City of Hutto

Agenda

City Council Meeting

Thursday, August 6, 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 August 6, 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. Discussion and possible action regarding a request for Boards & Commissions training dollars for a member of the Planning & Zoning Commission. (Howard Koontz)
8. **PRESENTATIONS**

   8.1. Capital Improvement Projects (CIP) Updates and Presentations (Kate Moriarty)

   8.2. Annual Update from Williamson County & Cities Health District (Executive Director, WCCHD, Amber Erickson, DrPH, MPH)
9. **PUBLIC HEARINGS AND RELATED ACTION**

   9.1. Conduct a public hearing and possible action on Ordinance No. O-2026-033 approving Amendment #2 to Stromberg PUD to allow flexibility between residential and industrial uses. (Howard Koontz)
10. **CONSENT AGENDA ITEMS**

    10.1. Consideration and possible action on Resolution No. R-2026-157 authorizing the City Manager to execute a change order #2 with Liberty Civil Construction, LLC for an additional cost of $103,476.87 and 36 additional days for the modifications to the Legends of Hutto Drainage Improvements Phase I project (CIP D01-2024). (Kate Moriarty)

10.2. Consideration and possible action on Resolution No. R-2026-158 authorizing the City Manager to execute change order #3 with Liberty Civil Construction, LLC for $152,512.48 additional cost and 149 additional days for the modifications and improvements to the Legends of Hutto Drainage Improvements Phase I project (CIP D01-2024). (Kate Moriarty)

10.3. Consideration and possible action on Resolution No. R-2026-159 authorizing the City Manager to execute a change order package with Elecnor Belco Electric Inc. for $32,903.21 additional cost and 223 additional days for the improvements to the Innovation and Limmer Loop Capital Improvement project (CIP T13-2024). (Kate Moriarty)

10.4. Consideration and possible action on Resolution No. R-2026-160 to approve an Economic Development Incentive Agreement by and between the City of Hutto and Marci H. Wagner for Project 609 in alignment with the Historic Downtown Incentive Program to support and encourage redevelopment and investment in properties located in Hutto's Historic District. (Cheney Gamboa)

10.5. Consideration and possible action on Resolution No. R-2026-161 to approve an Economic Development Incentive Agreement by Price Howell, Tara Howell, Lacie Easley, and between the City of Hutto for Project 611 in alignment with the Historic Downtown Incentive Program to support and encourage redevelopment and investment in properties located in Hutto's Historic District. (Cheney Gamboa)

10.6. Consideration and possible action on Ordinance No. O-2026-034 amending the FY 2026 budget for expenditures of the City's General Fund and Economic Development Corporation. (Alberta Barrett)

10.7. Consideration and possible action on Ordinance No. O-2026-035 correcting ordinance No. O-2026-007 to rectify an administrative error and properly associate the attachments describing more fully the property, on behalf of the project known as the Opus Development. (Howard Koontz)

10.8. Consideration and possible action on Resolution No. R-2026-151, authorizing the City Manager to execute the First Amendment to the 2026 Facilities Utilization Agreement between the City of Hutto and the Hutto Youth Baseball Softball Association (HYBSA). (Jeff White)

10.9. Consideration and possible action on Resolution No. R-2026-162 to approve Amended and Restated Bylaws of the TIRZ Board No.3 to reduce the quorum to three board members being present. (Legal)

10.10. Consideration and possible action on Resolution No. R-2026-163 authorizing the City Manager to execute an Artist Ownership and Limited Use Agreement with Charlene Martindale for the design and creation of 150th City Anniversary commemorative coins. (James Earp)

10.11. Consideration and possible action on acceptance of the investment report for the period ending June 30, 2026 (Alberta Barrett)

10.12. Consideration and possible action on approving the following City Council meeting minutes: July 16, 2026 Work Session and July 16, 2026 Meeting. (Laura Hallmark)

11. ORDINANCES

11.1. Consideration and possible action on Ordinance No. O-2026-036 ordering a Special Election for November 3, 2026, to amend the Home Rule Charter of the City of Hutto, Texas; designate the propositions and manner of holding such election; and provide for the posting and publication of notice. (Laura Hallmark)

12. OTHER BUSINESS

12.1. Discussion and possible action regarding the use of City-owned facilities for Early Voting for the November 3, 2026 election. (Councilmember King)

12.2. Discussion and possible action regarding helping residents who have to move their mailboxes after the one-way street change downtown. (Councilmember Thornton)

12.3. Discussion and possible action regarding public concerns about CR 137 and 1660S construction project and upcoming start of school; including Brooklands road project. (Councilmember Morris)

12.4. Discussion and possible action regarding modifying Hutto Economic Development Corporation and City of Hutto bidding contract process to include local contractors. (Councilmember Morris)

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) Adam Orgain Restroom Project Defects (CIP P19-2024, IFB No. 2025-060-JW-02); b) Agreement for Preliminary Engineering Services and Submittal of Exhibit "A: for Railroad Approval with Union Pacific Railroad Company; c) Sales Tax Sharing Interlocal Agreements and proposed Interlocal Agreement for Fire Services with the Williamson County Emergency Services District # 3.

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 Blue Hub; (c) Project Crawford; (d) Project Air; (e) Project Orchard; (f) Project Hulk; (g) Proposed City of Hutto Fire Station #1, Fire Apparatus Consultant Agreement and Fire Services; and (h) Project 107 East St.

14. ACTION RELATIVE TO EXECUTIVE SESSION

14.1. Consideration and possible action related to Executive Session agenda items, listed above.

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 August 6, 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 July 31, 2026 before 5:30 P.M.

Laura Hallmark

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:	Discussion and possible action regarding a request for Boards & Commissions training dollars for a member of the Planning & Zoning Commission. (Howard Koontz)
Meeting:	Thursday, August 6, 2026
Department:	Development Services /
Staff Contact:	Howard Koontz

ITEM SUMMARY:

A member of the Planning & Zoning Commission has requested funds to attend the American Planning Association Texas Chapter State Planning Conference. The event will be held October 14-16, 2026 in Irving, Texas. Here is the link to the event: https://web.cvent.com/event/e96ce49b-110c-4c3e-a1b0-e82e4f1434da/summary. At this time, there is no program information other than a schedule. Speakers and presentations have yet to be finalized.

Brandon DeLeon is seeking approval of funds in order to register.

The amount being requested is $1,238 (registration and room).

FISCAL NOTES:

Funds are available in the City Council budget for the various Boards and Commissions.

ATTACHMENTS:

None

Williamson County and Cities Health District

Your Local Health Department

www.wcchd.org

A Local System Serving Local Needs

- Williamson County and Cities Health District has provided public health services to Williamson County since 1943.
- Our Public Health Centers and offices are located in Cedar Park, Georgetown, Round Rock, and Taylor.
- Governed by a Board of Health, made up of city staff representing Cedar Park, Georgetown, Hutto, Leander, Liberty Hill, Round Rock, and Taylor and Williamson County staff.
- Accredited by the Public Health Accreditation Board.

WCCHD Funders

TXHHSC 16%

TXDSHS 13%

Williamson County Commisioners Court 35%

CITY COUNCIL

Member Cities 10%

Interest Income 2%

Reserve Fund 11%

Env. Health Fees 10%

Prog. Fees & Claims 2%

The percentages on this slide only reflect the amount of direct operating funds in the approved FY26 Budget - September 2025

TOP 3 PRIORITIES IN OUR STRATEGIC PLAN

Our new strategic plan is built around three core focus areas designed to strengthen our organization, serve our community, and drive innovation in public health delivery.

Workforce Capacity and Development

Chief Health Strategist for the Community

Maintain Public Health Service Excellence and Strive for Innovation

Preventing Disease

- Immunizations across the lifespan
- Tuberculosis case management and prevention
- HIV/STI testing, treatment linkage, and partner services
- Community -based screening and outreach

2,146
Immunization Services

664
Women's Health Visits

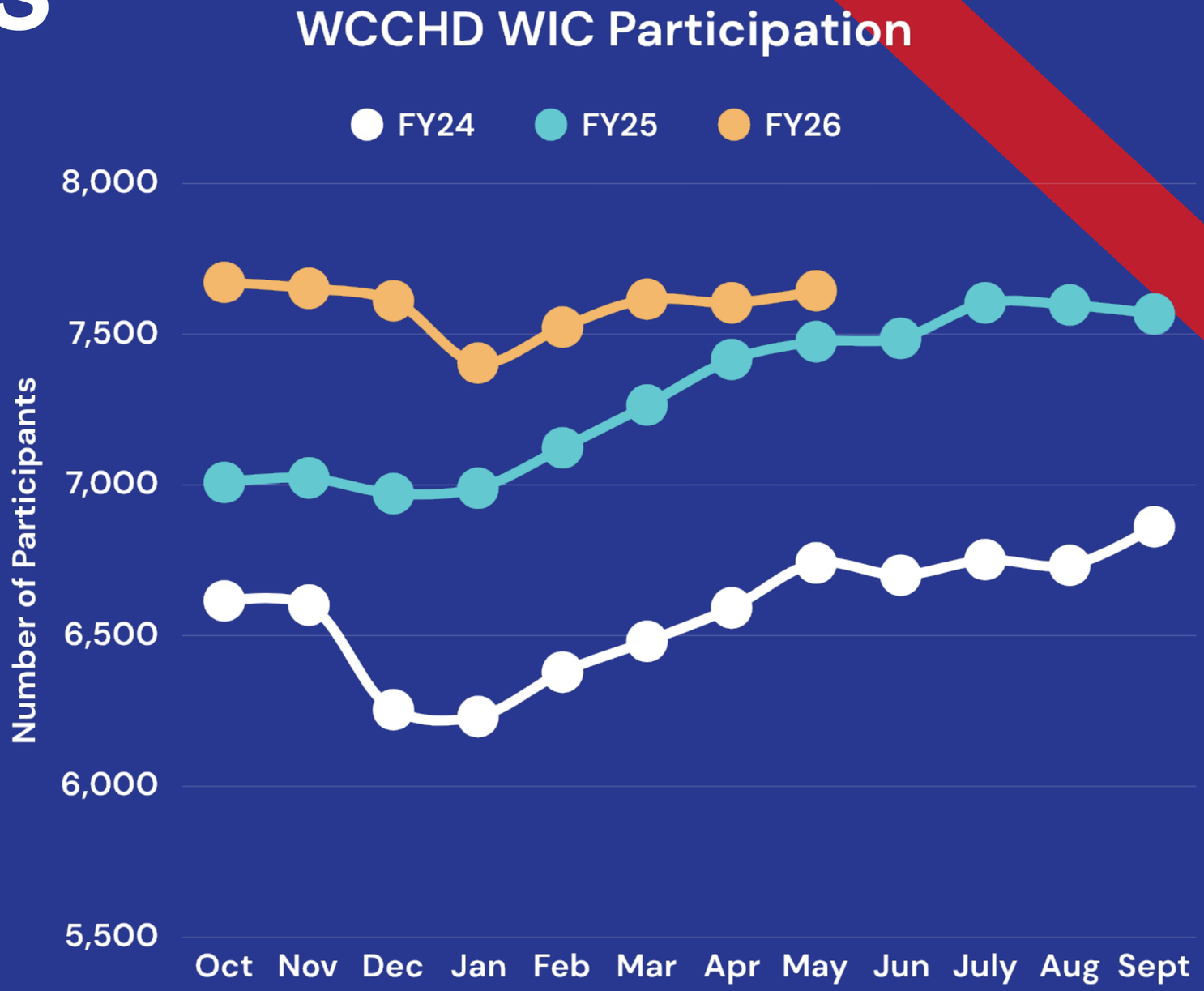
29
TB Cases Managed

309
TB Contacts Tested

*All Data Points are for FY25, January-September 2025, except for TB which is for Calendar Year 2025

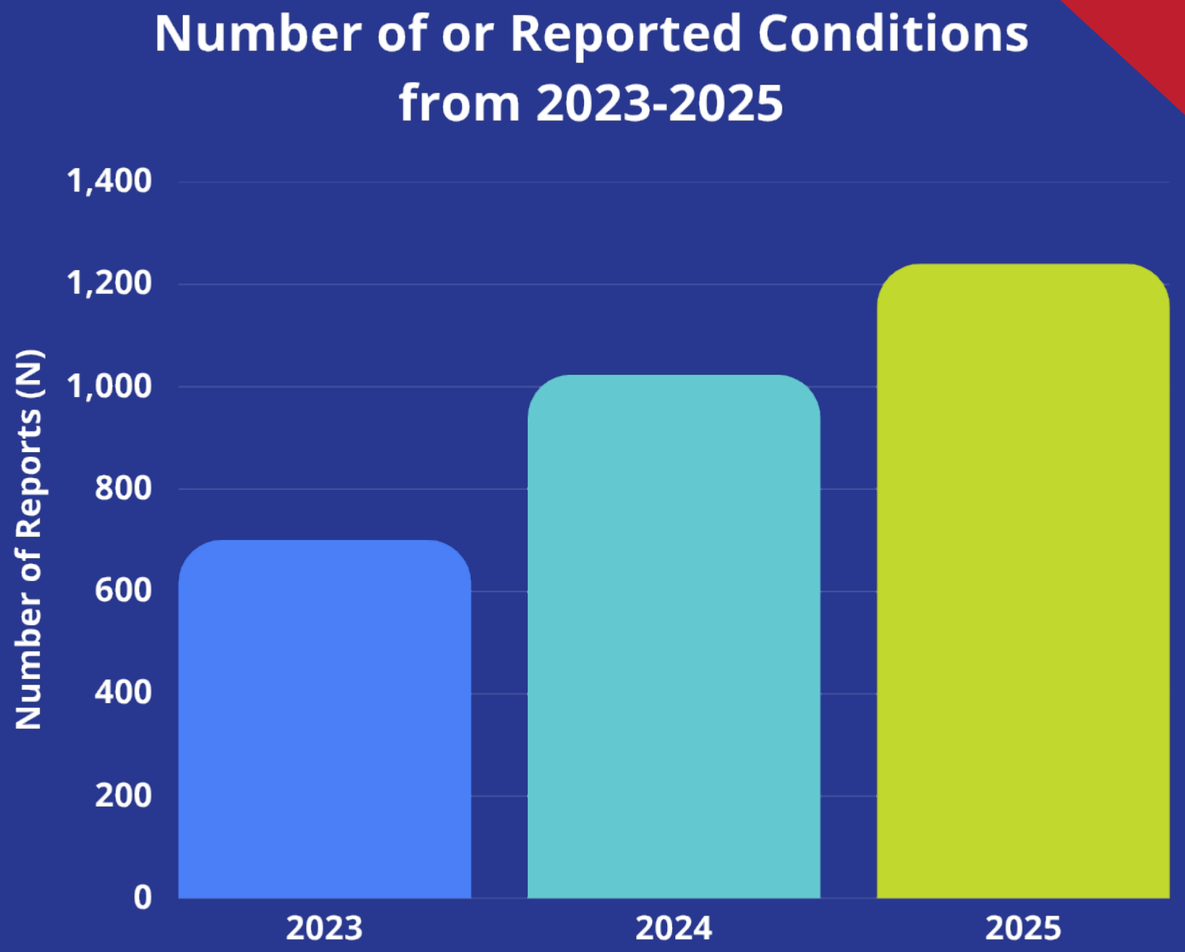
WIC Services

- Nutrition Support
- Breastfeeding Education
- Food Benefits
- Referrals to Resources



Emergency Preparedness & Response

- Disease outbreak investigation and containment
- Emergency preparedness planning and exercises
- Coordination with response partners



*Data Points are for Calendar Year 2025

Environmental Health & Community Safety

Food Establishment Inspections

Vector Surveillance & Control

3,194
Businesses Inspected

3,586
Permits Issued

709
Mosquito Traps

980
Mosquito Pools

Mobile Food Vending Law Change

Effective July 1, 2026, Texas is implementing a new statewide health licensing framework for mobile food vendors. This legislation transfers the application and health licensing functions to the State level, creating uniform standards across Texas while streamlining the compliance process for vendors operating in multiple jurisdictions.

WCCHD's Role

- Assist DSHS with local inspections, mobile food vendor complaints, and foodborne illness investigations
- All Non-mobile food establishment permitting and inspections remain under WCCHD's jurisdiction

City of Hutto's Role

- Zoning and Fire Access
- Parking and Property Permission
- Public Safety

Strengthening Systems & Access

Indigent Care Clients

Applications: 358

Enrolled: 175

Cancer Screening Services

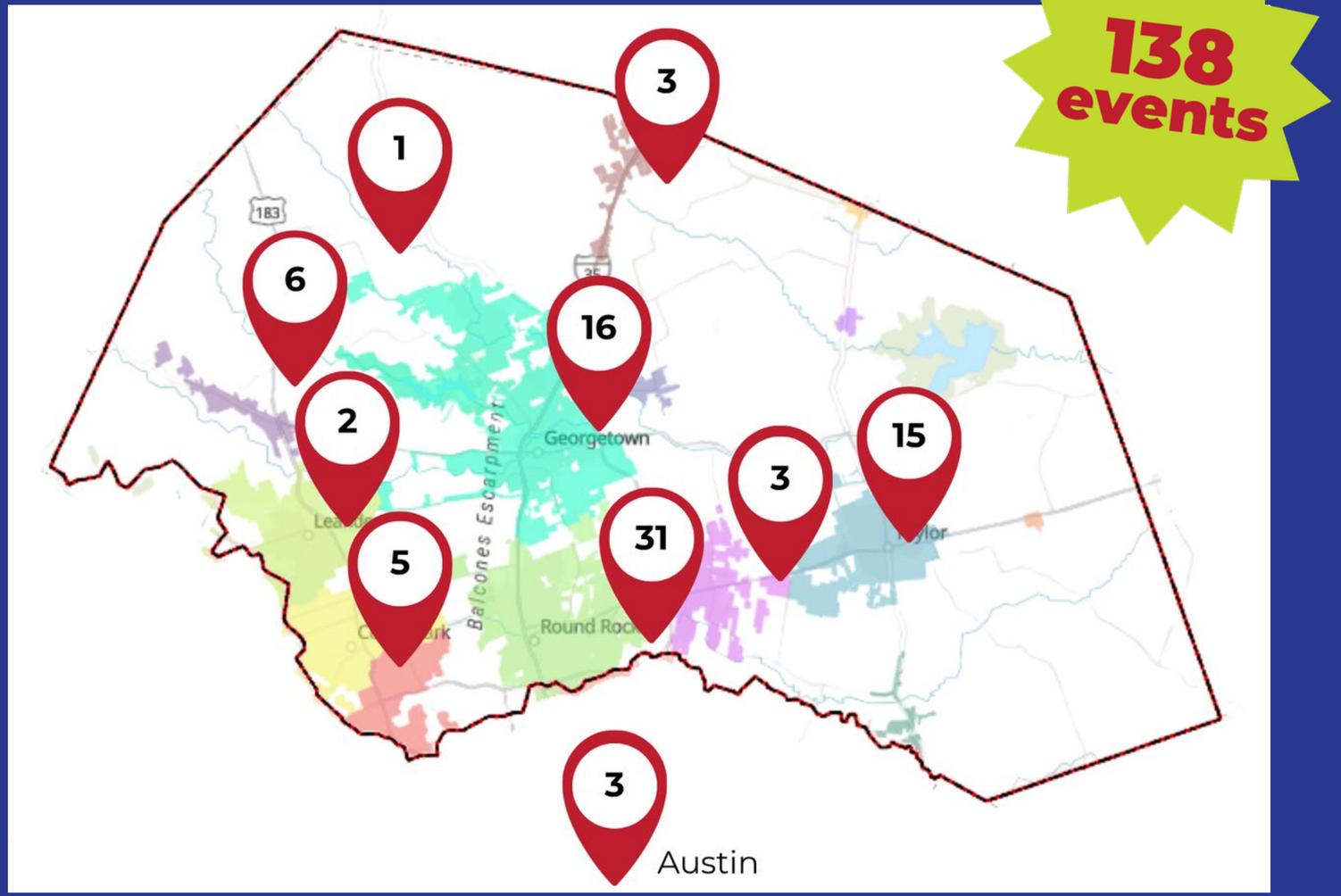
Breast Cancer: 113

Colon Cancer: 7

Prostate Cancer: 78

- Linkage to Care & Navigation
- Benefits Enrollment

Community Outreach



Healthy Williamson County Coalition

3 Action Groups

- Access to Health Care
- Chronic Disease Prevention
- Mental Health and Wellbeing

SPOTIFY

Youtube

PUBLIC HEALTH IS...

WCCHD

A LOCAL PUBLIC HEALTH PODCAST

Available on Spotify and Apple Podcasts!

And NOW on Youtube!

APPLE

PUBLIC HEALTH = STRONGER COMMUNITIES

Amber Erickson, DrPH, MPH
Executive Director
amber.erickson@wilcotx.gov
512-248-3220
www.wcchd.org

Healthier residents

Safer environments

Faster response to threats

AGENDA ITEM REPORT
9.1.

To:	City Council
Subject:	Conduct a public hearing and possible action on Ordinance No. O-2026-033 approving Amendment #2 to Stromberg PUD to allow flexibility between residential and industrial uses. (Howard Koontz)
Meeting:	Thursday, August 6, 2026
Department:	Development Services /
Staff Contact:	Howard Koontz

ITEM SUMMARY:

The Stromberg subdivision consists of approximately 372.137-acres located in Williamson County within the Hutto city limits. The property lies between CR 132 to the north and the future East WilCo Highway to the south, approximately one mile west of FM 3349.

The original Planned Unit Development (PUD) for the property was presented to the Planning and Zoning Commission on July 2, 2024 and approved in its entirety. City Council approved the PUD on August 15, 2024 as Ordinance No. O-2024-039; however, during Council deliberation, only Scenario 2, a development pattern consisting of approximately a 50/50 mix of residential uses and light industrial, was formally approved.

In October 2025, the applicant submitted a PUD amendment in connection with negotiations involving a Public Improvement District (PID). This amendment sought approval of a different plan, Scenario 1, commonly referred to as the “90/10 option,” consisting of 90% residential uses and 10% non-residential uses. This amendment was approved by the City Council on November 6, 2025.

The current amendment request is in response to increased market demand for industrial development in the region. The applicant seeks to restore flexibility originally discussed with staff and the Planning Director in 2024 during the initial PUD process. Specifically, the ability to transition between any ratio of residential and industrial land uses without requiring additional FLUM amendments.

At their regular July meeting, the Planning and Zoning Commission heard a staff presentation related to the application, and held the state-mandated Public Hearing related to the proposed zoning change. Discussion was had amongst the commission members themselves, and questions were answered by the applicant. Following the discourse, the commission recommended against approval of the proposal by a vote of 4-2 (DeLeon and Hall dissent).

FISCAL NOTES:

• Scenario 1 (90/10 Residential): Higher long-term service costs (public safety, parks, roadway maintenance) and lower net fiscal return per acre.

• Scenario 2 (50/50 Mix): Balanced fiscal profile with diversified land uses.
• Scenario 3 (Full Industrial): Highest net positive fiscal impact due to lower service costs and higher commercial tax base.

ATTACHMENTS:

1. Hutto ORD Stromberg PUD 2nd Amend 7.27.26
2. Init(6-8-26)-Stromberg Engineers Summary & Intent - PUD Amendment #2
3. Init(6-8-26)-Stromberg ALTA
4. Stromberg_PUD_Amendment_2_Exisiting_Future_Land_Use_Map
5. Stromberg_PUD_Amendment_2_Zoning_Map
6. Init(6-8-26)-PUD Document_REV 2026-05-28_redline
7. Init(6-8-26)-PUD Document_REV 2026-05-28_clean
8. Stromberg_PUD_Proposed_Future_Land_Use_Scenario_1
9. Stromberg_PUD_Proposed_Future_Land_Use_Scenario_2
10. Stromberg_PUD_Proposed_Future_Land_Use_Scenario_3
11. Init(6-8-26)-Rector Email RE TIA_SER
12. Init(6-8-26)-WW SER_20250422
13. Init(6-8-26)-Parkland LOI_202401041219474332
14. Init(6-8-26)-Adjacent Property Owner Exhibit
15. Concern (Espino #1)
16. Object (Espino #2)

ORDINANCE NO. O-2026-XXX

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS ADOPTING THE SECOND AMENDMENT TO THE STROMBERG PLANNED UNIT DEVELOPMENT (PUD) ZONING ORDINANCE ADOPTED BY ORDINANCE NO. O-2025-047, BY REPLACING THE FIRST AMENDED DEVELOPMENT PLAN WITH THE REVISED PLAN LABELED AS EXHIBIT "B" AND ATTACHED HERETO, FOR 372.121 ACRES, MORE OR LESS, OF LAND IN HUTTO, WILLIAMSON COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, PENALTY CLAUSE AND EFFECTIVE DATE.

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

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed second amendment on the 7th day of July 2026; and

WHEREAS, on the 6th day of August, 2026, after proper notification, the City Council held a public hearing on the requested second amendment; and

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

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

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

SECTION 1. That the City Council has considered and made findings on the following matters regarding the proposed second amendment to Ordinance No. 2025-047:

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 Stromberg Planned Unit Development (PUD) is hereby amended for the property described in the **Exhibit "A"**, attached hereto and incorporated herein, by replacing the Development Plan with the revised Development Plan attached hereto as **Exhibit "B"** and incorporated herein. All other provisions of Ordinance No. 2025-047 and the First Amendment not modified by this Ordinance shall remain in full force and effect.

SECTION II. Publication Clause

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

SECTION III. Severability Clause

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

SECTION IV. Repealing Clause

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

SECTION V. Open Meeting Clause

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

SECTION VI. Effective Date

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

PASSED and **ADOPTED** on by the CITY COUCNIL of the CITY OF HUTTO on, the 6th of August, 2026, on a vote of ____ AYES; ____ NAYS**,** and ____ ABSTENTIONS.

CITY OF HUTTO, TEXAS:

_____
Mike Snyder, Mayor

ATTEST:

_____
Laura Hallmark, City Secretary

EXHIBIT “A”

Legal Description of property

EXHIBIT “B”
Revised Development Plan

June 8, 2026

City of Hutto Development Services
500 W. Live Oak Street
Hutto, Texas 78634

Re: Stromberg – Engineer's Summary Letter & Statement of Intent

Gray Engineering, Inc. dba Gray Civil, Inc (Gray) is pleased to submit the attached Planned Unit Development amendment application for the proposed Stromberg subdivision. The subject property is in Williamson County and the City of Hutto city limits. This site is bounded by CR 132 to the north and the future East WilCo Highway to the south, approximately one mile west of FM 3349.

The Stromberg subdivision proposes a mix of traditional single family residential lots, townhomes, multifamily, commercial (Scenario 1) and optionality for light industrial in lieu of single family residential (Scenario 1). The PUD was presented to the Planning and Zoning Commission on July 2, 2024 and approved in its entirety. The PUD was approved August 15, 2024 as Ordinance No. O-2024-039 by City Council. However, by discussion and motion of Council, only Scenario 2 as presented in the PUD was approved. This scenario presents roughly a 50/50 mix of residential uses and light industrial.

In October 2025, due to negotiations involving a PID application, a PUD amendment application was submitted to have Scenario 1 approved. In discussions with staff this option has been referred to as the 90/10 option since it presents 90% residential to 10% non-residential uses. The PUD amendment was approved at City Council on November 6, 2025.

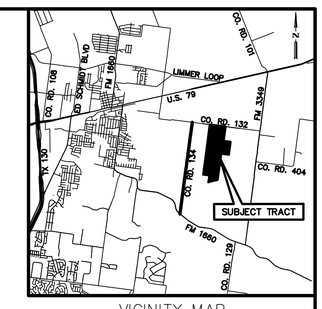
Due to increased demand in the area for industrial development, it is the intent of this amendment application to approve the optionality for Scenario 1 and Scenario 2, as well as add optionality for a Scenario 3 which presents a full industrial option.

Feel free to contact me with any questions at 512-757-4111 or kharris@gray-civil.com.

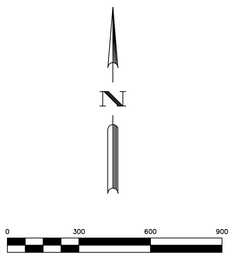
Sincerely,

Kristal L. Harris

Kristal L. Harris, P.E.
Entitlements Manager



VICINITY MAP
NOT TO SCALE



EDWARD RYAN SURVEY, ABSTRACT NO. 542

JACOB H. FREDENBURGH SURVEY, ABSTRACT NO. 237

THOMAS GREEN SURVEY, ABSTRACT NO. 740

JOHN KUYKENDALL SURVEY, ABSTRACT NO. 378

JAMES HICKMAN SURVEY, ABSTRACT NO. 291

MASSILLON FARLEY SURVEY, ABSTRACT NO. 238

CHARLES J. GERLACH SURVEY, ABSTRACT NO. 260

POINT OF BEGINNING

APPROXIMATE SURVEY LINE

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

CUT 6" DIAM. OAK TREE

PAVEMENT WIDTH=18.8'

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

"RJ"

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

"MBC"

S 82°28'37" E 942.94'

3/4"

10w 40' PERMANENT PIPELINE EASEMENT DOC. NO. 2023100739 O.P.R.W.C

10w 35' TEMPORARY WORKSPACE EASEMENT DOC. NO. 2023100739 O.P.R.W.C

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

"(2)-36" CMP

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

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

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

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

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

SEE DETAIL "C"

(4)-24" CMP

"RJ"

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

"RJ" F.P.

DETAIL "C"
NOT TO SCALE

APPROXIMATE SURVEY LINE

(N 07°17'31" E 4,572.70')
N 07°17'27" E 4,573.18'

WINDMILL & WATER WELL

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

APPROXIMATE SURVEY LINE

4 V.P.

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

372.137 ACRES
WMV HUTTO 390 DE, LLC
REMAINDER OF A CALLED 389.542 ACRES
DOC. NO. 2022029057
O.P.R.W.C.

10d & 10v 15'X15' GRAVE YARD VOL. 102, PG. 307 D.R.W.C. PUNDT CEMETERY DOC. NO. 2024051390 O.P.R.W.C.

"MBC"

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

GRAVE

"PUNDT CEMETERY SIGN"

"RJ"

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

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

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

APPROXIMATE SURVEY LINE

JAMES HICKMAN SURVEY, A-291 / MASSILLON FARLEY SURVEY, A-238

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

3/4"

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

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

"5781"

0.43'

329.57'
METAL FENCE

(N 07°59'31" E 2,138.06')
N 07°55'35" E 2,152.98'

0.25'

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

(N 07°59'31" E 610.16')
N 07°55'35" E 610.16'

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

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

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

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

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

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

[542.42']
542.45'

SEE DETAIL "B"

((26.73'))
26.87'

SEE DETAIL "A"

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

BRIEANNA MONIQUE FERNANDEZ
CALLED 2.100 AC.
DOC. NO. 2021147578
O.P.R.W.C.

GABRIEL M. & MIRNA ESPINO
CALLED 7.100 AC.
DOC. NO. 20180677702
O.P.R.W.C.

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

2.46

N 07°57'02" E 914.17'

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

SEE DETAIL "D"

542.61'

(N 07°49'27" E 1,328.44')
N 07°57'02" E 1,331.28'

S 76°28'25" W
<559.65'>
S 76°28'25" W 559.65'

L1 L2 L3 L4 L5 C1 C2

ROAD WAY UNDER CONSTRUCTION
SOUTHEAST LOOP
(R.O.W. VARIES)
WILLIAMSON COUNTY, TEXAS
CALLED 13.433 AC.
SOUTHEAST LOOP (SEGMENT 2) RIGHT OF WAY
DOC. NO. 2023021130
O.P.R.W.C.

WILLIAMSON COUNTY, TEXAS
POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES
CALLED 12.060 AC.
DOC. NO. 2023001805
O.P.R.W.C.

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

(N 07°49'27" E 1,328.44')
N 07°57'02" E 1,331.28'

S 07°55'28" W 868.13'

WILLIAMSON COUNTY, TEXAS
CALLED 26.005 AC.
DOC. NO. 2023106232
O.P.R.W.C.

(N 07°57'02" W 417.11')
S 07°57'02" W 417.11'

"AS"

N 82°41'41" W 346.39'
(N 82°52'33" W 346.39')

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

"RJ"

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

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

APPROXIMATE SURVEY LINE

S 07°55'26" W 3,532.21'

S 07°55'26" W 4,400.34'
[S 07°55'25" W 4,399.99']

"RJ"

PIPELINE SIGN NATURAL GAS
PIPELINE SIGN CRUDE OIL

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

APPROXIMATE SURVEY LINE

"W.C."

L1

N 67°38'46" E 1.38'

DETAIL "B"
NOT TO SCALE

N 07°57'35" E 2,152.98'

26.87'

"AS"

N 01°57'48" W 14.77'

N 83°21'15" E 830.88'

DETAIL "A"
NOT TO SCALE

N 83°21'15" E 830.88'

S 65°55'58" W 3.34'

"AS"

N 07°57'02" E 1,331.28'

METES AND BOUNDS DESCRIPTION

FIELD NOTES FOR A 372.137 ACRE TRACT OF LAND OUT OF THE JOHN KUYKENDALL SURVEY, ABSTRACT NO. 378 AND THE MASSILLON FARLEY SURVEY, ABSTRACT NO. 238, WILLIAMSON COUNTY, TEXAS; BEING THE REMAINDER OF A CALLED 389.542 ACRE TRACT OF LAND AS CONVEYED TO WMV HUTTO 390 DE, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2022029057 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 372.137 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a chiseled "X" in concrete found on the south right-of-way line of County Road 132 (variable width right-of-way) at the northeast corner of a called 84.5145-acre tract of land as conveyed to Doyle E. Hobbs, Jr. by Correction Deed of Partition recorded in Volume 2189, Page 889 of the Official Records of Williamson County, Texas, at the northwest corner of the above described WMV Hutto 390 DE tract, for the northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, with the south right-of-way line of said County Road 132 and north line of said WMV Hutto 390 DE tract, S 82°45'42" E a distance of 1,227.06 feet to a 1/2-inch iron rod with cap stamped "RJ SURVEYING" found for angle point;

THENCE, continuing with the south right-of-way line of said County Road 132 and with the north line of said WMV Hutto 390 DE tract, S 82°30'03" E a distance of 898.10 feet to a 1/2-inch iron rod with cap stamped "MBC ENGINEERS" found at the northeast corner of said WMV Hutto 390 DE tract, at the northwest corner of a called 41.2-acre tract of land as conveyed to Cynthia Krueger by Executor's Deed recorded in Document Number 2015046325 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, from which a 3/4-inch pipe found on the south right-of-way line of said County Road 132, at the northeast corner of said Cynthia Krueger 41.2-acre tract, at the northwest corner of a called 36.13-acre tract of land as conveyed to Morris Wayne Krueger and Michael Ray Krueger by Deed of Gift recorded in Volume 656, Page 142 of the Official Records of Williamson County, Texas, bears S 82°28'37" E a distance of 942.94 feet;

THENCE, leaving the south right-of-way line of said County Road 132, with the east line of said WMV Hutto 390 DE tract, S 07°55'23" W a distance of 1,924.48 feet to a 1/2-inch iron rod with cap stamped "RJ SURVEYING" found at an interior corner of said WMV Hutto 390 DE tract, at the southwest corner of said Cynthia Krueger 41.2-acre tract, for an interior corner on the east line of the herein described tract;
THENCE, with a north line of said WMV Hutto 390 DE tract, S 82°03'08" E a distance of 943.55 feet to a 1/2-inch iron rod with cap stamped "RJ SURVEYING" found on the west line of said Morris Wayne Krueger and Michael Ray Krueger 36.13-acre tract, at the southeast corner of said Cynthia Krueger 41.2-acre tract, an exterior corner of said WMV Hutto 390 DE tract, for an exterior corner on the east line of the herein described tract;

THENCE, with the east line of said WMV Hutto 390 DE tract, S 07°55'58" W a distance of 1,716.50 feet to a 1/2-inch iron rod with cap stamped "RJ SURVEYING" found on the west line of a called 150.69-acre tract of land as conveyed to Morris Wayne Krueger and Michael Ray Krueger by Warranty Deed with Vendor's Lien recorded in Volume 1066, Page 457 of the Official Records of Williamson County, Texas, at an exterior corner of said WMV Hutto 390 DE tract, at the northeast corner of a called 50.00-acre tract of land described in Volume 1993, Page 161 of the Official Records of Williamson County, Texas, as conveyed to William Thompson et al. by Warranty Deed recorded in Document Number 2006032228 of the Official Public Records of Williamson County, Texas, for an exterior corner on the east line of the herein described tract;

THENCE, with a south line of said WMV Hutto 390 DE tract, N 82°04'58" W a distance of 1,025.09 feet to a 1/2-inch iron rod with cap "MBC ENGINEERS" found at an interior corner of said WMV Hutto 390 DE tract, at the northwest corner of said James L. Jarvis 50.00-acre tract, for an interior corner on the east line of the herein described tract;

THENCE, with the east line of said WMV Hutto 390 DE tract, S 07°55'26" W a distance of 3,532.21 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the north right-of-way line of Southeast Loop (right-of-way, varies) as conveyed to Williamson County, Texas by Deed (Southeast Loop (Segment 2) Right of Way) as recorded in Document Number 2023020130 of the Official Public Records of Williamson County, Texas, for the southeast corner of the herein described tract, from which a 5/8-inch iron rod with aluminum cap stamped Williamson County bears N 07°55'26" E a distance of 1.38 feet, and from which a 1/2-inch iron rod with cap stamped "RJ SURVEYING" found at the original southeast corner of said WMV Hutto 390 DE tract bears S 07°55'26" W a distance of 868.13 feet;

THENCE, leaving the east line of said WMV Hutto 390 DE tract, with the north right-of-way line of said Southeast Loop the following eight (8) courses;

1) S 76°12'05" W a distance of 199.68 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for angle point;

2) S 76°28'25" W a distance of 7.41 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of curvature of a curve to the left;

3) Along said curve to the left an src distance of 62.92 feet, having a radius of 565.00 feet, a central angle of 6°22'51" and a chord which bears S 73°16'59" W a distance of 62.89 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for corner;

4) S 76°28'25" W a distance of 559.65 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

5) N 11°18'32" E a distance of 94.34 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

6) N 77°30'40" W a distance of 74.02 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

7) S 11°18'32" W a distance of 130.14 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of curvature of a non-tangent curve to the left, for an exterior corner of the herein described tract; and

8) Along said curve to the left an arc distance of 342.66 feet, having a radius of 9,440.00 feet, a central angle of 2°04'47" and a chord which bears S 75°18'03" W a distance of 342.64 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a southeast corner of a remainder of a called 107.22-acre tract of land as conveyed to BigSky Capital Ltd. et al., by Special Warranty Deed recorded in Document Number 2021191286 of the Official Public Records of Williamson County, Texas, for the most southerly southeast corner of the herein described tract, from which a 1/2-inch rod with cap stamped "ALLSTAR 5729" previously found at the original southerly southwest corner of said WMV Hutto 390 DE tract bears S 07°57'02" W a distance of 417.11 feet;

THENCE, with a west line of said WMV Hutto 390 DE tract, N 07°57'02" E, pass a 1/2-inch iron rod found 2.46 feet left at a distance of 542.61 feet, and continuing on for a total distance of 914.17 feet to a 1/2-inch iron rod found at an interior corner of said WMV Hutto 390 DE tract, at the northeast corner of a called 7.100-acre tract of land as conveyed to Gabriel M. and Mirna Espino by Warranty Deed with Vendor's Lien recorded in Document Number 2018067702 of the Official Public Records of Williamson County, Texas, for an interior corner on the west line of the herein described tract, from which a 1/2-inch iron rod with cap stamped "ALLSTAR 5729" bears S 65°55'58" W a distance of 3.34 feet;

THENCE, with a south line of said WMV Hutto 390 DE tract and the north line of said Espino 7.100-acre tract, N 83°21'15" W a distance of 830.88 feet to a 1/2-inch iron rod found at an exterior corner of said WMV Hutto 390 DE tract, at an angle point on the east line of a called 2.100-acre tract of land as conveyed to Brieanna Monique Fernandez by Special Warranty Deed recorded in Document Number 2021147578 of the Official Public Records of Williamson County, Texas, at the northwest corner of the remainder of a called 3.888-acre tract of land as conveyed to Gabriel M. and Mirna Espino by General Warranty Deed recorded in Document Number 2018067712 of the Official Public Records of Williamson County, Texas, for an exterior corner on the west line of the herein described tract, from which a 1/2-inch iron rod with cap stamped "ALLSTAR 5729" bears N 01°57'48" W a distance 14.77 feet;

THENCE, with the west line of said WMV Hutto 390 DE tract and the east line of said Fernandez 2.100-acre tract, N 07°55'35" E, pass a 1/2-inch iron rod found at the northeast corner of said Fernandez 2.100-acre tract and the southeast corner of a called 15.00 acre tract as conveyed to Paul J. Drosche by Correction Warranty Deed recorded in Volume 2643, Page 883 of the Official Records of Williamson County, Texas, at a distance of 26.87 feet, pass a 1/2-inch iron rod found at the northeast corner of said Drosche 15.00-acre tract and the southeast corner of a called 12.40 acre tract as conveyed to Larry J. & Marvel L. Hagood by Correction Warranty Deed recorded in Document Number 1996052030 of the Official Public Records of Williamson County, Texas, at a distance of 569.32 feet, pass a 1/2-inch iron rod found 0.25 feet to the left at a distance of 1,179.48 feet, pass a 1/2-inch iron rod with cap stamped "RPLS 5781" found 0.43 feet to the left at a distance of 1,509.05 feet, and continuing on for a total distance of 2,152.98 feet to a 3/4-inch iron rod found at the northeast corner of a called 15.427-acre tract of land as conveyed to Mary Dolores Garlick by Special Warranty Deed recorded in Document Number 2008040228 of the Official Public Records of Williamson County, Texas, and the southeast corner of a called 84.5145-acre tract of land as conveyed to Stormi L. Hobbs by Deed of Partition recorded in Volume 2189, Page 889 of the Official Records of Williamson County, Texas, for an angle point on the west line of the herein described tract;

THENCE, continuing with the west line of said WMV Hutto 390 DE tract, N 07°17'27" E a distance of 4,573.18 feet to the POINT OF BEGINNING and containing 372.137 acres of land, more or less.

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. COMBINED SCALE FACTOR = 0.99988895.
2. THE PROPERTY LIES IN UNSHADED ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DELINEATED ON THE FLOOD INSURANCE RATE MAPS FOR WILLIAMSON COUNTY, TEXAS, MAP NUMBER 48491C0520F, REVISED DECEMBER 20, 2019.
3. THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, AND COUNTERSIGNED BY CAPSTONE TITLE UNDER FILE NO. 20025279, DATED EFFECTIVE APRIL 28, 2025, AND ISSUED MAY 07, 2025.
4. EVIDENCE OF RECENT EARTH MOVING WORK WAS OBSERVED ALONG THE SOUTHERLY LINE AT TIME OF SURVEY.
5. EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS WAS OBSERVED AT TIME OF SURVEY. EXCEPT AS SHOWN HEREON, THE SURVEYOR HAS NO KNOWLEDGE OF ANY PROPOSED CHANGES IN STREET RIGHT OF WAY LINES AS SHOWN HEREON.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

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

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

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

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

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

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

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

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

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

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

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

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

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

10s. POSSIBLE GRAVE PER DOCUMENT NUMBER 2015046325 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10v. TERMS, CONDITIONS AND STIPULATIONS IN THE DECLARATION OF DEDICATION FOR CEMETERY PURPOSES FOR THE PUNDT CEMETERY RECORDED IN DOCUMENT NUMBER 2024051390, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10w. TERMS, CONDITIONS AND STIPULATIONS IN THE MEMORANDUM OF GAS PIPELINE EASEMENT AND SUBORDINATION OF LIENHOLDER'S INTEREST RECORDED IN DOCUMENT NUMBER 2023100739, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	S 76°12'05" W	199.68'
	<S 76°12'05" W>	<201.16'>
L2	S 76°28'25" W	7.41'
	<S 76°28'25" W>	<7.41'>
L3	N 11°18'32" E	94.34'
	<N 11°18'32" E>	<94.34'>
L4	N 77°30'40" W	74.02'
	<N 77°30'40" W>	<74.02'>
L5	S 11°18'32" W	130.14'
	<S 11°18'32" W>	<130.14'>

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	62.92'	565.00'	6°22'51"	S 73°16'59" W	62.89'
	<62.92'>	<565.00'>	<6°22'51">	<S 73°16'59" W>	<62.89'>
C2	342.66'	9,440.00'	2°04'47"	S 75°18'03" W	342.64'
	<343.51'>	<9,440.00'>	<2°05'06">	<S 75°18'03" W>	<343.51'>

LEGEND

B.W.F.	BARBED WIRE FENCE
CMP	CORRUGATED METAL PIPE
CONC.	CONCRETE
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
FND.	FOUND
G.P.	GATE POST
G.R.	GUARD RAIL
H.W.F.	HOG WIRE FENCE
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.P.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
P.P.	POWER POLE
P.L.M.	PIPELINE MARKER
R.O.W.	RIGHT-OF-WAY
R.P.	REFLECTOR POST
V.P.	VERTICAL PIPE
W.W.	WATER WELL
( )	RECORD INFO. FOR DOCUMENT NO. 2018105369 O.P.R.W.C
[ ]	RECORD INFO. FOR DOCUMENT NO. 2018097245 O.P.R.W.C.
(( ))	RECORD INFO. FOR DOCUMENT NO. 2021147578 O.P.R.W.C.
{ }	RECORD INFO. FOR VOLUME 2643, PAGE 883 O.R.W.C.
< >	RECORD INFO. FOR DOC. NO. 2023020130 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
●"RJ"	FOUND 1/2" IRON ROD W/CAP "RJ SURVEYING"
●"MBC"	FOUND 1/2" IRON ROD W/CAP "MBC ENGINEERING"
●"AS"	FOUND 1/2" IRON ROD W/CAP "ALLSTAR 5729"
●"5781"	FOUND 1/2" IRON ROD W/CAP "RPLS 5781"
●"W.C."	FOUND 5/8" IRON ROD W/ALUMINUM CAP "WILLIAMSON COUNTY"
⊙	FOUND 3/4" IRON PIPE
✖	FOUND "X" IN CONCRETE
○	SET 1/2" IRON ROD W/CAP "BGE INC"
——#——	EDGE OF ASPHALT
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD ELECTRIC
——x——	WIRE FENCE
——//——	BOARD FENCE
——o——	CHAIN LINK FENCE
10x.	SCHEDULE B ITEM NO.

To WMV Hutto 390 DE, LLC, a Delaware limited liability company, ACORE Capital Mortgage, LP, a Delaware limited partnership, Fidelity National Title Insurance Company and Capstone Title:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items Items 1-4, 7(a), 13, 16, 17 and 19 of Table A thereof. The field work was completed on October 25, 2021 and updated on April 29, 2025.

Date of Plat or Map: February 11, 2022
Revised: March 3, 2022
Revised: May 8, 2025

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400
EMAIL: JNOBLES@BGEINC.COM

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10106500

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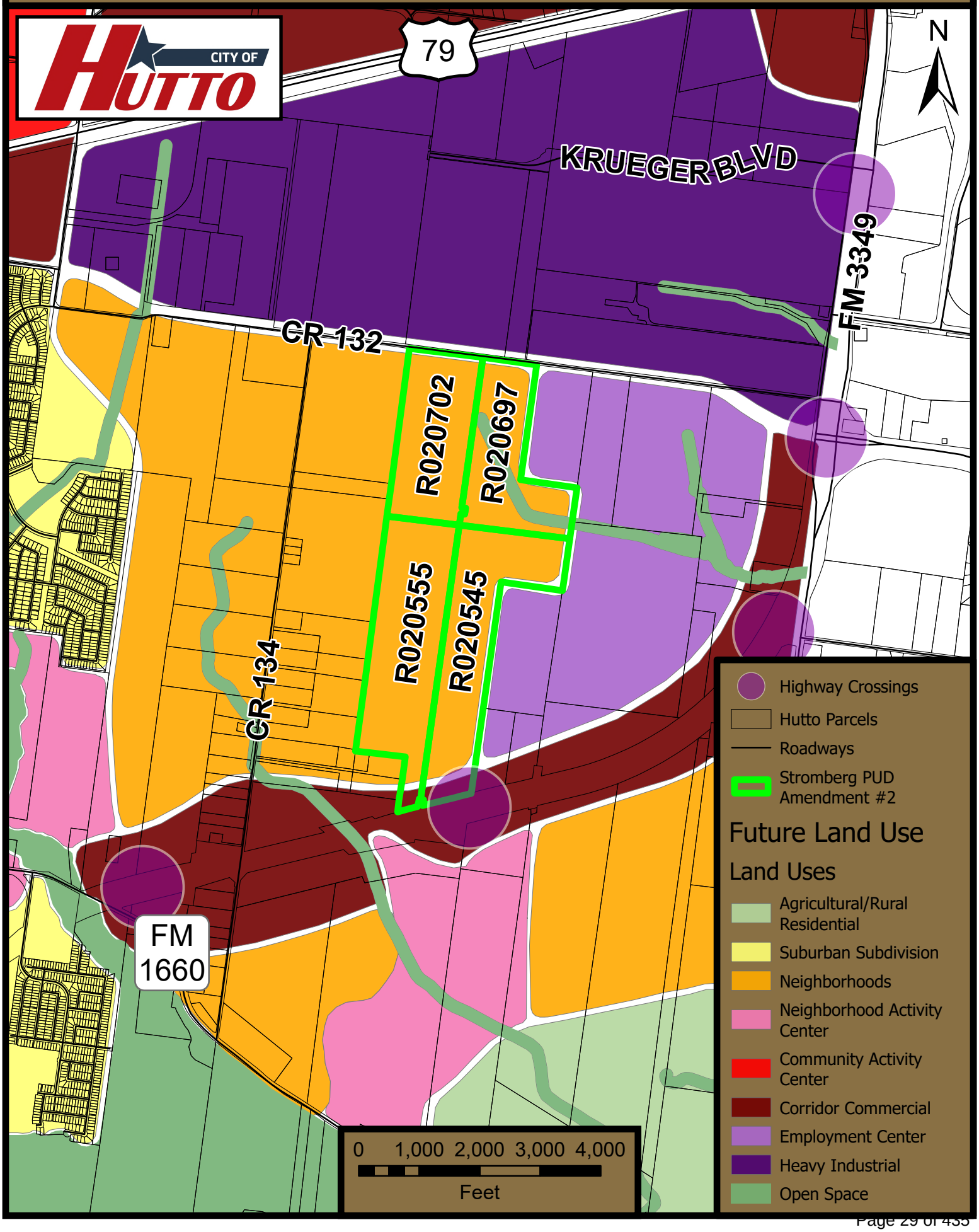
ALTA/NSPS LAND TITLE SURVEY OF 372.137 ACRES OUT OF THE J. KUYKENDALL SURVEY, A-378 & AND THE M. FARLEY SURVEY, A-238 COUNTY ROAD 132, HUTTO WILLIAMSON COUNTY, TEXAS

PARTY CHIEF:	C.T., J.C.	ISSUE DATE:	05/08/2025
TECHNICIAN:	M.G.,M.C	SCALE:	1"=300'
R.P.L.S.:	J.N.	JOB NUMBER:	9408-02
FIELD BOOK NAME:		86	
BASE FILE:	\\bgeinc\data\TXC\Projects\WayMaker\9408-00-Stromberg\SV\04_Finals\Drawings\9408-02_Stromberg_Updated-ALTA.dwg		

SHEET 1 OF 1

Stromberg PUD Amendment #2 (372.137 AC)



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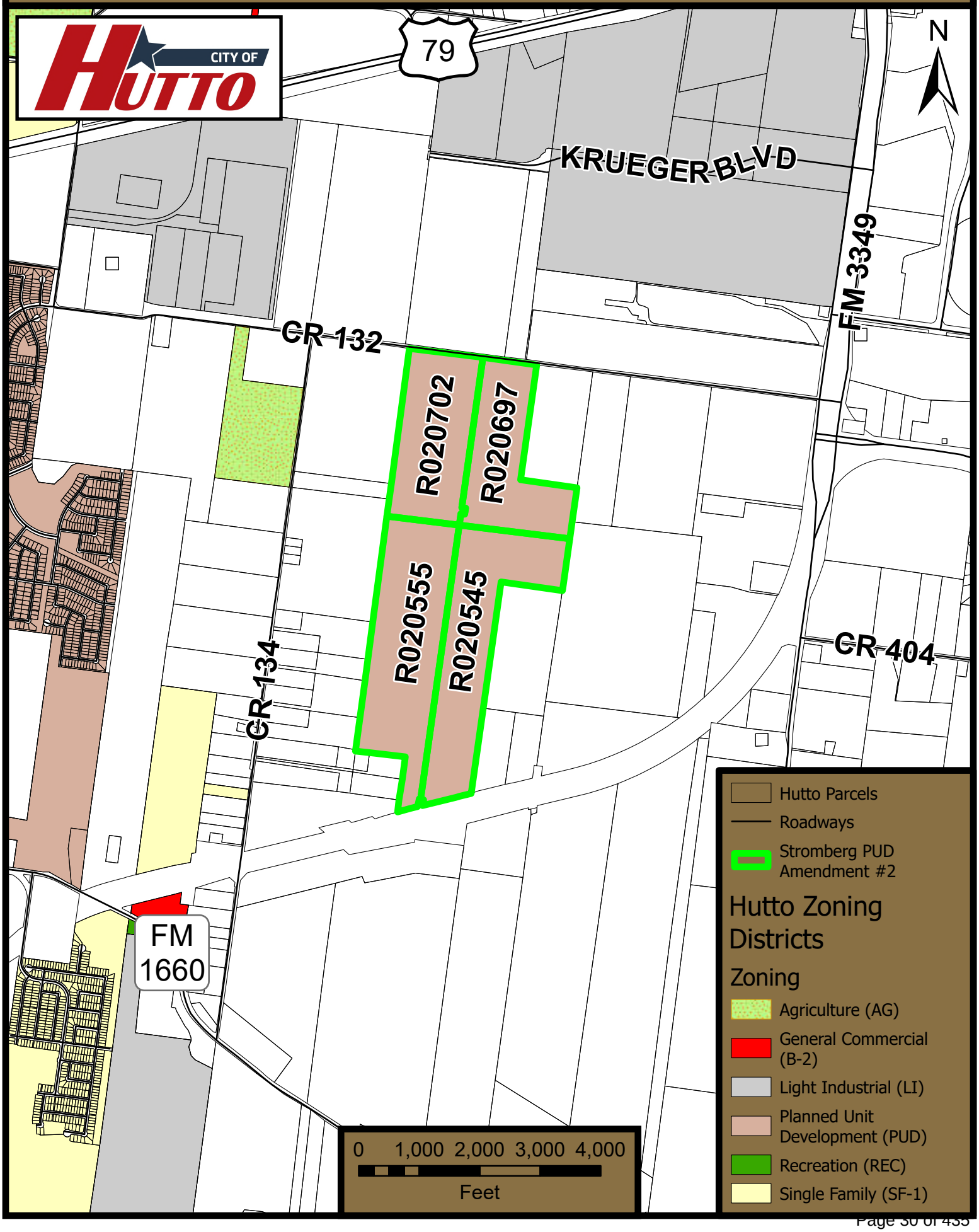

The Stromberg PUD

City of Hutto, Texas
Planned Unit Development

Attachment D
PUD Development Standards

May 28, 2026

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

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

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A. GENERAL PROVISIONS

1. Title

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

2. Applicability of City Ordinances

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

3. Severability

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

4. Amendments to Ordinance

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

Modifications to the PUD shall be administered as follows:

Modifications of the Concept Plan pertaining to the mixture of alley-loaded and front-loaded product, roadway alignments, and changes in the density shown on the Concept Plan that do not increase the cumulative density of development on the Land by more than ten percent (10%), calculated by gross site area shall be considered “Minor Modifications” over which the City’s Development Services Director has final review and decision-making authority.

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

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

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

5. Definitions

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

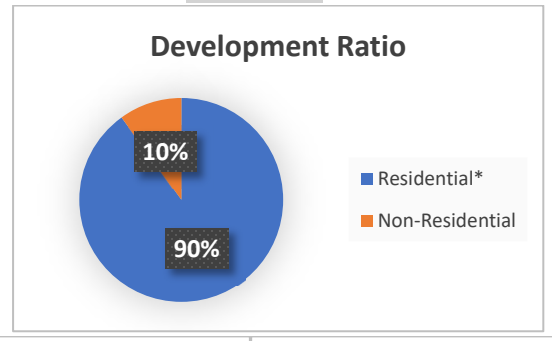
- "PUD Plan" or "Plan" – The Stromberg Planned Unit Development document.
- "Concept Plan" – The Stromberg Concept Plan or Development Plan as required in the City of Hutto's PUD Zoning Change Application.

B. DEVELOPMENT PLAN AND LAND USES

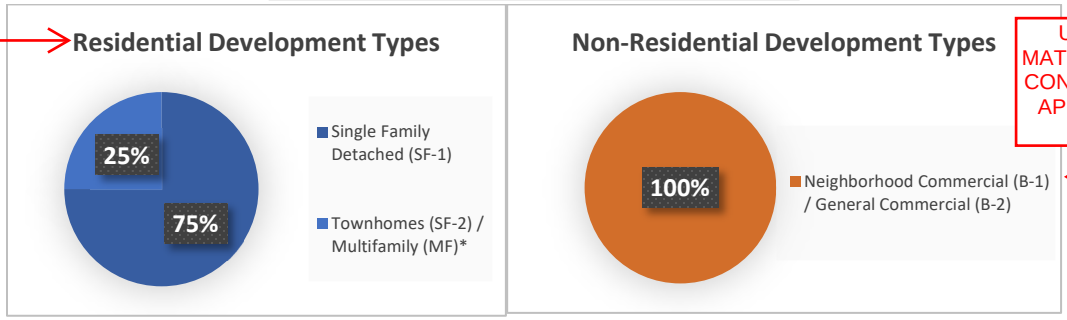
1. Development Scenarios

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

Scenario 1



UPDATED TO MATCH SCENARIO 1 CONCEPT PLAN, AS APPROVED WITH THE PID



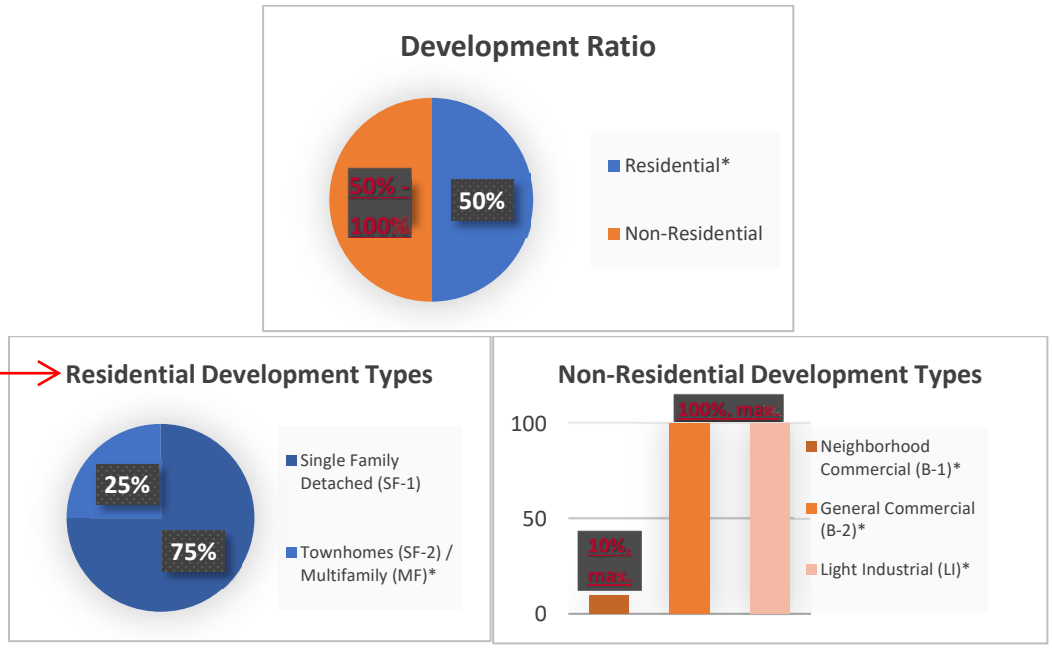
UPDATED TO MATCH SCENARIO 1 CONCEPT PLAN, AS APPROVED WITH THE PID

**Maximum percentages*

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

Scenario 2

UPDATED TO MATCH RESIDENTIAL DEVELOPMENT TYPE BREAKDOWN APPROVED WITH SCENARIO 1



**Maximum percentages*

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

Charts above are representative of land use percentages.

2. Residential Land Use

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

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

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

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

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

The Residential portion of the project is intended to be used for a unique mix of housing products with a maximum density of 6 dwelling units per gross acre for the SF-1 development areas (a maximum of ~~60~~70% of the SF-1 lots can be 45' in width, a maximum of 40% of the SF-1 lots can be 50' in width and a minimum of ~~20~~10% of the lots onsite can be 60' & 70' in width), 17 dwelling units per gross acre for the SF-2 development areas, and a maximum density of 30 dwelling units per gross acre for the multi-family portion.

3. Non-Residential Land Use

The Non-Residential portion of the project is intended to be used for a unique mix of commercial and industrial uses. Commercial uses are intended to be located along the major thoroughfares and at the perimeter of the development. Non-Residential base zoning districts to be allowable as indicated in Exhibit B: Local/ Neighborhood Commercial: B-1; General Commercial: B-2; and Light Industrial: LI.

4. Use Descriptions and Standards

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

C. DEVELOPMENT STANDARDS

1. Unified Development Code PUD Standard Table

Table 1. Unified Development Code PUD Standard Table

Zoning	Description	UDC Citation	UDC Standard	PUD Replacement Standard
SF-1	Village	10.403.3	Alley loaded not permitted	Alley loaded permitted
		10.406.3.3.1	A front-loading garage may occupy no more than 50% of the house linear frontage, and may protrude no more than 6 ft. from the longest front wall.	Front-loading garage doors may comprise no more than 55% of the house linear frontage, and may protrude no more than 6 ft. from the longest front wall
SF-2	Two to Four Household	10.403.3	Lot Area (min.) = 4,500 s.f.	Lot Area (min.) = 3,120 s.f.
			Lot width at building line (min.) = 45 ft.	Lot width at building line (min.) = 26 ft
		10.406.3.3.1	A front-loading garage may occupy no more than 50% of the house linear frontage, and may protrude no more than 6 ft. from the longest front wall.	Front-loading garage doors may comprise no more than 55% of the house linear frontage, and may protrude no more than 6 ft. from the longest front wall. Garages for 26 ft lot widths will be single car garages.
MF	Multiple Household	10.403.4.2	Spacing between bldgs. (min.) = 20 ft.	Spacing between bldgs. (min.) = 10 ft.
			Bldg. height (max.) = 35 ft.; 45 ft. along freeways, arterials, major non-residential collectors	Bldg. height (max.) = 50 ft. / 4 stories
		10.303.5	Max. Density = 14-20 dwelling units per acre	Max. Density = 30 dwelling units per gross acre

2. Prohibited Land Uses

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

Prohibited B-1 and B-2 Land Uses:

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

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

Prohibited LI Land Uses:

- Commercial and Retail Uses (10.304.6)
    - Adult oriented use
- Accessory Uses (10.304.10)

    - Wind energy system
- Smokestacks
- Solar farms
- Concrete batch plant
- Rock crushing site
- Mining and extraction
- Petrochemical industries
- Rubber refining
- Primary metal or related industries
- Junkyard

3. Dog Park Facility

At least one (1) dog park shall be provided (privately owned and maintained) within the boundaries of the Stromberg PUD. The dog park(s) may be located fully within one or more of the multi-family developments and/or elsewhere on the Property. If the dog park is located within an easement, no structures other than a fence will be allowed to be constructed. The dog park(s) will be privately owned and maintained. Signage will be provided within any Dog Park Facility alleviating the City of any potential liability. The signage will indicate that Residents are to proceed at their own risk.

4. Trail System

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

5. Site Design (10.404)

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

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

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

d. Parking and Access (10.405)

Table 2. Minimum Parking Requirements Table

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

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

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

6. Architectural Design (10.406)

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

7. Landscaping (10.407)

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

a. Street Trees

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

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

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

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

Table 3. Street Tree Table

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

b. Required Landscaping: MF District

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

Residential MF: 20%

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

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

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

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

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

Light Industrial (LI): 10%

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

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

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

d. Parking Lot and Vehicular Use Screening
   i. Requirements
      1. Vehicular use areas shall be screened from all abutting rights-of-way by a continuous landscaped area not less than 10ft. deep.
      2. Vehicular use areas shall be screened from all abutting private property by a continuous landscaped area not less than 8 ft. deep.
      3. Landscape screening shall contain one (1) large tree per sixty (60) linear feet, or portion thereof, and a hedge not less than 3 ft. in height, at full maturity, for 75% of the right-of-way landscape screening area (linear footage), and 67% of the private property landscape screening area (linear footage).
      4. In addition to the required vehicular use screening, all outdoor parking shall have landscaping islands within the parking area equal to not less than 7% of the gross parking lot area. Required parking lot landscaping may be counted toward the minimum landscaped area required.
   ii. Landscaping required under Section 7.b. & 7.c. above may be counted towards landscaping required in Section 7.d.i. above.

iii. Unless otherwise stated in this PUD, no other landscaping requirements shall be required.
iv. All Required Landscaping within an easement is subject to the approval of the owner of the easement. When requirements are in conflict, adjustments to the requirements above may be permitted by right if required by the easement owner.

e. Materials, Maintenance, and Replacement
   i. Plant Materials
      1. Plant choices must be based on the Central Texas ecological setting and site microclimate conditions. Plant choices must classify as drought-tolerant to fall within the xeriscaping category.
   ii. Maintenance:
      1. Trees and vegetation, irrigation systems, fences, walls, and other landscape elements are considered elements of the project in the same way as parking, building materials and other site details.
      2. The applicant, landowner or successors must jointly be responsible for regular maintenance of all landscaping elements in good condition, including wood fencing, walls, or other screening fencing within the community. Landscaping must be maintained free from disease, pests, weeds, and litter.
   iii. License Agreement
      1. A License Agreement(s) shall be required for the installation and maintenance of any landscaping, signage, or other similar facilities within the City right-of-way. Such facilities may include: Project entry signage at major intersections; directional signage; Street signs; Lighting, including enhanced streetlights and landscape lighting; Intersection and crosswalk enhancements, consisting of pavers, stamped and/or integrated color concrete; Sidewalks; Landscaping, including plant beds and street trees; Site furnishings, such as benches, planters, trash receptacles; Irrigation; and Decorative Walls. The Owner shall make application for a License Agreement(s) at the time of Site Plan or construction plan submittal.

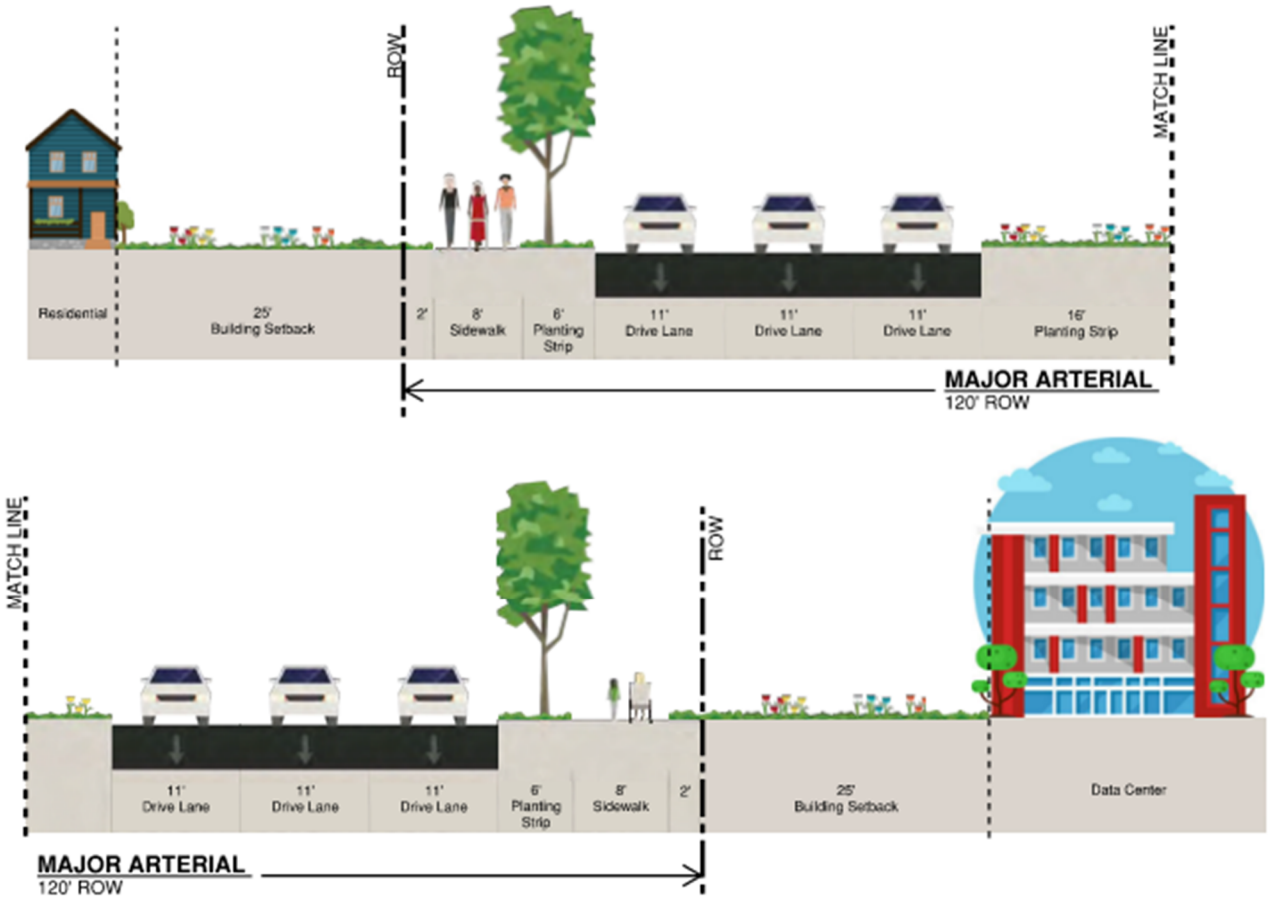
f. Irrigation
   i. Automatic irrigation shall be provided on site in compliance with Section 10.407.7 of the UDC.
   ii. Drip irrigation shall be provided for planting beds only and is not required for the irrigation of trees.

8. Data Center (10.308.13)

a. Required Bufferyards
   Any Data Center use within the Light Industrial (LI) zoned portion of the project adjacent to a residentially zoned portion of the project shall provide a bufferyard with a minimum

width equal to 1.5 ft for every one foot in building height of the Data Center. The bufferyard shall consist of one of the following:

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



b. Conditions

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

c. Power Plant

Up to 20% of the Stromberg project may include dedicated on-site power generation facilities, including but not limited to natural gas-fired power plants, single-cycle or combined-cycle generation facilities, cogeneration or combined heat and power (CHP)

facilities, reciprocating engine generation, fuel cells, battery energy storage systems and/or renewable energy generation facilities.

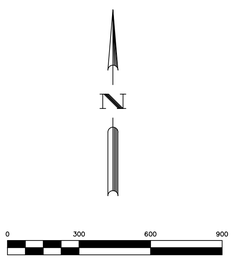
i. Setback: The power plant site within the overall Stromberg project shall be set back a minimum of 300 feet from the property boundary.
ii. Height: Power plants will be allowed a maximum height of 120 feet.
iii. Bufferyard: a 30-foot-wide planting area around the perimeter of the power plant (potentially within the setback) shall be required. Within the 30-foot-wide planting area, an 8-foot-tall masonry wall shall be required along with two native evergreen tall trees and one native evergreen short tree per 25 linear feet of bufferyard.

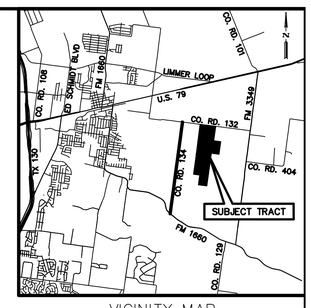
~~c.~~d. Utility Substations

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

D. EXHIBITS

Exhibit A: Survey
Exhibit B: The Stromberg Concept Plan





VICINITY MAP
NOT TO SCALE

EDWARD RYAN SURVEY, ABSTRACT NO. 542

JACOB H. FREDENBURGH SURVEY, ABSTRACT NO. 237

THOMAS GREEN SURVEY, ABSTRACT NO. 740

JOHN KUYKENDALL SURVEY, ABSTRACT NO. 378

JAMES HICKMAN SURVEY, ABSTRACT NO. 291

MASSILLON FARLEY SURVEY, ABSTRACT NO. 238

CHARLES J. GERLACH SURVEY, ABSTRACT NO. 260

POINT OF BEGINNING

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

APPROXIMATE SURVEY LINE

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

(20' BRK. CTR. EASEMENT)

PAVEMENT WIDTH=18.6'

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

S 82°28'37" E 942.94'

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

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

(2)-36" CMP

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

S 07°55'28" W 2,509.50'

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

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

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

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

SEE DETAIL "C"

(4)-24" CMP

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

"RJ"

DETAIL "C"
NOT TO SCALE

APPROXIMATE SURVEY LINE

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

WINDMILL & WATER WELL

"MBC"

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

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

APPROXIMATE SURVEY LINE

4 V.P.

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

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

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

TOTAL
389.542 ACRES

104 15'x15' GRAVE YARD
VOL. 102, PG. 307
D.R.W.C.
GRAVE

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

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

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

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

APPROXIMATE SURVEY LINE

DETAIL "B"
NOT TO SCALE

N 07°55'35" E 2,152.98'
26.87'
N 01°57'48" W 14.77'
N 83°21'15" E 830.88'

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

3/4"

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

H.W.F.

"5781"

0.43'

328.57'
METAL FENCE

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

0.25'

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

610.16'

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

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

N 07°55'41" E 5,438.53'

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

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

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

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

[542.42']
542.45'

SEE DETAIL "B"

((26.73'))
26.87'

SEE DETAIL "A"

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

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

PIPELINE SIGN NATURAL GAS
PIPELINE SIGN CRUDE OIL

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

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

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

2.46'

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

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

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

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

"AS"

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

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

"RJ"

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

APPROXIMATE SURVEY LINE

DETAIL "A"
NOT TO SCALE

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

METES AND BOUNDS DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESTRICTIVE COVENANT AND EASEMENT NOTES

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

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

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

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

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

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

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

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

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

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

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

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

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

10t. POSSIBLE GRAVE PER DOCUMENT NUMBER 2015046325 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

GENERAL NOTES

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. COMBINED SCALE FACTOR = 0.99988895.
2. THE PROPERTY LIES IN UNSHADED ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DELINEATED ON THE FLOOD INSURANCE RATE MAPS FOR WILLIAMSON COUNTY, TEXAS, MAP NUMBER 48491C0520F, REVISED DECEMBER 20, 2019.
3. THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, AND COUNTERSIGNED BY CAPSTONE TITLE UNDER FILE NO. 20211281, DATED EFFECTIVE FEBRUARY 07, 2022, AND ISSUED FEBRUARY 28, 2022.
4. NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WAS OBSERVED AT TIME OF SURVEY.
5. NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS WAS OBSERVED AT TIME OF SURVEY. THE SURVEYOR HAS NO KNOWLEDGE OF ANY PROPOSED CHANGES IN STREET RIGHT OF WAY LINES.

To WMV Hutto 390 DE, LLC, ACORE Capital Mortgage, LP, a Delaware limited partnership, int its capacity as Administrative Agent for the Lenders, Fidelity National Title Insurance Company and Capstone Title:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items Items 1-4, 7(a), 9, 13, 16, 17 and 19 of Table A thereof. The field work was completed on October 25, 2021.

Date of Plat or Map: February 11, 2022
Revised: March 3, 2022

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
7000 NORTH MOPAC, SUITE 330
AUSTIN, TEXAS 78731
TELEPHONE: (512) 879-0400

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

LEGEND

B.W.F.	BARBED WIRE FENCE
CMP	CORRUGATED METAL PIPE
CONC.	CONCRETE
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
FND.	FOUND
G.P.	GATE POST
G.R.	GUARD RAIL
H.W.F.	HOG WIRE FENCE
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.P.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
P.P.	POWER POLE
P.L.M.	PIPELINE MARKER
R.O.W.	RIGHT-OF-WAY
R.P.	REFLECTOR POST
V.P.	VERTICAL PIPE
W.W.	WATER WELL
( )	RECORD INFO. FOR DOCUMENT NO. 2018105369 O.P.R.W.C
[ ]	RECORD INFO. FOR DOCUMENT NO. 2018097245 O.P.R.W.C.
(( ))	RECORD INFO. FOR DOCUMENT NO. 2021147578 O.P.R.W.C.
{ }	RECORD INFO. FOR VOLUME 2643, PAGE 883 O.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
●"RJ"	FOUND 1/2" IRON ROD W/CAP "RJ SURVEYING"
●"MBC"	FOUND 1/2" IRON ROD W/CAP "MBC ENGINEERING"
●"AS"	FOUND 1/2" IRON ROD W/CAP "ALLSTAR 5729"
●"5781"	FOUND 1/2" IRON ROD W/CAP "RPLS 5781"
⊙	FOUND 3/4" IRON PIPE
✖	FOUND "X" IN CONCRETE
	EDGE OF ASPHALT
OHT	OVERHEAD TELEPHONE
OHP	OVERHEAD ELECTRIC
-x-	WIRE FENCE
-//-	BOARD FENCE
-o-	CHAIN LINK FENCE
10x.	SCHEDULE B ITEM NO.

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BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10106502

ALTA/NSPS LAND TITLE SURVEY OF 389.542 ACRES OUT OF THE J. KUYKENDALL SURVEY, A-378 & AND THE M. FARLEY SURVEY, A-238 COUNTY ROAD 132, HUTTO WILLIAMSON COUNTY, TEXAS

PARTY CHIEF: C.T., J.C.		ISSUE DATE:	2/11/2022
TECHNICIAN:	M.G.	SCALE:	1"=300'
R.P.L.S.:	J.N.	JOB NUMBER:	9408-00
FIELD BOOK NAME:		86	
BASE FILE:	\\browngov.net\gfs\Regions\TXC\Projects\WayMaker\9408-00-Stromberg\SV\04_Finals\Drawings\9408-00 Stromberg ALTA		

SHEET 1 OF 1

EXHIBIT B - STROMBERG CONCEPT PLAN

SCENARIO 1

SCALE: 1"=300'
GRAPHIC SCALE IN FEET
0 150 300 450 600

50' PIPELINE EASEMENT
30' PIPELINE EASEMENT

SINGLE-FAMILY SF-1 16.8 AC.
SINGLE-FAMILY SF-1 86.1 AC.
SINGLE-FAMILY SF-1 53.7 AC.
120' ARTERIAL
COUNTY ROAD 132
DETENTION POND 7.8 AC.
69' COLLECTOR
69' COLLECTOR
MULTIFAMILY/ TOWNHOMES MF/SF-2 9.6 AC.
COMMERCIAL B-2 5.0 AC.
SINGLE-FAMILY SF-1 45.9 AC.
TOWNHOMES SF-2 4.0 AC.
SINGLE-FAMILY SF-1 57.3 AC.
COMMERCIAL B-2 2.2 AC.
COMMERCIAL B-2 2.9 AC.
136' ARTERIAL
136' ARTERIAL
MULTIFAMILY/ TOWNHOMES MF/SF-2 14.7 AC.
120' ARTERIAL
DETENTION POND 18.9 AC.
COUNTY ROAD 132

SUMMARY

LAND USE	ACREAGE	PERCENTAGE OF USE SHOWN IN CONCEPT PLAN	MIN. PERCENTAGE OF USE	MAX. PERCENTAGE OF USE
SINGLE-FAMILY DETACHED	260.6	79%	75%	-
MULTI-FAMILY/TOWNHOMES	28.3	9%	-	25%
DETENTION, OPEN SPACE	41.8	-	-	-
RESIDENTIAL TOTAL	**330.7**	**89%**		
COMMERCIAL	10.1	25%	25%	-
RIGHT-OF-WAY	31.2	-	-	-
NON-RESIDENTIAL TOTAL	**41.3**	**11%**		
GRAND TOTAL	**372.1**	**100%**		

THIS EXHIBIT IS A REPRESENTATIVE, NOT DEFINITIVE, EXAMPLE OF LAND USES COMPLIANT WITH THE STROMBERG PUD SCENARIO 1.

PROJECT NO. XXXX-240035	DRAWN BY: NK
DATE: 02/20/2024	CHECKED BY: KH

GRAY ENGINEERING
8834 N. Capital of Texas Hwy.
Suite 140
Austin, Texas 78759
(512)452-0371
FAX(512)454-9933
TBPELS FIRM #2946

W:\PROJECTS\372 - JAYMAKER LEVEL\CIVIL\STROMBERG\EXHIBITS\EXHIBITS\EXHIBIT B SCENARIO 1.DWG DATE: 11/7/2024 4:59:42 PM BY: NICHOLAS

EXHIBIT B - STROMBERG CONCEPT PLAN

SCENARIO 2

SCALE: 1"=300'
GRAPHIC SCALE IN FEET
0 150 300 450 600

SINGLE-FAMILY
SF-1
79.3 AC.

50' PIPELINE EASEMENT

30' PIPELINE EASEMENT

DETENTION
POND
8.7 AC.

COMMERCIAL
B-2
4.8 AC.

COMMERCIAL
B-2
3.4 AC.

MULTIFAMILY
MF
17.3 AC.

69' COLLECTOR

SINGLE-FAMILY
SF-1
29.9 AC.

TOWNHOMES
SF-2
1.5 AC.

COMMERCIAL
B-1
2.5 AC.

120' ARTERIAL

TOWNHOMES
SF-2
2.7 AC.

TRUCK COURT

BUILDING 1A
1,670,100 sf

2930'

TRUCK COURT

LIGHT INDUSTRIAL
LI
157.1 AC.

TRUCK COURT

BUILDING 3A
194,400 sf

720'

TRUCK COURT

BUILDING 3A
270,000 sf

1000'

TRUCK COURT

BUILDING 2A
540,640 sf

1232'

TRUCK COURT

185'

270'

COUNTY ROAD 132

136' ARTERIAL

COMMERCIAL
B-1
2.5 AC.

120' ARTERIAL

MULTIFAMILY
MF
14.6 AC.

TOWNHOMES
SF-2
14.3 AC.

136' ARTERIAL

COUNTY ROAD 132

SUMMARY				
LAND USE	ACREAGE	PERCENTAGE OF USE SHOWN IN CONCEPT PLAN	MIN. PERCENTAGE OF USE	MAX. PERCENTAGE OF USE
SINGLE-FAMILY DETACHED	109.2	60%	75%	-
MULTI-FAMILY / TOWNHOMES	50.3	28%	-	25%
RIGHT-OF-WAY, OPEN SPACE	21.3	-	-	-
RESIDENTIAL TOTAL	**180.8**	**49%**		
NEIGHBORHOOD COMMERCIAL	5	3%	-	10%
GENERAL COMMERCIAL	8.2	4%	-	10%
LIGHT INDUSTRIAL	157.1	82%	80%	-
RIGHT-OF-WAY, OPEN SPACE	21.25	-	-	-
NON-RESIDENTIAL TOTAL	**191.6**	**51%**		
GRAND TOTAL	**372.3**	**100%**		

UPDATED TO MATCH RESIDENTIAL DEVELOPMENT TYPE BREAKDOWN APPROVED WITH SCENARIO 1

THIS EXHIBIT IS A REPRESENTATIVE, NOT DEFINITIVE, EXAMPLE OF LAND USES COMPLIANT WITH THE STROMBERG PUD SCENARIO 2.

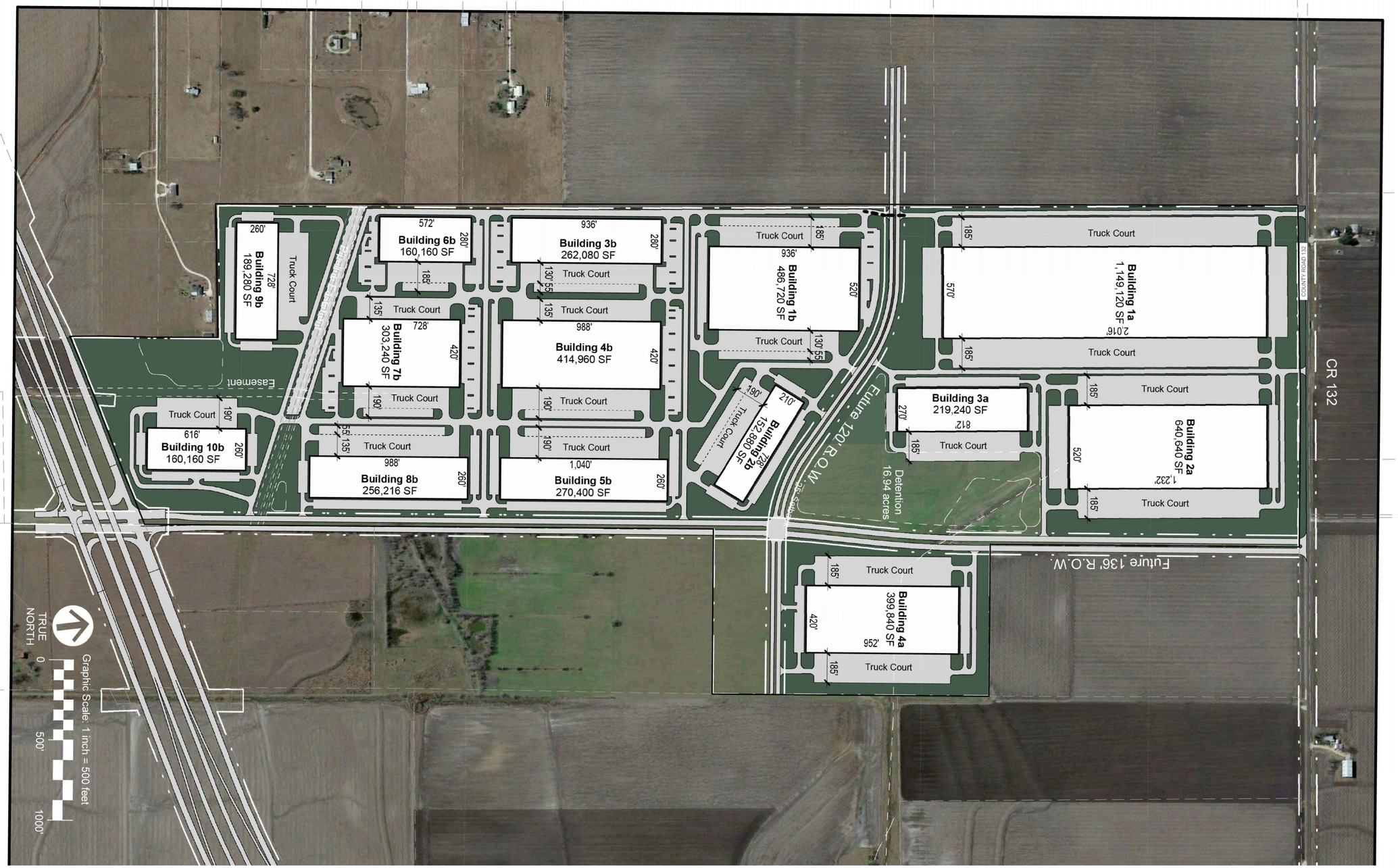
PROJECT NO. 240035	DRAWN BY: KH
DATE: 05/24/2024	CHECKED BY:

GRAY ENGINEERING
8834 N. Capital of Texas Hwy.
Suite 140
Austin, Texas 78759
(512)452-0371
FAX(512)454-9933
TBPELS FIRM #2946

H:\PROJECTS\1372 - JHJV\MAKER VENTURES 1 LLC\1 CTN\1 STROMBERG\ENTITLEMENTS\PLOTS\240035 STROMBERG PUD SUBMITTAL\BACKUP\240035 EXHIBIT CONCEPT PLAN_SCENARIO2.DWG, DATE: 5/10/2024 11:34:43 AM, BY: KHARRIS

EXHIBIT B - STROMBERG CONCEPT PLAN

SCENARIO 2



THIS EXHIBIT IS A REPRESENTATIVE, NOT DEFINITIVE, EXAMPLE OF LAND USES COMPLIANT WITH THE STROMBERG PUD SCENARIO 2.

PROJECT NO. 240035	DRAWN BY: KH
DATE: 03/25/2024	CHECKED BY:

GRAY ENGINEERING
8834 N. Capital of Texas Hwy.
Suite 140
Austin, Texas 78759
(512)452-0371
FAX(512)454-9933
TBPELS FIRM #2946

G:\PROPOSALS\2024\240035 - WAYMAKER VENTURES - STROMBERG\PLANS\2024240035 STROMBERG PUD SUBMITTAL\240035 EXHIBIT CONCEPT PLAN_SCENARIO2.DWG, DATE: 4/2/2024 11:05:09 AM, BY: KHARRIS

The Stromberg PUD

City of Hutto, Texas
Planned Unit Development

Attachment D
PUD Development Standards

May 28, 2026

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

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

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A. GENERAL PROVISIONS

1. Title

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

2. Applicability of City Ordinances

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

3. Severability

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

4. Amendments to Ordinance

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

Modifications to the PUD shall be administered as follows:

Modifications of the Concept Plan pertaining to the mixture of alley-loaded and front-loaded product, roadway alignments, and changes in the density shown on the Concept Plan that do not increase the cumulative density of development on the Land by more than ten percent (10%), calculated by gross site area shall be considered “Minor Modifications” over which the City’s Development Services Director has final review and decision-making authority.

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

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

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

5. Definitions

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

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

B. DEVELOPMENT PLAN AND LAND USES

1. Development Scenarios

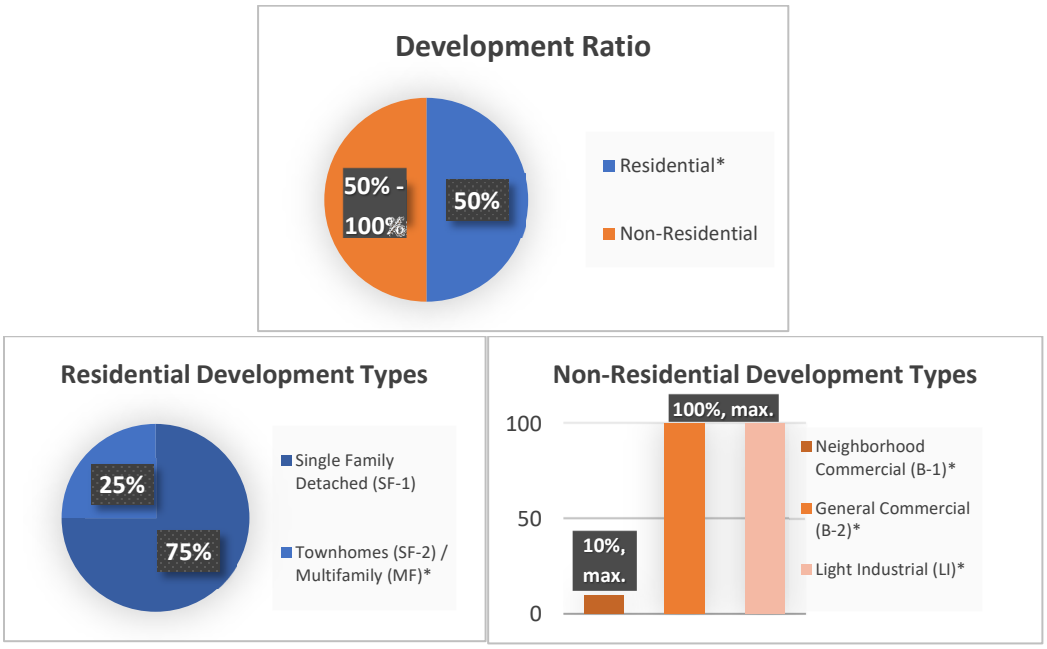
For the purpose of addressing any development regulation or conditions not modified within this PUD, the City of Hutto UDC base zoning districts shall be utilized for development requirements, as indicated in the scenarios presented in Exhibit B: The Stromberg Concept Plan. Exhibit B is conceptual in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

Scenario 1

**Maximum percentages*

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

Scenario 2



**Maximum percentages*

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

Charts above are representative of land use percentages.

2. Residential Land Use

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

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

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

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

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

The Residential portion of the project is intended to be used for a unique mix of housing products with a maximum density of 6 dwelling units per gross acre for the SF-1 development areas (a maximum of 70% of the SF-1 lots can be 45' in width, a maximum of 40% of the SF-1 lots can be 50' in width and a minimum of 10% of the lots onsite can be 60' & 70' in width), 17 dwelling units per gross acre for the SF-2 development areas, and a maximum density of 30 dwelling units per gross acre for the multi-family portion.

3. Non-Residential Land Use

The Non-Residential portion of the project is intended to be used for a unique mix of commercial and industrial uses. Commercial uses are intended to be located along the major thoroughfares and at the perimeter of the development. Non-Residential base zoning districts to be allowable as indicated in Exhibit B: Local/ Neighborhood Commercial: B-1; General Commercial: B-2; and Light Industrial: LI.

4. Use Descriptions and Standards

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

C. DEVELOPMENT STANDARDS

1. Unified Development Code PUD Standard Table

Table 1. Unified Development Code PUD Standard Table

Zoning	Description	UDC Citation	UDC Standard	PUD Replacement Standard
SF-1	Village	10.403.3	Alley loaded not permitted	Alley loaded permitted
		10.406.3.3.1	A front-loading garage may occupy no more than 50% of the house linear frontage, and may protrude no more than 6 ft. from the longest front wall.	Front-loading garage doors may comprise no more than 55% of the house linear frontage, and may protrude no more than 6 ft. from the longest front wall
SF-2	Two to Four Household	10.403.3	Lot Area (min.) = 4,500 s.f.	Lot Area (min.) = 3,120 s.f.
			Lot width at building line (min.) = 45 ft.	Lot width at building line (min.) = 26 ft
		10.406.3.3.1	A front-loading garage may occupy no more than 50% of the house linear frontage, and may protrude no more than 6 ft. from the longest front wall.	Front-loading garage doors may comprise no more than 55% of the house linear frontage, and may protrude no more than 6 ft. from the longest front wall. Garages for 26 ft lot widths will be single car garages.
MF	Multiple Household	10.403.4.2	Spacing between bldgs. (min.) = 20 ft.	Spacing between bldgs. (min.) = 10 ft.
			Bldg. height (max.) = 35 ft.; 45 ft. along freeways, arterials, major non-residential collectors	Bldg. height (max.) = 50 ft. / 4 stories
		10.303.5	Max. Density = 14-20 dwelling units per acre	Max. Density = 30 dwelling units per gross acre

2. Prohibited Land Uses

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

Prohibited B-1 and B-2 Land Uses:

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

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

Prohibited LI Land Uses:

- Commercial and Retail Uses (10.304.6)
  - Adult oriented use
- Accessory Uses (10.304.10)

    - Wind energy system
- Smokestacks
- Solar farms
- Concrete batch plant
- Rock crushing site
- Mining and extraction
- Petrochemical industries
- Rubber refining
- Primary metal or related industries
- Junkyard

3. Dog Park Facility

At least one (1) dog park shall be provided (privately owned and maintained) within the boundaries of the Stromberg PUD. The dog park(s) may be located fully within one or more of the multi-family developments and/or elsewhere on the Property. If the dog park is located within an easement, no structures other than a fence will be allowed to be constructed. The dog park(s) will be privately owned and maintained. Signage will be provided within any Dog Park Facility alleviating the City of any potential liability. The signage will indicate that Residents are to proceed at their own risk.

4. Trail System

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

5. Site Design (10.404)

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

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

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

d. Parking and Access (10.405)

Table 2. Minimum Parking Requirements Table

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

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

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

6. Architectural Design (10.406)

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

7. Landscaping (10.407)

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

a. Street Trees

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

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

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

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

Table 3. Street Tree Table

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

b. Required Landscaping: MF District

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

Residential MF: 20%

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

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

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

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

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

Light Industrial (LI): 10%

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

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

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

d. Parking Lot and Vehicular Use Screening
   i. Requirements
      1. Vehicular use areas shall be screened from all abutting rights-of-way by a continuous landscaped area not less than 10ft. deep.
      2. Vehicular use areas shall be screened from all abutting private property by a continuous landscaped area not less than 8 ft. deep.
      3. Landscape screening shall contain one (1) large tree per sixty (60) linear feet, or portion thereof, and a hedge not less than 3 ft. in height, at full maturity, for 75% of the right-of-way landscape screening area (linear footage), and 67% of the private property landscape screening area (linear footage).
      4. In addition to the required vehicular use screening, all outdoor parking shall have landscaping islands within the parking area equal to not less than 7% of the gross parking lot area. Required parking lot landscaping may be counted toward the minimum landscaped area required.
   ii. Landscaping required under Section 7.b. & 7.c. above may be counted towards landscaping required in Section 7.d.i. above.

iii. Unless otherwise stated in this PUD, no other landscaping requirements shall be required.
iv. All Required Landscaping within an easement is subject to the approval of the owner of the easement. When requirements are in conflict, adjustments to the requirements above may be permitted by right if required by the easement owner.

e. Materials, Maintenance, and Replacement
   i. Plant Materials
      1. Plant choices must be based on the Central Texas ecological setting and site microclimate conditions. Plant choices must classify as drought-tolerant to fall within the xeriscaping category.
   ii. Maintenance:
      1. Trees and vegetation, irrigation systems, fences, walls, and other landscape elements are considered elements of the project in the same way as parking, building materials and other site details.
      2. The applicant, landowner or successors must jointly be responsible for regular maintenance of all landscaping elements in good condition, including wood fencing, walls, or other screening fencing within the community. Landscaping must be maintained free from disease, pests, weeds, and litter.
   iii. License Agreement
      1. A License Agreement(s) shall be required for the installation and maintenance of any landscaping, signage, or other similar facilities within the City right-of-way. Such facilities may include: Project entry signage at major intersections; directional signage; Street signs; Lighting, including enhanced streetlights and landscape lighting; Intersection and crosswalk enhancements, consisting of pavers, stamped and/or integrated color concrete; Sidewalks; Landscaping, including plant beds and street trees; Site furnishings, such as benches, planters, trash receptacles; Irrigation; and Decorative Walls. The Owner shall make application for a License Agreement(s) at the time of Site Plan or construction plan submittal.

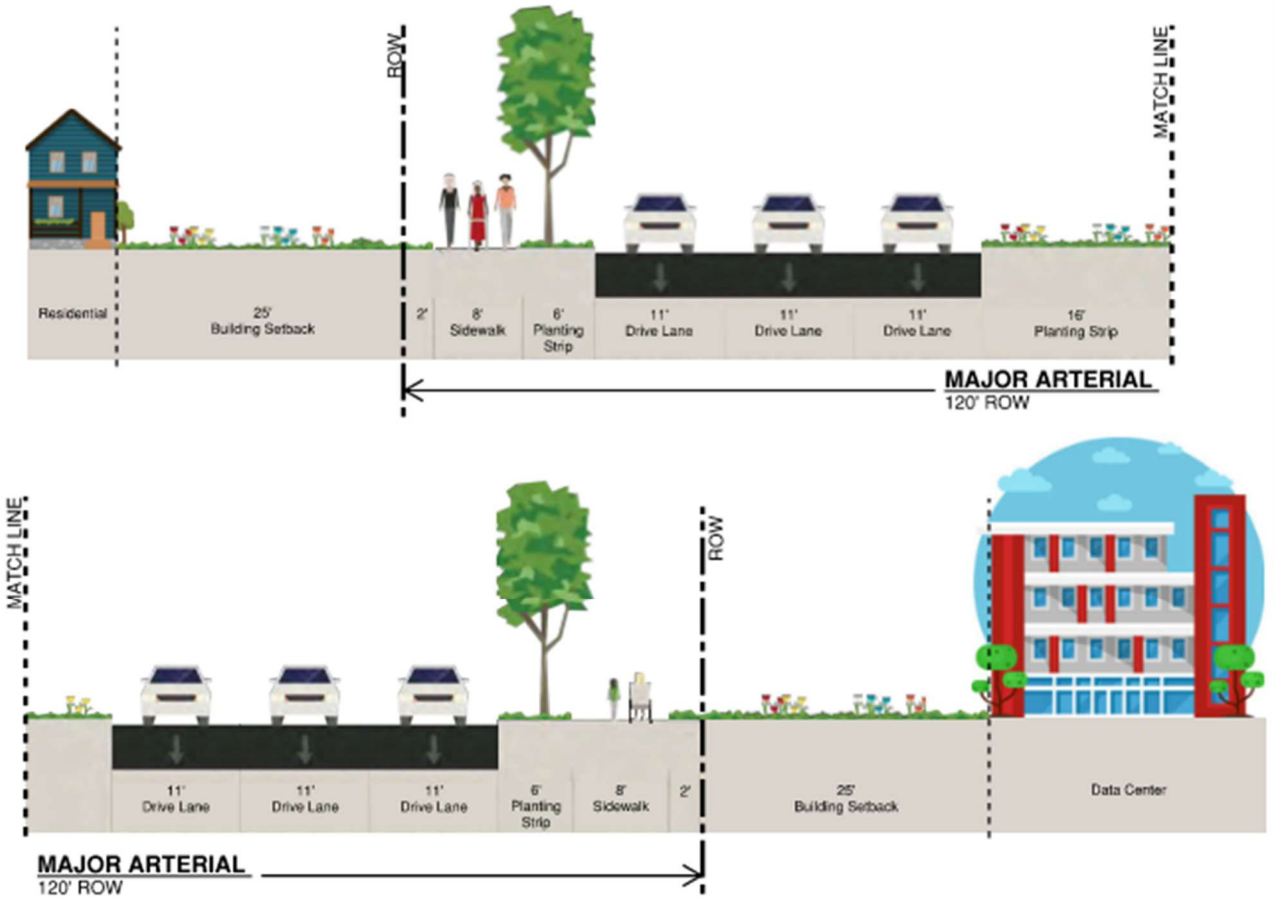
f. Irrigation
   i. Automatic irrigation shall be provided on site in compliance with Section 10.407.7 of the UDC.
   ii. Drip irrigation shall be provided for planting beds only and is not required for the irrigation of trees.

8. Data Center (10.308.13)

a. Required Bufferyards
   Any Data Center use within the Light Industrial (LI) zoned portion of the project adjacent to a residentially zoned portion of the project shall provide a bufferyard with a minimum

width equal to 1.5 ft for every one foot in building height of the Data Center. The bufferyard shall consist of one of the following:

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



b. Conditions

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

c. Power Plant

Up to 20% of the Stromberg project may include dedicated on-site power generation facilities, including but not limited to natural gas-fired power plants, single-cycle or combined-cycle generation facilities, cogeneration or combined heat and power (CHP)

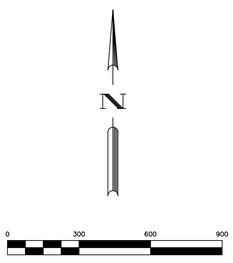
facilities, reciprocating engine generation, fuel cells, battery energy storage systems and/or renewable energy generation facilities.

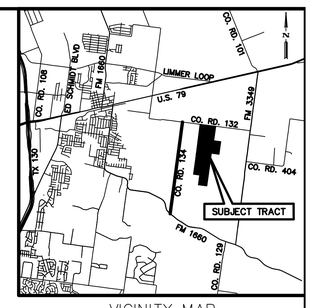
i. Setback: The power plant site within the overall Stromberg project shall be set back a minimum of 300 feet from the property boundary.
ii. Height: Power plants will be allowed a maximum height of 120 feet.
iii. Bufferyard: a 30-foot-wide planting area around the perimeter of the power plant (potentially within the setback) shall be required. Within the 30-foot-wide planting area, an 8-foot-tall masonry wall shall be required along with two native evergreen tall trees and one native evergreen short tree per 25 linear feet of bufferyard.

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

D. <u>EXHIBITS</u>

Exhibit A: Survey
Exhibit B: The Stromberg Concept Plan





VICINITY MAP
NOT TO SCALE

EDWARD RYAN SURVEY, ABSTRACT NO. 542

JACOB H. FREDENBURGH SURVEY, ABSTRACT NO. 237

THOMAS GREEN SURVEY, ABSTRACT NO. 740

JOHN KUYKENDALL SURVEY, ABSTRACT NO. 378

JAMES HICKMAN SURVEY, ABSTRACT NO. 291

MASSILLON FARLEY SURVEY, ABSTRACT NO. 238

CHARLES J. GERLACH SURVEY, ABSTRACT NO. 260

POINT OF BEGINNING

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

APPROXIMATE SURVEY LINE

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

(20' BRK LINE OFFSET)

PAVEMENT WIDTH=18.6'

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

S 82°28'37" E 942.94'

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

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

(2)-36" CMP

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

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

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

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

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

S 07°55'28" W 2,509.50'

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

SEE DETAIL "C"

(4)-24" CMP

"RJ"

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

"RJ"

DETAIL "C"
NOT TO SCALE

"MBC"

WINDMILL & WATER WELL

"RJ"

"MBC"

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

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

APPROXIMATE SURVEY LINE

4 V.P.

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

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

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

TOTAL
389.542 ACRES

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

"MBC"

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

"RJ"

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

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

DETAIL "B"
NOT TO SCALE

N 01°57'48" W
14.77'

"AS"

26.87'

N 07°55'35" E 2,152.98'

N 83°21'15" E 830.88'

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

3/4"

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

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

H.W.F.

"5781"

0.43'

328.57'

METAL FENCE

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

0.25'

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

610.16'

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

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

N 07°55'41" E 5,438.53'

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

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

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

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

[542.42']
542.45'

SEE DETAIL "B"

SEE DETAIL "A"

((26.73'))
26.87'

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

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

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

B.W.F.

PIPELINE SIGN NATURAL GAS
PIPELINE SIGN CRUDE OIL

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

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

2.46'

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

(1,329.44')
1,331.28'

(N 07°49'27" E 959.72')
N 07°57'02" E

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

APPROXIMATE SURVEY LINE

DETAIL "A"
NOT TO SCALE

N 83°21'15" E 830.88'

S 65°55'58" W 3.34'

"AS"

N 07°57'02" E 1,331.28'

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

"AS"

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

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

"RJ"

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

APPROXIMATE SURVEY LINE

METES AND BOUNDS DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESTRICTIVE COVENANT AND EASEMENT NOTES

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

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

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

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

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

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

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

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

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

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

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

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

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

10t. POSSIBLE GRAVE PER DOCUMENT NUMBER 2015046325 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

GENERAL NOTES

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. COMBINED SCALE FACTOR = 0.99988895.
2. THE PROPERTY LIES IN UNSHADED ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DELINEATED ON THE FLOOD INSURANCE RATE MAPS FOR WILLIAMSON COUNTY, TEXAS, MAP NUMBER 48491C0520F, REVISED DECEMBER 20, 2019.
3. THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, AND COUNTERSIGNED BY CAPSTONE TITLE UNDER FILE NO. 20211281, DATED EFFECTIVE FEBRUARY 07, 2022, AND ISSUED FEBRUARY 28, 2022.
4. NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WAS OBSERVED AT TIME OF SURVEY.
5. NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS WAS OBSERVED AT TIME OF SURVEY. THE SURVEYOR HAS NO KNOWLEDGE OF ANY PROPOSED CHANGES IN STREET RIGHT OF WAY LINES.

LEGEND

B.W.F.	BARBED WIRE FENCE
CMP	CORRUGATED METAL PIPE
CONC.	CONCRETE
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
FND.	FOUND
G.P.	GATE POST
G.R.	GUARD RAIL
H.W.F.	HOG WIRE FENCE
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.P.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
P.P.	POWER POLE
P.L.M.	PIPELINE MARKER
R.O.W.	RIGHT-OF-WAY
R.P.	REFLECTOR POST
V.P.	VERTICAL PIPE
W.W.	WATER WELL
( )	RECORD INFO. FOR DOCUMENT NO. 2018105369 O.P.R.W.C
[ ]	RECORD INFO. FOR DOCUMENT NO. 2018097245 O.P.R.W.C.
(( ))	RECORD INFO. FOR DOCUMENT NO. 2021147578 O.P.R.W.C.
{ }	RECORD INFO. FOR VOLUME 2643, PAGE 883 O.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
●"RJ"	FOUND 1/2" IRON ROD W/CAP "RJ SURVEYING"
●"MBC"	FOUND 1/2" IRON ROD W/CAP "MBC ENGINEERING"
●"AS"	FOUND 1/2" IRON ROD W/CAP "ALLSTAR 5729"
●"5781"	FOUND 1/2" IRON ROD W/CAP "RPLS 5781"
⊙	FOUND 3/4" IRON PIPE
✖	FOUND "X" IN CONCRETE
———	EDGE OF ASPHALT
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD ELECTRIC
——X——	WIRE FENCE
——//——	BOARD FENCE
——o——	CHAIN LINK FENCE
10x.	SCHEDULE B ITEM NO.

To WMV Hutto 390 DE, LLC, ACORE Capital Mortgage, LP, a Delaware limited partnership, int its capacity as Administrative Agent for the Lenders, Fidelity National Title Insurance Company and Capstone Title:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items Items 1-4, 7(a), 9, 13, 16, 17 and 19 of Table A thereof. The field work was completed on October 25, 2021.

Date of Plat or Map: February 11, 2022
Revised: March 3, 2022

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
7000 NORTH MOPAC, SUITE 330
AUSTIN, TEXAS 78731
TELEPHONE: (512) 879-0400

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10106502

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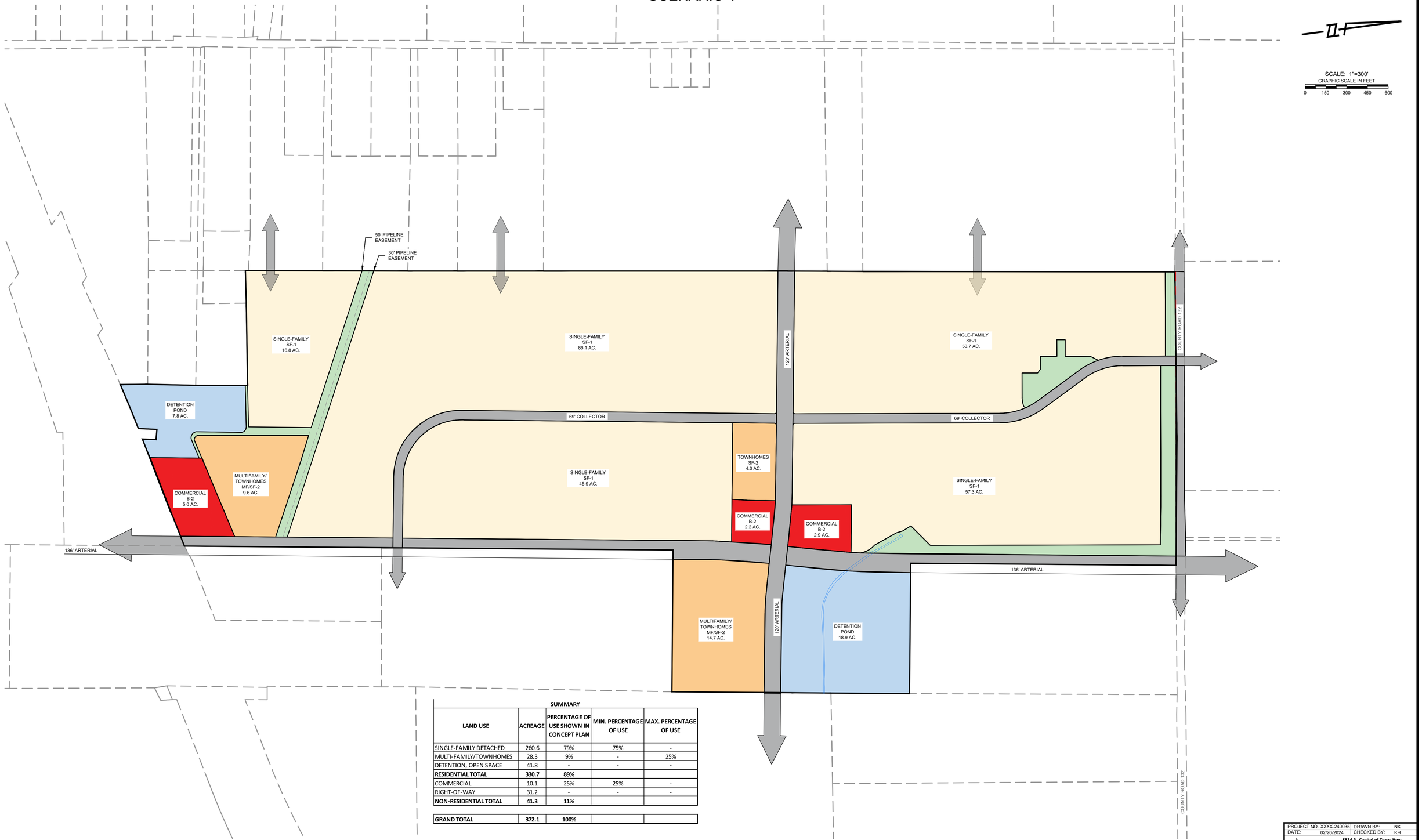
ALTA/NSPS LAND TITLE SURVEY OF 389.542 ACRES OUT OF THE J. KUYKENDALL SURVEY, A-378 & AND THE M. FARLEY SURVEY, A-238 COUNTY ROAD 132, HUTTO WILLIAMSON COUNTY, TEXAS

PARTY CHIEF: C.T., J.C.		ISSUE DATE:	2/11/2022
TECHNICIAN:	M.G.	SCALE:	1"=300'
R.P.L.S.:	J.N.	JOB NUMBER:	9408-00
FIELD BOOK NAME:		86	
BASE FILE:	\\browngay.net\gfs\Regions\TXC\Projects\WayMaker\9408-00-Stromberg\SV\04_Finals\Drawings\9408-00 Stromberg ALTA		

SHEET 1 OF 1

EXHIBIT B - STROMBERG CONCEPT PLAN

SCENARIO 1



SUMMARY

LAND USE	ACREAGE	PERCENTAGE OF USE SHOWN IN CONCEPT PLAN	MIN. PERCENTAGE OF USE	MAX. PERCENTAGE OF USE
SINGLE-FAMILY DETACHED	260.6	79%	75%	-
MULTI-FAMILY/TOWNHOMES	28.3	9%	-	25%
DETENTION, OPEN SPACE	41.8	-	-	-
RESIDENTIAL TOTAL	**330.7**	**89%**		
COMMERCIAL	10.1	25%	25%	-
RIGHT-OF-WAY	31.2	-	-	-
NON-RESIDENTIAL TOTAL	**41.3**	**11%**		
GRAND TOTAL	**372.1**	**100%**		

THIS EXHIBIT IS A REPRESENTATIVE, NOT DEFINITIVE, EXAMPLE OF LAND USES COMPLIANT WITH THE STROMBERG PUD SCENARIO 1.

PROJECT NO. XXXX-240035	DRAWN BY: NK
DATE: 02/20/2024	CHECKED BY: KH

GRAY ENGINEERING
8834 N. Capital of Texas Hwy.
Suite 140
Austin, Texas 78759
(512)452-0371
FAX(512)454-9933
TBPELS FIRM #2946

W:\PROJECTS\372 - JAYAWADA VENTURES LLC\TN\ STROMBERG\SHEETS\EXHIBITS\02020 HX STROMBERG PUD SUBMITTAL\02020 EXHIBIT CONCEPT PLAN.DWG DATE: 11/17/2023 4:09:42 PM BY: NICOLA.GO

EXHIBIT B - STROMBERG CONCEPT PLAN

SCENARIO 2

SCALE: 1"=300'
GRAPHIC SCALE IN FEET
0 150 300 450 600

50' PIPELINE EASEMENT
30' PIPELINE EASEMENT
SINGLE-FAMILY SF-1 79.3 AC.
TOWNHOMES SF-2 2.7 AC.
120' ARTERIAL
TRUCK COURT
BUILDING 1A 1,670,100 sf
2930'
COUNTY ROAD 132
DETENTION POND 8.7 AC.
COMMERCIAL B-2 4.8 AC.
69' COLLECTOR
TOWNHOMES SF-2 1.5 AC.
LIGHT INDUSTRIAL LI 157.1 AC.
BUILDING 3A 270,000 sf
1000'
BUILDING 3A 194,400 sf
720'
270'
BUILDING 2A 540,640 sf
1232'
COMMERCIAL B-2 3.4 AC.
MULTIFAMILY MF 17.3 AC.
SINGLE-FAMILY SF-1 29.9 AC.
COMMERCIAL B-1 2.5 AC.
136' ARTERIAL
MULTIFAMILY MF 14.6 AC.
TOWNHOMES SF-2 14.3 AC.

SUMMARY				
LAND USE	ACREAGE	PERCENTAGE OF USE SHOWN IN CONCEPT PLAN	MIN. PERCENTAGE OF USE	MAX. PERCENTAGE OF USE
SINGLE-FAMILY DETACHED	109.2	60%	75%	-
MULTI-FAMILY / TOWNHOMES	50.3	28%	-	25%
RIGHT-OF-WAY, OPEN SPACE	21.3	-	-	-
RESIDENTIAL TOTAL	**180.8**	**49%**		
NEIGHBORHOOD COMMERCIAL	5	3%	-	10%
GENERAL COMMERCIAL	8.2	4%	-	10%
LIGHT INDUSTRIAL	157.1	82%	80%	-
RIGHT-OF-WAY, OPEN SPACE	21.25	-	-	-
NON-RESIDENTIAL TOTAL	**191.6**	**51%**		
GRAND TOTAL	**372.3**	**100%**		

THIS EXHIBIT IS A REPRESENTATIVE, NOT DEFINITIVE, EXAMPLE OF LAND USES COMPLIANT WITH THE STROMBERG PUD SCENARIO 2.

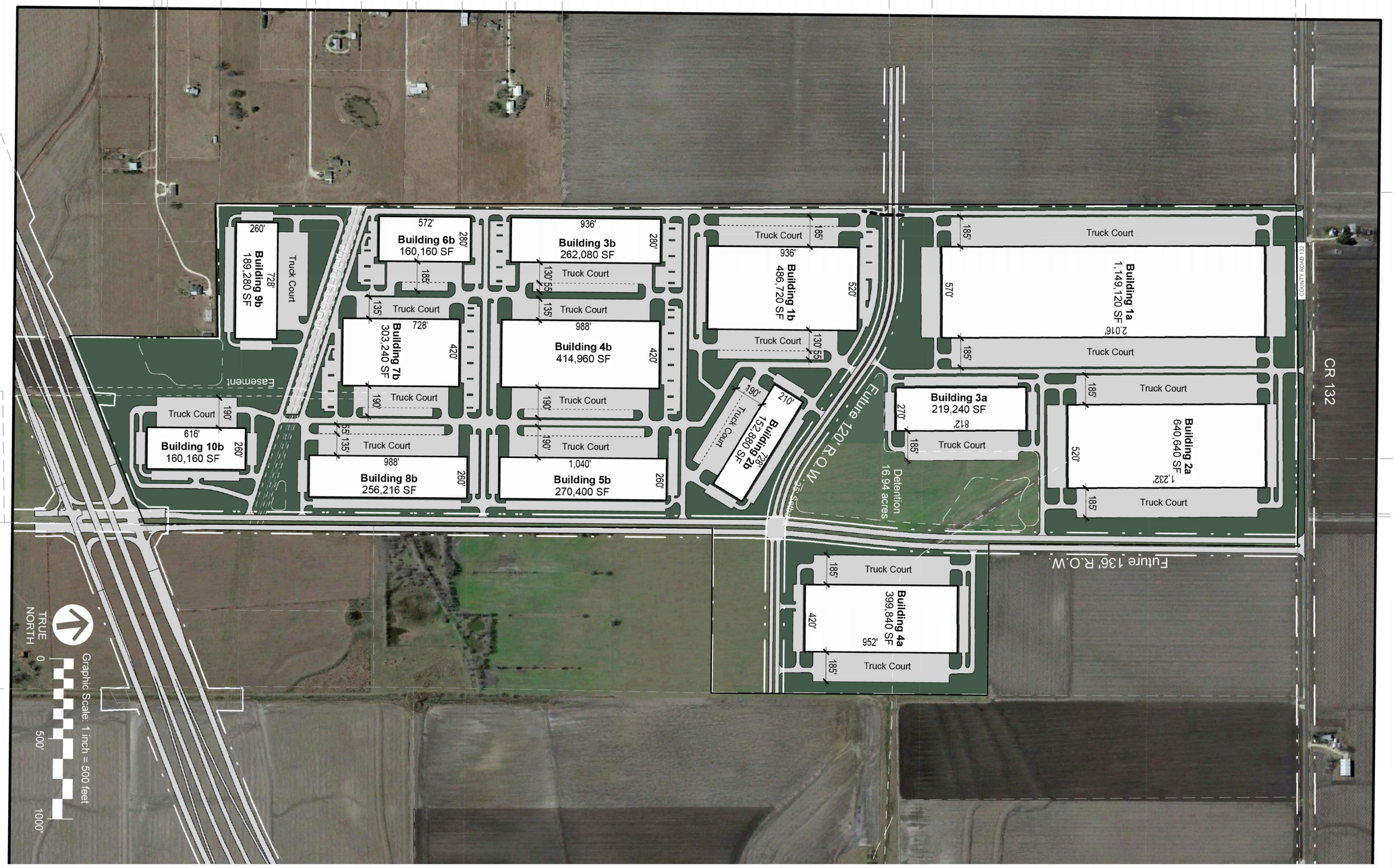
PROJECT NO. 240035	DRAWN BY: KH
DATE: 05/24/2024	CHECKED BY:

GRAY ENGINEERING
8834 N. Capital of Texas Hwy.
Suite 140
Austin, Texas 78759
(512)452-0371
FAX(512)454-9933
TBPELS FIRM #2946

H:\PROJECTS\1372 - JHX\MAKER VENTURES LLC\1 CTY\1 STROMBERG\ENTITLEMENTS\PUD\240035 STROMBERG PUD SUBMITTAL\BACKUP\240035 EXHIBIT CONCEPT PLAN_SCENARIO2.DWG DATE: 5/10/2024 11:34:43 AM BY: KHARRIS

EXHIBIT B - STROMBERG CONCEPT PLAN

SCENARIO 2



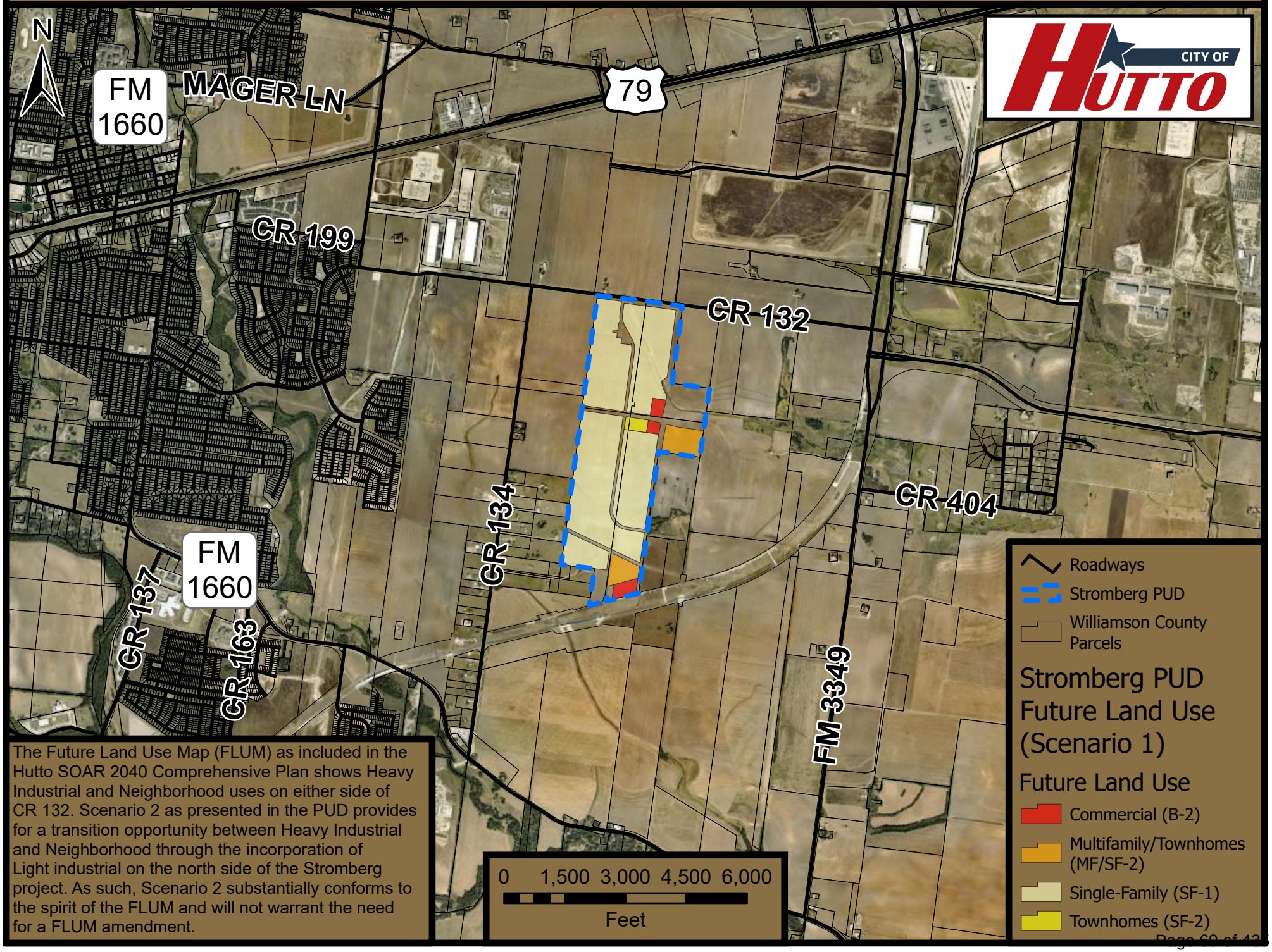
THIS EXHIBIT IS A REPRESENTATIVE, NOT DEFINITIVE, EXAMPLE OF LAND USES COMPLIANT WITH THE STROMBERG PUD SCENARIO 2.

PROJECT NO. 240035	DRAWN BY: KH
DATE: 03/25/2024	CHECKED BY:

GRAY ENGINEERING
8834 N. Capital of Texas Hwy.
Suite 140
Austin, Texas 78759
(512)452-0371
FAX(512)454-9933
TBPELS FIRM #2946

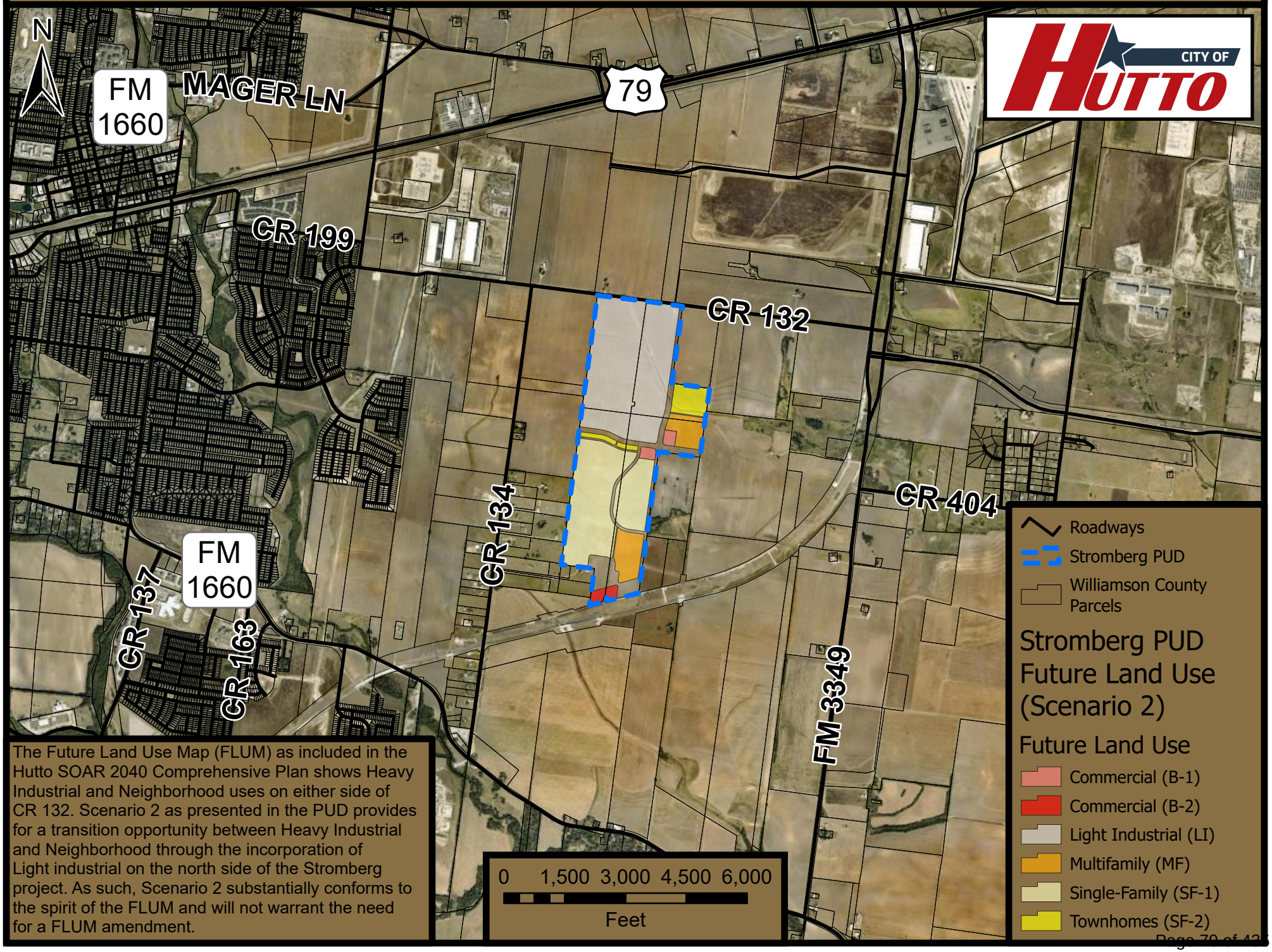
G:\PROPOSALS\2024\240035 - RAYMAKER VENTURES - STROMBERG\PLOTS\240035 STROMBERG PUD SUBMITTAL\240035_EXHIBIT CONCEPT PLAN_SCENARIO2.DWG, DATE: 4/2/2024 11:05:09 AM, BY: KHARRIS

Stromberg PUD Future Land Use (Scenario 1)



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

Stromberg PUD Future Land Use (Scenario 2)



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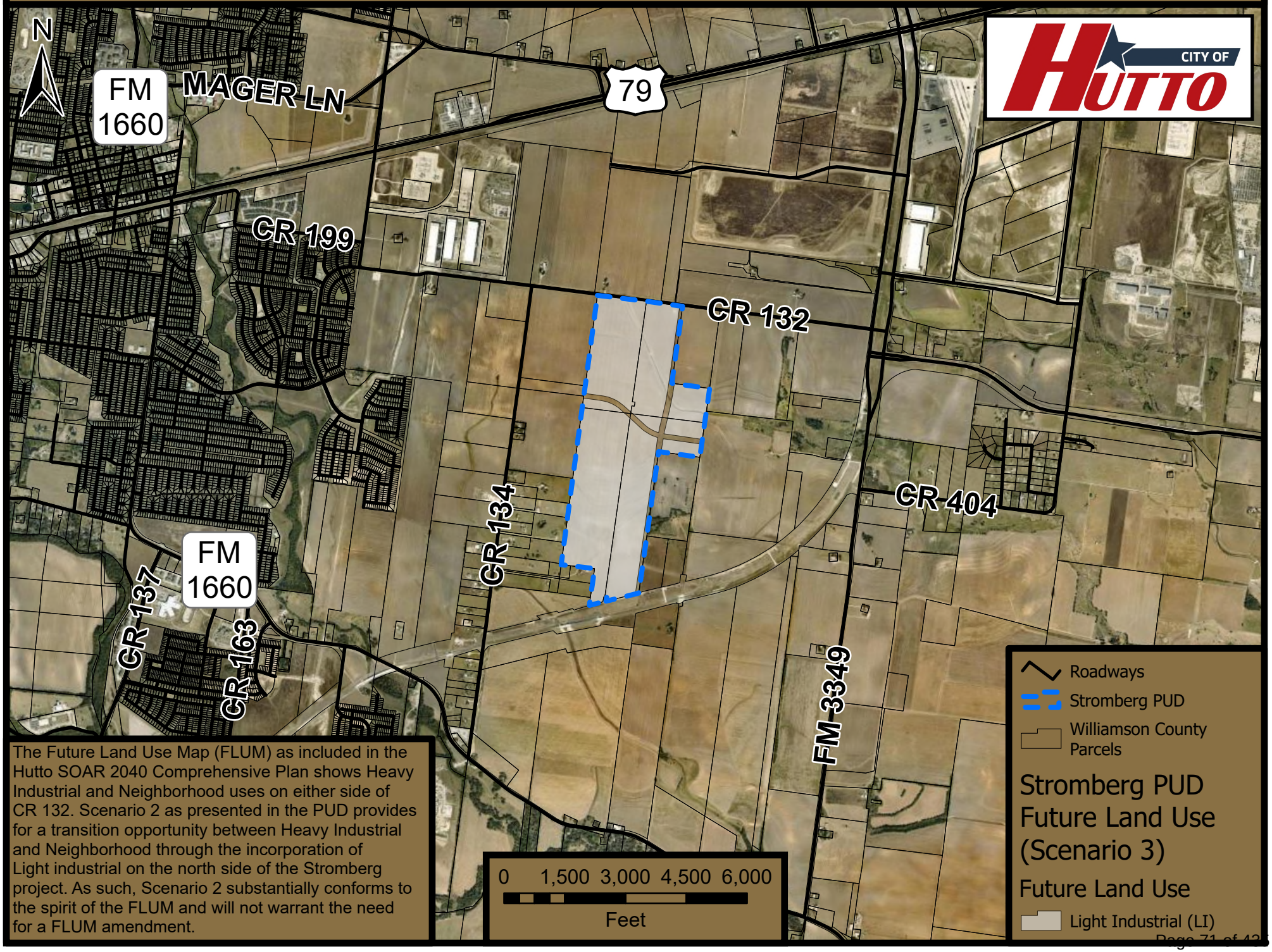
Stromberg PUD Future Land Use (Scenario 3)



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

Tim Holland

From: Matt Rector <Matt.Rector@HuttoTX.gov>
Sent: Friday, April 4, 2025 12:00 PM
To: Tim Holland
Cc: Seth Mearig; Austin Seifert
Subject: RE: Stromberg Preliminary Plat

Tim,

Yes, this is in line with our conversation this morning.

I'm okay with processing these items somewhat concurrently so that we can get the ball rolling. Just for absolute clarity, as discussed, we will not approve the plat until after the SER and trip generation and traffic improvement report are both completed and accepted.

Please include this email with your submittal so that city staff is aware of this direction and will be able to process your submittals.

Thank you,

Matt Rector
City Engineer
(512) 759-4025
City of Hutto

From: Tim Holland <THolland@grayengineeringinc.com>
Sent: Friday, April 4, 2025 11:32 AM
To: Matt Rector <Matt.Rector@HuttoTX.gov>
Cc: Seth Mearig <SMearig@grayengineeringinc.com>; Austin Seifert <aseifert@grayengineeringinc.com>
Subject: Stromberg Preliminary Plat

Matt-

Thank you for meeting with us this morning to discuss the Stromberg project. I think it was a very productive meeting. As we discussed, I am finalizing the updated SER application so that we will have an updated approval on file. I'll have that in either this afternoon or Monday morning. Additionally, GEI will begin working on a trip generation model for your records and following completion we can further discuss if any additional improvements, such as developer turn lanes, are warranted for the project in addition to the transportation plan level roadways. We also look forward to further discussions about how a district may be beneficial for funding additional major infrastructure projects in the area, such as CR 132 improvements.

As discussed, please respond to this email indicating that you approve of the City accepting our Preliminary Plat application while we work on the aforementioned items. We understand that the Preliminary Plat cannot be formally approved until these items are finalized.

Thanks,
Tim

Timothy M. Holland, P.E.
Senior Project Manager|Shareholder

Gray Engineering, Inc.
Consulting Engineers TBPELS Firm 2946
8834 N. Capital of Texas Highway, Suite 140
Austin, TX 78759
Phone: 512.452.0371
Cell: 512.413.8078

This email has been scanned for spam and viruses by Proofpoint Essentials. Click here to report this email as spam.

Mayor
Mike Snyder

Mayor Pro Tem
Peter Gordon

Council Members
Brian Thompson, Place 1
Dan Thornton, Place 2
Randal Clark, Place 3
Peter Gordon, Place 4
Evan Porterfield, Place 5
Amberley Kolar, Place 6

City Manager
James R Earp, CPM

April 22, 2025
Mr. Tim Holland, P.E.
Gray Engineering, Inc
8834 N Capital of Texas Hwy
Suite 140
Austin, TX 78759
tholland@grayengineeringinc.com

RE: Stromberg
Service Extension Request – Wastewater Utilities

Dear Mr. Holland

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

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

As noted on the application this SER response is only valid for 180 days. Once any approved development application expires the SER expires on that same date. This SER shall be provided with any site or infrastructure plan submittal to ensure that the provided plans comply with the SER.

We appreciate your patience as we are working to address the needs of your development while planning for future growth. Please feel free to contact us at (512) 759-4933 or email Roxanne.Flores@HuttoTX.gov with any questions.

Sincerely,

Matt Rector
City Engineer

Attachments:
SER Application

Project Understanding

It is understood that this project will of consist of 859 single family residential lots, 148.78 acres of light industrial, 14.67 acres of multifamily, 7.15 acres of commercial. The submitted data is reflected below in Table 1.

Table 1

Category	Data Provided
Living Unit Equivalent (LUE)	1613
Water Average Day Demand (ADD) - GPM	--
Water Peak Day Demand (PDD) – GPM	--
Water Peak Hour Demand (PHD) – GPM	--
Fire Flow Demand – GPM	--
Wastewater Average Dry Weather Flow (ADF) – GPM	--
Wastewater Peak Dry Weather Flow (PDF) – GPM	--
Wastewater Peak Wet Weather Flow (PWWF) - GPM	--

The data as calculated by City of Hutto is reflected below in Table 2.

Table 2

Category	Data Provided
Living Unit Equivalent (LUE)	1613
Water Average Day Demand (ADD) - GPM	--
Water Peak Day Demand (PDD) – GPM	--
Water Peak Hour Demand (PHD) – GPM	--
Fire Flow Demand – GPM	--
Wastewater Average Dry Weather Flow (ADF) – GPM	313.64
Wastewater Peak Dry Weather Flow (PDF) – GPM	1,002.30
Wastewater Peak Wet Weather Flow (PWWF) - GPM	1,195.05

The approximate project location is shown below in Figure 1.

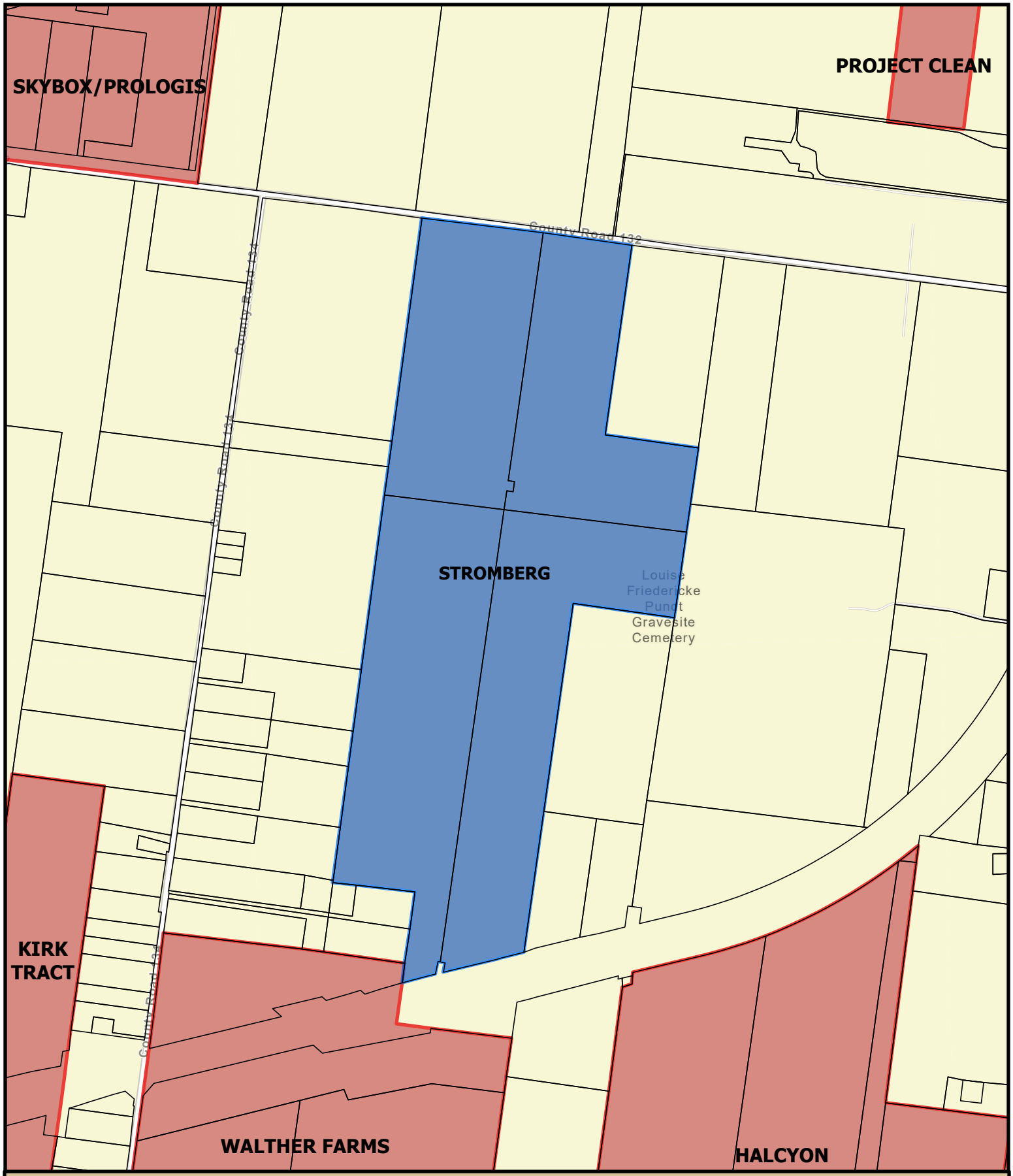


FIGURE 1

CITY OF HUTTO

N

Feet

0 500 1,000

As shown in the aerial imagery below in Figure 2 the area is bound by County Road 132 to the north, future South East Hwy to the south, large single-family parcels and undeveloped parcels to west, and undeveloped parcels to the east.

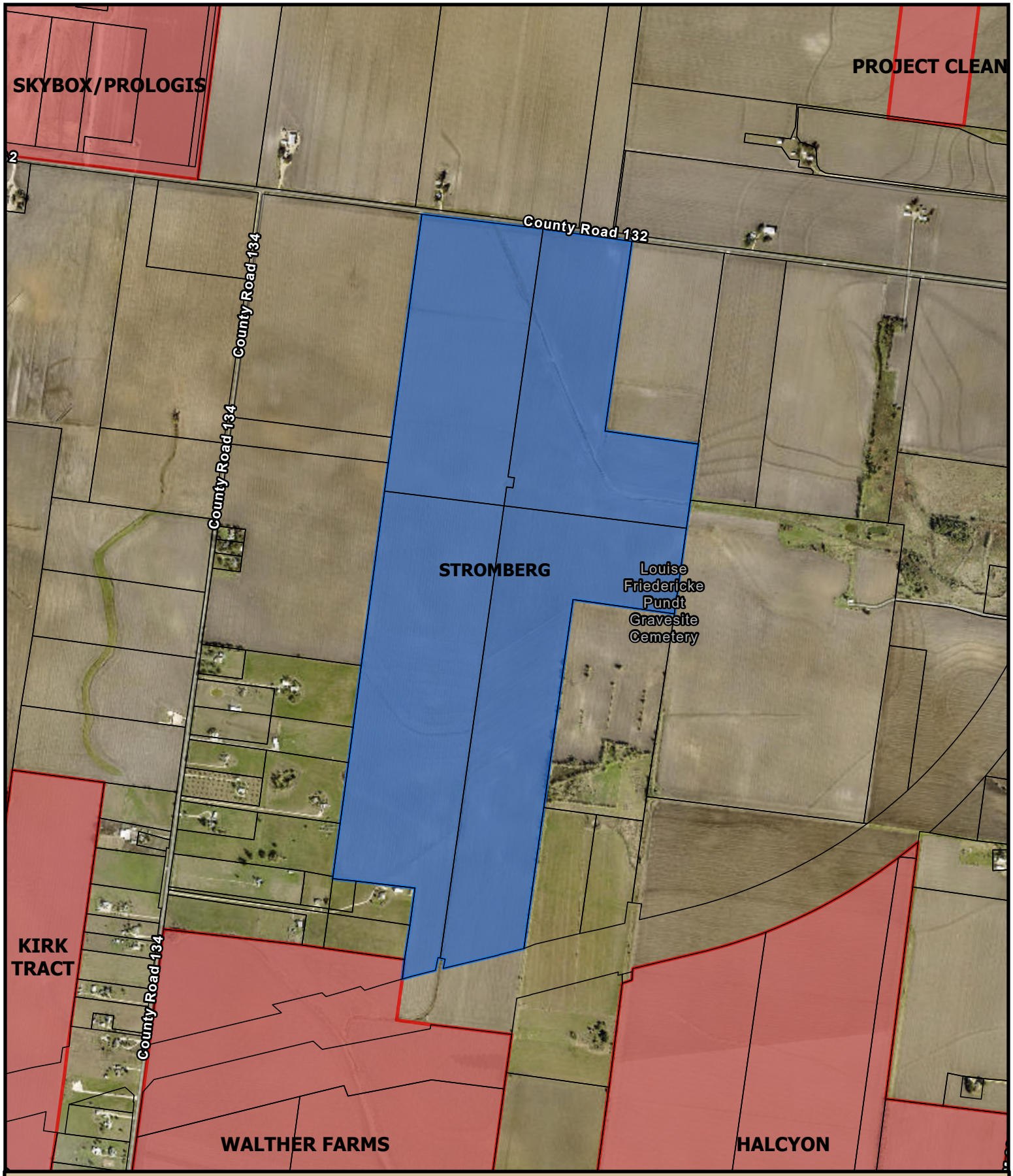


FIGURE 2

CITY OF HUTTO

N

Feet

0 500 1,000

System Requirements

Per the Hutto Utility Criteria manual all developments must extend utilities to their development as well as to the boundaries of their development for orderly future development. So, the utility system should be designed such that water and wastewater service is available to the adjacent parcels as described in this report.

As shown in Figure 3, wastewater flow from the development is proposed to be routed by gravity to the under construction 48” SE Interceptor via connection to under construction 7’ diameter manhole that will be on the north side of the future South East Hwy. The undeveloped parcels to the east will have access to wastewater service, this project will not be required to provide a wastewater stub to the east. This project will be required to provide wastewater stub to the undeveloped parcels to the west.

It should be noted that the city in determining this response did not perform a detailed analysis of the topography along this path. If the design engineer determines a better alternative to the one shown that can be determined through the detailed design process and must be approved by the City Engineer.

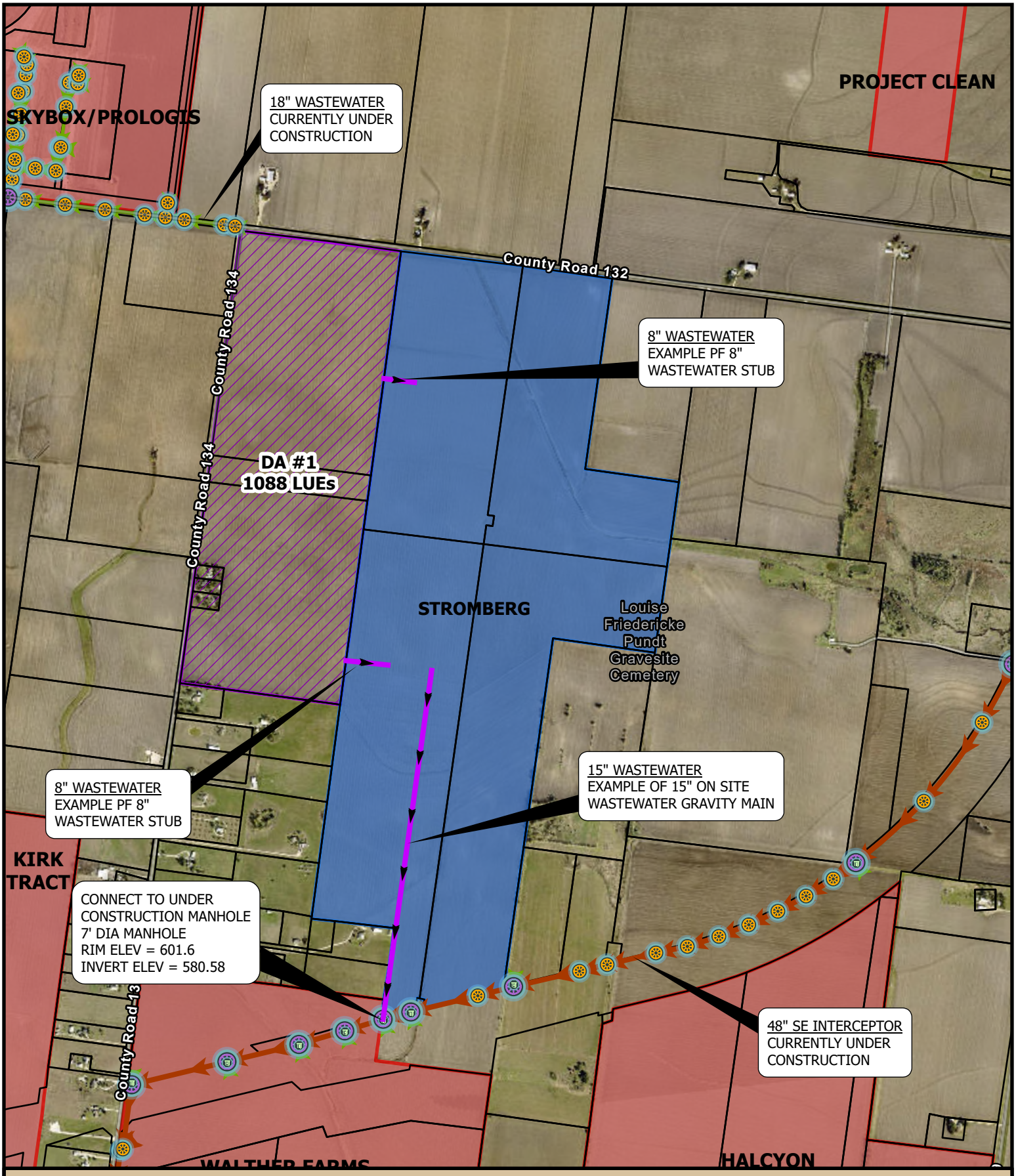


FIGURE 3

CITY OF HUTTO

N

Feet

0 500 1,000

Additional projects are needed 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
Construct 8” wastewater mains	Developer	Developer	TBD by developer
Construct 15” wastewater main(s)	Developer	Developer	TBD by developer
Construct the SE Interceptor	City	City	Spring 2027
Expansion of South WWTP	City	City	Summer 2026

Engineering Department
500 West Live Oak • Hutto, TX 78634 • Phone: (512) 759-4933
If you have any questions e-mail Roxanne.Flores@huttotx.gov

Service Extension Request Application and Submittal Checklist

PROJECT NAME: Stromberg

APPLICANT INFORMATION

Name: Tim Holland

Company Name: Gray Engineering, Inc.

Address: 8834 N Capital of Texas Hwy, Suite 140 Austin, TX 78759

Phone: (512) 677-6344 Email: tholland@grayengineeringinc.com

PROPERTY OWNER INFORMATION

Name: Jamie Dougherty

Company Name: WMV Hutto 390 DE LLC

Address: 3310 N Capital of Texas Hwy, Suite 202 Austin, TX 78759

Phone: (312) 375-7662 Email: jdougherty@waymakerventures.com

PROPERTY INFORMATION

Legal Description: Acres/Survey/Abstract No. AW0238 AW0238 - Farley, M. Sur

OR Lot_____ Block_____ Subdivision Name: _____

Total acreage 372 Percentage of acreage within city limits: 100 %

Water pressure zone: _____ Wastewater drainage basin: _____

Water provider: _____ Wastewater provider: City of Hutto

TYPE OF SERVICE REQUESTED: ☐ WATER ☒ WASTEWATER 1613 Total LUE's

Proposed use:

☒ Single family: # of units: 742 □ Duplex/Triplex/Fourplex: # of units: 117

☒ Multifamily: # of units: 175 □ Office: # square feet: _____

☒ Retail/Commercial: # square feet: Assume 725 LUE's

Water utility requirements: Peak Hour: _____ gpm; Peak Day _____ gpm

Highest fire flow requirements: _____ gpm for _____ hours at 20 psi.

Fire sprinkler system flow rates: _____ gpm for _____ hours at _____ minimum residual pressure.

Wastewater utility capacity requirements (peak wet weather flows with I & I): _____ gpm.

Requested city cost participation for water improvements: $_____ based on total construction cost of $ _____

Highest elevation on the land to be served by the Service Extension Request (SER): 645 above mean sea level.

Lowest elevation on the land to be served by the Service Extension Request (SER): 601 above mean sea level.

REQUIRED FOR SUBMITTAL

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

- □ Complete, signed application
- □ Applicant has coordinated with staff on submittal requirements
- □ Proof of ownership (copy of deed)
- □ All required fees may be provided by cash, credit card or check made payable to: City of Hutto □ Letter describing the proposed development
- □ Field notes and sketch of property by a registered professional land surveyor on (1) 8½" x 11"

CONDITIONS OF APPROVAL

- □ The level of service approved by this document does not imply commitment for land use.
- □ Service extension approvals automatically expire 180 days.
- □ LUEs shall be prepaid to reserve the capacity. The payment is required within 60 days of SER approval per R2024-012.
- □ Service extension requests are subject to the guidelines established in the Hutto City Code of Ordinances.
- □ Construction of all service extensions are subject to all utility guidelines and planning ordinances.
- □ If requested, the proposed improvements will be dedicated to the City of Hutto for ownership, operation, and maintenance.

GRAY ENGINEERING

O 512.452.0371 : F 512.454.9933
8834 North Capital of Texas Highway, Suite 140
Austin, Texas 78759 : www.grayengineeringinc.com

TBPELS 2946

March 10, 2025

City of Hutto Development Services
500 W. Live Oak Street
Hutto, Texas 78634

Re: Stromberg – Engineer's Summary Letter & Statement of Intent

Gray Engineering, Inc. (GEI) is pleased to submit the attached preliminary plat application for the proposed Stromberg subdivision. The Stromberg subdivision will consist of 859 single family residential lots, 148.78 acres of light industrial, 14.67 acres of multifamily, 7.15 acres of commercial and 44,166 linear feet of public roadways within 327.14 acres. The subject property is in Williamson County and the City of Hutto city limits. This site is bounded by CR 132 to the north and the future East WilCo Highway to the south, approximately one mile west of FM 3349.

This project is subject to the Stromberg PUD, Ordinance No. O-2024-039.

The site is relatively flat with elevations ranging from 600 to 645 feet above MSL. The existing site is used for agricultural purposes, therefore there are no significant trees and minimal vegetation present on site. According to the Federal Emergency Management Agency (FEMA) flood insurance rate map 48491C0520F, dated December 20, 2019, no portion of the site lies within the 100-year floodplain.

Access to the site will be provided from the north along CR 132, south by the future East WilCo Highway. A proposed arterial will bound the eastern property line and Carl Stern will bisect the property. Roads will be public and engineering design guidelines are per City of Hutto requirements. Roads are proposed to be asphalt paving.

Water will be designed per Jonah SUD standards with a connection to a 24" waterline on the north side of CR 132. Wastewater will be designed per City of Hutto standards and will connect to the SE Loop Interceptor within he East WilCo Highway ROW.

The site is located within the Brushy Creek watershed and drainage generally flows from north to south. Onsite drainage will be conveyed within the streets/storm sewer and then routed via earthen channels. Detention is proposed for the development to prevent an increase in peak flowrates for the 2, 10, 25, and 100-yr storm. Two detention ponds are proposed for the project. All channels, inlets, culverts, and storm pipes will be designed based on the Atlas 14 rainfall amounts. Street flow within local streets will be limited to the top of curb/crown elevation for 25yr storm event and will be contained within the ROW in the 100yr storm event. A drainage report has been provided with this submittal.

Permanent water quality is not required per the City of Hutto UDC. Temporary sedimentation control will be provided with rock berms, inlet protections, rock rip-rap, etc. as applicable.

At this time, parkland dedication will be provided by fee-in-lieu for this project.

GRAY ENGINEERING

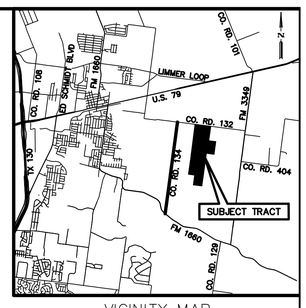
O 512.452.0371 : F 512.454.9933
8834 North Capital of Texas Highway, Suite 140
Austin, Texas 78759 : **www.grayengineeringinc.com**

TBPELS 2946

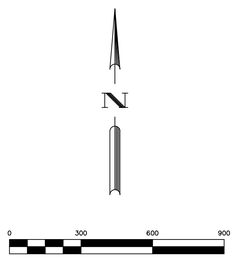
Feel free to contact me with any questions at 512-677-6344 or tholland@grayengineeeringinc.com.

Sincerely,

Timothy M. Holland, P.E.
Project Manager



VICINITY MAP
NOT TO SCALE



EDWARD RYAN SURVEY, ABSTRACT NO. 542

JACOB H. FREDENBURGH SURVEY, ABSTRACT NO. 237

THOMAS GREEN SURVEY, ABSTRACT NO. 740

JOHN KUYKENDALL SURVEY, ABSTRACT NO. 378

JAMES HICKMAN SURVEY, ABSTRACT NO. 291

MASSILLON FARLEY SURVEY, ABSTRACT NO. 238

CHARLES J. GERLACH SURVEY, ABSTRACT NO. 260

POINT OF BEGINNING

APPROXIMATE SURVEY LINE

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

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

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

S 82°28'37" E 942.94'

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

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

(2)-36" CMP

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

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

S 07°35'28" W 2,509.50'

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

S 07°55'23" W 1,924.48'
[S 07°35'28" W 1,924.18']

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

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

SEE DETAIL "C"

(4)-24" CMP

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

DETAIL "C"
NOT TO SCALE

WINDMILL & WATER WELL

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

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

APPROXIMATE SURVEY LINE

4 V.P.

S 07°55'58" W 1,716.50'
[S 07°35'23" W 1,716.41']

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

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

TOTAL
389.542 ACRES

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

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

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

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

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

CHARLES J. GERLACH SURVEY, ABSTRACT NO. 260

APPROXIMATE SURVEY LINE

DETAIL "B"
NOT TO SCALE

N 01°57'48" W 14.77'
26.87' N 07°55'35" E 2,152.98'
N 83°21'15" E 830.88'

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

3/4"

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

0.43'

328.57'
METAL FENCE

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

0.25'

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

610.16'

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

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

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

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

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

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

[542.42']
542.45'

SEE DETAIL "B"

((26.73'))
26.87'

SEE DETAIL "A"

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

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

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

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

2.46'

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

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

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

N 07°55'41" E 5,438.53'

8 W.F.

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

S 07°55'26" W 4,400.34'
[S 07°35'25" W 4,399.89']

PIPELINE SIGN NATURAL GAS
PIPELINE SIGN CRUDE OIL

APPROXIMATE SURVEY LINE

DETAIL "A"
NOT TO SCALE

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

"AS"

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

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

"RJ"

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

APPROXIMATE SURVEY LINE

METES AND BOUNDS DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESTRICTIVE COVENANT AND EASEMENT NOTES

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

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

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

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

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

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

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

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

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

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

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

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

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

10t. POSSIBLE GRAVE PER DOCUMENT NUMBER 2015046325 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

GENERAL NOTES

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. COMBINED SCALE FACTOR = 0.99988895.
2. THE PROPERTY LIES IN UNSHADED ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DELINEATED ON THE FLOOD INSURANCE RATE MAPS FOR WILLIAMSON COUNTY, TEXAS, MAP NUMBER 48491C0520F, REVISED DECEMBER 20, 2019.
3. THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, AND COUNTERSIGNED BY CAPSTONE TITLE UNDER FILE NO. 20211281, DATED EFFECTIVE FEBRUARY 07, 2022, AND ISSUED FEBRUARY 28, 2022.
4. NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WAS OBSERVED AT TIME OF SURVEY.
5. NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS WAS OBSERVED AT TIME OF SURVEY. THE SURVEYOR HAS NO KNOWLEDGE OF ANY PROPOSED CHANGES IN STREET RIGHT OF WAY LINES.

LEGEND

B.W.F.	BARBED WIRE FENCE
CMP	CORRUGATED METAL PIPE
CONC.	CONCRETE
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
FND.	FOUND
G.P.	GATE POST
G.R.	GUARD RAIL
H.W.F.	HOG WIRE FENCE
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.P.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
P.P.	POWER POLE
P.L.M.	PIPELINE MARKER
R.O.W.	RIGHT-OF-WAY
R.P.	REFLECTOR POST
V.P.	VERTICAL PIPE
W.W.	WATER WELL
( )	RECORD INFO. FOR DOCUMENT NO. 2018105369 O.P.R.W.C
[ ]	RECORD INFO. FOR DOCUMENT NO. 2018097245 O.P.R.W.C.
(( ))	RECORD INFO. FOR DOCUMENT NO. 2021147578 O.P.R.W.C.
{ }	RECORD INFO. FOR VOLUME 2643, PAGE 883 O.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
●"RJ"	FOUND 1/2" IRON ROD W/CAP "RJ SURVEYING"
●"MBC"	FOUND 1/2" IRON ROD W/CAP "MBC ENGINEERING"
●"AS"	FOUND 1/2" IRON ROD W/CAP "ALLSTAR 5729"
●"5781"	FOUND 1/2" IRON ROD W/CAP "RPLS 5781"
⊙	FOUND 3/4" IRON PIPE
✖	FOUND "X" IN CONCRETE
	EDGE OF ASPHALT
OHT	OVERHEAD TELEPHONE
OHP	OVERHEAD ELECTRIC
X	WIRE FENCE
//	BOARD FENCE
o	CHAIN LINK FENCE
10x.	SCHEDULE B ITEM NO.

To WMV Hutto 390 DE, LLC, ACORE Capital Mortgage, LP, a Delaware limited partnership, int its capacity as Administrative Agent for the Lenders, Fidelity National Title Insurance Company and Capstone Title:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items Items 1-4, 7(a), 9, 13, 16, 17 and 19 of Table A thereof. The field work was completed on October 25, 2021.

Date of Plat or Map: February 11, 2022
Revised: March 3, 2022

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
7000 NORTH MOPAC, SUITE 330
AUSTIN, TEXAS 78731
TELEPHONE: (512) 879-0400

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10106502

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ALTA/NSPS LAND TITLE SURVEY OF 389.542 ACRES OUT OF THE J. KUYKENDALL SURVEY, A-378 & AND THE M. FARLEY SURVEY, A-238 COUNTY ROAD 132, HUTTO WILLIAMSON COUNTY, TEXAS

PARTY CHIEF: C.T., J.C.		ISSUE DATE:	2/11/2022
TECHNICIAN:	M.G.	SCALE:	1"=300'
R.P.L.S.:	J.N.	JOB NUMBER:	9408-00
FIELD BOOK NAME:		86	
BASE FILE:	\\browngay.net\gfs\Regions\TXC\Projects\WayMaker\9408-00-Stromberg\SV\04_Finals\Drawings\9408-00 Stromberg ALTA		

SHEET 1 OF 1

ELECTRONICALLY RECORDED 2022029057
Williamson County, Texas Total Pages: 10

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Effective Date: March 7, 2022

Grantor: **M. Moore Family Farms, LLC**, a Texas limited liability company

Grantor's Mailing Address:

5000 Plaza on the Lake
Suite 180, Austin, Texas 78746

Grantee: **WMV Hutto 390 DE, LLC**, a Delaware limited liability company

Grantee's Mailing Address:

3310 N. Capital of Texas Highway
Suite 202
Austin, Texas 78746

Consideration: TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the undersigned.

Property ("Property", to include all property and property rights described in subsection A and B below):

A. Land: The land situated in the County of Williamson, Texas and described on the attached **Exhibit "A"**, together with all rights, privileges, and appurtenances, pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements and cooperative or association memberships (collectively the Land").

B. "Improvements":

(1) FARM and RANCH IMPROVEMENTS: The following permanently installed and built-in items, if any: windmills, tanks, barns, pens, fences, gates, sheds, outbuildings, and corrals.

Unofficial Document

Exceptions and Reservations to Conveyance and Warranty:

1. All matters shown on **Exhibit "B"** attached hereto and incorporated herein (collectively the "Permitted Exceptions").

2. Ad valorem taxes on the Property for the calendar year 2022 and subsequent years, the payment of which is assumed by Grantee.

EXCEPT FOR THE GRANTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS SET FORTH IN THE FARM AND RANCH CONTRACT DATED EFFECTIVE AUGUST 19, 2021 BY AND BETWEEN GRANTOR AND WAYMAKER VENTURES, LLC AND/OR ITS ASSIGNS (THE "CONTRACT"), AND IN THIS DEED, THE PROPERTY IS BEING SOLD IN ITS "AS IS, WHERE IS" CONDITION, AND "WITH ALL FAULTS", AND GRANTOR HAS LITTLE, IF ANY, KNOWLEDGE OF THE PHYSICAL OR ECONOMIC CHARACTERISTICS THEREOF. ACCORDINGLY, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE CONTRACT, GRANTOR IS NOT MAKING AND HAS NOT MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE (OTHER THAN GRANTOR'S SPECIAL WARRANTY OF TITLE TO BE SET FORTH HEREIN), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, OPERATING HISTORY OR PROJECTIONS, VALUATION, OBTAINING ALL NECESSARY AND APPROPRIATE GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PROPERTY WITH GOVERNMENTAL LAWS, THE TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED BY OR ON BEHALF OF GRANTOR TO GRANTEE, OR ANY OTHER MATTER OR THING REGARDING THE PROPERTY. GRANTEE HEREBY WAIVES AND FOREVER RELINQUISHES ANY CAUSE OF ACTION, CLAIM, DEMAND OR LIABILITY OF GRANTEE WITH RESPECT TO ANY REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED, VERBAL OR IN WRITING, PERTAINING TO THE PROPERTY OR ARISING IN CONNECTION WITH THE TRANSACTION CONTEMPLATED BY THE CONTRACT TO THE FULLEST EXTENT ALLOWED BY LAW.

GRANTEE ACCEPTS THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS." EXCEPT FOR GRANTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS SET FORTH IN THE CONTRACT, AND EXCEPT FOR THE SPECIAL WARRANTY OF TITLE CONTAINED HEREIN, AND EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE CONTRACT, GRANTEE HAS NOT RELIED AND WILL NOT RELY ON, AND GRANTOR IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO MADE OR FURNISHED BY GRANTOR OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT GRANTOR, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, VERBALLY OR IN WRITING.

GRANTEE REPRESENTS TO GRANTOR THAT GRANTEE HAS CONDUCTED, PRIOR TO THE DATE HEREOF, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS GRANTEE DEEMS NECESSARY TO SATISFY ITSELF AS TO MATTERS AFFECTING DEVELOPMENT, USE, ZONING, SUBDIVISION AND TITLE, THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ALL MATTERS AFFECTING THE PROPERTY AND THE IMPROVEMENTS THEREON, IF ANY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF GRANTOR OR ITS AGENTS OR EMPLOYEES. GRANTEE ASSUMES THE RISK THAT ADVERSE MATTERS MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INVESTIGATIONS, AND GRANTEE, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED AND RELEASED GRANTOR AND ALL ITS SUCCESSORS, ASSIGNS AND ALL OF ITS AGENTS, EMPLOYEES, PARTNERS, CONSULTANTS AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH GRANTEE MIGHT HAVE ASSERTED OR ALLEGED AGAINST GRANTOR AT ANY TIME REGARDING THE PROPERTY AND THIS TRANSACTION TO THE FULLEST EXTENT ALLOWED BY LAW. BUT FOR GRANTEE'S AGREEMENT TO PURCHASE THE PROPERTY IN IT'S "AS-IS", "WHERE-IS" STATE AND CONDITION, GRANTOR WOULD NOT HAVE AGREED TO SELL THE PROPERTY TO GRANTEE ON THE TERMS AND CONDITIONS SET FORTH IN THE CONTRACT. GRANTEE REPRESENTS AND WARRANTS TO GRANTOR THAT GRANTEE IS A SOPHISTICATED, EXPERIENCED AND KNOWLEDGEABLE PURCHASER OF REAL ESTATE AND IS EXPERIENCED IN PURCHASING PROPERTIES OF THE NATURE OF THE PROPERTY.

Grantor, for the Consideration, and subject to the Exceptions and Reservations to Conveyance and Warranty, and the Permitted Exceptions, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and hold it to Grantee, Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through or under Grantor, but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

(Signatures Appear on the Following Page)

Unofficial Document

(Signature Page-Special Warranty Deed)

Executed to be effective this 7th day of March, 2022.

GRANTOR:

M. Moore Family Farms, LLC
a Texas limited liability company

By: Catherine Toran
Catherine Toran
Manager

STATE OF TEXAS *
*
COUNTY OF Travis *

This instrument was acknowledged before me on the 4 day of March, 2022, by Catherine Toran, Manager of M. Moore Family Farms, LLC, a Texas limited liability company, on its behalf.

TRAVIS J SMITH
Notary Public, State of Texas
My Commission Expires
October 30, 2024
NOTARY ID 13275698-0

Notary Public, in and for the State of Texas

AFTER RECORDING, RETURN TO:

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

Unofficial Document

EXHIBIT "A"
LEGAL DESCRIPTION

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

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

THENCE, with the south right-of-way line of said County Road 132 and north line of said M. Moore Family Farms194.88-acre tract, S 82°45'42" E a distance of 1,227.06 feet to a 1/2-inch iron rod with cap stamped "RJ SURVEYING" found at the northeast corner of said M. Moore Family Farms 194.88-acre tract, at the northwest corner of the above described M. Moore Family Farms 194.58-acre tract, for an angle point on the north line of the herein described tract, from which a 1/2-inch iron rod with cap stamped "MBC ENGINEERS" found on the east lineof said M. Moore Family Farms 194.88-acre tract and the west line of said M. Moore Family Farms 194.58-acre tract, bears S 07°55'28" W a distance of 2,509.50 feet; THENCE, continuing with the south right-of-way line of said County Road 132 and with the north line of said M.Moore Family Farms 194.58-acre tract, S 82°30'03" E a distance of 898.10 feet to a 1/2-inch iron rod with cap stamped "MBC ENGINEERS" found at the northeast corner of said M. Moore Family Farms 194.58-acre tract, at the northwest corner of a called 41.2-acre tract of land as conveyed to Cynthia Krueger by Executor's Deed recordedin Document Number 2015046325 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, from which a 3/4-inch pipe found on the south right-of-way line of said CountyRoad 132, at the northeast corner of said Cynthia Krueger 41.2-acre tract, at the northwest corner of a called 36.13-acre tract of land as conveyed to Morris Wayne Krueger and Michael Ray Krueger by Deed of Gift recorded in Volume 656, Page 142 of the Official Records of Williamson County, Texas, bears S 82°28'37" E a distance of 942.94 feet;

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

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

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

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

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

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

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

THENCE, with the west line of said M. Moore Family Farms 194.88-acre tract, N 07°57'02" E, pass a 1/2-inch ironrod found 2.46 feet left at a distance of 959.72 feet, and continuing on for a total distance of 1,331.28 feet to a 1/2-inch iron rod found at an interior corner of said M. Moore Family Farms

Unofficial Document

194.88-acre tract, at the northeast corner ofa called 7.100-acre tract of land as conveyed to Gabriel M. and Mirna Espino by Warranty Deed with Vendor's Lien recorded in Document Number 2018067702 of the Official Public Records of Williamson County, Texas, for an interior corner on the west line of the herein described tract, from which a 1/2-inch iron rod with cap stamped "ALLSTAR 5729" bears S 65°55'58" W a distance of 3.34 feet;

THENCE, with a south line of said M. Moore Family Farms 194.88-acre tract and the north line of said Espino 7.100-acre tract, N 83°21'15" W a distance of 830.88 feet to a 1/2-inch iron rod found at an exterior corner of said M. Moore Family Farms 194.88-acre tract, at an angle point on the east line of a called 2.100-acre tract of land as conveyed to Brieanna Monique Fernandez by Special Warranty Deed recorded in Document Number 2021147578 ofthe Official Public Records of Williamson County, Texas, at the northwest corner of the remainder of a called 3.888- acre tract of land as conveyed to Gabriel M. and Mirna Espino by General Warranty Deed recorded in Document Number 2018067712 of the Official Public Records of Williamson County, Texas, for an exterior corner on the westline of the herein described tract, from which a 1/2-inch iron rod with cap stamped "ALLSTAR 5729" bears N 01° 57'48" W a distance 14.77 feet;

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

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

Unofficial Document

EXHIBIT "B"

1. Subject to any and all rights and privileges existing or which may later exist by virtue of that portion of the property being used as a cemetery; including, but not limited to, the rights to sepulcher and interment and to the rights of ingress and egress in and to the said cemetery; as disclosed by Deed dated September 24, 1902, recorded in Volume 102, Page 307, Deed Records of Williamson County, Texas and as shown on survey dated 02/11/2022 by Jonathan O. Nobles RPLS 5777.

2. Pipeline Easement dated February 11, 1981, granted to Seminole Pipeline Company, recorded in Volume 828, Page 128, Deed Records of Williamson County, Texas, as affected by assignment recorded in Volume 848, Page 291, Deed Records of Williamson County, Texas.

3. All rights, terms, conditions and stipulations contained in that certain Temporary Work Space Agreement dated May 21, 1992, evidenced in Subordination of Lien to a Grant of Easement and Temporary Work Space, executed by Donald T. Wallin, Gary I. Wallin and Gerard T. Wallin, in favor of Seminole Pipeline Company, recorded in Volume 2220, Page 803, Official Records of Williamson County, Texas.

4. Easement Agreement executed by LPL-PTM Land, LLC granted to Seminole Pipeline Company, LLC for the purpose of a pipeline easement, recorded under Document No. 2015090545, Official Public Records of Williamson County, Texas and as shown on survey dated 02/11/2022 by Jonathan O. Nobles RPLS 5777.

5. Permanent Easement Agreement executed by LPL-PTM Land, LLC, granted to Enterprise Crude Pipeline, LLC, for the purpose of a pipeline easement, recorded under Document No. 2016072554, Official Public Records of Williamson County, Texas and as shown on survey dated 02/11/2022 by Jonathan O. Nobles RPLS 5777.

6. An ingress and egress easement and right-of-way to and from water well, recorded in Volume 232, Page 91, and Volume 259, Page 176, Deed Records, Williamson County, Texas.

7. An electric transmission and/or distribution line easement granted to Texas Power & Light Company, recorded in Volume 286, Page 351, Deed Records, Williamson County, Texas.

8. A pipeline easement and right-of-way granted to Jonah Water Supply Corp., recorded in Volume 597, Page 991, Deed Records, Williamson County, Texas.

9. A pipeline easement and right-of-way granted to Jonah Water Supply Corp., recorded in Volume 598, Page 8, Deed Records, Williamson County, Texas.

10. A pipeline easement granted to Seminole Pipeline Company, recorded in Volume 830,

Unofficial Document

Page 364, Deed Records, Williamson County, Texas, and being further affected by that certain Supplemental Pipeline Right- of- Way Agreement, recorded in Volume 2174, Page 461, Official Records, Williamson County, Texas.

11. Easement Agreement granted to Seminole Pipeline Company, LLC, recorded under Document No, 2015079038, Official Public Records, Williamson County, Texas and as shown on survey dated 02/11/2022 by Jonathan O. Nobles RPLS 5777.

12. Permanent Easement Agreement granted to Enterprise Crude Pipeline, LLC, recorded under Document No. 2015100565, Official Public Records, Williamson County, Texas and as shown on survey dated 02/11/2022 by Jonathan O. Nobles RPLS 5777.

13. Matters contained in that certain City of Hutto Resolution, dated August 2, 1982, recorded in Volume 885, Page 64, Deed Records, Williamson County, Texas, which provides for, among other things, a resolution accepting property in the extraterritorial jurisdiction of the City of Hutto.

14. Inclusion within Lower Brushy Creek WCID.

15. Possible Grave per Document Number 2015046325 of the Official Public Records of Williamson County, Texas and as shown on survey dated 02/11/2022 by Jonathan O. Nobles RPLS 5777.

16. Any right, claim or assertion of title by the adjoining land owner in and to that strip of land located between the property line and the inset of fence as shown on survey dated 02/11/2022 by Jonathan O. Nobles RPLS 5777.

Unofficial Document

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2022029057

Pages: 10 Fee: $58.00
03/07/2022 04:10 PM
MBARRICK

Nancy E. Rister, County Clerk
Williamson County,Texas

Unofficial Document

Parks and Recreation Department
500 West Live Oak • Hutto, TX 78634 • Phone: (512) 759-4000
E-Mail: Jeff.White@huttotx.gov

Parkland Letter of Intent

PROJECT NAME: Stromberg

PROJECT ADDRESS: CR 132, Hutto, TX 78634

Total acreage 372 Proposed zoning PUD

Location: CR 132, Hutto, TX 78634

☒ PUD ☐ Preliminary Plat ☐ Final Plat

Parkland Contribution

All parkland dedication and or fees in lieu of dedication shall be in conformance with 10.609 of Hutto's Unified Development Code, as amended. Potential parkland dedication must be approved by the Parks and Recreation Director or designated agents at the conceptual plan stage, and approved by the Parks Advisory Board and Parks and Recreation Director at the preliminary plat stage.

Number of park acres *required* to be conveyed: Will depend on development as part of PUD

Number of park acres *proposed* to be conveyed: Will depend on development as part of PUD

AND / OR

Amount required for Fee in Lieu of Parkland Conveyance:
As defined in City of Hutto Fee Schedule, as appropriate

Property owner or authorized agent

Signature: Kristal L. Harris

Printed Name: Kristal Harris Date: 6/5/2026

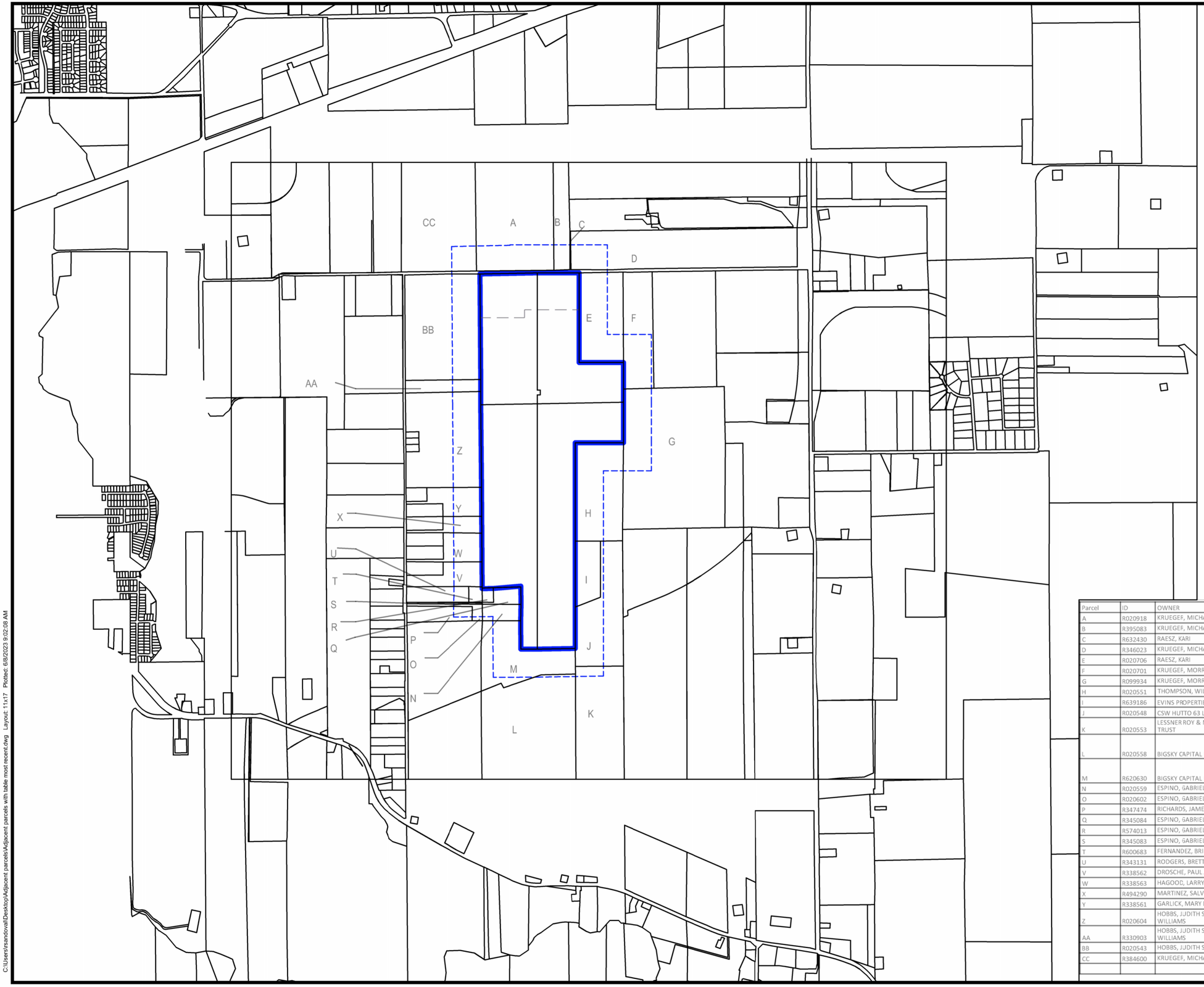
Contact Person: Kristal Harris

Phone: (512) 757-4111 Fax: Email: kharris@gray-civil.com

Parks Director Signature: _____

Parks Advisory Board approval date, ifapplicable: _____

Setpember 2023



300' Offset from Property Boundary
Property Boundary
Parcels

Parcel	ID	OWNER	MAILING ADDRESS
A	R020918	KRUEGEF, MICHAEL RAY	4551 COUNTY ROAD 132 HUTTO, TX 78634-4451
B	R395083	KRUEGEF, MICHAEL RAY	4551 COUNTY ROAD 132 HUTTO, TX 78634-4451
C	R632430	RAESZ, KARI	4900 CR 101 ¯AYLOR, TX 76574
D	R346023	KRUEGEF, MICHAEL RAY	4551 COUNTY ROAD 132 HUTTO, TX 78634-4451
E	R020706	RAESZ, KARI	4900 CR 101 ¯AYLOR, TX 76574
F	R020701	KRUEGEF, MORRIS W & MICHAEL R	4551 COUNTY ROAD 132 HUTTO, TX 78634-4451
G	R099934	KRUEGEF, MORRIS W & MICHAEL R	4551 COUNTY ROAD 132 HUTTO, TX 78634-4451
H	R020551	THOMPSON, WILLIAM ET AL	5505 EXETER ɔR AUSTIN, TX 78723
I	R639186	EVINS PROPERTIES LP	12405 SPLIT RAIL CV AUSTIN, TX 78750
J	R020548	CSW HUTTO 63 LP	1703 W 5TH ST #STE 850 AUSTIN, TX 78703
K	R020553	LESSNER ROY & MARY WYNETTE TRUST	12601 FM 1660 TAYLOR, TX 76574
L	R020558	BIGSKY CAPITAL LTD ET AL	C/O WALTHEł FAMILY GP LLC/ ATTN: CLAYTON WALTHER 9409 MANITOU SPRINGS LN AUSTIN, TX 78717
M	R620630	BIGSKY CAPITAL LTD ET AL	C/O WALTHEł FAMILY GP LLC/ ATTN: CLAYTON WALTHER 9409 MANITOU SPRINGS LN AUSTIN, TX 78717
N	R020559	ESPINO, GABRIEL M & MIRNA	1335 COUNTY RD 134 HUTTO, TX 78634
O	R020602	ESPINO, GABRIEL M & MIRNA	1335 COUNTY RD 134 HUTTO, TX 78634
P	R347474	RICHARDS, JAMES R	1345 COUNTY ROAD 134 HUTTO, TX 78634-5213
Q	R345084	ESPINO, GABRIEL M & MIRNA	1335 COUNTY RD 134 HUTTO, TX 78634
R	R574013	ESPINO, GABRIEL M & MIRNA	1335 COUNTY RD 134 HUTTO, TX 78634
S	R345083	ESPINO, GABRIEL M & MIRNA	1335 COUNTY RD 134 HUTTO, TX 78634
T	R600683	FERNANDEZ, BRIEANNA MONIQUE	1329 COUNTY ROAD 134 HUTTO, TX 78634
U	R343131	RODGERS, BRETT A	1325 COUNTY ROAD 134 HUTTO, TX 78634-5213
V	R338562	DROSCHE, PAUL J	1415 COUNTY ROAD 309 LEXINGTON, TX 78947
W	R338563	HAGOOD, LARRY J & MARVEL L	985 COUNTY ROAD 134 HUTTO, TX 78634-5212
X	R494290	MARTINEZ, SALVADOR, Jr	415 WIMBERLEY ST HUTTO, TX 78634
Y	R338561	GARLICK, MARY DOLORES	931 CR 134 HUTTO, TX 78634-5212
Z	R020604	HOBBS, JUDITH S & STORMI L WILLIAMS	701 COUNTY ROAD 134 HUTTO, TX 78634-5211
AA	R330903	HOBBS, JUDITH S & STORMI L WILLIAMS	701 COUNTY ROAD 134 HUTTO, TX 78634-5211
BB	R020543	HOBBS, JUDITH S & DOYLE E JR	701 COUNTY ROAD 134 HUTTO, TX 78634-521
CC	R384600	KRUEGEF, MICHAEL RAY	4551 COUNTY ROAD 132 HUTTO, TX 78634-4451

STROMBERG
HUTTO, TEXAS

WAYMAKER VENTURES

C:\Users\rsandoval\Desktop\Adjacent parcels\Adjacent parcels with table most recent.dwg Layout: 11x17 Plotted: 6/8/2023 9:02:08 AM

Outlook

Stromberg Planned Unit Development

From gabe espino <gabeespino@gmail.com>
Date Sun 6/28/2026 9:17 PM
To Planning <Planning@huttotx.gov>

Some people who received this message don't often get email from gabeespino@gmail.com. Learn why this is important

We object

We have not seen any images or design of fence or sound barrier between our property and the subdivision. We want to make sure there are no gaps in the fence for future roads.
Our concern is having traspassors every day. Currently we have had several trespassers coming on to our property. For example the survey company that was hired by the subdivision has no right to be on our property. Also have had concrete trucks coming up our road causing damage. They are also trespassing and trying to reach the construction site from our road. We do not want people from subdivision thinking they can come and ride their dirt bikes on our property.

From: gabe espino
To: Planning
Subject: Stromberg Planned Unit Development
Date: Monday, June 29, 2026 3:15:04 PM

Some people who received this message don't often get email from gabeespino@gmail.com. Learn why this is important

We object

We have not seen any images or design of the fence or sound barrier between our property and the subdivision. We want to make sure there are no gaps in the fence for future roads.
Our concern is having traspassors every day. Currently we have had several trespassers coming on to our property. For example the survey company that was hired by the subdivision has no right to be on our property. Also have had concrete trucks coming up our road causing damage. They are also trespassing and trying to reach the construction site from our road. We do not want people from subdivision thinking they can come and ride their dirt bikes on our property.

We object because how is the subdivision getting water if we can't get water aprovel from Johna water for our property.

Gabriel and Mirna
1335 county Road 134 Hutto Texas.

AGENDA ITEM REPORT
10.1.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2026-157 authorizing the City Manager to execute a change order #2 with Liberty Civil Construction, LLC for an additional cost of $103,476.87 and 36 additional days for the modifications to the Legends of Hutto Drainage Improvements Phase I project (CIP D01-2024). (Kate Moriarty)
Meeting:	Thursday, August 6, 2026
Department:	Engineering /
Staff Contact:	Kate Moriarty

ITEM SUMMARY:

During construction of the Legends of Hutto Drainage Improvements Project, the contractor identified a conflict between the proposed retaining wall and an existing waterline that was not reflected on any City as-built records, utility mapping, or identified during the subsurface utility engineering (SUE) investigation performed as part of the design process. During the redesign effort, an existing wastewater line was also identified as a constraint requiring accommodation.

To avoid impacts to the existing infrastructure, WSB redesigned the retaining wall. The revised design requires additional excavation, slope paving, and reinforced concrete associated with the retaining wall. The utility conflict appears to be the result of historical utility infrastructure that was accepted by the City without corresponding record drawings being incorporated into the City's permanent records.

Change Order No. 2 provides compensation for the additional work required to construct the redesigned retaining wall and adds thirty-six (36) calendar days to the contract time to complete the revised work.

FISCAL NOTES:

A budget amendment was Included in the June 18, 2026 agenda and below is the proposed recording of the change orders:

Series 2024 CO (31)
Account Number: 31-040-060-6656
Account Name: D01 Legends of Hutto Drainage
Budgeted Amount: $5,724,531
Amount Available: $1,405,439
Requested Amount: $103,477 change order #2
Requested Amount: $152,512 change order #3 (another item on this agenda)

AGENDA ITEM REPORT
10.1.

Amount Remaining: $1,149,450

ATTACHMENTS:

1. Legends_of_Hutto_Drainage_Ditches_Project_map
2. 20260727 Hutto RES Legends Hutto CO#2 Liberty Civil
3. COH Change Order 2 - RFI 1 - Pond Revisions REV 1
4. LOH RF1
5. RFI 1 - Existing Conflict - Retaining Wall - Response
6. CO 2 Schedule
7. Form 1295 Certificate_Redacted

Legends of Hutto Drainage Ditches Project

RESOLUTION NO. R-2026-###

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING CHANGE ORDER REQUEST NO. 2 WITH LIBERTY CIVIL CONSTRUCTION, LLC IN THE AMOUNT OF $103,476.87 AND 36 ADDITIONAL DAYS FOR THE MODIFICATIONS FOR THE LEGENDS OF HUTTO DRAINAGE IMPROVEMENTS PROJECT (CIP 2026-040-PD-02); 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, between the City of Hutto and Liberty Civil Construction, LLC, in the amount of $103,476.87 and 36 additional days for the modifications to the Legends of Hutto Drainage Improvements Phase 1 project (CIP D01-2024); and

WHEREAS, the City Council desires to authorize the City Manager to execute Change Order No. 2, 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 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: 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 6th day of August, 2026, on a vote of ____ AYES; _____ NAYS; and _____ ABSTENTIONS.

CITY OF HUTTO, TEXAS:

_____
Mike Snyder, Mayor

ATTEST:

_____
Laura Hallmark, City Secretary

CITY OF HUTTO ENGINEERING

Change Order No. __2__

Project Name: LEGEND OF HUTTO DRAINAGE IMPROVEMENTS PH 1	**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: 07/24/26
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: 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 as submitted with RFI 1 on 2/9/26. The preliminary revision submitted 7/15/26 adjusts the pond grading and shifts the retaining wall to avoid existing utility conflicts. The retaining wall was revised and shifted, and the pond was deepened.

Item #	Description Of Changes	Change in Contract Price	Change in Contract Time
1	MOBILIZATION	$6000.00	+0 DAYS
2	SILT FENCE	$308.00	+1 DAYS
3	POND EXCAVATION	$79,530.00	+14 DAYS
4	POND EMBANKMENT	$10,513.49	+2 DAYS
4	SLOPE PAVING	$33,810.00	+12 DAYS
5	RETAINING WALL – DEDUCT	-$(84,000.00)	-20 DAYS
6	RETAINING WALL WITHOUT KEY	$47,701.50	+15 DAYS
7	BLOCK SOD	$6,600.00	+7 DAYS
8	P&P BOND PREMIUM	$1,506.94	+0 DAYS
9	BUILDERS RISK PREMIUM	$1,506.94	+0 DAYS
10	SUBMITTED WEATHER DAYS	$0.00	+5 DAYS
11	LOST DAYS SINCE THE CRITICAL PATH DELAY **(Please note that this has zero added days if approved with CO 3 and Liberty can proceed with improvements by 8/10/26. The lost time is picked up in CO 3 currently.)**	$0.00	+0DAYS
	Difference Net =	**$103,476.87**	**36 DAYS**

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

Contract Price prior to this Change Order: $_____3,706,150.99_____	**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: $_____103,476.87_____	**Net Increase of this Change Order** _____36_____ days
Revised Contract Price with all approved Change Orders: $____3,809,627.86_____	**Revised Contract Time with all approved Change Orders** Substantial (days and date): 330 DAYS | 12/11/2026 Final (days and date): 361 DAYS | 01/11/2027

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:** 7/25/26

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 REV 1

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

7/24/2026

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 as submitted with RFI 1 on 2/9/26. The preliminary revision submitted 7/15/26 adjusts the pond grading and shifts the retaining wall to avoid the existing utility conflicts. The retaining wall was revised and shifted, and the pond was deepened.

ITEM #	Description	QTY	UNIT	UNIT $	AMOUNT
1	EARTH CREW MOBILIZATION	1	LS	$ 6,000.00	$ 6,000.00
2	SILT FENCE	70	LF	$ 4.40	$ 308.00
3	POND EXCAVATION	2,651	CY	$ 30.00	$ 79,530.00
4	POND EMBANKMENT	444	CY	$ 23.68	$ 10,513.49
5	SLOPE PAVING + EMBANKMENT	345	SF	$ 98.00	$ 33,810.00
6	RETAINING WALL	-800	SF	$ 105.00	$ (84,000.00)
7	CONCRETE WALL	462	SF	$ 103.25	$ 47,701.50
8	BLOCK SOD	600	SY	$ 11.00	$ 6,600.00
				P&P Bond Premium	$ 1,506.94
				BUILDERS RISK PREMIUM	$ 1,506.94
				Total	**$ 103,476.87**

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.....	$103,476.87
New Contract Value including this Change Order.....	$3,809,627.86
Contract Duration will be **increased** by (days)	36
Updated Contract Duration including this Change Order	361

Liberty Civil Construction, LLC
By: ZAYD HINEDI
Signature:
Date: 7/24/26

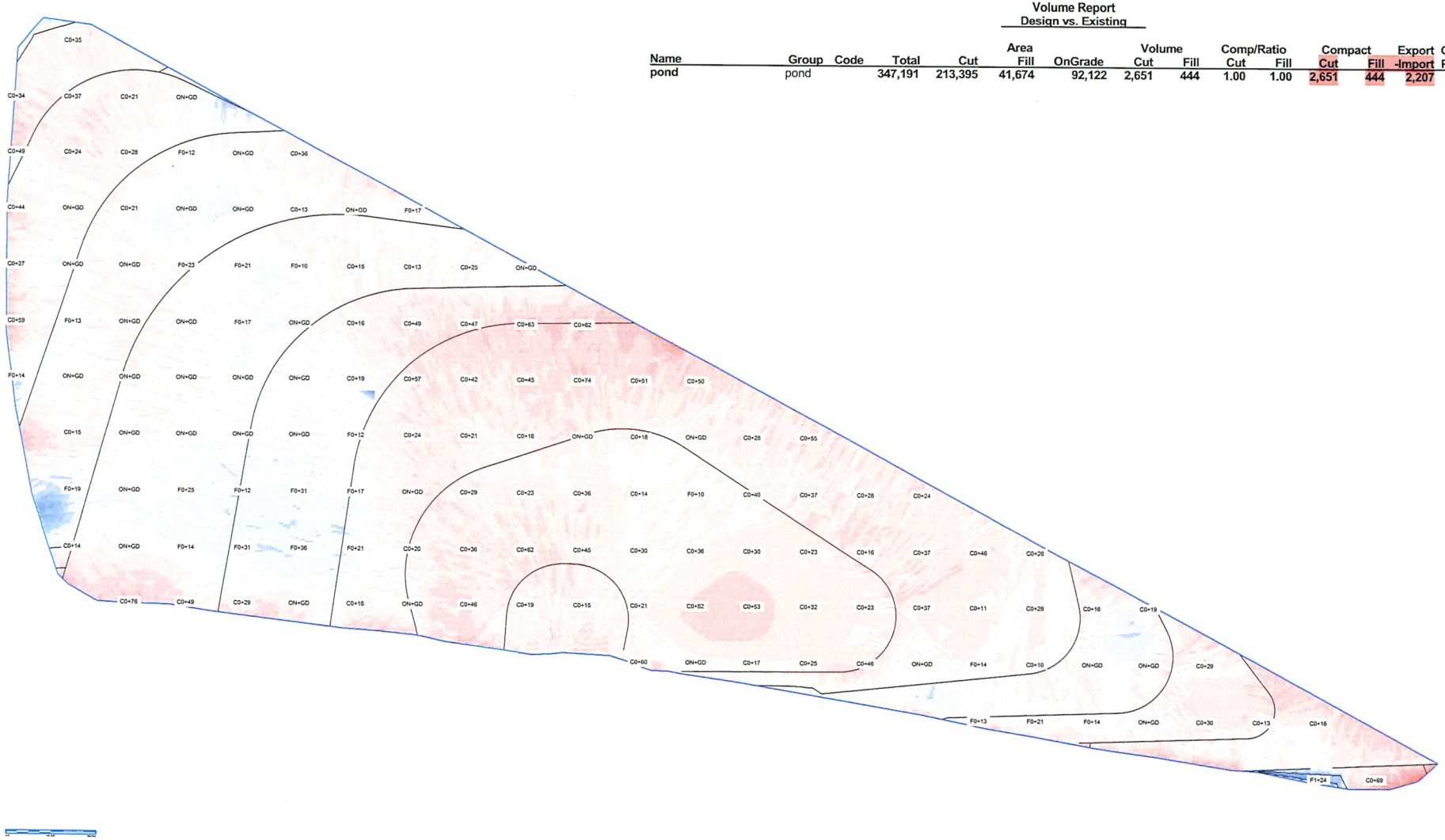
Owner
By:
Signature:
Date:

Legends of Hutto Pond July Revision

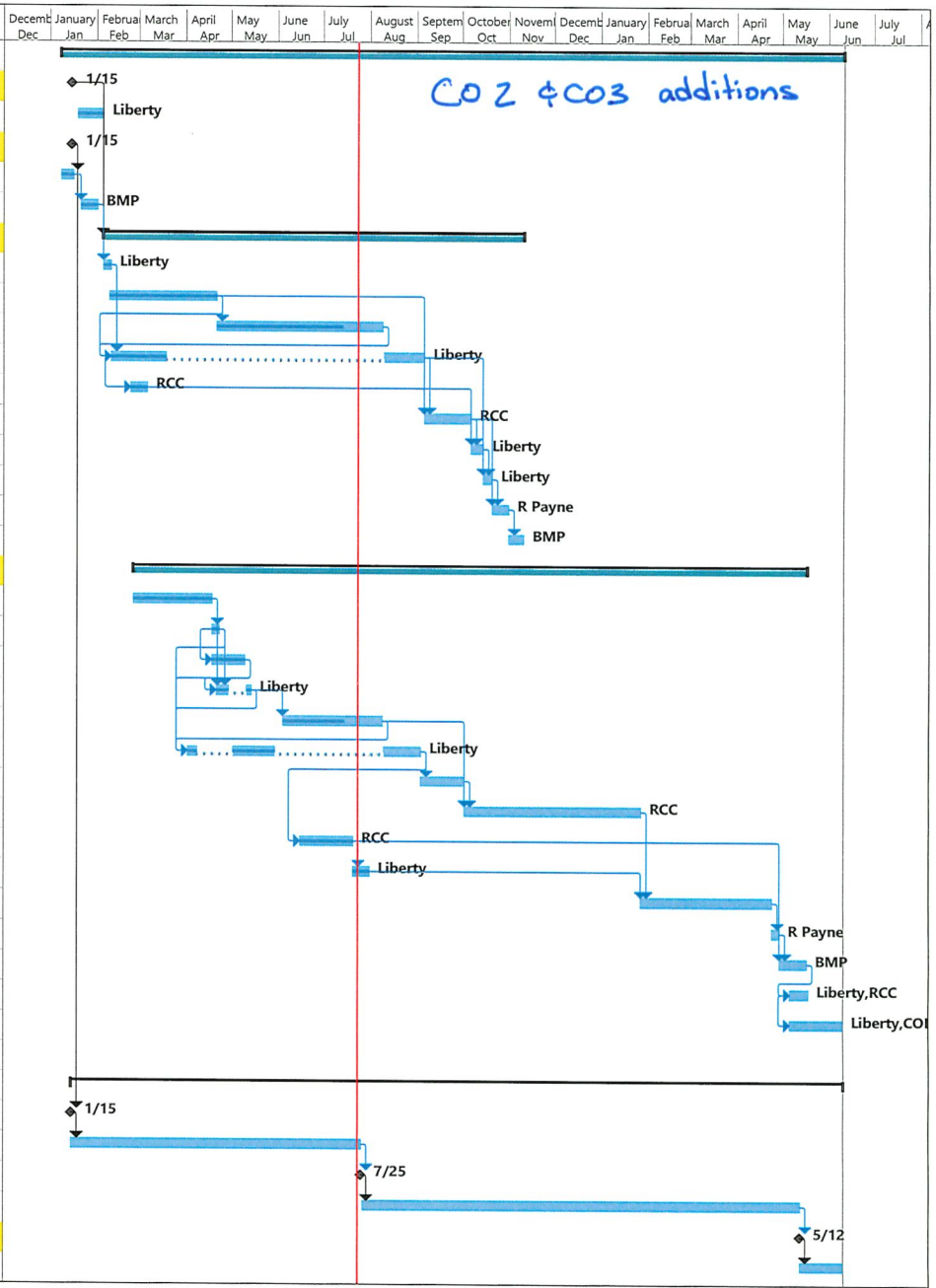
Job: Legends Of Hutton Pond Revision
Units: Ft-CY
Sun Jul 19, 2026 20:57:14 Page 1

Volume Report
Design vs. Existing

Name	Group	Code	Total	Area Cut	Area Fill	Area OnGrade	Volume Cut	Volume Fill	Comp/Ratio Cut	Comp/Ratio Fill	Compact Cut	Compact Fill	Export -Import	Change Per 0.1 ft
pond	pond		347,191	213,395	41,674	92,122	2,651	444	1.00	1.00	2,651	444	2,207	1,286



ID	Task Mode	Task Name	Duration	Start	Finish
1		**25055 - Legends of Hutto Drainage**	**445 days**	**Thu 1/8/26**	**Thu 6/10/27**
2		Precon	0 days	Thu 1/15/26	Thu 1/15/26
3		Survey, Layout & Calibration	15 days	Mon 1/19/26	Wed 2/4/26
4		NTP	0 days	Thu 1/15/26	Thu 1/15/26
5		PENDING SIGNED CONTRACT and Precon	7 days	Thu 1/8/26	Thu 1/15/26
6		Erosion Control	10 days	Wed 1/21/26	Sat 1/31/26
7		**POND IMPROVEMENTS**	**239 days**	**Thu 2/5/26**	**Tue 11/10/26**
8		Clearing and Stripping Pond	4 days	Thu 2/5/26	Mon 2/9/26
9		RFI 1 - Existing Pond/Retaining Wall Conflicts(Critical Path)	61 days	Mon 2/9/26	Mon 4/20/26
10		Working on CO for RFI 1(PENDING APPROVAL | Submitted: 5/7/26)	95 days	Tue 4/21/26	Sat 8/8/26
11		Excavation and Embankment Pond	55 days	Tue 2/10/26	Sat 9/5/26
12		Pond Outlet Modification	10 days	Mon 2/23/26	Thu 3/5/26
13		Concrete Wall Pond(PENDING DIRECTION on RFI 1)	26 days	Sat 9/5/26	Tue 10/6/26
14		Rip Rap Pond	7 days	Tue 10/6/26	Wed 10/14/26
15		Topsoil Placement Pond	5 days	Wed 10/14/26	Tue 10/20/26
16		Railing Installation Pond	10 days	Tue 10/20/26	Sat 10/31/26
17		Seeding and Sod Placement Pond	8 days	Sat 10/31/26	Tue 11/10/26
18		**CHANNEL IMPROVEMENTS**	**383 days**	**Wed 2/25/26**	**Mon 5/17/27**
19		RFI 3 - Channel Conflicts with Existing Fence Lines(Critical Path)	45 days	Wed 2/25/26	Fri 4/17/26
20		CO 1 - Fence Removal and Relocation Sent(4/17/26) APPROVED 4/22/26	4 days	Sat 4/18/26	Wed 4/22/26
21		PENDING DIRECTION TO PROCEED WITH CO 1 FENCE REMOVALS	19 days	Sat 4/18/26	Sat 5/9/26
22		Clearing and Stripping Channel	10 days	Tue 4/21/26	Wed 5/13/26
23		RFI 4 - U-Channel Bedding Addition(Critical Path)(Submitted 6/4/26)	57 days	Thu 6/4/26	Sat 8/8/26
24		Excavation and Embankment Channel	50 days	Thu 4/2/26	Thu 9/3/26
25		6" Select Fill Subgrade	25 days	Thu 9/3/26	Fri 10/2/26
26		Concrete Channel Improvements	100 days	Fri 10/2/26	Wed 1/27/27
27		Trickle Channel Improvements	30 days	Mon 6/15/26	Mon 7/20/26
28		Topsoil Placement	10 days	Mon 7/20/26	Fri 7/31/26
29		New Privacy Fence Installation	75 days	Wed 1/27/27	Sat 4/24/27
30		Railing Install	4 days	Sat 4/24/27	Thu 4/29/27
31		Sod Installation	15 days	Thu 4/29/27	Mon 5/17/27
32		Cleanup	10 days	Thu 5/6/27	Tue 5/18/27
33		Closeout Paperwork	30 days	Thu 5/6/27	Thu 6/10/27
34					
35		**Contract (190d | 221d)**	**439 days**	**Thu 1/15/26**	**Thu 6/10/27**
36		NTP	0 days	Thu 1/15/26	Thu 1/15/26
37		Original Substantial Completion 190d	165 days	Thu 1/15/26	Sat 7/25/26
38		Weather Days(54 days moved to CO time via CO 3)	0 days	Sat 7/25/26	Sat 7/25/26
39		Change Order Days(104d CO 1 | 36d CO 2 | 149d CO 3)	249 days	Mon 7/27/26	Wed 5/12/27
40		Substantial Completion	0 days	Wed 5/12/27	Wed 5/12/27
41		Final Completion 221d	25 days	Thu 5/13/27	Thu 6/10/27



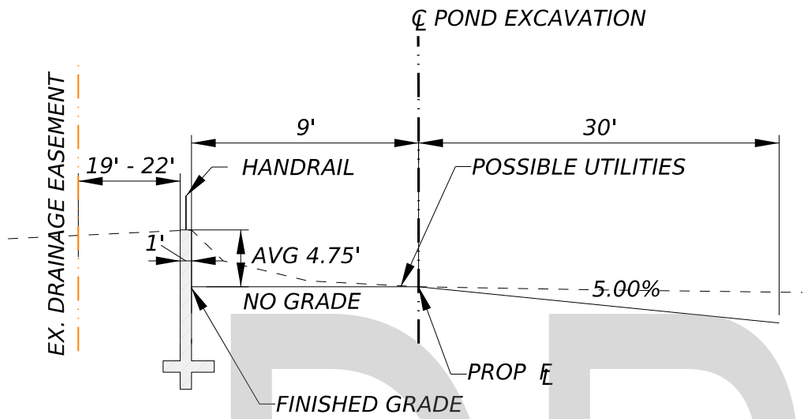
Project: 25055 Legends of Hutt
Date: Fri 7/24/26

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

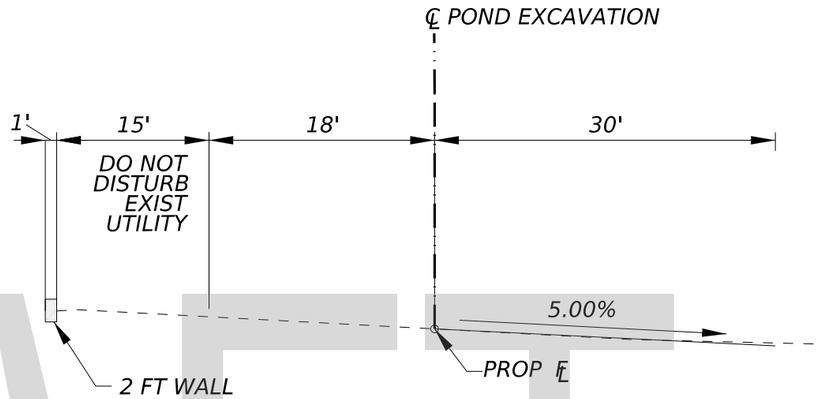
FINAL SUBMITTAL

REV. NO.	DESCRIPTION	DATE
1	RELOCATE RETAINING WALLS	06/28/2026

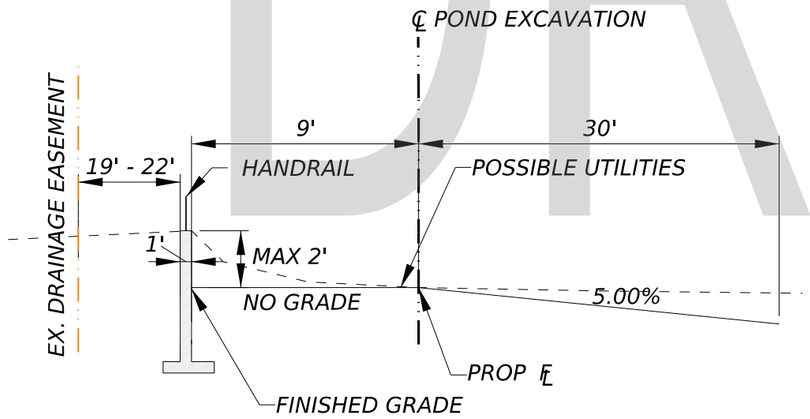
ALT BID NO.1 INCLUDES SAFETY RAILING ALONG BOTH SIDES OF NEW CHANNELS. BASE BID INCLUDES SAFETY RAILING ALONG ENTIRE DETENTION POND RETAINING WALL.



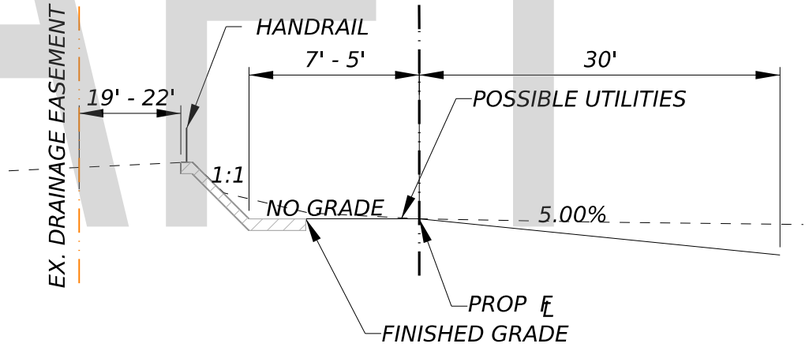
PROPOSED SECTION - POND EXCAVATION
℄ POND EXCAVATION STA 77+30.25 TO 80+80.25
STA 80+94.88 TO 82+70.88.



PROPOSED SECTION - POND EXCAVATION
℄ POND EXCAVATION STA 84+34.27 TO 84+63.67



PROPOSED SECTION - POND EXCAVATION
℄ POND EXCAVATION STA 83+10.88 TO 83+94.88



PROPOSED SECTION - POND EXCAVATION
℄ POND EXCAVATION STA 82+70.88 TO 83+10.88

*RETAINING WALL SHALL BE USED WHERE THE DIFFERENCE BETWEEN TOP OF WALL ELEVATION AND FINISHED GRADE EXCEEDS 2'-0". CONCRETE WALL SHALL BE USED WHERE THE DIFFERENCE BETWEEN TOP OF WALL ELEVATION AND FINISHED GRADE IS LESS THAN 2'-0".

CITY OF HUTTO

wsb 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

DATE: 6/29/2026 7:41:54 AM
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DRAFT

FINAL SUBMITTAL

CK | DW | CK | DW

MATCHLINE STA. 81+50.00

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

VERTICAL
0 2.5 5
SCALE IN FEET
1"=5'

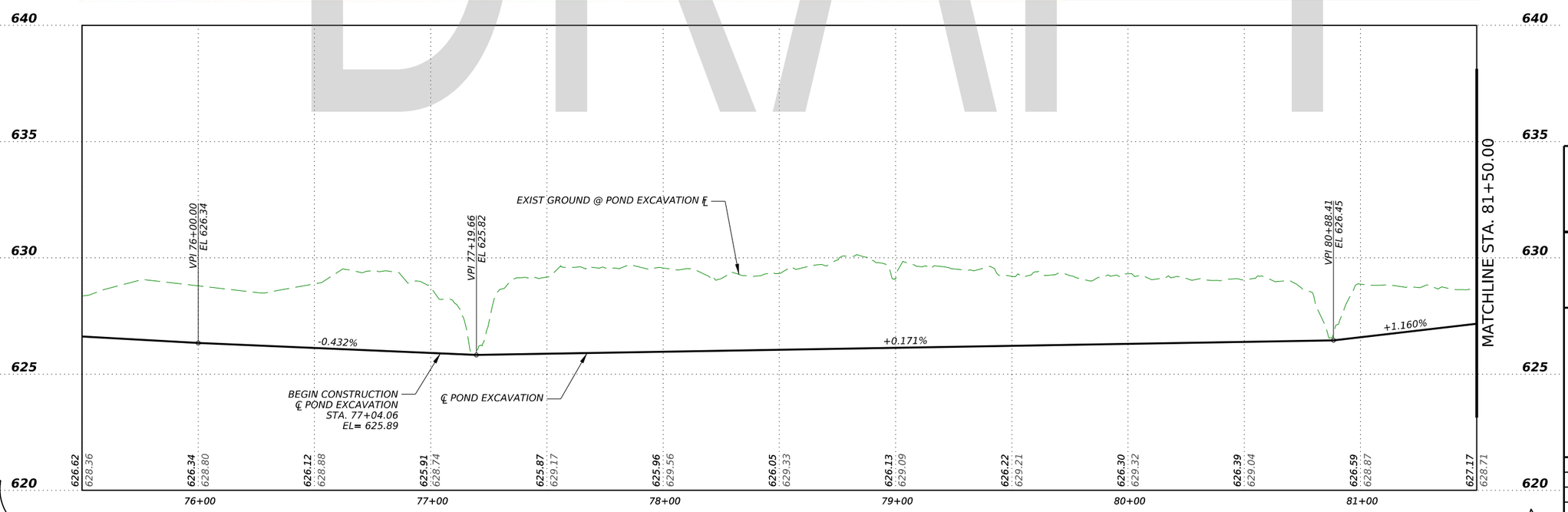
LEGEND

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

1

REV. NO.	DESCRIPTION	DATE
1	RELOCATE RETAINING WALL	06/28/2026



DRAFT

CITY OF HUTTO

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

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FINAL SUBMITTAL

24'-11 1/2"

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

VERTICAL
0 2.5 5
SCALE IN FEET
1"=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

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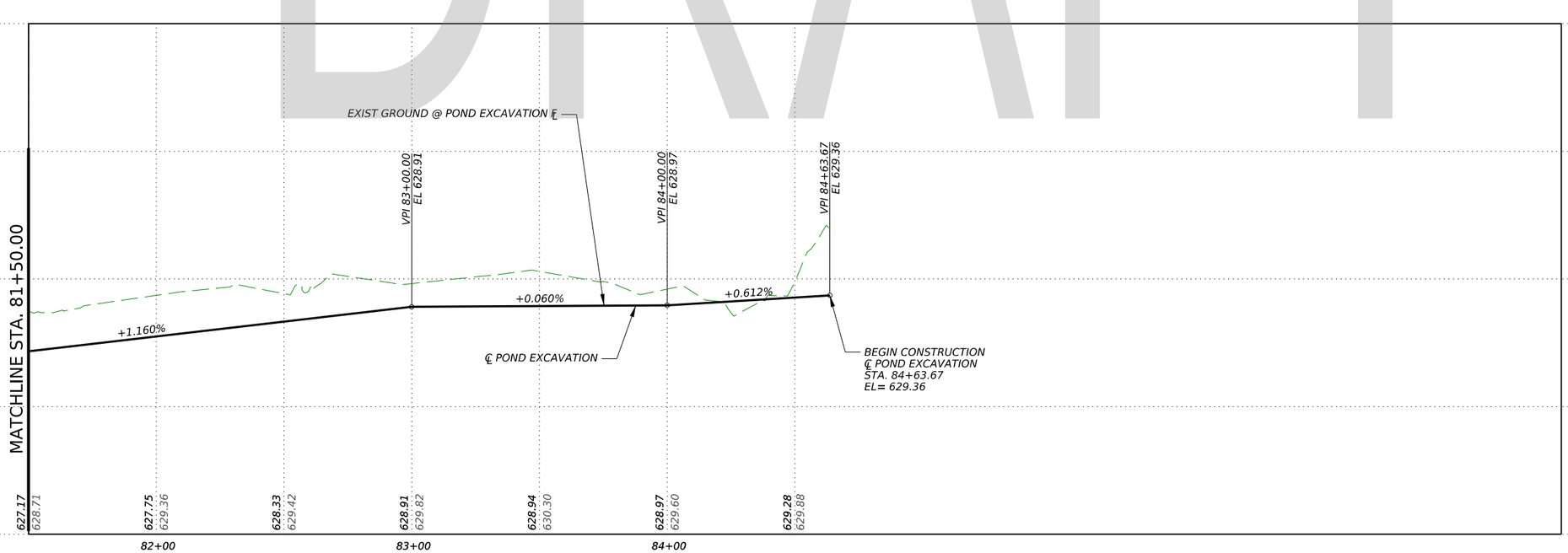
REV. NO.	DESCRIPTION	DATE
1	RELOCATE RETAINING WALL	06/28/2026



CITY OF HUTTO

WSB LLC
FIRM # 16849

LEGENDS OF HUTTO DRAINAGE IMPROVEMENTS - PHASE 1

PLAN AND PROFILE
STA. 81+50 TO END

SHEET 12 OF 16

COUNTY	HIGHWAY
WILLIAMSON	-
CITY	SHEET NO.
HUTTO	26

DRAFT

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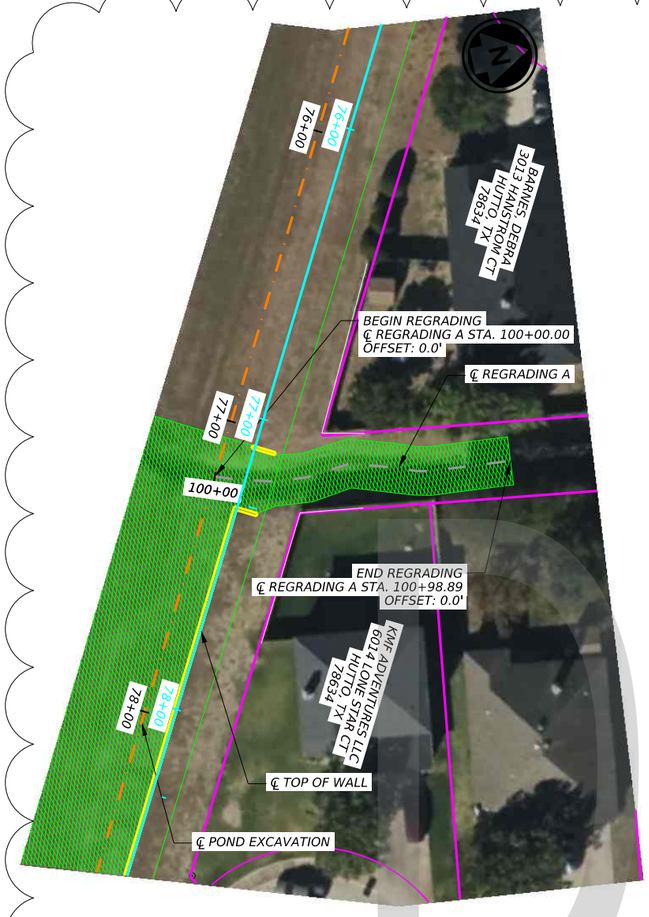
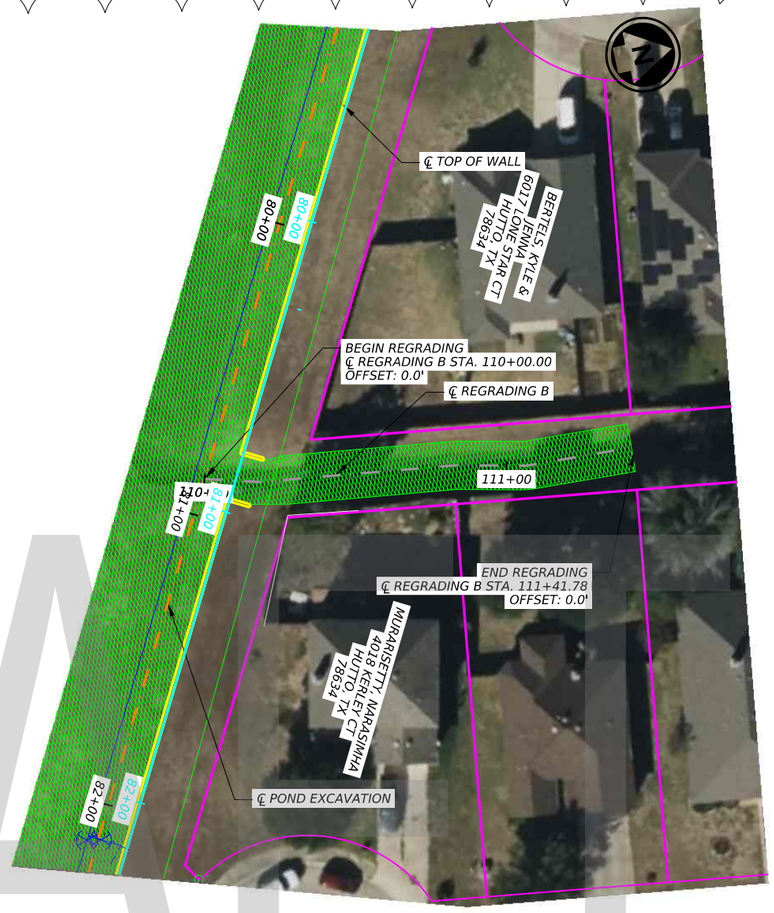
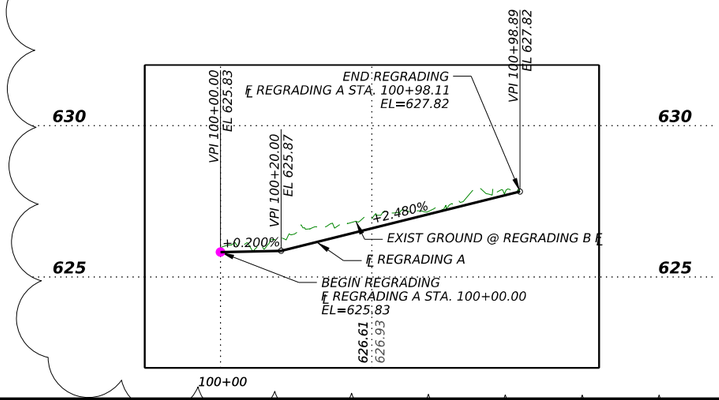
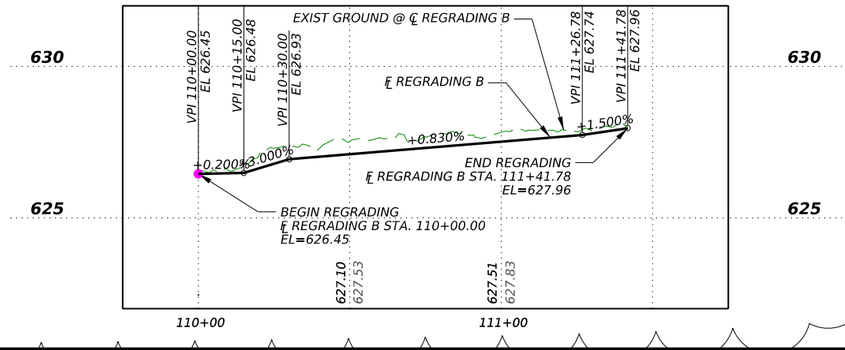
FINAL SUBMITTAL









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

VERTICAL
0 2.5 5
SCALE IN FEET
1"=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:
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1

REV. NO.	DESCRIPTION	DATE
1	RELOCATE RETAINING WALL	06/28/2026

CITY OF HUTTO

wsb WSB LLC
FIRM # 16849

LEGENDS OF HUTTO DRAINAGE IMPROVEMENTS - PHASE 1

PLAN AND PROFILE
BEGIN TO END

SHEET 13 OF 16

COUNTY	HIGHWAY
WILLIAMSON	-
CITY	SHEET NO.
HUTTO	27

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DRAFT

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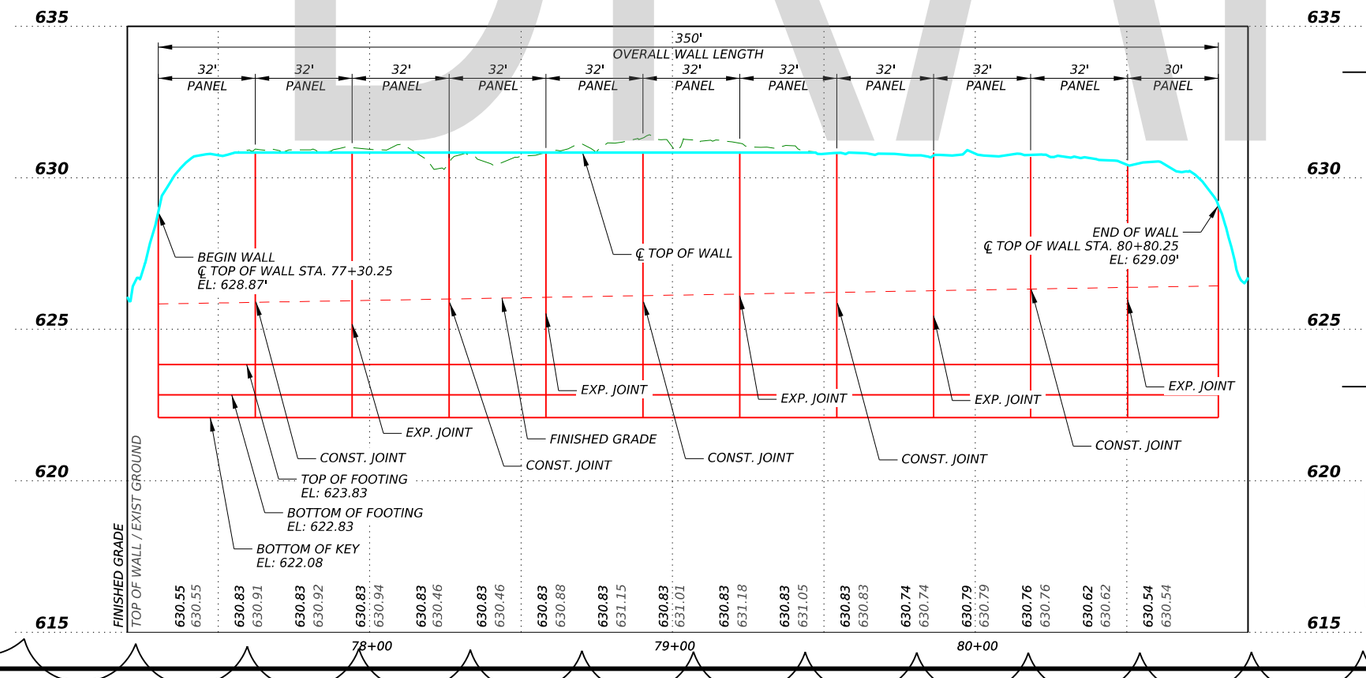
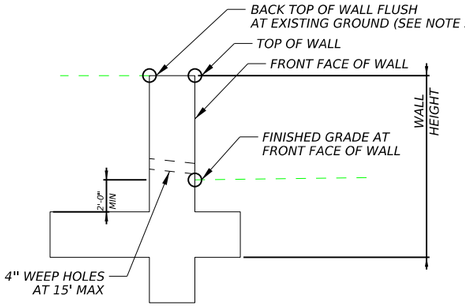
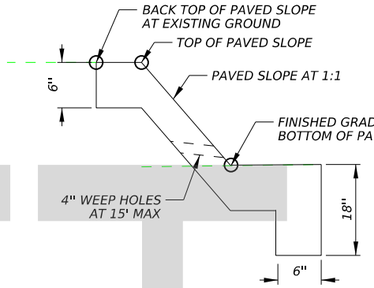
FINAL SUBMITTAL





TYPICAL SECTION

N.T.S.



SLOPE PAVING TYPICAL SECTION

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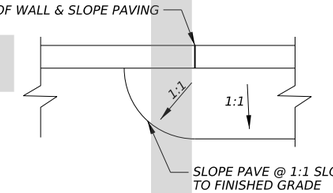
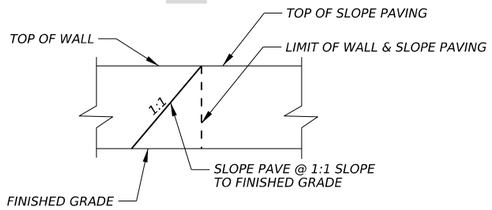


SLOPE PAVE CONE PLAN DETAIL

N.T.S.



SLOPE PAVE CONE PROFILE DETAIL

N.T.S.

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

VERTICAL
0 2.5 5
SCALE IN FEET
1"=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
- REGRADING CHANNEL
- WALL FOOTING

NOTES:
1. CONTRACTOR IS REQUIRED TO CONTACT TEXAS 811 AND LOCATE ALL EXISTING UTILITIES PRIOR TO COMMENCING ANY WORK
2. CONTRACTOR SHALL MATCH INVERTS AND FLOWLINES OF EXISTING CULVERTS. EXISTING CULVERTS SHALL NOT BE MODIFIED OR DAMAGED
3. 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.

1

REV. NO.	DESCRIPTION	DATE
1	RELOCATE RETAINING WALL	06/28/2026

CITY OF HUTTO

wsb WSB LLC
FIRM # 16849

LEGENDS OF HUTTO DRAINAGE IMPROVEMENTS - PHASE 1

PLAN AND PROFILE

STA. 77+30.25 TO 80+80.25
RET WALL 1

SHEET 15 OF 16

COUNTY	HIGHWAY
WILLIAMSON	-
CITY	SHEET NO.
HUTTO	29

DATE: 6/29/2026 4:46:51 PM
FILE: pw://wsbeng-pw.bentley.com:wsbeng-pw-01/Documents/Projects/Texas/024052-001-DR-PP-901.dgn

DRAFT

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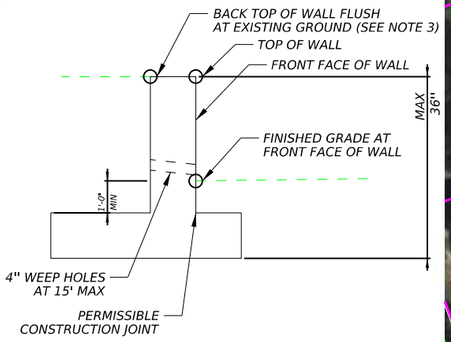
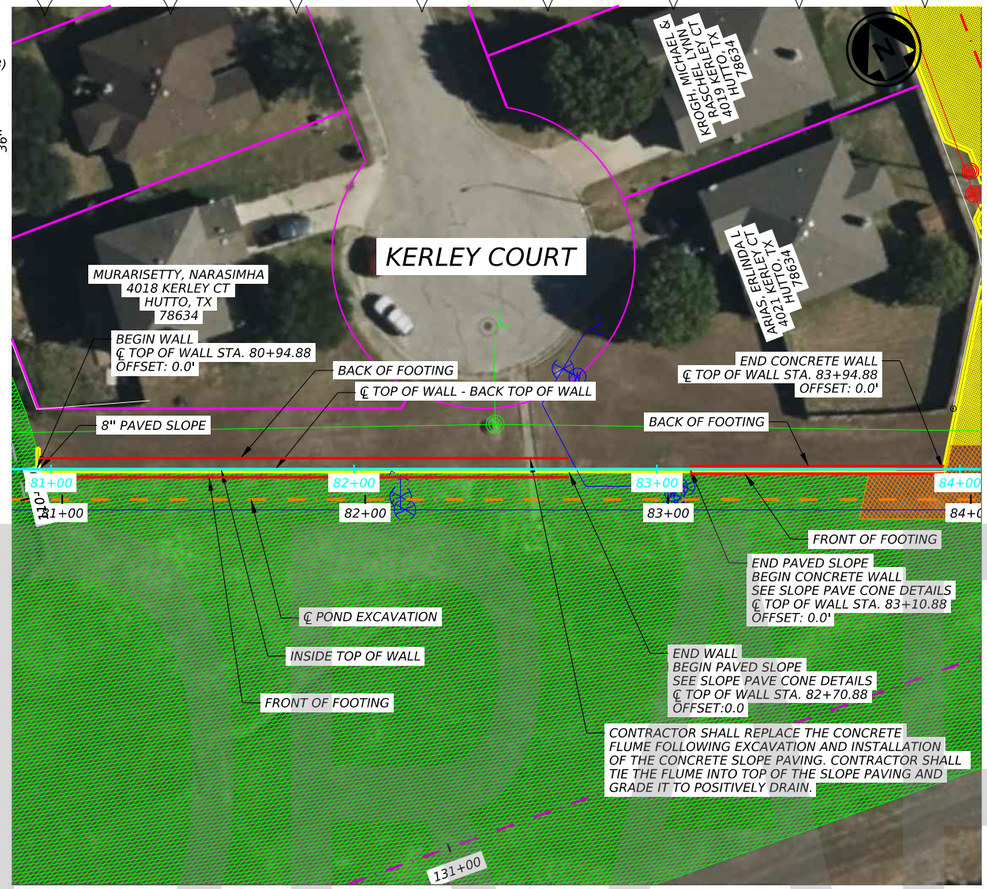
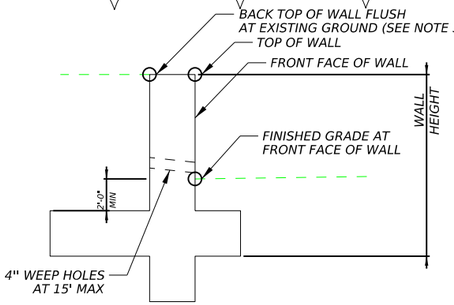
FINAL SUBMITTAL



CONCRETE WALL TYPICAL SECTION

N.T.S.





RETAINING WALL TYPICAL SECTION

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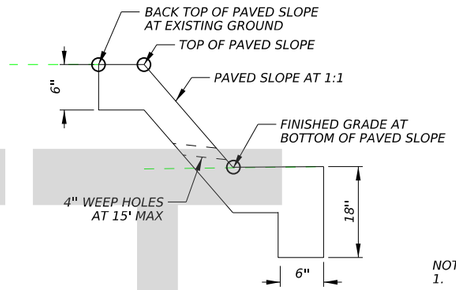

SLOPE PAVING TYPICAL SECTION

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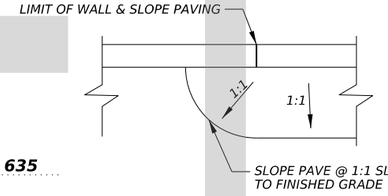
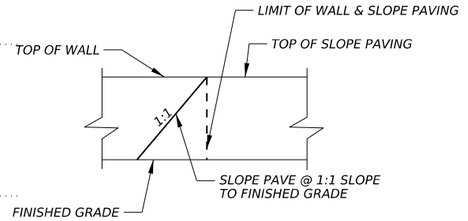


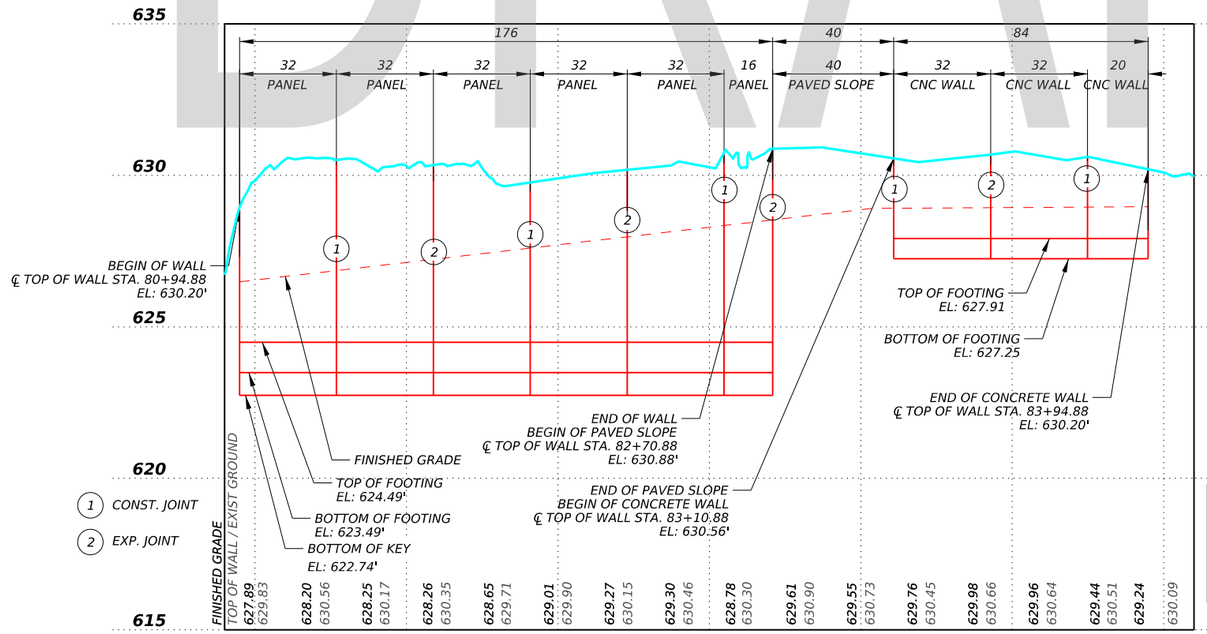
SLOPE PAVE CONE PLAN DETAIL

N.T.S.



SLOPE PAVE CONE PROFILE DETAIL

N.T.S.



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

VERTICAL
0 2.5 5
SCALE IN FEET
1"=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
- REGRADING CHANNEL
- WALL FOOTING

NOTES:
1. CONTRACTOR IS REQUIRED TO CONTACT TEXAS 811 AND LOCATE ALL EXISTING UTILITIES PRIOR TO COMMENCING ANY WORK
2. CONTRACTOR SHALL MATCH INVERTS AND FLOWLINES OF EXISTING CULVERTS. EXISTING CULVERTS SHALL NOT BE MODIFIED OR DAMAGED
3. 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.

1

REV. NO.	DESCRIPTION	DATE
1	RELOCATE RETAINING WALL	06/28/2026

CITY OF HUTTO

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

DATE: 6/29/2026 4:47:02 PM
FILE: pw://wsbeng-pw.bentley.com:wsbeng-pw-01/Documents/Projects/Texas/024052-001/05 Discipline/Drainage/03 Sheets/024052-001-DR-PP-001.dgn

DRAFT

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FINAL SUBMITTAL

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

GAINER COURT
HANSTROM COURT
LONE STAR COURT
KERLEY COURT

ARNEJO ARELLANO, JOSE A
4006 GAINER CT
HUTTO, TX
78634

SMITH, SHAWN E (TOD)
4009 GAINER CT
HUTTO, TX
78634

STUCKLER, DAVID
3010 HANSTROM CT
HUTTO, TX
78634

BARNES, DEBRA
3013 HANSTROM CT
HUTTO, TX
78634

KMF ADVENTURES LLC
6014 LONE STAR CT
HUTTO, TX
78634

BERTELS, KYLE &
JENNA K
6017 LONE STAR CT
HUTTO, TX
78634

MURARISETTY, NARASIMHA
4018 KERLEY CT
HUTTO, TX
78634

ARIAS, ERLINDA
4021 KERLEY CT
HUTTO, TX
78634

SEE NOTE 4

℄ REGRADING A

℄ REGRADING B

℄ POND EXCAVATION

℄ POND REGRADING B-B

℄ POND REGRADING A-A

71+00 72+00 73+00 74+00 75+00 76+00 77+00 78+00 79+00 80+00 81+00 82+00 83+00 84+00
140+00 141+00 142+00 143+00 144+00 145+00 146+00 147+00
100+00 111+00 91+00 126+00 127+00 128+00 129+00 130+00 131+00 132+00 133+00
10+00 11+00 12+00 13+00 14+00

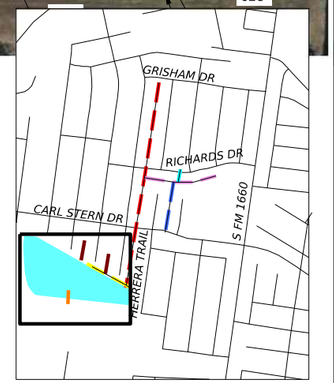
630' 629' 628' 627' 626' 624' 623' 625' 626' 628'

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:
1. SEE SHEET 29 & 30 FOR RETAINING WALL ELEVATIONS.
2. SEE SHEET 27 FOR REGRADING A & B ALIGNMENT AND PROFILE.
3. 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.
4. CONTRACTOR SHALL FIELD VERIFY AND MATCH EXISTING CHANNEL INVERTS TO MAINTAIN POSITIVE DRAINAGE.

REV. NO.	DESCRIPTION	DATE
1	RELOCATE RETAINING WALL	06/28/2026



N.T.S

CITY OF HUTTO

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	024052-001-DR-PP-003

DATE: 6/29/2026 8:29:57 AM
FILE: pw://wsbeng-pw.bentley.com:wsbeng-pw-01/Documents/Projects/Texas/024052-001/05 Discipline/Drainage/03 Sheets/024052-001-DR-PP-003.dgn

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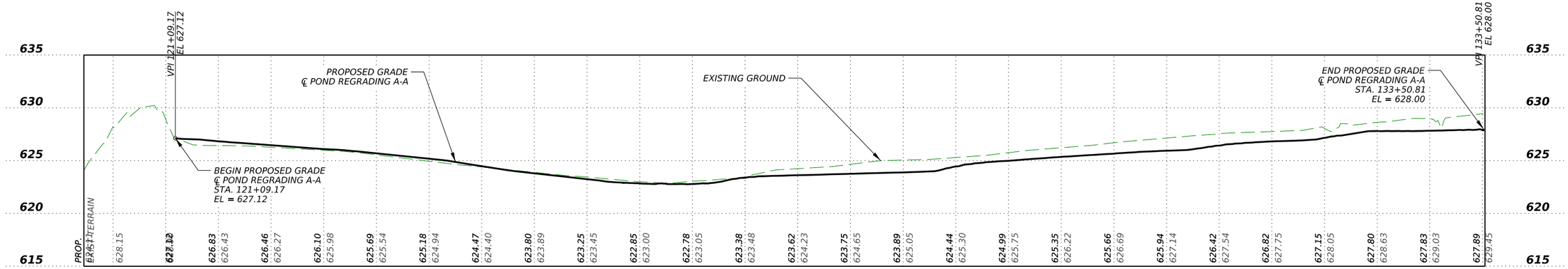
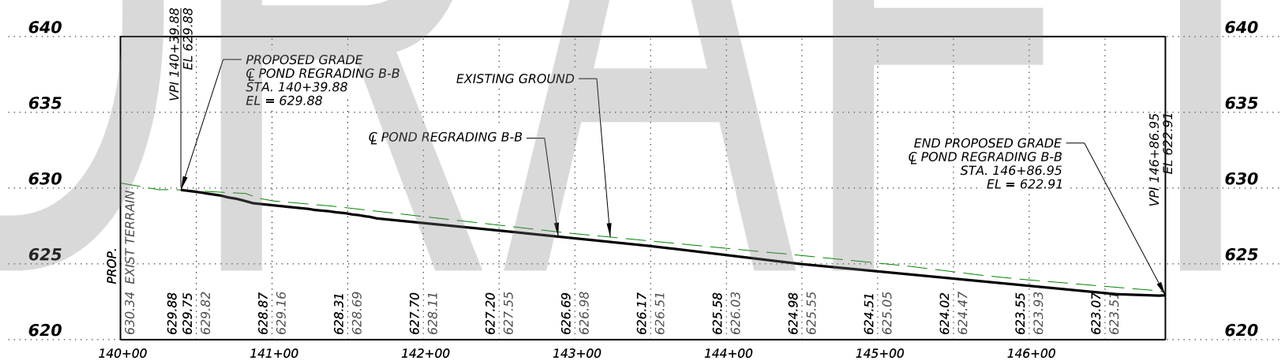
FINAL SUBMITTAL

VERTICAL
0 2.5 5
SCALE IN FEET
1"=5'



POND REGRADING A-A PROFILE



POND REGRADING B-B PROFILE

DRAFT

REV. NO.	DESCRIPTION	DATE
1	RELOCATE RETAINING WALL	06/28/2026

1

CITY OF HUTTO

wsb

WSB LLC
FIRM # 16849

LEGENDS OF HUTTO DRAINAGE IMPROVEMENTS - PHASE 1

POND REGRADING

DETENTION POND PROFILE

SHEET 2 OF 2

COUNTY	HIGHWAY
WILLIAMSON	-
CITY	SHEET NO.
HUTTO	32

DATE: 6/29/2026 4:47:31 PM
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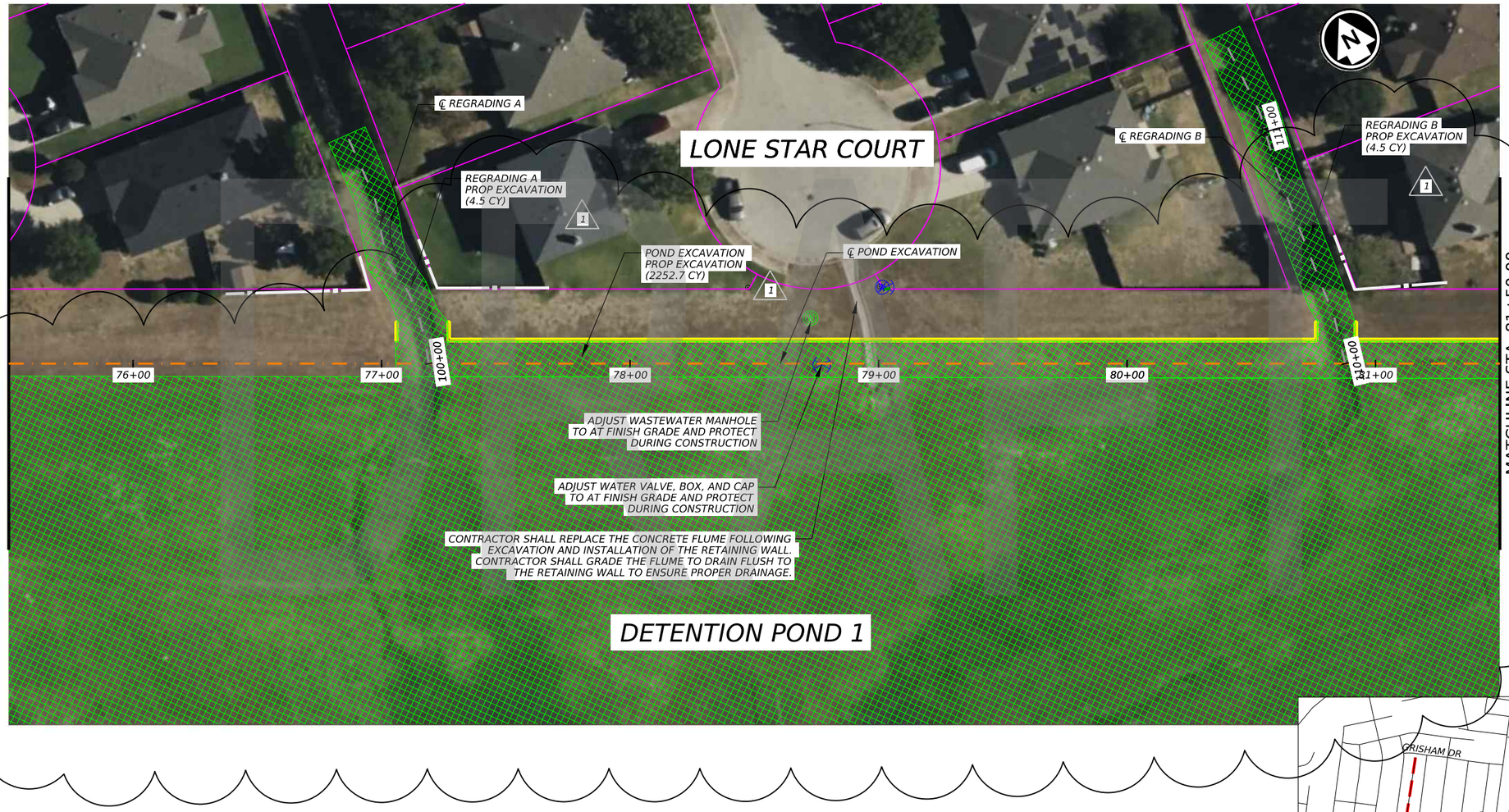
FINAL SUBMITTAL

CK	DW	CK	DW

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

REV. NO.	DESCRIPTION	DATE
1	RELOCATE RETAINING WALL	06/28/2026

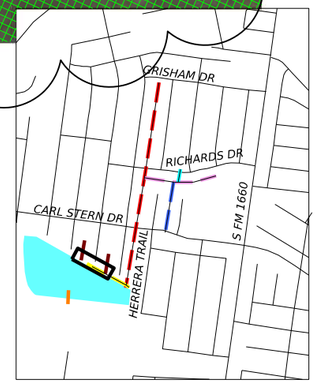


LEGEND

- 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:

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.



N.T.S

CITY OF HUTTO

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

DATE: 6/29/2026 8:51:50 AM
FILE: pw://wsbeng-pw.bentley.com:wsbeng-pw-01/Documents/Projects/Texas/024052-001/05 Discipline/Drainage/03 Sheets/024052-001-DR-RP-001.dgn

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FINAL SUBMITTAL

CK	DW	CK	DW

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

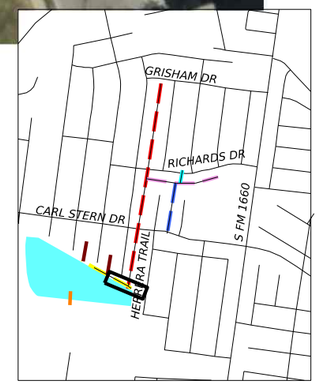
REV. NO.	DESCRIPTION	DATE
1	RELOCATE RETAINING WALL	06/28/2026

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:

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.



N.T.S

CITY OF HUTTO

WSB LLC
FIRM # 16849

LEGENDS OF HUTTO DRAINAGE IMPROVEMENTS - PHASE 1

REMOVAL PLANS

STA 81+50 TO END

SHEET 9 OF 10

COUNTY	HIGHWAY
WILLIAMSON	-
CITY	SHEET NO.
HUTTO	41

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FINAL SUBMITTAL

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

GAINER COURT
HANSTROM COURT
LONE STAR COURT
KERLEY COURT

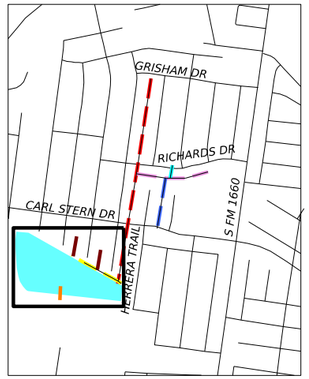
¢ REGRADING A
¢ POND EXCAVATION
ADJUST WASTEWATER MANHOLE TO AT FINISH GRADE AND PROTECT DURING CONSTRUCTION
¢ REGRADING B
ADJUST WATER VALVE/HYDRANT TO AT FINISH GRADE AND PROTECT DURING CONSTRUCTION
¢ POND REGRADING B-B
DETENTION POND 1 PROP EXCAVATION (10055.2 CY)
ADJUST WASTEWATER MANHOLE TO AT FINISH GRADE AND PROTECT DURING CONSTRUCTION
¢ POND REGRADING A-A
ADJUST WATER VALVE/HYDRANT TO AT FINISH GRADE AND PROTECT DURING CONSTRUCTION

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
1	RELOCATE RETAINING WALL	06/28/2026



N.T.S

CITY OF HUTTO

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

DATE: 6/29/2026 8:52:12 AM
FILE: pw://wsbeng-pw.bentley.com:wsbeng-pw-01/Documents/Projects/Texas/024052-001/05 Discipline/Drainage/03 Sheets/024052-001-DR-RP-001.dgn

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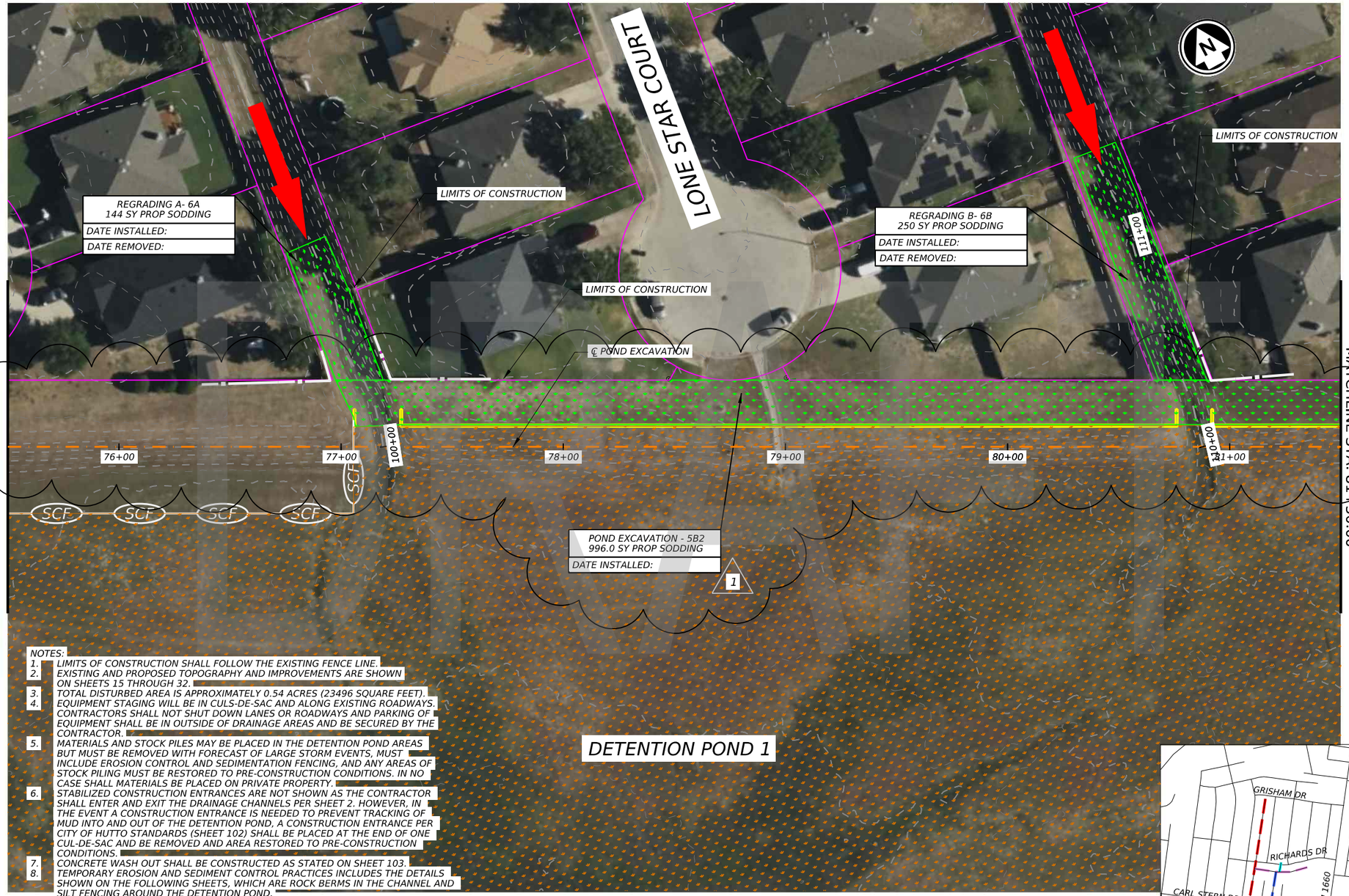
FINAL SUBMITTAL

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



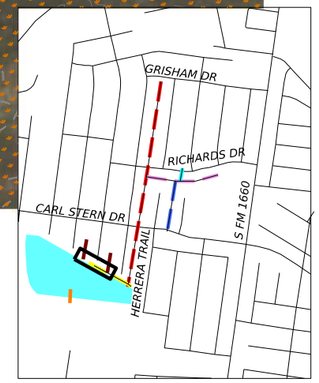
LEGEND

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

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.

DETENTION POND 1

REV. NO.	DESCRIPTION	DATE
1	RELOCATE RETAINING WALL	06/28/2026



N.T.S

CITY OF HUTTO

WSB LLC
FIRM # 16849

LEGENDS OF HUTTO DRAINAGE IMPROVEMENTS - PHASE 1

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

SHEET 11 OF 13

COUNTY	HIGHWAY
WILLIAMSON	-
CITY	SHEET NO.
HUTTO	58

DATE: 6/29/2026 8:56:52 AM
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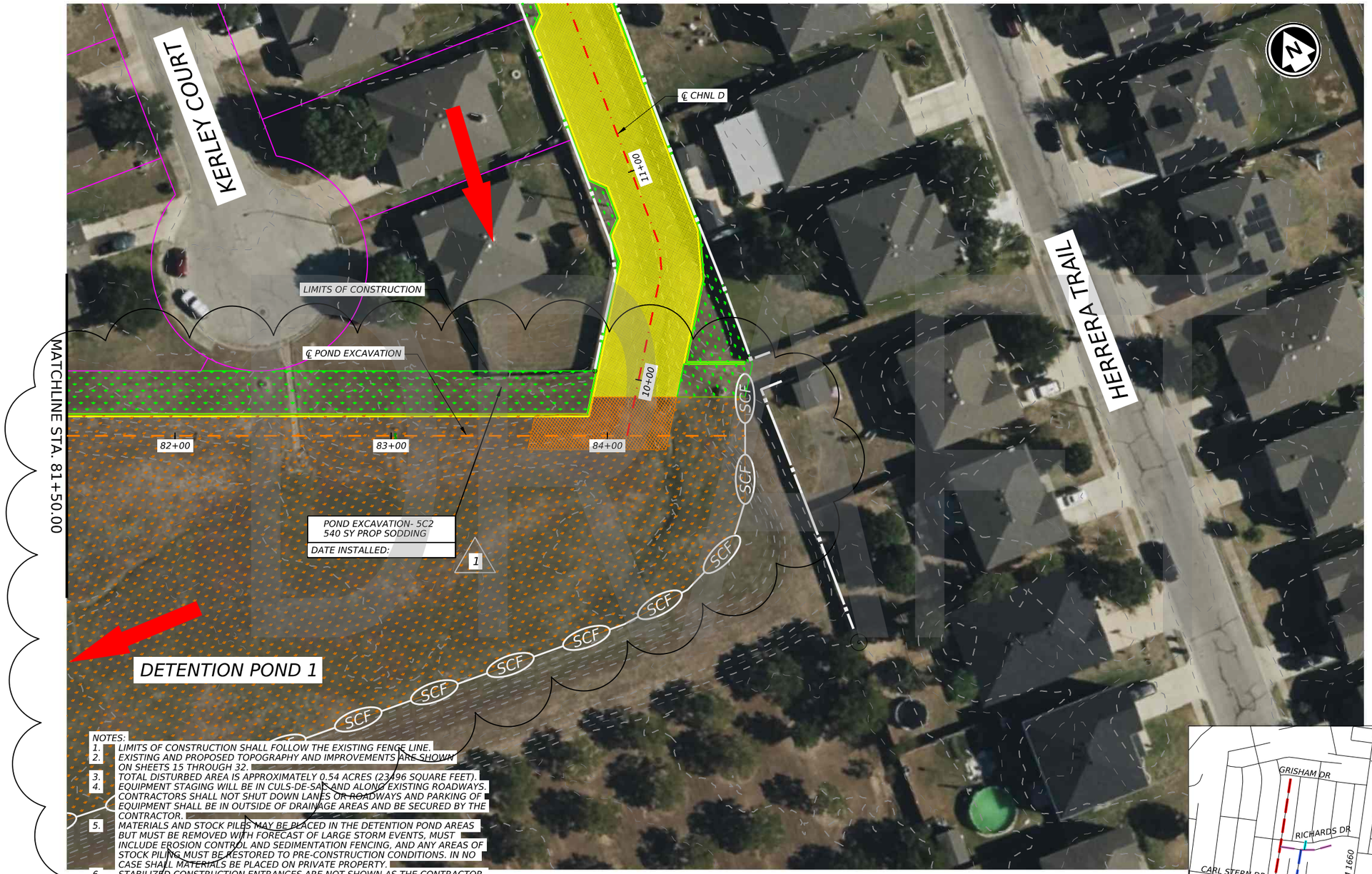
FINAL SUBMITTAL

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



LEGEND

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

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
1	RELOCATE RETAINING WALL	06/28/2026

N.T.S

CITY OF HUTTO

WSB LLC
FIRM # 16849

LEGENDS OF HUTTO DRAINAGE IMPROVEMENTS - PHASE 1

EROSION CONTROL PLANS

STA. 81+50 TO END

SHEET 12 OF 13

COUNTY	HIGHWAY
WILLIAMSON	-
CITY	SHEET NO.
HUTTO	59

DATE: 6/29/2026 8:57:05 AM

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FINAL SUBMITTAL

GAINER COURT

HANSTROM COURT

LONE STAR COURT

KERLEY COURT

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

LEGEND
- PARCELS
- CONCRETE WALL
- ℄ CHNL_D ALIGN
- ℄ CHNL_E ALIGN
- ℄ CHNL_4 ALIGN
- ℄ CHNL_F ALIGN
- ℄ DETPOND_OUT ALIGN
- ℄ POND EXCAVATION
- ℄ REGRADING
- SCF — PROPOSED SILT CONTROL FENCE
- RFD2 — PROPOSED ROCK BERM
- PROPOSED SOD
- PROPOSED SEEDING
- EXISTING CONTOURS

+00
71+00
72+00
73+00
74+00
75+00
76+00
77+00
100+00
78+00
79+00
80+00
111+00
81+00
82+00
83+00
84+00
10+00
11+00
12+00
13+00
90+00
91+00

℄ REGRADING A
℄ REGRADING B
℄ POND EXCAVATION

DETENTION POND- 7A1
41703 SY PROP SEEDING
DATE INSTALLED:
DATE REMOVED:

DETENTION POND- 7A1
1660 PROP SCF
DATE INSTALLED:
DATE REMOVED:

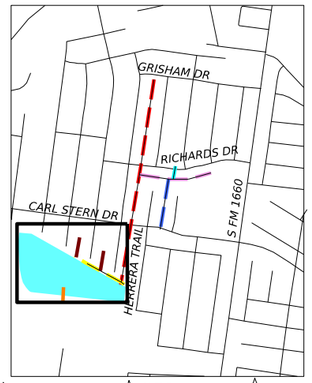
DETENTION POND- 7A1
820 PROP SCF
DATE INSTALLED:
DATE REMOVED:

LIMITS OF CONSTRUCTION

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.

1

REV. NO.	DESCRIPTION	DATE
1	RELOCATE RETAINING WALL	06/28/2026



N.T.S

CITY OF HUTTO

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

DATE: 6/29/2026 8:57:16 AM
FILE: pw://wsbeng-pw.bentley.com:wsbeng-pw-01/Documents/Projects/Texas/024052-001/05 Discipline/Drainage/03 Sheets/024052-001-DR-EC-001

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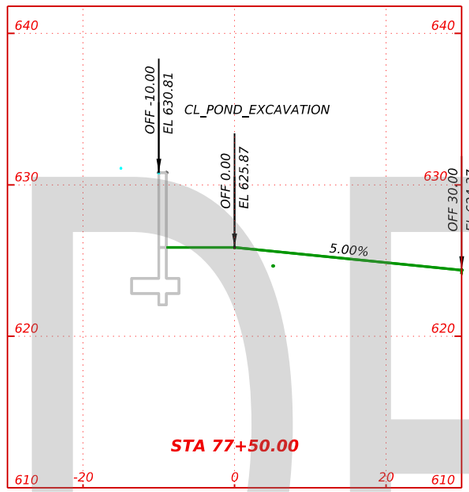
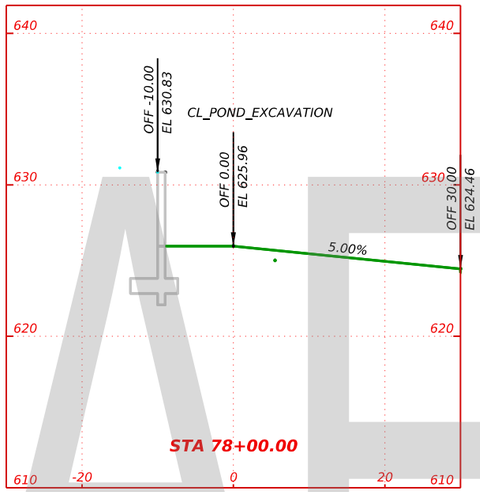
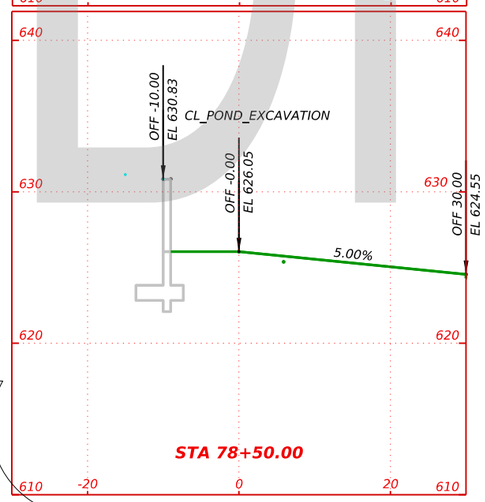
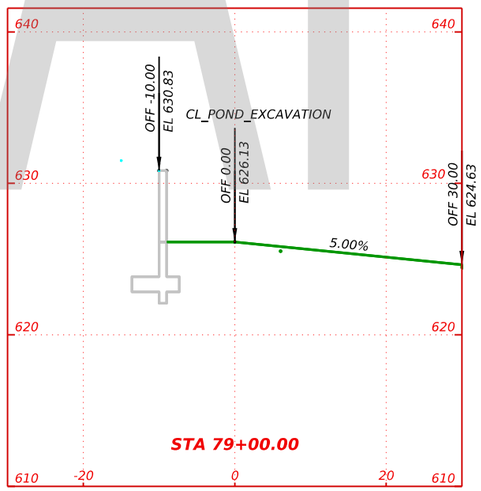
REV. NO.	DESCRIPTION	DATE
1	RELOCATE RETAINING WALL	06/28/2026

1









LEGEND

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

DRAFT

DATE: 6/29/2026 5:00:24 PM
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CITY OF HUTTO

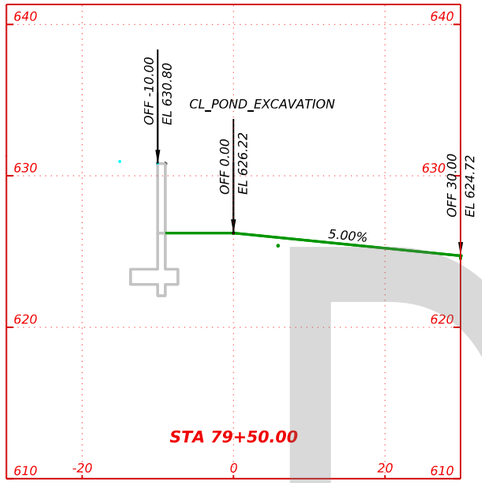
WSB LLC
FIRM # 16849

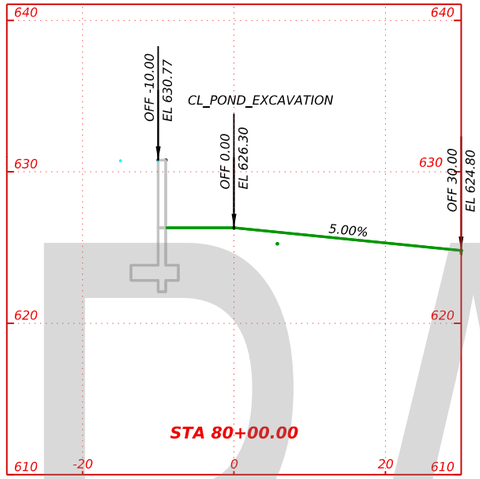
SHEET 14 OF 18

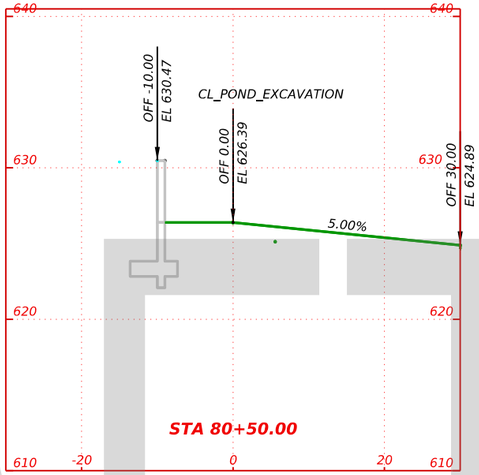
COUNTY	CITY	SHEET NO.
WILLIAMSON	HUTTO	86

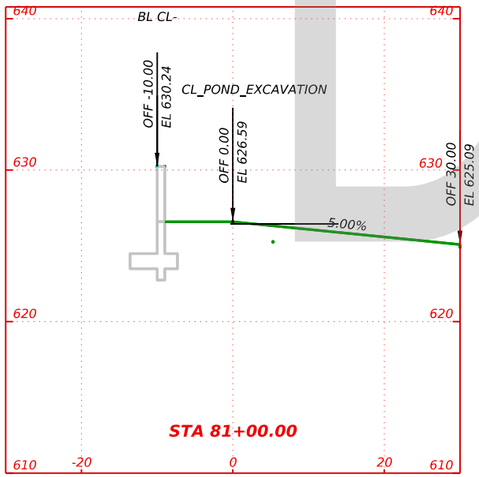
REV. NO.	DESCRIPTION	DATE
1	RELOCATE RETAINING WALL	06/28/2026

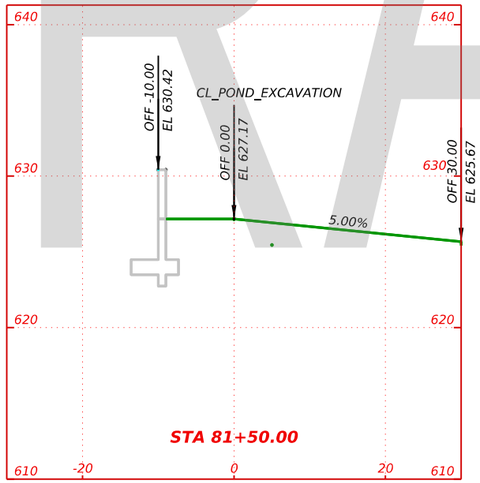
1

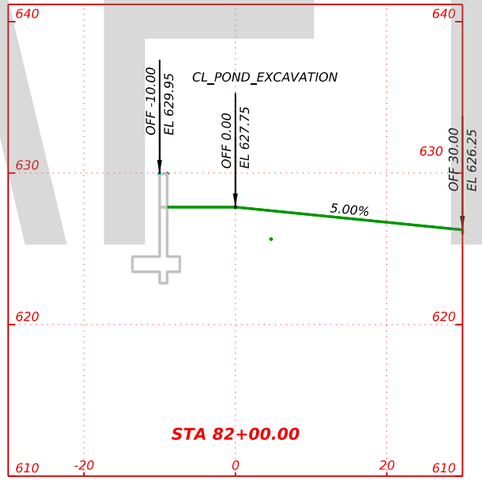












LEGEND

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

DRAFT

DATE: 6/29/2026 5:00:26 PM
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CITY OF HUTTO

WSB LLC
FIRM # 16849

SHEET 15 OF 18

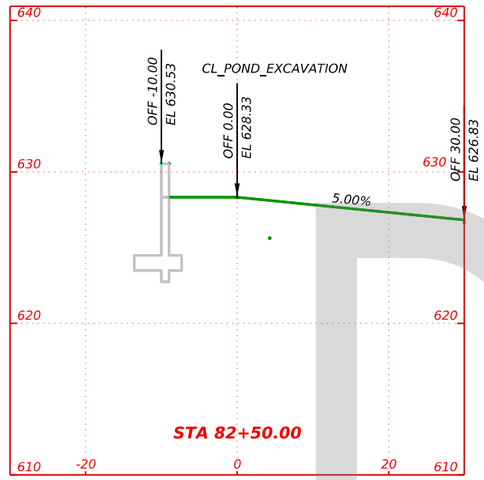
COUNTY	CITY	SHEET NO.
WILLIAMSON	HUTTO	87

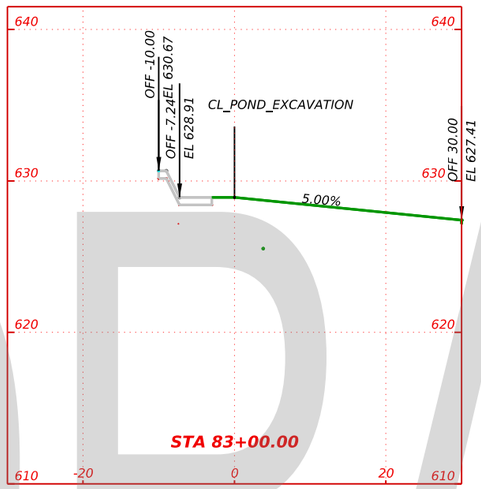
REV. NO.	DESCRIPTION	DATE
1	RELOCATE RETAINING WALL	06/28/2026

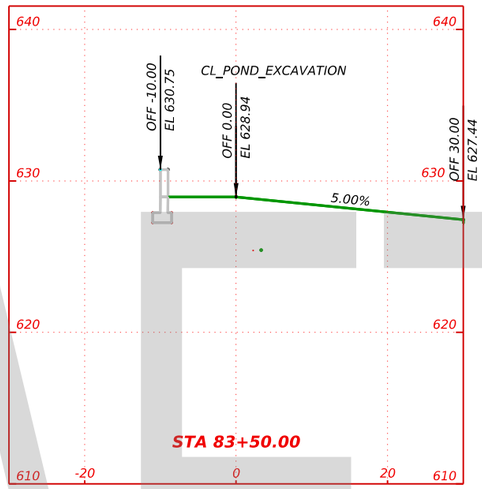
1

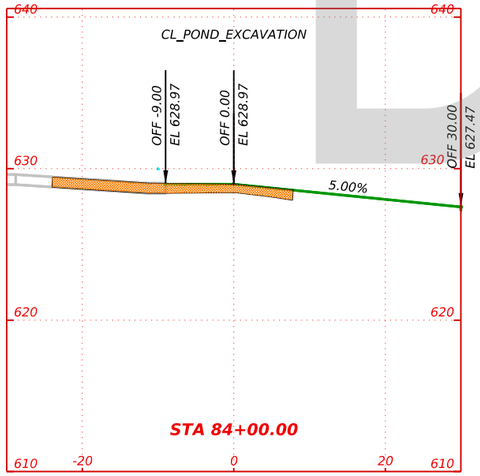
LEGEND

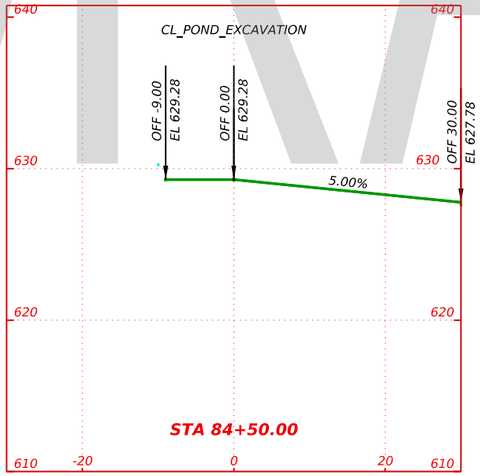
- PROPOSED GROUND
- PROPOSED CONCRETE
- DRAINAGE EASEMENT
- FENCE LINE
- EXISTING GROUND
- PROPOSED GROUTED RIPRAP











DRAFT

CITY OF HUTTO

WSB LLC
FIRM # 16849

SHEET 16 OF 18

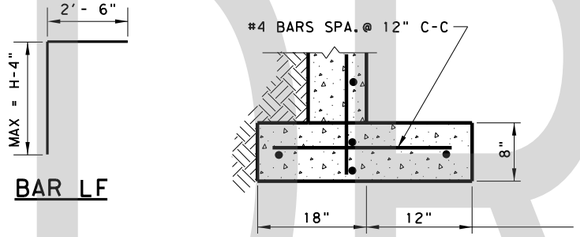
COUNTY	CITY	SHEET NO.
WILLIAMSON	HUTTO	88

DATE: 6/29/2026 5:00:28 PM
FILE: pw://wsbeng-pw.bentley.com:wsbeng-pw-01/Documents/Projects/Texas/024052-001/05 Discipline/Drainage/03 Sheets/024052-001-DR-XS-001

FINAL SUBMITTAL

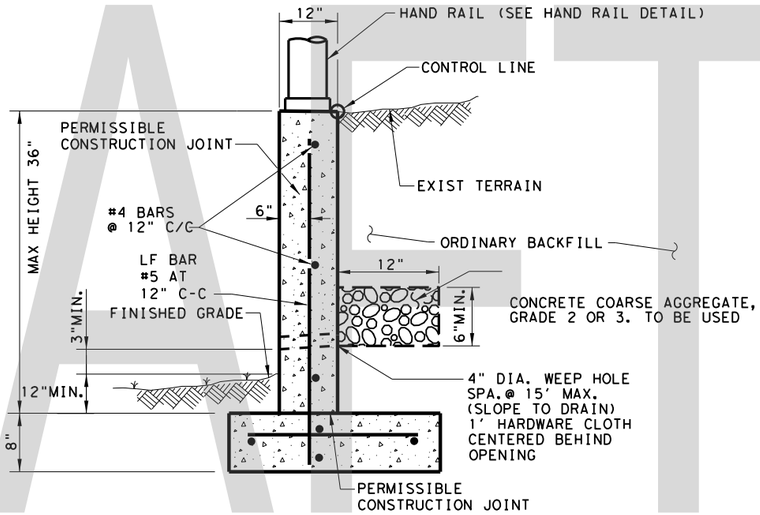
DRAFT

CONC WALL



BAR LF

FOOTING DETAIL



CONCRETE WALL

CITY OF HUTTO

WSB LLC
FIRM # 16849

LEGENDS OF HUTTO
DRAINAGE IMPROVEMENTS -
PHASE 1

CONCRETE
WALL DETAIL

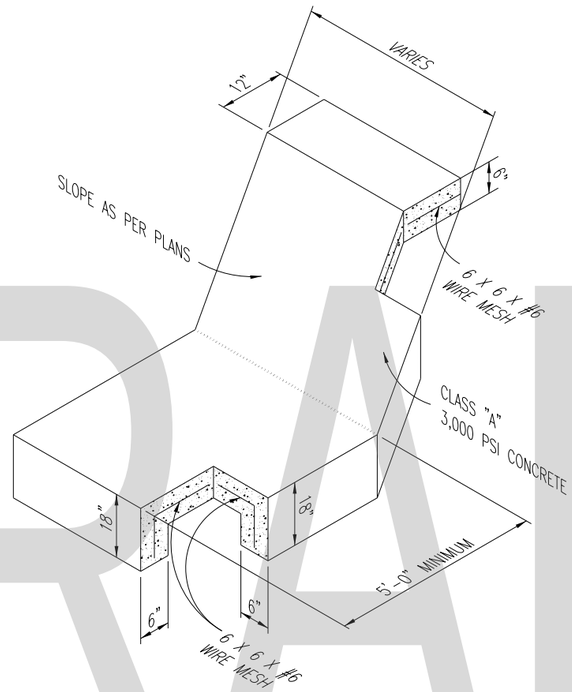
SHEET 1 OF 1

COUNTY	HIGHWAY
WILLIAMSON	-
CITY	SHEET NO.
HUTTO	108

DATE: 6/29/2026 4:56:23 PM
FILE: pw://wsbeng-pw.bentley.com:wsbeng-pw-01/Documents/Projects/Texas/024052-001/05 Discipline/Drainage/03 Sheets/024052-001-DR-STANDARDS

FINAL SUBMITTAL

DW	CK	DW	CK



NOTES:

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

DRAFT

CITY OF HUTTO

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

DATE: 6/29/2026 4:56:27 PM
FILE: pw://wsbeng-pw.bentley.com:wsbeng-pw-01/Documents/Projects/Texas/024052-001/05 Discipline/Drainage/03 Sheets/024052-001-DR-STANDARDS

REQUEST FOR INFORMATION

PROJECT	Legends of Hutto
RFI #	1
DATE	2/9/2026

TO	WSB LLC	**FROM**	Liberty Civil Construction
ATTN.	Selina Brandon	**CONTACT**	Zayd Hinedi
CELL #		**CELL #**	512-563-8366

QUESTION OR CONCERN

SUBJECT Existing Conflicts - Retaining Wall

QUESTION

Please see the markup on the following sheet. In relation to the retaining wall, we have existing manholes, water services, and ARV for the retaining wall excavation. Please advise as to how we need to proceed with this installation, as the structures are in conflict with the footing.

SUGGESTION

Existing conflicts will need to be removed/relocated to allow for the retaining wall excavation to take place.

THE ABOVE IS A CHANGE YES NO (CIRCLE ONE)

RESPONSE

RESPONSE

07/01/2026
Attached are the revised sheets that mitigate the utility conflict as well as the updated quantities. This would include a cost change and anticipated additional days to the contract time.
Estimated Updated Total Quantities:
Prop Excavation — 13,033.3 CY
Prop Sodding — 1,536 SY
Prop Seeding (Detention Pond 1) — 41,703 SY
Prop SCF — 2,480 LF

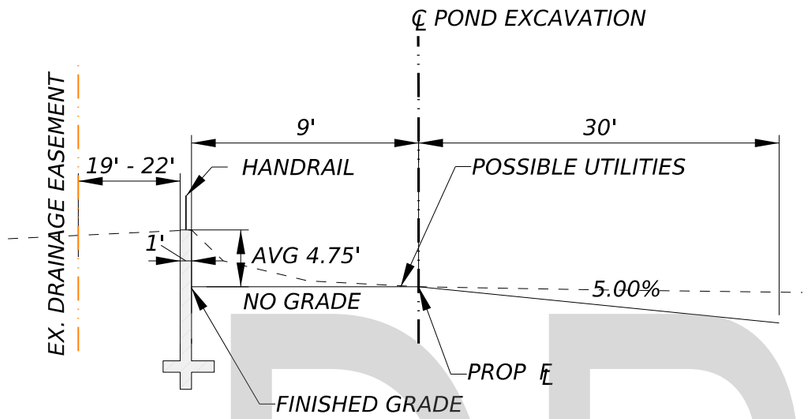
ACCEPTED

SIGNATURE **DATE**

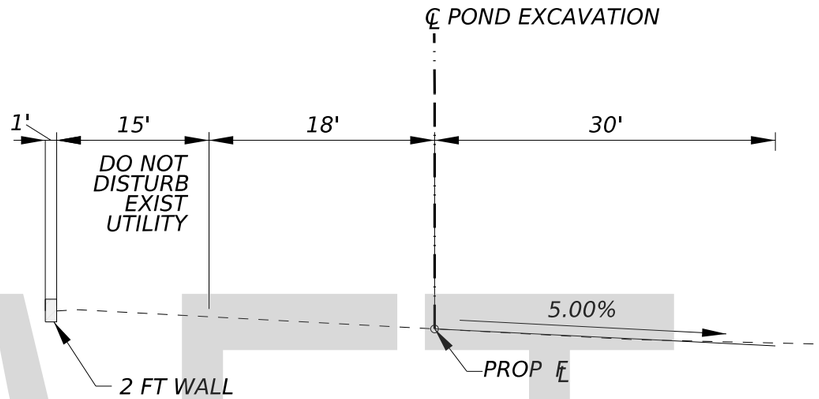
FINAL SUBMITTAL

REV. NO.	DESCRIPTION	DATE
1	RELOCATE RETAINING WALLS	06/28/2026

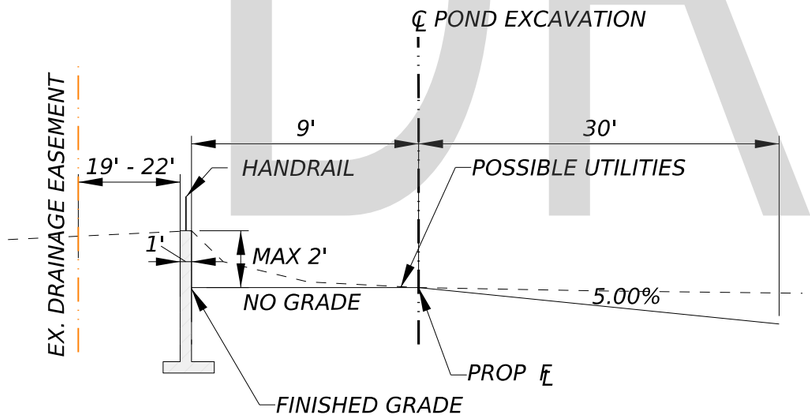
ALT BID NO.1 INCLUDES SAFETY RAILING ALONG BOTH SIDES OF NEW CHANNELS. BASE BID INCLUDES SAFETY RAILING ALONG ENTIRE DETENTION POND RETAINING WALL.



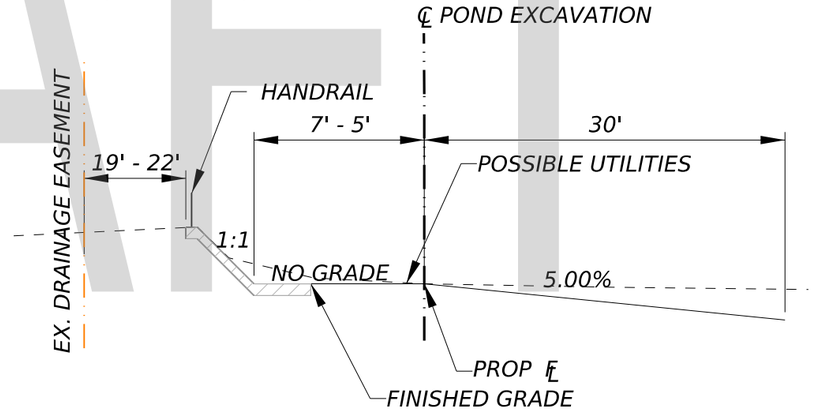
PROPOSED SECTION - POND EXCAVATION
℄ POND EXCAVATION STA 77+30.25 TO 80+80.25
STA 80+94.88 TO 82+70.88.



PROPOSED SECTION - POND EXCAVATION
℄ POND EXCAVATION STA 84+34.27 TO 84+63.67



PROPOSED SECTION - POND EXCAVATION
℄ POND EXCAVATION STA 83+10.88 TO 83+94.88



PROPOSED SECTION - POND EXCAVATION
℄ POND EXCAVATION STA 82+70.88 TO 83+10.88

*RETAINING WALL SHALL BE USED WHERE THE DIFFERENCE BETWEEN TOP OF WALL ELEVATION AND FINISHED GRADE EXCEEDS 2'-0". CONCRETE WALL SHALL BE USED WHERE THE DIFFERENCE BETWEEN TOP OF WALL ELEVATION AND FINISHED GRADE IS LESS THAN 2'-0".

CITY OF HUTTO

wsb 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

DATE: 6/29/2026 7:41:54 AM
FILE: pw://wsbeng-pw.bentley.com:wsbeng-pw-01/Documents/Projects/Texas/024052-001/05 Discipline/Drainage/03 Sheets/024052-001-DR-TYP-001

DRAFT

FINAL SUBMITTAL

CK | DW | CK | DW

MATCHLINE STA. 81+50.00

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

VERTICAL
0 2.5 5
SCALE IN FEET
1"=5'

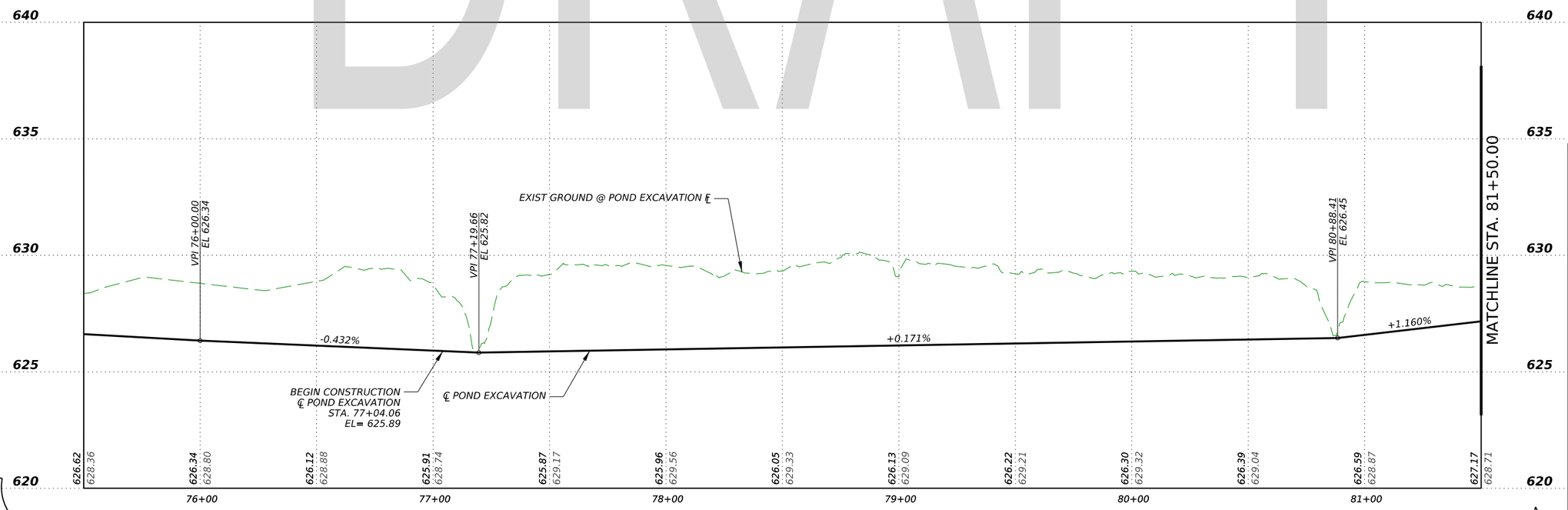
LEGEND

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

1

REV. NO.	DESCRIPTION	DATE
1	RELOCATE RETAINING WALL	06/28/2026



MATCHLINE STA. 81+50.00

CITY OF HUTTO

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

DATE: 6/29/2026 4:46:02 PM
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DRAFT

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FINAL SUBMITTAL

KERLEY COURT

HERRERA TRAIL

MATCHLINE STA. 81+50.00

PROPOSED GROUTED RIPRAP BEGINS
℄ POND EXCAVATION STA. 83+93.42
OFFSET: 18.0 LT

PROPOSED GROUTED RIPRAP
D50 = 0.42'
DEPTH = 1.46'
℄ TOP OF WALL

PROPOSED GROUTED RIPRAP ENDS
℄ POND EXCAVATION STA. 84+32.23
OFFSET: 18.0 LT

PROPOSED GROUTED RIPRAP BEGINS
℄ POND EXCAVATION STA. 83+66.36
OFFSET: 9.0 LT

PROPOSED GROUTED RIPRAP BEGINS
℄ POND EXCAVATION STA. 83+63.15
OFFSET: 7.0 RT

℄ POND EXCAVATION

PROPOSED GROUTED RIPRAP ENDS
℄ POND EXCAVATION STA. 84+27.15
OFFSET: 7.00 RT

END CONSTRUCTION
℄ POND EXCAVATION STA. 84+63.67
OFFSET: 0.0'

℄ POND REGRADING A-A

KROGH, MICHAEL RASCHEL
4019 HUTTO 78634

ARIAS, ERLINDA L
4021 KERLEY CT
HUTTO, TX 78634

ASHCROFT, PAULA R
215 HERRERA TRL
HUTTO, TX 78634

JAIMES, LORENZO M & MARIA H
TRUSTS OF JAIMES & TRYON JAIMES
LORENZA JAIMES REV TRUST
217 HERRERA TRL
HUTTO, TX 78634

JENNINGS, TED J III & LAURA ERA TRL
221 HERRERA TRL
HUTTO, TX 78634

NGUYEN, PHONG & THANH MAI TRAN &
WILLARD RERA TRL
223 HUTTO, TX 78634

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

VERTICAL
0 2.5 5
SCALE IN FEET
1"=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:
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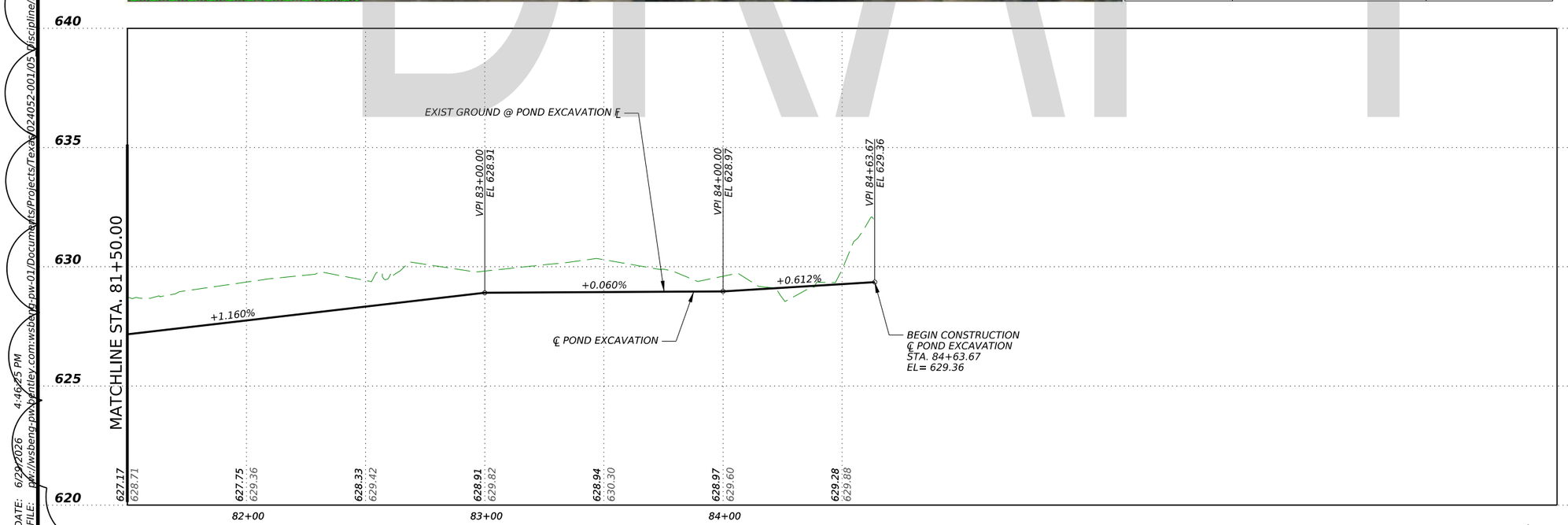
2. CONTRACTOR SHALL MATCH INVERTS AND FLOWLINES OF EXISTING CULVERTS. EXISTING CULVERTS SHALL NOT BE MODIFIED OR DAMAGED
3. SEE SHEET 97 & 98 FOR SMALL SIGN DETAIL

REV. NO.	DESCRIPTION	DATE
1	RELOCATE RETAINING WALL	06/28/2026



CITY OF HUTTO

WSB LLC
FIRM # 16849

LEGENDS OF HUTTO DRAINAGE IMPROVEMENTS - PHASE 1

PLAN AND PROFILE
STA. 81+50 TO END

SHEET 12 OF 16

COUNTY	HIGHWAY
WILLIAMSON	-
CITY	SHEET NO.
HUTTO	26

DRAFT

DATE: 6/29/2026 4:46:25 PM
FILE: pw://wsbeng-pw.entley.com:wsbeng-pw-01/Documents/Projects/Texas/024052-001/05 Discipline/Drainage/03 Sheets/024052-001-DR-PP-009.dgn

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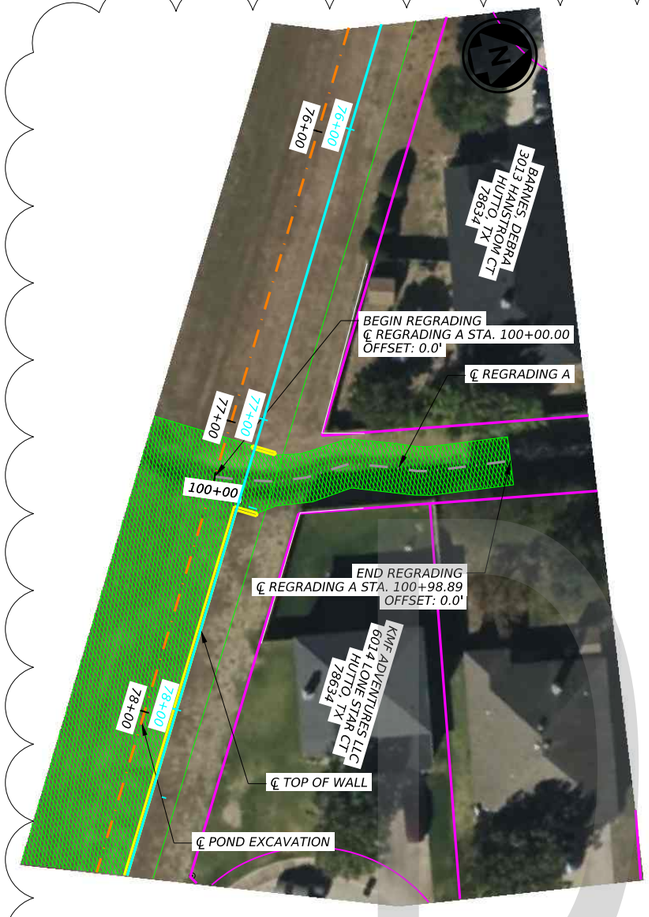

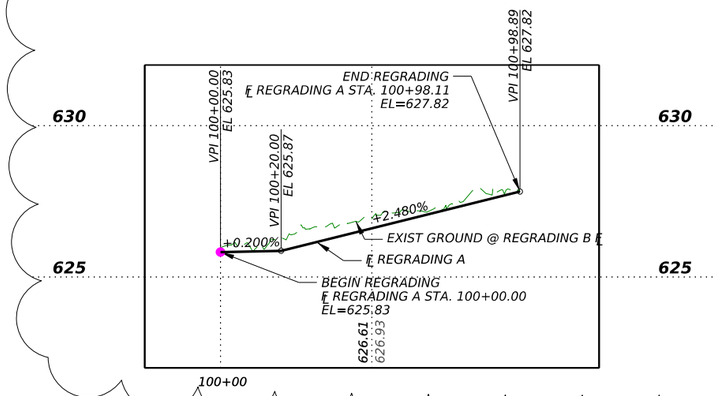

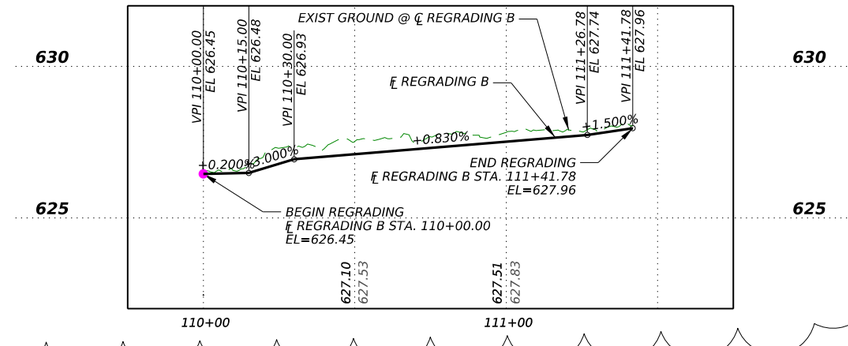

HORIZONTAL
0 25 50
SCALE IN FEET
1"=50'

VERTICAL
0 2.5 5
SCALE IN FEET
1"=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

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1

REV. NO.	DESCRIPTION	DATE
1	RELOCATE RETAINING WALL	06/28/2026

CITY OF HUTTO

wsb WSB LLC
FIRM # 16849

LEGENDS OF HUTTO DRAINAGE IMPROVEMENTS - PHASE 1

PLAN AND PROFILE
BEGIN TO END

SHEET 13 OF 16

COUNTY	HIGHWAY
WILLIAMSON	-
CITY	SHEET NO.
HUTTO	27

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DRAFT

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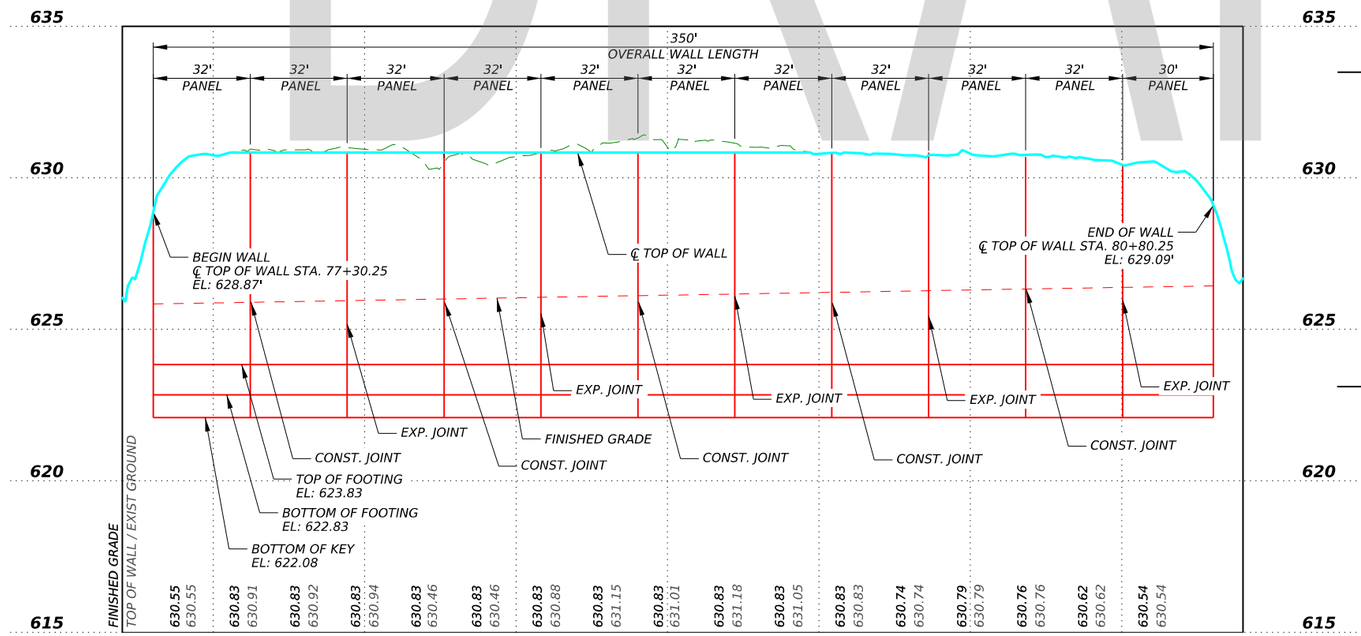
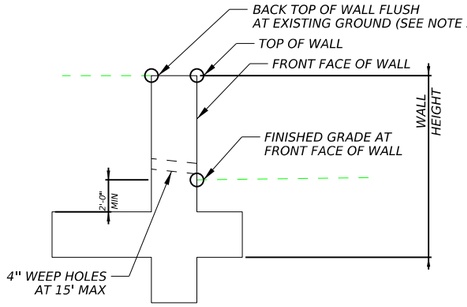
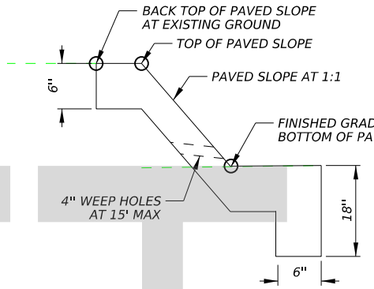
FINAL SUBMITTAL





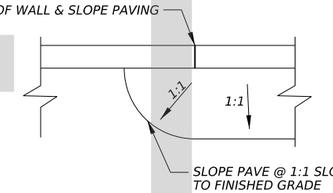
TYPICAL SECTION

N.T.S.



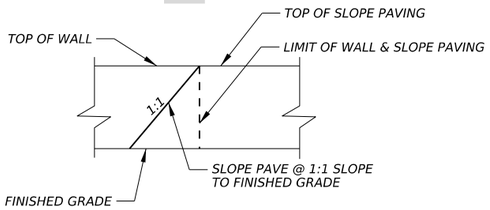
SLOPE PAVING TYPICAL SECTION

N.T.S.



SLOPE PAVE CONE PLAN DETAIL

N.T.S.



SLOPE PAVE CONE PROFILE DETAIL

N.T.S.

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

VERTICAL
0 2.5 5
SCALE IN FEET
1"=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
- REGRADING CHANNEL
- WALL FOOTING

NOTES:
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1

REV. NO.	DESCRIPTION	DATE
1	RELOCATE RETAINING WALL	06/28/2026

CITY OF HUTTO

wsb WSB LLC
FIRM # 16849

LEGENDS OF HUTTO DRAINAGE IMPROVEMENTS - PHASE 1

PLAN AND PROFILE

STA. 77+30.25 TO 80+80.25
RET WALL 1

SHEET 15 OF 16

COUNTY	HIGHWAY
WILLIAMSON	-
CITY	SHEET NO.
HUTTO	29

DATE: 6/29/2026 4:46:51 PM
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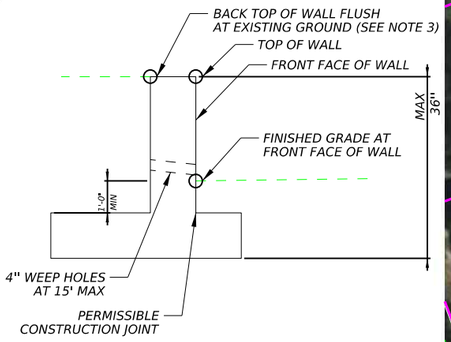
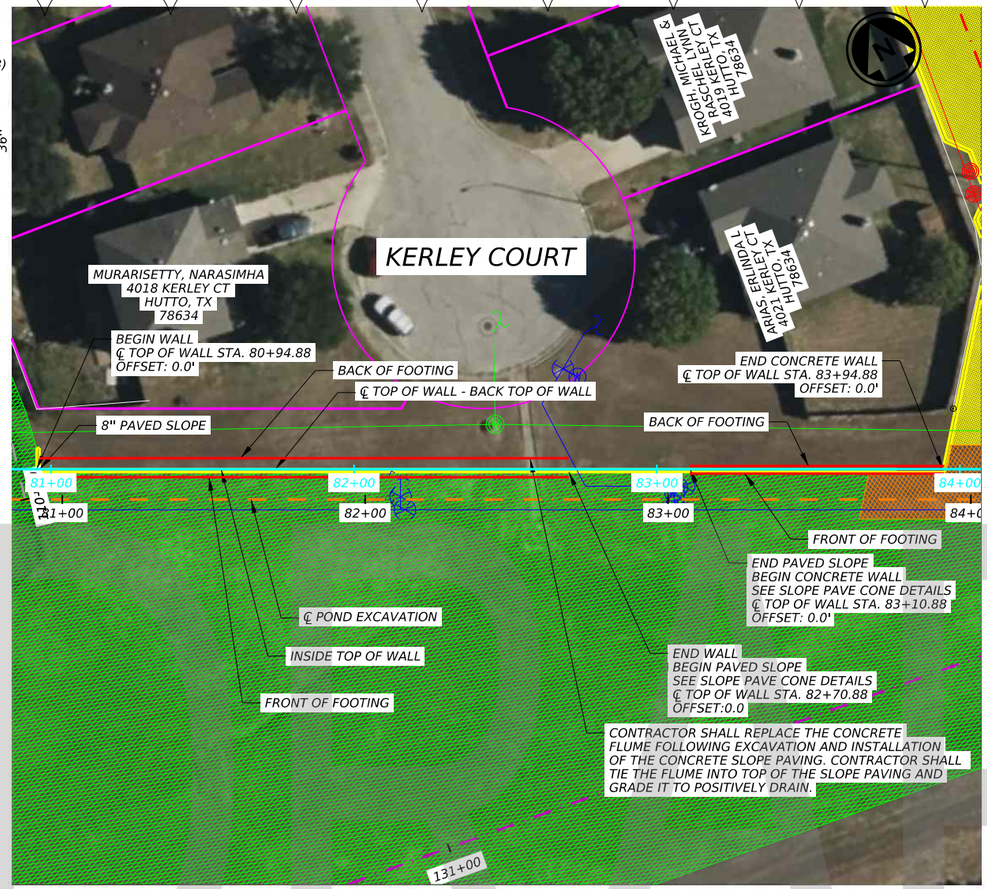
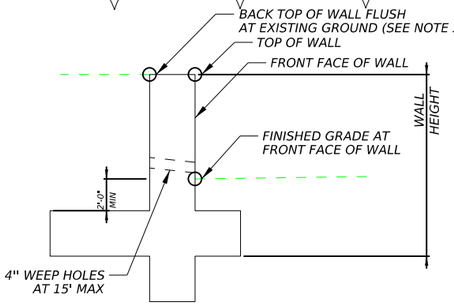


CONCRETE WALL TYPICAL SECTION

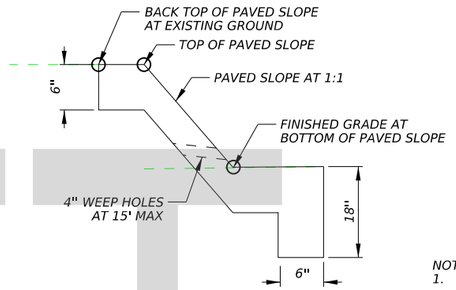
N.T.S.





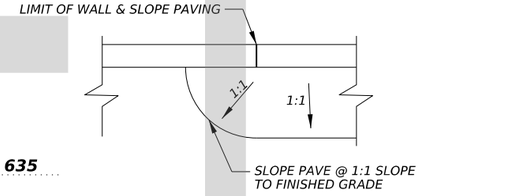
RETAINING WALL TYPICAL SECTION

N.T.S.



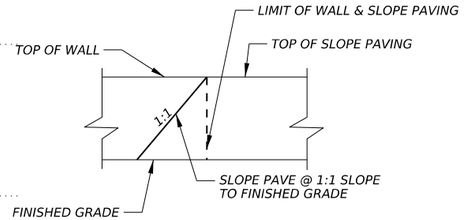
SLOPE PAVING TYPICAL SECTION

N.T.S.



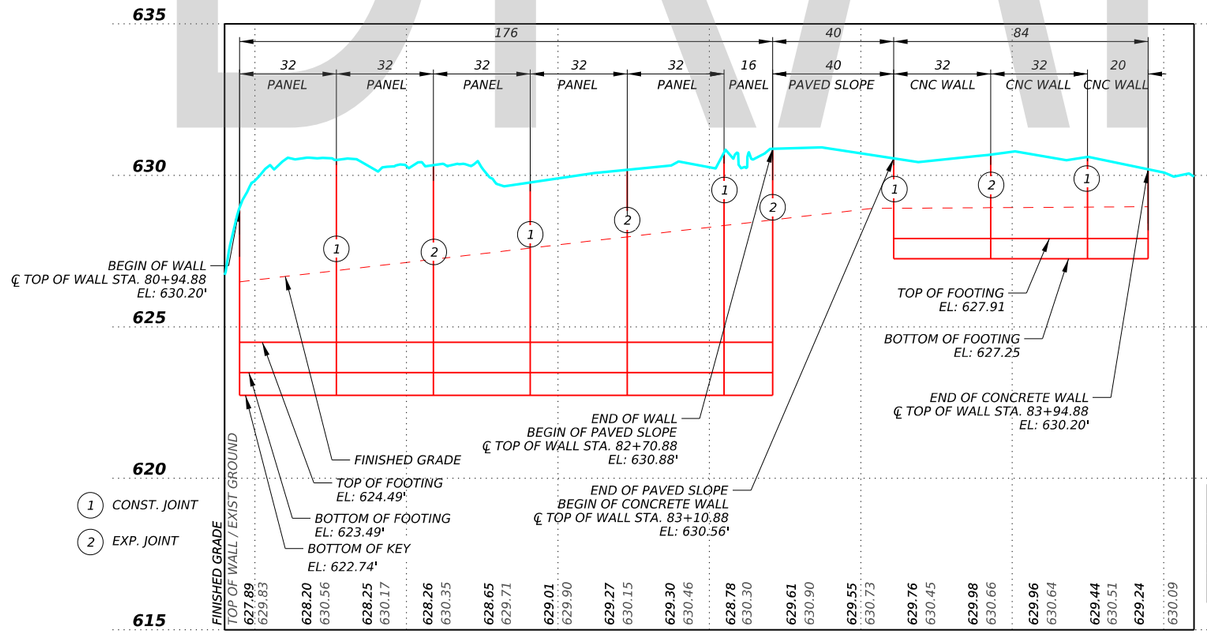
SLOPE PAVE CONE PLAN DETAIL

N.T.S.



SLOPE PAVE CONE PROFILE DETAIL

N.T.S.



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

VERTICAL
0 2.5 5
SCALE IN FEET
1"=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
- REGRADING CHANNEL
- WALL FOOTING

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REV. NO.	DESCRIPTION	DATE
1	RELOCATE RETAINING WALL	06/28/2026

CITY OF HUTTO

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

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FINAL SUBMITTAL

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

GAINER COURT
HANSTROM COURT
LONE STAR COURT
KERLEY COURT

ARNEJO ARELLANO, JOSE A
4006 GAINER CT
HUTTO, TX
78634

SMITH, SHAWN E (TOD)
4009 GAINER CT
HUTTO, TX
78634

STUCKLER, DAVID
3010 HANSTROM CT
HUTTO, TX
78634

BARNES, DEBRA
3013 HANSTROM CT
HUTTO, TX
78634

KMF ADVENTURES LLC
6014 LONE STAR CT
HUTTO, TX
78634

BERTELS, KYLE &
JENNA K
6017 LONE STAR CT
HUTTO, TX
78634

MURARISETTY, NARASIMHA
4018 KERLEY CT
HUTTO, TX
78634

ARIAS, ERLINDA
4021 KERLEY CT
HUTTO, TX
78634

SEE NOTE 4

℄ REGRADING A

℄ REGRADING B

℄ POND EXCAVATION

℄ POND REGRADING B-B

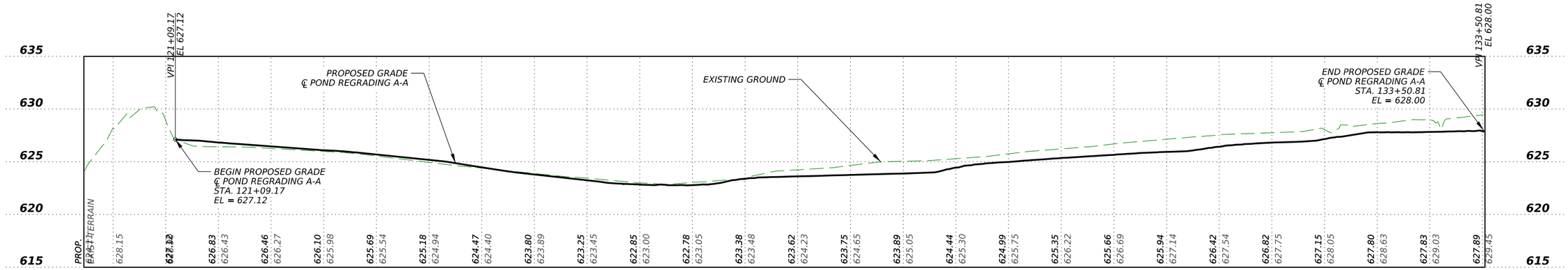
℄ POND REGRADING A-A

140+00 141+00 142+00 143+00 144+00 145+00 146+00 147+00 148+00 149+00 150+00 151+00 152+00 153+00 154+00 155+00 156+00 157+00 158+00 159+00 160+00 161+00 162+00 163+00 164+00 165+00 166+00 167+00 168+00 169+00 170+00 171+00 172+00 173+00 174+00 175+00 176+00 177+00 178+00 179+00

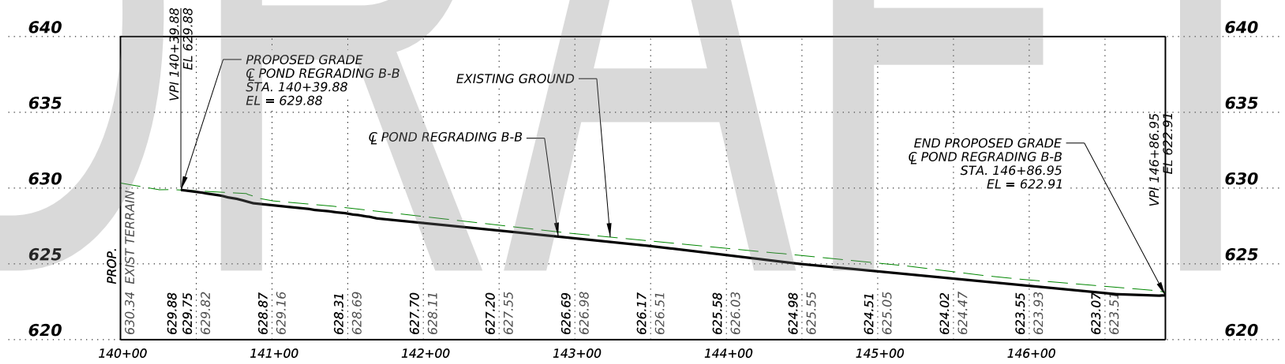
FINAL SUBMITTAL

CK | DW | CK | DW

VERTICAL
0 2.5 5
SCALE IN FEET
1"=5'



POND REGRADING A-A PROFILE



POND REGRADING B-B PROFILE

DRAFT

REV. NO.	DESCRIPTION	DATE
1	RELOCATE RETAINING WALL	06/28/2026

1

CITY OF HUTTO

wsb

WSB LLC
FIRM # 16849

LEGENDS OF HUTTO DRAINAGE IMPROVEMENTS - PHASE 1

POND REGRADING

DETENTION POND
PROFILE

SHEET 2 OF 2

COUNTY	HIGHWAY
WILLIAMSON	-
CITY	SHEET NO.
HUTTO	32

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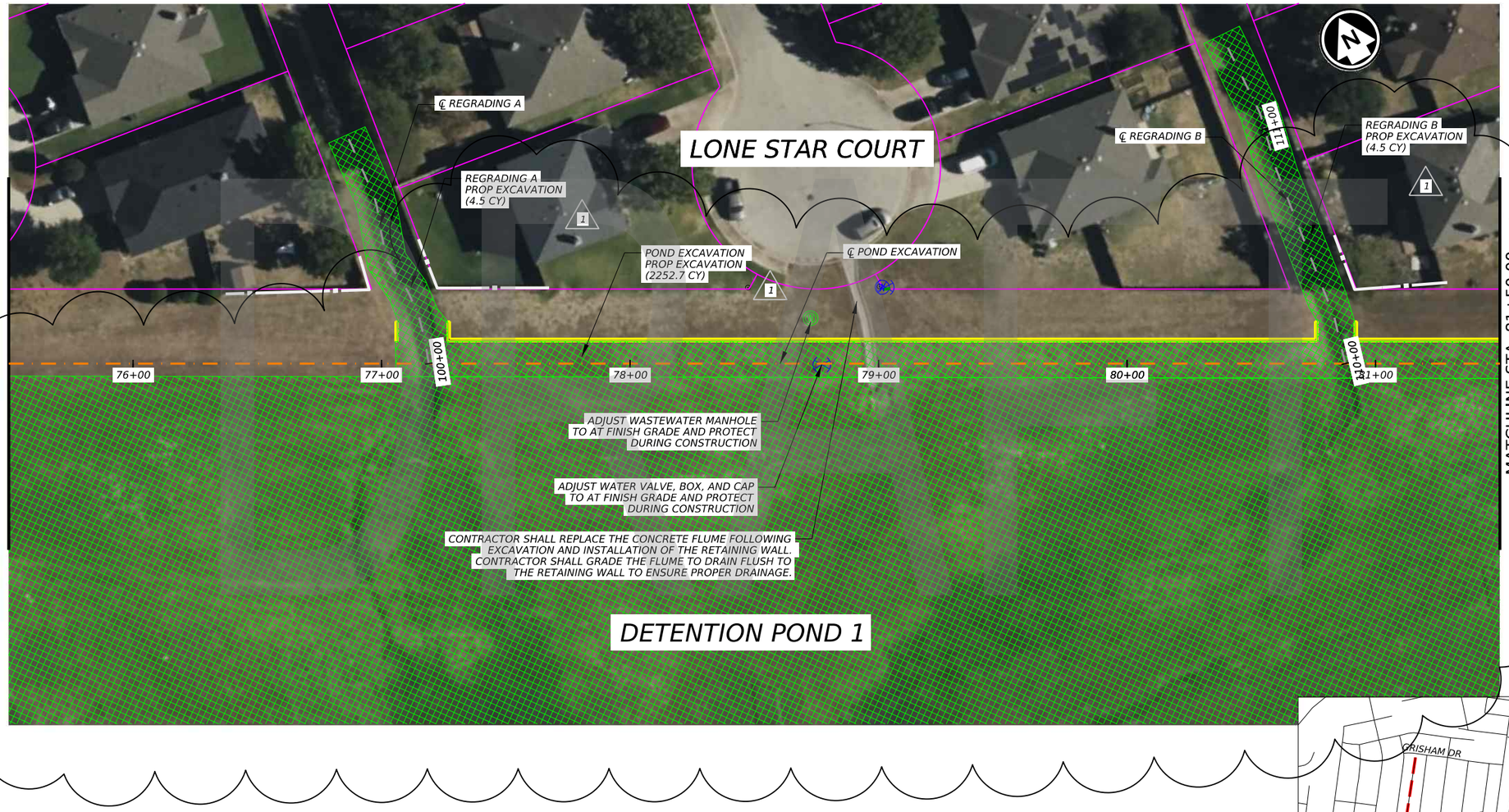
FINAL SUBMITTAL

DW	CK	DW	CK

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

REV. NO.	DESCRIPTION	DATE
1	RELOCATE RETAINING WALL	06/28/2026

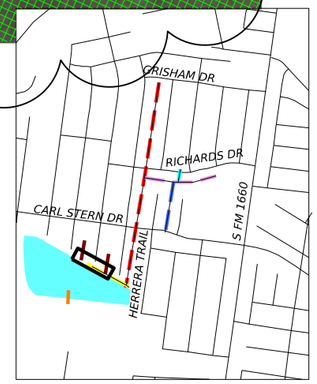


LEGEND

- 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:

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.



N.T.S

CITY OF HUTTO

wsb

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

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FINAL SUBMITTAL

CK	DW	CK	DW

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

REV. NO.	DESCRIPTION	DATE
1	RELOCATE RETAINING WALL	06/28/2026

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

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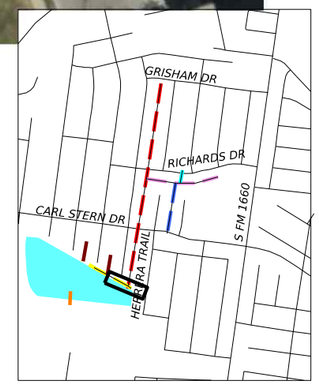

N.T.S

CITY OF HUTTO

WSB LLC
FIRM # 16849

LEGENDS OF HUTTO DRAINAGE IMPROVEMENTS - PHASE 1

REMOVAL PLANS

STA 81+50 TO END

SHEET 9 OF 10

COUNTY	HIGHWAY
WILLIAMSON	-
CITY	SHEET NO.
HUTTO	41

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FINAL SUBMITTAL

GAINER COURT

HANSTROM COURT

LONE STAR COURT

KERLEY COURT

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
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- ℄ REGRADING
- EXCAVATION
- UTILITY POLE

NOTES:

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℄ REGRADING A

℄ POND EXCAVATION

ADJUST WASTEWATER MANHOLE TO AT FINISH GRADE AND PROTECT DURING CONSTRUCTION

℄ REGRADING B

ADJUST WATER VALVE/HYDRANT TO AT FINISH GRADE AND PROTECT DURING CONSTRUCTION

℄ POND REGRADING B-B

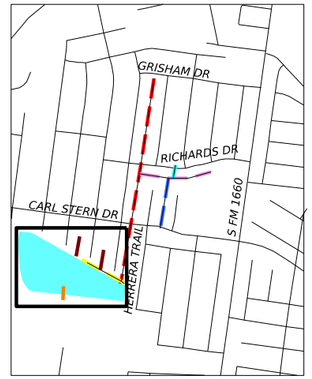
DETENTION POND 1 PROP EXCAVATION (10055.2 CY)

ADJUST WASTEWATER MANHOLE TO AT FINISH GRADE AND PROTECT DURING CONSTRUCTION

℄ POND REGRADING A-A

ADJUST WATER VALVE/HYDRANT TO AT FINISH GRADE AND PROTECT DURING CONSTRUCTION

REV. NO.	DESCRIPTION	DATE
1	RELOCATE RETAINING WALL	06/28/2026



N.T.S

CITY OF HUTTO

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

DATE: 6/29/2026 8:52:12 AM
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FINAL SUBMITTAL

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

LEGEND
- PARCELS
- CONCRETE WALL
- ℄ CHNL_D ALIGN
- ℄ CHNL_E ALIGN
- ℄ CHNL_4 ALIGN
- ℄ CHNL_F ALIGN
- ℄ DETPOND_OUT ALIGN
- ℄ POND EXCAVATION
- ℄ REGRADING
- SCF — PROPOSED SILT CONTROL FENCE
- RFD/2 — PROPOSED ROCK BERM
- FENCE LINE
- PROPOSED SEEDING
- PROPOSED SOD
- EXISTING MINOR CONTOURS (0.5 FT)
- EXISTING MAJOR CONTOURS (1 FT)
- FLOW OF WATER

LONE STAR COURT

REGRADING A- 6A
144 SY PROP SODDING
DATE INSTALLED:
DATE REMOVED:

REGRADING B- 6B
250 SY PROP SODDING
DATE INSTALLED:
DATE REMOVED:

LIMITS OF CONSTRUCTION
LIMITS OF CONSTRUCTION
LIMITS OF CONSTRUCTION
℄ POND EXCAVATION

111+00
100+00
100+00
121+00

76+00 77+00 78+00 79+00 80+00

SCF SCF SCF SCF SCF

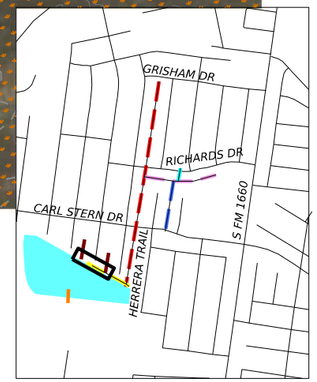
POND EXCAVATION - 5B2
996.0 SY PROP SODDING
DATE INSTALLED:
1

MATCHLINE STA. 81+50.00

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.

DETENTION POND 1

REV. NO.	DESCRIPTION	DATE
1	RELOCATE RETAINING WALL	06/28/2026



N.T.S

CITY OF HUTTO

wsb
WSB LLC
FIRM # 16849

LEGENDS OF HUTTO DRAINAGE IMPROVEMENTS - PHASE 1

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

SHEET 11 OF 13

COUNTY	HIGHWAY
WILLIAMSON	-
CITY	SHEET NO.
HUTTO	58

DATE: 6/29/2026 8:56:52 AM
FILE: pw://wsbeng-pw.bentley.com:wsbeng-pw-01/Documents/Projects/Texas/024052-001/05 Discipline/Drainage/03 Sheets/024052-001-DR-EC-001

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FINAL SUBMITTAL

CK | DW | CK | DW

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

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

KERLEY COURT

HERRERA TRAIL

℄ CHNL D

11+00

10+00

LIMITS OF CONSTRUCTION

℄ POND EXCAVATION

MATCHLINE STA. 81+50.00

82+00

83+00

84+00

SCF

POND EXCAVATION- 5C2
540 SY PROP SODDING

DATE INSTALLED:

1

DETENTION POND 1

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).
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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
1	RELOCATE RETAINING WALL	06/28/2026

N.T.S

CITY OF HUTTO

wsb
WSB LLC
FIRM # 16849

LEGENDS OF HUTTO DRAINAGE IMPROVEMENTS - PHASE 1

EROSION CONTROL PLANS
STA. 81+50 TO END

SHEET 12 OF 13

COUNTY	HIGHWAY
WILLIAMSON	-
CITY	SHEET NO.
HUTTO	59

DATE: 6/29/2026 8:57:05 AM
FILE: pw://wsbeng-pw.bentley.com:wsbeng-pw-01/Documents/Projects/Texas/024052-001/05 Discipline/Drainage/03 Sheets/024052-001-DR-EC-001

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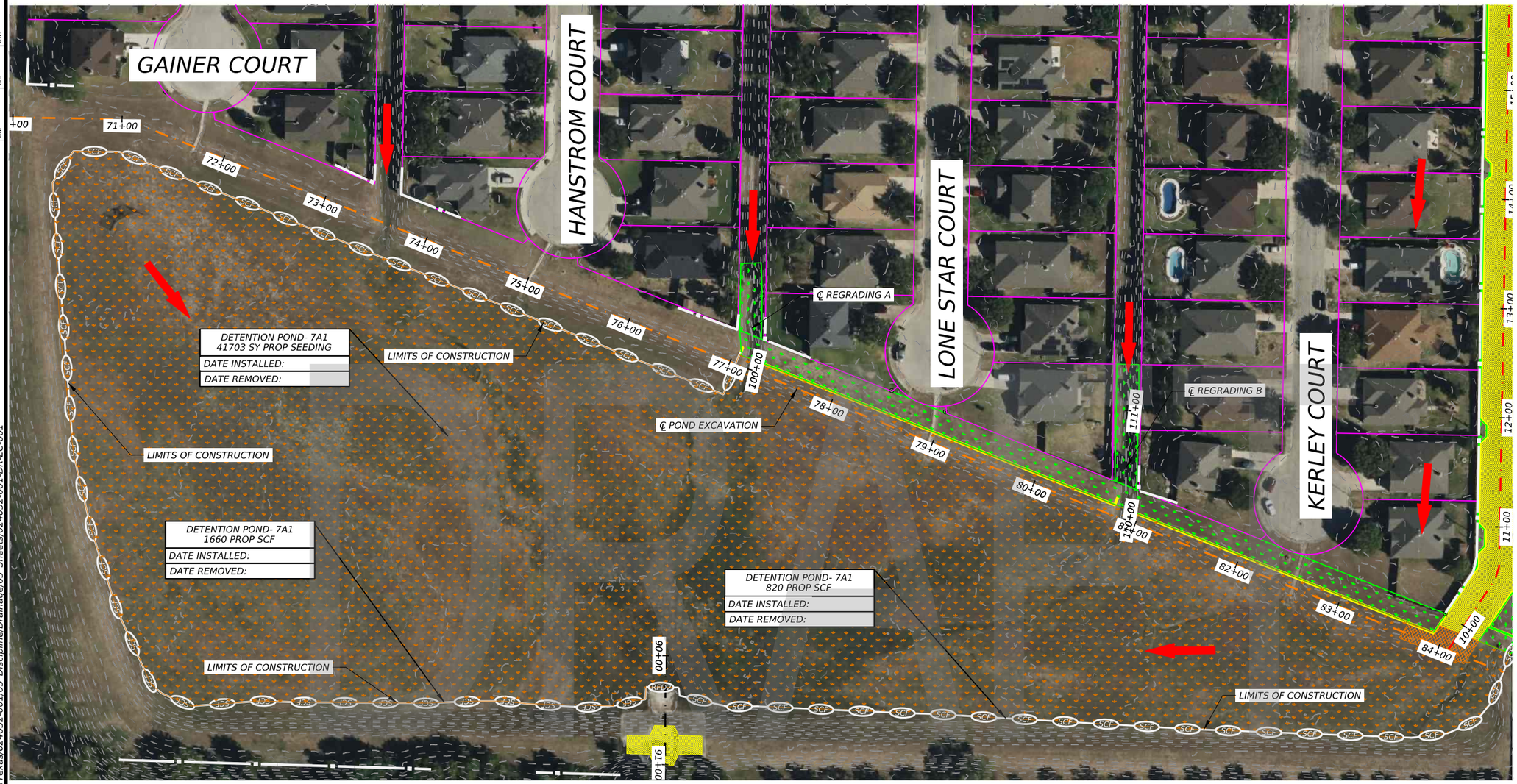
FINAL SUBMITTAL



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

LEGEND

- PARCELS
- CONCRETE WALL
- ℄ CHNL_D ALIGN
- ℄ CHNL_E ALIGN
- ℄ CHNL_4 ALIGN
- ℄ CHNL_F ALIGN
- ℄ DETPOND_OUT ALIGN
- ℄ POND EXCAVATION
- ℄ REGRADING
- SCF — PROPOSED SILT CONTROL FENCE
- RFD2 — PROPOSED ROCK BERM
- PROPOSED SOD
- PROPOSED SEEDING
- EXISTING CONTOURS

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.
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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.
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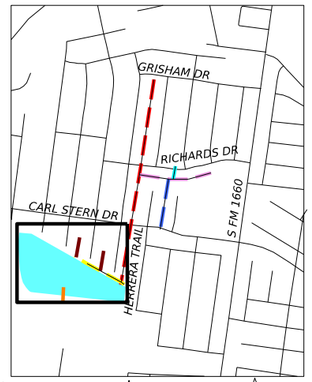
1

REV. NO.	DESCRIPTION	DATE
1	RELOCATE RETAINING WALL	06/28/2026



N.T.S

CITY OF HUTTO

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

DATE: 6/29/2026 8:57:16 AM
FILE: pw://wsbeng-pw.bentley.com:wsbeng-pw-01/Documents/Projects/Texas/024052-001/05 Discipline/Drainage/03 Sheets/024052-001-DR-EC-001

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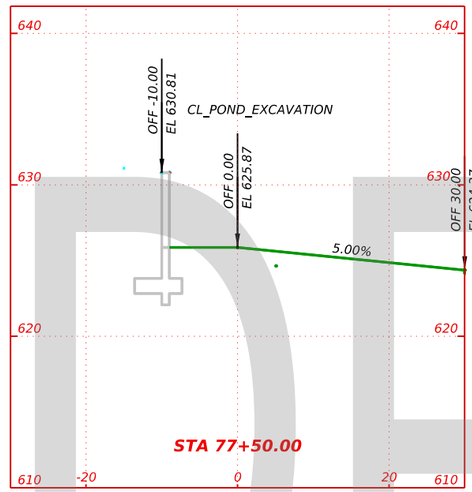
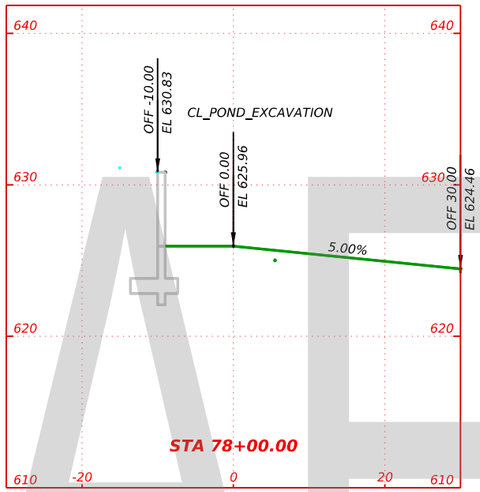
REV. NO.	DESCRIPTION	DATE
1	RELOCATE RETAINING WALL	06/28/2026

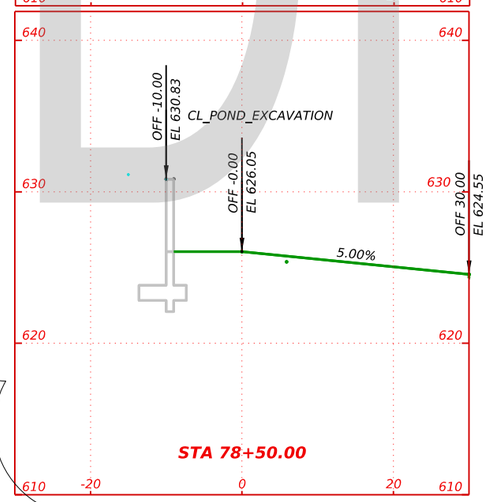
1

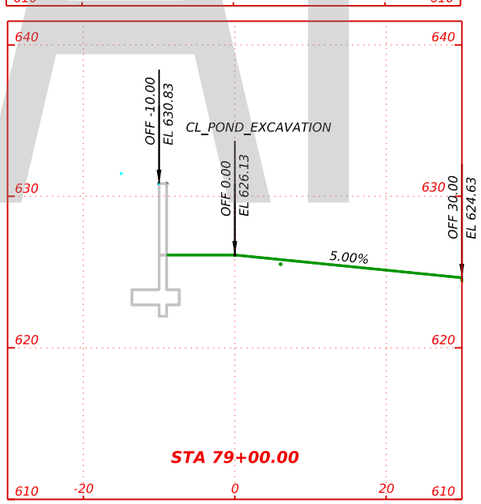
LEGEND

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









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CITY OF HUTTO

WSB LLC
FIRM # 16849

SHEET 14 OF 18

COUNTY	CITY	SHEET NO.
WILLIAMSON	HUTTO	86

DATE: 6/29/2026 5:00:24 PM
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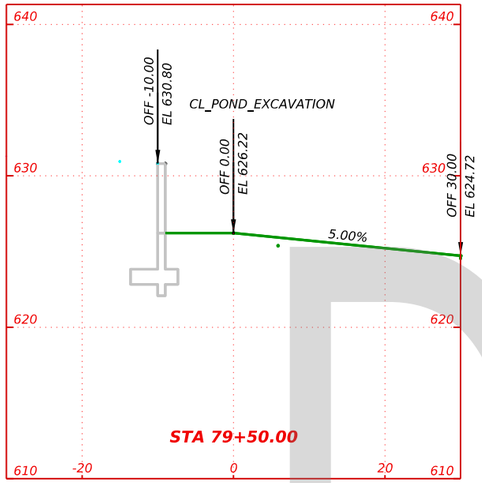
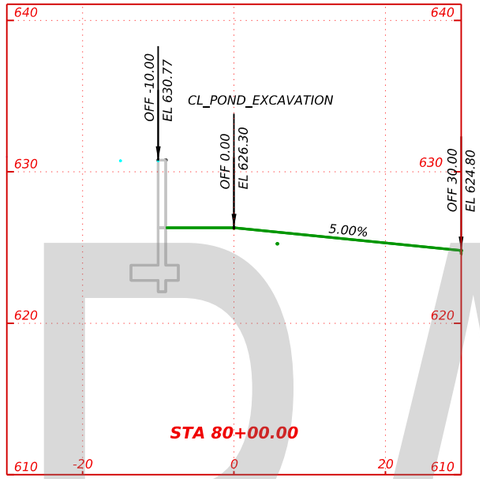
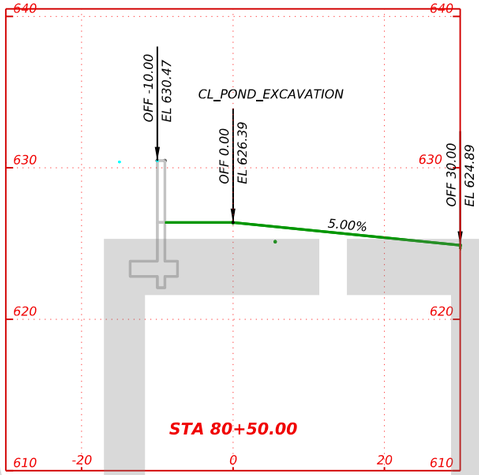
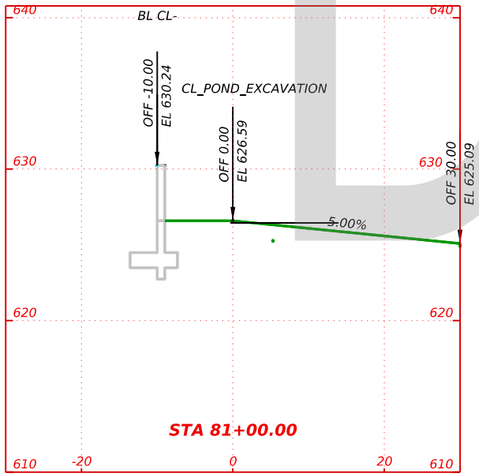
REV. NO.	DESCRIPTION	DATE
1	RELOCATE RETAINING WALL	06/28/2026

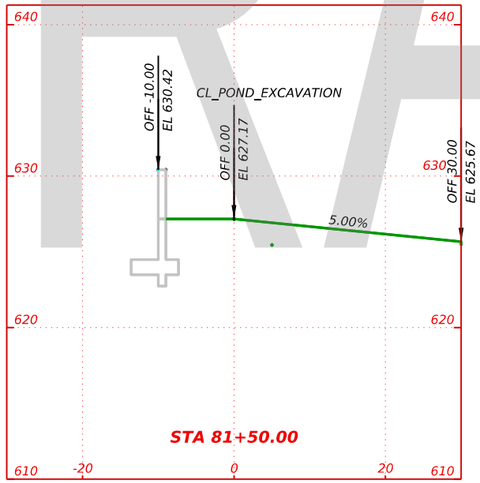
1

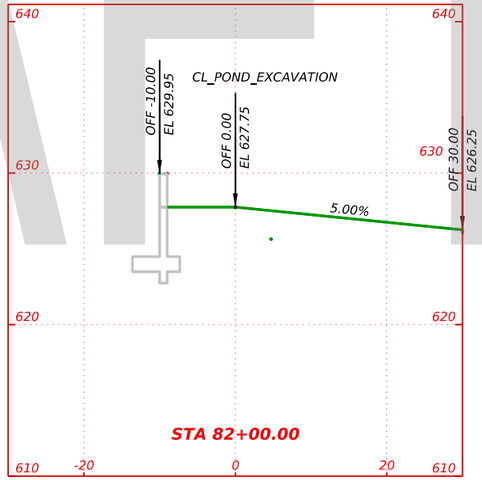












LEGEND

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

DRAFT

DATE: 6/29/2026 5:00:26 PM
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CITY OF HUTTO

wsb

WSB LLC
FIRM # 16849

SHEET 15 OF 18

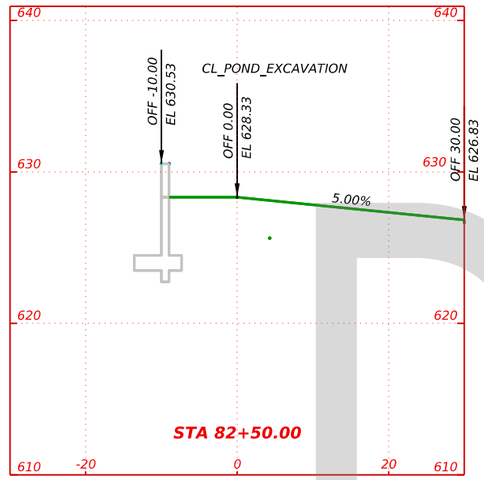
COUNTY	CITY	SHEET NO.
WILLIAMSON	HUTTO	87

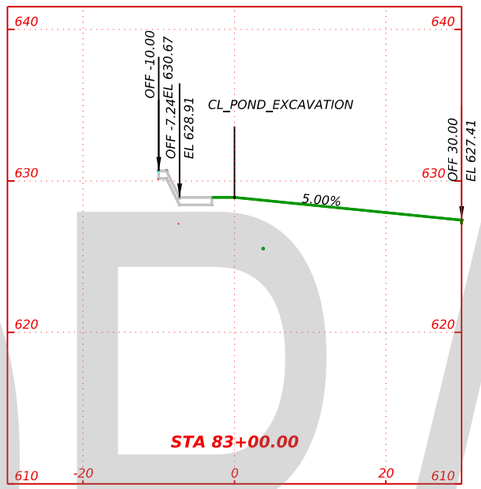
REV. NO.	DESCRIPTION	DATE
1	RELOCATE RETAINING WALL	06/28/2026

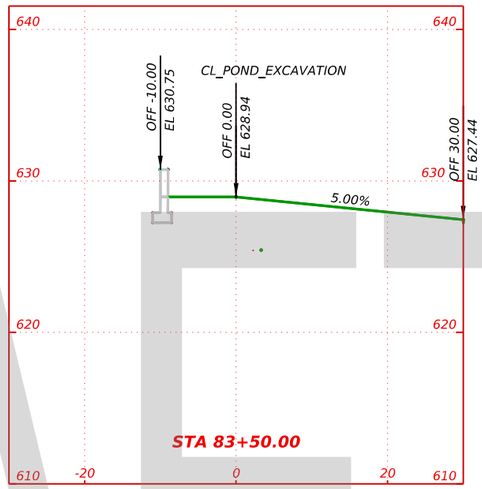
1

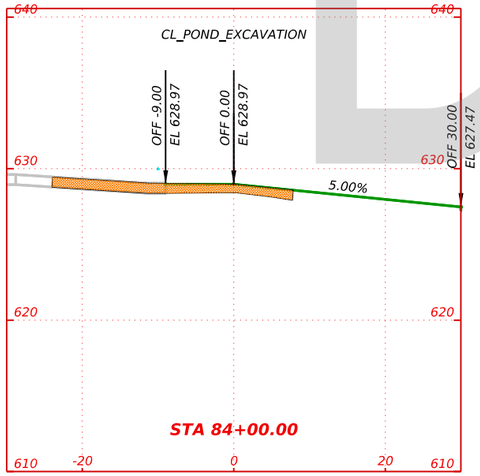
LEGEND

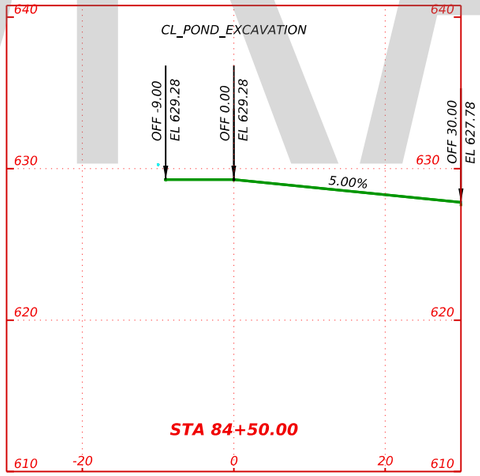
- PROPOSED GROUND
- PROPOSED CONCRETE
- DRAINAGE EASEMENT
- FENCE LINE
- EXISTING GROUND
- PROPOSED GROUTED RIPRAP











DRAFT

CITY OF HUTTO

WSB LLC
FIRM # 16849

SHEET 16 OF 18

COUNTY	CITY	SHEET NO.
WILLIAMSON	HUTTO	88

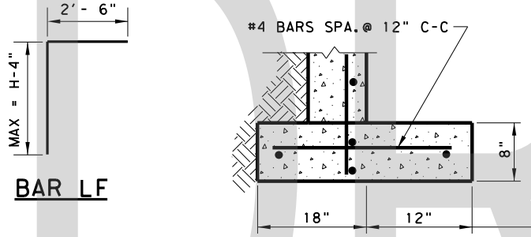
DATE: 6/29/2026 5:00:28 PM
FILE: pw://wsbeng-pw.bentley.com:wsbeng-pw-01/Documents/Projects/Texas/024052-001/05 Discipline/Drainage/03 Sheets/024052-001-DR-XS-001

FINAL SUBMITTAL

DW | CK | DW | CK

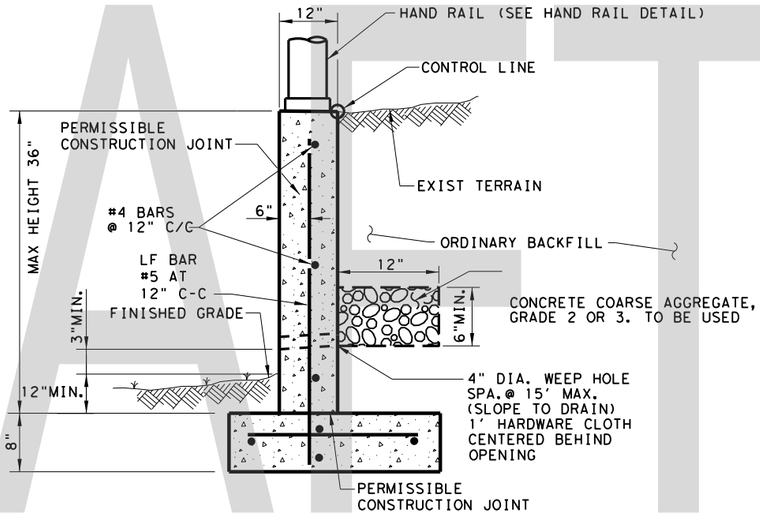
DRAFT

CONC WALL



BAR LF

FOOTING DETAIL



CONCRETE WALL

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CITY OF HUTTO

wsb WSB LLC
FIRM # 16849

LEGENDS OF HUTTO
DRAINAGE IMPROVEMENTS - PHASE 1

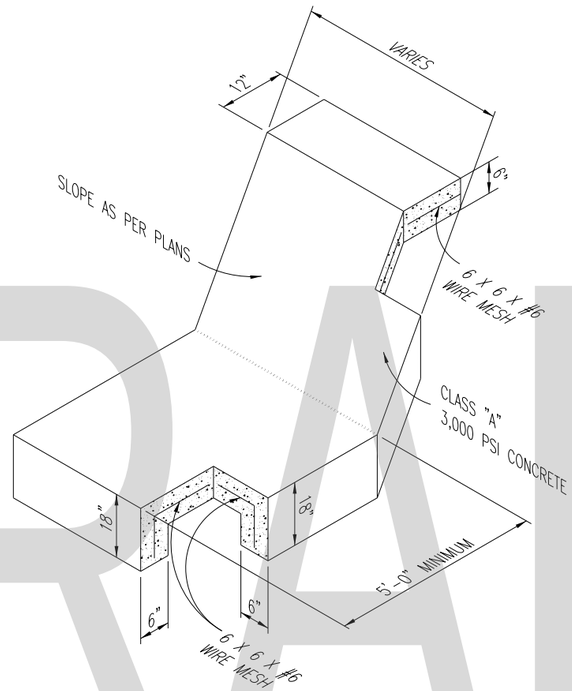
CONCRETE
WALL DETAIL

SHEET 1 OF 1

COUNTY	HIGHWAY
WILLIAMSON	-
CITY	SHEET NO.
HUTTO	108

FINAL SUBMITTAL

DW	CK	DW	CK



DRAFT

NOTES:

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

CITY OF HUTTO

WSB LLC
FIRM # 16849

LEGENDS OF HUTTO DRAINAGE IMPROVEMENTS - PHASE 1

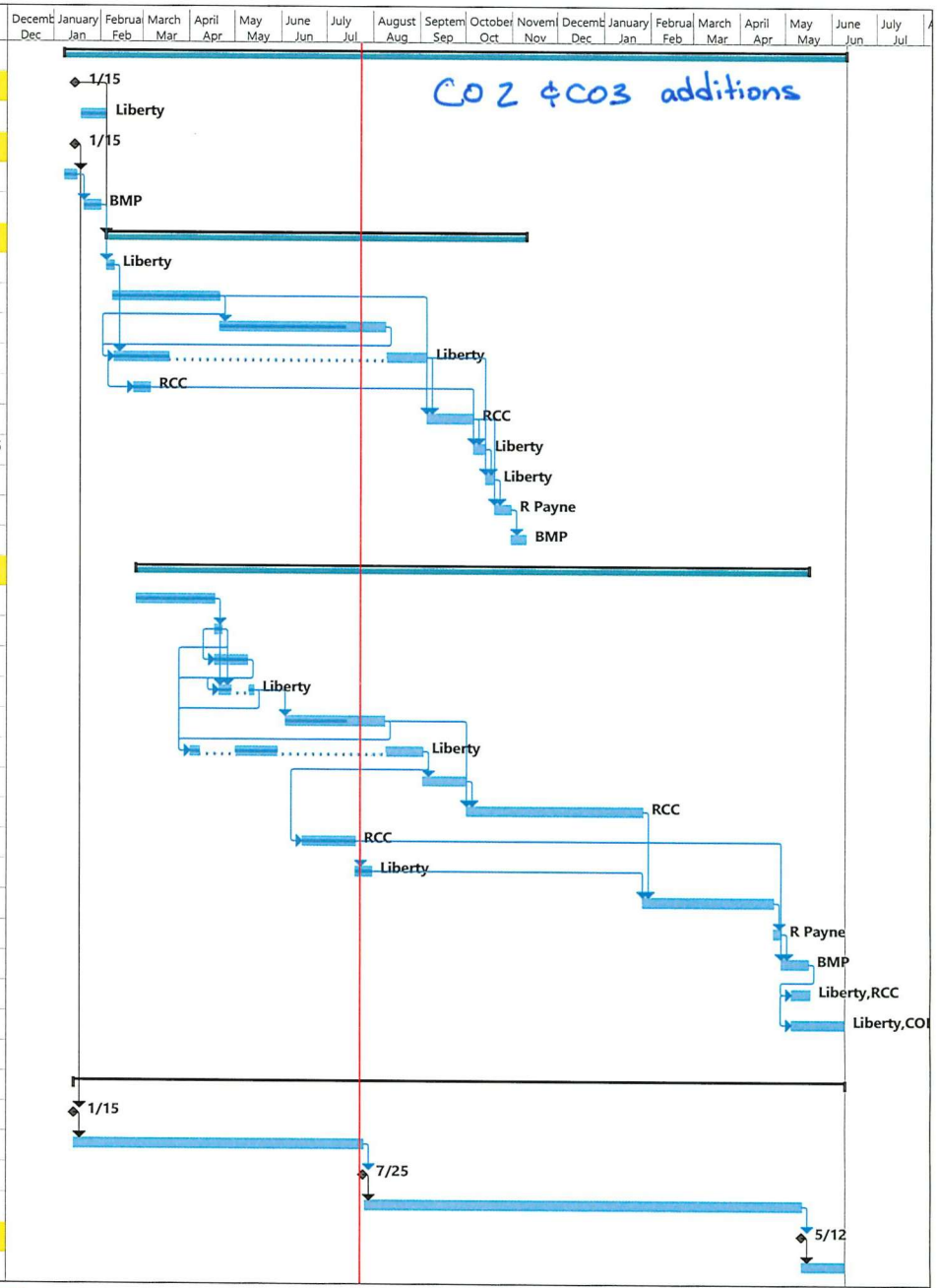
PAVED SLOPE STANDARD

SHEET 1 OF 1

COUNTY	HIGHWAY
WILLIAMSON	-
CITY	SHEET NO.
HUTTO	109

DATE: 6/29/2026 4:56:27 PM
FILE: pw://wsbeng-pw.bentley.com:wsbeng-pw-01/Documents/Projects/Texas/024052-001/05 Discipline/Drainage/03 Sheets/024052-001-DR-STANDARDS

ID	Task Mode	Task Name	Duration	Start	Finish
1		**25055 - Legends of Hutto Drainage**	**445 days**	**Thu 1/8/26**	**Thu 6/10/27**
2		Precon	0 days	Thu 1/15/26	Thu 1/15/26
3		Survey, Layout & Calibration	15 days	Mon 1/19/26	Wed 2/4/26
4		NTP	0 days	Thu 1/15/26	Thu 1/15/26
5		PENDING SIGNED CONTRACT and Precon	7 days	Thu 1/8/26	Thu 1/15/26
6		Erosion Control	10 days	Wed 1/21/26	Sat 1/31/26
7		**POND IMPROVEMENTS**	**239 days**	**Thu 2/5/26**	**Tue 11/10/26**
8		Clearing and Stripping Pond	4 days	Thu 2/5/26	Mon 2/9/26
9		RFI 1 - Existing Pond/Retaining Wall Conflicts(Critical Path)	61 days	Mon 2/9/26	Mon 4/20/26
10		Working on CO for RFI 1(PENDING APPROVAL | Submitted: 5/7/26)	95 days	Tue 4/21/26	Sat 8/8/26
11		Excavation and Embankment Pond	55 days	Tue 2/10/26	Sat 9/5/26
12		Pond Outlet Modification	10 days	Mon 2/23/26	Thu 3/5/26
13		Concrete Wall Pond(PENDING DIRECTION on RFI 1)	26 days	Sat 9/5/26	Tue 10/6/26
14		Rip Rap Pond	7 days	Tue 10/6/26	Wed 10/14/26
15		Topsoil Placement Pond	5 days	Wed 10/14/26	Tue 10/20/26
16		Railing Installation Pond	10 days	Tue 10/20/26	Sat 10/31/26
17		Seeding and Sod Placement Pond	8 days	Sat 10/31/26	Tue 11/10/26
18		**CHANNEL IMPROVEMENTS**	**383 days**	**Wed 2/25/26**	**Mon 5/17/27**
19		RFI 3 - Channel Conflicts with Existing Fence Lines(Critical Path)	45 days	Wed 2/25/26	Fri 4/17/26
20		CO 1 - Fence Removal and Relocation Sent(4/17/26) APPROVED 4/22/26	4 days	Sat 4/18/26	Wed 4/22/26
21		PENDING DIRECTION TO PROCEED WITH CO 1 FENCE REMOVALS	19 days	Sat 4/18/26	Sat 5/9/26
22		Clearing and Stripping Channel	10 days	Tue 4/21/26	Wed 5/13/26
23		RFI 4 - U-Channel Bedding Addition(Critical Path)(Submitted 6/4/26)	57 days	Thu 6/4/26	Sat 8/8/26
24		Excavation and Embankment Channel	50 days	Thu 4/2/26	Thu 9/3/26
25		6" Select Fill Subgrade	25 days	Thu 9/3/26	Fri 10/2/26
26		Concrete Channel Improvements	100 days	Fri 10/2/26	Wed 1/27/27
27		Trickle Channel Improvements	30 days	Mon 6/15/26	Mon 7/20/26
28		Topsoil Placement	10 days	Mon 7/20/26	Fri 7/31/26
29		New Privacy Fence Installation	75 days	Wed 1/27/27	Sat 4/24/27
30		Railing Install	4 days	Sat 4/24/27	Thu 4/29/27
31		Sod Installation	15 days	Thu 4/29/27	Mon 5/17/27
32		Cleanup	10 days	Thu 5/6/27	Tue 5/18/27
33		Closeout Paperwork	30 days	Thu 5/6/27	Thu 6/10/27
34					
35		**Contract (190d | 221d)**	**439 days**	**Thu 1/15/26**	**Thu 6/10/27**
36		NTP	0 days	Thu 1/15/26	Thu 1/15/26
37		Original Substantial Completion 190d	165 days	Thu 1/15/26	Sat 7/25/26
38		Weather Days(54 days moved to CO time via CO 3)	0 days	Sat 7/25/26	Sat 7/25/26
39		Change Order Days(104d CO 1 | 36d CO 2 | 149d CO 3)	249 days	Mon 7/27/26	Wed 5/12/27
40		Substantial Completion	0 days	Wed 5/12/27	Wed 5/12/27
41		Final Completion 221d	25 days	Thu 5/13/27	Thu 6/10/27



Project: 25055 Legends of Hutt
Date: Fri 7/24/26

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1493435

Date Filed:
07/24/2026

Date Acknowledged:

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

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 Revised

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 (street), Leander (city), TX (state), 78641 (zip code), USA (country).

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

Executed in Williamson County, State of Texas, on the 24 day of July (month), 2026 (year).

Signature of authorized agent of contracting business entity
(Declarant)

AGENDA ITEM REPORT
10.2.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2026-158 authorizing the City Manager to execute change order #3 with Liberty Civil Construction, LLC for $152,512.48 additional cost and 149 additional days for the modifications and improvements to the Legends of Hutto Drainage Improvements Phase I project (CIP D01-2024). (Kate Moriarty)
Meeting:	Thursday, August 6, 2026
Department:	Engineering /
Staff Contact:	Kate Moriarty

ITEM SUMMARY:

The proposed agenda item is a request from City Staff for approval of Change Order No. 3, as a separate independent issue from the proposed Change Order No. 2. The proposed Change Order No. 3 (CO#3) is related to a discrepancy between the proposed design plans and interpretation for construction installation. The proposed change order is regarding adding select fill to the subgrade improvements below the U-Channels in addition to other changes to the contract for a resulting increased scope, increased cost and revised schedule.

During the construction progress for the project, a discussion occurred between the City Construction Inspector and the Contractor. Per the onsite discussion, Liberty was made aware :…. that the U-Channel onsite would need crushed aggregate placed below the channel….” As a result, the general contractor submitted a Request For information (RFI) requesting clarification of construction materials and installation by submitting, “… This is not referenced on the drawings or the typical U-Channel detail. Please advise if crushed aggregate below the U-Channel will be required…”

There are several items noted as included in the proposed CO#3 – 1) Crushed aggregate material below the U-Channel, 2) overbuilding of base material, 3) Safety Railing, and 4) Additional days. Due to discrepancies between the construction plans and the requirements as noted in the geotechnical report, the construction plans included a note to the general contractor to refer to the geotechnical report, which references a requirement for construction installation to add 6 inches of select fill below the concrete on all U-Channels of the project.

The Engineer of Record (EOR) coordinated with the general contractor to inform them to refer to the notes and geotechnical report to confirm the construction materials and installation. In addition, the EOR provided a response to RFI No. 4 to include, the Conformed Project Manual Article 8.01A states: The Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents. The Drawings are the relevant Contract Documents, and the referenced document noted on the drawings for this specific issue include the

Geotechnical Report. The Geotechnical Report provides the recommendation of placing a 6-inch crushed aggregate layer should also be placed on top of the prepared subgrade beneath the concrete channel.

After several meeting discussions and site visits, the Engineer's response to RFI No. 4 does require additional work to include 6-inch layer of gravel material below the U-Channels, which will also require other items of work. To consolidate all changes in a cumulative format, the other remaining items were also included in the proposed CO#3, refer to the table below for other items of work, which includes additional excavation in order to add 6-inches of crushed aggregate, removal of the overbuilding for the base material, safety railing, added inspection time for stormwater pollution.

A significant portion of the proposed Change Order No. 3 is associated with revisions to the project safety railing. The original construction plans included approximately **4,277 linear feet** of safety railing. Following design revisions, the required quantity has been reduced to **80 linear feet**, resulting in a substantial decrease in the amount of railing to be installed.

Prior to receiving the revised plans, the Contractor had obtained the required material submittal approval, procured the railing materials based on the original contract quantities, and completed delivery of the materials. Because the procurement occurred in accordance with the approved contract documents and project schedule, the Contractor incurred costs that cannot be recovered through normal project installation.

As a result, the Contractor has requested **$98,798** in compensation for costs associated with the railing revision. This amount represents the documented costs incurred for materials and related procurement obligations resulting from the design change, offset by the value of work and materials no longer required under the revised scope.

Additional contract time as requested by the general contractor is a cumulative total 149 days. Refer to the attached proposed Change Order No. 3 for details of the specific days requested for associated work item.

FISCAL NOTES:

A budget amendment was Included in the June 18, 2026 agenda and below is the proposed recording of the change orders:

Series 2024 CO (31)
Account Number: 31-040-060-6656
Account Name: D01 Legends of Hutto Drainage
Budgeted Amount: $5,724,531
Amount Available: $1,405,439
Requested Amount: $103,477 change order #2 (another item on this agenda)

AGENDA ITEM REPORT
10.2.

Requested Amount: $152,512 change order #3
Amount Remaining: $1,149,450

ATTACHMENTS:

1. Legends_of_Hutto_Drainage_Ditches_Project_map
2. 20260728 Hutto RES Legends Hutto CO#3 Liberty Civil
3. COH Change Order 3 - U-Channel Select Fill Subgrade REV 3
4. CO 3 Schedule
5. RFI 4 - U-Channel Bedding Addition - Response_Signed
6. Form 1295 Certificate_Redacted

Legends of Hutto Drainage Ditches Project

RESOLUTION NO. R-2026-###

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING CHANGE ORDER REQUEST NO. 3 WITH LIBERTY CIVIL CONSTRUCTION, LLC IN THE AMOUNT OF $152,512.48 AND 149 ADDITIONAL DAYS FOR THE MODIFICATIONS AND IMPROVEMENTS FOR THE LEGENDS OF HUTTO DRAINAGE IMPROVEMENTS PROJECT (CIP D01-2024); AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER REQUEST NO. 3; PROVIDING PROPER NOTICE & MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to approve change order request No.3, between the City of Hutto and Liberty Civil Construction LLC in the amount of $152,512.48 and 149 additional days for the modifications to the Legends of Hutto Drainage Improvements Phase 1 project (CIP D01-2024); and

WHEREAS, the City Council desires to authorize the City Manager to execute Change Order No. 3.

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. 3 with Liberty Civil Construction LLC., with 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 6th day of August 2026, on a vote of ____ AYES; _____ NAYS; and _____ ABSTENTIONS.

CITY OF HUTTO, TEXAS:

_____
Mike Snyder, Mayor

ATTEST:

_____
Laura Hallmark, City Secretary

Change Order No. __3__

Project Name: LEGEND OF HUTTO DRAINAGE IMPROVEMENTS PH 1	**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: 07/08/26
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: The change order below is regarding the added select fill subgrade improvements below the U-Channels. The geotech received on 6/4/26 added the addition of select fill 6" below concrete on all U-Channels around the site. Overbuilding of the base section is excluded from this proposal. Secondly, this accounts for the alternative handrail revisions based on the plan submitted on 7.17.26. The submitted exhibit eliminated all safety railings, except for 80 LF. Lastly, please note that this time extension request accounts for all project rain days to date, the lost production time to date, and the added scope time.

Item #	Description Of Changes	Change in Contract Price	Change in Contract Time
1	MOBILIZATION	$6,000.00	+0 DAYS
2	6" SELECT FILL BELOW U-CHANNEL	$225,925.94	+20 DAYS
3	6" ADDED EXCAVATION	$45,500.00	+5 DAYS
4	42" Safety Railing – DEDUCT	-$235,235.00	+0 DAYS
5	42" Safety Railing – Addition Per Revised Markup	$2,552.00	+0 DAYS
6	42" Safety Railing – Previously Procured Materials	$98,798.00	+0 DAYS
4	ADDED SWPPP – INSPECTION TIME	$4,529.42	+0 DAYS
5	P&P BOND PREMIUM	$2,221.06	+0 DAYS
6	BUILDERS RISK PREMIUM	$2,221.06	+0 DAYS
7	SUBMITTED WEATHER DAYS	$0.00	+54 DAYS
8	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 BY 8/10/26)**	$0.00	+70 DAYS
	Difference Net =	**$152,512.48**	**149 DAYS**

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

Contract Price prior to this Change Order: $_____3,706,150.99_____	**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: $_____152,512.48_____	**Net Increase of this Change Order** _____149_____ days
Revised Contract Price with all approved Change Orders: $____3,858,663.47_____	**Revised Contract Time with all approved Change Orders** Substantial (days and date): 443 DAYS | 04/03/2027 Final (days and date): 474 DAYS | 05/04/2027

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.

Tony S H. — 7/22/26

Accepted for Contractor by: — **Date:**

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 #03 REV 3

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

7/22/2026

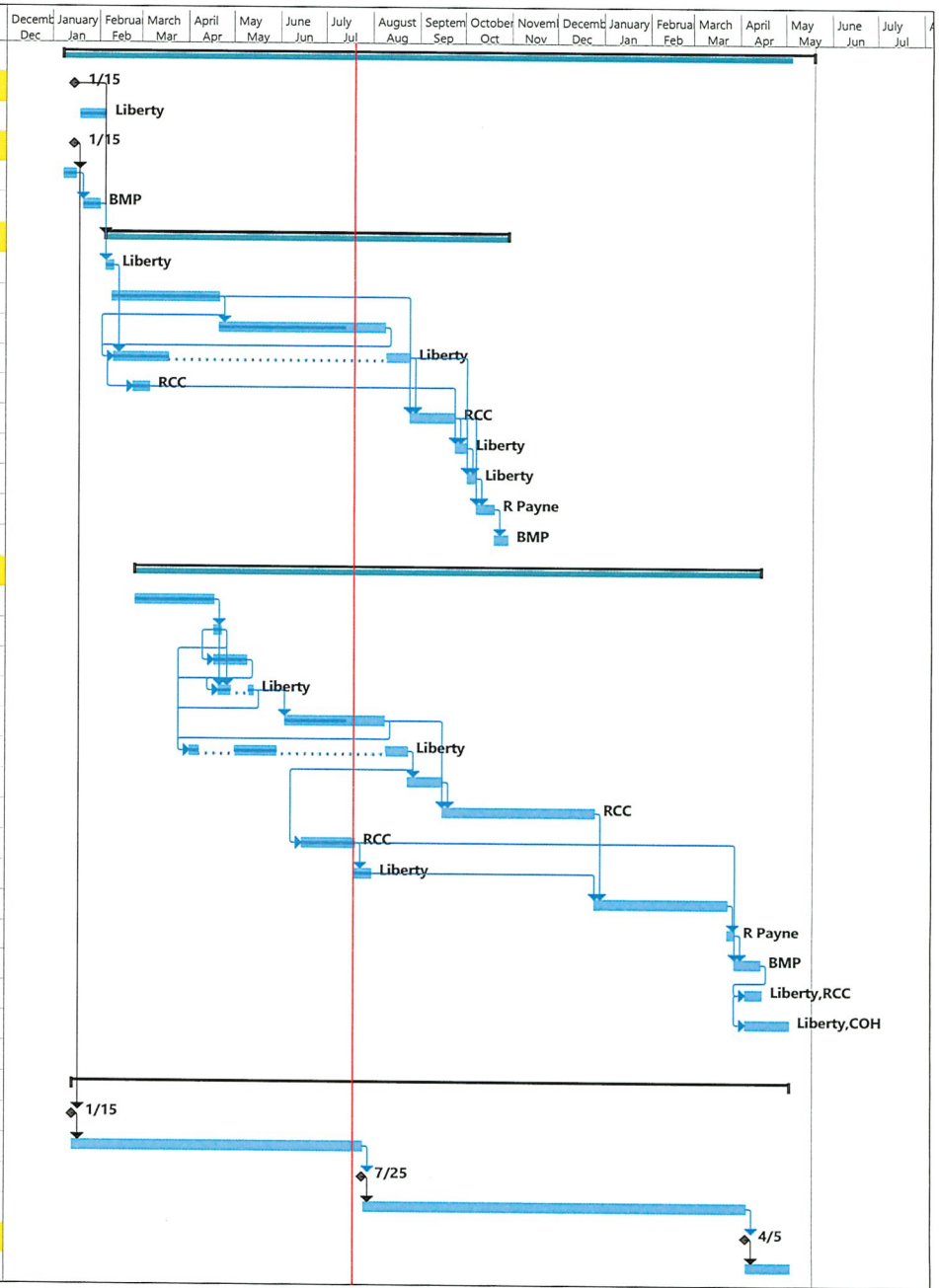
The change order below is in regard to the added select fill subgrade improvements below the U-Channels. The geotech received on 6/4/26 added the addition of select fill 6" below concrete on all U-Channels around the site. Overbuild of the base section is excluded on this proposal. Secondly, this accounts for the alternative handrail revisions based on the plan submitted on 7.17.26. The exhibit submitted eliminated all safety railing minus 80 LF. Lastly, please note that this time extension request accounts for all project rain days to date, the lost production timing to date, and the added scope time.

ITEM #	Description	QTY	UNIT	UNIT $	AMOUNT
1	Mobilization	1	LS	$ 6,000.00	$ 6,000.00
2	6" Select Fill Below U-Channel	7747	SY	$ 29.16	$ 225,925.94
3	6" Added Excavation	1300	CY	$ 35.00	$ 45,500.00
4	42" Safety Railing - DEDUCT	-4,277	LF	$ 55.00	$ (235,235.00)
5	42" Safety Railing - Addition per Revised Markup	80	LF	$ 31.90	$ 2,552.00
6	42" Safety Railing -Previously Procured Material	1	LS	$ 98,798.00	$ 98,798.00
7	Added SWPPP - Inspection Time	1	LS	$ 4,529.41	$ 4,529.42
				P&P Bond Premium	$ 2,221.06
				BUILDERS RISK PREMIUM	$ 2,221.06
				Total	**$ 152,512.48**

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.....	$152,512.48
New Contract Value including this Change Order.....	$3,858,663.47
Contract Duration will be **increased** by (days)	149
Updated Contract Duration including this Change Order	474

Liberty Civil Construction, LLC	**Owner**
By: ZAYD HINEDI	**By:**
Signature:	**Signature:**
Date: 7/22/26	**Date:**

ID	Task Mode	Task Name	Duration	Start	Finish
1		**25055 - Legends of Hutto Drainage**	**426 days?**	**Thu 1/8/26**	**Wed 5/19/27**
2		Precon	0 days	Thu 1/15/26	Thu 1/15/26
3		Survey, Layout & Calibration	15 days	Mon 1/19/26	Wed 2/4/26
4		NTP	0 days	Thu 1/15/26	Thu 1/15/26
5		PENDING SIGNED CONTRACT and Precon	7 days	Thu 1/8/26	Thu 1/15/26
6		Erosion Control	10 days	Wed 1/21/26	Sat 1/31/26
7		**POND IMPROVEMENTS**	**229 days**	**Thu 2/5/26**	**Thu 10/29/26**
8		Clearing and Stripping Pond	4 days	Thu 2/5/26	Mon 2/9/26
9		RFI 1 - Existing Pond/Retaining Wall Conflicts(Critical Path)	61 days	Mon 2/9/26	Mon 4/20/26
10		Working on CO for RFI 1(PENDING APPROVAL | Submitted: 5/7/26)	95 days	Tue 4/21/26	Sat 8/8/26
11		Excavation and Embankment Pond	45 days	Tue 2/10/26	Tue 8/25/26
12		Pond Outlet Modification	10 days	Mon 2/23/26	Thu 3/5/26
13		Concrete Wall Pond(PENDING DIRECTION on RFI 1)	26 days	Tue 8/25/26	Thu 9/24/26
14		Rip Rap Pond	7 days	Thu 9/24/26	Fri 10/2/26
15		Topsoil Placement Pond	5 days	Fri 10/2/26	Thu 10/8/26
16		Railing Installation Pond	10 days	Thu 10/8/26	Tue 10/20/26
17		Seeding and Sod Placement Pond	8 days	Tue 10/20/26	Thu 10/29/26
18		**CHANNEL IMPROVEMENTS**	**356 days**	**Wed 2/25/26**	**Thu 4/15/27**
19		RFI 3 - Channel Conflicts with Existing Fence Lines(Critical Path)	45 days	Wed 2/25/26	Fri 4/17/26
20		CO 1 - Fence Removal and Relocation Sent(4/17/26) APPROVED 4/22/26	4 days	Sat 4/18/26	Wed 4/22/26
21		PENDING DIRECTION TO PROCEED WITH CO 1 FENCE REMOVALS	19 days	Sat 4/18/26	Sat 5/9/26
22		Clearing and Stripping Channel	10 days	Tue 4/21/26	Wed 5/13/26
23		RFI 4 - U-Channel Bedding Addition(Critical Path)(Submitted 6/4/26)	57 days	Thu 6/4/26	Sat 8/8/26
24		Excavation and Embankment Channel	41 days	Thu 4/2/26	Mon 8/24/26
25		6" Select Fill Subgrade	20 days	Mon 8/24/26	Wed 9/16/26
26		Concrete Channel Improvements	87 days	Wed 9/16/26	Sat 12/26/26
27		Trickle Channel Improvements	30 days	Mon 6/15/26	Mon 7/20/26
28		Topsoil Placement	10 days	Mon 7/20/26	Fri 7/31/26
29		New Privacy Fence Installation	75 days	Sat 12/26/26	Wed 3/24/27
30		Railing Install	4 days	Wed 3/24/27	Mon 3/29/27
31		Sod Installation	15 days	Mon 3/29/27	Thu 4/15/27
32		Cleanup	10 days	Mon 4/5/27	Fri 4/16/27
33		Closeout Paperwork	25 days	Mon 4/5/27	Tue 5/4/27
34					
35		**Contract (190d | 221d)**	**407 days**	**Thu 1/15/26**	**Tue 5/4/27**
36		NTP	0 days	Thu 1/15/26	Thu 1/15/26
37		Original Substantial Completion 190d	165 days	Thu 1/15/26	Sat 7/25/26
38		Weather Days(54 days moved to CO time via CO 3)	0 days	Sat 7/25/26	Sat 7/25/26
39		Change Order Days(104d CO 1 | 149d CO 3)	217 days	Mon 7/27/26	Mon 4/5/27
40		Substantial Completion	0 days	Mon 4/5/27	Mon 4/5/27
41		Final Completion 221d	25 days	Tue 4/6/27	Tue 5/4/27



Project: 25055 Legends of Hutt
Date: Mon 7/20/26

Task	Project Summary	Manual Task	Start-only	Deadline	
Split	Inactive Task	Duration-only	Finish-only	Progress	
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress	
Summary	Inactive Summary	Manual Summary	External Milestone		

RECEIVED
By Stacy at 6:53 am, Jul 14, 2026

R. PAYNE WELDING SERVICE

P.O. Box 1018, Buchanan Dam, Tx 78609
512-913-4767

INVOICE

2996

DATE: 5-15-2026

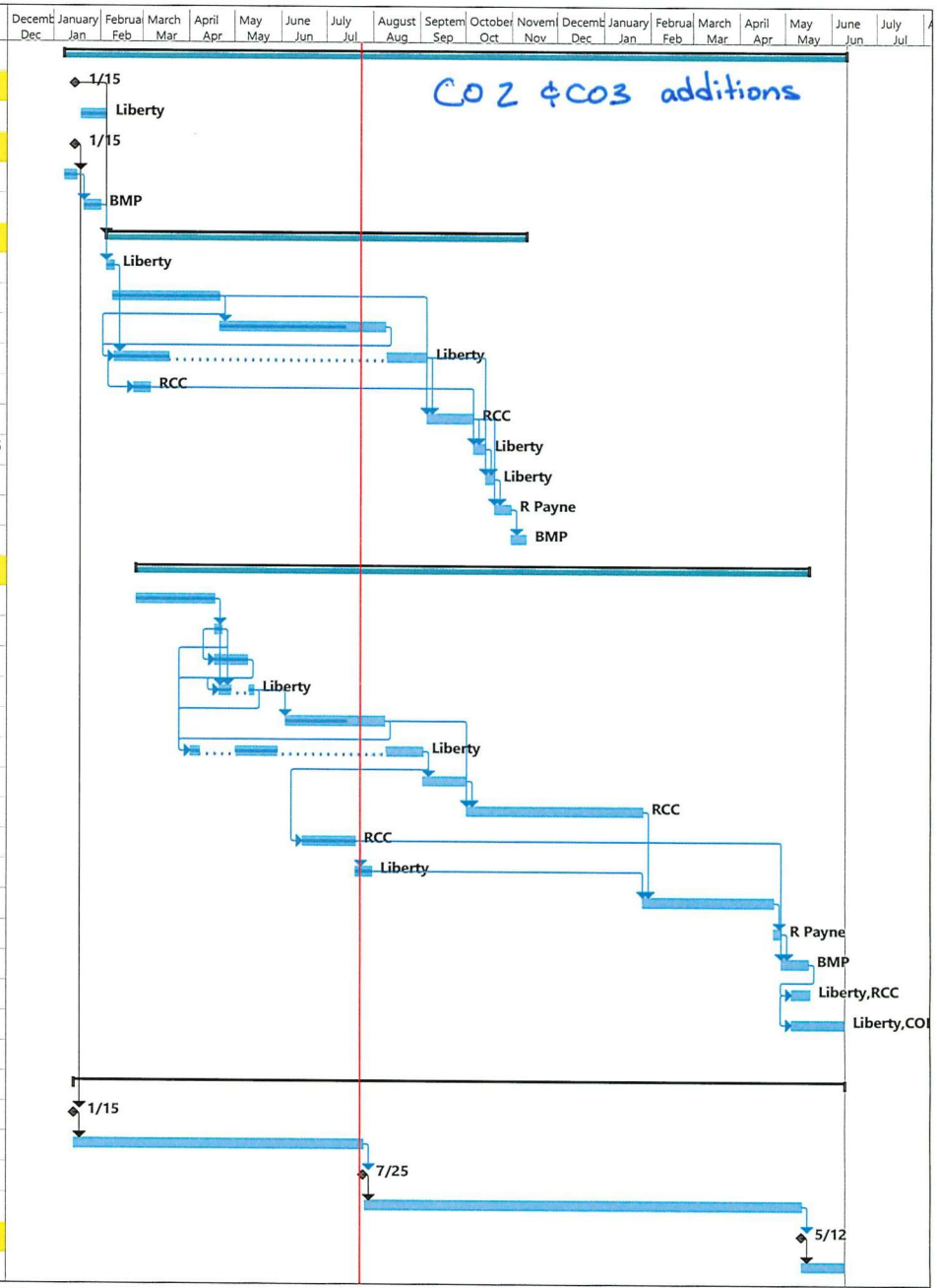
SOLD TO	SHIP TO
Liberty Civil 2937 Hero Way Leander, TX 78641	Legends of Hutto Ph.1 P.M. ZAYD Hineidi

CUST. ORDER NO.	DATE SHIPPED	SHIPPED VIA	TERMS	SALESMAN	F.O.B.	OUR ORDER NO
			Due & Payable			

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
#1	Material - 2 BAR handrail / Alternate Bid 2" sch. 40 pipe & ½x6" baseplates 4277'		98798.-
		Total	98798.-

Thank You

ID	Task Mode	Task Name	Duration	Start	Finish
1		**25055 - Legends of Hutto Drainage**	**445 days**	**Thu 1/8/26**	**Thu 6/10/27**
2		Precon	0 days	Thu 1/15/26	Thu 1/15/26
3		Survey, Layout & Calibration	15 days	Mon 1/19/26	Wed 2/4/26
4		NTP	0 days	Thu 1/15/26	Thu 1/15/26
5		PENDING SIGNED CONTRACT and Precon	7 days	Thu 1/8/26	Thu 1/15/26
6		Erosion Control	10 days	Wed 1/21/26	Sat 1/31/26
7		**POND IMPROVEMENTS**	**239 days**	**Thu 2/5/26**	**Tue 11/10/26**
8		Clearing and Stripping Pond	4 days	Thu 2/5/26	Mon 2/9/26
9		RFI 1 - Existing Pond/Retaining Wall Conflicts(Critical Path)	61 days	Mon 2/9/26	Mon 4/20/26
10		Working on CO for RFI 1(PENDING APPROVAL | Submitted: 5/7/26)	95 days	Tue 4/21/26	Sat 8/8/26
11		Excavation and Embankment Pond	55 days	Tue 2/10/26	Sat 9/5/26
12		Pond Outlet Modification	10 days	Mon 2/23/26	Thu 3/5/26
13		Concrete Wall Pond(PENDING DIRECTION on RFI 1)	26 days	Sat 9/5/26	Tue 10/6/26
14		Rip Rap Pond	7 days	Tue 10/6/26	Wed 10/14/26
15		Topsoil Placement Pond	5 days	Wed 10/14/26	Tue 10/20/26
16		Railing Installation Pond	10 days	Tue 10/20/26	Sat 10/31/26
17		Seeding and Sod Placement Pond	8 days	Sat 10/31/26	Tue 11/10/26
18		**CHANNEL IMPROVEMENTS**	**383 days**	**Wed 2/25/26**	**Mon 5/17/27**
19		RFI 3 - Channel Conflicts with Existing Fence Lines(Critical Path)	45 days	Wed 2/25/26	Fri 4/17/26
20		CO 1 - Fence Removal and Relocation Sent(4/17/26) APPROVED 4/22/26	4 days	Sat 4/18/26	Wed 4/22/26
21		PENDING DIRECTION TO PROCEED WITH CO 1 FENCE REMOVALS	19 days	Sat 4/18/26	Sat 5/9/26
22		Clearing and Stripping Channel	10 days	Tue 4/21/26	Wed 5/13/26
23		RFI 4 - U-Channel Bedding Addition(Critical Path)(Submitted 6/4/26)	57 days	Thu 6/4/26	Sat 8/8/26
24		Excavation and Embankment Channel	50 days	Thu 4/2/26	Thu 9/3/26
25		6" Select Fill Subgrade	25 days	Thu 9/3/26	Fri 10/2/26
26		Concrete Channel Improvements	100 days	Fri 10/2/26	Wed 1/27/27
27		Trickle Channel Improvements	30 days	Mon 6/15/26	Mon 7/20/26
28		Topsoil Placement	10 days	Mon 7/20/26	Fri 7/31/26
29		New Privacy Fence Installation	75 days	Wed 1/27/27	Sat 4/24/27
30		Railing Install	4 days	Sat 4/24/27	Thu 4/29/27
31		Sod Installation	15 days	Thu 4/29/27	Mon 5/17/27
32		Cleanup	10 days	Thu 5/6/27	Tue 5/18/27
33		Closeout Paperwork	30 days	Thu 5/6/27	Thu 6/10/27
34					
35		**Contract (190d | 221d)**	**439 days**	**Thu 1/15/26**	**Thu 6/10/27**
36		NTP	0 days	Thu 1/15/26	Thu 1/15/26
37		Original Substantial Completion 190d	165 days	Thu 1/15/26	Sat 7/25/26
38		Weather Days(54 days moved to CO time via CO 3)	0 days	Sat 7/25/26	Sat 7/25/26
39		Change Order Days(104d CO 1 | 36d CO 2 | 149d CO 3)	249 days	Mon 7/27/26	Wed 5/12/27
40		Substantial Completion	0 days	Wed 5/12/27	Wed 5/12/27
41		Final Completion 221d	25 days	Thu 5/13/27	Thu 6/10/27



Project: 25055 Legends of Hutt
Date: Fri 7/24/26

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

REQUEST FOR INFORMATION

PROJECT	Legends of Hutto
RFI #	4
DATE	6/4/2026

TO	WSB LLC	**FROM**	Liberty Civil Construction
ATTN.	Selina Brandon	**CONTACT**	Zayd Hinedi
CELL #		**CELL #**	512-563-8366

QUESTION OR CONCERN

SUBJECT U-Channel Bedding Addition

QUESTION

Per the onsite discussion with Greg Lozano, Liberty was made aware that the U-Channel onsite would need crushed aggregate placed below the channel. This is not referenced on the drawings or the typical U-Channel detail. Please advise if crushed aggregate below the U-Channel will be required.

SUGGESTION

There is no mention of crushed aggregate below the U-Channel in the typical detail or the approved drawings. Please confirm if this will need to be added.

THE ABOVE IS A CHANGE YES NO (CIRCLE ONE)

RESPONSE

RESPONSE 6/8/2026
The Conformed Project Manual Article 8.01A states 'Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.' The Drawings are the relevant Contract Documents, and the referenced document noted on the drawings for this specific issue include the Geotechnical Report. The Geotechnical Report provides the recommendation of placing a 6-inch crushed aggregate layer on top of the prepared subgrade.

Per the Geotechnical Report, after over-excavation to establish the channel bottom grade, the subgrade should be proofrolled to expose soft spots. Areas of loose or soft subgrade encountered during proofrolling should be removed and replaced with engineered fill, then compacted to at least 95% of the material's maximum dry density at a moisture level between optimum and +3% of optimum per ASTM D698. Per the Geotechnical Report, a 6-inch crushed aggregate layer should also be placed on top of the prepared subgrade beneath the concrete channel. The crushed aggregate layer should be compacted to at least 95% of the material's maximum dry density and within ±2% of the optimum moisture content per ASTM D698. The crushed aggregate material should meet the following gradation criteria: 100% passing by dry weight the 2-inch sieve, 25% to 50% passing sieve No. 10, and 10% or less passing sieve No. 200.

ACCEPTED YES NO (CIRCLE ONE)

SIGNATURE As the bedding material identified is required for this project in accordance with the recommendations contained in the Geotechnical Report, a Change Order including the required bedding material will be required, with supporting quantities and cost documentation, for the City's review and consideration.

Selina Lee Brandon

Digitally signed by Selina Lee Brandon
DN: C=US, E=Selina.Brandon@wsbeng.com, O=WSB LLC, CN=Selina Lee Brandon
Date: 2026.07.27 16:52:56-05'00'

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1489620

Date Filed:
07/15/2026

Date Acknowledged:

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

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 #3

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 (street), Leander (city), TX (state), 78641 (zip code), USA (country).

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

Executed in Williamson County, State of Texas, on the 15 day of July (month), 2026 (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-2026-159 authorizing the City Manager to execute a change order package with Elecnor Belco Electric Inc. for $32,903.21 additional cost and 223 additional days for the improvements to the Innovation and Limmer Loop Capital Improvement project (CIP T13-2024). (Kate Moriarty)
Meeting:	Thursday, August 6, 2026
Department:	Engineering /
Staff Contact:	Kate Moriarty

ITEM SUMMARY:

The change order package is being requested to reconcile all contract adjustments necessary to close out the Innovation and Limmer project and accurately account for the contractor's actual time and cost impacts during construction. Throughout the project, Elecnor Belco submitted multiple schedule revisions, experienced delays associated with material procurement, and encountered administrative issues that required the City to evaluate and determine which delays were eligible for additional contract days or compensation. The change order package consolidates all approved adjustments—including verified added days, eligible work modifications, and cost impacts—to establish the final contract time and final contract amount. This reconciliation is required to complete project close-out, apply liquidated damages appropriately, and ensure the City only pays for approved and completed work. By processing this change order package, the City can finalize the project file and proceed with the remaining close-out documentation and payment obligations in accordance with contract terms.

Change Order Package and Calculation Summary

To close out the project, staff reconciled all contract time, cost adjustments, and approved change orders. The following calculations were confirmed during the June 17, 2026 close-out meeting.

1. Final Contract Time Calculation

Original Contract Time: 150 days
Approved Time Extensions: 89 days
• These extensions reflect verified delays and approved adjustments documented during construction.

Final Contract Time:
150 days + 89 days = 239 days

Total Contract Days Used: 239 days
• The contractor fully used the revised contract time, with no additional days justified beyond the 89 already approved.

2. Liquidated Damages Calculation

Based on staff's reconciliation of actual days used versus approved contract time, 53 days were determined to be non-excusable delay days subject to liquidated damages.

LD Calculation:
53 days × $500/day = $26,500

This amount was confirmed during a prior close-out meeting.

3. Final Contract Amount Calculation

Total Approved Change Orders: $203,747
Final Contract Price: $411,725.21
• This reflects the original contract plus all approved change orders.

Net Amount Owed After LDs:
$411,725.21 − $26,500 = $177,247

The contractor is requesting an additional 80-day extension associated with Change Order No. 2. The contractor intends to be present at the Council meeting to provide further detail and respond to questions regarding this request. Staff is unable to support the requested change order at this time because the contractor has not provided sufficient documentation demonstrating entitlement under the contract. If the contractor wishes to pursue the request, they may submit supporting documentation for staff's review. Staff will evaluate the documentation and, if warranted, return with a recommendation to City Council.

Agenda Item Background

Due to rapid growth and increasing traffic volumes, the City identified the Innovation Boulevard and Limmer Loop intersection as a priority improvement within the Mobility Master Plan. A Traffic Signal Warrant Analysis confirmed that a signal was necessary, and funding for construction was approved in the FY 2023–2024 Capital Improvement Program. Following completion of the design and bidding phases, City Council awarded the construction contract on March 27, 2025, to Elecnor Belco Electric,

Inc., requiring substantial completion within 150 days and establishing liquidated damages of $500 per day.

Despite issuance of Notice to Proceed on May 29, 2025, the contractor repeatedly failed to meet contractual milestones, submitted multiple revised schedules extending completion beyond the approved timeframe, and did not procure critical mast-arm materials in a manner consistent with the contract requirements. A Notice of Non-Completion was issued on November 3, 2025, after the contractor failed to meet the contractual substantial completion date of September 18, 2025. As of January 27, 2026, the project remained incomplete; although mast arms have been installed, the traffic signal was not operational and had not achieved required “Flash” mode signaling.

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 utility operating funds.

ATTACHMENTS:

1. Innovation_at_Limmer_Loop_project_T_13_2024_map
2. Hutto RES_Limmer Loop CO Elecnor 7.27.26
3. 150020 - Change Order Package - 5-28-2026
4. Timeline Analysis and Days request
5. ELECNO~4
6. Elecnor S.A. Mail - 150020 - City of Hutto - Innovation and Limmer Hutto - Rain Day 01_13_2026
7. Elecnor S.A. Mail - 150020 - City of Hutto - Innovation and Limmer Hutto - Rain Day 12_12_2025
8. Elecnor S.A. Mail - 150020 - City of Hutto - Innovation and Limmer Hutto - Rain Day 12_17_2025
9. 150020 - CO2 - Revaluation Request Letter
10. 150020 - Change Order Package - 6-17-2026_CO2 - Revaluation
11. Exhibit E - Pole Submittal Request
12. Exhibit F - Email sent BL Schedule Stating Time Suspension
13. Exhibit G - Pole BL Schedule stating longer lead time
14. Exhibit H - Pole Submittal Received
15. Exhibit I - Pole Submittal (Attachment)
16. Exhibit J - Pole Submittal Approved (email)
17. Exhibit K - Pole Submittal Approved (Attachment)
18. Exhibit L - Pole Order
19. Exhibit O - Meeting with the city to discuss lack of direction
20. Exhibit P - Time Suspension Request & Lack of Direction
21. Exhibit R - CIP Innovation Meeting to discuss deficiencies
22. Exhibit S - Letter from the vendor noting the long lead time
23. Exhibit T - CO Request Letter (No response)

24. Exhibit U - 150020 -Innovation at Limmer Intersection - Change Order Days Request (No response)
25. Exhibit X - Letter from the vendor noting the extended Lead time
26. Exhibit ZC - CO 2 requesting for more days due to material - Attachment
27. Exhibit ZD - CO 2 requesting for more days due to material - email
28. Exhibit ZE - CO 2 requesting for more days due to material - Response
29. Exhibit ZF - Poles Delivery - Warehouse Material Check in-150020.-2025.12.09
30. Special Provisions 000
31. Standard General Conditions of the construction Contract Article 5 -
32. Belco 1295 - Hutto_Redacted

Innovation at Limmer Loop project T-13-2024

RESOLUTION NO. R-2026-XXX

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING A CHANGE ORDER PACKAGE BETWEEN ELECNOR BELCO ELECTRIC, INC. AND THE CITY OF HUTTO, TEXAS IN THE AMOUNT OF $32,903.21 AND 223 ADDITIONAL DAYS FOR IMPROVEMENTS FOR THE LIMMER LOOP AND INNOVATION BLVD PROJECT (CIP T13-2024); AUTHORIZING THE CITY MANAGER TO EXECUTE THE CHANGE ORDER PACKAGE; PROVIDING PROPER NOTICE AND MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to approve the Change Order Package between the City of Hutto and Elecnor Belco Electric Inc. in the amount of $32,903.21, for the Limmer Loop and Innovation Blvd project (CIP T13-2024) and 223 additional days; and

WHEREAS, the City Council desires to authorize the City Manager to execute the Change Order Package, attached as Exhibit A.

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

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

SECTION 2: That the Hutto City Council hereby approves and authorizes the City Manager to execute the Change Order Package, attached as Exhibit A**,** a copy of the same being attached hereto and incorporated herein for all purposes

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

SECTION 4: This Resolution shall take effect immediately upon its passage.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 6th day of August 2026 on vote of __AYES; ___NAYS; __ABSTENTIONS

CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Laura Hallmark, City Secretary

Change Order Package

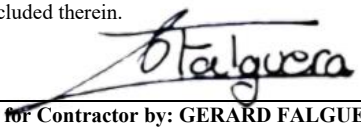
Project Name: LIMMER LOOP AND INNOVATION BLVD CAPITAL IMPROVEMENT PROJECT T13-2024	**COH Project No.: T13-2024**
Project Owner and Address: City of Hutto 500 W Live Oak Street Hutto, TX 78634	**Owner's Project No.:** CIP SW07-2023 **Date of Issuance:** 11/26/2025
Project Contractor and Address: Elecnor Belco Electric Inc 4766 TX-123 Suite 600, San Marcos, TX 78666	**Date of Contract:** 04/26/2025 **Contract Period Final: 150** Original Days 9/22/25

Item #	Description Of Changes	Change in Contract Price	Change in Contract Time
CO1	Start date to be considered 5/29/25 due to delayed preconstruction meeting – 34 days. a post-design administrative issue that postponed mobilization and required adjusting the contract start date to 5/29/25.	$0	34 Days
CO2	Materials: 6 days due to submittal approval and 93 days due to delayed lead time for poles - not identifiable in design since procurement lead times and approval durations are post-design variables, requiring schedule extension.	$0	99 Days
CO3	CHANGE ORDER 3 HAS BEEN REMOVED	-	-
CO4	SW Pole: 7 days - Installation delay due to pipeline (12/10/25 – 12/17/25) - 7-day installation delay due to unforeseen pipeline conflict (12/10/25–12/17/25), not identifiable in design due to unknown existing utility field conditions, requiring schedule adjustment.	$4,817.87	7 Days
CO5	CHANGE ORDER 5 HAS BEEN REMOVED	-	-
CO6	ILSN Replacement: 1 day – Due to Innovation Blvd Illuminated Sign Replacement 3/26. Innovation Blvd ILSN missing in the original plans.	$5,749.36	1 Day
CO7	Electrical Service: 77 days due to updated electrical service deviating from plans. Plans were calling for OH while inspections required SF . Variation from the plans	$22,335.98	77 Days
CO8	Rain Days: 5 days due to unsafe weather conditions - unsafe weather conditions preventing productive field work, not foreseeable during design as weather impacts are variable and construction-phase dependent.	$0	5 Days
	Difference Net =	$32,903.21	223 Days

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

Contract Price prior to this Change Order: $378,822.00	**Contract Time prior to this Change Order:** Substantial (days and date): 150 days 09/22/2025 Final (days and date): 150 days 09/22/25 PENDING TO BE APPROVED (COs)
Net Increase (decrease) of this Change Order: $32,903.21	**Net Increase (decrease) of this Change Order** 224 Days
Revised Contract Price with all approved Change Orders: $411,725.21	**Revised Contract Time with all approved Change Orders** ***Assuming Change Order is Approved*** Substantial (days and date): 373 Days 05/03/2026 Final (days and date): 373 Days 05/03/2026

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.



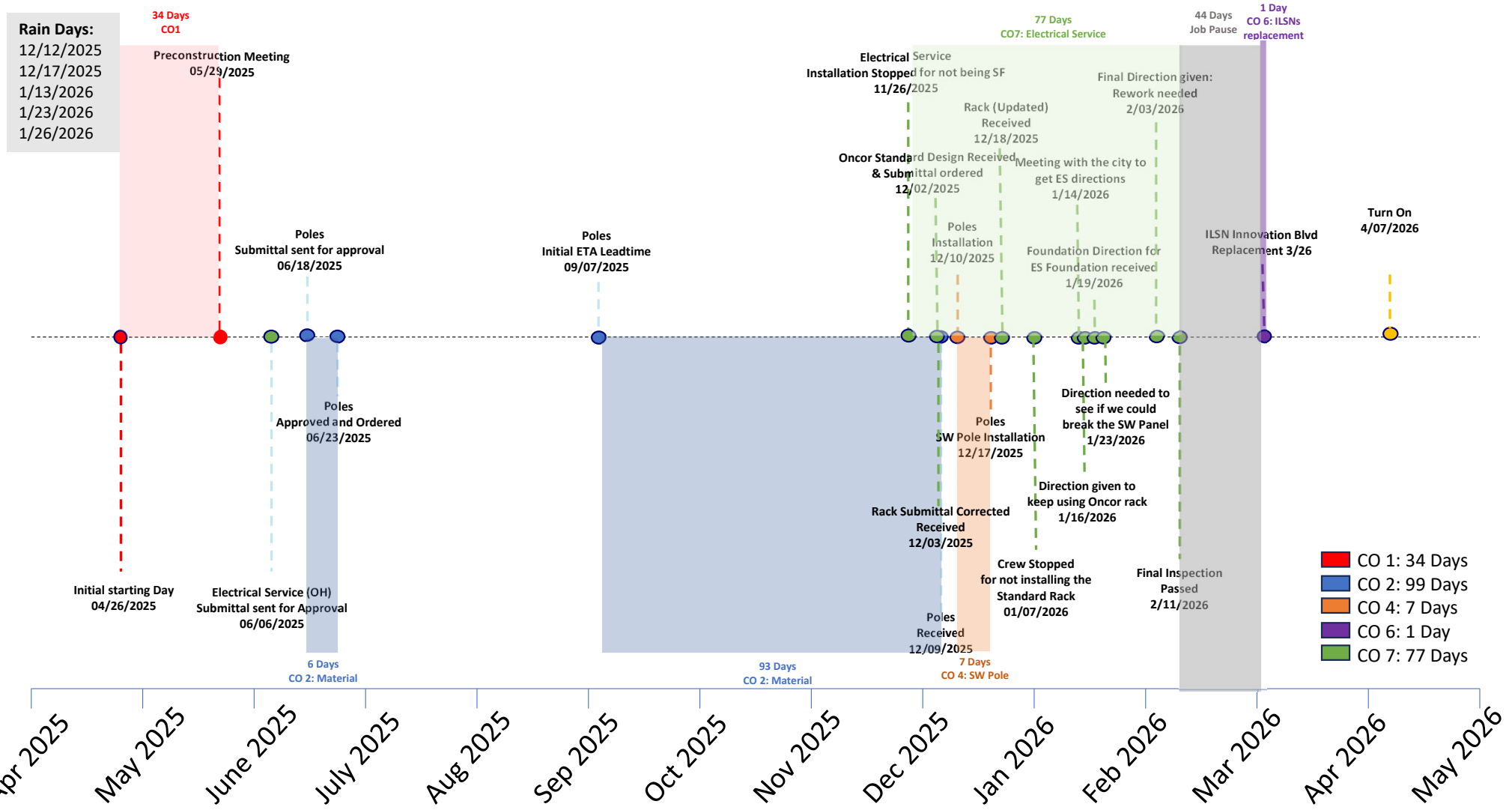
05/28/26

Accepted for Contractor by: GERARD FALGUERA — **Date: 05/28/2026**

Recommended for Approval by Engineer: — **Date:**

Approved for Owner by: City Manager — **Attest:** — **Date:**

Approved: (Other - when required) — **Date:**


Rain Days:
12/12/2025
12/17/2026
1/13/2026
1/23/2026
1/26/2026
34 Days
CO1
Preconstruction Meeting
05/29/2025
Poles
Submittal sent for approval
06/18/2025
Poles
Approved and Ordered
06/23/2025
Poles
Initial ETA Leadtime
09/07/2025
77 Days
CO7: Electrical Service
44 Days
Job Pause
1 Day
CO 6: ILSNs replacement
Electrical Service
Installation Stopped for not being SF
11/26/2025
Rack (Updated)
Received
12/18/2025
Final Direction given:
Rework needed
2/03/2026
Oncor Standard Design Received
& Submittal ordered
12/02/2025
Meeting with the city to
get ES directions
1/14/2026
Poles
Installation
12/10/2025
Foundation Direction for
ES Foundation received
1/19/2026
ILSN Innovation Blvd
Replacement 3/26
Turn On
4/07/2026
Direction needed to
see if we could
break the SW Panel
1/23/2026
Poles
SW Pole Installation
12/17/2025
Direction given to
keep using Oncor rack
1/16/2026
Rack Submittal Corrected
Received
12/03/2025
Crew Stopped
for not installing the
Standard Rack
01/07/2026
Final Inspection
Passed
2/11/2026
Initial starting Day
04/26/2025
Electrical Service (OH)
Submittal sent for Approval
06/06/2025
Poles
Received
12/09/2025
6 Days
CO 2: Material
93 Days
CO 2: Material
7 Days
CO 4: SW Pole
CO 1: 34 Days
CO 2: 99 Days
CO 4: 7 Days
CO 6: 1 Day
CO 7: 77 Days
Apr 2025
May 2025
June 2025
July 2025
Aug 2025
Sep 2025
Oct 2025
Nov 2025
Dec 2025
Jan 2026
Feb 2026
Mar 2026
Apr 2026
May 2026

150020 - City of Hutto - Innovation and Limmer Hutto - Days 01/23/2026 - 01/26/2026

1 message

GERARD FALGUERA MAYORAL <gfalguera@elecnor.com> Mon, Jan 26, 2026 at 9:32 AM
Reply-To: gfalguera@elecnor.com
To: Patricia Davis <Patricia.Davis@huttotx.gov>, Ryan Reyes <Ryan.Reyes@huttotx.gov>, Todd Meaker <Todd.Meaker@huttotx.gov>, Sydnee Best <Sydnee.Best@huttotx.gov>, "Cude, Elliot" <ECude@jmt.com>
Cc: TOMMY PUREFOY <tpurefoy@elecnor.com>

Good morning,

Due to adverse weather conditions, we would like to request weather-related delays for **January 23, 2026, and January 26, 2026**.

The weather and resulting site conditions did not allow work to safely proceed on those dates.

Please let us know if you need any additional information from our side.

Thank you,

Gerard Falguera
Project Manager

Elecnor Belco Electric, Inc.

4766 TX-123 Suite 600,
San Marcos, TX 78666

Cell (737) 497-1594

www.elecnor.com

www.elecnorbelco.com

150020 - City of Hutto - Innovation and Limmer Hutto - Rain Day 01/13/2026

1 message

GERARD FALGUERA MAYORAL <gfalguera@elecnor.com> Tue, Jan 13, 2026 at 8:57 AM
Reply-To: gfalguera@elecnor.com
To: Patricia Davis <Patricia.Davis@huttotx.gov>, Ryan Reyes <Ryan.Reyes@huttotx.gov>, Todd Meaker <Todd.Meaker@huttotx.gov>, Matt Rector <matt.rector@huttotx.gov>, Sydnee Best <Sydnee.Best@huttotx.gov>, "Cude, Elliot" <ECude@jmt.com>
Cc: TOMMY PUREFOY <tpurefoy@elecnor.com>

Good morning,

Due to the weather conditions, we would like to request a rain day for today. (01/13/2026)
Please let us know if you need anything else from our side.

Thank you,

Gerard Falguera
Project Manager

Elecnor Belco Electric, Inc.

4766 TX-123 Suite 600,
San Marcos, TX 78666

Cell (737) 497-1594

www.elecnor.com

www.elecnorbelco.com

150020 - City of Hutto - Innovation and Limmer Hutto - Rain Day 12/12/2025

GERARD FALGUERA MAYORAL <gfalguera@elecnor.com> Fri, Dec 12, 2025 at 7:32 AM
Reply-To: gfalguera@elecnor.com
To: "Cude, Elliot" <ECude@jmt.com>, Patricia Davis <Patricia.Davis@huttotx.gov>, Ryan Reyes <Ryan.Reyes@huttotx.gov>, Todd Meaker <Todd.Meaker@huttotx.gov>, Matt Rector <matt.rector@huttotx.gov>, Sydnee Best <Sydnee.Best@huttotx.gov>
Cc: ANDREW AGUIRRE <andrew.aguirre@elecnor.com>, TOMMY PUREFOY <tpurefoy@elecnor.com>

Good morning,

Due to the weather conditions, we would like to request a rain day for today. (12/12/2025)
Please let us know if you need anything else from our side.

Thank you,

Gerard Falguera
Project Manager

Elecnor Belco Electric, Inc.

4766 TX-123 Suite 600,
San Marcos, TX 78666

Cell (737) 497-1594

www.elecnor.com

www.elecnorbelco.com

elecnor

TOMMY PUREFOY <tpurefoy@elecnor.es>

150020 - City of Hutto - Innovation and Limmer Hutto - Rain Day 12/17/2025

TOMMY PUREFOY <tpurefoy@elecnor.com> Wed, Dec 17, 2025 at 9:59 AM
Reply-To: tpurefoy@elecnor.com
To: Patricia Davis <Patricia.Davis@huttotx.gov>, Ryan Reyes <Ryan.Reyes@huttotx.gov>, Todd Meaker <Todd.Meaker@huttotx.gov>, Matt Rector <matt.rector@huttotx.gov>, Sydnee Best <Sydnee.Best@huttotx.gov>, "Cude, Elliot" <ECude@jmt.com>
Cc: ANDREW AGUIRRE <andrew.aguirre@elecnor.com>, GERARD FALGUERA MAYORAL <gfalguera@elecnor.com>

Good morning,

Due to the weather conditions, we would like to request a rain day for today. (12/17/2025)
Please let us know if you need anything else from our side.

Thank you,

Tommy Purefoy

Project Engineer

belco elecnor

Elecnor Belco Electric, Inc.

4766 Texas Hwy 123 Suite 600, San Marcos, TX 78666

Phone: (737)-266-3382

Change Order Package

Project Name: LIMMER LOOP AND INNOVATION BLVD CAPITAL IMPROVEMENT PROJECT T13-2024	**COH Project No.: T13-2024**
Project Owner and Address: City of Hutto 500 W Live Oak Street Hutto, TX 78634	**Owner's Project No.:** CIP SW07-2023 **Date of Issuance:** 11/26/2025
Project Contractor and Address: Elecnor Belco Electric Inc 4766 TX-123 Suite 600, San Marcos, TX 78666	**Date of Contract:** 04/26/2025 **Contract Period Final: 150** Original Days 9/22/25

Item #	Description Of Changes	Change in Contract Price	Change in Contract Time
CO1	Start date to be considered 5/29/25 due to delayed preconstruction meeting – 34 days	$0	34 Days
CO2	Materials: 80 days due to delayed lead time for poles	$0	80 Days
CO3	CHANGE ORDER 3 HAS BEEN REMOVED	-	-
CO4	SW Pole: 7 days - Installation delay due to pipeline (12/10/25 – 12/17/25)	$4,817.87	0 Days
CO5	CHANGE ORDER 5 HAS BEEN REMOVED	-	-
CO6	ILSN Replacement: 1 day – Due to Innovation Blvd Illuminated Sign Replacement 3/26	$5,749.36	1 Day
CO7	Electrical Service: 77 days due to updated electrical service deviating from plans	$22,335.98	54 Days
CO8	CHANGE ORDER 8 REMOVED	-	-
	Difference Net =	$32,903.21	169 Days

*Please note that certain day requests have been adjusted at the City's direction, as some of the originally requested periods were overlapping.

Contract Price prior to this Change Order: $378,822.00	**Contract Time prior to this Change Order:** Substantial (days and date): 150 days 09/22/2025 Final (days and date): 150 days 09/22/25 CO PENDING TO BE APPROVED (COs)
Net Increase (decrease) of this Change Order: $32,903.21	**Net Increase (decrease) of this Change Order** 169 Days
Revised Contract Price with all approved Change Orders: $411,725.21	**Revised Contract Time with all approved Change Orders** ***Assuming Change Order is Approved*** Substantial (days and date): 319 Days 03/011/2026 Final (days and date): 319 Days 03/11/2026

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: GERARD FALGUERA		**Date: 06/17/2026**
Recommended for Approval by Engineer:		**Date:**
Approved for Owner by: City Manager	**Attest:**	**Date:**
Approved: (Other - when required)		**Date:**

Change Order Package

Project Name: LIMMER LOOP AND INNOVATION BLVD CAPITAL IMPROVEMENT PROJECT T13-2024	**COH Project No.: T13-2024**
Project Owner and Address: City of Hutto 500 W Live Oak Street Hutto, TX 78634	**Owner's Project No.:** CIP SW07-2023 **Date of Issuance:** 11/26/2025
Project Contractor and Address: Elecnor Belco Electric Inc 4766 TX-123 Suite 600, San Marcos, TX 78666	**Date of Contract:** 04/26/2025 **Contract Period Final: 150** Original Days 9/22/25

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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: GERARD FALGUERA		**Date: 06/17/2026**
Recommended for Approval by Engineer:		**Date:**
Approved for Owner by: City Manager	**Attest:**	**Date:**
Approved: (Other - when required)		**Date:**

Pre-Construction Meeting Minutes

Meeting Title: City of Hutto, Traffic Signals (Limmer Loop at Innovation Blvd.) Pre-Construction Meeting
Project ID: CIP T13-2024
Date: May 29, 2025
Time: 10:00 AM – 11:00 AM

Minutes:

1. John Wong will send out an email to introduce the team.
2. James Nelson is the area manager, and will help with the project management on it.
3. Brenden Nelson will be the foreman and the 24 hour emergency contact.
4. Item 7: A text message to Ryan is best. They can only pay for testing that occurs and passes. If it gets canceled, need to know early so it can be canceled.
5. Item 8: Material submittals: send to JMT, and those will also be forwarded to the City team (Ryan and Todd).
6. Item 12: if after hours work is needed, contact Todd and he will see what he can do to help.
7. Item 16: City of Hutto utilities are on 811, so call to get the water and waste water marked. Contact Todd for contacts for Jonah Water if needed.
8. Clean up tracking from roadway: Need to sweep it or something like that; no watering it off because they do not want that washed into their system.
9. Concrete cleanout needs to be in a washout station
10. Arias and Associates will be the testing lab - when the contractor is ready for testing, get with Ryan and he will get that scheduled, since they are working with the City.
11. The water being paid by the contractor is not necessarily true. If a meter is needed, set up a meter through the City, and they'll make you have a backfill preventer. Let them know it is a CIP project, and they'll track the water. They'll probably make the contractor pay a deposit. The meter must be supported, and if it isn't, damage to the fire hydrant will be paid for from that deposit.
12. Close out - Todd will have to close it out and go through Council. Those documents will be sent to Todd, based on the checklist he has. Everything CIP has been kicked back in the 6 months if it does not have a maintenance bond. Not sure if it is in the contract, but we'll need to figure that out because legal won't let the project close out without a maintenance bond.
13. ROW Registration - they need to register their company to work in the ROW.
14. 7 day work week - If there is a rain day, send a text to Ryan so he can log that.
15. Todd has a pay template if Elecnor would like it. They don't have to use it, but it must have 4 signatures on it.
16. Schedule of Values - They would like to know how much is anticipated to be paid out each month, so that finance can know the budgets needed each month.
17. Staging area – The contractor currently has one in Pflugerville. They will try to use that one.
18. Progress Meetings: Once we figure out an initial schedule of when they be onsite, monthly meetings will be scheduled. Teams is probably fine for this type of project.
19. Gerard Falguera will be the PM for this.
20. Questions from the Contractor
    a. What software do they want the project schedule in? Todd doesn’t have one really; the contractor uses Project Planner and will keep it simple.
    b. Billing Template: He asked that the City share that for them for the Pay Schedule
    c. Bid items: Use that for the SOV for the pay app - it is unitized already

        i. Todd says that's fine. The contractor will need to note if the work was for just the part and the installation is excluded because it hasn’t been done yet.
    d. Long lead time - 20-24 weeks (poles) and other materials
    e. Plan will be to construct what they can and then wait on materials. The team agreed this was best.
    f. Electric will be underground per ordinance.
    g. Samantha will be Oncor, Todd will coordinate with Gexa, and then building inspectors too for the other necessary field material.
    h. John asked if we can send out contacts for the City, and Todd noted that he will send that out.
21. Other questions from Todd
    a. Tattle Tale Lights - PD is going to want that.
        i. Likely come in as a separate bid item from the Contractor.
    b. something is needed quickly, text Todd, if it can wait a day or two, email works.

GERARD FALGUERA MAYORAL <gfalguera@elecnor.es>

Re: Elecnor Belco JB#150020 Electrical/Pole Quote

TOMMY PUREFOY <tpurefoy@elecnor.com> Tue, Jun 3, 2025 at 1:28 PM
Reply-To: tpurefoy@elecnor.com
To: Abbie A D'alesandro <abbie.dalesandro@wildcatelectric.com>
Cc: "gfalguera@elecnor.com" <gfalguera@elecnor.com>

Good Afternoon Abbie,

Could you please send over the submittals for both the conduit and poles?

Thank you,

Tommy Purefoy

Project Engineer

Elecnor Belco Electric, Inc.

4766 Texas Hwy 123 Suite 600, San Marcos, TX 78666

Phone: (737)-266-3382

[Quoted text hidden]

GERARD FALGUERA MAYORAL <gfalguera@elecnor.es>

RE: [EXTERNAL] Re: Innovation at Limmer

GERARD FALGUERA MAYORAL <gfalguera@elecnor.com> Tue, Jun 10, 2025 at 12:31 PM
Reply-To: gfalguera@elecnor.com
To: Matt Rector <Matt.Rector@huttotx.gov>
Cc: "jwong@elecnor.com" <jwong@elecnor.com>, "Cude, Elliot" <ECude@jmt.com>, Patricia Davis <Patricia.Davis@huttotx.gov>, Sydnee Best <Sydnee.Best@huttotx.gov>, PAU OLIVER PARDO <ppardo@elecnor.com>, JAMES NELSON <jnelson@elecnor.com>, Todd Meaker <Todd.Meaker@huttotx.gov>, "rwilks@elecnor.com" <rwilks@elecnor.com>, Tommy Purefoy <tpurefoy@elecnor.com>, Brendan Nelson <bnelson@elecnor.com>, RALPH ANTUNA <rantuna@elecnor.com>

Hi all,

Please find the schedule attached with the actual dates.

Let us know if you have any questions,

Thank you!

Gerard Falguera
Project Manager

Elecnor Belco Electric, Inc.

4766 TX-123 Suite 600,
San Marcos, TX 78666

Cell (737) 497-1594

www.elecnor.com

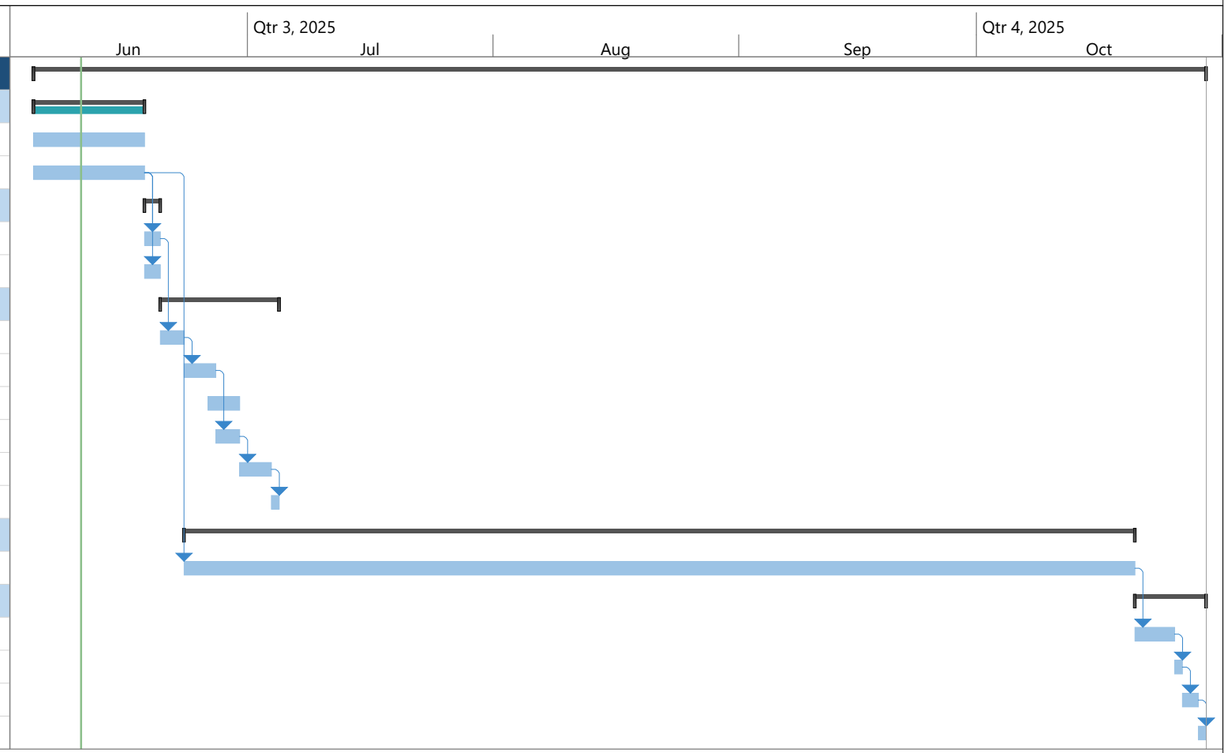
www.elecnorbelco.com

[Quoted text hidden]

15-0020 City Of Hutto Limmer and Innovation_Dates.pdf
109K

15-0020 Innovation and Limmer Hutto (Prime)

ID	Task Name	Duration	Start	Finish
1	**150020 City of Hutto**	**148 days**	**Wed 6/4/25**	**Wed 10/29/25**
2	**Pre-Construction Tasks**	**14 days**	**Wed 6/4/25**	**Tue 6/17/25**
3	ROW Permitting	14 days	Wed 6/4/25	Tue 6/17/25
4	Submittals	14 days	Wed 6/4/25	Tue 6/17/25
5	**Pre-Work**	**2 days**	**Wed 6/18/25**	**Thu 6/19/25**
6	Locate utilities	2 days	Wed 6/18/25	Thu 6/19/25
7	Erosion Control	2 days	Wed 6/18/25	Thu 6/19/25
8	**Construction (Underground and Foundations)**	**15 days**	**Fri 6/20/25**	**Fri 7/4/25**
9	Potholing	3 days	Fri 6/20/25	Sun 6/22/25
10	Conduit Boring/ Installing Laterals	4 days	Mon 6/23/25	Thu 6/26/25
11	Tie Rebar Cages	4 days	Thu 6/26/25	Sun 6/29/25
12	Augur & Pole Foundation Pouring	3 days	Fri 6/27/25	Sun 6/29/25
13	Pull Boxes, Pour Pull Box Aprons	4 days	Mon 6/30/25	Thu 7/3/25
14	Install Controller Foundations	1 day	Fri 7/4/25	Fri 7/4/25
15	**Material Shipping**	**120 days**	**Mon 6/23/25**	**Mon 10/20/25**
16	Poles Arrive/ Time Suspension	120 days	Mon 6/23/25	Mon 10/20/25
17	**Construction (Above Ground and Restoration)**	**9 days**	**Tue 10/21/25**	**Wed 10/29/25**
18	Install Conductors. Install Signal Poles and Gear	5 days	Tue 10/21/25	Sat 10/25/25
19	Asphalt Restoration	1 day	Sun 10/26/25	Sun 10/26/25
20	Striping	2 days	Mon 10/27/25	Tue 10/28/25
21	Punchlist Corrections	1 day	Wed 10/29/25	Wed 10/29/25



Project: 15-0020 Innovation an
Date: Tue 6/10/25

Task	Summary	Duration-only	Start-only	Progress
Split	Project Summary	Manual Summary Rollup	Finish-only	Manual Progress
Milestone	Manual Task	Manual Summary	Deadline

Construction Schedule

GERARD FALGUERA MAYORAL <gfalguera@elecnor.es>

Re: Elecnor Belco JB#150020 Electrical/Pole Quote

Abbie A D'alesandro <abbie.dalesandro@wildcatelectric.com> Wed, Jun 18, 2025 at 12:38 PM
To: "gfalguera@elecnor.com" <gfalguera@elecnor.com>
Cc: "tpurefoy@elecnor.com" <tpurefoy@elecnor.com>, Pamela R Easterling <pam.easterling@wildcatelectric.com>

His ears must have been burning 😊

Please see attached. If you have any questions just let me know.

Abbie

From: GERARD FALGUERA MAYORAL <gfalguera@elecnor.com>
Sent: Wednesday, June 18, 2025 12:32 PM
To: Abbie A D'alesandro <abbie.dalesandro@wildcatelectric.com>
Cc: tpurefoy@elecnor.com; Pamela R Easterling <pam.easterling@wildcatelectric.com>
Subject: Re: Elecnor Belco JB#150020 Electrical/Pole Quote

EXTERNAL EMAIL

Thank you so much Abbie!

Gerard Falguera
Project Manager

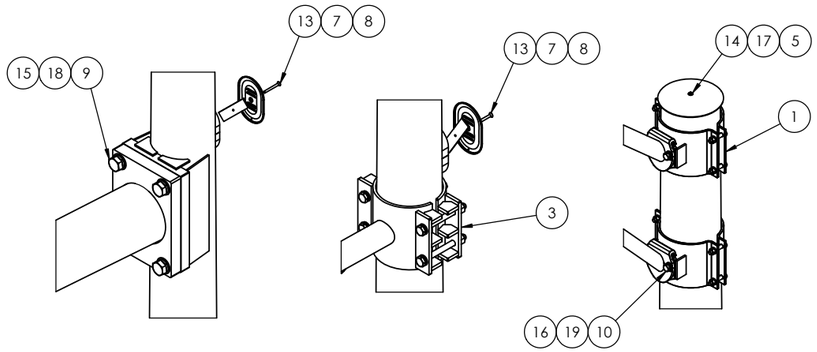
Elecnor Belco Electric, Inc.

4766 TX-123 Suite 600,
San Marcos, TX 78666

Cell (737) 497-1594

www.elecnor.com

www.elecnorbelco.com



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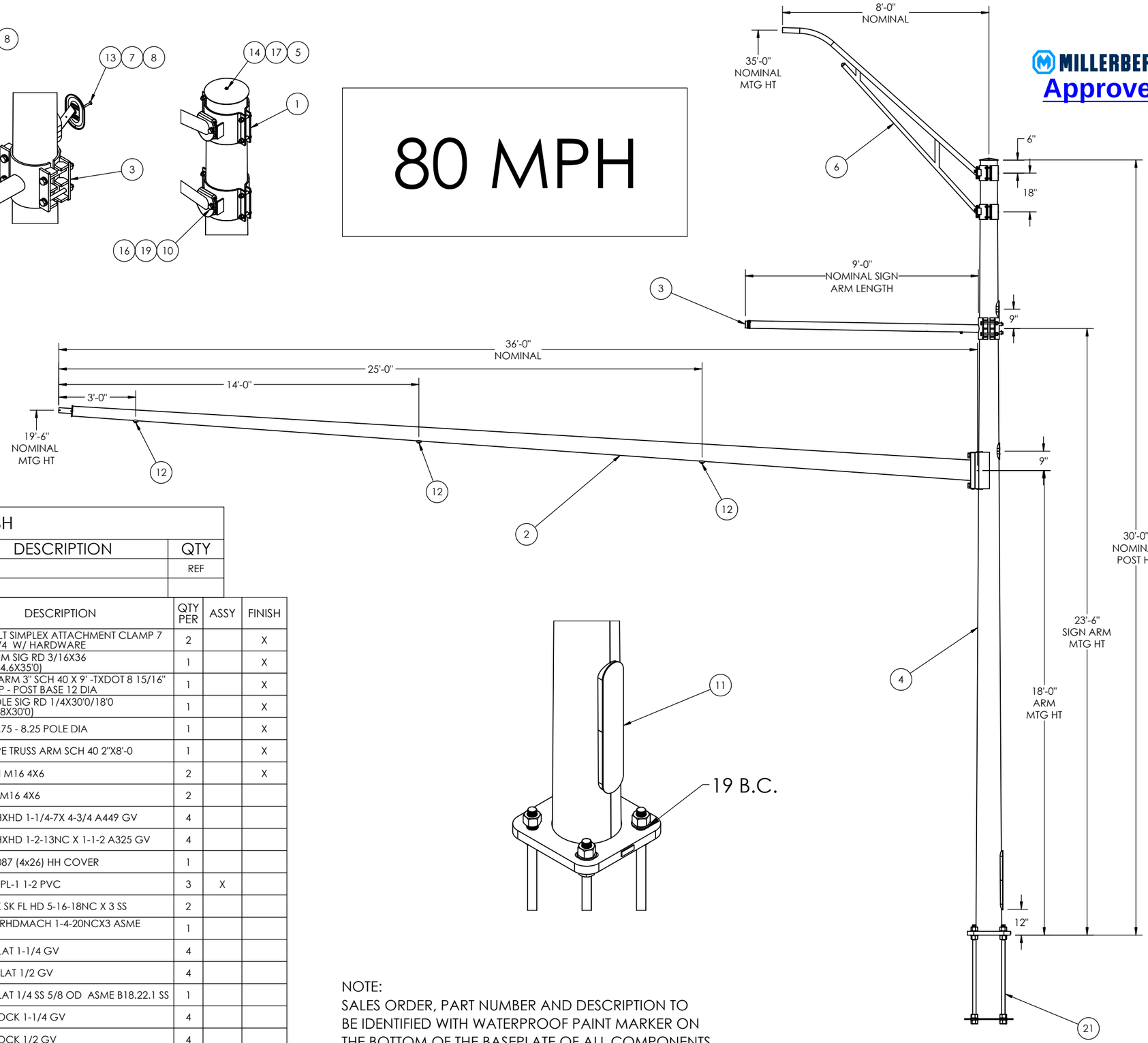


FINISH

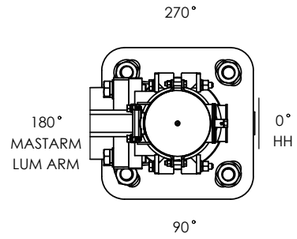
PAINT PART #	DESCRIPTION	QTY
		REF

ITEM NO.	PART NUMBER	DESCRIPTION	QTY PER	ASSY	FINISH
1	1010676	ASSY 2 BOLT SIMPLEX ATTACHMENT CLAMP 7 1/4 TO 8 1/4 W/ HARDWARE	2		X
2	1037579	WLDMT ARM SIG RD 3/16X36 (3/16X9.5X4.6X35'0)	1		X
3	1041657	ASSY ILSN ARM 3" SCH 40 X 9' -TXDOT 8 15/16" DIA CLAMP - POST BASE 12 DIA	1		X
4	1042813	WLDMT POLE SIG RD 1/4X30'0/18'0 (1/4X12X7.8X30'0)	1		X
5	8800193-85	CAP FITS 7.75 - 8.25 POLE DIA	1		X
6	8800745	WLDMT PIPE TRUSS ARM SCH 40 2"X8'-0	1		X
7	9900029-GV	COVER HH M16 4X6	2		X
8	9900030	LATCH HH M16 4X6	2		
9	BOLTB1-1/4-7X4-3/4M	BOLT HVYHXHD 1-1/4-7X 4-3/4 A449 GV	4		
10	BOLTB1/2-13X1-1/2B	BOLT HVYHXHD 1-2-13NC X 1-1-2 A325 GV	4		
11	EL-50-AP1087 (4X26) HH COVER	EL-50-AP1087 (4x26) HH COVER	1		
12	PLUG-THD-PL-1-1/2	PLUG-THD-PL-1 1-2 PVC	3	X	
13	SCRWA5/16-18X3"SS	SCRWA HX SK FL HD 5-16-18NC X 3 SS	2		
14	SCRWN1/4-20X3"SS	SCRWSLTDRHDMACH 1-4-20NCX3 ASME B18.6.3 SS	1		
15	WASHFLAT1-1/4GV	WASHER FLAT 1-1/4 GV	4		
16	WASHFLAT1/2GV	WASHER FLAT 1/2 GV	4		
17	WASHFLAT1/4SS	WASHER FLAT 1/4 SS 5/8 OD ASME B18.22.1 SS	1		
18	WASHLOCK1-1/4GV	WASHER LOCK 1-1/4 GV	4		
19	WASHLOCK1/2GV	WASHER LOCK 1/2 GV	4		
20	EL-70-AP1082 HARDWARE KIT	EL-70-AP1082 HARDWARE KIT	1	NOT SHOWN	
21	460B608-1	ANCHOR BOLT CLUSTER 1 3/4 BOLTS ON 19" B.C.	1	REF ONLY	

NOTE:
SALES ORDER, PART NUMBER AND DESCRIPTION TO BE IDENTIFIED WITH WATERPROOF PAINT MARKER ON THE BOTTOM OF THE BASEPLATE OF ALL COMPONENTS TO BE SHIPPED.

REVISIONS			
REV.	DESCRIPTION	DATE	DRFT

MILLERBERND
Approved



MATERIAL SPECIFICATIONS

POST: ASTM A572 GR 50
BASE PLATE: ASTM A36
MAST ARM: ASTM A572 GR 50
MOUNTING PLATE: ASTM A36
LUMINAIRE ARM:
HARDWARE FINISH: ASTM A153
ANCHOR BOLTS: ASTM F 1554-51-GR 55 *SIZE:* 1 3/4

DESIGN CRITERIA

AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS ON HIGHWAY SIGNS, LUMINAIRES & TRAFFIC SIGNALS.

WINDS: MPH *VORTEX SHED:* N/A
FATIGUE CAT: N/A *GALLOPING:* N/A
NATURAL WIND GUST: N/A *TRUCK GUST:* N/A

WELD SPECIFICATION

THE POST AND MAST ARM TO BE A TAPERED TUBE FABRICATION WITH ONE SUBMERGED ARC LONGITUDINAL SEAM WELD WITH 100% PENETRATION 6" FROM BASE PLATE AND 60% FOR REMAINDER. GAS METAL ARC WELDING PROCESS WITH 60% PENETRATION MAY BE USED FOR REMAINDER OF WELDED FABRICATION.

WELD TESTING: 100% OF ALL WELDS VISUAL TESTED (VT), 100% OF ALL COMPLETE JOINT PENETRATION (CJP) WELDS ULTRASONIC TESTED (UT) BASED ON THE THINNEST MATING MATERIAL: (PER AASHTO 2013 5.15.5-WELD INSP) THICKNESS.
< 6MM (0.25 IN) MT
≥ 6MM (0.25 IN UT
A RANDOM 30% OF ALL FILLET WELDS AND PARTIAL JOINT PENETRATION (PJP) LONGITUDINAL SEAM WELDS MAGNETIC PARTICLE TESTED (MT).

FINISH SPECIFICATION

GALV. OR PRIME COAT: HOT DIP GALV PER ASTM A123
FINISH COAT:
COLOR:
FEDERAL OR RAL SPEC.:
WEIGHT W/GALV.: 2048
WEIGHT W/GALV.&PAINT: 2129.92
WEIGHT W/PAINT:
SURFACE AREA: 54804.1
GAL. OF PAINT: 2.10785

MILLERBERND
622 6TH ST. SO.
WINSTED, MN 55395

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SALES ORDER NO.:	QTY:	STATE:	SHEET
217179	1	TX	1 OF 1

DESCRIPTION:
SHIP POLE SIG RD 3/16X30'0/18'0
SMA 36LS-80

EST. WEIGHT:	DRAWING NO:
2048.0	TXAB-SM-36A3-T0809

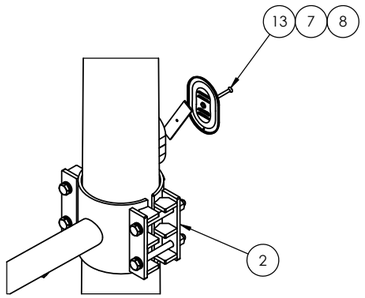
PROJECT NAME:
PO#: 3269-AD-919513D

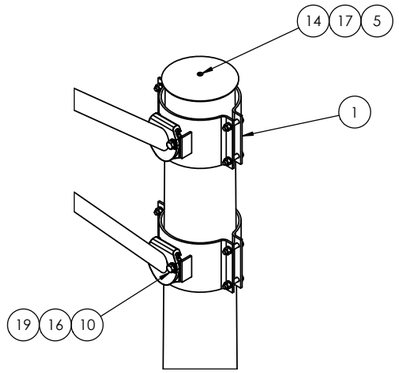
PROJECT LOCATION:
TEXAS

DWN BY: ANDY S	DATE: 10-19-2020
CHK BY:	DATE:

REVISIONS			
REV.	DESCRIPTION	DATE	DRFT

MILLERBERND Approved





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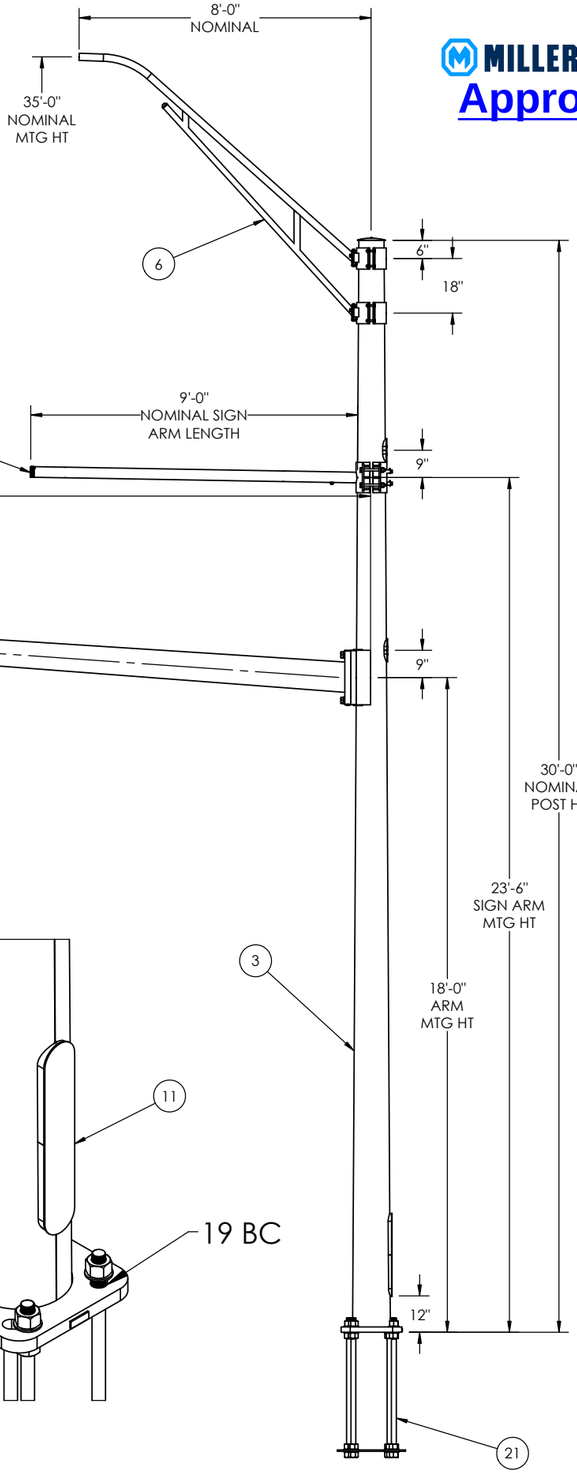

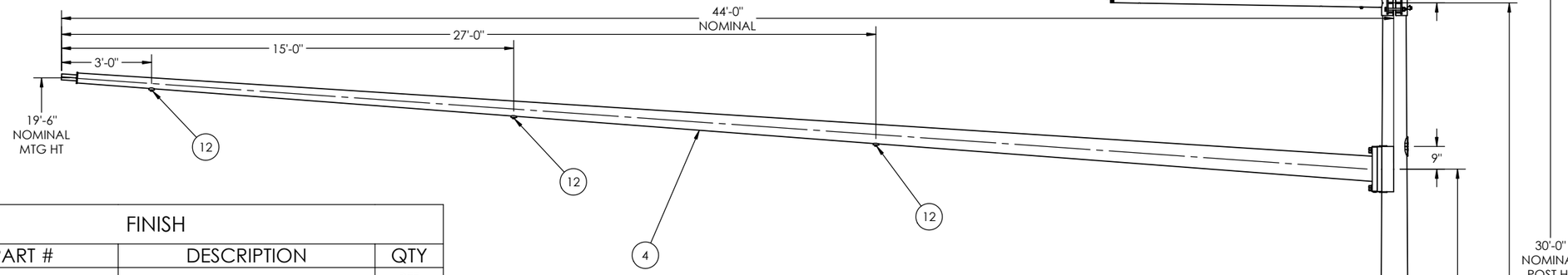

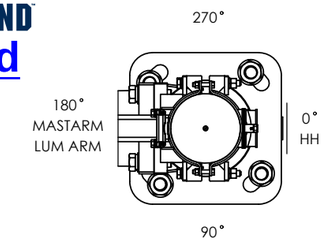

FINISH

PAINT PART #	DESCRIPTION	QTY
		REF

ITEM NO.	PART NUMBER	DESCRIPTION	QTY PER	ASSY	FINISH
1	1009012	ASSY CLAMP 2 BS TX DOT 8 1/4 TO 9 1/4 DIA W/ HARDWARE	2		X
2	1041142	ASSY ILSN ARM 3" SCH 40 X 9' -TXDOT 9 7/16" DIA CLAMP - POST BASE 12 1/2 DIA	1		X
3	1041473	WLDMT POLE SIG RD 1/4X30'0/18'0 (1/4X12.5X8.3X30'0)	1		X
4	1041472	WLDMT ARM SIG RD 1/4X44'0 (1/4X10X3.98X43'0)	1		X
5	8800193-9	CAP FITS 8.25 - 8.75 POLE DIA	1		X
6	8800745	WLDMT PIPE TRUSS ARM SCH 40 2"X8'-0	1		X
7	9900029-GV	COVER HH M16 4X6	2		X
8	9900030	LATCH HH M16 4X6	2		
9	BOLTB1-1/4-7X4-3/4M	BOLT HVYHXHD 1-1/4-7X 4-3/4 A449 GV	4		
10	BOLTB1/2-13X1-1/2B	BOLT HVYHXHD 1-2-13NC X 1-1-2 A325 GV	4		
11	EL-50-AP1087 (4X26) HH COVER	EL-50-AP1087 (4x26) HH COVER	1		
12	PLUG-THD-PL-1-1/2	PLUG-THD-PL-1 1-2 PVC	3	X	
13	SCRWA5/16-18X3"SS	SCRWA HX SK FL HD 5-16-18NC X 3 SS	2		
14	SCRWN1/4-20X3"SS	SCRWSLTDRHDMACH 1-4-20NCX3 ASME B18.6.3 SS	1		
15	WASHFLAT1-1/4GV	WASHER FLAT 1-1/4 GV	4		
16	WASHFLAT1/2GV	WASHER FLAT 1/2 GV	4		
17	WASHFLAT1/4SS	WASHER FLAT 1/4 SS 5/8 OD ASME B18.22.1 SS	1		
18	WASHLOCK1-1/4GV	WASHER LOCK 1-1/4 GV	4		
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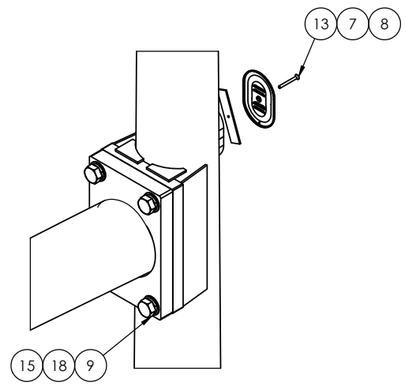

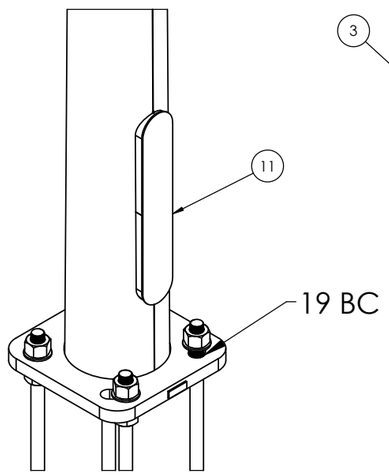

NOTE:
SALES ORDER, PART NUMBER AND DESCRIPTION TO BE IDENTIFIED WITH WATERPROOF PAINT MARKER ON THE BOTTOM OF THE BASEPLATE OF ALL COMPONENTS TO BE SHIPPED.

MATERIAL SPECIFICATIONS

POST: ASTM A572 GR 50
BASE PLATE: ASTM A36
MAST ARM: ASTM A572 GR 50
MOUNTING PLATE: ASTM A36
LUMINAIRE ARM: A500 GR B
HARDWARE FINISH: ASTM A153
ANCHOR BOLTS: ASTM F 1554-51-GR 55 *SIZE:* *1 3/4*

DESIGN CRITERIA

AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS ON HIGHWAY SIGNS, LUMINAIRES & TRAFFIC SIGNALS.

WINDS: *MPH* *VORTEX SHED:* N/A
FATIGUE CAT: N/A *GALLOPING:* N/A
NATURAL WIND GUST: N/A *TRUCK GUST:* N/A

WELD SPECIFICATION

THE POST AND MAST ARM TO BE A TAPERED TUBE FABRICATION WITH ONE SUBMERGED ARC LONGITUDINAL SEAM WELD WITH 100% PENETRATION 6" FROM BASE PLATE AND 60% FOR REMAINDER. GAS METAL ARC WELDING PROCESS WITH 60% PENETRATION MAY BE USED FOR REMAINDER OF WELDED FABRICATION.

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≥ 6MM (0.25 IN UT
A RANDOM 30% OF ALL FILLET WELDS AND PARTIAL JOINT PENETRATION (PJP) LONGITUDINAL SEAM WELDS MAGNETIC PARTICLE TESTED (MT).

FINISH SPECIFICATION

GALV. OR PRIME COAT: HOT DIP GALV PER ASTM A123
FINISH COAT:
COLOR:
FEDERAL OR RAL SPEC.:
WEIGHT W/GALV.: 2361.4
WEIGHT W/GALV.&PAINT: 2455.86
WEIGHT W/PAINT:
SURFACE AREA: 59088.5
GAL. OF PAINT: 2.27263

MILLERBERND 622 6TH ST. SO. WINSTED, MN 55395

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SALES ORDER NO.:	QTY:	STATE:	SHEET
217179	1	TX	1 OF 1

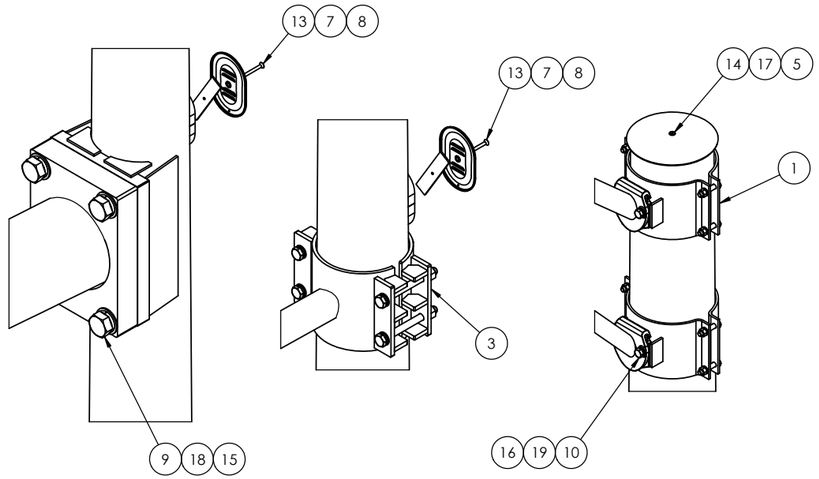
DESCRIPTION:
SHIP POLE SIG RD 1/4X30'0/18'0
SMA 44LS-80

EST. WEIGHT:	DRAWING NO:
2361.4	TXAB-SM-44A3-T0809

PROJECT NAME:
PO#: 3269-AD-919513D

PROJECT LOCATION:
TEXAS

DWN BY: ANDY S	DATE: 10-22-2020
CHK BY:	DATE:



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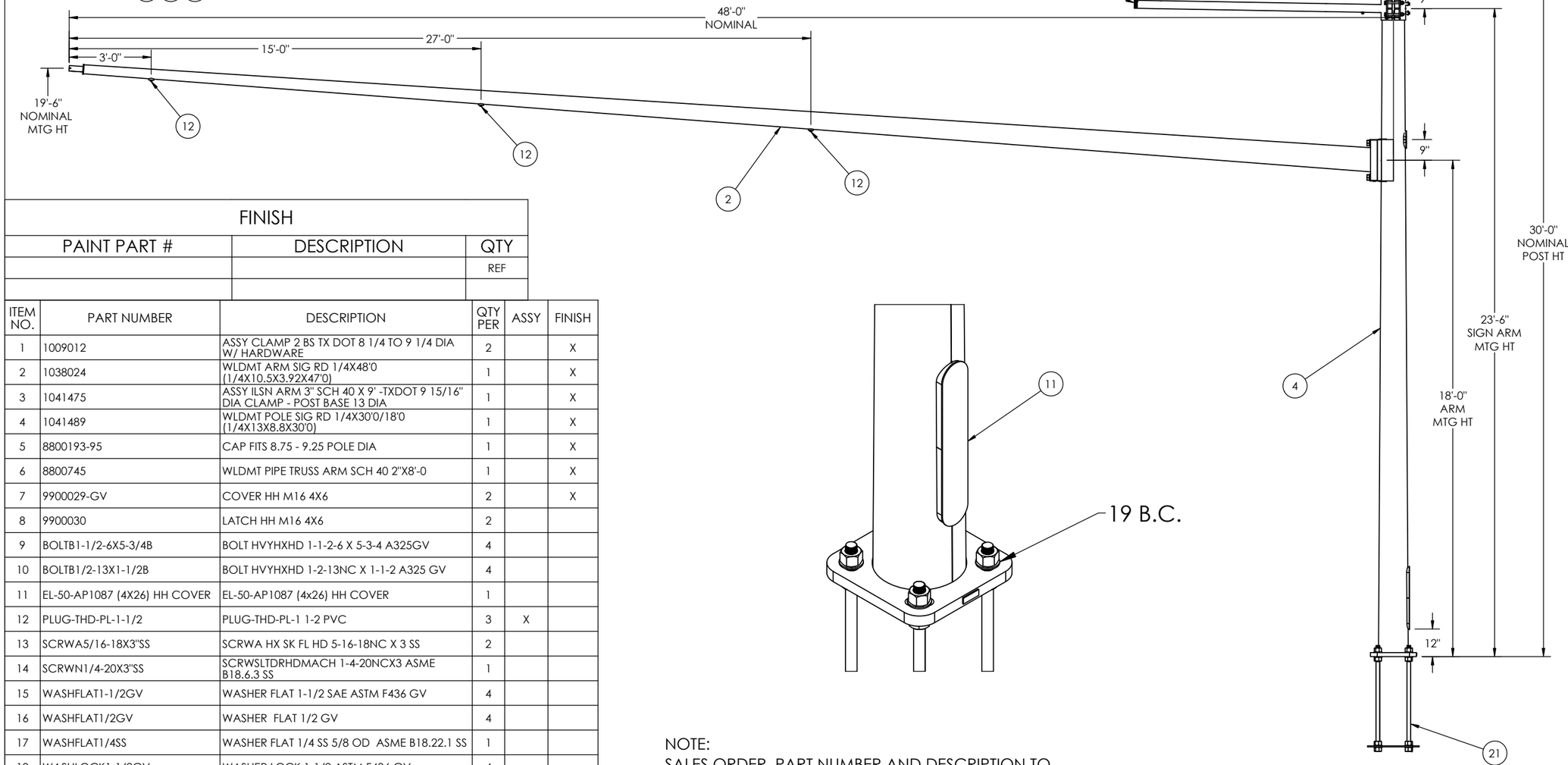

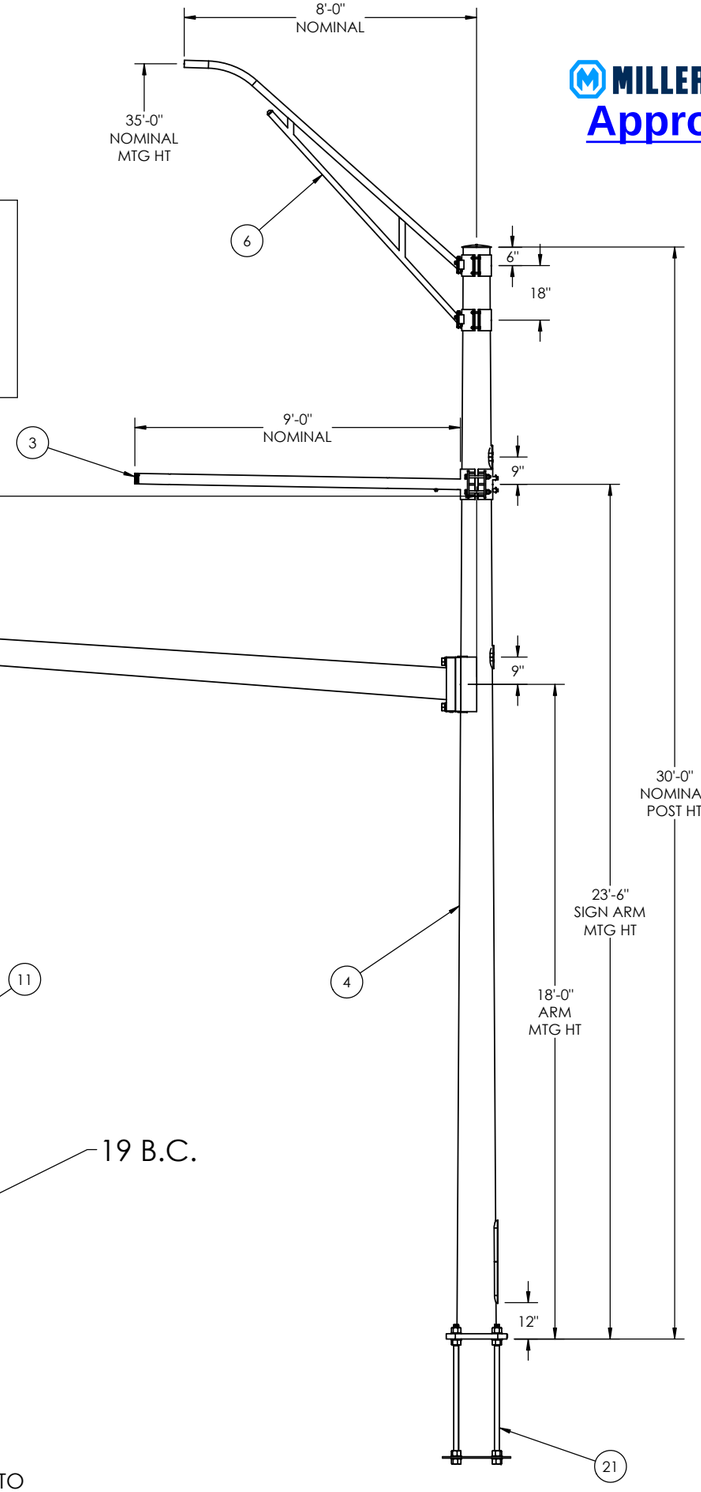

NOTE:
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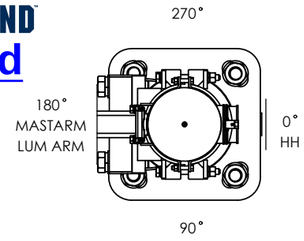
FINISH		
PAINT PART #	DESCRIPTION	QTY
		REF

ITEM NO.	PART NUMBER	DESCRIPTION	QTY PER	ASSY	FINISH
1	1009012	ASSY CLAMP 2 BS TX DOT 8 1/4 TO 9 1/4 DIA W/ HARDWARE	2		X
2	1038024	WLDMT ARM SIG RD 1/4X48'0 (1/4X10.5X3.92X47'0)	1		X
3	1041475	ASSY ILSN ARM 3" SCH 40 X 9' -TXDOT 9 15/16" DIA CLAMP - POST BASE 13 DIA	1		X
4	1041489	WLDMT POLE SIG RD 1/4X30'0/18'0 (1/4X13X8.8X30'0)	1		X
5	8800193-95	CAP FITS 8.75 - 9.25 POLE DIA	1		X
6	8800745	WLDMT PIPE TRUSS ARM SCH 40 2"X8'-0	1		X
7	9900029-GV	COVER HH M16 4X6	2		X
8	9900030	LATCH HH M16 4X6	2		
9	BOLTB1-1/2-6X5-3/4B	BOLT HVYHXHD 1-1-2-6 X 5-3-4 A325GV	4		
10	BOLTB1/2-13X1-1/2B	BOLT HVYHXHD 1-2-13NC X 1-1-2 A325 GV	4		
11	EL-50-AP1087 (4X26) HH COVER	EL-50-AP1087 (4x26) HH COVER	1		
12	PLUG-THD-PL-1-1/2	PLUG-THD-PL-1 1-2 PVC	3	X	
13	SCRWA5/16-18X3"SS	SCRWA HX SK FL HD 5-16-18NC X 3 SS	2		
14	SCRWN1/4-20X3"SS	SCRWSLTDRHDMACH 1-4-20NCX3 ASME B18.6.3 SS	1		
15	WASHFLAT1-1/2GV	WASHER FLAT 1-1/2 SAE ASTM F436 GV	4		
16	WASHFLAT1/2GV	WASHER FLAT 1/2 GV	4		
17	WASHFLAT1/4SS	WASHER FLAT 1/4 SS 5/8 OD ASME B18.22.1 SS	1		
18	WASHLOCK1-1/2GV	WASHER LOCK 1-1/2 ASTM F436 GV	4		
19	WASHLOCK1/2GV	WASHER LOCK 1/2 GV	4		
20	EL-70-AP1082 HARDWARE KIT	EL-70-AP1082 HARDWARE KIT	1	NOT SHOWN	
21	460B608-1	ANCHOR BOLT CLUSTER 1 3/4 BOLTS ON 19" B.C.	1	REF ONLY	

REVISIONS			
REV.	DESCRIPTION	DATE	DRFT

MILLERBERND
Approved



MATERIAL SPECIFICATIONS

POST: ASTM A572 GR 50
BASE PLATE: ASTM A36
MAST ARM: ASTM A572 GR 50
MOUNTING PLATE: ASTM A36
LUMINAIRE ARM: A500 GR B
HARDWARE FINISH: ASTM A153
ANCHOR BOLTS: ASTM F 1554-51-GR 55 *SIZE: 1 3/4*

DESIGN CRITERIA

AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS ON HIGHWAY SIGNS, LUMINAIRES & TRAFFIC SIGNALS.

WINDS: MPH *VORTEX SHED:* N/A
FATIGUE CAT: N/A *GALLOPING:* N/A
NATURAL WIND GUST: N/A *TRUCK GUST:* N/A

WELD SPECIFICATION

THE POST AND MAST ARM TO BE A TAPERED TUBE FABRICATION WITH ONE SUBMERGED ARC LONGITUDINAL SEAM WELD WITH 100% PENETRATION 6" FROM BASE PLATE AND 60% FOR REMAINDER. GAS METAL ARC WELDING PROCESS WITH 60% PENETRATION MAY BE USED FOR REMAINDER OF WELDED FABRICATION.

WELD TESTING: 100% OF ALL WELDS VISUAL TESTED (VT), 100% OF ALL COMPLETE JOINT PENETRATION (CJP) WELDS ULTRASONIC TESTED (UT) BASED ON THE THINNEST MATING MATERIAL: (PER AASHTO 2013 5.15.5-WELD INSP) THICKNESS.
< 6MM (0.25 IN) MT
≥ 6MM (0.25 IN UT
A RANDOM 30% OF ALL FILLET WELDS AND PARTIAL JOINT PENETRATION (PJP) LONGITUDINAL SEAM WELDS MAGNETIC PARTICLE TESTED (MT).

FINISH SPECIFICATION

GALV. OR PRIME COAT: HOT DIP GALV PER ASTM A123
FINISH COAT:
COLOR:
FEDERAL OR RAL SPEC.:
WEIGHT W/GALV.: 2558
WEIGHT W/GALV.&PAINT: 2660.32
WEIGHT W/PAINT:
SURFACE AREA: 63404.1
GAL. OF PAINT: 2.43862

MILLERBERND
622 6TH ST. SO.
WINSTED, MN 55395

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SALES ORDER NO.:	QTY:	STATE:	SHEET
217179	2	TX	1 OF 1

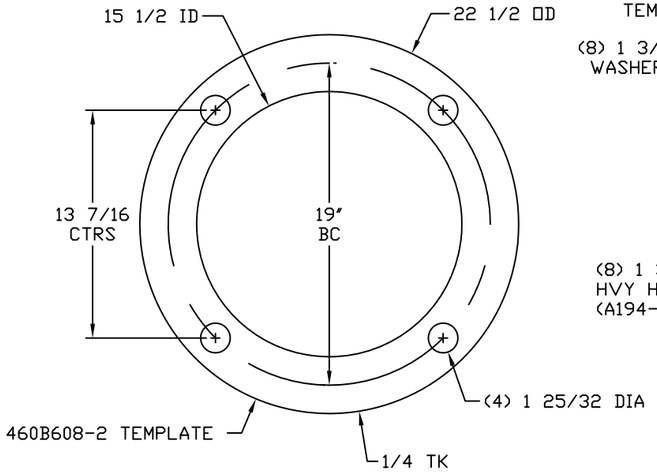
DESCRIPTION:
SHIP POLE SIG RD 1/4X30'0/18'0
SMA 48LS-80

EST. WEIGHT:	DRAWING NO:
2558.0	TXAB-SM-48A3-T0809

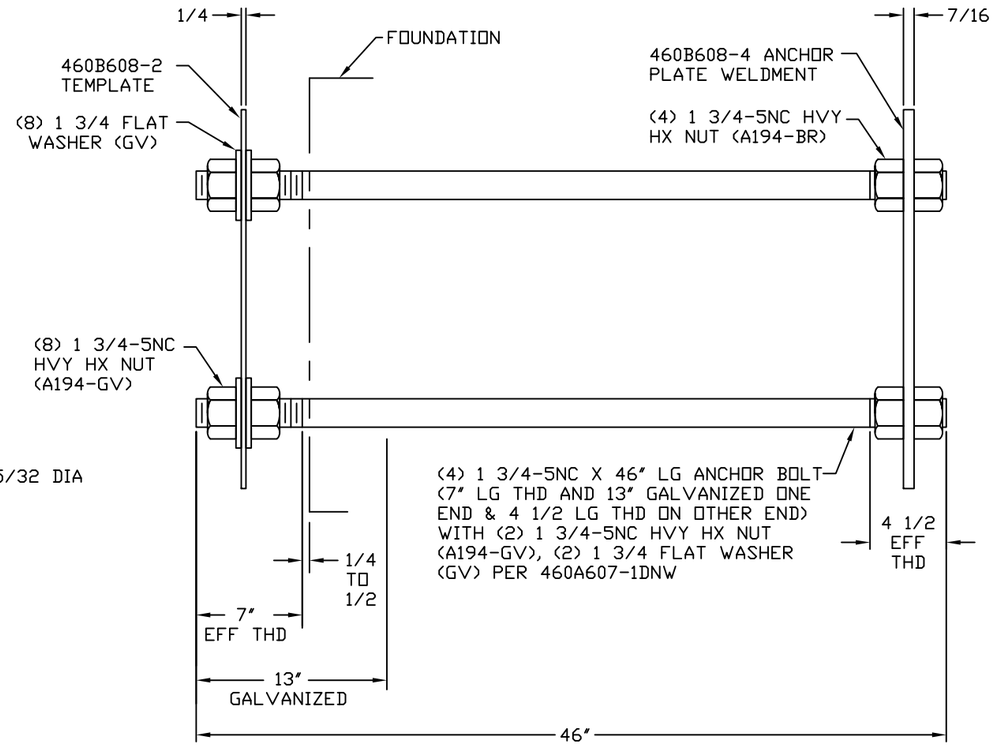
PROJECT NAME:
PO#: 3269-AD-919513D

PROJECT LOCATION:
TEXAS

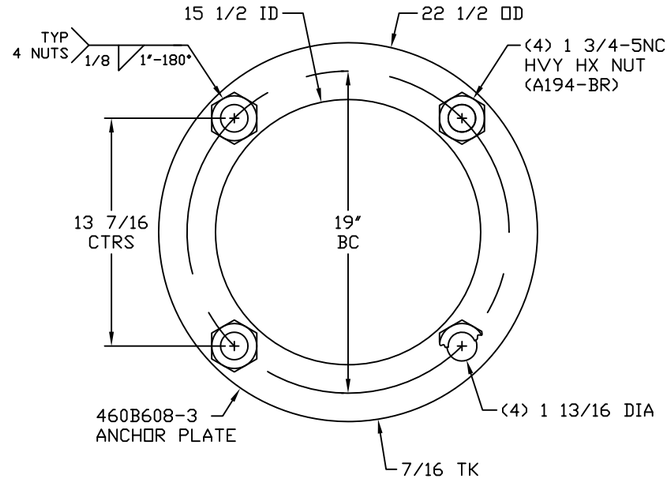
DWN BY: ANDY S	DATE: 10-22-2020
CHK BY:	DATE:



-DETAIL 460B608-2 TEMPLATE-



-DETAIL 460B608-1 ANCHOR BOLT CLUSTER-



-DETAIL 460B608-3 ANCHOR PLATE & 460B608-4 ANCHOR PLATE WELDMENT-

NOTE:

1. MILD STEEL ANCHOR BOLT PER ASTM F1554-S1 GRADE 55 20% MIN ELONGATION
2. HOT DIP GALVANIZE PER ASTM A153.
3. THREAD TO BE CLASS 2A PER AMERICAN STD. B 1.1, .030 OVER SIZE AFTER GALVANIZING
4. ALL BOLTS ROLLED THREAD
5. BARE HEAVY HEX NUTS PER ASTM A194 GR 2H (A194-BR)
6. GALVANIZED HEAVY HEX NUTS PER ASTM A194 GR 2H (A194GV GALVANIZED NUTS .030 OVER SIZE)
7. GALVANIZED FLAT WASHER PER ASTM F436
8. TEMPLATE & ANCHOR PLATE MATERIAL TO BE CARBON STEEL WITH 36,000 PSI MIN YIELD PER ASTM A36.
9. TEMPLATE & ANCHOR PLATE TO BE FURNISHED IN BARE, UNFINISHED CONDITION.
10. ANCHOR BOLT CLUSTER SHIPPED WITH TEMPLATE & ANCHOR PLATE REMOVED

MMC SO# 217179 /
PO#: 3269-AD-919513D

460B608-1	4	ANCHOR BOLT CLUSTER 1 3/4
PART NUMBER	QTY	DESCRIPTION

DWN: DOUG F.	ANCHOR BOLT CLUSTER 1 3/4 X 46"-MK36A	
DATE: 3-13-12	ASTM F1554 GR55 MATERIAL (TX/DOT-2012)	
CHK: FLOYD F.	Millerbernd MANUFACTURING CO. WINSTED, MN	460B608
SCALE: NTS		

TOMMY PUREFOY <tpurefoy@elecnor.es>

Elecnor Belco JB# 150020 Submittal 1.00 - Poles

Cude, Elliot <ECude@jmt.com> Mon, Jun 23, 2025 at 9:28 AM
To: "tpurefoy@elecnor.com" <tpurefoy@elecnor.com>
Cc: Ryan Reyes <ryan.reyes@huttotx.gov>, Todd Meaker <todd.meaker@huttotx.gov>, GERARD FALGUERA MAYORAL <gfalguera@elecnor.com>, "Alexander, Tara" <TAlexander@jmt.com>, Patricia Davis <Patricia.Davis@huttotx.gov>, "Burnside, Jennifer" <JBurnside@jmt.com>

All,

The material submittal for poles is attached and approved.

Thanks,

Johnson, Mirmiran & Thompson, Inc.

An Employee-Owned Company

Elliot Cude, P.E.

Senior Associate

Highway Design

P. 512-864-2833

Please consider the environment before printing this e-mail

From: TOMMY PUREFOY <tpurefoy@elecnor.com>
Sent: Wednesday, June 18, 2025 12:46 PM
To: Cude, Elliot <ECude@jmt.com>; Alexander, Tara <talexander@jmt.com>
Cc: Ryan Reyes <ryan.reyes@huttotx.gov>; Todd Meaker <todd.meaker@huttotx.gov>; GERARD FALGUERA MAYORAL <gfalguera@elecnor.com>; Patricia Davis <Patricia.Davis@huttotx.gov>
Subject: [EXTERNAL] Elecnor Belco JB# 150020 Submittal 1.00 - Poles

Cyber Security Reminder: Please use caution - message originated outside JMT.

Good Morning, Elliot and Alexander,

I am sending this email to start the submittal process for our Poles.

I have attached the submittal files as well as CC'd those relevant to the project.

Please review these documents and let me know if anything is missing or incorrect.

Thank you,

Thank you,

Tommy Purefoy

Project Engineer

Elecnor Belco Electric, Inc.

4766 Texas Hwy 123 Suite 600, San Marcos, TX 78666

Phone: (737)-266-3382

This message is intended for the use of the individual or entity to which it is addressed and may contain information that is confidential, privileged and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent of the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please contact the sender immediately and delete it from your system.

Thank You.

150020-Submittal - 1.00 - Poles Package_Review_Reviewed No Exceptions Taken.pdf
458K

SUBMITTALS

Submittal attachments
1 Attachment

Elecnor Belco Electric, Inc.
14320 Albers Way
Chino, CA 91710
(909) 993-5470 Fax (909) 993-5476

Date: 06/18/2025
Project No: 150020
Submittal No: 1.00
Revision: ☐

Project:	**Client:**
Innovation and Limmer Hutto (Prime) Hutto	City of Hutto 500 W. Live Oak,Hutto,TX,78634 Project Number T13-2024

Product/Subject:

Poles

Remarks/Comments:

No material or equipment will be released for production until approved by the owner

On TxDOT Material Producer List for Traffic Signal Pole Assembly Fabrication plants

On TxDOT Material Producer List for LED Roadway Luminaires

Date Issued:	**Spec. Section:**	**Reference /Drawing #**
06/18/2025		

Manufacturers:	**Suppliers:**
Millerbernd - Pole & Anchor Bolt Roadway Luminaire - Cooper Light	WILDCAT ELECTRIC SUPPLY

Elecnor Belco Electric, Inc. Action:

Approval is only for general conformance with the design concept of the work and compliance with the information given in the contract documents. Contractor is responsible for the dimensions and their confirmation. Deviations from contract documents are not reviewed unless specifically requested in writing by Contractor.

☐ **Approved**	☐ **Rejected**
PM: Gerard Falguera	**PE:** Tommy Purefoy
Elecnor Belco Electric, Inc.	**Date**

General Contractor / Owner's Rep. Action:

☑ REVIEWED, NO EXCEPTIONS TAKEN ☐ REJECTED
☐ FURNISH AS NOTED ☐ REVISE AND RESUBMIT
☐ RETURNED UNCHECKED ☐ SUBMIT SPECIFIED ITEM

This review is only for general conformance with the design concept of the project and general compliance with the information given in the contract documents. Corrections or comments made on the shop drawings during this review do not relieve Contractor from compliance with the requirements of the plans and specifications. Approval of a specific item shall not include approval of an assembly of which the item is a component. Contractor is responsible for: dimensions to be confirmed and correlated at the jobsite; information that pertains solely to the fabrication process or the means, methods, techniques, sequences and procedures of construction; coordination of the Work of all trades; and for performing all work in a safe and satisfactory manner.

JMT GJH 06/21/25

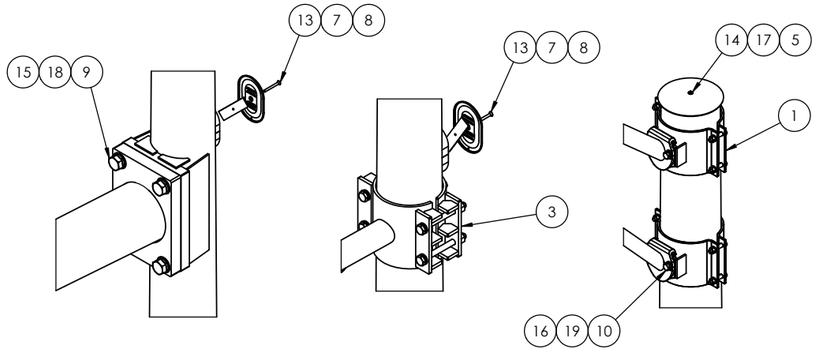
For Elecnor Belco Use Only

Approved/Rejected submital attachment:	**Release needed?**	**Release date:**	**PO (no purchases, type Ø for PO#) :**		**Supplier email address:**	**Desired delivery date:**
			PO#	**PO Attachment**		
0 Attachments	☐ Yes ☐ No	☐ Yes ☐ No		0 Attachments		

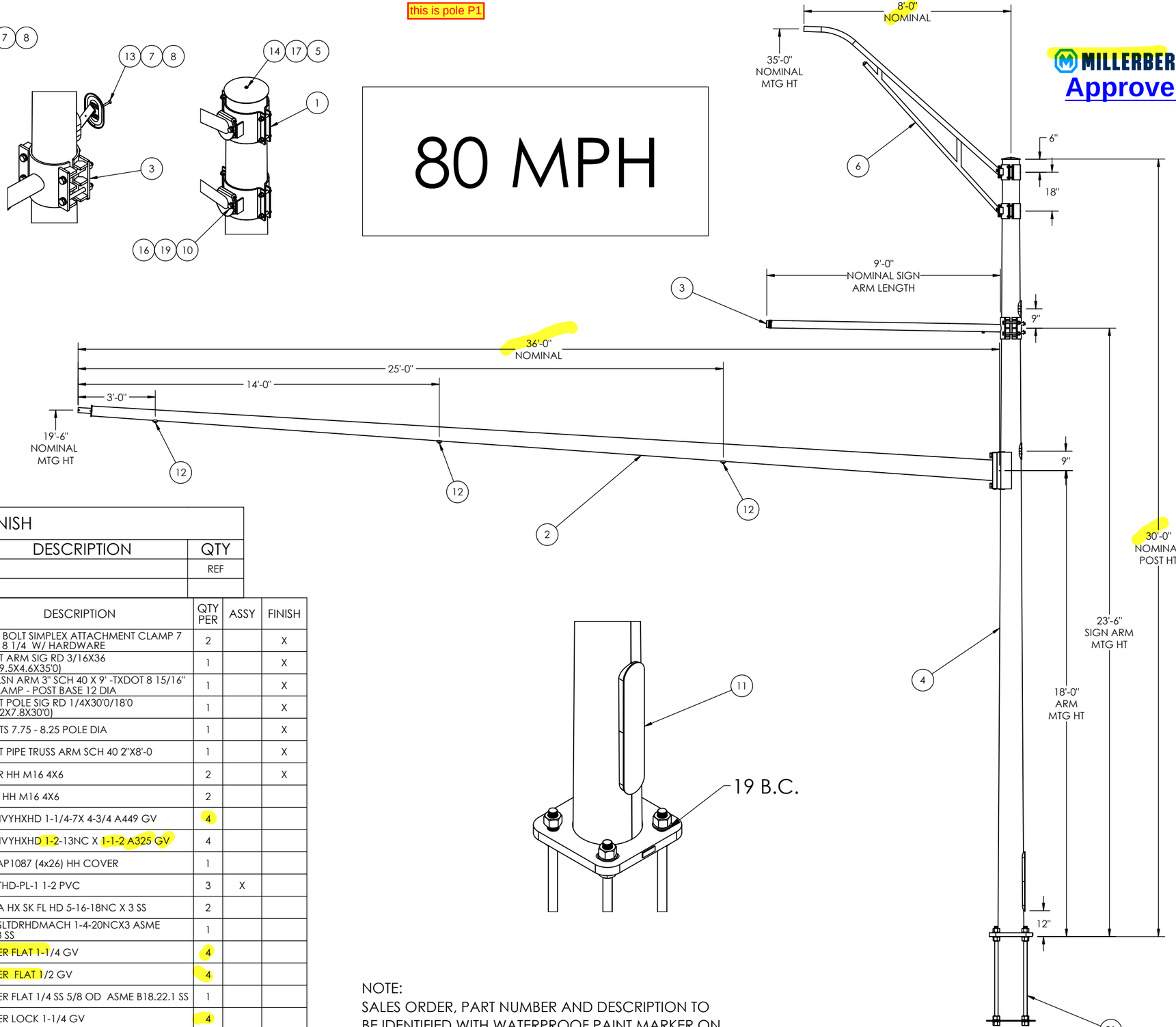
If the submmittal has been rejected, do you need to create a revision? Yes ☐ No ☐ **Revision number:**

Notes:

this is pole P1



80 MPH



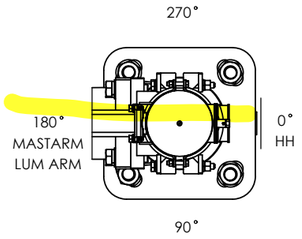
FINISH		
PAINT PART #	DESCRIPTION	QTY
		REF

ITEM NO.	PART NUMBER	DESCRIPTION	QTY PER	ASSY	FINISH
1	1010676	ASSY 2 BOLT SIMPLEX ATTACHMENT CLAMP 7 1/4 TO 8 1/4 W/ HARDWARE	2		X
2	1037579	WLDMT ARM SIG RD 3/16X36 (3/16X9.5X4.6X35'0)	1		X
3	1041657	ASSY ILSN ARM 3" SCH 40 X 9' -TXDOT 8 15/16" DIA CLAMP - POST BASE 12 DIA	1		X
4	1042813	WLDMT POLE SIG RD 1/4X30'0/18'0 (1/4X12X7.8X30'0)	1		X
5	8800193-85	CAP FITS 7.75 - 8.25 POLE DIA	1		X
6	8800745	WLDMT PIPE TRUSS ARM SCH 40 2"X8'-0	1		X
7	9900029-GV	COVER HH M16 4X6	2		X
8	9900030	LATCH HH M16 4X6	2		
9	BOLTB1-1/4-7X4-3/4M	BOLT HVYHXHD 1-1/4-7X 4-3/4 A449 GV	4		
10	BOLTB1/2-13X1-1/2B	BOLT HVYHXHD 1-2-13NC X 1-1-2 A325 GV	4		
11	EL-50-AP1087 (4X26) HH COVER	EL-50-AP1087 (4x26) HH COVER	1		
12	PLUG-THD-PL-1-1/2	PLUG-THD-PL-1 1-2 PVC	3	X	
13	SCRWA5/16-18X3"SS	SCRWA HX SK FL HD 5-16-18NC X 3 SS	2		
14	SCRWN1/4-20X3"SS	SCRWSLTDRHDMACH 1-4-20NCX3 ASME B18.6.3 SS	1		
15	WASHFLAT1-1/4GV	WASHER FLAT 1-1/4 GV	4		
16	WASHFLAT1/2GV	WASHER FLAT 1/2 GV	4		
17	WASHFLAT1/4SS	WASHER FLAT 1/4 SS 5/8 OD ASME B18.22.1 SS	1		
18	WASHLOCK1-1/4GV	WASHER LOCK 1-1/4 GV	4		
19	WASHLOCK1/2GV	WASHER LOCK 1/2 GV	4		
20	EL-70-AP1082 HARDWARE KIT	EL-70-AP1082 HARDWARE KIT	1	NOT SHOWN	
21	460B608-1	ANCHOR BOLT CLUSTER 1 3/4 BOLTS ON 19" B.C.	1	REF ONLY	

NOTE:
SALES ORDER, PART NUMBER AND DESCRIPTION TO BE IDENTIFIED WITH WATERPROOF PAINT MARKER ON THE BOTTOM OF THE BASEPLATE OF ALL COMPONENTS TO BE SHIPPED.

REVISIONS			
REV.	DESCRIPTION	DATE	DRFT

MILLERBERND
Approved



MATERIAL SPECIFICATIONS

POST: ASTM A572 GR 50
BASE PLATE: ASTM A36
MAST ARM: ASTM A572 GR 50
MOUNTING PLATE: ASTM A36
LUMINAIRE ARM:
HARDWARE FINISH: ASTM A153
ANCHOR BOLTS: ASTM F 1554-51-GR 55 *SIZE:* 1 3/4

DESIGN CRITERIA

AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS ON HIGHWAY SIGNS, LUMINAIRES & TRAFFIC SIGNALS.

WINDS: MPH *VORTEX SHED:* N/A
FATIGUE CAT: N/A *GALLOPING:* N/A
NATURAL WIND GUST: N/A *TRUCK GUST:* N/A

WELD SPECIFICATION

THE POST AND MAST ARM TO BE A TAPERED TUBE FABRICATION WITH ONE SUBMERGED ARC LONGITUDINAL SEAM WELD WITH 100% PENETRATION 6" FROM BASE PLATE AND 60% FOR REMAINDER. GAS METAL ARC WELDING PROCESS WITH 60% PENETRATION MAY BE USED FOR REMAINDER OF WELDED FABRICATION.

WELD TESTING: 100% OF ALL WELDS VISUAL TESTED (VT), 100% OF ALL COMPLETE JOINT PENETRATION (CJP) WELDS ULTRASONIC TESTED (UT) BASED ON THE THINNEST MATING MATERIAL: (PER AASHTO 2013 5.15.5-WELD INSP) THICKNESS.
< 6MM (0.25 IN) MT
≥ 6MM (0.25 IN UT
A RANDOM 30% OF ALL FILLET WELDS AND PARTIAL JOINT PENETRATION (PJP) LONGITUDINAL SEAM WELDS MAGNETIC PARTICLE TESTED (MT).

FINISH SPECIFICATION

GALV. OR PRIME COAT: HOT DIP GALV PER ASTM A123
FINISH COAT:
COLOR:
FEDERAL OR RAL SPEC.:
WEIGHT W/GALV.: 2048
WEIGHT W/GALV.&PAINT: 2129.92
WEIGHT W/PAINT:
SURFACE AREA: 54804.1
GAL. OF PAINT: 2.10785

MILLERBERND 622 6TH ST. SO.
WINSTED, MN 55395

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SALES ORDER NO.:	QTY:	STATE:	SHEET
217179	1	TX	1 OF 1

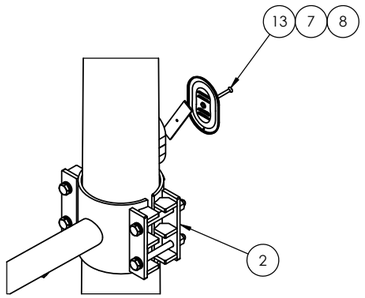
DESCRIPTION:
SHIP POLE SIG RD 3/16X30'0/18'0
SMA 36LS-80

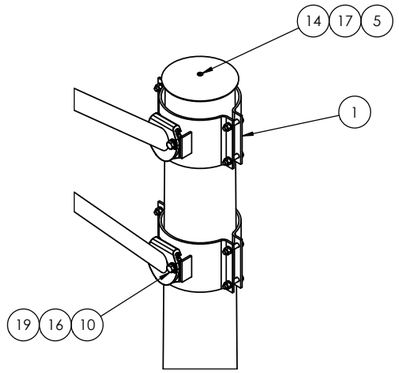
EST. WEIGHT:	DRAWING NO:
2048.0	TXAB-SM-36A3-T0809

PROJECT NAME:
PO#: 3269-AD-919513D

PROJECT LOCATION:
TEXAS

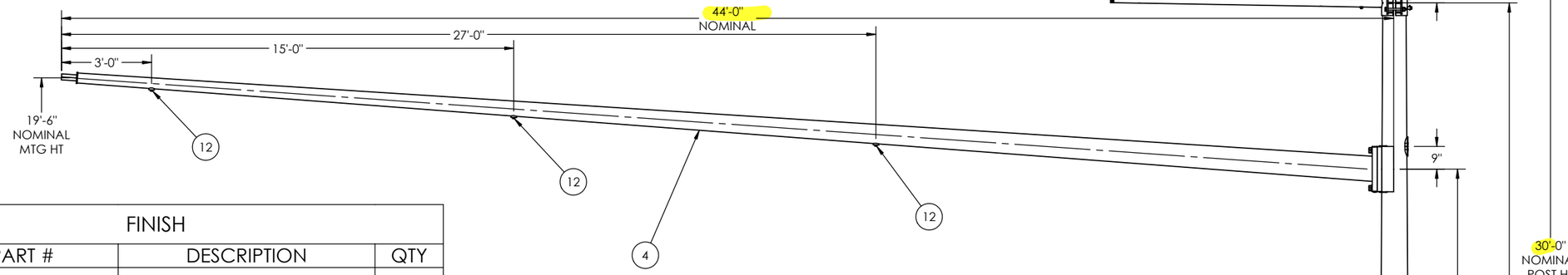
DWN BY: ANDY S	DATE: 10-19-2020
CHK BY:	DATE:

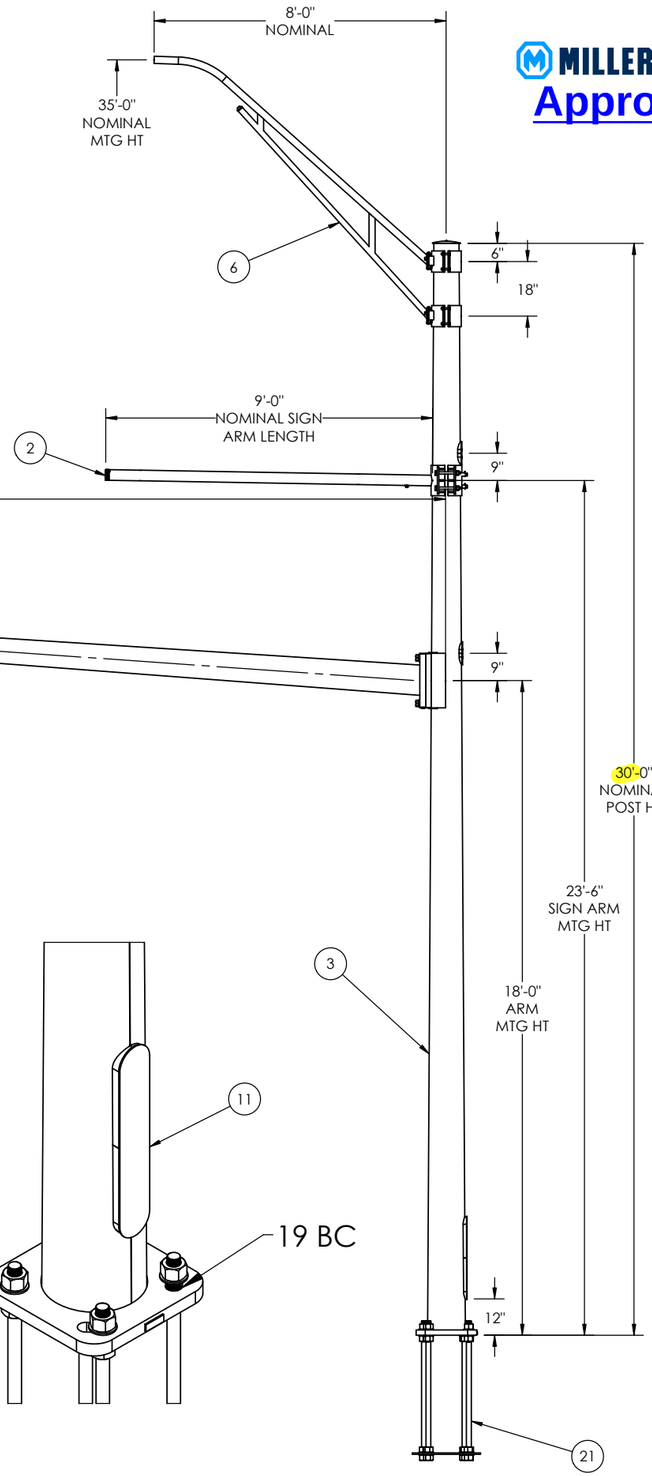


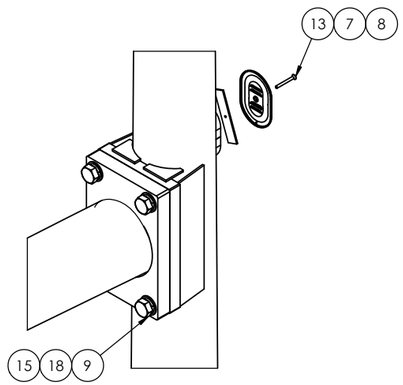


this is pole P3

80 MPH







FINISH

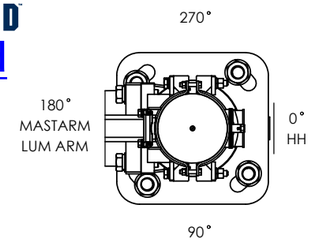
PAINT PART #	DESCRIPTION	QTY
		REF

ITEM NO.	PART NUMBER	DESCRIPTION	QTY PER	ASSY	FINISH
1	1009012	ASSY CLAMP 2 BS TX DOT 8 1/4 TO 9 1/4 DIA W/ HARDWARE	2		X
2	1041142	ASSY ILSN ARM 3" SCH 40 X 9' -TXDOT 9 7/16" DIA CLAMP - POST BASE 12 1/2 DIA	1		X
3	1041473	WLDMT POLE SIG RD 1/4X30'0/18'0 (1/4X12.5X8.3X30'0)	1		X
4	1041472	WLDMT ARM SIG RD 1/4X44'0 (1/4X10X3.98X43'0)	1		X
5	8800193-9	CAP FITS 8.25 - 8.75 POLE DIA	1		X
6	8800745	WLDMT PIPE TRUSS ARM SCH 40 2"X8'-0	1		X
7	9900029-GV	COVER HH M16 4X6	2		X
8	9900030	LATCH HH M16 4X6	2		
9	BOLTB1-1/4-7X4-3/4M	BOLT HVYHXHD 1-1/4-7X 4-3/4 A449 GV	4		
10	BOLTB1/2-13X1-1/2B	BOLT HVYHXHD 1-2-13NC X 1-1-2 A325 GV	4		
11	EL-50-AP1087 (4X26) HH COVER	EL-50-AP1087 (4x26) HH COVER	1		
12	PLUG-THD-PL-1-1/2	PLUG-THD-PL-1 1-2 PVC	3	X	
13	SCRWA5/16-18X3"SS	SCRWA HX SK FL HD 5-16-18NC X 3 SS	2		
14	SCRWN1/4-20X3"SS	SCRWSLTDRHDMACH 1-4-20NCX3 ASME B18.6.3 SS	1		
15	WASHFLAT1-1/4GV	WASHER FLAT 1-1/4 GV	4		
16	WASHFLAT1/2GV	WASHER FLAT 1/2 GV	4		
17	WASHFLAT1/4SS	WASHER FLAT 1/4 SS 5/8 OD ASME B18.22.1 SS	1		
18	WASHLOCK1-1/4GV	WASHER LOCK 1-1/4 GV	4		
19	WASHLOCK1/2GV	WASHER LOCK 1/2 GV	4		
20	EL-70-AP1082 HARDWARE KIT	EL-70-AP1082 HARDWARE KIT	1	NOT SHOWN	
21	460B608-1	ANCHOR BOLT CLUSTER 1 3/4 BOLTS ON 19" B.C.	1	REF ONLY	

NOTE:
SALES ORDER, PART NUMBER AND DESCRIPTION TO BE IDENTIFIED WITH WATERPROOF PAINT MARKER ON THE BOTTOM OF THE BASEPLATE OF ALL COMPONENTS TO BE SHIPPED.

REVISIONS			
REV.	DESCRIPTION	DATE	DRFT

MILLERBERND Approved



MATERIAL SPECIFICATIONS

POST: ASTM A572 GR 50
BASE PLATE: ASTM A36
MAST ARM: ASTM A572 GR 50
MOUNTING PLATE: ASTM A36
LUMINAIRE ARM: A500 GR B
HARDWARE FINISH: ASTM A153
ANCHOR BOLTS: ASTM F 1554-51-GR 55 *SIZE:* *1 3/4*

DESIGN CRITERIA

AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS ON HIGHWAY SIGNS, LUMINAIRES & TRAFFIC SIGNALS.

WINDS: *MPH* *VORTEX SHED:* N/A
FATIGUE CAT: N/A *GALLOPING:* N/A
NATURAL WIND GUST: N/A *TRUCK GUST:* N/A

WELD SPECIFICATION

THE POST AND MAST ARM TO BE A TAPERED TUBE FABRICATION WITH ONE SUBMERGED ARC LONGITUDINAL SEAM WELD WITH 100% PENETRATION 6" FROM BASE PLATE AND 60% FOR REMAINDER. GAS METAL ARC WELDING PROCESS WITH 60% PENETRATION MAY BE USED FOR REMAINDER OF WELDED FABRICATION.

WELD TESTING: 100% OF ALL WELDS VISUAL TESTED (VT), 100% OF ALL COMPLETE JOINT PENETRATION (CJP) WELDS ULTRASONIC TESTED (UT) BASED ON THE THINNEST MATING MATERIAL: (PER AASHTO 2013 5.15.5-WELD INSP) THICKNESS.
< 6MM (0.25 IN) MT
≥ 6MM (0.25 IN UT
A RANDOM 30% OF ALL FILLET WELDS AND PARTIAL JOINT PENETRATION (PJP) LONGITUDINAL SEAM WELDS MAGNETIC PARTICLE TESTED (MT).

FINISH SPECIFICATION

GALV. OR PRIME COAT: HOT DIP GALV PER ASTM A123
FINISH COAT:
COLOR:
FEDERAL OR RAL SPEC.:
WEIGHT W/GALV.: 2361.4
WEIGHT W/GALV.&PAINT: 2455.86
WEIGHT W/PAINT:
SURFACE AREA: 59088.5
GAL. OF PAINT: 2.27263

MILLERBERND 622 6TH ST. SO. WINSTED, MN 55395

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SALES ORDER NO.:	QTY:	STATE:	SHEET
217179	1	TX	1 OF 1

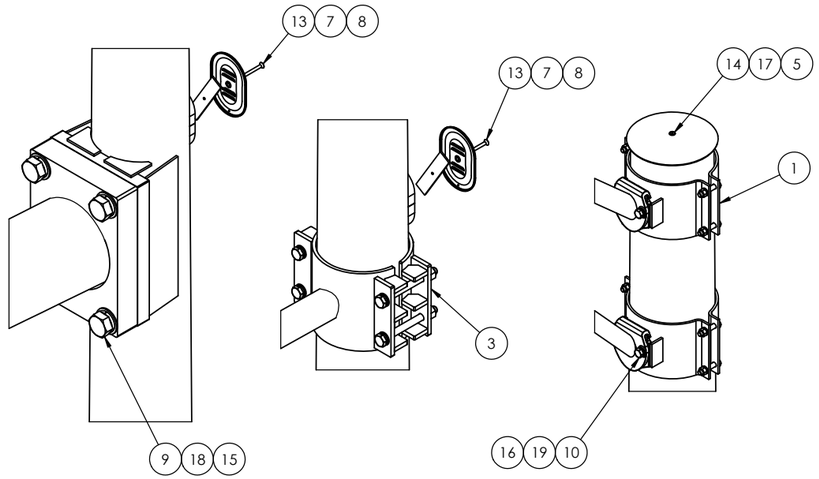
DESCRIPTION:
SHIP POLE SIG RD 1/4X30'0/18'0
SMA 44LS-80

EST. WEIGHT:	DRAWING NO:
2361.4	TXAB-SM-44A3-T0809

PROJECT NAME:
PO#: 3269-AD-919513D

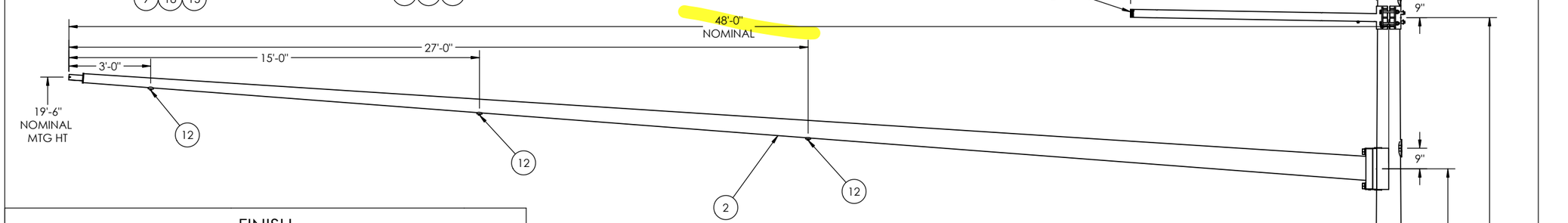
PROJECT LOCATION:
TEXAS

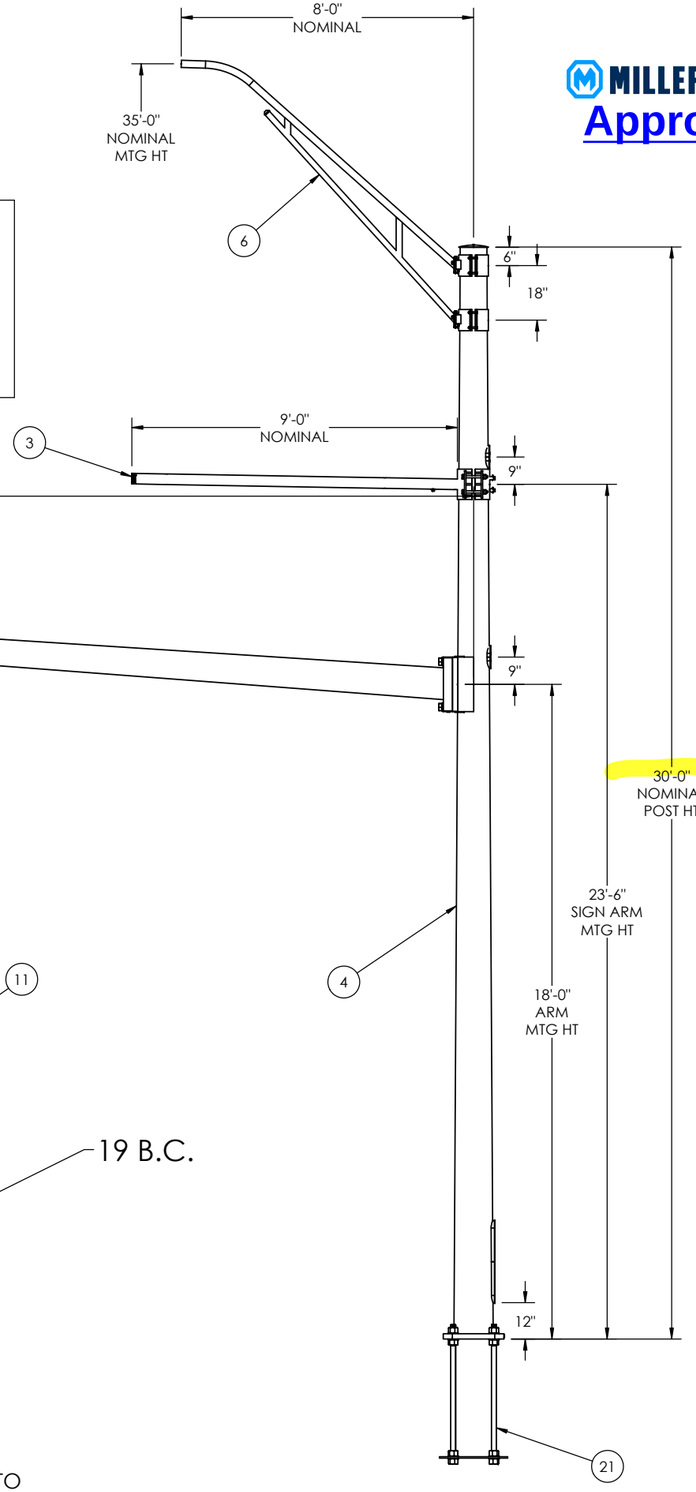
DWN BY: ANDY S	DATE: 10-22-2020
CHK BY:	DATE:

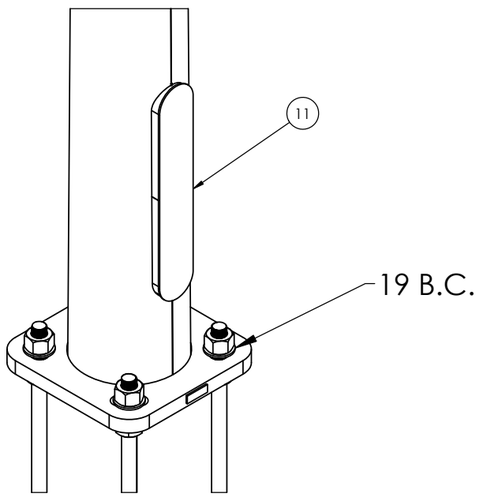


this is pole P2 and P4

80 MPH







NOTE:
SALES ORDER, PART NUMBER AND DESCRIPTION TO BE IDENTIFIED WITH WATERPROOF PAINT MARKER ON THE BOTTOM OF THE BASEPLATE OF ALL COMPONENTS TO BE SHIPPED.

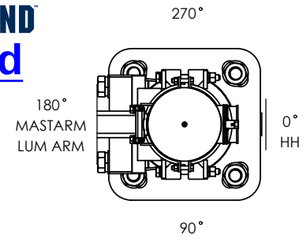
FINISH

PAINT PART #	DESCRIPTION	QTY
		REF

ITEM NO.	PART NUMBER	DESCRIPTION	QTY PER	ASSY	FINISH
1	1009012	ASSY CLAMP 2 BS TX DOT 8 1/4 TO 9 1/4 DIA W/ HARDWARE	2		X
2	1038024	WLDMT ARM SIG RD 1/4X48'0 (1/4X10.5X3.92X47'0)	1		X
3	1041475	ASSY ILSN ARM 3" SCH 40 X 9' -TXDOT 9 15/16" DIA CLAMP - POST BASE 13 DIA	1		X
4	1041489	WLDMT POLE SIG RD 1/4X30'0/18'0 (1/4X13X8.8X30'0)	1		X
5	8800193-95	CAP FITS 8.75 - 9.25 POLE DIA	1		X
6	8800745	WLDMT PIPE TRUSS ARM SCH 40 2"X8'-0	1		X
7	9900029-GV	COVER HH M16 4X6	2		X
8	9900030	LATCH HH M16 4X6	2		
9	BOLTB1-1/2-6X5-3/4B	BOLT HVYHXHD 1-1-2-6 X 5-3-4 A325GV	4		
10	BOLTB1/2-13X1-1/2B	BOLT HVYHXHD 1-2-13NC X 1-1-2 A325 GV	4		
11	EL-50-AP1087 (4X26) HH COVER	EL-50-AP1087 (4x26) HH COVER	1		
12	PLUG-THD-PL-1-1/2	PLUG-THD-PL-1 1-2 PVC	3	X	
13	SCRWA5/16-18X3"SS	SCRWA HX SK FL HD 5-16-18NC X 3 SS	2		
14	SCRWN1/4-20X3"SS	SCRWSLTDRHDMACH 1-4-20NCX3 ASME B18.6.3 SS	1		
15	WASHFLAT1-1/2GV	WASHER FLAT 1-1/2 SAE ASTM F436 GV	4		
16	WASHFLAT1/2GV	WASHER FLAT 1/2 GV	4		
17	WASHFLAT1/4SS	WASHER FLAT 1/4 SS 5/8 OD ASME B18.22.1 SS	1		
18	WASHLOCK1-1/2GV	WASHER LOCK 1-1/2 ASTM F436 GV	4		
19	WASHLOCK1/2GV	WASHER LOCK 1/2 GV	4		
20	EL-70-AP1082 HARDWARE KIT	EL-70-AP1082 HARDWARE KIT	1	NOT SHOWN	
21	460B608-1	ANCHOR BOLT CLUSTER 1 3/4 BOLTS ON 19" B.C.	1	REF ONLY	

REVISIONS			
REV.	DESCRIPTION	DATE	DRFT

MILLERBERND
Approved



MATERIAL SPECIFICATIONS

POST: ASTM A572 GR 50
BASE PLATE: ASTM A36
MAST ARM: ASTM A572 GR 50
MOUNTING PLATE: ASTM A36
LUMINAIRE ARM: A500 GR B
HARDWARE FINISH: ASTM A153
ANCHOR BOLTS: ASTM F 1554-51-GR 55 *SIZE: 1 3/4*

DESIGN CRITERIA

AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS ON HIGHWAY SIGNS, LUMINAIRES & TRAFFIC SIGNALS.

WINDS: MPH *VORTEX SHED:* N/A
FATIGUE CAT: N/A *GALLOPING:* N/A
NATURAL WIND GUST: N/A *TRUCK GUST:* N/A

WELD SPECIFICATION

THE POST AND MAST ARM TO BE A TAPERED TUBE FABRICATION WITH ONE SUBMERGED ARC LONGITUDINAL SEAM WELD WITH 100% PENETRATION 6" FROM BASE PLATE AND 60% FOR REMAINDER. GAS METAL ARC WELDING PROCESS WITH 60% PENETRATION MAY BE USED FOR REMAINDER OF WELDED FABRICATION.

WELD TESTING: 100% OF ALL WELDS VISUAL TESTED (VT), 100% OF ALL COMPLETE JOINT PENETRATION (CJP) WELDS ULTRASONIC TESTED (UT) BASED ON THE THINNEST MATING MATERIAL: (PER AASHTO 2013 5.15.5-WELD INSP) THICKNESS.
< 6MM (0.25 IN) MT
≥ 6MM (0.25 IN UT
A RANDOM 30% OF ALL FILLET WELDS AND PARTIAL JOINT PENETRATION (PJP) LONGITUDINAL SEAM WELDS MAGNETIC PARTICLE TESTED (MT).

FINISH SPECIFICATION

GALV. OR PRIME COAT: HOT DIP GALV PER ASTM A123
FINISH COAT:
COLOR:
FEDERAL OR RAL SPEC.:
WEIGHT W/GALV.: 2558
WEIGHT W/GALV.&PAINT: 2660.32
WEIGHT W/PAINT:
SURFACE AREA: 63404.1
GAL. OF PAINT: 2.43862

MILLERBERND
622 6TH ST. SO.
WINSTED, MN 55395

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SALES ORDER NO.:	QTY:	STATE:	SHEET
217179	2	TX	1 OF 1

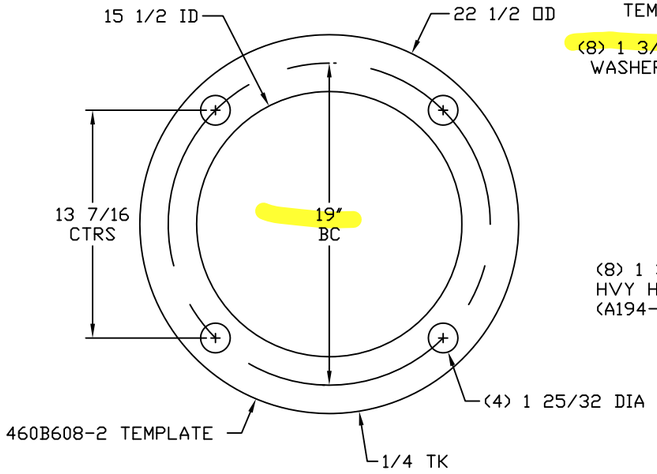
DESCRIPTION:
SHIP POLE SIG RD 1/4X30'0/18'0
SMA 48LS-80

EST. WEIGHT:	DRAWING NO:
2558.0	TXAB-SM-48A3-T0809

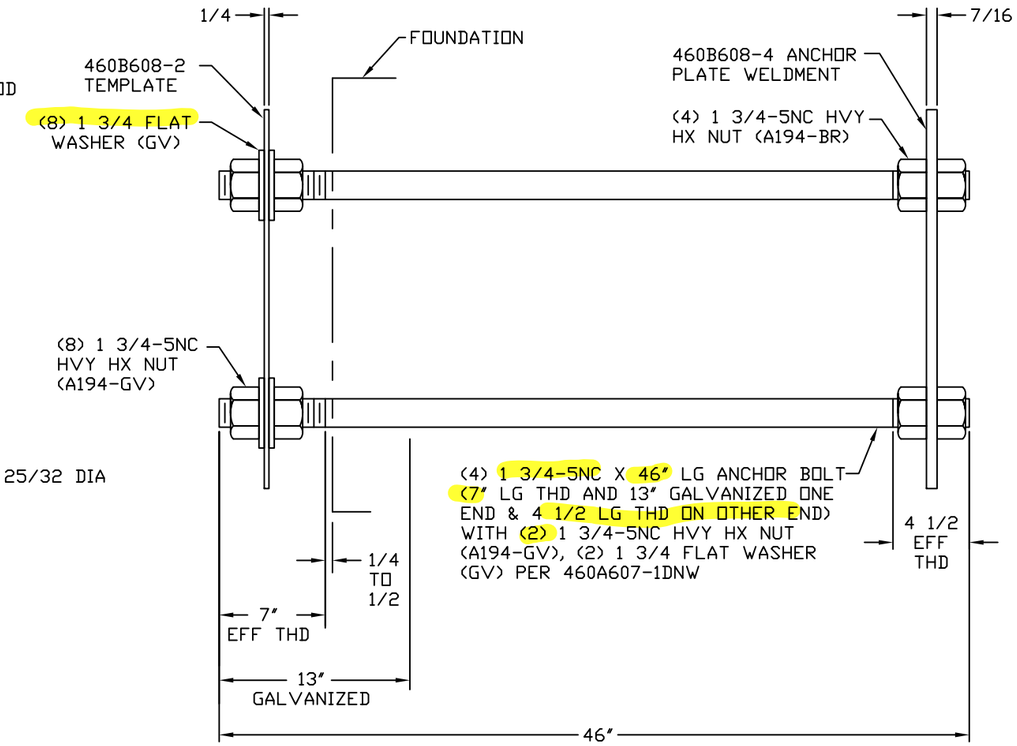
PROJECT NAME:
PO#: 3269-AD-919513D

PROJECT LOCATION:
TEXAS

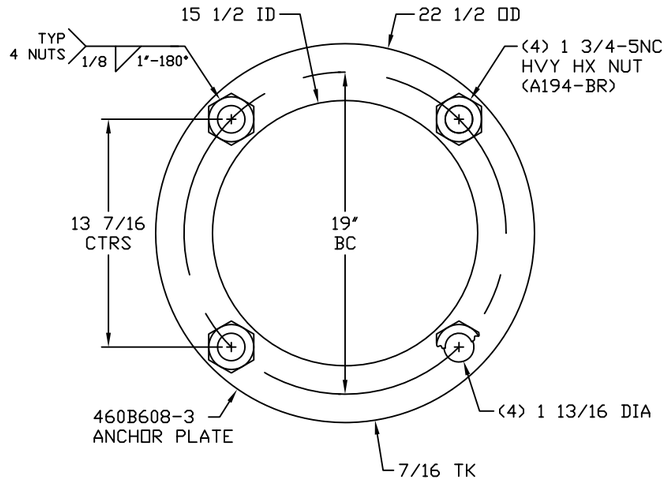
DWN BY: ANDY S	DATE: 10-22-2020
CHK BY:	DATE:



-DETAIL 460B608-2 TEMPLATE-



-DETAIL 460B608-1 ANCHOR BOLT CLUSTER-



-DETAIL 460B608-3 ANCHOR PLATE & 460B608-4 ANCHOR PLATE WELDMENT-

NOTE:

1. MILD STEEL ANCHOR BOLT PER ASTM F1554-S1 GRADE 55 20% MIN ELONGATION
2. HOT DIP GALVANIZE PER ASTM A153.
3. THREAD TO BE CLASS 2A PER AMERICAN STD. B 1.1, .030 OVER SIZE AFTER GALVANIZING
4. ALL BOLTS ROLLED THREAD
5. BARE HEAVY HEX NUTS PER ASTM A194 GR 2H (A194-BR)
6. GALVANIZED HEAVY HEX NUTS PER ASTM A194 GR 2H (A194GV GALVANIZED NUTS .030 OVER SIZE)
7. GALVANIZED FLAT WASHER PER ASTM F436
8. TEMPLATE & ANCHOR PLATE MATERIAL TO BE CARBON STEEL WITH 36,000 PSI MIN YIELD PER ASTM A36.
9. TEMPLATE & ANCHOR PLATE TO BE FURNISHED IN BARE, UNFINISHED CONDITION.
10. ANCHOR BOLT CLUSTER SHIPPED WITH TEMPLATE & ANCHOR PLATE REMOVED

MMC SO# 217179 /
PO#: 3269-AD-919513D

460B608-1	4	ANCHOR BOLT CLUSTER 1 3/4
PART NUMBER	QTY	DESCRIPTION

DWN: DOUG F.	ANCHOR BOLT CLUSTER 1 3/4 X 46"-MK36A	
DATE: 3-13-12	ASTM F1554 GR55 MATERIAL (TX/DOT-2012)	
CHK: FLOYD F.	Millerbernd MANUFACTURING CO. WINSTED, MN	460B608
SCALE: NTS		

GERARD FALGUERA MAYORAL <gfalguera@elecnor.es>

Re: Elecnor Belco JB#150020 Electrical/Pole Quote

TOMMY PUREFOY <tpurefoy@elecnor.com> Mon, Jun 23, 2025 at 9:59 AM
Reply-To: tpurefoy@elecnor.com
To: Abbie A D'alesandro <abbie.dalesandro@wildcatelectric.com>
Cc: "gfalguera@elecnor.com" <gfalguera@elecnor.com>, Pamela R Easterling <pam.easterling@wildcatelectric.com>

While we wait for the response to the GB question.

We can go ahead and order the **poles.**

Please use **PO# 45423** to process the **pole** order.

Thank you,

Tommy Purefoy

Project Engineer

Elecnor Belco Electric, Inc.

4766 Texas Hwy 123 Suite 600, San Marcos, TX 78666

Phone: (737)-266-3382

On Mon, Jun 23, 2025 at 8:53 AM TOMMY PUREFOY <tpurefoy@elecnor.com> wrote:

> I'll ask them for clarification. I will send you their response.
>
> Tommy Purefoy
>
> Project Engineer
>
> **Elecnor Belco Electric, Inc.**
>
> 4766 Texas Hwy 123 Suite 600, San Marcos, TX 78666
>
> Phone: (737)-266-3382
>
> On Mon, Jun 23, 2025 at 8:28 AM Abbie A D'alesandro <abbie.dalesandro@wildcatelectric.com> wrote:

My apologies, I missed the type D issue. What is the issue with the type D? There isn't a type D on the txdot approved list that is 16x29x22. Spec calls for it but the actual approval is for a 17x30x24. Dimensions have read like that for years. Same thing for the type A.

So there is nothing else I can provide other than the ground boxes that are on the QPL.

I hope this helps.

abbie

From: TOMMY PUREFOY <tpurefoy@elecnor.com>
Sent: Monday, June 23, 2025 7:16 AM
To: Abbie A D'alesandro <abbie.dalesandro@wildcatelectric.com>
Cc: gfalguera@elecnor.com; Pamela R Easterling <pam.easterling@wildcatelectric.com>
Subject: Re: Elecnor Belco JB#150020 Electrical/Pole Quote

EXTERNAL EMAIL

Please also let us know if you can provide the appropriate size Type D GB.

Thank you,

Tommy Purefoy

Project Engineer

Elecnor Belco Electric, Inc.

4766 Texas Hwy 123 Suite 600, San Marcos, TX 78666

Phone: (737)-266-3382

On Mon, Jun 23, 2025 at 7:12 AM TOMMY PUREFOY <tpurefoy@elecnor.com> wrote:

> Thank you, I will submit this and see what they say.
>
> Tommy Purefoy
>
> Project Engineer

Elecnor Belco Electric, Inc.

4766 Texas Hwy 123 Suite 600, San Marcos, TX 78666

Phone: (737)-266-3382

On Mon, Jun 23, 2025 at 7:10 AM Abbie A D'alesandro <abbie.dalesandro@wildcatelectric.com> wrote:

> Good morning,
>
> My apologies. We sell both depending on job so my mistake. Please see attached and let me know if this works for you.
>
> Thank you,
>
> Abbie
>
> ---
>
> **From:** TOMMY PUREFOY <tpurefoy@elecnor.com>
> **Sent:** Monday, June 23, 2025 7:01 AM
> **To:** Abbie A D'alesandro <abbie.dalesandro@wildcatelectric.com>
> **Cc:** gfalguera@elecnor.com; Pamela R Easterling <pam.easterling@wildcatelectric.com>
> **Subject:** Re: Elecnor Belco JB#150020 Electrical/Pole Quote
>
> **EXTERNAL EMAIL**
>
> Good Morning, Abbie,
>
> We received the review for the conduit submittal.
>
> I have attached the file that contains the comments. Could you please send us an updated version to fit these revisions?
>
> Thank you,
>
> Tommy Purefoy
>
> Project Engineer

Elecnor Belco Electric, Inc.

4766 Texas Hwy 123 Suite 600, San Marcos, TX 78666

Phone: (737)-266-3382

On Wed, Jun 18, 2025 at 12:44 PM Abbie A D'alesandro <abbie.dalesandro@wildcatelectric.com> wrote:

> You bet!
>
> ---
>
> **From:** GERARD FALGUERA MAYORAL <gfalguera@elecnor.com>
> **Sent:** Wednesday, June 18, 2025 12:41 PM
> **To:** Abbie A D'alesandro <abbie.dalesandro@wildcatelectric.com>
> **Cc:** tpurefoy@elecnor.com; Pamela R Easterling <pam.easterling@wildcatelectric.com>
> **Subject:** Re: Elecnor Belco JB#150020 Electrical/Pole Quote
>
> **EXTERNAL EMAIL**
>
> Thank you so much Abbie!
>
> **Gerard Falguera**
> Project Manager
>
>
>
> **Elecnor Belco Electric, Inc.**
>
> 4766 TX-123 Suite 600,
> San Marcos, TX 78666
>
> Cell (737) 497-1594
>
> www.elecnor.com
>
> www.elecnorbelco.com
>
> On Wed, Jun 18, 2025 at 12:39 PM Abbie A D'alesandro <abbie.dalesandro@wildcatelectric.com> wrote:
>
> > His ears must have been burning 😊
> >
> > Please see attached. If you have any questions just let me know.

Abbie

From: GERARD FALGUERA MAYORAL <gfalguera@elecnor.com>
Sent: Wednesday, June 18, 2025 12:32 PM
To: Abbie A D'alesandro <abbie.dalesandro@wildcatelectric.com>
Cc: tpurefoy@elecnor.com; Pamela R Easterling <pam.easterling@wildcatelectric.com>
Subject: Re: Elecnor Belco JB#150020 Electrical/Pole Quote

EXTERNAL EMAIL

Thank you so much Abbie!

Gerard Falguera
Project Manager

Elecnor Belco Electric, Inc.

4766 TX-123 Suite 600,
San Marcos, TX 78666

Cell (737) 497-1594

www.elecnor.com

www.elecnorbelco.com

On Wed, Jun 18, 2025 at 12:31 PM Abbie A D'alesandro <abbie.dalesandro@wildcatelectric.com> wrote:

> Good afternoon,
>
> I put a call into him about 30 minutes ago. He was at lunch. I am going to keep calling him and will advise shortly.
>
> Sorry.
>
> Abbie
>
> ---
>
> **From:** GERARD FALGUERA MAYORAL <gfalguera@elecnor.com>
> **Sent:** Wednesday, June 18, 2025 12:29 PM
> **To:** Abbie A D'alesandro <abbie.dalesandro@wildcatelectric.com>
> **Cc:** tpurefoy@elecnor.com; Pamela R Easterling <pam.easterling@wildcatelectric.com>
> **Subject:** Re: Elecnor Belco JB#150020 Electrical/Pole Quote

EXTERNAL EMAIL

Hi Abbie,

Any news on the submittals?

Thank you!

Gerard Falguera
Project Manager

Elecnor Belco Electric, Inc.

4766 TX-123 Suite 600,
San Marcos, TX 78666

Cell (737) 497-1594

www.elecnor.com

www.elecnorbelco.com

On Tue, Jun 17, 2025 at 11:40 AM Abbie A D'alesandro <abbie.dalesandro@wildcatelectric.com> wrote:

> No worries, I work better that way! Seriously you can get with me all day long.
>
> ---
>
> **From:** GERARD FALGUERA MAYORAL <gfalguera@elecnor.com>
> **Sent:** Tuesday, June 17, 2025 11:39 AM
> **To:** Abbie A D'alesandro <abbie.dalesandro@wildcatelectric.com>
> **Cc:** tpurefoy@elecnor.com; Pamela R Easterling <pam.easterling@wildcatelectric.com>
> **Subject:** Re: Elecnor Belco JB#150020 Electrical/Pole Quote
>
> EXTERNAL EMAIL
>
> Thank you so much, and sorry for the pressure.
>
> **Gerard Falguera**
> Project Manager

Elecnor Belco Electric, Inc.

4766 TX-123 Suite 600,
San Marcos, TX 78666

Cell (737) 497-1594

www.elecnor.com

www.elecnorbelco.com

On Tue, Jun 17, 2025 at 11:36 AM Abbie A D'alesandro <abbie.dalesandro@wildcatelectric.com> wrote:

> Ok, they are thinking they will have them to me end of day today or first thing in the morning.
>
> Ill send them over as soon as we have them..
>
> Thank you for your patience.
>
> Abbie

From: GERARD FALGUERA MAYORAL <gfalguera@elecnor.com>
Sent: Tuesday, June 17, 2025 10:36 AM
To: Abbie A D'alesandro <abbie.dalesandro@wildcatelectric.com>
Cc: tpurefoy@elecnor.com; Pamela K Smith <pam@cedshreveport.com>
Subject: Re: Elecnor Belco JB#150020 Electrical/Pole Quote

EXTERNAL EMAIL

Thank you!

Gerard Falguera
Project Manager

Elecnor Belco Electric, Inc.

4766 TX-123 Suite 600,
San Marcos, TX 78666

Cell (737) 497-1594

www.elecnor.com

www.elecnorbelco.com

On Tue, Jun 17, 2025 at 9:10 AM Abbie A D'alesandro <abbie.dalesandro@wildcatelectric.com> wrote:

> Yes sir, were on it.
>
> Abbie D'Alesandro
>
> -------- Original message --------
>
> From: GERARD FALGUERA MAYORAL <gfalguera@elecnor.com>
>
> Date: 6/17/25 9:07 AM (GMT-06:00)
>
> To: Abbie A D'alesandro <abbie.dalesandro@wildcatelectric.com>
>
> Cc: tpurefoy@elecnor.com, Pamela K Smith <pam@cedshreveport.com>
>
> Subject: Re: Elecnor Belco JB#150020 Electrical/Pole Quote
>
> **EXTERNAL EMAIL**
>
> Thank you, Abbie,
>
> We requested them two weeks ago, and the client is putting a lot of pressure on us. We would really appreciate any updates you can provide.
>
> Thank you!
>
> **Gerard Falguera**
> Project Manager
>
> **Elecnor Belco Electric, Inc.**
>
> 4766 TX-123 Suite 600,
> San Marcos, TX 78666
>
> Cell (737) 497-1594
>
> www.elecnor.com
>
> www.elecnorbelco.com
>
> On Tue, Jun 17, 2025 at 9:02 AM Abbie A D'alesandro <abbie.dalesandro@wildcatelectric.com> wrote:
>
> > Good morning,

We should receive the submittals with in the next week. It generally takes 2 weeks to get these.

Ill go ahead and follow up again just to see how we are looking and see if I can get a more firm date.

Will advise shortly.

Thank you,

Abbie

From: GERARD FALGUERA MAYORAL <gfalguera@elecnor.com>
Sent: Tuesday, June 17, 2025 8:57 AM
To: Abbie A D'alesandro <abbie.dalesandro@wildcatelectric.com>
Cc: tpurefoy@elecnor.com
Subject: Re: Elecnor Belco JB#150020 Electrical/Pole Quote

EXTERNAL EMAIL

Good morning Abbie,

The client is requesting an update, when can we expect to receive the submittals for these poles?

Please let us know as soon as possible so we can send those accordingly.

Thank you!

Gerard Falguera
Project Manager

Elecnor Belco Electric, Inc.

4766 TX-123 Suite 600,
San Marcos, TX 78666

Cell (737) 497-1594

www.elecnor.com

www.elecnorbelco.com

On Mon, Jun 16, 2025 at 3:03 PM Abbie A D'alesandro <abbie.dalesandro@wildcatelectric.com> wrote:

> I can dig. This should be enough.

Thank you!

Abbie D'Alesandro

-------- Original message --------

From: TOMMY PUREFOY <tpurefoy@elecnor.com>

Date: 6/16/25 3:02 PM (GMT-06:00)

To: Abbie A D'alesandro <abbie.dalesandro@wildcatelectric.com>

Cc: gfalguera@elecnor.com

Subject: Re: Elecnor Belco JB#150020 Electrical/Pole Quote

EXTERNAL EMAIL

Good afternoon, Abbie,

I have attached the plans. We will look into this and get back to you ASAP.

Thank you,

Tommy Purefoy

Project Engineer

Elecnor Belco Electric, Inc.

4766 Texas Hwy 123 Suite 600, San Marcos, TX 78666

Phone: (737)-266-3382

On Mon, Jun 16, 2025 at 2:53 PM Abbie A D'alesandro <abbie.dalesandro@wildcatelectric.com> wrote:

> Good afternoon guys,

Please see below from factory. Can you shoot me the plans and answer the below?

“I don’t see any lum/isln lengths nor any coupling info?”

From: GERARD FALGUERA MAYORAL <gfalguera@elecnor.com>
Sent: Wednesday, June 11, 2025 8:20 AM
To: Abbie A D'alesandro <abbie.dalesandro@wildcatelectric.com>
Cc: tpurefoy@elecnor.com
Subject: Re: Elecnor Belco JB#150020 Electrical/Pole Quote

EXTERNAL EMAIL

Good morning Abbie,

What is the approximate ETA for this material? We need it to build an accurate schedule.

Thank you!

Gerard Falguera
Project Manager

Elecnor Belco Electric, Inc.

4766 TX-123 Suite 600,
San Marcos, TX 78666

Cell (737) 497-1594

www.elecnor.com

www.elecnorbelco.com

On Wed, Jun 11, 2025 at 8:04 AM Abbie A D'alesandro <abbie.dalesandro@wildcatelectric.com> wrote:

> Goodmorning,
>
> Ill follow up again, the pole submittal generally takes 2 weeks to get. Ill advise shortly. Calling the factory now.
>
> Thank you,

Abbie

From: TOMMY PUREFOY <tpurefoy@elecnor.com>
Sent: Tuesday, June 10, 2025 8:37 PM
To: Abbie A D'alesandro <abbie.dalesandro@wildcatelectric.com>
Cc: gfalguera@elecnor.com
Subject: Re: Elecnor Belco JB#150020 Electrical/Pole Quote

EXTERNAL EMAIL

Good evening Abbie,

I just wanted to check in on the progress the pole submittal due to (7) days passing.

Thank you,

Tommy Purefoy

Project Engineer

Elecnor Belco Electric, Inc.

4766 Texas Hwy 123 Suite 600, San Marcos, TX 78666

Phone: (737)-266-3382

On Wed, Jun 4, 2025 at 8:41 AM Abbie A D'alesandro < > wrote:

> You bet 😊
>
> ---
>
> **From:** TOMMY PUREFOY <tpurefoy@elecnor.com>
> **Sent:** Wednesday, June 4, 2025 8:28 AM
> **To:** Abbie A D'alesandro <abbie.dalesandro@wildcatelectric.com>
> **Cc:** gfalguera@elecnor.com
> **Subject:** Re: Elecnor Belco JB#150020 Electrical/Pole Quote

EXTERNAL EMAIL

Received, thank you.

Tommy Purefoy

Project Engineer

Elecnor Belco Electric, Inc.

4766 Texas Hwy 123 Suite 600, San Marcos, TX 78666

Phone: (737)-266-3382

On Wed, Jun 4, 2025 at 8:22 AM Abbie A D'alesandro <abbie.dalesandro@wildcatelectric.com> wrote:

> Good morning all,
>
> Please see attached on the submittals for the miscellaneous. Ill send pole submittals as soon as we get them.
>
> Have a great day and let me know if you need anything else.
>
> Abbie

From: TOMMY PUREFOY <tpurefoy@elecnor.com>
Sent: Tuesday, June 3, 2025 1:29 PM
To: Abbie A D'alesandro <abbie.dalesandro@wildcatelectric.com>
Cc: gfalguera@elecnor.com
Subject: Re: Elecnor Belco JB#150020 Electrical/Pole Quote

EXTERNAL EMAIL

Good Afternoon Abbie,

Could you please send over the submittals for both the conduit and poles?

Thank you,

Tommy Purefoy

Project Engineer

Elecnor Belco Electric, Inc.

4766 Texas Hwy 123 Suite 600, San Marcos, TX 78666

Phone: (737)-266-3382

On Thu, May 15, 2025 at 10:11 AM Abbie A D'alesandro <abbie.dalesandro@wildcatelectric.com> wrote:

> Good morning yall,
>
> Yes sir, this includes leds,pole and anchor bolts.
>
> Let me know if you need anything else.
>
> Abbie

From: GERARD FALGUERA MAYORAL <gfalguera@elecnor.com>
Sent: Thursday, May 15, 2025 10:04 AM
To: Abbie A D'alesandro <abbie.dalesandro@wildcatelectric.com>
Cc: tpurefoy@elecnor.com
Subject: Re: Elecnor Belco JB#150020 Electrical/Pole Quote

EXTERNAL EMAIL

My bad, I attached the plans twice.

Thank you!

On Thu, May 15, 2025 at 10:02 AM GERARD FALGUERA MAYORAL <gfalguera@elecnor.com> wrote:

> Good morning Abbie,
>
> I just wanted to double check that everything required for the poles is included in the quote. Are the luminaires included in this quote?
>
> Please find plans attached to check in case you need further information.

Thank you!

On Mon, Apr 7, 2025 at 3:54 PM Abbie A D'alesandro <abbie.dalesandro@wildcatelectric.com> wrote:

Plans.pdf**Error! Filename not specified.**

Good afternoon yall 😊

Please see attached.

Let me know if you need anything else.

Have a great day!

Abbie

From: TOMMY PUREFOY <tpurefoy@elecnor.com>
Sent: Monday, April 7, 2025 8:23 AM
To: Abbie A D'alesandro <abbie.dalesandro@wildcatelectric.com>
Cc: GERARD FALGUERA MAYORAL <gfalguera@elecnor.com>
Subject: Re: Elecnor Belco JB#150020 Electrical/Pole Quote

EXTERNAL EMAIL

Good morning Abbie,

Just wanted to check in and see how the pole quote is coming along.

Thank you,

Tommy Purefoy

Project Engineer

Elecnor Belco Electric, Inc.

4766 TX-123 Bldg 4, San Marcos, TX 78666

Phone: (737)-266-3382

On Thu, Apr 3, 2025 at 6:56 PM Abbie A D'alesandro <abbie.dalesandro@wildcatelectric.com> wrote:

> Good evening,
>
> I'll get the misc sent over first thing. My computer isn't letting me log on. It will come from a gentleman by the name of Nathan. As soon I get pole pricing back, I'll shoot it over.
>
> Thank you and have a good night.
>
> Abbie D'Alesandro
>
> -------- Original message --------
>
> From: TOMMY PUREFOY <tpurefoy@elecnor.com>
>
> Date: 4/3/25 4:24 PM (GMT-06:00)
>
> To: Abbie A D'alesandro <abbie.dalesandro@wildcatelectric.com>
>
> Cc: GERARD FALGUERA MAYORAL <gfalguera@elecnor.com>
>
> Subject: Re: Elecnor Belco JB#150020 Electrical/Pole Quote
>
> **EXTERNAL EMAIL**
>
> Forgot to copy Gerard.

Tommy Purefoy

Project Engineer

Elecnor Belco Electric, Inc.

4766 TX-123 Bldg 4, San Marcos, TX 78666

Phone: (737)-266-3382

On Thu, Apr 3, 2025 at 4:23 PM TOMMY PUREFOY <tpurefoy@elecnor.com> wrote:

> Hi Abbie,
>
> At your earliest convenience, could you please send us a quote for the listed items and quantities?
>
> If you have any questions feel free to contact me or Gerard.

CONDT (PVC) (SCH 40) (2")	123	LF
CONDT (PVC) (SCH 40) (2") (BORE)	13	LF
CONDT (PVC) (SCH 40) (3")	768	LF
CONDT (PVC) (SCH 40) (3") (BORE)	555	LF
ELEC CONDR (NO.8) BARE	744	LF
ELEC CONDR (NO.8) INSULATED	864	LF
ELEC CONDR (NO.6) INSULATED	22	LF
GROUND BOX TY A (122311)W/APRON	4	EA
GROUND BOX TY D (162922)W/APRON	1	EA
TRF SIG CBL (TY A) (14 AWG) (7 CONDR)	3,045	LF
TRF SIG PL AM(S)1ARM(36')LUM&ILSN	1	EA
TRF SIG PL AM(S)1ARM(44')LUM&ILSN	1	EA
TRF SIG PL AM(S)1ARM(48')LUM&ILSN	2	EA

> Thank you,
>
> Tommy Purefoy
>
> Project Engineer

Elecnor Belco Electric, Inc.

4766 TX-123 Bldg 4, San Marcos, TX 78666

Phone: (737)-266-3382

--

Gerard Falguera
Project Manager

Elecnor Belco Electric, Inc.

4766 TX-123 Suite 600,
San Marcos, TX 78666

Cell (737) 497-1594

www.elecnor.com

www.elecnorbelco.com

--

Gerard Falguera
Project Manager

Elecnor Belco Electric, Inc.

4766 TX-123 Suite 600,
San Marcos, TX 78666

Cell (737) 497-1594

www.elecnor.com

www.elecnorbelco.com

FW: CIP Innovation and Limmer Loop Traffic Light

1 message

Todd Meaker <Todd.Meaker@huttotx.gov> Wed, Oct 8, 2025 at 5:22 PM
To: "Alexander, Tara" <TAlexander@jmt.com>, "JAkhtar@jmt.com" <JAkhtar@jmt.com>, "gfalguera@elecnor.com" <gfalguera@elecnor.com>

-----Original Appointment-----
From: Ryan Reyes <Ryan.Reyes@HuttoTX.gov>
Sent: Monday, September 22, 2025 12:16 PM
To: Ryan Reyes; Todd Meaker; Patricia Davis; tpurefoy@elecnor.es; gfalguera@elecnor.com; Cude, Elliot; kfeldman@ariasinc.com; JBurnside@jmt.com
Cc: GERARD FALGUERA MAYORAL
Subject: CIP Innovation and Limmer Loop Traffic Light
When: Occurs the second Wednesday of every 1 month(s) effective 10/8/2025 until 3/10/2027 from 3:00 PM to 4:00 PM (UTC-06:00) Central Time (US & Canada).
Where: CR Upstairs West (US)

If you would like to attend the meeting in person, it will be held at city hall (500 W Live Oak) in the upstairs west conference room.

Thank you.

Microsoft Teams Need help?

Join the meeting now

Meeting ID: 237 518 499 417

Passcode: zz3fX93b

For organizers: Meeting options

invite.ics
6K

Innovation and Limmer Traffic Signal

GERARD FALGUERA MAYORAL <gfalguera@elecnor.com> Fri, Aug 8, 2025 at 8:38 AM
Reply-To: gfalguera@elecnor.com
To: Sydnee Best <Sydnee.Best@huttotx.gov>
Cc: "Cude, Elliot" <ECude@jmt.com>, "tpurefoy@elecnor.com" <tpurefoy@elecnor.com>, "bnelson@elecnor.com" <bnelson@elecnor.com>, "jwong@elecnor.es" <jwong@elecnor.es>, "andrew.aguirre@elecnor.com" <andrew.aguirre@elecnor.com>, "jnelson@elecnor.com" <jnelson@elecnor.com>, "ppardo@elecnor.com" <ppardo@elecnor.com>, "rantuna@elecnor.com" <rantuna@elecnor.com>, "rwilks@elecnor.com" <rwilks@elecnor.com>, Todd Meaker <Todd.Meaker@huttotx.gov>, Patricia Davis <Patricia.Davis@huttotx.gov>, Matt Rector <Matt.Rector@huttotx.gov>, Roxanne Flores <Roxanne.Flores@huttotx.gov>

Hi Sydnee,

Thank you very much for your email.

There are a couple of points we would like to address:

1. Based on the dates mentioned, and as stated in previous emails, the **estimated ship date for the poles is October 31, 2025**, which exceeds the original project completion date. For this reason, **we would like to request a time suspension**, as this delay directly affects the critical path of the project, and consequently, the projected completion date is **November 9, 2025**.

   Please let us know if we can submit this request through a formal letter or if a specific document is required.

2. We are currently experiencing some communication difficulties with the team on the City of Hutto's side. We would appreciate **the opportunity to establish a biweekly meeting** to regularly discuss the status of the project. This would help us stay aligned and proactively address any potential delays.

Thank you very much in advance.

Best regards,

Gerard Falguera
Project Manager

Elecnor Belco Electric, Inc.

4766 TX-123 Suite 600,
San Marcos, TX 78666

Cell (737) 497-1594

www.elecnor.com

www.elecnorbelco.com
[Quoted text hidden]

FW: CIP Innovation and Limmer Loop Traffic Light

1 message

Todd Meaker <Todd.Meaker@huttotx.gov> Wed, Oct 8, 2025 at 5:22 PM
To: "Alexander, Tara" <TAlexander@jmt.com>, "JAkhtar@jmt.com" <JAkhtar@jmt.com>, "gfalguera@elecnor.com" <gfalguera@elecnor.com>

-----Original Appointment-----
From: Ryan Reyes <Ryan.Reyes@HuttoTX.gov>
Sent: Monday, September 22, 2025 12:16 PM
To: Ryan Reyes; Todd Meaker; Patricia Davis; tpurefoy@elecnor.es; gfalguera@elecnor.com; Cude, Elliot; kfeldman@ariasinc.com; JBurnside@jmt.com
Cc: GERARD FALGUERA MAYORAL
Subject: CIP Innovation and Limmer Loop Traffic Light
When: Occurs the second Wednesday of every 1 month(s) effective 10/8/2025 until 3/10/2027 from 3:00 PM to 4:00 PM (UTC-06:00) Central Time (US & Canada).
Where: CR Upstairs West (US)

If you would like to attend the meeting in person, it will be held at city hall (500 W Live Oak) in the upstairs west conference room.

Thank you.

Microsoft Teams Need help?

Join the meeting now

Meeting ID: 237 518 499 417

Passcode: zz3fX93b

For organizers: Meeting options

invite.ics
6K

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10/13/2025

Elecnor Belco

Customer po# 45423

Job name Hutto

Millerbernd MMC 217179 PO 919513

To whom it may concern;

The factory has a final completion date of 10/31/25 for this order. Once your order ships you should have delivery no later than 11/4/25 or 11/5/25. During this time of year orders might slip 1-3 weeks. Factory is doing its best to get this order out as soon as possible. Once tracking is available we will get it sent over to you all.

Thank you,

Abbie D'Alesandro

October 20, 2025

City of San Antonio **Serial No. 15-0020-001**
Public Works Department
500 W. Live Oak Street,
Hutto, TX 78634

Attention: City of Hutto Team

Reference: **150020 – Traffic Signal Project Limmer Loop and Innovation Boulevard.**

Subject: Contract Days Extension Request

Dear City of Hutto Team:

We are writing to formally request a contract days extension for Project No. 150020 – *Traffic Signal Project at Limmer Loop and Innovation Boulevard - T13-202.*

As discussed in the previous project meeting, the Notice to Proceed (NTP) date was established as **June 4, 2025.** Based on the original contract duration of **150 calendar days**, the current contractual completion date is **November 1, 2025.**

During the pre-construction meeting, the potential **lead time for material procurement**, specifically the signal poles, was discussed, noting that delivery could take up to **24 weeks.** This was documented in the *Pre-Con Meeting Notes* **(attached and highlighted for referenc**e), where it was agreed that the project would proceed as much as possible while awaiting material delivery.

According to the manufacturer's updated confirmation (attached for reference), the **revised estimated delivery date is November 5, 2025**, which represents **159 days** from the preconstruction meeting date, or approximately **22.7 weeks**, consistent with the range **(24 weeks)** indicated during the pre-construction meeting.

As mentioned in the previous meeting, we previously submitted multiple **Time Suspension requests** due to the delay in pole delivery and the impact this would have on the project schedule. Therefore, we respectfully submit this **formal request for a 30-day contract time extension** to allow for the completion of all project work upon material arrival.

14320 Albers Way
Chino, CA 91710
(909) 993-5470 Office
(909) 993-5476 Fax
CA License 738518

We appreciate your attention to this matter and respectfully request confirmation of the time extension. Should you have any questions or concerns, please do not hesitate to contact me at (737) 497-1594 or via email: gfalguera@elecnor.com.

Sincerely,
Elecnor Belco Electric, Inc.

Gerard Falguera
Project Manager

14320 Albers Way
Chino, CA 91710
(909) 993-5470 Office
(909) 993-5476 Fax
CA License 738518

150020 -Innovation at Limmer Intersection - Change Order Days Request

7 messages

GERARD FALGUERA MAYORAL <gfalguera@elecnor.com> Mon, Oct 20, 2025 at 1:06 PM
Reply-To: gfalguera@elecnor.com
To: Patricia Davis <patricia.davis@huttotx.gov>, Elliot <ecude@jmt.com>, Todd Meaker <Todd.Meaker@huttotx.gov>, Matt Rector <Matt.Rector@huttotx.gov>, Ryan Reyes <Ryan.Reyes@huttotx.gov>, Sydnee.Best@huttotx.gov
Cc: TOMMY PUREFOY <tpurefoy@elecnor.com>, PAU OLIVER PARDO <ppardo@elecnor.com>, James Nelson <jnelson@elecnor.com>, ANDREW AGUIRRE <andrew.aguirre@elecnor.es>

Good afternoon,

As per our last meeting, please find attached the following pending items for your review:

1. Formal letter requesting additional contract days due to delays in material delivery
2. Letter from our vendor stating the updated delivery date
3. Pre-construction meeting notes, where it was agreed that **signal pole delays could take up to 24 weeks**
4. Previous Time Suspension request

Please note that, as highlighted in the attached letter, this potential delay was already discussed during the pre-construction meeting and documented in the notes. The manufacturer's updated confirmation now states an expected delivery date of **November 5, 2025**, which aligns with the **24-week timeframe discussed during the pre-construction meeting.**

Please let us know if any additional information is needed on our end.

We look forward to your response.

Thank you for your attention.

Gerard Falguera
Project Manager

Elecnor Belco Electric, Inc.

4766 TX-123 Suite 600,
San Marcos, TX 78666

Cell (737) 497-1594

www.elecnor.com

www.elecnorbelco.com

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4 attachments

15-0020 - 001.pdf
303K

ELECNOR BELCO PO 45423 MMC 217179 PO 919513.pdf
76K

2025_05_29_Pre_Construction_Meeting_Minutes_fic_Signals_T13_2024.docx
172K

Elecnor S.A. Mail - Innovation and Limmer Traffic Signal - Time Suspension Request.pdf
208K

Sydnee Best <Sydnee.Best@huttotx.gov> Mon, Oct 20, 2025 at 1:08 PM
To: "gfalguera@elecnor.com" <gfalguera@elecnor.com>

Thank you for your email. We have received your message and will reply within 3 business days.

If your matter is urgent and needs immediate assistance, please don't hesitate to contact us at 512-759-4933.

[Quoted text hidden]

This email has been scanned for spam and viruses by Proofpoint Essentials. Click here to report this email as spam.

Matt Rector <Matt.Rector@huttotx.gov> Mon, Oct 20, 2025 at 1:08 PM
To: "gfalguera@elecnor.com" <gfalguera@elecnor.com>

Thank you for your email. We have received your message and will reply within 3 business days.

If your matter is urgent and needs immediate assistance, please don't hesitate to contact us at 512-759-4933.

From: gfalguera@elecnor.com
Sent: 10/20/2025 6:08:11 PM +00:00

To: Matt.Rector@HuttoTX.gov
Subject: 150020 -Innovation at Limmer Intersection - Change Order Days Request
[Quoted text hidden]

[Quoted text hidden]

Patricia Davis <Patricia.Davis@huttotx.gov> Mon, Oct 20, 2025 at 1:08 PM
To: "gfalguera@elecnor.com" <gfalguera@elecnor.com>

Thank you for your email. We have received your message and will reply within 3 business days.

If your matter is urgent and needs immediate assistance, please don't hesitate to contact us at 512-759-4933.

From: gfalguera@elecnor.com
Sent: 10/20/2025 6:08:14 PM +00:00
To: Patricia.Davis@HuttoTX.gov
Subject: 150020 -Innovation at Limmer Intersection - Change Order Days Request

[Quoted text hidden]

[Quoted text hidden]

Todd Meaker <Todd.Meaker@huttotx.gov> Mon, Oct 20, 2025 at 1:08 PM
To: "gfalguera@elecnor.com" <gfalguera@elecnor.com>

Thank you for your email. We have received your message and will reply within 3 business days.

If your matter is urgent and needs immediate assistance, please don't hesitate to contact us at 512-759-4933.

From: gfalguera@elecnor.com
Sent: 10/20/2025 6:08:25 PM +00:00
To: Todd.Meaker@HuttoTX.gov
Subject: 150020 -Innovation at Limmer Intersection - Change Order Days Request
[Quoted text hidden]

[Quoted text hidden]

GERARD FALGUERA MAYORAL <gfalguera@elecnor.com> Tue, Nov 4, 2025 at 3:28 PM
Reply-To: gfalguera@elecnor.com
To: PAU OLIVER PARDO <ppardo@elecnor.com>

FYI

---------- Forwarded message ---------
From: **GERARD FALGUERA MAYORAL** <gfalguera@elecnor.com>
Date: Mon, Oct 20, 2025 at 1:06 PM
Subject: 150020 -Innovation at Limmer Intersection - Change Order Days Request
[Quoted text hidden]
[Quoted text hidden]

4 attachments

15-0020 - 001.pdf
303K

ELECNOR BELCO PO 45423 MMC 217179 PO 919513.pdf
76K

2025_05_29_Pre_Construction_Meeting_Minutes_fic_Signals_T13_2024.docx
172K

Elecnor S.A. Mail - Innovation and Limmer Traffic Signal - Time Suspension Request.pdf
208K

TOMMY PUREFOY <tpurefoy@elecnor.com> Mon, Nov 10, 2025 at 1:09 PM
Reply-To: tpurefoy@elecnor.com
To: GERARD FALGUERA MAYORAL <gfalguera@elecnor.com>

Tommy Purefoy

Project Engineer

Elecnor Belco Electric, Inc.

4766 Texas Hwy 123 Suite 600, San Marcos, TX 78666

Phone: (737)-266-3382

---------- Forwarded message ---------
From: **GERARD FALGUERA MAYORAL** <gfalguera@elecnor.com>

Date: Mon, Oct 20, 2025 at 1:07 PM
Subject: 150020 -Innovation at Limmer Intersection - Change Order Days Request
To: Patricia Davis <patricia.davis@huttotx.gov>, Elliot <ecude@jmt.com>, Todd Meaker <Todd.Meaker@huttotx.gov>, Matt Rector <Matt.Rector@huttotx.gov>, Ryan Reyes <Ryan.Reyes@huttotx.gov>, <Sydnee.Best@huttotx.gov>
Cc: TOMMY PUREFOY <tpurefoy@elecnor.com>, PAU OLIVER PARDO <ppardo@elecnor.com>, James Nelson <jnelson@elecnor.com>, ANDREW AGUIRRE <andrew.aguirre@elecnor.es>

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4 attachments

15-0020 - 001.pdf
303K

ELECNOR BELCO PO 45423 MMC 217179 PO 919513.pdf
76K

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172K

Elecnor S.A. Mail - Innovation and Limmer Traffic Signal - Time Suspension Request.pdf
208K

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Since 1968!

November 3, 2025

To: Elecnor Belco

RE: Estimated Delivery date for PO# 45423 Job# 150020 Mohagany Bronze

To whom it may concern,

In regards to your above mentioned po, these are the current estimated completion date ranges;

It will take 3 weeks to have the poles painted. So we are looking at a date from 11/20-12/1 if you include the Thanksgiving holiday. They are shooting to have it done before Thanksgiving.

Thank you,

Abbie D'Alesandro

P.O. Box 823 • Houston, Texas 77001-0823 • 5535 Harvey Wilson Drive • Houston, Texas 77020
(713) 676-0600 • (800) 880-WILD • Fax: (713) 676-1077
www.wildcatelectric.com

Change Order No. 2

Project Name: LIMMER LOOP AND INNOVATION BLVD CAPITAL IMPROVEMENT PROJECT T13-2024	**COH Project No.: T13-2024**
Project Owner and Address: City of Hutto 500 W Live Oak Street Hutto, TX 78634	**Owner's Project No.:** CIP SW07-2023
	Date of Issuance: 11/26/2025
Project Contractor and Address: Elecnor Belco Electric Inc 4766 TX-123 Suite 600, San Marcos, TX 78666	**Date of Contract:** 04/26/2025
	Contract Period Final: 150 Original days

It is agreed to modify the Contract referred to above as follows:
Poles Extended Lead Time (Estimated Completion Date 12/1/2025) Estimated Shipment Date (12/12/2025).

Item #	Description Of Changes	Change in Contract Price	Change in Contract Time
1	Poles Extended Lead Time (ECD 12/1/2025) ESD (12/12/2025)	$0	93 Days
	Difference Net =	$0	93 Days

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

Contract Price prior to this Change Order: $378,822.00	**Contract Time prior to this Change Order:** Substantial (days and date): 120 days 09/28/2025 Final (days and date): 150 days 10/29/2025
Net Increase (decrease) of this Change Order: $0	**Net Increase (decrease) of this Change Order** 93 days
Revised Contract Price with all approved Change Orders: $378,822.00	**Revised Contract Time with all approved Change Orders** **Assuming this 33 days are approved*** Substantial (days and date): 213 days 01/04/2026 Final (days and date): 243 days 02/04/2026

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: GERARD FALGUERA — **Date: 12/09/2025**

Recommended for Approval by Engineer: — **Date:**

Approved for Owner by: City Manager — **Attest:** — **Date:**

150020 - Innovation at Limmer Intersection Change Order 2 - Pole Extended Lead Time

GERARD FALGUERA MAYORAL <gfalguera@elecnor.com> Tue, Dec 9, 2025 at 9:09 AM
Reply-To: gfalguera@elecnor.com
To: "Cude, Elliot" <ecude@jmt.com>
Cc: Patricia Davis <patricia.davis@huttotx.gov>, Todd Meaker <Todd.Meaker@huttotx.gov>, Matt Rector <Matt.Rector@huttotx.gov>, Ryan Reyes <Ryan.Reyes@huttotx.gov>, "Sydnee.Best@huttotx.gov" <Sydnee.Best@huttotx.gov>, JOHN WONG <jwong@elecnor.com>, PAU OLIVER PARDO <ppardo@elecnor.com>, ANDREW AGUIRRE <andrew.aguirre@elecnor.es>, James Nelson <jnelson@elecnor.com>, TOMMY PUREFOY <tpurefoy@elecnor.com>, JAYLON NELSON <jaylon.nelson@elecnor.com>

Good morning Elliot,

Please see below,

Thank you!

Gerard Falguera
Project Manager

Elecnor Belco Electric, Inc.

4766 TX-123 Suite 600,
San Marcos, TX 78666

Cell (737) 497-1594

www.elecnor.com

www.elecnorbelco.com
[Quoted text hidden]

150020 Change Order 2 - 12_09_2025_signed.pdf
298K

150020 - Innovation at Limmer Intersection Change Order 2 - Pole Extended Lead Time

Patricia Davis <Patricia.Davis@huttotx.gov> Fri, Dec 12, 2025 at 6:01 PM
To: "gfalguera@elecnor.com" <gfalguera@elecnor.com>, "Cude, Elliot" <ecude@jmt.com>
Cc: Todd Meaker <Todd.Meaker@huttotx.gov>, Matt Rector <Matt.Rector@huttotx.gov>, Ryan Reyes <Ryan.Reyes@huttotx.gov>, Sydnee Best <Sydnee.Best@huttotx.gov>, JOHN WONG <jwong@elecnor.com>, PAU OLIVER PARDO <ppardo@elecnor.com>, ANDREW AGUIRRE <andrew.aguirre@elecnor.es>, James Nelson <jnelson@elecnor.com>, TOMMY PUREFOY <tpurefoy@elecnor.com>, JAYLON NELSON <jaylon.nelson@elecnor.com>

Good day Gerard, Happy Friday! 😊

We have received and reviewed the proposed Change Order No. 2 and City Staff summary noted below.

Summary, City Staff is recommending Management to evaluate a potential time extension ranging from **zero (0) days up to a maximum of seventy-one (71) calendar days**, contingent upon approval of Change Order No. 1 with a contract start date of **May 29**. Should the maximum extension of 71 days be approved, the revised contract completion date would be **January 12, 2026**.

Please note that **no determination has been finalized at this time**. The final number of days, if any, associated with pole delivery delays will be determined through the City's formal review process. This includes evaluation by the City Engineer and a recommendation to the City Manager and/or City Council, as required.

Summary of Factors Under Review for Change Order No. 2

- The Contractor submitted the pole material submittal to JMT on the afternoon of **June 18**. JMT initiated review immediately and returned comments on the morning of **June 23**.
    - The duration between the contract start date (**May 29**) and submittal to JMT (**June 18**) totals **20 calendar days**. The City is **not recommending** approval of any time extension for this period.
- **Schedule Analysis:**
    - Original bid schedule allowed **75 calendar days** for material acquisition.
    - Actual material acquisition duration—from order to delivery—extended from **June 23 to December 10**, totaling **166 calendar days**.
    - Based on this analysis, the City calculated the maximum potential extension as follows:
      166 days (actual lead time)
      – 75 days (original contract allowance)
      – 20 days (contractor-controlled delay prior to submittal)
      = Maximum of 71 additional calendar days

This calculation reflects delays outside of the Contractor's direct control and represents the **maximum allowable time extension under consideration**, not an approval. Further action will proceed upon completion of the City's review and required approvals.

Enjoy your weekend!

Thanks in advance for coordination and communication.

Patricia A. Davis, MSCE, P.E., LGPP

CIP Manager

(512) 759-4005

City of Hutto

500 W. Live Oak Street, Hutto, TX 78634

This email, plus any attachments, may constitute a public record of the City of Hutto and may be subject to public disclosure under the Texas Public Information Act. Improper disclosure of the content of this email or its content may constitute a violation of the Texas Penal Code.

From: GERARD FALGUERA MAYORAL <gfalguera@elecnor.com>
Sent: Friday, December 5, 2025 1:00 PM
To: Cude, Elliot <ecude@jmt.com>
Cc: Patricia Davis <Patricia.Davis@HuttoTX.gov>; Todd Meaker <Todd.Meaker@HuttoTX.gov>; Matt Rector <Matt.Rector@HuttoTX.gov>; Ryan Reyes <Ryan.Reyes@HuttoTX.gov>; Sydnee Best <Sydnee.Best@HuttoTX.gov>; JOHN WONG <jwong@elecnor.com>; PAU OLIVER PARDO <ppardo@elecnor.com>; ANDREW AGUIRRE <andrew.aguirre@elecnor.es>; James Nelson <jnelson@elecnor.com>; TOMMY PUREFOY <tpurefoy@elecnor.com>; JAYLON NELSON <jaylon.nelson@elecnor.com>
Subject: Re: [EXTERNAL] 150020 - Innovation at Limmer Intersection Change Order 2 - Pole Extended Lead Time

Hi Elliot,

Please see attached.

Thank you!

Gerard Falguera
Project Manager

[Quoted text hidden]

[Quoted text hidden]
[Quoted text hidden]

WAREHOUSE. MATERIAL CHECK IN

1000140

Created by:	Daniel Furness	**Date:**	12/09/2025	**Type of Check In:**	Vendor
Job:	150020._Innovation and Limmer Hutto (Prime)	**Vendor:**	WILDCAT ELECTRIC SUPPLY	**PO#:**	45423
GF:		**PM:**	Gerard Falguera	**PE:**	Tommy J Purefoy

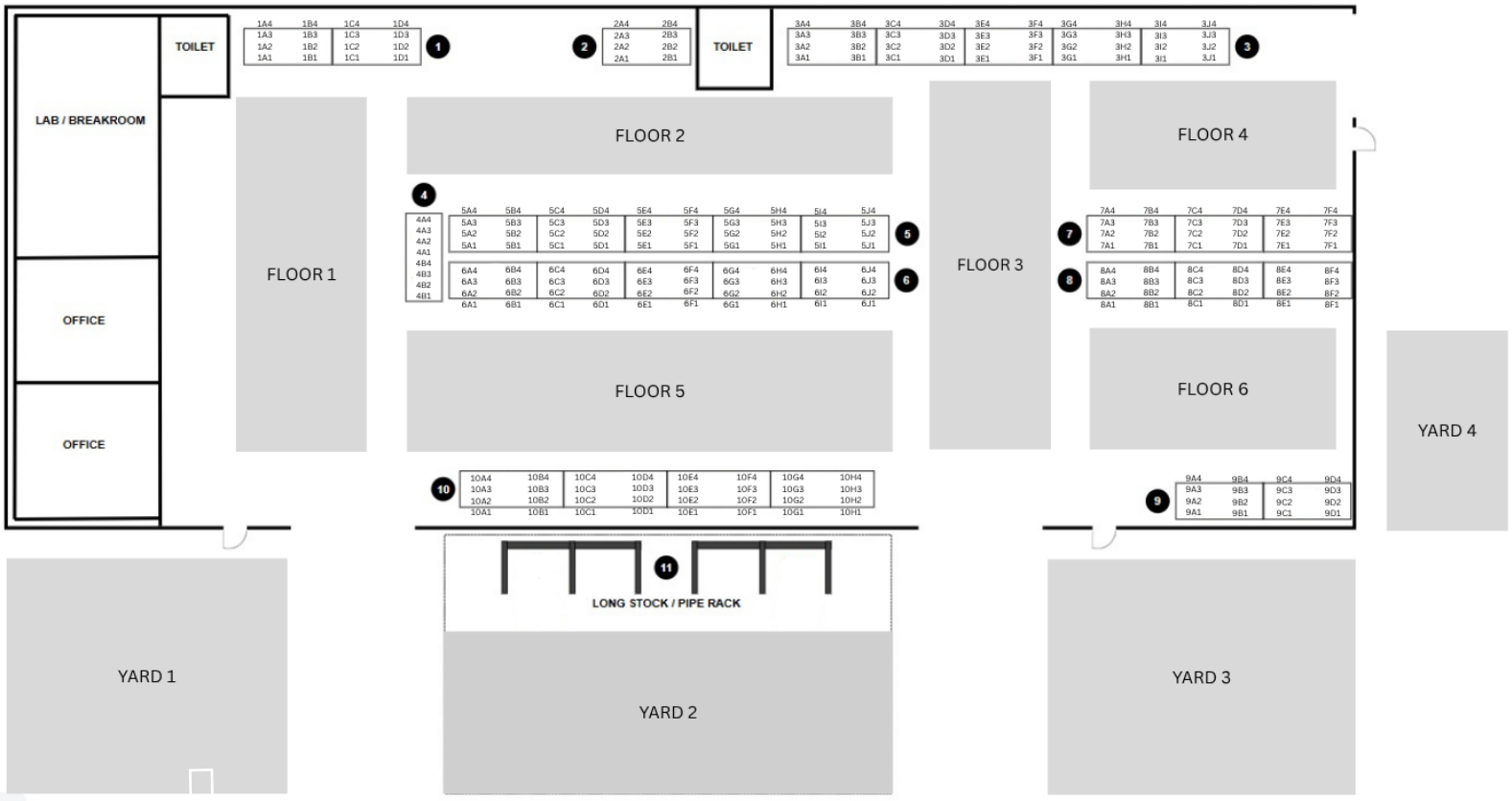
Final Location Code	YARD1

Previous Location	

Material Description
Pole Package (Poles/Anchor Bolts)
Notes
Landowners Yard

Package Picture at final Location

Warehouse Plan



Packing Slip Picture 1

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Special Provision 000
Important Notice to Contractors

Notice to Contractors:

- Due to industry times for acquiring traffic signal materials, a material acquisition phase will be implemented after project kick off and the pre-construction meeting. A duration of 75 days has been given at the project start to allow for material approval, ordering, and acquisition of the traffic signal materials. All other materials should be acquired during this time frame as well. If the Contractor finds that suppliers have a longer lead time than 75 days for acquisition of traffic signal materials, the Contractor shall inform the Owner and Owner's Representative promptly with the schedule given to the Contractor by the supplier. Discussion regarding schedule adjustments to accommodate the supplier's time frame shall commence.

- After project kick-off and the pre-construction meeting, the Contractor shall coordinate with Oncor for a service drop at the location specified in the plans. The power drop date specified in the schedule is an estimate to allow time for the Contractor to coordinate with Oncor and can be completed sooner if Oncor is able to provide service sooner. Effect on construction for delays beyond this date is specified below.

Utility Owner	Description / Location	Estimated Clearance Date	Effect on Construction
ONCOR	Service Drop	May 14th, 2025	Delay Activation of Traffic Signals

- Contractor to provide a details and specifications for Tattle Tale Lights to be installed on the traffic signals. Provide a detailed proposal, including costs for materials and labor. The City will decide based on what's provided whether to develop a change order or not.

- Traffic signal and illumination fixtures shall match other signals within the City of Hutto. The City of Hutto has chosen the color Mahogany Brown (Finish Paint Over Galvanized (FPGV) - Color: RAL 8016).

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1494208

Date Filed:
07/28/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Elecnor Belco Electric Inc.
San Marcos, 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.
T13-2024
Limmer Loop and Innovation Blvd - Traffic Signal

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is John Wong, and my date of birth is [redacted].

My address is 14320 Albers Way, Chino (city), CA (state), 91710 (zip code), U.S. (country).

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

Executed in San Bernardino County, State of CA, on the 28 day of July (month), 2026 (year).

Signature of authorized agent of contracting business entity
(Declarant)

AGENDA ITEM REPORT
10.4.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2026-160 to approve an Economic Development Incentive Agreement by and between the City of Hutto and Marci H. Wagner for Project 609 in alignment with the Historic Downtown Incentive Program to support and encourage redevelopment and investment in properties located in Hutto's Historic District. (Cheney Gamboa)
Meeting:	Thursday, August 6, 2026
Department:	Economic Development /
Staff Contact:	Cheney Gamboa

ITEM SUMMARY:

The Downtown Hutto Incentive Program ("Program") was established by City Council via Ordinance No. O-2026-003 to facilitate the renovation of and improvement to existing historic buildings within the City's Historic Overlay District. The attached Economic Development Incentive Agreement ("Agreement") is for Project 609, located at 609 FM 1660, a residential structure proposing improvements as outlined in the attached backup documentation.

As presented in Executive Session in June, Council directed the incentives contained in the Agreement for approval. Those incentives include:

1. Reimbursement of inspection and permitting fees (Up to 100%; $507.00);

2. Reimbursement of eligible costs incurred in completing facade improvements (Up to 50%; $12,747.50); and

3. Reimbursement of property taxes at set percentages for five (5) years following completion of the Project (see Agreement for percentages and dollar amounts).

The maximum eligible incentive amount is $19,259.11.

FISCAL NOTES:

*The maximum eligible incentive amount totals $19,259.11.

Another item on this agenda is a budget amendment to cover this expenditure.

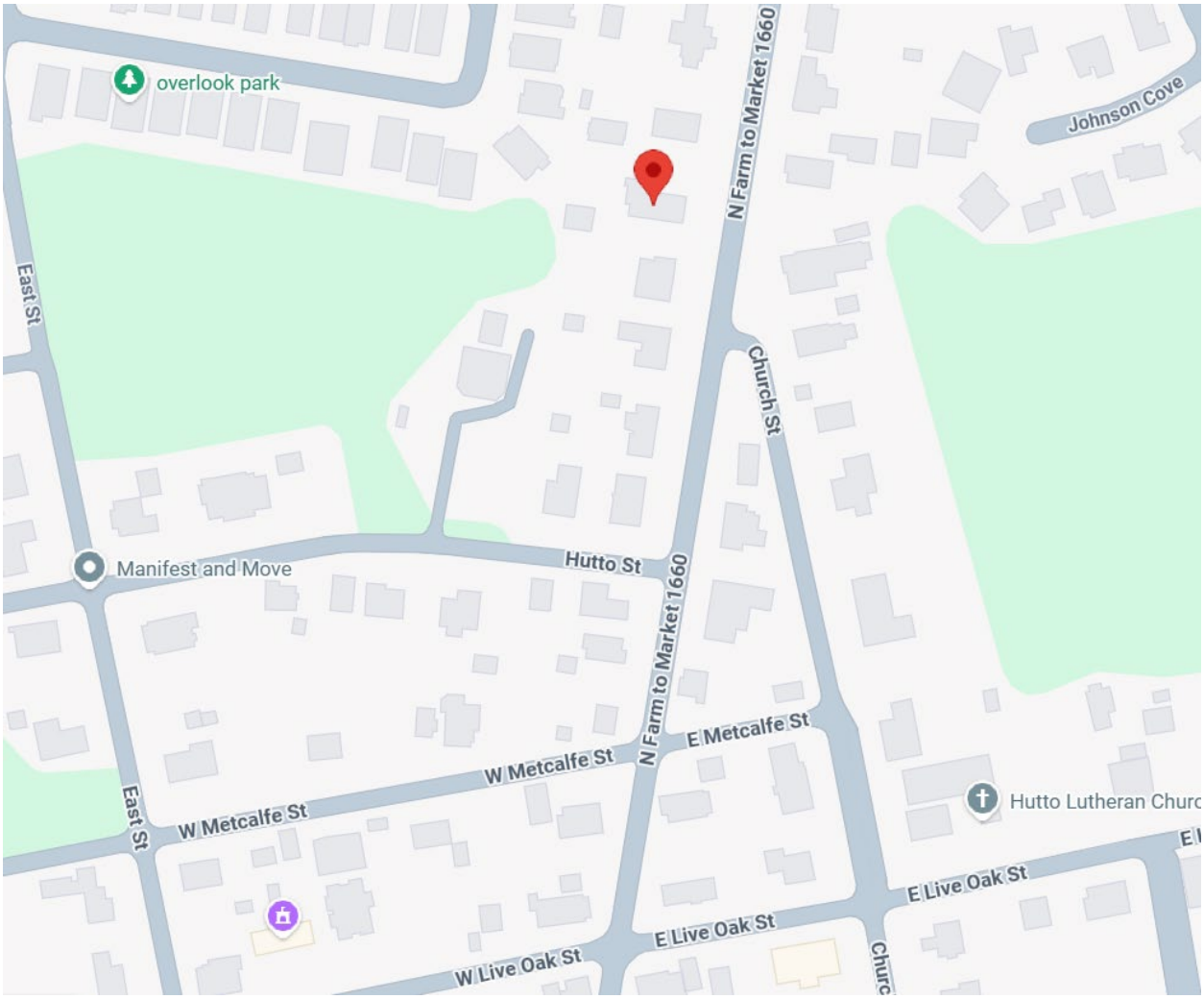
AGENDA ITEM REPORT
10.4.

ATTACHMENTS:

1. Map_Project 609
2. Resolution_Economic Development Incentive Agreement_Project 609_08.06.2026
3. Project 609 - Economic Development Incentive Agreement (2)

Map

609 FM 1660 N



RESOLUTION NO. R-2026-###

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING AN ECONOMIC DEVELOMENT INCENTIVE AGREEMENT BETWEEN MARCI H. WAGNER AND THE CITY OF HUTTO, TEXAS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT; PROVIDING PROPER NOTICE & MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Williamson County, Texas (the "City"), is a home rule city operating under the laws of its Charter and the State and Texas, by and through its duly elected City Council Members; and

WHEREAS, the City Council, via Ordinance No O-2026-003, established and clarified the Downtown Hutto Incentive Program ("Program"); and

WHEREAS, Marci H. Wagner ("Applicant") owns a residential home located at 609 FM 1660 ("Property"), within the Historic District who has applied to the Program for economic development incentives; and

WHEREAS, Applicant desires to improve the Property in compliance with the Program and the City desires to facilitate certain economic incentives through the approval of this Economic Development Incentive Agreement.

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

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

SECTION 2: That the Hutto City Council hereby approves and authorizes the City Manager to execute the Economic Development Incentive Agreement, **Attachment 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 5: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 6th of August, 2026, on a vote of ____ AYES; _____ NAYS; and _____ ABSTENTIONS.

(Remainder of page intentionally left blank.)

CITY OF HUTTO, TEXAS:

_____

Mike Snyder, Mayor

ATTEST:

_____

Laura Hallmark, City Secretary

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
DOWNTOWN HUTTO INCENTIVE PROGRAM FOR RESIDENTIAL PROPERTY
PROJECT 609

The City of Hutto, Texas, a home rule municipal corporation ("City") and Marci H. Wagner ("Applicant"), each a "Party" and collectively the "Parties", enter into this Economic Development Incentive Agreement (the "Agreement") pursuant to the Downtown Hutto Incentive Program (the "Program") and authorized by City of Hutto, Texas, Code of Ordinances §1.06.032(a)(1)-(5), for the purpose of encouraging quality renovations of and improvements to existing historic buildings and properties that contribute to the longevity, preservation, and economic vitality of the City's historic downtown in accordance the terms of the Program and applicable City of Hutto code provisions, ordinances, building codes, construction standards, and any other regulation properly adopted by the City, as may be amended.

RECITALS

WHEREAS, the City Council of the City of Hutto ("City Council") passed Ordinance No. O-2026-003, on or about February 19, 2026, amending existing Code of Ordinances to clarify the purpose, intent, authorized incentives, agreements and administration, and present policies and program details related to the Downtown Hutto Incentive Program;

WHEREAS, Applicant owns land and attached improvements located in Williamson County, Texas, within the designated Historic District (as defined herein) of the City of Hutto, as more specifically described in **Exhibit A**, (the "Property');

WHEREAS, Applicant desires to improve the Property by entering into this Downtown Hutto Incentive Agreement to facilitate participation in the Program; and

WHEREAS, the City Council finds that Applicant's participation in the Program will contribute to the longevity, preservation, and economic vitality of the City's historic downtown and shall promote economic development and serve a valid public purpose of the City.

NOW, THEREFORE, the Parties agree as follows:

I. RECITALS

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

II. DEFINITIONS

"Application and Proposed Scope of Work" means the documentation submitted by the Applicant requesting incentives under the Program, including, at a minimum, a description of improvements, a budget of proposed work, and a schedule for completion.

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

"City Manager" means the appointed official or his/her designated agent charged with directing the administration of the City of Hutto.

"Code of Ordinances" means the compilation of authoritative orders, as adopted by City Council, governing activity within and the operations of the City of Hutto.

"Downtown Hutto Incentive Program" means the reimbursement grant program pursuant to City of Hutto Ordinance §1.06.031, facilitating quality renovations of and improvements to existing historic buildings and properties that contribute to the longevity, preservation, and economic vitality of the City's historic downtown in accordance the terms of the Program and applicable City of Hutto code provisions, ordinances, building codes, construction standards, and any other regulation properly adopted by the City, as may be amended.

"Finance Department" means the City department responsible for the administration, management, and oversight of the City's financial operations.

"Historic Downtown" means the Historic Overlay District, as designated as OT5H, on the City of Hutto's zoning map.

"Incentive Period" means the five (5) year period beginning the date of Project Completion, as further detailed in the Completion Letter issued by the City.

"Project" means the authorized project contemplated by this agreement, as more particularly described in **Exhibit C,** *Approved Scope of Work, Budget, and Incentives*.

"Project Budget" means the estimated total cost to complete the Project, as further described in **Exhibit C,** *Approved Scope of Work, Budget, and Incentives*.

"Project Completion" means the date on which the City issues a written letter of project completion to the Applicant, establishing the commencement of the Incentive Period. Completion of a Project may be evidenced by the issuance of a Certificate of Occupancy (if applicable), photos documenting completion, and/or other substantiating documentation as may be requested.

"Property" means the Applicant-owned parcel and any appurtenances located in Williamson County, Texas, as more specifically described in **Exhibit A**.

"Reimbursement Form and Checklist" means the standardized form, attached hereto as **Exhibit D**, identifying the information and substantiating documentation required by the City to verify compliance with the terms of this Agreement and facilitate the release of incentive reimbursement payments in accordance with the terms herein.

"Sample Completion Letter" means the form of written notice, a sample of which is attached hereto as **Exhibit E**, that may be issued by the City upon determining that the Applicant has satisfied the requirements for the Project Completion under this Agreement. This Completion Letter serves as the City's official determination of the Project Completion Date and establishes the commencement of the Incentive Period.

"Unified Development Code" or "UDC" means the City of Hutto's comprehensive code document containing all development-related regulations including, but not limited to, zoning and land use, site and design standards, and historic preservation standards, as may be amended.

III. SCOPE OF AGREEMENT AND PROJECT

3.01 SCOPE OF AGREEMENT

This Agreement contemplates the development of the Project in accordance with the Unified Development Code and any other applicable laws, rules, or regulations. If approved by City Council, this Agreement and its Exhibits shall provide the terms and conditions through which the economic development incentives outlined herein shall be administered.

3.02 SCOPE OF PROJECT

The Applicant shall perform, or cause to be performed, the design and construction of the Project, as further described in **Exhibit C**, in accordance this Agreement, any other final documents approved by the City and the City Council, and all applicable state and local laws, rules, and regulations. Projects shall be completed within twelve (12) months following the execution of this Agreement. Failure to complete the Project within the period described herein may result in, at the discretion of the City, a revocation or reduction in incentive totals.

3.03 TERM OF AGREEMENT

This Agreement shall be effective contingent upon the completion of the following conditions precedent:

(a) The acceptance, approval, and execution of this Agreement by the Applicant;

(b) The approval of this Agreement by the City Council; and

(c) Execution of this Agreement by the City Manager.

This Agreement shall expire, unless otherwise mutually agreed upon by the Parties, upon completion of the Project and the completion of the Incentive Period.

IV. REPRESENTATIONS AND WARRANTIES

4.01 APPLICANT

Applicant warrants and represents the following:

(a) Applicant is the lawful owner of the Property with proper authority to execute this Agreement and perform the obligations presented;

(b) Performance under this Agreement will not result in any breach of or constitute any default under, any agreement or other instrument to which Applicant is a party or by which Applicant may be bound; and

(c) Applicant has not received written notice and has no actual knowledge of any litigation pending or threatened that may adversely affect the Applicant's ability to perform its obligations under this Agreement.

This Agreement constitutes a legal, valid, and binding obligation of the Applicant enforceable in accordance with its terms.

4.02 CITY

The City warrants and represents the following:

(a) The City is a municipal corporation with full right and authority to enter into this Agreement and perform the obligations presented; and

(b) Performance under this Agreement will not result in any breach of or constitute any default under, any agreement or other instrument to which the City is a party or by which the City may be bound.

This Agreement constitutes a legal, valid, and binding obligation of the City enforceable in accordance with its terms.

V. ECONOMIC DEVELOPMENT INCENTIVES

5.01 DEVELOPMENT INSPECTION AND PERMITTING FEES REIMBURSEMENT (UP TO 100%)

(a) Applicant may, in accordance with City of Hutto Code of Ordinances §1.06.032(a)(5), pursue reimbursement for up to one hundred percent (100%) of costs incurred for City of Hutto permitting and development inspections required to complete the Project.

(i) Permit fees eligible for reimbursement may include, but are not limited to, the following:

1. Residential Master Plan Submittal;
2. Residential remodel; and/or
3. Demolition.

(ii) Inspection fees eligible for reimbursement may include, but are not limited to, the following:

1. Building;
2. Mechanical;
3. Drainage;
4. Erosion control;
5. Plumbing;
6. Electrical; and/or
7. Fire.

(iii) Other development fees that may include, but are not limited to, the following:

1. Certificate of Appropriateness.

(b) Applicant reimbursement under this Section 5.01 shall not exceed the following:

Not to Exceed Grant Amount
$507.00

5.02 FAÇADE IMPROVEMENT GRANT

Applicant may, in accordance with City of Hutto Code of Ordinances §1.06.032(a)(4), pursue reimbursement for up to fifty percent (50%) of eligible costs incurred in completing the Project. Reimbursement costs shall not exceed the amount established herein.

Total Estimated Costs	**Not to Exceed Grant Amount**
$25,495.00	**$12,747.50**

5.03 PROPERTY TAX REIMBURSEMENT

(a) Applicant may, upon completion of the Project and in accordance with City of Hutto Code of Ordinances §1.06.032(a)(1), seek property tax reimbursement for up to five (5) taxable years in accordance with the following:

Incentive Year	Property Tax Reimbursement	Estimated Reimbursement Amount
Y1	100%	$1,678.29
Y2	80%	$1,409.76
Y3	50%	$925.16
Y4	50%	$971.42
Y5	50%	$1,019.99

All reimbursement incentives are subject to the terms and conditions provided in Article VI, below.

(b) Applicant, as owner of the property, must maintain the property as a primary residence for the duration of the Incentive Period in order to receive the incentive(s) outlined herein.

(c) The City shall issue, within sixty (60) calendar days from receiving proof of payment, property tax reimbursements in accordance with this Agreement.

(d) Applicant shall submit all documentation required to receive a property tax reimbursement before payment of the property taxes for the subsequent tax year. The City shall not issue reimbursement payments for more than one reimbursement year at a time. Failure by the Applicant to timely submit the required documentation shall constitute a waiver of the Applicant's right to receive the applicable reimbursement for that year. In such case, the Agreement will not be extended to include an additional year.

VI. INCENTIVE PROCEDURES

6.01 REIMBURSEMENT REQUESTS

(a) Applicant shall submit reimbursement requests related to renovation and restoration costs as approved in this Agreement no later than sixty (60) business days following Project Completion.

(b) Reimbursement requests submitted by the Applicant shall be supported by the Completion Letter, actual receipts, cancelled checks, completion photos, and/or other such documentation that, in the judgment of the Economic Development Department and/or Finance Department, allows for the full substantiation of costs incurred. The Economic Development Department and/or Finance Department reserves the right to request additional documentation prior to the release of funds associated with any reimbursement grant under this Agreement.

(c) Reimbursement requests shall be submitted to the following:

Attn: Director of Finance
c/o: Director of Economic Development
City of Hutto Finance Department
500 W. Live Oak Street
Hutto, TX 78634

6.02 REIMBURSEMENT(S) APPROVAL

No grant funds shall be disbursed nor incentive reimbursements provided unless and until the City has reviewed and provided final written approval of the said request. The City reserves the right to verify the completion of eligible improvements, review all supporting documentation, confirm compliance with the terms and conditions of this Agreement, and determine eligibility of submitted expenses prior to releasing incentive funds. Submission of a reimbursement request does not guarantee payment and the City may deny, reduce, or delay reimbursement for any request determined to be incomplete, noncompliant, or inconsistent with the approved Program guidelines or requirements.

VII. RECAPTURE

7.01 Applicant agrees that the occurrence of any of the following events during the Incentive Period shall constitute a failure which requires the repayment of all incentives provided to Applicant:

(a) Applicant becomes insolvent, files a petition for bankruptcy (voluntarily or, if involuntarily, such petition is not dismissed within sixty (60) calendar days after filing) or similar proceedings or is adjudged bankrupt;

(b) Applicant fails to provide, at the discretion of the City, sufficient documentation to support any individual incentive as required in this Agreement;

(c) Applicant fails to perform any obligation under this Agreement;

(d) Applicant fails to maintain his/her primary residence at the Property for the duration of the Incentive Period;

(e) Applicant does not retain ownership of the Property for the duration of the Incentive Period; and/or

(f) Applicant fails to meet any deadline required under this Agreement.

VIII. MISCELLANEOUS

8.01 NOTICES

The provision of notice, as may be required under this Agreement shall be deemed delivered when deposited either in the United States mail (postage paid, certified, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate parties below.

Applicant
Marci H. Wagner
609 N. FM 1660
Hutto, TX 78634

City
The City of Hutto
Attn: City Manager
500 West Live Oak Street
Hutto, TX 78634

With copy to:
Bojorquez Law Firm, PC
Attn: Alan Bojorquez, City Attorney
11675 Jollyville Road, Suite 300
Austin, Texas 78759
Email: alan@texasmunicipallaywers.com

8.02 ASSIGNMENT

The Parties must not assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other. Any attempted assignment, transfer, or delegation in violation of this provision is void and without effect.

Applicant may not assign its rights under this Agreement to any party that:

(a) Is delinquent taxes or fees to the City;

(b) Is in material default under any development or financing agreement with the City; or

(c) Lacks, in the discretion of the City and/or City Council, the experience, expertise, and the financial capacity and ability to perform the duties or obligations assigned under this Agreement; or

(d) Is unable to certify compliance with all of the requirements presented herein.

Applicant shall provide the City with written notice of an intent to assign. The City shall have thirty (30) business days to review the intent to assign and issue an approval or denial. Assignment decisions are final.

8.03 AMENDMENT

This Agreement may be amended only by the mutual written agreement of the Parties. The Parties understand and agree that all amendments are subject to final approval by the City Council.

8.04 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Applicant and the City. To the maximum extent permitted under the law, no terms shall be implied by operation of law or otherwise. This Agreement shall supersede all previous communications, representations, or agreements, either oral or written, as to the subject matter herein.

8.05 FORCE MAJEURE

Except as otherwise provided herein, an equitable adjustment shall be made for delay or failure in performing if such delay or failure is caused by conditions beyond the Party's reasonable control. Events of Force Majeure include, but are not limited to, the following:

(a) Acts of God;

(b) Extreme weather events;

(c) Pandemics or similar occurrences;

(d) Orders or acts of civil or military authority; or

(e) Riots or acts of terrorism.

8.06 GOVERNING LAW AND VENUE

This Agreement, and all rights and obligations of the Parties hereto, shall be governed by and construed in accordance with the laws of the State of Texas, exclusive of conflict of

law provisions. Venue of any suit brought under this Agreement shall be in a court of competent jurisdiction in Williamson County, Texas. Parties irrevocably waive any objection to personal jurisdiction on *forum non conveniens*.

8.07 SEVERABILITY AND WAIVER

In the event that any provision of this Agreement is deemed illegal, invalid, or unenforceable, it is the intent of the Parties that the remainder of this Agreement shall not be affected. The failure by either Party to enforce any term or provision of this Agreement shall not be a waiver of rights.

8.08 SURVIVAL

The following sections and provisions shall survive expiration, termination, or rescission of this Agreement: Indemnification, Claims and Release, and Liabilities of City Employees.

8.09 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute one and the same Agreement.

8.10 CONSIDERATION

This Agreement is executed by and between the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

8.11 RESERVATION OF RIGHTS

Each Party reserves all rights, privileges, and immunities available under applicable laws to the extent that those right, privileges, and immunities are not inconsistent with the terms of this Agreement.

8.12 LIABILITIES OF CITY EMPLOYEES

To the extent permitted by State law, neither the City, any City agent or representative, nor any public official or employee shall be personally responsible for any liability arising under or related to this Agreement. This Agreement imposes no personal liability upon the City, any of its officers, employees, or agents.

8.13 MUTUAL ASSISTANCE

The City and Applicant shall do all things reasonably necessary and appropriate to perfect the terms of this Agreement including, but not limited to, aiding and assisting each other in carrying out such terms and provisions to render each Party in the economic condition contemplated by this Agreement.

8.14 CLAIMS AND RELEASE

(a) Claims. If the City notifies Applicant of any third-party claim related to the subject matter of this Agreement and obligations of the City, Applicant shall assume on behalf of the City and conduct with due diligence and in good faith the investigation and defense thereof and the response thereto with counsel selected by Applicant but

reasonably satisfactory to the City; provided, that City has the right to be represented by advisory counsel of their own selection and at their own expense; and provided further, that if any such claim involves Applicant and the City and the City has been advised in writing by counsel that there may be legal defenses available to it which are inconsistent with those available to Applicant, then City has the right to select separate counsel to participate in the investigation and defense of and response to such Claim on City's own behalf, and Applicant shall pay or reimburse the City for all reasonable legal fees and costs incurred by the City because of the selection of such separate counsel.

(b) Release. Applicant hereby releases the City with respect to all claims regarding any alleged, established or admitted negligent or wrongful act or omission of the City, or any agents, contractors, representatives or employees of the City, INCLUDING ALL CLAIMS CAUSED BY THE NEGLIGENCE OR STRICT LIABILITY OF THE CITY but excluding claims to the extent caused by the gross negligence or willful misconduct of the City.

8.15 EVENTS OF DEFAULT

(a) No Party shall be in default under this Agreement until notice reasonably detailing the nature of the alleged failure has been provided. A Party alleged to be in default under this Agreement shall have thirty (30) business days to cure such alleged failure (the "Cure Period").

(b) If a Party remains in default beyond the Cure Period, the aggrieved Party may seek relief available at law or in equity including, but not limited to, relief provided under the Uniform Declaratory Judgments Act found at Chapter 37 of the Texas Civil Practice and Remedies Code, specific performance, mandamus, and injunctive relief. Notwithstanding, however, no default under this Agreement shall:

(i) Entitle the aggrieved Party to terminate this Agreement;

(ii) Adversely affect or impair the current or future obligations of the City to provide applicable utility service or any other necessary service to the Project;

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

(iv) Reduce the term of the Agreement.

(c) In the event of any legal action or proceeding to enforce the provisions of this Agreement and recover damages for breach, the Parties agree to pay their own respective attorney's fees and expenses incurred by reason of such action.

8.16 INDEMNIFICATION

APPLICANT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL THIRD PARTY SUITS AND/OR CLAIMS, WHETHER THREATENED, ANTICIPATED, OR ASSERTED, INCLUDING, WITHOUT

LIMITATION, REASONABLE ATTORNEY'S FEES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF APPLICANT'S NEGLIGENCE OR OTHER WRONGFUL CONDUCT, INCLUDING THE NEGLIGENCE OF APPLICANT'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIALMEN, AND AGENTS OCCURRING DURING THE PERFORMANCE OF ANY WORK REQUIRED BY OR RELATED TO THIS AGREEMENT.

8.17 EXHIBITS

EXHIBIT A – LEGAL DESCRIPTION OF THE PROPERTY
EXHIBIT B – APPLICATION AND PROPOSED SCOPE OF WORK
EXHIBIT C – APPROVED SCOPE OF WORK, BUDGET, AND INCENTIVES
EXHIBIT D – REIMBURSEMENT FORM AND CHECKLIST
EXHIBIT E – SAMPLE COMPLETION LETTER

[SIGNATURE PAGE TO FOLLOW]

THE CITY OF HUTTO

By:_____
Name: James R. Earp, CPM
Title: City Manager

ATTEST:

_____
Laura Hallmark, Secretary

APPLICANT:

MARCI H. WAGNER

By: _____
Name: Marci H. Wagner
Title: Applicant

THE STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2026, by Marci H. Wagner, Applicant.

_____
Notary Public in and for the State of Texas

EXHIBIT A – LEGAL DESCRIPTION OF THE PROPERTY

Williamson County Appraisal District Parcel #R357703

S3826 – Hutto City Of, Block A, Lot 4, Acres 0.59

HISTORIC DOWNTOWN INCENTIVE PROGRAM APPLICATION

1. Applicant Information

- Applicant Name: Marci H. Wagner
- Business Name (if applicable):
- Mailing Address: 609 N. FM 1660
- Phone Number: 512-496-4980
- Email Address: marciwagnerhomes@gmail.com
- Property Owner Name (if different):
- Property Address: 609 N. FM 1660
- Williamson County Appraisal District Property ID:

2. Incentive(s) Requested

Check all that apply:

- ☒ Façade Improvement Reimbursement Grant
- ☑ Property Tax Reimbursement
- ☑ Property Tax Freeze
- ☐ Sales Tax Reimbursement
- ☐ Development Inspections and Permitting Reimbursement
- ☐ Other Chapter 380 Incentive (describe): _____

Requested Incentive Amount (if applicable): 18000.00

3. Project Description

Provide a detailed description of the proposed project, including:

- Existing conditions of the structure;
- Scope of work and proposed improvements; Exterior Paint, repair/replace falling down fence, replace
- Historic features to be preserved or restored; Broken Window seen from Street
- How the project supports the goals of the Historic Downtown Incentive Program

(Attach additional pages if necessary.)

4. Historic Status and Required Approvals

Indicate all that apply and attach supporting documentation:

- ☐ Property is a designated local historic landmark

Skirting is falling off/away from house & paint is peeled off in large sections.

The project supports the goal by bringing this once beautiful 1942 home back to life. The more people able to do this the better for beautiful Old TOWN

These much needed projects change Nothing. I wish to Restore it back to its original beauty

- ☐ Property is listed on the State Registry of Historic Places
- ☑ Property is located within a locally designated historic district
- ☐ Property is not designated but is contributing to the Historic Downtown area

The following approvals may be required prior to incentive disbursement, depending on the nature of the project and incentive requested:

- Approval from the Hutto Historic Preservation Commission (HPC)
- Certificate of Appropriateness (COA), if required by City ordinance
- Review or confirmation of listing by the Texas Historical Commission for properties on the State Registry of Historic Places
- All required building permits and inspections

5. Approved Building Materials and Design Standards

All improvements must utilize durable, high-quality materials consistent with historic preservation best practices and applicable design guidelines. Approved materials may include, but are not limited to:

Structural Framing and Foundation

- Steel support structures
- Foundation replacement
- Foundation leveling and repair

Exterior Walls and Façades

- Brick, stone, or masonry compatible with the original structure
- Fiber-cement siding designed to replicate historic profiles
- Historically appropriate wood siding or trim

Windows and Doors

- Wood or aluminum-clad wood windows with true or simulated divided lights
- High-quality metal or wood doors consistent with historic character

Roofs and Awnings

- Standing-seam metal roofing
- Architectural-grade shingles
- Canvas or metal awnings consistent with historic storefront design

Finishes and Details

- Paint colors compatible with approved historic palettes
- Energy-efficient lighting fixtures with historic styling

- Signage compliant with Downtown and historic sign regulations

Substitutions or alternative materials may be considered upon approval by the Historic Preservation Commission and City staff.

6. Project Budget and Timeline

Attach a detailed project budget, including:

- Cost estimates or contractor bids;
- Identification of eligible versus ineligible costs;
- Sources and uses of funds.

Proposed Start Date: As soon as I find out if I'm appoved.

Proposed Completion Date: From start to finish - 4 weeks

7. Required Documentation Checklist

The following documents must be submitted with this application, as applicable:

- ☑ Completed application form
- ☑ Proof of property ownership or owner authorization
- ☐ Site plan, elevations, and construction drawings
- ☑ Photographs of existing conditions
- ☑ Contractor bids or cost estimates
- ☐ Historic designation documentation (if applicable)
- ☐ Certificate of Appropriateness (if required)
- ☐ HPC approval letter or meeting minutes (if applicable)
- ☐ Evidence of State Registry listing or eligibility (if applicable)
- ☐ Any additional documentation requested by City staff

8. Review and Approval Process

1. Application submission to City staff.
2. Staff review for completeness and eligibility.
3. Referral to the Hutto Historic Preservation Commission, if required.
4. Review by City Council for incentives requiring Council approval.
5. Execution of incentive or Chapter 380 agreement.
6. Issuance of building permits and commencement of work.

9. Applicant Certifications

By signing below, the applicant certifies that:

APPLICANT GUIDE

Historic Downtown Incentive Program – City of Hutto

This guide outlines the basic steps to apply for incentives available through the City of Hutto's Historic Downtown Incentive Program. Early coordination with City staff is strongly encouraged.

STEP 1: Confirm Eligibility

- The property must be located within **Historic Downtown Hutto**.
- The project must involve **rehabilitation, renovation, façade improvement, or adaptive reuse** of an existing building.
- Incentives are performance-based and subject to City approval.

STEP 2: Determine Required Historic Approvals

Based on the property's designation and the scope of work, the following approvals **may be required before incentives are approved or reimbursed**:

- Review by the **Hutto Historic Preservation Commission (HPC)**
- A **Certificate of Appropriateness (COA)**
- Verification of listing on the **State Registry of Historic Properties**, if applicable
- All required **building permits and inspections**

City staff will help identify which approvals apply to your project.

STEP 3: Assemble Application Materials

Applicants should be prepared to submit:

- Completed incentive application
- Project description and scope of work
- Photos of existing conditions
- Construction drawings or elevations (if exterior changes are proposed)
- Contractor bids or cost estimates
- Proof of property ownership or written owner authorization

STEP 4: Submit Application

- Applications **must be submitted before construction begins**.
- Incomplete applications may delay review.

STEP 5: Review & Approval

- City staff review the application for completeness and eligibility.
- HPC review occurs if required.
- City Council approval is required for reimbursement or tax-based incentives.

STEP 6: Execute Agreement & Begin Construction

- An incentive or Chapter 380 agreement must be executed.
- All required permits must be issued before work begins.

STEP 7: Completion & Incentive Disbursement

- Final inspections are completed.
- Required documentation is submitted.
- Incentives are issued in accordance with the executed agreement.

- All information provided is true and correct;
- No work has commenced prior to required approvals unless expressly authorized;
- The applicant agrees to comply with all applicable City ordinances, policies, and agreement terms.

Applicant Signature: Marci Hall Date: 5-1-2026

Property Owner Signature (if different): _____ Date: _____

HISTORIC DOWNTOWN INCENTIVE PROGRAM
APPROVED SCOPE OF WORK, BUDGET, AND INCENTIVES
PROJECT 609

I. APPLICANT INFORMATION

Applicant Name	Marci H. Wagner
Property Owner	Marci H. Wagner
Property Address	609 N FM 1660, Hutto, TX 78634
Existing Property Use	Single-Family Residential
Proposed Property Use	Existing Residential Use to Remain
Historic Designation Status	Contributing Structure within Historic Downtown Area
COA Required	Yes - Approved by HPC on May 27, 2026

II. SCOPE OF WORK

The applicant is proposing exterior rehabilitation improvements to a contributing historic residential structure located within the Historic Downtown District. Improvements are intended to preserve the historic character of the property while addressing visible deterioration and safety concerns along a highly visible corridor within Downtown Hutto.

This project represents approximately $34,051 in private investment toward the preservation and rehabilitation of a contributing historic structure within the Historic Downtown District. Improvements will rectify visible deterioration along FM 1660, enhance the public streetscape, and support the City's long-term downtown revitalization and historic preservation goals.

The project supports the goals of the Historic Downtown Incentive Program by encouraging reinvestment, preserving neighborhood character, and improving the visual appearance of the surrounding area.

Addition details regarding the Scope of Work are contained in Article IV, herein.

III. BUDGET

A) TOTAL PRIVATE INVESTMENT

Façade Improvement	Approximate Cost
Skirting Repair	$15,345.00
Exterior Painting & Siding Repair	$9,800.00
Window Replacement	$350.00
Total Façade Improvement Costs	**$25,495.00**
Development Inspection & Permit	Approximate Cost
COA Permit Application fee	**$507.00**
Total Private Investment	**$26,002.00**

B) APPROVED INCENTIVES

Facade Improvement Reimbursement Grant *50% of private investment total	$12,747.50
Property Tax Reimbursement *Five-year term; See Table 1	$6,004.61
Development Inspection & Permit Reimbursement	$507.00
Maximum Eligible Incentive Amount:	**$19,259.11**

***Reimbursement shall not exceed the amount listed above and remains subject to review and approval by the City of Hutto in accordance with the Economic Development Incentive Agreement.**

Table 1. Property Tax Reimbursement Breakdown

*Calculations based on 5% tax increase year over year.

	Tax Reimbursement Y1: 100%	Tax Reimbursement Y2: 80%	Tax Reimbursement Y3: 50%	Tax Reimbursement Y4: 50%	Tax Reimbursement Y5: 50%	**Total Amounts**
Paid	$1,678.29	$1,762.20	$1,850.31	$1,942.83	$2,039.97	
Reimbursed	$1,678.29	$1,409.76	$925.16	$971.42	$1,019.99	**$6,004.61**
Remainder to City	$0	$352.44	$925.16	$971.42	$1,019.99	$3,269.00

EXHIBIT D
REIMBURSEMENT REQUEST FORM AND CHECKLIST

Submission instructions: Complete this form and attach all required supporting documentation. Submission does not guarantee reimbursement. All expenses are subject to verification for eligibility and compliance with the executed incentive agreement.

I. APPLICANT AND PROJECT INFORMATION

Applicant Name:	Approved Façade Grant Amount:
Applicant Primary Address:	Project Completion Deadline:
Mailing Address (if different from primary):	Agreement Effective Date:
City, State and ZIP Code:	Executed Agreement Attached: ☐ Yes ☐ No ☐ On File

II. REIMBURSEMENT SUMMARY

The total amount reimbursed by the City may not exceed the amount authorized in the correlating incentive agreement.

Total Approved Grant Award	$
Reimbursement Requested	$

III. EXPENSE DETAIL

List each expense included in this request. Attach an additional expense sheet if necessary.

Invoice Date	Vendor / Contractor	Description of Work or Materials	Invoice Amount	Amount Paid by Recipient	Reimbursement Requested
				Total Expenses Submitted	**$**
				Total Reimbursement Requested	**$**

IV. REQUIRED SUPPORTING DOCUMENTATION CHECKLIST

The below-listed documentation checklist is designed to aid the Applicant in providing the necessary substantiating documentation required to facilitate reimbursement under the correlating Incentive Agreement. This list is not exhaustive and the City of Hutto reserves the right to request additional documentation, as needed.

- ☐ Copies of itemized invoices from contractors, vendors or suppliers.
- ☐ Proof that each submitted expense has been paid in full, such as processed checks, credit card or bank statements, paid receipts, or vendor statements showing a zero balance.
- ☐ Before-and-after photographs clearly showing the completed improvements.
- ☐ Copies of applicable City permits and final inspection approvals.
- ☐ Documentation demonstrating compliance with the approved Certificate of Appropriateness, when applicable.

V. GRANT RECIPIENT CERTIFICATION

By signing below, the Applicant submitting this form certifies that:

(a) The information provided in this reimbursement request is true, accurate and complete.
(b) The expenses submitted were incurred for improvements authorized under the executed Historic Downtown Incentive Program agreement.
(c) The work and materials included in this request have been completed, received, and paid for in full.
(d) Reimbursement from the City for the same expenses has not been previously received, except as disclosed below.
(e) The completed improvements comply with the approved project scope, applicable City requirements, permits and Certificate of Appropriateness.
(f) I understand that expenses outside the approved scope, expenses lacking sufficient documentation, and expenses incurred outside the authorized project period may be ineligible.
(g) I understand that the City may inspect the property and request additional documentation before approving payment.
(h) I understand that reimbursement is subject to the executed agreement and may not exceed the approved not-to-exceed grant amount.

_____
APPLICANT NAME

_____
SIGNATURE

_____
DATE

EXHIBIT E
SAMPLE COMPLETION LETTER

[Applicant Name]
[Company Name]
[Address]
[City, State ZIP]

Via Email and U.S. Mail

Re: Project Completion and Commencement of Incentive Period

Dear [Applicant Name]:

The City of Hutto ("City") has completed its review of the improvements constructed pursuant to the **Economic Development Incentive Agreement** ("Agreement") dated [Agreement Date] between the City and [Applicant Name] ("Applicant").

Based upon the documentation submitted by the Applicant and the City's inspection and verification of the required improvements, the City hereby determines that the Project has achieved Project Completion, as that term is defined in the Agreement.

Accordingly, pursuant to the Agreement:

1. The Project Completion Date is established as **[Project Completion Date]**.

2. The **Incentive Period** commenced on **[Project Completion Date]** and shall continue for the duration specified in the Agreement, subject to Applicant's continued compliance with all terms and conditions of the Agreement.

This letter serves solely as the City's acknowledgment that the Project has reached Project Completion and that the Incentive Period has commenced. Nothing in this letter shall be construed as a guarantee of reimbursement or as a waiver of any requirement, condition precedent, or obligation contained in the Agreement.

The Applicant should retain this letter with its Agreement records and reference the Project Completion Date when submitting future reimbursement requests.

Should you have any questions regarding this determination or the reimbursement process, please contact Jennifer DeRoeck, Marketing Analyst, at Jennifer.deroeck@huttotx.gov.

We appreciate your investment in the City of Hutto and look forward to the successful operation of your project.

Sincerely,

Jennifer DeRoeck

Marketing Analyst

AGENDA ITEM REPORT
10.5.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2026-161 to approve an Economic Development Incentive Agreement by Price Howell, Tara Howell, Lacie Easley, and between the City of Hutto for Project 611 in alignment with the Historic Downtown Incentive Program to support and encourage redevelopment and investment in properties located in Hutto's Historic District. (Cheney Gamboa)
Meeting:	Thursday, August 6, 2026
Department:	Economic Development /
Staff Contact:	Cheney Gamboa

ITEM SUMMARY:

The Downtown Hutto Incentive Program ("Program") was established by City Council via Ordinance No. O-2026-003 to facilitate the renovation of and improvement to existing historic buildings within the City's Historic Overlay District. The attached Economic Development Incentive Agreement ("Agreement") is for Project 611, located at 611 FM 1660, a residential structure proposing improvements as outlined in the attached backup documentation.

As presented in Executive Session in June, Council directed the incentives contained in the Agreement for approval. Those incentives include:

1. Reimbursement of inspection and permitting fees (Up to 100%; $507.00);

2. Reimbursement of eligible costs incurred in completing facade improvements (Up to 50%; $6,938.76); and

3. Reimbursement of property taxes at set percentages for five (5) years following completion of the Project (see Agreement for percentages and dollar amounts).

The maximum eligible incentive amount is $12,572.70.

FISCAL NOTES:

*The maximum eligible incentive amount totals $12,572.70.

Another item on this agenda is a budget amendment to cover this expenditure.

ATTACHMENTS:

AGENDA ITEM REPORT
10.5.

1. Resolution_Economic Development Incentive Agreement_Project 611_08.06.2026
2. Map_Project 611
3. Project 611 - Hutto Downtown Incentive Program Agreement

RESOLUTION NO. R-2026-###

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING AN ECONOMIC DEVELOMENT INCENTIVE AGREEMENT BETWEEN PRICE HOWELL, TARA HOWELL, LACIE EASLEY AND THE CITY OF HUTTO, TEXAS AND AUTHORIZING THE CITY MANAGER TO EXECUTE T HE ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT; PROVIDING PROPER NOTICE & MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Williamson County, Texas (the "City"), is a home rule city operating under the laws of its Charter and the State and Texas, by and through its duly elected City Council Members; and

WHEREAS, the City Council, via Ordinance No O-2026-003, established and clarified the Downtown Hutto Incentive Program ("Program"); and

WHEREAS, Price Howell, Tara Howell, and Lacie Easley ("Applicants") own a residential home located at 611 FM 1660 ("Property"), within the Historic District who have applied to the Program for economic development incentives; and

WHEREAS, Applicants desire to improve the Property in compliance with the Program and the City desires to facilitate certain economic incentives through the approval of this Economic Development Incentive Agreement.

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

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

SECTION 2: That the Hutto City Council hereby approves and authorizes the City Manager to execute the Economic Development Incentive Agreement, **Attachment 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 5: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 6th of August, 2026, on a vote of ____ AYES; _____ NAYS; and _____ ABSTENTIONS.

(Remainder of page intentionally left blank.)

CITY OF HUTTO, TEXAS:

_____

Mike Snyder, Mayor

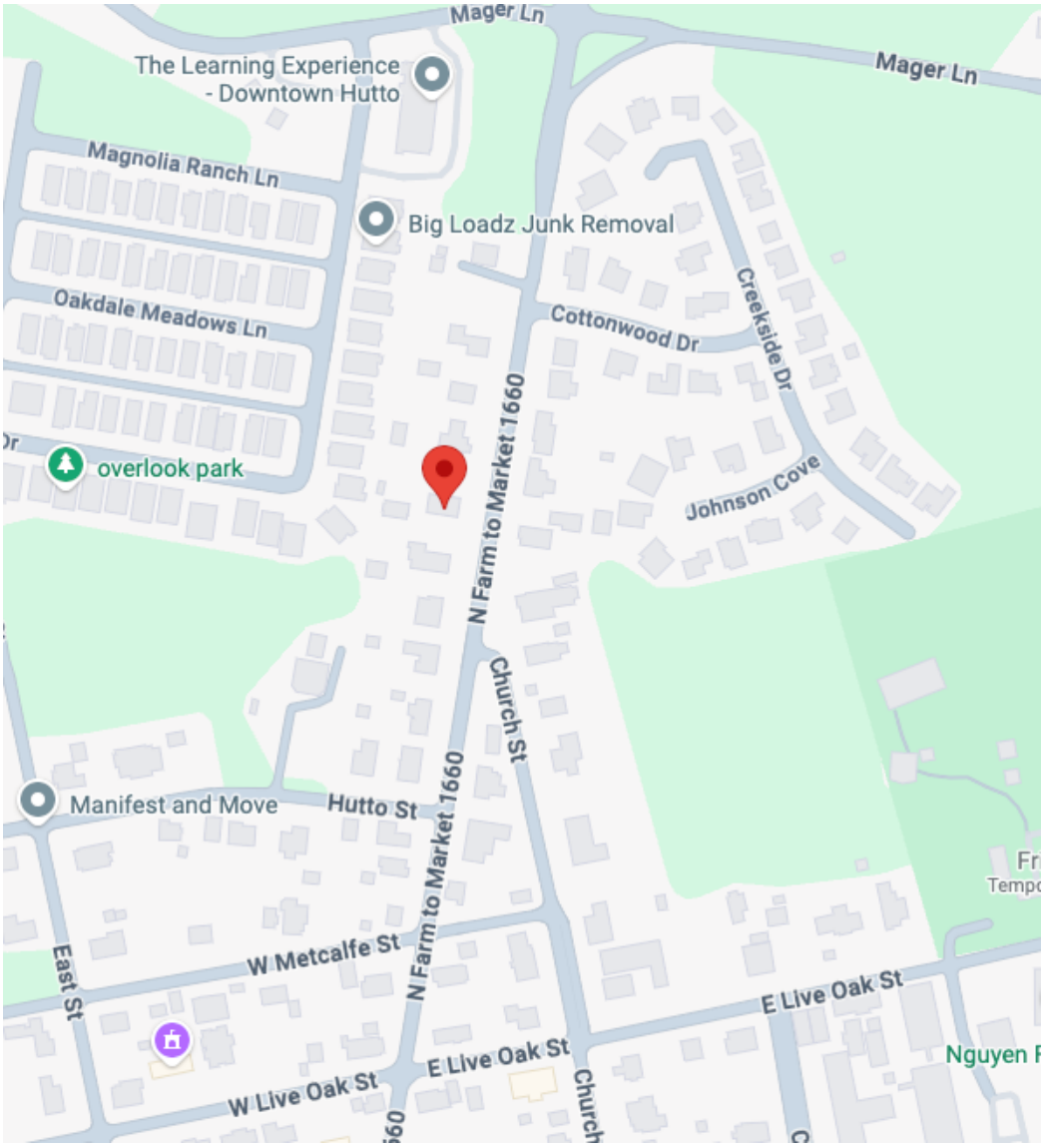
ATTEST:

_____

Laura Hallmark, City Secretary

Map

611 FM 1660 N



ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
DOWNTOWN HUTTO INCENTIVE PROGRAM FOR RESIDENTIAL PROPERTY
PROJECT 611

The City of Hutto, Texas, a home rule municipal corporation ("City") and Price Howell, Tara Howell, and Lacie Easley ("Applicant"), each a "Party" and collectively the "Parties", enter into this Economic Development Incentive Agreement (the "Agreement") pursuant to the Downtown Hutto Incentive Program (the "Program") and authorized by City of Hutto, Texas, Code of Ordinances §1.06.032(a)(1)-(5), for the purpose of encouraging quality renovations of and improvements to existing historic buildings and properties that contribute to the longevity, preservation, and economic vitality of the City's historic downtown in accordance the terms of the Program and applicable City of Hutto code provisions, ordinances, building codes, construction standards, and any other regulation properly adopted by the City, as may be amended.

RECITALS

WHEREAS, the City Council of the City of Hutto ("City Council") passed Ordinance No. O-2026-003, on or about February 19, 2026, amending existing Code of Ordinances to clarify the purpose, intent, authorized incentives, agreements and administration, and present policies and program details related to the Downtown Hutto Incentive Program;

WHEREAS, Applicant owns land and attached improvements located in Williamson County, Texas, within the designated Historic District (as defined herein) of the City of Hutto, as more specifically described in **Exhibit A**, (the "Property');

WHEREAS, Applicant desires to improve the Property by entering into this Downtown Hutto Incentive Agreement to facilitate participation in the Program; and

WHEREAS, the City Council finds that Applicant's participation in the Program will contribute to the longevity, preservation, and economic vitality of the City's historic downtown and shall promote economic development and serve a valid public purpose of the City.

NOW, THEREFORE, the Parties agree as follows:

I. RECITALS

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

II. DEFINITIONS

"Application and Proposed Scope of Work" means the documentation submitted by the Applicant requesting incentives under the Program, including, at a minimum, a description of improvements, a budget of proposed work, and a schedule for completion, attached hereto as **Exhibit B**.

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

"City Manager" means the appointed official or his/her designated agent charged with directing the administration of the City of Hutto.

"Code of Ordinances" means the compilation of authoritative orders, as adopted by City Council, governing activity within and the operations of the City of Hutto.

"Downtown Hutto Incentive Program" means the reimbursement grant program pursuant to City of Hutto Ordinance §1.06.031, facilitating quality renovations of and improvements to existing historic buildings and properties that contribute to the longevity, preservation, and economic vitality of the City's historic downtown in accordance the terms of the Program and applicable City of Hutto code provisions, ordinances, building codes, construction standards, and any other regulation properly adopted by the City, as may be amended.

"Finance Department" means the City department responsible for the administration, management, and oversight of the City's financial operations.

"Historic Downtown" means the Historic Overlay District, as designated as OT5H, on the City of Hutto's zoning map.

"Incentive Period" means the five (5) year period beginning the date of Project Completion, as further detailed in the Completion Letter issued by the City.

"Project" means the authorized project contemplated by this agreement, as more particularly described in **Exhibit C,** *Approved Scope of Work, Budget, and Incentives*.

"Project Budget" means the estimated total cost to complete the Project, as further described in **Exhibit C,** *Approved Scope of Work, Budget, and Incentives*.

"Project Completion" means the date on which the City issues a written letter of project completion to the Applicant, establishing the commencement of the Incentive Period. Completion of a Project may be evidenced by the issuance of a Certificate of Occupancy (if applicable), photos documenting completion, and/or other substantiating documentation as may be requested.

"Property" means the Applicant-owned parcel and any appurtenances located in Williamson County, Texas, as more specifically described in **Exhibit A**.

"Reimbursement Form and Checklist" means the standardized form, attached hereto as **Exhibit D**, identifying the information and substantiating documentation required by the City to verify compliance with the terms of this Agreement and facilitate the release of incentive reimbursement payments in accordance with the terms herein.

"Sample Completion Letter" means the form of written notice, a sample of which is attached hereto as **Exhibit E**, that may be issued by the City upon determining that the Applicant has satisfied the requirements for the Project Completion under this Agreement. This Completion Letter serves as the City's official determination of the Project Completion Date and establishes the commencement of the Incentive Period.

"Unified Development Code" or "UDC" means the City of Hutto's comprehensive code document containing all development-related regulations including, but not limited to, zoning and land use, site and design standards, and historic preservation standards, as may be amended.

III. SCOPE OF AGREEMENT AND PROJECT

3.01 SCOPE OF AGREEMENT

This Agreement contemplates the development of the Project in accordance with the Unified Development Code and any other applicable laws, rules, or regulations. If approved by City Council, this Agreement and its Exhibits shall provide the terms and conditions through which the economic development incentives outlined herein shall be administered.

3.02 SCOPE OF PROJECT

The Applicant shall perform, or cause to be performed, the design and construction of the Project, as further described in **Exhibit C**, in accordance this Agreement, any other final documents approved by the City and the City Council, and all applicable state and local laws, rules, and regulations. Projects shall be completed within twelve (12) months following the execution of this Agreement. Failure to complete the Project within the period described herein may result in, at the discretion of the City, a revocation or reduction in incentive totals.

3.03 TERM OF AGREEMENT

This Agreement shall be effective contingent upon the completion of the following conditions precedent:

(a) The acceptance, approval, and execution of this Agreement by the Applicant;

(b) The approval of this Agreement by the City Council; and

(c) Execution of this Agreement by the City Manager.

This Agreement shall expire, unless otherwise mutually agreed upon by the Parties, upon completion of the Project and the completion of the Incentive Period.

IV. REPRESENTATIONS AND WARRANTIES

4.01 APPLICANT

Applicant warrants and represents the following:

(a) Applicant is the lawful owner of the Property with proper authority to execute this Agreement and perform the obligations presented;

(b) Performance under this Agreement will not result in any breach of or constitute any default under, any agreement or other instrument to which Applicant is a party or by which Applicant may be bound; and

(c) Applicant has not received written notice and has no actual knowledge of any litigation pending or threatened that may adversely affect the Applicant's ability to perform its obligations under this Agreement.

This Agreement constitutes a legal, valid, and binding obligation of the Applicant enforceable in accordance with its terms.

4.02 CITY

The City warrants and represents the following:

(a) The City is a municipal corporation with full right and authority to enter into this Agreement and perform the obligations presented; and

(b) Performance under this Agreement will not result in any breach of or constitute any default under, any agreement or other instrument to which the City is a party or by which the City may be bound.

This Agreement constitutes a legal, valid, and binding obligation of the City enforceable in accordance with its terms.

V. ECONOMIC DEVELOPMENT INCENTIVES

5.01 DEVELOPMENT INSPECTION AND PERMITTING FEES REIMBURSEMENT (UP TO 100%)

(a) Applicant may, in accordance with City of Hutto Code of Ordinances §1.06.032(a)(5), pursue reimbursement for up to one hundred percent (100%) of

costs incurred for City of Hutto permitting and development inspections required to complete the Project.

(i) Permit fees eligible for reimbursement may include, but are not limited to, the following:

1. Residential Master Plan Submittal;
2. Residential remodel; and/or
3. Demolition.

(ii) Inspection fees eligible for reimbursement may include, but are not limited to, the following:

1. Building;
2. Mechanical;
3. Drainage;
4. Erosion control;
5. Plumbing;
6. Electrical; and/or
7. Fire.

(iii) Other development fees that may include, but are not limited to, the following:

1. Certificate of Appropriateness.

(b) Applicant reimbursement under this Section 5.01 shall not exceed the following:

Not to Exceed Grant Amount
$507.00 (Five Hundred and Seven Dollars and Zero Cents)

5.02 FAÇADE IMPROVEMENT GRANT

Applicant may, in accordance with City of Hutto Code of Ordinances §1.06.032(a)(4), pursue reimbursement for up to fifty percent (50%) of eligible costs incurred in completing the Project. Reimbursement costs shall not exceed the amount established herein.

Total Estimated Project Costs	Not to Exceed Grant Amount
$13,877.52	**$6,938.76**

5.03 PROPERTY TAX REIMBURSEMENT

(a) Applicant may, upon completion of the Project and in accordance with City of Hutto Code of Ordinances §1.06.032(a)(1), seek property tax reimbursement for up to five (5) taxable years in accordance with the following:

Incentive Year	Property Tax Reimbursement	Estimated Reimbursement Amount
Y1	100%	$1,432.98
Y2	80%	$1,203.70
Y3	50%	$789.93
Y4	50%	$829.43
Y5	50%	$870.90

All reimbursement incentives are subject to the terms and conditions provided in Article VI, below.

(b) Applicant, as owner of the property, must maintain the property as a primary residence for the duration of the Incentive Period in order to receive the incentive(s) outlined herein.

(c) The City shall issue, within sixty (60) calendar days from receiving proof of payment, property tax reimbursements in accordance with this Agreement.

(d) Applicant shall submit all documentation required to receive a property tax reimbursement before payment of the property taxes for the subsequent tax year. The City shall not issue reimbursement payments for more than one reimbursement year at a time. Failure by the Applicant to timely submit the required documentation shall constitute a waiver of the Applicant's right to receive the applicable reimbursement for that year. In such case, the Agreement will not be extended to include an additional year.

VI. INCENTIVE PROCEDURES

6.01 REIMBURSEMENT REQUESTS

(a) Applicant shall submit reimbursement requests related to renovation and restoration costs as approved in this Agreement no later than sixty (60) business days following Project Completion.

(b) Reimbursement requests submitted by the Applicant shall be supported by the Completion Letter, actual receipts, cancelled checks, completion photos, and/or other such documentation that, in the judgment of the Economic Development Department and/or Finance Department, allows for the full substantiation of costs incurred. The Economic Development Department and/or Finance Department reserves the right to request additional documentation prior to the release of funds associated with any reimbursement grant under this Agreement.

(c) Reimbursement requests shall be submitted to the following:

Attn: Director of Finance
c/o: Director of Economic Development
City of Hutto Finance Department
500 W. Live Oak Street
Hutto, TX 78634

6.02 REIMBURSEMENT(S) APPROVAL

No grant funds shall be disbursed nor incentive reimbursements provided unless and until the City has reviewed and provided final written approval of the said request. The City reserves the right to verify the completion of eligible improvements, review all supporting documentation, confirm compliance with the terms and conditions of this Agreement, and determine eligibility of submitted expenses prior to releasing incentive funds. Submission of a reimbursement request does not guarantee payment and the City may deny, reduce, or delay reimbursement for any request determined to be incomplete, noncompliant, or inconsistent with the approved Program guidelines or requirements.

VII. RECAPTURE

7.01 Applicant agrees that the occurrence of any of the following events during the Incentive Period shall constitute a failure which requires the repayment of all incentives provided to Applicant:

(a) Applicant becomes insolvent, files a petition for bankruptcy (voluntarily or, if involuntarily, such petition is not dismissed within sixty (60) calendar days after filing) or similar proceedings or is adjudged bankrupt;

(b) Applicant fails to provide, at the discretion of the City, sufficient documentation to support any individual incentive as required in this Agreement;

(c) Applicant fails to perform any obligation under this Agreement;

(d) Applicant fails to maintain his/her primary residence at the Property for the duration of the Incentive Period;

(e) Applicant does not retain ownership of the Property for the duration of the Incentive Period; and/or

(f) Applicant fails to meet any deadline required under this Agreement.

VIII. MISCELLANEOUS

8.01 NOTICES

The provision of notice, as may be required under this Agreement shall be deemed delivered when deposited either in the United States mail (postage paid, certified, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate parties below.

Applicant
Price Howell, Tara Howell, and Lacie Easley
611 N. FM 1660
Hutto, TX 78634

City
The City of Hutto
Attn: City Manager
500 West Live Oak Street
Hutto, TX 78634

With copy to:
Bojorquez Law Firm, PC
Attn: Alan Bojorquez, City Attorney
11675 Jollyville Road, Suite 300
Austin, Texas 78759
Email: alan@texasmunicipallaywers.com

8.02 ASSIGNMENT

The Parties must not assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other. Any attempted assignment, transfer, or delegation in violation of this provision is void and without effect.

Applicant may not assign its rights under this Agreement to any party that:

(a) Is delinquent taxes or fees to the City;

(b) Is in material default under any development or financing agreement with the City; or

(c) Lacks, in the discretion of the City and/or City Council, the experience, expertise, and the financial capacity and ability to perform the duties or obligations assigned under this Agreement; or

(d) Is unable to certify compliance with all of the requirements presented herein.

Applicant shall provide the City with written notice of an intent to assign. The City shall have thirty (30) business days to review the intent to assign and issue an approval or denial. Assignment decisions are final.

8.03 AMENDMENT

This Agreement may be amended only by the mutual written agreement of the Parties. The Parties understand and agree that all amendments are subject to final approval by the City Council.

8.04 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Applicant and the City. To the maximum extent permitted under the law, no terms shall be implied by operation of law or otherwise. This Agreement shall supersede all previous communications, representations, or agreements, either oral or written, as to the subject matter herein.

8.05 FORCE MAJEURE

Except as otherwise provided herein, an equitable adjustment shall be made for delay or failure in performing if such delay or failure is caused by conditions beyond the Party's reasonable control. Events of Force Majeure include, but are not limited to, the following:

(a) Acts of God;

(b) Extreme weather events;

(c) Pandemics or similar occurrences;

(d) Orders or acts of civil or military authority; or

(e) Riots or acts of terrorism.

8.06 GOVERNING LAW AND VENUE

This Agreement, and all rights and obligations of the Parties hereto, shall be governed by and construed in accordance with the laws of the State of Texas, exclusive of conflict of

law provisions. Venue of any suit brought under this Agreement shall be in a court of competent jurisdiction in Williamson County, Texas. Parties irrevocably waive any objection to personal jurisdiction on *forum non conveniens*.

8.07 SEVERABILITY AND WAIVER

In the event that any provision of this Agreement is deemed illegal, invalid, or unenforceable, it is the intent of the Parties that the remainder of this Agreement shall not be affected. The failure by either Party to enforce any term or provision of this Agreement shall not be a waiver of rights.

8.08 SURVIVAL

The following sections and provisions shall survive expiration, termination, or rescission of this Agreement: Indemnification, Claims and Release, and Liabilities of City Employees.

8.09 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute one and the same Agreement.

8.10 CONSIDERATION

This Agreement is executed by and between the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

8.11 RESERVATION OF RIGHTS

Each Party reserves all rights, privileges, and immunities available under applicable laws to the extent that those right, privileges, and immunities are not inconsistent with the terms of this Agreement.

8.12 LIABILITIES OF CITY EMPLOYEES

To the extent permitted by State law, neither the City, any City agent or representative, nor any public official or employee shall be personally responsible for any liability arising under or related to this Agreement. This Agreement imposes no personal liability upon the City, any of its officers, employees, or agents.

8.13 MUTUAL ASSISTANCE

The City and Applicant shall do all things reasonably necessary and appropriate to perfect the terms of this Agreement including, but not limited to, aiding and assisting each other in carrying out such terms and provisions to render each Party in the economic condition contemplated by this Agreement.

8.14 CLAIMS AND RELEASE

(a) Claims. If the City notifies Applicant of any third-party claim related to the subject matter of this Agreement and obligations of the City, Applicant shall assume on behalf of the City and conduct with due diligence and in good faith the investigation and defense thereof and the response thereto with counsel selected by Applicant but

reasonably satisfactory to the City; provided, that City has the right to be represented by advisory counsel of their own selection and at their own expense; and provided further, that if any such claim involves Applicant and the City and the City has been advised in writing by counsel that there may be legal defenses available to it which are inconsistent with those available to Applicant, then City has the right to select separate counsel to participate in the investigation and defense of and response to such Claim on City's own behalf, and Applicant shall pay or reimburse the City for all reasonable legal fees and costs incurred by the City because of the selection of such separate counsel.

(b) Release. Applicant hereby releases the City with respect to all claims regarding any alleged, established or admitted negligent or wrongful act or omission of the City, or any agents, contractors, representatives or employees of the City, INCLUDING ALL CLAIMS CAUSED BY THE NEGLIGENCE OR STRICT LIABILITY OF THE CITY but excluding claims to the extent caused by the gross negligence or willful misconduct of the City.

8.15 EVENTS OF DEFAULT

(a) No Party shall be in default under this Agreement until notice reasonably detailing the nature of the alleged failure has been provided. A Party alleged to be in default under this Agreement shall have thirty (30) business days to cure such alleged failure (the "Cure Period").

(b) If a Party remains in default beyond the Cure Period, the aggrieved Party may seek relief available at law or in equity including, but not limited to, relief provided under the Uniform Declaratory Judgments Act found at Chapter 37 of the Texas Civil Practice and Remedies Code, specific performance, mandamus, and injunctive relief. Notwithstanding, however, no default under this Agreement shall:

(i) Entitle the aggrieved Party to terminate this Agreement;

(ii) Adversely affect or impair the current or future obligations of the City to provide applicable utility service or any other necessary service to the Project;

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

(iv) Reduce the term of the Agreement.

(c) In the event of any legal action or proceeding to enforce the provisions of this Agreement and recover damages for breach, the Parties agree to pay their own respective attorney's fees and expenses incurred by reason of such action.

8.16 INDEMNIFICATION

APPLICANT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL THIRD PARTY SUITS AND/OR CLAIMS, WHETHER THREATENED, ANTICIPATED, OR ASSERTED, INCLUDING, WITHOUT

LIMITATION, REASONABLE ATTORNEY'S FEES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF APPLICANT'S NEGLIGENCE OR OTHER WRONGFUL CONDUCT, INCLUDING THE NEGLIGENCE OF APPLICANT'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIALMEN, AND AGENTS OCCURRING DURING THE PERFORMANCE OF ANY WORK REQUIRED BY OR RELATED TO THIS AGREEMENT.

8.17 EXHIBITS

EXHIBIT A – LEGAL DESCRIPTION OF THE PROPERTY
EXHIBIT B – APPLICATION AND PROPOSED SCOPE OF WORK
EXHIBIT C – APPROVED SCOPE OF WORK, BUDGET, AND INCENTIVES
EXHIBIT D – REIMBURSEMENT FORM AND CHECKLIST
EXHIBIT E – SAMPLE COMPLETION LETTER

[SIGNATURE PAGE TO FOLLOW]

THE CITY OF HUTTO

By:_____
Name: James R. Earp, CPM
Title: City Manager

ATTEST:

_____
Laura Hallmark, Secretary

APPLICANT:

PRICE HOWELL

By: _____
Name: Price Howell
Title: Applicant

THE STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2026, by Price Howell, Applicant.

_____
Notary Public in and for the State of Texas

APPLICANT:

TARA HOWELL

By: _____
Name: Tara Howell
Title: Applicant

THE STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2026, by Tara Howell, Applicant.

_____
Notary Public in and for the State of Texas

APPLICANT:

LACIE EASLEY

By: _____
Name: Lacie Easley
Title: Applicant

THE STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2026, by Lacie Easley, Applicant.

_____
Notary Public in and for the State of Texas

EXHIBIT A – LEGAL DESCRIPTION OF THE PROPERTY

Williamson County Appraisal District Parcel #R357702

S3826 – Hutto City Of, Block A, Lot 3, ACRES 0.48

HISTORIC DOWNTOWN INCENTIVE PROGRAM APPLICATION

1. Applicant Information

- Applicant Name: Tara Howell
- Business Name (if applicable):
- Mailing Address: 611 N FM 1660
- Phone Number: 512-903-6258
- Email Address: tara.velasquez@gmail.com
- Property Owner Name (if different):
- Property Address: 611 N FM 1660
- Williamson County Appraisal District Property ID: R357702

2. Incentive(s) Requested

Check all that apply:

- ☐ Façade Improvement Reimbursement Grant
- ☐ Property Tax Reimbursement
- ☐ Property Tax Freeze
- ☐ Sales Tax Reimbursement
- ☐ Development Inspections and Permitting Reimbursement
- ☐ Other Chapter 380 Incentive (describe): _____

Requested Incentive Amount (if applicable): ____$13,877.52_____

3. Project Description

Provide a detailed description of the proposed project, including:

- Existing conditions of the structure;
- Scope of work and proposed improvements;
- Historic features to be preserved or restored;
- How the project supports the goals of the Historic Downtown Incentive Program.

(Attach additional pages if necessary.)

4. Historic Status and Required Approvals

Indicate all that apply and attach supporting documentation:

- ☐ Property is a designated local historic landmark
- ☐ Property is listed on the State Registry of Historic Places

- ☐ Property is located within a locally designated historic district
- ☐ Property is not designated but is contributing to the Historic Downtown area

The following approvals may be required prior to incentive disbursement, depending on the nature of the project and incentive requested:

- Approval from the Hutto Historic Preservation Commission (HPC)
- Certificate of Appropriateness (COA), if required by City ordinance
- Review or confirmation of listing by the Texas Historical Commission for properties on the State Registry of Historic Places
- All required building permits and inspections

5. Approved Building Materials and Design Standards

All improvements must utilize durable, high-quality materials consistent with historic preservation best practices and applicable design guidelines. Approved materials may include, but are not limited to:

Structural Framing and Foundation

- Steel support structures
- Foundation replacement
- Foundation leveling and repair

Exterior Walls and Façades

- Brick, stone, or masonry compatible with the original structure
- Fiber-cement siding designed to replicate historic profiles
- Historically appropriate wood siding or trim

Windows and Doors

- Wood or aluminum-clad wood windows with true or simulated divided lights
- High-quality metal or wood doors consistent with historic character

Roofs and Awnings

- Standing-seam metal roofing
- Architectural-grade shingles
- Canvas or metal awnings consistent with historic storefront design

Finishes and Details

- Paint colors compatible with approved historic palettes
- Energy-efficient lighting fixtures with historic styling
- Signage compliant with Downtown and historic sign regulations

Substitutions or alternative materials may be considered upon approval by the Historic Preservation Commission and City staff.

6. Project Budget and Timeline

Attach a detailed project budget, including:

- Cost estimates or contractor bids;
- Identification of eligible versus ineligible costs;
- Sources and uses of funds.

Proposed Start Date: __7/1/26_____

Proposed Completion Date: ____9/1/26_____

7. Required Documentation Checklist

The following documents must be submitted with this application, as applicable:

- ☐ Completed application form
- ☐ Proof of property ownership or owner authorization
- ☐ Site plan, elevations, and construction drawings
- ☐ Photographs of existing conditions
- ☐ Contractor bids or cost estimates
- ☐ Historic designation documentation (if applicable)
- ☐ Certificate of Appropriateness (if required)
- ☐ HPC approval letter or meeting minutes (if applicable)
- ☐ Evidence of State Registry listing or eligibility (if applicable)
- ☐ Any additional documentation requested by City staff

8. Review and Approval Process

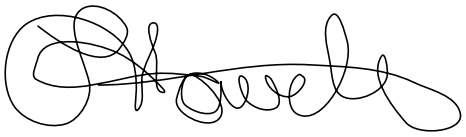
1. Application submission to City staff.
2. Staff review for completeness and eligibility.
3. Referral to the Hutto Historic Preservation Commission, if required.
4. Review by City Council for incentives requiring Council approval.
5. Execution of incentive or Chapter 380 agreement.
6. Issuance of building permits and commencement of work.

9. Applicant Certifications

By signing below, the applicant certifies that:

- All information provided is true and correct;
- No work has commenced prior to required approvals unless expressly authorized;

- The applicant agrees to comply with all applicable City ordinances, policies, and agreement terms.

Applicant Signature: ____  _____ Date: ___4/20/26____

Property Owner Signature (if different): _____ Date: _____

Historic District Improvement Application

We are applying for reimbursement for the following improvements for our historic home located in Old Town Hutto.

Facade improvements Grant work:

- Paint and resealing. The house was painted prior to our purchase however, the paint has had significant wear and is showing deteriorations that are creating issues with the soundness of the siding at present time. If left untreated these deficits will continue to deteriorate and cause larger overall harm to the facade of the property. We are asking for approval for the following color palette from Sherwin Williams:
    - SW 9177- Salty Dog
    - SW 9543- Gypsum
    - SW 6991- Black Magic

  Please see attached rendering. Although these colors are not found on the currently approved palette, they are historically accurate and do mirror the palette of the old Hutto Bible Church building.

- We will also need some repair work beyond the paint and seal to repair the current damage to the existing wood siding. The repairs will be “in kind” repairs utilizing wood siding of the same style. Please see attached product from Lowes. Most of the repairs will be minor at this time HOWEVER (much like a car repair) once the areas that need repair begin, a change order may be necessary. Estimates provided by contractors for the facade improvements are for labor only, the amount requested reflects estimated cost of goods.

HISTORIC DOWNTOWN INCENTIVE PROGRAM
APPROVED SCOPE OF WORK, BUDGET, AND INCENTIVES
PROJECT 611

I. APPLICANT INFORMATION

Applicant Name	Tara Howell
Property Owner	Howell, Price and Tara & Easley, Lacie
Property Address	611 N FM 1660, Hutto, TX 78634
Existing Property Use	Single-Family Residential
Proposed Property Use	Existing Residential Use to Remain
Historic Designation Status	Contributing Structure within Historic Downtown Area
COA Required	Yes - Approved by HPC on May 27, 2026

II. SCOPE OF WORK

The applicant is proposing exterior façade improvements to a contributing historic residential structure located within the Historic Downtown District. Improvements are intended to preserve the historic character of the property while restoring visible exterior deterioration impacting the long-term integrity and appearance of the structure.

The project includes exterior painting and resealing, repair of deteriorated wood siding utilizing materials consistent with the existing historic character of the home, and exterior trim repairs necessary to address weathering and deterioration. Proposed improvements are intended to protect the structure from further damage, preserve historic architectural features, and improve the overall appearance of the property along a highly visible corridor within Downtown Hutto.

The project supports the goals of the Historic Downtown Incentive Program by encouraging reinvestment, preserving neighborhood character, improving visible exterior conditions, and supporting the continued revitalization of the Historic Downtown District.

Addition details regarding the Scope of Work are contained in Article IV, herein.

III. BUDGET

A) TOTAL PRIVATE INVESTMENT

Façade Improvement	Approximate Cost
Exterior Paint Labor	$9,000.00
Exterior Paint Materials	$2,237.30
Exterior Trim and Siding Repair	$2,400.84
Wood Siding Materials	$239.38
Total Façade Improvement Costs	**$13,877.52**
Development Inspection & Permit	Approximate Cost
COA Permit Application fee	**$507.00**
Total Private Investment	**$14,384.52**

B) APPROVED INCENTIVES

Facade Improvement Reimbursement Grant *50% of private investment total	$6,938.76
Property Tax Reimbursement *Five-year term; See Table 1	$5,126.94
Development Inspection & Permit Reimbursement	$507.00
Maximum Eligible Incentive Amount:	**$12,572.70**

***Reimbursement shall not exceed the amount listed above and remains subject to review and approval by the City of Hutto in accordance with the Economic Development Incentive Agreement.**

Table 1. Property Tax Reimbursement Breakdown

	Tax Reimbursement Y1: 100%	Tax Reimbursement Y2: 80%	Tax Reimbursement Y3: 50%	Tax Reimbursement Y4: 50%	Tax Reimbursement Y5: 50%	**Total Amounts**
Paid	$1,432.98	$1,504.63	$1,579.86	$1,658.85	$1,741.80	
Reimbursed	$1,432.98	$1,203.70	$789.93	$829.43	$870.90	**$5,126.94**
Remainder to City	$0	$300.93	$789.93	$829.43	$870.90	$2,791.18

*Calculations based on 5% tax increase year over year.

EXHIBIT D
REIMBURSEMENT REQUEST FORM AND CHECKLIST

Submission instructions: Complete this form and attach all required supporting documentation. Submission does not guarantee reimbursement. All expenses are subject to verification for eligibility and compliance with the executed incentive agreement.

I. APPLICANT AND PROJECT INFORMATION

Applicant Name:	Approved Façade Grant Amount:
Applicant Primary Address:	Project Completion Deadline:
Mailing Address (if different from primary):	Agreement Effective Date:
City, State and ZIP Code:	Executed Agreement Attached: ☐ Yes ☐ No ☐ On File

II. REIMBURSEMENT SUMMARY

The total amount reimbursed by the City may not exceed the amount authorized in the correlating incentive agreement.

Total Approved Grant Award	$
Reimbursement Requested	$

III. EXPENSE DETAIL

List each expense included in this request. Attach an additional expense sheet if necessary.

Invoice Date	Vendor / Contractor	Description of Work or Materials	Invoice Amount	Amount Paid by Recipient	Reimbursement Requested
				Total Expenses Submitted	**$**
				Total Reimbursement Requested	**$**

IV. REQUIRED SUPPORTING DOCUMENTATION CHECKLIST

The below-listed documentation checklist is designed to aid the Applicant in providing the necessary substantiating documentation required to facilitate reimbursement under the correlating Incentive Agreement. This list is not exhaustive and the City of Hutto reserves the right to request additional documentation, as needed.

- ☐ Copies of itemized invoices from contractors, vendors or suppliers.
- ☐ Proof that each submitted expense has been paid in full, such as processed checks, credit card or bank statements, paid receipts, or vendor statements showing a zero balance.
- ☐ Before-and-after photographs clearly showing the completed improvements.
- ☐ Copies of applicable City permits and final inspection approvals.
- ☐ Documentation demonstrating compliance with the approved Certificate of Appropriateness, when applicable.

V. GRANT RECIPIENT CERTIFICATION

By signing below, the Applicant submitting this form certifies that:

(a) The information provided in this reimbursement request is true, accurate and complete.
(b) The expenses submitted were incurred for improvements authorized under the executed Historic Downtown Incentive Program agreement.
(c) The work and materials included in this request have been completed, received, and paid for in full.
(d) Reimbursement from the City for the same expenses has not been previously received, except as disclosed below.
(e) The completed improvements comply with the approved project scope, applicable City requirements, permits and Certificate of Appropriateness.
(f) I understand that expenses outside the approved scope, expenses lacking sufficient documentation, and expenses incurred outside the authorized project period may be ineligible.
(g) I understand that the City may inspect the property and request additional documentation before approving payment.
(h) I understand that reimbursement is subject to the executed agreement and may not exceed the approved not-to-exceed grant amount.

_____
APPLICANT NAME

_____
SIGNATURE

_____
DATE

EXHIBIT E
SAMPLE COMPLETION LETTER

[Applicant Name]
[Company Name]
[Address]
[City, State ZIP]

Via Email and U.S. Mail

Re: Project Completion and Commencement of Incentive Period

Dear [Applicant Name]:

The City of Hutto ("City") has completed its review of the improvements constructed pursuant to the **Economic Development Incentive Agreement** ("Agreement") dated [Agreement Date] between the City and [Applicant Name] ("Applicant").

Based upon the documentation submitted by the Applicant and the City's inspection and verification of the required improvements, the City hereby determines that the Project has achieved Project Completion, as that term is defined in the Agreement.

Accordingly, pursuant to the Agreement:

1. The Project Completion Date is established as **[Project Completion Date]**.

2. The **Incentive Period** commenced on **[Project Completion Date]** and shall continue for the duration specified in the Agreement, subject to Applicant's continued compliance with all terms and conditions of the Agreement.

This letter serves solely as the City's acknowledgment that the Project has reached Project Completion and that the Incentive Period has commenced. Nothing in this letter shall be construed as a guarantee of reimbursement or as a waiver of any requirement, condition precedent, or obligation contained in the Agreement.

The Applicant should retain this letter with its Agreement records and reference the Project Completion Date when submitting future reimbursement requests.

Should you have any questions regarding this determination or the reimbursement process, please contact Jennifer DeRoeck, Marketing Analyst, at Jennifer.deroeck@huttotx.gov.

We appreciate your investment in the City of Hutto and look forward to the successful operation of your project.

Sincerely,

Jennifer DeRoeck

Marketing Analyst

AGENDA ITEM REPORT
10.6.

To:	City Council
Subject:	Consideration and possible action on Ordinance No. O-2026-034 amending the FY 2026 budget for expenditures of the City's General Fund and Economic Development Corporation. (Alberta Barrett)
Meeting:	Thursday, August 6, 2026
Department:	Finance /
Staff Contact:	Alberta Barrett

ITEM SUMMARY:

This agenda item requests a budget amendment as follows:

General Fund

Revenues

No change.

Expenditures

- The proposed amendment increases the Economic Development & Convention "Downtown/Historical Facade Grants" line item by $10,700 for a total expense of $20,700 for expenditures related to facade grants.

The proposed amendments will decrease the budgeted ending fund balance by $10,701, resulting in a budgeted ending fund balance of $10,904,059.

Economic Development Corporation

Revenues

- The proposed amendment decreases budgeted land sales by $30,108,761. Of three budgeted land sales by the corporation this fiscal year, one occurred, one sale has shifted to a future fiscal year, and the final sale did not materialize.

Expenditures

The proposed amendment increases the "sponsorships and community outreach" line item by $1,500 for a sponsorship at the Texas-Korea Summit, a Hutto area chamber event and a table at the Williamson County Economic Development Partnership luncheon.

The proposed amendments will decrease the budgeted ending fund balance by $30,110,261, resulting in a budgeted ending fund balance of $10,183,855.

FISCAL NOTES:

The proposed amendment would have the following effect on the General Fund:

- Expenditures increase by $10,701 for downtown/historical facade grant raising this budgeted line item to $20,701.
- A net decrease of $10,701 to the fund balance resulting in an estimated ending fund balance of $10,904,059.

The proposed amendment would have the following effect on the Economic Development Corporation:

- Revenues decrease by $30,108,761 in "other revenues", decreasing this line to $7,971,893
- Expenditures increase by $1,500 in "sponsorships and community outreach", increasing this line to $53,150
- A net decrease of $30,109,761 to the fund balance resulting in an estimated ending fund balance of $10,183,855.

ATTACHMENTS:

1. Proposed O-2026-xxx Budget Amendment
2. Exhibit A - Budget 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:

General Fund (10)
Economic Development (35)

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 6th day of August, 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

	General Fund (Fund 10)	Original Budget	Current Budget	Amendment	Revised Budget	Notes
Expenditures						
Economic Development						
10-030-006-6563	Downtown/Historical Façade Grants	10,000	10,000	10,701	20,701	Increase for incentive agreements for Downtown
	Expenditures			**10,701**		
	Net Increase (Decrease)			**(10,701)**		

	Economic Development Corporation (Fund 35)	Original Budget	Current Budget	Amendment	Revised Budget	Notes
Revenues						
35-5099	Other Revenue	38,080,654	38,080,654	(30,108,761)	7,971,893	To reduce budgeted land sale revenue to projected totals
	Revenues			**(30,108,761)**		
Expenditures						
35-500-008-6558	Sponsorships/Community Outreach	51,650	51,650	1,500	53,150	Increase for Texas-Korea Summit sponsorship, table at Williamson County Economic Development Partnership luncheon
	Expenditures			**1,500**		
	Net Increase (Decrease)			**(30,110,261)**		

Budget Amendments by Division				
Description	Adopted Budget	Current Budget	Amendment	Revised Budget
General Fund Operating (10)				
Budgeted Beginning Fund Balance	8,133,953	10,614,252		10,614,252
Revenues				
Property Taxes	14,504,924	15,189,073		15,189,073
Sales Taxes	11,201,255	10,827,151		10,827,151
Franchise Fees	1,550,259	1,550,259		1,550,259
Permits & Licenses	4,834,300	4,751,415		4,751,415
Intergovernmental Revenue	-	-		-
Charges for Services	396,800	396,800		396,800
Fines	732,147	132,147		132,147
Interest Earned	535,000	535,000		535,000
Other Revenues	654,300	657,411		657,411
Other Financing Sources	7,500	7,500		7,500
Drainage Fees	690,000	690,000		690,000
Transfers In from Other Funds	775,168	775,168		775,168
Total Revenues	**35,881,653**	**35,511,924**	**-**	**35,511,924**
Expenditures				
Administration				
Personnel	789,730	789,560		789,560
Supplies	10,720	11,867		11,867
Contractual Services	500	540		540
General	72,843	71,656		71,656
Total Administration	**873,793**	**873,623**	**-**	**873,623**
City Council				
Personnel	73,915	73,915		73,915
Supplies	10,950	10,950		10,950
Contractual Services	273,100	273,100		273,100
General	580,645	580,645		580,645
Total City Council	**938,610**	**938,610**	**-**	**938,610**
Legal				
Contractual Services	840,042	840,042		840,042
Total Legal	**840,042**	**840,042**	**-**	**840,042**
Human Resources				
Personnel	524,408	450,278		450,278
Supplies	45,935	42,980		42,980
Contractual Services	118,139	148,524		148,524
General	30,572	31,561		31,561
Total Human Resources	**719,054**	**673,343**	**-**	**673,343**

Administrative Services

Administrative Services	**Finance**				
	Personnel	1,443,748	1,416,890		1,416,890
	Supplies	3,400	11,620		11,620
	Contractual Services	315,632	319,329		319,329
	General	63,722	64,022		64,022
	Total Finance	**1,826,502**	**1,811,861**	**-**	**1,811,861**
	Municipal Court				
	Personnel	517,964	518,043		518,043
	Supplies	2,800	2,800		2,800
	Contractual Services	55,700	55,700		55,700
	General	91,808	91,808		91,808
	Total Municipal Court	**668,272**	**668,351**	**-**	**668,351**
Development & Infrastructure	**Economic Development**				
	Personnel	394,999	394,840		394,840
	Supplies	9,514	9,514		9,514
	Contractual Services	10,040	10,040		10,040
	General	31,222	31,222	10,701	41,923
	Total Economic Development	**445,775**	**445,614**	**10,701**	**456,315**
	Development Services				
	Personnel	1,399,839	1,228,128		1,228,128
	Supplies	8,800	13,451		13,451
	Maintenance	53,150	48,499		48,499
	Contractual Services	313,600	313,800		313,800
	General	26,745	26,545		26,545
	Total Development Services	**1,802,134**	**1,630,423**	**-**	**1,630,423**
	Engineering				
	Personnel	1,509,381	1,336,810		1,336,810
	Supplies	11,300	5,600		5,600
	Contractual Services	31,203	73,703		73,703
	General	21,530	12,230		12,230
	Total Engineering	**1,573,414**	**1,428,343**	**-**	**1,428,343**
	Fleet Maintenance				
	Personnel	207,577	208,283		208,283
	Supplies	3,291	3,291		3,291
	Maintenance	133,297	133,297		133,297
	Contractual Services	8,720	8,720		8,720
	General	2,000	2,000		2,000
	Total Fleet Maintenance	**354,885**	**355,591**	**-**	**355,591**

Development & Infrastructure	**Facility Maintenance**				
	Personnel	222,312	235,147		235,147
	Supplies	22,171	24,771		24,771
	Maintenance	269,112	269,112		269,112
	Contractual Services	127,452	127,452		127,452
	General	3,250	650		650
	Total Facility Maintenance	**644,297**	**657,132**	**-**	**657,132**
	Construction Inspection				
	Personnel	704,404	689,067		689,067
	Supplies	29,531	29,532		29,532
	Contractual Services	65,370	65,570		65,570
	General	8,615	8,415		8,415
	Total Construction Inspection	**807,920**	**792,584**	**-**	**792,584**
	Streets & Drainage				
	Personnel	1,082,077	1,071,678		1,071,678
	Supplies	148,087	157,365		157,365
	Maintenance	2,408,500	2,399,222		2,399,222
	Contractual Services	475,255	475,255		475,255
	General	411,413	411,413		411,413
	Total Streets & Drainage	**4,525,332**	**4,514,933**	**-**	**4,514,933**
Strategic Operations	**Police**				
	Personnel	8,696,762	8,655,448		8,655,448
	Supplies	594,825	585,264		585,264
	Maintenance	86,325	78,839		78,839
	Contractual Services	2,060,507	2,069,406		2,069,406
	General	234,876	195,026		195,026
	Capital Outlay	-	48,000		48,000
	Total Police	**11,673,295**	**11,631,982**	**-**	**11,631,982**
	Emergency Management				
	Personnel	311,402	296,282		296,282
	Supplies	12,988	12,642		12,642
	Contractual Services	37,207	37,554		37,554
	General	9,200	9,200		9,200
	Total Emergency Management	**370,797**	**355,678**	**-**	**355,678**
	Strategic Operations Administration				
	Personnel	275,769	275,744		275,744
	Supplies	350	350		350
	Total Strategic Operations Administration	**276,119**	**276,094**	**-**	**276,094**

Strategic Operations	**City Secretary**				
	Personnel	288,215	288,167		288,167
	Supplies	560	433		433
	Contractual Services	151,361	184,401		184,401
	General	5,900	5,987		5,987
	Total City Secretary	**446,036**	**478,988**	**-**	**478,988**
	Communications				
	Personnel	428,741	428,661		428,661
	Supplies	1,671	1,671		1,671
	Contractual Services	88,533	87,793		87,793
	General	10,635	11,375		11,375
	Total Communications	**529,580**	**529,500**	**-**	**529,500**
	Information Technology				
	Personnel	679,773	654,984		654,984
	Supplies	27,159	28,168		28,168
	Contractual Services	995,012	1,023,012		1,023,012
	General	11,508	11,508		11,508
	Total Information Technology	**1,713,452**	**1,717,672**	**-**	**1,717,672**
Community Services	**Community Services Administration**				
	Personnel	393,470	393,426		393,426
	Supplies	5,100	5,100		5,100
	General	1,100	1,100		1,100
	Total Community Services Administration	**399,670**	**399,626**	**-**	**399,626**
	Library				
	Personnel	671,757	661,507		661,507
	Supplies	64,525	63,516		63,516
	Contractual Services	6,300	6,300		6,300
	General	19,060	22,171		22,171
	Total Library	**761,642**	**753,494**	**-**	**753,494**
	Parks & Recreation				
	Personnel	1,248,667	1,228,414		1,228,414
	Supplies	231,985	260,445		260,445
	Maintenance	119,900	134,950		134,950
	Contractual Services	391,395	392,495		392,495
	General	83,070	72,870		72,870
	Total Parks & Recreation	**2,075,017**	**2,089,174**	**-**	**2,089,174**

Non-Dept

Non-Departmental				
Personnel	220,733	235,139		235,139
Supplies	19,220	19,220		19,220
Contractual Services	16,126	16,125		16,125
General	565,331	573,922		573,922
Total Non-Departmental	**821,410**	**844,406**	**-**	**844,406**
Transfer Out to Other Funds	**455,975**	**504,352**		**504,352**
Total Expenditures	**35,543,023**	**35,211,416**	**10,701**	**35,222,117**
Net Change in Fund Balance	338,630	300,508	(10,701)	289,807
Ending Fund Balance	**8,472,583**	**10,914,760**		**10,904,059**
Reserve Requirement (25%)	8,771,762	8,771,762		8,771,762
Excess (Deficit)	(299,179)	2,142,998		2,132,297

Budget Amendments by Fund

	Description	Original Budget	Current Budget	Amendment	Revised Budget
Economic Development Corporation					
	Beginning Fund Balance	9,112,131	9,112,131		9,112,131
Revenues					
	Sales Tax	3,618,706	3,658,706		3,658,706
	Sales Tax Rebates	0	(40,000)		(40,000)
	Interest Earned	175,000	175,000		175,000
	Contribution from City	0	46,256,436		46,256,436
	Miscellaneous Revenue	38,080,654	38,080,654	(30,108,761)	7,971,893
	Total Revenues	41,874,360	88,130,796	(30,108,761)	58,022,035
Expenditures					
	Supplies and Materials	2,408	2,408		2,408
	Contractual Services	208,579	323,579		323,579
	Other/Miscellaneous Expenses	1,163,785	1,164,403	1,500	1,165,903
	Capital Outlay	0	47,281,436		47,281,436
	Property Purchases	0	2,289,500		2,289,500
	Debt Services	13,951,203	5,887,485		5,887,485
	Total Expenditures	15,325,975	56,948,811	1,500	56,950,311
	Net Change in Fund Balance	26,548,385	31,181,985	(30,110,261)	1,071,724
	Ending Fund Balance	35,660,516	40,294,116		10,183,855

AGENDA ITEM REPORT
10.7.

To:	City Council
Subject:	Consideration and possible action on Ordinance No. O-2026-035 correcting ordinance No. O-2026-007 to rectify an administrative error and properly associate the attachments describing more fully the property, on behalf of the project known as the Opus Development. (Howard Koontz)
Meeting:	Thursday, August 6, 2026
Department:	Development Services /
Staff Contact:	Howard Koontz

ITEM SUMMARY:

The City Council, on or about June 1, 2023, approved Ordinance No. O-2023-022 (the "Original Ordinance") to facilitate the annexation of land into the jurisdictional limits of the City of Hutto. The Original Ordinance failed to properly identify the zoning designation of Light Industrial (LI) consistently throughout the document. On February 19, 2026, a corrected ordinance was presented to- and approved by this Council, rectifying the zoning designation error located in the recitals of the Original Ordinance.

This item recognizes that an exhibit in Ordinance O-2026-007 described the incorrect boundaries of the property. Attached to this item is an exhibit that correctly describes the metes and bounds of the 50.850 acres of property known as the Opus Development Property.

FISCAL NOTES:

This property has already been annexed and the City shall benefit from the collection of associated applicable taxes.

ATTACHMENTS:

1. DRAFT_Ordinance No. O-2026-XXX_Stillwater_51_Annex (Correction Ord No 2)
2. (CORRECT PROPERTY DESCRIPTION)_Stillwater51_Annex(50.850ac)PropertyDescription
3. (1st CORRECTION ORD)_O-2026-007_Annexation-50.850ac(Stillwater_51)
4. Exhibits A_2.19.2026

ORDINANCE NO. O-2026-###

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, CORRECTING ORDINANCE NO. 0-2026-007, ANNEXING APPROXIMATELY 50.850 ACRES OF LAND, MORE OR LESS, IN WILLIAMSON COUNTY, TEXAS, DESCRIBED IN EXHIBIT "A", 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 enact ordinances to annex land into its city limits and to affect corrections to such ordinances; and

WHEREAS, on the 19th day of February, 2026, the City Council enacted Ordinance No. 0-2026-007; and

WHEREAS, the Exhibit "A" in Ordinance No. 0-2026-007 contained an incorrect property description of the annexed area; and

WHEREAS, The City Council desires to enact this Ordinance No. O-2026-XXX to correct Exhibit "A" to reflect the correct property description; 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: The property described in Exhibit "A", is hereby annexed and brought within the corporate city limits of the City of Hutto, Texas, and the same is hereby made

an integral part hereof; and that the boundary limits of the City of Hutto by the same are hereby extended to include the above described territory within the City limits of the City of Hutto, and the same shall hereinafter be included within the territorial limits of the City of Hutto, Texas and designated with a zoning of Light Industrial (LI).

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 6th day of August, 2026 on a vote of _____ AYES; _____ NAYS; _____ ABSTENTIONS.

CITY OF HUTTO, TEXAS:

_____

Mike Snyder, Mayor

ATTEST:

_____

Laura Hallmark, City Secretary

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

BOUNDARY DESCRIPTION of:

50.850 ACRES (2,215,036 SQUARE FEET) of land in Williamson County, Texas, being out of the Aaron Armstrong Survey, Abstract 26, said 50.850 acres being the north part of that tract of land described as 87.56 acres in Tract 4 of the deed from Gary M. Olander, et al to No-Count, LLC dated June 26, 2013, and recorded as Document Number 2013060751 in the Williamson County Official Public Records.

BEGINNING at the north corner of said 87.56 acre tract, said corner being marked with a found ½" iron rod, said corner also being the east corner of the Cottonwood Creek Section Two Subdivision (Plat Cabinet U, Slides 282-284), said corner being in the east line of said Armstrong Survey.

THENCE S 21°35'30" E 1,271.05' along the northeast line of said 87.56 acre tract (adjacent tract = 57.895 acres – Document 2007068155) and along the general course of a fence to an easterly corner of said 87.56 acre tract, said corner being marked with a 1" iron pipe found marking the south corner of said 57.895 acre tract being the south corner of the J. Neill Survey, Abstract 477.

THENCE S 66°10'43" W 403.60' along a southeasterly line of said 87.56 acre tract and along the general course of a fence to an interior corner of said 87.56 acre tract, said corner being located on the northwest side of a wood corner post found marking the west corner of the 8.36 acre tract also described in said Document 2013060751.

THENCE S 21°36'16" E 50.01' along the northeast line of said 87.56 acre tract to the north corner of the TK Industrial Park (Document 2018062874).

THENCE S 68°27'14" W 1,264.04' along the northwest line of said TK Industrial Park to the southwest line of said 87.56 acre tract and the west corner of said TK Industrial Park, said corner being marked with a found ½" iron stake.

THENCE N 21°50'50" W 1,343.20' along the southwest line of said 87.56 acre tract, said line also being the northeast line of County Road 108 to the west corner of said 87.56 acre tract.

THENCE N 68°39'45" E 1,673.33' along the northwest line of said 87.56 acre tract and the southeast line of Cottonwood Creek Section One (Plat Cabinet R, Slides 369-371) and the southeast line of said Cottonwood Creek Section Two to the point of beginning, this tract having an area of 50.850 Acres (2,215,036 Square Feet), as shown on the accompanying plat. Bearings are relative to State Plane Coordinates, NAD 83(2011), Texas Central Zone. Distances and areas reflect the application of a combined scale factor of 1.00013 and thus represent surface measurements. Set stakes are 1/2" rebar with Westwood plastic identifier caps.

* * * * *

I, Michael Jack Needham, Registered Professional Land Surveyor of Texas, do hereby certify that the above describes the boundaries of the property depicted on the accompanying plat, this the 10th day of June, 2022.

Michael Jack Needham, RPLS 5183
Pacheco Koch, A Westwood Company
Firm LS-10008000

Exhibit A

LEGAL DESCRIPTION AND DEPICTION OF THE PROPERTY

BEING a 87.56-acre tract of land situated in the Aaron Armstrong Survey, Abstract No. 26, Williamson County, Texas and being that part East of County Road No. 108 of that certain tract of land conveyed by deed to Arthur Olander as recorded in Volume 378, Page 576, Deed Records of Williamson County, Texas. Surveyed on the ground in the month of October, 1978, by R. T. Magness, Jr., Registered Professional Engineer, and being more particularly described as follows:

BEGINNING at an iron pin set marking the N.E. corner of said Olander Tract, for the N.E. corner hereof;

THENCE S 71° 08' W, 1672.98 feet with the North line of said Olander Tract to an iron pin set in the East line of County Road No. 108, for the N.W. corner hereof;

THENCE S 19° 24' E, 2614.00 feet with said East line of County Road No. 108 to an iron pin set by existing fence corner post, for the S.W. corner hereof;

THENCE along the South line of the 87.56 acre tract, along an existing wire fence; N 70 deg. 18 min. 35 sec., East 951.05 feet to a nail found in top of a post; North 67 deg. 40 min. 50 sec., East 307.63 feet to an iron pin set under a nail found on the West edge of a fence corner post at the lower southeast corner of the said 87.56 acre tract;

THENCE N 19° 02' W, 1287.86 feet with fence line to an iron pin set by existing corner post, for an inner corner hereof;

THENCE N 66° 03' E, 401.99 feet with fence line to an iron pin found marking the most northerly S.E. corner hereof;

THENCE N 19° 10' W, 1270.84 feet with the East line of said Olander Tract to the place of BEGINNING and containing 87.56 acres of land.

LESS:

36.7332 ACRES OUT OF THE AARON ARMSTRONG SURVEY ABSTRACT NO. 26 IN WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A 87.56 ACRE TRACT DESCRIBED AS TRACT 4 IN DEED TO NO-COUNT, LLC RECORDED IN DOC. NO. 2013060751 OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a mag nail found in a fence post on the East R.O>W. of County Road 108 being the Northwest corner of a 27.985 acre tract conveyed to Todd Riggan in Doc. No. 2007024092 Official Records of Williamson County, Texas also being the Southwest corner of said 87.56 acre tract for the Southwest corner of this tract and the POINT OF BEGINNING.

THENCE N21°50'98"W with the East R.O.W. of County Road 108, a distance of 1,271.16 feet to a ½" iron pin set for the Northwest corner of this tract.

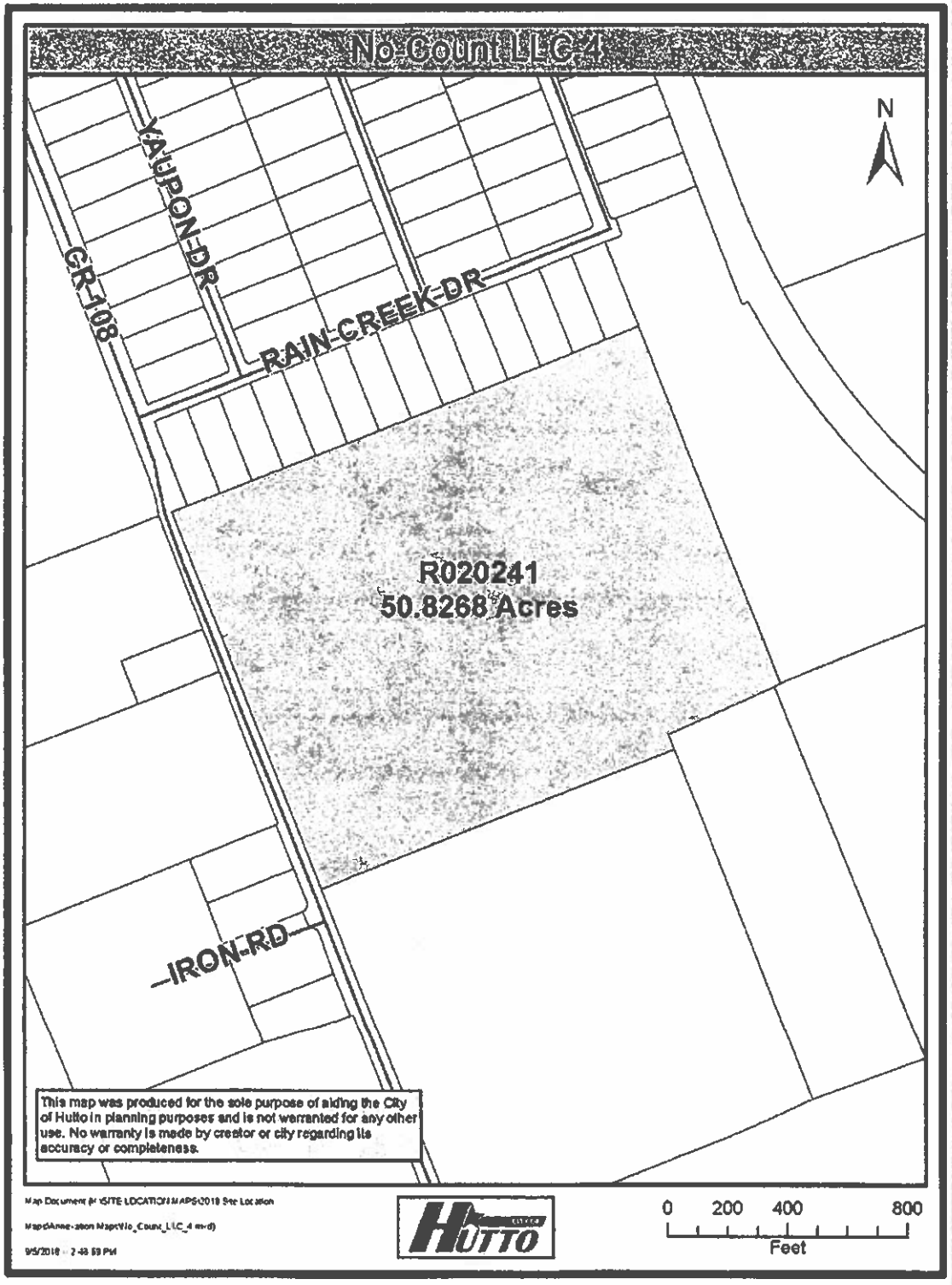
THENCE N68°27'08"E through the interior of said 87.56 acre tract, a distance of 1,264.01 feet to a ½" iron pin set being on the common line of said 87.56 acre tract and a 8.36 acre tract called Tract 1 in said Doc. No. 2013060751 from which a mag nail found in a fence post at the Northwest corner of said 8.36 acre tract bears N21°36'16"W, 50.00 feet for the Northeast corner of this tract.

THENCE S21°36'16"E with the East line of said 87.56 acre tract, passing the West common corner of said 8.36 acre tract and a 3.50 acre tract called Tract 3 in said Doc. No. 2013060751, in all a distance of 1,255.61 feet to a ½" iron pin found being the Southwest corner of said 3.50 acre tract, the Southeast corner of said 87.56 acre tract also being on the North line of said 27.895 acre tract for the Southeast corner of this tract.

THENCE with the common line of said 87.56 acre tract and said 27.895 acre tract the following two (2) courses:

1) S65°49'12"W, a distance of 307.66 feet to a mag nail in a fence post found.

2) S68°22'04"W, a distance of 951.35 feet to the POINT OF BEGINNING and containing 36.7332 acres, more or less.



4825-1406-4022v.2
63183-1 7/25/2019

ORDINANCE NO. O-2026-007

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, CORRECTING ORDINANCE NO. O-2023-022, ANNEXING APPROXIMATELY 50.850 ACRES OF LAND, MORE OR LESS, IN WILLIAMSON COUNTY, TEXAS, DESCRIBED IN EXHIBIT "A", 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 enact ordinances to annex land into its city limits and to enact corrections to such ordinances; and

WHEREAS, on the 6th day of April, 2023, after proper notification, the City Council held a public hearing on and enacted proposed Ordinance No. O-2023-022; and

WHEREAS, the recitals in Ordinance No. O-2023-022 contain an incorrect zoning designation of Multi-Family (MF) that contradicts the zoning designation of Light Industrial (LI) as enumerated in Section 2 and Section 4 of the ordinance; and

WHEREAS, The City Council desires to enact this Ordinance No. O-2026-007 to correct the zoning designation to reflect Light Industrial (LI); and

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

WHEREAS, the City Council has determined that all prerequisites to 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 property described in Exhibit "A", is hereby annexed and brought within the corporate city limits of the City of Hutto, Texas, and the same is hereby made an integral part hereof; and that the boundary limits of the City of Hutto by the same are hereby extended to include the above described territory within the City limits of the City of Hutto, and the same shall hereinafter be included within the territorial limits of the City of Hutto, Texas and designated with a zoning of Light Industrial (LI).

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 19th day of February, 2026 on a vote of 7 AYES; _____ NAYS; _____ ABSTENTIONS.

(Remainder of page intentionally left blank.)

CITY OF HUTTO, TEXAS:

Mike Snyder, Mayor

ATTEST:

Laura Hallmark, City Secretary

DocuSign Envelope ID: 9E24EA2F-4878-49E3-B3A1-0AA43727BA7B

Exhibit A
Legal Description of Property

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

77.881 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 77.881 ACRES (APPROXIMATELY 3,392,478 SQ. FT.) IN THE JAMES SHELTON SURVEY, ABSTRACT NO. 560, AND THE AARON ARMSTRONG SURVEY NO. 9, ABSTRACT 26, BOTH IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 101.8 ACRE TRACT, ALL OF AN 8.36 ACRE TRACT AND ALL OF A 3.50 ACRE TRACT CONVEYED TO NO-COUNT, LLC, IN A DEED DATED JUNE 26, 2013 AND RECORDED IN DOCUMENT NO. 2013060751 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 77.881 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with "Sam Inc." cap found in the west right-of-way line of Ed Schmidt Boulevard (right-of-way width varies) as described in Document No. 2016010818 of the Official Public Records of Williamson County, Texas, being in the south line of the said 101.8 acre tract, being also the northeast corner of a 2.405 acre tract described in Document No. 2020016624 of the Official Public Records of Williamson County, Texas, from which...

- a 1/2" rebar with "Sam Inc." cap found for an angle point in the east right-of-way line of Ed Schmidt Boulevard, bears North 68°06'47" East, a distance of 148.35 feet;
- a 1/2" rebar with "TLS" cap found in the west right-of-way line of Ed Schmidt Boulevard, being the southeast corner of the said 2.405 acre tract, bears with a curve to the right, having a radius of 2440.00 feet, a delta angle of 01°11'07", an arc length of 50.47 feet, and a chord which bears South 18°04'26" East, a distance of 50.47 feet;

THENCE South 68°06'47" West with the south line of the said 101.8 acre tract and the north line of the said 2.405 acre tract, a distance of 968.77 feet to a 1/2" rebar with "BGE" cap found for the northwest corner of the said 2.405 acre tract, being in the north line of a 66.192 acre tract described in Document No. 2019108110 of the Official Public Records of Williamson County, Texas;

THENCE South 68°06'47" West with the south line of the said 101.8 acre tract and the north line of the said 66.192 acre tract, a distance of 900.88 feet to a 1/2" rebar found for the southwest corner of the said 101.8 acre tract, being the northwest corner of the

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said 66.192 acre tract, being in the east line of a 16.20 acre tract described in Document No. 2010069362 of the Official Public Records of Williamson County, Texas;

THENCE North 19°21'34" West with the west line of the said 101.8 acre tract and the east line of the said 16.20 acre tract, a distance of 148.75 feet to a 1/2" rebar found for the northeast corner of the said 16.20 acre tract, being the southeast corner of a 27.895 acre tract described in Document No. 2007024092 of the Official Public Records of Williamson County, Texas;

THENCE North 19°31'34" West with the west line of the said 101.8 acre tract and the east line of the said 27.895 acre tract, a distance of 760.94 feet to a 1/2" rebar found for the northeast corner of the said 27.895 acre tract, being the southeast corner of the said 3.50 acre tract;

THENCE South 69°42'28" West with the south line of the said 3.5 acre tract and the north line of the said 27.895 acre tract, a distance of 387.85 feet to a 1/2" rebar found for the southwest corner of the said 3.50 acre tract, being the southeast corner of Lot 5, Block A, T.K. Industrial Park, a subdivision of record in Document No. 2018062874 of the Official Public Records of Williamson County, Texas;

THENCE North 21°36'42" West with the west line of the said 3.50 acre tract and said 8.36 acre tract, and the east line of Lots 5, 7, and 9, Block A of said T.K. Industrial Park, a distance of 1255.68 feet to a 1/2" rebar with "Crichton" cap found for the northeast corner of said Lot 9, being in the east line of an 87.56 acre tract described in Document No. 2013060751 of the Official Public Records of Williamson County, Texas;

THENCE North 21°12'49" West with the west line of the said 8.36 acre tract and the east line of the said 87.56 acre tract, a distance of 49.76 feet to a mag nail in fence post found for the northwest corner of the said 8.36 acre tract;

THENCE North 66°07'13" East with the north line of the said 8.36 acre tract and the south line of the said 87.56 acre tract, a distance of 403.27 feet to a 3/4" iron pipe found for the northwest corner of the said 101.8 acre tract, being the northeast corner of the said 8.36 acre tract, being a southeast corner of the said 87.56 acre tract, being also the southwest corner of a 57.895 acre tract described in Document No. 2007068155 of the Official Public Records of Williamson County, Texas;

THENCE North 68°21'51" East with the north line of the said 101.8 acre tract and the south line of the said 57.895 acre tract, a distance of 864.73 feet to a 1/2" rebar with "Early Boundary" cap set in the southwest right-of-way line of Ed Schmidt Boulevard, from which a 1/2" rebar found for the northeast corner of the said 101.8 acre tract, being the southeast corner of the said 57.895 acre tract, bears North 68°21'51" East, a distance of 1089.76 feet;

DocuSign Envelope ID: 9E24EA2F-4878-49E3-B3A1-0AA43727BA7B

THENCE crossing the said 101.8 acre tract and with the southwest right-of-way line of Ed Schmidt Boulevard, with a curve to the left, having a radius of 2560.00 feet, a delta angle of 01°25'08", an arc length of 63.39 feet, and a chord which bears South 59°20'04" East, a distance of 63.39 feet to a 1/2" rebar with "Early Boundary" cap set;

THENCE crossing the said 101.8 acre tract, the following five (5) courses and distances:

1. South 68°23'19" West, a distance of 371.08 feet to a 1/2" rebar with "Early Boundary" cap set;

2. With a curve to the left, having a radius of 2860.00 feet, a delta angle of 04°42'28", an arc length of 234.99 feet, and a chord which bears South 57°46'18" East, a distance of 234.93 feet to a 1/2" rebar with "Early Boundary" cap set;

3. South 60°07'32" East, a distance of 625.97 feet to a calculated point inside a building;

4. With a curve to the right, having a radius of 2140.00 feet, a delta angle of 04°32'02", an arc length of 169.34 feet, and a chord which bears South 57°51'28" East, a distance of 169.29 feet to a 1/2" rebar with "Early Boundary" cap set;

5. North 35°38'43" East, a distance of 300.06 feet to a 1/2" rebar with "Early Boundary" cap set in the southwest right-of-way line of Ed Schmidt Boulevard, from which a 1/2" rebar found in the southwest right-of-way line of Ed Schmidt Boulevard, bears with a curve to the left, having a radius of 2440.00 feet, a delta angle of 04°41'09", an arc length of 199.55 feet, and a chord which bears North 57°46'55" West, a distance of 199.50 feet;

THENCE crossing the said 101.8 acre tract and with the southwest right-of-way line of Ed Schmidt Boulevard, with a curve to the right, having a radius of 2440.00 feet, a delta angle of 02°09'38", an arc length of 92.01 feet, and a chord which bears South 54°21'31" East, a distance of 92.00 feet to a 1/2" rebar with "Early Boundary" cap set;

THENCE crossing the said 101.8 acre tract, the following three (3) courses and distances:

1. South 35°38'43" West, a distance of 300.06 feet to a 1/2" rebar with "Early Boundary" cap set;

2. With a curve to the right, having a radius of 2140.00 feet, a delta angle of 25°20'55", an arc length of 946.77 feet, and a chord which bears South 40°27'12" East, a distance of 939.06 feet to a 1/2" rebar with "Early Boundary" cap set;

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3. North 68°06'47" East, a distance of 301.40 feet to a 1/2" rebar with "Early Boundary" cap set in the southwest right-of-way line of Ed Schmidt Boulevard;

THENCE crossing the said 101.8 acre tract and with the west right-of-way line of Ed Schmidt Boulevard, with a curve to the right, having a radius of 2440.00 feet, a delta angle of 09°24'13", an arc length of 400.46 feet, and a chord which bears South 22°21'03" East, a distance of 400.01 feet to the **POINT OF BEGINNING**, containing 77.881 acres of land, more or less.

Surveyed on the ground on August 10, 2022.

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

Attachments: Survey Drawing No. 1006-032-BASE

10/21/22

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

DocuSign Envelope ID: 9E24EA2F-4878-49E3-B3A1-0AA43727BA7B

SKETCH TO ACCOMPANY A DESCRIPTION OF 77.881 ACRES (APPROXIMATELY 3,392,478 SQ. FT.) IN THE JAMES SHELTON SURVEY, ABSTRACT NO. 560, AND THE AARON ARMSTRONG SURVEY NO. 9, ABSTRACT 26, BOTH IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 101.8 ACRE TRACT, ALL OF AN 8.36 ACRE TRACT AND ALL OF A 3.50 ACRE TRACT CONVEYED TO NO-COUNT, LLC, IN A DEED DATED JUNE 26, 2013 AND RECORDED IN DOCUMENT NO. 2013060751 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	BEARING	CHORD	(RECORD CHORD)
C1	2560.00'	1°30'02"	67.05'	S59°22'31"E	67.05'	(S59°23'32"E 67.81')
C2	2440.00'	42°28'33"	1808.88'	S38°53'13"E	1767.74'	(S38°53'15"E 1769.79')
C3	2440.00'	1°11'07"	50.47'	S18°04'26"E	50.47'	(S17°59'28"E 50.20')
C4	2440.00'	6°59'45"	297.93'	S12°42'18"E	297.75'	(N13°31'52"W 348.28')
C5	2140.00'	4°32'02"	169.34'	S57°51'28"E	169.29'	
C6	2860.00'	4°42'28"	234.99'	S57°46'18"E	234.93'	
C7	2140.00'	25°20'55"	946.77'	S40°27'12"E	939.06'	
C8	2580.00'	1°25'08"	63.39'	S59°20'04"E	63.39'	
C9	2560.00'	0°04'54"	3.65'	S60°05'05"E	3.65'	
C10	2440.00'	4°41'09"	199.55'	N57°46'55"W	199.50'	
C11	2440.00'	26°13'33"	1116.86'	S40°09'56"E	1107.13'	
C12	2440.00'	2°09'38"	92.01'	S54°21'31"E	92.00'	
C13	2440.00'	9°24'13"	400.46'	S22°21'03"E	400.01'	

LINE TABLE

LINE	BEARING	DISTANCE	(RECORD)
L1	S60°07'32"E	27.35'	(S60°09'04"E 28.99')
L2	N68°21'51"E	151.66'	(N68°21'55"E 152.22')
L3	N29°52'28"E	119.59'	

ATTACHMENTS: METES AND BOUNDS
DESCRIPTION 1006-032-BASE

DATE OF SURVEY: 8/10/22
PLOT DATE: 11/1/22
DRAWING NO.: 1006-032-BND-8X11
DRAWN BY: EJD
SHEET 1 OF 7

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

11/1/22

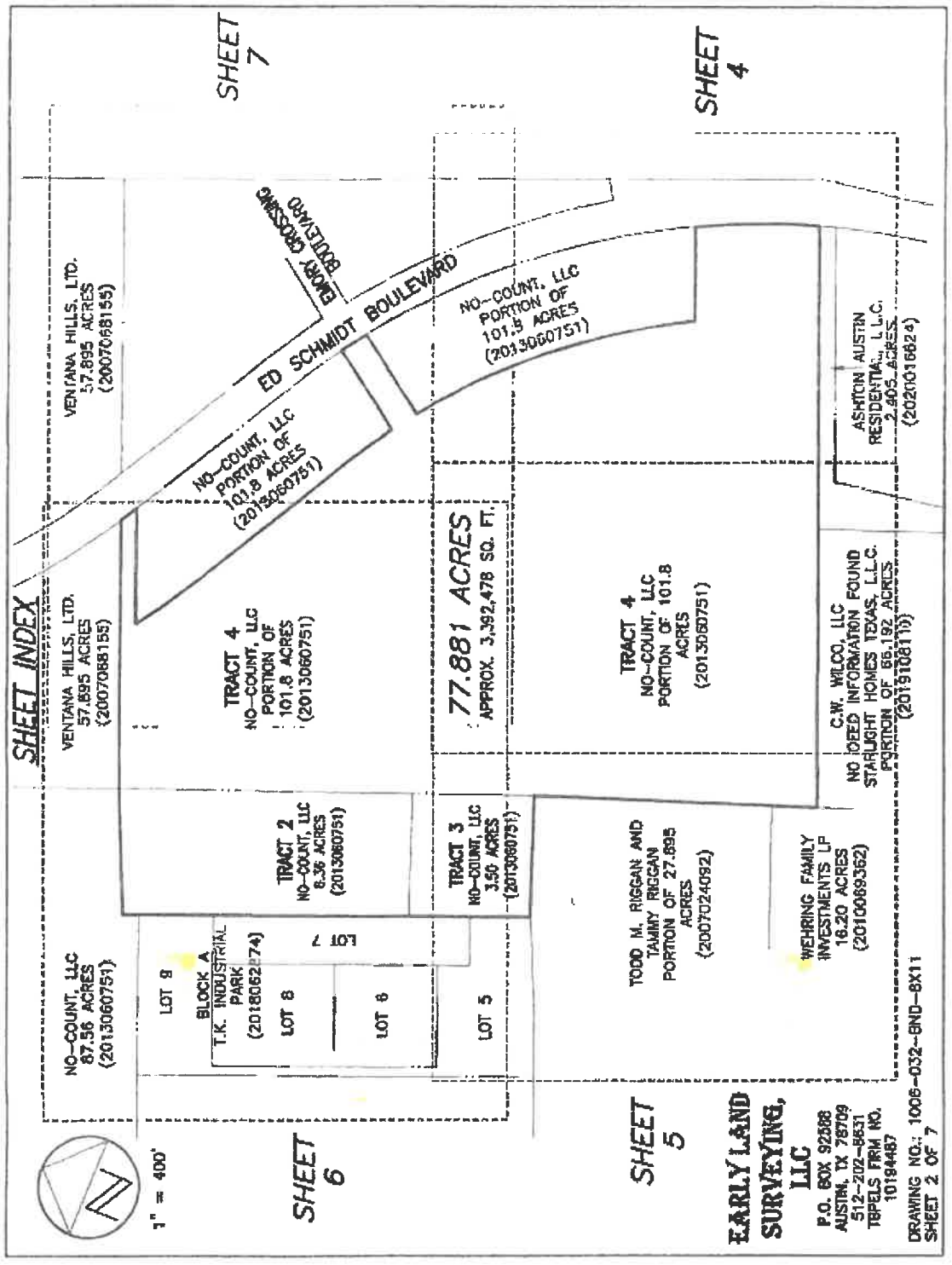
SHEET INDEX
SHEET 7
SHEET 4
SHEET 6
SHEET 5
ED SCHMIDT BOULEVARD
FM 685
VENTANA HILLS, LTD.
57.895 ACRES
(2007068155)
NO-COUNT, LLC
87.56 ACRES
(2013060751)
NO-COUNT, LLC
PORTION OF
101.8 ACRES
(2013060751)
TRACT 4
NO-COUNT, LLC
PORTION OF
101.8 ACRES
(2013060751)
77.881 ACRES
APPROX. 3,392,478 SQ. FT.
TRACT 4
NO-COUNT, LLC
PORTION OF 101.8
ACRES
(2013060751)
NO-COUNT, LLC
PORTION OF
101.8 ACRES
(2013060751)
ASHTON AUSTIN
RESIDENTIAL, L.L.C.
2.405 ACRES
(2020016624)
TRACT 2
NO-COUNT, LLC
8.36 ACRES
(2013060751)
TRACT 3
NO-COUNT, LLC
3.50 ACRES
(2013060751)
BLOCK A
T.K. INDUSTRIAL
PARK
(2018062174)
LOT 9
LOT 8
LOT 7
LOT 6
LOT 5
TODD M. RIGGAN AND
TAMMY RIGGAN
PORTION OF 27.695
ACRES
(2007024092)
WEHRING FAMILY
INVESTMENTS LP
16.20 ACRES
(2010069362)
C.W. WILCO, LLC
NO DEED INFORMATION FOUND
STARLIGHT HOMES TEXAS, L.L.C.
PORTION OF 65.192 ACRES
(2019108115)
1" = 400'
EARLY LAND
SURVEYING,
LLC
P.O. BOX 92568
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO.
10194467
DRAWING NO.: 1006-032-BND-8X11
SHEET 2 OF 7

Exhibit A

DocuSign Envelope ID: 9E24EA2F-4878-49E3-B3A1-0AA43727BA7B

Exhibit A

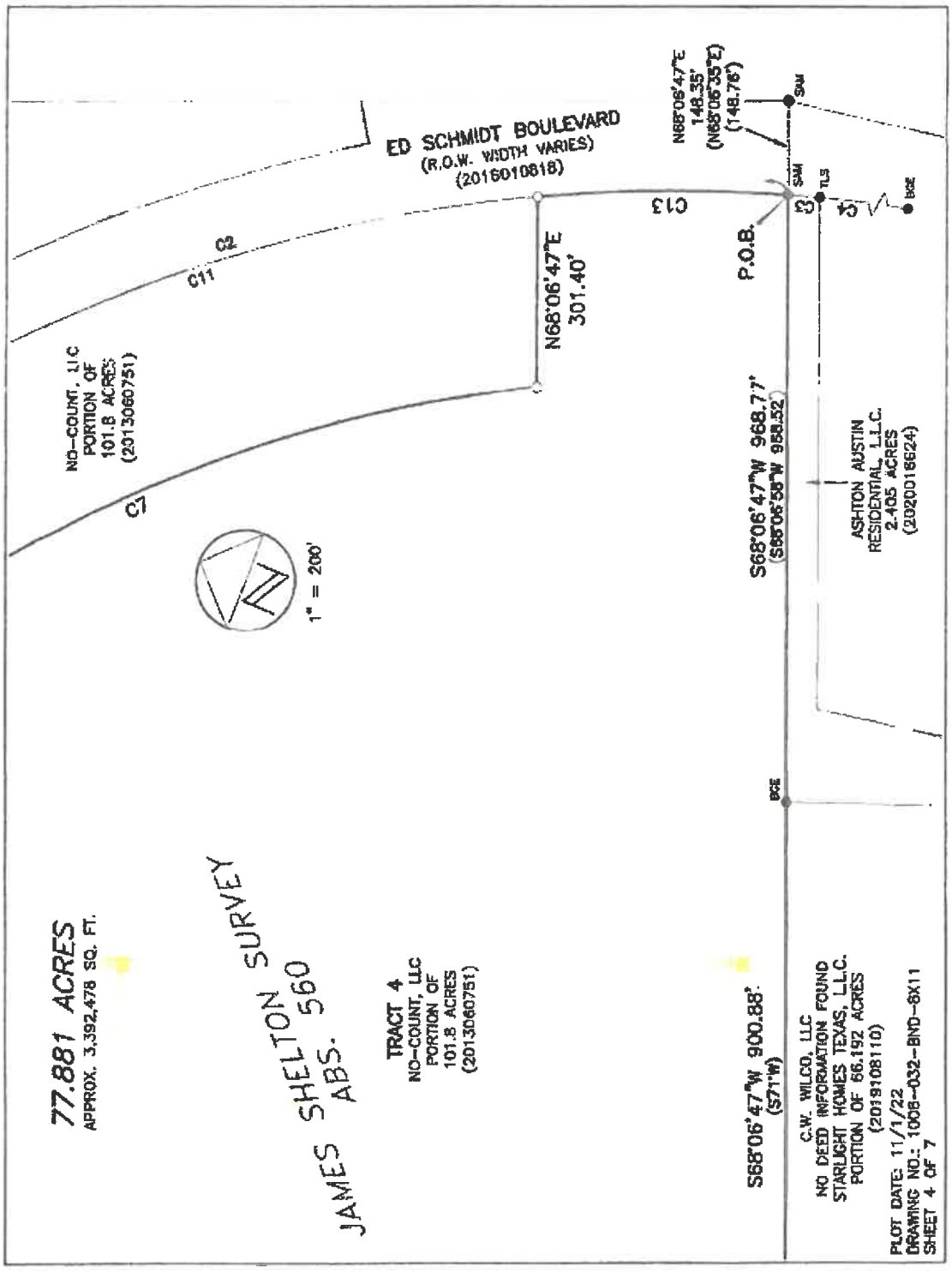
ED SCHMIDT BOULEVARD
(R.O.W. WIDTH VARIES)
(2016010818)
N68°06'47"E
148.35'
(N68°06'35"E)
(148.78')
SAM
TLS
BCE
P.O.B.
C13
C12
C11
C2
C1
N68°06'47"E
301.40'
NO-COUNT, LLC
PORTION OF
101.8 ACRES
(2013060751)
S68°06'47"W 968.77'
(S68°06'58"W 968.52')
ASHTON AUSTIN
RESIDENTIAL, L.L.C.
2.405 ACRES
(2020018624)
1" = 200'
77.881 ACRES
APPROX. 3,392,478 SQ. FT.
JAMES SHELTON SURVEY
ABS. 560
TRACT 4
NO-COUNT, LLC
PORTION OF
101.8 ACRES
(2013060751)
S68°06'47"W 900.88'
(S71°W)
C.W. WILCO, LLC
NO DEED INFORMATION FOUND
STARLIGHT HOMES TEXAS, LLC.
PORTION OF 66.192 ACRES
(2019108110)
PLOT DATE: 11/1/22
DRAWING NO.: 1008-032-BND-8X11
SHEET 4 OF 7

Exhibit A

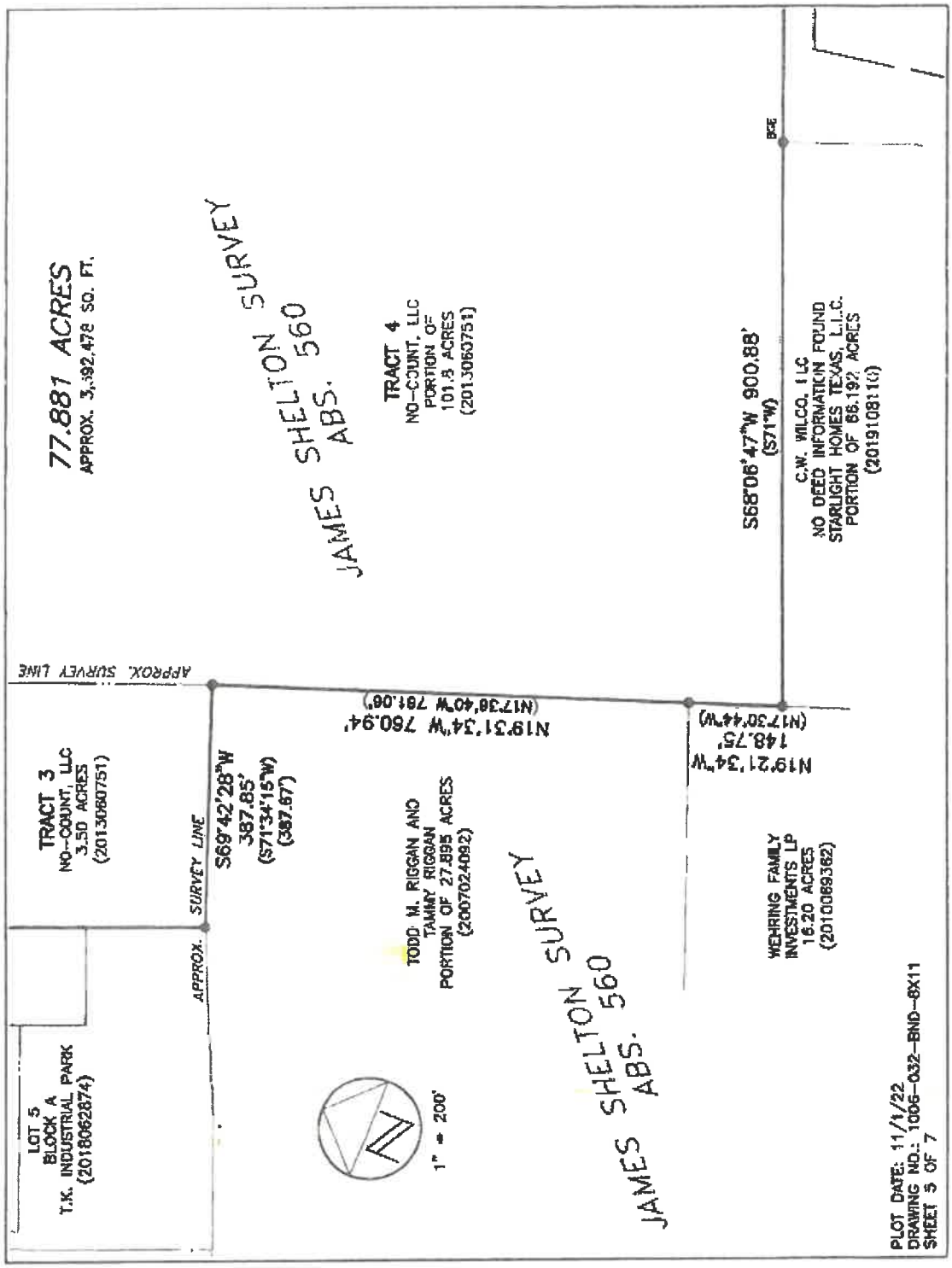
77.881 ACRES
APPROX. 3,392,478 SQ. FT.
JAMES SHELTON SURVEY ABS. 560
TRACT 4
NO-COUNT, LLC
PORTION OF
101.8 ACRES
(20130650751)
S68°06'47"W 900.88'
(S71°W)
C.W. WILCO, I LC
NO DEED INFORMATION FOUND
STARLIGHT HOMES TEXAS, L.I.C.
PORTION OF 86.192 ACRES
(20191081140)
BASE
APPROX. SURVEY LINE
TRACT 3
NO-COUNT, LLC
3.50 ACRES
(20130680751)
SURVEY LINE
S69°42'28"W
387.85'
(S71°34'15"W)
(387.67')
N19°31'34"W 760.94'
(N17°38'40"W 761.06')
N19°21'34"W
148.75'
(N17°30'44"W)
TODD M. RIGGAN AND
TAMMY RIGGAN
PORTION OF 27.895 ACRES
(20070240920)
WEHRING FAMILY
INVESTMENTS LP
16.20 ACRES
(20100869362)
JAMES SHELTON SURVEY ABS. 560
LOT 5
BLOCK A
T.K. INDUSTRIAL PARK
(20180620874)
APPROX.
1" = 200'
PLOT DATE: 11/1/22
DRAWING NO.: 1006-032-BND-8X11
SHEET 3 OF 7

Exhibit A

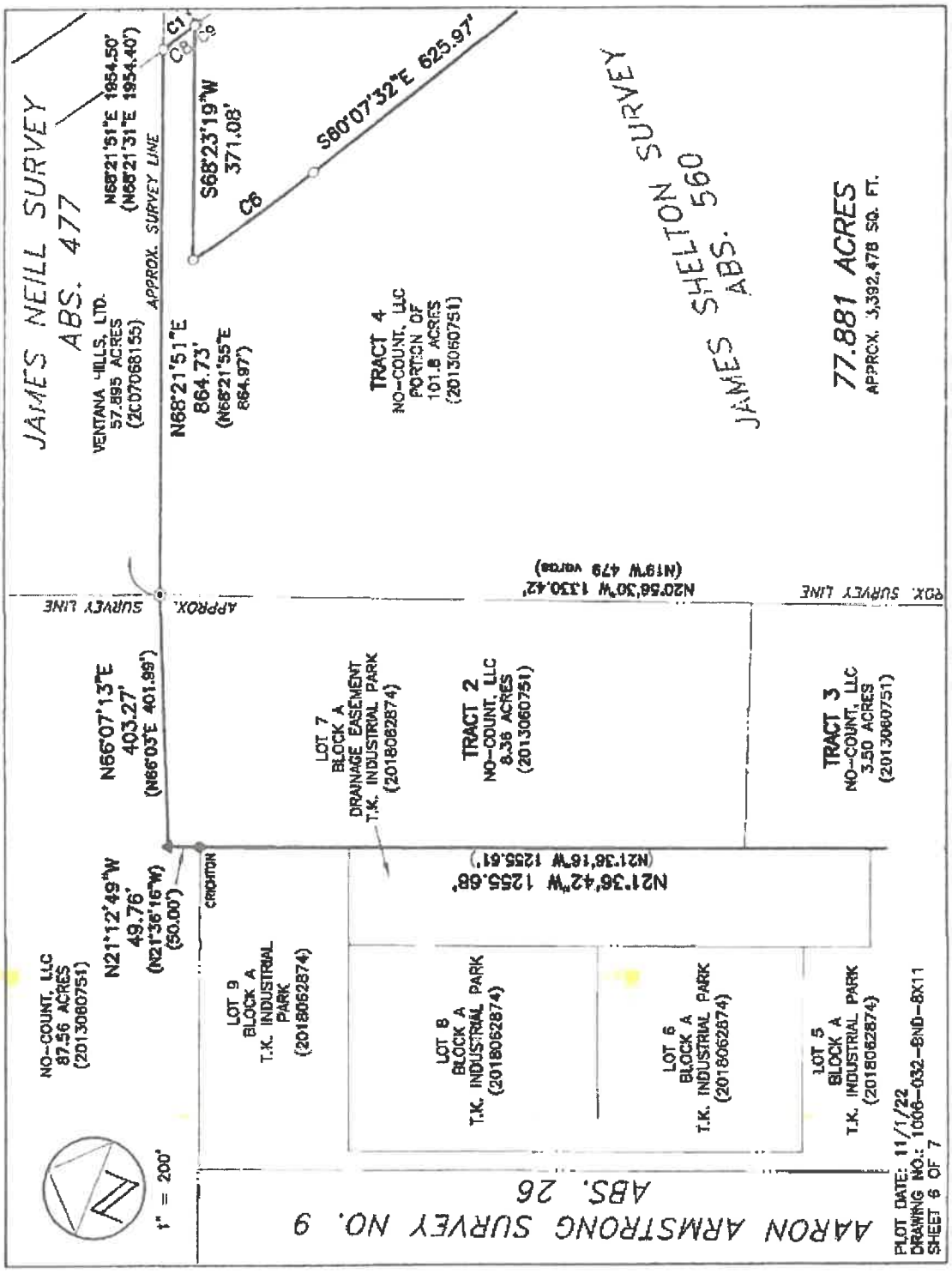
JAMES NEILL SURVEY
ABS. 477
VENTANA HILLS, LTD.
57.895 ACRES
(2C07068155)
N68°21'51"E 1954.50'
(N68°21'31"E 1954.40')
APPROX. SURVEY LINE
C1
C8
C9
S68°23'19"W
371.08'
C6
S60°07'32"E 625.97'
N68°21'51"E
864.73'
(N68°21'55"E
864.97')
TRACT 4
NO-COUNT, LLC
PORTION OF
101.8 ACRES
(20130607S1)
JAMES SHELTON SURVEY
ABS. 560
77.881 ACRES
APPROX. 3,392,478 SQ. FT.
APPROX. SURVEY LINE
N20°56'30"W 1330.42'
(N19°W 479 VARA)
APPROX. SURVEY LINE
N66°07'13"E
403.27'
(N66°03'E 401.99')
LOT 7
BLOCK A
DRAINAGE EASEMENT
T.K. INDUSTRIAL PARK
(20180622874)
TRACT 2
NO-COUNT, LLC
8.36 ACRES
(20130607S1)
TRACT 3
NO-COUNT, LLC
3.50 ACRES
(20130607S1)
N21°36'42"W 1255.68'
(N21°36'16"W 1255.61')
N21°12'49"W
49.76'
(N21°36'16"W)
(50.00')
CROMTON
NO-COUNT, LLC
87.56 ACRES
(20130607S1)
LOT 9
BLOCK A
T.K. INDUSTRIAL
PARK
(20180622874)
LOT 8
BLOCK A
T.K. INDUSTRIAL PARK
(20180622874)
LOT 6
BLOCK A
T.K. INDUSTRIAL PARK
(20180622874)
LOT 5
BLOCK A
T.K. INDUSTRIAL PARK
(20180622874)
AARON ARMSTRONG SURVEY NO. 9
ABS. 26
1" = 200'
PLOT DATE: 11/1/22
DRAWING NO.: 1006-032-BND-8X11
SHEET 6 OF 7

Exhibit A

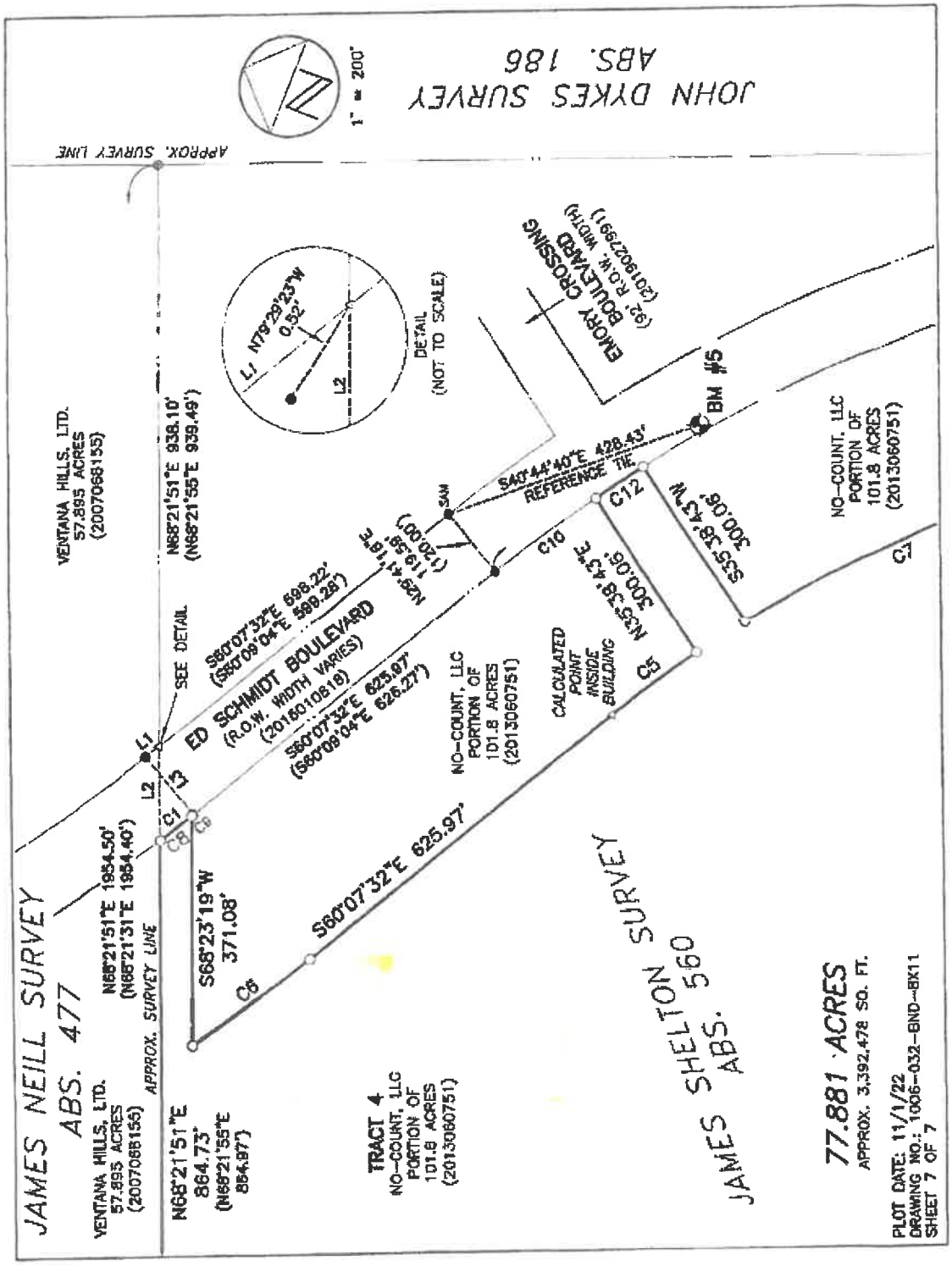
JAMES NEILL SURVEY
ABS. 477
JOHN DYKES SURVEY
ABS. 186
JAMES SHELTON SURVEY
ABS. 560
77.881 ACRES
APPROX. 3,392,478 SQ. FT.
TRACT 4
NO-COUNT, LLC
PORTION OF
101.8 ACRES
(2013060751)
VENTANA HILLS, LTD.
57.895 ACRES
(2007068155)
ED SCHMIDT BOULEVARD
(R.O.W. WIDTH VARIES)
(2016010618)
EMORY CROSSING BOULEVARD
(92' R.O.W. WIDTH)
(2019027991)
APPROX. SURVEY LINE
SEE DETAIL
DETAIL
(NOT TO SCALE)
BM #5
CALCULATED POINT INSIDE BUILDING
REFERENCE TIE
N68°21'51"E 864.73'
(N68°21'55"E 864.87')
S68°23'19"W 371.08'
S60°07'32"E 625.97'
N68°21'51"E 938.10'
(N68°21'55"E 939.49')
S60°07'32"E 598.22'
(S60°09'04"E 599.28')
S60°07'32"E 625.97'
(S60°09'04"E 626.27')
S40°44'40"E 428.43'
N29°38'43"W 300.06'
S29°38'43"E 300.06'
N79°29'23"W 0.52'
PLOT DATE: 11/1/22
DRAWING NO.: 1006-032-BND-BK11
SHEET 7 OF 7

Exhibit A

DocuSign Envelope ID: 9E24EA2F-4878-49E3-B3A1-0AA43727BA7B

Exhibit A
Legal Description of Property

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

77.881 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 77.881 ACRES (APPROXIMATELY 3,392,478 SQ. FT.) IN THE JAMES SHELTON SURVEY, ABSTRACT NO. 560, AND THE AARON ARMSTRONG SURVEY NO. 9, ABSTRACT 26, BOTH IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 101.8 ACRE TRACT, ALL OF AN 8.36 ACRE TRACT AND ALL OF A 3.50 ACRE TRACT CONVEYED TO NO-COUNT, LLC, IN A DEED DATED JUNE 26, 2013 AND RECORDED IN DOCUMENT NO. 2013060751 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 77.881 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with "Sam Inc." cap found in the west right-of-way line of Ed Schmidt Boulevard (right-of-way width varies) as described in Document No. 2016010818 of the Official Public Records of Williamson County, Texas, being in the south line of the said 101.8 acre tract, being also the northeast corner of a 2.405 acre tract described in Document No. 2020016624 of the Official Public Records of Williamson County, Texas, from which...

- a 1/2" rebar with "Sam Inc." cap found for an angle point in the east right-of-way line of Ed Schmidt Boulevard, bears North 68°06'47" East, a distance of 148.35 feet;

- a 1/2" rebar with "TLS" cap found in the west right-of-way line of Ed Schmidt Boulevard, being the southeast corner of the said 2.405 acre tract, bears with a curve to the right, having a radius of 2440.00 feet, a delta angle of 01°11'07", an arc length of 50.47 feet, and a chord which bears South 18°04'26" East, a distance of 50.47 feet;

THENCE South 68°06'47" West with the south line of the said 101.8 acre tract and the north line of the said 2.405 acre tract, a distance of 968.77 feet to a 1/2" rebar with "BGE" cap found for the northwest corner of the said 2.405 acre tract, being in the north line of a 66.192 acre tract described in Document No. 2019108110 of the Official Public Records of Williamson County, Texas;

THENCE South 68°06'47" West with the south line of the said 101.8 acre tract and the north line of the said 66.192 acre tract, a distance of 900.88 feet to a 1/2" rebar found for the southwest corner of the said 101.8 acre tract, being the northwest corner of the

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said 66.192 acre tract, being in the east line of a 16.20 acre tract described in Document No. 2010069362 of the Official Public Records of Williamson County, Texas;

THENCE North 19°21'34" West with the west line of the said 101.8 acre tract and the east line of the said 16.20 acre tract, a distance of 148.75 feet to a 1/2" rebar found for the northeast corner of the said 16.20 acre tract, being the southeast corner of a 27.895 acre tract described in Document No. 2007024092 of the Official Public Records of Williamson County, Texas;

THENCE North 19°31'34" West with the west line of the said 101.8 acre tract and the east line of the said 27.895 acre tract, a distance of 760.94 feet to a 1/2" rebar found for the northeast corner of the said 27.895 acre tract, being the southeast corner of the said 3.50 acre tract;

THENCE South 69°42'28" West with the south line of the said 3.5 acre tract and the north line of the said 27.895 acre tract, a distance of 387.85 feet to a 1/2" rebar found for the southwest corner of the said 3.50 acre tract, being the southeast corner of Lot 5, Block A, T.K. Industrial Park, a subdivision of record in Document No. 2018062874 of the Official Public Records of Williamson County, Texas;

THENCE North 21°36'42" West with the west line of the said 3.50 acre tract and said 8.36 acre tract, and the east line of Lots 5, 7, and 9, Block A of said T.K. Industrial Park, a distance of 1255.68 feet to a 1/2" rebar with "Crichton" cap found for the northeast corner of said Lot 9, being in the east line of an 87.56 acre tract described in Document No. 2013060751 of the Official Public Records of Williamson County, Texas;

THENCE North 21°12'49" West with the west line of the said 8.36 acre tract and the east line of the said 87.56 acre tract, a distance of 49.76 feet to a mag nail in fence post found for the northwest corner of the said 8.36 acre tract;

THENCE North 66°07'13" East with the north line of the said 8.36 acre tract and the south line of the said 87.56 acre tract, a distance of 403.27 feet to a 3/4" iron pipe found for the northwest corner of the said 101.8 acre tract, being the northeast corner of the said 8.36 acre tract, being a southeast corner of the said 87.56 acre tract, being also the southwest corner of a 57.895 acre tract described in Document No. 2007068155 of the Official Public Records of Williamson County, Texas;

THENCE North 68°21'51" East with the north line of the said 101.8 acre tract and the south line of the said 57.895 acre tract, a distance of 864.73 feet to a 1/2" rebar with "Early Boundary" cap set in the southwest right-of-way line of Ed Schmidt Boulevard, from which a 1/2" rebar found for the northeast corner of the said 101.8 acre tract, being the southeast corner of the said 57.895 acre tract, bears North 68°21'51" East, a distance of 1089.76 feet;

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THENCE crossing the said 101.8 acre tract and with the southwest right-of-way line of Ed Schmidt Boulevard, with a curve to the left, having a radius of 2560.00 feet, a delta angle of 01°25'08", an arc length of 63.39 feet, and a chord which bears South 59°20'04" East, a distance of 63.39 feet to a 1/2" rebar with "Early Boundary" cap set;

THENCE crossing the said 101.8 acre tract, the following five (5) courses and distances:

1. South 68°23'19" West, a distance of 371.08 feet to a 1/2" rebar with "Early Boundary" cap set;

2. With a curve to the left, having a radius of 2860.00 feet, a delta angle of 04°42'28", an arc length of 234.99 feet, and a chord which bears South 57°46'18" East, a distance of 234.93 feet to a 1/2" rebar with "Early Boundary" cap set;

3. South 60°07'32" East, a distance of 625.97 feet to a calculated point inside a building;

4. With a curve to the right, having a radius of 2140.00 feet, a delta angle of 04°32'02", an arc length of 169.34 feet, and a chord which bears South 57°51'28" East, a distance of 169.29 feet to a 1/2" rebar with "Early Boundary" cap set;

5. North 35°38'43" East, a distance of 300.06 feet to a 1/2" rebar with "Early Boundary" cap set in the southwest right-of-way line of Ed Schmidt Boulevard, from which a 1/2" rebar found in the southwest right-of-way line of Ed Schmidt Boulevard, bears with a curve to the left, having a radius of 2440.00 feet, a delta angle of 04°41'09", an arc length of 199.55 feet, and a chord which bears North 57°46'55" West, a distance of 199.50 feet;

THENCE crossing the said 101.8 acre tract and with the southwest right-of-way line of Ed Schmidt Boulevard, with a curve to the right, having a radius of 2440.00 feet, a delta angle of 02°09'38", an arc length of 92.01 feet, and a chord which bears South 54°21'31" East, a distance of 92.00 feet to a 1/2" rebar with "Early Boundary" cap set;

THENCE crossing the said 101.8 acre tract, the following three (3) courses and distances:

1. South 35°38'43" West, a distance of 300.06 feet to a 1/2" rebar with "Early Boundary" cap set;

2. With a curve to the right, having a radius of 2140.00 feet, a delta angle of 25°20'55", an arc length of 946.77 feet, and a chord which bears South 40°27'12" East, a distance of 939.06 feet to a 1/2" rebar with "Early Boundary" cap set;

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3. North 68°06'47" East, a distance of 301.40 feet to a 1/2" rebar with "Early Boundary" cap set in the southwest right-of-way line of Ed Schmidt Boulevard;

THENCE crossing the said 101.8 acre tract and with the west right-of-way line of Ed Schmidt Boulevard, with a curve to the right, having a radius of 2440.00 feet, a delta angle of 09°24'13", an arc length of 400.46 feet, and a chord which bears South 22°21'03" East, a distance of 400.01 feet to the **POINT OF BEGINNING**, containing 77.881 acres of land, more or less.

Surveyed on the ground on August 10, 2022.

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

Attachments: Survey Drawing No. 1006-032-BASE

10/21/22

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

DocuSign Envelope ID: 9E24EA2F-4878-49E3-B3A1-0AA43727BA7B

SKETCH TO ACCOMPANY A DESCRIPTION OF 77.881 ACRES (APPROXIMATELY 3,392,478 SQ. FT.) IN THE JAMES SHELTON SURVEY, ABSTRACT NO. 560, AND THE AARON ARMSTRONG SURVEY NO. 9, ABSTRACT 26, BOTH IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 101.8 ACRE TRACT, ALL OF AN 8.36 ACRE TRACT AND ALL OF A 3.50 ACRE TRACT CONVEYED TO NO-COUNT, LLC, IN A DEED DATED JUNE 26, 2013 AND RECORDED IN DOCUMENT NO. 2013060751 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	BEARING	CHORD	(RECORD CHORD)
C1	2560.00'	1°30'02"	67.05'	S59°22'31"E	67.05'	(S59°23'32"E 67.81')
C2	2440.00'	42°28'33"	1808.88'	S38°53'13"E	1767.74'	(S38°53'15"E 1769.79')
C3	2440.00'	1°11'07"	50.47'	S18°04'26"E	50.47'	(S17°59'26"E 50.20')
C4	2440.00'	6°59'45"	297.93'	S12°42'18"E	297.75'	(N13°31'52"W 348.29')
C5	2140.00'	4°32'02"	169.34'	S57°51'28"E	169.29'	
C6	2860.00'	4°42'28"	234.99'	S57°46'18"E	234.93'	
C7	2140.00'	25°20'55"	946.77'	S40°27'12"E	939.06'	
C8	2560.00'	1°25'08"	63.39'	S59°20'04"E	63.39'	
C9	2560.00'	0°04'54"	3.65'	S60°05'05"E	3.65'	
C10	2440.00'	4°41'09"	199.55'	N57°46'55"W	199.50'	
C11	2440.00'	26°13'33"	1116.86'	S40°09'56"E	1107.13'	
C12	2440.00'	2°09'38"	92.01'	S54°21'31"E	92.00'	
C13	2440.00'	9°24'13"	400.46'	S22°21'03"E	400.01'	

LINE TABLE

LINE	BEARING	DISTANCE	(RECORD)
L1	S60°07'32"E	27.35'	(S60°09'04"E 28.99')
L2	N68°21'51"E	151.66'	(N68°21'55"E 152.22')
L3	N29°52'28"E	119.59'	

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

11/1/22

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 1006-032-BASE

DATE OF SURVEY: 8/10/22
PLOT DATE: 11/1/22
DRAWING NO.: 1006-032-BND-8X11
DRAWN BY: EJD
SHEET 1 OF 7

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

SHEET INDEX
77.881 ACRES
APPROX. 3,392,478 SQ. FT.
ED SCHMIDT BOULEVARD
EMORY CROSSING BOULEVARD
VENTANA HILLS, LTD.
57.895 ACRES
(20070688155)
NO-COUNT, LLC
87.56 ACRES
(20130607751)
NO-COUNT, LLC
PORTION OF
101.8 ACRES
(20130607751)
TRACT 4
NO-COUNT, LLC
PORTION OF
101.8 ACRES
(20130607751)
TRACT 2
NO-COUNT, LLC
8.36 ACRES
(20130607751)
TRACT 3
NO-COUNT, LLC
3.50 ACRES
(20130607751)
TRACT 4
NO-COUNT, LLC
PORTION OF 101.8
ACRES
(20130607751)
C.W. WILCO, LLC
NO DEED INFORMATION FOUND
STARLIGHT HOMES TEXAS, L.L.C.
PORTION OF 86.192 ACRES
(20191108110)
ASHTON AUSTIN
RESIDENTIAL, L.L.C.
2.405 ACRES
(20210016624)
TODD M. RIGGAN AND
TAMMY RIGGAN
PORTION OF 27.895
ACRES
(20070224092)
WEHRING FAMILY
INVESTMENTS LP
16.20 ACRES
(20100069362)
T.K. INDUSTRIAL
PARK
(20180602874)
BLOCK A
LOT 9
LOT 8
LOT 7
LOT 6
LOT 5
SHEET 7
SHEET 4
SHEET 6
SHEET 5
1" = 400'
EARLY LAND
SURVEYING,
LLC
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO.
10194487
DRAWING NO.: 1006-032-BND-8X11
SHEET 2 OF 7

Exhibit A

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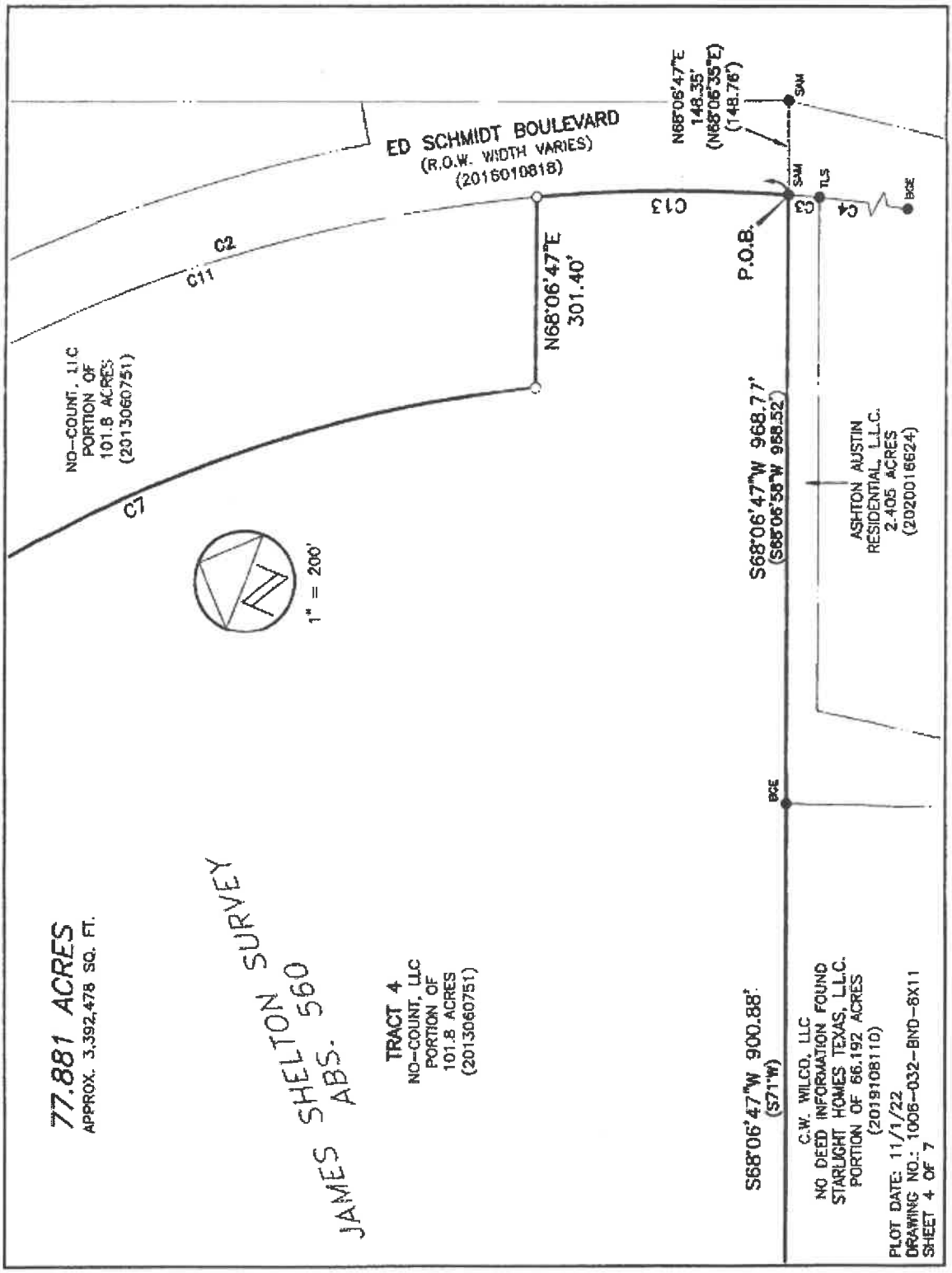
77.881 ACRES
APPROX. 3,392,478 SQ. FT.
JAMES SHELTON SURVEY
ABS. 560
TRACT 4
NO-COUNT, LLC
PORTION OF
101.8 ACRES
(20130607S1)
C.W. WILCO, LLC
NO DEED INFORMATION FOUND
STARLIGHT HOMES TEXAS, L.L.C.
PORTION OF 66.192 ACRES
(20191108110)
ASHTON AUSTIN
RESIDENTIAL, L.L.C.
2.405 ACRES
(20200118624)
NO-COUNT, LLC
PORTION OF
101.8 ACRES
(20130607S1)
ED SCHMIDT BOULEVARD
(R.O.W. WIDTH VARIES)
(2016010818)
C1
C2
C3
C4
C7
C11
C13
P.O.B.
BOE
SAM
TLS
N68°06'47"E
301.40'
N68°06'47"E
148.35'
(N68°06'35"E)
(148.76')
S68°06'47"W 968.77'
(S68°06'58"W 968.52')
S68°06'47"W 900.88'
(S71°W)
1" = 200'
PLOT DATE: 11/1/22
DRAWING NO.: 1006-032-BND-8X11
SHEET 4 OF 7

Exhibit A

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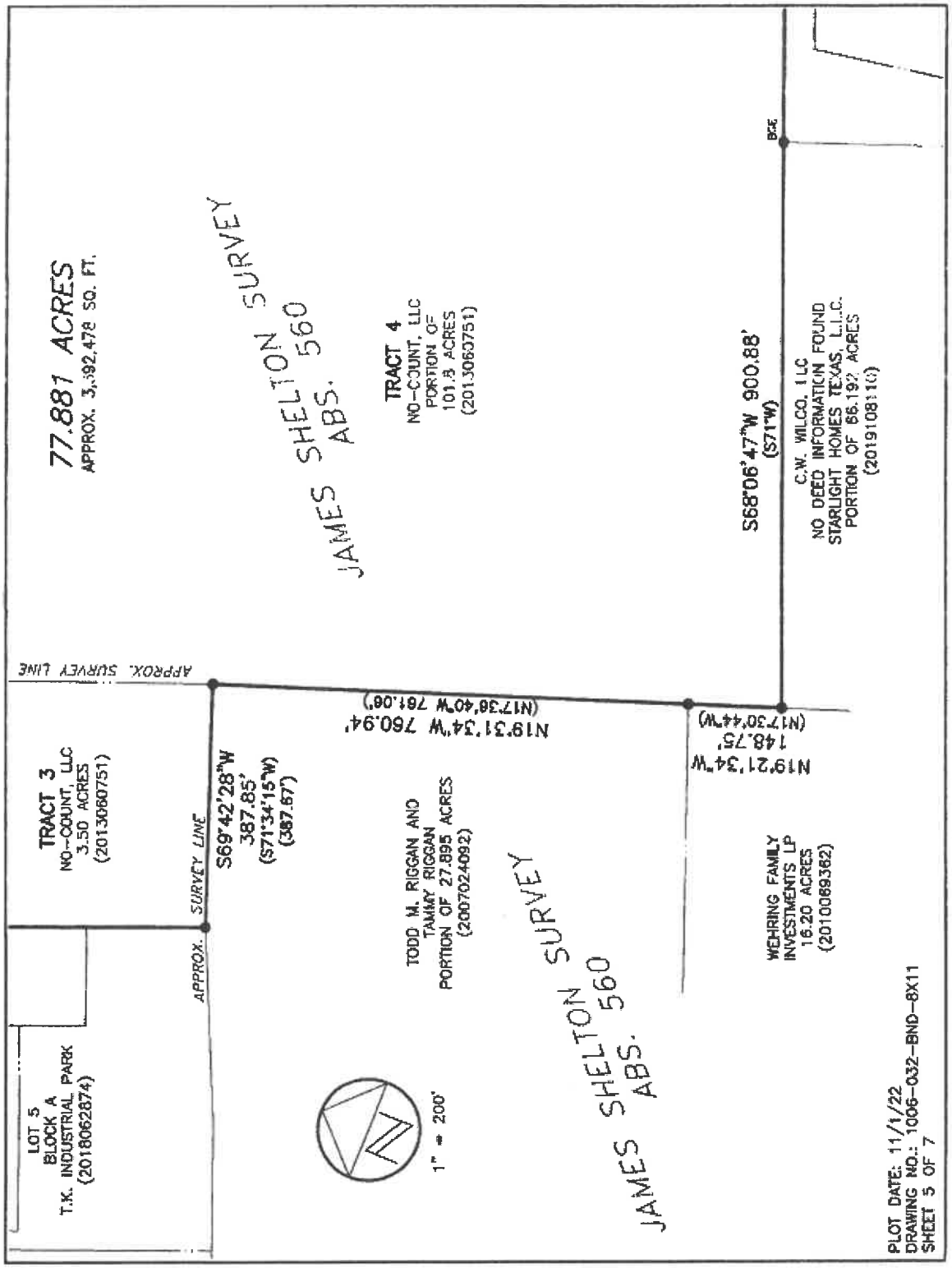

Exhibit A

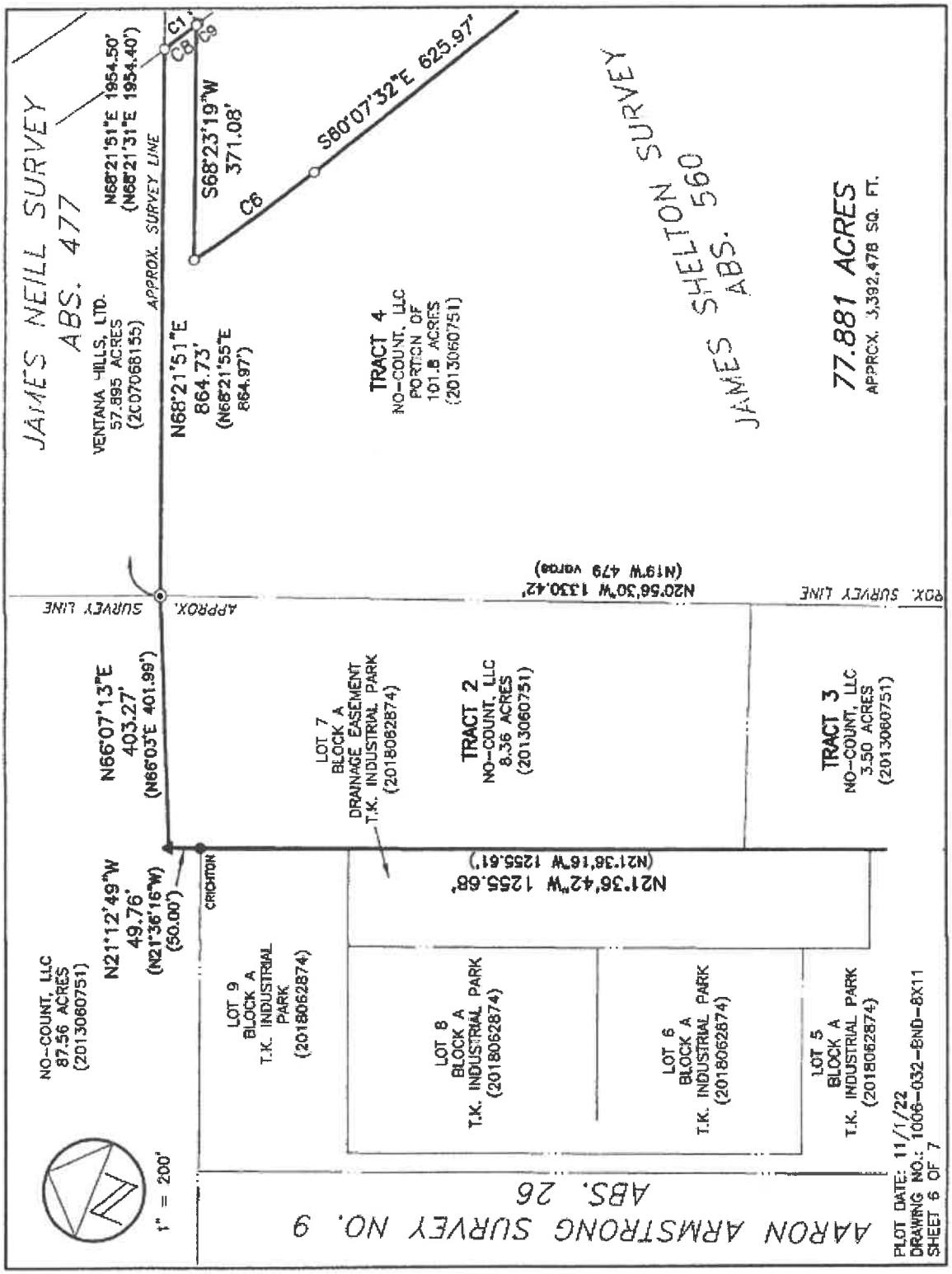
JAMES NEILL SURVEY
ABS. 477
VENTANA HILLS, LTD.
57.895 ACRES
(2007068135)
APPROX. SURVEY LINE
N68°21'51"E 1954.50'
(N68°21'31"E 1954.40')
C1
C2
C3
S68°23'19"W
371.08'
C6
S60°07'32"E 625.97'
N68°21'51"E
864.73'
(N68°21'55"E
864.97')
TRACT 4
NO-COUNT, LLC
PORTION OF
101.8 ACRES
(2013060751)
JAMES SHELTON SURVEY
ABS. 560
77.881 ACRES
APPROX. 3,392,478 SQ. FT.
N20°56'30"W 1330.42'
(N19°W 479 varas)
APPROX. SURVEY LINE
POX. SURVEY LINE
N66°07'13"E
403.27'
(N66°03'E 401.99')
LOT 7
BLOCK A
DRAINAGE EASEMENT
T.K. INDUSTRIAL PARK
(2018062874)
TRACT 2
NO-COUNT, LLC
8.36 ACRES
(2013060751)
TRACT 3
NO-COUNT, LLC
3.50 ACRES
(2013060751)
N21°36'42"W 1255.68'
(N21°36'16"W 1255.61')
N21°12'49"W
49.76'
(N21°36'16"W)
(50.00')
CRIGHTON
NO-COUNT, LLC
87.56 ACRES
(2013060751)
LOT 9
BLOCK A
T.K. INDUSTRIAL
PARK
(2018062874)
LOT 8
BLOCK A
T.K. INDUSTRIAL PARK
(2018062874)
LOT 6
BLOCK A
T.K. INDUSTRIAL PARK
(2018062874)
LOT 5
BLOCK A
T.K. INDUSTRIAL PARK
(2018062874)
AARON ARMSTRONG SURVEY NO. 9
ABS. 26
1" = 200'
PLOT DATE: 11/1/22
DRAWING NO.: 1006-032-BND-8X11
SHEET 6 OF 7

Exhibit A

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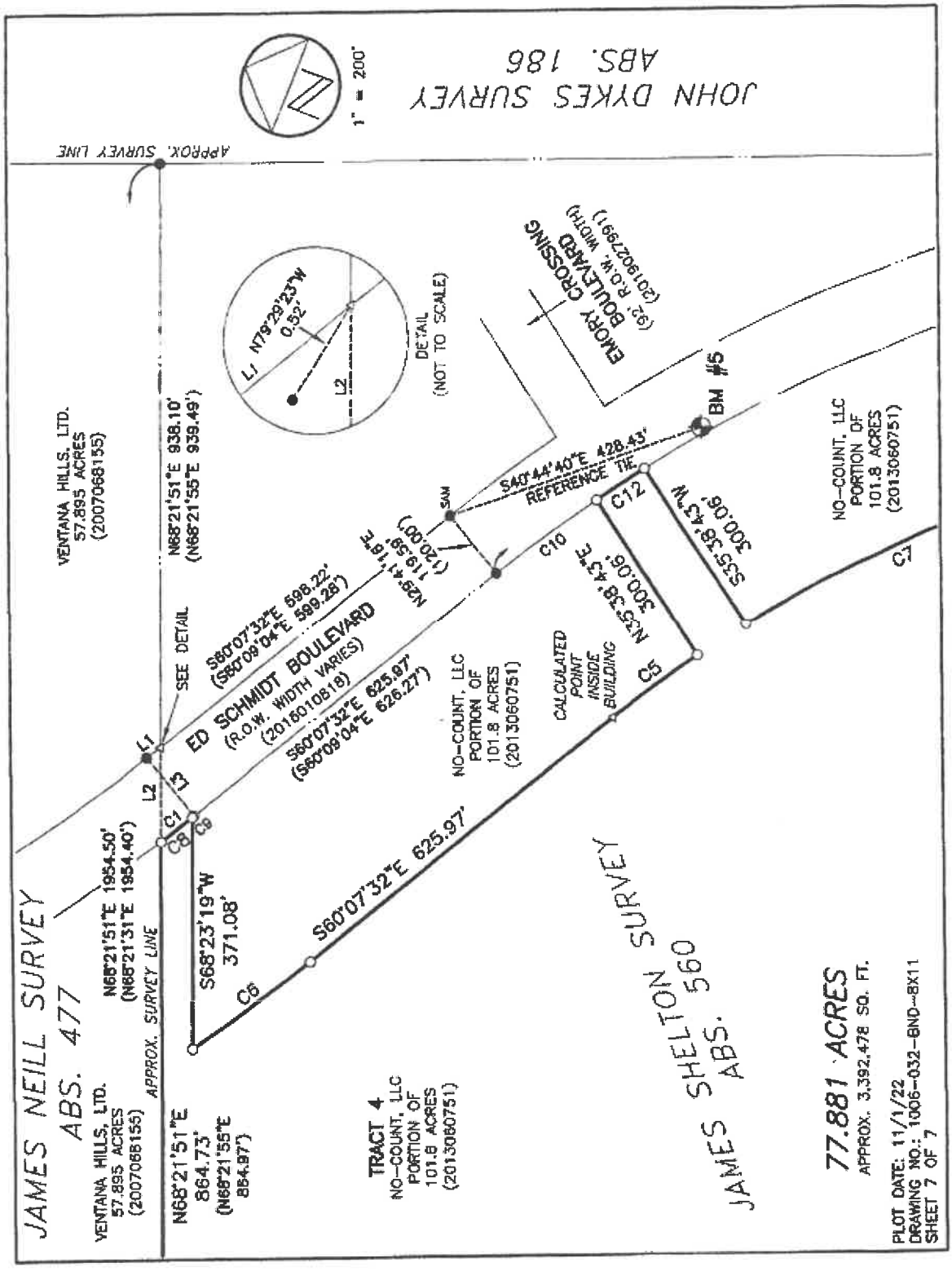


Exhibit A

AGENDA ITEM REPORT
10.8.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2026-151, authorizing the City Manager to execute the First Amendment to the 2026 Facilities Utilization Agreement between the City of Hutto and the Hutto Youth Baseball Softball Association (HYBSA). (Jeff White)
Meeting:	Thursday, August 6, 2026
Department:	Parks and Recreation /
Staff Contact:	Jeff White

ITEM SUMMARY:

During the June 4, 2026, City Council Work Session with the Hutto Youth Baseball Softball Association (HYBSA), Council directed staff to return with a proposed amendment to the existing Facilities Utilization Agreement. The intent of this amendment is to establish clearer guidelines, define areas of joint collaboration, and incorporate the Community Support items discussed during the session.

This amendment formalizes expectations, clarifies shared responsibilities, and strengthens the partnership between the City and HYBSA to ensure high-quality field conditions and a positive experience for all users.

At the July 16, 2026, meeting, staff presented a Facilities Use Agreement Amendment outlining a portion of changes to the 2026 agreement. Staff interpreted the directive for “porter service” and “raking/dragging/chalking” to apply exclusively to the 2027 Facilities Use Agreement. In an effort to resolve any discrepancy in understanding between the interpreted motion and Council’s feedback provided during the July 16th Council meeting, staff is including “porter service” and “raking/dragging/chalking” in this amendment to the 2026 agreement.

June 4th Council Motion
Motion by Mayor Snyder, second by Mayor Pro Tem Thornton, to approve an amendment to the contract and put in next year’s contract to add the Community Support items as presented, additionally, HYBSA will be responsible for the following: porter service, raking/dragging/chalking, hot water heater added before the next game, add changing tables to the men’s/women’s restrooms, addition of a storage shed and coordinate with Parks staff on location. Motion passed 7:0.

FISCAL NOTES:

There is no fiscal impact associated with this agenda item.

AGENDA ITEM REPORT
10.8.

ATTACHMENTS:

1. HYBSA Amendment ResolutionAugust2026
2. FIRST AMENDMENT TO IHE FACILITIES UTILIZATION AGREEMENT PARTIALLY EXECUTED
3. HYBSA 2026 Executed

RESOLUTION NO. R-2026-xxx

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING THE FIRST AMENDMENT TO THE FACILITIES UTILIZATION AGREEMENT BETWEEN THE CITY OF HUTTO AND THE HUTTO YOUTH BASEBALL SOFTBALL ASSOCIATION (HYBSA) AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT; PROVIDING PROPER NOTICE AND MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Williamson County, Texas (the "City") is a home rule city operating under the laws of its Charter and the State of Texas, by and through its duly elected Council Members; and

WHEREAS, the City and the Hutto Youth Baseball Softball Association (the "HYBSA" or the "Association") entered into a Facilities Utilization Agreement (the "Agreement") on October 2, 2025, for the term of January 1, 2026 through December 31, 2026; and

WHEREAS, the City Council finds it necessary and appropriate to amend the Agreement to clarify responsibilities related to maintenance, facility upkeep, and certain improvements across City-managed athletic fields; and

WHEREAS, the proposed First Amendment includes the addition of specific City responsibilities related to facility enhancements, as well as HYBSA responsibilities supporting field upkeep and general maintenance; and

WHEREAS, the City Council desires to approve the First Amendment and authorize the City Manager to execute the document on behalf of the City.

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

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

SECTION 2. The City Council of the City of Hutto, Texas approves and authorizes the City Manager to execute the First Amendment to the Facilities Utilization

Agreement between the City of Hutto and the Hutto Youth Baseball Softball Association, **Attachment 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 6th day of August 2026, on a vote of _____ AYES; _____ NAYS; and _____ ABSTENTIONS.

(Remainder of page intentionally left blank.)

CITY OF HUTTO, TEXAS

_____

Mike Snyder, Mayor

ATTEST

_____

Laura Hallmark, City Secretary

FIRST AMENDMENT
TO THE FACILITIES UTILIZATION AGREEMENT
BETWEEN THE CITY OF HUTTO AND
HUTTO YOUTH BASEBALL SOFTBALL ASSOCIATION (HYBSA)

This First Amendment ("Amendment") to the Facilities Utilization Agreement ("Amendment"), between the City of Hutto ("City") and the Hutto Youth Baseball Softball Association ("HYBSA" or "Association") is entered into effective as of the date of the last signature below.

WHEREAS, the City and the Association entered into a Facilities Utilization Agreement on October 2, 2025 for the term of January 1, 2026, through December 31, 2026; and

WHEREAS, City Council desires to amend the Agreement to clarify responsibilities related to field maintenance, facility upkeep, and certain improvements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to amend the Agreement as follows:

1. Addition of City Responsibilities
The following language is added to Section 13: Field/Facility Use and Enhancements of the Agreement:

13(h). The City shall be responsible for the purchase and installation of:

- A new water heater at Mager Fields.
- New changing tables for restrooms at Holmstrom Fields and Mager Fields by July 25, 2026; and
- A 10 x 12 storage shed to support ongoing Association operations by August 31, 2026.

2. Addition of HYBSA Support Responsibilities
The following language is added as Section 8(b), 13(b), 13(f), 13(i) of the Agreement:

8(b). Association is permitted to drag, rake, and chalk as needed.

13(b) Field maintenance will be done by the City, including maintaining the grass, mowing, edging, maintaining irrigation, chalking, and painting field lines when necessary. Association is permitted to perform porter services and may rake, drag, and chalk the fields when necessary. The City will not be supply materials or equipment for these activities.

13(f). The City will provide a 10 x 12 storage shed. All storage used by the participants, or any other user groups shall be maintained in a clean and orderly manner or the user's privileges will be revoked. Any additional storage areas that are needed must be pre-approved and comply with the City of Hutto building and permit standards.

13(i). HYBSA shall assist the City with the following support functions related to field and facility upkeep:

General Responsibilities (all complexes):
• Keeping dugouts clean before and after games.
• Picking up trash, water bottles, and gear left behind.
• Reattaching loose windscreens as needed.
• Putting back base plugs after use.
• Cleaning and wiping down seating and sitting areas.
• Keeping concession stand areas free of clutter.
• Promptly informing City staff of any issues or concerns.

Mager Fields:
• Red Field: Assist with digging out water-runoff channels.
• Red Field: Assist with infield grading.
• Blue Field: Assist with sod cutting.
• Blue Field: Assist with reinforcing the front of the pitching mound.
• Blue & Orange Fields: Assist with repairs to the halo.
• Assist with landscaping around the complex (not on the fields).
• Assist with painting exterior concession eaves and walls.

Holmstrom Field:
• Assist with fencing repairs as needed.
• Assist with cleaning out drain pipes between dugouts.
• Assist with cleaning bullpen warm-up areas.
• Assist with proper storage of the pitching mound.
• Assist in resetting base plugs.

Creekside Fields:
• Assist with repairing fencing and backstops.
• Assist with grading the fields.
• Assist with creating base circles.

All field improvement work must be completed by December 31, 2026.

3. No Other Changes
All other terms and conditions of the original Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the date indicated below.

ASSOCIATION

By: _____
Name: Al Martinez
Title: President
Date: 07/23/2026

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this _____ day of _____ 2026, by James Earp, as City Manager of the City of Hutto, Texas.

_____
Notary Public, State of Texas

My commission expires:

_____

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this 23 day of July 2026, by Al Martinez, as President of the Hutto Youth Baseball Softball Association.

Angela Kavanaugh
Notary Public, State of Texas

ANGELA KAVANAUGH
My Notary ID # 131551328
Expires November 10, 2029

My commission expires:

November 10, 2029

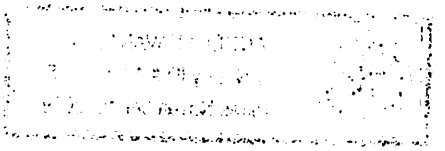
CITY

By: _____
James Earp, City Manager
Date: _____

ATTEST:

By: _____
Laura Hallmark, City Secretary

(Acknowledgements on the following page)



RESOLUTION NO. R-2025-294

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A FACILITY USE AGREEMENT WITH HUTTO YOUTH BASEBALL SOFTBALL ASSOCIATION; PROVIDING PROPER NOTICE AND MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto values outstanding parks and recreation opportunities and recognizes them as a vital component of economic development; and

WHEREAS, the City of Hutto puts an emphasis on quality-of-life youth sports opportunities for its residents; and

WHEREAS, Section 18.02.004 of the Hutto Parks and Recreation Ordinances outlines the youth sports associations and fee requirements; and

WHEREAS, the City Council desires to authorize the City Manager to execute a Facilities Use Agreement ("Agreement"), attached as Exhibit A with Hutto Youth Baseball and Softball Association.

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 AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on The 2nd of October, 2025, on a vote of 7 AYES; 0 NAYS; and _____ ABSTENTIONS.

(Remainder of page intentionally left blank.)

CITY OF HUTTO, TEXAS:

Mike Snyder, Mayor

ATTEST:

Laura Hallmark, City Secretary

CITY OF HUTTO
PARKS AND RECREATION
FACILITIES UTILIZATION AGREEMENT FOR
HUTTO YOUTH BASEBALL SOFTBALL ASSOCIATION

This Facilities Use Agreement (the "Agreement") is entered into on this 2nd day of October 2025 (the "Effective Date") between the City of Hutto, a home-rule municipal corporation in the State of Texas (herein called "City") with principal offices in Williamson County at 500 West Live Oak, Hutto, Texas 78634, by and through its Parks and Recreation Department, and the Hutto Youth Baseball Softball Association, a Texas nonprofit corporation with principal offices in Williamson County at 100 Mager Lane, Hutto, Texas ~~78624~~ 78634 (herein called "Association"), each a "Party" and together the "Parties."

RECITALS

WHEREAS, Chapter 18, Article 18.02, Division 1, of the Code of Ordinances (the "Parks and Recreation Ordinance"), pursuant to Section 18.02.004, allows youth sports associations and recreational programs to use public facilities provided and maintained by the City and establishes certain required contract terms and fees; and

WHEREAS, the Parks and Recreation Ordinance requires the City to enter into a written contract agreement with the Association and that it contains specific terms; and

WHEREAS, the Association is a youth sports association operating a volunteer baseball and softball program that works with the City to provide baseball and softball programs to the City's youth.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants hereinafter set forth, the Parties agree as follows:

AGREEMENT:

1. **Incorporation of Recitals:** The recitals are hereby accepted as true and are incorporated and adopted as part of this Agreement.

2. **Purpose:** The Association may use public athletic facilities that are provided and maintained by the City of Hutto. In return for the use of those facilities, the Association hereby agrees to abide by the following standards, requirements, and policies established by the City of Hutto Parks and Recreation Department, with the understanding that failure to abide by these standards and policies results in restriction of facility use or the cancellation of this Agreement.

3. **Nature of the Agreement:** The Association will sign this Agreement, specify league management and sports guidelines, insurance requirements, budget, and fiscal controls, concessions, field scheduling, and follow and adhere to the schedule of required

documents and deadlines. Further, the Association shall sign before advertising and conducting registration for a new season.

4. **Term:** The term of this Agreement shall be from January 1, 2026, through December 31, 2026. The City reserves the right not to renew this agreement.

5. **Communication with the City:** The Association shall maintain a communication network with the City through the President, or other chief officer or highest principal of the Association however titled, for facility requests or needs. Any member of the Board may contact the City if the listed point of contact cannot be reached.

6. **Repairs or Services to City Facilities Prohibited:** No Association member or representative shall approve or authorize any repair or services to City facilities on behalf of the City. Any services rendered under these conditions shall be the financial responsibility of the Association and can result in the cancellation of this agreement.

7. **League Management and Sports Guidelines:**

   a. The Association will submit its practice and game schedules as well as current (in-season) tournaments, camps, or clinics, via email to pard@huttotx.gov within three (3) weeks after registration concludes. This will prevent double bookings and other scheduling conflicts. Failure to comply could result in a loss of fields.

   b. All age groups, divisions, or leagues shall have equal access to available field use time, subject to this Agreement and the schedule approved by the City Parks and Recreation Department.

   c. Any expansion or changes (including post-season tournaments) to Association programming that may affect field preparation or league programming must be pre-approved by the Parks and Recreation Department. Written requests must be submitted to pard@huttotx.gov at least fifteen (15) business days in advance of the first expanded or changed event to be held to pard@huttotx.gov. Decisions will be based on the overall benefit to the participants, as determined by the City.

   d. In addition to adhering to all Federal, State, and local laws, the Association will adhere to all City Ordinances and policies that regulate the use of City athletic fields and facilities, and all Parks and Recreation rules and ordinances shall be adhered to at all times.

   e. The Association must provide to the City an update on its non-profit IRS 501(c)(3) status. It must be in good standing with the IRS and other local, state, and federal agencies. Association warrants that at the time of signing, they are in such good standing.

f. The Association is responsible for ensuring athletic fields and facilities lighting is operated only during periods of use for the pre-approved activity. Under no circumstance should field lights be on with no activity present.

g. Checks required by this subparagraph are completed only when the results are provided in writing to the City Manager or their designee. When offering youth sports for those under the age of eighteen (18), the Association must comply with the following:

1. require criminal history background checks on all coaches by an agency approved by the City Manager or their designee, per Parks and Recreation Ordinance Section 18.02.004 (b)(6).

2. ensure new coaches and all other adults participating in the program having involvement with minors added at any time during the year also undergo such background checks and that background checks are completed on each coach at least one time per year.

3. ensure coaches and parents are certified and/or trained by an agency approved by the City Manager or their designee, per Parks and Recreation Ordinance Section 18.02.004 (b)(7).

h. The Association shall be responsible for ensuring there is no alcohol or unlawful drugs are present on City property while being used for an Association activity, and that there is no improper disposal of glass containers there, per Parks and Recreation Ordinance Section 18.02.002.

i. To the fullest extent not contrary to law, any and all signage (banners, flyers, menu boards, etc.) temporary or permanently mounted at the City fields, fences, or inside the area must be approved by the Parks and Recreation Department. Signage must be removed at the end of each season.

8. **Fee Requirements:**

a. To help recover a portion of the operations costs of facility, the Association shall pay to the City a per-season fee of $15.00 per resident registration and $20.00 per nonresident registration, in addition to other approved fees outlined below.

b. Field preparation (striping and painting) shall be done by the City.

c. Fees are due to the City within fifteen (15) business days of the conclusion of the season as contemplated at the time of Agreement signing, not inclusive of

Paragraph 7(c) expansions. Failure to pay fees in a timely manner may result in loss of field privileges and disqualification from any further use of City property.

d. The Association may not charge any other fees without prior approval of the City for any event. Each event will be considered separately. The Association shall not sub-lease facilities or collect fees from any other use of the facilities without prior written permission. (Example: independent tournaments, inter-league scheduling, etc.)

e. Potential sponsors and sponsorships must be appropriate for minor and youth sports participants. To the fullest extent permitted by law, the City reserves the right to deny a sponsor if they are not deemed appropriate by the City Manager or their designee.

f. Pre-Approved Association Fees

Light Fee	$20 per hour per field
Resident Fee	$15 per player per season
Non- Resident Fee	$20 per player per season

Out-of-Season Tournaments Field Rental Fees (Mager and/or Holmstrom)

Field & Light Rental	$500 per season
Deposit	Waived
Gate Fee (if approved)	20% of fee
Team Fee (All-Star Only)	$10 per team

g. Approved Concessions Fees (Mager and/or Holmstrom)

Rental fee (Weekend)	$50 per day
Rental fee (Weekday)	$15 per day
PARD Staff (if necessary)	$25 per hour
Deposit	$500 refundable per season

Additional Field Maintenance Fees

Re-Chalking	$25 per field
Re-Dragging	$20 per field

9. **Insurance Requirements:**

a. Individual players, participants, or spectators are not covered by any insurance policy held by the City of Hutto.

b. The Association shall carry commercial general liability insurance with a minimum coverage of one million dollars ($1,000,000) for each occurrence, with at least one million dollars ($1,000,000) aggregate. The City shall be listed as an additional

insured on the policies. Insurance policies that do not meet these requirements will be forwarded to the City's Legal Department for review. Acceptance is at the City's sole discretion. **Proof of insurance must be submitted by January 31st of each year.**

c. Glass breakage or other damage to vehicles on rights-of-way or in parking lots are not subject to coverage under the City's insurance policy. Theft, vandalism, or damage to personal vehicles parked on the park property is not subject to any coverage by the City and **the City shall be released, indemnified, and held harmless from such incidents.** It is recommended that participants and spectators carry their own auto insurance and lock their vehicles during events at City facilities.

d. Neither theft nor loss of property/damage to equipment and supplies caused by inclement weather or any other means is the responsibility of the City. Association shall ensure **all participants release, indemnify, and hold the City harmless from and against any damages from such incidents.** This includes all items stored in concession facilities, meeting rooms, and storage areas.

e. **THE CITY'S PARKS AND ALL FACILITIES ARE ACKNOWLEDGED BY THE ASSOCIATION TO BE ACCEPTED IN AN "AS IS" AND "WHERE IS" CONDITION AND NO REPRESENTATIONS OR WARRANTIES AS TO FITNESS, SAFETY, HABITABILITY OR SUITABILITY ARE MADE BY THE CITY. SAID REPRESENTATION AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. THE CITY DOES NOT GUARANTEE OR WARRANT THAT THE PARK, THE FACILITIES, THE SERVICES TO BE PROVIDED BY THE CITY, OR LIGHTING FACILITIES OR OTHER EQUIPMENT WILL BE APPROPRIATE, EFFECTIVE, OR USEABLE BY THE ASSOCIATION. THE CITY SHALL NOT BE HELD RESPONSIBLE OR LIABLE IN ANY WAY FOR ANY FAILURE TO FURNISH OR MAKE AVAILABLE ANY FACILITY, SERVICE, OR EQUIPMENT.**

f. **THE ASSOCIATION ACKNOWLEDGES THAT ITS ACTIVITIES AND ITS INTENDED USE OF CITY FACILITIES CARRY INHERENT RISKS AND MAY RESULT IN INJURY TO PERSONS AND LOSS OR DAMAGE TO PROPERTY. THE ASSOCIATION SHALL INSPECT ALL FIELDS AND FACILITIES PRIOR TO ANY USE AND ASSUMES ANY DAMAGE OR LOSS ARISING FROM THE ASSOCIATION'S NEGLIGENCE OR OTHER FAULT. THE ASSOCIATION SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY AND ITS OFFICIALS, OFFICERS, EMPLOYEES, AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, INJURIES, AND LOSSES IN ANY WAY**

ARISING FROM THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE ASSOCIATION.

10. **Budget and Fiscal Controls:**

    a. To assure fiscal control, the Association will:
        i. Immediately notify Hutto Parks and Recreation Department at pard@huttotx.gov, of any financial difficulty.
        ii. Association must use best practices for records and storage retention.
        iii. Immediately notify Parks and Recreation Department of any change in the Association's U.S. Internal Revenue Code section 501(c)(3) status.
        iv. Immediately notify Parks and Recreation Department of any change in the Association's insurance coverage for the lines of insurance required by this Agreement.

    b. The City reserves the right to inspect the Association's financial records at any time. All financial documents must be provided within seventy-two (72) hours of a written request from the City. It shall be the Association's responsibility to provide all requested items.

11. **Concessions:** Associations may operate concession stands under the following guidelines:

    a. Association is responsible for the operations of the concession stands.

    b. Association shall not sub-contract or assign the concession facility to a third party.

    c. Sales of goods or other services not subject to this Agreement on City property (such as at opening and closing day events, camps, and fundraising events) shall be scheduled with the Parks and Recreation Department and are not covered by any separate concession agreements between the Association and a third party.

    d. Any other sales of goods or services not identified in this Agreement must comply with and pay fees as required under the current City ordinances.

The Association must follow local, state, and federal laws regarding food preparation and obtain the necessary permits and inspections from the City and Williamson County Health Department at its sole expense.

12. **Scheduling – Status of Playing Conditions:**

    a. City-sponsored activities will have priority in league schedules. The Parks and Recreation Department has final authority in field allocation.

b. Association will have access to the fields on the following days: Sunday, Monday, Tuesday, Wednesday, Thursday, and Saturday.

c. All game fields must be reserved through the Parks and Recreation Department. All game fields are closed to reservations from December 31st to February 1st and August 1st to August 31st to allow proper maintenance, upkeep, and renovation. Any exception must be approved in writing by the Director of Parks and Recreation.

d. Field preparation requests ***must*** be submitted to pard@huttotx.gov a minimum of ten (10) business days before the start of the season.

e. The City must be immediately notified at pard@huttotx.gov of any proposed game cancellations. The City has the absolute authority to close the parks and facilities in the event of inclement weather, wet grounds, man-made issues, or any other "act of nature" that causes questionable playing conditions.

f. Make-up games must be submitted to pard@huttotx.gov at least five (5) business days before any games unless such make-up games use existing reserved days and times.

g. City parks and fields close at 11:00 p.m. as set by City ordinance. Any formal exemptions must be requested at least ten (10) business days in advance by emailing the reasoning and justification to pard@huttotx.gov. The City has sole discretion whether to grant such an exception for programming purposes.

13. **Field/Facility Use and Enhancements:** Failure to comply with the following provisions can result in cancellation of the contract by the City.

a. The Association may not make any permanent improvements without the written approval of the City. Permanent improvements will be subject to City inspection and must meet City codes.

b. All field maintenance will be done by the City, including maintaining the grass, mowing, edging, maintaining irrigation, chalking, and painting field lines when necessary.

c. The Association is required to report any broken, damaged, or unsafe items via pard@huttotx.gov.

d. Association shall pick up all trash on and between all playing fields, dugouts, restrooms, bleacher areas, and parking areas (where applicable and within reason) and dispose of such trash into trash receptacles on the scheduled game and practice days.

e. Scheduled game times may begin no earlier than 8:00 a.m. and conclude no later than 11:00 p.m.

f. The Association will have permission to schedule field lights on an as-needed basis only. Lights are used for league practices and games, scheduled tournaments, special events, and make-up games approved by the City. Field lights will be turned off when games are completed or by 11 p.m.

g. The City is not obligated to provide storage or meeting space for the Association, the participants, or any other user groups. Any City property storage area that is made available to the Association, the participants, or any other user groups shall be maintained in a clean and orderly manner or the user's privileges will be revoked. Any additional storage areas that are needed must be pre-approved and comply with the City of Hutto building and permit standards.

14. **Field Allocations:**

a. Association is able use to fields at Creekside, Holmstrom, and Mager. Field allocations remain in effect throughout the contract period subject to any changes made by the City.

b. The City reserves the right to offer the fields for reservations by other parties when not in use by the Association.

c. Holmstrom field is closed to the Association on Monday, Wednesday, and Friday nights. Mager fields will be closed to the Association on Friday nights.

15. **Tournaments, Clinics, Camps, and Special Events:**

a. Tournaments and special events including, without limitation, clinics and camps, not linked to a Paragraph 7(c) season expansion or change must be approved in writing by the City and cannot be scheduled on the date of a City Special Event unless approved in writing.

b. Requests for use of City facilities/fields for such tournaments and special events must be made in writing at least six (6) weeks in advance. Such tournaments and special events must not be scheduled or advertised in advance until the Association receives written approval from the City.

c. Out-of-season or All-Star Tournaments may only be scheduled within the allowable dates according to this contractual Agreement. The Association will be charged $10.00 for each team participating in the tournament.

d. Gate fees may not be charged for entry into any public park without the prior written consent of the Parks and Recreation Department.

16. **Revocation of Contract:**

a. Enforcement of this Agreement will be implemented through periodic monitoring by the Parks and Recreation Department.

b. Failure to comply with all of the provisions set forth in this Agreement may result in this Agreement being immediately revoked effective ten (10) calendar days after delivery of written notice by the City to the Association, and all privileges set forth being eliminated, but the Association may during that ten-day period obtain a hearing upon such decision by requesting a hearing in writing to the City Manager or their designee. The request must state all factual and legal objections to the revocation. Unless the City Manager or their designee otherwise determines, such hearing will be in writing only. Notwithstanding anything else in this subparagraph b, any revocation made in the interests of individual or public health or safety, or based on any other emergency, will be effective immediately, and the Association will thereafter receive prompt notice and ten (10) calendar days after the emergency revocation to request a hearing thereon, with the same procedures as provided above for pre-revocation hearings in non-emergencies.

c. Reapplication for use of City facilities may be presented to the City and Board the following season.

17. **Field/Facility Inspection and Closure Agreement:**

a. The City will close the fields/facilities under the following conditions:

i. A City-sponsored event is scheduled.

ii. The fields need to be rested due to usage.

iii. The athletic fields and facilities are too wet and unplayable for games.

iv. The athletic fields and facilities need to be closed in the interest of participant safety and/or preservation of the playing surfaces.

18. **Procedures for Athletic Fields and Facilities Closure:**

a. The primary responsibility to determine athletic fields and facilities closure decisions shall rest with the City.

b. The Association contact has the responsibility to inform the Association and participants concerning field closure decisions and will also render a final game-day decision on the weekends when necessary.

c. The City will inspect the athletic fields and facilities by 3:00 p.m. on the game and/or practice day.

d. The City will render a decision based on field conditions and/or the weather.

e. The decision of the City will be final.

f. If inclement weather becomes a factor after 3:00 p.m., the umpires and/or Association officials shall follow the same guidelines for deciding cancellation or postponement.

19. **Limitations of Liability:** Under no circumstances will the City be liable for any claim, loss, damage, or injury, whether to persons or property, in connection with the use of City parks or facilities or in any way arising from this Agreement. The Association's sole remedy in the event of any breach of this Agreement by the City is a cancellation of this Agreement.

20. **Contact Information**: The following person is designated as the Association's contact person, who is to serve as the Association's primary point of contact and to receive all notices under this Agreement. This person's phone number and address must be current at all times throughout this agreement. This contact person or information may be changed by the Association only by written notice to the City.

Name:	Al Martinez
Phone:	(512) 900-0879
Email:	hybsl@yahoo.com

21. **Agreement Approval:** The person executing this Agreement on behalf of the Association, or representing themselves as such, warrants they are fully authorized by the Association to execute the Agreement and they will comply with and uphold all terms and provisions contained herein. Any violations of the terms will result in revoking or canceling the Agreement.

22. **Severability:** If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, then the invalid or unenforceable provision shall be struck from the Agreement and all other provisions shall remain in full force and effect, or the invalid or unenforceable provisions shall be amended to be enforceable and valid and to reflect the original intent of the Parties to the extent possible.

23. **Waiver:** Failure to remedy any breach shall not constitute a waiver of that right at the time of the breach or in the future. A waiver by either Party of any one right shall not be deemed to be a waiver or any other right. Rights may only be waived in writing or as waived herein.

24. **Jurisdiction and Venue:** This Agreement shall be subject to and interpreted in accordance with the laws of Texas. Venue shall be proper only in a court sitting in Williamson County, Texas.

25. **Entire Agreement:** This Agreement constitutes the complete understanding between the Parties regarding the subject-matter hereof and revokes any and all prior written or oral representations, agreements, understandings, and other communications upon such subjects.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the date indicated below.

ASSOCIATION

By: _____
Name: Al Martinez
Title: President
Date: 10/17/2025

CITY

By: _____
James Earp, City Manager
Date: 10/02/2025

ATTEST:

By: _____
Laura Hallmark, City Secretary

(Acknowledgements on the following page)

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this 2nd day of October 2025, by James Earp, as City Manager of the City of Hutto, Texas.

AMANDA TAYLOR
Notary Public, State of Texas
Comm. Expires 01-09-2029
Notary ID 132856239

Notary Public, State of Texas

My commission expires:

1-09-2029

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this 17th day of Oct 2025, by Al Martinez, as President of the Hutto Youth Baseball Softball Association.

AMANDA TAYLOR
Notary Public, State of Texas
Comm. Expires 01-09-2029
Notary ID 132856239

Notary Public, State of Texas

My commission expires:

1-09-2029

AGENDA ITEM REPORT
10.9.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2026-162 to approve Amended and Restated Bylaws of the TIRZ Board No.3 to reduce the quorum to three board members being present. (Legal)
Meeting:	Thursday, August 6, 2026
Department:	Legal /
Staff Contact:	Dottie Palumbo

ITEM SUMMARY:

The board for the Tax Increment Reinvestment Zone (TIRZ) Number 3 voted unanimously at their July 23, 2026 meeting to amend their bylaws. The only change to the bylaws is to update the number of board members and the number that constitutes a quorum.

Current bylaws:

Section 5. Quorum. A majority four (4) of the seven (7) directors holding current appointments shall constitute a quorum for the consideration of matters pertaining to the purposes of the Zone. The act of a majority of the directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board of Directors, unless the act of a greater number is required by law.

Amended to read:

Section 5. Quorum. A majority three (3) of the five (5) directors holding current appointments shall constitute a quorum for the consideration of matters pertaining to the purposes of the Zone. The act of a majority of the directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board of Directors, unless the act of a greater number is required by law.

The City has appointed five members to the board. The original bylaws provided for seven members of the board in the case that the County participated in the TIRZ. In that case, the County would have appointed two members. Because the County is not participating, the proposed amended bylaws reflect a board of five members. In addition, the proposed amended bylaws reflect a majority quorum, which would now be three members instead of five.

FISCAL NOTES:

No fiscal impact.

ATTACHMENTS:

AGENDA ITEM REPORT
10.9.

1. Hutto RES TIRZ 3 Amended Restated Bylaws 7.26.26
2. 20260723_Hutto_TIRZ 3 Amended Bylaws Draft_redline
3. 20260727_Hutto_TIRZ 3 Amended Bylaws Approved

RESOLUTION NO. R-2026-###

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING AMENDED AND RESTATED BYLAWS OF THE HUTTO MEGASITE TAX INCREMENT REINVESTMENT ZONE (TIRZ) NO. 3; PROVIDING PROPER NOTICE & MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Williamson County, Texas (the "City"), is a home rule city operating under the laws of its Charter and the State of Texas, by and through its duly elected City Council Members; and

WHEREAS, on July 23, 2026, the Board of Directors for the Hutto Megasite TIRZ No. 3 approved an amendment to the Bylaws reducing the Quorum to three (3) members; and

WHEREAS, the City Council approves the Amended and Restated Bylaws reducing the quorum to three (3) members.

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 the Amended and Restated Bylaws of the Hutto Megasite TIRZ No. 3, 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 6th of August, 2026, on a vote of ____ AYES; _____ NAYS; and _____ ABSTENTIONS.

CITY OF HUTTO, TEXAS:

_____

Mike Snyder, Mayor

ATTEST:

_____

Laura Hallmark, City Secretary

City of Hutto

Hutto Megasite Tax Increment Reinvestment Zone No. 3

AMENDED AND RESTATED BYLAWS

ARTICLE I
POWERS AND PURPOSE

Section 1. Financing Development or Redevelopment in the Zone. In order to implement the purposes for which the Hutto Megasite Tax Increment Reinvestment Zone No. 3, (the "Zone"), was formed, as set forth in Ordinance No. O-2022-054 approved on November 17, 2022, creating the Zone, the City of Hutto, Texas (the "City") may issue obligations to finance all or part of the cost of implementing the "project plan" for the Zone as defined in the Tax Increment Financing Act of the Texas Tax Code, Chapter 311, Vernon's Texas Codes Annotated (the "Act").

Section 2. Books and Records: Approval of Programs and Financial Statements. The Board of Directors shall keep correct and complete books and records of account and shall also keep minutes of its proceedings and the proceedings of committees having any of the authority of the Board of Directors. All books and records of the Zone may be inspected by any director or the director's agent or attorney for any proper purpose at any reasonable time; and at all times the City Council and the City Auditor will have access to the books and records of the Zone. The City Council must approve all programs and expenditures for the Zone and annually review any financial statements of the Zone.

ARTICLE II
BOARD OF DIRECTORS

Section 1. Powers, Number, and Term of Office. The property and affairs of the Zone shall be managed and controlled by the City Council based on the recommendations of the Board of Directors of the Zone ("Board of Directors" or "Board"), subject to the restrictions imposed by law, the ordinances creating the Zone, and these Bylaws. It is the intention of the City Council that the Board of Directors shall function only in an advisory capacity with respect to the Zone and shall exercise only those powers which are either granted to the Board pursuant to the Act or delegated to the Board by the City Council.

The Board of Directors shall consist of seven (7) directors appointed by the City Council of the City; however, should Williamson County (the "County") participate in the TIRZ, the City Council shall appoint five (5) directors and two (2) directors shall be appointed by the County Commissioners Court of Williamson County. Provided, however, that if a taxing unit (other than the City) waives its right to appoint a member to the Board, as evidenced by a written resolution duly adopted by the governing body of such taxing unit, the City may appoint such Board member in its stead.

The first members of the Board of Directors shall serve for an initial term ending December 31, 2023 or until their successors are appointed. Subsequent directors shall be appointed by the governing bodies of the City and the County, if the County participates, and shall serve for two (2) year terms beginning January 1, 2024 or until their successors are appointed by the respective governing bodies. Starting January 1, 2024, the members will serve staggered terms with four (4) members serving a two (2) year term from January 1, 2026 to December 31, 2026 and the remaining members serving a one (1) year term from January 1, 2024 to December 31, 2025. After that time, all members will serve staggered two (2) year terms.

Any director appointed by the City Council may be removed from office by the City Council for any reason as determined by the City Council. Any director appointed by any other governing body of a taxing unit with a right to appoint a member to the Board may by removed from office by the respective governing body for any reason as determined by the respective governing body.

In the event of a vacancy caused by the resignation, death, or removal for any reason, of a director, the governing body of the respective taxing unit which made such Board appointment shall be responsible for filling the vacancy.

Section 2. Meetings of Directors. The Board of Directors shall hold its meetings quarterly, if necessary, at City Hall, pursuant to the City of Hutto Code of Ordinances. Additional special meetings may be called as deemed necessary by the Board of Directors or the City Council. Quarterly meetings may be cancelled if the board has no business to discuss.

Section 3. Regular and Special Meetings. Regular Meetings shall be held quarterly, if necessary. Special Meetings of the Board of Directors shall be held at such times and places as shall be designated, from time to time, by the Board of Directors. All quarterly, regular meetings of the Board shall be of a public nature unless pertaining to matters of land purchase, security, personnel, matters where such meetings would be allowed by the Open Meetings Act, or strictly legal matters. Special meetings may be held in person at City Hall or by teleconference or videoconference, subject to the requirements of the Open Meetings Act. Special meetings held by teleconference or videoconference shall be for discussion purposes only, unless such teleconference or videoconference falls under an exception to the Open Meetings Act allowing action at a teleconference or videoconference. Notice of all regular and special meetings of the Board shall be posted in accordance with the provisions of the Open Meetings Act, Chapter 551, Texas Government Code. There shall be at least one Regular Meeting held each year.

Section 4. Emergency Meetings. Emergency Meetings of the Board of Directors shall be held whenever called by the chair or the majority of the directors then in office or upon advice or request by the City Council. The secretary shall give notice to each director of each Emergency Meeting. Emergency meetings may be held at City Hall, or may be held by teleconference or videoconference, subject to the requirements of the Open Meetings Act. Minutes of emergency meetings where decisions are made will be kept by the City Secretary.

Section 5. Quorum. A majority three~~four~~ (3~~4~~) of the five~~seven~~ (5~~7~~) directors holding current appointments shall constitute a quorum for the consideration of matters pertaining to the purposes of the Zone. The act of a majority of the directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board of Directors, unless the act of a greater number is

required by law.

Section 6. Conduct of Business. At the meetings of the Board of Directors, matters pertaining to the purposes of the Zone shall be considered in such order as from time to time the Board of Directors may determine. At all meetings of the Board of Directors, the chair shall preside and in the absence of the chair, the vice chair shall exercise the power of the chair.

The City Secretary or their designee shall act as secretary of all meetings of the Board of Directors, but in the absence of the City Secretary or their designee, the presiding officer may appoint any person to act as secretary of the meeting. City staff shall provide notice of meetings and prepare meeting agendas.

Within five (5) days of approval of minutes for each Regular, Special, and Emergency meeting, a copy of the approved minutes shall be submitted to the City Secretary.

Section 7. Compensation of Directors. Directors as such shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual reasonable expenses incurred in the performance of their duties hereunder.

Section 8. Attendance. Board members shall make every effort to attend all Regular, Special and Emergency meetings of the Board and/or Committees. The City Council may replace a City appointee of the Board or request replacement of an appointee from other taxing jurisdictions for non-attendance at twenty-five (25) percent or more of the meetings of the Board within a twelve (12) month period.

ARTICLE III
OFFICERS

Section 1. Titles and Term of Office. The officers of the Zone shall consist of a chair, a vice chair, and such other officers as the Board of Directors may from time to time elect or appoint; provided however that the City Council shall, on an annual basis, appoint the chair whose term shall end on December 31 of each year. Terms of office for officers, other than the chair, shall not exceed two (2) years.

A vacancy in the office of any officer, other than the chair, shall be filled by a vote of a majority of the directors.

Section 2. Powers and Duties of the Chair. The chair shall be the chief executive officer of the Board of Directors and, subject to the approval of the City Council, the chair shall be in general charge of the properties and affairs of the Zone and shall preside at all meetings of the Board of Directors.

Section 3. Vice Chair. The vice chair shall be a member of the Board of Directors, shall have such powers and duties as may be assigned to the vice chair by the Board of Directors and shall exercise the powers of the chair during that officer's absence or inability to act. Any action taken by the vice chair in the performance of the duties of the chair shall be conclusive evidence of the absence or inability to act of the chair at the time such action was taken.

Section 4. Secretary. The City Secretary or their designee shall keep the minutes of all meetings of the Board of Directors in books provided for the purpose, they shall have charge of such books, records, documents and instruments as the Board of Directors may direct, all of which shall at all reasonable times be open to inspection, and they shall in general perform all duties incident to the office of secretary subject to the control of the City Council and the Board of Directors.

Section 5. Compensation. Officers as such shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual reasonable expenses incurred in the performance of their duties hereunder.

Section 6. Staff. Staff functions for the Board of Directors may be performed by the City Manager or their designees.

ARTICLE IV
PROVISIONS REGARDING BYLAWS

Section 1. Effective Date. These Bylaws shall become effective only upon the adoption of these Bylaws by the Board of Directors. The Board of Directors shall submit its Bylaws to the City Council who may approve or disapprove of the Bylaws.

Section 2. Amendments to Bylaws. These Bylaws may be amended by majority vote of the Board of Directors, provided that the Board of Directors files with the City Council a written application requesting that the City Council approve such amendment to the Bylaws, specifying in such application the amendment or amendments proposed to be made. If the City Council finds and determines that it is advisable that the proposed amendment be made, authorizes the same to be made, and approves the form of the proposed amendment, the Board of Directors shall proceed to amend the Bylaws.

After consultation with the Board of Directors, the Bylaws may also be amended at any time by the City Council by adopting an amendment to the Bylaws by the City Council and delivering the Bylaws to the secretary of the Board of Directors.

Section 3. Interpretation of Bylaws. These Bylaws and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein. If any word, phrase, clause, sentence, paragraph, section or other part of these Bylaws, or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these Bylaws and the application of such word, phrase, clause, sentence, paragraph, section or other part of these Bylaws to any other person or circumstance shall not be affected thereby.

ARTICLE V
GENERAL PROVISIONS

Section 1. Notice and Waiver of Notice. Unless otherwise required by state law, whenever any notice whatsoever is required to be given under the provision of these Bylaws, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled hereto at the person's post office address, as it appears on the books of the Zone, and such notice shall be deemed to have been given on the day of such mailing. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting. A waiver of notice in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 2. Resignations. Any director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the City Council. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 3. Approval or Delegation of Power by the City Council. To the extent that these Bylaws refer to any approval or delegation of power by the City, such approval or delegation shall be evidenced by a certified copy of an ordinance, or resolution (if permissible), duly adopted by the City Council.

Approved by the Hutto Megasite TIRZ No. 3 Board of Directors on the 23rd day of July, 2026.

Approved by the Hutto City Council on the _____ day of _____, 20__.

City of Hutto

Hutto Megasite Tax Increment Reinvestment Zone No. 3

AMENDED AND RESTATED BYLAWS

ARTICLE I
POWERS AND PURPOSE

Section 1. Financing Development or Redevelopment in the Zone. In order to implement the purposes for which the Hutto Megasite Tax Increment Reinvestment Zone No. 3, (the "Zone"), was formed, as set forth in Ordinance No. O-2022-054 approved on November 17, 2022, creating the Zone, the City of Hutto, Texas (the "City") may issue obligations to finance all or part of the cost of implementing the "project plan" for the Zone as defined in the Tax Increment Financing Act of the Texas Tax Code, Chapter 311, Vernon's Texas Codes Annotated (the "Act").

Section 2. Books and Records: Approval of Programs and Financial Statements. The Board of Directors shall keep correct and complete books and records of account and shall also keep minutes of its proceedings and the proceedings of committees having any of the authority of the Board of Directors. All books and records of the Zone may be inspected by any director or the director's agent or attorney for any proper purpose at any reasonable time; and at all times the City Council and the City Auditor will have access to the books and records of the Zone. The City Council must approve all programs and expenditures for the Zone and annually review any financial statements of the Zone.

ARTICLE II
BOARD OF DIRECTORS

Section 1. Powers, Number, and Term of Office. The property and affairs of the Zone shall be managed and controlled by the City Council based on the recommendations of the Board of Directors of the Zone ("Board of Directors" or "Board"), subject to the restrictions imposed by law, the ordinances creating the Zone, and these Bylaws. It is the intention of the City Council that the Board of Directors shall function only in an advisory capacity with respect to the Zone and shall exercise only those powers which are either granted to the Board pursuant to the Act or delegated to the Board by the City Council.

The Board of Directors shall consist of seven (7) directors appointed by the City Council of the City; however, should Williamson County (the "County") participate in the TIRZ, the City Council shall appoint five (5) directors and two (2) directors shall be appointed by the County Commissioners Court of Williamson County. Provided, however, that if a taxing unit (other than the City) waives its right to appoint a member to the Board, as evidenced by a written resolution duly adopted by the governing body of such taxing unit, the City may appoint such Board member in its stead.

The first members of the Board of Directors shall serve for an initial term ending December 31, 2023 or until their successors are appointed. Subsequent directors shall be appointed by the governing bodies of the City and the County, if the County participates, and shall serve for two (2) year terms beginning January 1, 2024 or until their successors are appointed by the respective governing bodies. Starting January 1, 2024, the members will serve staggered terms with four (4) members serving a two (2) year term from January 1, 2026 to December 31, 2026 and the remaining members serving a one (1) year term from January 1, 2024 to December 31, 2025. After that time, all members will serve staggered two (2) year terms.

Any director appointed by the City Council may be removed from office by the City Council for any reason as determined by the City Council. Any director appointed by any other governing body of a taxing unit with a right to appoint a member to the Board may by removed from office by the respective governing body for any reason as determined by the respective governing body.

In the event of a vacancy caused by the resignation, death, or removal for any reason, of a director, the governing body of the respective taxing unit which made such Board appointment shall be responsible for filling the vacancy.

Section 2. Meetings of Directors. The Board of Directors shall hold its meetings quarterly, if necessary, at City Hall, pursuant to the City of Hutto Code of Ordinances. Additional special meetings may be called as deemed necessary by the Board of Directors or the City Council. Quarterly meetings may be cancelled if the board has no business to discuss.

Section 3. Regular and Special Meetings. Regular Meetings shall be held quarterly, if necessary. Special Meetings of the Board of Directors shall be held at such times and places as shall be designated, from time to time, by the Board of Directors. All quarterly, regular meetings of the Board shall be of a public nature unless pertaining to matters of land purchase, security, personnel, matters where such meetings would be allowed by the Open Meetings Act, or strictly legal matters. Special meetings may be held in person at City Hall or by teleconference or videoconference, subject to the requirements of the Open Meetings Act. Special meetings held by teleconference or videoconference shall be for discussion purposes only, unless such teleconference or videoconference falls under an exception to the Open Meetings Act allowing action at a teleconference or videoconference. Notice of all regular and special meetings of the Board shall be posted in accordance with the provisions of the Open Meetings Act, Chapter 551, Texas Government Code. There shall be at least one Regular Meeting held each year.

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Section 5. Quorum. A majority three (3) of the five (5) directors holding current appointments shall constitute a quorum for the consideration of matters pertaining to the purposes of the Zone. The act of a majority of the directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board of Directors, unless the act of a greater number is required by law.

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OFFICERS

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A vacancy in the office of any officer, other than the chair, shall be filled by a vote of a majority of the directors.

Section 2. Powers and Duties of the Chair. The chair shall be the chief executive officer of the Board of Directors and, subject to the approval of the City Council, the chair shall be in general charge of the properties and affairs of the Zone and shall preside at all meetings of the Board of Directors.

Section 3. Vice Chair. The vice chair shall be a member of the Board of Directors, shall have such powers and duties as may be assigned to the vice chair by the Board of Directors and shall exercise the powers of the chair during that officer's absence or inability to act. Any action taken by the vice chair in the performance of the duties of the chair shall be conclusive evidence of the absence or inability to act of the chair at the time such action was taken.

Section 4. Secretary. The City Secretary or their designee shall keep the minutes of all meetings of the Board of Directors in books provided for the purpose, they shall have charge of such books, records, documents and instruments as the Board of Directors may direct, all of which shall at all reasonable times be open to inspection, and they shall in general perform all duties incident to the office of secretary subject to the control of the City Council and the Board of Directors.

Section 5. Compensation. Officers as such shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual reasonable expenses incurred in the performance of their duties hereunder.

Section 6. Staff. Staff functions for the Board of Directors may be performed by the City Manager or their designees.

ARTICLE IV
PROVISIONS REGARDING BYLAWS

Section 1. Effective Date. These Bylaws shall become effective only upon the adoption of these Bylaws by the Board of Directors. The Board of Directors shall submit its Bylaws to the City Council who may approve or disapprove of the Bylaws.

Section 2. Amendments to Bylaws. These Bylaws may be amended by majority vote of the Board of Directors, provided that the Board of Directors files with the City Council a written application requesting that the City Council approve such amendment to the Bylaws, specifying in such application the amendment or amendments proposed to be made. If the City Council finds and determines that it is advisable that the proposed amendment be made, authorizes the same to be made, and approves the form of the proposed amendment, the Board of Directors shall proceed to amend the Bylaws.

After consultation with the Board of Directors, the Bylaws may also be amended at any time by the City Council by adopting an amendment to the Bylaws by the City Council and delivering the Bylaws to the secretary of the Board of Directors.

Section 3. Interpretation of Bylaws. These Bylaws and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein. If any word, phrase, clause, sentence, paragraph, section or other part of these Bylaws, or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these Bylaws and the application of such word, phrase, clause, sentence, paragraph, section or other part of these Bylaws to any other person or circumstance shall not be affected thereby.

ARTICLE V
GENERAL PROVISIONS

Section 1. Notice and Waiver of Notice. Unless otherwise required by state law, whenever any notice whatsoever is required to be given under the provision of these Bylaws, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled hereto at the person's post office address, as it appears on the books of the Zone, and such notice shall be deemed to have been given on the day of such mailing. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting. A waiver of notice in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 2. Resignations. Any director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the City Council. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 3. Approval or Delegation of Power by the City Council. To the extent that these Bylaws refer to any approval or delegation of power by the City, such approval or delegation shall be evidenced by a certified copy of an ordinance, or resolution (if permissible), duly adopted by the City Council.

Approved by the Hutto Megasite TIRZ No. 3 Board of Directors on the 23rd day of July, 2026.

Approved by the Hutto City Council on the 6th day of August, 2026.

AGENDA ITEM REPORT
10.10.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2026-163 authorizing the City Manager to execute an Artist Ownership and Limited Use Agreement with Charlene Martindale for the design and creation of 150th City Anniversary commemorative coins. (James Earp)
Meeting:	Thursday, August 6, 2026
Department:	City Manager /
Staff Contact:	James Earp

ITEM SUMMARY:

Charlene Martindale has designed the logo for the 150th City Anniversary celebration and is making the commemorative coins as well. There will be 150 Limited Edition coins and she would like to offer additional coins for sale outside the limited edition run. A portion of those proceeds will be donated to Hutto Arts Today.

This agreement assigns ownership to the artist as noted below:

The 150 numbered Limited Edition commemorative coins produced for the City of Hutto / Hutto 150th Celebration Committee under this Agreement constitute the official Limited Edition production run created specifically for the Hutto 150th Celebration.

The Artist retains the unrestricted right to design, produce, and sell additional artist editions and commemorative products based upon the original artwork and design through Carriage House Crafts. Such items may differ from the official Limited Edition in numbering, finish, color, packaging, materials, features, or format, including but not limited to magnet-backed versions, ornament versions, special editions, color variations, or other collectible editions.
These independently produced artist editions and commemorative products may be sold during and after the Hutto 150th Celebration at markets, festivals, online, retail locations, holiday events, and other sales venues.

FISCAL NOTES:

There is no fiscal impact.

ATTACHMENTS:

1. Proposed R-2026-xxx authorize artist ownership_150th coin imagery
2. AGMT - COMMEMORATIVE COIN DESIGN_signed

AGENDA ITEM REPORT
10.10.

RESOLUTION NO. R-2026-xxx

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN ARTIST OWNERSHIP AND LIMITED USE AGREEMENT WITH CHARLENE MARTINDALE FOR THE DESIGN AND CREATION OF 150TH CITY ANNIVERSARY COMMEMORATIVE COINS; PROVIDING PROPER NOTICE & MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto will be celebrating its 150th anniversary with a special event in November; and

WHEREAS, a volunteer committee has been appointed to plan and fundraise for this event and associated marketing and details; and

WHEREAS, volunteer Charlene Martindale has designed a logo and artwork to represent the event and is seeking an agreement whereby she grants to the City a non-exclusive license to use the design solely for the purposes directly related to the official Hutto 150th celebration and retains ownership of the artwork and the right to sell products with said imagery; and

WHEREAS, the City Council desires to approve the Agreement and authorize the City Manager to execute an Artist Ownership and Limited Use Agreement with Charlene Martindale regarding the design and use of the 150th City Anniversary logo for commemorative coins and other uses related to the celebration.

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 an Artist Ownership and Limited Use Agreement with Charlene Martindale regarding the design and use of the 150th City Anniversary logo for commemorative coins and other uses related to the Hutto 150th celebration.

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 6th day of August, 2026, on a vote of ____ AYES; _____ NAYS; and _____ ABSTENTIONS.

(Remainder of page intentionally left blank.)

_____

Mike Snyder, Mayor

ATTEST:

_____

Laura Hallmark, City Secretary

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COMMEMORATIVE COIN DESIGN

ARTIST OWNERSHIP & LIMITED USE AGREEMENT

This Agreement is entered into between:

Artist: Charlene Martindale, owner of Carriage House Crafts

and

Organization: City of Hutto / Hutto 150th Celebration Committee

Effective Date: August 6, 2026

1. Ownership of Artwork & Design

The commemorative coin artwork, layout, sculpted design, digital files, molds, and all related creative elements ("Design") were created by Charlene Martindale and remain the sole intellectual property of the Artist.

The Artist retains all copyrights, reproduction rights, commercial rights, and ownership associated with the Design unless otherwise transferred in writing.

1A. Ownership of Production Materials

Any molds, STL files, master prints, prototypes, silicone molds, digital models, manufacturing files, casting methods, and production techniques created by the Artist in connection with the commemorative coin project remain the sole property of the Artist.

No rights to reproduce or utilize these production materials are transferred under this Agreement unless separately authorized in writing by the Artist.

2. Limited License for Event Use

The Artist grants the City of Hutto and the Hutto 150th Celebration Committee a non-exclusive license to use the Design solely for purposes directly related to the official Hutto 150th Celebration, including:

- Event promotion
- Display
- Marketing materials
- Sale or distribution of the official commemorative coins associated with the Hutto 150th Celebration

Docusign Envelope ID: 99A14CC8-FE32-86E7-834A-EE48A2D56B44

This license does not transfer ownership of the Design or any production materials.

3. Artist Rights to Future Artist Editions & Products

The 150 numbered Limited Edition commemorative coins produced for the City of Hutto / Hutto 150th Celebration Committee under this Agreement constitute the official Limited Edition production run created specifically for the Hutto 150th Celebration.

The Artist retains the unrestricted right to design, produce, and sell additional artist editions and commemorative products based upon the original artwork and design through Carriage House Crafts. Such items may differ from the official Limited Edition in numbering, finish, color, packaging, materials, features, or format, including but not limited to magnet-backed versions, ornament versions, special editions, color variations, or other collectible editions.

These independently produced artist editions and commemorative products may be sold during and after the Hutto 150th Celebration at markets, festivals, online, retail locations, holiday events, and other sales venues.

The Committee's purchase of the official Limited Edition coins does not grant exclusive ownership of the Design, nor does it restrict the Artist from creating or selling future artist editions or commemorative products unless both parties expressly agree otherwise in writing.

4. No Unauthorized Reproduction

The City of Hutto and the Hutto 150th Celebration Committee may not reproduce, modify, manufacture, or authorize any third party to reproduce the Design or production materials outside the scope of this Agreement without the prior written permission of the Artist.

5. Credit to Artist

When practical and reasonable, the Artist shall be credited as:

"Designed by Charlene Martindale / Carriage House Crafts."

6. Compensation

This agreement is voluntary and no direct compensation is required.

7. Term

This Agreement remains in effect unless terminated or modified by a written agreement signed by both parties.

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8. Entire Agreement

This document represents the complete understanding between the parties regarding ownership, permitted use, and future rights associated with the commemorative coin design and supersedes any prior discussions or understandings on these matters.

SIGNATURES

Artist

Charlene Martindale

Signature: Signed by: Charlene Martindale 6C39BBF879874C9...

Date: 7/31/2026

City / Committee Representative

Name: James Earp

Title: City Manager

Signature: _____

Date: August 6, 2026

AGENDA ITEM REPORT
10.11.

To:	City Council
Subject:	Consideration and possible action on acceptance of the investment report for the period ending June 30, 2026 (Alberta Barrett)
Meeting:	Thursday, August 6, 2026
Department:	Finance /
Staff Contact:	

ITEM SUMMARY:

Highlights of the City's cash and investment activity for the quarter ending June 30, 2026 include the following:

1. The City's total cash balance of $290,826,694 is reflected on page 6. Of this amount, $257,404,389 is restricted, and $33,422,305 is unrestricted.
2. The total cash balance of $290,826,694 reflects a net decrease of $48,231,899 from the June 30, 2026 report. Drawdowns for CIP projects occurred in the various CIP and special revenue funds; most notably for utility projects, amounting to over $39 million dollars. The City's ARPA fund experienced a nearly $8 million dollar decrease, due to a transfer to the utility CIP funds to reimburse for Southeast Loop Wasterwater Interceptor and Northwest Transmission Waterline projects.
3. Looking ahead to next quarter, cash balances are expected to significantly decrease in the general I&S funds, utility operating, and utility impact fee funds as a result of debt payments due August 1st.
4. During the quarter, four CD's matured for proceeds of about $49 million. The City also liquidated its money market with First National Bank, resulting in about $16 million in proceeds.
5. Of the nearly $65 million in matured or liquidated funds, approximately $28 million was invested into four new CDs with maturity dates between February 2027 and June 2027. The remaining $37 million was placed into investment pools and used to pay current CIP invoices.
6. The City needs approximately $25 million in cash per month to satisfy obligations related to CIP projects, payroll, and other goods and services. The City currently maintains a balance of $15-35 million in its Wells Fargo sweep account to ensure that weekly obligations are met. The weekly cash need varies significantly based on the timing of CIP payments. The advantage of keeping funds in a sweep account is that the account earns interest at over 3.7%, while automatically sending money to the City's primary depository account as funds are needed. The balances in the Wells Fargo sweep accounts are reviewed weekly, and replenished by the local government investment pools.
7. In summary, the majority of the City's investment portfolio is invested in securities and certificates of deposit at 58%, money markets at 16%, and local government investment pools

at 26%. All investments remain in compliance with the City's approved Investment Policy and Public Funds Investment Act.

8. The City engaged with Valley View in late fiscal year 2024. It is estimated that there has been an additional $103,236 in investment earnings this fiscal year as a result of this engagement. The return on investment since engaging with Valley View currently stands at just over $367,000.

FISCAL NOTES:

No fiscal impact

ATTACHMENTS:

1. Investment Report 6-30-26

QUARTERLY INVESTMENT REPORT

For the Quarter Ended

June 30, 2026

Prepared by
Valley View Consulting, L.L.C.

The investment portfolio of the City of Hutto is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.

Alberta A. Barnett 7/29/2026

Finance Director

Assistant Finance Director

These reports were compiled using information provided by the City. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

Summary

Quarter End Results by Investment Category:

Asset Type	March 31, 2026 Book Value	March 31, 2026 Market Value	June 30, 2026 Book Value	June 30, 2026 Market Value	Ave. Yield
Bank Deposits	$ 13,702	$ 13,702	$ 9,587	$ 9,587	1.58%
MMF Sweep/MMA	75,792,172	75,792,172	46,123,722	46,123,722	3.56%
LGIPs	75,932,268	75,932,268	76,783,291	76,783,291	3.68%
Securities/CDs	187,320,451	187,320,451	167,994,831	167,994,831	3.77%
Totals	**$ 339,058,593**	**$ 339,058,593**	**$ 290,911,431**	**$ 290,911,431**	**3.71%**

Average Yield - Current Quarter (1)	
Total Portfolio	3.71%
Rolling Three Month Treasury	3.74%
Rolling Six Month Treasury	3.72%
TexPool	3.65%

Fiscal Year-to-Date Average Yield (2)	
Total Portfolio	3.82%
Rolling Three Month Treasury	3.76%
Rolling Six Month Treasury	3.77%
TexPool	3.72%

Interest Earnings (Approximate)	
Quarterly Interest Income	$ 2,829,867
Year-to-date Interest Income	$ 8,554,295

Bank Fees Offsets	
Current Quarter Bank Fee Offset	$ 7,007
Year-to-Date Bank Fee Offset	$ 26,232

(1) Average Yield calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

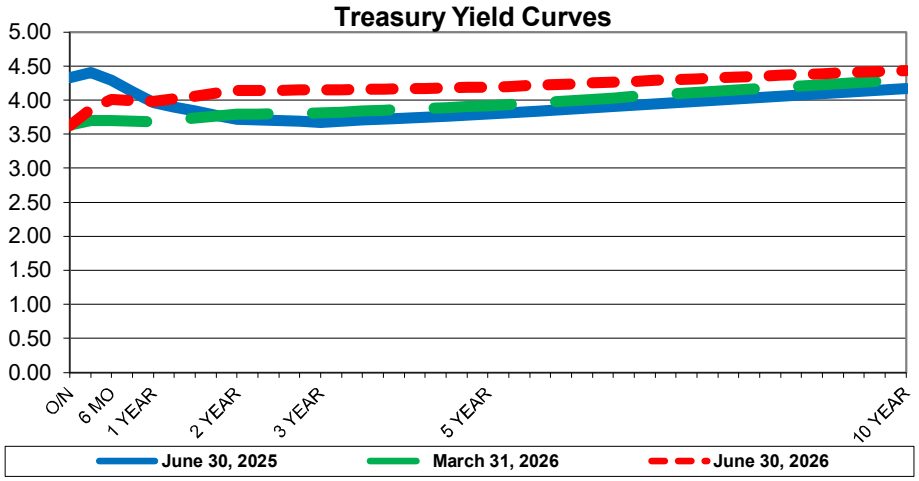
(2) Fiscal Year-to-Date Average Yields calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

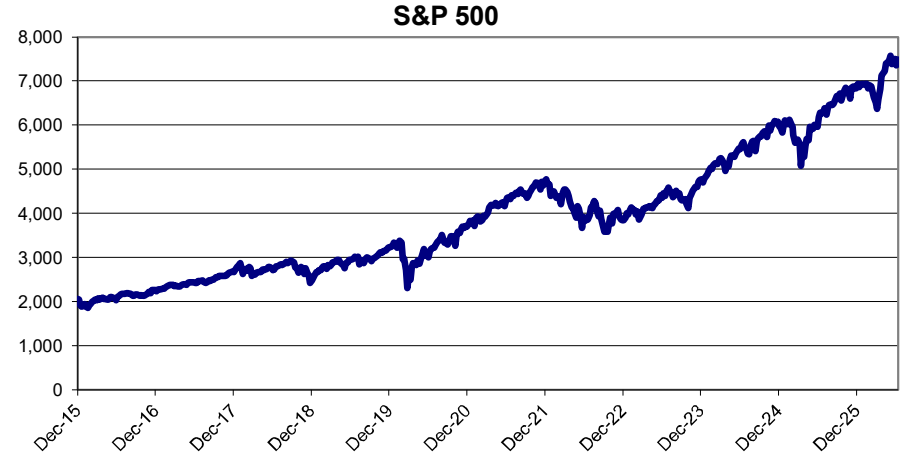
Note: Portfolio values within this report prior to January 1, 2019 were obtained from previous quarterly reports prepared on behalf of the City and were not checked for accuracy or completeness.

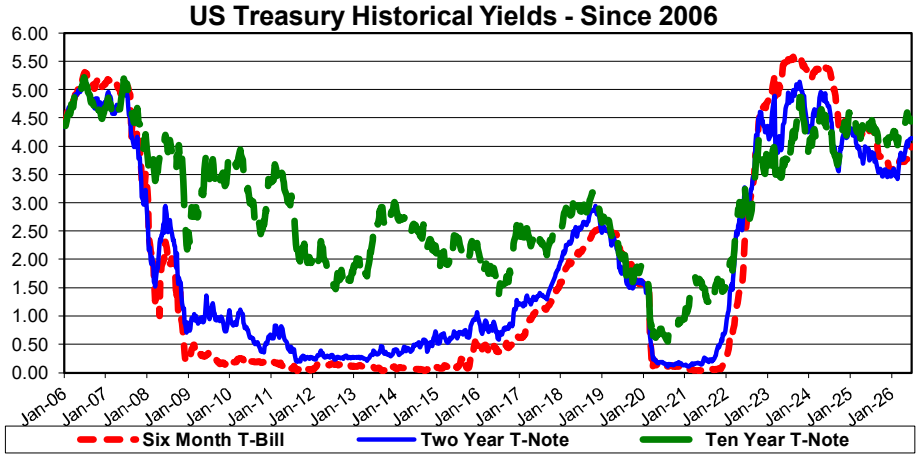
Economic Overview

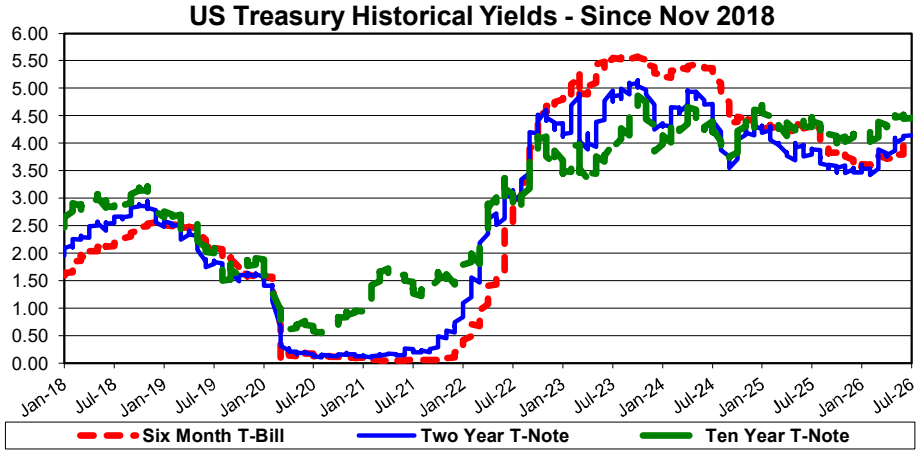
6/30/2026

The Federal Open Market Committee's (FOMC) on June 16th and 17th, hosted by new Chairman Kevin Warsh, resulted in no change to the Fed Funds 3.50% - 3.75% target (Effective Fed Funds trade +/-3.62%). First Quarter GDP expanded by 2.1%. June Non-Farm Payroll added 57k (below the +110k expectation). The three month average decreased to +111k. The S&P 500 Stock Index rretreated from 7,600 but remained +/-7,500. The positively sloped yield curve increased slighlty. Crude Oil declined to +/-$70. Inflation continues above the FOMC 2% target (Core CPI 2.9% and Core PCE +/-3.4%). The uncertain world events still influence volatility.









Investment Holdings

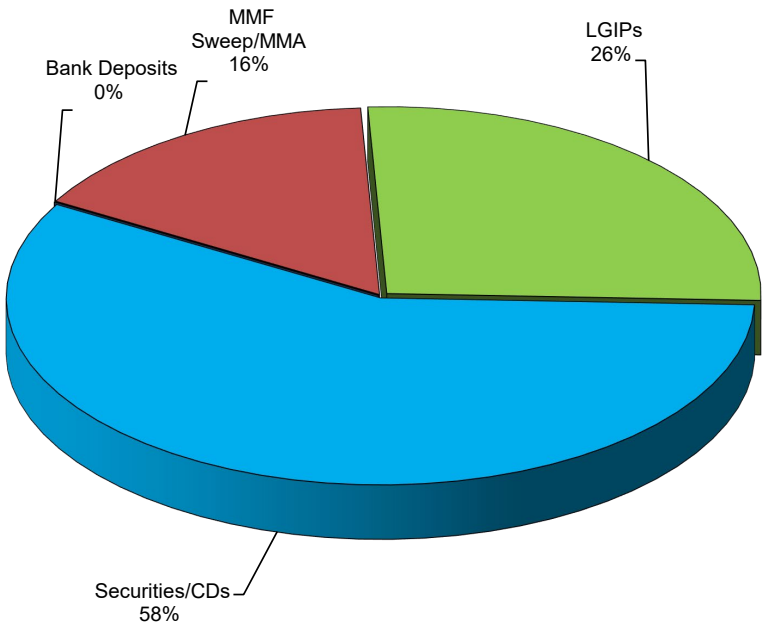
June 30, 2026

Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
Wells Fargo Bank		1.58%	07/01/26	06/30/26	$ 9,587	$ 9,587	1.00	$ 9,587	1	1.58%
Allspring Gov't MMF-WF Sweep Acc't	AAA-Aaa	3.59%	07/01/26	06/30/26	21,501,680	21,501,680	1.00	21,501,680	1	3.59%
Invesco Treasury MMF	AAA-Aaa	3.54%	07/01/26	06/30/26	24,622,042	24,622,042	1.00	24,622,042	1	3.54%
TexPool	AAAm	3.65%	07/01/26	06/30/26	23,244,015	23,244,015	1.00	23,244,015	1	3.65%
TexSTAR	AAAm	3.62%	07/01/26	06/30/26	28,891,585	28,891,585	1.00	28,891,585	1	3.62%
TexasCLASS	AAAm	3.77%	07/01/26	06/30/26	24,647,692	24,647,692	1.00	24,647,692	1	3.77%
BOK Financial CDARS		3.98%	08/20/26	08/21/25	10,348,298	10,348,298	100.00	10,348,298	51	4.06%
Central National Bank CD		4.00%	08/20/26	08/20/25	5,140,226	5,140,226	100.00	5,140,226	51	4.06%
East West Bank CD		3.65%	08/26/26	02/26/26	20,251,556	20,251,556	100.00	20,251,556	57	3.72%
East West Bank CD		3.69%	08/28/26	11/28/25	22,480,458	22,480,458	100.00	22,480,458	59	3.76%
East West Bank CD		3.67%	11/20/26	11/20/25	2,136,279	2,136,279	100.00	2,136,279	143	3.74%
East West Bank CD		3.57%	11/23/26	02/23/26	20,251,951	20,251,951	100.00	20,251,951	146	3.63%
East West Bank CD		3.57%	11/27/26	02/26/26	23,282,911	23,282,911	100.00	23,282,911	150	3.63%
East West Bank CD		3.67%	11/30/26	11/28/25	25,546,301	25,546,301	100.00	25,546,301	153	3.74%
BOK Financial CDARS		3.60%	02/25/27	02/26/26	10,124,199	10,124,199	100.00	10,124,199	240	3.67%
East West Bank CD		3.85%	02/22/27	05/22/26	10,343,547	10,343,547	100.00	10,343,547	237	3.92%
East West Bank CD		3.85%	02/22/27	05/21/26	2,008,668	2,008,668	100.00	2,008,668	237	3.92%
East West Bank CD		3.85%	02/22/27	05/20/26	1,080,438	1,080,438	100.00	1,080,438	237	3.92%
First Horizon Bank CD		3.95%	06/16/27	06/16/26	15,000,000	15,000,000	100.00	15,000,000	351	3.95%
					$290,911,431	**$290,911,431**		**$290,911,431**	**86**	**3.71%**
									(1)	**(2)**

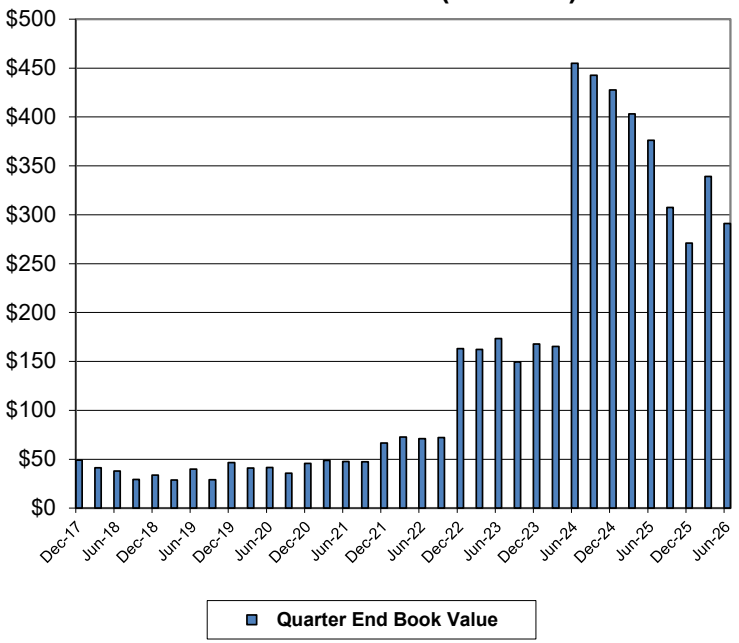
(1) Weighted average life - For purposes of calculating weighted average life, bank accounts, pools and money market funds are assumed to have an one day maturity.

(2) Weighted average yield to maturity - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank accounts, pools and money market funds.

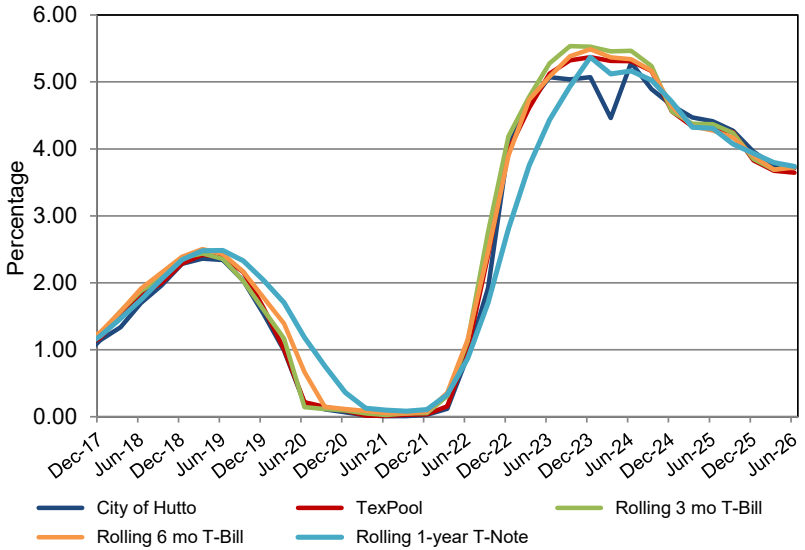
Portfolio Composition



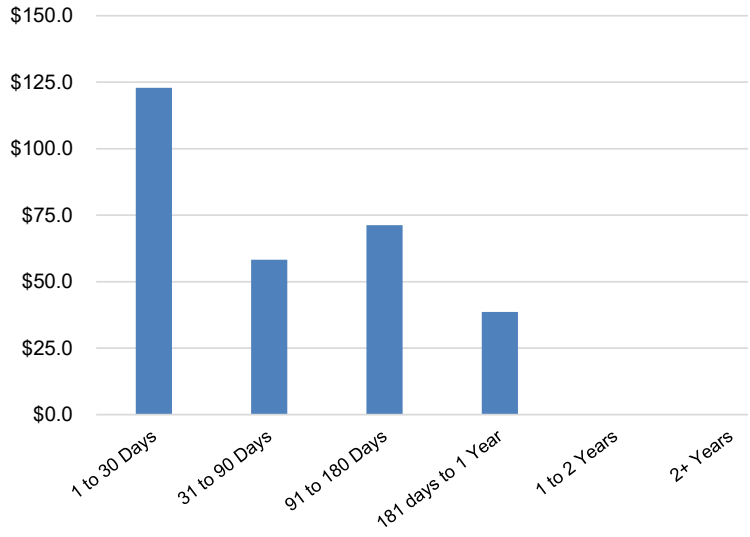
Total Portfolio (Millions)



Total Portfolio Performance



Distribution by Maturity Range (Millions)



Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 03/31/26	Increases	Decreases	Book Value 06/30/26	Market Value 03/31/26	Change in Market Value	Market Value 06/30/26
Wells Fargo Bank	1.58%	07/01/26	$ 13,702	$ –	$ (4,115)	$ 9,587	$ 13,702	$ (4,115)	$ 9,587
Allspring Gov't MMF-WF Sweep Acc't	3.59%	07/01/26	35,339,032	–	(13,837,352)	21,501,680	35,339,032	(13,837,352)	21,501,680
Invesco Treasury MMF	3.54%	07/01/26	24,405,187	216,856	–	24,622,042	24,405,187	216,856	24,622,042
First National Bank ICS	3.84%	07/01/26	16,047,953	–	(16,047,953)	–	16,047,953	(16,047,953)	–
TexPool	3.65%	07/01/26	22,882,215	361,800	–	23,244,015	22,882,215	361,800	23,244,015
TexSTAR	3.62%	07/01/26	28,632,484	259,101	–	28,891,585	28,632,484	259,101	28,891,585
TexasCLASS	3.77%	07/01/26	24,417,570	230,122	–	24,647,692	24,417,570	230,122	24,647,692
East West Bank CD	3.85%	05/20/26	1,070,218	–	(1,070,218)	–	1,070,218	(1,070,218)	–
East West Bank CD	4.12%	05/21/26	22,549,761	–	(22,549,761)	–	22,549,761	(22,549,761)	–
East West Bank CD	3.82%	05/26/26	15,052,486	–	(15,052,486)	–	15,052,486	(15,052,486)	–
Third Coast Bank CD	4.27%	05/30/26	10,355,366	–	(10,355,366)	–	10,355,366	(10,355,366)	–
BOK Financial CDARS	4.06%	08/20/26	10,246,128	102,170	–	10,348,298	10,246,128	102,170	10,348,298
Central National Bank CD	4.06%	08/20/26	5,090,575	49,651	–	5,140,226	5,090,575	49,651	5,140,226
East West Bank CD	3.72%	08/26/26	20,068,112	183,444	–	20,251,556	20,068,112	183,444	20,251,556
East West Bank CD	3.76%	08/28/26	22,274,603	205,855	–	22,480,458	22,274,603	205,855	22,480,458
East West Bank CD	3.74%	11/20/26	2,116,823	19,457	–	2,136,279	2,116,823	19,457	2,136,279
East West Bank CD	3.63%	11/23/26	20,072,506	179,445	–	20,251,951	20,072,506	179,445	20,251,951
East West Bank CD	3.63%	11/27/26	23,076,610	206,301	–	23,282,911	23,076,610	206,301	23,282,911
East West Bank CD	3.74%	11/30/26	25,313,634	232,667	–	25,546,301	25,313,634	232,667	25,546,301
BOK Financial CDARS	3.67%	02/25/27	10,033,630	90,568	–	10,124,199	10,033,630	90,568	10,124,199
East West Bank CD	3.92%	02/22/27	–	10,343,547	–	10,343,547	–	10,343,547	10,343,547
East West Bank CD	3.92%	02/22/27	–	2,008,668	–	2,008,668	–	2,008,668	2,008,668
East West Bank CD	3.92%	02/22/27	–	1,080,438	–	1,080,438	–	1,080,438	1,080,438
First Horizon Bank CD	3.95%	06/16/27	–	15,000,000	–	15,000,000	–	15,000,000	15,000,000
TOTAL / AVERAGE	**3.71%**		**$ 339,058,593**	**$ 30,770,090**	**$ (78,917,251)**	**$ 290,911,431**	**$ 339,058,593**	**$ (48,147,162)**	**$ 290,911,431**

Cash and Investments by Fund [1]

June 30, 2026

Fund	03/31/2026	06/30/2026	Increase (Decrease)
General Funds	$ 19,926,032	$ 17,788,696	$ (2,137,336)
General I&S Funds	7,420,556	7,696,698	276,142
GO Bonds Funds	42,567,782	39,764,679	(2,803,103)
ARPA Funds	10,610,201	2,612,925	(7,997,276)
Special Revenue Funds	18,001,857	15,575,160	(2,426,697)
Utility Operating & Debt Service Funds	13,015,199	15,633,609	2,618,410
Utility CIP Funds	199,525,332	160,088,939	(39,436,393)
Utility Impact Fees Funds	27,991,635	31,665,988	3,674,353
Total	**$ 339,058,593**	**$ 290,826,694**	**$ (48,231,899)**

[1] *Balances by fund do not account for timing differences (deposits in transit, outstanding checks, etc.)*

AGENDA ITEM REPORT
10.12.

To:	City Council
Subject:	Consideration and possible action on approving the following City Council meeting minutes: July 16, 2026 Work Session and July 16, 2026 Meeting. (Laura Hallmark)
Meeting:	Thursday, August 6, 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. 7.16.2026 WS DRAFT MINUTES
2. 7.16.2026 DRAFT MINUTES

City of Hutto

Minutes

City Council Work Session

Thursday, July 16, 2026 at 6:00 PM

Executive Conference Room – 500 W. Live Oak Street

1. CALL SESSION TO ORDER – 6:00 PM

2. ROLL CALL

Members of Council present: Mayor Snyder, Mayor Pro Tem Porterfield, Councilmember Reynolds, Councilmember Thornton, Councilmember Morris, Councilmember Zepeda and Councilmember King

3. PUBLIC COMMENT

There were no comments.

4. OTHER BUSINESS

4.1. Consideration and possible action regarding the use of Hotel Occupancy Tax funds for Fiscal Year 2027. (Cheney Gamboa)

Cheney Gamboa – Director of Economic Development and Alberta Barrett – Finance Director reviewed scores and how they were given Council discussion regarding sponsorship opportunities; a review of HOT law for different categories that are eligible; and a request for more detail to be provided – especially as it relates to "heads in beds."

5. ADJOURNMENT – 6:53 PM

Mike Snyder, Mayor

ATTEST:

Laura Hallmark, City Secretary

DRAFT

City of Hutto

Minutes

City Council Meeting

Thursday, July 16, 2026 at 7:00 PM

City Council Chambers – 500 W. Live Oak Street

1. CALL SESSION TO ORDER – 7:04 PM

2. ROLL CALL

Members of Council present: Mayor Snyder, Mayor Pro Tem Porterfield, Councilmember Reynolds, Councilmember Thornton, Councilmember Morris, Councilmember Zepeda, 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; Christina Bishop, Assistant Finance Director; Sara Cervantes, Executive Director of Community Services; Rick Coronado, Public Works Director; Abby Fenton, Communications Manager; Cheney Gamboa, Director of Economic Development; Laura Hallmark, City Secretary; Kelly Isham, Deputy Director of Emergency Management; Kate Moriarty, Executive Director of Administrative Services; Jeff White, Parks and Recreation Director

3. INVOCATION – Kerby Campbell, Lone Star Baptist Church

4. PLEDGE OF ALLEGIANCE

5. PUBLIC COMMENT

Chuck Throop

6. BOARDS AND COMMISSIONS

6.1. 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.

Speaker: Rick Hudson

Motion by Councilmember Morris, second by Councilmember Thornton, to reappoint Kyle Parkinson to the Library Advisory Board. Motion passed 7:0.

Motion by Councilmember Morris, second by Councilmember Zepeda, to reappoint Jim Morris and Rick Hudson to the TIRZ #3 Board. Motion passed 7:0.

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Motion by Councilmember Morris, second by Mayor Pro Tem Porterfield, to appoint Councilmember Corina I. Zepeda to the Cottonwood Development Corporation Board. Motion passed 7:0.

Motion by Councilmember Morris, second by Councilmember Zepeda, to reappoint Rick Hudson to TIRZ #1 Board. Motion passed 7:0.

Motion by Councilmember Morris, second by Councilmember Reynolds, to reappoint Erin Clancy, Jim Morris, and Kurt Schwerdtfeger to TIRZ #2 Board. Motion passed 7:0.

Motion by Councilmember Morris, second by Councilmember King, to appoint Jose DeLaCruz and Joelle Dan to the Planning and Zoning Commission. Motion passed 7:0.

6.2. Consideration and possible action regarding recommendations or updates from City Council sub-committees (i.e. HISD, CIP, UDC, Public Safety, Co-Op).

Fire Safety was the only committee to meet. There was no further report.

7. PRESENTATIONS

7.1. Hutto Gateway Public Improvement District and Tax Increment Reinvestment Zone Presentation (Derek Pampe)

Derek Pampe, with Capland Development, reviewed the project.

7.2 Presentation and discussion of the June 2026 financial report. (Alberta Barrett)

Alberta Barrett, Finance Director, presented the report.

7.3 Presentation and Discussion of the 100% Justice Center Design Prior to Consideration of Calling a Bond Election. (David Amsler)

David Amsler, Executive Director of Strategic Operations, introduced representatives from PBK – Jessica Molter, Scott Smith and Heather Rule, who presented the information. Council discussion regarding scaling down and up; and the licensing requirements for an emergency dispatch center.

8. CONSENT AGENDA ITEMS

8.3 Consideration and possible action on Resolution No. R-2026-149 authorizing additional professional design and environmental services for the Brushy Creek Wastewater Interceptor Phase 4 Capital Project,

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included in the original Individual Project Order (IPO) Task Order 24-03A-01 with STV (Capital Improvement Project WW11-2025), and approving the reallocation of funds in the amount of $194,455.00, with no new funds being requested. (Patricia Davis)

8.4 Consideration and possible action on Resolution No. R-2026-150 accepting the infrastructure improvements for private development known as Villas at Cottonwood Trail project. (Kate Moriarty)

8.8 Consideration and possible action on Resolution No. R-2026-153 authorizing the City Manager to submit grant applications to the Texas Water Development Board for water supply and infrastructure projects. (Rick Coronado)

8.9 Consideration and possible action of acceptance of the appointment of acting City Manager(s) in case of extended City Manager absence, per City Manager Absence policy. (James Earp)

8.10 Consideration and possible action on approving the following City Council meeting minutes: June 24, 2026 Special City Council Meeting, June 25, 2026 Joint City Council/P&Z CIP Work Session, July 2, 2026 Joint Meeting City Council/HEDC and July 2, 2026 City Council meeting. (Laura Hallmark)

Motion by Councilmember Morris, second by Councilmember King, to approve the items submitted on the Consent Agenda as noted above. Motion passed 7:0.

The following items were pulled for individual consideration:

8.1 Consideration and possible action on Resolution No. R-2026-147 designating Core Construction, Inc. Georgetown, Texas the Construction Manager at Risk in accordance with Texas Government Code §2269.056(a), as the Most Qualified Firm for “Construction Manager at Risk” services associated with the Justice Center Project. (Kate Moriarty)

Kate Moriarty, Executive Director of Administrative Services, presented the information for this item. James Earp, City Manager, provided additional information.

Motion by Mayor Snyder, second by Mayor Pro Tem Porterfield, to approve the item as presented. Motion passed 7:0.

8.2 Consideration and possible action on Resolution No. R-2026-148 authorizing the City Manager to execute a Professional Services Agreement between CORE Construction Services of Texas, Inc. and the

DRAFT

City of Hutto for Preconstruction Services for the Police Department Justice Center Project in the amount of $35,000 (CIP F02-2024). (Kate Moriarty)

Motion by Mayor Snyder, second by Councilmember Morris, to approve the item as presented. Motion passed 7:0.

8.5 Consideration and possible action on Ordinance No. O-2026-032 amending the fee schedule for deposits and service charges associated with Utilities. (Christina Bishop)

Christina Bishop, Assistant Finance Director, provided the information for this item.

Motion by Mayor Pro Tem Porterfield, second by Councilmember King, to approve the item as presented. Motion passed 7:0.

8.6 Consideration and possible action on Resolution No. R-2026-151, authorizing the City Manager to execute the First Amendment to the Facilities Utilization Agreement between the City of Hutto and the Hutto Youth Baseball Softball Association (HYBSA). (Jeff White)

Jeff White, Parks and Recreation Director, presented the information for this item. Council discussion regarding clarification of additional stipulations.

Motion by Mayor Pro Tem Porterfield, second by Councilmember King, to postpone the item until the August 6, 2026 meeting. Motion passed 7:0.

8.7 Consideration and possible action on Resolution No. R-2026-152 amending the City Council Protocols regarding the appointments to Boards and Commissions by City Council Place designation. (City Council)

Councilmember Morris and Mayor Snyder clarified the changes. Laura Hallmark, City Secretary, provided additional information.

Motion by Mayor Snyder, second by Councilmember Morris, to approve the item as presented and Councilmember Morris and Mayor Pro Tem Porterfield with Ms. Hallmark for further clarification. Motion passed 7:0.

9. OTHER BUSINESS

9.1 Discussion and possible action setting the City Council meeting dates for 2027. (Laura Hallmark)

Ms. Hallmark presented the information for this item.

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Motion by Mayor Snyder, second by Councilmember King, to approve the dates as presented. Motion passed 7:0.

Councilmember Thornton left the dais.

9.2 Discussion and possible action regarding FY 2026-2027 (Year 1) and FY 2029-2030 (Year 4) and FY 2030-2031 (Year 5) of the City's Five-Year Capital Improvement Plan (CIP). (Alberta Barrett)

Ms. Barrett presented the information for this item.

Motion by Mayor Snyder, second by Councilmember Porterfield, to:
move P24 to year 4
move P17 to year 2
move $400,000 of P15 to year 1, designate in blue (possible optional funding source) for design of fields.
Motion passed 6:0.

Motion by Mayor Snyder, second by Councilmember Reynolds, to borrow approximately $10 million for Series 2027 Certificates of Obligation for the following street projects: T47, T48 and T73. Motion passed 6:0.

10. EXECUTIVE SESSION

10.1 Receive legal advice pursuant to Texas Government Code Sec. 551.071, (Consultation with Attorney), to deliberate and seek legal advice regarding: a) Hutto Gateway Public Improvement District and Tax Increment Reinvestment Zone; b) Sales Tax Sharing Interlocal Agreements and proposed Interlocal Agreement for Fire Services with the Williamson County Emergency Services District # 3; c) Dissolution of Williamson County Emergency Services District pursuant to the Texas Health and Safety Code, Chapter 775, Emergency Services District; Sales Tax Election to reduce Williamson County Emergency Services District # 3 sales tax; Annexation or Disannexation of an area within the Williamson County Emergency Services District # 3; and d) Adam Orgain Restroom Project Defects (CIP P19-2024, IFB No. 2025-060-JW-02).

10.2 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 Gotham; (c) Project Blue Hub; (d) Project Heartbeat; (e) Project Air; (f) Project Orchard; (g) Project Hulk; (h) Proposed City of Hutto Fire Station #1; and (i) Project 107 East St.

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In Executive Session at 9:36 PM. Out at 12:13 AM.

11. ACTION RELATIVE TO EXECUTIVE SESSION

11.1 Consideration and possible action related to Executive Session agenda items, listed above.

Item 10.1.d: Motion by Mayor Snyder, second by Councilmember Morris, to direct staff to send a letter to Microteq as discussed in Executive Session. Motion passed 6:0.

12. CITY COUNCIL COMMENTS

12.1 General Comments from City Council

Councilmember Morris commented about the Downtown grant program, which evolved into a future agenda item (seen below).

12.2 Future Agenda Items

Morris (no date designation): requirement for a percentage of local dollars in bidding process/review bidding process; and review of downtown grant program.

Reynolds (no date designation): Riverwalk wastewater update

Mayor for the 8/6 meeting: all emails from Garver and any communication between Garver and TxDOT regarding bridge construction at CR 132.

13. ADJOURNMENT – 12:21 PM

_____

Mike Snyder, Mayor

ATTEST:

_____

Laura Hallmark, City Secretary

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AGENDA ITEM REPORT
11.1.

To:	City Council
Subject:	Consideration and possible action on Ordinance No. O-2026-036 ordering a Special Election for November 3, 2026, to amend the Home Rule Charter of the City of Hutto, Texas; designate the propositions and manner of holding such election; and provide for the posting and publication of notice. (Laura Hallmark)
Meeting:	Thursday, August 6, 2026
Department:	City Secretary /
Staff Contact:	Laura Hallmark

ITEM SUMMARY:

This item allows for Council action to be taken on proposed Charter amendments to call a Special Election to consider the Proposed Charter Amendments on November 3, 2026. A Charter Review Commission (CRC) was appointed on March 12, 2026. They met five times and all meetings were open to the public and included an opportunity for public comment. The CRC presented its recommendations at the July 2, 2026 City Council Meeting. This topic was posted to the City Council Online Message Board for discussion. The attached draft ordinance includes proposed amendments for voter consideration on November 3, 2026. Per state law, a Charter can only be amended every 2 years, unless all items on the ballot fail.

The administrative/clerical amendments will be presented for Council consideration at a future meeting.

There is no legal requirement to amend the Charter, only that a Charter Review Commission be appointed every 4 years per Section 13.12 of the Hutto City Charter.

FISCAL NOTES:

The City contracts with Williamson County Elections Department for the conduct of City elections. Funds have been budgeted for this election.

ATTACHMENTS:

1. Proposed O-2026-xxx Charter Amendment Election_DRAFT 7.15.2026

ORDINANCE NO. O-2026-_____

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, ORDERING A SPECIAL ELECTION ON PROPOSED AMENDMENTS TO THE HOME RULE CITY CHARTER OF THE CITY OF HUTTO TO BE HELD ON TUESDAY, NOVEMBER 3, 2026; PROVIDING FOR THE PUBLICATION AND POSTING OF NOTICE; PROPOSING AMENDMENTS TO THE HOME RULE CITY CHARTER OF THE CITY OF HUTTO; PROVIDING FOR EARLY VOTING AND ELECTION DAY VOTING; PROVIDING FOR PERFORMANCE OF REQUIRED ADMINISTRATIVE DUTIES; MAKING PROVISIONS FOR THE CONDUCT OF SUCH ELECTION; CERTIFYING PROVISION OF REQUIRED ACCESSIBLE VOTING SYSTEMS; AND PROVIDING FOR OTHER MATTERS RELATED TO SUCH ELECTION.

WHEREAS, the City Council appointed a Charter Review Committee to review the City Charter for the purpose of making recommendations to the City Council for appropriate amendments to cause the Charter to be approved by the voters at a Special Election called for such purpose on **Tuesday, November 3, 2026;** and

WHEREAS, the Charter Commission completed its review and provided a report of recommendations to the City Council for appropriate amendments to the City Charter; and

WHEREAS, the City Council after due consideration desires to conduct a Special Election on proposed amendments to the City Charter on the uniform election date of **Tuesday, November 3, 2026.**

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

SECTION 1. CHARTER AMENDMENT ELECTION CALLED

The City of Hutto City Council does hereby, on its own motion, order a Special Election to submit to the voters of the City of Hutto proposed amendments to the City Charter. The proposed amendments to the City Charter are set forth in **Exhibit "A"** attached to this Ordinance and incorporated herein for all purposes and are hereby approved by the City Council for submission to the voters. The election shall be conducted according to the laws of the State of Texas, and shall be held on **Tuesday, November 3, 2026,** from 7:00 a.m. to 7:00 p.m.

SECTION 2. ELECTION DAY

Election Officers. The City Council hereby appoints the Williamson County Elections Administrator and the Hutto City Secretary as the Election Day Officers for the City of Hutto.

Election Date. This Special Election for Charter Amendments shall be held jointly, with participating Williamson County political entities/subdivisions, on **Tuesday, November 3, 2026.**

Precincts and Polling Places. The City hereby accepts the election precincts and polling places designated by the Williamson County Elections Administrator, and approved by the Williamson County Commissions Court, for such election day voting.

Election Judges. The Williamson County Elections Administrator will conduct said election for the City pursuant to the terms of an approved Election Services Contract. The City Council hereby appoints, for the term of such election, the presiding election judge(s) and alternate election judge(s) as being those designated by the Williamson County Elections Administrator and approved by the Williamson County Commissioners Court.

The Williamson County Elections Administrator is hereby authorized to appoint the number of election clerks necessary to assist in the proper conduct of the election. The appointment of such clerks shall include a person fluent in the Spanish language to serve as a clerk to render oral aid in the Spanish language to any voter desiring such aid at the polls on the day of the election.

SECTION 3. EARLY VOTING

Early Voting Clerk. The City Council hereby appoints the Williamson County Elections Administrator as the Early Voting Clerk for the City of Hutto. The Williamson County Elections Administrator shall appoint the presiding judge(s) for each of said Early Voting and Temporary polling places and is hereby further authorized to appoint additional election clerks (not less than two and not more than six) to assist in conducting said election.

Times for Early Voting. During the period in which early voting is required or permitted by law, that being **Monday, October 19, 2026 through Friday, October 30, 2026,** the dates and times designated for early voting by personal appearance

shall be designated by the Williamson County Elections Administrator.

Places for Early Voting. Early voting shall be conducted by personal appearance at the early voting polling places designated by the Williamson County Elections Administrator and approved by the Williamson County Commissioners Court.

After the Williamson County Elections Administrator finalizes contracts with all of the potential political entities/subdivisions wanting to participate in the **Tuesday, November 3, 2026,** election a Notice of Election will be posted in Spanish and English by the City Secretary.

Listing the approved early voting locations, dates, and times on the bulletin board used for posting notices of City Council meetings, and same shall be posted not later than the twenty-first (21st) day before the date of the election and shall remain posted through Election Day.

Applications for Ballots by Mail. Applications for ballots by mail must be received, in the office of the Williamson County Elections Administrator, **not later than 5:00 p.m. on Friday, October 23, 2026.** The Early Voting Clerk's mailing address to which ballot applications and ballots to be voted by mail November be sent is as follows:

Williamson County Elections Administrator
Post Office Box 209
Georgetown, Texas 78627

SECTION 4. EARLY VOTING BALLOT BOARD

An Early Voting Ballot Board is hereby created to process early voting results, and the City hereby appoints the presiding judge of the Early Voting Ballot Board as appointed by the Williamson County Elections Administrator. Such presiding judge shall appoint not less than two (2) other qualified members to serve on such Board.

SECTION 5. CUSTODIAN OF ELECTION RECORDS

Pursuant to the Texas Election Code and the applicable Election Services Contract, the Williamson County Elections Administrator shall be appointed as custodian of voted ballots and the City Secretary of the City of Hutto will serve as the custodian of all other election records.

SECTION 6. VOTERS

All resident, qualified voters of the City shall be entitled to vote at the elections.

SECTION 7. NOTICE

That notice of the election on the proposed Charter amendments shall be posted on the bulletin board used to post notice of the City Council meetings, be published in a newspaper of general circulation in the City and must include a substantial copy of the proposed Charter amendments and include an estimate of the anticipated fiscal impact to the City if the proposed amendments are approved at the election. Said notice must be published on the same day in each of two successive weeks, with the first publication occurring no earlier than the thirtieth day and before the fourteenth day before the date of the election. A copy of the published notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice, and such person posting the notice shall make a record of the time of posting, starting date and the place of posting.

SECTION 8. VOTING DEVICES

Pursuant to the Election Code and the applicable Election Services Contract, the Williamson County Elections Administrator November use electronic voting systems and corresponding voting devices and equipment in conducting the election. Said election equipment has been certified by the Texas Secretary of State.

The Williamson County Elections Administrator will utilize a central counting station, as provided by Texas Election Code § 127.001 *et seq.*, as amended, on Election Day.

SECTION 9. CONDUCT ACCORDING TO STATUTES

In all substantive respects, the elections shall be conducted in accordance with applicable provisions of the Texas Election Code, any other applicable statutes, and the City of Hutto's Home Rule Charter.

SECTION 10. ELECTION RESULTS

The Williamson County Elections Administrator shall conduct an unofficial tabulation of results after the closing of the polls on **Tuesday, November 3, 2026.** The official

canvass, tabulation and declaration of the results of the elections shall be conducted by the City Council at a regular or special council meeting held in accordance with provisions of the Texas Election Code.

SECTION 11. SINGLE SUBJECT AMENDMENTS

Each Charter amendment submitted must contain only one subject, and the ballot shall be prepared in a manner that the voters November vote “FOR” or “AGAINST” any amendment or amendments without voting “FOR” or “AGAINST” all of said amendments. Each such proposed amendment, if approved by the majority of the qualified voters voting at said election, shall become a part of the Charter of the City of Hutto, Texas.

SECTION 12. SEVERABILITY

The provisions of this Ordinance are severable, and in case any one or more of the provisions of this Ordinance or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, then the remainder of this Ordinance nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

SECTION 13. PUBLICATION

The City Secretary shall publish this Ordinance on the City’s website and shall publish the approval of this Ordinance by the City Council which shall be published in the approved City Council minutes.

SECTION 14. AFFIRMATIVE VOTE

Pursuant to Section 3.13 of the Hutto City Charter, this Ordinance is adopted and enacted upon the affirmative vote of four or more members of the City Council and shall be published as required by law.

SECTION 15. PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was

passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

SECTION 16. EFFECTIVE DATE

This Ordinance shall take effect immediately after its passage and any publication in accordance with the requirements of the City of Hutto and the laws of the State of Texas.

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

CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Laura Hallmark, City Secretary

Exhibit "A"
Proposed Charter Amendment Propositions

The ballot propositions for the proposed amendments to the Hutto Home Rule Charter are as follows:

PROPOSITION A

Shall SECTION 3.06(c) FILLING OF VACANCIES of the Hutto City Charter be amended to include a provision for holdover of a vacancy on the City Council unless the vacancy occurred due to a removal from office or because the vacancy occurred due to dual office holding. ?

PROPOSITION B

Shall SECTION 3.10 QUORUM of the Hutto City Charter be amended to clarify that Four (4) or more Members of the City Council are required to convene a meeting to be consistent with state law and that no action shall be valid or binding unless adopted by the affirmative vote of four (4) or more Members of the City Council ?

PROPOSITION C

Shall SECTION 10.01(d) BONDS INCONTESTABLE of the Hutto City Charter be amended to clarify that the exchange of bonds are the refunding of bonds to be consistent with state law?

PROPOSITION D

Shall SECTION 12.04(e) PLANNING AND ZONING COMMISSION of the Hutto City Charter be amended to remove language no longer requiring the Planning and Zoning Commission to make an annual recommendation for an annexation plan to the City Council because an annexation plan is no longer required by state law?

AGENDA ITEM REPORT
12.1.

To:	City Council
Subject:	Discussion and possible action regarding the use of City-owned facilities for Early Voting for the November 3, 2026 election. (Councilmember King)
Meeting:	Thursday, August 6, 2026
Department:	City Council /
Staff Contact:	

ITEM SUMMARY:

Williamson County Elections Administrator, Bridgette Escobedo, has solicited the assistance of City Council to find facilities sufficient to accommodate Early Voting for the November 3, 2026 election. Ms. Escobedo and her staff have contacted several locations within the City and have been unable to secure a location. This item has been added at the request of Councilmember King with Councilmember Zepeda also requesting a discussion.

FISCAL NOTES:

There is no fiscal impact for this item.

ATTACHMENTS:

None