ed Schmidt Blvd.	N	US79	Lowes Driveway	856	0.16	5	SC	525	100%	746	622	1,368	340	222	119	0
West		Ed Schmidt Blvd.	N	Lowes Driveway	Limmer Loop	5322	1.01	3	SC	525	100%	696	572	1,268	1,058	1,278	0	220
West		W. Live Oak St	Y	FM1660	Exchange Blvd	1870	0.35	2	UC	475	100%	144	149	293	336	104	233	*
West		Emory Farms	Y	Ed Schmidt Blvd.	Alliance Blvd.	1560	0.30	2	UC	475	100%	131	92	223	281	66	215	*
West		Schnieder Blvd	Y	Alliance Blvd.	Innovation Blvd.	2130	0.40	3	SC	525	100%	125	88	213	424	86	338	*
West		Innovation Blvd.	N	Limmerman Loop	Schneider Blvd.	3640	0.69	3	SC	525	100%	340	510	850	724	586	138	0
West		Innovation Blvd.	N	Schneider Blvd.	US79	1607	0.30	3	SC	525	100%	209	139	348	320	106	214	0
Sub-Total Service Area West							**15.64**								**18,148**	**12,503**	**6,525**	**881**
Total															***33,932***	***22,602***	***13,049***	***1,719***

Notes:
* denotes deficiencies absorbed through CRF CIP
DA - Divided Arterial
UA - Undivided Arterial
SA - Special Arterial with two-way left turn lane (TWLTL)
DC - Divided collector
UC - Undivided Collector
SC - Special Collector with two-way left turn lane (TWLTL)

Appendix E: Roadway Improvement Plan Projects

Definitions

LANES	The total number of lanes in both directions available for travel.
TYPE	The type of roadway (used in determining capacity): DA = divided arterial SA = special arterial (similar to DA)
PK-HR VOLUME	the existing volumes of cars on the roadway segment traveling during the afternoon (P.M.) peak hour of travel.
% IN SERVICE AREA	If the roadway is located on the boundary of the service area (with the city limits running along the centerline of the roadway), then half of the roadway is inventoried in the service area and the other half is not. This value is either 50% or 100%.
VEH-MI SUPPLY TOTAL	The number of total service units (vehicle-miles) supplied within the service area, based on the length and established capacity of the roadway type.
VEH-MI TOTAL DEMAND PK-HR	The total service unit (vehicle-mile) demand created by existing traffic on the roadway segment in the afternoon peak hour.
EXCESS CAPACITY PK-HR VEH-MI	The number of service units supplied but unused by existing traffic in the afternoon peak hour.
FINANCE COST	Estimate of the cost of financing the cost of project development. Included for recoupment projects along John King Boulevard. Not applied for new recoupment and future projects added under this updated Impact Fee CIP
ROW	Estimated value of private owned right of way needed to be acquired for construction of the roadway improvements.

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Hutto Roadway Impact Fee Study Update

Impact Fee Capital Improvements Plan

50%

Proj No.	CIP Origin	Serv Area	Shared Svc Area	Project Type	Roadway	From	To	Added Lanes	Thoroughfare Section	Type	Pct. in Serv. Area	VMT Supply Pk Hr Total	VMT Demand Pk Hr Total	Excess VMT Capacity	CIP VMT Deficiency	Roadway Costs *Engineering*	Roadway Costs *ROW*	Roadway Costs *Construction*	Total Project Cost	*Serv Area Total Cost*
H1	A22	North	W	N	Limmer Loop	Innovation (CR108)	Ed Schmidt (CR119)	3	Major Arterial 6D	DA	50%	687	0	687	0	$ 171,967	$ 69,800	$ 1,322,825	$ 1,564,592	$1,566,319
H2	A23	North	W	N	Limmer Loop	E. of Ed Schmidt (CR119)	Exchange Blvd.	3	Major Arterial 6D	DA	50%	304	0	304	0	$ 57,385	$ 72,000	$ 441,425	$ 570,810	$571,574
H3	A24	North	W	N	Limmer Loop	Exchange Blvd.	FM 1660	3	Major Arterial 6D	DA	50%	406	0	406	0	$ 800,131	$ 54,950	$ 6,154,850	$ 7,009,931	$7,010,951
H17	A19	North	W	N	FM 1660	Limmer Loop	CR 132	2	Minor Arterial 4D	DA	50%	470	0	470	0	$ 27,210	$ -	$ 209,310	$ 236,520	$237,702
H22	A16	North	E	N	FM 1660	S. of Lavaca River Ln.	S. of CR 100	2	Minor Arterial 4D	DA	50%	555	0	555	0	$ 43,813	$ 6,310	$ 337,020	$ 387,143	$388,538
H24		North	E	N	FM 1660	S. of CR 100	E. of Destiny Ln.	2	Minor Arterial 4D	DA	50%	235	0	235	0	$ 18,623	$ -	$ 143,250	$ 161,873	$162,463
H25		North		N	FM 1660	S. of Chandler Rd.	N. of Chandler Rd.	4	Major Arterial 6D	DA	100%	429	0	429	0	$ 48,799	$ 6,980	$ 375,380	$ 431,159	$432,238
H27		North		N	New Road A	CR 108	City Limit	2	Minor Collector 2U	UC	100%	152	0	152	0	$ 182,286	$ 118,000	$ 1,402,200	$ 1,702,486	$1,702,868
H28		North		N	CR 108	CR 109	New Road	1	Collector 3U	TWLT	100%	50	0	50	0	$ 154,622	$ 13,200	$ 1,189,400	$ 1,357,222	$1,357,348
H29		North		N	CR 109 Ext.	CH108	City Limit	2	Minor Collector 2U	UC	100%	115	0	115	0	$ 138,996	$ 224,000	$ 1,069,200	$ 1,432,196	$1,432,485
H32	A4	North		N	Emory X-ing Blvd.	E. of Flowers Ave.	FM 1660	3	Collector 3U	SC	100%	913	0	913	0	$ 477,581	$ 803,300	$ 3,673,700	$ 4,954,581	$4,956,876
H53		North		N	Ed Schmidt (CR119)	Limmer Loop	N City Limit	4	Major Arterial 6D	DA	100%	1,586	0	1,586	0	$ 448,708	$ 161,100	$ 3,451,600	$ 4,061,408	$4,065,395
		Sub-Total Service Area North										**5,902**	**0**	**5,902**	**0**	**$ 2,570,121**	**$ 1,529,640**	**$ 19,770,160**	**$ 23,869,921**	**$23,884,757**
H4	A25	East		N	Limmer Loop	W. of Irina	Carol Dr.	3	Major Arterial 6D	DA	100%	434	0	434	0	$ 108,986	$ 102,900	$ 838,350	$ 1,050,236	$1,051,326
H5	A26	East		N	Limmer Loop	Carol Dr.	E. of Kates Way	3	Major Arterial 6D	DA	100%	323	0	323	0	$ 61,360	$ 76,600	$ 472,000	$ 609,960	$610,772
H13	A53	East	W	N	FM1660	US79	W. Live Oak	1	Collector 3U	TWLT	50%	21	0	21	0	$ 6,456	$ 2,710	$ 49,660	$ 58,826	$58,879
H14	A21	East	W	N	FM1660	W. Live Oak	Mager Ln. (CR136)	1	Collector 3U	TWLT	50%	36	0	36	0	$ 11,304	$ 4,800	$ 86,950	$ 103,054	$103,144
H15	A20	East	W	N	FM1660	Mager Ln. (CR136)	S. of Limmer Loop	2	Minor Arterial 4D	DA	50%	215	0	215	0	$ 74,578	$ -	$ 573,680	$ 648,258	$648,799
H22	A16	East	N	N	FM 1660	S. of Lavaca River Ln.	S. of CR 100	2	Minor Arterial 4D	DA	50%	555	0	555	0	$ 43,813	$ 6,310	$ 337,020	$ 387,143	$388,538
H24		East	N	N	FM 1660	CR 100	E. of Destiny Ln.	2	Minor Arterial 4D	DA	50%	235	0	235	0	$ 18,623	$ -	$ 143,250	$ 161,873	$162,463
H33	A5	East		N	CR 132	FM 1660	Wren Trial	1	Collector 3U	TWLT	100%	52	0	52	0	$ 95,126	$ 69,000	$ 731,742	$ 895,868	$895,999
H35	A7	East		N	CR 132	Giogio Moroder Dr.	S. of CR 312 Curve	1	Collector 3U	TWLT	100%	19	0	19	0	$ 34,474	$ 10,000	$ 265,188	$ 309,662	$309,710
H35a		East		N	CR 132	S. of CR 312 Curve	E. City Limit	1	Collector 3U	TWLT	100%	24	0	24	0	$ 75,322	$ 12,700	$ 579,400	$ 667,422	$667,482
H35b		East		N	CR 132	E. City Limit	N. of Ottaviano Wa	1	Collector 3U	TWLT	100%	43	0	43	0	$ 132,210	$ 22,500	$ 1,017,000	$ 1,171,710	$1,171,818
H36	A6	East		N	New Road B	CR 312 Curve	N. City Limit	3	Collector 3U	SC	100%	735	0	735	0	$ 385,125	$ 258,700	$ 2,962,500	$ 3,606,325	$3,608,173
H37		East	X	N	New Road B	S. of Main Hippo	FM 1660	3	Collector 3U	SC	50%	292	0	292	0	$ 153,043	$ 102,750	$ 1,177,250	$ 1,433,043	$1,433,777
H38	A3	East		N	Main Hippo	FM 1660	New Road B	2	Minor Arterial 4D	DA	100%	644	0	644	0	$ 254,111	$ -	$ 1,954,700	$ 2,208,811	$2,210,430
H39		East		N	Main Hippo Ext.	E. of New Road B	CR 133	2	Minor Arterial 4D	DA	100%	515	0	515	0	$ 203,372	$ -	$ 1,564,400	$ 1,767,772	$1,769,067
H40		East		N	CR 133	CR 394	City Limit	4	Major Arterial 6D	DA	100%	1,145	0	1,145	0	$ 566,683	$ 209,300	$ 4,359,102	$ 5,135,085	$5,137,964
H41		East		N	CR 133	City Limit	CR 132	4	Major Arterial 6D	DA	100%	314	0	314	0	$ 155,976	$ 76,500	$ 1,199,814	$ 1,432,290	$1,433,079
H42	A9	East		N	CR 133 Ext.	CR 132	CR 312 (S. of Chicka	4	Major Arterial 6D	DA	100%	1,265	0	1,265	0	$ 474,838	$ -	$ 3,652,600	$ 4,127,438	$4,130,618
H43		East		N	CR 132	Limmer Loop	US79	4	Maj. Arterial 6D	DA	100%	726	0	726	0	$ 359,819	$ 177,000	$ 2,767,842	$ 3,304,661	$3,306,486
H46	A13	East		N	Carol Dr. Ext.	Mager Ln. (CR136)	US 79	2	Min. Collector 2U	UC	100%	399	0	399	0	$ 239,278	$ 387,600	$ 1,840,600	$ 2,467,478	$2,468,481
H48	A29	East		N	Mager Ln. (CR136)	Carol Dr.	CR 136	1	Collector 3U	TWLT	100%	91	0	91	0	$ 142,428	$ -	$ 1,095,600	$ 1,238,028	$1,238,257
H49		East		N	Mager Ln. (CR136)	CR 136	CR 132	3	Collector 3U	SC	100%	175	0	175	0	$ 92,612	$ -	$ 712,400	$ 805,012	$805,452
H50	A27	East	X	N	Mager Ln. Ext.	CR 132	Limmer Loop	3	Collector 3U	SC	50%	144	0	144	0	$ 75,933	$ -	$ 584,100	$ 660,033	$660,395
H69		East		N	New Road C	Front St. Ext	S. City Limit	3	Collector 3U	SC	100%	911	0	911	0	$ 476,255	$ 801,900	$ 3,663,500	$ 4,941,655	$4,943,945
H70		East		N	New Road D	FM 3349	W. City Limit	4	Minor Arterial 4D	DA	100%	2,470	0	2,470	0	$ 714,987	$ 1,178,500	$ 5,499,900	$ 7,393,387	$7,399,596
H71		East		N	CR 132	US 79	S. City Limit	4	Major Arterial 6D	DA	100%	370	0	370	0	$ 183,895	$ 225,300	$ 1,414,578	$ 1,823,773	$1,824,703
H73		East		N	CR 132	E. of Branson Blvd.	E. City Limit	4	Major Arterial 6D	DA	100%	532	0	532	0	$ 263,509	$ 324,000	$ 2,026,992	$ 2,614,501	$2,615,838
H105		East		N	E. Live Oak Ext	Park Ave.	CR 136	3	Collector 3U	SC	100%	934	0	934	0	$ 488,995	$ 822,000	$ 3,761,500	$ 5,072,495	$5,074,843
H106		East		N	New Road E	N. of CR 132	New Road D	4	Minor Arterial 4D	DA	100%	975	0	975	0	$ 283,036	$ 465,500	$ 2,177,200	$ 2,925,736	$2,928,187
H107		East		N	New Road D	New Road E	W. City Limit	3	Collector 3U	SC	100%	398	0	398	0	$ 208,403	$ 350,000	$ 1,603,100	$ 2,161,503	$2,162,503
H111		East	X	N	New Road G	CR132	New Road D Ext	3	Collector 3U	SC	50%	348	0	348	0	$ 182,286	$ 306,250	$ 1,402,200	$ 1,890,736	$1,891,611
		Sub-Total Service Area East										**15,340**	**0**	**15,340**	**0**	**$ 6,566,835**	**$ 5,992,820**	**$ 50,514,118**	**$ 63,073,773**	**$63,112,334**
H55	A51	South	W	N	FM 1660	US 79	Evans St.	1	Collector 3U	TWLT	50%	27	0	27	0	$ 4,948	$ -	$ 38,059	$ 43,007	$43,074
H56		South	W	N	FM 1660	Evans St.	Carl Stern Dr.	1	Collector 3U	DA	50%	154	0	154	0	$ 18,584	$ 18,100	$ 142,950	$ 179,634	$180,021
H57		South	W	N	FM 1660	Carl Stern Dr.	CR 135	1	Collector 3U	DA	50%	254	0	254	0	$ 30,724	$ 29,940	$ 236,340	$ 297,004	$297,643
H58	A50	South		N	FM 1660	CR 135	Swindoll Ln.	1	Collector 3U	DA	100%	156	0	156	0	$ 37,820	$ -	$ 290,920	$ 328,740	$329,132
H59	A48	South		N	CR 137	FM 1660	S. City Limits	1	Collector 3U	TWLT	100%	90	0	90	0	$ 163,097	$ 332,500	$ 1,254,594	$ 1,750,191	$1,750,417

H59	A48	South		N	CR 137	FM 1660	S. City Limits	1	Collector 3U	TWLT	100%	90	0	90	0	$ 163,097	$ 332,500	$ 1,254,594	$ 1,750,191	$1,750,417
H61	A49	South	X	N	McCoy Ln.	N. of Eagle Lake Dr.	Bethany Creek Dr.	1	Collector 3U	TWLT	50%	29	0	29	0	$ 26,840	$ 54,300	$ 206,465	$ 287,605	$287,678
H62	A54	South		N	CR199 (Front St.)	FM 1660	CR 199 (Front St. Cu	1	Collector 3U	TWLT	100%	60	0	60	0	$ 116,606	$ -	$ 896,973	$ 1,013,579	$1,013,730
H63	A59	South		N	CR 199 (Front St. Curve)	CR199 (Front St.)	CR 199 Curve	1	Collector 3U	TWLT	100%	33	0	33	0	$ 30,129	$ 10,900	$ 231,759	$ 272,788	$272,871
H64	A57	South		N	CR 199 Curve	CR 199 Curve	W. of Longbridge E	1	Collector 3U	TWLT	100%	30	0	30	0	$ 54,891	$ 19,900	$ 422,235	$ 497,026	$497,101
H65	A58	South		N	CR 199	W. of Longbridge Dr.	CR 132	1	Collector 3U	TWLT	100%	30	0	30	0	$ 54,050	$ 19,600	$ 415,767	$ 489,417	$489,492
H66	A55	South		N	Front St. Ext.	CR 199 Curve	City Limit	3	Collector 3U	TWLT	100%	200	0	200	0	$ 184,210	$ -	$ 1,417,000	$ 1,601,210	$1,601,713
H72		South	X	N	CR 132	CR 199	Branson Blvd.	4	Maj. Arterial 6D	DA	50%	155	0	155	0	$ 38,640	$ 47,100	$ 297,231	$ 382,971	$383,361
H74		South	X	N	CR 132	W. City Limit	New Road E	2	Minor Arterial 4D	DA	50%	372	0	372	0	$ 107,884	$ 90,700	$ 829,875	$ 1,028,459	$1,029,394
H75		South	X	N	New Road E	CR 132	City Limit	4	Minor Arterial 4D	DA	50%	246	0	246	0	$ 71,429	$ 47,000	$ 549,450	$ 667,879	$668,497
H76		South		N	New Road E	City Limit	Carl Stern Ext.	4	Minor Arterial 4D	DA	100%	1,236	0	1,236	0	$ 358,930	$ 235,900	$ 2,761,000	$ 3,355,830	$3,358,937
H77		South	X	N	New Road E	Carl Stern Ext.	Future Wilco Hwy.	4	Minor Arterial 4D	DA	50%	1,559	0	1,559	0	$ 450,840	$ 297,500	$ 3,468,000	$ 4,216,340	$4,220,259
H78		South		N	Carl Stern Ext.	City Limit	New Road E	4	Minor Arterial 4D	DA	100%	870	0	870	0	$ 252,863	$ 166,100	$ 1,945,100	$ 2,364,063	$2,366,250
H79		South	X	N	Carl Stern Ext.	New Road E	E. City Limit	4	Minor Arterial 4D	DA	50%	293	0	293	0	$ 43,115	$ 27,950	$ 331,650	$ 402,715	$403,451
H80		South		N	New Road F	W. City Limit	New Road E	4	Minor Arterial 4D	DA	100%	1,165	0	1,165	0	$ 338,195	$ 222,300	$ 2,601,500	$ 3,161,995	$3,164,924
H83	A62	South	X	N	Carl Stern Ext.	E. of Branson Blvd.	CR 132 Ext.	2	Min. Collector 2U	UC	50%	186	0	186	0	$ 56,102	$ 90,550	$ 431,550	$ 578,202	$578,669
H85		South	X	N	CR 132 Ext.	Carl Stern Ext.	S. City Limit	6	Maj. Arterial 6D	DA	50%	1,241	0	1,241	0	$ 310,622	$ 504,000	$ 2,389,400	$ 3,204,022	$3,207,142
H86		South		N	CR 134	S. of CR 132	S. City Limit	1	Collector 3U	TWLT	100%	27	0	27	0	$ 48,395	$ 14,000	$ 372,273	$ 434,668	$434,736
H87		South	X	N	CR 135	S. of FM1660	N. of Brushy Ck.	3	Collector 3U	SC	50%	276	0	276	0	$ 144,638	$ 97,150	$ 1,112,600	$ 1,354,388	$1,355,082
H88		South		N	Brooklands Blvd. Ext.	CR 134	W. City Limit	3	Collector 3U	SC	100%	715	0	715	0	$ 373,997	$ 251,700	$ 2,876,900	$ 3,502,597	$3,504,394
H108		South		N	Branson Blvd Ext	CR 312	Carl Stern	3	Collector 3U	SC	100%	576	0	576	0	$ 301,327	$ 506,600	$ 2,317,900	$ 3,125,827	$3,127,275
H109		South		N	CR132 Ext	FM1660	S. City Limit	4	Major Arterial 6D	DA	100%	225	0	225	0	$ 128,297	$ 54,700	$ 986,900	$ 1,169,897	$1,170,463
H112		South		N	CR 163	FM1660	S. City Limit	4	Minor Arterial 4D	DA	100%	623	0	623	0	$ 361,504	$ 237,700	$ 2,780,800	$ 3,380,004	$3,381,570
		Sub-Total Service Area South										**10,828**	**0**	**10,827**	**0**	**$ 4,108,675**	**$ 3,376,190**	**$ 31,605,190**	**$ 39,090,055**	**$39,117,274**
H1	A22	West	N	N	Limmer Loop	Innovation (CR108)	Ed Schmidt (CR119)	3	Major Arterial 6D	DA	50%	687	0	687	0	$ 171,967	$ 69,800	$ 1,322,825	$ 1,564,592	$1,566,319
H2	A23	West	N	N	Limmer Loop	E. of Ed Schmidt (CR119)	Exchange Blvd	3	Major Arterial 6D	DA	50%	304	0	304	0	$ 57,385	$ 72,000	$ 441,425	$ 570,810	$571,574
H3	A24	West	N	N	Limmer Loop	Exchange Blvd	FM 1660	3	Major Arterial 6D	DA	50%	406	0	406	0	$ 800,131	$ 54,950	$ 6,154,850	$ 7,009,931	$7,010,951
H7	A53	West		R	Schnieder	Innovation (CR108)	Alliance Blvd	3	Collector 3U	SC	100%	424	90	334	0	$ 530,000	$ -	$ 4,953,613	$ 5,483,613	$5,484,679
H9		West		N	W. Live Oak Ext.	Ed Schmidt (CR119)	Exist. W. Live Oak (	3	Collector 3U	SC	100%	187	0	187	0	$ 488,995	$ 822,000	$ 3,761,500	$ 5,072,495	$5,072,965
H13	A53	West	E	N	FM 1660	US 79	W. Live Oak	1	Collector 3U	TWLT	50%	21	0	21	0	$ 6,456	$ 2,710	$ 49,660	$ 58,826	$58,879
H14	A21	West	E	N	FM 1660	W. Live Oak	Mager Ln. (CR 136)	1	Collector 3U	TWLT	50%	36	0	36	0	$ 11,304	$ 4,800	$ 86,950	$ 103,054	$103,144
H15	A20	West	E	N	FM 1660	Mager Ln. (CR 136)	S. of Limmer Loop	2	Minor Arterial 4D	DA	50%	215	0	215	0	$ 74,578	$ -	$ 573,680	$ 648,258	$648,799
H17	A19	West	N	N	FM 1660	Limmer Loop	CR 132	2	Minor Arterial 4D	DA	50%	470	0	470	0	$ 27,210	$ -	$ 209,310	$ 236,520	$237,702
H52	A32	West		N	Ed Schmidt (CR 119)	Lowes Driveway	Limmer Loop	2	Major Arterial 5SA	DA	100%	1,218	0	1,218	0	$ 367,068	$ 173,100	$ 2,823,600	$ 3,363,768	$3,366,830
H54	A52	West		N	Jim Cage Ext	E. Austin Ave.	Evans St.	2	Min. Collector 2U	UC	100%	167	0	167	0	$ 101,088	$ 65,100	$ 777,600	$ 943,788	$944,208
H55	A51	West	S	N	FM 1660	US 79	Evans St.	1	Minor Arterial 4D	TWLT	50%	54	0	54	0	$ 4,948	$ -	$ 38,059	$ 43,007	$43,142
H56		West	S	N	FM 1660	Evans St.	Carl Stern Dr.	1	Minor Arterial 4D	DA	50%	307	0	307	0	$ 18,584	$ 18,100	$ 142,950	$ 179,634	$180,405
H57		West	S	N	FM 1660	Carl Stern Dr.	CR 135	1	Minor Arterial 4D	DA	50%	508	0	508	0	$ 30,724	$ 29,940	$ 236,340	$ 297,004	$298,281
H91		West		N	Knowles Dr. Ext.	W. of Mangold Dr.	SH 130 NB FR	2	Min. Collector 2U	UC	100%	36	0	36	0	$ 22,412	$ 35,000	$ 172,400	$ 229,812	$229,902
H92	A39	West		N	SH 130 NB FR	Existing NB FR	Existing NB FR	2	OW Frontage Road	FR	100%	448	0	448	0	$ 70,398	$ 114,280	$ 541,520	$ 726,198	$727,324
H93	A39	West		N	SH 130 SB FR	Existing SB FR	Existing SB FR	2	OW Frontage Road	FR	100%	463	0	463	0	$ 72,816	$ 118,120	$ 560,120	$ 751,056	$752,219
H94	A36	West		N	Spotted Fawn Dr	W. City Limits	Winterfield Dr. Ext	2	Min. Collector 2U	UC	100%	36	0	36	0	$ 22,412	$ 14,000	$ 172,400	$ 208,812	$208,902
H95	A37	West		N	Winterfield Dr. Ext.	Kirkhill St.	S. City Limit	3	Collector 3U	SC	100%	83	0	83	0	$ 44,473	$ 29,100	$ 342,100	$ 415,673	$415,882
H96	A43	West		N	Riverwalk Dr.	Chris Kelley Blvd.	W. City Limit	3	Collector 3U	SC	100%	189	0	189	0	$ 99,931	$ 166,300	$ 768,700	$ 1,034,931	$1,035,406
H97	A42	West		N	Great Western Dr.	Chris Kelley Blvd.	W. City Limit	2	Min. Collector 2U	UC	100%	22	0	22	0	$ 14,209	$ 21,900	$ 109,300	$ 145,409	$145,464
H98	A44	West		N	Riverwalk Dr.	E. of Creston Cv.	E. City Limit	3	Collector 3U	SC	100%	231	0	231	0	$ 121,316	$ 203,000	$ 933,200	$ 1,257,516	$1,258,097
H99	A46	West	X	N	CR 138 Ext.	CR 197	E. City Limit	3	Collector 3U	SC	50%	94	0	94	0	$ 49,966	$ 83,150	$ 384,350	$ 517,466	$517,702
H100		West	X	N	CR 138 Ext.	Wilco Hwy.	N. of Elm Crk.	3	Collector 3U	SC	50%	160	0	160	0	$ 84,299	$ 140,900	$ 648,450	$ 873,649	$874,051
H101		West	X	N	CR 138 Ext.	Wilco Hwy.	S. City Limit	3	Collector 3U	SC	50%	253	0	253	0	$ 132,457	$ 222,250	$ 1,018,900	$ 1,373,607	$1,374,243
H103	A35	West	X	N	SH 130 NB FR	Existing NB FR	N. City Limit	2	OW Frontage Road	FR	50%	600	0	600	0	$ 146,250	$ -	$ 1,125,000	$ 1,271,250	$1,272,758
H104	A34	West	X	N	Schneider Ext.	Innovation Blvd.	SH 130 NB FR	3	Collector 3U	SC	50%	92	0	92	0	$ 48,685	$ 80,950	$ 374,500	$ 504,135	$504,366
		Sub-Total Service Area West										**7,711**	**90**	**7,622**	**0**	**$ 3,620,060**	**$ 2,541,450**	**$ 28,723,302**	**$ 34,884,811**	**$34,904,195**
		Totals:										**39,781**	**90**	**39,691**	**0**	**$16,865,690**	**$13,440,100**	**$130,612,770**	**$160,918,560**	**$161,018,560**

Notes:

DA - Divided Arterial

UC - Undivided Collector

SC - Special Collector with two-way left turn lane (TWLTL)

TWLT- Two-way Left-turn lane

FR - Frontage Road

Notes:

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Appendix F: Roadway Improvements Plan Cost Analysis

Definitions

LANES	The total number of lanes in both directions available for travel.
TYPE	The type of roadway (used in determining capacity): DA = divided arterial SA = special arterial
% IN SERVICE AREA	If the roadway is located on the boundary of the service area (with the city limits running along the centerline of the roadway), then half of the roadway is inventoried in the service area and the other half is not. This value is either 50% or 100%.
TOTAL SEGMENT COST	The estimated cost (in dollars) of the entire segment of the proposed improvement.
TOTAL COST IN SERVICE AREA	The estimated cost (in dollars) of the portion of the proposed roadway improvement within the service area.

DRAFT

Hutto Roadway Impact Fee Study Update
Impact Fee Capital Improvements Plan

50%

Proj No.	CIP Origin	Serv Area	Shared Svc Area	Project Type	Roadway	From	To	Added Lanes	Thoroughfare Section	Type	Pct. in Serv. Area	Roadway Costs Engineering	Roadway Costs ROW	Roadway Costs Construction	Total Project Cost	Serv Area Total Cost	Project Cost Full Cost
H1	A22	North	W	N	Limmer Loop	Innovation (CR108)	Ed Schmidt (CR119)	3	Major Arterial 6D	DA	50%	$ 171,967	$ 69,800	$ 1,322,825	$ 1,564,592	$1,566,319	$1,566,319
H2	A23	North	W	N	Limmer Loop	E. of Ed Schmidt (CR119)	Exchange Blvd.	3	Major Arterial 6D	DA	50%	$ 57,385	$ 72,000	$ 441,425	$ 570,810	$571,574	$571,574
H3	A24	North	W	N	Limmer Loop	Exchange Blvd.	FM 1660	3	Major Arterial 6D	DA	50%	$ 800,131	$ 54,950	$ 6,154,850	$ 7,009,931	$7,010,951	$7,010,951
H17	A19	North	W	N	FM 1660	Limmer Loop	CR 132	2	Minor Arterial 4D	DA	50%	$ 27,210	$ -	$ 209,310	$ 236,520	$237,702	$237,702
H22	A16	North	E	N	FM 1660	S. of Lavaca River Ln.	S. of CR 100	2	Minor Arterial 4D	DA	50%	$ 43,813	$ 6,310	$ 337,020	$ 387,143	$388,538	$388,538
H24		North	E	N	FM 1660	S. of CR 100	E. of Destiny Ln.	2	Minor Arterial 4D	DA	50%	$ 18,623	$ -	$ 143,250	$ 161,873	$162,463	$162,463
H25		North		N	FM 1660	S. of Chandler Rd.	N. of Chandler Rd.	4	Major Arterial 6D	DA	100%	$ 48,799	$ 6,980	$ 375,380	$ 431,159	$432,238	$432,238
H27		North		N	New Road A	CR 108	City Limit	2	Minor Collector 2U	UC	100%	$ 182,286	$ 118,000	$ 1,402,200	$ 1,702,486	$1,702,868	$1,702,868
H28		North		N	CR 108	CR 109	New Road	1	Collector 3U	TWLT	100%	$ 154,622	$ 13,200	$ 1,189,400	$ 1,357,222	$1,357,348	$1,357,348
H29		North		N	CR 109 Ext.	CH108	City Limit	2	Minor Collector 2U	UC	100%	$ 138,996	$ 224,000	$ 1,069,200	$ 1,432,196	$1,432,485	$1,432,485
H32	A4	North		N	Emory X-ing Blvd.	E. of Flowers Ave.	FM 1660	3	Collector 3U	SC	100%	$ 477,581	$ 803,300	$ 3,673,700	$ 4,954,581	$4,956,876	$4,956,876
H53		North		N	Ed Schmidt (CR119)	Limmer Loop	N City Limit	4	Major Arterial 6D	DA	100%	$ 448,708	$ 161,100	$ 3,451,600	$ 4,061,408	$4,065,395	$4,065,395
		Sub-Total Service Area North										**$ 2,570,121**	**$ 1,529,640**	**$ 19,770,160**	**$ 23,869,921**	**$23,884,757**	**$23,884,757**
H4	A25	East		N	Limmer Loop	W. of Irina	Carol Dr.	3	Major Arterial 6D	DA	100%	$ 108,986	$ 102,900	$ 838,350	$ 1,050,236	$1,051,326	$1,051,326
H5	A26	East		N	Limmer Loop	Carol Dr.	E. of Kates Way	3	Major Arterial 6D	DA	100%	$ 61,360	$ 76,600	$ 472,000	$ 609,960	$610,772	$610,772
H13	A53	East	W	N	FM1660	US79	W. Live Oak	1	Collector 3U	TWLT	50%	$ 6,456	$ 2,710	$ 49,660	$ 58,826	$58,879	$58,879
H14	A21	East	W	N	FM1660	W. Live Oak	Mager Ln. (CR136)	1	Collector 3U	TWLT	50%	$ 11,304	$ 4,800	$ 86,950	$ 103,054	$103,144	$103,144
H15	A20	East	W	N	FM1660	Mager Ln. (CR136)	S. of Limmer Loop	2	Minor Arterial 4D	DA	50%	$ 74,578	$ -	$ 573,680	$ 648,258	$648,799	$648,799
H22	A16	East	N	N	FM 1660	S. of Lavaca River Ln.	S. of CR 100	2	Minor Arterial 4D	DA	50%	$ 43,813	$ 6,310	$ 337,020	$ 387,143	$388,538	$388,538
H24		East	N	N	FM 1660	CR 100	E. of Destiny Ln.	2	Minor Arterial 4D	DA	50%	$ 18,623	$ -	$ 143,250	$ 161,873	$162,463	$162,463
H33	A5	East		N	CR 132	FM 1660	Wren Trial	1	Collector 3U	TWLT	100%	$ 95,126	$ 69,000	$ 731,742	$ 895,868	$895,999	$895,999
H35	A7	East		N	CR 132	Giogio Moroder Dr.	S. of CR 312 Curve	1	Collector 3U	TWLT	100%	$ 34,474	$ 10,000	$ 265,188	$ 309,662	$309,710	$309,710
H35a		East		N	CR 132	S. of CR 312 Curve	E. City Limit	1	Collector 3U	TWLT	100%	$ 75,322	$ 12,700	$ 579,400	$ 667,422	$667,482	$667,482
H35b		East		N	CR 132	E. City Limit	N. of Ottaviano Wa	1	Collector 3U	TWLT	100%	$ 132,210	$ 22,500	$ 1,017,000	$ 1,171,710	$1,171,818	$1,171,818
H36	A6	East		N	New Road B	CR 312 Curve	N. City Limit	3	Collector 3U	SC	100%	$ 385,125	$ 258,700	$ 2,962,500	$ 3,606,325	$3,608,173	$3,608,173
H37		East	X	N	New Road B	S. of Main Hippo	FM 1660	3	Collector 3U	SC	50%	$ 153,043	$ 102,750	$ 1,177,250	$ 1,433,043	$1,433,777	$1,433,777
H38	A3	East		N	Main Hippo	FM 1660	New Road B	2	Minor Arterial 4D	DA	100%	$ 254,111	$ -	$ 1,954,700	$ 2,208,811	$2,210,430	$2,210,430
H39		East		N	Main Hippo Ext.	E. of New Road B	CR 133	2	Minor Arterial 4D	DA	100%	$ 203,372	$ -	$ 1,564,400	$ 1,767,772	$1,769,067	$1,769,067
H40		East		N	CR 133	CR 394	City Limit	4	Major Arterial 6D	DA	100%	$ 566,683	$ 209,300	$ 4,359,102	$ 5,135,085	$5,137,964	$5,137,964
H41		East		N	CR 133	City Limit	CR 132	4	Major Arterial 6D	DA	100%	$ 155,976	$ 76,500	$ 1,199,814	$ 1,432,290	$1,433,079	$1,433,079
H42	A9	East		N	CR 133 Ext.	CR 132	CR 312 (S. of Chicka	4	Major Arterial 6D	DA	100%	$ 474,838	$ -	$ 3,652,600	$ 4,127,438	$4,130,618	$4,130,618
H43		East		N	CR 132	Limmer Loop	US79	4	Maj. Arterial 6D	DA	100%	$ 359,819	$ 177,000	$ 2,767,842	$ 3,304,661	$3,306,486	$3,306,486
H46	A13	East		N	Carol Dr. Ext.	Mager Ln. (CR136)	US 79	2	Min. Collector 2U	UC	100%	$ 239,278	$ 387,600	$ 1,840,600	$ 2,467,478	$2,468,481	$2,468,481
H48	A29	East		N	Mager Ln. (CR136)	Carol Dr.	CR 136	1	Collector 3U	TWLT	100%	$ 142,428	$ -	$ 1,095,600	$ 1,238,028	$1,238,257	$1,238,257
H49		East		N	Mager Ln. (CR136)	CR 136	CR 132	3	Collector 3U	SC	100%	$ 92,612	$ -	$ 712,400	$ 805,012	$805,452	$805,452
H50	A27	East	X	N	Mager Ln. Ext.	CR 132	Limmer Loop	3	Collector 3U	SC	50%	$ 75,933	$ -	$ 584,100	$ 660,033	$660,395	$660,395
H69		East		N	New Road C	Front St. Ext	S. City Limit	3	Collector 3U	SC	100%	$ 476,255	$ 801,900	$ 3,663,500	$ 4,941,655	$4,943,945	$4,943,945
H70		East		N	New Road D	FM 3349	W. City Limit	4	Minor Arterial 4D	DA	100%	$ 714,987	$ 1,178,500	$ 5,499,900	$ 7,393,387	$7,399,596	$7,399,596
H71		East		N	CR 132	US 79	S. City Limit	4	Major Arterial 6D	DA	100%	$ 183,895	$ 225,300	$ 1,414,578	$ 1,823,773	$1,824,703	$1,824,703
H73		East		N	CR 132	E. of Branson Blvd.	E. City Limit	4	Major Arterial 6D	DA	100%	$ 263,509	$ 324,000	$ 2,026,992	$ 2,614,501	$2,615,838	$2,615,838
H105		East		N	E. Live Oak Ext	Park Ave.	CR 136	3	Collector 3U	SC	100%	$ 488,995	$ 822,000	$ 3,761,500	$ 5,072,495	$5,074,843	$5,074,843
H106		East		N	New Road E	N. of CR 132	New Road D	4	Minor Arterial 4D	DA	100%	$ 283,036	$ 465,500	$ 2,177,200	$ 2,925,736	$2,928,187	$2,928,187
H107		East		N	New Road D	New Road E	W. City Limit	3	Collector 3U	SC	100%	$ 208,403	$ 350,000	$ 1,603,100	$ 2,161,503	$2,162,503	$2,162,503
H111		East	X	N	New Road G	CR132	New Road D Ext	3	Collector 3U	SC	50%	$ 182,286	$ 306,250	$ 1,402,200	$ 1,890,736	$1,891,611	$1,891,611
		Sub-Total Service Area East										**$ 6,566,835**	**$ 5,992,820**	**$ 50,514,118**	**$ 63,073,773**	**$63,112,334**	**$63,112,334**

H55	A51	South	W	N	FM 1660	US 79	Evans St.	1	Collector 3U	TWLT	50%	$ 4,948	$ -	$ 38,059	$ 43,007	$43,074	$43,074
H56		South	W	N	FM 1660	Evans St.	Carl Stern Dr.	1	Collector 3U	DA	50%	$ 18,584	$ 18,100	$ 142,950	$ 179,634	$180,021	$180,021
H57		South	W	N	FM 1660	Carl Stern Dr.	CR 135	1	Collector 3U	DA	50%	$ 30,724	$ 29,940	$ 236,340	$ 297,004	$297,643	$297,643
H58	A50	South		N	FM 1660	CR 135	Swindoll Ln.	1	Collector 3U	DA	100%	$ 37,820	$ -	$ 290,920	$ 328,740	$329,132	$329,132
H59	A48	South		N	CR 137	FM 1660	S. City Limits	1	Collector 3U	TWLT	100%	$ 163,097	$ 332,500	$ 1,254,594	$ 1,750,191	$1,750,417	$1,750,417
H61	A49	South	X	N	McCoy Ln.	N. of Eagle Lake Dr.	Bethany Creek Dr.	1	Collector 3U	TWLT	50%	$ 26,840	$ 54,300	$ 206,465	$ 287,605	$287,678	$287,678
H62	A54	South		N	CR199 (Front St.)	FM 1660	CR 199 (Front St. Cu	1	Collector 3U	TWLT	100%	$ 116,606	$ -	$ 896,973	$ 1,013,579	$1,013,730	$1,013,730
H63	A59	South		N	CR 199 (Front St. Curve)	CR199 (Front St.)	CR 199 Curve	1	Collector 3U	TWLT	100%	$ 30,129	$ 10,900	$ 231,759	$ 272,788	$272,871	$272,871
H64	A57	South		N	CR 199 Curve	CR 199 Curve	W. of Longbridge D	1	Collector 3U	TWLT	100%	$ 54,891	$ 19,900	$ 422,235	$ 497,026	$497,101	$497,101
H65	A58	South		N	CR 199	W. of Longbridge Dr.	CR 132	1	Collector 3U	TWLT	100%	$ 54,050	$ 19,600	$ 415,767	$ 489,417	$489,492	$489,492
H66	A55	South		N	Front St. Ext.	CR 199 Curve	City Limit	3	Collector 3U	TWLT	100%	$ 184,210	$ -	$ 1,417,000	$ 1,601,210	$1,601,713	$1,601,713
H72		South	X	N	CR 132	CR 199	Branson Blvd.	4	Maj. Arterial 6D	DA	50%	$ 38,640	$ 47,100	$ 297,231	$ 382,971	$383,361	$383,361
H74		South	X	N	CR 132	W. City Limit	New Road E	2	Minor Arterial 4D	DA	50%	$ 107,884	$ 90,700	$ 829,875	$ 1,028,459	$1,029,394	$1,029,394
H75		South	X	N	New Road E	CR 132	City Limit	4	Minor Arterial 4D	DA	50%	$ 71,429	$ 47,000	$ 549,450	$ 667,879	$668,497	$668,497
H76		South		N	New Road E	City Limit	Carl Stern Ext.	4	Minor Arterial 4D	DA	100%	$ 358,930	$ 235,900	$ 2,761,000	$ 3,355,830	$3,358,937	$3,358,937
H77		South	X	N	New Road E	Carl Stern Ext.	Future Wilco Hwy.	4	Minor Arterial 4D	DA	50%	$ 450,840	$ 297,500	$ 3,468,000	$ 4,216,340	$4,220,259	$4,220,259
H78		South		N	Carl Stern Ext.	City Limit	New Road E	4	Minor Arterial 4D	DA	100%	$ 252,863	$ 166,100	$ 1,945,100	$ 2,364,063	$2,366,250	$2,366,250
H79		South	X	N	Carl Stern Ext.	New Road E	E. City Limit	4	Minor Arterial 4D	DA	50%	$ 43,115	$ 27,950	$ 331,650	$ 402,715	$403,451	$403,451
H80		South		N	New Road F	W. City Limit	New Road E	4	Minor Arterial 4D	DA	100%	$ 338,195	$ 222,300	$ 2,601,500	$ 3,161,995	$3,164,924	$3,164,924
H83	A62	South	X	N	Carl Stern Ext.	E. of Branson Blvd.	CR 132 Ext.	2	Min. Collector 2U	UC	50%	$ 56,102	$ 90,550	$ 431,550	$ 578,202	$578,669	$578,669
H85		South	X	N	CR 132 Ext.	Carl Stern Ext.	S. City Limit	6	Maj. Arterial 6D	DA	50%	$ 310,622	$ 504,000	$ 2,389,400	$ 3,204,022	$3,207,142	$3,207,142
H86		South		N	CR 134	S. of CR 132	S. City Limit	1	Collector 3U	TWLT	100%	$ 48,395	$ 14,000	$ 372,273	$ 434,668	$434,736	$434,736
H87		South	X	N	CR 135	S. of FM1660	N. of Brushy Ck.	3	Collector 3U	SC	50%	$ 144,638	$ 97,150	$ 1,112,600	$ 1,354,388	$1,355,082	$1,355,082
H88		South		N	Brooklands Blvd. Ext.	CR 134	W. City Limit	3	Collector 3U	SC	100%	$ 373,997	$ 251,700	$ 2,876,900	$ 3,502,597	$3,504,394	$3,504,394
H108		South		N	Branson Blvd Ext	CR 312	Carl Stern	3	Collector 3U	SC	100%	$ 301,327	$ 506,600	$ 2,317,900	$ 3,125,827	$3,127,275	$3,127,275
H109		South		N	CR132 Ext	FM1660	S. City Limit	4	Major Arterial 6D	DA	100%	$ 128,297	$ 54,700	$ 986,900	$ 1,169,897	$1,170,463	$1,170,463
H112		South		N	CR 163	FM1660	S. City Limit	4	Minor Arterial 4D	DA	100%	$ 361,504	$ 237,700	$ 2,780,800	$ 3,380,004	$3,381,570	$3,381,570
		Sub-Total Service Area South										**$ 4,108,675**	**$ 3,376,190**	**$ 31,605,190**	**$ 39,090,055**	**$39,117,274**	**$39,117,274**
H1	A22	West	N	N	Limmer Loop	Innovation (CR108)	Ed Schmidt (CR119)	3	Major Arterial 6D	DA	50%	$ 171,967	$ 69,800	$ 1,322,825	$ 1,564,592	$1,566,319	$1,566,319
H2	A23	West	N	N	Limmer Loop	E. of Ed Schmidt (CR119)	Exchange Blvd	3	Major Arterial 6D	DA	50%	$ 57,385	$ 72,000	$ 441,425	$ 570,810	$571,574	$571,574
H3	A24	West	N	N	Limmer Loop	Exchange Blvd	FM 1660	3	Major Arterial 6D	DA	50%	$ 800,131	$ 54,950	$ 6,154,850	$ 7,009,931	$7,010,951	$7,010,951
H7	A53	West		R	Schnieder	Innovation (CR108)	Alliance Blvd	3	Collector 3U	SC	100%	$ 530,000	$ -	$ 4,953,613	$ 5,483,613	$5,484,679	$5,484,679
H9		West		N	W. Live Oak Ext.	Ed Schmidt (CR119)	Exist. W. Live Oak (	3	Collector 3U	SC	100%	$ 488,995	$ 822,000	$ 3,761,500	$ 5,072,495	$5,072,965	$5,072,965
H13	A53	West	E	N	FM 1660	US 79	W. Live Oak	1	Collector 3U	TWLT	50%	$ 6,456	$ 2,710	$ 49,660	$ 58,826	$58,879	$58,879
H14	A21	West	E	N	FM 1660	W. Live Oak	Mager Ln. (CR 136)	1	Collector 3U	TWLT	50%	$ 11,304	$ 4,800	$ 86,950	$ 103,054	$103,144	$103,144
H15	A20	West	E	N	FM 1660	Mager Ln. (CR 136)	S. of Limmer Loop	2	Minor Arterial 4D	DA	50%	$ 74,578	$ -	$ 573,680	$ 648,258	$648,799	$648,799
H17	A19	West	N	N	FM 1660	Limmer Loop	CR 132	2	Minor Arterial 4D	DA	50%	$ 27,210	$ -	$ 209,310	$ 236,520	$237,702	$237,702
H52	A32	West		N	Ed Schmidt (CR 119)	Lowes Driveway	Limmer Loop	2	Major Arterial 5SA	DA	100%	$ 367,068	$ 173,100	$ 2,823,600	$ 3,363,768	$3,366,830	$3,366,830
H54	A52	West		N	Jim Cage Ext	E. Austin Ave.	Evans St.	2	Min. Collector 2U	UC	100%	$ 101,088	$ 65,100	$ 777,600	$ 943,788	$944,208	$944,208
H55	A51	West	S	N	FM 1660	US 79	Evans St.	1	Minor Arterial 4D	TWLT	50%	$ 4,948	$ -	$ 38,059	$ 43,007	$43,142	$43,142
H56		West	S	N	FM 1660	Evans St.	Carl Stern Dr.	1	Minor Arterial 4D	DA	50%	$ 18,584	$ 18,100	$ 142,950	$ 179,634	$180,405	$180,405
H57		West	S	N	FM 1660	Carl Stern Dr.	CR 135	1	Minor Arterial 4D	DA	50%	$ 30,724	$ 29,940	$ 236,340	$ 297,004	$298,281	$298,281
H91		West		N	Knowles Dr. Ext.	W. of Mangold Dr.	SH 130 NB FR	2	Min. Collector 2U	UC	100%	$ 22,412	$ 35,000	$ 172,400	$ 229,812	$229,902	$229,902
H92	A39	West		N	SH 130 NB FR	Existing NB FR	Existing NB FR	2	OW Frontage Road	FR	100%	$ 70,398	$ 114,280	$ 541,520	$ 726,198	$727,324	$727,324
H93	A39	West		N	SH 130 SB FR	Existing SB FR	Existing SB FR	2	OW Frontage Road	FR	100%	$ 72,816	$ 118,120	$ 560,120	$ 751,056	$752,219	$752,219
H94	A36	West		N	Spotted Fawn Dr	W. City Limits	Winterfield Dr. Ext	2	Min. Collector 2U	UC	100%	$ 22,412	$ 14,000	$ 172,400	$ 208,812	$208,902	$208,902
H95	A37	West		N	Winterfield Dr. Ext.	Kirkhill St.	S. City Limit	3	Collector 3U	SC	100%	$ 44,473	$ 29,100	$ 342,100	$ 415,673	$415,882	$415,882
H96	A43	West		N	Riverwalk Dr.	Chris Kelley Blvd.	W. City Limit	3	Collector 3U	SC	100%	$ 99,931	$ 166,300	$ 768,700	$ 1,034,931	$1,035,406	$1,035,406
H97	A42	West		N	Great Western Dr.	Chris Kelley Blvd.	W. City Limit	2	Min. Collector 2U	UC	100%	$ 14,209	$ 21,900	$ 109,300	$ 145,409	$145,464	$145,464
H98	A44	West		N	Riverwalk Dr.	E. of Creston Cv.	E. City Limit	3	Collector 3U	SC	100%	$ 121,316	$ 203,000	$ 933,200	$ 1,257,516	$1,258,097	$1,258,097
H99	A46	West	X	N	CR 138 Ext.	CR 197	E. City Limit	3	Collector 3U	SC	50%	$ 49,966	$ 83,150	$ 384,350	$ 517,466	$517,702	$517,702
H100		West	X	N	CR 138 Ext.	Wilco Hwy.	N. of Elm Crk.	3	Collector 3U	SC	50%	$ 84,299	$ 140,900	$ 648,450	$ 873,649	$874,051	$874,051
H101		West	X	N	CR 138 Ext.	Wilco Hwy.	S. City Limit	3	Collector 3U	SC	50%	$ 132,457	$ 222,250	$ 1,018,900	$ 1,373,607	$1,374,243	$1,374,243
H103	A35	West	X	N	SH 130 NB FR	Existing NB FR	N. City Limit	2	OW Frontage Road	FR	50%	$ 146,250	$ -	$ 1,125,000	$ 1,271,250	$1,272,758	$1,272,758
H104	A34	West	X	N	Schneider Ext.	Innovation Blvd.	SH 130 NB FR	3	Collector 3U	SC	50%	$ 48,685	$ 80,950	$ 374,500	$ 504,135	$504,366	$504,366
		Sub-Total Service Area West										**$ 3,620,060**	**$ 2,541,450**	**$ 28,723,302**	**$ 34,884,811**	**$34,904,195**	**$34,904,195**
		Totals:										**$16,865,690**	**$13,440,100**	**$130,612,770**	**$160,918,560**	**$161,018,560**	**$161,018,560**
																	Check

Notes:

DA - Divided Arterial

UC - Undivided Collector

SC - Special Collector with two-way left turn lane (TWLTL)

TWLT- Two-way Left-turn lane

FR - Frontage Road

MOBILITY PLAN & TRANSPORTATION IMPACT FEE UPDATE

Capital Improvements Advisory Committee

July 2, 2024

TODAY'S AGENDA

1. Brief Project Overview

2. Thoroughfare Plan

3. Request for Resolution calling for Impact Fee update

PROJECT SCOPES

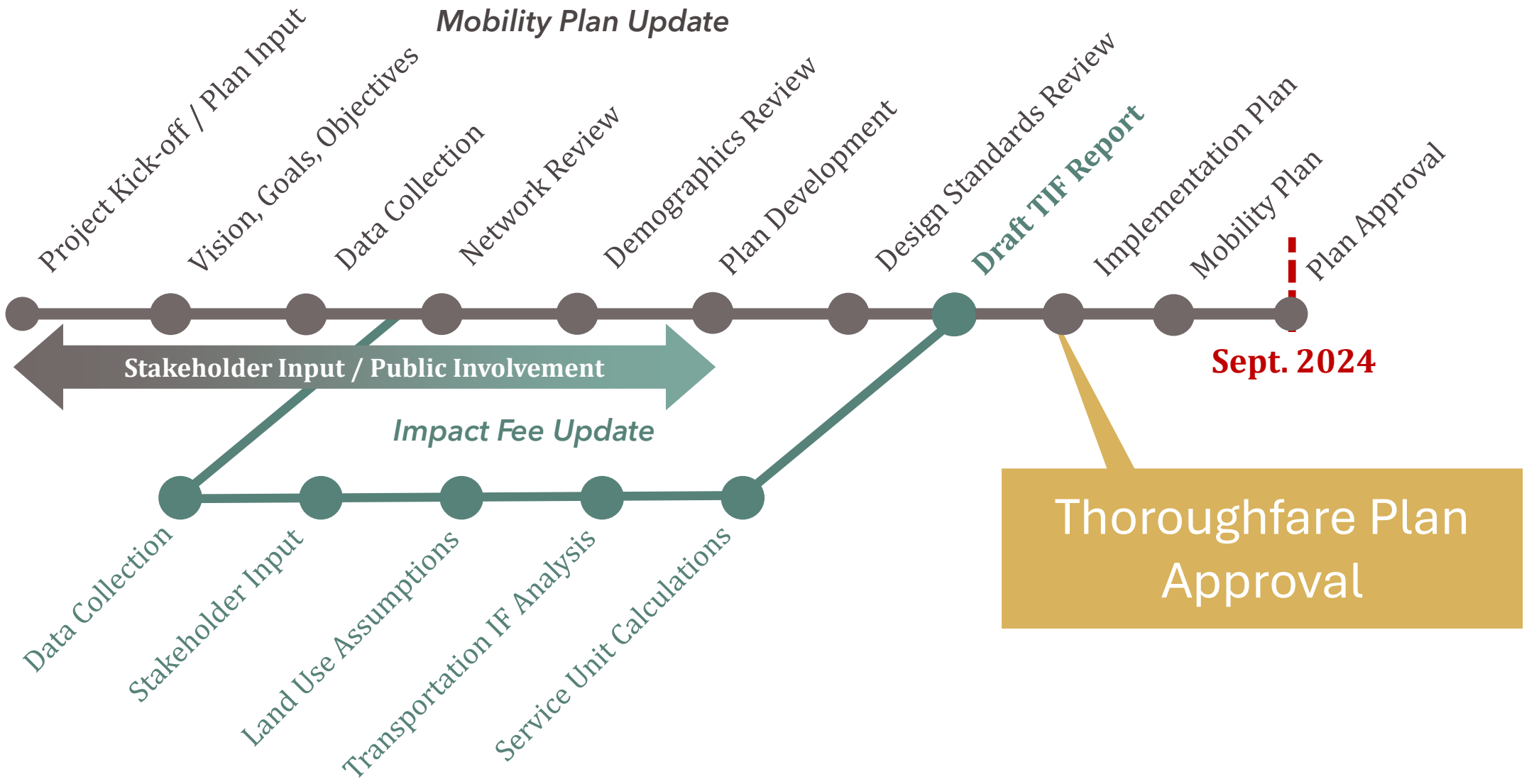
Master Mobility Plan Update

- Project Management and Coordination
- Data Collection
- Stakeholder / Public Involvement
- Forecast Conditions and Needs
- Plan Development
- Design Standards and CIP

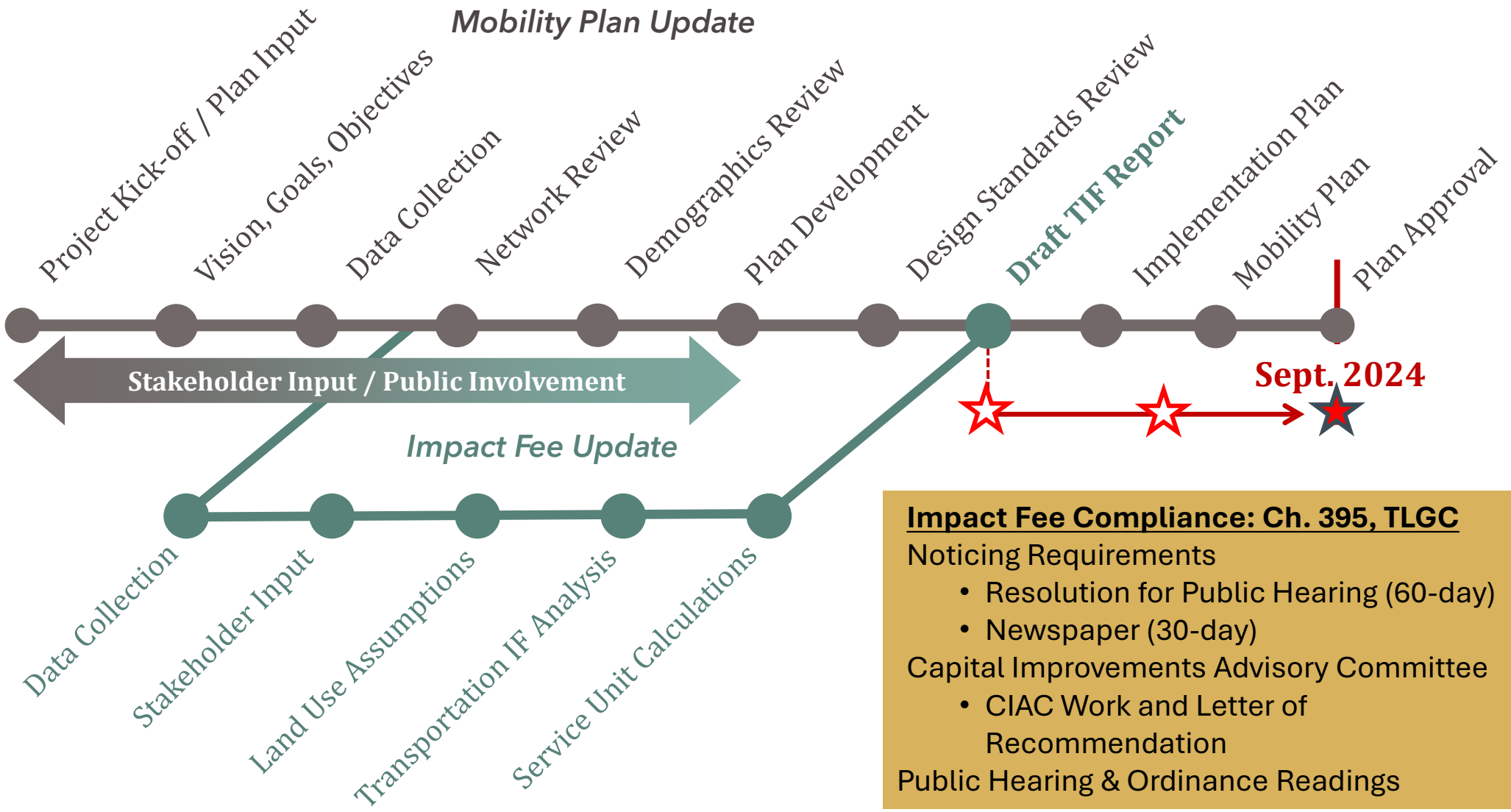
Impact Fee Update

- Project Management and Coordination
- Land Use Assumptions
- Impact Fee Analysis and Update
- Credit Calculation
- Impact Fee Report Development

PROJECT PROCESSES



PROJECT PROCESSES



Impact Fee Compliance: Ch. 395, TLGC

Noticing Requirements

- Resolution for Public Hearing (60-day)
- Newspaper (30-day)

Capital Improvements Advisory Committee

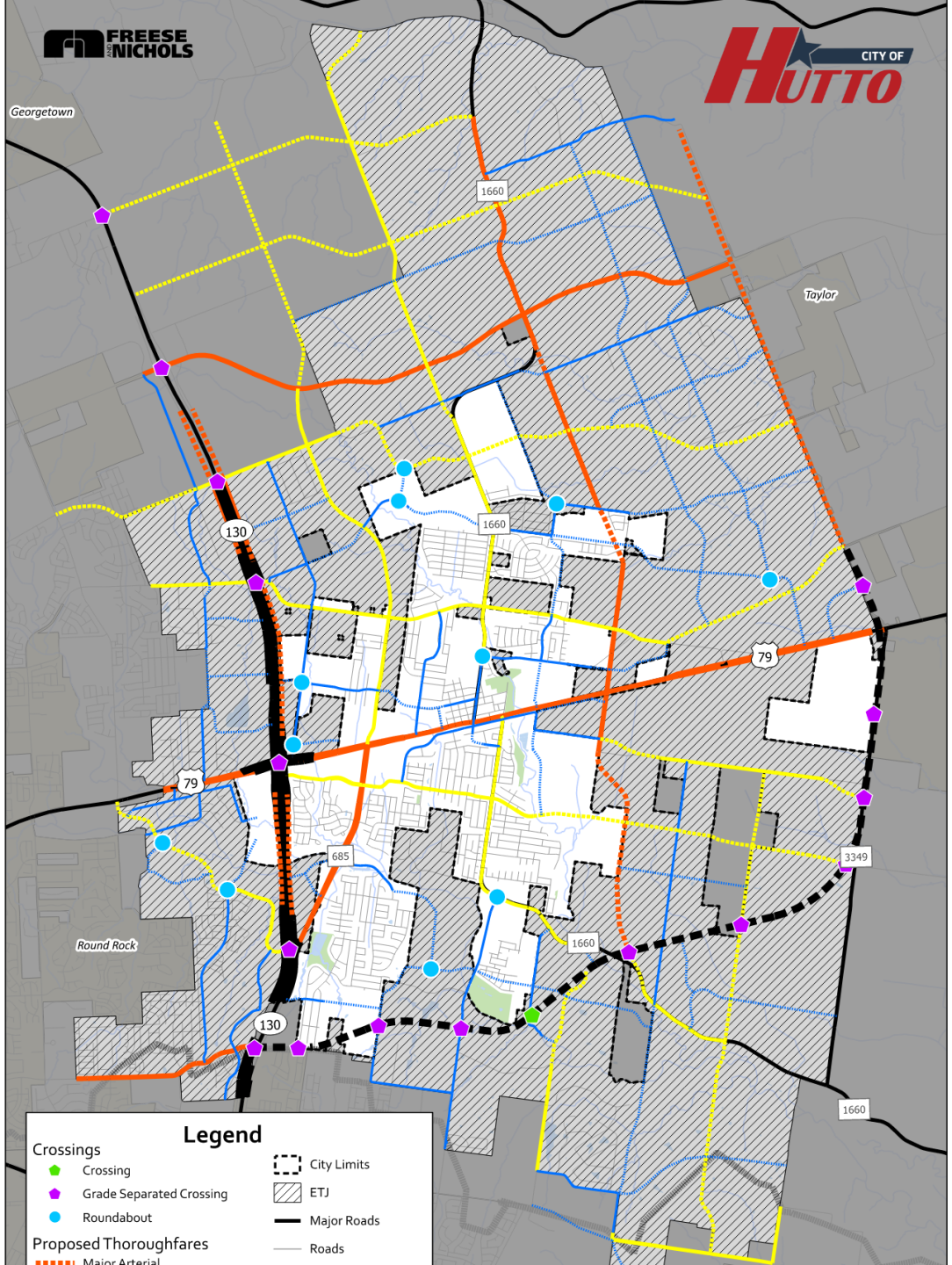
- CIAC Work and Letter of Recommendation

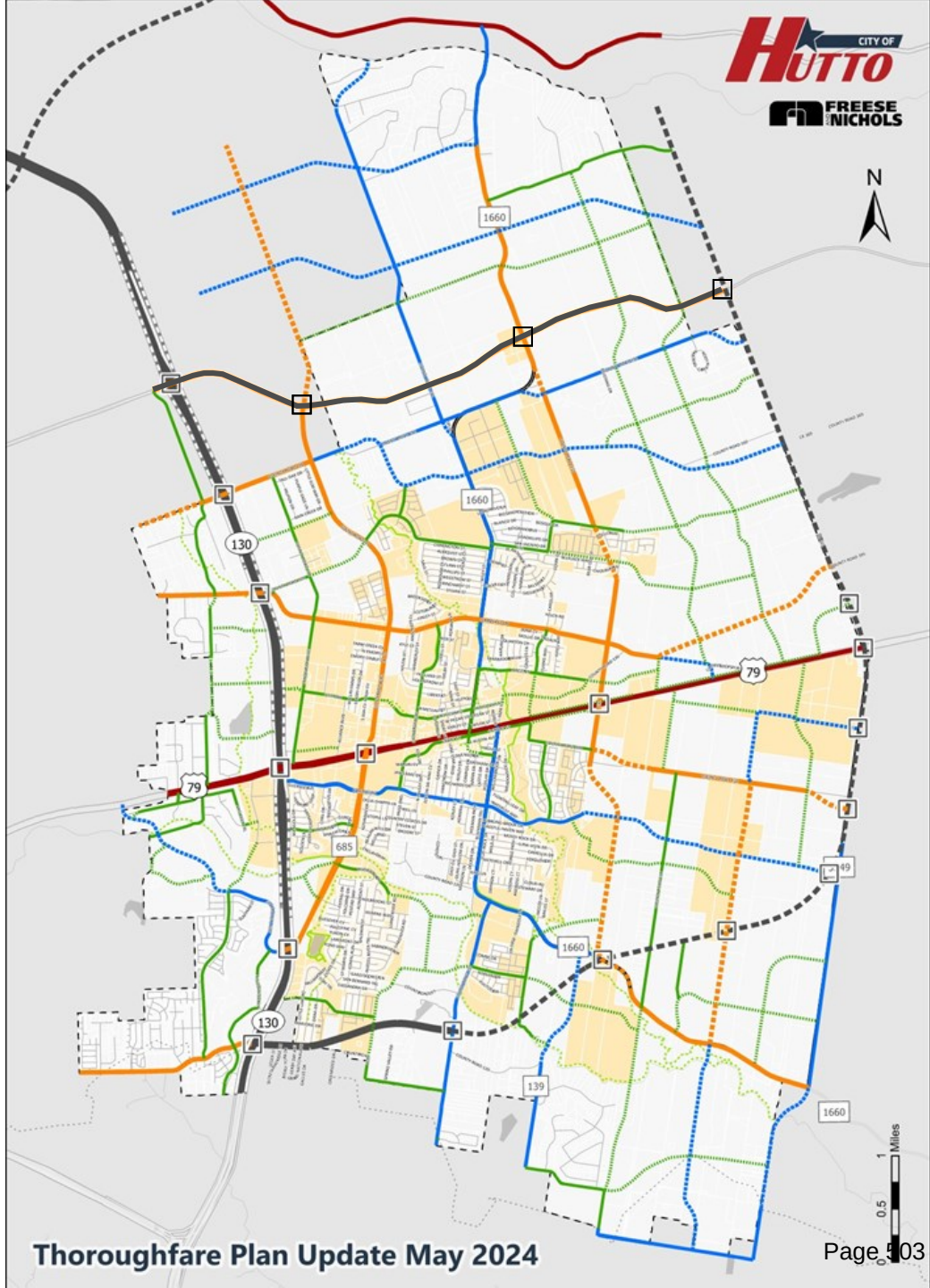
Public Hearing & Ordinance Readings

1

THOROUGHFARE PLAN UPDATE

REQUESTED ACTION: RECOMMENDATION FOR APPROVAL OF THE THOROUGHFARE PLAN AS THE BASIS FOR TRANSPORTATION IMPACT FEE PROGRAM UPDATE


FREESE NICHOLS
CITY OF HUTTO
Georgetown
Taylor
Round Rock
1660
130
79
685
3349
Legend
Crossings
Crossing
Grade Separated Crossing
Roundabout
Proposed Thoroughfares
Major Arterial
City Limits
ETJ
Major Roads
Roads


CITY OF HUTTO
FREESE NICHOLS
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1 Miles
Thoroughfare Plan Update May 2024

THOROUGHFARE PLAN

PROCESS: QUANTITATIVE + QUALITATIVE

Technical basis:

- Considers regional growth (CAMPO **2050 Travel Demand Model** data)
  - **Population** and **Employment**
  - Total daily **traffic** volumes
  - Includes existing + committed **improvements**
- Existing **Comprehensive** Plan
- Future **Land Use** Plan
- **Adjacent areas'** land use and thoroughfare plans
- Existing property **boundaries** and **new developments**

THOROUGHFARE PLAN

PROCESS: QUANTITATIVE + QUALITATIVE

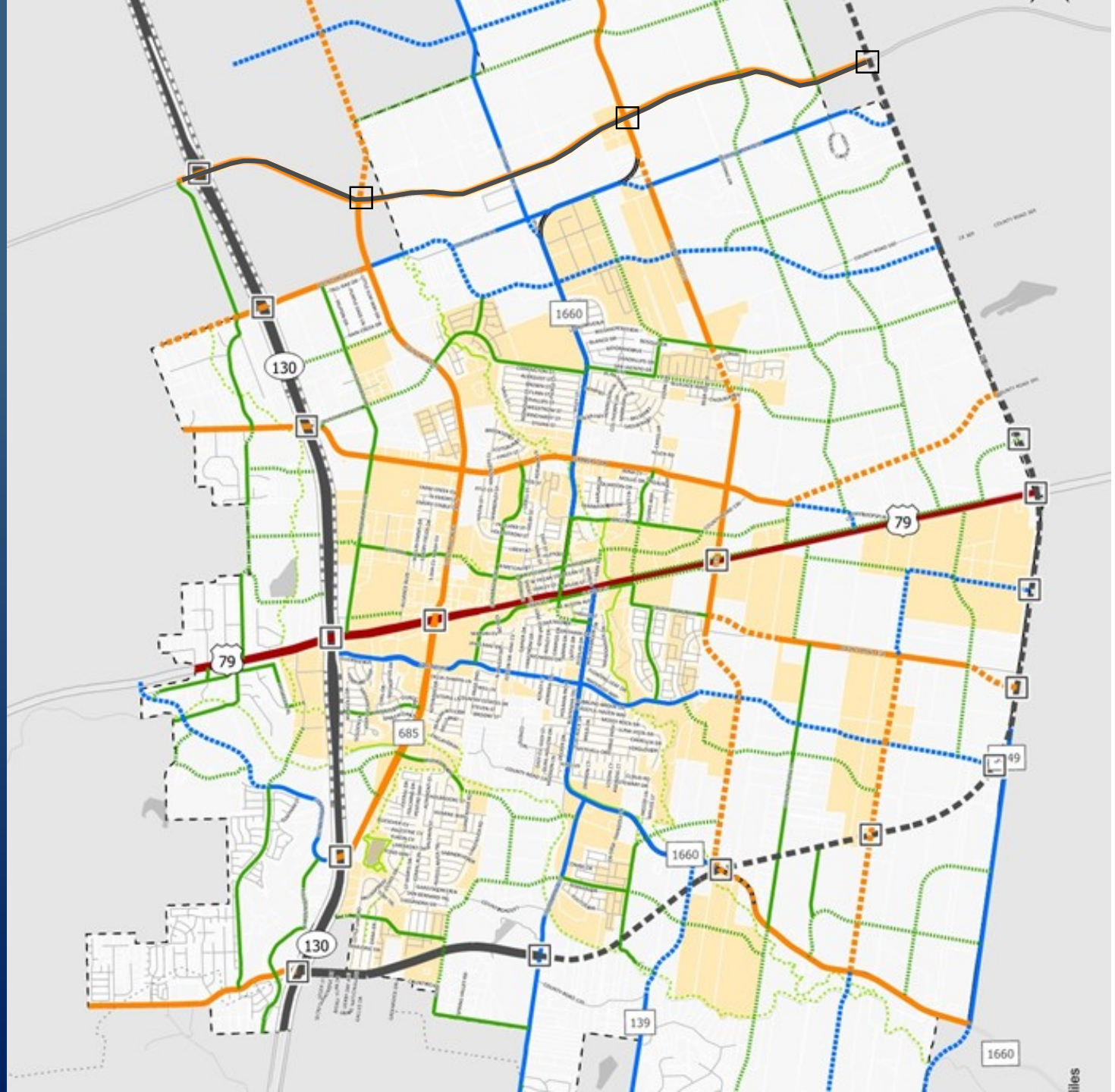
Additional considerations:

- Proper network **redundancy** (~1-mile arterial spacing)
- **Connections** to major future routes (e.g., Samsung Hwy) and **bridging** existing gaps
- **Public** comments
  - Open House March 20th
  - Online survey and interactive map
- Ensuring **access to the major connections** *via* sufficient minor connections
- **Context** of the Hutto community
  - Local economy, quality of life
  - Anything over 6 lanes (other than a large regional arterial such as US 79) is not contextually appropriate

THOROUGHFARE PLAN

FUNCTIONAL CLASSIFICATIONS

FACILITY	FUNCTION	CONFIGURATION
Controlled Access	Regional Mobility, connections with major highways, controlled access, highest volumes/speeds	
Regional Arterial	Regional Mobility, connections with employment centers, highest volumes/speeds	
Major Arterial	Cross-town movement, connecting with other arterials, higher volumes/speeds, approx. 1-mile spacing	6 lanes divided (6D)
Minor Arterial	Connects local destinations and employment centers, funnels local movement, moderate volumes, speeds	4 lanes divided or undivided (4D, 4U) Context dependent
Collector	Local movement, shorter trips, “collects” dispersed traffic from various destinations, lower volumes/speeds	2-3 lanes undivided (2U, 3U) Context dependent



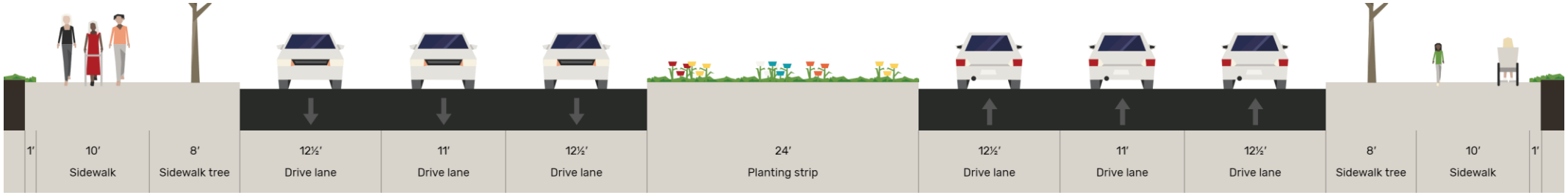
Existing & Proposed Thoroughfares

- Controlled Access (State/County)
- Regional Arterial
- Major Arterial
- Minor Arterial
- Collector

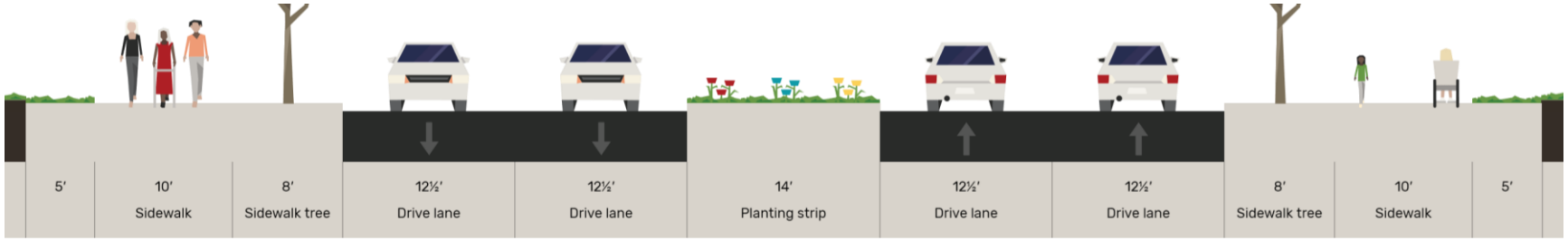
THOROUGHFARE PLAN

FUNCTIONAL CLASSIFICATIONS

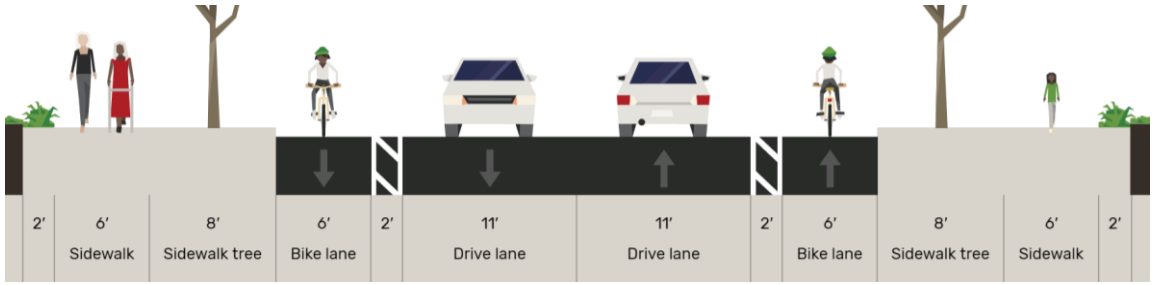
Major Arterial

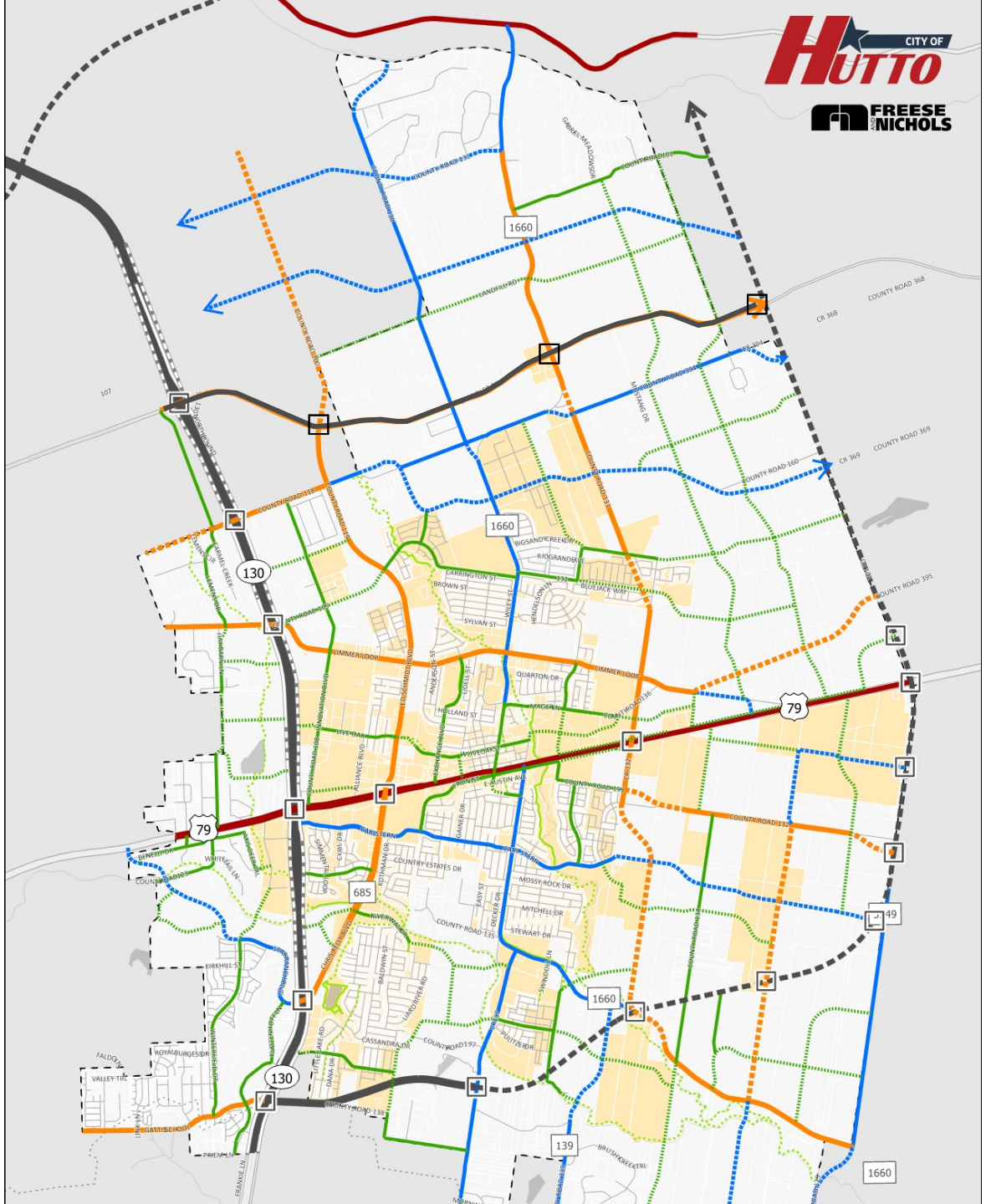


Minor Arterial



Collector




CITY OF HUTTO
FREESE AND NICHOLS
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COUNTY ROAD 368
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CARLSTERN
RIVERWALK
COUNTRY ESTATES DR
MOSSY ROCK DR
MITCHELL DR
STEWART DR
CASSANDRA DR
PULITZER DR
BRUSHCREEK TRL
BIGSANDY CREEK DR
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CARRINGTON ST
BROWN ST
SYLVAN ST
QUARTON DR
HOLLAND ST
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ALLIANCE BLVD
BALDWIN ST
LIARD RIVER RD
SWINDOLL LN
EASY ST
DECKER DR
KOTHMAN DR
GAINER DR
CYRIL DR
SIMMENTAL DR
WHITETAIL LN
KIRKHILL ST
ROYALBURGES DR
VALLEY TRL
FALDO LN
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LANDFILL RD
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CR 132
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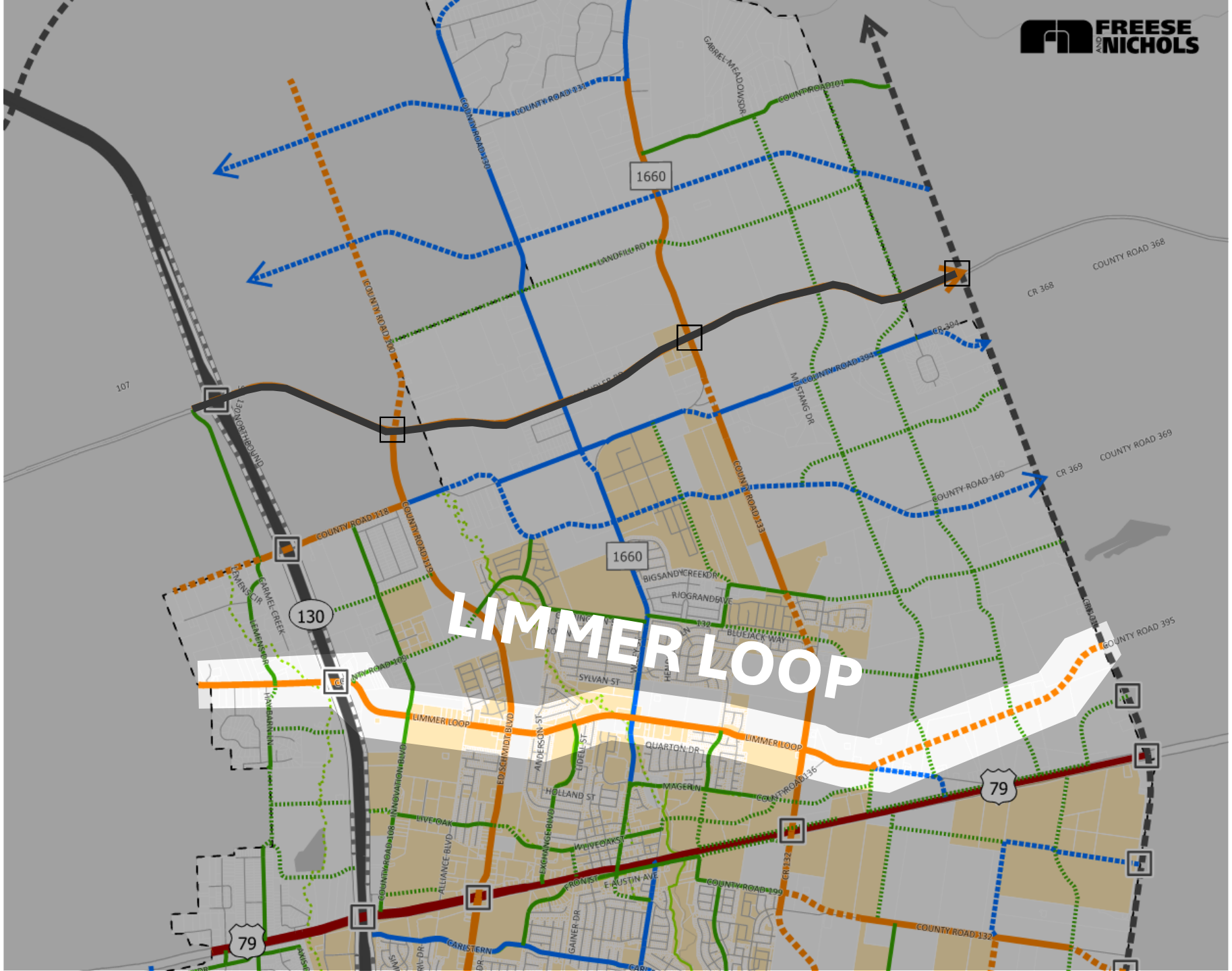
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SYLVAN ST
QUARTON DR
MAGER LN
HOLLAND ST
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E AUSTIN AVE
FRONT ST
CARISTERN
GAINER DR
ALLIANCE BLVD
EXCHANGE BLVD
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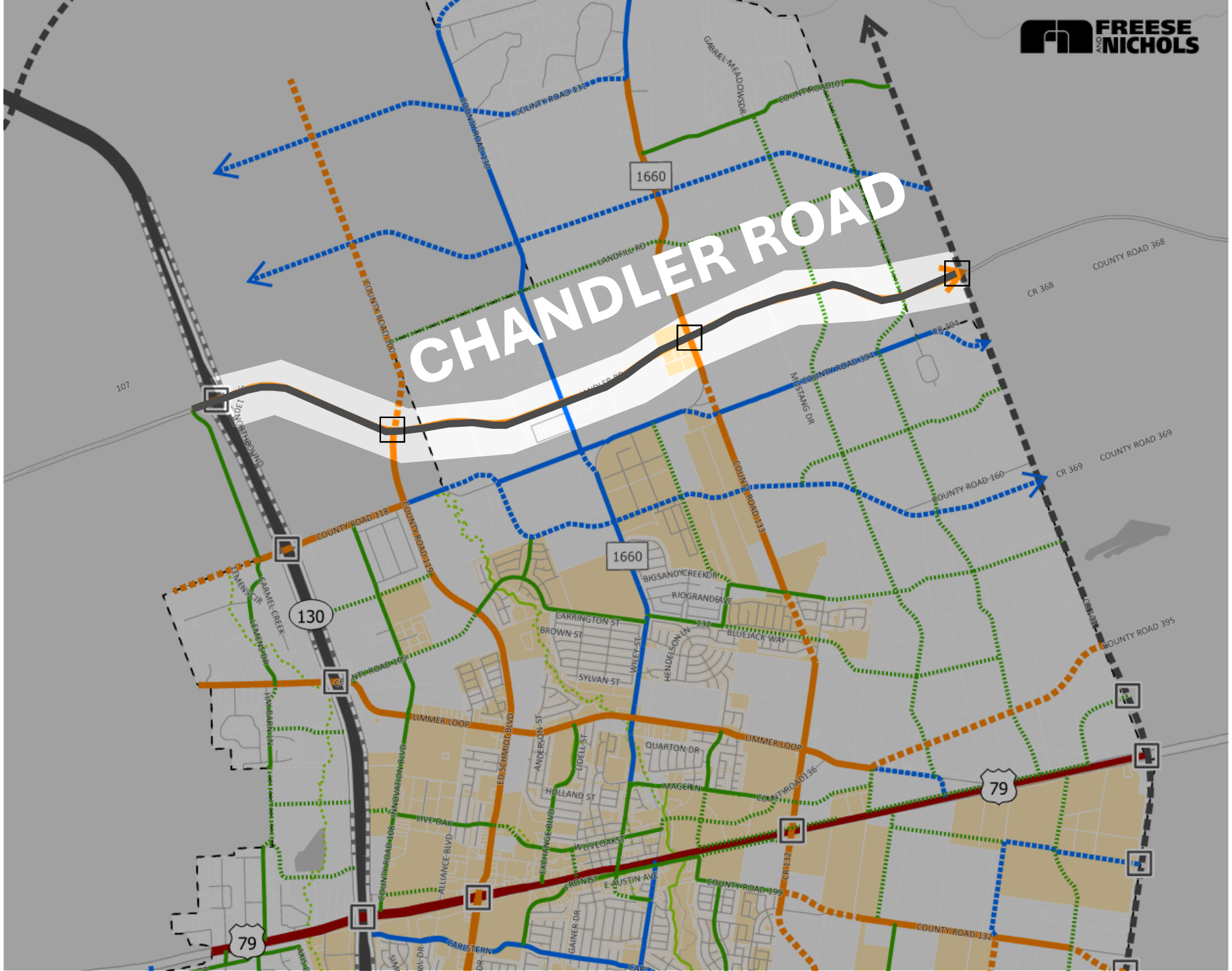
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MUSTANG DR
GABRIEL MEADOWS DR
BIGSANDY CREEK DR
RIO GRANDE AVE
CARRINGTON ST
BROWN ST
SYLVAN ST
BLUEJACK WAY
HENDELSON LN
WILEY ST
LIMMER LOOP
QUARTON DR
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ANDERSON ST
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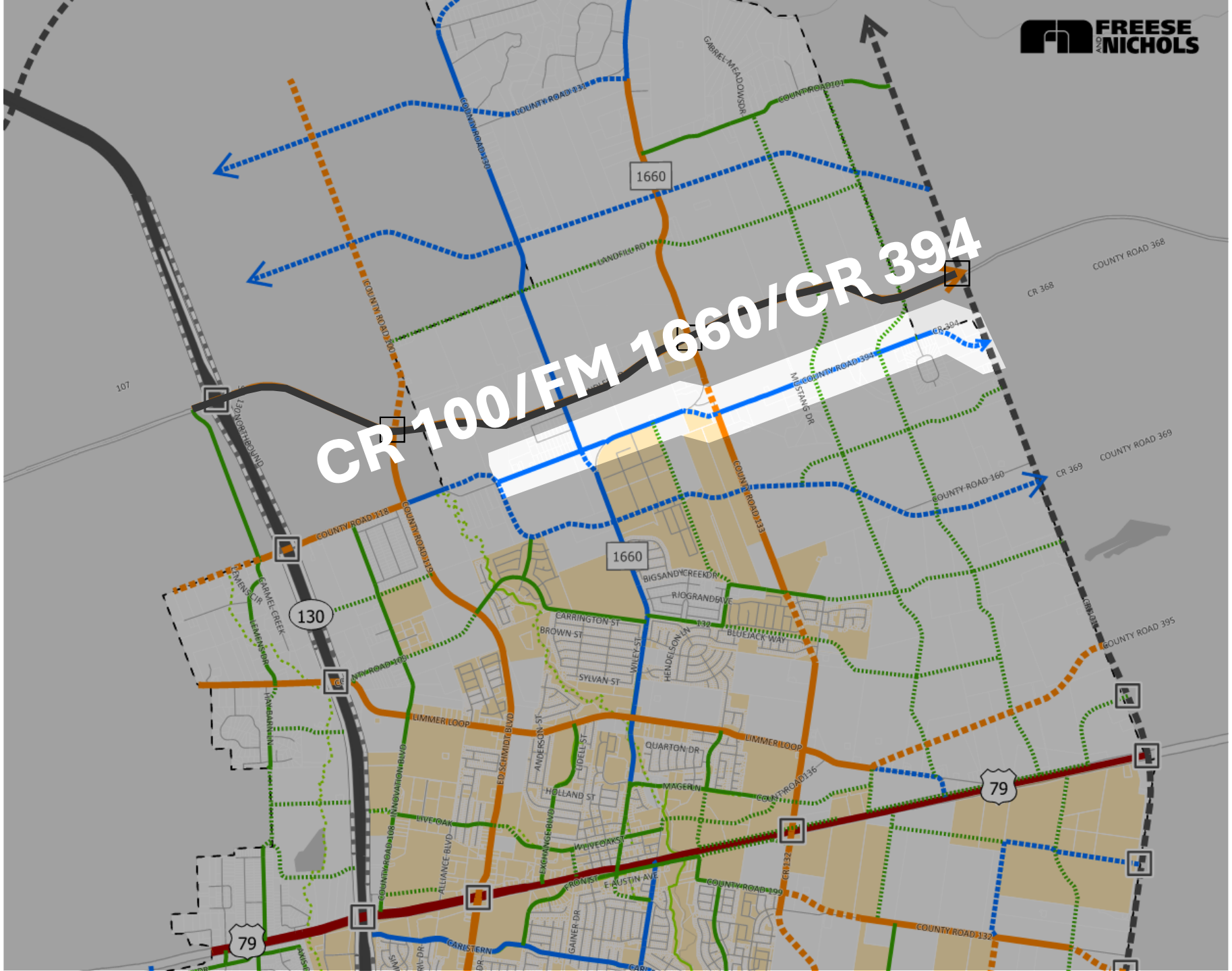
NORTHBOUND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SYLVAN ST
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WILEY ST
LIMMER LOOP
QUARTON DR
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ANDERSON ST
LIDELL ST
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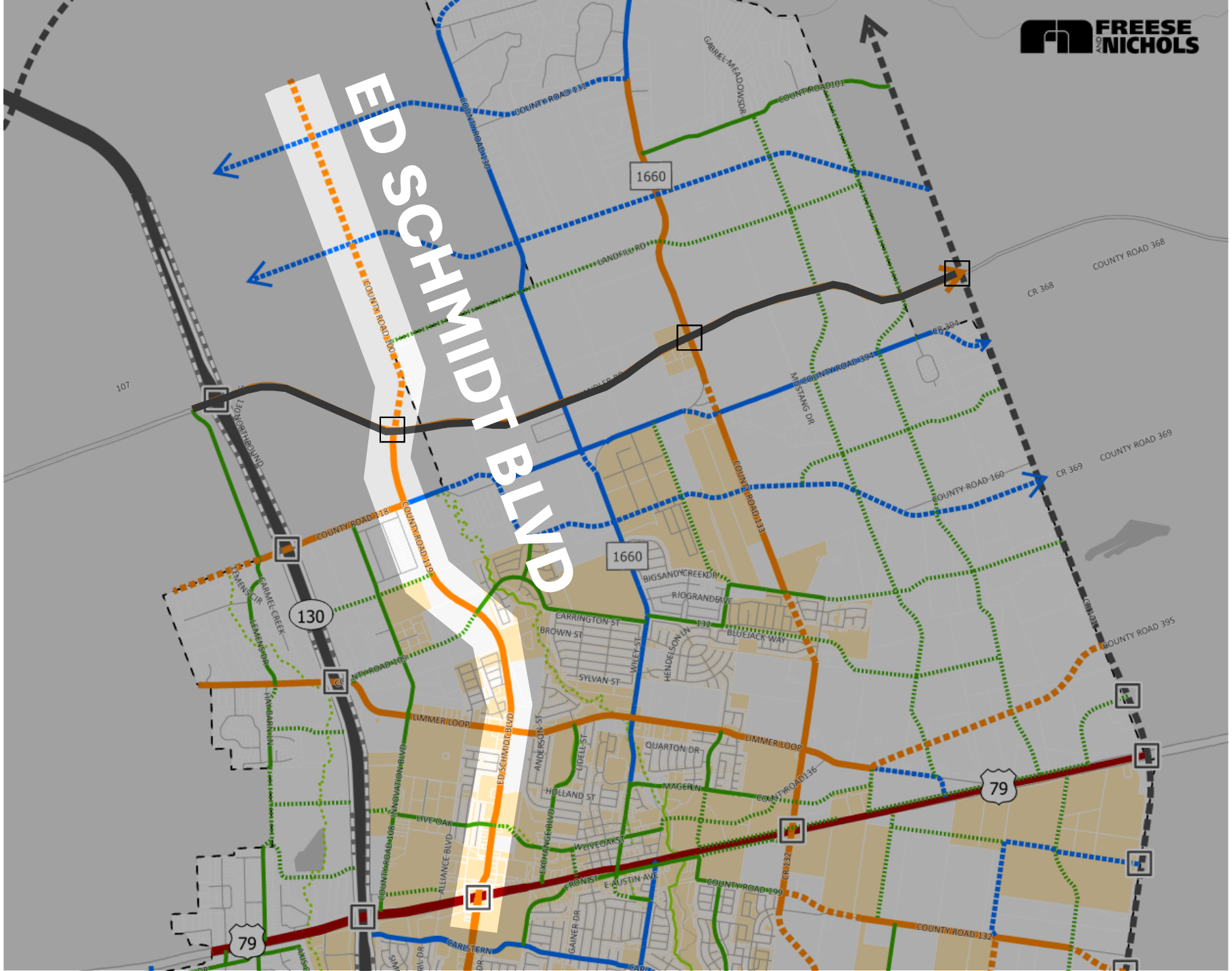
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QUARTON DR
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FRON ST
GAINER DR
CARISTERN
ANDERSON ST
LIDELL ST
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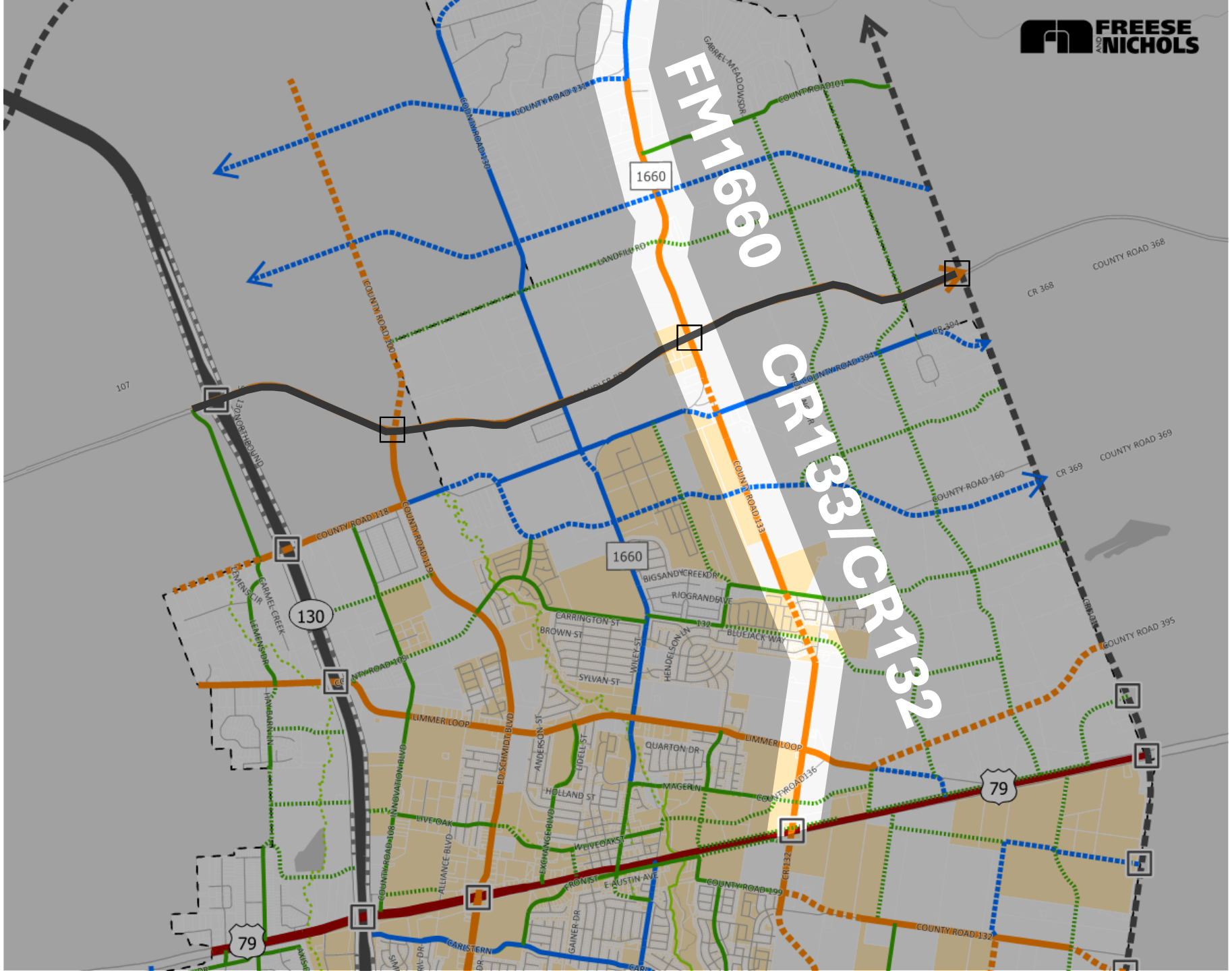
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COUNTY ROAD 132
COUNTY ROAD 160
LANDFILL RD
BIGSANDY CREEK DR
RIO GRANDE AVE
CARRINGTON ST
BROWN ST
SYLVAN ST
WILEY ST
HENDELSON LN
BLUEJACK WAY
LIMMER LOOP
QUARTON DR
MAGERIN
HOLLAND ST
ANDERSON ST
EDSCHMIDT BLVD
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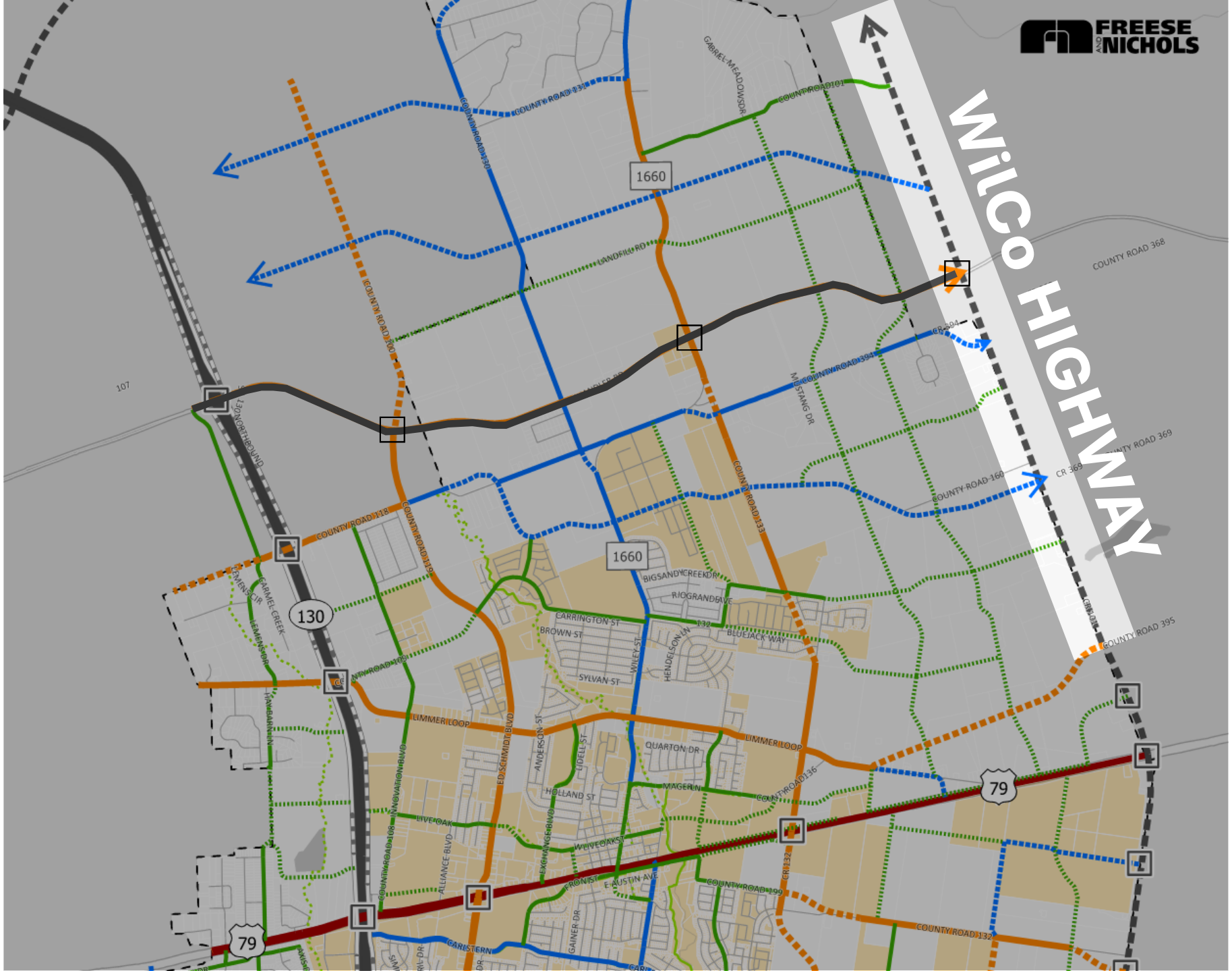
CARISTERN
CARMEL CREEK
HAWBARN LN
NORTHBOUND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COUNTY ROAD 133
COUNTY ROAD 395
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RIOGRANDE AVE
CARRINGTON ST
BROWN ST
BLUEJACK WAY
SYLVAN ST
WILEY ST
HENDELSON LN
LIMMER LOOP
QUARTON DR
MAGER LN
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HOLLAND ST
LIVE OAK
W LIVE OAK ST
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FRON ST
COUNTY ROAD 199
COUNTY ROAD 132
CR 132
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GAINER DR
ANDERSON ST
LIDELL ST
ED SCHMIDT BLVD
EXCHANGE BLVD
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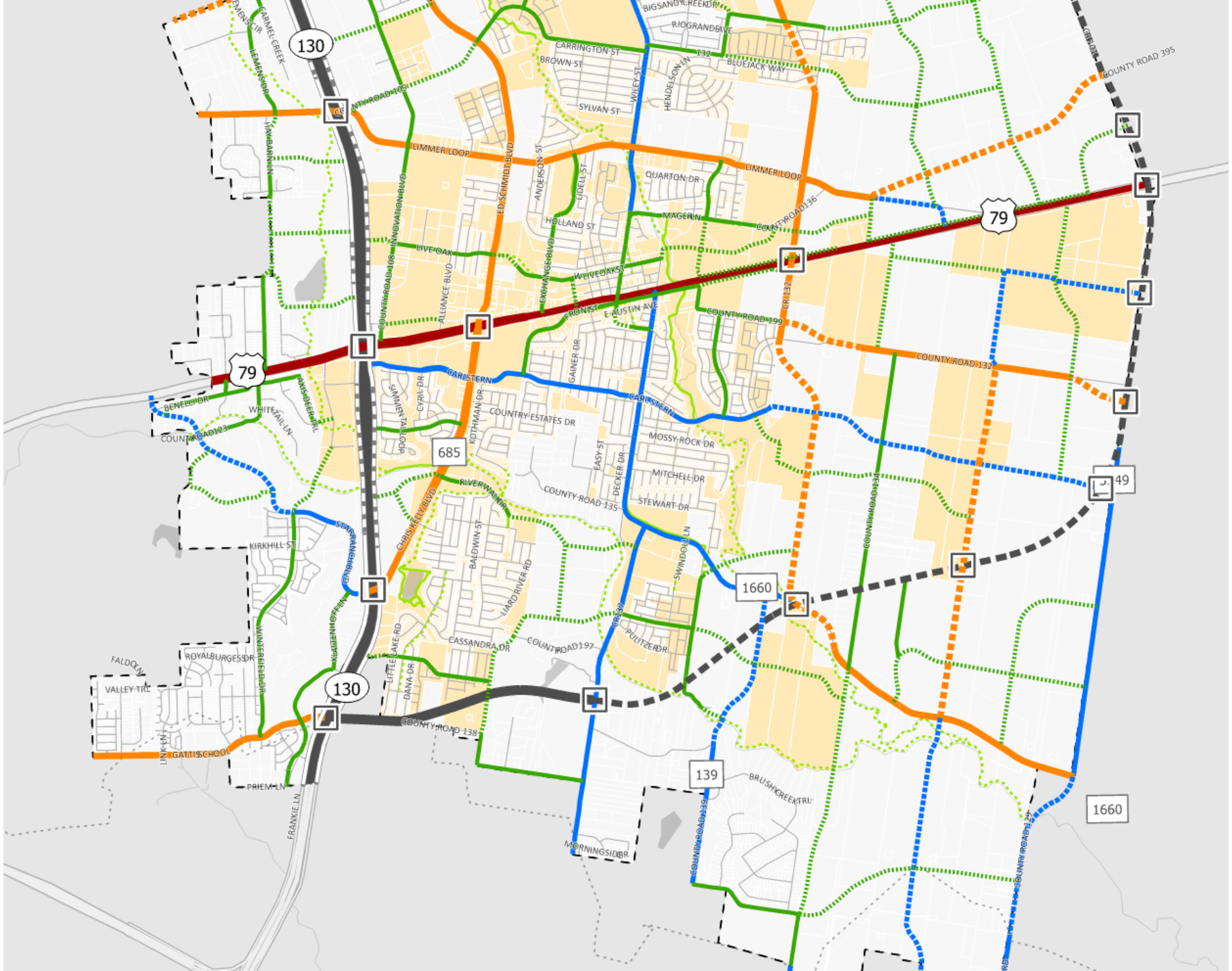
CARMEL CREEK
LEMENS DR
NORTHBOUND
107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CARL STERN
COUNTRY ESTATES DR
MOSSY ROCK DR
MITCHELL DR
STEWART DR
RIVERWALK DR
CHRISTIE KELLY BLVD
BALDWIN ST
LIARD RIVER RD
CASSANDRA DR
PULITZER DR
SWINDOLL LN
DECKER DR
EASY ST
GAINER DR
KOTHMAN DR
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CYRIL DR
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HAY BARN LN
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WHITE TAIL LN
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KIRKHILL ST
STAR RANCH BLVD
KLATTENHOFF LN
WINTERFIELD DR
ROYAL BURGESS DR
FALDO LN
VALLEY TRL
LINK LN
GATTIS SCHOOL
PRIEM LN
FRANKIE LN
LITTLE LAKE RD
DANA DR
MORNINGSIDE DR
BRUSH CREEK TRL
CR 132
CR 137


WilCo HIGHWAY
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LIMMER LOOP
CARRINGTON ST
BROWN ST
SYLVAN ST
QUARTON DR
HOLLAND ST
LIVE OAK
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FRONT ST
COUNTY ROAD 136
COUNTY ROAD 199
COUNTY ROAD 132
COUNTY ROAD 395
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COUNTRY ESTATES DR
MOSSY ROCK DR
MITCHELL DR
STEWART DR
COUNTY ROAD 135
RIVERWALK DR
COUNTY ROAD 197
COUNTY ROAD 138
COUNTY ROAD 123
COUNTY ROAD 139
KIRKHILL ST
VALLEY TRL
GATTIS SCHOOL
PRIEM LN
FRANKIE LN
MORNINGSIDE DR
BRUSH CREEK TRL
BIGSANDY CREEK DR
RIO GRANDE AVE
BLUEJACK WAY
HENDELSON LN
WILEY ST
ANDERSON ST
LIDELL ST
ED SCHMIDT BLVD
INNOVATION BLVD
ALLIANCE BLVD
EXCHANGE BLVD
GAINER DR
SIMMENTAL LOOP
CYRIL DR
KOTHMAN DR
EASY ST
DECKER DR
BALDWIN ST
RIVER RD
CHRISTI KELLY BLVD
PULITZER DR
DANA DR
LITTLE LAKE RD
ROYALBURGESS DR
WINTERFIELD DR
KLATTENHOFF LN
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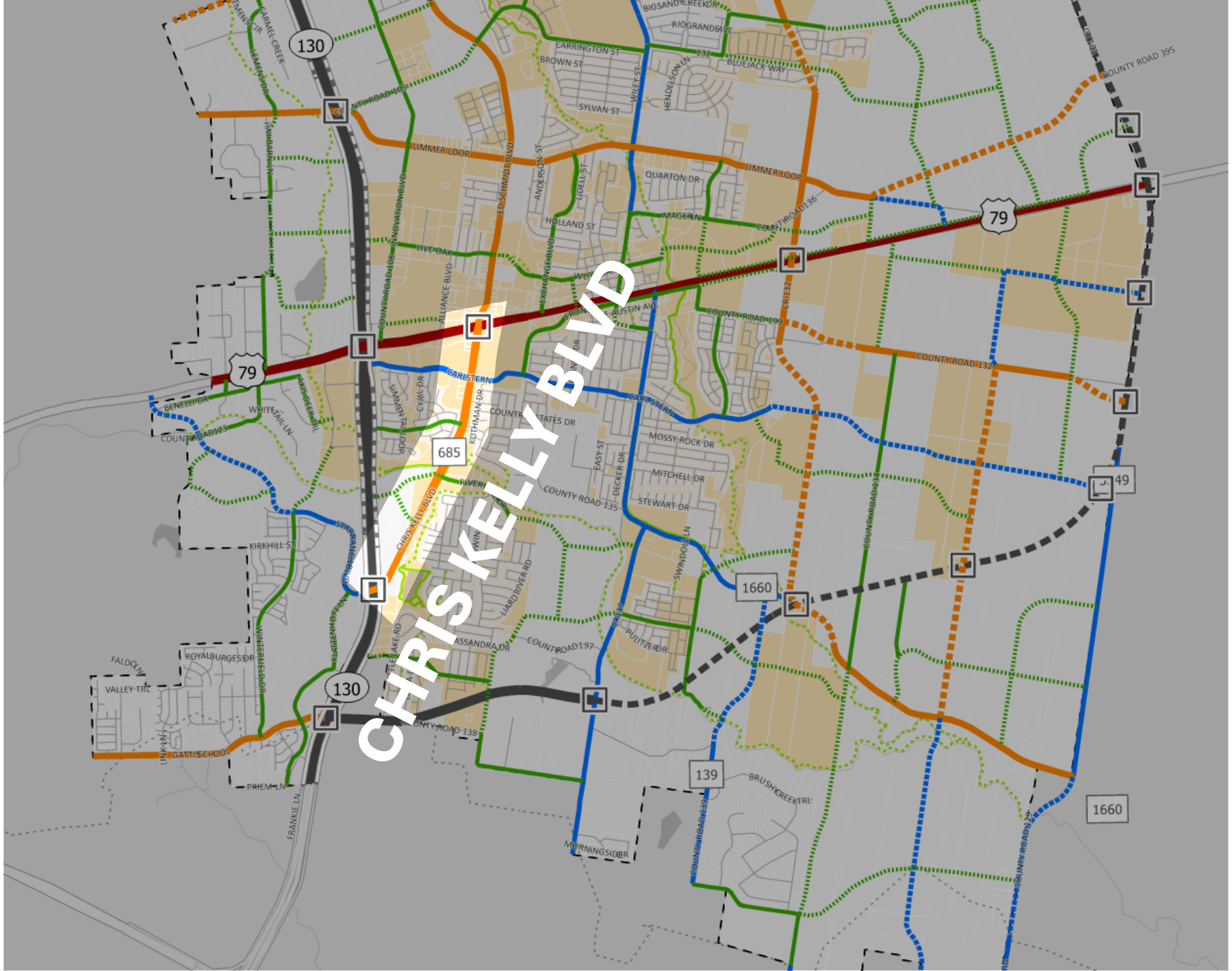
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CARRINGTON ST
BROWN ST
SYLVAN ST
QUARTON DR
MAGER LN
HOLLAND ST
LIVE OAK
AUSTIN AVE
MOSSY ROCK DR
MITCHELL DR
STEWART DR
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PULITZER DR
ASSANDRA DR
LIARD RIVER RD
KIRKHILL ST
ROYALBURGESS DR
VALLEY TRL
GATTIS SCHOOL
PRIEM LN
FRANKIE LN
MORNINGSIDE DR
BRUSH CREEK TRL
BIGSANDY CREEK DR
RIOGRANDE AVE
BLUEJACK WAY
HENDELSON LN
WILEY ST
ANDERSON ST
LIDELL ST
ED SCHMIDT BLVD
INNOVATION BLVD
ALLIANCE BLVD
EXCHANGE BLVD
CYRIL DR
SIMMENTAL LOOP
KOTHMAN DR
EASY ST
DECKER DR
CHRIS KELLY BLVD
STAR RANCH BLVD
KLATTENHOFF LN
WINTERFIELD DR
LINK LN
FALDO LN
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WHITETAIL LN
AXIS DEER TRL
HAY BARN LN
LEMENS DR
CARMEL CREEK
CR 132
CR 137
CR 139
CR 129


FM1660
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COUNTY ROAD 395
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CARL STERN
RIVERWALK DR
GATTIS SCHOOL
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RIO GRANDE AVE
CARRINGTON ST
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MITCHELL DR
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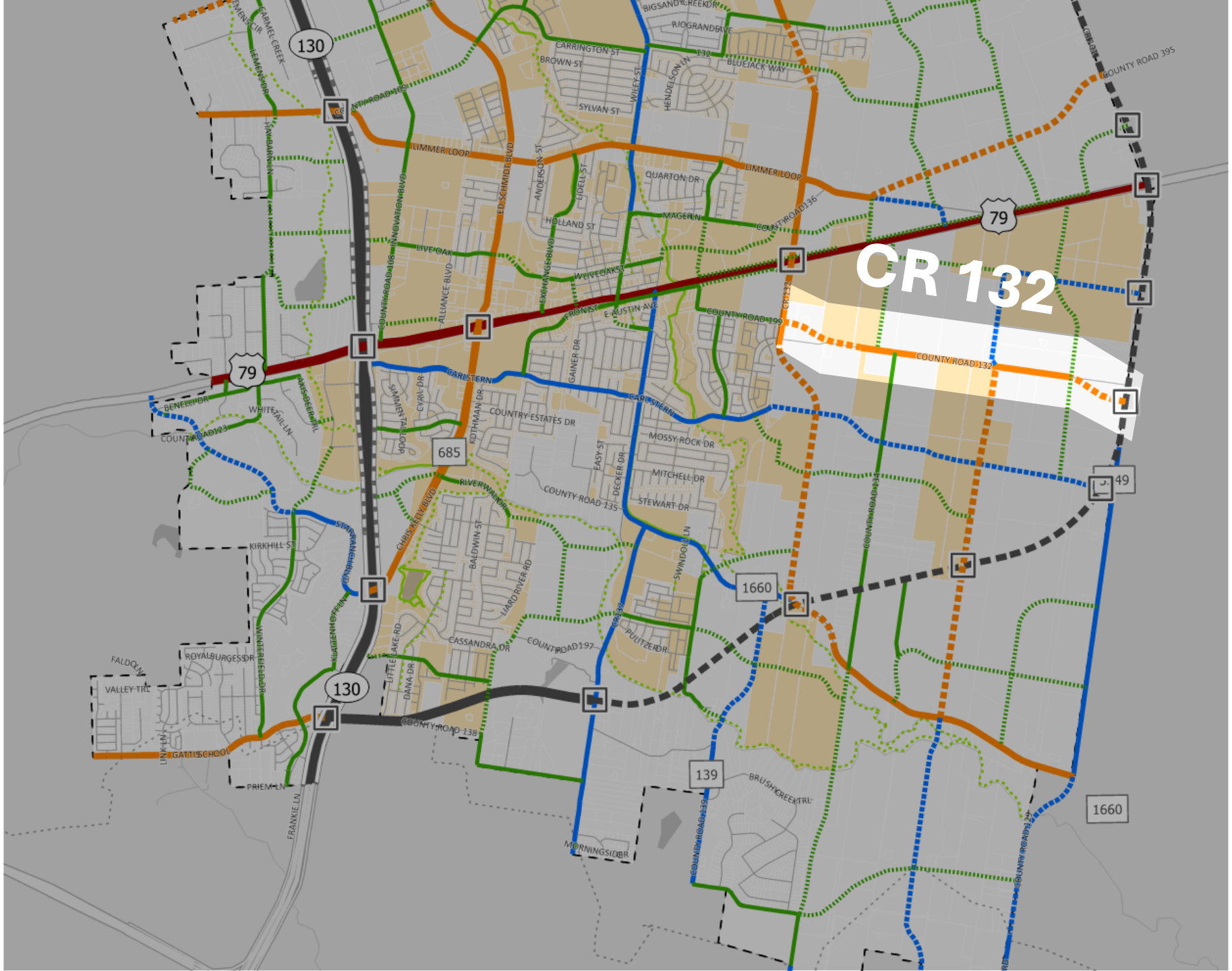
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MOSSY ROCK DR
MITCHELL DR
STEWART DR
RIVERWALK DR
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BALDWIN ST
LIARD RIVER RD
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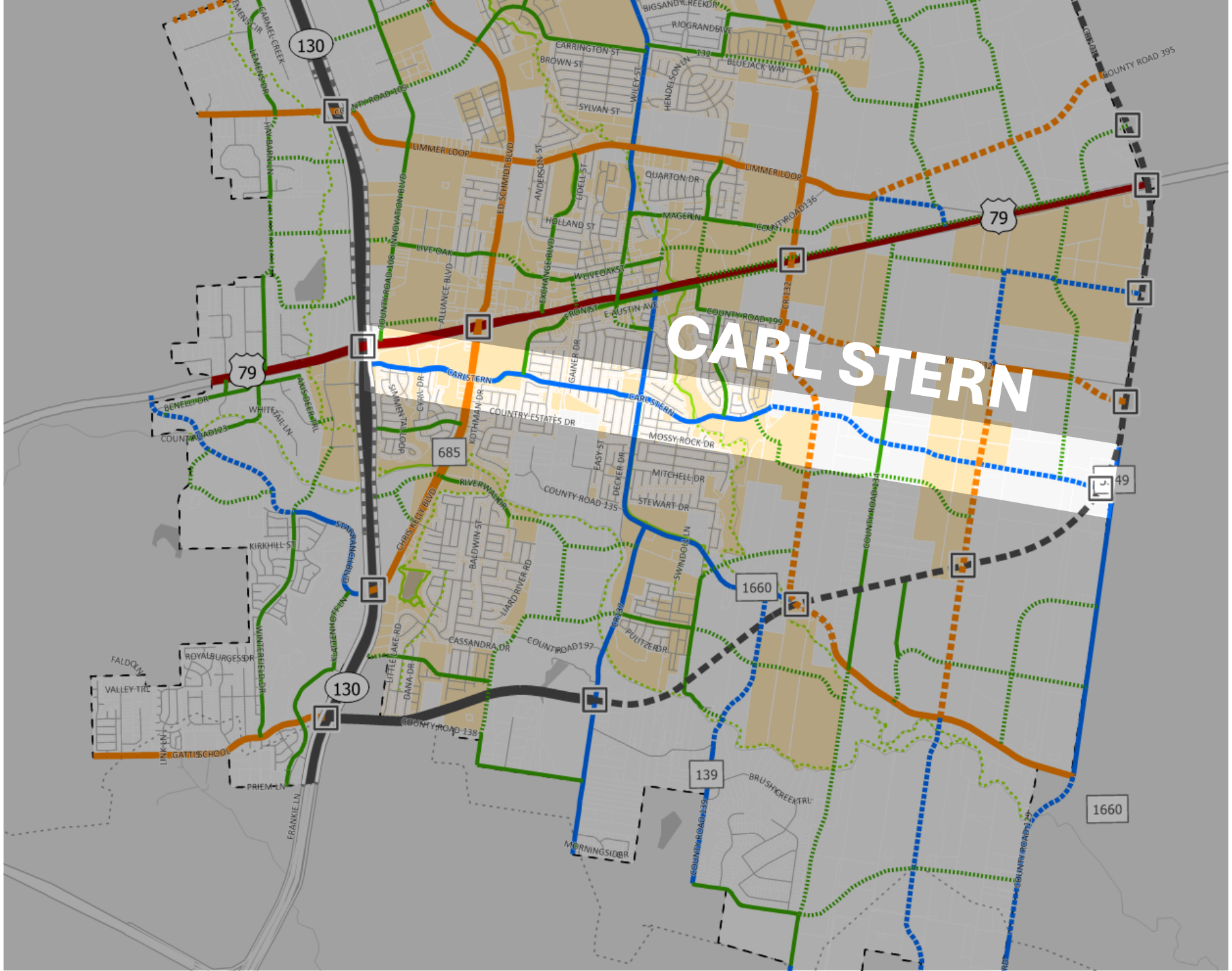
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ALLIANCE BLVD
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BENELLI DR
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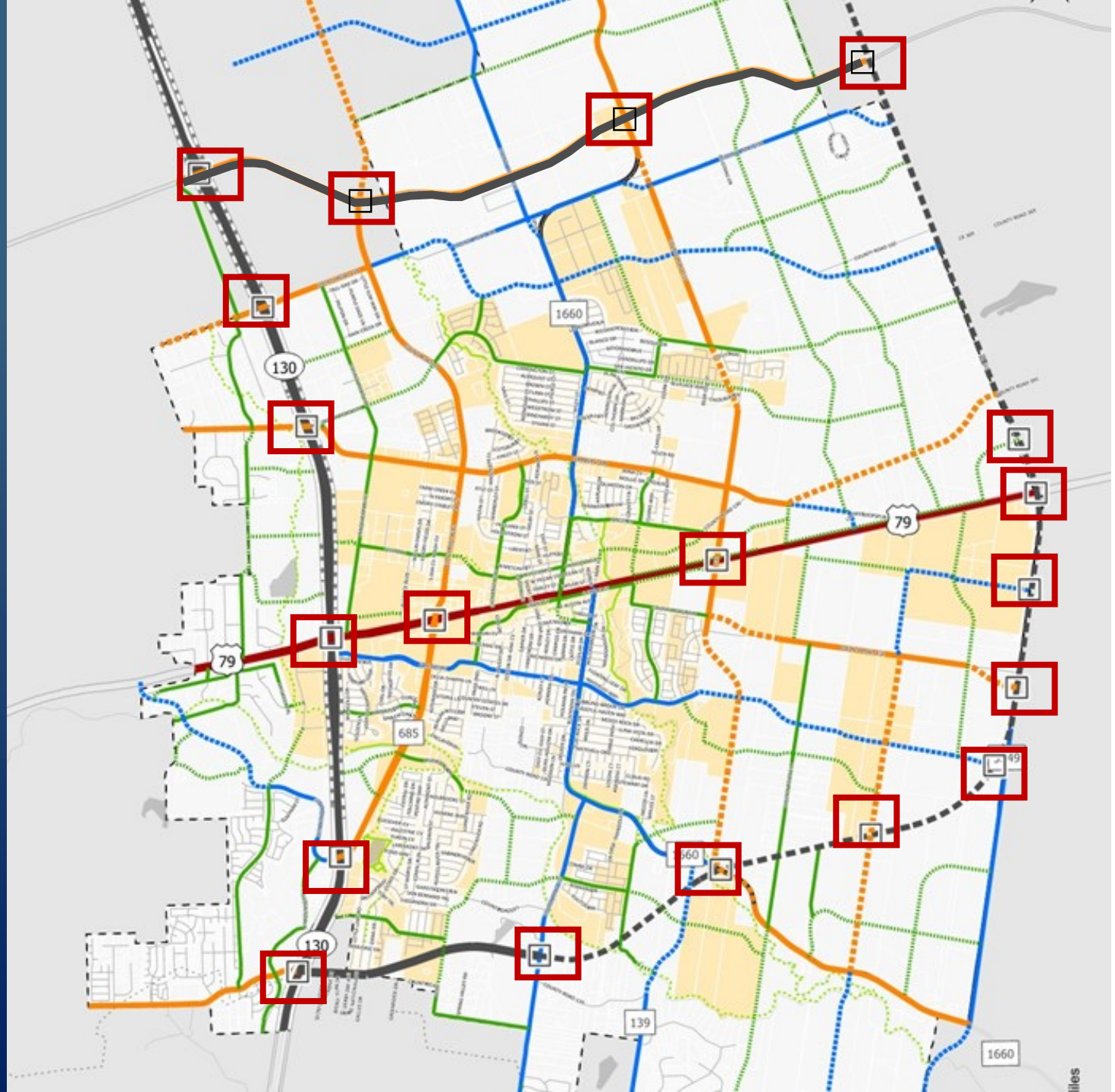


Existing & Proposed Thoroughfares

- Controlled Access (State/County)
- Regional Arterial
- Major Arterial
- Minor Arterial
- Collector

1

THOROUGHFARE PLAN UPDATE

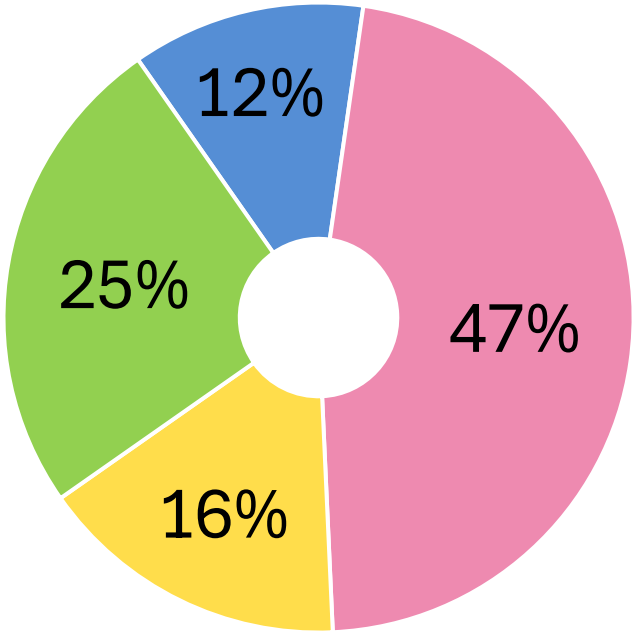
REQUESTED ACTION: RECOMMENDATION FOR APPROVAL OF THE THOROUGHFARE PLAN AS THE BASIS FOR TRANSPORTATION IMPACT FEE PROGRAM UPDATE

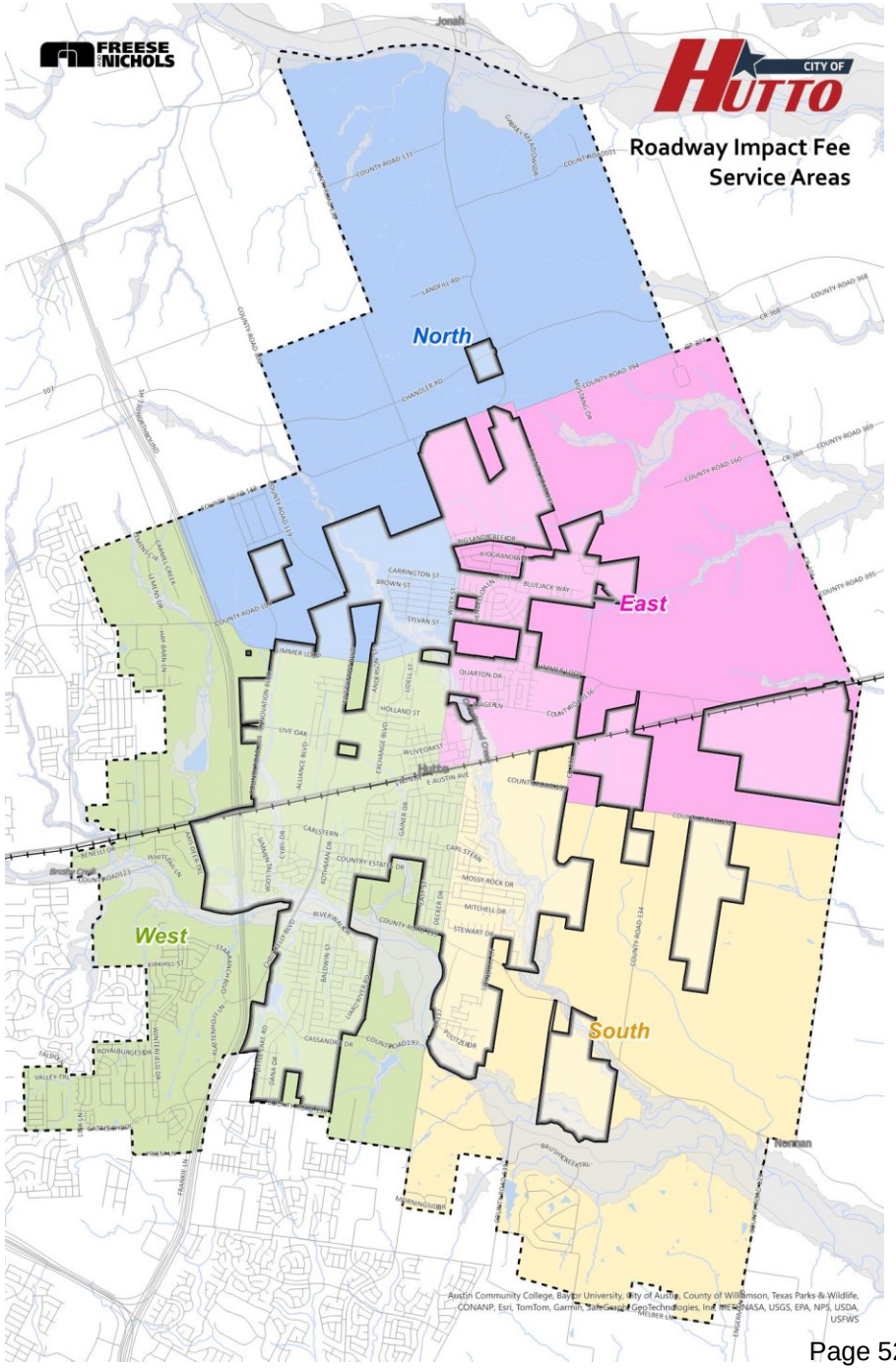
GROWTH ASSUMPTIONS

10-YEAR POPULATION

8.75%

+42,140 = ~12,040 du



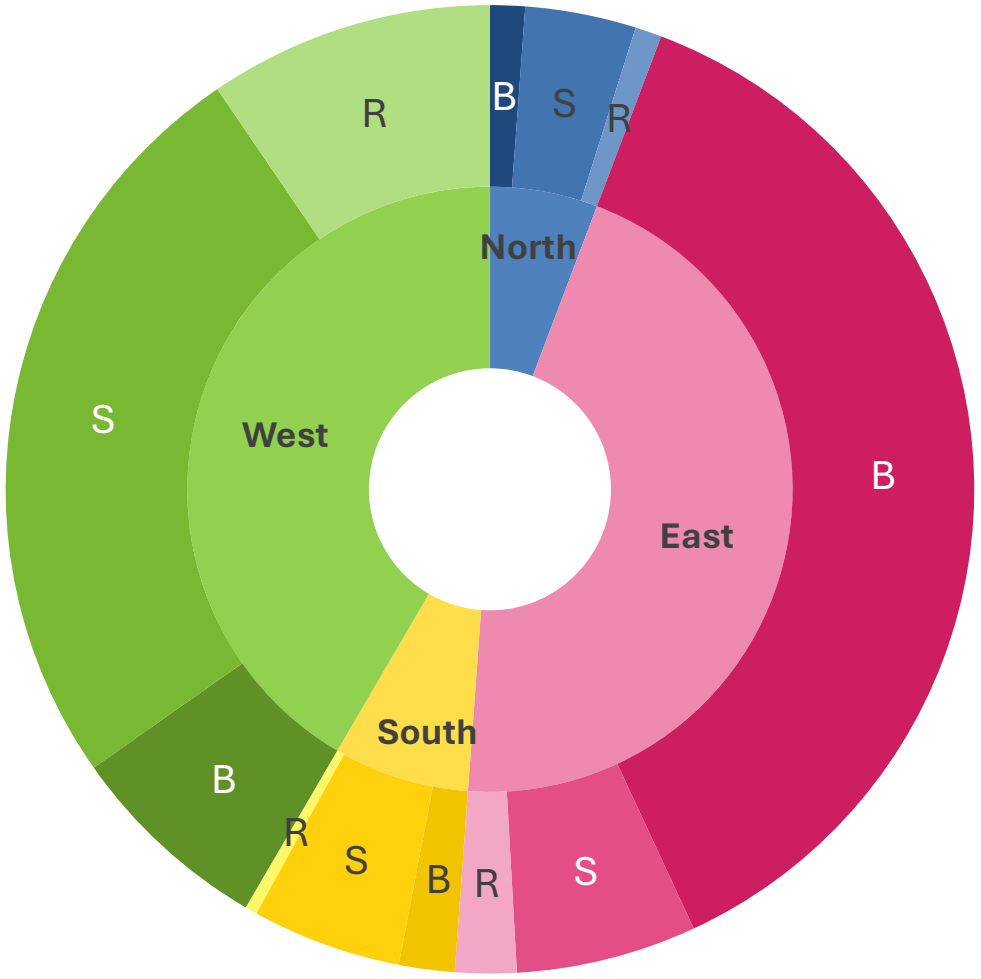


GROWTH ASSUMPTIONS

10-YEAR EMPLOYMENT

9.00%

+24,370



BASIC (47%)

Agriculture, Construction, Manufacturing, Warehousing

SERVICE (40%)

Information, Finance, Administrative, Professional, Education

RETAIL (13%)

Wholesale and Retail Trade

2

IMPACT FEE UPDATE & RESOLUTION REQUEST

REQUESTED ACTION: RESOLUTION CALLING FOR A PUBLIC HEARING (September 5th) TO UPDATE THE TRANSPORTATION IMPACT FEE PROGRAM UPDATE

TRANSPORTATION IMPACT FEE

- **State Legislation: Ch. 395, TLGC**
- **One-time** fee; up-front knowledge
- Program Implemented in **2018**
- *Implementing key thoroughfare plan* ***improvements to serve growth***
- **Structured** approach to fees based on type and size of new development
- *Fees* ***proportional*** *to system impact*

Philosophical Approach:
New Development should share in the cost to provide service

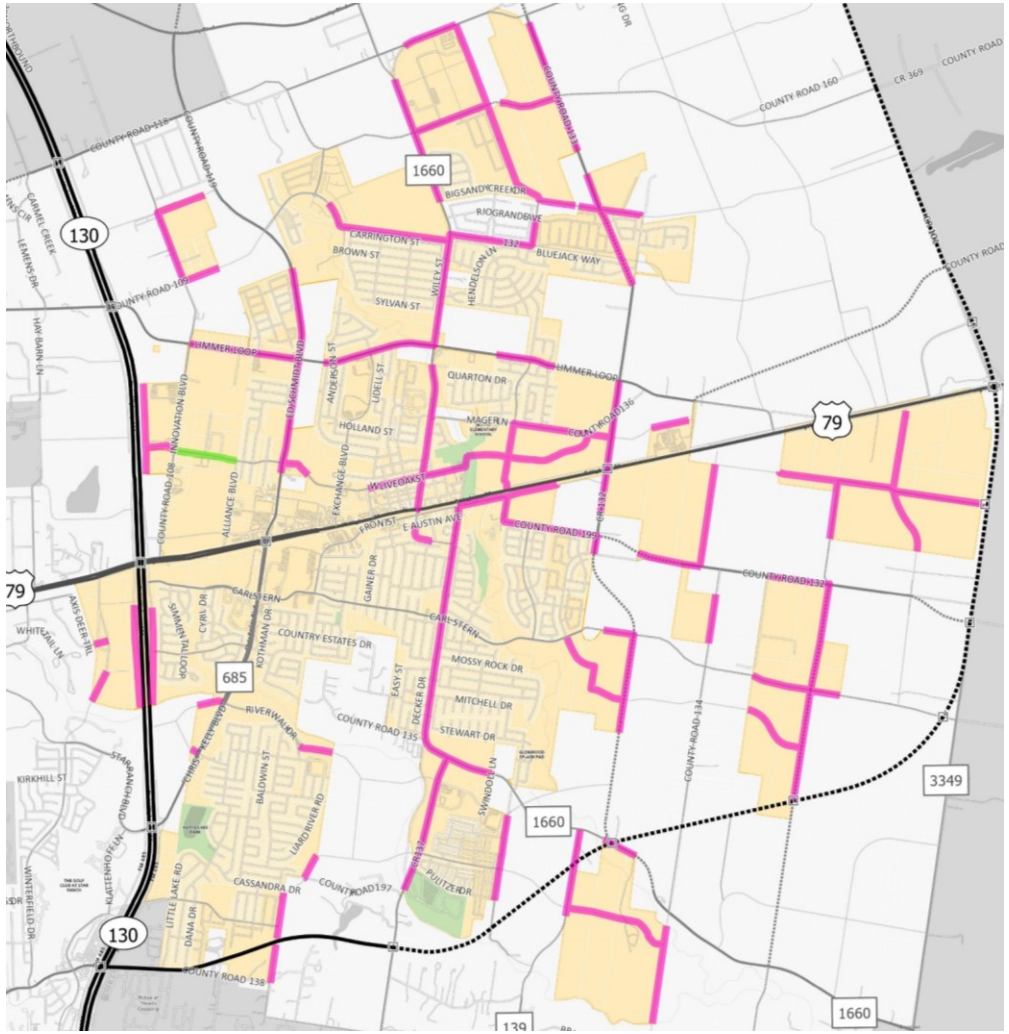


IMPACT FEE CIP (IFCIP)

- **Roadways**
  - Arterial or Collector class roads on the Thoroughfare Plan
  - Within City Limits only

- City's portion of costs for:
  - Construction
  - ROW
  - Engineering
  - Bridges
  - Signals
  - Debt Services

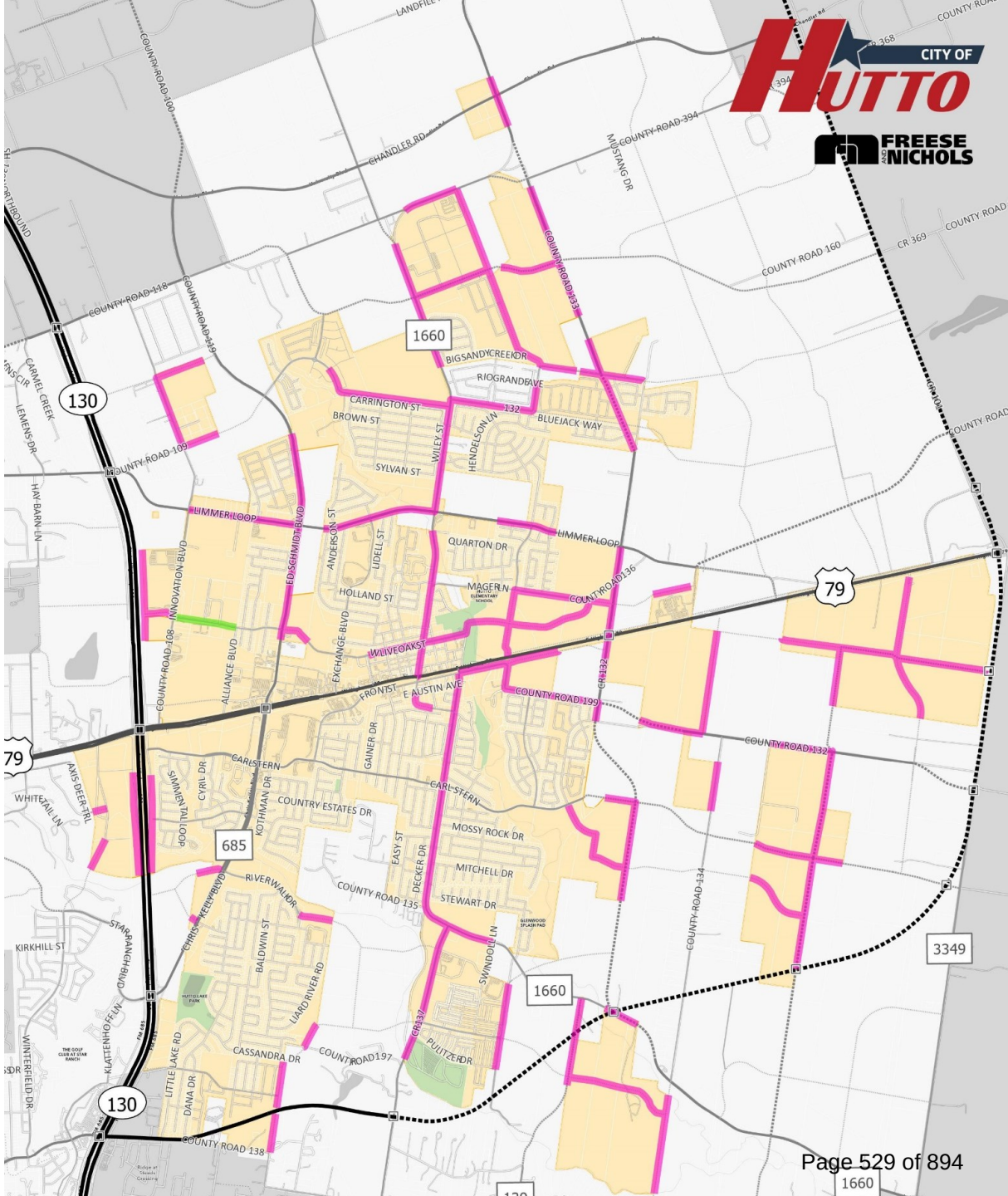
- State facilities eligible (City's portion only)
- Recoupment projects eligible



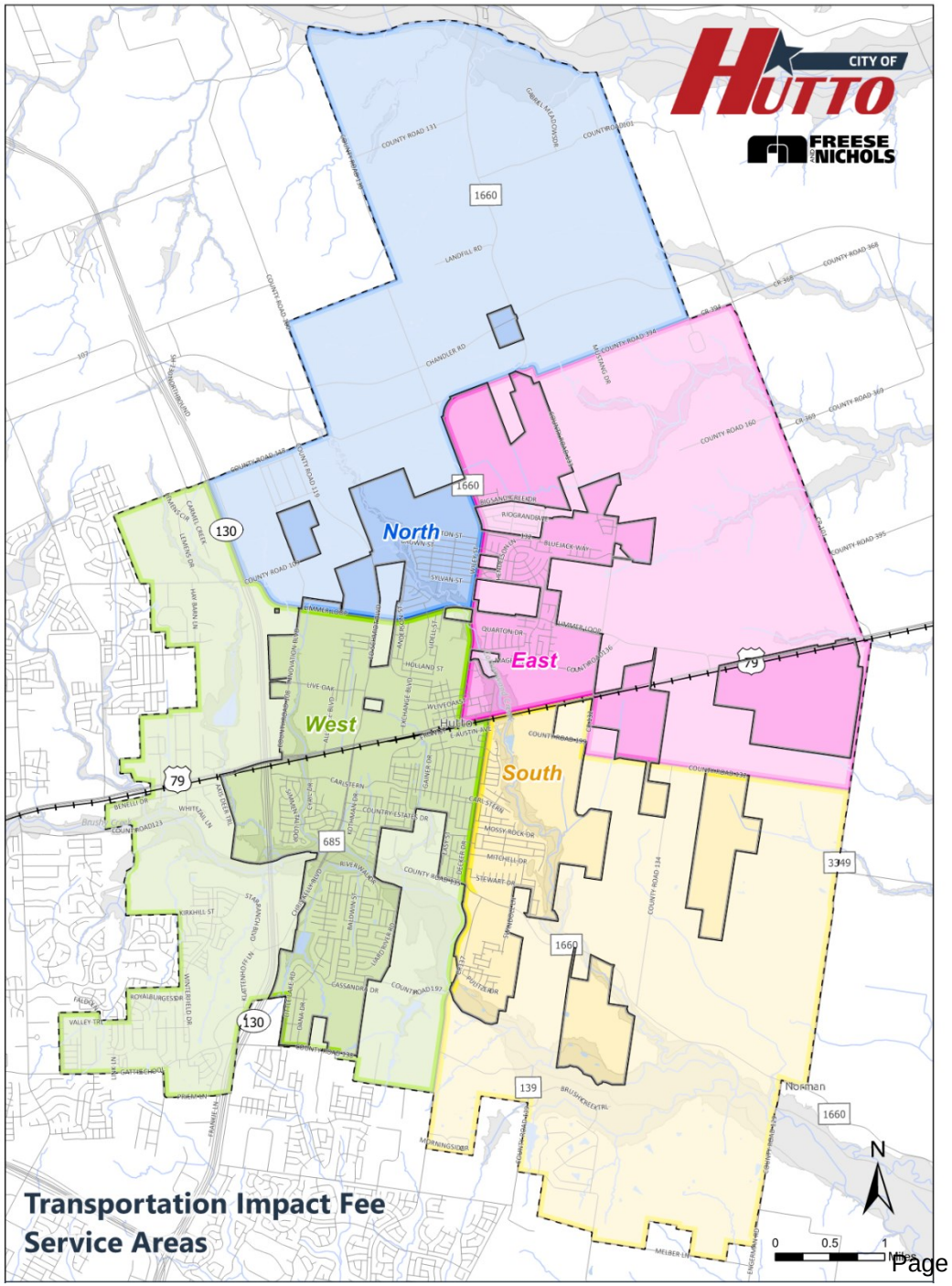
Roadway IFCIP Snapshot

- 83 Project segments
- Capacity added: 39,781 veh-mi
- *Net* Capacity added: 37,972 veh-mi

- Total Cost of IFCIP: $161M
- Cost of Net Capacity: $153M
- Debt Service: $77M
- Percent Capacity Attributable to Growth: 100%
- Cost Attributable to Growth: $210M



TRANSPORTATION SERVICE AREAS



CALCULATION OF COST per SERVICE UNIT

- Previous credited max per SU = $1,960
- Currently collecting:
  - $400/SU (non-residential)
  - $784/SU (residential)

Maximum Fee Cost Summary		
Service Area	**Credited Max Cost per Service Unit (veh-mi)**	**Actual Cost per Service Unit (veh-mi)**
N	$2,776	$3,002
E	$1,089	$1,190
S	$3,647	$3,913
W	$991	$1,125



COLLECTION RATE CONSIDERATIONS

- Option for lowest of four service areas
- “Across the Board” rate (i.e. $991; varying percentage)
- Residential vs. Non-Residential rates (current application)
- Percentage of maximum (i.e. 50%)
  - Will result in varying collection rates among roadway service areas
- Other Specific Policy Considerations



STEPS FORWARD

- Resolution Calling for Public Hearing: **July 11th**
- Public Noticing: **August 4th**
- Public Hearing and Ordinance First Reading: **September 5th**
- Ordinance Second Reading and Adoption: **September 19th**

- CIAC Letter of Recommendation: August 2nd
  - LUA, CIP and Cost per Service Unit Calculations
  - Collection Rate Consideration

2

IMPACT FEE UPDATE & RESOLUTION REQUEST

REQUESTED ACTION: RESOLUTION CALLING FOR A PUBLIC HEARING (September 5th) TO UPDATE THE TRANSPORTATION IMPACT FEE PROGRAM UPDATE

AGENDA ITEM REPORT
12.5.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2024-137 to adopt the updated Thoroughfare Plan (Matt Rector)
Meeting:	Thursday, July 11, 2024
Department:	Engineering /
Staff Contact:	

BACKGROUND INFORMATION:

This agenda item has been added to request Council consideration for approval of an element of the Mobility Master Plan. The Mobility Master Plan was approved as a planning component in the Fiscal Year 2024 budget.

City Council approved a professional service contract to retain the services of Freese and Nichols, Inc. for an update of the Mobility Master Plan and Transportation Impact Fee as part of the Fiscal Year 2024 approved budget.

Council to consider (1) approval/adoption of the Hutto Thoroughfare Plan element of the ongoing Mobility Master Plan update as the basis of the updated transportation impact fee calculation and program update. Adoption of the Thoroughfare Plan will be a component of the roadway and classifications that are attributed to the Capital Improvement projects.

A) Approval of the Hutto Thoroughfare Plan with modifications based on network analyses and future conditions. With its adoption, it will be used (1) in the ongoing update of the Master Mobility Plan to make recommendations about future network usage and mobility. The Planning and Zoning Commission, convening as the Capital Improvements Advisory Committee (CIAC), approved this updated thoroughfare plan in May 2024.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

1. Hutto Res for Mobility Master Plan 7.09.24

2. FreeseNichols(3)-ThoroughfarePlanUpdates_July 1
3. FreeseNichols(1)_Hutto_CouncilMtg_07-11

RESOLUTION NO. R-2024-137

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS ADOPTING THE UPDATED HUTTO THOROUGHFARE PLAN FOR THE MOBILITY MASTER PLAN UPDATE AS THE BASIS OF THE UPDATED TRANSPORTATION IMPACT FEE CALCULATION AND PROGRAM UPDATE.

WHEREAS, the Mobility Master Plan was approved as a planning component in the Fiscal Year 2024 budget; and

WHEREAS, the City Council approved a professional service contract to retain the services of Freese and Nichols, Inc. for an update of the Mobility Master Plan and Transportation Impact Fee; and

WHEREAS, adoption of the updated Hutto Thoroughfare Plan will be a component of the roadway and classifications that are attributed to capital improvement projects; and

WHEREAS, the City Council desires to adopt the updated Hutto Thoroughfare Plan for the Mobility Master Plan update as the basis of the updated transportation impact fee calculation and program update.

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

Section 1: The foregoing recitals are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.

Section 2: The Hutto City Council hereby approves and adopts the updated Hutto Thoroughfare Plan for the Mobility Master Plan update as the basis of the updated transportation impact fee calculation, attached as Exhibit A.

AND, IT IS SO RESOLVED, PASSED AND APPROVED this 11th day of July, 2024.

PASSED, APPROVED, AND ADOPTED by the **CITY COUNCIL** of the **CITY OF HUTTO, TEXAS,** on the 11th day of July, 2024, on vote of ___ **AYES;** ___ **NAYS;** and ___ **ABSTENTIONS.**

CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Laura Hallmark, City Secretary

Exhibit A

CITY OF HUTTO

FREESE AND NICHOLS

N

Thoroughfare Plan Update
July 2024

Existing & Proposed Thoroughfares

- Controlled Access (State/County)
- Regional Arterial
- Major Arterial
- Minor Arterial
- Collector
- Highway Frontage
- Local Roads
- Grade-Separated Crossing
- City Limits
- ETJ

0 0.5 1 Miles

CITY OF HUTTO

FREESE AND NICHOLS

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Thoroughfare Plan Update
July 2024

Existing & Proposed Thoroughfares

- Controlled Access (State/County)
- Regional Arterial
- Major Arterial
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- City Limits
- ETJ

0 0.5 1 Miles

MOBILITY PLAN & TRANSPORTATION IMPACT FEE UPDATE

Capital Improvements Advisory Committee

July 2, 2024

TODAY'S AGENDA

1. Brief Project Overview

2. Thoroughfare Plan

3. Request for Resolution calling for Impact Fee update

PROJECT SCOPES

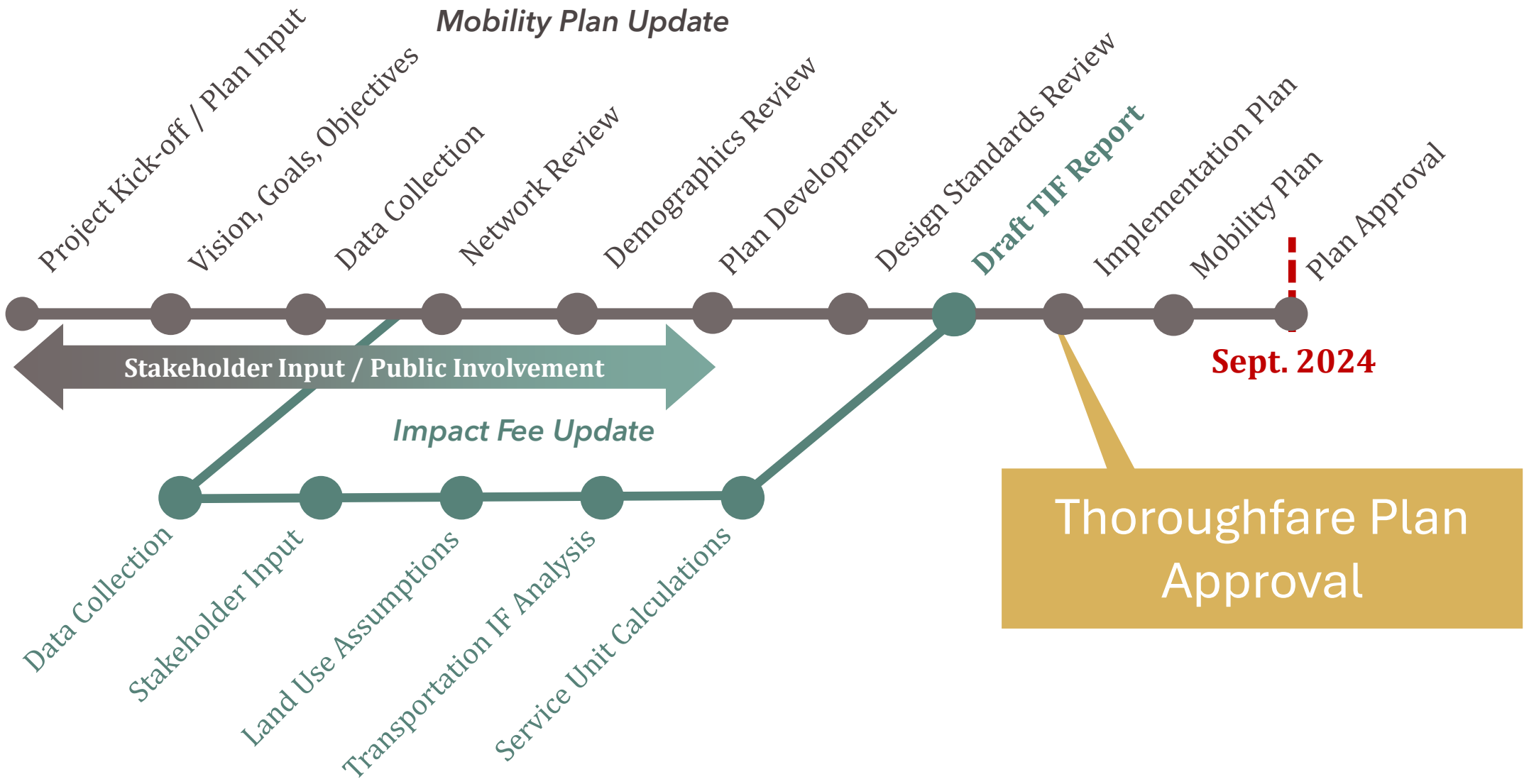
Master Mobility Plan Update

- Project Management and Coordination
- Data Collection
- Stakeholder / Public Involvement
- Forecast Conditions and Needs
- Plan Development
- Design Standards and CIP

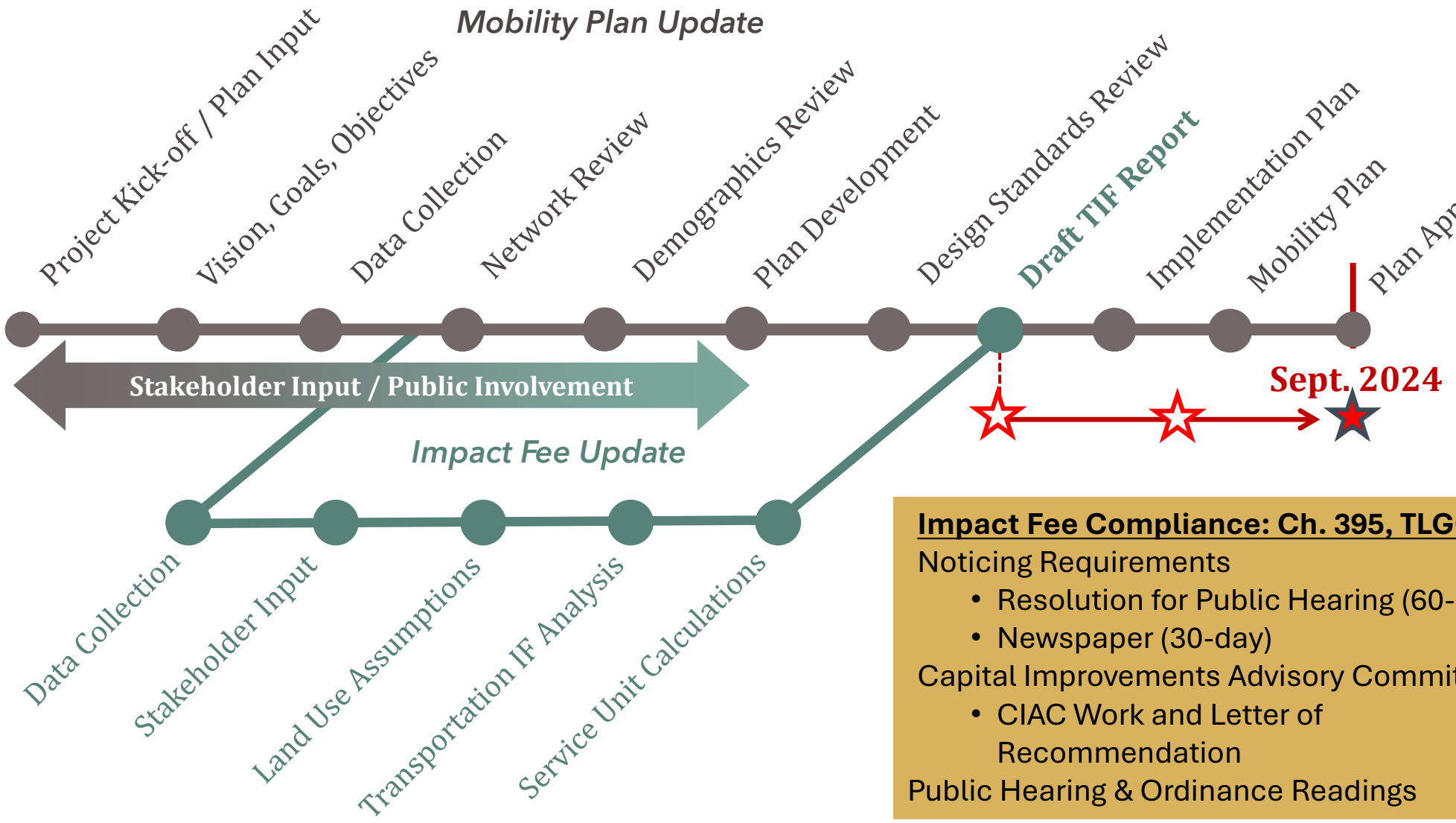
Impact Fee Update

- Project Management and Coordination
- Land Use Assumptions
- Impact Fee Analysis and Update
- Credit Calculation
- Impact Fee Report Development

PROJECT PROCESSES



PROJECT PROCESSES



Impact Fee Compliance: Ch. 395, TLGC

Noticing Requirements
- Resolution for Public Hearing (60-day)
- Newspaper (30-day)

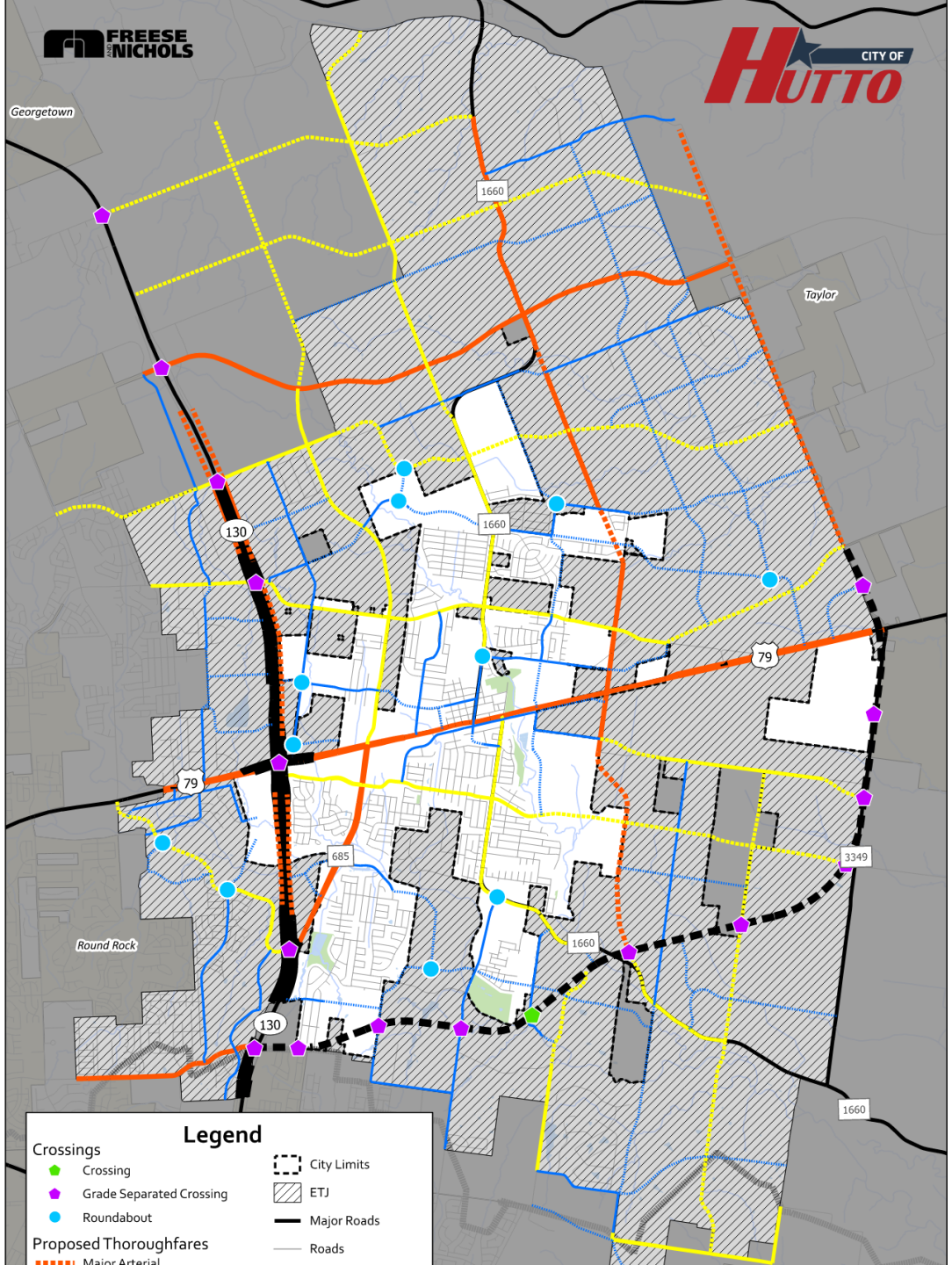
Capital Improvements Advisory Committee
- CIAC Work and Letter of Recommendation

Public Hearing & Ordinance Readings

1

THOROUGHFARE PLAN UPDATE

REQUESTED ACTION: RECOMMENDATION FOR APPROVAL OF THE THOROUGHFARE PLAN AS THE BASIS FOR TRANSPORTATION IMPACT FEE PROGRAM UPDATE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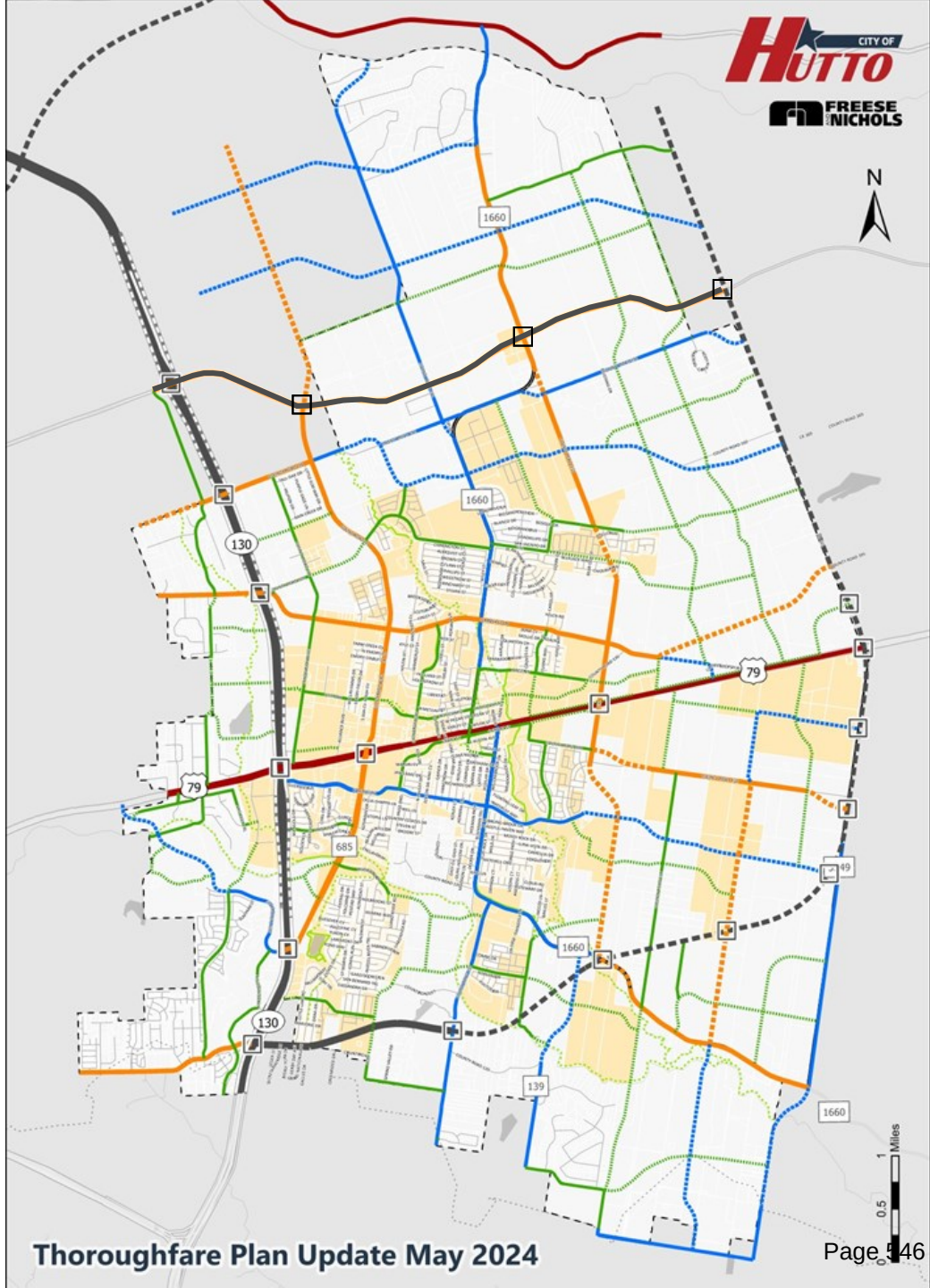
Crossing
Grade Separated Crossing
Roundabout
Proposed Thoroughfares
Major Arterial
City Limits
ETJ
Major Roads
Roads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Thoroughfare Plan Update May 2024

THOROUGHFARE PLAN

PROCESS: QUANTITATIVE + QUALITATIVE

Technical basis:

- Considers regional growth (CAMPO **2050 Travel Demand Model** data)
  - **Population** and **Employment**
  - Total daily **traffic** volumes
  - Includes existing + committed **improvements**
- Existing **Comprehensive** Plan
- Future **Land Use** Plan
- **Adjacent areas'** land use and thoroughfare plans
- Existing property **boundaries** and **new developments**

THOROUGHFARE PLAN

PROCESS: QUANTITATIVE + QUALITATIVE

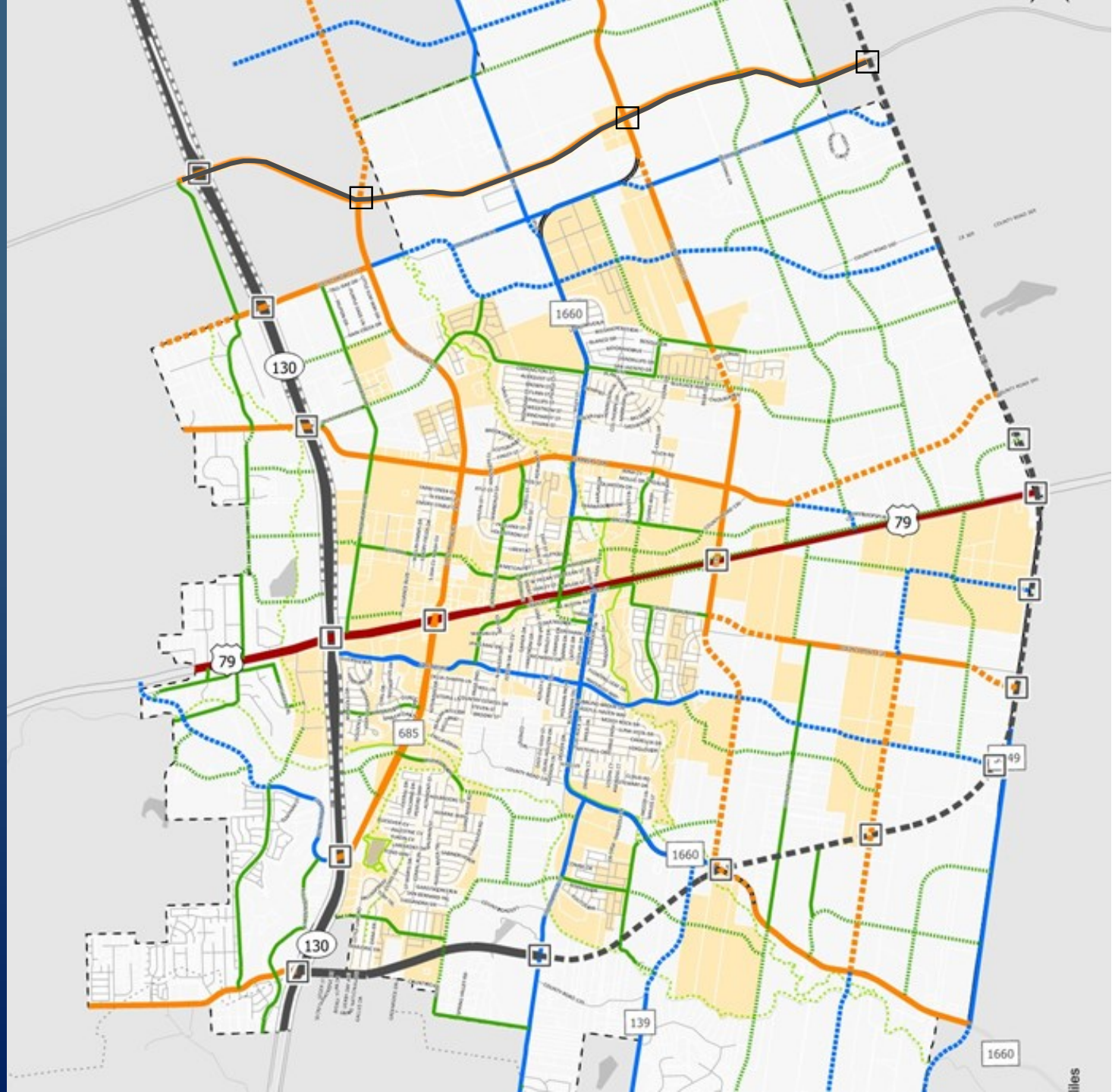
Additional considerations:

- Proper network **redundancy** (~1-mile arterial spacing)
- **Connections** to major future routes (e.g., Samsung Hwy) and **bridging** existing gaps
- **Public** comments
  - Open House March 20th
  - Online survey and interactive map
- Ensuring **access to the major connections** *via* sufficient minor connections
- **Context** of the Hutto community
  - Local economy, quality of life
  - Anything over 6 lanes (other than a large regional arterial such as US 79) is not contextually appropriate

THOROUGHFARE PLAN

FUNCTIONAL CLASSIFICATIONS

FACILITY	FUNCTION	CONFIGURATION
Controlled Access	Regional Mobility, connections with major highways, controlled access, highest volumes/speeds	
Regional Arterial	Regional Mobility, connections with employment centers, highest volumes/speeds	
Major Arterial	Cross-town movement, connecting with other arterials, higher volumes/speeds, approx. 1-mile spacing	6 lanes divided (6D)
Minor Arterial	Connects local destinations and employment centers, funnels local movement, moderate volumes, speeds	4 lanes divided or undivided (4D, 4U) Context dependent
Collector	Local movement, shorter trips, “collects” dispersed traffic from various destinations, lower volumes/speeds	2-3 lanes undivided (2U, 3U) Context dependent



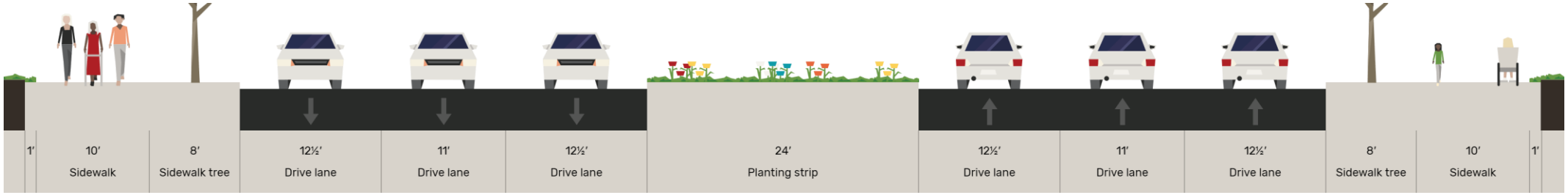
Existing & Proposed Thoroughfares

- Controlled Access (State/County)
- Regional Arterial
- Major Arterial
- Minor Arterial
- Collector

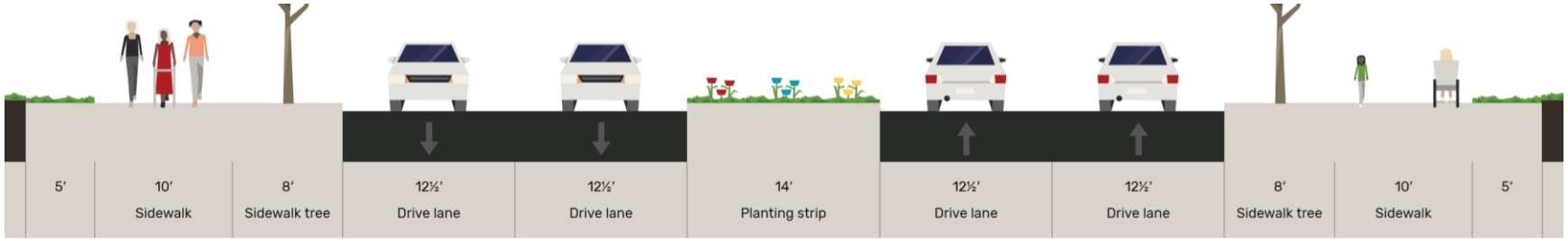
THOROUGHFARE PLAN

FUNCTIONAL CLASSIFICATIONS

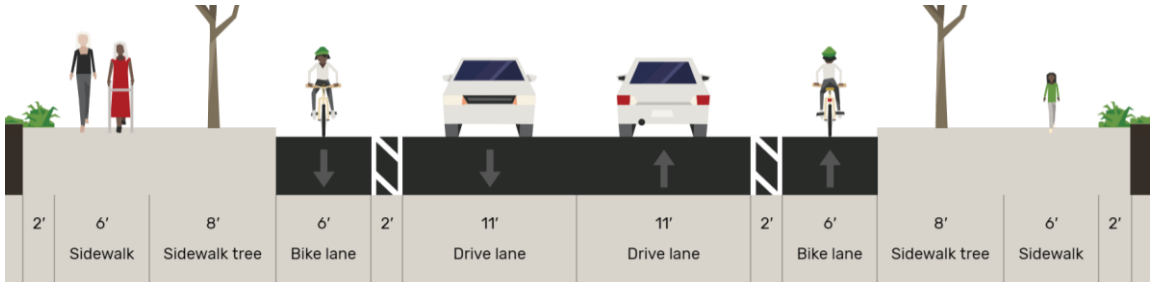
Major Arterial

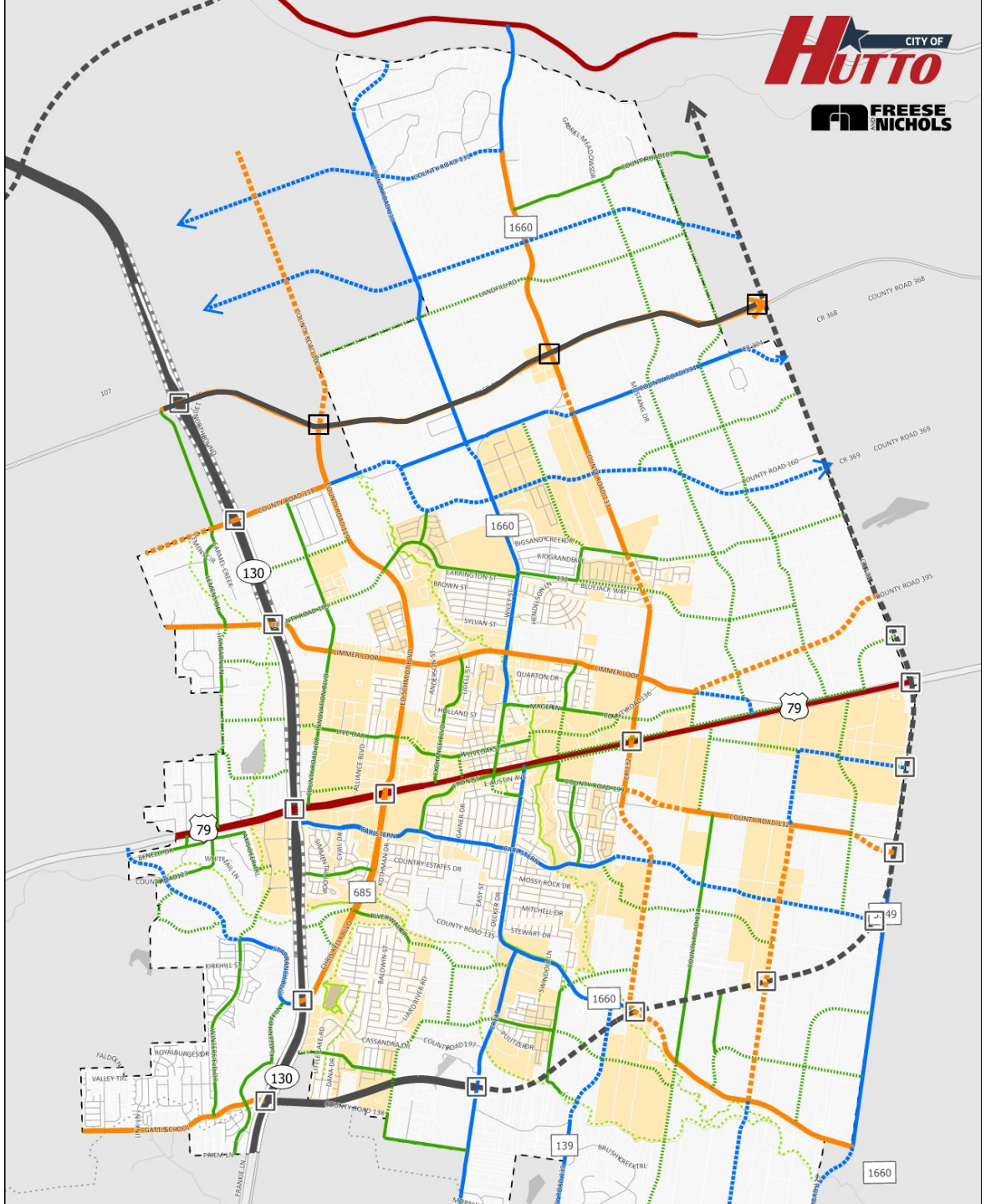


Minor Arterial



Collector

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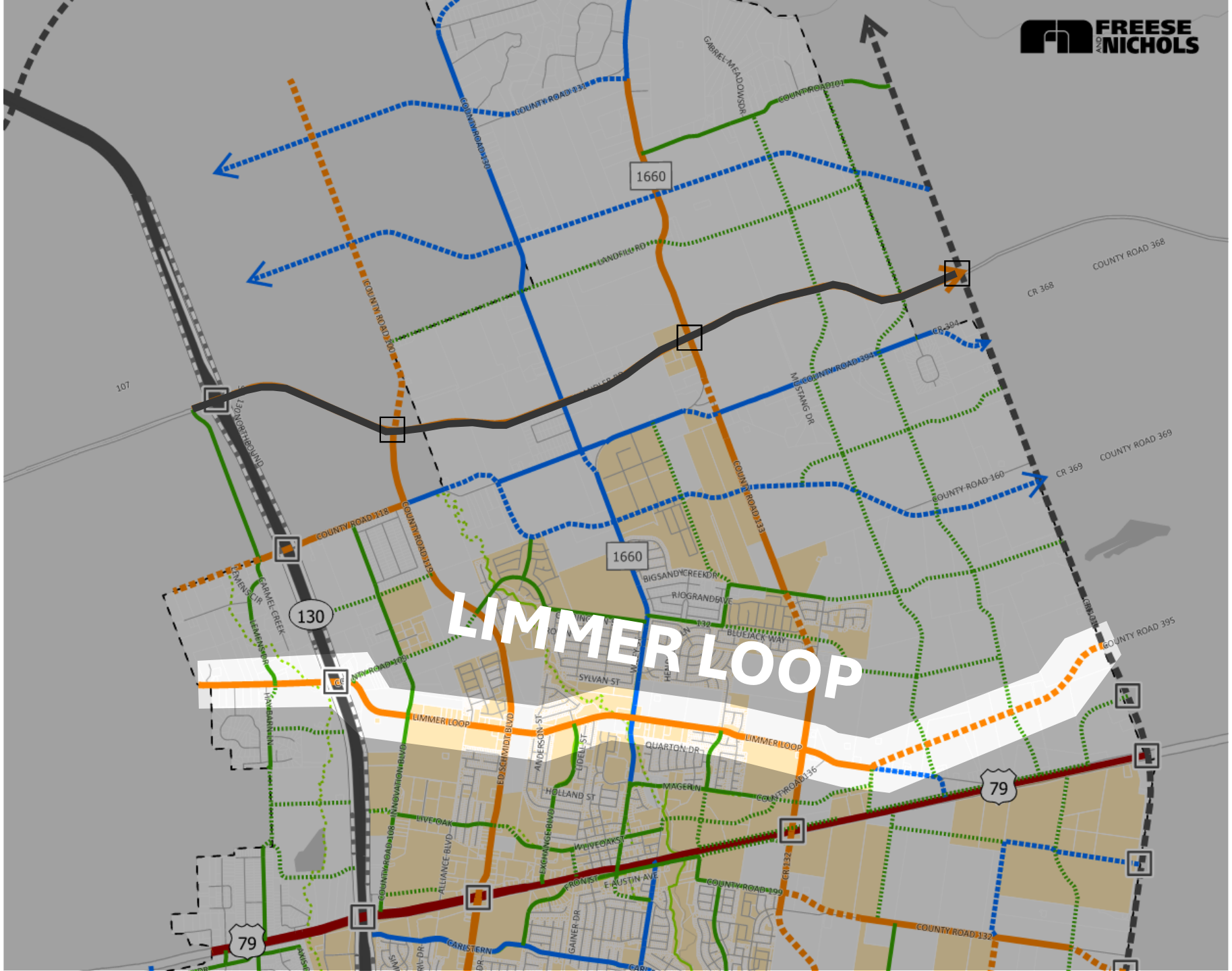
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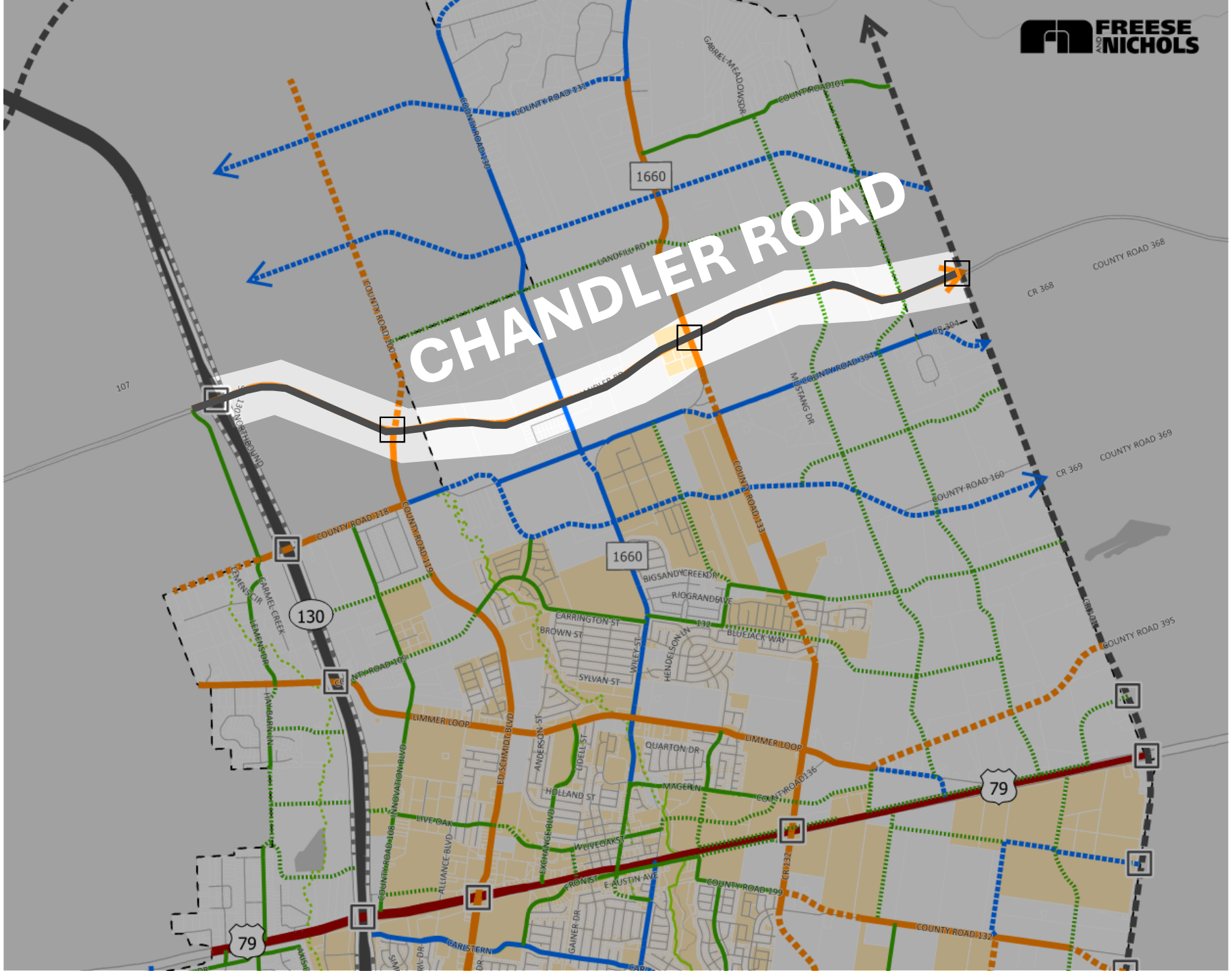
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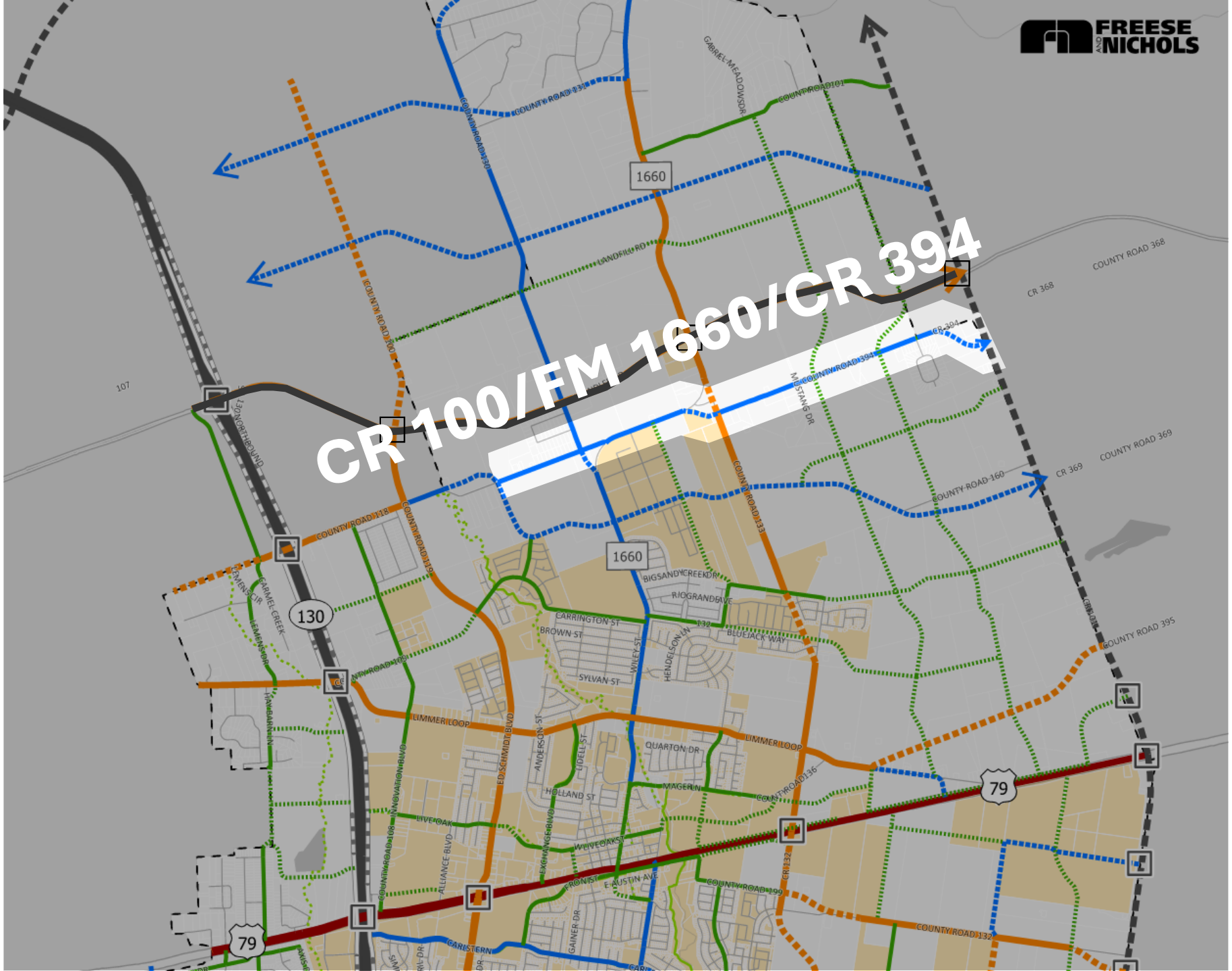
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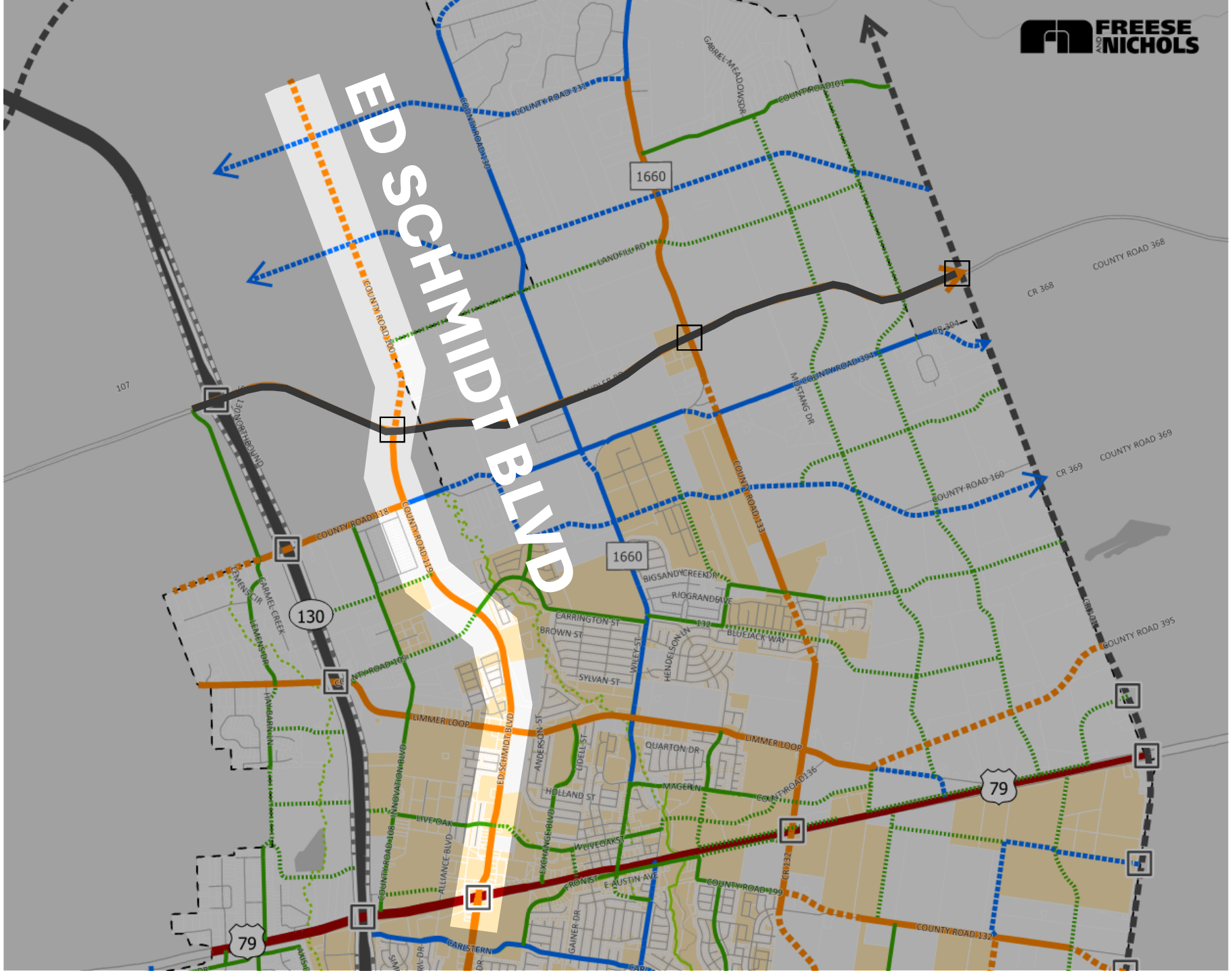
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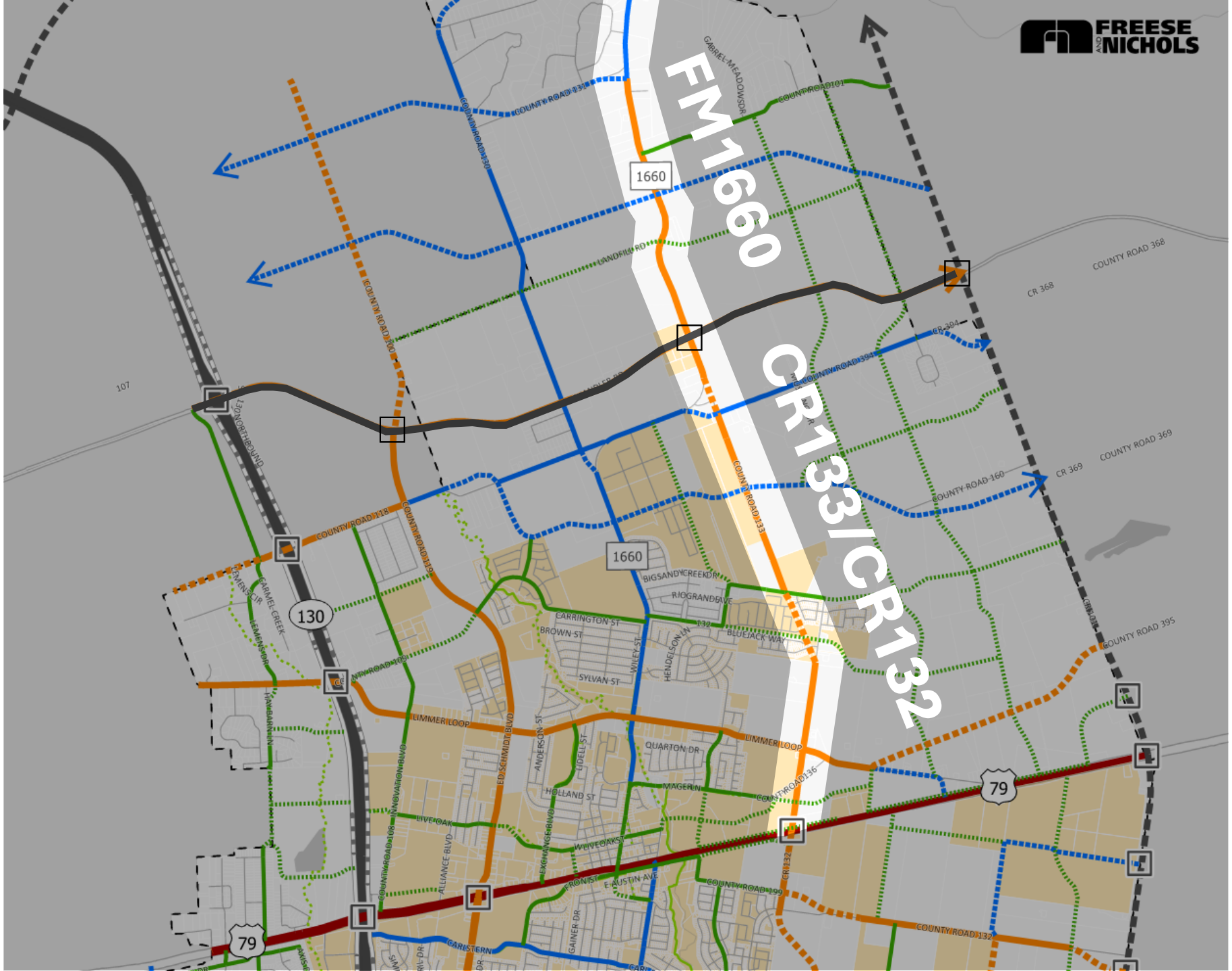
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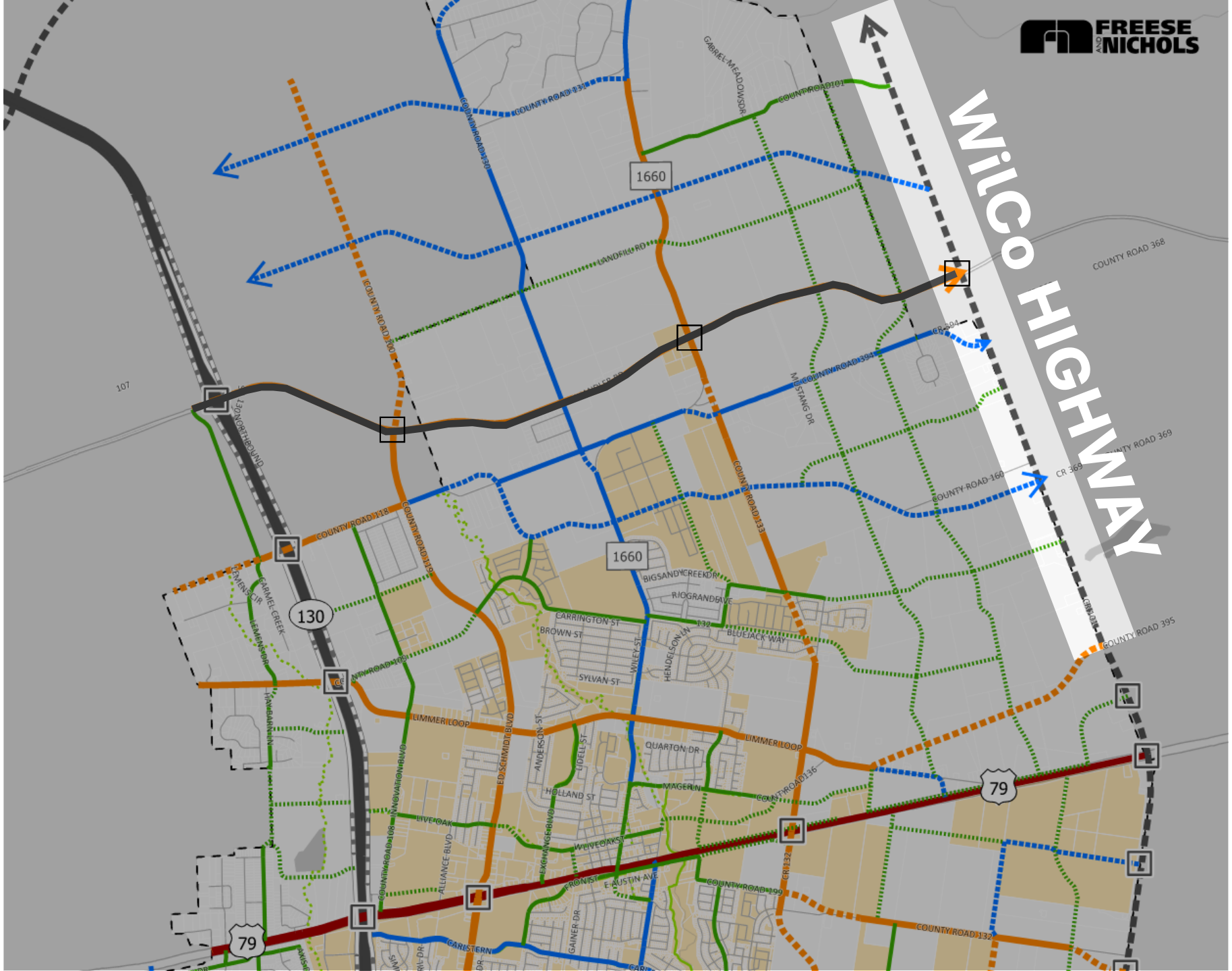
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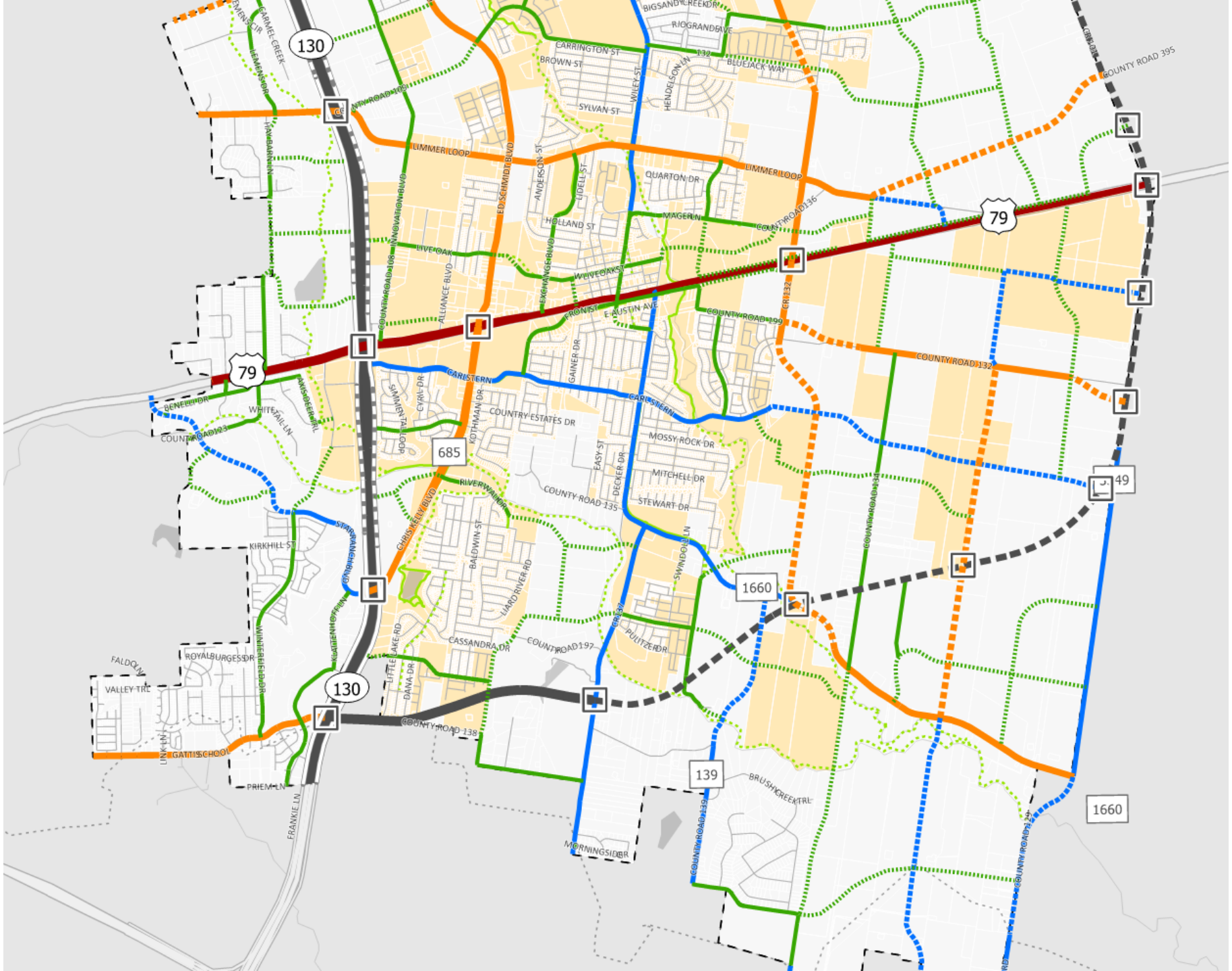
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MOSSY ROCK DR
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VALLEY TRL
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PRIEM LN
FRANKIE LN
LINK LN
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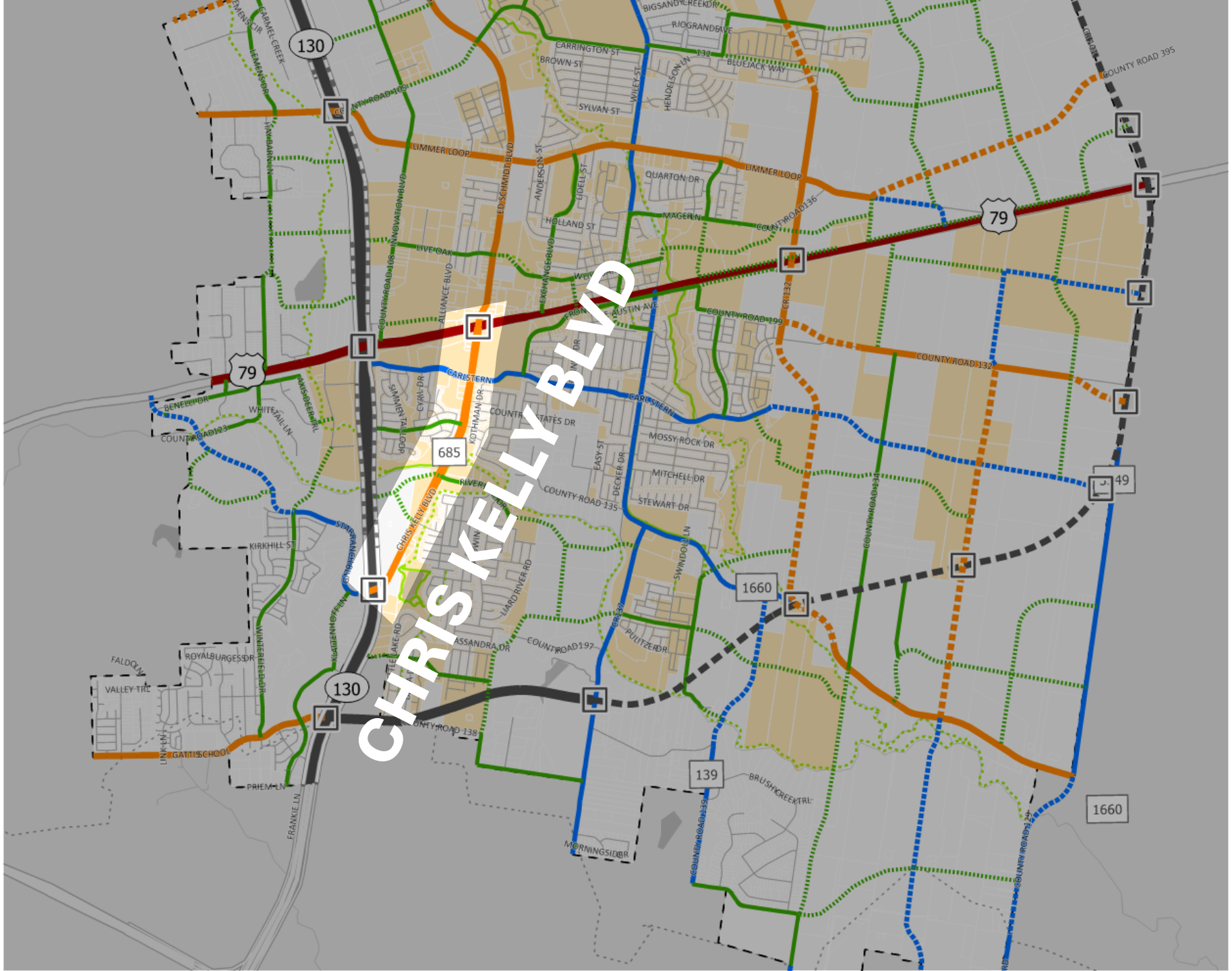
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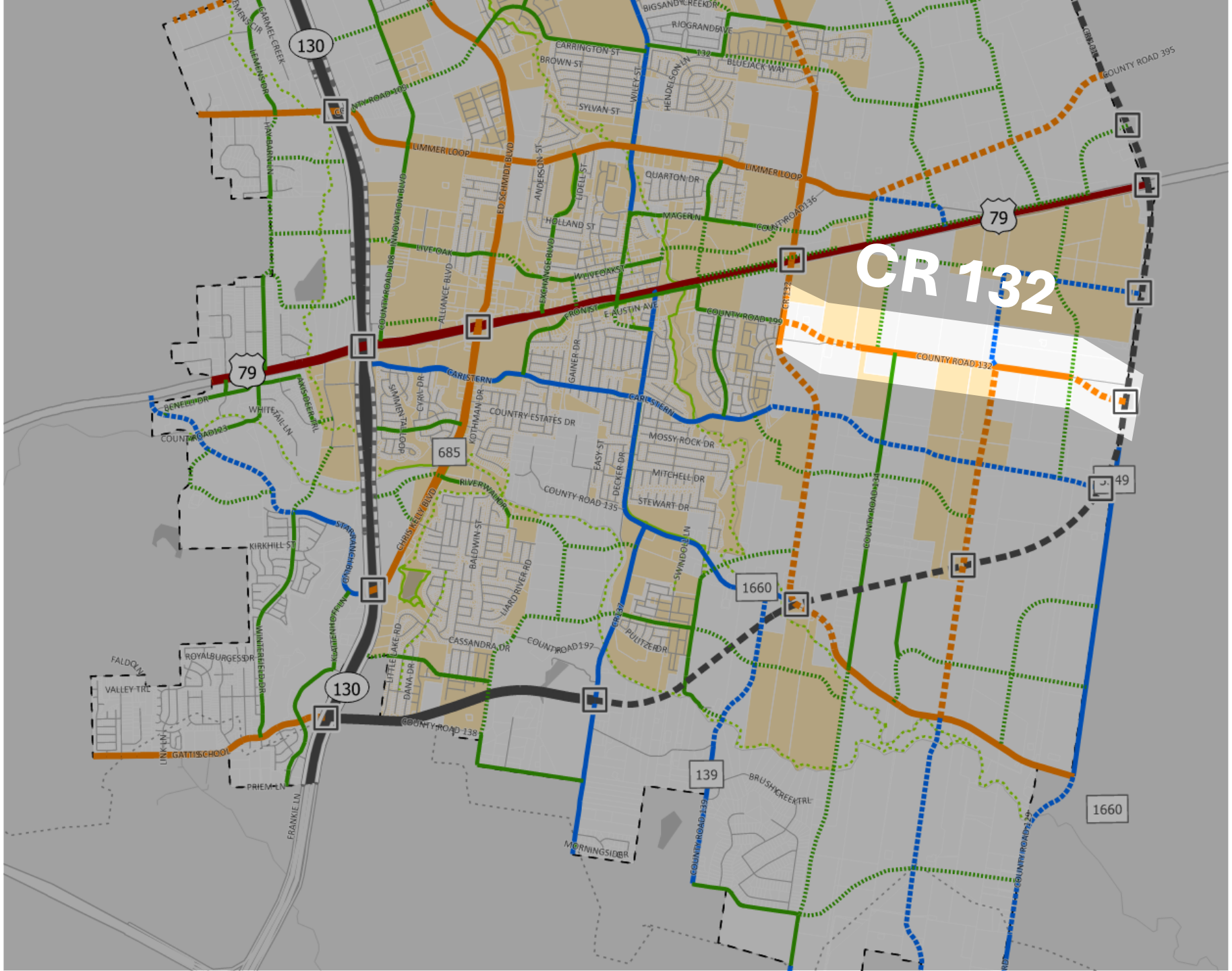
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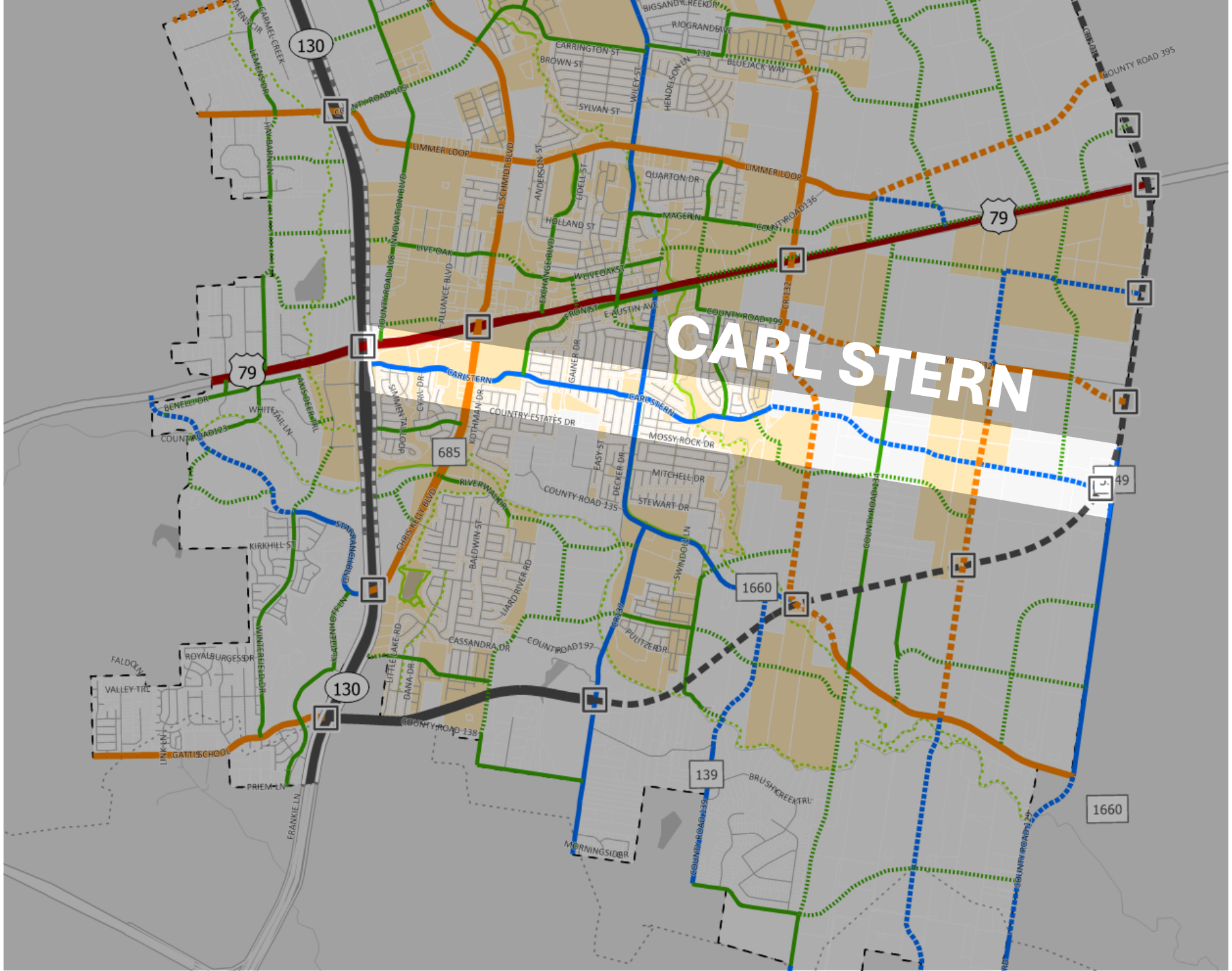
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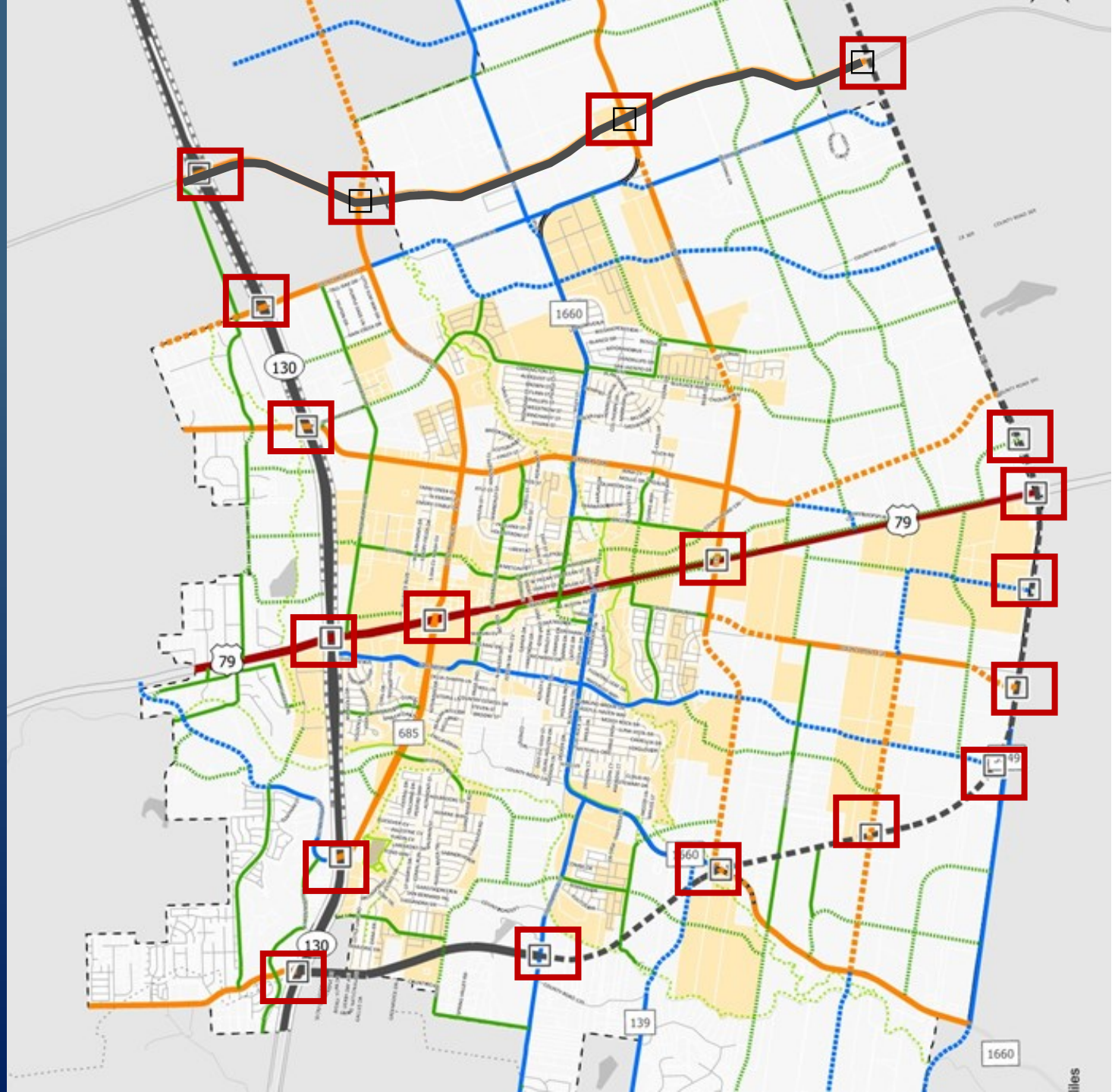


Existing & Proposed Thoroughfares

- Controlled Access (State/County)
- Regional Arterial
- Major Arterial
- Minor Arterial
- Collector

1

THOROUGHFARE PLAN UPDATE

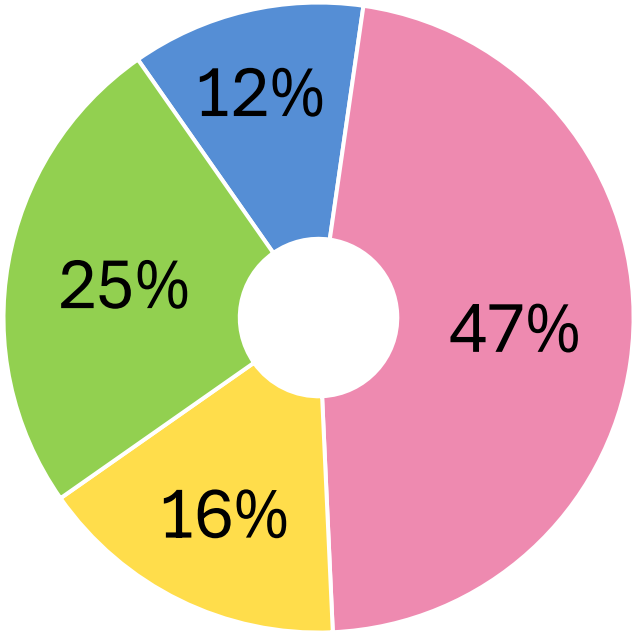
REQUESTED ACTION: RECOMMENDATION FOR APPROVAL OF THE THOROUGHFARE PLAN AS THE BASIS FOR TRANSPORTATION IMPACT FEE PROGRAM UPDATE

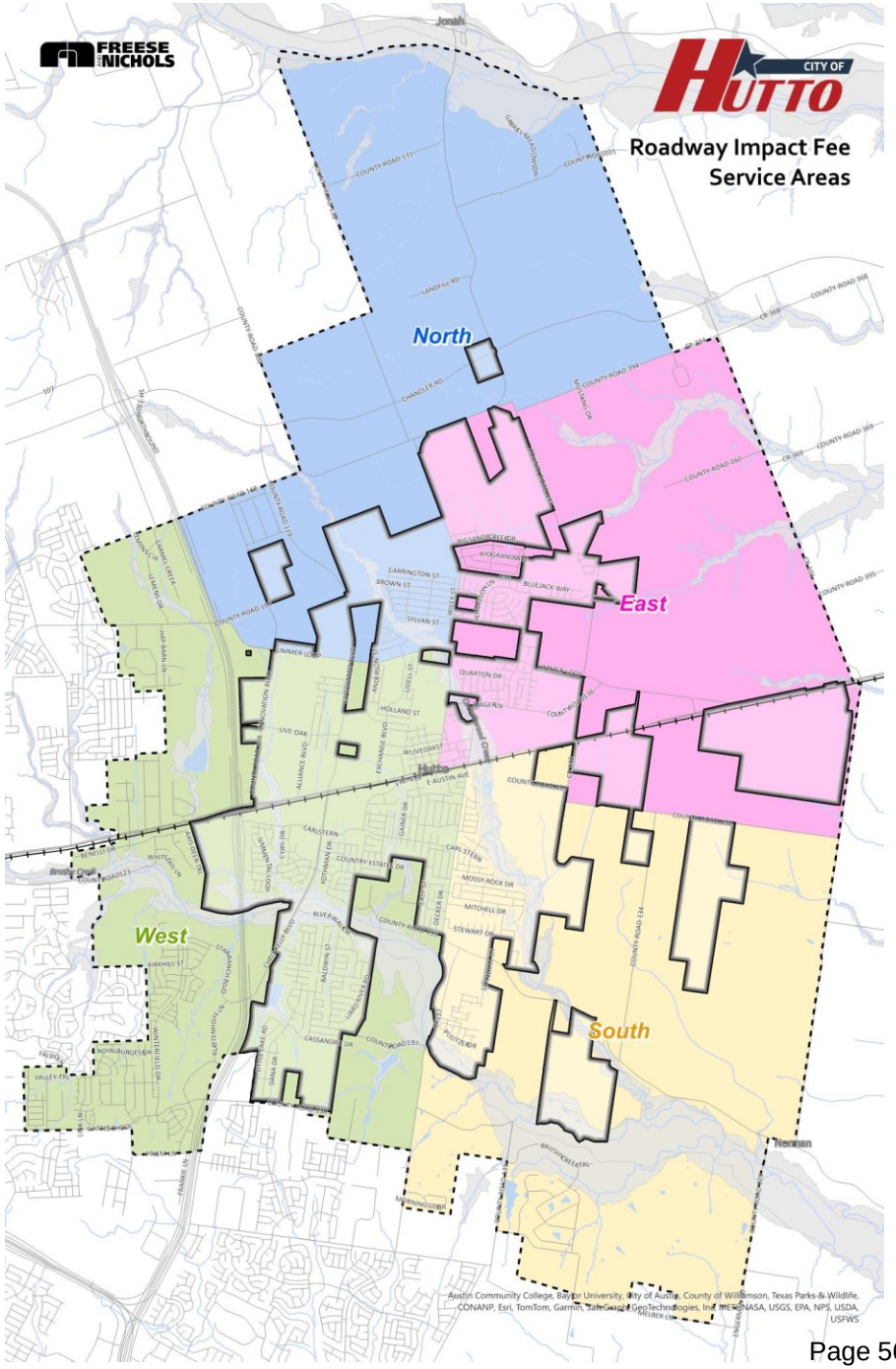
GROWTH ASSUMPTIONS

10-YEAR POPULATION

8.75%

+42,140 = ~12,040 du





GROWTH ASSUMPTIONS

10-YEAR EMPLOYMENT

9.00%

+24,370

BASIC (47%)

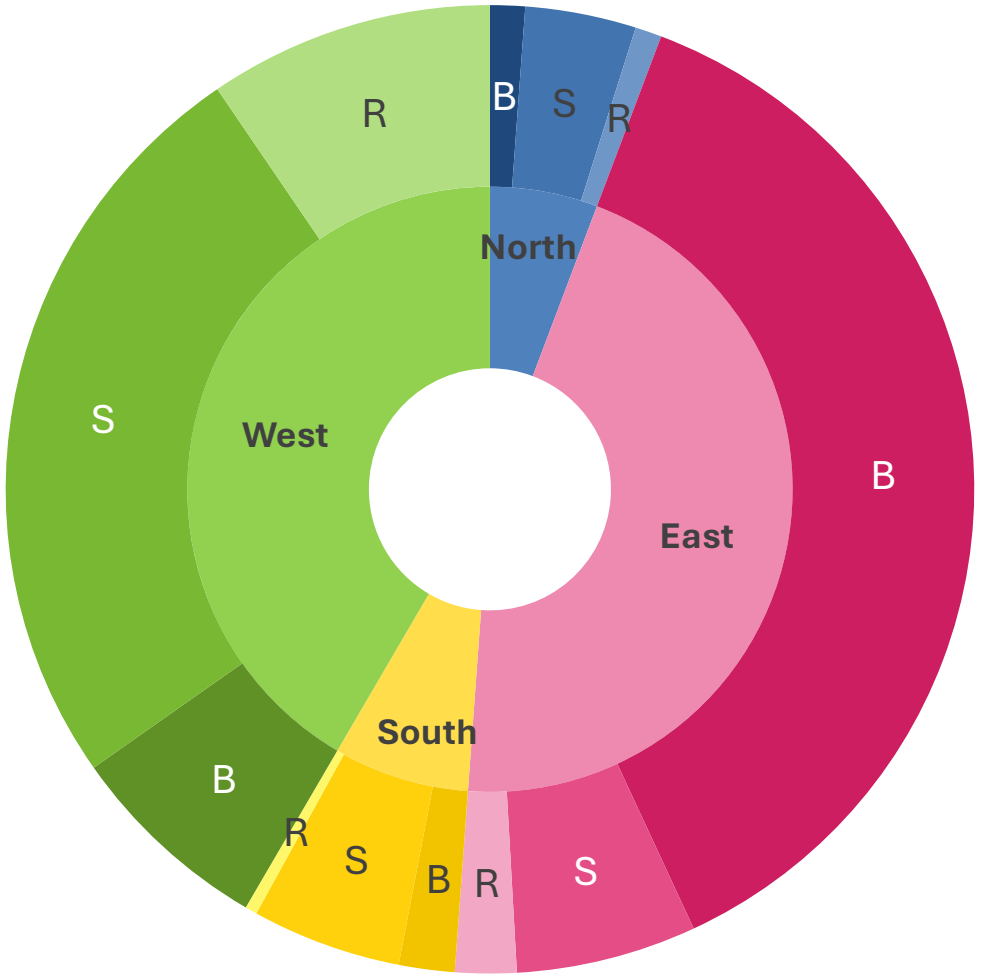
Agriculture, Construction, Manufacturing, Warehousing

SERVICE (40%)

Information, Finance, Administrative, Professional, Education

RETAIL (13%)

Wholesale and Retail Trade



2

IMPACT FEE UPDATE & RESOLUTION REQUEST

REQUESTED ACTION: RESOLUTION CALLING FOR A PUBLIC HEARING (September 5th) TO UPDATE THE TRANSPORTATION IMPACT FEE PROGRAM UPDATE

TRANSPORTATION IMPACT FEE

- **State Legislation: Ch. 395, TLGC**
- **One-time** fee; up-front knowledge
- Program Implemented in **2018**
- *Implementing key thoroughfare plan* ***improvements to serve growth***
- **Structured** approach to fees based on type and size of new development
- *Fees **proportional** to system impact*

Philosophical Approach:
New Development should share in the cost to provide service

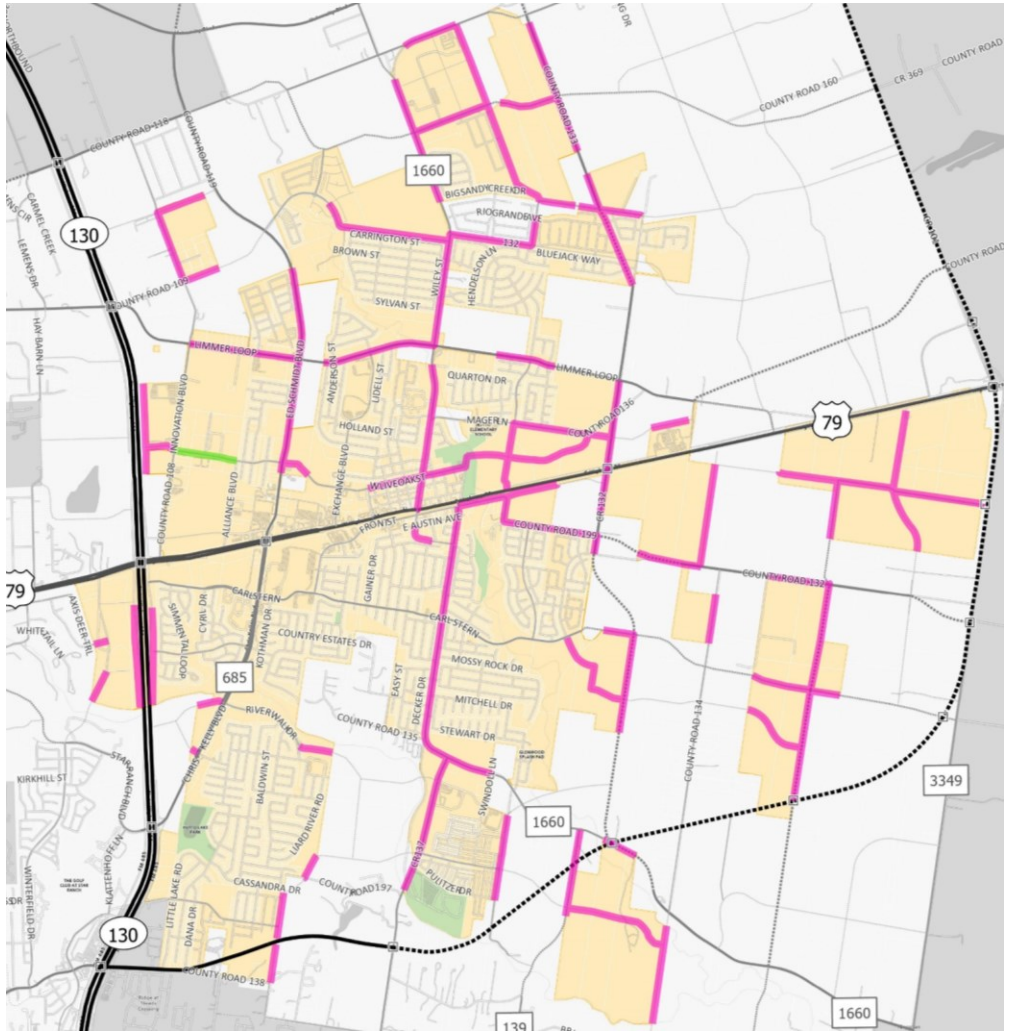


IMPACT FEE CIP (IFCIP)

- **Roadways**
  - Arterial or Collector class roads on the Thoroughfare Plan
  - Within City Limits only

- City's portion of costs for:
  - Construction
  - ROW
  - Engineering
  - Bridges
  - Signals
  - Debt Services

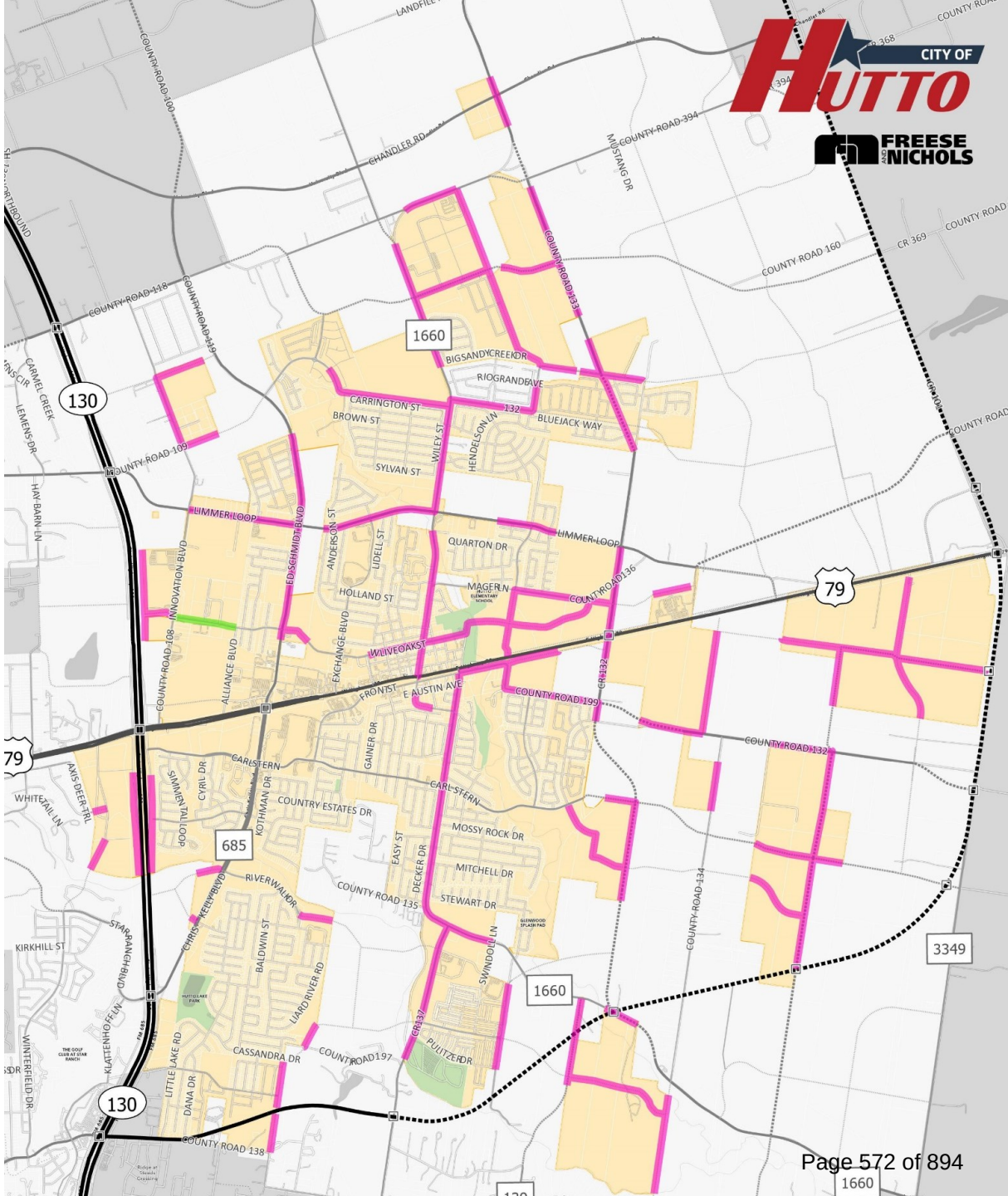
- State facilities eligible (City's portion only)
- Recoupment projects eligible



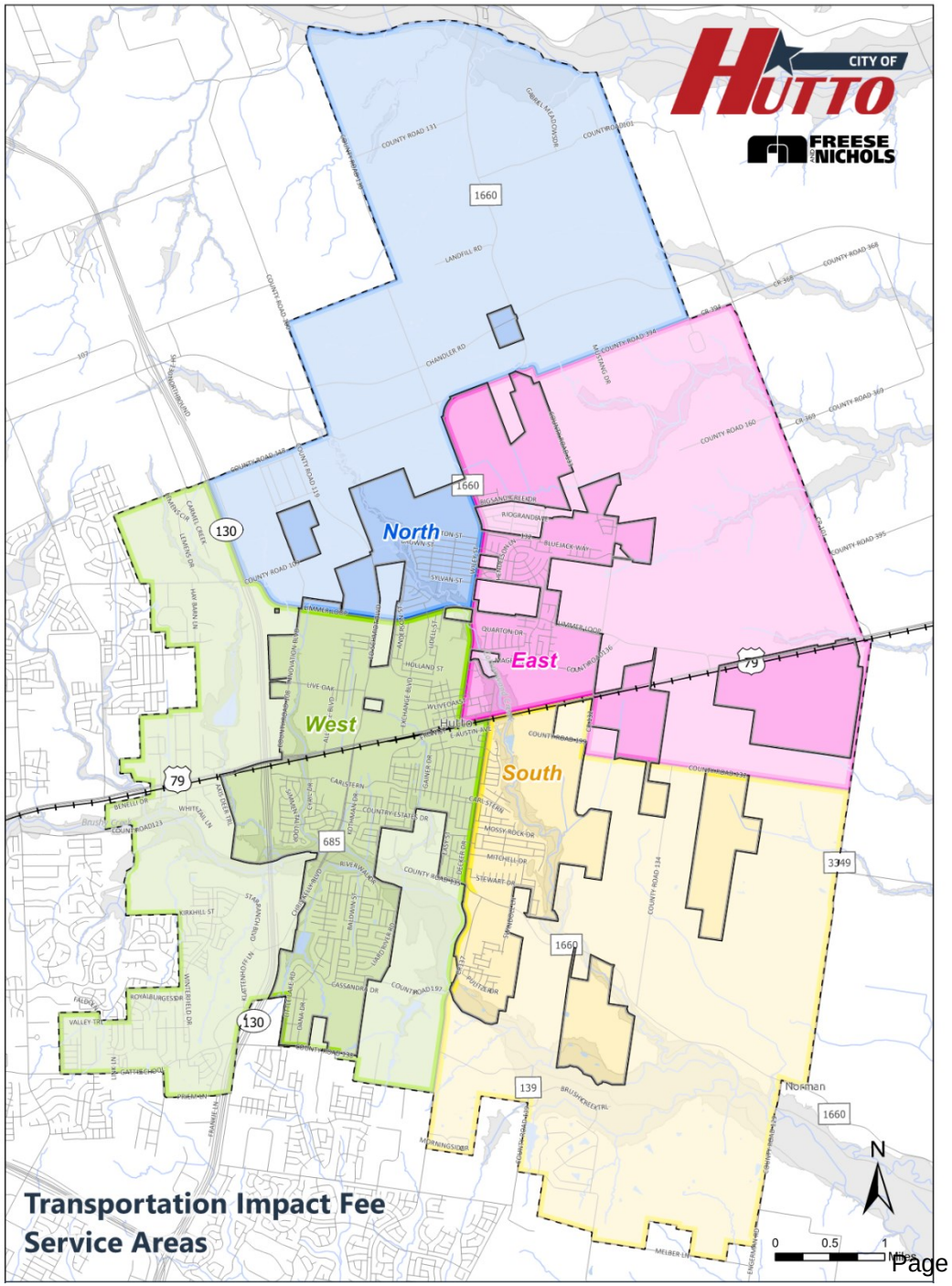
Roadway IFCIP Snapshot

- 83 Project segments
- Capacity added: 39,781 veh-mi
- *Net* Capacity added: 37,972 veh-mi

- Total Cost of IFCIP: $161M
- Cost of Net Capacity: $153M
- Debt Service: $77M
- Percent Capacity Attributable to Growth: 100%
- Cost Attributable to Growth: $210M



TRANSPORTATION SERVICE AREAS



CALCULATION OF COST per SERVICE UNIT

- Previous credited max per SU = $1,960
- Currently collecting:
  - $400/SU (non-residential)
  - $784/SU (residential)

Maximum Fee Cost Summary		
Service Area	**Credited Max Cost per Service Unit (veh-mi)**	**Actual Cost per Service Unit (veh-mi)**
N	$2,776	$3,002
E	$1,089	$1,190
S	$3,647	$3,913
W	$991	$1,125



COLLECTION RATE CONSIDERATIONS

- Option for lowest of four service areas
- “Across the Board” rate (i.e. $991; varying percentage)
- Residential vs. Non-Residential rates (current application)
- Percentage of maximum (i.e. 50%)
  - Will result in varying collection rates among roadway service areas
- Other Specific Policy Considerations



STEPS FORWARD

- Resolution Calling for Public Hearing: **July 11th**
- Public Noticing: **August 4th**
- Public Hearing and Ordinance First Reading: **September 5th**
- Ordinance Second Reading and Adoption: **September 19th**

- CIAC Letter of Recommendation: August 2nd
  - LUA, CIP and Cost per Service Unit Calculations
  - Collection Rate Consideration

2

IMPACT FEE UPDATE & RESOLUTION REQUEST

REQUESTED ACTION: RESOLUTION CALLING FOR A PUBLIC HEARING (September 5th) TO UPDATE THE TRANSPORTATION IMPACT FEE PROGRAM UPDATE

AGENDA ITEM REPORT
13.1.

To:	City Council
Subject:	Consideration and possible action related to the review of wholesale utility agreement (Alberta Barrett and Sara Cervantes)
Meeting:	Thursday, July 11, 2024
Department:	Finance /
Staff Contact:	Alberta Barrett, Sara Cervantes

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

As a result of Council discussion at the April 4, 2024 City Council meeting related to the Wholesale Wastewater Service Agreement by and between the City of Hutto and Lakeside Municipal MUD No. 9, Councilmember Clark directed staff to analyze agreements in which the City of Hutto is wholesaling water and/or wastewater to customers outside the City. In accordance with the amended fee schedule dated 01/29/2024, outside City water/wastewater rates are listed as '1.15 times the inside City rate'. An analysis of agreements was conducted to verify the rates the City is currently charging and to assess the feasibility of amending said agreements to align fees with the updated fee schedule.

STAFF REVIEW:

FISCAL NOTES:

There is no fiscal impact associated with this agenda item.

ATTACHMENTS:

1. Water and Wastewater Agreements Analysis 7.1.2024

JULY 11, 2024 – CITY COUNCIL MATERIALS

RE: ANALYSIS OF WHOLESALE WASTEWATER AGREEMENTS

I. Summary of Request

As the result of Council discussions at the April 4, 2024 City Council meeting related to the Wholesale Wastewater Service Agreement by and between the City of Hutto and Lakeside Municipal Service District No. 9, Councilmember Clark directed staff to analyze agreements in which the City of Hutto is wholesaling water and/or wastewater to customers outside of the City of Hutto.

II. Analysis of Agreements

The comparison charts below present data related to wholesale water and wastewater agreements to which the City of Hutto is providing services to parties outside of the City. Agreements highlighted in green are current and active.

2.01 Water Agreements

Party	Term	Rates and Fees	Other Notes
Jonah Water Special Utility District	Section 13.01: expiration is fifty (50) years from effective date. Executed: 3/25/2010 Expiration: 3/25/2060 **Terminated: 01/29/2018** **Terminated as of the execution of the agreement below per the terms of that agreement.*	Section 5.01: Initial rate of $3.75 per one thousand gallons. **Rates eligible to change as a result of a cost of service study funded by the City.*	City of Hutto provision of wastewater service to Jonah SUD.
Jonah Water Special Utility District	Section 3.01: expiration is fifty (50) years or until superseded by a subsequent agreement between the Parties. Executed: 01/29/2018 Expiration: 01/29/2068	-Section 5.1: Hutto shall sell Jonah SUD water on an as-needed basis at the same rate that is stipulated in the agreement between Jonah and the Brazos River Authority. Current rates: Wastewater - $60.38 per sewer account. Water - $2.35 per 1000 gallons	This Agreement also distinguishes certain CCN boundaries for Jonah Water, City Water, and City Wastewater. Additionally, this Agreement removes Jonah's obligation to provide wastewater service to Hutto's ETJ.

2.02 Wastewater Agreements

Party	Term	Rates and Fees	Other Notes
Kelly Lane Utility Company	Expired: 01/01/2020	-Section 2.7.1: Monthly retail rate to Hutto customers may not exceed $40. -Section 2.7.4: Monthly rate is based on total number of connections; from 1,998-2,010 LUEs the rate is $30 per LUE. **Any adjustments to rates shall be negotiated between the Parties.*	No evidence of extension of agreement in file. Data presented for historical reference.
Lakeside Municipal Utility District No. 9	Section 5.01: expiration is forty-five (45) years from the Effective Date. Executed: 05/09/2024 Expiration: 05/09/2069	Section 3.17: rate shall be equal to the City's Outside City Flat Sewer Rate; No time limitation on the ability to conduct a rate study.	Rate terms are generic to allow for the Outside City Sewer Rate the ability to change, without the need to amend the agreement, when City fees are updated.

2.03 Other Agreements

For completeness, the below-listed agreements were also analyzed, but do not meet the criteria of the City of Hutto providing water and/or wastewater services to outside City customers.

Party	Term	Rates and Fees	Other Notes
City of Taylor	-Section 6.01: Expiration is forty (40) years from execution. Executed: 09/24/2002 Expiration: 09/24/2042	Section 3.01(a): Base rate of $803.91 per month; Section 3.01(b): Volumetric Rate of $1.37 per one thousand gallons. Section 3.01(c): Management fee of 5% of the monthly volume rate.	City of Hutto purchasing wastewater from the City of Taylor.
Manville Water Supply Corporation	-Section 4.1: Expiration if forty (40) years from execution. Executed: 05/01/2003 Expiration: 05/01/2043	-Section 2.7: Monthly rate based on $2.50 per one thousand gallons of water. *Adjustment of rates must be negotiated between the Parties.	City of Hutto purchasing wholesale water from Manville Water Supply Corporation.

Recharge Water, LP	-Section 2.5: Agreement effective as of execution with and contain for a period of thirty (30) years following the Delivery Commencement Date (Two years following the date of Financial Close). Executed: 9/12/2023 Expiration: 30 years from Commencement Date (TBD)	-Article 4: Charges; Payment Obligations; $3.50 per one thousand gallons of water subject to annual adjustment.	Contract for Recharge to reserve, develop, produce, and wholesale water to the City.

AGENDA ITEM REPORT
13.2.

To:	City Council
Subject:	Discussion and possible action providing direction to staff on the 42-inch wastewater line for the Cottonwood/Allora property (Matt Rector)
Meeting:	Thursday, July 11, 2024
Department:	City Council /
Staff Contact:	Matt Rector

BACKGROUND INFORMATION:

On June 6, 2024, this item was brought forward for discussion. The City Council chose to delay the discussion until the 7/11/2024 meeting and asked staff to provide background data that was shown in a table in the presentation.

According to the SER application, BGE, Inc. submitted the SER on behalf of Lennar Homes in July 2020.

An SER response was provided 12/30/2021.

An updated SER response was provided to the engineer/developer on 8/19/2022. Questions were raised regarding this SER and the developers team met with Garver around October or November 2022. Clarification emails were sent in December 2022. An updated SER dated 1/20/2023 was sent on 1/20/2023.

New questions were raised by the development team. A meeting was held on 1/26/2023 and an updated SER dated 1/26/2023 was sent on 1/30/2023.

Emails were sent after the 1/26/2023 meeting, prompting a fourth iteration of the SER dated 2/8/2023 to be sent on 2/14/2023.

In February 2023, Lennar requested a Pump and Haul agreement.

In late February 2023 and early March 2023, BGE began preparing plans for the 42" crossing. In May, the city coordinated communications between DCS and BGE.

In January 2024, City staff reached out to the design engineer to check the status.

In February 2024, Lennar indicated a lack of documentation showing Lennar and the City's commitments.

In April 42" plans were submitted for review.

AGENDA ITEM REPORT
13.2.

In May comments were issued.

In June the plans were resubmitted. Comments have not yet been issued.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

There is no fiscal impact associated with this agenda item.

ATTACHMENTS:

1. 20211230 SER
2. 20220819 SER
3. 20230120 SER
4. 20230126 SER
5. 20230208 SER

Mayor
Mike Snyder

Mayor Pro-tem
Tanner Rose

Council Members
Robin Sutton, Place 1
Dan Thornton, Place 2
Mandi Villarreal Salvo, Place 3
Peter Gordon, Place 4
Krystal Kinsey, Place 5
Tanner Rose, Place 6

Interim City Manager
Matt Wojnowski

December 30, 2021

Mr. Timothy M. Holland, P.E.
BGE, Inc.
1701 Directors Blvd., Suite 1000
Austin, TX 78744

RE: Fritz/Greinert Tract, Hutto, Texas
Service Extension Request from the City of Hutto for
Water & Wastewater Availability

Dear Mr. Holland,

Thank you and your client for your interest to develop in the City of Hutto. We have reviewed the Service Extension Request, attached Exhibit 1, submitted by you for wastewater services in Hutto. We would hereby like to inform your office that the City of Hutto (City) is willing and capable to serve the proposed Fritz/Greinert Tract with wastewater services for the above referenced project located at CR 132, Hutto, Texas 78634.

In response to your request, please refer to Exhibits 2 and 3 from our consultant, DCS Engineering, LLC, that outline the proposed solution to serve the Fritz/Greinert Tract. The City is requesting that the developer address all the requirements listed in the attached Exhibits 2 and 3 from DCS to be able to serve the development.

We appreciate your patience as we endeavor to work through the current backlog on these types of service requests from many developers. Please feel free to contact me at (512) 759-4025 or email Padma.Patla@huttotx.gov for any questions.

Sincerely,

Padma Patla

Padma Patla, P.E.
Director of Public Works and Engineering

Attachments

cc: Mr. Darren C Strozewski, P.E. – DCS
cc: Dottie Palumbo
cc: Ashley Lumpkin

Exhibit 1

Original Service Extension Request Submitted by Developer

#1849.ENG

SERVICE EXTENSION REQUEST

Must be accompanied by a Master Application

City of Hutto Development Services
500 W. Live Oak Street Hutto TX 78634
512-759-3479 Planning
512-846-2640 Permits & Inspections
512-759-4038 Engineering
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

CONTACT THE CITY ENGINEER PRIOR TO SUBMITTAL OF ANY REQUEST

PROJECT NAME: Fritz/Greinert Tracts

Legal Description: Acres/Survey/Abstract No. Josias B. Bealle Survey ABS 97

OR Lot_____ Block_____ Subdivision Name: _____

Total acreage 163.578 Percentage of acreage within city limits: 0 %

Water pressure zone: _____ Wastewater drainage basin: _____

Water provider: Jonah SUD Wastewater provider: _____

TYPE OF SERVICE REQUESTED: ☐ WATER ☒ WASTEWATER

Proposed use:

☒ Single family: # of units: 900 ☐ Duplex/Triplex/Fourplex: # of units: _____

☐ Multifamily: # of units: _____ ☐ Office: # square feet: _____

☐ Retail/Commercial: # square feet: _____

Water utility requirements: Peak Hour: _____ gpm; Peak Day _____ gpm

Highest fire flow requirements: _____ gpm for _____ hours at 20 psi.

Fire sprinkler system flow rates: _____ gpm for _____ hours at _____ minimum residual pressure.

Wastewater utility capacity requirements (peak wet weather flows with I & I): _____ gpm.

Requested city cost participation for water improvements: $ 0 based on total construction cost of $ _____

Highest elevation on the land to be served by the Service Extension Request (SER): _____ above mean sea level.

Lowest elevation on the land to be served by the Service Extension Request (SER): _____ above mean sea level.

REQUIRED FOR SUBMITTAL

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

- ☐ Complete Master application and Service Extension Request application.
- ☐ Applicant has coordinated with staff on submittal requirements.
- ☐ Proof of ownership (copy of deed).
- ☐ All required fees may be provided by cash, credit card or check made payable to: City of Hutto
- ☐ Letter describing the proposed development.
- ☐ Field notes and sketch of property by a registered professional land surveyor on (1) 8½" x 11"

CONDITIONS OF APPROVAL

- ☐ The level of service approved by this document does not imply commitment for land use.
- ☐ Service extension requests are subject to the guidelines established in the Hutto City Code of Ordinances.
- ☐ Construction of all service extensions are subject to all utility guidelines and planning ordinances.
- ☐ Service extension approvals automatically expire 120 days after the date of issuance unless a development application has been approved by the Development Services Department. Once an approved development application expires the service extension approval expires on the same date.
- ☐ If requested, the proposed improvements will be dedicated to the City of Hutto for ownership, operation, and maintenance.

FOR DEPARTMENT USE ONLY:

Submittal date	Date accepted for review	Payment type	Fees Paid	Approved By:
8.19.21	9.2.21	#98636	$225.00	

CITY OF HUTTO DEVELOPMENT SERVICES

MASTER APPLICATION

Must accompany all application types
Unless otherwise indicated
May 2019

City of Hutto Development Services
500 W. Live Oak Street Hutto TX 78634
512-759-3479 Planning
512-846-2640 Permits & Inspections
512-759-4038 Engineering
512-759-5962 Fax
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

PROJECT NAME: Fritz/Greiner Tracts APPLICATIONTYPE Service Extension Request

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

Name: Timothy M. Holland, P.E.

Company Name: BGE, Inc.

Address: 1701 Directors Blvd., Suite 1000 Austin, TX 78744

Phone: (512) 879-0433 Email: tholland@bgeinc.com

PROPERTY INFORMATION

Address: CR 199 Hutto, TX 78634

Legal Description: Lot(s) _____ Block _____ Subdivision _____

Deed Reference: Volume _____ Page(s) _____ or Document No. 2019104719

City Limits or ETJ: City Limits Current Zoning District: _____

PROPERTY OWNER INFORMATION

Name: _____

Company Name: Lennar Homes of Texas Land & Construction, Ltd.

Address: 13620 N. FM 620, Building B, Suite 150 Austin, TX 78717

Phone: _____ Email: _____

PROPERTY OWNER CONSENT/AGENT AUTHORIZATION

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

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

Property Owner Signature — Kevin Pape — Property Owner Printed Name — 7/15/20 — Date

THE STATE OF TEXAS

COUNTY OF Williamson

Before me, the undersigned authority, on this day personally appeared Kevin Pape, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 15th day of July, 20 20 A.D.

Notary Public Signature — Nga Nguyen — Notary Public Printed Name

NGA NGUYEN
Notary Public, State of Texas
Comm. Expires 08-12-2023
Notary ID 128700324

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

Transmittal

Date: 8/16/2021

To: Yvette Glover
City of Hutto Development Services
500 W. Live Oak St.
Hutto, TX 78634

From: Timothy M. Holland, PE

Reference: Peterson/Fritz/Greinert Tracts
BGE Job #8599-00

Item No.	Number of Copies	Description
1.	1	SER Application (Peterson)
2.	1	SER Application (Fritz/Greinert)
3.	1	Fee check
4.		
5.		
6.		

Comments:

Yvette,
Please find submittal packages for service extension requests for the Peterson and Fritz/Greinert projects. Let me know if you require anything further to begin review.

Thanks,
Tim

Hutto **9/2/2021**

Planning and Zoning Payment Receipt

1849-ENG

Fritz-Greinert Tracts (SER)
Hutto TX 78634

Paid By:
BGE Inc
Timothy Holland
1701 Directors Boulevard
Austin, TX 78744

Payment Description:

Fee Types

Fee	Amount	Paid	Balance Due
Service Extension Request Not Requiring City Participation...5102	$200.00	$200.00	$0.00
Engineering Tech Fee...5132	$25.00	$25.00	$0.00
Total Fees	**$225.00**	**$225.00**	**$0.00**

Payments

Payment ID	Received Date	Payment Type	Reference Num	Fee	Amount
4020437	**9/2/2021**	**Check**	**98636**	Service Extension Request Not Requiring City Participation...5102	$200.00
				Engineering Tech Fee...5132	$25.00
					$225.00
Total					**$225.00**

98636

BGE, INC.
10777 WESTHEIMER RD., SUITE 400
HOUSTON, TEXAS 77042
(281) 558-8700

ALLEGIANCE BANK
Houston, TX 77241-1314
35-2572/1130

CHECK DATE July 16, 2021

PAY Four Hundred Fifty and 00/100 Dollars

TO CITY OF HUTTO
401 W. Front Street
Hutto, TX 78634

AMOUNT $450.00
VOID AFTER 90 DAYS

#1849-ENG - Fritz-Greinert Tract - SER $225.—
#1850-ENG - Peterson Tract - SER $225.—

AUTHORIZED SIGNATURE

Security features. Details on back.

⑈098636⑈ ⑆113025723⑆ 1002299352⑈

ELECTRONICALLY RECORDED 2021059959
Williamson County, Texas Total Pages: 5

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

SPECIAL WARRANTY DEED

WMV Hutto, LLC , a Texas limited liability company, ("*Grantor*"), for the consideration hereinafter stated, does GRANT, SELL, AND CONVEY unto **Lennar Homes of Texas Land and Construction, Ltd.**, a Texas limited partnership, with offices in Travis County, Texas ("*Grantee*"), the following described real property, together with all improvements thereon owned by Grantor (the "*Property*"):

> All that certain tract, piece, or parcel of land in Williamson County, Texas more particularly described on **Exhibit "A"** attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, Grantee's successors and assigns, forever.

And Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, and successors, to WARRANTY AND FOREVER DEFEND, all and singular, the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, if the claim is by, through or under Grantor, but not otherwise, subject however, to the Permitted Exceptions set forth on **Exhibit "B"** attached to and incorporated in this Deed by reference. Grantee assumes the payment of ad valorem taxes and assessments for the current year and for subsequent years and for Rollback Taxes.

The consideration for this conveyance, receipt of which Grantor acknowledges, is $10.00 and other valuable consideration paid to Grantor for which no lien either express or implied is retained.

For the same consideration, Grantor hereby GRANTS, SELLS, CONVEYS, ASSIGNS, AND DELIVERS to Grantee, all right, title, and interest, if any, of Grantor, as owner of the Property but not as owner of any other property, in and to (i) strips or gores, if any, between the Property and abutting properties, (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Property, (iii) any easements, rights-of-way, rights of ingress and egress, or other interests in, on, or to, any land, highway, street, road or avenue, open or proposed, in, on, across from, in front of, abutting, adjoining, or otherwise appurtenant to the Property, as well as all other rights, privileges, and appurtenances owned by Grantor and in any way related to the Property and other rights and interests of Grantor hereunder conveyed, and (iv) all oil, gas, hydrocarbons, and minerals in, on, under, or that may be produced from the Property.

Grantee's Mailing Address: Lennar Homes of Texas Land and Construction, Ltd.
13620 N. FM 620, Bldg. B, Suite 150
Austin, Texas 78717

Executed this 19th day of April, 2021.

GRANTOR:

WMV Hutto, LLC,
a Texas limited liability company

By: Waymaker Ventures, LLC
A Texas limited liability company
its Sole Member

By: Holt Dunlop
Name: Holt Dunlop
Title: Manager

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me this 19th day of April, 2021, by Holt Dunlop, Manager of Waymaker Ventures, LLC, the sole member of WMV Hutto, LLC, on behalf of said entity.

TERRI ANN GRONA
Notary Public
State of Texas
ID # 5279183
Comm. Expires 06/23/2022

Terri A Grona
Notary Public - State of Texas

After Recording, Please Return To:

Lennar Homes of Texas Land and Construction, Ltd.
Attention: Land Department
13620 N. FM 620, Bldg. B, Suite 150
Austin, Texas 78717

EXHIBIT "A"

LEGAL DESCRIPTION

BEING 75.21 ACRES OF LAND OUT OF THE J.B. BEALLE SURVEY, ABSTRACT NUMBER 97 IN WILLIAMSON COUNTY, TEXAS, SAME BEING ALL OF THAT CERTAIN JONATHAN EDWARD FRITZ AND SHARON K. FRITZ 106.84 ACRE TRACT RECORDED IN VOLUME 784, PAGE 684, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT THAT CERTAIN 4.6387 ACRE TRACT OF LAND (LIMMER LOOP) AS RECORDED IN DOCUMENT NUMBER 2004013916, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND SAVE AND EXCEPT THE SOUTHERLY 22.24 ACRE TRACT OF LAND, SAID 75.21 ACRES OF LAND TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron rod found in westerly right-of-way line of County Road 132, at the southeast corner of that certain D. L. Greinert 83.25 acre tract, as recorded in Volume 861, Page 643, Deed Records of Williamson County, Texas, same being the northeast corner of said 106.84 acre tract and the northeast corner hereof;

THENCE South 07 degrees 38 minutes 14 seconds West, along said westerly right-of-way line and said 106.84 acre tract easterly line, 1623.66 to an iron rod found at the northeast corner of said 4.6387 acre tract same being the southwest corner hereof;

THENCE along said 4.6387 acre tract (Limner Loop) northerly line through 106.84 acre tract the following 4 courses:

1. South 54 degrees 24 minutes 34 seconds West, 67.69 feet to an iron rod found;

2. North 77 degrees 58 minutes 57 seconds West, 1853.76 feet to an iron rod found at the beginning of a curve to the left having a radius of 2045.00 feet;

3. North 81 degrees 41 minutes 07 seconds West, along said curve to the left, 263.10 feet to an iron rod found;

4. North 85 degrees 08 minutes 39 seconds West, 50.29 feet to an iron rod found in the southeast corner of that certain Hutto Development, LLC., 34.486 acre tract, as recorded in Document Number 2016001293, Official Public Records, said county, same being the northeast corner of said 4.6387 acre tract and the southwest corner hereof;

THENCE along said 37.486 acre tract easterly line and said 106.84 acre tract westerly line, North 07 degrees 57 minutes 26 second East, passing at 124.02 feet an iron rod found for a total distance of 1520.35 feet an iron rod found in the southerly line of said 83.325 acre tract, same being the northwest corner of said 106.84 acre tract and the northwest corner hereof;

THENCE South 82 degrees 33 minutes 23 seconds East, along said 83.325 acre tract southerly line and said 106.84 acre tract northerly line, 2202.50 feet to POINT OF BEGINNING.

EXHIBIT "B"
Permitted Exceptions

1. Easement in favor of Texas Power & Light Company, recorded in Volume 239, Page 74, Williamson County, Texas.

2. Drainage Easement in favor of Williamson County, Texas, recorded in Clerk's File No. 2005015155, Williamson County, Texas

3. Easement as set out in Agreed Final Judgement in favor of LCRA Transmission Services Corporation, recorded in Clerk's File No. 2010047888, Williamson County, Texas.

4. Permanent Easement Agreement in favor of Enterprise Crude Pipeline LLC, recorded in Clerk's File No. 2016104708, Williamson County, Texas.

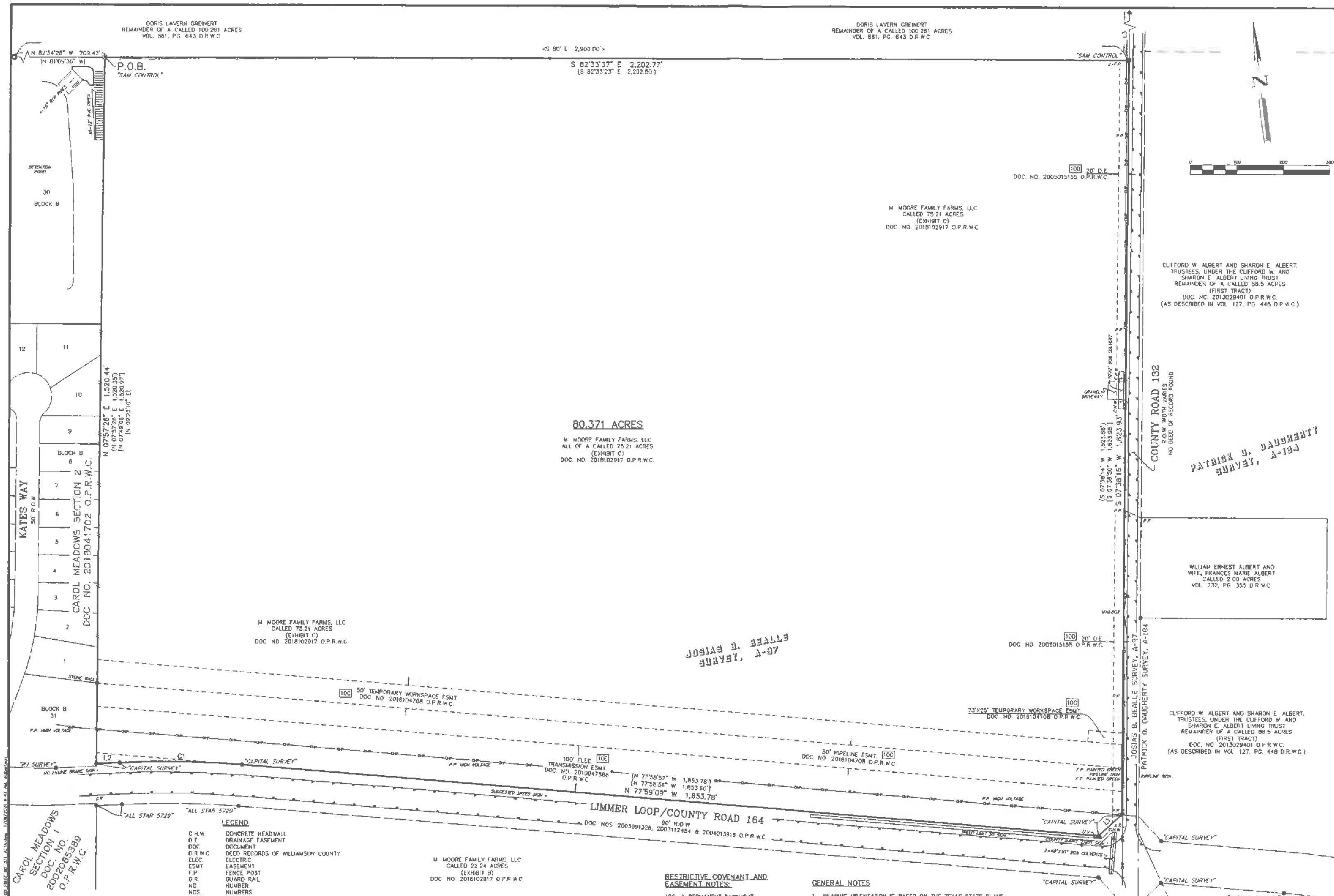
ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

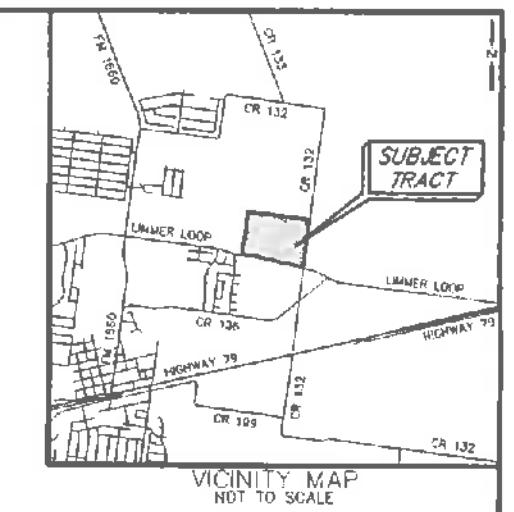
2021059959

Pages: 5 Fee: $33.00
04/23/2021 11:36 AM



Nancy E. Rister, County Clerk
Williamson County, Texas





METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 80.371 ACRE TRACT OF LAND IN THE JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97, WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 75.21 ACRE TRACT OF LAND (EXHIBIT C) AS CONVEYED UNTO M. MOORE FAMILY FARMS, LLC IN DOCUMENT NUMBER 2018102917 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 80.371 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an aluminum monument stamped "SAM CONTROL" found on the south line of a remainder of a called 100.261 acre tract of land as conveyed unto Doris Lavern Greinert in Volume 881, Page 643 of the Deed Records of Williamson County, Texas, at the northeast corner of Lot 30, Block "B", Carol Meadows Section 2 as recorded in Document Number 2018041702 of the Official Public Records of Williamson County, Texas, being the northwest corner of said 75.21 acre tract for the northwest corner and POINT OF BEGINNING of the herein described tract, from which a cotton spindle found in a fence post at the southwest corner of the remainder of said 100.261 acre tract bears N 82°34'28" W, a distance of 709.43 feet;

THENCE, S 82°33'37" E, (Record S 82°33'23" E, 2,202.50 feet) coincident with the common line of the remainder of said 100.261 acre tract and the 75.21 acre tract, a distance of 2,202.77 feet to an aluminum monument stamped "SAM CONTROL" found on the west right-of-way of County Road 132 (R.O.W. = varies), no deed of record found, at the common corner of the remainder of the 100.261 acre tract and the 75.21 acre tract, for the northeast corner of the herein described tract, from which a Mag Nail and Shiner found at the northeast corner of the remainder of said 100.261 acre tract bears N 07°31'23" E, a distance of 1,495.44 feet;

THENCE, S 07°38'16" W (Record S 07°38'14" W, 1,623.66 feet) coincident with the common line of the 75.21 acre tract and said west right-of-way line, a distance of 1,623.93 feet to a 1/2-inch iron rod with a cap stamped "CAPITAL SURVEY" found at the northeast end of the cutback line from the north right-of-way line of Limmer Loop/County Road 164 (R.O.W. = 90') as described in Document Numbers 2003091326, 2003112454 & 2004013918 of the Official Public Records of Williamson County, Texas, for a southeasterly corner of the herein described tract;

THENCE, S 54°26'50" W, (Record S 54°24'34" W, 67.69 feet) coincident with the common line of said cutback and the 75.21 acre tract, a distance of 67.66 feet to a 1/2-inch iron rod with a cap stamped "CAPITAL SURVEY" found at the southwest end of said cutback, on the north right-of-way line of said Limmer Loop, for the most southerly corner of the 75.21 acre tract and the herein described tract;

THENCE, in a westerly direction, coincident with the common line of the 75.21 acre tract and said north right-of-way line the following three (3) courses:

1) N 77°59'09" W, a distance of 1,853.78 feet, (Record N 77°58'57" W, 1,853.78 feet) to a 1/2-inch iron rod with a cap stamped "CAPITAL SURVEY" found, for the beginning of a non-tangent curve of the herein described tract;

2) Curving to the left with a radius of 2,045.00 feet, an arc length of 263.41 feet, a central angle of 07°22'49", a chord bearing of N 81°41'48" W, (Record N 81°41'07" W) and a chord distance of 263.23 feet, (Record 263.10 feet) to a 1/2-inch iron rod with a cap stamped "CAPITAL SURVEY" found at the end of this curve;

3) N 84°58'39" W, a distance of 50.38 feet, (Record N 85°08'39" W, 50.29 feet) to a 1/2-inch iron rod with a cap stamped "CAPITAL SURVEY" found, on the east line of Lot 31, Block "B" of the aforementioned Carol Meadows Section 2 at a corner of said right-of-way line for the southwest corner of the 75.21 acre tract and the herein described tract;

THENCE, N 07°57'26" E, (Record N 07°57'26" E, 1,520.35 feet) coincident with the common line of the 75.21 acre tract and said Carol Meadows Section 2, a distance of 1,520.44 feet to the POINT OF BEGINNING and containing 80.371 acres of land, more or less.

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	S 54°26'50" W	67.66'
L2	N 84°58'39" W	50.38'
L3	N 07°31'23" E	1,495.44'

RECORD LINE TABLE

NUMBER	BEARING	DISTANCE
L1	(S 54°24'34" W)	(67.69')
	[S 54°46'57" W]	[67.94']
L2	(N 85°08'39" W)	(50.29')
	[N 85°21'53" W]	[50.14']
L3	<N 10° E>	<1,506.00'>

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	263.41'	2,045.00'	7°22'49"	N 81°41'48" W	263.23'

RECORD CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1		(2,045.00')		(N 81°41'07" W)	(263.10')
	[263.50']	[2,045.00']	[7°22'38"]	[N 81°40'24" W]	[263.32']

LEGEND

C.H.W.	CONCRETE HEADWALL
D.E.	DRAINAGE EASEMENT
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.P.	FENCE POST
G.R.	GUARD RAIL
NO.	NUMBER
NOS.	NUMBERS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
PVC	POLYVINYL CHLORIDE PIPE
RCP	REINFORCED CONCRETE PIPE
R.O.W.	RIGHT-OF-WAY
S.S.	STOP SIGN
U.V.	UNDERGROUND VAULT
VOL.	VOLUME
( )	RECORD INFORMATION FOR DOC. NO. 2018102917 O.P.R.W.C.
[ ]	RECORD INFORMATION FOR DOC. NO. 2004013918 O.P.R.W.C.
< >	RECORD INFORMATION FOR VOL. 881, PG. 643 D.R.W.C.
{ }	RECORD INFORMATION FOR DOC. NO. 2018041702 O.P.R.W.C.
●	FOUND 1/2" IRON ROD
■	FOUND ALUMINUM MONUMENT
✪	FOUND COTTON SPINDLE IN FENCE POST
▲	FOUND MAG NAIL WITH SHINER
100	SCHEDULE B ITEM
	EDGE OF ASPHALT
—OHT—	OVERHEAD TELEPHONE
—OHE—	OVERHEAD ELECTRIC
—X—	BARBED WIRE FENCE
—//—	BOARD FENCE

RESTRICTIVE COVENANT AND EASEMENT NOTES:

10C A PERMANENT EASEMENT AGREEMENT GRANTED TO ENTERPRISE CRUDE PIPELINE, LLC, FOR THE PURPOSE OF A PIPELINE, RECORDED UNDER DOCUMENT NO. 2016104708, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT AS SHOWN HEREON.

10D A DRAINAGE EASEMENT GRANTED TO WILLIAMSON COUNTY, TEXAS, RECORDED UNDER DOCUMENT NO. 2005015155, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT AS SHOWN HEREON.

10E AN ELECTRICAL TRANSMISSION LINE EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION, RECORDED UNDER DOCUMENT NO. 2010047988, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT AS SHOWN HEREON.

GENERAL NOTES

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.0001097559
2. THE PROPERTY LIES IN UNSHADED ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48491C0520F, REVISED DECEMBER 20, 2019. ANY FLOODPLAIN BOUNDARIES SHOWN HEREON ARE APPROXIMATE AND ARE NOT DEPICTED AS A RESULT OF AN ON THE GROUND SURVEY.
3. THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY AND COUNTERSIGNED BY WESTERN TITLE OF BANDERA, INC. UNDER GF NO. 2020006, DATED EFFECTIVE JANUARY 14, 2020 AND ISSUED ON JANUARY 28, 2020.
4. MONUMENTATION AS SHOWN.
5. NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED BY SURVEYOR.

To WayMaker Ventures, LLC, a Texas limited liability company, Fidelity National Title Insurance Company and Western Title of Bandera, Inc.:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1-4, 7(a), 9, 11(observed evidence only), 14 and 16 of Table A thereof. The field work was completed on March 3, 2020.

Date of Plat or Map: January 8, 2021

Dion P. Albertson

DION P. ALBERTSON RPLS NO. 4963
BGE, INC.
7330 SAN PEDRO AVE., SUITE 202
SAN ANTONIO, TEXAS 78216
TELEPHONE: (210) 581-3600

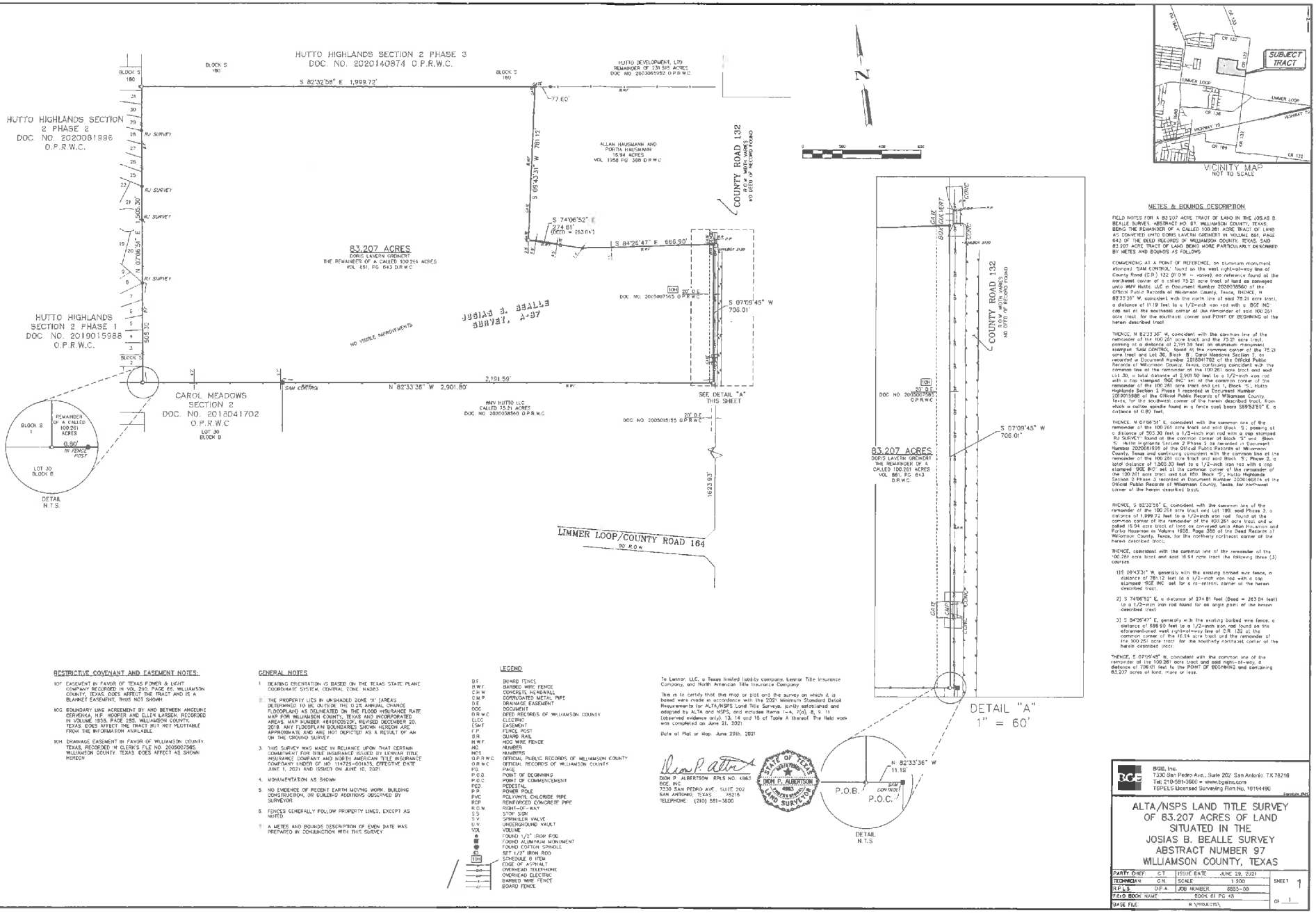
STATE OF TEXAS — REGISTERED — DION P. ALBERTSON — 4963 — PROFESSIONAL LAND SURVEYOR

BGE, Inc.
7330 San Pedro Ave., Suite 202, San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10194490

Copyright 2021

ALTA/NSPS LAND TITLE SURVEY OF 80.371 ACRES OF LAND SITUATED IN THE JOSIAS B. BEALLE SURVEY ABSTRACT NUMBER 97 WILLIAMSON COUNTY, TEXAS

PARTY CHIEF:	M.R.	ISSUE DATE:	1/8/2021	SHEET 1
TECHNICIAN:	D.G.F.	REVISED DATE:	N/A	
R.P.L.S.:	D.A.	SCALE:	1"=100'	
FIELD BOOK:	47, 81-85	JOB NUMBER:	7518-00	OF 1
BASE FILE:	G:\TXC\Projects\WayMaker\7518-00-Fritz_Prelim			



METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 83.207 ACRES TRACT OF LAND IN THE JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97, WILLIAMSON COUNTY, TEXAS; BEING THE REMAINDER OF A CALLED 100.261 ACRE TRACT OF LAND AS CONVEYED UNTO DORIS LAVERN GREHENT IN VOLUME 861, PAGE 643 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 83.207 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A POINT OF REFERENCE, an aluminum monument stamped "SAM CONTROL" found on the west right-of-way line of County Road (C.R.) 132 (R.O.W. – varies) and reference found at the northeast corner of a called 75.21 acre tract of land as conveyed unto WMV Hutto, LLC in Document Number 2020038560 of the Official Public Records of Williamson County, Texas, THENCE, N 82°33'38" W, coincident with the north line of said 75.21 acre tract, a distance of 11.19 feet to a 1/2-inch iron rod with a BGE INC. cap set at the southeast corner of the remainder of said 100.261 acre tract, for the southeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, N 82°33'38" W, coincident with the common line of the remainder of the 100.261 acre tract and the 75.21 acre tract, passing at a distance of 2,191.59 feet an aluminum monument stamped "SAM CONTROL" found at the common corner of the 75.21 acre tract and Lot 30, Block "B", Carol Meadows Section 2, as recorded in Document Number 2018041702 of the Official Public Records of Williamson County, Texas, continuing coincident with the common line of the remainder of the 100.261 acre tract and said Lot 30, a total distance of 2,901.80 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of the remainder of the 100.261 acre tract and Lot 1, Block "S", Hutto Highlands Section 2 Phase 1 recorded in Document Number 2019015988 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract, from which a cotton spindle found in a fence post bears S89°53'59" E, a distance of 0.80 feet;

THENCE, N 07°08'51" E, coincident with the common line of the remainder of the 100.261 acre tract and said Block "S", passing at a distance of 505.30 feet a 1/2-inch iron rod with a cap stamped "RJ SURVEY" found at the common corner of Block "S" and Block "S", Hutto Highlands Section 2 Phase 2 as recorded in Document Number 2020081986 of the Official Public Records of Williamson County, Texas and continuing coincident with the common line of the remainder of the 100.261 acre tract and said Block "S", Phase 2, a total distance of 1,505.30 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of the remainder of the 100.261 acre tract and Lot 180, Block "S", Hutto Highlands Section 2 Phase 3 recorded in Document Number 2020140874 of the Official Public Records of Williamson County, Texas, for northwest corner of the herein described tract;

THENCE, S 82°32'58" E, coincident with the common line of the remainder of the 100.261 acre tract and Lot 180, said Phase 3, a distance of 1,999.72 feet to a 1/2-inch iron rod found at the common corner of the remainder of the 100.261 acre tract and a called 15.94 acre tract of land as conveyed unto Allan Hausmann and Porita Hausmann in Volume 1958, Page 388 of the Deed Records of Williamson County, Texas, for the northerly northeast corner of the herein described tract;

THENCE, coincident with the common line of the remainder of the 100.261 acre tract and said 15.94 acre tract the following three (3) courses:

1) S 09°43'31" W, generally with the existing barbed wire fence, a distance of 781.12 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;

2) S 74°06'52" E, a distance of 274.81 feet (Deed = 263.04 feet) to a 1/2-inch iron rod found for an angle point of the herein described tract;

3) S 84°26'47" E, generally with the existing barbed wire fence, a distance of 666.90 feet to a 1/2-inch iron rod found on the aforementioned west right-of-way line of C.R. 132 at the common corner of the 15.94 acre tract and the remainder of the 100.261 acre tract, for the southerly northeast corner of the herein described tract;

THENCE, S 07°09'45" W, coincident with the common line of the remainder of the 100.261 acre tract and said right-of-way, a distance of 706.01 feet to the POINT OF BEGINNING and containing 83.207 acres of land, more or less.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

10F EASEMENT IN FAVOR OF TEXAS POWER & LIGHT COMPANY RECORDED IN VOL. 290, PAGE 66, WILLIAMSON COUNTY, TEXAS. DOES AFFECT THE TRACT AND IS A BLANKET EASEMENT, THUS NOT SHOWN

10G BOUNDARY LINE AGREEMENT BY AND BETWEEN ANCELINE CERVENKA, H.P. HOOPER AND ELLEN LARSEN, RECORDED IN VOLUME 1858, PAGE 285, WILLIAMSON COUNTY, TEXAS. DOES AFFECT THE TRACT BUT NOT PLOTTABLE FROM THE INFORMATION AVAILABLE.

10H DRAINAGE EASEMENT IN FAVOR OF WILLIAMSON COUNTY, TEXAS, RECORDED IN CLERK'S FILE NO. 2005007565, WILLIAMSON COUNTY, TEXAS. DOES AFFECT AS SHOWN HEREON

GENERAL NOTES

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83.
2. THE PROPERTY LIES IN UNSHADED ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48491C0535F, REVISED DECEMBER 20, 2019. ANY FLOODPLAIN BOUNDARIES SHOWN HEREON ARE APPROXIMATE AND ARE NOT DEPICTED AS A RESULT OF AN ON THE GROUND SURVEY.
3. THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY LENNAR TITLE INSURANCE COMPANY AND NORTH AMERICAN TITLE INSURANCE COMPANY UNDER GF NO. 114725-001435, EFFECTIVE DATE JUNE 1, 2021 AND ISSUED ON JUNE 10, 2021
4. MONUMENTATION AS SHOWN
5. NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED BY SURVEYOR.
6. FENCES GENERALLY FOLLOW PROPERTY LINES, EXCEPT AS NOTED
7. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SURVEY

LEGEND

B.F.	BOARD FENCE
B.W.F.	BARBED WIRE FENCE
C.H.W.	CONCRETE HEADWALL
C.M.P.	CORRUGATED METAL PIPE
D.E.	DRAINAGE EASEMENT
DOC	DOCUMENT
O.R.W.C	DEED RECORDS OF WILLIAMSON COUNTY
ELEC	ELECTRIC
ESMT	EASEMENT
F.P.	FENCE POST
GR.	GUARD RAIL
H.W.F.	HOG WIRE FENCE
NO.	NUMBER
NOS.	NUMBERS
O.P.R.W.C	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PED.	PEDESTAL
P.P.	POWER POLE
PVC	POLYVINYL CHLORIDE PIPE
RCP	REINFORCED CONCRETE PIPE
R.O.W.	RIGHT-OF-WAY
S.S.	STORM SIGN
S.V.	SPRINKLER VALVE
U.V.	UNDERGROUND VAULT
VOL.	VOLUME
●	FOUND 1/2" IRON ROD
■	FOUND ALUMINUM MONUMENT
●	FOUND COTTON SPINDLE
○	SET 1/2" IRON ROD
10H	SCHEDULE B ITEM
	EDGE OF ASPHALT
OHE	OVERHEAD TELEPHONE
OHE	OVERHEAD ELECTRIC
x	BARBED WIRE FENCE
x	BOARD FENCE

To Lennar, LLC, a Texas limited liability company, Lennar Title Insurance Company, and North American Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1–4, 7(a), 8, 9, 11 (observed evidence only), 13, 14 and 16 of Table A thereof. The field work was completed on June 21, 2021.

Date of Plat or Map: June 29th, 2021

DION P. ALBERTSON RPLS NO. 4963
BGE, INC.
7330 SAN PEDRO AVE., SUITE 202
SAN ANTONIO, TEXAS 78216
TELEPHONE: (210) 581-3600

STATE OF TEXAS
DION P. ALBERTSON
4963
REGISTERED PROFESSIONAL LAND SURVEYOR

BGE, Inc.
7330 San Pedro Ave., Suite 202 San Antonio, TX 78216
Tel: 210-581-3600 ● www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10194490

ALTA/NSPS LAND TITLE SURVEY OF 83.207 ACRES OF LAND SITUATED IN THE JOSIAS B. BEALLE SURVEY ABSTRACT NUMBER 97 WILLIAMSON COUNTY, TEXAS

PARTY CHIEF:	C.T.	ISSUE DATE:	JUNE 29, 2021	SHEET	1
TECHNICIAN	C.N.	SCALE:	1:200		
R.P.L.S.	D.P.A.	JOB NUMBER:	8855-00	OF	1
FIELD BOOK NAME:		BOOK 81 PG 43			
BASE FILE:		N:\PROJECTS\			

Exhibit 2

Developer Required Improvements for Service

Developer Required Improvements for Service

Fritz/Greinert Tract

Requirement	Details
Construct	• 18" wastewater line including 30' wide easement acquisition outside of existing right-of-way ○ Shown in green on Exhibit 3.
Impact Fees Paid	• For 900 LUEs • Total cost equal to $2,509,200 • Revenue to fund construction of City-required improvements to serve development.
Draft & Execute Developer Agreement with City of Hutto	Requirements of agreement include, but not limited to: • Provide anticipated take-down schedule for development • Collection of all impact fees within 3 months of fully executed agreement.



12/23/21

Exhibit 3

Map of Proposed Improvements

0 600
SCALE : 1" = 600'

EXIST MUSTANG CREEK LS

EXIST FM

FRITZ/GREINERT TRACT
163.58 AC
900 LUEs

MANHOLE

BEGIN GRAVITY WW

WASTEWATER SUB–BASIN

LIMMER LOOP

PROP 18" WW LINE IN 30FT WIDE WW EASEMENT

HWY 79

PROP 18" COVERT WW LINE

MANHOLE

EXIST 12" COVERT WW LINE

ABANDON EXIST 12" COVERT WW LINE

PROP 48" COTTONWOOD CREEK INTERCEPTOR

ABANDON EXIST 24" COTTONWOOD CREEK WW LINE

CENTRAL WWTP

STATE OF TEXAS
DARREN C STROZEWSKI
87908
LICENSED
PROFESSIONAL ENGINEER
12/22/21

ENGINEERING, LLC
1101 S. CAPITAL OF TEXAS HWY, BUILDING G-100
AUSTIN, TEXAS 78746 PHONE (512) 614-6171
T.B.P.E. FIRM NO. F-13162

CITY OF HUTTO
SERVICE EXTENSION REQUEST
FRITZ/GREINERT TRACT

DATE: DECEMBER 2021

SCALE: 1" = 600'

FIGURE: 1

Mayor
Mike Snyder

Mayor Pro Tem
Dan Thornton

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

Interim City Manager
Isaac D. Turner

August 19, 2022
Mr. Timothy Holland
1701 Directors Blvd, Suite 1000
Austin, TX 78744

RE: Fritz-Greinert Tracts
Service Extension Request (SER #03) - Wastewater Utilities

Dear Mr. Holland,

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

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

We appreciate your patience as are working to address the needs of your development while planning for future growth. Please feel free to contact me at (512) 759-5975 or email Wade.benton@huttotx.gov with any questions.

Sincerely,

Wade Benton
Interim Director of Engineering

Attachments:
Wastewater SER #03 Response
SER Application

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

TEL 512.485.0009
FAX 512.485.0010

www.GarverUSA.com

SER #3 Fritz Greinert SER Sewer Evaluation

August 17th, 2022

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

1.0 Introduction / Summary

The purpose of this memorandum is to document preliminary analyses completed to size wastewater infrastructure to serve the Fritz Greinert development within the City of Hutto's wastewater certificate of convenience and necessity (CCN). This development is reviewed in conjunction with the Hutto 40 LLC development in the same service area to ensure that proposed infrastructure can meet the needs of all developments in the area. Refer to Exhibit 1 for a map depicting the service area.

2.0 Sanitary Sewer Loading Calculations

Per the Service Extension Request (SER) submitted by the developer, the Fritz Greinert development will have 900 single-family units as shown in Table 2-1. Land Use Equivalent assumptions are listed in Table 2-1 and anticipated loadings for the development areas are included in Table 2-2. Average flow was calculated using 280 gpd/LUE, and average peak wet weather flow was calculated as outlined in the City of Hutto Utility Design Criteria Manual.

Table 2-1: Fritz Greinert Sewer Loading Assumptions

Development Type	LUE Equivalent	Proposed Development	LUE Subtotal
Single Family Residential	1 LUE/unit	900 units	900
Multi-Family Residential (6-24 units per acre)	0.8 LUE/unit		
Office Space	3,000 sf/LUE		
Retail Space	1,660 sf/LUE		
Restaurant	200 sf/LUE		
		Total LUEs	**900**

Table 2-2: Sewer Loading Calculations for Development Areas

Development	No. LUEs	Area (Acres)	Average Load (MGD)	Peak Load (MGD)
Hutto 40 LLC	280	43.4	0.08	0.33
Fritz Greinert	900	163.6	0.25	0.99
		Total	**0.33**	**1.32**

3.0 Routing Options

The Fritz Greinert development is located north of Limmer Loop and west of CR 132. Wastewater flow from the development is proposed to be routed by gravity with an 18" sewerline along Hwy 79 to the proposed parallel Cottonwood Creek Interceptor. This proposed interceptor includes the extension of the existing Cottonwood Creek interceptor to the north of Limmer Loop (not required for this development), and the construction of an interceptor parallel to the existing Cottonwood interceptor south of Limmer Loop. Exhibit 1 depicts for the proposed route.

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

Table 3-1: Required Upgrades to Serve the Fritz Greinert Development

Timeframe	Exhibit Item #	Project Description	Project Responsibility - Design & Construction	Project Responsibility - Funding
Short-term	1a	Voluntarily annex into the City of Hutto to receive wastewater service and obtain City of Hutto approval on wastewater improvements.	Developer	Developer
Short-term	1b	Construct a 42" interceptor parallel to the existing Cottonwood Creek Interceptor between Hwy 79 and the Central WWTP.	Developer*** / City	City
Short-term	4a	Construct approximately 3,200 LF of oversized 18-inch gravity sewerline at minimum 0.20% slope to serve the Fritz Greinert development and surrounding areas in Drainage Area #2. Temporarily connect to manhole WWM997 (serves up to 790 LUEs from the Fritz Greinert development).	Developer	Developer* and City **
Short-term	4b	Construct approximately 3,500 LF of oversized 18-inch gravity sewerline at minimum 0.20% slope. Disconnect the 18" sewerline (Exhibit item 4a) from WWM997 and connect to this sewerline.	Developer	Developer* and City **
Long-term	5	Expand the Central WWTP	City	City

* The developer may share the cost of this project with other developments in the area.
** The City will cost participate to oversize this infrastructure.
*** Developer will be required to construct the parallel interceptor when constructing the 18" sewerline in Exhibit Item #4b.

4.0 Gravity Sewer Infrastructure Sizing

A 15” gravity sewerline along Hwy 79 would provide adequate capacity to serve this SER. However, this line should be oversized to an 18” line at 0.20% minimum slope to serve future developments in its vicinity. An 18” line at 0.20% would provide a design capacity of at least 2.43 MGD, which is adequate to serve this SER and Drainage Areas #2 and #3 (see Exhibit 1) at a density of 5.5 LUEs/acre, which is this SER density.

Since the City is requesting to oversize this gravity sewerline from a 15” to an 18”, it will reimburse the developer for (18-15)/18 = 17% of the design and construction of the project once a cost is agreed upon.

Exhibit 1
SER Sewer Evaluation
Fritz Greinert LLC

Service Extension Requests	LUEs
#03 Fritz Greinert	900
#25 Hutto 40 LLC	280

Projects:

1a. Voluntarily annex into the City of Hutto to receive wastewater service and obtain City of Hutto approval on wastewater improvements.
1b. Construct a 42" interceptor parallel to the existing Cottonwood Creek Interceptor between Hwy 79 and the Central WWTP.
1c. Replace and upsize the existing Cottonwood Creek Interceptor north of Hwy 79, or construct a parallel interceptor.
2. Perform field investigations to ensure that the 8" gravity segment between WWM1039 and WWM983 has a slope of at least 0.37%.
3. Construct approximately 600 LF of 8" gravity sewerline along Limmer Loop so serve this SER and future developments in Drainage Area #1. Connect to the 8" stub out across Limmer Loop.
4a. Construct approximately 3,200 LF of oversized 18-inch gravity sewerline at minimum 0.20% slope to serve the Fritz Greinert development and surrounding areas in Drainage Area #2. Temporarily connect to manhole WWM997 (serves up to 790 LUEs from the Fritz Greinert development).
4b. Construct approximately 3,500 LF of oversized 18-inch gravity sewerline at minimum 0.20% slope. Disconnect the 18" sewerline (Exhibit item 4a) from WWM997, and connect to this sewerline.
5. Expand the Central WWTP.

Red = Required for Service

SYLVAN ST
WILEY ST
FM 1660
MARKLAWN LN
CR 132
FINLEY ST
Hutto 40 LLC
Drainage Area #1
CAROL DR
Fritz Greinert
Drainage Area #2
LIMMER LOOP
Northtown Commons
WWM983
WWM1039
Durango Farms
KATES WAY
GROVES LN
MAGER LN
PARK ST
E FRONT ST
WWM997
E US 79
Urbana
Hutto 62.91 Acres
CR 199
WWTP
1a
1b
1c
2
3
4a
4b
5

SER Review Map
Group 9

- Oversizing Drainage Area
- Wastewater Manhole

Modeled Facilities

- WWTP
- Lift Station

Sewer Lines

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

CIP Projects

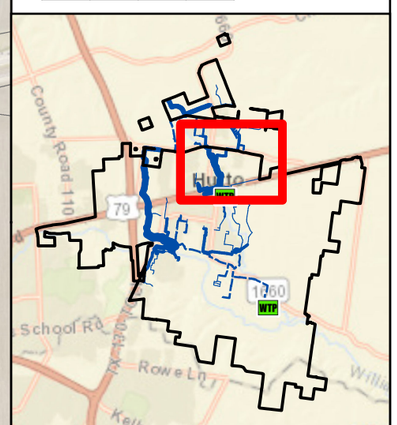
- Cottonwood Creek Int' Extension
- Cottonwood Creek Int' Replacement

Developments

- 2020 Approved
- 2021 Approved
- Pending Approval
- Parcels
- 100-year Floodplain

N

0 287.5575 1,150 Feet



CITY OF HUTTO
GARVER

#1849.ENG

SERVICE EXTENSION REQUEST

Must be accompanied by a Master Application

City of Hutto Development Services
500 W. Live Oak Street Hutto TX 78634
512-759-3479 Planning
512-846-2640 Permits & Inspections
512-759-4038 Engineering
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

CONTACT THE CITY ENGINEER PRIOR TO SUBMITTAL OF ANY REQUEST

PROJECT NAME: Fritz/Greinert Tracts

Legal Description: Acres/Survey/Abstract No. Josias B. Bealle Survey ABS 97

OR Lot_____ Block_____ Subdivision Name: _____

Total acreage 163.578 Percentage of acreage within city limits: 0 %

Water pressure zone: _____ Wastewater drainage basin: _____

Water provider: Jonah SUD Wastewater provider: _____

TYPE OF SERVICE REQUESTED: ☐ WATER ☒ WASTEWATER

Proposed use:

☒ Single family: # of units: 900 ☐ Duplex/Triplex/Fourplex: # of units: _____

☐ Multifamily: # of units: _____ ☐ Office: # square feet: _____

☐ Retail/Commercial: # square feet: _____

Water utility requirements: Peak Hour: _____ gpm; Peak Day _____ gpm

Highest fire flow requirements: _____ gpm for _____ hours at 20 psi.

Fire sprinkler system flow rates: _____ gpm for _____ hours at _____ minimum residual pressure.

Wastewater utility capacity requirements (peak wet weather flows with I & I): _____ gpm.

Requested city cost participation for water improvements: $ 0 based on total construction cost of $ _____

Highest elevation on the land to be served by the Service Extension Request (SER): _____ above mean sea level.

Lowest elevation on the land to be served by the Service Extension Request (SER): _____ above mean sea level.

REQUIRED FOR SUBMITTAL

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

- ☐ Complete Master application and Service Extension Request application.
- ☐ Applicant has coordinated with staff on submittal requirements.
- ☐ Proof of ownership (copy of deed).
- ☐ All required fees may be provided by cash, credit card or check made payable to: City of Hutto
- ☐ Letter describing the proposed development.
- ☐ Field notes and sketch of property by a registered professional land surveyor on (1) 8½" x 11"

CONDITIONS OF APPROVAL

- ☐ The level of service approved by this document does not imply commitment for land use.
- ☐ Service extension requests are subject to the guidelines established in the Hutto City Code of Ordinances.
- ☐ Construction of all service extensions are subject to all utility guidelines and planning ordinances.
- ☐ Service extension approvals automatically expire 120 days after the date of issuance unless a development application has been approved by the Development Services Department. Once an approved development application expires the service extension approval expires on the same date.
- ☐ If requested, the proposed improvements will be dedicated to the City of Hutto for ownership, operation, and maintenance.

FOR DEPARTMENT USE ONLY:

Submittal date	Date accepted for review	Payment type	Fees Paid	Approved By:
8.19.21	9.2.21	#98636	$225.00	

CITY OF HUTTO DEVELOPMENT SERVICES

MASTER APPLICATION

Must accompany all application types
Unless otherwise indicated
May 2019

City of Hutto Development Services
500 W. Live Oak Street Hutto TX 78634
512-759-3479 Planning
512-846-2640 Permits & Inspections
512-759-4038 Engineering
512-759-5962 Fax
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

PROJECT NAME: Fritz/Greiner Tracts APPLICATIONTYPE Service Extension Request

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

Name: Timothy M. Holland, P.E.

Company Name: BGE, Inc.

Address: 1701 Directors Blvd., Suite 1000 Austin, TX 78744

Phone: (512) 879-0433 Email: tholland@bgeinc.com

PROPERTY INFORMATION

Address: CR 199 Hutto, TX 78634

Legal Description: Lot(s) _____ Block _____ Subdivision _____

Deed Reference: Volume _____ Page(s) _____ or Document No. 2019104719

City Limits or ETJ: City Limits Current Zoning District: _____

PROPERTY OWNER INFORMATION

Name: _____

Company Name: Lennar Homes of Texas Land & Construction, Ltd.

Address: 13620 N. FM 620, Building B, Suite 150 Austin, TX 78717

Phone: _____ Email: _____

PROPERTY OWNER CONSENT/AGENT AUTHORIZATION

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

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

Property Owner Signature — Kevin Pape — Property Owner Printed Name — 7/15/20 — Date

THE STATE OF TEXAS

COUNTY OF Williamson

Before me, the undersigned authority, on this day personally appeared Kevin Pape, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 15th day of July, 20 20 A.D.

Notary Public Signature — Nga Nguyen — Notary Public Printed Name

NGA NGUYEN
Notary Public, State of Texas
Comm. Expires 08-12-2023
Notary ID 128700324

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

Transmittal

Date: 8/16/2021

To: Yvette Glover
City of Hutto Development Services
500 W. Live Oak St.
Hutto, TX 78634

From: Timothy M. Holland, PE

Reference: Peterson/Fritz/Greinert Tracts
BGE Job #8599-00

Item No.	Number of Copies	Description
1.	1	SER Application (Peterson)
2.	1	SER Application (Fritz/Greinert)
3.	1	Fee check
4.		
5.		
6.		

Comments:

Yvette,
Please find submittal packages for service extension requests for the Peterson and Fritz/Greinert projects. Let me know if you require anything further to begin review.

Thanks,
Tim

Hutto **9/2/2021**

Planning and Zoning Payment Receipt

1849-ENG

Fritz-Greinert Tracts (SER)
Hutto TX 78634

Paid By:
BGE Inc
Timothy Holland
1701 Directors Boulevard
Austin, TX 78744

Payment Description:

Fee Types

Fee	Amount	Paid	Balance Due
Service Extension Request Not Requiring City Participation...5102	$200.00	$200.00	$0.00
Engineering Tech Fee...5132	$25.00	$25.00	$0.00
Total Fees	**$225.00**	**$225.00**	**$0.00**

Payments

Payment ID	Received Date	Payment Type	Reference Num	Fee	Amount
4020437	**9/2/2021**	**Check**	**98636**	Service Extension Request Not Requiring City Participation...5102	$200.00
				Engineering Tech Fee...5132	$25.00
					$225.00
Total					**$225.00**

98636

BGE, INC.
10777 WESTHEIMER RD., SUITE 400
HOUSTON, TEXAS 77042
(281) 558-8700

ALLEGIANCE BANK
Houston, TX 77241-1314

35-2572/1130

CHECK DATE July 16, 2021

PAY Four Hundred Fifty and 00/100 Dollars

TO CITY OF HUTTO
401 W. Front Street
Hutto, TX 78634

AMOUNT $450.00

VOID AFTER 90 DAYS

#1849-ENG - Fritz-Greinert Tract - SER $225.—
#1850-ENG - Peterson Tract - SER $225.—

AUTHORIZED SIGNATURE

Security features. Details on back.

⑈098636⑈ ⑆113025723⑆ 1002299352⑈

ELECTRONICALLY RECORDED 2021059959
Williamson County, Texas Total Pages: 5

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

SPECIAL WARRANTY DEED

WMV Hutto, LLC , a Texas limited liability company, ("*Grantor*"), for the consideration hereinafter stated, does GRANT, SELL, AND CONVEY unto **Lennar Homes of Texas Land and Construction, Ltd.**, a Texas limited partnership, with offices in Travis County, Texas ("*Grantee*"), the following described real property, together with all improvements thereon owned by Grantor (the "*Property*"):

> All that certain tract, piece, or parcel of land in Williamson County, Texas more particularly described on **Exhibit "A"** attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, Grantee's successors and assigns, forever.

And Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, and successors, to WARRANTY AND FOREVER DEFEND, all and singular, the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, if the claim is by, through or under Grantor, but not otherwise, subject however, to the Permitted Exceptions set forth on **Exhibit "B"** attached to and incorporated in this Deed by reference. Grantee assumes the payment of ad valorem taxes and assessments for the current year and for subsequent years and for Rollback Taxes.

The consideration for this conveyance, receipt of which Grantor acknowledges, is $10.00 and other valuable consideration paid to Grantor for which no lien either express or implied is retained.

For the same consideration, Grantor hereby GRANTS, SELLS, CONVEYS, ASSIGNS, AND DELIVERS to Grantee, all right, title, and interest, if any, of Grantor, as owner of the Property but not as owner of any other property, in and to (i) strips or gores, if any, between the Property and abutting properties, (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Property, (iii) any easements, rights-of-way, rights of ingress and egress, or other interests in, on, or to, any land, highway, street, road or avenue, open or proposed, in, on, across from, in front of, abutting, adjoining, or otherwise appurtenant to the Property, as well as all other rights, privileges, and appurtenances owned by Grantor and in any way related to the Property and other rights and interests of Grantor hereunder conveyed, and (iv) all oil, gas, hydrocarbons, and minerals in, on, under, or that may be produced from the Property.

Grantee's Mailing Address: Lennar Homes of Texas Land and Construction, Ltd.
13620 N. FM 620, Bldg. B, Suite 150
Austin, Texas 78717

Executed this 19th day of April, 2021.

GRANTOR:

WMV Hutto, LLC,
a Texas limited liability company

By: Waymaker Ventures, LLC
A Texas limited liability company
its Sole Member

By: Holt Dunlop
Name: Holt Dunlop
Title: Manager

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me this 19th day of April, 2021, by Holt Dunlop, Manager of Waymaker Ventures, LLC, the sole member of WMV Hutto, LLC, on behalf of said entity.

TERRI ANN GRONA
Notary Public
State of Texas
ID # 5279183
Comm. Expires 06/23/2022

Terri A Grona
Notary Public - State of Texas

After Recording, Please Return To:

Lennar Homes of Texas Land and Construction, Ltd.
Attention: Land Department
13620 N. FM 620, Bldg. B, Suite 150
Austin, Texas 78717

EXHIBIT "A"

LEGAL DESCRIPTION

BEING 75.21 ACRES OF LAND OUT OF THE J.B. BEALLE SURVEY, ABSTRACT NUMBER 97 IN WILLIAMSON COUNTY, TEXAS, SAME BEING ALL OF THAT CERTAIN JONATHAN EDWARD FRITZ AND SHARON K. FRITZ 106.84 ACRE TRACT RECORDED IN VOLUME 784, PAGE 684, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT THAT CERTAIN 4.6387 ACRE TRACT OF LAND (LIMMER LOOP) AS RECORDED IN DOCUMENT NUMBER 2004013916, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND SAVE AND EXCEPT THE SOUTHERLY 22.24 ACRE TRACT OF LAND, SAID 75.21 ACRES OF LAND TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron rod found in westerly right-of-way line of County Road 132, at the southeast corner of that certain D. L. Greinert 83.25 acre tract, as recorded in Volume 861, Page 643, Deed Records of Williamson County, Texas, same being the northeast corner of said 106.84 acre tract and the northeast corner hereof;

THENCE South 07 degrees 38 minutes 14 seconds West, along said westerly right-of-way line and said 106.84 acre tract easterly line, 1623.66 to an iron rod found at the northeast corner of said 4.6387 acre tract same being the southwest corner hereof;

THENCE along said 4.6387 acre tract (Limner Loop) northerly line through 106.84 acre tract the following 4 courses:

1. South 54 degrees 24 minutes 34 seconds West, 67.69 feet to an iron rod found;

2. North 77 degrees 58 minutes 57 seconds West, 1853.76 feet to an iron rod found at the beginning of a curve to the left having a radius of 2045.00 feet;

3. North 81 degrees 41 minutes 07 seconds West, along said curve to the left, 263.10 feet to an iron rod found;

4. North 85 degrees 08 minutes 39 seconds West, 50.29 feet to an iron rod found in the southeast corner of that certain Hutto Development, LLC., 34.486 acre tract, as recorded in Document Number 2016001293, Official Public Records, said county, same being the northeast corner of said 4.6387 acre tract and the southwest corner hereof;

THENCE along said 37.486 acre tract easterly line and said 106.84 acre tract westerly line, North 07 degrees 57 minutes 26 second East, passing at 124.02 feet an iron rod found for a total distance of 1520.35 feet an iron rod found in the southerly line of said 83.325 acre tract, same being the northwest corner of said 106.84 acre tract and the northwest corner hereof;

THENCE South 82 degrees 33 minutes 23 seconds East, along said 83.325 acre tract southerly line and said 106.84 acre tract northerly line, 2202.50 feet to POINT OF BEGINNING.

EXHIBIT "B"
Permitted Exceptions

1. Easement in favor of Texas Power & Light Company, recorded in Volume 239, Page 74, Williamson County, Texas.

2. Drainage Easement in favor of Williamson County, Texas, recorded in Clerk's File No. 2005015155, Williamson County, Texas

3. Easement as set out in Agreed Final Judgement in favor of LCRA Transmission Services Corporation, recorded in Clerk's File No. 2010047888, Williamson County, Texas.

4. Permanent Easement Agreement in favor of Enterprise Crude Pipeline LLC, recorded in Clerk's File No. 2016104708, Williamson County, Texas.

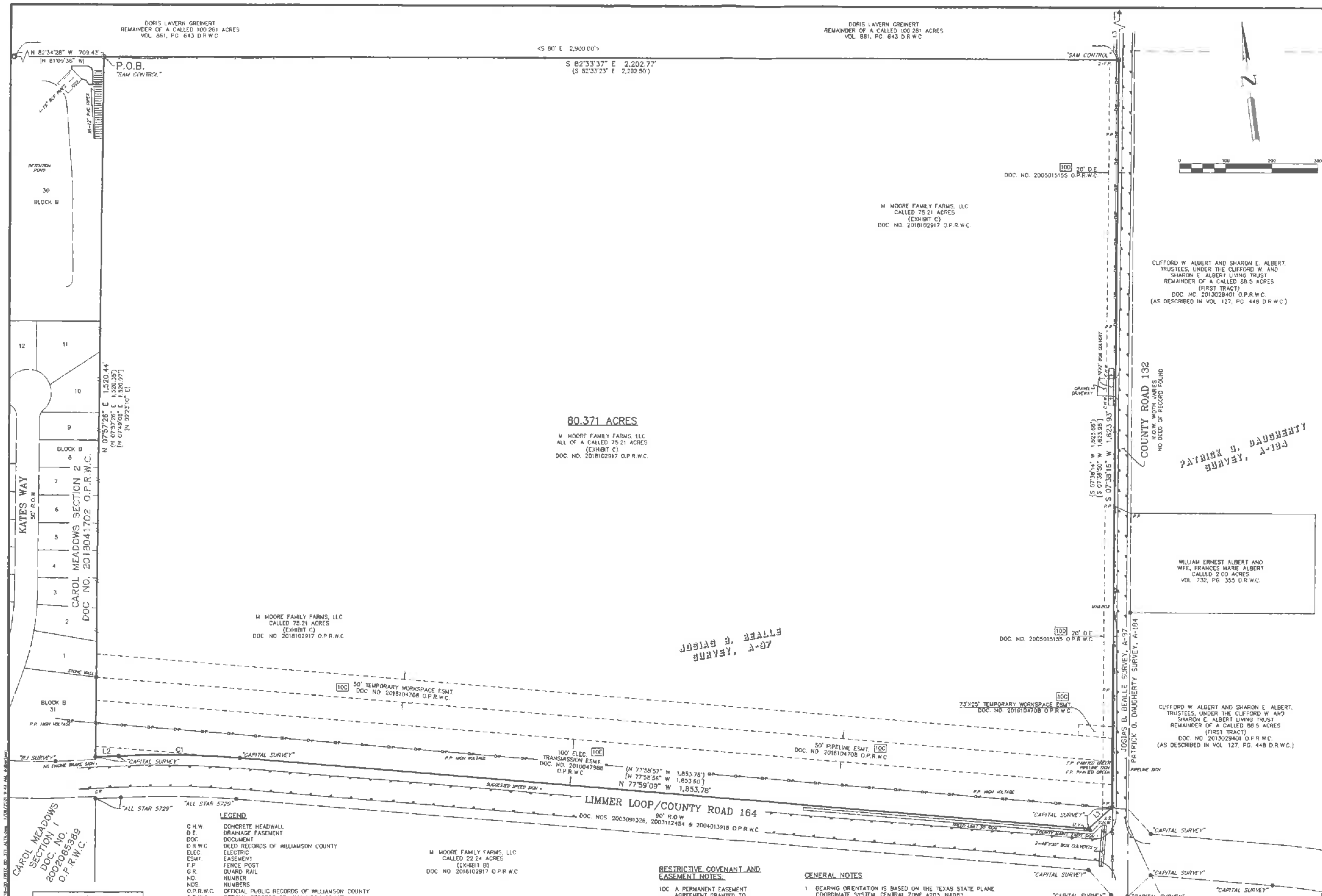
ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

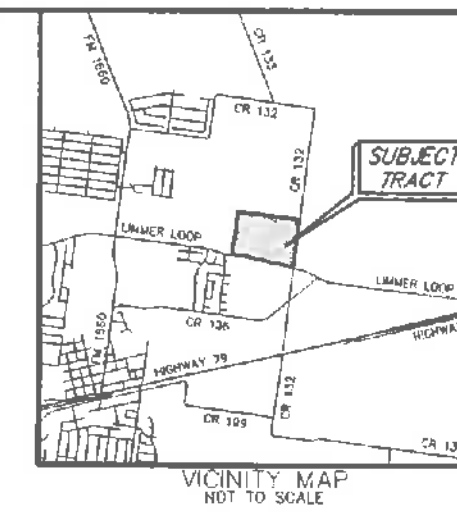
2021059959

Pages: 5 Fee: $33.00
04/23/2021 11:36 AM



Nancy E. Rister, County Clerk
Williamson County, Texas





METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 80.371 ACRE TRACT OF LAND IN THE JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97, WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 75.21 ACRE TRACT OF LAND (EXHIBIT C) AS CONVEYED UNTO M. MOORE FAMILY FARMS, LLC IN DOCUMENT NUMBER 2018102917 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 80.371 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an aluminum monument stamped "SAM CONTROL" found on the south line of a remainder of a called 100.261 acre tract of land as conveyed unto Doris Lavern Greinert in Volume 881, Page 643 of the Deed Records of Williamson County, Texas, at the northeast corner of Lot 30, Block "B", Carol Meadows Section 2 as recorded in Document Number 2018041702 of the Official Public Records of Williamson County, Texas, being the northwest corner of said 75.21 acre tract for the northwest corner and POINT OF BEGINNING of the herein described tract, from which a cotton spindle found in a fence post at the southwest corner of the remainder of said 100.261 acre tract bears N 82°34'28" W, a distance of 709.43 feet;

THENCE, S 82°33'37" E, (Record S 82°33'23" E, 2,202.50 feet) coincident with the common line of the remainder of said 100.261 acre tract and the 75.21 acre tract, a distance of 2,202.77 feet to an aluminum monument stamped "SAM CONTROL" found on the west right-of-way of County Road 132 (R.O.W. ~ varies), no deed of record found, at the common corner of the remainder of the 100.261 acre tract and the 75.21 acre tract, for the northeast corner of the herein described tract, from which a Mag Nail and Shiner found at the northeast corner of the remainder of said 100.261 acre tract bears N 07°31'23" E, a distance of 1,495.44 feet;

THENCE, S 07°38'16" W (Record S 07°38'14" W, 1,623.66 feet) coincident with the common line of the 75.21 acre tract and said west right-of-way line, a distance of 1,623.93 feet to a 1/2-inch iron rod with a cap stamped "CAPITAL SURVEY" found at the northeast end of the cutback line from the north right-of-way line of Limmer Loop/County Road 164 (R.O.W. ~ 90') as described in Document Numbers 2003091326, 2003112454 & 2004013918 of the Official Public Records of Williamson Country, Texas, for a southeasterly corner of the herein described tract;

THENCE, S 54°26'50" W, (Record S 54°24'34" W, 67.69 feet) coincident with the common line of said cutback and the 75.21 acre tract, a distance of 67.66 feet to a 1/2-inch iron rod with a cap stamped "CAPITAL SURVEY" found at the southwest end of said cutback, on the north right-of-way line of said Limmer Loop, for the most southerly corner of the 75.21 acre tract and the herein described tract;

THENCE, in a westerly direction, coincident with the common line of the 75.21 acre tract and said north right-of-way line the following three (3) courses:

1) N 77°59'09" W, a distance of 1,853.78 feet, (Record N 77°58'57" W, 1,853.78 feet) to a 1/2-inch iron rod with a cap stamped "CAPITAL SURVEY" found, for the beginning of a non-tangent curve of the herein described tract;

2) Curving to the left with a radius of 2,045.00 feet, an arc length of 263.41 feet, a central angle of 07°22'49", a chord bearing of N 81°41'48" W, (Record N 81°41'07" W) and a chord distance of 263.23 feet, (Record 263.10 feet) to a 1/2-inch iron rod with a cap stamped "CAPITAL SURVEY" found at the end of this curve;

3) N 84°58'39" W, a distance of 50.38 feet, (Record N 85°08'39" W, 50.29 feet) to a 1/2-inch iron rod with a cap stamped "CAPITAL SURVEY" found, on the east line of Lot 31, Block "B" of the aforementioned Carol Meadows Section 2 at a corner of said right-of-way line for the southwest corner of the 75.21 acre tract and the herein described tract;

THENCE, N 07°57'26" E, (Record N 07°57'26" E, 1,520.35 feet) coincident with the common line of the 75.21 acre tract and said Carol Meadows Section 2, a distance of 1,520.44 feet to the POINT OF BEGINNING and containing 80.371 acres of land, more or less.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 54°26'50" W	67.66'
L2	N 84°58'39" W	50.38'
L3	N 07°31'23" E	1,495.44'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	(S 54°24'34" W)	(67.69')
	[S 54°46'57" W]	[67.94']
L2	(N 85°08'39" W)	(50.29')
	[N 85°21'53" W]	[50.14']
L3	<N 10° E>	<1,506.00'>

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	263.41'	2,045.00'	7°22'49"	N 81°41'48" W	263.23'

RECORD CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1		(2,045.00')		(N 81°41'07" W)	(263.10')
	[263.50']	[2,045.00']	[7°22'38"]	[N 81°40'24" W]	[263.32']

LEGEND

C.H.W.	CONCRETE HEADWALL
D.E.	DRAINAGE EASEMENT
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.P.	FENCE POST
G.R.	GUARD RAIL
NO.	NUMBER
NOS.	NUMBERS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
PVC	POLYVINYL CHLORIDE PIPE
RCP	REINFORCED CONCRETE PIPE
R.O.W.	RIGHT-OF-WAY
S.S.	STOP SIGN
U.V.	UNDERGROUND VAULT
VOL.	VOLUME
( )	RECORD INFORMATION FOR DOC. NO. 2018102917 O.P.R.W.C.
[ ]	RECORD INFORMATION FOR DOC. NO. 2004013918 O.P.R.W.C.
< >	RECORD INFORMATION FOR VOL. 881, PG. 643 D.R.W.C.
{ }	RECORD INFORMATION FOR DOC. NO. 2018041702 O.P.R.W.C.
●	FOUND 1/2" IRON ROD
■	FOUND ALUMINUM MONUMENT
✪	FOUND COTTON SPINDLE IN FENCE POST
▲	FOUND MAG NAIL WITH SHINER
100	SCHEDULE B ITEM
	EDGE OF ASPHALT
	OVERHEAD TELEPHONE
	OVERHEAD ELECTRIC
	BARBED WIRE FENCE
	BOARD FENCE

RESTRICTIVE COVENANT AND EASEMENT NOTES:

10C A PERMANENT EASEMENT AGREEMENT GRANTED TO ENTERPRISE CRUDE PIPELINE, LLC, FOR THE PURPOSE OF A PIPELINE, RECORDED UNDER DOCUMENT NO 2016104708, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT AS SHOWN HEREON.

10D A DRAINAGE EASEMENT GRANTED TO WILLIAMSON COUNTY, TEXAS, RECORDED UNDER DOCUMENT NO 2005015155, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT AS SHOWN HEREON.

10E AN ELECTRICAL TRANSMISSION LINE EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION, RECORDED UNDER DOCUMENT NO 2010047988, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT AS SHOWN HEREON.

GENERAL NOTES

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.0001097659
2. THE PROPERTY LIES IN UNSHADED ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48491C0520F, REVISED DECEMBER 20, 2019. ANY FLOODPLAIN BOUNDARIES SHOWN HEREON ARE APPROXIMATE AND ARE NOT DEPICTED AS A RESULT OF AN ON THE GROUND SURVEY.
3. THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY AND COUNTERSIGNED BY WESTERN TITLE OF BANDERA, INC. UNDER GF NO 2020006, DATED EFFECTIVE JANUARY 14, 2020 AND ISSUED ON JANUARY 28, 2020.
4. MONUMENTATION AS SHOWN
5. NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED BY SURVEYOR

To WayMaker Ventures, LLC, a Texas limited liability company, Fidelity National Title Insurance Company and Western Title of Bandera, Inc.:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1-4, 7(a), 9, 11(observed evidence only), 14 and 16 of Table A thereof. The field work was completed on March 3, 2020.

Date of Plat or Map: January 8, 2021

DION P. ALBERTSON RPLS NO. 4963
BGE, INC.
7330 SAN PEDRO AVE., SUITE 202
SAN ANTONIO, TEXAS 78216
TELEPHONE: (210) 581-3600

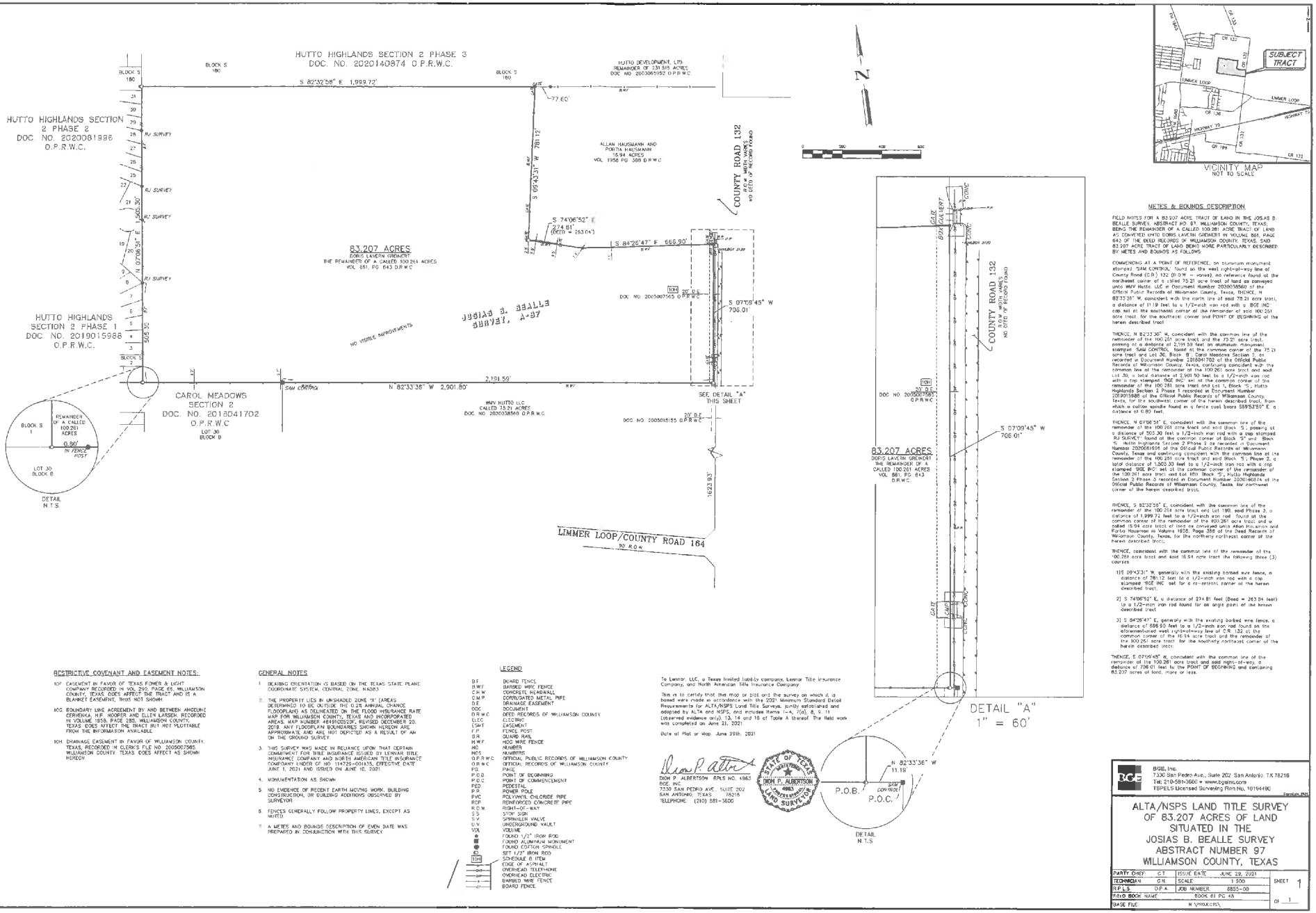
STATE OF TEXAS — DION P. ALBERTSON — 4963 — LAND SURVEYOR

BGE, Inc.
7330 San Pedro Ave., Suite 202, San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10194490

Copyright 2021

ALTA/NSPS LAND TITLE SURVEY OF 80.371 ACRES OF LAND SITUATED IN THE JOSIAS B. BEALLE SURVEY ABSTRACT NUMBER 97 WILLIAMSON COUNTY, TEXAS

PARTY CHIEF:	M.R.	ISSUE DATE:	1/8/2021	SHEET 1
TECHNICIAN:	D.G.F.	REVISED DATE:	N/A	
R.P.L.S.:	D.A.	SCALE:	1"=100'	
FIELD BOOK:	47, 61-65	JOB NUMBER:	7518-00	OF 1
BASE FILE:	G:\DC\Projects\WayMaker\7518-00-Fritz_Prelim			



METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 83.207 ACRES TRACT OF LAND IN THE JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97, WILLIAMSON COUNTY, TEXAS; BEING THE REMAINDER OF A CALLED 100.261 ACRE TRACT OF LAND AS CONVEYED UNTO DORIS LAVERN GRENERT IN VOLUME 861, PAGE 643 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 83.207 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A POINT OF REFERENCE, an aluminum monument stamped "SAM CONTROL" found on the west right-of-way line of County Road (C.R.) 132 (R.O.W. – varies) and reference found at the northeast corner of a called 75.21 acre tract of land as conveyed unto WMV Hutto, LLC in Document Number 2020038560 of the Official Public Records of Williamson County, Texas, THENCE, N 82°33'38" W, coincident with the north line of said 75.21 acre tract, a distance of 11.19 feet to a 1/2-inch iron rod with a BGE INC. cap set at the southeast corner of the remainder of said 100.261 acre tract, for the southeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, N 82°33'38" W, coincident with the common line of the remainder of the 100.261 acre tract and the 75.21 acre tract, passing at a distance of 2,191.59 feet an aluminum monument stamped "SAM CONTROL" found at the common corner of the 75.21 acre tract and Lot 30, Block "B", Carol Meadows Section 2, as recorded in Document Number 2018041702 of the Official Public Records of Williamson County, Texas, continuing coincident with the common line of the remainder of the 100.261 acre tract and said Lot 30, a total distance of 2,901.80 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of the remainder of the 100.261 acre tract and Lot 1, Block "S", Hutto Highlands Section 2 Phase 1 recorded in Document Number 2019015988 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract, from which a cotton spindle found in a fence post bears S89°53'59" E, a distance of 0.80 feet;

THENCE, N 07°08'51" E, coincident with the common line of the remainder of the 100.261 acre tract and said Block "S", passing at a distance of 503.30 feet a 1/2-inch iron rod with a cap stamped "RJ SURVEY" found at the common corner of Block "S" and Block "S", Hutto Highlands Section 2 Phase 2 as recorded in Document Number 2020081986 of the Official Public Records of Williamson County, Texas and continuing coincident with the common line of the remainder of the 100.261 acre tract and said Block "S", Phase 2, a total distance of 1,505.30 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of the remainder of the 100.261 acre tract and Lot 180, Block "S", Hutto Highlands Section 2 Phase 3 recorded in Document Number 2020140874 of the Official Public Records of Williamson County, Texas, for northwest corner of the herein described tract;

THENCE, S 82°32'58" E, coincident with the common line of the remainder of the 100.261 acre tract and Lot 180, said Phase 3, a distance of 1,999.72 feet to a 1/2-inch iron rod found at the common corner of the remainder of the 100.261 acre tract and a called 15.94 acre tract of land as conveyed unto Allan Hausmann and Porita Hausmann in Volume 1958, Page 388 of the Deed Records of Williamson County, Texas, for the northerly northeast corner of the herein described tract;

THENCE, coincident with the common line of the remainder of the 100.261 acre tract and said 15.94 acre tract the following three (3) courses:

1) S 09°43'31" W, generally with the existing barbed wire fence, a distance of 781.12 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;

2) S 74°06'52" E, a distance of 274.81 feet (Deed = 263.04 feet) to a 1/2-inch iron rod found for an angle point of the herein described tract;

3) S 84°26'47" E, generally with the existing barbed wire fence, a distance of 666.90 feet to a 1/2-inch iron rod found on the aforementioned west right-of-way line of C.R. 132 at the common corner of the 15.94 acre tract and the remainder of the 100.261 acre tract, for the southerly northeast corner of the herein described tract;

THENCE, S 07°08'45" W, coincident with the common line of the remainder of the 100.261 acre tract and said right-of-way, a distance of 706.01 feet to the POINT OF BEGINNING and containing 83.207 acres of land, more or less.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

10F EASEMENT IN FAVOR OF TEXAS POWER & LIGHT COMPANY RECORDED IN VOL. 290, PAGE 66, WILLIAMSON COUNTY, TEXAS. DOES AFFECT THE TRACT AND IS A BLANKET EASEMENT, THUS NOT SHOWN.

10G BOUNDARY LINE AGREEMENT BY AND BETWEEN ANCELINE CERVENKA, H.P. HOOPER AND ELLEN LARSEN, RECORDED IN VOLUME 1858, PAGE 285, WILLIAMSON COUNTY, TEXAS. DOES AFFECT THE TRACT BUT NOT PLOTTABLE FROM THE INFORMATION AVAILABLE.

10H DRAINAGE EASEMENT IN FAVOR OF WILLIAMSON COUNTY, TEXAS, RECORDED IN CLERK'S FILE NO. 2005007565, WILLIAMSON COUNTY, TEXAS. DOES AFFECT AS SHOWN HEREON.

GENERAL NOTES

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83.
2. THE PROPERTY LIES IN UNSHADED ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48491C0535F, REVISED DECEMBER 20, 2019. ANY FLOODPLAIN BOUNDARIES SHOWN HEREON ARE APPROXIMATE AND ARE NOT DEPICTED AS A RESULT OF AN ON THE GROUND SURVEY.
3. THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY LENNAR TITLE INSURANCE COMPANY AND NORTH AMERICAN TITLE INSURANCE COMPANY UNDER GF NO. 114725-001435, EFFECTIVE DATE JUNE 1, 2021 AND ISSUED ON JUNE 10, 2021.
4. MONUMENTATION AS SHOWN.
5. NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED BY SURVEYOR.
6. FENCES GENERALLY FOLLOW PROPERTY LINES, EXCEPT AS NOTED.
7. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SURVEY.

LEGEND

B.F.	BOARD FENCE
B.W.F.	BARBED WIRE FENCE
C.H.W.	CONCRETE HEADWALL
C.M.P.	CORRUGATED METAL PIPE
D.E.	DRAINAGE EASEMENT
DOC	DOCUMENT
O.R.W.C	DEED RECORDS OF WILLIAMSON COUNTY
ELEC	ELECTRIC
ESMT	EASEMENT
F.P.	FENCE POST
GR.	GUARD RAIL
H.W.F.	HOG WIRE FENCE
NO.	NUMBER
NOS.	NUMBERS
O.P.R.W.C	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PED.	PEDESTAL
P.P.	POWER POLE
PVC	POLYVINYL CHLORIDE PIPE
RCP	REINFORCED CONCRETE PIPE
R.O.W.	RIGHT-OF-WAY
S.S.	STOP SIGN
S.V.	SPRINKLER VALVE
U.V.	UNDERGROUND VAULT
VOL.	VOLUME
●	FOUND 1/2" IRON ROD
■	FOUND ALUMINUM MONUMENT
●	FOUND COTTON SPINDLE
○	SET 1/2" IRON ROD
10H	SCHEDULE B ITEM
	EDGE OF ASPHALT
OHP	OVERHEAD TELEPHONE
OHE	OVERHEAD ELECTRIC
	BARBED WIRE FENCE
	BOARD FENCE

To Lennar, LLC, a Texas limited liability company, Lennar Title Insurance Company, and North American Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1–4, 7(a), 8, 9, 13 (observed evidence only), 13, 14 and 16 of Table A thereof. The field work was completed on June 21, 2021.

Date of Plat or Map: June 29th, 2021

DION P. ALBERTSON RPLS NO. 4963
BGE, INC.
7330 SAN PEDRO AVE., SUITE 202
SAN ANTONIO, TEXAS 78216
TELEPHONE: (210) 581-3600

STATE OF TEXAS
DION P. ALBERTSON
4963
REGISTERED PROFESSIONAL LAND SURVEYOR

BGE, Inc.
7330 San Pedro Ave., Suite 202 San Antonio, TX 78216
Tel: 210-581-3600 ● www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10194490

ALTA/NSPS LAND TITLE SURVEY OF 83.207 ACRES OF LAND SITUATED IN THE JOSIAS B. BEALLE SURVEY ABSTRACT NUMBER 97 WILLIAMSON COUNTY, TEXAS

PARTY CHIEF:	C.T.	ISSUE DATE:	JUNE 29, 2021	SHEET	1
TECHNICIAN	C.N.	SCALE:	1:200	OF	1
R.P.L.S.	D.P.A.	JOB NUMBER:	8855-00		
FIELD BOOK NAME:		BOOK 81 PG 43			
BASE FILE:		N:\PROJECTS\			

Mayor
Mike Snyder

Mayor Pro Tem
Dan Thornton

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

City Manager
James R Earp, CPM

January 20, 2023
Mr. Timothy Holland
1701 Directors Blvd, Suite 1000
Austin, Texas 78759

RE: Fritz Greinert
Service Extension Request (SER #3) - Water and Wastewater Utilities

Dear Mr. Holland,

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

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

We appreciate your patience as we are working to address the needs of your development while planning for future growth. Please feel free to contact me at (512) 759-5975 or email Wade.benton@huttotx.gov with any questions.

Sincerely,

Wade Benton
Interim Director of Engineering

Attachments:
Wastewater SER #3 Response
SER Application

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

TEL 512.485.0009
FAX 512.485.0010

www.GarverUSA.com

SER #3 Fritz Greinert SER Sewer Evaluation

January 20th, 2023

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

1.0 Introduction / Summary

The purpose of this memorandum is to document preliminary analyses completed to size wastewater infrastructure to serve the Fritz Greinert development within the City of Hutto's wastewater certificate of convenience and necessity (CCN). This development is reviewed in conjunction with the Allora Hutto and Cottonwood (Common Ground) developments in the same service area to ensure that proposed infrastructure can meet the needs of all developments in the area. Note that the Hutto 79 SER in the was not included in this sewer evaluation since the Cottonwood (Common Ground) SER application was submitted subsequently to the Hutto 79 SER application at the same location. Refer to Exhibit 1 for a map depicting the service area.

2.0 Sanitary Sewer Loading Calculations

Per the Service Extension Request (SER) submitted by the developer, the Fritz Greinert development will have 900 single-family units as shown in Table 2-1. Land Use Equivalent assumptions are listed in Table 2-1 and anticipated loadings for the development areas are included in Table 2-2. Average flow was calculated using 280 gpd/LUE, and average peak wet weather flow was calculated as outlined in the City of Hutto Utility Design Criteria Manual.

Table 2-1: Fritz Greinert Sewer Loading Assumptions

Development Type	LUE Equivalent	Proposed Development	LUE Subtotal
Single Family Residential	1 LUE/unit	900 units	900
Multi-Family Residential (6-24 units per acre)	0.8 LUE/unit		
Office Space	3,000 sf/LUE		
Retail Space	1,660 sf/LUE		
Restaurant	200 sf/LUE		
		Total LUEs	**900**

Table 2-2: Sewer Loading Calculations for Development Areas

Development	No. LUEs	Area (Acres)	Average Load (MGD)	Peak Load (MGD)
Cottonwood (Common Ground)*	1,464	246.5	0.41	1.54
Allora Hutto	281	16.9	0.08	0.31
Fritz Greinert	900	163.6	0.25	0.99
		Total	**0.74**	**2.53****

* The previously proposed Hutto 79 development is within the Cottonwood (Common Ground) development area and is proposing 718 LUEs.
** Calculated using the City of Hutto Utility Criteria Manual Peak Wet Weather Flow formula.

3.0 Routing Options

The Fritz Greinert development is located north of Limmer Loop and west of CR 132. Wastewater flow from the development is proposed to be routed by gravity with a 21" sewerline along Hwy 79 to the proposed parallel Cottonwood Creek Interceptor. This proposed interceptor includes the extension of the existing Cottonwood Creek interceptor to the north of Limmer Loop (not required for this development), and the construction of an interceptor parallel to the existing Cottonwood interceptor south of Limmer Loop. Exhibit 1 depicts for the proposed route.

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

Table 3-1: Required Upgrades to Serve the Fritz Greinert Development

Timeframe	Exhibit Item #	Project Description	Project Responsibility - Design & Construction	Project Responsibility - Funding
Short-term	-	Voluntarily annex into the City of Hutto to receive wastewater service and obtain City of Hutto approval on wastewater improvements.	Developer	Developer
Short-term	1	Construct approximately 3,200 LF of oversized 21-inch gravity sewerline at minimum 0.20% slope to serve the Fritz Greinert development and surrounding areas. Temporarily connect to manhole WWM997 (serves up to 790 LUEs from the Fritz Greinert and Allora Hutto developments).	Developer*	Developer* and City **
Short-term	2	Construct approximately 3,500 LF of oversized 21-inch gravity sewerline at minimum 0.20% slope. Disconnect the 21" sewerline (Exhibit Item 1) from WWM997 and connect to this sewerline. Required if the number of LUEs from the Fritz Greinert and Allora Hutto developments exceeds 790.	Developer*	Developer* and City **
Short-term	3	Construct a 42" interceptor parallel to the existing Cottonwood Creek Interceptor between Hwy 79 and the Central WWTP. Needs to be installed when Exhibit Item 2 is installed.	Developer* / City	City
Long-term	4	Expand the Central WWTP	City	City

* The developer may share the cost of this project with other developments in the area.
** The City will cost participate to oversize this infrastructure.

4.0 Gravity Sewer Infrastructure Sizing

To serve the Cottonwood (Common Ground), Allora Hutto, and Fritz Greinert developments, a 21” gravity line at minimum 0.12% slope is required (see Exhibit Items 1 and 2). Should developers proceed with all three developments, the City would not cost participate to install Exhibit Items 1 and 2.

For Exhibit Items 1 and 2, a 15” gravity sewerline would provide adequate capacity to serve the Fritz Greinert. However, this line should be oversized to a 21” line at 0.20% minimum slope to serve future developments in its vicinity. Should developers not proceed with the Allora Hutto and Cottonwood (Common Ground) developments, the City would reimburse the Fritz Greinert developer for the cost difference to upsize the 15” line to a 21” line.

Exhibit 1
SER Sewer Evaluation
Fritz Greinert

Service Extension Requests	LUEs
#03 Fritz Greinert	900
#35 Allora Hutto	281
#39 Cottonwood (Common Ground)	1,464

Projects:

1. Construct approximately 3,200 LF of oversized 21-inch gravity sewerline at minimum 0.20% slope to serve the Fritz Greinert development and surrounding areas. Temporarily connect to manhole WWM997 (serves up to 790 LUEs from the Fritz Greinert and Allora Hutto developments).

2. Construct approximately 3,500 LF of oversized 21-inch gravity sewerline at minimum 0.20% slope.

3. Construct a 42" interceptor parallel to the existing Cottonwood Creek Interceptor between Hwy 79 and the Central WWTP.

4. Expand the Central WWTP.

Projects required to serve the Allora Hutto SERs:

Serves up to 790 LUEs from the Fritz Greinert, Allora Hutto, and Cototnwood (Common Ground) developments.

5. Construct approximately 500 LF of 8" gravity sewerline to serve the Allora Hutto SER.

6. Construct approximately 2,400 LF of 15" gravity sewerline at minimum 0.20% slope.

Red = Required for Service

BROWN ST
SYLVAN ST
FINLEY ST
HENDELSON LN
FM 1660
CAROL DR
LIMMER LOOP
Northtown Commons
GROVES LN
KATES WAY
PARK ST
E FRONT ST
MAGER LN
CR 132
E US 79
CR 199
Highlands North LS
Allora Hutto
Hutto 40 LLC
Fritz Greinert
Cottonwood (Common Ground)
Urbana
Hutto 62.91 Acres
WWM997
1
2
3
4
5
6

SER Review Map
Fritz Greinert

- Wastewater Manhole

CIP Projects
- Cottonwood Creek Int' Extension
- Cottonwood Creek Int' Replacement

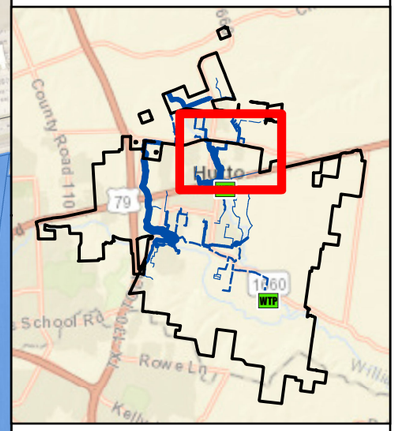
Facilities
- WWTP
- Lift Station

Sewer Lines
- 8.0" - 12.0"
- 12.1" - 15.0"
- 15.1" - 21.0"
- 21.1" - 30.0"
- 30.1" - 42.0"
- Wastewater Line
- Force Main

Developments
- 2020 Approved
- 2021 Approved
- Pending Approval
- Parcels
- 100-year Floodplain

N

0 287.5575 1,150 Feet



CITY OF HUTTO
GARVER

#1849.ENG

SERVICE EXTENSION REQUEST

Must be accompanied by a Master Application

City of Hutto Development Services
500 W. Live Oak Street Hutto TX 78634
512-759-3479 Planning
512-846-2640 Permits & Inspections
512-759-4038 Engineering
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

CONTACT THE CITY ENGINEER PRIOR TO SUBMITTAL OF ANY REQUEST

PROJECT NAME: Fritz/Greinert Tracts

Legal Description: Acres/Survey/Abstract No. Josias B. Bealle Survey ABS 97

OR Lot_____ Block_____ Subdivision Name: _____

Total acreage 163.578 Percentage of acreage within city limits: 0 %

Water pressure zone: _____ Wastewater drainage basin: _____

Water provider: Jonah SUD Wastewater provider: _____

TYPE OF SERVICE REQUESTED: ☐ WATER ☒ WASTEWATER

Proposed use:

☒ Single family: # of units: 900 ☐ Duplex/Triplex/Fourplex: # of units: _____

☐ Multifamily: # of units: _____ ☐ Office: # square feet: _____

☐ Retail/Commercial: # square feet: _____

Water utility requirements: Peak Hour: _____ gpm; Peak Day _____ gpm

Highest fire flow requirements: _____ gpm for _____ hours at 20 psi.

Fire sprinkler system flow rates: _____ gpm for _____ hours at _____ minimum residual pressure.

Wastewater utility capacity requirements (peak wet weather flows with I & I): _____ gpm.

Requested city cost participation for water improvements: $ 0 based on total construction cost of $ _____

Highest elevation on the land to be served by the Service Extension Request (SER): _____ above mean sea level.

Lowest elevation on the land to be served by the Service Extension Request (SER): _____ above mean sea level.

REQUIRED FOR SUBMITTAL

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

- ☐ Complete Master application and Service Extension Request application.
- ☐ Applicant has coordinated with staff on submittal requirements.
- ☐ Proof of ownership (copy of deed).
- ☐ All required fees may be provided by cash, credit card or check made payable to: City of Hutto
- ☐ Letter describing the proposed development.
- ☐ Field notes and sketch of property by a registered professional land surveyor on (1) 8½" x 11"

CONDITIONS OF APPROVAL

- ☐ The level of service approved by this document does not imply commitment for land use.
- ☐ Service extension requests are subject to the guidelines established in the Hutto City Code of Ordinances.
- ☐ Construction of all service extensions are subject to all utility guidelines and planning ordinances.
- ☐ Service extension approvals automatically expire 120 days after the date of issuance unless a development application has been approved by the Development Services Department. Once an approved development application expires the service extension approval expires on the same date.
- ☐ If requested, the proposed improvements will be dedicated to the City of Hutto for ownership, operation, and maintenance.

FOR DEPARTMENT USE ONLY:

Submittal date	Date accepted for review	Payment type	Fees Paid	Approved By:
8.19.21	9.2.21	#98636	$225.00	

CITY OF HUTTO DEVELOPMENT SERVICES

MASTER APPLICATION

Must accompany all application types
Unless otherwise indicated
May 2019

City of Hutto Development Services
500 W. Live Oak Street Hutto TX 78634
512-759-3479 Planning
512-846-2640 Permits & Inspections
512-759-4038 Engineering
512-759-5962 Fax
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

PROJECT NAME: Fritz/Greiner Tracts APPLICATIONTYPE Service Extension Request

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

Name: Timothy M. Holland, P.E.

Company Name: BGE, Inc.

Address: 1701 Directors Blvd., Suite 1000 Austin, TX 78744

Phone: (512) 879-0433 Email: tholland@bgeinc.com

PROPERTY INFORMATION

Address: CR 199 Hutto, TX 78634

Legal Description: Lot(s) _____ Block _____ Subdivision _____

Deed Reference: Volume _____ Page(s) _____ or Document No. 2019104719

City Limits or ETJ: City Limits Current Zoning District: _____

PROPERTY OWNER INFORMATION

Name: _____

Company Name: Lennar Homes of Texas Land & Construction, Ltd.

Address: 13620 N. FM 620, Building B, Suite 150 Austin, TX 78717

Phone: _____ Email: _____

PROPERTY OWNER CONSENT/AGENT AUTHORIZATION

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

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

Property Owner Signature — Kevin Pape — Property Owner Printed Name — 7/15/20 — Date

THE STATE OF TEXAS

COUNTY OF Williamson

Before me, the undersigned authority, on this day personally appeared Kevin Pape, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 15th day of July, 20 20 A.D.

Notary Public Signature — Nga Nguyen — Notary Public Printed Name

NGA NGUYEN
Notary Public, State of Texas
Comm. Expires 08-12-2023
Notary ID 128700324

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

Transmittal

Date: 8/16/2021

To: Yvette Glover
City of Hutto Development Services
500 W. Live Oak St.
Hutto, TX 78634

From: Timothy M. Holland, PE

Reference: Peterson/Fritz/Greinert Tracts
BGE Job #8599-00

Item No.	Number of Copies	Description
1.	1	SER Application (Peterson)
2.	1	SER Application (Fritz/Greinert)
3.	1	Fee check
4.		
5.		
6.		

Comments:

Yvette,
Please find submittal packages for service extension requests for the Peterson and Fritz/Greinert projects. Let me know if you require anything further to begin review.

Thanks,
Tim

Hutto **9/2/2021**

Planning and Zoning Payment Receipt

1849-ENG

Fritz-Greinert Tracts (SER)
Hutto TX 78634

Paid By:
BGE Inc
Timothy Holland
1701 Directors Boulevard
Austin, TX 78744

Payment Description:

Fee Types

Fee	Amount	Paid	Balance Due
Service Extension Request Not Requiring City Participation...5102	$200.00	$200.00	$0.00
Engineering Tech Fee...5132	$25.00	$25.00	$0.00
Total Fees	**$225.00**	**$225.00**	**$0.00**

Payments

Payment ID	Received Date	Payment Type	Reference Num	Fee	Amount
4020437	**9/2/2021**	**Check**	**98636**	Service Extension Request Not Requiring City Participation...5102	$200.00
				Engineering Tech Fee...5132	$25.00
					$225.00
Total					**$225.00**

98636

BGE, INC.
10777 WESTHEIMER RD., SUITE 400
HOUSTON, TEXAS 77042
(281) 558-8700

ALLEGIANCE BANK
Houston, TX 77241-1314
35-2572/1130

CHECK DATE July 16, 2021

PAY Four Hundred Fifty and 00/100 Dollars

TO CITY OF HUTTO
401 W. Front Street
Hutto, TX 78634

AMOUNT $450.00

VOID AFTER 90 DAYS

#1849-ENG - Fritz-Greinert Tract - SER $225.—
#1850-ENG - Peterson Tract - SER $225.—

AUTHORIZED SIGNATURE

Security features. Details on back.

⑈098636⑈ ⑆113025723⑆ 1002299352⑈

ELECTRONICALLY RECORDED 2021059959
Williamson County, Texas Total Pages: 5

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

SPECIAL WARRANTY DEED

WMV Hutto, LLC , a Texas limited liability company, ("*Grantor*"), for the consideration hereinafter stated, does GRANT, SELL, AND CONVEY unto **Lennar Homes of Texas Land and Construction, Ltd.**, a Texas limited partnership, with offices in Travis County, Texas ("*Grantee*"), the following described real property, together with all improvements thereon owned by Grantor (the "*Property*"):

> All that certain tract, piece, or parcel of land in Williamson County, Texas more particularly described on **Exhibit "A"** attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, Grantee's successors and assigns, forever.

And Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, and successors, to WARRANTY AND FOREVER DEFEND, all and singular, the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, if the claim is by, through or under Grantor, but not otherwise, subject however, to the Permitted Exceptions set forth on **Exhibit "B"** attached to and incorporated in this Deed by reference. Grantee assumes the payment of ad valorem taxes and assessments for the current year and for subsequent years and for Rollback Taxes.

The consideration for this conveyance, receipt of which Grantor acknowledges, is $10.00 and other valuable consideration paid to Grantor for which no lien either express or implied is retained.

For the same consideration, Grantor hereby GRANTS, SELLS, CONVEYS, ASSIGNS, AND DELIVERS to Grantee, all right, title, and interest, if any, of Grantor, as owner of the Property but not as owner of any other property, in and to (i) strips or gores, if any, between the Property and abutting properties, (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Property, (iii) any easements, rights-of-way, rights of ingress and egress, or other interests in, on, or to, any land, highway, street, road or avenue, open or proposed, in, on, across from, in front of, abutting, adjoining, or otherwise appurtenant to the Property, as well as all other rights, privileges, and appurtenances owned by Grantor and in any way related to the Property and other rights and interests of Grantor hereunder conveyed, and (iv) all oil, gas, hydrocarbons, and minerals in, on, under, or that may be produced from the Property.

Grantee's Mailing Address: Lennar Homes of Texas Land and Construction, Ltd.
13620 N. FM 620, Bldg. B, Suite 150
Austin, Texas 78717

Executed this 19th day of April, 2021.

GRANTOR:

WMV Hutto, LLC,
a Texas limited liability company

By: Waymaker Ventures, LLC
A Texas limited liability company
its Sole Member

By: Holt Dunlop
Name: Holt Dunlop
Title: Manager

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me this 19th day of April, 2021, by Holt Dunlop, Manager of Waymaker Ventures, LLC, the sole member of WMV Hutto, LLC, on behalf of said entity.

TERRI ANN GRONA
Notary Public
State of Texas
ID # 5279183
Comm. Expires 06/23/2022

Terri A Grona
Notary Public - State of Texas

After Recording, Please Return To:

Lennar Homes of Texas Land and Construction, Ltd.
Attention: Land Department
13620 N. FM 620, Bldg. B, Suite 150
Austin, Texas 78717

EXHIBIT "A"

LEGAL DESCRIPTION

BEING 75.21 ACRES OF LAND OUT OF THE J.B. BEALLE SURVEY, ABSTRACT NUMBER 97 IN WILLIAMSON COUNTY, TEXAS, SAME BEING ALL OF THAT CERTAIN JONATHAN EDWARD FRITZ AND SHARON K. FRITZ 106.84 ACRE TRACT RECORDED IN VOLUME 784, PAGE 684, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT THAT CERTAIN 4.6387 ACRE TRACT OF LAND (LIMMER LOOP) AS RECORDED IN DOCUMENT NUMBER 2004013916, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND SAVE AND EXCEPT THE SOUTHERLY 22.24 ACRE TRACT OF LAND, SAID 75.21 ACRES OF LAND TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron rod found in westerly right-of-way line of County Road 132, at the southeast corner of that certain D. L. Greinert 83.25 acre tract, as recorded in Volume 861, Page 643, Deed Records of Williamson County, Texas, same being the northeast corner of said 106.84 acre tract and the northeast corner hereof;

THENCE South 07 degrees 38 minutes 14 seconds West, along said westerly right-of-way line and said 106.84 acre tract easterly line, 1623.66 to an iron rod found at the northeast corner of said 4.6387 acre tract same being the southwest corner hereof;

THENCE along said 4.6387 acre tract (Limner Loop) northerly line through 106.84 acre tract the following 4 courses:

1. South 54 degrees 24 minutes 34 seconds West, 67.69 feet to an iron rod found;

2. North 77 degrees 58 minutes 57 seconds West, 1853.76 feet to an iron rod found at the beginning of a curve to the left having a radius of 2045.00 feet;

3. North 81 degrees 41 minutes 07 seconds West, along said curve to the left, 263.10 feet to an iron rod found;

4. North 85 degrees 08 minutes 39 seconds West, 50.29 feet to an iron rod found in the southeast corner of that certain Hutto Development, LLC., 34.486 acre tract, as recorded in Document Number 2016001293, Official Public Records, said county, same being the northeast corner of said 4.6387 acre tract and the southwest corner hereof;

THENCE along said 37.486 acre tract easterly line and said 106.84 acre tract westerly line, North 07 degrees 57 minutes 26 second East, passing at 124.02 feet an iron rod found for a total distance of 1520.35 feet an iron rod found in the southerly line of said 83.325 acre tract, same being the northwest corner of said 106.84 acre tract and the northwest corner hereof;

THENCE South 82 degrees 33 minutes 23 seconds East, along said 83.325 acre tract southerly line and said 106.84 acre tract northerly line, 2202.50 feet to POINT OF BEGINNING.

EXHIBIT "B"
Permitted Exceptions

1. Easement in favor of Texas Power & Light Company, recorded in Volume 239, Page 74, Williamson County, Texas.

2. Drainage Easement in favor of Williamson County, Texas, recorded in Clerk's File No. 2005015155, Williamson County, Texas

3. Easement as set out in Agreed Final Judgement in favor of LCRA Transmission Services Corporation, recorded in Clerk's File No. 2010047888, Williamson County, Texas.

4. Permanent Easement Agreement in favor of Enterprise Crude Pipeline LLC, recorded in Clerk's File No. 2016104708, Williamson County, Texas.

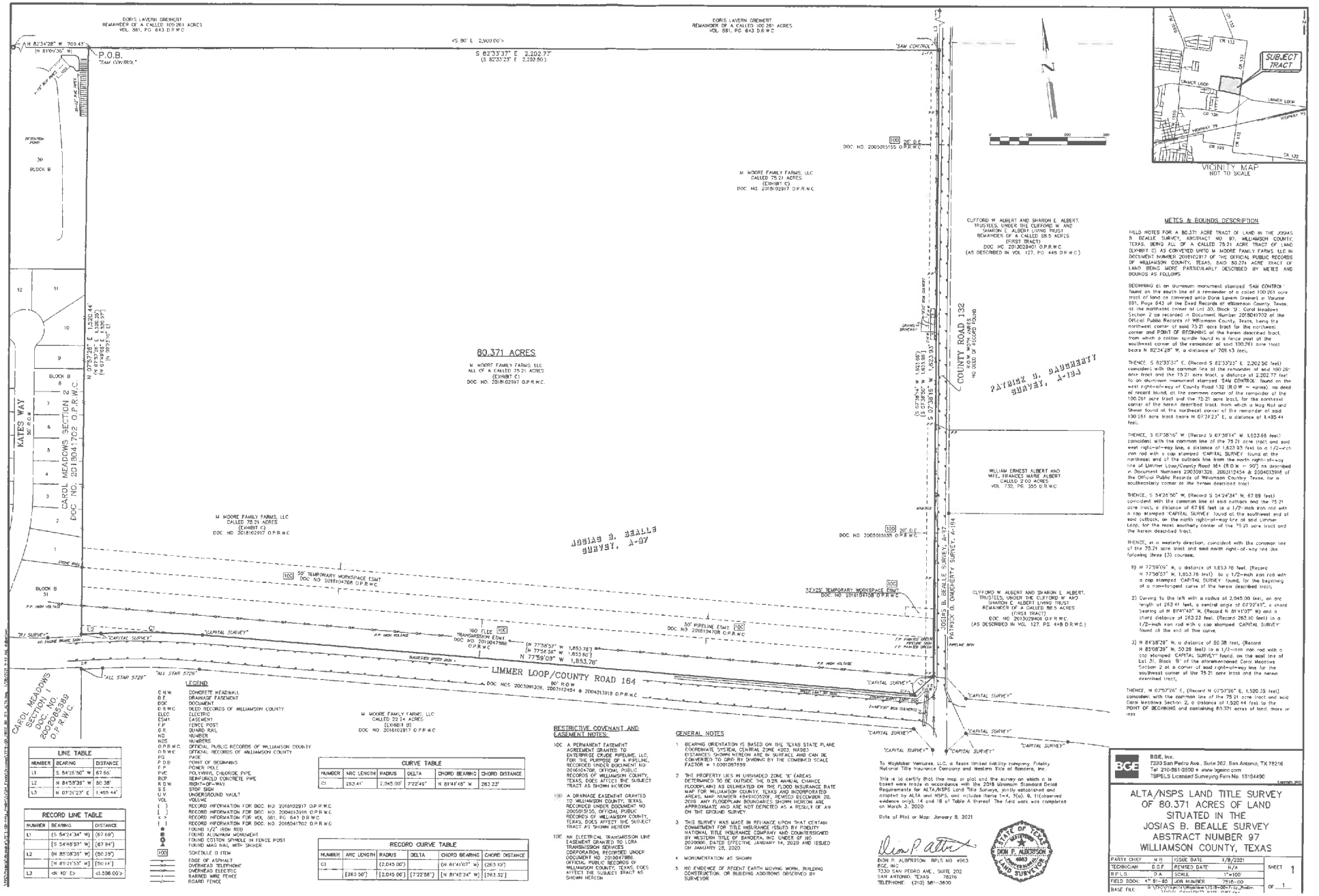
ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

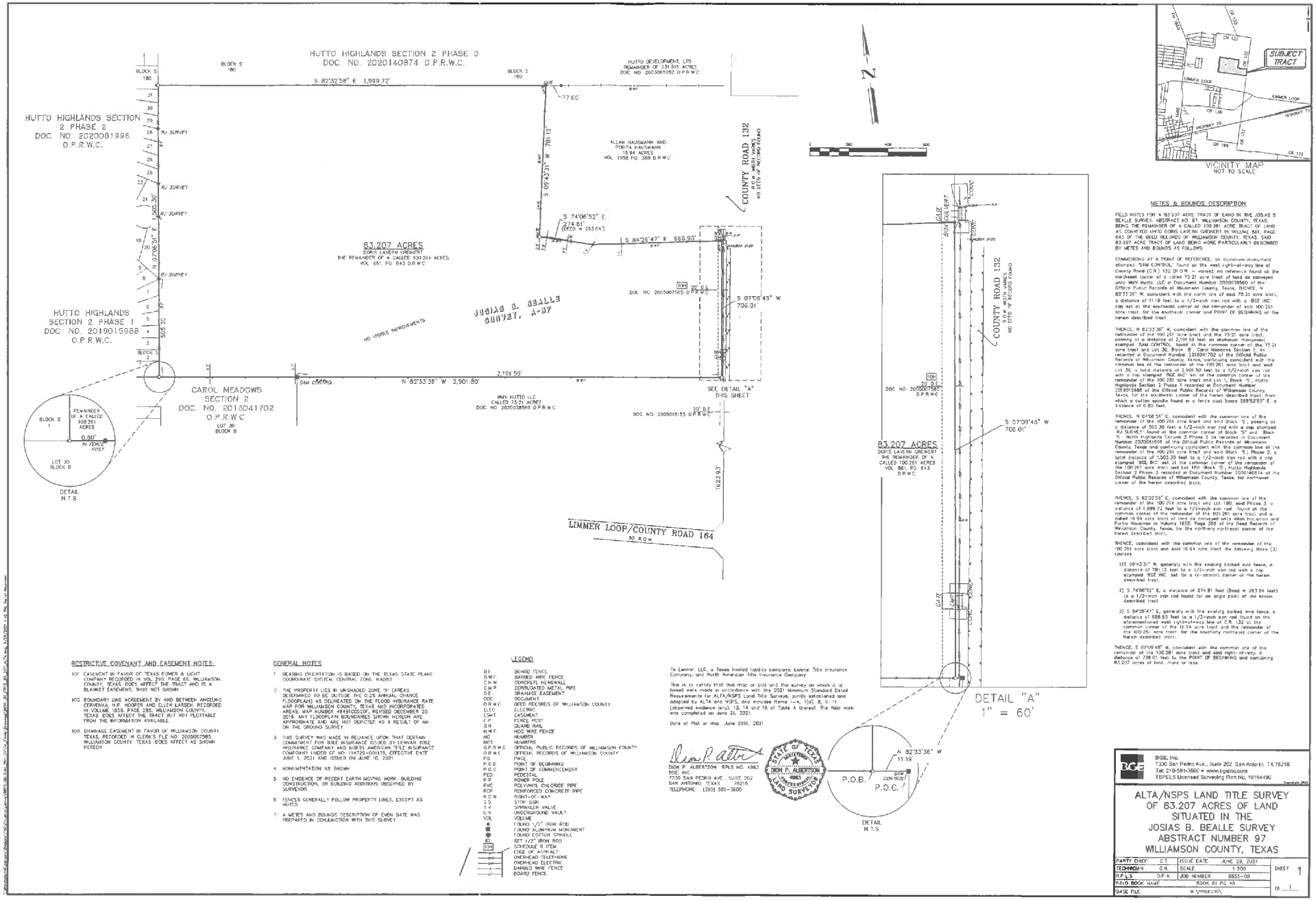
2021059959

Pages: 5 Fee: $33.00
04/23/2021 11:36 AM



Nancy E. Rister, County Clerk
Williamson County, Texas


DORIS LAVERN GREINERT
REMAINDER OF A CALLED 100.261 ACRES
VOL. 881, PG. 643 D.R.W.C.
N 82°34'28" W 709.43'
(N 81°09'36" W)
P.O.B.
"SAM CONTROL"
<S 80° E 2,900.00'>
S 82°33'37" E 2,202.77'
(S 82°33'23" E 2,202.80')
"SAM CONTROL"
DORIS LAVERN GREINERT
REMAINDER OF A CALLED 100.261 ACRES
VOL. 881, PG. 643 D.R.W.C.
DETENTION POND
30
BLOCK B
12
11
10
9
8
7
6
5
4
3
2
1
BLOCK B
31
KATES WAY
90' R.O.W.
CAROL MEADOWS SECTION 2
DOC. NO. 201804702 O.P.R.W.C.
N 07°57'26" E 1,520.44'
(N 07°57'26" E 1,520.35')
[N 07°58'31" E 1,520.97']
M MOORE FAMILY FARMS, LLC
CALLED 75.21 ACRES
(EXHIBIT C)
DOC. NO. 2018102917 O.P.R.W.C.
80.371 ACRES
M MOORE FAMILY FARMS, LLC
ALL OF A CALLED 75.21 ACRES
(EXHIBIT C)
DOC. NO. 2018102917 O.P.R.W.C.
100' D.E.
DOC. NO. 2005015155 O.P.R.W.C.
M MOORE FAMILY FARMS, LLC
CALLED 75.21 ACRES
(EXHIBIT C)
DOC. NO. 2018102917 O.P.R.W.C.
CLIFFORD W. ALBERT AND SHARON E. ALBERT,
TRUSTEES, UNDER THE CLIFFORD W. AND
SHARON E. ALBERT LIVING TRUST
REMAINDER OF A CALLED 88.5 ACRES
(FIRST TRACT)
DOC. NO. 2013029401 O.P.R.W.C.
(AS DESCRIBED IN VOL. 127, PG. 448 D.R.W.C.)
COUNTY ROAD 132
(R.O.W. = VARIES)
NO DEED OF RECORD FOUND
PATRICK G. BRIGHAM
ABST. NO. 97
JOSIAS B. BEALLE SURVEY, A-17
PATRICK G. DAUGHERTY SURVEY, A-164
WILLIAM ERNEST ALBERT AND
WIFE, FRANCES MARIE ALBERT
CALLED 2.00 ACRES
VOL. 732, PG. 355 D.R.W.C.
CLIFFORD W. ALBERT AND SHARON E. ALBERT,
TRUSTEES, UNDER THE CLIFFORD W. AND
SHARON E. ALBERT LIVING TRUST
REMAINDER OF A CALLED 88.5 ACRES
(FIRST TRACT)
DOC. NO. 2013029401 O.P.R.W.C.
(AS DESCRIBED IN VOL. 127, PG. 448 D.R.W.C.)
50' TEMPORARY WORKSPACE ESMT.
DOC. NO. 2018104708 O.P.R.W.C.
50' PIPELINE ESMT.
DOC. NO. 2018104708 O.P.R.W.C.
100' ELEC. TRANSMISSION ESMT.
DOC. NO. 20100473861
O.P.R.W.C.
(N 77°58'37" W 1,853.78')
[N 77°58'36" W 1,853.80']
N 77°59'09" W 1,853.78'
LIMMER LOOP/COUNTY ROAD 164
80' R.O.W.
DOC. NOS. 2003091208, 2003122454 & 2004013918 O.P.R.W.C.
M MOORE FAMILY FARMS, LLC
CALLED 22.24 ACRES
(EXHIBIT B)
DOC. NO. 2018102817 O.P.R.W.C.
"ALL STAR 5729"
"CAPITAL SURVEY"
"RJ SURVEY"
"CAPITAL SURVEY"
"ALL STAR 5729"
"CAPITAL SURVEY"
"CAPITAL SURVEY"
"CAPITAL SURVEY



METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 83.207 ACRES TRACT OF LAND IN THE JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97, WILLIAMSON COUNTY, TEXAS; BEING THE REMAINDER OF A CALLED 100.261 ACRE TRACT OF LAND AS CONVEYED UNTO DORIS LAVERN GRENERT IN VOLUME 861, PAGE 643 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 83.207 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A POINT OF REFERENCE, an aluminum monument stamped "SAM CONTROL" found on the west right-of-way line of County Road (C.R.) 132 (R.O.W. – varies) and reference found at the northeast corner of a called 75.21 acre tract of land as conveyed unto WAY Hutto, LLC in Document Number 2020038560 of the Official Public Records of Williamson County, Texas, THENCE, N 82°33'38" W, coincident with the north line of said 75.21 acre tract, a distance of 11.19 feet to a 1/2-inch iron rod with a BGE INC. cap set at the southeast corner of the remainder of said 100.261 acre tract, for the southeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, N 82°33'38" W, coincident with the common line of the remainder of the 100.261 acre tract and the 75.21 acre tract, passing at a distance of 2,191.59 feet an aluminum monument stamped "SAM CONTROL" found at the common corner of the 75.21 acre tract and Lot 30, Block "B", Carol Meadows Section 2, as recorded in Document Number 2018041702 of the Official Public Records of Williamson County, Texas, continuing coincident with the common line of the remainder of the 100.261 acre tract and said Lot 30, a total distance of 2,901.80 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of the remainder of the 100.261 acre tract and Lot 1, Block "S", Hutto Highlands Section 2 Phase 1 recorded in Document Number 2019015988 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract, from which a cotton spindle found in a fence post bears S89°53'59" E, a distance of 0.80 feet;

THENCE, N 07°08'51" E, coincident with the common line of the remainder of the 100.261 acre tract and said Block "S", passing at a distance of 505.30 feet a 1/2-inch iron rod with a cap stamped "RJ SURVEY" found at the common corner of Block "S" and Block "S", Hutto Highlands Section 2 Phase 2 as recorded in Document Number 2020081986 of the Official Public Records of Williamson County, Texas and continuing coincident with the common line of the remainder of the 100.261 acre tract and said Block "S", Phase 2, a total distance of 1,505.30 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of the remainder of the 100.261 acre tract and Lot 180, Block "S", Hutto Highlands Section 2 Phase 3 recorded in Document Number 2020140874 of the Official Public Records of Williamson County, Texas, for northwest corner of the herein described tract;

THENCE, S 82°32'58" E, coincident with the common line of the remainder of the 100.261 acre tract and Lot 180, said Phase 3, a distance of 1,999.72 feet to a 1/2-inch iron rod found at the common corner of the remainder of the 100.261 acre tract and a called 15.94 acre tract of land as conveyed unto Allan Hausmann and Porita Hausmann in Volume 1958, Page 388 of the Deed Records of Williamson County, Texas, for the northerly northeast corner of the herein described tract;

THENCE, coincident with the common line of the remainder of the 100.261 acre tract and said 15.94 acre tract the following three (3) courses:

1) S 09°43'31" W, generally with the existing barbed wire fence, a distance of 781.12 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;

2) S 74°06'52" E, a distance of 274.81 feet (Deed = 263.04 feet) to a 1/2-inch iron rod found for an angle point of the herein described tract;

3) S 84°26'47" E, generally with the existing barbed wire fence, a distance of 666.90 feet to a 1/2-inch iron rod found on the aforementioned west right-of-way line of C.R. 132 at the common corner of the 15.94 acre tract and the remainder of the 100.261 acre tract, for the southerly northeast corner of the herein described tract;

THENCE, S 07°09'45" W, coincident with the common line of the remainder of the 100.261 acre tract and said right-of-way, a distance of 706.01 feet to the POINT OF BEGINNING and containing 83.207 acres of land, more or less.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

10F EASEMENT IN FAVOR OF TEXAS POWER & LIGHT COMPANY RECORDED IN VOL. 290, PAGE 66, WILLIAMSON COUNTY, TEXAS DOES AFFECT THE TRACT AND IS A BLANKET EASEMENT, THUS NOT SHOWN

10G BOUNDARY LINE AGREEMENT BY AND BETWEEN ANCELINE CERVENKA, H.P. HOOPER AND ELLEN LARSEN, RECORDED IN VOLUME 1858, PAGE 285, WILLIAMSON COUNTY, TEXAS DOES AFFECT THE TRACT BUT NOT PLOTTABLE FROM THE INFORMATION AVAILABLE

10H DRAINAGE EASEMENT IN FAVOR OF WILLIAMSON COUNTY, TEXAS, RECORDED IN CLERK'S FILE NO. 2005007565, WILLIAMSON COUNTY, TEXAS DOES AFFECT AS SHOWN HEREON

GENERAL NOTES

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83.
2. THE PROPERTY LIES IN UNSHADED ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48491C0535F, REVISED DECEMBER 20, 2019. ANY FLOODPLAIN BOUNDARIES SHOWN HEREON ARE APPROXIMATE AND ARE NOT DEPICTED AS A RESULT OF AN ON THE GROUND SURVEY.
3. THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY LENNAR TITLE INSURANCE COMPANY AND NORTH AMERICAN TITLE INSURANCE COMPANY UNDER GF NO. 114725-001435, EFFECTIVE DATE JUNE 1, 2021 AND ISSUED ON JUNE 10, 2021.
4. MONUMENTATION AS SHOWN
5. NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED BY SURVEYOR.
6. FENCES GENERALLY FOLLOW PROPERTY LINES, EXCEPT AS NOTED
7. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SURVEY

LEGEND

B.F.	BOARD FENCE
B.W.F.	BARBED WIRE FENCE
C.H.W.	CONCRETE HEADWALL
C.M.P.	CORRUGATED METAL PIPE
D.E.	DRAINAGE EASEMENT
DOC	DOCUMENT
O.R.W.C	DEED RECORDS OF WILLIAMSON COUNTY
ELEC	ELECTRIC
ESMT	EASEMENT
F.P.	FENCE POST
GR.	GUARD RAIL
H.W.F.	HOG WIRE FENCE
NO.	NUMBER
NOS.	NUMBERS
O.P.R.W.C	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PED.	PEDESTAL
P.P.	POWER POLE
PVC	POLYVINYL CHLORIDE PIPE
RCP	REINFORCED CONCRETE PIPE
R.O.W.	RIGHT-OF-WAY
S.S.	STOP SIGN
S.V.	SPRINKLER VALVE
U.V.	UNDERGROUND VAULT
VOL.	VOLUME
●	FOUND 1/2" IRON ROD
■	FOUND ALUMINUM MONUMENT
●	FOUND COTTON SPINDLE
○	SET 1/2" IRON ROD
10H	SCHEDULE B ITEM
	EDGE OF ASPHALT
OHP	OVERHEAD TELEPHONE
OHE	OVERHEAD ELECTRIC
BWF	BARBED WIRE FENCE
BF	BOARD FENCE

To Lennar, LLC, a Texas limited liability company, Lennar Title Insurance Company, and North American Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1–4, 7(a), 8, 9, 11 (observed evidence only), 13, 14 and 16 of Table A thereof. The field work was completed on June 21, 2021.

Date of Plat or Map: June 29th, 2021

DION P. ALBERTSON RPLS NO. 4963
BGE, INC.
7330 SAN PEDRO AVE., SUITE 202
SAN ANTONIO, TEXAS 78216
TELEPHONE: (210) 581-3600

STATE OF TEXAS
DION P. ALBERTSON
4963
REGISTERED PROFESSIONAL LAND SURVEYOR

BGE, Inc.
7330 San Pedro Ave., Suite 202 San Antonio, TX 78216
Tel: 210-581-3600 ● www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10194490

ALTA/NSPS LAND TITLE SURVEY OF 83.207 ACRES OF LAND SITUATED IN THE JOSIAS B. BEALLE SURVEY ABSTRACT NUMBER 97 WILLIAMSON COUNTY, TEXAS

PARTY CHIEF	C.T.	ISSUE DATE	JUNE 29, 2021	SHEET 1
TECHNICIAN	C.N.	SCALE	1:200	
R.P.L.S.	D.P.A.	JOB NUMBER	8855-00	
FIELD BOOK NAME		BOOK 81 PG 43		OF 1
BASE FILE		N:\PROJECTS\		

Mayor
Mike Snyder

Mayor Pro Tem
Dan Thornton

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

City Manager
James R Earp, CPM

January 26, 2023
Mr. Timothy Holland
1701 Directors Blvd, Suite 1000
Austin, Texas 78759

RE: Fritz Greinert
Service Extension Request (SER #3) - Water and Wastewater Utilities

Dear Mr. Holland,

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

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

We appreciate your patience as we are working to address the needs of your development while planning for future growth. Please feel free to contact me at (512) 759-5975 or email Wade.benton@huttotx.gov with any questions.

Sincerely,

Wade Benton
Interim Director of Engineering

Attachments:
Wastewater SER #3 Response
SER Application

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

TEL 512.485.0009
FAX 512.485.0010

www.GarverUSA.com

SER #3 Fritz Greinert SER Sewer Evaluation

January 26th, 2023

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

1.0 Introduction / Summary

The purpose of this memorandum is to document preliminary analyses completed to size wastewater infrastructure to serve the Fritz Greinert development within the City of Hutto's wastewater certificate of convenience and necessity (CCN). This development is reviewed in conjunction with the Allora Hutto and Cottonwood (Common Ground) developments in the same service area to ensure that proposed infrastructure can meet the needs of all developments in the area. Note that the Hutto 79 SER in the area was not included in this sewer evaluation since the Cottonwood (Common Ground) SER application was submitted subsequently to the Hutto 79 SER application at the same location. Refer to Exhibit 1 for a map depicting the service area.

2.0 Sanitary Sewer Loading Calculations

Per the Service Extension Request (SER) submitted by the developer, the Fritz Greinert development will have 900 single-family units as shown in Table 2-1. Land Use Equivalent assumptions are listed in Table 2-1 and anticipated loadings for the development areas are included in Table 2-2. Average flow was calculated using 280 gpd/LUE, and average peak wet weather flow was calculated as outlined in the City of Hutto Utility Design Criteria Manual.

Table 2-1: Fritz Greinert Sewer Loading Assumptions

Development Type	LUE Equivalent	Proposed Development	LUE Subtotal
Single Family Residential	1 LUE/unit	900 units	900
Multi-Family Residential (6-24 units per acre)	0.8 LUE/unit		
Office Space	3,000 sf/LUE		
Retail Space	1,660 sf/LUE		
Restaurant	200 sf/LUE		
		Total LUEs	**900**

Table 2-2: Sewer Loading Calculations for Development Areas

Development	No. LUEs	Area (Acres)	Average Load (MGD)	Peak Load (MGD)
Cottonwood (Common Ground)*	1,464	246.5	0.41	1.54
Allora Hutto	281	16.9	0.08	0.31
Fritz Greinert	900	163.6	0.25	0.99
		Total	**0.74**	**2.53****

* The previously proposed Hutto 79 development is within the Cottonwood (Common Ground) development area and is proposing 718 LUEs.
** Calculated using the City of Hutto Utility Criteria Manual Peak Wet Weather Flow formula.

3.0 Routing Options

The Fritz Greinert development is located north of Limmer Loop and west of CR 132. Wastewater flow from the development is proposed to be routed by gravity with a 21" sewerline along Hwy 79 to the proposed parallel Cottonwood Creek Interceptor. This proposed interceptor includes the extension of the existing Cottonwood Creek interceptor to the north of Limmer Loop (not required for this development), and the construction of an interceptor parallel to the existing Cottonwood interceptor south of Limmer Loop. Exhibit 1 depicts for the proposed route.

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

Table 3-1: Required Upgrades to Serve the Fritz Greinert Development

Timeframe	Exhibit Item #	Project Description	Project Responsibility - Design & Construction	Project Responsibility - Funding
Short-term	-	Voluntarily annex into the City of Hutto to receive wastewater service and obtain City of Hutto approval on wastewater improvements.	Developer	Developer
Short-term	1	Construct approximately 6,700 LF of oversized 21-inch gravity sewerline at minimum 0.20% slope to serve the Fritz Greinert development and surrounding areas.	Developer*	Developer* and City **
Short-term	2	Construct a 42" interceptor parallel to the existing Cottonwood Creek Interceptor between Hwy 79 and the Central WWTP. Needs to be installed when Exhibit Item 2 is installed.	Developer*	City
Long-term	3	Expand the Central WWTP	City	City

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

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

4.0 Gravity Sewer Infrastructure Sizing

To serve the Cottonwood (Common Ground), Allora Hutto, and Fritz Greinert developments, a 21" gravity line at minimum 0.12% slope is required (see Exhibit Items 1 and 2). Should developers proceed with all three developments, the City would not cost participate to install Exhibit Item 1.

For Exhibit Items 1, a 15" gravity sewerline would provide adequate capacity to serve the Fritz Greinert. However, this line should be oversized to a 21" line at 0.20% minimum slope to serve future developments in its vicinity. Should developers not proceed with the Allora Hutto and Cottonwood (Common Ground) developments, the City would reimburse the Fritz Greinert developer for the cost difference to upsize the 15" line to a 21" line.

Exhibit 1
SER Sewer Evaluation
Fritz Greinert

Service Extension Requests	LUEs
#03 Fritz Greinert	900
#35 Allora Hutto	281
#39 Cottonwood (Common Ground)	1,487

Projects

1. Construct approximately 6,700 LF of oversized 21-inch gravity sewerline at minimum 0.20% slope to serve the Fritz Greinert development and surrounding areas.

2. Construct a 42" interceptor parallel to the existing Cottonwood Creek Interceptor between Hwy 79 and the Central WWTP.

3. Expand the Central WWTP.

<u>Projects required to serve the Allora Hutto SERs:</u>

Serves up to 790 LUEs from the Fritz Greinert, Allora Hutto, and Cottonwood (Common Ground) developments.

4. Construct approximately 500 LF of 8" gravity sewerline to serve the Allora Hutto SER.

5. Construct approximately 2,400 LF of 15" gravity sewerline at minimum 0.20% slope.

Red = Required for Service

SER Review Map
Fritz Greinert

- Wastewater Manhole

CIP Projects
- Cottonwood Creek Int' Extension
- Cottonwood Creek Int' Replacement

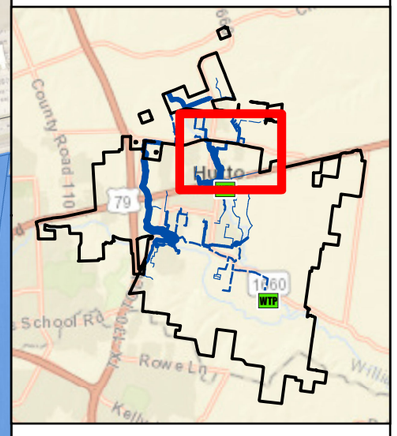
Facilities
- WTP — WWTP
- PS — Lift Station

Sewer Lines
- 8.0" - 12.0"
- 12.1" - 15.0"
- 15.1" - 21.0"
- 21.1" - 30.0"
- 30.1" - 42.0"
- Wastewater Line
- Force Main

Developments
- 2020 Approved
- 2021 Approved
- Pending Approval
- Parcels
- 100-year Floodplain

N

0 287.5575 1,150 Feet



#1849.ENG

SERVICE EXTENSION REQUEST

Must be accompanied by a Master Application

City of Hutto Development Services
500 W. Live Oak Street Hutto TX 78634
512-759-3479 Planning
512-846-2640 Permits & Inspections
512-759-4038 Engineering
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

CONTACT THE CITY ENGINEER PRIOR TO SUBMITTAL OF ANY REQUEST

PROJECT NAME: Fritz/Greinert Tracts

Legal Description: Acres/Survey/Abstract No. Josias B. Bealle Survey ABS 97

OR Lot_____ Block_____ Subdivision Name: _____

Total acreage 163.578 Percentage of acreage within city limits: 0 %

Water pressure zone: _____ Wastewater drainage basin: _____

Water provider: Jonah SUD Wastewater provider: _____

TYPE OF SERVICE REQUESTED: ☐ WATER ☒ WASTEWATER

Proposed use:

☒ Single family: # of units: 900 ☐ Duplex/Triplex/Fourplex: # of units: _____

☐ Multifamily: # of units: _____ ☐ Office: # square feet: _____

☐ Retail/Commercial: # square feet: _____

Water utility requirements: Peak Hour: _____ gpm; Peak Day _____ gpm

Highest fire flow requirements: _____ gpm for _____ hours at 20 psi.

Fire sprinkler system flow rates: _____ gpm for _____ hours at _____ minimum residual pressure.

Wastewater utility capacity requirements (peak wet weather flows with I & I): _____ gpm.

Requested city cost participation for water improvements: $ 0 based on total construction cost of $ _____

Highest elevation on the land to be served by the Service Extension Request (SER): _____ above mean sea level.

Lowest elevation on the land to be served by the Service Extension Request (SER): _____ above mean sea level.

REQUIRED FOR SUBMITTAL

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

- ☐ Complete Master application and Service Extension Request application.
- ☐ Applicant has coordinated with staff on submittal requirements.
- ☐ Proof of ownership (copy of deed).
- ☐ All required fees may be provided by cash, credit card or check made payable to: City of Hutto
- ☐ Letter describing the proposed development.
- ☐ Field notes and sketch of property by a registered professional land surveyor on (1) 8½" x 11"

CONDITIONS OF APPROVAL

- ☐ The level of service approved by this document does not imply commitment for land use.
- ☐ Service extension requests are subject to the guidelines established in the Hutto City Code of Ordinances.
- ☐ Construction of all service extensions are subject to all utility guidelines and planning ordinances.
- ☐ Service extension approvals automatically expire 120 days after the date of issuance unless a development application has been approved by the Development Services Department. Once an approved development application expires the service extension approval expires on the same date.
- ☐ If requested, the proposed improvements will be dedicated to the City of Hutto for ownership, operation, and maintenance.

FOR DEPARTMENT USE ONLY:

Submittal date	Date accepted for review	Payment type	Fees Paid	Approved By:
8.19.21	9.2.21	#98636	$225.00	

CITY OF HUTTO DEVELOPMENT SERVICES

MASTER APPLICATION

Must accompany all application types
Unless otherwise indicated
May 2019

City of Hutto Development Services
500 W. Live Oak Street Hutto TX 78634
512-759-3479 Planning
512-846-2640 Permits & Inspections
512-759-4038 Engineering
512-759-5962 Fax
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

PROJECT NAME: Fritz/Greiner Tracts APPLICATIONTYPE Service Extension Request

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

Name: Timothy M. Holland, P.E.

Company Name: BGE, Inc.

Address: 1701 Directors Blvd., Suite 1000 Austin, TX 78744

Phone: (512) 879-0433 Email: tholland@bgeinc.com

PROPERTY INFORMATION

Address: CR 199 Hutto, TX 78634

Legal Description: Lot(s) _____ Block _____ Subdivision _____

Deed Reference: Volume _____ Page(s) _____ or Document No. 2019104719

City Limits or ETJ: City Limits Current Zoning District: _____

PROPERTY OWNER INFORMATION

Name: _____

Company Name: Lennar Homes of Texas Land & Construction, Ltd.

Address: 13620 N. FM 620, Building B, Suite 150 Austin, TX 78717

Phone: _____ Email: _____

PROPERTY OWNER CONSENT/AGENT AUTHORIZATION

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

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

Property Owner Signature — Kevin Pape — Property Owner Printed Name — 7/15/20 — Date

THE STATE OF TEXAS

COUNTY OF Williamson

Before me, the undersigned authority, on this day personally appeared Kevin Pape, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 15th day of July, 20 20 A.D.

Notary Public Signature — Nga Nguyen — Notary Public Printed Name

NGA NGUYEN
Notary Public, State of Texas
Comm. Expires 08-12-2023
Notary ID 128700324

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

Transmittal

Date: 8/16/2021

To: Yvette Glover
City of Hutto Development Services
500 W. Live Oak St.
Hutto, TX 78634

From: Timothy M. Holland, PE

Reference: Peterson/Fritz/Greinert Tracts
BGE Job #8599-00

Item No.	Number of Copies	Description
1.	1	SER Application (Peterson)
2.	1	SER Application (Fritz/Greinert)
3.	1	Fee check
4.		
5.		
6.		

Comments:

Yvette,
Please find submittal packages for service extension requests for the Peterson and Fritz/Greinert projects. Let me know if you require anything further to begin review.

Thanks,
Tim

Hutto **9/2/2021**

Planning and Zoning Payment Receipt

1849-ENG

Fritz-Greinert Tracts (SER)
Hutto TX 78634

Paid By:
BGE Inc
Timothy Holland
1701 Directors Boulevard
Austin, TX 78744

Payment Description:

Fee Types

Fee	Amount	Paid	Balance Due
Service Extension Request Not Requiring City Participation...5102	$200.00	$200.00	$0.00
Engineering Tech Fee...5132	$25.00	$25.00	$0.00
Total Fees	**$225.00**	**$225.00**	**$0.00**

Payments

Payment ID	Received Date	Payment Type	Reference Num	Fee	Amount
4020437	**9/2/2021**	**Check**	**98636**	Service Extension Request Not Requiring City Participation...5102	$200.00
				Engineering Tech Fee...5132	$25.00
					$225.00
Total					**$225.00**

98636

BGE, INC.
10777 WESTHEIMER RD., SUITE 400
HOUSTON, TEXAS 77042
(281) 558-8700

ALLEGIANCE BANK
Houston, TX 77241-1314
35-2572/1130

CHECK DATE July 16, 2021

PAY Four Hundred Fifty and 00/100 Dollars

TO CITY OF HUTTO
401 W. Front Street
Hutto, TX 78634

AMOUNT $450.00

VOID AFTER 90 DAYS

#1849-ENG - Fritz-Greinert Tract - SER $225.—
#1850-ENG - Peterson Tract - SER $225.—

AUTHORIZED SIGNATURE

Security features. Details on back.

⑈098636⑈ ⑆113025723⑆ 100229935 2⑈

ELECTRONICALLY RECORDED 2021059959
Williamson County, Texas Total Pages: 5

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

SPECIAL WARRANTY DEED

WMV Hutto, LLC , a Texas limited liability company, ("*Grantor*"), for the consideration hereinafter stated, does GRANT, SELL, AND CONVEY unto **Lennar Homes of Texas Land and Construction, Ltd.**, a Texas limited partnership, with offices in Travis County, Texas ("*Grantee*"), the following described real property, together with all improvements thereon owned by Grantor (the "*Property*"):

> All that certain tract, piece, or parcel of land in Williamson County, Texas more particularly described on **Exhibit "A"** attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, Grantee's successors and assigns, forever.

And Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, and successors, to WARRANTY AND FOREVER DEFEND, all and singular, the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, if the claim is by, through or under Grantor, but not otherwise, subject however, to the Permitted Exceptions set forth on **Exhibit "B"** attached to and incorporated in this Deed by reference. Grantee assumes the payment of ad valorem taxes and assessments for the current year and for subsequent years and for Rollback Taxes.

The consideration for this conveyance, receipt of which Grantor acknowledges, is $10.00 and other valuable consideration paid to Grantor for which no lien either express or implied is retained.

For the same consideration, Grantor hereby GRANTS, SELLS, CONVEYS, ASSIGNS, AND DELIVERS to Grantee, all right, title, and interest, if any, of Grantor, as owner of the Property but not as owner of any other property, in and to (i) strips or gores, if any, between the Property and abutting properties, (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Property, (iii) any easements, rights-of-way, rights of ingress and egress, or other interests in, on, or to, any land, highway, street, road or avenue, open or proposed, in, on, across from, in front of, abutting, adjoining, or otherwise appurtenant to the Property, as well as all other rights, privileges, and appurtenances owned by Grantor and in any way related to the Property and other rights and interests of Grantor hereunder conveyed, and (iv) all oil, gas, hydrocarbons, and minerals in, on, under, or that may be produced from the Property.

Grantee's Mailing Address: Lennar Homes of Texas Land and Construction, Ltd.
13620 N. FM 620, Bldg. B, Suite 150
Austin, Texas 78717

Executed this 19th day of April, 2021.

GRANTOR:

WMV Hutto, LLC,
a Texas limited liability company

By: Waymaker Ventures, LLC
A Texas limited liability company
its Sole Member

By: Holt Dunlop
Name: Holt Dunlop
Title: Manager

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me this 19th day of April, 2021, by Holt Dunlop, Manager of Waymaker Ventures, LLC, the sole member of WMV Hutto, LLC, on behalf of said entity.

TERRI ANN GRONA
Notary Public
State of Texas
ID # 5279183
Comm. Expires 06/23/2022

Terri A Grona
Notary Public - State of Texas

After Recording, Please Return To:

Lennar Homes of Texas Land and Construction, Ltd.
Attention: Land Department
13620 N. FM 620, Bldg. B, Suite 150
Austin, Texas 78717

EXHIBIT "A"

LEGAL DESCRIPTION

BEING 75.21 ACRES OF LAND OUT OF THE J.B. BEALLE SURVEY, ABSTRACT NUMBER 97 IN WILLIAMSON COUNTY, TEXAS, SAME BEING ALL OF THAT CERTAIN JONATHAN EDWARD FRITZ AND SHARON K. FRITZ 106.84 ACRE TRACT RECORDED IN VOLUME 784, PAGE 684, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT THAT CERTAIN 4.6387 ACRE TRACT OF LAND (LIMMER LOOP) AS RECORDED IN DOCUMENT NUMBER 2004013916, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND SAVE AND EXCEPT THE SOUTHERLY 22.24 ACRE TRACT OF LAND, SAID 75.21 ACRES OF LAND TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron rod found in westerly right-of-way line of County Road 132, at the southeast corner of that certain D. L. Greinert 83.25 acre tract, as recorded in Volume 861, Page 643, Deed Records of Williamson County, Texas, same being the northeast corner of said 106.84 acre tract and the northeast corner hereof;

THENCE South 07 degrees 38 minutes 14 seconds West, along said westerly right-of-way line and said 106.84 acre tract easterly line, 1623.66 to an iron rod found at the northeast corner of said 4.6387 acre tract same being the southwest corner hereof;

THENCE along said 4.6387 acre tract (Limner Loop) northerly line through 106.84 acre tract the following 4 courses:

1. South 54 degrees 24 minutes 34 seconds West, 67.69 feet to an iron rod found;

2. North 77 degrees 58 minutes 57 seconds West, 1853.76 feet to an iron rod found at the beginning of a curve to the left having a radius of 2045.00 feet;

3. North 81 degrees 41 minutes 07 seconds West, along said curve to the left, 263.10 feet to an iron rod found;

4. North 85 degrees 08 minutes 39 seconds West, 50.29 feet to an iron rod found in the southeast corner of that certain Hutto Development, LLC., 34.486 acre tract, as recorded in Document Number 2016001293, Official Public Records, said county, same being the northeast corner of said 4.6387 acre tract and the southwest corner hereof;

THENCE along said 37.486 acre tract easterly line and said 106.84 acre tract westerly line, North 07 degrees 57 minutes 26 second East, passing at 124.02 feet an iron rod found for a total distance of 1520.35 feet an iron rod found in the southerly line of said 83.325 acre tract, same being the northwest corner of said 106.84 acre tract and the northwest corner hereof;

THENCE South 82 degrees 33 minutes 23 seconds East, along said 83.325 acre tract southerly line and said 106.84 acre tract northerly line, 2202.50 feet to POINT OF BEGINNING.

EXHIBIT "B"
Permitted Exceptions

1. Easement in favor of Texas Power & Light Company, recorded in Volume 239, Page 74, Williamson County, Texas.

2. Drainage Easement in favor of Williamson County, Texas, recorded in Clerk's File No. 2005015155, Williamson County, Texas

3. Easement as set out in Agreed Final Judgement in favor of LCRA Transmission Services Corporation, recorded in Clerk's File No. 2010047888, Williamson County, Texas.

4. Permanent Easement Agreement in favor of Enterprise Crude Pipeline LLC, recorded in Clerk's File No. 2016104708, Williamson County, Texas.

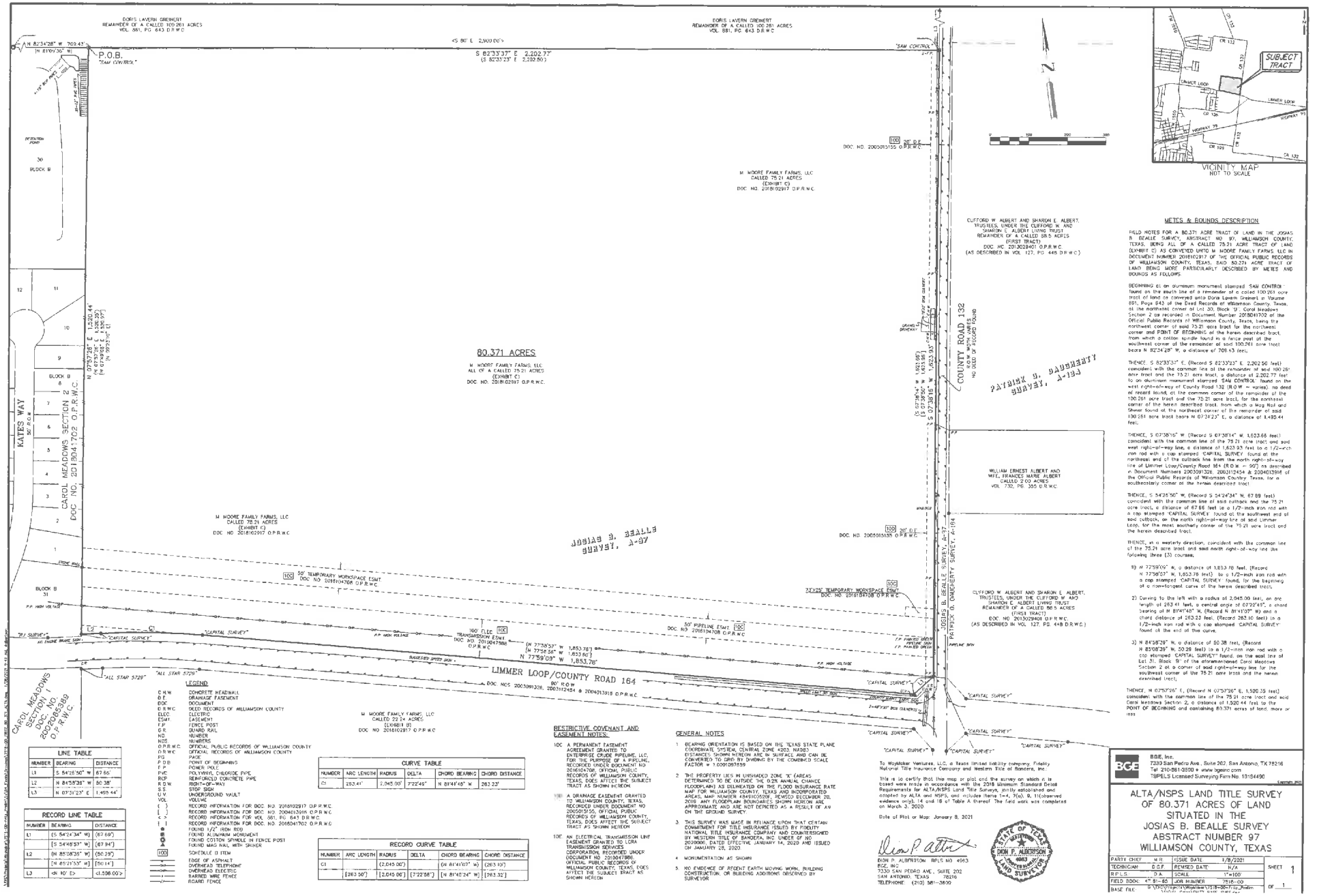
ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2021059959

Pages: 5 Fee: $33.00
04/23/2021 11:36 AM



Nancy E. Rister, County Clerk
Williamson County, Texas



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 54°26'50" W	67.66'
L2	N 84°58'39" W	50.28'
L3	N 07°31'23" E	1,495.44'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	(S 54°24'34" W)	(67.69')
	[S 54°18'57" W]	[67.94']
L2	(N 85°08'39" W)	(50.29')
	[N 85°21'53" W]	[50.14']
L3	<N 10° E>	<1,596.00'>

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	263.41'	2,045.00'	7°22'46"	N 81°41'48" W	263.23'

RECORD CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1		(2,045.00')		(N 81°41'07" W)	(263.10')
	[263.50']	[2,045.06']	[7°22'58"]	[N 81°40'24" W]	[263.32']

LEGEND

C.N.W.	CONCRETE HEADWALL
D.E.	DRAINAGE EASEMENT
DOC	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.P.	FENCE POST
G.R.	GUARD RAIL
NO.	NUMBER
NOS.	NUMBERS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
PVC	POLYVINYL CHLORIDE PIPE
RCP	REINFORCED CONCRETE PIPE
R.O.W.	RIGHT-OF-WAY
S.S.	STOP SIGN
U.V.	UNDERGROUND VAULT
VOL.	VOLUME
( )	RECORD INFORMATION FOR DOC. NO. 2016102917 O.P.R.W.C.
[ ]	RECORD INFORMATION FOR DOC. NO. 20040113916 O.P.R.W.C.
< >	RECORD INFORMATION FOR VOL. 881, PG. 643 D.R.W.C.
⌈ ⌉	RECORD INFORMATION FOR DOC. NO. 20150417102 O.P.R.W.C.
●	FOUND 1/2" IRON ROD
■	FOUND ALUMINUM MONUMENT
⊙	FOUND COTTON SPINDLE IN FENCE POST
⊗	FOUND MAG NAIL WITH SHINER
100	SCHEDULE B ITEM
	EDGE OF ASPHALT
-o-o-	OVERHEAD TELEPHONE
-o-o-	OVERHEAD ELECTRIC
-x-x-	BARBED WIRE FENCE
-/-/-	BOARD FENCE

RESTRICTIVE COVENANT AND EASEMENT NOTES:

10C A PERMANENT EASEMENT AGREEMENT GRANTED TO ENTERPRISE CRUDE PIPELINE, LLC, FOR THE PURPOSE OF A PIPELINE, RECORDED UNDER DOCUMENT NO. 2016104708, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT AS SHOWN HEREON

10D A DRAINAGE EASEMENT GRANTED TO WILLIAMSON COUNTY, TEXAS, RECORDED UNDER DOCUMENT NO. 2005015155, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT AS SHOWN HEREON

10E AN ELECTRICAL TRANSMISSION LINE EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION, RECORDED UNDER DOCUMENT NO. 20100473861, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT AS SHOWN HEREON

GENERAL NOTES

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE, AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00010878539
2. THE PROPERTY LIES IN UNSHADED ZONE 'X' (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48491C0525E, REVISED DECEMBER 20, 2019. ANY FLOODPLAIN BOUNDARIES SHOWN HEREON ARE APPROXIMATE AND ARE NOT DEPICTED AS A RESULT OF AN ON THE GROUND SURVEY
3. THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY AND COUNTERSIGNED BY WESTERN TITLE OF BANDERA, INC. UNDER GF NO. 20200008, DATED EFFECTIVE JANUARY 14, 2020 AND ISSUED ON JANUARY 28, 2020
4. MONUMENTATION AS SHOWN
5. NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED BY SURVEYOR

METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 80.371 ACRE TRACT OF LAND IN THE JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97, WILLIAMSON COUNTY, TEXAS; BEING ALL OF A CALLED 75.21 ACRE TRACT OF LAND (EXHIBIT C) AS CONVEYED UNTO M MOORE FAMILY FARMS, LLC IN DOCUMENT NUMBER 2018102917 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 80.371 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an aluminum monument stamped "SAM CONTROL" found on the south line of a remainder of a called 100.261 acre tract of land as conveyed unto Doris Lavern Greinert in Volume 881, Page 643 of the Deed Records of Williamson County, Texas, at the northeast corner of Lot 30, Block "B" Carol Meadows Section 2 as recorded in Document Number 201804702 of the Official Public Records of Williamson County, Texas, being the northwest corner of said 75.21 acre tract for the northwest corner and POINT OF BEGINNING of the herein described tract, from which a cotton spindle found in a fence post at the southwest corner of the remainder of said 100.261 acre tract bears N 82°34'28" W, a distance of 709.43 feet;

THENCE, S 82°33'37" E, (Record S 82°33'23" E, 2,202.80 feet) coincident with the common line of the remainder of said 100.261 acre tract and the 75.21 acre tract, a distance of 2,202.77 feet to an aluminum monument stamped "SAM CONTROL" found on the west right-of-way of County Road 132 (R.O.W. = varies), no deed of record found, at the common corner of the remainder of the 100.261 acre tract and the 75.21 acre tract, for the northeast corner of the herein described tract, from which a keg Nail and Shiner found at the northeast corner of the remainder of said 100.261 acre tract bears N 07°34'23" E, a distance of 1,495.44 feet;

THENCE, S 07°38'16" W, (Record S 07°38'14" W, 1,623.68 feet) coincident with the common line of the 75.21 acre tract and said west right-of-way line, a distance of 1,623.93 feet to a 1/2-inch iron rod with a cap stamped "CAPITAL SURVEY" found at the northeast end of the cutback line from the north right-of-way line of Limmer Loop/County Road 164 (R.O.W. = 90') as described in Document Numbers 2003091326, 2003122454 & 2004013916 of the Official Public Records of Williamson County, Texas, for a southeasterly corner of the herein described tract;

THENCE, S 54°26'50" W, (Record S 54°24'34" W, 67.69 feet) coincident with the common line of said cutback and the 75.21 acre tract, a distance of 67.66 feet to a 1/2-inch iron rod with a cap stamped "CAPITAL SURVEY" found at the southwest end of said cutback, on the north right-of-way line of said Limmer Loop, for the most southerly corner of the 75.21 acre tract and the herein described tract;

THENCE, in a westerly direction, coincident with the common line of the 75.21 acre tract and said north right-of-way line the following three (3) courses;

1) N 77°59'09" W, a distance of 1,853.78 feet, (Record N 77°58'57" W, 1,853.78 feet) to a 1/2-inch iron rod with a cap stamped "CAPITAL SURVEY" found, for the beginning of a non-tangent curve of the herein described tract;

2) Curving to the left with a radius of 2,045.00 feet, an arc length of 263.41 feet, a central angle of 7°22'46", a chord bearing of N 81°41'48" W, (Record N 81°41'07" W) and a chord distance of 263.23 feet, (Record 263.10 feet) to a 1/2-inch iron rod with a cap stamped "CAPITAL SURVEY" found at the end of the curve;

3) N 85°08'39" W, a distance of 50.28 feet, (Record N 85°08'39" W, 50.28 feet) to a 1/2-inch iron rod with a cap stamped "CAPITAL SURVEY" found, on the east line of Lot 31, Block "B" of the aforementioned Carol Meadows Section 2 at a corner of said right-of-way line for the southwest corner of the 75.21 acre tract and the herein described tract;

THENCE, N 07°57'26" E, (Record N 07°57'26" E, 1,520.35 feet) coincident with the common line of the 75.21 acre tract and said Carol Meadows Section 2, a distance of 1,520.44 feet to the POINT OF BEGINNING and containing 80.371 acres of land, more or less

To WayMaker Ventures, LLC, a Texas limited liability company, Fidelity National Title Insurance Company and Western Title of Bandera, Inc.:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2018 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1-4, 7(a), 8, 11(observed evidence only), 14 and 18 of Table A thereof. The field work was completed on March 3, 2020.

Date of Plat or Map: January 8, 2021

DION P. ALBERTSON
REGISTERED PROFESSIONAL LAND SURVEYOR
4983

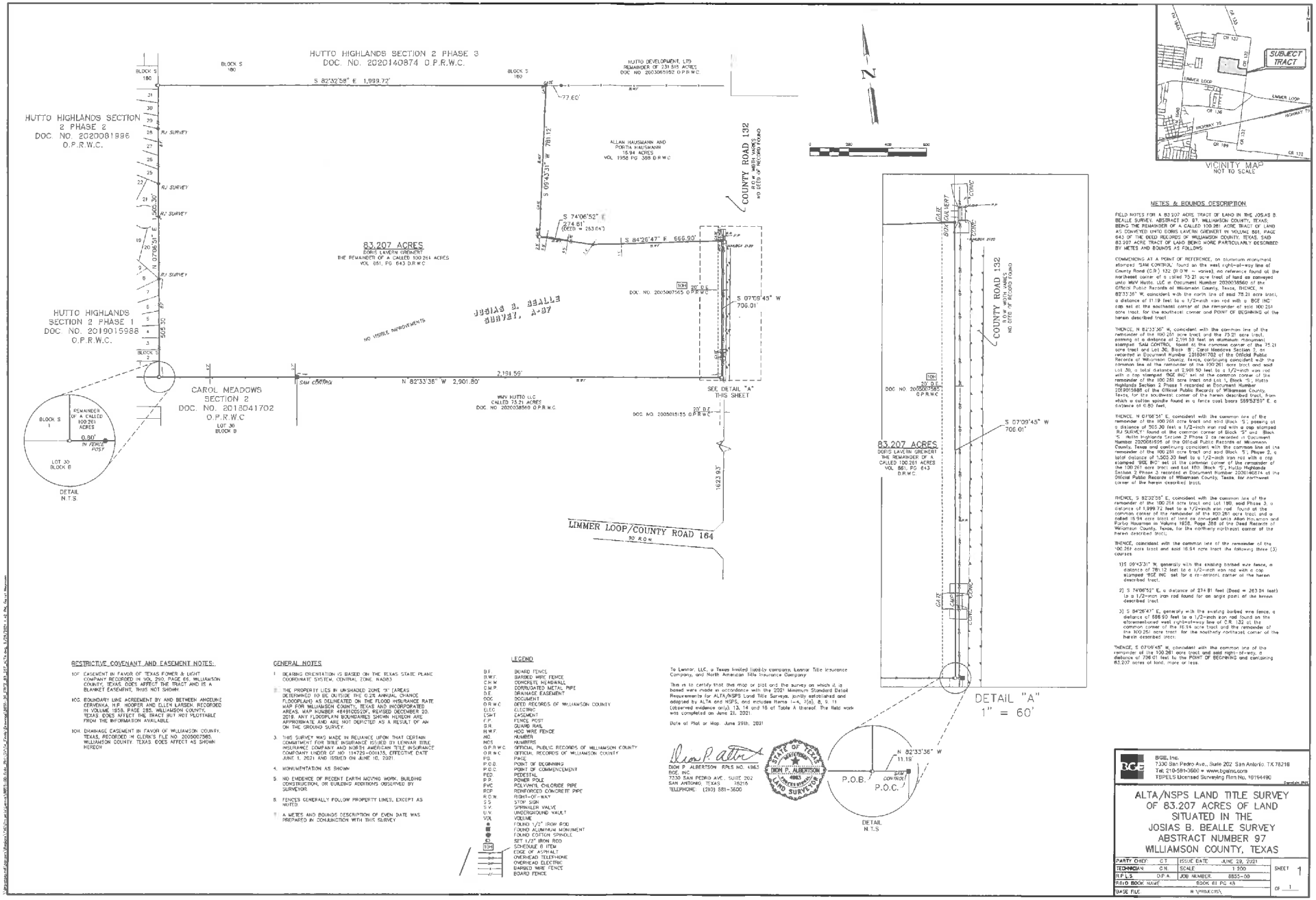
DION P. ALBERTSON RPLS NO. 4983
BGE, INC.
7330 SAN PEDRO AVE., SUITE 202
SAN ANTONIO, TEXAS 78216
TELEPHONE: (210) 581-3800

BGE, Inc.
7330 San Pedro Ave., Suite 202, San Antonio, TX 78216
Tel 210-581-3800 • www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10194490

ALTA/NSPS LAND TITLE SURVEY
OF 80.371 ACRES OF LAND
SITUATED IN THE
JOSIAS B. BEALLE SURVEY
ABSTRACT NUMBER 97
WILLIAMSON COUNTY, TEXAS

PARTY CHIEF	M.R.	ISSUE DATE	1/8/2021
TECHNICIAN	D.G.F.	REVISED DATE	N/A
R.P.L.S.	D.A.	SCALE	1"=100'
FIELD BOOK	47'81-85	JOB NUMBER	7515-00
BASE FILE	G:\7515\Projects\Waymaker\7515-00-Title_Prelim		

SHEET 1 OF 1



METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 83.207 ACRES TRACT OF LAND IN THE JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97, WILLIAMSON COUNTY, TEXAS; BEING THE REMAINDER OF A CALLED 100.261 ACRE TRACT OF LAND AS CONVEYED UNTO DORIS LAVERN GREHENT IN VOLUME 861, PAGE 643 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 83.207 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A POINT OF REFERENCE, an aluminum monument stamped "SAM CONTROL" found on the west right-of-way line of County Road (C.R.) 132 (R.O.W. – varies) and reference found at the northeast corner of a called 75.21 acre tract of land as conveyed unto WMV Hutto, LLC in Document Number 2020038560 of the Official Public Records of Williamson County, Texas, THENCE, N 82°33'36" W, coincident with the north line of said 75.21 acre tract, a distance of 11.19 feet to a 1/2-inch iron rod with a BGE INC. cap set at the southeast corner of the remainder of said 100.261 acre tract, for the southeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, N 82°33'36" W, coincident with the common line of the remainder of the 100.261 acre tract and the 75.21 acre tract, passing at a distance of 2,191.59 feet an aluminum monument stamped "SAM CONTROL" found at the common corner of the 75.21 acre tract and Lot 30, Block "B", Carol Meadows Section 2, as recorded in Document Number 2018041702 of the Official Public Records of Williamson County, Texas, continuing coincident with the common line of the remainder of the 100.261 acre tract and said Lot 30, a total distance of 2,901.80 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of the remainder of the 100.261 acre tract and Lot 1, Block "S", Hutto Highlands Section 2 Phase 1 recorded in Document Number 2019015988 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract, from which a cotton spindle found in a fence post bears S89°53'59" E, a distance of 0.80 feet;

THENCE, N 07°08'51" E, coincident with the common line of the remainder of the 100.261 acre tract and said Block "S", passing at a distance of 503.30 feet a 1/2-inch iron rod with a cap stamped "RJ SURVEY" found at the common corner of Block "S" and Block "S", Hutto Highlands Section 2 Phase 2 as recorded in Document Number 2020081986 of the Official Public Records of Williamson County, Texas and continuing coincident with the common line of the remainder of the 100.261 acre tract and said Block "S", Phase 2, a total distance of 1,505.30 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of the remainder of the 100.261 acre tract and Lot 180, Block "S", Hutto Highlands Section 2 Phase 3 recorded in Document Number 2020140874 of the Official Public Records of Williamson County, Texas, for northwest corner of the herein described tract;

THENCE, S 82°32'58" E, coincident with the common line of the remainder of the 100.261 acre tract and Lot 180, said Phase 3, a distance of 1,999.72 feet to a 1/2-inch iron rod found at the common corner of the remainder of the 100.261 acre tract and a called 15.94 acre tract of land as conveyed unto Allan Hausmann and Porita Hausmann in Volume 1958, Page 388 of the Deed Records of Williamson County, Texas, for the northerly northeast corner of the herein described tract;

THENCE, coincident with the common line of the remainder of the 100.261 acre tract and said 15.94 acre tract the following three (3) courses:

1) S 09°43'31" W, generally with the existing barbed wire fence, a distance of 781.12 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;

2) S 74°06'52" E, a distance of 274.81 feet (Deed = 263.04 feet) to a 1/2-inch iron rod found for an angle point of the herein described tract;

3) S 84°26'47" E, generally with the existing barbed wire fence, a distance of 666.90 feet to a 1/2-inch iron rod found on the aforementioned west right-of-way line of C.R. 132 at the common corner of the 15.94 acre tract and the remainder of the 100.261 acre tract, for the southerly northeast corner of the herein described tract;

THENCE, S 07°09'45" W, coincident with the common line of the remainder of the 100.261 acre tract and said right-of-way, a distance of 706.01 feet to the POINT OF BEGINNING and containing 83.207 acres of land, more or less.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

10F EASEMENT IN FAVOR OF TEXAS POWER & LIGHT COMPANY RECORDED IN VOL. 290, PAGE 66, WILLIAMSON COUNTY, TEXAS DOES AFFECT THE TRACT AND IS A BLANKET EASEMENT, THUS NOT SHOWN

10G BOUNDARY LINE AGREEMENT BY AND BETWEEN ANCELINE CERVENKA, H.P. HOOPER AND ELLEN LARSEN, RECORDED IN VOLUME 1858, PAGE 285, WILLIAMSON COUNTY, TEXAS DOES AFFECT THE TRACT BUT NOT PLOTTABLE FROM THE INFORMATION AVAILABLE

10H DRAINAGE EASEMENT IN FAVOR OF WILLIAMSON COUNTY, TEXAS, RECORDED IN CLERK'S FILE NO. 2005007565, WILLIAMSON COUNTY, TEXAS DOES AFFECT AS SHOWN HEREON

GENERAL NOTES

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83.
2. THE PROPERTY LIES IN UNSHADED ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48491C0535F, REVISED DECEMBER 20, 2019. ANY FLOODPLAIN BOUNDARIES SHOWN HEREON ARE APPROXIMATE AND ARE NOT DEPICTED AS A RESULT OF AN ON THE GROUND SURVEY.
3. THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY LENNAR TITLE INSURANCE COMPANY AND NORTH AMERICAN TITLE INSURANCE COMPANY UNDER GF NO. 114725-001435, EFFECTIVE DATE JUNE 1, 2021 AND ISSUED ON JUNE 10, 2021.
4. MONUMENTATION AS SHOWN
5. NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED BY SURVEYOR.
6. FENCES GENERALLY FOLLOW PROPERTY LINES, EXCEPT AS NOTED
7. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SURVEY

LEGEND

B.F.	BOARD FENCE
B.W.F.	BARBED WIRE FENCE
C.H.W.	CONCRETE HEADWALL
C.M.P.	CORRUGATED METAL PIPE
D.E.	DRAINAGE EASEMENT
DOC	DOCUMENT
O.R.W.C	DEED RECORDS OF WILLIAMSON COUNTY
ELEC	ELECTRIC
ESMT	EASEMENT
F.P.	FENCE POST
GR.	GUARD RAIL
H.W.F.	HOG WIRE FENCE
NO.	NUMBER
NOS.	NUMBERS
O.P.R.W.C	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PED.	PEDESTAL
P.P.	POWER POLE
PVC	POLYVINYL CHLORIDE PIPE
RCP	REINFORCED CONCRETE PIPE
R.O.W.	RIGHT-OF-WAY
S.S.	STOP SIGN
S.V.	SPRINKLER VALVE
U.V.	UNDERGROUND VAULT
VOL.	VOLUME
●	FOUND 1/2" IRON ROD
■	FOUND ALUMINUM MONUMENT
●	FOUND COTTON SPINDLE
○	SET 1/2" IRON ROD
10H	SCHEDULE B ITEM
	EDGE OF ASPHALT
OHP	OVERHEAD TELEPHONE
OHE	OVERHEAD ELECTRIC
BWF	BARBED WIRE FENCE
BF	BOARD FENCE

To Lennar, LLC, a Texas limited liability company, Lennar Title Insurance Company, and North American Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1–4, 7(a), 8, 9, 11 (observed evidence only), 13, 14 and 16 of Table A thereof. The field work was completed on June 21, 2021.

Date of Plat or Map: June 29th, 2021

DION P. ALBERTSON RPLS NO. 4963
BGE, INC.
7330 SAN PEDRO AVE., SUITE 202
SAN ANTONIO, TEXAS 78216
TELEPHONE: (210) 581-3600

STATE OF TEXAS
DION P. ALBERTSON
4963
REGISTERED PROFESSIONAL LAND SURVEYOR

BGE, Inc.
7330 San Pedro Ave., Suite 202 San Antonio, TX 78216
Tel: 210-581-3600 ● www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10194490

ALTA/NSPS LAND TITLE SURVEY OF 83.207 ACRES OF LAND SITUATED IN THE JOSIAS B. BEALLE SURVEY ABSTRACT NUMBER 97 WILLIAMSON COUNTY, TEXAS

PARTY CHIEF	C.T.	ISSUE DATE	JUNE 29, 2021	SHEET	1
TECHNICIAN	C.N.	SCALE	1:200	OF	1
W.O.	O.F.A.	JOB NUMBER	8855-00		
FIELD BOOK NAME		BOOK 81 PG 43			
BASE FILE		N:\PROJECTS\			

Mayor
Mike Snyder

Mayor Pro Tem
Dan Thornton

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

City Manager
James R Earp, CPM

February 8, 2023
Mr. Timothy Holland
1701 Directors Blvd, Suite 1000
Austin, Texas 78759

RE: Fritz Greinert
Service Extension Request (SER #3) - Water and Wastewater Utilities

Dear Mr. Holland,

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

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

We appreciate your patience as we are working to address the needs of your development while planning for future growth. Please feel free to contact me at (512) 759-5975 or email Wade.benton@huttotx.gov with any questions.

Sincerely,

Wade Benton
Interim Director of Engineering

Attachments:
Wastewater SER #3 Response
SER Application

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

TEL 512.485.0009
FAX 512.485.0010

www.GarverUSA.com

SER #3 Fritz Greinert SER Sewer Evaluation

February 8th, 2023

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

1.0 Introduction / Summary

The purpose of this memorandum is to document preliminary analyses completed to size wastewater infrastructure to serve the Fritz Greinert development within the Future City of Hutto's wastewater certificate of convenience and necessity (CCN).

This development is reviewed in conjunction with the Allora Hutto and Cottonwood (Common Ground) developments in the same service area to ensure that proposed infrastructure can meet the needs of all developments in the area. Note that the Hutto 79 SER in the area was not included in this sewer evaluation since the Cottonwood (Common Ground) SER application was submitted subsequently to the Hutto 79 SER application at the same location. Refer to Exhibit 1 for a map depicting the service area.

2.0 Sanitary Sewer Loading Calculations

Per the Service Extension Request (SER) submitted by the developer, the Fritz Greinert development will have 900 single-family units as shown in Table 2-1. Land Use Equivalent assumptions are listed in Table 2-1 and anticipated loadings for the development areas are included in Table 2-2. Average flow was calculated using 280 gpd/LUE, and average peak wet weather flow was calculated as outlined in the City of Hutto Utility Design Criteria Manual.

Table 2-1: Fritz Greinert Sewer Loading Assumptions

Development Type	LUE Equivalent	Proposed Development	LUE Subtotal
Single Family Residential	1 LUE/unit	900 units	900
Multi-Family Residential (6-24 units per acre)	0.8 LUE/unit		
Office Space	3,000 sf/LUE		
Retail Space	1,660 sf/LUE		
Restaurant	200 sf/LUE		
		Total LUEs	**900**

Table 2-2: Sewer Loading Calculations for Development Areas

Development	No. LUEs	Area (Acres)	Average Load (MGD)	Peak Load (MGD)
Cottonwood (Common Ground)*	1,464	246.5	0.41	1.54
Allora Hutto	281	16.9	0.08	0.31
Fritz Greinert	900	163.6	0.25	0.99
		Total	**0.74**	**2.53****

* The previously proposed Hutto 79 development is within the Cottonwood (Common Ground) development area and is proposing 718 LUEs.
** Calculated using the City of Hutto Utility Criteria Manual Peak Wet Weather Flow formula.

3.0 Routing Options

The Fritz Greinert development is located north of Limmer Loop and west of CR 132. Wastewater flow from the development is proposed to be routed by gravity with a 21" sewerline along Hwy 79 to the proposed parallel Cottonwood Creek Interceptor. This proposed interceptor includes the extension of the existing Cottonwood Creek interceptor to the north of Limmer Loop (not required for this development), and the construction of an interceptor parallel to the existing Cottonwood interceptor south of Limmer Loop. Exhibit 1 depicts for the proposed route and Exhibit 2 depicts the drainage areas considered.

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

Table 3-1: Required Upgrades to Serve the Fritz Greinert Development

Timeframe	Exhibit Item #	Project Description	Project Responsibility - Design & Construction	Project Responsibility - Funding
Short-term	-	Voluntarily annex into the City of Hutto to receive wastewater service and obtain City of Hutto approval on wastewater improvements.	Developer	Developer
Short-term	1	Construct approximately 6,700 LF of oversized 21-inch gravity sewerline to serve the Fritz Greinert development and surrounding areas. If possible, the slope of this interceptor should be close to 0.20%, especially for the most downstream areas. Refer to Exhibit 2 for the minimum slopes requested by the City, and drainage areas considered in the sizing of this infrastructure.	Developer*	Developer* and City **
Short-term	2	Construct a 42" interceptor parallel to the existing Cottonwood Creek Interceptor between Hwy 79 and the Central WWTP. Needs to be installed when Exhibit Item 2 is installed. The future parallel Cottonwood Creek Interceptor is expected to tie-in at the upstream end of this line with an invert elevation of approximately 629 ft.	Developer*	City
Long-term	3	Expand the Central WWTP	City	City

* The developer may share the cost of this project with other developments in the area.
** The City will cost participate to oversize this infrastructure.

4.0 Gravity Sewer Infrastructure Sizing

To serve the Cottonwood (Common Ground), Allora Hutto, and Fritz Greinert developments, a 21” gravity line at minimum 0.12% slope is required (see Exhibit Items 1 and 2). Should developers proceed with all three developments, the City would not cost participate to install Exhibit Item 1.

For Exhibit Items 1, a 15” gravity sewerline would provide adequate capacity to serve the Fritz Greinert. However, this line should be oversized to a 21” line to serve future developments in its vicinity. Should developers not proceed with the Allora Hutto and Cottonwood (Common Ground) developments, the City would reimburse the Fritz Greinert developer for the cost difference to upsize the 15” line to a 21” line.

Exhibit 1
SER Sewer Evaluation
Fritz Greinert

Service Extension Requests	LUEs
#03 Fritz Greinert	900
#35 Allora Hutto	281
#39 Cottonwood (Common Ground)	1,487

Projects

1. Construct approximately 6,700 LF of oversized 21-inch gravity sewerline to serve the Fritz Greinert development and surrounding areas.

2. Construct a 42" interceptor parallel to the existing Cottonwood Creek Interceptor between Hwy 79 and the Central WWTP.

3. Expand the Central WWTP.

Projects required to serve the Allora Hutto SERs:

Serves up to 790 LUEs from the Fritz Greinert, Allora Hutto, and Cottonwood (Common Ground) developments.

4. Construct approximately 500 LF of 8" gravity sewerline to serve the Allora Hutto SER.

5. Construct approximately 2,400 LF of 15" gravity sewerline at minimum 0.20% slope.

Red = Required for Service

Highlands North LS

BROWN ST

SYLVAN ST

HENDELSON LN

FM 1660

CR 132

Allora Hutto

Hutto
40 LLC

Fritz
Greinert

FINLEY ST

LIMMER LOOP

CAROL DR

Northtown
Commons

LIDELL ST

KATES WAY

GROVES LN

MAGER LN

Cottonwood
(Common
Ground)

PARK ST

Future Parallel
Cottonwood Creek
Interceptor Tie-in.
Invert Elevation at
Approx. 629 ft

E US 79

WWM997

E FRONT ST

Urbana

Hutto
62.91
Acres

CR 199

WWTP

1

2

3

4

5

SER Review Map
Fritz Greinert

- Wastewater Manhole

CIP Projects
- Cottonwood Creek Int' Extension
- Cottonwood Creek Int' (Parallel)

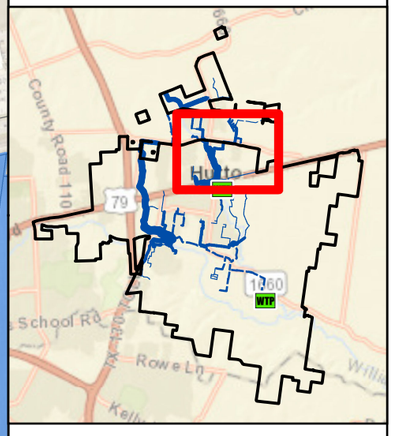
Facilities
- WWTP
- Lift Station

Sewer Lines
- 8.0" - 12.0"
- 12.1" - 15.0"
- 15.1" - 21.0"
- 21.1" - 30.0"
- 30.1" - 42.0"
- Wastewater Line
- Force Main

Developments
- 2020 Approved
- 2021 Approved
- Pending Approval
- Parcels
- 100-year Floodplain

N

0 287.5575 1,150 Feet



CITY OF HUTTO
GARVER

Exhibit 2
Proposed Infrastructure Drainage Areas

Allora Hutto SER
281 LUEs
16.9 acres

Area north of Drainage Area 1 might need to be served in the future with a private Lift Station

Fritz Greinert SER
900 LUEs
163.6 acres

Drainage Area 1
Assumed Density
10 LUEs/acre

1,130 LUEs
113 acres

Cottonwood (Common Ground) SER
1,464 LUEs
246.5 acres

21" at minimum 0.10% slope (steeper if possible)

21" at minimum 0.13% slope (steeper if possible)

21" at minimum 0.18% slope (steeper if possible)

21"

15"

CR 132

CAROL DR

LIMMER LOOP

MOLLIE DR

KATES WAY

GROVES LN

MAGER LN

E US 79

US 79

N FM 1660

PARK ST

Fritz Greinert

Proposed Infrastructure Drainage Areas

- Contours
- Oversizing Drainage Area
- Wastewater Manhole

Modeled Facilities

- WTP — WWTP
- PS — Lift Station

Sewer Lines

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

CIP Projects

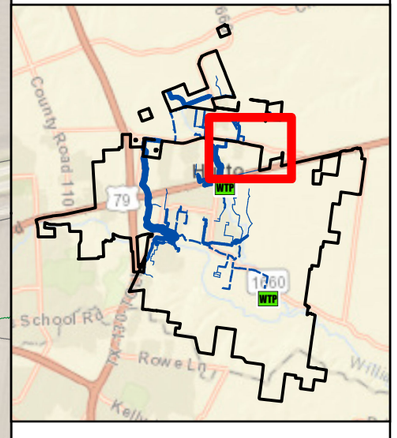
- Cottonwood Creek Int' Extension
- Cottonwood Creek Int' Replacement

Development Status

- 2020 Approved
- 2021 Approved
- Pending Approval
- Parcels
- 100-year Floodplain
- Proposed Connection Points

N

0 245 490 980 Feet



CITY OF HUTTO
GARVER

#1849.ENG

SERVICE EXTENSION REQUEST

Must be accompanied by a Master Application

City of Hutto Development Services
500 W. Live Oak Street Hutto TX 78634
512-759-3479 Planning
512-846-2640 Permits & Inspections
512-759-4038 Engineering
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

CONTACT THE CITY ENGINEER PRIOR TO SUBMITTAL OF ANY REQUEST

PROJECT NAME: Fritz/Greinert Tracts

Legal Description: Acres/Survey/Abstract No. Josias B. Bealle Survey ABS 97

OR Lot_____ Block_____ Subdivision Name: _____

Total acreage 163.578 Percentage of acreage within city limits: 0 %

Water pressure zone: _____ Wastewater drainage basin: _____

Water provider: Jonah SUD Wastewater provider: _____

TYPE OF SERVICE REQUESTED: ☐ WATER ☒ WASTEWATER

Proposed use:

☒ Single family: # of units: 900 ☐ Duplex/Triplex/Fourplex: # of units: _____

☐ Multifamily: # of units: _____ ☐ Office: # square feet: _____

☐ Retail/Commercial: # square feet: _____

Water utility requirements: Peak Hour: _____ gpm; Peak Day _____ gpm

Highest fire flow requirements: _____ gpm for _____ hours at 20 psi.

Fire sprinkler system flow rates: _____ gpm for _____ hours at _____ minimum residual pressure.

Wastewater utility capacity requirements (peak wet weather flows with I & I): _____ gpm.

Requested city cost participation for water improvements: $ 0 based on total construction cost of $ _____

Highest elevation on the land to be served by the Service Extension Request (SER): _____ above mean sea level.

Lowest elevation on the land to be served by the Service Extension Request (SER): _____ above mean sea level.

REQUIRED FOR SUBMITTAL

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

- ☐ Complete Master application and Service Extension Request application.
- ☐ Applicant has coordinated with staff on submittal requirements.
- ☐ Proof of ownership (copy of deed).
- ☐ All required fees may be provided by cash, credit card or check made payable to: City of Hutto
- ☐ Letter describing the proposed development.
- ☐ Field notes and sketch of property by a registered professional land surveyor on (1) 8½" x 11"

CONDITIONS OF APPROVAL

- ☐ The level of service approved by this document does not imply commitment for land use.
- ☐ Service extension requests are subject to the guidelines established in the Hutto City Code of Ordinances.
- ☐ Construction of all service extensions are subject to all utility guidelines and planning ordinances.
- ☐ Service extension approvals automatically expire 120 days after the date of issuance unless a development application has been approved by the Development Services Department. Once an approved development application expires the service extension approval expires on the same date.
- ☐ If requested, the proposed improvements will be dedicated to the City of Hutto for ownership, operation, and maintenance.

FOR DEPARTMENT USE ONLY:

Submittal date	Date accepted for review	Payment type	Fees Paid	Approved By:
8.19.21	9.2.21	#98636	$225.00	

CITY OF HUTTO DEVELOPMENT SERVICES

MASTER APPLICATION

Must accompany all application types
Unless otherwise indicated
May 2019

City of Hutto Development Services
500 W. Live Oak Street Hutto TX 78634
512-759-3479 Planning
512-846-2640 Permits & Inspections
512-759-4038 Engineering
512-759-5962 Fax
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

PROJECT NAME: Fritz/Greiner Tracts APPLICATIONTYPE Service Extension Request

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

Name: Timothy M. Holland, P.E.

Company Name: BGE, Inc.

Address: 1701 Directors Blvd., Suite 1000 Austin, TX 78744

Phone: (512) 879-0433 Email: tholland@bgeinc.com

PROPERTY INFORMATION

Address: CR 199 Hutto, TX 78634

Legal Description: Lot(s) _____ Block _____ Subdivision _____

Deed Reference: Volume _____ Page(s) _____ or Document No. 2019104719

City Limits or ETJ: City Limits Current Zoning District: _____

PROPERTY OWNER INFORMATION

Name: _____

Company Name: Lennar Homes of Texas Land & Construction, Ltd.

Address: 13620 N. FM 620, Building B, Suite 150 Austin, TX 78717

Phone: _____ Email: _____

PROPERTY OWNER CONSENT/AGENT AUTHORIZATION

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

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

Property Owner Signature | Kevin Pape Property Owner Printed Name | 7/15/20 Date

THE STATE OF TEXAS

COUNTY OF Williamson

Before me, the undersigned authority, on this day personally appeared Kevin Pape, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 15th day of July, 20 20 A.D.

Notary Public Signature | Nga Nguyen Notary Public Printed Name

NGA NGUYEN
Notary Public, State of Texas
Comm. Expires 08-12-2023
Notary ID 128700324

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

Transmittal

Date: 8/16/2021

To: Yvette Glover
City of Hutto Development Services
500 W. Live Oak St.
Hutto, TX 78634

From: Timothy M. Holland, PE

Reference: Peterson/Fritz/Greinert Tracts
BGE Job #8599-00

Item No.	Number of Copies	Description
1.	1	SER Application (Peterson)
2.	1	SER Application (Fritz/Greinert)
3.	1	Fee check
4.		
5.		
6.		

Comments:

Yvette,
Please find submittal packages for service extension requests for the Peterson and Fritz/Greinert projects. Let me know if you require anything further to begin review.

Thanks,
Tim

Hutto **9/2/2021**

Planning and Zoning Payment Receipt

1849-ENG

Fritz-Greinert Tracts (SER)
Hutto TX 78634

Paid By:
BGE Inc
Timothy Holland
1701 Directors Boulevard
Austin, TX 78744

Payment Description:

Fee Types

Fee	Amount	Paid	Balance Due
Service Extension Request Not Requiring City Participation...5102	$200.00	$200.00	$0.00
Engineering Tech Fee...5132	$25.00	$25.00	$0.00
Total Fees	**$225.00**	**$225.00**	**$0.00**

Payments

Payment ID	Received Date	Payment Type	Reference Num	Fee	Amount
4020437	**9/2/2021**	**Check**	**98636**	Service Extension Request Not Requiring City Participation...5102	$200.00
				Engineering Tech Fee...5132	$25.00
					$225.00
Total					**$225.00**

98636

BGE, INC.
10777 WESTHEIMER RD., SUITE 400
HOUSTON, TEXAS 77042
(281) 558-8700

ALLEGIANCE BANK
Houston, TX 77241-1314
35-2572/1130

CHECK DATE July 16, 2021

PAY Four Hundred Fifty and 00/100 Dollars

TO CITY OF HUTTO
401 W. Front Street
Hutto, TX 78634

AMOUNT $450.00
VOID AFTER 90 DAYS

#1849-ENG - Fritz-Greinert Tract - SER $225.—
#1850-ENG - Peterson Tract - SER $225.—

AUTHORIZED SIGNATURE

Security features. Details on back.

⑈098636⑈ ⑆113025723⑆ 100229935 2⑈

ELECTRONICALLY RECORDED 2021059959
Williamson County, Texas Total Pages: 5

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

SPECIAL WARRANTY DEED

WMV Hutto, LLC , a Texas limited liability company, ("*Grantor*"), for the consideration hereinafter stated, does GRANT, SELL, AND CONVEY unto **Lennar Homes of Texas Land and Construction, Ltd.**, a Texas limited partnership, with offices in Travis County, Texas ("*Grantee*"), the following described real property, together with all improvements thereon owned by Grantor (the "*Property*"):

> All that certain tract, piece, or parcel of land in Williamson County, Texas more particularly described on **Exhibit "A"** attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, Grantee's successors and assigns, forever.

And Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, and successors, to WARRANTY AND FOREVER DEFEND, all and singular, the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, if the claim is by, through or under Grantor, but not otherwise, subject however, to the Permitted Exceptions set forth on **Exhibit "B"** attached to and incorporated in this Deed by reference. Grantee assumes the payment of ad valorem taxes and assessments for the current year and for subsequent years and for Rollback Taxes.

The consideration for this conveyance, receipt of which Grantor acknowledges, is $10.00 and other valuable consideration paid to Grantor for which no lien either express or implied is retained.

For the same consideration, Grantor hereby GRANTS, SELLS, CONVEYS, ASSIGNS, AND DELIVERS to Grantee, all right, title, and interest, if any, of Grantor, as owner of the Property but not as owner of any other property, in and to (i) strips or gores, if any, between the Property and abutting properties, (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Property, (iii) any easements, rights-of-way, rights of ingress and egress, or other interests in, on, or to, any land, highway, street, road or avenue, open or proposed, in, on, across from, in front of, abutting, adjoining, or otherwise appurtenant to the Property, as well as all other rights, privileges, and appurtenances owned by Grantor and in any way related to the Property and other rights and interests of Grantor hereunder conveyed, and (iv) all oil, gas, hydrocarbons, and minerals in, on, under, or that may be produced from the Property.

Grantee's Mailing Address: Lennar Homes of Texas Land and Construction, Ltd.
13620 N. FM 620, Bldg. B, Suite 150
Austin, Texas 78717

Executed this 19th day of April, 2021.

GRANTOR:

WMV Hutto, LLC,
a Texas limited liability company

By: Waymaker Ventures, LLC
A Texas limited liability company
its Sole Member

By: Holt Dunlop
Name: Holt Dunlop
Title: Manager

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me this 19th day of April, 2021, by Holt Dunlop, Manager of Waymaker Ventures, LLC, the sole member of WMV Hutto, LLC, on behalf of said entity.

TERRI ANN GRONA
Notary Public
State of Texas
ID # 5279183
Comm. Expires 06/23/2022

Terri A Grona
Notary Public - State of Texas

After Recording, Please Return To:

Lennar Homes of Texas Land and Construction, Ltd.
Attention: Land Department
13620 N. FM 620, Bldg. B, Suite 150
Austin, Texas 78717

EXHIBIT "A"

LEGAL DESCRIPTION

BEING 75.21 ACRES OF LAND OUT OF THE J.B. BEALLE SURVEY, ABSTRACT NUMBER 97 IN WILLIAMSON COUNTY, TEXAS, SAME BEING ALL OF THAT CERTAIN JONATHAN EDWARD FRITZ AND SHARON K. FRITZ 106.84 ACRE TRACT RECORDED IN VOLUME 784, PAGE 684, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT THAT CERTAIN 4.6387 ACRE TRACT OF LAND (LIMMER LOOP) AS RECORDED IN DOCUMENT NUMBER 2004013916, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND SAVE AND EXCEPT THE SOUTHERLY 22.24 ACRE TRACT OF LAND, SAID 75.21 ACRES OF LAND TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron rod found in westerly right-of-way line of County Road 132, at the southeast corner of that certain D. L. Greinert 83.25 acre tract, as recorded in Volume 861, Page 643, Deed Records of Williamson County, Texas, same being the northeast corner of said 106.84 acre tract and the northeast corner hereof;

THENCE South 07 degrees 38 minutes 14 seconds West, along said westerly right-of-way line and said 106.84 acre tract easterly line, 1623.66 to an iron rod found at the northeast corner of said 4.6387 acre tract same being the southwest corner hereof;

THENCE along said 4.6387 acre tract (Limner Loop) northerly line through 106.84 acre tract the following 4 courses:

1. South 54 degrees 24 minutes 34 seconds West, 67.69 feet to an iron rod found;

2. North 77 degrees 58 minutes 57 seconds West, 1853.76 feet to an iron rod found at the beginning of a curve to the left having a radius of 2045.00 feet;

3. North 81 degrees 41 minutes 07 seconds West, along said curve to the left, 263.10 feet to an iron rod found;

4. North 85 degrees 08 minutes 39 seconds West, 50.29 feet to an iron rod found in the southeast corner of that certain Hutto Development, LLC., 34.486 acre tract, as recorded in Document Number 2016001293, Official Public Records, said county, same being the northeast corner of said 4.6387 acre tract and the southwest corner hereof;

THENCE along said 37.486 acre tract easterly line and said 106.84 acre tract westerly line, North 07 degrees 57 minutes 26 second East, passing at 124.02 feet an iron rod found for a total distance of 1520.35 feet an iron rod found in the southerly line of said 83.325 acre tract, same being the northwest corner of said 106.84 acre tract and the northwest corner hereof;

THENCE South 82 degrees 33 minutes 23 seconds East, along said 83.325 acre tract southerly line and said 106.84 acre tract northerly line, 2202.50 feet to POINT OF BEGINNING.

EXHIBIT "B"
Permitted Exceptions

1. Easement in favor of Texas Power & Light Company, recorded in Volume 239, Page 74, Williamson County, Texas.

2. Drainage Easement in favor of Williamson County, Texas, recorded in Clerk's File No. 2005015155, Williamson County, Texas

3. Easement as set out in Agreed Final Judgement in favor of LCRA Transmission Services Corporation, recorded in Clerk's File No. 2010047888, Williamson County, Texas.

4. Permanent Easement Agreement in favor of Enterprise Crude Pipeline LLC, recorded in Clerk's File No. 2016104708, Williamson County, Texas.

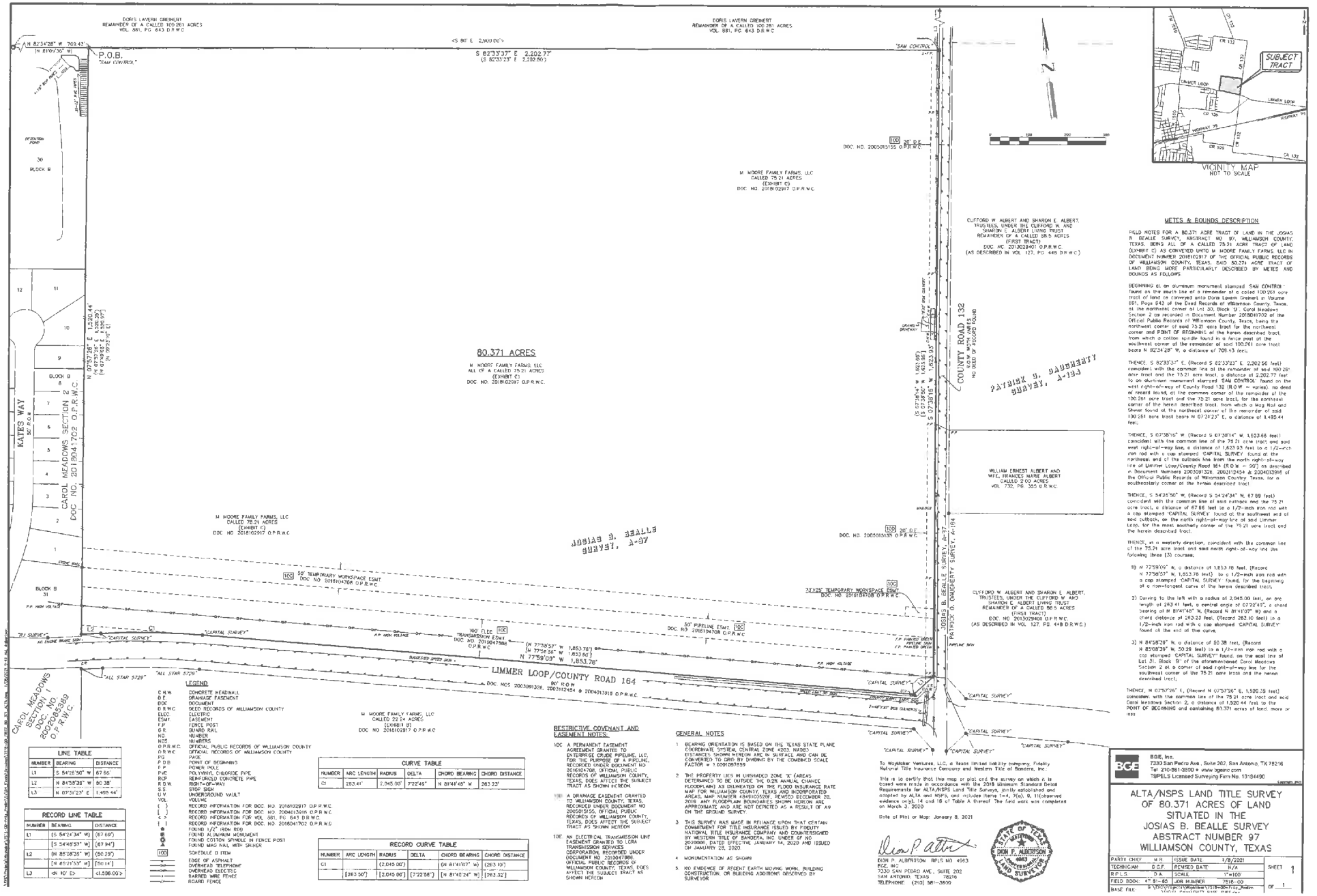
ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2021059959

Pages: 5 Fee: $33.00
04/23/2021 11:36 AM



Nancy E. Rister, County Clerk
Williamson County, Texas



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 54°26'50" W	67.66'
L2	N 84°58'39" W	50.38'
L3	N 07°31'23" E	1,495.44'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	(S 54°24'34" W)	(67.69')
	[S 54°48'57" W]	[67.94']
L2	(N 85°08'39" W)	(50.28')
	[N 85°21'53" W]	[50.14']
L3	<N 10° E>	<1,896.00'>

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	263.41'	2,045.00'	7°22'46"	N 81°41'48" W	263.23'

RECORD CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1		(2,045.00')		(N 81°41'07" W)	(263.10')
	[263.50']	[2,045.06']	[7°22'58"]	[N 81°40'24" W]	[263.32']

LEGEND

C.N.W.	CONCRETE HEADWALL
D.E.	DRAINAGE EASEMENT
DOC	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.P.	FENCE POST
G.R.	GUARD RAIL
NO.	NUMBER
NOS.	NUMBERS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
PVC	POLYVINYL CHLORIDE PIPE
RCP	REINFORCED CONCRETE PIPE
R.O.W.	RIGHT-OF-WAY
S.S.	STOP SIGN
U.V.	UNDERGROUND VAULT
VOL.	VOLUME
( )	RECORD INFORMATION FOR DOC. NO. 2018102917 O.P.R.W.C.
[ ]	RECORD INFORMATION FOR DOC. NO. 2004013916 O.P.R.W.C.
< >	RECORD INFORMATION FOR VOL. 881, PG. 643 D.R.W.C.
{ }	RECORD INFORMATION FOR DOC. NO. 2018041702 O.P.R.W.C.
●	FOUND 1/2" IRON ROD
■	FOUND ALUMINUM MONUMENT
⊙	FOUND COTTON SPINDLE IN FENCE POST
⊗	FOUND MAG NAIL WITH SHINER
100	SCHEDULE B ITEM
	EDGE OF ASPHALT
—o—o—	OVERHEAD TELEPHONE
—/—/—	OVERHEAD ELECTRIC
—x—x—	BARBED WIRE FENCE
—///—///—	BOARD FENCE

RESTRICTIVE COVENANT AND EASEMENT NOTES:

10C A PERMANENT EASEMENT AGREEMENT GRANTED TO ENTERPRISE CRUDE PIPELINE, LLC, FOR THE PURPOSE OF A PIPELINE, RECORDED UNDER DOCUMENT NO. 2016104708, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT AS SHOWN HEREON

10D A DRAINAGE EASEMENT GRANTED TO WILLIAMSON COUNTY, TEXAS, RECORDED UNDER DOCUMENT NO. 2005015155, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT AS SHOWN HEREON

10E AN ELECTRICAL TRANSMISSION LINE EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION, RECORDED UNDER DOCUMENT NO. 20110047886, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT AS SHOWN HEREON

GENERAL NOTES

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00010878539
2. THE PROPERTY LIES IN UNSHADED ZONE 'X' (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48491C0525E, REVISED DECEMBER 20, 2019. ANY FLOODPLAIN BOUNDARIES SHOWN HEREON ARE APPROXIMATE AND ARE NOT DEPICTED AS A RESULT OF AN ON THE GROUND SURVEY
3. THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY AND COUNTERSIGNED BY WESTERN TITLE OF BANDERA, INC. UNDER GF NO. 20200008, DATED EFFECTIVE JANUARY 14, 2020 AND ISSUED ON JANUARY 28, 2020
4. MONUMENTATION AS SHOWN
5. NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED BY SURVEYOR

METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 80.371 ACRE TRACT OF LAND IN THE JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97, WILLIAMSON COUNTY, TEXAS; BEING ALL OF A CALLED 75.21 ACRE TRACT OF LAND (EXHIBIT C) AS CONVEYED UNTO W MOORE FAMILY FARMS, LLC IN DOCUMENT NUMBER 2018102917 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 80.371 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an aluminum monument stamped "SAM CONTROL" found on the south line of a remainder of a called 100.261 acre tract of land as conveyed unto Doris Lavern Greinert in Volume 881, Page 643 of the Deed Records of Williamson County, Texas, at the northwest corner of Lot 30, Block "B" Carol Meadows Section 2 as recorded in Document Number 2018041702 of the Official Public Records of Williamson County, Texas, being the northwest corner of said 75.21 acre tract for the northwest corner and POINT OF BEGINNING of the herein described tract, from which a cotton spindle found in a fence post at the southwest corner of the remainder of said 100.261 acre tract bears N 82°34'28" W, a distance of 709.43 feet;

THENCE, S 82°33'37" E, (Record S 82°33'29" E, 2,202.80 feet) coincident with the common line of the remainder of said 100.261 acre tract and the 75.21 acre tract, a distance of 2,202.77 feet to an aluminum monument stamped "SAM CONTROL" found on the west right-of-way of County Road 132 (80.0' W - varies), no deed of record found, at the common corner of the remainder of the 100.261 acre tract and the 75.21 acre tract, for the northeast corner of the herein described tract, from which a keg Nail and Shiner found at the northeast corner of the remainder of said 100.261 acre tract bears N 07°31'23" E, a distance of 1,495.44 feet;

THENCE, S 07°38'16" W, (Record S 07°38'14" W, 1,623.68 feet) coincident with the common line of the 75.21 acre tract and said west right-of-way line, a distance of 1,623.93 feet to a 1/2-inch iron rod with a cap stamped "CAPITAL SURVEY" found at the northeast end of the cutback line from the north right-of-way line of Limmer Loop/County Road 164 (R.O.W. - 90') as described in Document Numbers 2003091326, 2003122454 & 2004013916 of the Official Public Records of Williamson County, Texas, for a southeasterly corner of the herein described tract;

THENCE, S 54°26'50" W, (Record S 54°24'34" W, 67.69 feet) coincident with the common line of said cutback and the 75.21 acre tract, a distance of 67.66 feet to a 1/2-inch iron rod with a cap stamped "CAPITAL SURVEY" found at the southwest end of said cutback, on the north right-of-way line of said Limmer Loop, for the most southerly corner of the 75.21 acre tract and the herein described tract;

THENCE, in a westerly direction, coincident with the common line of the 75.21 acre tract and said north right-of-way line the following three (3) courses;

1) N 77°59'09" W, a distance of 1,853.78 feet, (Record N 77°58'07" W, 1,853.78 feet) to a 1/2-inch iron rod with a cap stamped "CAPITAL SURVEY" found, for the beginning of a non-tangent curve of the herein described tract;

2) Curving to the left with a radius of 2,045.00 feet, an arc length of 263.41 feet, a central angle of 07°22'45", a chord bearing of N 81°41'48" W, (Record N 81°41'07" W) and a chord distance of 263.23 feet, (Record 263.10 feet) to a 1/2-inch iron rod with a cap stamped "CAPITAL SURVEY" found at the end of the curve,

3) N 81°58'29" W, a distance of 50.38 feet, (Record N 85°08'39" W, 50.28 feet) to a 1/2-inch iron rod with a cap stamped "CAPITAL SURVEY" found, on the east line of Lot 31, Block "B" of the aforementioned Carol Meadows Section 2 at a corner of said right-of-way line for the southwest corner of the 75.21 acre tract and the herein described tract;

THENCE, N 07°57'26" E, (Record N 07°57'26" E, 1,520.35 feet) coincident with the common line of the 75.21 acre tract and said Carol Meadows Section 2, a distance of 1,520.44 feet to the POINT OF BEGINNING and containing 80.371 acres of land, more or less

To WayMaker Ventures, LLC, a Texas limited liability company, Fidelity National Title Insurance Company and Western Title of Bandera, Inc.:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2018 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1-4, 7(a), 8, 11(observed evidence only), 14 and 18 of Table A thereof. The field work was completed on March 3, 2020.

Date of Plat or Map: January 8, 2021

DION P. ALBERTSON RPLS NO. 4983
BGE, INC.
7330 SAN PEDRO AVE., SUITE 202
SAN ANTONIO, TEXAS 78216
TELEPHONE: (210) 581-3800

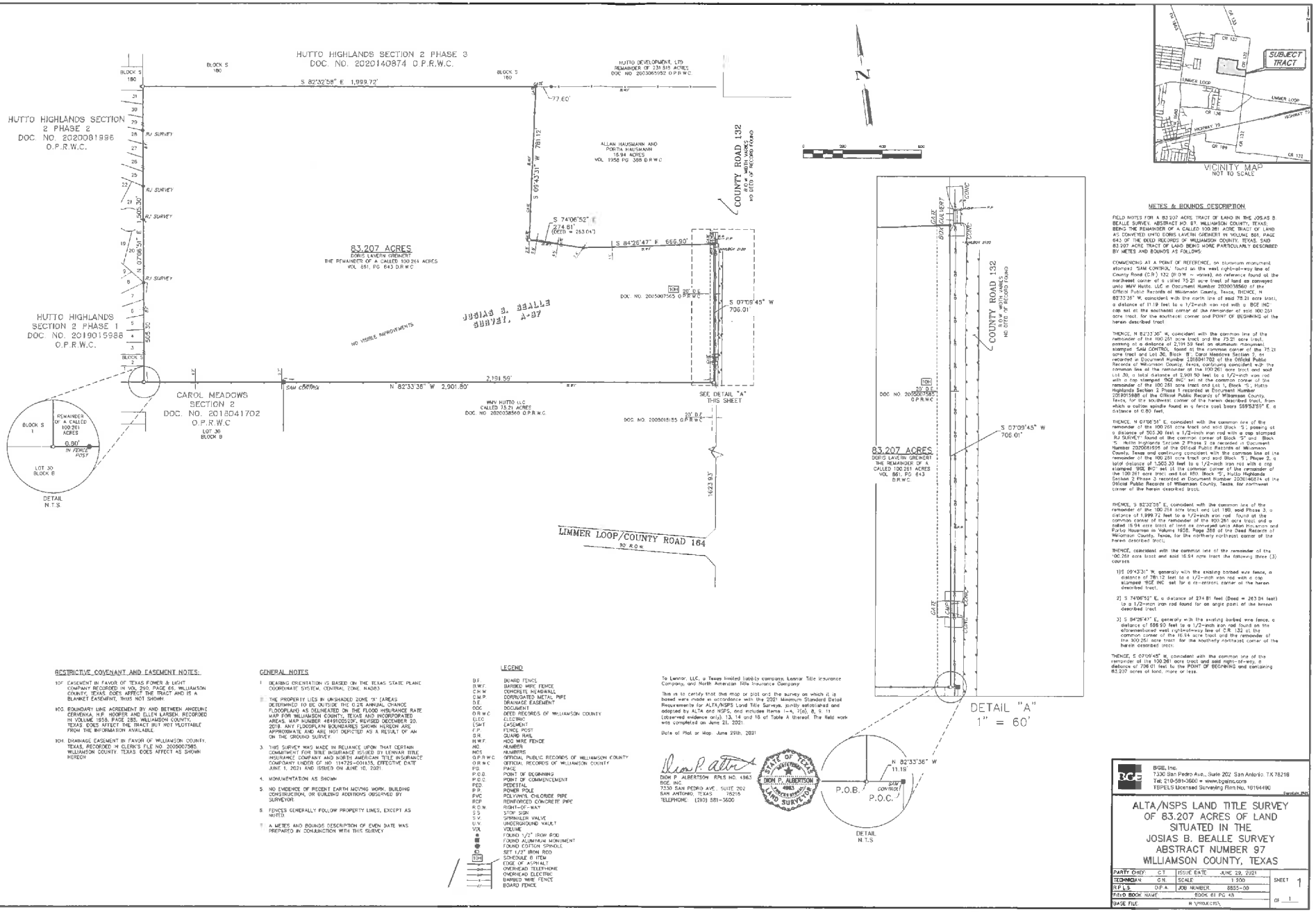
STATE OF TEXAS
DION P. ALBERTSON
4983
REGISTERED
PROFESSIONAL
LAND SURVEYOR

BGE, Inc.
7330 San Pedro Ave., Suite 202, San Antonio, TX 78216
Tel 210-581-3800 • www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10194490

ALTA/NSPS LAND TITLE SURVEY OF 80.371 ACRES OF LAND SITUATED IN THE JOSIAS B. BEALLE SURVEY ABSTRACT NUMBER 97 WILLIAMSON COUNTY, TEXAS

PARTY CHIEF	M.R.	ISSUE DATE	1/8/2021
TECHNICIAN	D.G.F.	REVISED DATE	N/A
R.P.L.S.	D.A.	SCALE	1"=100'
FIELD BOOK	47'-81-85	JOB NUMBER	7515-00
BASE FILE	G:\2021\Projects\Waymaker\7515-00-Fritz_Prelim		

SHEET 1 OF 1



METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 83.207 ACRES TRACT OF LAND IN THE JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97, WILLIAMSON COUNTY, TEXAS; BEING THE REMAINDER OF A CALLED 100.261 ACRE TRACT OF LAND AS CONVEYED UNTO DORIS LAVERN GRENDRY IN VOLUME 861, PAGE 643 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 83.207 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A POINT OF REFERENCE, an aluminum monument stamped "SAM CONTROL" found on the west right-of-way line of County Road (C.R.) 132 (R.O.W. – varies) and reference found at the northeast corner of a called 75.21 acre tract of land as conveyed unto WAY Hutto, LLC in Document Number 2020038560 of the Official Public Records of Williamson County, Texas, THENCE, N 82°33'36" W, coincident with the north line of said 75.21 acre tract, a distance of 11.19 feet to a 1/2-inch iron rod with a BGE INC. cap set at the southeast corner of the remainder of said 100.261 acre tract, for the southeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, N 82°33'36" W, coincident with the common line of the remainder of the 100.261 acre tract and the 75.21 acre tract, passing at a distance of 2,191.59 feet an aluminum monument stamped "SAM CONTROL" found at the common corner of the 75.21 acre tract and Lot 30, Block "B", Carol Meadows Section 2, as recorded in Document Number 2018041702 of the Official Public Records of Williamson County, Texas, continuing coincident with the common line of the remainder of the 100.261 acre tract and said Lot 30, a total distance of 2,901.80 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of the remainder of the 100.261 acre tract and Lot 1, Block "S", Hutto Highlands Section 2 Phase 1 recorded as Document Number 2019015988 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract, from which a cotton spindle found in a fence post bears S89°53'59" E, a distance of 0.80 feet;

THENCE, N 07°08'51" E, coincident with the common line of the remainder of the 100.261 acre tract and said Block "S", passing at a distance of 506.30 feet a 1/2-inch iron rod with a cap stamped "RJ SURVEY" found at the common corner of Block "S" and Block "S", Hutto Highlands Section 2 Phase 2 as recorded in Document Number 2020081986 of the Official Public Records of Williamson County, Texas and continuing coincident with the common line of the remainder of the 100.261 acre tract and said Block "S", Phase 2, a total distance of 1,505.30 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of the remainder of the 100.261 acre tract and Lot 180, Block "S", Hutto Highlands Section 2 Phase 3 recorded in Document Number 2020140874 of the Official Public Records of Williamson County, Texas, for northwest corner of the herein described tract;

THENCE, S 82°32'58" E, coincident with the common line of the remainder of the 100.261 acre tract and Lot 180, said Phase 3, a distance of 1,999.72 feet to a 1/2-inch iron rod found at the common corner of the remainder of the 100.261 acre tract and a called 15.94 acre tract of land as conveyed unto Allan Hausmann and Porita Hausmann in Volume 1958, Page 388 of the Deed Records of Williamson County, Texas, for the northerly northeast corner of the herein described tract;

THENCE, coincident with the common line of the remainder of the 100.261 acre tract and said 15.94 acre tract the following three (3) courses:

1) S 69°43'31" W, generally with the existing barbed wire fence, a distance of 781.12 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;

2) S 74°06'52" E, a distance of 274.81 feet (Deed = 263.04 feet) to a 1/2-inch iron rod found for an angle point of the herein described tract;

3) S 84°26'47" E, generally with the existing barbed wire fence, a distance of 666.90 feet to a 1/2-inch iron rod found on the aforementioned west right-of-way line of C.R. 132 at the common corner of the 15.94 acre tract and the remainder of the 100.261 acre tract, for the southerly northeast corner of the herein described tract;

THENCE, S 07°09'45" W, coincident with the common line of the remainder of the 100.261 acre tract and said right-of-way, a distance of 706.01 feet to the POINT OF BEGINNING and containing 83.207 acres of land, more or less.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

10F EASEMENT IN FAVOR OF TEXAS POWER & LIGHT COMPANY RECORDED IN VOL. 290, PAGE 66, WILLIAMSON COUNTY, TEXAS DOES AFFECT THE TRACT AND IS A BLANKET EASEMENT, THUS NOT SHOWN

10G BOUNDARY LINE AGREEMENT BY AND BETWEEN ANCELINE CERVENKA, H.P. HOOPER AND ELLEN LARSEN, RECORDED IN VOLUME 1858, PAGE 285, WILLIAMSON COUNTY, TEXAS DOES AFFECT THE TRACT BUT NOT PLOTTABLE FROM THE INFORMATION AVAILABLE

10H DRAINAGE EASEMENT IN FAVOR OF WILLIAMSON COUNTY, TEXAS, RECORDED IN CLERK'S FILE NO. 2005007565, WILLIAMSON COUNTY, TEXAS DOES AFFECT AS SHOWN HEREON

GENERAL NOTES

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83.
2. THE PROPERTY LIES IN UNSHADED ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48491C0535F, REVISED DECEMBER 20, 2019. ANY FLOODPLAIN BOUNDARIES SHOWN HEREON ARE APPROXIMATE AND ARE NOT DEPICTED AS A RESULT OF AN ON THE GROUND SURVEY.
3. THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY LENNAR TITLE INSURANCE COMPANY AND NORTH AMERICAN TITLE INSURANCE COMPANY UNDER GF NO. 114725-001435, EFFECTIVE DATE JUNE 1, 2021 AND ISSUED ON JUNE 10, 2021.
4. MONUMENTATION AS SHOWN
5. NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED BY SURVEYOR.
6. FENCES GENERALLY FOLLOW PROPERTY LINES, EXCEPT AS NOTED
7. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SURVEY

LEGEND

B.F.	BOARD FENCE
B.W.F.	BARBED WIRE FENCE
C.H.W.	CONCRETE HEADWALL
C.M.P.	CORRUGATED METAL PIPE
D.E.	DRAINAGE EASEMENT
DOC.	DOCUMENT
O.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.P.	FENCE POST
GR.	GUARD RAIL
H.W.F.	HOG WIRE FENCE
NO.	NUMBER
NOS.	NUMBERS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PED.	PEDESTAL
P.P.	POWER POLE
PVC	POLYVINYL CHLORIDE PIPE
RCP	REINFORCED CONCRETE PIPE
R.O.W.	RIGHT-OF-WAY
S.S.	STOP SIGN
S.V.	SPRINKLER VALVE
U.V.	UNDERGROUND VAULT
VOL.	VOLUME
●	FOUND 1/2" IRON ROD
■	FOUND ALUMINUM MONUMENT
●	FOUND COTTON SPINDLE
○	SET 1/2" IRON ROD
10H	SCHEDULE B ITEM
	EDGE OF ASPHALT
OHP	OVERHEAD TELEPHONE
OHE	OVERHEAD ELECTRIC
x	BARBED WIRE FENCE
	BOARD FENCE

To Lennar, LLC, a Texas limited liability company, Lennar Title Insurance Company, and North American Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1–4, 7(a), 8, 9, 11 (observed evidence only), 13, 14 and 16 of Table A thereof. The field work was completed on June 21, 2021.

Date of Plat or Map: June 29th, 2021

DION P. ALBERTSON RPLS NO. 4963
BGE, INC.
7330 SAN PEDRO AVE., SUITE 202
SAN ANTONIO, TEXAS 78216
TELEPHONE: (210) 581-3600

STATE OF TEXAS
DION P. ALBERTSON
4963
REGISTERED
PROFESSIONAL
LAND SURVEYOR

BGE, Inc.
7330 San Pedro Ave., Suite 202 San Antonio, TX 78216
Tel: 210-581-3600 ● www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10194490

ALTA/NSPS LAND TITLE SURVEY OF 83.207 ACRES OF LAND SITUATED IN THE JOSIAS B. BEALLE SURVEY ABSTRACT NUMBER 97 WILLIAMSON COUNTY, TEXAS

PARTY CHIEF:	C.T.	ISSUE DATE:	JUNE 29, 2021
TECHNICIAN	C.N.	SCALE	1:200
W.O.	O.F.A.	JOB NUMBER	8855-00
FIELD BOOK NAME		BOOK 81 PG 43	
BASE FILE		N:\PROJECTS\	

SHEET 1 OF 1

AGENDA ITEM REPORT
13.3.

To:	City Council
Subject:	Consideration and possible action relating to Texas Pollutant Discharge Elimination System (TPDES) Wastewater Permit Applications in the City of Hutto Extraterritorial Jurisdiction (Legal)
Meeting:	Thursday, July 11, 2024
Department:	Legal /
Staff Contact:	

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

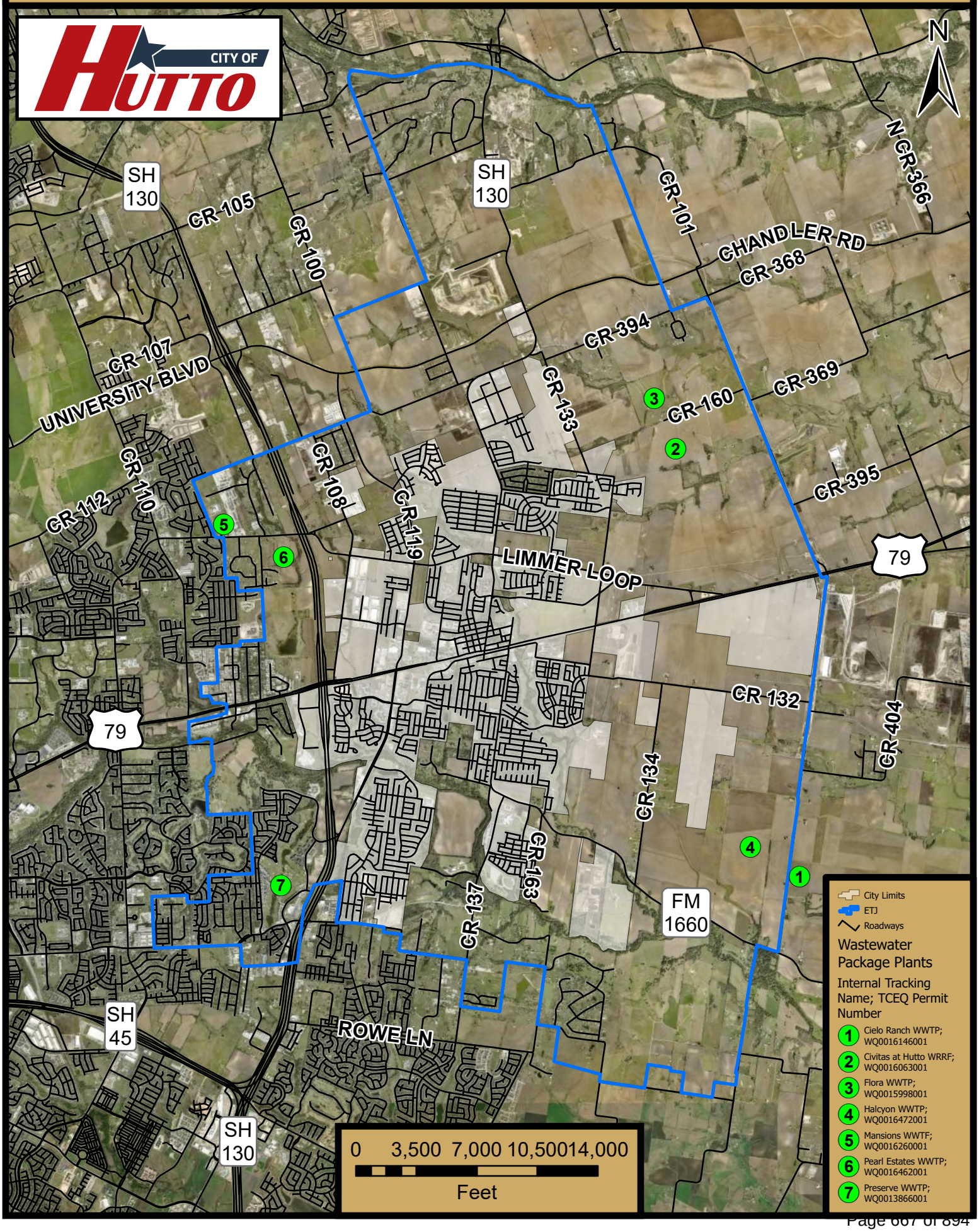
FISCAL NOTES:

At this time, there is no fiscal impact associated with this agenda item.

ATTACHMENTS:

1. Package_Plants
2. WW Package Plants 7.8.2024

Wastewater Package Plants



MAP #	AREA	NICKNAME	FOR	HELD BY
1	SE	CIELO	CIELO RANCH	WILCO MUD 45
2	NE	CIVITAS	CIVITAS	CIVITAS
3	NE	FLORA	FLORA	HUTTO 525
4	SE	HALCYON	HALCYON	HWY 3349
5	NW	MANSIONS	LIMMER LOOP	705 LIMMERLOOPJV
6	NW	PEARL ESTATES	HUTTO TRACT	LIMMER HOLDINGS
7	SW	PRESERVE	FOREST CREEK	SWWC UTILITIES

STATUS	STATUS DATE	CITY ACTION
TCEQ Meeting	April 24, 2024	Coord with Protestans
ACTIVE (APPROVED)	September 30, 2022	NONE
ACTIVE (APPROVED)	August 5, 2022	NONE
Amended Notice Sent	March 26, 2024	
Withdrew Application/now RR	March 28, 2024	NONE
Notice Sent/TCEQ Review	February 27, 2024	
ACTIVE (APPROVED)	March 11, 2024	NONE

AGENDA ITEM REPORT
14.1.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2024-138 authorizing the City Manager to execute an amendment to Individual Project Order (IPO), for professional services with Cobb, Fendley & Associates, LLC, in the amount of $989,563.11, for New Elevated Storage Tank (Cottonwood 2.0 MGD) (CIP W07-2024) (Matt Rector)
Meeting:	Thursday, July 11, 2024
Department:	Engineering /
Staff Contact:	Matt Rector

BACKGROUND INFORMATION:

On September 7, 2023 the City Council approved Resolution no. R-2023-199 regarding Rotation List for Utility Engineering professional services with five consulting firms as a mechanism for Construction Related Professional Services (engineering/architecture) where the City hires multiple firms based on demonstrated competence and qualifications to perform a general scope of services and makes individual assignments on a rotating basis.

On September 28, 2023 the City Council approved an Individual Project Order (IPO) with Cobb Fendley and Associates, Inc. for design and construction for a 2.0 million gallon (MG) elevated, composite (concrete and steel) elevated storage tank, yard piping, grading, access driveway, electrical, and SCADA components. This project is to be constructed on a lot located on Carl Stern Drive, approximately 450 feet northeast of Branson Boulevard.

The purpose of this item is to amend the agreement of the IPO with Cobb Fendley and Associates, Inc. design services to include additional scope.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

Series 2024 CO's
Account Number: 58-040-058-6709
Account Name: (W07) New Elevated Storage Tank

Actuals:

AGENDA ITEM REPORT
14.1.

Engineering/Design: $1,021,474
Engr/Design Amendment: $989,563
Total Engr/Design: $2,011,037

ATTACHMENTS:

1. New_Elevated_Storage_Tank
2. DRAFT_Resolution_Cobb-Fendley_New EST_Cottonwood_W07-2024_07.01.2024
3. IPO_Utilities_Cobb-Fendley_MSA 23-06B.9.12.23_Supplemental.6.26.24-signed (002)
4. Form 1295 Certificate 101187260
5. Certificate of Insurance for City of Hutto

New Elevated Storage Tank



RESOLUTION NO. R-2024-138

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING TASK ORDER IPO 23-06B-01 BETWEEN COBB FENDLEY AND ASSOCIATES, INC. AND THE CITY OF HUTTO IN THE AMOUNT OF $989,563.11 FOR PROFESSIONAL ENGINEERING SERVICES FOR THE NEW ELEVATED TANK (COTTONWOOD) PROJECT (CIP W07-2024); AUTHORIZING THE CITY MANAGER TO EXECUTE THE IPO; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to approve the Individual Project Order 23-06B-001 ("IPO"), attached as Exhibit A and incorporated herein by reference, in the amount of $989,563.11.00, in accordance with the provisions of the Master Services Agreement For Professional Consulting Services executed between the City of Hutto and Cobb Fendley and Associates, Inc.; and

WHEREAS, the IPO provides materials testing services for the New Elevated Storage Tank (Cottonwood 2.0 MGD) Project (CIP W07-2024); and

WHEREAS, the City Council desires to authorize the City Manager to execute the IPO, attached as Exhibit A.

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

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

Section 2: That the Hutto City Council hereby approves and authorizes the City Manager to execute the IPO, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

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

Section 4. This Resolution shall take effect immediately upon its passage.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 11th day of July 2024 on vote of __AYES; ___NAYS; __ABSTENTIONS

City of Hutto, Texas

_____
Mike Snyder, Mayor

ATTEST:

_____
Laura Hallmark, City Secretary

TASK ORDER #23-006B-001

Proposed UTILITIES ROTATION LIST

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

1. Background Data
   a. Effective Date of Task Order #23-006B-001: September 21, 2023
   b. Owner: City of Hutto
   c. Vendor: COBB, FENDLEY & ASSOCIATES, INC

Specific Project (title): CIP Project No. W-007 Cottonwood 2MG Elevated Storage Tank and Cottonwood Water Transmission Main

1) Supplemental scope of services for preliminary, design, bid, and construction phase services for the *Cottonwood Water Transmission Main* and additional survey services for *Cottonwood 2.0 MG EST* (Project).

The project includes design and construction for a 2.0 million gallon (MG) elevated, composite (concrete and steel) elevated storage tank, yard piping, grading, access driveway, electrical, and SCADA components. This project is to be constructed on a lot located on Carl Stern Drive, approximately 450 feet northeast of Branson Boulevard. The project also includes design and construction for approximately 5,750 linear feet of 30-inch water transmission main to connect to the proposed Cottonwood Elevated Storage Tank and the Megasite Waterline (CIP No. W-006A).

The project will include the following services. Refer to Attachment A for Scope and Fee.

a. Preliminary Engineering
b. Survey
c. Engineering Design
d. Permitting
e. Bid Phase Services
f. Construction Phase Services

2. Fee: NTE Original Task Order – $1,023,711.93
Supplemental No. 1 – $989,563.11

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 **July 12**, 2024 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 {#23-006B-001} is September 21, 2023.

OWNER:	CONSULTANT:
By:	By: Julie Hastings
Print Name:	Print Name: Julie Hastings, PE
Title: _____	Title: Principal

Attachment A
Supplemental No. 1 to Task Order #23-006B-001
CIP Project No. W-007 Cottonwood 2MG Elevated Storage Tank
June 26, 2024

Cottonwood EST – Supplemental for addition of 24"/30" Water Transmission Main

Cobb, Fendley & Associates Inc. (CobbFendley) is pleased to present the following supplemental to the City of Hutto (City) for preliminary, design, bid, and construction phase services for approximately 6,200 linear feet of 30-inch and 24-inch water transmission main to connect the proposed Cottonwood Elevated Storage Tank to the Megasite Waterline (CIP No. W-006A). This project is to be constructed in a proposed 30-ft water/wastewater easement along the east side of the future corridor of County Road 132 from the Megasite waterline connection to Branson Blvd, and then in right-of-way along Branson Blvd and Carl Stern Dr to the Cottonwood 2MG elevated storage tank.

The project limits are shown in **Exhibit A**.

Basic Services

The following sections detail the anticipated scope of services for this project.

I. Preliminary Phase

A. Administrative

1. Project Management. This task consists of efforts associated with project administration, coordination with City Staff, coordination and supervision of the project team, invoicing, and quality management. Assumed 2 months.

B. Preliminary Engineering

1. Preliminary Design Conference with City. CobbFendley will conduct a preliminary design conference with the City. This conference will involve review of the scope of the project, discussion of the project location, and other information pertinent to this project. This proposal assumes 4 months for preliminary engineering phase. CobbFendley will prepare the agenda and record meeting minutes.

2. Internal Design Kick-off. CobbFendley will conduct a kickoff meeting with the design team and teaming partners.

3. Site Visit. Conduct a site visit to investigate site conditions, observe and discuss data that will affect the overall design and construction.

4. Preliminary Schematic (2 sheets). CobbFendley will prepare a 24"x72" schematic roll plot showing the proposed water transmission main alignment based on the preliminary design conference described in item I.B.1 and findings from the site visit described in item I.B.2. Assumed 2 sheets.

5. Preliminary Design Workshop. CobbFendley will conduct a preliminary design workshop to review the preliminary engineering findings and design recommendations. CobbFendley will prepare the agenda and record meeting minutes.

C. Geotechnical Services. CobbFendley will coordinate with Arias & Associates, Inc. (Arias) for geotechnical engineering services. See proposal from Arias dated May 7, 2024. Geotechnical services are anticipated to be fulfilled approximately 9 to 10 weeks from formal authorization and assuming right of entry is provided.

D. Environmental Services. CobbFendley will coordinate with aci environmental consulting, llc (aci) for environmental services. See proposal from aci consulting dated June 3, 2024.

E. Right-of-Entry (ROE) and Right-of-Way (ROW) Services. CobbFendley will coordinate with 7Arrows Land Staff (7Arrows) for ROE and ROW services. See proposal from 7Arrows dated May 29, 2024.

F. Survey Services.

1. **Document Preparation – Sketch/Plat and Metes and Bounds Description**

a. CobbFendley Survey understands the City of Hutto is requesting survey documents necessary for the construction of a 30-inch water transmission main:

b. CobbFendley Survey understands the project limits will traverse one (1) tracts of land with one (1) individual landowner. Williamson County PID # R021032.

c. CobbFendley will prepare one (1) Permanent Easement descriptions and one (1) Temporary Construction Easement Metes and bounds Description, and Sketch for the site listed above.

d. These documents will be in accordance with the Texas Society of Professional Surveyors (TSPS), Manual of Practice for Land Surveying in the State of Texas - Category 6, Condition II.

e. CobbFendley will NOT monument the corners of the Permanent Easements as described by the metes and bounds.

f. CobbFendley will perform a field survey in accordance with and meeting the requirements of the Texas Society of Professional Surveyors (TSPS), Manual of Practice for Land Surveying in the State of Texas – Category 1B, Condition I and the minimum survey standards promoted by the Texas Board of Professional Engineers and Land Surveyors.

g. CobbFendley will research public records pertinent to the subject and adjoining tracts.

h. CobbFendley will order a current Ownership and Easement Report for the subject property.

i. Sketch/Plat and Metes and bounds description will be signed and sealed by a Texas Registered Professional Land Surveyor.

The following surveyor's certificate will be used on the survey drawing:

THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND [FILL IN DATES OF ALL FIELD WORK], BY ME OR UNDER MY SUPERVISION, THAT THIS SURVEY PLAT REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY, AND THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, STANDARD LAND SURVEY.

2. **Topographic Survey**

a. A field survey will be performed meeting the requirements of a TSPS Category 6, Topographic Land Survey and the minimum survey standards promoted by the Texas Board of Professional Land Surveyors

b. CobbFendley will perform a topographic survey for an approximately 80' wide, 6,200' long corridor. Elevations will be taken on a 50-foot grid pattern and will include grade breaks, ditches, and flowlines.

c. Topographic Survey will include additional survey for the Cottonwood EST site understood to be an approximately 500'x450' tract, with an additional 350'x125 or natural drainage channel, all out of a lot located on Carl Stern Drive, approximately 450 feet northeast of Branson Boulevard

d. CobbFendley will locate all visible site improvements, including but not limited to utilities, buildings, curb and gutter, pavement, landscaping, and fences within the project limits.

e. CobbFendley will locate trees eight (8) inches in diameter and greater. A tree list including tag number, size (diameter in inches), and species will be provided with the survey deliverables.

f. CobbFendley will locate visible above grade utilities and improvements within the project area. Underground site utilities will not be collected for this survey.

g. CobbFendley will collect flow line elevation data for storm and sanitary manholes, drop inlets, and curb inlet lengths and flow lines, and top of nut elevations for valves within the project area.

h. CobbFendley will prepare a plat of survey (Topographic Survey Map) reflecting the results of the Topographic and Tree Survey and will be available in electronic form (AutoCAD Civil 3D).

i. Contours will be shown at one (1) foot intervals.

EXCLUSIONS FROM THE SURVEY SCOPE OF SERVICES

Specific items excluded from this proposal are as follows, and CobbFendley shall have no responsibility to perform any of these services.

- CobbFendley assumes that one (1) Ownership and Easement Report (title) will be sufficient to cover each subject tract. However, if it is determined that the subject tract is located within multiple parcels, additional reports may be required at an additional fee.
- Permitting fees in addition to the application fee related to potential lane closures or requirements not accounted for herein.
- Subdivision Platting. A revised estimate can be provided should those standards be required.
- Surveyor will not provide opinions as to adequacy, on legal or title issues.
- The survey will not address compliance or assessment of existing utilities, wetland determinations, fault lines and/or environmental assessments that are beyond the surveyor's expertise.
- The survey will not include any references to lease agreements, oil, gas and other mineral rights or matters that are strictly contractual and items which cannot be located upon the subject tract by physical description. Those matters are given constructive notice in a title commitment and must otherwise be addressed by the parties involved and/or addressed by legal counsel.
- Flood elevation certificates.
- Excavation of utilities.

- "Standard traffic control" is performed by CobbFendley and is included in our standard rates. "Standard traffic control" can be described as short-term lane closure necessary for manhole entry or access to utility features located in the roadway. Should 'non-standard' traffic control be required (lane closures, police officer present, arrow board, etc…) these services will be considered extra.
- Any other service not specifically included within the description of the Scope of Services as described above.

G. Subsurface Utility Engineering (SUE) Services

The purpose of this SUE investigation is to assist in determining the presence and location of existing subsurface utilities for the Cottonwood Transmission Main project, in Hutto, Texas, and includes **SUE Quality Level B Utility Designating** within the dark blue highlighted area shown on the SUE scope exhibit further down, and **SUE Quality Level A Test Holes** at **three (3) locations** to attempt to expose specified utility lines within the project limits. QLA test hole locations and target utilities will be determined after preliminary engineering phase is complete.

When performing this type of work CobbFendley typically follows ASCE 38-22 "Standard Guideline for Investigating and Documenting Existing Utilities"- see below.

Utility Quality Levels are defined in cumulative order (least to greatest):
Quality Level D - Existing Records: Utilities are plotted from review of available existing records.
Quality Level C - Surface Visible Feature Survey: Quality Level "D" information from existing records is correlated with surveyed surface-visible features.
Quality Level B - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications may be referenced to established survey control. Additional description of services, methodology and equipment is below.
Quality Level A - Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility/environment data.

It is anticipated that for this project, CobbFendley will provide **Quality Level A, B C & D SUE** information and that authorization will be provided for all scope of work at the same time and all scope of work can be conducted in a single mobilization. SUE investigations are conducted for engineering design purposes and are not intended to be used for construction clearing purposes.

1. **Utility Records Research and Surface Feature Survey (SUE Quality Level C/D)**

a. Coordinate with the City to schedule work. The City will provide permission or permits to perform work on site.

b. CobbFendley will contact local municipalities, counties, utilities, pipeline operators, and Texas Railroad Commission to request available maps/records/as-builts and information. The City will provide as-builts for utilities that they have gathered or received.

c. CobbFendley will provide a survey of utility surface features within the project SUE limits and CAD to draft the surveyed information onto a project base map.

2. **Utility Designating (SUE Quality Level B)**

a. CobbFendley will schedule designating of utilities once sufficient records have been obtained. CobbFendley will coordinate with the City and property owners, as needed, to schedule work. Right of entry will be provided by others. CobbFendley will secure appropriate right-of-way permitting for work in the roadway right-of-way.

b. CobbFendley will designate (record and mark) the horizontal location of the existing detectable utilities using surface geophysical techniques, within the specified area. Detectable utilities are typically utilities that are conductive or internally accessible with a traceable fish tape or sonde. Water and communication vaults can be investigated from above ground, if accessible. Cobb Fendley will not enter buried power vaults or manholes for safety reasons. Existing storm drainage and wastewater is typically mapped to QLC/D standards only, when pipe size, depth and slope can be determined from manhole invert data. Individual utility service lines and irrigation systems will not be mapped.

c. Under ideal circumstances nonconductive buried lines can be investigated successfully with Ground Penetrating Radar (GPR). Soil conditions in Texas are, however, generally not suitable for GPR. CobbFendley has had success using GPR for SUE work, but non-conductive features can remain undetected.

d. A non-water base paint, utilizing the APWA color code scheme and pin flags will be used on all surface markings of underground features.

e. CobbFendley will provide a survey of SUE Quality Level B surface markings within the project SUE limits and CAD to draft the surveyed information onto a project base map.

f. CobbFendley will correlate utility records with designating field work and resolve discrepancies using professional judgment.

g. CobbFendley will prepare a SUE Quality Level B sealed deliverable for this project.

3. **Vacuum-Excavation - Test Holes (SUE Quality Level A)**

To determine the exact location and elevation of utilities on the project, CobbFendley will efficiently excavate **three (3) SUE Quality Level A test holes** at the locations identified during the preliminary engineering phase, within the project limits. CobbFendley will excavate the test holes using air (or water) vacuum excavation. Utility test holes would be completed as follows:

a. CobbFendley will comply with policies for the **prevention of underground utility damage** (i.e., one-call system).

b. CobbFendley will coordinate with the City, property owners and utility owners, as needed, to schedule work, and scheduling is subject to utility owner's approval and schedule for utility owner's field representative supervision, if required by utility owner. CobbFendley will obtain any right-of-way permitting required to perform excavation work at the site. Test hole locations are assumed to be accessible by vacuum excavation truck using normal access methods – no matting, grading, or clearing required.

c. CobbFendley will expose utilities using non-destructive air (or water, when necessary) vacuum excavation. CobbFendley accepts no responsibility for contaminated soil should they be encountered during excavation. CobbFendley does not take ownership of any excavated material. Depending on site soil conditions, utilities may not be able to be exposed using non-destructive excavation and excavation will not continue when impenetrable soil conditions are encountered. Test holes that are unsuccessful due to impenetrable soil conditions will be invoiced at the specified contract rate. CobbFendley will make every effort to locate utility targets that are not detectable but is not responsible for unsuccessful test holes on non-detectable utilities. Test holes are assumed to be no deeper than 12 feet.

d. CobbFendley will measure and record (as possible, depending on digging conditions) the depth of the utility at critical locations, as well as recording of utility size, utility material, utility condition and type of soil around the utility as well as any surface pavement type and thickness.

e. CobbFendley will backfill the hole with excavated material, mechanically compacted in lifts. The cost associated with any specialized backfill required by the jurisdiction, for any reason, will be the responsibility of the City and the City agrees to cover the cost of said required specialized backfill order and delivery by a third party.

f. CobbFendley will provide a survey of utility test holes and drafting of test hole data for the CAD deliverable in this scope of work.

g. CobbFendley will provide engineer-sealed 8.5"x11" Quality Level A SUE Test Hole Data Sheet deliverables - showing utility coordinates, elevation, depth, size and line material, condition of the line, depth of pavement surface and type of soil for each location.

h. It is anticipated that SUE Quality Level A may require ROW permitting and the estimated cost for this has been included in this fee estimate.

i. SUE Quality Level A may require traffic control, and the estimated cost for this has been included in this fee estimate.

j. It is anticipated that SUE Quality Level A may require pavement cutting and repair and the estimated cost for pavement cutting or repair has been included in this fee estimate.

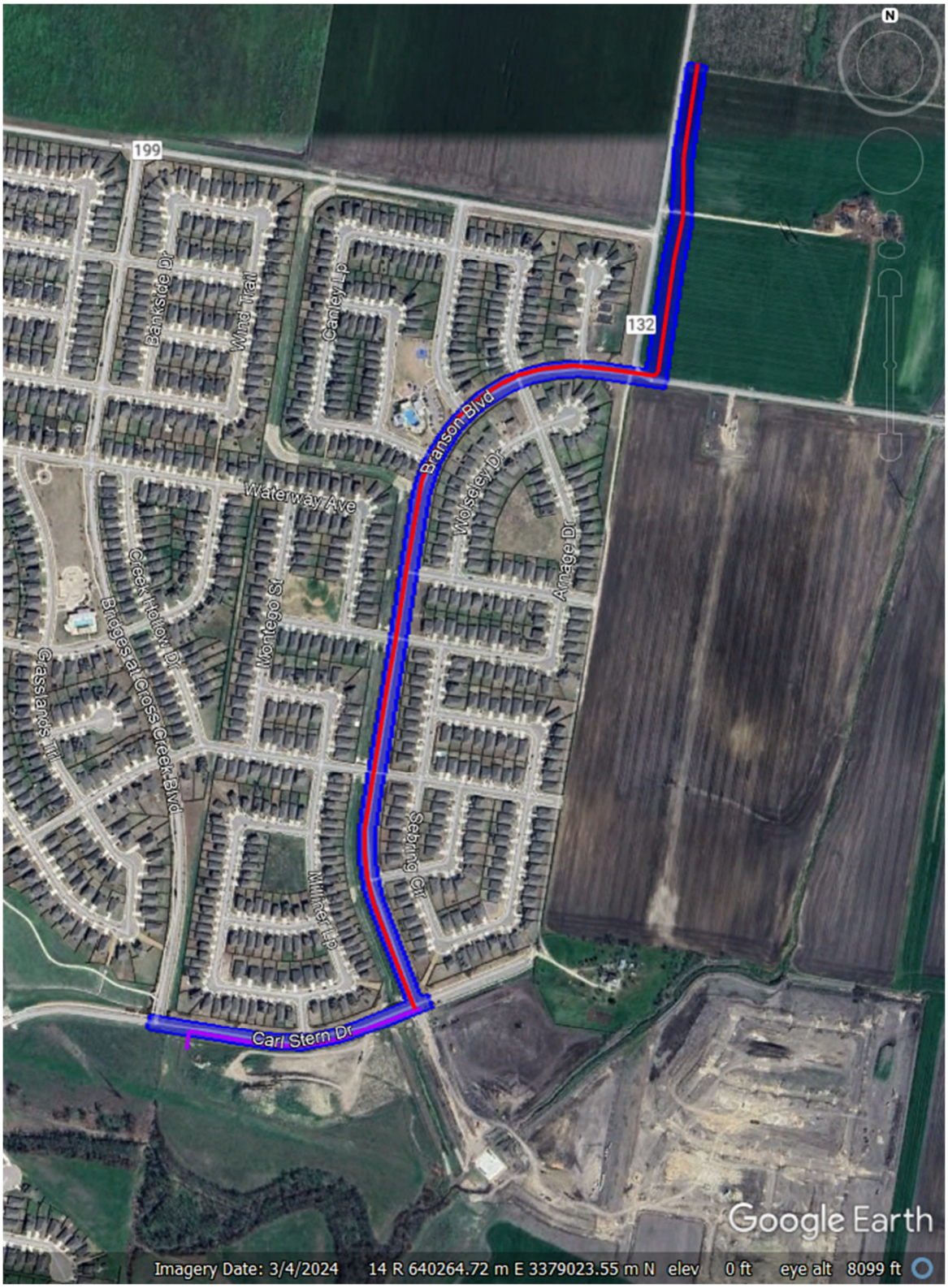
SUE Limitations

Above ground geophysical techniques cannot guarantee to find all buried utility lines. This is particularly true when GPR is being used in unfavorable conditions. Soil conditions in most parts of Texas are not conducive to GPR use (the USDA Natural Resource Conservation Service maps show the suitability of soil for GPR use as low), as a result its effectiveness in finding buried utilities is limited.

CobbFendley will perform subsurface utility engineering in accordance with ASCE 38/22 Standard Guidelines for the Collection and Depiction of Subsurface Utility Data. Cobb, Fendley and Associates, Inc. will exercise all reasonable and customary care in the performance of SUE and Survey services, realizing efficient design and ultimately the safety of all personnel is a prime consideration in the detection and mapping of subsurface utility features which may conflict with proposed construction. However, a possibility exists that some utilities may not be detected and/or mapped using standard SUE procedures previously described. While uncommon, utilities possessing these characteristics can be missed while using the standard SUE procedures: utilities buried excessively deep, beyond detection limits of standard locating equipment, abandoned utilities, utilities with no apparent surface features and no records available, non-conductive utilities, and utilities buried in soil unsuitable for GPR detection.

Construction contractor(s) shall call One Call before excavating as required by Texas Law.

SUE Scope Exhibit



II. Design Phase

A. Administrative

1. Project Management. This task consists of efforts associated with project administration, coordination with City Staff, coordination and supervision of the project team, invoicing, and quality management This proposal assumes 12 months for design phase.

    a. Progress Reports. CobbFendley will prepare bi-weekly progress reports detailing recent activity, upcoming activity, and future anticipated activity.

2. Progress/Coordination Meetings. Unless otherwise noted, this proposal assumes that the meetings in this section will be held virtually.

    a. Design Phase Review Meetings. CobbFendley will attend design review meetings with the City. The meetings will follow the 30%, 60%, 90%, and 100% design submittals. CobbFendley will prepare the agenda and record meeting minutes. This proposal assumes four (4) meetings.

    b. Monthly Coordination. CobbFendley will attend monthly coordination meetings with the City Project Manager. This proposal assumes 12 months for the design phase. CobbFendley will prepare the agenda and record meeting minutes.

    c. Internal Coordination. CobbFendley will conduct internal coordination meetings with the project team as required to advance the development of the project. This proposal assumes weekly meetings for the duration of the design phase.

    d. Project Schedule. CobbFendley will develop and maintain a critical path project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables. CobbFendley will include the most current schedule as part of the Progress Reports to the City.

B. Plan, Specifications, and Estimate (PS&E)

3. Plans. CobbFendley will prepare the construction plans for the project. The plans will be prepared per the current City of Hutto standards and format. This proposal assumes that all plan sheets will be 11”X17”. The following list details the different components of the plans that will be included for each submittal.

    a. Cover and Index Sheets. CobbFendley will prepare a cover and index sheet for the 30%, 60%, 90%, and 100% design plans.

    b. General Notes Sheets. CobbFendley will prepare sheets containing pertinent general notes for the 60%, 90%, and 100% design plans. This proposal assumes that City of Hutto general notes will be utilized for this project.

    c. Soil Boring and Test Hole Map. (1 Sheet) This sheet will be included in the 60%, 90%, and 100% design plans. The sheet will be 1”=20’ scale. Soil borings will be performed by Arias. Test holes will be performed by CobbFendley.

    d. Survey Sheet. (1 Sheet) This sheet will be included in the 60%, 90%, and 100% design plans. The sheet will be 1”=20’ scale. Survey controls will be provided by CobbFendley.

    e. Overall Layout (1 Sheet) Prepare an overall reference sheet to scale.

f. Traffic Control Plan (32 Sheets). Prepare 11"x17" traffic control plan sheets at 60%, 90% and 100% submittals. This proposal assumes traffic control phasing will be required to minimize impacts to residents. The sheets will be 1"=20' scale. Assumes up to 32 sheets.

g. Erosion and Sedimentation Control Plan (8 Sheets). CobbFendley will prepare a sheet showing erosion and sedimentation controls of the site for the 60%, 90%, and 100% design plans. The sheet will be 1"=40' scale. Assumes 8 sheets.

h. Water Plan and Profile (16 Sheets). Prepare plan sheets at 30% submittal and plan and profile sheets at 60%, 90%, and 100% submittals for the proposed water transmission main at a scale of 1" = 40' on 11"x17" plan sheets, with a true half size. Assumes 16 sheets.

i. Restrained Joint Lengths (1 Sheet). Prepare a sheet showing restrained joint lengths required at fittings and valves. Assumes 1 Sheet.

j. Detail Sheets (15 Sheets). CobbFendley will include standard detail sheets. City of Hutto standard details will be used. If City of Hutto details are not available, City of Georgetown standard details will be used. If City of Georgetown details are not available, City of Austin details will be used. Where these details are unavailable, special details will be drafted. This proposal assumes 15 sheets.

k. Stormwater Pollution Prevention Plan (SWPPP). CobbFendley will prepare a stormwater pollution prevention plan.

l. Utility Coordination. CobbFendley will coordinate with utility owners identified during SUE investigation and work to avoid potential conflicts with other utilities. This proposal assumes CobbFendley will not coordinate the relocation of existing utilities.

m. Williamson County Coordination. CobbFendley will coordinate with Williamson County Road Bond program representatives and partners to avoid potential conflicts with upcoming roadway projects in the area. To our knowledge, there are three roadway projects at CR 132 and Branson Blvd that may or may not be happening concurrently. This proposal assumes that CobbFendley will obtain design files and plans at each project's 30%, 60%, 90%, and 100% submittals for incorporation into the water transmission design. Adjustments to the water transmission design may be necessary depending on updates to the roadway projects.

n. Design calculations. Perform design calculations as necessary, including restrained joint calculations.

2. Front End Documents. CobbFendley will prepare front-end documents for incorporation into a project manual. This proposal assumes that the City will provide the necessary front-end documents to be used for bidding. Front end documents will be included in the project manual at the 90% and 100% submittals.

3. Specifications. CobbFendley will prepare and compile technical specifications, special provisions, and special specifications as required for inclusion into the project manual. A table of contents will be included with the 30% and 60% submittals, and standard specifications, special provisions, and special specifications will be included with the 90% and 100% submittals. This proposal assumes that the most recent City of Hutto and City of Georgetown specifications, as available and relevant, will be used for the project.

4. Quantity Take-off, Estimate, and Bid Form. CobbFendley will prepare a quantity take-off and cost estimate for the 30% (+/- 25%), 60% (+/- 10%), 90% (+/- 5%), and 100% submittals. CobbFendley will utilize historical bid prices including recent running average bid prices from the City of Hutto, City of Georgetown, and City of Austin.

5. QA/QC. CobbFendley will conduct quality reviews of each submittal item prior to the 30%, 60%, 90%, and 100% submittals.

6. Submittal Packages to the City (4). CobbFendley will prepare and submit plans (11"X17"), specifications, and cost estimates for the 30%, 60%, 90%, and 100% submittals. CobbFendley will provide electronic copies in PDF format. For each submittal, CobbFendley will prepare a "Comment Response" document which contains a response to each comment from the previous submittal.

7. Permitting. CobbFendley will coordinate with City of Hutto to obtain permit approvals as required. This proposal excludes permit application fees, if required.

EXCLUSIONS FROM THE ENGINEERING SCOPE OF SERVICES

The services listed below are not included in this proposal. Should the City decide to include these services in the scope of this project, additional fee negotiation between the City and CobbFendley will be needed.

- Utility Coordination for the relocation of existing utilites. This proposal assumes utility coordination involving the relocation of other existing utilities will not be needed.

III. Bid and Construction Phase

A. Bid Phase Services

This proposal assumes that the transmission main project will be bid together with the 2.0MG Elevated Storage Tank project as one bid package. The following are additional services for the transmission main.

1. Addenda. CobbFendley will prepare addenda resulting from clarifications to questions from interested bidders. This proposal assumes up to one (1) addendum. The City will distribute all addenda.

B. Construction Administration Services

This proposal assumes that the transmission main project will be constructed concurrently with the 2.0MG Elevated Storage Tank project following the bid phase. The following are additional services for the transmission main.

1. Conformed Documents. Upon completion of the bid process and execution of the contract, CobbFendley will prepare a set of conformed documents integrating changes made by addenda during the bid process and inserting the bid documents. CobbFendley will provide both hard copies (three copies of each document) and electric copies of the conformed documents to the City.

2. Site Visits. CobbFendley will attend monthly construction/progress meetings on site to observe the progress and quality of the executed work related to the transmission main project and to determine, in general, if the work is proceeding in accordance with the Contract Documents and matches regular payment requests. In performing these services, CobbFendley shall not be held responsible for the performance of the contractor, nor be held responsible for the actual supervision of construction operations. CobbFendley will prepare and submit a construction site observation report to the City for each site visit. This proposal assumes 12 site visits held separately from the 2.0MG Elevated Storage Tank project.

3. Change Orders. CobbFendley will assist the City in reviewing change order documentation provided by the contractor and provide feedback based on conformance with plans and specifications. This proposal assumes three (3) change orders related to the transmission main project.

4. Requests for Information (RFIs). CobbFendley will respond to Contractor requests for information. CobbFendley will issue drawing revisions as required. Drawing revisions resulting from change of scope of project will be prepared as an additional service. This proposal assumes 12 RFIs related to the transmission main project.

5. Contractor Submittals. CobbFendley will review contractor submittals. This proposal assumes that the contractor's submittals will be in accordance with the contract documents, and that the contract documents will include the provision that submittals will only be reviewed twice. Subsequent reviews will be conducted at the expense of the Contractor. This proposal assumes 30 contractor submittals related to the transmission main project. CobbFendley will maintain the submittal log.

6. Final Walkthroughs. CobbFendley will conduct, in company with the City, a substantial completion inspection and a final inspection of the Project for compliance with the Contract Documents, and submit recommendations concerning project status, as it may affect the City's final payment to the contractors. CobbFendley will review the final punch list prepared by the City inspector.

7. Record Drawings. CobbFendley will prepare record drawings for the transmission main project based on contractor and/or City redlines as verified by the City inspector and deliver .dwg and .pdf documents to the City.

REIMBURSABLES / REPRODUCTIONS

Reproduction of documents, shipping and mailing expenses, travel expenses such as mileage for automobile travel, and any other disbursements, application fees, etc., made on behalf of the City, shall be invoiced and reimbursed as described in the Master Services Agreement.

EXCLUSIONS FROM THE BID AND CONSTRUCTION ADMINISTRATION SCOPE OF SERVICES

The services listed below are not included in this proposal. Should the City decide to include these services in the scope of this project, additional fee negotiation between the City and CobbFendley will be needed.

- Geotechnical Construction Administration. Construction Material Testing is not included in this proposal.

- Construction Inspection. On site representative or construction inspection services are not included in this proposal.

Proposed Fee

We propose to perform the services listed above for a lump sum fee of $956,302.11. **Exhibit C** shows a detailed fee breakdown.

Supplemental No. 1 Fee Summary	
Cottonwood EST - 24"/30" Water Transmission Main	
Preliminary Engineering Phase	$219,563.94
Design Phase	$609,345.79
Bid and Construction Phase	$160,653.38
Supplemental No. 1 Total	$989,563.11

EXHIBIT A
Project Location

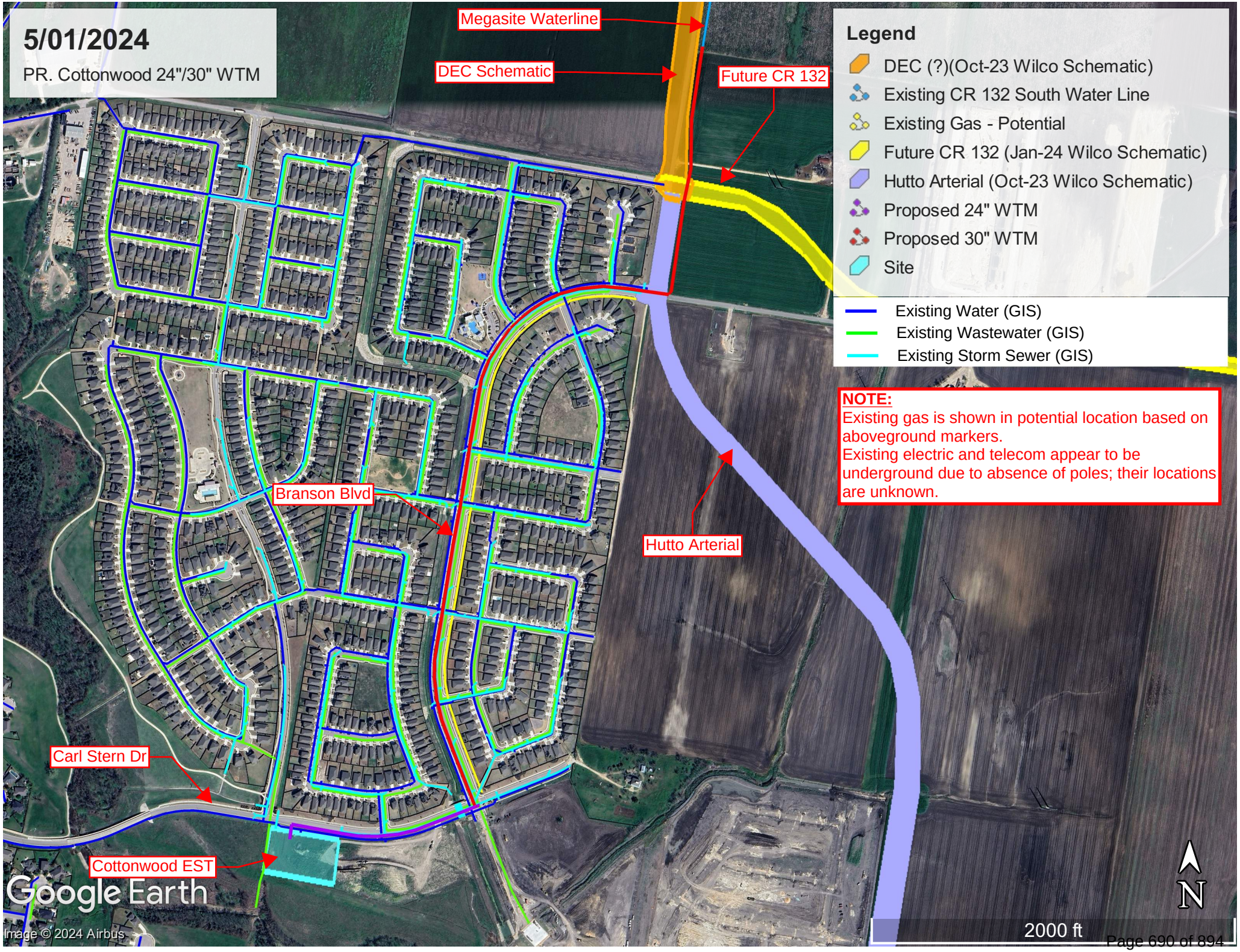

5/01/2024
PR. Cottonwood 24"/30" WTM
Megasite Waterline
DEC Schematic
Future CR 132
Legend
DEC (?)(Oct-23 Wilco Schematic)
Existing CR 132 South Water Line
Existing Gas - Potential
Future CR 132 (Jan-24 Wilco Schematic)
Hutto Arterial (Oct-23 Wilco Schematic)
Proposed 24" WTM
Proposed 30" WTM
Site
Existing Water (GIS)
Existing Wastewater (GIS)
Existing Storm Sewer (GIS)
NOTE:
Existing gas is shown in potential location based on aboveground markers.
Existing electric and telecom appear to be underground due to absence of poles; their locations are unknown.
Branson Blvd
Hutto Arterial
Carl Stern Dr
Cottonwood EST
Google Earth
Image © 2024 Airbus
N
2000 ft

EXHIBIT B
Subconsultant Proposals

May 29, 2024

CobbFendley
Attn: Kristen Van Hoosier, P.E.
KVanHoosier@cobbfendley.com

Re: City of Hutto
2.0MG Elevated Storage Tank and Water Transmission Main
Land Rights Acquisition Services

SCOPE OF SERVICES

GENERAL: The City of Hutto has real estate impacts associated with the 2.0MG Elevated Storage Tank and Water Transmission Main Project (the Project) which will include appraisal and real estate acquisition services. 7Arrows Land Staff, LLC (7Arrows) shall provide a variety of services to support CobbFendley and the City of Hutto in execution of the project including appraisal and land rights acquisition services. 7Arrow's services may also include, as directed by the City, assistance with open houses or similar meetings with the public, presentations to all approval authorities, and other real estate and property work that may be needed from time to time to support the timely execution of the project.

BASIC SERVICES: 7Arrows shall render the following professional services in connection with the development of the Project.

1. Pre-Acquisition Services ***(Only for Water Transmission Main Project)***

   a) Research preliminary ownership and county tax information.

   b) Prepare and obtain any Rights of Entry necessary for surveying, geotechnical investigations, and environmental services.

2. Title Services

   a) Review preliminary title commitment (Schedules A, B & C) or preliminary title search information for all properties.

   b) Secure title commitments and updates in accordance with insurance rules and requirements for parcel payment submissions for properties which will be acquired in fee simple and for ROW easements.

   c) Secure title insurance for all parcels, insuring acceptable title. Cure all exceptions on Schedule C, when applicable. Written approval by City will be required for any exceptions to coverage.

   d) Attend closings and provide closing services in conjunction with Title Company for all tracts.

e) Record all original instruments immediately after closing at the respective County Clerk's Office.

f) Research title and provide Condemnation Title Report to legal counsel for property rights that will be acquired through Eminent Domain. (See item 7 below)

3. Appraisal Services

a) Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel.

b) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.

c) Finalize complete appraisal report for each parcel. These reports shall conform to the City's policies and procedures along with the Uniform Standards of Professional Appraisal Practice.

d) All completed appraisals will be administratively reviewed and approved by the City.

e) Appraisal fee could be adjusted based on complexity of evaluation within range provided in Fee Schedule.

4. Negotiation Services

a) Analyze appraisal reports and confirm approved value prior to making offer for each parcel.

b) Analyze preliminary title report to determine potential title problems and propose methods to cure title deficiencies. (Exhaust all efforts to obtain subordinations of liens, waiver of lienholders and clear any title, if 7Arrows staff cannot cure title through standard practices, the City will be responsible for obtaining legal counsel to remedy any tile deficiencies as required by title or alternatively, may elect to close the easement without a title policy).

c) Prepare the initial offer letter and any other documents required or requested by the City in an acceptable form.

d) Contact each property owner or owner's designated representative and present the written offer in person where practical. When owners do not wish to have offers delivered in person, they will be mailed via certified mail with return receipt for documentation of delivery/receipt. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer.

f) Respond to property owner inquiries verbally and/or in writing within two business days.

g) Prepare a separate negotiator contact report for each parcel file for each contact.

h) Maintain parcel files of original documentation related to the purchase of the real property or property interests/acquisition of the Easement or Right of Way.

i) Present counteroffers in a form as directed by the City. Transmit any written counteroffer from property owners including supporting documentation, and Agent's recommendation with regard to the counteroffer.

j) Prepare second and final offer letter as necessary.

5. Acquisition/Closing Services

a) Prepare check request, review closing documents and facilitate execution of all necessary documents. Attend closings and provide closing services in conjunction with Title Company for all tracts.

b) Transport any documents to the City and landowner for signatures.

c) Record or cause to be recorded all original instruments immediately after closing at the respective County Clerk's Office.

d) Review Title Policy and provide to City for permanent storage.

6. Project Administration

a) Maintain current status reports of all parcel and project activities.

b) Provide bi-weekly update reports to CobbFendley.

c) Participate in up to 10 project review meetings as requested, all additional meetings will be charged on a per hour basis.

d) Copy designated CobbFendley and/or City of Hutto representative on all property owner correspondence, as requested.

e) Maintain copies of all correspondence and contacts with property owners.

f) Update database with current status information and documentation.

g) Condemnation Support Services are not included in the Basic Scope of Services.

SUPPLEMENTAL SERVICES (Not contemplated within BASIC SCOPE & FEE):

7. Condemnation Support

   a) Upon receipt to proceed with Eminent Domain from City, order updated "Condemnation Limited Title Report" (search parameters set by City and/or outside legal counsel)

   b) Prepare condemnation package as directed by City and deliver to City's designee or legal counsel.

   c) Upon notification from City, request update of appraisal.

   d) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by City (additional fees to be charged on an hourly basis).

   e) As necessary, the ROW Manager will appear and provide Expert Witness testimony when requested (Additional fees will be charged on an hourly basis).

   f) Supplemental Appraisal Fee to be applied for complex appraisals as needed.

Submitted By: Nikki Costanza

Nicole Costanza,
Managing Partner Date:
5/29/2024

Fee Schedule - Water Transmission Main Project		
Service Item	**Service Fee**	
I. Acquisition Services		
Right of Entry	$	1,000
Title & Title Curative	$	2,000
Administrative Fee	$	1,500
Easement Acquisition - Negotiation Services	$	3,000
Closing Services	$	1,500
Total Price per Parcel	$	9,000
Number of Parcels		1
Sub-Total Acquisition Services	*$*	*9,000*
Additional Easement Fee (TCE)	$	1,000
No. of Parcels with 1+ Easement		1
Sub-Total Acquisition Services (1+ Easement)	*$*	*1,000*
II. Appraisal Services		
Land Appraisals	$	5,000
Parcel Count - Land Appraisals		1
Total Appraisal Services	*$*	*5,000*
III. Project Management Services		
Project Manager Hourly Rate ($/Hr)	$	200
Agent Hourly Rate ($/Hr)	$	125
Project Management Hours		10
Total Project Management Services	*$*	*2,000*
Total Estimated Cost	**$**	**17,000**
IV. Condemnation Support Services		
Testifying Witness Hourly Rate ($/hr)	$	400
Appraiser Associate Hourly Rate ($/hr)	$	250
Research Hourly Rate ($/hr)	$	125

Condemnation Services will be estimated on an as needed basis and provided as a supplement. Condemnation Support begins upon delivery of the Eminent Domain Package to Client.
*Relocation Services are not included in this fee schedule.
*7Arrows Land Staff, LLC will only charge for services performed.

Cottonwood Water Transmission Main Project

Parcel No.	County Property ID#:
1	R021032

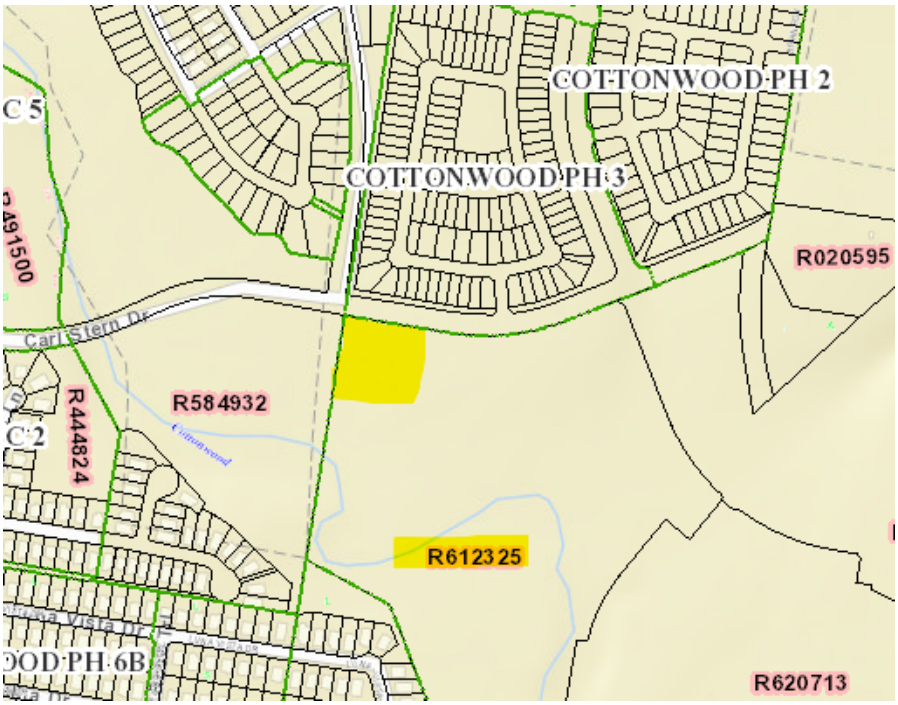


Fee Schedule - 2.0MG Elevated Storage Tank		
Service Item	**Service Fee**	
I. Acquisition Services		
Title & Title Curative	$	2,000
Administrative Fee	$	1,500
Fee Acquisition - Negotiation Services	$	3,000
Closing Services	$	1,500
Total Price per Parcel	$	8,000
Number of Parcels		1
Sub-Total Acquisition Services	*$*	*8,000*
Additional Easement Fee (ex: TCE)	$	1,000
No. of Parcels with 1+ Easement	$	1
Sub-Total Acquisition Services (1+ Easement)	*$*	*1,000*
II. Appraisal Services		
Complex Appraisals	$	7,000
Parcel Count - Complex Appraisals		1
Total Appraisal Services	*$*	*7,000*
III. Project Management Services		
Project Manager Hourly Rate ($/Hr)	$	200
Agent Hourly Rate ($/Hr)	$	125
Project Management Hours		10
Total Project Management Services	*$*	*2,000*
Total Estimated Cost	**$**	**18,000**
IV. Condemnation Support Services		
Testifying Witness Hourly Rate ($/hr)	$	400
Appraiser Associate Hourly Rate ($/hr)	$	250
Research Hourly Rate ($/hr)	$	125

Condemnation Services will be estimated on an as needed basis and provided as a supplement. Condemnation Support begins upon delivery of the Eminent Domain Package to Client.
*Relocation Services are not included in this fee schedule.
*7Arrows Land Staff, LLC will only charge for services performed.

Cottonwood 2.0MG Elevated Storage Tank Fee Site

Parcel No.	County Property ID#:
2	R612325



Revised Addendum 1 to Contract 05-23-118

From: aci environmental consulting, LLC

To: Julie Hastings
Cobb, Fendley, and Associates, Inc.
505 E. Huntland Drive
Austin, Texas 78752

AGREEMENT FOR: Hutto Cottonwood EST

ACI WILL CONDUCT THE FOLLOWING ADDITIONAL SCOPE OF WORK ON THE REFERENCED PROJECT:

All other terms and conditions, specifications, and requirements of the original Agreement remain unchanged. **aci env. consulting** will execute the following task under this scope of work. The tasks are mutually dependent and scoped accordingly.

This scope will include review of the 6,150-foot City of Hutto Cottonwood Transmission main alignment that was provided to aci env. consulting on May 3, 2024. This revised scope includes cultural survey for the EST site and transmission main. This scope is valid for 90 days.

Task 8: Environmental Constraints Report
aci env. consulting will amend the existing environmental constraints report to present the results of the desktop and field reconnaissance review of the transmission main alignment. The findings from Tasks 9 through 13 will be incorporated into this report. This task includes one round of comments from the project team. Following the comment response, a finalized digital copy (PDF format) of the report will be submitted to the Client.

Task 9: Jurisdictional Waters Assessment
aci env. consulting will conduct a jurisdictional waters of the U.S. assessment for the transmission main alignment. The purpose of this assessment is to identify the location and extent of potential waters of the U.S. in accordance with Section 404 of the Clean Water Act (CWA). aci consulting will perform an analysis of the most recently available aerial photographs and topographic maps, as well as conduct appropriate field work

necessary to identify the location and extent of U.S. Army Corps of Engineers (USACE) jurisdictional waters and potential wetlands along the alignment.

This determination will be based on the current USACE and EPA guidance on jurisdictional waters as of the date of this report. The findings of Task 9 will be incorporated into the Environmental Constraints Report (Task 1 of original scope of work).

Task 10: Ordinary Highwater Mark (OHWM) Field Delineation
aci env. consulting will conduct a field visit to delineate the OHWM within the alignment. The work will include marking the OHWM with pin flags (deliverable) for later survey to be incorporated into the engineers site plan.

Task 11: Threatened and Endangered Species Habitat Assessment
aci env. consulting will conduct the habitat assessment for all federally listed species and candidates for listing under the Endangered Species Act (ESA) that may occur along the transmission line alignment. A visual inspection of habitat within the alignment will be conducted. Task 11 includes incorporating the findings into the Environmental Constraints Report (Task 1 of the original scope of work). This task does not include any ESA permitting or coordination with federal agencies. Should any ESA permitting or coordination with federal agencies be required, those activities will be conducted under a separate task.

Task 12: Hazardous Materials Review
aci env. consulting will conduct a hazardous materials review for the alignment by completing an American Society for Testing and Materials (ASTM) standard environmental background search. This examination of the proposed environmental setting for the project area will not include the ASTM 1527-21 level of review; however the findings will be incorporated into the Environmental Constraints Report (Task 1 of the original scope of work).

Task 13: Cultural Resources Survey
A qualified archeologist will perform a review of records from the Texas Research Laboratory (TARL) available on the Texas Historical Commission's (THC) online Texas Archeological Sites Atlas (Atlas) to identify previously recorded surveys or cultural resources within the alignment and within a 1-km radius. An archeologist will also

review historical maps, aerial photographs, topographic maps, soil survey maps, the TxDOT Austin District Hybrid Potential Archeological Liability Map (HPALM), and geological maps. The desktop research will be incorporated into the Environmental Constraints Report (Task 1 of the original scope of work).

aci environmental consulting will develop the THC Permit application including the requisite research design in accordance with the level of effort required by the THC. This Task also includes background research at THC, the Texas Archeological Research Laboratory (TARL), and preliminary archival file searches. The permit application will be provided to the client for review and comment prior to signature by the Client and submission to the reviewer at the THC.

Pedestrian survey and shovel testing of the EST and waterline APE will be conducted in accordance with the minimum survey standards established by the THC and CTA. This task includes standard recording of any newly discovered archeological resources and delineation of those resources in the APE. According to the soils data in the APE, backhoe trenching to determine the presence of deeply buried cultural deposits should not be necessary due to the lack of Holocene alluvium within the APE.

This task will involve the analysis of the data collected from the field work and the production of a draft report submitted to the THC for approval and concurrence. A draft and final report will be submitted to the client as well as the THC as part of the deliverables. All field documents will also be curated for submittal to TARL as is required by the THC Antiquities permit. This will be a non-collection survey, so no artifacts will be collected as part of this effort and therefore, artifacts will not require curation.

Task 14: Project Management
This scope includes two meetings with the client, project engineer and other project team members. Management includes 60 days of email and phone conversations as well as coordinating meetings regarding the environmental findings and general strategies for project development.

This scope does not include the following:

- TxDOT or NEPA level of environmental review - including project scope, environmental justice studies, noise

- analysis, air analysis, direct, indirect, or cumulative impact studies;
- ROE acquisition, organization, and coordination;
- Coordination for easements on federal or state owned/controlled lands;
- Full Phase I Environmental Site Assessments for the project area;
- Section 404 permitting (if necessary);
- Section 7 Consultation with USFWS for impacts to federally-listed species (if necessary); and
- Presence/absence surveys for federally-listed species.

EFFECT OF CHANGE ON AGREEMENT PRICE AND SCHEDULE	
Original Agreement Price of 05-23-118 (Tasks 1-7)	$9,250.00
Amount of Addendum 1 (Tasks 8-14)	$22,500.00
Total, Tasks 1 through 14 of 05-23-118, if Executed	$31,750.00

ACCEPTED (aci group):
Signature: 

Name: Kevin Ramberg

Title: C.O.O.

Date: June 3, 2024

ACCEPTED (Client):
Signature: _____

Name: _____

Title: _____

Date: _____

13581 Pond Springs Road, Suite 210, Austin, Texas 78729 • Phone: (512) 428-5550 • Fax: (512) 428-5525

May 7, 2024
Arias Project No. 2024-205 VIA Email: KVanHoosier@cobbfendley.com

Ms. Kristen Van Hoosier, P.E.
Associate I Municipal Project Manager I Team Lead
CobbFendley
505 E. Huntland Drive, Suite 100
Austin, TX 78752

RE: Proposal for Geotechnical Engineering Services
Cottonwood Water Transmission Line
Hutto, TX

Dear Ms. Van Hoosier,

Arias & Associates, Inc. (Arias) is pleased to provide this proposal for geotechnical engineering services for the above-referenced project. Our understanding of the project is based on the information provided by you, including a map of the alignment, and the requested field investigation. The following sections present our understanding of the project, proposed scope of services, fee compensation requirements, and schedule.

Project Information

The project will include the installation of approximately 6,176 LF of a 24-inch and 30-inch water transmission line in Hutto, Texas. The project alignment will extend along CR 132 and Branson Boulevard from approximately 1,470 ft south of the intersection of CR 132 with US 79, along Branson Boulevard until its intersection with Carl Stern Drive, and along Carl Stren Drive until approximately 150 ft east of its intersection with Bridges at Cross Creek Boulevard. The transmission main includes the following segments:

- Approximately 1,390 LF of 30-inch segment along CR 132.
- Approximately 3,672 LF of 30-inch segment along Branson Boulevard.
- Approximately 1,114 LF of 24-inch segment along Carl Stern Drive.

We have assumed that the invert depth of the water line will be maximum 10-feet. Based on the information provided to us, the transmission line will be constructed mostly using open cut methods. Trenchless installation is planned at one (1) creek crossing.

If any of the above information is not correct, we should be notified immediately in order to revise our proposal and the depth of the planned borings as necessary.

Proposed Investigation

The proposed alignment is mapped as being underlain by Navarro and Taylor Groups undivided (Knt) and High gravel deposits (Qhg) along the alignment. Based on our understanding of the proposed construction and the requested field investigation, we propose to drill one boring every 800 to 1,000 LF of the proposed alignment to the 20-ft depth, and two (2) borings at proposed trenchless installation location to a depth of 35 ft, as summarized below in the table. The boring location plan is presented in Exhibit A.

Borings	No. of Borings	Boring Depth (ft)	Footage
Alignment	7	20	140
Trenchless Segment (under creek)	2	35	70
		Total	**210**

The borings will be drilled using a truck-mounted rig in areas clear of brush, heavy vegetation, and underground and overhead utilities. Arias personnel will mark the boring locations and will notify Texas One-Call at 72 hours prior to drilling. It is important to mention that the Texas One-Call system only clears public utilities. Arias requests CobbFendley to provide maps of existing private utilities prior to our site mobilization. Arias will not be responsible for damaged private utilities not informed to us.

Borings are planned to be drilled inside private properties and in the Right of Way. Traffic control will be required for borings in existing roadway Right of Way. We will obtain permits in accordance with City of Hutto (COH) program. Any modifications to the standard traffic controls plans are beyond the scope of this proposal and will be performed by others if required.

The borings will be advanced using augering and sampling techniques. Arias personnel will locate the borings, direct the sampling efforts, and visually classify recovered samples. Soils will be sampled by either pushing a thin-walled tube (ASTM D1587) of cohesive soils, or split barrel sampler while performing the Standard Penetration Test (ASTM D1586) for cohesionless (sandy) soils.

Arias personnel will locate the borings, coordinate traffic control, direct sampling efforts, visually classify recovered samples, and be present during drilling. Asphalt and base material thickness will be measured and reported for borings drilled through pavements. If groundwater is encountered, the groundwater levels within the open borehole will be recorded at the time of drilling and immediately following drilling. The boreholes will be backfilled with a mixture of cuttings generated by drilling operations and bentonite pellets after completion of drilling. Borings drilled through pavements will be capped with at least 12 inches of sackrete and cold-patch asphalt to match the existing surface. Excess soil cuttings will be dispersed in the area adjacent to the borings. No other site restoration

measures, in addition to backfilling the boreholes, are included in this proposal.

Laboratory testing will be performed on recovered samples selected by the geotechnical engineer to aid in soil classification and to measure engineering properties. Laboratory testing is expected to include moisture content, Atterberg limits, fines content (percent passing the No. 200 sieve), unconfined compression strength testing, hydrometer, and corrosion testing. The actual laboratory program will depend upon the type of soils encountered.

Reporting

We will issue electronic copies of the Geotechnical Data Report (GDR) and Geotechnical Design Memorandum (GDM) prepared by a licensed professional engineer in the State of Texas. Specifically, the reports will include the following:

Geotechnical Data Report (GDR):

- Description of the field exploration program;
- Description of the laboratory testing program and results;
- Photographs of the soil samples recovered;
- Soil boring plan that depicts borehole locations on a base map provided by Client;
- Profiles of soil borings along the alignment using plan and profile design information provided by others;
- Soil boring logs with soil classifications based on the Unified Soil Classification System (ASTM D 2487);
- Generalized site stratigraphy and engineering properties developed from field and laboratory data at the explored locations; and
- Depth where groundwater, if encountered, at the time of drilling and immediately after drilling.

Geotechnical Design Memorandum (GDM): The Geotechnical Design Memorandum will provide the following geotechnical recommendations.

- Bedding and backfilling recommendations for trenched excavations;
- Modulus of soil reaction, E', for buried pipelines;
- Soil classification for OSHA;
- Trenching and shoring recommendations;
- General recommendations for construction; and
- General recommendations for groundwater control.

Arias will provide a draft version of each report for review, comment, and requests for clarification, which will then be addressed in the final GDR and GDM reports.

This proposed scope of work does not include a Geotechnical Baseline Report (GBR) for trenchless installations. Arias can provide a proposal for a GBR, as design progresses.

Please be advised that Arias & Associates, Inc. performs Construction Materials Engineering and Testing (CoMET) per project requirements. We will be pleased to provide a separate proposal for construction materials testing at your request.

Proposed Fee

We propose that the fee to perform the above outline preliminary scope of services be a lump sum of **$40,220.00**. A Geotechnical Cost Breakdown is presented in the attached Exhibit B. Please note that for invoicing purposes the estimated quantities in the Geotechnical Cost Breakdown may vary (increase or decrease), depending on the actual level of effort needed to perform each item, but the lump sum fee will remain the same (**$40,220.00).**

After our reports are submitted, additional engineering time required to attend teleconferences, meetings, site visits, review plans or specifications, will be charged at the hourly rates included in our Exhibit B. Additional soil borings/piezometers and lab testing can be also performed on a time and material basis at the rates included in our Exhibit B. Also, stand-by time incurred in the field due to situations out of the control of Arias (e.g. right of access issues) will be charged at **$225.00/hour**.

We will invoice for work completed on a monthly basis. This proposal is based on the following assumptions about site access:

- Boring locations will be clear and accessible to our truck-mounted drilling equipment. No clearing of vegetation (nor the corresponding permits and fees), trees, brush or debris is included in this proposal;
- The ground at the time of the field investigation should be dry and strong enough to support the weight of the drilling and support vehicles. Otherwise, the client will be informed about the need to utilize an all-terrain vehicle to access boring locations;
- We will be provided with maps of existing known public and private utilities, and we will notify Texas 811 at least 72 hours prior to drilling;
- Some of the boring will require traffic control;
- Site clearing is not required, and it’s not included in our proposal;
- We will obtain an excavation permit prior to drilling;
- Right of Entry (ROE) to access the boring locations will be obtained by others prior to our mobilization; and
- Drilling will be performed Monday to Friday from 8 am to 5 pm.

Schedule

Upon receiving written authorization and ROE, and weather and site conditions permitting, we can initiate our field investigation within two (2) to three (3) weeks. Permit submittal and approval through the COH permit program is expected to take two (2) to three (3). Drilling of the boreholes will take two (2) days. Laboratory testing will take another two (2) to three (3) weeks. We anticipate submitting a draft report about nine (9) to ten (10) weeks following receipt of written authorization and ROE. We will keep you verbally informed of our findings as they become available.

Delays sometime occur due to adverse weather, utility clearance processing, site clearing requirements for drill rig access, obtaining Right of Entries and other factors outside of our control. In this event, we will communicate the nature of the delay with you and provide a revised schedule at the earliest possible date.

Proposal Acceptance

We understand that proposal authorization and contract terms will be established per CobbFendley's Subcontract for Professional Services. We will begin work upon receipt of a signed copy of the subcontract. Please attach this proposal to the subcontract and email it to asioutis@ariasinc.com.

Should you have any questions, please do not hesitate to contact Alexandros Sioutis, E.I.T. on his direct line at (737) 220-014 or on his cell phone at (512) 656-2390. We appreciate the opportunity provided and look forward to becoming an integral part of the Project Team.

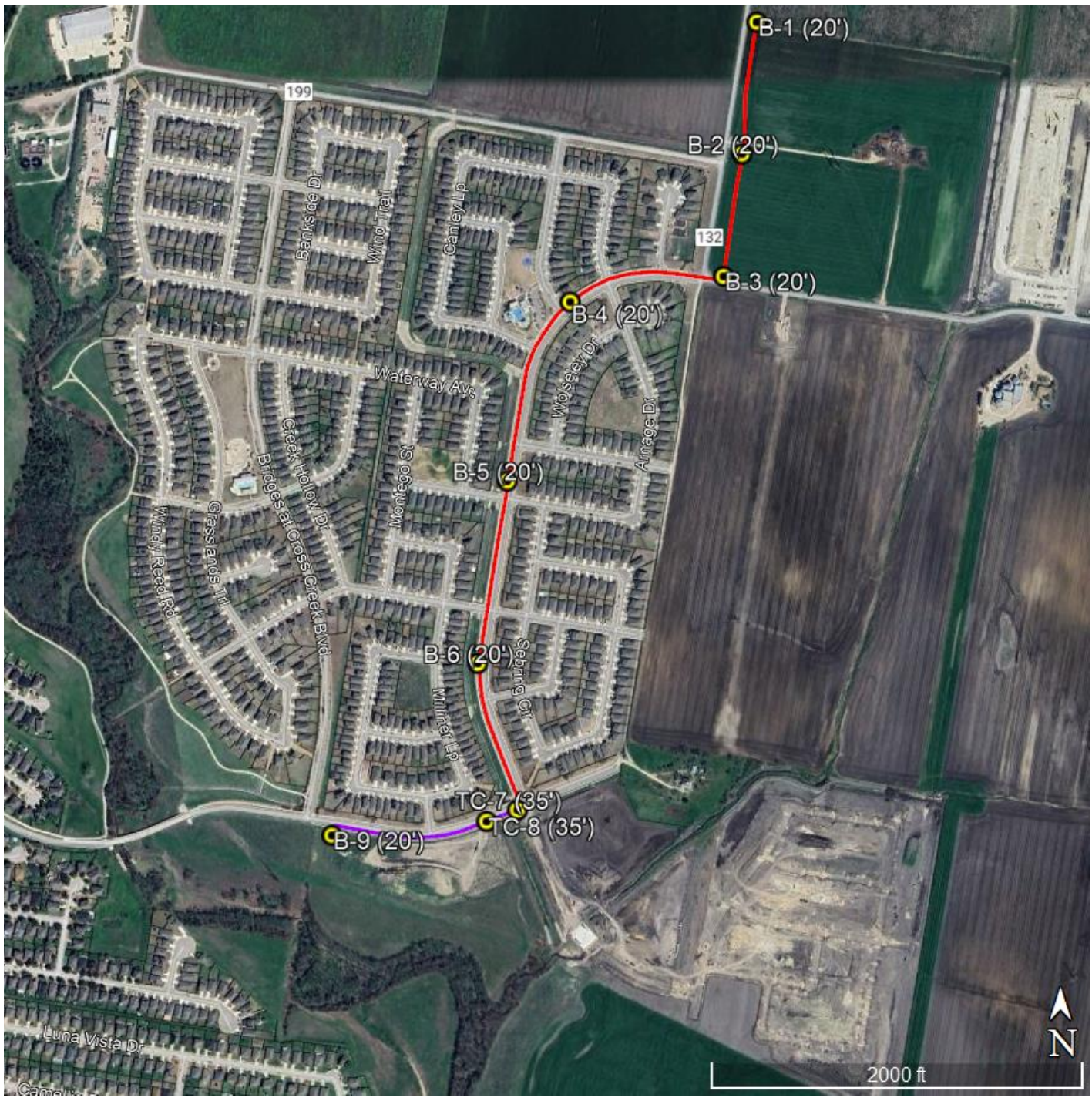
Sincerely,

ARIAS & ASSOCIATES, INC.
TBPE Registration No: F-32

Alexandros Sioutis, E.I.T.
Geotechnical Engineer

John S. Landwermeyer, P.E.
Managing Principal

Attachments:
Exhibit A – Boring Location Plan
Exhibit B – Geotechnical Cost Breakdown



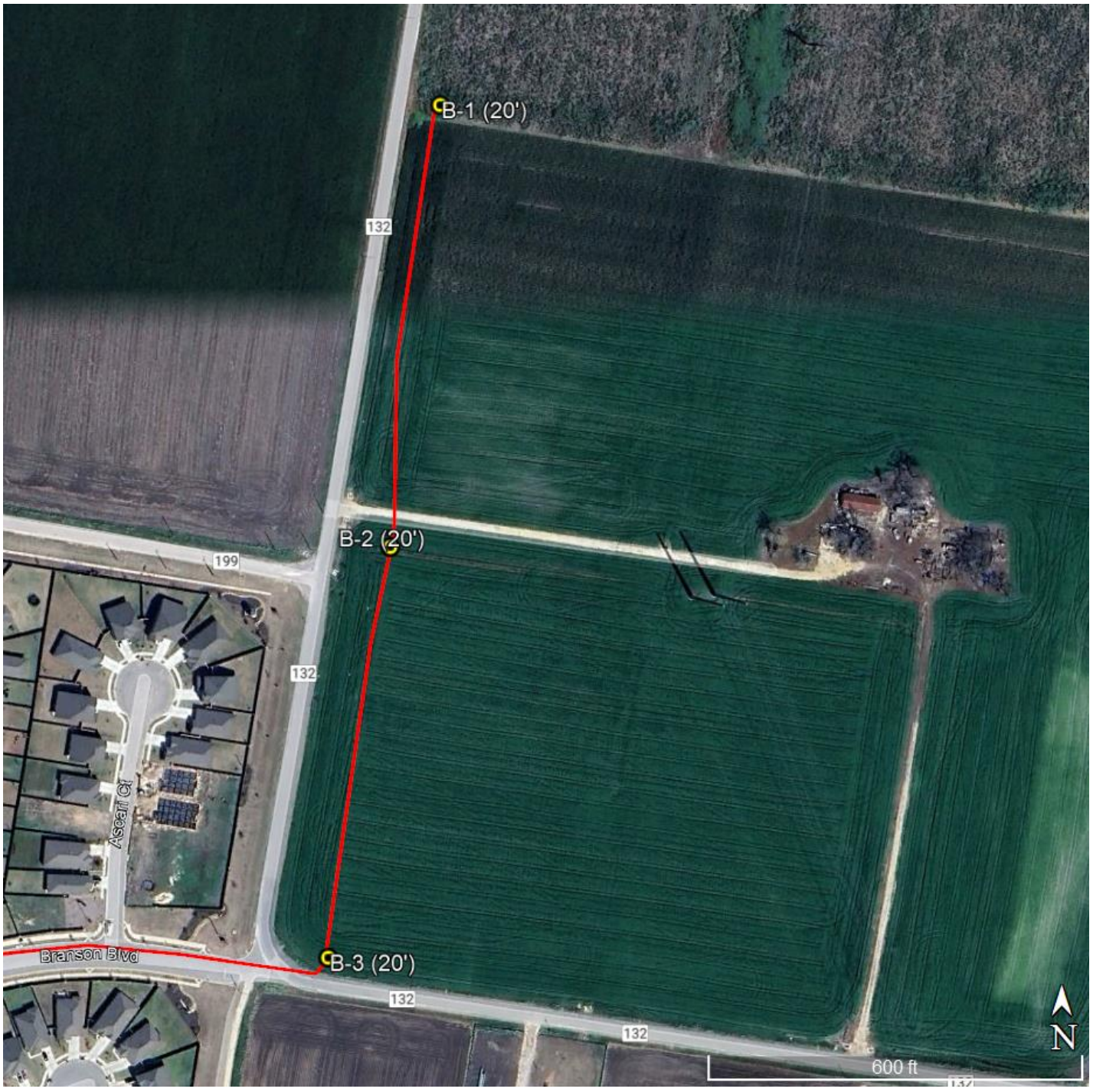
13581 Pond Springs Road, Suite 210, Austin, Texas 78729
Phone: (512) 428-5550 • Fax: (512) 428-5525

BORING LOCATION PLAN

Cottonwood Water Transmission Line
Hutto, Texas

Date: May 7, 2024	Job No.: 2024-205
Drawn By: TI	Checked By: AS
Approved By: AS	Scale: N.T.S.

Exhibit A-1



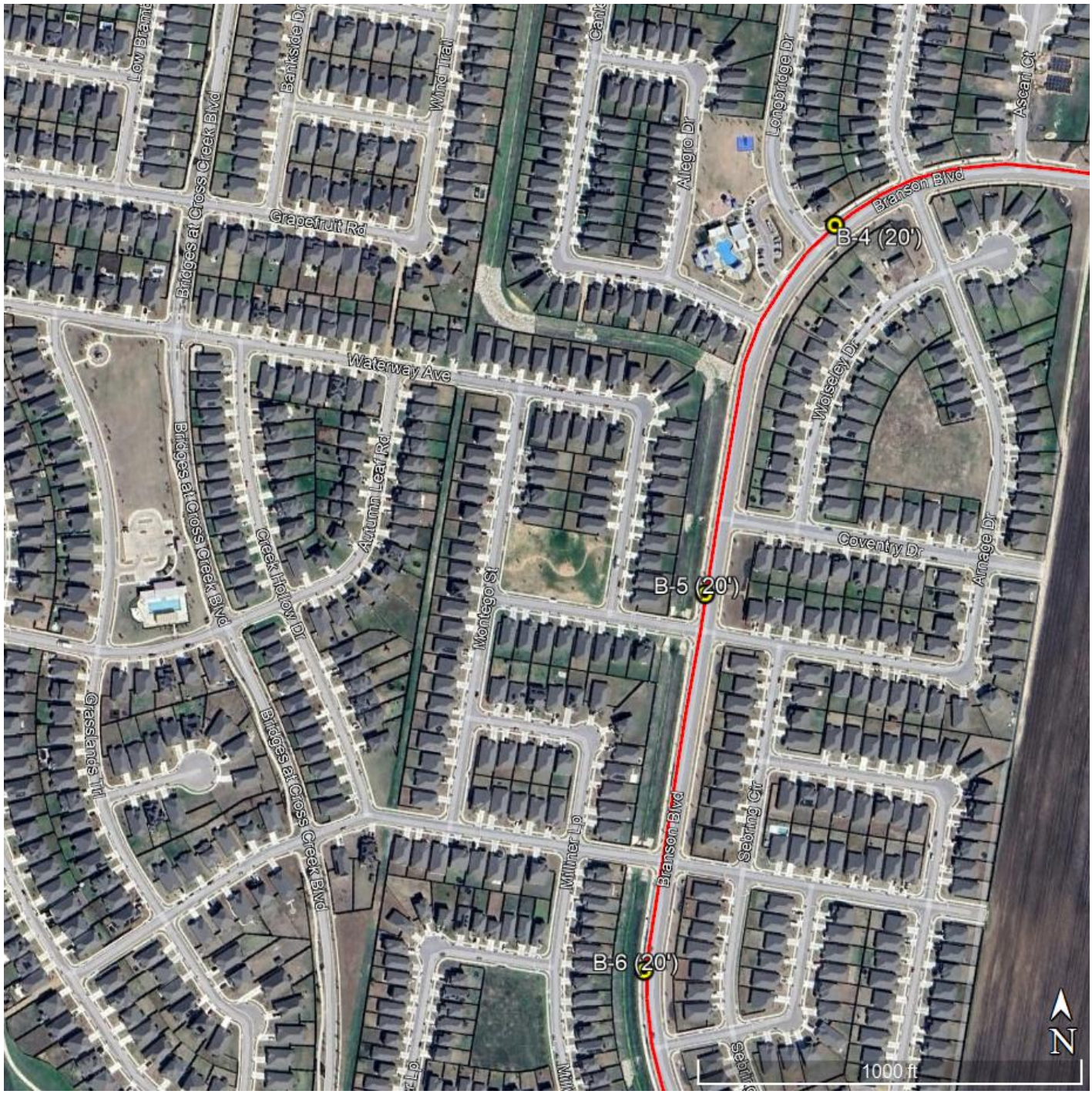
ARIAS
13581 Pond Springs Road, Suite 210, Austin, Texas 78729
Phone: (512) 428-5550 • Fax: (512) 428-5525

PARTIAL BORING LOCATION PLAN

Cottonwood Water Transmission Line
Hutto, Texas

Date: May 7, 2024	Job No.: 2024-205
Drawn By: TI	Checked By: AS

Exhibit A-2



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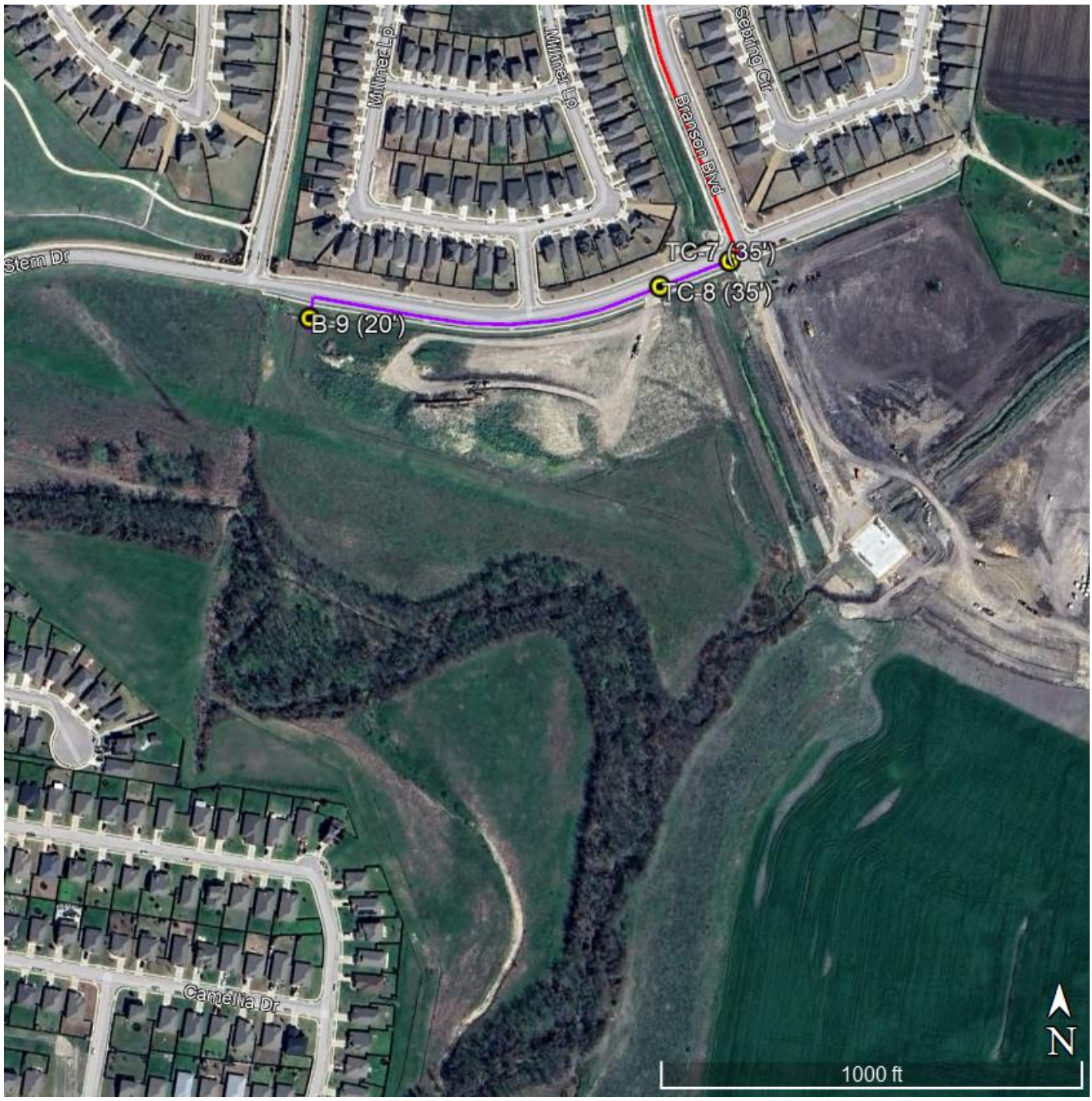
Phone: (512) 428-5550 • Fax: (512) 428-5525

PARTIAL BORING LOCATION PLAN

Cottonwood Water Transmission Line
Hutto, Texas

Date: May 7, 2024	Job No.: 2024-205
Drawn By: TI	Checked By: AS

Exhibit A-3



ARIAS
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Phone: (512) 428-5550 • Fax: (512) 428-5525

PARTIAL BORING LOCATION PLAN

Cottonwood Water Transmission Line
Hutto, Texas

Date: May 7, 2024	Job No.: 2024-205
Drawn By: TI	Checked By: AS

Exhibit A-4

Exhibit B - Geotechnical Cost Estimate
Cottonwood Water Transmission Line
Hutto, Texas

Task	Item Description	Est. Qty.	Unit	Unit Price	Est. Total Price
1	**Field Exploration**				
1.1 Planning and Coordination					
	Engineer in Training (Drilling Plan, One-Call, Traffic Controls, Excavation Permit)	16	hr	$ 120.00	$ 1,920.00
	Engineering Technician (Staking of Borings, Utility Clearance)	12	hr	$ 75.00	$ 900.00
	Trip Charge	2	ea	$ 55.00	$ 110.00
	Excavation Permit (COH permits)	3	ea	$ 250.00	$ 750.00
	Senior Geotechnical Engineer	8	hr	$ 175.00	$ 1,400.00
	Principal Engineer	4	hr	$ 210.00	$ 840.00
				1.1 Subtotal	**$ 5,920.00**
1.2 Drilling and Sampling					
	Mobilization (Truck drill rig)	1	ea	$ 550.00	$ 550.00
	Support Truck (Water truck)	3	day	$ 150.00	$ 450.00
	Air Compressor	3	day	$ 250.00	$ 750.00
	Drill Rig Standby Time	4	hr	$ 275.00	$ 1,100.00
	Soil Drilling and Sampling - Up to 50 feet	210	ft	$ 26.00	$ 5,460.00
	Backfill holes	210	ft	$ 8.00	$ 1,680.00
	Drill Logger	25	hr	$ 75.00	$ 1,875.00
	Trip Charge (Arias - Logger)	3	ea	$ 55.00	$ 165.00
				1.2 Subtotal	**$ 12,030.00**
1.3 Traffic Control					
	Traffic Control Services, Arrow Boards and Attenuetor Truck	2.5	ea	$ 2,000.00	$ 5,000.00
				1.3 Subtotal	**$ 5,000.00**
				Field Exploration TOTAL:	**$ 22,950.00**
2	**Laboratory Soil Testing**				
	Moisture Content (ASTM D2216)	31	ea	$ 15.00	$ 465.00
	Atterberg Limits (ASTM D4318)	25	ea	$ 75.00	$ 1,875.00
	Particle Gradation, Including No. 200 sieve (ASTM D422)	25	ea	$ 75.00	$ 1,875.00
	Unconfined Compressive Strength (rock or soil) (ASTM D7012 or D2166)	6	ea	$ 65.00	$ 390.00
	Hydrometer	1	ea	$ 200.00	$ 200.00
	Soluble Sulfate (TEX 145-E)	2	ea	$ 80.00	$ 160.00
	Soluble Chloride (ASTM D512)	2	ea	$ 70.00	$ 140.00
	Soil pH (TEX-128-E)	2	ea	$ 65.00	$ 130.00
	Laboratory Resistivity (ASTM G57)	2	ea	$ 85.00	$ 170.00
	Engineer in Training	2	hr	$ 120.00	$ 240.00
				Laboratory Testing TOTAL:	**$ 5,645.00**
3	**Engineering and Reporting**				
3.1 Geotechnical Data Report (GDR)					
	Principal Engineer	6	hr	$ 210.00	$ 1,260.00
	Geotechnical Project Manager	12	hr	$ 175.00	$ 2,100.00
	Engineer in Training	20	hr	$ 120.00	$ 2,400.00
	Data Processing	8	hr	$ 65.00	$ 520.00
				3.1 Subtotal	**$ 6,280.00**
3.2 Geotechnical Data Memorandum (GDM)					
	Principal Engineer	6	hr	$ 210.00	$ 1,260.00
	Geotechnical Project Manager	15	hr	$ 175.00	$ 2,625.00
	Engineer in Training	10	hr	$ 120.00	$ 1,200.00
	Data Processing	4	hr	$ 65.00	$ 260.00
				3.2 Subtotal	**$ 5,345.00**
				Engineering TOTAL:	**$ 11,625.00**
	Project Total				**$ 40,220.00**

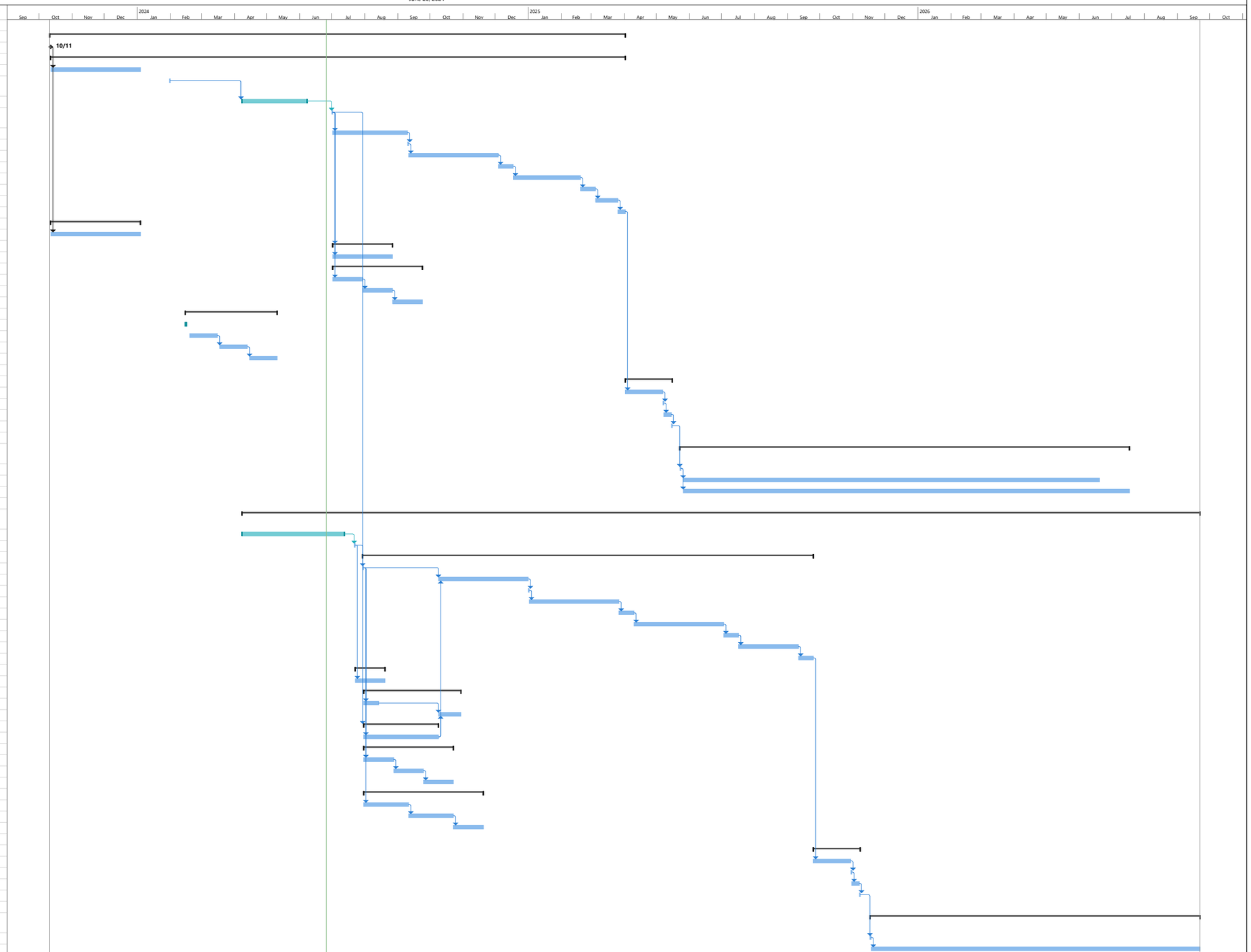
EXHIBIT C
Detailed Fee Breakdown

				Hours													Expenses											
				$317.00 per hour	$258.00 per hour	$263.00 per hour	$205.00 per hour	$185.00 per hour	$152.00 per hour	$202.00 per hour	$176.00 per hour	$141.00 per hour	$115.00 per hour	$134.00 per hour	$176.00 per hour	$170.00 per hour	$0.670 per mile	$15.000 per each	$0.150 per sheet	$26.00 per hour	$111.00 per hour	$500.00 per permit	$1,000.00 per day	$400.00 per each			
	Task	No.	Sheets	PM IV / Sr Engr III	PM II / Sr Engr I	Senior RPLS	PM / Proj Engr III	Proj Engr II	Proj Engr I	Senior Tech III	Senior Tech II	Graduate Engineer II	Tech II	Tech III	2-Person Field Crew	Senior Project Coord	Mileage	Delivery	Copies	SUE Equip Fee - Des	SUE Equip Fees - Vac	ROW Permitting	Temp Traffic Control	Pavement Cut/Repair	Other Fees	Total Hours	Total Budget
																											Total Cottonwood EST - Additional Topo Survey	#REF!
I	**Preliminary Phase**																											
A	Administrative																											
1	Project Management (3 months)	3		6			9									18										33	$6,807.00
B	Preliminary Engineering																											
2	Preliminary Design Conference with City	1		2			2	2	2	2						2										12	$2,462.00
	Internal Design Kick-off	1		2			2	2	2	2						2											
3	Site Visit (1)	1					3	3	3								282									9	$1,626.00
4	Preliminary Schematic (3)	1	3				9	30		18																57	$11,031.00
	Design Workshop Meeting (1)	1		2			4	2	4							2											
C	Geotechnical Services (arias)																											$40,220.00
	Coordination			3			8	6								4										21	$4,381.00
	5% Contractual Mark Up																											$2,011.00
D	Environmental Services (aci)																											$22,500.00
	Coordination			3			8	6								4										21	$4,381.00
	5% Contractual Mark Up																											$1,125.00
E	Right-of-Entry and Easement Acquisition Services (7Arrows)																											$17,000.00
	Coordination			3			16	6								6										31	$6,361.00
	5% Contractual Mark Up																											$850.00
F	Survey - Transmission Main																											
1	Sketch/Plat and Metes and Bounds Description																											
	Deed Research / Base Map / title review (office)					2				8	8															18	$3,550.00
	Control (field)										1				8											9	$1,584.00
	Boundary Survey (field)					1					4				10											15	$2,727.00
	Process Control (office)					1				2																3	$667.00
	Process Field Files (office)									4	8															12	$2,216.00
	Boundary Resolution (office)					4				8																12	$2,668.00
	Plat/Metes and Bounds (office) 1 @ $3,372.00 per	7				4				8	4															16	$3,372.00
	QA/QC					2				2																4	$930.00
	Title Report @ $400/report	7																							$ 400.00	6	$400.00
2	Topographic Survey																									0	$0.00
	Topographic Survey, Inverts, alignment (field)					1				10	30				80											121	$21,643.00
	DTM, Deliverable, QAQC (office)					2				10	2															14	$2,898.00
	Survey - Elevated Storage Tank																											
	Topographic Survey, Tank Site (field)									2	20				30											52	$9,204.00
	DTM, Deliverable, QAQC (office)					1				5	2															8	$1,625.00
G	Subsurface Utility Engineering (SUE)																											
	SUE QL-B, C & D Services				16	3				16			50	74	30	5				50						194	$29,945.00
	SUE QL-A Services - Three (3) Test Holes				5	1				2			15	17	6	3					15	1	3	2		49	$7,526.00
	Hour Sub Total			21	21	22	61	57	11	99	25	0	65	91	164	46	282	0	0	50	15	1	3	2		683	
	Subtotal Labor Costs																$188.94	$0.00	$0.00	$1,300.00	$1,665.00	$500.00	$3,000.00	$800.00	$400.00		$211,710.00
	Subtotal Expense Costs																											$7,853.94
II	**Design Phase**																											
A	Administrative																											
1	Project Management (12 months)	12		24			36									48										108	$23,148.00
a	Progress Reports	24					12									12										24	$4,500.00
2	Progress/Coordination Meetings																											
b	Design Phase Review Meetings	4		4			8	4	8			4														28	$5,428.00
c	Monthly Coordination (12 months)	12		12			24	12	24			12				12										96	$18,324.00
d	Internal Coordination (12 months)	48		12			24	24	24	24		24														132	$25,044.00
3	Project Schedule (12 months)	12		2			16																			18	$3,914.00
B	Plans, Specifications and Estimates (PS&E)																											
1	Plans																1296											
a	Cover and Index Sheets (2 Sheets)	4	2				8	16		8		12														44	$7,908.00
b	General Notes Sheets (2 Sheets)	4	2				8	12				16														36	$6,116.00
c	Soil Boring and Test Hole Map (1 Sheet)	3	1				3	6	9	9		9														36	$6,180.00
d	Survey Sheet (1 Sheet)	3	1				3	12		15																30	$5,865.00
e	Overall Layout (1 Sheet)	4	1				4	6		4		8														22	$3,866.00
f	Traffic Control Sheets (32 Sheets)	3	32				96	144	288			192														720	$117,168.00
g	Erosion and Sedimentation Control Sheets (8 Sheets)	3	8			5	12	18	24			24														83	$14,112.00
h	Water Plan and Profile Sheets (16 Sheets)	4	16	32	32		64	160	192	64		96														640	$116,768.00
i	Restrained Joint Lengths (1 Sheet)	2	1				2	8	12																	22	$3,714.00
j	Detail Sheets (15 Sheets)	3	15				12	34	23																	69	$12,246.00
k	SWPPP	2	2				16	20	20																	56	$10,020.00
l	Utility Coordination	12					24	24	24			36				24										132	$22,164.00
m	Williamson County Coordination	12		12			24	24	72			24														156	$27,492.00
n	Design Calculations	2					12	24	20																	56	$9,940.00
2	Front End Documents	3		6	9		24	24	24							18										105	$20,292.00
3	Specifications	4		4	8		16	8	16							8										60	$11,884.00
4	Quantity Take-off, Estimate, and Bid Form	4	56				56	56	56			56														224	$38,248.00
5	QA/QC	4	63	38	139		76																			253	$63,488.00
6	Submittal Packages to the City (4 Submittals)	4		8			28	24	20			20				16										116	$21,296.00
7	Permitting	2		4			12	16								8										40	$8,048.00
	Hour Sub Total			200	235	44	742	790	878	322	104	533			328	238	2048.94	0	0							4414	
	Subtotal Labor Costs																$1,372.79	$0.00	$0.00						$800.00		$607,173.00
	Subtotal Expense Costs																											$2,172.79
II	**Bid and Construction Administration**																											
A	Bid Phase Services																											
1	Addenda (1)	1		3	6		8	6								8										31	$6,609.00
B	Construction Administration Services																											
1	Conformed Documents	1		2			12	16	12	4		8				4			600							58	$10,494.00
2	Site Visits (12 visits)	12			36		36	36									1944									108	$23,328.00
3	Change Orders (3)	3		3	6		15	12	8							3										47	$9,520.00
4	Requests For Information (12)	12		12	24		48	36	24							6										150	$31,164.00
5	Contractor Submittals (30)	30			30		16	46								8										100	$20,890.00
6	Final Walkthroughs	1			8		6	6	6			6					270									32	$6,162.00
7	Record Drawings	1	59	2	42		30	59	74	45																252	$48,873.00
	Hour Sub Total			22	152		171	217	124	49		14				41	2214	0	600							790	
II	Subtotal Labor Costs																$1,483.38	$0.00	$90.00						$0.00		$159,080.00
A	Subtotal Expense Costs																											$1,573.38
																										Total Bid + Construction		**$160,653.38**

EXHIBIT D
Project Schedule

City of Hutto
Cottonwood 2.0 MG EST and Water Transmission Main
Preliminary Schedule
June 26, 2024

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1							
2		**Cottonwood EST - Design Phase**	**380 days**	**Wed 10/11/23**	**Tue 4/1/25**		
3		NTP	1 day	Wed 10/11/23	Wed 10/11/23		
4		**EST Design**	**379 days**	**Thu 10/12/23**	**Tue 4/1/25**		
5		Site Determination	55 days	Thu 10/12/23	Wed 1/3/24	3	
6		Meeting with Lennar and City	1 day	Wed 1/31/24	Wed 1/31/24		
7		Construction Spoil Removal	45 days	Mon 4/8/24	Fri 6/7/24	6	
8		Internal Kickoff (Geotech, Survey, Electrical)	1 day	Mon 7/1/24	Mon 7/1/24	7FS+15 days	
9		Preliminary	2.5 mons	Tue 7/2/24	Mon 9/9/24	8	
10		Workshop Meeting	1 day	Tue 9/10/24	Tue 9/10/24	9	
11		60% Design	3 mons	Wed 9/11/24	Tue 12/3/24	10	
12		City Review	2 wks	Wed 12/4/24	Tue 12/17/24	11	
13		100% Design	9 wks	Wed 12/18/24	Tue 2/18/25	12	
14		City Review	2 wks	Wed 2/19/25	Tue 3/4/25	13	
15		Final Design	3 wks	Wed 3/5/25	Tue 3/25/25	14	
16		City Approval	1 wk	Wed 3/26/25	Tue 4/1/25	15	
17		**City**	**55 days**	**Thu 10/12/23**	**Wed 1/3/24**		
18		ROE	11 wks	Thu 10/12/23	Wed 1/3/24	3	
19		**Survey**	**40 days**	**Tue 7/2/24**	**Mon 8/26/24**	**8**	
20		ROW + Topography	8 wks	Tue 7/2/24	Mon 8/26/24	8	
21		**Geotechnical**	**60 days**	**Tue 7/2/24**	**Mon 9/23/24**		
22		Boring Drillings	4 wks	Tue 7/2/24	Mon 7/29/24	8	
23		Lab Testing	1 mon	Tue 7/30/24	Mon 8/26/24	22	
24		Report	1 mon	Tue 8/27/24	Mon 9/23/24	23	
25		**Environmental**	**62 days**	**Thu 2/15/24**	**Fri 5/10/24**		
26		Environmental Kickoff	1 day	Thu 2/15/24	Thu 2/15/24		
27		Desktop Investigation	1 mon	Mon 2/19/24	Fri 3/15/24		
28		Field Investigation	1 mon	Mon 3/18/24	Fri 4/12/24	27	
29		Report	1 mon	Mon 4/15/24	Fri 5/10/24	28	
30							
31		**Cottonwood EST - Bid Phase**	**32 days**	**Wed 4/2/25**	**Thu 5/15/25**		
32		Advertisement/Bidding	5 wks	Wed 4/2/25	Tue 5/6/25	16	
33		Bid Opening	1 day	Wed 5/7/25	Wed 5/7/25	32	
34		Contractor Selection	1 wk	Thu 5/8/25	Wed 5/14/25	33	
35		Bid Award	1 day	Thu 5/15/25	Thu 5/15/25	34	
36							
37		**Cottonwood EST - Construction Phase**	**301 days**	**Fri 5/23/25**	**Fri 7/17/26**		
38		Pre-Construction Meeting	1 day	Fri 5/23/25	Fri 5/23/25	35FS+1 wk	
39		Substantial Construction	14 mons	Mon 5/26/25	Fri 6/19/26	38	
40		Final Construction	15 mons	Mon 5/26/25	Fri 7/17/26	38	
41							
42		**Cottonwood Water Line - Design Phase**	**641 days**	**Mon 4/8/24**	**Mon 9/21/26**		
43		Supplemental	70 days	Mon 4/8/24	Fri 7/12/24		
44		NTP	1 day	Mon 7/22/24	Mon 7/22/24	43FS+5 days	
45		**Waterline Design**	**302 days**	**Tue 7/30/24**	**Wed 9/24/25**		
46		Internal Kickoff	1 day	Tue 7/30/24	Tue 7/30/24	44FS+5 days	
47		30% Design	3 mons	Wed 10/9/24	Tue 12/31/24	46,61	
48		City Review	1 day	Wed 1/1/25	Wed 1/1/25	47	
49		60% Design	3 mons	Thu 1/2/25	Wed 3/26/25	48	
50		City Review	2 wks	Thu 3/27/25	Wed 4/9/25	49	
51		90% Design	3 mons	Thu 4/10/25	Wed 7/2/25	50	
52		City Review	2 wks	Thu 7/3/25	Wed 7/16/25	51	
53		100% Design	2 mons	Thu 7/17/25	Wed 9/10/25	52	
54		City Approval	2 wks	Thu 9/11/25	Wed 9/24/25	53	
55		**City**	**20 days**	**Tue 7/23/24**	**Mon 8/19/24**		
56		ROE	1 mon	Tue 7/23/24	Mon 8/19/24	44	
57		**Utility Coordination**	**65 days**	**Wed 7/31/24**	**Tue 10/29/24**		
58		One Call Tickets	2 wks	Wed 7/31/24	Tue 8/13/24	46	
59		Utility Layout	3 wks	Wed 10/9/24	Tue 10/29/24	58,61	
60		**Survey**	**50 days**	**Wed 7/31/24**	**Tue 10/8/24**	**8**	
61		ROW + Topography	2.5 mons	Wed 7/31/24	Tue 10/8/24	46	
62		**Geotechnical**	**60 days**	**Wed 7/31/24**	**Tue 10/22/24**		
63		Boring Drillings	1 mon	Wed 7/31/24	Tue 8/27/24	46	
64		Lab Testing	1 mon	Wed 8/28/24	Tue 9/24/24	63	
65		Report	1 mon	Wed 9/25/24	Tue 10/22/24	64	
66		**Environmental**	**80 days**	**Wed 7/31/24**	**Tue 11/19/24**		
67		Desktop Investigation	6 wks	Wed 7/31/24	Tue 9/10/24	46	
68		Field Investigation	6 wks	Wed 9/11/24	Tue 10/22/24	67	
69		Report	1 mon	Wed 10/23/24	Tue 11/19/24	68	
70							
71		**Cottonwood WL - Bid Phase**	**32 days**	**Thu 9/25/25**	**Fri 11/7/25**		
72		Advertisement/Bidding	5 wks	Thu 9/25/25	Wed 10/29/25	54	
73		Bid Opening	1 day	Thu 10/30/25	Thu 10/30/25	72	
74		Contractor Selection	1 wk	Fri 10/31/25	Thu 11/6/25	73	
75		Bid Award	1 day	Fri 11/7/25	Fri 11/7/25	74	
76							
77		**Cottonwood WL - Construction Phase**	**221 days**	**Mon 11/17/25**	**Mon 9/21/26**		
78		Pre-Construction Meeting	1 day	Mon 11/17/25	Mon 11/17/25	75FS+1 wk	
79		Construction	11 mons	Tue 11/18/25	Mon 9/21/26	78	



Project: CottonwoodEST
Date: Wed 6/26/24

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1145568

Date Filed:
04/11/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Cobb, Fendley & Associates, Inc.
Houston, TX United States

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

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

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Warth, Dan	Austin, TX United States	X	
Ram, Vineeta	Houston, TX United States	X	
Scurry, Floyd	Houston, TX United States	X	
Eastland, Charles	Houston, TX United States	X	
Silver, Monica	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Ami Goudie, and my date of birth is 05/07/1974.

My address is 4424 W Sam Houston Parkway N, Suite 600 (street), Houston (city), TX (state), 77041 (zip code), USA (country).

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

Executed in Harris County, State of Texas, on the 11th day of April (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Client#: 153896 COBBFEND

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Southwest
9811 Katy Freeway, Suite 500
Houston, TX 77024
713 490-4600

CONTACT NAME: Tami Melton
PHONE (A/C, No, Ext): 713 490-4600 **FAX (A/C, No):** 713-490-4700
E-MAIL ADDRESS: tami.melton@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Phoenix Insurance Company	25623
INSURER B : Travelers Property Cas. Co. of America	25674
INSURER C : Farmington Casualty Company	41483
INSURER D : Endurance American Specialty Ins Co	41718
INSURER E : Travelers Indemnity Company	25658
INSURER F :	

INSURED
Cobb, Fendley & Associates, Inc.
4424 W Sam Houston Parkway N
Suite 600
Houston, TX 77041

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			P6306T020324PHX23	07/10/2023	07/10/2024	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
E	AUTOMOBILE LIABILITY			BA5T9261002343G	07/10/2023	07/10/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			CUP4S01891423NF	07/10/2023	07/10/2024	EACH OCCURRENCE	$12,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$12,000,000
	DED X RETENTION $10000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			UB6T0405192343G	07/10/2023	07/10/2024	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Professional Liability			DPL30039639000	07/10/2023	07/10/2024	$5,000,000 per claim $5,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate holder, only when there is a written contract or written agreement between the named insured and the certificate holder that requires such status, and only with regard to work performed on behalf of the named insured (GL: CGD3790219 ongoing and completed operations, CG D2460419; AL: CA T3530817).
(See Attached Descriptions)

CERTIFICATE HOLDER
City of Hutto
500 W. Live Oak Street
Hutto, TX 78634

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

The General, Automobile, and Umbrella Liability policies contain a special endorsement with "Primary and Noncontributory" wording (GL: CGT1000219; AL: CAT4740817; UL: EU0001 7/16).

The General Liability, Automobile, Workers Compensation, and Professional Liability policies provide a Blanket Waiver of Subrogation when required by written contract (GL: CGD3790219; AL: CA73530817; WC: WC000313; BDP0417001).

The General Liability, Automobile, Workers Compensation, Umbrella Liability, and Professional Liability policies include an endorsement providing that 30 days notice of cancellation for reasons other than non-payment of premium and 10 days notice of cancellation for nonpayment of premium will be given to the Certificate Holder by the Insurance Carrier.

The Umbrella Liability policy contains Excess Follows Form (EU0001 7/16). The Umbrella policy sits over the General, Auto, and Employers Liability coverages.

RE: Professional Engineering Services - Cottonwood Water Transmission Main.
City of Hutto is included as additional insured and provided a waiver of subrogation when available on policies where required by written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

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(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

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is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

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(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) 50 feet long or less; and

(b) Not being used to carry any person or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is:

(a) Chartered with a pilot to any insured;

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

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(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

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(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph **(1)** above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions **c.** through **n.** do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of Section **III** – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

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This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

(1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

This exclusion does not apply to:

(1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

(2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

(1) Advertising, "broadcasting" or publishing;

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(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.(1)**, **(2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph **(1)** above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

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assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A**.

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SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverages – Coverage **A** – Bodily Injury And Property Damage Liability or Paragraph **2.e.** of Section **I** – Coverages – Coverage **B** – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

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a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

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d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 50 feet long or less; and

(2) Not being used to carry any person or property for a charge.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. An organization, other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

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venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section **II** – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under Coverage **C**;
   b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
   c. Damages under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
   a. Damages under Coverage **A**; and
   b. Medical expenses under Coverage **C**;

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:
   a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
   b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

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(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. The following provisions apply to Paragraph **a.** above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section **II** – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company;

(iii) An executive officer or director of any other organization; or

(iv) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or

(b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph **e.(1)** or **(2)** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **e.** does not affect that requirement.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

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4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

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c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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2. "Advertising injury":

a. Means injury caused by one or more of the following offenses:

(1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

(2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light; or

(3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

3. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means:

a. Physical harm, including sickness or disease, sustained by a person; or

b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

a. By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

(1) Radio or television programming being transmitted;

(2) Other entertainment, educational, instructional, music or news programming being transmitted; or

(3) Advertising transmitted with any of such programming.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;

(2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph **a.** above, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

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10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.

12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

13. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.

14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

15. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

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d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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21. "Premises damage" means:

a. With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or

b. With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

(1) Fire;

(2) Explosion;

(3) Lightning;

(4) Smoke resulting from fire, explosion or lightning; or

(5) Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

(1) Rupture, bursting, or operation of pressure relief devices;

(2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or

(3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization, other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

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25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

27. "Title" means a name of a literary or artistic work.

28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

30. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

31. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft – 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Retired Partners, Members, Directors And Employees

D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees

E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

F. Blanket Additional Insured – Controlling Interest

G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

J. Incidental Medical Malpractice

K. Medical Payments – Increased Limit

L. Amendment Of Excess Insurance Condition – Professional Liability

M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement

N. Contractual Liability – Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

(a) 75 feet long or less; and

(b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 75 feet long or less; and

(2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

(b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(2)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

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D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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POLICY NUMBER: P-630-6T020324-PHX-23 ISSUE DATE: 07-11-23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR ORGANIZATION:
ANY PERSON OR ORGANIZATION
CONTINUED ON IL T8 03

ADDRESS:
CONTINUED ON IL T8 03

HOUSTON
TX
77040

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF CONTRACTUAL LIABILITY EXCLUSION – EXCEPTION FOR DAMAGES ASSUMED IN AN INSURED CONTRACT APPLIES ONLY TO NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. The following replaces Paragraph **(2)** of Exclusion **b.**, **Contractual Liability**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) Assumed by you in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. The following replaces the beginning of Paragraph **2.**, and Paragraphs **2.a.**, **b.**, **c.**, **d.** and **e.**, of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

2. If we defend you against a "suit" and your indemnitee is also named as a party to the "suit", we will have the right and duty to defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which you have assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by you;

c. The obligation to defend, or the cost of the defense of, that indemnitee has also been assumed by you in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that we determine that no conflict exists between your interests and the interests of the indemnitee;

e. You and the indemnitee ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend you and the indemnitee; and

3. The following replaces the last sentence of Paragraph **2.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

Our obligation to defend your indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c.**, **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5.**, **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL EFFECTS

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

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(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – LIABILITY COVERAGE**:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **e.** in Paragraph **B.7.**, **Policy Term, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

e. Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(1) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(a) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(b) Neither you nor any other involved "insured" will make any settlement without our consent.

(c) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(d) We will reimburse the "insured":

(i) For sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limit Of Insurance, of SECTION **II** – LIABILITY COVERAGE;

(ii) For the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limit Of Insurance, of SECTION **II** – LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(2) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.

(3) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its

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territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(4) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to $400 for "loss" to wearing apparel and other personal effects which are:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2.**, **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR ORGANIZATION: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: **UB-6T040519-23-43-G**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 R4 (00) - 001

POLICY NUMBER: UB-6T040519-23-43-G

NOTICE OF CANCELLATION OR NONRENEWAL TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to **PART SIX – CONDITIONS** :

Notice Of Cancellation Or Nonrenewal To Designated Persons Or Organizations

If we cancel or non-renew this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation or non-renewal to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation or nonrenewal is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation or nonrenewal to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation or nonrenewal.

SCHEDULE

Name and Address of Designated Persons or Organizations:	**Number of Days Notice:**
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NONRENEWAL OF THIS POLICY WILL BE GIVEN, BUT ONLY IF: 1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NONRENEWAL OF THIS POLICY; AND 2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT. ADDRESS: THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium $

Insurance Company Countersigned by _____

DATE OF ISSUE: 07-19-23 ST ASSIGN: Page 1 of 1

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2. the obtaining by any person, entity, or affiliated group of persons or entities of the right to elect, appoint, or designate at least fifty percent (50%) of the directors of the **Named Insured**;

then coverage under this Policy will continue in full force and effect until termination of this Policy, but only with respect to **Claims** for **Wrongful Acts** that take place before such event. Coverage under this Policy will cease as of the effective date of such event with respect to **Claims** for **Wrongful Acts** that take place after such event. This Policy may not be cancelled after the effective time of such event, and the entire premium for this Policy shall be deemed earned as of such time.

B. Termination of a Subsidiary

If before or during the **Policy Period** an organization ceases to be a **Subsidiary**, coverage with respect to that **Subsidiary** and its **Insured Persons** shall continue until termination of this Policy, but only with respect to **Claims** for **Wrongful Acts** that take place prior to the date such organization ceased to be a **Subsidiary**.

C. In all events, this Policy shall not provide coverage for any **Subsidiary**, or its **Insured Persons** in their capacity as such, for **Wrongful Acts** taking place before such organization qualifies as a **Subsidiary** or after such **Subsidiary** ceases to be a **Subsidiary**.

X. CONDITIONS

A. Action Against the Insurer and Bankruptcy

No action shall lie against the Insurer unless, as a condition precedent thereto, the **Insured** shall have fully complied with all the terms of this Policy, nor until the amount of the liability of the **Insured** to pay shall have been fully and finally determined either by an award or final non-appealable judgment against the **Insured** after an actual hearing or trial or by written agreement of the **Insured**, the claimant, and the Insurer. Nothing contained in this Policy shall give any person, legal entity, or organization the right to join the Insurer as a party in any action against any **Insured** to determine the **Insured's** liability.

Bankruptcy or insolvency of any **Insured** or of the **Insured's** estate shall not relieve the Insurer of any of its obligations hereunder, nor deprive the Insurer of its rights and defenses under this Policy.

B. Subrogation

In the event of any payment under this Policy, the Insurer shall be subrogated to all of the **Insured's** rights of recovery therefor against any person, legal entity, organization, or other third party. The **Insured** shall execute and deliver instruments and papers and do whatever else is reasonably necessary to secure such rights and the **Insured** shall do nothing to prejudice such rights. If the Insurer recovers any amounts paid under this Policy, such amounts shall be applied first to any costs incurred by the Insurer in recovering such amounts, then to any amounts paid by the Insurer in excess of the applicable Limit of Liability, then to reinstate any amounts paid under the applicable Limit of Liability, then to reimbursement of any Self-Insured Retention or amounts in excess thereof paid by the **Insured**. The Insurer shall have no duty to seek a recovery of any amounts paid under this Policy.

Notwithstanding the foregoing, the Insurer specifically waives its rights of subrogation against any of the **Insured's** customers or clients, but only to the extent that the **Insured** agreed,

pursuant to a written agreement, to waive its rights of recovery against such customer or client prior to the occurrence of any **Wrongful Act** or **Pollution Condition**.

C. Representations and Severability of the Application

The **Insureds** represent and acknowledge that the statements, representations, and information contained in the **Application** are true and complete, are deemed to be incorporated into and a part of this Policy as if physically attached hereto, and that this Policy has been issued in reliance on the truth and completeness of such statements, representations, and information.

In the event the **Application** contains any untrue or incomplete statement or any omission, and such statement or omission either was made with the intent to deceive or materially affected either the acceptance of the risk or the hazard assumed by the Insurer, then this Policy shall not provide coverage for any **Claim** arising from the facts that were untrue or incomplete with respect to any **Insured Person** who had knowledge of the true facts, or any **Company** and its **Subsidiaries** if a principal, partner, officer, director, or organizational equivalent of such **Company** had knowledge of the true facts, whether or not such **Insured Person** or principal, partner, officer, director, or organizational equivalent of such **Company** knew the **Application** contained such untrue or incomplete statement or omission.

D. Other Insurance

This Policy shall be in excess of the amount of the applicable Self-Insured Retention of this Policy and excess of any other insurance or indemnification available to the **Insured**, whether such insurance or indemnification is collectible or uncollectible, and whether such insurance is stated to be primary, pro rata, contributory, excess, contingent, or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability provided in this Policy.

E. Changes

Notice to any agent or knowledge possessed by any agent or other person acting on behalf of the Insurer shall not affect a waiver or a change in any part of this Policy or estop the Insurer from asserting any right under the terms of this Policy, nor shall the terms of this Policy be waived or changed, except by written endorsement issued by the Insurer and made a part of this Policy.

F. Assignment

Assignment of interest under this Policy shall not bind the Insurer unless its consent is endorsed in writing hereon.

G. Policy Termination

1. Cancellation

a. The **Named Insured** may cancel this Policy during the **Policy Period** by giving prior written notice to the Insurer stating when such cancellation shall take effect.

b. The Insurer may cancel this Policy:

ENDORSEMENT

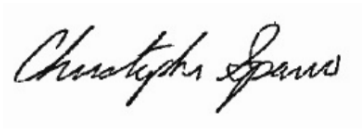
Named Insured:	Cobb, Fendley & Associates, Inc.	Policy Number:	DPL30039639000
Endorsement Effective Date:	July 10, 2023 12:01 AM Standard Time at the address of the **Named Insured** as shown in the Declarations.	Endorsement Number:	8

NOTICE OF CANCELLATION OR NON-RENEWAL TO THIRD PARTY ENDORSEMENT

It is agreed that:

I. If this Policy is cancelled by the Insurer for reasons other than non-payment of premium, or is non-renewed by the Insurer, then the Insurer shall endeavor to provide written notice of such cancellation or non-renewal to a **Third Party** not less than thirty (30) days prior to the effective date of cancellation or non-renewal. If cancellation by the Insurer is for failure to pay premium due, then the Insurer shall endeavor to provide the notice to such **Third Party** at the same time as it shall provide such notice to the **Named Insured**. Failure by the Insurer to provide such notice to any **Third Party** shall not delay the effective date of cancellation or non-renewal nor shall the Insurer be held liable in any way for such failure.

II. Solely for purposes of this Endorsement, **Third Party** means any third party, if the **Named Insured** has agreed pursuant to a written contract to provide notice of cancellation to such third party and if the **Named Insured** has provided the Insurer with the email address or physical mailing address of such third party at least thirty (30) days before the effective date of cancellation or non-renewal.



Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

AGENDA ITEM REPORT
14.2.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2024-139 authorizing the City Manager to execute an amendment to the agreement 2022-008, for professional services with Garver LLC, in the amount of $332,078.93 for CR 137 (CIP T05-2023) (Matt Rector)
Meeting:	Thursday, July 11, 2024
Department:	Engineering /
Staff Contact:	Matt Rector

BACKGROUND INFORMATION:

This agenda item has been presented to seek City Council approval for a supplemental agreement to Garver related to the County Road 137 reconstruction project.

As the City Engineer, Matt Rector, has been reporting on the status of the CR 137 project and the many coordination partnerships and the capital project has been on a hold pattern for some time and now regained momentum after approval of the Advanced Funding Agreement (AFA) with TxDOT. This amendment is specifically related to additional scope, increased project limits and design services requested for the CR 137 project.

The proposed increase from Garver for Engineering Services related to Scope, Schedule, and Budget changes as noted in the following categories of work tasks as noted within the original scope of services.

Total compensation is increased by Three hundred Thirty-Two thousand, seventy-eight dollars and ninety-three cents ($332,078.93) for a new total compensation amount of One million, Sixty-One Thousand, Three Hundred and Eighty-Five Dollars and Ninety-Three Cents ($1,061,385.93). Two areas of services as provided in the original scope have been modified

Basic Services is increased by Two hundred and Sixty Thousand Nine Hundred and Twenty-Six Dollars and Zero Cents ($260,926.00) for a new lump sum (LS) fee total of Eight Hundred and Forty-Four Thousand One Hundred Forty-Two Dollars and Zero Cents ($844,142.00).

Additional Services total compensation is increased by Seventy-One Thousand and One Hundred Fifty-Two Dollars and Ninety-Three Cents ($71,152.93) to an hourly not-to-exceed (NTE) amount of Two Hundred and Seventeen Thousand Two Hundred Forty-Three Dollars and Ninety-Three Cents ($217,243.93).

City staff requests approval from City Council to approve the supplemental for additional services necessary for the reconstruction of CR 137.

AGENDA ITEM REPORT
14.2.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

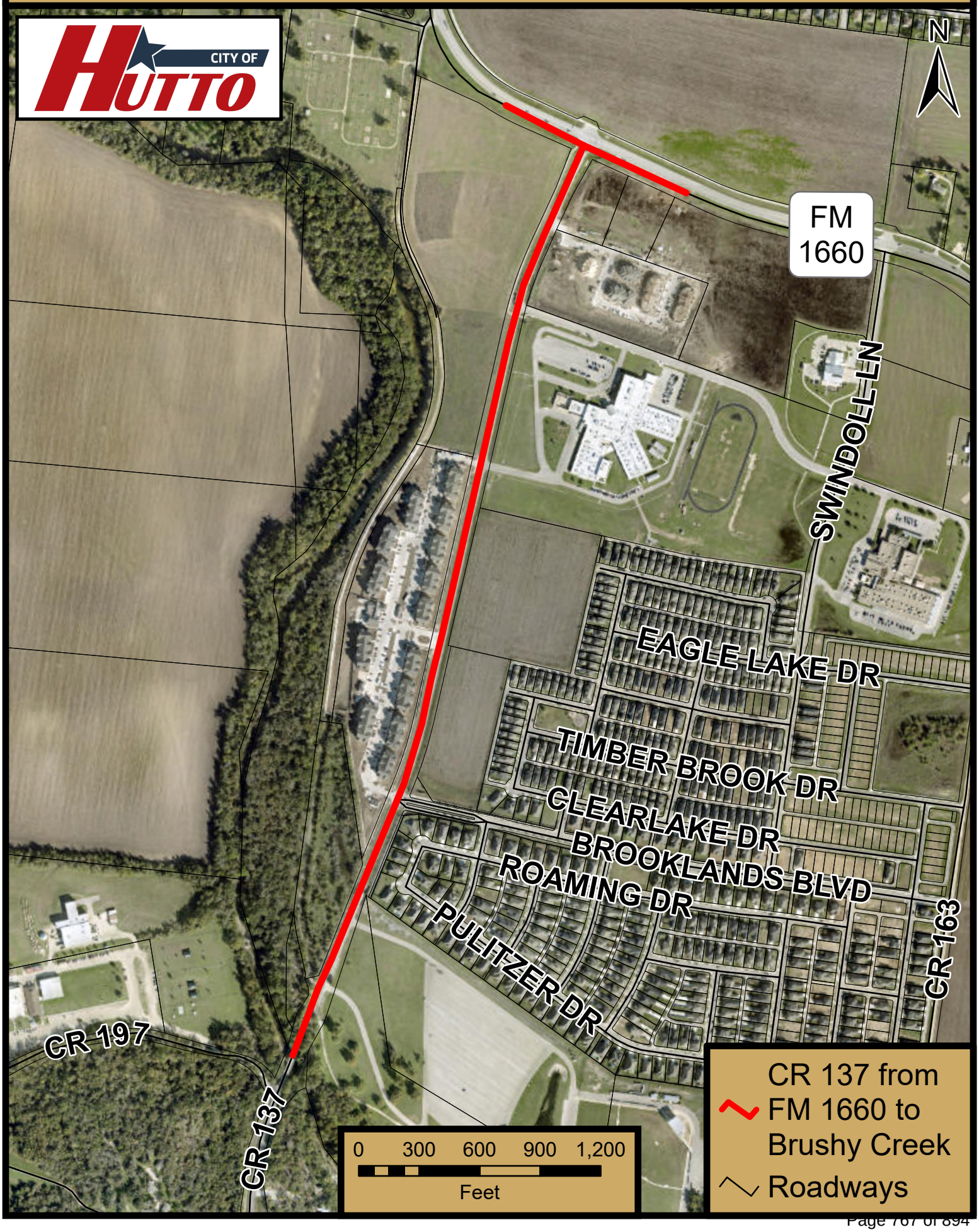
Series 2024 GO
Account Number: 31-040-060-6652
Account Name: (T05) CR 137 (FM 1660 to Brushy Creek)

Actuals:
Engineering: $743,307
Engr. Amendment: $332,079
Total Engineering: $1,075,386

ATTACHMENTS:

1. CR_137_from_FM_1660_to_Brushy_Creek
2. DRAFT_Resolution _CR 137_ Amendment No.1_revised_07.01.2024
3. CR 137_Supplement_2024-07_non partially executed_07.01.2024
4. Form 1295 Certificate 101229526

CR 137 from FM 1660 to Brushy Creek



RESOLUTION NO. R-2024-139

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE INDIVIDUAL PROJECT ORDER (IPO) 2022-008, AMENDMENT NO. 1 FOR PROJECT T05-2023 TO THE MASTER AGREEMENT WITH GARVER, LLC. RELATED TO THE COUNTY ROAD 137 IMPROVEMENTS; PROVIDING PROPER NOTICE AND MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Individual Project Order 2022-008, Amendment No. 1 with Garver, LLC. relates to Project T05-2023 for the County Road 137 Improvements; and

WHEREAS, the City Council desires to authorize the City Manager to execute the Individual Project Order 2022-008, Amendment No. 1 to the Master Agreement for Continuing Professional Services executed on August 19, 2021, attached as **Exhibit A.**

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

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

Section 2: That the Hutto City Council hereby approves and authorizes the City Manager to execute the amendment to Individual Project Order 2022-008, attached as **Exhibit A,** a copy of same being attached hereto and 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 11th day of July, 2024.

_____
Mike Snyder, Mayor

ATTEST:

_____
Laura Hallmark, City Secretary

Supplement 01 to
Individual Project Order 2022-08
to the Master Agreement
between the City of Hutto
and Garver, LLC (08/19/2021)

County Road 137 Improvements
City Project No. T05-2023

GARVER IPO
2022-08, Supplement 01

This Supplement is for the Individual Project Order (IPO) made by and between the **City of Hutto** (hereinafter referred to as "**City**") and **Garver, LLC**, (hereinafter referred to as "**Consultant**") in accordance with the provisions of the MASTER AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES executed on August 19, 2021 (the "Agreement").

Under this IPO, the City intends to contract with Garver to prepare design concepts, plans, cost estimates and construction documents and associated environmental and public meeting services for the proposed improvements of County Road 137 (CR 137) in Hutto, Texas.

Consultant will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

SECTION 1 - SCOPE OF SERVICES

Consultant will perform the services specified in Attachment A-1.

SECTION 2 – PAYMENT

Garver proposes to furnish services as described herein as follows based on the rate table provided in Attachment B-1. Total compensation is increased by Three hundred Thirty-Two thousand, seventy-eight dollars and ninety-three cents ($332,078.93) for a new total compensation amount of One million, Sixty-One Thousand, Three Hundred and Eighty-Five Dollars and Ninety-Three Cents ($1,061,385.93). Basic Services is increased by Two hundred and Sixty Thousand Nine Hundred and Twenty-Six Dollars and Zero Cents ($260,926.00) for a new lump sum (LS) fee total of Eight Hundred and Forty-Four Thousand One Hundred Forty-Two Dollars and Zero Cents ($844,142.00). Additional Services total compensation is increased by Seventy-One Thousand and One Hundred Fifty-Two Dollars and Ninety-Three Cents ($71,152.93) to an hourly not-to-exceed (NTE) amount of Two Hundred and Seventeen Thousand Two Hundred Forty-Three Dollars and Ninety-Three Cents ($217,243.93). The Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix A for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Attachment B-1 will be increased annually with the first increase effective on or about July 1, 2025.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner indicating the estimated hours spent on the effort within the billing period. Garver will identify on each invoice which SER review is being modeled or reviewed, for accounting purposes. It is anticipated that the services described in Attachment A will be provided until the NTE amount is exhausted, at which point a new IPO will be executed to extend the contract amount.

The Owner represents that funding sources are in place with the available funds necessary to pay Garver. If any payment due Garver under this agreement is not received within 60 days from date of invoice, Garver may elect to suspend services under this agreement without penalty or liquidated damages assessed from the Owner.

SECTION 3 – ATTACHMENTS

3.1 The following Attachments are attached to and made a part of this IPO:
- 3.1.1 Attachment A-1 – Scope of Services
- 3.1.2 Attachment B-1 – Fee Summary and Rate Table

This IPO may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The effective date of this IPO shall be the last date written below.

City of Hutto, Texas	Garver, LLC
By: _____ *Signature*	By: _____ *Signature*
Name: _____ *Printed Name*	Name: Wendy Travis, AICP *Printed Name*
Title: _____	Title: Vice President
Date: _____	Date: _____
Attest: _____	Attest: _____

ATTACHMENT A-1 – SCOPE OF SERVICES

1. General

Generally, the scope of services includes surveying, design, and bidding services for improvements to ***County Road 137***. The length of the project is approximately 0.90 miles with the limits starting just north of Brushy Creek to the intersection on FM 1660.

The existing roadway section is asphalt and consists of two (2) approximately 12-foot lanes with 4-foot shoulders with open ditches on both sides. The existing right-of-way varies from 60 feet to 80 feet.

Proposed improvements will consist of roadway and intersection reconstruction including added roundabout reconfiguration at FM 1660. The proposed roadway will include widening to allow for a center turn lane through the limits of the project. Additional work will include ditch and open channel regrading as well as culvert and other drainage improvements. All proposed work will be constructed within existing right-of-way along CR 137. A few parcels are likely to require right-of-way acquisition at the intersection of FM 1660 at CR 137.

Supplemental Services:

During and since the completion of the 30% and 60% design plans, completed on January 31, 2023, and December 4, 2023, respectively, the scope of services has changed.

A few of these services include design and deliverables which have changed since original scoping, while others are new deliverables or services. As noted above, previous assumptions included “ditch and open channel regrading”, which switched to curb and gutter with closed drainage system.

2. Surveys

2.1. Design Surveys

Garver will provide field survey data for designing the project, and this survey will be tied to the Owner’s control network. Extents of the survey are as follows:

1. Area to Survey:
    - Approximately 1,150 L.F. of FM 1660.
    - Approximately 4,800 L.F. of CR 137 and proposed round-a-bout.
2. Survey Control:
    - All data will be provided using the Texas State Plane, Horizontal data being based on NAD83, and Vertical data based on NAVD88 coordinate system, South Central Zone, with all coordinates in Grid. A Grid to Surface Scale factor will be noted.
3. Design Survey:
    - Elevations shall be obtained at of a maximum of 50-foot intervals, along with break lines as required, to provide a digital topographic design file at l-foot contour intervals. Cross sections will continue 10’ beyond the apparent ROW, except where a detention pond, school driveway, or neighborhood driveway exist, from which the cross sections will go 50’ beyond the apparent ROW.
    - Locate and identify all above ground features within the survey limits including structures, fences, mailboxes, sidewalks, driveways, guardrails, signs, visible utilities including, manholes, telecom boxes, utility poles, manholes, water valves with top of nut elevations and water meters.
    - Identify types of existing pavement surfaces for streets, sidewalks and driveways. Locate and identify existing traffic signals including base, street signs and control boxes.
    - Obtain inverts of manholes and culverts along with the pipe sizes.

- Locate and identify types of existing pavement surfaces for streets, sidewalks and driveways.
- Obtain spot elevations down the centerline of CR 137 at intervals not to exceed 200 feet.
- Obtain elevations within the intersection of CR 137 and FM 1660 sufficient to provide a digital topographic design file at 1-foot contour intervals.
- Contact 811/One Call to locate mark existing utilities that may exist within the limits of the survey.
- Trees that are 8-inches, and larger, in diameter shall be measured, identified and tagged with a point number.

4. Right-Of-Entry (ROE):
   - McGray & McGray will provide research to determine ownership of the landowners lying on both sides of CR 137 and FM 1660. An excel spreadsheet will be generated with the names, addresses and other pertinent information. We will send a Right-Of-Entry letter to each owner for their permission to enter upon their property to perform survey services. If no response is received within 2- weeks of the mailing date, we will resend the letter to any unresponsive owner a second time by certified mail. If we still get no response, we will make an attempt to contact the individuals by phone (if possible) or onsite. If this process fails, we will inform you to ascertain how you wish to proceed.
5. Deliverables:
   A. MicroStation (.dgn) version V8i format.
   B. The units of the drawing file shall be U.S. survey feet.
   C. Provide Contour, DTM and TIN files.

Garver will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Garver will locate buildings and other structures, streets, drainage features, existing right of way, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site. Garver will establish control points for use during construction.

Supplemental Services:

- Project limits were extended by 500 linear feet along FM 1660
- Additional survey information is needed along CR 137 and FM 1660 to capture recent development projects completed since original survey completion. This additional information includes new survey area and re-survey of recent mutli-family and commercial developments adjacent to the project.

2.2. Property Surveys

Property Surveys are not anticipated for the completion of the project and not included in this scope of services but can be added by amendment. Any information provided by Owner to Garver is assumed as correct.

3. Geotechnical Services

Geotechnical is anticipated for the completion of the project and included in this scope of services. Any information provided by Owner to Garver is assumed as correct.

Garver will be responsible for obtaining geotechnical data necessary for the design of this project.

1. RKCI will perform geotechnical services along CR 137 and FM 1660. Our scope of work includes drilling a total of nine (9) borings to 15 ft, which will include 3 roundabout borings on FM 1660 and 6 pavement borings (spaced approximately 600 ft apart) on CR 137. As part of our scope of work, RKCI will perform the following:
2. Field Sampling and Laboratory Testing:
    a. Develop soil-boring layout for approval from Garver prior to mobilization. The pavement borings will be advanced the full depth utilizing continuous sampling techniques to 15 ft. Dynamic Cone Penetrometer testing will be conducted up to 24 inches below existing ground surface.
    b. RKCI will stake borings in the field utilizing tape and right-angle measurements from existing benchmarks (does not include surveying of boring locations and assumes surveyor will stake roadway alignment);
    c. RKCI will contact Texas Excavation Safety System, Inc. (Texas 811) for clearance of certain utilities. It is expected that the Client will provide information regarding the location of any underground utilities in the vicinity of our borings, if available. RKCI will assist in locating underground utilities provided. RKCI's scope does not include performing site utility engineering (SUE) prior to drilling our borings.
    d. We will perform appropriate laboratory tests on soil samples recovered from the borings. Laboratory testing will include but not limited to moisture content, liquid limit, plastic limit, sulfate testing, particle size analysis tests, visual classification, dry density, sulfate testing, and lime series tests.
3. Geotechnical Engineering Report:
    a. RKCI will prepare a Geotechnical Engineering Report for the project reviewed and sealed by a professional geotechnical engineer Licensed in the State of Texas. The following items will be included in the report: soil boring locations, boring logs, subsurface exploration procedures, encountered subsurface conditions, field and laboratory test results, description of surface and subsurface conditions, groundwater conditions, analysis and recommendations for general earthwork recommendations, and PVR calculations.
    b. RKCI will prepare (2) pavement design options. The type of pavement design is contingent upon soils conditions encountered in our borings. Flexible pavement design analyses will be performed with TxDOT software FPS-21. Rigid pavement design analyses will be performed with the software provided on PavementDesigner.org, unless otherwise approved by the City. The final report will be produced as a PDF and will be provided electronically via email.

4. Coordination

a. Utility Coordination
    - Garver will furnish plans to all known utility owners potentially affected by the project at each stage of development. Garver shall conduct coordination meetings among all known affected utility owners to enable them to coordinate efforts for any necessary utility relocations. Garver will include the surveyed locations of the observable and marked utilities in the construction plans. Garver will also include proposed and/or relocated utility information in the construction plans as provided by the utility companies.

b. Agency Coordination
    - Garver will furnish both preliminary and final plans to the following agencies: City of Hutto and Texas Department of Transportation (TxDOT) for their review and comment.

- Garver will prepare documents related to the Advance Funding Agreement (AFA) with TxDOT for FM 1660 elements. Items which Garver will prepare will be as follows: Attachment B Location Map, Attachment C Project Budget. Information and review from City will be required.

c. Miscellaneous Coordination
    - Garver will also attend three (3) coordination meetings with the Owner and other agencies as required. Garver will prepare exhibits for these meetings when appropriate.

Supplemental Services:

a. Utility Coordination:
    - Utility coordination with utilities outside of the City of Hutto, including Oncor, AT&T, and Atmos are now required.
    - Additionally, Level A and B Subsurface Utility Engineering (SUE) is required for a few of these utilities.

b. Agency Coordination:
    - Additional effort and preparation, coordination and execution of an Advance Funding Agreement (AFA) and LOSA (Local on System Agreement) Form with TxDOT.
    - LGPP Documentation including "Oversight Level Special Approval, Part A – LG Qualifications Statement" and associated checklists, process and forms.
    - Full LGPP documentation at TxDOT reviews.

5. Environmental Services

Garver will prepare Technical Reports to support a Categorical Exclusion for the entire project in accordance with TxDOT's Environmental Guide and Toolkit. All improvements are anticipated to be within City of Hutto or TxDOT ROW. Garver will prepare a project description to complete the Workplan Development pages in TxDOT's Environmental Compliance Oversight System (ECOS). Garver will coordinate with TxDOT environmental staff to set up the project in ECOS and verify technical reports required.

Garver will conduct desktop data collection and field work to prepare environmental Technical Reports for waters, protected species and habitat, historic and archeological resources, community resources, and to identify hazardous materials risk. Garver will develop draft and final Technical Reports, coordinate reviews with TxDOT, and prepare a comments matrix for each review. Garver will prepare letters to adjacent property owners to provide a Notice of Opportunity for Public Comment.

Deliverables:

- Project Description for WPD I (draft and final)
- Surface Water Analysis Report (draft and final)
- Species Analysis and Best Management Practices Technical Report (draft and final)
- Historic PCR (draft and final)
- Archeological Background Study (draft and final)
- Community Impacts Analysis (draft and final)
- HazMat ISA (draft and final)
- Notice of Opportunity for Public Comment (draft and final - up to 30 letters)

6. Utilities

Garver will research records of properties within the project limits of construction and identify all utility companies that serve those properties including the owners of those utilities and their contact information. Garver will review project designs and identify existing utilities that could be affected by the proposed construction. Garver will then coordinate the relocation, protection, upgrading, or abandonment of any conflicting utilities. No Level A or B SUE will be prepared.

Deliverables:

- Utility Owner Summary
- Utility Conflict Matrix

Supplemental Services:

- Utility coordination with utilities outside of the City of Hutto, including Oncor, AT&T, and Atmos are now required.
- Additionally, Level A and B Subsurface Utility Engineering (SUE) is required.

7. 30% Design

The 30% design phase submittal will include preliminary engineering report, design schedule, quantities, plan set and an opinion of probable construction cost. This 30% submittal will be for the purpose of coordinating the proposed improvements with the Owner and the utility companies and developing an order of magnitude cost estimate for the project. Garver will incorporate comments from the Owner in the 60% Design. Garver will proceed with 60% Design after the 30% Design is approved by the Owner in writing.

One of the first items Garver will start work on are materials for the City to submit a Local On-System Agreement (LOSA) form for an Advanced Funding Agreement (AFA) between the City and TxDOT. The expected assistance in preparing the form, Garver will prepare a scope of work description, project location map (AFA Attachment A), estimate of cost (AFA Attachment A), and proposed schedule to be included in the AFA LOSA form.

In addition to the Preliminary Engineering Report (PER), the following sheets shall be covered in the overall plan set deliverable for the 30% design:

a. Roadway/General:
   - Title Sheet
     - Prepare a project title sheet as required for the construction plans, utilizing the template provided by the County.
   - Index of Sheets (not to scale (NTS), 1 sheet)
     - Prepare an index sheet(s) that shows each sheet's location in the plan set.
   - Project Layout (scale 1:200, double bank if needed, 1 sheet)
     - Prepare a project layout sheet(s) that clearly indicates the limits of the entire project.
   - Typical Sections (scale 1:10, 2 sheets)
     - Prepare typical section(s) for all proposed and existing roadways and cross streets.
   - Survey data
     - Prepare survey control index sheet (scale TBD, 1 sheet)

- Prepare benchmark layout sheet(s) that clearly indicate the benchmark locations and associated control information. (scale 1:10, 1 sheet with up to 9 benchmarks)

- Roadway Plan & Profiles (scale 1:50 H, 1:5V, 11 sheets)
  - Prepare roadway plan and profile sheets that depict the proposed construction.
- Driveways (scale 1:20 H, 1:2V, 5 sheets)
  - Prepare up to 10 driveway profiles/culverts for each driveway along the project corridor. When possible, these driveways will be defined in a tabular format. Non-typical driveways may require special details.

b. Traffic Control:

- Traffic Control Plans (TCP)
  - Prepare a detailed narrative for the sequence of construction and traffic control general notes utilizing the sequence approved during the schematic phase. Any changes to the sequence of construction will be approved by the City prior to developing detailed TCP layouts. (NTS, 1 sheet)

c. Drainage:

- Drainage Area Maps (scale 1:200, 1 sheet)
  - Develop existing and proposed external drainage area maps to show the overall project and drainage basin divides.
- Interior Drainage Area Maps (scale 1:100, 6 sheets)
  - Prepare interior drainage area maps that depict drainage area boundaries and flow direction arrows for roadside ditch, culverts and storm drain inlets in accordance with City of Round Rock Design Criteria Manual.
  - Each area will be identified and cross-referenced to the computation sheets.
  - Prepare a tabular ditch layout schedule that depicts pertinent information about the roadside ditch geometry and design. This table will include station, offset, flow line elevation, velocity, ditch lining material, as well as ditch bottom width. This information may be shown on Interior Drainage Maps or Drainage Plan and Profile sheets.
- Hydraulic Data Sheets (NTS, 1 sheet)
  - Develop a hydraulic data sheet including hydraulic inputs and hydraulic calculations at all culvert locations (2 crossing culvert location within project limits) in accordance with City of Round Rock Drainage Design Criteria Manual. The rational method will be utilized for the hydrologic calculations and HY-8 for the hydraulic calculations and design.
- Culvert Layout Sheets (scale 1:20 H, 1:10V, 4 sheets)
  - Develop culvert plan layout sheets including plan and elevation callouts as needed at all the major crossing locations and major roadside channels, up to **four** (4) locations.
- Drainage Computation Sheets
  - Document criteria, input and computations used to calculate run-off and hydraulics for each inlet & gutter, pipe, culvert, ditch, pond or point of interest in accordance with City of Round Rock Drainage Design Criteria Manual.
  - No Drainage Report or Technical Memorandum are required for this project.

d. Roundabout

- Traffic Analysis
    - The Consultant will perform a traffic analysis at the intersection of CR 137 at FM 1660. For the traffic analysis, the Consultant will compile traffic data, perform a site visit, develop future traffic volumes, conduct an operational and geometric analysis for the existing conditions, future no build conditions, and two (2) build conditions – traditional roundabout and compact roundabout.
    - Data Collection – Data collection for this project will include collecting 24-hour turning movement counts at the intersection, historic traffic data along all approaches, and data from Traffic Impact Analysis of proposed development in the area.
    - Site Visit – The Consultant will schedule site visits at the intersection. Information from our field observations will be used to identify issues such as poor sight distance.
    - Traffic Forecast – The Consultant will determine the annual growth rate (AGR) for the corridor. The AGR will be based on historical traffic data and information from the Metroplan's Travel Demand Model. Trip generation calculations from specifically known developments are not included in this scope of work. The AGR will be used to project the traffic to the future year (2042).
    - Traffic Volume Models – The Consultant will develop AM and PM peak hour traffic volumes for both 2022 and 2042. The volumes from these models will be used to perform the operational and geometric analysis.
    - Operational Analysis – The Consultant will use Synchro/ SimTraffic and Sidra software to determine the level of service for the existing 2022 as well as the future 2042 no build and build conditions for a traditional and compact roundabout.
    - Geometric Analysis – The Consultant will determine the geometric needs of the roundabout based on the 2042 build conditions.
    - Documentation – The Consultant will provide a summary report documenting the results of the analyses and the recommended improvements along the corridor.
- Roundabout Concepts and Layouts
    - The Consultant will prepare up to 3 alternatives for the roundabout configuration, including size and type alternatives, and associated design checks.

Supplemental Services:

- Roundabout and Signal options analysis, requested by TxDOT prior to execution of AFA. This included additional meetings and phone calls with TxDOT for input, preparation of an engineering analysis white paper to address updated TxDOT policy regarding roundabout implementation and a delay in schedule for TxDOT review and approval of roundabout alternative.

8. 60% Design

Once Garver receives written approval from Owner on 30% Design, Garver will begin 60% Design. The 60% Design phase submittal will include design schedule, checklists, general notes, quantities, plan set, comment responses and an opinion of probable construction cost. The 60% design phase will

represent approximately 60 percent of final construction contract plans. This submittal will not include technical specifications or “front end” contract documents. Garver will incorporate comments from the Owner on the 60% Design in the 100% Design. Garver will proceed with 100% Design after the 60% Design is approved by the Owner in writing.

In addition to the sheets provided in the 30% design submittal, the following sheets shall be covered in the overall plan set deliverable for the 60% design:

a. Roadway/General:

- General Notes
  - Prepare general notes for applicable project-specific items, utilizing the master general notes provided by the City.
- Horizontal Alignment Data (NTS, 1 sheet)
  - Prepare horizontal alignment data sheet(s) that depict the horizontal geometric information for the roadways to be included in the construction plan set.
- Summary Sheets (NTS, 5 sheets including summary of small signs)
  - Prepare summary sheet(s) that tabulate, combine, and summarize quantities of the various construction items.
- Removal Plans (scale 1:50, double bank, 6 sheets)
  - Prepare removal sheet(s) that clearly identify any items to be removed.
- Miscellaneous (scale TBD, 4 sheets – driveway details x 2, grading details x 1, and 1 miscellaneous detail sheet)
  - Develop miscellaneous roadway detail sheets for the project that depict details required, which are not defined in standard detail sheets.
- Retaining wall Plan & Profiles (scale 1:50 H, 1:5V, 2 sheets)
  - Prepare up to 2 retaining wall plan and profile sheets (scale 1:50) that depict the proposed construction in the areas close to the Brushy Creek Amphitheater.
- Cross Sections (scale 1:10, 40 sheets)
  - Develop cross sections at 50-foot stations and other locations as necessary for the determination of cut and fill quantities. These sections will also be used to further refine the design vertical geometry.
- Roadway Standards and Detail Sheets
  - Select roadway standards based on roadway design. Develop details as needed for non-standard roadway items.

b. Traffic Control:

- Traffic Control Plans (TCP)
  - Prepare traffic control overall phasing layout. (scale TBD, 1 sheet)
  - Prepare traffic control typical section(s) for each stage of the construction sequence to clearly delineate the position of the existing traffic with respect to the proposed construction. (scale 1:10, 2 sheets)
  - Prepare detailed TCP layouts for each phase. (scale 1:50 double bank, 6 sheets)

- Develop traffic control detail(s) for items not covered by County or TxDOT standard details. (scale TBD, 2 sheets)
- Compute an Engineer's opinion of construction schedule in order to determine an approximate duration for each of the phases of construction.
- Consider the construction sequence and plan for temporary functioning of drainage systems. (shown on TCP layouts)

c. Drainage:

- Culvert Layout Sheets (scale 1:20 H, 1:10V, 4 sheets)
  - Develop culvert layout sheets including plan, profile, riprap or grading details at all the major crossing locations and major roadside channels, up to four (4) locations.
- Culvert Standards and Detail Sheets
  - Select culvert standards based on headwall configuration and fill conditions. Develop details as needed for non-standard headwalls, special shoring, special grading at upstream and downstream transitions, structural excavation, backfill, permanent erosion control, bank stabilization and energy dissipation.

d. Roundabout:

- Roundabout Form Grade Details (scale 1:50, 1 sheet)
  - Develop form grade detail sheet(s) to show pavement grading details at roundabout location.
- Roundabout Layout Plan (scale 1:50, 1 sheet)
  - Develop roundabout detail sheet(s) to show geometric and miscellaneous details at roundabout location.
- Roundabout Traffic Control Plans (scale 1:50, 3 sheets)
  - Develop detailed traffic control plans and layouts for each stage of roundabout construction.
- Roadway Modeling 3D Modeling - Grading Plan
- Roundabout Plan and Profile Sheet (1:50H, 1:5V, 1 sheets)
  - Develop plan and profile sheet(s) that depict proposed roundabout construction.
- Roundabout Cross Sections (1:10, 10 sheets)
  - Develop cross sections at variable stations and other locations as necessary for the determination of cut and fill quantities.

e. Signing and Pavement Markings Layouts:

- Prepare signing and pavement marking layouts. (scale 1:50 double banked, 6 sheets)
- Prepare pavement marking details for non-standard conditions.
- Prepare detail sheets for small signs for non-standard signs.

f. Stormwater Pollution Prevention Plan (SW3P):

- Develop SW3P narrative in conformance with the TCP to minimize potential impacts to receiving waterways. (NTS, 1 sheet)

- Prepare Temporary Erosion Control Layouts. (scale 1:50 double banked, 6 sheets)

Supplemental Services:

- Additional turn bays, travel lanes, pedestrian ramps and refuges within the roundabout.
- Grading and drainage redesign of CR137, FM 1660, the roundabout and driveways connecting adjacent developments.
- The original scope assumed roadside ditches and culverts for drainage. The current design includes underground storm sewer system along CR 137, including grading, flowlines, and elevations of curb inlets, area inlets manholes, junction boxes, and outfalls.
- HAWK Signal and Rapid Flashing Beacons, per September 2023 PROWAG
- Illumination design at roundabout
- Detention evaluation and design including options for inline and pond re-grading at Farley Middle School.
- Pedestrian hybrid beacon signal at Farley Middle School including accessible crossing, striping, and electrical.

9. Final Design

Once Garver receives written approval from Owner on 60% Design, Garver will begin Final Design. During the final design phase of the project, Garver will conduct final designs to prepare construction plans and specifications, for one construction contract, including final construction details and quantities, special provisions, and opinion of probable construction cost. Garver will also make final field inspection with Owner, make any needed plan changes as a result of the final field inspection and/or special easement acquisition considerations, and prepare the construction documents as required to advertise for bids.

Supplemental Services:

- TxDOT requires a 90% deliverable package and will only complete official review after AFA execution.
- Additional turn bays, travel lanes, pedestrian ramps and refuges within the roundabout.
- Grading and drainage redesign of CR137, FM 1660, the roundabout and driveways connecting adjacent developments.
- The original scope assumed roadside ditches and culverts for drainage. The current design includes underground storm sewer system along CR 137, including grading, flowlines, and elevations of curb inlets, area inlets manholes, junction boxes, and outfalls.
- HAWK Signal and Rapid Flashing Beacons, per September 2023 PROWAG
- Illumination design at roundabout
- Detention design includes options for inline and pond regrading.
- Pedestrian hybrid beacon signal at Farley Middle School including accessible crossing, striping, and electrical.

10. Bid Phase Services

During the bidding phase of the project, Garver will:

A. Prepare and submit Advertisement for Bids to newspaper(s) for publication as directed by the Owner. Owner will pay advertising costs outside of this contract.
B. Dispense construction contract documents to prospective bidders (at the approximate cost of reproduction and handling).
C. Support the contract documents by preparing addenda as appropriate.
D. Participate in a pre-bid meeting if necessary.
E. Address RFI's during bid phase.
F. Attend the bid opening.
G. Prepare bid tabulation.
H. Evaluate bids and recommend award.
I. Prepare construction contracts.

11. Additional Services

Upon discussion in the Design Phases, the following can be completed on a time and materials or hourly basis, not to exceed.

11.1. Public Involvement Services

The consultant will work to ensure that stakeholders impacted by the project are informed and engaged. The following activities will be conducted:

A. Stakeholder Database will be developed to include property owners, neighborhood associations, businesses and residents who live within the project area.
B. Fact Sheet on the project includes the project description, timeline, and ways to learn more about the project.
C. Community Meeting to describe the project design and collect input from participants. The consultant will provide meeting notices including fliers and yard signs and prepare meeting materials and handouts for the meeting. The consultant will also assist with logistics for the meeting including set up and coordination.
D. Public Comment Summary log that will track input received from stakeholders. This log will be submitted monthly.
E. Project Updates for City of Hutto Website. The consultant will provide updates for the website.

11.2. Right of Way Parcel Acquisition Services

If the roundabout is required, a boundary survey and associated parcel acquisition services will be required. During the right of way acquisition phase of the project, Garver will:

A. Prepare ROW map with rough measurements and acreages to be acquired per parcel.
B. Prepare and submit boundary survey for acquisition of the properties that will be affected (up to 4 parcels).
C. Prepare signed and sealed Plat & Description for each acquisition (up to 4 parcels) up to $3,500.00 per parcel.

Supplemental Services:
11.2.a Right of Way Parcel Acquisition Services
- Subconsultant services (7 Arrows) for ROW acquisition and appraisal.

11.3. Traffic Signal Design Services

If, during the 30% conceptual phase of the project, it is determined the roundabout design will not be moving forward, instead signalized intersection improvements will be needed. In this case, Garver will prepare signal design for the remaining design processes:

A. 60%
    a. Proposed signal pole layout, no details (1 sheet)
        i. Develop proposed signal layouts based on Traffic Impact Analysis findings from adjacent developments.
    b. Condition Layout
        i. Existing poles with signs, signal heads, detection, and phasing
    c. Proposed Layout
        i. Proposed installation including the exact location of all major items of equipment; poles, luminaires, conduit, signal heads, ground boxes, detection, controller, shown in detail
    d. Elevation Sheets –
        i. Sign locations and legends
        ii. Horizontal and vertical roadway clearances
    e. Details/Summary Sheets
        i. Tables detailing and summarizing
            1. Poles, ground boxes, conduits, conductors, signal heads and faces with mounting details, accessible pedestrian push buttons, pole and controller cabinet foundations, phasing diagram, sign details
B. Final
    a. Condition Layout
        i. Existing poles with signs, signal heads, detection, and phasing
    b. Proposed Layout
        i. Proposed installation including the exact location of all major items of equipment; poles, luminaires, conduit, signal heads, ground boxes, detection, controller, shown in detail
    c. Elevation Sheets –
        i. Sign locations and legends
        ii. Horizontal and vertical roadway clearances
    d. Details/Summary Sheets
        i. Tables detailing and summarizing
            1. Poles, ground boxes, conduits, conductors, signal heads and faces with mounting details, accessible pedestrian push buttons, pole and controller cabinet foundations, phasing diagram, sign details

11.4. Construction Phase Services

During the construction phase of the project, Garver will:

A. Conformance Plans: Prepare final plans for construction that are in conformance with addenda issued during the bidding phase. Issue one final hardcopy and one PDF electronic copy to the City.
B. Submittal Reviews: Review up to twenty (20) construction submittals, including shop drawings, from the Contractor through the City, as required for compliance with the Contract Documents. Send copies of reviewed submittals to the City for redistribution.
C. Site Meetings: Attend up to four (4) site meetings including one pre-construction meeting, two (2) interim site meetings as requested by the City, and one (1) site visit upon substantial completion of the project. The City will coordinate the attendance at each meeting and prepare meeting agendas and meeting summaries, if required.
D. Clarifications and Interpretations (up to 15 issuances): Respond to RFIs and issue necessary

clarifications and interpretations of the Contract Documents when requested directly by the City. Such clarifications and interpretations will be consistent with the intent of, and reasonably inferable from the Contract Documents. Issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.

E. Change Order Requests (up to 6 issuances): Issue responses and recommendations to Contractor change proposal requests when requested directly by the City and, in conjunction with the City, negotiate costs for any contemplated changes with the Contractor.

This work does not include coordination with TxDOT, LGPP documentation, pay application review.

12. Project Deliverables

The following will be submitted to the Owner, or others as indicated, by Garver:

A. Two copies of the Preliminary Engineering Report.
B. Two copies of the Geotechnical Report.
C. Two copies of the 30% Design with opinion of probable construction cost.
D. Twp copies of the 60% Design with opinion of probable construction cost.
E. One copy of the 60% Plans to each potentially affected utility company.
F. PDF Copies of Draft 90% TxDOT submittal package and Plans
G. PDF Copies of 90% TxDOT submittal package and Plans
H. Two copies of the 100% Design with opinion of probable construction cost.
I. Two copies of the revised 100% Design with opinion of probable construction cost.
J. One copy of the revised 100% Plans to each potentially affected utility company.
K. Two copies of the 100% Plans and Specifications to the Contractor.
L. Two copies of approved shop drawings/submittals from the Contractor.
M. One hard copy set of Record Drawings.
N. Electronic files as requested.

13. Extra Work

The following items are not included under this agreement but will be considered as extra work:

A. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
B. Standalone Drainage Study.
C. Submittals or deliverables in addition to those listed herein.
D. Property Surveys, unless determined as needed per Section 11 - Additional Services. No services beyond descriptions in Section 11.
E. Pavement Design beyond that furnished in the Geotechnical Report.
F. Design of any utility relocation.
G. Level A or B SUE investigation. – INCLUDED IN SUPPLEMENT, SEE SECTIONS 4 & 6
H. Retaining walls or other significant structural design beyond that required for areas identified.
I. Street lighting or other electrical design. – INCLUDED IN SUPPLEMENT, SEE SECTION 4
J. Right of Way/Easement Acquisition, unless determined as needed per Section 11 - Additional Services. No services beyond descriptions in Section 11.
K. Noise analysis
L. Construction materials testing.
M. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
N. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
O. Construction Phase Services, unless determined as needed per Section 11 - Additional Services. No services beyond descriptions in Section 11.
P. Services after construction, such as warranty follow-up, operations support, etc.

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver.

14. Schedule

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed (NTP) and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Geotechnical Engineering (Draft)	40 days from NTP
Surveys – Design and Property	40 days from NTP
30% Design	80 days from NTP
60% Design	60 days from approval of 30% Design from City and TxDOT
90% Design Draft	25 days from approval of 60% Design from City and TxDOT
90% Design	45 days from comments of 90% Design Draft from City and TxDOT
100% Design	40 days from approval of 90% Design from City and TxDOT
Bidding Services	30 days

Please note, the CE clearance is likely to take longer than the anticipated design schedule, depending on jurisdictional reviews by TxDOT and other entities. See Attachment C for a more detailed schedule.

Attachment B-1

City of Hutto
CR 137

FEE SUMMARY - SUPPLEMENTAL 01

Basic Service		ORIGINAL FEES	SUPPLEMENTAL SERVICES FEES	CONTRACT REVISED TOTAL FEES
Survey	Change	$ 54,564.00	$ 26,335.00	$ 80,899.00
Geotechnical Services		$ 27,652.00		$ 27,652.00
Environmental		$ 37,913.00		$ 37,913.00
30% Design		$ 171,082.00		$ 171,082.00
60% Design		$ 177,209.00		$ 177,209.00
Additional Design	New		$ 106,763.00	$ 106,763.00
90% Design	New		$ 127,828.00	$ 127,828.00
Final Design		$ 98,828.00		$ 98,828.00
Bidding Services		$ 15,968.00		$ 15,968.00
Subtotal for Basic Service		**$ 583,216.00**	**$ 260,926.00**	**$ 844,142.00**
Additional Services				
Public Involvement Services		$ 25,556.00		$ 25,556.00
Property Acquisition Documents (Up To 4 Parcels)	Change	$ 16,136.00	$ 4,000.00	$ 20,136.00
Signal Design	Change	$ 26,702.00	$ (26,702.00)	$ -
Construction Phase Services	Change	$ 77,697.00	$ (77,697.00)	$ -
Subconsultant - Subsurface Utility Engineering (Levels A &	New		$ 15,970.35	$ 15,970.35
Utility Coordination	New		$ 52,489.58	$ 52,489.58
Subconsultant - Registered Accessibility Services (RAS)	New		$ 5,000.00	$ 5,000.00
Subconsultant - 7 Arrrows	New		$ 51,000.00	$ 51,000.00
Construction Phase Assistance			$ 47,092.00	$ 47,092.00
Subtotal for Additional Services		**$ 146,091.00**	**$ 71,152.93**	**$ 217,243.93**
Total All Services		**$ 729,307.00**	**$ 332,078.93**	**$ 1,061,385.93**

Attachment B-1

City of Hutto
CR 137

SURVEY - McGray and McGray

Design Surveying Services (Non-Taxable):

2 Man Crew:	74 hrs @	$165.00 /hr.= $	12,210.00
Field Coordinator:	4 hrs @	$98.00 /hr.= $	392.00
Sr. Tech:	76 hrs @	$98.00 /hr.= $	7,448.00
Tech:	60 hrs @	$92.00 /hr.= $	5,520.00
RPLS:	3 hrs @	$145.00 /hr.= $	435.00
Project Manager:	2 hrs @	$165.00 /hr.= $	330.00
		TOTAL = $	**26,335.00**

Attachment B-1

City of Hutto
CR 137

ADDITIONAL DESIGN

	WORK TASK DESCRIPTION	M-1	E-7	E-6	E-5	E-4	E-3	E-2	E-1	T-3	T-2	T-1	PC-4	AM-2
		$481.00	$398.00	$294.00	$239.00	$196.00	$168.00	$139.00	$120.00	$135.00	$111.00	$87.00	$222.00	$93.00
		hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr
4	**Coordination**													
SUP a.	**TxDOT Coordination**													
	Georgetown Area Office	1		12		20	20		16					
	Design Office/Reviewers	2		4		8	12							
	Subtotal - Coordination	**3**	**0**	**16**	**0**	**28**	**32**	**0**	**16**	**0**	**0**	**0**	**0**	**0**
9	**Designs**													
SUP a.	**HAWK Signal and Rapid Flashing Beacons**													
	HAWK Signal Design and Layout Sheets			4		8			24		4			
	Rapid Flashing Beacons (8 total) Design and Layout Sheets			8		12			30		12			
	HAWK Signal quantities			4		8			24		4			
SUP b.	**Illumination**													
	Lighting Design			4		8			24		4			
	Illumination and Voltage Drop Calculations			4		8			24		4			
	Lighting Plan Sheets			2		6			12		4			
	Illumination Details			1		4			8		2			
	Illumination Standards					4			8		2			
	Illumination Quantities			2		4			8		2			
SUP c.	**Detention**													
	Detention Needs - HEC-HMS, Calculations			2		16	20							
	Detention Layout Design			4		8		20			24			
SUP d.	**Additional Roundabout**													
	Analysis - Memo, White Paper, etc.		1	2		4			8		2			
	Temporary Signal Design and Sheets			4		8		20			24			
	Preparation and exhibits for TxDOT Review Meetings			2		16	20							
	Subtotal - Designs	**0**	**1**	**43**	**0**	**114**	**40**	**40**	**170**	**0**	**88**	**0**	**0**	**0**
	Hours	**3**	**1**	**59**	**0**	**142**	**72**	**40**	**186**	**0**	**88**	**0**	**0**	**0**
	Salary Costs	$1,443.00	$398.00	$17,346.00	$0.00	$27,832.00	$12,096.00	$5,560.00	$22,320.00	$0.00	$9,768.00	$0.00	$0.00	$0.00

SUBTOTAL - SALARIES: **$96,763.00**

DIRECT NON-LABOR EXPENSES
Document Printing/Reproduction/Assembly
Travel Costs

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **$0.00**

SUBTOTAL: **$96,763.00**

SUBCONSULTANTS FEE: RAS Review, Inspection, Repor **$10,000.00**

TOTAL FEE: **$106,763.00**

Attachment B-1

City of Hutto
CR 137

90% TXDOT DESIGN

WORK TASK DESCRIPTION	M-1	E-7	E-6	E-5	E-4	E-3	E-2	E-1	T-3	T-2	T-1	PC-4	AM-2
	$481.00	$398.00	$294.00	$239.00	$196.00	$168.00	$139.00	$120.00	$135.00	$111.00	$87.00	$222.00	$93.00
	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr
1. Project Management													
c. Project Coordination & Administration													
Prepare and maintain routine project record keeping				1	1	1	1	1					2
Responses to Project-Related Inquires				1	1	1							
Manage Project Coordination and Design Team		1	1	2	3	1	1						2
d. Progress/Coordination Meetings (Up To 3 External Meetings Assumed)													
Attend coordination/progress meetings		1		1									
Prepare agenda and sign-in sheets for external coordination/progress meetings					1		1						
Prepare meeting minutes for review via email		1		1	1		2						
e. Project Schedule													
Maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables on a monthly basis		1		1	1							2	
Subtotal - Project Management	**0**	**4**	**1**	**7**	**8**	**3**	**5**	**1**	**0**	**0**	**0**	**2**	**4**
4 Coordination													
a. TxDOT													
TxDOT forms and process					2	2		4					2
Meetings/Coordination with TxDOT			8		20	20							2
Subtotal - Coordination	**0**	**0**	**8**	**0**	**22**	**22**	**0**	**4**	**0**	**0**	**0**	**0**	**4**
5 Environmental													
a. City Due Diligence													
Provide exhibits for Environmental team					2	2		8					
Attend and support meetings for environmental coordination			2			2							
Subtotal - Environmental	**0**	**0**	**2**	**0**	**2**	**4**	**0**	**8**	**0**	**0**	**0**	**0**	**0**
6 Utilities													
a.													
Utility Owner Summary							1	2					2
Utility Conflict Matrix						2	4	6					2
Subtotal - Utilities	**0**	**0**	**0**	**0**	**0**	**2**	**5**	**8**	**0**	**0**	**0**	**0**	**4**
8 Designs													
Preliminary Engineering Report													
a. Roadway													
Address 60% Plan Review Comments		1	1	2	4	8	14	20	8	12	16		
General Notes				1	2	2	4	8	2	6	8		
Summary Sheets			1	1	2	2	6	10	1	2	6		
Survey Data					1		2	4					
Horizontal Alignment Data					1			4					
Removal Plans			1		1	2	2	4	2	8	8		
Retaining Wall Plan & Profile Sheets													
Miscellaneous				1	1	2	4	12	4	8	12		
Roadway Standards					1	2	4	8		2	4		
Develop 3D Design Models				2	6	6	10	18					
Cross Sections			1	2	2	4	8	12	2	4	8		
b. Traffic Control													
Traffic Control Layout (Phasing Overview)					1	2		4		2	4		
TCP Advance Warning Sign Sheets				1	2	4	4	12					
Traffic Control Typical Sections			1	1				8	4	6	8		
Traffic Control Narrative						1		4					
Traffic Control Plans		1						16	2	4	8		
Traffic Control Details			1										
Traffic Control Standards				1		2		8					

WORK TASK DESCRIPTION	M-1	E-7	E-6	E-5	E-4	E-3	E-2	E-1	T-3	T-2	T-1	PC-4	AM-2
	$481.00	$398.00	$294.00	$239.00	$196.00	$168.00	$139.00	$120.00	$135.00	$111.00	$87.00	$222.00	$93.00
	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr
c. Drainage													
Address 60% Plan Review Comments			1	1	2	6	6	12	8	8			
Drainage Standards				1	1	2		8	1	2	4		
d. Roundabout													
Roundabout Form Grade Details				1			4	4					
Roundabout Layout Plan				1			4	32					
Maintenance of Traffic Details				4		2	6	20					
Roadway Modeling 3D Modeling - Grading Plan						2	6	20					
Roundabout Plan and Profile Sheet				1			4	10					
Roundabout Cross Sections				1			4	8					
e. Signing and Pavement Marking													
Signing and Striping Layouts		1			4	4	8	16	2	4	8		
Signing and Striping Standards				2		2		6	1	2	6		
f. Stormwater Pollution Prevention Plan (SW3P)													
SW3P Narrative					1		2	2					
Erosion Control Plans			1	1	2	1	4	12	2	2			
Environmental, Permits, Issues and Commitments Sheet (EPIC)					1		2	4		1	1		
Erosion Control Standards				1	2			4					
Prepare opinion of Probable Construction Cost		1		2		4	6	8					
Subtotal - Designs	**0**	**4**	**8**	**28**	**37**	**60**	**114**	**318**	**39**	**73**	**101**	**0**	**0**
Hours	**0**	**8**	**19**	**35**	**69**	**91**	**124**	**339**	**39**	**73**	**101**	**2**	**12**
Salary Costs	$0.00	$3,184.00	$5,586.00	$8,365.00	$13,524.00	$15,288.00	$17,236.00	$40,680.00	$5,265.00	$8,103.00	$8,787.00	$444.00	$1,116.00

SUBTOTAL - SALARIES: **$127,578.00**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	$50.00
Travel Costs	$200.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **$250.00**

SUBTOTAL: **$127,828.00**

SUBCONSULTANTS FEE: **$0.00**

TOTAL FEE: **$127,828.00**

Attachment B-1

City of Hutto
CR 137

SUE - The Rios Group

THE RIOS GROUP

Estimate for Subsurface Utility Engineering
City of Hutto CR 137
Hutto, Texas

EXHIBIT A-2

Hourly Office Labor	*Rate*	*Assumed Quantity*	*Unit of Measure*	*Sub-Total*
Supervisory Engineer	$ 190.86	2	HR	$ 381.72
SUE Project Manager	$ 169.71	8	HR	$ 1,357.68
Assistant Project Manager	$ 118.30	12	HR	$ 1,419.60
CADD Technician	$ 74.84	30	HR	$ 2,245.20
Field Manager	$ 127.23	5	HR	$ 636.15
Sub-Total				**$ 6,040.35**

QL"B" SUE Designating	*Rate*	*Assumed Quantity*	*Unit of Measure*	*Sub-Total*
One Designating Person	$ 160.00	20	HR	$ 3,200.00
Two Person Designating Crew	$ 250.00	10	HR	$ 2,500.00
Sub-Total				**$ 5,700.00**

QL"A" SUE Test Holes				
Unit Rate - Depth	*Outside Pavement Rate*	*Assumed Quantity*	*Unit Of Measure*	*Sub-Total*
0 - 5 feet	$ 1,315.00	2	EA	$ 2,630.00
5 - 8 feet	$ 1,600.00	1	EA	$ 1,600.00
8 - 13 feet	$ 1,995.00	0	EA	$ -
13 - 20 feet	$ 2,575.00	0	EA	$ -
Over 20 feet	$ 3,025.00	0	EA	$ -
Test Hole Total		3		
Sub-Total				**$ 4,230.00**
Total Estimated Cost				**$ 15,970.35**

Attachment B-1

City of Hutto
CR 137

Utility Coordination - The Rios Group

CR 137 - City of Hutto
Estimate for Utility Coordination

Roadway:	CR137										
County:	Williamson County										
Prime Provider:	Garver										
Sub Provider:	The Rios Group, Inc.										
	BASIS SERVICES	$ 190.86	$ 169.71	$ 74.84	$ 81.39	$ 187.96	$ 128.52				
Task #	**Task Descriptions**	Supervisory Engineer	Project Manager	CADD Tech	Admin / Clerical	Senior Utility Coordinator	Utility Coordinator	Total Hours	Total Cost	Total Sheets or # of Items	Hours per Sheet or item
	UTILITY COORDINATION										
A	Initial (Kick-Off) Project Meeting for Utilities and on-site review	2				6	16	24	$ 3,565.80		
B	Progress Meetings (7 utilities X 1 individual mtg @ 3 hrs/mtg., & 1 Group progress mtgs X 10 hrs/mtg) Time includes scheduling, exhibits, travel, agenda, minutes...	2		8	4	12	30	56	$ 7,417.12		
C	Prepare and maintain a utility contact list; including any depts or consultants involved. Provide initial project documents.						10	10	$ 1,285.20		
D	Communicate with design team, ROW, the city, and Utility Owners (Uos) This includes attending project meetings and conference calls as necessary (Assume 2 in person meetings and 8 conference calls)	4		8	4	10	24	50	$ 6,651.80		
E	Create & Maintain Utility Conflict Matrix and accompanying CADD file			24		8	24	56	$ 6,384.32		
F	Assist Utilities with relocation options. Review relocation plans and permits	2				12	24	38	$ 5,721.72		
H	Work with the City and any Utility that may have property rights to identify reimbursable costs and secure a reimbursement contract	2				16	24	42	$ 6,473.56		
I	Provide regular status reports, utility schedules, coordinate regularly with the project team	2			2	8	24	36	$ 5,132.66		
J	Daily correspondence with Utilities and Project team. Provide plans, exhibits, and changes to the project to all parties.	2		4		16	48	70	$ 9,857.40		
	Totals	**16**	**0**	**44**	**10**	**88**	**224**	**382**	**$ 52,489.58**	**0**	

Attachment B-1

City of Hutto
CR 137

ACQUISITION SERVICES - 7 Arrows Land Staff, LLC

ROW FEE SCHEDULE - GARVER / CITY OF HUTTO		
Service Item	**Service Fee**	
I. Acquisition Services		
Title & Title Curative	$	2,000
Administrative Fee	$	1,500
ROW Acquisition - Negotiation Services	$	3,000
Closing Services	$	1,500
Total Price per Parcel	$	8,000
Number of Parcels		3
Sub-Total Acquisition Services	*$*	*24,000*
II. Appraisal Services[1]		
Complex Appraisals	$	7,000
Parcel Count - Complex Appraisals		3
Total Appraisal Services	*$*	*21,000*
III. Project Management Services		
Project Manager Hourly Rate ($/Hr)	$	200
Agent Hourly Rate ($/Hr)	$	125
Project Management Hours		30
Total Project Management Services	*$*	*6,000*
Total Estimated Cost	**$**	**51,000**
IV. Condemnation Support Services		
Testifying Witness Hourly Rate ($/hr)	$	400
Appraiser Associate Hourly Rate ($/hr)	$	250
Research Hourly Rate ($/hr)	$	125

Note:

*Condemnation Support Services will be estimated on an as needed basis and provided as a supplement. Condemnation Support Services begin when 7Arrows has provided an Eminent Domain package to Client.

*Relocation Services are not included in this fee schedule.

*7Arrows Land Staff, LLC will only charge for services performed.

[1]In the event appraisal services are less than estimated, they will be billed as received.

Attachment B-1

City of Hutto
CR 137

CONSTRUCTION PHASE ASSISTANCE

WORK TASK DESCRIPTION	E-7	E-5	E-3	E-2	E-1	T-2	T-3	AM-2
	$398.00	$239.00	$168.00	$139.00	$120.00	$111.00	$135.00	$93.00
	hr	hr	hr	hr	hr	hr	hr	hr
1. Project Management								
Administration and Coordination		12	16	4				12
Quality Control Review	2	4						1
Subtotal - Project Management	**2**	**16**	**16**	**4**	**0**	**0**	**0**	**13**
2. Civil Engineering								
Preconstruction Meeting (1)	2		4	2				2
Utility Coordination Meeting (1)	2	2	4	4				1
Virtual Progress Meetings w/ Contractor/City (4)	2	4	8	4				4
Shop Drawings/Material Submittals (up to 20)		4	8	20	16	4		4
On-Site Meetings (2)	2	4	8	4				
Prepare Change Orders (up to 5)		4	12	20	12	8	2	4
Final Project Inspection and Punchlist	2		4	6	4			2
Record Drawings		2	4	8	20	8	4	
Subtotal - Civil Engineering	**10**	**20**	**52**	**68**	**52**	**20**	**6**	**17**
Hours	**12**	**36**	**68**	**72**	**52**	**20**	**6**	**30**
Salary Costs	$4,776.00	$8,604.00	$11,424.00	$10,008.00	$6,240.00	$2,220.00	$810.00	$2,790.00

SUBTOTAL - SALARIES:		**$46,872.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$20.00	
Travel Costs	$200.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$220.00**
SUBTOTAL:		**$47,092.00**
SUBCONSULTANTS FEE:		**$0.00**
TOTAL FEE:		**$47,092.00**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1183240

Date Filed:
07/02/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
GARVER, LLC
GEORGETOWN, TX United States

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

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.
(137) T4
CR 137 ROADWAY FROM FM 1660 TO BRUSHY CREEK

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
HOSKINS, BROCK	GEORGETOWN, TX United States	X	
GRAVES, MICHAEL	GEORGETOWN, TX United States	X	
SCHNIERS, BRENT	GEORGETOWN, TX United States	X	
SOBER, JEFFREY	GEORGETOWN, TX United States	X	
MOTT, JR., Wm. EARL	GEORGETOWN, TX United States	X	
HOLDER, JR., JERRY	GEORGETOWN, TX United States	X	
MCILLWAIN, FRANK	GEORGETOWN, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Wendy Travis, and my date of birth is April 26, 1967.

My address is 285 SE Inner Loop, Suite 110 (street), Georgetown (city), TX (state), 78626 (zip code), USA (country).

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

Executed in Williamson County, State of Texas, on the 2nd day of July (month), 20 24 (year).

Wendy A Travis

Signature of authorized agent of contracting business entity
(Declarant)

AGENDA ITEM REPORT
14.3.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2024-141 regarding amendment No. 4 for drainage design services to the K. Friese Contract in the amount of $138,130 for the Megasite East/West Spine road project (CIP T08-2023) (Matt Rector)
Meeting:	Thursday, July 11, 2024
Department:	Engineering /
Staff Contact:	

BACKGROUND INFORMATION:

On October 23, 2022 City Council approved a contract with K Friese and Associates for the design of the Megasite East/West Spine Road. That original contract was for $750,103.99.

On April 6, 2023 City Council approved an amendment to the contract to include the design for water, wastewater, and drainage/detention that were previously omitted from the project. That amendment was for $489,171.20.

The second amendment to the contract added construction phase services that were previously omitted from the project. The amendment was approved by City Council December 14, 2023 in the amount of $80,505.00, for a total contract cost amount $1,319,780.19.

The third amendment to the contract added Project Management Administration and professional services to revise the drainage to accommodate adjacent developments within the project. The amendment was approved by City Council January 4, 2024 in the amount of $72,060.00, for a total contract cost amount $1,391,840.19.

The purpose of this item is to make a fourth amendment to the contract to add design services to revise the design on the following plan categories: 1) roadway plans and geometry; 2) drainage plans; and 3) water and gravity wastewater design within the project. This amendment is being proposed for the amount of $138,130.00. This will bring the total contract cost to $1,529,970.19.

The Economic Development team continues to coordinate with the City Staff and the contractor for construction activities and simultaneously maintain communication with developments in the Megasite area.

SUMMARY OF REQUEST:

AGENDA ITEM REPORT
14.3.

STAFF REVIEW:

FISCAL NOTES:

Budgeted Amount $18,323,073.5

- Design/Engineering: $2,748,461
- Equipment: $183,231
- Materials Testing: $1,374,231
- ROW: $549,692
- Construction: $14,658,459

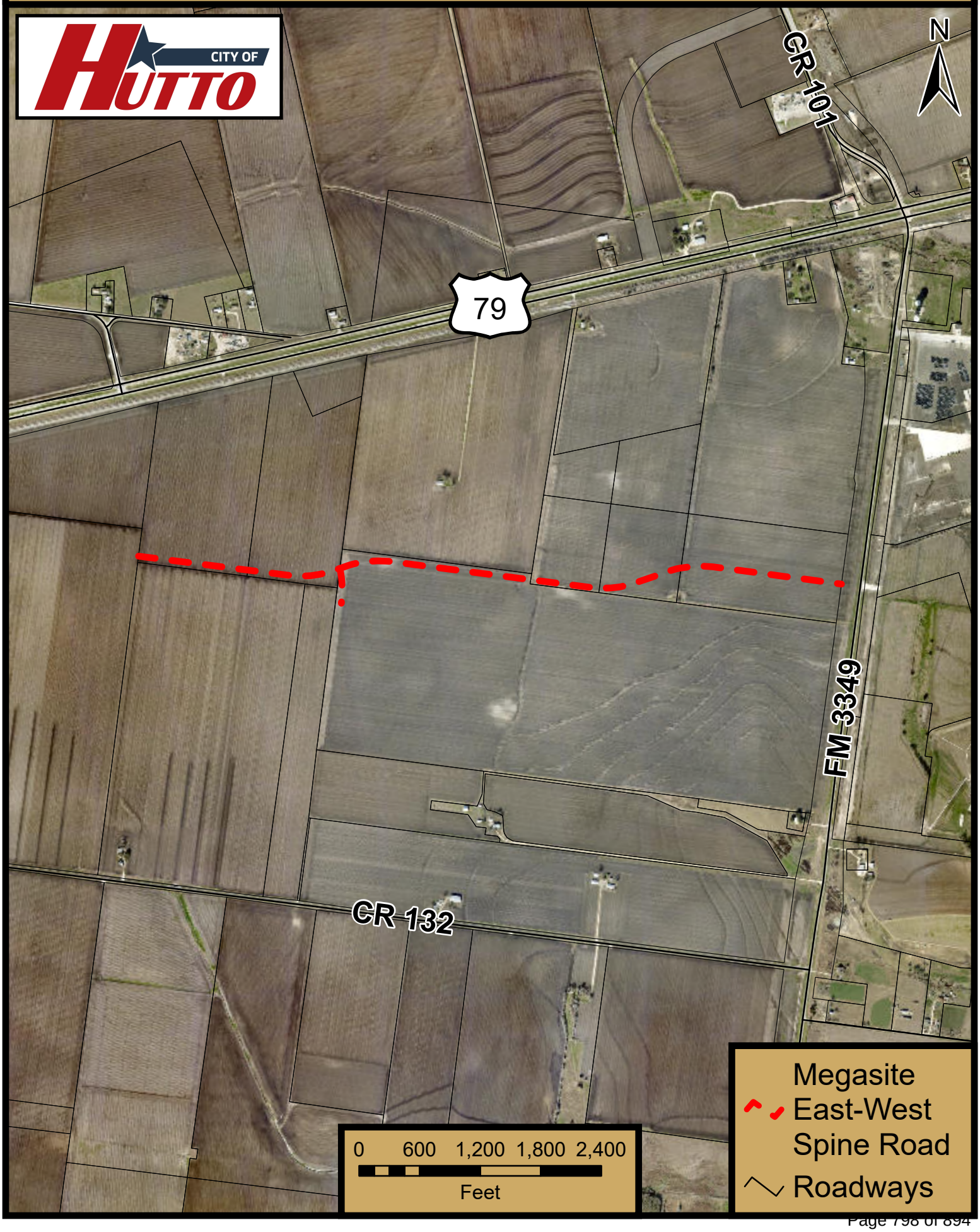
Actual Expenditures:

- Design/Engineering: $1,529,970
- Equipment:
- Materials Testing: $95,048 (to date)
- Construction Staking: $13,042
- ROW
- Construction: $12,981,741

ATTACHMENTS:

1. Megasite_East_West_Spine_Road
2. Resolution _E-W Spine Road-KFA Amendment No.43_revised_07.01.2024_mm
3. 0893 Hutto SWA to TO1_Amend #4 - Megasite Arterial Spine Rd_Partial

Megasite East-West Spine Road



RESOLUTION NO. R-2024-141

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE INDIVIDUAL PROJECT ORDER (IPO) 2024, AMENDMENT NO. 4 TO THE MASTER AGREEMENT WITH K FRIESE + ASSOCIATES, INC. IN THE AMOUNT OF $138,130 FOR DRAINAGE DESIGN SERVICES FOR THE MEGASITE EAST/WEST ARTERIAL SPINE ROAD PROJECT (CIP T07-2023); PROVIDING PROPER NOTICE AND MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Individual Project Order 2024, Amendment No. 4 with K Friese + Associates, Inc. relates to Project T07-2023 for the Megasite East/West Arterial Spine Road; and

WHEREAS, the City Council desires to authorize the City Manager to execute the Individual Project Order 2024, Amendment No. 4 to the Master Agreement for Continuing Professional Services executed on July 15, 2021, in the amount of $138,130, attached as **Exhibit A.**

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

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

Section 2: That the Hutto City Council hereby approves and authorizes the City Manager to execute the amendment to Individual Project Order 2024, attached as **Exhibit A,** a copy of same being attached hereto and 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 11th day of July, 2024.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 11th day of July 2024 on vote of __AYES; ___NAYS; __ABSTENTIONS

CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Laura Hallmark, City Secretary

Individual Project Order 2024
to the Master Agreement
between the City of Hutto
and K Friese + Associates, Inc.
(06/26/2024)

Project No: T7

Hutto – Megasite East/West Arterial Spine Road

Amendment No. 04

K Friese & Associates, LLC
IPO 2023-T7 Amendment No. 04

This Individual Project Order (IPO) is made by and between the **City of Hutto** (hereinafter referred to as "**City**") and **K Friese + Associates, Inc.**, (hereinafter referred to as "**Consultant**") in accordance with the provisions of the MASTER AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES executed on July 15, 2021 (the "Agreement") and IPO FOR PROJECT T7 executed on October 23, 2022 (the "Project IPO").

Under this IPO, the City intends to construct the following projects:

- T7 Hutto – Megasite East/West Arterial Spine Road

Consultant will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

SECTION 1 - SCOPE OF SERVICES

Consultant will perform the services specified in Attachment A.

SECTION 2 – PAYMENT

For the Services set forth above, City will pay Consultant as follows:

The table below presents a summary of the fee amounts and fee types for this IPO.

WORK DESCRIPTION	FEE AMOUNT	AMENDMENT No. 01, 02, & 03 AMOUNT	CHANGE IN FEE	FEE TYPE
Project Management	$40,170.00	$31,010.00	$13,140.00	LUMP SUM
Surveys	$72,328.00	$9,300.00	$0.00	LUMP SUM
Geotechnical Analysis	$12,690.00	$12,919.20	$0.00	LUMP SUM
Environmental Services/Permitting	$27,262.90	$0.00	$0.00	LUMP SUM
Utility Coordination	$1,400.00	$0.00	$0.00	LUMP SUM
Agency Permitting	$9,670.00	$0.00	$0.00	LUMP SUM
30% Schematic Design	$90,420.00	$0.00	$0.00	LUMP SUM
Regional Detention Analysis	$0.00	$39,940.00	$25,760.00	LUMP SUM
60%, 90%, 100% Design	$431,800.00	$472,770.00	$99,230.00	LUMP SUM
Additional Work (SUE/Expenses)	$64,363.09	$4,692.00	$0.00	HOURLY
Construction Phase Services	$0.00	$71,105.00	$0.00	LUMP SUM
TOTAL FEE	$ 750,103.99	$ 641,736.20	$ 138,130.00	

The total lump sum amount authorized to Consultant under this amended IPO is $1,529,970.19

City will pay consultant for Services rendered at the rates shown in Attachment B for each classification of Consultant's personnel (may include contract staff classified at Consultant's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Attachment B will be increased annually with the next increase effective on or about October 20, 2024 as stated in the Project IPO.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Direct cost-plus ten percent (10%) for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
4. The amount allowed by the federal government for mileage with an additional $0.05 for survey trucks/vans.

SECTION 3 – ATTACHMENT

3.1 The following Appendices are attached to and made a part of this IPO:
- 3.1.1 Attachment A – Scope of Services
- 3.1.2 Attachment B – Fee Schedule and Unit Rates
- 3.1.3 Attachment C – Form 1295: Certificate of Interested Parties
- 3.1.4 Attachment D – HB 89 Verification Form

This IPO may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The effective date of this IPO shall be the last date written below.

City of Hutto, Texas	K Friese & Associates, LLC
By: _____ *Signature*	By: _____ *Signature*
Name: _____ *Printed Name*	Name: Thomas M. Owens *Printed Name*
Title: _____	Title: Vice President
Date: _____	Date: 26 Jun 2024
Attest: _____	Attest: _____

Attachment A – Scope of Services

Project No: T7

Hutto – Megasite East/West Arterial Spine Road

Amendment No. 4

June 26, 2024

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1.0 Project Description

This scope of services will supplement previously approved agreement between the City of Hutto (City) and K Friese + Associates (KFA) approved at October 20, 2022 City Council Meeting and subsequently executed October 24, 2022.

The City requested supplemental work for KFA to include the following items in the Megasite East/West Arterial Spine Road:

- Project Management Administration
- Revised drainage design to accommodate adjacent developments

K Friese + Associates (KFA) shall be responsible for developing all designs necessary to bid and construct the proposed improvements, with support from the following subconsultants:

2.0 Project Schedule

KFA will incorporate supplemental services to the project schedule and complete work within sixty (60) days of NTP.

3.0 Project Management

3.1 Overall Project Management

KFA will coordinate with the City, EDC, and developers as directed.

3.2 Meetings

KFA shall include time and resources to support the following meetings:

- Progress meeting (4 virtual meetings assumed)

4.0 Surveys *(Unchanged)*

5.0 Geotechnical Analysis *(Unchanged)*

6.0 Environmental Services *(Unchanged)*

7.0 Utility Coordination *(Unchanged)*

8.0 Permitting *(Unchanged)*

9.0 Design

9.1 30% Schematic Design *(Unchanged)*

9.2 60% / 90% / 100% Plans Specifications & Estimate (PS&E) Design

a. GENERAL SHEETS
   i. TITLE SHEET - *(Unchanged)*
   ii. INDEX OF SHEETS *(Unchanged)*
   iii. QUANTITY/SUMMARY SHEETS – (1 Sheet)
   iv. GENERAL NOTES - *(Unchanged)*
   v. HORIZONTAL ALIGNMENT DATA - *(Unchanged)*
   vi. SURVEY CONTROL - *(Unchanged)*
   vii. UTILITY LAYOUT SHEETS - *(Unchanged)*
   viii. TYPICAL SECTIONS - (2 Sheets)
   ix. PROJECT LAYOUT SHEET - (1 Sheet)
   x. ROADWAY REMOVAL SHEETS - *(Unchanged)*

b. ROADWAY PLANS & GEOMETRY – KFA will review, confirm impacts, and update quantities from drainage updates to ensure adequate design. No roadway sheets will be updated and revised

c. GRADING AND DETAILS - *(Unchanged)*

d. DRAINAGE PLANS – KFA will revise its drainage design to provide conveyance and detention of undetained fully developed off-site stormwater discharges from two (2) adjacent sites (Titan and Live Oak). The hydrologic and hydraulic analyses and associated sheets will be revised.

    i. PROPOSED OFFSITE DRAINAGE AREA MAPS (1 Sheets)
    ii. ONSITE DRAINAGE AREA MAPS – (1 Sheets)
    iii. DRAINAGE HYDROLOGIC AND HYDRAULIC CALCULATIONS (1 Sheets)
    iv. CULVERT LAYOUTS (not used)
    v. CULVERT HYDRAULIC CALCULATIONS (not used)
    vi. DETENTION POND GRADING PLANS (6 Sheets)
    vii. STORM SEWER PLAN & PROFILE SHEETS (10 Sheet)
    viii. STORM SEWER HYDRAULIC CALCULATIONS (1 Sheet)
    ix. DRAINAGE DETAIL SHEETS – (1 Sheets)
    x. DRAINAGE STANDARDS – (1 Sheet)
    xi. CHANNEL LAYOUT (6 Sheets)

e. TRAFFIC CONTROL PLANS - *(Unchanged)*

f. SIGNING AND PAVEMENT MARKING - *(Unchanged)*

g. EROSION CONTROL SHEETS

    i. EROSION CONTROL PLAN SHEETS (8 Sheets)

h. ILLUMINATION / LIGHTING DESIGN AND UNDERGROUND UTILITY ACCOMMODATION - *(Unchanged)*

i. LANDSCAPE DESIGN – *(Unchanged)*

j. OPINION OF PROBABLE CONSTRUCTION COST

    i. KFA will prepare and submit an engineer's opinion of probable construction cost utilizing calculated quantities, City of Hutto, City of Austin, TxDOT Austin District Average unit prices in Microsoft Excel and pdf format with the revised plan sheets.

k. CONSTRUCTION SCHEDULE – *(Unchanged)*.

l. CONSTRUCTION PROJECT MANUAL – *(Unchanged)*

m. WATER AND GRAVITY WASTEWATER DESIGN – KFA will review, confirm impacts, and update quantities from drainage updates to ensure adequate design. No roadway sheets will be updated and revised.

9.3 Regional Detention Investigation and Adaption

KFA will update the hydrologic models to provide adequate detention pond storage for the Megasite and contributing drainage area. Two developments, Live Oak and Titan, are assumed to be fully developed with undetained stormwater discharges. All models will be updated, and analysis fully documented within the plan set.

10.0 Additional Work *(Unchanged)*

11.0 Future Work *(Unchanged)*

12.0 Construction Phase Services *(Unchanged)*

ASSUMPTIONS MADE FOR THIS PROPOSAL

1. Offsite “Titan” development includes two (2) parcels totaling approximately 181.53 acres and identified by Williamson Central Appraisal District by Parcel IDs R020915, R020916, and R020941
2. Offsite “Live Oak” development includes four (4) parcels totaling approximately 50.65 acres and identified by Williamson Central Appraisal District by Parcel IDs R498062, R498071, 345747, and R498070
3. Assumed development impervious cover of 90% used in hydrologic analysis per Hutto UDC (10.407.5.1.1)

Attachment B – Project Fee Schedule

Project No: T7

Hutto – Megasite East/West Arterial Spine Road

Amendment No. 4

June 26, 2024

CITY OF HUTTO MEGASITE - SPINE ROADWAY

24-Jun-24

CURRENT TOTALS FOR SWA #4.0

Hours	Labor	Expenses	Total Cost
631	**$137,930.00**	**$200.00**	**$138,130.00**

CURRENT TASK SUB-TOTALS FOR SWA #4.0

Task	Hours	Labor	Expenses
PROJECT MANAGEMENT	46	$ 12,940.00	$ 200.00
SURVEYS	0	$ -	$ -
GEOTECHNICAL ANALYSIS	0	$ -	$ -
ENVIRONMENTAL SERVICES / PERMITTING	0	$ -	$ -
UTILITY COORDINATION	0	$ -	$ -
AGENCY PERMITTING	0	$ -	$ -
30% SCHEMATIC DESIGN	0	$ -	$ -
60%, 90%, 100% PS&E DESIGN	100	$ 25,760.00	$ -
REGIONAL DETENTION ANALYSIS	485	$ 99,230.00	$ -
	631	**$ 137,930.00**	**$ 200.00**

HOURLY TASK

Task	Hours	Labor	Expenses
Subsurface Utility Engineering (SUE)	0	$ -	$ -

CITY OF HUTTO MEGASITE - SPINE ROADWAY

Lump Sum Work Items				KFA				Totals			
Task No.	Task Name	Sub-Task No.	Sub-Task	Total Hours	Total Labor	Total Expenses	Total Subconsultant Markup	Total Hours	Total Labor	Total Expenses	Total Subconsultant Markup
3	PROJECT MANAGEMENT	1	Overall Project Management	28	$7,960.00	$0.00	$0.00	28	$7,960.00	$0.00	$0.00
3		2	Meetings	18	$4,980.00	$200.00	$0.00	18	$4,980.00	$200.00	$0.00
3		3	Progress Reporting	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
4	SURVEYS	1	Route Survey (Category 2)	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
4		2	Topographic Surveying (Category 6)	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
5	GEOTECHNICAL ANALYSIS	1	Field Sampling and Laboratory Testing	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
5		2	Geotechnical Engineering Report	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
6	ENVIRONMENTAL SERVICES / PERMITTING	1	Phase I Environmental Site Assessment	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
6		2	Waters of the U.S. Delineation	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
6		3	Protected Species Habitat Evaluation	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
6		4	Cultural Resource Desktop Study	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
7	UTILITY COORDINATION	1	Utility Conflict Evaluation	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
8	AGENCY PERMITTING	1	TCEQ NPDES Permitting	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
8		2	TDLR (TAS) Review	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
8		3	Williamson County Development Review Permit	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
8		4	TxDOT Driveway Permit	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
9	30% SCHEMATIC DESIGN	1	Schematic Preparation	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
9		1	Preliminary Engineering Report (PER)	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
9		1	Roadway Design	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
9		1	Drainage Design	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
9		1	Illumination/Lighting Design	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
9		1	Landscape Design	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
9		1	Schematic QA/QC	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
9		1	Opinion of Probable Construction Cost	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
9		1	Construction Schedule	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
9		1	Comment Response	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
9	60%, 90%, 100% PS&E DESIGN	2ai	Title Sheet	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
9		2aii	Index of Sheets	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
9		2aiii	Quantity/Summary Sheets	16	$3,080.00	$0.00	$0.00	16	$3,080.00	$0.00	$0.00
9		2aiv	General Notes Sheet	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
9		2av	Horizontal Alignment Data Sheets	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
9		2avi	Survey Control Sheets	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
9		2avii	Utility Layout Sheets	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
9		2aviii	Typical Section Sheets	28	$4,440.00	$0.00	$0.00	28	$4,440.00	$0.00	$0.00
9		2aix	Project Layout Sheet	12	$1,960.00	$0.00	$0.00	12	$1,960.00	$0.00	$0.00
9		2ax	Roadway Removal Sheets	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
9		2ax	Roadway Plan & Geometry	50	$8,180.00	$0.00	$0.00	50	$8,180.00	$0.00	$0.00
9		2bi	Roadway Plan & Profile Sheets	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
9		2bii	Roundabout Intersection Layout Sheets	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
9		2biii	Intersection Plan and Profile Sheets	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
9		2biv	Driveway Plan and Profile Sheets	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
9		2ci	Roadway Standards and Details Sheets	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
9		2cii	Roadway Cross Sections	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
9		2di	Existing & Proposed Offsite Drainage Area Maps	10	$2,060.00	$0.00	$0.00	10	$2,060.00	$0.00	$0.00
9		2dii	Onsite Drainage Area Maps	40	$8,400.00	$0.00	$0.00	40	$8,400.00	$0.00	$0.00
9		2diii	Drainage Hydroglogic And Hydraulic Calculations	6	$1,140.00	$0.00	$0.00	6	$1,140.00	$0.00	$0.00
9		2div	Culvert Layouts	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
9		2dv	Culvert Hydraulic Calculations	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
9		2dvi	Detention Pond Grading Plans	42	$8,400.00	$0.00	$0.00	42	$8,400.00	$0.00	$0.00
9		2dvii	Storm Sewer Plan & Profile Sheets	100	$22,800.00	$0.00	$0.00	100	$22,800.00	$0.00	$0.00
9		2dviii	Storm Sewer Hydraulic Calculations	16	$4,480.00	$0.00	$0.00	16	$4,480.00	$0.00	$0.00
9		2dix	Drainage Detail Sheets	8	$1,440.00	$0.00	$0.00	8	$1,440.00	$0.00	$0.00
9		2dx	Drainage Standards	12	$2,320.00	$0.00	$0.00	12	$2,320.00	$0.00	$0.00
9		2dxi	Channel Layout	24	$4,640.00	$0.00	$0.00	24	$4,640.00	$0.00	$0.00
9		2ei	Traffic Control Plan Narrative Sheet	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
9		2eii	Advanced Warning Signs Sheet	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00

9		2eii	Traffic Control Plan Standards	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
9		2fi	Signing And Pavement Marking Layouts	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
9		2fii	Signing And Pavement Marking Standard Sheets	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
9		2gi	Stormwater Pollution Prevention Plan	2	$660.00	$0.00	$0.00	2	$660.00	$0.00	$0.00
9		2gii	Erosion Control Plan Sheets	46	$8,620.00	$0.00	$0.00	46	$8,620.00	$0.00	$0.00
9		2giii	Erosion Control Standard Sheets	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
9		2hi	Illumination Plan Sheets	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
9		2hii	Illumination Circuit Diagram	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
9		2hiii	Illumination Details	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
9		2ii	Landscape Plan Sheets	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
9		2iii	Landscape Details	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
9		2iiii	Maintenance Manual	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
9		2	PS&E QA/QC	16	$5,120.00	$0.00	$0.00	16	$5,120.00	$0.00	$0.00
9		2j	Opinion of Probable Construction Cost	23	$4,390.00	$0.00	$0.00	23	$4,390.00	$0.00	$0.00
9		2k	Construction Schedule	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
9		2l	Construction Project Manual	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
9		2m	Water and Gravity Wastewater Design	24	$4,920.00	$0.00	$0.00	24	$4,920.00	$0.00	$0.00
9		2	PS&E Comment Response	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
9		2	Submittal Package	10	$2,180.00	$0.00	$0.00	10	$2,180.00	$0.00	$0.00
9		1	Obtain and Review Adjacent Report	36	$9,920.00	$0.00	$0.00	36	$9,920.00	$0.00	$0.00
9	REGIONAL DETENTION ANALYSIS	1	Regional Detention Analysis	64	$15,840.00	$0.00	$0.00	64	$15,840.00	$0.00	$0.00
9		1	Regional Detention Analysis Report	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
9		1	Model updates (2)	0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00
			Lump Sum Fee Totals	**Hours**	**Labor**	**Expenses**	**Markup**	**Hours**	**Labor**	**Expenses**	**Markup**
				631	**$137,930.00**	**$200.00**	**$0.00**	**631**	**$137,930.00**	**$200.00**	**$0.00**
			Percent of Total	**100.00%**	**100.00%**	**100.00%**	**100.00%**	**100.00%**	**100.00%**	**100.00%**	**100.00%**
			Hourly Additional Work Item		**KFA**				**Totals**		
10	**ADDITIONAL WORK**	1		0	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00

CURRENT TOTAL FOR THIS WORK AUTHORIZATION	**Hours**	**Labor**	**Expenses**	**Markup**
	631	**$137,930.00**	**$200.00**	**$0.00**
PROJECT MANAGEMENT	46	$12,940.00	$200.00	$0.00
SURVEYS	0	$0.00	$0.00	$0.00
GEOTECHNICAL ANALYSIS	0	$0.00	$0.00	$0.00
ENVIRONMENTAL SERVICES / PERMITTING	0	$0.00	$0.00	$0.00
UTILITY COORDINATION	0	$0.00	$0.00	$0.00
AGENCY PERMITTING	0	$0.00	$0.00	$0.00
30% SCHEMATIC DESIGN	0	$0.00	$0.00	$0.00
REGIONAL DETENTION ANALYSIS	100	$25,760.00	$0.00	$0.00
60%, 90%, 100% PS&E DESIGN	485	$99,230.00	$0.00	$0.00
Check	*631.00*	*137,930.00*	*200.00*	*0.00*

HOURLY ITEM	**Hours**	**Labor**	**Expenses**	**Expenses**
0	0	$0.00	$0.00	$0.00

Lump Sum Work Items				Assumptions	Hrs/Unit	K Friese + Associates										Totals			
						$ 370.00	$ 330.00	$ 250.00	$ 220.00	$ 170.00	$ 130.00	$ 150.00	$ 150.00	$ 125.00	$ 110.00				
Task No.	Task Name	Sub-Task No.	Sub-Task			Senior Technical Advisor	Senior Project Manager	Senior Engineer	Project Engineer	Design Engineer	EIT	GIS Specialist	CAD Senior	CAD Mid-level	Contract Specialist	Hours	Labor	Expenses	Subconsultant Markup
3	PROJECT MANAGEMENT	1	Overall Project Management	2		0	12	16	0	0	0	0	0	0	0	28	$7,960.00	$0.00	$0.00
3		2	Meetings	2	1.4	0	6	12	0	0	0	0	0	0	0	18	$4,980.00	$200.00	$0.00
3		3	Progress Reporting			0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
4	SURVEYS	1	Route Survey (Category 2)			0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
4		2	Topographic Surveying (Category 6)			0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
5	GEOTECHNICAL ANALYSIS	1	Field Sampling and Laboratory Testing			0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
5		2	Geotechnical Engineering Report			0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
6	ENVIRONMENTAL SERVICES / PERMITTING	1	Phase I Environmental Site Assessment			0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
6		2	Waters of the U.S. Delineation			0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
6		3	Protected Species Habitat Evaluation			0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
6		4	Cultural Resource Desktop Study			0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
7	UTILITY COORDINATION	1	Utility Conflict Evaluation			0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
7		2	Subsurface Utility Engineering (SUE) - Hourly Work Item (see			0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
8	AGENCY PERMITTING	1	TCEQ NPDES Permitting			0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
8		2	TDLR (TAS) Review			0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
8		3	Williamson County Development Review Permit			0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
8		4	TxDOT Driveway Permit			0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
9	30% SCHEMATIC DESIGN	1	Schematic Preparation			0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
9		1	Preliminary Engineering Report (PER)			0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
9		1	Roadway Design			0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
9		1	Drainage Design			0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
9		1	Illumination/Lighting Design			0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
9		1	Landscape Design			0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
9		1	Schematic QA/QC			0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
9		1	Opinion of Probable Construction Cost			0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
9		1	Construction Schedule			0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
9		1	Comment Response			0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
9	60%, 90%, 100% PS&E DESIGN	2ai	Title Sheet		0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
9		2aii	Index of Sheets		0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
9		2aiii	Quantity/Summary Sheets	2	8	0	2	2	4	0	8	0	0	0	0	16	$3,080.00	$0.00	$0.00
9		2aiv	General Notes Sheet		0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
9		2av	Horizontal Alignment Data Sheets		0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
9		2avi	Survey Control Sheets		0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
9		2avii	Utility Layout Sheets		0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
9		2aviii	Typical Section Sheets	2	14	0	0	4	0	8	16	0	0	0	0	28	$4,440.00	$0.00	$0.00
9		2aix	Project Layout Sheet	1	12	0	0	2	0	4	6	0	0	0	0	12	$1,960.00	$0.00	$0.00
9		2ax	Roadway Removal Sheets		0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
9		2b	Roadway Plan & Geometry			0	0	8	0	18	24	0	0	0	0	50	$8,180.00	$0.00	$0.00
9		2bi	Roadway Plan & Profile Sheets		0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
9		2bii	Roundabout Intersection Layout Sheets		0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
9		2biii	Intersection Plan and Profile Sheets		0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
9		2biv	Driveway Plan and Profile Sheets		0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
9		2ci	Roadway Standards and Details Sheets		0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
9		2cii	Roadway Cross Sections		0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
9		2di	Existing & Proposed Offsite Drainage Area Maps	1	10	0	2	0	4	0	4	0	0	0	0	10	$2,060.00	$0.00	$0.00
9		2dii	Onsite Drainage Area Maps	8	5	0	16	0	0	0	24	0	0	0	0	40	$8,400.00	$0.00	$0.00
9		2diii	Drainage Hydrologic And Hydraulic Calculations	1	6	0	0	0	4	0	2	0	0	0	0	6	$1,140.00	$0.00	$0.00
9		2div	Culvert Layouts	0		0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
9		2dv	Culvert Hydraulic Calculations	0		0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
9		2dvi	Detention Pond Grading Plans	6	7	0	12	0	6	0	24	0	0	0	0	42	$8,400.00	$0.00	$0.00
9		2dvii	Storm Sewer Plan & Profile Sheets	10	10	0	40	0	20	0	40	0	0	0	0	100	$22,800.00	$0.00	$0.00
9		2dviii	Storm Sewer Hydraulic Calculations	2	8	0	12	0	0	0	4	0	0	0	0	16	$4,480.00	$0.00	$0.00
9		2dix	Drainage Detail Sheets	1	8	0	2	0	0	0	6	0	0	0	0	8	$1,440.00	$0.00	$0.00
9		2dx	Drainage Standards	1	12	0	2	0	4	0	6	0	0	0	0	12	$2,320.00	$0.00	$0.00
9		2dxi	Channel Layout	4	6	0	4	0	8	0	12	0	0	0	0	24	$4,640.00	$0.00	$0.00
9		2ei	Traffic Control Plan Narrative Sheet		0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
9		2eii	Advanced Warning Signs Sheet		0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
9		2eii	Traffic Control Plan Standards		0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
9		2fi	Signing And Pavement Marking Layouts		0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
9		2fii	Signing And Pavement Marking Standard Sheets		0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
9		2gi	Stormwater Pollution Prevention Plan	1	2	0	2	0	0	0	0	0	0	0	0	2	$660.00	$0.00	$0.00
9		2gii	Erosion Control Plan Sheets	8	5.75	0	6	0	16	0	24	0	0	0	0	46	$8,620.00	$0.00	$0.00
9		2giii	Erosion Control Standard Sheets	1	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
9		2hi	Illumination Plan Sheets		0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00

9		2hii	Illumination Circuit Diagram		0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
9		2hiii	Illumination Details		0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
9		2ii	Landscape Plan Sheets		0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
9		2iii	Landscape Details		0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
9		2iiii	Maintenance Manual		0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
9		2	PS&E QA/QC	1	16	4	8	4	0	0	0	0	0	0	0	16	$5,120.00	$0.00	$0.00
9		2j	Opinion of Probable Construction Cost	1	23	0	1	4	8	0	10	0	0	0	0	23	$4,390.00	$0.00	$0.00
9		2k	Construction Schedule		0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
9		2l	Construction Project Manual		0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
		2m	Water and Gravity Wastewater Design			0	0	8	4	12	0	0	0	0	0	24	$4,920.00	$0.00	$0.00
9		2	PS&E Comment Response		0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
9		2	Submittal Package	1	10	0	2	4	0	0	4	0	0	0	0	10	$2,180.00	$0.00	$0.00
9		3	Obtain and Review Adjacent Report			0	16	8	12	0	0	0	0	0	0	36	$9,920.00	$0.00	$0.00
9	REGIONAL DETENTION ANALYSIS	3	Regional Detention Analysis			0	16	0	48	0	0	0	0	0	0	64	$15,840.00	$0.00	$0.00
9		3	Regional Detention Analysis Report			0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
9		3	Model updates			0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
			Total Hours By Category	56		**4**	**161**	**72**	**138**	**42**	**214**	**0**	**0**	**0**	**0**	**531**	**$137,930.00**	**$200.00**	**$0.00**
			Percent of Hours by Category			**0.75%**	**30.32%**	**13.56%**	**25.99%**	**7.91%**	**40.30%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**118.83%**	**Check**		
			Total Budget by Category			**$1,480.00**	**$53,130.00**	**$18,000.00**	**$30,360.00**	**$7,140.00**	**$27,820.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$137,930.00**	**Check**		
			Percent of Budget by Category			**1.07%**	**38.52%**	**13.05%**	**22.01%**	**5.18%**	**20.17%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**100.00%**	**Check**		

Hourly Additional Work Item																			
10	**ADDITIONAL WORK**															0	$0.00		$0.00

Attachment C – Form 1295

Certificate of Interested Parties

Project No: T7

Hutto – Megasite East/West Arterial Spine Road

June 26, 2024

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1180762

Date Filed:
06/26/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
K Friese + Associates, LLC
Austin, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
T7-Megasite East/West Arterial
Professional Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Friese, Karen	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Thomas M. Owens, P.E., and my date of birth is 11/13/64.

My address is 1120 S. Capital of Texas Highway (street), Austin (city), TX (state), 78746 (zip code), USA (country).

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

Executed in Travis County, State of Texas, on the 26 day of July (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Attachment D – House Bill 89 Verification Form

Project No: T7

Hutto – Megasite East/West Arterial Spine Road

June 26, 2024

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and
2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

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

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

I, (authorized official) THOMAS M. OWENS, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

1) does not boycott Israel currently; and
2) will not boycott Israel during the term of the contract; and
3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

K Friese + Associates, LLC

Company Name

Signature of Authorized Official

Vice President — 6/26/2024

Title of Authorized Official — Date

AGENDA ITEM REPORT
14.4.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2024-142 regarding the purchase of 43 iPro Body Worn cameras, software licenses and associated hardware from Ingram Technologies through the Texas DIR purchasing contract number CPO-4697 iPro in a not-to-exceed amount of $84,000 (Chief Jeffrey Yarbrough)
Meeting:	Thursday, July 11, 2024
Department:	Police Department /
Staff Contact:	

BACKGROUND INFORMATION:

Since their initial deployment in 2015, our current iPro body-worn camera program has reached the end of their serviceable life. Additionally, advancements in technology have rendered them outdated for our current operational needs.

SUMMARY OF REQUEST:

While this was an approved budgetary item for this fiscal year, the Department had been working toward grants to complete the purchase. As it became apparent the Department would not be selected for participation in this grant process as well as the grant award time-line did not align with the needs of the Department. We anticipate the delivery and deployment of these new cameras within 60 days after receipt.

The proposed upgrade to the i-PRO BWC4000 addresses our department's urgent need for reliable, advanced body-worn camera technology. This investment not only ensures compliance with current standards but also enhances the capabilities of our officers in capturing crucial high-quality video and audio evidence. The new cameras in combination with the server upgrades will allow for Bluetooth connectivity, increased battery life, field user battery changes, and improved efficiency in uploading video evidence.

The chosen model, the i-PRO BWC4000 Body-Worn Camera, offers significant improvements over our current equipment:

- **12-hour Field-Swappable Battery:** Ensures officers can remain on duty without interruption.
- **Video Compression and File Format:** Supports H.264 / H.265 and MP4 for efficient storage and compatibility.
- **Resolution Options:** Records in 1080P / 720P / 360P, catering to different evidential needs.
- **Audio Enhancement:** Includes 4 microphones for advanced noise reduction.
- **Integration Capabilities:** Seamlessly integrates with our existing Arbitrator in-car video systems and fixed-surveillance cameras, ensuring a unified evidence management platform.
- **Rugged Design:** IP67 and MIL-STD-810H rated for durability in challenging environments.

- **Activation Options:** Can be activated via Wireless LAN or Bluetooth, triggered by light bar, siren, G-force sensor, weapons lock, and more. This integration with the Arbitrator 360-HD in-car system allows synchronized recording across vehicles and body-worn systems.

We anticipate the delivery and deployment of these new cameras within 60 days after receipt.
The proposed upgrade to the i-PRO BWC4000 addresses our department's urgent need for reliable, advanced body-worn camera technology. This investment not only ensures compliance with current standards but also enhances the capabilities of our officers in capturing crucial high-quality video and audio evidence.

STAFF REVIEW:

The current Department in-car and body-worn camera systems are manufactured by iPro formerly known as Panasonic. The department recommends this purchase and continued use of this vendor.

FISCAL NOTES:

General Fund (10)
Account Number: 10-050-001-6603
Account Name: Machinery and Equipment
Budgeted Available: $171,208
Amount Requested: $84,000
Amount Remaining: $87,208

ATTACHMENTS:

1. Hutto Resolution Ingram Technologies R-2024-142
2. IPro BWC brochure
3. Ingram_Technologies-43 Body worn cameras FINAL 6-24-2024
4. DIR-CPO-4697-Contract

RESOLUTION NO. R-2024-142

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING A PURCHASE OF FROM INGRAM TECHNOLOGIES FOR THE CITY OF HUTTO NOT TO EXCEED THE AMOUNT NOT TO EXCEED $84,000 43 POLICE BODY WORN CAMERAS, SOFTWARE LICENSES AND HARDWARE AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to purchase 43 iPro Body Worn Cameras, software licenses and hardware and accessories from Ingram Technologies for the City of Hutto, Texas ("City") for a not to exceed amount of $84,000; and

WHEREAS, the City Council desires to authorize the City Manager to execute the Purchasing Agreement ("Agreement"), attached as Exhibit A.

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

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

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

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

Section 4. This Resolution shall take effect immediately upon its passage.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 11th day of July 2024 on vote of __AYES; ___NAYS; __ABSTENTIONS.

THE CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Laura Hallmark, City Secretary

NEW i-PRO BODY-WORN CAMERA BWC4000

WITH DETACHABLE BATTERY



Built on Panasonic i-PRO's tradition of video surveillance excellence for law enforcement, the new and improved i-PRO body-worn camera with a detachable battery keeps your officers on the street. Featuring a two-piece design, the BWC4000 is IP67 / MIL-STD-810H rated to provide officers with a more reliable way to capture video and audio evidence in nearly any condition.

Panasonic i-PRO's BWC4000 records in 1080P / 720P and seamlessly integrates with i-PRO's Unified Digital Evidence™ management software. The BWC4000, in unison with i-PRO's in-car video systems and fixed-surveillance cameras, forms a unified evidence management platform that preserves the chain of custody.

KEY FEATURES

- *NEW* Detachable Battery
- *NEW* H.264 / H.265 Video Compression
- *NEW* MP4 Video File Format
- *NEW* LCD Menu for Tagging
- Rugged IP67 and MIL-STD-810H Architecture
- 1080p / 720p / 360p Resolution
- 16:9 & 4:3 Aspect Ratio
- 4 Microphones for Advanced Noise Reduction
- Compatible with Arbitrator In-Car Video System
- Built-in GPS, WLAN and Bluetooth LE

Panasonic

An Imaging Solution Provider

GENERAL	
Model Number	i-PRO Body-Worn Camera ARB-BWC4-CAMERA
HARDWARE SPECS	
Dimensions (H x W x D)	3.37 x 2.75 x 0.94 Inches / 86 x 70 x 24 mm
Weight	6.0 oz
Drop Test	6' Rating
Waterproof Rating	IP67 (IEC60529)
Field of View / Aspect Ratio	[16:9 Mode] Horizontal: 137 °* Vertical: 79 ° (Diagonal: 157°*) [4:3 Mode] Horizontal: 115 ° Vertical: 87 ° (Diagonal: 143°*)
Video Storage	128GB Internal SD, Media Lock on SD Storage Card
Image Stabilization	6-Axis Gyro, Selectable on Playback
Battery / Battery Life	Li-ion Detachable / 12 Hours Standard Runtime
Warranty	Main Unit: 3 Years, Battery: 1 Year
Operating Temperature	-20°C to +50°C {-4°F to +122°F}
VIDEO / CAMERA / AUDIO	
Video Resolutions Available	[16:9] 1080P / 720P / 360P [4:3] 1200P / 960P / 480P
Video Format	MPEG-4 Part 14
Robustness	MIL-STD-810H Salt Fog, Vibration, Shock, Temperature
Frame Rate (FPS)	30 fps
Low Light Sensitivity	0.08lx Color
Microphones	4 with Advanced Noise Reduction
Audio Format	AAC
Pre-Record Video	Configurable up to 3 Minutes
ACCESSORIES / OPTIONS	
ARB-BWC4-CAMERA	Body-Worn Camera
ARB-BWC4-8DOCK	8-Dock Charger
ARB-BWC4-8DOCK-P	8-Dock Charger + AC Adapter
ARB-BWC3CTB	Common Trigger Box + Power Cable
ARB-BWC4-1DOCK	Single Dock Charger
ARB-BWC4-1DOCK-P	Single Dock + AC Adapter
ARB-BWC4-1DOCKWIRE	Single Dock + 12V Wiring Harness for Vehicle
ARB-BWC4-1CHARGE	Single-Bay Battery Charger
ARB-BWC4-1CHARGE-P	Single Charger + AC Adapter
ARB-BWC4-8CHARGE	8-Bay Battery Charger
ARB-BWC4-8CHARGE-P	8-Bay Charger +AC Adapter
ARB-BWC4-BATTERY	Spare Battery
ARB-BWC4-MNT-KIT	BWC4000 Mount Kit
CF-AA5713AM-A	110W AC Adapter for 8-Bay Dock and 8-Bay Charger
CF-AA6413AM-A	65W AC Adapter for Single-Bay Dock and Single-Bay Charger

RUGGED IP67 AND MIL-STD-810H ARCHITECTURE

i-PRO's body-worn camera features rugged-built quality with an IP67 rating and MIL-STD-810H architecture, so the evidence capture continues uninterrupted, even in the most challenging outdoor environments, and it utilizes the versatile Klick Fast™ mounting system.

VIDEO/RESOLUTIONS AVAILABLE [16:9] 1080P / 720P / 360P [4:3] 1200P / 960P / 480P

Recording evidence in 1080p, 720p and 360p, the i-PRO BWC4000 provides crystal-clear video that accelerates convictions in court.

HANDS-FREE RECORDING ACTIVATION

i-PRO's BWC4000 is activated via wireless LAN or Bluetooth from a variety of triggers. Options include light bar, siren, G-force sensor, among others. Integration with the Arbitrator360-HD in-car system allows the recording to start simultaneously on the vehicle and body-worn systems.

ADDITIONAL FEATURES

- One Touch Record
- LCD Screen
- Time/Date Stamp
- File Tagging Menu
- Media Password Protection / 256AES
- Recharge Time 4 Hours
- GPS Location Tagging and Time Sync
- Wireless LAN IEEE 802.11 a/b/g/n/ac
- Embedded Bluetooth LE V4.1
- In-Car Video Integration
- FIPS 140-2 Security Standard
- Docking Station Single/8 Bay


ARB-BWC4-1DOCK


ARB-BWC4-8DOCK


ARB-BWC4-8CHARGE


ARB-BWC4-1CHARGE


ARB-BWC4-BATTERY


ARB-BWC3CTB

LEARN MORE

publicsafety.i-pro.com/bwc4000

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Ingram Technologies, LLC

PO Box 203324
Austin, TX 78720 US
scott@ingramt.com
www.ingramt.com

Estimate

ADDRESS	SHIP TO	SHIP VIA		ESTIMATE	
Lt. Spraggins City of Hutto Hutto Police Department 401 W Front St Hutto, TX 78634	Lt. Spraggins City of Hutto Hutto Police Department 401 W Front St Hutto, TX 78634		FedEx Ground	DATE EXPIRATION DATE	23-0332 06/18/2024 08/19/2024

SALES SOURCE	GOV COOP CONTRACTS
Scott	DIR-CPO-4697 iPro

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
		Texas DIR-CPO-4697 for i-Pro Net 30 Days			
	WV-BWC4000	WV-BWC4000 MSRP: $1,180.00 i-PRO BWC4000 CAMERA ONLY WITH INITIAL CONFIGURATION (INCLUDES KLICK FAST MOUNTING STUD)	43	895.00	38,485.00T
	IPS-BWC4-WTY-5Y	IPS-BWC4-WTY-5Y MSRP: $250.00 i-PRO BWC4000 CAMERA 5-YEAR EXTENDED WARRANTY AND ACCIDENTAL DAMAGE COVERAGE WITH ADVANCED REPLACEMENT FOR CAMERA BODY ONLY (TERMS AND CONDITIONS APPLY).	43	212.00	9,116.00T
	IPS-BWC-UDE-OP1	IPS-BWC-UDE-OP1 MSRP: $150.00 i-PRO BWC UDE ON-PREMISE DEVICE LICENSE FOR 1 YEARS, INCL. DEVICE MANAGEMENT, LIVE STREAMING AND REDACTION. SERVICE ENTITLEMENTS: BWC INITIAL CONFIGURATION, 24X7 HELP DESK, SOFTWARE MAINTENANCE AND SUPPORT.	43	144.00	6,192.00T
	IPS-BWC4-MNT-KIT	IPS-BWC-MNT-BELTC, IPS-BWC-MNT-XMAG, IPS-BWC-MNT-MOLLE, IPS-BWC-MNT-VEST, IPS-BWC-MNT-STUD MSRP: $160.00	43	140.00	6,020.00T
	WV-BWC40D8	WV-BWC40D8 MSRP: $2000.00 i-PRO BWC4000 8-BAY DOCKING	2	1,551.00	3,102.00T

		AND CHARGING STATION W/O AC ADAPTER IPS-BWC-AC100W			
IPS-BWC-AC100W		i-PRO AC ADAPTER (100W) FOR BWC 8-BAY DOCK CHARGER AND 8-BAY BATTERY CHARGER. MSRP: $135.00	3	120.00	360.00T
WV-BWC40D1A		I-PRO BWC4000 SINGLE DOCKING CHARGER STATION ONLY. (DOES NOT INCLUDE 12V VEHICLE HARNESS IPS-BWC4-12V-WIRE, 25 ETHERNET IPS-ICV-ETH25GRN OR AC ADAPTER IPS-BWC-AC65W, MUST ORDER EACH ITEM SEPARATELY). MSRP $270.00	43	240.00	10,320.00T
IPS-BWC4-12V-WIRE		I-PRO BWC4000 12V VEHICLE HARNESS FOR WV-BWC40D1A OR WV-BWC40C1A. MSRP: $47.00	43	35.00	1,505.00T
IPS-ICV-ETH25GRN		i-PRO ICV 25' GREEN UTP NETWORK CABLE FOR BWC DOCK. MSRP: $24.00 (required for to use single dock with ICV mark3 VPU.)	43	20.00	860.00T
IPS-CONSUL-1D-T		IPS-CONSUL-1D-T (2 days on-site and remote Workdays with i-Pro) MSRP: $2900.00 I-PRO AMERICAS INC.: i-PRO PROFESSIONAL SERVICE, ONE DAY OF SERVICES FOR DEPLOYMENT, TRAVEL INCLUDED.	2	2,800.00	5,600.00T
WV-BWC40C8		WV-BWC40C8 I-PRO BWC4000 WALL MOUNT 8-BAY BATTERY CHARGER MSRP: $755.00	1	664.00	664.00T
WV-BWC40B1		WV-BWC40B1 BWC4 Spare Battery MSRP:$ 235.00	8	207.00	1,656.00T

SUBTOTAL	83,880.00
TAX	0.00
TOTAL	**$83,880.00**

Accepted By

Accepted Date

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

Panasonic I-Pro Sensing Solutions Corporation of America

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Panasonic I-Pro Sensing Solutions Company of America (hereinafter "Vendor"), with its principal place of business at 800 Gessner Rd., #700, Rolling Meadows, IL 77024.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-443, on 10/28/2019, for Law Enforcement, Surveillance and Security Monitoring, Emergency Preparedness, Disaster Recovery Technology Products and Related Services. Upon execution of this Contract, a notice of award for RFO DIR-CPO-TMP-443 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Customer Service Agreement Template; Exhibit 1, Vendor's Response to RFO DIR-CPO-TMP-443, including all addenda; and Exhibit 2, DIR-CPO-TMP-443, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with one (1) optional two-year renewal and one (1) optional one-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to law enforcement, surveillance and security monitoring, emergency preparedness, disaster recovery technology products and related services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to law enforcement, surveillance and security monitoring, emergency preparedness, disaster recovery technology products and related services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract three-quarters of one percent (*0.75%*). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000.00 shall be $750.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:
Hershel Becker or Successor in Office
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700

If sent to the Vendor:
William Brennan
Panasonic I-Pro Sensing Solutions Company of America
800 Gessner Rd. #700
Rolling Meadows, IL 77024
Phone: (224) 575-6046
Email: William.brennan@us.panasonic.com

7. Software License and Service Agreements

A. Software License Agreement

1) Customers acquiring software licenses under the Contract shall hold, use and operate such software subject to compliance with the Software License Agreement. Customer and Vendor may agree to additional terms and conditions that do not diminish a term or condition in the Software License Agreement, or in any manner lessen the rights or protections of Customer or the responsibilities or liabilities of Vendor. Order Fulfiller shall make the Software License Agreement terms and conditions available to all Customers at all times.

2) Compliance with the Software License Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Software License Agreement.

B. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

C. Service Agreement/Service Agreement Template

Services provided under this Contract shall be in accordance with the Service Agreement/Service Agreement Template as set forth in Appendix D of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Vendor and Customer. If utilizing the Service Agreement Template, the Vendor and Customer may agree to terms and conditions that do not diminish or lessen the rights or protections of the Customer or the responsibilities or liabilities of the Vendor.

D. Conflicting or Additional Terms

1. In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

2. In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

3. In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

4. Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

5. If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

6. The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer of Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions have been agreed to by DIR and Vendor.

(Remainder of this page intentionally left blank.)

This Contract is executed to be effective as of the date of last signature.

Panasonic I-Pro Sensing Solutions Corporation of America

Authorized By: Signature on File

Name: William Brennan

Title: President

Date: 2/11/2021

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 2/23/2021

Office of General Counsel: Signature on File

AGENDA ITEM REPORT
14.5.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2024-146 accepting the infrastructure improvements for the subdivision known as The Narrows multifamily public improvements (Rick Coronado)
Meeting:	Thursday, July 11, 2024
Department:	Public Works /
Staff Contact:	Rick Coronado

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

This project is located in the Central South section of Hutto and consists of infrastructure acceptance of **sidewalk, water, and wastewater** construction in the Narrows multifamily subdivision. The final inspection by staff accepts this infrastructure, including supporting documentation. Infrastructure documents include maintenance bonds, cost summary, approval letters, areas approved and itemized infrastructure.

STAFF REVIEW:

Approved by Construction Inspection, Streets & Drainage, and Utility Divisions of Public Works through resolution of inspected punch list items.

FISCAL NOTES:

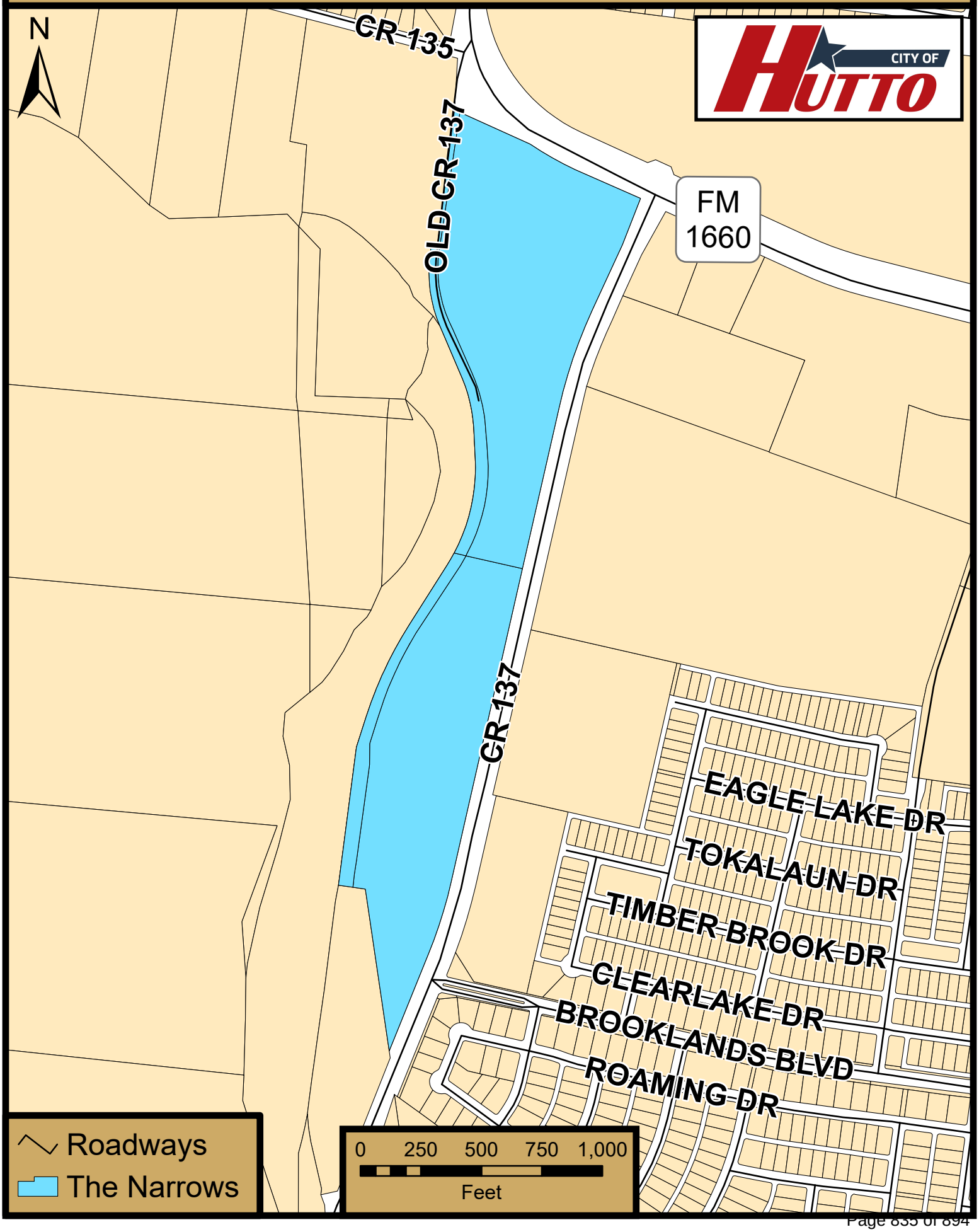
No financial impact from acceptance of infrastructure improvements. Rick Coronado has confirmed that maintenance bonds have been received and provided to the City Secretary for records.

ATTACHMENTS:

1. The_Narrows_map
2. Hutto Res_The Narrows 7.11.24
3. The Narrows Project Construction Summary
4. The Narrows Engineering Concurrence Letter
5. The Narrows Public Water Cost & Quantities
6. The Narrows Public Sidewalk Cost & Quantities
7. The Narrows Public Wastewater Cost & Quantities
8. The Narrows Final Subdivision Checklist

9. The Narrows - W and WW Maintenance Bond
10. The Narrows - Sidewalk Maintenance Bond

The Narrows


N
CR 135
OLD CR 137
FM 1660
CR 137
EAGLE LAKE DR
TOKALAUN DR
TIMBER BROOK DR
CLEARLAKE DR
BROOKLANDS BLVD
ROAMING DR
Roadways
The Narrows
0 250 500 750 1,000
Feet

RESOLUTION NO. R-2024-146

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING INFRASTRUCTURE IMPROVEMENTS FOR THE SUBDIVISION KNOWN AS THE NARROWS MULTIFAMILY PUBLIC IMPROVEMENTS; IN THE CITY OF HUTTO, WILLIAMSON COUNTY.

WHEREAS, the public infrastructure improvements for the Narrows subdivision have been constructed and are ready for acceptance, and;

WHEREAS, a final inspection was conducted by the City Construction Inspection and Public Works staff on all sidewalk, water and wastewater improvements, and;

WHEREAS, Swiss Re Corporate Solutions Premier Insurance Corporation and Merchants National Bonding, Inc. submitted warranty bonds to cover the material and workmanship for two years,

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

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

Section 2: That the Hutto City Council hereby approves and authorizes the City Manager to accept infrastructure and enter into two-year maintenance period.

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

Section 4. This Resolution shall take effect immediately upon its passage.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the ____ day of _____ 2024 on vote of __AYES; ___NAYS; __ABSTENTIONS

City of Hutto, Texas

_____
Mike Snyder, Mayor

ATTEST:

_____
Laura Hallmark, City Secretary

PROJECT CONSTRUCTION SUMMARY

PROJECT NAME: __Narrows Multifamily Public Improvements – Water and Wastewater_____

FINAL ACCEPTANCE DATE: _____

INSPECTOR: _____Todd Meaker_____

CONTRACTOR: _Rampart_____

Maintained By:	
COH	Other
Boxes checked by COH	

CONSTRUCTION COSTS

STREET IMPROVEMENT COST: _____

SIDEWALK IMPROVEMENT COST: ____$177,473.10_____

SIDEWALK RAMP IMPROVEMENT COST: _____

BRIDGE IMPROVEMENT COST: _____

POND(S) COST: _____

DRAINAGE IMPROVEMENT COST: _____

WATER IMPROVEMENT COST: _$ 646,685.55_____

WASTEWATER IMPROVEMENT COST: $783,168.00_____

EROSION CONTROLS / RESTORATION COST: _____

TOTAL IMPROVEMENT COST: $1,607,327.00

PREPARED BY (DESIGN ENGINEER):__Zhongyue Mao_____

CHECKED BY (CITY INSPECTOR):_____

CONSTRUCTION SUMMARY FOR STREETS & SIDEWALKS

STREET PAVING - N.A.							
STREET NAME	Address from	Address to	Pavement Design (Thickness) Asphalt / Base	Pavement Width (FT) (foc-foc)	L (FT)	PRIVATE	ETJ

SIDEWALKS / SIDEWALK RAMPS						
STREET NAME	Address from	Address to	W (FT)	L (FT)	SIDES [1]	CURB RAMP [2]
Bike Trail along the back of the property	N.A.	N.A.	8’	1470		
County Road 137	N.A.	N.A.	5’	2721		

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

CONSTRUCTION SUMMARY FOR BRIDGES – N.A.

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

1 – Feature Crossed: Creek name if major creek or branch, or roadway name if overpass.

2 – Type: B – Bridge, C - Culvert, P – Pipe. All crossings 20' and wider including multiple box culverts totaling 20' or wider shall be classified as a B – Bridge. Culverts are precast of cast-in-place box culverts. Pipes are smaller drainage pipe crossings with or without headwalls.

3 – Description: i.e. 2 spans (Bridge), 2 – 5 X 7' (Culverts), 2 – 24" RCP (Pipes).

4 – Deck Width: Use "footprint" of culvert/pipes for width on buried culvert/pipes; include full "out to out" dimension including sidewalks/railings for width of standard bridges.

5 – Deck Length: Measured along the centerline of the roadway

CONSTRUCTION SUMMARY FOR PONDS – N.A. for Water and Wastewater Public Improvement

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

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

2 – Approximate boundary area

3 – Provide copy of recorded agreement for privately maintained ponds

CONSTRUCTION SUMMARY FOR DRAINAGE – N.A. for Water and Wastewater Public Improvement

STORM DRAIN			MANHOLES			INLETS		
SIZE (IN)	MATERIAL TYPE	L (FT)	QTY	SIZE (Dia – FT)	MATERIAL TYPE	QTY	SIZE (L – FT)	TYPE [1]

JUNCTION BOXES			OUTFALL STRUCTURES		
QTY	SIZE (FT x FT x FT)	MATERIAL TYPE [2]	QTY	SIZE [3]	DESCRIPTION [4]

CHANNEL			
LENGTH (FT)	BOTTOM WIDTH (FT)	SIDE SLOPE (FT/FT)	LINING MATERIAL TYPE

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

CONSTRUCTION SUMMARY FOR WATER

VALVES INSTALLED			PIPE			FIRE HYDRANTS		
SIZE	DESCRIPTION	NO.	SIZE	TYPE	LENGTH	SIZE	TYPE	NO.
12”	Gate Valves	8	12”	DR14 C-900	3,853 LF	5 ¼”	Assembly	7
16”	Connect to ex. 16” waterline	1						
8”	Gate Valve	1						
2”	Irrigation	1						
2”	Auto Flush Valve	1						
AIR RELEASE								
SIZE	TYPE	NO.						
2”	Combination Air Valve D-40	1						
			SERVICES INSTALLED -N.A					
			NO.	TYPE				
				SINGLE				
				DOUBLE				

REMARKS: _____

CONSTRUCTION SUMMARY FOR WASTEWATER

PIPE			MANHOLES					
SIZE	TYPE	LENGTH	DEPTH	MAKE	STA. NO.	B.C.	EYE	STREET
12”	SDR 26	4,538	17.33’	N.A.	9+88.63 (existing)	Yes	3	
			16.49’	Pre-cast	12+94.22	Yes	2	
			16.15’	Pre-cast	15+94.94	Yes	2	
			12.28’	Pre-cast	19+87.95	Yes	2	
			13.47	Pre-cast	23+67.95	Yes	2	
			13.32	Pre-cast	27+39.74	Yes	2	
			11.95	Pre-cast	31+11.53	Yes	2	
			12.2	Pre-cast	32+81.53	Yes	2	
			14.01	Pre-cast	36+77.41	Yes	2	
			15.01	Pre-cast	38+57.48	No	2	
SERVICES INSTALLED – N.A.			14.22	Pre-cast	40+35.62	No	4	
NO.	TYPE		12.91	Pre-cast	43+37.43	No	3	
	SINGLE		12.01	Pre-cast	46+17.90	No	3	
	DOUBLE		11.97	Pre-cast	48+05.78	No	3	
			11.9	Pre-cast	50+59.61	No	4	
			11.28	Pre-cast	53+04.41	No	4	
			7.38	Pre-cast	55+44.41	Yes	2	

REMARKS: _____

Stantec Consulting Services Inc.
1905 Aldrich Street, Suite 300, Austin, Texas 78723-3544

March 1, 2024
File: 222012253

Attention: **Mr. Todd Meaker**
City of Hutto – Senior Construction Inspector
500 W. Live Oak Street
Hutto, Texas 78634

Dear Mr. Meaker,

Reference: **Engineering Concurrence Letter**
Hutto Narrows – Roers Companies
County Road 137,
Hutto, Williamson County, Texas 78634
Narrows Multifamily Public Improvements
Water (1880-ENG) and Wastewater (1988-ENG)

On February 26, 2024, the undersigned Professional Engineer, or my representative, made a visual inspection of the above referenced project. We have also visited the project during construction and observed that the grading, paving, curbs, sidewalk, and manholes were constructed per the approved construction plans with no significant deviations.

The Contractor is responsible to ensure temporary erosion controls are in place and maintained until re-vegetation is complete. We hereby request the CO for the above referenced project.

I, therefore, recommend acceptance of this project by the city.

Regards,

STANTEC CONSULTING SERVICES INC.



Arnold Martinez, P.E.
Phone: ((626)739-0922
Arnold. Martinez@stantec.com

TBPELS No. F-6324 | 10194488

Contact: **Jaret Selman**
Phone # **512 - 750- 5797**
Email: jselman@axisutilities.com

PUBLIC COST & QUANTITIES

Job Name: The Narrows

Date of Plans: 2/9/2022_2/10/2022
Revision Date: 5/15/2024

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Public Water					
201	12" DR14 Pipe & Fittings	3,853	LF	$118.29	$455,771.37
202	Fire Hydrant Assembly	7	EA	$5,016.66	$35,116.62
203	24" Steel Casing Pipe	86	LF	$124.25	$10,685.50
204	16" Gate Valve	2	EA	$9,794.20	$19,588.40
205	12" Gate Valve	8	EA	$4,308.34	$34,466.72
206	8" Gate Valve	1	EA	$2,572.26	$2,572.26
207	2" Irrigation	1	EA	$2,572.26	$2,572.26
208	2" Air Release	2	EA	$3,074.56	$6,149.12
209	2" Auto Flush Valve	1	EA	$6,957.28	$6,957.28
210	Mill & Overlay (Asphalt not Concrete)	278	SY	$119.59	$33,246.02
211	Boring	86	LF	$460.00	$39,560.00
					$646,685.55
	GRAND TOTAL				**$646,685.55**

AXIS UTILITIES, LLC

STATE OF TEXAS
ARNOLDO MARTINEZ, JR.
91894
LICENSED PROFESSIONAL ENGINEER

5/24/2024

mfc CONSTRUCTION CONTRACTING, L.L.C.

1450 HUGHES RD.
SUITE 100
GRAPEVINE, TX 76051
(817) 527-7775
(817) 527-7806
(817) 527-7870 Fax

Rampart Multifamily, LLC
Mr. Brandon Kent
800 Industrial Blvd Suite 100
Grapevine, TX 76051

Date 10/26/23

RE: The Narrows

Narrows Multifamily Right of Way Improvements

Civil Site Plans A & B (15 and 16)

10/26/2023 Per site plan for Narrows Multifamily Apartments, there are 1,470 LF of 8' wide bike trail along the back side of the property. There are 2,721 LF of 5' wide sidewalk at County Road 137. There are three approaches into the property at County Road 137. The southernmost approach is 1,410 SF. The middle approach is 3,539 SF, and the northernmost approach is 1,393 SF. $ 177,473.43

The bike trail cost is $5.86/SF for a total cost of $68,913.60.
The city sidewalk cost is $5.63/SF for a total cost of $76,596.15.
The approach cost is $5.04/SF for a total cost of $31,963.68.

Total improvement cost for the Narrows Multifamily is $177,473.13.

Maintenance Bond costs for this work are 10% of construction costs or $17,473.10.

Total Minus Bond $ 177,473.43

Construction Cost: $177,473.43

Matthew A. Shirley
Vice President

STATE OF TEXAS
ARNOLDO MARTINEZ, JR
91894
LICENSED PROFESSIONAL ENGINEER

5/24/2024

PUBLIC COST & QUANTITIES

AXIS UTILITIES

Jaret Selman
901 S. Mopac Expressway
BLDG 3, Suite 220
Austin, TX 78746
512-750-5797
jselman@axisutilities.com

1/18/2024

JOB	LOCATION	START DATE
The Narrows Offsite	Hutto	TBA

ITEM	DESCRIPTION	QUAN	UNIT	UNIT PRICE	EXT PRICE
Offsite Sanitary					
20	12" SDR 26	4,538.000	LF	$ 80.00	$363,040.00
30	48" Diameter WWMH	17.000	EA	$6,878.00	$116,926.00
50	24x.375 Boring	206.000	LF	$ 396.00	$81,576.00
60	Casing Pipe	206.000	LF	$ 185.00	$38,110.00
70	Casing Spacers	50.000	EA	$ 299.00	$14,950.00
80	End Seals	6.000	EA	$ 328.00	$1,968.00
120	Regrade Offsite Easement	1.000	EA	$17,702.00	$17,702.00
130	Reveg	5,648.000	SY	$ 2.00	$11,296.00
170	Manhole Coating	1.000	LS	$87,600.00	$87,600.00
180	Sidewalk Repair	2,000.000	SF	$ 25.00	$50,000.00
				Offsite Sanitary	**$783,168.00**

AXIS UTILITIES, LLC

STATE OF TEXAS
ARNOLDO MARTINEZ, JR
91894
LICENSED PROFESSIONAL ENGINEER

5/24/2024

FINAL SUBDIVISION / SITE PROJECT CHECKLIST

Date: 3/12/2024

Name of Project: Narrows

Conditional / Final Acceptance Date: _____

Inspector's Name: Todd Meaker/Carson Monroe Job Number(s): _____

Note: All spaces need to be initialed by Inspector including N/A.

TM 1. Project Construction Summary Date Received: 3/1/2024

TM 2. Engineer's Concurrence Letter Date Received: 3/1/2024

TM 3. Maintenance Bond(s) Date Received: 6/25/2024

TM 4. Final Cost & Quantities signed & sealed by engineer Date Received: 4/25/2024

TM 5. As-built Reproducible Plans (1-24"X36", pdf scan, ACAD Base Map files< Shape File .SHP) Date Received: 3/1/2024

TM 6. TDLR Inspection Report

TM 7. Test Reports

- X Manhole Test
- X TV Test
- X Bacteriological Test
- x WW Low Air Pressure Test / Mandrel Test
- X Valve & Hydrant Test
- X Water Pressure Test

TM 8. Punch List Date Completed:_____

TM 9. No. of Lots for Subdivisions 1 Total Acres in Subdivision. 17.123

N/A 10. Plans showing the location of installed all Dry Utilities. (Electric, Gas and communication lines)

N/A 11. Location and elevation of Benchmark from RPLS

TM 12. Map showing Area being accepted.

Comments: _____

_____

_____

Please initial: _____ Inspector, _____Supervisor, _____ Administrative Assistant
Received by: _____

Swiss Re
Corporate Solutions

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
1200 Main Street, Suite 800
Kansas City, MO 64105

MAINTENANCE BOND BOND NO. 9202756

KNOW ALL MEN BY THESE PRESENTS:

That we, Gillingwater Construction, LLC dba Axis Utilities, LLC, as Principal, and Swiss Re Corporate Solutions Premier Insurance Corporation as Surety, are held and firmly bound unto City of Hutto, as Obligee, in the sum of One Million Four Hundred Twenty Nine Thousand Eight Hundred Fifty Three & 90/100's Dollars ($ 1,429,853.90), for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a contract with Obligee dated 05/01/24 for: The Narrows Water, Wastewater, including backfill and Concrete Sidewalk Improvements and the Principal is required to guarantee the work under said contract against defects in materials or workmanship.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, if Principal shall faithfully carry out and perform the said guarantee, and shall, on due notice, repair and make good at its own expense defects in materials or workmanship in the said work which may develop during the period of time beginning ** and expiring ** , or shall pay over, make good and reimburse to the Obligee losses sustained by reason of failure or default of said Principal to do so, then this obligation shall be null and void; otherwise to remain in full force and effect.

**Start immediately after acceptance from the city.
**Two Years since acceptance date from city.

PROVIDED, HOWEVER, this bond may be extended at the sole option of the Surety by continuation certificate executed by the Surety and the Principal. Neither non-renewal by Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee recoverable under this bond. Regardless of the number of times this bond is extended, the liability of the Surety shall not be cumulative in amounts and shall in no event exceed the amount set forth above, or as amended by rider.

PROVIDED FURTHER, HOWEVER that any suit under this bond shall be commenced no later than one (1) year from the expiry date noted above. If this limitation is prohibited by any applicable law, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence on the expiry date noted above.

Signed and dated this 3rd day of June, 2024

Gillingwater Construction, LLC dba Axis Utilities, LLC
Principal

By: _____
Name/Title:

Swiss Re Corporate Solutions Premier Insurance Corporation

By: _____
Brad Ballew Attorney-In-Fact

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

DAVID S. BALLEW, CONNIE M. DAVIS, AND BRAD BALLEW

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."





By_____
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By_____
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

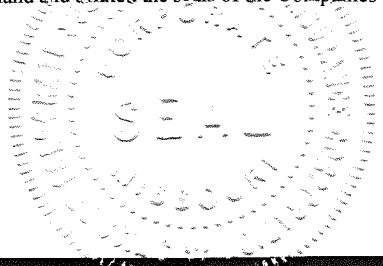
State of Illinois
County of Cook ss

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SPCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
CHRISTINA MANISCO
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires March 28, 2026

Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 3rd day of June, 20 24.



Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

IMPORTANT NOTICE

In order to obtain information or make a complaint:

You may contact **Jeffrey Goldberg, Vice President - Claims,** at **1-800-338-0753.**

You may call **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation's** toll-free number for information or to make a complaint at:

1-800-338-0753

You may also write to **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation** at the following address:

1450 American Lane, Suite 1100
Schaumburg, IL 60173

You may contact the **Texas Department of Insurance** to obtain information on companies, coverages, rights or complaints at:

1- 800-252-3439

You may write the **Texas Department of Insurance:**

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should first contact the **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation**. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter un queja:

Puede comunicarse con **Jeffrey Goldberg, Vice President - Claims,** al **1-800-338-0753.**

Usted puede llamr al numero de telefono gratis de **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation's** para informacion o para someter una queja al:

1-800-338-0753

Usted tambien puede escribir a **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation** al:

1450 American Lane, Suite 1100
Schaumburg, IL 60173

Puede escribir al **Departmento de Seguros de Texas** para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1- 800-252-3439

Puede escribir al **Departmento de Seguros de Texas:**

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation** primero. Si no se resuelve la disputa, puede entonces comunicarse con el Departmento de Seguros de Texas.

UNA ESTE AVISO A SU POLIZA:
Este aviso es solo para proposito de infromacion y no se converte en parte o condicion del documento adjunto.

MERCHANTS BONDING COMPANY™
MERCHANTS NATIONAL BONDING, INC. P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: Bond No. 100344536

That MFC Construction Contracting, LLC of Grapevine, Texas as Principal, and the Merchants National Bonding, Inc. as Surety are held and firmly bound unto the City of Hutto in the penal sum of One Hundred Seventy Seven Thousand Four Hundred Seventy Three & 43/100*** ($177,473.43) DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this 27th day of March, 2024.

WHEREAS, the Principal entered into a certain contract, dated the 16th day of December, 2021, with the Rampart Multifamily, LLC,

to furnish all the material and labor necessary for the construction of
CR137 Hutto Narrows Multifamily Paving Improvements

in conformity with certain specifications; and

WHEREAS, a further condition of said contract is that the Principal should furnish a bond of indemnity, guaranteeing to remedy any defects in workmanship or materials that may develop in said work within a period of Two (2) years from the date of acceptance of the work under said contract; and

WHEREAS, the above work has been completed and accepted and if not accepted will be automatically accepted upon the filing of this maintenance bond; and

WHEREAS, the Merchants National Bonding, Inc. for valuable consideration, has agreed to join with said Principal in such bond or guarantee, indemnifying said City of Hutto as aforesaid;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said work, within the period of Two (2) years from the date of acceptance of the work under said contract, by reason of bad workmanship or poor material used in the construction of said work, and shall keep all work in continuous good repair during said period, and shall in all other respects, comply with all the terms and conditions of said contract with respect to maintenance and repair of said work, then this obligation to be null and void; otherwise to be and remain in full force and virtue in law.

It is agreed that while the Principal shall be and remain liable for failure to adhere to the specifications which form the basis for the work, the Surety, inasmuch as the original work was not bonded, shall be obligated only to assure the maintenance of the work in the condition in which it existed at the time the work was accepted. Any obligation beyond this shall be that of only the Principal.

MFC Construction Contracting, LLC
Principal
By Jose F. Rodriguez

Approved _____

By _____

Merchants National Bonding, Inc.

By Courtney J. Goulding
Courtney J. Goulding, Attorney-in-Fact

CON 0304 (2/15)

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brian Kenyon; Bryant Ahmed; Courtney J Goulding; Cynthia Giesen; Keenan Lehmann; Wesley M Pitts; William H Pitts Jr

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 12th day of March , 2024 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 12th day of March 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 27th day of March , 2024

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/24)

MERCHANTS BONDING COMPANY℠

MERCHANTS NATIONAL BONDING, INC. · P.O. BOX 14498 · DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 · FAX: (515) 243-3854

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

To get information or file a complaint with your insurance company or HMO:

Merchants National Bonding, Inc.
Call: Compliance Officer at (800) 671-8171
Toll-free: (800) 671-8171
Email: regulatory@merchantsbonding.com
Mail: P.O. Box 14498, Des Moines, Iowa 50306-3498

To get insurance information, you may also contact your agent:

USI Insurance Services
Call: 512-451-7555
Mail: 7600-C N. Capital of Texas Hwy #200, Austin, TX 78731

The Texas Department of Insurance
To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Merchants National Bonding, Inc.
Llame a: Compliance Officer al (800) 671-8171
Teléfono gratuito: (800) 678-8171
Correo electrónico: regulatory@merchantsbonding.com
Dirección postal: P.O. Box 14498 , Des Moines, Iowa, 50306-3498

El Departamento de Seguros de Texas
Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439
Presente una queja en: www.tdi.texas.gov
Correo electrónico: ConsumerProtection@tdi.texas.gov
Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

SUP 0032 TX (7/23)

AGENDA ITEM REPORT
14.6.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2024-147 amending the City Council Protocols per the discussion at the June 20, 2024 City Council meeting (Legal)
Meeting:	Thursday, July 11, 2024
Department:	Legal /
Staff Contact:	

BACKGROUND INFORMATION:

This resolution reflects the changes to the Council discussed at the City Council meeting on June 20, 2024:

- Allowing only one Council member to add an item to the agenda (previously two members were needed)
- Removing the requirement of adding "Requested Council action" on any items added to an agenda

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

1. 20240620 Hutto RES Approving CC Protocol Amendments FINAL
2. City Council Protocols CLEAN for 06.20.24 EXHIBIT A

RESOLUTION NO. R-2024-_____

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING AMENDMENTS TO SECTION 2 "MEETINGS" REGARDING PLACEMENT OF ITEMS ON THE AGENDA BY CITY COUNCIL MEMBERS OF THE PROTOCOL POLICY; MAKING VARIOUS CORRECTIONS TO GRAMMAR, SPELLING, AND PUNCTUATION; PROVIDING PROPER NOTICE AND MEETING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Williamson County, 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 originally adopted a City Council Protocol Policy on May 19, 2022; and

WHEREAS, the City adopted amendments to the City Council Policy on November 2, 2023, November 16, 2023, and May 2, 2024; and

WHEREAS, the City Council finds certain amendments to the City Council Protocol Policy are necessary to meet changing conditions and are in the best interest of the City.

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 amendments to Section 2 "Meetings" of the City Council Protocol Policy, attached as **Exhibit A,** a copy of the same being attached hereto and incorporated herein for all purposes.

Section 3: The Hutto City Council further approves amendments to make various corrections to grammar, spelling, and punctuation throughout the City Council Protocol Policy, attached as **Exhibit A,** a copy of the 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 AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 20th day of June, 2024, on vote of ____ AYES; _____ NAYS; and _____ ABSTENTIONS.

CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST

_____
Amanda Taylor,
Interim City Secretary

EXHIBIT A

City Council Protocol Policy
Adopted May 19, 2022
Amended November 2, 2023
Amended November 16, 2023
Amended May 2, 2024
Amended June 20, 2024

1 Overview of Roles and Responsibilities

a) Role of the Mayor

The Mayor shall:

1) Act as the official head of the City for all ceremonial purposes.
2) Chair Council Meetings and Work Sessions of the City Council.
3) Vote on propositions that come before the City Council but shall have no power to veto.
4) When authorized by the City Council, sign all official documents such as ordinances, resolutions, conveyances, grant agreements, official plats, contracts, and bonds.
5) Recognize comments from citizens at public meetings.
6) Call for special meetings.
7) Select a substitute for City representation when Mayor cannot attend.
8) Make judgment calls on proclamations, special presentations, etc.
9) Recommend subcommittees as appropriate for Council approval.
10) Lead the Council into an effective, cohesive working team.
11) Work with City Manager or designee to prepare the Council agenda.
12) Perform such other duties consistent with this Charter or as may be imposed upon him or her by the City Council.

b) Role of Mayor Pro-Tem

The Mayor Pro-Tem shall be elected by the City Council at the first regular City Council Meeting following each regular City election or allowed by the Hutto City Charter. If the Mayor Pro-Tem position becomes vacant or the Mayor Pro-Tem is removed by forfeiture of office, the Mayor Pro-Tem shall be elected at the next regular City Council Meeting to fill the remainder of the term of the Mayor Pro-Tem.

The Mayor Pro-Tem shall:

1) Act as Mayor during the disability or absence of the Mayor, and in this capacity shall have the rights conferred upon the Mayor.

c) Role of a Council Member

All members of the City Council, including those serving as Mayor and Mayor Pro-Tem, have equal votes. No Council member has more power than any other Council member, and all should be treated with equal respect.

All Council members shall:

1) Fully participate in City Council Meetings and other public forums while demonstrating respect, kindness, consideration, and courtesy to others.

2) Prepare in advance of Council Meetings and be familiar with issues on the agenda. Stay focused and act efficiently during public meetings.
3) Represent the City at ceremonial functions at the request of the Mayor.
4) Be respectful of other people's time. Serve as a model of leadership and civility to the community.
5) Inspire public confidence in Hutto government.
6) Provide contact information to the City Manager's Office in case an emergency or urgent situation arises while a Council member is out of town.
7) Demonstrate honesty and integrity in every action and statement.
8) Participate in scheduled activities to increase team effectiveness and review Council procedures, such as this Council Protocol Policy.

d) Meeting Chair's Responsibilities

The Mayor will chair official meetings of the City Council, unless the Mayor Pro-Tem or another Council member is designated as Chair of a specific meeting. This individual maintains order, decorum, and the fair and equitable treatment of all speakers and keeps discussion and questions focused on the specific agenda item under consideration.

e) Parliamentary Authority

1) *Robert's Rules of Order,* 12th Edition 2021, shall be the parliamentary authority for City Council Meetings, until the 13th or other successive edition is designated by the City Council Rules and Procedures may be adopted that conflict with *Robert's Rules of Order* and shall take precedence.
2) When rules and procedures are silent on an issue, *Robert's Rules of Order* shall prevail.
3) When *Robert's Rules of Order* conflict with statues, the Charter, ordinances, resolutions, or motions of the City Council, the latter shall prevail.

f) Process for Appointment to a City Board, Commission, Committee, EDC, LGC, TIRZ or Task Force

The City Council is responsible for making appointments to a City Board, Commission, Committee, EDC, LGC, TIRZ or Task Force. To promote a process that is efficient, transparent, and that allows input from the entire City Council, the following process shall be used to make appointments to a City Board, Commission, Committee, EDC, LGC, TIRZ or Task Force:

1) The City Secretary shall collect applications.
2) After receipt of application, the City Secretary will verify that each applicant meets the qualifications for serving on the desired Board or Commission.
3) The list of applicants and vacancies will be sent to the Nominating Committee for consideration. (Applications will be available in a drop box for review by the entire Council).

4) The Nominating Committee will consist of three (3) Council Members who will serve for one year, beginning January 1st of each year, and the chair of the Board or Commission whose vacancy is being considered. Council Members with odd-numbered seats (1, 3, 5) will begin service in odd-numbered years, and Members with even-numbered seats (2, 4, 6) will begin service in even-numbered years. The Mayor does not serve on the Nominating Committee.
5) The Chair of each Board, Commission, Committee, EDC, LGC, TIRZ, or Task Force, if applicable, will also participate in the Nominating Committee when considering appointments to their specific Board, Commission, Committee, EDC, LGC, TIRZ, or Task Force.
6) The Nominating Committee will review applications, interview applicants, and present recommendations to the full City Council at the next Council Meeting held after the meeting. The Nominating Committee shall notify the City Secretary of the names for nominees ahead of the meeting where they will be presented for a vote of the entire Council. The City Secretary shall notify the other Council Members of the impending nominations before the meeting.
7) All Board, Commission, Committee, EDC, LGC, TIRZ, or Task Force appointments must be confirmed by a vote of the City Council.
8) No person can be appointed to a City-created Board, Commission, Committee, EDC, LGC, TIRZ, or Task Force unless that person has filled out and submitted an appropriate application to the City Secretary before the meeting at which they are appointed by the City Council. A new application does not need to be submitted for a person being re-appointed to a position.
9) Appointments to the Economic Development Corporations, Local Government Corporations, and TIRZ Boards will follow the process as outlined in the Bylaws governing those organizations.
10) It is preferred, but not required, that appointees serve on only one Board, Commission, Committee, EDC, LGC, TIRZ, or Task Force at a given time.
11) For Boards or Commissions having alternate members, upon the removal or resignation of a regular member, the alternate with the longest tenure shall be given first preference when filling the vacancy.
12) Reappointments of existing members only require written notice by the member to the Nominating Committee indicating they are interested and willing to continue serving in their current appointment. The Nominating Committee will not require a new application but may choose to interview the member prior to presenting the name to the City Council for reappointment.
13) The City Secretary's Office shall be responsible for orienting and swearing-in (if applicable) newly appointed members to Boards, Commissions, etc. This orientation shall include official notice of appointment, listing responsibilities, notifying the appointee of the days, times, frequency, and locations of meetings, and notifying the Chair of the appointment. This orientation shall be done as soon as practicable after the appointment is made.

g) Process for Removal from a City Board, Commission, Committee, EDC, LGC, TIRZ or Task Force

The City Council is responsible for removing members from a City Board, Commission, Committee, EDC, LGC, TIRZ, or Task Force. To promote a process that is efficient, transparent, and that allows input from the entire City Council, the following process shall be used to remove members from a City Board, Commission, Committee, EDC, LGC, TIRZ, or Task Force:

1) Absences – Any City Board, Commission, Committee, EDC, LGC, TIRZ, or Task Force member whose attendance falls below 75% within a rolling 12- month period or missing four consecutive meetings shall be considered for removal. The Chair shall provide written notice to the City Secretary of the dates and reasons, if known, of the member's absences. The City Secretary shall work with the City Manager or designee to add an item to the next regular City Council Meeting for discussion and possible action on the removal of the member. The City Secretary shall also notify the member of their non-compliance of the attendance requirement to allow them an opportunity to respond.
2) Other Removals – A Board, Commission, Committee, EDC, LGC, TIRZ, or Task Force member serves at the pleasure of the City Council and may be removed in either of the following manners:
    a) Upon the recommendation of any member of the City Council and the affirmative vote of four (4) or more members of the City Council.
    b) The Board, Commission, EDC, LGC, TIRZ, or Task Force may, by majority vote, submit to the City Council a recommendation for one of their own members to be removed. The Chair shall forward this recommendation to the City Secretary, who shall work with the City Manager or designee to add an item to the next regular City Council Meeting for discussion and possible action on the recommendation for removal. The City Council may remove the member by the affirmative vote of four (4) or more members of the City Council.
3) Vacancies shall be filled in accordance with the appointment procedures for new members.
4) These removal procedures do not apply to any Board, Commission, Committee, EDC, LGC, TIRZ, or Task Force established by state or federal law, City Charter, or ordinance to the extent these procedures are in direct conflict with such other law.

h) Nomination and Voting Procedure for Positions not Subject to Nominating Committee Recommendations

For positions not subject to Nominating Committee recommendations, the City Council shall follow the procedure for nominations from the floor described below:

1) Nominations:
    a) The presiding officer will call for nominations from the City Council by stating, for example, "Nominations are now in order for the office of…"
    b) A Member need not be recognized by the presiding officer to make a nomination, unless the Member wishes to speak in the debate on it at the same time.
    c) No second is required.
    d) The presiding officer repeats each nomination until all nominations for the office have been made.
    e) Members of the City Council are not required to make a nomination, but no Member may nominate more than one person.
    f) All nominations are completed before voting takes place.

2) Voting:
    a) Votes can be cast for any person who is eligible for election, even if that person has not been nominated.
    b) When called upon by the presiding officer, every Member, in turn, will state the name of the person they are voting for.
    c) If no nominee receives at least four votes, the nominee with the lowest votes shall be dropped from consideration and voting will be repeated for the remaining nominees. This procedure will be followed until one nominee receives at least four votes.
    d) Once a nominee receives at least four votes, a motion may be accepted to appoint such nominee to the office or position.
    e) After the motion is seconded, discussion on the motion is entertained and then a formal vote to appoint the nominee is conducted.
    f) If the motion fails, the nomination process may be repeated until the office or position is filled.

i) <u>Charge from the Mayor and Council.</u>

1) The Mayor and Council shall adopt a "charge" for every appointed Board, Commission, or Committee.
2) The charge shall be recommended by the appropriate City staff liaison designated by the City Manager.
3) The charge by definition establishes the direction, boundaries, and intended accomplishments of a Board, Commission, or Committee and includes appropriate elements, such as the following:
    a) General powers and duties
    b) Vision and/or mission statements
    c) Goals, responsibilities
    d) Officers, members
    e) Qualifications
    f) Ethics and standards of performance
    g) Training requirements

h) Timeline, schedule, reporting dates
i) Meeting requirements
j) Accountability to Mayor and Council
k) Accessibility and accountability to the public
l) Liaison with City staff

4) The charge shall be reviewed in required orientation and subsequent training.
5) The City Secretary shall develop a template for committee charges from the Mayor and Council.
6) This charge shall be reviewed annually by Council and staff and updated or modified as necessary.

2 Meetings

a) Agenda Development, Review, and Posting

The agenda of each City Council Meeting is prepared as a joint effort between the Mayor, City Manager or designee, and any other staff members designated by the City Manager.

The Mayor may consult with the City Manager or designee regarding proposed agenda items to be included in the agenda of a regular or special meeting of the Council. The review may be waived by the Mayor or other presiding officer. If not waived, the review should be an update regarding the agenda, recommended actions, and other developments. The review shall focus on the agenda and related written materials and shall not constitute a briefing. The review shall not be subject to the posting requirements of the Texas Open Meetings Act, unless attended by additional Council Members.

Any one member of the City Council may place items on the agenda by submitting them to the City Manager, or designee, or City Secretary preferably by noon on the Tuesday of the week prior to the Thursday Council Meeting, but no later than the day of posting of the City Council Meeting. The request should state the nature of the item and include any supporting material. Once finalized, the proposed agenda and packet are placed into the designated City Council online file location on the Friday before the scheduled meeting date. Council members have until noon on the Monday before the scheduled meeting date to propose changes or corrections to the proposed agenda and packet. The agenda items placed by the members of the City Council are not subject to review by the Mayor, other Council Member, City Manager or designee, or other City staff member, nor is an agenda item subject to editing without the approval of the member of the Council who submitted it. The final agenda is posted on the City Hall Bulletin Board and on the City's website in accordance with the Texas Open Meetings Act (the "TOMA"). A link to the packet shall be emailed to all Council Members.

b) Meeting Schedule

Regular meetings are held the first and third Thursdays of each month at 7:00 p.m., in the City Hall Council Chambers, 500 W. Live Oak Street, Hutto, Texas. Other meetings may arise on an as-needed basis, such as budget work sessions. A schedule of regular meetings is determined in December for the upcoming year. At times, scheduling conflicts will arise, and a regular meeting may be rescheduled to another day. Per the Hutto City Charter, any special meeting may be called by the Mayor or three (3) Council Members.

c) Work Sessions

Work Sessions have several purposes:

1) to discuss pending items for the Council agenda;
2) to discuss items that staff needs to bring to Council's attention;
3) to receive progress reports on current projects; and
4) to hear regular updates from members of appointed Boards, Commissions, or Task Forces.

Overall, the purpose of the work session is for Council and staff to meet and discuss various items in an informal manner where questions may be asked of each other and in-depth discussion can take place. Official action on City business is allowed to take place during Work Sessions in the same manner as action is taken by City Council during regular or special meetings.

Work sessions are typically held at 6:00 p.m. on the day of the Council Meeting but may be held on other days and at times as determined by the City Council. All Work Session agendas are posted in compliance with the TOMA and are always open to the public.

Work Sessions are attended by all members of the City Council, the City Manager, Assistant City Manager or designee(s), and the City Secretary. Depending on the agenda items, the City Attorney, Department Directors, other staff members, consultants, board members, etc. may be invited.

d) Emergency Meetings

Special rules allow for posting notice of emergency meetings and for supplementing a posted notice with emergency items. These rules affect the timing and content of the notice, but not its physical location. Section 551.045 of the Texas Government Code provides:

1) In an emergency or when there is an urgent public necessity, the notice of a meeting or the supplemental notice of a subject added as an item to the agenda for a meeting for which notice has been posted is sufficient if it is posted for at least one hour before the meeting is convened.

2) An emergency or urgent public necessity exists only if immediate action is required of a governmental body because of:
    a) An imminent threat to public health and safety; or
    b) A reasonably unforeseeable situation.
3) The governmental body shall clearly identify the emergency or urgent public necessity in the notice or supplemental notice.
4) A person who is designated or authorized to post notice of a meeting by a governmental body shall post the notice stating the governmental body's reason for the emergency or urgent public necessity.
5) The sudden relocation of a larger number of residents from the area of a declared disaster to a governmental body's jurisdiction is considered a reasonably unforeseen situation for a reasonable period immediately following the relocation. Notice of an emergency meeting or supplemental notice of an emergency item added to the agenda of a meeting to address a situation described by this subsection must be given to the members of the news media as provided by Section 551.047 of the Texas Government Code not later than one hour before the meeting is convened.

    The public notice of an emergency meeting must be posted at least one hour before the meeting is scheduled to begin. A government body may decide to consider an emergency item during a previously scheduled meeting instead of calling a new emergency meeting. The governmental body must post notice of the subject added as an item to the agenda at least one hour before the meeting begins.

In addition to posting the public notice of an emergency meeting or supplementing a notice with an emergency item, the governmental body must give special notice of the emergency meeting or emergency item to the news media who have previously (1) filed a request with the governmental body, and (2) agreed to reimburse the governmental body for providing the special notice. The notice to members of the news media is to be given by telephone, facsimile transmission, or electronic mail at least one hour before the meeting is convened.

Because Section 551.045 of the Texas Government Code provides for a one-hour notice only for emergency meetings or for adding emergency items to the agenda, a governmental body adding non-emergency items to its meeting agenda must satisfy the general notice period of Section 551.043 or Section 551.044 of the Texas Government Code, as applicable, regarding the subject of that item.

The public notice of an emergency meeting or emergency item must "clearly identify" the emergency or urgent public necessity for calling the meeting or for adding the item to the agenda of a previously scheduled meeting. The Act defines "emergency" for purposes of emergency meetings and emergency items under Texas Government Code Section 551.045(b).

A governmental body's determination that an emergency exists is subject to judicial review. The existence of an emergency depends on the facts in a given case.

e) Public Comments

The City Council encourages and solicits public input on all matters both in and out of City Council Meetings. Members of the public wishing to make general announcements, or address a topic that is not included on the agenda, must do so under the "Public Comments" agenda item at the beginning of the meeting.

At each regular meeting, the Council will set aside time at the beginning of a meeting to afford the public an opportunity to speak to the City Council regarding matters of concern or interest to the public regarding City affairs. Members of the public wishing to address the City Council speak in person or by telephone must fill out the required sign-in form. The required sign-in form will be provided at the meeting location and online. Sign-in forms provided at the meeting location must be turned in to the City Secretary prior to the meeting being convened and online forms must be completed at least fifteen (15) minutes before the meeting. Written Public Comments received prior to the meeting will have the individual's name recorded in the official meeting minutes.

Public Comment about non-agenda items. Members of the public signing up to speak about non-agenda items shall, when recognized by the presiding officer, have three (3) minutes to speak regarding non-agenda items. Comments on non-agenda items shall not be used by citizens as an additional comment period for agenda items. The presiding officer shall not be obligated to recognize a speaker for a second comment regarding non-agenda items.

Public Comment About Agenda Items. Members of the public signing up to speak about agenda items shall, when recognized by the presiding officer, have three (3) minutes to speak regarding each agenda item the speaker has signed up for when the agenda item is up for consideration. Alternatively, the speaker may choose to give their comments on specific agenda items at the beginning of the meeting during Public Comment. Speakers may express their opinions or viewpoints on an issue, but are not permitted to participate in the debate on an issue. The time limit for Public Comments about agenda items may be extended to answer questions from members of the City Council.

Members of the public wishing to read a letter from another member of the public will be allowed only three (3) minutes to read the letter and address their own comments.

Members of the public who are present may designate their time to another speaker with a limit of two designations or a total time of nine (9) minutes per speaker.

Members of the public addressing the Council through a translator or needing additional time due to a disability shall be allowed six (6) minutes. The City Secretary is the designated timekeeper.

Any person, including persons in the audience, who acts in an inappropriate or disruptive manner may be asked to leave the City Council Chambers or may be removed as allowed by law.

Signs will be permitted in the City Council Chambers or in any other room in which the City Council is meeting as long as the sign does not disrupt the meeting by blocking either the video camera(s) or other in person attendees' views. Signs may not be used to disrupt the meeting to ensure the meeting can proceed in a timely and orderly manner. Exhibits, displays, and visual aids used in connection with presentations to the City Council are permitted.

Once Public Comment has been received, the City Council may proceed to other business.

The audience and the viewers are reminded that the comments of the speakers reflect the speaker's positions or opinions.

City Council Members' responses to any comment made by a speaker during Public Comment are restricted by law. The Council and its members are prohibited from discussing or acting upon any matter that was not listed under the action item portion of the agenda and not included on the posted notice, other than to provide statements of fact or to request that an item be put on a future agenda for discussion and/or possible action. A lack of a response from Council Members does not indicate agreement or approval of the comments.

However, the City Manager or designee, City Attorney, and City staff are not prohibited by law or City policy from responding as is deemed appropriate to comments made in the Public Comment portion of this meeting.

The Mayor or person chairing the City Council Meeting may read this policy prior to the commencement of the Public Comments portion of the meeting.

f) City Council Comments

City Council Comments shall be limited to items of community interest as defined by the TOMA and requests to place subjects on the agenda for a future meeting. The City Council may not prohibit public criticism of the governmental body, including criticism of any act, omission, policy, procedure, program, or service. This subsection does not apply to public criticism that is otherwise prohibited by law.

g) Public Hearings

The staff member that is responsible for the public hearing will make a brief presentation on the item, and the Mayor will open the hearing for Public Comment. Individuals may sign up to speak by completing a Public Comment Card and submitting it to the City Secretary. Each speaker will have three (3) minutes to speak. The Mayor will close the public hearing when Public Comment has concluded.

h) Video and Streaming of Meetings

City Council Meetings are held at 500 West Live Oak Street, Hutto, Texas 78634, except for some work sessions and those meetings or portions of meetings conducted in Executive Session, are web streamed live, made available on the local Community Access Channel, and archived on the City's website. Videos and audio are archived on the City's website for up to five (5) years for the sole purpose of being able to rebroadcast the meetings on the Community Access Channel and the web. Both forms of broadcasted meetings are for the viewing by Hutto citizens and are not the permanent record of City Council proceedings.

i) Proclamations

The Mayor issues proclamations as a way to give special recognition by the City to an individual, event, issue, etc. All requests for proclamations must go through the City Secretary's Office and be approved by the Mayor. Proclamations may be presented at a City Council Meeting (or other meetings as approved by the Mayor) or prepared and mailed to the requester. If the proclamation is to be presented at a City Council Meeting, there must be a representative at the meeting to receive the document or arrangements made to provide the proclamation to the representative.

j) Executive Session

Where possible, documents to be discussed in Executive Session will be made available to City Council Members before the meeting at which the Executive Session is held. Executive Sessions will be audio recorded as allowed by the TOMA.

k) Texas Open Meetings Act

Every meeting of the City Council and a Board, Commission, Committee, EDC, LGC, or TIRZ must be conducted in accordance with Chapter 551 of the Texas Government Code, commonly referred to as the TOMA (the "Texas Open Meetings Act" or the "Act"). City Task Forces are exempt from this requirement. The Act is based on the notion that public officials should discuss and vote on public business under public scrutiny, so that the public will have the opportunity to know what their public officials are doing. The Act contains criminal penalties for violations.

To help educate government officials on the Act requirements, each elected or appointed member of a governing body must take at least one hour of training in the TOMA. The training must be completed no later than ninety (90) days after the member takes the oath of office or assumes the responsibilities of the office.

The Attorney General's Office allows the requirement to be met in at least two ways:

1) A video is available to view online on the Attorney General's webpage concerning open government; and
2) Certification of other entities, such as the Texas Municipal League, to provide the training.

The training needs to be conducted in coordination with the City Secretary who is responsible for certifying that all elected and appointed officials are in compliance with the requirements under the TOMA.

l) Format of Meetings

The City Council, City Boards, Commissions, Committees, EDC, LGCs, TIRZs, or Task Forces will follow *Robert's Rules of Order* in conducting public meetings. The presiding officer will use the following guidelines when addressing each agenda item:

1) Announce the item. The presiding officer should clearly announce the item number and read the entire item as listed on the agenda.
2) Receive a Report. The staff or Council Member who was responsible for adding the item to the agenda should provide background information or a report, so the governmental body has a clear understanding of the item. Council Members will be allowed to ask questions and receive answers if further clarification on the item is needed, but deliberation of the item should be reserved until after motions are made.
3) Receive Citizen Input. If any citizens have signed up to speak on the item, they should be given an opportunity to speak. They may speak either before or after the staff report is given.
4) Make Motions. The presiding officer will accept any motions and allow for discussions on the motion. The presiding officer will repeat the motion (with any amendments) and ask for discussion on the motion. Each Council Member will be given an opportunity to speak, and no Member shall speak a second time unless all other Council Members have been given an opportunity to speak, unless otherwise allowed by *Robert's Rules of Order*. No Council Member shall speak more than twice on an agenda item, which rule may be suspended as circumstances require. The time for each council member to speak on an item shall be limited to five (5) minutes for each opportunity to speak.
5) Voting. Once discussion is complete, the president officer shall call for a vote. The vote will be recorded by the City Secretary and will be announced by the presiding officer.

6) The City Attorney (or another person designated by the City Council) shall serve as parliamentarian for City Council Meetings and shall ensure *Robert's Rules of Order* are followed.

m) Use of Digital Media During the Meeting

The City Council should limit the use of digital media except in cases where they are being notified of something of a personal nature or are being forwarded information by city staff regarding an item under consideration. The use of such messaging contrary to the authorized uses as outlined above could constitute a violation of the TOMA.

n) Violations of Protocols

Any Council Member may be disciplined for violation of this Protocol Policy, or if a Council Member acts in a manner that, including but not limited to bullying, cyberbullying, harassment, and sexual harassment, causes embarrassment or disgrace to the City of Hutto.

For discipline to be considered, an item shall be placed on a City Council agenda by at least two (2) Members of the City Council for discussion in Executive Session unless a Council Member requests the item to be heard in Open Session.

Such action may only take place after discussion of the offense in Executive Session unless the Member for whom discipline is being considered requests the discussion to be held in Open Session. The offending Member shall be present to answer any questions asked by Members of the City Council or make other statements as he or she may desire. If the offending Member refuses to attend the Executive Session but has not requested the item to be held in Open Session, the remaining Members of the City Council may proceed in their presence.

After discussion in Executive Session (or Open Session as allowed above), the City Council may choose to discipline the offending Member as follows, and if required by law, shall be made publicly in Open Session in accordance with the TOMA:

1) No Action. The City Council chooses to take no action.
2) Private Censure. The City Council may choose to leave their comments to the offending Member left in the confines of Executive Session.
3) Assignments. Temporary removal from Committee or Liaison assignments for a specified period of time by a supermajority vote.
4) Public Censure. The City Council may choose to publicly censure the offending Member through a resolution passed by a supermajority vote and entered into the public record.

3 Financial Matters

a) Budget

The budget is the City's financial plan that presents the services to be provided to the community over the coming year and the funds necessary to perform these services. Hutto operates under a fiscal year that begins on October 1st and ends on September 30th. In early spring, staff begins the process of estimating anticipated revenues, identifying and evaluating potential expenditures, and preparing a recommended budget. Special budget workshops will be scheduled with the Council throughout the summer, as needed, for the City Manager or designee to present the recommended budget on or before August 15th of each fiscal year. Public hearings are typically held on the budget in August, with the Council considering the budget at a September Council Meeting. For more information, please reference the City of Hutto Fiscal and Budgetary Policy.

b) Training and Education

There are training opportunities for Council Members offered by various organizations such as the Texas Municipal League and the National League of Cities. During the budget process, City Council Members are asked to submit a training plan for the upcoming year. The City Manager's Office will assist any Council Member with registration, travel arrangements, and forms that are required by the Finance Department.

c) Travel and Reimbursement

City Council Members shall follow the City's Travel and Reimbursement Policy that is outlined in the City of Hutto Employee Manual.

d) Council Campaign Disclosures

Generally, candidates and officeholders are required to file reports of contributions and expenditures by January 15th and July 15th of each year. The reports filed on these dates are known as semi-annual reports. These reports must be filed even if there is no activity to report for the period covered. (https://www.ethics.state.tx.us/data/forms/coh/coh.pdf).

An "Appointment of a Campaign Treasurer by a Candidate Form" (Form CTA) must be filed with City Secretary before accepting contributions or making expenditures (https://www.ethics.state.tx.us/data/forms/coh/cta.pdf). It is recommended that this form be filed at the time the candidate's application is filed. A candidate that does not intend to accept more than $940.00 (or other amount designated by the Texas Ethics Commission) in sign contributions or make more than $940.00 (or other amount designated by the Texas Ethics Commission) in political expenditures should sign page 2 of the form declaring "Modified Reporting"; thereby, eliminating

the election reporting requirements of January 15th and July 15th. More information regarding campaign financial disclosures can be found at www.ethics.state.tx.us/resources/cf/.

4 Ethics

a) Conflicts of Interest

1) No City official or appointee shall intentionally or knowingly disclose any confidential information gained by reason of said official's or appointee's position concerning the property, operations, policies, or affairs of the City, or use such confidential information for the pecuniary gain of said official or appointee, or others.

2) No City official or appointee shall intentionally or knowingly use one's official position or City-owned facilities, equipment, or supplies for the pecuniary gain or advantage of said official or appointee, or use City-owned vehicles, printing facilities, postage facilities, or long-distance telephone service for personal reasons, for pecuniary gain or advantage, or in any political campaign.

3) Except as otherwise specifically authorized by ordinance, no City official or appointee shall intentionally or knowingly appear before the body of which the official is a member while representing himself, or any other person, group, association, interest, or business entity.

4) No City official or appointee shall intentionally or knowingly represent directly or indirectly any private person, group, or interest other than himself or a family member before any department, agency, commission, or board of the City for economic benefit or pecuniary gain.

5) No City official or appointee shall vote on or participate in any decision-making process if the official or appointee has a direct financial interest in the outcome of the matter under consideration. No City official or appointee shall vote on or participate in any decision-making process on any matter concerning real property or a business entity if the City official or appointee has a substantial interest in the business entity or real property.

6) None of the foregoing shall be construed to prohibit any City official or appointee from representing his interest in his owner-occupied homestead before the council, board, commission, or any department except for the body of which the official or appointee is a member.

7) In any action or proceeding in the Municipal Court of the City which was instituted by a City official or appointee in the course of official duties, no City official shall knowingly represent anyone other than himself or a family

member. If a Council Member elects to have a trial in Municipal Court, the City Council, without the participation of the affected Council Member, shall appoint a special judge to preside over the trial.

8) No City official or appointee shall act as a surety for any person or business entity that has any contract with the City, or on any bond required by the City for any City official or appointee.

b) Disclosure of Interest

1) If any City official or appointee has a substantial interest in any real property or a business entity involved in any decision pending before the body of which the City official or appointee is a member, the City official or appointee shall not vote or otherwise participate in the consideration of the matter.

2) In the case of a City official or appointee, the City official or appointee shall publicly disclose, verbally or in writing, the nature and extent of such interest to the body on which the City official or appointee serves prior to any discussion or determination of the matter to be considered or immediately upon discovery of the conflict of interest. The statement of disclosure shall be included in the official minutes of the body.

c) Financial Disclosure

1) No later than April 30th of each year, each City official shall file a sworn Financial Disclosure Statement with the City Secretary reflecting the financial situation of the City official as of December 31st of the previous year. Notwithstanding any other term or provision of these Council Protocols, as used in this section:
   a) The term "family member" shall include only the City official and the spouse and the minor children of the City official.
   b) The term "substantial interest" shall include only the interests of the City official and the spouse and minor children of the City official.

2) A newly appointed City official shall file a sworn Financial Disclosure Statement with the City Secretary within thirty (30) days from the date the position with the City is assumed. Said statement shall reflect the financial situation as of the date of employment or appointment and for the previous twelve (12) months.

3) Each person required to file a Financial Disclosure Statement shall do so on the form approved by the City Council and supplied by the City Secretary.

4) The City Secretary shall maintain all Financial Disclosure Statements required to be filed herein as public records and retain them for the period required by the Public Information Act.

5) Pursuant to Ordinance 2023-060, the City Council established procedures for the City Secretary to make Financial Disclosure Statements available to the public. The procedures are currently set forth in Article 2.05.046 "Public Access to Statements; Retention" of the Hutto City Code of Ordinances. The procedures include requiring the City Secretary to maintain the statements in a manner accessible to the public; redacting certain personal information of the official before review by the public; and keeping a log of those members of the public who review and/or inspect the financial statements of City Council Members.

d) Gifts

No City official or appointee shall intentionally or knowingly solicit or accept any contribution, gift, or economic benefit with actual or constructive knowledge that same is:

1) Offered or given with the intent to influence the judgment or discretion of such official or appointee; or
2) Given in consideration of the favorable exercise of such official's or appointee's judgment or discretion in the past.

5 Communications

a) Correspondence To/From Council

The City Secretary receives and processes the City Council's incoming mail. All mail to the Mayor and Council Members is reviewed and placed in the mailboxes located in the Council Executive Conference Room. All invitations are scanned and sent to the Council Members via email for action, and the City Secretary will take care of confirming the Members' attendance at an event and, if necessary, schedule the event on their calendar and post a potential quorum notice in accordance with the TOMA.

All mail to the Mayor is opened and reviewed as to priority for a response, copies needed for city staff and/or City Council, notation of upcoming events, etc. All important letters addressed to the Mayor are copied to the Mayor and an original is kept in the official files in the City Secretary's Office.

All needed responses to letters are coordinated between the Mayor, City Manager or designee, and City Secretary.

b) Media Relations

The media frequently contacts Council Members for information and quotes. The Mayor may issue statements on behalf of the City only after having consulted with the City Communications Department and jointly developed a statement. Any

comment made by the Mayor that has not been reviewed by the City Communications Department shall not be considered a representation of the official City position on the communication. If the media contacts an individual Council Member, the Council Member should be clear that any comments represent their own personal viewpoint and not that of the City.

Below are three things to remember when dealing with the press:

1) Never go "off the record";
2) Choose words carefully and cautiously; and
3) Remember the media lives by tight deadlines.

All official City statements that will be sent out as a press release will go through the City Manager's Office for distribution. The Public Information Officer maintains up-to-date contact information for all local media outlets. In order to ensure that all media outlets are treated fairly, all news releases should be submitted to the Public Information Officer for review and distribution.

c) Social Media

Individuals are encouraged to positively promote the City and share information on their own social media websites, as allowed by law. However, City Council Members along with Board, Commission, Committee, EDC, LGC, TIRZ, or Task Force Members should exercise caution when commenting or responding to other posts. Only factual information should be provided to City-related topics as personal views may not reflect that of the entire Council, Board, or City. In addition, unless authorized by state law, you should carefully check to ensure that no other Council Members or Board or Commission Members have responded on the same discussion thread to avoid a possible violation of the TOMA.

In general, responses should be referred to and handled by the City's Public Information Officer (the "PIO"). In certain circumstances, the City Manager or designee, PIO, and/or Mayor may determine that it is appropriate for someone else to respond directly.

The Mayor and Council should treat each other with dignity and respect in all social media posts. Disagreements on policy are allowed, but personal attacks are not allowed.

The Mayor and Council shall have a disclaimer on all social media platforms that are used in their capacity as elected officials that their posted information does not represent the official position of the City or other Council Members. Social media platforms include, but are not limited to, Instagram, Facebook, Snapchat, TikTok, X, and YouTube.

The Mayor and Council should utilize the Official City of Hutto Council Online Message Board for comments relating to City business.

d) Public Information Act

Texas Government Code, Chapter 552, known as the Texas Public Information Act, requires that most City records, including those in the possession of Council Members, be open to the public for inspection.

"Public Records" are broadly defined under the Act to include "the portion of all documents, writings, letters, memoranda, or other written materials which contain public information." "Public information" includes "all information collected, assembled, or maintained by or for governmental bodies pursuant to law or ordinance or in connection with the transaction of official business."

Certain information is specifically excluded from the requirements of the Texas Public Information Act. While the list of exempt materials is too long to recite here, it includes such items as working papers being used to draft ordinances or resolutions; certain personnel records; information that would, if released, give an advantage to bidders; documents protected because of attorney-client relationships; and documents related to pending or ongoing litigation.

Despite the narrow exemptions established in the law, the effect is to require that most of the written material used or produced by Council Members be made available upon request to the news media and other members of the public. If it is felt that certain records are exempt from the requirements of the law, and there has been no previous determination that particular types of records are exempt, the City Secretary's Office will request an opinion from the Attorney General's Office, within the deadlines provided by the Texas Public Information Act.

If an Attorney General's Opinion is requested, and the Opinion subsequently holds that the information is public, and the City official has not released it, Section 552.324(b) of Texas Government Code requires that a suit by a governmental body be brought no later than the 30th calendar day after the governmental body receives the decision it seeks to challenge. The City shall not appeal an Attorney General ruling without first receiving the consent of the City Council.

The City of Hutto has designated the City Manager or designee as the PIO with regard to the Public Information Act. Therefore, all requests made under the Public Information Act shall be directed to the City Manager or designee.

Requests by Council Members in their Official Capacity

An official of the City who, in an official capacity, requests information held by the City does not act as a member of the public in doing so. Thus, the exceptions requiring public disclosure under the Act do not control the right of access of an official of the City to information maintained by the City. Accordingly, information may be released to City officials requesting the information in their official capacity in

compliance with the following policy:

1) Requests for information from a City official must be submitted to the City Secretary and the City Manager or designee in writing.
2) The City Secretary shall promptly provide notice of the request to the remaining Members of the Council.
3) As soon as possible, but no later than ten (10) business days from the receipt of the request, the City Secretary will respond to the request from the City official with either copies of the requested information, notice that the information is available for inspection, or notice that the request will be added to the next City Council agenda for consideration and direction.
4) Information provided in response to a request by a Member of the Council will be made available to all Members of the Council, unless they waive their right to receive the specific material.
5) Members of the Council will not be charged for information sought in their official capacity.
6) Information that is protected by confidentiality laws and/or common law privacy laws that has no relationship to the transaction of official business, such as individuals' dates of birth, social security numbers, and personal financial information, will be redacted prior to release.
7) The City Secretary will mark all information provided in response to a request from a Member of the Council as "Confidential – For Official Eyes Only."

For more information regarding the Public Information Act, please refer to the City of Hutto Public Information Policy – Ordinance No. 2020-022.

e) Communication with City Staff

The City Council or its Members shall deal with City officers and City employees who are subject to the direction and supervision of the City Manager or designee solely through the City Manager or designee, and neither the City Council nor its Members shall give orders to any such officer or employee, either publicly or privately, except as otherwise provided in the Hutto City Charter.

1) Information requests
   a) The Mayor and Council Members may request information from City staff, especially while following up to Council's directives and concerns expressed by constituents, so long as such inquiries are not attempts to "deal with" or to "give orders" to City staff and, therefore, are consistent with the Charter.
      1) These requests may relate to securing information or determining the status of work assigned in response to Council directives.
      2) Such requests shall not be considered "management directives," but, simply, legitimate information requests allowed by the Charter.
      3) City staff members shall inform the City Manager or designee of any such contacts.
      4) If the City Manager or designee or City staff members have questions

about the propriety of providing the information requested, they shall direct their concerns to the Mayor and Council for their decision, rather than decline to provide it.

2) Communication with City Staff

a) The City Manager or designee shall assist the Mayor and Council Members in developing and implementing methods for facilitating communication and interaction with City staff members, especially department directors.
   1) This may include scheduling presentations by department directors and their staff to the Mayor and Council.
   2) Such presentations shall be duly posted and may be scheduled before regular Council business meetings.
   3) Department presentations may be combined with staff reports, constituent requests, and queries about the status of projects and responses to Council directives.

b) The Mayor and Council Members may interact freely and communicate with City staff members at town hall meetings, budget hearings, workshops, and committee meetings.

c) City staff members shall make every effort to facilitate cooperative efforts with the Mayor and Council Members to meet the needs of constituents.

6 General Policies and Documents

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a) Technology and Equipment Use & Electronic Communications and Systems Access Use

City-Issued Smart Phones

The City implemented the electronic distribution of agendas, reports, budget documents, etc. In order to access and use such documents, a City-issued electronic smartphone will be provided for each Council Member. City-issued electronic smartphones are for official City business only; personal use is prohibited.

The City does not pay for any accessories for any of the smartphones, such as cases, styluses, screen covers, personal applications, etc.

When Council Members complete their term of office, all City-issued equipment shall be returned to the City Manager or designee.

E-mail Account

Each Council Member is assigned an individual City e-mail address with the huttotx.gov domain. E-mails to the entire Council can be sent to citycouncil@huttotx.gov. The City's e-mail system shall be used for the

communication and exchange of information related to City business. City e-mail may not be used for personal or political purposes.

Council Members can access their e-mail from their computer, phone, iPad, etc. through a web-based client; IT staff will assist with the set-up.

There should be no expectation of privacy when using City e-mail.

Please note, Council Members are subject to the City's Technology and Equipment Use Policy.

b) Political Activity

Council members have the right to endorse candidates for all Council seats or other elected offices. However, to mention endorsements during Council Meetings or at other official city meetings may violate Texas election laws.

c) City Charter

The City of Hutto Charter is a written document that establishes the basic governmental structure, form of government, corporate boundaries, and municipal powers. In this respect, it is similar to a state or national constitution. As such, amendments to the City Charter require an election and approval of the citizens of Hutto. The copy of the Charter can be retrieved at www.huttotx.gov or in the City Secretary's Office.

d) Code of Ordinances

The City Code of Ordinances is the compilation of the local laws that have been adopted and codified by the City Council. The City Code covers a wide range of areas, including taxes, court, environmental regulations, alcoholic beverages, business regulations, etc. Amendments to the City Code must be adopted by the City Council. A copy of the Code of Ordinances can be found at www.huttotx.gov or in the City Secretary's Office.

e) Council Liaison Duties

The City Council may choose to designate a City Council Member or the Mayor as a liaison between the City Council and a Board, Commission, or Task Force. Appointments are made by vote of the Council.

Council Liaison duties and expectations for the Board, Commission, or Task Force to which they are assigned are as follows:

1) Liaisons should attend the meetings of the Board, Commission, or Task Force whenever possible, but have no voting authority. Interactions should be limited to an advisory role.

2) Liaisons are encouraged to become subject matter experts in the area to which they are assigned, becoming a resource to the other Members of Council.
3) The Liaison may also meet with the chair as well as the staff members assigned to support the Board, Commission, or Task Force. These meetings should focus on helping to coordinate the work, get items on City Council agendas, or otherwise be their advocate to the rest of Council.
4) Liaisons may report to other Council Members on activities, updates, or concerns of their assigned Board, Commission, or Task Force that would be beneficial for the other Members of Council to know about. These reports should be given during Council Comments at a City Council Meeting or on the Official City of Hutto Council Online Message Board.

AGENDA ITEM REPORT
14.7.

To:	City Council
Subject:	Consideration and possible action on Ordinance No. O-2024-040 amending City Code 2.05.046 (Public Access to Statements;Retention) per Council discussion at the June 20, 2024 City Council meeting (Legal)
Meeting:	Thursday, July 11, 2024
Department:	Legal /
Staff Contact:	

BACKGROUND INFORMATION:

This Ordinance reflects the changes to Section 2.05.046 of the City Code at the June 20, 2024 City Council Meeting:

- Deleting subsection (b) : The city secretary shall maintain a written and/or electronic log of those individuals who review or inspect financial statements of council members. No copies shall be made of the financial statements nor shall individuals be allowed to take photographs of the financial statements. The city secretary shall adopt such other reasonable internal procedures related to dissemination of financial statements in accordance with this section of the code.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

1. Hutto-Ord Amend Process for Financial Disclosures June 2024 FINAL

ORDINANCE NO. O-2024-040

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, AMENDING ARTICLE 2.05 "STANDARDS OF CONDUCT AND FINANCIAL DISCLOSURE," DIVISION 2 "FINANCIAL DISCLOSURE AND STANDARDS OF CONDUCT," SECTION 2.05.046 "PUBLIC ACCESS TO STATEMENTS; RETENTION" OF THE CODE OF ORDINANCES; PROVIDING FOR FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, EFFECTIVE DATE, AND PROPER NOTICE AND MEETING.

WHEREAS, although not required by state law, the City Council has adopted a requirement in its Code of Ordinances that City Council Members file a Financial Disclosure Form annually; and

WHEREAS, the City Council has found that an amendment is necessary for dissemination of the Financial Disclosure Forms to the public by deleting subsection (b); 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. 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. The City Council of Hutto hereby amends Article 2.05 "Standards of Conduct and Financial Disclosure," Division 2 "Financial Disclosure and Standards of Conduct," Section 2.05.046 "Public Access to Statements; Retention" and its codification in the Code of Ordinances to read as follows:

Section 2.05.046 Public access to statements; retention.

(a) Financial statements filed under this division are public records and shall be made available to the public in accordance with the Public Information Act. The city secretary shall maintain the statements in separate alphabetical files and in a manner that is accessible to the public during regular office hours. The address, phone number(s), and family member(s) shall be redacted before a financial statement is provided pursuant to a Public Information Act request. The term "family member" shall mean the candidate's spouse, minor child, or adult child who lives in the candidate's home.

~~(b) The city secretary shall maintain a written and/or electronic log of those individuals who review or inspect financial statements of council members. No copies shall be made of the financial statements nor shall individuals be allowed to take photographs of the financial statements. The city secretary shall adopt such other reasonable internal procedures related to dissemination of financial statements in accordance with this section of the code.~~

(c) The city secretary shall destroy any financial statements filed by the official or candidate after the second anniversary of the date the person ceases to be an official or candidate.

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. 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 8. Proper Notice and 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.

PASSED AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, TEXAS, on the 11th day of July, 2024 on vote of _____ AYES; _____ NAYS; _____ ABSTENTIONS.

CITY OF HUTTO, TEXAS

By:_____
Mike Snyder, Mayor

ATTEST:

By:_____
Laura Hallmark, City Secretary

(SEAL)

AGENDA ITEM REPORT
14.8.

To:	City Council
Subject:	Consideration and possible action on approving the June 20, 2024 Joint City Council and Economic Development Corporation and the regularly scheduled City Council Meeting minutes (Amanda Taylor)
Meeting:	Thursday, July 11, 2024
Department:	City Secretary /
Staff Contact:	

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

1. 6.20.24 CC Meeting Minutes DRAFT
2. 6.20.24 Joint Meeting Minutes DRAFT

City of Hutto

MINUTES

City Council Meeting
Thursday, June 20, 2024 at 7:00 PM
City Council Chambers
500 W. Live Oak Street

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

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

2. ROLL CALL

Members of City Council present: Mayor Mike Snyder, Mayor Pro Tem Peter Gordon, Councilmember Brian Thompson, Councilmember Dan Thornton, Councilmember Amberley Kolar, Councilmember Evan Porterfield, Councilmember Randal Clark

Absent:

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; Kate Moriarty, Management Analyst; Matt Rector, City Engineer; Cheney Gamboa, Director of Economic Development; Alberta Barrett, Finance Director; Jeff White, Parks and Recreation Director; Sara Cervantes, Director of Real Estate Services, Rick Coronado, Public Works Director

3. INVOCATION – Claudia Loewenstein represented the Jewish Faith

4. PLEDGE OF ALLEGIANCE

5. PROCLAMATIONS

5.1 PTSD Awareness Month Proclamation – *Accepted by representatives from Bluebonnet Trails and the Police Department*

5.2 Chris Kelley 5K Race Proclamation – *Accepted by Lt. Mitchell and Melina Robey (Michelle Kelley's Sister)*

6. CITY MANAGER COMMENTS

Assistant City Manager Matt Wojnowski provided updates on the following:

- EVO Entertainment groundbreaking-June 21st at 1 pm
- 4th of July event – American Rhapsody themed at Brushy Creek Amphitheatre

7. PUBLIC COMMENTS

- Jacob Bruner – Spoke after item 9.1

8. BOARDS AND COMMISSIONS ACTION

DRAFT

8.1 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.

Appointments: List names

A motion was made by Councilmember Kolar and seconded by Councilmember Thornton to approve all new and re-appointed nominees. The vote passed 7,0.

8.2 Consideration and possible action appointing the Mayor Pro Tem pursuant to Hutto City Charter Section 3.05 (Legal)

Councilmember Porterfield nominated Councilmember Kolar.
Councilmember Clark re-nominated Mayor Pro Tem Gordon.
Mayor Pro Tem Gordon received four votes (Thompson, Clark, Kolar, Gordon)
Councilmember Kolar received three votes (Snyder, Porterfield, Thornton)
A motion was made by Mayor Snyder and seconded by Councilmember Thompson to approve Mayor Pro Tem Gordon remaining the Mayor Pro Tem. The vote passed 7,0.

9. OTHER BUSINESS

9.1 Discussion and possible action regarding Council Protocols including but not limited to Section 2 – Meeting (Mayor Snyder)

A motion was made by Councilmember Clark and seconded by Councilmember Thompson to postpone the item until more information is provided for discussion per the protocols. The vote failed 3,4 (Kolar, Thornton, Snyder, and Porterfield dissenting)

A motion was made by Mayor Snyder and seconded by Councilmember Porterfield to amend the requirement for two councilmembers to put an item on the agenda to only one, and to strike "the desired action by council" line from the requirements of a councilmember adding an item to the agenda. The vote passed 7,0.

9.2 Discussion and possible action on repealing or directing staff to amend Ordinances No. O-2023-024 and/or O-2023-060 regarding personal financial disclosure statements (Mayor Snyder)

DRAFT

A motion was made by Mayor Snyder and seconded by Councilmember Thornton to amend Ordinance No. O-2023-060 Section 2.05.046 to strike subsection (b). The vote passed 6,1 (Thompson dissenting)

9.3 Discussion and possible action regarding City of Hutto Utility Credit Card Processing Statements (Councilmember Porterfield)

Staff provided backup information and history. No action taken.

9.4 Discussion and possible action on Avery Lake Interceptor Funding (Mayor Snyder)

This item will move to the July CIP discussion meetings and more detail will be provided then. No action was taken.

9.5 Consideration and possible action relating to TPDES Wastewater Permit Applications in the City of Hutto Extraterritorial Jurisdiction (Legal)

The update provided was that the City of Round Rock approved an out-of-City agreement for Limmer Loop 705, eliminating the need for one of the package plants.

At this time, items 10.1, 10.4 And 10.5 were pulled for discussion

10. CONSENT AGENDA ITEMS

10.2 Consideration and possible action on Resolution No. R-2024-125 accepting the infrastructure improvements for the non-residential site development known as Hutto Innovation Titan Building 7 (Rick Coronado)

10.3 Consideration and possible action on Resolution No. R-2024-126 suspending the July 8, 2024 effective date of Texas Gas Service Company's requested increase to permit time to study the request and to establish reasonable rates; approving cooperation with other cities in the Texas Gas Service Company's Central-Gulf Service area; hiring legal and consulting services to negotiate with the company and direct any necessary litigation and appeals; authorizing intervention in GUD No. 17471 at the Railroad Commission; requiring reimbursement of cities' rate case expenses; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel (Legal)

10.6 Consideration and possible action on approving the June 6, 2024 City Council Work Session and Meeting minutes (Amanda Taylor)

DRAFT

A motion was made by Councilmember Thornton and seconded by Councilmember Thompson to approve Consent Agenda Item Nos. 10.2, 10.3, and 10.6 as presented. The vote passed 7,0.

Consent Items pulled for discussion:

10.1 Consideration and possible action on Resolution No. R-2024-124 authorizing the City Manager to execute a multi-year contract in an amount of $196,280.47 with VertexOne Software, LLC for a water customer engagement solution using Advanced Metering Infractructure water use data to manage conservation, leaks, communications, and water savings. (Monica Burke, Rick Coronado)

A motion was made by Councilmember Clark and seconded by Councilmember Kolar to approve Resolution No. R-2024-124. The vote passed 7,0.

10.4 Consideration and possible action on Resolution No. R-2024- 127 authorizing the City Manager to execute Individual Project Order (IPO) 2023-16 for professional services with Garver LLC, in the amount of $35,000, for the 2024 Rail Crossing Elimination of the CR 132 Overpass at US 79 (CIP T07-2023). (Patricia)

A motion was made by Councilmember Clark and seconded by Councilmember Thompson to approve Resolution No. R-2024-127. The vote passed 7,0.

10.5 Consideration and possible action on acceptance of the May 2024 financial report (Alberta Barrett)

A motion was made by Councilmember Clark and seconded by Councilmember Thompson to accept the May financial report as presented. The vote passed 7,0.

11. EXECUTIVE SESSION – *Convened into Executive Session at 9:26 PM*

11.1 Receive legal advice pursuant to Texas Government Code Section 551.071, (Consultation with Attorney), and deliberations pursuant to Texas Government Code Section 551.087 (Economic Development Negotiations) related to pending economic development projects being considered by the Hutto Economic Development Corporation or the City of Hutto, including but not limited to Project Titan; Project NQ2; EDC Moving Systems; and the Paradigm Expansion Project.

11.2 Receive legal advice pursuant to Texas Government Code Sec. 551.071, (Consultation with Attorney), related to pending and/or Council legal requests, potential claims and pending litigation, including but not limited to the Star Ranch

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Development Agreement, as amended and Prairie Winds Public Improvement District authorized improvements and financing.

11.3 Receive legal advice pursuant to Texas Government Code Section 551.071 (Consultation with Attorney) and 551.072 related to acquisition of real property interests located near the intersection of County Roads 481 and 482 for the Shiloh Pump Station water system improvements.

11.4 Receive legal advice pursuant to Texas Government Code Section 551.071 (Consultation with Attorney) and 551.072 related to the acquisition of real property interests located near County Road 132 for the Megasite Wastewater lines project.

No action was taken in Executive Session

12. ACTION RELATIVE TO EXECUTIVE SESSION – *Reconvened at 10:53 AM*

12.1 Consideration and possible action on Executive Session items.

A motion was made by Councilmember Thompson and seconded by Councilmember Clark to approve Resolution No. R-2024-128 authorizing the City Manager to negotiate and execute the necessary documents, as discussed in executive session, to acquire a 1.455-acre permanent wastewater easement and a 2.040-acre temporary construction easement. The vote passed 5,2 (Snyder and Porterfield dissenting)

A motion was made by Councilmember Thompson and seconded by Councilmember Clark to approve Resolution No. R-2024-128 authorizing the City Manager to negotiate and execute the necessary documents, as discussed in executive session, to acquire a 0.9112-acre permanent wastewater easement and a 1.4398-acre temporary construction easement. The vote passed 7,0

A motion was made by Councilmember Kolar and seconded by Mayor Pro Tem Gordon related to the acquisition of real property interest located near the intersection of CR 481 and CR 482 for the Shiloh Pump Station Water System Improvements and directing staff as discussed in executive session and authorize the City manager to acquire the property at this location, as discussed in executive session. The vote passed 7,0.

A motion was by Councilmember Thornton and seconded by Councilmember Kolar directing staff and legal counsel to proceed with work on amendments to the agreements for the paradigm expansion project as discussed in executive session. The vote passed 7,0.

13. CITY COUNCIL COMMENTS

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13.1 General Comments from City Council

Councilmember Thompson and Clark provided comments.

13.2 Future Agenda Items

Mayor Snyder – Work session on industrial development within the City; Discussion and possible action item based on that work session discussion; Item on water bill transparency – showing gallon usage, base charges, etc.

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

July 13, 2024 was decided on as the date for preliminary CIP discussions regarding budget. Councilmember Kolar was the only one that mentioned they would be unable to attend.

14. ADJOURNMENT – *June 20th, 2024 at 11:07 PM*

ATTEST:

_____
Mike Snyder, Mayor

_____
Laura Hallmark, City Secretary

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City of Hutto

Minutes

Economic Development Corp. Type A and Type B

Board of Directors Meeting

Thursday, June 20, 2024 at 6:00 PM

City Council Chambers

1. CALL SESSION TO ORDER

Meeting called to order at 6:00pm by Mayor Mike Snyder.

2. ROLL CALL

City Council: All Council Members present; Council Member Thompson arrived at 6:23pm and was present for all votes.
HEDC: Present: Chair Carlson, Vice Chair Lucas, Secretary Clancy; Board Member Thompson arrived at 6:23 and was present for all votes, and established quorum for HEDC Board. All others absent.

2.1. City Council:
Mayor Mike Snyder
Mayor Pro Tem Peter Gordon
Councilmember Brian Thompson
Councilmember Dan Thornton
Councilmember Randal Clark
Councilmember Evan Porterfield
Councilmember Amberley Kolar
HEDC:
Don Carlson, Chairman
Shawn Lucas, Vice Chairman
Erin Clancy, Secretary
Marcus Coleman, Treasurer
Matthew Minton, Board Member
Brian Thompson, Board Member
Terrence Owens, Board Member

3. PLEDGE OF ALLEGIANCE

Skipped, no flags present.

4. 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 Hutto Economic Development Corporation Type A and the Hutto Economic Development Corporation Type B on agenda issues and on agenda issues (i.e., Corporation 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) 759-4913 during business hours. Each person providing public comment will be limited to 3 minutes. (Note: The Texas Open Meetings Act, Texas Government Code, Chapter 551, prohibits governing bodies from a full discussion, debating, or considering subjects for which public notice has not been

given on the agenda. Issues that cannot be referred to the Corporation Staff for action may be placed on the agenda of a future meeting.)

None.

5. AGENDA ITEMS

5.1. Discuss and consider action regarding the repayment plan of debts owed to the City of Hutto by the Hutto Economic Development Corporation (HEDC).

City Council: Motion by Mayor Snyder to absolve all debts currently owed to the City by the HEDC with no repayment required and that the HEDC and City Council have quarterly joint meetings.
Seconded by Council Member Clark.
Amendment proposed by Council Member Thompson to add: that land on the Cottonwood Properties, currently owned by the Corporation, be used for City facilities such as a Library, public works facilities, water tower, and police station and or other uses so long as they are approved by HEDC and deemed appropriate by the Master Developer of the Cottonwood Properties.
Amendment seconded by Mayor Snyder.
Passed 7-0
Amended Motion: To absolve all debts currently owed to the City by the HEDC with no repayment required; that the HEDC and City Council have quarterly joint meetings and that land on the Cottonwood Properties, currently owned by the Corporation, be used for City facilities such as a Library, public works facilities, water tower, and police station and or other uses so long as they are approved by HEDC and deemed appropriate by the Master Developer of the Cottonwood Properties.
Passed 7-0
HEDC: Motion by Chair Carlson to agree to the terms in the action taken by City Council in the amended motion.
Seconded by Vice Chair Lucas.
HEDC: Passed 4-0

6. ADJOURNMENT

Meeting adjourned at 6:56pm.

7. CERTIFICATION

Mike Snyder, Mayor

Don Carlson, HEDC Board Chair

Laura Hallmark, City Secretary

Erin Clancy, HEDC Board Secretary