



City of Hutto

Agenda

City Council Meeting

Thursday, June 4, 2026 at 7:00 PM

Council Chambers, City Hall – 500 W. Live Oak Street

1. CALL SESSION TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. CITY MANAGER COMMENTS

6. PUBLIC COMMENT

Please fill out required registration form before meeting. Public comment is limited to 3 minutes. City Council can not talk about any items not on the agenda per state law. Written comments for this meeting may also be sent to comments@huttotx.gov PRIOR to 4:00 pm on June 4, 2026. The email must include name, address, phone # and email to be recognized properly. Written comments will be provided to Council.

7. BOARDS AND COMMISSIONS

- 7.1. Consideration and possible action regarding possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, Economic Development Corporations, Local Government Corporations and Tax Increment Reinvestment Zone Boards, and Area Government appointments.
- 7.2. Consideration and possible action regarding recommendations or updates from City Council sub-committees (i.e. HISD, CIP, Fire Safety).
- 7.3. Consideration and possible action regarding the Library Advisory Board's request to fund a virtual webinar training conducted by the American Library Association's United for Libraries Division to be held on July 28, 2026. (Kristin Phillips, Library Advisory Board Members)

8. PRESENTATIONS

- 8.1. Capital Improvement Projects (CIP) Updates and Presentations (Patricia Davis)

9. PUBLIC HEARINGS AND RELATED ACTION

- 9.1. Conduct a public hearing and possible action on Ordinance No. O-2026-024 approving Hutto Residential (a.k.a. Residence Inn Hotel) Planned Unit Development (PUD) zoning ordinance to vary from Section 10.403.4 to exceed the maximum allowable building height and Section 10.405.9 reducing the parking ratio minimums for guest rooms and meeting spaces. (Howard Koontz)

10. CONSENT AGENDA ITEMS

- 10.1. Consideration and possible action on Resolution No. R-2026-126 awarding pavement milling and hauling project located on Brooklands Blvd entrance in the amount of \$69,572.38, funded by the street maintenance and repair fund, to Bennett Paving, Inc. (Rick Coronado)

- 10.2. Consideration and possible action on Resolution No. R-2026-127 authorizing the City Manager to execute a change order #2 with Liberty Civil Construction, LLC for no additional cost and 110 additional days for the modifications to the Legend of Hutto Drainage Improvements Phase I project (CIP D01-2024). (Patricia Davis)
- 10.3. Consideration and possible action on Resolution No. R-2026-128 accepting the infrastructure improvements for the Northwest Transmission Water Main, Capital Improvement Project (CIP-W03-2024) as public infrastructure. (Patricia Davis)
- 10.4. Consideration and possible action on Resolution No. R-2026-129 accepting the infrastructure improvements for private development known as Fritz 42" wastewater interceptor project. (Patricia Davis)
- 10.5. Consideration and possible action on Ordinance No. O-2026-025 amending the budget for FY 2026 for expenditures of the Hotel Occupancy Tax fund. (Alberta Barrett)
- 10.6. Consideration and possible action on Resolution No. R-2026-130 approving an addendum to the Standard terms of Engagement between the Bojorquez Law Firm, P.C., and the City of Hutto for representation of all Tax Increment Reinvestment Zones and additional Tax Increment Reinvestment Zones that may be created by the City; authorizing the Mayor to sign the Agreement. (Legal)
- 10.7. Consideration and possible action on Resolution No. R-2026-131 suspending the June 8, 2026 effective date of SiEnergy Gas, LLC's requested natural gas rate increase. (Legal)
- 10.8. Consideration and possible action on approving the following City Council meeting minutes: May 21, 2026 Work Session, May 21, 2026 City Council Meeting and May 26, 2026 Joint City Council/Hutto Economic Development Corporation Special Meeting. (Laura Hallmark)

11. ORDINANCES

- 11.1. Consideration and possible action on Ordinance No. O-2026-026 amending Chapter 8 "Business Regulations" of the Code of Ordinances by the addition of Article 8.09 "Short Term Rentals" establishing regulations for short-term rentals. (Nick Angeli)

12. OTHER BUSINESS

- 12.1. Discussion and possible action in consideration of purchasing a mural created at Mural Fest in the amount of \$15,000, using Hotel Occupancy Tax funds. (Hutto Arts Today - Elizabeth Bonura)

13. 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).

- 13.1. Receive legal advice pursuant to Texas Government Code Sec. 551.071, (Consultation with Attorney), to deliberate and seek legal advice regarding: a) *City of Grand Prairie v. State*, No. 15-25-00086-CV (Tex. App. - 15th Dist. May 6, 2025); and b) SB 2038 Petition related to the property located at 150 Mustang Drive in the Extraterritorial Jurisdiction of the City of Hutto, Texas and any future SB 2038 Petitions requesting that a property be removed from the City's Extraterritorial Jurisdiction.

- 13.2. Receive legal advice pursuant to Texas Government Code Section 551.071 (Consultation with Attorney) and deliberations pursuant to Texas Government Code Sections 551.072, (Real Property); 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: (a) Project Core; (b) Project Cottonwood; (c) Project Lake; (d) Project Blue Hub, (e) Project Heartbeat; (f) Project Air; (g) Project Orchard; (h) Project Shrine; (i) Project Megasite; and (j) Project Dynamite.

14. ACTION RELATIVE TO EXECUTIVE SESSION

- 14.1. Consideration and possible action related to Executive Session agenda items, listed above.
- 14.2. Consideration and possible action on Resolution No. R-2026-132 directing the City Secretary to not accept SB 2038 Petitions because SB 2038 is unconstitutional and directing that the City Manager notify Petitioners.

15. 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.

- 15.1. General Comments from City Council
- 15.2. Future Agenda Items

16. ADJOURNMENT

17. CERTIFICATION

I certify that this notice of the June 4, 2026 Hutto City Council meeting was posted in accordance with the Texas Open Meetings Act on the City of Hutto website (huttotx.gov) and the City Hall bulletin board (500 W. Live Oak Street) on May 29, 2026 before 5:30 P.M.




Laura Hallmark

The City of Hutto is committed to complying with the Americans with Disabilities 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 CitySecretary@huttotx.gov or call (512) 759-4839 for assistance.

AGENDA ITEM REPORT

7.3.



To: City Council
Subject: Consideration and possible action regarding the Library Advisory Board's request to fund a virtual webinar training conducted by the American Library Association's United for Libraries Division to be held on July 28, 2026. (Kristin Phillips, Library Advisory Board Members)
Meeting: Thursday, June 4, 2026
Department: Library /
Staff Contact: Kristin Phillips

ITEM SUMMARY:

The Library Advisory Board is requesting funding in the amount of one hundred and twenty-six dollars and twenty-five cents (\$126.25) to fund a virtual webinar training hosted by the American Library Association's United for Libraries Division on July 28, 2026. Note: the cost listed is for the early bird pricing if registered by July 17, 2026.

This interactive one-day virtual event features expert speakers on current topics facing Boards of public libraries. Programming runs from 10:00am to 3:00pm with scheduled breaks. Attendees will participate in live question and answer sessions with presenters, network with colleagues across the country in roundtable discussions, enjoy exclusive access to keynote speakers and authors, and receive a certificate of attendance.

FISCAL NOTES:

FISCAL NOTES

Requesting for group webinar for members of the Library Advisory Board to be paid for with the City Council's budget for Boards & Commissions in the amount of one hundred and twenty-six dollars and twenty-five cents (\$126.25).

ATTACHMENTS:

1. 2026_United_for_Libraries_Virtual_Pricing_and_Details
2. Kristin Phillips - Hutto Public Library - Trustee Day Group Viewing Registration

2026 United for Libraries Virtual: July 28-30, 2026

For questions or registration assistance, contact United for Libraries by phone at (312) 280-2161 or by email at united@ala.org.

This interactive three-day virtual event will feature expert speakers on current topics facing library Trustees, Friends, Foundations, and staff who work with them. Programming runs daily from 11:00 a.m. Eastern to approximately 4:00 p.m. Eastern, with scheduled breaks.

- Participate in live Q&A sessions with presenters and network with colleagues nationwide.
- Enjoy exclusive access to the keynote speaker and authors.
- View on-demand sessions for one year after the live event.

REGISTRATION LINKS

- [Individual Full Conference](#)
- [Individual Trustee/Board Member Day](#) (Tuesday, July 28)
- [Individual Foundations/Fundraising Day](#) (Wednesday, July 29)
- [Individual Friends of the Library Day](#) (Thursday, July 30)
- [Statewide FREE Registration](#) (MA, MI, NE, OR, SC, VA)
- [Invoice Request Form](#) – submit this form to request an invoice for (1) an individual single day or multiple days, (2) a group viewing single day or multiple days, or (3) an applicable state discount (IL, IN, MD, MN, ND, NV).

REGISTRATION, ATTENDANCE, AND PARTICIPATION

	Individual	Individual	Group Viewing
Registration Type	Full Conference	Single-Day or Multiple Days	Single-Day or Multiple Days
Date(s)	July 28-30, 2026	Trustees: July 28 Foundations/Fundraising: July 29 Friends Groups: July 30	Trustees: July 28 Foundations/Fundraising: July 29 Friends Groups: July 30
Course Access	Individual registered in the course.	Individual registered in the course.	Main contact registered in the course. See FAQ for more details.
Live Attendance	Individual registered in the course.	Individual registered in the course.	Group in a single location viewing on a single screen. See FAQ for special needs/requests.
On-Demand Viewing	Individual registered in the course. Accessible for one year.	Individual registered in the course. Accessible for one year.	Group in a single location viewing on a single screen.
Login Sharing	Not allowed.	Not allowed.	Not allowed.

AVAILABLE DISCOUNTS

	Individual	Individual	Group Viewing
Base Price	\$159.00 per seat Purchase online (links on the first page) or request an invoice .	\$70.00 per seat per day Purchase online (links on the first page) or request an invoice .	\$225.00 per day Available by invoice only .
United Personal Member Savings	35% off the base price.	35% off the base price.	35% off base price.
ALA Personal Member Savings	10% off the base price.	10% off the base price.	10% off base price.
Statewide Partners: MD, MN, ND	35% off the base price. Requires coupon code if purchased online.	35% off the base price. Requires coupon code if purchased online.	35% off base price.
Statewide Partners: IL, IN, NV	20% off base price. Requires coupon code if purchased online.	20% off base price. Requires coupon code if purchased online.	20% off base price.
Multiple Seat Savings • 3+ Seats: 15% • 16+ Seats: contact united@ala.org	Applied after an eligible member or statewide discount.	Applied after an eligible member or statewide discount on the purchase of same-day seats. For example, three (3) seats for Trustee Day will receive an extra 15% off.	Not applicable. Group registration includes all individuals in a single location viewing on a single screen.
Early Bird Savings (ends 7/17/26) <i>Applied after an eligible member or statewide discount and multiple seat savings.</i>	Additional \$15 off per seat.	Additional \$5 off per seat.	Additional \$20 off per day.

PRICING – includes all eligible discounts

Early Bird through 7/17/26	Individual Registration Full Conference				Individual Registration Single Day				Group Viewing Single Day	
	Early Bird		Regular		Early Bird		Regular		Early Bird	Regular
Price Per Seat	1-2 Seats	3+ Seats	1-2 Seats	3+ Seats	1-2 Seats	3+ Seats	1-2 Seats	3+ Seats	Group in a single location viewing on a single screen.	
United Personal Member	\$88.35	\$72.85	\$103.35	\$87.85	\$40.50	\$33.67	\$45.50	\$38.67	\$126.25	\$146.25
ALA Personal Member	\$128.10	\$106.64	\$143.10	\$121.64	\$58.00	\$48.55	\$63.00	\$53.55	\$182.50	\$202.50
Non-Member	\$144.00	\$120.15	\$159.00	\$135.15	\$65.00	\$54.50	\$70.00	\$59.50	\$205.00	\$225.00
MD, MN, ND	\$88.35	\$72.85	\$103.35	\$87.85	\$40.50	\$33.67	\$45.50	\$38.67	\$126.25	\$146.25
IL, IN, NV	\$112.20	\$93.12	\$127.20	\$108.12	\$51.00	\$42.60	\$56.00	\$47.60	\$160.00	\$180.00

FREQUENTLY ASKED QUESTIONS

For questions not covered below, please contact United for Libraries staff by phone at (312) 280-2161 or by email at united@ala.org.

GENERAL QUESTIONS

Q: Is the keynote included in all registration types?

A: Yes, the keynote is included in all registration types. The date/time of the keynote program will be announced later. You may watch the keynote on demand if you cannot attend the keynote at the announced date/time.

Q: I can only attend part of the conference. How do I access the recordings?

A: All sessions will be recorded and available by Monday, August 3, 2026.

- Individual registration includes on-demand viewing for one year for the registered individual. No group viewing is permitted.
- Group Viewing registration includes one year of on-demand viewing for a group in a single location on a single screen.

Q: My library director is a personal member of United for Libraries. How do I purchase registration and receive their member discount?

A: Your library director may purchase seats for themselves and/or others at the applicable member discount.

- When purchasing online (links on the first page), the member should complete the purchase to receive the eligible member discounts on all seats purchased.
- When requesting an invoice, the member should complete the [invoice request form](#) to receive the eligible member discount on all seats purchased.

Q: How do I obtain a certificate of attendance/viewing?

A: Certificates of attendance/viewing are available for individual registrations only.

- If you attend a live session, you will receive instructions on how to obtain your certificate.
- If you watch a session on-demand, instructions on obtaining your certificate are included in the course.

Q: I'm an ALA member in one of the listed statewide partner states. Will I receive both the member discount and the statewide partner discount?

A: The higher eligible discount (member or statewide partner) will apply. Individual full conference pricing is per seat; individual single-day pricing is per seat per day; Group Viewing pricing is per day. *See the pricing chart for final prices, including all discounts.*

1. The higher eligible discount (member or statewide partner) is applied first to the base price.
2. The eligible multiple-seat discount for purchasing three (3) or more seats of the same registration type is applied second. Multiple-seat discounts for individual single days are based on the number of seats purchased for the same day.
 - Example 1: Three (3) or more seats for Trustee Day will receive the multiple-seat discount.
 - Example 2: Two (2) seats for Trustee Day and one (1) seat for Friends Day will not receive a multiple-seat discount.
3. Early bird savings (available through July 17, 2026) based on the registration type is applied third.
 - Individual Full Day: \$15 off
 - Individual Single Day: \$5 off (per day)
 - Group Single Day: \$20 off (per day)

INDIVIDUAL REGISTRATION

Q: If I want to attend sessions on two different days, should I purchase an individual single-day or individual full conference registration?

A: You may purchase individual single-day registration for one, two, or three days.

- If you want to attend all three days, the individual full conference registration option will save you money over purchasing a single-day registration for each day.
- Individual full conference registration is for one individual and cannot be shared by multiple people.

Q: I purchased multiple individual registrations for my library board, Foundation, and/or Friends Group. How do the individuals access the course and receive their Zoom link?

A: You will receive one sign-up code per registration.

- Each person redeems their sign-up code(s) at <https://elearning.ala.org/>.
- Zoom links are sent by email approximately one week before the conference.
- For assistance redeeming sign-up codes, please contact United for Libraries staff by phone at (312)-280-2161 or by email at united@ala.org.

GROUP VIEWING REGISTRATION

Q: How many people are included in Group Viewing registration?

A: Group Viewing registration includes *all* individuals in a single location viewing on a single screen for live attendance and/or on-demand access.

Q: How does Group Viewing registration work?

A: Group viewing is defined as individuals assembled in a single room viewing the live and/or on-demand recordings on a single screen. The person who redeems the signup code is the main contact. This person coordinates group viewing at the library or another location, including:

- Securing a computer/laptop, projector, screen, and speaker(s)/audio capability.
- Accessing the course on the ALA eLearning website to download slides, handouts, and activities, and providing copies to their Friends group participants on the day of the live retreat.
- Receiving the Zoom link for the live retreat, joining the live sessions, engaging in chat, and adding questions to the Q&A panel.
 - Access from multiple devices is disabled, however, accommodation is available for board members who need individual viewing from a separate location.
 - If you have a special need/request, please contact United for Libraries staff by phone at (312) 280-2161 or by email at united@ala.org.
- Coordinating on-demand group viewing; logins cannot be shared.

Q: If I purchase Group Viewing registration for my board, can one or more members join from an alternate location?

A: Group Viewing registration includes all individuals viewing the education sessions on a single screen in a single location.

- Access from multiple devices is disabled, however, accommodation is available for board members who need individual viewing from a separate location.
- If you have a special need/request, please contact United for Libraries staff by phone at (312) 280-2161 or by email at united@ala.org.

Q: How does Group Viewing work for the keynote and Virtual Gala Author Tea?

A: The keynote and Virtual Gala Author Tea are held outside the daily education session schedule. Individuals may attend the keynote and/or Virtual Gala Author Tea from their own location. Details are provided in the course.

Q: Is there a Group Viewing option that includes all three days?

A: Group Viewing registration is available by day. You may purchase one, two, or all three days. The price is per day.



ALA BigCommerce invoice for order #39173

Billing Details

Kristin Phillips

Hutto Public Library

500 West Live Oak

Hutto, Texas 78634

United States

Phone:

Email: kristin.phillips@huttotx.gov

Order: #39173

Order Date: May 28th 2026

Payment Method: Money Order (\$126.25)

Order Items

Qty	Code/SKU	Product Name	Price	Total
1	UNITED-156-SC	2026 United for Libraries Virtual - Trustee / Board Member Day	\$126.25 USD	\$126.25 USD
Subtotal:				\$126.25 USD
Shipping:				\$0.00 USD
Tax:				\$0.00 USD
Grand total:				\$126.25 USD

Comments

Thank you for your GROUP VIEWING registration.

Please remember to submit ORDER Number listed on your invoice with your payment

Mail Checks Payable To:

American Library Association

To pay by credit card, Please contact Tihuana Spells at 312-280-4293

BANK TRANSFER INFORMATION

Bank: JP Morgan Chase Bank

Bank Address: 10 S. Dearborn, Chicago, IL 60603

Account #: 18030033

Routing ACH: 071000013 | Routing Wire: 0210-0002-1

Swift Code or IBAN: CHASUS33

Account Name: American Library Association

AGENDA ITEM REPORT

9.1.



To: City Council
Subject: Conduct a public hearing and possible action on Ordinance No. O-2026-024 approving Hutto Residential (a.k.a. Residence Inn Hotel) Planned Unit Development (PUD) zoning ordinance to vary from Section 10.403.4 to exceed the maximum allowable building height and Section 10.405.9 reducing the parking ratio minimums for guest rooms and meeting spaces. (Howard Koontz)
Meeting: Thursday, June 4, 2026
Department: Development Services /
Staff Contact: Howard Koontz

ITEM SUMMARY:

The Planning and Zoning Commission considered a request on May 5, 2026 to establish the Hutto Residential / Residence Inn (Planned Unit Development) PUD on a 2.914-acre tract at 328 Ed Schmidt Boulevard, seeking a height increase to 55 feet, reduced parking at 0.9 spaces per guest room, and allowance for a blank north façade; the Commission recommended approval (3-1) with these modifications, with a friendly amendment requesting an update from the applicant on parking negotiations at the June 4, 2026 Council meeting.

While the site is compatible with surrounding commercial uses and consistent with the comprehensive plan, staff expressed concern that the request does not meet the intent of a PUD, noting that no innovative design or planning elements were presented, and that the proposed PUD functions primarily as a mechanism to secure height and parking variances outside the normal variance process; therefore, staff did not recommend approval in this format.

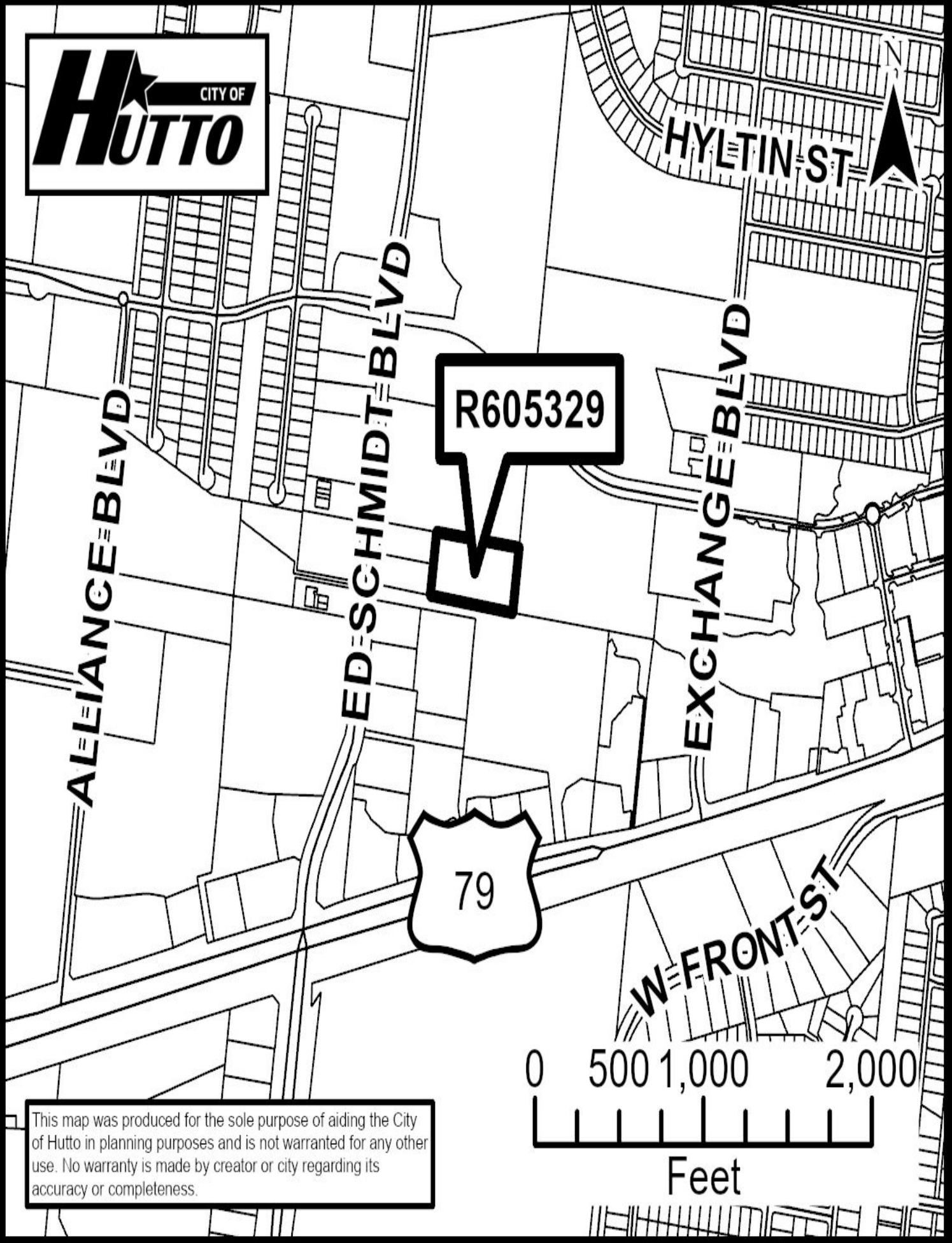
FISCAL NOTES:

There is no fiscal impact associated with this agenda item.

ATTACHMENTS:

1. Residence Inn PUD Zoning Map
2. 05.05.2026 P&Z Agenda Item 6.2 Report
3. Combined Application Hutto Residential PUD - #ZON-25-0007
4. Location Map - 328_Ed_Schmidt_Boulevard_Residence_Inn_PUD_Zoning
5. Ordinance No. O-2026-XXX - Residence Inn PUD
6. Exhibit A - Hutto Residential PUD Property Description & Survey
7. Exhibit B - Hutto Residential PUD Standards

328 Ed Schmidt Boulevard - Residence Inn PUD Zoning (2.914 AC)



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.

AGENDA ITEM REPORT

6.2.



To: Planning and Zoning Commission

Subject: Public Hearing, consideration and possible action on the Hutto Residential / Residence Inn PUD application.

Meeting: Tuesday, May 5, 2026

Department: Development Services

Staff Contact:

BACKGROUND INFORMATION:

The proposal is to rezone a 2.914 acre tract located internally within Hanson's Corner expansion, addressed as 328 Ed Schmidt Boulevard. The current zoning is general commercial (B-2) which is a setting for development of a wide range of retail uses, offices and personal services. The applicant seeks to establish a Planned Unit Development (PUD) – known as Hutto Residential PUD.

The surrounding uses to this property are as follows:

North - ETJ (Religious Institution)

East - PUD (Vacant)

South - B-2 (Vacant)

West - B-2 (Restaurant)

SUMMARY OF REQUEST:

The purpose of this request is to establish a PUD at the property located at 328 Ed Schmidt Boulevard. The proposal known as Hutto Residential / Residence Inn PUD seeks to maintain the base zoning of B-2. This base zoning allows for a maximum building height of 45 feet and requires 1.2 parking spaces per guest room plus 1 per 100 sq. ft gross floor area meeting/banquet room. Additionally, the design standards for commercial structures as established in chapter 4 of the Unified Development Code prohibit blank, uninterrupted walls for more than 30 ft, to meet this criteria change in texture or masonry patterns, windows, or other equivalent elements can be used.

The applicant proposes the following requirements in their PUD application. A maximum building height of 55 feet to allow for a total of 4 stories, a reduction of parking requirements from 1.2 parking spaces per guest room to 0.9 spaces per guest room and no additional parking spaced for gross floor area. The applicant states that this is based on their current data for parking demand at other locations. Furthermore, the applicant proposes to eliminate any guest room windows along the northern building face. This is intended to limit any privacy concerns with adjacent properties.

AGENDA ITEM REPORT

6.2.



STAFF REVIEW:

Staff reviews zoning amendment requests to the criteria established in 10.203.25.3 of the Unified Development Code. The proposed zoning shall be consistent with the comprehensive plan and any community, neighborhood and other applicable land use and development plans. The criteria are as follows:

1. The proposed zoning is compatible with existing and permitted uses on properties in the neighborhood.

The Planned Unit Development will establish a base zoning of B-2, this is consistent with the existing zoning as well as surrounding properties. The request of this Planned Unit Development is to vary from the requirements established in the Unified Development Code for development projects within the B-2 zoning district.

2. Conditions in the neighborhood have changed to the extent the proposed zoning is necessary.

This lot is located within the Hanson Corner expansion. The conditions of the commercial center have developed as intended with pad sites being developed to a variety of the commercial uses allowed within the B-2 zoning district. The use of lodging is allowed by right within B-2.

3. The proposed zoning does not have an adverse impact on surrounding properties or the natural environment.

Staff does not find that the proposed zoning will have any adverse impacts on the surrounding properties or the natural environment.

4. The proposed zoning corrects a clerical or administrative error on the zoning map.

This request does not correct any errors.

5. The proposed zoning results in a logical and orderly development pattern.

As this project will remain as a B-2 zoning district, it will result in development consistent with the city's intended development pattern.

6. The proposed zoning is not merely intended to confer an economic benefit to the property owner.

Staff is unable to determine if this request will confer any economic benefit.

7. The site is a legal building lot.

AGENDA ITEM REPORT

6.2.



Yes, this lot is a legal building lot.

A zoning map amendment (rezoning) is a process whereby the zoning classification of a subject property is changed from one category or condition to a different category or condition, so that an operator may develop the property to meet certain desired uses or dimensional/bulk standards.

Lodging is an allowable use by right in the B-2 zoning district. From Hutto's UDC: "The B-2 district is a setting for development of a wide range of retail uses, offices and personal and business services. B-2 zoned land should only be grouped together at the intersections of busy arterial streets."

Continuing from the UDC: "The PUD district is a floating zone intended to encourage innovative planning and design techniques for development, when designation of a single use zoning district or application of standard zoning provisions are too rigid for practical application. A PUD district may accommodate development with mixed or varied uses, and/or allow some degree of flexibility in the application of standards and rules in this code to achieve superior results to development on sites with unusual topography, unique settings, or difficult or costly development problems. A PUD district is not intended to permit uses or development not keeping with the spirit of this code or any applicable plans, or avoid imposition of Unified Development Code standards rather than achieve the stated intent of a PUD." This last sentence is the most relevant to this request: no innovative planning nor design techniques are presented in this application. This action does not change the underlying use(s) of the subject property, nor does it alter the allowable dimensional standards of the lot; the only tangible benefit to the operator in this case is that the resultant building on the site will be built taller than a similar structure in the B-2 district, and the number of parking spaces required by Hutto's UDC will be less than the minimum standard for the B-2 district. This request simply side-steps the city's process for variances under the guise of a planned unit development.

Therefore, staff's recommendation isn't a question of allowing new use(s) or reviewing lot dimensions. Instead, the primary question becomes the appropriateness of the two requested development variances. Since staff cannot agree that the design allowances are appropriate, it would similarly not be appropriate to approve this request in this manner.

FISCAL NOTES:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. U3-StaffComments(3-24-26)

Record Report for Zoning and Rezoning Applications #ZON-25-0007

Record Overview

Record Number: ZON-25-0007

Record Type: Zoning and Rezoning Applications

Record Status: Scheduled for P&Z

Record Submitted At: Monday March 10, 2025

Record Address: 328 ED SCHMIDT BLVD - RESIDENCE INN PUD (2.914 AC)

Record Owner: Yvette Glover

Record Applicant User: Jason Rodgers

Record Applicant Company: Bleyl Engineering

Form Submission

Project Address: 328 ED SCHMIDT BLVD - RESIDENCE INN PUD (2.914 AC)

Applicant:

Blely Engineering, Jason Rodgers

7701 San Felipe

Suite 200

Austin, TX 78729

austinpermitting@bleylengineering.com, (512) 454-2400

Property Owner:

Spades Hutto LLC, Navid Karedia

9301 Southwest Freeway

Suite 270

Houston, TX 77074

navid.karedia@sltxcapital.com, (832) 387-3647

Notes:

The letter of Intent includes information on the TIA, parkland and PUD criteria



BLEYL ENGINEERING

PLANNING • DESIGN • MANAGEMENT

7701 San Felipe Blvd., Suite 200
Austin, TX 78729
(512) 454-2400

March 31, 2025

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

Thank you for receiving this application from Bleyl Engineering for a roughly 2 acres Planned Unit Development located at 328 Ed Schmidt Boulevard.

This letter will serve as the

- PUD Statement of Intent
- PUD Development Standards
- Demonstration of how the PUD meets PUD Criteria
- Letter of Intent for Parkland Dedication.

PUD STATEMENT OF INTENT

We are requesting a Planned Unit Development to allow for the construction of a 4-story hotel and associated improvements to serve the growing demand for lodgings for visitors to Hutto. Hutto is experiencing healthy growth in the residential and commercial sectors, and with that comes an increase in the opportunities for cultural and recreational activities for visitors, and the need for additional hotel accommodations.

The Hutto Comprehensive Plan, and the Hutto Future Land Use Map designate the property as part of a Community Activity Center, allowing for a combination of dense residential and nonresidential uses in a compact design.

The proposed PUD will allow great flexibility to meet described goals for a Community Activity Center of density, parking management, and access to amenities.

PUD DEVELOPMENT STANDARDS

The property is currently zoned General Commercial (B-2).

B-2 zoning is intended for a wide range of retail uses, offices and personal and business services. Site and building design standards are intended to encourage high quality development, promote internal and external pedestrian connectivity, and prevent potential harm to residential districts.

Our proposed PUD would keep the standards of B-2 with the following three modifications –

- 1. Allowable height would increase from 45' to 50'**

The increase in height will allow the full development of the site to 4 stories. This will result in a smaller building footprint than the same number of units would require if spread in a shorter building. This is in keeping with the goal of compact design called for in the Hutto Comprehensive Plan.

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Bryan

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2. Parking standards for the Lodging establishment would be modified to a minimum of 0.9 spaces per room and no additional spaces required for meeting rooms

The modified parking standards will provide adequate parking for the use. The developer is an experienced hotel developer and data of comparative sites supports the adjusted rate. Additionally, the meeting rooms are intended for use by hotel guests and will not generate additional parking needs.

3. No guest room windows would be permitted to face the north lot line within 120' of the lot line.

In our discussions with City staff, concerns were raised about the hotel room windows overlooking adjacent properties to the north. In response, the design was modified, rotating the building to address this comment. Additionally, we are proposing that guest room windows be prohibited on the north façade within 120' of the lot line.

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 proposed PUD is consistent with the Hutto Comprehensive Plan and Future Land Use Plan. The modifications proposed by this PUD better allow the development to achieve the goals of the Comprehensive Plan than the current zoning of General Commercial (B-2).

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

The land is currently vacant. The PUD will have no negative cultural, recreational or aesthetic impact.

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

The architectural plans and site design will result in a project that blends well with the other surrounding commercial uses.

- *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 adjustments to height and parking will allow for a more compact development, lessening loss of open space and increasing the commercial density of the overall Community Activity Center.

- *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.*

There are no negative impacts on nearby land uses or traffic.

- *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.*

The infrastructure needs of the PUD do not increase the burden on the local facilities.

Letter of Intent for Parkland Dedication

No dwelling units are being constructed. The project will not trigger any parkland dedication fees.

Thank you for your acceptance and consideration of this Planned Unit Development Application. We look forward to your response and our future discussions.

Regards,



Jason Rodgers, P.E.

Attachments:

1. PUD Zoning Change Application
2. Property Owner Consent
3. PUD Development Plan
4. Approved Service Extension Request
5. Proof of Ownership (copy of deed)
6. Sealed Survey of the Property
7. List of all property owners within 600' feet of the property



March 25, 2026

Bleyl Engineering
Jason Rodgers
7701 San Felipe, #200
Austin, TX 78729
austinpermitting@bleylengineering.com - *communication provided via email*

R: d Schmidt oule ard utto T
 onin Re view – Residence nn PU **Planned Unit** e elopment onin C an e – Update Comment
 Report to submittal recei ed
 Project No: ON

Mr. Rodgers,

The zoning application Update #3 submittal for the above referenced project has been reviewed by the Hutto Development Services Department. The zoning request is scheduled for the Planning and Zoning Commission in May followed by the City Council in June.

Plannin Reiew – Emmanuel Hernandez Planner – manny Hernandez – tuttotto

1. No comments.

This review is based only on the information provided. Please note that plans remain subject to additional staff comments throughout the duration of the review period. This review in no way alleviates the responsibility of the owner or contractor to comply with all ordinances adopted by the City of Hutto, or state and federal laws and codes. No code violations are approved by this department.

If you have specific questions regarding any of the comments in this report, please contact the department reviewer noted at the top of the corresponding section.

Sincerely,
Development Services Department

ZON-25-0007-328ESB-RESINNPUD-U3(3-23 3/25/2026)

Attendees

sandip (Sandip.Uprety@HuttoTX.gov)
Manny Hernandez (manny.hernandez@huttotx.gov)

Documents

U3-DevelPlan(3-2-26).pdf

Staff will place this on the May agenda for P&Z as presented. If you have any questions feel free to reach out.

HUTTO RESIDENTIAL

Statement of Intent

Introduction

The proposed Planned Unit Development (PUD) at 328 Ed Schmidt Boulevard, Hutto, Texas, is designed to provide a 4-story hotel that addresses the growing demand for lodging accommodations in response to Hutto’s residential and commercial growth. The PUD is aligned with the goals and objectives of the Hutto Comprehensive Plan and Future Land Use Map, which designate this area as Corridor Commercial. The development will bring economic vitality, improve land use efficiency, and ensure compatibility with adjacent properties through thoughtful design and planning.

While adhering to the spirit of the City’s Unified Development Code (UDC), the proposed PUD requests three specific deviations to achieve a superior project:

1. **Building Height:** An increase in the allowable building height from 45 feet to 55 feet, enabling the construction of a 4-story hotel.
2. **Parking Standards:** A modification to parking requirements to allow 0.9 parking spaces per guest room and no additional spaces for meeting rooms, instead of the UDC Sec. 10.405.9 requirement of 1.2 parking spaces per guest room + 1 parking space per 100 sq. ft. per gross floor area / banquet room.
3. **Window Placement:** A prohibition of guest room windows facing the north lot line within 120 feet of the lot line to enhance privacy for adjacent properties.

A comparison summary is provided below to easily reference the City’s UDC requirements and the proposed deviations requested by the PUD:

Comparison of City Standards vs. Requested Deviations

Standard	City’s UDC Requirement	Proposed PUD Deviation	Reason for Deviation
Building Height	45 feet	55 feet	Allows for a 4-story hotel, reducing the overall building footprint and supporting the highest and best use of an otherwise small lot which is a challenge for development.
Parking: Guest Rooms	1.2 spaces per guest room	0.9 spaces per guest room	Reflects actual parking demand based on current data and avoids unnecessary impervious surfaces.

Standard	City's UDC Requirement	Proposed PUD Deviation	Reason for Deviation
Parking: Meeting / Conference Rooms	1 space per 100 sq. ft. of gross floor area / banquet room	No additional parking spaces for meeting rooms	Meeting rooms are intended for hotel guests, generating no additional parking needs.
Window Placement	No specific restrictions	No guest room windows facing the north lot line within 120 feet	Ensures privacy and compatibility with adjacent properties.

The proposed development balances the benefits of increased density with thoughtful design enhancements while addressing site constraints. Although the site does not include significant areas of open space or preserved native land, the project incorporates efficient use of the site, landscaping, and architectural features that elevate its quality and compatibility with the surrounding area.

1. Consistency with the Spirit of the Community and Compatibility with Land Use Plans

The proposed PUD aligns with the Hutto Comprehensive Plan and Future Land Use Map by supporting the purpose of the Corridor Commercial district, which emphasizes compact, mixed-use developments that foster economic vitality and provide essential services to residents and visitors. The proposed deviations allow the project to:

- **Promote Economic Development:** The hotel will attract visitors to the area, supporting nearby businesses and enhancing the economic profile of the Corridor Commercial district.
- **Maximize Site Efficiency:** The requested height increase enables vertical development, optimizing the site's use without compromising surrounding properties.
- **Ensure Compatibility:** The restriction on north-facing guest room windows addresses privacy concerns and ensures harmonious relationships with neighboring properties.

The location, scale, and design of the project make it a vital addition to the Corridor Commercial district, meeting the City's vision for vibrant and sustainable growth.

2. Preservation of Historical, Cultural, Recreational, or Aesthetic Value

The project site is currently vacant and does not include any land with significant historical, cultural, recreational, or aesthetic value. However, the PUD enhances the area's aesthetics through:

- **High-Quality Architecture:** The building design incorporates high-quality materials and finishes that complement the surrounding area.

- **Native Landscaping:** The project includes native trees and plants that enhance the site's visual appeal and promote environmental sustainability.
- **Maximizes Highest and Best Use:** The PUD promotes the highest-and-best use for what is otherwise a small lot which is challenging to develop. Variances for building height make the development of a high-quality hotel on the site financially feasible.

3. **Efficient Use of Space and High-Quality Development**

The PUD maximizes the efficient use of a small lot while delivering a high-quality development that meets community needs. Although the site does not include substantial open space or preserved native land, the project achieves efficiency and functionality by:

- Reducing the building footprint through vertical development, enabled by the requested height increase.
- Incorporating landscaping that softens the visual impact of the development and meets the City's requirements for parking lot screening and tree placement.
- Designing a layout that prioritizes functionality and circulation within the site, ensuring a cohesive and efficient use of the property.

In contrast, a standard 3-story development with larger parking areas would result in less green space and a greater environmental impact.

4. **Balancing Intensity of Development with Public Benefits**

The requested deviations strike a balance between increased density and public benefits:

- **Building Height:** The additional ten feet of height allows for a 4-story design, increasing guest room capacity and optimizing the use of space on a small lot which presents a challenge for development.
- **Parking Adjustments:** The deviation ensures the parking supply matches actual demand without unnecessary land coverage, supporting environmental sustainability.
- **Privacy Measures:** Prohibiting guest room windows within 120 feet of the north lot line demonstrates a commitment to compatibility with adjacent properties.

By leveraging these adjustments, the project delivers a high-quality development that aligns with community goals and minimizes adverse effects on the surrounding area.

5. **Mitigation of External Effects on Nearby Land Uses**

The PUD incorporates several measures to mitigate potential negative impacts on adjacent properties:

- **Traffic Management:** The reduced parking demand minimizes congestion and ensures efficient site circulation.
- **Highest and Best Use of Small Lot:** The project maximizes the highest and best use of a small lot which is otherwise a challenge to develop from a land use and a feasibility standpoint.
- **Privacy Enhancements:** The restriction on window placement ensures privacy for the future residential development to the north, exceeding the requirements of the UDC.

These measures demonstrate the developer's commitment to creating a project that integrates seamlessly with its surroundings.

6. Adequate Infrastructure and Services

The proposed PUD will be served by adequate infrastructure, as confirmed by the approved Service Extension Request (SER). The project does not place a significantly greater burden on public infrastructure compared to development under the current zoning. By concentrating development vertically, the PUD minimizes strain on streets, water, sewer, and fire protection services.

7. Compatibility with Architectural, Landscaping, and Design Standards

The project adheres to the architectural and landscaping requirements outlined in the City's UDC, while incorporating enhancements that create a superior development:

- **Architectural Design:** The hotel features high-quality materials, finishes, and design elements that align with the character of neighboring properties.
- **Landscaping:** The site includes native trees, shrubs, and landscaping elements that enhance the pedestrian experience and soften the development's visual impact.
- **Sustainability:** The compact footprint and reduced parking requirements contribute to environmental sustainability.

8. How the Proposed Development is Superior to a Code-Compliant Project

The proposed PUD produces a hotel development that is demonstrably better than what the UDC would allow:

- **Compact and Efficient Land Use:** The increased building height reduces the footprint, maximizes the use of available space and enabling better site circulation.
- **Right-Sized Parking:** The adjusted parking standards reflect actual demand, avoiding excessive impervious surfaces and supporting sustainability.

- **Enhanced Privacy:** The window placement restriction exceeds UDC requirements, ensuring compatibility with adjacent properties.
- **High-Quality Design:** The project's architectural and landscaping features elevate it beyond the minimum standards, creating a more attractive and functional development.

A code-compliant project would result in a shorter building with a larger footprint, oversized parking areas, and less consideration for privacy and aesthetics, making the PUD a superior alternative.

Conclusion

The proposed PUD for a 4-story hotel at 328 Ed Schmidt Boulevard fulfills the City of Hutto's PUD criteria by promoting compact, high-quality development that aligns with the Hutto Comprehensive Plan. The requested deviations are minimal, justified, and necessary to achieve the project's goals while minimizing impacts on the surrounding area. By addressing the needs of the community and exceeding the standards of the City's UDC, the PUD sets a new benchmark for innovative and sustainable development in Hutto.

We respectfully request the City's approval of this Planned Unit Development.

HUTTO RESIDENTIAL

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

**Exhibit B
Development Plan**

February 27, 2026

Applicant: **Spades Hutto, LLC
c/o Navid Karedia
1814 Rustic Hills Ct.
Sugar Land, TX 77479**

Prepared by: **Chris Nichols, Partner
Brady & Hamilton, LLP
1602 13th St.
Lubbock, Texas 79401**

**Jason Rodgers, P.E.
Bleyl Engineering
7701 San Felipe Blvd., Suite 200
Austin, TX 78729**

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1. GENERAL PROVISIONS

1.1 Title

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

1.2 Purpose and Intent

The purpose of this Plan is to establish a Planned Unit Development (PUD) to allow the construction of a 4-story hotel and associated improvements on the approximately 2-acre property located at 328 Ed Schmidt Boulevard, Hutto, Texas. The PUD seeks to address the growing demand for lodging accommodations in response to the City’s residential and commercial growth. This PUD is consistent with the Hutto Comprehensive Plan and Future Land Use Map, which designates the property as Corridor Commercial, and is designed to:

- Promote compact development and flexibility in design.
- Provide adequate parking, reduce the building footprint, and protect adjacent land uses.
- Ensure compatibility with surrounding commercial and residential uses.

1.3 Applicability of City Ordinances

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

1.4 Severability

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

1.5 Amendments to Ordinance

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

Modifications to the PUD shall be administered as follows:

To the extent applicable, modifications of the Concept Plan pertaining (a) roadways and trail alignments; (b) changes in the density of specific sections or phases shown on the Concept Plan that do not increase the overall density of development on the Land; changes of less than ten percent (10%) in 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 related to roadway and trail alignments, if necessary, due to topography, terrain, floodplains and floodways, alignment with connections to adjoining portions of roadways, trails and utilities on adjacent properties, and similar situations, all of which shall be considered Minor Modifications over which the City’s Development Service Director has final review and decision making authority.

All other changes to the Plan that are not Minor Modifications shall be considered “Major Modifications”. Major Modifications to the 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 Plan shall be recorded by the City at the property owner’s expense in the Official Records of Williamson County, and thereafter, all references herein to the Plan shall mean and refer to the then most current approved and recorded Plan.

Minor Modifications to this Plan allowed by this PUD Ordinance shall not be deemed to be changes to the Project under Chapter 245 of the Texas Local Government Code. All Major Modifications to the 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 Plan does not constitute plat or site plan approval, and all development related approvals required by the UDC are still required. The request for an amendment to the PUD Ordinance shall not subject the entire application to public hearing, but only that portion necessary to rule on the specific issue requiring the relief.

1.6 Definitions

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

2. Development Plan and Land Uses

2.1 Permitted Uses in the PUD

The Hutto Residential PUD shall allow the following uses:

1. Hotel (4-story Residence Inn)
2. Associated amenities and accessory uses, limited to:

- Meeting rooms
- Conference/banquet facilities
- Restaurant and bar areas
- Parking areas (surface or structured)

2.2 Development Standards

The following modifications to the existing B-2 (General Commercial) zoning district are adopted as part of this PUD:

1. Increase in allowable building height from 45 feet to 55 feet.
 - This adjustment enables the construction of a 4-story hotel, allowing a compact design that reduces the building footprint.
2. Parking standards for the hotel shall require a minimum of 0.9 parking spaces per guest room, deviating from the City's current minimum requirement of 1.2 spaces per guest room.¹
 - Rationale for Reduction:
 - a. Supporting studies, such as the *Victoria Transport Policy Institute's Parking Management Guide (2025)*, indicate that reducing parking minimums fosters efficient land use, sustainability, and cost savings for developers and future hotel patrons while supporting the transition toward rideshare and multimodal transport reliance.
 - b. A detailed parking analysis conducted by DeShazo Group for a 145-room hotel in Southlake, Texas, revealed significant reductions in parking demand due to the integration of rideshare services and shuttle systems (*DeShazo Group, 2020*). The study applied a parking rate of 0.71 spaces per guest room on Saturdays – a 20% reduction compared to traditional standards – attributed to observed high rideshare utilization among – hotel patrons. Similarly, synergy reductions for shared-use meeting spaces and restaurants were applied to due to multipurpose trips. The analysis further demonstrated that by implementing remote employee parking and leveraging rideshare trends, peak parking demand was significantly alleviated. These findings highlight the efficacy of adopting progressive parking strategies that align with evolving consumer transportation preferences and justify the proposed reduction in parking requirements for the proposed hotel.

¹ See City of Hutto UDC, Section 9.02.030. Off-Street Parking Requirements.

- c. A study by Walker Consultants' *Ride-Hailing Impacts on Parking (2019)*, concluded that Transportation Network Companies (TNCs), more commonly referred to as rideshares services such as Uber and Lyft, are significantly reducing the need for traditional parking spaces, particularly in hotels. Studies show that 59% of travelers utilize rideshare services instead of rental cars or taxis for business purposes, decreasing hotel parking demand (*See Walker Consultants, pg. 3*).
- d. An example from the City of Alexandria, Virginia's zoning code (Sec. 8-200(A(5))) which establishes a reduced parking ratio of 0.2-0.25 spaces per guest room for hotels located within transit-accessible zones, demonstrating an acknowledgment of reduced demand in comparable urbanized areas.
- e. To the extent there remains concern over the developer's request to deviate from the standard parking requirements, the developer would like the opportunity to explore a shared parking agreement with neighboring business for overflow parking during peak or overnight hours.

All studies referenced above are available for the City's review.

- 3. Prohibition of guest room windows facing the north lot line within 120 feet of the lot line.
 - o This restriction ensures privacy and minimizes impacts on adjacent properties to the north.

2.3 Development Goals

The PUD achieves the following objectives:

- Maximizes land efficiency by encouraging vertical development (4 stories).
- Supports the goals of the Hutto Comprehensive Plan by attracting visitors and enhancing the current General Commercial (B-2) District which is designated as Corridor Commercial according to the City's Future Land Use Map.
- Protects adjacent properties by prohibiting guest windows from overlooking nearby lots.

3. Development Standards

3.1 Lot Standards

- Minimum Lot Area: 2 acres
- Maximum Building Height: 55 feet (4 stories)
- Minimum Setbacks:

- Front Yard: 15 feet
- Side Yard: 10 feet
- Rear Yard: 10 feet

3.2 Architectural Design

- Design elements must ensure compatibility with adjacent commercial and residential developments.
- The hotel shall feature materials and finishes that are consistent with the architectural character of the surrounding area.
 - Primary Materials (50%):
 - *The proposed masonry products to be used – stone, brick, decorative CMU or other similar materials – are provided in Exhibit D.*
 - Secondary Materials (50%):
 - *The proposed secondary materials to be used – fiber cement, siding, textured concrete EIFS – are provided in Exhibit D.*
 - Color Palette: *The specific color scheme (low reflecting, muted, neutral tones) are provided in Exhibit D.*

3.3 Landscaping and Open Space

- A minimum 10-foot landscape buffer shall be provided along the north property line.
- Landscaped areas surrounding the hotel shall utilize native canopy and ornamental trees, shrubs and grasses for aesthetic enhancement, which are detailed in the Landscape Plan attached as Exhibit C.

3.4 Parking Design

- Parking areas shall be designed to minimize visual impact from public streets and adjacent properties.
- A landscape island of at least 180 square feet shall be placed at both ends of parking rows. Parking rows shall not extend greater than 10 spaces without a landscape island of at least 180 square feet.

3.5 Screening and Lighting

- A solid masonry wall shall be constructed along the north property line as a buffer for adjacent uses.

- All outdoor lighting shall comply with Section 10.307.25.3 of the Unified Development Code.

3.6 Utilities and Infrastructure

- The development shall be served by adequate water, sewer, and stormwater infrastructure, as confirmed by the approved Service Extension Request

4. Exhibits

The following exhibits are incorporated into this Development Plan:

- **Exhibit A:** Legal Description of the Property
- **Exhibit B:** Site Plan and Development Layout
- **Exhibit C:** Landscape Plan
- **Exhibit D:** Building Elevations and Architectural Standards

**DEVELOPMENT PLAN
EXHIBIT A**

Legal Description of the Property

EXHIBIT A
to Special Warranty Deed

Legal Description

Lot 3, Block A, Hanson's Corner Expansion, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded under Document No. 2020143661 of the Official Public Records of Williamson County, Texas.

**DEVELOPMENT PLAN
EXHIBIT B**

Site Plan and Development Layout

Ed Schmidt Boulevard

*Hutto United
Methodist Church
10 Acres
(Doc.# 2004071799)*

S82° 29' 28"E
487.92'

*Lot 1
Hanson's Corner Expansion
0.987 Acres
Zone: LI
Use: Commercial*

N7° 31' 02"E
260.06'

Shared Access Drive

Lot 2
Hanson's Corner Expansion
0.953 Acres
Zone: LI
Use: Commercial

Pool
Storage

Property Data from Surveyor
xx.xx Acres
Zoning: XX
Use: XX

Residence Inn
By Marriott
4 Story
113 Rooms

*Hutto Landing 3
Property Owner, LP.
11.74 Acres
(Doc. # 2021154181)*

S 7° 32' 49" W
260.28'

N82° 27' 57"W
487.78'

Shared Access Drive

*Lot 1
Hanson's Corner Addition
19.99 Acres*

Lot 3B-1
Block A
Shops at Hansons
Corner Addition
(Doc. # 201804652)

Lot 3B-2
Block A
Shops at Hansons
Corner Addition
(Doc. # 201804652)

Loading
Dock

Home Depot

Home Depot

*Garden Center
Metal Roof Shade*

Residence Inn Concept Site Plan

BLEYL ENGINEERING

PLANNING • DESIGN • MANAGEMENT
12007 Technology Blvd, Ste 150, Austin TX 78727
Texas Firm Registration No. F-678
Tel. 512-454-2400
www.bleylengineering.com

www.bleylengineering.com

AUSTIN

BRYAN

CONROE

HOUSTON

Additional projects are needed in order to facilitate service for this project and are indicated below. All of the projects and the responsibility are shown below in Table 3.

Table 3

Project Description	Design and Construction Responsibility	Funding Responsibility	Estimated Completion
Secure additional short-term water supply	City	City	Fall 2025
Frame Switch Pump Station Expansion	City	City	Spring 2025
Construct 8" water main(s)	Developer	Developer	TBD by developer
Construct 8" wastewater main(s)	Developer	Developer	TBD by developer
Construct Brushy Creek Interceptor Ph III & Ph IV. Decommission Enclave LS	City	City	Fall 2026
Expansion of South WWTP	City	City	Summer 2026

Any cost sharing or reimbursements requested of the city must be approved in writing by Hutto City Council.

**DEVELOPMENT PLAN
EXHIBIT C**

Landscape Plan

CONCEPT ONLY

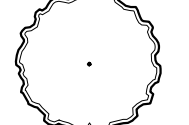
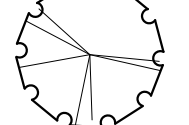
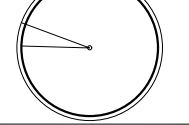
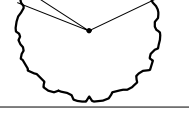
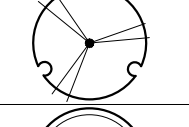
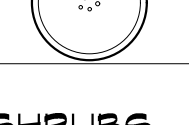
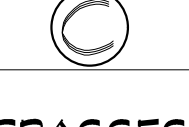
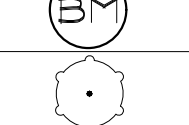


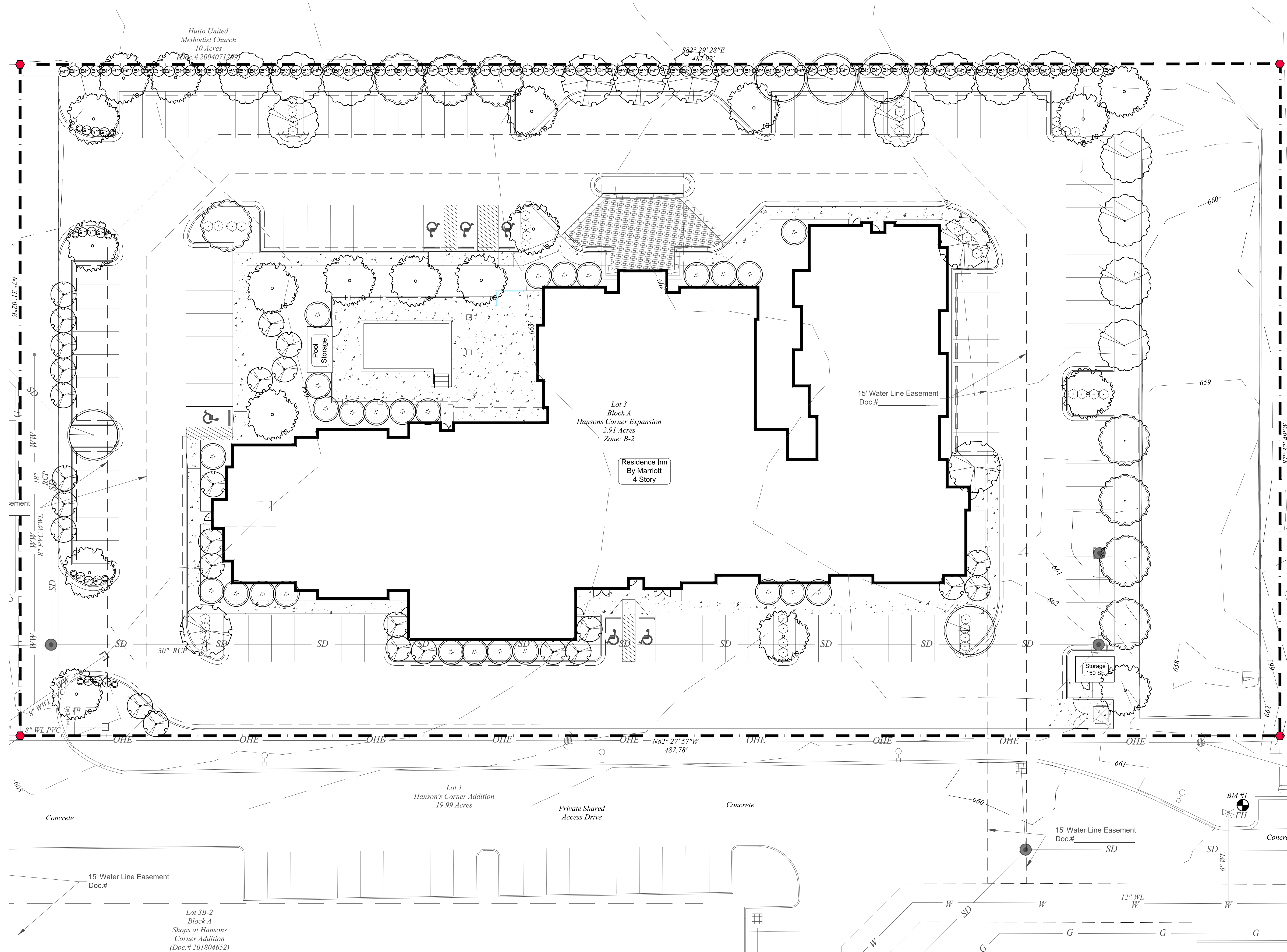
RESIDENCE INN- PUD CONCEPT PLAN



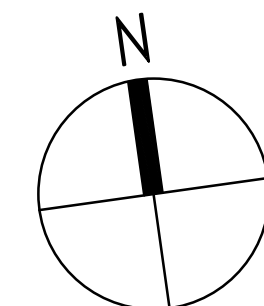
©2025 EndVision Design, Inc

This is an artist's concept of "RESIDENCE INN-PUD CONPET PLAN" only. The actual layout/design may not appear as drawn and may change without notice.

PLANT SCHEDULE			
SYMBOL	CODE	QTY	COMMON / BOTANICAL NAME
CANOPY TREES			
	BO	8	BURR OAK / <i>Quercus macrocarpa</i>
	CE	6	CEDAR ELM / <i>Ulmus crassifolia</i>
	CO	5	CHINQUAPIN OAK / <i>Quercus muhlenbergii</i>
	LO	10	LIVE OAK / <i>Quercus virginiana</i>
	PO	12	MONTEREY OAK / <i>Quercus polymorpha</i>
ORNAMENTAL TREES			
	RB	26	TEXAS REDBUD / <i>Cercis canadensis</i> var. <i>texensis</i>
	YP	26	YAUAPON HOLLY / <i>Ilex vomitoria</i>
SHRUBS			
	SG	8	RED AUTUMN SAGE / <i>Salvia greggii</i> 'red'
GRASSES			
	BM	100	BIG MUHLY / <i>Muhlenbergia lindheimeri</i>
	DM	40	DEER MUHLY / <i>Muhlenbergia rigens</i>
	GM	12	GULF MUHLY / <i>Muhlenbergia capillaris</i>



A PUD CONCEPT LANDSCAPE PLAN



PUD LANDSCAPE CONCEPT PLAN
NOT FOR CONSTRUCTION

REVISIONS:		NO.	DATE	BY	DESCRIPTION

PUD CONCEPT LANDSCAPE PLAN

RESIDENCE INN

328 ED SCHMIDT BOULEVARD - HUTTO, TEXAS 78634

11/22/25

EndVision Design, Inc.

land planning • design development • landscape architecture

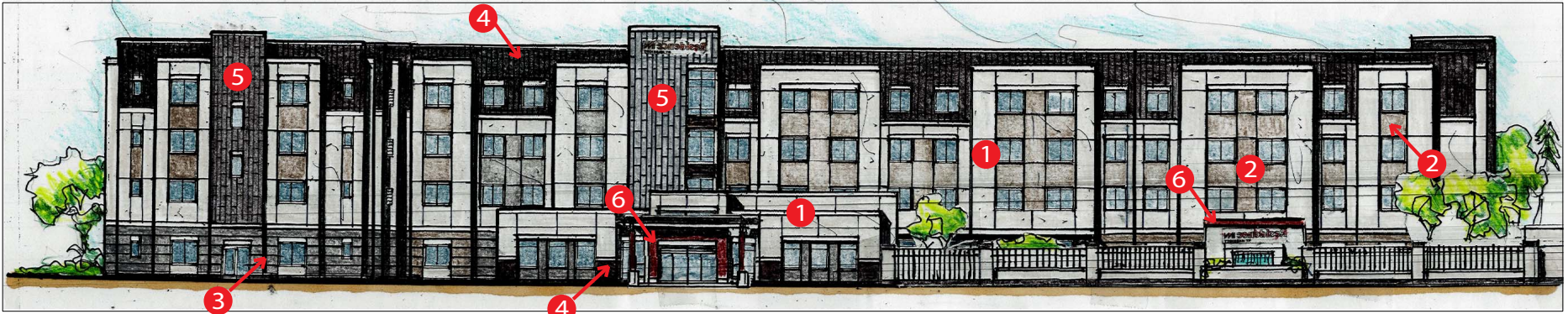
P.O. BOX 341316, Austin, Texas 78734

Off: 512.670.1219 E-fax: 512.852.4704

en vision
design

**DEVELOPMENT PLAN
EXHIBIT D**

*Building Elevations and Architectural
Standards*



FRONT ELEVATION
WITH POOL ENCLOSURE



FRONT ELEVATION
W/O POOL ENCLOSURE

EXTERIOR FINISH LEGEND



SHERWIN WILLIAMS
NATURAL CHOICE
SW 7011

1



SHERWIN WILLIAMS
FAWN BRINDLE
SW 7640

2



DALTILE
DIGNITARY
SUPERIOR TAUPE
LIGHT POLISHED
24"x48"

3



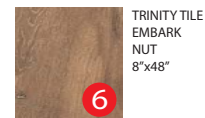
CROSSVILLE TILE
NOTORIOUS
FILM NOIR
HON
12"x24"

4



CROSSVILLE TILE
SHADES 2.0
CLAY CROSS SHEEN
HON
6"x24"

5



TRINITY TILE
EMBARK
NUT
8"x48"

6

*Mockup required to be submitted to owner and architect for approval.

RESIDENCE INN by MARRIOTT

Hutto, Texas

ARCHITECTURE PLANNING INTERIORS

3221A WEST ALABAMA HOUSTON, TEXAS 77098

Office 713-522-1054 Fax 713-522-4496 info@mcs-houston.com





SIDE ELEVATION
WITH POOL ENCLOSURE



SIDE ELEVATION
W/O POOL ENCLOSURE

RESIDENCE INN by MARRIOTT
Hutto, Texas

ARCHITECTURE PLANNING INTERIORS
3221A WEST ALABAMA HOUSTON, TEXAS 77098
Office 713-522-1054 Fax 713-522-4496 info@mcshouston.com
MCS ARCHITECTS LLC

06/20/2023

Residence Inn - TDW

3/31/2025

Attendees

Sydnee (sydnee.best@huttotx.gov)
Matt Rector (matt.rector@huttotx.gov)

Documents

Residence Inn TIA Determination Worksheet.pdf
Site Plan.pdf



CITY OF HUTTO

TRAFFIC IMPACT ANALYSIS TIA TRIP RATION ORS

APPLICANT MUST FILL IN WORKSHEET PRIOR TO SUBMITTING FOR TIA DETERMINATION

PROJECT NAME ☐ Residence Inn
LOCATION ☐ 328 Ed Schmidt Blvd. Hutto, TX 78634
APPLICANT'S AGENT: FIRM NAME ☐ Bleyl Eng. (ENGINEER NAME) ☐ Jason Rodgers
TELEPHONE NO. ☐ 512-454-2400 APPLICANT'S EMAIL ADDRESS ☐ jroddgers@bleylengineering.com
APPLICATION STATUS ☐ DEVELOPMENT ASSESSMENT ☐ ZONING ☒ SITE PLAN ☐ OTHER

STIP:

PARCEL NUMBER	BLDG S.F.T.	LAND USE	T CO	A TRIP RAT	A TRIPS
1	0	Vacant			

PROPOS:

TRACT NUMBER	BLDG S.F.T.	LAND USE	T CO	A TRIP RAT	A TRIPS	A P TRIP RAT	A TRIPS	P TRIPS
1 (Phase)	114 rooms	Hotel	310	7.99	911	0.53/0.60	60	68
2 (Phase)								
				Total				

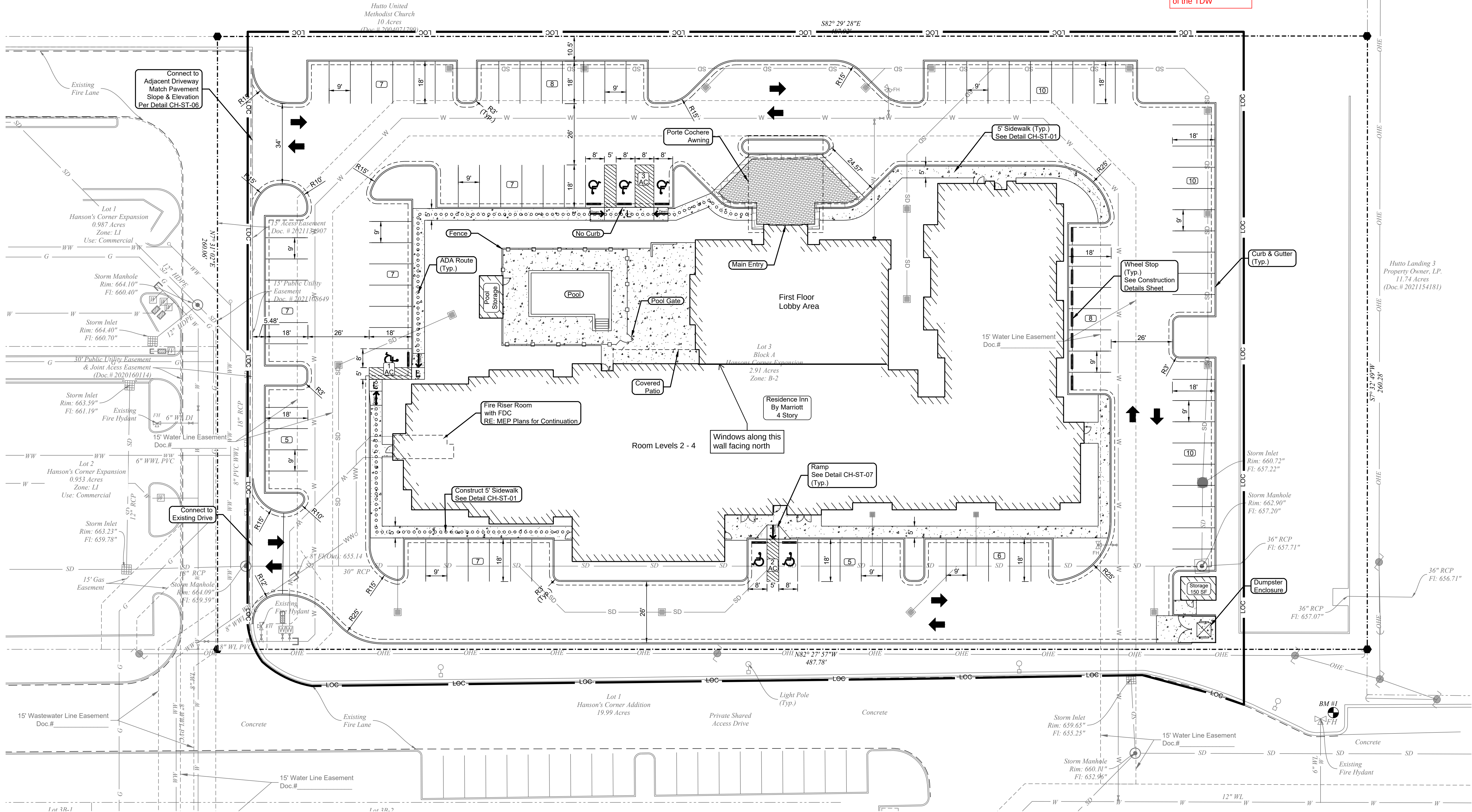
ADDITIONAL ROAD AS

STREET NAME	PROPOSED ACCESS	PAVEMENT WIDTH	CLASSIFICATION
Ed Schmidt Blvd	Yes		

Classification reflects Mobility Master Plan, 2018

NOTE: A TIA determination must be made prior to submittal of any zoning or site plan application. Therefore, this completed and reviewed form MUST ACCOMPANY any subsequent application for the IDENTICAL project. CHANGES to the proposed project will REQUIRE a new TIA determination to be made.

ORIGINAL LAYOUT SIZE - 24x36
©2025 H:\BLESKRD_NAVID_KAREDA\KRD 70490 - HUTT004 CAD\PILOT SHEETS\SITE PLAN COA.DWG 3/7/2025 10:24 AM Jennifer Wilson



not reviewed as part
of the TDW

Site Data Table

Zoning:	B-2		
	s.f.	acres	%
Site Area:	126,934	2.91	100.0
Existing Impervious Coverage:	3,791	0.00	0.0
Proposed Impervious Coverage:	87,629	2.01	69.0
Allowable Impervious Coverage:	114,240	2.62	90.0

Impervious Cover	
Building Footprint (Within limits of lot only)	27,543 sf
Parking, Private Sidewalk (Within limits of lot only)	60,086 sf
Total	87,629 sf

Disturbed Ground	
Total Disturbed Ground	0.72 ac

Impervious Cover Tracking Table		
Total Site Area	4,835 ac	ac
Net site Area Excluding Detention Basin	4,398 ac	ac
Maximum Allowed IC Percentage	85%	
Maximum Allowed IC	3,738	ac

Proposed IC	
Lots	
Lot 1	0.828 ac
Lot 2	0.798 ac
Lot 3	2.10 ac
Total Proposed IC	3,726 ac
Total Percentage Proposed IC	99.68%
Remaining Allowable IC	0.012 ac

Parking Table

Landuse	Rooms	Parking Spaces per Room	Parking Required	Parking Provided	Bicycle Parking Required	Bicycle Parking Provided
Hotel	113	0.9	102	103	6	

Benchmarks

B.M. #1 - Found near South East Property Corner next to Fire Hydrant
Elevation = 661.55' NAVD 1988 Datum

Legal Description

Lot 3, Block A, Hanson's Corner Expansion, A Subdivision in Williamson County, Texas.
Recorded in Doc. # 2020143661, O.P.R.W.C.T.



Release of this application does not constitute a verification of all data, information and calculations supplied by the applicant. The engineer of record is solely responsible for the completeness, accuracy and adequacy of his/her submittal, whether or not the application is reviewed for Code compliance by City engineers.

The location of all existing utilities shown on these plans has been based upon record information only and may not match locations as constructed. The contractor shall contact Texas 811 for assistance in determining existing utility locations prior to beginning construction. Contractor shall field verify locations of utility crossings prior to beginning construction.

BLEYL ENGINEERING

PLANNING • DESIGN • MANAGEMENT
7701 San Felipe Blvd., Suite 200, Austin TX 78729
Texas Firm Registration No. F-678
Tel. 512-454-2400
www.bleylengineering.com

AUSTIN BRYAN CONROE HOUSTON

Site Plan & Dimensional Control Plan

Residence Inn

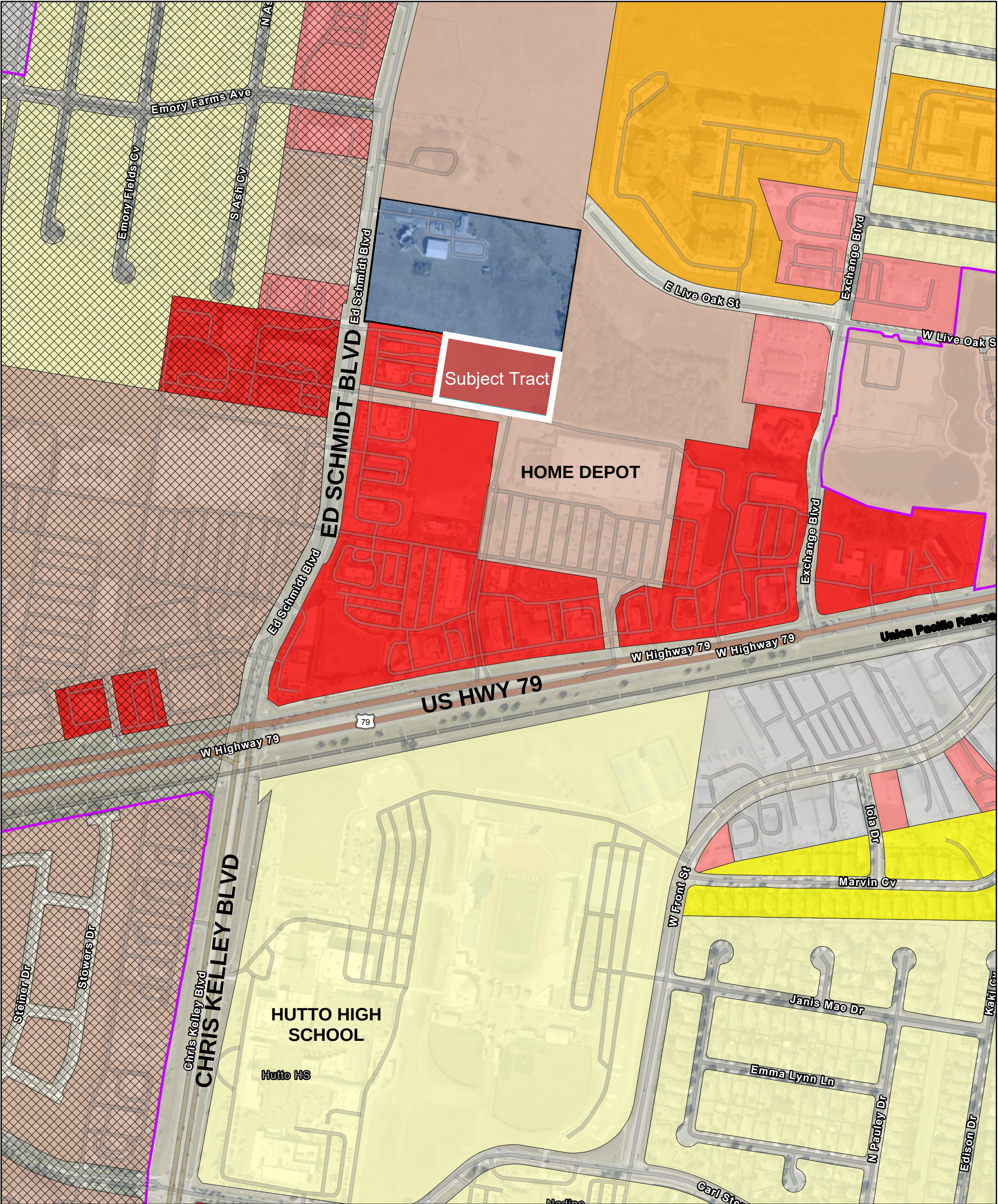
328 Ed Schmidt Boulevard
Hutto, Texas 78634
Williamson County

This Document is Released for the Purpose of Internal Review Under Authority of
Jason K. Rodgers, P.E. (TX # 87881)
3/7/2025
Date
It is not to be used for Construction

Design: CS, JR
CAD: RH, JW Review: JKR
Project No: KRD 70490

Sheet 8 of 22
SP-2025-xxxx

328_Ed_Schmidt_Boulevard_Residence_Inn_PUD_Zoning



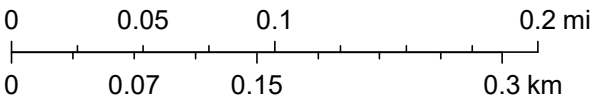
5/28/2026, 8:04:07 AM

- Development Agreements in Lieu of Annexation
- In City Development Agreements
- Gateway Overlay District (G)
- Historic Overlay District (H)
- SmartCode (SC)
- Historic Overlay District Roadways
 - A-Grid
 - B-Grid

- Hutto Zoning Districts
- Agriculture (AG)
 - General Commercial (B-2)
 - Historic (OT-5H)
 - Light Industrial (LI)
 - Local Business (B-1)
 - Multi-Family (MF)
 - Planned Unit Development (PUD)
 - Recreation (REC)

- Residential (OT-3)
- Single Family (SF-1)
- Special District (SD-A)
- Transition (OT-4T)
- Two Family (SF-2)
- Urban Residential (OT-4R)
- City Limits
- ETJ
- Parcels

1:5,364



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Williamson County TX, Vantor

ORDINANCE NO. O-2026-###

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, RESIDENTIAL PLANNED UNIT DEVELOPMENT (PUD) ZONING ORDINANCE, FOR 2.914 ACRES, MORE OR LESS, OF LAND, IN HUTTO, WILLIAMSON COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FINDINGS OF FACT, ENACTMENT, PUBLICATION, PROPER NOTICE AND MEETING, REPEALER, SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Texas (the "City"), is a duly constituted home-rule municipality and, as such, is authorized to; and

WHEREAS, a request has been made to the City Council of the City of Hutto, Texas to adopt the Hutto Residential Planned Unit Development (PUD) to vary from Section 10.403.4 to exceed the maximum allowable building height, and Section 10.405.9 reducing the parking ratio minimums for guest rooms and meeting spaces, as described in **Exhibit "B"** being attached hereto and incorporated herein for all purposes; and

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed ordinance on the 5th day of May, 2026 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: All of the above recitations are found to be true and correct and are incorporated into the body of this Ordinance.

SECTION 2: 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 Hutto Residential (PUD) is hereby adopted for the property described in **Exhibit "A"**, attached hereto and incorporated herein for all purposes, and the Development Plan attached hereto as **Exhibit "B"** and incorporated herein for all purposes.

SECTION 3: The City Secretary shall publish this ordinance on the City's website and shall publish the adoption of this ordinance by the City Council in the approved City Council minutes as required by Hutto City Charter Section 3.13.

SECTION 4: 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 5: All ordinances and resolutions and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict.

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

SECTION 7: Pursuant to Section 3.13 of the Hutto City Charter, this ordinance is adopted and enacted.

PASSED AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, TEXAS, on the 4th of June, 2026 on a vote of _____ AYES; _____ NAYS; _____ ABSTENTIONS.

(Remainder of page intentionally left blank.)

CITY OF HUTTO, TEXAS:

Mike Snyder, Mayor

ATTEST:

Laura Hallmark, City Secretary

**DEVELOPMENT PLAN
EXHIBIT A**

Legal Description of the Property

EXHIBIT A
to Special Warranty Deed

Legal Description

Lot 3, Block A, Hanson's Corner Expansion, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded under Document No. 2020143661 of the Official Public Records of Williamson County, Texas.

NOTICE
BEFORE DESIGN BEGINS ON THE SUBJECT PROPERTY
THE OWNER SHOULD CHECK THE LOCAL GOVERNING
AUTHORITIES ABOUT BUILDING SETBACKS AND OTHER
BUILDING REQUIREMENTS.

BEARING BASIS:
BEARINGS ARE GRID NORTH BASED ON THE TEXAS
COORDINATE SYSTEM CENTRAL TEXAS ZONE (4203)
NAD83 HARN HORIZONTAL CONTROL.

HUTTO UNITED METHODIST CHURCH
10.00 ACRES
(DOC. 2004071799)

RESTRICTIONS

SUBJECT TO RESTRICTIONS AS STATED ON THE PLAT RECORDED IN DOC. NO. 2020143661.
SUBJECT TO EASEMENT RECORDED IN DOC. NO. 2020160114. (SHOWN)
SUBJECT TO EASEMENT RECORDED IN DOC. NO. 2021108649. (SHOWN)
SUBJECT TO EASEMENT RECORDED IN DOC. NO. 2021134907. (SHOWN)
SUBJECT TO EASEMENTS RECORDED IN DOC. NO. 2021134908. (SHOWN)
SUBJECT TO EASEMENT RECORDED IN DOC. NO. 2021149915. (UNABLE TO LOCATE)

LEGAL DESCRIPTION

LOT 3, BLOCK A, HANSON'S CORNER EXPANSION, A SUBDIVISION IN WILLIAMSON COUNTY,
TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN DOCUMENT NUMBER
2020143661, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

LEGEND

- 1/2" ROD FOUND
- CALCULATED POINT
- RECORD INFORMATION
- VALVE
- CLEAN OUT
- SEWER TAP MANHOLE
- FIRE HYDRANT
- UTILITY POLE
- DOWN GUY
- OH OVERHEAD UTILITY LINE(S)
- LIGHT POLE
- SEWER FLOWLINE
- AE ACCESS ESMT
- PUE PUBLIC UTILITY ESMT

ED SCHMIDT BOULEVARD
(R.O.W. VARIES)(ALSO KNOWN AS COUNTY ROAD 119)

AE (DOC. 2021134908)

LOT 1

MANHOLE
TOP OF LID = 664.10'
FLOWLINE = 660.40'

INLET
TOP OF LID = 664.40'
FLOWLINE = 660.70'

DRAIN GRATE
TOP OF LID = 663.59'
FLOWLINE = 661.19'

LOT 2

DRAIN GRATE
TOP OF LID = 663.23'
FLOWLINE = 659.78'

(N 07°33'50" E 260.28')
(N 07°31'02" E 260.06')

15' X 126.78' AE
(DOC. 2021134908)

30' X 128.5' AE
(DOC. 2020160114)

(S 82°26'10" E 487.84')
(S 82°29'28" E 487.92')

LOT 3
BLOCK A
(2.914 ACRES)

CONCRETE
WALL

HUTTO LANDING 3 PROPERTY OWNER, LP.
11.744 ACRES
(DOC. 2021154181)

(N 82°27'57" W 321.78')
(N 82°26'10" W 321.62')

MANHOLE
TOP OF LID = 664.09'
FLOWLINE = 659.59'

INLET
TOP OF LID = 660.72'
FLOWLINE = 657.22'

MANHOLE
TOP OF LID = 662.90'
FLOWLINE = 657.20'

36" RCP
657.71'

36" RCP
657.07'

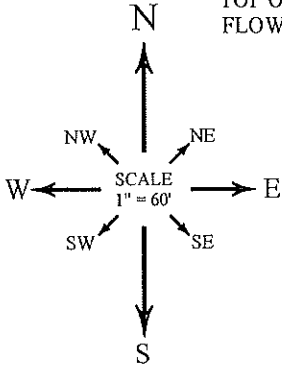
TEMPORARY BENCHMARK (TBM)
TOP OF IRON ROD FOUND
ELEVATION = 661.55'
NAVD 1988 DATUM

DRAIN GRATE
TOP OF LID = 659.65'
FLOWLINE = 655.25'

MANHOLE
TOP OF LID = 660.11'
FLOWLINE = 652.96'

LOT 3
BLOCK A
SHOPS AT HANSON'S CORNER ADDITION
(DOC. 201804652)

LOT 1
HANSON'S CORNER ADDITION
(CAB. Y, SLIDE 357)



ADDRESS

NAVID KARELIA
328 ED SCHMIDT BOULEVARD
HUTTO, WILLIAMSON COUNTY, TEXAS

F.I.R.M. MAP INFORMATION

THIS PROPERTY DOES NOT LIE
WITHIN THE 100 YEAR FLOOD -
PLAIN, AND HAS A ZONE "X"
RATING AS SHOWN ON THE
FLOOD INSURANCE RATE MAPS
F.I.R.M. MAP NO. 48491C0520F
PANEL: 0520F
DATED: 12/20/2019

ALLSTAR
Land surveying

9020 ANDERSON MILL RD
AUSTIN, TEXAS 78729
(512) 249-8149 PHONE
(512) 331-5217 FAX
TBPELS FIRM NO. 10135000

SURVEY DATE:	AUGUST 09, 2022	FIELD BY:	JACOB STINE	08/08/2022
TITLE CO.:	FIRST AMERICAN TITLE	CALC. BY:	DAVID BAK	08/05/2022
G.F. NO.:	202202255	DRAWN BY:	SEAN SUTTON	08/05/2022
JOB NO.:	A0707022	UPDATE BY:	DAVID BAK	08/09/2022
		RPLS CHECK:	EDWARD RUMSEY	08/09/2022

THIS CERTIFICATION IS FOR
INSURANCE PURPOSES ONLY AND IS
NOT A GUARANTEE THAT THIS
PROPERTY WILL OR WILL NOT FLOOD.
CONTACT YOUR LOCAL FLOOD PLAIN
ADMINISTRATOR FOR THE CURRENT
STATUS OF THIS TRACT.

TO THE LIEN HOLDER AND / OR OWNERS OF THE PREMISES SURVEYED AND TO:
FIRST AMERICAN TITLE INSURANCE COMPANY
I DO HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH
THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF
PRACTICE REQUIREMENTS FOR A CATEGORY 1A, CONDITION 2, LAND TITLE
SURVEY. EASEMENTS MAY NOT BE SHOWN IF THE SURVEYOR WAS NOT
PROVIDED A COPY OF THE EASEMENT. THIS SURVEY WAS PERFORMED
WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE.

HUTTO RESIDENTIAL

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

**Exhibit B
Development Plan**

February 27, 2026

Applicant: Spades Hutto, LLC
c/o Navid Karedia
1814 Rustic Hills Ct.
Sugar Land, TX 77479

Prepared by: Chris Nichols, Partner
Brady & Hamilton, LLP
1602 13th St.
Lubbock, Texas 79401

Jason Rodgers, P.E.
Bleyl Engineering
7701 San Felipe Blvd., Suite 200
Austin, TX 78729

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2.1 Permitted Uses in the PUD.....	
2.2 Use Descriptions and Standards.....	

3. DEVELOPMENT STANDARDS

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4. Exhibits

1. GENERAL PROVISIONS

1.1 Title

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

1.2 Purpose and Intent

The purpose of this Plan is to establish a Planned Unit Development (PUD) to allow the construction of a 4-story hotel and associated improvements on the approximately 2-acre property located at 328 Ed Schmidt Boulevard, Hutto, Texas. The PUD seeks to address the growing demand for lodging accommodations in response to the City’s residential and commercial growth. This PUD is consistent with the Hutto Comprehensive Plan and Future Land Use Map, which designates the property as Corridor Commercial, and is designed to:

- Promote compact development and flexibility in design.
- Provide adequate parking, reduce the building footprint, and protect adjacent land uses.
- Ensure compatibility with surrounding commercial and residential uses.

1.3 Applicability of City Ordinances

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

1.4 Severability

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

1.5 Amendments to Ordinance

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

Modifications to the PUD shall be administered as follows:

To the extent applicable, modifications of the Concept Plan pertaining (a) roadways and trail alignments; (b) changes in the density of specific sections or phases shown on the Concept Plan that do not increase the overall density of development on the Land; changes of less than ten percent (10%) in 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 related to roadway and trail alignments, if necessary, due to topography, terrain, floodplains and floodways, alignment with connections to adjoining portions of roadways, trails and utilities on adjacent properties, and similar situations, all of which shall be considered Minor Modifications over which the City’s Development Service Director has final review and decision making authority.

All other changes to the Plan that are not Minor Modifications shall be considered “Major Modifications”. Major Modifications to the 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 Plan shall be recorded by the City at the property owner’s expense in the Official Records of Williamson County, and thereafter, all references herein to the Plan shall mean and refer to the then most current approved and recorded Plan.

Minor Modifications to this Plan allowed by this PUD Ordinance shall not be deemed to be changes to the Project under Chapter 245 of the Texas Local Government Code. All Major Modifications to the 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 Plan does not constitute plat or site plan approval, and all development related approvals required by the UDC are still required. The request for an amendment to the PUD Ordinance shall not subject the entire application to public hearing, but only that portion necessary to rule on the specific issue requiring the relief.

1.6 Definitions

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

2. Development Plan and Land Uses

2.1 Permitted Uses in the PUD

The Hutto Residential PUD shall allow the following uses:

1. Hotel (4-story Residence Inn)
2. Associated amenities and accessory uses, limited to:

- Meeting rooms
- Conference/banquet facilities
- Restaurant and bar areas
- Parking areas (surface or structured)

2.2 Development Standards

The following modifications to the existing B-2 (General Commercial) zoning district are adopted as part of this PUD:

1. Increase in allowable building height from 45 feet to 55 feet.
 - This adjustment enables the construction of a 4-story hotel, allowing a compact design that reduces the building footprint.
2. Parking standards for the hotel shall require a minimum of 0.9 parking spaces per guest room, deviating from the City's current minimum requirement of 1.2 spaces per guest room.¹
 - Rationale for Reduction:
 - a. Supporting studies, such as the *Victoria Transport Policy Institute's Parking Management Guide (2025)*, indicate that reducing parking minimums fosters efficient land use, sustainability, and cost savings for developers and future hotel patrons while supporting the transition toward rideshare and multimodal transport reliance.
 - b. A detailed parking analysis conducted by DeShazo Group for a 145-room hotel in Southlake, Texas, revealed significant reductions in parking demand due to the integration of rideshare services and shuttle systems (*DeShazo Group, 2020*). The study applied a parking rate of 0.71 spaces per guest room on Saturdays – a 20% reduction compared to traditional standards – attributed to observed high rideshare utilization among – hotel patrons. Similarly, synergy reductions for shared-use meeting spaces and restaurants were applied to due to multipurpose trips. The analysis further demonstrated that by implementing remote employee parking and leveraging rideshare trends, peak parking demand was significantly alleviated. These findings highlight the efficacy of adopting progressive parking strategies that align with evolving consumer transportation preferences and justify the proposed reduction in parking requirements for the proposed hotel.

¹ See City of Hutto UDC, Section 9.02.030. Off-Street Parking Requirements.

- c. A study by Walker Consultants' *Ride-Hailing Impacts on Parking (2019)*, concluded that Transportation Network Companies (TNCs), more commonly referred to as rideshares services such as Uber and Lyft, are significantly reducing the need for traditional parking spaces, particularly in hotels. Studies show that 59% of travelers utilize rideshare services instead of rental cars or taxis for business purposes, decreasing hotel parking demand (*See Walker Consultants, pg. 3*).
- d. An example from the City of Alexandria, Virginia's zoning code (Sec. 8-200(A(5))) which establishes a reduced parking ratio of 0.2-0.25 spaces per guest room for hotels located within transit-accessible zones, demonstrating an acknowledgment of reduced demand in comparable urbanized areas.
- e. To the extent there remains concern over the developer's request to deviate from the standard parking requirements, the developer would like the opportunity to explore a shared parking agreement with neighboring business for overflow parking during peak or overnight hours.

All studies referenced above are available for the City's review.

- 3. Prohibition of guest room windows facing the north lot line within 120 feet of the lot line.
 - o This restriction ensures privacy and minimizes impacts on adjacent properties to the north.

2.3 Development Goals

The PUD achieves the following objectives:

- Maximizes land efficiency by encouraging vertical development (4 stories).
- Supports the goals of the Hutto Comprehensive Plan by attracting visitors and enhancing the current General Commercial (B-2) District which is designated as Corridor Commercial according to the City's Future Land Use Map.
- Protects adjacent properties by prohibiting guest windows from overlooking nearby lots.

3. Development Standards

3.1 Lot Standards

- Minimum Lot Area: 2 acres
- Maximum Building Height: 55 feet (4 stories)
- Minimum Setbacks:

- Front Yard: 15 feet
- Side Yard: 10 feet
- Rear Yard: 10 feet

3.2 Architectural Design

- Design elements must ensure compatibility with adjacent commercial and residential developments.
- The hotel shall feature materials and finishes that are consistent with the architectural character of the surrounding area.
 - Primary Materials (50%):
 - *The proposed masonry products to be used – stone, brick, decorative CMU or other similar materials – are provided in Exhibit D.*
 - Secondary Materials (50%):
 - *The proposed secondary materials to be used – fiber cement, siding, textured concrete EIFS – are provided in Exhibit D.*
 - Color Palette: *The specific color scheme (low reflecting, muted, neutral tones) are provided in Exhibit D.*

3.3 Landscaping and Open Space

- A minimum 10-foot landscape buffer shall be provided along the north property line.
- Landscaped areas surrounding the hotel shall utilize native canopy and ornamental trees, shrubs and grasses for aesthetic enhancement, which are detailed in the Landscape Plan attached as Exhibit C.

3.4 Parking Design

- Parking areas shall be designed to minimize visual impact from public streets and adjacent properties.
- A landscape island of at least 180 square feet shall be placed at both ends of parking rows. Parking rows shall not extend greater than 10 spaces without a landscape island of at least 180 square feet.

3.5 Screening and Lighting

- A solid masonry wall shall be constructed along the north property line as a buffer for adjacent uses.

- All outdoor lighting shall comply with Section 10.307.25.3 of the Unified Development Code.

3.6 Utilities and Infrastructure

- The development shall be served by adequate water, sewer, and stormwater infrastructure, as confirmed by the approved Service Extension Request

4. Exhibits

The following exhibits are incorporated into this Development Plan:

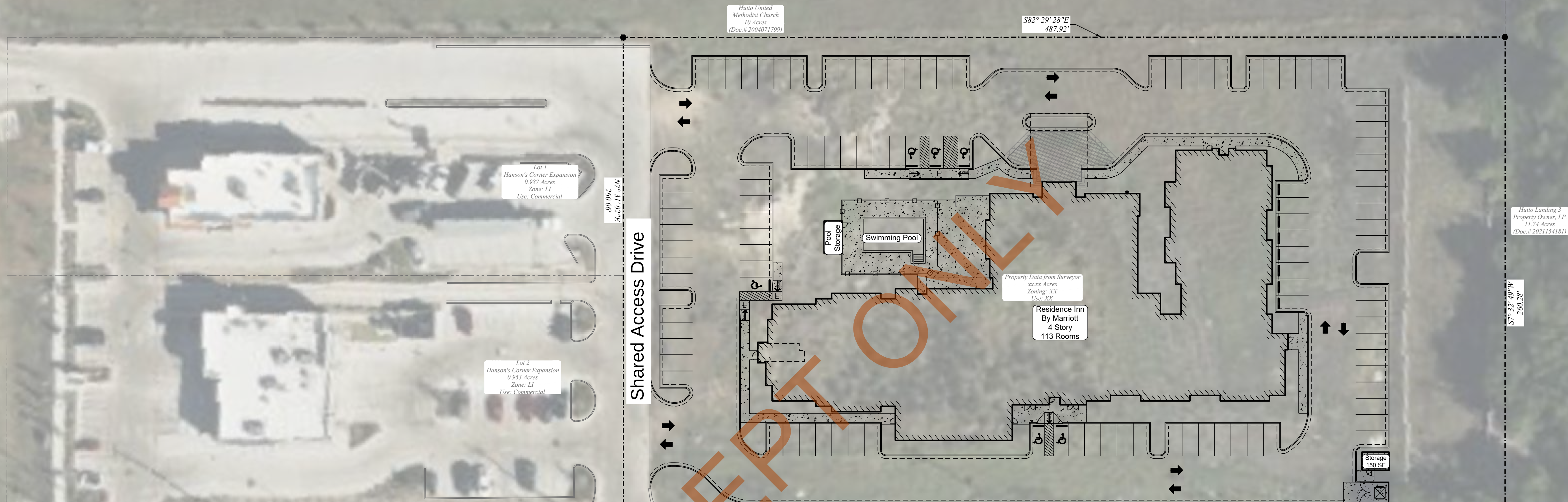
- **Exhibit A:** Legal Description of the Property
- **Exhibit B:** Site Plan and Development Layout
- **Exhibit C:** Landscape Plan
- **Exhibit D:** Building Elevations and Architectural Standards

**DEVELOPMENT PLAN
EXHIBIT B**

Site Plan and Development Layout

9/16/2025 H:\Utilities\KRD (Navid Kasebi)\KRD 70480 (Residence Inn - Hutto)\04 CAD\Exhibits\Site Plan Exhibit.dwg

Ed Schmidt Boulevard



Shared Access Drive

Home Depot

Residence Inn
Concept Site Plan

0 30' 60'
Scale 1" = 30'



BLEYL ENGINEERING

PLANNING • DESIGN • MANAGEMENT
12007 Technology Blvd, Ste 150, Austin TX 78727
Texas Firm Registration No. F-678
Tel. 512-454-2400
www.bleylengineering.com

AUSTIN BRYAN CONROE HOUSTON

THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.



CAUTION!!! - GAS LINE CROSSINGS
CONTRACTOR TO COORDINATE WITH
ENTERPRISE PRODUCTS DURING
INSTALLATION OF UTILITIES WITHIN
EXISTING EASEMENT. CONTRACTOR
SHALL FOLLOW ENTERPRISE
PRODUCTS ENCROACHMENT
GUIDELINES. A REPRESENTATIVE
OF ENTERPRISE PRODUCTS MUST
BE PRESENT DURING INSTALLATION.

14

Additional projects are needed in order to facilitate service for this project and are indicated below. All of the projects and the responsibility are shown below in Table 3.

Table 3

Project Description	Design and Construction Responsibility	Funding Responsibility	Estimated Completion
Secure additional short-term water supply	City	City	Fall 2025
Frame Switch Pump Station Expansion	City	City	Spring 2025
Construct 8" water main(s)	Developer	Developer	TBD by developer
Construct 8" wastewater main(s)	Developer	Developer	TBD by developer
Construct Brushy Creek Interceptor Ph III & Ph IV. Decommission Enclave LS	City	City	Fall 2026
Expansion of South WWTP	City	City	Summer 2026

Any cost sharing or reimbursements requested of the city must be approved in writing by Hutto City Council.

**DEVELOPMENT PLAN
EXHIBIT C**

Landscape Plan

CONCEPT ONLY

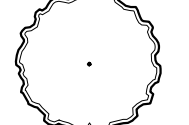
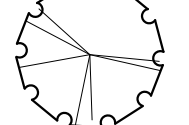
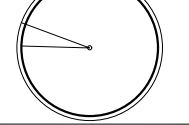
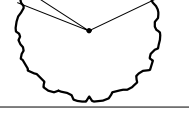
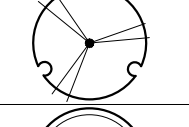
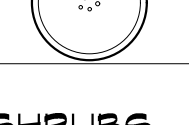
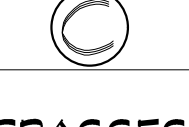
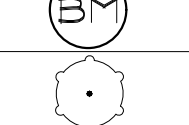


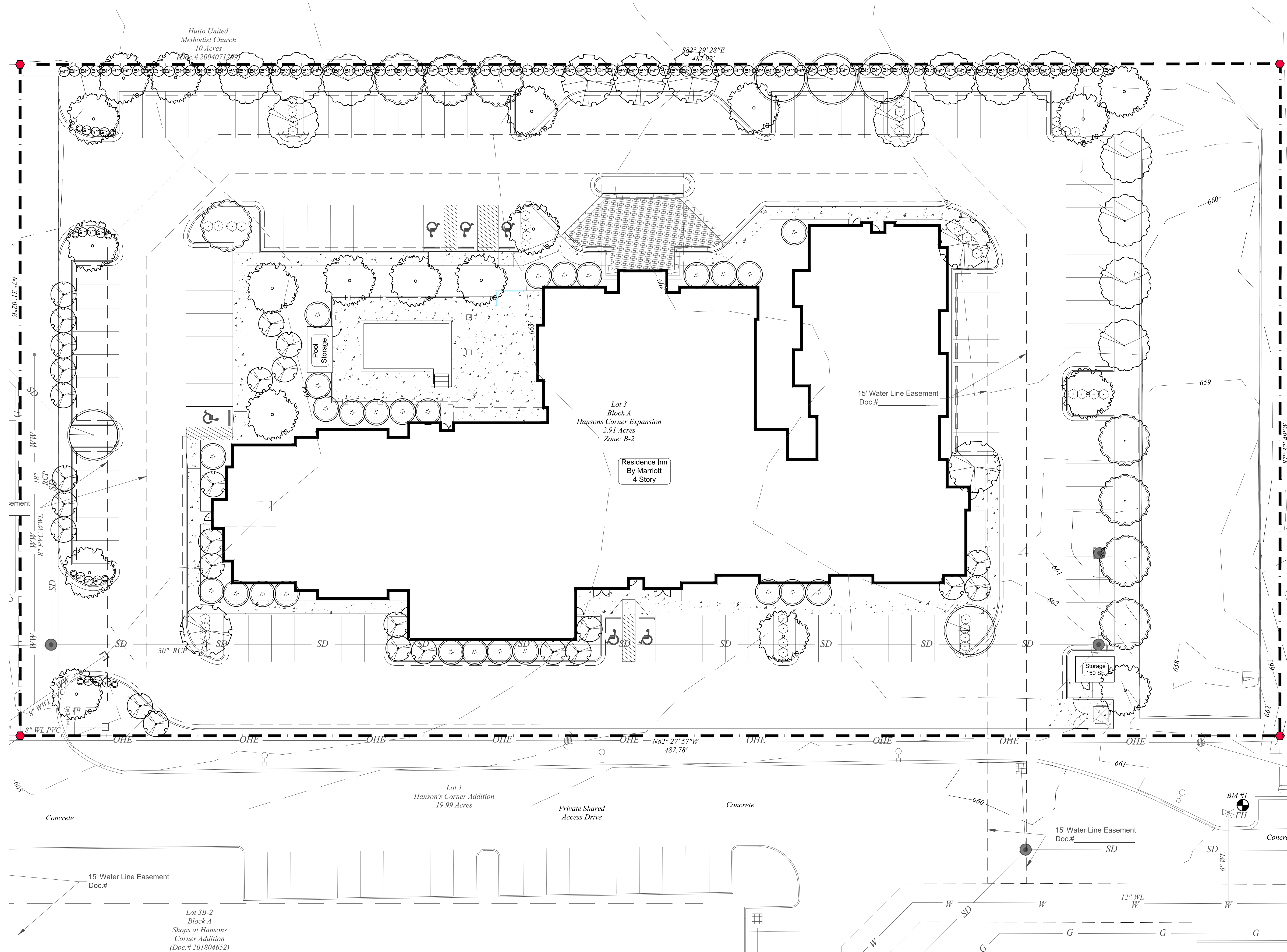
RESIDENCE INN- PUD CONCEPT PLAN



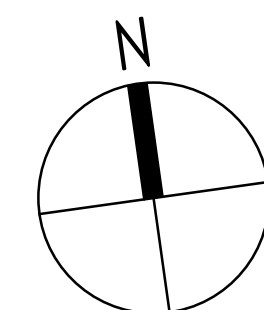
©2025 EndVision Design, Inc

This is an artist's concept of "RESIDENCE INN-PUD CONPET PLAN" only. The actual layout/design may not appear as drawn and may change without notice.

PLANT SCHEDULE			
SYMBOL	CODE	QTY	COMMON / BOTANICAL NAME
CANOPY TREES			
	BO	8	BURR OAK / <i>Quercus macrocarpa</i>
	CE	6	CEDAR ELM / <i>Ulmus crassifolia</i>
	CO	5	CHINQUAPIN OAK / <i>Quercus muhlenbergii</i>
	LO	10	LIVE OAK / <i>Quercus virginiana</i>
	PO	12	MONTEREY OAK / <i>Quercus polymorpha</i>
ORNAMENTAL TREES			
	RB	26	TEXAS REDBUD / <i>Cercis canadensis</i> var. <i>texensis</i>
	YP	26	YAUPON HOLLY / <i>Ilex vomitoria</i>
SHRUBS			
	SG	8	RED AUTUMN SAGE / <i>Salvia greggii</i> 'red'
GRASSES			
	BM	100	BIG MUHLY / <i>Muhlenbergia lindheimeri</i>
	DM	40	DEER MUHLY / <i>Muhlenbergia rigens</i>
	GM	12	GULF MUHLY / <i>Muhlenbergia capillaris</i>



A PUD CONCEPT LANDSCAPE PLAN



PUD LANDSCAPE CONCEPT PLAN
NOT FOR CONSTRUCTION

REVISIONS:		NO.	DATE	BY	DESCRIPTION

PUD CONCEPT LANDSCAPE PLAN

RESIDENCE INN

328 ED SCHMIDT BOULEVARD - HUTTO, TEXAS 78634

11/22/25

EndVision Design, Inc.

land planning • design development • landscape architecture
P.O. BOX 341316, Austin, Texas 78734
Off: 512.670.1219 E-fax: 512.852.4704



1

OF

1

**DEVELOPMENT PLAN
EXHIBIT D**

*Building Elevations and Architectural
Standards*



FRONT ELEVATION
WITH POOL ENCLOSURE



FRONT ELEVATION
W/O POOL ENCLOSURE

EXTERIOR FINISH LEGEND



SHERWIN WILLIAMS
NATURAL CHOICE
SW 7011

1



SHERWIN WILLIAMS
FAWN BRINDLE
SW 7640

2



DALTILE
DIGNITARY
SUPERIOR TAUPE
LIGHT POLISHED
24"x48"

3



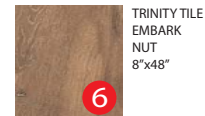
CROSSVILLE TILE
NOTORIOUS
FILM NOIR
HON
12"x24"

4



CROSSVILLE TILE
SHADES 2.0
CLAY CROSS SHEEN
HON
6"x24"

5



TRINITY TILE
EMBARK
NUT
8"x48"

6

*Mockup required to be submitted to owner and architect for approval.

RESIDENCE INN by MARRIOTT

Hutto, Texas

ARCHITECTURE PLANNING INTERIORS
3221A WEST ALABAMA HOUSTON, TEXAS 77098
Office 713-522-1054 Fax 713-522-4496 info@mcs-houston.com

MCS
ARCHITECTS LLC



SIDE ELEVATION
WITH POOL ENCLOSURE



SIDE ELEVATION
W/O POOL ENCLOSURE

RESIDENCE INN by MARRIOTT
Hutto, Texas

ARCHITECTURE PLANNING INTERIORS
3221A WEST ALABAMA HOUSTON, TEXAS 77098
Office 713-522-1054 Fax 713-522-4496 info@mcshouston.com
MCS ARCHITECTS LLC

06/20/2023

AGENDA ITEM REPORT

10.1.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2026-126 awarding pavement milling and hauling project located on Brooklands Blvd entrance in the amount of \$69,572.38, funded by the street maintenance and repair fund, to Bennett Paving, Inc. (Rick Coronado)
Meeting: Thursday, June 4, 2026
Department: Public Works /
Staff Contact: Rick Coronado

ITEM SUMMARY:

The City of Hutto received a pavement condition evaluation update in May 2023 with a recommended street maintenance five-year plan. Included in the attached map provides the location and proposed treatment techniques for road areas that are very poor, serious or failed and require more active repairs, such as removing failed base, asphalt material and placing new asphalt. A map is included to reference the work to be done for FY 2025-26 and the area designated for reconstruction is about 750 ft from the entrance to Brooklands Subdivision near County Road 137.

Work to be performed by City staff includes traffic control, coordination of notification to residents, coordination with contractor Bennett Paving, Inc. to mill, remove, and haul asphalt and base. Work to be performed by a contractor is expected to be completed with 45 days of notice to proceed (NTP). The NTP will be identified within two-weeks of council approval to ensure the proper communication, scheduling, concurrent projects/events, and weather conditions are taken into consideration to complete the contracted work by August 2026. Once the contracted work is complete, the city staff will prepare the road base, install asphalt, and restore the road back to service.

This year's target for FY 2026 includes the failed section of Brooklands Blvd entrance. The estimated budget cost for this work is about \$250K and will be performed by Bennett Paving, Inc (\$69,572.38) and City staff.

The invitation for bid (IFB) Solicitation Response #2026-040-RC-04 was opened on 5/13/2026 with two responsive bidders, including the lowest bid from Bennett Paving, Inc. Reference checks were successfully performed and are acceptable to recommend the lowest bidder. A general service agreement attached includes the scope of work, cost, term, and contractor insurance and bonding requirements.

Future work in the Brooklands subdivision will be phased over multiple years and in alignment with the approved annual street maintenance fund. Potential street work for the area includes over 10,000 linear feet of residential roads or just over 2 miles to undergo full depth

AGENDA ITEM REPORT

10.1.



reconstruction. Contracting full depth reconstruction for about 2 miles of road is estimated to cost about \$2.5 Million or about \$500K per year for five years. By using a combination of contracted services and city staff, the goal is to reduce the cost by 50% or \$1.25 million with an annual fund of \$250K to perform about 1/2 mile of work each year. Additional street work will be prioritized by severity by updating the condition records for streets and alleys on or near Timber Brook Dr., Eagle Lake Dr., Clearlake Dr., Wind Elm Dr., Bent Creek Dr., Charter Oak Dr., and Combe Dr. that were not included during the 2022 Pavement Condition Study. Public works is currently performing a pavement condition study update by driving the City streets with Artificial Intelligence (AI) tools to prioritize streets for future annual plans. To date, 170 center line miles have been mapped since February 2026 and will be incorporated into the next FY 2027 budget plan.

FISCAL NOTES:

Funding for this repair and maintenance expense is included in the FY 2025-26 Budget as follows:

General Fund (10)

Account Number: 10-040-060-6321

Account Name: Street Repair & Maintenance

Budgeted Amount: \$2,100,000

Amount Available: \$1,678,679

Amount Requested: \$69,572

Amount Remaining: \$1,609,107

ATTACHMENTS:

1. Brooklands Milling Map
2. Hutto RES Brooklands Blvd_6_4_2026
3. Brooklands Mill & Haul GSA_ExhibitA_final
4. Brooklands Bid Summary 5_13_26
5. Bennett Bid and 1295 form_Brooklands_Redacted

Brooklands Boulevard Milling



CR-137

WHITEROCK
CREEK DR

PINKERTON
DR

BROOKLANDS BLVD

Brooklands
Boulevard Median
(Not Part of the Bid)

Roadway

Brooklands
Boulevard Milling

Phase

Phase 1

Phase 2

0 150 300 450 600

Feet

RESOLUTION NO. R-2026-XXX

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING GENERAL SERVICE AGREEMENT BETWEEN BENNETT PAVING, INC AND THE CITY OF HUTTO IN THE AMOUNT OF \$69,572.38 FOR THE ASPHALT MILLING AND HAULING PROJECT FOR DESIGNATED BROOKLAND BLVD ENTRANCE; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto ("City") desires to expand the pavement management program to help improve the life cycle cost of maintaining the City's streets; and

WHEREAS, the City desires to approve the general services agreement between Bennett Paving, Inc. and the City for the asphalt milling removal and hauling disposal of Brookland Blvd entrance project; and

WHEREAS, the City Council desires to authorize the City Manager to execute the General Services Agreement ("Agreement") in an amount not to exceed \$69,572.38, 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 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 4th day of June 2026 on vote of __AYES; __NAYS; __ABSTENTIONS

(Remainder of page intentionally left blank.)

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Laura Hallmark, City Secretary

Acceptance (**Exhibit A**); the Definitions and Standard Purchasing Terms and Conditions (**Exhibit B**); and the Project Map (**Exhibit C**); and the Brooklands Bid Sheet included in the bid package for these Services and attached hereto and incorporated herein for all purposes.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

3. SERVICES PROVIDED/SCOPE OF SERVICES:

- A.** The Contractor shall carry out in a professional and prudent manner all of the Services required by the Agreement. These Services include all of the services described in this Agreement. Contractor will diligently proceed with the Scope of Services and will provide such Services in a timely manner.
- B.** The Client hereby agrees to engage the Contractor to provide the Client with the following services (the “Services”):
 - Removal of milling and hauling off of 10” of asphalt, base, and subgrade. Length of the area 750 LF by approximately 40 LF wide.
 - Clean up and compliance of City specifications
- C.** The Services will also include any other tasks which the Parties may agree upon in writing. The Contractor hereby agrees to provide such Services to the Client.
- D.** The Client and Contractor agree that the following will be excluded from the Services described, unless, at the option of the Client and agreed to in writing by the Parties, that it should be included in the Services of this Agreement. Exclusions to Services include:

Traffic Control - Traffic control or traffic control devices, including barriers, will be provided by the City, before, during and after the project is being complete.
- E.** The Contractor shall complete services with 45 days of notice to proceed.

4. PERSONNEL, EQUIPMENT, SUPPLIES, AND LICENSES:

- A.** The Contractor represents that it has or will secure at its own expense all personnel, equipment, tools, and supplies required in performing the Services under this Agreement. Any reimbursement for qualifying expenses under this Agreement is governed by Section 18 of this Agreement titled “Reimbursement of Expenses” and **Exhibit B**.
- B.** The Contractor is responsible for providing any and all labor needed to fulfill the Services in this Agreement, including hiring any assistants. Any hired assistants or subcontractors will be the sole employees or agents of the Contractor and are not employees or agents of the Client.
- C.** All of the Services required hereunder will be performed by the Contractor or under its supervision.
- D.** Services covered by this Agreement shall be subcontracted only to the persons or entities, who Contractor represents are qualified, experienced, and licensed to provide such Services.
- E.** Contractor warrants that it is fully licensed under all applicable local, state, and federal laws to perform the Services to be provided hereunder, and that solely the Contractor is responsible for

any fees or costs associated with obtaining or maintaining those licenses to perform the Services under this Agreement.

5. CONTROL:

- A. It is agreed by the Parties that the Client has no right of control or direction over the manner, means, and methods that the Contractor will use in completing the Services of this Agreement. The Contractor is free to set its own hours including:
- i. Working Schedules;
 - ii. Vacation Times;
 - iii. Meetings with employers or employees and subcontractors; and
 - iv. Submissions of reports of any kind to employers and subcontractors.

6. VACATIONS AND TRANSPORTATION:

- A. The Contractor must provide its own transportation for itself and its employees and subcontractors. The Client will not provide reimbursement for travel and transportation expenses.
- B. Any vacation time, holidays, sick leave, or training is the sole expense of the Contractor and will not be paid by the Client.

7. NO TRAINING PROVIDED:

- A. The Client will not provide any training for either the Contractor, its employees or assistants, or subcontractors.

8. TIME OF PERFORMANCE:

- A. The Services of the Contractor are to commence as soon as practicable after the execution of this Agreement and upon the proper approval and documents issued by the Client, including the issuance of a Notice to Proceed, and shall be completed no later than the time specified in **Exhibit B**.

9. TERM OF AGREEMENT:

- A. The term of this Agreement (the “Term”) will begin on the date this Agreement is fully executed and shall continue until and shall continue until Forty-five (45) days after issuance of a Notice to Proceed, unless earlier terminated in accordance with this Agreement. The Term may be extended only by written agreement of the Parties.

10. REPORTING:

- A. The Client’s primary representative for this Agreement shall be Richard Rodriguez. The City Manager shall be an alternate representative. The City shall not be liable for Contractor’s expenses incurred in reliance on directions received from any other municipal officer or employee. The Contractor’s representative shall be Bryan Bennett. Reliance by the Client on representations by any other person shall be at the Client’s own risk.

11. RECORDS:

- A. During performance and after termination of this Agreement, each Party shall make available to the other Party for inspection and copying, all records, whether external or internal, having any relevance to this Agreement.

12. PERFORMANCE/ETHICS:

- A. The Parties agree to do everything necessary, and within reason, to ensure that the terms of this Agreement take effect.
- B. Contractor shall discharge its duties fairly, impartially, and maintain a standard of conduct that competently serves the Client and the interests of the Client. Contractor shall at all times exercise unbiased judgment when performing its duties under this Agreement.

13. CURRENCY:

- A. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

14. COMPENSATION:

- A. The Contractor will charge the Client a total amount not to exceed **\$69,572.38** for the scope of services, subject to City Council approval (the “Compensation”).
- B. The Client will be invoiced monthly for Services completed.
- C. Invoices submitted by the Contractor are due within thirty (30) days of receipt.
- D. In the event that this Agreement is terminated by the Client prior to completion of the Services, but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Contractor.
- E. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Client is exempt from sales tax and will not be charged for any sales tax.
- F. All other compensation guidelines, stipulations, and fee schedules are further outlined in **Exhibit B**.

15. TERMINATION OF AGREEMENT FOR CAUSE:

- A. If, through any cause, except causes beyond the control of the Contractor, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement; or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In that event, all finished or unfinished documents, or other data, in whatever form, prepared by the Contractor under this Agreement shall, at the option of the Client, become its property, and the Contractor shall be entitled to receive, at the option of the Client, just and equitable compensation for any satisfactory work completed on such documents and materials or only such compensation allowed under Section 14 titled “Compensation,” either of which shall not exceed the Agreement amount.

16. TERMINATION FOR CONVENIENCE OF CLIENT:

- A. The Client may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Section 15 above titled “Termination of Agreement for Cause” shall, at the option of the Client, become its property, and the Contractor will be paid an amount not to exceed the sum of work satisfactorily completed on or before the date of termination, less payments of compensation previously made.

17. NO RIGHT TO DISMISS:

- A. The Contractor cannot be dismissed or terminated unless there is a breach of this Agreement, or as stipulated in Sections 15 and 16 of this Agreement.

18. REIMBURSEMENT OF EXPENSES:

- A. The Contractor will be reimbursed for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services, as deemed appropriate by the Client, and pursuant to **Exhibit B** of this Agreement.
- B. All expenses must be pre-approved by the Client.

19. RETURN OF PROPERTY:

- A. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or confidential information which is the property of the Client.

20. CAPACITY/INDEPENDENT CONTRACTOR:

- A. In providing the Services under this Agreement, it is expressly agreed that the Contractor and any of its subcontractors are acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively an Agreement for Services.
- B. The Client is not required to pay, or make any contributions to, any social security, local, state, or federal tax, unemployment compensation, workers’ compensation, insurance premium, profit-sharing, pension, or any other employee benefit for the Contractor and any of its subcontractors are during the Term. The Contractor is responsible for paying and complying with reporting requirements for all local, state, and federal taxes related to payments made to the Contractor under this Agreement and those of the Contractor’s employees and assistants.
- C. The Parties intend that an independent Contractor/Client relationship be created by this Agreement. Client is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Contractor. Contractor and any of its subcontractors are not considered to be an agent or employee of the Client for any purpose, and the employees and assistants of the Contractor are not entitled to any benefits that the Client provides for its employees.

- D. It is understood that the Client does not agree to use the Contractor exclusively. It is further understood that the Contractor is free to contract for similar services to be performed for others while it is under contract with the Client.

21. EQUAL EMPLOYMENT:

- A. The Contractor will not discriminate against any employee or applicant, or subcontractor for employment because of race, color, religion, sex, or national origin.

22. CONFLICTS OF INTEREST:

- A. Contractor agrees that no employee of the Client who has exercised or will exercise any authority over the specifications, procurement, supervision, or payment for this Agreement, and no member of the employee's immediate family, has had or will have any direct or indirect financial interest in this Agreement. If the Contractor learns of any such interest, the Contractor shall, without delay, inform the City Attorney or one of the officers specified in Section 10 of this Agreement titled "Reporting."

23. NOTICE:

- A. All notices, requests, demands, or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- i. City of Hutto
ATTN: City Manager
500 West Live Oak Street
Hutto, TX 78634

- ii. Bennett Paving, Inc.
ATTN: Bryan Bennett
PO Box 2309
Leander, TX 78646

or to such other address as either Party may notify the other in writing and will be deemed properly delivered (a) immediately upon being served personally; (b) three (3) days after being deposited with the postal service if served by registered mail; or (c) the following day after being deposited with an overnight courier.

24. INDEMNIFICATION:

THE CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS UNDER

THIS AGREEMENT. SUCH INDEMNITY SHALL APPLY TO THE EXTENT THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE FROM THE NEGLIGENCE OR FAULT OF THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS. THIS INDEMNITY SHALL NOT APPLY TO LIABILITY ARISING FROM THE SOLE OR CONCURRENT NEGLIGENCE OF THE CITY.

25. RISK:

- A. The Contractor shall perform the work under this Agreement at its own risk. The Contractor assumes all responsibility for its subcontractors, as well as the condition of tools, equipment, materials, and job site.

26. INSURANCE AND BOND REQUIREMENTS:

- A. The Contractor has secured and shall maintain insurance for the risks and in the amounts specified in **Exhibit B**. The Contractor and its insurance carrier waive subrogation against the Client.
- B. The Contractor has or will secure a Performance Bond and a Payment Bond for 100% of the contract price.

27. MODIFICATION OF AGREEMENT:

- A. Any amendment or modification of this Agreement, including any increase or decrease in the amount of Contractor's compensation, or additional obligation(s) assumed by either Party in connection with this Agreement will only be binding if evidenced in writing and agreed to and signed by each Party or an authorized representative of each Party.

28. ASSIGNMENT:

- A. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

29. ENTIRE AGREEMENT:

- A. All Parties mutually agreed to the terms of this Agreement, including provisions contained in the General Affirmations and Solicitation Acceptance (**Exhibit A**); the Definitions and Standard Purchasing Terms and Conditions (**Exhibit B**); the Project Map (**Exhibit C**); and the Brooklands Bid Sheet attached hereto. The Agreement should not be construed in favor of or against one Party. It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement. This Agreement contains the entire agreement between the Parties; there are no other terms, promises, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties.

30. ENUREMENT:

- A. This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, and permitted successors and assigns.

31. TITLES/HEADINGS:

- A. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

32. CHOICE OF LAW/JURISDICTION:

- A. This Agreement will be governed by and construed in accordance with the laws of the State of Texas. For any claims or disputes regarding this Agreement, venue is proper in Williamson County, Texas.

33. SEVERABILITY:

- A. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

34. WAIVER:

- A. The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, 2026.

CITY OF HUTTO, TEXAS

By: _____
James Earp, City Manager

Date: _____

ATTEST

By: _____
Laura Hallmark, City Secretary

Date: _____

Bennett Paving, Inc.

By: _____
(name) (title)

Date: _____

STATE OF TEXAS

§
§
§

COUNTY OF

This instrument was acknowledged before me, the undersigned authority, this _____ day of _____, 2026, by _____, as _____ on behalf of Bennett Paving Inc.
(name) (title)

(SEAL)

Notary Public, State of Texas

END OF DOCUMENT



Exhibit D - Brooklands Bid Summary

Bidder	Total	
	\$	
Bennett Paving, Inc	\$	\$69,572.38
Lone Star Bandig	\$	\$72,010.57
Bidding Average		\$70,791.48



Invitation to Bid

Solicitation Response IFB# 2026-040-RC-04

Subject: Brooklands Milling & Hauling

Issue Date: 4/13/2026

Due date: 5/13/2026 at 10:00 AM CST



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[This document includes hyperlinks \(in blue\) for reference](#)



Article I. Executive Summary and Exhibits

I.1 Executive Summary & Scope of Work

The City of Hutto, a home rule municipality, is soliciting sealed bids from qualified contractors for furnishing all labor, materials, and equipment for the milling of Brookland Blvd, located in Hutto, TX. The contractor will bid on milling 10" of asphalt, base, and subgrade. Length of the area 750 LF by approximately 40 LF wide; specific quantities found in bid sheet. The center median identified in the map is not part of the bid and shall be maintained during construction. There will be a need for two mobilizations, as this project will be done in two phases. Phase one will consist of the north side of the road. Phase two will consist of the south side of the road. As outlined on the map. This bid would include use of equipment, trucks, associated dumping fees, cleanup, and compliance with city specifications and/or requirements. Traffic control or traffic control devices, including barriers, will not be part of the contractor bid. The contractor is required to make a field visit prior to submitting bids. Contractor Quantities must be filled out in order to be considered a valid bid

Construction is expected to be completed within 45 days of Notice to Proceed

Each BID must be accompanied by Bid Security made payable to the City of Hutto in an amount of five percent (5%) of BIDDER's total Bid amount in the form of a certified or cashier's check on a state or national bank or an acceptable Bid Bond issued by a reliable surety company as a guarantee that the Bidder, if selected, will enter into a contract and execute the required Performance and Payment Bonds within ten (10) days after notice of award.

The City of Hutto will consider bids from business entities that demonstrate the ability to complete the Project within the guidelines of this solicitation, following all applicable federal, state, and local rules, laws, and regulations and the terms and conditions contained in **Exhibit B**. Respondent must execute **Exhibit A** and complete other items listed on the Submission Checklist to be considered for award.

I.2 Exhibits

Exhibit A – General Affirmations and Solicitation Acceptance

Exhibit B – Standard Purchasing Terms and Conditions

Exhibit C – Project Map



Article II. Administrative Information

2.1 Schedule of Events

The dates provided represent a tentative schedule of events related to this solicitation. The City of Hutto reserves the right to modify these dates before the deadline for submission of Solicitation Responses upon notice being posted on the City website and its Vendor Connection website, [Bonfire](#).

Schedule of Events

Event	Deadline	
Solicitation Issuance	4/13/2026	
Pre-Bid Conference (optional)	10:00 am	4/22/2026
Deadline for Question Submittal	5:00 pm	5/6/2026
Final Addenda Release, if applicable.	5/8/2026	
Deadline for Bid Submission	10:00 am	5/13/2026
Notice of Intent to Award	5/15/2026	
Tentative Award Date	6/4/2026	

2.2 Inquiries:

2.2.1 Important Notes & Contact

Question deadline is 5/6/2026 at 5:00 PM CST. Any question submitted after this time will not be answered.

Any questions, clarifications, concerns or requests for general information should be submitted in writing via [Bonfire](#)

Solicitation documents may be examined or obtained electronically at the City's [Bid postings](#) website and its Vendor Connection website, [Bonfire](#). All addenda



will be posted on the City's [Bid postings](#) website and its Vendor Connection website. It is the sole responsibility of the Respondent to check for Addenda.

Respondents are expected to examine all documents that make up this solicitation. Respondents shall promptly notify the City of any omission, ambiguity, inconsistency, or error they may discover upon reviewing the solicitation. The City assumes no responsibility for errors or misrepresentation that result from the use of incomplete submissions.

READ THIS SOLICITATION FULLY AND CAREFULLY. RESPONSES MUST BE COMPLETE UPON SUBMISSION, INCLUDING ALL FORMS AND ATTACHMENTS REQUIRED HEREIN. FAILURE TO STRICTLY COMPLY WITH THESE STATED TERMS OF SUBMISSION MAY RESULT IN REJECTION OF THE SUBMISSION.

2.2.2 Prohibited Communications

Upon issuing this solicitation, except for written inquiries as outlined above, the City of Hutto, its representatives, or partners will not answer questions or otherwise discuss the content of this solicitation with any potential Respondent or their representative(s). Respondent agrees to rely solely on the written process outlined herein. Respondents who do not comply with the terms outlined in this section may be disqualified from this solicitation.

2.3 General Requirements for Solicitation Response

2.3.1 Solicitation Response Format and Deadlines

Respondents will need to create an account on [Bonfire](#) in order to be able to view and submit an electronic bid. All submissions must be completed before the provided "bid opening" date and time. Once the date and time has passed, the option to submit a bid will no longer be available.

**HARD COPY, FAXED, OR E-MAILED RESPONSES
AND/OR LATE SUBMISSIONS WILL NOT BE ACCEPTED.**

2.3.3 Alterations, Modifications, Withdrawals

Submissions may be modified, altered, or withdrawn from consideration by notifying the point of contact listed herein, provided such notice is received before the deadline. No submission may be withdrawn after the date and time of opening without approval of the Purchasing Supervisor.



Article III. Evaluation and Award

3.1 Selection Criteria

Solicitation Responses shall be consistently evaluated and scored by the following criteria:

- (a) Responsiveness (pass/fail)
 - All requested documentation
 - Licensing, bonding and insurance
- (b) Responsibility (pass/fail)
 - Valid license for work
 - Demonstration of experience
 - References
 - Adequate staffing & equipment
- (c) Price (100%)
 - Lowest Total Bid

3.2 Scoring Methodology

The City of Hutto assembles an evaluation committee to evaluate each Solicitation Response. Each evaluator shall complete one Bid Form for each Solicitation Response and evaluate those responses against the requirements of this solicitation.

Bids shall be evaluated based on a reasonable assessment of the submitted price and consider such factors as the confirmation of experience and references.

Evaluators may seek the advice of legal counsel and/or subject matter experts if they need help understanding information in a Solicitation Response or require additional technical assistance.

3.3 Contract Award & Terms of Contract

1.

2.

3.

3.1.

3.2.

3.3.



3.3.1 Contract Award

The City of Hutto intends to award one contract under this solicitation. An award notice will be sent to the selected Respondent upon selection. Construction is expected to be completed **within 45 days** of Notice to Proceed.

3.3.2 Terms of Contract

The City of Hutto intends to award one (1) Contract for the products and services requested under this Solicitation. Any Contract resulting from this Solicitation shall be effective from the date of execution until September 30, 2026. The City of Hutto may, at its discretion and in compliance with applicable laws, extend the contract term upon mutually agreement of the parties

Note: Solicitation Responses are subject to the Texas Public Information Act.

3.4 New Vendor Packet

If selected for award, the vendor agrees to provide the City with a completed New Vendor Packet before the commencement of any performance required under an Agreement. Completed New Vendor Packets must be submitted to the Purchasing Supervisor via email at procurement@huttotx.gov.

3.5 Non-Appropriation

Respondent hereby acknowledges and agrees that any contract resulting from this solicitation reflects a commitment of the City's current revenues only and that the City shall have the right to terminate any Contract at the end of any City fiscal year if the City Council does not appropriate sufficient funds. The City may affect such termination by providing written notice at the end of its current fiscal year. Provide timely notice to maintain the City's ability to perfect termination.



Article IV. Required Respondent Information

4.1 Solicitation Response Form

By signing and submitting the solicitation response, Respondent acknowledges that they have inspected the specifications, are capable and willing to perform and/or provide the required services and/or products and shall complete this project within the amount of time and dollar amount specified. The undersigned certifies that the prices contained in this Bid have been carefully checked and submitted as correct and final. All unit prices include the cost of delivery. The undersigned is authorized to bind themselves or the entity they represent to a contract.

☐ An individual proprietorship

☐ A partnership

☒ A corporation chartered under the laws of the State of Texas, acting by its officers pursuant to its by-laws or a resolution of its Board of Directors.

Signature: 

Printed Name: Bryan Bennett

Title: President

Date: 5/13/2026

4.2 Respondent Information

4.2.1 Company Profile

Company Name: Bennett Paving, Inc.

and D/B/A: N/A

Phone: (512) 740-8603

Fax: (512) 355-4193

If there is no toll-free number, does the company accept collect calls? ☐ Yes ☐ No



Contacts:

Corporate Contact for this Bid:

Name: Bryan Bennett
Address: P.O. Box 2309
City, State, Zip: Leander, TX 78646
Phone: (512) 740-8603 Fax: (512) 355-4193
E-mail: adam@bennettpavingtx.com
Website: www.bennettpavingtx.com

If local contact is the same as corporate contact, check here ☒

Local Contact for this Bid:

Name:
Address:
City, State, Zip:
Phone: Fax:
E-mail:
Website:

Number of years the company has been in business under this name: 17

Other company names used with dates, from/to: N/A

4.2.2 Demonstration of Experience

Years in business under present business name:

Total years of experience in work of the type called for in this contract:

List in table below the contracts of similar scope and scale to the City's IFB has your organization completed (attach additional pages as necessary). List most recent FIRST:

Contract Amount	Type of Work	Completion Date	Owner's Name & Contact Info
	See attached		



List in the table (attach additional pages as necessary) below what contracts your organization currently has:

Contract Amount	Type of Work	Completion Date	Owner's Name & Contact Info
	See attached		

If you have any additional experience or work that you would like to submit, please provide separate additional documentation upon submittal.

Have you ever failed to complete any contract awarded to you?

☐ Yes ☒ No

If "Yes", state where and why.

Are you at present in any major litigation or lawsuits involving work of any type?

☐ Yes ☒ No

If "Yes", explain:

Explain in detail the manner in which you have inspected the work proposed in this contract:

4.3 List of Machinery and Equipment

If applicable- It is required that a Contractor be able to perform the Scope of Work of the solicitation. It is represented as part of this solicitation response that the below listed equipment is available for use on the work covered by the Scope of Work. (Attached additional pages as necessary.)

As a part of the solicitation response evaluation, a team from the Public Works Department may inspect the availability and capability of the equipment of the Contractor submitting the winning solicitation response.

Units	Types of Equipment
	See attached

4.4 Litigation History

At its discretion, the City of Hutto's Finance Department may review a Respondent's pending or history of litigation as part of the evaluation process. Any awaiting litigation or litigation history deemed, in the sole discretion of the City of Hutto, to demonstrate unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual obligations may be grounds for disqualification under this solicitation.

4.5 References

Respondent shall submit a list of at least three (3) references for which Respondent has provided like products or services. References will include contact name and phone number. Solicitation response submitted without three references may be disqualified from consideration. Central Texas area references are preferred.

Company: Texas Materials Group

Contact name: Georgian Kastner Phone number: (512) 861-7100

Email: georgian.kastner@texas.materials.com

Company: Ergon Asphalt & Emulsions

Contact name: Tommy Ford Phone number: (601) 933-3000

Email: tommy.ford@ergon.com

Company: Neyra Industries

Contact name: Brandon Perkins Phone number: (512) 410-9045

Email: bperkins@neyra.com

4.6 Deviation or Compliance

4.6.1 Deviation

In the event the undersigned Respondent intends to deviate from the general term, conditions, special conditions, or specification contrary to those listed in the "Terms and Conditions" and other information attached hereto, all such deviations must be LISTED IN THIS SECTION, with complete and detailed conditions and information also being attached (attach additional pages as necessary.)

4.6.2 No Deviations

In the absence of any deviation entry in this section, Respondent assures the City of Respondent's compliance with the Terms, Conditions, Specifications, and information contained in this solicitation.

Deviation #	Deviation Title	RFP Reference (related to the deviation)	Detailed Deviation Description
			N/A

4.7 Cooperative/ Interlocal Purchasing

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 79I Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 27I, Subchapter F, Section 27I.101 and Section 27I.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City of Hutto's IFB, with the consent and agreement of the successful Bidder and the City of Hutto. Such consent and agreement shall be conclusively inferred from the lack of exception to this clause in the Bidder's submission. However, all parties indicate their understanding, and all parties hereby expressly agree that the City of Hutto is not an agent of, partner to, or representative of those outside agencies or entities and that the City of Hutto is not obligated or liable



for any action or debts that may arise out of such independently-negotiated cooperative procurements.

Other governmental entities utilizing Interlocal agreements with the City of Hutto may desire but are not obligated, to purchase goods and services defined in this Bid from the successful Bidder. All purchases by governmental entities other than the City of Hutto will be billed directly to and paid by that governmental entity. The City of Hutto will not be responsible for the debts of other governmental entities. Each governmental entity will place its orders with the successful Proposer and be accountable for ensuring full compliance with the specifications.

The City of Hutto will notify the successful Bidder of its intent to award before other governmental entities may place orders.

Please indicate below if you permit other governmental entities to purchase from your agreement with the City of Hutto.

☐ Yes, others can purchase; ☒ No, only the City of Hutto can purchase.

Signature: 

Printed Name: Bryan Bennett

Title: President

Date: 5/13/2026

List in the table any affiliated Cooperatives your organization currently is a part of:

Cooperative Name	Contract Category	Contract #	Term
N/A			

4.8 Conflict of Interest Questionnaire

Under Chapter 176 of the Local Government Code, the Respondent must complete a Conflict-of-Interest Questionnaire at [Form CIQ \(Conflict of Interest Questionnaire\) \(state.tx.us\)](http://Form CIQ (Conflict of Interest Questionnaire) (state.tx.us)). Respondent shall answer each question in the attached Form CIQ in relation to the following individual and submit a completed form with its Solicitation Response.

Local Government Officer	Title	Local Government Officer	Title
Mike Snyder	Mayor	Kristin Phillips	Library Director
Charles Warner	Council Place 1	Jeff White	Director of Parks and Recreation
Dan Thornton	Mayor Pro Tem, Council Place 2	Cheney Gamboa	Economic Development Director
Jim Morris	Council Place 3	Patricia Davis	Interim Engineering Director
Peter Gordon	Council Place 4	Howard Koontz	Development Services Director
Evan Porterfield	Council Place 5	Rick Coronado	Public Works Director
Aaron King	Council Place 6	Laura Hallmark	City Secretary
James Earp	City Manager	David Reeves	Information Technologies Manager
Matt Wojnowski	Assistant City Manager	Abby Fenton	Communications Manager
Dorothy Palumbo	City Attorney	Kelly Isham	Emergency Management Deputy Director
David Amsler	Executive Director of Strategic Operations	Jeffrey Yarbrough	Police Chief
Kate Moriarty	Executive Director of Administrative Services	Sabrina Manning	Purchasing Officer
Sara Cervantes	Executive Director of Community Services	TBD	Evaluation Committee
Alberta Barrett	Finance Director	TBD	Evaluation Committee
Kristiana Spencer	Human Resources Director	TBD	Evaluation Committee
Kristi Barnes	Community Outreach & Programs Manager	TBD	Evaluation Committee

4.9 Subcontractors

Respondent must identify subcontractors that Respondent intends to utilize to perform work on the Project. Respondent is responsible for ensuring that all insurance requirements, the provision of performance and payment bonds, and other necessary contractual obligations are imposed upon subcontractors.

Article V. Bid

The Bid should reflect the products and or services specified in this solicitation. It shall include all labor, materials, tools, supplies, equipment, disposal fees, and personnel, including, but not limited to, travel expenses, associated costs, and incidental costs necessary to provide the products and/or services outlined in this solicitation. Respondent must submit a bid via the electronic means provided in the portal.

Article VI. Standard Terms and Special Conditions

6.I Standard Terms and Special Conditions

6.I.1 Labor, Materials, and Time

Solicitation Responses must incorporate the cost of all labor, materials, tools, supplies, transportation, disposal, equipment, insurance, personnel, and any other necessary ancillary item to satisfactorily perform work requested in this Solicitation. All travel and associated expenses, including all incidental costs, may be set at the rates determined by the U.S. General Services Administration and shall be the responsibility of Respondent unless otherwise negotiated in the Contract.

6.I.2 OSHA Compliance

In responding to this Solicitation, Respondent affirms that it shall observe the rules and regulations found in the Occupational Health and Safety Standards as published by the Occupational Health and Safety Administration, in the performance of all work requested under this Solicitation.

Respondent acknowledges that, if applicable, compliance with Occupational Health and Safety Standards may require the provision of personal protective equipment during work performance.

6.I.3 Interpretation

- (a) The City shall be sole interpreter of the terms, conditions, specifications, and performance requirements of this solicitation.
- (b) If the unit price and the extended total for an item differ, the figure that is most advantageous to the City will apply. The Respondent or Respondent's agent may not change an opened submission to correct any error.
- (c) The Respondent shall also be bound by the Standard Purchasing Terms and Conditions presented in **Exhibit B**.



6.1.4 Amendments, Rejections, and or withdrawals

- (a) The City of Hutto reserves the right to alter, amend, or modify any provisions of this solicitation or to withdraw this solicitation at any time prior to contract award.
- (b) The City of Hutto reserves the right to reject any Solicitation Responses received before the contract award.
- (c) The City reserves the right to accept and/or reject any and all submissions or any part thereof, waive immaterial errors, and award the contract in the best interest of the City.

6.1.5 Irregularities

Any irregularities or lack of clarity in this solicitation should be brought to the attention of the point of contact listed in Section 2.2.1 as soon as possible to ensure corrective addenda may be issued to prospective Respondents via posting on the City website and its Vendor Connection website, [Bonfire](#).

6.1.6 Evaluation, Offer Period and Contract Award

- (a) Within thirty (30) days of the submission's opening, the City will evaluate and rank each response with respect to the selection criteria contained in this document. After opening and ranking, an award shall be made based on the Response initially submitted, without discussion, clarification or modification.
- (b) The City's policy is not to award a contract based on price alone. The City reserves the right to award the contract to the Respondent with the submission that is determined to be the most advantageous to the City, considering the relative importance of price and the other evaluation factors included in the solicitation.
- (c) If the contract is to be awarded, the City will give the successful Respondent a Notice of Award within sixty (60) days after the submission's opening. Upon contract execution, prices submitted by the successful Respondent are an irrevocable offer for the contract term and any contract extension(s). No other costs, rates, or fees shall be payable to Respondent unless expressly agreed upon, in writing, by the City of Hutto.
- (d) At the City's sole discretion and convenience, the City may terminate any awarded contract without regard to cause and penalty and pay for the authorized services provided to the date of termination.
- (e) Suppose it is determined that any benefit to secure favorable treatment was offered, elicited, or provided by the Respondent or its employee, affiliate, representative, partner, subcontractor, or agent to any officer or employee of the City. In that case, the Respondent will be disqualified from consideration, and/or the awarded contract will be terminated.

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6.1.7 Affirmations and Solicitation Acceptance

Execution of **Exhibit A** of this Solicitation shall constitute an agreement to all terms and conditions specified in this solicitation, including, but not limited to, **Exhibit B** and all terms and conditions therein.

6.1.8 Open Records

All documents submitted in response to this solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the Solicitation Response or a specific part of the Solicitation Response is deemed exempt from disclosure under the law. Pricing is not considered confidential under any circumstances. Respondent acknowledges and agrees to the following:

- a) Information in a Solicitation Response legally exempted from disclosure as a trade secret or other exemption must be stamped in bold red with 'CONFIDENTIAL.' The City will not be responsible for any public disclosure of information if the vendor fails to mark said information as required under this section.
- b) Upon request by the City, Respondent shall furnish sufficient written reasons and information as to why certain information should be withheld from disclosure in response to a public information request. The matter shall then be presented to the Office of the Attorney General of Texas for final determination of confidentiality.
- c) The City reserves the right to request clarification or additional information specific to any Bid after all Bids have been received and the Solicitation acceptance period has not closed.

6.1.9 Contract Responsibility

Respondent shall be solely responsible for performing all contractual obligations that may result from an award based on this solicitation. Respondent shall not be relieved of its obligations for any nonperformance by its subcontractors.

6.1.10 Public Disclosure

Respondent will only advertise that it is doing business with the City of Hutto or use a contract resulting from this solicitation as a marketing or sales tool with the prior written consent of the City of Hutto. Respondent may not distribute or disclose this solicitation to any other vendors or companies without permission from the City of Hutto.

6.1.11 Remedies

All remedies available to the City of Hutto for breach or anticipatory breach of any Contract that results from this solicitation are cumulative and may be

exercised concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. Liquidated damages, actual damages, cost projects, and/or injunctive relief may also be invoked separately or combined with any other remedy per applicable law.

6.2 Insurance and Bonds

6.2.1 Required Insurance Coverages

For the duration of any contract resulting from this Solicitation, Respondent shall acquire insurance with financially sound and reputable independent insurers, as applicable, as set forth below:

Type of Insurance	Amount of Insurance	Required Provisions
Commercial General (Public) Liability to include coverage for, at a minimum, the following:	\$1,000,000 per occurrence and \$2,000,000 general aggregate OR	The City must be listed as an additional insured and provide thirty (30) days' notice of cancellation or material change in coverage.
Premises/Operations; Operations; Independent Contractors; Personal Injury, and Contractual Liability.	\$2,000,000 combined single coverage limit	The City must be provided a waiver of subrogation. City prefers the insurer be rated B+VI or higher by A.M. Best or A or higher by Standard and Poor's.
Business Auto Liability	\$1,000,000 combined single limit	The City must be provided with a waiver of subrogation.
Workers' Compensation & Employers Liability	Statutory Limits of \$1,000,000 per incident	The City must be provided with a waiver of subrogation.
Professional Liability	\$1,000,000 per occurrence	The inclusion of a no-burn-off provision is required.
Liability - Railroads	\$1,000,000 Bodily Injury \$1,000,000 Property per occurrence required for any work performed on or within fifty (50) feet of any railroad property.	None.

6.2.2 Performance and Payment Bond Amounts

The successful bidder shall furnish to the City of Hutto, within ten (10) days of the notice of award, a Performance Bond in the amount of one hundred percent (100%) of the contract price from an approved surety company holding a permit from the State of Texas, in accordance with the Texas Insurance Code, and



solely for the protection of the City in the event the bidder defaults or terminates the contract.

6.3 Disclosure of Interested Parties

Prior to entering into a contract that requires action or vote by the City Council, the Respondent must electronically submit a "Certificate of Interested Parties" Form to the Texas Ethics Commission in accordance with Texas Government Code Section 2252.908, as amended, and a copy to the City of Hutto. The City of Hutto shall have no obligations arising from any Contract resulting from this solicitation until such form is completed and correctly submitted.

Article VII. Submission Checklist

This checklist is provided for convenience only and identifies documents that must be submitted with this solicitation to be considered responsive. Any Solicitation Response received without required documents completed and signed may be disqualified for award.

- ☒ Solicitation Responses – [Section IV](#)
- ☒ **Exhibit A** – Affirmations and Solicitation Acceptance reviewed and signed
- ☒ **Exhibit B** – Standard Purchasing Terms and Conditions completed and signed
- ☒ **Exhibit C** – Project Map reviewed
- ☒ 5% Bid Bond
- ☒ Deviation or Compliance Form completed, if applicable
- ☒ Access latest Conflict of Interest Questionnaire [here](#). Please fill out and return with your submission. If no conflicts exist, write N/A on the "Name of Officer" line.
- ☒ Access latest W-9 form [here](#). Please fill out and return with your submission.

Bennett Paving, Inc.	
Completed Contracts	

Contract Amount	Type of Work	Completion Date	Owner's Name & Contact Info
\$ 1,204,992.53	Asphalt Paving	March, 2025	City of Boerne, Victor Saenz, (830) 331-9711, vsaenz@boerne-tx.gov
\$ 8,514,699.44	Asphalt Paving	December, 2024	City of Round Rock, Ruben Ramirez, (512) 218-7084, rramirez@roundrocktexas.gov
\$ 3,410,019.05	Asphalt Paving	December, 2024	City of Lakeway, Dale DeLong, (512) 608-9000, daledelong@lakeway-tx.gov
\$ 1,729,403.33	Asphalt Paving	January, 2024	City of Burnet, Eric Belaj, (512) 715-3217, ebelaj@cityofburnet.com
\$ 869,602.81	Asphalt Paving	August, 2023	Williamson County, George Mayfield, (512) 943-3324, gmayfield@wilco.org
\$ 955,119.00	Asphalt Paving	October, 2023	City of Kerrville, Charles Durr, (830) 258-1416, charles.durr@kervilletx.gov
\$ 4,709,427.86	Asphalt Paving	September, 2023	McCoy's Building Supply, Carlos Garcia, (512) 753-6258, cgarcia@mccoys.com
\$ 2,421,313.37	Asphalt Paving	July, 2023	City of Leander, Roman Poudyal, (512) 259-2640, rpoudyal@leandertx.gov

Bennett Paving, Inc.	
Current Contracts	

Contract Amount	Type of Work	Est. Completion Date	Owner's Name & Contact Info
\$3,304,483.30	Asphalt Paving	August, 2026	City of Waco, Tracey Graham, (254) 750-5858, traceyg@wacotx.gov
\$2,355,078.29	Asphalt Paving	July, 2026	City of Leander, Victor Castillo, (512) 528-2730, vcastillo@leandertx.gov
\$ 315,718.40	Asphalt Paving	May, 2026	City of Volente, Lacie Ashley, (512) 250-2075, city.administrator@volentetexas.gov
\$ 134,993.22	Asphalt Paving	May, 2026	Bastrop County, Leon Scaife, (512) 581-7110, leon.scaife@co.bastrop.tx.us
IDIQ	Asphalt Paving	Sept, 2026	City of Bastrop, Elisha Perkins, (512) 332-8810, eperkins@cityofbastrop.org

Bennett Paving, Inc.	
Equipment List	

Units	Types of Equipment
50	20 yard dump trucks
5	Asphalt Pavers
2	CAT Steel Drum Rollers
3	CAT Pneumatic Rollers
1	Backhoe
3	2000 Gal Leeboy Distributor Trucks



EXHIBIT A

CITY OF HUTTO GENERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

The Respondent hereby verifies its compliance with each of the following provisions, as applicable:

1. Respondent represents and warrants that all statements and information prepared and submitted in its Solicitation Response are current, complete, true, and accurate. Submittal of false statements or the making of material misrepresentations during the performance of a contract is a material breach of contract and may void the Solicitation Response and any resulting contract.
2. Valid Entity. The Respondent hereby verifies that it is a valid entity authorized to conduct business in the State of Texas in accordance with the requirements presented in Chapter 3 of Texas Business Organizations Code.
3. Israel Boycott. The Respondent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes. The Respondent understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Respondent and exists to make a profit.
4. Sudan and Iran Sanctions. The Vendor represents that neither, if applicable, it nor any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/publications/divestment.php>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Vendor and its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Vendor understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Vendor and exists to make a profit.

5. Firearm Entity Boycotts. To the extent this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, the Respondent hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,
- (a) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
 - (b) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

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

6. Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, the Respondent hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Respondent understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Trustee and exists to make a profit.
7. HB 1295 Compliance. Section 2252.908 of the Texas Government Code requires that for certain types of contracts, you must fill out a conflict-of-interest form ("Disclosure of Interested Parties") at the time you submit your signed contract to the District. For further information please go to the Texas Ethics Commission website via the following link. www.ethics.state.tx.us. The City has no obligation under this Agreement until such form is accurately completed and properly submitted, and any City obligation is conditioned on such proper completion and submission.
8. Undocumented Workers. The Respondent certifies that it does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the term of this Agreement, the Respondent is convicted of a violation under 8 U.S.C. § 1324a(f), the Respondent shall repay the amount of the public subsidy provided under this Agreement as required by law. Pursuant to Section 2264.101, Texas Government Code, a business is not liable for a violation of

Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

9. Prohibition of Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations. Pursuant to Section 2252.152, Texas Government Code, neither the Respondent nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Respondent is a company currently listed by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
10. Sample Form I295. Pursuant to Section 2252.908 of the Texas Government Code, Respondent must submit, to the Texas Ethics Commission via the website found at www.ethics.state.tx.us, the below-presented Form I295. A completed version of this form must be provided to the City for incorporation into this Exhibit A to be considered complete.

Authorized Signature: 

Printed Name & Title: Bryan Bennett, President

Date: 5/13/2026

Phone: (512) 740-8603

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2026-1460685

Date Filed:
05/12/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Bennett Paving, Inc.
Leander, 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.

2026-040-RC-04
Brooklands Milling & Hauling

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Bennett Paving, Inc.	Leander, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Bryan Bennett, and my date of birth is [REDACTED].

My address is 23004 Windy Valley Rd., Leander, TX, 78641, USA.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 13th day of May, 20 26.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Standard Definitions, Terms and Conditions

By acceptance of a Purchase Order or Agreement, or response to a Solicitation, Vendor agrees to the following terms and conditions, without modification, will govern:

I. DEFINITIONS

The following definitions shall be used to identify terms throughout procurement documents:

- A. ADDENDUM – A written instrument issued by the City that modifies or clarifies the Solicitation prior to the Due Date. "Addenda" is the plural form of the word.
- B. AGREEMENT/CONTRACT – A mutually binding legal document obligating the Vendor to furnish the goods, equipment, or services specified within the Solicitation and obligating the City to pay for the goods, equipment, or services specified.
- C. APPROPRIATE, APPROPRIATED, OR APPROPRIATION – The adoption by the City Council of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
- D. BID/PROPOSAL/RESPONSE/OFFER/QUOTE/QUOTATION – A complete, properly signed response to a Solicitation that, if accepted, would bind the Respondent to perform the resulting Contract.
- E. BIDDER/PROPOSER/RESPONDENT/OFFEROR – A person, firm, or entity identified throughout the Solicitation that they consider themselves qualified to provide the goods, equipment, or services specified herein, and are interested in making an offer to provide the goods, equipment, or services to the City.
- F. CITY – The City of Hutto, a Home Rule law city located in Williamson County, Texas.
- G. DELIVERABLES – The goods, products, materials, and/or services to be provided to the City under a Purchase Order or Contract.
- H. DUE DATE – The date and time specified for receipt of Bids, Proposals, Responses, Offers, Quotations, and Qualification Statements.
- I. GOODS – Materials, supplies, commodities, and/or equipment.
- J. LATE OFFER – A Bid, Proposal, Quote, Response, or Submittal that is received after the Due Date and time specified in the Solicitation.
- K. NON-PROFESSIONAL SERVICES – Services performed that are not of a professional nature such as lawn care, security, janitorial, etc.



- L. PIGGYBACK CONTRACT – A Contract or Agreement that has been competitively bid in accordance with State of Texas statutes, rules, policies, and procedures and has been extended for the use of other state and local agencies and active State of Texas CO-OP entities.
- M. PURCHASE ORDER – An order placed by the City for the purchase of goods or services issued on the City's standard purchase order form and which, when accepted by the Vendor, becomes a Contract. The Purchase Order is the Vendor's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed-upon price.
- N. PROFESSIONAL SERVICES – Services that use skills that are predominantly mental or intellectual, rather than physical or manual such as accounting, architecture, land surveying, law, medicine, optometry, professional engineering, etc.
- O. REQUEST FOR QUALIFICATIONS STATEMENTS (RFQ) – A solicitation used to acquire professional services as defined by the State of Texas Government Code, Chapter 2254, commonly known as the Professional Services Procurement Act.
- P. RESPONSIBLE – Refers to the financial and practical ability of the Offeror to perform the Contract and takes into consideration resources, expertise, and past performance of the Offeror as well as compliance with all City ordinances and regulations concerning the purchasing process.
- Q. RESPONSIVE – A response to a Solicitation that meets all the requirements of a Solicitation.
- R. SERVICES – Work performed to meet the requirements and demands of the Purchase Order. The furnishing of labor, time, or effort by the Vendor and their ability to comply with promised delivery dates, specifications, and technical assistance specified.
- S. SOLICITATION/INVITATION TO BID/REQUEST FOR PROPOSALS/REQUEST FOR QUOTES – The Solicitation document issued by the City that contains terms, conditions, and specifications for the service or commodity to be procured.
- T. SUBCONTRACTOR – Any person or business enterprise providing goods, labor, and/or services to a Vendor if such goods, equipment, labor, and/or services are procured or used in fulfillment of the Vendor's obligations arising from a Contract with the City.
- U. VENDOR/CONTRACTOR – Person or business enterprise providing goods, equipment, labor, and/or services to the City as fulfillment of obligations arising from an Agreement or Purchase Order.

2. SOLICITATIONS

A. CONFLICT OF INTEREST:

Chapter 176 of the Texas Local Government Code requires an entity contracting or seeking to contract for the sale or purchase of property, goods, or services with a local governmental entity to disclose any affiliation or business relationship which might create a conflict of interest with a local government entity. The Conflict of Interest Questionnaire is available from the Texas Ethics Commission at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>, and completed forms must be submitted to the appropriate records administrator of the City not later than the seventh business day after the date the entity begins contract discussions or negotiations with the local governmental entity, or submits to the local governmental entity an application, response to a Request for Proposals or Bids, correspondence, or another writing related to a potential Agreement with the local governmental entity. If responding to a Solicitation, the Conflict-of-Interest Form may be submitted with the Response. The completed forms may be mailed or hand-delivered to the City Secretary at the following address: The City Manager or City Designee, Hutto, TX 78634. Any attempt to intentionally or unintentionally conceal a conflict of interest may result in disqualification of any response to a solicitation.

B. COMMUNICATIONS WITH THE CITY

To insure the proper and fair evaluation of a Solicitation, the city prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to any City Official or Employee evaluating or considering the Responses prior to the time an award has been made. Communication between Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Solicitation. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration or award of the Solicitation then in evaluation or any future Solicitation.

Unless otherwise specified, all requests for clarification or questions regarding a Solicitation must be directed to the

City of Hutto
Purchasing Officer
500 W. Live Oak Street
Hutto, TX 78634

C. DISCLOSURE OF PENDING LITIGATION

Each Respondent shall include in its proposal a complete disclosure of any material civil or criminal litigation or pending investigation which involves the Respondent or in which the Respondent has been judged guilty.

D. CONFIDENTIALITY OF RESPONSES, PUBLIC INFORMATION ACT

All Responses are subject to release as public information unless the Response or specific parts of the Response can be shown to be exempt from the Texas Public Information Act. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard copyrighted information, trade secrets, or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential Respondents.

If a Respondent believes that a Response or parts of a Response are confidential, then the Respondent shall so specify. The Respondent shall stamp in bold red letters the term "CONFIDENTIAL" on that part of the Response, which the Respondent believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All Responses and parts of Responses that are not marked as confidential will be automatically considered public information. Notwithstanding, responses to Requests for Proposals shall be opened in a manner that avoids disclosure of the contents to competing offeror and keeps the proposals secret during negotiations as provided for in Section 252.049 of the Local Government Code.

E. CLARIFICATIONS, WAIVER OF MINOR TECHNICALITIES OR DISCREPANCIES

The City reserves the right to request clarification or additional information specific to any Response after all Responses have been received and the Solicitation Due Date has passed. Additionally, the City reserves the right to accept or reject all or part of any Response, waive any formalities or technical inconsistencies, delete any requirement or specification from the Solicitation, or terminate the Solicitation when deemed to be in the City's best interest.

F. COST OF PREPARATION OF RESPONSE

All costs directly or indirectly related to the preparation of a Response to this Solicitation or any oral presentation required to supplement and/or clarify a Response which may be required by the City shall be the sole responsibility of the Respondent.

G. RESPONSES BECOME PROPERTY OF THE CITY

Submissions received in response to a Solicitation become the sole property of the City.

H. WITHDRAWAL OF A RESPONSE

A Response may be withdrawn prior to the submission deadline by submitting a written request for its withdrawal to the Purchasing Office. A new Response may be submitted and must be received prior to the submission deadline to be considered. Modifications offered in any manner will not be considered if submitted after the submission deadline.



I. DETERMINATION OF AWARD, RESULTING AGREEMENT

In determining the award, the City reserves the right to select the acceptable Respondent who will offer contractual terms and conditions most favorable to the City. All requirements stated in the Solicitation shall become a part of any Contract, Agreement, or Purchase Order awarded as a result of the Solicitation, and any deviations from these requirements must be specifically stated and defined by the Respondent in their Response. Requests for clarification and the responses(s) shall also become a part of any Contract, Agreement, or Purchase Order resulting from the Solicitation.

J. AFFIRMATIONS AND CERTIFICATIONS

By signature on and submission of a Response, Respondent certifies they have not conspired with any other potential supplier in any manner to attempt to control competitive pricing. By signature on and submission of a Response, Respondent certifies they are duly qualified, capable, and a bondable business entity not in receivership or contemplating same and has not filed for bankruptcy. By signature on and submission of a Response, Respondent affirms that they will not discriminate against any employee or applicant as prohibited by law.

K. REQUIREMENTS FOR SUBMISSION OF RESPONSE OF FORMAL SOLICITATION

1. All Responses must be submitted on the form provided by the City and accompanied by all required attachments. Responses must be submitted before the due date and time shown on the Solicitation. Only electronic responses will be accepted. Physical submission or Late Responses will not be considered.
2. If applicable, Respondent will show the exact cost to deliver. Responses must specify the unit price on the quantity specified, extent, and show total. Unit prices shall govern, including in case of errors. Cash discounts will not be considered in determining award; all cash discounts offered will be taken if earned. Respondent will list and deduct all discounts not based on early payment from prices quoted.
3. The City is exempt from all federal excise, state, and local taxes unless otherwise stated. The City claims exemption from under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon request. Do not include taxes in Response to any Solicitation.
4. Unless stated otherwise, any catalog, brand name, or manufacturer's reference used in the Solicitation is descriptive (not restrictive) and is used to indicate type and quality desired. Responses on brands of like nature and quality will be considered. If quoting on other than referenced specifications, the Response MUST show manufacturer brand or trade name and description of product offered. Illustrations and complete descriptions of product offered should be made part of the Response. If Respondent does not identify exceptions to the specifications shown in this Invitation, Respondent will be required to furnish brand names, numbers, etc., as shown in the Solicitation.

5. Response must show the number of days required to deliver items or provide services to the City's designated location under normal conditions. Unrealistically short or long delivery promises may cause Response to be disregarded.

3. PURCHASE ORDERS

A. GENERAL TERMS AND CONDITIONS

i. ACCEPTANCE

A Purchase Order is the City's commitment to make procurement and is subject to Vendor's acceptance of the City's terms and conditions.

ii. ABSENCES OF PURCHASE ORDER OR AGREEMENT

The City is not responsible for delivery of any materials or services without a proper Purchase Order.

iii. VENDORS OBLIGATIONS

The Vendor shall fully and timely provide all deliverables described in the Solicitation and in the Vendor's Offer in strict accordance with the terms, covenants, and conditions of the Agreement and all applicable Federal, State, and local laws, rules, and regulations.

iv. EFFECTIVE DATE/TERM

Unless otherwise specified in the Solicitation, this Agreement shall be effective as of the date the City issues and signs the Purchase Order and shall continue in effect until all obligations are performed in accordance with the Agreement.

v. SUBCONTRACTORS

1. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications, and terms of the Agreement;
2. Prohibit the Subcontractor from further subcontracting any portion of the Agreement without the prior written consent of the City and the Vendor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance, and amount acceptable to the City;
3. Require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Vendor in sufficient time to

enable the Vendor to include same with its invoice or application for payment to the City in accordance with the terms of the Agreement;

4. Require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified and shall name the City as an insured party;
5. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City;
6. Pay each Subcontractor its appropriate share of payments made to the Vendor not later than ten (10) calendar days after receipt of payment from the City.

vi. DELAYS

The City may delay scheduled delivery or other due dates by written notice to the Vendor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Agreement, the City and the Vendor shall negotiate an equitable adjustment for costs incurred by the Vendor in the Agreement price and execute an amendment to the Agreement. The Vendor must assert its right to an adjustment within ten (10) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution Process specified in Section. However, nothing in this provision shall excuse the Vendor from delaying the delivery as notified.

vii. FORCE MAJEURE

Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond reasonable control. In the event of default or delay in performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

viii. INSURANCE REQUIREMENTS

Unless specific insurance requirements are noted, Vendor shall maintain insurance coverage appropriate for the fulfillment of the Purchase Order. In the event the Vendor, its employees, agents, or subcontractors enter premises occupied by or under the control of the City, the Vendor agrees to maintain public liability and property damage insurance in reasonable limits covering the obligations set forth in this

Purchase Order and will maintain Workers' Compensation coverage (either by insurance or if qualified pursuant to law, through a self-insurance program) covering all employees performing on premises occupied by or under control of the City. The Vendor shall not commence work until the required insurance is obtained. Upon request, Vendor shall provide a copy of its insurance policies to the City within fourteen (14) days. Failure to provide the required certificate of insurance may subject the vendor to disqualification from consideration for the award. The Vendor must also forward a certificate of insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

For the duration of any contract resulting from this Solicitation, Vendor shall acquire insurance with financially sound and reputable independent insurers, as applicable, as set forth below:

Type of Insurance	Amount of Insurance	Required Provisions
Commercial General (Public) Liability to include coverage for, at a minimum, the following:	\$1,000,000 per occurrence and \$2,000,000 general aggregate OR	The City must be listed as an additional insured and provide thirty (30) days' notice of cancellation or material change in coverage.
Premises/Operations; Operations; Independent Contractors; Personal Injury, And Contractual Liability.	\$2,000,000 combined single coverage limit	The City must be provided a waiver of subrogation. City prefers the insurer be rated B+VI or higher by A.M. Best or A or higher by Standard and Poor's.
Business Auto Liability	\$1,000,000 combined single limit	The City must be provided with a waiver of subrogation.
Workers' Compensation & Employers Liability	Statutory Limits of \$1,000,000 per incident	The City must be provided with a waiver of subrogation.
Professional Liability	\$1,000,000 per occurrence	The inclusion of a no- burn-off provision is required.
Liability - Railroads	\$1,000,000 Bodily Injury \$1,000,000 Property per occurrence required for any work performed on or within fifty (50) feet of any railroad property.	None.

Prior to the execution of any awarded contract by the City, the successful Proposer shall forward Certificates of Insurance to the Purchasing Manager. The required insurance policies shall be procured and maintained in full force and effect for the duration of the awarded contract. Certificate Holder shall be:

City of Hutto at 500
W. Live Oak St
Hutto, Texas

ix. EXCEPTIONS TO SPECIFICATIONS

Deviation from the specifications must be clearly indicated in the Response to the Solicitation or promptly documented in writing at or before the time of the award. Any deviations or exceptions are subject to review by the City and may be grounds for rejection.

x. TRAVEL EXPENSES

All travel, lodging, and/or per diem expenses associated with providing the materials, equipment, or services specified must be included in the original Quotation and/or the resulting Purchase Order or Agreement. All travel expenses are subject to review by the City and documentation of actual itemized expenses may be requested. No reimbursement will be made without prior authorization, or for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed.

xi. HUB REQUIREMENTS

The City complies with the requirements of the State of Texas Local Government Code, Chapter 252, Section 252.0215.

xii. SPECIAL TOOLS & EQUIPMENT

If the price stated in the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Vendor to fulfill the Agreement, such special tooling and/or equipment and all process sheets associated thereto shall become the property of the City and shall be identified by the Vendor as such.

B. SERVICES

i. PLACES & CONDITIONS OF WORK, ACCESS TO SITE

If Services are to be performed principally on the City's premises or in public rights of way, the City shall provide the Vendor access to the sites where the Vendor is to perform the Services as required for the Vendor to perform in a timely and efficient manner, in accordance with and subject to applicable security laws, rules and regulations. The Vendor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of the materials, equipment, labor, and facilities necessary to perform the Services and any other conditions or states of fact which could, in any way, affect the performance of the Vendor's obligations under the Agreement. The Vendor shall promptly notify the City if the actual site or service conditions differ from the expected conditions and failing to do so, hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature.

ii. VENDOR TO PROVIDE ALL MATERIAL, EQUIPMENT & LABOR

Vendor shall provide all goods and labor necessary to perform Services. All material must be new and all equipment utilized must be in good safe working condition and suitable for Services. Vendor shall employ all personnel for Services in accordance with the requirements of applicable local, state, and federal law.

iii. WORKFORCE

If Services are to be performed principally on the City's premises or on public right-of-way's:

Vendor shall employ only orderly and competent workers, skilled in the performance of the Services which they will perform under the Agreement. Vendor, its employees, subcontractors, and subcontractor's employees while engaged in participating in a Solicitation or while in the course and scope of delivering goods and services under a City Purchase Order or Agreement may not: use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Agreement; or use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated or under the influence of alcohol or drugs while on the job.

If the City or the City's representative notifies the Vendor that any worker is incompetent, disorderly, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Vendor shall immediately remove such worker from Agreement services and may not employ such worker again on Agreement services without the City's prior consent.

iv. COMPLIANCE WITH ALL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

If Services are to be performed principally on the City's premises or on public rights of way, the Vendor, its subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of the Services, including but not limited to those promulgated with the City and the Occupational Safety and Health Administration (OSHA). In the case of conflict, the most stringent safety requirement shall govern. The Vendor shall defend, indemnify, and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liabilities of any kind or nature arising from the breach of the Vendor's obligations under this paragraph.

v. STOP WORK NOTICE

The City may issue an immediate Stop Work Notice in the event the Vendor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Vendor shall cease all work until notified by the City that the violation or unsafe condition has been corrected. The Vendor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.



vi. WARRANTY OF SERVICES

Vendor warrants and represents that all Services to be provided to the City under the Agreement will be fully and timely performed in good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Agreement, and all applicable Federal, State, and local laws, rules or regulations. This warranty may not be limited, excluded, or disclaimed and any attempt to do so will be without force or effect. Unless otherwise specified, the warranty period shall be a minimum of one (1) year from acceptance by the City of Services. In the event any applicable warranty is breached, the Vendor shall promptly upon receipt of demand of performance, perform the Services again in accordance with the above standard at no additional costs to the City. All costs incidental to such additional performance shall be borne solely by the Vendor. The City shall endeavor to give the Vendor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section. In the event the Vendor is unable or unwilling to perform the services in accordance with the above standards as required by the City, then in addition to any other available remedy, the City may reduce the number of services originally required to purchase from the Vendor under the Agreement and procure conforming services from other sources. In such event, the Vendor shall pay the City upon demand the increased cost, if any, incurred by the City to procure such services from an alternative source.

C. COMMODITIES/EQUIPMENT

i. MATERIAL SAFETY DATA SHEETS

Under the "Hazardous Communication Act," commonly known as the "Texas Right to Know Act," a Vendor must provide the City WITH EACH DELIVERY Material Safety Data Sheets, which are applicable to hazardous substances as defined in the Act.

ii. GOODS

Goods furnished shall be new and the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The Vendor represents that all goods and equipment offered shall be new. Unless otherwise specified, used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

iii. PACKAGING OF DELIVERABLES

Vendor must package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and the unit price. Unless otherwise provided in writing by the City, each shipping container shall be clearly and permanently marked with the Vendor's name and address, and the City's name, address, and Purchase Order number. Vendor shall bear all costs of packaging. Deliverables must be suitably packed to secure lowest transportation cost, conform with requirements of common carriers and ensure safe delivery. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

iv. WARRANTY

The goods or equipment specified shall be warranted against defects in material or workmanship for a period of not less than twelve (12) months from date of acceptance by the City. If the manufacturer's warranty exceeds twelve (12) months, then the manufacturer's warranty shall be in effect. Vendor shall furnish a copy of the manufacturer's warranty at the time of delivery.

v. NO LIMITATION OF MANUFACTURERS' WARRANTIES

Vendor may not limit, exclude or disclaim any warranty provided by manufacturer.

D. DELIVERY

i. DELIVERY TERMS, TRANSPORTATION CHARGES, FOB

Deliverables shall be shipped FOB destination (point of delivery) unless otherwise specified on the Purchase Order or in the Solicitation. The Vendor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship deliverables. The place of delivery shall be specified in the Purchase Order.

ii. NO SUBSTITUTIONS OR CANCELLATIONS

Unless specifically permitted in writing by the City, no substitutions or cancellations shall be acceptable.



iii. NOTICE OF DELAY IN DELIVERY

If a delay in delivery is anticipated, Vendor shall give written notice to the City. The City has the right to extend the delivery time/service date or to cancel the Purchase Order or Agreement. Vendor shall keep the City advised at all times of the status of the order. Default in promised delivery, service or failure to meet specifications authorizes the City to procure the goods or services from an alternate source and charge the full increase, if any, in cost and handling to defaulting Vendor. Default on delivery may result in legal action and recourse.

iv. DELIVERY LOCATION HOURS, DAYS, HOLIDAYS

Unless otherwise specified, all deliveries must be made to City of Hutto, at the City Department ship to address on the Purchase Order between the hours of 8 a.m. and 4 p.m. (CST), Monday through Friday except regularly observed state and federal holidays. Receipt of goods or materials does not signify acceptance.

v. NO SHIPMENT UNDER RESERVATION

Vendor is not authorized to ship deliverables under reservation and no tender of bill of lading will operate as a tender of deliverables.

vi. TITLE/RISK OF LOSS

Title to and risk of loss of the deliverables shall pass to the City only when the City receives and accepts the deliverables (no delivery, no sale).

vii. RIGHT OF INSPECTION & REJECTION

The City expressly reserves all rights under the law, including but not limited to, the Uniform Commercial Code, to inspect the deliverables at delivery or at a reasonable time subsequent to delivery, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Vendor's or the Vendor's subcontractors' facilities, or the deliverables at the Vendor's or the Vendor's subcontractors' premises, the Vendor shall furnish or shall cause to be furnished without additional charge all reasonable facilities and assistance to the City to facilitate such inspection.

viii. ACCEPTANCE OF INCOMPLETE OR NON-COMFORMING GOODS

If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept such deliverables, the City may do so. The Vendor shall pay all claims, losses, and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If discovery that the deliverables are defective or non-conforming occurs after final payment, Vendor may be required to refund such amounts to the City.

E. PAYMENT

i. TAX EXEMPT STATUS

The City is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The City claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates are furnished upon request. Vendor will not charge for such taxes. If billed, the City will not remit payment until a corrected invoice is received.

ii. INVOICING REQUIREMENTS

Unless otherwise specified, all invoices shall be submitted to the City of Hutto, City Manager or City Designee, 500 W. Live Oak Street Hutto, TX 78634 and issued as required by the Purchase Order or Agreement. Each invoice must reference the unique Purchase Order number and include the Vendor's complete name and remit to address. If applicable, transportation and delivery charges must be itemized on the invoice. A copy of the bill of lading and the freight waybill must be submitted with the invoice, if applicable. Invoices for labor must include a copy of all time sheets with labor rate and Purchase Order or Agreement number clearly identified. Invoices for labor shall also include a tabulation of hours worked at the appropriate rates and grouped by work order number, if applicable. Time billed for labor shall be limited to hours worked at the work site.

iii. PAYMENT TERMS

All payments will be processed in accordance with Texas Prompt Payment Act, *Texas Government Code*, Subchapter B, Chapter 225I. The City will make every effort to pay Vendor within thirty days after the later of: acceptance of goods, supplies, materials, equipment, the day of performance of services was completed; or the day of receipt of a correct invoice for goods, supplies, materials, equipment or services. The Vendor may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Vendor concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Vendor and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the invoice is not mailed to the City in strict accordance with instructions on the Purchase Order or Agreement, or other such contractual agreement.

iv. RIGHT TO AUDIT

The Vendor agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all records of the Vendor related to the performance under this Agreement. The Vendor shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Vendor are resolved, whichever is longer. The Vendor agrees to refund to the City any overpayments disclosed by any such audit.



v. FIRM PRICING

The price shall remain firm for the duration of the Purchase Order or Contract, or extension periods. No separate line-item charges shall be permitted for either bidding or invoice purposes, which shall include equipment rental, demurrage, fuel surcharges, delivery charges, and cost associated with obtaining permits or any other extraneous charges. Vendor further certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

vi. PRICE WARRANTY

The Vendor warrants the prices quoted are not materially higher than the Vendor's current prices on orders by others for like deliverables under similar terms of purchase. In addition to any other remedy available, the City may deduct from any amounts owed to the Vendor, or otherwise recover, any amounts paid for items materially in excess of the Vendor's current prices on orders by others for like deliverables under similar terms of purchase.

vii. VENDOR OWING TAXES OR FEES TO THE CITY

Payment will not be made to any person, firm, or in arrears in taxes or fees to the City.

viii. TERMS, CONDITIONS & ADDITIONAL REQUIREMENTS

A. VENDOR'S OBLIGATION

Vendor shall fully and timely provide all deliverables described in Solicitation and in the Vendor's Offer in strict accordance with the terms, covenants, and conditions of the Agreement and all applicable federal, state, and local laws, rules and regulations.

B. DEFAULT

Vendor shall be in default under the Agreement if the Vendor: (a) fails to fully, timely, and faithfully perform any of its material obligations under the Agreement, (b) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (c) makes a material misrepresentation in Vendor's Offer, or in any report or deliverable required to be submitted by Vendor to the City.

C. ABANDONMENT OR DEFAULT

A Vendor who abandons or defaults the work on the Agreement and causes the City to purchase the services elsewhere may be charged the difference in service if any and may not be considered in the re-advertisement of the service and may be rejected as an irresponsible bidder and not considered in future Solicitations for the same type of service unless the scope of work is significantly modified.

D. TERMINATION/CANCELLATION

I. TERMINATION FOR CAUSE

In the event of default by the Vendor, the City shall have the right to terminate the Agreement for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Vendor, within such ten (10) day period cures such default, or provides evidence sufficient to prove to the City's satisfaction that such default does not, in fact, exist. In addition to any other remedies available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses, and expenses incurred by the City as a result of the Vendor's default, including without limitation, cost of cover, reasonable attorneys' fees, court costs, prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of default by the Vendor, the City may remove the Vendor from the City's Vendor List and any Offer submitted by the Vendor may be disqualified for up to three (3) years. All rights and remedies under the Agreement are cumulative and not exclusive of any other right or remedy provided by law.

2. TERMINATION WITHOUT CAUSE

The City shall have the right to terminate the Agreement, in whole or in part, without cause at any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Vendor shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Vendor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

3. NON-APPROPRIATION

The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate the Agreement at the end of any City fiscal year (September 30th) if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may effect such termination by giving the Vendor written notice of termination at the end of its then current fiscal year.

4. CANCELLATION

The City reserves the right to cancel the Agreement for default all or any part of the delivered portion of the deliverables if the Vendor breaches any term hereof including warranties, becomes insolvent, or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which the City may have in law or in equity.

F. FRAUD

Fraudulent statements by the Vendor on any Offer or in any report or deliverable required to be submitted by the Vendor to the City shall be grounds for termination of the Agreement for cause by the City and may result in legal action.

G. INDEMNITY

VENDOR SHALL DEFEND (at the option of the City), INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, JUDGMENTS, LOSSES, LIENS, COSTS, EXPENSES, ATTORNEYS' FEES AND ANY AND ALL OTHER COSTS, FEES AND/OR CLAIMS OF ANY KIND OR DESCRIPTION ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE AGREEMENT OR THE GOODS OR SERVICES PROVIDED UNDER THE AGREEMENT. THE VENDOR AND THE CITY ARE CONCURRENTLY NEGLIGENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO THAT PORTION OF NEGLIGENCE ATTRIBUTABLE TO IT AS DETERMINED UNDER THE APPLICABLE PROPORTIONATE RESPONSIBILITY RULES OF THE STATE OF TEXAS. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

H. LIABILITY

Any person, firm or corporation performing services pursuant to this Agreement or Purchase Order shall be liable for all damages incurred while in



the performance of such services. Vendor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents and employees from all claims, demands and causes of action of any nature including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third party, supplier or an employee of either of the parties hereto, and any loss of or damage to property, whether the same be that of either of the parties, caused by or alleged to have been caused by, arising out of or in connection with the issuance of the Agreement or Purchase Order to the Vendor and the negligence of the Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificates of insurance may be required for, but not limited to, Commercial General Liability, Business Auto Liability, Workers Compensation and Professional Liability Insurance.

I. INFRINGEMENT

Vendor represents and warrants to the City that: (a) Vendor shall provide the City good and indefeasible title to the deliverables and (b) the deliverables supplied by the Vendor in accordance with the specifications of the Agreement shall not infringe, directly or contributory, any patent, trademark, copyright, trade secret or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Vendor does not know of any basis for any such claims. Vendor shall, at its sole expense, defend, indemnify and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (a) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverable infringes the intellectual property rights of any third party; or (b) Vendor's breach of any of the Vendor's representations or warranties stated in this Agreement. In the event of any such claim, the City shall have the right to monitor such claim or, at its option, engage its own separate counsel to act as co-counsel on the City's behalf. Further, Vendor agrees that the City's specifications regarding the deliverables shall in no way diminish Vendor's warranties or obligations under the Section, and the City makes no warranty that the products, development, or delivery of such deliverables will not impact such warranties of Vendor.

J. DAMAGE TO CITY PROPERTY

Vendor shall be responsible for any and all damage to the City's equipment and/or property, the workplace and its contents, by its work, negligence in work, its personnel, and equipment. Vendor shall be responsible and liable for the safety, injury, and health of its working personnel while its employees are performing service work.

K. OVERCHARGES

Vendor hereby assigns to the City any and all claims for overcharges associated with this Agreement which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and/or which arise under the antitrust laws of the State of Texas, *Business and Commerce Code Ann.*, Section 15.01, et seq.

L. CONFIDENTIALITY

In order to provide the deliverables to the City, Vendor may require access to certain of the City's and/or its licensors' confidential information (including, but not limited to, inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Vendor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors, and any unauthorized use, disclosure, dissemination, or other releases of the Confidential Information will substantially injure the City and/or its licensors. The Vendor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City, or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or as a result of an order of any court or other governmental authority with proper jurisdiction, provided the Vendor promptly notifies the City prior to disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Vendor agrees to use protective measures no less stringent than the Vendor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

M. CODES, PERMITS & LICENSES

Vendor shall comply with all federal, state, and local standards, codes and ordinances and the terms and conditions of the services of the electric utility, as well as other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations to the City.

N. ADVERTISING/PUBLICITY

Vendor shall not advertise or otherwise publicize, without the City's prior written consent, the fact that the City has entered into an Agreement with Vendor, except to the extent required by applicable law.

O. INDEPENDENT CONTRACTOR

The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or joint venture. The Vendor's services shall be those of an independent contractor. The Vendor agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Vendor shall not be within protection or coverage of the City's Worker Compensation insurance, Health Insurance, Liability Insurance, or any other insurance that the City, from time to time, may have in force.

P. LIENS

The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or joint venture. The Vendor's services shall be those of an independent contractor. The Vendor agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Vendor shall not be within protection or coverage of the City's Worker Compensation insurance, Health Insurance, Liability Insurance, or any other insurance that the City, from time to time, may have in force.

Q. ASSIGNMENT/DELEGATIONS

The Agreement shall be binding upon and endure to the benefit of the City and the Vendor, and their respective successors and assignees, provided, however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Vendor without the prior written consent of the City. Any attempted assignment or delegation by the Vendor shall be void unless made in conformity with this Section. The Agreement is not intended to confer any rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third-party beneficiaries to the Agreement.

R. INTERPRETATION

The Agreement is intended by both parties as the final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner fair to both parties, reading no provision more strictly against one party of the other. Whenever a term defined by the Uniform Commercial Code (the "UCC"), as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control unless otherwise defined in the Agreement.

S. GOVERNING LAW & VENUE

This Agreement is made under and shall be governed by the laws of the State of Texas, including when applicable, the UCC as adopted in Texas, VTCA, *Business & Commerce Code*, Chapter I, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. This Agreement is fully performable in Hutto, TX, and the venue for any action related to this Agreement shall be Williamson County, Texas. All issues arising from this Agreement shall be resolved in the courts of Williamson County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or the ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein and does not waive the city's defense of sovereign immunity.

T. INTERLOCAL COOPERATING PURCHASING/PIGGYBACK CONTRACTS

Other governmental entities may be extended the opportunity to purchase from Solicitations of the City, with the consent and agreement of the awarded Vendor(s) and the City. Such consent and agreement shall be conclusively inferred from the lack of exception to this clause in Vendor's Response. However, all parties indicate their understanding, and all parties hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that arise out of such independently negotiated piggyback procurements.

U. SURVIVABILITY OF OBLIGATIONS

All provisions of the Agreement that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Agreement.

V. CLAIMS

If a claim, demand, suit or other action is asserted against the Vendor which arises under or concerns the Agreement, or which could have a material adverse effect on the Vendor's ability to perform thereunder, the Vendor shall give written notice to the City within ten (10) calendar days after receipt of notice by the Vendor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and address of the claimant(s), the basis thereof, and the name of each person against whom such claim is asserted. Such notice shall be delivered to the Purchasing Department as set forth below.

W. NOTICES

Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Agreement shall be in writing and deemed delivered three (3) business days after postmarked if sent by US Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first-class mail, fax, or other commercially accepted means.

Notices to the Vendor:

Bennett Paving, Inc.

Attn: Bryan Bennett

P.O. Box 2309

Leander, TX 78646

Notices to the City:

City of Hutto

Purchasing Officer

500 W. Live Oak Street

Hutto, TX 78634

Sabrina.Manning@huttoTX.gov



X. GRATUITIES

The City may, by written notice to the Vendor, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Vendor or any agent or representative of the Vendor to any officer or employee of the City with the intent of securing the Agreement or securing favorable treatment with respect to awarding or amending or the making of any determinations with respect to performing of the Agreement. In the event the Agreement is canceled by the City pursuant to this Section, the City shall be entitled, in addition to any other rights and remedies, to recover the benefits or payments to the Vendor as a result of the gratuities.

Y. PERSONAL INTEREST PROHIBITED

No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of the Solicitation shall have a financial interest, direct or indirect, in the resulting Agreement. Any willful violation of this Section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. In the event a member of the governing body or an appointed board or commission of the City belongs to a cooperative association, the City may purchase equipment or supplies for the association only if no member of the governing body, board, or commission will receive pecuniary benefit from the purchase, other than as reflected as in increase in dividends distributed generally to members of the association. Any violation of this provision with the knowledge, expressed or implied, by the Vendor shall render the Agreement voidable by the City. Nevertheless, the City may obtain the equipment or service if a conflict of interest affidavit is filed and the Council member recuses his/herself.

Z. WAIVER

No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Vendor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default(s), whether of a similar or different character.

AA. DISPUTE RESOLUTION

If either the Vendor or the City has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach, or other matter in question that may arise out of, or in connection with, this Agreement. If the parties cannot resolve the dispute, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

BB. INVALIDITY

The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace the stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

CC. RIGHT TO ASSURANCES

In the event the City, in good faith, has reason to question the intent of the Vendor to perform, the City may demand written assurances of the intent to perform. In the event no written assurance is given within the time specified, the City may treat this failure as an anticipatory repudiation of the Agreement.

DD. ANTI-BOYCOTT VERIFICATION

To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Vendor represents that neither the Vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Contractor (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

Resolution of Corporate Authority

Action by unanimous consent of the Board of Directors of Bennett Paving, Inc. ("Corporation").

The Board of Directors have certified that Bennett Paving, Inc. is duly organized and existing under the laws of the State of Texas.

Resolved, that Bryan Bennett the President of Bennett Paving, Inc., is empowered to sign any and all documents, to take such steps, and to do such other acts and things, on behalf of said Corporation, as in his judgment may be necessary, appropriate or desirable including but not limited to submitting estimates and bids on services that are to be performed by the Corporation.

Resolved, that a Company Seal is not utilized by the Corporation, and that a signature by Bryan Bennett on behalf of the Corporation shall have the effect of full ratification by the Board of Directors and Corporation, to serve as an official action by the Corporation as though a seal had been affixed to the document.

Resolved, that Bryan Bennett has the authority to bind the Corporation on all matters.

Resolved, that all transactions entered into by Bryan Bennett, in the Corporation's name and for its account, prior to the adoption of these resolutions, are hereby ratified and approved for all purposes.

Date: 2/1/2026

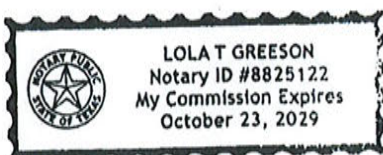


Bryan Bennett, President and Secretary
Bennett Paving, Inc.

Subscribed and sworn to before me by the Bryan Bennett, witness, on February 1st, 2026.



Notary Public, State of Texas



CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Bennett Paving, Inc.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

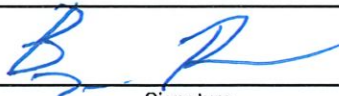
☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Bryan Bennett, President

Name of signatory


Signature

5/13/2026

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



AIA Document A310™ – 2010

Bond No. GC000238

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Bennett Paving, Inc.

P.O. Box 2309

Leander, TX 78646

SURETY:

(Name, legal status and principal place of business) This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Great Midwest Insurance Company
800 Gessner Rd Ste 600

Houston, TX 77024

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Hutto

Bond Amount: Five Percent of the Bid Amount (5% of Bid Amount)

PROJECT: Project No. 2026-040-RC-04 - Brooklands Milling & Hauling: Asphalt mill and haul off

(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of May, 2026


(Witness)


(Witness)

Bennett Paving, Inc.

(Principal)

(Title)

Great Midwest Insurance Company
(Surety)

(Title) Attorney-in-Fact

Troy Staples

(Seal)

(Seal)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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061110

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

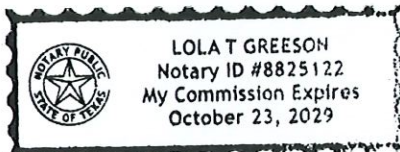
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Texas)
County of Travis)

On this 13th day of May, in the year 2026, before me personally come(s) Bryan Bennett, to me known, who, being duly sworn, deposes and says that he/she is the President of the Bennett Paving, Inc. the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Lola T. Greeson
Notary Public



ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 6th day of May, in the year 2026, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Great Midwest Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Great Midwest Insurance Company company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



[Signature]
Notary Public

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:
Troy Staples, Zachary Pate, Nicholas Hochban, Jennifer Boyles

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars (\$100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

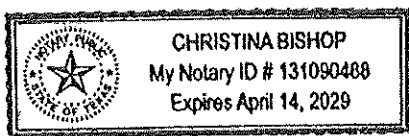


GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 6th Day of May 2026.



BY Patricia Ryan
Patricia Ryan
Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

AGENDA ITEM REPORT

10.2.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2026-127 authorizing the City Manager to execute a change order #2 with Liberty Civil Construction, LLC for no additional cost and 110 additional days for the modifications to the Legend of Hutto Drainage Improvements Phase I project (CIP D01-2024). (Patricia Davis)
Meeting: Thursday, June 4, 2026
Department: Engineering /
Staff Contact:

ITEM SUMMARY:

WSB included Subsurface Utility Engineering (SUE) in the scope of this project and potholed the waterline at multiple locations. City records did not show this waterline, and all available information indicated that it terminated before the pond. However, during construction, the waterline was discovered in conflict with the proposed retaining wall. WSB responded quickly by adjusting the retaining wall design to avoid a costly relocation of the waterline. A sewer line was also found near the wall, and as part of the wall adjustment, the wall's location and design were further refined to avoid all sewer manhole bedding and sewer lines.

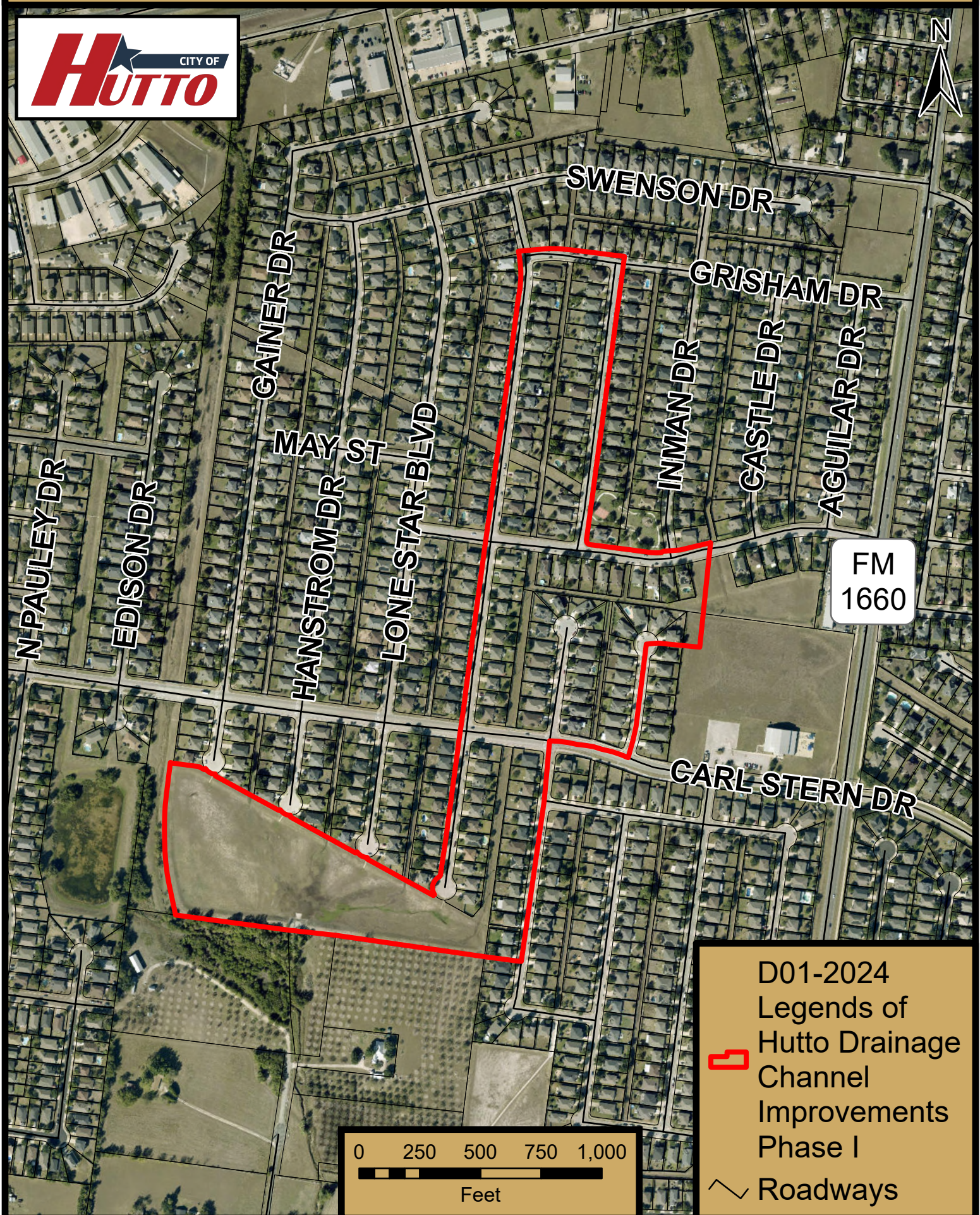
FISCAL NOTES:

There is no fiscal impact associated with this agenda item.

ATTACHMENTS:

1. D01_2024_Legends_of_Hutto_Drainage_Channel_Improvements_Phase_I_map
2. 2026.06.04 Hutto RES Legends Hutto CO#2 Liberty Civil
3. CO 2 Schedule
4. LOH_POND REV 2
5. PAGESF~1
6. Paved slope standard
7. CO 2 - RFI 1 - Pond Revisions_WSBSigned
8. Liberty Civil Legends of Hutto Phase 1 Form 1295_Redacted

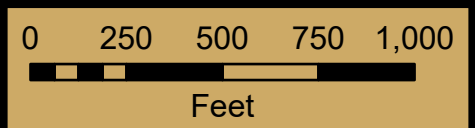
D01-2024 Legends of Hutto Drainage Channel Improvements Phase I



FM
1660

D01-2024
Legends of
Hutto Drainage
Channel
Improvements
Phase I

 Roadways



RESOLUTION NO. R-2026-###

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING CHANGE ORDER REQUEST NO. 2 WITH LIBERTY CIVIL CONSTRUCTION, LLC FOR THE LEGENDS OF HUTTO DRAINAGE IMPROVEMENTS PROJECT (CIP 2026-040-PD-02); PROVIDING A NET INCREASE TO THE PROJECT TIMELINE FOR ONE HUNDRED AND TEN DAYS (110) EXTENSION, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER REQUEST NO. 2; PROVIDING PROPER NOTICE & MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to approve change order request No. 2, attached as Exhibit A and incorporated herein by reference, providing a net increase to the project timeline for One Hundred Ten (110) Days extension; and

WHEREAS, the City Council desires to authorize the City Manager to execute Change Order No. 2.

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

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

SECTION 2: That the Hutto City Council hereby approves and authorizes the City Manager to execute Change Order No. 2 with Liberty Civil Construction LLC., with Exhibit A, a copy of the same being attached hereto and incorporated herein for all purposes.

SECTION 3: This authorization specifically provides Liberty Civil Construction LLC. 110 additional days, at no additional financial cost to the City, for the modifications to the Legend of Hutto Drainage Improvements project.

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.

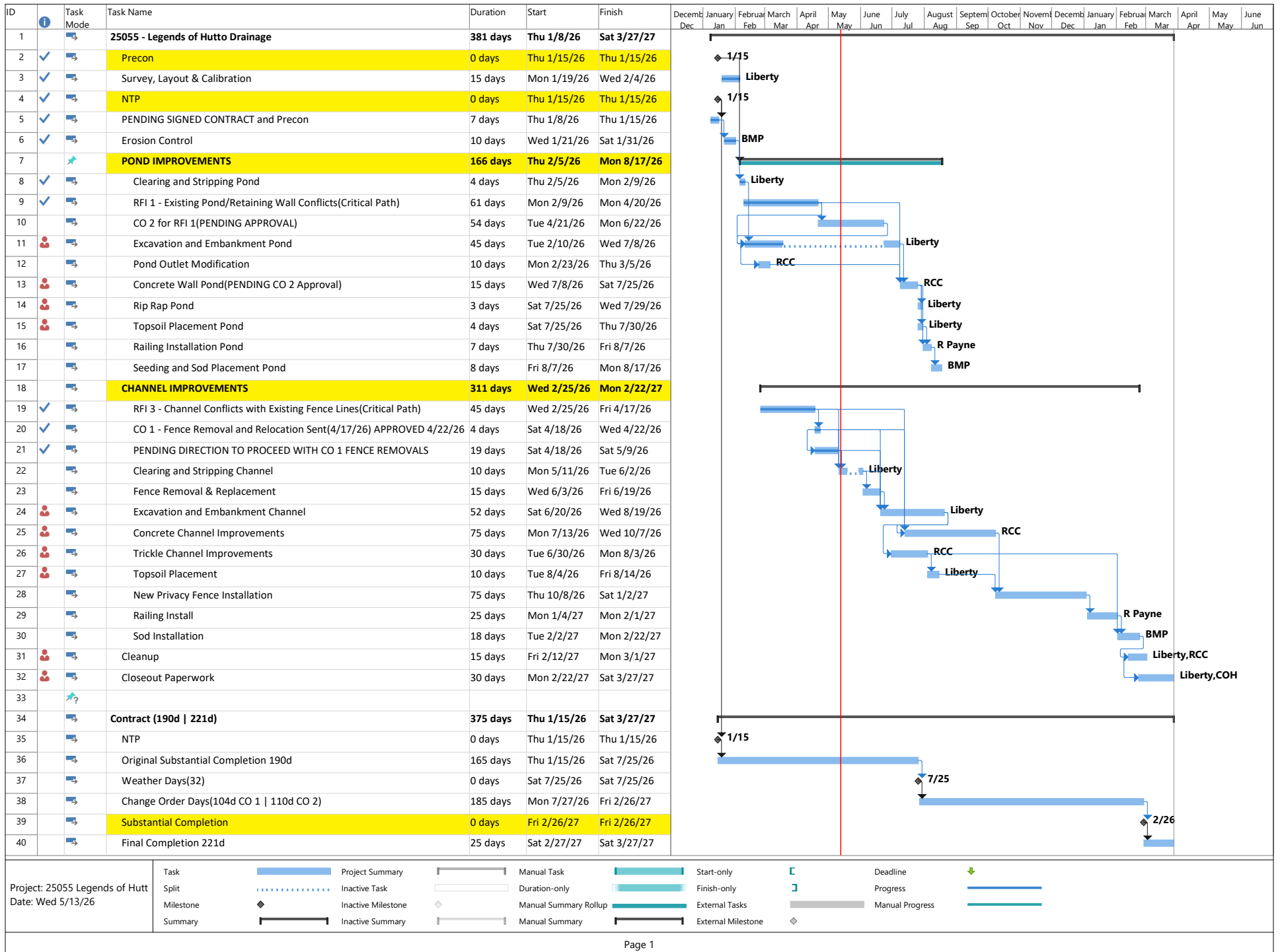
PASSED AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 4th day of June, 2026, on a vote of ____ AYES; ____ NAYS; and ____ ABSTENTIONS.

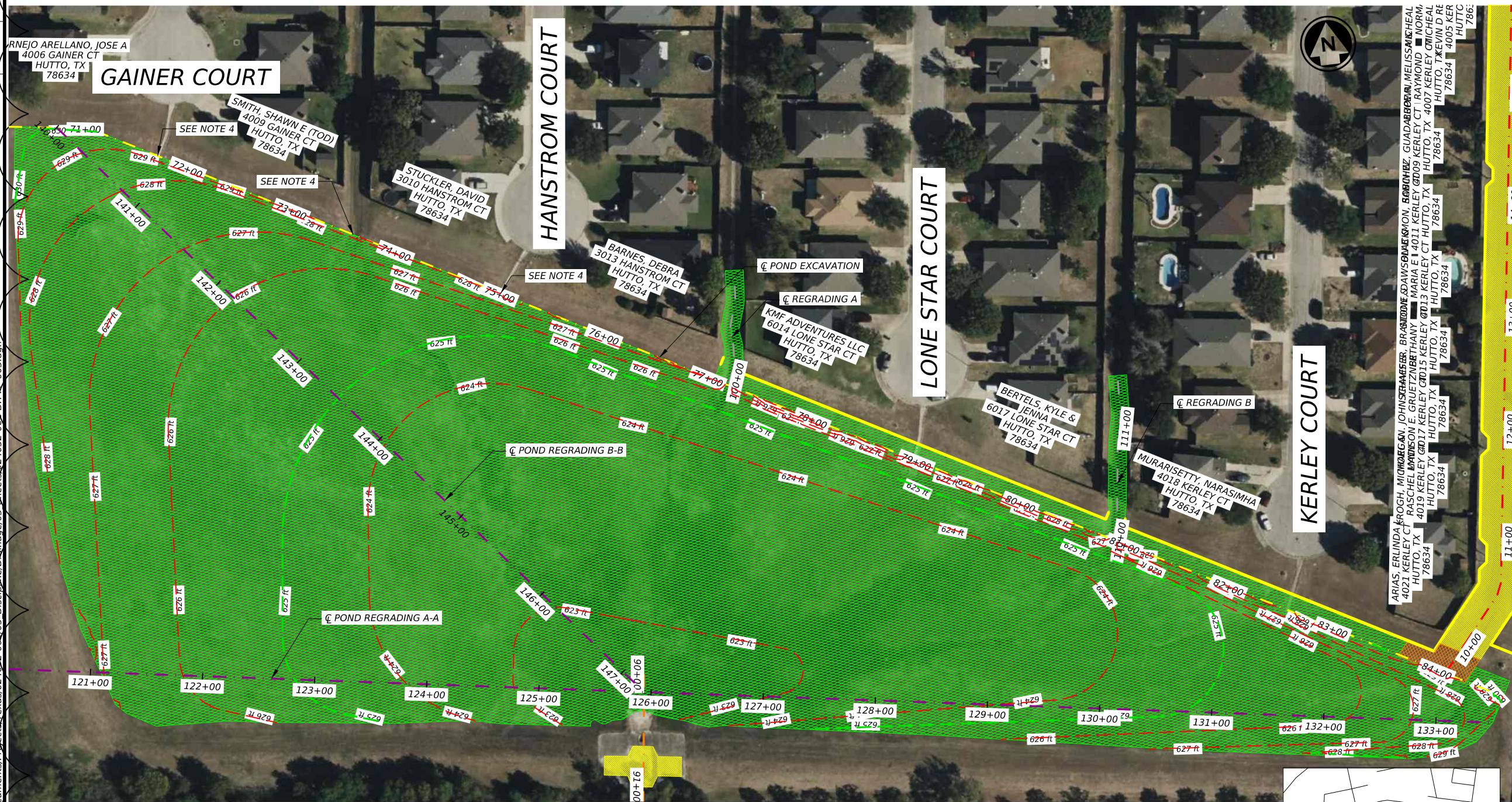
CITY OF HUTTO, TEXAS:

Mike Snyder, Mayor

ATTEST:

Laura Hallmark, City Secretary



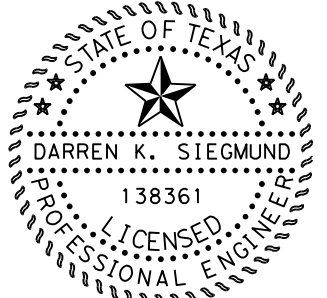
HORIZONTAL
0 50 100
SCALE IN FEET
1"=100'

LEGEND

- PARCELS
- FENCE LINE
- CONCRETE WALL
- CHNL_D ALIGN
- CHNL_E ALIGN
- CHNL_4 ALIGN
- CHNL_F ALIGN
- DETPOND_OUT ALIGN
- POND EXCAVATION
- REGRADING
- POND REGRADING
- MINOR CONTOUR
- MAJOR CONTOUR
- CONCRETE CHANNEL

NOTES:

- SEE SHEET 29 & 30 FOR RETAINING WALL ELEVATIONS.
- SEE SHEET 27 FOR REGRADING A & B ALIGNMENT AND PROFILE.
- CONTRACTOR SHALL REPLACE THE CONCRETE FLUME FOLLOWING EXCAVATION AND INSTALLATION OF THE RETAINING WALL. CONTRACTOR SHALL GRADE THE FLUME TO DRAIN FLUSH TO THE RETAINING WALL TO ENSURE POSITIVE DRAINAGE.
- CONTRACTOR SHALL FIELD VERIFY AND MATCH EXISTING CHANNEL INVERTS TO MAINTAIN POSITIVE DRAINAGE.

wsb WSB LLC
FIRM # 16849LEGENDS OF HUTTO
DRAINAGE IMPROVEMENTS -
PHASE 1POND REGRADING
DETENTION POND
PLAN

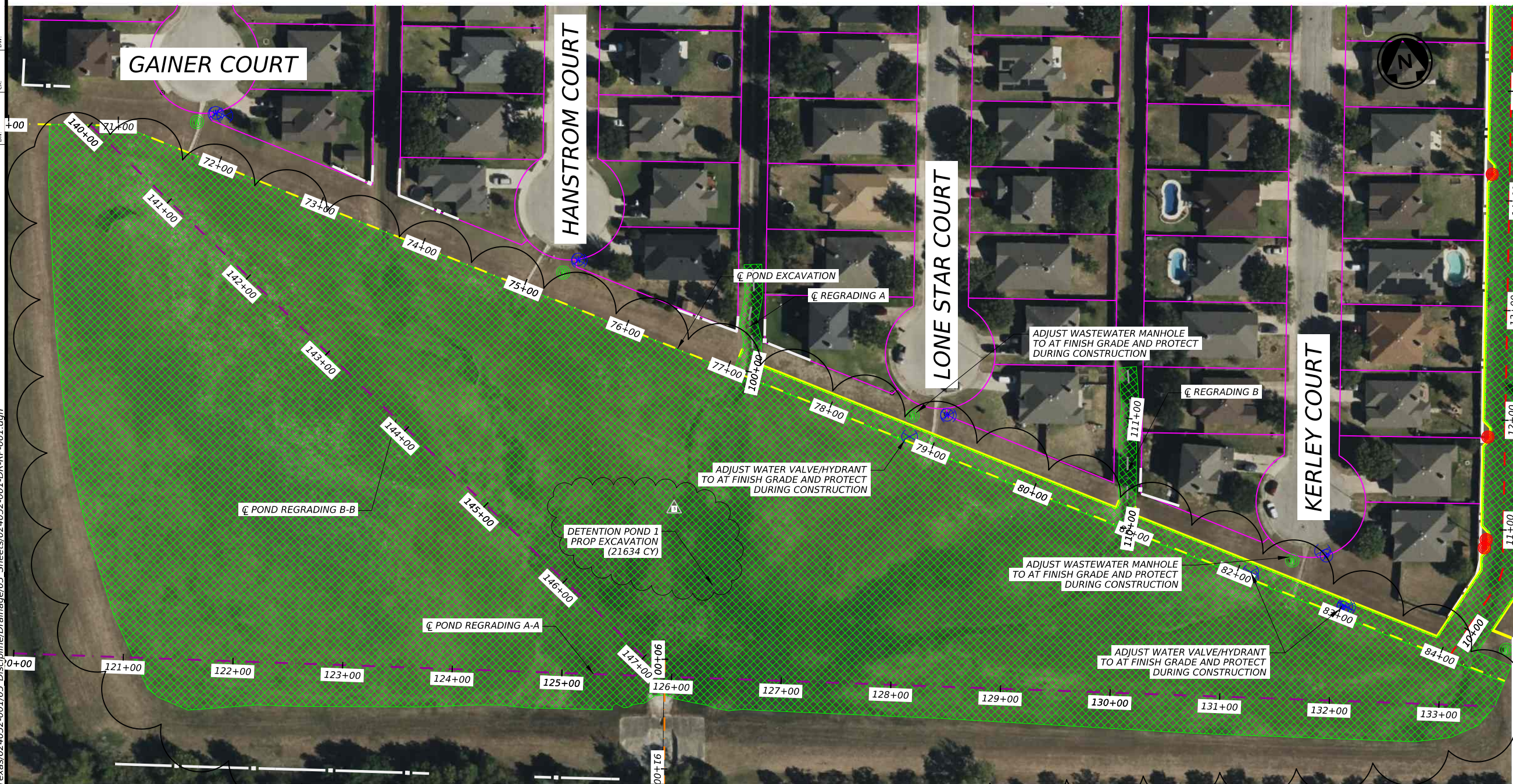
SHEET 1 OF 2

COUNTY	HIGHWAY
WILLIAMSON	-
CITY	SHEET NO.
HUTTO	31

REV. NO.	DESCRIPTION	DATE
5	RELOCATE RETAINING WALL	03/06/2026

5



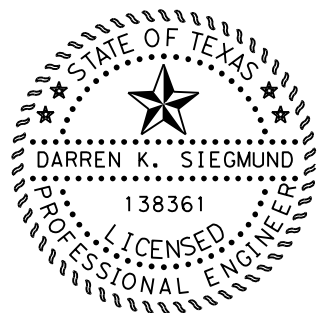


LEGEND

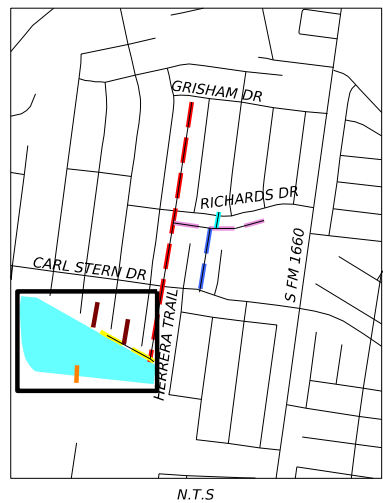
-
-  PARCELS
 CONCRETE WALL
 FENCE LINE
 CHNL_D ALIGN
 CHNL_E ALIGN
 CHNL_4 ALIGN
 CHNL_F ALIGN
 DETPOND_OUT ALIGN
 POND EXCAVATION
 POND REGRADING
 REGRADING
 EXCAVATION
 UTILITY POLE

NOTES:

1. CONTRACTOR SHALL BE AWARE OF POSSIBLE RAILROAD TIES LOCATED WITHIN THE CHANNELS. THE PRESENCE OF THESE TIES MAY IMPACT CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL COORDINATE WITH THE ENGINEER IF ANY ISSUES ARISE.



REV. NO.	DESCRIPTION	DATE
2	EARTHWORK QUANTITIES	04/29/2026
5	RELOCATE RETAINING WALL	03/06/2026



WSB LLC
FIRM # 16849

LEGENDS OF HUTTO DRAINAGE IMPROVEMENTS - PHASE 1

REMOVAL PLANS

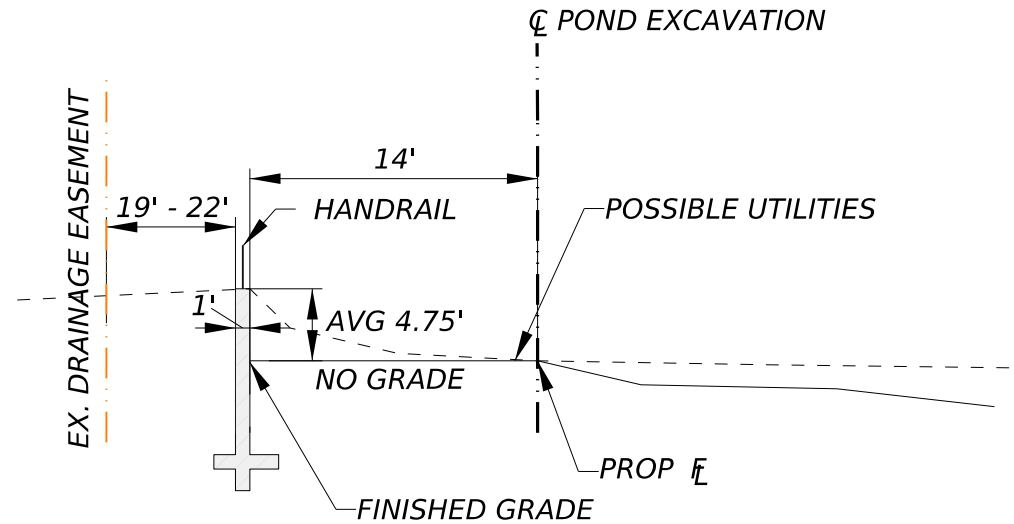
DETENTION POND

SHEET 10 OF 10

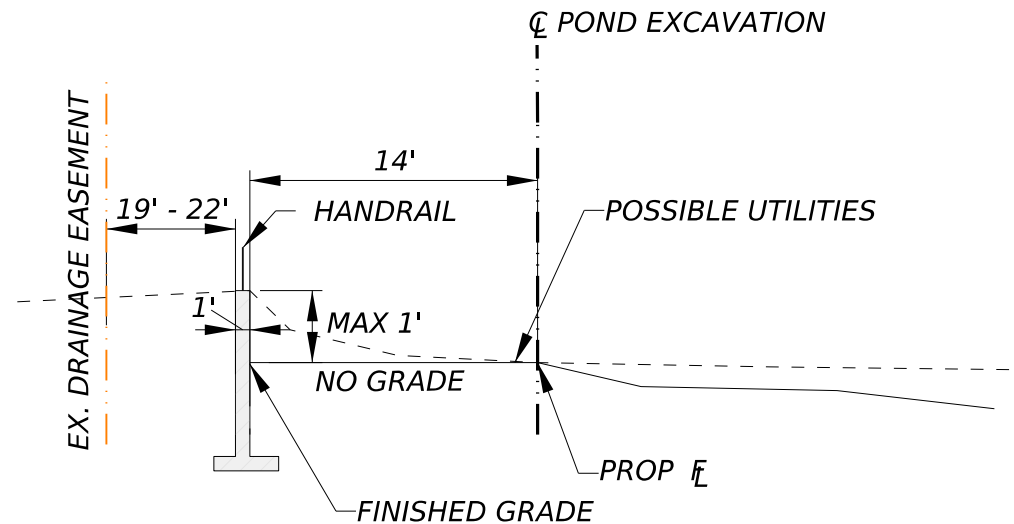
COUNTY	HIGHWAY
WILLIAMSON	-
CITY	SHEET NO.
HUTTO	42

REV. NO.	DESCRIPTION	DATE
3	TYPICAL SECTIONS	01/28/2026
5	RELOCATE RETAINING WALLS	03/06/2026

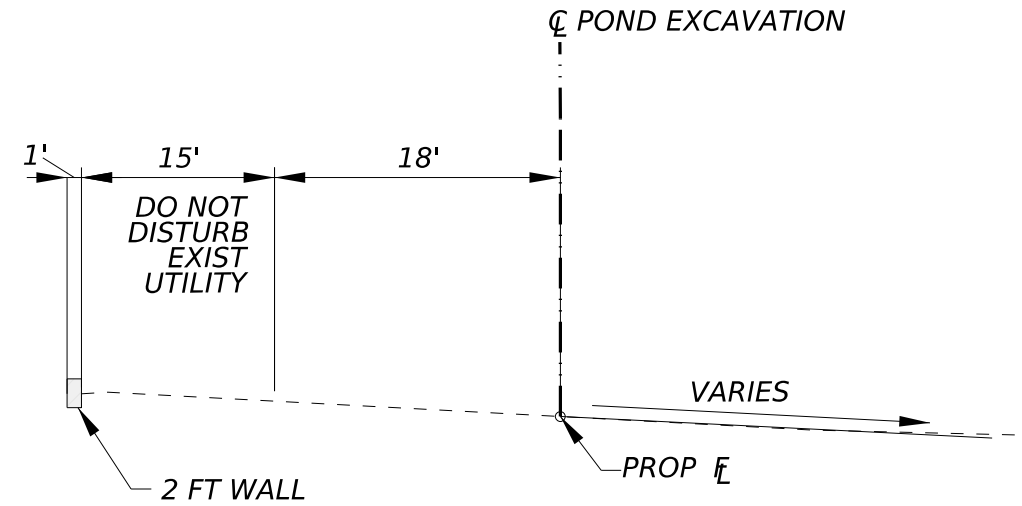
ALT BID NO.1 INCLUDES SAFETY RAILING
 ALONG BOTH SIDES OF NEW CHANNELS.
 BASE BID INCLUDES SAFETY RAILING ALONG
 ENTIRE DETENTION POND RETAINING WALL.



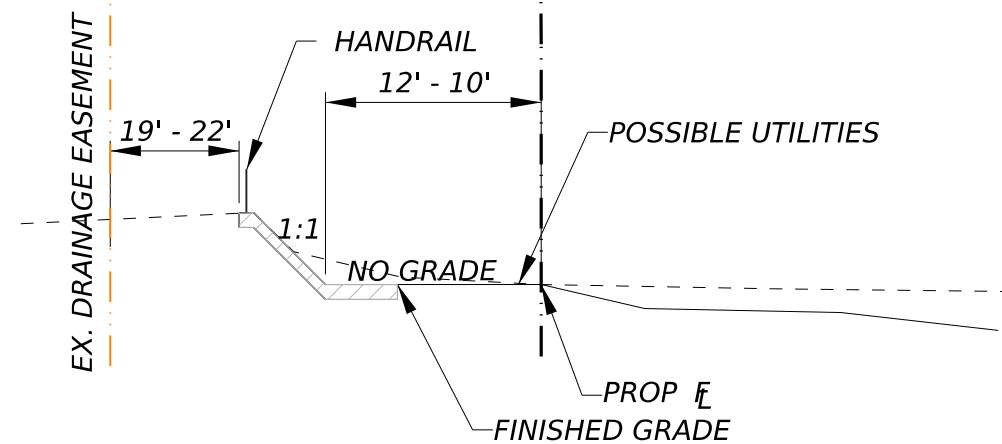
PROPOSED SECTION - POND EXCAVATION
 ☿ POND EXCAVATION STA 77+30.25 TO 80+80.25
 STA 80+94.88 TO 81+78.88,
 STA 83+78.88 TO 83+94.88



PROPOSED SECTION - POND EXCAVATION
 ☿ POND EXCAVATION STA 81+78.88 TO 82+38.88
 STA 82+70.88 TO 83+78.88



PROPOSED SECTION - POND EXCAVATION
 ☿ POND EXCAVATION STA 84+34.27 TO 84+61.99



PROPOSED SECTION - POND EXCAVATION
 ☿ POND EXCAVATION STA 82+38.88 TO 82+70.88

*RETAINING WALL SHALL BE USED WHERE THE DIFFERENCE BETWEEN
 TOP OF WALL ELEVATION AND FINISHED GRADE EXCEEDS 1'-0".
 CONCRETE WALL SHALL BE USED WHERE THE DIFFERENCE BETWEEN
 TOP OF WALL ELEVATION AND FINISHED GRADE IS LESS THAN 1'-0".



WSB LLC
 FIRM # 16849

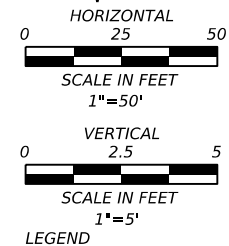
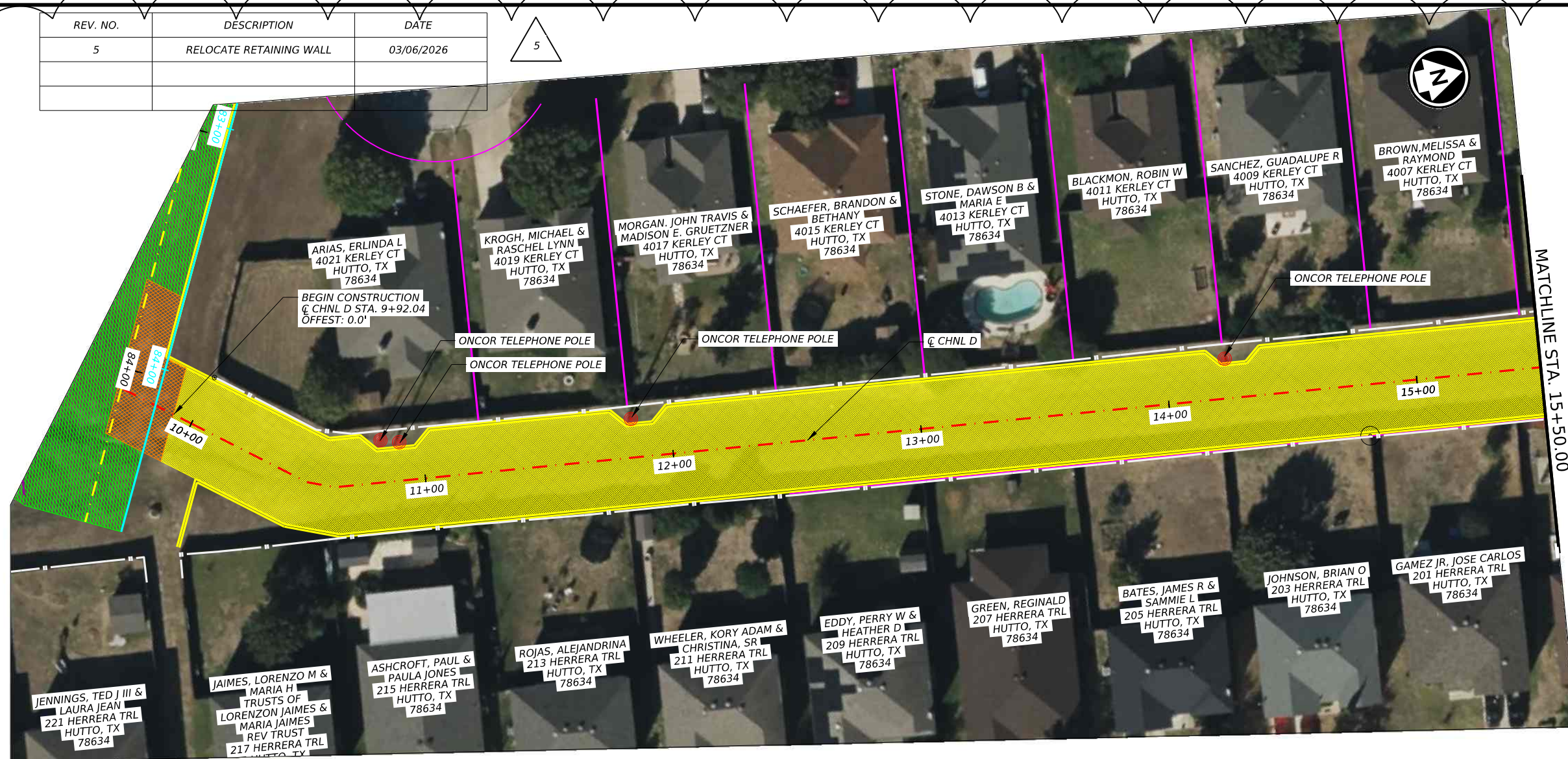
LEGENDS OF HUTTO
 DRAINAGE IMPROVEMENTS -
 PHASE 1
 PROPOSED
 TYPICAL SECTIONS

SHEET 3 OF 4

COUNTY	HIGHWAY
WILLIAMSON	-
CITY	SHEET NO.
HUTTO	13

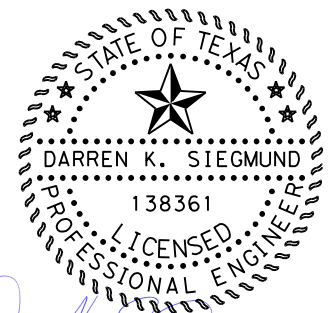
REV. NO.	DESCRIPTION	DATE
5	RELOCATE RETAINING WALL	03/06/2026

5



- LEGEND
- PARCELS
 - CONCRETE WALL
 - PROPERTY FENCE
 - PROPOSED EASEMENT
 - CHNL_D ALIGN
 - CHNL_E ALIGN
 - CHNL_4 ALIGN
 - CHNL_F ALIGN
 - DETPOND_OUT ALIGN
 - POND EXCAVATION
 - TOP OF WALL
 - POND REGRADING
 - REGRADING
 - CONCRETE CHANNEL
 - GROUTED RIPRAP
 - REGRADING CHANNEL

- NOTES:
- CONTRACTOR IS REQUIRED TO CONTACT TEXAS 811 AND LOCATE ALL EXISTING UTILITIES PRIOR TO COMMENCING ANY WORK
 - CONTRACTOR SHALL MATCH INVERTS AND FLOWLINES OF EXISTING CULVERTS. EXISTING CULVERTS SHALL NOT BE MODIFIED OR DAMAGED
 - REFER TO PAGE 106 FOR GUIDANCE ON TELEPHONE POLE PROTECTION.



CITY OF
HUTTO

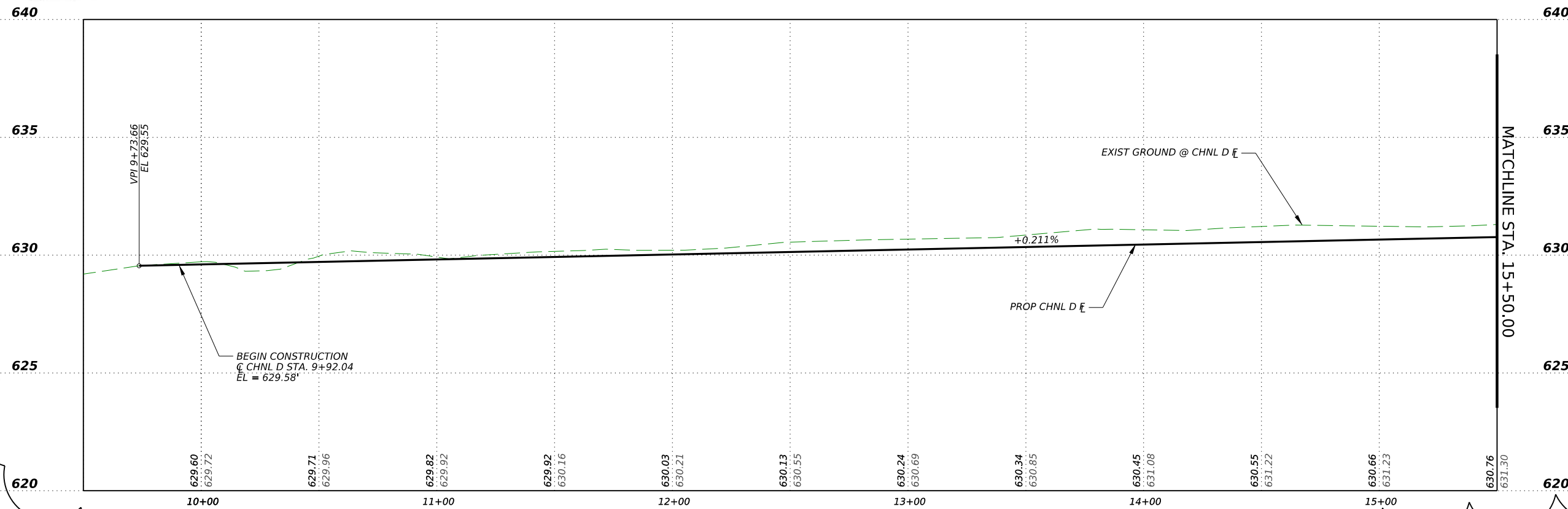
wsb
WSB LLC
FIRM # 16849

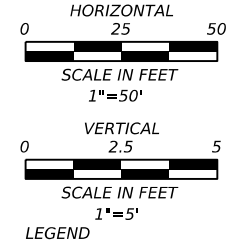
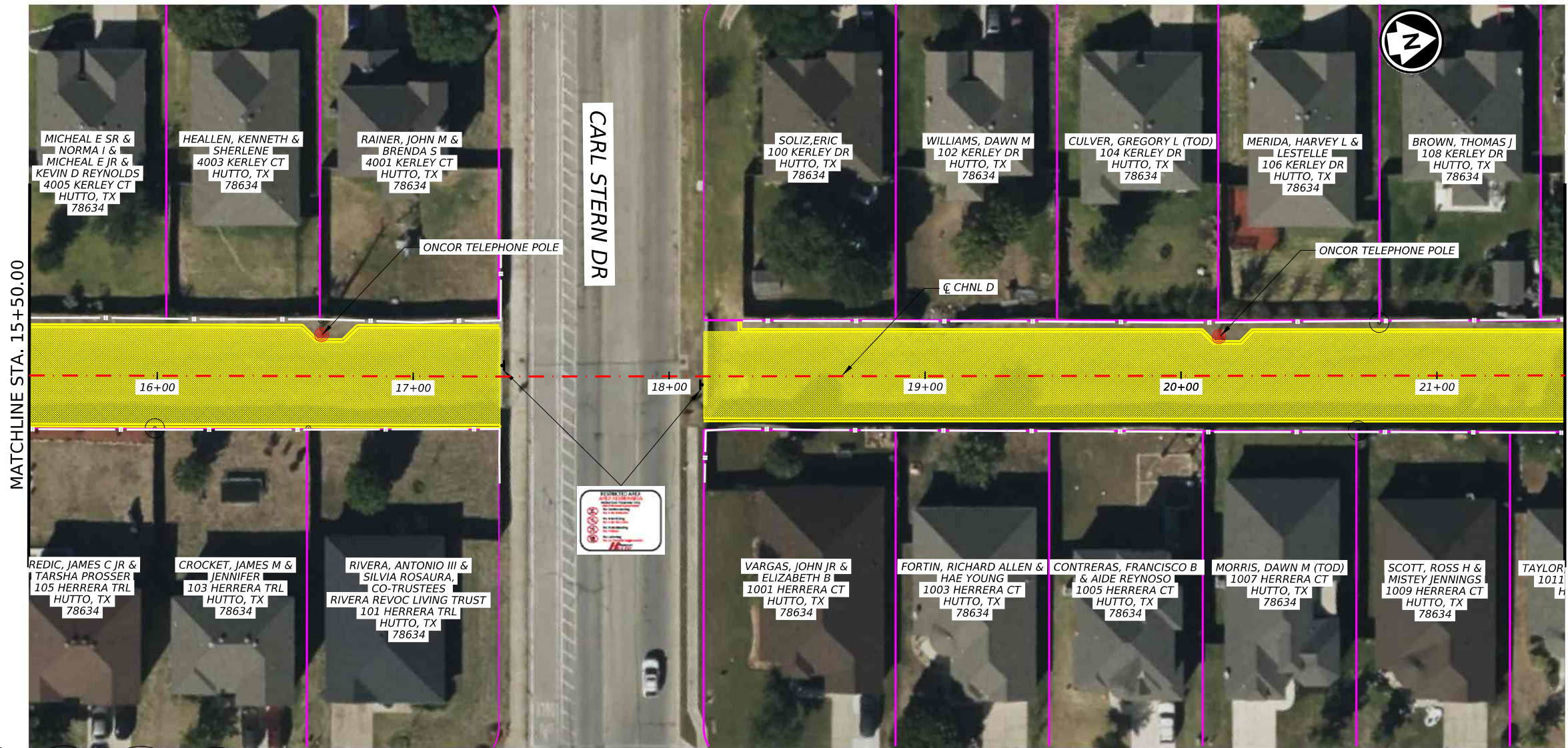
LEGENDS OF HUTTO
DRAINAGE IMPROVEMENTS
PHASE 1

PLAN AND PROFILE
BEGIN TO STA. 15+50

COUNTY	HIGHWAY
WILLIAMSON	-
CITY	SHEET NO.
HUTTO	15

SHEET 1 OF 16





- LEGEND
- PARCELS
 - CONCRETE WALL
 - PROPERTY FENCE
 - PROPOSED EASEMENT
 - CHNL_D ALIGN
 - CHNL_E ALIGN
 - CHNL_4 ALIGN
 - CHNL_F ALIGN
 - DETPOND_OUT ALIGN
 - POND EXCAVATION
 - TOP OF WALL
 - POND REGRAIDING
 - REGRAIDING
 - CONCRETE CHANNEL
 - GROUTED RIPRAP
 - REGRAIDING CHANNEL

- NOTES:
- CONTRACTOR IS REQUIRED TO CONTACT TEXAS 811 AND LOCATE ALL EXISTING UTILITIES PRIOR TO COMMENCING ANY WORK
 - CONTRACTOR SHALL MATCH INVERTS AND FLOWLINES OF EXISTING CULVERTS. EXISTING CULVERTS SHALL NOT BE MODIFIED OR DAMAGED
 - SEE SHEET 97 & 98 FOR SMALL SIGN DETAIL
 - REFER TO PAGE 106 FOR GUIDANCE ON TELEPHONE POLE PROTECTION.



CITY OF HUTTO

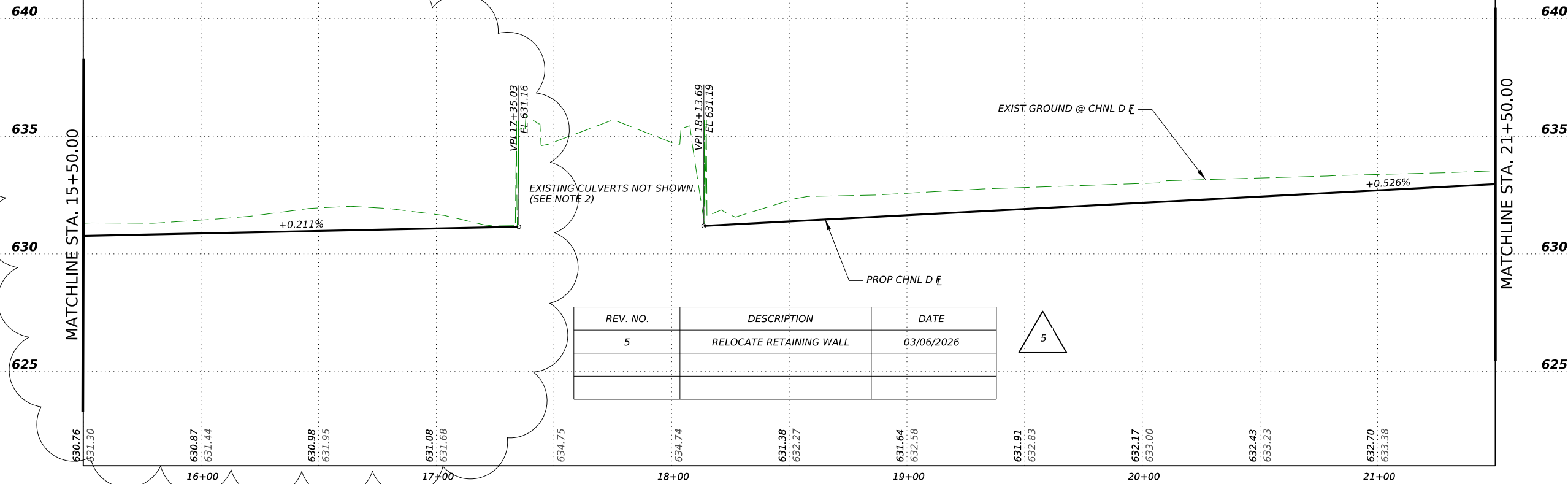
wsb WSB LLC
FIRM # 16849

LEGENDS OF HUTTO DRAINAGE IMPROVEMENTS - PHASE 1

PLAN AND PROFILE
STA. 15+50 TO STA. 21+50

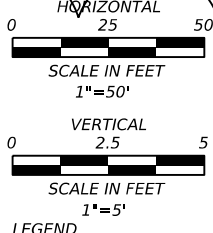
SHEET 2 OF 16

COUNTY	WILLIAMSON	HIGHWAY	-
CITY	HUTTO	SHEET NO.	16



REV. NO.	DESCRIPTION	DATE
5	RELOCATE RETAINING WALL	03/06/2026

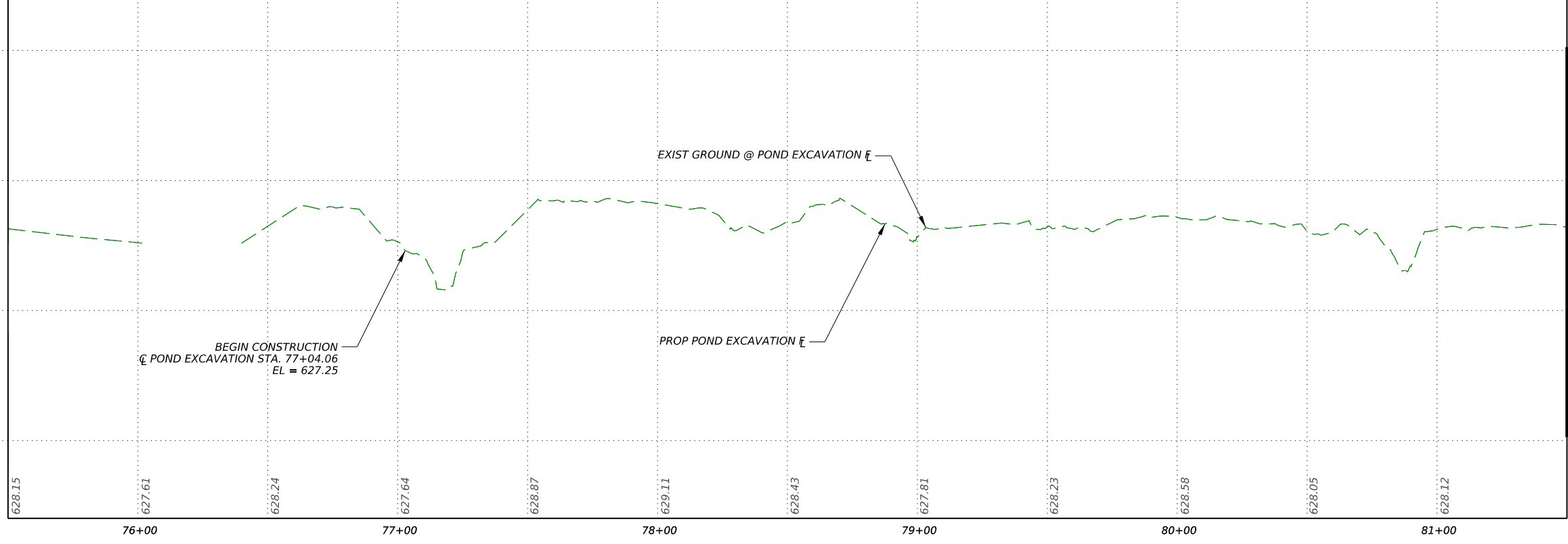




- LEGEND
- PARCELS
 - CONCRETE WALL
 - PROPERTY FENCE
 - PROPOSED EASEMENT
 - CHNL_D ALIGN
 - CHNL_E ALIGN
 - CHNL_4 ALIGN
 - CHNL_F ALIGN
 - DETPOUND_OUT ALIGN
 - POND EXCAVATION
 - TOP OF WALL
 - POND REGRADING
 - REGRADING
 - CONCRETE CHANNEL
 - GROUTED RIPRAP
 - REGRADING CHANNEL

- NOTES:
- CONTRACTOR IS REQUIRED TO CONTACT TEXAS 811 AND LOCATE ALL EXISTING UTILITIES PRIOR TO COMMENCING ANY WORK
 - CONTRACTOR SHALL MATCH INVERTS AND FLOWLINES OF EXISTING CULVERTS. EXISTING CULVERTS SHALL NOT BE MODIFIED OR DAMAGED
 - SEE SHEET 97 & 98 FOR SMALL SIGN DETAIL

REV. NO.	DESCRIPTION	DATE
5	RELOCATE RETAINING WALL	03/06/2026



HUTTO CITY OF

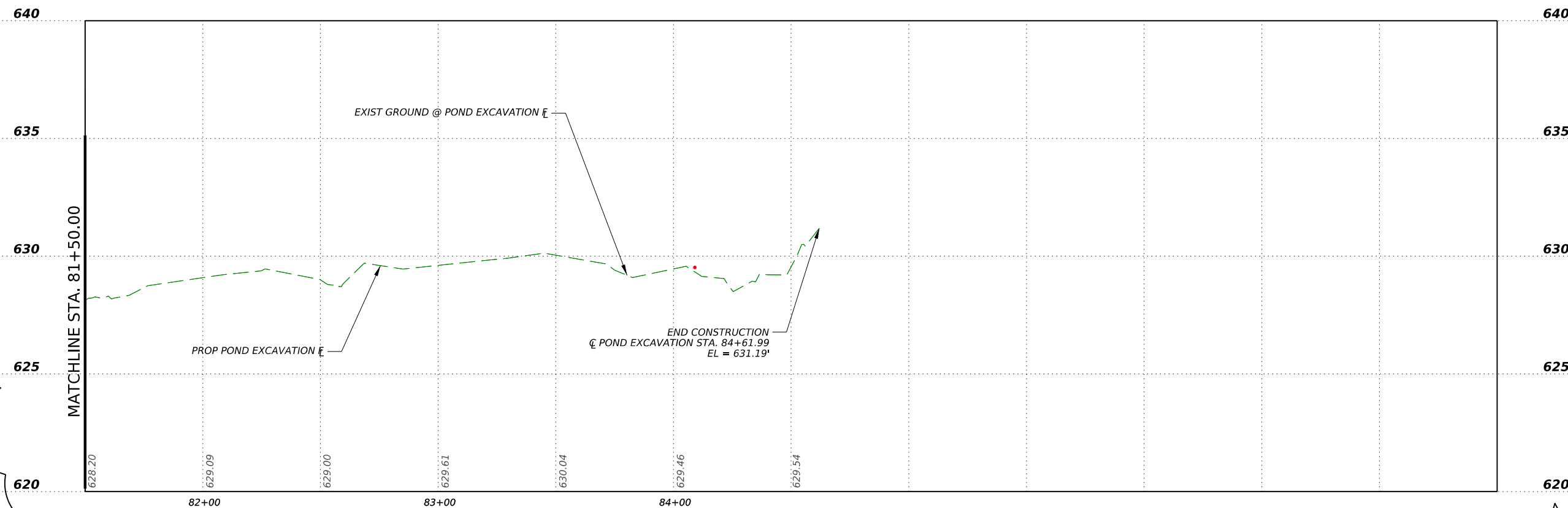
wsb WSB LLC FIRM # 16849

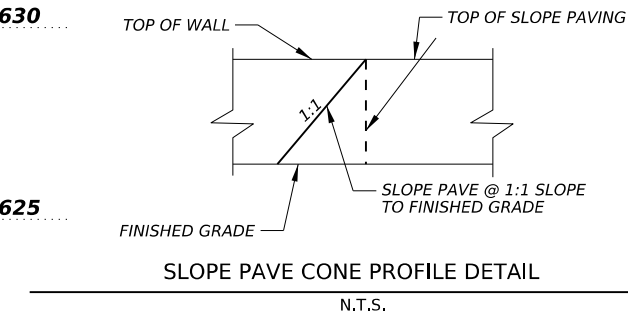
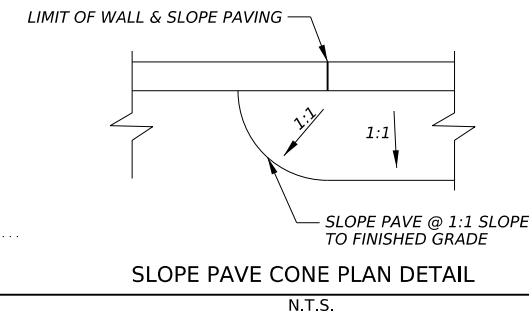
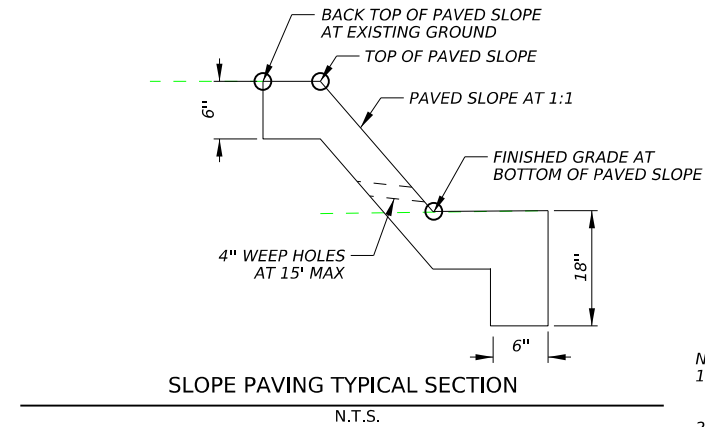
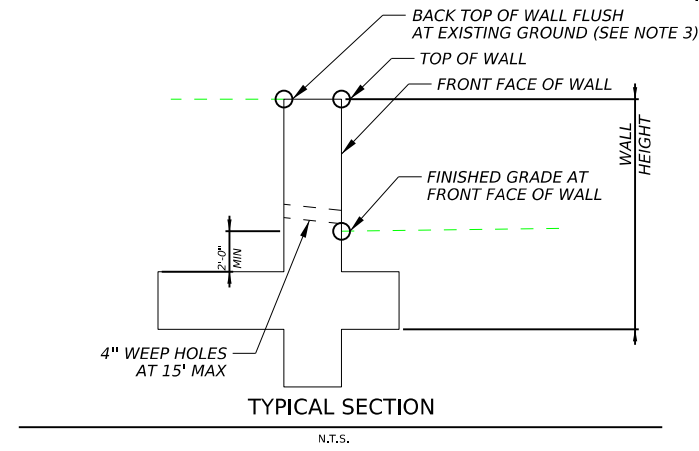
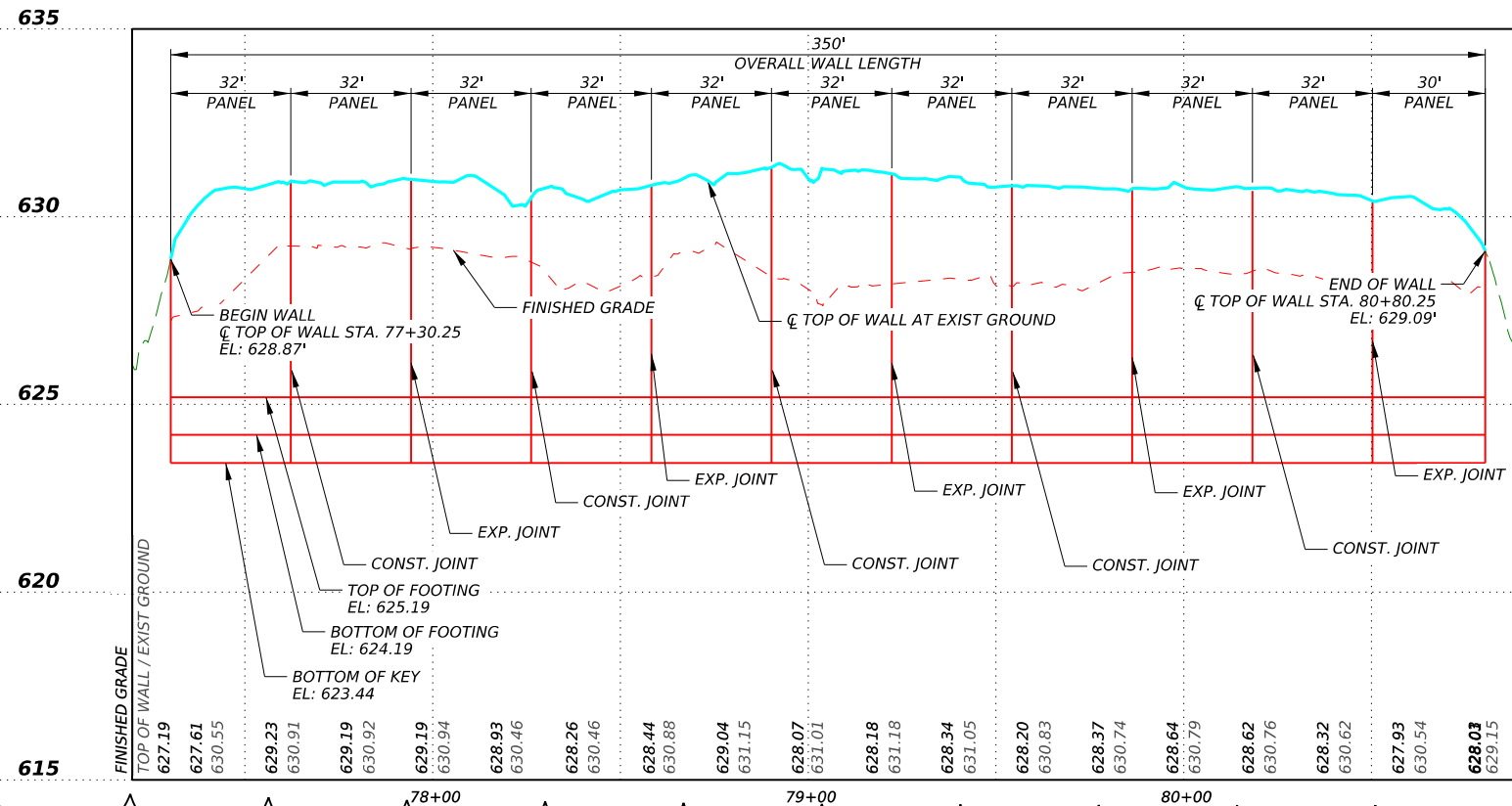
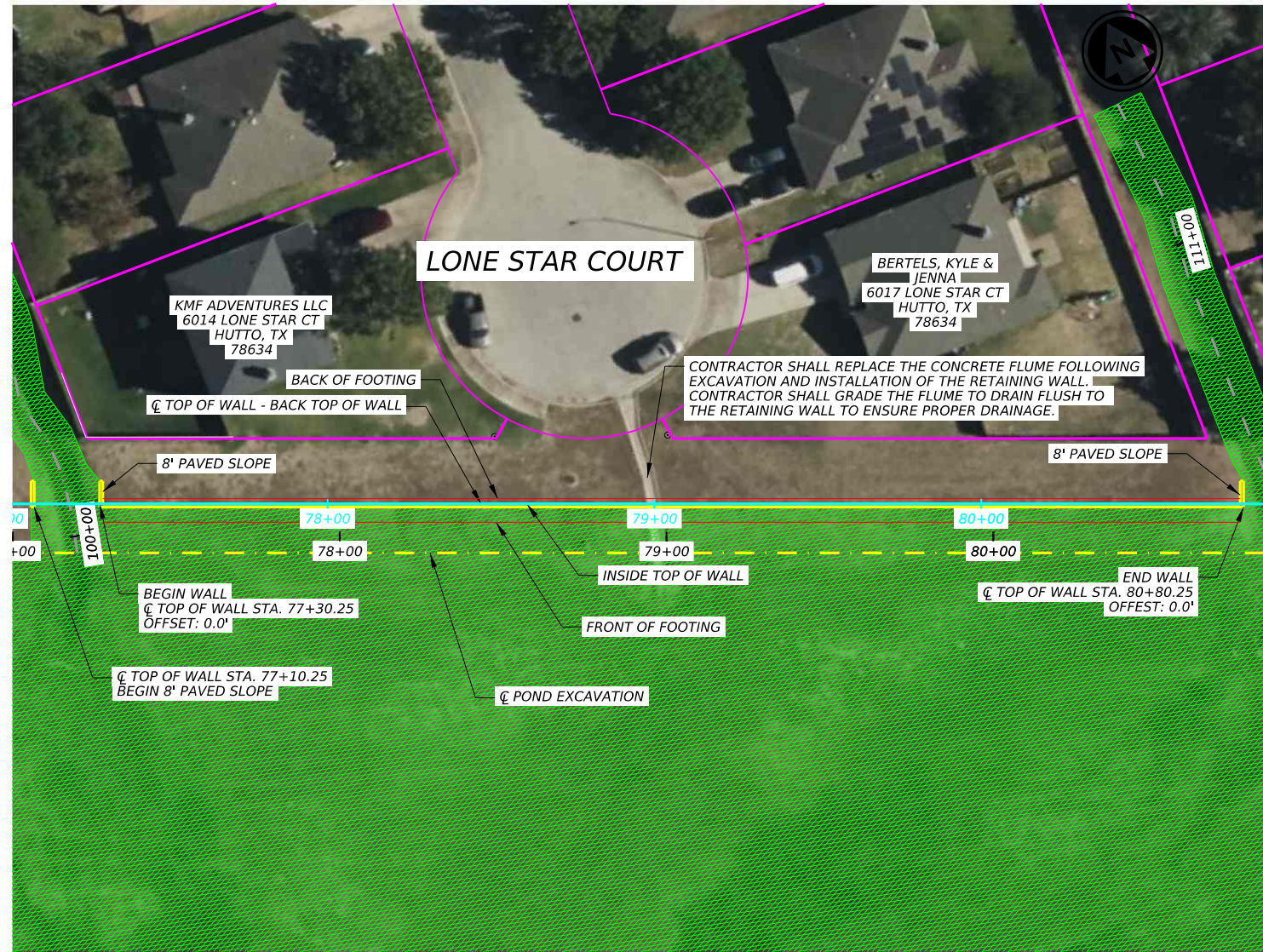
LEGENDS OF HUTTO DRAINAGE IMPROVEMENTS PHASE 1

PLAN AND PROFILE
STA. 75+50 TO 81+50

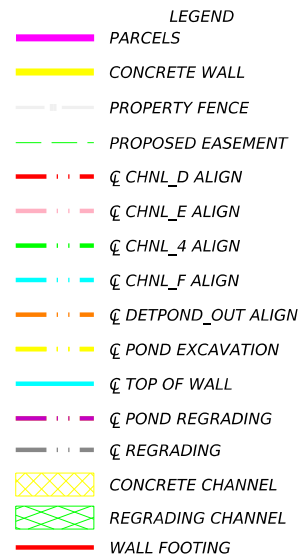
SHEET 11 OF 16

COUNTY	HIGHWAY
WILLIAMSON	
CITY	SHEET NO.
HUTTO	25

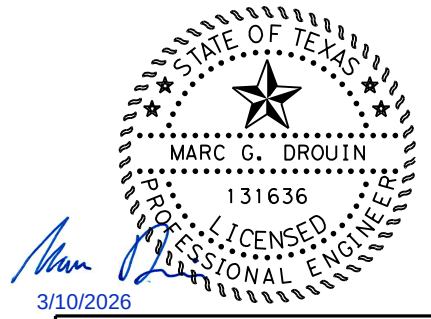




REV. NO.	DESCRIPTION	DATE
5	RELOCATE RETAINING WALL	03/06/2026



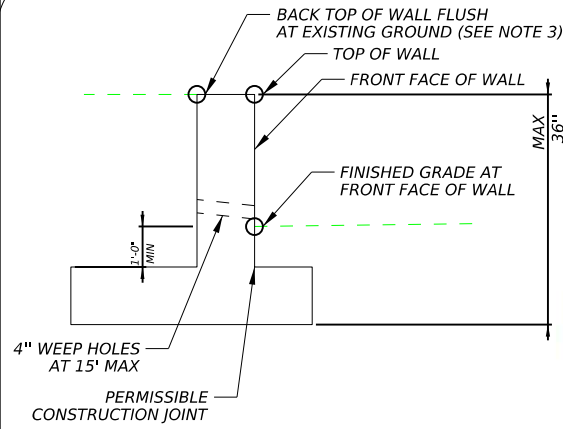
- NOTES:
- CONTRACTOR IS REQUIRED TO CONTACT TEXAS 811 AND LOCATE ALL EXISTING UTILITIES PRIOR TO COMMENCING ANY WORK.
 - CONTRACTOR SHALL MATCH INVERTS AND FLOWLINES OF EXISTING CULVERTS. EXISTING CULVERTS SHALL NOT BE MODIFIED OR DAMAGED.
 - TO AVOID SHARP CUTS IN THE WALL, THE CONTRACTOR SHALL CONSTRUCT THE TOP OF THE WALL AT THEIR DISCRETION TO ENSURE A SMOOTH TRANSITION WITH EXISTING GROUND AND TO MAINTAIN POSITIVE DRAINAGE OVER THE WALL. NO AREAS OF PONDING SHALL BE ALLOWED TO DEVELOP BEHIND THE WALL.



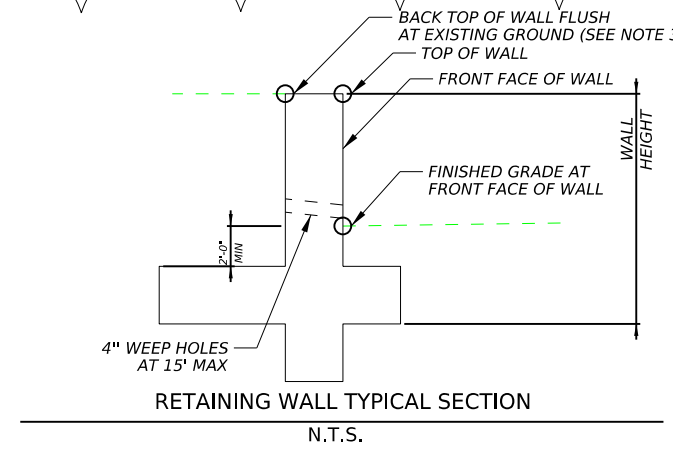
LEGENDS OF HUTTO DRAINAGE IMPROVEMENTS - PHASE 1

PLAN AND PROFILE STA. 77+30.25 TO 80+80.25 RET WALL 1

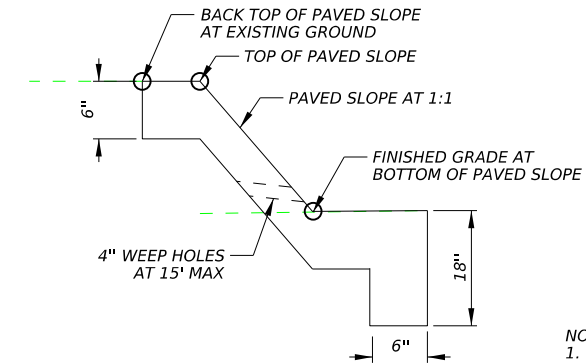
COUNTY	WILLIAMSON	CITY	HUTTO
SHEET NO.	29		



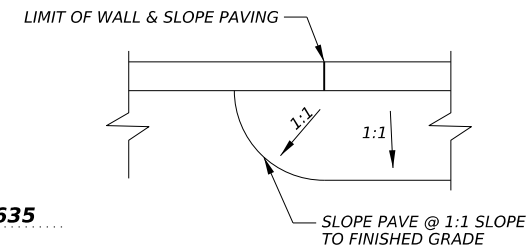
CONCRETE WALL TYPICAL SECTION
N.T.S.



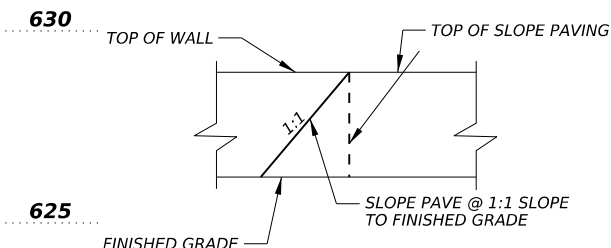
RETAINING WALL TYPICAL SECTION
N.T.S.



SLOPE PAVING TYPICAL SECTION
N.T.S.

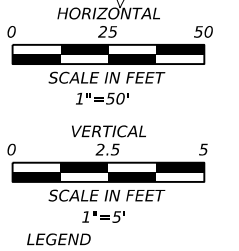


SLOPE PAVE CONE PLAN DETAIL
N.T.S.



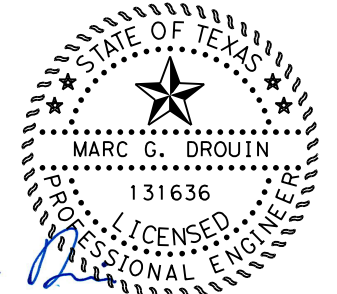
SLOPE PAVE CONE PROFILE DETAIL
N.T.S.

REV. NO.	DESCRIPTION	DATE
4	PAVED SLOPE	02/16/2026
5	RELOCATE RETAINING WALL	03/06/2026



- LEGEND
- PARCELS
 - CONCRETE WALL
 - PROPERTY FENCE
 - PROPOSED EASEMENT
 - CHNL_D ALIGN
 - CHNL_E ALIGN
 - CHNL_4 ALIGN
 - CHNL_F ALIGN
 - DETPOND_OUT ALIGN
 - POND EXCAVATION
 - TOP OF WALL
 - POND REGRADING
 - REGRADING
 - CONCRETE CHANNEL
 - REGRADING CHANNEL
 - WALL FOOTING

- NOTES:
- CONTRACTOR IS REQUIRED TO CONTACT TEXAS 811 AND LOCATE ALL EXISTING UTILITIES PRIOR TO COMMENCING ANY WORK
 - CONTRACTOR SHALL MATCH INVERTS AND FLOWLINES OF EXISTING CULVERTS. EXISTING CULVERTS SHALL NOT BE MODIFIED OR DAMAGED
 - TO AVOID SHARP CUTS IN THE WALL, THE CONTRACTOR SHALL CONSTRUCT THE TOP OF THE WALL AT THEIR DISCRETION TO ENSURE A SMOOTH TRANSITION WITH EXISTING GROUND AND TO MAINTAIN POSITIVE DRAINAGE OVER THE WALL. NO AREAS OF PONDING SHALL BE ALLOWED TO DEVELOP BEHIND THE WALL.



wsb WSB LLC
FIRM # 16849

LEGENDS OF HUTTO
DRAINAGE IMPROVEMENTS -
PHASE 1

PLAN AND PROFILE
STA. 80+94.88 TO 83+94.88
RET WALL 2

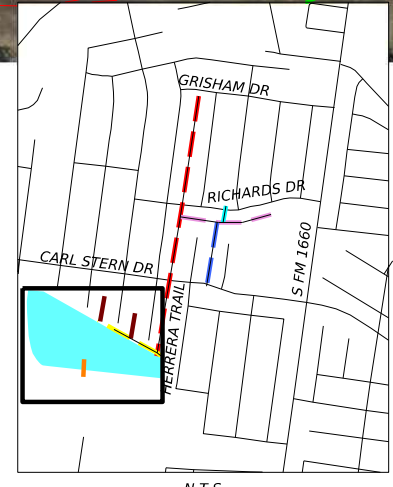
SHEET 16 OF 16	
COUNTY	HIGHWAY
WILLIAMSON	-
CITY	SHEET NO.
HUTTO	30



- LEGEND
- PARCELS
 - FENCE LINE
 - CONCRETE WALL
 - CHNL_D ALIGN
 - CHNL_E ALIGN
 - CHNL_4 ALIGN
 - CHNL_F ALIGN
 - DETPOND_OUT ALIGN
 - POND EXCAVATION
 - REGRADING
 - POND REGRADING
 - MINOR CONTOUR
 - MAJOR CONTOUR
 - CONCRETE CHANNEL
- NOTES:
- SEE SHEET 29 & 30 FOR RETAINING WALL ELEVATIONS.
 - SEE SHEET 27 FOR REGRADING A & B ALIGNMENT AND PROFILE.
 - CONTRACTOR SHALL REPLACE THE CONCRETE FLUME FOLLOWING EXCAVATION AND INSTALLATION OF THE RETAINING WALL. CONTRACTOR SHALL GRADE THE FLUME TO DRAIN FLUSH TO THE RETAINING WALL TO ENSURE POSITIVE DRAINAGE.
 - CONTRACTOR SHALL FIELD VERIFY AND MATCH EXISTING CHANNEL INVERTS TO MAINTAIN POSITIVE DRAINAGE.

STATE OF TEXAS
DARREN K. SIEGMUND
138361
LICENSED PROFESSIONAL ENGINEER
3/10/2026

REV. NO.	DESCRIPTION	DATE
5	RELOCATE RETAINING WALL	03/06/2026



HUTTO CITY OF

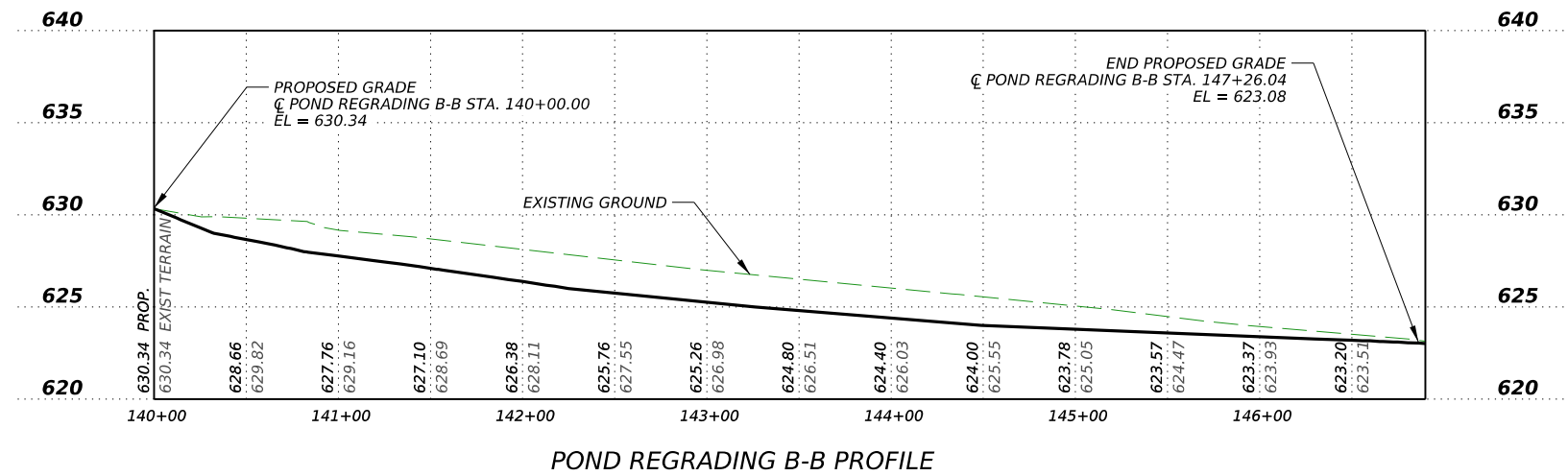
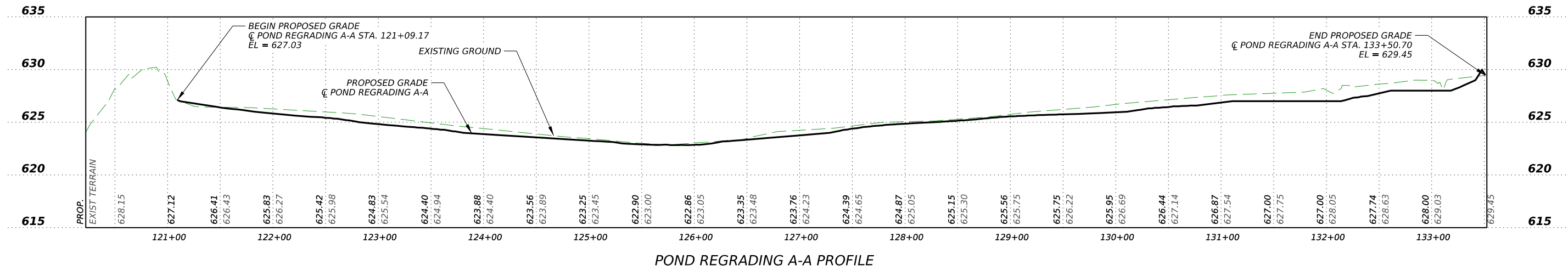
wsb WSB LLC
FIRM # 16849

LEGENDS OF HUTTO
DRAINAGE IMPROVEMENTS -
PHASE 1

POND REGRADING
DETENTION POND
PLAN

SHEET 1 OF 2

COUNTY	HIGHWAY
WILLIAMSON	-
CITY	SHEET NO.
HUTTO	31



STATE OF TEXAS
DARREN K. SIEGMUND
138361
PROFESSIONAL ENGINEER
3/10/2026



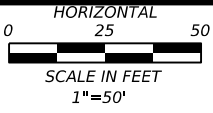
wsb WSB LLC
FIRM # 16849

LEGENDS OF HUTTO
DRAINAGE IMPROVEMENTS
PHASE 1

POND REGRADING
DETENTION POND
PROFILE

SHEET 2 OF 4	
COUNTY	HIGHWAY
WILLIAMSON	-
CITY	SHEET NO.
HUTTO	32

REV. NO.	DESCRIPTION	DATE
5	RELOCATE RETAINING WALL	03/06/2026



REV. NO.	DESCRIPTION	DATE
2	EARTHWORK QUANTITIES	11/19/2025
5	RELOCATE RETAINING WALL	03/06/2026

- LEGEND
- PARCELS
 - CONCRETE WALL
 - FENCE LINE
 - CHNL_D ALIGN
 - CHNL_E ALIGN
 - CHNL_4 ALIGN
 - CHNL_F ALIGN
 - DETPOND_OUT ALIGN
 - POND EXCAVATION
 - POND REGRADING
 - REGRADING
 - EXCAVATION
 - UTILITY POLE

- NOTES:
- CONTRACTOR SHALL BE AWARE OF POSSIBLE RAILROAD TIES LOCATED WITHIN THE CHANNELS. THE PRESENCE OF THESE TIES MAY IMPACT CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL COORDINATE WITH THE ENGINEER IF ANY ISSUES ARISE.



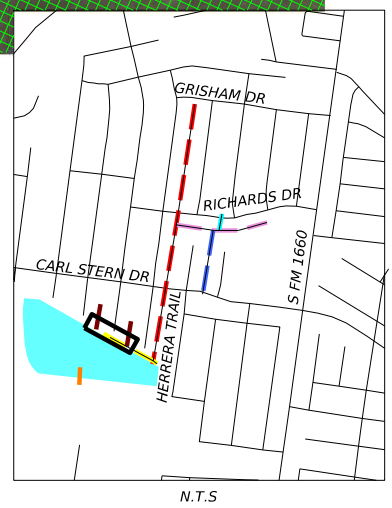
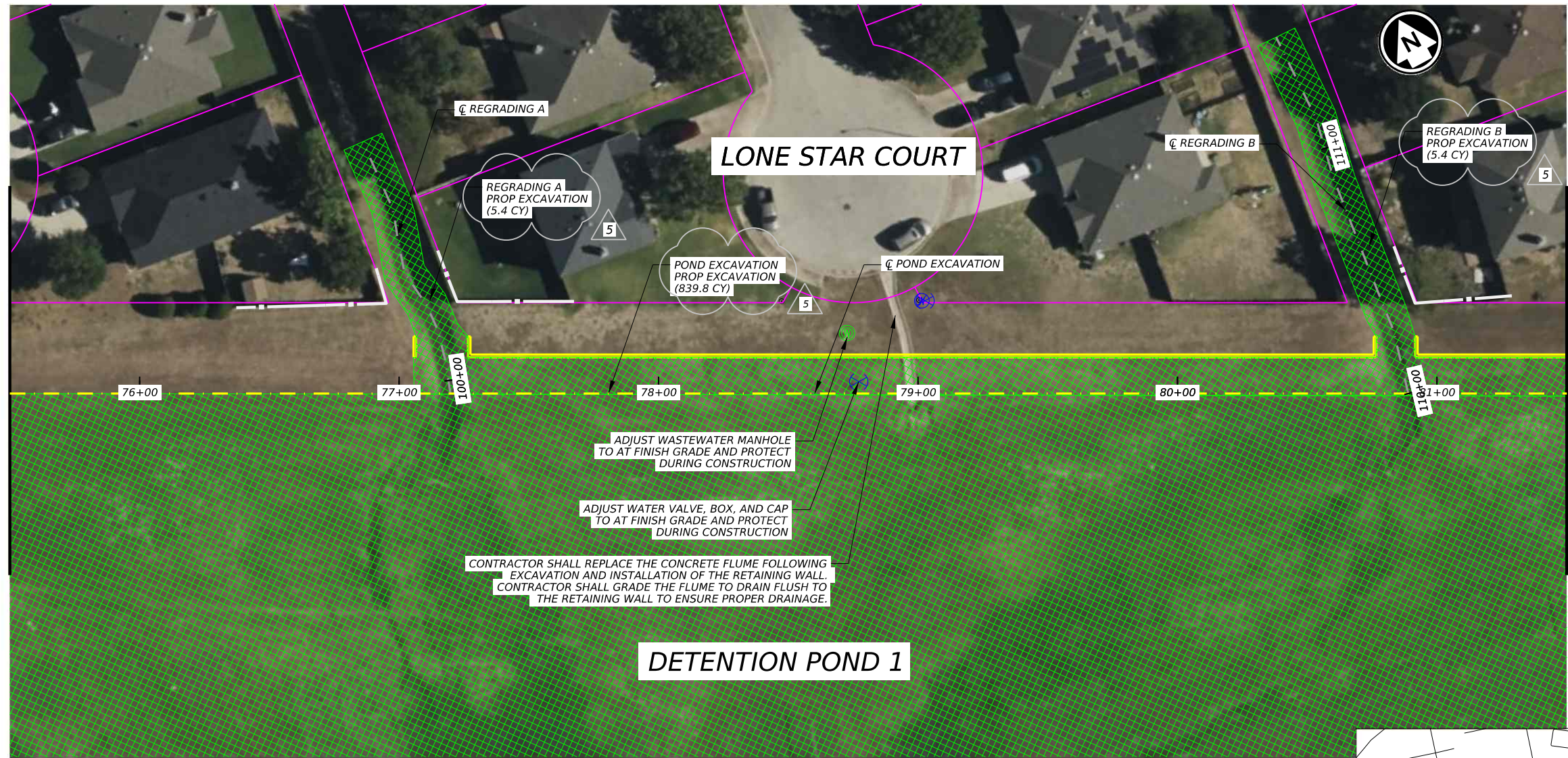
WSB LLC
FIRM # 16849

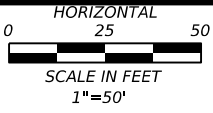
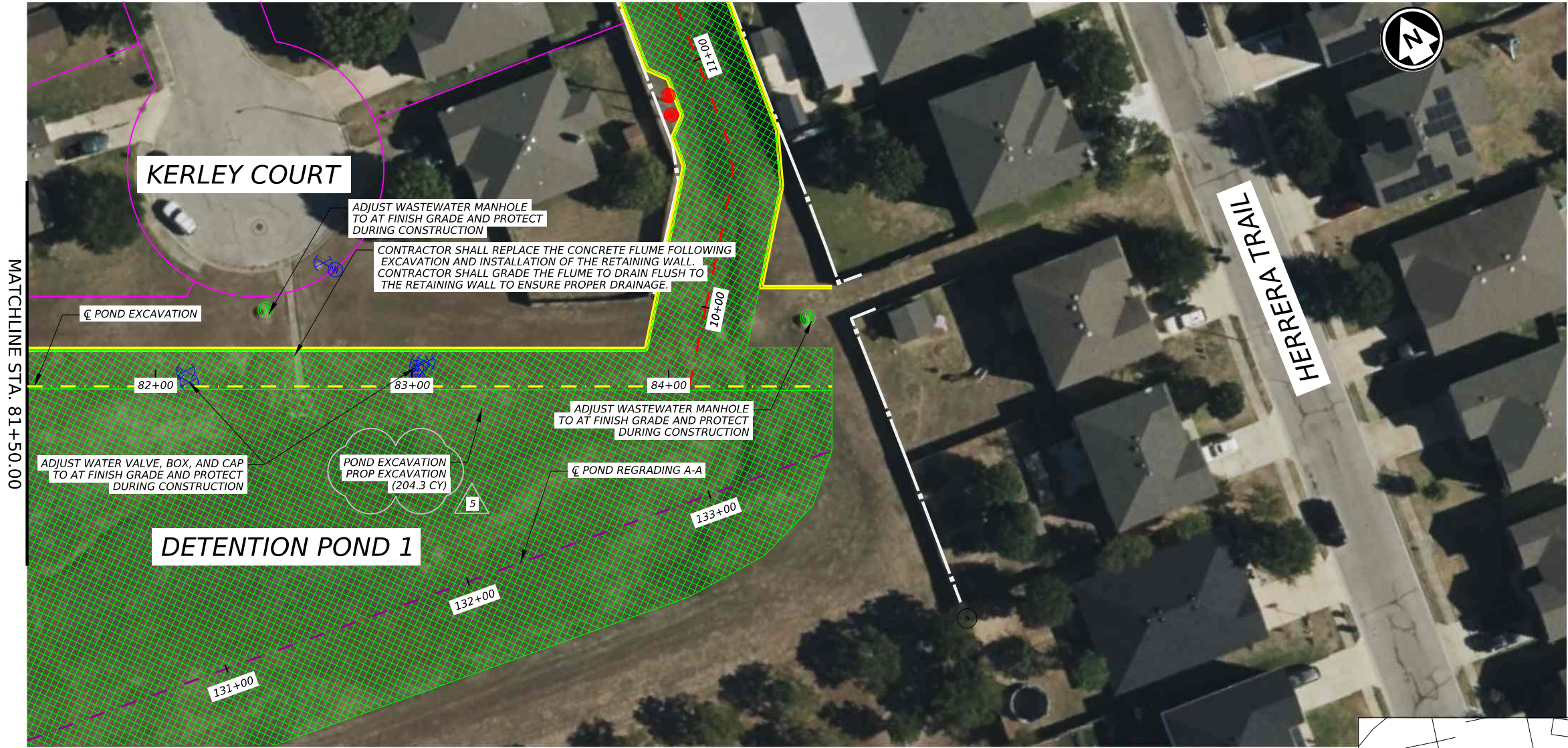
LEGENDS OF HUTTO
DRAINAGE IMPROVEMENTS -
PHASE 1

REMOVAL PLANS
STA 75+50 TO STA. 81+50

SHEET 8 OF 10

COUNTY	HIGHWAY
WILLIAMSON	-
CITY	SHEET NO.
HUTTO	40

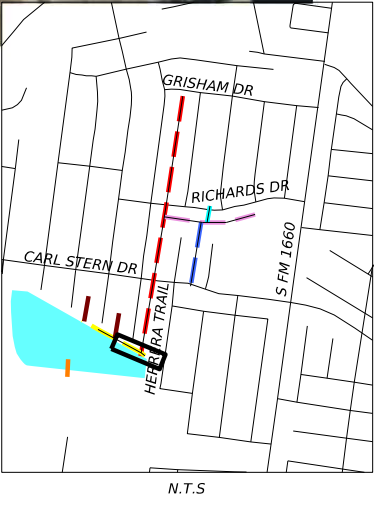




REV. NO.	DESCRIPTION	DATE
2	EARTHWORK QUANTITIES	11/19/2025
5	RELOCATE RETAINING WALL	03/06/2026

- LEGEND
- PARCELS
 - CONCRETE WALL
 - FENCE LINE
 - CHNL_D ALIGN
 - CHNL_E ALIGN
 - CHNL_4 ALIGN
 - CHNL_F ALIGN
 - DETPOND_OUT ALIGN
 - POND EXCAVATION
 - POND REGRADING
 - REGRADING
 - EXCAVATION
 - UTILITY POLE

- NOTES:
- CONTRACTOR SHALL BE AWARE OF POSSIBLE RAILROAD TIES LOCATED WITHIN THE CHANNELS. THE PRESENCE OF THESE TIES MAY IMPACT CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL COORDINATE WITH THE ENGINEER IF ANY ISSUES ARISE.





CITY OF
HUTTO



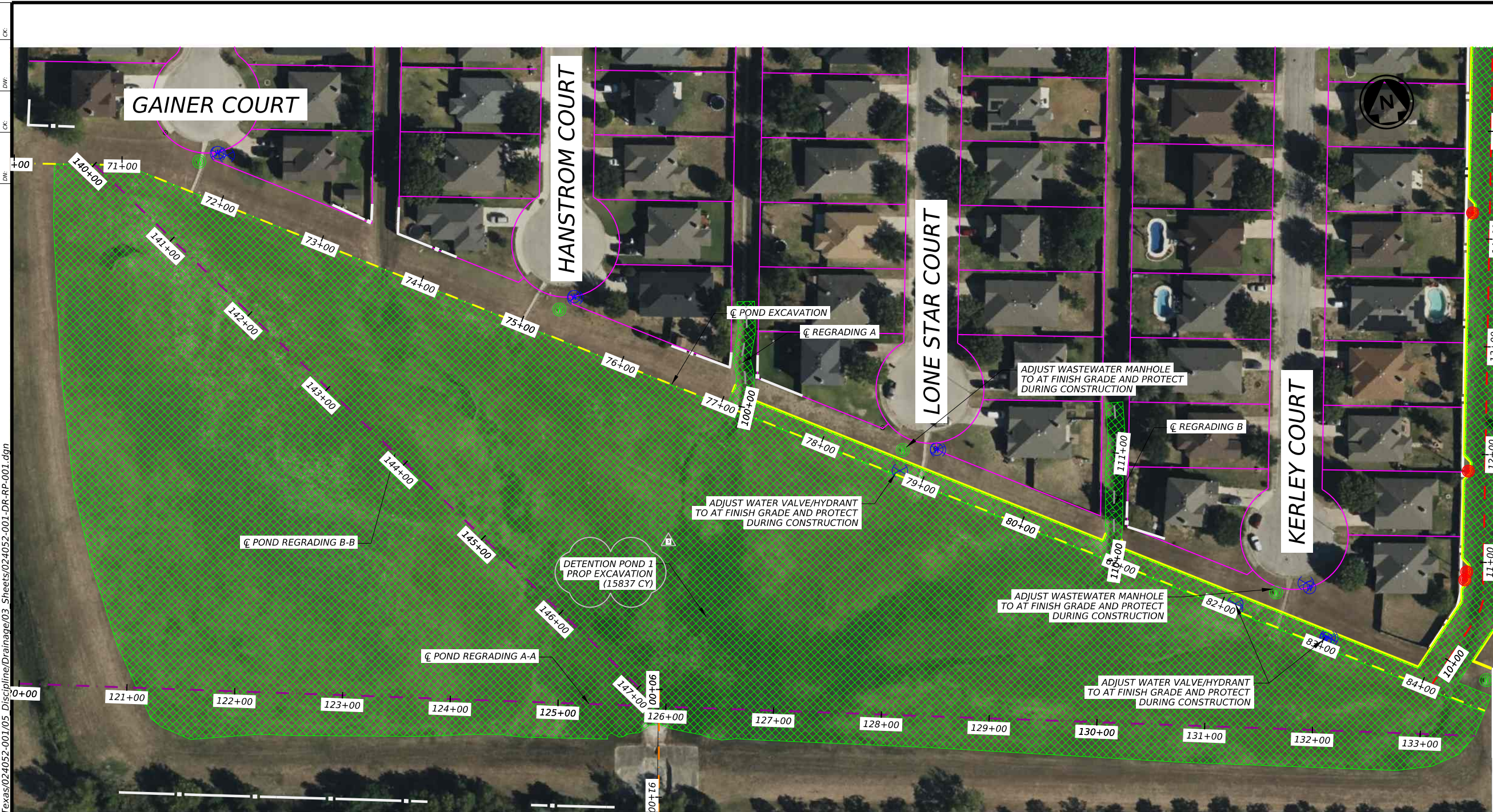
WSB LLC
FIRM # 16849

LEGENDS OF HUTTO
DRAINAGE IMPROVEMENTS -
PHASE 1

REMOVAL PLANS
STA 81+50 TO END

COUNTY	HIGHWAY
WILLIAMSON	-
CITY	SHEET NO.
HUTTO	41

SHEET 9 OF 10

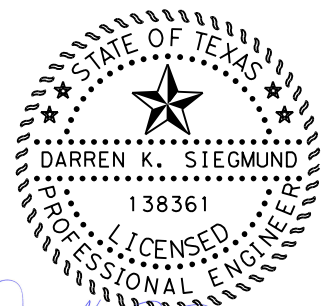
HORIZONTAL
0 25 50
SCALE IN FEET
1"=50'

LEGEND

- PARCELS
- CONCRETE WALL
- FENCE LINE
- CHNL_D ALIGN
- CHNL_E ALIGN
- CHNL_4 ALIGN
- CHNL_F ALIGN
- DETPOND_OUT ALIGN
- POND EXCAVATION
- POND REGRADING
- REGRADING
- EXCAVATION
- UTILITY POLE

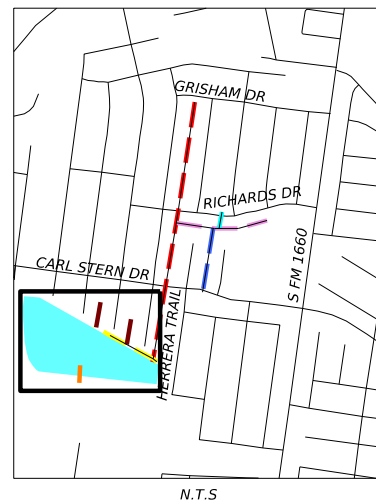
NOTES:

- CONTRACTOR SHALL BE AWARE OF POSSIBLE RAILROAD TIES LOCATED WITHIN THE CHANNELS. THE PRESENCE OF THESE TIES MAY IMPACT CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL COORDINATE WITH THE ENGINEER IF ANY ISSUES ARISE.



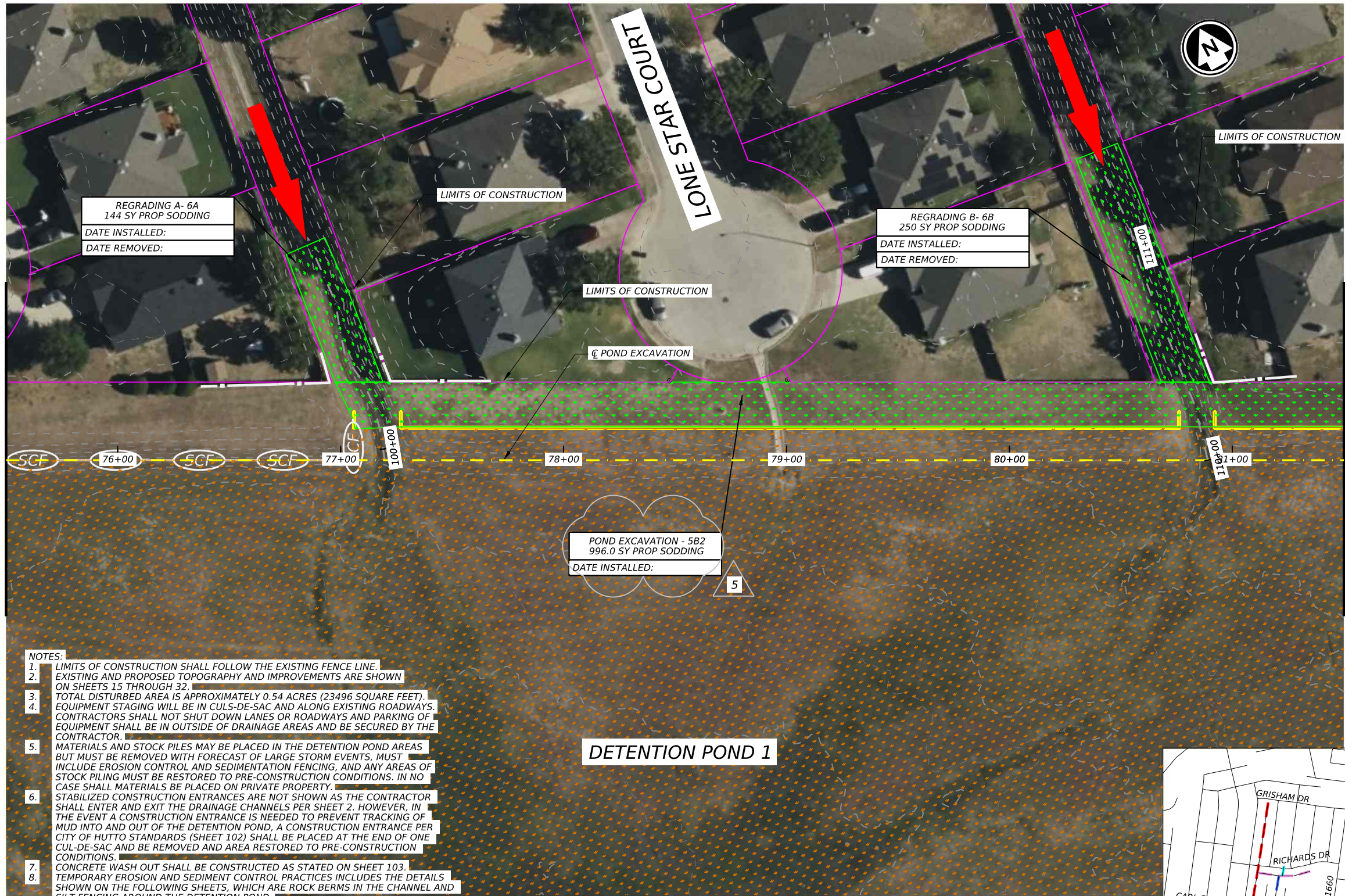
3/10/2026

REV. NO.	DESCRIPTION	DATE
2	EARTHWORK QUANTITIES	11/19/2025
5	RELOCATE RETAINING WALL	03/06/2026

wsb
WSB LLC
FIRM # 16849LEGENDS OF HUTTO
DRAINAGE IMPROVEMENTS -
PHASE 1REMOVAL PLANS
DETENTION POND

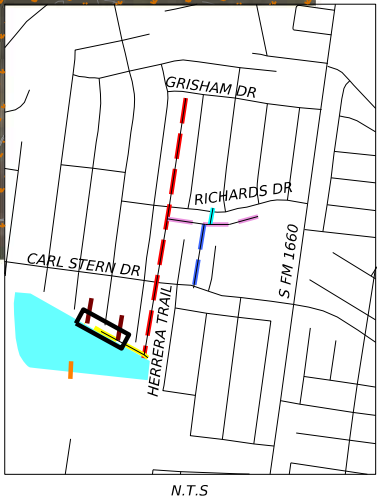
SHEET 10 OF 10

COUNTY	HIGHWAY
WILLIAMSON	-
CITY	SHEET NO.
HUTTO	42

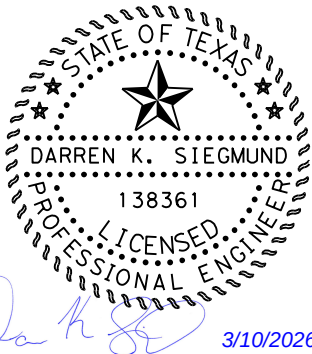


- NOTES:
1. LIMITS OF CONSTRUCTION SHALL FOLLOW THE EXISTING FENCE LINE.
 2. EXISTING AND PROPOSED TOPOGRAPHY AND IMPROVEMENTS ARE SHOWN ON SHEETS 15 THROUGH 32.
 3. TOTAL DISTURBED AREA IS APPROXIMATELY 0.54 ACRES (23496 SQUARE FEET).
 4. EQUIPMENT STAGING WILL BE IN CULS-DE-SAC AND ALONG EXISTING ROADWAYS. CONTRACTORS SHALL NOT SHUT DOWN LANES OR ROADWAYS AND PARKING OF EQUIPMENT SHALL BE IN OUTSIDE OF DRAINAGE AREAS AND BE SECURED BY THE CONTRACTOR.
 5. MATERIALS AND STOCK PILES MAY BE PLACED IN THE DETENTION POND AREAS BUT MUST BE REMOVED WITH FORECAST OF LARGE STORM EVENTS, MUST INCLUDE EROSION CONTROL AND SEDIMENTATION FENCING, AND ANY AREAS OF STOCK PILING MUST BE RESTORED TO PRE-CONSTRUCTION CONDITIONS. IN NO CASE SHALL MATERIALS BE PLACED ON PRIVATE PROPERTY.
 6. STABILIZED CONSTRUCTION ENTRANCES ARE NOT SHOWN AS THE CONTRACTOR SHALL ENTER AND EXIT THE DRAINAGE CHANNELS PER SHEET 2. HOWEVER, IN THE EVENT A CONSTRUCTION ENTRANCE IS NEEDED TO PREVENT TRACKING OF MUD INTO AND OUT OF THE DETENTION POND, A CONSTRUCTION ENTRANCE PER CITY OF HUTTO STANDARDS (SHEET 102) SHALL BE PLACED AT THE END OF ONE CUL-DE-SAC AND BE REMOVED AND AREA RESTORED TO PRE-CONSTRUCTION CONDITIONS.
 7. CONCRETE WASH OUT SHALL BE CONSTRUCTED AS STATED ON SHEET 103.
 8. TEMPORARY EROSION AND SEDIMENT CONTROL PRACTICES INCLUDES THE DETAILS SHOWN ON THE FOLLOWING SHEETS, WHICH ARE ROCK BERMS IN THE CHANNEL AND SILT FENCING AROUND THE DETENTION POND.

REV. NO.	DESCRIPTION	DATE
5	RELOCATE RETAINING WALL	03/06/2026



- LEGEND
- PARCELS
 - CONCRETE WALL
 - CHNL_D ALIGN
 - CHNL_E ALIGN
 - CHNL_4 ALIGN
 - CHNL_F ALIGN
 - DETPOND_OUT ALIGN
 - POND EXCAVATION
 - REGRAIDING
 - PROPOSED SILT CONTROL FENCE
 - PROPOSED ROCK BERM
 - FENCE LINE
 - PROPOSED SEEDING
 - PROPOSED SOD
 - EXISTING MINOR CONTOURS (0.5 FT)
 - EXISTING MAJOR CONTOURS (1 FT)
 - FLOW OF WATER



WSB LLC
FIRM # 16849

LEGENDS OF HUTTO
DRAINAGE IMPROVEMENTS -
PHASE 1

EROSION CONTROL PLANS
STA. 75+50 TO STA. 81+50

SHEET 12 OF 13

COUNTY	HIGHWAY
WILLIAMSON	-
CITY	SHEET NO.
HUTTO	58



-
- STATE OF TEXAS
DARREN K. SIEGMUND
138361
PROFESSIONAL ENGINEER
3/10/2022



EROSION CONTROL PLANS

SHEET 12 OF 13

COUNTY	HIGHWAY
WILLIAMSON	-
CITY	SHEET NO.
HUTTO	59

REV. NO.	DESCRIPTION	DATE
5	RELOCATE RETAINING WALL	03/06/2021



KERLEY COURT

HERRERA TRAIL

GRISHAM DR

RICHARDS DR

DETENTION POND 1

LIMITS OF CONSTRUCTION

CHNL D

POND EXCAVATION

SCF

DATE INSTALLED:

NOTES:

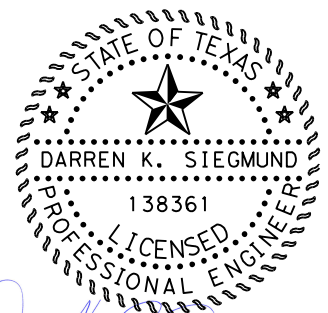
1. LIMITS OF CONSTRUCTION SHALL FOLLOW THE EXISTING FENCE LINE.
2. EXISTING AND PROPOSED TOPOGRAPHY AND IMPROVEMENTS ARE SHOWN ON SHEETS 15 THROUGH 32.
3. TOTAL DISTURBED AREA IS APPROXIMATELY 0.54 ACRES (23496 SQUARE FEET).
4. EQUIPMENT STAGING WILL BE IN CULS-DE-SAC AND ALONG EXISTING ROADWAYS. CONTRACTORS SHALL NOT SHUT DOWN LANES OR ROADWAYS AND PARKING OF EQUIPMENT SHALL BE IN OUTSIDE OF DRAINAGE AREAS AND BE SECURED BY THE CONTRACTOR.
5. MATERIALS AND STOCK PILES MAY BE PLACED IN THE DETENTION POND AREAS BUT MUST BE REMOVED WITH FORECAST OF LARGE STORM EVENTS, MUST INCLUDE EROSION CONTROL AND SEDIMENTATION FENCING, AND ANY AREAS OF STOCK PILING MUST BE RESTORED TO PRE-CONSTRUCTION CONDITIONS. IN NO CASE SHALL MATERIALS BE PLACED ON PRIVATE PROPERTY.

NOTES:

1. LIMITS OF CONSTRUCTION SHALL FOLLOW THE EXISTING FENCE LINE.
2. EXISTING AND PROPOSED TOPOGRAPHY AND IMPROVEMENTS ARE SHOWN
3. ON SHEETS 15 THROUGH 32.
4. TOTAL DISTURBED AREA APPROXIMATELY 0.54 ACRES (23496 SQUARE FEET).
5. EQUIPMENT STAGING WILL BE IN CUL-DE-SAC AND ALONG EXISTING ROADWAYS.
6. CONTRACTORS SHALL NOT SHUT DOWN LANES OR ROADWAYS AND PARKING OF EQUIPMENT SHALL BE IN OUTSIDE OF DRAINAGE AREAS AND BE SECURED BY THE CONTRACTOR.
7. MATERIALS AND STOCK PILES MAY BE PLACED IN THE DETENTION POND AREAS
8. BUT MUST BE REMOVED WITH FORECAST OF LARGE STORM EVENTS, MUST INCLUDE EROSION CONTROL AND SEDIMENTATION FENCING, AND ANY AREAS OF STOCK PILING MUST BE RESTORED TO PRE-CONSTRUCTION CONDITIONS. IN NO CASE SHALL MATERIALS BE PLACED ON PRIVATE PROPERTY.
9. STABILIZED CONSTRUCTION ENTRANCES ARE NOT SHOWN AS THE CONTRACTOR SHALL ENTER AND EXIT THE DRAINAGE CHANNELS PER SHEET 2. HOWEVER, IN THE EVENT A CONSTRUCTION ENTRANCE IS NEEDED TO PREVENT TRACKING OF MUD INTO AND OUT OF THE DETENTION POND, A CONSTRUCTION ENTRANCE PER CITY OF HUTTO STANDARDS (SHEET 102) SHALL BE PLACED AT THE END OF ONE CUL-DE-SAC AND BE REMOVED AND AREA RESTORED TO PRE-CONSTRUCTION CONDITIONS.
10. CONCRETE WASH OUT SHALL BE CONSTRUCTED AS STATED ON SHEET 103.
11. TEMPORARY EROSION AND SEDIMENT CONTROL PRACTICES INCLUDES THE DETAILS SHOWN ON THE FOLLOWING SHEETS, WHICH ARE ROCK BERMS IN THE CHANNEL AND SILT FENCING AROUND THE DETENTION POND.



- LEGEND
- PARCELS
 - CONCRETE WALL
 - CHNL_D ALIGN
 - CHNL_E ALIGN
 - CHNL_4 ALIGN
 - CHNL_F ALIGN
 - DETPOND_OUT ALIGN
 - POND EXCAVATION
 - REGRADING
 - PROPOSED SILT CONTROL FENCE (SCF)
 - PROPOSED ROCK BERM (RFB)
 - PROPOSED SOD
 - PROPOSED SEEDING
 - EXISTING CONTOURS

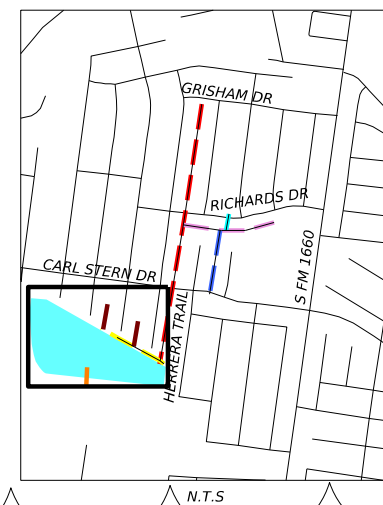


3/10/2026

NOTES:

1. LIMITS OF CONSTRUCTION SHALL FOLLOW THE EXISTING FENCE LINE.
2. EXISTING AND PROPOSED TOPOGRAPHY AND IMPROVEMENTS ARE SHOWN ON SHEETS 15 THROUGH 32.
3. TOTAL DISTURBED AREA IS APPROXIMATELY 0.54 ACRES (23496 SQUARE FEET).
4. EQUIPMENT STAGING WILL BE IN CULS-DE-SAC AND ALONG EXISTING ROADWAYS. CONTRACTORS SHALL NOT SHUT DOWN LANES OR ROADWAYS AND PARKING OF EQUIPMENT SHALL BE IN OUTSIDE OF DRAINAGE AREAS AND BE SECURED BY THE CONTRACTOR.
5. MATERIALS AND STOCK PILES MAY BE PLACED IN THE DETENTION POND AREAS BUT MUST BE REMOVED WITH FORECAST OF LARGE STORM EVENTS, MUST INCLUDE EROSION CONTROL AND SEDIMENTATION FENCING, AND ANY AREAS OF STOCK PILING MUST BE RESTORED TO PRE-CONSTRUCTION CONDITIONS. IN NO CASE SHALL MATERIALS BE PLACED ON PRIVATE PROPERTY.
6. STABILIZED CONSTRUCTION ENTRANCES ARE NOT SHOWN AS THE CONTRACTOR SHALL ENTER AND EXIT THE DRAINAGE CHANNELS PER SHEET 2. HOWEVER, IN THE EVENT A CONSTRUCTION ENTRANCE IS NEEDED TO PREVENT TRACKING OF MUD INTO AND OUT OF THE DETENTION POND, A CONSTRUCTION ENTRANCE PER CITY OF HUTTO STANDARDS (SHEET 102) SHALL BE PLACED AT THE END OF ONE CUL-DE-SAC AND BE REMOVED AND AREA RESTORED TO PRE-CONSTRUCTION CONDITIONS.
7. CONCRETE WASH OUT SHALL BE CONSTRUCTED AS STATED ON SHEET 103.
8. TEMPORARY EROSION AND SEDIMENT CONTROL PRACTICES INCLUDES THE DETAILS SHOWN ON THE FOLLOWING SHEETS, WHICH ARE ROCK BERMS IN THE CHANNEL AND SILT FENCING AROUND THE DETENTION POND.

REV. NO.	DESCRIPTION	DATE
5	RELOCATE RETAINING WALL	03/06/2026



wsb WSB LLC
FIRM # 16849

LEGENDS OF HUTTO
DRAINAGE IMPROVEMENTS -
PHASE 1

EROSION CONTROL PLANS
DETENTION POND

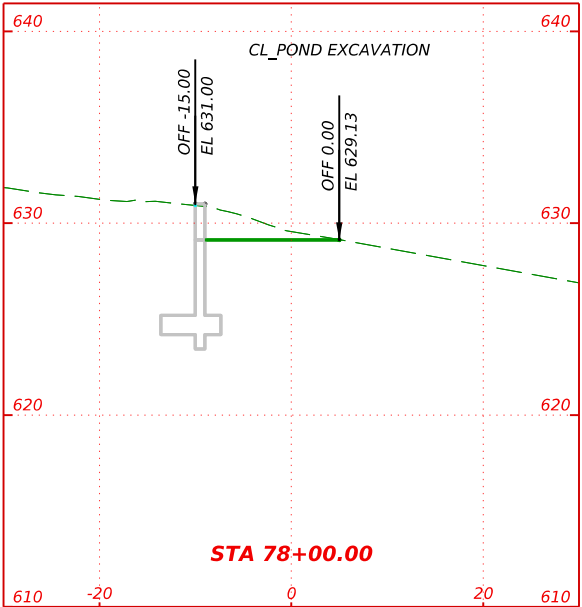
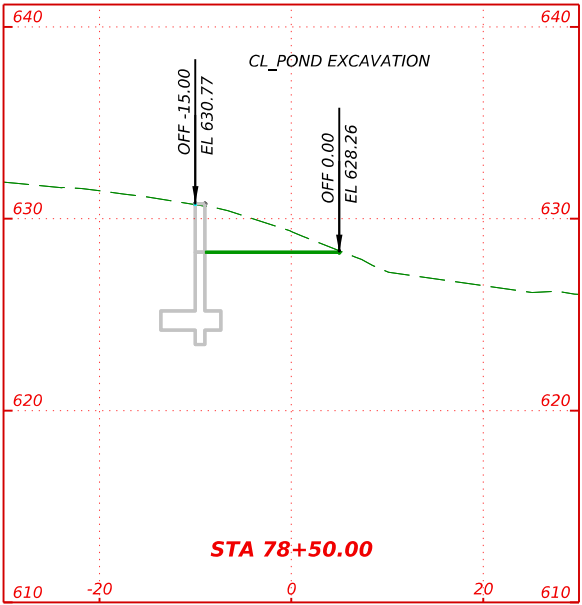
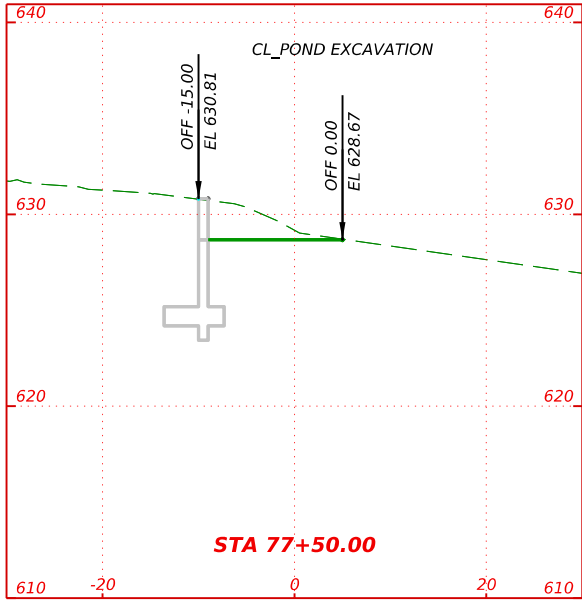
SHEET 13 OF 13

COUNTY	HIGHWAY
WILLIAMSON	-
CITY	SHEET NO.
HUTTO	60

5

REV. NO.	DESCRIPTION	DATE
5	RELOCATE RETAINING WALL	03/06/2026

- LEGEND
- PROPOSED GROUND
 - PROPOSED CONCRETE
 - DRAINAGE EASEMENT
 - FENCE LINE
 - EXISTING GROUND
 - PROPOSED GROUTED RIPRAP





CITY OF
HUTTO



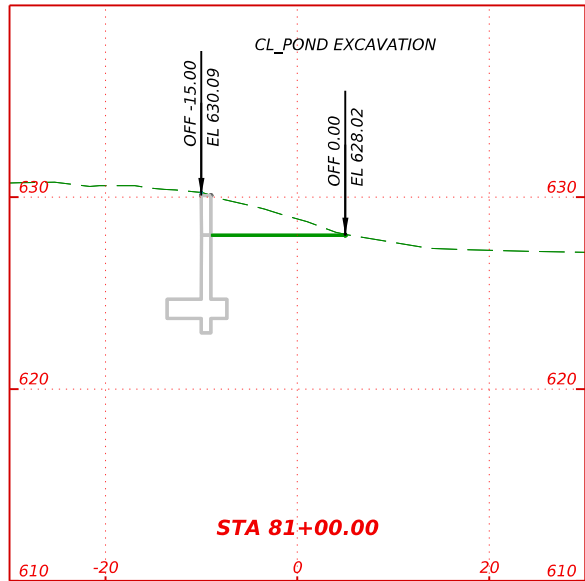
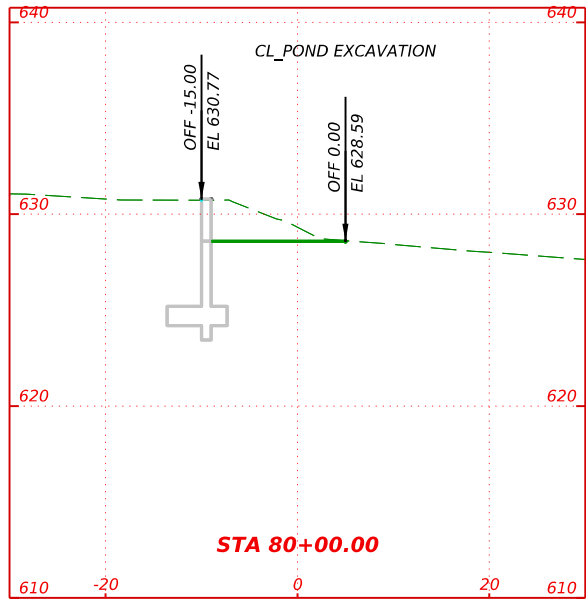
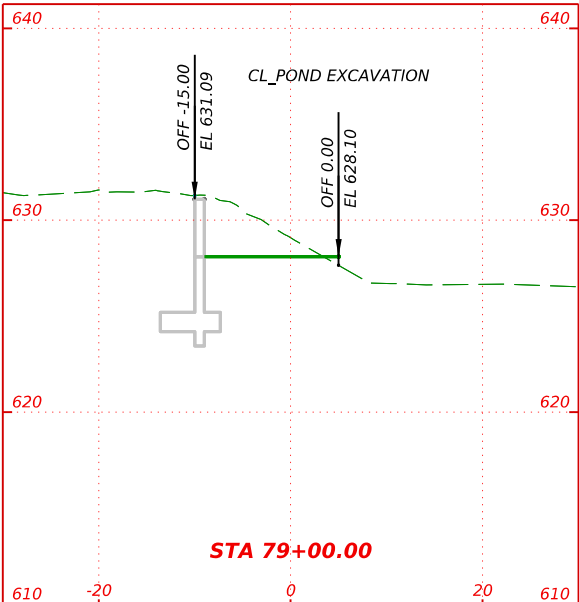
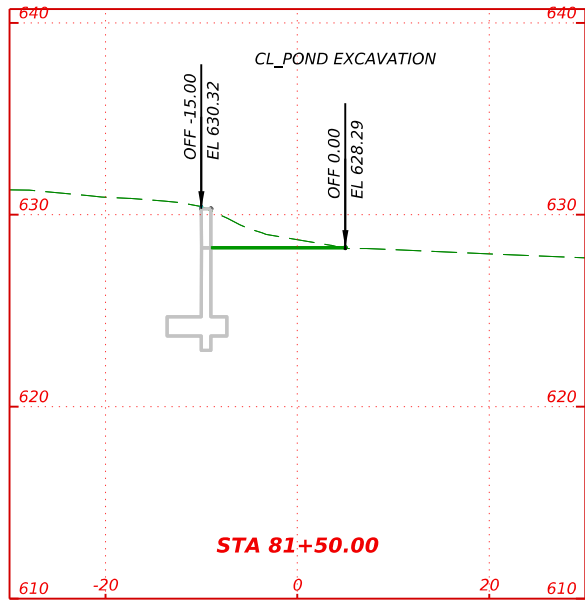
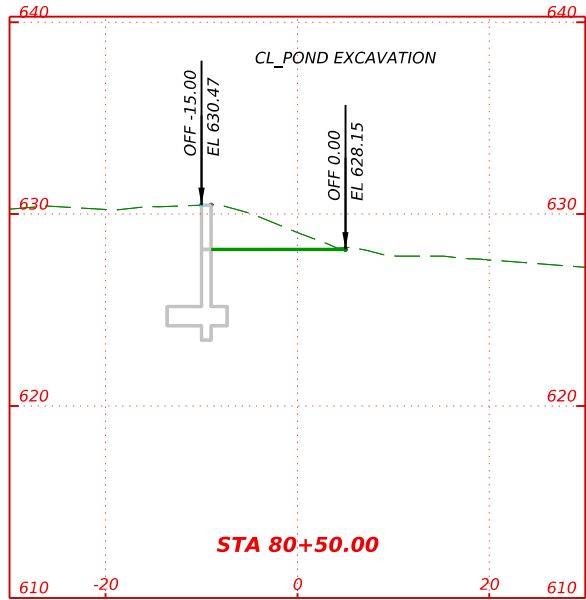
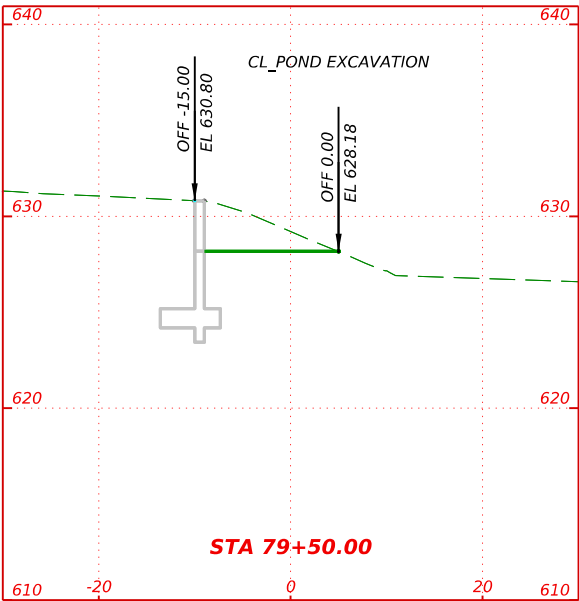
WSB LLC
FIRM # 16849

SHEET 14 OF 18

COUNTY	CITY	SHEET NO.
WILLIAMSON	HUTTO	86

5

REV. NO.	DESCRIPTION	DATE
5	RELOCATE RETAINING WALL	03/06/2026



- LEGEND
- PROPOSED GROUND
 - PROPOSED CONCRETE
 - DRAINAGE EASEMENT
 - FENCE LINE
 - EXISTING GROUND
 - PROPOSED GROUTED RIPRAP

WSB LLC
FIRM # 16849

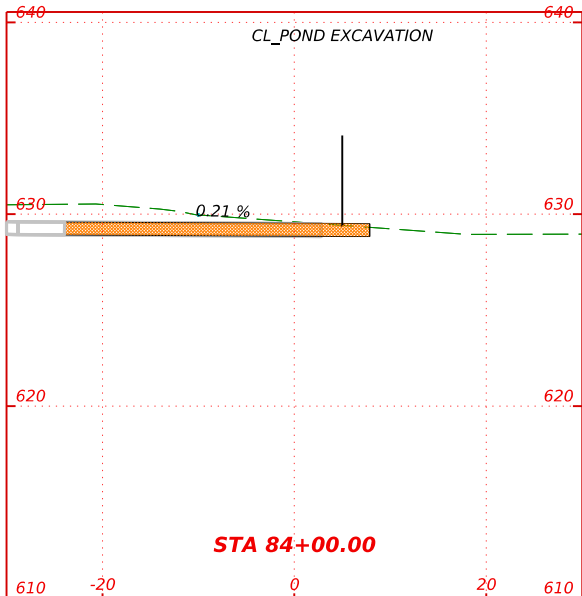
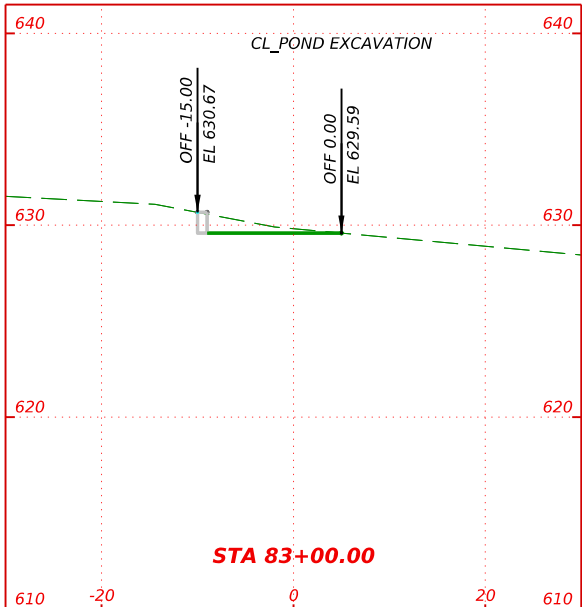
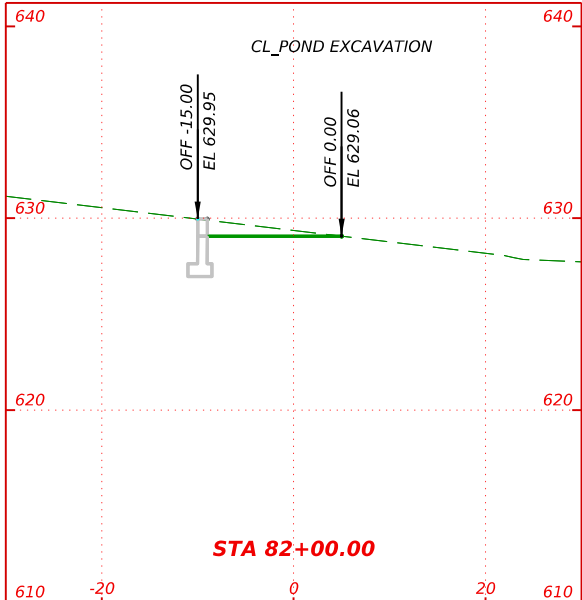
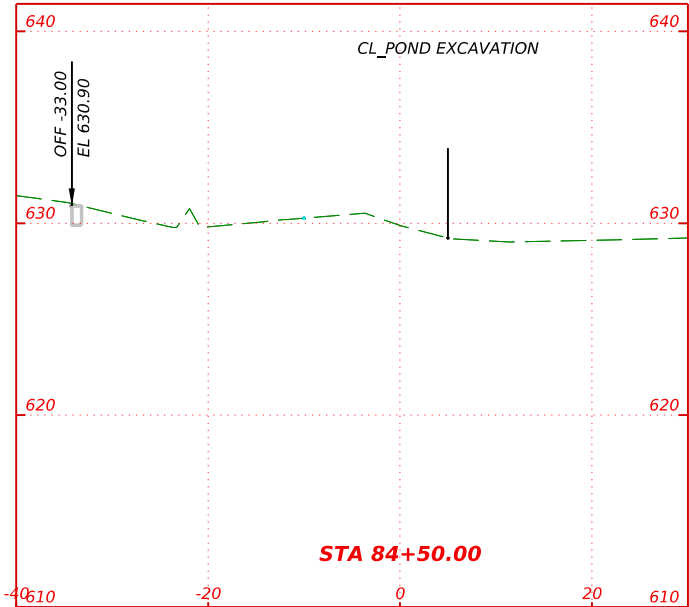
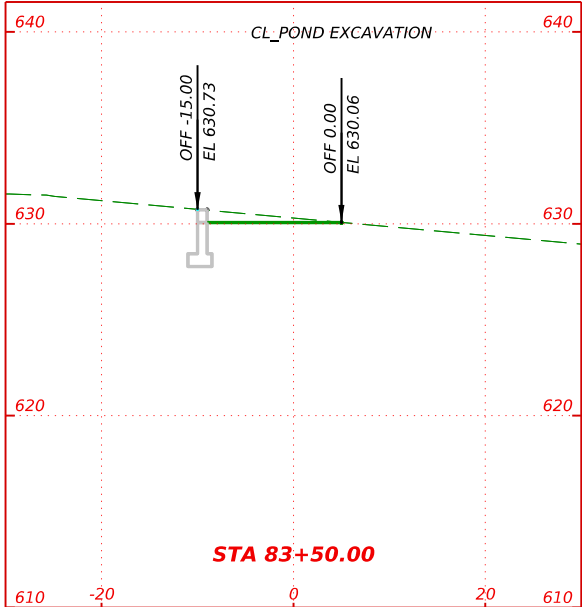
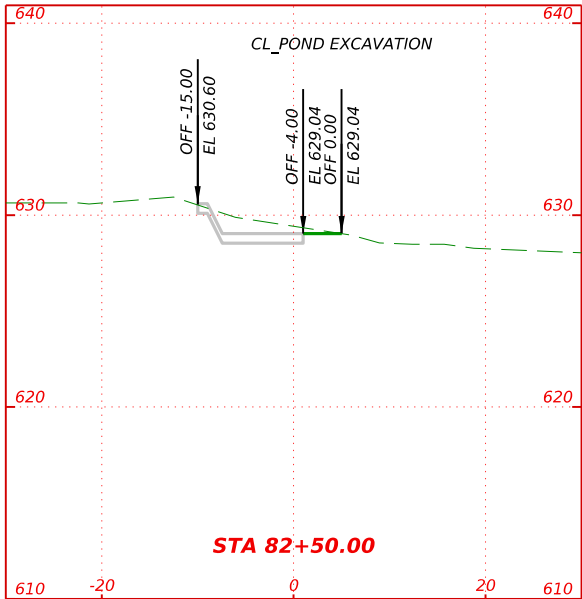
SHEET 15 OF 18

COUNTY	CITY	SHEET NO.
WILLIAMSON	HUTTO	87

5

REV. NO.	DESCRIPTION	DATE
4	PAVED SLOPE	02/16/2026
5	RELOCATE RETAINING WALL	03/06/2026

- LEGEND
- PROPOSED GROUND
 - PROPOSED CONCRETE
 - DRAINAGE EASEMENT
 - FENCE LINE
 - EXISTING GROUND
 - PROPOSED GROUTED RIPRAP



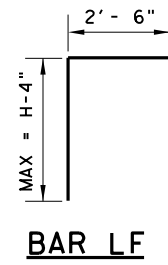
HUTTO CITY OF

wsb

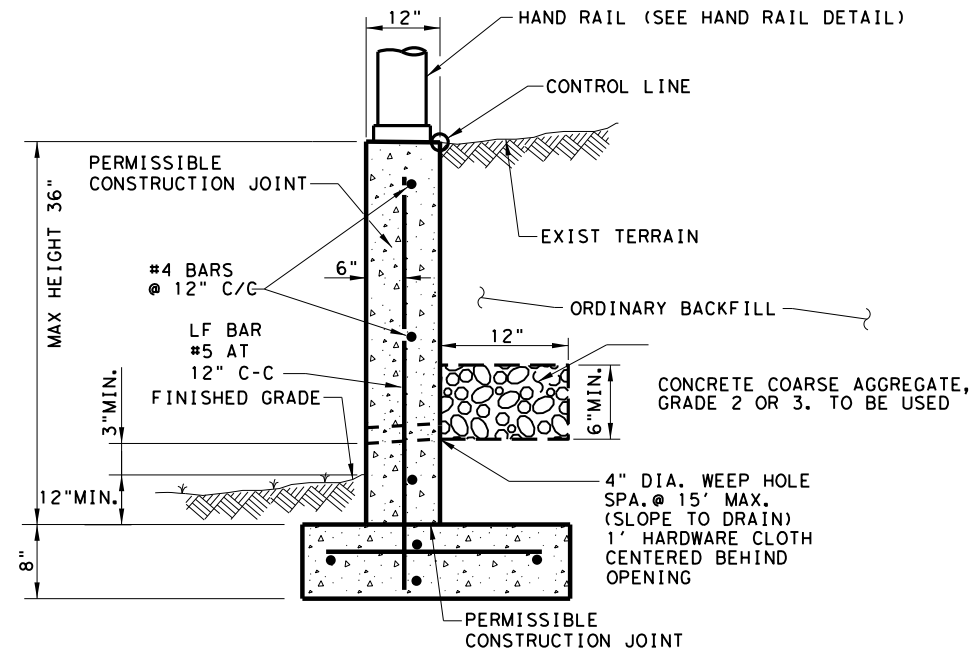
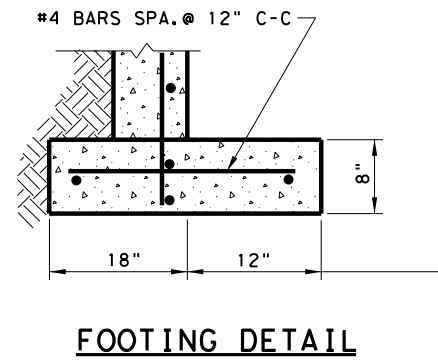
WSB LLC
FIRM # 16849

SHEET 16 OF 18

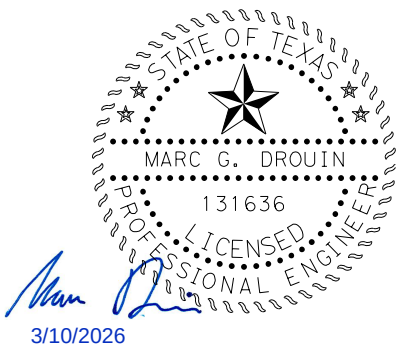
COUNTY	CITY	SHEET NO.
WILLIAMSON	HUTTO	88

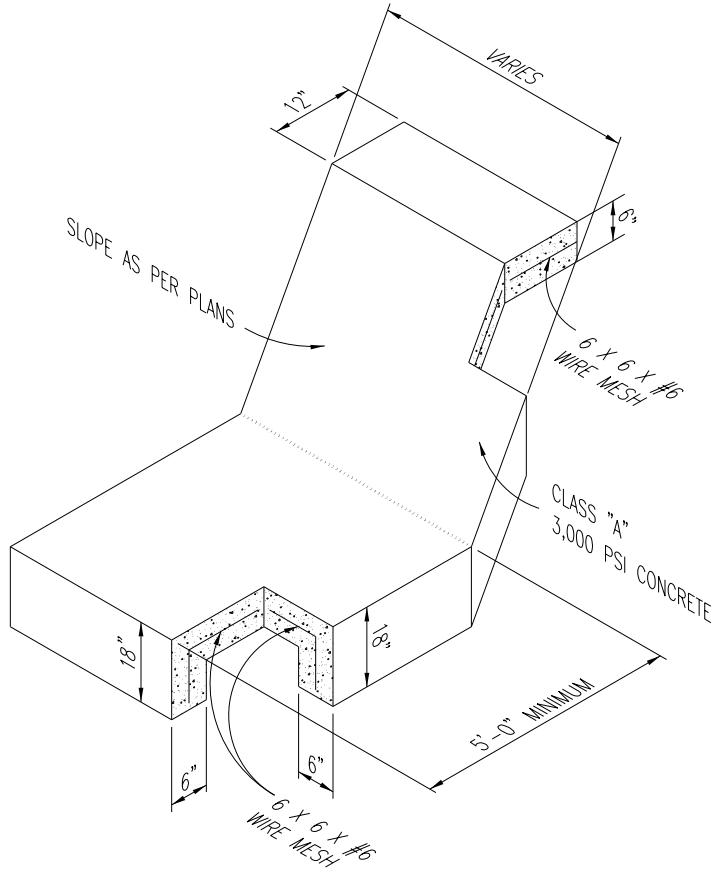


CONC WALL



CONCRETE WALL





NOTES:

1. SUPPORT REINFORCING WIRE MESH REQUIRED AS SUPPORT FOR APPROACH SLAB AND SHALL BE SUPPORTED BY REBAR CHAIRS OR OTHER APPROVED METHODS.

STATE OF TEXAS
MARC G. DROUIN
131636
PROFESSIONAL ENGINEER
3/11/2026

WSB LLC
FIRM # 16849

LEGENDS OF HUTTO
DRAINAGE IMPROVEMENTS -
PHASE 1

PAVED SLOPE
STANDARD

SHEET 1 OF 1

COUNTY	HIGHWAY
WILLIAMSON	-
CITY	SHEET NO.
HUTTO	109

Change Order No. 2

Project Name: LEGEND OF HUTTO DRAINAGE IMPROVEMENTS PH I	COH Project No.: 2026-040-PD-02
Project Owner and Address: City of Hutto 500 W Live Oak Street, Hutto, TX 78634	Owner's Project No.: CIP D01
	Date of Issuance: 05/07/26
Project Contractor and Address: LIBERTY CIVIL CONSTRUCTION, LLC 2937 HERO WAY, LEANDER, TX 78641	Date of Contract: 01/08/26
	Contract Period: 221 days

It is agreed to modify the Contract referred to above as follows: This proposal accounts for the RFI 1 plan revision associated with the pond revision plans submitted to Liberty by Selina Brandon with WSB on 4/28/26. The pond now has additional excavation, deepening the pond. The retaining wall has revisions and is shifting into the pond to avoid existing utility conflicts found within the pond retaining wall footing. There has also been added slope paving in lieu of retaining wall installation.

Item #	Description Of Changes	Change in Contract Price	Change in Contract Time
1	MOBILIZATION	\$6000.00	+0 DAYS
2	SILT FENCE	\$123.20	+1 DAYS
3	POND EXCAVATION	\$323,430.00	+20 DAYS
4	SLOPE PAVING	\$30,870.00	+10 DAYS
5	RETAINING WALL – DEDUCT	\$(126,000.00)	-20 DAYS
6	RETAINING WALL WITHOUT KEY	\$105,840.00	+20 DAYS
7	BLOCK SOD	\$3,432.00	+5 DAYS
8	DRILL SEEDING	\$1,381.00	+1 DAYS
9	ADDITIONAL SWPPP- INSPECTION	\$12,687.50	+0 DAYS
10	P&P BOND PREMIUM	\$5,366.46	+0 DAYS
11	BUILDERS RISK PREMIUM	\$5,366.46	+0 DAYS
12	SUBMITTED WEATHER DAYS	\$0.00	+30 DAYS
13	LOST DAYS SINCE THE CRITICAL PATH DELAY (Please note that this accounts for time added following 5/11/26, as CO 1 covers lost time through 5/11/26. This added time assumes Liberty is fully executed to proceed with this CO work via a signed FE change order on 6/22/26)	\$0.00	+43 DAYS
Difference Net =		\$368,496.61	110 DAYS

Summary: It is agreed to modify the Contract referred to above as follows:

Contract Price prior to this Change Order: \$ <u>3,706,150.99</u>	Contract Time prior to this Change Order Substantial (days and date): 294 DAYS 11/05/26 Final (days and date): 325 DAYS 12/06/26
Net Increase of this Change Order: \$ <u>368,496.61</u>	Net Increase of this Change Order <u>110</u> days
Revised Contract Price with all approved Change Orders: \$ <u>4,074,647.60</u>	Revised Contract Time with all approved Change Orders Substantial (days and date): 404 DAYS 02/23/2027 Final (days and date): 435 DAYS 03/26/2027



The changes included in this Change Order are to be accomplished in accordance with the terms, stipulations, and conditions of the original Contract as though included therein.

Accepted for Contractor by: _____

Date: 5/6/26

Recommended for Approval by Engineer: _____

Date: _____

Approved for Owner by: James Earp, City Manager _____

Attest: _____

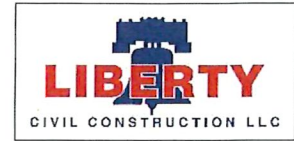
Date: _____

Approved: (Other - when required) _____

Date: _____

Distribution: Contractor _____ File _____ Field _____ Owner _____ Other _____

PROPOSED CHANGE ORDER #02



Job Name: Legends of Hutto Drainage Improvements
Attn.: Kate Moriarty/Dana Phillips

LIBERTY CIVIL CONSTRUCTION, LLC
Job # 25055

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

5/7/2026

The change order below is in regard to the RFI 1 response. There are existing utility conflicts with the proposed location of the retaining wall. This revision is deepening the pond and shifting the original proposed retaining wall to a new location. Some areas of the retaining wall will be removed and revised to sloped concrete paving.

ITEM #	Description	QTY	UNIT	UNIT \$	AMOUNT
1	EARTH CREW MOBILIZATION	1	LS	\$ 6,000.00	\$ 6,000.00
2	SILT FENCE	28	LF	\$ 4.40	\$ 123.20
3	POND EXCAVATION	10,781	CY	\$ 30.00	\$ 323,430.00
4	SLOPE PAVING + EMBANKMENT	315	SF	\$ 98.00	\$ 30,870.00
5	RETAINING WALL	-1200	SF	\$ 105.00	\$ (126,000.00)
6	CONCRETE WALL W/O KEY	1176	SF	\$ 90.00	\$ 105,840.00
7	BLOCK SOD	312	SY	\$ 11.00	\$ 3,432.00
8	DRILL SEEDING	1381	SY	\$ 1.00	\$ 1,381.00
9	ADDITIONAL SWPPP - INSPECTION	1	LS	\$ 12,687.50	\$ 12,687.50
P&P Bond Premium					\$ 5,366.46
BUILDERS RISK PREMIUM					\$ 5,366.46
Total					\$ 368,496.61

Original Contract Value.....	\$3,412,096.80
Changes by Prior Approved Change Orders.....	\$294,054.19
Contract Value prior to this Change Order	\$3,706,150.99
Contract Value will be changed by this Change Order in the amount of.....	\$368,496.61
New Contract Value including this Change Order.....	\$4,074,647.60
Contract Duration will be increased by (days)	110
Updated Contract Duration including this Change Order	435

Liberty Civil Construction, LLC

By: ZAYD HINEDI

Signature:

Date: 5/7/26

Owner

By:

Signature:

Date:

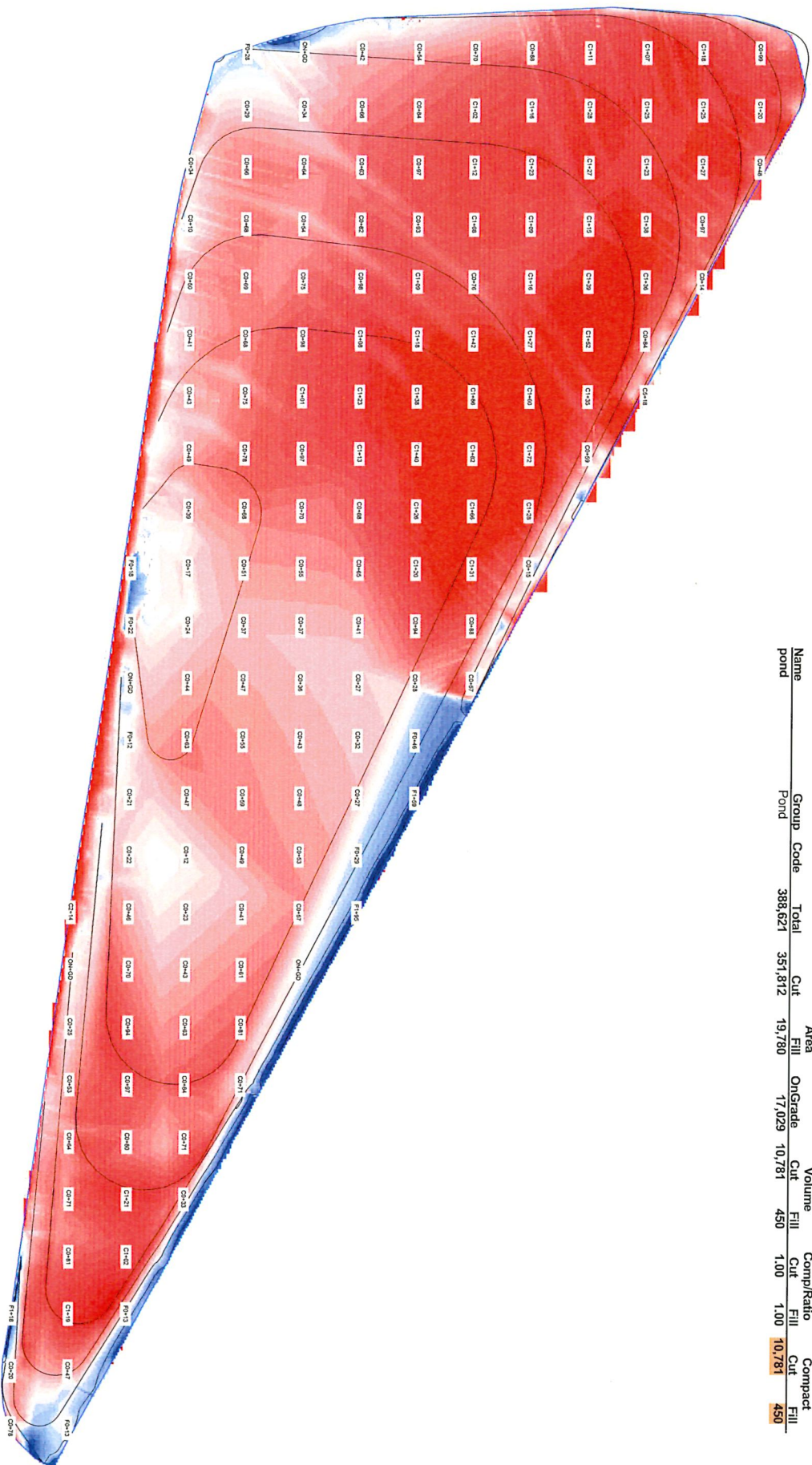


Legends of Hutto Drainage Pond Revision

Job: Legends of Hutto Drainage Earthwork Pond Revision 05.01.26
Units: Ft-CY
Tue May 5, 2026 15:16:20 Page 1

Volume Report
Subgrade vs. Existing

Name	Group Code	Total	Cut	Area	Volume	Comp/Ratio	Compact
pond	Pond	388,621	351,812	19,760	17,029	10,781	450



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Liberty Civil Construction, LLC.
Leander, TX United States

Certificate Number:

2026-1464858

Date Filed:

05/20/2026

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Hutto

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

CSP 2026-040-PD-02
Legends of Hutto Phase 1 Drainage Project - Change Order #2

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Haney, Heath	Leander, TX United States	X	
	Ehrhardt, Michael	Leander, TX United States	X	

5 Check only if there is NO Interested Party.

☐

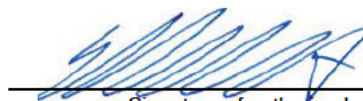
6 UNSWORN DECLARATION

My name is Michael Ehrhardt, and my date of birth is [REDACTED]

My address is 2937 Hero Way, Leander, TX, 78641, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 20 day of May, 2026
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

AGENDA ITEM REPORT

10.3.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2026-128 accepting the infrastructure improvements for the Northwest Transmission Water Main, Capital Improvement Project (CIP-W03-2024) as public infrastructure. (Patricia Davis)
Meeting: Thursday, June 4, 2026
Department: Engineering /
Staff Contact: Patricia Davis

ITEM SUMMARY:

The Northwest Transmission main project has successfully completed construction for the Capital project.

The purpose of this agenda item serves as formal request from the City of Hutto Engineering staff that the construction work for the Hutto Northwest Transmission main project has been successfully completed and is ready for full operation as intended. The project has been constructed in substantial conformance with the approved plans and specifications prepared by Freese and Nichols Inc.

All outstanding final completion punch list items have been fully addressed, and stormwater pollution prevention measures have been properly removed following confirmation of at least 70% vegetation establishment, in accordance with regulatory requirements.

Approved by Construction Inspection and Engineering through resolution of inspected punch list items.

FISCAL NOTES:

There is no fiscal impact associated with this agenda item. Funding for this project was included in the Capital Improvement Budget with funding sources from bond issuance and operating funds.

ATTACHMENTS:

1. 20260520 Hutto RES NW Transmission Main Proj close out
2. 10.3 ATTACHMENTS

RESOLUTION NO. R-2026-XXX

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,
APPROVING INFRASTRUCTURE IMPROVEMENTS FOR
THE PROJECT KNOWN AS NORTHWEST
TRANSMISSION MAIN, CAPITAL IMPROVEMENT
PROJECT (CIP W03-2024) IN THE CITY OF HUTTO,
WILLIAMSON COUNTY; PROVIDING PROPER NOTICE
AND MEETING, AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the public infrastructure improvements for the Northwest Transmission Main 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 streets, sidewalks, ramps, drainage, water, and wastewater improvements; and

WHEREAS, Harco National Insurance Company, 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 the infrastructure and enter into a 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 4th day of June 2026 on vote of __AYES; __NAYS; __ABSTENTIONS

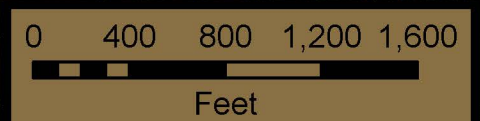
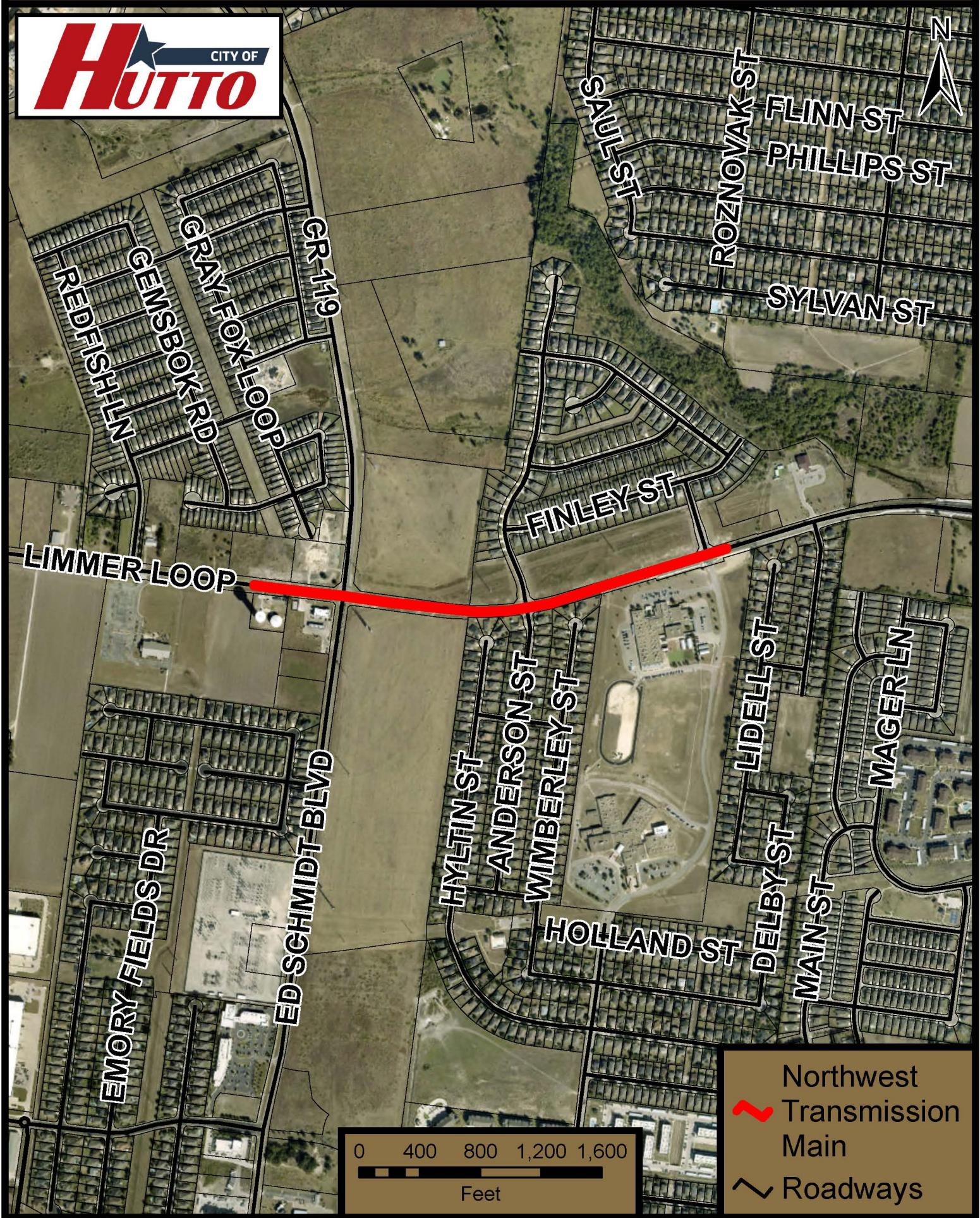
CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Laura Hallmark, City Secretary

Northwest Transmission Main



- Northwest Transmission Main
- Roadways



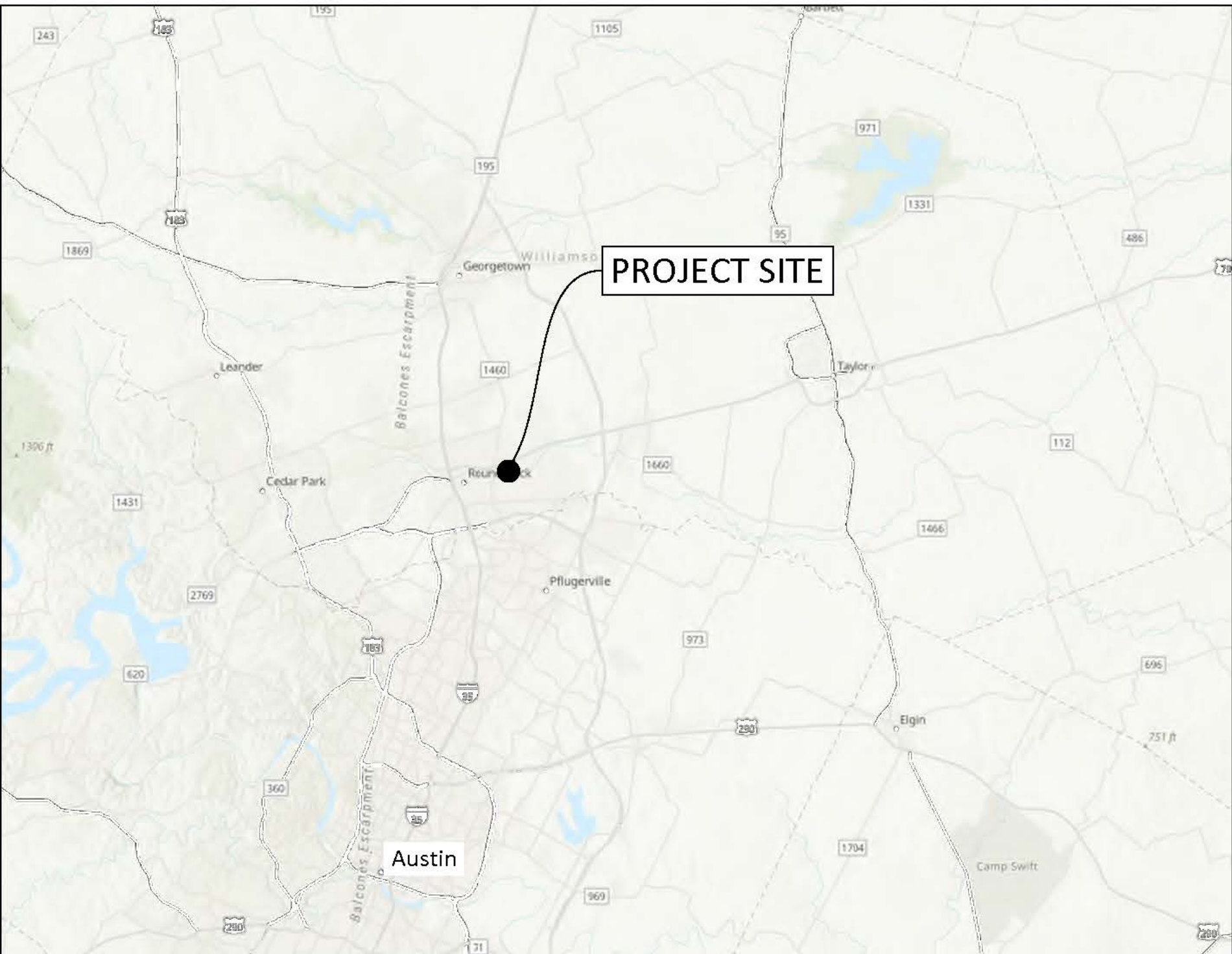
CITY OF HUTTO, TEXAS

NORTHEAST TRANSMISSION MAIN

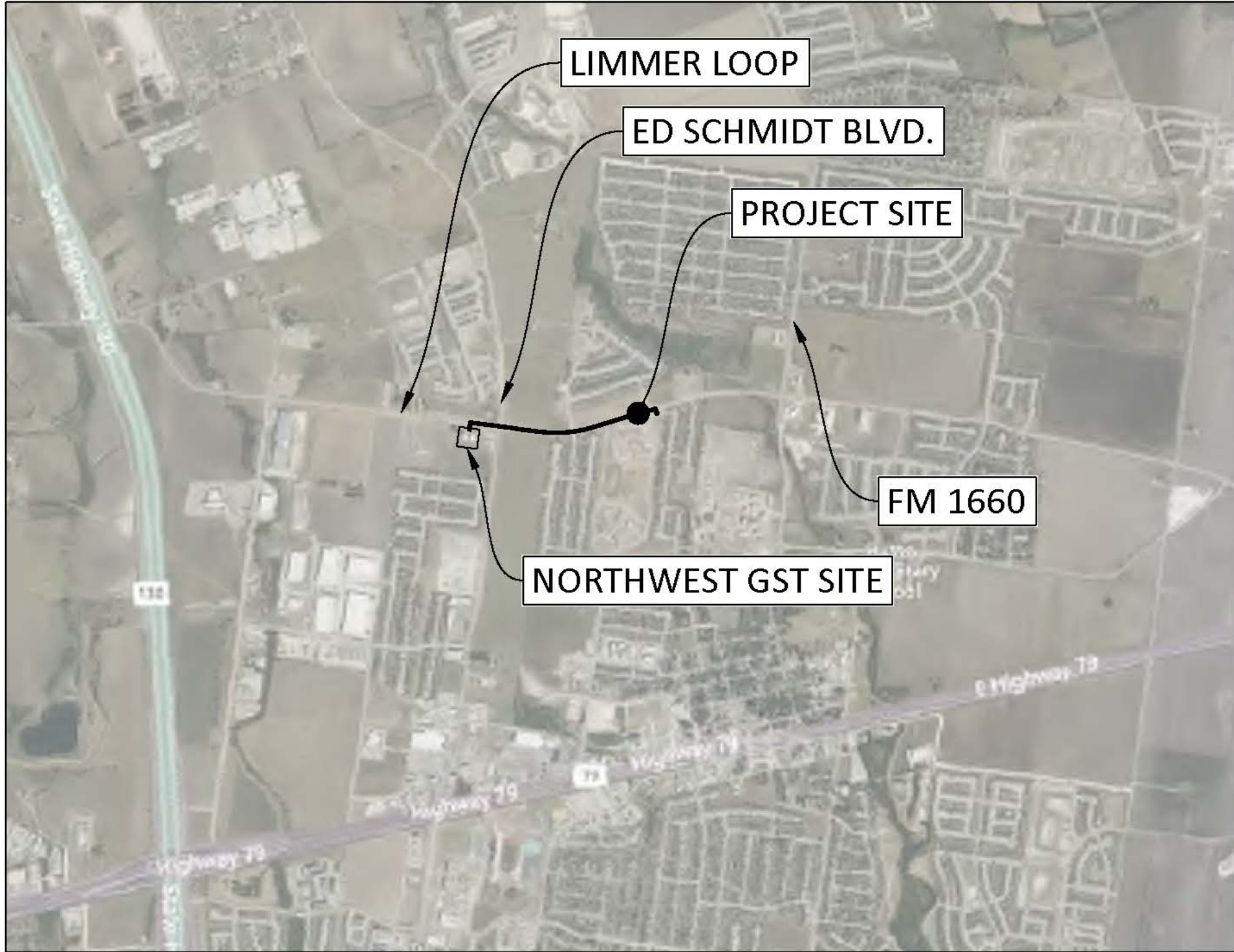
RECORD DRAWINGS

INDEX OF DRAWINGS:

SEQ	SHEET No.	Title
GENERAL		
1	G-0	COVER SHEET & DRAWING INDEX
2	G-1	GENERAL NOTES
3	G-2	GENERAL LEGEND & SUE TABLE
4	G-3	SURVEY SITE PLAN, NOTES & BENCHMARKS
5	G-4	PROJECT KEY PLAN
CIVIL		
6	C-1	NORTHWEST TANK YARD PIPING SITE PLAN
7	C-2	PLAN & PROFILE STA 10+00 TO STA 17+50
8	C-3	PLAN & PROFILE STA 17+50 TO STA 24+00
9	C-4	PLAN & PROFILE STA 24+00 TO STA 31+00
10	C-5	PLAN & PROFILE STA 31+00 TO STA 38+00
11	C-6	PLAN & PROFILE STA 38+00 TO END STA
12	C-7	PLAN & PROFILE STA 45+00 TO STA 52+00
13	C-8	PLAN & PROFILE STA 52+00 TO STA 55+00
14	C-9	PLAN & PROFILE STA 55+00 TO STA 60+00
15	C-10	PLAN & PROFILE STA 60+00 TO END
16	C-11	CONNECTION DETAILS
17	C-12	STANDARD DETAILS I
18	C-13	STANDARD DETAILS II
19	C-14	HUTTO CONNECTION FLOW METER VAULT DETAILS
20	C-15	JONAH INTERCONNECT FLOW METER VAULT DETAILS
ELECTRICAL		
21	E-1	LEGEND I
22	E-2	LEGEND II
23	E-3	SITE PLAN
24	E-4	POWER AND INSTRUMENTATION PLANS
25	E-5	DIAGRAMS, SCHEDULE AND PHOTOS
26	E-6	DETAILS I
PROCESS & INSTRUMENTATION		
27	P-1	LEGEND I
28	P-2	LEGEND II
29	P-3	LOOP DIAGRAMS



PROJECT VICINITY MAP



PROJECT LOCATION MAP



APRIL 2026

FREESE & NICHOLS
10431 Morado Circle, Suite 300
Austin, Texas 78759
Phone - (512) 617-3100
Web - www.freese.com

Freese and Nichols, Inc.
Texas Registered Engineering Firm F-2144

FNI PROJECT NO: HTO22886

HUTTO CITY OFFICIALS
MIKE SNYDER - MAYOR
BRIAN THOMPSON - COUNCIL PLACE 1
DAN THORNTON - COUNCIL PLACE 2
RANDAL CLARK - COUNCIL PLACE 3
PETER GORDON - MAYOR PRO TEM, COUNCIL PLACE 4
DANA WILCOTT - COUNCIL PLACE 5
AMBERLEY KOLAR - COUNCIL PLACE 6

JAMES EARP - CITY MANAGER
MATT WOJNOWSKI - ASSISTANT CITY MANAGER
MATTHEW RECTOR - CITY ENGINEER

UTILITIES
CITY OF HUTTO ENGINEERING
500 W. LIVE OAK ST
HUTTO, TX 78634
512-759-5989

OWNER
CITY OF HUTTO
500 W. LIVE OAK ST
HUTTO, TX 78634

CONTACT:
MATTHEW RECTOR, P.E.
512-759-4025

PRIVATE UTILITIES
ONCOR ELECTRIC DISTRIBUTION
350 TEXAS AVE
ROUND ROCK, TX 78664

SPECTRUM
200 UNIVERSITY BLVD. STE 610
ROUND ROCK, TX 78664

UNITE PRIVATE NETWORKS
8111 LYNDON B JOHNSON FWY
STE 600
DALLAS, TX 75251
ATMOS MIDTX
3110 IH35
ROUND ROCK, TX 78681
512-310-3801

JONAH SPECIAL UTILITY DISTRICT
512-759-1286

THIS DOCUMENT WAS ORIGINALLY
SIGNED, SEALED AND DATED BY:
ADRIELL SHRIKISSOON, P.E.
TEXAS NO: 147181
DATE: 4/12/2024
THIS ELECTRONIC FILE IS PROVIDED FOR
INFORMATION ONLY AND IS NOT INTENDED
FOR ANY USE WITHOUT AN ORIGINAL SEAL,
SIGNATURE AND DATE.

ADRIELL SHRIKISSOON, P.E.
FREESE AND NICHOLS, INC.

DATE

THIS DOCUMENT WAS ORIGINALLY
SIGNED, SEALED AND DATED BY:
JUAN PABLO CANTU, P.E.
TEXAS NO: 90105
DATE: 4/12/2024
THIS ELECTRONIC FILE IS PROVIDED FOR
INFORMATION ONLY AND IS NOT INTENDED
FOR ANY USE WITHOUT AN ORIGINAL SEAL,
SIGNATURE AND DATE.

JUAN-PABLO CANTU, P.E.
FREESE AND NICHOLS, INC.

DATE

This Record Drawing is a combination of the
sealed engineering contract drawings for this
project, modified by information furnished by
the contractor reflecting changes in the Project
made during construction. The original sealed
drawings are on file at the offices of
FREESE AND NICHOLS, INC.
RECORD DRAWINGS PREPARED ON:
04/01/26

PATRICIA A. DAVIS, MSCE, P.E., LGPP
CITY OF HUTTO

DATE

ACAD Ref: 25.1s (LMS Tech)
Filename: N:\WTU\Drawings\GN-ALL-LEGEND.dwg
Last Saved: 4/2/2026 12:55 PM - Saved By: 03919

✱ ANTENNA

✂ AERIAL TARGET

📦 BOX TARGET

● AXLE FOUND

📍 BENCHMARK

○ BRACE POLE

■ CMKR (TYPE I) FOUND

🧹 CLEANOUT

📺 CABLE TV PEDESTAL

📺 CABLE TV SRVC BOX

⚓ FAUCET

🔥 FIRE HYDRANT

Ⓜ GAS METER

○ GUY POLE (DEADMAN)

➔ GUY ANCHOR

⛶ GAS VALVE

⚡ HIGH VOLTAGE TRANS TOWER

📶 ELEC. JUNCT. BOX

📶 TELE. JUNCT. BOX

🔌 LUMINARE STANDARD

🕸 ELEC. MANHOLE

🕸 STORM MANHOLE

🕸 TELE. MANHOLE

● WASTEWATER MANHOLE

📦 PULL BOX

⚡ POWER POLE

— WIRE FENCE

— WOOD FENCE

— CHAINLINK FENCE

— OE — OVERHEAD ELECTRIC LINE

— OT — OVERHEAD TELEPHONE LINE

— UE — BURIED ELECTRIC LINE

— FO — BURIED FIBER OPTIC LINE

— SS — BURIED GRAVITY SEWER LINE

— WW — BUREID WASTEWATER FORCE MAIN LINE

▨ PAVEMENT/CONCRETE RESTORATION

▭ TEMPORARY CONSTRUCTION EASEMENT

▭ PERMANENT UTILITY EASEMENT

— — — — — PROPERTY/RIGHT-OF-WAY LINE

🚦 RAILROAD CONTROL BOX

🚦 RAILROAD SWITCH

🚦 RAILROAD XING SIGN

📶 SIGNAL PEDISTAL

● SERVICE POLE ELEC.

📶 TELE. POLE

📺 ELEC. PEDESTAL

📺 TELE. PEDESTAL

⊗ TRAVERSE POINT

🌳 TREE (EXIST.)

● TRAFF SIGNAL LIGHT POLE

📶 TRANS. TOWER

⛶ GAS VALVE

⛶ GAS VENT

⛶ WATER VALVE

🕸 WATER METER

📦 MAILBOX

● LIGHT POLE

● SIGN

▲ GPS MONUMENT

🔍 1/2" IRON ROD FOUND W/ CAP UNLESS NOTED

■ TYPE I CONCRETE MONUMENT FOUND

📦 TYPE II MONUMENT SET

📦 TYPE II MONUMENT FOUND

🔍 1/2" IRON PIPE FOUND UNLESS NOTED

○ 1/2" IRON ROD SET W/TXDOT-ALUMINUM CAP UNLESS NOTED

● 1/2" IRON ROD FOUND UNLESS NOTED

▲ 60 D NAIL SET UNLESS NOTED

▲ 60 D NAIL FOUND UNLESS NOTED

△ CALCULATED POINT

✳ FENCE POST

📦 PROPERTY LINE

🔍 AIR RELEASE VALVE

ABBREVIATIONS

APPROX.	APPROXIMATELY
ARV	AIR RELEASE VALVE
EX.	EXISTING
FM	FORCE MAIN
FOC	FIBER OPTIC CABLE
G	GAS
LAS	LIQUID AMMONIUM SULFATE
PL	POWER LINE
PVC	POLYVINYL CHLORIDE
RJ	RESTRAINED JOINT
SAN	SANITARY SEWER
STD	STANDARD PROCTOR
TS&V	TAPPING SLEEVE AND VALVE
TYP.	TYPICAL
UNK	UNKNOWN
WM	WATER MAIN

TREE ABBREVIATIONS

AE=AMERICAN ELM
BE=BOXELDER
BOIS=BOIS D' ARC
BP=BRADFORD PEAR
CB=CHINABERRY
CE=CEDAR ELM
CED=CEDAR
CM=CREPE MYRTLE
CT=CHINESE TALLOW
CW=COTTONWOOD
CYP=CYPRESS
HB=HACKBERRY
LO=LIVEOAK
MSQ=MESQUITE
MUL=MULBERRY
PEC=PECAN
PO=POST OAK
RO=RED OAK
SHIN=SHIN OAK
SHU=SHUMARDI
SO=SPANISH OAK
SYC=SYCAMORE
WAL=WALNUT
WIL=WILLOW
WO=WHITEOAK

UNLABELED IS ORNAMENTAL

This Record Drawing is a combination of the sealed engineering contract drawings for this project and the electronic file provided to the contractor reflecting changes in the Project made during construction. The original sealed drawings are on file at the offices of
FREESSE AND NICHOLS, INC.
RECORD DRAWINGS PREPARED ON:
04/02/26

Freese and Nichols, Inc.

Texas Registered Engineering Firm F-2144

THIS DOCUMENT WAS ORIGINALLY
SIGNED, SEALED AND DATED BY:
DANIEL SHREVESS, P.E.
PROJECT SHEET NO. 10431
DATE: 4/12/2024
THIS ELECTRONIC FILE IS PROVIDED FOR
INFORMATION ONLY AND IS NOT INTENDED
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SIGNATURE AND DATE.



10431 Morado Circle, Suite 300
Austin, Texas 78729
Phone - (512) 617-5100
Web - www.freese.com

CITY OF HUTTO, TEXAS
NORTHWEST TRANSMISSION MAIN

GENERAL

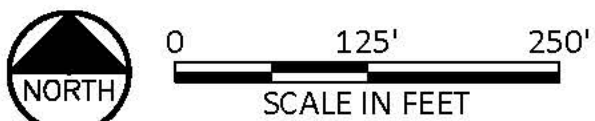
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NO.	ISSUE	BY	DATE	F&N JOB NO.	HTO22886
				DATE	04/01/26
				DESIGNED	AFS
				DRAWN	JAR
				REVISED	JAR
				CHECKED	ACH
1	RECORD DRAWINGS	AFS	04/03/26	FILE NAME	GN-ALL-LEGEND.dwg
0	VERIFY SCALE				

SHEET
G-2

RECORD DRAWINGS

SEQ.



SURVEYOR'S BENCHMARKS			
BM NO.	NORTHING	EASTING	ELEVATION
BM-442-34	10178301.59	3170102.45	706.99
BM-442-36	10178222.51	3171096.90	694.20
BM-442-37	10178429.10	3171941.57	700.16
BM-442-38	10178713.29	3172884.86	680.65
BM-442-39	10178910.24	3174032.29	660.47

COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE 4203. TO CONVERT COORDINATES AND DISTANCES TO GRID VALUES MULTIPLY BY A COMBINED SURFACE ADJUSTMENT FACTOR OF 0.99989170. ELEVATIONS REPORTED ARE ORTHOMETRIC HEIGHTS BASED ON NAVD 88.

MATCH LINE - SEE BELOW

THIS DOCUMENT WAS ORIGINALLY
SIGNED, SEALED AND DATED BY:

ADRIELL SHRIKISSOON P. E.
TEXAS NO.: 147181
DATE: 4/12/2024

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**FREESE
& NICHOLS**
10431 Morado Circle, Suite 300
Austin, Texas 78759
Phone - (512) 617-3100
Web - www.freese.com

CITY OF HUTTO, TEXAS

NORTHWEST TRANSMISSION MAIN

GENERAL

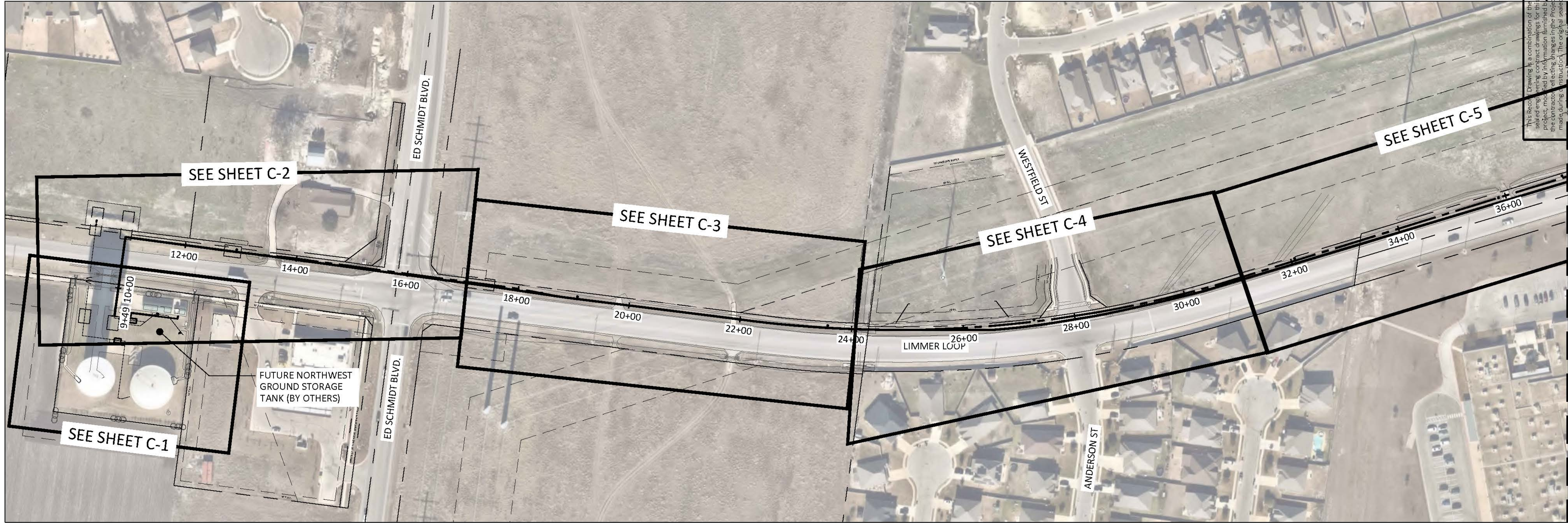
SURVEY SITE PLAN, NOTES & BENCHMARKS

SHEET	NO.	ISSUE	BY	DATE	FRN/JOB NO.	HT0228896
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					DESIGNED	AFS
					DRAWN	JAR
					REVISED	JAR
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	FILE NAME GN-PL-SURVEY.dwg					

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MATCH LINE - SEE ABOVE



0 125' 250'
SCALE IN FEET

RECORD DRAWINGS

MATCH LINE - SEE BELOW

This Record Drawing is a combination of the original and revised drawings. It is the responsibility of the engineer to ensure that the drawing is accurate and that all changes are properly noted. The original sealed drawing is the basis for this record drawing. The original sealed drawing is the basis for this record drawing.

FREESE AND NICHOLS, INC.
RECORD DRAWINGS PREPARED ON: 04/2/26

CITY OF HUTTO, TEXAS

NORTHWEST TRANSMISSION MAIN

GENERAL

PROJECT KEY PLAN

NO.	ISSUE	BY	DATE	HTO22886
1	RECORD DRAWINGS	AFS	04/03/26	AFS
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SHEET G-4

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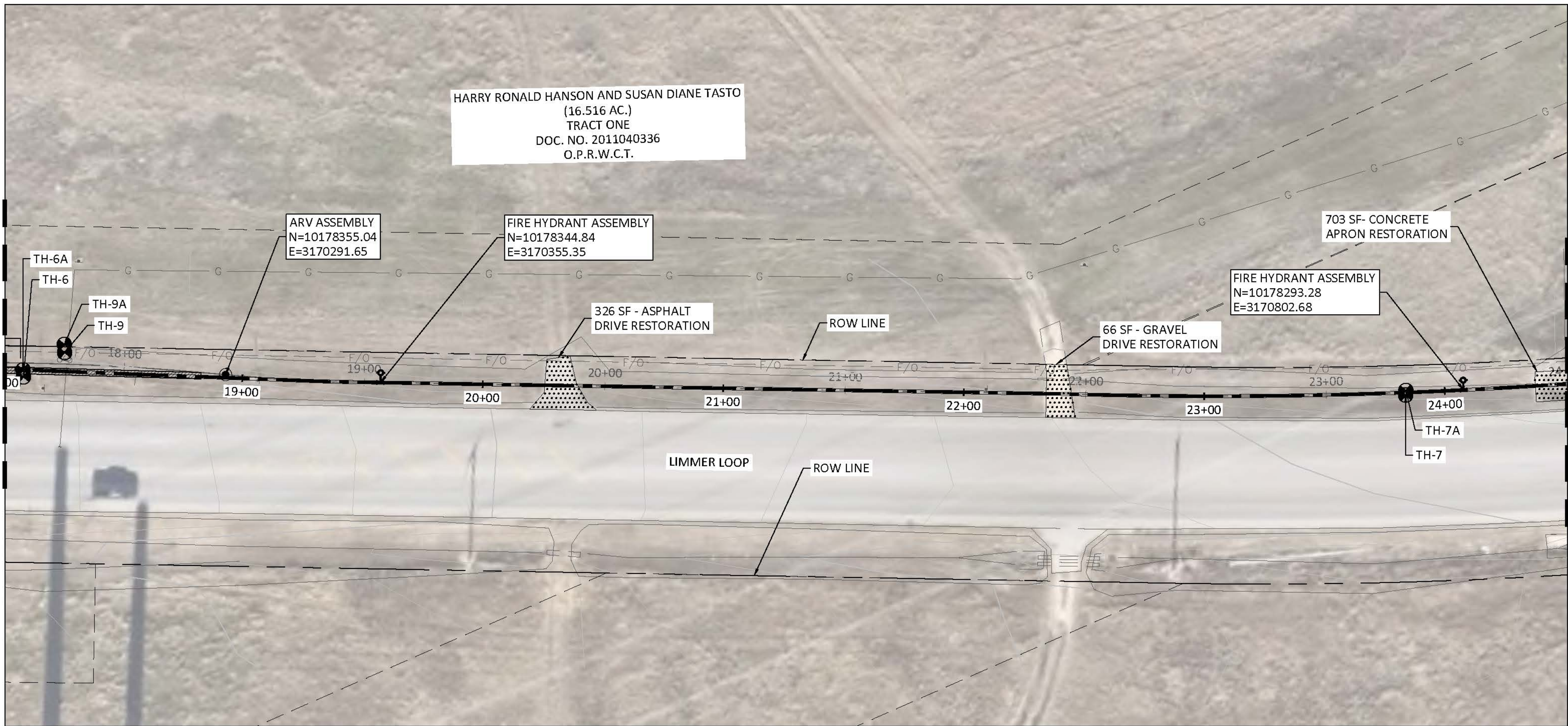
10451 Morado Circle, Suite 300
Houston, Texas 77079
Phone: (312) 617-5100
Web: www.freeseandnichols.com

FREESE AND NICHOLS

Freeze and Nichols, Inc.
Texas Registered Engineering Firm F-2144

ACAD Rpt: 251s (LMS Tech)
Filename: N:\WTU\Drawings\CV-PP-PIPE01.dwg
Last Saved: 4/2/2026 1:00 PM Saved By: 03919

MATCH LINE - STA 17+50



MATCH LINE - STA 24+00

Northwest TM Elevations provided by Nelson-Lewis Construction, Inc				
Point #	Easting	Northing	Elevation	Label
1	10178344.55	3170353.926	702.592	FH VALVE
2	10178348.81	3170354.41	705.632	FIRE HYDRANT
3	10178338.77	3170387.131	698.88	TRANS. WATER LN.
4	10178330.25	3170451.417	696.92	TRANS. WATER LN.
5	10178317.1	3170558.944	695.18	TRANS. WATER LN.
6	10178295.08	3170800.645	696.936	FH VALVE
7	10178297.97	3170801.184	698.84	FIRE HYDRANT
8	10178295.08	3171125.788	689.96	TRANS. WATER LN.
9	10178297.46	3171152.043	696.003	INLINE VALVE
10	10178308.07	3171179.361	698.054	FIRE HYDRANT
11	10178306.62	3171186.597	892.83	TRANS. WATER LN.
12	10178308.8	3171196.872	694.13	TOP CASING
13	10178322.67	3171284.664	693.01	TOP CASING
14	10178328.72	3171348.26	689.39	TRANS. WATER LN.
15	10178349.95	3171444.415	692.2	TRANS. WATER LN.
16	10178384.4	3171558.539	693.54	TRANS. WATER LN.
17	10178410.66	3171643.412	698.672	FH VALVE

Northwest TM Elevations provided by Nelson-Lewis Construction, Inc				
Point #	Easting	Northing	Elevation	Label
18	10178418.11	3171641.286	701.071	FIRE HYDRANT
19	10178429.5	3171709.095	694.4	TRANS. WATER LN.
20	10178466.75	3171824.495	693.28	TRANS. WATER LN.
21	10178501.12	3171935.629	694.452	TRANS. WATER LN.
22	10178636.19	3172378.224	686.74	TOP CASING
23	10178362.01	3170195.619	702.795	top pipe
24	10178365.95	3170173.077	703.395	45 degree top
25	10178373.49	3170164.836	697.99	45 degree top
26	10178375.02	3170153.57	698.841	TOP CASING
27	10178423.33	3169782.752	701.706	TOP CASING
28	10178446.98	3169492.888	704	TOP CASING
29	10178447.5	3169493.835	711.66	top pipe
30	10178456.91	3169548.983	705.59	top 90 water line
31	10178439.7	3169627.849	703.91	top pipe
32	10178668.13	3172487.085	684.73	top 90 water line
33	10178588.54	3172538.713	680.5	top pipe
34	10178587.16	3172529.472	681.16	top pipe

NOTE: PROFILE SHOWN IS PER THE ISSUED FOR CONSTRUCTION PLAN SET. THE AS-BUILT HORIZONTAL LOCATION IS SHOWN IN THE PLAN VIEW ABOVE.

This Record Drawing is a combination of the sealed engineering contract drawings and this Record Drawing. The Record Drawing is the final drawing for the project and it is the contractor's responsibility to verify the accuracy of the information shown on this drawing. The original sealed drawings are on file at the offices of
FREESE AND NICHOLS, INC.
RECORD DRAWINGS PREPARED ON: 04/2/2026



0 10' 20' 30' 60'
SCALE IN FEET
HORIZONTAL
0 5' 10'
SCALE IN FEET
VERTICAL

NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
2. IF ANY EXISTING UTILITIES ARE DAMAGED, CONTRACTOR TO REPAIR AT NO COST TO THE CITY.
3. CONTRACTOR TO REPLACE ANY SIGNS THAT WERE REMOVED DURING CONSTRUCTION.
4. HYDRANTS SHOWN ARE INDICATIVE. FIELD FIT IN LOCATION APPROXIMATELY SHOWN.
5. CONTRACTOR TO PROVIDE TRAFFIC CONTROL PLANS FOR APPROVAL BY THE ENGINEER.
6. CONTRACTOR TO RESTORE SITE TO PRE-CONSTRUCTION CONDITION OR BETTER.

Freeze and Nichols, Inc.
Texas Registered Engineering Firm F-2144

THIS DOCUMENT WAS ORIGINALLY
SIGNED, SEALED AND DATED BY:
ADRIEL SHREVESSON P.E.
DATE: 4/1/2024
THIS ELECTRONIC FILE IS PROVIDED FOR
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10451 Morado Circle, Suite 300
Austin, Texas 78725
Phone: (312) 617-3100
Web: www.freeze.com

CITY OF HUTTO, TEXAS

NORTHWEST TRANSMISSION MAIN

CIVIL

PLAN & PROFILE
STA 17+50 TO STA 24+00

R&N JOB NO.

DATE

BY

NO.

ISSUE

SHEET

1

RECORD DRAWINGS

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FILE NAME

HT022886

04/01/26

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04/03/26

CV-PP-PIPE01.dwg

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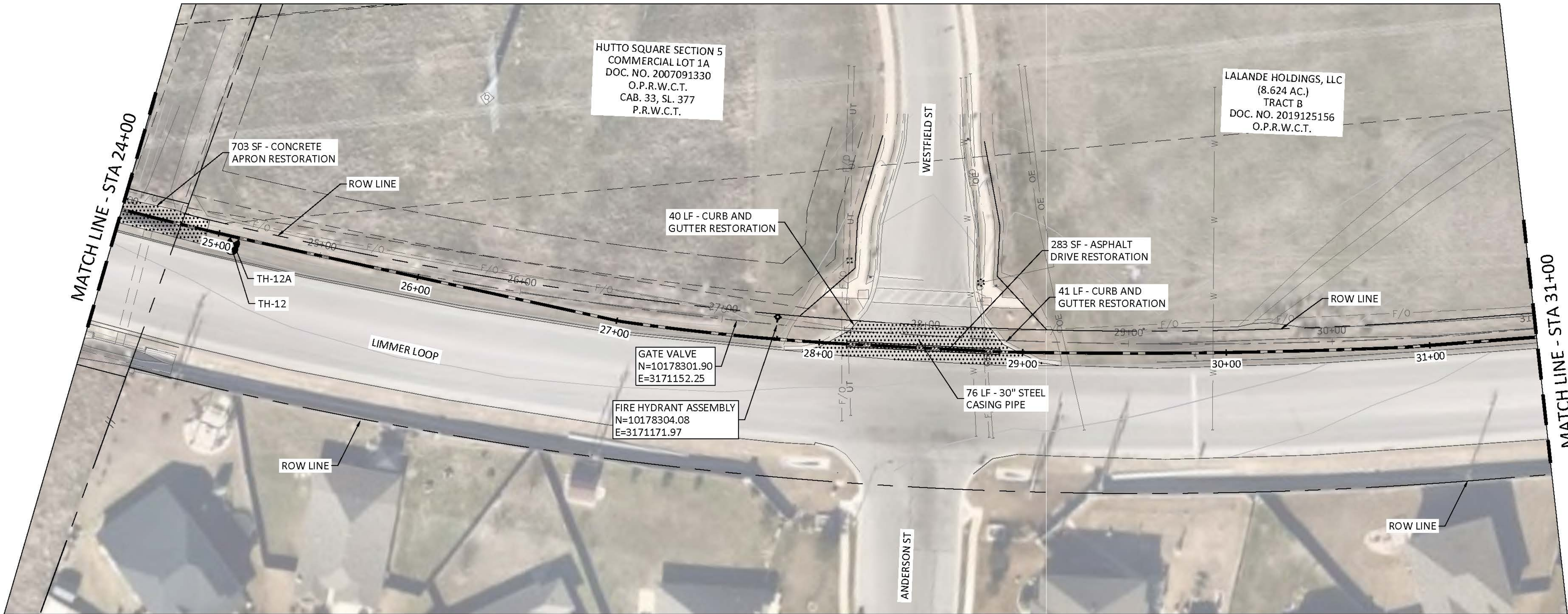
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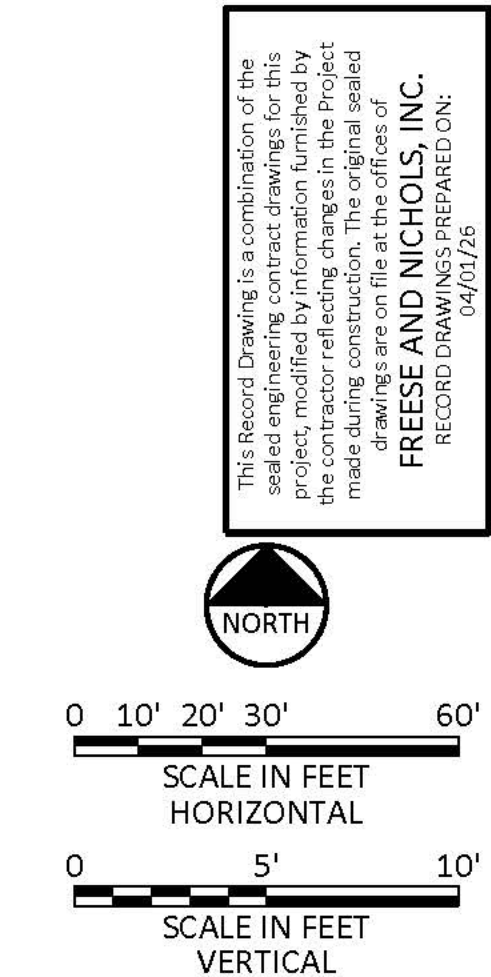
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Northwest TM Elevations provided by Nelson-Lewis Construction, Inc				
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- NOTES:
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 - IF ANY EXISTING UTILITIES ARE DAMAGED, CONTRACTOR TO REPAIR AT NO COST TO THE CITY.
 - ACCESS MUST BE MAINTAINED TO HUTTO TOWN SQUARE RESIDENTIAL DEVELOPMENT AT ALL TIMES. DURING ALL ACTIVITIES THAT IMPACT ACCESS TO WESTFIELD STREET, ACCESS MUST BE MAINTAINED AT SHERMAN STREET.
 - CONTRACTOR TO REPLACE ANY SIGNS THAT WERE REMOVED DURING CONSTRUCTION.
 - HYDRANTS SHOWN ARE INDICATIVE. FIELD FIT IN LOCATION APPROXIMATELY SHOWN.
 - CONTRACTOR TO PROVIDE TRAFFIC CONTROL PLANS FOR APPROVAL BY THE ENGINEER.
 - CONTRACTOR TO RESTORE SITE TO PRE-CONSTRUCTION CONDITION OR BETTER.

THIS DOCUMENT WAS ORIGINALLY SIGNED, SEALED AND DATED BY: ADRIEL SHREVESSON P.E. DATE: 4/12/2024
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FREESE & NICHOLS
10431 Morado Circle, Suite 300
Austin, Texas 78759
Phone - (312) 617-3100
Web - www.freese.com

CITY OF HUTTO, TEXAS

NORTHWEST TRANSMISSION MAIN

CIVIL
PLAN & PROFILE
STA 24+00 TO STA 31+00

FILE NO. HTO22886
DATE 04/01/26
DESIGNED AFS
DRAWN JAR
REVISED JAR
CHECKED ACH
FILE NAME CV-PP-PIPE01.dwg

1. RECORD DRAWINGS
0 VERIFY SCALE
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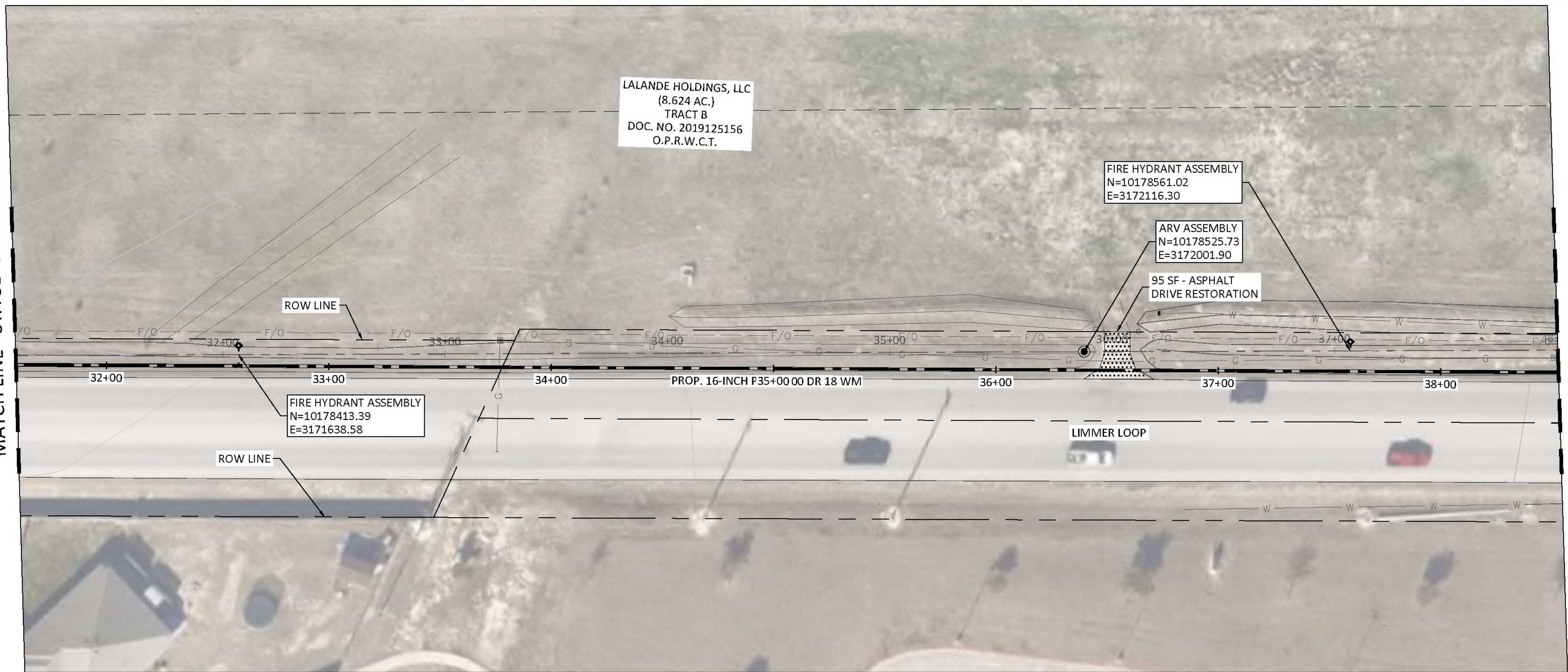
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C-4

SEQ.

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MATCH LINE - STA 31+00



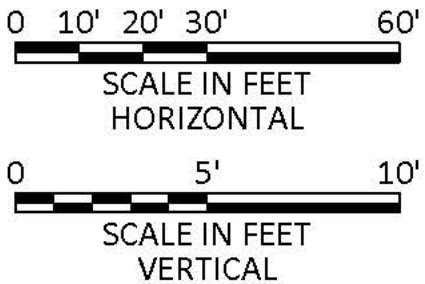
MATCH LINE - STA 38+00

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1	10178344.55	3170353.926	702.592	FH VALVE
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30	10178456.91	3169548.983	705.59	top 90 water line
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FREESE AND NICHOLS, INC.
RECORD DRAWINGS PREPARED ON: 04/2/2026



NOTES:

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Freeze and Nichols, Inc.
Texas Registered Engineering Firm F-2144

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Web: www.freezeandnichols.com

CITY OF HUTTO, TEXAS

NORTHWEST TRANSMISSION MAIN

CIVIL

PLAN & PROFILE
STA 31+00 TO STA 38+00

PROJECT NO.

HT022886

DATE

04/01/26

DESIGNED

AFS

DRAWN

JAR

REVISED

JAR

CHECKED

ACH

FILE NAME

CV-PP-PIPE01.dwg

NO. 1

RECORD DRAWINGS

VERIFY SCALE

0

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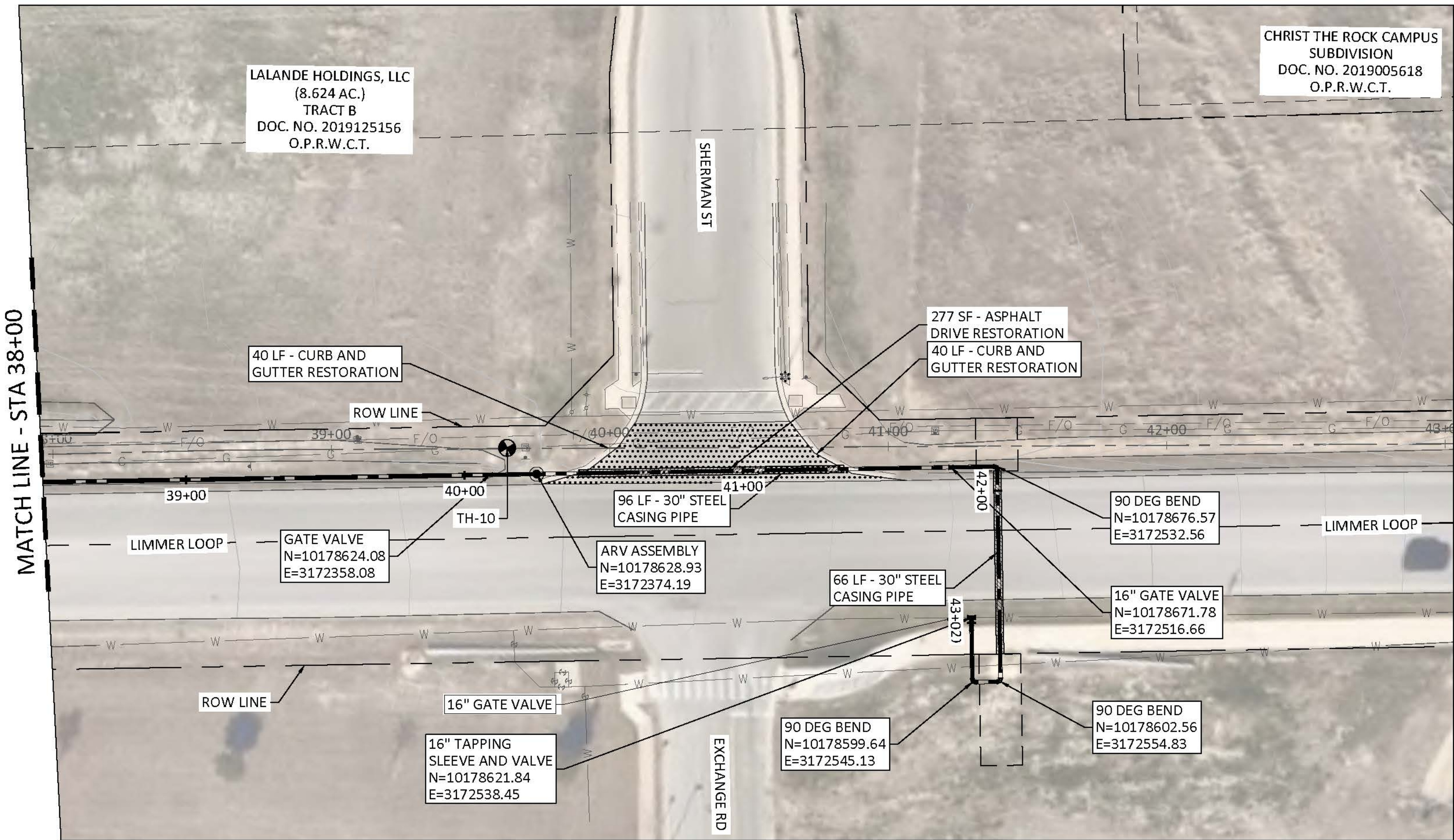
SHEET

C-5

RECORD DRAWINGS

SEQ.

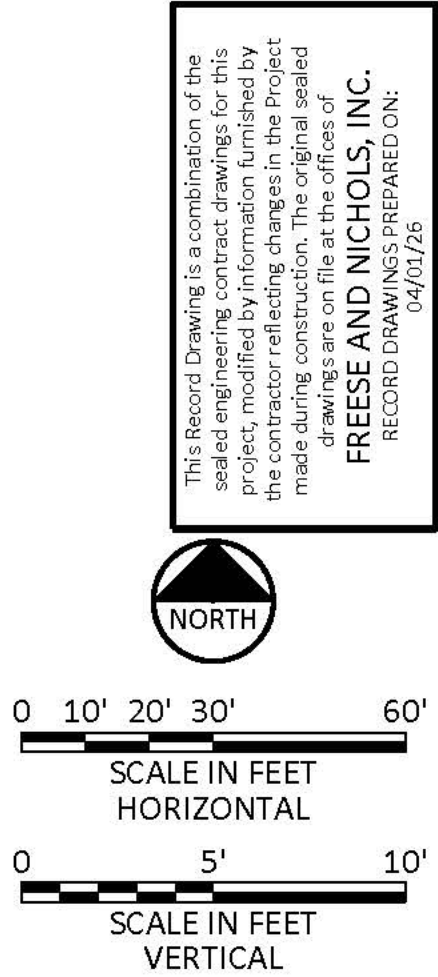
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Filename: N:\WTU\Drawings\CV-PP-PIPE01.dwg
Last Saved: 4/2/2026 1:00 PM Saved By: 03919



Northwest TM Elevations provided by Nelson-Lewis Construction, Inc				
Point #	Easting	Northing	Elevation	Label
1	10178344.55	3170353.926	702.592	FH VALVE
2	10178348.81	3170354.41	705.632	FIRE HYDRANT
3	10178338.77	3170387.131	698.88	TRANS. WATER LN.
4	10178330.25	3170451.417	696.92	TRANS. WATER LN.
5	10178317.1	3170558.944	695.18	TRANS. WATER LN.
6	10178295.08	3170800.645	696.936	FH VALVE
7	10178297.97	3170801.184	698.84	FIRE HYDRANT
8	10178295.08	3171125.788	689.96	TRANS. WATER LN.
9	10178297.46	3171152.043	696.003	INLINE VALVE
10	10178308.07	3171179.361	698.054	FIRE HYDRANT
11	10178306.62	3171186.597	892.83	TRANS. WATER LN.
12	10178308.8	3171196.872	694.13	TOP CASING
13	10178322.67	3171284.664	693.01	TOP CASING
14	10178328.72	3171348.26	689.39	TRANS. WATER LN.
15	10178349.95	3171444.415	692.2	TRANS. WATER LN.
16	10178384.4	3171558.539	693.54	TRANS. WATER LN.
17	10178410.66	3171643.412	698.672	FH VALVE

Northwest TM Elevations provided by Nelson-Lewis Construction, Inc				
Point #	Easting	Northing	Elevation	Label
18	10178418.11	3171641.286	701.071	FIRE HYDRANT
19	10178429.5	3171709.095	694.4	TRANS. WATER LN.
20	10178466.75	3171824.495	693.28	TRANS. WATER LN.
21	10178501.12	3171935.629	694.452	TRANS. WATER LN.
22	10178636.19	3172378.224	686.74	TOP CASING
23	10178362.01	3170195.619	702.795	top pipe
24	10178365.95	3170173.077	703.395	45 degree top
25	10178373.49	3170164.836	697.99	45 degree top
26	10178375.02	3170153.57	698.841	TOP CASING
27	10178423.33	3169782.752	701.706	TOP CASING
28	10178446.98	3169492.888	704	TOP CASING
29	10178447.5	3169493.835	711.66	top pipe
30	10178456.91	3169548.983	705.59	top 90 water line
31	10178439.7	3169627.849	703.91	top pipe
32	10178668.13	3172487.085	684.73	top 90 water line
33	10178588.54	3172538.713	680.5	top pipe
34	10178587.16	3172529.472	681.16	top pipe

NOTE: PROFILE SHOWN IS PER THE ISSUED FOR CONSTRUCTION PLAN SET. THE AS-BUILT HORIZONTAL LOCATION IS SHOWN IN THE PLAN VIEW ABOVE.



- NOTES:
- CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
 - IF ANY EXISTING UTILITIES ARE DAMAGED, CONTRACTOR TO REPAIR AT NO COST TO THE CITY.
 - ACCESS MUST BE MAINTAINED TO HUTTO TOWN SQUARE RESIDENTIAL DEVELOPMENT AT ALL TIMES. DURING ALL ACTIVITIES THAT IMPACT ACCESS TO WESTFIELD STREET, ACCESS MUST BE MAINTAINED AT SHERMAN STREET.
 - CONTRACTOR TO REPLACE ANY SIGNS THAT WERE REMOVED DURING CONSTRUCTION.
 - HYDRANTS SHOWN ARE INDICATIVE. FIELD FIT IN LOCATION APPROXIMATELY SHOWN.
 - CONTRACTOR TO PROVIDE TRAFFIC CONTROL PLANS FOR APPROVAL BY THE ENGINEER.
 - CONTRACTOR TO RESTORE SITE TO PRE-CONSTRUCTION CONDITION OR BETTER.

THIS RECORD DRAWING IS A COMBINATION OF THE AS-BUILT AND THE ISSUED FOR CONSTRUCTION DRAWINGS. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION. THE ORIGINAL SEALED DRAWINGS ARE ON FILE AT THE OFFICE OF FREESE AND NICHOLS, INC. RECORD DRAWINGS PREPARED ON: 04/2/2026

Freese and Nichols, Inc.
Texas Registered Engineering Firm F-2144

THIS DOCUMENT WAS ORIGINALLY SIGNED, SEALED AND DATED BY: ADRIEL SHREVESSON P.E.
DATE: 4/1/2024
THIS ELECTRONIC FILE IS PROVIDED FOR INFORMATION ONLY AND IS NOT INTENDED FOR ANY USE WITHOUT AN ORIGINAL SEAL, SIGNATURE AND DATE.

FREESE & NICHOLS
10451 Morado Circle, Suite 300
Austin, Texas 78725
Phone: (512) 617-5100
Web: www.freese.com

CITY OF HUTTO, TEXAS
NORTHWEST TRANSMISSION MAIN
CIVIL
PLAN & PROFILE
STA 38+00 TO END STA

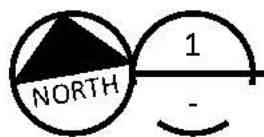
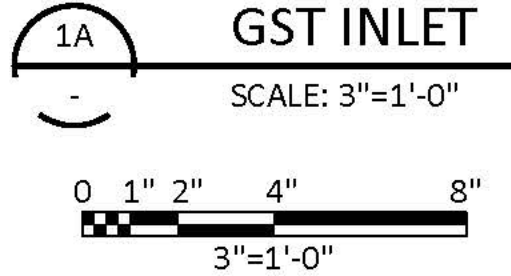
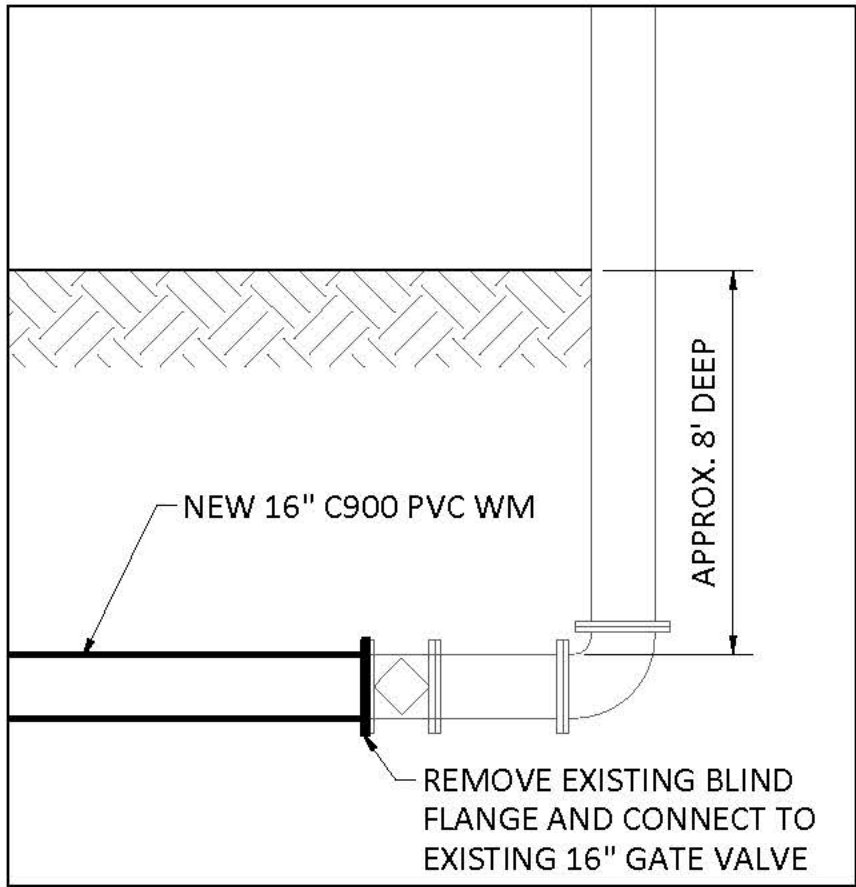
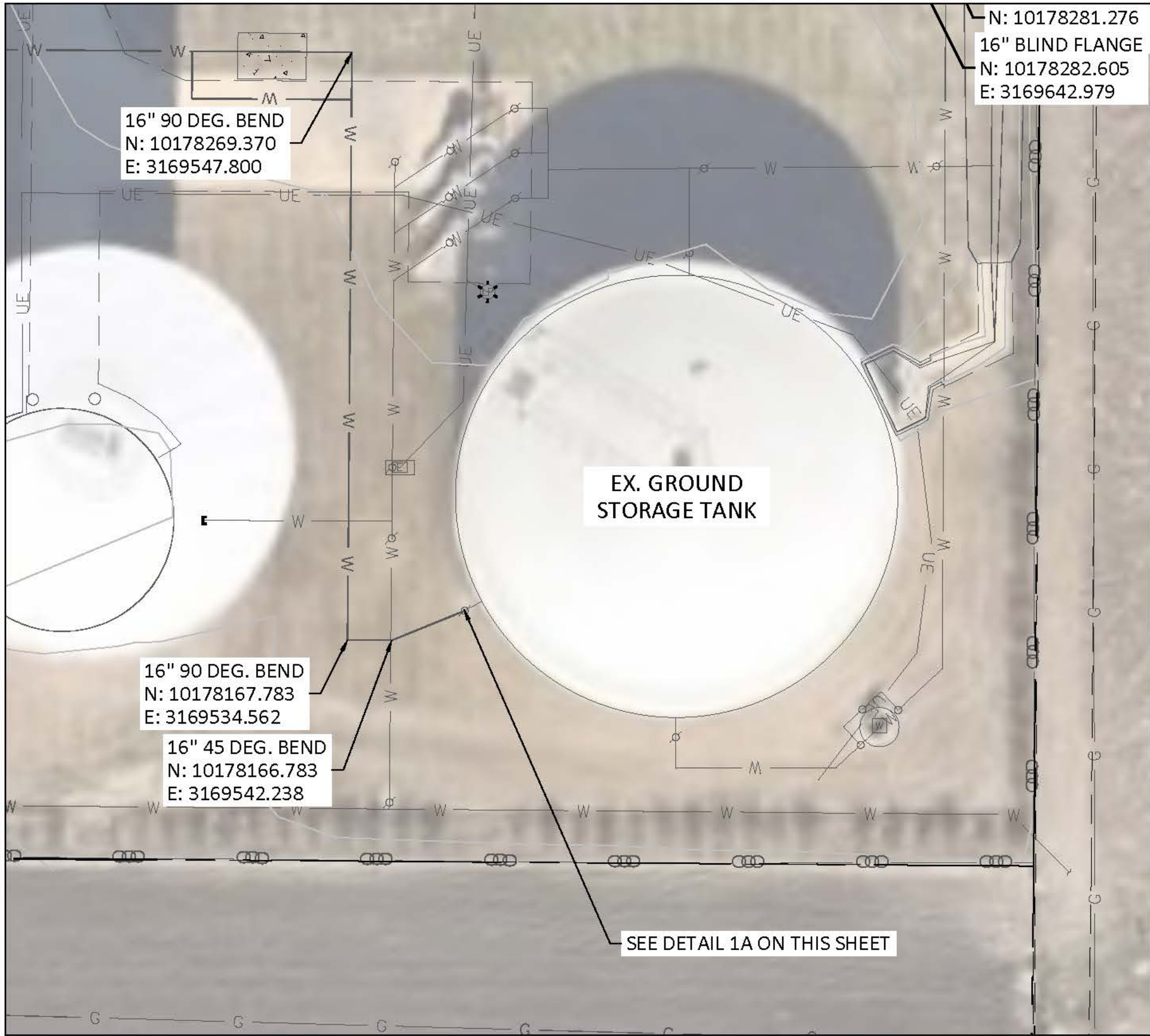
FILE NO.	DATE	BY	DATE	FILE NAME
HT022886	04/01/26			CV-PP-PIPE01.dwg
DESIGNED	AFS			
DRAWN	JAR			
REVISED				
CHECKED				
ACH				

1. RECORD DRAWINGS
0. VERIFY SCALE
Bar is one inch on original drawing, if not one inch on this sheet, adjust scale.

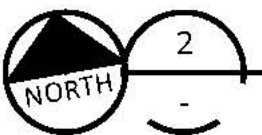
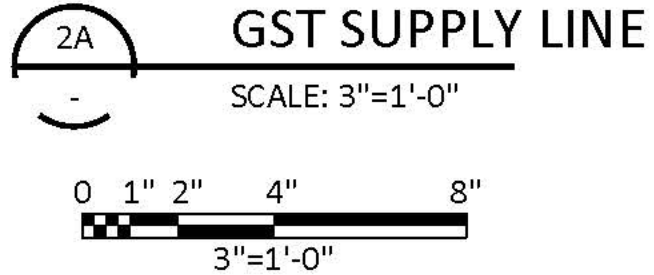
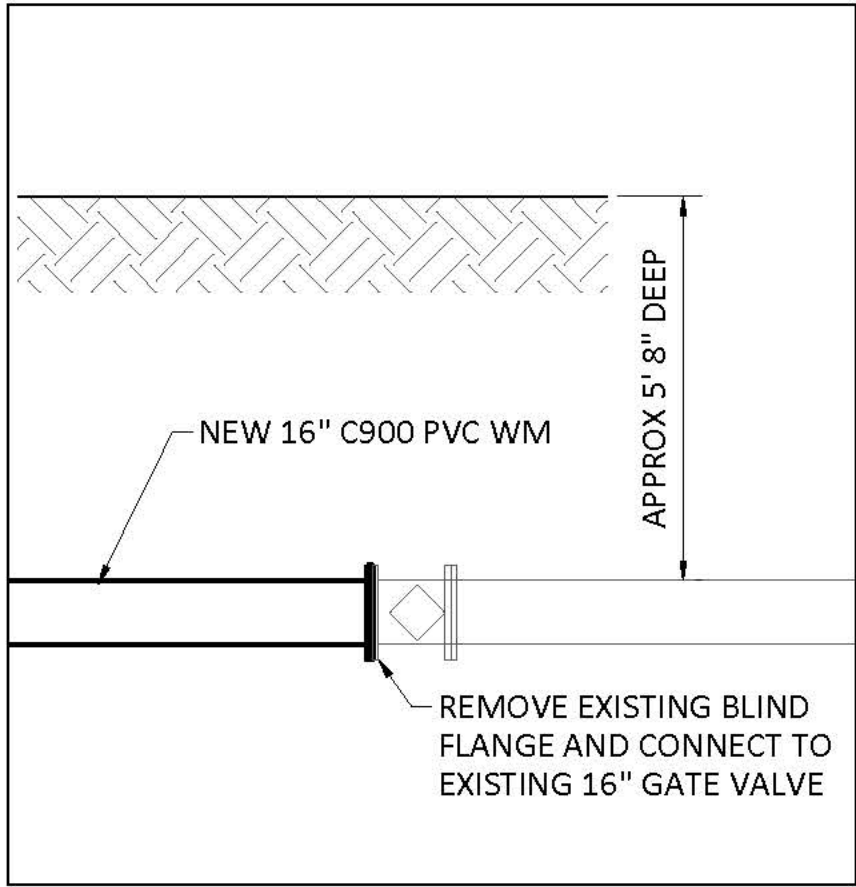
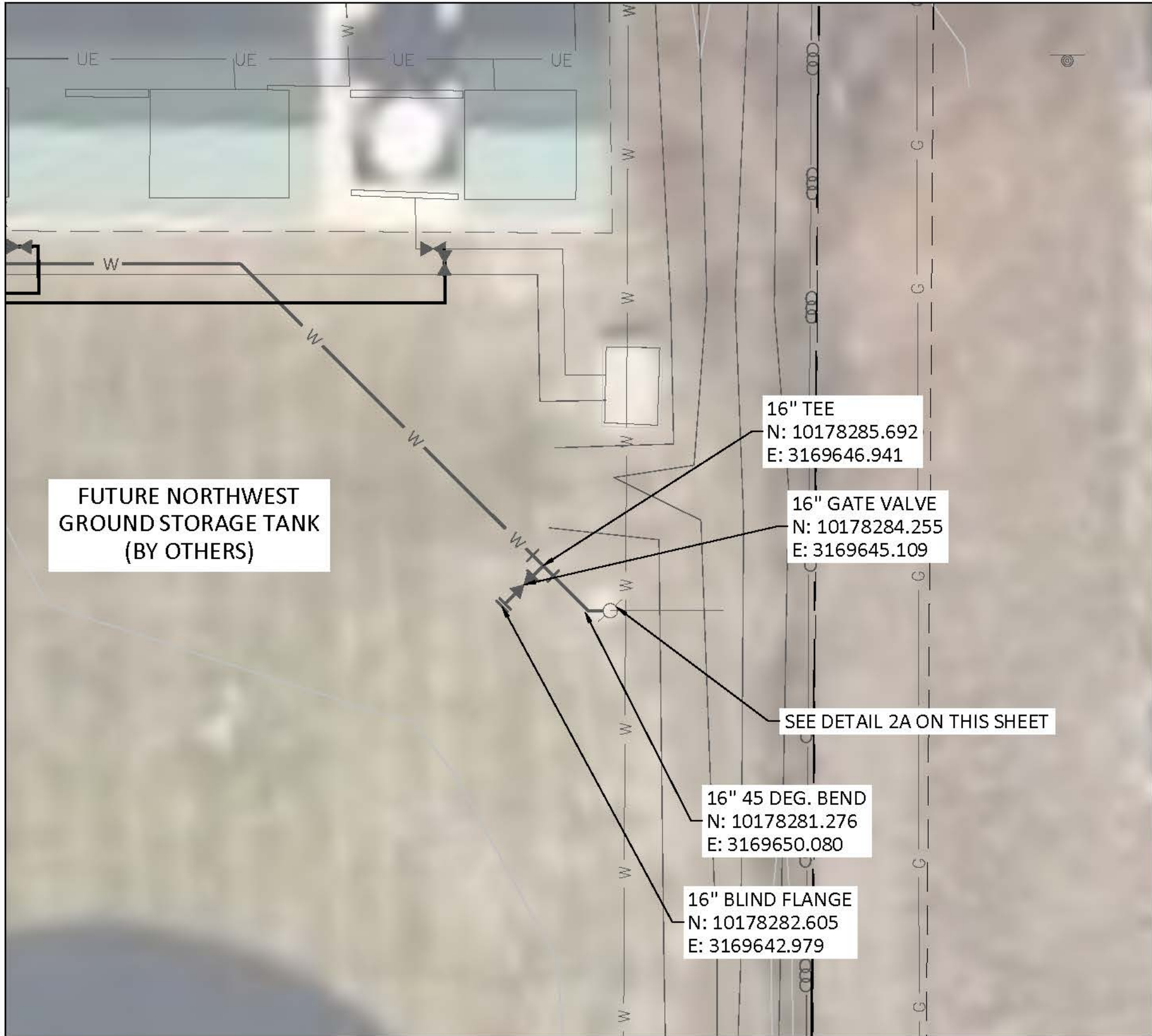
RECORD DRAWINGS

SEQ.

C-6



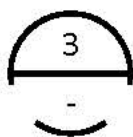
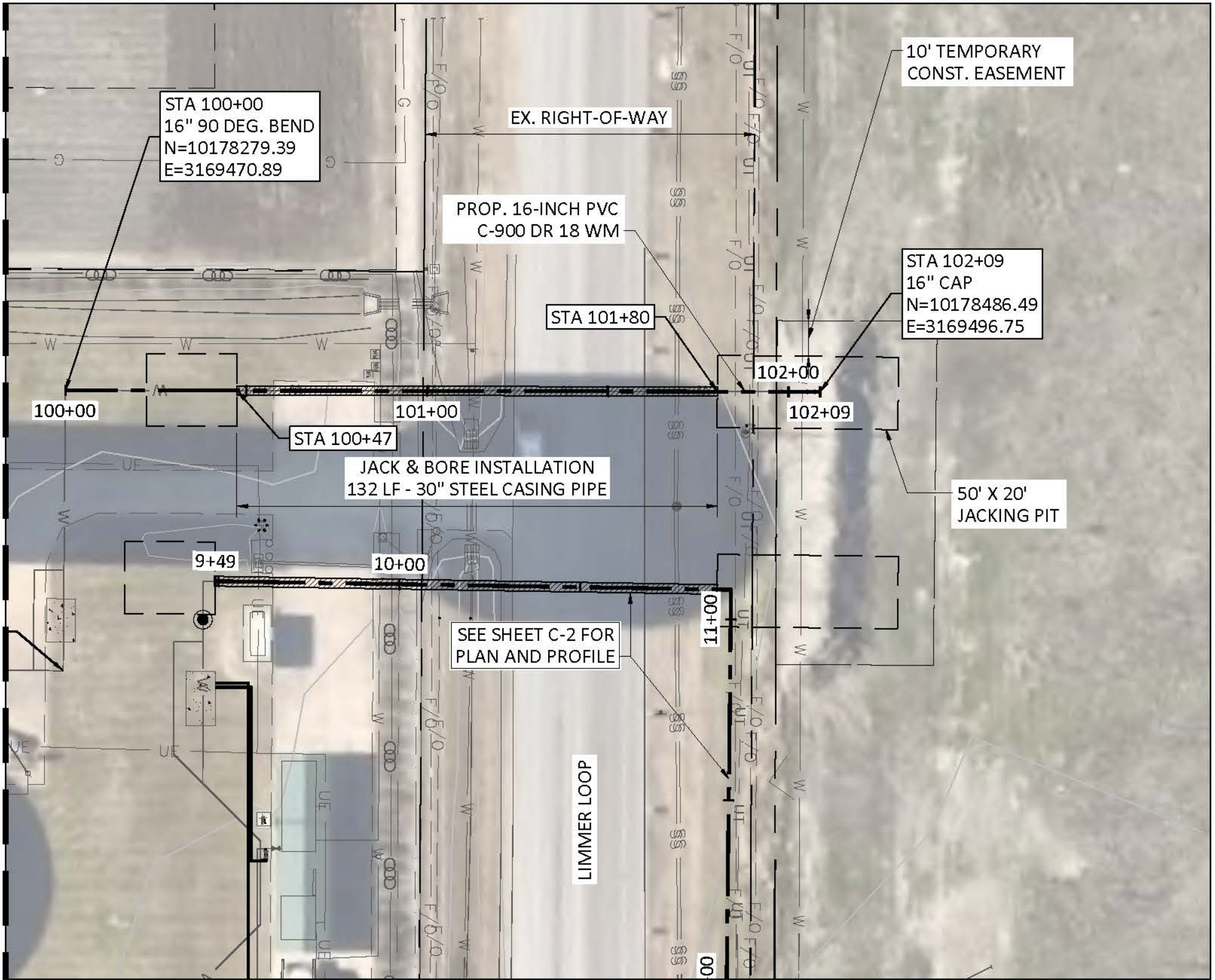
CONNECTION DETAIL AT
EXISTING GROUND STORAGE TANK



CONNECTION DETAIL AT
EXISTING 16" INLET

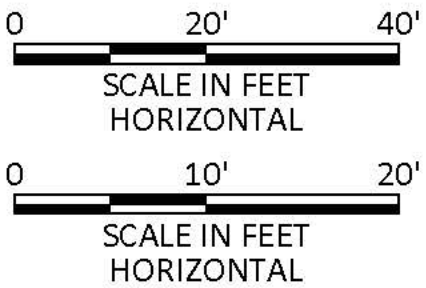


SEE SHEET C-1 FOR CONTINUATION



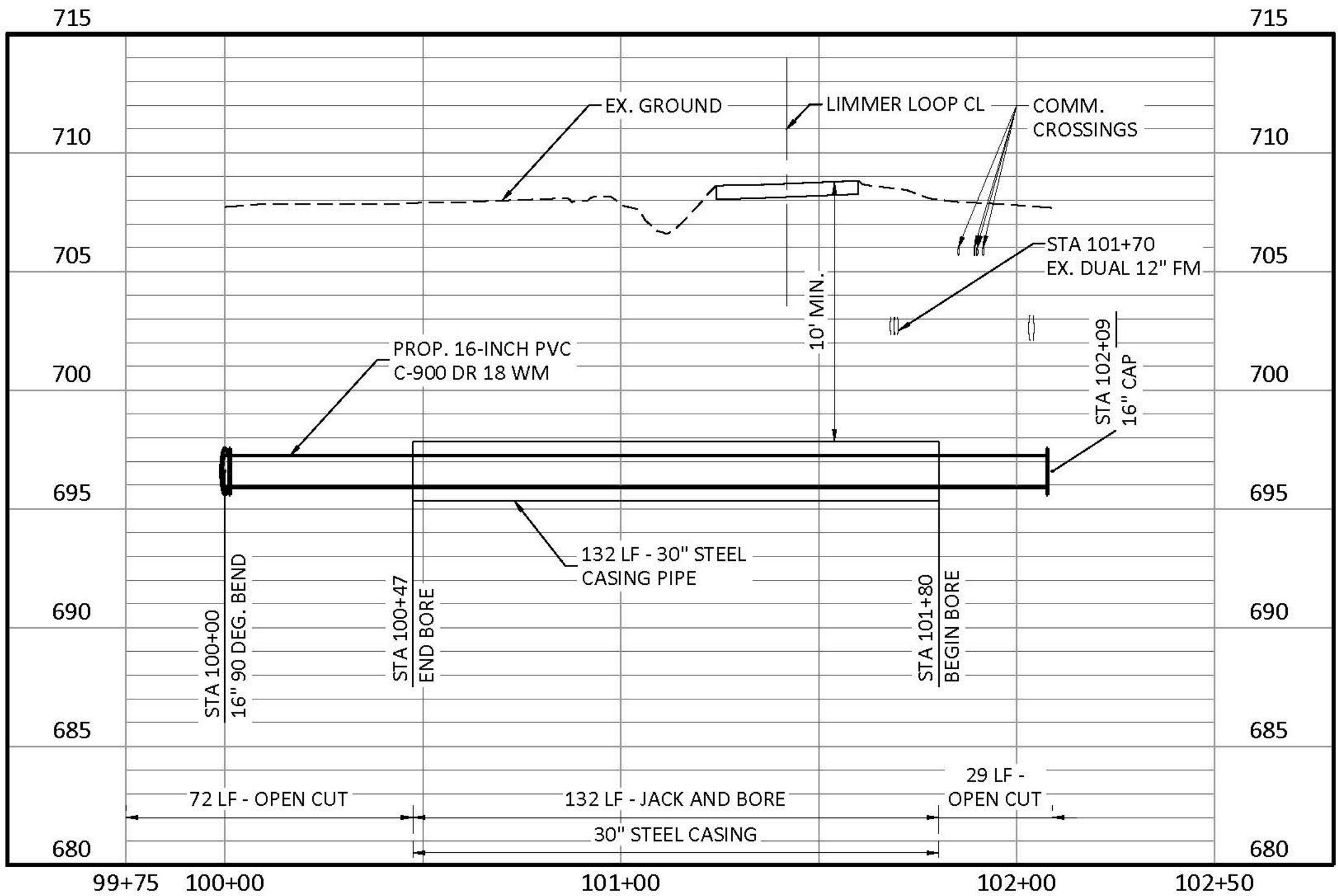
CONNECTION DETAIL AT
JONAH INTERCONNECTION - PLAN

SCALE: 1"=30'



NOTES:

- CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
- IF ANY EXISTING UTILITIES ARE DAMAGED, CONTRACTOR TO REPAIR AT NO COST TO THE CITY.
- COORDINATE WITH MATT EDWARDS (512-845-5203) FOR WATERLINE CONNECTIONS. SHUTOUTS ARE NOT ALLOWED.



CONNECTION DETAIL AT
JONAH INTERCONNECTION - PROFILE

SCALE: 1"=30' HORIZ./1"=5' VERT.

This Record Drawing is a combination of the sealed engineering contract drawings for this project and the electronic file provided to the contractor reflecting changes in the Project made during construction. The original sealed drawings are on file at the offices of
FREESE AND NICHOLS, INC.
RECORD DRAWINGS PREPARED ON:
04/27/26

Freeze and Nichols, Inc.
Texas Registered Engineering Firm F-244

THIS DOCUMENT WAS ORIGINALLY
SIGNED, SEALED AND DATED BY:
ADRELL SHREVESSON P.E.
DRAWN: JAR
DATE: 4/12/2024
THIS ELECTRONIC FILE IS PROVIDED FOR
INFORMATION ONLY AND IS NOT INTENDED
FOR ANY USE WITHOUT AN ORIGINAL SEAL,
SIGNATURE AND DATE.

**FREESE
& NICHOLS**
10431 Morado Circle, Suite 300
Austin, Texas 78729
Phone: (512) 617-3100
Web: www.freezeandnichols.com

CITY OF HUTTO, TEXAS
NORTHWEST TRANSMISSION MAIN

CIVIL

CONNECTION DETAILS

NO.	ISSUE	BY	DATE	FILE NAME	CV-DT-CONNS.dwg
1	RECORD DRAWINGS	AFS	04/03/26		
0	VERIFY SCALE				
Bar is one inch on original drawing, if not one inch on this sheet, adjust scale.					

SHEET
C-11

SEQ.

RECORD DRAWINGS

Engineer's Concurrence Letter

Date: 04/30/2026

To: Texas Commission on Environmental Quality (TCEQ)

Plan and Technical Review Section

Water Supply Division

12100 Park 35 Circle, Austin, TX 78753

Subject: Engineer's Concurrence for Water Main Pipeline Project

I, the undersigned, a licensed Professional Engineer in the State of Texas, hereby concur with the design and construction of the water main pipeline project described below. I affirm that the project complies with the approved plans and specifications, Texas Administrative Code Title 30, Chapter 290, applicable AWWA standards (C600, C651, C655), and the City of Hutto Utility Criteria Manual.

Project Name: Northwest Transmission Main

Project Location: Hutto, Texas

Public Water System (PWS) Name: Hutto

PWS ID Number: TX2460007

Engineer Name: Adriell Shrikissoon

Texas PE License Number: 147181

Firm Name: Freese and Nichols, Inc.

Firm Registration Number: F-2144

Signature: Adriell Shrikissoon

Date Signed: 04/30/2026

Seal:

Adriell Shrikissoon



04/30/2026

FINAL BILLS PAID AFFIDAVIT
BY CONTRACTOR

BEFORE ME, the undersigned authority, personally appeared as
Hank Lewis, known to me to be a credible person, and after
(Name)
being by me duly sworn, upon oath stated and affirmed that: "My name is
J. Brandon Abercrombie and I am the Controller
(Name) (Title)
of Nelson Lewis, Inc.", hereafter referred to in this affidavit as
(Firm)
"Contractor". Contractor's business address is 450 FM 1431 E, Marble Falls,
(Address)
Texas, 78654. The undersigned Contractor has personal knowledge of the facts
(Zip)
stated herein and has full authority to make the agreements in this affidavit on behalf of
Contractor.

Pursuant to and in accordance with a written contract between Contractor and
City of Hutto, collectively referred to as Owner, Contractor furnished
(Owner)
materials and labor for the construction, renovation, installation or repair of
certain improvements (the "Improvements") as indicated in City of Hutto Permit No.
NA.
(Permit Number)

All work provided for under said written construction contract, together with all changes and supplements thereto, has been fully completed in accordance with the terms and provisions of said contract.

Contractor has paid each of its subcontractors, laborers, suppliers and materialmen in full for all labor and materials provided to Contractor for or in connection with the construction, renovation, or repair of the Improvements.

Contractor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, manufacturers, suppliers, or materialmen for or in connection with the furnishing of labor materials, or both, for the construction, renovation, or repair of the Improvements.

Contractor further understands that this Final Bills Paid Affidavit is being given pursuant to and in accordance with Section 53.085 of the Texas Property Code and that the

intentional, knowing, or reckless making of a false or misleading statement in this Affidavit constitutes an offense under said Section and is a Class A misdemeanor.

Contractor hereby indemnifies and holds harmless the City of Hutto from any and all claims, demands or causes of action, and any costs, expenses, and attorney's fees incurred in connection therewith, arising from or connected with, the statements and representations contained herein.

EXECUTED this 23rd day of April, 2026.

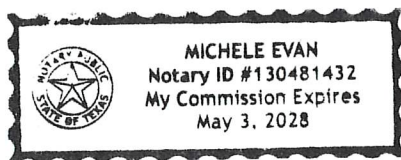
CONTRACTOR:

By: J. B. Abernethy
Name: J. Brandon Abernethy
Title: Controller

Notary's Acknowledgement

Before me, the undersigned authority, on this day personally appeared J. B. Abernethy, who first being duly sworn by me to be the person whose name is subscribed to the foregoing Final Bills Paid Affidavit, acknowledged that he/she has the authority to make this Final Bills Paid Affidavit, and further acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 23rd day of April, 2026.



Michele Evan



FINAL CIP PROJECT CHECKLIST

Date: 4/6/26

Name of Project: NW Transmission Main

Conditional / Final Acceptance Date: _____

Inspector's Name: Todd Meaker Job Number(s): WC3

Note: All spaces need to be initialed by Inspector including N/A.

TM 1. Project Construction Summary Date Received: 5/07/26

TM 2. Engineer's Concurrence Letter Date Received: 4/30/26

TM 3. Maintenance Bond(s) Date Received: 5/07/26

TM 4. Final Cost & Quantities
signed & sealed by engineer Date Received: 5/07/26

TM 5. As-built Reproducible Plans Date Received: 4/30/26
(1-24"X36", pdf scan, ACAD Base Map files< Shape File .SHP)

N/A 6. TDLR report if applicable Date Received: N/A

<u>TM</u> 7. Test Reports	<u>N/A</u> Manhole Test	<u>N/A</u> WW Low Air Pressure Test / Mandrel Test
	<u>N/A</u> TV Test	<u>TM</u> Valve & Hydrant Test
	<u>TM</u> Bacteriological Test	<u>TM</u> Water Pressure Test

TM 8. Final Inspection Punch List Date Completed: 4/28/26

N/A 9. Liquidated Damages (Yes or No) If yes, how much \$ _____ for _____ days.

N/A 10. No. of Lots for Subdivisions _____ Total Acres in Subdivision. _____

TM 11. Affidavit of all Bills Paid Date Received: 4/30/26

N/A 12. Final Change Order Date Received: _____

N/A 13. Extended Warranty (Yes or No) If yes, how long _____

TM 14. Map showing Area being accepted.

Comments: _____

Please initial: TM Inspector, TM Supervisor, _____

Project Name: Northwest Transmission Main

FINAL COST AND QUANTITIES

WATER IMPROVEMENTS					COST AMOUNT
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	
1	Mobilization	1	LS	\$ 85,000.00	\$ 85,000.00
2	Traffic Control Plan	1	LS	\$ 1,000.00	\$ 1,000.00
3	Clearing and Grubbing	4.2	AC	\$ 1,500.00	\$ 6,300.00
4	Tree Protection	1	LS	\$ 1,000.00	\$ 1,000.00
5	Preparation of SWPPP	1	LS	\$ 5,000.00	\$ 5,000.00
6	Implementation of SWPPP	1	LS	\$ 10,000.00	\$ 10,000.00
7	16-in C900 PVC Water Main, Open Cut	4400	LF	\$ 105.00	\$ 462,000.00
8	16-in C900 PVC Water Main w/ 30-in Steel Cast	680	LF	\$ 1,000.00	\$ 680,000.00
9	16-in C900 PVC Water Main w/ Steel Casing, O	710	LF	\$ 380.00	\$ 269,800.00
10	Ductile Iron Fittings	9	TON	\$ 5,000.00	\$ 45,000.00
11	16-in Gate Valve, MJ	6	EA	\$ 14,000.00	\$ 84,000.00
12	16-in Tapping Sleeve & Valve	2	EA	\$ 27,000.00	\$ 54,000.00
13	2-in CARV	6	EA	\$ 4,600.00	\$ 27,600.00
14	Fire Hydrant Assembly	12	EA	\$ 9,000.00	\$ 108,000.00
15	Jonah Interconnect Vault Assembly	1	LS	\$ 75,000.00	\$ 75,000.00
16	Hutto Vault Assembly	1	LS	\$ 140,000.00	\$ 140,000.00
17	Jonah Connection at GST	3	LS	\$ 2,500.00	\$ 7,500.00
18	Hutto Connection at NWGST	1	LS	\$ 2,500.00	\$ 2,500.00
19	Chemical System Piping Modifications	1	LS	\$ 3,000.00	\$ 3,000.00
20	Concrete Restoration	360	SY	\$ 140.00	\$ 50,400.00
21	Asphalt Restoration	150	SY	\$ 210.00	\$ 31,500.00
22	Curb and Gutter Restoration	230	LF	\$ 35.00	\$ 8,050.00
23	Sod Restoration	11800	SY	\$ 8.00	\$ 94,400.00
24	Misc. Electrical	1	LS	\$ 17,000.00	\$ 17,000.00
25	Cable and Conduit	1	LS	\$ 80,000.00	\$ 80,000.00
26	Electrical Pullboxes	3	EA	\$ 1,100.00	\$ 3,300.00
27	SCADA	1	LS	\$ 59,950.00	\$ 59,950.00
28	Pressure Transmitter	2	EA	\$ 500.00	\$ 1,000.00
29	12" Flow Meter, In-Line	2	EA	\$ 12,375.00	\$ 24,750.00
50	Change Order #1 - Group 1	-1	LS	\$ 54,225.00	\$ (54,225.00)
51	Change Order #1 - Group 2	1	LS	\$ 21,927.00	\$ 21,927.00

Total
Grand Total \$ 2,404,752.00


 04/30/2026
 Adriell Shrikissoon, PE (EOR)



PROJECT CONSTRUCTION SUMMARY

PROJECT NAME: Northwest Transmission Main

FINAL ACCEPTANCE DATE: 4/30/2026

INSPECTOR: Todd Meaker

CONTRACTOR: Nelson Lewis Construction

Maintained By:	
COH	Other
X	
Boxes checked by COH	

CONSTRUCTION COSTS

STREET IMPROVEMENT COST: N/A

SIDEWALK IMPROVEMENT COST: N/A

SIDEWALK RAMP IMPROVEMENT COST: N/A

BRIDGE IMPROVEMENT COST: N/A

POND(S) COST: N/A

DRAINAGE IMPROVEMENT COST: N/A

WATER IMPROVEMENT COST: \$2,404,752

WASTEWATER IMPROVEMENT COST: N/A

TOTAL IMPROVEMENT COST: \$2,404,752

PREPARED BY (DESIGN ENGINEER): Adriell Shrikissoon

CHECKED BY (CITY INSPECTOR): Todd Meaker

CONSTRUCTION SUMMARY FOR STREETS & SIDEWALKS

STREET PAVING							
STREET NAME	Address from	Address to	Pavement Design (Thickness) Asphalt / Base	Pavement Width (FT) (foc-foc)	L (FT)	PRIVATE	ETJ

SIDEWALKS / SIDEWALK RAMPS						
STREET NAME	Address from	Address to	W (FT)	L (FT)	SIDES ₁	CURB RAMP ₂

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

2 – Number of Ramps

CONSTRUCTION SUMMARY FOR BRIDGES

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

1 – Feature Crossed: Creek name if major creek or branch, or roadway name if overpass.

2 – Type: B – Bridge, C - Culvert, P – Pipe. All crossings 20' and wider including multiple box culverts totaling 20' or wider shall be classified as a B – Bridge. Culverts are precast or cast-in-place box culverts. Pipes are smaller drainage pipe crossings with or without headwalls.

3 – Description: i.e. 2 spans (Bridge), 2 – 5 X 7' (Culverts), 2 – 24" RCP (Pipes).

4 – Deck Width: Use "footprint" of culvert/pipes for width on buried culvert/pipes; include full "out to out" dimension including sidewalks/railings for width of standard bridges.

5 – Deck Length: Measured along the centerline of the roadway

CONSTRUCTION SUMMARY FOR PONDS

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

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

2 – Approximate boundary area

3 – Provide copy of recorded agreement for privately maintained ponds

CONSTRUCTION SUMMARY FOR DRAINAGE

STORM DRAIN			MANHOLES			INLETS		
SIZE (IN)	MATERIAL TYPE	L (FT)	QTY	SIZE (Dia – FT)	MATERIAL TYPE	QTY	SIZE (L – FT)	TYPE ₁

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
NONE			

- 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.
16	GV	8	16	C900	5790	6	FHA	12
AIR RELEASE								
SIZE	TYPE	NO.						
2	CARV	6						
			SERVICES INSTALLED					
			NO.	TYPE				
			0	Transmission				

REMARKS:

Total Cost: \$2,404.752

CONSTRUCTION SUMMARY FOR WASTEWATER

PIPE			MANHOLES					
SIZE	TYPE	LENGTH	DEPTH	MAKE	STA. NO.	B.C.	EYE	STREET
SERVICES INSTALLED								
NO.	TYPE – S / D		T8YPE OF MANHOLE COATING:					

REMARKS:

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

PROJECT NAME Northwest Transmission Main WORK ORDER # 4

WWW JOB I.D. HTO22886 SUBDIVISION FILE # _____

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

STREET NAME	FROM	TO
Limmer Loop	Ed Schmidt Dr	Exchange Rd

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

Completed Punch List

08/18/2025 / Todd Meaker

Complete

Score	3 / 9 (33.33%)	Flagged items	0	Actions	0
-------	----------------	---------------	---	---------	---

Conducted on

08/18/2025 10:50 AM CDT

Prepared by

Todd Meaker

Inspection

3 / 9 (33.33%)

Location of Project

110 Waterbuck Loop
Hutto TX 78634
United States
(30.558435065819875,
-97.5605250580386)

Name of project

Northwest transmission main

Who Is The Contractor

Nelson Lewis

Date and time

08/18/2025 10:52 AM CDT

Day

Monday

Items needing Correction

1. Route chlorine in LAS lines.
2. Close existing city valve outside the fence.
3. Center valve casing over gate valve.
4. Fix gate valve stem.
5. Add touchup paint to all hydrants.
6. Install wall seals on the inside of the electric building.

Walk Through Photos.**Items corrected**

2 / 2 (100%)

Date and Time

05/13/2026 05:57 PM CDT

Day

Wednesday

Are all items corrected

Yes

Photos of corrected Items.

Photo 1



Photo 2



Photo 3



Photo 4



Photo 5

Media summary



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5

BOND No. 3008759

20

202

208

That, Nelson Lewis, Inc., a corporation,
having a principal place of business at 450 FM 1431 East, Marble Falls, TX 78654, as
Principal and Harco National Insurance Company, a
corporation authorized to issue surety bonds in the State of Texas, and having an office and place of
business in Texas at 28420 Hardy Toll Road #200, Spring, TX 77373, as Surety,
are held and firmly bound unto the CITY OF HUTTO, TEXAS, a home-rule municipal corporation
organized under the laws of the State of Texas with principal administrative offices at Hutto City Hall,
500 West Live Oak Street, Hutto, Texas 78634 in Williamson County, Texas, as Obligee, in the sum
of Two Million Four Hundred Four Thousand Seven Hundred Fifty Two Dollars and No Cents

DOLLARS (\$ \$2,404,752.00)

Northwest Transmission Main RFP-2024-023
PD-W03-2024-03

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the above-

MAINTENANCE BOND Page 1 of 2

named Principal shall correct any defects to the Work within 2 Years from the date of the issuance of the above-described certificate of completion, then this obligation is to be void; otherwise, to remain in full force and effect.

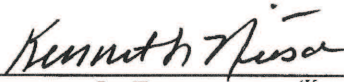
It is hereby understood and agreed that if Principal shall fail to correct any defects in the required improvements as required by such ordinances and regulations, then the [Planning Commission of the City of Hutto, Texas][the Obligee] may thereupon declare this bond to be in default and collect the sum remaining payable thereunder and upon receipt of the proceeds thereof, the Obligee may install or repair such improvements as are covered by this bond.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument
this 28th day of April 2026.

Nelson Lewis, Inc.
Principal

Harco National Insurance Company
Surety

By: 
Title: Operations Manager
Address: 450 FM 1431 East
Marble Falls, TX 78654

By: 
Title: Attorney-In-Fact (Kenneth Nitsche)
Address: 4200 Six Forks Road Suite 1400
Raleigh NC 27609

The name and address of the Resident Agent of Surety in Williamson County, Texas, is:
The Nitsche Group

143 E. Austin, Giddings, TX 78942

Bond # 3008759

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY
Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

GARY A. NITSCHKE, NINA K. SMITH, KENNETH NITSCHKE, ROBERT K. NITSCHKE, CRAIG T. PARKER, ROBERT JAMES NITSCHKE, JENNIFER J. BIEHLE

Giddings, TX

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2025



STATE OF NEW JERSEY
County of Essex

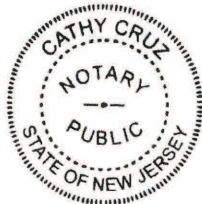
STATE OF ILLINOIS
County of Cook



Michael F. Zurcher

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2025, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, April 28, 2026

A00134

Irene Martins, Assistant Secretary

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact Harco National Insurance Company at:

1-800-333-4167

You may also write to: Harco National Insurance Company c/o IAT Surety at:

**Attn: Claims Department
One Newark Center, 20th Floor
Newark, NJ 07102**

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) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov**

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede comunicarse con su Harco National Insurance Company al:

1-800-333-4167

Usted tambien puede escribir a Harco National Insurance Company c/o IAT Surety at:

**Attn: Claims Department
One Newark Center, 20th Floor
Newark, NJ 07102**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

**P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov**

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU FIANZA DE GARANTIA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

AGENDA ITEM REPORT

10.4.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2026-129 accepting the infrastructure improvements for private development known as Fritz 42" wastewater interceptor project. (Patricia Davis)
Meeting: Thursday, June 4, 2026
Department: Engineering /
Staff Contact: Patricia Davis

ITEM SUMMARY:

This project is located in the northeast section of Hutto and consists of infrastructure acceptance of **wastewater** construction with the Fritz offsite wastewater improvements. The final inspection by staff accepts this infrastructure, including supporting documentation. Infrastructure documents include maintenance bonds, cost summary, areas approved and itemized infrastructure.

FISCAL NOTES:

No financial impact from acceptance of infrastructure improvements. Engineering has confirmed that maintenance bonds have been received and provided to City Secretary for recordkeeping.

ATTACHMENTS:

1. Hutto RES Fritz Offsite WW Imp 5.22.26
2. 10.4 ATTACHMENTS

RESOLUTION NO. R-2026-XXX

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,
APPROVING INFRASTRUCTURE IMPROVEMENTS FOR
THE PROJECT KNOWN AS FRITZ OFFSITE
WASTEWATER IMPROVEMENTS IN THE CITY OF
HUTTO, WILLIAMSON COUNTY; PROVIDING PROPER
NOTICE AND MEETING, AND PROVIDING AN EFFECTIVE
DATE.**

WHEREAS, the public infrastructure improvements for Fritz Offsite Wastewater Improvements 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 streets, sidewalks, ramps, drainage, water, and wastewater improvements; and

WHEREAS, Austin Engineering Co. Inc. covers 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 the infrastructure and enter into a 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 4th day of June 2026 on vote of __AYES; __NAYS; __ABSTENTIONS

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Laura Hallmark, City Secretary

Fritz Offsite Wastewater



PARK ST

79

E FRONT ST

CR 199

FM 1660

MEADOWSIDE DR



- 42 Inch Interceptor Gravity Main
- Roadway
- Wastewater Lift Station
- Wastewater Manhole





**CITY OF HUTTO
MAINTENANCE BOND**

BOND No. 4487758

THE STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS,

That, Austin Engineering Co., Inc., a [corporation] having a principal place of business at 3595 Ranch Road 620 South, Ste. 220, Austin, TX 78738, as Principal and Suretec Insurance Company, a corporation authorized to issue surety bonds in the State of Texas, and having an office and place of business in Texas at 2103 City West Blvd., Suite 1300, Houston, TX 77042, as Surety, are held and firmly bound unto the CITY OF HUTTO, TEXAS, a home-rule municipal corporation organized under the laws of the State of Texas with principal administrative offices at Hutto City Hall, 500 West Live Oak Street, Hutto, Texas 78634 in Williamson County, Texas, as Obligee, in the sum of Three Million Three Hundred Eighty-Three Thousand Three Hundred Sixty-One and 56/100's DOLLARS (\$3,383,361.56) lawful money of the United States, for the payment whereof to the Obligee, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly to these presents:

WHEREAS, Principal is responsible for the completion of Fritz Offsite Wastewater Improvements located at Hutto, Texas in Williamson County, Texas (the "Work"), [as per the map or plat thereof recorded in _____ of the Deed Records of Williamson County, Texas under Williamson County Clerk File Number _____ and ;][under a certain contract between Principal and Obligee for said Work approved by the Hutto City Council by the attached Resolution;

WHEREAS, Principal has certified in writing to Obligee that all required Work has been completed in accordance with the approved construction plans and Obligee's applicable standards and specifications;

WHEREAS, Principal has requested that the City of Hutto, Texas acknowledge completion and acceptance of the Work as provided by the Code of Ordinances of the City of Hutto, Texas, the issuance of such certificate being subject to the requirement that Principal shall correct all defects within publicly dedicated improvements and Work done for the benefit of Obligee that occur within two (2) years of the date of the acceptance of the Work;

WHEREAS, under the terms of the specifications for the Work, Principal is required to give a bond equal to 100% of the amount of the contract to protect the Obligee against the result of faulty materials or workmanship for a period of 24 months after acceptance of the Work; and

WHEREAS, this Bond is intended as satisfying that bonding obligation of Principal to Obligee.

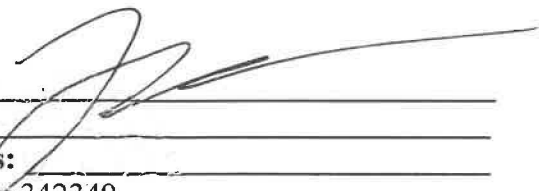
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the above-named Principal shall correct any defects to the Work within _____ from the date of the issuance of the above-described certificate of completion, then this obligation is to be void; otherwise, to remain in full

force and effect.

It is hereby understood and agreed that if Principal shall fail to correct any defects in the required improvements as required by such ordinances and regulations, then the [Planning Commission of the City of Hutto, Texas][the Obligee] may thereupon declare this bond to be in default and collect the sum remaining payable thereunder and upon receipt of the proceeds thereof, the Obligee may install or repair such improvements as are covered by this bond.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 23rd day of March 2026.

Austin Engineering Co., Inc.
Principal

By: 
Title: _____
Address: _____
P.O. Box 342349
Austin, TX 78738

Suretec Insurance Company
Surety

By: 
Title: Brad Ballew, Attorney-In-Fact
Address: _____
2103 CityWest Blvd., Suite 1300
Houston, TX 78738

The name and address of the Resident Agent of Surety in Williamson County, Texas, is:
Ballew Surety Agency, Inc., Brad Ballew
3802 Menchaca Road, Austin, TX 78704

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

David S. Ballew, Brad Ballew, Connie Davis, David Fernea, Grant Ballew

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

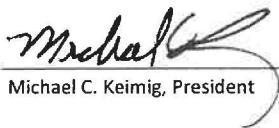
Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 16th day of February, 2026.

SureTec Insurance Company

By: 
Michael C. Keimig, President



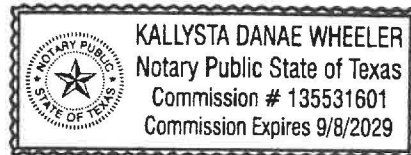
Markel Insurance Company

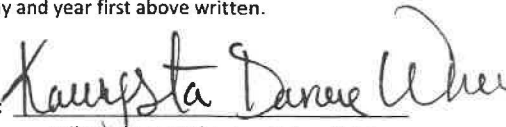
By: 
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 16th day of February, 2026 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



By: 
Kallysta Danae Wheeler, Notary Public
My commission expires 9/8/2029

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 23rd day of March, 2026.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Andrew Marquis, Assistant Secretary

SureTec Insurance Company

IMPORTANT NOTICE

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9500 Arboretum Blvd., Suite
400
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-
9104
Fax#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.



PROJECT CONSTRUCTION SUMMARY

PROJECT NAME: Fritz Offsite Wastewater

FINAL ACCEPTANCE DATE: _____

INSPECTOR: James Lozano

CONTRACTOR: Austin Engineering Co.

Maintained By:	
COH	Other
Boxes checked by COH	

CONSTRUCTION COSTS

STREET IMPROVEMENT COST: \$ 0

SIDEWALK IMPROVEMENT COST: \$ 79,350.00

SIDEWALK RAMP IMPROVEMENT COST: \$ 0

BRIDGE IMPROVEMENT COST: \$ 0

POND(S) COST: \$ 0

DRAINAGE IMPROVEMENT COST: \$ 0

WATER IMPROVEMENT COST: \$ 194,500.00

WASTEWATER IMPROVEMENT COST: \$ 3,077,311.56

RESTORATION COST: \$ 32,200.00

TOTAL IMPROVEMENT COST: \$ 3,383,361.56

4/22/2026

PREPARED BY (DESIGN ENGINEER): Andrew Boykin, P.E.

CHECKED BY (CITY INSPECTOR): _____



Andrew Boykin

CONSTRUCTION SUMMARY FOR STREETS & SIDEWALKS

[illegible]

CONSTRUCTION SUMMARY FOR BRIDGES

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

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 or 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 and railings, for width of standard bridges.

5 – Deck Length: Measured along the centerline of the roadway

CONSTRUCTION SUMMARY FOR PONDS

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

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

[illegible][illegible]

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.
AIR RELEASE								
SIZE	TYPE	NO.						
			SERVICES INSTALLED					
			NO.	TYPE				

CONSTRUCTION SUMMARY FOR WASTEWATER

[illegible]

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

PROJECT NAME _____ WORK ORDER # _____

WWW JOB I.D. _____ SUBDIVISION FILE # _____

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

STREET NAME	FROM	TO
N/A		

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



4/22/2026

RE: Fritz Offsite Wastewater
CP-24-0018
City of Hutto
500 W Live Oak Street
Hutto, TX 78634

Engineer's Concurrence Letter

To Whom It May Concern:

Please find this letter as our formal engineering concurrence for the above-referenced project. On April 13, 2026, I, the undersigned professional engineer, or my representative, made a final visual inspection of the above referenced project. This inspection represented the culmination of multiple site visits conducted by BGE, Inc., singly and several joint site visits conducted with City of Hutto staff accompanied by Contractor personnel. The conclusion drawn from this final inspection and those site visits conducted during construction is that the Fritz Offsite Wastewater project has been constructed in general compliance with the approved plans, specifications and requirements of the associated regulatory permits. I, therefore, recommend acceptance of this project by City of Hutto.

Revegetation of areas disturbed in this construction project remain in progress with appropriate erosion controls in place to minimize erosive potential during the grow-in period.

Sincerely,
BGE, Inc.


Andrew Boykin, P.E.
Project Manager – Construction Management

cc: Patricia Davis (City of Hutto)
Todd Meaker (City of Hutto)
James Lozano (City of Hutto)
Mia Serrato (Lennar)



SUMMARY NOTES

ENGINEER: GRAY ENGINEERING, INC.
8834 N. CAPITAL OF TEXAS HWY., SUITE 140
AUSTIN, TEXAS 78759
(512) 452-0371
FAX (512) 454-9933

SURVEYOR: BGE, INC., TYPE F-1045
101 WEST LOUIS HENNA BLVD, SUITE 400
AUSTIN, TX 78728
(512) 979-0400

PROPERTY OWNER: LENMAR HOMES OF TEXAS LAND AND CONSTRUCTION
3820 NORTH F.M. 620
BIRMINGHAM, AL 35243
AUSTIN, TX 78759

UTILITY PROVIDERS: JONAH SUD
JONAH ENERGY
AMOS GAS

LEGAL DESCRIPTION:

LEGAL DESCRIPTION
38.696 ACRE TRACT OF LAND IN THE JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97,
WILLAMSON COUNTY, TX.

GENERAL NOTES:

1. THIS PROJECT IS LOCATED IN THE MUSTANG CREEK WATERSHED AND ARE CLASSIFIED AS A SUBURBAN WATER SUPPLY WATERSHED.
2. NO PORTION OF THIS PROJECT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE OR CONTRIBUTING ZONE.
3. THIS PROJECT IS LOCATED WITHIN THE ETJ OF THE CITY OF HUTTO WITHIN WILLAMSON COUNTY, TEXAS.
4. NO PORTION OF THIS TRACT IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C05206. EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLAMSON COUNTY, TEXAS.
5. THE CONTRACTOR SHALL OBTAIN A "NOTICE OF PROPOSED INSTALLATION OF UTILITY EXISTING COUNTY RIGHT-OF-WAY (CONVEYANCE FROM WATER MAIN, ETC.) THIS TRACT FROM WILLAMSON COUNTY. THE CONTRACTOR SHALL OBTAIN A PRELIMINARY ESTIMATE FOR WORK WITHIN THE RIGHT-OF-WAY INCLUDING PAVEMENT REPAIR (IF NEEDED), A PERFORMANCE BOND, CONSTRUCTION PLANS AND, IF NECESSARY, A TRAFFIC CONTROL PLAN, AN INSPECTION FEE, AND A PRE-CONSTRUCTION MEETING MAY ALSO BE REQUIRED, DEPENDING ON THE SCOPE OF WORK. THE PERMIT WILL BE REVIEWED AND APPROVED BY THE COUNTY ENGINEER AND MUST ALSO BE APPROVED BY THE WILLAMSON COUNTY COMMISSIONERS COURT IF ANY ROAD CLOSURE IS INVOLVED.

REVIEWED BY:

CITY OF HUTTO ENGINEERING

DATE
12/18/2024

BENCHMARK

BENCHMARK #1 MAGNAIL SET ON THE TOP OF A CONCRETE HEADWALL LOCATED 115 FEET EAST OF THE RIGHT-OF-WAY LINE OF COUNTY ROAD 132
ELEVATION: 674.00 FEET

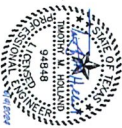
BENCHMARK #2 MAGNAIL SET ON THE NORTH SIDE OF THE CONCRETE BASE OF A HIGH VOLTAGE POWER POLE LOCATED 55 FEET NORTH OF THE NORTH RIGHT-OF-WAY LINE OF LIMMER LOOP
ELEVATION: 675.28 FEET NAVD-88

SUBMITTED BY

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

I, TIMOTHY M. HOLLAND, P.E., DO HEREBY CERTIFY THAT THE PUBLIC WORKS AND DRAINAGE PLANS AND SPECIFICATIONS SUBMITTED TO THE CITY OF HUTTO, TEXAS, AND BUILDING REGULATION ORDINANCES AND STORM WATER DRAINAGE POLICY ADOPTED BY THE CITY OF HUTTO, TEXAS.

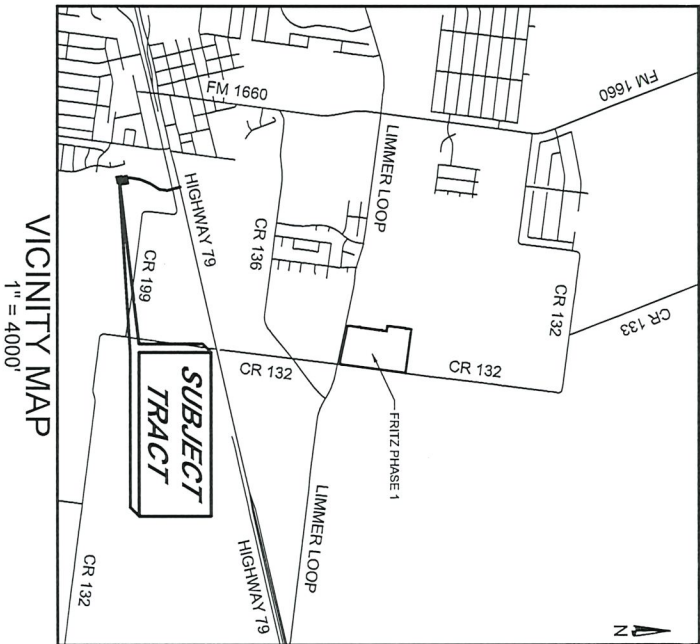

TIMOTHY M. HOLLAND, P.E.
GRAY ENGINEERING, INC., TYPE NO. F-2946
8834 N. CAPITAL OF TEXAS HIGHWAY, SUITE 140
AUSTIN, TEXAS 78759
(512) 452-0371 (MAIN)



CONSTRUCTION PLANS FOR
FRITZ OFFSITE WW
"WASTEWATER IMPROVEMENTS"

HUTTO, TEXAS
JUNE 2024

VICINITY MAP



Austin, Ennisman Co. Inc. Sub. 4/10/24
As-Built From - Camacho

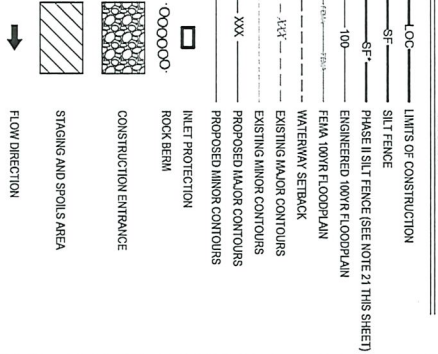
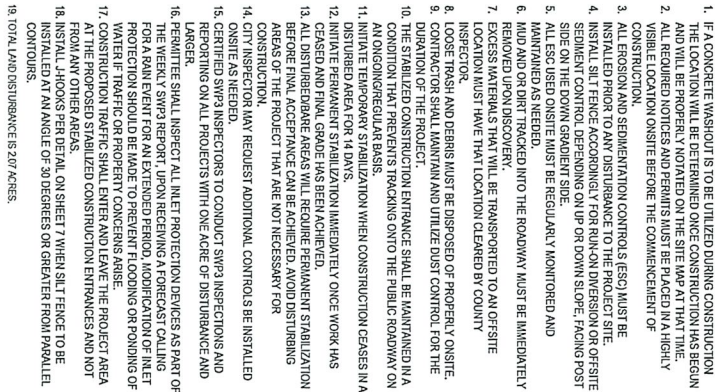
REVISIONS / CORRECTIONS				
REVISION NO.	DESCRIPTION	DATE	REVISED (R), ADD (A), VOID (V) SHEET NO.'S	APPROVAL DATE

Sheet List Table

Sheet Number	Sheet Title
1	COVER SHEET
2	GENERAL NOTES
3	OVERALL EROSION PLAN
4	OVERALL OFFSITE WASTEWATER PLAN
5	OFFSITE WASTEWATER PLAN AND PROFILE (1+00 TO 8+50)
6	OFFSITE WASTEWATER PLAN AND PROFILE (8+50 TO END)
7	EROSION DETAILS
8	WASTEWATER DETAILS (1 OF 3)
9	WASTEWATER DETAILS (2 OF 3)
10	WASTEWATER DETAILS (3 OF 3)




ENGINEERING
8834 N. Capital of Texas Hwy.,
Suite 140
Austin, Texas 78759
(512) 452-0371
FAX (512) 454-9933
TBPELS FIRM #2946



SCALE: 1" = 60'
GRAPHIC SCALE IN FEET

A horizontal graphic scale bar with alternating black and white segments. It is marked with the numbers 0, 30, 60, and 120 at regular intervals.[illegible]

GRAY
ENGINEERING

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Suite 140
Austin, Texas 78759
(512)452-0371
FAX(512)454-9933
TBPELS FIRM #2946

OVERALL EROSION PLAN

FRITZ OFFSITE WW

PROJECT NO: 1496-11791

DESIGNED BY: E

DRAWN BY: MC

CHECKED BY: TMH

NOTICE

SEALED DRAWING

NOTIFICATION TO THE

IS A VIOLATION OF THE

PRACTICE ACT.

STATE OF TEXAS,

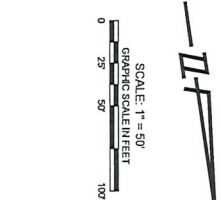
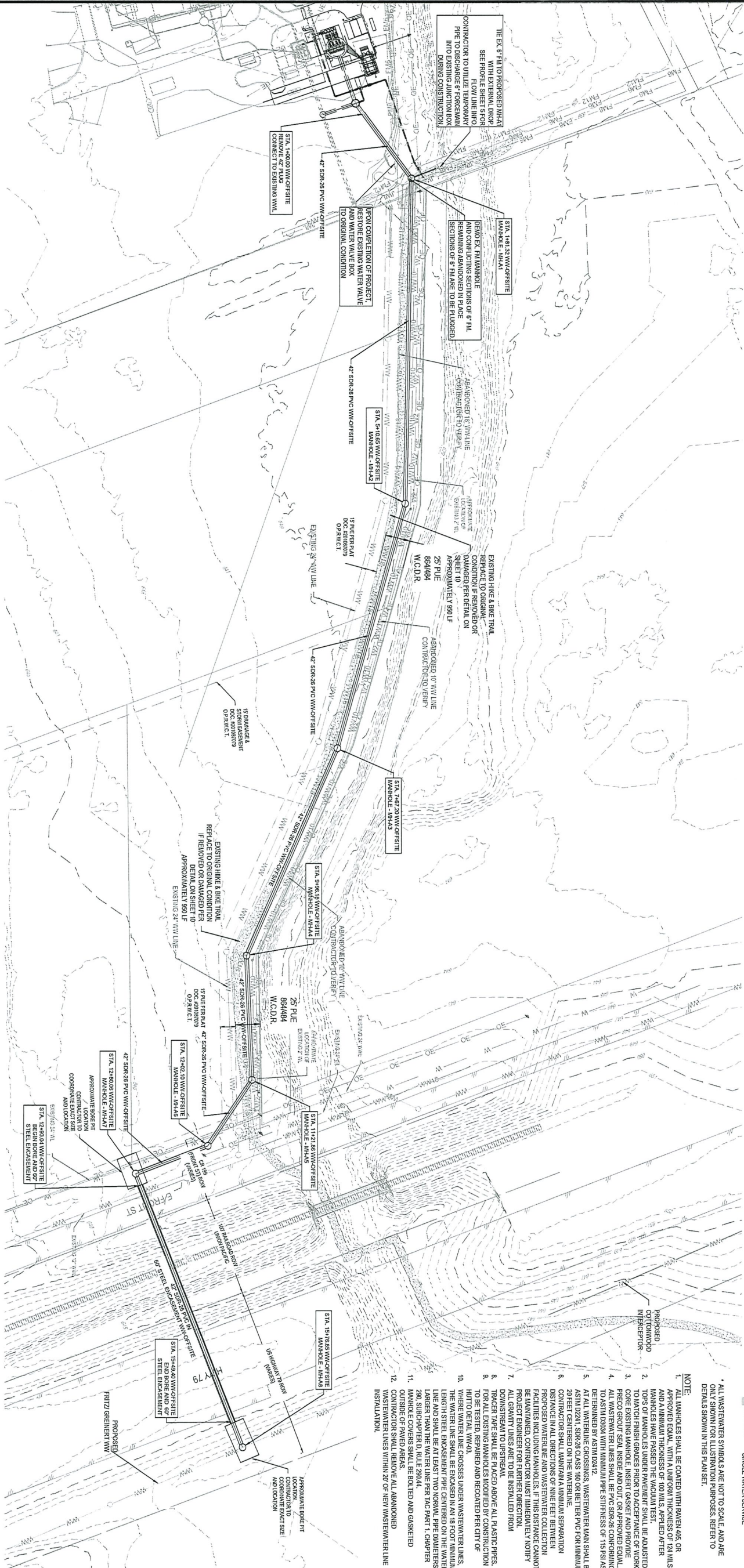


.....
TWOOTY M. HOLLAND

94848

PROFESSIONAL ENGINEER

3 OF 7



LEGEND	
	PROPERTY BOUNDARY
	PROPOSED RIGHT OF WAY
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
	WASTEWATER LINE
	WASTEWATER MANHOLE
	DIRECTION OF FLOW
	DOUBLE WASTEWATER SERVICE
	SINGLE WASTEWATER SERVICE
	SINGLE WATER SERVICE

* ALL WASTEWATER SYMBOLS ARE NOT TO SCALE AND ARE ONLY SHOWN FOR ILLUSTRATION PURPOSES. REFER TO DETAILS SHOWN IN THIS PLAN SET.

- NOTE:
1. ALL MANHOLES SHALL BE COATED WITH RAVEN 405 OR APPROVED EQUAL. THE MINIMUM THICKNESS OF 12 MILS AND A MINIMUM OF TWO COATS SHALL BE APPLIED AFTER MANHOLES HAVE PASSED THE VACUUM TEST.
 2. TOPS OF MANHOLES UNDER PAVEMENT SHALL BE ADJUSTED TO MATCH FINISH GRADES PRIOR TO ACCEPTANCE OF WORK.
 3. RECORD EXISTING MANHOLE, INSERT GASKET AND PROVIDE RECORD GROUT SEAL INSIDE AND OUT, OR APPROVED EQUAL.
 4. ALL WASTEWATER LINES SHALL BE PVC SDR-35 CONFORMING TO ASTM D2241, 12" OR 15" IN DIAMETER. THE STIFFNESS OF 1575/AS DETERMINED BY ASTM D2412.
 5. AT ALL WATERLINE CROSSINGS, WASTEWATER MAIN SHALL BE 20 FEET CENTERED ON THE WATERLINE.
 6. CONTRACTOR SHALL MAINTAIN A MINIMUM SEPARATION DISTANCE IN ALL DIRECTIONS OF NINE FEET BETWEEN WASTEWATER LINES AND ALL OTHER UTILITIES INCLUDING FACILITIES INCLUDING MANHOLES. IF THIS DISTANCE CANNOT BE MAINTAINED, CONTRACTOR MUST IMMEDIATELY NOTIFY PROJECT ENGINEER FOR FURTHER DIRECTION.
 7. ALL GRAVITY LINES ARE TO BE INSTALLED FROM DOWNSTREAM TO UPSTREAM.
 8. TRACER PIPES SHALL BE PLACED ABOVE ALL PLASTIC PIPES. TRACER PIPES SHALL BE INSTALLED AT A MINIMUM OF 18 INCHES FROM THE WASTEWATER LINE AND SHALL BE AT LEAST TWO NOMINAL PIPE DIAMETERS FROM THE WASTEWATER LINE. TRACER PIPES SHALL BE 200 SUBCHAPTER D RITE 2004.
 9. MANHOLE COVERS SHALL BE BOLTED AND GASKETED OUTSIDE OF PAVED AREAS.
 10. CONTRACTOR SHALL REMOVE ALL ABANDONED WASTEWATER LINES WITHIN 20' OF NEW WASTEWATER LINE INSTALLATION.

NO.	BY	DATE	REVISION DESCRIPTION

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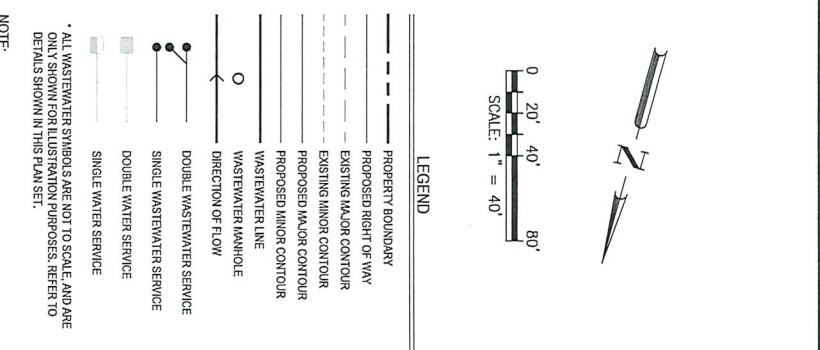
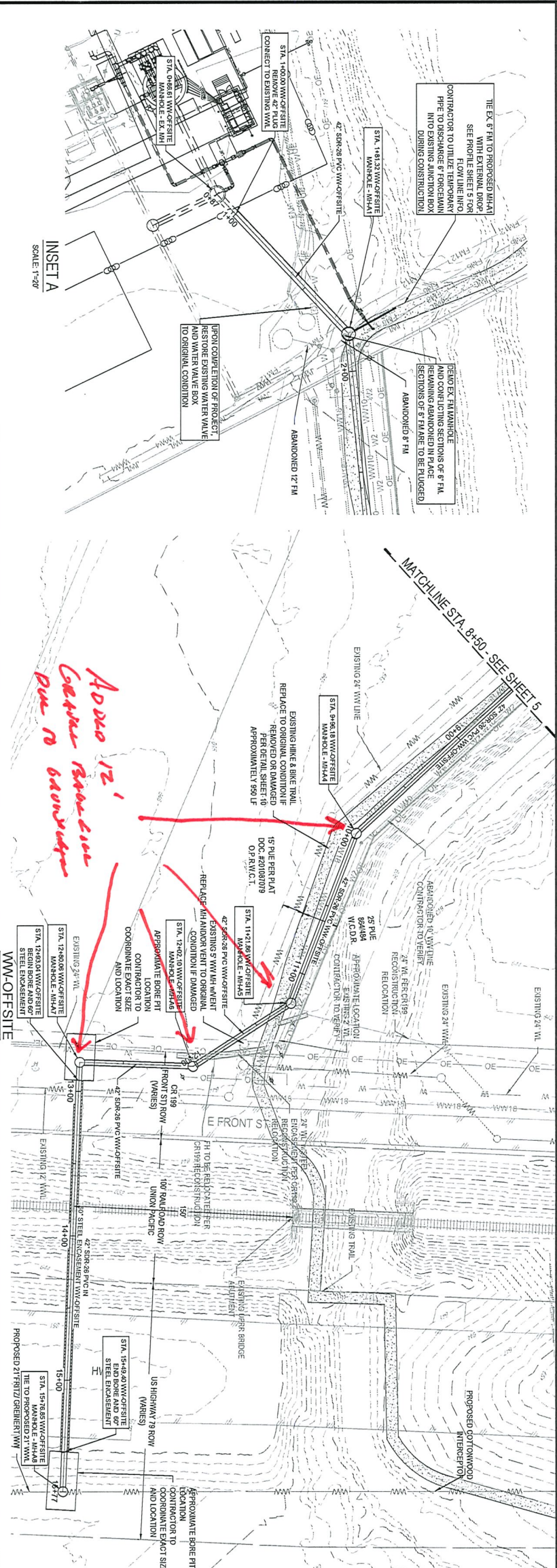
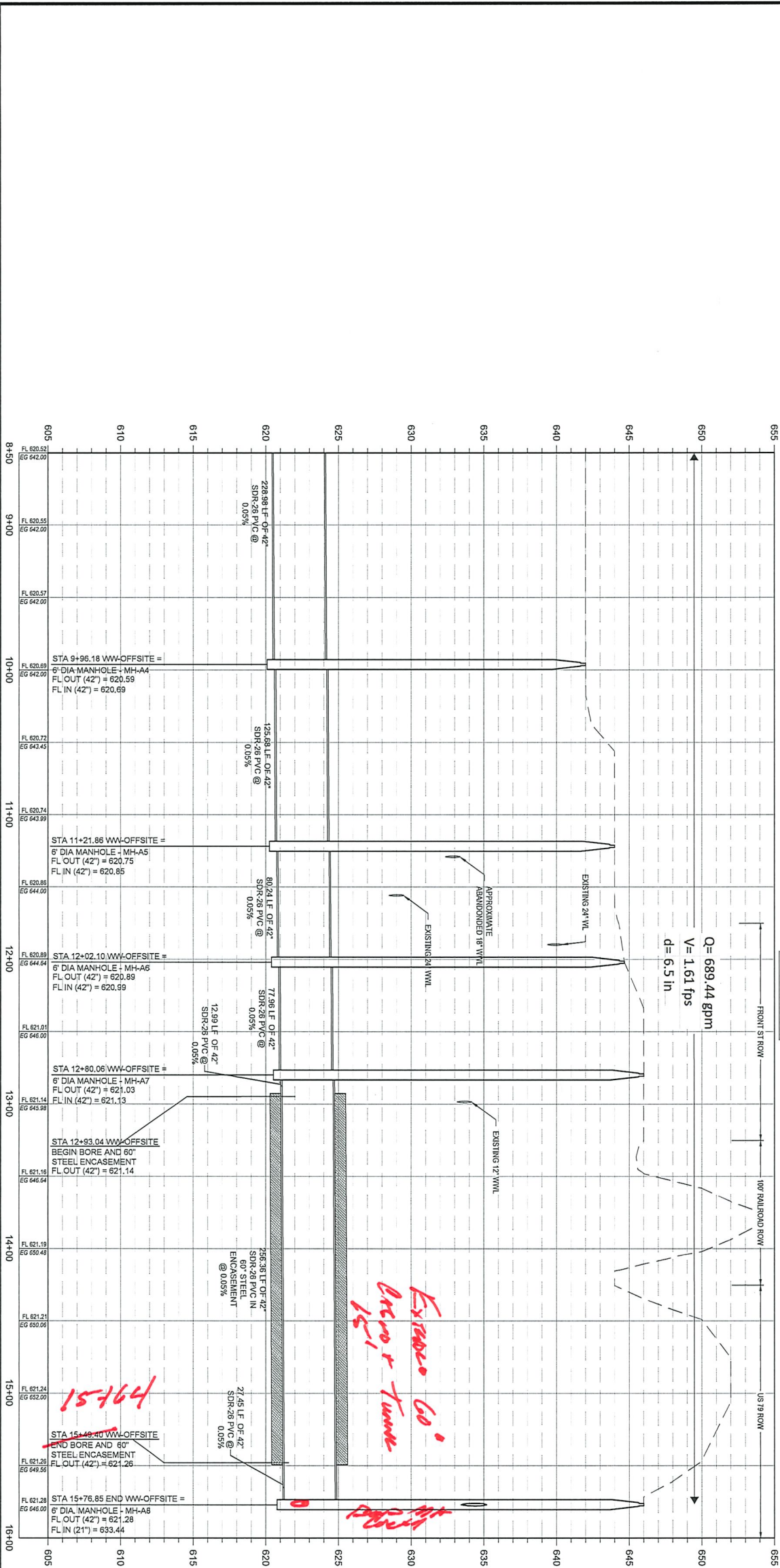
FRITZ OFFSITE WW

OVERALL OFFSITE WASTEWATER PLAN

PROJECT NO: 1496-11791
DESIGNED BY: EU
DRAWN BY: MC
CHECKED BY: TMH

NOTES:
ATTENTION: A
SEALED DRAWING
NOTIFICATION TO THE
RESPONSIBLE ENGINEER
IS A VIOLATION OF THE
PRACTICE ACT.

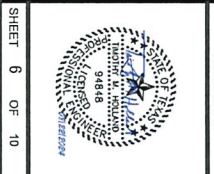
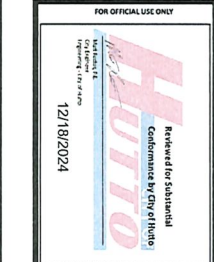




NO.	BY	DATE	REVISION DESCRIPTION

8834 N. Capital of Texas Hwy.
Suite 140
Austin, Texas 78759
(512)452-0371
FAX(512)454-9933
TBPELS Firm #2946

PROJECT NO: 1496-11791
DESIGNED BY: EU
DRAWN BY: MC
CHECKED BY: TMH
NOTES:
1. ALL WASTEWATER SERVICE LINES SHALL BE 42 INCH PVC PIPE, UNLESS OTHERWISE NOTED.
2. ALL WASTEWATER SERVICE LINES SHALL BE 15 FEET DEEP, UNLESS OTHERWISE NOTED.
3. ALL WASTEWATER SERVICE LINES SHALL BE 15 FEET DEEP, UNLESS OTHERWISE NOTED.
4. ALL WASTEWATER SERVICE LINES SHALL BE 15 FEET DEEP, UNLESS OTHERWISE NOTED.
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11. ALL WASTEWATER SERVICE LINES SHALL BE 15 FEET DEEP, UNLESS OTHERWISE NOTED.
12. ALL WASTEWATER SERVICE LINES SHALL BE 15 FEET DEEP, UNLESS OTHERWISE NOTED.



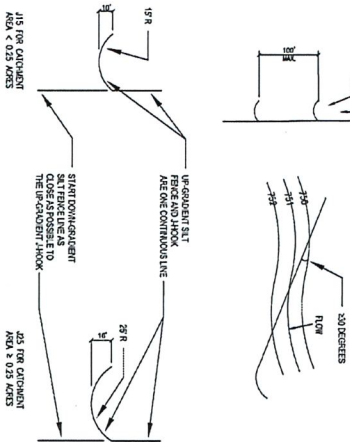
GUIDELINES FOR DESIGN AND INSTALLATION OF
TEMPORARY EROSION AND SEDIMENT CONTROLS

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

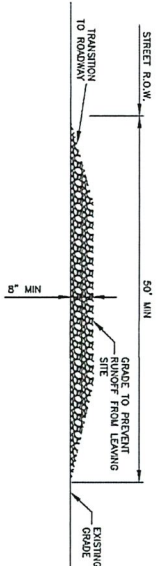
- FOR ROCK BERM DESIGN, WHERE PARAMETERS ARE OTHER THAN STATED, DRAINAGE AREA, LOCATION AND ROCK BERM DESIGN MUST BE SUBMITTED FOR REVIEW.
- ROCK BERM DESIGN SHALL BE REQUIRED IN AREAS OF ENVIRONMENTAL SENSITIVITY AS DETERMINED BY THE CITY OF HUITO.

The City of Huito

Construction Standards and Details	Current As of	Temporary Erosion & Sediment Control Guidelines	Standard No.
	10/9/2023		CH-ESC-01



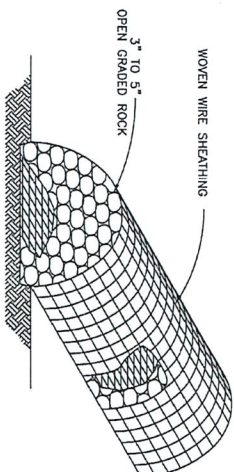
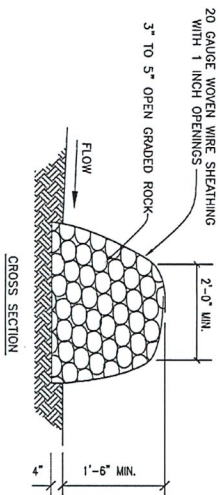
CROSS SECTION



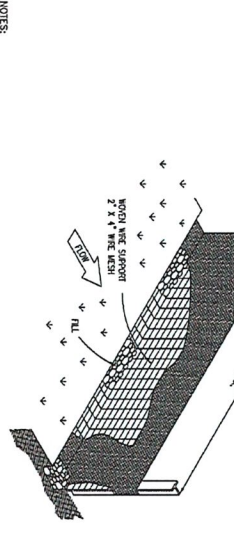
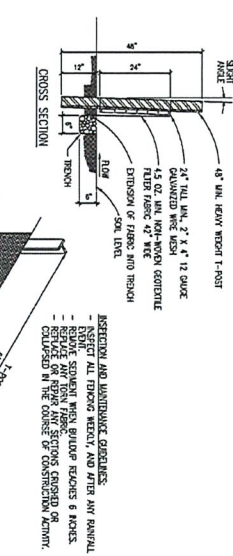
- NOTES:
- STONE SIZE SHALL BE 3" - 6" OPEN GRADED ROCK.
 - THICKNESS OF CRUSHED STONE PAD TO BE NOT LESS THAN 8".
 - LENGTH SHALL BE A MINIMUM OF 50' FROM ACTUAL ROADWAY, AND NOT LESS THAN FULL WIDTH OF ROADWAY.
 - ENTRANCE SHALL BE PROPERLY GRADED TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.
 - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRUCKING OR TOWING OF MATERIALS FROM THE SITE.
 - ENTRANCE SHALL BE REMOVED IMMEDIATELY BY CONTRACTOR.
 - WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON A PAD STABILIZED WITH CRUSHED STONE PAD OR DRAIN INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.

The City of Huito

Construction Standards and Details	Current As of	Stabilized Construction Entrance	Standard No.
	10/9/2023		CH-ESC-02



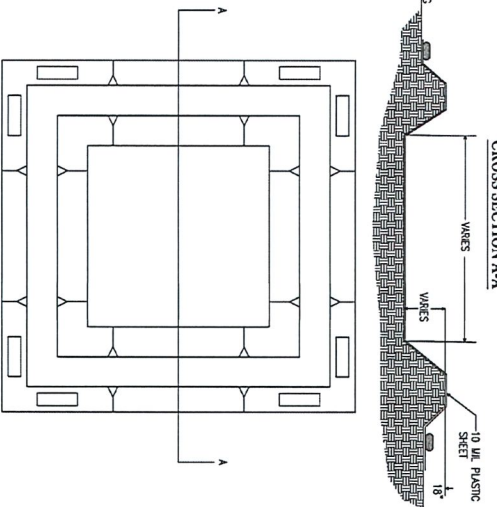
- NOTES:
- USE ONLY OPEN GRADED ROCK (3 to 6") DIAMETER FOR ALL CONDUITS.
 - THE ROCK BERM SHALL BE STABILIZED WITH A WOVEN WIRE SHEATHING HAVING MAXIMUM 1" OPENING AND MINIMUM WIRE DIAMETER OF .20 GAUGE.
 - THE ROCK BERM SHALL BE INSERTED DOWN ON AFTER EACH POUR, AND THE STONE AND/OR FABRIC SHALL BE REMOVED IMMEDIATELY BY CONTRACTOR.
 - REMOVING MATERIALS A MINIMUM OF 6" FROM THE SEDIMENT SHALL BE REMOVED AND DISPOSED OF ON AN APPROVED AREA.
 - WHEN THE SITE IS COMPLETELY STABILIZED, THE BERM AND ACCUMULATED SEDIMENT SHALL BE REMOVED AND DISPOSED OF IN AN APPROVED MANNER.



- NOTES:
- STEEL POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POSTS MUST BE EMBEDDED A MIN. OF ONE (1') FOOT.
 - THE DOWN-SLOPE FACE OF THE TRENCH IS TO BE MAINTAINED PERPENDICULAR TO THE LINE OF FLOW. WHERE THE TRENCH IS TRENCHED IN (E.G. PAVED) WEIGHT FABRIC TYPED WITH WASHED GRAVEL, OR UPHILL, SIDE TO THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE Laid IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
 - STORM FLOOD OR DRAINAGE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPERFECT THE TRENCH.
 - INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL EVENT AND REPAIR OR REPLACEMENT SHALL BE MADE IMMEDIATELY.
 - TURN IS SECURELY FASTENED TO THE STEEL FENCE POSTS.
 - SILT FENCE SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES. THE SILT SHALL BE DEPOSED OF IN AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL.
 - SILT FENCE SHALL BE REMOVED AS SOON AS THE SOURCE OF SEDIMENT IS STABILIZED.
 - J-HOOKS SHALL BE USED WHEN THE SILT FENCE IS INSTALLED AT AN ANGLE OF 30 DEGREES OR GREATER FROM PARALLEL TO THE CONDUIT.

The City of Huito

Construction Standards and Details	Current As of	Silt Fence	Standard No.
	10/9/2023		CH-ESC-03



- NOTES:
- SET LENGTH AND WIDTH AS NECESSARY TO PROVIDE ADEQUATE SPACE FOR WASHOUT ACTIVITIES.
 - CONCRETE SHALL BE REMOVED BY TRENCH DUE TO BEING GRADE APPROVED. FLOOD DRAINAGE BEHIND THE CONCRETE SHALL BE REMOVED IMMEDIATELY BY CONTRACTOR.
 - USE EXCAVATED MATERIAL TO CREATE DRAINAGE BEHIND SURROUNDING THE AREA TO BE USED AS A CONCRETE WASHOUT.
 - REMOVING MATERIALS A MINIMUM OF 6" FROM THE SEDIMENT SHALL BE REMOVED AND DISPOSED OF ON AN APPROVED AREA.
 - WHEN THE SITE IS COMPLETELY STABILIZED, THE BERM AND ACCUMULATED SEDIMENT SHALL BE REMOVED AND DISPOSED OF IN AN APPROVED MANNER.
 - PLACE TOWN OR GREATER PLASTIC SHEETING.
 - SECURE SHEETING ON OUTSIDE OF BERM AREA USING SAND BAGS OR ROCK TOWARD.

The City of Huito

Construction Standards and Details	Current As of	Concrete Washout	Standard No.
	10/9/2023		CH-ESC-06

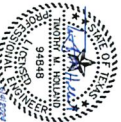
EROSION DETAILS

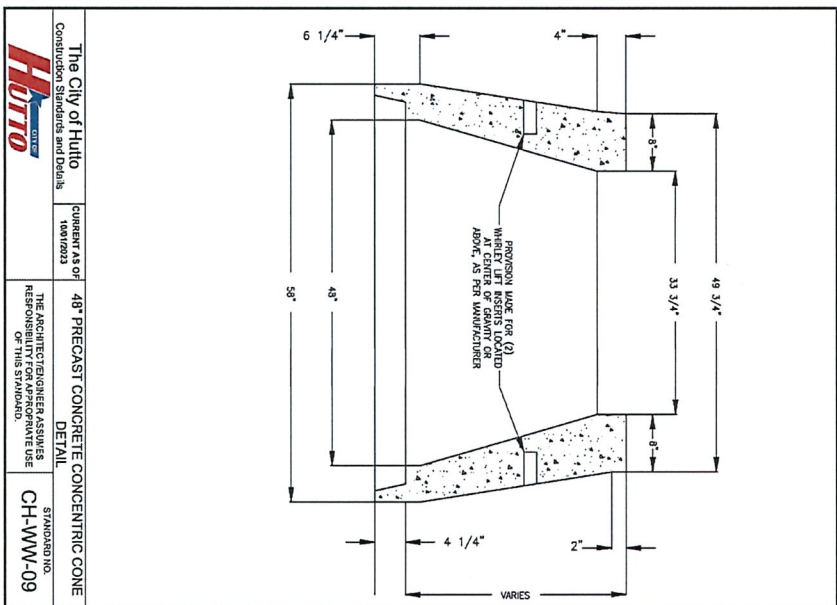
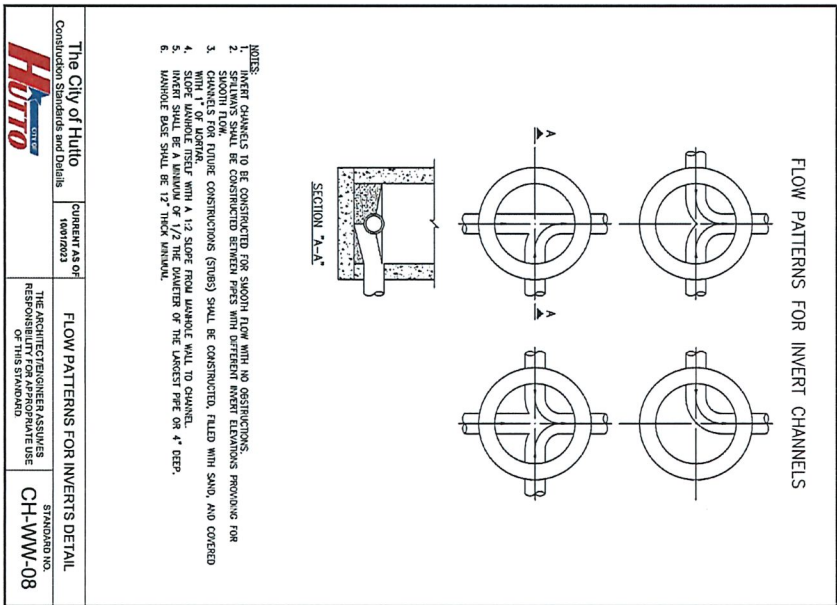
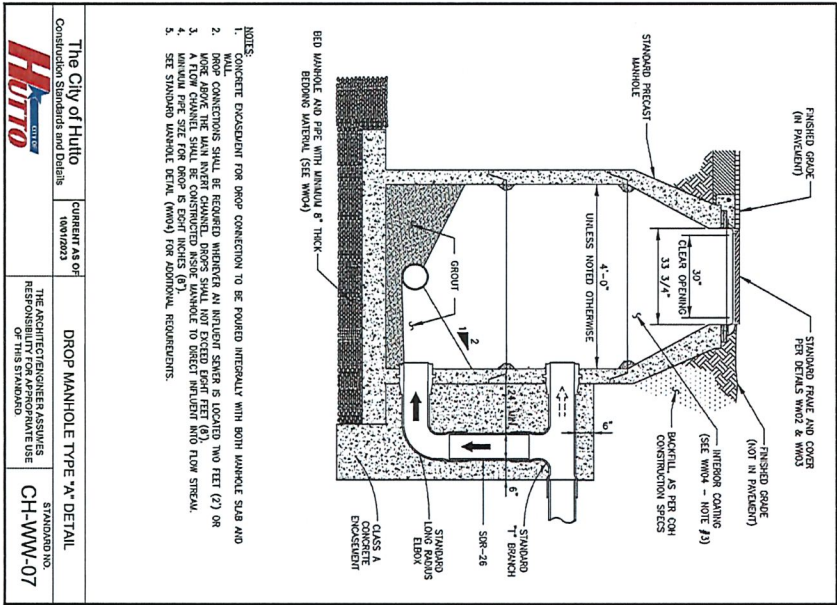
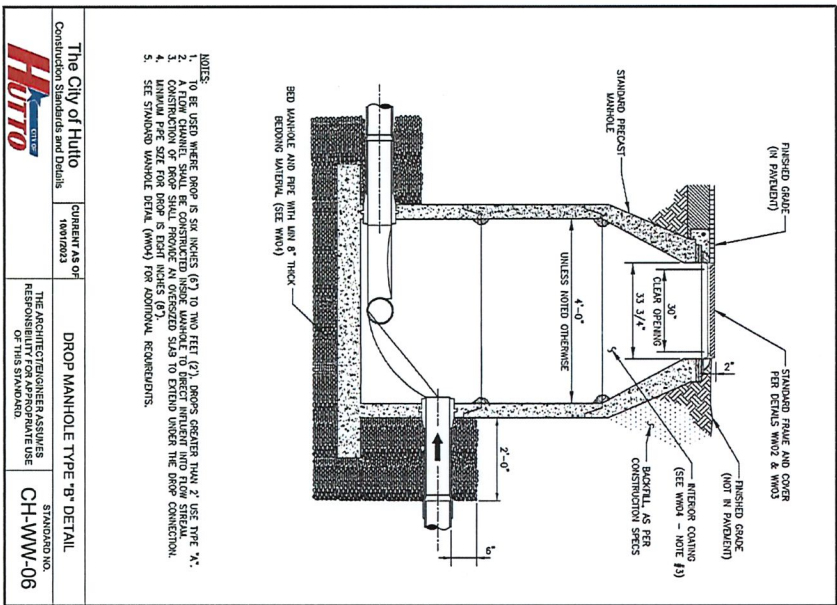
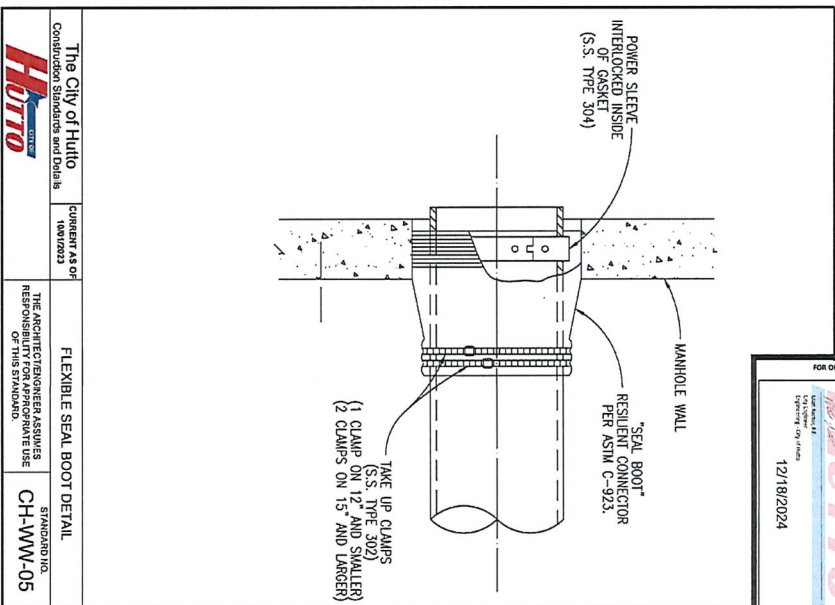
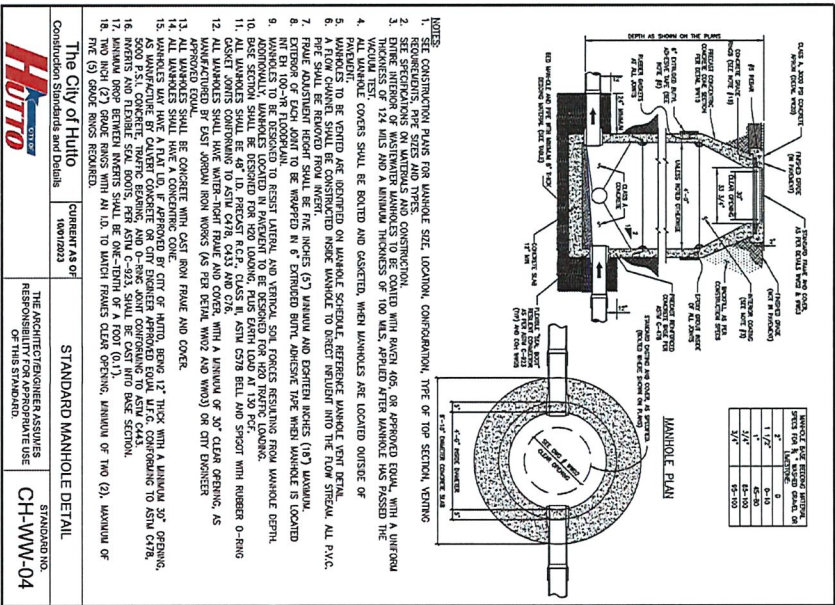
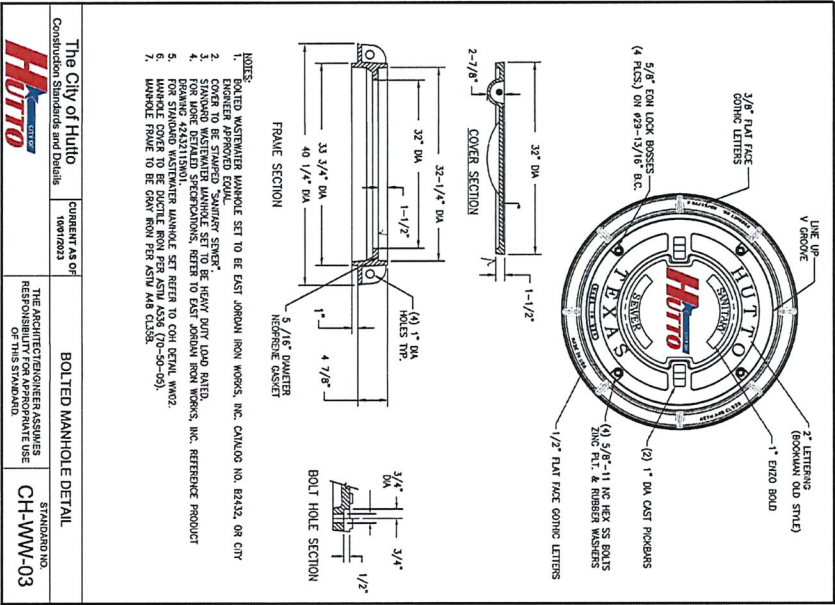
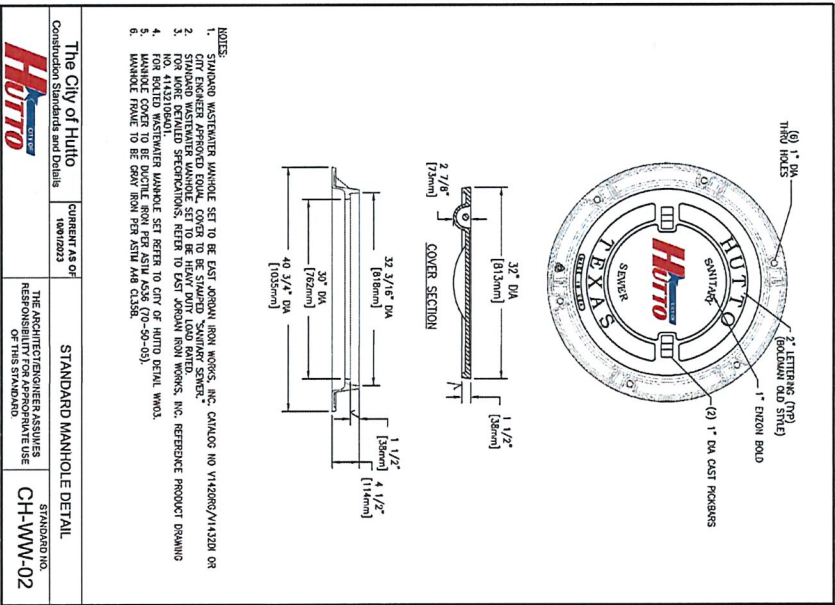
FRITZ OFFSITE WW



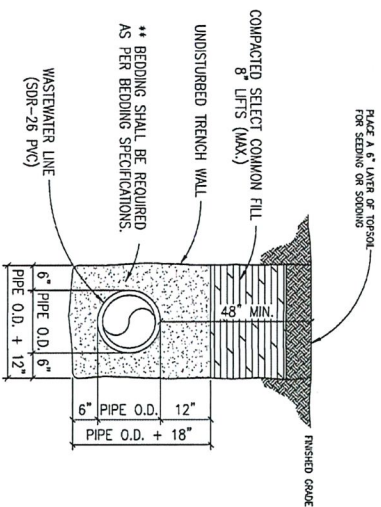
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(512)452-0371
FAX(512)454-9933
TBP/ELS FIRM #2946

NO.	BY	DATE	REVISION DESCRIPTION





NO.	BY	DATE	REVISION DESCRIPTION



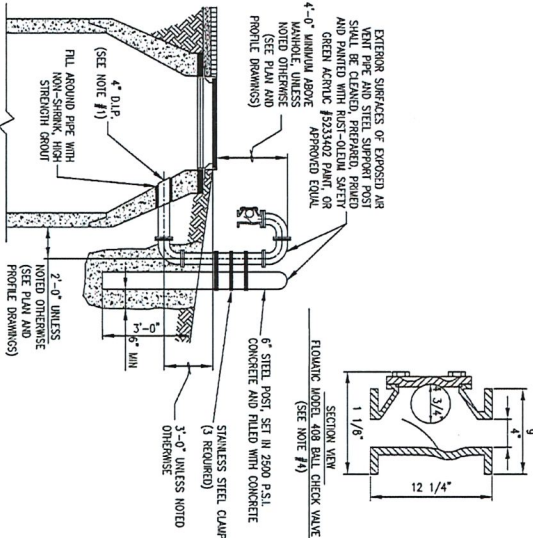
1. IF GROUND WATER IS PRESENT IN THE TRENCH, THE BEDDING MATERIAL SHALL BE SURROUNDED BY FILTER FABRIC (MIRAFI 140N OR EQUIVALENT) ON ALL SIDES TO PREVENT SOIL INFILTRATION INTO THE BEDDING MATERIAL.

 The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	TRENCH AND EMBEDMENT NON-PAVED DETAIL	STANDARD NO. CH-WWW-15
	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.		

TYPICAL BEDDING SPECIFICATIONS:

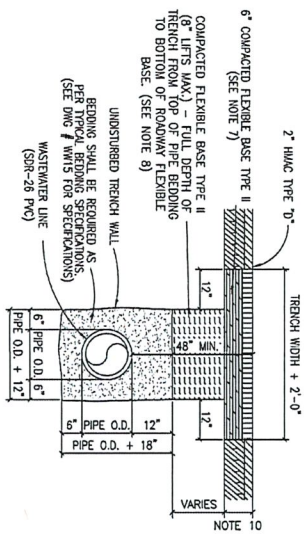
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% RETAINED	% RETAINED	% RETAINED
0	0	0
5-25	0-2	1/2"
80-100	40-85	3/8"
96-100	95-100	1/4"
		#10

**** TYPICAL BEDDING SPECIFICATIONS:**



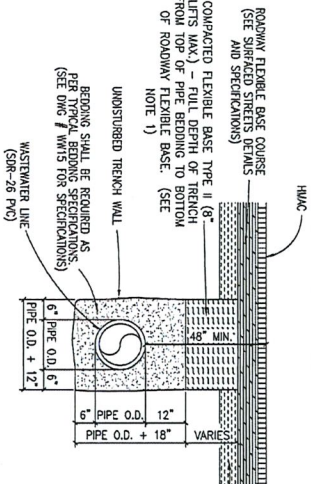
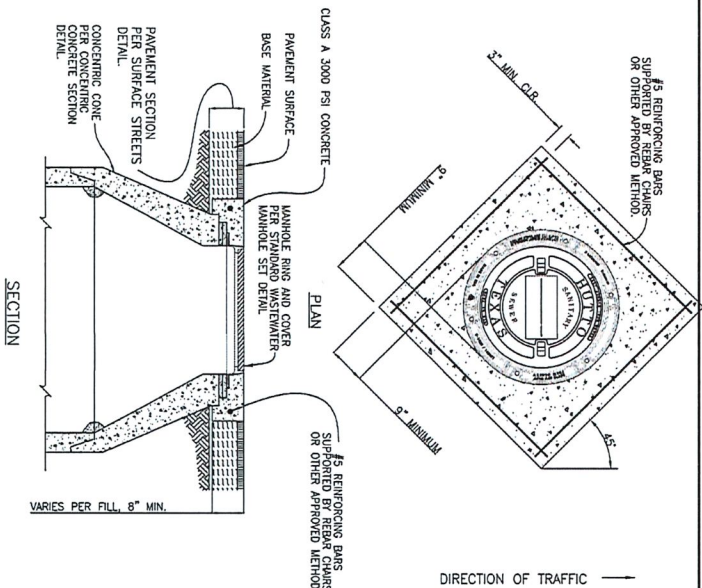
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	The City of Huto Construction Standards and Details	CURRENT AS OF 10/01/2023	MANHOLE VENT ABOVE GROUND DETAIL	STANDARD NO. CH-WW-19
	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.			



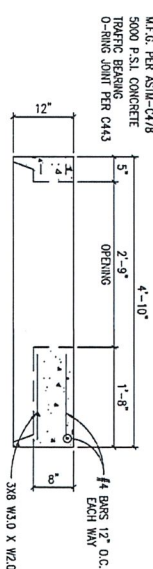
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 The City of Hualto Construction Standards and Details	CURRENT AS OF 10/01/2023	TRENCH AND EMBEDEDMENT UNDER EXISTING ROAD DETAIL	STANDARD NO. CH-WWW-16
	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD		



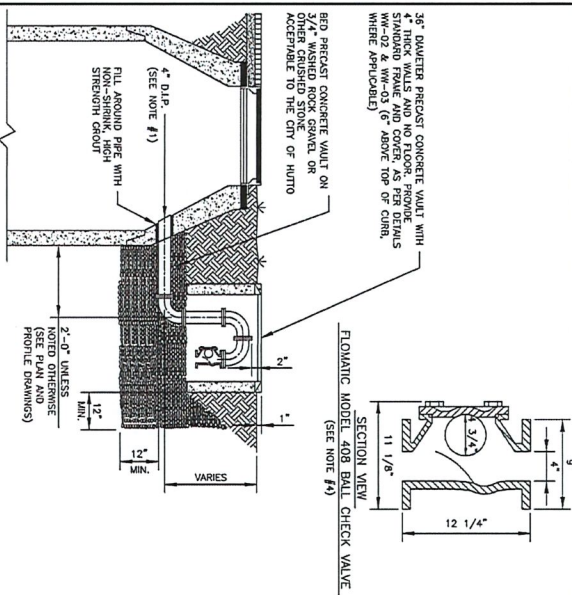
1. MOIST TYPE A-GRADE 2 OR BETTER CRUSHED LIMESTONE BASE COMPACTED TO 95% OF THE THEORETICAL MAXIMUM DENSITY. PROCTOR TO BE PROVIDED BY THE CONTRACTOR.
2. A MINIMUM OF ONE DENSITY TEST SHALL BE TAKEN EVERY TWO HUNDRED (200) FEET FOR EACH EIGHT (8) INCH LAYER OF BASE. PROCTORS FOR MATERIALS USED IN BACKFILLING SHALL BE OBTAINED BY A CERTIFIED LABORATORY. DENSITY TESTS SHALL BE CONDUCTED BY A CERTIFIED LABORATORY OR THE PERMITS CONSULTANT. THE PERCENTAGE OF MAXIMUM DENSITY SHALL BE 95%.
3. ALL COMPLETED AND ACCEPTED DENSITY TESTS SHALL BE RETURNED TO CITY OF HUNTO. IF COMPLETED AND ACCEPTED DENSITY TESTS ARE NOT RETURNED TO CITY OF HUNTO, ALL COMPLETED AND ACCEPTED DENSITY TESTS SHALL BE RETURNED TO CITY OF HUNTO.
4. IF GROUND WATER IS PRESENT IN THE TRENCH, THE BEDDING MATERIAL SHALL BE SURROUNDLED BY FILTER FABRIC (MINUT 140N OR EQUIVALENT) ON ALL SIDES TO PREVENT SOIL INFILTRATION INTO THE BEDDING MATERIAL.

 The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	TRENCH AND EMBELEMMENT UNDER PROPOSED PAVEMENT DETAIL	STANDARD NO.
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.		CH-WWW-17	



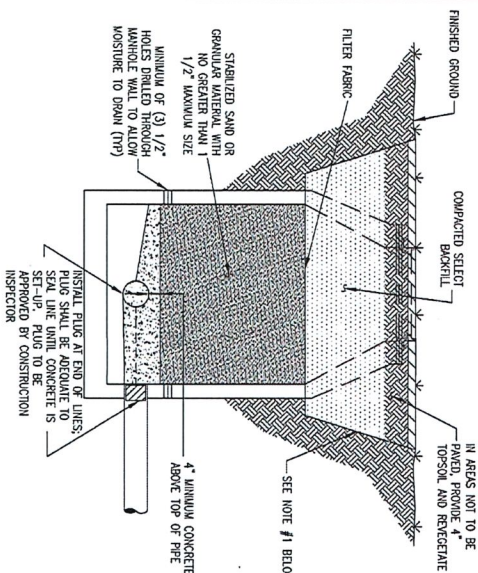
- NOTES:
1. AVAILABLE WITH CAST IRON RING AND COVER CAST IN PLACE.
 2. PERMITTED ONLY WITH WRITTEN APPROVAL.

 The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	48" FLAT MANHOLE LID DETAIL	STANDARD NO.
	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	CH-WW-21	



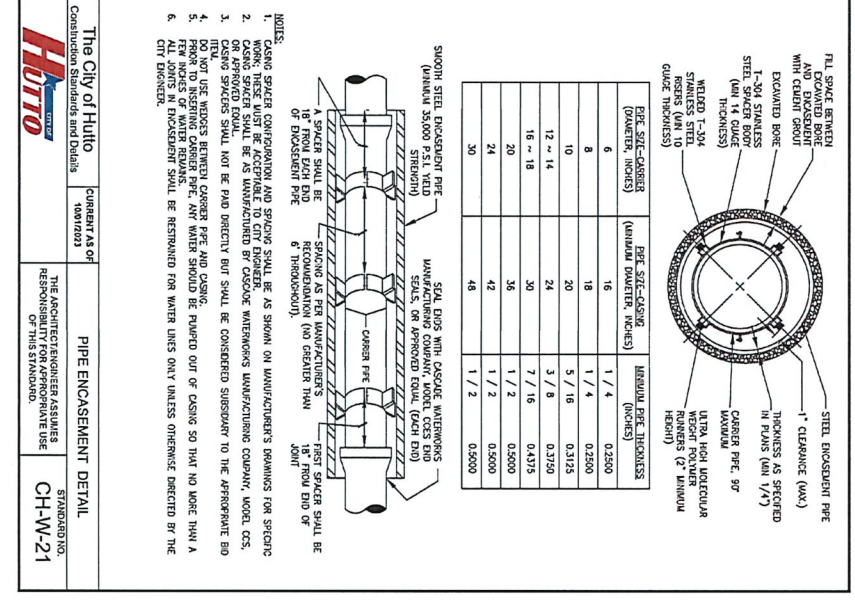
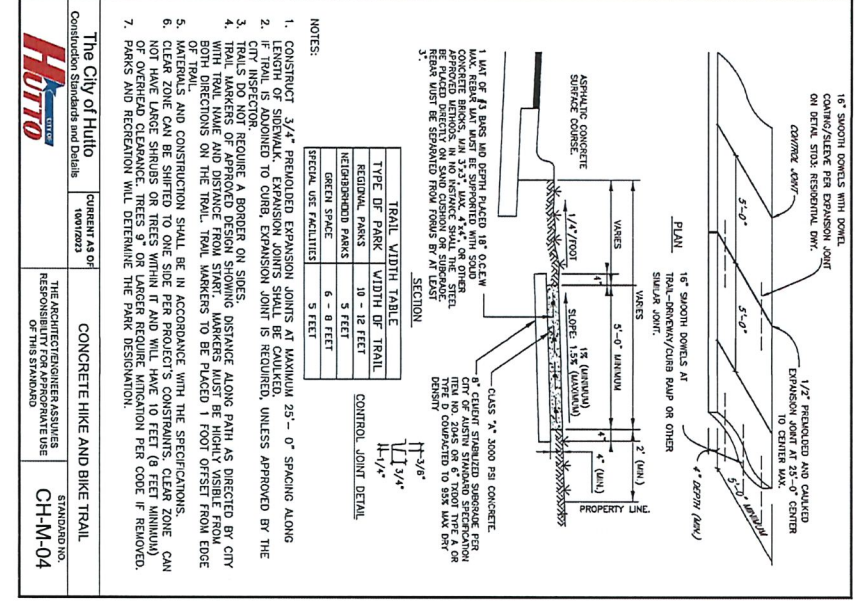
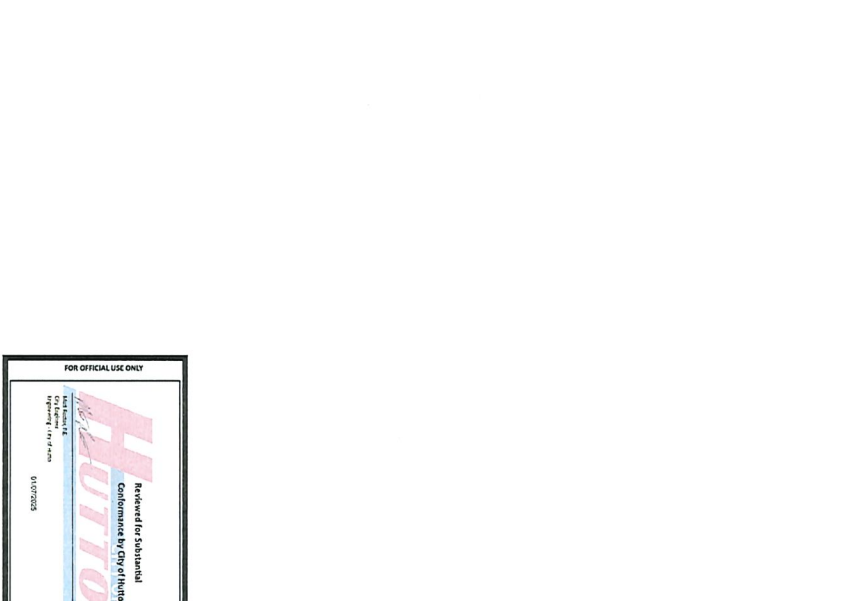
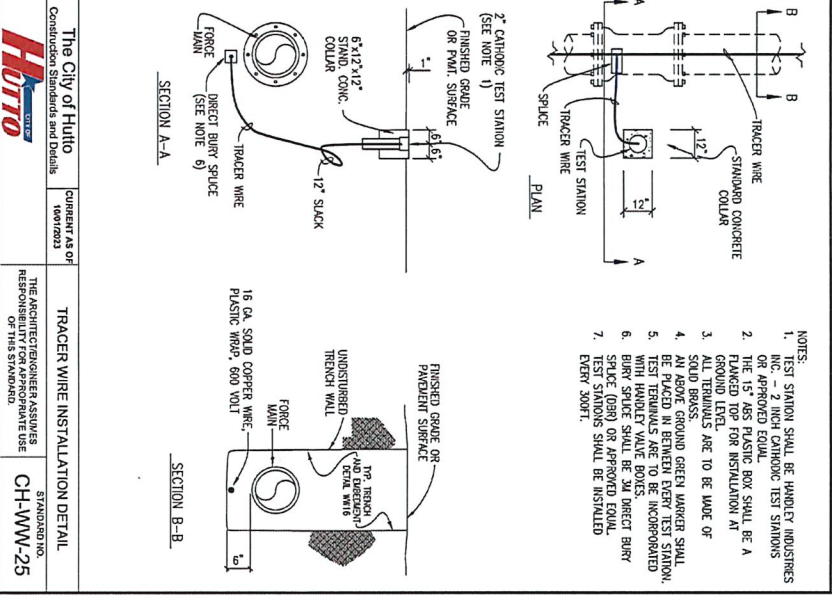
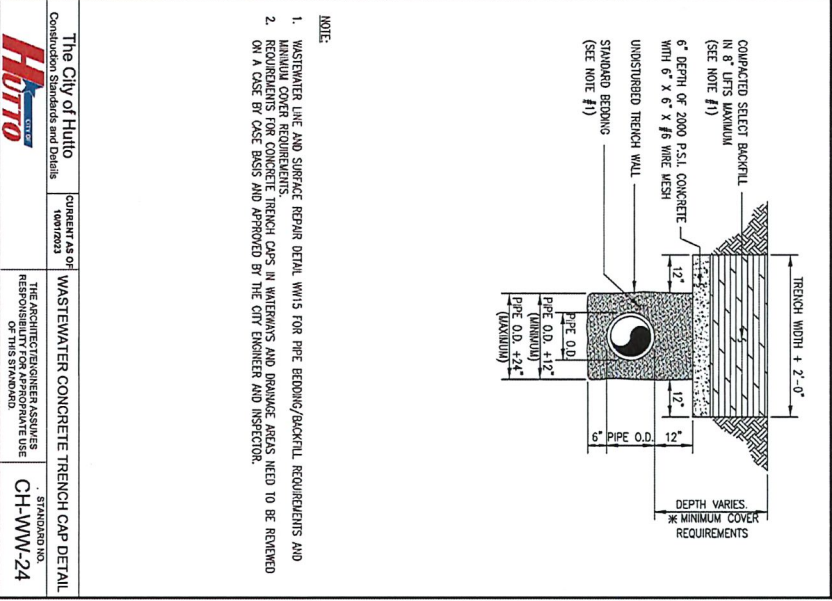
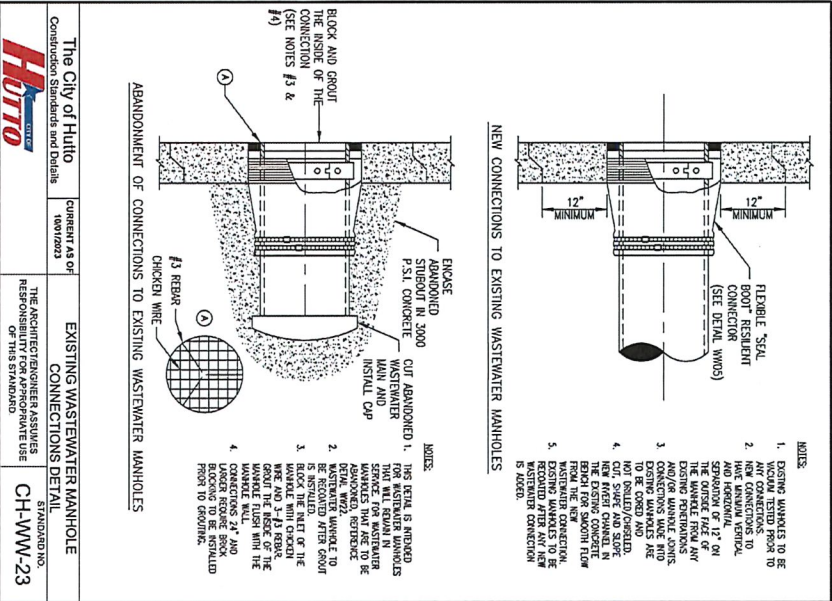
1. AIR VENT PIPE BE 4" DIA., CLASS 5 WITH EDGED CONNECTIONS.
2. ALL FITTINGS TO BE 150 PSIG RATED & ANSI/MAN. C110/21.10.
3. AIR VENT PIPE SHALL BE INSTALLED TO A MINIMUM DEPTH FROM ABOVE SURFACE AS POSSIBLE.
4. AIR VENT PIPE SHALL BE INSTALLED TO THE CONCERNING CONCRETE FLOOR.
5. AIR VENT PIPE SHALL BE INSTALLED TO THE CONCERNING CONCRETE FLOOR.
6. PLAN ELEVATION, IF ELEVATION OF OPENING IS LESS THAN 1' FOOT (1'-00) ABOVE THE ULTIMATE GRADE FLOOR, PLAN ELEVATION, A FLOWING MOUNT, 408, PLAN 2145 HAS BLACK CHECK VALVE, OR ULTIMATE GRADE, WITH FLOATING TYP. BALL, SHALL BE INSTALLED AT DOWN TURNING OPENING OF VENT. A 16 WESB, 304 STAINLESS STEEL, INSERT SCREEN SHALL BE PLACED IN THE OPENING.

	The City of Hutto Construction Standards and Details	CURRENT AS OF 10/1/2023	STANDARD NO. CH-WW-18
	MANHOLE VENT BELOW GROUND DETAIL		



1. REMOVE EXISTING CONCRETE SECTION AND DEMOLISH STRUCTURE TWO FEET (2'-0") MINIMUM BELOW GROUND SURFACE.
2. IF LIME MORTAR IS ABANDONED IN PLACE, EXISTING UNDER EXISTING OR PROPOSED STRUCTURE, THEN THE EXISTING LIME TO THE NEXT AVAILABLE SLAB, BE GROUTED OR SURSTY FULLED.
3. IF LIME IS NOT LOCATED UNDER A STRUCTURE, ABANDON EXISTING LIME IN PLACE BY PLUGGING BOTH ENDS OF LIME AND GROUTING AROUND PLUGS.
4. THE CONTRACTOR IS TO RECORD AND CENTER QUANTITIES OF GROUT OR SURSTY FULLED. QUANTITIES MUST BE A MINIMUM OF SIZE OF CALCULATED EXISTING VOID CAPACITY.

 The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	WASTEWATER MANHOLE ABANDONMENT DETAIL
	STANDARD NO. CH-WW-22	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.



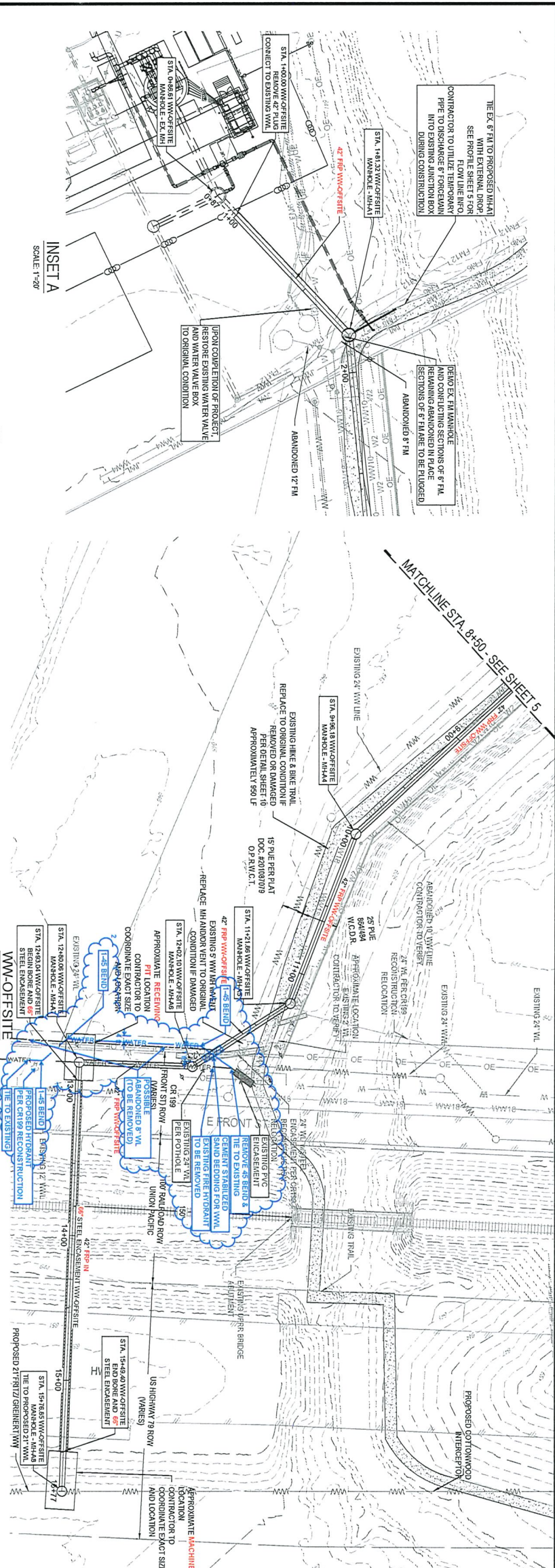
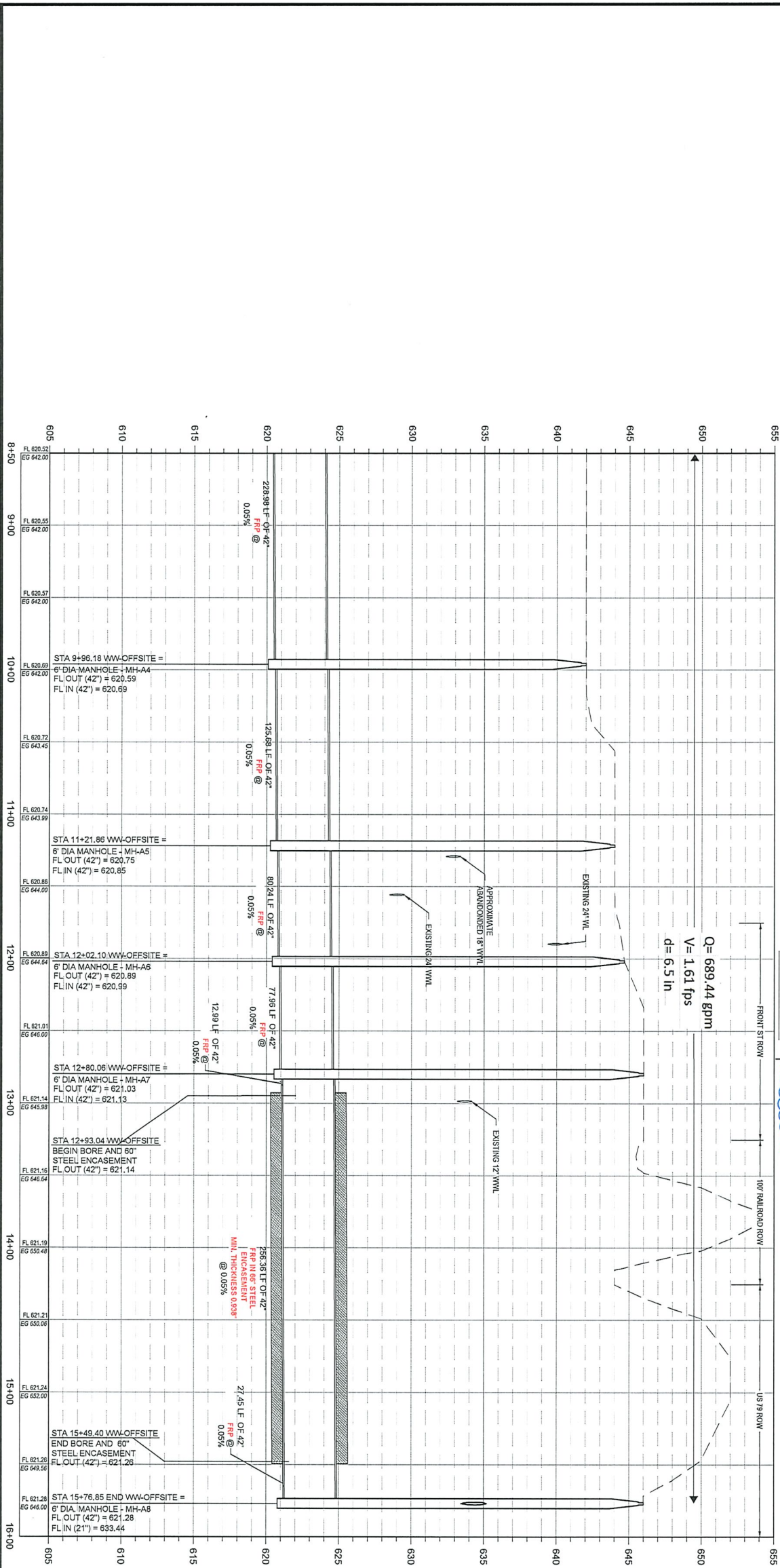
FRITZ OFFSITE WW

WASTEWATER DETAILS (3 OF 3)

NO.	BY	DATE	REVISION DESCRIPTION

PROJECT NO: 1495-1791
DESIGNED BY: EU
DRAWN BY: MC
CHECKED BY: TMH

NOTES:
1. ALL TRENCHES SHALL BE SEaled WITH A WATERPROOFING MATERIAL TO THE RESPONSIBLE ENGINEER'S SATISFACTION.
2. ALL TRENCHES SHALL BE PRACTICE ACT.



0 20' 40' 80'

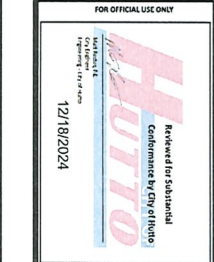
SCALE: 1" = 40'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- WASTEWATER LINE
- DIRECTION OF FLOW
- DOUBLE WASTEWATER SERVICE
- SINGLE WASTEWATER SERVICE
- DOUBLE WATER SERVICE
- SINGLE WATER SERVICE

NOTE:

- ALL MANHOLES SHALL BE FIBERGLASS TEE BASE, D0753 & D4161.
- TOPS OF MANHOLES UNDER PAVEMENT SHALL BE ADJUSTED TO MATCH FINISH GRADES PRIOR TO ACCEPTANCE OF WORK.
- PRELO GROUT SEAL INSIDE AND OUT OR APPROVED EQUAL.
- ALL WASTEWATER LINES SHALL BE FIBERGLASS SEWER PIPE CONFORMING TO ASTM D3352 & D3681.
- AT ALL WATERLINE CROSSINGS, WASTEWATER MAIN SHALL BE AT LEAST 12" CLEARANCE FROM OTHER PIPES FOR MINIMUM 10'.
- CONTRACTOR SHALL MAINTAIN A MINIMUM SEPARATION DISTANCE IN ALL DIRECTIONS OF NINE FEET BETWEEN PROPOSED WATERLINE AND WASTEWATER COLLECTION FACILITIES INCLUDING MANHOLES. IF THIS DISTANCE CANNOT BE MAINTAINED, CONTRACTOR MUST IMMEDIATELY NOTIFY PROJECT ENGINEER FOR FURTHER DIRECTION.
- DOWNSTREAM TO UPSTREAM.
- TRACER TAPE SHALL BE PLACED ABOVE ALL PLASTIC PIPES, FOR ALL EXISTING MANHOLES MODIFIED BY CONSTRUCTION TO BE TESTED, REPAIRED AND RECOATED PER CITY OF HUNTSVILLE WWA-0.
- WHERE WATER LINE CROSSES UNDER WASTEWATER LINES, LENGTH STEEL ENCASEMENT PIPE CENTERED ON THE WATER LINE AND SHALL BE AT LEAST TWO NORMAL PIPE DIAMETERS LARGER THAN THE WATER LINE PER TAC PART 1, CHAPTER 290, SUBCHAPTER D, RULE 290.44.
- MANHOLE COVERS SHALL BE BOLTED AND GASKETED OUTSIDE OF PAVED AREAS.
- ALL EXISTING MANHOLES TO BE REMOVED SHALL BE ABANDONED WITHIN 20' OF NEW WASTEWATER LINE INSTALLATION.



PROJECT NO: 1496-1791

DESIGNED BY: EU

DRAWN BY: MC

CHECKED BY: TMH

NOTES:

- ATTENTION: A SCALED DRAWING IS REQUIRED FOR THE SUBMITTAL TO THE CITY OF HUNTSVILLE FOR THE PRACTICE ACT.

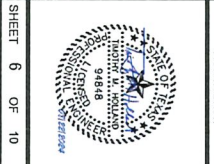
OFFSITE WASTEWATER PLAN AND PROFILE (8+50 TO END)

FRITZ OFFSITE WW

NO.	BY	DATE	REVISION DESCRIPTION
1		9/26/2025	REVISE PIPE MATERIALS
2		7/31/2025	RELOCATE EXISTING 24" WWT

8834 N. Capital of Texas Hwy. Suite 140 Austin, Texas 78759 (512)452-0371 FAX(512)454-9933 TBP&S FIRM #2946

GRAY ENGINEERING



Contractor: AUSTIN ENGINEERING CO. INC.
P.O. BOX 342349
AUSTIN TEXAS 78734
PHONE: (512) 327-1464 FAX: (512) 327-1765

FINAL COST AND QUANTITIES

Owner: LENNAR HOMES
13620 N. FM 620, BLDG. B, STE. 150
AUSTIN, TEXAS 78717

3.20.2026

Project: FRITZ WASTEWATER IMPROVEMENTS

AECC Client No. 5486

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	% COMPL
1	REMOVE AND REPLACE CHAIN LINK FENCE	40	LF	\$ 60.00	\$ 2,400.00	100%
2	CONNECT TO EXISTING 42" STUB	1	EA	\$ 10,000.00	\$ 10,000.00	100%
3	42" F679 PS 115 PVC PIPE OPEN CUT ALL DEPTHS	1,220	LF	\$ 825.00	\$ 1,006,500.00	100%
4	42" F679 PS 115 PVC RJ PIPE INSTALLED IN 66" ENCAS	257	LF	\$ 930.00	\$ 239,010.00	100%
5	7' DIA. WW MANHOLE - ALL DEPTHS	7	EA	\$ 58,000.00	\$ 406,000.00	100%
6	6" MH DROP CONNECTION	1	EA	\$ 8,000.00	\$ 8,000.00	100%
7	66" X .500 WALL STEEL ENCASEMENT BY HAND TUNNEL	257	LF	\$ 3,500.00	\$ 899,500.00	100%
8	TEMP 6" FORCE MAIN CONNECTION	40	LF	\$ 75.00	\$ 3,000.00	100%
9	6" P401 DIP FORCE MAIN CONNECTION	40	LF	\$ 150.00	\$ 6,000.00	100%
10	REPLACE WATER METER BOX	1	EA	\$ 3,000.00	\$ 3,000.00	100%
11	REMOVE AND REPLACE CONCRETE HIKE AND BIKE TRAIL	1,046	LF	\$ 75.00	\$ 78,450.00	100%
12	ADJUST MANHOLE RING & COVERS	7	EA	\$ 1,000.00	\$ 7,000.00	100%
13	VACUUM, MANDREL & JOINT TESTING	1,477	LF	\$ 15.00	\$ 22,155.00	100%
14	REMOVE, STORE & REINSTALL LIGHT POLES	11	EA	\$ 1,000.00	\$ 11,000.00	100%
15	LIGHT POLE FOUNDATION	11	EA	\$ 500.00	\$ 5,500.00	100%
16	DOG WASTE DISPOSAL RECEPTACLE - REM & REPLACE	1	LS	\$ 125.00	\$ 125.00	100%
17	66" X .500 WALL STEEL ENCASMENT BY HAND TUNNEL	-257	LF	\$ 3,500.00	\$ (899,500.00)	100%
18	66" X .938 WALL STEEL ENCASMENT BY HAND TUNNEL	257	LF	\$ 4,250.00	\$ 1,092,250.00	100%
19	ADDITIONAL WORK - CONFLICT WITH EXISTING UTILITIES NOT SHOWN ON PLANS	4	SHF	\$ 10,961.24	\$ 43,844.96	100%
20	24" CI 250 RJ DIP	160	LF	\$ 595.00	\$ 95,200.00	100%
21	FIRE HYDRANT ASSEMBLY	1	EA	\$ 14,500.00	\$ 14,500.00	100%
22	CEMENT STAB. BEDDING FOR THE 42" WW	15	LF	\$ 200.00	\$ 3,000.00	100%
23	24" WET CONNECTIONS - NIGHT WORK	2	EA	\$ 14,000.00	\$ 28,000.00	100%
24	REMOVE EXISTING 24" DIP AND DISPOSE	120	LF	\$ 85.00	\$ 10,200.00	100%
25	24" GATE VALVE	1	EA	\$ 43,600.00	\$ 43,600.00	100%
26	ADDL BEDDING DUE TO GW, TA 9+96 TO 12+80	1,827	TON	\$ 95.80	\$ 175,026.60	100%
27	ADDL COST FOR EXT DROP ON MH A8	1	LS	\$ 36,500.00	\$ 36,500.00	100%
28	REMOVE & REPLACE CONTRTE HIKE & BIKE TRAIL	12	LF	\$ 75.00	\$ 900.00	100%
29	REVEGETATION	8050	SY	\$ 4.00	\$ 32,200.00	100%
TOTAL CONTRACT TO DATE					\$ 3,383,361.56	100%

Submitted by:
AUSTIN ENGINEERING CO. INC.

Accepted by:
LENNAR HOMES

JOHN C. FENLEY, VICE PRESIDENT, SALES
Date: 3/20/2026 #REF!

Signature & Title
Date:

Approved by Engineer:

Date:

Punch List Walk

04/13/2026 / James Lozano

Complete

Score	3 / 9 (33.33%)	Flagged items	0	Actions	0
-------	----------------	---------------	---	---------	---

Conducted on

04/13/2026 11:09 AM CDT

Prepared by

James Lozano

Inspection

3 / 9 (33.33%)

Location of Project

350 County Road 199
Hutto TX 78634
United States
(30.541227544433394,
-97.53922476899295)

Name of project

Fritz offsite WW

Who Is The Contractor

Austin Engineering

Date and time

04/13/2026 11:10 AM CDT

Day

Monday

Items Needing Correction

- 1) MH1 needs concrete coating and force main tie in (see photo 1-3)
- 2) all MH's need bolts (see pic 4)
- 3)Remove silt fence both locations (see pic 5-9)



Photo 1



Photo 2

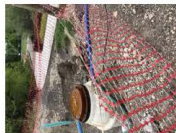


Photo 3



Photo 4



Photo 5



Photo 6



Photo 7



Photo 8



Photo 9

Walk Through Photos.

Contractor Signature

Jesse Porras

Items corrected

2 / 2 (100%)

Date and Time

04/30/2026 01:02 PM CDT

- 1) MH1 needs concrete coating and force main tie in (see photo 1-8)
- 2) all MH's need bolts (see pic 18-20)
- 3)Remove silt fence both locations (see pic 9-17)



Photo 10



Photo 11



Photo 12



Photo 13



Photo 14



Photo 15



Photo 16



Photo 17



Photo 18



Photo 19



Photo 20



Photo 21



Photo 22



Photo 23



Photo 24



Photo 25



Photo 26



Photo 27



Photo 28



Photo 29

Day

Thursday

Are all items corrected

Yes

Photos of corrected Items.

Media summary



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



Photo 7



Photo 8



Photo 9



Photo 10



Photo 11



Photo 12



Photo 13



Photo 14



Photo 15



Photo 16



Photo 17



Photo 18



Photo 19

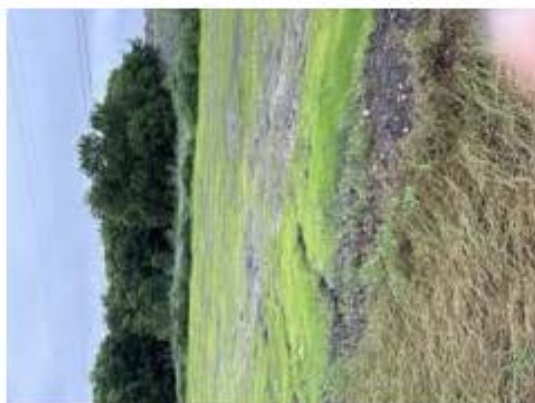


Photo 20



Photo 21



Photo 22



Photo 23



Photo 24



Photo 25



Photo 26



Photo 27



Photo 28



Photo 29



FINAL SUBDIVISION / SITE PROJECT CHECKLIST

Date: 5/1/2026

Name of Project: Fritz Offsite WW

Conditional / Final Acceptance Date: _____

Inspector's Name: James Lozano

Job Number(s): 1496-11791 Note: All spaces need to be initialed by Inspector including N/

JL 1. Project Construction Summary Date Received: 5/1/2026

JL 2. Engineer's Concurrence Letter Date Received: 5/1/2026

JL 3. Maintenance Bond(s) Date Received: 5/1/2026

JL 4. Final Cost & Quantities Date Received: 5/1/2026

JL 5. As-built Reproducible Plans Date Received: 5//2026
(1-24"X36", pdf scan, ACAD Base Map files)

JL 6. Test Reports JL Manhole Test JL WW Low Air Pressure Test / Mandrel Test
TV Test n/a Valve & Hydrant Test
JL Bacteriological Test n/a Water Pressure Test

JL 8. Punch List Date Completed: 4/13/2026

n/a 15. No. of Lots for Subdivisions _____ Total Acres in Subdivision. 38.906

Comments: _____

Please initial: JL Inspector, TM Supervisor, _____ Administrative Assistant

Received by: _____

AGENDA ITEM REPORT

10.5.



To: City Council
Subject: Consideration and possible action on Ordinance No. O-2026-025 amending the budget for FY 2026 for expenditures of the Hotel Occupancy Tax fund. (Alberta Barrett)
Meeting: Thursday, June 4, 2026
Department: Finance /
Staff Contact: Alberta Barrett

ITEM SUMMARY:

At the May 7, 2026 City Council meeting, Council received a presentation and a proposed budget from the City's Sesquicentennial Committee. Council approved \$20,000 from the Hotel Occupancy Tax Fund to be used as a contribution towards the event, with an additional \$20,000 dollar-for-dollar match for funds that the committee is able to contribute towards the event through sponsorships and fundraising.

The proposed amendment is to increase the "special events" line item by \$20,000 for initial funding. A subsequent amendment will be brought to Council for any additional matching funding.

Accounting for the funds associated with the Sesquicentennial event will be reported in a new, temporary fund until activity is completed. This fund will be included in the monthly financials.

The proposed amendment will reduce budgeted ending fund balance in the Hotel Occupancy Tax fund to \$1,669,002.

FISCAL NOTES:

The proposed amendment to the Hotel Occupancy Tax Fund will increase expenditures by \$20,000, resulting in a projected ending fund balance of \$1,669,002 at the September 30, 2026.

ATTACHMENTS:

1. Proposed O-2026-xxx Budget Amendment
2. Exhibit A - FY26 HOT Amendments

ORDINANCE NO. O-2026-xxx

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR OF OCTOBER 1, 2025, THROUGH SEPTEMBER 30, 2026, BY APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS FOR CERTAIN EXPENDITURES IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; FINDING MUNICIPAL PURPOSES; PLACING ADDITIONAL RESTRICTIONS ON SAID FUNDS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Texas (the “City”), is a duly constituted home-rule municipality and, as such, is authorized to; and

WHEREAS, the City Council for the City of Hutto, Texas, adopted the City’s Fiscal Year 2025-2026 Budget in September of 2025; and

WHEREAS, pursuant to Texas Local Government Code Section 102.010, the City Council has determined that it is necessary to amend the City’s Fiscal Year 2025-2026 Budget, and that the budget amendment serves a municipal purpose; and

WHEREAS, after adoption of the budget, the City Council may by ordinance make certain amendments to the budget pursuant to Section 8.07 of the City of Hutto Home Rule Charter; and

WHEREAS, pursuant to Section 8.07(a) of the City of Hutto Home Rule Charter, after adoption of the budget, if the City Manager certifies that there are revenues available for appropriation in excess of those estimated in the budget, the City Council may by ordinance make supplemental appropriations for the year up to the amount of such excess; and

WHEREAS, pursuant to Section 8.07(b) of the City of Hutto Home Rule Charter, after adoption of the budget, the City Council may by ordinance make emergency appropriations to meet a public emergency affecting life, health, property, or the public peace, or to avoid a material cost or public expense; and

WHEREAS, pursuant to Section 8.07(d) of the City of Hutto Home Rule Charter, after adoption of the budget, the City Council may by ordinance transfer part or all of the unencumbered appropriation balance from one department or major organizational unit to the appropriations for other department or major organizational units; and

WHEREAS, pursuant to Section 8.07(d) of the City of Hutto Home Rule Charter, the City Manager may transfer part or all of any unencumbered appropriation balances among programs within a department or organization unit and shall report such transfers to the City Council no later than the next regular City Council meeting; and

WHEREAS, Exhibit A shows the proposed budget amendments as follows:

Hotel Occupancy Tax (24)

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

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

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

SECTION 1: All of the above recitations are found to be true and correct and are incorporated into the body of this Ordinance.

SECTION 2: The appropriations for the fiscal year beginning October 1, 2025, and ending September 30, 2026, for the support of the general government of the City of Hutto, Texas, 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 City budget for the fiscal year October 1, 2025, through September 30, 2026.

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: The City Secretary shall publish this ordinance on the City's website and shall publish the adoption of this ordinance by the City Council in the approved City Council minutes as required by Hutto City Charter Section 3.13.

SECTION 6: 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 7: All ordinances and resolutions and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict.

SECTION 8: 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 9: Pursuant to Section 3.13 of the Hutto City Charter, this ordinance is adopted and enacted.

PASSED AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, TEXAS, on the 4th day of June, 2026 on a vote of _____ AYES; _____ NAYS; _____ ABSTENTIONS.

(Remainder of page intentionally left blank.)

CITY OF HUTTO, TEXAS:

Mike Snyder, Mayor

ATTEST:

Laura Hallmark, City Secretary

Note: Items below are only accounts that are included in this budget amendment

Budget Amendments by Fund

		Original	Current		Revised
Description		Budget	Budget	Amendment	Budget
Hotel Occupancy Tax (24)					
	Budgeted Beginning Fund Balance	1,396,768	1,396,768		1,396,768
Revenues					
	Occupancy Tax	380,000	380,000		380,000
	Interest Earned	55,908	55,908		55,908
	Total Revenues	<u>435,908</u>	<u>435,908</u>	0	<u>435,908</u>
Expenditures					
	Advertising	15,000	15,000		15,000
	Promotion of the Arts	48,460	48,460		48,460
	Special Events	80,214	80,214	20,000	100,214
	Total Expenditures	<u>143,674</u>	<u>143,674</u>	20,000	<u>163,674</u>
	Net Change in Fund Balance	292,234	292,234	(20,000)	272,234
	Ending Fund Balance	<u><u>1,689,002</u></u>	<u><u>1,689,002</u></u>		<u><u>1,669,002</u></u>

AGENDA ITEM REPORT

10.6.



To: City Council

Subject: Consideration and possible action on Resolution No. R-2026-130 approving an addendum to the Standard terms of Engagement between the Bojorquez Law Firm, P.C., and the City of Hutto for representation of all Tax Increment Reinvestment Zones and additional Tax Increment Reinvestment Zones that may be created by the City; authorizing the Mayor to sign the Agreement. (Legal)

Meeting: Thursday, June 4, 2026

Department: Legal /

Staff Contact: Dottie Palumbo

ITEM SUMMARY:

The City has created four (4) Tax Increment Reinvestment Zones (TIRZs) as of December 4, 2025

- The Co-Op District TIRZ No. 1
- The Sports & Health District TIRZ No. 2
- The Hutto Megasite TIRZ No. 3
- The Highway 130 TIRZ No. 4

The purpose of the Resolution is to approve the addendum to the Standard Terms of Engagement with the Bojorquez Law Firm for representation of all four Tax Increment Reinvestment Zones and any additional zones that may be created by the City. The addendum acknowledges the firm's disclosure of the potential for Conflicts of Interest to arise and the possibility of disclosing Confidential/attorney-client privileged information or Attorney Work product in the course of the firm's communications with the people who operate in varied official capacities for the City and numerous TIRZs with which the City is involved.

FISCAL NOTES:

There is no fiscal impact associated with this agenda item.

ATTACHMENTS:

1. Hutto RES for all TIRZ representation 5.22.26
2. Exhibit A - Addendum to Engagement- TIRZ (May 28 2026) - ab

AGENDA ITEM REPORT

10.6.



-
3. Form 1295 Certificate Bojorquez

RESOLUTION NO. R-2026-###

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,
APPROVING AN ADDENDUM TO STANDARD TERMS OF
ENGAGEMENT BETWEEN BOJORQUEZ LAW FIRM, P.C.
AND THE CITY OF HUTTO FOR REPRESENTATION OF
ALL TAX INCREMENT REINVESTMENT ZONES AND
ADDITIONAL TAX INCREMENT REINVESTMENT ZONES
THAT MAY BE CREATED BY THE CITY OF HUTTO;
AUTHORIZING THE MAYOR TO EXECUTE THE
AGREEMENT; PROVIDING PROPER NOTICE & MEETING;
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Council desires to approve an addendum to the Standard Terms of Engagement between the Bojorquez Law Firm, P.C., and the City of Hutto, and authorize the Mayor to execute the addendum (the "Agreement") attached as Exhibit A.

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

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

SECTION 2: That the Hutto City Council hereby approves and authorizes the Mayor to execute the Agreement, **Exhibit A**, a copy of the same being attached hereto and incorporated herein for all purposes.

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

SECTION 4: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 4th of June 2026, on a vote of ____ AYES; ____ NAYS; and ____ ABSTENTIONS.

CITY OF HUTTO, TEXAS:

Mike Snyder, Mayor

ATTEST:

Laura Hallmark, City Secretary

11675 Jollyville Road
Suite 300
Austin, Texas 78759



Phone: (512) 250-0411
Fax: (512) 250-0749
TexasMunicipalLawyers.com

May 28, 2026

Mike Synder, Mayor
City of Hutto
Via Email: mike.snyder@huttotx.gov

REGARDING: Tax Increment Reinvestment Zone (TIRZ)
Addendum to Standard Terms of Engagement

Mayor Snyder:

I offer for your consideration this Addendum to the current *Standard Terms of Engagement* retaining our firm to serve as *City Attorney* for the City of Hutto (dated October 1, 2019).

By affixing your signature below, you will (on behalf of the City Council) acknowledge our firm's full and complete disclosure of the potential for Conflicts of Interest to arise and the possibility of disclosing *Confidential / Attorney-Client Privileged* information or *Attorney Work Product* in the course of our communications with people who operate in varied official capacities for the City of Hutto and numerous Tax Increment Reinvestment Zones (TIRZs) with which the City of Hutto is involved.

By affixing your signature below, you will (on behalf of the City Council) provide the City's consent for our firm to proceed with its efforts to evaluate the legal status of the TIRZs, provide legal advice and determine the nature of any pending contractual obligations between the City of Hutto and the TIRZs.

If you find this arrangement acceptable, please acknowledge by counter-signing and returning this Addendum.

Sincerely,

A handwritten signature in blue ink, appearing to read "Alan Bojorquez".

Alan Bojorquez
Managing Partner

Mike Synder, Mayor
City of Hutto

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Bojorquez Law Firm, PC
Austin, TX United States

Certificate Number:
2026-1467284

Date Filed:
05/26/2026

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Hutto TIRZ 1 2 3 4

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.

Legal Services
Legal Services regarding TIRZ 1 2 3 4

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Bojorquez Law Firm, PC	AUSTIN, TX United States	X	
	Bojorquez, Alan	Austin, TX United States	X	
	Palumbo, Dorothy	Austin, Tx United States		X

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Alan Bojorquez, and my date of birth is _____.

My address is 11675 Jollyville Rd, Ste 300 Austin TX 78759 US
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 26 day of May, 2026
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

AGENDA ITEM REPORT

10.7.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2026-131 suspending the June 8, 2026 effective date of SiEnergy Gas, LLC's requested natural gas rate increase. (Legal)
Meeting: Thursday, June 4, 2026
Department: Legal /
Staff Contact: Dottie Palumbo

ITEM SUMMARY:

On May 4, 2026, SiEnergy Gas, LLC ("SiEnergy" or "Company"), pursuant to Subchapter C of Chapter 104 of the Gas Utility Regulatory Act, filed its Statement of Intent to change gas rates at the Railroad Commission of Texas ("RRC") within the incorporated areas served by SiEnergy and a notice of its intent to consolidate its operations and assets with the other members of SiEnergy Holding LLC, effective June 8, 2026.

SiEnergy is seeking to increase its revenues by approximately \$4.0 million, which is an increase of 16.1% including gas costs, or 24.0% excluding gas costs. SiEnergy is also seeking to consolidate all service areas into a single statewide jurisdiction. The Company's proposed rates for all of its customers are based on the systemwide cost of providing service to customers throughout the entirety of Texas. SiEnergy is also requesting: (1) approval of new depreciation rates for use following the consolidation; (2) approval to adopt revised Weather Factors by Area for the Weather Normalization Adjustment tariff; (3) the establishment of baseline factors for future Interim Rate Adjustment filings made pursuant to Gas Utility Regulatory Act § 104.301; (4) approval to continue the recovery of Winter Storm Uri regulatory asset expense with a revised factor per Ccf for the Rate SUR tariff; (5) a finding that the investment made in SiEnergy's natural gas distribution system between April 1, 2023 and December 31, 2025, is used and useful, prudent, reasonable, and necessarily incurred; and (6) approval of a rate case expense recovery tariff to recover the reasonable rate case expenses associated with its filing through a surcharge on rates.

Since SiEnergy is requesting consolidation of all its service areas, the Company will need to withdraw its existing tariffs to reflect the new SiEnergy rates and/or related changes necessary to reflect consolidation. The Company's new proposed tariffs include the following changes: (1) new system-wide rates for Residential Customers, pertaining to the incorporated areas, and for General Service Customers whose annual usage is 30,000 Ccf or less; (2) adoption of updated Weather Factors by Area in the proposed Rate Schedule WNA to reflect the appropriate Ccf per heating degree day based upon the test year in this case; (3) approval of the miscellaneous service charges currently in effect for its customers; (4) approval of Rider RCE to allow for the recovery of all rate case expenses determined to be reasonably incurred; (5) an updated docket reference for Rate Schedule – Pipeline Safety Inspection Fee; (6) a reduction in the current rate for Rate Schedule – SUR Surcharges; (7)

AGENDA ITEM REPORT

10.7.



expansion to include all cities with which SiEnergy has franchise agreements for Rate Schedule DEF Definitions; and (8) approval to adopt the following tariffs currently in effect if the proposed consolidation is approved: Rate Schedule CRR – Customer Service Rate Relief; Rates Schedule TFF, Taxes and Franchise Fees; Rate Schedule GCRA – Gas Cost Recovery Adjustment; and Rate Schedule QSR – Quality of Service Rules.

The resolution suspends the June 8, 2026 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with other similarly situated cities with original jurisdiction served by SiEnergy, to evaluate the filing, to determine whether the filing complies with the law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that the Company's rate request cannot become effective until at least 35 days following the filing of the application. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. If the City fails to take some action regarding the filing before the effective date, SiEnergy's rate request is deemed approved.

FISCAL NOTES:

If the suspension is approved, there is no fiscal impact associated with this agenda item.

ATTACHMENTS:

1. 2026 SiEnergy Suspension Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF HUTTO, TEXAS SUSPENDING THE JUNE 8, 2026 EFFECTIVE DATE OF SIENERGY GAS, LLC'S REQUESTED INCREASE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH OTHER CITIES IN THE SIENERGY SERVICE AREA; HIRING LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; AUTHORIZING INTERVENTION IN SIENERGY'S STATEMENT OF INTENT TO CHANGE GAS UTILITY RATES WITHIN THE INCORPORATED AREAS SERVED BY SIENERGY AND NOTICE OF CONSOLIDATION 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

WHEREAS, on or about May 4, 2026, SiEnergy Gas, LLC ("SiEnergy" or "Company"), pursuant to Gas Utility Regulatory Act § 104.102, filed with the City of Hutto ("City") a Statement of Intent to change gas rates within the incorporated areas served by SiEnergy and a notice of its intent to consolidate its operations and assets with the other members of SiEnergy Holding LLC, effective June 8, 2026; and

WHEREAS, the City is a gas customer of SiEnergy and a regulatory authority with exclusive original jurisdiction over the rates and charges of SiEnergy within the City; and

WHEREAS, it is reasonable for the City of Hutto to cooperate with other similarly situated cities in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company and direct any necessary litigation; and

WHEREAS, the Gas Utility Regulatory Act § 104.107 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days; and

WHEREAS, SiEnergy has filed an application with the Railroad Commission, that could become the docket into which appeals of city action on the TGS filing are consolidated; and

WHEREAS, the Gas Utility Regulatory Act § 103.022 provides that costs incurred by cities in ratemaking activities are to be reimbursed by the regulated utility.

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

SECTION 1. That the June 8, 2026, effective date of the rate request submitted by SiEnergy on or about May 4, 2026, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 2. That the City is authorized to cooperate with other cities in the SiEnergy service area to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations to the City regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Railroad Commission.

SECTION 3. That, subject to the right to terminate employment at any time, the City of Hutto hereby authorizes the hiring of the law firm of Lloyd Gosselink Rochelle & Townsend, P.C. and consultants to represent the City in all matters associated with the SiEnergy application to increase rates and appeals thereof.

SECTION 4. That intervention at the Railroad Commission in the docket that the application is filed under is authorized.

SECTION 5. That the City's reasonable rate case expenses shall be reimbursed by the Company.

SECTION 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 7. A copy of this Resolution shall be sent to SiEnergy representatives June M. Dively and Daniel Croll, SiEnergy Gas, LLC, 13215 Bee Cave Pkwy., Suite B-250, Bee Cave, Texas 78738 (junedively@sienergy.com and dancroll@sienergy.com), and to Jamie Mauldin at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (jmauldin@lglawfirm.com).

PASSED AND APPROVED this 4th day of June, 2026.

Mayor, City of Hutto

ATTEST:

AGENDA ITEM REPORT

10.8.



To: City Council
Subject: Consideration and possible action on approving the following City Council meeting minutes: May 21, 2026 Work Session, May 21, 2026 City Council Meeting and May 26, 2026 Joint City Council/Hutto Economic Development Corporation Special Meeting. (Laura Hallmark)
Meeting: Thursday, June 4, 2026
Department: City Secretary /
Staff Contact: Laura Hallmark

ITEM SUMMARY:

Section 551.021 of the Texas Local Government Code provides as follows:

- (a) A governmental body shall prepare and keep minutes or make a tape recording of each open meeting of the body.
- (b) The minutes must:
 - (1) state the subject of each deliberation; and
 - (2) indicate each vote, order, decisions or other action taken.

In compliance with State Law and to provide access to citizens of the business conducted by the City, minutes are generated for each public meeting of the City Council. Once approved, these minutes are then kept on permanent file in the Office of the City Secretary.

FISCAL NOTES:

There is no fiscal impact for this item.

ATTACHMENTS:

1. 5.21.2026 WS DRAFT MINUTES
2. 5.21.2026 DRAFT MINUTES
3. 5.26.2026 JOINT CC-HEDC DRAFT MINUTES



City of Hutto

Minutes

City Council Regular Session

Thursday May 14, 2020 at 6:00 PM

Executive Conference Room – 1000 E. Oa Street

CALL SESSION TO ORDER – 6:00 PM

ROLL CALL

Members of Council present: Mayor Snyder, Mayor Pro Tem Thornton, Councilmember Warner, Councilmember Morris, Councilmember Porterfield and Councilmember King

Absent: Councilmember Gordon

OTR BUSINESS

3.1. Review and discussion of the City's platting process, including current requirements, identified challenges, and potential amendments or process improvements. (Mayor Snyder/Howard Koontz)

Howard Koontz, Director of Development Services, presented the information for this item.

Council discussion regarding current requirements and challenges, other possible options and ways to streamline the system.

It was the consensus of Council to have staff bring back a proposed plan and present at a future workshop.

3.2. Discussion and possible action related to Work Session topics

There was no action taken.

ADJOURNMENT – 6:57 PM

Mike Snyder, Mayor

ATTEST:

Laura Hallmark, City Secretary





City of Hutto

Minutes

City Council Meeting

Thursday May 14, 2020 at 7:00 PM

City Council Chambers City Hall – 1000 E Oa Street

CASSIDON TO ORDER – 7:03 PM

ROLL CALL

Members of Council present: Mayor Snyder, Mayor Pro Tem Thornton, Councilmember Warner, Councilmember Morris, Councilmember Gordon, Councilmember Zepeda, Councilmember Porterfield and Councilmember King

STAFF:

Staff members present: James Earp, City Manager; Dottie Palumbo, Legal Counsel; David Amsler, Executive Director of Strategic Operations; Alberta Barrett, Finance Director; Sara Cervantes, Executive Director of Community Services; Patricia Davis, Interim City Engineer; Abby Fenton, Communications Manager; Cheney Gamboa, Director of Economic Development; Laura Hallmark, City Secretary; Kate Moriarty, Executive Director of Administrative Services; David Thomison, Utility Manager; Jeff White, Parks and Recreation Director

INOCATION – Kerby Campbell, Lone Star Baptist Church

PUBLIC OATH AFFIDAVIT

CITY COUNCIL INSTALLATION

Conduct Oath of Office for newly elected Councilmember Place 4, Corina I. Zepeda. (Judge Lucas Wilson)

Judge Wilson conducted the Oath with Ms. Zepeda, who was joined by her family.

PUBLIC COMMENT

Pulkit Namjoshi

The following item was taken out of order:

- 12.3 Pursuant to Texas Government Code Section 551.074, Personnel Matters, hear a complaint or charge against a public officer, Chair of the Planning and Zoning Commission, and deliberate the appointment , employment, evaluation, reassignment, duties, discipline, or dismissal of the public officer.

Speaker: Rick Hudson

Mayor Snyder outlined the issue with Councilmembers and City Attorney providing additional comments.

BOARDS AND COMMISSIONS

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

Councilmember Morris reviewed the vacancies and the applications received.

- 7.2. Consideration and possible action regarding recommendations or updates from City Council sub-committees (i.e. HISD, CIP, UDC, Public Safety, Co-Op).

HISD committee has moved to meeting quarterly. Fire Safety committee met with staff of Samsung, Commissioner Boles and candidates for Precinct 4.

- 7.3 Consideration and possible action regarding establishing City Council sub-committees for Capital Improvement Projects and for Fire Safety. (City Council)

There was no action on this item.

PRESENTATIONS AND REPORT ACTION

- 8.1. Presentation and possible action from Endeavor Real Estate Group regarding the proposed Project Sprouts development, including discussion and direction to staff on traffic impacts and potential mitigation measures related to the site's proximity to State Highway 130. (Endeavor)

This item was postponed at the request of the developer.

Councilmember Morris asked for additional information. James Earp, City Manager, provided information on this issue.



CONSSENT ANNUAL REPORTS

- 9.1 Consideration and possible action on Resolution No. R-2026-116 approving supplemental No. 1 in the amount of \$201,872.34 with Johnson, Mirmiran & Thompson, Inc. (JMT) related to the professional engineering services for the Limmer Loop Schematic and plans, specifications and estimates (PS&E)(T47-2025). (Patricia Davis)
- 9.2 Consideration and possible action on Resolution No. R-2026-117 authorizing the City Manager to execute a professional services agreement between the City of Hutto and Lochner in the amount of \$42,500 for organizational consultant services. (Kate Moriarty)
- 9.3 Consideration and possible action on Resolution No. R-2026-118 approving the professional services agreement in the amount of \$31,870 with Scheibe Consulting, LLC related to the professional surveying services for the Justice Center / Police Station (F02-2024). (Patricia Davis)
- 9.4 Consideration and possible action on Resolution No. R-2026-119 approving the professional services agreement in the amount of \$29,985 with Arias and Associates, Inc related to the geotechnical engineering services for the Justice Center / Police Station (F02-2024). (Patricia Davis)
- 9.6 Consideration and possible action on Resolution No. R-2026-121 authorizing the City Manager to execute change order #5 with STR Constructors for no additional cost and 7 additional rain days for improvements to the Fritz Park Phase II project (CIP P02-2023). (Patricia Davis)
- 9.7 Consideration and possible action on Ordinance No. O-2026-020 approving a two-year extension of contract for solid waste and recycling collection services in the City of Hutto, Texas with Al Clawson Disposal, Inc. (Matt Wojnowski)
- 9.11 Consideration and possible action on modifications to the City of Hutto Strategic Plan. (David Amsler)
- 9.12 Consideration and possible action on Ordinance No. O-2026-021 amending the budget for FY 2026 for expenditures of the City of Hutto's General Fund and Economic Development Corporation. (Alberta Barrett)
- 9.13 Consideration and possible action on acceptance of the April 2026 financial report (Alberta Barrett)

- 9.14 Consideration and possible action on approving the following City Council meeting minutes: May 7, 2026 Work Session, May 7, 2026 City Council Meeting and May 13, 2026 Special Meeting. (Laura Hallmark)

Motion by Councilmember Porterfield, second by Councilmember Morris to approve the items submitted on the Consent Agenda as noted above. Motion passed 7:0.

The following items were pulled for individual consideration:

- 9.5 Consideration and possible action on Resolution No. R-2026-120 approving Supplemental Agreement No. 3 to the Professional Services Agreement for Landscape Architecture Services between the City of Hutto and Studio 1619, in the amount of \$19,840, for work related to the Emory Farms Archway project (T11-2023). (Kate Moriarty)

Kate Moriarty, Executive Director of Administrative Services, provided information for this item. Mr. Earp provided additional information.

Motion by Mayor Snyder, second by Councilmember King, to approve the item as presented. Motion passed 7:0.

- 9.8 Consideration and possible action on Resolution No. R-2026-122 authorizing the City Manager to execute an Agreement Regarding the Release of Annexation and Development Agreement by and between the City of Hutto and Barbara Jane Graves. (Sara Cervantes)

Sara Cervantes, Executive Director of Community Services, provided the information for this item.

Motion by Councilmember Morris, second by Councilmember King, to approve the item as presented. Motion passed 7:0.

- 9.9 Consideration and possible action on Resolution No. R-2026-123 authorizing the City Manager to execute an Agreement Regarding the Release of Annexation and Development Agreement by and between the City of Hutto and Jim R. Walker and Darlena Walker. (Sara Cervantes)

Ms. Cervantes provided the information for this item.

Motion by Councilmember Morris, second by Councilmember King, to approve the item as presented. Motion passed 7:0.

- 9.10 Consideration and possible action on Resolution No. R-2026-124 providing for adoption of a written policy authorizing the City to accept applications for primary depository services from eligible financial institutions not doing business within the City limits. (Alberta Barrett)

Alberta Barrett, Finance Director, presented the information for this item.

Motion by Councilmember Morris, second by Councilmember Porterfield, to approve the item as presented. Motion passed 7:0.

FINANCIALS

- 10.1. Consideration and possible action on Ordinance No. O-2026-022 repealing and replacing Chapter 24, Article 24.06, of the Code of Ordinances to update the City's Industrial Waste discharged into the sanitary sewer system and publicly owned treatment works. (Rick Coronado)

David Thomison, Utility Manager, presented the information for this item. Troy Zwerneman, with Brazos River Authority, provided additional information.

Council discussion regarding ensuring compliance.

Motion by Councilmember Porterfield, second by Councilmember King, to approve the item as presented. Motion passed 7:0.

RESOLUTIONS

- 11.1 Consideration and possible action on Resolution No. R-2026-125 approving industrial waste enforcement response guide and response plan for the City of Hutto for administering compliance with Ordinance Article 24.06 "Industrial Waste" discharged into the sewer system and publicly owned treatment works. (Rick Coronado)

Mr. Thomison presented the information for this item.

Motion by Mayor Snyder, second by Councilmember Porterfield, to approve the item as presented. Motion passed 7:0.

CUTTING SESSION

- 12.1 Receive legal advice pursuant to Texas Government Code Sec. 551.071, (Consultation with Attorney), to deliberate and seek legal advice regarding: a) Hutto Parks Association; and b) EDC Infrastructure Improvement Program.

- 12.2 Pursuant to Texas Government Code section 551.071 (Attorney Consultation) and section 551.072 (Real Estate) to deliberate and seek legal advice regarding the acquisition of real property interests located along East Front Street as part of the CR 199 Reconstruction project (CIP T19-2024), including by use of eminent domain, if necessary, Parcel 2.
- 12.3 Pursuant to Texas Government Code Section 551.074, Personnel Matters, hear a complaint or charge against a public officer, Chair of the Planning and Zoning Commission, and deliberate the appointment , employment, evaluation, reassignment, duties, discipline, or dismissal of the public officer.
- 12.4 Receive legal advice pursuant to Texas Government Code Section 551.071 (Consultation with Attorney) and deliberations pursuant to Texas Government Code Sections 551.072, (Real Property); 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: (a) Project Core; (b) Project Cottonwood; (c) Project Lake; (d) Project Robot View; (e) Project Blue Hub, (f) Project Heartbeat; (g) Project Air; (h) Project Orchard; (i) Project Shrine; (j) Project Cold Plate; and (l) Project Dynamite.

In Executive Session at 8:54 PM. Out at 10:22 PM.

■■■ **ACTION REPORT TO CITY COUNCIL SESSION**

- 13.1 Consideration and possible action related to Executive Session agenda items, listed above.

Item 12.1.a: Motion by Mayor Snyder, second by Councilmember Porterfield, to allow the City Attorney to file an amendment to the documents establishing the Hutto Parks Foundation to authorize them to be the non-profit for a special event of the City. Motion passed 7:0.

- 13.2 Consideration and possible action on Resolution No. R-2026-111 authorizing the acquisition of real property interests as part of the CR 199 Reconstruction project (CIP T19-2024), Parcel 2.

Motion by Mayor Snyder, second by Mayor Pro Tem Thornton, to approve the item as presented, authorizing the use of eminent domain. Motion passed 7:0.

■■■ **CITY COUNCIL COMMENTS**

- 14.1 General Comments from City Council

There were no items for this agenda.

14.2 Future Agenda Items

Morris: City Council protocols for Board and Commission application/interview process.

□□□ **A□□OURN□□NT** – 10:26 PM

Mike Snyder, Mayor

ATT□ST:

Laura Hallmark, City Secretary





City of Hutto

Minutes

Joint City Council of Hutto

Economic Development Corporation Special Meeting

Tuesday May 11, 2026 at 6:00 PM

Executive Conference Room – 1000 E. Hutto Oa Street

CAG Session to Order – City Council – 6:00 PM, HEDC – 6:00 PM

Roll Call

2.1. City Council present:

Mayor Mike Snyder

Councilmember Corina I. Zepeda

Mayor Pro Tem Dan Thornton (5:33 PM)

Councilmember Evan Porterfield

Councilmember Aaron King

Councilmember Charles Warner

Councilmember Jim Morris

2.2. HEDC present:

Caitlin Morales, Vice Chair

Evan Porterfield, Board Member

Irma Gonzalez, Secretary/Treasurer

Dan Thornton, Board Member (5:33 PM)

Mike Snyder, Board Member

Jim Morris, Board Member

Public Comment

1. Terrence Owens

2. Shane Acosta

3. Stephen Harris

4. Peter Gordon

5. Jason McKean

Cut Session

- 4.1. Receive legal advice pursuant to Texas Government Code Section 551.071 (Consultation with Attorney) and deliberations pursuant to Texas Government Code Sections 551.072, (Real Property); 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: (a) City of Hutto Fire Station #1; and b) Project Air

In Executive Session at 5:55 PM. Out at 8:01 PM

Action Report to Cut Session

- 5.1. Discuss and consider action on Resolution R-HEDC-2026-034 to approve a contract for land acquisition related to the proposed City of Hutto Fire Station #1. (HEDC)

Motion by Board Member Snyder, second by Board Member Porterfield, to approve the item as presented. Motion passed 6:0.

- 5.2. Discuss and consider action on Resolution R-HEDC-2026-035 to approve a design services contract with PBK for the design of City of Hutto Fire Station #1. (HEDC)

Motion by Board Member Snyder, second by Board Member Porterfield, to approve the item as presented. Motion passed 6:0.

- 5.3. Discuss and consider action on Resolution R-HEDC-2026-036 to approve surveying and geotechnical engineering services related to the design and construction of City of Hutto Fire Station #1. (HEDC)

Motion by Board Member Snyder, second by Board Member Morris, to approve the item as presented. Motion passed 6:0.

- 5.4. Discuss and consider action on Resolution R-HEDC-2026-037 to approve the purchase of real property in support of Project Air. (HEDC)

Motion by Board Member Snyder, second by Board Member Porterfield, to approve the item based on terms discussed in Executive Session. Motion passed 6:0.

- 5.5. Discuss and consider action on Resolution R-HEDC-2026-038 to approve a Fiscal Year 2026 Budget Amendment for the land acquisition, design and engineering services related to the development of City of Hutto Fire Station #1 and the purchase of real property related to Project Air. (HEDC)

Motion by Board Member Porterfield, second by Board Member Thornton, to approve the item as presented. Motion passed 6:0.

- 5.6. Consideration and possible action on Ordinance No. O-2026-023 to approve a budget amendment for the Hutto Economic Development Corporation for land acquisition, design and engineering services related to the development of City of Hutto Fire Station #1 and the purchase of real property related to Project Air. (City Council)

Motion by Mayor Snyder, second by Councilmember Morris, to approve the item as presented, adding a professional services line item for services with City Council authorizing expenditures not to exceed \$35,000. Motion passed 6:1 (Zepeda).

Mike Snyder, Mayor

ATTN:

Laura Hallmark, City Secretary

Irma Gonzalez
HEDC Board Secretary/Treasurer

Caitlin Morales
HEDC Board Vice Chair

AGENDA ITEM REPORT

11.1.



To: City Council
Subject: Consideration and possible action on Ordinance No. O-2026-026 amending Chapter 8 "Business Regulations" of the Code of Ordinances by the addition of Article 8.09 "Short Term Rentals" establishing regulations for short-term rentals. (Nick Angeli)
Meeting: Thursday, June 4, 2026
Department: Finance /
Staff Contact: Nick Angeli

ITEM SUMMARY:

In the Fall of 2025, staff received inquiries from City Council about short-term rental (STR) properties and how the collection of Hotel Occupancy Taxes (HOT) could be standardized. Staff found that ordinances had been adopted by several cities in our Central Texas region requiring STR owners to register with the City to operate. Requiring operators to register allows the City to maintain a record of what properties should be remitting HOT to the City. In benchmarking these ordinances, staff was able to compile a list of options for various requirements that could be placed on STR operators in Hutto.

At the March 5, 2026, Council Work Session, staff presented to Council these options for feedback on what requirements they would like to be included in an ordinance. Following discussion, Council motioned to bring back an ordinance requiring STR operators in City limits as well as the extraterritorial jurisdiction (ETJ) to register with the City to operate. The motion outlined that no fee should be included at this time for an operator to register their STR and no inspection of the property should be required prior to a permit being issued. Staff was to include requirements for neighbor notification as well as signage and brochures, and bring back recommendations for maximum occupancy, parking, revocation of permits, and an appeal process.

An additional question presented to Council was whether they wanted to take action on payments that were due previously but not remitted, or if staff should simply focus on system improvements to ensure greater compliance going forward. Council's response was that if staff was able to generate data on the total amount of unrealized revenue in recent years using software, staff should give that data to Council and they could decide whether to take action at that point. Once staff engages with a software company, this data will be shared with Council.

ORDINANCE CONTENTS

The ordinance that is being considered at this meeting would require STR operators to apply for a permit to operate and, while it does not require an inspection prior to issuance of a permit, it does allow for inspections if there is reasonable cause to believe a violation of City codes has occurred. It requires STR operators to provide informational brochures to renters with pertinent information such

AGENDA ITEM REPORT

11.1.



as restrictions to be aware of as well as emergency contacts.

Neighbor notification will be handled by staff much like zoning changes are, with written notice going out to residential property owners within four hundred (400) feet of the STR receiving a permit. Maximum occupancy will be capped at fifteen (15) adults, which was determined by referencing STR ordinances in other cities. The ordinance provides a ten-day cure period before a permit is revoked, and it allows an STR operator the opportunity to appeal a denial or revocation of a permit within ten (10) business days.

This ordinance does not include parking regulations. There were initially parking regulations that staff had considered, as Council is aware of, but these were ultimately removed due to concerns of enforcement.

This ordinance will not go into effect until October 1, 2026, to align with next fiscal year as well as to provide time for implementation of software and procedures prior to requirements going live.

ADDITIONAL CONSIDERATIONS

Staff would like to confirm with Council that no permit fee is desired to offset the cost of staff sending out neighbor notification.

Additionally, staff is recommending using GovWell for STR permit application and issuance, as this is the software that the City already uses for other development-related permits. The additional module to allow for the permitting of STRs would be \$5,000 annually. Staff is also recommending using software from Deckard Technologies with modules costing \$6,500 and \$6,000 annually, totaling \$12,500. One of the modules would be for identifying STR operators, to ensure compliance with HOT payment as well as permit requirements. The other module would be for an online HOT payment portal, to allow STR operators to remit without mailing in paper checks. This would also make it easier for staff to process and track these payments.

Neither the postage expense nor the software expense are able to be budgeted for within our HOT Fund, so they would both be budgeted for in the General Fund in FY27.

FISCAL NOTES:

At this time, there is no fiscal impact.

ATTACHMENTS:

1. 2026.06.04 STR Ordinance
2. 2026.06.04 STR Clean Code

ORDINANCE NO. 0000000000

AN ORDINANCE AMENDING CHAPTER 8 “BUSINESS REGULATIONS”, OF THE CODE OF ORDINANCES OF THE CITY OF HUTTO, TEXAS, TO ADDITION OF ARTICLE 8.09, “SHORT-TERM RENTALS”; ESTABLISHING REGULATIONS FOR SHORT-TERM RENTALS RETURN PARTS PROVIDED FOR INSPECTIONS NOTED OPERATIONAL REQUIREMENTS NOTED OCCUPANCY TAX COMPLIANCE RELOCATION APPLIES AND PENALTIES PROVIDED FINES OF ACT ENACTED INTO PUBLICATION PROPER NOTICE AND DETERMINATION OF RAISED AND PROVIDED AN EFFECTIVE DATE

WHEREAS the City of Hutto, Texas (the “City”), is a duly constituted home-rule municipality, and, as such, is authorized to enact ordinances; and

WHEREAS the City Council wishes to enact a short-term rental ordinance so that occupants and operators will be made aware of local rules to enhance compliance and public safety; and

WHEREAS the establishment of a short-term rental permit requirement will help protect the health and safety of the City’s residents as well as occupants of short-term rentals; and

WHEREAS requiring the registration of all short-term rental properties will promote transparency and accountability and help ensure compliance with applicable City of Hutto hotel occupancy tax requirements; 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.

NO TERROR OR ANTI TRUST ACT COUNCIL OF THE CITY OF HUTTO TASTAT:

SECTION : 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 Ordinance as if fully set forth herein.

SECTION : Article 8.09, Short-Term Rentals, Sections 8.09.001 to 8.09.14 are hereby added to Chapter 8 "Business Regulations" of the City of Hutto Code of Ordinances, to read and be as follows:

ARTICLE SHORT-TERM RENTALS

Section Definitions As used in this Ordinance, the following words and phrases shall have the following meanings:

- (a) "Bedroom" means a room designed and furnished for sleeping with proper egress.
- (b) "City Manager" means the City Manager of the City of Hutto or designee.
- (c) "Occupant" means any individual staying overnight at the STR.
- (d) "Operator" means any person or entity authorized to manage the STR.
- (e) "Owner" means the legal owner of the STR premises.
- (f) "Premises" means the property, lot, and any structures thereon.
- (g) "Short-Term Rental or (STR)" means the residential structure or portion thereof rented for fewer than 30 consecutive days.
- (h) "Hotel Occupancy Tax or (HOT)" means a tax levied by the City upon the occupant of any room or space furnished by any hotel where such cost of occupancy is at the rate of two dollars (\$2.00) or more per day, such tax to be equal to seven (7) percent of the consideration paid by the occupancy of such room, space, or facility to such hotel, exclusive of other occupancy taxes imposed by other governmental agencies.

Section Permit Requirement A valid Short-Term Rental (STR) permit is required to operate an STR within the corporate limits of the City and within the City's extraterritorial jurisdiction (ETJ).

Section Permit Application All Short-Term Rental properties operating on the effective date of this Ordinance shall submit to the City of Hutto Development Services Department within ninety (90) days, and all other Short-Term Rental properties shall submit before beginning operations, a permit application which must include the following:

- (a) STR physical address;

- (b) Number of STR designated bedrooms and off-street parking spaces;
- (c) Owner's contact information;
- (d) Operator's contact information, if applicable;
- (e) 24-hour local contact person's information.

Sec 10-10-0100 Inspections The City may conduct an inspection of a Short-Term Rental property if there is reasonable cause to believe a violation of City codes, this Ordinance, or other applicable laws has occurred, or in response to complaints regarding the property.

Sec 10-10-0101 Reporting Changes STR Permit holders must report any change in application information within ten (10) days of the change.

Sec 10-10-0102 Nontransferability STR permits are non-transferable and any attempt to transfer voids the permit.

Sec 10-10-0103 Permit Expiration STR Permits expire one year after issuance or upon change in ownership. Renewal applications must be filed at least thirty (30) days before expiration of the STR permit.

Sec 10-10-0104 Informational Brochure STR owners must provide occupants with an informational brochure including the following:

- (a) Local contact person information;
- (b) Occupancy limits;
- (c) Property's parking restrictions, if applicable;
- (d) Property's noise/amplified sound rules, if applicable;
- (e) Trash collection details;
- (f) Emergency and non-emergency numbers;
- (g) Severe weather and disaster instruction.

Sec 10-10-0105 Permit Display The STR permit number must be included in all marketing, advertising, or online listings for the STR property. A copy of the STR permit must be visible within the STR property.

Sec 10-10-0106 Neighbor Notification Upon a preliminary approval of the initial STR permit, the City shall provide written notice to all residential parcels located within four hundred (400) feet of the permitted Short-Term Rental. The notice shall include the following information:

- (a) Address of the short-term rental;
- (b) The short-term rental permit number;
- (c) The name and contact information for the owner, and operator if applicable.

Sec 10.04.01.0100 Maximum Occupancy Under no circumstances shall the total number of adult occupants in a permitted STR exceed fifteen (15) persons at any time.

Sec 10.04.01.0100 Hotel Occupancy Taxes. The owner or operator shall collect and remit Hotel occupancy taxes (HOT) to the City in accordance with applicable City ordinances. HOT returns and payments shall be due and payable quarterly, no later than thirty (30) days after the end of each calendar quarter.

Sec 10.04.01.0100 Revocation Upon written notice and a ten-day cure period, STR permits may be revoked for any of the following reasons:

- (a) Failure to comply with applicable laws;
- (b) Providing false information on a STR application;
- (c) Failure to update required information with the City;
- (d) Failure to pay HOT;
- (e) Repeated substantiated violations of this Ordinance, other City ordinances, or State law;
- (f) Failure to comply with the provisions of this Ordinance.

Sec 10.04.01.0100 Appeals Denials or revocations of an STR permit may be appealed to the City Manager within ten (10) business days of notice of such denial or revocation.

SECTION 10 The City Secretary shall publish this ordinance on the City's website and shall publish the adoption of this ordinance by the City Council in the approved City Council minutes as required by Hutto City Charter Section 3.13.

SECTION 10 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 10 All ordinances and resolutions and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict.

SECTION 10 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 Pursuant to Section 3.13 of the Hutto City Charter, this ordinance is adopted and enacted and shall take effect on October 1, 2026.

PASS **AN** **APPRO** by the CITY COUNCIL of the CITY OF HUTTO, TEXAS, on the 4th day of June, 2026 on a vote of ____ AYES; ____ NAYS; ABSTENTIONS.

(Remainder of page intentionally left blank.)

CITY OF CANTON, OHIO
CITY CLERK

Mike Snyder, Mayor

ATTENTION:

Laura Hallmark, City Secretary

ARTICLE 8.09 SHORT-TERM RENTALS

§ 8.09.001 **Definitions.**

The following words and phrases shall have the following meanings:

Bedroom.

A room designed and furnished for sleeping with proper egress.

City Manager.

The City Manager of the City of Hutto or designee.

Occupant.

Any individual staying overnight at the STR.

Operator.

Any person or entity authorized to manage the STR.

Owner.

Any legal owner of the STR premises.

Premises.

The property, lot, and any structures thereon.

Short-Term Rental or (STR).

The residential structure or portion thereof rented for fewer than 30 consecutive days.

Hotel Occupancy Tax or (HOT).

A tax levied by the City upon the occupant of any room or space furnished by any hotel where such cost of occupancy is at the rate of two dollars (\$2.00) or more per day, such tax to be equal to seven (7) percent of the consideration paid by the occupancy of such room, space, or facility to such hotel, exclusive of other occupancy taxes imposed by other governmental agencies.

§ 8.09.002 **Permit Requirement.**

A valid Short-Term Rental (STR) permit is required to operate an STR within the corporate limits of the City and within the City's extraterritorial jurisdiction (ETJ).

§ 8.09.003 **Permit Application.**

All Short-Term Rental properties operating on the effective date of this Ordinance shall submit to the City of Hutto Development Services Department within ninety (90) days, and all other Short-Term Rental properties shall submit before beginning operations, a permit application which must include the following:

- (1) STR physical address;
- (2) Number of STR designated bedrooms and off-street parking spaces;
- (3) Owner's contact information;
- (4) Operator's contact information, if applicable;
- (5) 24-hour local contact person's information.

§ 8.09.004 Inspections.

The City may conduct an inspection of a Short-Term Rental property if there is reasonable cause to believe a violation of City codes, this Ordinance, or other applicable laws has occurred, or in response to complaints regarding the property.

§ 8.09.005 Reporting Changes.

STR Permit holders must report any change in application information within ten (10) days of the change.

§ 8.09.006 Non-transferability.

STR permits are non-transferable and any attempt to transfer voids the permit.

§ 8.09.007 Permit Expiration.

STR Permits expire one year after issuance or upon change in ownership. Renewal applications must be filed at least thirty (30) days before expiration of the STR permit.

§ 8.09.008 Informational Brochure.

STR owners must provide occupants with an informational brochure including the following:

- (1) Local contact person information;
- (2) Occupancy limits;
- (3) Property's parking restrictions, if applicable;
- (4) Property's noise/amplified sound rules, if applicable;
- (5) Trash collection details;
- (6) Emergency and non-emergency numbers;
- (7) Severe weather and disaster instruction.

§ 8.09.009 Permit Display.

The STR permit number must be included in all marketing, advertising, or online listings for the STR property. A copy of the STR permit must be visible within the STR property.

§ 8.09.010 Neighbor Notification.

Upon a preliminary approval of the initial STR permit, the City shall provide written notice to all residential parcels located within four hundred (400) feet of the permitted Short-Term Rental. The notice shall include the following information:

- (1) Address of the short-term rental;
- (2) The short-term rental permit number;
- (3) The name and contact information for the owner, and operator if applicable.

§ 8.09.011 **Maximum Occupancy.**

Under no circumstances shall the total number of adult occupants in a permitted STR exceed fifteen (15) persons at any time.

§ 8.09.012 **Hotel Occupancy Taxes.**

The owner or operator shall collect and remit Hotel occupancy taxes (HOT) to the City in accordance with applicable City ordinances. HOT returns and payments shall be due and payable quarterly, no later than thirty (30) days after the end of each calendar quarter.

§ 8.09.013 **Revocation.**

Upon written notice and a ten-day cure period, STR permits may be revoked for any of the following reasons:

- (1) Failure to comply with applicable laws;
- (2) Providing false information on a STR application;
- (3) Failure to update required information with the City;
- (4) Failure to pay HOT;
- (5) Repeated substantiated violations of this Ordinance, other City ordinances, or State law;
- (6) Failure to comply with the provisions of this Ordinance.

§ 8.09.014 **Appeals.**

Denials or revocations of an STR permit may be appealed to the City Manager within ten (10) business days of notice of such denial or revocation.

AGENDA ITEM REPORT

12.1.



To: City Council
Subject: Discussion and possible action in consideration of purchasing a mural created at Mural Fest in the amount of \$15,000, using Hotel Occupancy Tax funds. (Hutto Arts Today - Elizabeth Bonura)
Meeting: Thursday, June 4, 2026
Department: Community Services & Culture /
Staff Contact: Kristi Barnes, Sara Cervantes

ITEM SUMMARY:

Hutto Arts Today ("HAT"), through an application for reimbursement funding from the Hotel Occupancy Tax ("HOT Funds"), hosted a mural festival in conjunction with the City of Hutto's Community Connections Fair and Sunset Block Party Bash on Friday, May 22, 2026. This festival resulted, among other works of art, in a large scale mural by artist Floyd Mendoza that is currently assembled and displayed on the west side of the Gin Building.

HAT is requesting Council consider the purchase and permanent mounting of the mural within the City. As presented in the attached letter dated May 24, 2026, HAT is requesting the City utilize fifteen thousand dollars (\$15,000.00) in HOT Funds to purchase the mural and support its permanent placement.

It should be noted that HOT Funds may only be utilized on a reimbursement basis and in accordance with the application for which the funds were applied.

FISCAL NOTES:

FISCAL NOTES

HAT is seeking fifteen thousand dollars (\$15,000.00) for the purchase of the specific mural indicated in the attached letter.

ATTACHMENTS:

1. HAT-City Manager Letter_05.24.2026



May 24, 2026

City Manager James Earp
City of Hutto
500 W. Live Oak Street
Hutto, TX 78634

RE: Proposal for Permanent Placement of the Floyd Mendoza “Hutto” Mural

Dear City Manager Earp,

Now that the Hutto Mural Fest has concluded, I wanted to formally share an exciting opportunity that emerged from the event.



The Floyd Mendoza “Hutto” mural generated significant community excitement and engagement during the festival and has already become a recognizable visual landmark within the Co-Op District. Because the mural is currently in place at The Gin, this presents a unique opportunity for the City of Hutto to permanently acquire the artwork and keep it in its current location rather than dismantling and relocating it elsewhere.

On behalf of Hutto Arts Today, I would like to propose that the City consider using the remaining unused HOT funds previously approved for the Hutto Mural Fest to purchase the mural for \$15,000 and support its permanent placement.

This proposal aligns closely with the original intent of the HOT funding request by:

- Supporting arts-driven tourism and cultural placemaking
- Creating a lasting public art destination in Hutto
- Enhancing the Co-Op District as a vibrant community gathering space
- Building upon the momentum and visibility generated through the Hutto Mural Fest



One of the greatest advantages of this proposal is that the mural is already temporarily placed onsite, allowing the City the opportunity to preserve the mural in its intended presentation without the need to dismantle and relocate the structure.

As Hutto continues to grow, public art plays an important role in shaping the identity and experience of the city. This mural has the potential to become a recognizable landmark that reflects Hutto's creativity, momentum, and investment in community culture.

In addition, Floyd Mendoza (DOZA) is a highly recognized Texas mural artist whose work has gained attention throughout the region and beyond. Having an original mural created specifically for Hutto by an artist of his caliber adds long-term cultural and visual value to the city while helping position Hutto as a community that actively supports meaningful public art.



Hutto Arts Today would like to keep the mural in its current placement until City Council has the opportunity to vote on the proposal. If the City ultimately decides not to move forward with the purchase, Hutto Arts Today is considering offering the mural for auction to help support future arts programming and initiatives.

Because the mural's future placement will require planning and coordination, we would appreciate moving forward with a decision as soon as possible.

Thank you again for your continued support of the arts in Hutto and for helping make the Hutto Mural Fest possible. We appreciate your consideration and look forward to discussing this opportunity further.

Sincerely,

Elizabeth Bonura

Elizabeth Bonura
President, Hutto Arts Today