City of Hutto

Agenda

City Council Meeting

Thursday, August 20, 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. PUBLIC COMMENT

Please fill out required registration form before meeting. Public comment is limited to 3 minutes. City Council cannot 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 20, 2026. The email must include name, address, phone # and email to be recognized properly. Written comments will be provided to Council.

6. PRESENTATIONS AND RELATED ACTION

6.1. Chamber of Commerce Quarterly Update (Joe Gonzalez)

6.2. Consideration and possible action approving a wholesale wastewater rate. (Jason Gray)

6.3. Presentation and discussion related to a mixed-use development known as 3349 Business Holdings, located within the City of Hutto's extraterritorial jurisdiction and outside the City of Hutto's wastewater Certificate of Convenience and Necessity. (Mallik Avula)

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, Fire Safety, CIP).

8. CONSENT AGENDA ITEMS

8.1. Consideration and possible action on Resolution No. R-2026-166 approving an Individual Project Order with Kimley-Horn and Associates, Inc. in the amount of $155,618.01 for professional engineering services related to a traffic signal warrant study, traffic signal design, and the preparation of Plans, Specifications, and Estimate (PS&E) for the Emory Farms and Ed Schmidt Boulevard Intersection Improvement Project as part of the Live Oak Extension Project (T46/T79-2025). (Kate Moriarty)

8.2. Consideration and possible action on Resolution No. R-2026-167 approving Supplemental No. 1 with Cobb, Fendley, & Associates, Inc. (DBA CobbFendley) for Utility Coordination services in the amount of $12,460 for the Alliance Boulevard project (CIP T21-2025). (Kate Moriarty)

8.3. Consideration and possible action on Resolution No. R-2026-168 accepting the infrastructure improvements for private development known as Gola Phase 2. (Kate Moriarty)

8.4. Consideration and possible action on Ordinance No. O-2026-033 adopting the Second Amendment to the Stromberg Planned Unit Development (PUD) Zoning ordinance adopted by ordinance no. 0-2025-047, by allowing for residential, commercial and industrial uses by adding the First Amended development plan with the additional plan labeled as exhibit "B" with an expiration date of January 1, 2030, for the uses allowed by Exhibit "B". (Legal)

8.5. Consideration and possible action on Ordinance No. O-2026-039 accepting and approving an annual service plan update to the service and assessment plan and updated assessment rolls for the Mustang Creek Public Improvement District. (Christina Bishop)

8.6. Consideration and possible action on Ordinance No. O-2026-040 accepting and approving an annual service plan update to the service and assessment plan and updated assessment rolls for the Co-Op Public Improvement District. (Christina Bishop)

8.7. Consideration and possible action on Ordinance No. O-2026-041 amending the budget for expenditures of the Economic Development Corporation. (Alberta Barrett)

8.8. Consideration and possible action on Resolution No. R-2026-169 denying the rate application proposed by SiEnergy Gas, LLC. (David Amsler)

8.9. Consideration and possible action on acceptance of the July 2026 financial report (Alberta Barrett)

8.10. Consideration and possible action on approving the following City Council meeting minutes: August 1, 2026 Special Budget Meeting, August 6, 2026 Joint City Council/Hutto Economic Development Corporation Meeting and August 6, 2026 Meeting. (Laura Hallmark)

9. ORDINANCES

9.1. Consideration and possible action on Ordinance No. O-2026-042 authorizing the notice and publication of the Joint Public Hearing of the Planning and Zoning Commission and City Council to be held on September 17, 2026 at 7:00 p.m. to consider recommendations and possible action upon an ordinance repealing and replacing Article 16.02 of the Hutto City Code, the Unified Development Code of the City of Hutto, Texas. (Howard Koontz)

10. OTHER BUSINESS

10.1. Discussion and Possible Action Regarding the Project Sequencing and Timelines for FM 1660 S @ US 79 (T-04) and CR 199 (T-19). (Kate Moriarty)

11. EXECUTIVE SESSION

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

11.1. Receive legal advice pursuant to Texas Government Code Sec. 551.071, (Consultation with Attorney), to deliberate and seek legal advice regarding: a) The proposed Hutto Gateway Development Agreement, including related provisions and/or agreements for a Public Improvement District and a Tax Increment Reinvestment Zone; b) The Opus Development Agreement including the construction of offsite public improvements and the securing of public utility easements related thereto; c) Adam Orgain Restroom Project Defects (CIP P19-2024, IFB No. 2025-060-JW-02); d) Sales Tax Sharing Interlocal Agreements and proposed Interlocal Agreement for Fire Services with the Williamson County Emergency Services District # 3; e) third amendment to the Incentive Agreement with Paradigm Manufacturing, Inc.; f) release of audio and transcripts of ESD#3 sub-committee meetings; g) Blue HUB Tax Abatement Agreement and creation of a Tax Abatement Zone.

11.2. 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 Innoveight; and (g) Project 107 East St.

11.3. Pursuant to Texas Government Code section 551.071 (Attorney Consultation) and section 551.072 (Real Estate) to deliberate and seek legal advice regarding the acquisition of real property interests for right-of-way along CR 199 and CR 132, drainage easement along CR 199, and public utility easement at the intersection of CR 199 and CR 132.

12. ACTION RELATIVE TO EXECUTIVE SESSION

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

12.2. Consideration and possible action on Resolution No. R-2026-170 to approve the third amendment to the Incentive Agreement with Paradigm Manufacturing, Inc.

13. CITY COUNCIL COMMENTS

Pursuant to Texas Government Code Sec. 551.0415, a member of the governing body may make an announcement about items of community interest during a meeting of the governing body without given notice of the subject of the announcement.

13.1. General Comments from City Council

13.2. Future Agenda Items

14. ADJOURNMENT

15. CERTIFICATION

I certify that this notice of the August 20, 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 August 14, 2026 before 5:00 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
6.3.

To:	City Council
Subject:	Presentation and discussion related to a mixed-use development known as 3349 Business Holdings, located within the City of Hutto's extraterritorial jurisdiction and outside the City of Hutto's wastewater Certificate of Convenience and Necessity. (Mallik Avula)
Meeting:	Thursday, August 20, 2026
Department:	Community Services & Culture /
Staff Contact:	Sara Cervantes

ITEM SUMMARY:

Pursuant to City Council directive, any Developer seeking a project that requires expansion of the City's water or wastewater Certificate of Convenience and Necessity ("CCN") must present the merits of the project prior to staff engaging in any administrative processing. Until Council has directed staff to move forward, staff will not perform any administrative tasks to further the advancement of the project.

FISCAL NOTES:

FISCAL NOTES

There are no fiscal impacts at this time.

ATTACHMENTS:

1. 3349 Business Holdings_Developer Provided Material

https://search.wcad.org/Property-Detail/PropertyQuickRefID/R442484

https://search.wcad.org/Property-Search-Result/searchtext/R357756

https://search.wcad.org/Property-Search-Result/searchtext/R624084

https://search.wcad.org/Property-Search-Result/searchtext/R650554

https://search.wcad.org/Property-Search-Result/searchtext/R650553

https://search.wcad.org/Property-Search-Result/searchtext/R447759

FM 3349, HUTTO, TX 78634

R442484

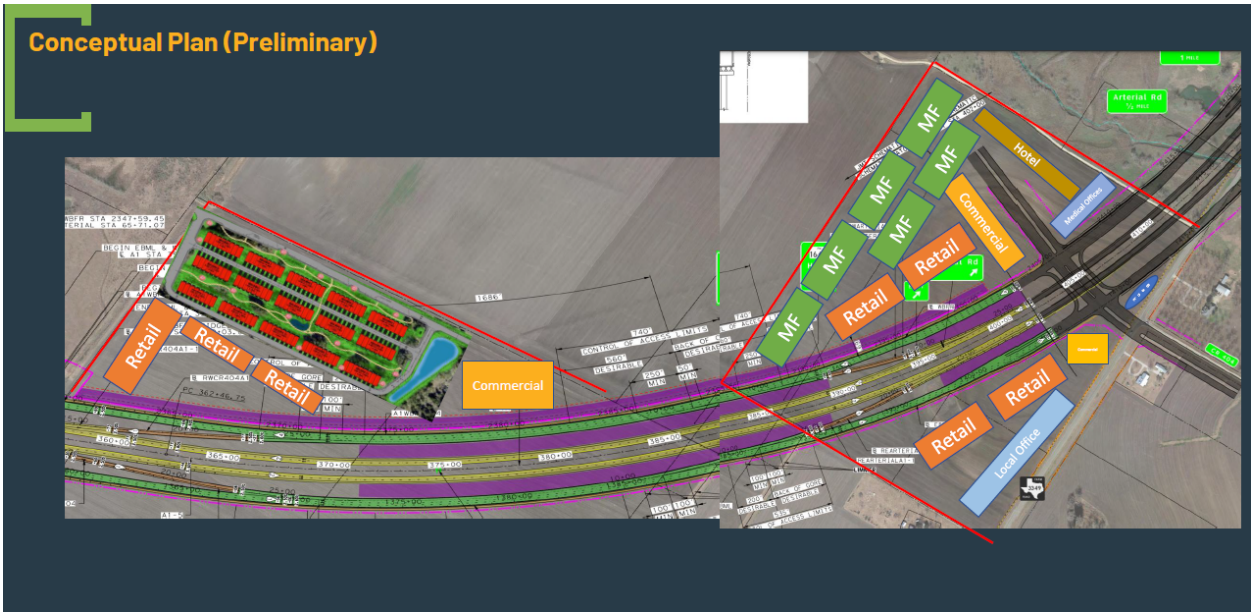
R357756

R624084

R650554

R650553

R447759



Multi Family: 442 units x .5 LUE per unit = 221 LUEs

Light Industrial: 19.5 acres Approximately 185,000 s.f. (1 LUE per 4,000 s.f.) = 46 LUEs

Commercial: 47.9 acres approximately 400,000 s.f. (1 LUE per 1,660 s.f. retail, 1 LUE per 200 s.f. restaurant, .5 LUE per room for hotel).....If you assume 10% restaurant and the rest as retail.....maybe you have 416 LUEs as a guess

Total of 683 LUEs or round up and say 700....That's my best engineering guess for the day.

Questions:

Status on wastewater treatment plant setup, capacity, water situation?

Zoning, EDC Plans and city's expectations?

Wanted to touch base from earlier meeting minutes:

1. Planning a MUD
2. Asking for Sewer service commitment as a part of the easement acquisition for the city's sewer inteceptor
3. Believe you are IN the Hutto Waste Water CCN

The comments I made were:

1. Properties are Not in the City Waste Water CCN
2. City would likely work with the partners to firm up waste water commitment if Partners:
    a. Propose specific plans for the property instead of a lot of 'maybes'
    b. Propose to annex into the city limits and the CCN
    c. Request a Public Improvement District instead of a MUD
    d. Do not pursue a package plant
3. City is moving on the easement and if partners want to discuss deal making, will need to get concepts together by first of April, other wise City will likely chose to continue on condemnation schedule, NOT because of being in a oppositional posture, but simply to stay on the current timeline
4. Could offer possession and use agreement while we negotiate the particulars of the above points.

AGENDA ITEM REPORT
8.1.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2026-166 approving an Individual Project Order with Kimley-Horn and Associates, Inc. in the amount of $155,618.01 for professional engineering services related to a traffic signal warrant study, traffic signal design, and the preparation of Plans, Specifications, and Estimate (PS&E) for the Emory Farms and Ed Schmidt Boulevard Intersection Improvement Project as part of the Live Oak Extension Project (T46/T79-2025). (Kate Moriarty)
Meeting:	Thursday, August 20, 2026
Department:	Engineering /
Staff Contact:	Kate Moriarty

ITEM SUMMARY:

The Emory Farms and Ed Schmidt Boulevard Intersection Improvement Project is associated with the Live Oak Extension Project and has been identified as a critical transportation improvement needed to support continued growth in the surrounding area. As development activity continues along the corridor, projected traffic volumes are expected to increase, requiring evaluation of future traffic control measures and intersection operations to maintain mobility and safety. City Council has previously discussed transportation improvements associated with the Live Oak Extension corridor, roadway capacity needs, and development-driven infrastructure improvements through various Capital Improvement Program updates and development-related transportation reviews. The proposed supplemental agreement will provide funding for a traffic signal warrant study, traffic signal design, and preparation of Plans, Specifications, and Estimates (PS&E) for the intersection of Emory Farms and Ed Schmidt Boulevard.

Approval of Supplemental No.1 will allow Kimley-Horn and Associates, Inc. to perform the necessary engineering analysis, traffic evaluation, and design services needed to support future intersection improvements. This work represents a proactive approach to addressing transportation needs in a rapidly developing area of the City and will help ensure that future infrastructure investments are guided by sound engineering analysis, safety considerations, and long-range mobility objectives.

These services will increase the contract amount by $155,618.01 and extend the design contract duration to 185 calendar days.

FISCAL NOTES:

Funding for this project is included in the FY 2026 Capital Improvement Budget as follows:

Transportation Improvement Fund (42)

AGENDA ITEM REPORT
8.1.

Account Number: 42-040-060-6641
Account Name: T46/T79 Intersection at Ed Schmidt to end at Live Oak
Budgeted Amount: $300,000
Amount Requested: $155,618
Amount Remaining: $144,382

ATTACHMENTS:

1. Map
2. RES
3. PSA
4. Scope of Services
5. Schedule
6. Fee Schedule
7. Kimley Horn Form 1295 Certificate 101582566_Updated_Redacted

T46-2025 Intersection of Live Oak at Ed Schmidt

RESOLUTION NO. R-2026-###

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING SUPPLEMENTAL NO. 1 TASK ORDER BETWEEN KIMLEY HORN AND ASSOCIATES INC. AND THE CITY OF HUTTO, TEXAS IN THE AMOUNT OF $155,618.01 FOR PROFESSIONAL ENGINEERING SERVICES FOR THE EMORY FARMS AND ED SCHMIDT IMPROVEMENT PROJECT (CIP T46-2025); AUTHORIZING THE CITY MANAGER TO EXECUTE THE TASK ORDER; PROVIDING PROPER NOTICE & MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to approve the Supplemental No. 2 Task Order ("Task Order"), attached as Exhibit A and incorporated herein by reference, in the amount of $155,618.01 for Transportation Engineering services executed between the City of Hutto and Kimley-Horn and Associates Inc; and

WHEREAS, the Task Order provides for signal study, traffic design plans, and estimates for the Emory Farms and Ed Schmidt Improvement Project at Live Oak Extension.

WHEREAS, the City Council desires to authorize the City Manager to execute the Task Order, 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 Task Order, 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 AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 2nd of July, 2026, on a vote of ____ AYES; _____ NAYS; and _____ ABSTENTIONS.

CITY OF HUTTO, TEXAS:

_____
Mike Snyder, Mayor

ATTEST:

_____
Laura Hallmark, City Secretary

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

CITY OF HUTTO

INDIVIDUAL PROJECT ORDER FOR PROFESSIONAL

ENGINEERING SERVICES OF LIVE OAK AT ED SCHMIDT

INTERSECTION IMPROVEMENTS (T46+49)

This Agreement is made and entered into in Hutto, Williamson County, Texas, between City of Hutto, a Municipal Corporation in the State of Texas (hereafter referred to as "City") and

Kimley-Horn and Associates, Inc.
10814 Jollyville Road, Building IV, Suite 200
Austin, Texas 78759

(hereafter referred to as "Consultant"), said Agreement being executed by City pursuant to City Charter, Ordinances and Resolutions of the Hutto City Council, and by Consultant for **PROFESSIONAL ENGINEERING SERVICES** set forth herein in connection with the above designated Project for City.

ARTICLE I DEFINITIONS;
INTERPRETIVE

As used in this Agreement, the following terms shall have meanings as set out below:

1.1 “Application for Compensation” means written form for a request from Consultant to be paid for completed work.

1.2 "City" means City of Hutto, Texas.

1.3 “Compensation” means amounts paid for services under this Agreement.

1.4 "Consultant" means Kimley-Horn and Associates, Inc. and its officers, partners, employees, agents and representatives, and all Sub-Consultants, if any, as well as all other persons or entities for which Consultant legally is responsible.

1.5 "Director" means the Hutto City Manager or his/her designee.

1.6 "Owner Designated Representative (ODR)” means person designated by City to act for City.

1.7 "Plans and Specifications" means the construction documents.

1.8 "Project" means the specific Engineering Services work for which services are negotiated and executed by both Parties.

1.9 "Proposal" means Consultant's Proposal to provide services for this Project.

1.10 “Proposed Task Order Request” means a request to Consultant to submit a Proposal for a specific Project as further defined herein.

1.11 “AMSA” means the Austin Metropolitan Service Area or Relevant Marketplace, which collectively is comprised of Travis County and the five (5) surrounding counties of Burnet, Williamson, Bastrop, Caldwell, and Hays.

ARTICLE II
COMPENSATION

2.1 The Compensation for all services included in this Agreement and in the Scope of Services for this Agreement shall not exceed **one hundred fifty-five thousand six hundred eighteen and 01/100 DOLLARS, ($155,618.01).** The amount to be paid to Consultant, including authorized adjustments, is the total amount payable by City to Consultant for performance of the Services under this Agreement. It is agreed and understood that such amount will constitute full compensation to Consultant for Services included in the Scope of Services and shall meet all applicable requirements of City's Design Guidelines. All City compensation obligations to Consultant are subject to appropriation of funds by City Council.

2.2 **Reimbursable Expenses**. City's non-allowable reimbursement list. Only when and only to the extent that any such may be authorized by City in writing, the Consultant shall be entitled to reimbursement at actual incurred cost for services and related expenses for the following items, and for no other expenses:

2.2.1 Travel outside AMSA only if approved in writing by City prior to such travel. Reimbursement for travel costs will be limited to costs directly associated with Consultant's performance of Service under the Agreement. Travel costs are limited to the applicable mileage and per diem rates set annually by the Federal Government's General Services Administration. Consultant shall provide detailed receipts for all reimbursable charges. Travel expenses, if any, shall be negotiated with each Task Order issued. City does not pay for Consultant's travel within AMSA.

2.2.2 Mailing, courier services and copies of documents requested by City in writing in excess of the copies to be provided under Article IV of this Agreement. These costs, if any, shall not exceed the amount noted in Article IV herein, without further prior written approval of City. Consultant shall bear these costs. Except to the extent so approved.

2.2.3 Preparation, production, reproduction, and transmittal (except as provided in paragraph 2.2.2) of graphics, physical models, presentation boards requested by City in writing in excess of the hard copies to be provided under Article IV of this Agreement. These costs shall not exceed the amount noted in Article IV herein without prior written approval of City. Consultant shall bear these costs unless agreed to, except to the extent so approved.

2.2.4 City does not allow a markup on any of the above reimbursable items and only will reimburse approved hard costs incurred.

2.2.5 As an exception to the method for notice provided in Article XXIV, writings described in paragraph 2.2 may be transmitted via electronic mail to the parties' respective email addresses to be designated in an applicable Task Order.

2.2.6 Such other reimbursable services and/or expenses as may be expressly provided as being reimbursable in Individual Task Orders but only for the specific Project authorized by any such Task Order. Any such authorization shall not establish precedent, course of dealing, or other implied authorization for reimbursable items for any other Project.

Sub-Consultant Work. City will not pay a markup to Consultant for Sub-Consultant work.

ARTICLE III METHOD OF PAYMENT

3.1 Payments to Consultant shall be in the amount shown on the invoices and its supporting documentation submitted for work, including any materials, services and expenses, satisfactory to the City, and shall be subject to City's approval. All services shall be performed in accordance with the professional standard of care set forth in **Section 20.1.** Provided that, the City shall have the right to review and evaluate whether the services conform to the agreed scope of work and the requirements of this Agreement.. If the City reasonably determines that services do not so conform, the City shall notify Consultant, and Consultant shall promptly correct such nonconforming services consistent with the professional standard of care, and City shall not be liable for any payment under this Agreement for services which are unsatisfactory and which previously have not been approved by the Director. The final payment due hereunder will not be paid until all reports, data and documents have been submitted, received, accepted and approved by City.

3.1.1 Payment may be made based solely on the units of services completed and approved by City and the associated unit price for such service, as may be described in Compensation for Additional Professional Services (attached hereto, incorporated by reference herein and labeled as "**Exhibit 1"**).

3.1.2 Monthly payments for services performed in the various additional services will be reviewed by Director upon Consultant entering itemized invoices, with all required back-up, within the Portal. The invoice shall indicate the value of the additional services performed to date.

3.2 Consultant shall, within ten (10) days following receipt of Compensation from City, pay all bills for services performed and furnished by Sub-Consultants, in connection with the Project and the performance of the work, and shall provide City with evidence of such payment. Consultant's failure to make payments within such time shall constitute a material breach of this Agreement, unless Consultant is able to demonstrate to City bona fide disputes associated with the unpaid Sub-Consultant and its services. Consultant shall include a provision in each of its sub-agreements imposing the same payment obligations on the Sub-Consultants as are applicable to Consultant hereunder, and shall require Sub-Consultants to provide confirmation to City of receipt of payments. If Consultant has failed to make payment promptly to the Sub- Consultant for the Services for which City has made payment to Consultant, City shall be entitled to withhold payment to Consultant to the extent necessary to protect City except in the event of a valid dispute between Consultant and that Sub-Consultant.

3.3 Consultant warrants that title to all Services covered by an Application for Payment will pass to City no later than the time of payment. Consultant further warrants that, upon submittal of an Application for Compensation, all Services for which Applications for Compensation have been previously issued and payments received from City shall, to the best of Consultant's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrance in favor of Consultant or other persons or entities making a claim by reason of having provided labor or services relating to this Agreement. Consultant may submit a request for Partial Compensation prior to the completion of services. A request for Partial Compensation must be accompanied by a progress report detailing the Services performed. Any partial payment made shall be in proportion to the Services performed, as reflected in the progress report and approved by the Director and at City's sole discretion. Compensation also may be made based solely on the tasks and services completed and approved by City and the associated unit price for each Service/Project, as may be

described in fee schedule and/or hourly rates included in "**Exhibit 1"** hereto.

3.4 Project Close Out and Final Payment:

3.4.1 Final billing shall indicate "Final Bill - no additional compensation is due to Consultant".

3.4.2 City may withhold compensation to such extent as may be necessary, in City's opinion, to protect City from damage or loss for which Consultant is responsible, because of:

3.4.2.1 delays in the performance of Consultant's work;

3.4.2.2 third-party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to City is provided by Consultant;

3.4.2.3 failure of Consultant to make payments properly to Sub-Consultants or vendors for labor, materials or equipment;

3.4.2.4 reasonable evidence that Consultant's work cannot be completed for the amount unpaid under this Agreement;

3.4.2.5 damage to City; or

3.4.2.6 persistent failure by Consultant to carry out the performance of its services in accordance with this Agreement.

3.4.3 When the above reasons for withholding are removed or remedied by Consultant, compensation of the amount withheld will be made within a reasonable time. City shall not be deemed in default by reason of withholding compensation as provided for in this **Article III**.

3.4.3.1 In the event of any dispute(s) between the parties, regarding the amount properly compensable for any Phase or as final compensation, or regarding any amount that may be withheld by City, Consultant shall be required to make a claim pursuant to and in accordance with the terms of this Agreement and follow the procedures provided herein for the resolution of such dispute. In the event Consultant does not initiate and follow the claims procedures provided in this Agreement in a timely manner and as required by the terms thereof, any such claim shall be waived.

3.4.3.2 City shall make final compensation of all sums due Consultant not more than thirty (30) days after Consultant's execution and delivery of a final Pay Application.

3.4.3.3 Request of final compensation by Consultant shall constitute a waiver of claims except those previously made in writing and identified by Consultant as unsettled at the time of final application for compensation.

3.4.3.4 Consultant agrees to maintain adequate books, payrolls and records satisfactory to City in connection with any and all Services performed hereunder. Consultant agrees to retain all such books, payrolls and records (including data stored in computer) for a period of not less than four (4) years after completion of Services. At all reasonable times, City and its duly authorized representatives shall have access to all personnel of Consultant and all such books, payrolls and records, and shall have the right to audit same.

ARTICLE IV
SCOPE OF SERVICES
[SUBJECT TO REVISION AS APPLICABLE]

4.1 Consultant agrees and acknowledged that City is entering into this Agreement in reliance on Consultant's represented knowledge and experience to provide the Services. Consultant accepts the relationship of an engineering professional as established between it and City by this Agreement and covenants to use Consultant's care, skill, judgment, and abilities in performing the Services, and to provide such services to the City in accordance with the usual and customary standards of care, skill and diligence of Consultant's profession, consistent with customary professional design practices for firms that provide professional design services for projects that are similar in size, scope, budget to the Project as identified in Article 20.1 herein, and in compliance with all Applicable Law. Consultant shall be solely responsible for the full cost of correcting any non-conforming Services failing to meet the professional standard of care, including any rendered by any others who have acted in reliance of Consultants' deliverables.

4.2 Consultant shall provide Professional Services and upon request include in its Scope of Services portions of the Project that can be built, with any alternates, within the Project Construction Budget at or under the Construction Cost Limitation provided additional compensation for such requested alternates. By executing this Agreement, Consultant acknowledges receipt and comprehension of the Construction Cost Limitation. Consultant shall allocate adequate time, personnel and resources as necessary to perform the Services. Consultant shall perform the Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project and in accordance with the standards set forth in Section 20.1.

4.3 Consultant shall exercise the standard of care to comply with the standards of City's Design Guidance Manual throughout the duration of the subject Project and this Agreement, unless specifically and explicitly excluded from doing so in the approved Scope of Services attached hereto, incorporated by reference herein and labeled as "**Exhibit 2"** and as described in this **Article**

IV. The City acknowledges that the laws and regulations of various governmental entities having jurisdiction over the project are sometimes in conflict, and in that circumstance the Consultant's sole obligation is to exercise the professional standard of care in an effort to resolve such conflicts

4.4 Consultant shall adhere to the requirements of the design phases described in City's design Guidance Manual, to include performing the tasks and submitting deliverables as described therein, unless specifically and explicitly excluded in the approved Scope of Service in **"Exhibit 3"** hereto and as described in this **Article IV.**

4.5 Omitted.

4.6 Consultant shall provide all labor, necessary to complete all services agreed to hereunder in a timely manner throughout the term of the Contract. Additionally, Consultant shall provide staff for regular, overtime, night, weekend and holiday service, as reasonably requested by City. Persons retained by Consultant to perform work pursuant to this Agreement shall be employees or subcontractors of Consultant.

4.7 Consultant shall not commence service on any Task Order authorized under this Agreement until being thoroughly briefed on the scope of the project and being notified in writing to proceed. Should the scope subsequently change, either Consultant or City may request a review of the anticipated services, with an appropriate adjustment in compensation.

4.8 Consultant, in consideration for the compensation herein described, shall render the professional services described in this **Section IV** necessary for the advancement of the Project through Substantial Completion to Final Completion.

4.9 Consultant shall perform its obligations under this Agreement in accordance with the Scope of Services outlined herein and in accordance with the Compensation for Additional Professional Services, attached and incorporated herein and labeled as **"Exhibit 3"**. The Scope of Services fully shall be described in Consultant's Proposal, as revised in accordance with negotiations with and approval by City for each authorized service task and as provided in this Agreement.

4.10 Compensation for Additional Professional Services, which includes pre-priced tasks and/or hourly rates, is described in **"Exhibit 1"** hereto.

ARTICLE V
TIME AND PERIOD OF SERVICE

5.1 The term of this Agreement shall commence upon its approval by the Hutto City Council and its execution by both parties.

5.2 Time is of the essence for this Agreement. Consultant shall perform and complete its obligations for the services under **Article IV** herein in a prompt and continuous manner, so as to not delay the development of services and so as to not delay the construction of the work for the Project, in accordance with the schedules approved by City. City will perform its obligations of review and approval in a prompt and continuous manner so as to not delay the project.

5.3 Consultant shall not be liable or responsible for any delays due to strikes, riots, acts of God,

national emergency, acts of the public enemy, governmental restrictions, laws or regulations, or any other causes beyond Consultant's reasonable control. Within twenty-one (21) days from the occurrence of any event, for which time for performance by Consultant shall be significantly extended under this provision, Consultant shall give written notice thereof to City stating the reason for such extension and the actual or estimated time thereof. If City determines that Consultant is responsible for the need for extended time, City shall have the right to make a Claim as provided in this Agreement.

5.4 This Agreement shall remain in force for a period which may reasonably be required for the design, award of the contract and the completion of the Project, including any extra work and any required extensions thereto, unless terminated, as provided for elsewhere in this Agreement.

ARTICLE VI
(RESERVED)

ARTICLE VII
COORDINATION WITH CITY

7.1 Consultant shall hold periodic conferences with City through the end of the Project. The Project shall have the full benefit of City's experience and knowledge of existing needs and facilities and be consistent with City's current policies and standards. To assist Consultant in this coordination, City shall make available, for Consultant's use in planning and designing the Project, all existing plans, maps, statistics, computations and other data in City's possession, relative to existing facilities and to this particular Project, at no cost to Consultant. However, any and all such information shall remain the property of City and shall be returned by Consultant to City upon termination or the completion of the Project or if instructed to do so by the Director.

7.2 The Director or his/her representative shall act on behalf of City, with respect to the services to be performed under this Agreement. The Director shall have complete authority to transmit instructions, receive information and interpret and define City's policies and decisions, with respect to materials, equipment, elements and systems pertinent to Consultant's services.

7.3 City promptly will give written notice to Consultant whenever City observes, discovers or otherwise becomes aware of any defect in Consultant's services, or any development that affects the scope or timing of Consultant's services.

7.4 Unless otherwise required by City, City shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and other such approvals and consents from others, as may be necessary, for the completion of the Project. Consultant will provide City reasonable assistance in connection with such approvals and permits, such as the furnishing of data compiled by Consultant pursuant to other provisions of the Agreement, but Consultant shall not be obligated to develop additional data, prepare extensive reports or appear at hearings or the like unless compensated therefore under other provisions of this Agreement.

ARTICLE VIII
REVISIONS TO DOCUMENTS

Consultant shall make, without expense to City, such revisions to the drawings, reports or other documents, as may be required to meet the needs of City and which are within its standard of care and the original Scope of Services as provided in **Exhibit 2**. After the approval of reports or other documents by City, any revisions, additions or other modifications made at City's request, which involve extra services and expenses incurred by Consultant, only shall be requested through an additional Amendment and Task Order for services.

ARTICLE IX
OWNERSHIP OF DOCUMENTS

9.1 All documents, including the original drawings, estimates, specifications and all other documents and data, previously owned by Consultant, shall remain the property of Consultant as instruments of service. However, it is to be understood that City shall have free access to all such information and hold the right to make and retain copies of drawings, estimates, specifications and all other documents and data. Any reuse, without specific written verification or adaptation by Consultant, will be at City's sole risk and without liability or legal exposure to Consultant.

9.2 Consultant acknowledges and agrees that upon payment City exclusively shall own any and all information in whatsoever form and character produced and/or maintained in accordance with, pursuant to or as a result of this Agreement and said information shall be used as City desires. Any and all documents, including the original drawings, estimates, specifications and all other documents and data, shall be delivered to City at no additional cost to City, upon request, termination or completion of this Agreement without restriction on future use.

9.3 Consultant agrees and covenants to protect any and all proprietary rights of City in any materials provided to Consultant. Such protection of proprietary rights by Consultant shall include, but not be limited to, the inclusion in any copy intended for publication of copyright mark reserving all rights to City. Additionally, any materials provided to Consultant by City shall not be released to any third party without the consent of City and shall be returned intact to City upon termination or completion of this Agreement or if instructed to do so by the Director.

9.4 Consultant hereby assigns all statutory and common law copyrights to any copyrightable work that, in part or in whole, was produced from this Agreement is the property of City, including all equitable rights. No reports, maps, documents or other copyrightable works, produced in whole or in part by this Agreement, shall be subject of an application for copyright by Consultant. All reports, maps, project logos, drawings or other copyrightable work produced under this Agreement shall become the property of City (excluding any instrument of services, unless otherwise specified herein). Consultant shall, at its own expense, defend all suits or proceedings instituted against City and pay any award of damages or loss resulting from an injunction against City, insofar as the same are based on any claim that materials or work provided under this Agreement constitute an infringement of any patent, trade secret, trademark, copyright or other intellectual property rights.

9.5 Consultant may make copies of any and all documents and items for its files. Consultant shall have no liability for changes made to or use of the drawings, specifications and other documents by other engineers or other persons, subsequent to the completion of the Project. City requires that Consultant appropriately mark all changes or modifications on all drawings, specifications and other documents by other Engineers or other persons, including electronic copies, subsequent to the Final Completion of the Project. Following Final Completion of the Project, if City requests Consultant perform additional scope beyond that listed in "**Exhibit 3"** hereto, City will appropriately compensated for such work performed by Consultant.

9.6 Copies of documents, which may be relied upon by City, are limited to the printed copies (also known as hard copies) and PDF electronic versions that are sealed and signed by Consultant. Files in editable electronic media format of text, data, graphics or other types, (such as DWG or DGN) that are furnished by Consultant to City or utility only are for convenience of City or utility. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

9.7 Notwithstanding anything to the contrary contained herein, all previously owned intellectual property of Consultant, including but not limited to, any computer software (object code and source code), tools, systems, equipment or other information used by Consultant or its suppliers in the course of delivering the Services hereunder, and any know-how, methodologies or processes used by Consultant, to provide the services or protect deliverables to City, including without limitation, all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto, shall remain the sole and exclusive property of Consultant or its suppliers.

ARTICLE X
TERMINATION AND/OR SUSPENSION OF SERVICES

10.1 Right of Either Party to Terminate for Default

10.1.1 This Agreement may be terminated by either party for substantial failure by the other party to perform, through no fault of the terminating party, in accordance with the terms of this Agreement and a failure to cure as provided in this **Article X**.

10.1.2 The party not in default must issue a written and signed Notice of Termination, citing this **Paragraph 10.1.2**, to the other party declaring the other party to be in default and stating the reason(s) why it is in default. Upon receipt of such written Notice of Default, the party in receipt shall have a period of ten (10) calendar days to cure any failure to perform under this Agreement. Upon the completion of said ten-day period, commencing upon receipt of Notice of Termination, if such party has not cured any failure to perform, such termination shall become effective without further written notice.

10.2 **Right of City to Terminate**. City reserves the right to terminate this Agreement, for reasons other than substantial failure by Consultant to perform, by issuing a signed Notice of Termination, citing this **Paragraph 10.2**, which shall take effect on the twentieth (20th) calendar day following receipt of said notice and upon the scheduled completion date of the performance phase in which Consultant then currently is working, whichever effective termination date occurs first.

10.3 Right of City to Suspend Giving Rise to Right of Consultant to Terminate

10.3.1 City reserves the right to suspend this Agreement at the end of any phase for the convenience of City by issuing a written and signed Notice of Suspension, citing this **Paragraph 10.3.1**, which shall outline the reasons for the suspension and the expected duration of the suspension, but such expected duration shall, in no way, guarantee what the total number of days of suspension will occur. Such suspension shall take effect immediately upon receipt of said Notice of Suspension by the Consultant.

10.3.2 Consultant hereby is given the right to terminate this Agreement in the event such suspension extends for a period in excess of one hundred twenty (120) calendar days. Consultant may exercise this right to terminate by issuing a signed, written Notice of Termination, citing this **Paragraph 10.3.2**, to City after the expiration of one hundred twenty (120) calendar days from the effective date of the suspension. Termination, pursuant to this **Paragraph 10.3.2**, shall become effective immediately upon receipt of said written notice by City.

10.4 Procedures Consultant to follow upon Receipt of Notice of Termination

10.4.1 Upon receipt of a Notice of Termination and prior to the effective date of termination, unless the notice otherwise directs or Consultant immediately takes action to cure a failure to perform under the cure period set out hereinabove, Consultant immediately shall begin the phase-out and the discontinuance of all services, in connection with the performance of this Agreement, and shall proceed promptly to cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) calendar days after receipt of such Notice of Termination, unless Consultant successfully has cured a failure to perform, Consultant shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination. City retains the option to grant an extension to the time period for submittal of such statement.

10.4.2 Copies of all completed or partially completed specifications and all reproductions of all completed or partially completed designs, plans and exhibits prepared under this Agreement, prior to the effective date of termination, shall be delivered to City, in the form requested by City, as a pre-condition to final payment, if not previously paid for. These documents shall be subject to the restrictions and conditions set forth in **Article IX** herein.

10.4.3 Upon the above conditions being met, absent any reason why City may be compelled to withhold fees, City promptly shall pay Consultant that proportion of the prescribed fee which the services actually performed under this Agreement bear to the total services called for under this Agreement, less any previous payments of the fee.

10.4.4 City, as a public entity, has a duty to document the expenditure of public funds. Consultant acknowledges this duty imposed upon City. Consultant further acknowledges that the failure of Consultant to comply with the submittal of the statement and documents, as required above, shall constitute a waiver by Consultant of any and all rights or claims to payment for services performed under this Agreement by Consultant.

10.4.5 Failure of Consultant to comply with the submittal of the statement and documents, as required above, shall constitute a waiver by Consultant of any and all rights or claims to collect monies that Consultant otherwise may be entitled to for services performed under this Agreement.

10.5 Procedures Consultant to Follow upon Receipt of Notice of Suspension

10.5.1 Upon receipt of written Notice of Suspension, which date also shall be the effective date of the suspension, Consultant shall, unless the Notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and promptly shall proceed to suspend all existing orders and contracts, insofar as such orders and contracts are chargeable to this Agreement.

10.5.2 Consultant shall prepare a statement showing, in detail, the services performed under this Agreement prior to the effective date of suspension.

10.5.3 Copies of all completed or partially completed designs, plans and specifications, prepared under this Agreement prior to the effective date of suspension, shall be prepared for possible delivery to City but shall be retained by Consultant until such time as Consultant may exercise the right to terminate.

10.5.4 In the event that Consultant exercises the right to terminate one hundred twenty (120) calendar days after the effective suspension date, within thirty (30) calendar days after receipt by City of Consultant's Notice of Termination, Consultant promptly shall cancel all existing orders and contracts, insofar as such orders and contracts are chargeable to this Agreement, and shall submit the above referenced statement showing, in detail, the services performed under this Agreement prior to the effective date of suspension.

10.5.5 Any documents prepared in association with this Agreement shall be delivered to City as a pre-condition to final payment, if not previously paid for.

10.5.6 Upon the above conditions being met, absent any reason why City may be compelled to withhold fees, City promptly shall pay Consultant that proportion of the prescribed fee which the services actually performed under this Agreement bear to the total services called for under this Agreement, less any previous payments of the fee.

10.5.7 City, as a public entity, has a duty to document the expenditure of public funds.

10.5.8 Consultant acknowledges this duty imposed upon City. Consultant further acknowledges that the failure of Consultant substantially to comply with the submittal of the statements and documents, as required herein, shall constitute a waiver by Consultant of any portion of the fee for which Consultant did not supply such necessary statements and/or documents.

ARTICLE XI
CONSULTANT'S WARRANTY

Consultant warrants that the services required under this Agreement will be performed with the same degree of professional skill and care that typically are exercised by similar consulting professionals performing similar services in Williamson County, Texas, as identified in the Texas Local Government Code 271.904(d). Consultant further warrants that it has not employed or retained any company or person other than a bona fide employee, working solely for Consultant, to solicit or secure this Agreement, and that it has not, for the purpose of soliciting or securing this Agreement, paid or agreed to pay any company or person a commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement under the provisions of **Article X** herein.

ARTICLE XIII
ASSIGNMENT OR TRANSFER OF INTEREST

Consultant shall not assign or transfer Consultant's interest in this Agreement without the written consent of City.

ARTICLE XIV
INSURANCE REQUIREMENTS

14.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City Manager. The Certificate(s) shall be completed and signed by an agent authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City.

14.2 City reserves the right to review the insurance requirements of this **Article XIV** during the effective period of this Agreement and any extension or renewal hereof and to request the modification of insurance coverage and limits when deemed necessary and prudent by City's Risk Manager, based upon changes in statutory law, court decisions or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

14.3 Consultant's financial integrity is of interest to City; therefore, subject to Consultant's obligation to maintain reasonable deductibles in such amounts as are approved by Consultant's insurance companies, Consultant shall obtain and maintain in full force and effect for the duration of this Agreement and any extension hereof at Consultant's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. These listed insurance limits are standard limits for all City projects. If a project does not justify these standard limits of insurance coverages, Consultant may request a review of the City's insurance requirements, to be considered on a

project-by-project basis:

TYPE	AMOUNTS
1. Workers Compensation	Statutory
2. Employer's Liability	$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operation b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Environmental Impairment/Impact – sufficiently broad to cover disposal liability g. Explosion, Collapse, Underground h. Damage to property rented by you	For Bodily and Property Damage of $1,000,000 per occurrence; $1,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage h. $100,000
4. Business Automobile Liability a. Owned/Leased vehicles b. Non-owned vehicles c. Hired vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence
5. Professional Liability (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages to the extent caused by any negligent act, terror, or omission in performance of professional services.

City may request, and without expense to City, to inspect copies of Consultant's policies and endorsements as they apply to the limits and forms required by City.

14.4 Consultant agrees to require, by written contract, that all Sub-Consultants and/or Subcontractors providing goods or services hereunder obtain the same insurance coverage required of Consultant herein, and provide a certificate of insurance and endorsement that names Consultant and City as additional insureds. Consultant shall provide City with said certificate and endorsement prior to the commencement of any work by any Sub-Consultant and/or Subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions or circumstances surrounding this Agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

14.5 If City requests a copy/copies of an insurance policy, Consultant prominently shall comply and Consultant shall mark those portions of the policy, if any, Consultant regards as confidential. In the event a third party makes an Open Records Request under the Texas Open Records ActAct or other public information law asking to view or copy Consultant's policy, City shall submit the received request, along with Consultant's information to the Texas Attorney General (hereafter referred to as "AG") for an opinion regarding the release of Consultant's policy information. Consultant and City agree that City will be bound by the AG opinion/decision. Similarly, Consultant agrees and accepts City will provide all Consultant information pursuant to a court order or a litigation discovery rule requiring or directing City To disclose any of Consultant's information.

14.6 Consultant agrees, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions, to the extent permitted by policy provisions, to the extent permitted by policy provisions, terms and conditions:

- Name City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement or within policy provisions, terms or conditions, with respect to operations and activities of, or on behalf of, the named insured performed under contract with City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Hutto where City is an additional insured shown on the policy, as allowed by respective policy provisions, terms and conditions;

- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of City; and

- Where allowed by respective policy provisions, terms and conditions, provide thirty (30) calendar days advance written notice to City of any cancellation or non-renewal or material change in coverage, any change in policy limits by endorsement and not less than ten (10) calendar days advance notice for nonpayment of premium.

14.8 Within ten (10) calendar days of notice to Consultant of a cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant's performance, should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

14.9 In addition to any other remedies City may have upon Consultant's failure to provide and maintain any insurance or policy endorsements, to the extent and within the time herein required, City shall have the right to order Consultant to stop work hereunder until Consultant demonstrates compliance with the requirements hereof.

14.10 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its Sub-Consultants' and/or Subcontractors' performance of the work covered under this Agreement.

14.11 It is agreed that Consultant's insurance shall be deemed primary and non-contributory, with respect to any insurance or self-insurance carried by the City of Hutto, for liability arising out of operations under this Agreement.

14.12 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of City shall be limited to insurance coverage provided.

14.13 Consultant and any Sub-Consultants and/or Subcontractors are responsible for all damage to their own equipment and/or property.

ARTICLE XV
INDEMNIFICATION

15.1 Subject to the limitations provided in the Texas Local Government Code 271.904, Consultant, whose professional services are the subject of this Agreement, covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, City and the elected officials, employees, officers, directors, volunteers and representatives of City, individually and collectively, from and against damages, liabilities or costs, including reasonable attorney fee and costs of litigation, to the extent caused by Consultant's negligent performance of professional services under this Agreement and anyone for whom Consultant legally or contractually is liable. The indemnity provided for in this Section 15.1 shall not apply to any liability resulting from the negligence of City, its officers or employees, in instances where such negligence causes personal injury, death or property damage. IN THE EVENT CONSULTANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

15.2 The provisions of this Article XV solely are for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Consultant shall advise City in writing within twenty-four (24) hours of any claim or demand against City or Consultant known to Consultant related to or arising out of Consultant's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Consultant's cost. City shall have the right, at its option and at its own expense, to participate in such defense without relieving Consultant of any of its obligations under this Section XV.

ARTICLE XVI
CLAIMS AND DISPUTES

16.1 **Definition.** A Claim is a demand or assertion by one of the parties hereto seeking, as a matter of right, adjustment or interpretation of an Agreement's terms, payment of money, extension of time or other relief, with respect to the terms of the Agreement. The term "Claim" also includes other disputes and matters in question arising out of or relating to this Agreement. Claims must be initiated by written notice. Every Claim of Consultant, whether for additional compensation, additional time or other relief, shall be signed and sworn to by an authorized corporate officer (if Consultant is not a corporation, then an official of the company authorized to bind Consultant by his/her signature) of Consultant, verifying the truth and accuracy of the Claim. The responsibility to substantiate Claims shall rest with the party making the Claim.

16.2 **Time Limit on Claims.** Claims by Consultant must be initiated in writing to City within twenty-one (21) calendar days after the occurrence of the event giving rise to such Claim.

16.3 **Continuing Contract Performance.** Pending final resolution of a Claim, except as otherwise agreed in writing, Consultant shall proceed diligently with performance of the Agreement and City shall continue to make payments in accordance with this Agreement.

16.4 **Claims for Additional Time.** If Consultant wishes to make a Claim for an increase in the time for performance, written notice, as stated in this **Section XVI**, must be given. Consultant's Claim shall include an estimate of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

16.5 **Claims for Consequential Damages**. Except as otherwise provided in this Agreement, in calculating the amount of any Claim or any measure of damages for breach of contract (such provision to survive any termination following such breach), the following standards will apply both to claims by Consultant and to claims by City:

16.5.1 No consequential damages will be allowed; and

16.5.2 Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong for which the other party is claimed to be responsible; and

16.5.3 No profit will be allowed on any damage claim.

16.6 **No Waiver of Governmental Immunity. NOTHING IN THIS SECTION XVI SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.**

16.7 Alternative Dispute Resolution.

16.7.1 **Continuation of Services Pending Dispute Resolution.** Each party is required to continue to perform its obligations under this Agreement, pending a final resolution of any dispute arising out of or relating to this Agreement, unless it would be impossible or impracticable under the circumstances

16.7.2 **Requirement for Senior Level Negotiations.** Before invoking mediation or any other alternative dispute process set forth herein, the parties agree that they first shall try to resolve any dispute arising out of or related to this Agreement through discussions directly between those senior management representatives within their respective organizations who have overall managerial responsibility for similar projects. This step shall be a condition precedent to use of any other alternative dispute resolution process. If the parties' senior management representatives cannot resolve the dispute within thirty (30) calendar days, after a party delivers a written notice of such dispute, then the parties shall proceed with the mediation alternative dispute resolution process contained herein. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

16.7.3 Mediation.

16.7.3.1 In the event that City or Consultant shall contend that the other has committed a material breach of this Agreement, the party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute.

16.7.3.2 Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) calendar days following the date of the request, except upon agreement of both parties.

16.7.3.3 In the event City and Consultant are unable to agree to a date for the mediation or to the identity of the mediator or mediators within 30 calendar days following the date of the request for mediation, all conditions precedent in this **Article XVI** shall be deemed to have occurred.

16.7.3.4 The parties shall share the mediator's fee and any filing fees equally. Venue for any mediation or lawsuit arising under this Agreement shall be in WilliamsonCounty, Texas. Any agreement reached in mediation shall be enforceable as a settlement agreement in any court having jurisdiction thereof. No provision of this Agreement shall waive any immunity or defense. No provision of this Agreement is a consent to suit.

ARTICLE XVII
SEVERABILITY

If, for any reason, any one or more Articles and/or paragraphs of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect, impair or invalidate the remaining Articles and/or paragraphs of this Agreement but shall be confined in its effect to the specific Article, sentences, clauses or parts of this Agreement held invalid or unenforceable, and the invalidity or unenforceability of any Article, sentence, clause or parts of this Agreement, in any one or more instance, shall not affect or prejudice in any way the validity of this Agreement in any other instance.

ARTICLE XVIII
INTEREST IN CITY CONTRACTS PROHIBITED

18.1 No officer or employee of City shall have a financial interest, directly or indirectly, in any contract with City or shall be financially interested, directly or indirectly, in the sale to City of any land, materials, supplies or service, except on behalf of City as an officer or employee. This prohibition extends to City's Public Service Board, SAWS and other City boards and commissions, which are more than purely advisory. The prohibition also applies to Sub-Contracts on City projects.

18.2 Consultant acknowledges that it is informed that the Charter of City and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency, such as City-owned utilities. Consultant's officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a. a City officer or employee; b. a City officer or employee's parent, child or spouse; c. a business entity in which City officer or employee, or the officer or employee's parent, child or spouse, owns ten percent (10%) or more of the voting stock or shares of the business entity, or ten percent (10)%) or more of the fair market value of the business entity; d. a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

18.3 Consultant warrants and certifies, and this Agreement is made in reliance thereon, that Consultant, its officers, employees and agents are neither officers nor employees of City. Consultant further warrants and certifies that is has tendered to City a Discretionary Contracts Disclosure Statement in compliance with City's Ethics Code.

ARTICLE XIX
CONFLICT OF INTEREST

19.1 Consultant acknowledges that it is informed that the Charter of the City of Hutto and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a direct interest in any contract with the City.

19.2 Pursuant to the subsection above, Consultant warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees, and agents are neither officers nor employees of the City and shall not have a direct interest in the Agreement. Consultant further warrants and certifies that it will comply with the City's Ethics Code.

19.3 **HB 1295 Certificate of Interested Parties (TEC Form 1295).** For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Consultant a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Consultant understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed, and notarized, and provided to the City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City

does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Consultant with respect to the proper completion of the TEC Form 1295.

19.4 **No Boycott of Israel; No Terrorist Organization.**

Pursuant to Section 2270.002, Texas Government Code, the CONSULTANT hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Indenture is a contract for goods or services, will not boycott Israel during the term of this Indenture. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

The CONSULTANT understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the CONSULTANT and exists to make a profit.

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the CONSULTANT represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

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

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

19.5 **Verification Regarding Energy Company Boycotts.**

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, the CONSULTANT hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with

Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The CONSULTANT understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the CONSULTANT and exists to make a profit.

19.6 **Verification Regarding Discrimination Against Firearm Entity or Trade Association.**

To the extent this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, the hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(1) do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
(2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

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

ARTICLE XX
STANDARD OF CARE/LICENSING

20.1 Services provided by Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances as described in the Texas Local Government Code 271.904(d).

20.2 To the extent specifically described in Exhibit 2, Consultant shall be represented by personnel at meetings of any official nature concerning the Project, including but not limited to scope meetings, review meetings, pre-bid meetings and preconstruction meetings.

ARTICLE XXI
RIGHT OF REVIEW AND AUDIT

21.1 Consultant grants City, or its designees, the right to audit, examine or inspect, at City's election, all of Consultant's records relating to the performance of the Work under this Agreement, during the term of this Agreement and retention period herein. The audit, examination or inspection may be performed by a City designee, which may include its internal auditors or an outside

representative engaged by City. Consultant agrees to retain its records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under the contract, then, such retention period shall extend until final resolution of the dispute. "Consultant's records" include any and all information, materials and data of every kind and character generated as a result of the work under this Agreement. Example of Consultant records include, but are not limited to, billings, books, general ledger, cost ledgers, invoices, production sheets, documents, correspondence, meeting notes, subscriptions, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers, memoranda, time sheets, payroll records, policies, procedures, federal and state tax filings for issue in question and any and all other agreements, sources of information and matters that may, in City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Agreement Documents.

21.2 City agrees that it will exercise the right to audit, examine or inspect Consultant's records only during City's regular business hours, specific to the Project under this Agreement. Consultant agrees to allow City's designee access to all of Consultant's Records, Consultant's facilities and current or former employees of Consultant, deemed necessary by City or its designee(s), to perform such audit, inspection or examination. Consultant also agrees to provide adequate and appropriate work space necessary to City or its designees to conduct such audits, inspections or examinations specific to the Project under this Agreement.

21.3 Consultant must include this audit clause in any subcontractor, supplier or vendor contract.

ARTICLE XXII
ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both City and Consultant.

ARTICLE XXIII
VENUE

The obligations of the parties to this Agreement shall be performable in Hutto, Williamson County, Texas. If legal action, such as civil litigation, is necessary in connection therewith, exclusive venue shall lie in Williamson County, Texas.

ARTICLE XXIV
NOTICES

Except as may be provided elsewhere herein, all notices, communications, and reports required or permitted under this Agreement shall personally be delivered or mailed to the respective party by depositing the same in the United States Postal Service, addressed to the applicable address shown below, unless and until either party otherwise is notified in writing by the other party of a change of such address. Mailed notices shall be deemed communicated as of five (5) calendar days of mailing. In cases of emergency communication may be provided through email, in person, or telephone notices which shall be followed with the mailing procedure herein described.

If intended for City, to:	If intended for Consultant, to:
City of Hutto	Kimley-Horn and Associates, Inc.
Attention: City Engineer 500 West Live Oak Hutto TX 78634	Attention: Matthew Gaal 10814 Jollyville Road Building IV, Suite 200 Austin TX 78759
(512) 759-4933	(512) 649-8197
kate.moriarty@huttotx.gov	matthew.gaal@kimley-horn.com

ARTICLE XXV
INDEPENDENT CONTRACTOR

In performing services under this Agreement, the relationship between City and Consultant is that of an independent contractor. By the execution of this Agreement, Consultant and City do not change the independent contractor status of Consultant. Consultant shall exercise independent judgment in performing its duties and obligations under this Agreement and solely is responsible for setting working hours, scheduling or prioritizing the work flow and determining how the work is to be performed. No term or provision of this Agreement or act of Consultant, in the performance of this Agreement, shall be construed as making Consultant the agent, servant or employee of City, or as making Consultant or any of its agents or employees eligible for any fringe benefits, such as retirement, insurance and worker's compensation, which City provides to or for its employees.

ARTICLE XXVI
CAPTIONS

The captions for the individual provisions of this Agreement are for informational purposes only and shall not be construed to effect or modify the substance of the terms and conditions of this Agreement to which any caption relates.

IN WITNESS WHEREOF, City of Hutto has lawfully caused these present to execute this Agreement by the hand of City Manager, or designee; Consultant, acting by the hand of Bradley J. Hill, thereunto authorized Regional Contract Lead deliver this document. does now sign, execute and

Executed on this_____day of _____ A.D._____

CITY OF HUTTO	**KIMLEY-HORN AND ASSOCIATES, INC.**
_____	Bradley J Hill
James Earp **City Manager**	**Bradley J. Hill** **Regional Contract Lead**

EXHIBIT 1
INDIVIDUAL PROJECT ORDER

PROJECT FEE SUMMARY
(TO INCLUDE REIMBURSEABLES, IF ANY)
AND TIMELINE FOR DESIGN PHASE SERVICES

In accordance with Agreement for Professional Engineering Services between the City of Hutto (Owner) and Kimley-Horn and Associates, Inc. (Consultant), the parties agree as follows:

1. Background Data
    a. Project Number: T49+49
    b. Owner: City of Hutto
    c. Vendor: Kimley-Horn and Associates, Inc.

Specific Project (title): Live Oak at Ed Schmidt Intersection Improvements

1) Scope of services for **Kimley-Horn and Associates, Inc.** will include the following services (Refer to Attached A for Full Services Detail

    a. Traffic signal design for intersection of Ed Schmidt Boulevard & Emory Farms Avenue / Live Oak Street in coordination with Live Oak Extension project previously designed by others in Hutto, Williamson County, Texas.

2) Fee: NTE $155,618.01

Work Description	Original Fee	Amendment Amount	Change in Fee	Fee Type
1: Project Management	$12,690.00			Lump Sum
2: Traffic Signal Warrant Study	$16,420.00			Lump Sum
3: Topographic Survey	$8,600.00			Lump Sum
4: Subsurface Utility Engineering	$18,373.01			Lump Sum
5: Traffic Signal Design	$54,890.00			Lump Sum
6: Permitting	$5,410.00			Lump Sum
7: Utility Coordination	$12,040.00			Lump Sum
8: Bid Phase Services	$8,750.00			Lump Sum
9: Construction Phase Services	$14,295.00			Lump Sum
10: TDLR Registration and Inspection	$4,150.00			Lump Sum
TOTAL	**$155,618.01**			

3) Deadline: This form is to be signed along with any supplementary materials and must be submitted to Kate Moriarty, MPA, Executive Director of Administrative Services.

Point of Contact

Kate Moriarty, MPA
Executive Director of Administrative Services
kate.moriarty@HuttoTX.gov
737-361-8630

Any questions must be in writing and responses will be provided within 24 hours and shared with other On Demand firms under contract with the City.

Vendor agrees to provide the services within this Individual Project Order ("IPO") and Vendor is authorized to begin performance upon its receipt of a copy of this IPO signed by Owner.

EXHIBIT 2

SCOPE OF SERVICES

Kimley»Horn

Exhibit 2 – Scope of Services

The Consultant will provide the services specifically set forth below.

Task 1 – Project Management

1.1 The Consultant will maintain project records, budgets, and communications for the duration of the project. The Consultant assumes the project duration will be 18 months.

1.2 The Consultant will prepare monthly invoices and progress reports for the duration of the project.

1.3 The Consultant will participate in up to eighteen (18) monthly status calls with the City to discuss the project (30-minute, web-based calls). The Consultant will prepare a meeting agenda and meeting minutes for each meeting.

Task 1 Deliverables:

- Monthly invoices with progress reports.
- Attend meetings as described above.

Task 2 – Traffic Signal Warrant Study

2.1 The Consultant will prepare a traffic signal warrant study for the intersection of Ed Schmidt Boulevard & Emory Farms Avenue / Live Oak Street in accordance with the criteria specified in the 2025 Edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD). The traffic signal warrant study will consist of the following:

2.1.1 Collect existing lane geometries, inventory traffic control devices, document speed limits for the study intersection.

2.1.2 Compile developer Traffic Impact Analysis (TIA) reports previously submitted to City by others in the project vicinity.

2.1.3 Collect vehicle intersection turning movement counts for 14 hours (6:00am – 8:00pm) on one (1) typical weekday (Tuesday-Thursday).

2.1.4 Develop projected intersection traffic volumes for Live Oak Extension's opening year based on collected traffic counts, developer TIAs, and other publicly available data sources.

2.1.5 Compile historical crash data from publicly available TxDOT databases for the latest three years available.

2.1.6 Evaluate signal warrants and determine appropriate traffic control device for Live Oak Extension's opening year scenario.

2.1.7 Prepare and submit a technical memorandum to summarize the findings and recommendations of the traffic signal warrant study (draft and final).

Task 2 Deliverables:

- Traffic signal warrant study memorandum (draft and final).

Task 3 – Topographic Survey

3.1 The Consultant will collect a topographic survey for the area identified in the polygon below (generally described as 115 feet in both directions north-south along Ed Schmidt Boulevard, measured from the center of the intersection for the full width of the existing Ed Schmidt Boulevard right of way). The topographic survey will consist of the following:

- Locate above-ground improvements and graphical depiction of existing right of way boundaries. Depiction of right of way lines is for design purposes only and is not to be considered a boundary survey.
- 50' cross sections with elevations adequate across the project site to develop one-foot interval contours.
- Identify the locations of underground utilities based on SUE Quality Level B markings obtained in Task 4.
- Obtain the sag and pole attachment elevations of overhead utility lines adjacent to the survey limits along the west side of Ed Schmidt Boulevard.

Task 3 Deliverables:

- CAD file containing surveyed elements described above.

Task 4 – Subsurface Utility Engineering

4.1 The Consultant will collect Quality Level B subsurface utility survey for the survey limits identified in Task 3. The subsurface utility survey will consist of the following:

- Perform records research and acquire available existing utility records within the project limits. This will include contacting the applicable One Call agency and associated utility owners/municipalities to request records and reviewing available utility record information obtained.
- Conduct in-field utility designating with the objective of finding and mapping the horizontal location of existing utilities within the defined survey limits, including but not limited to potable water, reclaimed water, chilled water, natural gas/crude oil/refined product pipelines, communication duct banks, fiber optic, cable television, telephone, traffic signal cables, street lighting, TxDOT CTMS cables, and electric.
- Wastewater and storm drain facilities will be inverted at manholes and will be depicted as SUE Quality Level C.
- Attempt to designate utility service lanes. However, because these lines are often non-conductive and not shown on records, the Consultant cannot guarantee service lines will be located.
- Attempt to provide electronic depth readings calculated by geophysical equipment. If electronic depth readings can be obtained, they will be provided every 25 feet. However, due to the inconsistency with electronic depth readings, the Consultant cannot guarantee the accuracy of this information. Data will be provided for informational purposes only.
- Locating and researching private service lines, irrigation lines, overhead utilities, and detailed vault investigations are specifically excluded from this scope of work.

4.2 The Consultant will collect up to four (4) Quality Level A SUE test holes at locations to be determined by the Consultant following a review of the Quality Level B SUE information. The Consultant has made the following assumptions related to Quality Level A test hole excavations:

- The Consultant will collect up to two (2) test holes at depths between 0-5 feet, up to one (1) test hole at a depth between 5-8 feet, and up to one (1) test hole at a depth between 8-13 feet.
- All test hole locations will be outside of the pavement and behind the back of curb.
- All test holes will be accessible to truck/trailer-mounted vacuum excavation equipment and will not require improvements to access test hole locations (clearing, grading, mat installation, etc.).
- A right-of-way permit will be required from the City of Hutto.
- Designed traffic control plans will not be required.
- Traffic control measures will not be required.
- Pavement coring/repair will not be required.
- The following items are specifically excluded from this scope of work: flowable fill for backfill of test holes, full-section pavement repair (including sidewalks), excavation in rock or to a depth greater than eighteen (18) feet.
- Due to the risk of damage, the Consultant will not attempt to probe or excavate test holes on AC water lines unless approval is obtained from the utility owner in advance.

Task 4 Deliverables:

- A utility file in CAD format depicting all SUE data documented for the project.
- A summary sheet of all test hole coordinate data and depth information.

- 8.5” x 11” test hole data forms for all test hole locations completed.
- 11” x 17” SUE plan sheets depicting all SUE data documented on the project.
- A utility report containing metadata (e.g. scope of work, work limits, dates of performance, survey control, etc.), information about the utility investigation not otherwise conveyed in other project deliverables, and recommendations to address deficiencies.

Task 5 – Traffic Signal Design

5.1 The Consultant will prepare plans, specifications, and estimates (PS&E) for installation of a 4-approach traffic signal at the intersection of Ed Schmidt Boulevard & Emory Farms Avenue / Live Oak Street, incorporating the design of the City’s Live Oak Extension project previously prepared by others. The Consultant will prepare the following as part of the PS&E package:

5.1.1 Title Sheet, Index of Sheets, and Project Layout sheet

5.1.2 General Notes

5.1.3 Existing Conditions Layout sheet to show locations of existing improvements, traffic control devices, underground/overhead utilities, and notations as to which existing improvements are to be removed incidental to the traffic signal construction (1” = 40’ scale).

5.1.4 Proposed Traffic Signal Layout sheet to show the locations of signal poles, pedestal poles, signal heads, push buttons, signal cabinet, electrical service, conduits, ground boxes, detection equipment, and wireless communication equipment (1” = 40’ scale).

5.1.5 Proposed Pedestrian Curb Ramp Layout sheet to show the locations of curb ramps, sidewalks, and detectable warning surfaces. (1” = 20’ scale).

5.1.6 Traffic Signal Elevation Views sheet showing placement of signal heads, detection equipment, and street name signs on mast arms, horizontal offset dimensions, and minimum vertical clearances.

5.1.7 Conduit and Electrical Details sheet showing the type, size, and number of conduits and electrical wires underground, inside poles, inside mast arms, and inside controller cabinet, cable termination tables, and electrical service data summary table.

5.1.8 Load Switch Configuration Layout sheet showing controller cabinet load switch assignments for each vehicle and pedestrian phase (1” = 40’ scale).

5.1.9 Detection Zone Layout sheet showing the size, location, and type of each vehicle detection zone. Presence & advance detection will be provided along Ed Schmidt Boulevard and presence detection only will be provided along Emory Farms Avenue / Live Oak Street (1” = 40’ scale).

5.1.10 Phasing, ring & barrier, and orientation diagrams.

5.1.11 Street name sign details developed using SignCAD software in accordance with TMUTCD, SHSD, and City of Hutto criteria.

5.1.12 Pedestrian push button details with APS message information table.

5.1.13 Signing & Pavement Marking Layout sheet to show modifications to existing signs & pavement markings that are required to change the intersection operation from stop-controlled to signalized (ex: stop bars, crosswalks, etc.) (1" = 60' scale).

5.1.14 City of Hutto and/or TxDOT standard details as appropriate.

5.2 The Consultant will conduct one (1) field meeting with the local electric service provider to determine location of new electrical service.

5.3 The Consultant will submit milestone deliverables for City of Hutto review at the 60%, 90%, and 100% stages of completeness.

5.4 The Consultant will prepare a list of pay items, specifications, and estimated construction quantities required to build the proposed traffic signal infrastructure.

5.5 The Consultant will prepare an opinion of probable construction costs (OPCC) to accompany the 60%, 90%, and 100% PS&E submittals.

- The Consultant has no control over the cost of labor, materials, equipment, or over the Contactor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable construction costs provided are based on the information known to the Consultant at the time of the estimate and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable construction costs.

5.6 The Consultant will prepare traffic signal timing plans for the proposed traffic signal. The signal timing plans will be based on a fully actuated ("free"), non-coordinated signal operation and will consist of the following:

5.6.1 The Consultant will prepare a time-of-day schedule for weekdays and weekends.

5.6.2 The Consultant will calculate vehicle clearance intervals (yellow, all red) for each vehicle movement.

5.6.3 The Consultant will calculate pedestrian intervals (walk, flashing don't walk) for each pedestrian movement.

5.6.4 The Consultant will calculate phase timings (minimum green, maximum green) for each vehicle movement.

5.6.5 The Consultant will prepare timing tables and incorporate them into the plans.

Task 5 Deliverables:

- 60%, 90%, and 100% PS&E packages consisting of plans, OPCC, CAD files, and traffic signal timing plans.

Task 6 – Permitting

6.1 The Consultant will submit the proposed construction drawings to the City's permitting portal.

6.2 The Consultant will respond to up to three (3) rounds of City's permitting review comments and will prepare a comment response letter to address all City comments.

Task 6 Deliverables:

- Comment response letter(s).

Task 7 – Utility Coordination

7.1 The Consultant will establish a point of contact for each identified utility owner in the project area and retain contact information for the Client. The Consultant assumes five (5) total utility owners in the project limits.

7.2 The Consultant will send project notice to utility owners including project location map and general design footprint.

7.3 The Consultant will host up to one (1) group utility coordination meeting (web-based) based on preliminary design data to inform utility owners of plans and schedules and to facilitate coordination between utility owners.

7.4 The Consultant will host recurring individual utility coordination meetings/phone calls with utility owners to review schedule, cost, conflicts, and track progress (assume ten (10)) web-based meetings/phone calls).

7.5 The Consultant will produce and send relocation notices as required to utility owners requiring relocation.

7.6 The Consultant will review SUE survey data to evaluate existing facilities and confirm utility locations based on utility owner coordination.

7.7 The Consultant will conduct up to one (1) site visit to evaluate constraints with proposed improvements.

7.8 The Consultant will prepare a utility conflict matrix and identify utilities in conflict with proposed improvements.

7.9 The Consultant will prepare one (1) combined utility conflict exhibit.

7.10 The Consultant will review utility relocation plans for conformity with proposed traffic signal plans. Utility relocations are to be designed and produced by others.

7.11 The Consultant will conduct up to one (1) site visit to verify relocations completed according to plans. Verification is limited to visual observations.

The Consultant has made the following assumptions in preparing the scope of work for this task:

- Right of entry will not be required or will be secured by others.
- Reimbursement agreements will not be required or will be prepared by others.
- No transmission facilities will require relocation.
- Relocated utilities will not be surveyed and/or added to base CAD files.
- All relocation designs will be performed by the utility owners or others.

Task 7 Deliverables:

- Log of utility owner contact information.
- Project notice sent to utility owners.
- Host utility coordination meetings as described above.
- Utility relocation notices as required.
- Site visits as described above.
- Utility conflict matrix.
- Utility conflict exhibit.

Task 8 – Bid Phase Services

8.1 The Consultant will prepare and assemble the Project Manual based on City's standard front-end bid documents, and both City's and TxDOT's standard specifications, special specifications, and special provisions.

8.2 The Consultant will attend up to one (1) pre-bid meeting.

8.3 The Consultant will review and provide written responses to prospective bidder's and supplier's questions.

8.4 The Consultant will review and evaluate unit prices from all bids received for traffic signal infrastructure.

8.5 The Consultant will prepare an award recommendation letter after reviewing all prospective bids.

Task 8 Deliverables:

- Project manual
- Attendance at pre-bid meeting
- Award recommendation letter

Task 9 – Construction Phase Services

9.1 The Consultant will attend up to one (1) pre-construction meeting with the City and/or Contractor.

9.2 The Consultant will attend up to one (1) field review meeting with City and/or Contractor to observe interim construction progress.

9.3 The Consultant will attend up to one (1) field review meeting with City and/or Contractor to develop a final punch list to be addressed by the Contractor prior to project completion.

9.4 The Consultant will review shop drawings and samples and other data which contractor is required to submit for conformance with the information given in the contract documents. The Consultant will review up to twelve (12) contractor submittals.

9.5 The Consultant will respond to reasonable and appropriate contractor requests for information (RFIs) and issue necessary clarifications and interpretations of the contract documents as appropriate. Any orders authorizing variations from the contract documents will be made by the City. The Consultant will respond to up to four (4) RFIs.

9.6 The Consultant will provide minor revisions to plans to address differing site conditions, third party accommodation, or other City directed changes. Revisions to plans will include revision clouds around any changes, descriptions and quantity of changes, and CAD files. The Consultant will provide up to one (1) minor plan revision.

9.7 The Consultant will prepare record drawings based on redlines provided by City and/or Contractor.

9.8 The Consultant will prepare an engineer's concurrence letter recommending acceptance of the work after all punch list items have been corrected.

9.9 The Consultant will review contractors pay applications for degree of completion of work.

The Consultant shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor or the safety precautions and programs incidental to the work of the Contractor. The Consultant shall not guarantee the performance of the contractor nor be responsible for the acts, errors, omissions, or the failure of the contractor to perform the construction work in accordance with the contract documents.

Task 9 Deliverables:

- Attend meetings as described above
- Review and respond to documents and requests for information as described above
- Record drawings.
- Engineer's concurrence letter.

Task 10 – TDLR Registration and Inspection

10.1 The Consultant will evaluate the project for compliance with Chapter 469 of the Texas Government Code, State of Texas Architectural Barriers Act, and TDLR Administrative Rule 68.102. The evaluation will consist of registering the project with TDLR, perform plan review of the project construction documents, and perform the final inspection of the project upon completion.

Task 10 Deliverables:

- Proof of project registration via the TDLR Proof of Registration sheet.
- Plan Review Report detailing the non-compliant findings of the project in the construction documents.

- Inspection Report detailing the findings of the final inspection of the build project.

Additional Services

Any services not specifically provided for in the above scope will be considered additional services and can be provided at the Consultant's then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Preparation of plans for a 3-approach or temporary/interim traffic signal.
- Preparing conduit bore profiles for traffic signal infrastructure.
- Obtaining any other permits not specifically identified above.
- Design services for infrastructure elements beyond what is stated in the scope (ex: roadway design, driveway design, drainage design, structural design, utility design, etc.).
- Illumination design except for intersection safety lighting mounted on top of signal poles.
- Intersection traffic analysis, sight distance evaluations, or any other traffic studies not specifically identified above.
- In-the-field programming or fine-tuning of the traffic signal controller/traffic signal timing plans.
- Fiber optic communication design.
- Preparation of ROW or easement exhibits.
- Geotechnical engineering.
- Attendance at public hearings or meetings.
- Additional analyses or major re-works required because of City comments that are inconsistent with the Consultant's original direction.
- Additional meetings other than those specifically identified above.

This list is included not only to clarify what is included in the scope of services, but to make the City aware of other project needs that could be met by the Consultant, if requested and authorized.

The Consultant will not offer construction engineering, inspection, material testing, or contractor invoicing services as part of this project.

EXHIBIT 3

FEE PROPOSAL

EXHIBIT 3 - Fee Schedule

Project Name: **Ed Schmidt & Live Oak Traffic Signal**
Prepared By: **Kimley-Horn and Associates, Inc.**

Task # Subtask Number	Task Name Subtask Name/Description	Assumptions	Senior Prof I	Prof	Analyst	Admin	Labor Total (hours)	Subconsultants (Cost) Baird, Hampton & Brown	The Rios Group	Quality Counts	Altura Solutions
			$355.00	$275.00	$235.00	$155.00					
1	**Project Management**										
1.1	Maintain project records, budget, and communications	18 months		9			9				
1.2	Prepare monthly invoices and progress reports	18 months		9		18	27				
1.3	Conduct monthly status calls	18 months @ 1/month		18			18				
	Task Total (Hours)		0	36	0	18	54				
	Task Total (Dollars)		**$0.00**	**$9,900.00**	**$0.00**	**$2,790.00**	**$12,690.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
2	**Traffic Signal Warrant Study**										
2.1	Traffic Signal Warrant Study										
2.1.1	Collect existing lane geometries, traffic control devices, and speed limits				2		2				
2.1.2	Compile developer TIAs			1	2		3				
2.1.3	Collect 14-hour intersection turning movement counts				1		1			$850.00	
2.1.4	Develop projected opening year traffic volumes		1	6	10		17				
2.1.5	Compile historical crash data			1	4		5				
2.1.6	Evaluate TMUTCD signal warrants for opening year		1	4	12		17				
2.1.7	Prepare memorandum (draft and final)		1	4	12		17				
	Task Total (Hours)		3	16	43	0	62				
	Task Total (Dollars)		**$1,065.00**	**$4,400.00**	**$10,105.00**	**$0.00**	**$15,570.00**	**$0.00**	**$0.00**	**$850.00**	**$0.00**
3	**Topographic Survey**										
3.1	Topographic Survey		2	4	14		20	$3,500.00			
	Task Total (Hours)		2	4	14	0	20				
	Task Total (Dollars)		**$710.00**	**$1,100.00**	**$3,290.00**	**$0.00**	**$5,100.00**	**$3,500.00**	**$0.00**	**$0.00**	**$0.00**
4	**Subsurface Utility Engineering**										
4.1	SUE Quality Level B			2	2				$9,043.01		
4.2	SUE Quality Level A			2	2				$7,290.00		
	Task Total (Hours)		0	4	4	0	0				
	Task Total (Dollars)		**$0.00**	**$1,100.00**	**$940.00**	**$0.00**	**$2,040.00**	**$0.00**	**$16,333.01**	**$0.00**	**$0.00**
5	**Traffic Signal Design**										
5.1	Traffic Signal PS&E Preparation										
5.1.1	Title Sheet, Index of Sheets, and Project Layout Sheet			1	4		5				
5.1.2	General Notes			1	2		3				
5.1.3	Existing Conditions Layout Sheet		1	4	12		17				
5.1.4	Proposed Traffic Signal Layout Sheet		2	6	12		20				
5.1.5	Proposed Pedestrian Curb Ramp Layout Sheet		2	6	12		20				
5.1.6	Traffic Signal Elevation Views Sheet		1	4	12		17				
5.1.7	Conduit and Electrical Details Sheet		2	6	12		20				
5.1.8	Load Switch Configuration Layout Sheet		1	2	6		9				
5.1.9	Detection Zone Layout Sheet		1	2	6		9				
5.1.10	Phasing, Ring & Barrier, and Orientation Diagrams		1	1	3		5				
5.1.11	Street Name Sign Details			1	3		4				
5.1.12	Push Button Details and APS Message Information Table			1	2		3				
5.1.13	Signing & Pavement Marking Layout Sheet		1	4	12		17				
5.1.14	City of Hutto and/or TxDOT Standard Details			1	3		4				
5.2	Field meeting and coordination with electric service provider			3			3				
5.3	Preapre and submit milestone packages		2	3	6		11				
5.4	Prepare list of pay items, specifications, and estimated construction quantities		1	3	6		10				
5.5	Prepare OPCCs (60%, 90%, 100%)		1	3	6		10				
5.6	Prepare traffic signal timing plans										
5.6.1	Prepare time-of-day schedule		1		4		5				
5.6.2	Calculate vehicle clearance intervals		1		4		5				
5.6.3	Calculate pedestrian intervals		1		4		5				
5.6.4	Calculate phase timings		1		6		7				
5.6.5	Prepare timing tables		1		4		5				
	Task Total (Hours)		21	52	141	0	214				
	Task Total (Dollars)		**$7,455.00**	**$14,300.00**	**$33,135.00**	**$0.00**	**$54,890.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
6	**Permitting**										
6.1	Submit drawings to permitting portal			2	4		6				
6.2	Respond to city permitting comments; prepare comment response letters			4	12		16				
	Task Total (Hours)		0	6	16	0	22				
	Task Total (Dollars)		**$0.00**	**$1,650.00**	**$3,760.00**	**$0.00**	**$5,410.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
7	**Utility Coordination**										
7.1	Establish pont of contact with each utility owner				2		2				
7.2	Product and send project notices			1	1		2				

EXHIBIT 3 - Fee Schedule

Project Name: **Ed Schmidt & Live Oak Traffic Signal**
Prepared By: **Kimley-Horn and Associates, Inc.**

Task # Subtask Number	Task Name Subtask Name/Description	Assumptions	Senior Prof I	Prof	Analyst	Admin	Labor Total (hours)	Subconsultants (Cost) Baird, Hampton & Brown	The Rios Group	Quality Counts	Altura Solutions
			$355.00	$275.00	$235.00	$155.00					
7.3	Conduct group utility coordination kickoff meeting		1	1	2		4				
7.4	Conduct individual meetings/calls with utility owners	10 meetings		1	6		7				
7.5	Prepare and send utility relocation notices			1	4		5				
7.6	Review SUE data compared to utility owner feedback			1	2		3				
7.7	Conduct one (1) site visit			3	4		7				
7.8	Prepare utility conflict matrix			1	4		5				
7.9	Prepare utility conflict exhibit			1	2		3				
7.10	Review utility relocation plans		1		2		3				
7.11	Verify utility relocation progress			3	4		7				
	Task Total (Hours)		2	13	33	0	48				
	Task Total (Dollars)		**$710.00**	**$3,575.00**	**$7,755.00**	**$0.00**	**$12,040.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
8	**Bid Phase Services**										
8.1	Assemble project manual		1	4	12		17				
8.2	Attend pre-bid meeting			2			2				
8.3	Provide written responses to prospective bidders			4	2		6				
8.4	Review and evaluate unit prices from all bids received		1	2	4		7				
8.5	Prepare award recommendation letter			1	1		2				
	Task Total (Hours)		2	13	19	0	34				
	Task Total (Dollars)		**$710.00**	**$3,575.00**	**$4,465.00**	**$0.00**	**$8,750.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
9	**Construction Phase Services**										
9.1	Pre-construction meeting			2			2				
9.2	Interim field review meeting			3			3				
9.3	Punch list walkthrough meeting			3			3				
9.4	Review shop drawings		2	12			14				
9.5	Respond to RFIs		1	4	4		9				
9.6	Prepare minor plan revisions		1	2	6		9				
9.7	Prepare record drawings			2	4		6				
9.8	Prepare engineer's concurrence letter			2	1		3				
9.9	Review contractor pay applications			4			4				
	Task Total (Hours)		4	34	15	0	53				
	Task Total (Dollars)		**$1,420.00**	**$9,350.00**	**$3,525.00**	**$0.00**	**$14,295.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
10	**TDLR Registration and Inspection**										
10.1	TDLR Registration and Inspection			2			2				$3,600.00
	Task Total (Hours)		0	2	0	0	2				
	Task Total (Dollars)		**$0.00**	**$550.00**	**$0.00**	**$0.00**	**$550.00**	**$0.00**	**$0.00**	**$0.00**	**$3,600.00**
	SUBTOTALS						**$131,335.00**	**$3,500.00**	**$16,333.01**	**$850.00**	**$3,600.00**
	PROJECT TOTAL						**$155,618.01**				

Kimley»Horn

Exhibit 2 – Scope of Services

The Consultant will provide the services specifically set forth below.

Task 1 – Project Management

1.1 The Consultant will maintain project records, budgets, and communications for the duration of the project. The Consultant assumes the project duration will be 18 months.

1.2 The Consultant will prepare monthly invoices and progress reports for the duration of the project.

1.3 The Consultant will participate in up to eighteen (18) monthly status calls with the City to discuss the project (30-minute, web-based calls). The Consultant will prepare a meeting agenda and meeting minutes for each meeting.

Task 1 Deliverables:

- Monthly invoices with progress reports.
- Attend meetings as described above.

Task 2 – Traffic Signal Warrant Study

2.1 The Consultant will prepare a traffic signal warrant study for the intersection of Ed Schmidt Boulevard & Emory Farms Avenue / Live Oak Street in accordance with the criteria specified in the 2025 Edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD). The traffic signal warrant study will consist of the following:

2.1.1 Collect existing lane geometries, inventory traffic control devices, document speed limits for the study intersection.

2.1.2 Compile developer Traffic Impact Analysis (TIA) reports previously submitted to City by others in the project vicinity.

2.1.3 Collect vehicle intersection turning movement counts for 14 hours (6:00am – 8:00pm) on one (1) typical weekday (Tuesday-Thursday).

2.1.4 Develop projected intersection traffic volumes for Live Oak Extension's opening year based on collected traffic counts, developer TIAs, and other publicly available data sources.

2.1.5 Compile historical crash data from publicly available TxDOT databases for the latest three years available.

2.1.6 Evaluate signal warrants and determine appropriate traffic control device for Live Oak Extension's opening year scenario.

2.1.7 Prepare and submit a technical memorandum to summarize the findings and recommendations of the traffic signal warrant study (draft and final).

Task 2 Deliverables:

- Traffic signal warrant study memorandum (draft and final).

Task 3 – Topographic Survey

3.1 The Consultant will collect a topographic survey for the area identified in the polygon below (generally described as 115 feet in both directions north-south along Ed Schmidt Boulevard, measured from the center of the intersection for the full width of the existing Ed Schmidt Boulevard right of way). The topographic survey will consist of the following:

- Locate above-ground improvements and graphical depiction of existing right of way boundaries. Depiction of right of way lines is for design purposes only and is not to be considered a boundary survey.
- 50' cross sections with elevations adequate across the project site to develop one-foot interval contours.
- Identify the locations of underground utilities based on SUE Quality Level B markings obtained in Task 4.
- Obtain the sag and pole attachment elevations of overhead utility lines adjacent to the survey limits along the west side of Ed Schmidt Boulevard.

Task 3 Deliverables:

- CAD file containing surveyed elements described above.

Task 4 – Subsurface Utility Engineering

4.1 The Consultant will collect Quality Level B subsurface utility survey for the survey limits identified in Task 3. The subsurface utility survey will consist of the following:

- Perform records research and acquire available existing utility records within the project limits. This will include contacting the applicable One Call agency and associated utility owners/municipalities to request records and reviewing available utility record information obtained.
- Conduct in-field utility designating with the objective of finding and mapping the horizontal location of existing utilities within the defined survey limits, including but not limited to potable water, reclaimed water, chilled water, natural gas/crude oil/refined product pipelines, communication duct banks, fiber optic, cable television, telephone, traffic signal cables, street lighting, TxDOT CTMS cables, and electric.
- Wastewater and storm drain facilities will be inverted at manholes and will be depicted as SUE Quality Level C.
- Attempt to designate utility service lanes. However, because these lines are often non-conductive and not shown on records, the Consultant cannot guarantee service lines will be located.
- Attempt to provide electronic depth readings calculated by geophysical equipment. If electronic depth readings can be obtained, they will be provided every 25 feet. However, due to the inconsistency with electronic depth readings, the Consultant cannot guarantee the accuracy of this information. Data will be provided for informational purposes only.
- Locating and researching private service lines, irrigation lines, overhead utilities, and detailed vault investigations are specifically excluded from this scope of work.

4.2 The Consultant will collect up to four (4) Quality Level A SUE test holes at locations to be determined by the Consultant following a review of the Quality Level B SUE information. The Consultant has made the following assumptions related to Quality Level A test hole excavations:

- The Consultant will collect up to two (2) test holes at depths between 0-5 feet, up to one (1) test hole at a depth between 5-8 feet, and up to one (1) test hole at a depth between 8-13 feet.
- All test hole locations will be outside of the pavement and behind the back of curb.
- All test holes will be accessible to truck/trailer-mounted vacuum excavation equipment and will not require improvements to access test hole locations (clearing, grading, mat installation, etc.).
- A right-of-way permit will be required from the City of Hutto.
- Designed traffic control plans will not be required.
- Traffic control measures will not be required.
- Pavement coring/repair will not be required.
- The following items are specifically excluded from this scope of work: flowable fill for backfill of test holes, full-section pavement repair (including sidewalks), excavation in rock or to a depth greater than eighteen (18) feet.
- Due to the risk of damage, the Consultant will not attempt to probe or excavate test holes on AC water lines unless approval is obtained from the utility owner in advance.

Task 4 Deliverables:

- A utility file in CAD format depicting all SUE data documented for the project.
- A summary sheet of all test hole coordinate data and depth information.

- 8.5” x 11” test hole data forms for all test hole locations completed.
- 11” x 17” SUE plan sheets depicting all SUE data documented on the project.
- A utility report containing metadata (e.g. scope of work, work limits, dates of performance, survey control, etc.), information about the utility investigation not otherwise conveyed in other project deliverables, and recommendations to address deficiencies.

Task 5 – Traffic Signal Design

5.1 The Consultant will prepare plans, specifications, and estimates (PS&E) for installation of a 4-approach traffic signal at the intersection of Ed Schmidt Boulevard & Emory Farms Avenue / Live Oak Street, incorporating the design of the City’s Live Oak Extension project previously prepared by others. The Consultant will prepare the following as part of the PS&E package:

5.1.1 Title Sheet, Index of Sheets, and Project Layout sheet

5.1.2 General Notes

5.1.3 Existing Conditions Layout sheet to show locations of existing improvements, traffic control devices, underground/overhead utilities, and notations as to which existing improvements are to be removed incidental to the traffic signal construction (1” = 40’ scale).

5.1.4 Proposed Traffic Signal Layout sheet to show the locations of signal poles, pedestal poles, signal heads, push buttons, signal cabinet, electrical service, conduits, ground boxes, detection equipment, and wireless communication equipment (1” = 40’ scale).

5.1.5 Proposed Pedestrian Curb Ramp Layout sheet to show the locations of curb ramps, sidewalks, and detectable warning surfaces. (1” = 20’ scale).

5.1.6 Traffic Signal Elevation Views sheet showing placement of signal heads, detection equipment, and street name signs on mast arms, horizontal offset dimensions, and minimum vertical clearances.

5.1.7 Conduit and Electrical Details sheet showing the type, size, and number of conduits and electrical wires underground, inside poles, inside mast arms, and inside controller cabinet, cable termination tables, and electrical service data summary table.

5.1.8 Load Switch Configuration Layout sheet showing controller cabinet load switch assignments for each vehicle and pedestrian phase (1” = 40’ scale).

5.1.9 Detection Zone Layout sheet showing the size, location, and type of each vehicle detection zone. Presence & advance detection will be provided along Ed Schmidt Boulevard and presence detection only will be provided along Emory Farms Avenue / Live Oak Street (1” = 40’ scale).

5.1.10 Phasing, ring & barrier, and orientation diagrams.

5.1.11 Street name sign details developed using SignCAD software in accordance with TMUTCD, SHSD, and City of Hutto criteria.

5.1.12 Pedestrian push button details with APS message information table.

5.1.13 Signing & Pavement Marking Layout sheet to show modifications to existing signs & pavement markings that are required to change the intersection operation from stop-controlled to signalized (ex: stop bars, crosswalks, etc.) (1" = 60' scale).

5.1.14 City of Hutto and/or TxDOT standard details as appropriate.

5.2 The Consultant will conduct one (1) field meeting with the local electric service provider to determine location of new electrical service.

5.3 The Consultant will submit milestone deliverables for City of Hutto review at the 60%, 90%, and 100% stages of completeness.

5.4 The Consultant will prepare a list of pay items, specifications, and estimated construction quantities required to build the proposed traffic signal infrastructure.

5.5 The Consultant will prepare an opinion of probable construction costs (OPCC) to accompany the 60%, 90%, and 100% PS&E submittals.

- The Consultant has no control over the cost of labor, materials, equipment, or over the Contactor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable construction costs provided are based on the information known to the Consultant at the time of the estimate and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable construction costs.

5.6 The Consultant will prepare traffic signal timing plans for the proposed traffic signal. The signal timing plans will be based on a fully actuated ("free"), non-coordinated signal operation and will consist of the following:

5.6.1 The Consultant will prepare a time-of-day schedule for weekdays and weekends.

5.6.2 The Consultant will calculate vehicle clearance intervals (yellow, all red) for each vehicle movement.

5.6.3 The Consultant will calculate pedestrian intervals (walk, flashing don't walk) for each pedestrian movement.

5.6.4 The Consultant will calculate phase timings (minimum green, maximum green) for each vehicle movement.

5.6.5 The Consultant will prepare timing tables and incorporate them into the plans.

Task 5 Deliverables:

- 60%, 90%, and 100% PS&E packages consisting of plans, OPCC, CAD files, and traffic signal timing plans.

Task 6 – Permitting

6.1 The Consultant will submit the proposed construction drawings to the City's permitting portal.

6.2 The Consultant will respond to up to three (3) rounds of City's permitting review comments and will prepare a comment response letter to address all City comments.

Task 6 Deliverables:

- Comment response letter(s).

Task 7 – Utility Coordination

7.1 The Consultant will establish a point of contact for each identified utility owner in the project area and retain contact information for the Client. The Consultant assumes five (5) total utility owners in the project limits.

7.2 The Consultant will send project notice to utility owners including project location map and general design footprint.

7.3 The Consultant will host up to one (1) group utility coordination meeting (web-based) based on preliminary design data to inform utility owners of plans and schedules and to facilitate coordination between utility owners.

7.4 The Consultant will host recurring individual utility coordination meetings/phone calls with utility owners to review schedule, cost, conflicts, and track progress (assume ten (10)) web-based meetings/phone calls).

7.5 The Consultant will produce and send relocation notices as required to utility owners requiring relocation.

7.6 The Consultant will review SUE survey data to evaluate existing facilities and confirm utility locations based on utility owner coordination.

7.7 The Consultant will conduct up to one (1) site visit to evaluate constraints with proposed improvements.

7.8 The Consultant will prepare a utility conflict matrix and identify utilities in conflict with proposed improvements.

7.9 The Consultant will prepare one (1) combined utility conflict exhibit.

7.10 The Consultant will review utility relocation plans for conformity with proposed traffic signal plans. Utility relocations are to be designed and produced by others.

7.11 The Consultant will conduct up to one (1) site visit to verify relocations completed according to plans. Verification is limited to visual observations.

The Consultant has made the following assumptions in preparing the scope of work for this task:

- Right of entry will not be required or will be secured by others.
- Reimbursement agreements will not be required or will be prepared by others.
- No transmission facilities will require relocation.
- Relocated utilities will not be surveyed and/or added to base CAD files.
- All relocation designs will be performed by the utility owners or others.

Task 7 Deliverables:

- Log of utility owner contact information.
- Project notice sent to utility owners.
- Host utility coordination meetings as described above.
- Utility relocation notices as required.
- Site visits as described above.
- Utility conflict matrix.
- Utility conflict exhibit.

Task 8 – Bid Phase Services

8.1 The Consultant will prepare and assemble the Project Manual based on City's standard front-end bid documents, and both City's and TxDOT's standard specifications, special specifications, and special provisions.

8.2 The Consultant will attend up to one (1) pre-bid meeting.

8.3 The Consultant will review and provide written responses to prospective bidder's and supplier's questions.

8.4 The Consultant will review and evaluate unit prices from all bids received for traffic signal infrastructure.

8.5 The Consultant will prepare an award recommendation letter after reviewing all prospective bids.

Task 8 Deliverables:

- Project manual
- Attendance at pre-bid meeting
- Award recommendation letter

Task 9 – Construction Phase Services

9.1 The Consultant will attend up to one (1) pre-construction meeting with the City and/or Contractor.

9.2 The Consultant will attend up to one (1) field review meeting with City and/or Contractor to observe interim construction progress.

9.3 The Consultant will attend up to one (1) field review meeting with City and/or Contractor to develop a final punch list to be addressed by the Contractor prior to project completion.

9.4 The Consultant will review shop drawings and samples and other data which contractor is required to submit for conformance with the information given in the contract documents. The Consultant will review up to twelve (12) contractor submittals.

9.5 The Consultant will respond to reasonable and appropriate contractor requests for information (RFIs) and issue necessary clarifications and interpretations of the contract documents as appropriate. Any orders authorizing variations from the contract documents will be made by the City. The Consultant will respond to up to four (4) RFIs.

9.6 The Consultant will provide minor revisions to plans to address differing site conditions, third party accommodation, or other City directed changes. Revisions to plans will include revision clouds around any changes, descriptions and quantity of changes, and CAD files. The Consultant will provide up to one (1) minor plan revision.

9.7 The Consultant will prepare record drawings based on redlines provided by City and/or Contractor.

9.8 The Consultant will prepare an engineer's concurrence letter recommending acceptance of the work after all punch list items have been corrected.

9.9 The Consultant will review contractors pay applications for degree of completion of work.

The Consultant shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor or the safety precautions and programs incidental to the work of the Contractor. The Consultant shall not guarantee the performance of the contractor nor be responsible for the acts, errors, omissions, or the failure of the contractor to perform the construction work in accordance with the contract documents.

Task 9 Deliverables:

- Attend meetings as described above
- Review and respond to documents and requests for information as described above
- Record drawings.
- Engineer's concurrence letter.

Task 10 – TDLR Registration and Inspection

10.1 The Consultant will evaluate the project for compliance with Chapter 469 of the Texas Government Code, State of Texas Architectural Barriers Act, and TDLR Administrative Rule 68.102. The evaluation will consist of registering the project with TDLR, perform plan review of the project construction documents, and perform the final inspection of the project upon completion.

Task 10 Deliverables:

- Proof of project registration via the TDLR Proof of Registration sheet.
- Plan Review Report detailing the non-compliant findings of the project in the construction documents.

- Inspection Report detailing the findings of the final inspection of the build project.

Additional Services

Any services not specifically provided for in the above scope will be considered additional services and can be provided at the Consultant's then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Preparation of plans for a 3-approach or temporary/interim traffic signal.
- Preparing conduit bore profiles for traffic signal infrastructure.
- Obtaining any other permits not specifically identified above.
- Design services for infrastructure elements beyond what is stated in the scope (ex: roadway design, driveway design, drainage design, structural design, utility design, etc.).
- Illumination design except for intersection safety lighting mounted on top of signal poles.
- Intersection traffic analysis, sight distance evaluations, or any other traffic studies not specifically identified above.
- In-the-field programming or fine-tuning of the traffic signal controller/traffic signal timing plans.
- Fiber optic communication design.
- Preparation of ROW or easement exhibits.
- Geotechnical engineering.
- Attendance at public hearings or meetings.
- Additional analyses or major re-works required because of City comments that are inconsistent with the Consultant's original direction.
- Additional meetings other than those specifically identified above.

This list is included not only to clarify what is included in the scope of services, but to make the City aware of other project needs that could be met by the Consultant, if requested and authorized.

The Consultant will not offer construction engineering, inspection, material testing, or contractor invoicing services as part of this project.

ID	Task Mode	Task Name	Duration	Start	Finish
1		**Ed Schmidt & Live Oak Traffic Signal**	**395 days**	**Mon 7/20/26**	**Fri 1/21/28**
2		Notice to Proceed	0 days	Mon 7/20/26	Mon 7/20/26
3		**Traffic Signal Warrant Study**	**40 days**	**Mon 9/7/26**	**Fri 10/30/26**
4		Traffic Count Collection	10 days	Mon 9/7/26	Fri 9/18/26
5		Prepare Draft Warrant Study Report	10 days	Mon 9/21/26	Fri 10/2/26
6		City Review	5 days	Mon 10/5/26	Fri 10/9/26
7		Prepare Final Warrant Study Report	10 days	Mon 10/12/26	Fri 10/23/26
8		City Review	5 days	Mon 10/26/26	Fri 10/30/26
9		**Traffic Signal Design**	**135 days**	**Mon 7/20/26**	**Fri 1/22/27**
10		SUE (Mobilization)	5 days	Mon 7/20/26	Fri 7/24/26
11		SUE (Field Work)	5 days	Mon 7/27/26	Fri 7/31/26
12		Survey (Field & Office Work)	20 days	Mon 8/3/26	Fri 8/28/26
13		SUE (Office Work)	15 days	Mon 8/31/26	Fri 9/18/26
14		Prepare 60% PS&E	30 days	Mon 9/21/26	Fri 10/30/26
15		City Review (Engineering)	5 days	Mon 11/2/26	Fri 11/6/26
16		Prepare 90% PS&E	15 days	Mon 11/9/26	Fri 11/27/26
17		City Review (Engineering & Permitting)	5 days	Mon 11/30/26	Fri 12/4/26
18		Prepare 100% PS&E	15 days	Mon 12/7/26	Fri 12/25/26
19		City Review (Engineering & Permitting)	5 days	Mon 12/28/26	Fri 1/1/27
20		Address Final Permitting Comments	10 days	Mon 1/4/27	Fri 1/15/27
21		City Review (Permitting)	5 days	Mon 1/18/27	Fri 1/22/27
22		**Bid Phase**	70 days	Mon 1/25/27	Fri 4/30/27
23		**Construction Phase**	**190 days**	**Mon 5/3/27**	**Fri 1/21/28**
24		Material Procurement & Construction	190 days	Mon 5/3/27	Fri 1/21/28

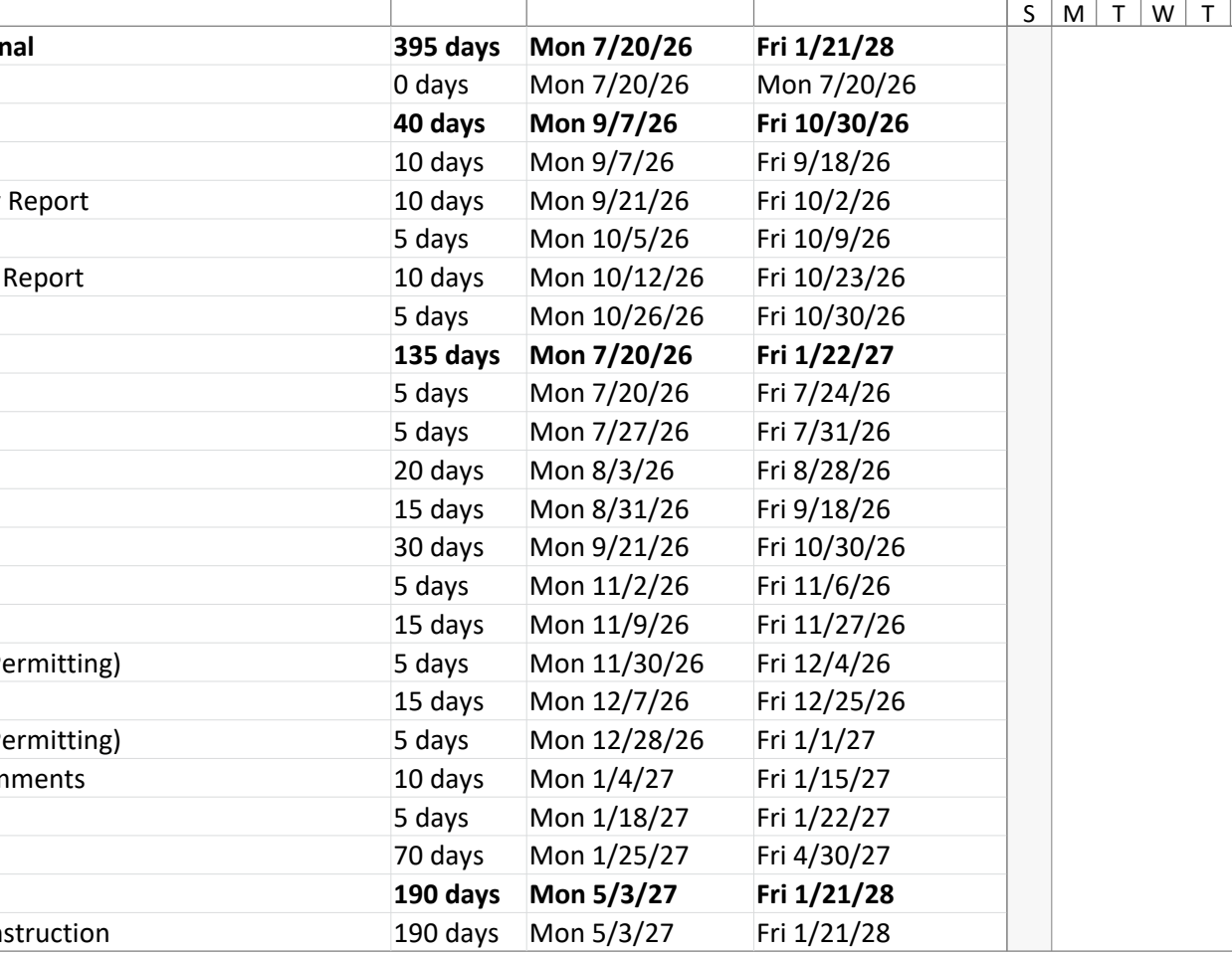


EXHIBIT 3 - Fee Schedule

Project Name: **Ed Schmidt & Live Oak Traffic Signal**
Prepared By: **Kimley-Horn and Associates, Inc.**

Task # Subtask Number	Task Name Subtask Name/Description	Assumptions	Senior Prof I	Prof	Analyst	Admin	Labor Total (hours)	Subconsultants (Cost) Baird, Hampton & Brown	The Rios Group	Quality Counts	Altura Solutions
			$355.00	$275.00	$235.00	$155.00					
1	**Project Management**										
1.1	Maintain project records, budget, and communications	18 months		9			9				
1.2	Prepare monthly invoices and progress reports	18 months		9		18	27				
1.3	Conduct monthly status calls	18 months @ 1/month		18			18				
	Task Total (Hours)		0	36	0	18	54				
	Task Total (Dollars)		**$0.00**	**$9,900.00**	**$0.00**	**$2,790.00**	**$12,690.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
2	**Traffic Signal Warrant Study**										
2.1	Traffic Signal Warrant Study										
2.1.1	Collect existing lane geometries, traffic control devices, and speed limits				2		2				
2.1.2	Compile developer TIAs			1	2		3				
2.1.3	Collect 14-hour intersection turning movement counts				1		1			$850.00	
2.1.4	Develop projected opening year traffic volumes		1	6	10		17				
2.1.5	Compile historical crash data			1	4		5				
2.1.6	Evaluate TMUTCD signal warrants for opening year		1	4	12		17				
2.1.7	Prepare memorandum (draft and final)		1	4	12		17				
	Task Total (Hours)		3	16	43	0	62				
	Task Total (Dollars)		**$1,065.00**	**$4,400.00**	**$10,105.00**	**$0.00**	**$15,570.00**	**$0.00**	**$0.00**	**$850.00**	**$0.00**
3	**Topographic Survey**										
3.1	Topographic Survey		2	4	14		20	$3,500.00			
	Task Total (Hours)		2	4	14	0	20				
	Task Total (Dollars)		**$710.00**	**$1,100.00**	**$3,290.00**	**$0.00**	**$5,100.00**	**$3,500.00**	**$0.00**	**$0.00**	**$0.00**
4	**Subsurface Utility Engineering**										
4.1	SUE Quality Level B			2	2				$9,043.01		
4.2	SUE Quality Level A			2	2				$7,290.00		
	Task Total (Hours)		0	4	4	0	0				
	Task Total (Dollars)		**$0.00**	**$1,100.00**	**$940.00**	**$0.00**	**$2,040.00**	**$0.00**	**$16,333.01**	**$0.00**	**$0.00**
5	**Traffic Signal Design**										
5.1	Traffic Signal PS&E Preparation										
5.1.1	Title Sheet, Index of Sheets, and Project Layout Sheet			1	4		5				
5.1.2	General Notes			1	2		3				
5.1.3	Existing Conditions Layout Sheet		1	4	12		17				
5.1.4	Proposed Traffic Signal Layout Sheet		2	6	12		20				
5.1.5	Proposed Pedestrian Curb Ramp Layout Sheet		2	6	12		20				
5.1.6	Traffic Signal Elevation Views Sheet		1	4	12		17				
5.1.7	Conduit and Electrical Details Sheet		2	6	12		20				
5.1.8	Load Switch Configuration Layout Sheet		1	2	6		9				
5.1.9	Detection Zone Layout Sheet		1	2	6		9				
5.1.10	Phasing, Ring & Barrier, and Orientation Diagrams		1	1	3		5				
5.1.11	Street Name Sign Details			1	3		4				
5.1.12	Push Button Details and APS Message Information Table			1	2		3				
5.1.13	Signing & Pavement Marking Layout Sheet		1	4	12		17				
5.1.14	City of Hutto and/or TxDOT Standard Details			1	3		4				
5.2	Field meeting and coordination with electric service provider			3			3				
5.3	Preapre and submit milestone packages		2	3	6		11				
5.4	Prepare list of pay items, specifications, and estimated construction quantities		1	3	6		10				
5.5	Prepare OPCCs (60%, 90%, 100%)		1	3	6		10				
5.6	Prepare traffic signal timing plans										
5.6.1	Prepare time-of-day schedule		1		4		5				
5.6.2	Calculate vehicle clearance intervals		1		4		5				
5.6.3	Calculate pedestrian intervals		1		4		5				
5.6.4	Calculate phase timings		1		6		7				
5.6.5	Prepare timing tables		1		4		5				
	Task Total (Hours)		21	52	141	0	214				
	Task Total (Dollars)		**$7,455.00**	**$14,300.00**	**$33,135.00**	**$0.00**	**$54,890.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
6	**Permitting**										
6.1	Submit drawings to permitting portal			2	4		6				
6.2	Respond to city permitting comments; prepare comment response letters			4	12		16				
	Task Total (Hours)		0	6	16	0	22				
	Task Total (Dollars)		**$0.00**	**$1,650.00**	**$3,760.00**	**$0.00**	**$5,410.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
7	**Utility Coordination**										
7.1	Establish pont of contact with each utility owner				2		2				
7.2	Product and send project notices			1	1		2				

EXHIBIT 3 - Fee Schedule

Project Name: **Ed Schmidt & Live Oak Traffic Signal**
Prepared By: **Kimley-Horn and Associates, Inc.**

Task # Subtask Number	Task Name Subtask Name/Description	Assumptions	Senior Prof I	Prof	Analyst	Admin	Labor Total (hours)	Subconsultants (Cost) Baird, Hampton & Brown	The Rios Group	Quality Counts	Altura Solutions
			$355.00	$275.00	$235.00	$155.00					
7.3	Conduct group utility coordination kickoff meeting		1	1	2		4				
7.4	Conduct individual meetings/calls with utility owners	10 meetings		1	6		7				
7.5	Prepare and send utility relocation notices			1	4		5				
7.6	Review SUE data compared to utility owner feedback			1	2		3				
7.7	Conduct one (1) site visit			3	4		7				
7.8	Prepare utility conflict matrix			1	4		5				
7.9	Prepare utility conflict exhibit			1	2		3				
7.10	Review utility relocation plans		1		2		3				
7.11	Verify utility relocation progress			3	4		7				
	Task Total (Hours)		2	13	33	0	48				
	Task Total (Dollars)		**$710.00**	**$3,575.00**	**$7,755.00**	**$0.00**	**$12,040.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
8	**Bid Phase Services**										
8.1	Assemble project manual		1	4	12		17				
8.2	Attend pre-bid meeting			2			2				
8.3	Provide written responses to prospective bidders			4	2		6				
8.4	Review and evaluate unit prices from all bids received		1	2	4		7				
8.5	Prepare award recommendation letter			1	1		2				
	Task Total (Hours)		2	13	19	0	34				
	Task Total (Dollars)		**$710.00**	**$3,575.00**	**$4,465.00**	**$0.00**	**$8,750.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
9	**Construction Phase Services**										
9.1	Pre-construction meeting			2			2				
9.2	Interim field review meeting			3			3				
9.3	Punch list walkthrough meeting			3			3				
9.4	Review shop drawings		2	12			14				
9.5	Respond to RFIs		1	4	4		9				
9.6	Prepare minor plan revisions		1	2	6		9				
9.7	Prepare record drawings			2	4		6				
9.8	Prepare engineer's concurrence letter			2	1		3				
9.9	Review contractor pay applications			4			4				
	Task Total (Hours)		4	34	15	0	53				
	Task Total (Dollars)		**$1,420.00**	**$9,350.00**	**$3,525.00**	**$0.00**	**$14,295.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
10	**TDLR Registration and Inspection**										
10.1	TDLR Registration and Inspection			2			2				$3,600.00
	Task Total (Hours)		0	2	0	0	2				
	Task Total (Dollars)		**$0.00**	**$550.00**	**$0.00**	**$0.00**	**$550.00**	**$0.00**	**$0.00**	**$0.00**	**$3,600.00**
	SUBTOTALS						**$131,335.00**	**$3,500.00**	**$16,333.01**	**$850.00**	**$3,600.00**
	PROJECT TOTAL						**$155,618.01**				

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:
2026-1501566

Date Filed:
08/12/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Kimley-Horn and Associates, Inc.
Austin, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
20260812
Traffic Signal Design for Live Oak and Ed Schmidt

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Flanagan, Tammy	Austin, TX United States	X	
Keil, Ashley	Austin, TX United States	X	
McEntee, David	Austin, TX United States	X	
Mutti, Brent	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is [redacted].

My address is 10814 Jollyville Rd., Campus IV, Suite 200, Austin (city), TX (state), 78759 (zip code), USA (country).

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

Executed in Austin County, State of Texas, on the 12th day of August (month), 20 26 (year).

Santiago A. Aragon Rojas

Signature of authorized agent of contracting business entity
(Declarant)

AGENDA ITEM REPORT
8.2.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2026-167 approving Supplemental No. 1 with Cobb, Fendley, & Associates, Inc. (DBA CobbFendley) for Utility Coordination services in the amount of $12,460 for the Alliance Boulevard project (CIP T21-2025). (Kate Moriarty)
Meeting:	Thursday, August 20, 2026
Department:	Engineering /
Staff Contact:	Kate Moriarty

ITEM SUMMARY:

On November 7, 2024 City Council approved a Master Services agreement with Cobb-Fendley and Associates as a Surveying and Subsurface Utility Engineering Rotation List consultant.

The original scope of services provided by Cobb, Fendley, & Associates, Inc. (CFA) was for subsurface utility engineering (SUE) and this proposal is for utility coordination and SUE.

Freese & Nichols (FNI) as the lead design consultant, completed the 30% design for the Alliance Blvd. project and have identified a few conflicts that require Utility Coordination (UC) to be added to the project scope. The City has coordinated with CFA as a sub-consultant who originally provided SUE services to provide UC services in order to support the design adjustments to accommodate these utilities.

City Council has requested an expedited schedule for delivery of the proposed roadway improvements along Alliance Blvd. to reconstruct a segment of Alliance Blvd. starting at Schneider Blvd./Emory Farms Ave. and ending at US 79 for a total length of approximately 0.57 miles. The project will propose a Collector section based on the City's standard cross-section, customized for site-specific conditions and industrial land uses.

On February 6, 2025, City Council approved Cobb-Fendley & Associates, Inc. to perform surveying services.

Additionally, due to constraints on staying within the right-of-way, the following utility relocation and test holes were required, and the items below were taken into consideration.

- 720' of gas under new pavement
- 1 fiber crossing under existing & proposed pavement
- 1 fiber box
- 4-5 power poles

Supplemental Request

AGENDA ITEM REPORT
8.2.

The City is advancing the Alliance Boulevard Roadway Improvements Project toward construction and must complete supplemental utility coordination services to resolve remaining utility conflicts identified at the 100% design phase. Several utilities—Atmos, Brightspeed, Charter-Spectrum, Enterprise Products, Oncor Electric, and Ubiquity—continue to have facilities within the roadway improvement limits that require additional coordination to prevent conflicts during construction.

The proposed scope of services provides project management and focused utility coordination efforts over an anticipated seven-month period. The consultant will attend monthly design team meetings led by the General Engineering Consultant (GEC), perform weekly or bi-weekly follow-ups with each utility on design revisions and permitting status, review relocation designs for compliance with City and Texas Department of Transportation TxDOT requirements, and prepare a Letter of No Objection for utilities authorized to remain in place. These services will ensure timely progress of utility relocation activities and reduce the potential for construction impacts or delays.

Reimbursable expenses will be invoiced in accordance with the City's Professional Services Agreement. Several items are excluded from this scope, including Jonah Special Utility District (SUD) coordination, earlier design-phase services, utility agreements, coordination with new utilities placed during design, and construction-phase support; these items would require future fee negotiations if needed.

Approval of this agenda item authorizes the supplemental scope of services necessary to complete utility coordination for the Alliance Boulevard Roadway Improvements Project.

FISCAL NOTES:

Funding for this project is included in the Series 2022 GO as recorded as follows:

Series 2022 GO (12)
Account Number: 12-040-060-6741
Account Name: T21- Alliance Expansion
Amended Budget Amount: $103,725
Amount Available: $12,460
Requested Amount: $12,460
Amount Remaining: $0

ATTACHMENTS:

1. T21_Alliance Blvd Extension Project_map
2. 2026.08.11 Res Alliance CobbFendley Supp#1_Rev
3. FINAL Hutto Template - PSA_9.3.2025 (1)_Alliance Blvd_CF072126_Rev
4. T21-2025_Alliance Blvd_Schedule
5. COI - City of Hutto, TX (T21-2025, Alliance Blvd.)
6. Form 1295_City of Hutto_(T21-2025, Alliance Blvd)_Redacted

AGENDA ITEM REPORT
8.2.

T21-2025 Alliance Expansion

RESOLUTION NO. R-2026-###

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING SUPPLEMENTAL REQUEST NO. 1 WITH COBB, FENDLEY & ASSOCIATES, INC., IN THE AMOUNT OF $12,460 FOR THE UTILITY COORDINATION SERVICES FOR THE ALLIANCE BOULEVARD PROJECT (CIP T21-2025); AUTHORIZING THE CITY MANAGER TO EXECUTE SUPPLEMENTAL ORDER REQUEST NO. 1; PROVIDING PROPER NOTICE & MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to approve supplemental request No. 1, between the City of Hutto and Cobb, Fendley & Associates, Inc, in the amount of $12,460 for the utility coordination services for the Alliance Boulevard project (CIP T21-2025); and

WHEREAS, the City Council desires to authorize the City Manager to execute Supplemental Request No.1, 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 Supplemental Order No. 1 with Cobb Fendley & Associates Inc., 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 20th day of August, 2026, on a vote of ____ AYES; _____ NAYS; and _____ ABSTENTIONS.

CITY OF HUTTO, TEXAS:

_____
Mike Snyder, Mayor

ATTEST:

_____
Laura Hallmark, City Secretary

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

CITY OF HUTTO

INDIVIDUAL PROJECT ORDER FOR THE UTILITY COORDINATION SERVICES OF ALLIANCE BLVD PROJECT

SUPPLEMENTAL NO.1 (T21-2025)

This Agreement is made and entered into in Hutto, Williamson County, Texas, between City of Hutto, a Municipal Corporation in the State of Texas (hereafter referred to as "City") and

Cobb, Fendley & Associates, Inc.

4424 W Sam Houston Pkwy N, Ste 600

Houston, TX 77041

(hereafter referred to as "Consultant"), said Agreement being executed by City pursuant to City Charter, Ordinances and Resolutions of the Hutto City Council, and by Consultant for **CIVIL ENGINEERING DESIGN SERVICES** set forth herein in connection with the above designated Project for City.

ARTICLE I DEFINITIONS;
INTERPRETIVE

As used in this Agreement, the following terms shall have meanings as set out below:

1.1 “Application for Compensation” means written form for a request from Consultant to be paid for completed work.

1.2 "City" means City of Hutto, Texas.

1.3 “Compensation” means amounts paid for services under this Agreement.

1.4 "Consultant" means Cobb, Fendley & Associates, Inc. and its officers, partners, employees, agents and representatives, and all Sub-Consultants, if any, as well as all other persons or entities for which Consultant legally is responsible.

1.5 "Director" means the Hutto City Manager or his/her designee.

1.6 "Owner Designated Representative (ODR)” means person designated by City to act for City.

1.7 "Plans and Specifications" means the construction documents.

1.8 "Project" means the specific Engineering Services work for which services are negotiated and executed by both Parties.

1.9 "Proposal" means Consultant's Proposal to provide services for this Project.

1.10 “Proposed Task Order Request” means a request to Consultant to submit a Proposal for a specific Project as further defined herein.

1.11 “AMSA” means the Austin Metropolitan Service Area or Relevant Marketplace, which collectively is comprised of Travis County and the five (5) surrounding counties of Burnet, Williamson, Bastrop, Caldwell, and Hays.

ARTICLE II
COMPENSATION

2.1 The Compensation for all services included in this Agreement and in the Scope of Services for this Agreement shall not exceed **SIXTY-SEVEN THOUSAND, NINE HUNDRED SIXTY-SEVEN DOLLARS, AND FIFTY CENTS, ($67,967.50).** The amount to be paid to Consultant, including authorized adjustments, is the total amount payable by City to Consultant for performance of the Services under this Agreement. It is agreed and understood that such amount will constitute full compensation to Consultant for Services included in the Scope of Services and shall meet all applicable requirements of City's Design Guidelines. All City compensation obligations to Consultant are subject to appropriation of funds by City Council.

2.2 **Reimbursable Expenses**. City's non-allowable reimbursement list. Only when and only to the extent that any such may be authorized by City in writing, the Consultant shall be entitled to reimbursement at actual incurred cost for services and related expenses for the following items, and for no other expenses:

2.2.1 Travel outside AMSA only if approved in writing by City prior to such travel. Reimbursement for travel costs will be limited to costs directly associated with Consultant's performance of Service under the Agreement. Travel costs are limited to the applicable mileage and per diem rates set annually by the Federal Government's General Services Administration. Consultant shall provide detailed receipts for all reimbursable charges. Travel expenses, if any, shall be negotiated with each Task Order issued. City does not pay for Consultant's travel within AMSA.

2.2.2 Mailing, courier services and copies of documents requested by City in writing in excess of the copies to be provided under Article IV of this Agreement. These costs, if any, shall not exceed the amount noted in Article IV herein, without further prior written approval of City. Consultant shall bear these costs. Except to the extent so approved.

2.2.3 Preparation, production, reproduction, and transmittal (except as provided in paragraph 2.2.2) of graphics, physical models, presentation boards requested by City in writing in excess of the hard copies to be provided under Article IV of this Agreement. These costs shall not exceed the amount noted in Article IV herein without prior written approval of City. Consultant shall bear these costs unless agreed to, except to the extent so approved.

2.2.4 City does not allow a markup on any of the above reimbursable items and only will reimburse approved hard costs incurred.

2.2.5 As an exception to the method for notice provided in Article XXIV, writings described in paragraph 2.2 may be transmitted via electronic mail to the parties' respective email addresses to be designated in an applicable Task Order.

2.2.6 Such other reimbursable services and/or expenses as may be expressly provided as being reimbursable in Individual Task Orders but only for the specific Project authorized by any such Task Order. Any such authorization shall not establish precedent, course of dealing, or other implied authorization for reimbursable items for any other Project.

Sub-Consultant Work. City will not pay a markup to Consultant for Sub-Consultant work.

ARTICLE III METHOD OF PAYMENT

3.1 Payments to Consultant shall be in the amount shown on the invoices and its supporting documentation submitted for work, including any materials, services and expenses, satisfactory to the City, and shall be subject to City's approval. All services shall be performed in accordance with the professional standard of care set forth in **Section 20.1** herein and to City's satisfaction, which satisfaction shall be judged by the Director in his/her reasonable discretion, and City shall not be liable for any payment under this Agreement for services which are not in conformance with the standard of care and which previously have not been approved by the Director. The final payment due hereunder will not be paid until all reports, data and documents have been submitted, received, accepted and approved by City.

3.1.1 Payment may be made based solely on the units of services completed and approved by City and the associated unit price for such service, as may be described in Compensation for Additional Professional Services (attached hereto, incorporated by reference herein and labeled as "**Exhibit 1"**).

3.1.2 Monthly payments for services performed in the various additional services will be reviewed by Director upon Consultant entering itemized invoices, with all required back-up, within the Portal. The invoice shall indicate the value of the additional services performed to date.

3.2 Consultant shall, within ten (10) days following receipt of Compensation from City, pay all bills for services performed and furnished by Sub-Consultants, in connection with the Project and the performance of the work, and shall provide City with evidence of such payment. Consultant's failure to make payments within such time shall constitute a material breach of this Agreement, unless Consultant is able to demonstrate to City bona fide disputes associated with the unpaid Sub-Consultant and its services. Consultant shall include a provision in each of its sub-agreements imposing the same payment obligations on the Sub-Consultants as are applicable to Consultant hereunder, and shall require Sub-Consultants to provide confirmation to City of receipt of payments. If Consultant has failed to make payment promptly to the Sub- Consultant for the Services for which City has made payment to Consultant, City shall be entitled to withhold payment to Consultant to the extent necessary to protect City except in the event of a valid dispute between Consultant and that Sub-Consultant.

3.3 Consultant represents that title to all Services covered by an Application for Payment will pass to City no later than the time of payment. Consultant further warrants that, upon submittal of an Application for Compensation, all Services for which Applications for Compensation have been previously issued and payments received from City shall, to the best of Consultant's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrance in favor of Consultant or other persons or entities making a claim by reason of having provided labor or services relating to this Agreement. Consultant may submit a request for Partial Compensation prior to the completion of services. A request for Partial Compensation must be accompanied by a progress report detailing the Services performed. Any partial payment made shall be in proportion to the Services performed, as reflected in the progress report and approved by the Director and at City's sole discretion. Compensation also may be made based solely on the tasks and services completed and approved by City and the associated unit price for each Service/Project, as may be described in fee schedule and/or hourly rates included in "**Exhibit 1"** hereto.

3.4 Project Close Out and Final Payment:

3.4.1 Final billing shall indicate "Final Bill - no additional compensation is due to Consultant".

3.4.2 City may withhold compensation to such extent as may be necessary, in City's reasonable opinion, to protect City from damage or loss for which Consultant is responsible, because of:

3.4.2.1 delays in the performance of Consultant's work, unless delays are caused by reasons beyond the reasonable control of Consultant;

3.4.2.2 third-party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to City is provided by Consultant;

3.4.2.3 failure of Consultant to make payments properly to Sub-Consultants or vendors for labor, materials or equipment after Consultant has been paid in accordance with this Agreement;

3.4.2.4 reasonable evidence that Consultant's work cannot be completed for the amount unpaid under this Agreement;

3.4.2.5 damage to City; or

3.4.2.6 persistent failure by Consultant to carry out the performance of its services in accordance with this Agreement, subject to the professional standard of care set forth in **Section 20.1** herein.

3.4.3 When the above reasons for withholding are removed or remedied by Consultant, compensation of the amount withheld will be made within a reasonable time. City shall not be deemed in default by reason of withholding compensation as provided for in this **Article III**.

3.4.3.1 In the event of any dispute(s) between the parties, regarding the amount properly compensable for any Phase or as final compensation, or regarding any amount that may be withheld by City, Consultant shall be required to make a claim pursuant to and in accordance with the terms of this Agreement and follow the procedures provided herein for the resolution of such dispute. In the event Consultant does not initiate and follow the claims procedures provided in this Agreement in a timely manner and as required by the terms thereof, any such claim shall be waived.

3.4.3.2 City shall make final compensation of all sums due Consultant not more than thirty (30) days after Consultant's execution and delivery of a final Pay Application.

3.4.3.3 Request of final compensation by Consultant shall constitute a waiver of claims except those previously made in writing and identified by Consultant as unsettled at the time of final application for compensation.

3.4.3.4 Consultant agrees to maintain adequate books, payrolls and records satisfactory to City in connection with any and all Services performed hereunder. Consultant agrees to retain all such books, payrolls and records (including data stored in computer) for a period of not less than four (4) years after completion of Services. At all reasonable times, City and its duly authorized representatives shall have access to all personnel of Consultant and all such books, payrolls and records, and shall have the right to audit same.

ARTICLE IV
SCOPE OF SERVICES
[SUBJECT TO REVISION AS APPLICABLE]

4.1 Consultant agrees and acknowledged that City is entering into this Agreement in reliance on Consultant's represented expertise and special and unique abilities to provide the Services. Consultant covenants to use Consultant's professional effort, skill, judgment, and abilities in performing the Services, with the usual and customary standards of care, skill and diligence of Consultant's profession, consistent with accepted professional design practices for firms that provide professional design services for projects that are similar in size, scope, budget to the Project, and will utilize that skill and care in its efforts to comply with all Applicable Laws in effect at the time the Services are performed. Consultant shall be responsible for the cost of correcting any non-conforming Services that do not meet the professional standard of care set forth in **Section 20.1** herein.

4.2 Consultant shall allocate adequate time, personnel and resources as necessary to perform the Services. Consultant shall perform the Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project and in accordance with the standards set forth in Section 4.1.

4.3 Consultant shall comply with the standards of City's Design Guidance Manual throughout the duration of the subject Project and this Agreement, unless specifically and explicitly excluded from doing so in the approved Scope of Services attached hereto, incorporated by reference herein and labeled as "**Exhibit 3"** and as described in this **Article IV**.

4.4 Consultant shall adhere to the requirements of the design phases described in City's design Guidance Manual, to include performing the tasks and submitting deliverables as described therein, unless specifically and explicitly excluded in the approved Scope of Service in **"Exhibit 3"** hereto and as described in this **Article IV.**

4.5 Consultant acknowledges and accepts its responsibilities as defined and described in City's General Conditions, attached hereto, incorporated by reference herein and labeled as "**Exhibit 4"**.

4.6 Consultant shall provide all labor, equipment and transportation necessary to complete all services agreed to hereunder in a timely manner throughout the term of the Contract. Additionally, Consultant shall provide staff for regular, overtime, night, weekend and holiday service, as requested by City. Persons retained by Consultant to perform work pursuant to this Agreement shall be employees or subcontractors of Consultant.

4.7 Consultant shall not commence service on any Task Order authorized under this Agreement until being thoroughly briefed on the scope of the project and being notified in writing to proceed. Should the scope subsequently change, either Consultant or City may request a review of the anticipated services, with an appropriate adjustment in compensation.

4.8 Consultant, in consideration for the compensation herein described, shall render the professional services described in this **Section IV** necessary for the advancement of the Project through Substantial Completion to Final Completion.

4.9 Consultant shall perform its obligations under this Agreement in accordance with the Scope of Services outlined herein and in accordance with the Compensation for Additional Professional Services, attached and incorporated herein and labeled as **"Exhibit 3"**. The Scope of Services fully shall be described in Consultant's Proposal, as revised in accordance with negotiations with and approval by City for each authorized service task and as provided in this Agreement.

4.10 Compensation for Additional Professional Services, which includes pre-priced tasks and/or hourly rates, is described in **"Exhibit 1"** hereto.

ARTICLE V
TIME AND PERIOD OF SERVICE

5.1 The term of this Agreement shall commence upon its approval by the Hutto City Council and its execution by both parties.

5.2 Time is of critical importance for this Agreement. Consultant shall perform and complete its obligations for the services under **Article IV** herein in a prompt and continuous manner, so as to not delay the development of services and so as to not delay the construction of the work for the Project, in accordance with the schedules approved by City, as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. City will perform its obligations of review and approval in a prompt and continuous manner so as to not delay the project.

5.3 Consultant shall not be liable or responsible for any delays due to strikes, riots, acts of God, national emergency, acts of the public enemy, governmental restrictions, laws or regulations, or any other causes beyond Consultant's reasonable control. Within twenty-one (21) days from the occurrence of any event, for which time for performance by Consultant shall be significantly extended under this provision, Consultant shall give written notice thereof to City stating the reason for such extension and the actual or estimated time thereof. If City determines that Consultant is responsible for the need for extended time, City shall have the right to make a Claim as provided in this

Agreement.

5.4 This Agreement shall remain in force for a period which may reasonably be required for the design, award of the contract and the completion of the Project, including any extra work and any required extensions thereto, unless terminated, as provided for elsewhere in this Agreement.

ARTICLE VI
(RESERVED)

ARTICLE VII
COORDINATION WITH CITY

7.1 Consultant shall hold periodic conferences with City through the end of the Project. The Project shall have the full benefit of City's experience and knowledge of existing needs and facilities and be consistent with City's current policies and standards. To assist Consultant in this coordination, City shall make available, for Consultant's use in planning and designing the Project, all existing plans, maps, statistics, computations and other data in City's possession, relative to existing facilities and to this particular Project, at no cost to Consultant. However, any and all such information shall remain the property of City and shall be returned by Consultant to City upon termination or the completion of the Project or if instructed to do so by the Director.

7.2 The Director or his/her representative shall act on behalf of City, with respect to the services to be performed under this Agreement. The Director shall have complete authority to transmit instructions, receive information and interpret and define City's policies and decisions, with respect to materials, equipment, elements and systems pertinent to Consultant's services.

7.3 City promptly will give written notice to Consultant whenever City observes, discovers or otherwise becomes aware of any defect in Consultant's services, or any development that affects the scope or timing of Consultant's services.

7.4 Unless otherwise required by City, City shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and other such approvals and consents from others, as may be necessary, for the completion of the Project. Consultant will provide City reasonable assistance in connection with such approvals and permits, such as the furnishing of data compiled by Consultant pursuant to other provisions of the Agreement, but Consultant shall not be obligated to develop additional data, prepare extensive reports or appear at hearings or the like unless compensated therefore under other provisions of this Agreement.

ARTICLE VIII
REVISIONS TO DOCUMENTS

Consultant shall make, without expense to City, such revisions to the drawings, reports or other documents, as may be required to meet the needs of City and which are within its Scope of Services. After the approval of reports or other documents by City, any revisions, additions or other modifications made at City's request, which involve extra services and expenses incurred by Consultant, only shall be requested through an additional Amendment and Task Order for services.

ARTICLE IX
OWNERSHIP OF DOCUMENTS

9.1 All documents, including the original drawings, estimates, specifications and all other documents and data, previously owned by Consultant or not specific to the Project, shall remain the property of Consultant as instruments of service. However, it is to be understood that City shall have free access to all such information and hold the right to make and retain copies of drawings, estimates, specifications and all other documents and data. Any reuse, without specific written verification or adaptation by Consultant, will be at City's sole risk and without liability or legal exposure to Consultant.

9.2 Consultant acknowledges and agrees that upon payment City exclusively shall own any and all information in the final version produced and/or maintained in accordance with, pursuant to or as a result of this Agreement and said information shall be used as City desires. Other documents, including the original drawings, estimates, specifications and other pertinent documents and data specific to the Project, shall be delivered to City at no additional cost to City, upon request, termination or completion of this Agreement without restriction on future use.

9.3 Consultant agrees and covenants to protect any and all proprietary rights of City in any materials provided to Consultant. Such protection of proprietary rights by Consultant shall include, but not be limited to, the inclusion in any copy intended for publication of copyright mark reserving all rights to City. Additionally, any materials provided to Consultant by City shall not be released to any third party without the consent of City and shall be returned intact to City upon termination or completion of this Agreement or if instructed to do so by the Director.

9.4 Consultant hereby assigns all statutory and common law copyrights to any copyrightable work that, in part or in whole, was produced from this Agreement is the property of City, including all equitable rights, provided that such assignment shall be effective only upon full and final payment of all amounts due under this Agreement. No reports, maps, documents or other copyrightable works, produced in whole or in part by this Agreement, shall be subject of an application for copyright by Consultant. All final versions of reports, maps, project logos, drawings or other copyrightable work produced under this Agreement shall become the property of City (excluding any instrument of services, unless otherwise specified herein). Consultant shall, at its own expense, defend all suits or proceedings instituted against City and pay any award of damages or loss resulting from an injunction against City, insofar as the same are based on any claim that materials or work provided under this Agreement constitute an infringement of any patent, trade secret, trademark, copyright or other intellectual property rights.

9.5 Consultant may make copies of any and all documents and items for its files. Consultant shall have no liability for changes made to or use of the drawings, specifications and other documents by other engineers or other persons, subsequent to the completion of the Project. City requires that Consultant appropriately mark all changes or modifications on all drawings, specifications and other documents by other Engineers or other persons, including electronic copies, subsequent to the Final Completion of the Project. Following Final Completion of the Project, if City requests Consultant perform additional scope beyond that listed in "**Exhibit 3"** hereto, City will appropriately compensated for such work performed by Consultant.

9.6 Copies of documents, which may be relied upon by City, are limited to the printed copies (also known as hard copies) and PDF electronic versions that are sealed and signed by Consultant. Files in editable electronic media format of text, data, graphics or other types, (such as DWG or DGN) that are furnished by Consultant to City or utility only are for convenience of City or utility. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

9.7 Notwithstanding anything to the contrary contained herein, all previously owned intellectual property of Consultant, including but not limited to, any computer software (object code and source code), tools, systems, equipment or other information used by Consultant or its suppliers in the course of delivering the Services hereunder, and any know-how, methodologies or processes used by Consultant, to provide the services or protect deliverables to City, including without limitation, all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto, shall remain the sole and exclusive property of Consultant or its suppliers.

ARTICLE X
TERMINATION AND/OR SUSPENSION OF SERVICES

10.1 Right of Either Party to Terminate for Default

10.1.1 This Agreement may be terminated by either party for substantial failure by the other party to perform, through no fault of the terminating party, in accordance with the terms of this Agreement and a failure to cure as provided in this **Article X**.

10.1.2 The party not in default must issue a written and signed Notice of Termination, citing this **Paragraph 10.1.2**, to the other party declaring the other party to be in default and stating the reason(s) why it is in default. Upon receipt of such written Notice of Default, the party in receipt shall have a period of ten (10) calendar days to cure any failure to perform under this Agreement. Upon the completion of said ten-day period, commencing upon receipt of Notice of Termination, if such party has not cured any failure to perform, such termination shall become effective without further written notice.

10.2 **Right of City to Terminate**. City reserves the right to terminate this Agreement, for reasons other than substantial failure by Consultant to perform, by issuing a signed Notice of Termination, citing this **Paragraph 10.2**, which shall take effect on the twentieth (20th) calendar day following receipt of said notice and upon the scheduled completion date of the performance phase in which Consultant then currently is working, whichever effective termination date occurs first.

10.3 Right of City to Suspend Giving Rise to Right of Consultant to Terminate

10.3.1 City reserves the right to suspend this Agreement at the end of any phase for the convenience of City by issuing a written and signed Notice of Suspension, citing this **Paragraph 10.3.1**, which shall outline the reasons for the suspension and the expected duration of the suspension, but such expected duration shall, in no way, guarantee what the total number of days of suspension will occur. Such suspension shall take effect immediately upon receipt of said Notice of Suspension by the Consultant.

10.3.2 Consultant hereby is given the right to terminate this Agreement in the event such suspension extends for a period in excess of one hundred twenty (120) calendar days. Consultant may exercise this right to terminate by issuing a signed, written Notice of Termination, citing this **Paragraph 10.3.2**, to City after the expiration of one hundred twenty (120) calendar days from the effective date of the suspension. Termination, pursuant to this **Paragraph 10.3.2**, shall become effective immediately upon receipt of said written notice by City.

10.4 Procedures Consultant to follow upon Receipt of Notice of Termination

10.4.1 Upon receipt of a Notice of Termination and prior to the effective date of termination, unless the notice otherwise directs or Consultant immediately takes action to cure a failure to perform under the cure period set out hereinabove, Consultant immediately shall begin the phase-out and the discontinuance of all services, in connection with the performance of this Agreement, and shall proceed promptly to cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) calendar days after receipt of such Notice of Termination, unless Consultant successfully has cured a failure to perform, Consultant shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination. City retains the option to grant an extension to the time period for submittal of such statement.

10.4.2 Copies of all completed or partially completed specifications and all reproductions of all completed or partially completed designs, plans and exhibits prepared under this Agreement, prior to the effective date of termination, shall be delivered to City, in the form requested by City, as a pre-condition to final payment. These documents shall be subject to the restrictions and conditions set forth in **Article IX** herein.

10.4.3 Upon the above conditions being met, absent any reason why City may be compelled to withhold fees, City promptly shall pay Consultant that proportion of the prescribed fee which the services actually performed under this Agreement bear to the total services called for under this Agreement, less any previous payments of the fee.

10.4.4 City, as a public entity, has a duty to document the expenditure of public funds. Consultant acknowledges this duty imposed upon City. Consultant further acknowledges that the failure of Consultant to comply with the submittal of the statement and documents, as required above, shall constitute a waiver by Consultant of any and all rights or claims to payment for services performed under this Agreement by Consultant.

10.4.5 Failure of Consultant to comply with the submittal of the statement and documents, as required above, shall constitute a waiver by Consultant of any and all rights or claims to collect monies that Consultant otherwise may be entitled to for services performed under this Agreement.

10.5 Procedures Consultant to Follow upon Receipt of Notice of Suspension

10.5.1 Upon receipt of written Notice of Suspension, which date also shall be the effective date of the suspension, Consultant shall, unless the Notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and promptly shall proceed to suspend all existing orders and contracts, insofar as such orders and contracts are chargeable to this Agreement.

10.5.2 Consultant shall prepare a statement showing, in detail, the services performed under this Agreement prior to the effective date of suspension.

10.5.3 Copies of all completed or partially completed designs, plans and specifications, prepared under this Agreement prior to the effective date of suspension, shall be prepared for possible delivery to City but shall be retained by Consultant until such time as Consultant may exercise the right to terminate.

10.5.4 In the event that Consultant exercises the right to terminate one hundred twenty (120) calendar days after the effective suspension date, within thirty (30) calendar days after receipt by City of Consultant's Notice of Termination, Consultant promptly shall cancel all existing orders and contracts, insofar as such orders and contracts are chargeable to this Agreement, and shall submit the above referenced statement showing, in detail, the services performed under this Agreement prior to the effective date of suspension.

10.5.5 Any documents prepared in association with this Agreement shall be delivered to City as a pre-condition to final payment.

10.5.6 Upon the above conditions being met, absent any reason why City may be compelled to withhold fees, City promptly shall pay Consultant that proportion of the prescribed fee which the services actually performed under this Agreement bear to the total services called for under this Agreement, less any previous payments of the fee.

10.5.7 City, as a public entity, has a duty to document the expenditure of public funds.

10.5.8 Consultant acknowledges this duty imposed upon City. Consultant further acknowledges that the failure of Consultant substantially to comply with the submittal of the statements and documents, as required herein, shall constitute a waiver by Consultant of any portion of the fee for which Consultant did not supply such necessary statements and/or documents.

ARTICLE XI
CONSULTANT'S WARRANTY

Consultant warrants that the services required under this Agreement will be performed with the same degree of professional skill and care that typically are exercised by similar consulting professionals performing similar services in Williamson County, Texas under the same or similar circumstances and professional license. Consultant further warrants that it has not employed or retained any company or person other than a bona fide employee, working solely for Consultant, to solicit or secure this Agreement, and that it has not, for the purpose of soliciting or securing this Agreement, paid or agreed to pay any company or person a commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement under the provisions of **Article X** herein.

ARTICLE XIII
ASSIGNMENT OR TRANSFER OF INTEREST

Consultant shall not assign or transfer Consultant's interest in this Agreement without the written consent of City.

ARTICLE XIV
INSURANCE REQUIREMENTS

14.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City Manager. The Certificate(s) shall be completed and signed by an agent authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number and be mailed or electronically mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City.

14.2 City reserves the right to review the insurance requirements of this **Article XIV** during the effective period of this Agreement and any extension or renewal hereof and to request the modification of insurance coverage and limits when deemed necessary and prudent by City's Risk Manager, based upon changes in statutory law, court decisions or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

14.3 Consultant's financial integrity is of interest to City; therefore, subject to Consultant's obligation to maintain reasonable deductibles in such amounts as are approved by Consultant's insurance companies, Consultant shall obtain and maintain in full force and effect for the duration of this Agreement and any extension hereof at Consultant's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. These listed insurance limits are standard limits for all City projects. If a project does not justify these standard limits of insurance coverages, Consultant may request a review of the City's insurance requirements, to be considered on a

project-by-project basis:

TYPE	AMOUNTS
1. Workers Compensation	Statutory
2. Employer's Liability	$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operation b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. g. Explosion, Collapse, Underground h. Damage to property rented by you	For Bodily and Property Damage of $1,000,000 per occurrence; $1,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage h. $100,000
4. Business Automobile Liability a. Owned/Leased vehicles b. Non-owned vehicles c. Hired vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence
5. Professional Liability (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages to the extent caused by any negligent act, error, or omission in performance of professional services.

City may request, and without expense to City, to inspect copies of Consultant's policies and endorsements as they apply to the limits and forms required by City.

14.4 Consultant agrees to require, by written contract, that all Sub-Consultants and/or Subcontractors providing goods or services hereunder obtain the same insurance coverage required of Consultant herein, and provide a certificate of insurance and endorsement that includes Consultant and City as additional insureds under Commercial General Liability and Business Automobile Liability. Consultant shall provide City with said certificate and endorsement prior to the commencement of any work by any Sub-Consultant and/or Subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions or circumstances surrounding this Agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

14.5 If City requests a copy/copies of an insurance policy, Consultant prominently shall comply and Consultant shall mark those portions of the policy, if any, Consultant regards as confidential. In the event a third party makes an Open Records Request under the Texas Open Records ActAct or other public information law asking to view or copy Consultant's policy, City shall submit the received request, along with Consultant's information to the Texas Attorney General (hereafter referred to as "AG") for an opinion regarding the release of Consultant's policy information. Consultant and City agree that City will be bound by the AG opinion/decision. Similarly, Consultant agrees and accepts City will provide all Consultant information pursuant to a court order or a litigation discovery rule requiring or directing City To disclose any of Consultant's information.

14.6 Consultant agrees, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions, to the extent permitted by policy provisions, to the extent permitted by policy provisions, terms and conditions:

- Include City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement or within policy provisions, terms or conditions, with respect to operations and activities of, or on behalf of, the named insured performed under contract with City, with the exception of the workers' compensation/employer's liability and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Hutto where City is an additional insured shown on the policy, as allowed by respective policy provisions, terms and conditions;

- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of City; and

- Where allowed by respective policy provisions, terms and conditions, provide thirty (30) calendar days advance written notice to City of any cancellation or non-renewal and not less than ten (10) calendar days advance notice for nonpayment of premium.

14.8 Within ten (10) calendar days of notice to Consultant of a cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant's performance, should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

14.9 In addition to any other remedies City may have upon Consultant's failure to provide and maintain any insurance or policy endorsements, to the extent and within the time herein required, City shall have the right to order Consultant to stop work hereunder until Consultant demonstrates compliance with the requirements hereof.

14.10 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its Sub-Consultants' and/or Subcontractors' performance of the work covered under this Agreement.

14.11 It is agreed that Consultant's Commercial General Liability and Business Automobile Liability insurance shall be deemed primary and non-contributory, with respect to any insurance or self-insurance carried by the City of Hutto, for liability arising out of operations under this Agreement.

14.12 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of City shall be limited to insurance coverage provided.

14.13 Consultant and any Sub-Consultants and/or Subcontractors are responsible for all damage to their own equipment and/or property.

ARTICLE XV
INDEMNIFICATION

15.1 Consultant, whose professional services are the subject of this Agreement, covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, City and the elected officials, employees, officers, directors, volunteers and representatives of City, individually and collectively, from and against damages, liabilities or actual and reasonable costs, including reasonable attorney fee and defense costs, to the extent caused by Consultant's negligent performance of professional services under this Agreement and anyone for whom Consultant legally or contractually is liable. The indemnity provided for in this Section 15.1 shall not apply to any liability resulting from the negligence of City, its officers or employees, in instances where such negligence causes personal injury, death or property damage. IN THE EVENT CONSULTANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

15.2 The provisions of this Article XV solely are for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Consultant shall advise City in writing within twenty-four (24) hours of any claim or demand against City or Consultant known to Consultant related to or arising out of Consultant's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Consultant's cost, to the extent caused by Consultant's negligence. City shall have the right, at its option and at its own expense, to participate in such defense without relieving Consultant of any of its obligations under this Section XV.

ARTICLE XVI
CLAIMS AND DISPUTES

16.1 **Definition.** A Claim is a demand or assertion by one of the parties hereto seeking, as a matter of right, adjustment or interpretation of an Agreement's terms, payment of money, extension of time or other relief, with respect to the terms of the Agreement. The term "Claim" also includes other disputes and matters in question arising out of or relating to this Agreement. Claims must be initiated by written notice. Every Claim of Consultant, whether for additional compensation, additional time or other relief, shall be signed and sworn to by an authorized corporate officer (if Consultant is not a corporation, then an official of the company authorized to bind Consultant by his/her signature) of Consultant, verifying the truth and accuracy of the Claim. The responsibility to substantiate Claims shall rest with the party making the Claim.

16.2 **Time Limit on Claims.** Claims by Consultant must be initiated in writing to City within twenty-one (21) calendar days after the occurrence of the event giving rise to such Claim.

16.3 **Continuing Contract Performance.** Pending final resolution of a Claim, except as otherwise agreed in writing, Consultant shall proceed diligently with performance of the Agreement and City shall continue to make payments in accordance with this Agreement.

16.4 **Claims for Additional Time.** If Consultant wishes to make a Claim for an increase in the time for performance, written notice, as stated in this **Section XVI**, must be given. Consultant's Claim shall include an estimate of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

16.5 **Claims for Consequential Damages**. Except as otherwise provided in this Agreement, in calculating the amount of any Claim or any measure of damages for breach of contract (such provision to survive any termination following such breach), the following standards will apply both to claims by Consultant and to claims by City:

16.5.1 No consequential damages will be allowed; and

16.5.2 Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong for which the other party is claimed to be responsible; and

16.5.3 No profit will be allowed on any damage claim.

16.6 **No Waiver of Governmental Immunity. NOTHING IN THIS SECTION XVI SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.**

16.7 Alternative Dispute Resolution.

16.7.1 **Continuation of Services Pending Dispute Resolution.** Each party is required to continue to perform its obligations under this Agreement, pending a final resolution of any dispute arising out of or relating to this Agreement, unless it would be impossible or impracticable under the circumstances or if City has defaulted on its payment obligations

for undisputed invoice amounts for more than 60 days.

16.7.2 **Requirement for Senior Level Negotiations.** Before invoking mediation or any other alternative dispute process set forth herein, the parties agree that they first shall try to resolve any dispute arising out of or related to this Agreement through discussions directly between those senior management representatives within their respective organizations who have overall managerial responsibility for similar projects. This step shall be a condition precedent to use of any other alternative dispute resolution process. If the parties' senior management representatives cannot resolve the dispute within thirty (30) calendar days, after a party delivers a written notice of such dispute, then the parties shall proceed with the mediation alternative dispute resolution process contained herein. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

16.7.3 Mediation.

16.7.3.1 In the event that City or Consultant shall contend that the other has committed a material breach of this Agreement, the party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute.

16.7.3.2 Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) calendar days following the date of the request, except upon agreement of both parties.

16.7.3.3 In the event City and Consultant are unable to agree to a date for the mediation or to the identity of the mediator or mediators within 30 calendar days following the date of the request for mediation, all conditions precedent in this **Article XVI** shall be deemed to have occurred.

16.7.3.4 The parties shall share the mediator's fee and any filing fees equally. Venue for any mediation or lawsuit arising under this Agreement shall be in Williamson County, Texas. Any agreement reached in mediation shall be enforceable as a settlement agreement in any court having jurisdiction thereof. No provision of this Agreement shall waive any immunity or defense. No provision of this Agreement is a consent to suit.

ARTICLE XVII
SEVERABILITY

If, for any reason, any one or more Articles and/or paragraphs of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect, impair or invalidate the remaining Articles and/or paragraphs of this Agreement but shall be confined in its effect to the specific Article, sentences, clauses or parts of this Agreement held invalid or unenforceable, and the invalidity or unenforceability of any Article, sentence, clause or parts of this Agreement, in any one or more instance, shall not affect or prejudice in any way the validity of this Agreement in any

other instance.

ARTICLE XVIII
INTEREST IN CITY CONTRACTS PROHIBITED

18.1 No officer or employee of City shall have a financial interest, directly or indirectly, in any contract with City or shall be financially interested, directly or indirectly, in the sale to City of any land, materials, supplies or service, except on behalf of City as an officer or employee. This prohibition extends to City's Public Service Board, SAWS and other City boards and commissions, which are more than purely advisory. The prohibition also applies to Sub-Contracts on City projects.

18.2 Consultant acknowledges that it is informed that the Charter of City and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency, such as City-owned utilities. Consultant's officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a. a City officer or employee; b. a City officer or employee's parent, child or spouse; c. a business entity in which City officer or employee, or the officer or employee's parent, child or spouse, owns ten percent (10%) or more of the voting stock or shares of the business entity, or ten percent (10)%) or more of the fair market value of the business entity; d. a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

18.3 Consultant warrants and certifies, and this Agreement is made in reliance thereon, that Consultant, its officers, employees and agents are neither officers nor employees of City. Consultant further warrants and certifies that is has tendered to City a Discretionary Contracts Disclosure Statement in compliance with City's Ethics Code.

ARTICLE XIX
CONFLICT OF INTEREST

19.1 Consultant acknowledges that it is informed that the Charter of the City of Hutto and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a direct interest in any contract with the City.

19.2 Pursuant to the subsection above, Consultant warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees, and agents are neither officers nor employees of the City and shall not have a direct interest in the Agreement. Consultant further warrants and certifies that it will comply with the City's Ethics Code.

19.3 **HB 1295 Certificate of Interested Parties (TEC Form 1295).** For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Consultant a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Consultant understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through

the TEC's website, assigned a certificate number, printed, signed, and notarized, and provided to the City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Consultant with respect to the proper completion of the TEC Form 1295.

19.4 **No Boycott of Israel; No Terrorist Organization.**

Pursuant to Section 2270.002, Texas Government Code, the CONSULTANT hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Indenture is a contract for goods or services, will not boycott Israel during the term of this Indenture. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

The CONSULTANT understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the CONSULTANT and exists to make a profit.

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the CONSULTANT represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

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

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

19.5 **Verification Regarding Energy Company Boycotts.**

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, the CONSULTANT hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other

affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The CONSULTANT understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the CONSULTANT and exists to make a profit.

19.6 **Verification Regarding Discrimination Against Firearm Entity or Trade Association.**

To the extent this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, the hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(1) do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
(2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

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

ARTICLE XX
STANDARD OF CARE/LICENSING

20.1 Services provided by Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

20.2 Consultant shall be represented by personnel with appropriate certification(s) at meetings of any official nature concerning the Project, including but not limited to scope meetings, review meetings, pre-bid meetings and preconstruction meetings.

ARTICLE XXI
RIGHT OF REVIEW AND AUDIT

21.1 Consultant grants City, or its designees, the right to audit, examine or inspect, at City's election, all of Consultant's records relating to the performance of the Work under this Agreement, during the term of this Agreement and retention period herein. The audit, examination or inspection

may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Consultant agrees to retain its records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under the contract, then, such retention period shall extend until final resolution of the dispute. "Consultant's records" include relevant information, materials and data generated as a result of the work under this Agreement. Example of Consultant records include, but are not limited to, billings, books, general ledger, cost ledgers, invoices, production sheets, documents, correspondence, meeting notes, subscriptions, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers, memoranda, time sheets, payroll records, policies, procedures, federal and state tax filings for issue in question and any and all other agreements, sources of information and matters that have direct bearing on or pertain to any matters, rights, duties or obligations under or covered by the Agreement.

21.2 City agrees that it will exercise the right to audit, examine or inspect Consultant's records only during City's regular business hours. Consultant agrees to allow City's designee access to Consultant's Records, Consultant's facilities and current employees of Consultant, deemed necessary by City or its designee(s), to perform such audit, inspection or examination. Consultant also agrees to provide adequate and appropriate work space necessary to City or its designees to conduct such audits, inspections or examinations.

21.3 Consultant must include this audit clause in any subcontractor, supplier or vendor contract.

ARTICLE XXII
ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both City and Consultant.

ARTICLE XXIII
VENUE

The obligations of the parties to this Agreement shall be performable in Hutto, Williamson County, Texas. If legal action, such as civil litigation, is necessary in connection therewith, exclusive venue shall lie in Williamson County, Texas.

ARTICLE XXIV
NOTICES

Except as may be provided elsewhere herein, all notices, communications, and reports required or permitted under this Agreement shall personally be delivered or mailed to the respective party by depositing the same in the United States Postal Service, addressed to the applicable address shown below, or electronically mailed with receipt acknowledged, unless and until either party otherwise is notified in writing by the other party of a change of such address. Mailed notices shall be deemed communicated as of five (5) calendar days of mailing. In cases of emergency communication may be provided through email, in person, or telephone notices which shall be followed with the mailing procedure herein described.

If intended for City, to:

City of Hutto

Attention: Exec. Director of Admin. Services
500 West Live Oak
Hutto TX 78634

(512) 759-4933

Kate.Moriarty@HuttoTx.gov

If intended for Consultant, to:

Cobb, Fendley & Associates, Inc.
Attention: Michael Dill
4424 W Sam Houston Pkwy N, Ste 600
Houston, TX 77041512.646.4311

MDill@Cobbfendley.com

ARTICLE XXV
INDEPENDENT CONTRACTOR

In performing services under this Agreement, the relationship between City and Consultant is that of an independent contractor. By the execution of this Agreement, Consultant and City do not change the independent contractor status of Consultant. Consultant shall exercise independent judgment in performing its duties and obligations under this Agreement and solely is responsible for setting working hours, scheduling or prioritizing the work flow and determining how the work is to be performed. No term or provision of this Agreement or act of Consultant, in the performance of this Agreement, shall be construed as making Consultant the agent, servant or employee of City, or as making Consultant or any of its agents or employees eligible for any fringe benefits, such as retirement, insurance and worker's compensation, which City provides to or for its employees.

ARTICLE XXVI
CAPTIONS

The captions for the individual provisions of this Agreement are for informational purposes only and shall not be construed to effect or modify the substance of the terms and conditions of this Agreement to which any caption relates.

IN WITNESS WHEREOF, City of Hutto has lawfully caused these present to execute this Agreement by the hand of City Manager, or designee; Consultant, acting by the hand of _____, thereunto authorized _____ does now sign, execute and deliver this document.

Executed on this_____day of _____, A. D._____.

CITY OF HUTTO

_____

James Earp
City Manager

Cobb, Fendley & Associates, Inc.

By: _____

Derrick Horvath

Principal
Title

EXHIBIT 1
INDIVIDUAL PROJECT ORDER

PROJECT FEE SUMMARY
(TO INCLUDE REIMBURSEABLES, IF ANY)
AND TIMELINE FOR DESIGN PHASE SERVICES

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

1. Background Data
   a. Project Number: **T21-2025**
   b. Owner: City of Hutto
   c. Vendor: **Cobb, Fendley & Associates, Inc. (DBA CobbFendley)**

Specific Project (title): **Reconstruction of Alliance Blvd**

1) Scope of services for **CobbFendley** will include the following services (Refer to Attached A for Full Services Detail

   a. Services

2) Fee: NTE **$67,967.50**

Work Description	Original Fee	Amendment Amount	Change in Fee	Fee Type
Project Management	**$1,040.00**	**$6,835.00**	**$4,150.00**	**T&M**
Utility Coordination	**$48,867.50**	**$55,987.50**	**$8,310.00**	**T&M**
SUE	**$5,600.00**	**$5,600.00**	**$0.00**	**SOW**
TOTAL	**$55,507.50**	**$67,967.50**	**$12,460.00**	

3) Deadline: This form is to be signed along with any supplementary materials and must be submitted to Kate Moriarty, MPA, Executive Director of Administrative Services via email by _____**.**

Point of Contact
Kate Moriarty, MPA
Executive Director of Administrative Services
Kate.Moriarty@huttotx.gov
737-361-8630

Any questions must be in writing and responses will be provided within 24 hours and shared with other On Demand firms under contract with the City.

Vendor agrees to provide the services within this Individual Project Order ("IPO") and Vendor is authorized to begin performance upon its receipt of a copy of this IPO signed by Owner.

Except as provided for in this IPO, all other provisions of the Master Service Agreement dated **November 7, 2024** shall remain in full force in effect.

EXHIBIT 2
SCOPE OF SERVICES

(Shall include the role and responsibilities of Consultant, as detailed in City's General Conditions attached hereto)

July 17, 2026

RE: City of Hutto Alliance Blvd Roadway Improvements Utility Coordination Scope

A. Project Management

1. Project Status Reports: Monthly invoice and progress report submittal in format requested by City

2. Weekly Progress Meetings: Weekly internal project status meetings

B. Utility Coordination

Utility coordination includes utilities who are still in conflict as of the 100% design phase of the project. Utilities that are still in conflict include, Atmos, Brightspeed, Charter-Spectrum, Enterprise Products, Oncor Electric and Ubiquity.

A. 100% Design Phase

1. Coordination Team Meetings: Will attend monthly status meetings run by the GEC for the road improvement project and provide utility updates (up to 7 months)

2. Utility Correspondence: Will follow up with utilities on weekly or bi-weekly basis to request status of initial relocation design, revisions and permitting status and coordinate with the city inspector and GEC for the road project during utility relocation. (up to 7 months)

3. Utility Relocation Design Plan Review: Will review utility designs to verify that each proposed design meets City and TxDOT guidelines as well as alleviates known conflicts with improvements associated with the roadway project. Assumed up to two iterations for each utility at 100% (up to 2 utilities)

4. Prepare LONO: Prepare Letter Of No Objection for utilities to remain in place for the road improvement project. (up to 1 utility)

REIMBURSABLES / REPRODUCTIONS

Reproduction of documents, shipping and mailing expenses, travel expenses such as mileage for automobile travel, and any other disbursements, application fees, etc., made on behalf of the Client, shall be invoiced and reimbursed as described in the Professional Services Agreement.

Exclusions

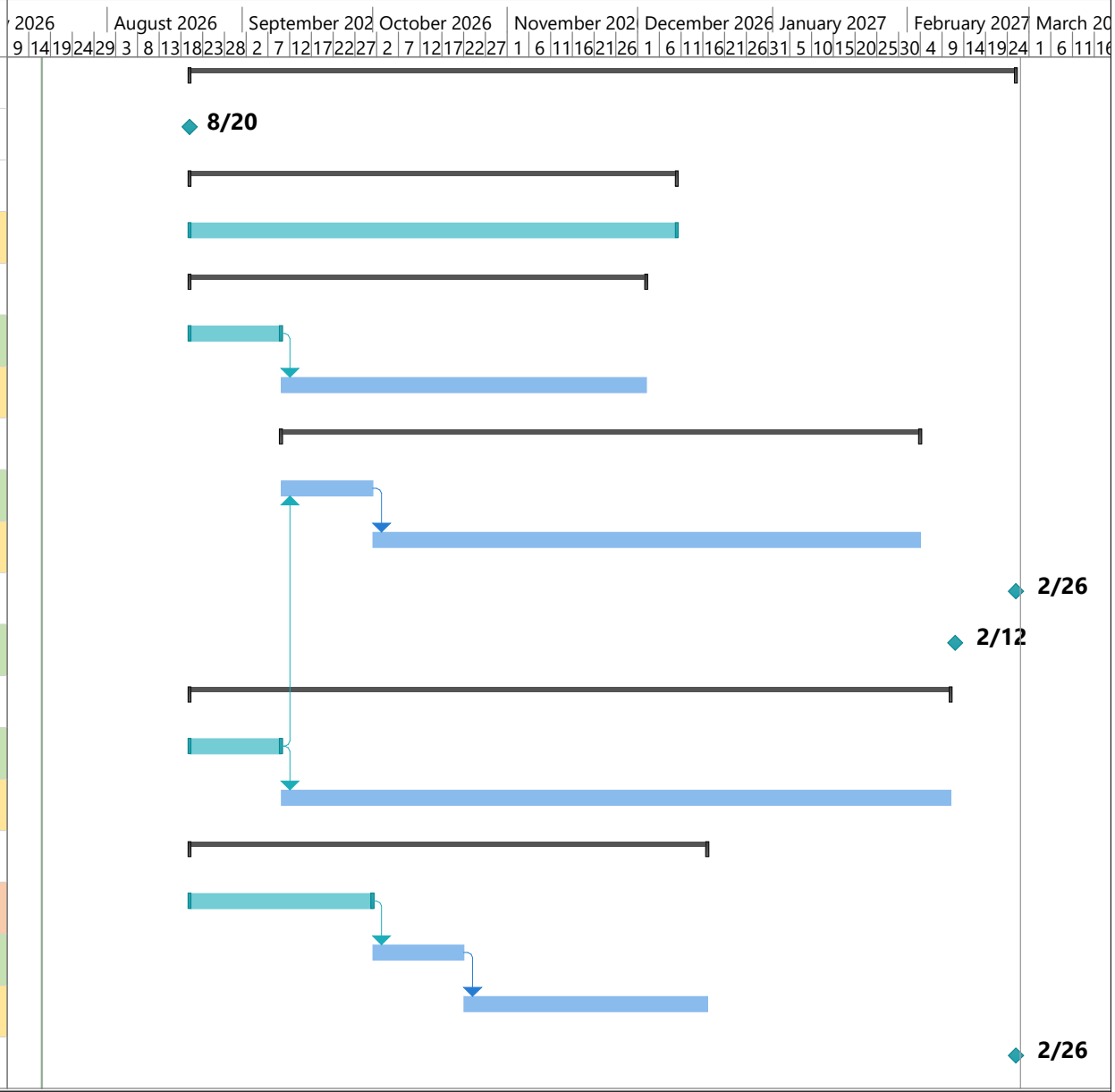
The services listed below are not included in this proposal. Should the City decide to include these services to the scope of this project, additional fee negotiation between the City and CobbFendley will be needed.

- ILA coordination with Jonah SUD
- 30% Design Phase

- 60% Design Phase
- 90% Design Phase
- Utility Agreements
- Coordination with any new utilities installed in the City ROW during the design process
- Construction Phase

CITY OF HUTTO
ALLIANCE BLVD
UTILITY COORDINATION SCHEDULE

ID	Task Name	Start	Finish
1	**Contract Duration**	**Thu 8/20/26**	**Fri 2/26/27**
2	Agreement Executed	Thu 8/20/26	Thu 8/20/26
3	**Atmos**	**Thu 8/20/26**	**Wed 12/9/26**
4	Construction	Thu 8/20/26	Wed 12/9/26
5	**Brightspeed**	**Thu 8/20/26**	**Wed 12/2/26**
6	Permitting	Thu 8/20/26	Wed 9/9/26
7	Construction	Thu 9/10/26	Wed 12/2/26
8	**Charter**	**Thu 9/10/26**	**Wed 2/3/27**
9	Permitting	Thu 9/10/26	Wed 9/30/26
10	Construction	Thu 10/1/26	Wed 2/3/27
11	**Enterprise**	**Fri 2/26/27**	**Fri 2/26/27**
12	LONO (60d pior to let)	Fri 2/12/27	Fri 2/12/27
13	**Oncor**	**Thu 8/20/26**	**Wed 2/10/27**
14	Permit	Thu 8/20/26	Wed 9/9/26
15	Construction	Thu 9/10/26	Wed 2/10/27
16	**Ubiquity**	**Thu 8/20/26**	**Wed 12/16/26**
17	Design	Thu 8/20/26	Wed 9/30/26
18	Permitting	Thu 10/1/26	Wed 10/21/26
19	Construction	Thu 10/22/26	Wed 12/16/26
20	Agreement Expiration	Fri 2/26/27	Fri 2/26/27



City of Hutto
T21-2025 Alliance Blvd

CobbFendley
Fri 7/17/26

EXHIBIT 3

FEE PROPOSAL

Principal	$370.00/HR
Senior Engineer V or Project Manager VI	$365.00/HR
Senior Engineer IV or Project Manager V	$350.00/HR
Senior Engineer III or Project Manager IV	$330.00/HR
Senior Engineer II or Project Manager III	$315.00/HR
Senior Engineer I or Project Manager II	$270.00/HR
Engineer III or Project Manager I	$220.00/HR
Engineer II	$200.00/HR
Engineer I	$175.00/HR
Graduate Engineer II	$160.00/HR
Graduate Engineer	$145.00/HR
Sr. Coordinator (Project, Utility)	$185.00/HR
Coordinator II (Project, Utility).	$155.00/HR
Coordinator I (Project, Utility)	$130.00/HR
Senior Technician III (GIS, Telecom, Utility, CAD, Field)	$210.00/HR
Senior Technician II (GIS, Telecom, Utility, CAD, Field)	$190.00/HR
Senior Technician I (GIS, Telecom, Utility, CAD, Field)	$165.00/HR
Technician III (GIS, Telecom, Utility, CAD, Field)	$145.00/HR
Technician II (GIS, Telecom, Utility, CAD, Field)	$130.00/HR
Technician I (GIS, Telecom, Utility, CAD, Field)	$105.00/HR
Licensed State Land Surveyor	$320.00/HR
Senior Registered Professional Land Surveyor II.	$306.00/HR
Senior Registered Professional Land Surveyor.	$275.00/HR
Registered Professional Land Surveyor II	$255.00/HR
Registered Professional Land Surveyor	$225.00/HR
Project Surveyor.	$210.00/HR
Certified Photogrammetrist.	$215.00/HR
3 Person Survey Crew	$250.00/HR
2 Person Survey Crew	$200.00/HR
1 Person Survey Crew	$145.00/HR
Construction Manager III	$360.00/HR
Construction Manager II	$295.00/HR
Construction Manager I	$235.00/HR
Construction Observer III	$195.00/HR
Construction Observer II	$165.00/HR
Construction Observer I	$135.00/HR
Sr. Right-of-Way Agent III or ROW Project Manager III	$325.00/HR
Sr. Right-of-Way Agent II or ROW Project Manager II	$270.00/HR

(Continued)

Sr. Right-of-Way Agent I or ROW Project Manager I..... $220.00/HR
Right-of-Way Agent III..... $215.00/HR
Right-of-Way Attorney..... $210.00/HR
Right-of-Way Agent II..... $185.00/HR
Right-of-Way Agent I..... $150.00/HR
Right-of-Way Technician..... $130.00/HR
Administrative..... $140.00/HR
Clerical..... $110.00/HR
Field Data Device $42.00/HR/unit

SUBSURFACE UTILITY ENGINEERING

Two-Man Designating Crew (4-Hour Minimum) $284/HR
One-Man Designating Crew (4-Hour Minimum) $148/HR
Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Minimum)..... $375/HR
Terrestrial Scanner (excluding labor) (4-hr Min)..... $325/HR
Ground Penetrating Radar (Equipment only) (4-hr Min)..... $55/HR
Traffic Control Officer..... @ Cost + 10%
Traffic Control (Lane Closures, etc.) ..... To Be Negotiated
Permits (Local, State, etc.)..... @ Cost + 10%
Designation, Location & Traffic Control Vehicles..... $6.50/Mile

OTHER EQUIPMENT

Terrestrial Scanner (excluding labor) (4-hr Min)..... $325/HR
Mobile LiDAR (excluding labor)..... $8,750/day
Helicopter $2,900/HR
UTV and Trailer (excluding labor) $205/day
Dump Trailer..... $150/day
Boat w/ motor..... $1,300/day

REIMBURSABLE EXPENSES

Consultant or Specialty Contractor (Outside Firm)..... @ Cost + 10%
Courier, Special Equipment Rental ..... @ Cost + 10%
Reasonable Out of Town Travel Expenses (Air, Hotel, Rental, etc.) ..... @ Cost
Mileage (Standard Car or Truck)..... IRS Approved Rate
Per Diem for Out of Town Travel (Per Day/Person) ..... GSA Standard Rate/Day
Title Plant Charges ..... @ Cost + 10%
Other Misc. Expenses Related to the Project..... @ Cost + 10%
In-House Reproduction:

- Copies (Up to 11” x 17”)..... $0.15/Each
- Color Prints (Up to 11” x 17”) $1.50/Each

- Color Prints (Larger than 11” x 17”) ..... $3.00/Sq. Ft.
- Bluelines (All Sizes) $1.00/Each
- Bond Prints (All Sizes) $2.00/Each
- Mylar Prints $12.00/Each
- Vellum Prints $9.00/Each

(*) Technology charges added to each billable man-hour.

Alliance Blvd.
City of Hutto

Fee Schedule/Budget

CobbFendley

Project Phase	Task Description	Project Manager II	Senior Engineer I	Project Engineer II	Project Engineer I	Graduate Engineer I	Utility Cooridnator	Senior Technician I	CAD Technician II	Clerical	Total Labor Hours	Total Direct Labor Costs
		$270.00	$270.00	$200.00	$175.00	$145.00	$130.00	$165.00	$130.00	$110.00		
A	**Project Management**											
1	Project Status Reports (up to 7 months)	5									5	$ 1,350.00
2	Weekly Progress Meetings (up to 7 months)	7					7				14	$ 2,800.00
	Project Management Total	**12**	**0**	**0**	**0**	**0**	**7**	**0**	**0**	**0**	**19**	**$ 4,150.00**
B	**Utility Coordination**											
	100% Design Phase											
1	Coordination Team Meetings (up to 7 months)						7					$ 910.00
2	Utility Correspondence (up to 7 months)						28					$ 3,640.00
3	Utility Relocation Design Plan Review (assumed 2 utilities)	12										$ 3,240.00
4	Prepare LONO (up to 1 utility)						4					$ 520.00
	Utility Coordination Total	**12**	**0**	**0**	**0**	**0**	**39**	**0**	**0**	**0**	**0**	**$ 8,310.00**
	Total	**24**	**0**	**0**	**0**	**0**	**46**	**0**	**0**	**0**	**19**	**$ 12,460.00**

EXHIBIT 4
GENERAL CONDITIONS

General Conditions for Construction Contracts

Table of Contents

Article 1. Definitions 1

Article 2. Wage Rates and Other Laws Governing Construction 6

Article 3. General Responsibilities of Owner and Contractor 9

Article 4. Historically Underutilized Business (HUB) Subcontracting Plan 16

Article 5. Bonds and Insurance 18

Article 6. Construction Documents, Coordination Documents, and Record Documents 25

Article 7. Construction Safety 28

Article 8. Quality Control 30

Article 9. Construction Schedules 36

Article 10. Payments 42

Article 11. Changes 47

Article 12. Project Completion and Acceptance 52

Article 13. Warranty and Guarantee 57

Article 14. Suspension and Termination 59

Article 15. Dispute Resolution 63

Article 16. Miscellaneous 64

Article 1. Definitions

Unless the context clearly requires another meaning, the following terms have the meaning assigned herein.

1.1 *Application for Payment* means Contractor's monthly partial invoice for payment that includes any portion of the Work that has been completed for which an invoice has not been submitted and performed in accordance with the requirements of the Contract Documents. The Application for Payment accurately reflects the progress of the Work, is itemized based on the Schedule of Values, bears the notarized signature of Contractor, and shall not include subcontracted items for which Contractor does not intend to pay.

1.2 *Application for Final Payment* means Contractor's final invoice for payment that includes any portion of the Work that has been completed for which an invoice has not been submitted, amounts owing to adjustments to the final Contract Sum resulting from approved change orders, and release of remaining Contractor's retainage.

1.3 *Architect/Engineer (A/E)* means a person registered as an architect pursuant to Tex. Occ. Code Ann., Chapter 1051, as a landscape architect pursuant to Tex. Occ. Code Ann., Chapter 1052, a person licensed as a professional engineer pursuant Tex. Occ. Code Ann., Chapter 1001, and/or a firm employed by Owner or Design-Build Contractor to provide professional architectural or engineering services and to exercise overall responsibility for the design of a Project or a significant portion thereof, and to perform the contract administration responsibilities set forth in the Contract.

1.4 *Baseline Schedule* means the initial time schedule prepared by Contractor for Owner's information and acceptance that conveys Contractor's and Subcontractors' activities (including coordination and review activities required in the Contract Documents to be performed by A/E and ODR), durations, and sequence of work related to the entire Project to the extent required by the Contract Documents. The schedule clearly demonstrates the critical path of activities, durations and necessary predecessor conditions that drive the end date of the schedule. The Baseline Schedule shall not exceed the time limit current under the Contract Documents.

1.5 *Certificate of Final Completion* means the certificate issued by A/E that documents, to the best of A/E"s knowledge and understanding, Contractor's completion of all Contractor's Punchlist items and pre-final Punchlist items, final cleanup and Contractor's provision of Record Documents, operations and maintenance manuals, and all other closeout documents required by the Contract Documents.

1.6 *Change Order* means a written modification of the Contract between Owner and Contractor, signed by Owner, Contractor and A/E.

1.7 *Close-out Documents* mean the product brochures, submittals, product/equipment maintenance and operations instructions, manuals, and other documents/warranties, record documents, affidavit of payment, release of lien and claim, and as may be further defined, identified, and required by the Contract Documents.

1.8 *Contract* means the entire agreement between Owner and Contractor, including all of the Contract Documents.

1.9 *Contract Date* is the date when the agreement between Owner and Contractor becomes effective.

1.10 *Contract Documents* mean those documents identified as a component of the agreement (Contract) between Owner and Contractor. These may include, but are not limited to, Drawings; Specifications; General, Supplementary General, and Special Conditions; and all pre-bid and/or pre-proposal addenda.

1.11 *Contract Sum* means the total compensation payable to Contractor for completion of the Work in accordance with the terms of the Contract.

1.12 *Contract Time* means the period between the start date identified in the Notice to Proceed with construction and the Substantial Completion date identified in the Notice to Proceed or as subsequently amended by a Change Order.

1.13 *Contractor* means the individual, corporation, limited liability company, partnership, firm, or other entity contracted to perform the Work, regardless of the type of construction contract used, so that the term as used herein includes a Construction Manager-at-Risk or a Design-Build firm as well as a general or prime Contractor. The Contract Documents refer to Contractor as if singular in number.

1.14 *Construction Documents* mean the Drawings, Specifications, and other documents issued to build the Project. Construction Documents become part of the Contract Documents when listed in the Contract or any Change Order.

1.15 *Construction Manager-at-Risk*, in accordance with Tex. Gov't Code, Chapter 2166, means a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for construction, rehabilitation, alteration, or repair of a facility at the contracted price as a general contractor and provides consultation to Owner regarding construction during and after the design of the facility.

1.16 *Date of Commencement* means the date designated in the Notice to Proceed for Contractor to commence the Work.

1.17 *Day* means a calendar day unless otherwise specifically stipulated.

1.18 *Design-Build* means a project delivery method in which the detailed design and subsequent construction is provided through a single contract with a Design-Build firm; a team, partnership, or legal entity that includes design professionals and a builder. The Design-Build Project delivery shall be implemented in accordance with Tex. Gov't Code § 2166.2531.

1.19 *Drawings* mean that product of A/E which graphically depicts the Work.

1.20 *Final Completion* means the date determined and certified by A/E and Owner on which the Work is fully and satisfactorily complete in accordance with the Contract.

1.21 *Final Payment* means the last and final monetary compensation made to Contractor for any portion of the Work that has been completed and accepted for which payment has not been made, amounts owing to adjustments to the final Contract Sum resulting from approved change orders, and release of Contractor's retainage.

1.22 *Historically Underutilized Business (HUB)* pursuant to Tex. Gov't Code, Chapter 2161, means a business that is at least 51% owned by an Asian Pacific American, a Black American, a Hispanic American, a Native American and/or an American Woman; is an entity with its principal place of business in Texas; and has an owner residing in Texas with proportionate interest that actively participates in the control, operations, and management of the entity's affairs.

1.23 *Notice to Proceed* means written document informing Contractor of the dates beginning Work and the dates anticipated for Substantial Completion.

1.24 *Open Item List* means a list of work activities, Punchlist items, changes or other issues that are not expected by Owner and Contractor to be complete prior to Substantial Completion.

1.25 *Owner* means the City of Hutto.

1.26 *Owner's Designated Representative (ODR)* means the individual assigned by Owner to act on its behalf and to undertake certain activities as specifically outlined in the Contract. ODR is the only party authorized to direct changes to the scope, cost, or time of the Contract.

1.27 *Project* means all activities necessary for realization of the Work. This includes design, contract award(s), execution of the Work itself, and fulfillment of all Contract and warranty obligations.

1.28 *Progress Assessment Report (PAR)* means the monthly compliance report to Owner verifying compliance with the HUB subcontracting plan (HSP).

129 *Proposed Change Order (PCO)* means a document that informs Contractor of a proposed change in the Work and appropriately describes or otherwise documents such change including Contractor's response of pricing for the proposed change.

130 *Punchlist* means a list of items of Work to be completed or corrected by Contractor after Substantial Completion. Punch lists indicate items to be finished, remaining Work to be performed, or Work that does not meet quality or quantity requirements as required in the Contract Documents.

131 *Record Documents* mean the drawing set, Specifications, and other materials maintained by Contractor that documents all addenda, Architect's Supplemental Instructions, Change Orders and postings and markings that record the as-constructed conditions of the Work and all changes made during construction.

132 *Request for Information (RFI)* means a written request by Contractor directed to A/E or ODR for a clarification of the information provided in the Contract Documents or for direction concerning information necessary to perform the Work that may be omitted from the Contract Documents.

133 *Samples* mean representative physical examples of materials, equipment, or workmanship used to confirm compliance with requirements and/or to establish standards for use in execution of the Work.

134 *Schedule of Values* means the detailed breakdown of the cost of the materials, labor, and equipment necessary to accomplish the Work as described in the Contract Documents, submitted by Contractor for approval by Owner and A/E.

135 *Shop Drawings* mean the drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data prepared by Contractor or its agents which detail a portion of the Work.

136 *Site* means the geographical area of the location of the Work.

137 *Special Conditions* mean the documents containing terms and conditions which may be unique to the Project. Special Conditions are a part of the Contract Documents and have precedence over the Uniform General Conditions and Supplementary General Conditions.

138 *Specifications* mean the written product of A/E that establishes the quality and/or performance of products utilized in the Work and processes to be used, including testing and verification for producing the Work.

139 *Subcontractor* means a business entity that enters into an agreement with Contractor to perform part of the Work or to provide services, materials, or equipment for use in the Work.

1.40 *Submittal Register* means a list provided by Contractor of all items to be furnished for review and approval by A/E and Owner and as identified in the Contract Documents including anticipated sequence and submittal dates.

1.41 *Substantial Completion* means the date determined and certified by Contractor, A/E, and Owner when the Work, or a designated portion thereof, is sufficiently complete, in accordance with the Contract, so as to be operational and fit for the use intended.

1.42 *Supplementary General Conditions* mean procedures and requirements that modify the Uniform General Conditions. Supplementary General Conditions, when used, have precedence over the Uniform General Conditions.

1.43 *Unit Price Work* means the Work, or a portion of the Work, paid for based on incremental units of measurement.

1.44 *Unilateral Change Order (ULCO)* means a Change Order issued by Owner without the complete agreement of Contractor, as to cost and/or time.

1.45 *Work* means the administration, procurement, materials, equipment, construction and all services necessary for Contractor, and/or its agents, to fulfill Contractor's obligations under the Contract.

1.46 *Work Progress Schedule* means the continually updated time schedule prepared and monitored by Contractor that accurately indicates all necessary appropriate revisions as required by the conditions of the Work and the Project while maintaining a concise comparison to the Baseline Schedule.

Article 2. Wage Rates and Other Laws Governing Construction

2.1 Environmental Regulations. Contractor shall conduct activities in compliance with applicable laws and regulations and other requirements of the Contract relating to the environment and its protection at all times. Unless otherwise specifically determined, Owner is responsible for obtaining and maintaining permits related to stormwater run-off. Contractor shall conduct operations consistent with stormwater run-off permit conditions. Contractor is responsible for all items it brings to the Site, including hazardous materials, and all such items brought to the Site by its Subcontractors and suppliers, or by other entities subject to direction of Contractor. Contractor shall not incorporate hazardous materials into the Work without prior approval of Owner, and shall provide an affidavit attesting to such in association with request for Substantial Completion inspection.

2.2 Wage Rates. Contractor shall not pay less than the wage scale of the various classes of labor as shown on the prevailing wage schedule provided by Owner in the bid or proposal specifications. The specified wage rates are minimum rates only. Owner is not bound to pay any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Contract. The prevailing wage schedule is not a representation that qualified labor adequate to perform the Work is available locally at the prevailing wage rates.

2.2.1 Notification to Workers. Contractor shall post the prevailing wage schedule in a place conspicuous to all workers on the Project Site and shall notify each worker, in writing, of the following as they commence work on the Contract: the worker's job classification, the established minimum wage rate requirement for that classification, as well as the worker's actual wage. The notice must be delivered to and signed in acknowledgement of receipt by the worker and must list both the wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by Owner, Contractor shall furnish evidence of compliance with the Texas Prevailing Wage Law and the addresses of all workers.

2.2.1.1 Contractor shall submit a copy of each worker's wage-rate notification to ODR with the application for progress payment for the period during which the worker was engaged in activities on behalf of the Project.

2.2.1.2 The prevailing wage schedule is determined by Owner in compliance with Tex. Gov't Code, Chapter 2258. Should Contractor at any time become aware that a particular skill or trade not reflected on Owner's prevailing wage schedule will be or is being employed in the Work, whether by Contractor or by Subcontractor, Contractor shall promptly inform ODR of the proposed wage to be paid for the skill along with a justification for same and ODR shall promptly concur with or reject the proposed wage and classification.

Contractor is responsible for determining the most appropriate wage for a particular skill in relation to similar skills or trades identified on the prevailing wage schedule. In no case, shall any worker be paid less than the wage indicated for laborers.

22.2 Penalty for Violation. Contractor, and any Subcontractor, will pay to the City a penalty of sixty dollars ($60) for each worker employed for each day, or portion thereof, that the worker is paid less than the wage rates stipulated in the prevailing wage schedule.

22.3 Complaints of Violations.

22.3.1 Owner's Determination of Good Cause. Upon receipt of information concerning a violation, Owner will conduct an investigation in accordance with Tex. Gov't Code, Chapter 2258 and make an initial determination as to whether good cause exists that a violation occurred. Upon making a good cause finding, Owner will retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the prevailing wage schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

22.3.2 No Extension of Time. If Owner's determination proves valid that good cause existed to believe a violation had occurred, Contractor is not entitled to an extension of time for any delay arising directly or indirectly from the arbitration procedures.

23 Venue for Suits. The venue for any suit arising from the Contract will be in a court of competent jurisdiction in Williamson County, Texas, or as may otherwise be designated in the Supplementary General Conditions.

24 Licensing of Trades. Contractor shall comply with all applicable provisions of State law related to license requirements for skilled tradesmen, contractors, suppliers and or laborers, as necessary to accomplish the Work. In the event Contractor, or one of its Subcontractors, loses its license during the term of performance of the Contract, Contractor shall promptly hire or contract with a licensed provider of the service at no additional cost to Owner.

25 Royalties, Patents, and Copyrights. Contractor shall pay all royalties and license fees, defend suits or claims for infringement of copyrights and patent rights, and shall hold Owner harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by Owner or A/E. However, if Contractor has reason to believe that the required design, process, or product is an infringement of a copyright or a patent,

Contractor shall be responsible for such loss unless such information is promptly furnished to A/E.

26 State Sales and Use Taxes. Owner qualifies for exemption from certain State and local sales and use taxes pursuant to the provisions of Tex. Tax Code, Chapter 151. Upon request from Contractor, Owner shall furnish evidence of tax-exempt status. Contractor may claim exemption from payment of certain applicable State taxes by complying with such procedures as prescribed by the State Comptroller of Public Accounts. Owner acknowledges not all items qualify for exemption. Owner is not obligated to reimburse Contractor for taxes paid on items that qualify for tax exemption.

Article 3. General Responsibilities of Owner and Contractor

3.1 Owner's General Responsibilities. Owner is the entity identified as such in the Contract and referred to throughout the Contract Documents as if singular in number.

3.1.1 Preconstruction Conference. Prior to, or concurrent with, the issuance of Notice to Proceed with construction, a conference will be convened for attendance by Owner, Contractor, A/E and appropriate Subcontractors. The purpose of the conference is to establish a working understanding among the parties as to the Work, the operational conditions at the Project Site, and general administration of the Project. Topics include communications, schedules, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, maintaining required records and all other matters of importance to the administration of the Project and effective communications between the Project team members.

3.1.2 Owner's Designated Representative. Prior to the start of construction, Owner will identify Owner's Designated Representative (ODR), who has the express authority to act and bind Owner to the extent and for the purposes described in the various Articles of the Contract, including responsibilities for general administration of the Contract.

3.1.2.1 Unless otherwise specifically defined elsewhere in the Contract Documents, ODR is the single point of contact between Owner and Contractor. Notice to ODR, unless otherwise noted, constitutes notice to Owner under the Contract.

3.1.2.2 All directives on behalf of Owner will be conveyed to Contractor and A/E by ODR in writing.

3.1.2.3 Owner will furnish or cause to be furnished, free of charge, the number of complete sets of the Drawings, Specifications, and addenda as provided in the Supplementary General Conditions or Special Conditions.

3.1.3 Owner Supplied Materials and Information.

3.1.3.1 Owner will furnish to Contractor those surveys describing the physical characteristics, legal description, limitations of the Site, Site utility locations, and other information used in the preparation of the Contract Documents.

3.1.3.2 Owner will provide information, equipment, or services under Owner's control to Contractor with reasonable promptness.

3.1.4 Availability of Lands. Owner will furnish, as indicated in the Contract, all required rights to use the lands upon which the Work occurs. This includes rights-of-way and easements for access and such other lands that are designated for use by Contractor. Contractor shall comply with all Owner identified encumbrances or restrictions specifically related to use of lands so furnished. Owner will obtain and pay for easements for permanent structures or permanent changes in existing facilities, unless otherwise required in the Contract Documents.

3.1.5 Limitation on Owner's Duties.

3.1.5.1 Owner will not supervise, direct, control or have authority over or be responsible for Contractor's means, methods, technologies, sequences or procedures of construction or the safety precautions and programs incident thereto. Owner is not responsible for any failure of Contractor to comply with laws and regulations applicable to the Work. Owner is not responsible for the failure of Contractor to perform or furnish the Work in accordance with the Contract Documents. Except as provided in Section 2.5, Owner is not responsible for the acts or omissions of Contractor, or any of its Subcontractors, suppliers or of any other person or organization performing or furnishing any of the Work on behalf of Contractor.

3.1.5.2 Owner will not take any action in contravention of a design decision made by A/E in preparation of the Contract Documents, when such actions are in conflict with statutes under which A/E is licensed for the protection of the public health and safety.

3.2 Role of Architect/Engineer. Unless specified otherwise in the Contract between Owner and Contractor, A/E shall provide general administration services for Owner during the construction phase of the project. Written correspondence, requests for information, and Shop Drawings/submittals shall be directed to A/E for action. A/E has the authority to act on behalf of Owner to the extent provided in the Contract Documents, unless otherwise modified by written instrument, which will be furnished to Contractor by ODR, upon request.

3.2.1 Site Visits.

3.2.1.1 A/E will make visits to the Site at intervals as provided in the A/E"s Contract with Owner, to observe the progress and the quality of the various aspects of Contractor's executed Work and report findings to Owner.

3.2.1.2 A/E has the authority to interpret Contract Documents and inspect the Work for compliance and conformance with the Contract. Except as referenced in Paragraph 3.1.5.2, Owner retains the sole authority to accept or reject Work and issue direction for correction, removal, or replacement of Work.

3.2.2 Clarifications and Interpretations. It may be determined that clarifications or interpretations of the Contract Documents are necessary. Upon direction by ODR, such clarifications or interpretations will be provided by A/E consistent with the intent of the Contract Documents. A/E will issue these clarifications with reasonable promptness to Contractor as A/E‟s supplemental instruction ("ASI") or similar instrument. If Contractor believes that such clarification or interpretation justifies an adjustment in the Contract Sum or the Contract Time, Contractor shall so notify Owner in accordance with the provisions of Article 11.

3.2.3 Limitations on Architect/Engineer Authority. A/E is not responsible for:

3.2.3.1 Contractor's means, methods, techniques, sequences, procedures, safety, or programs incident to the Project, nor will A/E supervise, direct, control or have authority over the same;

3.2.3.2 The failure of Contractor to comply with laws and regulations applicable to the furnishing or performing the Work;

3.2.3.3 Contractor's failure to perform or furnish the Work in accordance with the Contract Documents; or

3.2.3.4 Acts or omissions of Contractor, or of any other person or organization performing or furnishing any of the Work.

3.3 Contractor's General Responsibilities. Contractor is solely responsible for implementing the Work in full compliance with all applicable laws and the Contract Documents and shall supervise and direct the Work using the best skill and attention to assure that each element of the Work conforms to the Contract requirements. Contractor is solely responsible for all construction means, methods, techniques, safety, sequences, coordination and procedures.

3.3.1 Project Administration. Contractor shall provide Project administration for all Subcontractors, vendors, suppliers, and others involved in implementing the Work and shall coordinate administration efforts with those of A/E and ODR in accordance with these general conditions and other provisions of the Contract, and as outlined in the pre-construction conference.

3.3.2 Contractor's Management Personnel. Contractor shall employ a competent person or persons who will be present at the Project Site during the progress of the Work to supervise or oversee the work. The competent persons are subject to the approval of ODR. Contractor shall not change approved staff during the course of the project without the written approval of ODR unless the staff member leaves the employment of Contractor. Contractor shall provide additional quality control, safety and other staff as stated in the Supplementary General Conditions.

3.3.3 Labor. Contractor shall provide competent, suitably qualified personnel to survey, lay-out, and construct the Work as required by the Contract Documents and maintain good discipline and order at the Site at all times.

3.3.4 Services, Materials, and Equipment. Unless otherwise specified, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities, incidentals, and services necessary for the construction, performance, testing, start-up, inspection and completion of the Work.

3.3.5 Contractor General Responsibility. For Owner furnished equipment or material that will be in the care, custody, and control of Contractor, Contractor is responsible for damage or loss.

3.3.6 Non-Compliant Work. Should A/E and/or ODR identify Work as non-compliant with the Contract Documents, A/E and/or ODR shall communicate the finding to Contractor, and Contractor shall correct such Work at no additional cost to the Owner. The approval of Work by either A/E or ODR does not relieve Contractor from the obligation to comply with all requirements of the Contract Documents.

3.3.7 Subcontractors. Contractor shall not employ any Subcontractor, supplier or other person or organization, whether initially or as a substitute, against whom Owner shall have reasonable objection. Owner will communicate such objections in writing within ten (10) days of receipt of Contractor's intent to use such Subcontractor, supplier, or other person or organization. Contractor is not required to employ any Subcontractor, supplier or other person or organization to furnish any of the work to whom Contractor has reasonable objection. Contractor shall not substitute Subcontractors without the acceptance of Owner.

3.3.7.1 All Subcontracts and supply contracts shall be consistent with and bind the Subcontractors and suppliers to the terms and conditions of the Contract Documents including provisions of the Contract between Contractor and Owner.

3.3.7.2 Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor. Require all Subcontractors, suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with Owner only through Contractor. Contractor shall furnish to Owner a copy, at Owner's request, of each first-tier subcontract promptly after its execution. Contractor agrees that Owner has no obligation to review or approve the content of such contracts and that providing Owner such copies in no way relieves Contractor of any of the terms and conditions of the Contract, including, without limitation, any provisions of the Contract which require the Subcontractor to be bound to Contractor in the same manner in which Contractor is bound to Owner.

3.3.8 Continuing the Work. Contractor shall carry on the Work and adhere to the progress schedule during all disputes, disagreements, or alternative resolution processes with Owner. Contractor shall not delay or postpone any Work because of pending unresolved disputes, disagreements or alternative resolution processes, except as Owner and Contractor may agree in writing.

3.3.9 Cleaning. Contractor shall at all times, keep the Site and the Work clean and free from accumulation of waste materials or rubbish caused by the construction activities under the Contract. Contractor shall ensure that the entire Project is thoroughly cleaned prior to requesting Substantial Completion inspection and, again, upon completion of the Project prior to the final inspection.

3.3.10 Acts and Omissions of Contractor, its Subcontractors and Employees. Contractor shall be responsible for acts and omissions of his employees and all its Subcontractors, their agents and employees. Owner may, in writing, require Contractor to remove from the Project any of Contractor's or its Subcontractor's employees whom ODR finds to be careless, incompetent, unsafe, uncooperative, disruptive, or otherwise objectionable.

3.3.11 Indemnification of Owner. Contractor covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, Owner and the elected and appointed officials, employees, officers, directors, volunteers, and representatives of Owner, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death or property damage, made upon Owner directly or indirectly arising out of, resulting from or related to Contractor's activities under this Contract, including any acts or omissions of Contractor, or any agent, officer, director, representative, employee,

consultant or the Subcontractor of Contractor, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Contract. The indemnity provided for in this paragraph does not apply to any liability resulting from the negligence of the Owner, its officers or employees, separate contractors or assigned contractors, in instances where such negligence causes personal injury, death or property damage. IN THE EVENT CONTRACTOR AND OWNER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE STATE UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

3.3.11.1 The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

3.3.11.2 Contractor shall promptly advise Owner in writing of any claim or demand against Owner or against Contractor which involves Owner and known to Contractor and related to or arising out of Contractor's activities under this Contract.

3.3.12 Ancillary Areas. Operate and maintain operations and associated storage areas at the site of the Work in accordance with the following:

3.3.12.1 Confine all Contractor operations, including storage of materials and employee parking upon the Site of Work, to areas designated by Owner.

3.3.12.2 Contractor may erect, at its own expense, temporary buildings that will remain its property. Remove such buildings and associated utility service lines upon completion of the Work, unless Contractor requests and Owner provides written consent that it may abandon such buildings and utilities in place.

3.3.12.3 Use only established roadways or construct and use such temporary roadways as may be authorized by Owner. Do not allow load limits of vehicles to exceed the limits prescribed by appropriate regulations or law. Provide protection to road surfaces, curbs, sidewalks, trees, shrubbery, sprinkler systems, drainage structures and other like existing improvements to prevent damage and repair any damage thereto at the expense of Contractor.

3.3.12.4 Owner may restrict Contractor's entry to the Site to specifically assigned entrances and routes.

3.3.13 Separate Contracts. Owner reserves the right to award other contracts in connection with other portions of the Project under these same or substantially similar contract conditions, including those portions related to insurance and waiver of subrogation. Owner reserves the right to perform operations related to the Project with Owner's own forces.

3.3.14 Under a system of separate contracts, the conditions described herein continue to apply except as may be amended by change order.

3.3.15 Contractor shall cooperate with other contractors or forces employed on the Project by Owner, including providing access to Site and Project information as requested.

3.3.16 Owner shall be reimbursed by Contractor for costs incurred by Owner which are payable to a separate contractor because of delays, improperly timed activities, or defective construction by Contractor. Owner will equitably adjust the Contract by Change Order for costs incurred by Contractor because of delays, improperly timed activities, damage to the Work or defective construction by a separate contractor.

Article 4. Historically Underutilized Business (HUB) Subcontracting Plan

4.1 General Description. The purpose of the Historically Underutilized Business (HUB) program is to promote equal business opportunities for economically disadvantaged persons (as defined by Tex. Gov't Code, Chapter 2161) to contract with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB program annual procurement utilization goals are defined in 34 T.A.C. § 20.13(b).

4.1.1 State agencies are required by statute to make a good faith effort to assist HUBs in participating in contract awards issued by the State. 34 T.A.C. § 20.13(b) outlines the State's policy to encourage the utilization of HUBs in State contracting opportunities through race, ethnic and gender-neutral means.

4.1.2 A Contractor who contracts with the State in an amount of $100,000 or greater is required to make a good faith effort to award subcontracts to HUBs in accordance with 34 T.A.C. § 20.14(a)(2)(A) by submitting a HUB subcontracting plan within twenty-four (24) hours after the bid or response is due and complying with the HUB subcontracting plan after it is accepted by Owner and during the term of the Contract.

4.2 Compliance with Approved HUB Subcontracting Plan. Contractor, having been awarded this Contract in part by complying with the HUB program statute and rules, hereby covenants to continue to comply with the HUB program as follows:

4.2.1 Prior to adding or substituting a Subcontractor, promptly notify Owner in the event a change is required for any reason to the accepted HUB subcontracting plan.

4.2.2 Conduct the good-faith effort activities required and provide Owner with necessary documentation to justify approval of a change to the approved HUB subcontracting plan.

4.2.3 Cooperate in the execution of a Change Order or such other approval of the change in the HUB subcontracting plans as Contractor and Owner may agree to.

4.2.4 Maintain and make available to Owner upon request business records documenting compliance with the accepted HUB subcontracting plan.

4.2.5 Upon receipt of payment for performance of Work, submit to Owner a compliance report, in the format required by Owner that demonstrates Contractor's performance of the HUB subcontracting plan.

4.2.5.1 Progress Assessment Report (PAR): monthly compliance reports to Owner (contracting agency), verifying their compliance with the HUB subcontracting plan, including the use/expenditures they have made to Subcontractors. (The PAR is available at **http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls**).

426 Promptly and accurately explain and provide supplemental information to Owner to assist in Owner's investigation of Contractor's good-faith effort to fulfill the HUB subcontracting plan and the requirements under 34 T.A.C. § 20.14(a)(1).

43 Failure to Demonstrate Good-Faith Effort. Upon a determination by Owner that Contractor has failed to demonstrate a good-faith effort to fulfill the HUB subcontracting plan or any Contract covenant detailed above, Owner may, in addition to all other remedies available to it, report the failure to perform to the Comptroller of Public Accounts, Texas Procurement and Support Services Division, Historically Underutilized Business Program and may bar Contractor from future contracting opportunities with Owner.

Article 5. Bonds and Insurance

5.1 Construction Bonds. Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by Tex. Gov't Code, Chapter 2253. On Construction Manager-at-Risk and Design-Build Projects the Owner shall require a security bond, as described in Subsection 5.1.2 below.

5.1.1 Bond Requirements. Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to Owner, on Owner's form, and in compliance with the relevant provisions of the Texas Insurance Code. If any bond is for more than ten (10) percent of the surety's capital and surplus, Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized to do business in the State. A reinsurer may not reinsure for more than ten (10) percent of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, Contractor shall, within thirty (30) days after such loss, furnish a replacement bond at no added cost to Owner.

5.1.1.1 A Performance bond is required if the Contract Sum is in excess of $100,000. The performance bond is solely for the protection of Owner. The performance bond is to be for the Contract Sum to guarantee the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Office of the Attorney General of Texas. The performance bond shall be effective through Contractor's warranty period.

5.1.1.2 A Payment bond is required if the Contract price is in excess of $25,000. The payment bond is to be for the Contract Sum and is payable to Owner solely for the protection and use of payment bond beneficiaries. The form of the bond shall be approved by the Office of the Attorney General of Texas.

5.1.2 Security Bond. The security bond provides protection to Owner if Contractor presents an acceptable guaranteed maximum price ("GMP") to Owner and 1) fails to execute the GMP; or 2) fails to deliver the required payment and performance bonds within the time period stated below.

5.1.3 When Bonds Are Due

5.1.3.1 Security bonds are due within ten (10) days of signing a Construction Manager-at-Risk or Design-Build Contract.

5.1.3.2 Payment and performance bonds are due within ten (10) days of Contractor's receipt of a fully executed GMP on a Construction Manager-at-Risk project or the Contract Sum for a Design-Build

project, or within ten (10) days of Contractor's receipt of a fully executed Contract on competitively bid or competitive sealed proposal projects.

5.14 Power of Attorney. Each bond shall be accompanied by a valid power of attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney-in-fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

5.15 Bond Indemnification. The process of requiring and accepting bonds and making claims there under shall be conducted in compliance with Tex. Gov't Code, Chapter 2253. IF FOR ANY REASON A STATUTORY PAYMENT OR PERFORMANCE BOND IS NOT HONORED BY THE SURETY, CONTRACTOR SHALL FULLY INDEMNIFY AND HOLD OWNER HARMLESS OF AND FROM ANY COSTS, LOSSES, OBLIGATIONS OR LIABILITIES IT INCURS AS A RESULT.

5.16 Furnishing Bond Information. Owner shall furnish certified copies of the payment bond and the related Contract to any qualified person seeking copies who complies with Tex. Gov't Code § 2253.026.

5.17 Claims on Payment Bonds. Claims on payment bonds must be sent directly to Contractor and his surety in accordance with Tex. Gov't Code § 2253.041. All payment bond claimants are cautioned that no lien exists on the funds unpaid to Contractor on such Contract, and that reliance on notices sent to Owner may result in loss of their rights against Contractor and/or his surety. Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

5.18 Payment Claims when Payment Bond not Required. The rights of Subcontractors regarding payment are governed by Tex. Prop. Code §§ 53.231 – 53.239 when the value of the Contract between Owner and Contractor is less than $25,000.00. These provisions set out the requirements for filing a valid lien on funds unpaid to Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claim.

5.19 Sureties. A surety shall be listed on the US Department of the Treasury's Listing of Approved Sureties maintained by the Bureau of Financial Management Service (FMS), www.fms.treas.gov/c570, stating companies holding Certificates of Authority as acceptable sureties on Federal bonds and acceptable reinsuring companies (FMS Circular 570).

5.2 Insurance Requirements. Contractor shall carry insurance in the types and amounts indicated in this Article for the duration of the Contract. The insurance shall be evidenced by delivery to Owner of certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Upon request, Owner, and/or its agents, shall be entitled to receive without expense, copies of the policies and all endorsements. Contractor shall update all expired policies prior to submission for monthly payment. Failure to update policies shall be reason for withholding of payment until renewal is provided to Owner.

5.2.1 Contractor shall provide and maintain all insurance coverage with the minimum amounts described below until the end of the warranty period unless otherwise stated in Supplementary General Conditions or Special Conditions. Failure to maintain insurance coverage, as required, is grounds for suspension of Work for cause pursuant to Article 14.

5.2.2 Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or similar rating company or otherwise acceptable to Owner.

5.2.2.1 Insurance Coverage Required.

5.2.2.1.1 Workers‟ Compensation. Insurance with limits as required by the Texas Workers‟ Compensation Act, with the policy endorsed to provide a waiver of subrogation as to Owner, employer's liability insurance of not less than:

$100,000 each accident;

$100,000 disease each employee; and

$500,000 disease policy limit.

5.2.2.1.2 Commercial General Liability Insurance. Including premises, operations, independent contractor's liability, products and completed operations and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, fully insuring Contractor's liability for bodily injury (including death) and property damage with a minimum limit of:

$1,000,000 per occurrence;

$2,000,000 general aggregate;

$2,000,000 products and completed operations aggregate; and

Coverage shall be on an "occurrence" basis.

The policy shall include coverage extended to apply to completed operations and explosion, collapse, and underground hazards. The policy shall include endorsement CG2503 Amendment of Aggregate Limits of Insurance (per Project) or its equivalent.

If the Work involves any activities within fifty (50) feet of any railroad, railroad protective insurance as may be required by the affected railroad, written for not less than the limits required by such railroad.

5.2.2.1.3 Asbestos Abatement Liability Insurance, including coverage for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos containing materials. *This requirement applies if the Work or the Project includes asbestos containing materials.

The combined single limit for bodily injury and property damage will be a minimum of $1,000,000 per occurrence.

*Specific requirement for claims-made form: Required period of coverage will be determined by the following formula: continuous coverage for life of the Contract, plus one (1) year (to provide coverage for the warranty period), and an extended discovery period for a minimum of five (5) years which shall begin at the end of the warranty period.

Employer's liability limits for asbestos abatement will be:

$500,000 each accident;

$500,000 disease each employee; and

$500,000 disease policy limit.

If this Contract is for asbestos abatement only, the all-risk builder's risk or all-risk installation floater (e) is not required.

5.2.2.1.4 Comprehensive Automobile Liability Insurance, covering owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage of $1,000,000 per occurrence. No aggregate shall be permitted for this type of coverage.

Such insurance is to include coverage for loading and unloading hazards.

5.2.2.1.5 All-Risk Builder's Risk Insurance, if applicable (or all-risk installation floater for instances in which the project involves solely the installation of material and/or equipment). Coverage shall be all-risk, including, but not limited to, fire, extended coverage, vandalism and malicious mischief, theft and, if applicable, flood, earth movement and named storm. Builder's risk and installation floater limits shall be equal to 100 percent of the Contract Sum plus, if any, existing property and Owner-furnished equipment specified by Owner. The policy shall be written jointly in the names of Owner and Contractor. Subcontractors shall be named as additional insureds. The policy shall have endorsements as follows:

5.2.2.1.5.1 This insurance shall be specific as to coverage and not contributing insurance with any permanent insurance maintained on the property.

5.2.2.1.5.2 This insurance shall not contain an occupancy clause suspending or reducing coverage should Owner partially occupy the Site and before the parties have determined Substantial Completion.

5.2.2.1.5.3 Loss, if any, shall be adjusted with and made payable to Owner as trustee for the insureds as their interests may appear. Owner shall be named as loss payee.

5.2.2.1.5.4 For renovation projects or projects that involve portions of Work contained within an existing structure, refer to Supplementary General and Special Conditions for possible additional builder's risk insurance requirements.

5.2.2.1.5.5 For Owner furnished equipment or materials that will be in care, custody or control of Contractor, Contractor will be responsible for damage and loss.

5.2.2.1.5.6 For those properties located within a Tier 1 or 2 windstorm area, named storm coverage must be provided with limits specified by Owner.

5.2.2.1.5.7 For those properties located in flood prone areas, flood insurance coverage must be provided with limits specified by Owner.

5.2.2.1.5.8 Builder's risk insurance policy shall remain in effect until Substantial Completion.

5.2.2.1.6 "Umbrella" Liability Insurance. Contractor shall obtain, pay for and maintain umbrella liability insurance during the Contract term, insuring Contractor for an amount of not less than amount specified in the Supplementary General Conditions or Special Conditions that provides coverage at least as broad as and applies in excess and follows form of the primary liability coverages required hereinabove. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted.

5.2.3 Policies must include the following clauses, as applicable:

5.2.3.1 This insurance shall not be canceled, materially changed, or non-renewed except after thirty (30) days written notice has been given to Owner.

5.2.3.2 It is agreed that Contractor's insurance shall be deemed primary with respect to any insurance or self-insurance carried by Owner for liability arising out of operations under the Contract with Owner.

5.2.3.3 Owner, its officials, directors, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured performed under Contract with Owner. The additional insured status must cover completed operations as well. This is not applicable to workers" compensation policies.

5.2.3.4 A waiver of subrogation in favor of Owner shall be provided in all policies.

524 Without limiting any of the other obligations or liabilities of Contractor, Contractor shall require each Subcontractor performing work under the Contract, at Subcontractor's own expense, to maintain during the term of the Contract, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown above. As an alternative, Contractor may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. Contractor's certificate of insurance shall note in such event that Subcontractors are included as additional insureds and that Contractor agrees to provide workers" compensation for Subcontractors and their employees. Contractor shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. Contractor must retain the certificates of insurance for the duration of the Contract plus five (5) years and shall have the responsibility of enforcing these insurance requirements among its Subcontractors. Owner shall be entitled, upon request and without expense, to receive copies of these certificates.

525 Workers" compensation insurance coverage must meet the statutory requirements of Tex. Lab. Code § 401.011(44) and specific to construction projects for public entities as required by Tex. Lab. Code § 406.096.

Article 6. Construction Documents, Coordination Documents, and Record Documents

6.1 Drawings and Specifications.

6.1.1 Copies Furnished. Contractor will be furnished, free of charge, the number of complete sets of the Drawings, Specifications, and Addenda as provided in the Supplementary General Conditions or Special Conditions. Additional complete sets of Drawings and Specifications, if requested, will be furnished at reproduction cost to the one requesting such additional sets. Electronic copies of such documents will be provided to Contractor without charge.

6.1.2 Ownership of Drawings and Specifications. All Drawings, Specifications and copies thereof furnished by A/E are to remain A/E‟s property. These documents are not to be used on any other project, and with the exception of the Contract record set and electronic versions needed for warranty operations, are to be returned to the A/E, upon request, following completion of the Work.

6.1.3 Interrelation of Documents. The Contract Documents as referenced in the Contract between Owner and Contractor are complimentary, and what is required by one shall be as binding as if required by all.

6.1.4 Resolution of Conflicts in Documents. Where conflicts may exist within the Contract Documents, the documents shall govern in the following order: (a) Change Orders, addenda, and written amendments to the Contract; (b) the Contract; (c) Drawings; (d) Specifications (but Specifications shall control over Drawings as to quality of materials); and (e) other Contract Documents. Among other categories of documents having the same order of precedence, the term or provision that includes the latest date shall control. Contractor shall notify A/E and ODR for resolution of the issue prior to executing the Work in question.

6.1.5 Contractor’s Duty to Review Contract Documents. In order to facilitate its responsibilities for completion of the Work in accordance with and as reasonably inferable from the Contract Documents, prior to commencing the Work, Contractor shall examine and compare the Contract Documents, information furnished by Owner, relevant field measurements made by Contractor and any visible or reasonably anticipated conditions at the Site affecting the Work. This duty extends throughout the construction phase prior to commencing each particular work activity and/or system installation.

6.1.6 Discrepancies and Omissions in Drawings and Specifications.

6.1.6.1 Promptly report to ODR and to A/E the discovery of any apparent error, omission or inconsistency in the Contract Documents prior to execution of the Work.

6.1.6.2 It is recognized that Contractor is not acting in the capacity of a licensed design professional, unless it is performing as a Design-Build firm.

6.1.6.3 It is further recognized that Contractor's examination of Contract Documents is to facilitate construction and does not create an affirmative responsibility to detect errors, omissions or inconsistencies or to ascertain compliance with applicable laws, building codes or regulations, unless it is performing as a Design-Build firm or a Construction Manager-at-Risk.

6.1.6.4 When performing as a Design-Build firm, Contractor has sole responsibility for discrepancies, errors, and omissions in the Drawings and Specifications.

6.1.6.5 When performing as a Construction Manager-at-Risk, Contractor has a shared responsibility with A/E for discovery and resolution of discrepancies, errors, and omissions in the Contract Documents. In such case, Contractor's responsibility pertains to review, coordination, and recommendation of resolution strategies within budget constraints.

6.1.6.6 Contractor has no liability for errors, omissions, or inconsistencies unless Contractor knowingly failed to report a recognized problem to Owner or the Work is executed under a Design-Build or Construction Manager-at-Risk Contract as outlined above. Should Contractor fail to perform the examination and reporting obligations of these provisions, Contractor is responsible for avoidable costs and direct and/or consequential damages.

6.2 Requirements for Record Documents. Contractor shall:

6.2.1 Maintain at the Site one copy of all Drawings, Specifications, addenda, approved submittals, Contract modifications, and all Project correspondence. Keep current and maintain Drawings and Specifications in good order with postings and markings to record actual conditions of Work and show and reference all changes made during construction. Provide Owner and A/E access to these documents.

6.2.2 Maintain this record set of Drawings and Specifications which reflect the actual field conditions and representations of the Work performed, whether it be directed by addendum, Change Order or otherwise. Make available all records prescribed herein for reference and examination by Owner and its representatives and agents.

6.2.3 Update the Record Documents at least monthly prior to submission of periodic partial pay estimates. Failure to maintain current Record Documents constitutes cause for denial of a progress payment otherwise due.

6.2.4 Prior to requesting Substantial Completion inspection Contractor shall furnish a copy of its marked-up Record Documents and a preliminary copy of each instructional manual, maintenance and operating manual, parts catalog, wiring diagrams, spare parts, specified written warranties and like publications, or parts for all installed equipment, systems, and like items and as described in the Contract Documents.

6.2.5 Once determined acceptable by ODR with input from A/E, provide one (1) reproducible copy and one (1) electronic media copy of all Record Documents, unless otherwise required by the Supplementary General Conditions or Special Conditions.

6.2.6 Contractor shall be responsible for updating the Record Documents for all Contractor initiated documents and changes to the Contract Documents due to coordination and actual field conditions, including RFIs.

6.2.7 A/E shall be responsible for updating the Record Documents for any addenda, Change Orders, A/E supplemental instructions and any other alterations to the Contract Documents generated by A/E or Owner.

Article 7. Construction Safety

7.1 General. It is the duty and responsibility of Contractor and all of its Subcontractors to be familiar with, enforce and comply with all requirements of Public Law No. 91- 596, 29 U.S.C. § 651 et. seq., the Occupational Safety and Health Act of 1970, (OSHA) and all amendments thereto. Contractor shall prepare a safety plan specific to the Project and submit it to ODR and A/E prior to commencing Work. In addition, Contractor and all of its Subcontractors shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property to protect them from damage, injury or loss and erect and maintain all necessary safeguards for such safety and protection.

7.2 Notices. Contractor shall provide notices as follows:

7.2.1 Notify owners of adjacent property including those that own or operate utility services and/or underground facilities, and utility owners, when prosecution of the Work may affect them or their facilities, and cooperate with them in the protection, removal, relocation and replacement, and access to their facilities and/or utilities.

7.2.2 Coordinate the exchange of material safety data sheets (MSDSs) or other hazard communication information required to be made available to or exchanged between or among employers at the site in connection with laws and regulations. Maintain a complete file of MSDSs for all materials in use on site throughout the construction phase and make such file available to Owner and its agents as requested.

7.3 Emergencies. In any emergency affecting the safety of persons or property, Contractor shall act to minimize, mitigate, and prevent threatened damage, injury or loss.

7.3.1 Have authorized agents of Contractor respond immediately upon call at any time of day or night when circumstances warrant the presence of Contractor to protect the Work or adjacent property from damage or to take such action pertaining to the Work as may be necessary to provide for the safety of the public.

7.3.2 Give ODR and A/E prompt notice of all such events.

7.3.3 If Contractor believes that any changes in the Work or variations from Contract Documents have been caused by its emergency response, promptly notify Owner within seventy-two (72) hours of the emergency response event.

7.3.4 Should Contractor fail to respond, Owner is authorized to direct other forces to take action as necessary and Owner may deduct any cost of remedial action from funds otherwise due Contractor.

7.4 Injuries. In the event of an incident or accident involving outside medical care for an individual on or near the Work, Contractor shall notify ODR and other parties as may be directed promptly, but no later than twenty-four (24) hours after Contractor learns that an event required medical care.

7.4.1 Record the location of the event and the circumstances surrounding it, by using photography or other means, and gather witness statements and other documentation which describes the event.

7.4.2 Supply ODR and A/E with an incident report no later than thirty-six (36) hours after the occurrence of the event. In the event of a catastrophic incident (one (1) fatality or three (3) workers hospitalized), barricade and leave intact the scene of the incident until all investigations are complete. A full set of incident investigation documents, including facts, finding of cause, and remedial plans shall be provided within one (1) week after occurrence, unless otherwise directed by legal counsel. Contractor shall provide ODR with written notification within one week of such catastrophic event if legal counsel delays submission of full report.

7.5 Environmental Safety. Upon encountering any previously unknown potentially hazardous material, or other materials potentially contaminated by hazardous material, Contractor shall immediately stop work activities impacted by the discovery, secure the affected area, and notify ODR immediately.

7.5.1 Bind all Subcontractors to the same duty.

7.5.2 Upon receiving such notice, ODR will promptly engage qualified experts to make such investigations and conduct such tests as may be reasonably necessary to determine the existence or extent of any environmental hazard. Upon completion of this investigation, ODR will issue a written report to Contractor identifying the material(s) found and indicate any necessary steps to be taken to treat, handle, transport or dispose of the material.

7.5.3 Owner may hire third-party Contractors to perform any or all such steps.

7.5.4 Should compliance with ODR's instructions result in an increase in Contractor's cost of performance, or delay the Work, Owner will make an equitable adjustment to the Contract Sum and/or the time of completion, and modify the Contract in writing accordingly.

7.6 Trenching Plan. When the project requires excavation which either exceeds a depth of four (4) feet, or results in any worker's upper body being positioned below grade level, Contractor is required to submit a trenching plan to ODR prior to commencing trenching operations unless an engineered plan is part of the Contract Documents. The plan is required to be prepared and sealed by a professional engineer registered in the State of Texas, and hired or employed by Contractor or Subcontractor to perform the work. Said engineer cannot be anyone who is otherwise either directly or indirectly engaged on this project.

Article 8. Quality Control

8.1 Materials & Workmanship. Contractor shall execute Work in a good and workmanlike matter in accordance with the Contract Documents. Contractor shall develop and provide a quality control plan specific to this Project and acceptable to Owner. Where Contract Documents do not specify quality standards, complete and construct all Work in compliance with generally accepted construction industry standards. Unless otherwise specified, incorporate all new materials and equipment into the Work under the Contract.

8.2 Testing.

8.2.1 Owner is responsible for coordinating and paying for routine and special tests required to confirm compliance with quality and performance requirements, except as stated below or otherwise required by the Contract Documents. Contractor shall provide the following testing:

8.2.1.1 Any test of basic material or fabricated equipment included as part of a submittal for a required item in order to establish compliance with the Contract Documents.

8.2.1.2 Any test of basic material or fabricated equipment offered as a substitute for a specified item on which a test may be required in order to establish compliance with the Contract Documents.

8.2.1.3 Preliminary, start-up, pre-functional and operational testing of building equipment and systems as necessary to confirm operational compliance with requirements of the Contract Documents.

8.2.1.4 All subsequent tests on original or replaced materials conducted as a result of prior testing failure.

8.2.2 All testing shall be performed in accordance with standard test procedures by an accredited laboratory, or special consultant as appropriate, acceptable to Owner. Results of all tests shall be provided promptly to ODR, A/E, and Contractor.

8.2.3 Non-Compliance (Test Results). Should any of the tests indicate that a material and/or system does not comply with the Contract requirements, the burden of proof remains with Contractor, subject to:

8.2.3.1 Contractor selection and submission of the laboratory for Owner acceptance.

8.2.3.2 Acceptance by Owner of the quality and nature of tests.

8.2.3.3 All tests taken in the presence of A/E and/or ODR, or their representatives.

8.2.3.4 If tests confirm that the material/systems comply with Contract Documents, Owner will pay the cost of the test.

8.2.3.5 If tests reveal noncompliance, Contractor will pay those laboratory fees and costs of that particular test and all future tests, of that failing Work, necessary to eventually confirm compliance with Contract Documents.

8.2.3.6 Proof of noncompliance with the Contract Documents will make Contractor liable for any corrective action which ODR determines appropriate, including complete removal and replacement of non-compliant work or material.

8.2.4 Notice of Testing. Contractor shall give ODR and A/E timely notice of its readiness and the date arranged so ODR and A/E may observe such inspection, testing, or approval.

8.2.5 Test Samples. Contractor is responsible for providing Samples of sufficient size for test purposes and for coordinating such tests with their Work Progress Schedule to avoid delay.

8.2.6 Covering Up Work. If Contractor covers up any Work without providing Owner an opportunity to inspect, Contractor shall, if requested by ODR, uncover and recover the work at Contractor's expense.

8.3 Submittals.

8.3.1 Contractor's Submittals. Contractor shall submit with reasonable promptness consistent with the Project schedule and in orderly sequence all Shop Drawings, Samples, or other information required by the Contract Documents, or subsequently required by Change Order. Prior to submitting, Contractor shall review each submittal for general compliance with Contract Documents and approve submittals for review by A/E and Owner by an approval stamp affixed to each copy. Submittal data presented without Contractor's stamp will be returned without review or comment, and any delay resulting from failure is Contractor's responsibility.

8.3.1.1 Contractor shall within twenty-one (21) days of the effective date of the Notice To Proceed with construction, submit to ODR and A/E, a submittal schedule/register, organized by specification section, listing all items to be furnished for review and approval by A/E and Owner. The list shall include Shop Drawings, manufacturer's literature, certificates of compliance, materials Samples, materials colors, guarantees, and all other items identified throughout the Specifications.

8.3.1.2 Contractor shall indicate the type of item, Contract requirements reference, and Contractor's scheduled dates for submitting the item along with the requested dates for approval answers from A/E and Owner. The submittal register shall indicate the projected dates for procurement of all included items and shall be updated at least monthly with actual approval and procurement dates. Contractor's Submittal Register must be reasonable in terms of the review time for complex submittals. Contractor's submittal schedule must be consistent with the Work Progress Schedule and identify critical submittals. Show and allow a minimum of fifteen (15) days duration after receipt by A/E and ODR for review and approval. If re- submittal required, allow a minimum of an additional fifteen (15) days for review. Submit the updated Submittal Register with each request for progress payment. Owner may establish routine review procedures and schedules for submittals at the preconstruction conference and/or elsewhere in the Contract Documents. If Contractor fails to update and provide the Submittal Register as required, Owner may, after seven (7) days' notice to Contractor withhold a reasonable sum of money that would otherwise be due Contractor.

8.3.1.3 Contractor shall coordinate the Submittal Register with the Work Progress Schedule. Do not schedule Work requiring a submittal to begin prior to scheduling review and approval of the related submittal. Revise and/or update both schedules monthly to ensure consistency and current project data. Provide to ODR the updated Submittal Register and schedule with each application for progress payment. Refer to requirements for the Work Progress Schedule for inclusion of procurement activities therein. Regardless, the Submittal Register shall identify dates submitted and returned and shall be used to confirm status and disposition of particular items submitted, including approval or other action taken and other information not conveniently tracked through the Work Progress Schedule.

8.3.1.4 By submitting Shop Drawings, Samples or other required information, Contractor represents that it has determined and verified all applicable field measurements, field construction criteria, materials, catalog numbers and similar data; and has checked and coordinated each Shop Drawing and Sample with the requirements of the Work and the Contract Documents.

8.3.2 Review of Submittals. A/E and ODR review is only for conformance with the design concept and the information provided in the Contract Documents. Responses to submittals will be in writing. The approval of a separate item does not indicate approval of an assembly in which the item functions. The approval of a submittal does not relieve Contractor of responsibility for any

deviation from the requirements of the Contract unless Contractor informs A/E and ODR of such deviation in a clear, conspicuous, and written manner on the submittal transmittal and at the time of submission, and obtains Owner's written specific approval of the particular deviation.

8.3.3 Correction and Resubmission. Contractor shall make any corrections required to a submittal and resubmit the required number of corrected copies promptly so as to avoid delay, until submittal approval. Direct attention in writing to A/E and ODR, when applicable, to any new revisions other than the corrections requested on previous submissions.

8.3.4 Limits on Shop Drawing Review. Contractor shall not commence any Work requiring a submittal until review of the submittal under Subsection 8.3.2. Construct all such work in accordance with reviewed submittals. Comments incorporated as part of the review in Subsection 8.3.2 of Shop Drawings and Samples is not authorization to Contractor to perform extra work or changed work unless authorized through a Change Order. A/E's and ODR's review, if any, does not relieve Contractor from responsibility for defects in the Work resulting from errors or omissions of any kind on the submittal, regardless of any approval action.

8.3.5 No Substitutions Without Approval. ODR and A/E may receive and consider Contractor's request for substitution when Contractor agrees to reimburse Owner for review costs and satisfies the requirements of this section. If Contractor does not satisfy these conditions, ODR and A/E will return the request without action except to record noncompliance with these requirements. Owner will not consider the request if Contractor cannot provide the product or method because of failure to pursue the Work promptly or coordinate activities properly. Contractor's request for a substitution may be considered by ODR and A/E when:

8.3.5.1 The Contract Documents do not require extensive revisions; and

8.3.5.2 Proposed changes are in keeping with the general intent of the Contract Documents and the design intent of A/E and do not result in an increase in cost to Owner; and

8.3.5.3 The request is timely, fully documented, properly submitted and one or more of the following apply:

8.3.5.3.1 Contractor cannot provide the specified product, assembly or method of construction within the Contract Time;

8.3.5.3.2 The request directly relates to an "or-equal" clause or similar language in the Contract Documents;

8.3.5.3 The request directly relates to a "product design standard" or "performance standard" clause in the Contract Documents;

8.3.5.4 The requested substitution offers Owner a substantial advantage in cost, time, energy conservation or other considerations, after deducting additional responsibilities Owner must assume;

8.3.5.5 The specified product or method of construction cannot receive necessary approval by an authority having jurisdiction, and ODR can approve the requested substitution;

8.3.5.6 Contractor cannot provide the specified product, assembly or method of construction in a manner that is compatible with other materials and where Contractor certifies that the substitution will overcome the incompatibility;

8.3.5.7 Contractor cannot coordinate the specified product, assembly or method of construction with other materials and where Contractor certifies they can coordinate the proposed substitution; or

8.3.5.8 The specified product, assembly or method of construction cannot provide a warranty required by the Contract Documents and where Contractor certifies that the proposed substitution provides the required warranty.

8.3.6 Unauthorized Substitutions at Contractor's Risk. Contractor is financially responsible for any additional costs or delays resulting from unauthorized substitution of materials, equipment or fixtures other than those specified. Contractor shall reimburse Owner for any increased design or contract administration costs resulting from such unauthorized substitutions.

8.4 Field Mock-up.

8.4.1 Mock-ups shall be constructed prior to commencement of a specified scope of work to confirm acceptable workmanship.

8.4.1.1 As a minimum, field mock-ups shall be constructed for roofing systems, exterior veneer / finish systems, glazing systems, and any other Work requiring a mock-up as identified throughout the Contract Documents. Mock-ups for systems not part of the Project scope shall not be required.

8.4.1.2 Mock-ups may be incorporated into the Work if allowed by the Contract Documents and if acceptable to ODR. If mock-ups are freestanding, they shall remain in place until otherwise directed by Owner.

8.4.1.3 Contractor shall include field mock-ups in their Work Progress Schedule and shall notify ODR and A/E of readiness for review sufficiently in advance to coordinate review without delay.

8.5 Inspection During Construction.

8.5.1 Contractor shall provide sufficient, safe, and proper facilities, including equipment as necessary for safe access, at all reasonable times for observation and/or inspection of the Work by Owner and its agents.

8.5.2 Contractor shall not cover up any Work with finishing materials or other building components prior to providing Owner and its agents an opportunity to perform an inspection of the Work.

8.5.2.1 Should corrections of the Work be required for approval, Contractor shall not over up corrected Work until Owner indicates approval.

8.5.2.2 Contractor shall provide notification of at least five (5) working days or otherwise as mutually agreed, to ODR of the anticipated need for a cover-up inspection. Should ODR fail to make the necessary inspection within the agreed period, Contractor may proceed with cover-up Work, but is not relieved of responsibility for Work to comply with requirements of the Contract Documents.

Article 9. Construction Schedules

9.1 Contract Time. **TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT**. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time as otherwise agreed to in writing will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract Documents. If Contractor fails to achieve Final Completion in a reasonable time after Substantial Completion, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.

9.2 Notice to Proceed. Owner will issue a Notice to Proceed which shall state the dates for beginning Work and for achieving Substantial Completion of the Work.

9.3 Work Progress Schedule. Refer to Supplementary General Conditions or Special Conditions for additional schedule requirements. Unless indicated otherwise in those documents, Contractor shall submit their initial Work Progress Schedule for the Work in relation to the entire Project not later than twenty-one (21) days after the effective date of the Notice to Proceed to ODR and A/E. Unless otherwise indicated in the Contract Documents, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

9.3.1 Schedule Requirements. Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

9.3.1.1 Contractor shall re-submit initial schedule as required to address review comments from A/E and ODR until such schedule is accepted as the Baseline Schedule.

9.3.1.2 Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

9.3.2 Schedule Updates. Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit paper and electronic copies of the update to A/E and ODR as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to A/E via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to ODR and shall not be incorporated into the revised Baseline Schedule without ODR"s consent.

9.3.3 The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

9.3.3.1 Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.

9.3.3.2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.

9.3.3.3 Contractor's scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

9.4 Ownership of Float. Unless indicated otherwise in the Contract Documents, Contractor shall develop its schedule, pricing, and execution plan to provide a minimum of ten (10) percent total float at acceptance of the Baseline Schedule. Float time contained in the Work Progress Schedule is not for the exclusive benefit of Contractor or Owner, but belongs to the Project and may be consumed by either party as needed on a first-used basis.

9.5 Completion of Work. Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

9.5.1 If, in the judgment of Owner, the work is behind schedule and the rate of placement of work is inadequate to regain scheduled progress to ensure timely completion of the entire work or a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:

9.5.1.1 An increase in working forces.

9.5.1.2 An increase in equipment or tools.

9.5.1.3 An increase in hours of work or number of shifts.

9.5.1.4 Expedite delivery of materials.

9.5.1.5 Other action proposed if acceptable to Owner.

9.5.2 Within ten (10) days after such notice from ODR, Contractor shall notify ODR in writing of the specific measures taken and/or planned to increase the rate of progress. Contactor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should ODR deem the plan of action inadequate, Contractor shall take additional steps or make adjustments as necessary to its plan of action until it meets with ODR"s approval.

9.6 Modification of the Contract Time.

9.6.1 Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in Article 11.

9.6.2 When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities, or which only consume float without delaying the project Substantial Completion date(s).

9.6.2.1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather and related site conditions prevent Contractor from performing seven (7) continuous hours of Work between the hours of 7:00 a.m. and 6:00 p.m. Weather days are excusable delays. When weather conditions at

the site prevent work from proceeding, Contractor shall immediately notify ODR for confirmation of the conditions. At the end of each calendar month, submit to ODR and A/E a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by ODR, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a ULCO for fair and reasonable time extension.

9.6.2.2 Excusable Delay. Contractor is entitled to an equitable adjustment of the Contract Time, issued via change order, for delays caused by the following:

9.6.2.2.1 Errors, omissions and imperfections in design, which A/E corrects by means of changes in the Drawings and Specifications.

9.6.2.2.2 Unanticipated physical conditions at the Site, which A/E corrects by means of changes to the Drawings and Specifications or for which ODR directs changes in the Work identified in the Contract Documents.

9.6.2.2.3 Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by ODR or recommended by A/E and ordered by ODR.

9.6.2.2.4 Suspension of Work for unexpected natural events (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.

9.6.2.2.5 Suspension of Work for convenience of ODR, which prevents Contractor from completing the Work within the Contract Time.

9.6.3 Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in Subparagraph 9.6.2.2.4 and within the reasonable control of Owner, the Contract price and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of Article 11.

9.7 No Damages for Delay. Contractor has no claim for monetary damages for delay or hindrances to the work from any cause, including without limitation any act or omission of Owner.

9.8 Concurrent Delay. When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may not be entitled to a time extension for the period of concurrent delay.

9.9 Other Time Extension Requests. Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by Paragraph 9.6.2.1 above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give ODR written notice, stating the nature of the delay and the activities potentially affected, within five (5) days after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

9.9.1 Within ten (10) days after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in Article 11.

9.9.2 No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.

9.9.3 Contents of Time Extension Requests. Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

9.9.3.1 The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.

9.9.3.2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.

9.9.3.3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

9.9.4 Owner's Response. Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.

9.9.4.1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.

9.9.4.2 Owner will respond to each properly submitted Time Extension Request within fifteen (15) days following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than fifteen (15) additional days to prepare a final response. If Owner fails to respond within forty-five (45) days from the date the Time Extension Request is received, Contractor is entitled to a time extension in the amount requested.

9.10 Failure to Complete Work Within the Contract Time. **TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT.** Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in the Contract Documents.

9.11 Liquidated Damages. Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Supplementary General Conditions or Special Conditions.

Article 10. Payments

10.1 Schedule of Values. Contractor shall submit to ODR and A/E for acceptance a Schedule of Values accurately itemizing material and labor for the various classifications of the Work based on the organization of the specification sections and of sufficient detail acceptable to ODR. The accepted Schedule of Values will be the basis for the progress payments under the Contract.

10.1.1 No progress payments will be made prior to receipt and acceptance of the Schedule of Values, provided in such detail as required by ODR, and submitted not less than twenty-one (21) days prior to the first request for payment. The Schedule of Values shall follow the order of trade divisions of the Specifications and include itemized costs for general conditions, costs for preparing close out documents, fees, contingencies, and Owner cash allowances, if applicable, so that the sum of the items will equal the Contract price. As appropriate, assign each item labor and/or material values, the subtotal thereof equaling the value of the work in place when complete.

10.1.1.1 Owner requires that the Work items be inclusive of the cost of the Work items only. Any contract markups for overhead and profit, general conditions, etc., shall be contained within separate line items for those specific purposes which shall be divided into at least two (2) lines, one (1) for labor and one (1) for materials.

10.1.2 Contractor shall retain a copy of all worksheets used in preparation of its bid or proposal, supported by a notarized statement that the worksheets are true and complete copies of the documents used to prepare the bid or proposal. Make the worksheets available to ODR at the time of Contract execution. Thereafter Contractor shall grant Owner during normal business hours access to said copy of worksheets at any time during the period commencing upon execution of the Contract and ending one year after final payment.

10.2. Progress Payments. Contractor will receive periodic progress payments for Work performed, materials in place, suitably stored on Site, or as otherwise agreed to by Owner and Contractor. Payment is not due until receipt by ODR or his designee of a correct and complete Pay Application in electronic and/or hard copy format as set forth in Supplementary General Conditions, Special Conditions, and certified by A/E. Progress payments are made provisionally and do not constitute acceptance of work not in accordance with the Contract Documents. Owner will not process progress payment applications for Change Order Work until all parties execute the Change Order.

10.2.1 Preliminary Pay Worksheet. Once each month that a progress payment is to be requested, the Contractor shall submit to A/E and ODR a complete, clean copy of a preliminary pay worksheet or preliminary pay application, to include the following:

10.2.1.1 Contractor's estimate of the amount of Work performed, labor furnished and materials incorporated into the Work, using the established Schedule of Values;

10.2.1.2 An updated Work Progress Schedule including the executive summary and all required schedule reports;

10.2.1.3 HUB subcontracting plan Progress Assessment Report as required in Paragraph 4.2.5.1;

10.2.1.4 Such additional documentation as Owner may require as set forth in the Supplementary General Conditions or elsewhere in the Contract Documents; and

10.2.1.5 Construction payment affidavit.

10.2.2 Contractor's Application for Payment. As soon as practicable, but in no event later than seven (7) days after receipt of the preliminary pay worksheet, A/E and ODR will meet with Contractor to review the preliminary pay worksheet and to observe the condition of the Work. Based on this review, ODR and A/E may require modifications to the preliminary pay worksheet prior to the submittal of an Application for Payment, and will promptly notify Contractor of revisions necessary for approval. As soon as practicable, Contractor shall submit its Application for Payment on the appropriate and completed form, reflecting the required modifications to the Schedule of Values required by A/E and/or ODR. Attach all additional documentation required by ODR and/or A/E, as well as an affidavit affirming that all payrolls, bills for labor, materials, equipment, subcontracted work and other indebtedness connected with Contractor's Application for Payment are paid or will be paid within the time specified in Tex. Gov't Code, Chapter 2251. No Application for Payment is complete unless it fully reflects all required modifications, and attaches all required documentation including Contractor's affidavit.

10.2.3 Certification by Architect/Engineer. Within five (5) days or earlier following A/E's receipt of Contractor's formal Application for Payment, A/E will review the Application for Payment for completeness, and forward it to ODR. A/E will certify that the application is complete and payable, or that it is incomplete, stating in particular what is missing. If the Application for Payment is incomplete, Contractor shall make the required corrections and resubmit the Application for Payment for processing.

10.3 Owner's Duty to Pay. Owner has no duty to pay the Contractor except on receipt by ODR of: 1) a complete Application for Payment certified by A/E; 2) Contractor's updated Work Progress Schedule; and 3) confirmation that Contractor's record documentation at the Site is kept current.

10.3.1 Payment for stored materials and/or equipment confirmed by Owner and A/E to be on-site or otherwise properly stored is limited to eighty-five (85) percent of the invoice price or eighty-five (85) percent of the scheduled value for the materials or equipment, whichever is less.

10.3.2 Retainage. Owner will withhold from each progress payment, as retainage, five (5) percent of the total earned amount, the amount authorized by law, or as otherwise set forth in the Supplementary General Conditions or Special Conditions. Retainage is managed in conformance with Tex. Gov't Code, Chapter 2252, Subchapter B.

10.3.2.1 Contractor shall provide written consent of its surety for any request for reduction or release of retainage.

10.3.2.2 At least sixty-five (65) percent of the Contract, or such other discrete Work phase as set forth in Subsection 12.1.6 or Work package delineated in the Contract Documents, must be completed before Owner can consider a retainage reduction or release.

10.3.2.3 Contractor shall not withhold retainage from their Subcontractors and suppliers in amounts that are any percentage greater than that withheld in its Contract with Owner under this subsection, unless otherwise acceptable to Owner.

10.3.3 Price Reduction to Cover Loss. Owner may reduce any Application for Payment, prior to payment to the extent necessary to protect Owner from loss on account of actions of Contractor including, but not limited to, the following:

10.3.3.1 Defective or incomplete Work not remedied;

10.3.3.2 Damage to Work of a separate Contractor;

10.3.3.3 Failure to maintain scheduled progress or reasonable evidence that the Work will not be completed within the Contract Time;

10.3.3.4 Persistent failure to carry out the Work in accordance with the Contract Documents;

10.3.3.5 Reasonable evidence that the Work cannot be completed for the unpaid portion of the Contract Sum;

10.3.3.6 Assessment of fines for violations of prevailing wage rate law; or

10.3.3.7 Failure to include the appropriate amount of retainage for that periodic progress payment.

10.3.4 Title to all material and Work covered by progress payments transfers to Owner upon payment.

10.3.4.1 Transfer of title to Owner does not relieve Contractor and its Subcontractors of the sole responsibility for the care and protection of materials and Work upon which payments have been made until final acceptance, or the restoration of any damaged Work, or waive the right of Owner to require the fulfillment of all the terms of the Contract.

10.4 Progress Payments. Progress payments to Contractor do not release Contractor or its surety from any obligations under the Contract.

10.4.1 Upon Owner's request, Contractor shall furnish manifest proof of the status of Subcontractor's accounts in a form acceptable to Owner.

10.4.2 Pay estimate certificates must be signed by a corporate officer or a representative duly authorized by Contractor.

10.4.3 Provide copies of bills of lading, invoices, delivery receipts or other evidence of the location and value of such materials in requesting payment for materials.

10.4.4 For purposes of Tex. Gov't Code § 2251.021(a)(2), the date the performance of service is complete is the date when ODR approves the Application for Payment.

10.5 Off-Site Storage. With prior approval by Owner and in the event, Contractor elects to store materials at an off-site location, abide by the following conditions, unless otherwise agreed to in writing by Owner.

10.5.1 Store materials in a commercial warehouse meeting the criteria stated below.

10.5.2 Provide insurance coverage adequate not only to cover materials while in storage, but also in transit from the off-site storage areas to the Project Site. Copies of duly authenticated certificates of insurance, made out to insure the State agency which is signatory to the Contract, must be filed with Owner's representative.

10.5.3 Inspection by Owner's representative is allowed at any time. Owner's inspectors must be satisfied with the security, control, maintenance, and preservation measures.

10.5.4 Materials for this Project are physically separated and marked for the Project in a sectioned-off area. Only materials which have been approved through the submittal process are to be considered for payment.

10.5.5 Owner reserves the right to reject materials at any time prior to final acceptance of the complete Contract if they do not meet Contract requirements regardless of any previous progress payment made.

10.5.6 With each monthly payment estimate, submit a report to ODR and A/E listing the quantities of materials already paid for and still stored in the off-site location.

10.5.7 Make warehouse records, receipts and invoices available to Owner's representatives, upon request, to verify the quantities and their disposition.

10.5.8 In the event of Contract termination or default by Contractor, the items in storage off-site, upon which payment has been made, will be promptly turned over to Owner or Owner's agents at a location near the jobsite as directed by ODR. The full provisions of performance and payment bonds on this Project cover the materials off-site in every respect as though they were stored on the Project Site.

10.6 Time for Payment by Contractor Pursuant to Tex. Gov't Code § 2255.022.

10.6.1 Contractor who receives a payment from a governmental entity shall pay Subcontractor the appropriate share of the payment not later than the tenth (10th) day after the date the vendor receives the payment.

10.6.2 The appropriate share is overdue on the eleventh (11th) day after the date Contractor receives the payment.

Article 11. Changes

11.1 Change Orders. A Change Order issued after execution of the Contract is a written order to Contractor, signed by ODR, Contractor, and A/E, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time can only be changed by Change Order. A Change Order signed by Contractor indicates his agreement therewith, including the adjustment in the Contract Sum and/or the Contract Time. ODR may issue a written authorization for Contractor to proceed with Work of a Change Order in advance of final execution by all parties in accordance with Section 11.9.

11.1.1 Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, and the Contract Sum and the Contract Time will be adjusted accordingly. All such changes in the Work shall be authorized by Change Order or ULCO, and shall be performed under the applicable conditions of the Contract Documents. If such changes cause an increase or decrease in Contractor's cost of, or time required for, performance of the Contract, an equitable adjustment shall be made and confirmed in writing in a Change Order or a ULCO.

11.1.2 It is recognized by the parties hereto and agreed by them that the Specifications and Drawings may not be complete or free from errors, omissions and imperfections or that they may require changes or additions in order for the Work to be completed to the satisfaction of Owner and that, accordingly, it is the express intention of the parties, notwithstanding any other provisions in this Contract, that any errors, omissions or imperfections in such Specifications and Drawings, or any changes in or additions to same or to the Work ordered by Owner and any resulting delays in the Work or increases in Contractor's costs and expenses arising out of such errors, shall not constitute or give rise to any claim, demand or cause of action of any nature whatsoever in favor of Contractor, whether for breach of Contract, or otherwise; provided, however, that Owner shall be liable to Contractor for the sum stated to be due Contractor in any Change Order approved and signed by both parties, it being agreed hereby that such sum, together with any extension of time contained in said Change Order, shall constitute full compensation to Contractor for all costs, expenses and damages to Contractor, as permitted under Tex. Gov't Code, Chapter 2260.

11.1.3 Procedures for administration of Change Orders shall be established by Owner and stated in Supplementary General Conditions, Special Conditions, or elsewhere in the Contract Documents.

11.1.4 No verbal order, verbal statement, or verbal direction of Owner or his duly appointed representative shall be treated as a change under this article or entitle Contractor to an adjustment.

11.1.5 Contractor agrees that Owner or any of its duly authorized representatives shall have access and the right to examine any directly pertinent books, documents, papers, and records of Contractor. Further, Contractor agrees to include in all its subcontracts a provision to the effect that Subcontractor agrees that Owner or any of its duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers and records of such Subcontractor relating to any claim arising from the Contract, whether or not the Subcontractor is a party to the claim. The period of access and examination described herein which relates to appeals under the Disputes article of the Contract, litigation, or the settlement of claims arising out of the performance of the Contract shall continue until final disposition of such claims, appeals or litigation.

11.2 Unit Prices. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a Proposed Change Order that application of the agreed unit prices to the quantities of work proposed will cause substantial inequity to Owner or Contractor, the applicable unit prices shall be equitably adjusted as provided in the Supplementary General Conditions or Special Conditions or as agreed to by the parties and incorporated into a Change Order.

11.3 Claims for Additional Costs.

11.3.1 If Contractor wishes to make a claim for an increase in the Contract Sum not related to a requested change, they shall give Owner and A/E written notice thereof within twenty-one (21) days after the occurrence of the event giving rise to such claim, but in any case, before proceeding to execute the Work considered to be additional cost or time, except in an emergency endangering life or property in which case Contractor shall act in accordance with Subsection 7.2.1. No such claim shall be valid unless so made. If Owner and Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined as set forth under Article 15. Any change in the Contract Sum resulting from such claim shall be authorized by a Change Order or a ULCO.

11.3.2 If Contractor claims that additional cost is involved because of, but not limited to, 1) any written interpretation of the Contract Documents, 2) any order by Owner to stop the Work pursuant to Article 14 where Contractor was not at fault, or 3) any written order for a minor change in the Work issued pursuant to Section 11.4, Contractor shall make such claim as provided in Subsection 11.3.1.

11.3.3 Should Contractor or his Subcontractors fail to call attention of A/E to discrepancies or omissions in the Contract Documents, but claim additional costs for corrective Work after Contract award, Owner may assume intent to circumvent competitive bidding for necessary corrective Work. In such case,

Owner may choose to let a separate Contract for the corrective Work, or issue a ULCO to require performance by Contractor. Claims for time extensions or for extra cost resulting from delayed notice of patent Contract Document discrepancies or omissions will not be considered by Owner.

11.4 Minor Changes. A/E, with concurrence of ODR, will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order which Contractor shall carry out promptly and record on as-built record documents.

11.5 Concealed Site Conditions. Contractor is responsible for visiting the Site and being familiar with local conditions such as the location, accessibility, and general character of the Site and/or building. If, in the performance of the Contract, subsurface, latent, or concealed conditions at the Site are found to be materially different from the information included in the Contract Documents, or if unknown conditions of an unusual nature are disclosed differing materially from the conditions usually inherent in Work of the character shown and specified, ODR and A/E shall be notified in writing of such conditions before they are disturbed. Upon such notice, or upon its own observation of such conditions, A/E, with the approval of ODR, will promptly make such changes in the Drawings and Specifications as they deem necessary to conform to the different conditions, and any increase or decrease in the cost of the Work, or in the time within which the Work is to be completed, resulting from such changes will be adjusted by Change Order, subject to the prior approval of ODR.

11.6 Extension of Time. All changes to the Contract Time shall be made as a consequence of requests as required under Section 9.6, and as documented by Change Order as provided under Section 11.1.

11.7 Administration of Change Order Requests. All changes in the Contract shall be administered in accordance with procedures approved by Owner, and when required, make use of such electronic information management system(s) as Owner may employ.

11.7.1 Routine changes in the construction Contract shall be formally initiated by A/E by means of a PCO form detailing requirements of the proposed change for pricing by Contractor. This action may be preceded by communications between Contractor, A/E and ODR concerning the need and nature of the change, but such communications shall not constitute a basis for beginning the proposed Work by Contractor. Except for emergency conditions described below, approval of Contractor's cost proposal by A/E and ODR will be required for authorization to proceed with the Work being changed. Owner will not be responsible for the cost of Work changed without prior approval and Contractor may be required to remove Work so installed.

11.7.2 All proposed costs for change order Work must be supported by itemized accounting of material, equipment and associated itemized installation costs in sufficient detail, following the outline and organization of the established

Schedule of Values, to permit analysis by A/E and ODR using current estimating guides and/or practices. Photocopies of Subcontractor and vendor proposals shall be furnished unless specifically waived by ODR. Contractor shall provide written response to a change request within twenty-one (21) days of receipt.

11.7.3 Any unexpected circumstance which necessitates an immediate change in order to avoid a delay in progress of the Work may be expedited by verbal communication and authorization between Contractor and Owner, with written confirmation following within twenty-four (24) hours. A limited scope not-to-exceed estimate of cost and time will be requested prior to authorizing Work to proceed. Should the estimate be impractical for any reason, ODR may authorize the use of detailed cost records of such work to establish and confirm the actual costs and time for documentation in a formal Change Order.

11.7.4 Emergency changes to save life or property may be initiated by Contractor alone (see Section 7.3) with the claimed cost and/or time of such work to be fully documented as to necessity and detail of the reported costs and/or time.

11.7.5 The method of incorporating approved Change Orders into the parameters of the accepted Schedule of Values must be coordinated and administered in a manner acceptable to ODR.

11.8 Pricing Change Order Work. The amounts that Contractor and/or its Subcontractor adds to a Change Order for profit and overhead will also be considered by Owner before approval is given. The amounts established hereinafter are the maximums that are acceptable to Owner.

11.8.1 For Work performed by its forces, Contractor will be allowed their actual costs for materials, the total amount of wages paid for labor, plus the total cost of State and Federal payroll taxes and of worker's compensation and comprehensive general liability insurance, plus additional bond and builders risk insurance cost if the change results in an increase in the premium paid by Contractor. To the total of the above costs, Contractor will be allowed to add a percentage as noted below to cover overhead and profit combined.

Allowable percentages for overhead and profit on any specific change shall not exceed fifteen (15) percent for the first $10,000 of value for self- performed work or portion thereof, ten (10) percent for the second $10,000 of value for self-performed work or portion thereof and seven and a half (7.5) percent for any value of the self-performed work that exceeds $20,000.

11.8.2 For subcontracted Work each affected Subcontractor shall figure its costs, overhead and profit as described above for Contractor's Work, all Subcontractor costs shall be combined, and to that total Subcontractor cost

Contractor will be allowed to add a maximum mark-up of ten (10) percent for the first $10,000 of subcontracted Work value or portion thereof, seven and half (7.5) percent for the second $10,000 of subcontracted Work value or portion thereof, and five (5) percent for any value of the subcontracted Work exceeding $20,000.

11.8.3 On changes involving both additions and deletions, percentages for overhead and profit will be allowed only on the net addition. Owner does not accept and will not pay for additional Contract cost identified as indirect or consequential damages.

11.8.4 For Contracts based on a Guaranteed Maximum Price (GMP), the Construction Manager-at-Risk or Design Builder shall NOT be entitled to a percentage mark-up on any Change Order Work unless the Change Order increases the Guaranteed Maximum Price.

11.9 Unilateral Change Order (ULCO). Owner may issue a written ULCO directing a change in the Work prior to reaching agreement with Contractor on the adjustment, if any, in the Contract price and/or the Contract Time.

11.9.1 Owner and Contractor shall negotiate for appropriate adjustments, as applicable, to the Contract Sum or the Contract Time arising out of a ULCO. As the changed Work is performed, Contractor shall submit its costs for such Work with its Application for Payment beginning with the next Application for Payment within thirty (30) days of the issuance of the ULCO. The Parties reserve their rights as to the disputed amount, subject to Article 15.

11.10 Final Resolution of Changes. Upon execution of a Change Order and /or a ULCO by Owner, Contractor and A/E, all costs and time issues regarding that change are final and not subject to adjustment.

Article 12. Project Completion and Acceptance

12.1 Closing Inspections.

12.1.1 Substantial Completion Inspection. When Contractor considers the entire Work or part thereof Substantially Complete, it shall notify ODR in writing that the Work will be ready for Substantial Completion inspection on a specific date. Contractor shall include with this notice Contractor's Punchlist to indicate that it has previously inspected all the Work associated with the request for inspection, noting items it has corrected and included all remaining work items with date scheduled for completion or correction prior to final inspection. The failure to include any items on this list does not alter the responsibility of Contractor to complete all Work in accordance with the Contract Documents. If any of the items on this list prevents the Project from being used as intended, Contractor shall not request a Substantial Completion Inspection. Owner and its representatives will review the list of items and schedule the requested inspection, or inform Contractor in writing that such an inspection is premature because the Work is not sufficiently advanced or conditions are not as represented on Contractor's list.

12.1.1.1 Prior to the Substantial Completion inspection, Contractor shall furnish a copy of its marked-up Record Documents and a preliminary copy of each instructional manual, maintenance and operating manual, parts catalog, wiring diagrams, spare parts, specified written warranties, and like publications or parts for all installed equipment, systems, and like items as described in the Contract Documents. Delivery of these items is a prerequisite for requesting the Substantial Completion inspection.

12.1.1.2 On the date requested by Contractor, or as mutually agreed upon pending the status of the Open Items List, A/E, ODR, Contractor, and other Owner representatives as determined by Owner will jointly attend the Substantial Completion inspection, which shall be conducted by ODR or their delegate. If ODR determines that the Work is Substantially Complete, ODR will issue a Certificate of Substantial Completion to be signed by A/E, Owner, and Contractor establishing the date of Substantial Completion and identifying responsibilities for security and maintenance. A/E will provide with this certificate a list of Punchlist items (the pre-final Punchlist) for completion prior to final inspection. This list may include items in addition to those on Contractor's Punchlist, which the inspection team deems necessary to correct or complete prior to final inspection. If Owner occupies the Project upon determination of Substantial Completion, Contractor shall complete all corrective Work at the convenience of Owner, without disruption to Owner's use of the Project for its intended purposes.

12.1.2 Final Inspection. Contractor shall complete the list of items identified on the pre-final Punchlist prior to requesting a final inspection. Unless otherwise specified, or otherwise agreed in writing by the parties as documented on the Certificate of Substantial Completion, Contractor shall complete and/or correct all Work within thirty (30) days of the Substantial Completion date. Upon completion of the pre-final Punchlist work, Contractor shall give written notice to ODR and A/E that the Work will be ready for final inspection on a specific date. Contractor shall accompany this notice with a copy of the updated pre-final Punchlist indicating resolution of all items. On the date specified or as soon thereafter as is practicable, ODR, A/E and Contractor will inspect the Work. A/E will submit to Contractor a final Punchlist of open items that the inspection team requires corrected or completed before final acceptance of the Work.

12.1.2.1 Correct or complete all items on the final Punchlist before requesting Final Payment. Unless otherwise agreed to in writing by the parties, complete this work within seven (7) days of receiving the final Punchlist. Upon completion of the final Punchlist, notify A/E and ODR in writing stating the disposition of each final Punchlist item. A/E, Owner, and Contractor shall promptly inspect the completed items. When the final Punchlist is complete, and the Contract is fully satisfied according to the Contract Documents ODR will issue a certificate establishing the date of Final Completion. Completion of all Work is a condition precedent to Contractor's right to receive Final Payment.

12.1.3 Annotation. Any Certificate issued under this Article may be annotated to indicate that it is not applicable to specified portions of the Work, or that it is subject to any limitation as determined by Owner.

12.1.4 Purpose of Inspection. Inspection is for determining the completion of the Work, and does not relieve Contractor of its overall responsibility for completing the Work in a good and competent fashion, in compliance with the Contract. Work accepted with incomplete Punchlist items or failure of Owner or other parties to identify Work that does not comply with the Contract Documents or is defective in operation or workmanship does not constitute a waiver of Owner's rights under the Contract or relieve Contractor of its responsibility for performance or warranties.

12.1.5 Additional Inspections.

12.1.5.1 If Owner's inspection team determines that the Work is not substantially complete at the Substantial Completion inspection, ODR or A/E will give Contractor written notice listing cause(s) of the rejection. Contractor will set a time for completion of

incomplete or defective work acceptable to ODR. Contractor shall complete or correct all work so designated prior to requesting a second Substantial Completion inspection.

12.1.5.2 If Owner's inspection team determines that the Work is not complete at the final inspection, ODR or A/E will give Contractor written notice listing the cause(s) of the rejection. Contractor will set a time for completion of incomplete or defective work acceptable to ODR. Contractor shall complete or correct all Work so designated prior to again requesting a final inspection.

12.1.5.3 The Contract contemplates three (3) comprehensive inspections: the Substantial Completion inspection, the Final Completion inspection, and the inspection of completed final Punchlist items. The cost to Owner of additional inspections resulting from the Work not being ready for one or more of these inspections is the responsibility of Contractor. Owner may issue a ULCO deducting these costs from Final Payment. Upon Contractor's written request, Owner will furnish documentation of any costs so deducted. Work added to the Contract by Change Order after Substantial Completion inspection is not corrective Work for purposes of determining timely completion, or assessing the cost of additional inspections.

12.1.6 Phased Completion. The Contract may provide, or Project conditions may warrant, as determined by ODR, that designated elements or parts of the Work be completed in phases. Where phased completion is required or specifically agreed to by the parties, the provisions of the Contract related to closing inspections, occupancy, and acceptance apply independently to each designated element or part of the Work. For all other purposes, unless otherwise agreed by the parties in writing, Substantial Completion of the Work as a whole is the date on which the last element or part of the Work completed receives a Substantial Completion certificate. Final Completion of the Work as a whole is the date on which the last element or part of the Work completed receives a Final Completion certificate.

12.2 Owner's Right of Occupancy. Owner may occupy or use all or any portion of the Work following Substantial Completion, or at any earlier stage of completion. Should Owner wish to use or occupy the Work, or part thereof, prior to Substantial Completion, ODR will notify Contractor in writing and identify responsibilities for security and maintenance Work performed on the premises by third parties on Owner's behalf does not constitute occupation or use of the Work by Owner for purposes of this Article. All Work performed by Contractor after occupancy, whether in part or in whole, shall be at the convenience of Owner so as to not disrupt Owner's use of, or access to occupied areas of the Project.

12.3 Acceptance and Payment

1231 Request for Final Payment. Following the certified completion of all work, including all final Punchlist items, cleanup, and the delivery of record documents, Contractor shall submit a certified Application for Final Payment and include all sums held as retainage and forward to A/E and ODR for review and approval.

1232 Final Payment Documentation. Contractor shall submit, prior to or with the Application for Final Payment, final copies of all close out documents, maintenance and operating instructions, guarantees and warranties, certificates, Record Documents and all other items required by the Contract. Contractor shall submit evidence of return of access keys and cards, evidence of delivery to Owner of attic stock, spare parts, and other specified materials. Contractor shall submit consent of surety to Final Payment form and an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, are paid, will be paid, after payment from Owner or otherwise satisfied within the period of time required by Tex. Gov't Code, Chapter 2251. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims and liens arising out of the Contract. Contractor may not subsequently submit a claim on behalf of Subcontractor or vendor unless Contractor's affidavit notes that claim as an exception.

1233 Architect/Engineer Approval. A/E will review a submitted Application for Final Payment promptly but in no event later than ten (10) days after its receipt. Prior to the expiration of this deadline, A/E will either: 1) return the Application for Final Payment to Contractor with corrections for action and resubmission; or 2) accept it, note their approval, and send to Owner.

1234 Offsets and Deductions. Owner may deduct from the Final Payment all sums due from Contractor. If the Certificate of Final Completion notes any Work remaining, incomplete, or defects not remedied, Owner may deduct the cost of remedying such deficiencies from the Final Payment. On such deductions, Owner will identify each deduction, the amount, and the explanation of the deduction on or by the twenty-first (21st) day after Owner's receipt of an approved Application for Final Payment. Such offsets and deductions shall be incorporated via a final Change Order, including a ULCO as may be applicable.

1235 Final Payment Due. Final Payment is due and payable by Owner, subject to all allowable offsets and deductions, on the thirtieth (30th) day following Owner's approval of the Application for Payment. If Contractor disputes any amount deducted by Owner, Contractor shall give notice of the dispute on or before the thirtieth (30th) day following receipt of Final Payment. Failure to do so will bar any subsequent claim for payment of amounts deducted.

12.3.6 Effect of Final Payment. Final Payment constitutes a waiver of all claims by Owner, relating to the condition of the Work except those arising from:

12.3.6.1 Faulty or defective Work appearing after Substantial Completion (latent defects);

12.3.6.2 Failure of the Work to comply with the requirements of the Contract Documents;

12.3.6.3 Terms of any warranties required by the Contract, or implied by law; or

12.3.6.4 Claims arising from personal injury or property damage to third parties.

12.3.7 Waiver of Claims. Final payment constitutes a waiver of all claims and liens by Contractor except those specifically identified in writing and submitted to ODR prior to the application for Final Payment.

12.3.8 Effect on Warranty. Regardless of approval and issuance of Final Payment, the Contract is not deemed fully performed by Contractor and closed until the expiration of all warranty periods.

Article 13. Warranty and Guarantee

13.1 Contractor's General Warranty and Guarantee. Contractor warrants to Owner that all Work is executed in accordance with the Contract, complete in all parts and in accordance with approved practices and customs, and of the required finish and workmanship. Contractor further warrants that unless otherwise specified, all materials and equipment incorporated in the Work under the Contract are new. Owner may, at its option, agree in writing to waive any failure of the Work to conform to the Contract, and to accept a reduction in the Contract price for the cost of repair or diminution in value of the Work by reason of such defect. Absent such a written agreement, Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute and is not waived by any inspection or observation by Owner, A/E or others, by making any progress payment or final payment, by the use or occupancy of the Work or any portion thereof by Owner, at any time, or by any repair or correction of such defect made by Owner.

13.2 Warranty Period. Except as may be otherwise specified or agreed, Contractor shall repair all defects in materials, equipment, or workmanship appearing within two years from the date of Substantial Completion of the Work. If Substantial Completion occurs by phase, then the warranty period for that particular Work begins on the date of such occurrence, or as otherwise stipulated on the Certificate of Substantial Completion for the particular Work.

13.3 Limits on Warranty. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

13.3.1 Modification or improper maintenance or operation by persons other than Contractor, Subcontractors, or any other individual or entity for whom Contractor is not responsible, unless Owner is compelled to undertake maintenance or operation due to the neglect of Contractor.

13.3.2 Normal wear and tear under normal usage after acceptance of the Work by Owner.

13.4 Events Not Affecting Warranty. Contractor's obligation to perform and complete the Work in a good and workmanlike manner in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of defective Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

13.4.1 Observations by Owner and/or A/E;

13.4.2 Recommendation to pay any progress or final payment by A/E;

13.4.3 The issuance of a certificate of Substantial Completion or any payment by Owner to Contractor under the Contract Documents;

13.4.4 Use or occupancy of the Work or any part thereof by Owner;

13.4.5 Any acceptance by Owner or any failure to do so;

13.4.6 Any review of a Shop Drawing or sample submittal; or

13.4.7 Any inspection, test or approval by others.

13.5 Separate Warranties. If a particular piece of equipment or component of the Work for which the Contract requires a separate warranty is placed in continuous service before Substantial Completion, the warranty period for that equipment or component will not begin until Substantial Completion, regardless of any warranty agreements in place between suppliers and/or Subcontractors and Contractor. ODR will certify the date of service commencement in the Substantial Completion certificate.

13.5.1 In addition to Contractor's warranty and duty to repair, Contractor expressly assumes all warranty obligations required under the Contract for specific building components, systems and equipment.

13.5.2 Contractor may satisfy any such obligation by obtaining and assigning to Owner a complying warranty from a manufacturer, supplier, or Subcontractor. Where an assigned warranty is tendered and accepted by Owner which does not fully comply with the requirements of the Contract, Contractor remains liable to Owner on all elements of the required warranty not provided by the assigned warranty.

13.6 Correction of Defects. Upon receipt of written notice from Owner, or any agent of Owner designated as responsible for management of the warranty period, of the discovery of a defect, Contractor shall promptly remedy the defect(s), and provide written notice to Owner and designated agent indicating action taken. In case of emergency where delay would cause serious risk of loss or damage to Owner, or if Contractor fails to remedy within thirty (30) days, or within another period agreed to in writing, Owner may correct the defect and be reimbursed the cost of remedying the defect from Contractor or its surety.

13.7 Certification of No Asbestos Containing Materials or Work. Contractor shall ensure compliance with the Asbestos Hazard Emergency Response Act (AHERA– 40 C.F.R § 763-99(7)) from all Subcontractors and materials suppliers, and shall provide a notarized certification to Owner that all equipment and materials used in fulfillment of their Contract responsibilities are non-Asbestos Containing Building Materials (ACBM). This certification must be provided no later than Contractor's application for Final Payment.

Article 14. Suspension and Termination

14.1 Suspension of Work for Cause. Owner may, at any time without prior notice, suspend all or any part of the Work, if after reasonable observation and/or investigation, Owner determines it is necessary to do so to prevent or correct any condition of the Work, which constitutes an immediate safety hazard, or which may reasonably be expected to impair the integrity, usefulness or longevity of the Work when completed.

14.1.1 Owner will give Contractor a written notice of suspension for cause, setting forth the reason for the suspension and identifying the Work suspended. Upon receipt of such notice, Contractor shall immediately stop the Work so identified. As soon as practicable following the issuance of such a notice, Owner will initiate and complete a further investigation of the circumstances giving rise to the suspension, and issue a written determination of the findings.

14.1.2 If it is confirmed that the cause was within the control of Contractor, Contractor will not be entitled to an extension of time or any compensation for delay resulting from the suspension. If the cause is determined not to have been within the control of Contractor, and the suspension has prevented Contractor from completing the Work within the Contract Time, the suspension is an excusable delay and a time extension will be granted through a Change Order.

14.1.3 Suspension of Work under this provision will be no longer than is reasonably necessary to remedy the conditions giving rise to the suspension.

14.2 Suspension of Work for Owner's Convenience. Upon seven (7) days written notice to Contractor, Owner may at any time without breach of the Contract suspend all or any portion of the Work for a period of up to thirty (30) days for its own convenience. Owner will give Contractor a written notice of suspension for convenience, which sets forth the number of suspension days for which the Work, or any portion of it, and the date on which the suspension of Work will cease. When such a suspension prevents Contractor from completing the Work within the Contract Time, it is an excusable delay. A notice of suspension for convenience may be modified by Owner at any time on seven (7) days written notice to Contractor. If Owner suspends the Work for its convenience for more than sixty (60) consecutive days, Contractor may elect to terminate the Contract pursuant to the provisions of the Contract.

14.3 Termination by Owner for Cause.

14.3.1 Upon written notice to Contractor and its surety, Owner may, without prejudice to any right or remedy, terminate the Contract and take possession of the Site and of all materials, equipment, tools, construction equipment, and machinery thereon owned by Contractor under any of the following circumstances:

14.3.1.1 Persistent or repeated failure or refusal, except during complete or partial suspensions of work authorized under the Contract, to supply enough properly skilled workmen or proper materials;

14.3.1.2 Persistent disregard of laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, including ODR;

14.3.1.3 Persistent failure to prosecute the Work in accordance with the Contract, and to ensure its completion within the time, or any approved extension thereof, specified in the Contract;

14.3.1.4 Failure to remedy defective work condemned by ODR;

14.3.1.5 Failure to pay Subcontractors, laborers, and material suppliers pursuant to Tex. Gov't Code, Chapter 2251;

14.3.1.6 Persistent endangerment to the safety of labor or of the Work;

14.3.1.7 Failure to supply or maintain statutory bonds or to maintain required insurance, pursuant to the Contract;

14.3.1.8 Any material breach of the Contract; or

14.3.1.9 Contractor's insolvency, bankruptcy, or demonstrated financial inability to perform the Work.

14.3.2 Failure by Owner to exercise the right to terminate in any instance is not a waiver of the right to do so in any other instance.

14.3.3 Should Owner decide to terminate the Contract under the provisions of Section 14.3, it will provide to Contractor and its surety thirty (30) days prior written notice.

14.3.4 Should Contractor or its surety, after having received notice of termination, demonstrate to the satisfaction of Owner that Contractor or its surety are proceeding to correct such default with diligence and promptness, upon which the notice of termination was based, the notice of termination may be rescinded in writing by Owner. If so rescinded, the Work may continue without an extension of time.

14.3.5 If Contractor or its surety fails, after written notice from Owner to commence and continue correction of such default with diligence and promptness to the satisfaction of Owner within thirty (30) days following receipt of notice, Owner may arrange for completion of the Work and deduct the cost of completion from the unpaid Contract Sum.

14.3.5.1 This amount includes the cost of additional Owner costs such as A/E services, other consultants, and contract administration.

14.3.5.2 Owner will make no further payment to Contractor or its surety unless the costs to complete the Work are less than the Contract balance, then the difference shall be paid to Contractor or its surety. If such costs exceed the unpaid balance, Contractor or its surety will pay the difference to Owner.

14.3.5.3 This obligation for payment survives the termination of the Contract.

14.3.5.4 Owner reserves the right in termination for cause to take assignment of all the Contracts between Contractor and its Subcontractors, vendors, and suppliers. ODR will promptly notify Contractor of the contracts Owner elects to assume. Upon receipt of such notice, Contractor shall promptly take all steps necessary to effect such assignment.

14.4 Conversion to Termination for Convenience. In the event that any termination of Contractor for cause under Section 14.3 is later determined to have been improper, the termination shall automatically convert to a termination for convenience under Section 14.5 and Contractor's recovery for termination shall be strictly limited to the payments allowable under Section 14.5.

14.5 Termination for Convenience of Owner. Owner reserves the right, without breach, to terminate the Contract prior to, or during the performance of the Work, for any reason. Upon such an occurrence, the following shall apply:

14.5.1 Owner will immediately notify Contractor and A/E in writing, specifying the reason for and the effective date of the Contract termination. Such notice may also contain instructions necessary for the protection, storage or decommissioning of incomplete work or systems, and for safety.

14.5.2 Upon receipt of the notice of termination, Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at that point in the Contract:

14.5.2.1 Stop all work.

14.5.2.2 Place no further subcontracts or orders for materials or services.

14.5.2.3 Terminate all subcontracts for convenience.

14.5.2.4 Cancel all materials and equipment orders as applicable.

14.5.2.5 Take action that is necessary to protect and preserve all property related to the Contract which is in the possession of Contractor.

14.5.3 When the Contract is terminated for Owner's convenience, Contractor may recover from Owner payment for all Work executed. Contractor may not claim lost profits on other work or lost business opportunities.

14.6 Termination By Contractor. If the Work is stopped for a period of ninety (90) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of Contractor or Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with Contractor, then Contractor may, upon thirty (30) additional days written notice to ODR, terminate the Contract and recover from Owner payment for all Work executed, but not lost profits on other work or lost business opportunities. If the cause of the Work stoppage is removed prior to the end of the thirty (30) day notice period, Contractor may not terminate the Contract.

14.7 Settlement on Termination. When the Contract is terminated for any reason, at any time prior to one hundred eighty (180) days after the effective date of termination, Contractor shall submit a final termination settlement proposal to Owner based upon recoverable costs as provided under the Contract. If Contractor fails to submit the proposal within the time allowed, Owner may determine the amount due to Contractor because of the termination and pay the determined amount to Contractor.

Article 15. Dispute Resolution

15.1 Unresolved Contractor Disputes. The dispute resolution process provided for in Tex. Gov't Code, Chapter 2260, shall be used by Contractor to attempt to resolve any claim for breach of Contract made by Contractor that is not resolved under procedures described throughout the Uniform General Conditions, Supplementary Conditions, or Special Conditions of the Contract.

15.2 Alternative Dispute Resolution Process. Owner may establish a dispute resolution process to be utilized in advance of that outlined in Tex. Gov't Code, Chapter 2260.

15.3 Nothing herein shall hinder, prevent, or be construed as a waiver of Owner's right to seek redress on any disputed matter in a court of competent jurisdiction.

15.4 Nothing herein shall waive or be construed as a waiver of the State's sovereign immunity.

Article 16. Miscellaneous

16.1 Supplementary General and Special Conditions. When the Work contemplated by Owner is of such a character that the foregoing Uniform General Conditions of the Contract cannot adequately cover necessary and additional contractual relationships, the Contract may include Supplementary General and Special Conditions as described below:

16.1.1 Supplementary General Conditions may describe the standard procedures and requirements of contract administration followed by a contracting agency of the State. Supplementary General Conditions may expand upon matters covered by the Uniform General Conditions, where necessary, provided the expansion does not weaken the character or intent of the Uniform General Conditions. Supplementary General Conditions are of such a character that it is to be anticipated that a contracting agency of the State will normally use the same, or similar, conditions to supplement each of its several projects.

16.1.2 Special Conditions shall relate to a particular Project and be unique to that Project but shall not weaken the character or intent of the Uniform General Conditions.

16.2 Federally Funded Projects. On Federally funded projects, Owner may waive, suspend or modify any Article in these Uniform General Conditions which conflicts with any Federal statue, rule, regulation or procedure, where such waiver, suspension or modification is essential to receipt by Owner of such Federal funds for the Project. In the case of any Project wholly financed by Federal funds, any standards required by the enabling Federal statute, or any Federal rules, regulations or procedures adopted pursuant thereto, shall be controlling.

16.3 Internet-based Project Management Systems. At its option, Owner may administer its design and construction management through an Internet-based management system. In such cases, Contractor shall conduct communication through this media and perform all Project related functions utilizing this database system. This includes correspondence, submittals, Requests for Information, vouchers or payment requests and processing, amendment, Change Orders and other administrative activities.

16.3.1 Accessibility and Administration.

16.3.1.1 When used, Owner will make the software accessible via the Internet to all Project team members.

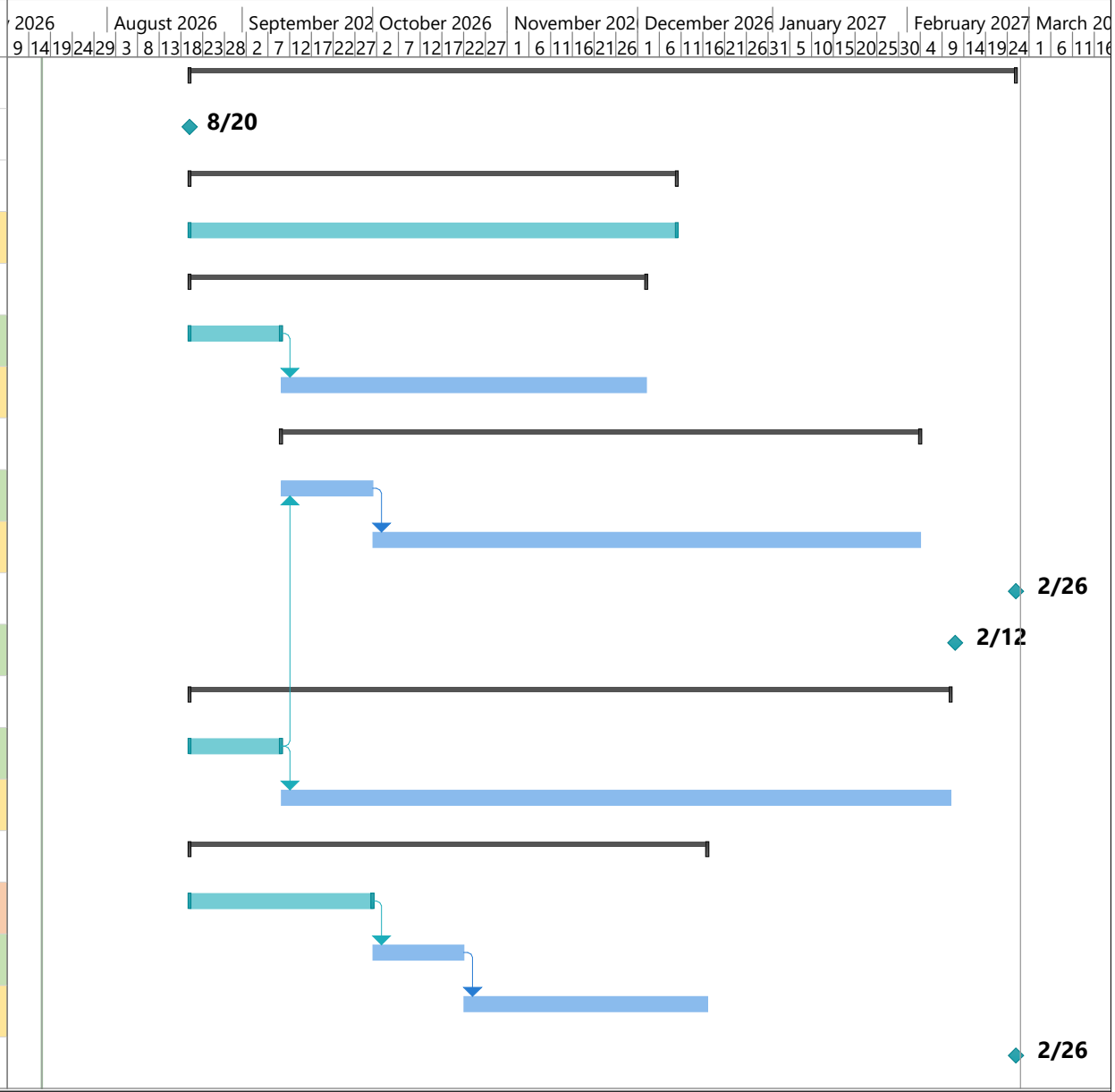
16.3.1.2 Owner shall administer the software.

16.3.2 Training. When used, Owner shall provide training to the Project team members.

End of General Conditions

CITY OF HUTTO
ALLIANCE BLVD
UTILITY COORDINATION SCHEDULE

ID	Task Name	Start	Finish
1	**Contract Duration**	**Thu 8/20/26**	**Fri 2/26/27**
2	Agreement Executed	Thu 8/20/26	Thu 8/20/26
3	**Atmos**	**Thu 8/20/26**	**Wed 12/9/26**
4	Construction	Thu 8/20/26	Wed 12/9/26
5	**Brightspeed**	**Thu 8/20/26**	**Wed 12/2/26**
6	Permitting	Thu 8/20/26	Wed 9/9/26
7	Construction	Thu 9/10/26	Wed 12/2/26
8	**Charter**	**Thu 9/10/26**	**Wed 2/3/27**
9	Permitting	Thu 9/10/26	Wed 9/30/26
10	Construction	Thu 10/1/26	Wed 2/3/27
11	**Enterprise**	**Fri 2/26/27**	**Fri 2/26/27**
12	LONO (60d pior to let)	Fri 2/12/27	Fri 2/12/27
13	**Oncor**	**Thu 8/20/26**	**Wed 2/10/27**
14	Permit	Thu 8/20/26	Wed 9/9/26
15	Construction	Thu 9/10/26	Wed 2/10/27
16	**Ubiquity**	**Thu 8/20/26**	**Wed 12/16/26**
17	Design	Thu 8/20/26	Wed 9/30/26
18	Permitting	Thu 10/1/26	Wed 10/21/26
19	Construction	Thu 10/22/26	Wed 12/16/26
20	Agreement Expiration	Fri 2/26/27	Fri 2/26/27



City of Hutto
T21-2025 Alliance Blvd

CobbFendley
Fri 7/17/26

Client#: 153896 COBBFEND

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/04/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services, LLC
9811 Katy Freeway, Suite 500
Houston, TX 77024
713 490-4600

CONTACT NAME: Tami Melton
PHONE (A/C, No, Ext): 713 490-4600 **FAX (A/C, No):** 713-490-4700
E-MAIL ADDRESS: tami.melton@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company	19682
INSURER B : Hartford Casualty Insurance Company	29424
INSURER C : Great American Insurance Company	16691
INSURER D : Hartford - WC Multiple Issuing Cos	29424
INSURER E : Endurance American Insurance Co.	10641
INSURER F : Trumbull Insurance Company	27120

INSURED
Cobb Fendley & Associates Inc.
4424 W Sam Houston Pkwy N Ste
Suites 600
Houston, TX 77041-8251

COVERAGES **CERTIFICATE NUMBER: 55273121** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			61UUNOL6HSJ	07/10/2026	07/10/2027	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
F	AUTOMOBILE LIABILITY			61UENOL6HSM	07/10/2026	07/10/2027	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			61XHUOL6HSN	07/10/2026	07/10/2027	EACH OCCURRENCE	$12,000,000
C	X EXCESS LIAB CLAIMS-MADE			TUEF35626101	07/10/2026	07/10/2027	AGGREGATE	$12,000,000
	DED X RETENTION $10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			61WEOL6HSL	07/10/2026	07/10/2027	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
E	Professional Liability			DPL30039639003	07/10/2026	07/10/2027	$5,000,000 per claim $5,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation:
AZ, CO, GA, ID, NM, OH, UT, WZ - Twin City Fire Ins Co. NAIC #: 29459
FL, TX - Hartford Casualty Insurance Co. NAIC #: 29424

*Contractors Pollution Liability coverage is included in the Professional Liability Policy as defined
(See Attached Descriptions)

CERTIFICATE HOLDER
City of Hutto, TX
500 West Live Oak
Hutto, TX 78634

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

below:
Pollution Conditions arising solely out of a Design Professionals Wrongful Act, provided such Design Professionals Wrongful Act first takes place. Pollution Conditions means the discharge, dispersal, release, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials or other irritants, contaminants, or pollutants into or upon the land, the atmosphere, or any watercourse or body of water, which results in Bodily Injury or Property Damage. Waste materials shall include materials to be recycled, reconditioned, or reclaimed.
The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate holder, only when there is a written contract or written agreement between the named insured and the certificate holder that requires such status, and only with regard to work performed on behalf of the named insured (GL: HG00010916 ; AL: HA99161221).
The General Liability and Automobile Liability policies contain a special endorsement with "Primary and Noncontributory" wording (GL: HG00010916 ; AL: HA99161221).
The General Liability, Automobile, Workers Compensation, Umbrella Liability, and Professional Liability policies provide a Blanket Waiver of Subrogation when required by written contract (GL: HG00010916 ; AL: HA99161221 ; WC: WC00031300 ; UL: XL00030916 ; PL: DPL20010120).
The General Liability, Automobile, Workers Compensation, and Professional Liability policies include an endorsement providing that 30 days notice of cancellation for reasons other than non-payment of premium and 10 days notice of cancellation for nonpayment of premium will be given to the Certificate Holder by the Insurance Carrier.
The Umbrella policy is follow form above the General Liability, Auto Liability, and Employers Liability coverages.
The General Liability policy includes coverage for Contractual Liability when assumed in a contract or agreement that is an insured contract.
The General Liability policy includes coverage for Contractual Liability permitting work on or within 50 feet of a railroad when assumed in a contract or agreement.
The General Liability policy does not contain a XCU Exclusion.
The General Liability policy includes a Separation of Insureds clause.

Description of Operations: Project #T21-2025, Alliance Blvd; Civil Engineering Design Services

City of Hutto, its officers, officials, employees, volunteers, and elected representatives are included as additional insureds on the General Liability and Auto Liability Policies when required by written contract or agreement. The additional insureds are provided a waiver of subrogation when available on policies where required by written contract.

COMMERCIAL GENERAL LIABILITY
COVERAGE PART - DECLARATIONS

The Hartford

POLICY NUMBER: 61 UUN OL6HSJ

This COMMERCIAL GENERAL LIABILITY COVERAGE PART consists of:

- **A.** This Declarations;
- **B.** Commercial General Liability Schedule;
- **C.** Commercial General Liability Coverage Form; and
- **D.** Any Endorsements issued to be a part of this Coverage Part and listed below.

LIMITS OF INSURANCE

The Limits of Insurance, subject to all the terms of this Policy that apply, are:

Each Occurrence Limit	$1,000,000
Damage to Premises Rented to You Limit - Any One Premises	$1,000,000
Medical Expense Limit - Any One Person	$15,000
Personal and Advertising Injury Limit	$1,000,000
General Aggregate Limit,(other than Products-Completed Operations)	$2,000,000
Products-Completed Operations Aggregate Limit	$2,000,000

ADVANCE PREMIUM: [redacted]

AUDIT PERIOD: Annually

Except in this Declarations, when we use the word "Declarations" in this Coverage Part, we mean this "Declarations" or the "Common Policy Declarations."

Form Numbers of Coverage Forms, Endorsements and Schedules that are part of this Coverage Part:

CG24121185	CG22430413	HG21210206	CG20101001	CG20101001
CG20101001	CG20101001	CG20101001	CG20101001	CG20101001
CG20101001	CG20101001	CG20101001	CG20101001	CG20101001
CG22790413	CG20371001	CG20371001	CG20371001	CG20371001
CG20371001	CG20371001	CG20371001	CG20371001	CG20371001
CG20371001	HS99220608	G-3041-1	CG20370704	CG20370704
CG20370704	CG20370704	HC23140617	CG00691223	CG40351223
IH03070611	HC00880916	HS24800713	HS24800713	HS24800713
HS24800713	HC21231001	HC21960605	HS20071210	HG00010916
CG24270413	HG01030606	IH03090611	IH03090611	

EMPLOYEE BENEFITS LIABILITY
COVERAGE PART - DECLARATIONS (CLAIMS MADE)

The Hartford

POLICY NUMBER: 61 UUN OL6HSJ

This EMPLOYEE BENEFITS LIABILITY COVERAGE PART (CLAIMS MADE) consists of:

- **A.** This Declarations;
- **B.** Commercial General Liability Schedule;
- **C.** Employee Benefits Liability Coverage Form; and
- **D.** Any Endorsements issued to be a part of this Coverage Part and listed below.

Retroactive Date: 07/10/2022 If no date is entered, the Retroactive Date is the Inception Date of the Policy Period stated in the Common Policy Declarations.

LIMITS OF INSURANCE

The Limits of Insurance, subject to all the terms of this Policy that apply, are:

Each Claim	1,000,000
Aggregate	2,000,000

ADVANCE PREMIUM: [redacted]

AUDIT PERIOD: Annually

Except in this Declarations, when we use the word "Declarations" in this Coverage Part, we mean this "Declarations" or the "Common Policy Declarations."

Form Numbers of Coverage Forms, Endorsements and Schedules that are part of this Coverage Part:

G-2974-3 HC00200295 HC00080796 HC70050796

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LISTING OF COVERAGE PARTS AND ENDORSEMENTS FORMING A PART OF THE POLICY

The following is a listing of policy provisions, forms and endorsements by Form Number and Title that form a part of the policy at issue:

FORM NUMBER	TITLE
100722	INSURANCE POLICY BILLING INFORMATION
CG00691223	EXCLUSION - VIOLATION OF LAW ADDRESSING DATA PRIVACY
CG01131204	TEXAS CHANGES - EXPERIENCE RATING MODIFICATION
CG20101001	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION
CG20111219	ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES
CG20121219	ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS
CG20131219	ADDL INSURED STATE OR GOV AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION PERMITS
CG20261219	ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION
CG20370704	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS
CG20371001	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS
CG22430413	EXCLUSION - ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY
CG22790413	EXCLUSION - CONTRACTORS - PROFESSIONAL LIABILITY
CG24041219	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)
CG24121185	BOATS
CG24270413	LIMITED CONTRACTUAL LIABILITY - RAILROADS
CG40351223	EXCLUSION - CYBER INCIDENT
G-2974-3	DISCLOSURE FORM - CLAIMS MADE POLICY - EMPLOYEE BENEFITS LIABILITY
G-3011-0	IMPORTANT NOTICE TO POLICYHOLDERS PREMIUM DETERMINATION FOR SUBCONTRACTORS
G-3041-1	EXECUTIVE OFFICERS, INDIVIDUAL INSUREDS OR CO-PARTNERS GENERAL LIABILITY
G-3061(01-97)	IMPORTANT NOTICE TO POLICYHOLDERS - REDUCTION IN COVERAGE
G-3116-6	IMPORTANT NOTICE - TEXAS
G-3318-6	IMPORTANT NOTICE TO POLICYHOLDERS DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

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FORM NUMBER	TITLE
G-3418-0	PRODUCER COMPENSATION NOTICE
G-3419-2	IMPORTANT NOTICE TO POLICYHOLDERS WITH PREMISES OR OPERATIONS IN FLORIDA
G-4045-1	TEXAS POLICYHOLDER NOTIFICATION AVAILABILITY OF RISK ENGINEERING INFORMATION AND SERVICES
G-4111	IMPORTANT NOTICE TO POLICYHOLDERS UNMANNED AIRCRAFT EXCLUSION
HC00080796	EMPLOYEE BENEFITS LIABILITY COVERAGE FORM - TEXAS
HC00100798	COMMERCIAL GENERAL LIABILITY COVERAGE PART - DECLARATIONS
HC00200295	EMPLOYEE BENEFITS LIABILITY COVERAGE PART - DECLARATIONS (CLAIMS MADE)
HC00880916	CYBERFLEX AMENDMENT OF COVERAGE B - PERSONAL AND ADVERTISING INJURY
HC12101185T	COMMERCIAL GENERAL LIABILITY SCHEDULE
HC20120621	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION
HC21231001	ABSOLUTE POLLUTION EXCLUSION
HC21260390	HOSTILE FIRE EXCEPTION
HC21370305	ABSOLUTE LEAD EXCLUSION
HC21900608	EXCLUSION - FUNGI, BACTERIA AND VIRUSES
HC21930304	EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEM
HC21960605	LIMITATION OF COVERAGE - LEGAL LIABILITY FOR DAMAGE TO PREMISES
HC23140617	EXCLUSION - UNMANNED AIRCRAFT
HC23700115	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
HC30060916	DISCRIMINATION - AMENDMENT OF PERSONAL AND ADVERTISING INJURY DEFINITION
HC35051223	EXCLUSIONS - ELECTRONIC DATA AND ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION
HC70010621	QUICK REFERENCE COMMERCIAL GENERAL LIABILITY COVERAGE PART OCCURRENCE
HC70050796	QUICK REFERENCE - EMPLOYEE BENEFITS LIABILITY COVERAGE PART - CLAIMS MADE - TEXAS
HG00010916	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
HG01030606	TEXAS CHANGES
HG21020315	EXCLUSION - SILICA
HG21210206	DISCLOSURE - ABSOLUTE ASBESTOS EXCLUSION
HM00020121	POLICY JACKET
HM00100107	COMMON POLICY DECLARATIONS
HS20071210	AMENDMENT OF OTHER INSURANCE CONDITION - SCHEDULED ADDITIONAL INSUREDS
HS24800713	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - OPTION I
HS25370605	AMENDMENT - POLICY PERIOD

FORM NUMBER	TITLE
HS25420608	PER LOCATION AND PER PROJECT - AMENDMENT OF GENERAL AGGREGATE SUBJECT TO MAXIMUM ANNUAL AGGREGATE LIMIT
HS99220608	LISTING OF COVERAGE PARTS AND ENDORSEMENTS FORMING A PART OF THE POLICY
HS99480122	IMPORTANT STATE INFORMATION
IH03070611	NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)
IH03080611	NOTICE OF CANCELLATION TO DESIGNATED CERTIFICATE HOLDER
IH03090611	NOTICE OF CANCELLATION OR NONRENEWAL TO DESIGNATED CERTIFICATE HOLDER
IH03180611	NOTICE OF CANCELLATION OR NONRENEWAL TO DESIGNATED GOVERNMENTAL ENTITY
IH09850121	DISCLOSURE/CAP ON LOSSES - TERRORISM RISK INSURANCE ACT
IH12040312	AMENDMENT OF THE DECLARATIONS – ADDITIONAL PERSONS OR ORGANIZATIONS DESIGNATED AS NAMED INSUREDS
IH12060221	GOODS AND SERVICES ENDORSEMENT
IH99400409	U.S. DEPARTMENT OF THE TREASURY, OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS
IH99410409	TRADE OR ECONOMIC SANCTIONS ENDORSEMENT
IL00171198	COMMON POLICY CONDITIONS
IL00210908	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
IL01680312	TEXAS CHANGES - DUTIES
IL02751113	TEXAS CHANGES - CANCELLATION & NONRENEWAL PROVISIONS FOR CASUALTY LINES & COMMERCIAL PKG POLICIES

The Hartford

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** - Definitions.

SECTION I - COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B**.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice And Good Samaritan Coverage

"Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

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(1) Professional health care services such as:

(a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;

(b) Any health or therapeutic service, treatment, advice or instruction; or

(c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

(2) First aid services, which include:

(a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or

(b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract"**.**

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** - Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any "employment-related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

(1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You - Exception For Damage By Fire, Lightning Or Explosion

Exclusions **c.** through **h.** and **j.** through **n.** do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** - Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B**.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

(1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or

(2) Any injury or damage alleged in any clam or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(1) Infringement, in your "advertisement", of:

(a) Copyright;

(b) Slogan; or

(c) Title of any literary or artistic work; or

(2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

(1) An "advertisement" for others on your web site;

(2) Placing a link to a web site of others on your web site;

(3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or

(4) Computer code, software or programming used to enable:

(a) Your web site; or

(b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. Employment-Related Practices

"Personal and advertising injury" to:

(1) A person arising out of any "employment-related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

(1) "Personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A**.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(1)(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

(a) Subparagraphs **(1)(a)**, **(1)(b)** and **(1)(c)** above do not apply to any "employee" or "volunteer worker" providing first aid services; and

(b) Subparagraph **(1)(d)** above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business

and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or

2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations;

(2) In connection with your premises owned by or rented to you; or

(3) In connection with "your work" and included within the "products-completed operations hazard", but only if

(a) The written contract or agreement requires you to provide such coverage to such additional insured; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section **III** - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** - Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C**;

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B.**

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A**; and

b. Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

a. The limits of insurance specified in the written contract or written agreement; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or the additional insured is a partnership;

(3) Any manager, if you or the additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;

(5) Any trustee, if you or the additional insured is a trust; or

(6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section **I** - Coverage A - Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

a. (1) Radio;

(2) Television;

(3) Billboard;

(4) Magazine;

(5) Newspaper; or

b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. **"Bodily injury"** means physical:

a. Injury;

b. Sickness; or

c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. **"Coverage territory"** means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in a. above;

(2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

8. **"Employment-Related Practices"** means:

a. Refusal to employ that person;

b. Termination of that person's employment; or

c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

9. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.

11. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

12. **"Insured contract"** means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to

Premises Rented To You Limit described in Section **III** - Limits of Insurance;

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily

injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. **"Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
    - **a.** False arrest, detention or imprisonment;
    - **b.** Malicious prosecution;
    - **c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
    - **d.** Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
    - **e.** Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;
    - **f.** Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
    - **g.** Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. **"Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. **"Products-completed operations hazard":**
    - **a.** Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
        - **(1)** Products that are still in your physical possession; or
        - **(2)** Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
            - **(a)** When all of the work called for in your contract has been completed.
            - **(b)** When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
            - **(c)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

      Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
    - **b.** Does not include "bodily injury" or "property damage" arising out of:
        - **(1)** The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
        - **(2)** The existence of tools, uninstalled equipment or abandoned or unused materials; or
        - **(3)** Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

20. **"Property damage"** means:
    - **a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
    - **b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

    As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:
    - **a.** Stored as or on;
    - **b.** Created or used on; or
    - **c.** Transmitted to or from;

    computer software, including systems and applications software, hard or floppy disks, CD-

    ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. **"Suit"** means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
    - **a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

(2) The providing of or failure to provide warnings or instructions.

COMMERCIAL GENERAL LIABILITY
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

(1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

(1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(a) The agreement requires you to provide direct primary insurance for the lessor and

(b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

(1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(a) During the policy period, and

(b) Subsequent to the execution of such written contract, and

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(c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(1)** and **(2)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers ' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V- DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

The Hartford

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

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POLICY INSURER LIST BY JURISDICTION

INSURER	NAIC	JURISDICTION
Hartford Casualty Insurance Company ONE HARTFORD PLAZA HARTFORD CT 06155	29424	TX FL
Twin City Fire Insurance Company ONE HARTFORD PLAZA HARTFORD CT 06155	29459	WA OK NM GA OH CO AZ UT ID

THE COVERAGE PROVIDED IN EACH JURISDICTION IS WITH RESPECT TO THE LOCATIONS OF THE NAMED INSURED IN THAT JURISDICTION IN ACCORDANCE WITH THE WORKERS' COMPENSATION LAW OF THAT JURISDICTION. AS USED IN THIS POLICY, "COMPANY", "WE", "US" AND "OURS" MEAN THE MEMBER INSURANCE COMPANIES OF THE HARTFORD INSURANCE GROUP COLLECTIVELY PROVIDING THIS INSURANCE.

Nothing herein, contained shall be held to vary, waive, alter or extend any of the terms, conditions, agreements or information of the policy, other than as herein stated.

The Hartford

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 61 WE OL6HSL **Endorsement Number:**
Effective Date: 07/10/26 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: COBB FENDLEY & ASSOCIATES, INC.
4424 W SAM HOUSTON PKWY N STE 600
HOUSTON TX 77041

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative

The Hartford

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 61 WE OL6HSL **Endorsement Number:**
Effective Date: 07/10/26 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: COBB FENDLEY & ASSOCIATES, INC.
4424 W SAM HOUSTON PKWY N STE 600
HOUSTON TX 77041

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Special Waiver
   Name of person or organization

   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
   All Texas Operations

3. Premium:
   The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

The Hartford

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

Policy Number: 61 WE OL6HSL **Endorsement Number:**
Effective Date: 07/10/26 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: COBB FENDLEY & ASSOCIATES, INC.
4424 W SAM HOUSTON PKWY N STE 600
HOUSTON TX 77041

This policy is subject to the following additional Condition:

A. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

Policy Number: 61 WE OL6HSL **Endorsement Number:**
Effective Date: 07/10/26 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: COBB FENDLEY & ASSOCIATES, INC.
4424 W SAM HOUSTON PKWY N STE 600
HOUSTON TX 77041

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

1. Number of days advance notice: 30 days
2. Notice will be mailed to:

   All certificate holder(s) with mailing addresses on file with the agent of record or the company who were issued a certificate of insurance applicable to this policy's term.

Countersigned by _____
Authorized Representative

E N D O R S E M E N T

Named Insured:	Cobb, Fendley & Associates, Inc.	Policy Number:	DPL30039639003
Endorsement Effective Date:	July 10, 2026 12:01 AM Standard Time at the address of the **Named Insured** as shown in the Declarations.	Endorsement Number:	6

NOTICE OF CANCELLATION OR NON-RENEWAL TO THIRD PARTY ENDORSEMENT

It is agreed that:

I. If this Policy is cancelled by the Insurer for reasons other than non-payment of premium, or is non-renewed by the Insurer, then the Insurer shall endeavor to provide written notice of such cancellation or non-renewal to a **Third Party** not less than Thirty (30) days prior to the effective date of cancellation or non-renewal. If cancellation by the Insurer is for failure to pay premium due, then the Insurer shall endeavor to provide the notice to such **Third Party** at the same time as it shall provide such notice to the **Named Insured**. Failure by the Insurer to provide such notice to any **Third Party** shall not delay the effective date of cancellation or non-renewal nor shall the Insurer be held liable in any way for such failure.

II. Solely for purposes of this Endorsement, **Third Party** means any third party, if the **Named Insured** has agreed pursuant to a written contract to provide notice of cancellation to such third party and if the **Named Insured** has provided the Insurer with the email address or physical mailing address of such third party at least Thirty (30) days before the effective date of cancellation or non-renewal.

Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

2. the obtaining by any person, entity, or affiliated group of persons or entities of the right to elect, appoint, or designate at least fifty percent (50%) of the directors of the **Named Insured**;

then coverage under this Policy will continue in full force and effect until termination of this Policy, but only with respect to **Claims** for **Wrongful Acts** that take place before such event. Coverage under this Policy will cease as of the effective date of such event with respect to **Claims** for **Wrongful Acts** that take place after such event. This Policy may not be cancelled after the effective time of such event, and the entire premium for this Policy shall be deemed earned as of such time.

B. Termination of a Subsidiary

If before or during the **Policy Period** an organization ceases to be a **Subsidiary**, coverage with respect to that **Subsidiary** and its **Insured Persons** shall continue until termination of this Policy, but only with respect to **Claims** for **Wrongful Acts** that take place prior to the date such organization ceased to be a **Subsidiary**.

C. In all events, this Policy shall not provide coverage for any **Subsidiary**, or its **Insured Persons** in their capacity as such, for **Wrongful Acts** taking place before such organization qualifies as a **Subsidiary** or after such **Subsidiary** ceases to be a **Subsidiary**.

X. CONDITIONS

A. Action Against the Insurer and Bankruptcy

No action shall lie against the Insurer unless, as a condition precedent thereto, the **Insured** shall have fully complied with all the terms of this Policy, nor until the amount of the liability of the **Insured** to pay shall have been fully and finally determined either by an award or final non-appealable judgment against the **Insured** after an actual hearing or trial or by written agreement of the **Insured**, the claimant, and the Insurer. Nothing contained in this Policy shall give any person, legal entity, or organization the right to join the Insurer as a party in any action against any **Insured** to determine the **Insured's** liability.

Bankruptcy or insolvency of any **Insured** or of the **Insured's** estate shall not relieve the Insurer of any of its obligations hereunder, nor deprive the Insurer of its rights and defenses under this Policy.

B. Subrogation

In the event of any payment under this Policy, the Insurer shall be subrogated to all of the **Insured's** rights of recovery therefor against any person, legal entity, organization, or other third party. The **Insured** shall execute and deliver instruments and papers and do whatever else is reasonably necessary to secure such rights and the **Insured** shall do nothing to prejudice such rights. If the Insurer recovers any amounts paid under this Policy, such amounts shall be applied first to any costs incurred by the Insurer in recovering such amounts, then to any amounts paid by the Insurer in excess of the applicable Limit of Liability, then to reinstate any amounts paid under the applicable Limit of Liability, then to reimbursement of any Self-Insured Retention or amounts in excess thereof paid by the **Insured**. The Insurer shall have no duty to seek a recovery of any amounts paid under this Policy.

Notwithstanding the foregoing, the Insurer specifically waives its rights of subrogation against any of the **Insured's** customers or clients, but only to the extent that the **Insured** agreed,

pursuant to a written agreement, to waive its rights of recovery against such customer or client prior to the occurrence of any **Wrongful Act** or **Pollution Condition**.

C. Representations and Severability of the Application

The **Insureds** represent and acknowledge that the statements, representations, and information contained in the **Application** are true and complete, are deemed to be incorporated into and a part of this Policy as if physically attached hereto, and that this Policy has been issued in reliance on the truth and completeness of such statements, representations, and information.

In the event the **Application** contains any untrue or incomplete statement or any omission, and such statement or omission either was made with the intent to deceive or materially affected either the acceptance of the risk or the hazard assumed by the Insurer, then this Policy shall not provide coverage for any **Claim** arising from the facts that were untrue or incomplete with respect to any **Insured Person** who had knowledge of the true facts, or any **Company** and its **Subsidiaries** if a principal, partner, officer, director, or organizational equivalent of such **Company** had knowledge of the true facts, whether or not such **Insured Person** or principal, partner, officer, director, or organizational equivalent of such **Company** knew the **Application** contained such untrue or incomplete statement or omission.

D. Other Insurance

This Policy shall be in excess of the amount of the applicable Self-Insured Retention of this Policy and excess of any other insurance or indemnification available to the **Insured**, whether such insurance or indemnification is collectible or uncollectible, and whether such insurance is stated to be primary, pro rata, contributory, excess, contingent, or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability provided in this Policy.

E. Changes

Notice to any agent or knowledge possessed by any agent or other person acting on behalf of the Insurer shall not affect a waiver or a change in any part of this Policy or estop the Insurer from asserting any right under the terms of this Policy, nor shall the terms of this Policy be waived or changed, except by written endorsement issued by the Insurer and made a part of this Policy.

F. Assignment

Assignment of interest under this Policy shall not bind the Insurer unless its consent is endorsed in writing hereon.

G. Policy Termination

1. Cancellation

a. The **Named Insured** may cancel this Policy during the **Policy Period** by giving prior written notice to the Insurer stating when such cancellation shall take effect.

b. The Insurer may cancel this Policy:

ENDORSEMENT

Named Insured:	Cobb, Fendley & Associates, Inc.	Policy Number:	DPL30039639003
Endorsement Effective Date:	July 10, 2026 12:01 AM Standard Time at the address of the **Named Insured** as shown in the Declarations.	Endorsement Number:	4

CONTRACTOR'S POLLUTION COVERAGE ENDORSEMENT
(Primary and Non-Contributory)

It is agreed that:

I. Section II. DEFINITIONS is amended as follows:

A. Definition N. **Insured** is amended by the addition of the following:

Solely with respect to coverage for **Pollution Conditions**, the term **Insured** shall also mean the **Named Insured's** client, but only with respect to any **Claim** for a **Design Professionals Wrongful Act** of the **Named Insured**, provided that the **Named Insured** performs or performed **Design Professional Services** for such client and an **Insured Contract** was in effect that required such client to be insured under the **Named Insured's** professional liability insurance policy. Coverage available to such **Named Insured's** client under this Policy shall not be broader in scope than the insurance required pursuant to the **Insured Contract**, and only if required pursuant to such **Insured Contract**, shall be provided on a primary and non-contributory basis, excess of only any applicable self-insured retention.

Solely for purposes of this Definition, **Insured** shall not include any employee of the **Named Insured** solely while acting in his or her professional capacity on the behalf of the **Named Insured**.

In no event will coverage be provided under this Policy for any actual or alleged act, error, or omission of the **Named Insured's** client.

B. The following Definition is added:

Insured Contract means that part of any written contract or agreement between the **Named Insured** and the **Named Insured's** client under which the **Named Insured** assumes tort liability of such client to pay for compensatory damages to persons, other than an **Insured**, because of **Bodily Injury** or **Property Damage** as a result of **Pollution Conditions**.

II. Section III. EXCLUSIONS is amended as follows:

A. Exclusion E. is amended by the addition of the following:

This Exclusion E. shall not apply to **Pollution Conditions** arising out of the ownership, maintenance, use, operation, loading, or unloading of any automobile, aircraft, watercraft, or rolling stock within the boundaries of the **Named Insured's** job site.

B. Exclusion M. is amended by the addition of the following:

Exclusion M. shall not apply to:

1. liability assumed in a contract or agreement that is an **Insured Contract**, provided the **Design Professionals Wrongful Act** or **Pollution Conditions** occur subsequent to the execution of such contract or agreement; or

2. any **Claim** against an **Insured** by a client or customer, if and to the extent that the **Claim** alleges a breach of contractual obligations in the rendering of or failure to render **Design Professional Services**.

C. The following Exclusions are added:

This Policy shall not apply to any **Loss** based upon or arising out of any waste or materials transported via automobile, aircraft, watercraft, or rolling stock beyond the boundaries of the job sites where **Design Professional Services** are being performed.

This Policy shall not apply to any **Loss** caused by, arising out of, relating to, resulting from, or contributed to in any way by asbestos or asbestos-containing materials.

Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

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such amounts are within the "self-insured retention".

B. You agree to arrange for the investigation, defense or settlement of any claim or "suit" in any country where we may be prevented by law from carrying out this agreement. We will pay defense expenses incurred with our written consent in connection with any such claim or "suit" in addition to any applicable limit of insurance. We will also promptly reimburse you for our proper share, but subject to the applicable limit of insurance, of any settlement above the "self-insured retention" made with our written consent.

C. We will have the right to associate at our expense with the "insured" or any underlying insurer in the investigation, defense or settlement of any claim or "suit" which in our opinion may require payment hereunder. In no event, however, will we contribute to the cost and expenses incurred by any underlying insurer.

SECTION III - WHO IS AN INSURED

A. If you are doing business as:

1. An individual, you and your spouse are "insureds", but only with respect to the conduct of a business of which you are the sole owner.

2. A partnership or joint venture, you are an "insured". Your members, your partners, and their spouses are also "insureds", but only with respect to the conduct of your business.

3. A limited liability company, you are an "insured". Your members are also "insureds", but only with respect to the conduct of your business. Your managers are "insureds", but only with respect to their duties as your managers.

4. An organization other than a partnership, joint venture or limited liability company, you are an "insured". Your "executive officers" and directors are "insureds", but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders.

5. A trust, you are an "insured". Your trustees are also "insureds", but only with respect to their duties as trustees.

B. Each of the following is also an "insured":

1. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees," other than your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts:

a. Within the scope of their employment by you or while performing duties related to the conduct of your business; and

b. Only if such "volunteer workers" or "employees" are insureds under "underlying insurance" with limits of liability no less than stated in the Schedule of Underlying Insurance Policies, subject to all the coverage, terms, conditions and limitations of such "underlying insurance".

2. Any person or organization with whom you agreed, because of a written contract, written agreement or because of a permit issued by a state or political subdivision, to provide insurance such as is afforded under this policy, but only with respect to your operations, "your work" or facilities owned or used by you.

This provision does not apply:

a. Unless the written contract or written agreement has been executed, or the permit has been issued prior to the "bodily injury," "property damage," or "personal and advertising injury"; and

b. Unless limits of liability specified in such written contract, written agreement or permit is greater than the limits shown for "underlying insurance"; or

c. Beyond the period of time required by the written contract or written agreement.

3. Any person or organization having proper temporary custody of your property if you die, but only:

a. With respect to liability arising out of the maintenance or use of that property; and

b. Until your legal representative has been appointed.

4. Your legal representative if you die, but only with respect to his or her duties as such. That representative will have all your rights and duties under this policy.

C. With respect to "auto", any "insured" in the "underlying insurance" is an "insured" under this insurance policy, subject to all the limitations of such "underlying insurance".

D. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as an "insured" if there is no other similar insurance available to that organization.

However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the "policy period", whichever is earlier;

2. This insurance does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

K. Maintenance Of Underlying Insurance

Policies affording in total the coverage and limits stated in the Schedule of Underlying Insurance Policies shall be maintained in full effect during the currency of this policy. Your failure to comply with the foregoing shall not invalidate this policy, but in the event of such failure, we shall be liable only to the extent that we would have been liable had you complied herewith.

The Named Insured first shown in the Declarations shall give us written notice as soon as practicable of any of the following:

1. Any change in the coverage or in the limits of any "underlying insurance", including but not limited to a change from occurrence coverage to claims made coverage;
2. Termination of part or all of one or more of the policies of "underlying insurance";
3. Reduction or exhaustion of an aggregate limit of liability of any "underlying insurance".

The "self-insured retention" shall not apply should the "underlying insurance" be exhausted by the payment of claims or "suits" which are also covered by this policy.

L. Cancellation

1. The Named Insured first shown in the Declarations may cancel this policy by mailing or delivering to us or to any of our authorized agents advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the Named Insured first shown in the Declarations at the address shown in this policy, written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if such Named Insured fails to pay the premium or any installment when due; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. If notice is mailed, proof of mailing will be sufficient proof of notice. Notice will state the effective date of cancellation. The "policy period" will end on that date. Delivery of such notice by the Named Insured first shown in the Declarations or by us will be equivalent to mailing.
4. If the Named Insured first shown in the Declarations cancels, the refund may be less than pro rata, but we will retain any minimum premium stated as such in the Declarations. If we cancel, the refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.

M. Non-Renewal

1. If we decide not to renew, we will mail or deliver to the Named Insured first shown in the Declarations, at the address shown in this policy, written notice of non-renewal at least 30 days before the end of the "policy period".
2. If notice is mailed, proof of mailing will be sufficient proof of notice.
3. If we offer to renew but such Named Insured does not accept, this policy will not be renewed at the end of the current "policy period".

N. Workers' Compensation Agreement

With respect to "bodily injury" to any officer or other employee arising out of and in the course of employment by you, you represent and agree that you have not abrogated and will not abrogate your common-law defenses under any Workers' Compensation Law by rejection of such law or otherwise. If at any time during the "policy period" you abrogate such defenses, the insurance for "bodily injury" to such officer or other employee automatically terminates at the same time.

O. Bankruptcy Or Insolvency

In the event of the bankruptcy or insolvency of the "insured" or any entity comprising the "insured", we shall not be relieved of any of our obligations under this policy.

P. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;
b. The statements in the Schedule Of Underlying Insurance Policies are accurate and complete;
c. The statements in a. and b. are based upon representations you made to us:
d. We have issued this policy in reliance upon your representations; and
e. If unintentionally you should fail to disclose all hazards at the inception of this policy, we shall not deny coverage under this policy because of such failure.

SECTION VII - DEFINITIONS

Except as otherwise provided in this section or amended by endorsement, the words or phrases that appear in quotation marks within this policy shall follow the definitions of the applicable "underlying insurance" policy.

"underlying insurance" or the "self-insured retention," we may elect to make such appeal, at our cost and expense.

If we so elect, we shall be liable in addition to the applicable Limit of Insurance, for the:

1. Taxable costs;

2. Disbursements; and

3. Additional interest incidental to such appeal;

But in no event will we be liable for "damages" in excess of the applicable aggregate Limit of Insurance.

If a judgment is rendered in excess of the limits of "underlying insurance" and we offer to pay our full share of such judgment, but you or your underlying insurers elect to appeal it, you, your underlying insurers or both will bear:

a. The cost and duty of obtaining any appeal bond;

b. The taxable costs, disbursements and additional interest incidental to such appeal; and

c. Any increase in damages over the amount the matter could have been settled for after the verdict was entered and before the appeal was filed.

G. Other Insurance

This policy shall apply in excess of all "underlying insurance" whether or not valid and collectible. It shall also apply in excess of other valid and collectible insurance (except other insurance purchased specifically to apply in excess of this insurance) which also applies to any loss for which insurance is provided by this policy.

These excess provisions apply, whether such other insurance is stated to be:

1. Primary;

2. Contributing;

3. Excess; or

4. Contingent.

H. Transfer Of Rights Of Recovery Against Others To Us

1. Transfer Of Rights Of Recovery

If the insured has rights to recover all or a part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after a loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

a. Recoveries shall be applied to reimburse:

(1) First, any interest (including the Named Insured) that paid any amount in excess of our limit of liability;

(2) Second, us, along with any other insurers having a quota share interest at the same level;

(3) Third, such interests (including the Named Insured) of whom this insurance is excess.

However, a different apportionment may be made to effect settlement of a claim by agreement signed by all interests.

b. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

2. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the "insured" has waived any rights of recovery against any person or organization for all or part of any payment we have made under this policy, we also waive that right, provided the "insured" waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

I. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. Notice to any agent, or knowledge possessed by any agent or any other person shall not effect a waiver or a change in any part of this policy, or stop us from asserting any rights under the terms of this policy.

The Named Insured first shown in the Declarations is authorized on behalf of all "insureds" to agree with us on changes in the terms of this policy.

If the terms are changed, the changes will be shown in an endorsement issued by us and made a part of this policy.

J. Separation Of Insureds

Except with respect to the Limits of Liability, and any rights or duties specifically assigned in this policy to the Named Insured first shown in the declarations, this insurance applies:

a. As if each Named Insured were the only Named Insured: and

b. Separately to each insured against whom claim is made or "suit" is brought.

TAU 95 01 11 97

Policy No. TUE F356261 01
Renewal Of TUE F356261 00

EXCESS LIABILITY POLICY DECLARATIONS

ITEM 1. NAMED INSURED AND MAILING ADDRESS:
Cobb, Fendley & Associates, Inc.
4424 W Sam Houston Pkwy N Ste 600
Houston, TX 77041

ITEM 2. POLICY PERIOD:
12:01 A.M. Standard Time at the address of the Named Insured shown at left.
From: 07/10/2026 To: 07/10/2027

IN RETURN FOR PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

AGENT'S NAME AND ADDRESS:
USI Insurance Services LLC
9811 Katy Freeway
Suite 500
Houston, TX, 77024

Insurance is afforded by Company indicated below:
Great American Insurance Company
(a capital stock corporation)

ITEM 3. POLICY PREMIUM: [redacted]

POLICY MINIMUM PREMIUM: [redacted]

PREMIUM BASIS : (X) Flat ( ) Auditable

ITEM 4. LIMITS OF INSURANCE:
The Company's Liability under this policy will not exceed the following limit: 100 percent of "loss" excess of Underlying Insurance stated in **Item 5.** of the Declarations, but for no greater than:

$ 7,000,000. Each Occurrence
$ 7,000,000. Aggregate Limit (where applicable)

ITEM 5. SCHEDULE OF UNDERLYING INSURANCE:

First Underlying Insurance Policy Insurer, Policy No., Policy Period	Applicable Limit	
THE HARTFORD CASUALTY INSURANCE COMPANY POLICY: 61XHUOL6HSN, 7/10/26-7/10/27	$ 5,000,000. $ 5,000,000.	Each Occurrence Aggregate Limit (where applicable)

Other Underlying Insurance (Excess of First Underlying Insurance Policy)	Applicable Limit	
N/A	$ N/A $ N/A	Each Occurrence Aggregate Limit (where applicable)

ITEM 6. FORMS AND ENDORSEMENTS applicable to all Coverage Forms and made part of this policy at time of issue are listed on the attached Forms and Endorsements Schedule, TAU 9997 (Ed. 11/97) .

Countersigned _____ By _____
Date Authorized Representative

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:
2026-1497942

Date Filed:
08/04/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Cobb, Fendley & Associates, Inc.
Houston, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
T21-2025, Alliance Blvd
Civil Engineering Design Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Silver, Monica	Houston, TX United States	X	
Warth, Dan	Austin, TX United States	X	
Eastland, Charles	Houston, TX United States	X	
Scurry, Floyd	Houston, TX United States	X	
Ram, Vineeta	Houston, TX United States	X	
Khoury, Sandra	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Ami Goudie, and my date of birth is [redacted].

My address is 4424 W Sam Houston Parkway N, Suite 600, Houston (city), Texas (state), 77041 (zip code), USA (country).

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

Executed in Harris County, State of Texas, on the 4th day of August (month), 2026 (year).

Signature of authorized agent of contracting business entity
(Declarant)

AGENDA ITEM REPORT
8.3.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2026-168 accepting the infrastructure improvements for private development known as Gola Phase 2. (Kate Moriarty)
Meeting:	Thursday, August 20, 2026
Department:	Engineering /
Staff Contact:	Kate Moriarty

ITEM SUMMARY:

This project is located in the south-west section of Hutto and consists of infrastructure acceptance of **wastewater, water, storm, drainage, sidewalks and streets** construction with the Gola Phase 2 improvements. The final inspection by staff accepts this infrastructure, including supporting documentation. Infrastructure documents include maintenance bonds, cost summary, areas approved and itemized infrastructure.

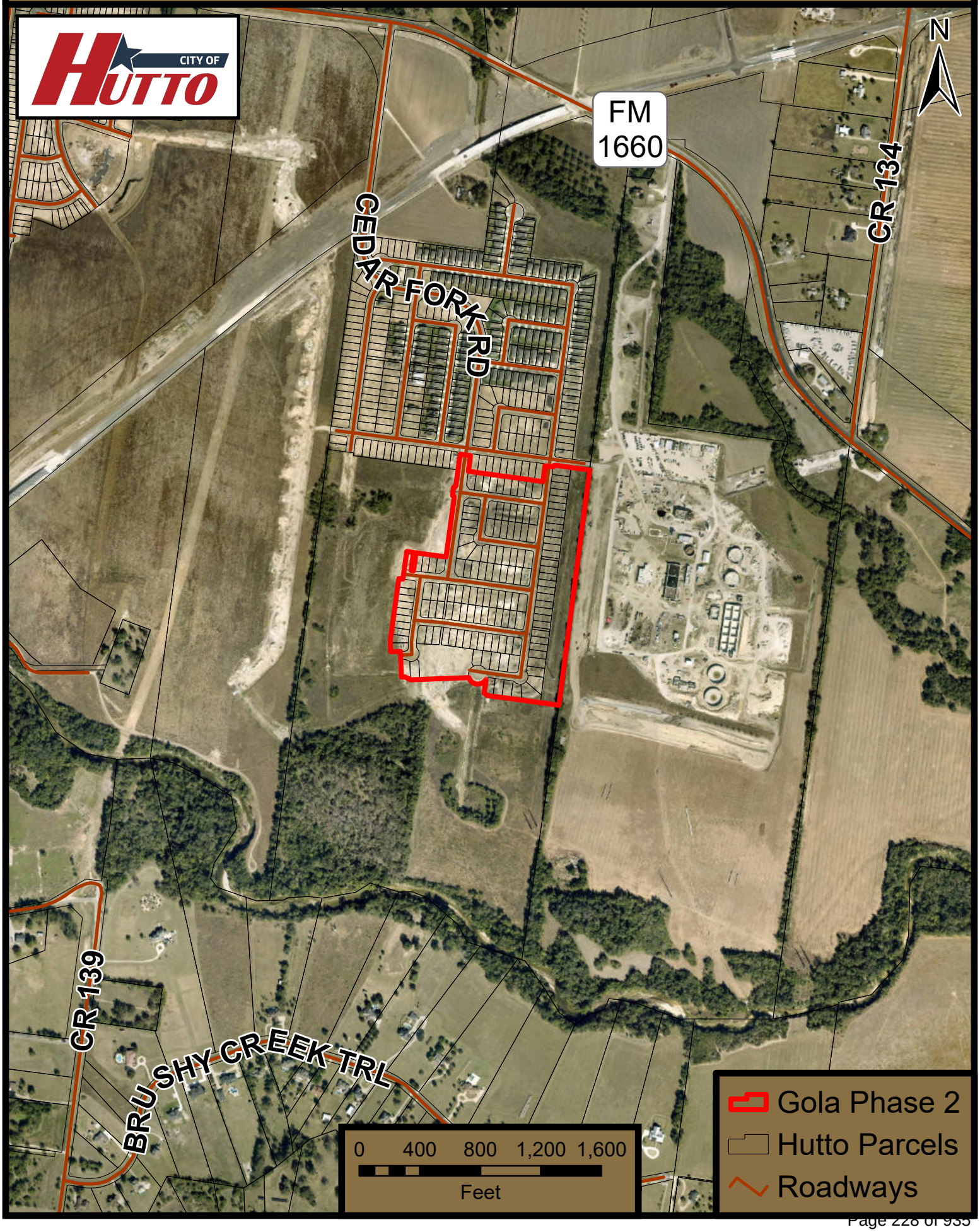
FISCAL NOTES:

No financial impact from acceptance of infrastructure improvements. Engineering has confirmed that maintenance bonds have been received and provided to City Secretary for recordkeeping.

ATTACHMENTS:

1. Gola_Phase_Map
2. Hutto RES_Gola_Phase_2 7.01.26
3. Gola Ph. 2 Construction Summary
4. Gola Phase 2 - Cost and Quantities_BGE Signed
5. Gola Phase 2 - ECL_BGE Signed
6. Gola Phase 2 Record Drawings
7. Gola Phase II 2YR Maintenance Bond
8. Inspection Transmittal
9. GOLA PH 2 - Proposed Benchmark Survey Monument Location (1)
10. GOLA PH.2 Punchlist after
11. Final Subdivision Checklist

Gola Phase 2


CITY OF HUTTO
N
FM 1660
CEDAR FORK RD
CR 134
CR 139
BRUSHY CREEK TRL
0 400 800 1,200 1,600
Feet
Gola Phase 2
Hutto Parcels
Roadways

RESOLUTION NO. R-2026-XXX

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING INFRASTRUCTURE IMPROVEMENTS FOR THE SUBDIVISION KNOWN AS GOLA PHASE 2 IN THE CITY OF HUTTO, WILLIAMSON COUNTY; PROVIDING PROPER NOTICE AND MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the public infrastructure improvements for Gola Phase 2 have been constructed and are ready for acceptance; and

WHEREAS, a final inspection was conducted by the City Construction Inspection and Public Works staff on all streets, sidewalks, ramps, drainage, water, and wastewater improvements; and

WHEREAS, Philadelphia Indemnity Insurance Company submitted warranty bond to cover the material and workmanship for two years.

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

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

SECTION 2: That the Hutto City Council hereby approves and authorizes the City Manager to accept the infrastructure and enter into a two-year maintenance period.

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

SECTION 4: This Resolution shall take effect immediately upon its passage.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 16 day of July 2026 on vote of __AYES; ___NAYS; __ABSTENTIONS

CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Laura Hallmark, City Secretary

PROJECT CONSTRUCTION SUMMARY

PROJECT NAME: Gola Phase 2

FINAL ACCEPTANCE DATE:

INSPECTOR: Edward Hill

CONTRACTOR: DNT Construction

Maintained By:	
COH	Other
Boxes checked by COH	

CONSTRUCTION COSTS

STREET IMPROVEMENT COST: $1,351,100.54

SIDEWALK IMPROVEMENT COST: $81,356.70

N/A

SIDEWALK RAMP IMPROVEMENT COST: $59,496.00

BRIDGE IMPROVEMENT COST:

POND(S) COST: N/A

DRAINAGE IMPROVEMENT COST: $1,714,340.86

WATER IMPROVEMENT COST: $741,177.42

WASTEWATER IMPROVEMENT COST: $941,364.28

RESTORATION COST: $115,167.70

TOTAL IMPROVEMENT COST: $5,004,003.50

PREPARED BY (DESIGN ENGINEER): Josh Janysek, P.E.

CHECKED BY (CITY INSPECTOR): Ed Hill

CONSTRUCTION SUMMARY FOR STREETS & SIDEWALKS

STREET PAVING							
STREET NAME	Address from	Address to	Pavement Design (Thickness) Asphalt / Base	Pavement Width (FT) (foc-foc)	L (FT)	PRIVATE	ETJ
CEDAR FORK ROAD	N/A	N/A	2”/14”	69’	830’	NO	NO
ARLINGTON PARK LOOP	N/A	N/A	2”/9”	55’	602’	NO	NO
STONEBROOK DRIVE	N/A	N/A	2”/9”	55’	1,716’	NO	NO
NORTON CREEK DRIVE	N/A	N/A	2”/9”	55’	608’	NO	NO
HAMILTON PARK DRIVE	N/A	N/A	2”/9”	55’	682’	NO	NO
HIGHLAND GLEN DRIVE	N/A	N/A	2”/9”	VAR	861’	NO	NO
CLAREMONT SKY STREET	N/A	N/A	2”/9”	55’	746’	NO	NO

SIDEWALKS / SIDEWALK RAMPS						
STREET NAME	Address from	Address to	W (FT)	L (FT)	SIDES [1]	CURB RAMP [2]
ARLINGTON PARK LOOP	N/A	N/A	5’	106	E	2
ARLINGTON PARK LOOP	N/A	N/A	5’	N/A	W	2
CLAREMONT SKY STREET	N/A	N/A	5’	15	S	2

CLAREMONT SKY STREET	N/A	N/A	5’	15	N	2
STONEBROOK DRIVE	N/A	N/A	5’	34	E	5
STONEBROOK DRIVE	N/A	N/A	5’	245	W	5
HIGHLAND GLEN DRIVE	N/A	N/A	5’	16.5	N	3
HIGHLAND GLEN DRIVE	N/A	N/A	5’	15	S	3
HAMILTON PARK ROAD	N/A	N/A	5’	N/A	E	2
HAMILTON PARK ROAD	N/A	N/A	5’	N/A	W	2
NORTON CREEK DRIVE	N/A	N/A	5’	N/A	N	2
NORTON CREEK DRIVE	N/A	N/A	5’	N/A	S	2
CEDAR FORK ROAD	N/A	N/A	5’	790	E	4
CEDAR FORK ROAD	N/A	N/A	5’	790	W	4

1 – Designates location of existing sidewalk (E, W, S, N, SE, SW, NE, NW of designated street) 2 – Number of Ramps

CONSTRUCTION SUMMARY FOR BRIDGES

BRIDGES / BRIDGE CLASS CULVERTS / DRAINAGE CULVERTS ACROSS ROW								
STREET NAME AND ADDRESS OR LOCATION	FEATURE CROSSED [1]	TYPE [2]	DESCRIPTION [3]	DECK		COST	PRIVATE	ETJ
				W (FT) [4]	L (FT) [5]			

1 – Feature Crossed: Creek name if major creek or branch, or roadway name if overpass.

2 – Type: B – Bridge, C - Culvert, P – Pipe. All crossings 20’ and wider including multiple box culverts totaling 20’ or wider shall be classified as a B – Bridge. Culverts are precast of cast-in-place box culverts. Pipes are smaller drainage pipe crossings with or without headwalls.

3 – Description: i.e. 2 spans (Bridge), 2 – 5 X 7’ (Culverts), 2 – 24” RCP (Pipes).

4 – Deck Width: Use “footprint” of culvert/pipes for width on buried culvert/pipes; include full “out to out” dimension including sidewalks/railings for width of standard bridges.

5 – Deck Length: Measured along the centerline of the roadway

CONSTRUCTION SUMMARY FOR PONDS

PONDS						
POND TYPE [1]	LOCATION (ADDRESS OR LOT / BLOCK #)	SIZE (SY) [2]	DRAINAGE AREA (ACRES)	PRIVATE [3]	ETJ	COST

1 – BD = Bio–Detention
D = Detention Only
DSF = Detention / Sedimentation / Filtration
F = Filtration Only
S = Sedimentation Only
SF = Sedimentation / Filtration

SFI = Sedimentation / Filtration / Infiltration
SI = Sedimentation / Irrigation
WP = Wet Pond

2 – Approximate boundary area

3 – Provide copy of recorded agreement for privately maintained ponds

CONSTRUCTION SUMMARY FOR DRAINAGE

STORM DRAIN			MANHOLES			INLETS		
SIZE (IN)	MATERIAL TYPE	L (FT)	QTY	SIZE (Dia – FT)	MATERIAL TYPE	QTY	SIZE (L – FT)	TYPE [1]
18	RCP	1,041				38	10’	CURB
24	RCP	824				1	15’	CURB
30	RCP	241						
36	RCP	149						
42	RCP	646						
54	RCP	375						
5’X5’	RCB	463						
6’X6’	RCB	452						

JUNCTION BOXES			OUTFALL STRUCTURES		
QTY	SIZE (FT x FT x FT)	MATERIAL TYPE [2]	QTY	SIZE [3]	DESCRIPTION [4]
3	4’X4’	PRECAST	1	6”	SET
1	5’X5’	PRECAST	1	6’X6’	HEADWALL
2	6’X6’	PRECAST			
4	7’X7’	PRECAST			
2	9’X9’	PRECAST			

CHANNEL			
LENGTH (FT)	BOTTOM WIDTH (FT)	SIDE SLOPE (FT/FT)	LINING MATERIAL TYPE
426	43	4/1	GRASS
	4	50/1	CONCRETE

1) Grate, Area, Curb, Recessed Curb, Combination, Slotted Drain
2) Cast-in-Place, Precast
3) Pipe size / Culvert Size
4) Headwall, Wing Walls, Gabions

CONSTRUCTION SUMMARY FOR WATER

VALVES INSTALLED			PIPE			FIRE HYDRANTS		
SIZE	DESCRIPTION	NO.	SIZE	TYPE	LENGTH	SIZE	TYPE	NO.
6”	CLOW	13	6”	PVC	95’	6”	CLOW	13
8”	CLOW	21	8”	PVC	5068’			
			8”	DIP	154’			
AIR RELEASE								
SIZE	TYPE	NO.						
2”	KUPFERLE	4						
			SERVICES INSTALLED					

			NO.	TYPE			
			54	SINGLE			
			47	DOUBLE			
			1	2” IRRIGATION			

REMARKS:

CONSTRUCTION SUMMARY FOR WASTEWATER

PIPE			MANHOLES					
SIZE	TYPE	LENGTH	DEPTH	MAKE	STA. NO.	B.C.	EYE	STREET

8”	PVC	5,050’	14.25’	PRECAST	4+84.74	NO	2	NORTON CREEK DR.
10”	PVC	150’	15.33’	PRECAST	16+76.88	NO	3	STONEBROOK DR.
48”	FRP	243’	10.1’	PRECAST	7+07.39	NO	1	HAMILTON PARK RD.
			16.42’	PRECAST	4+92.39	NO	2	HAMILTON PARK RD.
			15.5’	PRECAST	13+86.87	NO	3	HAMILTON PARK RD.
			18.58	PRECAST	8+53.87	NO	3	HIGHLAND GLEN DR.
			18.1	PRECAST	4+92.99	NO	2	HIGHLAND GLEN DR.
			17.66	PRECAST	10+96.86	NO	3	HIGHLAND GLEN DR.
			19	PRECAST	6+25.33	NO	2	CLAREMONT SKY ST.
			18.75	PRECAST	3+59.61	NO	2	CLAREMONT SKY ST.
			18.58	PRECAST	8+06.86	NO	3	CLAREMONT SKY ST.
			18	PRECAST	10+39.88	NO	2	ARLINGTON PARK LOOP
			18.5	PRECAST	9+45.95	NO	2	ARLINGTON PARK LOOP
			19.33	PRECAST	8+10.97	NO	2	ARLINGTON PARK LOOP
			9.17	PRECAST	3+17.00	NO	1	ARLINGTON PARK LOOP
			21.33	PRECAST	5+16.88	NO	2	STONEBROOK DR.
			24	PRECAST	2+66.07	NO	2	STONEBROOK DR.
			6.5	PRECAST	19+30.71	NO	1	STONEBROOK DR.

SERVICES INSTALLED

NO.	TYPE – S / D
42	S
54	D

TYPE OF MANHOLE COATING:

REMARKS:

LIMITS OF CONSTRUCTION FOR WATER/WASTEWATER PROJECTS ONLY

PROJECT NAME _____ WORK ORDER #_____

W/WW JOB I.D. _____ SUBDIVISION FILE #
_____

LIMITS OF PROJECT WILL BE GIVEN BY ADDRESS OF STREETS LISTED BELOW

STREET NAME	FROM	TO

THIS SHEET MUST BE USED WHEN THERE IS NOT A STREET AND DRAINAGE SUMMARY INCLUDED.

Gola Phase 2 Final Cost and Quantities

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE
	WATER IMPROVEMENTS				
1	8-INCH C-900, DR-14 POTABLE (BLUE) WATER LINE AND APPURTENANCES, ALL DEPTHS, PER LINEAR FOOT, (CIP)	LF	5068	$353,847.76	$ 69.82
2	8-INCH, DUCTILE IRON PIPE	LF	154	$13,190.10	$ 85.65
3	SINGLE WATER SERVICE, 2 INCH, PER EACH, CIP	EA	54	$97,871.22	$ 1,812.43
4	DOUBLE WATER SERVICE, 2 INCH, PER EACH, CIP	EA	47	$99,038.87	$ 2,107.21
5	FIRE HYDRANT INCLUDING 6-INCH LEAD AND 6-INCH VALVE, PER CITY OF HUTTO STANDARDS, PER EACH, CIP	EA	13	$92,480.70	$ 7,113.90
6	8-INCH GATE VALVE PER EACH, CIP	EA	21	$60,939.06	$ 2,901.86
7	CONNECT TO EXISTING, PER EACH, CIP	EA	1	$1,172.18	$ 1,172.18
9	AUTO FLUSH VALVE, PER EACH, CIP	EA	4	$12,532.44	$ 3,133.11
10	AMENITY CENTER 2-INCH WATER SERVICE, PER EACH, CIP	EA	2	$4,567.54	$ 2,283.77
CO1-01	6" C900 DR 14	EA	95	$5,537.55	$ 58.29
	SUBTOTAL WATER IMPROVEMENTS			**$741,177.42**	
	WASTEWATER IMPROVEMENTS				
1	8-INCH WASTEWATER (GREEN) SDR-26 PVC PIPE AND APPURTENANCES, 0'-8' DEPTH, PER LINEAR FOOT, CIP	LF	180	$10,800.00	$ 60.00
2	8-INCH WASTEWATER (GREEN) SDR-26 PVC PIPE AND APPURTENANCES, 8'-10' DEPTH, PER LINEAR FOOT, CIP	LF	504	$35,280.00	$ 70.00
3	8-INCH WASTEWATER (GREEN) SDR-26 PVC PIPE AND APPURTENANCES, 12'-14' DEPTH, PER LINEAR FOOT, CIP	LF	497	$39,760.00	$ 80.00
4	8-INCH WASTEWATER (GREEN) SDR-26 PVC PIPE AND APPURTENANCES, 14'-16' DEPTH, PER LINEAR FOOT, CIP	LF	1158	$115,800.00	$ 100.00
5	8-INCH WASTEWATER (GREEN) SDR-26 PVC PIPE AND APPURTENANCES, 16'-18' DEPTH, PER LINEAR FOOT, CIP	LF	2333	$256,630.00	$ 110.00
6	8-INCH WASTEWATER (GREEN) SDR-26 PVC PIPE AND APPURTENANCES, 18'-20' DEPTH, PER LINEAR FOOT, CIP	LF	378	$45,360.00	$ 120.00
7	10-INCH WASTEWATER (GREEN) SDR-26 PVC PIPE AND APPURTENANCES, 20'-22- DEPTH, PER LINEAR FOOT, CIP	LF	150	$22,584.00	$ 150.56
8	8-INCH CLEANOUT, PER EACH, CIP	EA	3	$4,670.07	$ 1,556.69
9	STEEL ENCASEMENT FOR 8-INCH PVC, PER LINEAR FOOT CIP	LF	125	$20,762.50	$ 166.10
10	STANDARD MANHOLE FOR WASTEWATER, 4-FOOT DIA. PER EACH, CIP	EA	14	$93,129.82	$ 6,652.13
11	DROP MANHOLE FOR WASTEWATER, 4-FOOT DIA. PER EACH, CIP	EA	4	$34,507.32	$ 8,626.83
12	EXTRA DEPTH, 4-FOOT MANHOLE, PER VERTICAL LINEAR FOOT, CIP	VF	159	$53,678.40	$ 337.60
13	SINGLE WASTEWATER SERVICE PER EACH, CIP	EA	42	$77,994.00	$ 1,857.00
14	DOUBLE WASTEWATER SERVICE PER EACH, CIP	EA	54	$129,488.76	$ 2,397.94
15	CONNECT TO EXISTING, PER EACH, CIP	EA	1	$919.41	$ 919.41
	SUBTOTAL WASTEWATER IMPROVEMENTS			**$941,364.28**	
	DRAINAGE IMPROVEMENTS				
1	18-INCH RCP, CLASS III PIPE (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	1,041.00	$80,968.98	$ 77.78
2	24-INCH RCP, CLASS III PIPE (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	824	$81,155.76	$ 98.49
3	30-INCH RCP, CLASS III PIPE (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	241	$41,772.53	$ 173.33
4	36-INCH RCP, CLASS III PIPE (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	149	$28,464.96	$ 191.04
5	42-INCH RCP, CLASS III PIPE (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	646	$144,032.16	$ 222.96
6	48-INCH RCP, CLASS III PIPE (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	265	$64,771.30	$ 244.42
7	54-INCH RCP, CLASS III PIPE (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	375.00	$150,048.75	$ 400.13
8	5X5 RCB CLASS III, PER LINEAR FOOT, CIP	LF	463	$266,988.95	$ 576.65
9	6X6 RCB CLASS III, PER LINEAR FOOT, CIP	LF	452	$369,121.28	$ 816.64
10	TxDOT FW-0 HEADWALL, PER EACH, CIP	EA	1	$29,441.71	$ 29,441.71
11	ROCK RIP, PER SQUARE YARD, CIP	SY	776	$39,226.80	$ 50.55
13	4X4 BOX MANHOLE, PER EACH, CIP	EA	3	$14,927.76	$ 4,975.92
14	5X5 BOX MANHOLE, PER EACH, CIP	EA	1	$5,644.81	$ 5,644.81
15	6X6 BOX MANHOLE, PER EACH, CIP	EA	2	$14,681.06	$ 7,340.53
16	7X7 BOX MANHOLE, PER EACH, CIP	EA	4.00	$61,908.64	$ 15,477.16
17	9X9 BOX MANHOLE, PER EACH, CIP	EA	2	$62,914.20	$ 31,457.10
18	10-FOOT STANDARD CURB INLET PER EACH, CIP	EA	38	$197,212.78	$ 5,189.81
19	15-FOOT STANDARD CURB INLET PER EACH, CIP	EA	1	$8,222.22	$ 8,222.22
20	GRASS LINED TRAPEZOIDAL CHANNEL, 4:1 SIDE SLOPE, 43-FT BOTTOM WIDTH, INCL. CONCRETE TRICKLE CHANNEL, PER	EA	426	$35,034.24	$ 82.24
21	CONNECT TO EXISTING DRAINAGE SYSTEM, PER EACH, CIP	EA	4	$5,000.36	$ 1,250.09
22	ADJUST EX MANHOLE TO FINISH GRADE	EA	5	$3,725.95	$ 745.19
CO2-01	6" Pereferated Pipe	LF	76	$2,428.20	$ 31.95
CO2-02	6" SET	EA	1	$2,673.42	$ 2,673.42
CO2-03	Concrete Trickle Channel	LF	28	$3,974.04	$ 141.93
	SUBTOTAL DRAINAGE IMPROVEMENTS			**$1,714,340.86**	
	EROSION AND SEDIMENTATION CONTROLS				
1	HYDROMULCH SEEDING FOR EROSION CONTROL	SY	17,478	$54,531.36	$ 3.12
2	INLET PROTECTION (NEW INLET) PER EACH, CIP	EA	39	$3,976.83	$ 101.97
3	SILT FENCE FOR EROSION CONTROL PER LINEAR FOOD, CIP	LF	3,481	$13,610.71	$ 3.91
4	ROCK BERM PER LINEAR FOOT, CIP	LF	60	$1,733.40	$ 28.89
5	STABILIZED CONSTRUCTION ENTRANCE	EA	1	$1,246.31	$ 1,246.31
6	LANDLOK EROSION CONTROL MATTING, PER SQUARE YARD, CIP	SY	4,643	$40,069.09	$ 8.63
	SUBTOTAL EROSION AND SEDIMENTATION CONTROLS			**$115,167.70**	
	STREET IMPROVEMENTS - SUBDIVISION				
1	SUBGRADE PREP INCL. 8-INCH LIME PER SQUARE YARD, CIP	SY	22,470	$289,188.90	$ 12.87
3	CRUSHED LIMESTONE BASE MATERIAL, 9-INCH THICKNESS, PER SQUARE YARD, CIP	SY	22,468	$230,521.68	$ 10.26
4	CRUSHED LIMESTONE BASE MATERIAL, 14-INCH THICKNESS, PER SQUARE YARD, CIP	SY	-	$0.00	$ 17.11
5	HMAC, 2-INCH THICKNESS, TYPE D, PER SQUARE YARD, CIP	SY	17,082	$304,913.70	$ 17.85
6	MACHINE LAID CURB AND GUTTER, PER LINEAR FOOT, CIP	LF	9,750	$189,637.50	$ 19.45
7	P.C. CONCRETE SIDEWALK, 5-FEET WIDE, 4-INCH THICKNESS PER LINEAR FOOT, CIP	LF	291	$12,134.70	$ 41.70
8	P.C. SIDEWALK RAMP WITH PAVERS (TYPE I) PER EACH, CIP	EA	29	$43,134.60	$ 1,487.40
9	P.C. CONCRETE VALLEY GUTTER, PER EACH, CIP	EA	5	$36,542.40	$ 7,308.48
10	STREET SIGNS AND PAVEMENT MARKINGS PER LUMP SUM, CIP	LS	1	$36,116.49	$ 36,116.49
11	INSTALL STREET END BARRICADES PER EACH, CIP	EA	-	$0.00	$ 2,492.62
	SUBTOTAL STREET IMPROVEMENTS - SUBDIVISION			**$1,142,189.97**	
	STREET IMPROVEMENT - COMMON				
1	SUBGRADE PREP INCL. 8-INCH LIME PER SQUARE YARD, CIP	SY	4,611	$59,343.57	$ 12.87
3	CRUSHED LIMESTONE BASE MATERIAL, 9-INCH THICKNESS, PER SQUARE YARD, CIP	SY	-	$0.00	$ 10.26
4	CRUSHED LIMESTONE BASE MATERIAL, 14-INCH THICKNESS, PER SQUARE YARD, CIP	SY	4,613	$78,928.43	$ 17.11
5	HMAC, 2-INCH THICKNESS, TYPE D, PER SQUARE YARD, CIP	SY	3,689	$65,848.65	$ 17.85
6	MACHINE LAID CURB AND GUTTER, PER LINEAR FOOT, CIP	LF	1,660	$32,287.00	$ 19.45
7	P.C. CONCRETE SIDEWALK, 5-FEET WIDE, 4-INCH THICKNESS PER LINEAR FOOT, CIP	LF	1,660	$69,222.00	$ 41.70
8	P.C. SIDEWALK RAMP WITH PAVERS (TYPE I) PER EACH, CIP	EA	11	$16,361.40	$ 1,487.40
9	P.C. CONCRETE VALLEY GUTTER, PER EACH, CIP	EA	1	$7,308.48	$ 7,308.48
10	STREET SIGNS AND PAVEMENT MARKINGS PER LUMP SUM, CIP	LS	1	$15,478.50	$ 15,478.50
11	INSTALL STREET END BARRICADES PER EACH, CIP	EA	2	$4,985.24	$ 2,492.62
	SUBTOTAL STREET IMPROVEMENT - COMMON			**$349,763.27**	
	TOTAL IMPROVEMENTS AMOUNT			**$5,004,003.50**	
	2 Year Warranty Bond Amount 100%			**$5,004,003.50**	

6/17/2026

6/25/2026

RE: Gola Phase 2
City of Hutto
500 W Live Oak Street
Hutto, TX 78634

Engineer's Concurrence Letter

To Whom It May Concern:

Please find this letter as our formal engineering concurrence for the above-referenced project. On June 25, 2026, I the undersigned professional engineer, or my representative, made a final visual inspection of the above referenced project. This inspection represented the culmination of multiple site visits conducted by BGE, Inc., singly and several joint site visits conducted with City of Hutto staff accompanied by Contractor personnel. The conclusion drawn from this final inspection and those site visits conducted during construction is that the Gola Phase 2 project has been constructed in general compliance with the approved plans, specifications and requirements of the associated regulatory permits. I, therefore, recommend acceptance of this project by City of Hutto.

Revegetation of areas disturbed in this construction project remain in progress with appropriate erosion controls in place to minimize erosive potential during the grow-in period.

Sincerely,
BGE, Inc.

Josh Janysek

Josh Janysek, P.E.
Director – Construction Management

cc: Sydnee Best (City of Hutto)
Todd Meaker (City of Hutto)
Edward Hill (City of Hutto)
Frank Del Castillo (Ashton Woods)

CONSTRUCTION PLANS FOR GOLA PHASE II WILLIAMSON COUNTY, TEXAS "PAVING, DRAINAGE, WATER & WASTEWATER IMPROVEMENTS" NOVEMBER 2022

CP-24-0036
REVISION 2 (2)

SUMMARY NOTES

ENGINEER: BGE, INC., TBPE F-1046
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TEXAS 78744
(512) 879-0400

SURVEYOR: BGE, INC., TBPE F-1046
101 WEST LOUIS HENNA BLVD, SUITE 400
AUSTIN, TX 78728
(512) 879-0400

PROPERTY OWNER: STARLIGHT HOMES TEXAS, LLC
10721 RESEARCH BLVD, SUITE B210
AUSTIN, TX, 78759

UTILITY PROVIDERS: ONCOR ENERGY
CITY OF HUTTO WATER & WASTEWATER

LEGAL DESCRIPTION:

57.057 ACRE TRACT OF LAND IN THE JAMES HICKMAN SURVEY NUMBER 24, ABSTRACT NUMBER 291, WILLIAMSON COUNTY, TEXAS; BEING ALL OF A CALLED 0.946 OF ONE ACRE TRACT OF LAND AS CONVEYED UNTO JOHN GOLA, JR. IN DOCUMNT NUMBER 2007061788, AND PORTIONS OF THE FOLLOWING: A CALLED 0.7 OF ONE ACRE TRACT OF LAND AS CONVEYED UNTO THOMAS A. GOLA IN DOCUMENT NUMBER 9814517, A CALLED 0.8575 OF ONE ACRE TRACT OF LAND AS CONVEYED UNTO THOMAS A. GOLA IN DOCUMENT NUMBER 9854812, A CALLED 24.00 ACRE TRACT OF LAND AS CONVEYED UNTO JOHN GOLA JR. IN DOCUMNT NUMBER 2003030745 AND CORRECTED IN DOCUMNT NUMBER 2003108665, ALL RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A PORTION OF A CALLED 110.663 ACRE TRACT OF LAND AS CONVEYED UNTO BIGON IMPLEMENT COMPANY, INC. IN VOLUME 777, PAGE 744 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.

APPROVED BY

Fire review by:
Woods, Eric G.
Fire Marshal
WCESD#3 (DBA Hutto Fire Rescue
08/05/2025)

Approved

WILLIAMSON COUNTY ESD #3 — DATE

CITY OF HUTTO ENGINEERING — 8/28/2024 — DATE

BENCHMARK

BENCHMARK #1 BOX CUT IN CONCRETE ON "E" INLET ON NORTH RIGHT OF WAY OF LIMMER LOOP/COUNTY ROAD 164 AT THE SOUTHEAST CORNER OF THE PROPERTY LOCATED AT 2445 LIMMER LP., APPROXIMATELY 1,525 FEET WEST FROM THE INTERSECTION OF LIMMER LOOP/COUNTY ROAD 164 AND ED SCHMIDT BOULEVARD/COUNTY ROAD 119.

GRID NORTHING: 10177474.60
GRID EASTING: 3168195.63
ELEVATION: 709.94 FEET NAVD-88

RECORD DRAWING

THESE RECORD DRAWINGS HAVE BEEN PREPARED USING INFORMATION PROVIDED BY THE CONSTRUCTION CONTRACTOR AND/OR OWNER. THE SIGNATURE BELOW SIGNIFIES THAT THESE PLANS HAVE BEEN REVISED IN ACCORDANCE WITH THE INFORMATION PROVIDED. THIS DOCUMENT IS FOR INFORMATION AND REFERENCE IN CONNECTION WITH THE OWNER'S USE AND OCCUPANCY OF THE PROJECT AND IS NOT INTENDED FOR BID, PERMIT OR CONSTRUCTION.

By: Josh Janysek Date: 6/22/2026

BROWN & GAY ENGINEERS
TBPE REGISTRATION No. F-1046

SUBMITTED BY

06/28/2024 — DATE

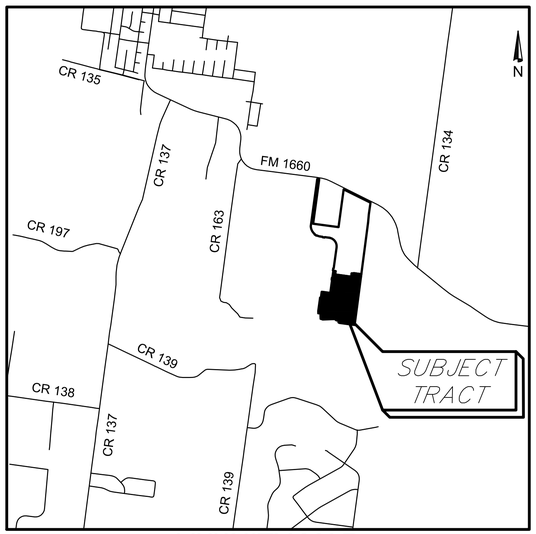
STACY S. MULHOLLAND, P.E.
BGE, INC. TBPE NO. F-1046
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TEXAS 78744
(512) 879-0400 (MAIN)

STATE OF TEXAS — STACY MULHOLLAND — 146417 — LICENSED PROFESSIONAL ENGINEER — 06/28/2024

STATE OF TEXAS — STACY MULHOLLAND — 146417 — LICENSED PROFESSIONAL ENGINEER — 06/09/2025
REVISION 1

ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN ACCEPTING THESE PLANS, THE CITY OF HUTTO MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

VICINITY MAP



VICINITY MAP
NOT TO SCALE

NOTES:
1. THIS PROJECT IS LOCATED WITHIN THE COTTONWOOD CREEK-BRUSHY CREEK WATERSHED.
2. THIS PROJECT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
3. GRADING SHOWN FOR DRAINAGE WILL BE COMPLETED WITH THIS PROJECT.
4. NO PORTION OF THIS TRACT IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0520F, EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS."
5. CITY OF HUTTO PROJECT NO. 1839-ENG

REVISIONS/CORRECTIONS

SHEET LIST	DESCRIPTION	DATE	REVISE (R) ADD (A) VOID (V) SHEET NO.'S	ACCEPTED BY	APPROVAL DATE
1	AMENITY SERVICES ADJUSTMENTS	06/23/25	(R)34, 43, 45		
2	TRENCH UPDATE: WW LINE ADJUSTMENT, WW NOTE ADDED, & WATR SERVICE CALL OUT	10/08/25	(R) 41, 42, 44, 65		

STATE OF TEXAS — STACY MULHOLLAND — 146417 — LICENSED PROFESSIONAL ENGINEER — 09/10/2025
REVISION 2

REVISION 2-
RESUBMITTAL

Sheet List Table

Sheet Number	Sheet Title
1	COVER SHEET
2	GENERAL NOTES (1 OF 2)
3	GENERAL NOTES (2 OF 2)
4	PLAT(1 OF 2)
5	PLAT(2 OF 2)
6	OVERALL EROSION PLAN
7	CEDAR FORK RD PLAN AND PROFILE (1+00 TO END)
8	ARLINGTON PARK LOOP & KNUCKLE PLAN AND PROFILE (1+00 TO END)
9	STONEBROOK DR PLAN AND PROFILE (1+00 TO 11+00)
10	STONEBROOK DR & KNUCKLE PLAN AND PROFILE (11+00 TO 15+61.37)
11	STONEBROOK DR & CUL DE SAC PLAN AND PROFILE (15+61.37 TO END)
12	NORTON CREEK DR PLAN AND PROFILE (1+00 TO END)
13	HAMILTON PARK RD PLAN AND PROFILE (1+00 TO END)
14	HIGHLAND GLEN DR PLAN AND PROFILE (1+00 TO END)
15	CLAREMONT SKY ST PLAN AND PROFILE (1+00 TO END)
16	EXISTING HYDROLOGY
17	PROPOSED HYDROLOGY
18	OVERALL DRAINAGE AREA MAP
19	DRAINAGE CALCS
20	OVERALL GRADING PLAN
21	OVERALL PAD GRADING PLAN
22	OVERALL STORM PLAN
23	SSL-J PLAN AND PROFILE (1+00 TO END)
24	SSL-K PLAN AND PROFILE (1+00 T0 10+00)
25	SSL-K PLAN AND PROFILE (10+00 T0 END)
26	SSL-L PLAN AND PROFILE (1+00 TO END)
27	SSL-M & SSL-N PLAN AND PROFILE (1+00 TO END)
28	SSL-O & SSL-P PLAN AND PROFILE (1+00 TO END)
29	SSL-Q & SSL-R PLAN AND PROFILE (1+00 TO END)
30	LATS (1 OF 3)
31	LATS (2 OF 3)
32	LATS (3 OF 3)
33	CHANNEL PLAN AND PROFILE (1+00 TO END)
34	OVERALL WASTEWATER PLAN
35	WW-A PLAN AND PROFILE (1+00 TO END)
36	WW-B PLAN AND PROFILE (1+00 TO END)
37	WW-C PLAN AND PROFILE (1+00 TO END)
38	WW-D PLAN AND PROFILE (0+55.01 TO 7+00)
39	WW-D PLAN AND PROFILE (7+00 TO END)
40	WW-E PLAN AND PROFILE (1+00 TO END)
41	WW-Z PLAN AND PROFILE (1+00 TO 9+00
42	WW-Z PLAN AND PROFILE (9+00 TO END)
43	OVERALL WATER PLAN
44	WL-A PLAN AND PROFILE (1+00 TO 10+00)
45	WL-A PLAN AND PROFILE (10+00 TO END)
46	WL-B PLAN AND PROFILE (1+00 TO END)
47	WL-C PLAN AND PROFILE (1+00 TO END)
48	WL-D PLAN AND PROFILE (1+00 TO END)
49	WL-E PLAN AND PROFILE (1+00 TO END)
50	WL-F PLAN AND PROFILE (1+00 TO END)
51	OVERALL SIGNAGE PLAN
52	EROSION DETAILS (1 OF 2)
53	EROSION DETAILS (2 OF 2)
54	STREET DETAILS (1 OF 2)
55	STREET DETAILS (2 OF 2)
56	STORM DETAILS (1 OF 2)
57	STORM DETAILS (2 OF 2)
58	WASTEWATER DETAILS (1 OF 3)
59	WASTEWATER DETAILS (2 OF 3)
60	WASTEWATER DETAILS (3 OF 3)
61	WATER DETAILS (1 OF 4)
62	WATER DETAILS (2 OF 4)
63	WATER DETAILS (3 OF 4)
64	WATER DETAILS (4 OF 4)
65	TxDOT DETAILS (1 OF 2)
66	TxDOT DETAILS (2 OF 2)

BGE, Inc.
1701 Directors Boulevard, Suite 1000
Austin, TX 78744
Tel: 512-879-0400 ● www.browngay.com
TBPE Registration No. F-1046

FOR OFFICIAL USE ONLY
Reviewed for Substantial Conformance by City of Hutto
Matt Bertoni P.E.
City Engineer
Engineering - City of Hutto
08/29/2024

CITY OF HUTTO - GENERAL CONSTRUCTION NOTES
UPDATED MARCH 2019

1. THE CONTRACTOR IS TO CONTACT ONE OF THE FOLLOWING: TEXAS811 811 LONE STAR 1-800-669-8344 FOR LOCATION OF EXISTING FACILITIES AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.
2. PRIOR TO ANY CONSTRUCTION, THE DESIGN ENGINEER SHALL CONVENE A PRECONSTRUCTION CONFERENCE BETWEEN THE CITY OF HUTTO, HIMSELF, THE CONTRACTOR, OTHER UTILITY COMPANIES, ANY AFFECTED PARTIES AND ANY OTHER ENTITY THE CITY OR ENGINEER MAY REQUIRE. IF CONSTRUCTION IS NOT STARTED ON THE SITE WITHIN 30 CALENDAR DAYS AFTER THE PRE-CONSTRUCTION CONFERENCE, THE ENGINEER SHALL CONVENE A NEW PRECONSTRUCTION CONFERENCE BETWEEN THE CITY OF HUTTO, HIMSELF, AND ALL THE ABOVE MENTIONED ENTITIES.
3. PRIOR TO ANY CHANGES TO THE CONSTRUCTION SITE, VIDEO OF THE SITE MUST BE TAKEN AND PROVIDED TO THE CITY BEFORE CONSTRUCTION COMMENCES.
4. ALL CONSTRUCTION OPERATIONS SHALL BE PERFORMED IN ACCORDANCE WITH CITY OF HUTTO ENGINEERING MANUAL AND STANDARD CONSTRUCTION SPECIFICATIONS AND DETAILS. IF CITY OF HUTTO ENGINEERING MANUAL UNAVAILABLE, OR NOT APPLICABLE, REFER TO TXDOT AND/OR CITY OF GEORGETOWN MANUAL, STANDARDS AND/OR SPECIFICATIONS.
5. ALL STORM SEWER BENDS AND WYES SHALL BE PREFABRICATED.
6. ALL STORM SEWER MAINS TO BE FIELD-TESTED FOR WATER TIGHTNESS NO SOONER THAN 30 DAYS AFTER TOTAL COMPLETION OF THE STORM SEWER LINES.
7. ALL STORM SEWER MAINS TO BE VIDEO TAPED BY CAMERA NO SOONER THAN 30 DAYS AFTER TOTAL COMPLETION OF THE STORM SEWER LINES. TWO DIGITAL COPIES SHALL BE SUPPLIED TO THE CITY BEFORE CLOSEOUT. ALL STORM SEWER CONDUITS WILL BE INSPECTED BY THE CITY BEFORE CITY ACCEPTANCE, VIDEO MUST SHOW DETAILS OF ALL IRREGULARITIES OR OFFSETS (MINIMUM 10 SECONDS OF VIDEO TIME).
8. ALL CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH APPLICABLE REGULATIONS OF THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION. OSHA STANDARDS MAY BE PURCHASED FROM THE GOVERNMENT PRINTING OFFICE; INFORMATION AND RELATED REFERENCE MATERIALS MAY BE PURCHASED FROM OSHA, 611 E. 6TH STREET, AUSTIN, TEXAS.
9. CONTRACTOR SHALL TAKE ALL DUE PRECAUTIONS TO PROTECT EXISTING FACILITIES FROM DAMAGE. ANY DAMAGE INCURRED TO EXISTING FACILITIES AS A RESULT OF CONSTRUCTION OPERATIONS TO BE REPAIRED IMMEDIATELY BY THE CONTRACTOR, AT NO ADDITIONAL COST TO OWNER.
10. CONTRACTOR TO GIVE NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS OR PERSONS IN CHARGE OF PUBLIC AND PRIVATE UTILITIES AFFECTED BY HIS OPERATIONS AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF WORK.
11. CONTRACTOR TO COMPLY WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL REQUIREMENTS REGARDING EXCESS AND WASTE MATERIAL, INCLUDING METHODS OF HANDLING AND DISPOSAL.
12. CONTRACTOR TO COORDINATE INTERRUPTIONS OF ALL UTILITIES AND SERVICES. ALL WORK TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPLICABLE UTILITY COMPANY OR AGENCY INVOLVED.
13. WHEN UN-LOCATED OR INCORRECTLY LOCATED, A BREAK IN UTILITY LINES, OR OTHER UTILITIES AND SERVICES ARE ENCOUNTERED DURING SITE WORK OPERATIONS, CONTRACTOR SHALL NOTIFY THE APPLICABLE UTILITY COMPANY IMMEDIATELY TO OBTAIN PROCEDURE DIRECTIONS. CONTRACTOR SHALL COOPERATE WITH THE APPLICABLE UTILITY COMPANY IN MAINTAINING ACTIVE SERVICES IN OPERATION.
14. CONTRACTOR TO LOCATE, PROTECT, AND MAINTAIN BENCHMARKS, MONUMENTS, CONTROL POINTS AND PROJECT ENGINEERING REFERENCE POINTS. RE-ESTABLISH DISTURBED OR DESTROYED ITEMS BY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, AT NO ADDITIONAL COST TO OWNER.
15. WHEN CONSTRUCTION IS BEING CARRIED OUT WITHIN EASEMENTS, THE CONTRACTOR SHALL CONFINE HIS WORK TO WITHIN THE PERMANENT AND TEMPORARY EASEMENTS. PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL TRASH AND DEBRIS WITHIN THE PERMANENT AND TEMPORARY EASEMENTS. CLEAN-UP SHALL BE TO THE SATISFACTION OF THE ENGINEER.
16. THE CONTRACTOR AND THE ENGINEER SHALL KEEP ACCURATE RECORDS OF ALL CONSTRUCTION THAT DEVIATES FROM THE PLANS. ACCURATE “RECORD” DRAWINGS WILL BE PROVIDED TO THE CITY OF HUTTO, ALONG WITH A LETTER CERTIFICATION FROM A REGISTERED PROFESSIONAL ENGINEER LICENSED IN THE STATE OF TEXAS, STATING THAT SAID PROJECT HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THESE PLANS, PRIOR TO THE OWNER BEING ISSUED A CERTIFICATION OF COMPLETION AND FINAL ACCEPTANCE. THESE “RECORD” DRAWINGS SHALL MEET WITH THE SATISFACTION OF THE ENGINEERING AND DEVELOPMENT SERVICES DEPARTMENTS PRIOR TO FINAL ACCEPTANCE.
17. CONTRACTOR SHALL STRIP SIX (6) INCHES OF TOPSOIL FROM ALL AREAS SUBJECT TO GRADE MODIFICATION. REMOVE ALL AREAS OF WEAK SOIL.
18. THE CONTRACTOR SHALL PROTECT ALL EXISTING FENCES. IN THE EVENT THAT A FENCE MUST BE REMOVED, THE CONTRACTOR SHALL REPLACE SAID FENCE OR PORTION THEREOF WITH THE SAME TYPE OF FENCING TO A QUALITY OF EQUAL OR BETTER THAN THE ORIGINAL FENCE.
19. UPON COMPLETION OF THE PROJECT, THE SITE(S) AS DEFINED HEREIN SHALL BE CLEANED OF ALL DEBRIS AND LEFT IN A NEAT AND PRESENTABLE CONDITION.
20. ALL ADJOINING PAVEMENT SECTIONS SHALL BE PROTECTED DURING ALL PHASES OF CONSTRUCTION AND ANY DAMAGES INCURRED DUE TO CONTRACTOR’S OPERATION SHALL BE REPAIRED AND/OR REPLACED AT THE CONTRACTOR’S EXPENSE.
21. CONTRACTOR TO CONTROL DUST CAUSED BY THE WORK AND COMPLY WITH POLLUTION CONTROL REGULATIONS OF GOVERNING AUTHORITIES (NO SEPARATE PAY).
22. TRAFFIC CONTROLS TO BE INSTALLED IN ACCORDANCE WITH THE CURRENT TXDOT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND TXDOT BARRICADE AND CONSTRUCTION STANDARDS.
23. REVEGETATE ALL DISTURBED AREAS UPON COMPLETION OF THE WORK PER CITY OF GEORGETOWN CONSTRUCTION STANDARDS.
24. CONTRACTOR TO EXERCISE CAUTION DURING CONSTRUCTION NEAR AND AROUND GAS LINES AND POWER LINES.
25. NO WORK IS TO BE PERFORMED BETWEEN THE HOURS OF 6:00 P.M. AND 7:00 A.M. ALL WORK REQUIRING CITY INSPECTION SHALL BE PERFORMED MONDAY THRU FRIDAY. THE CITY RESERVES THE RIGHT TO REQUIRE THE CONTRACTOR TO UNCOVER ALL WORK PERFORMED WITHOUT INSPECTION.
26. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION VERTICALLY AND HORIZONTALLY OF ALL EXISTING UTILITIES PRIOR TO COMMENCING WORK, AND SHALL NOTIFY THE ENGINEER AND THE CITY IF THE EXISTING UTILITY LOCATION AND DEPTHS ARE DIFFERENT FROM WHAT IS SHOWN ON THE PLANS. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE ASSOCIATED BY THE CONTRACTOR’S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
27. ALL FIRE LINES SHALL BE DUCTILE IRON.
28. DETECTABLE TAPE SHALL BE USED FOR ALL UNDERGROUND UTILITIES. TAPE MUST BE 12” WIDE 5 MIL WITH APPLICABLE COLOR AND LABEL.
29. CONTRACTOR WILL BE RESPONSIBLE FOR KEEPING ROADS AND DRIVES ADJACENT TO AND NEAR THE SITE FREE FROM SOIL, SEDIMENT AND DEBRIS. CONTRACTOR WILL NOT REMOVE SOIL, SEDIMENT OR DEBRIS FROM ANY AREA OR VEHICLE BY MEANS OF WATER, ONLY SHOVELING AND SWEEPING WILL BE ALLOWED. CONTRACTOR WILL BE RESPONSIBLE FOR DUST CONTROL FROM THE SITE.
30. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE TO PRIVATE PROPERTY WHICH OCCURS AS A RESULT OF ANY PORTION OF THIS PROJECT. ANY DAMAGE TO PRIVATE PROPERTY SHALL BE REPAIRED TO EQUAL OR BETTER CONDITION. THE CONTRACTOR SHALL PAY AND/OR SETTLE WITH PRIVATE PROPERTY OWNER(S) FOR ALL COST RELATED TO DAMAGE. THE CITY WILL NOT PROVIDE SEPARATE PAY FOR REPAIR OF DAMAGES, REIMBURSEMENTS OR SETTLEMENTS.

CITY OF HUTTO - EROSION, SEDIMENTATION AND TREE PROTECTION NOTES
UPDATED AUGUST 2018

1. THE CONTRACTOR TO INSTALL AND MAINTAIN EROSION/SEDIMENTATION CONTROLS AND TREE/NATURAL AREA PROTECTIVE FENCING PRIOR TO ANY SITE PREPARATION WORK (CLEARING, GRUBBING, GRADING, OR EXCAVATION). CONTRACTOR TO REMOVE EROSION/SEDIMENTATION CONTROLS AT THE COMPLETION OF THE PROJECT AND GRASS RESTORATION.
2. THE PLACEMENT OF EROSION/SEDIMENTATION CONTROLS TO BE IN ACCORDANCE WITH THE APPROVED EROSION AND SEDIMENTATION CONTROL PLAN AND WATER POLLUTION ABATEMENT PLAN. DEVIATIONS FROM THE APPROVED PLAN MUST BE SUBMITTED TO AND APPROVED BY THE OWNER’S REPRESENTATIVE.
3. ALL PLANTING SHALL BE DONE BETWEEN MAY 1ST AND SEPTEMBER 15TH EXCEPT AS SPECIFICALLY AUTHORIZED IN WRITING. IF PLANTING IS AUTHORIZED TO BE DONE OUTSIDE THE DATE SPECIFIED, THE SEED SHALL BE PLANTED WITH THE ADDITION OF WINTER FESCUE (KENTUCKY 31) AT A RATE OF 100 LBS/ACRE. GRASS SHALL BE COMMON BERMUDA GRASS, HULLED, MINIMUM 82% PURE LIVE SEED. ALL GRASS SEED SHALL BE FREE FROM NOXIOUS WEED, GRADE “A” RECENT CROP, CLEANED AND TREATED WITH APPROPRIATE FUNGICIDE AT TIME OF MIXING. SEED SHALL BE FURNISHED IN SEALED, STANDARD CONTAINERS WITH DEALER’S GUARANTEED ANALYSIS.
4. ALL DISTURBED AREAS TO BE RESTORED AS NOTED IN THE WATER POLLUTION ABATEMENT PLAN.
5. THE PLANTED AREA TO BE IRRIGATED OR SPRINKLED IN A MANNER THAT WILL NOT ERODE THE TOPSOIL, BUT WILL SUFFICIENTLY SOAK THE SOIL TO A DEPTH OF FOUR INCHES (4”). THE IRRIGATION TO OCCUR AT 10-DAY INTERVALS DURING THE FIRST TWO MONTHS TO INSURE GERMINATION AND ESTABLISHMENT OF THE GRASS. RAINFALL OCCURRENCES OF ONE HALF AND INCH (1/2”) OR GREATER TO POSTPONE THE WATER SCHEDULE ONE WEEK.
6. RESTORATION TO BE ACCEPTABLE WHEN THE GRASS HAS GROWN AT LEAST ONE AND ONE HALF INCHES (1.5”) HIGH WITH 95% COVERAGE, PROVIDED NO BARE SPOTS LARGER THAN TWENTY-FIVE SQUARE FEET EXIST.
7. A MINIMUM OF FOUR INCHES (4”) OF TOPSOIL TO BE PLACE IN ALL AREA DISTURBED BY CONSTRUCTION.
8. THE CONTRACTOR TO HYDRO MULCH OR SOD (AS SHOWN ON PLANS) ALL EXPOSED CUTS AND FILLS UPON COMPLETION OF CONSTRUCTION.
9. EROSION AND SEDIMENTATION CONTROLS TO BE INSTALLED OR MAINTAINED IN A MANNER WHICH DOES NOT RESULT IN SOIL BUILDUP WITHIN TREE DRIP LINE.
10. TO AVOID SOIL COMPACTION, CONTRACTOR SHALL NOT ALLOW VEHICULAR TRAFFIC, PARKING, OR STORAGE OF EQUIPMENT OR MATERIALS IN THE TREE DRIP LINE AREA.
11. WHERE A FENCE IS CLOSER THAN FOUR FEET (4’) TO A TREE TRUCK, PROTECT THE TRUNK WITH STRAPPED-ON PLANKING TO A HEIGHT OF EIGHT FEET (8’), OR THE LIMITS OF LOWER BRANCHING, IN ADDITION TO THE FENCING.
12. TREES TO BE REMOVED IN A MANNER WHICH DOES NOT IMPACT TREES TO BE PRESERVED.
13. ANY ROOT EXPOSED BY THE CONSTRUCTION ACTIVITY TO BE PRUNED FLUSH WITH THE SOIL. BACKFILL ROOT AREA WITH GOOD QUALITY TOPSOIL AS SOON AS POSSIBLE. IF EXPOSED ROOT AREAS ARE NOT BACKFILLED WITHIN TWO DAYS, COVER THEM WITH ORGANIC MATTER IN A MANNER WHICH REDUCES SOIL TEMPERATURE AND MINIMIZES WATER LOSS DUE TO EVAPORATION.
14. CONTRACTOR TO PRUNE VEGETATION TO PROVIDE CLEARANCE FOR STRUCTURE, VEHICULAR TRAFFIC, AND EQUIPMENT BEFORE DAMAGE OCCURS (RIPPING OF BRANCHES, ETC.). ALL FINISHED PRUNING TO BE DONE ACCORDING TO RECOGNIZED, APPROVED STANDARDS OF THE INDUSTRY (REFERENCE THE “NATIONAL ARBORIST ASSOCIATION PRUNING STANDARDS FOR SHADE TREES”).
15. THE CONTRACTOR IS TO INSPECT THE CONTROLS AT WEEKLY INTERVALS AND AFTER EVERY RAINFALL EXCEEDING ONE-QUARTER INCH (1/4”) TO VERIFY THAT THEY HAVE NOT BEEN SIGNIFICANTLY DISTURBED. ANY ACCUMULATED SEDIMENT AFTER A SIGNIFICANT RAINFALL TO BE REMOVED AND PLACED IN THE OWNER DESIGNATED SPOIL DISPOSAL SITE. THE CONTRACTOR TO CONDUCT PERIODIC INSPECTIONS OF ALL EROSION/SEDIMENTATION CONTROLS AND TO MAKE ANY REPAIRS OR MODIFICATIONS NECESSARY TO ASSURE CONTINUED EFFECTIVE OPERATION OF EACH DEVICE.
16. WHERE THERE IS TO BE AN APPROVED GRADE CHANGE, IMPERMEABLE PAVING SURFACE, TREE WELL, OR OTHER SUCH SITE DEVELOPMENT IMMEDIATELY ADJACENT TO A PROTECTED TREE, ERECT THE FENCE APPROXIMATELY TWO TO FOUR FEET (2’-4’) BEHIND THE AREA IN QUESTION.
17. NO ABOVE AND/OR BELOW GROUND TEMPORARY FUEL STORAGE FACILITIES TO BE STORED ON THE PROJECT SITE.
18. IF EROSION AND SEDIMENTATION CONTROL SYSTEMS ARE EXISTING FROM PRIOR CONTRACTS, OWNER’S REPRESENTATIVE AND THE CONTRACTOR TO EXAMINE THE EXISTING EROSION AND SEDIMENTATION CONTROL SYSTEMS FOR DAMAGE PRIOR TO CONSTRUCTION. ANY DAMAGE TO PREEXISTING EROSION AND SEDIMENTATION CONTROLS NOTED TO BE REPAIRED AT OWNER’S EXPENSE.
19. INTENTIONAL RELEASE OF VEHICLE OR EQUIPMENT FLUIDS ONTO THE GROUND IS NOT ALLOWED. CONTAMINATED SOIL RESULTING FROM ACCIDENTAL SPILL TO BE REMOVED AND DISPOSED OF PROPERLY.

CITY OF HUTTO - WASTEWATER NOTES
UPDATED AUGUST 2018

1. WASTEWATER SYSTEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF HUTTO ENGINEERING DESIGN MANUAL, STANDARD SPECIFICATIONS AND STANDARD DETAILS.
2. NO CURVILINEAR WASTEWATER DESIGN/LAYOUT IS PERMITTED.
3. ALL WASTEWATER SERVICE, AND VALVE LOCATIONS SHALL BE APPROPRIATELY MARKED AS FOLLOWS:
   A. WASTEWATER SERVICE “S” ON TOP OF CURB
   B. VALVE “V” ON TOP OF CURB
4. TOOLS FOR MARKING CURBS SHALL BE PROVIDED BY THE CONTRACTOR. OTHER APPROPRIATE MEANS OF MARKING SERVICE AND VALVE LOCATIONS SHALL BE PROVIDED IN AREAS WITHOUT CURBS. SUCH MEANS OF MARKING SHALL BE SPECIFIED BY THE DESIGN ENGINEER AND APPROVED BY THE CITY OF HUTTO.
5. THRUST BLOCKING AND RESTRAINTS SHALL BE IN ACCORDANCE WITH CITY OF HUTTO STANDARD SPECIFICATIONS.
6. MANDREL TESTING WILL BE REQUIRED ON ALL WASTEWATER PIPE AS PER CITY OF HUTTO CONSTRUCTION SPECIFICATIONS.
7. ALL GRAVITY WASTEWATER MAINS TO BE FIELD-TESTED FOR WATER TIGHTNESS AND VIDEO TAPED BY CAMERA SO SOONER THAN 30-DAYS AFTER TOTAL COMPLETION OF WASTEWATER LINES. TWO DIGITAL COPIES SHALL BE PROVIDED TO THE CITY BEFORE CLOSEOUT. VIDEO INSPECTION OF WATER MAINS SHALL BE COMPLETED IN ACCORDANCE WITH THE APPLICABLE CITY OF AUSTIN STANDARD SPECIFICATION.
8. HYDROSTATIC PRESSURE AND LEAKAGE TESTS SHALL BE PERFORMED ON ALL PRESSURE PIPELINES CARRYING WASTEWATER.
9. ALL MANHOLES SHALL BE TESTED FOR LEAKAGE SEPARATELY AND INDEPENDENTLY OF WASTEWATER LINES BY HYDROSTATIC EXFILTRATION TESTING OR OTHER CITY APPROVED METHOD PER CITY OF HUTTO CONSTRUCTION SPECIFICATIONS.
10. EXISTING MANHOLES SHALL BE TESTED FOR LEAKAGE PRIOR TO CORING OR ADJUSTMENT.
11. EXISTING MANHOLES SHALL HAVE ALL CONCRETE SURFACES CLEANED AND COATED PER CITY OF HUTTO WASTEWATER DETAILS AFTER CORING OR ADJUSTMENT.
12. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE / NATIONAL SANITATION FOUNDATION STANDARD 61 AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI.
13. PIPE MATERIAL FOR PRESSURE WASTEWATER MAINS SHALL BE PVC (AWWA C900, MIN. DR 14), OR DUCTILE IRON (AWWA C151, MIN. CLASS 350). DUCTILE IRON FOR PRESSURE WASTEWATER MAINS SHALL HAVE A CORROSION RESISTANT INTERIOR LINING ACCEPTABLE TO OWNER. PIPE MATERIAL FOR GRAVITY WASTEWATER MAINS SHALL BE PVC SDR-26, ASTM D-3034.
14. ALL PVC PIPE (ALL TYPES AND SDR/DR WALL THICKNESS TO BE USED) SHALL HAVE RUBBER GASKET EQUIPPED BELL AND SPIGOT JOINTS CONFORMING TO ASTM D-3212. THE GASKET MATERIAL SHALL CONFORM TO ASTM F-477. SOLVENT WELDED JOINTS WILL NOT BE APPROVED FOR THIS PROJECT.
15. ALL SANITARY SEWER FACILITIES AND POTABLE WATERLINES MUST BE INSTALLED SO AS TO PROVIDE A MINIMUM OF NINE FEET OF CLEARANCE IN ANY DIRECTION BETWEEN THEM. WHERE THE NINE FOOT SEPARATION DISTANCE CANNOT BE ACHIEVED, FOLLOW THESE SPECIAL PROCEDURES.
   A. IF A COLLECTION SYSTEM PIPE PARALLELS A PUBLIC WATER SUPPLY PIPE THE FOLLOWINGREQUIREMENTS APPLY:
   I. A COLLECTION SYSTEM PIPE MUST BE CONSTRUCTED OF CAST IRON, DUCTILE IRON, OR PVC MEETING ASTM SPECIFICATIONS WITH AT LEAST 150 POUNDS PER SQUARE INCH (PSI) PRESSURE RATING FOR BOTH THE PIPE AND JOINTS.
   II. VERTICAL SEPARATION MUST BE AT LEAST TWO FEET BETWEEN THE OUTSIDE DIAMETERS OF THE PIPES.
   III. HORIZONTAL SEPARATION MUST BE AT LEAST FOUR FEET BETWEEN OUTSIDE DIAMETERS OF THE PIPES.
   IV. COLLECTION SYSTEM PIPE MUST BE BELOW WATER SUPPLY PIPE.
   B. IF A COLLECTION SYSTEM PIPE CROSSES A PUBLIC WATER SUPPLY PIPE, THE FOLLOWING REQUIREMENTS APPLY:
   I. IF A COLLECTION SYSTEM IS CONSTRUCTED OF CAST IRON, DUCTILE IRON, OR PVC WITH A MINIMUM PRESSURE RATING OF 150 PSI, THE FOLLOWING REQUIREMENTS APPLY:
      a. A MINIMUM DISTANCE OF SIX (6) INCHES BETWEEN OUTSIDE DIAMETERS OF THE PIPES.
      b. A COLLECTION SYSTEM PIPE MUST BE BELOW A PUBLIC WATER SUPPLY PIPE.
      c. COLLECTION SYSTEM PIPE JOINTS MUST BE LOCATED AS FAR AS POSSIBLE FROM AN INTERSECTION WITH A PUBLIC WATER SUPPLY LINE.
   II. IF A COLLECTION SYSTEM CROSSES OVER A PUBLIC WATER SUPPLY PIPE, EACH PORTION OF A COLLECTION SYSTEM PIPE WITHIN NINE FEET OF A PUBLIC WATER SUPPLY PIPE MUST BE CONSTRUCTED OF CAST IRON, DUCTILE IRON, OR PVC PIPE WITH A PRESSURE RATING OF AT LEAST 150 PSI USING APPROPRIATE ADAPTERS.
16. AN INDEPENDENT QUALIFIED LAB, AT THE CONTRACTOR’S EXPENSE, SHALL PERFORM QUALITY TESTING FOR ALL WASTEWATER PIPE INSTALLED AND PRESSURE HYDROSTATIC TESTING OF ALL WATER LINES CONSTRUCTED. THE CONTRACTOR SHALL PROVIDE ALL EQUIPMENT (INCLUDING PUMPS AND GAGES), SUPPLIES, AND LABOR NECESSARY TO PERFORM THE TESTS. A CITY OF HUTTO CONSTRUCTION INSPECTOR MUST BE PRESENT FOR ALL TESTING.
17. THE CONTRACTOR SHALL PROVIDE THE DESIGN ENGINEER AND THE CITY NOT LESS THAN 24 HOURS NOTICE PRIOR TO PERFORMING STERILIZATION, QUALITY TESTING, OR PRESSURE TESTING.
18. THE CONTRACTOR SHALL NOT OPEN OR CLOSE ANY VALVES UNLESS AUTHORIZED BY THE CITY OF HUTTO.
19. ALL VALVE BOXES AND COVERS SHALL BE CAST IRON PER CITY OF HUTTO STANDARD DETAILS.
20. ALL MANHOLES SHALL BE CONCRETE WITH CAST IRON RING AND COVER. ALL MANHOLES LOCATED OUTSIDE OF PAVEMENT SHALL HAVE BOLTED AND GASKETED COVERS. CONCRETE MANHOLES TO BE COATED PER STANDARD DETAIL AND CONSTRUCTION SPECIFICATIONS. TAPPING OF FIBERGLASS MANHOLES SHALL NOT BE PERMITTED.
21. ALL WASTEWATER PIPING AND FITTINGS SHALL BE VIRGIN STOCK.
22. ALL MECHANICAL RESTRAINTS SHALL BE INSTALLED PER MANUFACTURER’S SPECIFICATIONS.

FOR OFFICIAL USE ONLY
Reviewed for Substantial Conformance by City of Hutto
CITY OF HUTTO
Matt Rector, P.E.
City Engineer
Engineering - City of Hutto
08/29/2024

CITY OF HUTTO - WATER NOTES
UPDATED MARCH 2019

1. WATER SYSTEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF HUTTO ENGINEERING MANUAL, STANDARD SPECIFICATIONS AND STANDARD DETAILS.
2. FIRE HYDRANTS ON MAINS UNDER CONSTRUCTION SHALL BE SECURELY WRAPPED WITH A POLY WRAP BAG AND TAPED INTO PLACE. THE POLY WRAP SHALL BE REMOVED WHEN THE MAINS ARE ACCEPTED AND BROUGHT INTO SERVICE. ALL FIRE LINES SHALL BE DUCTILE. IRON
3. ALL WATER SERVICE, WASTEWATER SERVICE, AND VALVE LOCATIONS SHALL BE APPROPRIATELY MARKED AS FOLLOWS:
   A. WATER SERVICE “W” ON TOP OF CURB
   B. VALVE “V” ON TOP OF CURB OR VALVE SIGN AS INSTRUCTED BY CITY ENGINEER
4. TOOLS FOR MARKING CURBS SHALL BE PROVIDED BY THE CONTRACTOR. OTHER APPROPRIATE MEANS OF MARKING SERVICE AND VALVE LOCATIONS SHALL BE PROVIDED IN AREAS WITHOUT CURBS. SUCH MEANS OF MARKING SHALL BE SPECIFIED BY THE ENGINEER AND APPROVED BY THE CITY OF HUTTO.
5. THRUST BLOCKING AND RESTRAINTS SHALL BE IN ACCORDANCE WITH CITY OF HUTTO STANDARD SPECIFICATIONS.
6. HYDROSTATIC PRESSURE AND LEAKAGE TESTS SHALL BE PERFORMED ON ALL PRESSURE PIPELINES CARRYING WATER.
7. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI.
8. PIPE MATERIAL FOR WATER MAINS SHALL BE PVC (AWWA C900/C905, MIN. DR 14), OR DUCTILE IRON (AWWA C151, MIN. CLASS 350). WATER SERVICES (2” OR SMALLER) SHALL BE POLYETHYLENE TUBING (BLACK, 200 PSI, DR 9).
9. ALL DUCTILE IRON PIPE (D.I.P) SHALL BE WRAPPED WITH EIGHT (8) MIL, BLACK VIRGIN POLYETHYLENE WRAP AS SPECIFIED IN ANSI/AWWA C105/A21.5.
10. ALL D.I.P. SHALL BE LINED WITH VIRGIN POLYETHYLENE CONFORMING TO ASTM D-1248; 40 MIL THICKNESS (NOMINAL), 35 MILS (MINIMUM). LINER TO BE POLYBOND OR EQUAL. AT ANY POINT WHERE DIP CANNOT BE WRAPPED IN POLYETHYLENE, COAT THE EXTERIOR WITH POLYBOND OR APPROVED EQUAL.
11. ALL PVC PIPE (ALL TYPES AND SDR/DR WALL THICKNESS TO BE USED) SHALL HAVE RUBBER GASKET EQUIPPED BELL AND SPIGOT JOINTS CONFORMING TO ASTM D-3212. THE GASKET MATERIAL SHALL CONFORM TO ASTM F-477. SOLVENT WELDED JOINTS WILL NOT BE APPROVED FOR THIS PROJECT.
12. ALL POTABLE WATERLINES AND SANITARY SEWER FACILITIES MUST BE INSTALLED SO AS TO PROVIDE A MINIMUM OF NINE FEET OF CLEARANCE IN ANY DIRECTION BETWEEN THEM. WHERE THE NINE FOOT SEPARATION DISTANCE CANNOT BE ACHIEVED, FOLLOW THESE SPECIAL PROCEDURES.
   A. IF A COLLECTION SYSTEM PIPE PARALLELS A PUBLIC WATER SUPPLY PIPE THE FOLLOWING REQUIREMENTS APPLY:
   I. A COLLECTION SYSTEM PIPE MUST BE CONSTRUCTED OF CAST IRON, DUCTILE IRON, OR PVC MEETING ASTM SPECIFICATIONS WITH AT LEAST 150 POUNDS PER SQUARE INCH (PSI) PRESSURE RATING FOR BOTH THE PIPE AND JOINTS.
   II. VERTICAL SEPARATION MUST BE AT LEAST TWO FEET BETWEEN THE OUTSIDE DIAMETERS OF THE PIPES.
   III. HORIZONTAL SEPARATION MUST BE AT LEAST FOUR FEET BETWEEN OUTSIDE DIAMETERS OF THE PIPES.
   IV. COLLECTION SYSTEM PIPE MUST BE BELOW WATER SUPPLY PIPE.
   B. IF A COLLECTION SYSTEM PIPE CROSSES A PUBLIC WATER SUPPLY PIPE, THE FOLLOWING REQUIREMENTS APPLY:
   I. IF A COLLECTION SYSTEM IS CONSTRUCTED OF CAST IRON, DUCTILE IRON, OR PVC WITH A MINIMUM PRESSURE RATING OF 150 PSI, THE FOLLOWING REQUIREMENTS APPLY:
      a. A MINIMUM DISTANCE OF SIX (6) INCHES BETWEEN OUTSIDE DIAMETERS OF THE PIPES.
      b. A COLLECTION SYSTEM PIPE MUST BE BELOW A PUBLIC WATER SUPPLY PIPE.
      c. COLLECTION SYSTEM PIPE JOINTS MUST BE LOCATED AS FAR AS POSSIBLE FROM AN INTERSECTION WITH A PUBLIC WATER SUPPLY LINE.
   II. IF A COLLECTION SYSTEM CROSSES OVER A PUBLIC WATER SUPPLY PIPE, EACH PORTION OF A COLLECTION SYSTEM PIPE WITHIN NINE FEET OF A PUBLIC WATER SUPPLY PIPE MUST BE CONSTRUCTED OF CAST IRON, DUCTILE IRON, OR PVC PIPE WITH A PRESSURE RATING OF AT LEAST 150 PSI USING APPROPRIATE ADAPTERS.
13. THE CONTRACTOR MUST OBTAIN A TEMPORARY WATER METER FROM THE CITY OF HUTTO UTILITY BILLING DEPARTMENT FOR ALL WATER USED DURING CONSTRUCTION.
14. CONTRACTOR TO SCHEDULE WATER VALVE CLOSURE THROUGH CITY OF HUTTO: DEPARTMENT OF PUBLIC WORKS UTILITY DIVISION WITH ADVANCE NOTICE OF 7 DAYS. CONTRACTOR TO CONTACT PUBLIC WORKS AT PHONE 512-759-4016 AND NOTIFY CONSTRUCTION INSPECTOR. WATER VALVE CLOSURE WILL ONLY BE SCHEDULED FOR TUESDAY THROUGH THURSDAY. CONTRACTOR TO NOTIFY ALL BUSINESSES AND RESIDENTS AFFECTED BY VALVE CLOSURES. CLOSURES MUST BE COORDINATED TO MINIMIZE EFFECTS ON EXISTING CUSTOMERS WITH CONSIDERATIONS GIVEN TO BUSINESSES THAT REQUIRE WATER TO MAINTAIN OPERATIONS.
15. LINE FLUSHING OR ANY ACTIVITY USING A LARGE QUANTITY OF WATER MUST BE SCHEDULED WITH THE CITY OF HUTTO. CONTRACTOR WILL BE RESPONSIBLE FOR TRACKING THE AMOUNT OF WATER USED DURING FLUSHING AND BE REQUIRED TO REIMBURSE THE CITY FOR WATER USE, IF NOT ALREADY METERED.
16. THE CONTRACTOR, AT HIS EXPENSE, SHALL PERFORM STERILIZATION OF ALL POTABLE WATER LINES AND SHALL PROVIDE ALL EQUIPMENT NECESSARY (INCLUDING TEST GAGES), SUPPLIES (INCLUDING CONCENTRATED CHLORINE DISINFECTION MATERIAL) AND NECESSARY LABOR REQUIRED FOR THE STERILIZATION PROCEDURE. THE STERILIZATION PROCEDURE SHALL BE MONITORED BY THE ENGINEER AND A CITY OF HUTTO CONSTRUCTION INSPECTOR. WATER SAMPLES WILL BE COLLECTED TO VERIFY EACH TREATED LINE HAS ATTAINED AN INITIAL CHLORINE CONCENTRATION OF 50 PPM.
17. AN INDEPENDENT QUALIFIED LAB, AT THE CONTRACTOR’S EXPENSE, SHALL PERFORM QUALITY TESTING FOR ALL WASTEWATER PIPE INSTALLED AND PRESSURE HYDROSTATIC TESTING OF ALL WATER LINES CONSTRUCTED. THE CONTRACTOR SHALL PROVIDE ALL EQUIPMENT (INCLUDING PUMPS AND GAGES), SUPPLIES, AND LABOR NECESSARY TO PERFORM THE TESTS. A CITY OF HUTTO CONSTRUCTION INSPECTOR MUST BE PRESENT FOR ALL TESTING.
18. THE CONTRACTOR SHALL PROVIDE THE ENGINEER AND THE CITY NOT LESS THAN 24 HOURS NOTICE PRIOR TO PERFORMING STERILIZATION, QUALITY TESTING, OR PRESSURE TESTING.
19. THE CONTRACTOR SHALL NOT OPEN OR CLOSE ANY VALVES UNLESS AUTHORIZED BY THE CITY OF HUTTO.
20. ALL VALVE BOXES AND COVERS SHALL BE CAST IRON PER CITY OF HUTTO STANDARD DETAILS.
21. ALL MANHOLES SHALL BE CONCRETE WITH CAST IRON RING AND COVER. ALL MANHOLES LOCATED OUTSIDE OF PAVEMENT SHALL HAVE BOLTED AND GASKETED COVERS. CONCRETE MANHOLES TO BE COATED PER STANDARD DETAIL AND CONSTRUCTION SPECIFICATIONS. TAPPING OF FIBERGLASS MANHOLES SHALL NOT BE PERMITTED.
22. ALL FIRE LINES SHALL BE DUCTILE IRON PIPE (AWWA C-100, CLASS 200).
23. ALL FIRE HYDRANTS SHALL BE SILVER IN COLOR INCLUDING BONNET AND INSTALLED PER CITY OF HUTTO STANDARD DETAIL.
24. ALL WATER PIPING AND FITTINGS SHALL BE VIRGIN STOCK.
25. ALL MECHANICAL RESTRAINTS SHALL BE INSTALLED PER MANUFACTURER’S SPECIFICATIONS.
26. ALONG STATE HIGHWAYS, WATER LINES ARE REQUIRED ON BOTH SIDES OF THE ROADWAY. NEW WATER LINES CROSSING EXISTING STREETS SHALL BE PLACED BY BORING. A STEEL CASING SHALL BE REQUIRED UNDER MAJOR AND MINOR COLLECTOR ROADWAYS, ARTERIAL ROADWAYS AND STATE HIGHWAY. OPEN CUT EXCAVATION WILL NOT BE ALLOWED TO CROSS EXISTING STREETS, UNLESS APPROVED BY THE CITY ENGINEER.
27. ALL NEW WATER PIPES MUST HAVE DETECTABLE TAPE PER CITY OF HUTTO STANDARD DETAIL.
28. ALL AUTOMATIC FLUSH VALVES MUST USE A METER TO MEASURE WATER LOSS.
29. TRACER WIRE WILL BE TESTED AND MUST WORK CORRECTLY BEFORE CITY ACCEPTANCE OF INFRASTRUCTURE. TRACER WIRER MUST BE ENCASED IN PIPE.
30. ALL REDUCED SIZE TAPS SHALL BE MADE USING AN EPOXY COATED FABRICATED STEEL TAPPING SLEEVE WITH STAINLESS STEEL BOLTS, OR A STAINLESS STEEL FULL CIRCLE TAPPING SLEEVE WITH DUCTILE IRON FLANGE.

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DESIGNED BY: DAZ
REVIEWED BY: TMH
DRAWN BY: DAZ

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GOLA, PHASE II
HUTTO, TEXAS

GENERAL NOTES (1 OF 2)

SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED
PROFESSIONAL ENGINEER
06/28/2024

SHEET
2 OF 66

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TCEQ WATER DISTRIBUTION SYSTEM GENERAL CONSTRUCTION NOTES

1. THIS WATER DISTRIBUTION SYSTEM MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS 30 TEXAS ADMINISTRATIVE CODE (TAC) CHAPTER 290 SUBCHAPTER D. WHEN CONFLICTS ARE NOTED WITH LOCAL STANDARDS, THE MORE STRINGENT REQUIREMENT SHALL BE APPLIED. AT A MINIMUM, CONSTRUCTION FOR PUBLIC WATER SYSTEMS MUST ALWAYS MEET TCEQ'S "RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS."

2. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)/NSF INTERNATIONAL STANDARD 61 AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI [§290.44(A)(1)].

3. PLASTIC PIPE FOR USE IN PUBLIC WATER SYSTEMS MUST BEAR THE NSF INTERNATIONAL SEAL OF APPROVAL (NSF-PW) AND HAVE AN ASTM DESIGN PRESSURE RATING OF AT LEAST 150 PSI OR A STANDARD DIMENSION RATIO OF 26 OR LESS [§290.44(A)(2)].

4. NO PIPE WHICH HAS BEEN USED FOR ANY PURPOSE OTHER THAN THE CONVEYANCE OF DRINKING WATER SHALL BE ACCEPTED OR RELOCATED FOR USE IN ANY PUBLIC DRINKING WATER SUPPLY [§290.44(A)(3)].

5. ALL WATER LINE CROSSINGS OF WASTEWATER MAINS SHALL BE PERPENDICULAR [§290.44(E)(4)(B)].

6. WATER TRANSMISSION AND DISTRIBUTION LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. HOWEVER, THE TOP OF THE WATER LINE MUST BE LOCATED BELOW THE FROST LINE AND IN NO CASE SHALL THE TOP OF THE WATER LINE BE LESS THAN 24 INCHES BELOW GROUND SURFACE [§290.44(A)(4)].

7. THE MAXIMUM ALLOWABLE LEAD CONTENT OF PIPES, PIPE FITTINGS, PLUMBING FITTINGS, AND FIXTURES IS 0.25 PERCENT [§290.44(B)].

8. THE CONTRACTOR SHALL INSTALL APPROPRIATE AIR RELEASE DEVICES WITH VENT OPENINGS TO THE ATMOSPHERE COVERED WITH 16-MESH OR FINER, CORROSION RESISTANT SCREENING MATERIAL OR AN ACCEPTABLE EQUIVALENT [§290.44(D)(1)].

9. THE CONTRACTOR SHALL NOT PLACE THE PIPE IN WATER OR WHERE IT CAN BE FLOODED WITH WATER OR SEWAGE DURING ITS STORAGE OR INSTALLATION [§290.44(F)(1)].

10. WHEN WATERLINES ARE LAID UNDER ANY FLOWING OR INTERMITTENT STREAM OR SEMI-PERMANENT BODY OF WATER THE WATERLINE SHALL BE INSTALLED IN A SEPARATE WATERTIGHT PIPE ENCASEMENT. VALVES MUST BE PROVIDED ON EACH SIDE OF THE CROSSING WITH FACILITIES TO ALLOW THE UNDERWATER PORTION OF THE SYSTEM TO BE ISOLATED AND TESTED [§290.44(F)(2)].

11. PURSUANT TO 30 TAC §290.44(A)(5), THE HYDROSTATIC LEAKAGE RATE SHALL NOT EXCEED THE AMOUNT ALLOWED OR RECOMMENDED BY THE MOST CURRENT AWWA FORMULAS FOR PVC PIPE, CAST IRON AND DUCTILE IRON PIPE. INCLUDE THE FORMULAS IN THE NOTES ON THE PLANS. O THE HYDROSTATIC LEAKAGE RATE FOR POLYVINYL CHLORIDE (PVC) PIPE AND APPURTENANCES SHALL NOT EXCEED THE AMOUNT ALLOWED OR RECOMMENDED BY FORMULAS IN AMERICA WATER WORKS ASSOCIATION (AWWA) C-605 AS REQUIRED IN 30 TAC §290.44(A)(5). PLEASE ENSURE THAT

    THE FORMULA FOR THIS CALCULATION IS CORRECT AND MOST CURRENT FORMULA IS IN USE;

    $Q = \frac{LD\sqrt{P}}{148{,}000}$

    WHERE:
    Q = THE QUANTITY OF MAKEUP WATER IN GALLONS PER HOUR,
    L = THE LENGTH OF THE PIPE SECTION BEING TESTED, IN FEET,
    D= THE NOMINAL DIAMETER OF THE PIPE IN INCHES, AND
    P = THE AVERAGE TEST PRESSURE DURING THE HYDROSTATIC TEST IN POUNDS PER SQUARE INCH (PSI).

    THE HYDROSTATIC LEAKAGE RATE FOR DUCTILE IRON (DI) PIPE AND APPURTENANCES SHALL NOT EXCEED THE AMOUNT ALLOWED OR RECOMMENDED BY FORMULAS IN AMERICA WATER WORKS ASSOCIATION (AWWA) C-600 AS REQUIRED IN 30 TAC §290.44(A)(5). PLEASE ENSURE THAT THE FORMULA FOR THIS CALCULATION IS CORRECT AND MOST CURRENT FORMULA IS IN USE;

    $L = \frac{SD\sqrt{P}}{148{,}000}$

    WHERE:
    L = THE QUANTITY OF MAKEUP WATER IN GALLONS PER HOUR,
    S = THE LENGTH OF THE PIPE SECTION BEING TESTED, IN FEET,
    D = THE NOMINAL DIAMETER OF THE PIPE IN INCHES, AND
    P = THE AVERAGE TEST PRESSURE DURING THE HYDROSTATIC TEST IN POUNDS PER SQUARE INCH (PSI).

12. THE CONTRACTOR SHALL MAINTAIN A MINIMUM SEPARATION DISTANCE IN ALL DIRECTIONS OF NINE FEET BETWEEN THE PROPOSED WATERLINE AND WASTEWATER COLLECTION FACILITIES INCLUDING MANHOLES. IF THIS DISTANCE CANNOT BE MAINTAINED, THE CONTRACTOR MUST IMMEDIATELY NOTIFY THE PROJECT ENGINEER FOR FURTHER DIRECTION. SEPARATION DISTANCES, INSTALLATION METHODS, AND MATERIALS UTILIZED MUST MEET §290.44(E)(1)-(4).

13. THE SEPARATION DISTANCE FROM A POTABLE WATERLINE TO A WASTEWATER MAIN OR LATERAL MANHOLE OR CLEANOUT SHALL BE A MINIMUM OF NINE FEET. WHERE THE NINE-FOOT SEPARATION DISTANCE CANNOT BE ACHIEVED, THE POTABLE WATERLINE SHALL BE ENCASED IN A JOINT OF AT LEAST 150 PSI PRESSURE CLASS PIPE AT LEAST 18 FEET LONG AND TWO NOMINAL SIZES LARGER THAN THE NEW CONVEYANCE. THE SPACE AROUND THE CARRIER PIPE SHALL BE SUPPORTED AT FIVE-FOOT INTERVALS WITH SPACERS OR BE FILLED TO THE SPRINGLINE WITH WASHED SAND. THE ENCASEMENT PIPE SHALL BE CENTERED ON THE CROSSING AND BOTH ENDS SEALED WITH CEMENT GROUT OR MANUFACTURED SEALANT [§290.44(E)(5)].

14. FIRE HYDRANTS SHALL NOT BE INSTALLED WITHIN NINE FEET VERTICALLY OR HORIZONTALLY OF ANY WASTEWATER LINE, WASTEWATER LATERAL, OR WASTEWATER SERVICE LINE REGARDLESS OF CONSTRUCTION [§290.44(E)(6)].

15. SUCTION MAINS TO PUMPING EQUIPMENT SHALL NOT CROSS WASTEWATER MAINS, WASTEWATER LATERALS, OR WASTEWATER SERVICE LINES. RAW WATER SUPPLY LINES SHALL NOT BE INSTALLED WITHIN FIVE FEET OF ANY TILE OR CONCRETE WASTEWATER MAIN, WASTEWATER LATERAL, OR WASTEWATER SERVICE LINE [§290.44(E)(7)].

16. WATERLINES SHALL NOT BE INSTALLED CLOSER THAN TEN FEET TO SEPTIC TANK DRAINFIELDS [§290.44(E)(8)].

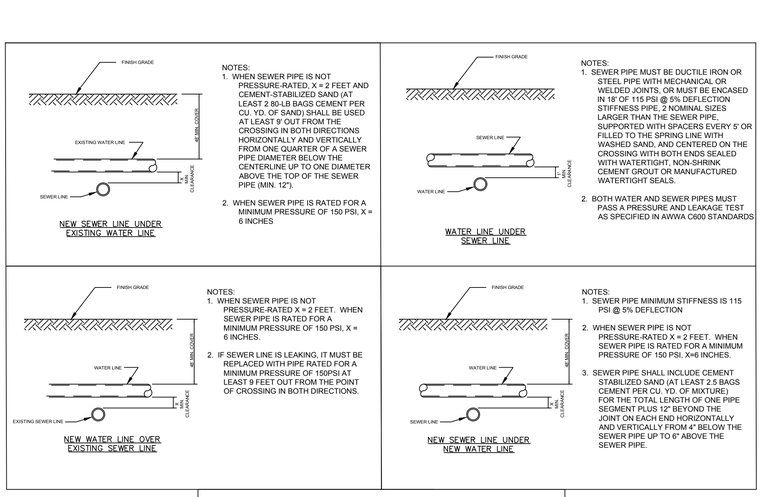
17. THE CONTRACTOR SHALL DISINFECT THE NEW WATERLINES IN ACCORDANCE WITH AWWA STANDARD C-651-14OR MOST RECENT, THEN FLUSH AND SAMPLE THE LINES BEFORE BEING PLACED INTO SERVICE. SAMPLES SHALL BE COLLECTED FOR MICROBIOLOGICAL ANALYSIS TO CHECK THE EFFECTIVENESS OF THE DISINFECTION PROCEDURE WHICH SHALL BE REPEATED IF CONTAMINATION PERSISTS. A MINIMUM OF ONE SAMPLE FOR EACH 1,000 FEET OF COMPLETED WATERLINE WILL BE REQUIRED OR AT THE NEXT AVAILABLE SAMPLING POINT BEYOND 1,000 FEET AS DESIGNATED BY THE DESIGN ENGINEER [§290.44(F)(3)].

18. DECHLORINATION OF DISINFECTING WATER SHALL BE IN STRICT ACCORDANCE WITH CURRENT AWWA STANDARD C655-09 OR MOST RECENT.

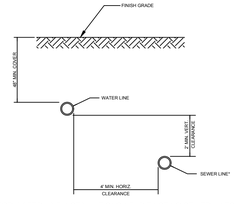
RECOMMENDATIONS - PAVEMENT THICKNESS SECTIONS

Street Classification	Subgrade Material	Hot Mix Asphaltic Concrete, in	Crushed Limestone Base, in	Lime Stabilized Subgrade, in	Geogrid
Local Street	Subgrade PI > 20	2.0	9	8	-
		~~2.0~~	~~7~~		~~X*~~
Residential Collectors	Subgrade PI > 20	2.0	14	8	-
		~~2.0~~	~~11~~		~~X*~~
Neighborhood Collectors	Subgrade PI > 20	3.0	16	8	-
		~~3.0~~	~~13~~		~~X*~~

Notes:
1. * - A single layer of Tensar TX130S geogrid, or equivalent approved by the Geotechnical Engineer, should be placed below the crushed limestone base layer.
2. The surface clay must first be tested for sulfate reaction and a mix design should be completed to determine the proper lime content, lime type, mixing procedure and curing conditions required.
3. The concern has arisen that ground water may enter the utility trenches at this site causing detrimental settlement of the utility trench backfill. To address this concern, the wastewater utility trenches could be turned in to French drains. To achieve this, additional poorly-graded gravel, such as the gravel already being used for pipe bedding at this site, should be placed above the pipe bedding material to the elevation where ground water is encountered. This extra layer of gravel should be covered with a geotextile fabric to prevent material above the gravel from infiltrating the gravel layer. Then, the utility trench should be filled in compacted layers in accordance with the construction plans. The wastewater utility trench must then be allowed to daylight from its lowest point such that water does not accumulate in the utility trench. Additional gravel may be required in the utility trench depending upon the depth that ground water is entering the utility trench during construction. A line item for French drains should be included in construction bid documents.
4. The subgrade improvement should be extended 3 feet beyond the back of the curb line.
5. These pavement thickness designs are intended to transfer the load from the anticipated traffic conditions.
6. The responsibility of assigning street classification to the streets in this project is left to the civil engineer.
7. If pavement designs other than those listed above are desired, please contact MLA Geotechnical.



NOTES:
1. PER TCEQ § 217.53 AND § 290.44, WATER AND SEWER LINES MUST BE SEPARATED BY 9 FEET IN ALL DIRECTIONS, THE PIPES MUST BE INSTALLED IN SEPARATE DITCHES, AND THERE CAN BE NO PHYSICAL CONNECTIONS BETWEEN THEM.
2. ALSO PER TCEQ § 217.53 AND § 290.44, SEPARATION DISTANCES LESS THAN 9' ARE PERMISSIBLE IF PERFORMED PER THE DRAWING BELOW:



* FOR WATER LINE INSTALLATIONS NEAR EXISTING SEWER LINES, A TEXAS-LICENSED PROFESSIONAL ENGINEER MUST VERIFY THAT THE SEWER LINE IS NOT LEAKING, AND EVERY EFFORT SHALL BE EXERTED NOT TO DISTURB THE BEDDING AND BACKFILL OF THE EXISTING SEWER LINE. IF IT IS NOT POSSIBLE TO VERIFY THE LEAKS, THE SEWER LINE MUST BE REPLACED WITH AT LEAST 150 PSI PRESSURE RATED PIPE.

PARALLEL SEWER/WATER LINES

TRENCH SAFETY NOTES:
1. IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE U. S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS, ALL TRENCHES OVER 5 FEET IN DEPTH IN EITHER HARD AND COMPACT OR SOFT AND UNSTABLE SOIL SHALL BE SLOPED, SHORED, SHEETED, BRACED OR OTHERWISE SUPPORTED. FURTHERMORE, ALL TRENCHES LESS THAN 5 FEET IN DEPTH SHALL ALSO BE EFFECTIVELY PROTECTED WHEN HAZARDOUS GROUND MOVEMENT MAY BE EXPECTED. TRENCH SAFETY SYSTEMS TO BE UTILIZED FOR THIS PROJECT WILL BE PROVIDED BY THE CONTRACTOR.
2. IN ACCORDANCE WITH THE U. S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS, WHEN PERSONS ARE IN TRENCHES 4-FEET DEEP OR MORE, ADEQUATE MEANS OF EXIT, SUCH AS A LADDER OR STEPS, MUST BE PROVIDED AND LOCATED SO AS TO REQUIRE NO MORE THAN 25 FEET OF LATERAL TRAVEL.
3. IF TRENCH SAFETY SYSTEM DETAILS WERE NOT PROVIDED IN THE PLANS BECAUSE TRENCHES WERE ANTICIPATED TO BE LESS THAN 5 FEET IN DEPTH AND DURING CONSTRUCTION IT IS FOUND THAT TRENCHES ARE IN FACT 5 FEET OR MORE IN DEPTH OR TRENCHES LESS THAN 5 FEET IN DEPTH ARE IN AN AREA WHERE HAZARDOUS GROUND MOVEMENT IS EXPECTED, ALL CONSTRUCTION SHALL CEASE, THE TRENCHED AREA SHALL BE BARRICADED AND THE ENGINEER NOTIFIED IMMEDIATELY. CONSTRUCTION SHALL NOT RESUME UNTIL APPROPRIATE TRENCH SAFETY SYSTEM DETAILS, AS DESIGNED BY A PROFESSIONAL ENGINEER, ARE RETAINED AND COPIES SUBMITTED TO THE CITY OF HUTTO.

FIRE DEPARTMENT:
1. AN ALL WEATHER DRIVING SURFACE MUST BE INSTALLED IN LOCATIONS SHOWN ON THE SITE PLAN TO BE FIRE LANES, PRIOR TO ANY BUILDING CONSTRUCTION BEYOND THE FOUNDATION PHASE.
2. THE FOUR AND ONE HALF-INCH STEAMER OPENING MUST FACE THE DRIVEWAY OR STREET WITH THREE TO SIX FEET SET BACKS FROM THE CURB LINE(S). NO OBSTRUCTION IS ALLOWED WITHIN THREE (3) FEET OF ANY FIRE HYDRANT, AND THE FOUR AND ONE HALF OPENING MUST BE TOTALLY UNOBSTRUCTED FROM THE STREET/DRIVEWAY.
3. ALL PERVIOUS/DECORATIVE PAVEMENTS SHALL BE ENGINEERED AND INSTALLED FOR 75,000 LB. LIVE-VEHICLE LOADS. THE DISTRICT MUST APPROVE ANY PERVIOUS/DECORATIVE PAVING WITHIN 100 FT. OF ANY BUILDING.
4. COMMERCIAL DUMPSTERS AND CONTAINERS WITH AN INDIVIDUAL CAPACITY OF 1.5 CUBIC YARDS OR GREATER SHALL NOT BE STORED OR PLACED WITHIN TEN- (10) FT. OF OPENINGS, COMBUSTIBLE WALLS, OR COMBUSTIBLE EAVE LINES.
5. VERTICAL CLEARANCE REQUIRED FOR FIRE APPARATUS IS 13 FEET, 6 INCHES, FOR THE FULL 25 FEET WIDTH OF ALL ACCESS DRIVES AND ROUTES FOR INTERNAL CIRCULATION. DEAD-END FIRE APPARATUS ACCESS ROADS IN EXCESS OF 150 FEET IN LENGTH SHALL BE PROVIDED WITH APPROVED PROVISIONS FOR THE TURNING AROUND OF FIRE APPARATUS.
6. FIRE LANES SHALL BE STENCILED "FIRE LANE-TOW AWAY ZONE" IN WHITE LETTERS THREE INCHES TALL, AT INTERVALS NOT TO EXCEEDING 35 FEET. CURBS ALONG THE FIRE LANES SHALL BE PAINTED RED IN AREAS AS INDICATED ON THE SITE PLAN. WHERE NO CURB AND GUTTER EXISTS, FIRE APPARATUS ACCESS ROADS SHALL BE MARKED WITH PERMANENT FIRE LANE- TOW AWAY ZONE SIGNS AT INTERVALS NOT EXCEEDING 50 FEET. SIGNS SHALL HAVE A MINIMUM DIMENSION OF 12 INCHES WIDE AND 18 INCHES HIGH AND HAVE RED LETTERS ON A WHITE REFLECTIVE BACKGROUND. SIGNS SHALL BE POSTED ON ONE SIDE OR BOTH SIDES OF THE FIRE APPARATUS ROAD AS REQUIRED BY LOCAL AMENDMENTS.

GENERAL NOTES:
1. UNLESS OTHERWISE LISTED HEREIN, ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF GEORGETOWN STANDARD SPECIFICATIONS, WHICH ARE HEREBY REFERENCED FOR THIS CONSTRUCTION PLAN SET.
2. WHERE A STATE OR LOCAL MUNICIPAL STANDARD DETAIL DUPLICATES A DETAIL SHOWN IN THE PLANS, THE MORE STRINGENT DETAIL, AS DETERMINED BY THE REVIEWING AGENCY, SHALL APPLY.
3. ANY EXISTING UTILITIES, PAVEMENT, CURBS, SIDEWALKS, STRUCTURES, TREES, ETC., THAT ARE DAMAGED OR REMOVED SHALL BE REPAIRED OR REPLACED TO EXISTING OR BETTER CONDITION BY THE CONTRACTOR AT NO COST TO THE OWNER.

APR	DATE	DESCRIPTION	REV

DESIGNED BY: DAZ
REVIEWED BY: TMH
DRAWN BY: DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL 512-879-0400 www.browngay.com

GOLA, PHASE II
HUTTO, TEXAS

GENERAL NOTES (2 OF 2)

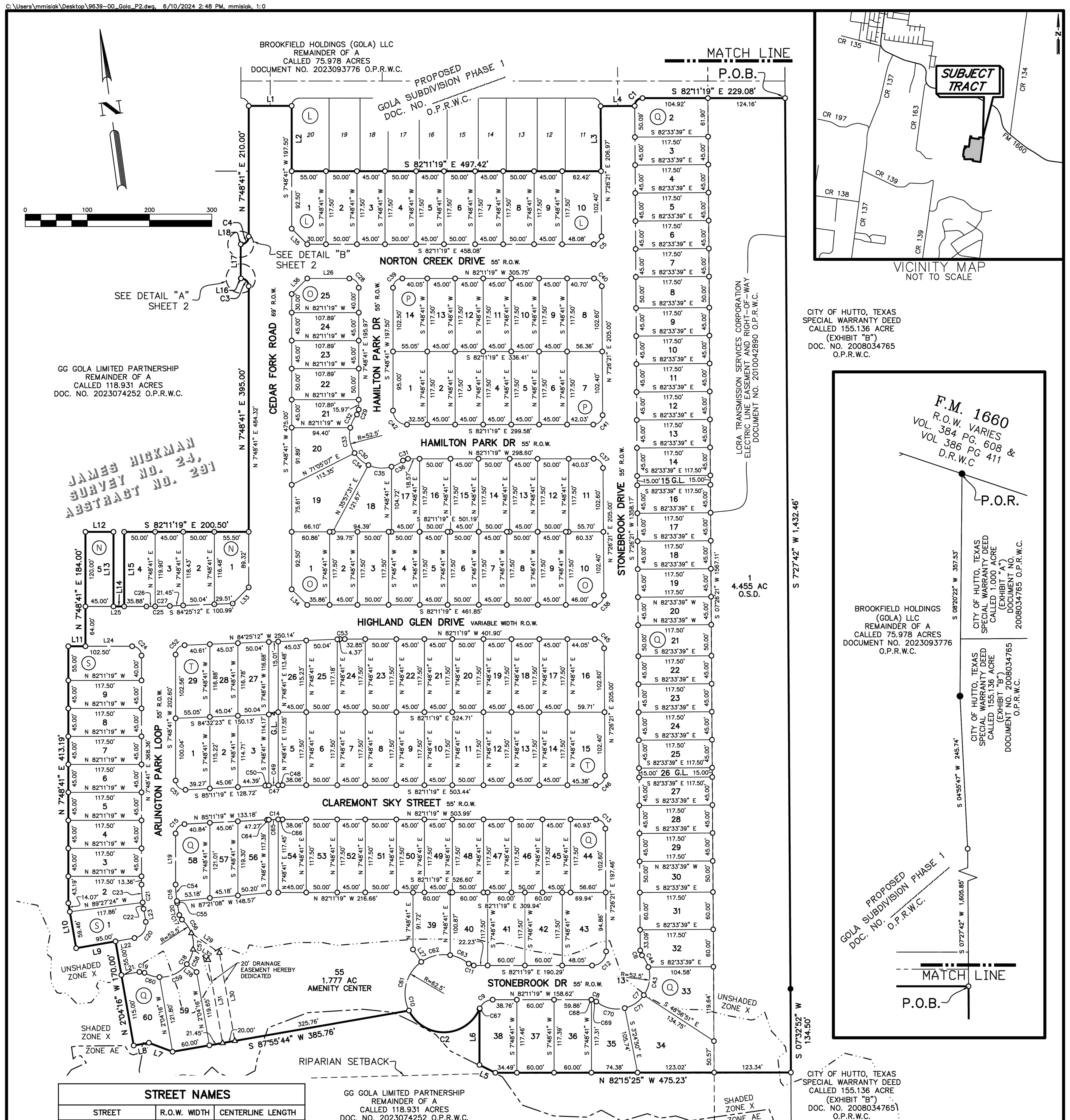
SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED PROFESSIONAL ENGINEER
06/28/2024

FOR OFFICIAL USE ONLY
Reviewed for Substantial Conformance by City of Hutto
HUTTO
Matt Rector, P.E.
City Engineer
Engineering - City of Hutto
08/29/2024

SHEET
3 OF 66

G:\TXC\Projects\Ashton_Woods\9539-00-Gola_Ph_2\LD\01_CADD\01_Sht s\C-SP-NOTE-PH2.dwg Layout: GENERAL NOTES (2 OF 2) Plotted: 6/11/2024 2:18:20 PM



GG GOLA LIMITED PARTNERSHIP
REMAINDER OF A
CALLED 118.931 ACRES
DOC. NO. 2023074252 O.P.R.W.C.

CITY OF HUTTO, TEXAS
SPECIAL WARRANTY DEED
CALLED 155.136 ACRE
(EXHIBIT "B")
DOC. NO. 2008034765
O.P.R.W.C.

STREET NAMES		
STREET	R.O.W. WIDTH	CENTERLINE LENGTH
CEDAR FORK ROAD	69 FEET	830 FEET
ARLINGTON PARK LOOP	55 FEET	602 FEET
STONEBROOK DRIVE	55 FEET	1,716 FEET
NORTON CREEK DRIVE	55 FEET	608 FEET
HAMILTON PARK DRIVE	55 FEET	682 FEET
HIGHLAND GLEN DRIVE	VARIABLE	861 FEET
CLAREMONT SKY STREET	55 FEET	746 FEET
TOTAL LINEAR FEET		**6,045 FEET**

LAND USE SCHEDULE		
DESCRIPTION	NO.	ACREAGE
RESIDENTIAL	148	19.849 ACRES
RIGHT-OF-WAY	–	7.932 ACRES
OPEN SPACE/DRAINAGE LOT	1	4.455 ACRES
GREENLINK LOT	3	0.160 ACRES
AMENITY CENTER	1	1.777 ACRES
TOTAL	**153**	**34.173 ACRES**

NUMBER OF BLOCKS = 7

LEGEND

DOC. DOCUMENT
D.R.W.C. DEED RECORDS, WILLIAMSON COUNTY
ESMT. EASEMENT
G.L. GREENLINK LOT
NO. NUMBER
NOS. NUMBERS
O.P.R.W.C. OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY
O.R.W.C. OFFICIAL RECORDS, WILLIAMSON COUNTY
O.S.D. OPEN SPACE/DRAINAGE
PG. PAGE
R.O.W. RIGHT-OF-WAY
VOL. VOLUME
W.E. WATER EASEMENT
W.W.E. WASTE WATER EASEMENT
● FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○ SET 1/2" IRON ROD W/CAP STAMPED "BGE INC"
△ CALCULATED POINT

BEARING BASIS NOTE:

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.0001097659

FINAL PLAT

GOLA SUBDIVISION PHASE 2

A SUBDIVISION OF 34.173 ACRES OF LAND
LOCATED IN THE
JAMES HICKMAN SURVEY NO. 24, ABSTRACT NO. 291
WILLIAMSON COUNTY, TEXAS

DEVELOPER: STARLIGHT HOMES
3820 MANSELL ROAD, SUITE 400
ALPHARETTA, GA 30022

OWNER: GG GOLA LIMITED PARTNERSHIP
THOMAS GRIFFITHS
KATHRYN BORGATTI
A DELAWARE LIMITED LIABILITY COMPANY
351 KING STREET EAST, 13TH FLOOR
SUITE 1300
TORONTO, ON M5A-0L6

ENGINEER: BGE, INC.
7330 SAN PEDRO AVE., SUITE 202
SAN ANTONIO, TX 78216

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 ● www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

SHEET 1 OF 4

CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	12.50'	90°22'20"	19.72'	N 52°37'31" E	17.74'
C2	62.50'	130°25'37"	142.27'	N 83°27'09" W	113.48'
C3	12.50'	90°00'00"	19.63'	N 37°11'19" W	17.68'
C4	12.50'	90°00'00"	19.63'	N 52°48'41" E	17.68'
C5	15.00'	90°22'20"	23.66'	N 52°37'31" E	21.28'
C6	12.50'	39°42'54"	8.66'	S 12°25'07" E	8.49'
C7	52.50'	169°48'09"	155.59'	N 52°37'31" E	104.58'
C8	12.50'	39°42'54"	8.66'	N 62°19'52" W	8.49'
C9	22.50'	67°31'14"	26.52'	S 64°03'04" W	25.01'
C10	62.50'	287°27'54"	313.58'	S 5°58'36" E	73.94'
C11	12.50'	39°56'40"	8.71'	S 62°12'59" E	8.54'
C12	22.50'	90°22'20"	35.49'	N 52°37'31" E	31.92'
C13	15.00'	89°37'40"	23.46'	N 37°22'29" W	21.14'
C14	472.50'	3°00'00"	24.74'	N 83°41'19" W	24.74'
C15	15.00'	87°00'00"	22.78'	S 51°18'41" W	20.65'
C16	172.50'	9°52'57"	29.75'	S 2°52'12" W	29.72'
C17	12.50'	39°42'54"	8.66'	S 21°55'43" E	8.49'
C18	52.50'	169°25'49"	155.25'	N 42°55'44" E	104.55'
C19	12.50'	39°42'54"	8.66'	N 72°12'49" W	8.49'
C20	22.50'	90°00'00"	35.34'	N 42°55'44" E	31.82'
C21	227.50'	9°52'57"	39.24'	S 2°52'12" W	39.19'
C22	227.50'	2°36'52"	10.38'	S 0°45'50" E	10.38'
C23	227.50'	7°16'05"	28.86'	S 4°10'38" W	28.84'
C24	15.00'	90°00'00"	23.56'	N 37°11'19" W	21.21'
C25	968.00'	2°13'53"	37.70'	S 83°18'16" E	37.70'
C26	968.00'	0°50'09"	14.12'	S 82°36'24" E	14.12'
C27	968.00'	1°23'44"	23.58'	S 83°43'20" E	23.58'
C28	15.00'	90°00'00"	23.56'	N 37°11'19" W	21.21'
C29	12.50'	39°42'54"	8.66'	N 27°40'08" E	8.49'
C30	52.50'	169°25'49"	155.25'	S 37°11'19" E	104.55'
C31	12.50'	39°42'54"	8.66'	S 77°57'14" W	8.49'
C32	52.50'	25°56'28"	23.77'	S 34°33'21" W	23.57'
C33	52.50'	46°32'10"	42.64'	S 1°40'57" E	41.48'
C34	52.50'	32°35'46"	29.87'	S 41°14'55" E	29.47'
C35	52.50'	41°21'43"	37.90'	S 78°13'39" E	37.08'
C36	52.50'	22°59'43"	21.07'	N 69°35'38" E	20.93'
C37	15.00'	89°37'40"	23.46'	N 37°22'29" W	21.14'
C38	15.00'	90°22'20"	23.66'	N 52°37'31" E	21.28'
C39	15.00'	90°00'00"	23.56'	S 52°48'41" W	21.21'
C40	15.00'	89°37'40"	23.46'	N 37°22'29" W	21.14'
C41	15.00'	90°22'20"	23.66'	N 52°37'31" E	21.28'
C42	22.50'	90°00'00"	35.34'	S 37°11'19" E	31.82'
C43	52.50'	51°35'08"	47.27'	N 17°03'49" E	45.69'
C44	52.50'	23°32'48"	21.58'	N 20°30'10" W	21.42'
C45	15.00'	89°37'40"	23.46'	N 37°22'29" W	21.14'
C46	15.00'	90°22'20"	23.66'	N 52°37'31" E	21.28'
C47	527.50'	3°00'00"	27.62'	N 83°41'19" W	27.62'
C48	527.50'	0°45'13"	6.94'	N 82°33'56" W	6.94'
C49	527.50'	1°37'48"	15.01'	N 83°45'26" W	15.01'
C50	527.50'	0°36'59"	5.68'	N 84°52'50" W	5.68'
C51	15.00'	93°00'00"	24.35'	S 38°41'19" E	21.76'
C52	15.00'	87°46'07"	22.98'	S 51°41'44" W	20.80'
C53	200.00'	2°13'53"	7.79'	N 83°18'16" W	7.79'
C54	172.50'	8°48'26"	26.52'	S 3°24'28" W	26.49'
C55	172.50'	1°04'31"	3.24'	S 1°32'00" E	3.24'
C56	52.50'	29°07'55"	26.69'	N 27°13'13" W	26.41'
C57	52.50'	29°13'27"	26.78'	N 1°57'28" E	26.49'
C58	52.50'	28°11'09"	25.83'	N 30°39'46" E	25.57'
C59	52.50'	55°10'05"	50.55'	N 72°20'23" E	48.62'
C60	52.50'	27°43'14"	25.40'	S 66°12'58" E	25.15'
C61	62.50'	80°28'30"	87.78'	S 21°59'55" W	80.74'
C62	62.50'	45°08'28"	49.24'	S 84°48'24" W	47.98'
C63	62.50'	30°22'43"	33.14'	N 57°26'00" W	32.75'
C64	472.50'	0°20'20"	2.79'	N 85°01'09" W	2.79'
C65	472.50'	1°49'11"	15.01'	N 83°56'24" W	15.01'
C66	472.50'	0°50'29"	6.94'	N 82°36'34" W	6.94'
C67	62.50'	1°02'36"	1.14'	N 30°48'45" E	1.14'
C68	12.50'	0°38'34"	0.14'	N 81°52'02" W	0.14'
C69	12.50'	39°04'21"	8.52'	N 62°00'35" W	8.36'
C70	52.50'	53°22'41"	48.91'	S 69°09'45" E	47.16'
C71	52.50'	41°17'31"	37.84'	N 63°30'09" E	37.02'

LINE DATA		
NUMBER	BEARING	DISTANCE
L1	S82°11'19"E	69.00'
L2	S7°48'41"W	105.00'
L3	N7°26'21"E	104.56'
L4	S82°33'39"E	55.00'
L5	N55°47'49"W	28.48'
L6	N7°48'41"E	89.90'
L7	N61°28'42"W	40.57'
L8	S87°55'44"W	25.07'
L9	S87°55'44"W	64.09'
L10	N2°04'16"W	73.53'
L11	S82°11'19"E	27.50'
L12	S82°11'19"E	45.00'
L13	S7°48'41"W	120.00'
L14	S82°11'19"E	17.14'
L15	N7°48'41"E	120.00'
L16	N82°11'19"W	0.50'
L17	N7°48'41"E	55.00'
L18	S82°11'19"E	0.50'
L19	S7°48'41"W	82.27'
L20	S2°04'16"E	19.67'
L21	S87°55'44"W	29.38'
L22	N87°55'44"E	30.91'
L23	N2°04'16"W	21.21'
L24	N82°11'19"W	75.00'
L25	S82°11'19"E	98.02'
L26	N82°11'19"W	67.89'
L27	S25°47'31"E	23.95'
L28	N42°57'17"W	20.12'
L29	S47°04'16"E	55.06'
L30	S2°04'16"E	143.86'
L31	N2°04'16"W	135.57'
L32	N47°04'16"W	29.41'
L33	S52°48'41"W	36.79'
L34	S37°11'19"E	35.36'
L35	S37°11'19"E	35.36'
L36	N52°48'41"E	35.36'

A – AMENITY G.L. – GREENLINK R – RESIDENTIAL O.S.D. – OPEN SPACE/DRAINAGE

LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
1	L	6,150	R
2	L	5,875	R
3	L	5,287	R
4	L	5,875	R
5	L	5,287	R
6	L	5,875	R
7	L	5,287	R
8	L	5,875	R
9	L	5,287	R
10	L	7,330	R

LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
1	N	6,080	R
2	N	5,873	R
3	N	5,367	R
4	N	6,000	R
5	N	5,400	R

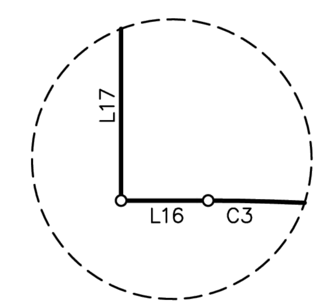
LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
1	O	6,838	R
2	O	5,288	R
3	O	5,875	R
4	O	5,875	R
5	O	5,288	R
6	O	5,875	R
7	O	5,288	R
8	O	5,875	R
9	O	5,288	R
10	O	7,085	R
11	O	6,452	R
12	O	5,875	R
13	O	5,288	R
14	O	5,875	R
15	O	5,288	R
16	O	5,875	R
17	O	5,121	R
18	O	6,916	R
19	O	9,718	R
20	O	6,463	R
21	O	4,654	R
22	O	5,394	R
23	O	4,855	R
24	O	4,855	R
25	O	5,573	R

LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
1	P	6,360	R
2	P	5,287	R
3	P	5,288	R
4	P	5,288	R
5	P	5,288	R
6	P	5,288	R
7	P	6,619	R
8	P	6,530	R
9	P	5,287	R
10	P	5,287	R
11	P	5,287	R
12	P	5,287	R
13	P	5,287	R
14	P	6,420	R

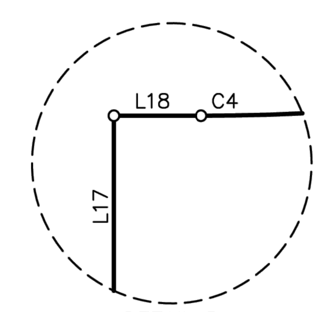
LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
1	Q	194,064	O.S.D.
2	Q	7,284	R
3	Q	5,287	R
4	Q	5,287	R
5	Q	5,287	R
6	Q	5,287	R
7	Q	5,287	R
8	Q	5,875	R
9	Q	5,287	R
10	S	6,414	R
10	Q	5,287	R
11	Q	5,287	R
12	Q	5,287	R
13	Q	5,287	R
14	Q	5,287	R
15	Q	1,762	G.L.
16	Q	5,287	R
17	Q	5,287	R
18	Q	5,287	R
19	Q	5,287	R
20	Q	5,287	R
21	Q	5,875	R
22	Q	5,287	R
23	Q	5,287	R
24	Q	5,287	R
25	Q	5,287	R
26	Q	1,762	G.L.
27	Q	5,287	R
28	Q	5,287	R
29	Q	5,287	R
30	Q	5,875	R
31	Q	7,050	R
32	Q	6,877	R
33	Q	8,907	R
34	Q	12,217	R
35	Q	6,815	R
36	Q	7,041	R
37	Q	7,045	R
38	Q	6,801	R
39	Q	6,161	R
40	Q	6,704	R
41	Q	7,050	R
42	Q	7,050	R
43	Q	8,152	R
44	Q	6,558	R
45	Q	5,287	R
46	Q	5,875	R
47	Q	5,287	R
48	Q	5,875	R
49	Q	5,287	R
50	Q	5,287	R
51	Q	5,875	R
52	Q	5,287	R
53	Q	5,875	R
54	Q	5,287	R
55	Q	77,390	A
56	Q	5,918	R
57	Q	5,407	R
58	Q	6,652	R
59	Q	7,490	R
60	Q	7,038	R

LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
1	S	6,563	R
2	S	5,860	R
3	S	5,288	R
4	S	5,288	R
5	S	5,288	R
6	S	5,288	R
7	S	5,288	R
8	S	5,288	R
9	S	5,287	R
10	S	6,414	R

LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
1	T	6,300	R
2	T	5,173	R
3	T	5,721	R
4	T	3,463	G.L.
5	T	5,288	R
6	T	5,875	R
7	T	5,287	R
8	T	5,875	R
9	T	5,288	R
10	T	5,288	R
11	T	5,875	R
12	T	5,288	R
13	T	5,287	R
14	T	5,287	R
15	T	7,012	R
16	T	6,924	R
17	T	5,288	R
18	T	5,288	R
19	T	5,288	R
20	T	5,875	R
21	T	5,287	R
22	T	5,287	R
23	T	5,875	R
24	T	5,286	R
25	T	5,810	R
26	T	5,146	R
27	T	5,836	R
28	T	5,257	R
29	T	6,387	R

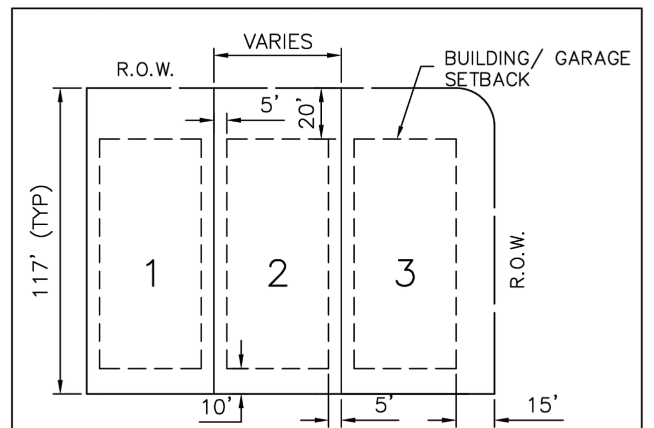


DETAIL A
NOT-TO-SCALE



DETAIL B
NOT-TO-SCALE

FOR OFFICIAL USE ONLY
Reviewed for Substantial
Conformance by City of Hutto
CITY OF HUTTO
Matt Rector, P.E.
City Engineer
Engineering - City of Hutto
08/29/2024



TYP. LOT LAYOUT DIAGRAM

MINIMUM FINISHED FLOOR TABLE			
BLOCK	LOT	FLOODPLAIN ELEVATION	MINIMUM FINISHED FLOOR ELEVATION
Q	33	579	581
Q	34	579	581
Q	35	579	581
Q	36	579	581
Q	37	579	581
Q	38	580	582
Q	59	580	582
Q	60	580	582

FINAL PLAT

GOLA SUBDIVISION PHASE 2

A SUBDIVISION OF 34.173 ACRES OF LAND
LOCATED IN THE
JAMES HICKMAN SURVEY NO. 24, ABSTRACT NO. 291
WILLIAMSON COUNTY, TEXAS

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 ● www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

SHEET 2 OF 4

REV	DESCRIPTION	DATE	APR

DESIGNED BY: DAZ
REVIEWED BY: TMH
DRAWN BY: DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.browngay.com

GOLA, PHASE II
HUTTO, TEXAS

PLAT(1 OF 2)

SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED
PROFESSIONAL ENGINEER
06/28/2024

SHEET
4 OF 66

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METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 34.173 ACRE TRACT OF LAND IN THE JAMES HICKMAN SURVEY NUMBER 24, ABSTRACT NUMBER 291, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 118.931 ACRE TRACT OF LAND AS CONVEYED UNTO GG GOLA LIMITED PARTNERSHIP IN DOCUMENT NUMBER 2023074252 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 34.173 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for POINT OF REFERNCE at a 1/2-inch iron rod found on the south right-of-way line of F.M. 1660 (R.O.W. ~ Varies), as described in Volume 384, Page 608 and Volume 386, Page 411 of the Deed Records of Williamson County, Texas, at the common north corner of a called 75.978 acre tract of land as conveyed unto Brookfield Holdings (Gola) LLC in Document Number 2023093776 of the Official Public Records of Williamson County, Texas;

THENCE, S 08°20'22" W, coincident with the east line of said 75.978 acre tract and partly with the west line of said 1.000 acre tract and partly with the west line of a called 155.136 acre tract of land as conveyed to the City of Hutto in Document Number 2008034765 of the Official Public Records of Williamson County, Texas, a distance of 357.53 feet to a 1/2-inch iron rod found for an angle point;

THENCE, S 04°55'47" W, continuing coincident with the east line of said 75.978 acre tract and the west line of said 155.136 acre tract, a distance of 245.74 feet to a 1/2-inch iron rod with cap stamped 'BGE Inc' set for an angle point;

THENCE, S 07°27'42" W, continuing coincident with the east line of said 75.978 acre tract and the west line of said 155.136 acre tract, a distance of 1,605.85 feet to a 1/2-inch iron rod with cap stamped 'BGE Inc' set at the northeast corner of said 118.931 acre tract, for the northeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, S 07°27'42" W, coincident with the east line of said 118.931 acre tract and the west line of said 155.136 acre tract, a distance of 1,432.46 feet to a 1/2-inch iron rod found for an angle point;

THENCE, S 07°32'52" W, continuing coincident with the east line of said 118.931 acre tract and the west line of said 155.136 acre tract, a distance of 134.50 feet to a 1/2-inch iron rod with cap stamped 'BGE Inc' set for the southeast corner of the herein described tract;

THENCE, leaving the west line of said 155.136 acre tract, over and across said 118.931 acre tract the following twenty-five (25) courses:

1) N 82°15'25" W, a distance of 475.23 feet to a 1/2-inch iron rod with cap stamped 'BGE Inc' set for an angle point;
2) N 55°47'49" W, a distance of 28.48 feet to a 1/2-inch iron rod with cap stamped 'BGE Inc' set for an exterior corner of the herein described tract;
3) N 07°48'41" E, a distance of 89.90 feet to a 1/2-inch iron rod with cap stamped 'BGE Inc' set for a beginning of a non-tangent curve to the right;
4) Curving to the right, an arc distance of 142.27 feet, having a radius of 62.50 feet, a central angle of 130°25'37" and a chord which bears N 83°27'09" W, a distance of 113.48 feet to a 1/2-inch iron rod with cap stamped 'BGE Inc' set for the end of this curve;
5) S 87°55'44" W, a distance of 385.76 feet to a 1/2-inch iron rod with cap stamped 'BGE Inc' set for an angle point;
6) N 61°28'42" W, a distance of 40.57 feet to a 1/2-inch iron rod with cap stamped 'BGE Inc' set for an angle point;
7) S 87°55'44" W, a distance of 25.07 feet to a 1/2-inch iron rod with cap stamped 'BGE Inc' set for the southwest corner of the herein described tract;
8) N 02°04'16" W, a distance of 170.00 feet to a 1/2-inch iron rod with cap stamped 'BGE Inc' set for an interior corner of the herein described tract;
9) S 87°55'44" W, a distance of 64.09 feet to a 1/2-inch iron rod with cap stamped 'BGE Inc' set for an exterior corner of the herein described tract;
10) N 02°04'16" W, a distance of 73.53 feet to a 1/2-inch iron rod with cap stamped 'BGE Inc' set for an angle point;
11) N 07°48'41" E, a distance of 413.19 feet to a 1/2-inch iron rod with cap stamped 'BGE Inc' set for an exterior corner of the herein described tract;
12) S 82°11'19" E, a distance of 27.50 feet to a 1/2-inch iron rod with cap stamped 'BGE Inc' set for an interior corner of the herein described tract;
13) N 07°48'41" E, a distance of 184.00 feet to a 1/2-inch iron rod with cap stamped 'BGE Inc' set for an exterior corner of the herein described tract;
14) S 82°11'19" E, a distance of 45.00 feet to a 1/2-inch iron rod with cap stamped 'BGE Inc' set for an exterior corner of the herein described tract;
15) S 07°48'41" W, a distance of 120.00 feet to a 1/2-inch iron rod with cap stamped 'BGE Inc' set for an interior corner of the herein described tract;
16) S 82°11'19" E, a distance of 17.14 feet to a 1/2-inch iron rod with cap stamped 'BGE Inc' set for an interior corner of the herein described tract;
17) N 07°48'41" E, a distance of 120.00 feet to a 1/2-inch iron rod with cap stamped 'BGE Inc' set for an exterior corner of the herein described tract;
18) S 82°11'19" E, a distance of 200.50 feet to a 1/2-inch iron rod with cap stamped 'BGE Inc' set for an interior corner of the herein described tract;
19) N 07°48'41" E, a distance of 395.00 feet to a 1/2-inch iron rod with cap stamped 'BGE Inc' set for a point of curvature of a curve to the left;
20) Curving to the left, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of 90°00'00" and a chord which bears N 37°11'19" W, a distance of 17.68 feet to a point for 1/2-inch iron rod with cap stamped 'BGE Inc' set for a point of tangency;
21) N 82°11'19" W, a distance of 0.50 feet to a 1/2-inch iron rod with cap stamped 'BGE Inc' set for an exterior corner of the herein described tract;
22) N 07°48'41" E, a distance of 55.00 feet to a 1/2-inch iron rod with cap stamped 'BGE Inc' set for an exterior corner of the herein described tract;
23) S 82°11'19" E, a distance of 0.50 feet to a 1/2-inch iron rod with cap stamped 'BGE Inc' set for a point of curvature of a curve to the left;
24) Curving to the left, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of 90°00'00" and a chord which bears N 52°48'41" E, a distance of 17.68 feet to a 1/2-inch iron rod with cap stamped 'BGE Inc' set for a point of tangency;
25) N 07°48'41" E, a distance of 210.00 feet to a 1/2-inch iron rod with cap stamped 'BGE Inc' set at a common corner of said 118.931 acre tract and said 75.978 acre tract, for the northwest corner of the herein described tract;

THENCE, coincident with the south line of said 75.978 acre tract and said 118.931 acre tract, the following seven (7) courses:

1) S 82°11'19" E, a distance of 69.00 feet to a 1/2-inch iron rod with cap stamped 'BGE Inc' set for an exterior corner of the herein described tract;
2) S 07°48'41" W, a distance of 105.00 feet to a 1/2-inch iron rod with cap stamped 'BGE Inc' set for an interior corner of the herein described tract;
3) S 82°11'19" E, a distance of 497.42 feet to a 1/2-inch iron rod with cap stamped 'BGE Inc' set for an interior corner of the herein described tract;
4) N 07°26'21" E, a distance of 104.56 feet to a 1/2-inch iron rod with cap stamped 'BGE Inc' set for an exterior corner of the herein described tract;
5) S 82°33'39" E, a distance of 55.00 feet to a 1/2-inch iron rod with cap stamped 'BGE Inc' set for the beginning of a non-tangent curve to the right;
6) Curving to the right, an arc distance of 19.72 feet, having a radius of 12.50 feet, a central angle of 90°22'20" and a chord which bears N 52°37'31" E, a distance of 17.74 feet to a 1/2-inch iron rod with cap stamped 'BGE Inc' set for a point of tangency;
7) S 82°11'19" E, a distance of 229.08 feet to the POINT OF BEGINNING and containing 34.173 acres of land, more or less.

FINAL PLAT

GOLA SUBDIVISION PHASE 2

A SUBDIVISION OF 34.173 ACRES OF LAND
LOCATED IN THE
JAMES HICKMAN SURVEY NO. 24, ABSTRACT NO. 291
WILLIAMSON COUNTY, TEXAS

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

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STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS:

THAT GG GOLA LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP, BEING THE OWNER OF A 118.931 ACRE TRACT OF LAND AS CONVEYED TO IT BY INSTRUMENT RECORDED IN DOC. NO. 2023074252 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE JAMES HICKMAN SURVEY NO. 24, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 34.173 ACRES OF LAND IN ACCORDANCE WITH THE PLAT SHOWN HEREON, TO BE KNOWN AS:

GOLA SUBDIVISION PHASE 2

AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE _____ DAY OF _____, 20___, A.D.

GG GOLA LIMITED PARTNERSHIP
351 KING STREET EAST, 13TH FLOOR, SUITE 1300
TORONTO, ON M5A-0L6 CA

BY: _____ BY: _____

NAME: THOMAS GRIFFITHS NAME: KATHRYN BORGATTI

TITLE: _____ TITLE: _____

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED THOMAS GRIFFITHS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

_____
NOTARY PUBLIC, STATE OF TEXAS

_____
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES _____

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED KATHRYN BORGATTI, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

_____
NOTARY PUBLIC, STATE OF TEXAS

_____
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES _____

A PORTION OF THIS SUBDIVISION LIES WITHIN THE DESIGNATED 100 YEAR FLOODPLAIN AS DEFINED BY F.E.M.A. MAP NO. 48491C0520F, REVISED DECEMBER 19, 2019.

I, STACY MULHOLLAND, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

_____ _____
STACY MULHOLLAND, P.E. DATE
LICENSED PROFESSIONAL ENGINEER NO. 146417
BGE, INC.
7330 SAN PEDRO AVE, SUITE 202
SAN ANTONIO, TEXAS 78216

I, DION P. ALBERTSON, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY EMPLOYEES OF BGE, INC ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE FOUND OR CORRECTLY SET UPON COMPLETION OF CONSTRUCTION AS SHOWN THEREON.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

_____ _____
DION P. ALBERTSON, R.P.L.S. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4963
BGE, INC.
7330 SAN PEDRO AVE, SUITE 202
SAN ANTONIO, TEXAS 78216

PLANNING AND ZONING COMMISSION CHAIR:

THIS PLAT WAS APPROVED FOR RECORDING BY THE PLANNING AND ZONING COMMISSION CHAIR ON THE _____ DAY OF_____, 20___.

_____ _____
SUSANNA BOYER DATE

CITY DEVELOPMENT SERVICES:

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF HUTTO, THIS THE _____ DAY OF_____, 20___.

_____ _____
ASHLEY BAILEY, DIRECTOR DATE

FINAL PLAT

GOLA SUBDIVISION PHASE 2

A SUBDIVISION OF 34.173 ACRES OF LAND
LOCATED IN THE
JAMES HICKMAN SURVEY NO. 24, ABSTRACT NO. 291
WILLIAMSON COUNTY, TEXAS

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. COMBINED SCALE FACTOR = 1.0001097659
2. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE OR WASTEWATER EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
3. BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE UDC, AS AMENDED.
4. A TEN (10) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
5. A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
6. A THREE (3) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL SIDE LOT LINES.
7. IF PARKING IS DESIRED ON BOTH SIDES OF THE STREET THEN THE STREETS MUST BE A MINIMUM OF 33 FEET WIDE. IF THE STREETS ARE LESS THAN 33 FEET IN WIDTH FIRE LANE SIGNAGE IS REQUIRED. (2018 IFC APPENDIX D SEC. 103.6 – D103.6.2)
8. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
9. SIDEWALKS AND TREES SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS WITHIN THIS SUBDIVISION, IN ACCORDANCE WITH THE UDC, AS AMENDED.
10. SIDEWALKS AND TREES SHALL BE PROVIDED ALONG ALL STREETS BOUNDING THIS SUBDIVISION, IN ACCORDANCE WITH THE UDC, AS AMENDED
11. ALL FENCING THAT IS NOT ON A PRIVATE LOT TO BE MAINTAINED BY THE HOA.
12. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS, AS AMENDED.
13. THIS TRACT IS WITHIN CITY OF HUTTO WATER CCN SERVICE AREA AND CITY OF HUTTO WASTEWATER CCN SERVICE AREA. WATER AND WASTEWATER WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEMS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
14. A PORTION OF THIS TRACT IS ENCROACHED BY THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN.
15. THE SUBJECT PROPERTY LIES IN UNSHADED ZONE "X", (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), SHADED ZONE "X" (AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1-FOOT OR WITH DRAINAGE AREAS LESS THAT 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD) AND IN ZONE "AE" (DEFINED AS SPECIAL FLOOD HAZARD AREAS SUBJECT TO FLOODING BY THE 1% ANNUAL CHANCE FLOOD WITH BASE FLOOD ELEVATIONS DETERMINED), AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, AND INCORPORATED AREAS, MAP NUMBER 48491C0520F REVISED DECEMBER 20, 2019. ALL FLOODPLAIN BOUNDARIES SHOWN HEREON ARE APPROXIMATE AND ARE NOT DEPICTED AS A RESULT OF AN ON THE GROUND SURVEY.
16. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATIONS SHALL BE BUILT AT LEAST ONE (1) FOOT ABOVE THE SURROUNDING GROUND AND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.
17. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE AS AMENDED, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
18. ON-SITE STORMWATER FACILITIES WILL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2, 10, 25 AND 100-YEAR STORM EVENTS.
19. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
20. ALL DRAINAGE LOTS, AMENITY, OPEN SPACE AND GREENLINKS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
21. MAXIMUM IMPERVIOUS COVER PER RESIDENTIAL LOT SHALL BE BASED ON THE DRAINAGE REPORT.
22. NO STRUCTURES MAY BE BUILT WITHIN THE RIPARIAN SETBACK PER THE MODIFIED SETBACK GRANTED BY THE ZONING BOARD OF ADJUSTMENT VARIANCE ON DECEMBER 1, 2021.
23. GREENLINK LOTS SHALL BE DEVELOPED IN CONFORMANCE WITH THE UDC, AS AMENDED.
24. THIS SUBDIVISION IS ZONED SF-1
25. NO DIRECT VEHICULAR ACCESS FROM CEDAR FORK ROAD
26. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:
    WATER: CITY OF HUTTO
    SEWER: CITY OF HUTTO
    ELECTRIC: ONCOR
    GAS: TEXAS GAS SERVICES
27. ALL LOTS ARE RESTRICTED TO SINGLE FAMILY RESIDENTIAL USE, UNLESS OTHERWISE INDICATED.
28. FINISH FLOOR ELEVATION FOR RESIDENTIAL LOTS ADJACENT TO THE PROPOSED/EXISTING 100-YR FLOODPLAIN SHALL BE A MINIMUM OF TWO (2) FEET ABOVE THE ULTIMATE 100-YR FLOODPLAIN OR100-YEAR WATER SURFACE ELEVATION, WHICHEVER IS GREATER.
29. A SECOND POINT OF ACCESS, MEETING ALL CRITERIA OF THE MOST RECENTLY ADOPTED FIRE CODE, AS AMENDED, SHALL BE REQUIRED ON ALL PLATS OF RESIDENTIAL SUBDIVISIONS CONTAINING MORE THAN 29 DWELLING UNITS.
30. TRAFFIC IMPACT FEES (TIF) SHALL BE PAID IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT (R-2021-052) DOCUMENT NUMBER 2021058913 SECTION 4.03 D) II.

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THAT I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE ____DAY OF _____, 20___ A.D., AT _____ O'CLOCK ___M. AND DULY RECORDED ON THE ____DAY OF _____, 20___ A.D., AT _____ O'CLOCK ___M. IN THE PLAT RECORDS OF SAID COUNTY, IN DOCUMENT NO. _____,

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST ABOVE WRITTEN.

NANCY RISTER, CLERK, COUNTY COURT
WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

FOR OFFICIAL USE ONLY
Reviewed for Substantial Conformance by City of Hutto
Matt Reiter, P.E.
City Engineer
Engineering - City of Hutto
08/29/2024

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

							APR
							DATE
							DESCRIPTION
◁	◁	◁	◁	◁	◁		REV

DESIGNED BY: DAZ
REVIEWED BY: TMH
DRAWN BY: DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.browngay.com

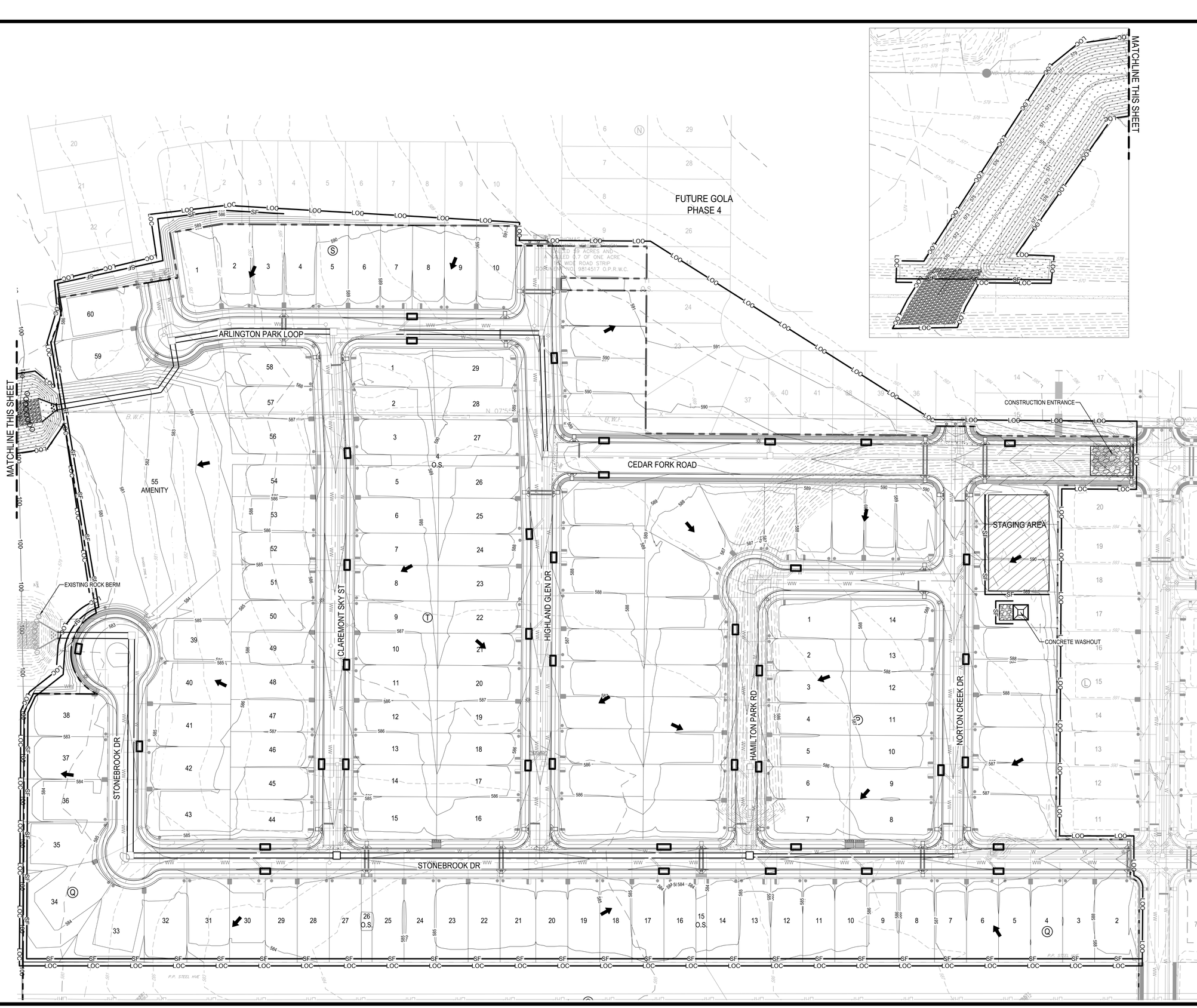
GOLA, PHASE II
HUTTO, TEXAS

PLAT(2 OF 2)

SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED PROFESSIONAL ENGINEER
06/28/2024

SHEET
5 OF 66



LEGEND

- LOC — LIMITS OF CONSTRUCTION
- SF — SILT FENCE
- SF* — PHASE II SILT FENCE (SEE NOTE 21 THIS SHEET)
- 100 — ENGINEERED 100YR FLOODPLAIN
- FEMA — FEMA 100YR FLOODPLAIN
- WATERWAY SETBACK
- XXX — EXISTING MAJOR CONTOURS
- EXISTING MINOR CONTOURS
- XXX — PROPOSED MAJOR CONTOURS
- PROPOSED MINOR CONTOURS
- INLET PROTECTION
- ROCK BERM
- CONSTRUCTION ENTRANCE
- EROSION CONTROL MATTING

1. IF A CONCRETE WASHOUT IS TO BE UTILIZED DURING CONSTRUCTION THE LOCATION WILL BE DETERMINED ONCE CONSTRUCTION HAS BEGUN AND WILL BE PROPERLY NOTATED ON THE SITE MAP AT THAT TIME.
2. ALL REQUIRED NOTICES AND PERMITS MUST BE PLACED IN A HIGHLY VISIBLE LOCATION ONSITE BEFORE THE COMMENCEMENT OF CONSTRUCTION.
3. ALL EROSION AND SEDIMENTATION CONTROLS (ESC) MUST BE INSTALLED PRIOR TO ANY DISTURBANCE TO THE PROJECT SITE.
4. INSTALL SILT FENCE ACCORDINGLY FOR RUN-ON DIVERSION OR OFFSITE SEDIMENT CONTROL DEPENDING ON UP OR DOWN SLOPE, FACING POST SIDE ON THE DOWN GRADIENT SIDE.
5. ALL ESC USED ONSITE MUST BE REGULARLY MONITORED AND MAINTAINED AS NEEDED.
6. MUD AND OR DIRT TRACKED INTO THE ROADWAY MUST BE IMMEDIATELY REMOVED UPON DISCOVERY.
7. EXCESS MATERIALS THAT WILL BE TRANSPORTED TO AN OFFSITE LOCATION MUST HAVE THAT LOCATION CLEARED BY COUNTY INSPECTOR.
8. LOOSE TRASH AND DEBRIS MUST BE DISPOSED OF PROPERLY ONSITE.
9. CONTRACTOR SHALL MAINTAIN AND UTILIZE DUST CONTROL FOR THE DURATION OF THE PROJECT.
10. THE STABILIZED CONSTRUCTION ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT PREVENTS TRACKING ONTO THE PUBLIC ROADWAY ON AN ONGOING/REGULAR BASIS.
11. INITIATE TEMPORARY STABILIZATION WHEN CONSTRUCTION CEASES IN A DISTURBED AREA FOR 14 DAYS.
12. INITIATE PERMANENT STABILIZATION IMMEDIATELY ONCE WORK HAS CEASED AND FINAL GRADE HAS BEEN ACHIEVED.
13. ALL DISTURBED/BARE AREAS WILL REQUIRE PERMANENT STABILIZATION BEFORE FINAL ACCEPTANCE CAN BE ACHIEVED. AVOID DISTURBING AREAS OF THE PROJECT THAT ARE NOT NECESSARY FOR CONSTRUCTION.
14. COUNTY/CITY INSPECTOR MAY REQUEST ADDITIONAL CONTROLS BE INSTALLED ONSITE AS NEEDED.
15. CONTRACTOR MUST REMOVE SEDIMENT FROM ALL STORM SEWER INLET BOXES, LINES, PIPES AND CULVERTS BEFORE CONDITIONAL/FINAL ACCEPTANCE CAN OBTAINED.
16. TRAVIS COUNTY REQUIRES CERTIFIED SWP3 INSPECTORS TO CONDUCT SWP3 INSPECTIONS AND REPORTING ON ALL PROJECTS WITH ONE ACRE OF DISTURBANCE AND LARGER.
17. PERMITTEE SHALL INSPECT ALL INLET PROTECTION DEVICES AS PART OF THE WEEKLY SWP3 REPORT, UPON RECEIVING A FORECAST CALLING FOR A RAIN EVENT FOR AN EXTENDED PERIOD, MODIFICATION OF INLET PROTECTION SHOULD BE MADE TO PREVENT FLOODING OR PONDING OF WATER IF TRAFFIC OR PROPERTY CONCERNS ARISE.
18. A DE-WATERING PLAN FOR THE POND(S) MUST BE APPROVED BY THE COUNTY ENVIRONMENTAL INSPECTOR IF THE TEMPORARY SEDIMENTATION POND IS DE-WATERED AFTER RAINFALL EVENTS. THE DE-WATERING METHOD MUST MINIMIZE THE DISCHARGE OF SUSPENDED SEDIMENTS TO THE GREATEST EXTENT FEASIBLE BY DRAWING WATER FROM THE SURFACE OF THE IMPOUNDMENT.
19. INLET PROTECTION SHALL BE INSTALLED IMMEDIATELY FOLLOWING COMPLETION OF EACH INLET.
20. THE TOP OF ROCK BERMS NEAR THE END OF A HEADWALL SHALL BE FAR ENOUGH AWAY AND LOWER THEN THE FLOWLINE OF THE INFLOW PIPE TO PREVENT SEDIMENT BACK-UP WITHIN THE PIPE.
21. PHASE II SILT FENCE TO BE PLACED AFTER THE ROAD AND UTILITY CONSTRUCTION ARE COMPLETE.
22. CONSTRUCTION TRAFFIC FOR PHASE 2 SHALL ENTER AND LEAVE THE PHASE 2 PROJECT AREA AT THE PROPOSED STABILIZED CONSTRUCTION ENTRANCES AND NOT FROM ANY OTHER AREAS.

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Reviewed for Substantial Conformance by City of Hutto
Matt Reitsz P.E.
City Engineer
Engineering - City of Hutto
08/29/2024

	APR
	DATE
RECORD DRAWING	DESCRIPTION
	REV
DESIGNED BY:	DAZ
REVIEWED BY:	TMH
DRAWN BY:	DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.browngey.com

GOLA, PHASE II
HUTTO, TEXAS

OVERALL EROSION PLAN

SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED PROFESSIONAL ENGINEER
06/28/2024

SHEET
6 OF 66

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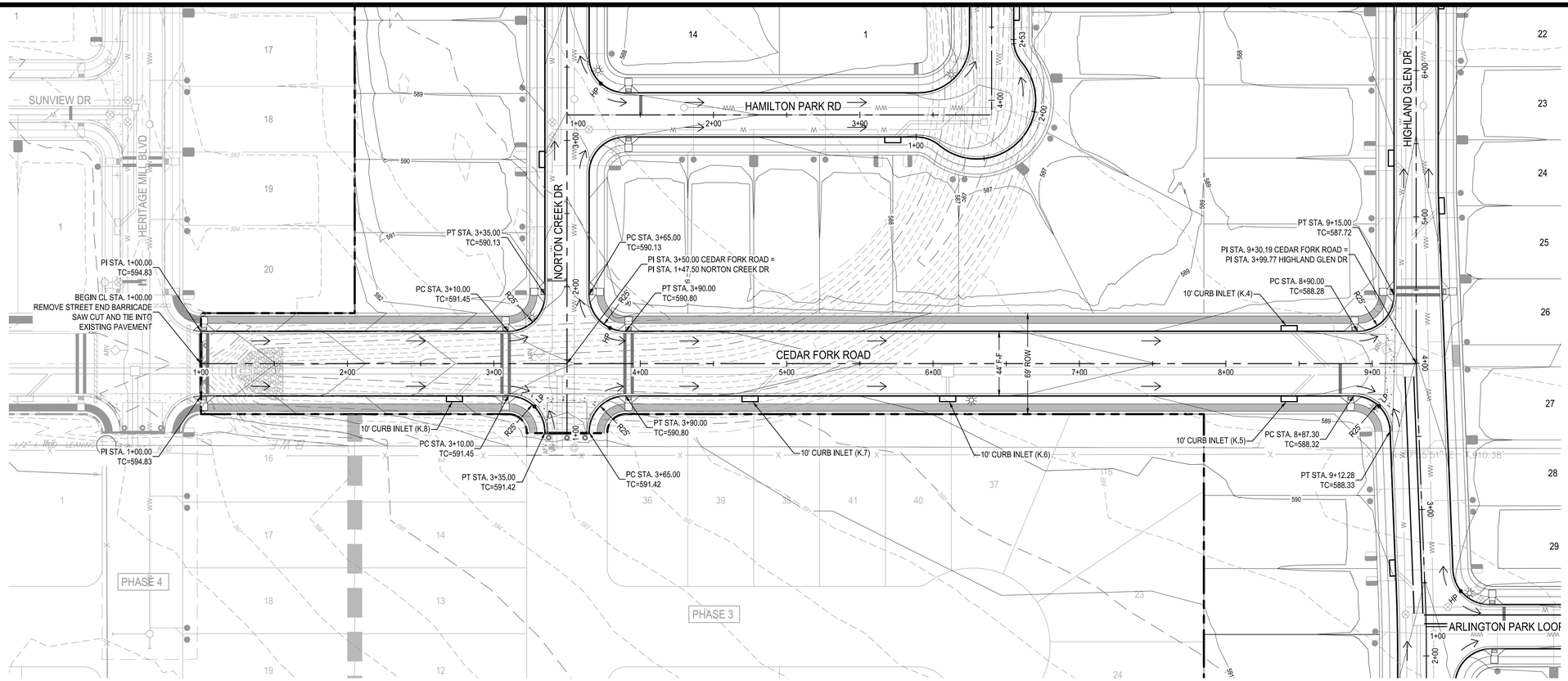

0 20' 40' 80'

SCALE: 1" = 40'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- OE — OVERHEAD ELECTRIC
- HAND RAIL
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- CURB AND GUTTER
- DIRECTION OF FLOW
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- 5' SIDEWALK TO BE CONSTRUCTED WITH SUBDIVISION IMPROVEMENTS (TYP)
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NOTES:

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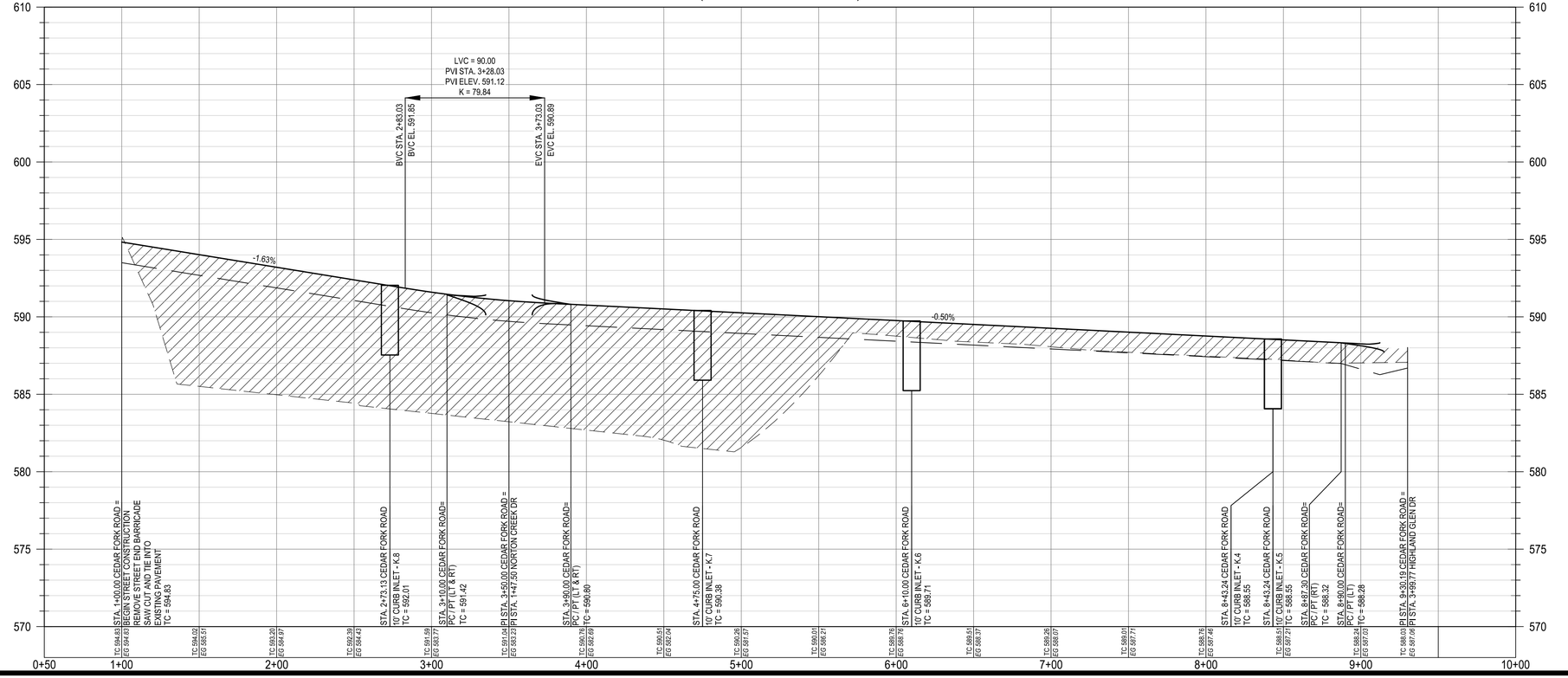
CEDAR FORK ROAD
(DESIGN SPEED = 30 MPH)



PROFILE LEGEND

- PROPOSED GRADE
- PROPOSED SUBGRADE
- EXISTING GRADE
- PROPOSED CURB INLET
- FILL, COMPACT, AND TEST TO 95% COMPACTION PRIOR TO UTILITY INSTALLATION PER GEOTECHNICAL REPORT

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Reviewed for Substantial Conformance by City of Hutto

HUTTO

Matt Becker, P.E.
City Engineer
Engineering - City of Hutto

08/29/2024

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GOLA, PHASE II
HUTTO, TEXAS

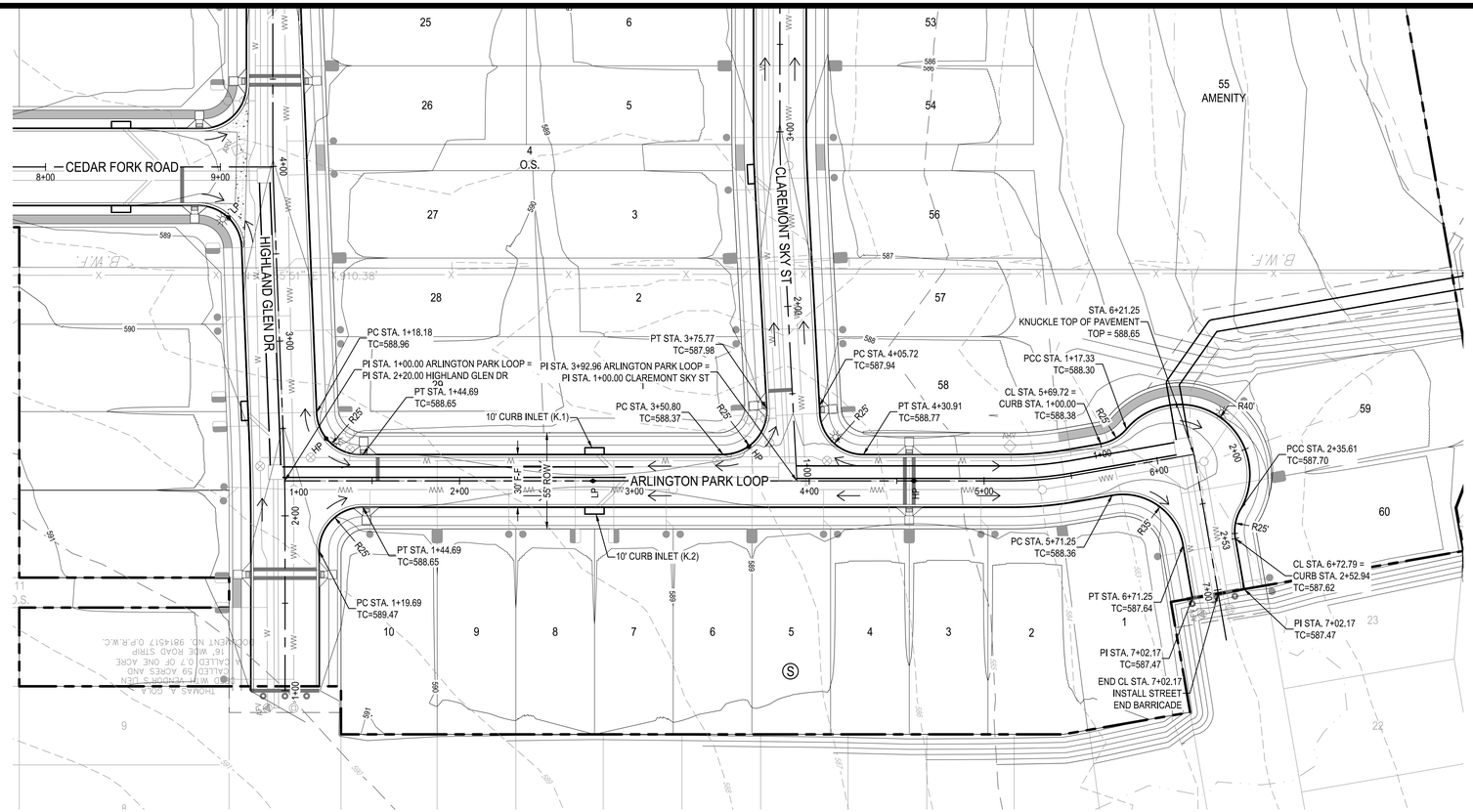
CEDAR FORK RD PLAN AND PROFILE (1+00 TO END)

SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED PROFESSIONAL ENGINEER
06/28/2024

SHEET
7 OF 66

G:\TX\Projects\Ashton_Woods\9639-00-Gola_Ph_2\LD\01_CADD\01_Sheet\C-SP-ROAD-P&P-PH-2.dwg Layout: CEDAR FORK RD PLAN AND PROFILE (1+00 TO END) Plotted: 6/11/2024 2:21:02 PM



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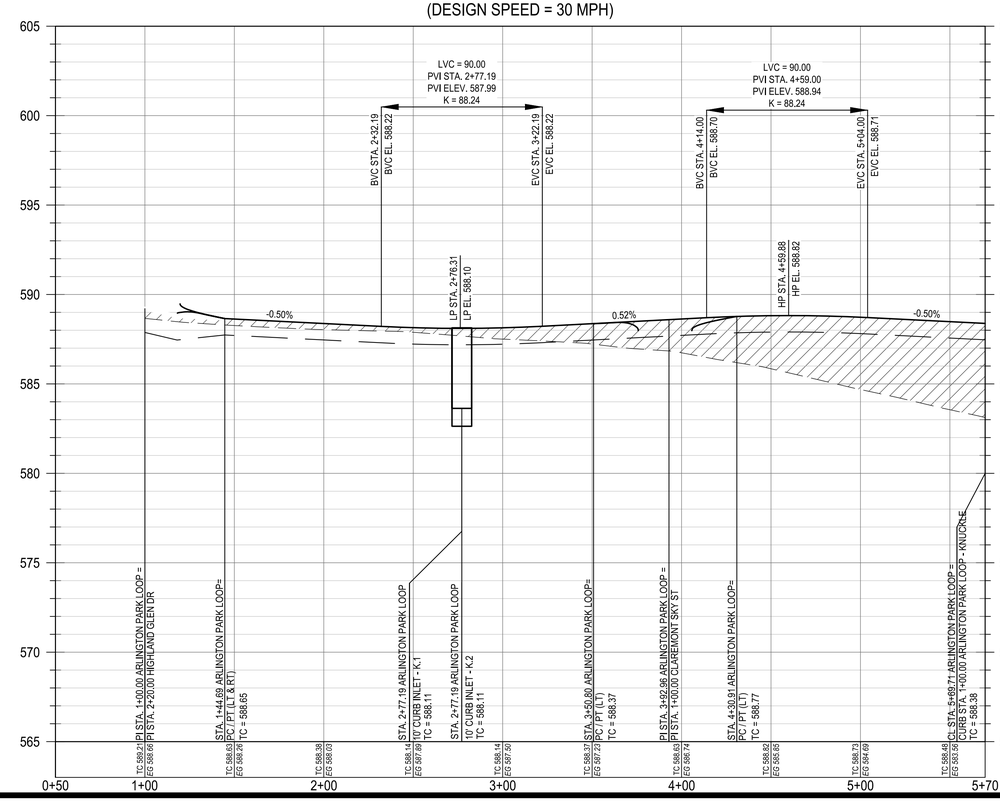
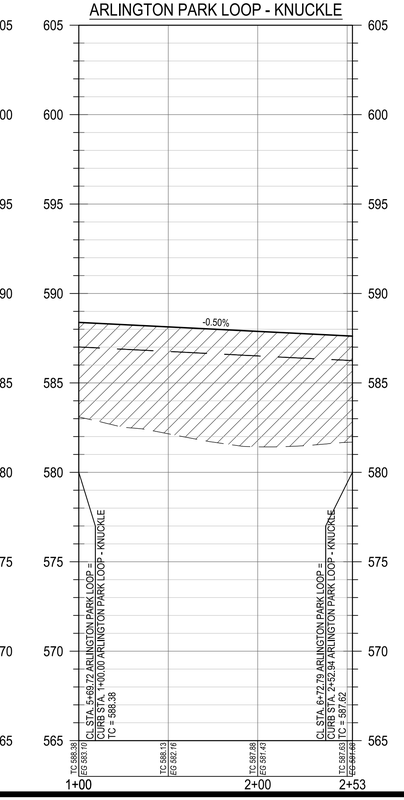
ARLINGTON PARK LOOP (DESIGN SPEED = 30 MPH)



ARLINGTON PARK LOOP - KNUCKLE



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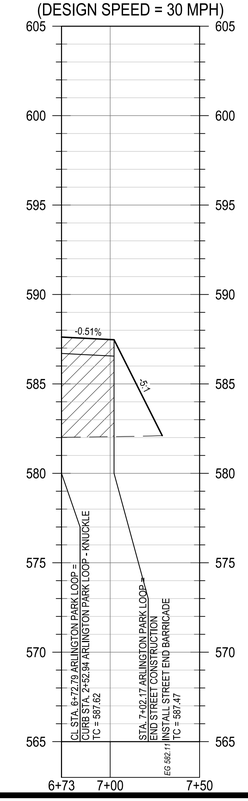

PROFILE LEGEND

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- PROPOSED SUBGRADE
- EXISTING GRADE
- PROPOSED CURB INLET
- FILL, COMPACT, AND TEST TO 95% COMPACTION PRIOR TO UTILITY INSTALLATION PER GEOTECHNICAL REPORT

Reviewed for Substantial Conformance by City of Hutto
Matt Bercher, P.E.
City Engineer - Engineering - City of Hutto
08/29/2024
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			RECORD DRAWING	

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REVIEWED BY: TMH
DRAWN BY: DAZ

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AUSTIN, TX 78744
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TEL: 512-879-0400 www.brwngey.com

GOLA, PHASE II
HUTTO, TEXAS

ARLINGTON PARK LOOP & KNUCKLE PLAN AND PROFILE (1+00 TO END)

SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED PROFESSIONAL ENGINEER
06/28/2024

SHEET
8 OF 66

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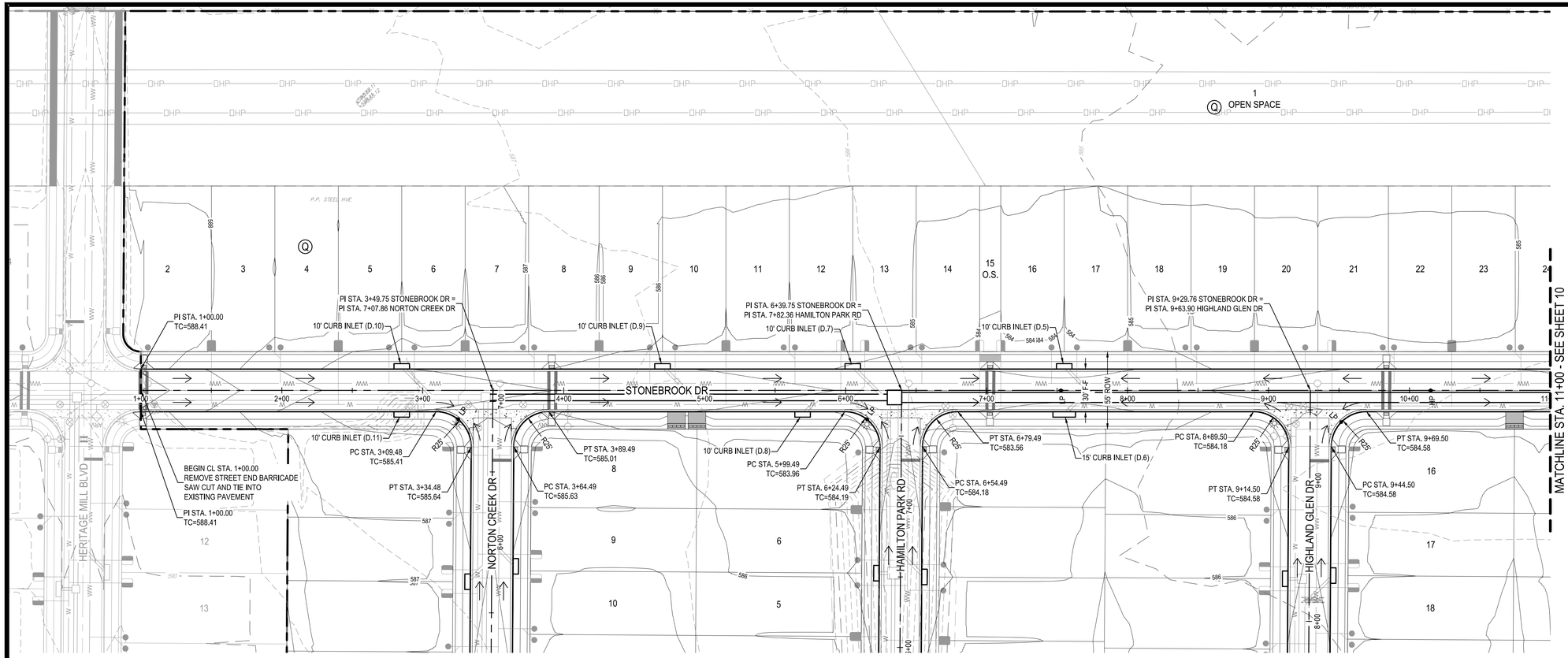

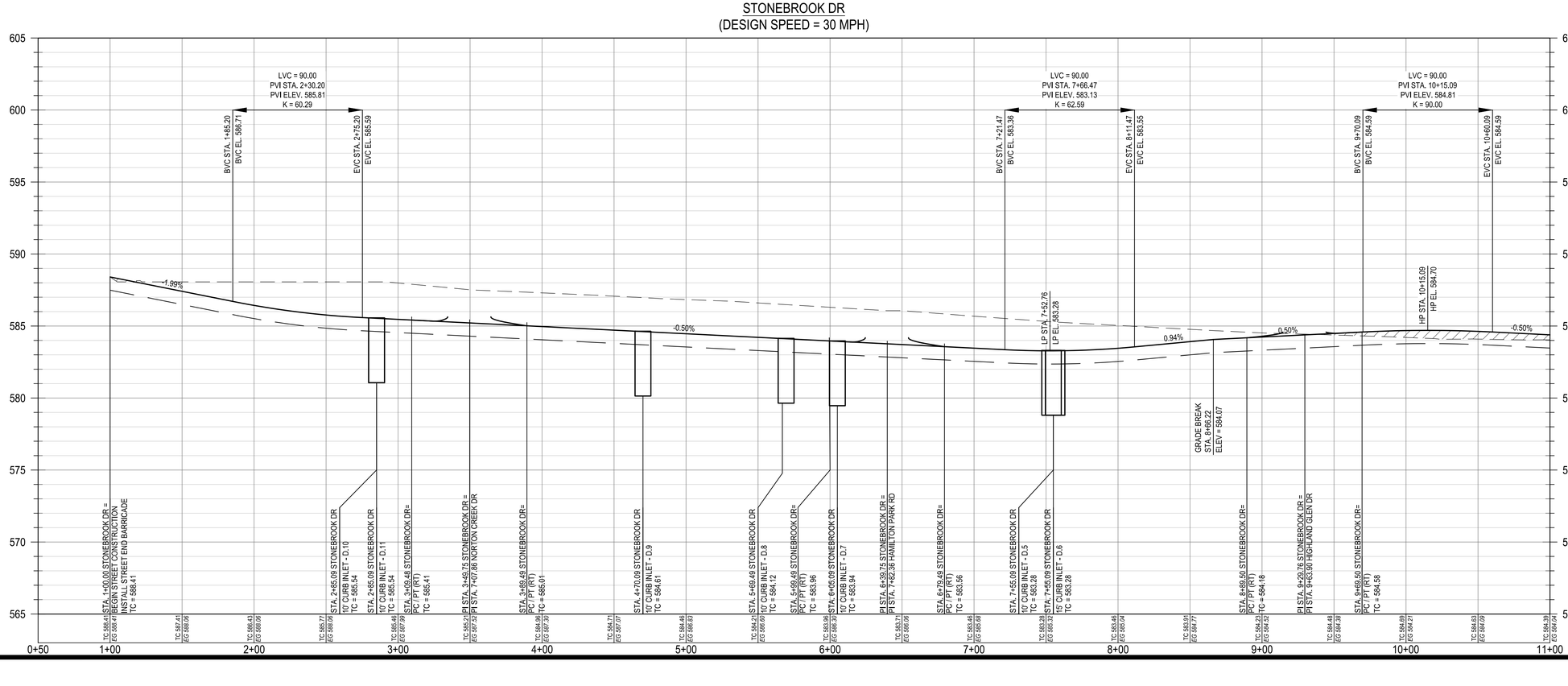

0 20' 40' 80'
SCALE: 1" = 40'

LEGEND

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- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
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PROFILE LEGEND

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GOLA, PHASE II
HUTTO, TEXAS

STONEBROOK DR PLAN AND PROFILE (1+00 TO 11+00)

SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED PROFESSIONAL ENGINEER
06/28/2024

SHEET 9 OF 66

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Matt Bohac, P.E.
City Engineer
Engineering - City of Hutto
08/29/2024

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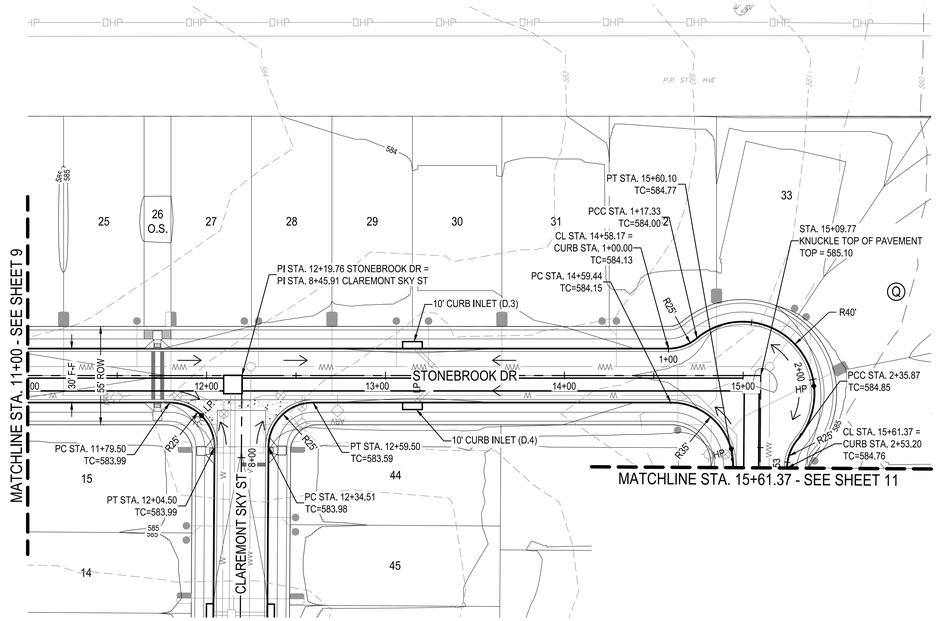

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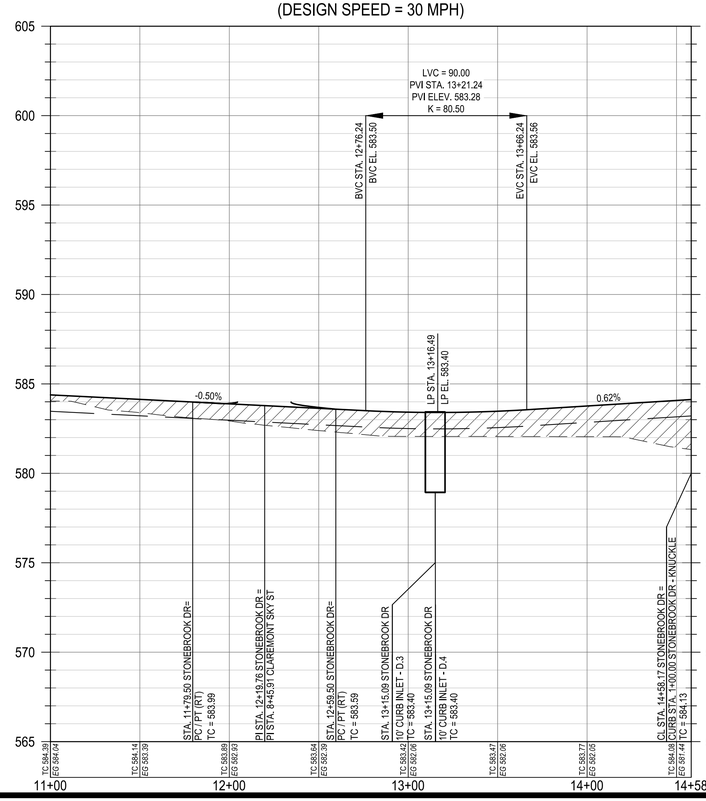
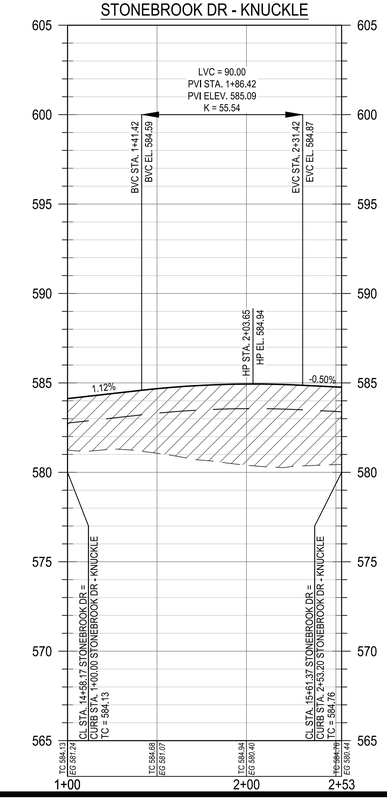
STONEBROOK DR
(DESIGN SPEED = 30 MPH)



STONEBROOK DR - KNUCKLE



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HUTTO

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City Engineer
Engineering - City of Hutto

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GOLA, PHASE II
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STONEBROOK DR & KNUCKLE PLAN AND PROFILE (11+00 TO 15+61.37)

SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
STACY MULHOLLAND
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SHEET
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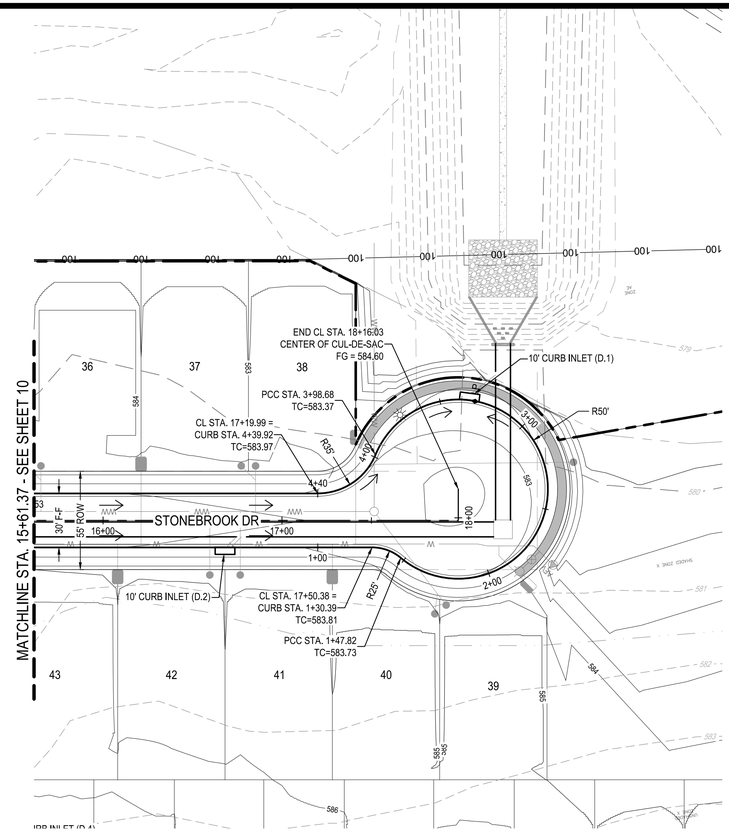

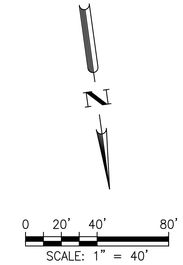

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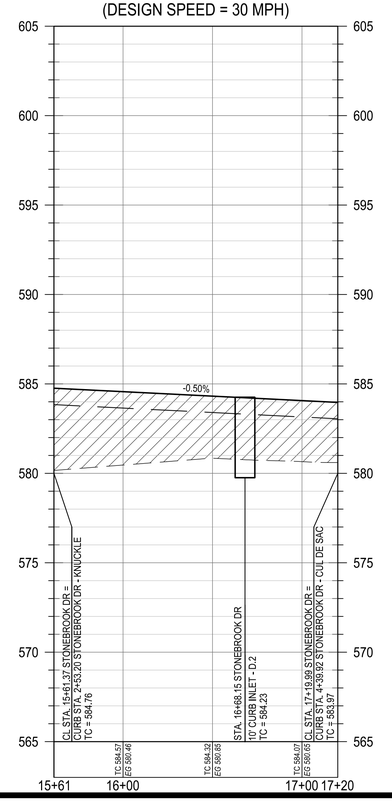
6. ALL PAVEMENT MARKINGS SHALL BE PER THE CURRENT "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.): PART III MARKINGS". ALL STRIPING TO BE THERMOPLASTIC.
7. FOR STANDARD STREET END BARRICADE SEE DETAIL ON SHEET 55.

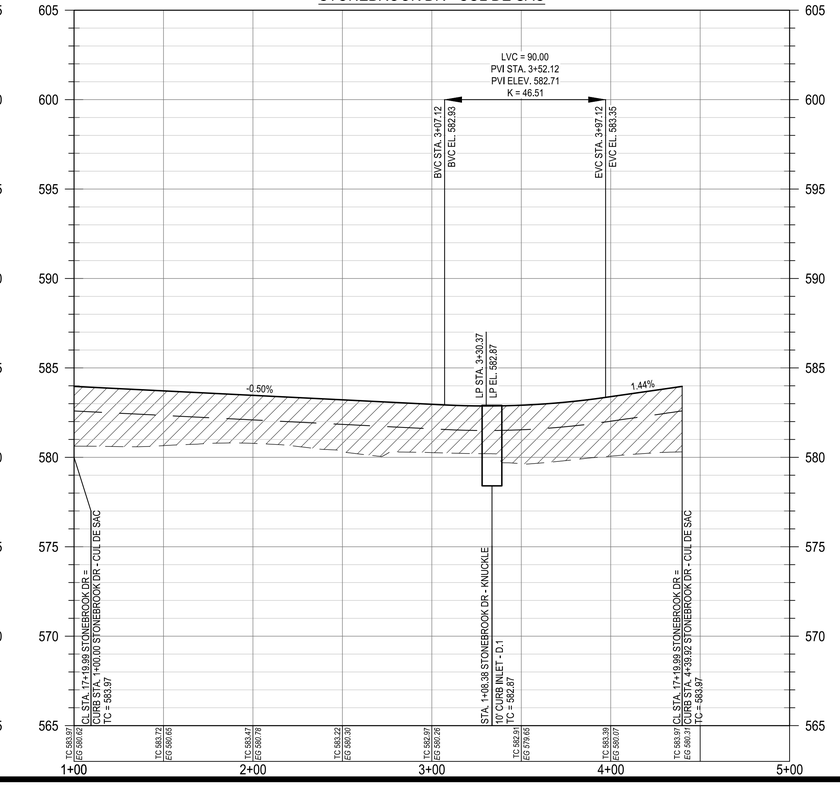
PROFILE LEGEND

- PROPOSED GRADE
- PROPOSED SUBGRADE
- EXISTING GRADE
- PROPOSED CURB INLET
- FILL, COMPACT, AND TEST TO 95% COMPACTION PRIOR TO UTILITY INSTALLATION PER GEOTECHNICAL REPORT

STONEBROOK DR
(DESIGN SPEED = 30 MPH)



STONEBROOK DR - CUL DE SAC



							APR
							DATE
			RECORD DRAWING				DESCRIPTION
◁	◁	◁	◁	◁	◁		REV

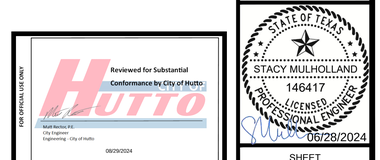
DESIGNED BY:	DAZ
REVIEWED BY:	TMH
DRAWN BY:	DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.browngay.com

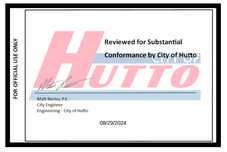
GOLA, PHASE II
HUTTO, TEXAS

STONEBROOK DR & CUL DE SAC PLAN AND PROFILE (15+61.37 TO END)

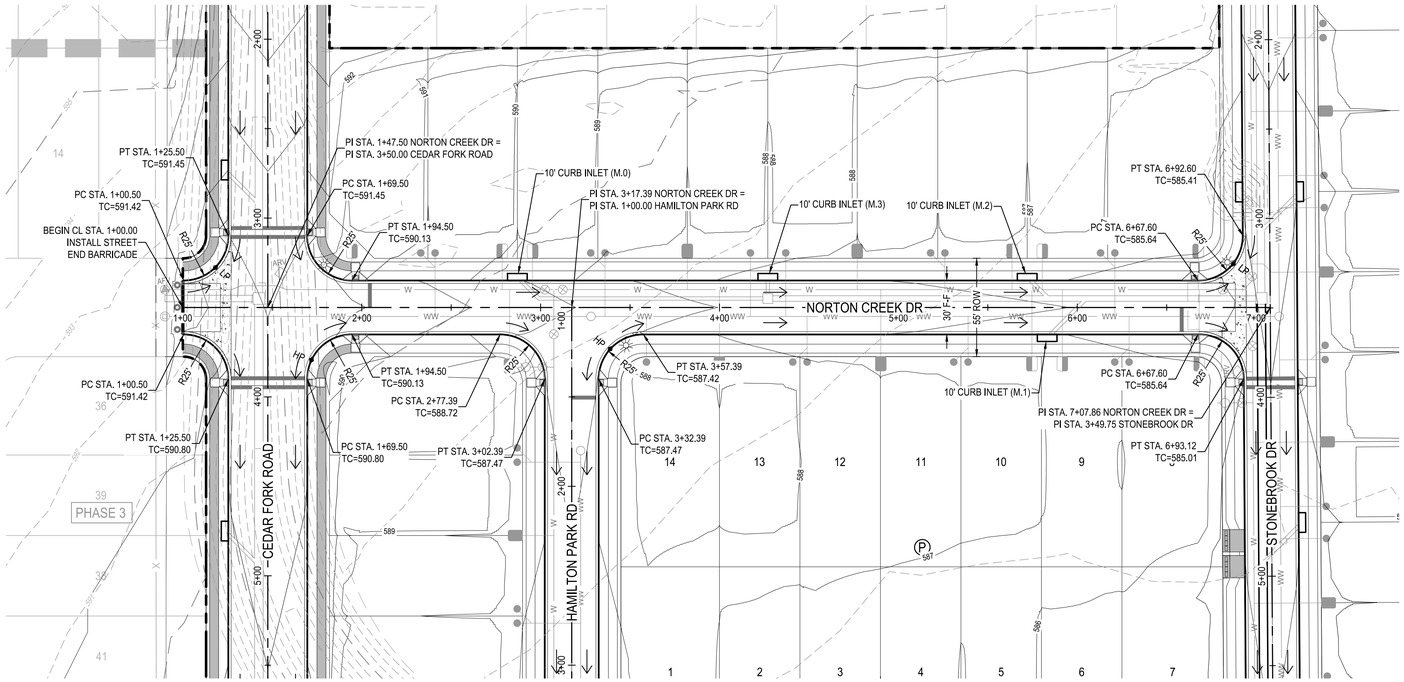
SUBMITTAL DATE: 11-30-2022



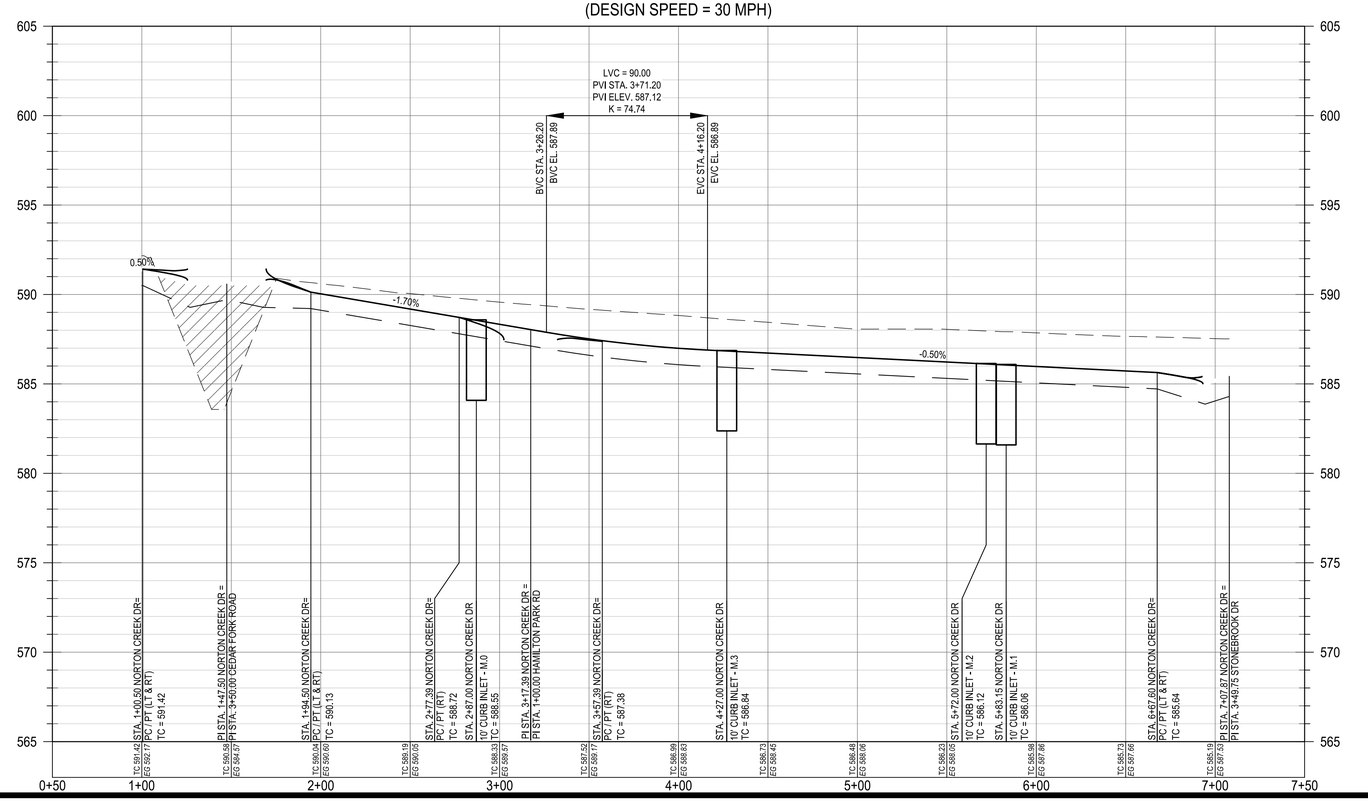
SHEET
11 OF 66

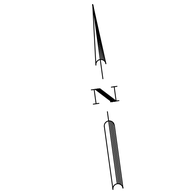


G:\TXC\Projects\Ashton_Woods\9639-00-Gola_Ph_2\LD\01_CADD\01_Sheet\C-SP-ROAD-P&P-PH-2.dwg Layout: STONEBROOK DR & CUL DE SAC PLAN AND PROFILE (15+61.37 TO END) Plotted: 6/11/2024 2:22:01 PM



NORTON CREEK DR
(DESIGN SPEED = 30 MPH)





LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- OE — OVERHEAD ELECTRIC
- HAND RAIL
- 28 — LOT NUMBER
- ROAD CENTERLINE
- RIBBON CURB
- CURB AND GUTTER
- DIRECTION OF FLOW
- CURB INLET
- 5' SIDEWALK TO BE CONSTRUCTED WITH SUBDIVISION IMPROVEMENTS (TYP)
- 5' SIDEWALK TO BE CONSTRUCTED BY BUILDER (TYP)
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- CONCRETE VALLEY GUTTER
- AVG — ASPHALT VALLEY GUTTER

NOTES:
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7. FOR STANDARD STREET END BARRICADE SEE DETAIL ON SHEET 55.

PROFILE LEGEND

- PROPOSED GRADE
- PROPOSED SUBGRADE
- EXISTING GRADE
- PROPOSED CURB INLET
- FILL, COMPACT, AND TEST TO 95% COMPACTION PRIOR TO UTILITY INSTALLATION PER GEOTECHNICAL REPORT

Reviewed for Substantial Conformance by City of Hutto
Matt Rector, P.E.
City Engineer
Engineering - City of Hutto
08/29/2024
FOR OFFICIAL USE ONLY

	APR	DATE	DESCRIPTION	REV
			RECORD DRAWING	

DESIGNED BY: DAZ
REVIEWED BY: TMH
DRAWN BY: DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.brownge.com

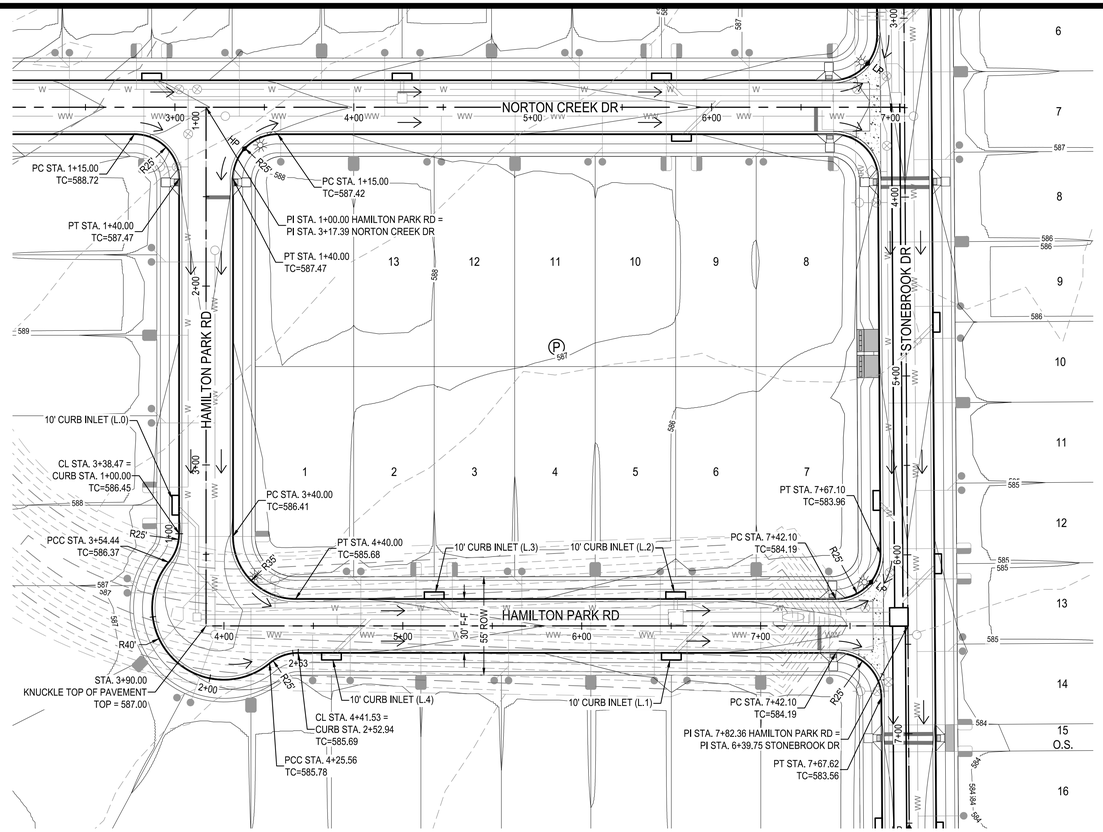
GOLA, PHASE II
HUTTO, TEXAS
NORTON CREEK DR PLAN AND PROFILE (1+00 TO END)

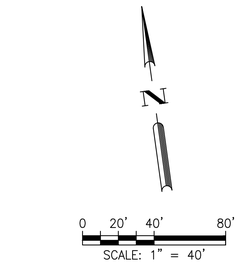
SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED
PROFESSIONAL ENGINEER
06/28/2024

SHEET
12 OF 66

G:\TX\CIP\Projects\Ashton_Woods\9639-00-Gola_Ph_2\LD\01_CADD\01_Sits\C-SR-ROAD-P&P-PH-2.dwg Layout: NORTON_CREEK DR PLAN AND PROFILE (1+00 TO END) Plotted: 6/11/2024 2:22:16 PM





LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- OE — OVERHEAD ELECTRIC
- HAND RAIL
- 28 — LOT NUMBER
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- CURB AND GUTTER
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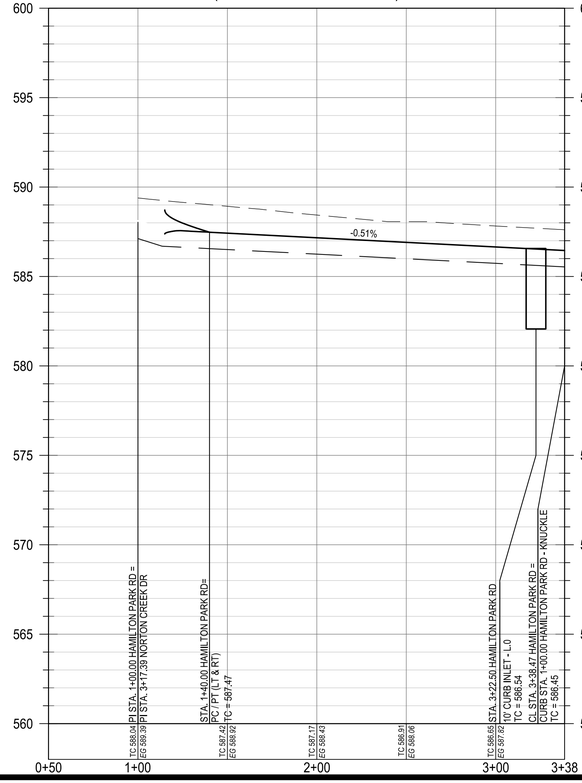
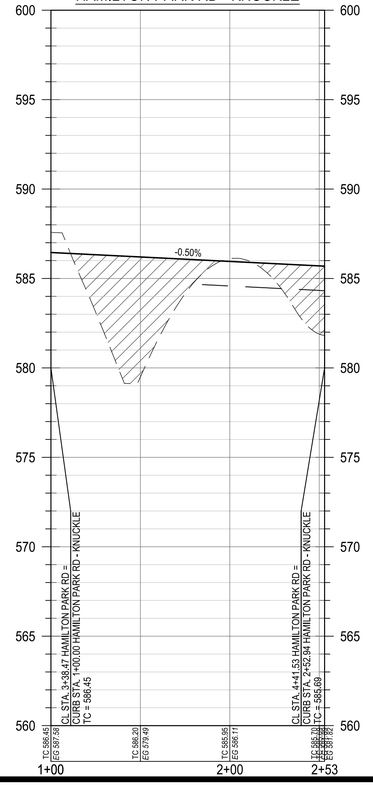
PROFILE LEGEND

- PROPOSED GRADE
- PROPOSED SUBGRADE
- EXISTING GRADE
- PROPOSED CURB INLET
- FILL, COMPACT, AND TEST TO 95% COMPACTION PRIOR TO UTILITY INSTALLATION PER GEOTECHNICAL REPORT

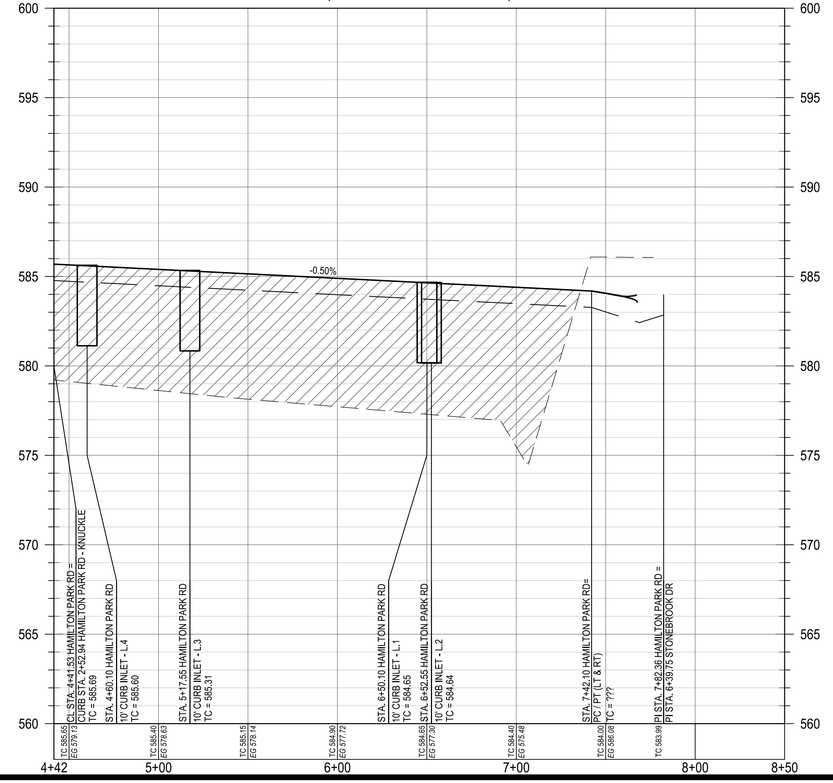
HAMILTON PARK RD
(DESIGN SPEED = 30 MPH)



HAMILTON PARK RD - KNUCKLE



HAMILTON PARK RD
(DESIGN SPEED = 30 MPH)



						APR
						DATE
						DESCRIPTION
						REV

RECORD DRAWING

DESIGNED BY: DAZ
REVIEWED BY: TMH
DRAWN BY: DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.browngay.com

GOLA, PHASE II
HUTTO, TEXAS

HAMILTON PARK RD PLAN AND PROFILE (1+00 TO END)

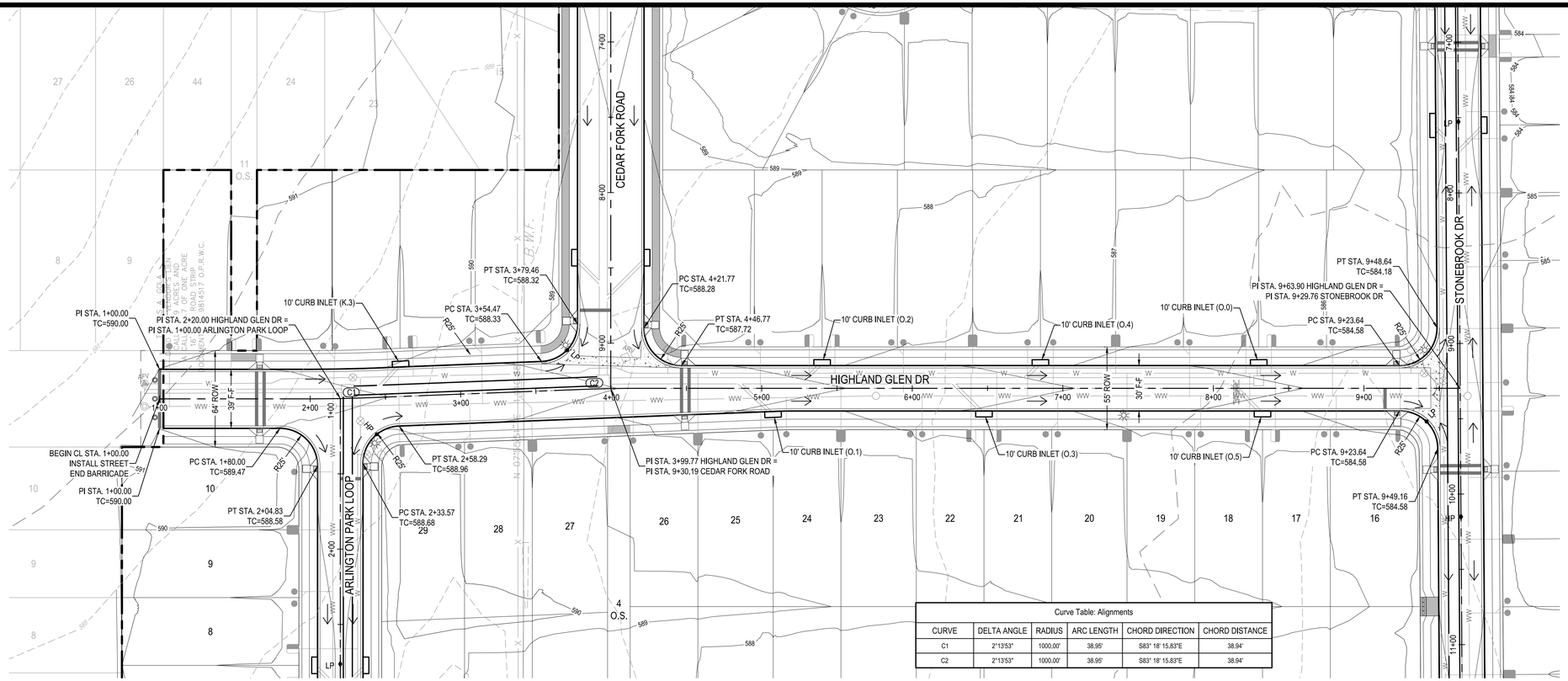
SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED PROFESSIONAL ENGINEER
06/28/2024

FOR OFFICIAL USE ONLY
Reviewed for Substantial Conformance by City of Hutto
HUTTO
Matt Rector, P.E.
City Engineer
Engineering - City of Hutto
08/29/2024

SHEET
13 OF 66

G:\TXCI\Projects\Ashton_Woods\9639-00-Gola_Ph_2\LD\01_CADD\01_Sheets\C-SP-ROAD-P&P-PH-2.dwg Layout: HAMILTON PARK RD PLAN AND PROFILE (1+00 TO END) Plotted: 6/11/2024 2:22:35 PM



Curve Table: Alignments					
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD DISTANCE
C1	2°13'53"	1000.00'	38.95'	S83° 18' 15.83"E	38.94'
C2	2°13'53"	1000.00'	38.95'	S83° 18' 15.83"E	38.94'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- OE — OVERHEAD ELECTRIC
- HAND RAIL
- 28 — LOT NUMBER
- ROAD CENTERLINE
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- DIRECTION OF FLOW
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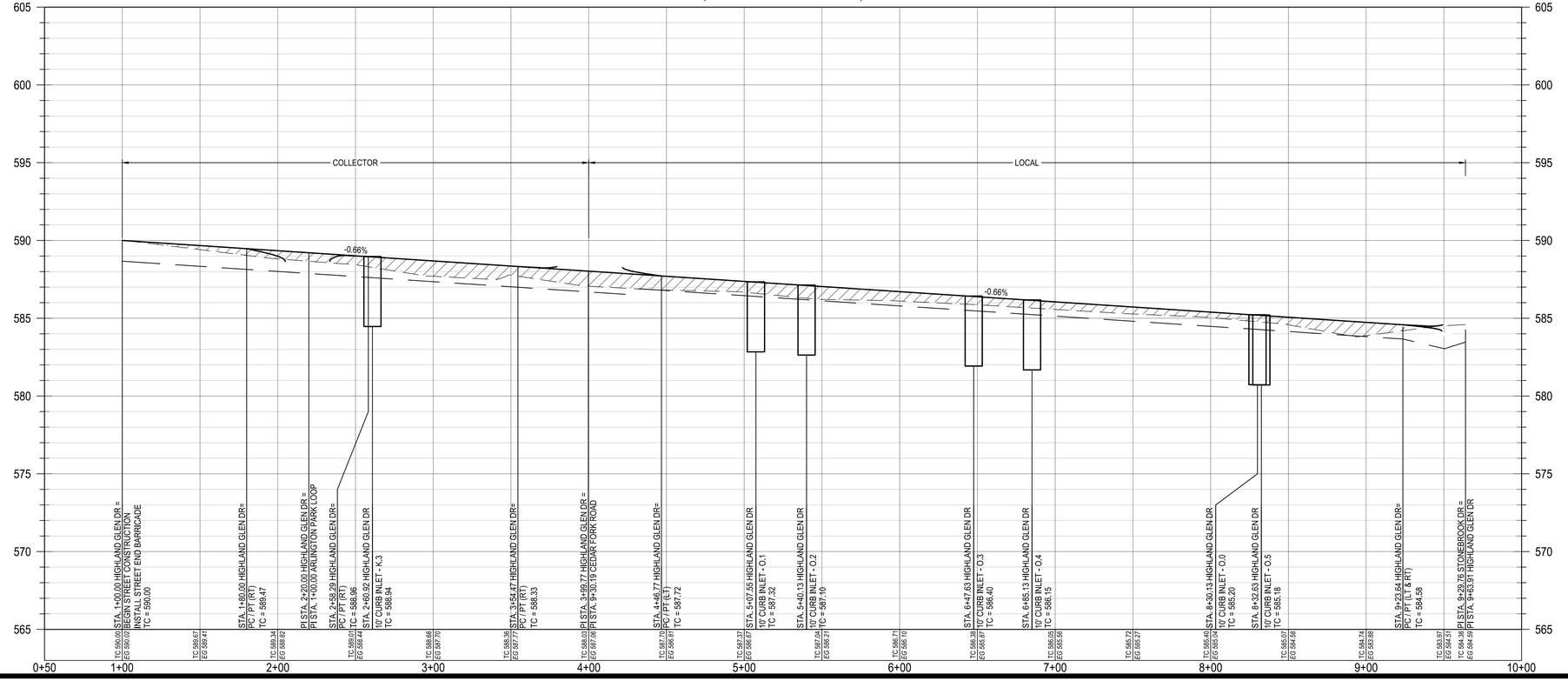
7. FOR STANDARD STREET END BARRICADE SEE DETAIL ON SHEET 55.

HIGHLAND GLEN DR
(DESIGN SPEED = 30 MPH)



PROFILE LEGEND

- PROPOSED GRADE
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- FILL, COMPACT, AND TEST TO 95% COMPACTION PRIOR TO UTILITY INSTALLATION PER GEOTECHNICAL REPORT

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Reviewed for Substantial Conformance by City of Hutto

Matt Aertker, P.E.
City Engineer
Engineering - City of Hutto

08/29/2024

	APR
	DATE
RECORD DRAWING	DESCRIPTION
	REV
DESIGNED BY:	DAZ
REVIEWED BY:	TMH
DRAWN BY:	DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.brownge.com

GOLA, PHASE II
HUTTO, TEXAS

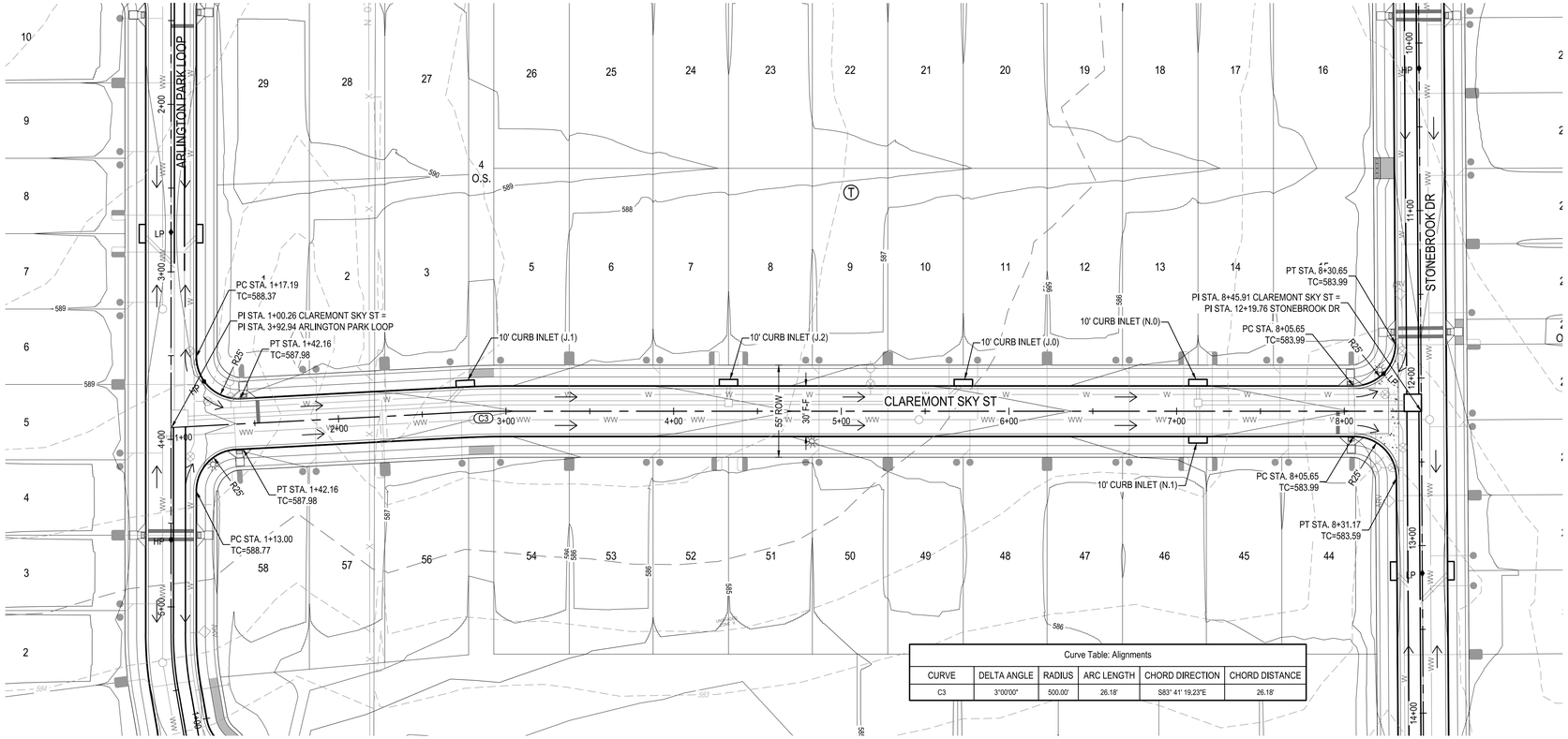
HIGHLAND GLEN DR PLAN AND PROFILE (1+00 TO END)

SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED PROFESSIONAL ENGINEER
06/28/2024

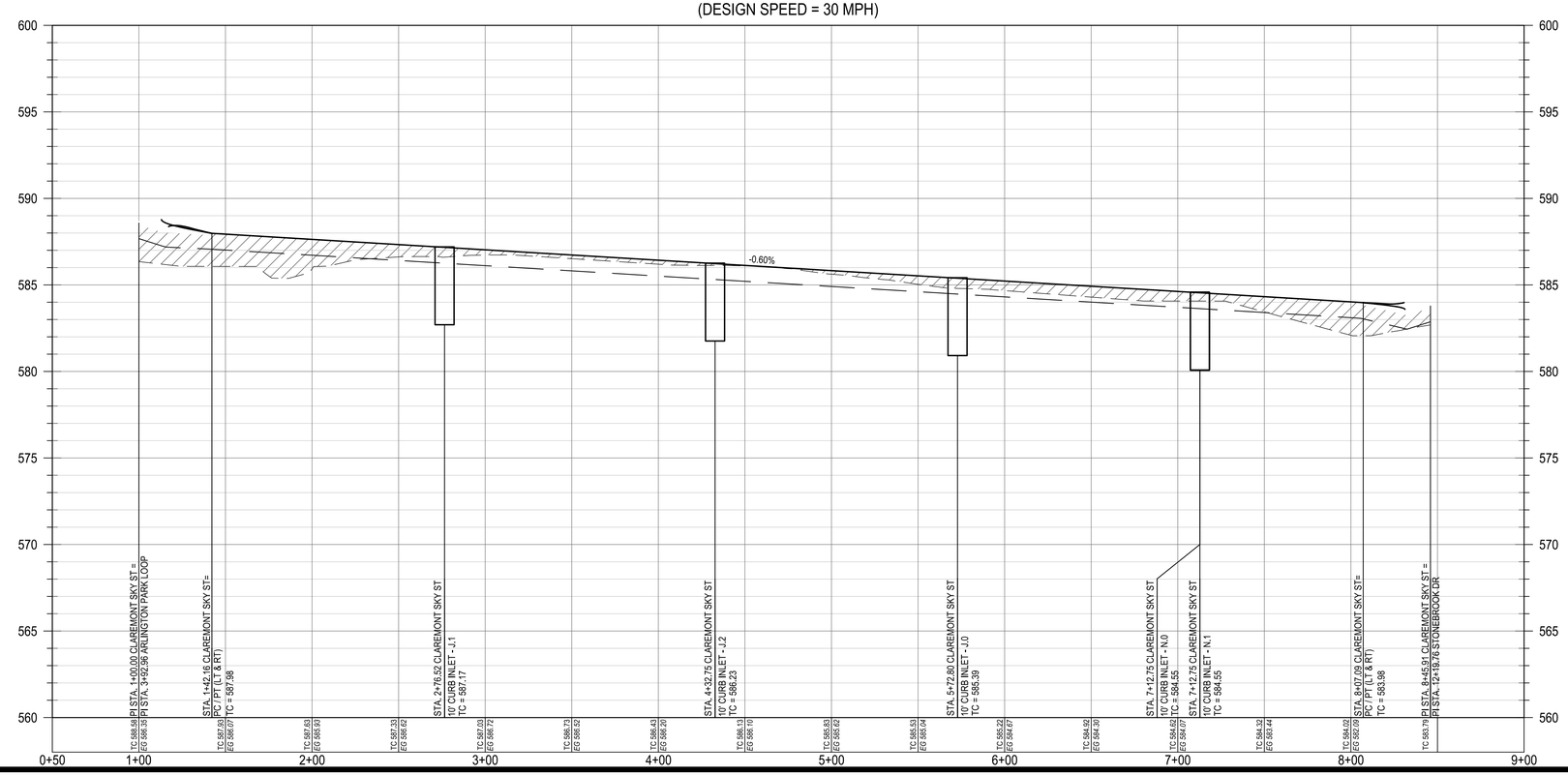
SHEET
14 OF 66

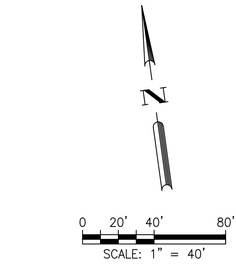
G:\TXC\Projects\Ashton_Woods\9630-00-Gola_Ph_2\LD\01_CADD\01_Shts\C-SP-ROAD-P&P-PH2.dwg Layout: HIGHLAND GLEN DR PLAN AND PROFILE (1+00 TO END) Plotted: 6/11/2024 2:22:48 PM



Curve Table: Alignments					
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD DISTANCE
C3	3°00'00"	500.00'	26.18'	S83° 41' 19.23"E	26.18'

CLAREMONT SKY ST
(DESIGN SPEED = 30 MPH)





LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- OE — OVERHEAD ELECTRIC
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PROFILE LEGEND

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Matt Rector, P.E.
City Engineer
Engineering - City of Hutto
08/29/2024

							APR
							DATE
RECORD DRAWING							DESCRIPTION
◁	◁	◁	◁	◁	◁		REV

DESIGNED BY: DAZ
REVIEWED BY: TMH
DRAWN BY: DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.brownge.com

GOLA, PHASE II
HUTTO, TEXAS

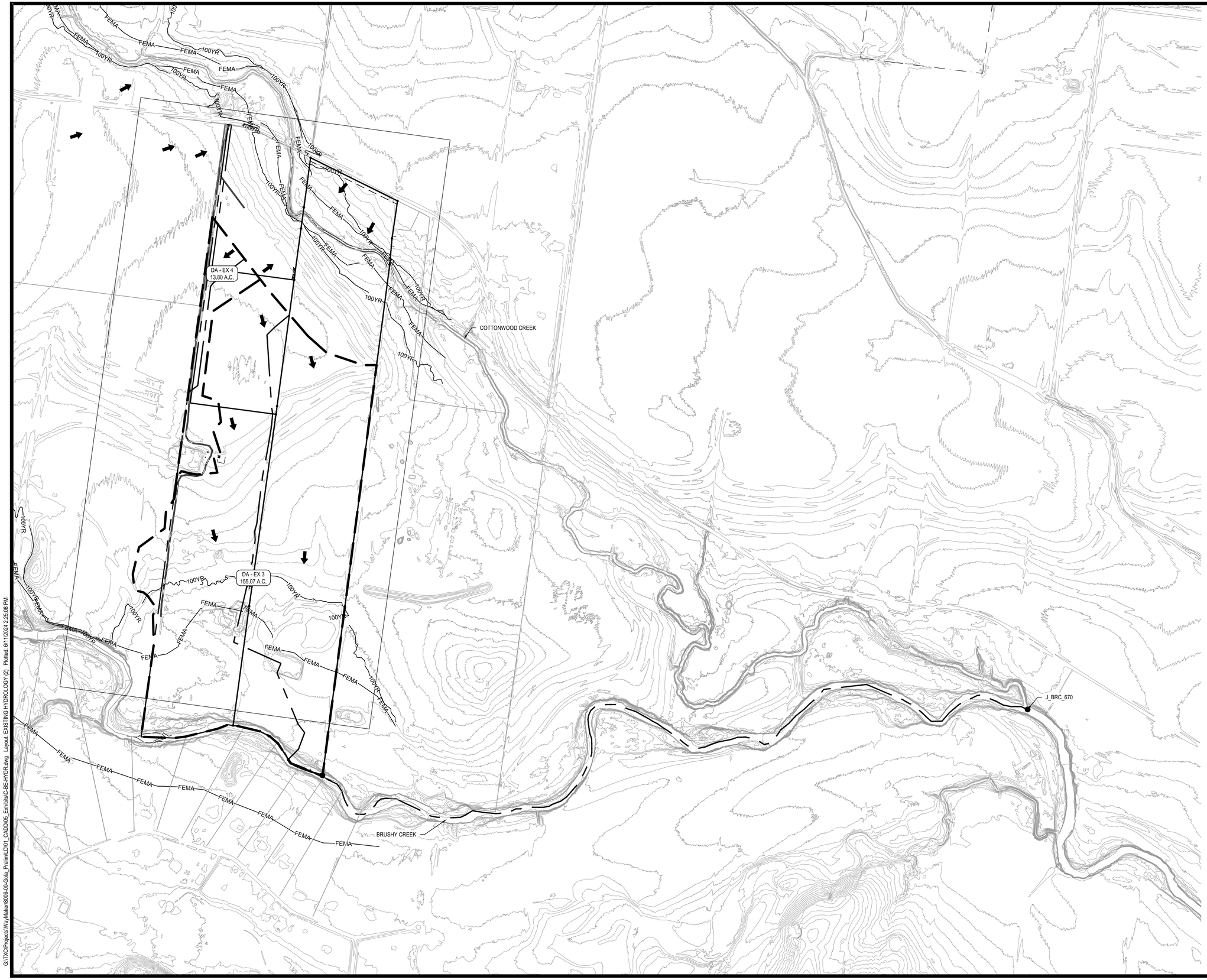
CLAREMONT SKY ST PLAN AND PROFILE (1+00 TO END)

SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED PROFESSIONAL ENGINEER
06/28/2024

SHEET
15 OF 66

G:\TXC\Projects\Ashton_Woods\9539-00-Gola_Ph_2\LD\01_CADD\01_Sht s\C-SP-ROAD-P&P-PH-2.dwg Layout: CLAREMONT SKY ST PLAN AND PROFILE (1+00 TO END) Plotted: 6/11/2024 2:23:03 PM



N

0 200' 400' 800'

SCALE: 1" = 400'

LEGEND

- PROPERTY BOUNDARY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- TIME OF CONCENTRATION
- FEMA FLOODPLAIN
- 100 YEAR FLOODPLAIN
- DRAINAGE DIVIDE
- FLOW ARROW
- DA-XX / XX A.C. — INLET ID / DRAINAGE AREA

REV	DESCRIPTION	DATE	APR
	RECORD DRAWING		

DESIGNED BY: DAZ

REVIEWED BY: TMH

DRAWN BY: DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
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TEL: 512-879-0400 www.browngay.com

GOLA, PHASE II
HUTTO, TEXAS

EXISTING HYDROLOGY

SUBMITTAL DATE: 11-30-2022

FOR OFFICIAL USE ONLY

Reviewed for Substantial Conformance by City of Hutto

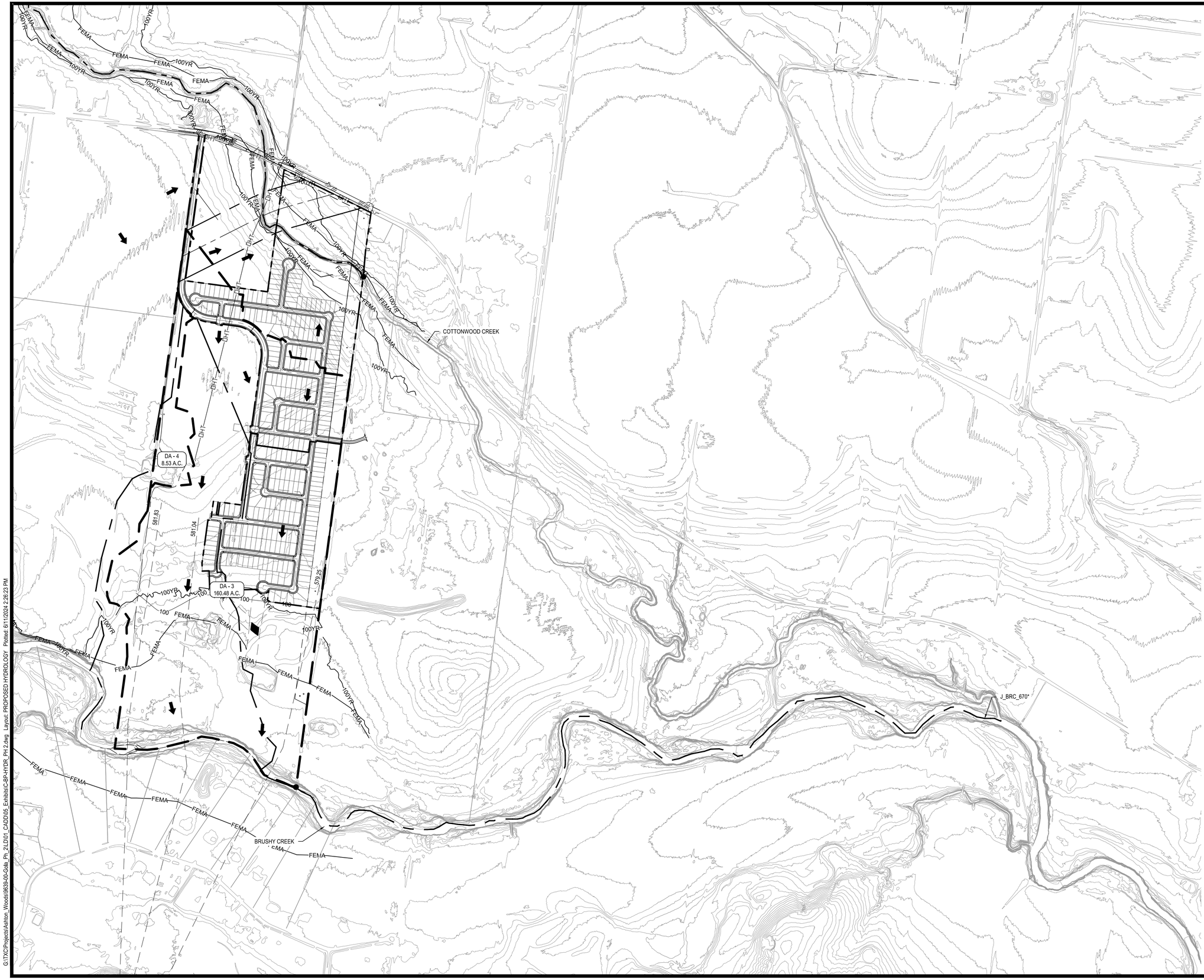
Matt Reckrd, P.E.
City Engineer
Engineering - City of Hutto

08/29/2024

STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED PROFESSIONAL ENGINEER
06/28/2024

SHEET
16 OF 66

G:\TXCO\Projects\WayMaker\8009-00-Gola_PrelimLD\01_CADD\05_Exhibits\C-BE-HYDR.dwg Layout: EXISTING HYDROLOGY (2) Plotted: 6/11/2024 2:25:08 PM



N

0 200' 400' 800'

SCALE: 1" = 400'

LEGEND

- PROPERTY BOUNDARY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- TIME OF CONCENTRATION
- FEMA FEMA FEMA FEMA FLOODPLAIN
- 100YR 100 YEAR FLOODPLAIN
- DRAINAGE DIVIDE
- FLOW ARROW
- DA-XX / XX A.C. INLET ID / DRAINAGE AREA

	Flow @ J_BRC-670	
	Pre-Dev	Post-Dev
2-yr	12588.3	12574.5
10-yr	28658.3	28617.2
25-yr	43743.3	43675.4
100-yr	78867.7	78745.2

100-yr Atlas 14

*J_BRC_670 FALLS WITHIN THE AREA OF BRUSHY CREEK THAT HAS BEEN IDENTIFIED A "DETENTION EXEMPT STREAM REACHES" ZONE IN THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS ADOPTED AND EFFECTIVE AS OF DECEMBER 17, 2019. THIS MEANS THAT BRUSHY CREEK HAS A STORMWATER DISCHARGE TIME-TO-PEAK SUFFICIENTLY LONG ENOUGH TO ALLOW A PROPERTY WITH THAT ZONE TO RELEASE UNDETAILED STORM WATER DISCHARGE DIRECTLY INTO BRUSHY CREEK.
**THE FINISHED FLOOR ELEVATION OF ALL THE LOTS ADJACENT TO THE FEMA FLOODPLAIN WILL BE ELEVATED 2' ABOVE THE 100-YR STORM WATER ELEVATIONS.

FOR OFFICIAL USE ONLY

Reviewed for Substantial Conformance by City of Hutto

HUTTO

Matt Rector, P.E.
City Engineer -
Engineering - City of Hutto

08/29/2024

APR	DATE	DESCRIPTION	REV
		RECORD DRAWING	

DESIGNED BY: DAZ
REVIEWED BY: TMH
DRAWN BY: DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.brownge.com

GOLA, PHASE II
HUTTO, TEXAS

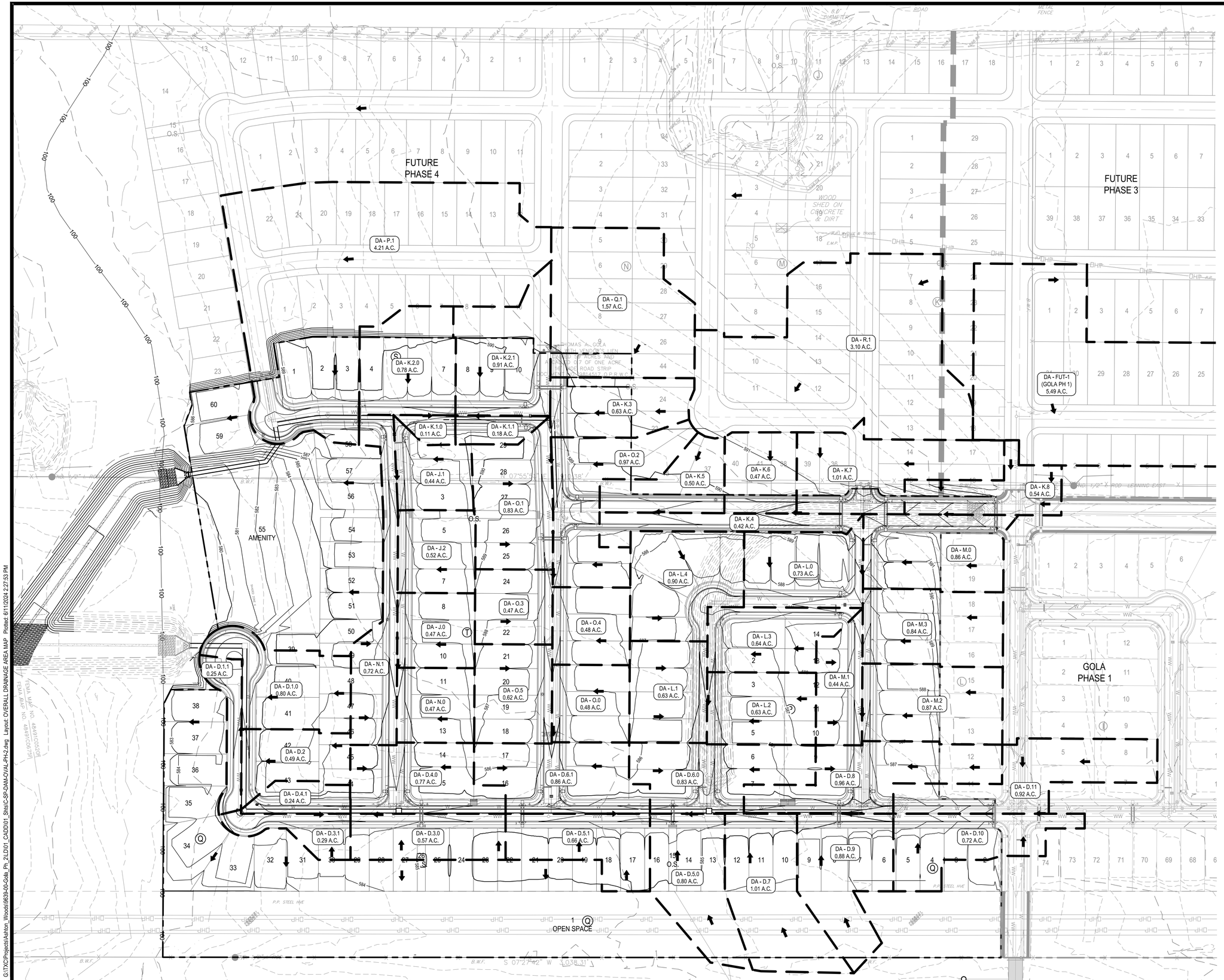
PROPOSED HYDROLOGY

SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED PROFESSIONAL ENGINEER
06/28/2024

SHEET
17 OF 66

G:\TX\CP\projects\Ashton_Woods\96939-00-Gab, Ph_2\LD\01_CADD\05_Exhibits\C-BP-HYDR_PH 2.dwg Layout: PROPOSED HYDROLOGY Plotted: 6/11/2024 2:28:23 PM



0 30' 60' 120'
SCALE: 1" = 60'

LEGEND

- PROPERTY BOUNDARY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- FLOW ARROW
- DRAINAGE DIVIDE
- DA-XX / XX A.C. — INLET ID / DRAINAGE AREA

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GOLA, PHASE II
HUTTO, TEXAS

OVERALL DRAINAGE AREA MAP

SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED PROFESSIONAL ENGINEER
06/28/2024

SHEET
18 OF 66

FOR OFFICIAL USE ONLY
Reviewed for Substantial Conformance by City of Hutto
Matt Rector, P.E.
City Engineer
Engineering - City of Hutto
08/29/2024

G:\TXCI\Projects\Ashton_Woods\9639-00-Gola_Ph_2\D\01_CADD\01_Shts\C-SP-DAM-OVAL-PH2.dwg Layout: OVERALL DRAINAGE AREA MAP Plotted: 6/11/2024 2:27:53 PM

CALCULATION OF IMPERVIOUS COVER AND "C" VALUES

ASSUMPTIONS		
45 ft Lot	3135	sf
50 ft Lot	3400	sf
60 ft Lot	4200	sf
One half Street (residential) (55' ROW)	20.5	lf
One half Street (collector) (69' ROW)	27.5	lf
Cul-de-sac (62.5' radius)	10169	sf
Knuckle (52.5' radius)	5813	sf
Impervious C25	0.87	
Pervious C25	0.34	
Impervious C100	0.96	
Pervious C100	0.41	
Note: Street and knuckle impervious cover includes sidewalk		

AREA	ACRES	MISC. IC (SF)	# OF LOTS 45 FT	# OF LOTS 50 FT	# OF LOTS 60 FT	ST LENGTH (RES) (55)	ST LENGTH (COL) (69)	CUL-DE-SAC	KNUCKLE	IC (SF)	IMPERV. COVER	C25	C100
DA - D.1.0	0.75	0	0.75	0.75	2.5	85	0	0.5	0	22228.25	68%	0.701	0.784
DA - D.1.1	0.31	0	0	0	0	159	0	0.5	0.33	10262.29	76%	0.743	0.828
DA - D.2	0.49	0	0.75	0.25	1.5	105.5	0	0	0.17	12652.21	59%	0.654	0.736
DA - D.3.0	0.57	0	2.5	0.5	0	290	0	0	0	15482.5	62%	0.670	0.753
DA - D.3.1	0.29	0	0	0	0.75	153	0	0	0.33	8204.79	65%	0.684	0.767
DA - D.4.0	0.77	0	3.25	0	0	484.5	0	0	0	20121	60%	0.658	0.740
DA - D.4.1	0.24	0	0.25	0	0.5	153	0	0	0.17	7008.46	67%	0.695	0.779
DA - D.5.0	0.8	0	2	1	0	155	0	0	0	12847.5	37%	0.535	0.613
DA - D.5.1	0.66	0	4.25	0	0	270	0	0	0	18858.75	66%	0.688	0.771
DA - D.6.0	0.83	0	3.5	1	0	380	0	0	0	22162.5	61%	0.665	0.747
DA - D.6.1	0.86	0	2.75	2	0	514	0	0	0	25958.25	69%	0.707	0.791
DA - D.7	1.01	0	3	0	0	135	0	0	0	12172.5	28%	0.487	0.562
DA - D.8	0.88	0	4	0	0	180	0	0	0	16230	42%	0.564	0.643
DA - D.9	0.96	0	3.5	1.25	0	500	0	0	0	25472.5	61%	0.663	0.745
DA - D.10	0.72	0	3.25	0	0	578	0	0	0	22037.75	70%	0.712	0.796
DA - D.11	0.92	0	0.5	3.5	0	490	0	0	0	23512.5	59%	0.651	0.733
DA - J.1	0.44	0	1.5	1	0	176	0	0	0	11710.5	61%	0.664	0.746
DA - J.2	0.52	0	2	1	0	160	0	0	0	12950	57%	0.643	0.724
DA - J.0	0.47	0	2	1	0	140	0	0	0	12540	61%	0.665	0.747
DA - K.1.0	0.11	0	0.5	0	0	116	0	0	0	3945.5	82%	0.776	0.863
DA - K.1.1	0.18	0	0.5	0	0	177	0	0	0	5196	66%	0.691	0.774
DA - K.2.0	0.81	0	5.75	0	0	180	0	0	0	21716.25	62%	0.666	0.749
DA - K.2.1	0.87	0	4.5	0	0	470	0	0	0	23742.5	63%	0.672	0.755
DA - K.3	0.64	0	2.5	1	0	116	0	0	0	13615.5	49%	0.599	0.679
DA - K.4	0.42	0	0	0	0	493	0	0	0	10106.5	55%	0.633	0.714
DA - K.5	0.5	0	1.5	0	0	233	0	0	0	9479	44%	0.571	0.649
DA - K.6	0.47	0	3	0	0	135	0	0	0	12172.5	59%	0.655	0.737
DA - K.7	0.91	0	5	0	0	419	0	0	0	24264.5	61%	0.664	0.747
DA - K.8	0.54	0	0	1.25	0	573	0	0	0	15996.5	68%	0.700	0.784
DA - L.1	0.63	0	2	2	0	190	0	0	0	16965	62%	0.668	0.750
DA - L.2	0.63	0	4.5	0	0	135	0	0	0	16875	61%	0.666	0.748
DA - L.3	0.64	0	3.25	0	0	316	0	0	0.33	18585.04	67%	0.693	0.777
DA - L.4	0.9	0	3	5	0	26	0	0	0.67	30832.71	79%	0.757	0.843
DA - L.0	0.73	0	2	2	0	373	0	0	0	20716.5	65%	0.685	0.768
DA - M.1	0.44	0	2.25	0	0	260	0	0	0	12383.75	65%	0.682	0.765
DA - M.2	0.87	0	3	3	0	145	0	0	0	22577.5	60%	0.656	0.738
DA - M.3	0.84	0	3	3	0	140	0	0	0	22475	61%	0.666	0.748
DA - M.0	0.86	0	0	4	0	109	290	0	0	23809.5	64%	0.677	0.760
DA - N.1	0.72	0	2.25	0	0	647	0	0	0	20317.25	65%	0.683	0.766
DA - N.0	0.47	0	2	1	0	145	0	0	0	12642.5	62%	0.667	0.750
DA - O.1	0.83	0	2.5	2	0	293	0	0	0	20644	57%	0.643	0.724
DA - O.2	0.97	0	2.75	1.75	0	281	120	0	0	23631.75	56%	0.636	0.718
DA - O.3	0.47	0	3	1	0	185	0	0	0	16597.5	81%	0.770	0.856
DA - O.4	0.48	0	1	2	0	145	0	0	0	12907.5	62%	0.667	0.750
DA - O.0	0.48	0	1	1.5	0	131	0	0	0	10920.5	52%	0.617	0.697
DA - O.5	0.62	0	1	1.5	0	120	0	0	0	10695	40%	0.550	0.628
DA - P.1	4.27	0	17.75	1.5	0	1760	0	0	1	102639.3	55%	0.632	0.714
DA - Q.1	1.60	0	8	2	0	250	0	0	0	37005	53%	0.621	0.702
DA - R.1	4.19	0	20	4	0	1330	0	0	0	103565	57%	0.641	0.722

STREET / INLET CAPACITIES
25-YEAR

Crown Height Collect. 0.58
Crown Height Local 0.50 0.68

Drainage Area	Inlet Type	Upstream	Q(pass) (cfs)	$Q_{(25)}$ (cfs)	STREET CAPACITY: Street Width (ft)	Slope (ft/ft)	a (ft)	Y_o (ft)	Ponded Width (ft)	INLET ON GRADE: Q_a/L_a (ft)	Length Needed (ft)	Length (ft)	L/L_{need} '*=>Qpass	a/Y_o	Possible Q (cfs)	$Q_{(pass)}$ (cfs)	SUMP INLET: Clogging Factor	$Q_{(25)}$ (cfs)	Allowable head (ft)	Inlet Length (ft)	Calculated head (ft)
DA - D.1.0	Sump Inlet		0	4.9	30	0.0050	0.42	0.46	11.00			10					10%	7.40	0.5	10	0.42
DA - D.1.1	Sump Inlet		0	2.5	30	0.0051	0.42	0.37	7.37			10									
DA - D.2	Grade Inlet		0	3.5	30	0.0050	0.42	0.42	8.84	0.88	4.00	10	1.0	1.00	8.76	0					
DA - D.3.0	Sump Inlet		0	3.5	30	0.0050	0.42	0.42	8.84			10					10%	5.60	0.5	10	0.35
DA - D.3.1	Sump Inlet		0	2.1	30	0.0050	0.42	0.35	6.81			10									
DA - D.4.0	Sump Inlet		0	4.7	30	0.0050	0.42	0.46	10.66			10					10%	6.60	0.5	10	0.39
DA - D.4.1	Sump Inlet		0	1.9	30	0.0050	0.42	0.34	6.51			10									
DA - D.5.0	Sump Inlet		0	2.9	30	0.0050	0.42	0.39	7.98			10					10%	7.20	0.5	10	0.42
DA - D.5.1	Sump Inlet		0	4.3	30	0.0050	0.42	0.44	10.02			10									
DA - D.6.0	Sump Inlet		0	5.1	30	0.0050	0.42	0.47	11.36			10					10%	10.60	0.5	15	0.43
DA - D.6.1	Sump Inlet		0	5.5	30	0.0050	0.42	0.48	12.19			10									
DA - D.7	Grade Inlet		0	3.2	30	0.0050	0.42	0.40	8.41	0.86	3.71	10	1.0	1.03	8.62	0					
DA - D.8	Grade Inlet		0	3.7	30	0.0050	0.42	0.42	9.12	0.88	4.19	10	1.0	0.98	8.84	0					
DA - D.9	Grade Inlet		0	5.9	30	0.0050	0.42	0.49	13.32	0.96	6.13	10	1.0	0.84	9.62	0					
DA - D.10	Grade Inlet		0	4.9	30	0.0050	0.42	0.46	11.00	0.93	5.27	10	1.0	0.90	9.29	0					
DA - D.11	Grade Inlet		0	6.1	30	0.0050	0.42	0.50	14.41	0.97	6.30	10	1.0	0.83	9.69	0					
DA - J.1	Grade Inlet		0	2.9	30	0.0050	0.42	0.39	7.98	0.85	3.42	10	1.0	1.07	8.48	0					
DA - J.2	Grade Inlet		0	3.4	30	0.0050	0.42	0.41	8.69	0.87	3.90	10	1.0	1.01	8.71	0					
DA - J.0	Grade Inlet		0	3.1	30	0.0050	0.42	0.40	8.27	0.86	3.61	10	1.0	1.04	8.58	0					
DA - K.1.0	Grade Inlet		0	1.0	30	0.0050	0.42	0.27	4.93	-		10					10%	2.40	0.5	10	0.20
DA - K.1.1	Sump Inlet		0	1.4	30	0.0050	0.42	0.31	5.68	-		10									
DA - K.2.0	Sump Inlet		0	5.3	30	0.0067	0.42	0.45	10.46	-		10					10%	11.30	0.5	10	0.44
DA - K.2.1	Sump Inlet		0	6.0	30	0.0067	0.42	0.47	11.52	-		10									
DA - K.3	Grade Inlet		0	3.5	30	0.0050	0.42	0.42	8.84	0.88	4.00	10	1.0	1.00	8.76	0					
DA - K.4	Grade Inlet		0	3.1	30	0.0050	0.42	0.40	8.27	0.86	3.61	10	1.0	1.04	8.58	0					
DA - K.5	Grade Inlet		0	2.8	30	0.0070	0.42	0.37	7.21	0.82	3.41	10	1.0	1.14	8.21	0					
DA - K.6	Grade Inlet		0	3.2	30	0.0050	0.42	0.40	8.41	0.86	3.71	10	1.0	1.03	8.62	0					
DA - K.7	Grade Inlet		0	6.3	30	0.0070	0.42	0.48	11.81	0.94	6.67	10	1.0	0.87	9.44	0					
DA - K.8	Grade Inlet		0	3.7	30	0.0050	0.42	0.42	9.12	0.88	4.19	10	1.0	0.98	8.84	0					
DA - L.1	Grade Inlet		0	4.3	30	0.0050	0.42	0.44	10.02	0.91	4.74	10	1.0	0.94	9.08	0					
DA - L.2	Grade Inlet		0	4.1	30	0.0050	0.42	0.44	9.71	0.90	4.56	10	1.0	0.95	9.00	0					
DA - L.3	Grade Inlet		0	4.6	30	0.0050	0.42	0.45	10.49	0.92	5.01	10	1.0	0.92	9.19	0					
DA - L.4	Grade Inlet		0	6.1	30	0.0050	0.42	0.50	14.41	0.97	6.30	10	1.0	0.83	9.69	0					
DA - L.0	Grade Inlet		0	5.3	30	0.0050	0.42	0.48	11.75	0.94	5.62	10	1.0	0.87	9.43	0					
DA - M.1	Grade Inlet		0	3.0	30	0.0070	0.42	0.37	7.46	0.83	3.61	10	1.0	1.12	8.30	0					
DA - M.2	Grade Inlet		0	5.9	30	0.0050	0.42	0.47	11.55	0.94	6.28	10	1.0	0.88	9.40	0					
DA - M.3	Grade Inlet		0	5.8	30	0.0050	0.42	0.47	11.37	0.94	6.19	10	1.0	0.89	9.36	0					
DA - M.0	Grade Inlet		0	6.1	30	0.0050	0.42	0.48	11.94	0.95	6.45	10	1.0	0.87	9.46	0					
DA - N.1	Grade Inlet		0	5.0	30	0.0050	0.42	0.45	10.10	0.91	5.50	10	1.0	0.93	9.10	0					
DA - N.0	Grade Inlet		0	3.2	30	0.0050	0.42	0.38	7.70	0.84	3.82	10	1.0	1.09	8.39	0					
DA - O.1	Grade Inlet		0	5.2	30	0.0050	0.42	0.45	10.40	0.92	5.67	10	1.0	0.92	9.17	0					
DA - O.2	Grade Inlet		0	5.7	30	0.0500	0.42	0.31	5.79	0.76	7.45	10	1.0	1.34	7.65	0					
DA - O.3	Grade Inlet		0	3.6	30	0.0050	0.42	0.42	8.98	0.88	4.09	10	1.0	0.99	8.80	0					
DA - O.4	Grade Inlet		0	3.3	30	0.0050	0.42	0.41	8.55	0.87	3.81	10	1.0	1.02	8.67	0					
DA - O.0	Grade Inlet		0	3.0	30	0.0050	0.42	0.39	8.13	0.85	3.52	10	1.0	1.05	8.53	0					
DA - O.5	Grade Inlet		0	3.4	30	0.0050	0.42	0.41	8.69	0.87	3.90	10	1.0	1.01	8.71	0					
DA - P.1	Grade Inlet		0	16.7	-	-	-	-	-	-	-	-	-	-	-	-					
DA - Q.1	Grade Inlet		0	6.9	-	-	-	-	-	-	-	-	-	-	-	-					
DA - R.1	Grade Inlet		0	28.2	-	-	-	-	-	-	-	-	-	-	-	-					

STREET / INLET CAPACITIES
100-YEAR

Drainage Area	Inlet Type	Upstream					$Q_{(100)}$ (cfs)	$Q_{(add)}$ (cfs)	$Q_{(pass)}$ (cfs)	$Q_{(int)}$ (cfs)	STREET CAPACITY: Street Width (ft)	Slope (ft/ft)	a (ft)	Y_o (ft)	Ponded Width (ft)	INLET ON GRADE: Q_a/L_a (ft)	Length Needed (ft)	Length (ft)	L/L_{need} '*=>Qpass	a/Y_o	Possible Q (cfs)	$Q_{(bypass)}$ (cfs)	SUMP INLET: Clogging Factor	$Q_{(int)}$ (cfs)	Allowable head (ft)	Inlet Length (ft)	Calculated head (ft)
DA - D.1.0	Sump Inlet	0	0	0	0		7.20		1.08	**6.12**	30	0.0050	0.42	0.50	14.68								10%	10.90	0.7	10	0.55
DA - D.1.1	Sump Inlet	0	0	0	0		3.70	1.08	0.00	**4.78**	30	0.0051	0.42	0.46	10.71												
DA - D.2	Grade Inlet	0	0	0	0		5.10		0.00	**5.10**	30	0.0050	0.42	0.47	11.36	0.94	5.45	10	1.0	0.89	9.36	0.00					
DA - D.3.0	Sump Inlet	0	0	0	0		5.20	0.88	0.00	**6.08**	30	0.0050	0.42	0.50	14.23								10%	9.18	0.7	10	0.49
DA - D.3.1	Sump Inlet	0	0	0	0		3.10		0.00	**3.10**	30	0.0050	0.42	0.40	8.27												
DA - D.4.0	Sump Inlet	0	0	0	0		7.00		0.88	**6.12**	30	0.0050	0.42	0.50	14.68								10%	9.02	0.7	10	0.48
DA - D.4.1	Sump Inlet	0	0	0	0		2.90		0.00	**2.90**	30	0.0050	0.42	0.39	7.98												
DA - D.5.0	Sump Inlet	0	0	0	0		4.40	1.38	0.00	**5.78**	30	0.0050	0.42	0.49	12.92								10%	14.26	0.7	10	0.65
DA - D.5.1	Sump Inlet	0	0	0	0		6.40	2.08	0.00	**8.48**	30	0.0050	0.42	0.56	8.61												
DA - D.6.0	Sump Inlet	0	0	0	0		7.50		1.38	**6.12**	30	0.0050	0.42	0.50	14.68								10%	12.24	0.7	15	0.48
DA - D.6.1	Sump Inlet	0	0	0	0		8.20		2.08	**6.12**	30	0.0050	0.42	0.50	14.68												
DA - D.7	Grade Inlet	0	0	0	0		4.90		0.00	**4.90**	30	0.0050	0.42	0.46	11.00	0.93	5.27	10	1.0	0.90	9.29	0.00					
DA - D.8	Grade Inlet	0	0	0	0		5.50		0.00	**5.50**	30	0.0050	0.42	0.48	12.19	0.95	5.79	10	1.0	0.86	9.50	0.00					
DA - D.9	Grade Inlet	0	0	0	0		8.80		0.00	**8.80**	30	0.0050	0.42	0.56	8.79	1.04	8.44	10	1.0	0.74	10.42	0.00					
DA - D.10	Grade Inlet	0	0	0	0		7.20		1.08	**6.12**	30	0.0050	0.42	0.50	14.68	0.97	7.43	10	1.0	0.83	9.69	0.00					
DA - D.11	Grade Inlet	0	0	0	0		9.00	1.08	0.00	**10.08**	30	0.0050	0.42	0.59	9.52	1.07	9.40	10	1.0	0.71	10.72	0.00					
DA - J.1	Grade Inlet	0	0	0	0		4.30		0.00	**4.30**	30	0.0050	0.42	0.44	10.02	0.91	4.74	10	1.0	0.94	9.08	0.00					
DA - J.2	Grade Inlet	0	0	0	0		5.00		0.00	**5.00**	30	0.0050	0.42	0.47	11.18	0.93	5.36	10	1.0	0.89	9.33	0.00					
DA - J.0	Grade Inlet	0	0	0	0		4.60		0.00	**4.60**	30	0.0050	0.42	0.45	10.49	0.92	5.01	10	1.0	0.92	9.19	0.00					
DA - K.1.0	Grade Inlet	0	0	0	0		1.50	0.71	0.00	**2.21**	30	0.0050	0.42	0.36	6.98								10%	6.12	0.7	10	0.37
DA - K.1.1	Sump Inlet	0	0	0	0		2.10	1.81	0.00	**3.91**	30	0.0050	0.42	0.43	9.43												
DA - K.2.0	Sump Inlet	0	0	0	0		7.80		0.71	**7.09**	30	0.0067	0.42	0.50	14.79								10%	14.18	0.7	10	0.65
DA - K.2.1	Sump Inlet	0	0	0	0		8.90		1.81	**7.09**	30	0.0067	0.42	0.50	14.79												
DA - K.3	Grade Inlet	0	0	0	0		5.30		0.00	**5.30**	39	0.0050	0.42	0.48	11.17	0.94	5.62	10	1.0	0.87	9.43	0.00					
DA - K.4	Grade Inlet	0	0	0	0		4.60	2.15	0.63	**6.12**	30	0.0050	0.42	0.50	14.68	0.97	6.96	10	1.0	0.83	9.69	0.00					
DA - K.5	Grade Inlet	0	0	0	0		4.10	0.63	0.00	**4.73**	30	0.0070	0.42	0.43	9.56	0.90	5.28	10	1.0	0.96	8.96	0.00					
DA - K.6	Grade Inlet	0	0	0	0		4.70		0.00	**4.70**	30	0.0050	0.42	0.46	10.66	0.92	5.10	10	1.0	0.91	9.22	0.00					
DA - K.7	Grade Inlet	0	0	0	0		9.40		2.15	**7.25**	30	0.0070	0.42	0.50	14.88	0.97	9.70	10	1.0	0.83	9.69	0.00					
DA - K.8	Grade Inlet	0	0	0	0		5.50		0.00	**5.50**	30	0.0050	0.42	0.48	12.19	0.95	5.79	10	1.0	0.86	9.50	0.00					
DA - L.1	Grade Inlet	0	0	0	0		6.40	5.34	0.00	**11.74**	30	0.0050	0.42	0.62	10.53	1.11	10.59	10	0.9	0.67	11.08	0.66					
DA - L.2	Grade Inlet	0	0	0	0		6.00		0.00	**6.00**	30	0.0050	0.42	0.50	7.21	0.97	6.21	10	1.0	0.84	9.65	0.00					
DA - L.3	Grade Inlet	0	0	0	0		6.80	4.66	5.34	**6.12**	30	0.0050	0.42	0.50	14.68	0.97	11.82	10	0.8	0.83	9.69	1.77					
DA - L.4	Grade Inlet	0	0	0	0		9.00		2.88	**6.12**	30	0.0050	0.42	0.50	14.68	0.97	9.29	10	1.0	0.83	9.69	0.00					
DA - L.0	Grade Inlet	0	0	0	0		7.90		1.78	**6.12**	30	0.0050	0.42	0.50	14.68	0.97	8.15	10	1.0	0.83	9.69	0.00					
DA - M.1	Grade Inlet	0	0	0	0		4.40	2.58	0.00	**6.98**	30	0.0070	0.42	0.49	13.32	0.96	7.25	10	1.0	0.84	9.62	0.00					
DA - M.2	Grade Inlet	0	0	0	0		8.70		2.58	**6.12**	30	0.0050	0.42	0.50	14.68	0.97	8.98	10	1.0	0.83	9.69	0.00					
DA - M.3	Grade Inlet	0	0	0	0		8.60		0.00	**8.60**	30	0.0050	0.42	0.56	8.68	1.04	8.29	10	1.0	0.75	10.37	0.00					
DA - M.0	Grade Inlet	0	0	0	0		9.00		0.00	**9.00**	30	0.0050	0.42	0.57	8.90	1.05	8.59	10	1.0	0.73	10.47	0.00					
DA - N.1	Grade Inlet	0	0	0	0		7.40		0.00	**7.40**	30	0.0050	0.42	0.53	8.00	1.01	7.36	10	1.0	0.78	10.06	0.00					
DA - N.0	Grade Inlet	0	0	0	0		4.70		0.00	**4.70**	30	0.0050	0.42	0.46	10.66	0.92	5.10	9	1.0	0.91	8.30	0.00					
DA - O.1	Grade Inlet	0	0	0	0		7.80		0.00	**7.80**	30	0.0050	0.42	0.54	8.23	1.02	7.67	10	1.0	0.77	10.17	0.00					
DA - O.2	Grade Inlet	0	0	0	0		8.40		2.28	**6.12**	30	0.0050	0.42	0.50	14.68	0.97	8.67	10	1.0	0.83	9.69	0.00					
DA - O.3	Grade Inlet	0	0	0	0		5.30	2.28	1.46	**6.12**	30	0.0050	0.42	0.50	14.68	0.97	7.82	10	1.0	0.83	9.69	0.00					
DA - O.4	Grade Inlet	0	0	0	0		4.90	1.46	0.24	**6.12**	44	0.0050	0.42	0.50	13.69	0.97	6.56	10	1.0	0.83	9.69	0.00					
DA - O.0	Grade Inlet	0	0	0	0		4.50	0.24	0.00	**4.74**	44	0.0050	0.42	0.46	11.87	0.92	5.13	10	1.0	0.91	9.24	0.00					
DA - O.5	Grade Inlet	0	0	0	0		5.20		0.00	**5.20**	44	0.0050	0.42	0.47	12.47	0.94	5.53	10	1.0	0.88	9.40	0.00					
DA - P.1	Grade Inlet	0	0	0	0		24.90		24.90		-	-	-	-	-	-	-	-	-	-	-	-					
DA - Q.1	Grade Inlet	0	0	0	0		10.20		10.20		-	-	-	-	-	-	-	-	-	-	-	-					
DA - R.1	Grade Inlet	0	0	0	0		41.80		41.80		-	-	-	-	-	-	-	-	-	-	-	-					

Post-Development TC'S

Drainage Area	Total Area, acres	Time of Conc'n, Tc (min)
DA - D.1.0	0.75	9.77
DA - D.1.1	0.31	6.26
DA - D.2	0.49	6.36
DA - D.3.0	0.57	10.20
DA - D.3.1	0.29	6.62
DA - D.4.0	0.77	9.73
DA - D.4.1	0.24	5.00
DA - D.5.0	0.8	19.57
DA - D.5.1	0.66	9.19
DA - D.6.0	0.83	10.00
DA - D.6.1	0.86	10.33
DA - D.7	1.01	21.68
DA - D.8	0.88	16.78
DA - D.9	0.96	9.79
DA - D.10	0.72	9.30
DA - D.11	0.92	7.78
DA - J.1	0.44	8.42
DA - J.2	0.52	8.00
DA - J.0	0.47	8.18
DA - K.1.0	0.11	5.00
DA - K.1.1	0.18	5.00
DA - K.2.0	0.81	8.64
DA - K.2.1	0.87	7.41
DA - K.3	0.64	9.90
DA - K.4	0.42	5.00
DA - K.5	0.5	8.88
DA - K.6	0.47	7.37
DA - K.7	0.91	7.00
DA - K.8	0.54	8.42
DA - L.1	0.63	7.47
DA - L.2	0.63	8.81
DA - L.3	0.64	7.16
DA - L.4	0.9	10.69
DA - L.0	0.73	6.66
DA - M.1	0.44	8.02
DA - M.2	0.87	7.33
DA - M.3	0.84	7.28
DA - M.0	0.86	7.09
DA - N.1	0.72	7.53
DA - N.0	0.47	7.80
DA - O.1	0.83	8.51
DA - O.2	0.97	10.10
DA - O.3	0.47	8.03
DA - O.4	0.48	7.45
DA - O.0	0.48	7.54
DA - O.5	0.62	7.84
DA - P.1	4.27	23.81
DA - Q.1	1.60	19.26
DA - R.1	4.19	7.00

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CITY OF HUTTO
Matt Rector, P.E.
City Engineer
Engineering - City of Hutto
08/29/2024

REV | DESCRIPTION | DATE | APR
RECORD DRAWING

DESIGNED BY: DAZ
REVIEWED BY: TMH
DRAWN BY: DAZ

BGE
BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.browngay.com

GOLA, PHASE II
HUTTO, TEXAS

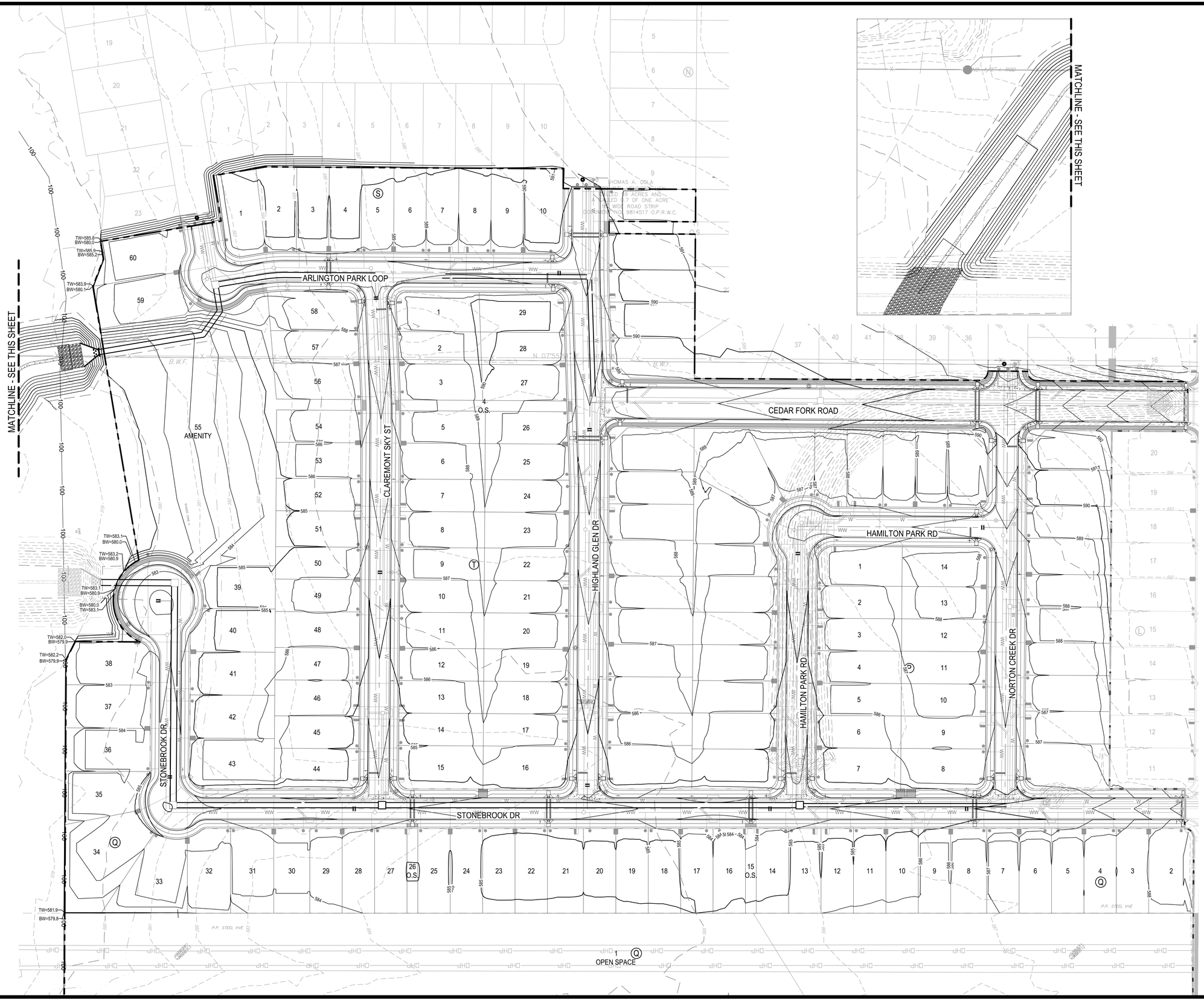
DRAINAGE CALCS

SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED
PROFESSIONAL ENGINEER
06/28/2024

SHEET
19 OF 66

G:\TXC\Projects\Ashton_Woods\9639-00-Gola_Ph_2\LD\01_CADD\01_Shts\C-SP-DAM-OVAL-PH-2.dwg Layout: DRAINAGE CALCS Plotted: 6/11/2024 2:27:54 PM



0 30' 60' 120'

SCALE: 1" = 60'

LEGEND

- PROPERTY BOUNDARY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR

1. ALL ACCESSIBLE ROUTES SHALL BE INSPECTED AND CERTIFIED BY A TDLR REGISTERED ACCESSIBILITY SPECIALIST (RAS).

REV	DESCRIPTION	DATE	APR
	RECORD DRAWING		

DESIGNED BY: DAZ

REVIEWED BY: TMH

DRAWN BY: DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.brownge.com

GOLA, PHASE II
HUTTO, TEXAS

OVERALL GRADING PLAN

SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED PROFESSIONAL ENGINEER
06/28/2024

SHEET
20 OF 66

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Reviewed for Substantial Conformance by City of Hutto

Matt Barker, P.E.
City Engineer
Engineering - City of Hutto

08/29/2024

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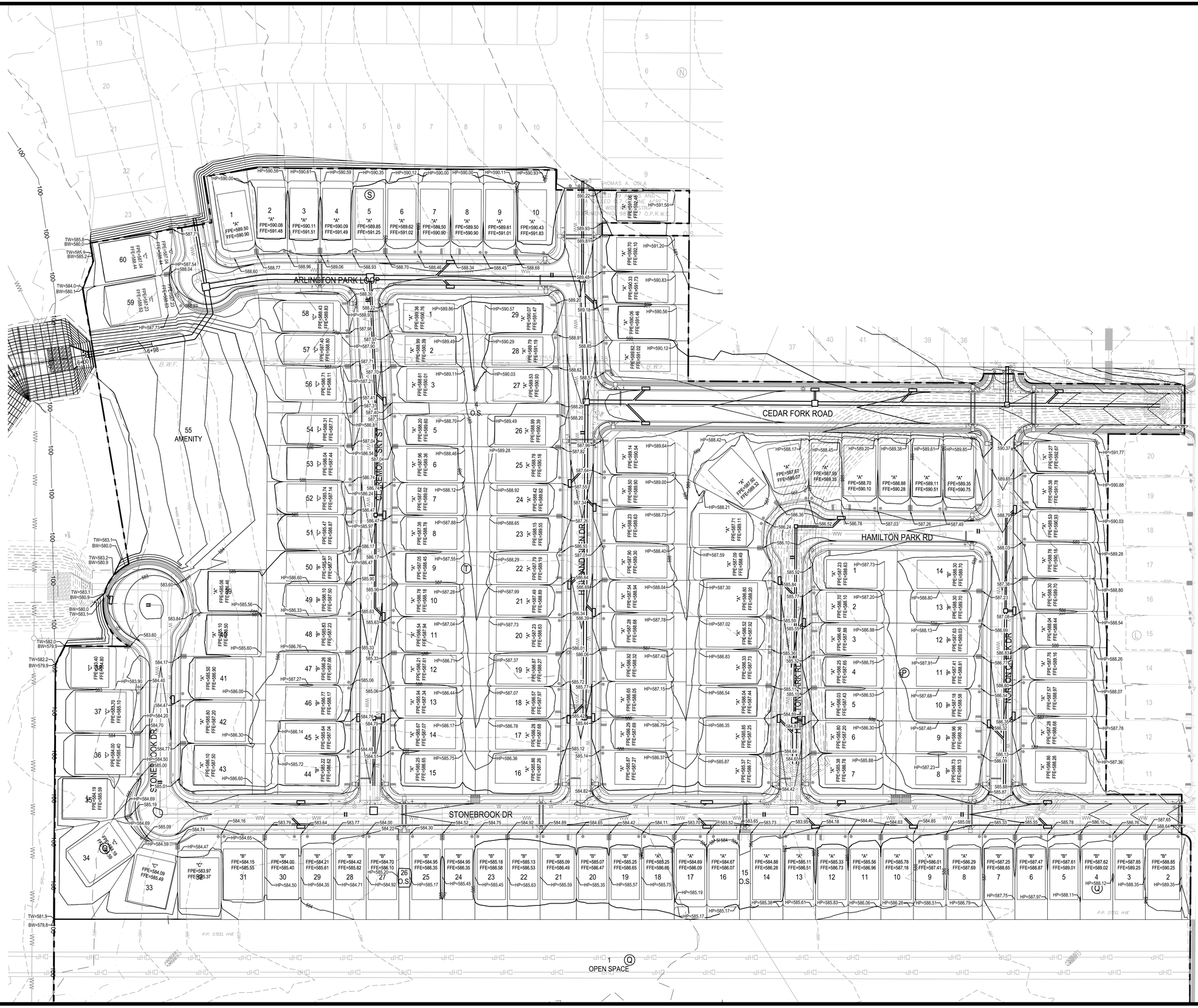

N

0 30' 60' 120'
SCALE: 1" = 60'

LEGEND

- PROPERTY BOUNDARY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR

1. ALL ACCESSIBLE ROUTES SHALL BE INSPECTED AND CERTIFIED BY A TDLR REGISTERED ACCESSIBILITY SPECIALIST (RAS).

REV	DESCRIPTION	DATE	APR
	RECORD DRAWING		

DESIGNED BY: DAZ
REVIEWED BY: TMH
DRAWN BY: DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
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TBPE Registration No. F-1046
TEL: 512-879-0400 www.brwngey.com

GOLA, PHASE II
HUTTO, TEXAS

OVERALL PAD GRADING PLAN

SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED PROFESSIONAL ENGINEER
06/28/2024

SHEET
21 OF 66

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Reviewed for Substantial Conformance by City of Hutto

Matt Reiche, P.E.
City Engineer
Engineering - City of Hutto

08/29/2024

G:\TXC\Projects\Ashton_Woods\9639-00-Gola_Ph_2\LD\01_CADD\01_Shts\C-SP-GRAD-PAD-PH-2.dwg Layout: OVERALL PAD GRADING PLAN Plotted: 6/11/2024 2:29:59 PM

Curve Table: Alignments					
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD DISTANCE
C1	9°52'57"	195.00'	33.63'	N02° 52' 12.33"E	33.59'
C2	3°00'00"	505.00'	26.44'	S83° 41' 19.23"E	26.44'
C3	1°23'44"	1005.00'	24.48'	S82° 53' 11.14"E	24.48'

0 30' 60' 120'
SCALE: 1" = 60'

LEGEND

- PROPERTY BOUNDARY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- FEMA — FEMA 100-YR FLOOD PLAIN
- STORM SEWER FLOW DIRECTION
- PROPOSED JUNCTION BOX
- PROPOSED CURB INLET

NOTES:
1. ALL INLET WYE CONNECTIONS TO BE 45 DEGREES UNLESS OTHERWISE NOTED.
2. CONTRACTOR TO BE AWARE OF OVERHEAD ELECTRIC LINES AT ALL TIMES.

APR	DATE	DESCRIPTION	REV
		RECORD DRAWING	

DESIGNED BY: DAZ
REVIEWED BY: TMH
DRAWN BY: DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
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TEL: 512-879-0400 www.brwngey.com

GOLA, PHASE II
HUTTO, TEXAS

OVERALL STORM PLAN

SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED PROFESSIONAL ENGINEER
06/28/2024

SHEET
22 OF 66

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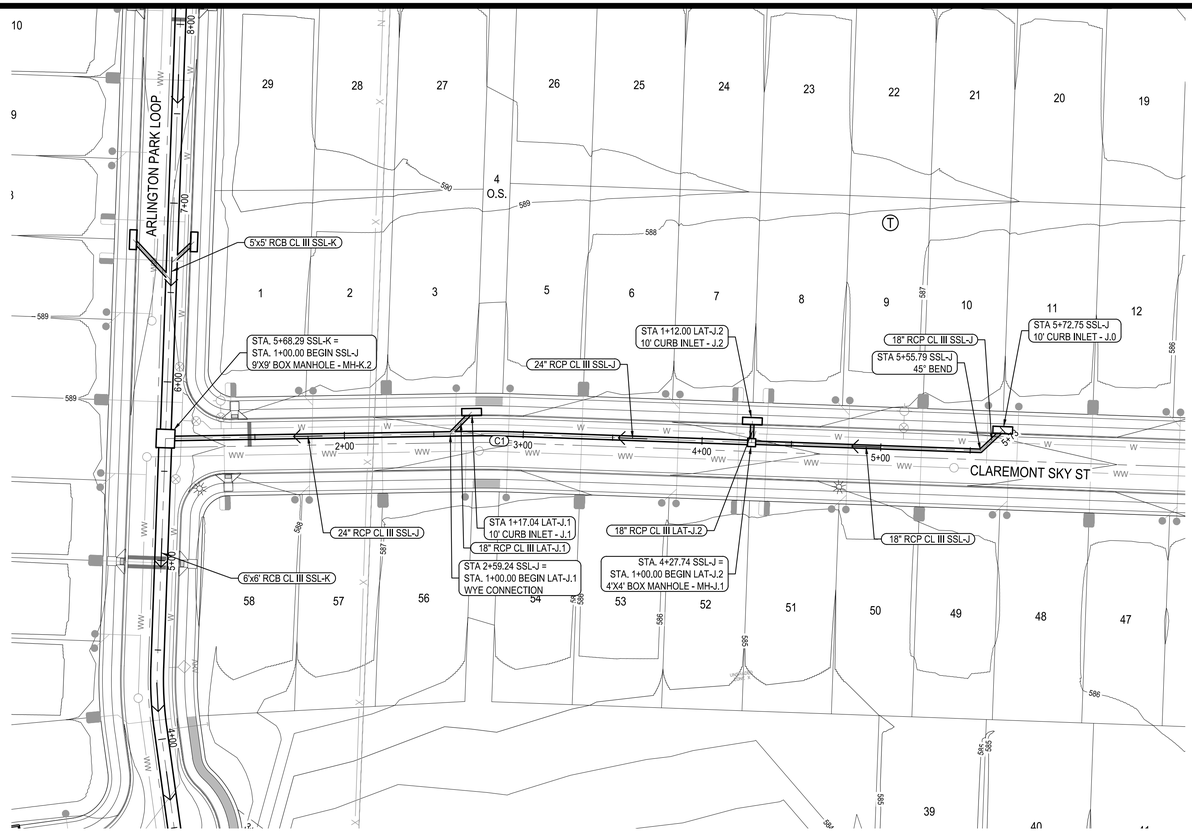
Reviewed for Substantial Conformance by City of Hutto
Matt Reiner, P.E.
City Engineer
Engineering - City of Hutto
08/29/2024

G:\TXC\Projects\Ashton_Woods\9639-00-Gola_Ph_2\LD\01_CADD\01_Shts\C-SP-STRM-OVAL-PH2.dwg Layout: OVERALL STORM PLAN Plotted: 6/11/2024 2:30:54 PM

Curve Table: Alignments					
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD DISTANCE
C1	3°00'00"	505.00'	26.44'	S83° 41' 19.23"E	26.44'



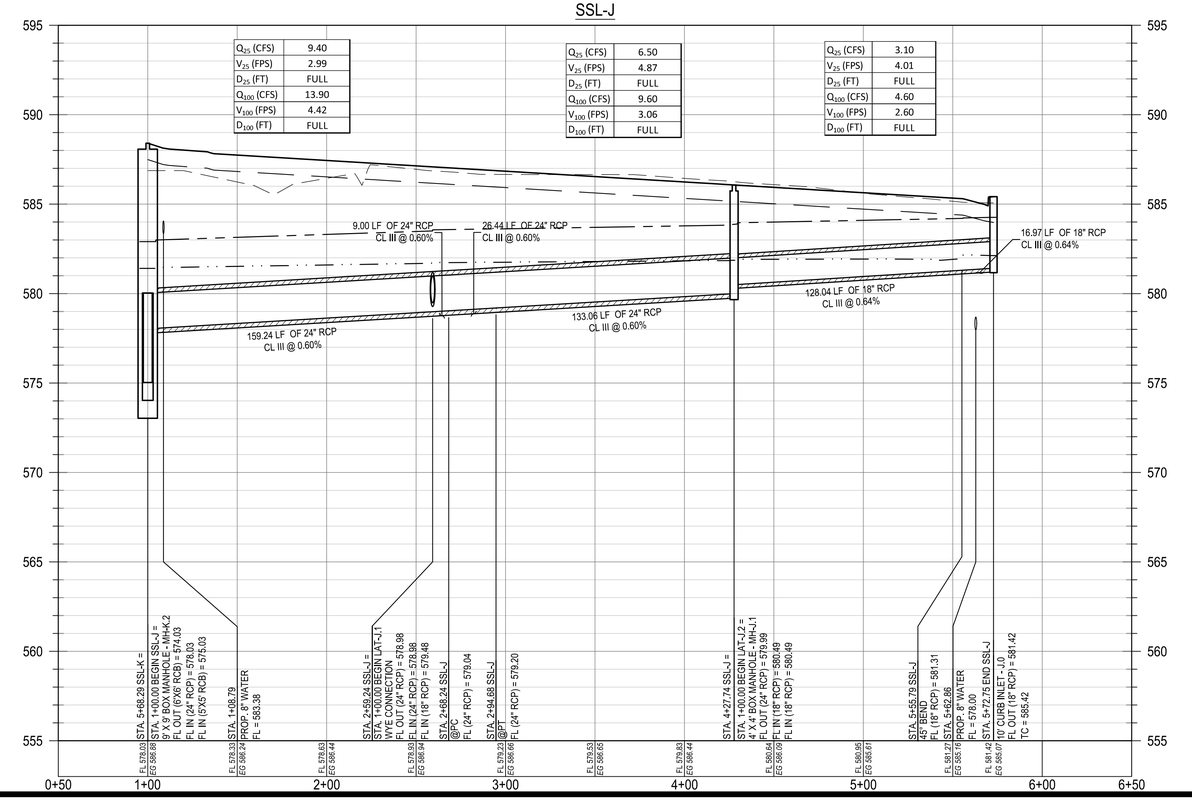
0 20' 40' 80'
SCALE: 1" = 40'

LEGEND

- PROPERTY BOUNDARY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- STORM SEWER FLOW DIRECTION
- PROPOSED JUNCTION BOX
- PROPOSED CURB INLET

NOTES:
1. ALL INLET WYE CONNECTIONS TO BE 45 DEGREES UNLESS OTHERWISE NOTED.

SSL-J



PROFILE LEGEND

- PROPOSED GRADE
- PROPOSED SUBGRADE
- EXISTING GRADE
- 100 YEAR HGL LINE
- 25 YEAR HGL LINE
- PROPOSED STORM LINE
- PROPOSED STORM CURB INLET
- PROPOSED STORM MANHOLE
- PROPOSED STORM BOX MANHOLE

Reviewed for Substantial Conformance by City of Hutto
Matt Reiter, P.E.
City Engineer
Engineering - City of Hutto
08/29/2024
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						APR
						DATE
		RECORD DRAWING				DESCRIPTION
◁	◁	◁	◁	◁	◁	REV

DESIGNED BY:	DAZ
REVIEWED BY:	TMH
DRAWN BY:	DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.browngay.com

GOLA, PHASE II
HUTTO, TEXAS

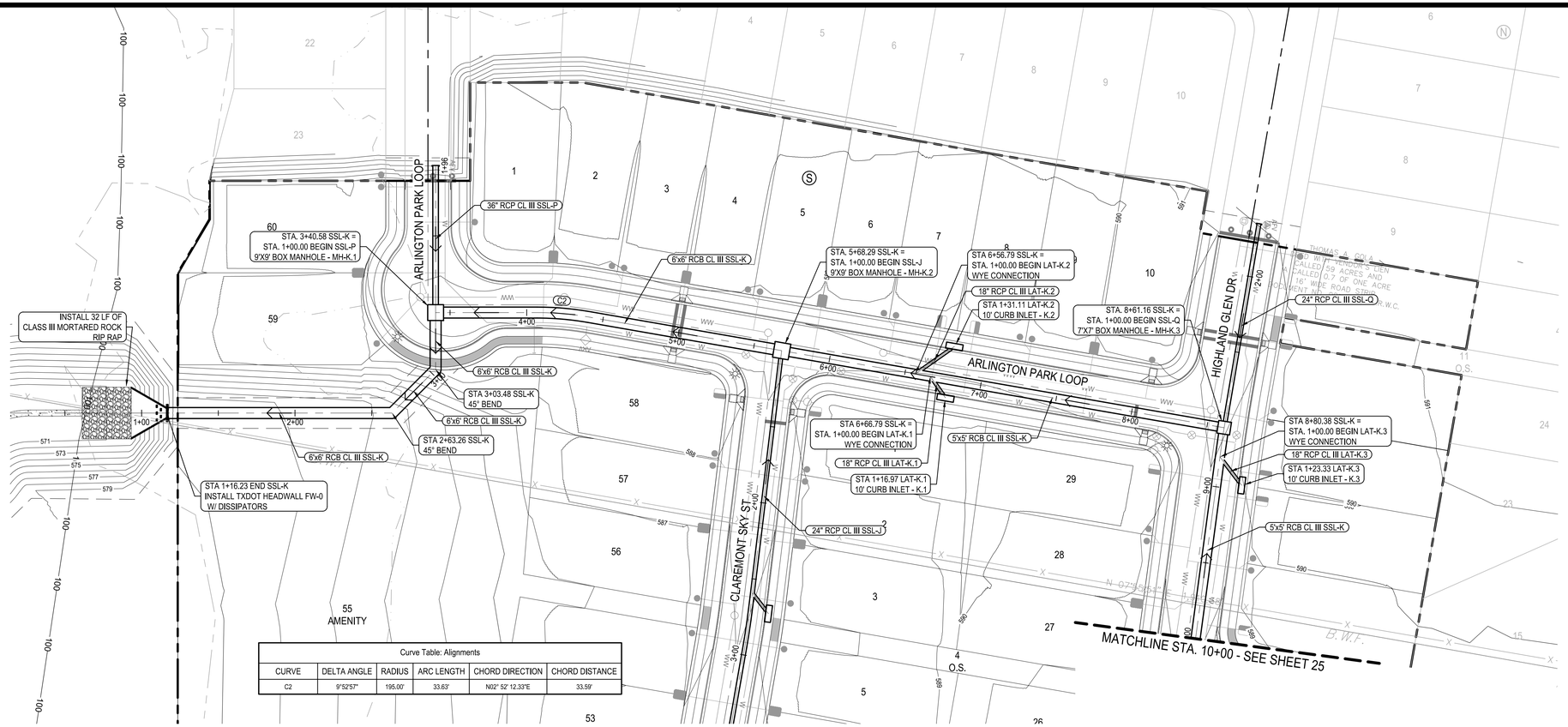
SSL-J PLAN AND PROFILE (1+00 TO END)

SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED PROFESSIONAL ENGINEER
06/28/2024

SHEET
23 OF 66

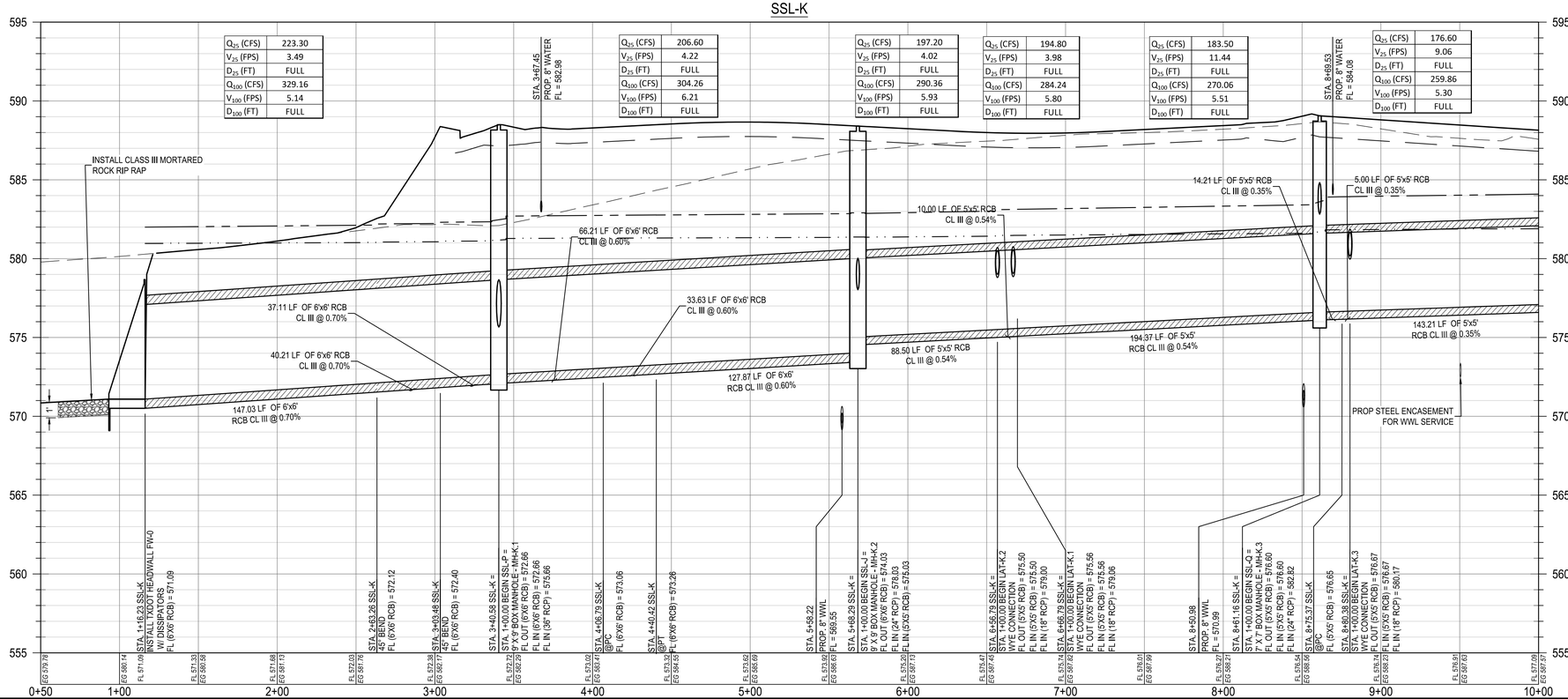
G:\TXC\Projects\Ashton_Woods\9639-00-Gola_Ph_2\LDI01_CADD\01_Shts\C-SP-STRM-P&P-PH-2.dwg Layout: SSL-J PLAN AND PROFILE (1+00 TO END) Plotted: 6/11/2024 2:33:37 PM



Curve Table: Alignments

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD DISTANCE
C2	9°52'57"	195.00'	33.63'	N02° 52' 12.33"E	33.59'

SSL-K



0 20' 40' 80'
SCALE: 1" = 40'

LEGEND

- PROPERTY BOUNDARY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- STORM SEWER FLOW DIRECTION
- PROPOSED JUNCTION BOX
- PROPOSED CURB INLET

NOTES:
1. ALL INLET WYE CONNECTIONS TO BE 45 DEGREES UNLESS OTHERWISE NOTED.

PROFILE LEGEND

- PROPOSED GRADE
- PROPOSED SUBGRADE
- EXISTING GRADE
- 100 YEAR HGL LINE
- 25 YEAR HGL LINE
- PROPOSED STORM LINE
- PROPOSED STORM CURB INLET
- PROPOSED STORM MANHOLE
- PROPOSED STORM BOX MANHOLE

APR	DATE	DESCRIPTION	REV
		RECORD DRAWING	

DESIGNED BY: DAZ
REVIEWED BY: TMH
DRAWN BY: DAZ

BGE, INC.
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TBPE Registration No. F-1046
TEL: 512-879-0400 www.brwngay.com

GOLA, PHASE II
HUTTO, TEXAS

SSL-K PLAN AND PROFILE (1+00 TO 10+00)

SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED
PROFESSIONAL ENGINEER
06/28/2024

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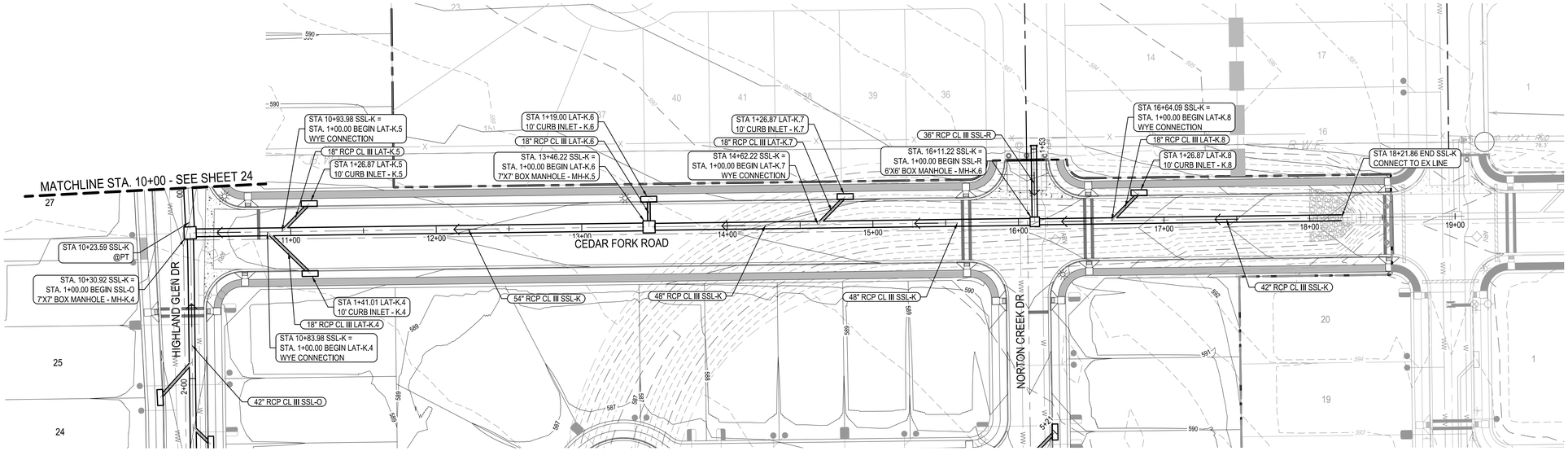
Reviewed for Substantial Conformance by City of Hutto
Matt Rector, P.E.
City Engineer
Engineering - City of Hutto
08/29/2024

SHEET
24 OF 66

G:\TX\CIP\projects\Ashton_Woods\9639-00-Gola_Ph_2\LD\01_CADD\01_Sheets\C-SP-STRM-PKP-PH-2.dwg Layout: SSL-K PLAN AND PROFILE (1+00 TO 10+00) Plotted: 6/11/2024 2:33:49 PM

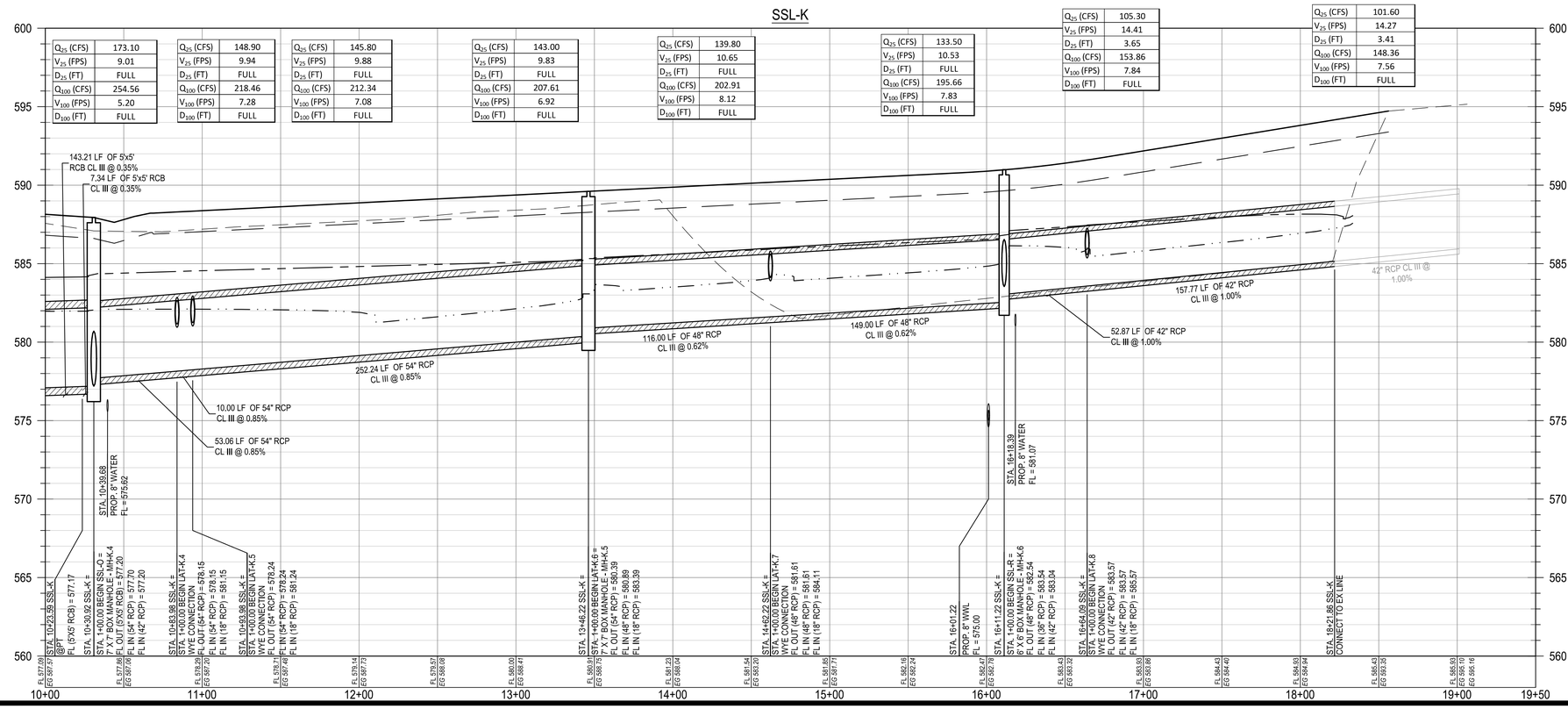


0 20' 40' 80'
SCALE: 1" = 40'

LEGEND

- PROPERTY BOUNDARY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- STORM SEWER FLOW DIRECTION
- PROPOSED JUNCTION BOX
- PROPOSED CURB INLET

NOTES:
1. ALL INLET WYE CONNECTIONS TO BE 45 DEGREES UNLESS OTHERWISE NOTED.



Q_{25} (CFS)	173.10
V_{25} (FPS)	9.01
D_{25} (FT)	FULL
Q_{100} (CFS)	254.56
V_{100} (FPS)	5.20
D_{100} (FT)	FULL

Q_{25} (CFS)	148.90
V_{25} (FPS)	9.94
D_{25} (FT)	FULL
Q_{100} (CFS)	218.46
V_{100} (FPS)	7.28
D_{100} (FT)	FULL

Q_{25} (CFS)	145.80
V_{25} (FPS)	9.88
D_{25} (FT)	FULL
Q_{100} (CFS)	212.34
V_{100} (FPS)	7.08
D_{100} (FT)	FULL

Q_{25} (CFS)	143.00
V_{25} (FPS)	9.83
D_{25} (FT)	FULL
Q_{100} (CFS)	207.61
V_{100} (FPS)	6.92
D_{100} (FT)	FULL

Q_{25} (CFS)	139.80
V_{25} (FPS)	10.65
D_{25} (FT)	FULL
Q_{100} (CFS)	202.91
V_{100} (FPS)	8.12
D_{100} (FT)	FULL

Q_{25} (CFS)	133.50
V_{25} (FPS)	10.53
D_{25} (FT)	FULL
Q_{100} (CFS)	195.66
V_{100} (FPS)	7.83
D_{100} (FT)	FULL

Q_{25} (CFS)	105.30
V_{25} (FPS)	14.41
D_{25} (FT)	3.65
Q_{100} (CFS)	153.86
V_{100} (FPS)	7.84
D_{100} (FT)	FULL

Q_{25} (CFS)	101.60
V_{25} (FPS)	14.27
D_{25} (FT)	3.41
Q_{100} (CFS)	148.36
V_{100} (FPS)	7.56
D_{100} (FT)	FULL

PROFILE LEGEND

- PROPOSED GRADE
- PROPOSED SUBGRADE
- EXISTING GRADE
- 100 YEAR HGL LINE
- 25 YEAR HGL LINE
- PROPOSED STORM LINE
- PROPOSED STORM CURB INLET
- PROPOSED STORM MANHOLE
- PROPOSED STORM BOX MANHOLE

FOR OFFICIAL USE ONLY

Reviewed for Substantial Conformance by City of Hutto

HUTTO

Matt Reiner, P.E.
City Engineer
Engineering - City of Hutto

08/29/2024

APR	DATE	DESCRIPTION
		RECORD DRAWING
REV		

DESIGNED BY: DAZ
REVIEWED BY: TMH
DRAWN BY: DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.browngay.com

GOLA, PHASE II
HUTTO, TEXAS

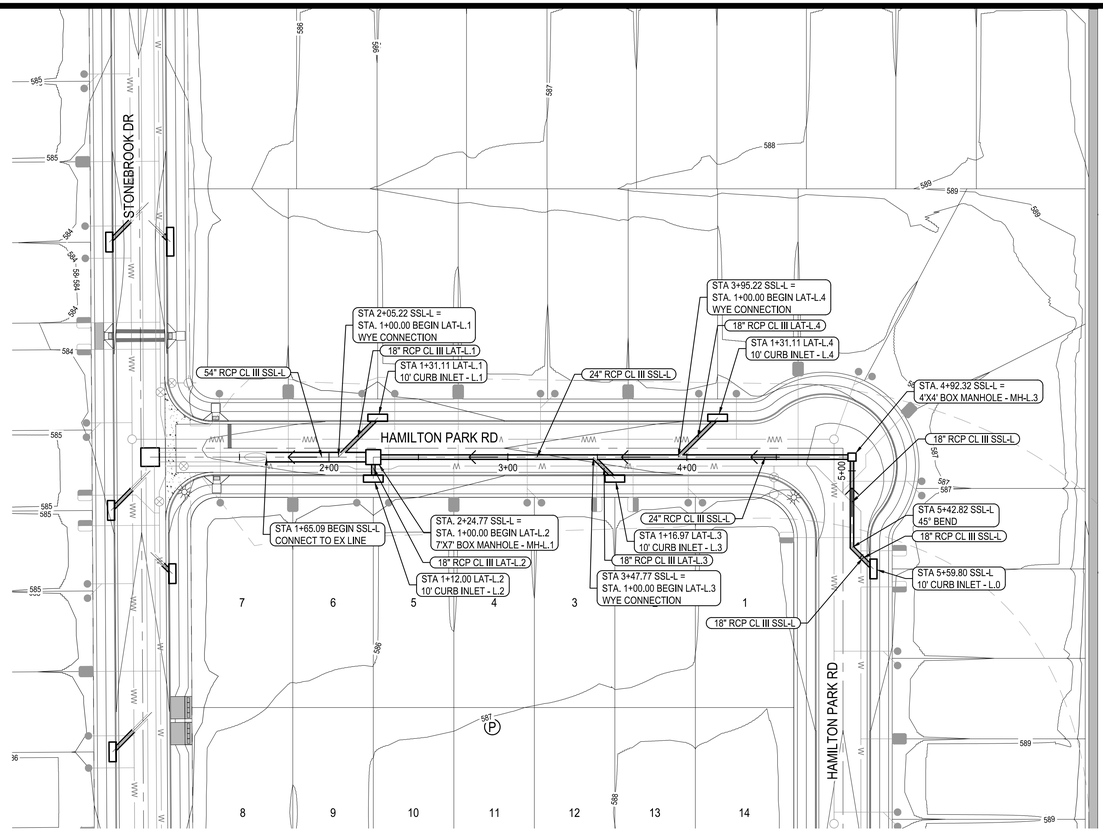
SSL-K PLAN AND PROFILE (10+00 T0 END)

SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED PROFESSIONAL ENGINEER
06/28/2024

SHEET
25 OF 66

G:\TXC\Projects\Ashton_Woods\9639-00-Gola_Ph_2\LD\01_CADD\01_Shts\C-SP-STRM-P&P-PH-2.dwg Layout: SSL-K PLAN AND PROFILE (10+00 T0 END) Plotted: 6/11/2024 2:34:06 PM



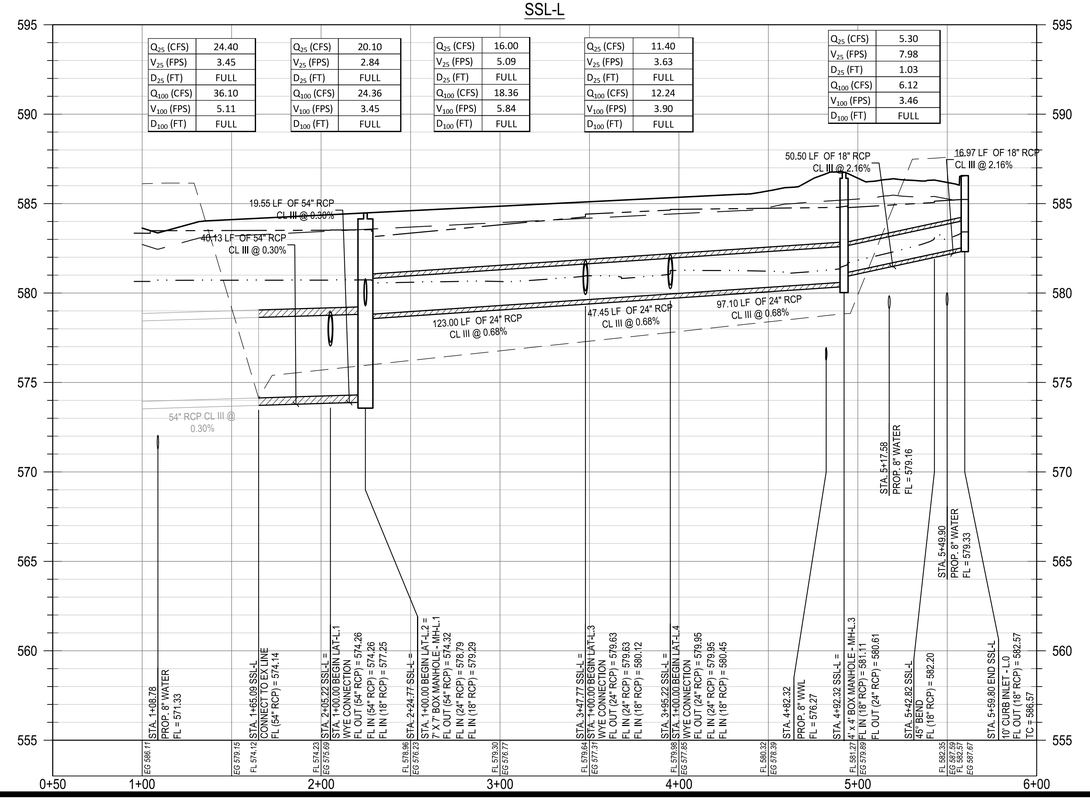
0 20' 40' 80'

SCALE: 1" = 40'

LEGEND

- PROPERTY BOUNDARY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- STORM SEWER FLOW DIRECTION
- PROPOSED JUNCTION BOX
- PROPOSED CURB INLET

NOTES:
1. ALL INLET WYE CONNECTIONS TO BE 45 DEGREES UNLESS OTHERWISE NOTED.



PROFILE LEGEND

- PROPOSED GRADE
- PROPOSED SUBGRADE
- EXISTING GRADE
- 100 YEAR HGL LINE
- 25 YEAR HGL LINE
- PROPOSED STORM LINE
- PROPOSED STORM CURB INLET
- PROPOSED STORM MANHOLE
- PROPOSED STORM BOX MANHOLE

FOR OFFICIAL USE ONLY

Reviewed for Substantial Conformance by City of Hutto

Matt Reiter, P.E.
City Engineer
Engineering - City of Hutto

08/29/2024

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	DATE
RECORD DRAWING	DESCRIPTION
	REV
DESIGNED BY:	DAZ
REVIEWED BY:	TMH
DRAWN BY:	DAZ

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AUSTIN, TX 78744
TBPE Registration No. F-1046
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GOLA, PHASE II
HUTTO, TEXAS

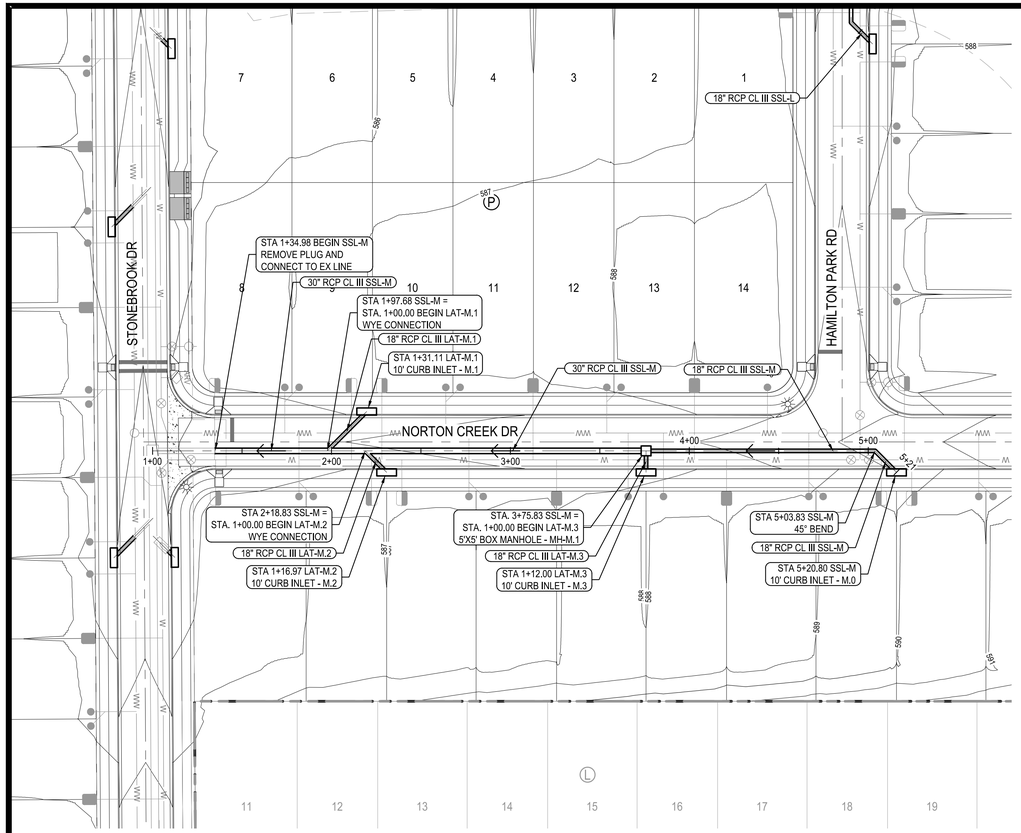
SSL-L PLAN AND PROFILE (1+00 TO END)

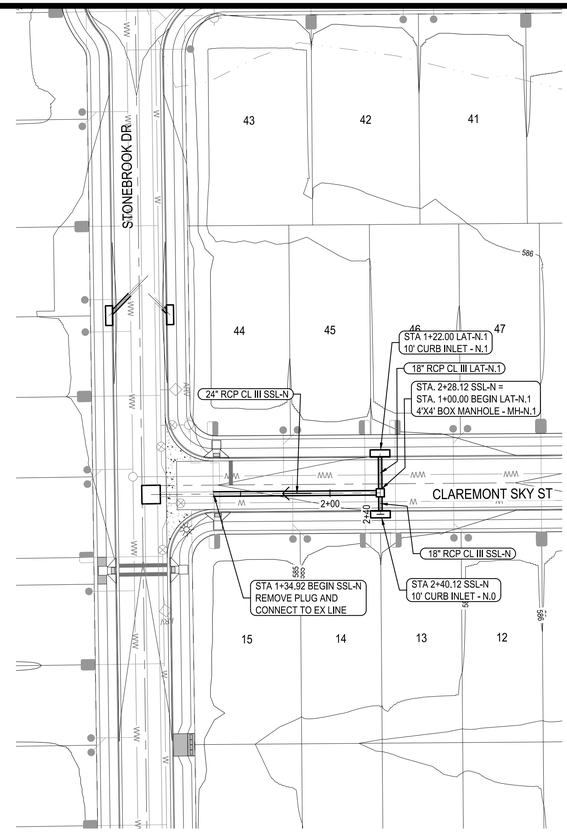
SUBMITTAL DATE: 11-30-2022

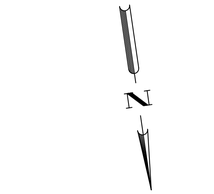
STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED PROFESSIONAL ENGINEER
06/28/2024

SHEET
26 OF 66

G:\TXC\Projects\Ashton_Woods\96939-00-Gola_Ph_2\LDI01_CADD\01_Sht\C-SP-STRM-P&P-PH-2.dwg Layout: SSL-L PLAN AND PROFILE (1+00 TO END) Plotted: 6/11/2024 2:34:18 PM







LEGEND

- PROPERTY BOUNDARY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- STORM SEWER FLOW DIRECTION
- PROPOSED JUNCTION BOX
- PROPOSED CURB INLET

NOTES:
1. ALL INLET WYE CONNECTIONS TO BE 45 DEGREES UNLESS OTHERWISE NOTED.

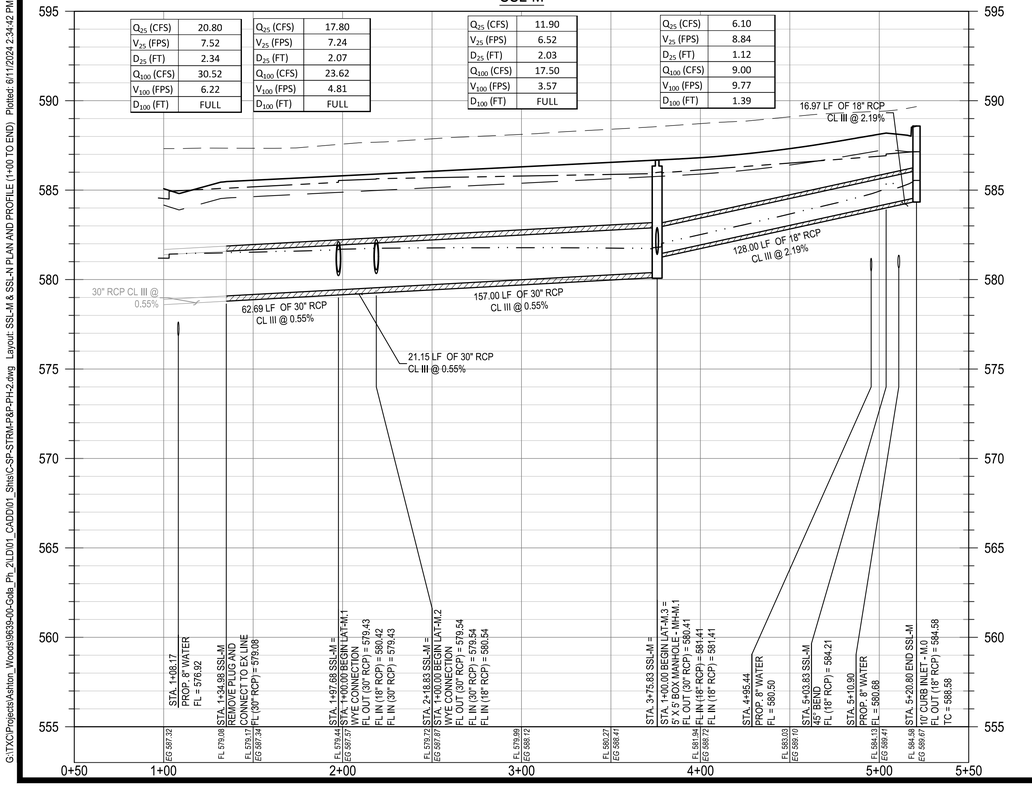
SSL-M

Q_{25} (CFS)	20.80
V_{25} (FPS)	7.52
D_{25} (FT)	2.34
Q_{100} (CFS)	30.52
V_{100} (FPS)	6.22
D_{100} (FT)	FULL

Q_{25} (CFS)	17.80
V_{25} (FPS)	7.24
D_{25} (FT)	2.07
Q_{100} (CFS)	23.62
V_{100} (FPS)	4.81
D_{100} (FT)	FULL

Q_{25} (CFS)	11.90
V_{25} (FPS)	6.52
D_{25} (FT)	2.03
Q_{100} (CFS)	17.50
V_{100} (FPS)	3.57
D_{100} (FT)	FULL

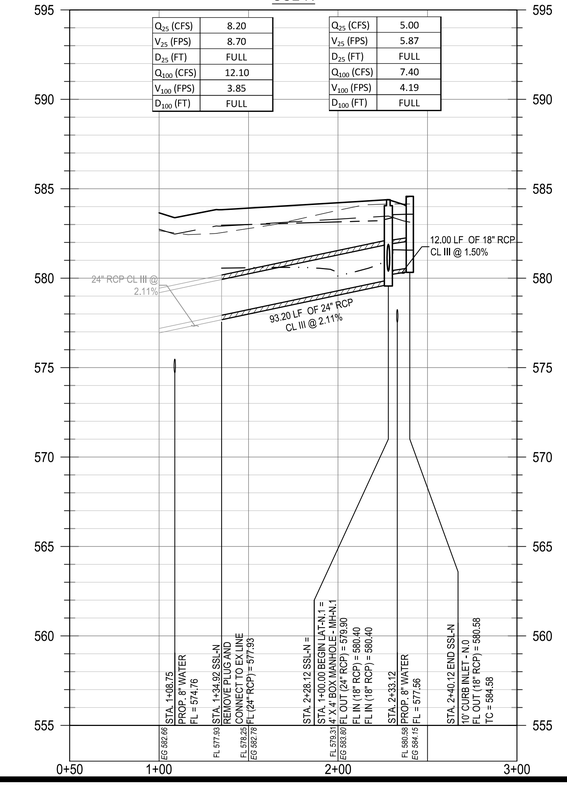
Q_{25} (CFS)	6.10
V_{25} (FPS)	8.84
D_{25} (FT)	1.12
Q_{100} (CFS)	9.00
V_{100} (FPS)	9.77
D_{100} (FT)	1.39



SSL-N

Q_{25} (CFS)	8.20
V_{25} (FPS)	8.70
D_{25} (FT)	FULL
Q_{100} (CFS)	12.10
V_{100} (FPS)	3.85
D_{100} (FT)	FULL

Q_{25} (CFS)	5.00
V_{25} (FPS)	5.87
D_{25} (FT)	FULL
Q_{100} (CFS)	7.40
V_{100} (FPS)	4.19
D_{100} (FT)	FULL



PROFILE LEGEND

- PROPOSED GRADE
- PROPOSED SUBGRADE
- EXISTING GRADE
- 100 YEAR HGL LINE
- 25 YEAR HGL LINE
- PROPOSED STORM LINE
- PROPOSED STORM CURB INLET
- PROPOSED STORM MANHOLE
- PROPOSED STORM BOX MANHOLE

FOR OFFICIAL USE ONLY

Reviewed for Substantial Conformance by City of Hutto

Matt Becker, P.E.
City Engineer
Engineering - City of Hutto

08/29/2024

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RECORD DRAWING	DESCRIPTION
	REV
DESIGNED BY:	DAZ
REVIEWED BY:	TMH
DRAWN BY:	DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
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GOLA, PHASE II
HUTTO, TEXAS

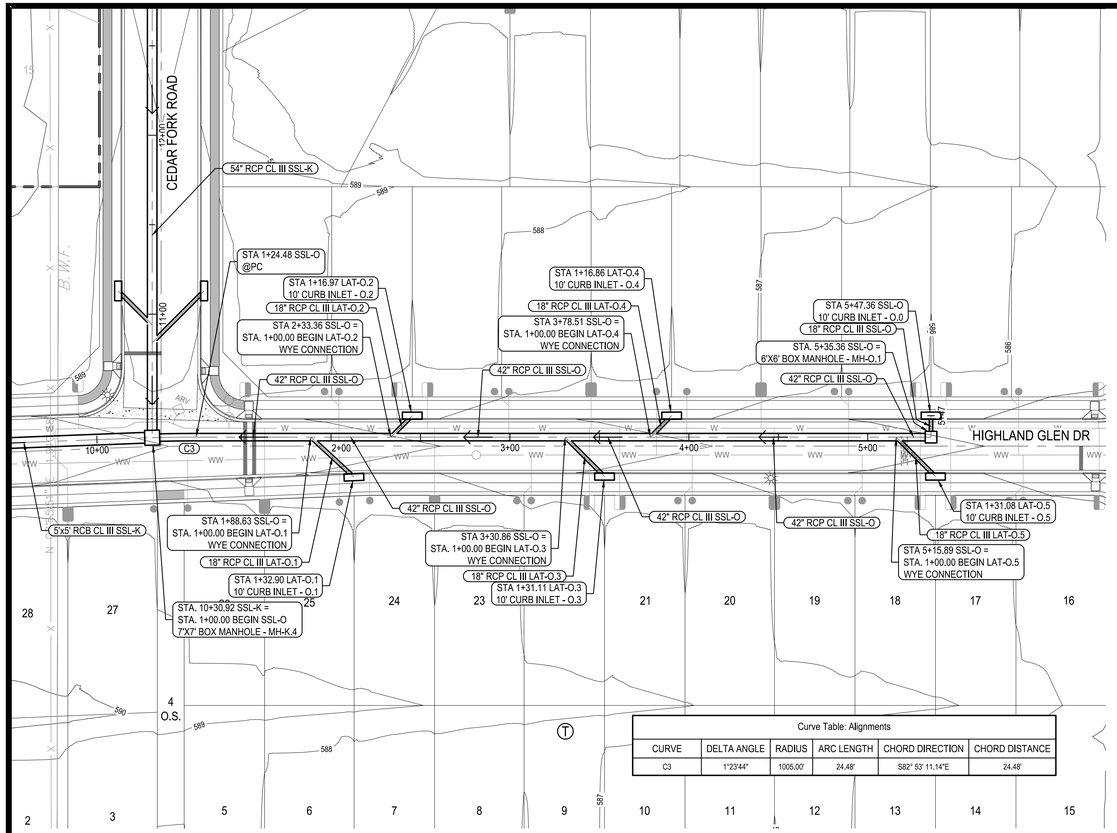
SSL-M & SSL-N PLAN AND PROFILE (1+00 TO END)

SUBMITTAL DATE: 11-30-2022

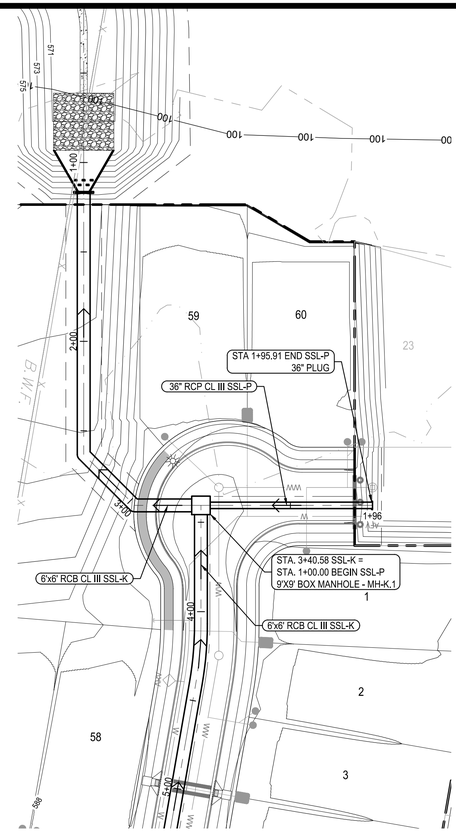
STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED PROFESSIONAL ENGINEER
06/28/2024

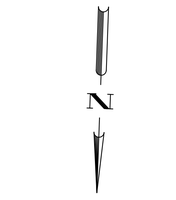
SHEET
27 OF 66

G:\TXC\Projects\Ashton_Woods\96939-00-Gola_Ph_2\LDI\01_CADD\01_Shts\C-SP-STRM-P&P-PH-2.dwg, Layout: SSL-M & SSL-N PLAN AND PROFILE (1+00 TO END), Plotted: 6/11/2024 2:34:42 PM



Curve Table: Alignments					
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD DISTANCE
C3	1°23'44"	1005.00'	24.48'	S82° 53' 11.14"E	24.48'





LEGEND

- PROPERTY BOUNDARY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
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- STORM SEWER FLOW DIRECTION
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NOTES:
1. ALL INLET WYE CONNECTIONS TO BE 45 DEGREES UNLESS OTHERWISE NOTED.

SSL-O

Q_{25} (CFS)	24.20
V_{25} (FPS)	1.93
D_{25} (FT)	FULL
Q_{100} (CFS)	36.10
V_{100} (FPS)	2.87
D_{100} (FT)	FULL

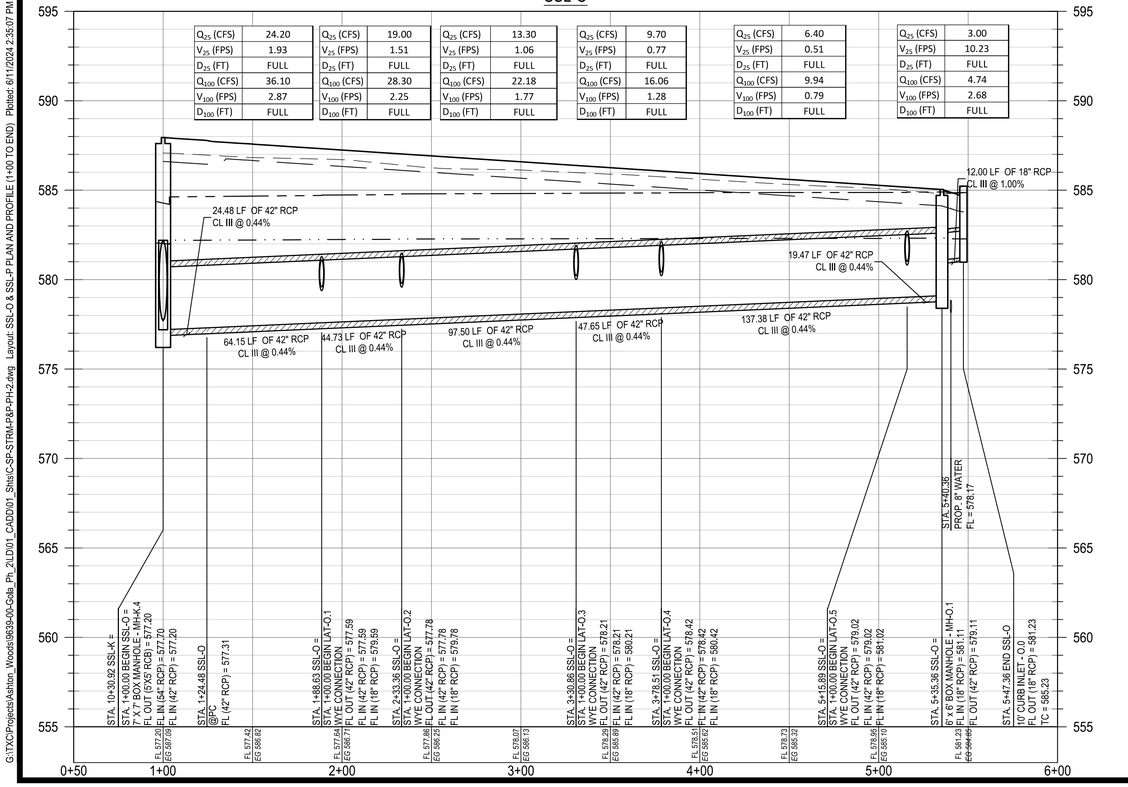
Q_{25} (CFS)	19.00
V_{25} (FPS)	1.51
D_{25} (FT)	FULL
Q_{100} (CFS)	28.30
V_{100} (FPS)	2.25
D_{100} (FT)	FULL

Q_{25} (CFS)	13.30
V_{25} (FPS)	1.06
D_{25} (FT)	FULL
Q_{100} (CFS)	22.18
V_{100} (FPS)	1.77
D_{100} (FT)	FULL

Q_{25} (CFS)	9.70
V_{25} (FPS)	0.77
D_{25} (FT)	FULL
Q_{100} (CFS)	16.06
V_{100} (FPS)	1.28
D_{100} (FT)	FULL

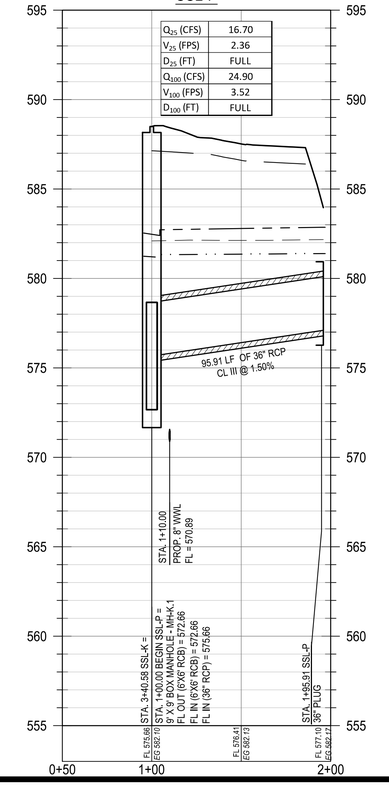
Q_{25} (CFS)	6.40
V_{25} (FPS)	0.51
D_{25} (FT)	FULL
Q_{100} (CFS)	9.94
V_{100} (FPS)	0.79
D_{100} (FT)	FULL

Q_{25} (CFS)	3.00
V_{25} (FPS)	10.23
D_{25} (FT)	FULL
Q_{100} (CFS)	4.74
V_{100} (FPS)	2.68
D_{100} (FT)	FULL



SSL-P

Q_{25} (CFS)	16.70
V_{25} (FPS)	2.36
D_{25} (FT)	FULL
Q_{100} (CFS)	24.90
V_{100} (FPS)	3.52
D_{100} (FT)	FULL



PROFILE LEGEND

- PROPOSED GRADE
- PROPOSED SUBGRADE
- EXISTING GRADE
- 100 YEAR HGL LINE
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FOR OFFICIAL USE ONLY

Reviewed for Substantial Conformance by City of Hutto

Matt Reiter, P.E.
City Engineer
Engineering - City of Hutto

08/29/2024

	APR
	DATE
RECORD DRAWING	DESCRIPTION
	REV
DESIGNED BY:	DAZ
REVIEWED BY:	TMH
DRAWN BY:	DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.browngay.com

GOLA, PHASE II
HUTTO, TEXAS

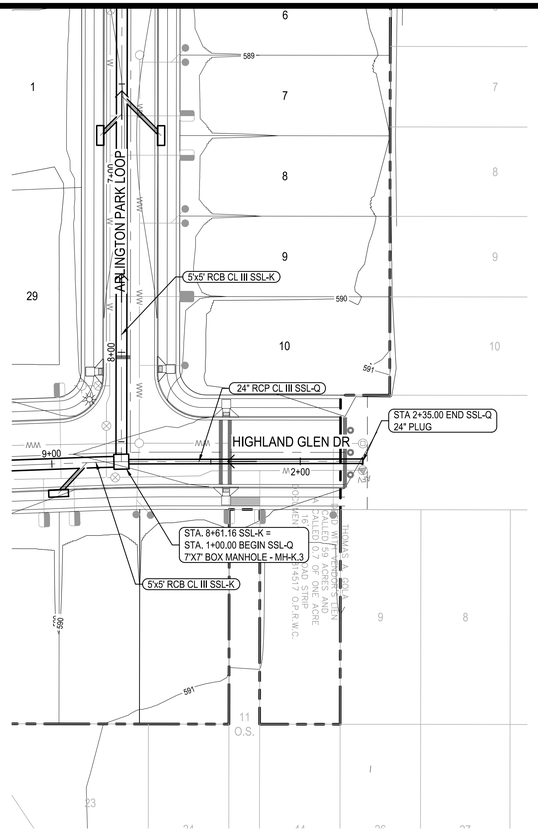
SSL-O & SSL-P PLAN AND PROFILE (1+00 TO END)

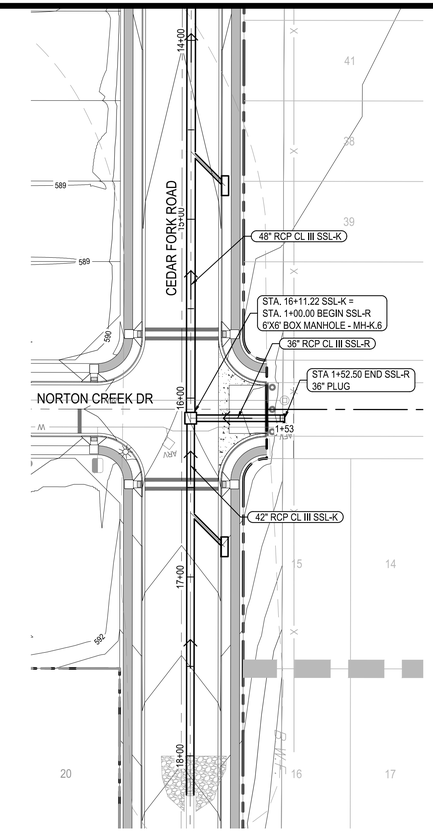
SUBMITTAL DATE: 11-30-2022

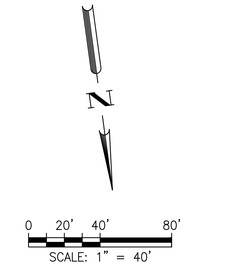
STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED PROFESSIONAL ENGINEER
06/28/2024

SHEET
28 OF 66

G:\TXC\Projects\Ashton_Woods\9639-00-Gola_Ph_2\LDI\01_CADD\01_Shts\C-SP-STRM-P&P-PH2.dwg, Layout: SSL-O & SSL-P PLAN AND PROFILE (1+00 TO END) Plotted: 6/11/2024 2:35:07 PM







LEGEND

- PROPERTY BOUNDARY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
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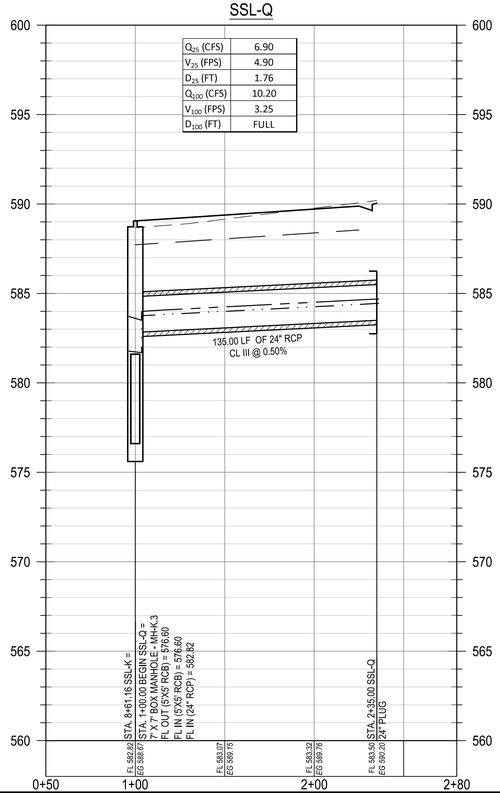
NOTES:
1. ALL INLET WYE CONNECTIONS TO BE 45 DEGREES UNLESS OTHERWISE NOTED.

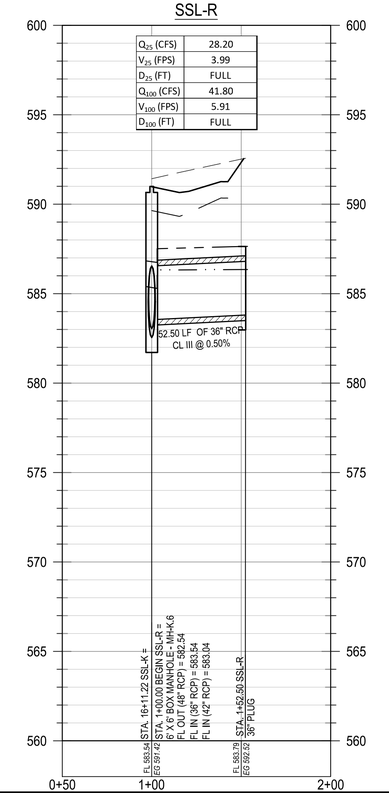
SSL-Q

Q_{25} (CFS)	6.90
V_{25} (FPS)	4.90
D_{25} (FT)	1.76
Q_{100} (CFS)	10.20
V_{100} (FPS)	3.25
D_{100} (FT)	FULL



SSL-R

Q_{25} (CFS)	28.20
V_{25} (FPS)	3.99
D_{25} (FT)	FULL
Q_{100} (CFS)	41.80
V_{100} (FPS)	5.91
D_{100} (FT)	FULL



PROFILE LEGEND

- PROPOSED GRADE
- PROPOSED SUBGRADE
- EXISTING GRADE
- 100 YEAR HGL LINE
- 25 YEAR HGL LINE
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Engineering - City of Hutto

08/29/2024

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GOLA, PHASE II
HUTTO, TEXAS

SSL-Q & SSL-R PLAN AND PROFILE (1+00 TO END)

SUBMITTAL DATE: 11-30-2022

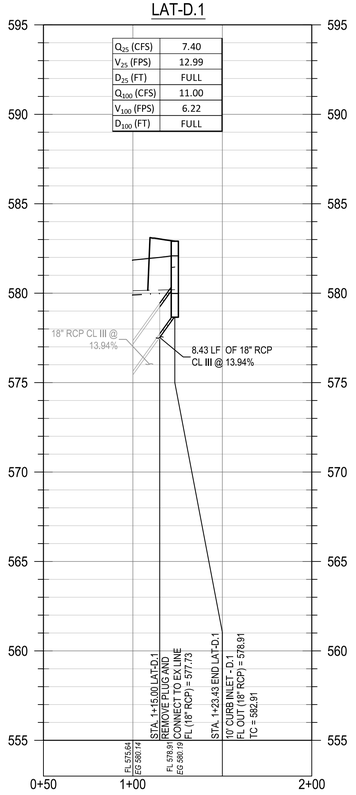
STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED PROFESSIONAL ENGINEER
06/28/2024

SHEET
29 OF 66

G:\TXC\Projects\Ashton_Woods\96939-00-Gola_Ph_2\LDI\01_CADD\01_Shts\C-SP-STRM-P&P-PH-2.dwg Layout: SSL-Q & SSL-R PLAN AND PROFILE (1+00 TO END) Plotted: 6/11/2024 2:35:34 PM

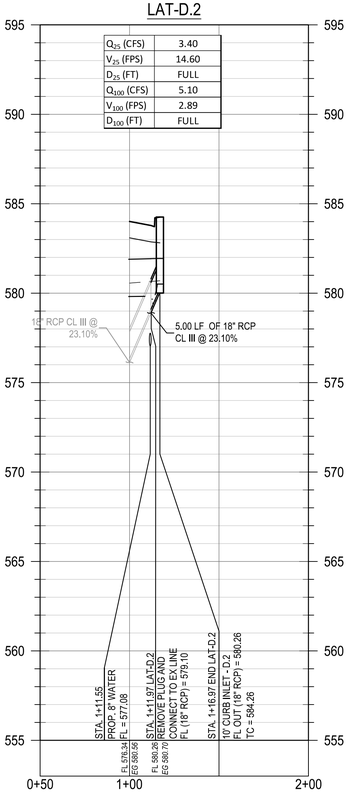
LAT-D.1

Q_{25} (CFS)	7.40
V_{25} (FPS)	12.99
D_{25} (FT)	FULL
Q_{100} (CFS)	11.00
V_{100} (FPS)	6.22
D_{100} (FT)	FULL



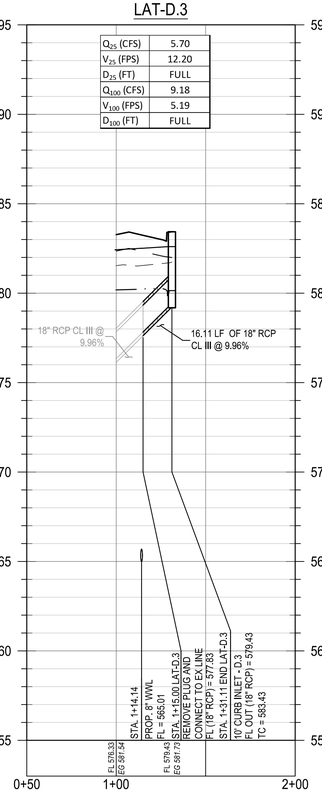
LAT-D.2

Q_{25} (CFS)	3.40
V_{25} (FPS)	14.60
D_{25} (FT)	FULL
Q_{100} (CFS)	5.10
V_{100} (FPS)	2.89
D_{100} (FT)	FULL



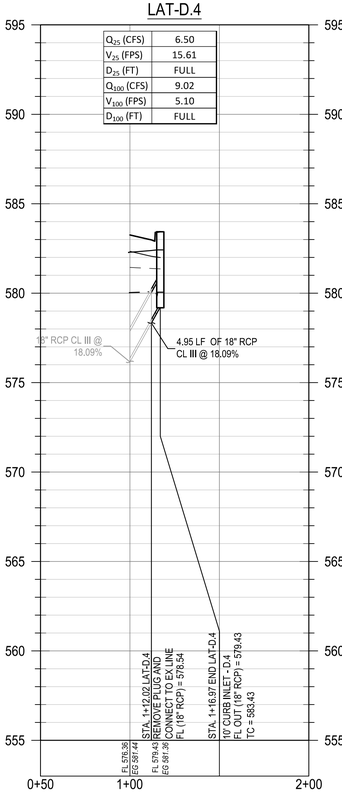
LAT-D.3

Q_{25} (CFS)	5.70
V_{25} (FPS)	12.20
D_{25} (FT)	FULL
Q_{100} (CFS)	9.18
V_{100} (FPS)	5.19
D_{100} (FT)	FULL



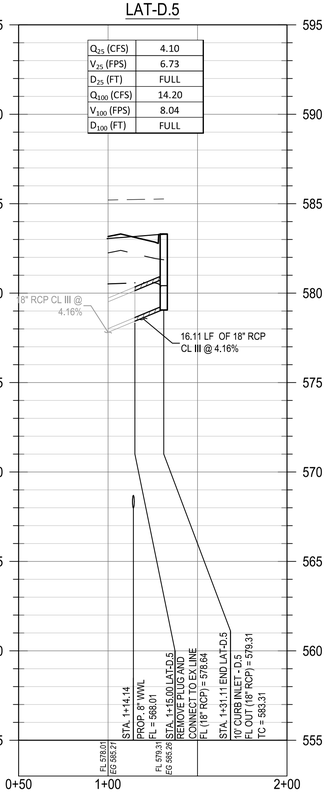
LAT-D.4

Q_{25} (CFS)	6.50
V_{25} (FPS)	15.61
D_{25} (FT)	FULL
Q_{100} (CFS)	9.02
V_{100} (FPS)	5.10
D_{100} (FT)	FULL



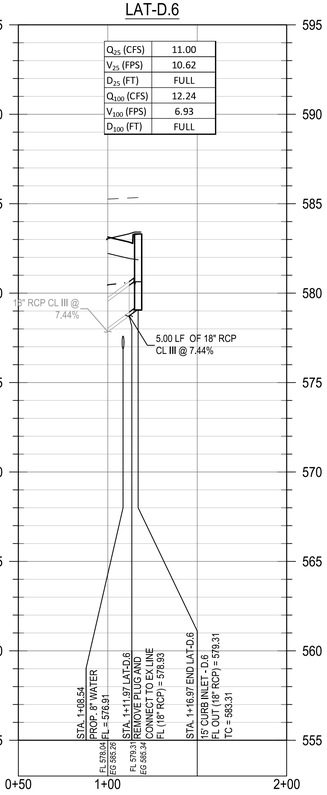
LAT-D.5

Q_{25} (CFS)	4.10
V_{25} (FPS)	6.73
D_{25} (FT)	FULL
Q_{100} (CFS)	14.20
V_{100} (FPS)	8.04
D_{100} (FT)	FULL



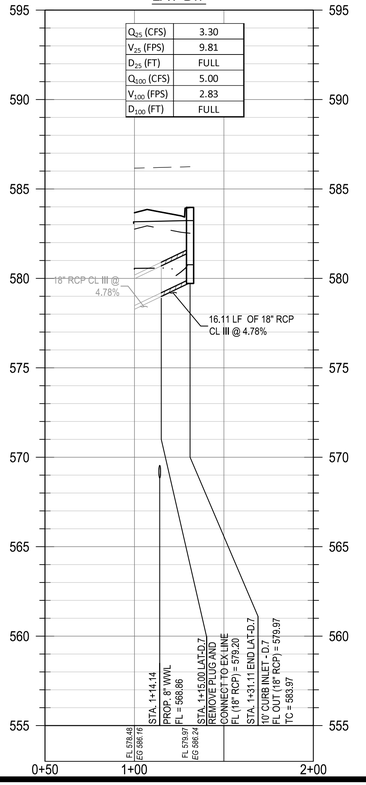
LAT-D.6

Q_{25} (CFS)	11.00
V_{25} (FPS)	10.62
D_{25} (FT)	FULL
Q_{100} (CFS)	12.24
V_{100} (FPS)	6.93
D_{100} (FT)	FULL



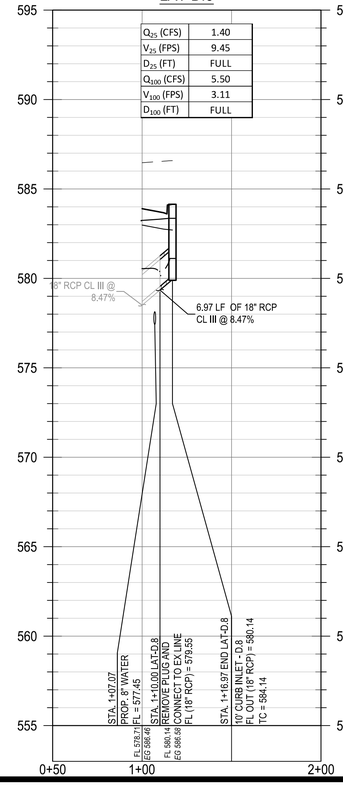
LAT-D.7

Q_{25} (CFS)	3.30
V_{25} (FPS)	9.81
D_{25} (FT)	FULL
Q_{100} (CFS)	5.00
V_{100} (FPS)	2.83
D_{100} (FT)	FULL



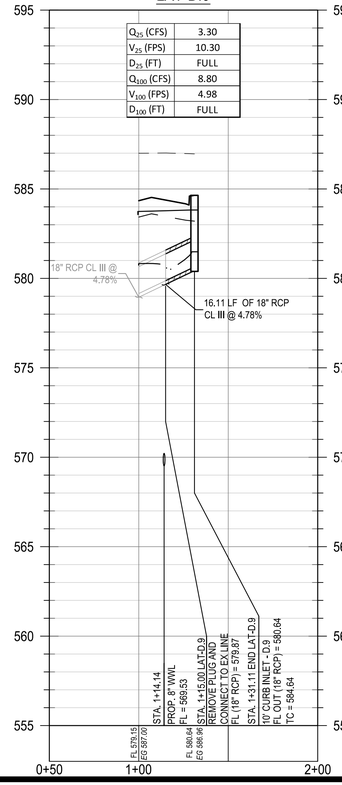
LAT-D.8

Q_{25} (CFS)	1.40
V_{25} (FPS)	9.45
D_{25} (FT)	FULL
Q_{100} (CFS)	5.50
V_{100} (FPS)	3.11
D_{100} (FT)	FULL



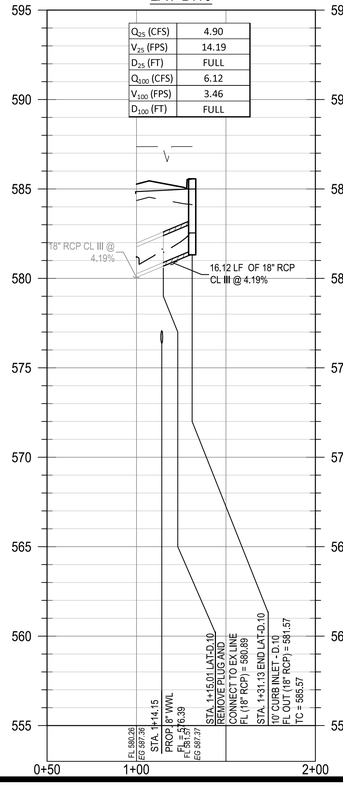
LAT-D.9

Q_{25} (CFS)	3.30
V_{25} (FPS)	10.30
D_{25} (FT)	FULL
Q_{100} (CFS)	8.80
V_{100} (FPS)	4.98
D_{100} (FT)	FULL



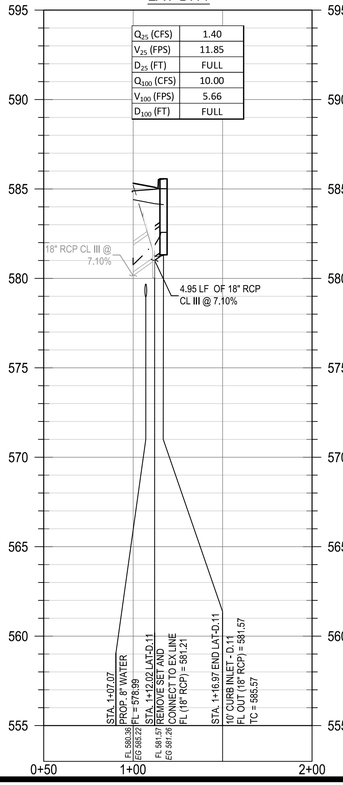
LAT-D.10

Q_{25} (CFS)	4.90
V_{25} (FPS)	14.19
D_{25} (FT)	FULL
Q_{100} (CFS)	6.12
V_{100} (FPS)	3.46
D_{100} (FT)	FULL



LAT-D.11

Q_{25} (CFS)	1.40
V_{25} (FPS)	11.85
D_{25} (FT)	FULL
Q_{100} (CFS)	10.00
V_{100} (FPS)	5.66
D_{100} (FT)	FULL



Reviewed for Substantial Conformance by City of Hutto

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Matt Bertoi #2
City Engineer
Engineering - City of Hutto

08/29/2024

							APR
							DATE
						RECORD DRAWING	DESCRIPTION
△	△	△	△	△	△		REV

DESIGNED BY: DAZ

REVIEWED BY: TMH

DRAWN BY: DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

GOLA, PHASE II
HUTTO, TEXAS

LATS (1 OF 3)

SUBMITTAL DATE: 11-30-2022

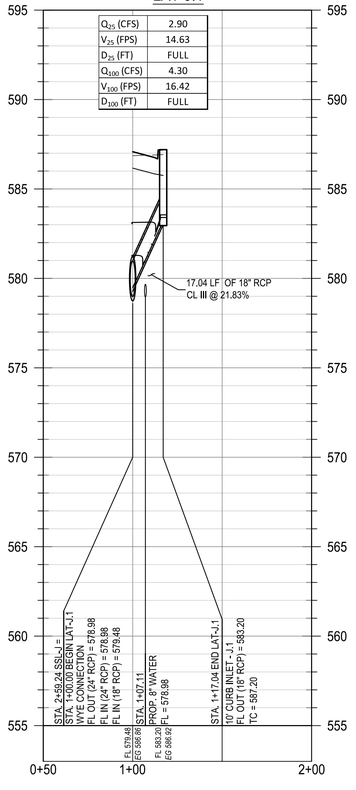
STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED PROFESSIONAL ENGINEER
06/28/2024

SHEET
30 OF 66

G:\TXCD\Projects\Ashton_Woods\9639-00-Gola_Ph_2\LD\01_CADD\01_Shts\C-SP-STRM-P&P-PH-2.dwg Layout: LATS (1 OF 3) Plotted: 6/11/2024 2:35:53 PM

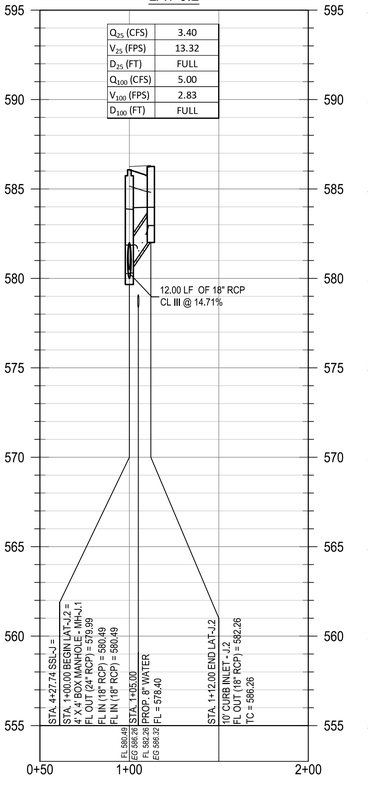
LAT-J.1

Q_{25} (CFS)	2.90
V_{25} (FPS)	14.63
D_{25} (FT)	FULL
Q_{100} (CFS)	4.30
V_{100} (FPS)	16.42
D_{100} (FT)	FULL



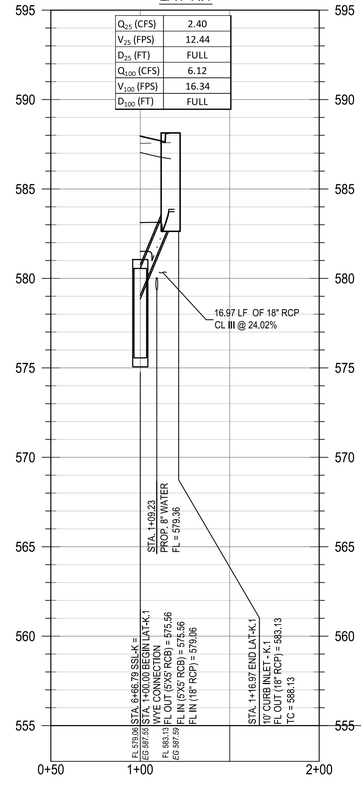
LAT-J.2

Q_{25} (CFS)	3.40
V_{25} (FPS)	13.32
D_{25} (FT)	FULL
Q_{100} (CFS)	5.00
V_{100} (FPS)	2.83
D_{100} (FT)	FULL



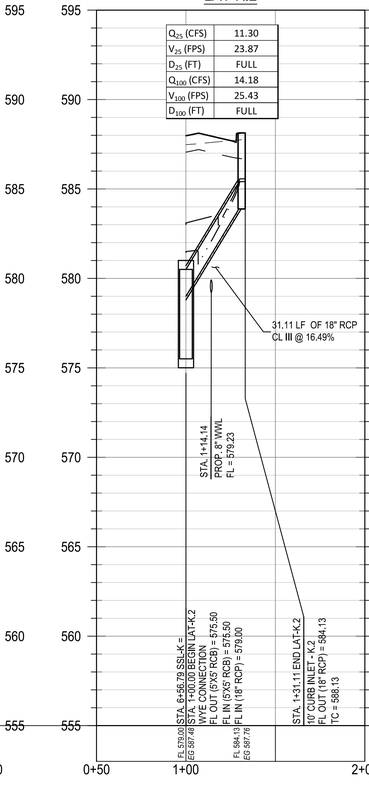
LAT-K.1

Q_{25} (CFS)	2.40
V_{25} (FPS)	12.44
D_{25} (FT)	FULL
Q_{100} (CFS)	6.12
V_{100} (FPS)	16.34
D_{100} (FT)	FULL



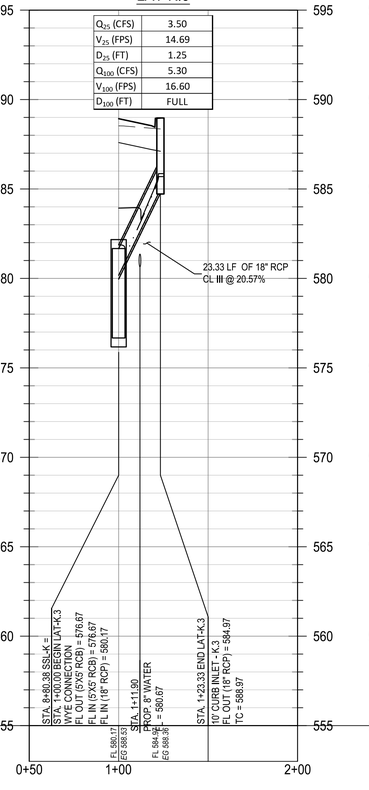
LAT-K.2

Q_{25} (CFS)	11.30
V_{25} (FPS)	23.87
D_{25} (FT)	FULL
Q_{100} (CFS)	14.18
V_{100} (FPS)	25.43
D_{100} (FT)	FULL



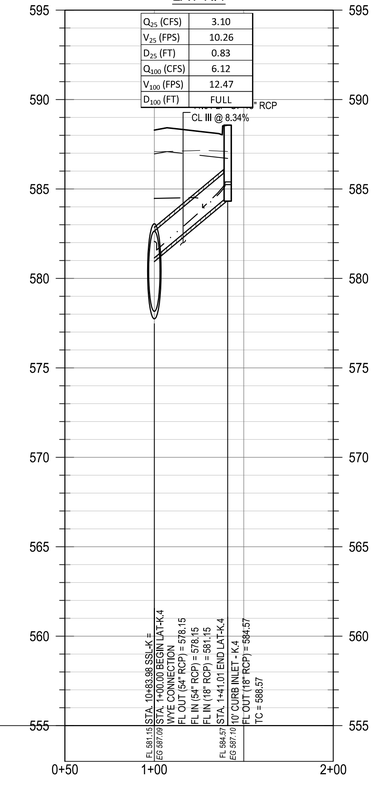
LAT-K.3

Q_{25} (CFS)	3.50
V_{25} (FPS)	14.69
D_{25} (FT)	1.25
Q_{100} (CFS)	5.30
V_{100} (FPS)	16.60
D_{100} (FT)	FULL



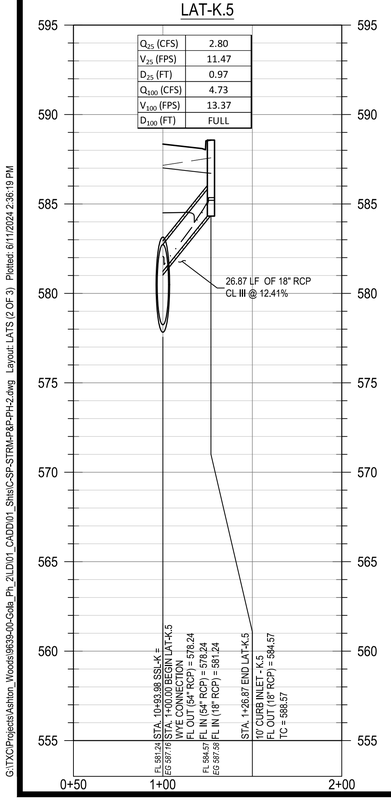
LAT-K.4

Q_{25} (CFS)	3.10
V_{25} (FPS)	10.26
D_{25} (FT)	0.83
Q_{100} (CFS)	6.12
V_{100} (FPS)	12.47
D_{100} (FT)	FULL



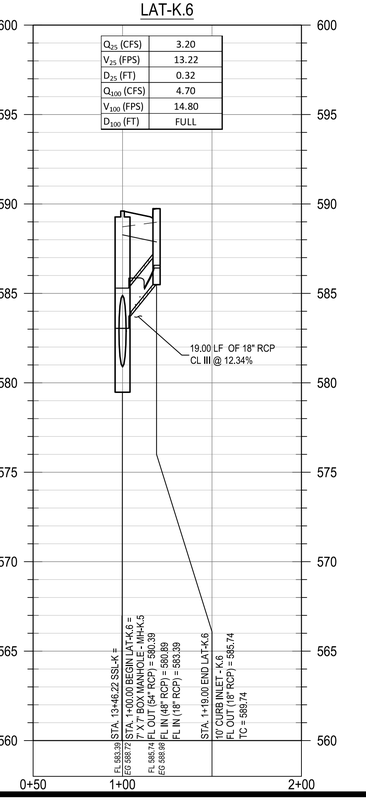
LAT-K.5

Q_{25} (CFS)	2.80
V_{25} (FPS)	11.47
D_{25} (FT)	0.97
Q_{100} (CFS)	4.73
V_{100} (FPS)	13.37
D_{100} (FT)	FULL



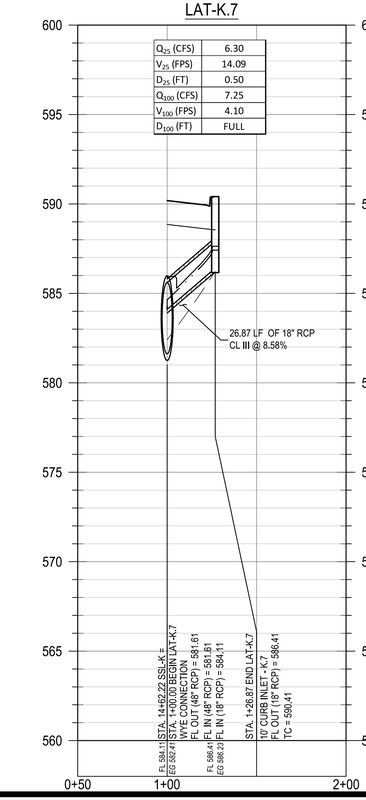
LAT-K.6

Q_{25} (CFS)	3.20
V_{25} (FPS)	13.22
D_{25} (FT)	0.32
Q_{100} (CFS)	4.70
V_{100} (FPS)	14.80
D_{100} (FT)	FULL



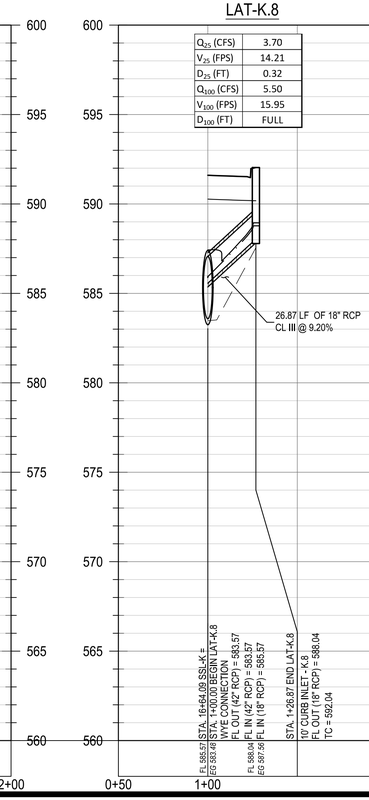
LAT-K.7

Q_{25} (CFS)	6.30
V_{25} (FPS)	14.09
D_{25} (FT)	0.50
Q_{100} (CFS)	7.25
V_{100} (FPS)	4.10
D_{100} (FT)	FULL



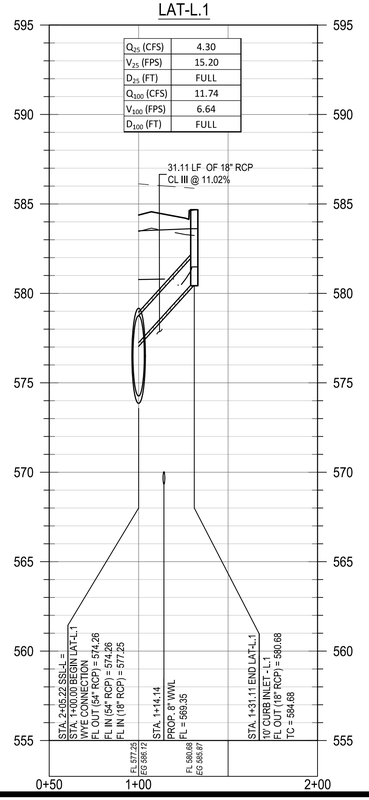
LAT-K.8

Q_{25} (CFS)	3.70
V_{25} (FPS)	14.21
D_{25} (FT)	0.32
Q_{100} (CFS)	5.50
V_{100} (FPS)	15.95
D_{100} (FT)	FULL



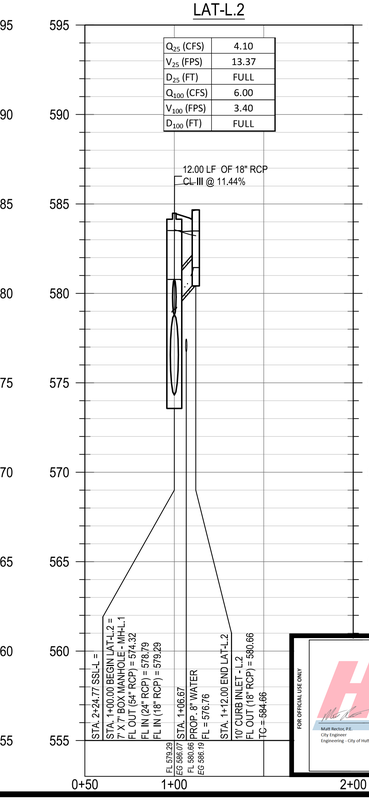
LAT-L.1

Q_{25} (CFS)	4.30
V_{25} (FPS)	15.20
D_{25} (FT)	FULL
Q_{100} (CFS)	11.74
V_{100} (FPS)	6.64
D_{100} (FT)	FULL



LAT-L.2

Q_{25} (CFS)	4.10
V_{25} (FPS)	13.37
D_{25} (FT)	FULL
Q_{100} (CFS)	6.00
V_{100} (FPS)	3.40
D_{100} (FT)	FULL



Reviewed for Substantial Conformance by City of Hutto
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Matt Reckner, P.E.
City Engineer
Engineering - City of Hutto
08/29/2024

	APR	
	DATE	
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	REV	

DESIGNED BY: DAZ
REVIEWED BY: TMH
DRAWN BY: DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512.879.0400 www.brwngay.com

GOLA, PHASE II
HUTTO, TEXAS

LATS (2 OF 3)

SUBMITTAL DATE: 11-30-2022

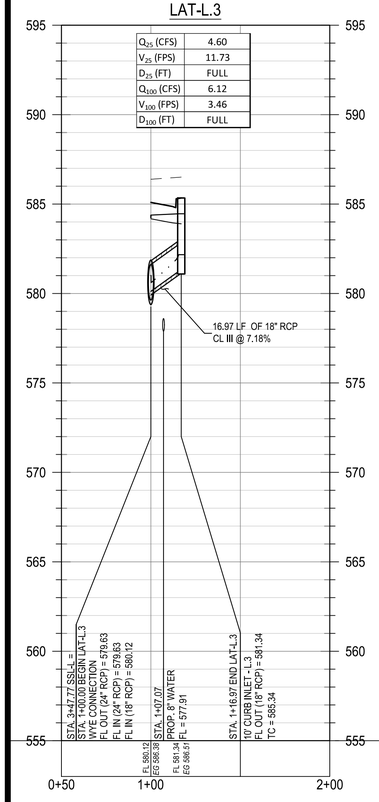
STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED
PROFESSIONAL ENGINEER
06/28/2024

SHEET
31 OF 66

G:\TXCD\Projects\Ashton_Woods\9639-00-Gola_Ph_2\LD\01_CADD\01_Shts\C-SP-STRM-P&P-PH-2.dwg Layout: LATS (2 OF 3) Plotted: 6/11/2024 2:36:19 PM

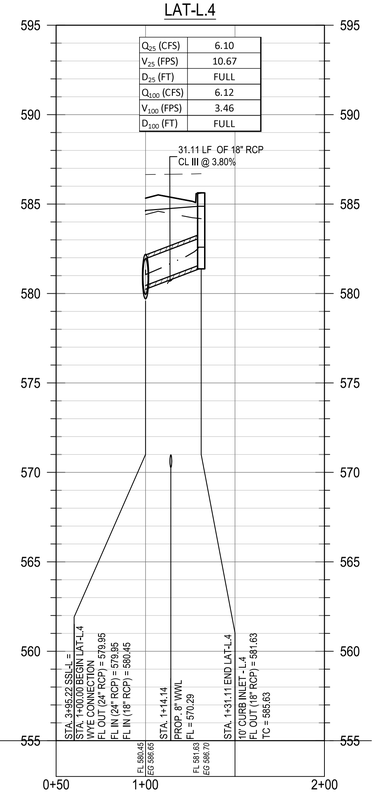
LAT-L.3

Q_{25} (CFS)	4.60
V_{25} (FPS)	11.73
D_{25} (FT)	FULL
Q_{100} (CFS)	6.12
V_{100} (FPS)	3.46
D_{100} (FT)	FULL



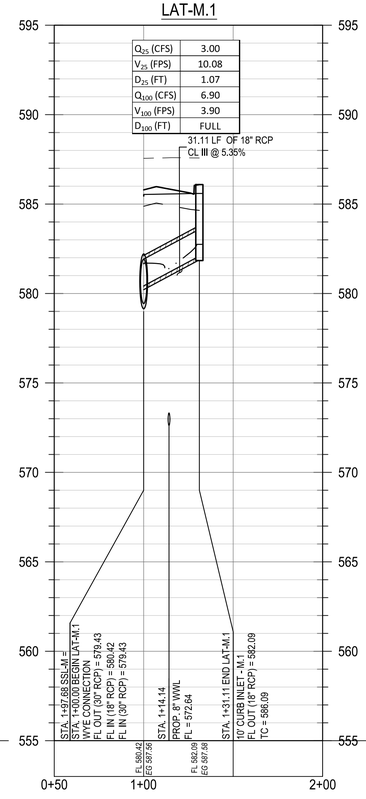
LAT-L.4

Q_{25} (CFS)	6.10
V_{25} (FPS)	10.67
D_{25} (FT)	FULL
Q_{100} (CFS)	6.90
V_{100} (FPS)	3.90
D_{100} (FT)	FULL



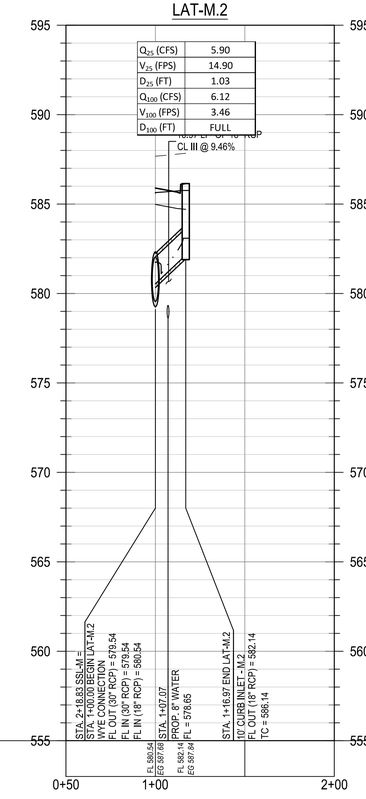
LAT-M.1

Q_{25} (CFS)	3.00
V_{25} (FPS)	10.08
D_{25} (FT)	1.07
Q_{100} (CFS)	6.90
V_{100} (FPS)	3.90
D_{100} (FT)	FULL



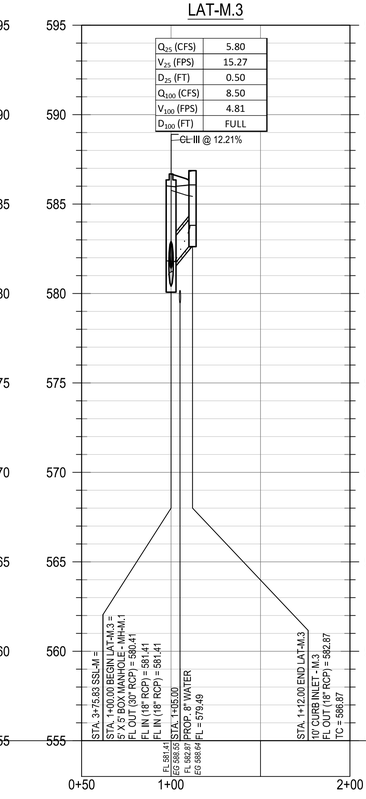
LAT-M.2

Q_{25} (CFS)	5.90
V_{25} (FPS)	14.90
D_{25} (FT)	1.03
Q_{100} (CFS)	6.12
V_{100} (FPS)	3.46
D_{100} (FT)	FULL



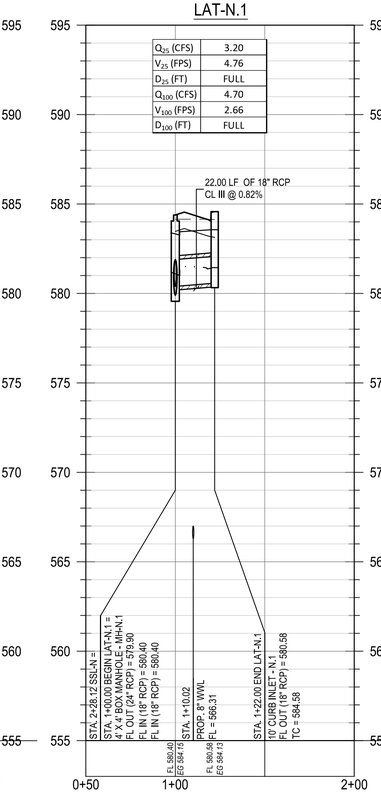
LAT-M.3

Q_{25} (CFS)	5.80
V_{25} (FPS)	15.27
D_{25} (FT)	0.50
Q_{100} (CFS)	8.50
V_{100} (FPS)	4.81
D_{100} (FT)	FULL



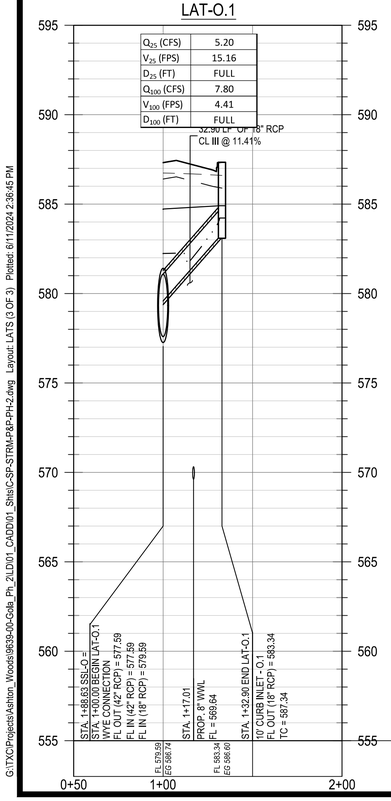
LAT-N.1

Q_{25} (CFS)	3.20
V_{25} (FPS)	4.76
D_{25} (FT)	FULL
Q_{100} (CFS)	4.70
V_{100} (FPS)	2.66
D_{100} (FT)	FULL



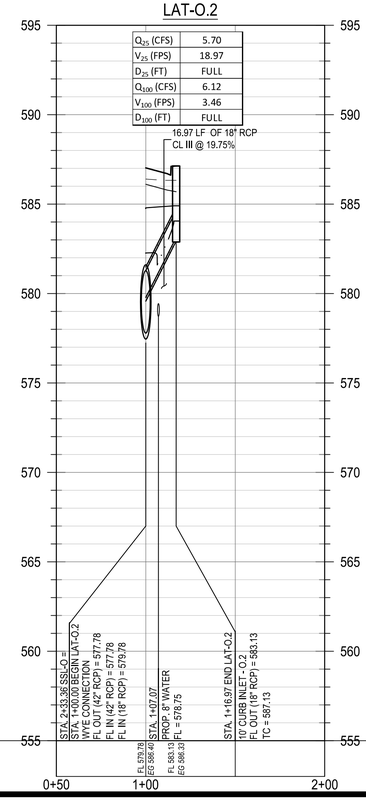
LAT-O.1

Q_{25} (CFS)	5.20
V_{25} (FPS)	15.16
D_{25} (FT)	FULL
Q_{100} (CFS)	7.80
V_{100} (FPS)	4.41
D_{100} (FT)	FULL



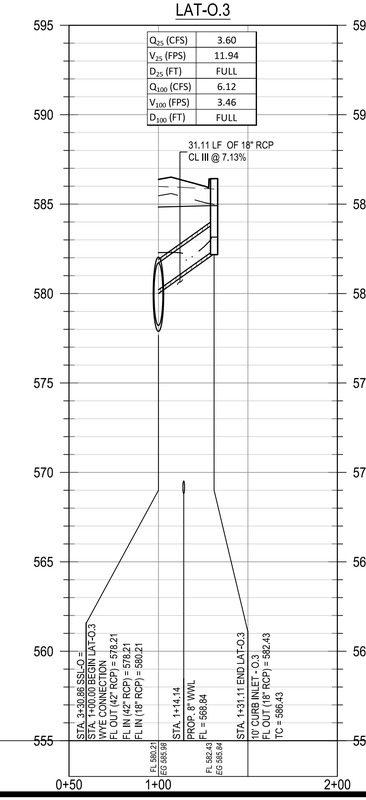
LAT-O.2

Q_{25} (CFS)	5.70
V_{25} (FPS)	18.97
D_{25} (FT)	FULL
Q_{100} (CFS)	6.12
V_{100} (FPS)	3.46
D_{100} (FT)	FULL



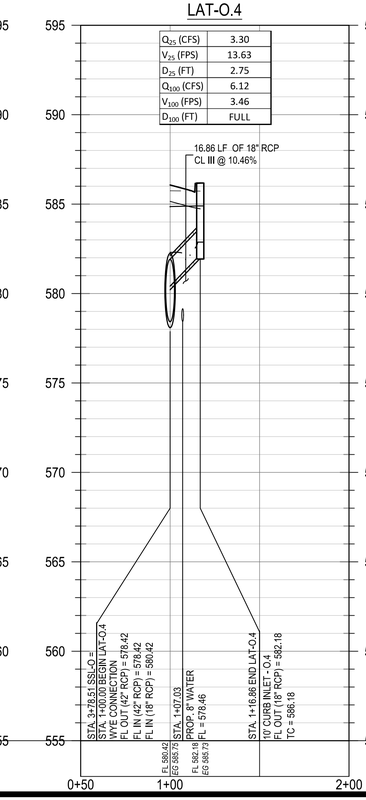
LAT-O.3

Q_{25} (CFS)	3.60
V_{25} (FPS)	11.94
D_{25} (FT)	FULL
Q_{100} (CFS)	6.12
V_{100} (FPS)	3.46
D_{100} (FT)	FULL



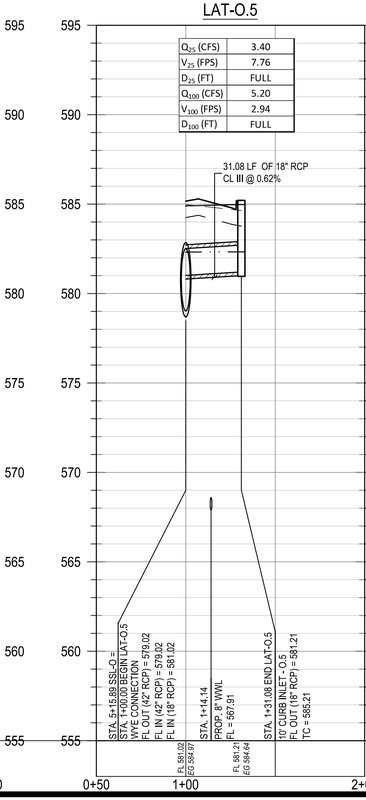
LAT-O.4

Q_{25} (CFS)	3.30
V_{25} (FPS)	13.63
D_{25} (FT)	2.75
Q_{100} (CFS)	6.12
V_{100} (FPS)	3.46
D_{100} (FT)	FULL



LAT-O.5

Q_{25} (CFS)	3.40
V_{25} (FPS)	7.76
D_{25} (FT)	FULL
Q_{100} (CFS)	5.20
V_{100} (FPS)	2.94
D_{100} (FT)	FULL



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GOLA, PHASE II
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LATS (3 OF 3)

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SHEET
32 OF 66

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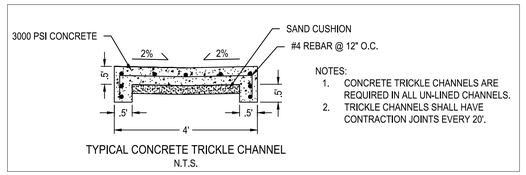
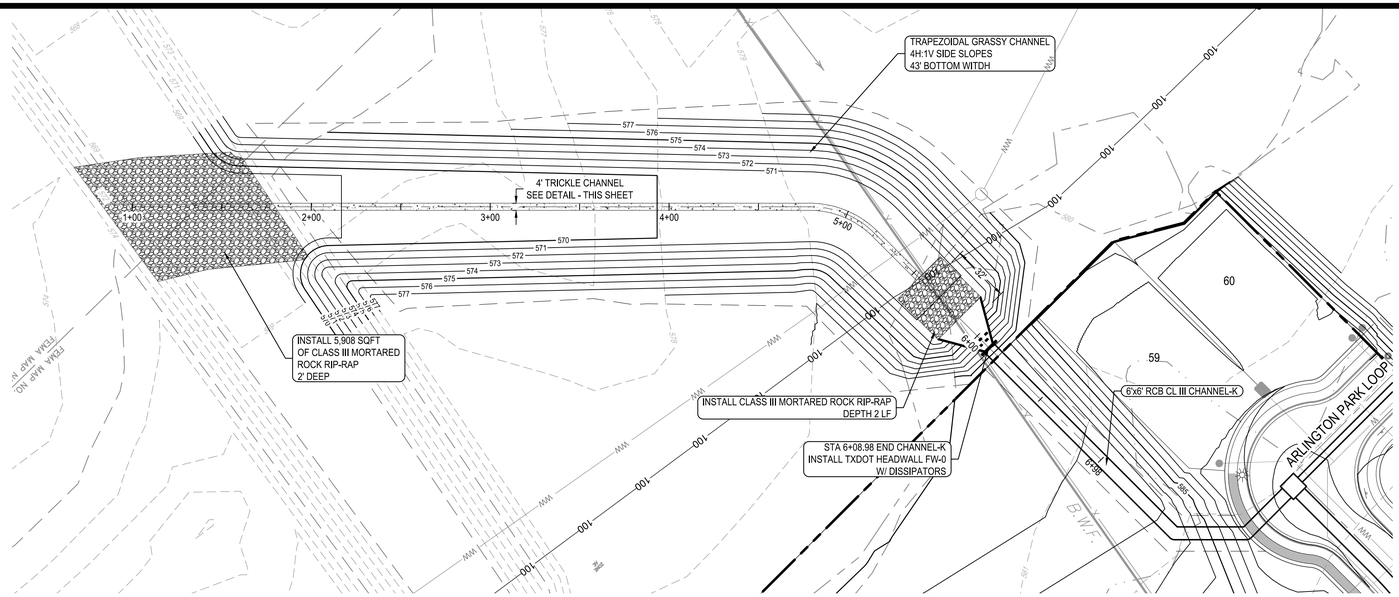
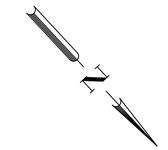


NOTES:
1. CONCRETE TRICKLE CHANNELS ARE REQUIRED IN ALL UN-LINED CHANNELS.
2. TRICKLE CHANNELS SHALL HAVE CONTRACTION JOINTS EVERY 20'.

TYPICAL CONCRETE TRICKLE CHANNEL
N.T.S.



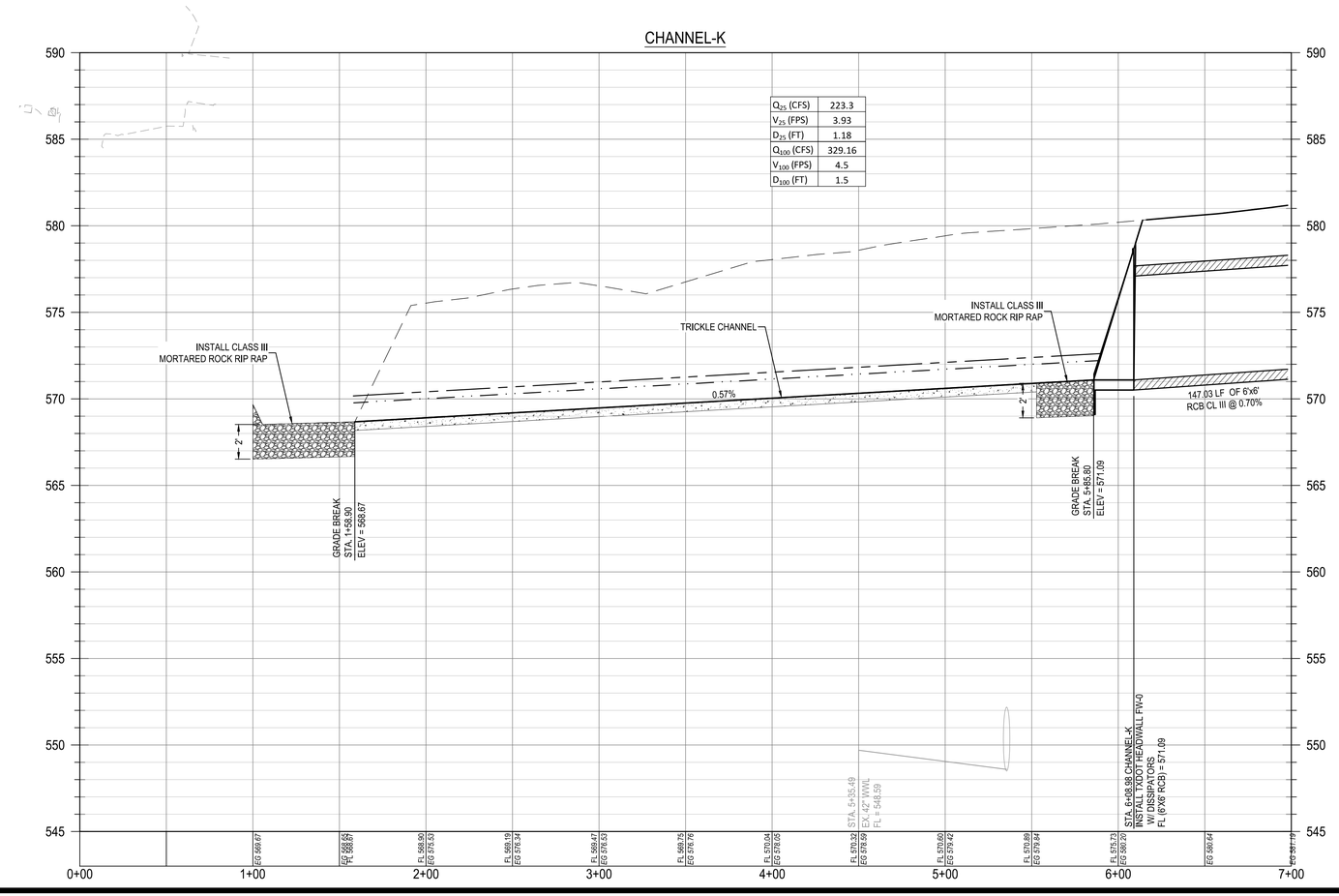


LEGEND

- PROPERTY BOUNDARY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- STORM SEWER FLOW DIRECTION
- PROPOSED MANHOLE
- PROPOSED 10' CURB INLET
- PROPOSED 4'X4' AREA INLET

NOTES:
1. ALL INLET WYE CONNECTIONS TO BE 45 DEGREES UNLESS OTHERWISE NOTED.

CHANNEL-K



PROFILE LEGEND

- PROPOSED GRADE
- PROPOSED SUBGRADE
- EXISTING GRADE
- 100 YEAR HGL LINE
- 25 YEAR HGL LINE
- PROPOSED STORM LINE
- PROPOSED STORM CURB INLET
- PROPOSED STORM MANHOLE
- PROPOSED STORM BOX MANHOLE

APR	DATE	DESCRIPTION	REV
		RECORD DRAWING	

DESIGNED BY: DAZ
REVIEWED BY: TMH
DRAWN BY: DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.browngay.com

GOLA, PHASE II
HUTTO, TEXAS

CHANNEL PLAN AND PROFILE
(1+00 TO END)

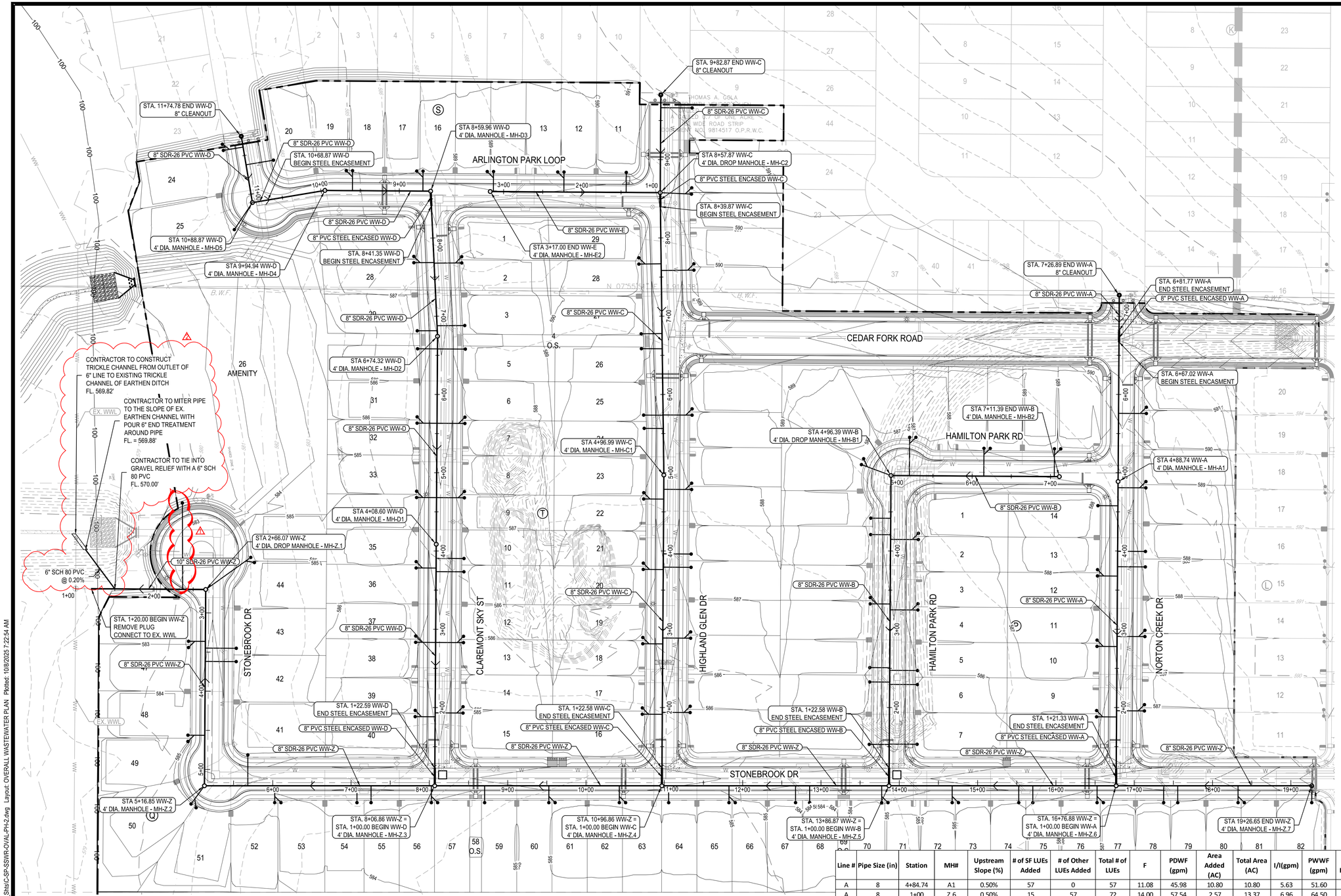
SUBMITTAL DATE: 11-30-2022

FOR OFFICIAL USE ONLY
Reviewed for Substantial Conformance by City of Hutto
Matt Reclmi, P.E.
City Engineer
Engineering - City of Hutto
08/29/2024

STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED
PROFESSIONAL ENGINEER
06/28/2024

SHEET
33 OF 66

G:\TXCD\Projects\Ashton_Woods\96339-00-Gola_Ph_2\LD\01_CADD\01_Shts\C-SP-CHAN-P&P-PH-2.dwg Layout: CHANNEL PLAN AND PROFILE (1+00 TO END) Plotted: 6/11/2024 2:38:08 PM



0 30' 60' 120'
SCALE: 1" = 60'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- WASTEWATER LINE
- WASTEWATER MANHOLE
- DIRECTION OF FLOW
- DOUBLE WASTEWATER SERVICE
- SINGLE WASTEWATER SERVICE
- DOUBLE WATER SERVICE
- SINGLE WATER SERVICE

* ALL WASTEWATER SYMBOLS ARE NOT TO SCALE, AND ARE ONLY SHOWN FOR ILLUSTRATION PURPOSES. REFER TO DETAILS SHOWN IN THIS PLAN SET.

NOTE:

1. ALL ITEMS ARE TO BE FURNISHED AND INSTALLED BY CONTRACTOR. REFERENCE CONSTRUCTION DETAILS SHEETS FOR ADDITIONAL INFORMATION.
2. ALL GRAVITY LINES ARE TO BE INSTALLED FROM DOWNSTREAM TO UPSTREAM.
3. ALL WASTEWATER LINES SHALL BE PVC SDR-26 CONFORMING TO ASTM D30304 WITH MINIMUM PIPE STIFFNESS OF 115 PSI AS DETERMINED BY ASTM D2412.
4. AT ALL WATER LINE CROSSINGS, WASTEWATER MAIN SHALL BE ASTM 2241, SDR-26 CLASS 160 OR BETTER PVC FOR MINIMUM 20 FEET CENTERED ON WATER LINE.
5. CONTRACTOR SHALL MAINTAIN A MINIMUM SEPARATION DISTANCE IN ALL DIRECTIONS OF NINE FEET BETWEEN PROPOSED WATERLINE AND WASTEWATER COLLECTION FACILITIES INCLUDING MANHOLES. IF THIS DISTANCE CANNOT BE MAINTAINED, CONTRACTOR MUST IMMEDIATELY NOTIFY PROJECT ENGINEER FOR FURTHER DIRECTION.
6. TRACER TAPE SHALL BE PLACED ABOVE ALL PLASTIC PIPES.
7. CAUTION: CONTRACTOR TO VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION. CONTRACTOR TO NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.
8. FOR ALL EXISTING MANHOLES MODIFIED BY CONSTRUCTION TO BE TESTED, REPAIRED AND RECOATED PER DETAIL WW-03.

Line #	Pipe Size (in)	Station	MH#	Upstream Slope (%)	# of SF LUEs Added	# of Other LUEs Added	Total # of LUEs	F	PDWF (gpm)	Area Added (AC)	Total Area (AC)	I/I(gpm)	PWWF (gpm)	Depth of PDWF (in)	% Full	Depth of PWWF (in)	% Full	Velocity (FULL, ft/s)
A	8	4+84.74	A1	0.50%	57	0	57	11.08	45.98	10.80	10.80	5.63	51.60	1.90	23.40%	2.00	24.80%	2.45
A	8	1+00	Z.6	0.50%	15	57	72	14.00	57.54	2.57	13.37	6.96	64.50	2.10	26.20%	2.20	27.70%	2.45
B	8	4+92.39	B1	0.75%	6	0	6	1.17	5.11	1.09	1.09	0.57	5.67	0.60	7.40%	0.60	7.70%	3
B	8	1+00	Z.5	0.50%	16	6	22	4.28	18.28	2.90	3.99	2.08	20.36	1.20	14.90%	1.30	15.70%	2.45
C	8	8+53.87	C2	0.50%	28	0	28	5.44	23.12	8.31	8.31	4.33	27.45	1.30	16.60%	1.40	18.10%	2.45
C	8	4+92.99	C1	0.50%	11	33	44	8.56	35.82	2.16	11.41	5.94	41.77	1.70	20.60%	1.80	22.30%	2.45
C	8	1+00	Z.4	0.50%	16	44	60	11.67	48.30	2.76	14.17	7.38	55.68	1.90	23.90%	2.10	25.70%	2.45
D	8	10+39.88	D5	0.50%	56	0	56	10.89	45.20	14.43	14.43	7.52	52.72	1.90	23.20%	2.00	25.00%	2.45
D	8	9+45.95	D4	0.50%	1	56	57	11.08	45.98	0.34	14.77	7.69	53.67	1.90	23.40%	2.00	25.30%	2.45
D	8	8+10.97	D3	0.50%	4	57	61	11.86	49.08	0.66	15.43	8.04	57.11	1.90	24.20%	2.10	26.10%	2.45
D	8	6+25.33	D2	0.50%	6	61	67	13.03	53.70	1.12	16.55	8.62	62.32	2.00	25.30%	2.20	27.30%	2.45
D	8	3+59.61	D1	0.50%	10	67	77	14.97	61.36	1.61	18.16	9.46	70.82	2.20	27.10%	2.30	29.10%	2.45
D	8	0+55.01	Z.3	0.50%	12	77	89	17.31	70.46	2.10	20.26	10.55	81.01	2.30	29.10%	2.50	31.20%	2.45
E	8	1+00	C2	0.50%	5	0	5	0.97	4.27	0.94	0.94	0.49	4.76	0.60	7.50%	0.60	7.90%	2.45
Z	8	16+76.88	Z.6	1.15%	5	0	5	0.97	4.27	0.93	0.93	0.48	4.75	0.50	6.10%	0.50	6.40%	3.71
Z	8	13+86.87	Z.5	0.50%	6	77	83	16.14	65.92	0.89	15.19	7.91	73.83	2.20	28.00%	2.40	29.70%	2.45
Z	8	10+96.86	Z.4	0.50%	7	105	112	21.78	87.68	1.05	20.23	10.54	98.22	2.60	32.50%	2.80	34.50%	2.45
Z	8	8+06.86	Z.3	0.50%	5	172	177	34.42	135.07	0.87	35.27	18.37	153.44	3.30	41.00%	3.50	44.00%	2.45
Z	8	5+16.85	Z.2	0.50%	7	266	273	53.08	202.39	1.30	56.83	29.60	231.99	4.10	51.70%	4.50	56.10%	2.45
Z	8	2+70.07	Z.1	0.50%	8	273	281	54.64	207.88	1.76	58.59	30.52	238.40	4.20	52.50%	4.60	57.10%	2.45
Z	10	1+00	EXST MH	1.17%	12	281	293	56.97	216.09	2.42	61.01	31.78	247.87	3.10	30.60%	3.30	32.80%	4.34

APR	DATE	DESCRIPTION	REV
		GROUNDWATER RELIEF	
		RECORD DRAWING	

DESIGNED BY: DAZ
REVIEWED BY: TMH
DRAWN BY: DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.brownandgay.com

GOLA, PHASE II
HUTTO, TEXAS

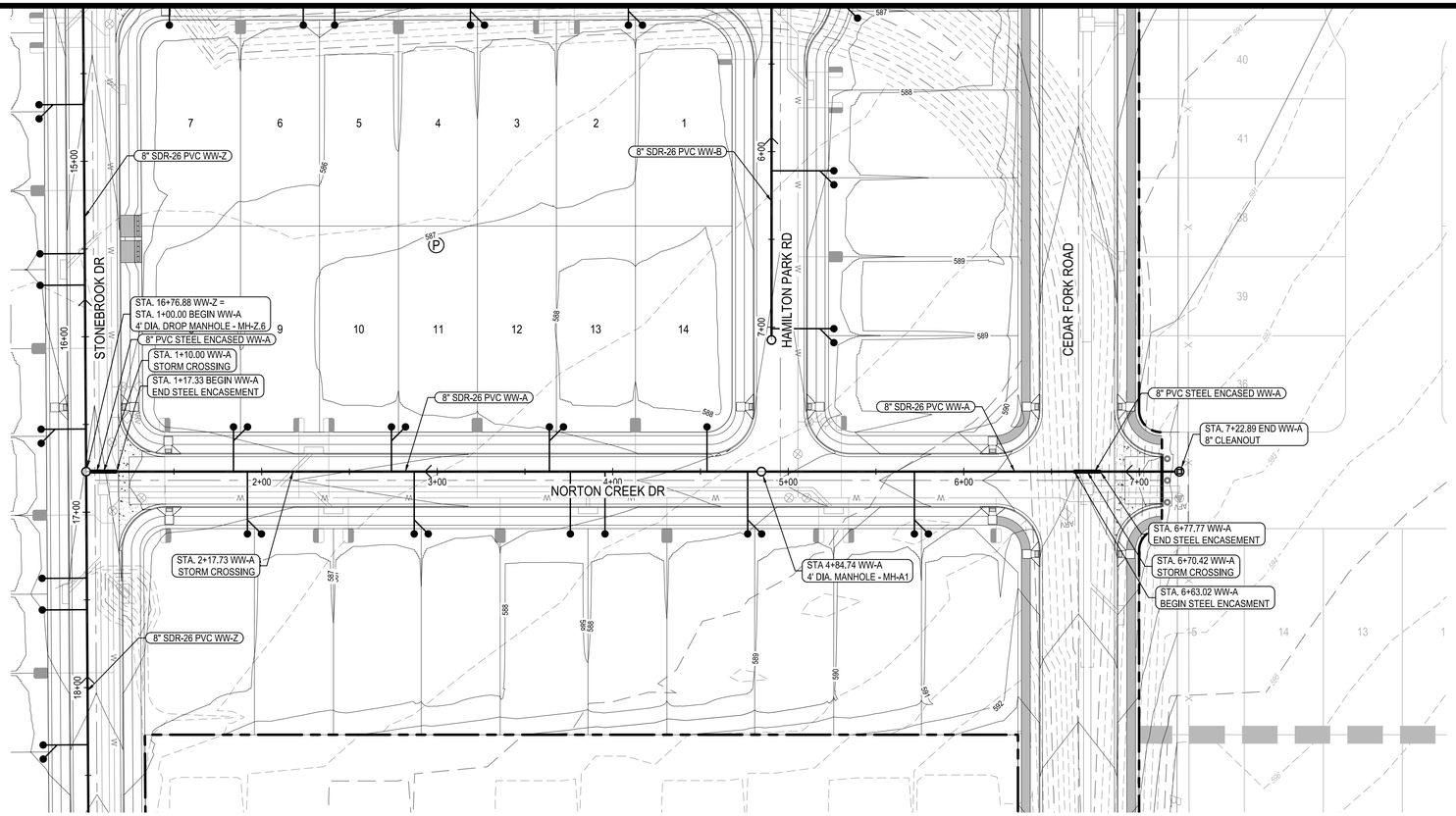
OVERALL WASTEWATER PLAN

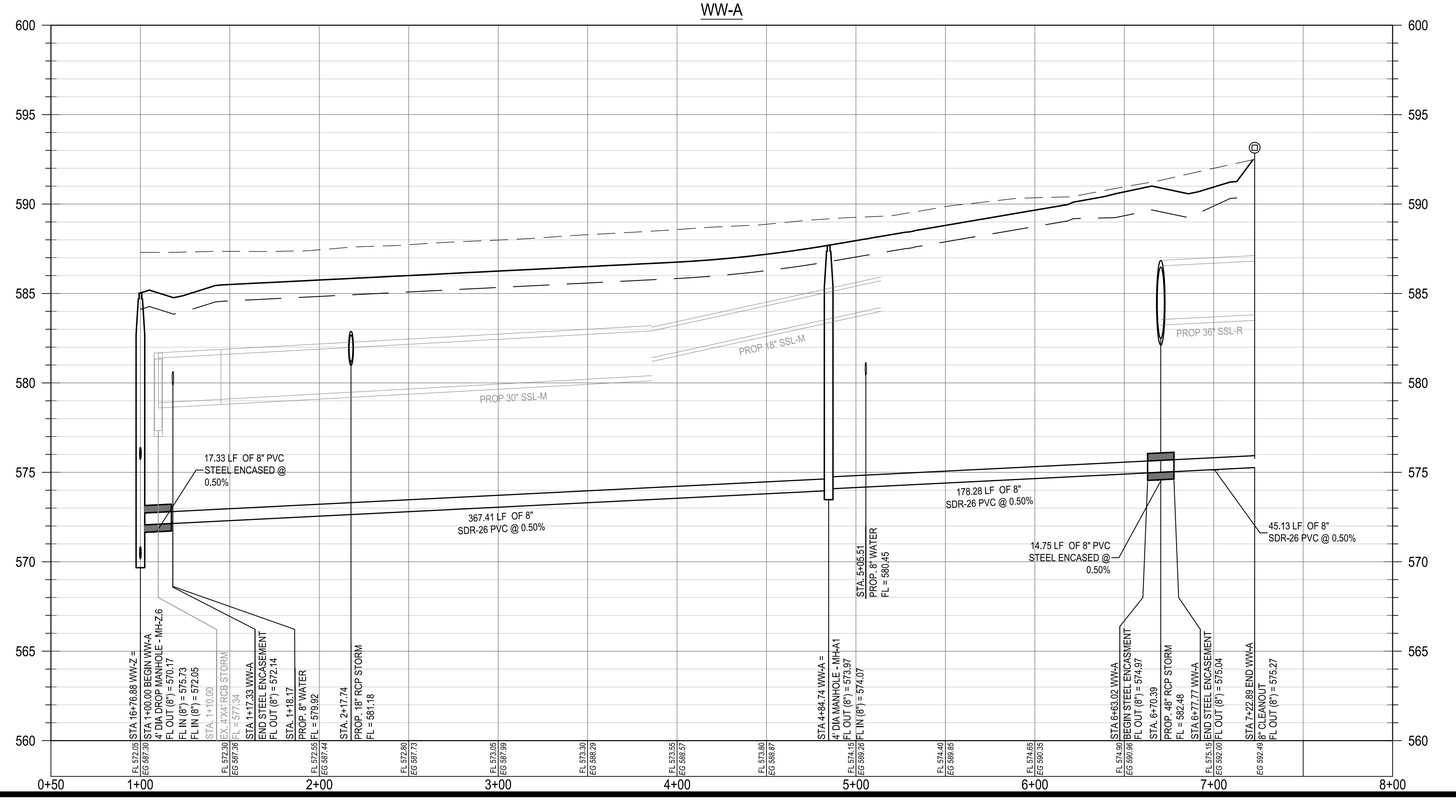
SUBMITTAL DATE: 11-30-2022

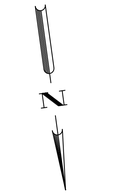
STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED PROFESSIONAL ENGINEER
10/13/2025

SHEET
34 OF 67

G:\TX\CP\Projects\Ashton_Woods\9639-00-Gab_Ph_2\LD\01_CAD\01_Sht s\C-SP-SSWR-OVAL-PH-2.dwg Layout: OVERALL WASTEWATER PLAN Plotted: 10/8/2025 7:22:54 AM







LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- WASTEWATER LINE
- WASTEWATER MANHOLE
- DIRECTION OF FLOW
- DOUBLE WASTEWATER SERVICE
- SINGLE WASTEWATER SERVICE
- DOUBLE WATER SERVICE
- SINGLE WATER SERVICE

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NOTE:

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2. TOPS OF MANHOLES UNDER PAVEMENT SHALL BE ADJUSTED TO MATCH FINISH GRADES PRIOR TO ACCEPTANCE OF WORK.
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PROFILE LEGEND

- FINISHED GRADE
- PROPOSED SUBGRADE
- EXISTING GRADE
- PROPOSED WASTEWATER LINE
- PROPOSED WASTEWATER MANHOLE

Reviewed for Substantial Conformance by City of Hutto
Matt Reiche, P.E.
City Engineer
Engineering - City of Hutto
08/29/2024
FOR OFFICIAL USE ONLY

	APR	DATE	DESCRIPTION	REV
			RECORD DRAWING	

DESIGNED BY: DAZ
REVIEWED BY: TMH
DRAWN BY: DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.brwngay.com

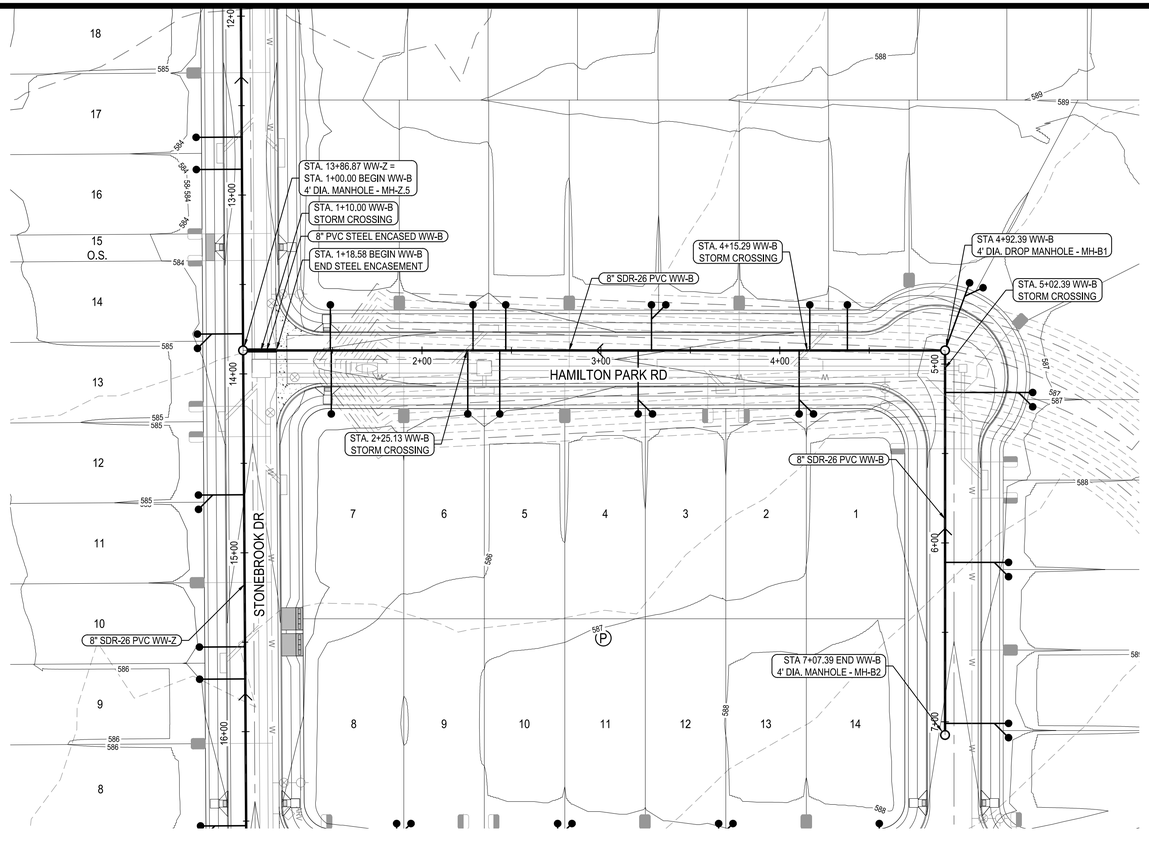
GOLA, PHASE II
HUTTO, TEXAS
WW-A PLAN AND PROFILE (1+00 TO END)

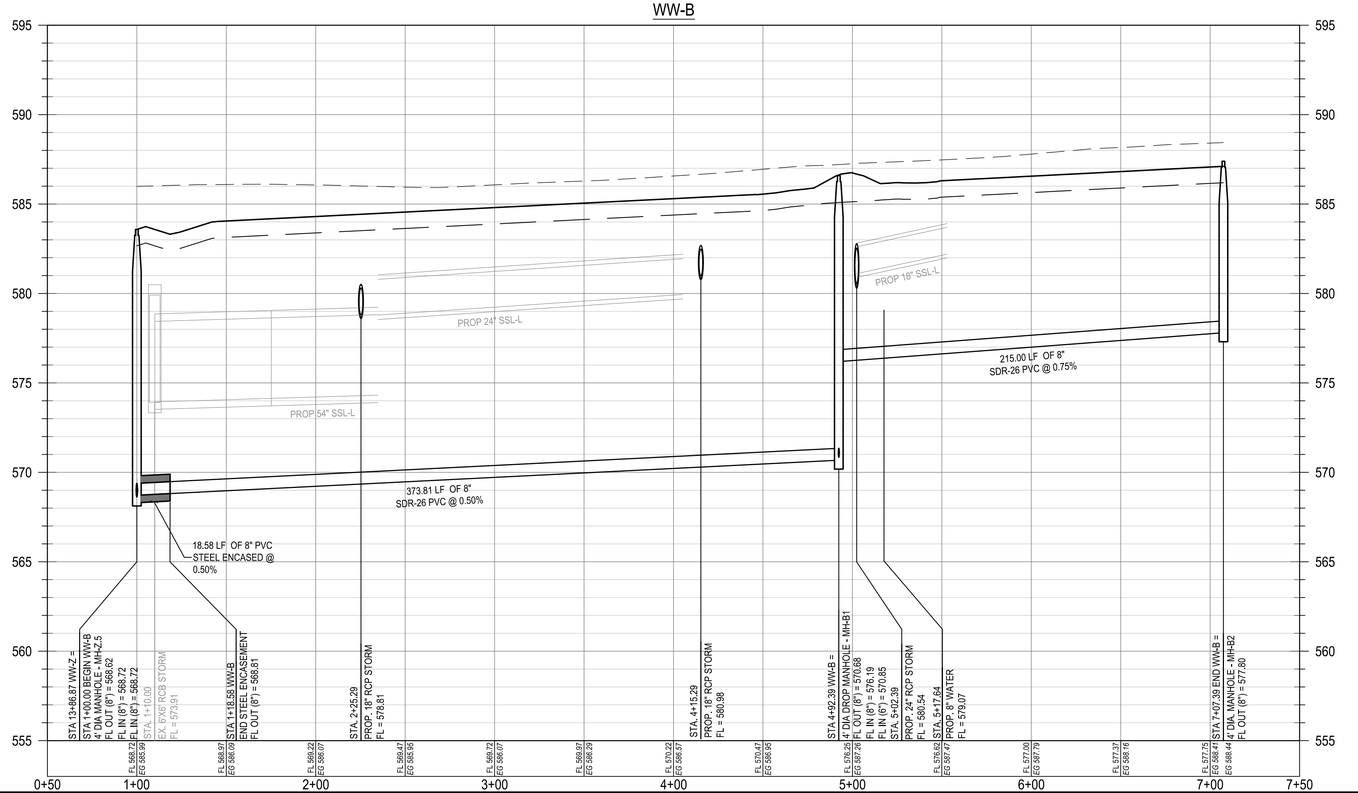
SUBMITTAL DATE: 11-30-2022

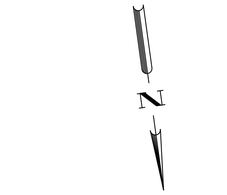
STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED PROFESSIONAL ENGINEER
06/28/2024

SHEET
35 OF 66

G:\TXC\Projects\Ashton_Woods\9639-00-Gola_Ph_2\LD\01_CADD\01_Shts\C-SP-SSWR-P&P-PH2.dwg Layout: WW-A PLAN AND PROFILE (1+00 TO END) Plotted: 6/11/2024 2:40:19 PM







LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- WASTEWATER LINE
- WASTEWATER MANHOLE
- DIRECTION OF FLOW
- DOUBLE WASTEWATER SERVICE
- SINGLE WASTEWATER SERVICE
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NOTE:

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2. TOPS OF MANHOLES UNDER PAVEMENT SHALL BE ADJUSTED TO MATCH FINISH GRADES PRIOR TO ACCEPTANCE OF WORK.
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PROFILE LEGEND

- FINISHED GRADE
- PROPOSED SUBGRADE
- EXISTING GRADE
- PROPOSED WASTEWATER LINE
- PROPOSED WASTEWATER MANHOLE

Reviewed for Substantial Conformance by City of Hutto
Matt Rector, P.E.
City Engineer
Engineering - City of Hutto
08/29/2024
FOR OFFICIAL USE ONLY

						APR
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◁	◁	◁	◁	◁		REV
DESIGNED BY:	DAZ					
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GOLA, PHASE II
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SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
STACY MULHOLLAND
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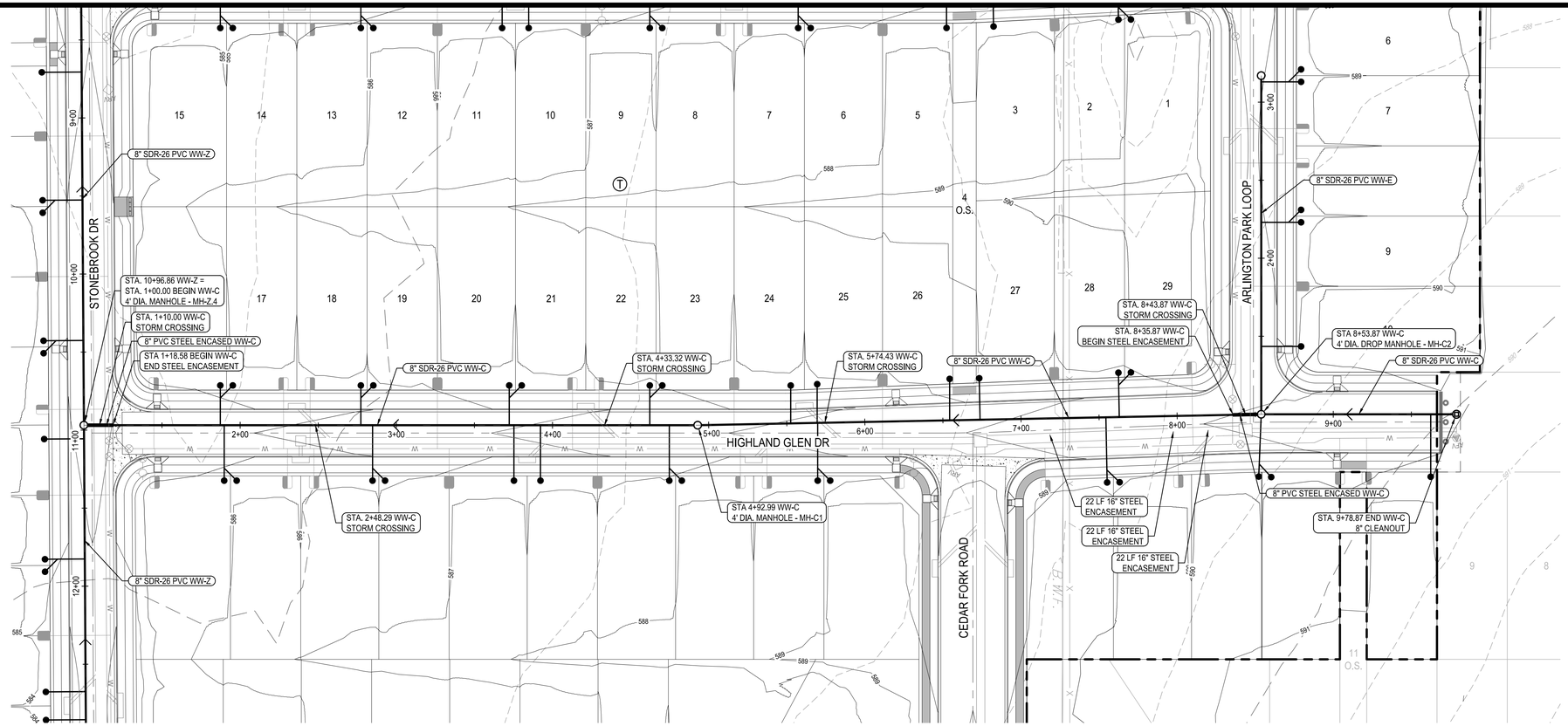
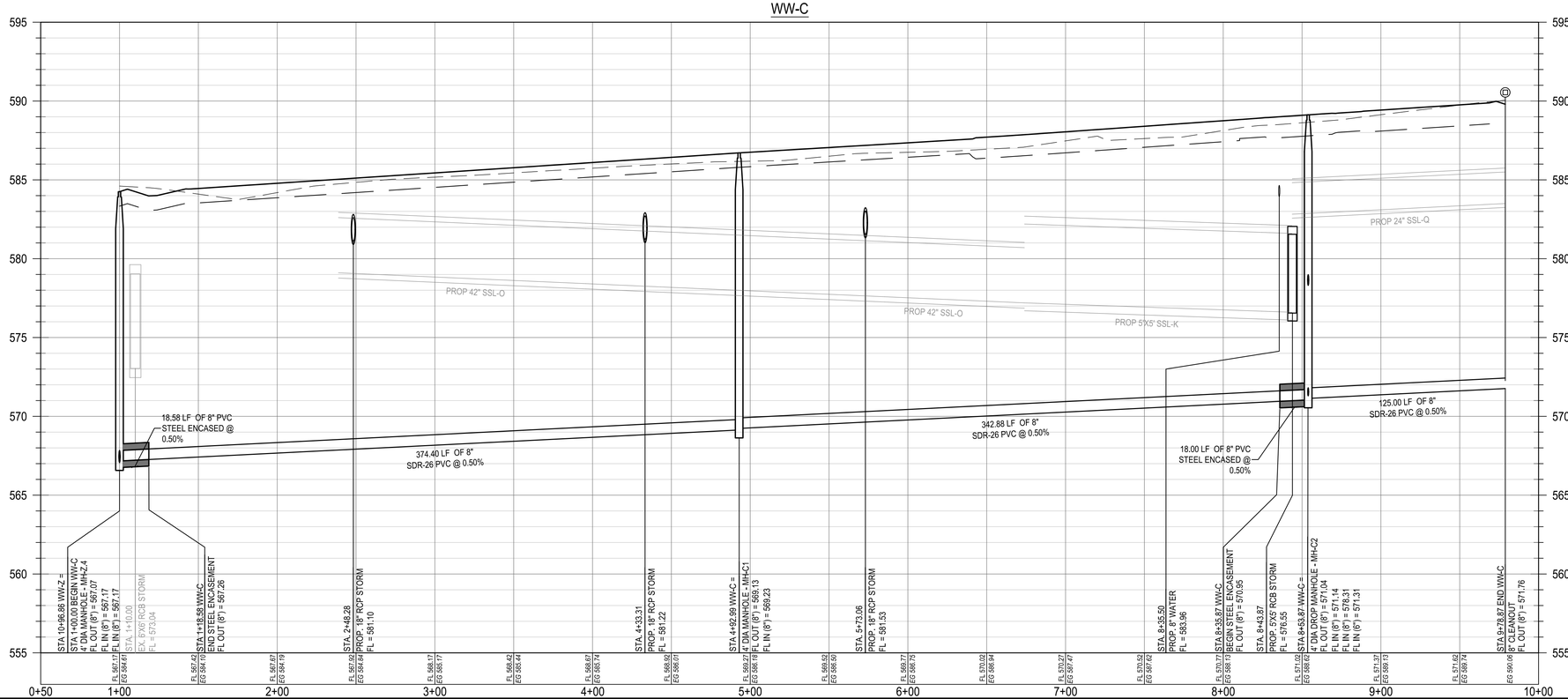
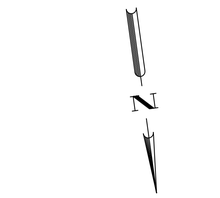
06/28/2024

SHEET
36 OF 66

G:\TXC\Projects\Ashton_Woods\9639-00-Gola_Ph_2\LD\01_CADD\01_Shts\C-SP-SSWR-P&P-PH2.dwg Layout: WW-B PLAN AND PROFILE (1+00 TO END) Plotted: 6/11/2024 2:40:31 PM







LEGEND

- PROPERTY BOUNDARY
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- EXISTING MAJOR CONTOUR
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PROFILE LEGEND

- FINISHED GRADE
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- PROPOSED WASTEWATER LINE
- PROPOSED WASTEWATER MANHOLE

Reviewed for Substantial Conformance by City of Hutto
Matt Rechne, P.E.
City Engineer
Engineering - City of Hutto
08/29/2024
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	APR
	DATE
RECORD DRAWING	DESCRIPTION
	REV
DESIGNED BY:	DAZ
REVIEWED BY:	TMH
DRAWN BY:	DAZ

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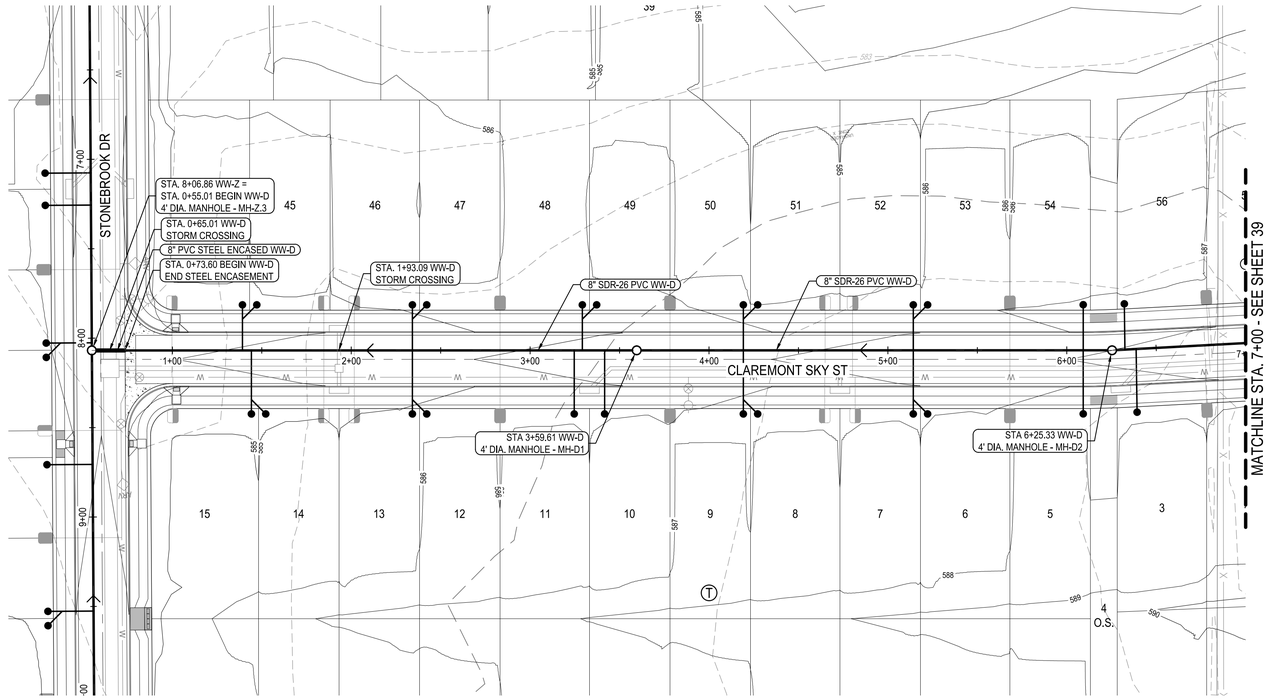
GOLA, PHASE II
HUTTO, TEXAS
WW-C PLAN AND PROFILE
(1+00 TO END)

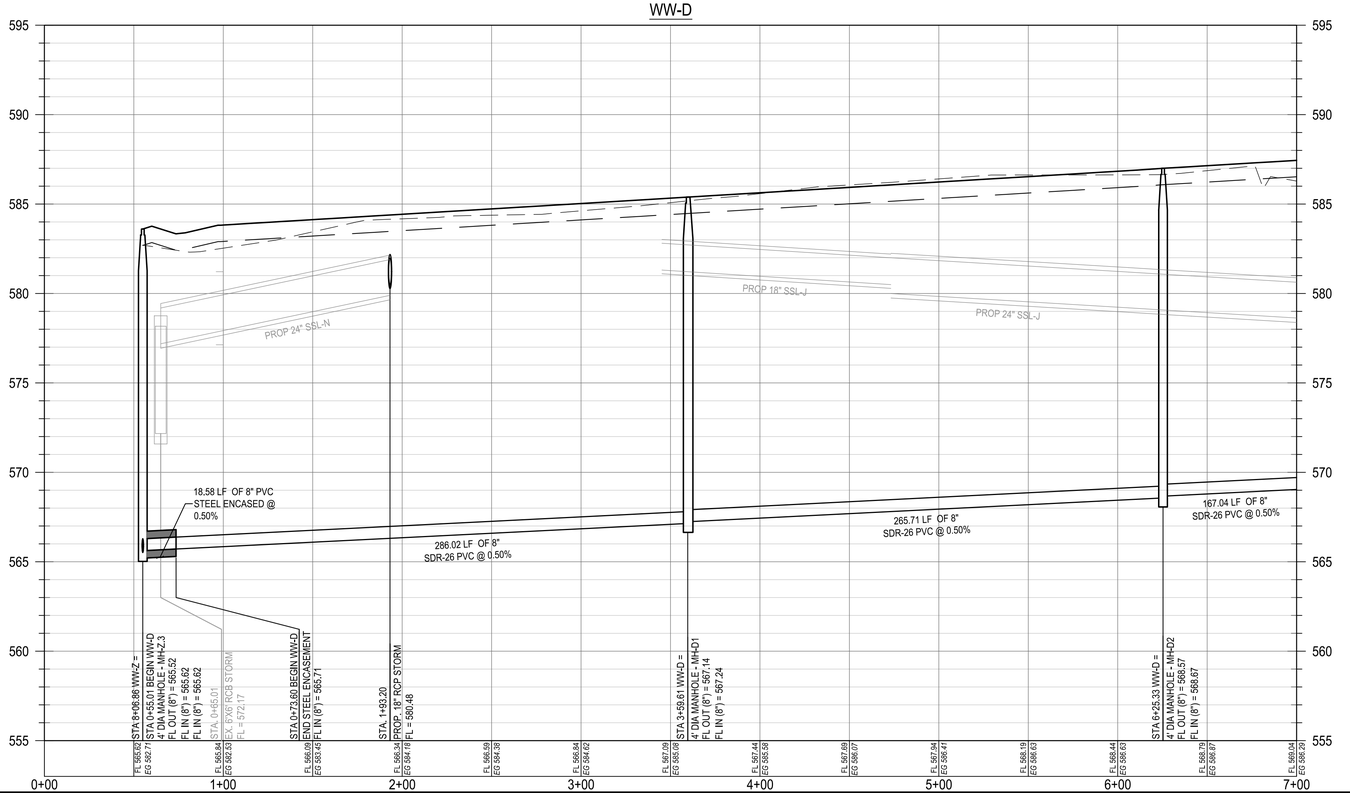
SUBMITTAL DATE: 11-30-2022

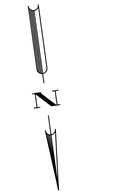
STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED PROFESSIONAL ENGINEER
06/28/2024

SHEET
37 OF 66

G:\TXC\Projects\Ashton_Woods\9639-00-Gola_Ph_2\LD\01_CADD\01_Shts\C-SP-SSWR-P&P-PH2.dwg Layout: WW-C PLAN AND PROFILE (1+00 TO END) Plotted: 6/11/2024 2:40:43 PM







LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- WASTEWATER LINE
- WASTEWATER MANHOLE
- DIRECTION OF FLOW
- DOUBLE WASTEWATER SERVICE
- SINGLE WASTEWATER SERVICE
- DOUBLE WATER SERVICE
- SINGLE WATER SERVICE

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PROFILE LEGEND

- FINISHED GRADE
- PROPOSED SUBGRADE
- EXISTING GRADE
- PROPOSED WASTEWATER LINE
- PROPOSED WASTEWATER MANHOLE

FOR OFFICIAL USE ONLY

Reviewed for Substantial Conformance by City of Hutto

Matt Rector, P.E.
City Engineer
Engineering - City of Hutto

08/29/2024

	APR
	DATE
RECORD DRAWING	DESCRIPTION
	REV
DESIGNED BY:	DAZ
REVIEWED BY:	TMH
DRAWN BY:	DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.brwngay.com

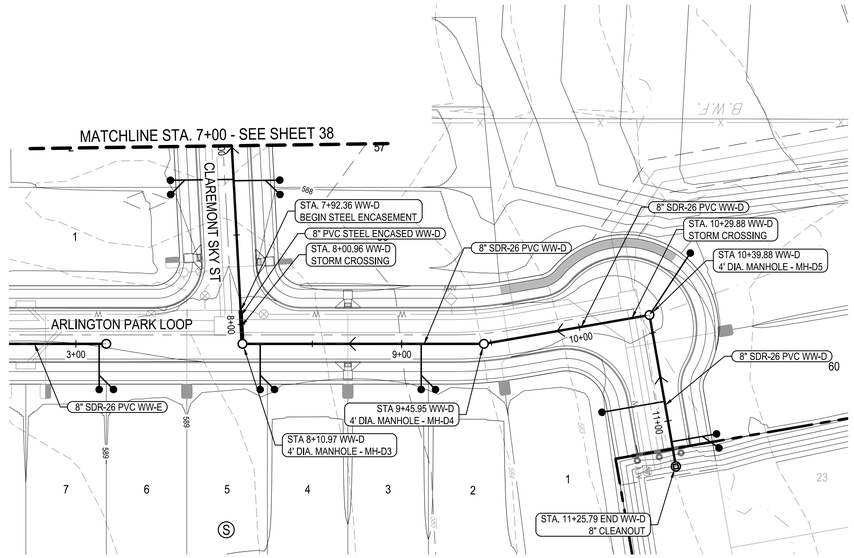
GOLA, PHASE II
HUTTO, TEXAS
WW-D PLAN AND PROFILE (0+55.01 TO 7+00)

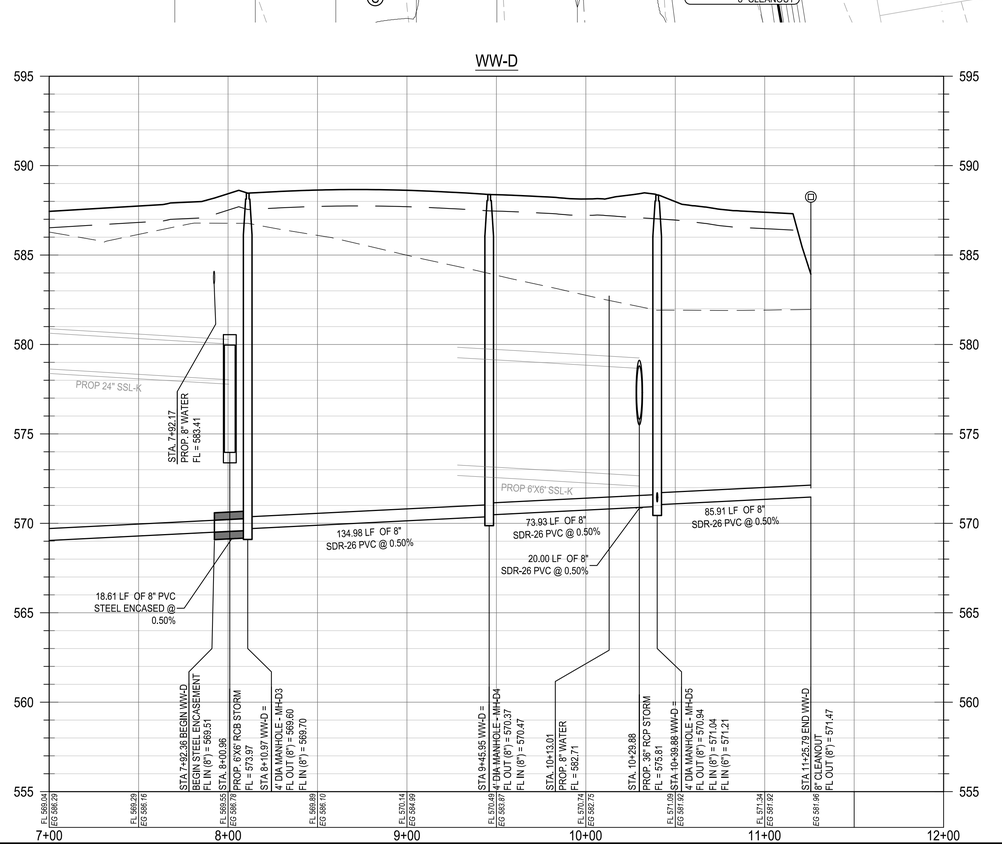
SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED PROFESSIONAL ENGINEER
06/28/2024

SHEET
38 OF 66

G:\TXC\Projects\Ashton_Woods\9639-00-Gola_Ph_2\LD\01_CADD\01_Shts\C-SP-SSWR-P&P-PH2.dwg Layout: WW-D PLAN AND PROFILE (0+55.01 TO 7+00) Plotted: 6/11/2024 2:40:57 PM





0 20' 40' 80'

SCALE: 1" = 40'

LEGEND

- PROPERTY BOUNDARY
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- EXISTING MAJOR CONTOUR
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City Engineer
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08/29/2024

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							DATE
		RECORD DRAWING					DESCRIPTION
◁	◁	◁	◁	◁	◁		REV

DESIGNED BY: DAZ

REVIEWED BY: TMH

DRAWN BY: DAZ

BGE, INC.
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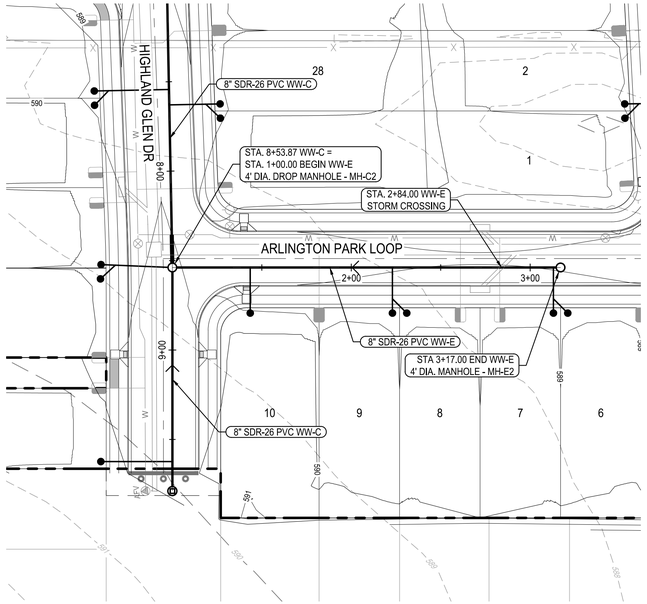

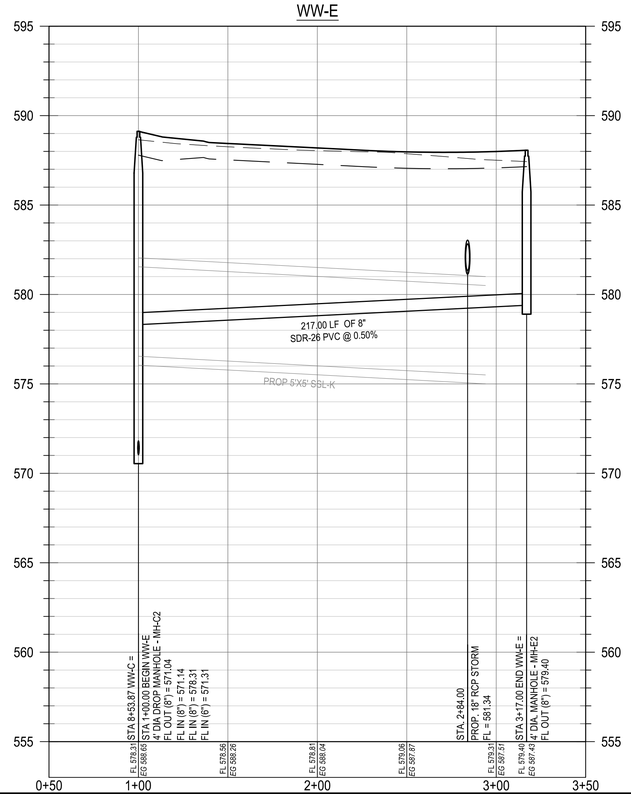

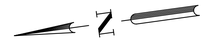

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HUTTO

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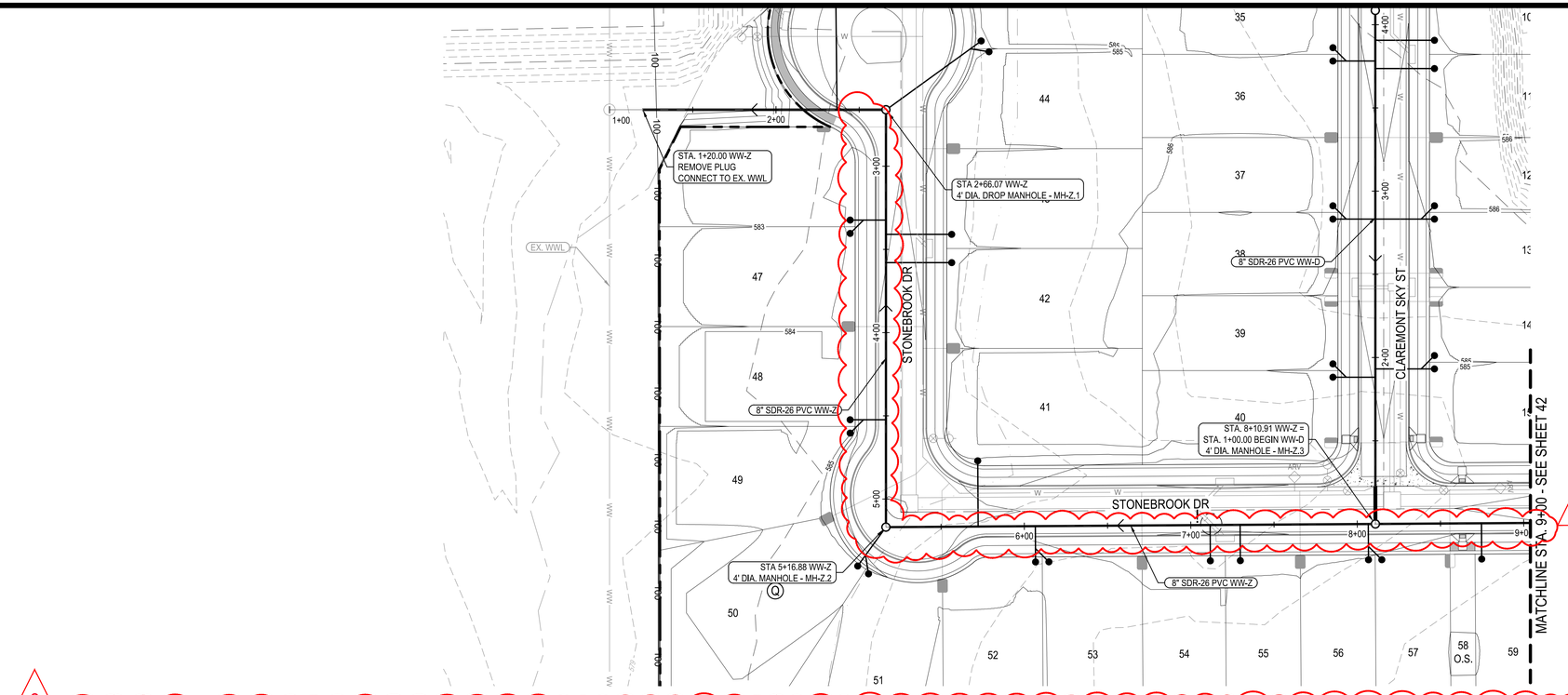

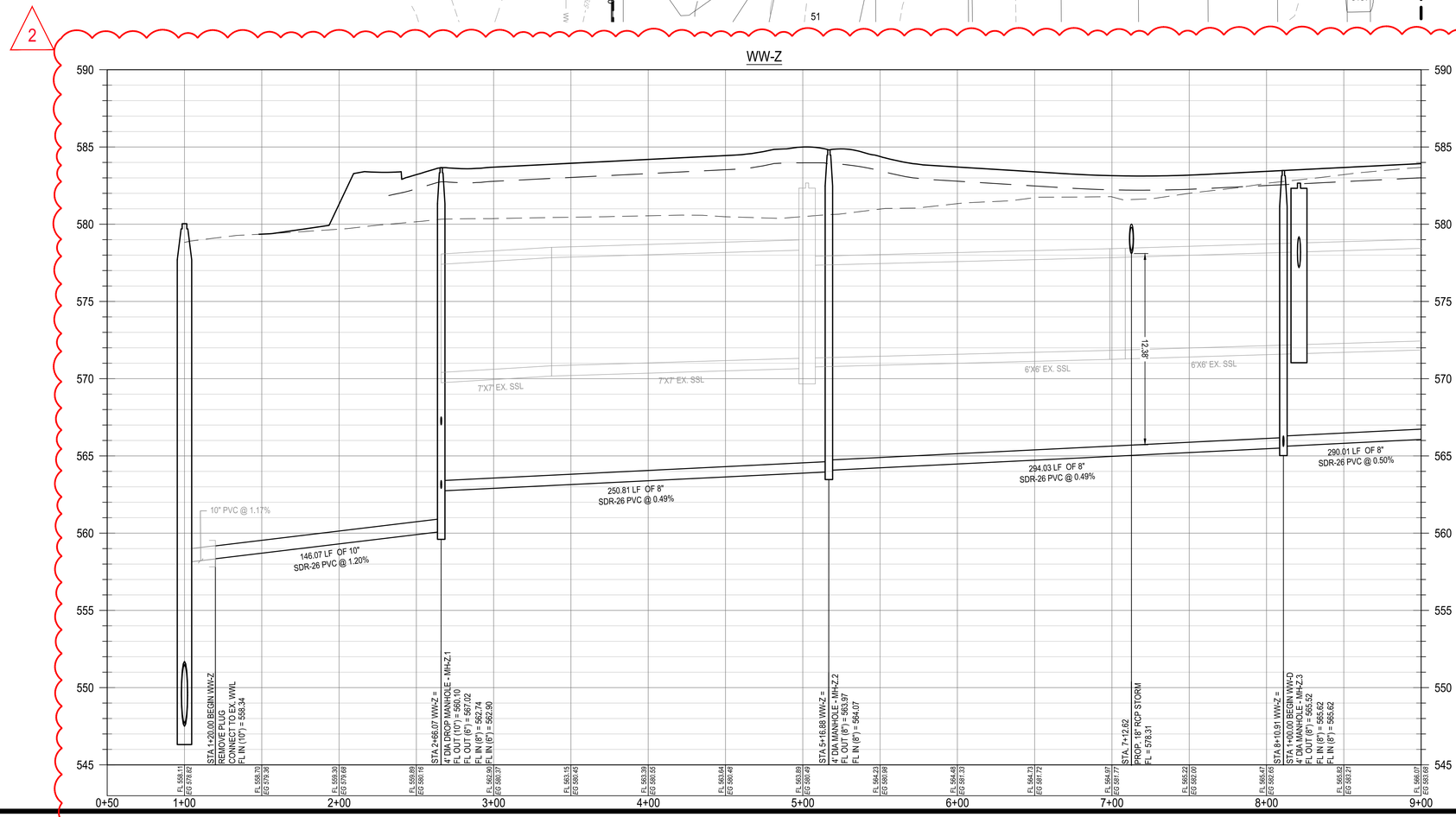

LEGEND

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10. ALL SLOPES HAVE BEEN VERIFIED TO MAINTAIN A MINIMUM VELOCITY OF 2.0 FT/S.

2

PROFILE LEGEND

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- PROPOSED SUBGRADE
- EXISTING GRADE
- PROPOSED WASTEWATER LINE
- PROPOSED WASTEWATER MANHOLE

							APR
							DATE
2	TRENCH UPDATE: WW LINE, WW NOTE, & WATR SERVICE ADJUSTMENT					10/09/25	
1	RECORD DRAWING						
	DESCRIPTION						
							REV

DESIGNED BY: DAZ
REVIEWED BY: TMH
DRAWN BY: DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
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TEL: 512-879-0400 www.browngay.com

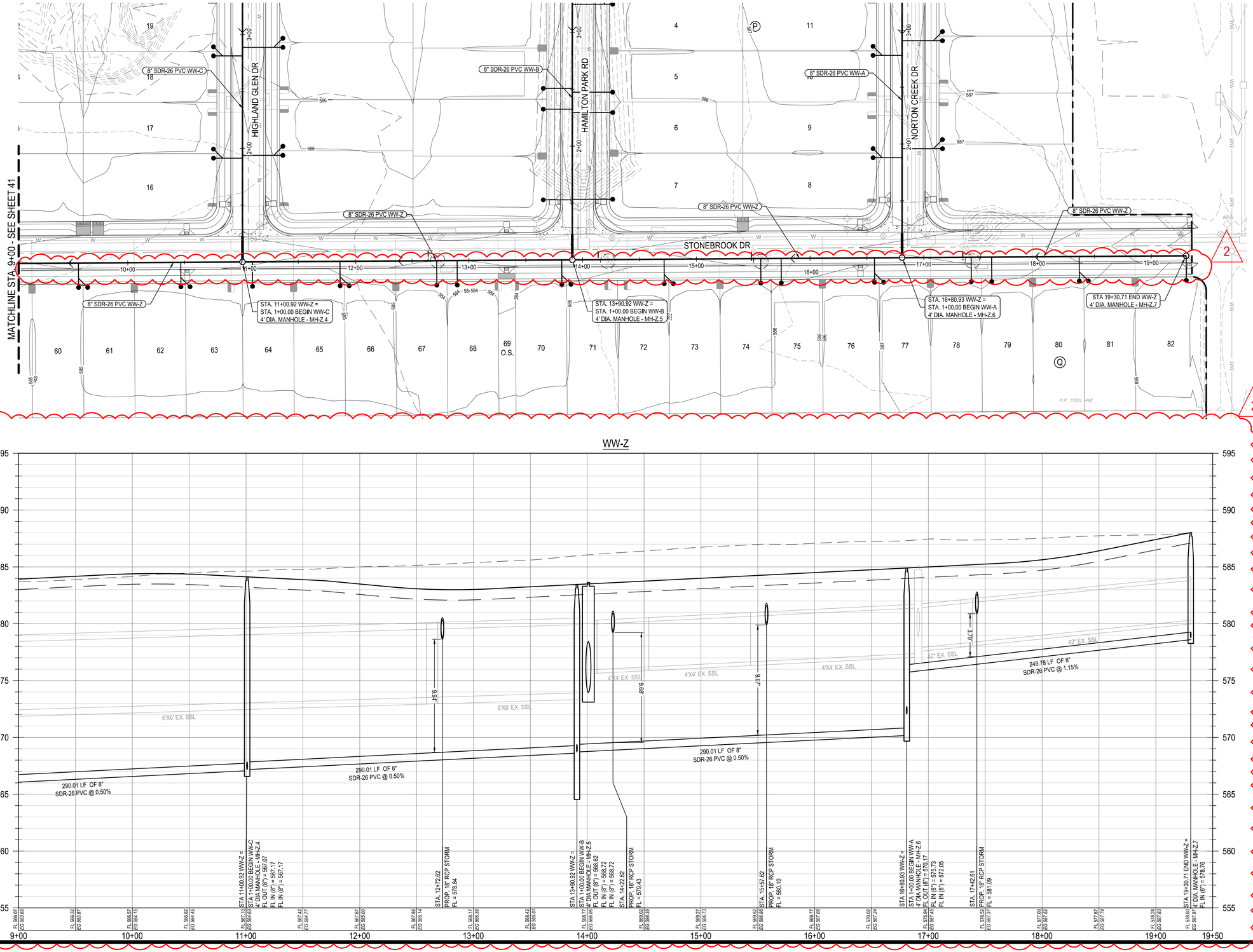
GOLA, PHASE II
HUTTO, TEXAS
WW-Z PLAN AND PROFILE (1+00 TO 9+00

SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
AARON J. NEUMANN
114451
LICENSED PROFESSIONAL ENGINEER
10/09/2025

SHEET
41 OF 67

G:\TXCD\Projects\Ashton_Woods\9639-00-Gola_Ph_2\LD\01_CADD\01_Shts\C-SP-SSWR-P&P-PH2.dwg Layout: WW-Z PLAN AND PROFILE (1+00 TO 9+00 Plotted: 10/8/2025 1:29:49 PM



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						APR
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1	TRENCH UPDATE: WW LINE, WW NOTE, & WATR SERVICE ADJUSTMENT	10/08/25	RECORD DRAWING			DESCRIPTION
2						REV

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WW-Z PLAN AND PROFILE (9+00 TO END)

SUBMITTAL DATE: 11-30-2022

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10/09/2025

SHEET
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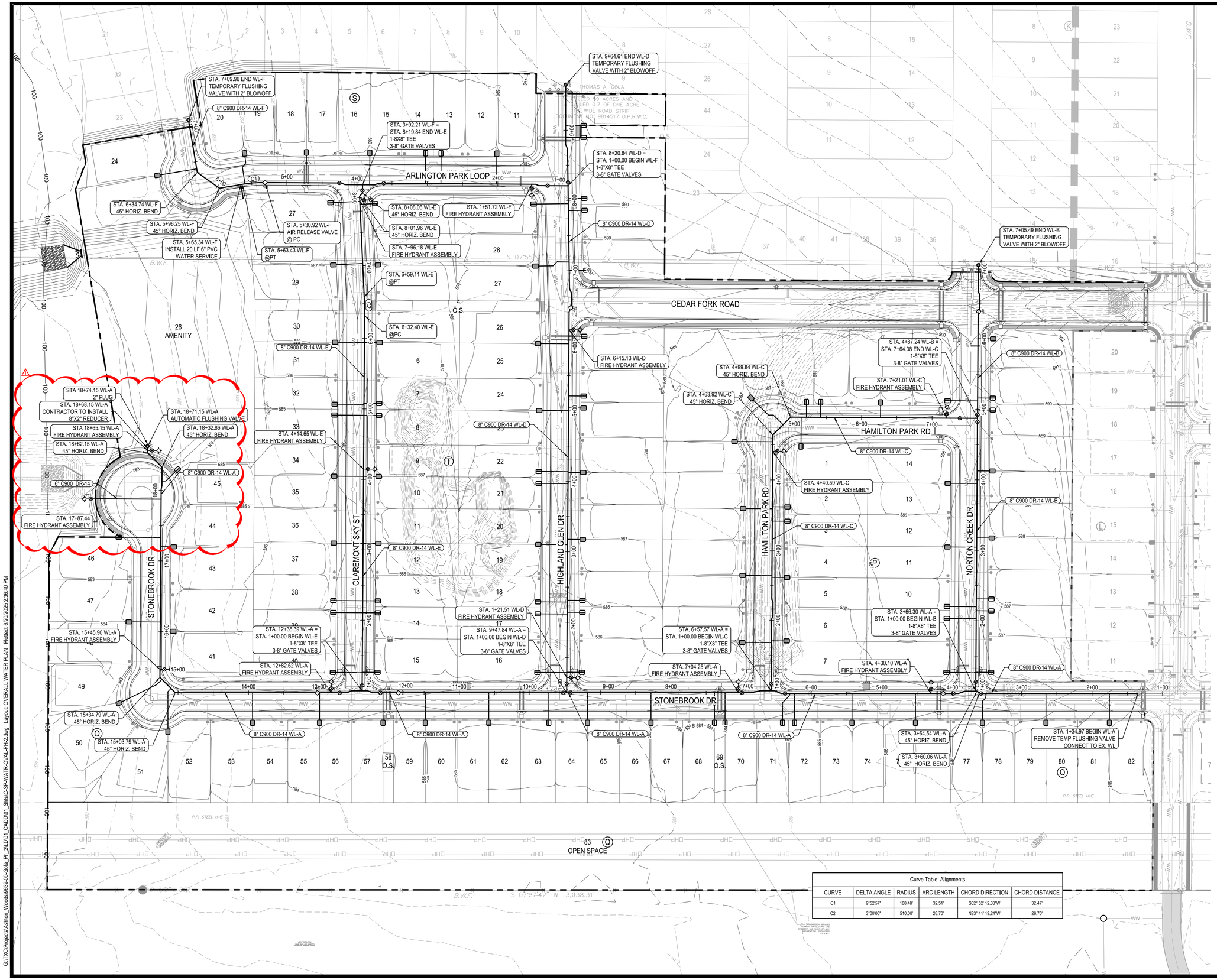
G:\TXCD\Projects\Ashton_Woods\9639-00-Gola_Ph_2\LD\01_CADD\01_Shts\C-SP-SSWR-P&P-PH2.dwg Layout: WW-Z PLAN AND PROFILE (9+00 TO END) Plotted: 10/8/2025 1:29:59 PM



LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- FIRE HYDRANT ASSEMBLY
- GATE VALVE
- CAP
- 2" IRRIGATION SERVICE
- DOUBLE WATER SERVICE
- SINGLE WATER SERVICE
- DOUBLE WASTEWATER SERVICE
- SINGLE WASTEWATER SERVICE
- 1 - 4" SLEEVE
  1 - 6" SLEEVE
- ARV — AIR RELEASE VALVE

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Curve Table: Alignments					
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD DISTANCE
C1	9°52'57"	188.48'	32.51'	S02° 52' 12.33"W	32.47'
C2	3°00'00"	510.00'	26.70'	N83° 41' 19.24"W	26.70'

APR	DATE	DESCRIPTION	REV
	06/22/25	RECORD DRAWING	
		AMENITY SERVICES ADJUSTMENTS	1

DESIGNED BY: DAZ
REVIEWED BY: TMH
DRAWN BY: DAZ

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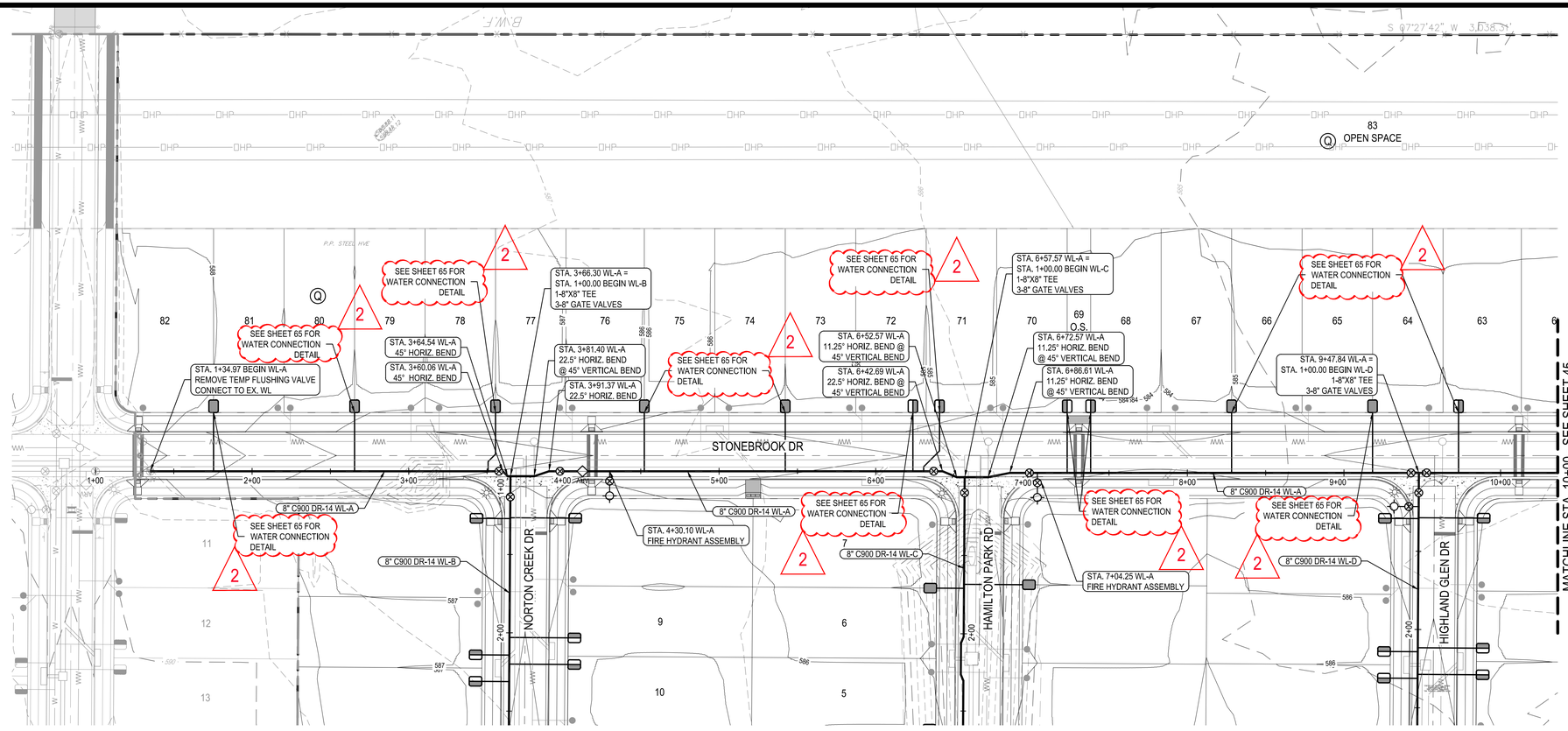
GOLA, PHASE II
HUTTO, TEXAS

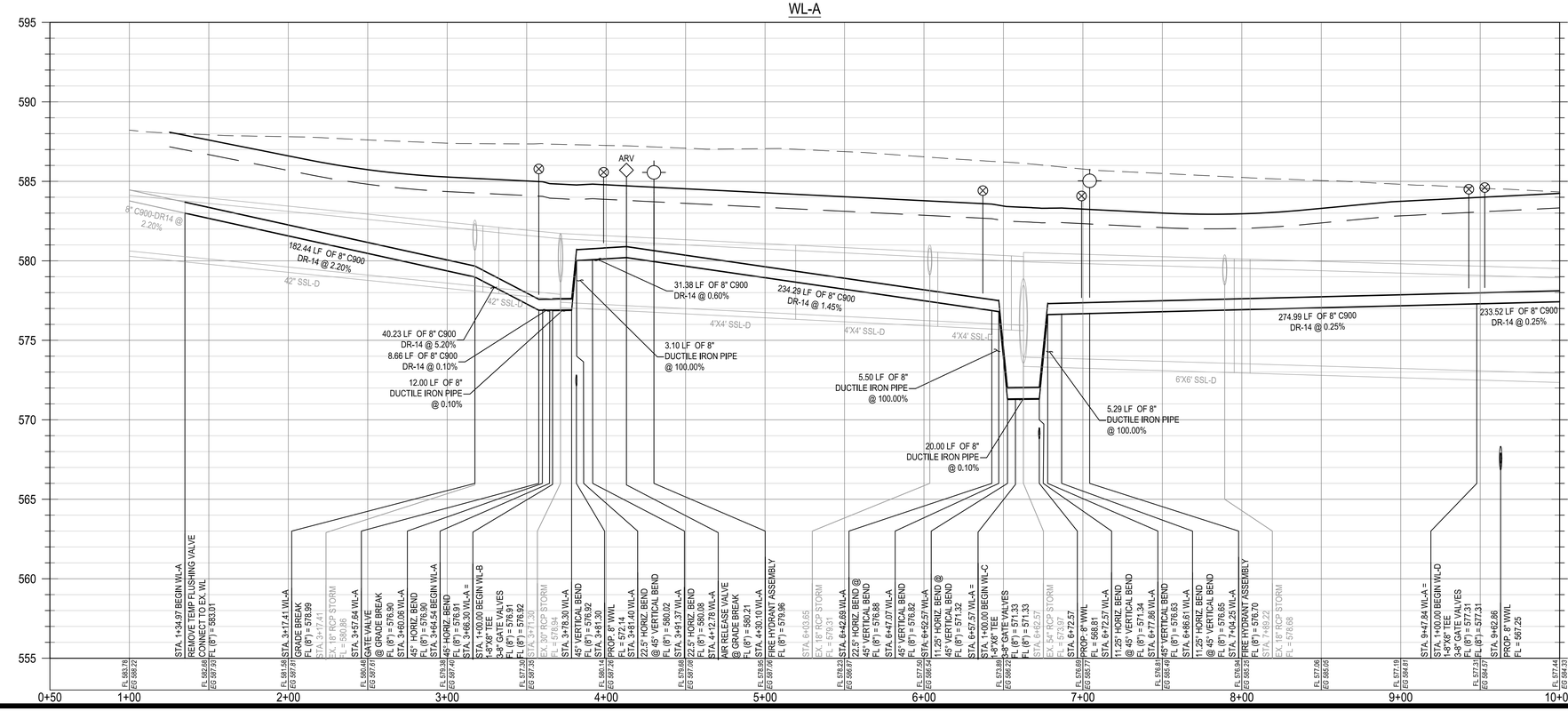
OVERALL WATER PLAN

SUBMITTAL DATE: 11-30-2022

SHEET
43 OF 66

G:\TX\C\Projects\Ashton_Woods\9639-00-Gola_Ph_2\LD\01_CADD\01_Shts\C-SP-WATR-OVAL-PH-2.dwg Layout: OVERALL WATER PLAN Plotted: 6/20/2025 2:36:40 PM





0 20' 40' 80'
SCALE: 1" = 40'

LEGEND

- PROPERTY BOUNDARY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- FIRE HYDRANT ASSEMBLY
- GATE VALVE
- CAP
- WATER METER
- DOUBLE WATER SERVICE
- SINGLE WATER SERVICE
- DOUBLE WASTEWATER SERVICE
- SINGLE WASTEWATER SERVICE

* ALL WATER SYMBOLS ARE NOT TO SCALE AND ARE ONLY SHOWN FOR ILLUSTRATION PURPOSES.

PROFILE LEGEND

- FINISHED GRADE
- SUBGRADE
- EXISTING GRADE
- PROPOSED WATER LINE
- FIRE HYDRANT
- GATE VALVE
- WATER METER
- AIR RELEASE VALVE
- AUTOMATIC FLUSH VALVE
- WATER CAP

* ALL WATER SYMBOLS ARE NOT TO SCALE AND ARE ONLY SHOWN FOR ILLUSTRATION PURPOSES.

REV	DESCRIPTION	DATE	APR
1	TRENCH UPDATE: WW LINE, WW NOTE, & WATR SERVICE ADJUSTMENT	10/09/25	
	RECORD DRAWING		

DESIGNED BY: DAZ
REVIEWED BY: TMH
DRAWN BY: DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.browngay.com

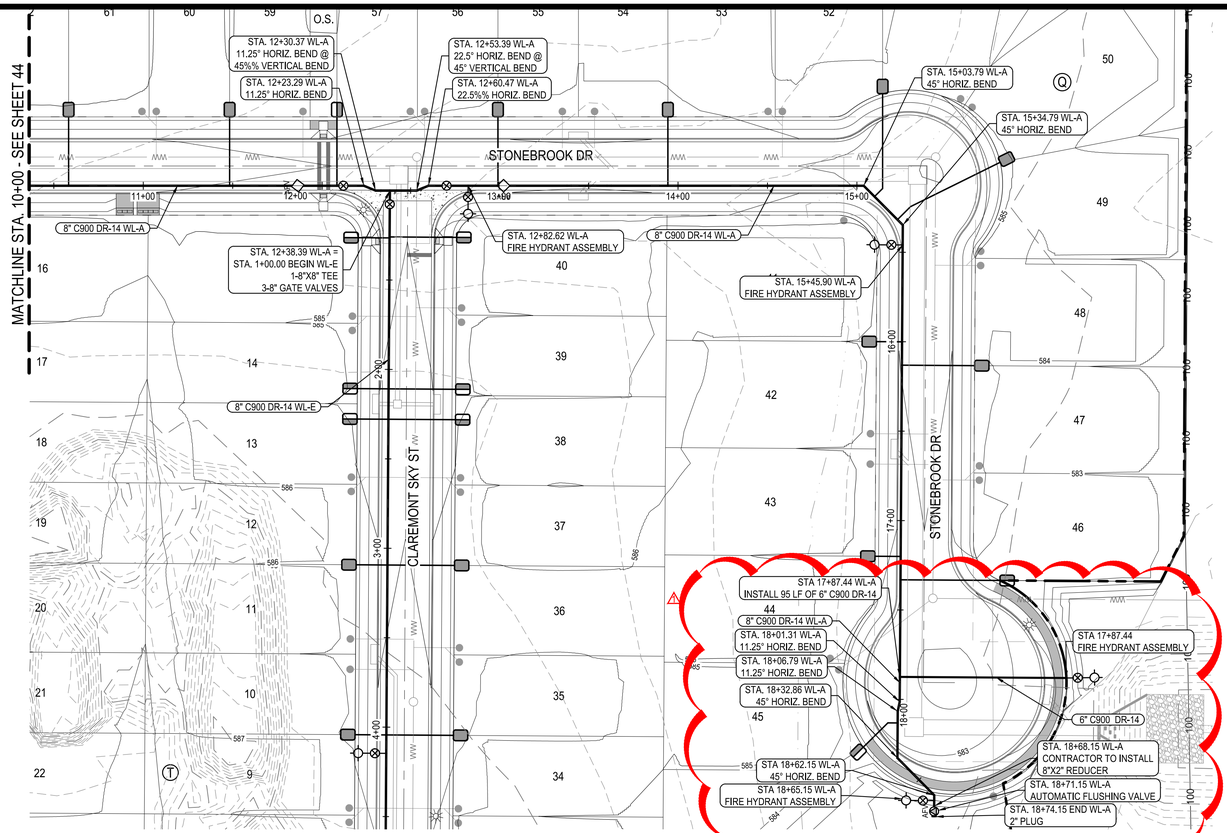
GOLA, PHASE II
HUTTO, TEXAS
WL-A PLAN AND PROFILE (1+00 TO 10+00)

SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
AARON J. NEUMANN
114451
LICENSED PROFESSIONAL ENGINEER
10/09/2025

SHEET
44 OF 67

G:\TX\CP\Projects\Ashton_Woods\96939-00-Gab_Ph_2\LDI\01_CAD\01_Sits\C-SP-WATR-P&P-PH-2.dwg, Layout: WL-A PLAN AND PROFILE (1+00 TO 10+00), Plotted: 9/9/2025 1:12:45 PM



0 20' 40' 80'
SCALE: 1" = 40'

LEGEND

- PROPERTY BOUNDARY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- FIRE HYDRANT ASSEMBLY
- GATE VALVE
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PROFILE LEGEND

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- AIR RELEASE VALVE
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- WATER CAP

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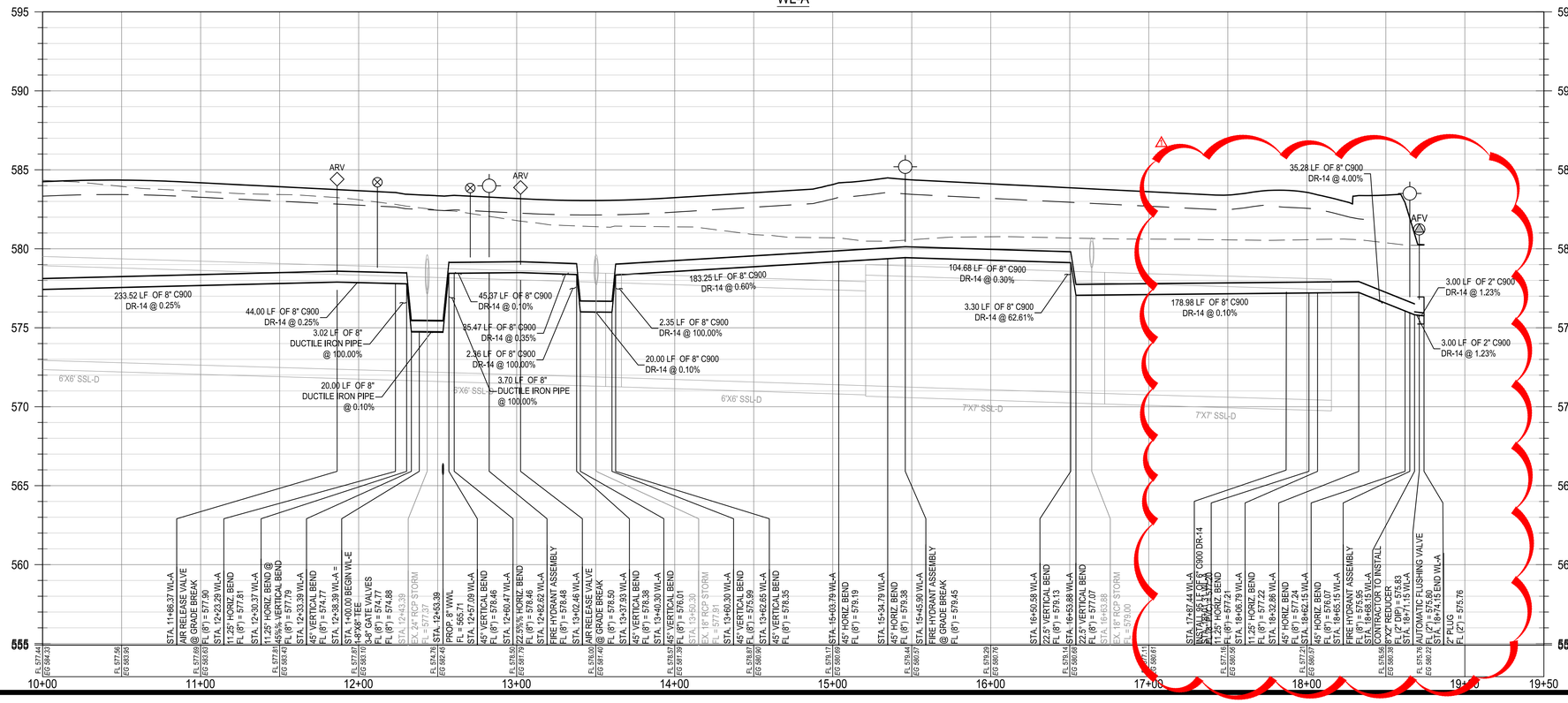

REV	DESCRIPTION	DATE	APR
1	AMENITY SERVICES ADJUSTMENTS	06/23/25	

RECORD DRAWING

DESIGNED BY: DAZ
REVIEWED BY: TMH
DRAWN BY: DAZ

BGE, INC.
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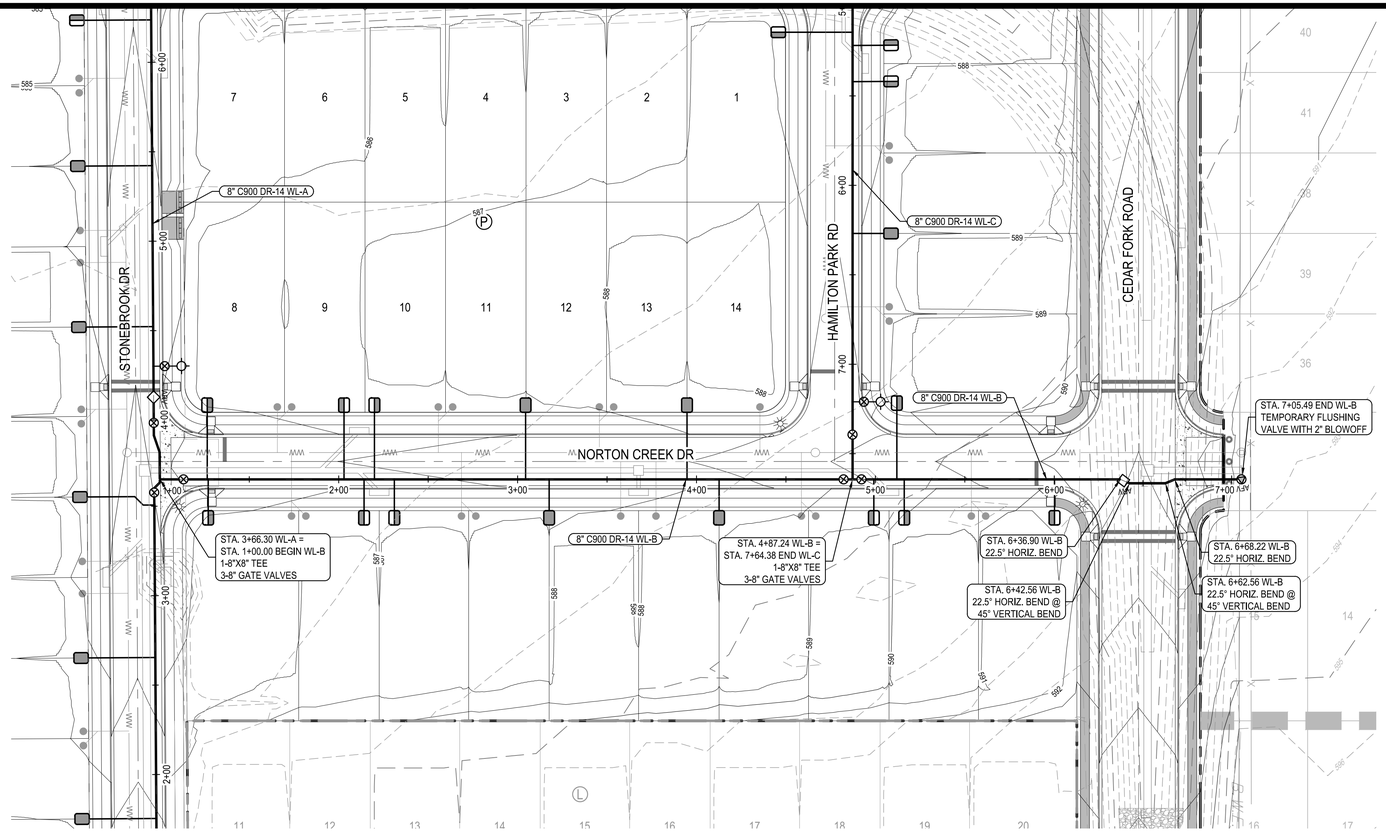
GOLA, PHASE II
HUTTO, TEXAS
WL-A PLAN AND PROFILE (10+00 TO END)

SUBMITTAL DATE: 11-30-2022

SHEET 45 OF 66

G:\TXC\Projects\Ashton_Woods\9639-00-Gola_Ph_2\LD\01_CADD\01_Shts\C-SP-WATR-P&P-PH-2.dwg Layout: WL-A PLAN AND PROFILE (10+00 TO END) Plotted: 6/23/2025 8:31:36 AM



LEGEND

- PROPERTY BOUNDARY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- FIRE HYDRANT ASSEMBLY
- GATE VALVE
- CAP
- WATER METER
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- SINGLE WASTEWATER SERVICE

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PROFILE LEGEND

- FINISHED GRADE
- SUBGRADE
- EXISTING GRADE
- PROPOSED WATER LINE
- FIRE HYDRANT
- GATE VALVE
- WATER METER
- AIR RELEASE VALVE (ARV)
- AUTOMATIC FLUSH VALVE (AFV)
- WATER CAP

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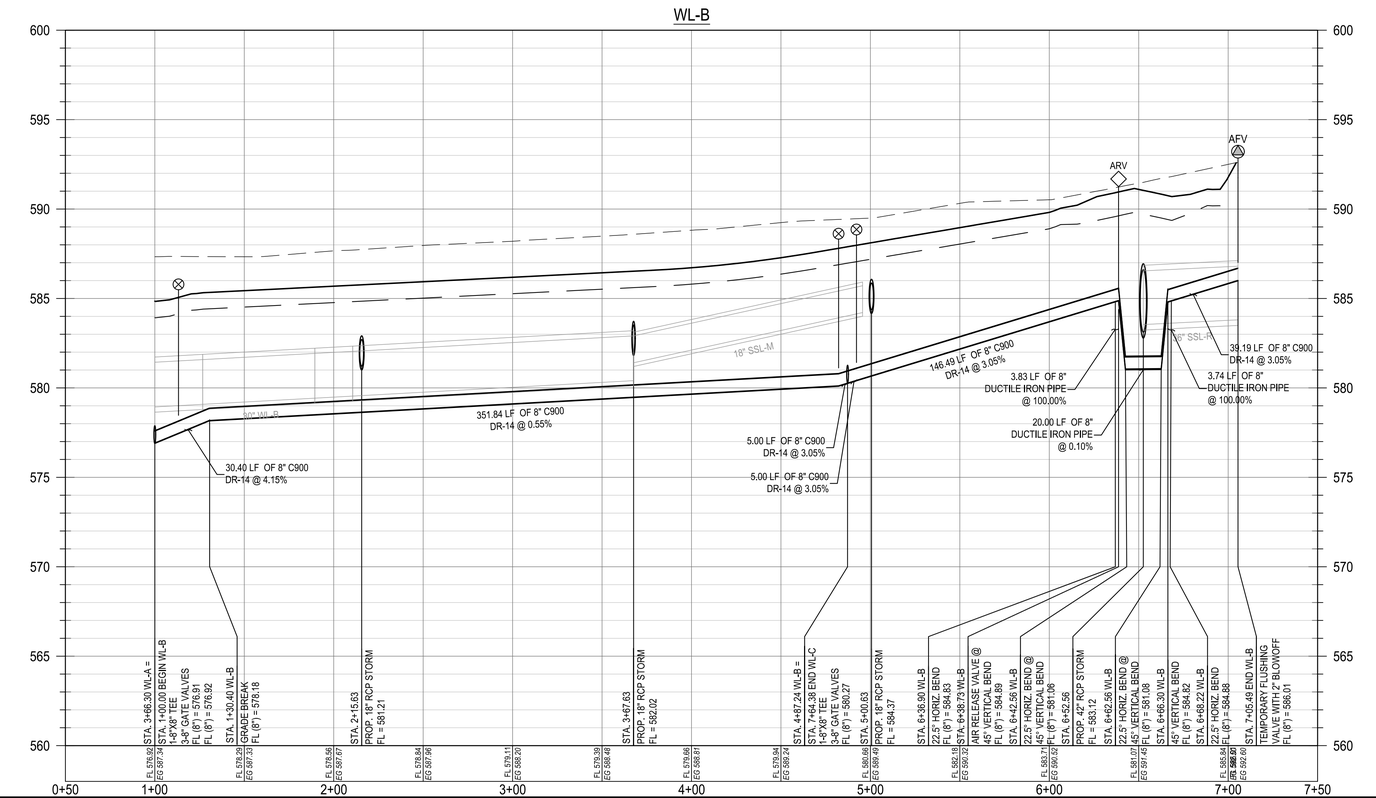

Reviewed for Substantial Conformance by City of Hutto
Matt Rector, P.E.
City Engineer
Engineering - City of Hutto
08/29/2024
FOR OFFICIAL USE ONLY

						APR
						DATE
						DESCRIPTION
						REV

RECORD DRAWING

DESIGNED BY:	DAZ
REVIEWED BY:	TMH
DRAWN BY:	DAZ

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TEL: 512-879-0400 www.browngay.com

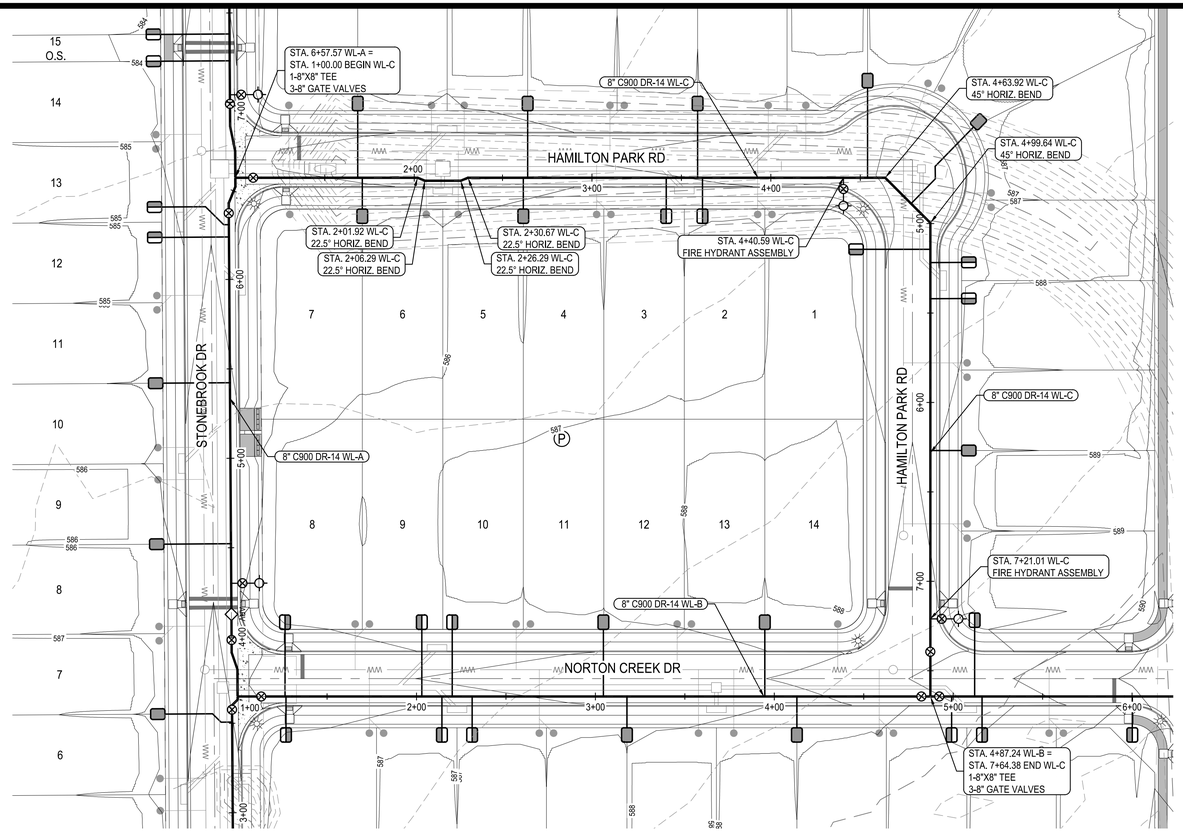
GOLA, PHASE II
HUTTO, TEXAS
WL-B PLAN AND PROFILE (1+00 TO END)

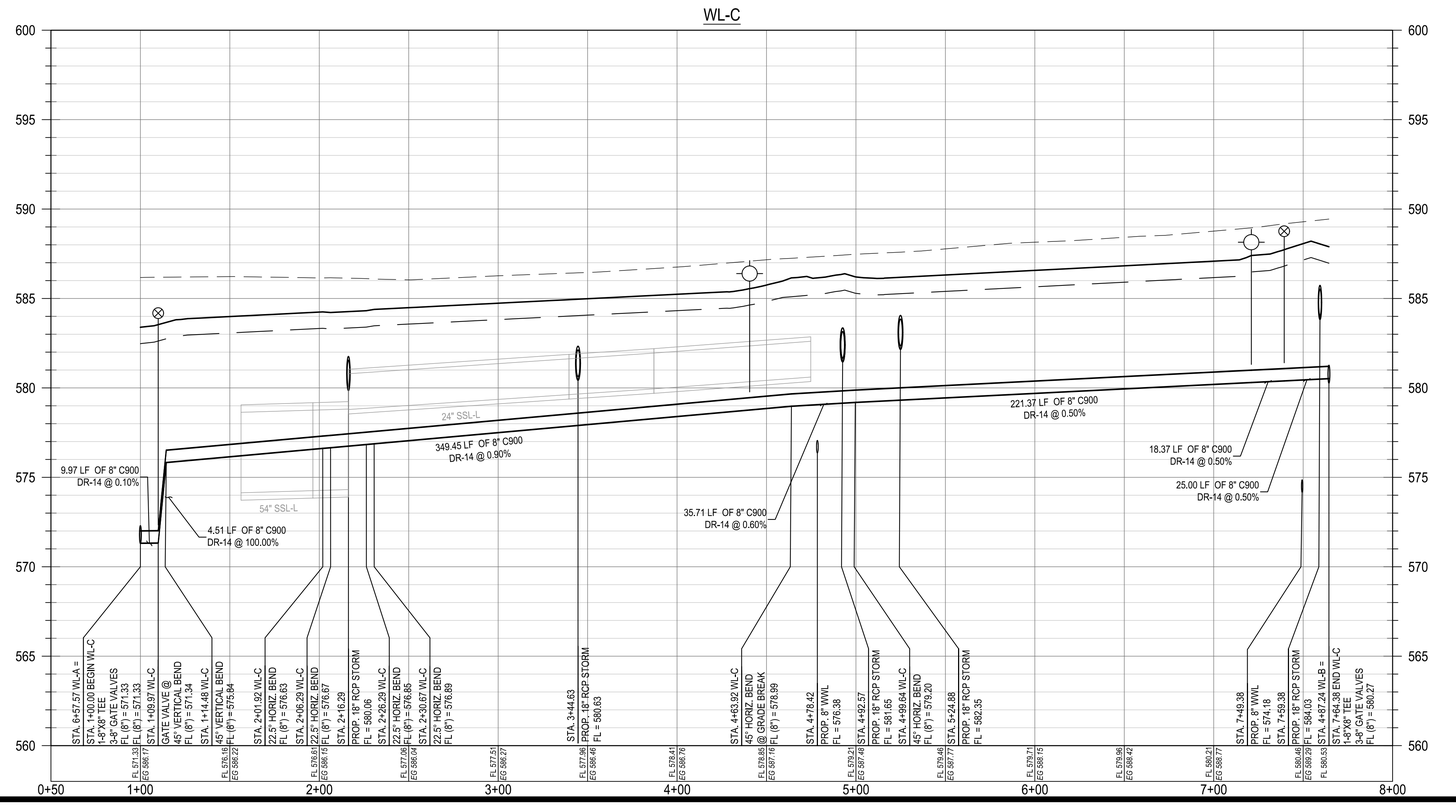
SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED PROFESSIONAL ENGINEER
06/28/2024

SHEET
46 OF 66

G:\TX\CIP\Projects\Ashton_Woods\96939-00-Gola_Ph_2\LD\01_CADD\01_Sits\C-SP-WATR-P&P-PH2.dwg Layout: WL-B PLAN AND PROFILE (1+00 TO END) Plotted: 6/11/2024 2:43:38 PM





0 20' 40' 80'
SCALE: 1" = 40'

LEGEND

- PROPERTY BOUNDARY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- FIRE HYDRANT ASSEMBLY
- GATE VALVE
- CAP
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- SINGLE WATER SERVICE
- DOUBLE WASTEWATER SERVICE
- SINGLE WASTEWATER SERVICE

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PROFILE LEGEND

- FINISHED GRADE
- SUBGRADE
- EXISTING GRADE
- PROPOSED WATER LINE
- FIRE HYDRANT
- GATE VALVE
- WATER METER
- AIR RELEASE VALVE (ARV)
- AUTOMATIC FLUSH VALVE (AFV)
- WATER CAP

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Reviewed for Substantial Conformance by City of Hutto
Matt Nortrup, P.E.
City Engineer
Engineering - City of Hutto
08/29/2024
FOR OFFICIAL USE ONLY

	APR
	DATE
RECORD DRAWING	DESCRIPTION
	REV
DESIGNED BY:	DAZ
REVIEWED BY:	TMH
DRAWN BY:	DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.browngay.com

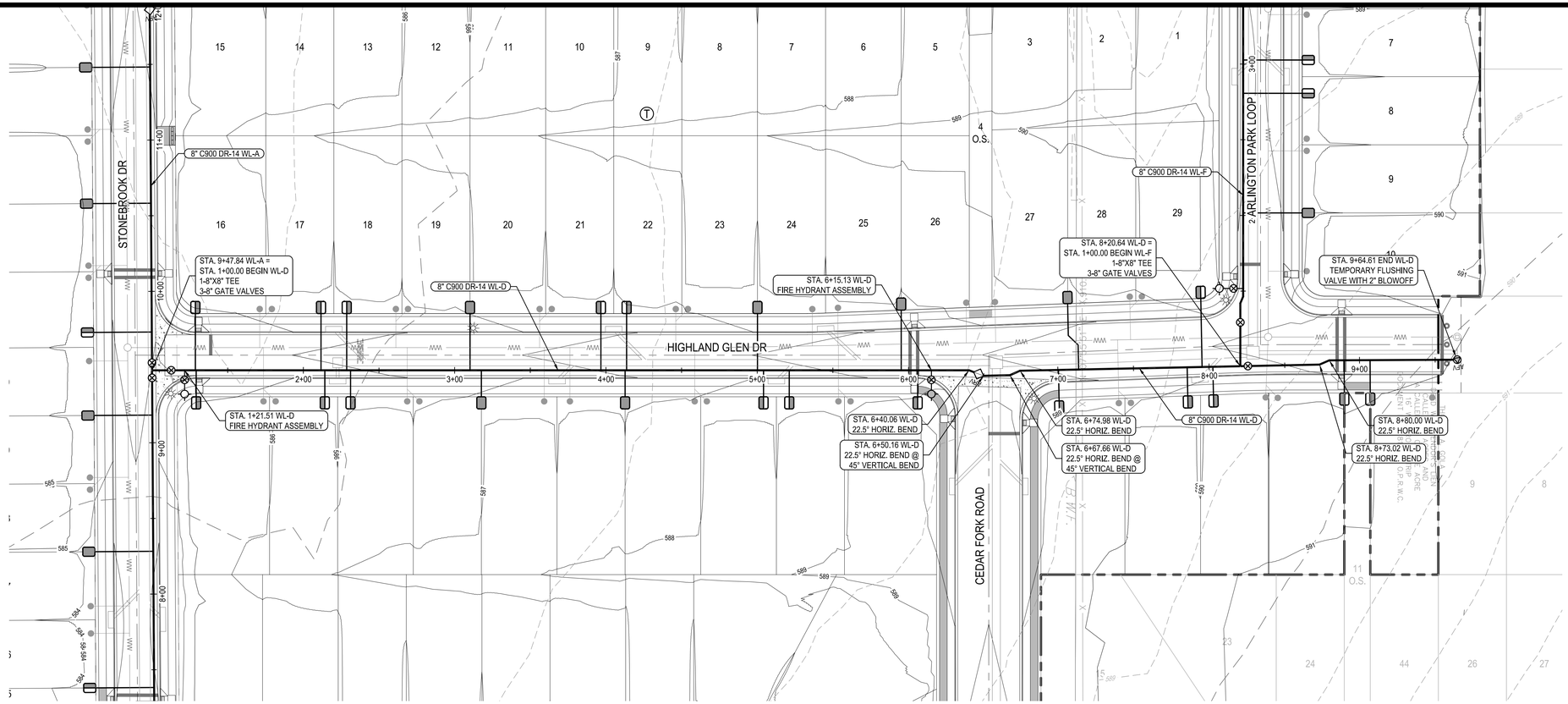
GOLA, PHASE II
HUTTO, TEXAS
WL-C PLAN AND PROFILE (1+00 TO END)

SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED PROFESSIONAL ENGINEER
06/28/2024

SHEET
47 OF 66

G:\TXCIVIL\Projects\Ashton_Woods\9639-00-Gola_Ph_2\LD\01_CADD\01_Sits\C-SP-WATR-P&P-PH2.dwg Layout: WL-C PLAN AND PROFILE (1+00 TO END) Plotted: 6/11/2024 2:43:52 PM



LEGEND

- PROPERTY BOUNDARY
- EXISTING MAJOR CONTOUR
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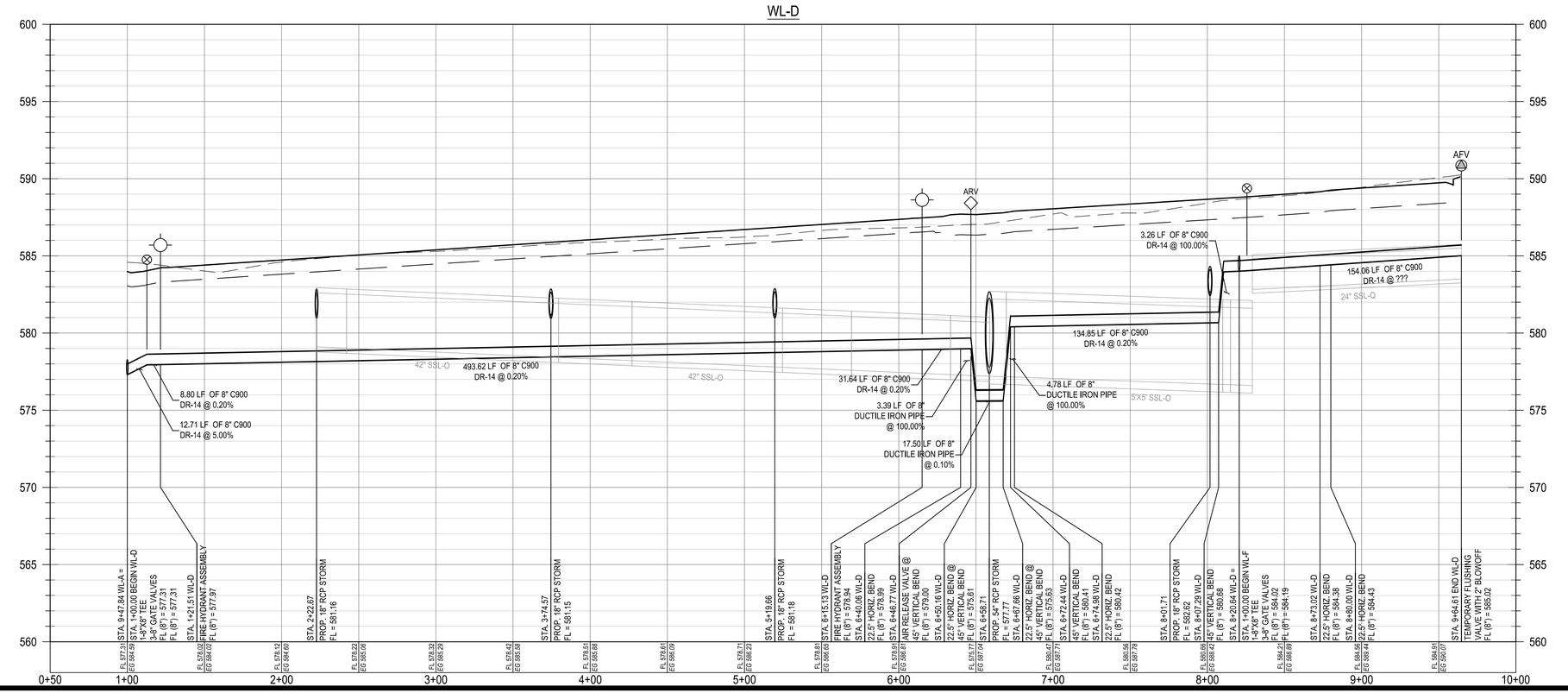

							APR
							DATE
						RECORD DRAWING	DESCRIPTION
◁	◁	◁	◁	◁	◁		REV

DESIGNED BY:	DAZ
REVIEWED BY:	TMH
DRAWN BY:	DAZ

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TBPE Registration No. F-1046
TEL: 512-879-0400 www.browngay.com

GOLA, PHASE II
HUTTO, TEXAS
WL-D PLAN AND PROFILE (1+00 TO END)

SUBMITTAL DATE: 11-30-2022

Reviewed for Substantial Conformance by City of Hutto
Matt Rector, P.E.
City Engineer
Engineering - City of Hutto
08/29/2024
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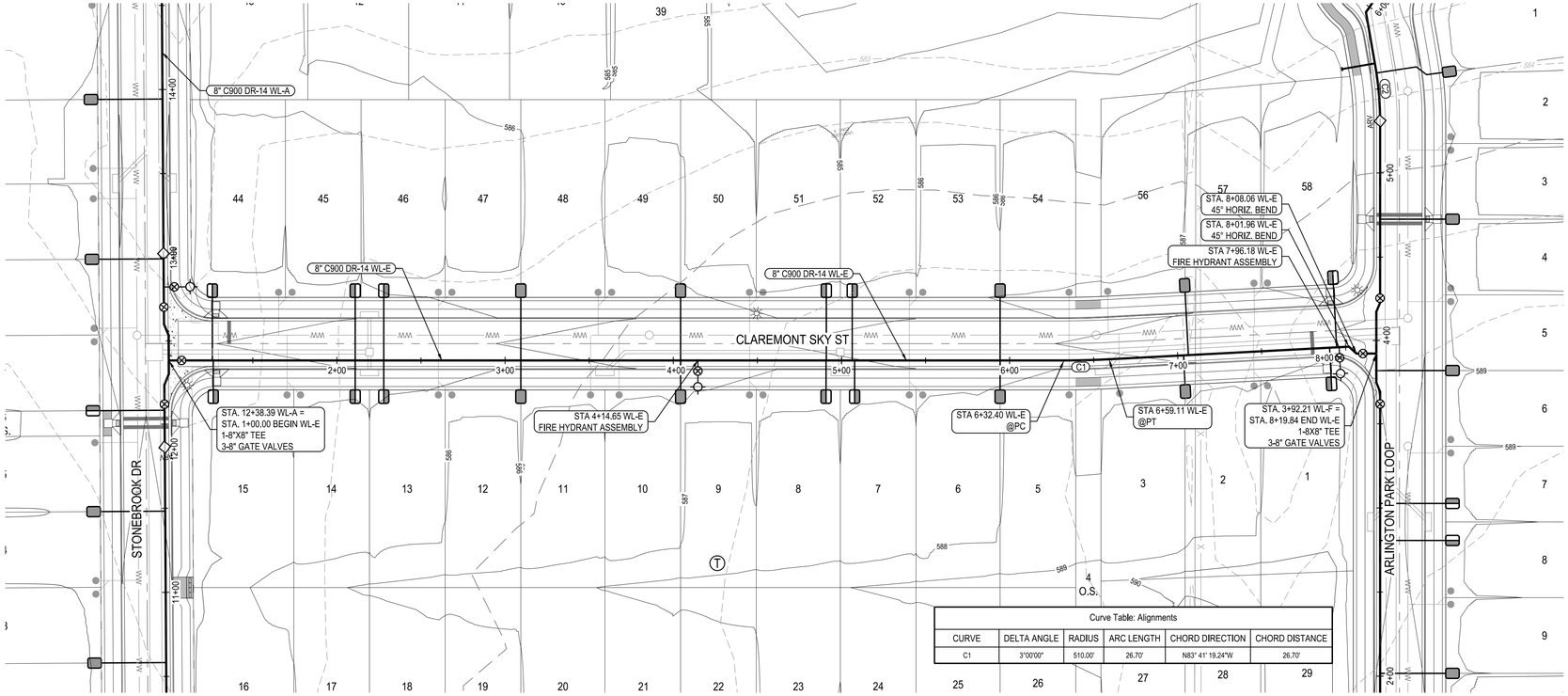
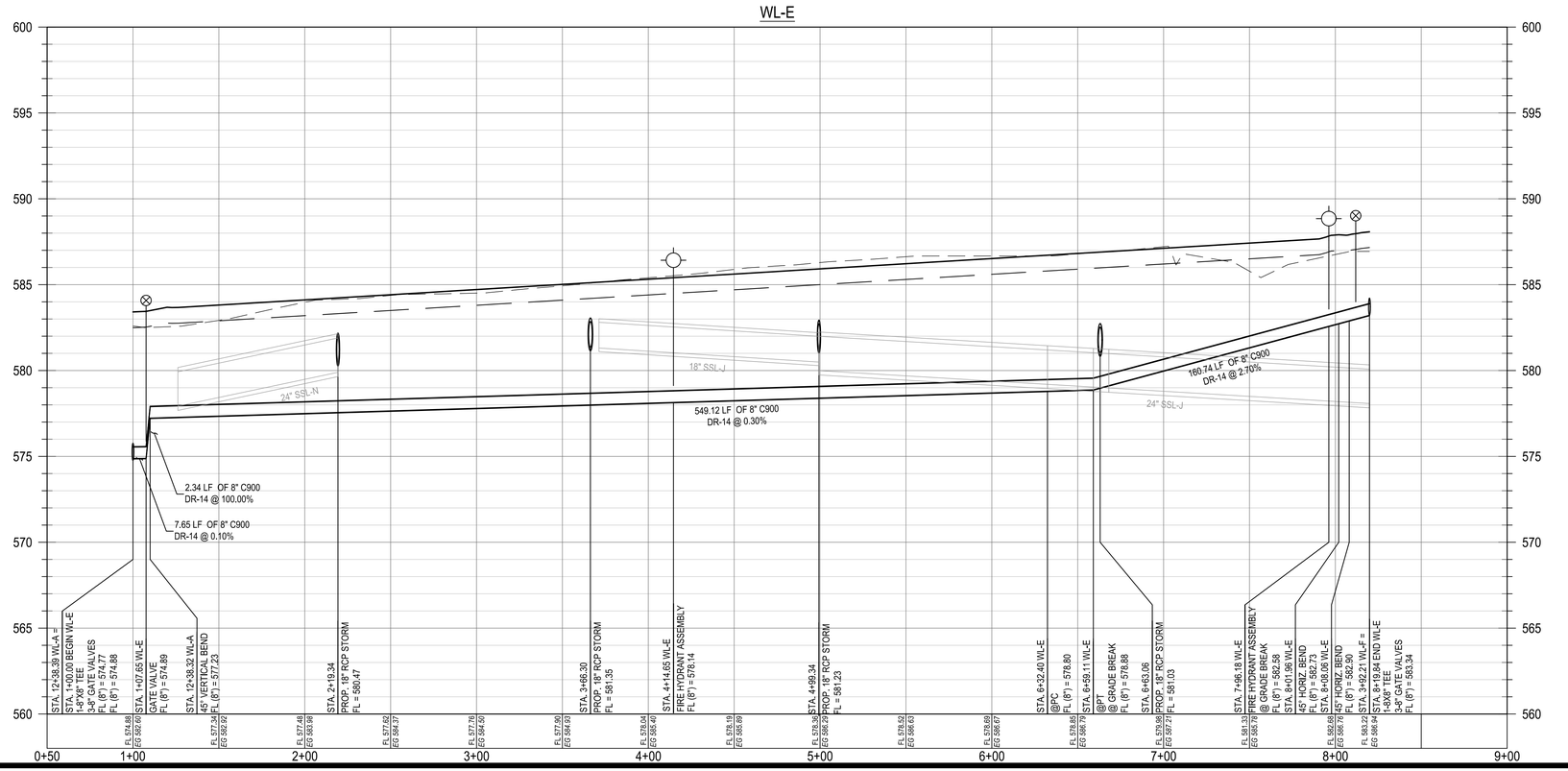
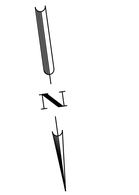
STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED
PROFESSIONAL ENGINEER
06/28/2024

SHEET
48 OF 66

G:\TX\CIP\Projects\Ashton_Woods\9639-00-Gola_Ph_2\LD\01_CADD\01_Sheets\C-SP-WATR-P&P-PH2.dwg Layout: WL-D PLAN AND PROFILE (1+00 TO END) Plotted: 6/11/2024 2:44:07 PM







LEGEND

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	APR
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RECORD DRAWING	DESCRIPTION
	REV
DESIGNED BY:	DAZ
REVIEWED BY:	TMH
DRAWN BY:	DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.brwngay.com

GOLA, PHASE II
HUTTO, TEXAS
WL-E PLAN AND PROFILE (1+00 TO END)

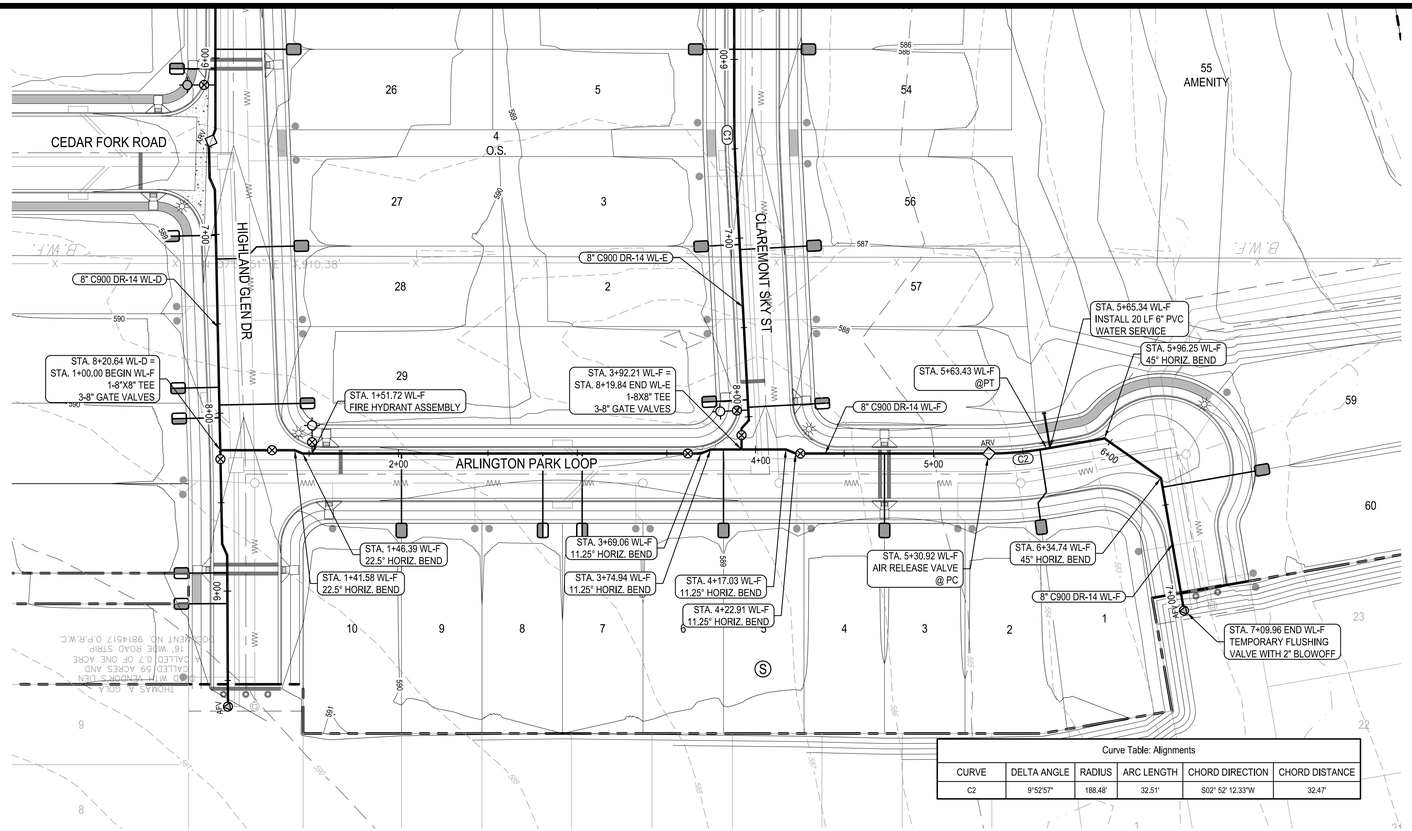
SUBMITTAL DATE: 11-30-2022

Reviewed for Substantial Conformance by City of Hutto
Matt Rector, P.E.
City Engineer
Engineering - City of Hutto
08/29/2024
FOR OFFICIAL USE ONLY

STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED PROFESSIONAL ENGINEER
06/28/2024

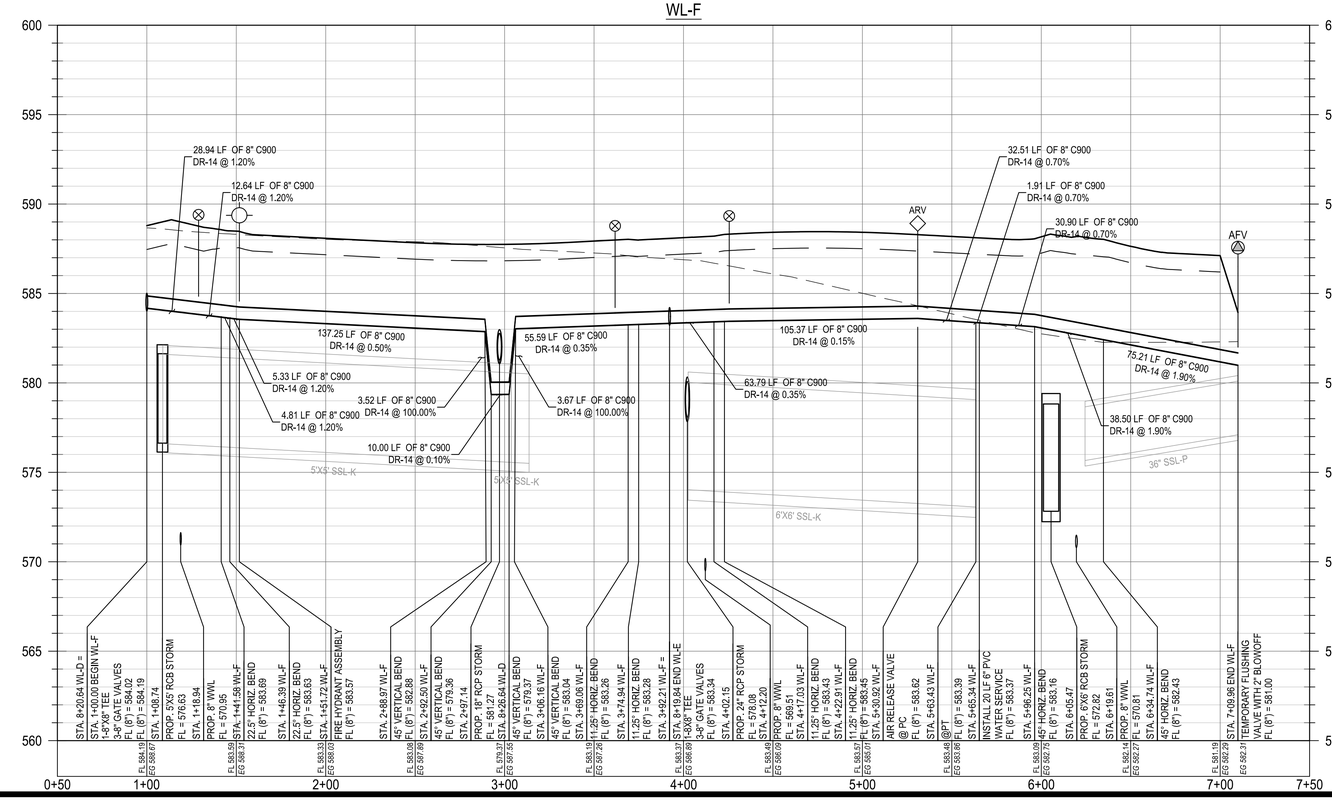
SHEET
49 OF 66

G:\TXCIVIL\Projects\Ashton_Woods\9639-00-Gola_Ph_2\LD\01_CADD\01_Sites\C-SIP-WATR-P&P-PH2.dwg Layout: WL-E PLAN AND PROFILE (1+00 TO END) Plotted: 6/11/2024 2:44:21 PM



Curve Table: Alignments

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD DISTANCE
C2	9°52'57"	188.48'	32.51'	S02° 52' 12.33"W	32.47'



0 20' 40' 80'
SCALE: 1" = 40'

LEGEND

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	REV
DESIGNED BY:	DAZ
REVIEWED BY:	TMH
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BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
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GOLA, PHASE II
HUTTO, TEXAS
WL-F PLAN AND PROFILE (1+00 TO END)

SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED
PROFESSIONAL ENGINEER
06/28/2024

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Reviewed for Substantial Conformance by City of Hutto
Matt Nortrup, P.E.
City Engineer
Engineering - City of Hutto
08/29/2024

SHEET
50 OF 66

G:\TX\CIP\Projects\Ashton_Woods\9639-00-Gola_Ph_2\LD\01_CADD\01_Sits\C-SIP-WATR-P&P-PH2.dwg Layout: WL-F PLAN AND PROFILE (1+00 TO END) Plotted: 6/11/2024 2:44:36 PM

ARLINGTON PARK LOOP
CEDAR FORK ROAD
HAMILTON PARK RD
STONEBROOK DR
HIGHLAND GLEN DR
CLAREMONT SKY ST
NORTON CREEK DR
SUNLIGHT LAKE BLVD
HAMILTON PARK RD
55 AMENITY
OPEN SPACE
4 - 16 UNIT BOXES
3 - 12 UNIT BOXES
3 - 16 UNIT BOXES
CROSS TRAFFIC DOES NOT STOP
B.W.F.
P.P. STEEL HVE
S 07°27'42" W 3,038.31'

0 30' 60' 120'
SCALE: 1" = 60'

LEGEND

- PROPERTY BOUNDARY
- STREET NAME / STOP — R1-1 30"x30" — PROPOSED STOP SIGN W/ STREET NAME SIGNS
- SPEED LIMIT 35 — R2-1 — PROPOSED SPEED LIMIT SIGN
- W11-2 — PROPOSED PEDESTRIAN CROSSING SIGN
- PROPOSED STREET END BARRICADE
- PROPOSED SIGN
- PROPOSED STOP BAR
- PROPOSED BLUE FIRE HYDRANT DELINEATOR
- STREET LIGHT (BY OTHERS)
- IRRIGATION SLEEVE
- 2 - 2' WIDE SOLID WHITE STRIPE CROSSWALK MARKINGS (5' APART)
- CLUSTER BOX PAD LOCATION

NOTES:

1. STREET NAMES SHALL BE DISPLAYED ON STANDARD D3-1 GUIDE SIGNS ERECTED AT EACH STREET INTERSECTION AND HAVE WHITE LETTERS ON A GREEN BACKGROUND IN ACCORDANCE WITH CITY OF HUTTO STANDARDS.
2. ALL SIGNS AND PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC DEVICES (TxMUTCD).
3. PER TxMUTCD REQUIREMENTS, THERE MUST BE A 2' MINIMUM OFFSET BETWEEN THE FACE OF CURB AND THE OUTSIDE EDGE OF SIGNS.
4. BLUE FIRE HYDRANT DELINEATORS TO BE PLACED IN OUTSIDE TRAVEL LANE, 3' FROM LIP OF GUTTER.
5. ALL CHANGES TO THE TRAFFIC CONTROL PLAN MUSH BE APPROVED AND DOCUMENTED BY THE SEALING ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ANY PROPOSED CHANGES TO THE TRAFFIC CONTROL PLAN TO THE ENGINEER FOR APPROVAL.
6. THE LETTERING FOR NAMES OF STREETS ON STREET NAME SIGNS SHALL BE COMPOSED OF A COMBINATION OF LOWER-CASE LETTERS WITH INITIAL UPPER-CASE LETTERS.
7. STOP SIGNS TO BE INSTALLED PER CITY OF HUTTO DETAIL SD-03
8. TYPE III BARRICADES TO THE INSTALLED PER CITY OF GEORGETOWN DETAIL SD22.
9. ALL STOP SIGNS TO BE ACCOMPANIED WITH ADJACENT 24 INCH WHITE STOP BAR.
10. ALL SIGNS AND STRIPING TO BE INSTALLED PER TxMUTCD.
11. ALL STREET LIGHTS ALONG PROPOSED PUBLIC STREETS MUST CONFORM TO LIGHTING REGULATIONS IN HUTTO UDC SECTION 10.409 AND 10.605.9.
12. CONTRACTOR TO COORDINATE WITH OWNER ON THE NUMBER OF MAILBOX UNITS NEEDED AT EACH LOCATION SHOWN.

SIGN TYPE "A" — NO PARKING / FIRE LANE

SIGN TYPE "C" — NO PARKING / FIRE LANE

SIGN TYPE "D" — NO PARKING / FIRE LANE (18" x 12")

1 RED LETTERING ON A WHITE REFLECTIVE BACKGROUND

* NO PARKING SIGNS TO MEET 2018 IFC D103.6

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Reviewed for Substantial Conformance by City of Hutto
Matt Rector, P.E.
City Engineer
Engineering - City of Hutto
08/29/2024

	APR
	DATE
RECORD DRAWING	DESCRIPTION
	REV

DESIGNED BY: DAZ
REVIEWED BY: TMH
DRAWN BY: DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.brownge.com

GOLA, PHASE II
HUTTO, TEXAS

OVERALL SIGNAGE PLAN

SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED PROFESSIONAL ENGINEER
08/20/2024

SHEET
51 OF 66

G:\TXC\Projects\Ashton_Woods\9639-00-Gola_Ph_2\LDI01_CADD\01_Shts\C-SP-SIGN-OVAL-PH-2.dwg Layout: OVERALL SIGNAGE PLAN Plotted: 8/19/2024 3:56:05 PM

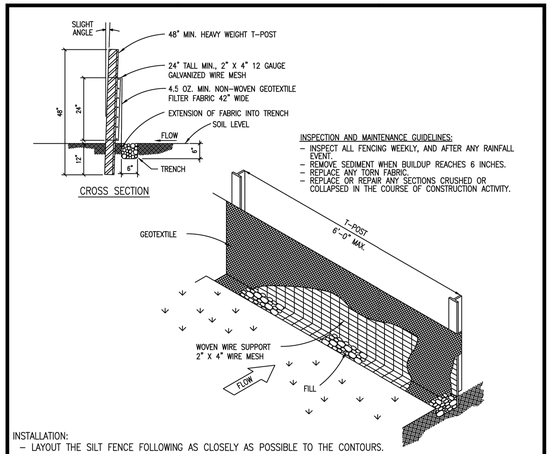
GUIDELINES FOR DESIGN AND INSTALLATION OF TEMPORARY EROSION AND SEDIMENTATION CONTROLS

TYPE OF STRUCTURE	TYPE OF STRUCTURE	TYPE OF STRUCTURE	TYPE OF STRUCTURE
SILT FENCE	N/A 200 FEET 100 FEET 50 FEET	2 ACRES 2 ACRES 1 ACRE 1/2 ACRE	0 – 10% 10% – 20% 20% – 30% > 30%
TRIANGLE FILTER DIKE	100 FEET 50 FEET	1/2 ACRE 1/4 ACRE	< 30% > 30%
ROCK BERM *, **	500 FEET	< 5 ACRES	0 – 10%

* FOR ROCK BERM DESIGN, WHERE PARAMETERS ARE OTHER THAN STATED, DRAINAGE AREA CALCULATION AND ROCK BERM DESIGN MUST BE SUBMITTED FOR REVIEW.

** HIGH SERVICE ROCK BERMS MAY BE REQUIRED IN AREAS OF ENVIRONMENTAL SIGNIFICANCE AS DETERMINED BY THE CITY OF HUTTO.

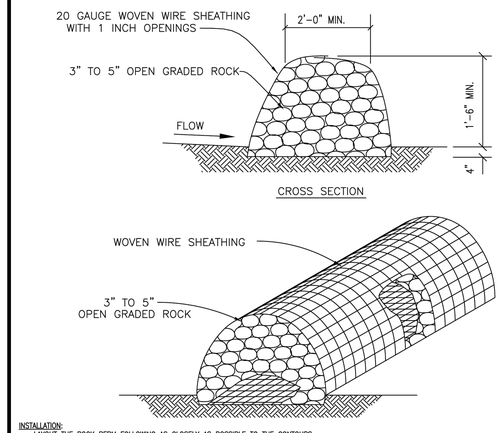
CITY OF HUTTO		
CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO.	ESC01
TEMPORARY EROSION AND SEDIMENTATION CONTROL	UPDATED:	02/01/2019
ENGINEERING & PUBLIC WORKS	DRAWN BY:	BB
	SCALE:	N.T.S.
	FILE NAME:	ESC01.DWG



INSPECTION AND MAINTENANCE GUIDELINES:
- INSPECT ALL FENCING WEEKLY, AND AFTER ANY RAINFALL EVENT.
- REMOVE SEDIMENT WHEN BUILDUP REACHES 6 INCHES.
- REPLACE ANY TORN FABRIC.
- REPLACE OR REPAIR ANY SECTIONS CRUSHED OR COLLAPSED IN THE COURSE OF CONSTRUCTION ACTIVITY.

INSTALLATION:
- LAYOUT THE SILT FENCE FOLLOWING AS CLOSELY AS POSSIBLE TO THE CONTOURS.
- CLEAR THE GROUND OF DEBRIS, ROCKS AND/OR PLANTS (INCLUDING GRASSES TALLER THAN 2") TO PROVIDE A SMOOTH FLOW APPROACH SURFACE.
- EXCAVATE 6" DEEP BY 6" WIDE TRENCH ON UPSTREAM SIDE OF FACE PER PLANS.
- DRIVE THE HEAVY DUTY T–POST AT LEAST 12 INCHES (12") INTO THE GROUND AND AT A SLIGHT ANGLE TOWARDS THE FLOW.
- ATTACH THE 2" X 4" – 12 GAUGE WELDED WIRE MESH TO THE T–POST WITH 11–1/2 GAUGE GALVANIZED T–POST CLIPS. THE TOP OF THE WIRE TO BE 24" ABOVE GROUND LEVEL. THE WELDED WIRE MESH TO BE OVERLAPPED 6" AND TIED AT LEAST SIX TIMES WITH HOG RINGS.
- THE SILT FENCE TO BE INSTALLED WITH A SKIRT MINIMUM OF 6" WIDE, PLACED ON THE UPHILL SIDE OF THE FENCE INSIDE THE EXCAVATED TRENCH. THE FABRIC TO OVERLAP THE TOP OF THE WIRE BY ON INCH (1").
- ANCHOR THE SILT FENCE BY BACKFILLING WITH EXCAVATED DIRT AND ROCKS (NOT LARGER THAN 2").
- GEOTEXTILE SPLICES, MINIMUM 18" WIDE, SHOULD BE ATTACHED IN A LEAST SIX PLACES. SPLICES IN CONCENTRATED FLOW AREAS WILL NOT BE ACCEPTED.
- SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.

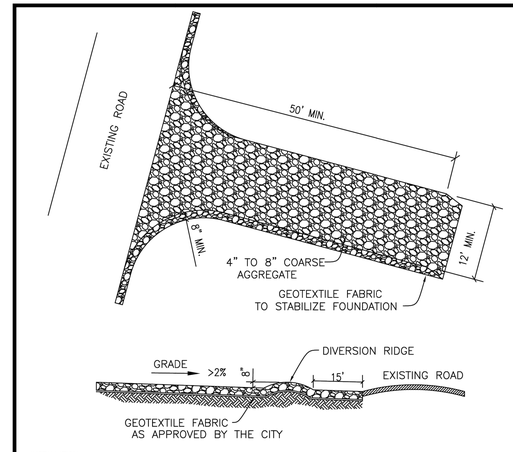
CITY OF HUTTO		
CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO.	ESC02
SILT FENCE	UPDATED:	02/01/2019
ENGINEERING & PUBLIC WORKS	DRAWN BY:	BB
	SCALE:	N.T.S.
	FILE NAME:	ESC02.DWG



INSTALLATION:
- LAYOUT THE ROCK BERM FOLLOWING AS CLOSELY AS POSSIBLE TO THE CONTOURS.
- CLEAR THE GROUND OF ANY DEBRIS, ROCKS AND/OR PLANTS THAT WILL INTERFERE WITH INSTALLATION.
- PLACE WOVEN WIRE FABRIC ON THE GROUND ALONG THE PROPOSED INSTALLATION WITH ENOUGH OVERLAP TO COMPLETELY ENCIRCLE THE FINISHED SIZE OF THE BERM.
- PLACE THE ROCK ALONG WITH THE CENTER OF THE WIRE TO THE DESIGNATED HEIGHT.
- WRAP THE STRUCTURE WITH PREVIOUSLY PLACED WIRE MESH SECURE ENOUGH THAT, WHEN WALKED ACROSS, THE STRUCTURE RETAINS ITS SHAPE.
- SECURE WITH TIE WIRE.
- THE ENDS OF THE BERM SHOULD BE TIED INTO EXISTING UPSLOPE GRADE AND THE BERM SHOULD BE BURIED IN A TRENCH APPROX. 4" DEEP TO PREVENT FAILURE OF THE CONTROL.
- THE ROCK BERM SHOULD BE LEFT IN PLACE UNTIL ALL UPSTREAM AREAS ARE STABILIZED AND ACCUMULATED SILT REMOVED.

INSPECTION AND MAINTENANCE GUIDELINES:
- INSPECTIONS SHOULD BE MADE WEEKLY AND AFTER EACH RAINFALL EVENT BY THE RESPONSIBLE PARTY. FOR INSTALLATIONS IN STREAM BEDS, ADDITIONAL DAILY INSPECTIONS SHOULD BE MADE.
- REMOVE SEDIMENT AND OTHER DEBRIS WHEN BUILDUP REACHES 6 INCHES (6") AND DISPOSE OF THE ACCUMULATED SILT IN AN APPROVED MANNER.
- REPAIR ANY LOOSE WIRE SHEATHING.
- THE BERM SHOULD BE RESHAPED AS NEEDED DURING INSPECTION.
- THE BERM SHOULD BE REPLACED WHEN THE STRUCTURE CEASES TO FUNCTION AS INTENDED DUE TO SILT ACCUMULATION AMONG THE ROCKS, WASHOUT, CONSTRUCTION TRAFFIC DAMAGE, ETC.

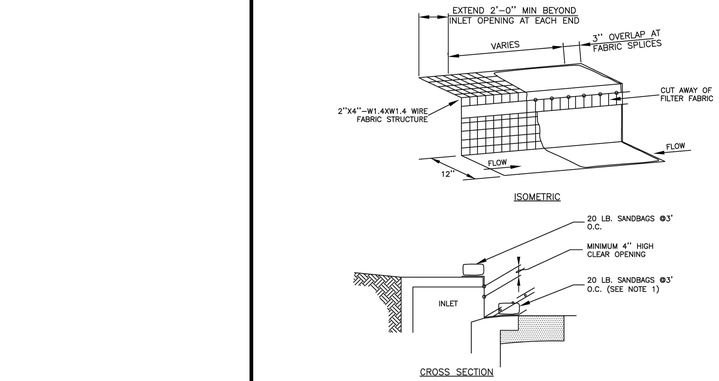
CITY OF HUTTO		
CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO.	ESC03
ROCK BERM	UPDATED:	02/01/2019
ENGINEERING & PUBLIC WORKS	DRAWN BY:	BB
	SCALE:	N.T.S.
	FILE NAME:	ESC03.DWG



INSTALLATION:
- CLEAR THE AREA OF DEBRIS, ROCKS OR PLANTS THAT WILL INTERFERE WITH INSTALLATION.
- GRADE THE AREA FOR THE ENTRANCE TO FLOW BACK ON TO THE CONSTRUCTION SITE. RUNOFF FROM THE STABILIZED CONSTRUCTION.
- PLACE GEOTEXTILE FABRIC AS APPROVED BY THE CITY.
- PLACE ROCK AS APPROVED BY THE CITY.

INSPECTIONS AND MAINTENANCE GUIDELINES:
- THE ENTRANCE SHOULD BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT–OF–WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
- ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHT–OF–WAY SHOULD BE REMOVED IMMEDIATELY BY CONTRACTOR.
- WHEN NECESSARY, WHEELS SHOULD BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHT–OF–WAYS.
- WHEN WASHING IS REQUIRED, IT SHOULD BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.
- ALL SEDIMENT SHOULD BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATER COURSE BY USING APPROVED METHODS.

CITY OF HUTTO		
CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO.	ESC06
STABILIZED CONSTRUCTION ENTRANCE	UPDATED:	02/01/2019
ENGINEERING & PUBLIC WORKS	DRAWN BY:	BB
	SCALE:	N.T.S.
	FILE NAME:	ESC06.DWG



NOTES:

1. WHERE MINIMUM CLEARANCES CAUSE TRAFFIC TO DRIVE IN THE GUTTER, THE CONTRACTOR MAY SUBSTITUTE A 1" X 4" BOARD SECURED WITH CONCRETE NAILS 3' O.C. NAILED INTO THE GUTTER IN LIEU OF SANDBAGS TO HOLD THE FILTER DIKE IN PLACE. UPON REMOVAL, CLEAN ANY DIRT/DEBRIS FROM NAILING LOCATIONS, APPLY CHEMICAL SANDING AGENT AND APPLY NON–SHRINK GROUT FLUSH WITH SURFACE OF GUTTER.
2. A SECTION OF FILTER FABRIC SHALL BE REMOVED AS SHOWN ON THIS DETAIL OR AS DIRECTED BY THE ENGINEER OR DESIGNATED REPRESENTATIVE. FABRIC MUST BE SECURED TO WIRE BACKING WITH CLIPS OR HOG RINGS AT THIS LOCATION.
3. DAILY INSPECTION SHALL BE MADE BY THE CONTRACTOR AND SILT ACCUMULATION MUST BE REMOVED WHEN DEPTH REACHES 2".
4. CONTRACTOR SHALL MONITOR THE PERFORMANCE OF INLET PROTECTION DURING EACH RAINFALL EVENT AND IMMEDIATELY REMOVE THE INLET PROTECTIONS IF THE STORM–WATER BEGINS TO OVERTOP THE CURB.
5. INLET PROTECTIONS SHALL BE REMOVED AS SOON AS THE SOURCE OF SEDIMENT IS STABILIZED.

CITY OF HUTTO		
CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO.	ESC10
CURB INLET PROTECTION	UPDATED:	02/01/2019
ENGINEERING & PUBLIC WORKS	DRAWN BY:	BB
	SCALE:	N.T.S.
	FILE NAME:	ESC10.DWG

Reviewed for Substantial Conformance by City of Hutto
Matt Rector, P.E.
City Engineer
Engineering - City of Hutto
08/29/2024
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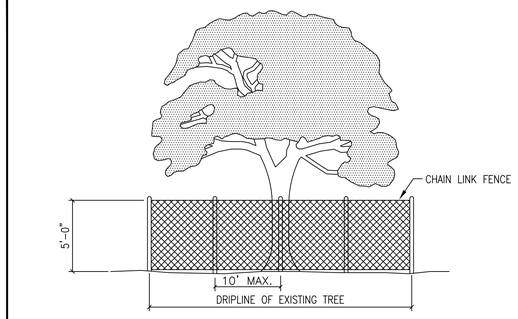

NOTES:

1. TREE PROTECTION FENCES SHALL BE INSTALLED PRIOR TO THE COMMENCEMENT OF ANY SITE PREPARATION WORK (CLEARING, GRUBBING OR GRADING).
2. FENCES SHALL COMPLETELY SURROUND THE TREE, OR CLUSTERS OF TREES; WILL BE LOCATED AT THE OUTERMOST LIMIT OF THE TREE BRANCHES (DRIPLINE), AND WILL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PROJECT IN ORDER TO PREVENT THE FOLLOWING:
   A. SOIL COMPACTION IN THE ROOT ZONE AREA RESULTING FROM VEHICULAR TRAFFIC, OR STORAGE OF EQUIPMENT OR MATERIALS.
   B. ROOT ZONE DISTURBANCES DUE TO GRADE CHANGES (GREATER THAN SIX INCHES (6") CUT OR FILL, OR TRENCHING NOT REVIEWED AND AUTHORIZED BY THE CITY.
   C. WOUNDS TO EXPOSED ROOTS, TRUNKS OR LIMBS BY MECHANICAL EQUIPMENT.
   D. OTHER ACTIVITIES DETRIMENTAL TO TREES, SUCH AS CHEMICAL STORAGE, CEMENT TRUCK CLEANING AND FIRE.
3. EXCEPTIONS TO INSTALLING FENCES AT TREE DRIPLINES MAY BE PERMITTED IN THE FOLLOWING CASES:
   A. WHERE PERMEABLE PAVING IS TO BE INSTALLED, ERECT THE FENCE AT THE OUTER LIMITS OF THE PERMEABLE PAVING AREA.
   B. WHERE TREES ARE CLOSE TO PROPOSED BUILDINGS, ERECT THE FENCE NO CLOSER THAN SIX FEET (6'–0") TO BUILDING.

The Architect/Engineer assumes responsibility for appropriate use of this standard.

CITY OF GEORGETOWN TEXAS	CITY OF GEORGETOWN CONSTRUCTION STANDARDS AND DETAILS		
Georgetown Utility Systems Your Community Owned Utility	TREE PROTECTION – CHAIN LINK FENCE	REVISION NOTE:	ADOPTED 6/21/2006
		DRAWING NAME:	EC09
		SCALE: NTS	DATE: 1/2003
		DRAWN BY: MRS	APPROVED BY: TRB

NOTE: THIS SECTION IS INTENDED TO ASSIST THOSE PERSONS PREPARING WATER POLLUTION ABATEMENT PLANS (WPAP) OR STORM WATER POLLUTION PREVENTION PLANS (SW3P) THAT COMPLY WITH FEDERAL, STATE AND/OR LOCAL STORM WATER REGULATIONS.

1. THE CONTRACTOR TO INSTALL AND MAINTAIN EROSION/SEDIMENTATION CONTROLS AND TREE/NATURAL AREA PROTECTIVE FENCING PRIOR TO ANY SITE PREPARATION WORK (CLEARING, GRUBBING, GRADING, OR EXCAVATION). CONTRACTOR TO REMOVE EROSION/SEDIMENTATION CONTROLS AT THE COMPLETION OF PROJECT AND GRASS RESTORATION.
2. ALL PROJECTS WITHIN THE RECHARGE ZONE OF THE EDWARD'S AQUIFER SHALL SUBMIT A BEST MANAGEMENT PRACTICES AND WATER POLLUTION AND ABATEMENT PLAN TO THE TNRCC FOR APPROVAL PRIOR TO ANY CONSTRUCTION.
3. THE PLACEMENT OF EROSION/SEDIMENTATION CONTROLS TO BE IN ACCORDANCE WITH THE APPROVED EROSION AND SEDIMENTATION CONTROL PLAN AND WATER POLLUTION ABATEMENT PLAN. DEVIATIONS FROM THE APPROVED PLAN MUST BE SUBMITTED TO AND APPROVED BY THE OWNER'S REPRESENTATIVE.
4. ALL PLANTING SHALL BE DONE BETWEEN MAY 1 AND SEPTEMBER 15 EXCEPT AS SPECIFICALLY AUTHORIZED IN WRITING. IF PLANTING IS AUTHORIZED TO BE DONE OUTSIDE THE DATES SPECIFIED, THE SEED SHALL BE PLANTED WITH THE ADDITION OF WINTER FESCUE (KENTUCKY 31) AT A RATE OF 10lb/ACRE. GRASS SHALL BE COMMON BERMUDA GRASS, HULLED, MINIMUM 82% PURE LIVE SEED. ALL GRASS SEED SHALL BE FREE FROM NOXIOUS WEED, GRADE "A" RECENT CROP, RECLEANED AND TREATED WITH APPROPRIATE FUNGICIDE AT TIME OF MIXING. SEED SHALL BE FURNISHED IN SEALED, STANDARD CONTAINERS WITH DEALER'S GUARANTEED ANALYSIS.
5. ALL DISTURBED AREAS TO BE RESTORED AS NOTED IN THE WATER POLLUTION ABATEMENT PLAN.
6. THE PLANTED AREA TO BE IRRIGATED OR SPRINKLED IN A MANNER THAT WILL NOT ERODE THE TOPSOIL, BUT WILL SUFFICIENTLY SOAK THE SOIL TO A DEPTH OF FOUR (4) INCHES. THE IRRIGATION TO OCCUR AT 10–DAY INTERVALS DURING THE FIRST TWO MONTHS TO INSURE GERMINATION AND ESTABLISHMENT OF THE GRASS . RAINFALL OCCURRENCES OF 1/2 INCH OR GREATER TO POSTPONE THE WATERING SCHEDULE ONE WEEK.
7. RESTORATION TO BE ACCEPTABLE WHEN THE GRASS HAS GROWN AT LEAST 1–1/2 INCHES HIGH WITH 95% **COVERAGE,** PROVIDED NO BARE SPOTS LARGER THAN 25 SQUARE FEET EXIST.
8. A MINIMUM OF FOUR (4) INCHES OF TOPSOIL TO BE PLACED IN ALL AREAS DISTURBED BY CONSTRUCTION.
9. THE CONTRACTOR TO HYDROMULCH OR SOD (AS SHOWN ON PLANS) ALL EXPOSED CUTS AND FILLS UPON COMPLETION OF CONSTRUCTION.
10. EROSION AND SEDIMENTATION CONTROLS TO BE INSTALLED OR MAINTAINED IN A MANNER WHICH DOES NOT RESULT IN SOIL BUILDUP WITHIN TREE DRIPLINE.
11. TO AVOID SOIL COMPACTION, CONTRACTOR SHALL NOT ALLOW VEHICULAR TRAFFIC, PARKING, OR STORAGE OF EQUIPMENT OR MATERIALS IN THE TREE DRIPLINE AREAS.
12. WHERE A FENCE IS CLOSER THAN FOUR (4) FEET TO A TREE TRUNK, PROTECT THE TRUNK WITH STRAPPED–ON PLANKING TO A HEIGHT OF EIGHT (8) FEET (OR TO THE LIMITS OF LOWER BRANCHING) IN ADDITION TO THE FENCING.
13. TREES TO BE REMOVED IN A MANNER WHICH DOES NOT IMPACT TREES TO BE PRESERVED.
14. ANY ROOT EXPOSED BY CONSTRUCTION ACTIVITY TO BE PRUNED FLUSH WITH THE SOIL. BACKFILL ROOT AREAS WITH GOOD QUALITY TOPSOIL AS SOON AS POSSIBLE. IF EXPOSED ROOT AREAS ARE NOT BACKFILLED WITHIN TWO DAYS, COVER THEM WITH ORGANIC MATERIAL IN A MANNER WHICH REDUCES SOIL TEMPERATURE AND MINIMIZES WATER LOSS DUE TO EVAPORATION.
15. CONTRACTOR TO PRUNE VEGETATION TO PROVIDE CLEARANCE FOR STRUCTURES, VEHICULAR TRAFFIC, AND EQUIPMENT BEFORE DAMAGE OCCURS (RIPPING OF BRANCHES, ETC.). ALL FINISHED PRUNING TO BE DONE ACCORDING TO RECOGNIZED, APPROVED STANDARDS OF THE INDUSTRY (REFERENCE THE "NATIONAL ARBORIST ASSOCIATION PRUNING STANDARDS FOR SHADE TREES").
16. THE CONTRACTOR IS TO INSPECT THE CONTROLS AT WEEKLY INTERVALS AND AFTER EVERY RAINFALL EXCEEDING 1/4 INCH TO VERIFY THAT THEY HAVE NOT BEEN SIGNIFICANTLY DISTURBED. ANY ACCUMULATED SEDIMENT AFTER A SIGNIFICANT RAINFALL TO BE REMOVED AND PLACED IN THE OWNER DESIGNATED SPOIL DISPOSAL SITE. THE CONTRACTOR TO CONDUCT PERIODIC INSPECTIONS OF ALL EROSION/SEDIMENTATION CONTROLS AND TO MAKE ANY REPAIRS OR MODIFICATIONS NECESSARY TO ASSURE CONTINUED EFFECTIVE OPERATION OF EACH DEVICE.
17. WHERE THERE IS TO BE AN APPROVED GRADE CHANGE, IMPERMEABLE PAVING SURFACE, TREE WELL, OR OTHER SUCH SITE DEVELOPMENT IMMEDIATELY ADJACENT TO A PROTECTED TREE, ERECT THE FENCE APPROXIMATELY TWO TO FOUR FEET (2'–4') BEHIND THE AREA IN QUESTION.
18. NO ABOVE AND/OR BELOW GROUND TEMPORARY FUEL STORAGE FACILITIES TO BE STORED ON THE PROJECT SITE.
19. IF EROSION AND SEDIMENTATION CONTROL SYSTEMS ARE EXISTING FROM PRIOR CONTRACTS, OWNER'S REPRESENTATIVE AND THE CONTRACTOR TO EXAMINE THE EXISTING EROSION AND SEDIMENTATION CONTROL SYSTEMS FOR DAMAGE PRIOR TO CONSTRUCTION. ANY DAMAGE TO PREEXISTING EROSION AND SEDIMENTATION CONTROLS NOTED TO BE REPAIRED AT OWNERS EXPENSE.
20. INTENTIONAL RELEASE OF VEHICLE OR EQUIPMENT FLUIDS ONTO THE GROUND IS NOT ALLOWED. CONTAMINATED SOIL RESULTING FROM ACCIDENTAL SPILL TO BE REMOVED AND DISPOSED OF PROPERLY.

The Architect/Engineer assumes responsibility for appropriate use of this standard.

CITY OF GEORGETOWN TEXAS	CITY OF GEORGETOWN CONSTRUCTION STANDARDS AND DETAILS		
Georgetown Utility Systems Your Community Owned Utility	EROSION AND SEDIMENTATION AND TREE PROTECTION NOTES	REVISION NOTE:	ADOPTED 6/21/2006
		DRAWING NAME:	EC01A
		SCALE: NTS	DATE: 1/2003
		DRAWN BY: MRS	APPROVED BY: TRB

							APR
							DATE
RECORD DRAWING							DESCRIPTION
◁	◁	◁	◁	◁	◁		REV

DESIGNED BY: DAZ
REVIEWED BY: TMH
DRAWN BY: DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.browngay.com

GOLA, PHASE II
HUTTO, TEXAS

EROSION DETAILS (1 OF 2)

SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED PROFESSIONAL ENGINEER
06/28/2024

SHEET
52 OF 66

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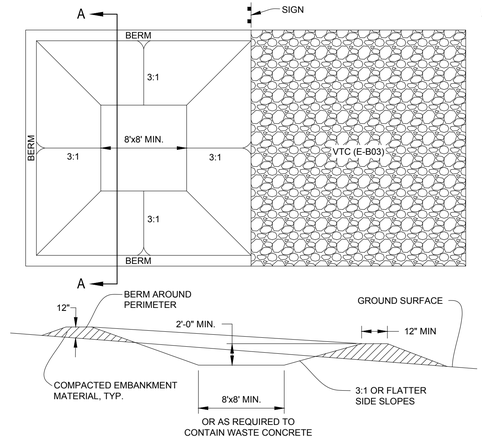

CROSS-SECTION A-A

CONCRETE WASHOUT AREA

CONCRETE WASHOUT AREA INSTALLATION NOTES

1. SELECT A SUITABLE LOCATION FOR CONCRETE WASHOUT AREA(S). (TO BE PLACED A MINIMUM OF 100' FROM DRAINAGE WAYS, BODIES OF WATER, AND INLETS.)
2. LOCATION FOR CONCRETE WASHOUT SHALL BE ADDED TO APPROVED SWP3 KEPT ON SITE.
3. THE CONCRETE WASHOUT AREA SHALL BE INSTALLED PRIOR TO ANY CONCRETE PLACEMENT ON SITE.
4. VEHICLE TRACKING CONTROL (VTC E-B03) IS REQUIRED AT THE ACCESS POINT.
5. SIGNS SHALL BE PLACED AT THE CONSTRUCTION ENTRANCE, AT THE WASHOUT AREA, AND ELSEWHERE AS NECESSARY TO CLEARLY INDICATE THE LOCATION OF THE CONCRETE WASHOUT AREA TO OPERATORS OF CONCRETE TRUCKS AND PUMP RIGS.
6. EXCAVATED MATERIAL SHALL BE UTILIZED IN PERIMETER BERM CONSTRUCTION.

CONCRETE WASHOUT AREA MAINTENANCE NOTES

1. THE CONCRETE WASHOUT AREA SHALL BE REPAIRED AND ENLARGED OR CLEANED OUT AS NECESSARY TO MAINTAIN CAPACITY FOR WASTED CONCRETE.
2. AT THE END OF CONSTRUCTION, ALL CONCRETE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF AT AN APPROVED WASTE SITE.
3. WHEN THE CONCRETE WASHOUT AREA IS REMOVED, THE DISTURBED AREA SHALL BE DRILL SEEDED AND CRIMP MULCHED OR OTHERWISE STABILIZED IN A MANNER APPROVED BY THE CITY.
4. INSPECT WEEKLY, DURING AND AFTER ANY STORM EVENT.

FOR OFFICIAL USE ONLY

Reviewed for Substantial Conformance by City of Hutto

HUTTO

Matt Reiche, P.E.
City Engineer
Engineering - City of Hutto

08/29/2024

						APR
						DATE
		RECORD DRAWING				DESCRIPTION
◁	◁	◁	◁	◁	◁	REV

DESIGNED BY: DAZ

REVIEWED BY: TMH

DRAWN BY: DAZ

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GOLA, PHASE II
HUTTO, TEXAS

EROSION DETAILS (2 OF 2)

SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED
PROFESSIONAL ENGINEER
06/28/2024

SHEET
53 OF 66

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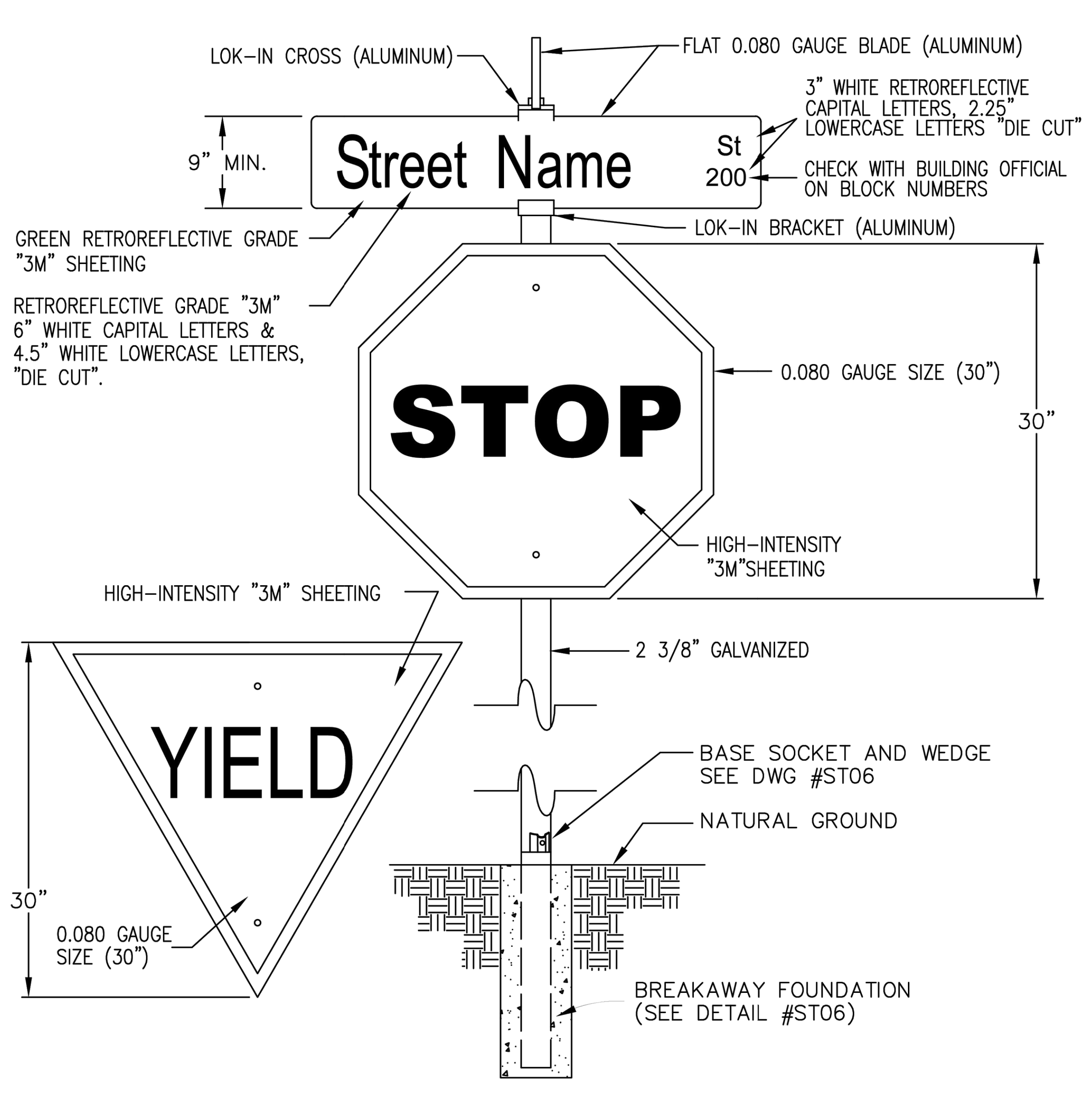
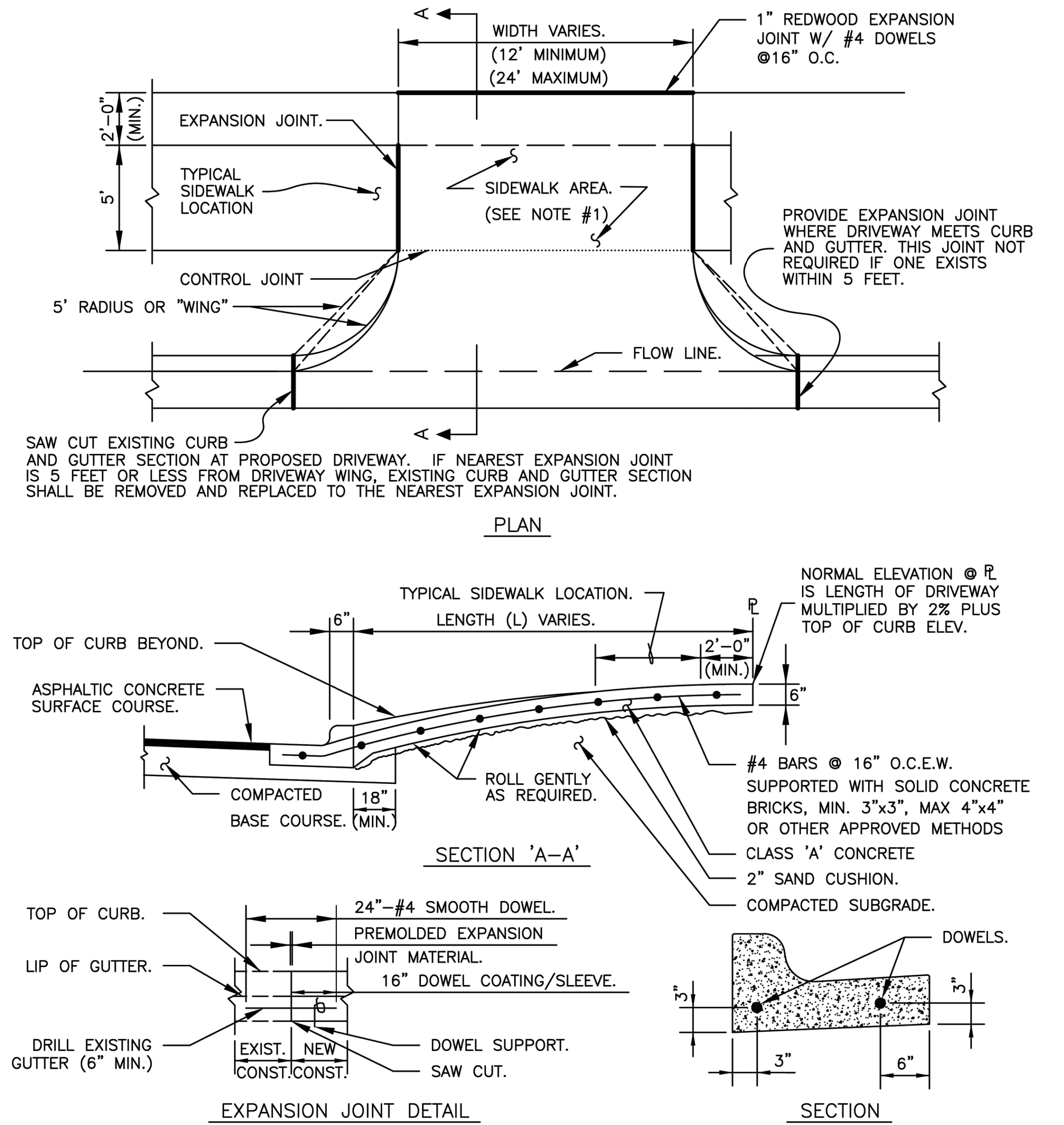


NOTES:
1. 7-FOOT MIN. HEIGHT FROM GROUND TO BOTTOM OF SIGN.
2. ALL SIGNS TO BE IN CONFORMANCE WITH THE CURRENT EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD).
3. ALL SIGNAGE SHEETINGS SHALL BE HIGH-INTENSITY "3M" SHEETING.

CITY OF HUTTO
CONSTRUCTION STANDARDS AND DETAILS
STANDARD STREET SIGN
ENGINEERING & PUBLIC WORKS

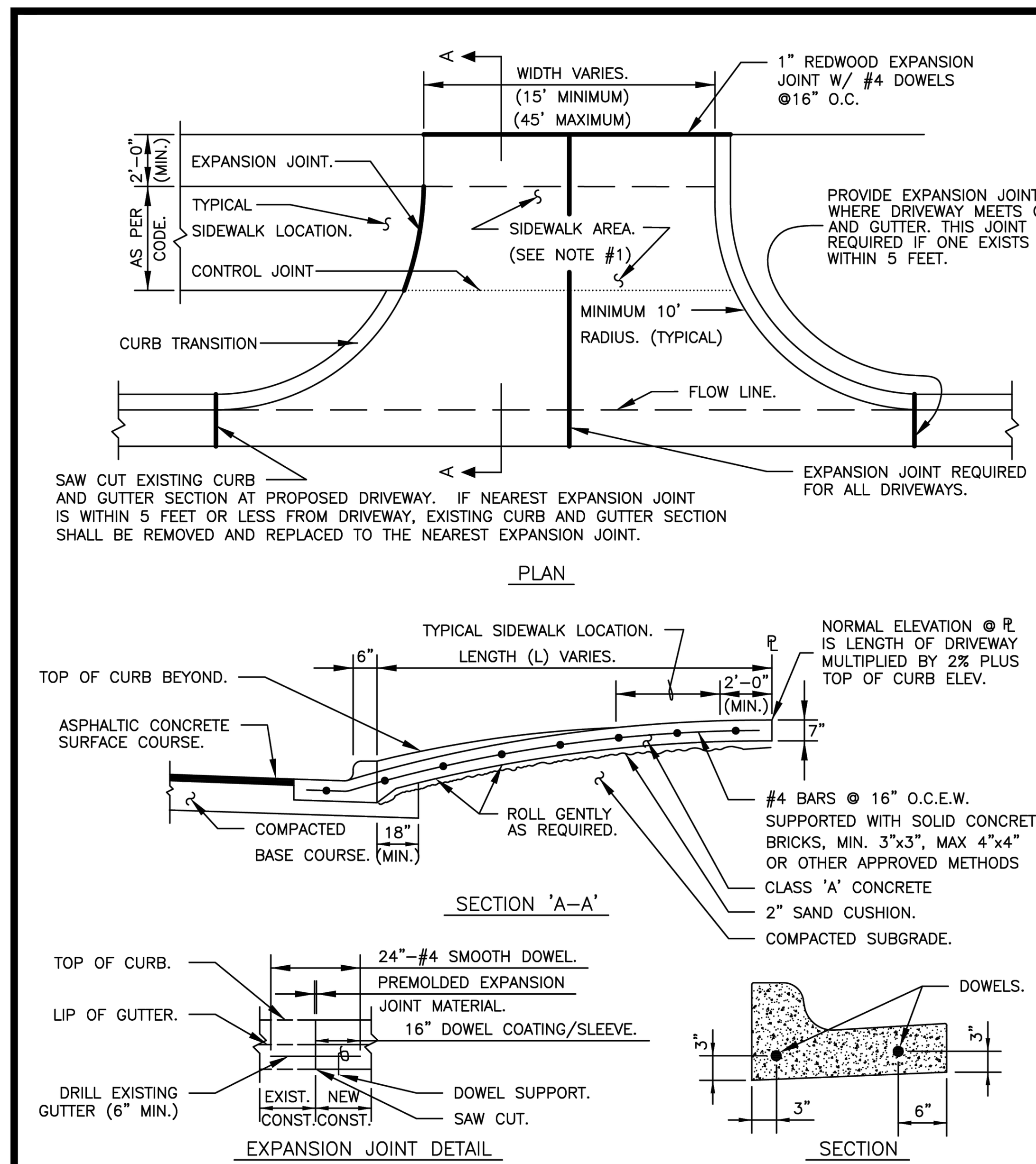
DRAWING NO.	ST01
UPDATED:	02/01/2019
DRAWN BY:	BB
SCALE:	N.T.S.
FILE NAME:	ST01.DWG



NOTES:
1. THE SIDEWALK AREA OF THE DRIVEWAY SHALL SLOPE TOWARD THE STREET PAVING AT NO MORE THAN 1.5%
2. CONTROL JOINT DIMENSIONS PER DETAIL SD04.
3. NO MANUFACTURED SAND.

CITY OF HUTTO
CONSTRUCTION STANDARDS AND DETAILS
RESIDENTIAL DRIVEWAY
ENGINEERING & PUBLIC WORKS

DRAWING NO.	ST03
UPDATED:	02/01/2019
DRAWN BY:	BB
SCALE:	N.T.S.
FILE NAME:	ST03.DWG



NOTE:
1. THE SIDEWALK AREA OF THE DRIVEWAY SHALL SLOPE TOWARD THE STREET PAVING AT NO MORE THAN 1.5%.
2. CONTROL JOINT DIMENSIONS PER DETAIL ST04.

CITY OF HUTTO
CONSTRUCTION STANDARDS AND DETAILS
COMMERCIAL DRIVEWAY
ENGINEERING & PUBLIC WORKS

DRAWING NO.	ST03
UPDATED:	02/01/2019
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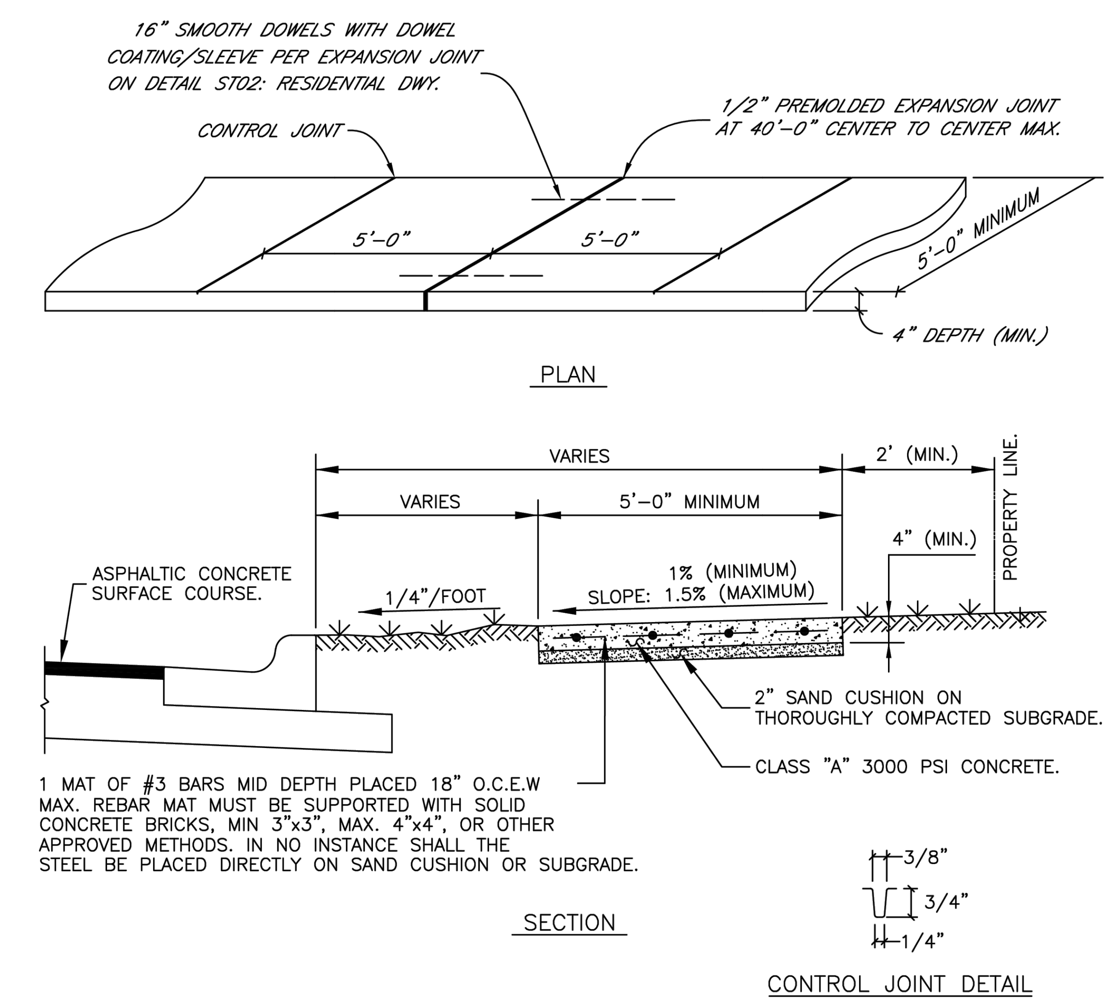

NOTES:
1. FOR ROLLER STAMPED SIDEWALK: MATCH TO SPECIFICATIONS.
2. STANDARD LOCATION OF SIDEWALK IS OFF BACK OF CURB. SPECIAL DESIGNS MAY BE APPROVED BY THE CITY ENGINEER, PRIOR TO FINAL DESIGN.
3. SIDEWALK SHALL CONFORM TO CURRENT AMERICANS WITH DISABILITIES ACT STANDARDS.
4. IF REQUIRED ALL SIDEWALKS SHALL BE SUBMITTED AND APPROVED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION BY THE ENGINEER OF RECORD.
5. ANY VARIANCE IN TEXTURE, GRADE OR ALIGNMENT MUST BE APPROVED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION.

CITY OF HUTTO
CONSTRUCTION STANDARDS AND DETAILS
SIDEWALK
ENGINEERING & PUBLIC WORKS

DRAWING NO.	ST04
UPDATED:	02/01/2019
DRAWN BY:	BB
SCALE:	N.T.S.
FILE NAME:	ST04.DWG

Reviewed for Substantial Conformance by City of Hutto
Matt Rector, P.E.
City Engineer
Engineering - City of Hutto
08/29/2024
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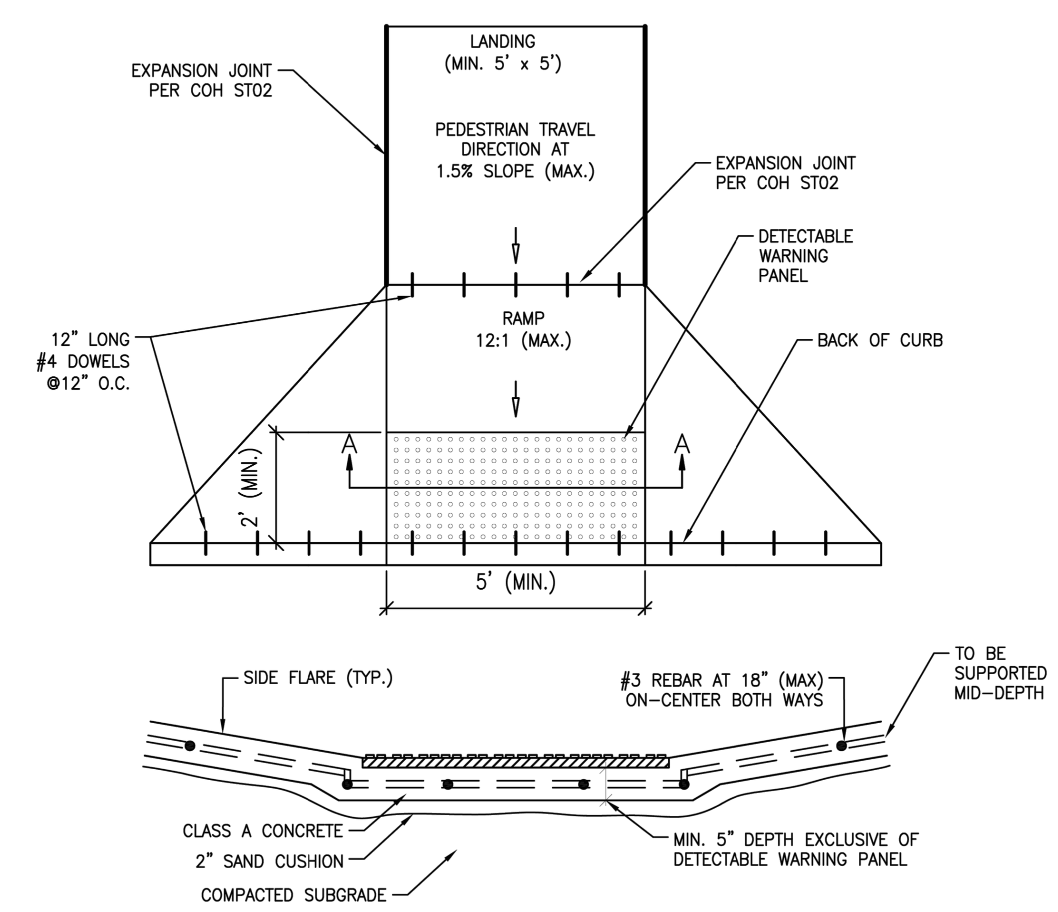
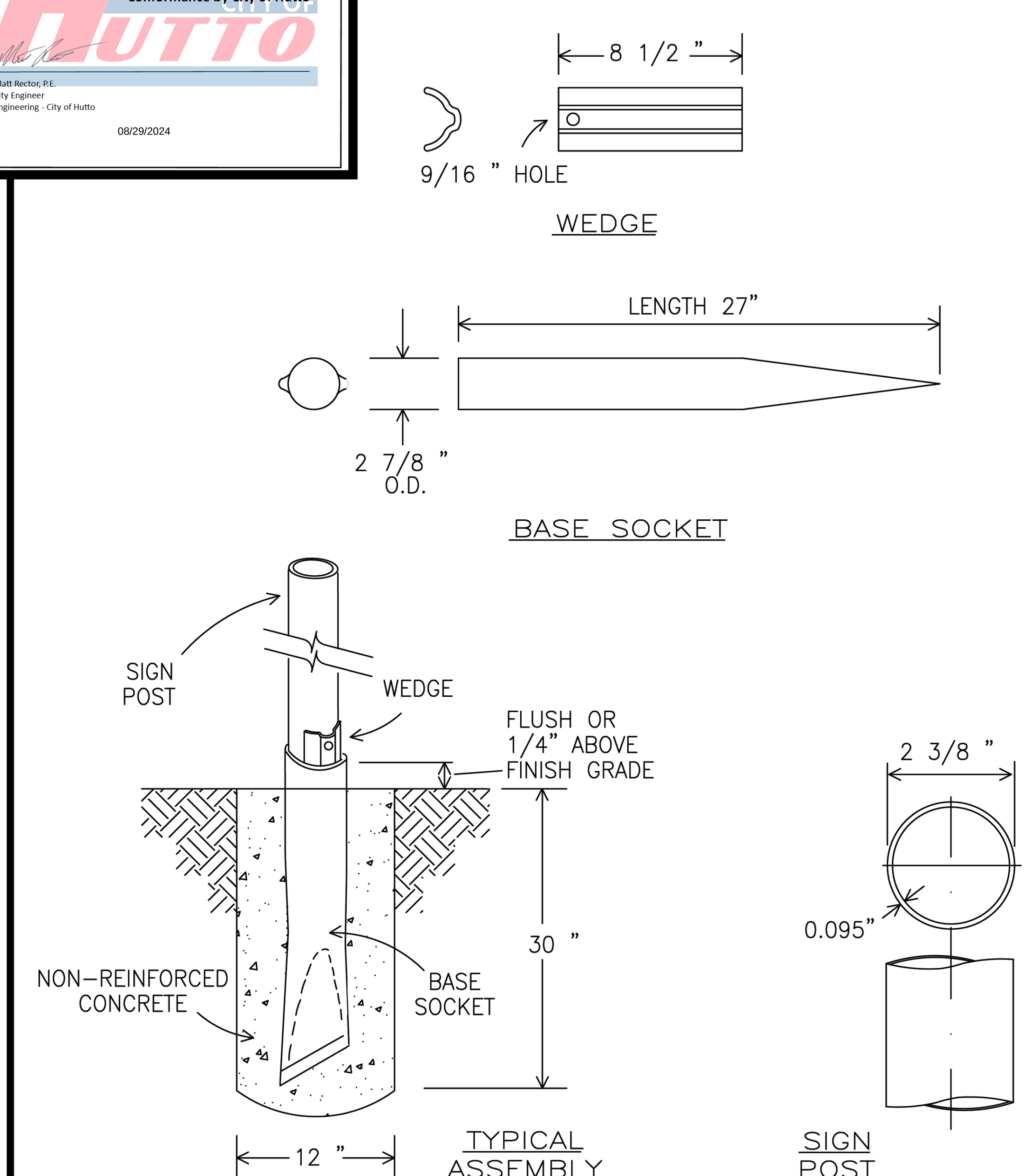


NOTES:
1. CURB RAMPS AND DETECTABLE WARNING MATERIALS MUST BE COMPLIANT WITH 2010 ADA STANDARDS FOR ACCESSIBLY DESIGN AND THE 2012 TEXAS ACCESSIBILITY STANDARDS (TAS).
2. DETECTABLE WARNING PANELS TO BE CAST-IN-PLACE CAST IRON DETECTABLE WARNING PLATES MANUFACTURED BY EAST JORDAN IRON WORKS OR NEENAH FOUNDRY.
3. DETECTABLE WARNING PANELS TO BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
4. DETECTABLE WARNING PANEL SHALL BE LOCATED SUCH THAT THE EDGE NEAREST THE CURB LINE IS AT THE BACK OF CURB. ALIGN THE ROWS OF DOMES PERPENDICULAR TO THE GRADE BREAK BETWEEN THE RAMP RUN AND THE ROADWAY.
5. DETECTABLE WARNING PANEL TO BE COTNRASTING COLOR TO THE ADJACENT SURFACES, INCLUDING SIDE FLARES.
6. REBAR AND EXPANSION JOINTS TO BE INSTALLED PER CITY OF HUTTO DETAILS ST04 - SIDEWALK, ST02 - RESIDENTIAL DRIVEWAY, AND ST03 - COMMERCIAL DRIVEWAY
7. CONCRETE TO BE INSTALLED PER CITY OF HUTTO SPECIFICATIONS.

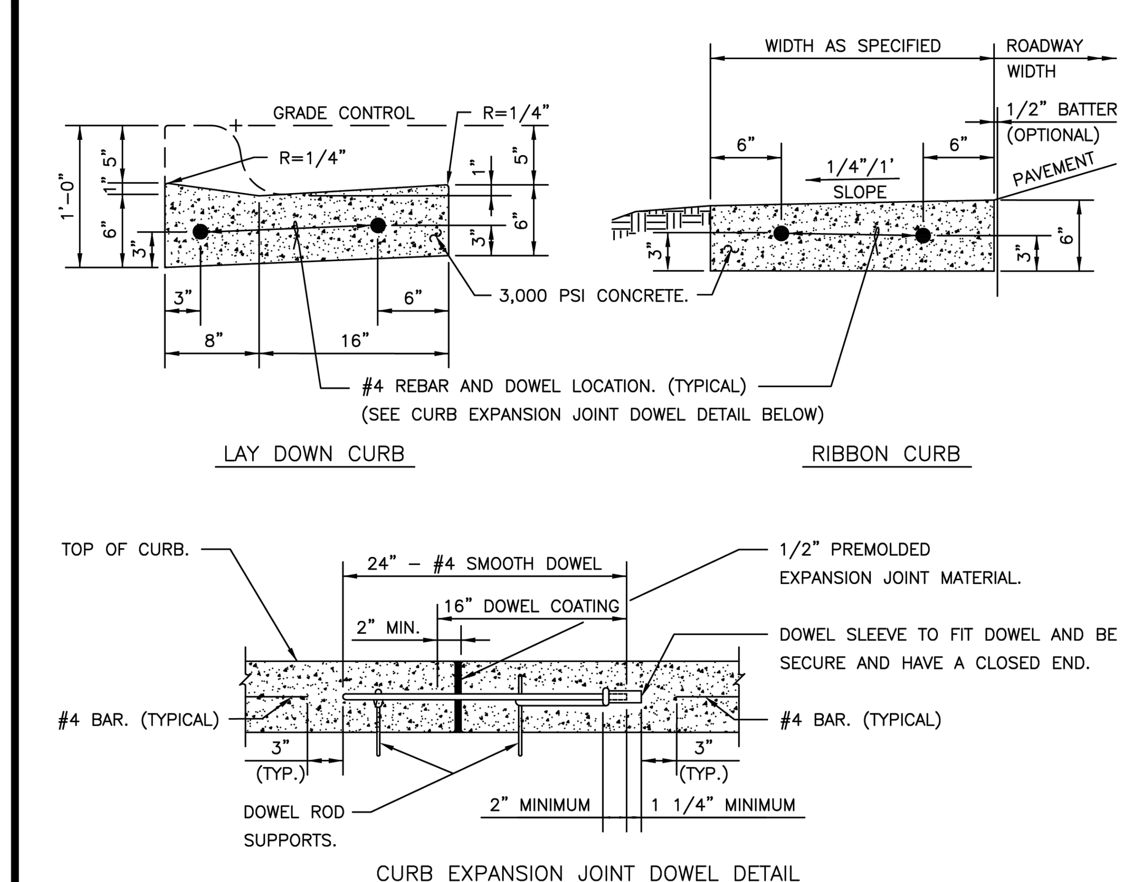
CITY OF HUTTO
CONSTRUCTION STANDARDS AND DETAILS
STANDARD CURB RAMP
ENGINEERING & PUBLIC WORKS

DRAWING NO.	ST05
UPDATED:	02/01/2019
DRAWN BY:	BB
SCALE:	N.T.S.
FILE NAME:	ST05.DWG



CITY OF HUTTO
CONSTRUCTION STANDARDS AND DETAILS
POZ-LOC (BREAKAWAY FOUNDATION)
ENGINEERING & PUBLIC WORKS

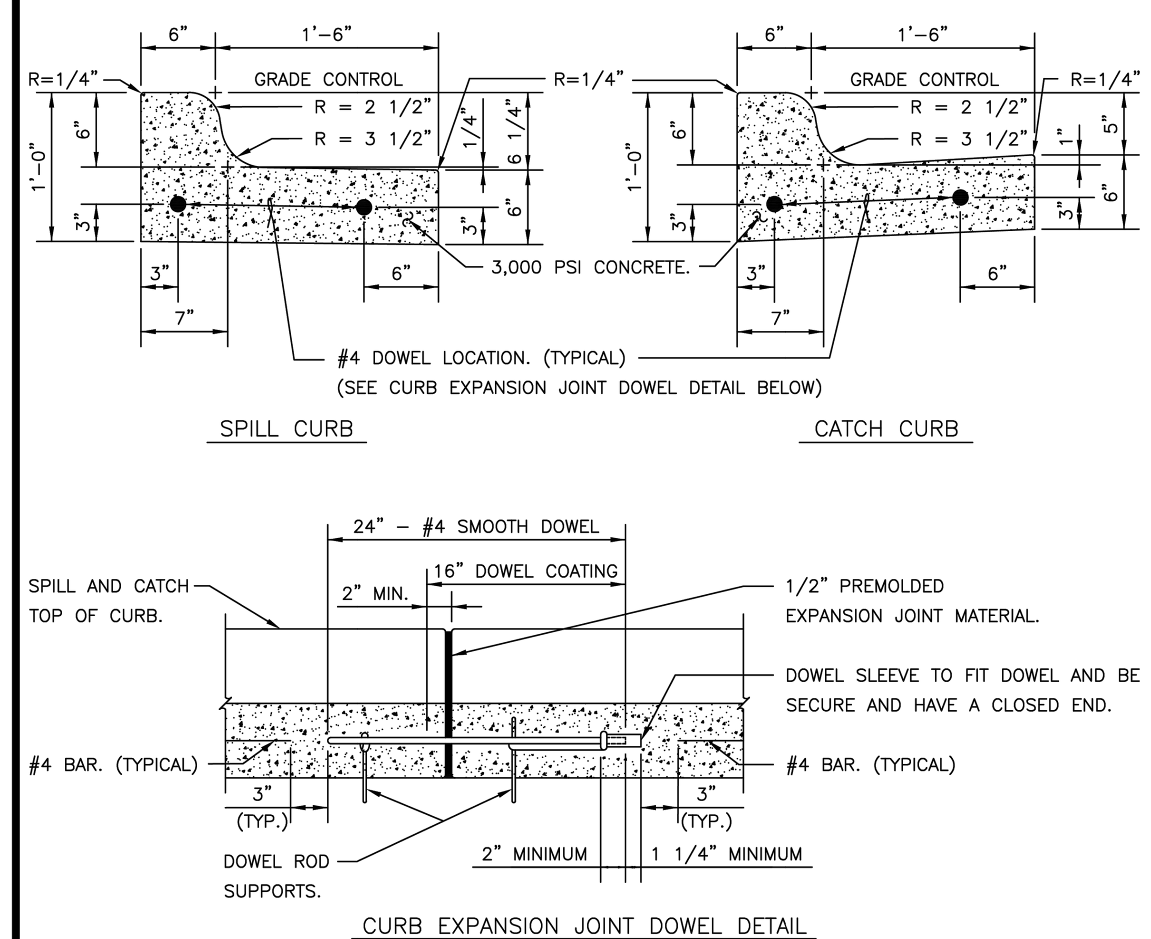
DRAWING NO.	ST06
UPDATED:	02/01/2019
DRAWN BY:	BB
SCALE:	N.T.S.
FILE NAME:	ST06.DWG



NOTES:
1. ALL WORK AND MATERIAL SHALL CONFORM TO ASTM A615, A615M, C309 AND D1752. BROOM FINISH EXPOSED SURFACE.
2. CONTROL JOINT SPACING SHALL NOT EXCEED 10'-0'.
3. EXPANSION JOINTS AS PER STANDARD ASTM D-1752.
4. EXPANSION JOINT INTERVALS NOT TO EXCEED 40'-0" FOR ALL CURBS AND CONSTRUCTION METHODS.
5. ALL CURBS SHALL HAVE A MINIMUM OF 4" OF COMPACTED FLEXIBLE BASE BETWEEN BOTTOM OF CURB AND TOP SUBGRADE THAT SHALL EXTEND A MINIMUM OF 18" BEHIND BACK OF CURB. TOTAL DEPTH OF FLEXIBLE BASE UNDER AND BEHIND CURB SHALL BE: (TOTAL DEPTH OF FLEXIBLE BASE) LESS (6-INCHES).
6. ALL CURBS SHALL CONFORM TO THESE DETAILS INDEPENDANT OF THE CONSTRUCTION METHODS USED.

CITY OF HUTTO
CONSTRUCTION STANDARDS AND DETAILS
LAYDOWN OR RIBBON CURB
ENGINEERING & PUBLIC WORKS

DRAWING NO.	ST07
UPDATED:	02/01/2019
DRAWN BY:	BB
SCALE:	N.T.S.
FILE NAME:	ST07.DWG



NOTES:
1. ALL WORK AND MATERIAL SHALL CONFORM TO ASTM A615, A615M, C309 AND D1752. BROOM FINISH EXPOSED SURFACE.
2. CONTROL JOINT SPACING SHALL NOT EXCEED 10'-0'.
3. EXPANSION JOINTS AS PER STANDARD ASTM D-1752.
4. EXPANSION JOINT INTERVALS NOT TO EXCEED 40'-0" FOR ALL CURBS/METHODS.
5. ALL CURBS SHALL HAVE A MINIMUM OF 4" OF COMPACTED FLEXIBLE BASE BETWEEN BOTTOM OF CURB AND TOP SUBGRADE THAT SHALL EXTEND A MIN OF 18" BEHIND BACK OF CURB.
6. ALL CURBS SHALL CONFORM TO THESE DETAILS INDEPENDENT OF THE CONSTRUCTION METHODS USED.

CITY OF HUTTO
CONSTRUCTION STANDARDS AND DETAILS
SPILL AND CATCH CURB
ENGINEERING & PUBLIC WORKS

DRAWING NO.	ST08
UPDATED:	02/01/2019
DRAWN BY:	BB
SCALE:	N.T.S.
FILE NAME:	ST08.DWG

REV	DESCRIPTION	DATE	APR
	RECORD DRAWING		

DESIGNED BY:	DAZ
REVIEWED BY:	TMH
DRAWN BY:	DAZ

BGE
BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.browngay.com

GOLA, PHASE II
HUTTO, TEXAS

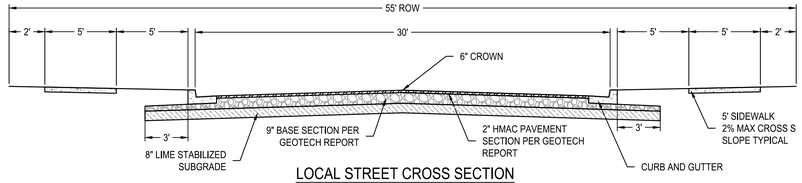
STREET DETAILS (1 OF 2)

SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED
PROFESSIONAL ENGINEER
06/28/2024

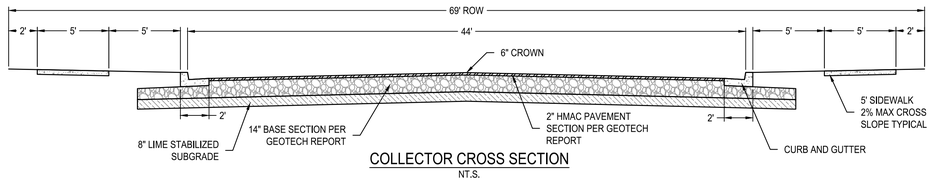
SHEET
54 OF 66

G:\TXC\Projects\Ashton_Woods\9639-00-Gola_Ph_2\LD\01_CADD\01_Shts\C-SP-DETL-PH-2.dwg Layout: STREET DETAILS (1 OF 2) Plotted: 6/11/2024 2:47:24 PM



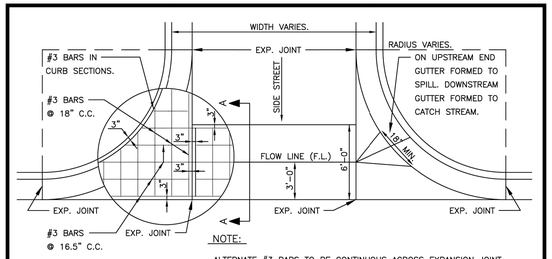
LOCAL STREET CROSS SECTION

NT.S.



COLLECTOR CROSS SECTION

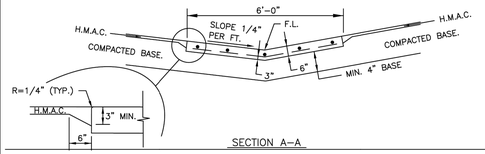
NT.S.



NOTE:

ALTERNATE #3 BARS TO BE CONTINUOUS ACROSS EXPANSION JOINT. BREAK BOND 6" ON EACH SIDE OF EXPANSION JOINT.

PLAN



SECTION A–A

NOTES:

1. MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM TO THE CITY OF HUTTO STANDARD SPECIFICATIONS.
2. CONCRETE SHALL BE CLASS "A".
3. MONOLITHIC CURB & GUTTER SHALL BE MEASURED BY PLAN SQUARE FEET AND PAID AS VALLEY GUTTER.
4. THE UPSTREAM CURB MID POINT MUST BE AT OR LOWER THAN THE BEGINNING P.C. AND .5% (MIN.) HIGHER THAN THE OPPOSING MID POINT.
5. ALLOWABLE CONSTRUCTION JOINT AT ℄ WHEN TRAFFIC FLOW MUST BE MAINTAINED, CONSTRUCTED AS A CONTROL JOINT. PROVIDE EXPANSION JOINT @ ℄ FOR WIDTHS GREATER THAN 40 FEET.
6. ALL EXPANSION JOINTS SHALL BE CONSTRUCTED WITH 1/2" PREMOLDED EXPANSION JOINT MATERIAL AND DOWELS AND CAPS (SEE STANDARD CURB DOWEL DETAIL).

CITY OF HUTTO	CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO. ST09
		UPDATED: 02/01/2019
	CONCRETE VALLEY GUTTER	DRAWN BY: BB
		SCALE: N.T.S.
	ENGINEERING & PUBLIC WORKS	FILE NAME: ST09.DWG

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Reviewed for Substantial Conformance by City of Hutto

Matt Reiter, P.E.
City Engineer
Engineering - City of Hutto

08/29/2024

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							DATE
RECORD DRAWING							DESCRIPTION
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DESIGNED BY: DAZ

REVIEWED BY: TMH

DRAWN BY: DAZ

BGE

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

GOLA, PHASE II
HUTTO, TEXAS

STREET DETAILS (2 OF 2)

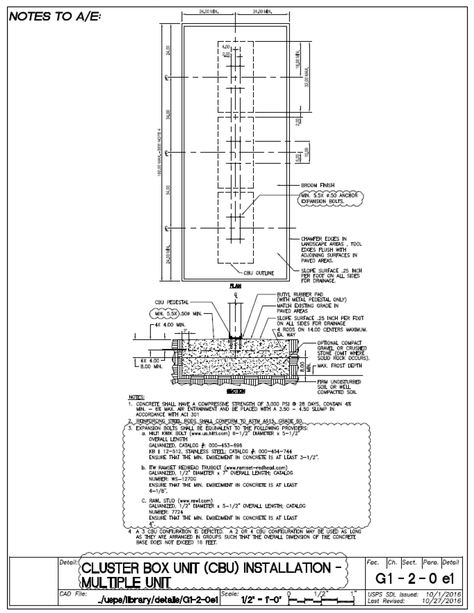
SUBMITTAL DATE: 11-30-2022

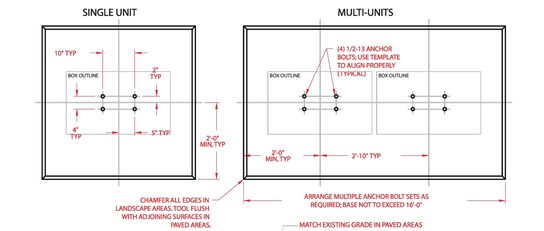
STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED PROFESSIONAL ENGINEER
06/28/2024

SHEET
55 OF 66

G:\TXC\Projects\Ashton_Woods\9639-00-Gola_Ph_2\LD\01_CADD\01_Sits\C-SP-DETL-PH-2.dwg, Layout: STREET DETAILS (2 OF 2), Plotted: 6/11/2024 2:47:28 PM

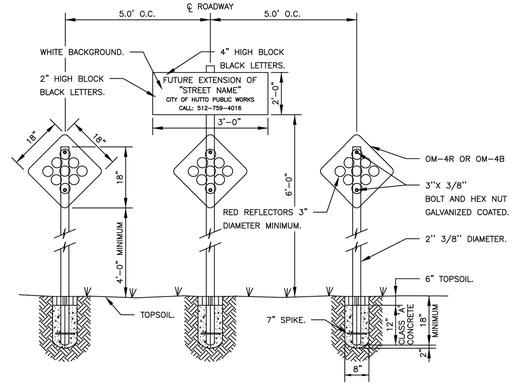
APPENDIX B – Cluster Box Unit Installation Multiple Unit



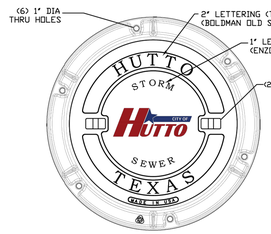


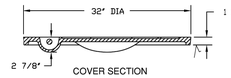
SITE PREPARATION AND PEDESTAL INSTALLATION
METAL CBU TYPES I, II, III, AND IV
1570 "F" SERIES

91194_F_INSTALL *AF PART # 91194 Rev A* 3

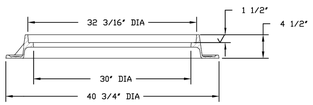


CITY OF HUTTO	CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO. ST10
		UPDATED: 02/01/2019
	STREET END MARKER	DRAWN BY: BB
		SCALE: N.T.S.
	ENGINEERING & PUBLIC WORKS	FILE NAME: ST10.DWG





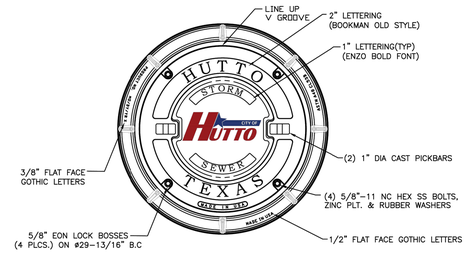
COVER SECTION

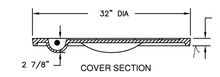


NOTES

1. STANDARD STORMSEWER MANHOLE SET TO BE EAST JORDAN IRON WORKS, INC. CATALOG NO. V1432ORG/ V1432-3DI, OR APPROVED EQUAL. COVER TO BE STAMPED "STORM SEWER."
2. STANDARD STORMSEWER MANHOLE SET TO BE HEAVY DUTY LOAD RATED.
3. FOR MORE DETAILED SPECIFICATIONS, REFER TO EAST JORDAN IRON WORKS, INC. REFERENCE PRODUCT DRAWINGS 41432105A01 AND 41432105.
4. MANHOLE COVER TO BE DUCTILE IRON PER ASTM A536 (70-50-05). SEE EAST JORDAN IRON WORKS, INC. CATALOG NO. V1432-3.
5. MANHOLE FRAME TO BE GRAY IRON PER ASTM A48 CL35B.

CITY OF HUTTO	DRAWING NO. SD01
CONSTRUCTION STANDARDS AND DETAILS	UPDATED: 02/01/2019
STANDARD STORMSEWER MANHOLE SET	DRAWN BY: BB
ENGINEERING & PUBLIC WORKS	SCALE: N.T.S.
	FILE NAME: SD01.DWG





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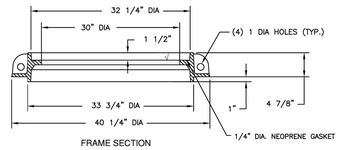
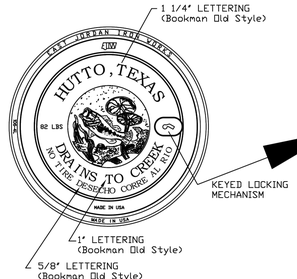


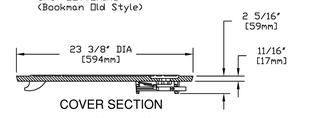
FRAME SECTION

NOTES

1. BOLTED STORM WATER MANHOLE SET TO BE EAST JORDAN IRON WORKS, INC. CATALOG NO. V2432 OR APPROVED EQUAL. COVER TO BE STAMPED "STORM SEWER."
2. STANDARD STORMWATER MANHOLE SET TO BE HEAVY DUTY LOAD RATED.
3. FOR MORE DETAILED SPECIFICATIONS, REFER TO EAST JORDAN IRON WORKS, INC. REFERENCE PRODUCT DRAWING 42432114W01
4. FOR STANDARD STORMWATER MANHOLE SET REFER TO DETAIL SD01.
5. MANHOLE COVER TO BE DUCTILE IRON PER ASTM A536 (70-50-05). SEE EAST JORDAN IRON WORKS, INC CATALOG NO. V2432-3, PRODUCT DRAWING 42432114.
6. MANHOLE FRAME TO BE GRAY IRON PER ASTM A48 CL35B.

CITY OF HUTTO	DRAWING NO. SD02
CONSTRUCTION STANDARDS AND DETAILS	UPDATED: 02/01/2019
BOLTED STORMSEWER MANHOLE SET	DRAWN BY: BB
ENGINEERING & PUBLIC WORKS	SCALE: N.T.S.
	FILE NAME: SD02.DWG





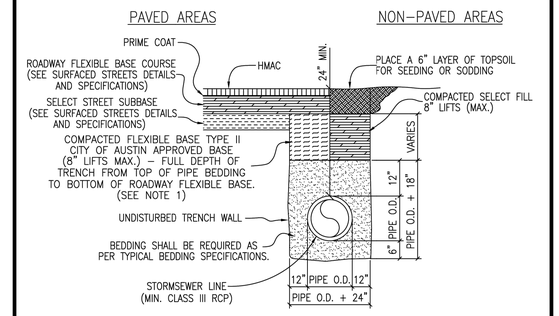
COVER SECTION

FRAME SECTION

NOTES

1. STANDARD CURB INLET LID SET TO BE EAST JORDAN IRON WORKS, INC. CATALOG NO. 106-4L OR APPROVED EQUAL.
2. FOR MORE DETAILED SPECIFICATIONS, REFER TO EAST JORDAN IRON WORKS, INC. REFERENCE PRODUCT DRAWING 35506124.
3. CURB INLET LID AND FRAME TO BE GRAY IRON PER ASTM A48 CL35B.

CITY OF HUTTO	DRAWING NO. SD03
CONSTRUCTION STANDARDS AND DETAILS	UPDATED: 02/01/2019
STANDARD CURB INLET LID	DRAWN BY: BB
ENGINEERING & PUBLIC WORKS	SCALE: N.T.S.
	FILE NAME: SD03.DWG



NOTES:

1. A MINIMUM OF ONE DENSITY TEST SHALL BE TAKEN EVERY TWO HUNDRED (200) FEET FOR EACH EIGHT (8) INCH LIFT OF BASE. PROCTORS FOR MATERIALS USED IN BACKFILLING SHALL BE OBTAINED BY A CERTIFIED LABORATORY. DENSITY TESTS SHALL BE CONDUCTED BY A CERTIFIED LABORATORY OR THE PERMITTEE'S CONSULTANTS. THE PERCENTAGE OF MAXIMUM DENSITY REQUIRED SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF "THE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AT THE TIME THE PERMIT WAS ISSUED. ALL DENSITY TESTS SHALL BE COMPLETED AND ACCEPTED ON EACH LAYER PRIOR TO ADDITIONAL BACKFILLING. A COPY OF ALL COMPLETED AND ACCEPTED DENSITY TESTS SHALL BE FURNISHED TO CITY OF HUTTO. BACKFILL COMPACTION SHALL BE A MINIMUM OF 95% MAXIMUM DENSITY PER TxDOT 113E SPECIFICATIONS.
2. THICKNESS FOR HMAC, ROADWAY FLEXIBLE BASE COURSE, AND SELECT STREET SUBBASE PER GEOTECHNICAL ENGINEER RECOMMENDATIONS.
3. CONTRACTOR OR ENGINEER MAY USE FLOWABLE BACKFILL AS AN ALTERNATE BACKFILL MATERIAL.
4. STORM SEWER PIPE SHALL BE REINFORCED CONCRETE CLASS III UNLESS DEPTH OF PIPE REQUIRES A STRONGER CLASS.
5. ALL JOINTS SHALL BE WRAPPED WITH GEOTEXTILE FABRIC PER DETAIL SD05.
6. IF GROUND WATER IS PRESENT IN THE TRENCH, THE BEDDING MATERIAL SHOULD BE SURROUNDED BY FILTER FABRIC (MIRAFI 140N OR EQUIVALENT) ON ALL SIDES TO PREVENT SOIL INFILTRATION INTO THE BEDDING MATERIAL.

CITY OF HUTTO	DRAWING NO. SD04
CONSTRUCTION STANDARDS AND DETAILS	UPDATED: 08/12/2021
STORM SEWER TRENCH AND EMBEDMENT	DRAWN BY: BB
ENGINEERING & PUBLIC WORKS	SCALE: N.T.S.
	FILE NAME: SD04.DWG

							APR
							DATE
							DESCRIPTION
							REV

RECORD DRAWING

DESIGNED BY:	DAZ
REVIEWED BY:	TMH
DRAWN BY:	DAZ

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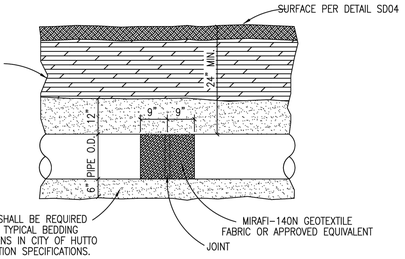
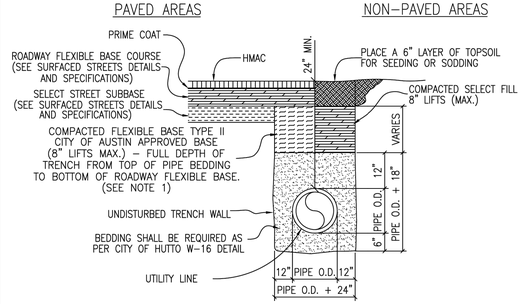


NOTES

1. PIPE SHALL BE REINFORCED CONCRETE PIPE CLASS III UNLESS THE DEPTH OF PIPE REQUIRES A STRONGER CLASS.
2. ALL FITTINGS AND WYES SHALL BE MANUFACTURED AND NOT CONSTRUCTED ON THE PROJECT WITHOUT PRIOR APPROVAL FROM THE CITY ENGINEER.
3. ALL JOINTS SHALL BE WRAPPED WITH MIRAFI-140N GEOTEXTILE FABRIC OR APPROVED EQUIVALENT. EACH JOINT SHALL BE WRAPPED WITH 18" WIDE FABRIC CENTERED ON THE JOINT.

CITY OF HUTTO	DRAWING NO. SD05
CONSTRUCTION STANDARDS AND DETAILS	UPDATED: 02/01/2019
STORM SEWER TRENCH & EMBEDMENT (PROFILE)	DRAWN BY: BB
ENGINEERING & PUBLIC WORKS	SCALE: N.T.S.
	FILE NAME: SD05.DWG



NOTES:

1. A MINIMUM OF ONE DENSITY TEST SHALL BE TAKEN EVERY TWO HUNDRED (200) FEET FOR EACH EIGHT (8) INCH LIFT OF BASE. PROCTORS FOR MATERIALS USED IN BACKFILLING SHALL BE OBTAINED BY A CERTIFIED LABORATORY. DENSITY TESTS SHALL BE CONDUCTED BY A CERTIFIED LABORATORY OR THE PERMITTEE'S CONSULTANTS. THE PERCENTAGE OF MAXIMUM DENSITY REQUIRED SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF "THE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AT THE TIME THE PERMIT WAS ISSUED. ALL DENSITY TESTS SHALL BE COMPLETED AND ACCEPTED ON EACH LAYER PRIOR TO ADDITIONAL BACKFILLING. A COPY OF ALL COMPLETED AND ACCEPTED DENSITY TESTS SHALL BE FURNISHED TO CITY OF HUTTO. BACKFILL COMPACTION SHALL BE A MINIMUM OF 95% MAXIMUM DENSITY PER TxDOT 113E SPECIFICATIONS.
2. THESE SPECIFICATIONS MAY BE SUPERSEDED BY THE CITY ENGINEER.
3. CITY ENGINEER MAY GIVE PERMISSION TO USE FLOWABLE BACKFILL AS AN ALTERNATE BACKFILL MATERIAL.
4. STORM SEWER PIPE SHALL BE REINFORCED CONCRETE CLASS III UNLESS DEPTH OF PIPE REQUIRES A STRONGER CLASS.
5. ALL JOINTS SHALL BE WRAPPED WITH GEOTEXTILE FABRIC PER DETAIL SD05.
6. IF GROUND WATER IS PRESENT IN THE TRENCH, THE BEDDING MATERIAL SHOULD BE SURROUNDED BY FILTER FABRIC (MIRAFI 140N OR EQUIVALENT) ON ALL SIDES TO PREVENT SOIL INFILTRATION INTO THE BEDDING MATERIAL.

CITY OF HUTTO	DRAWING NO. SD06
CONSTRUCTION STANDARDS AND DETAILS	UPDATED: 08/12/2021
UTILITY TRENCH & EMBEDMENT	DRAWN BY: BB
ENGINEERING & PUBLIC WORKS	SCALE: N.T.S.
	FILE NAME: SD06.DWG

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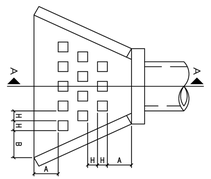
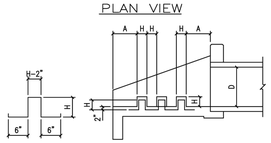
Matt Rechs, P.E.
City Engineer
Engineering - City of Hutto
08/29/2024



PLAN VIEW



BARS SECTION "A-A"

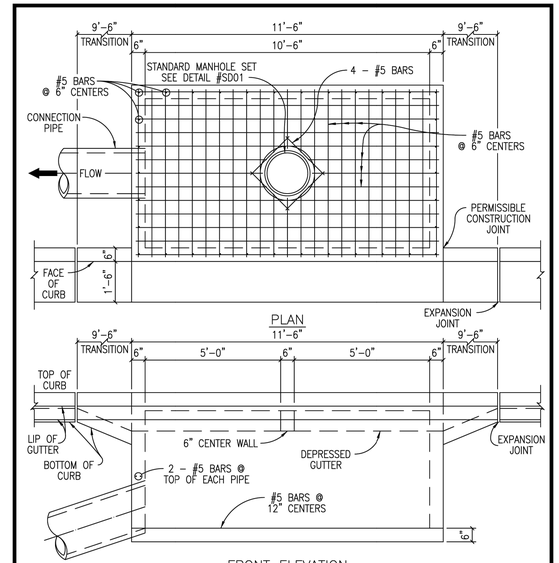
NOTES:

1. USE CLASS "A" CONCRETE, 3,000 PSI AT 28 DAYS, UNLESS NOTED.
2. REINFORCING STEEL - ASTM A615, GRADE 40, UNLESS NOTED.
3. LAP REINFORCING 30 BAR DIAMETERS MIN. AT SPLICES, UNLESS NOTED.
4. CHAMFER EXPOSED EDGES OF CONCRETE 3/4", UNLESS NOTED.
5. PLACE REINFORCING WITH THE CENTER OF THE OUTSIDE BARS 2 INCHES FROM THE SURFACE OF THE CONCRETE.

TABLE OF DIMENSIONS FOR ENERGY DISSIPATOR DETAIL

D PIPE DIAMETER (INCHES)	NUMBER OF ROWS OF DISSIPATORS	NUMBER OF DISSIPATORS IN FRONT ROW	H (INCHES)	A (INCHES)	B (INCHES)
12	1	3	4	4	9.1875
18	2	4	4 1/2	9 1/2	15.5625
24	2	5	6	14 3/4	16 1/2
30	3	6	7 1/2	12 1/2	14 3/8
36	3	6	9	16 1/4	18 5/16
42	3	6	10 1/2	20	22 1/4
48	3	6	12	23 3/4	26 1/4
54	3	6	13 1/2	27 1/2	27 3/4
60	3	6	15	31 1/4	31 5/8

CITY OF HUTTO	DRAWING NO. SD07
CONSTRUCTION STANDARDS AND DETAILS	UPDATED: 02/01/2019
ENERGY DISSIPATER	DRAWN BY: BB
ENGINEERING & PUBLIC WORKS	SCALE: N.T.S.
	FILE NAME: SD07.DWG



NOTES:

1. ALL CONCRETE SHALL BE CLASS "A" 3,000 PSI CONCRETE.
2. STORM SEWER PIPE MATERIAL TO BE R.C.P. (CLASS III) UNLESS OTHERWISE APPROVED BY THE CITY OF HUTTO.

CITY OF HUTTO	DRAWING NO. SD10
CONSTRUCTION STANDARDS AND DETAILS	UPDATED: 02/01/2019
CURB INLET	DRAWN BY: BB
ENGINEERING & PUBLIC WORKS	SCALE: N.T.S.
	FILE NAME: SD10.DWG

GOLA, PHASE II
HUTTO, TEXAS

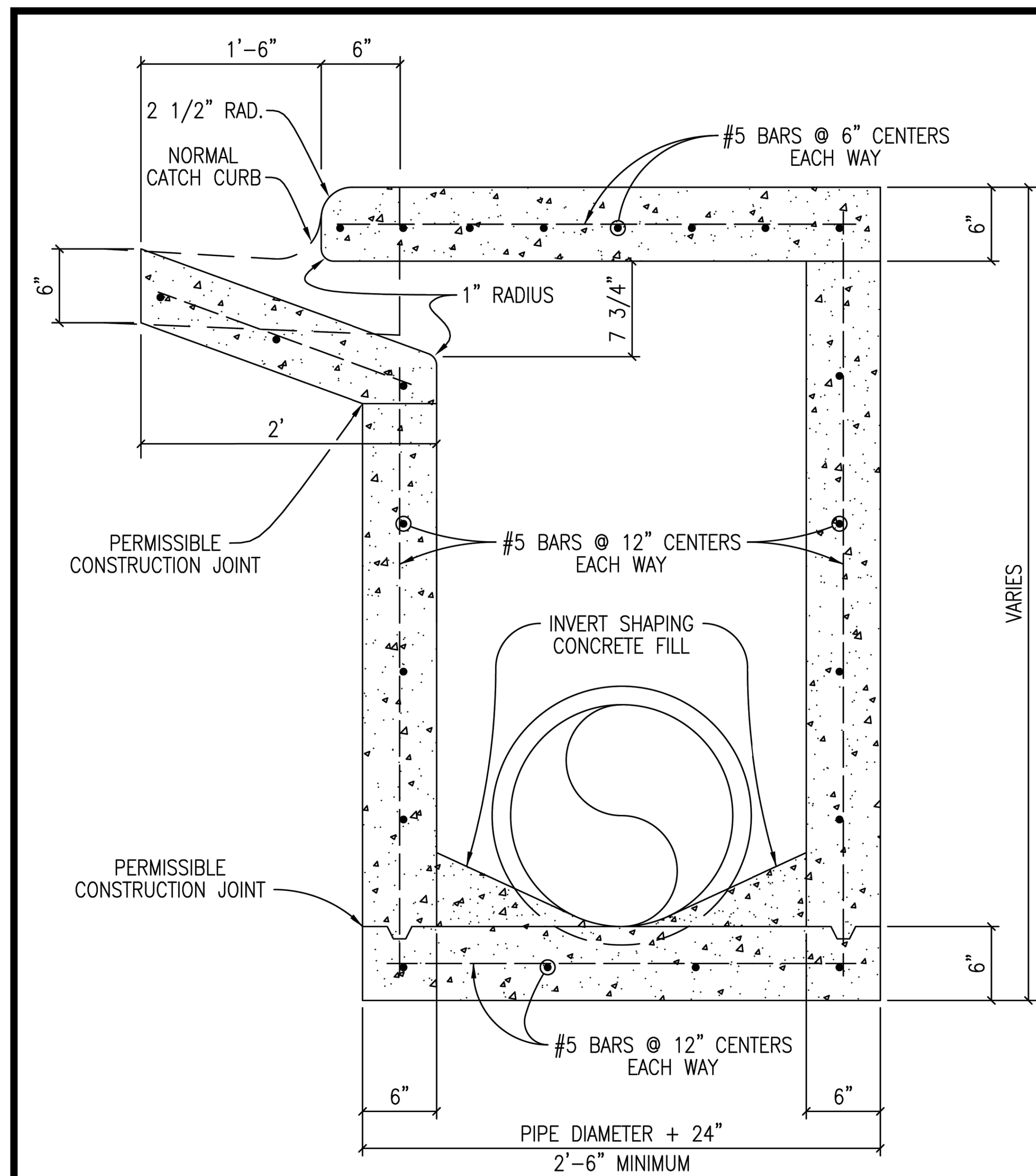
STORM DETAILS (1 OF 2)

SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED PROFESSIONAL ENGINEER
06/28/2024

SHEET
56 OF 66

G:\TX\CP\projects\Ashton_Woods\96939-00-Gola_Ph_2\LD\01_CAD\D01_Sht\C-SP-DET-LPH-2.dwg Layout: STORM DETAILS (1 OF 2) Plotted: 6/11/2024 2:47:36 PM



NOTES:
1. ALL CONCRETE SHALL BE CLASS "A" 3,000 PSI CONCRETE.
2. STORM SEWER PIPE MATERIAL TO BE R.C.P. (CLASS III) UNLESS OTHERWISE APPROVED BY THE CITY OF HUTTO.

CITY OF HUTTO
CONSTRUCTION STANDARDS AND DETAILS
CURB DRAIN INLET
TYPICAL SECTION
ENGINEERING & PUBLIC WORKS

DRAWING NO.	SD11
UPDATED:	02/01/2019
DRAWN BY:	BB
SCALE:	N.T.S.
FILE NAME:	SD11.DWG

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

TABLE OF DIMENSIONS AND REINFORCING STEEL
(Wings for one structure end)

Dimensions					Variable Reinforcing				Estimated Quantities (3) per ft of wing length (2~wings)	
					Bars J1		Bars J2			
Maximum Wingwall Height Hw	W	X	Y	Z	Size	Spa	Size	Spa	Reinf (Lb/Ft)	Conc (CY/Ft)
2'-6"	2'-5"	1'-0"	9"	7"	#4	1'-0"	#4	1'-0"	33.73	0.248
3'-0"	2'-5"	1'-0"	9"	7"	#4	1'-0"	#4	1'-0"	37.07	0.261
3'-6"	2'-5"	1'-0"	9"	7"	#4	1'-0"	#4	1'-0"	37.74	0.273
4'-0"	2'-5"	1'-0"	9"	7"	#4	1'-0"	#4	1'-0"	38.41	0.285
4'-6"	3'-2"	1'-6"	1'-0"	7"	#4	1'-0"	#4	1'-0"	41.75	0.330
5'-0"	3'-2"	1'-6"	1'-0"	7"	#4	1'-0"	#4	1'-0"	45.09	0.343
5'-6"	3'-2"	1'-6"	1'-0"	7"	#4	1'-0"	#4	1'-0"	45.75	0.355
6'-0"	3'-2"	1'-6"	1'-0"	7"	#4	1'-0"	#4	1'-0"	46.42	0.367
7'-0"	3'-8"	1'-9"	1'-3"	7"	#4	1'-0"	#4	1'-0"	52.77	0.414
8'-0"	4'-2"	2'-0"	1'-6"	8"	#5	1'-0"	#4	1'-0"	60.19	0.486
9'-0"	4'-8"	2'-3"	1'-9"	8"	#4	6"	#4	6"	81.49	0.535
10'-0"	5'-2"	2'-6"	2'-0"	8"	#5	6"	#4	6"	97.25	0.584
11'-0"	5'-8"	2'-9"	2'-3"	8"	#6	6"	#5	6"	133.65	0.634
12'-0"	6'-2"	3'-0"	2'-6"	9"	#7	6"	#5	6"	162.29	0.721
13'-0"	6'-8"	3'-3"	2'-9"	11"	#7	6"	#5	6"	178.80	0.856
14'-0"	7'-2"	3'-6"	3'-0"	1'-0"	#8	6"	#5	6"	216.78	0.959
15'-0"	7'-8"	4'-0"	3'-0"	1'-1"	#9	6"	#6	6"	283.06	1.068
16'-0"	8'-2"	4'-6"	3'-0"	1'-3"	#9	6"	#6	6"	297.02	1.234

TABLE OF WINGWALL REINFORCING
(2~wings)

Bar	Size	No.	Spa
D	#5	~	1'-0"
E	#4	~	1'-0"
F	#4	~	1'-0"
G	#6	4	~
M	#4	4	~
P	#4	~	1'-0"
R	#5	6	~
V	#4	~	1'-0"

TABLE OF ESTIMATED CULVERT TOEWALL QUANTITIES

Bar	Size	No.	Spa
L	#4	~	1'-6"
Q	#4	1	~
Reinf (Lb/Ft)			2.45
Conc (CY/Ft)			0.037

WING DIMENSION FORMULAS:
(All values are in feet.)

Hw = H + T + C - 0.250'
A = (Hw - 0.333') (SL)
B = (A) tangent (30°)
Lw = (A) ÷ cosine (30°)

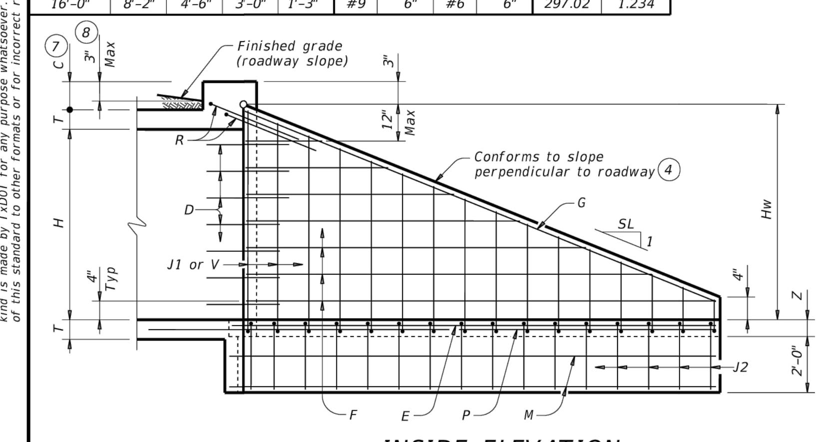
For cast-in-place culverts:
Ltw = (N) (S) + (N + 1) (U)

For precast culverts:
Ltw = (N) (2U + S) + (N - 1) (0.5')

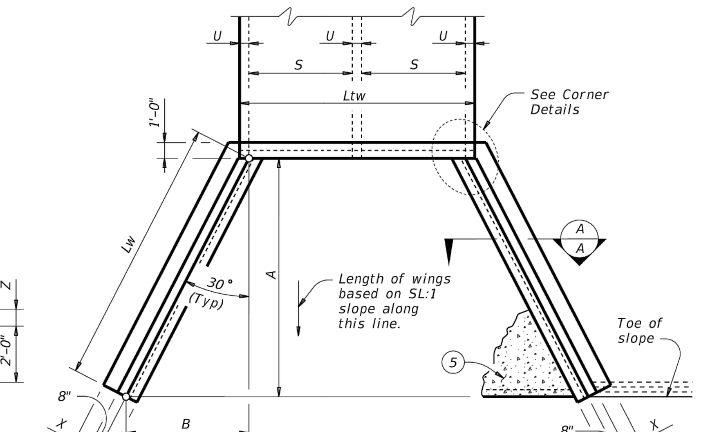
Total wingwall area (two wings ~ SF) = (Hw + 0.333') (Lw)

Hw = Height of wingwall
SL:1 = Side slope ratio (horizontal:1 vertical)
Lw = Length of wingwall
Ltw = Culvert toewall length
N = Number of culvert spans

See applicable box culvert standard sheet for H, S, T, and U values.



(Showing reinforcing. Culvert and culvert toewall reinforcing not shown for clarity.)



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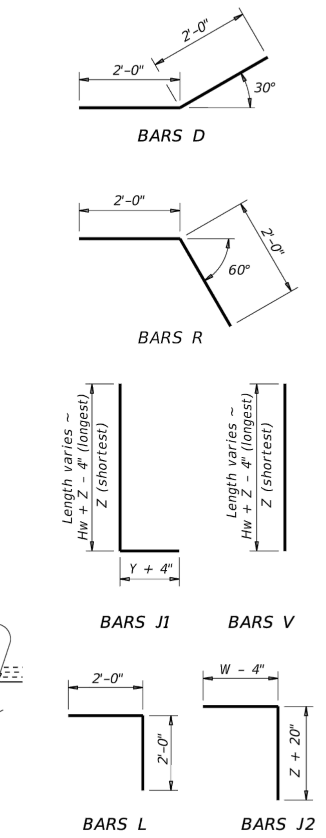
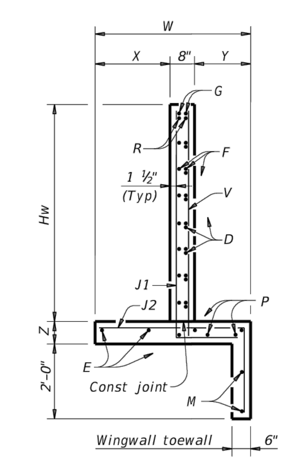
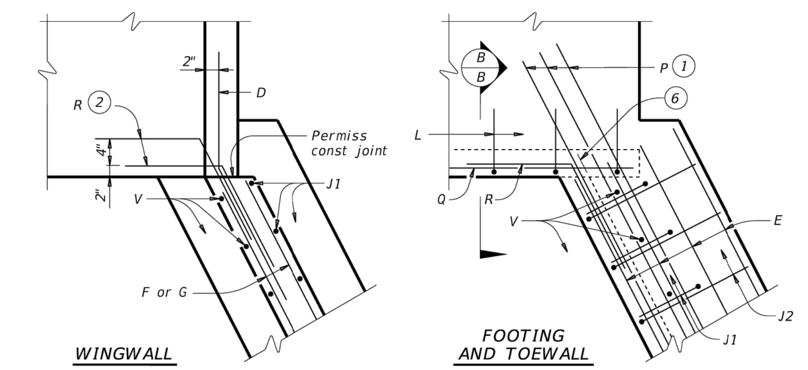
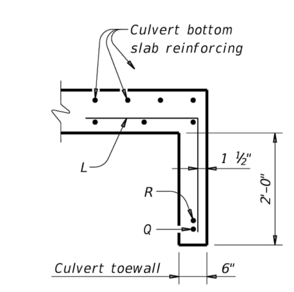






CORNER DETAILS

(Culvert and culvert toewall reinforcing not shown for clarity.)



(1) Extend Bars P 3'-0" minimum into bottom slab of box culvert.

(2) Adjust as necessary to maintain 1 1#2" clear cover and 4" minimum between bars.

(3) Quantities shown are based on an average wing height for two wings (one structure end). To determine total quantities for two wings, multiply the tabulated values by Lw.

(4) Recommended values of side slope are: 2:1, 3:1, 4:1, and 6:1.

(5) When shown elsewhere on the plans, construct 5" deep concrete riprap. Payment for riprap is as required by Item 432, "Riprap". Unless otherwise shown on the plans or directed by the Engineer, provide a 6" wide by 1'-6" deep reinforced concrete toewall along all edges of the riprap adjacent to natural ground; reinforce the toewall by extending typical riprap reinforcing into the toewall; and extend construction joints or grooved joints oriented in the direction of flow across the full distance of the riprap at intervals of approximately 20'. When such riprap is provided, the culvert toewall shown in SECTION B-B will not be required.

(6) At Contractor's option, culvert toewall may be ended flush with wingwall toewall. Adjust reinforcing as needed.

(7) 0" Min to 5'-0" Max. Estimated curb heights are shown elsewhere in the plans. For structures with pedestrian rail or curbs taller than 1'-0, refer to the Extended Curb Details (ECD) standard sheet. For structures with T631 or T631LS bridge rail, refer to the Mounting Details for T631 & T631LS Rails (T631-CM) standard sheet. Refer to the Box Culvert Rail Mounting Details (RAC) standard sheet for structures with bridge rail other than T631 or T631LS.

(8) For vehicle safety, the following requirements must be met:
- For structures without bridge rail, construct curbs no more than 3" above finished grade.
- For structures with bridge rail, construct curbs flush with finished grade.

Reduce curb heights, if necessary, to meet the above requirements. No changes will be made in quantities and no additional compensation will be allowed for this work.

MATERIAL NOTES:
Provide Class C concrete (f'c=3,600 psi).
Provide Grade 60 reinforcing steel.
Provide galvanized reinforcing steel if required elsewhere in the plans.
In riprap concrete synthetic fibers listed on the "Fibers for Concrete" Material Producer List (MPL) may be used in lieu of steel reinforcing unless noted otherwise.

GENERAL NOTES:
Designed according to AASHTO LRFD Bridge Design Specifications.
When structure is founded on solid rock, depth of toewalls for culverts and wingwalls may be reduced or eliminated as directed by the Engineer.
See Box Culvert Supplement (BCS) standard sheet for additional dimensions and information.
The quantities for concrete and reinforcing steel resulting from the formulas given on this sheet are for Contractor's information only.

Cover dimensions are clear dimensions, unless noted otherwise.
Reinforcing dimensions are out-to-out of bars.

Texas Department of Transportation — Bridge Division Standard

CONCRETE WINGWALLS
WITH FLARED WINGS FOR
0° SKEW BOX CULVERTS

FW-0

FILE: fw-0stde-20.dgn	DN: GAF	CK: CAT	DW: TxDOT	CK: TxDOT
©TxDOT February 2020	CONT	SECT	JOB	HIGHWAY
REVISIONS	DIST		COUNTY	SHEET NO.

DATE:
FILE:

REV	DESCRIPTION	DATE	APR
	RECORD DRAWING		

DESIGNED BY: DAZ
REVIEWED BY: TMH
DRAWN BY: DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.browngay.com

GOLA, PHASE II
HUTTO, TEXAS

STORM DETAILS (2 OF 2)

SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED PROFESSIONAL ENGINEER
06/28/2024

SHEET
57 OF 66

FOR OFFICIAL USE ONLY
Reviewed for Substantial Conformance by City of Hutto
Matt Rector, P.E.
City Engineer
Engineering - City of Hutto
08/29/2024

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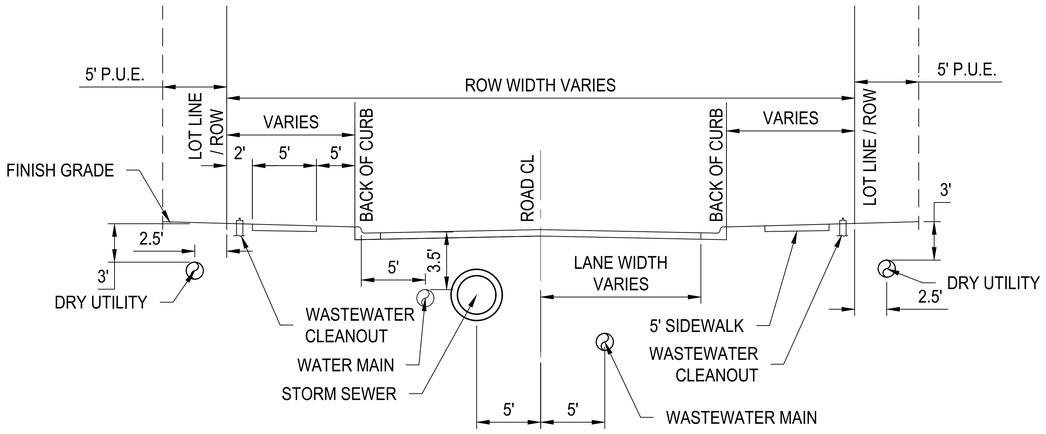
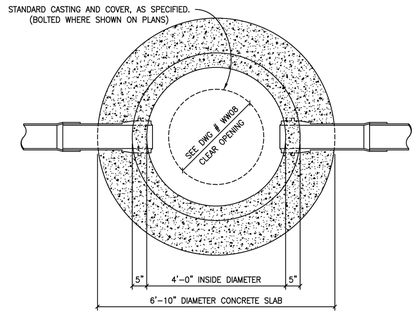


TYPICAL UTILITY CROSS SECTION

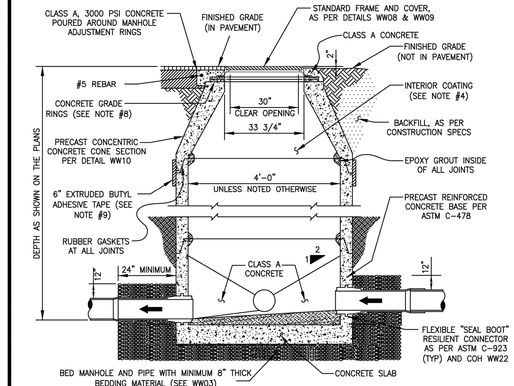


MANHOLE PLAN

MANHOLE BASE BEDDING MATERIAL SPECS FOR ¾ " WASHED GRAVEL OR LIMESTONE:	
2"	0
1 1/2"	0–10
1"	45–80
3/4"	85–100
3/4"	95–100

NOTES:
1. ALL MANHOLES SHALL BE 48" I.D. R.C.P., CLASS III, WITH RUBBER O-RING GASKET JOINTS CONFORMING TO ASTM C478, C433 AND C76.
2. ALL MANHOLES SHALL HAVE WATER-TIGHT FRAME AND COVER, WITH A MINIMUM OF 30" CLEAR OPENING, AS MANUFACTURED BY EAST JORDAN IRON WORKS (AS PER DETAIL WW08 AND WW09) OR CITY ENGINEER APPROVED EQUAL.
3. ALL MANHOLES SHALL BE CONCRETE WITH CAST IORN FRAME AND COVER.
4. ALL MANHOLES SHALL HAVE A CONCENTRIC CONE.
5. MANHOLES MAY HAVE A FLAT LID, IF APPROVED BY CITY OF HUTTO, BEING 12" THICK WITH A MINIMUM 30" OPENING, AS MANUFACTURE BY CALVERT CONCRETE OR CITY ENGINEER APPROVED EQUAL. M.F.G. CONVORMING TO ASTM C478, 5000 P.S.I. CONCRETE, TRAFFIC BEARING, AND O-RING JOINT CONFORMING TO ASTM C443.
6. INVERTS AND FLEXIBLE SEAL BOOTS, PER ASTM C-923, SHALL BE CAST INTO BASE SECTION.
7. MINIMUM DROP BETWEEN INVERTS SHALL BE ONE-TENTH OF A FOOT (0.1').
8. TWO INCH (2") GRADE RINGS WITH AN I.D. TO MATCH FRAMES CLEAR OPENING, MINIMUM OF TWO (2), MAXIMUM OF FIVE (5) GRADE RINGS REQUIRED.

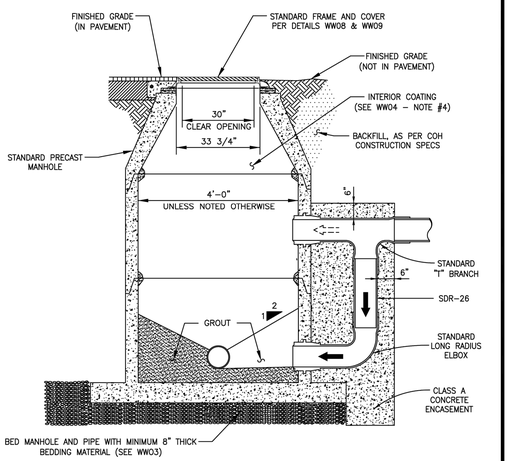
CITY OF HUTTO	CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO. WW03
		UPDATED: 01/08/2020
	STANDARD MANHOLE PLAN ENGINEERING & PUBLIC WORKS	DRAWN BY: BB
		SCALE: N.T.S.
		FILE NAME:WW03.DWG



NOTES:
1. MANHOLES SHALL BE PRECAST ASTM C578 BELL AND SPIGOT WITH "O" RING JOINTS.
2. SEE CONSTRUCTION PLANS FOR MANHOLE SIZE, LOCATION, CONFIGURATION, TYPE OF TOP SECTION, VENTING REQUIREMENTS, PIPE SIZES AND TYPES.
3. SEE SPECIFICATIONS ON MATERIALS AND CONSTRUCTION.
4. ENTIRE INTERIOR OF WASTEWATER MANHOLES TO BE COATED WITH RAVEN 405, OR APPROVED EQUAL, WITH A UNIFORM THICKNESS OF 124 MILS AND A MINIMUM THICKNESS OF 100 MILS, APPLIED AFTER MANHOLE HAS PASSED THE VACUUM TEST.
5. ALL MANHOLE COVERS SHALL BE BOLTED AND GASKETED, WHEN MANHOLES ARE LOCATED OUTSIDE OF PAVEMENT.
6. MANHOLES TO BE VENTED ARE IDENTIFIED ON MANHOLE SCHEDULE, REFERENCE MANHOLE VENT DETAIL.
7. A FLOW CHANNEL SHALL BE CONSTRUCTED INSIDE MANHOLE TO DIRECT INFLUENT INTO THE FLOW STREAM. ALL P.V.C. PIPE SHALL BE REMOVED FROM INVERT.
8. FRAME ADJUSTMENT HEIGHT SHALL BE FIVE INCHES (5") MINIMUM AND EIGHTEEN INCHES (18") MAXIMUM.
9. EXTERIOR OF EACH JOINT TO BE WRAPPED IN 6" EXTRUDED BUTYL ADHESIVE TAPE WHEN MANHOLE IS LOCATED INT EH 100-YR FLOODPLAIN.
10. MANHOLES TO BE DESIGNED TO RESIST LATERAL AND VERTICAL SOIL FORCES RESULTING FROM MANHOLE DEPTH. ADDITIONALLY, MANHOLES LOCATED IN PAVEMENT TO BE DESIGNED FOR H20 TRAFFIC LOADING.
11. BASE SECTION SHALL BE DESIGNED FOR H20 LOADING, PLUS EARTH LOAD AT 130 PCF.

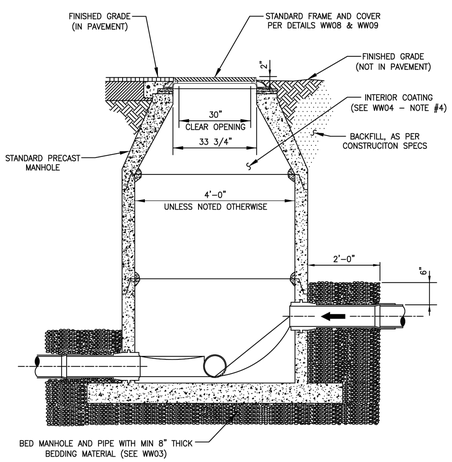
* THE MANHOLE BASE SECTION SHALL COMPLY WITH CITY OF GEORGETOWN TECHNICAL SPECIFICATIONS.

CITY OF HUTTO	CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO. WW04
		UPDATED: 04/01/2019
	STANDARD MANHOLE SECTION ENGINEERING & PUBLIC WORKS	DRAWN BY: BB
		SCALE: N.T.S.
		FILE NAME:WW04.DWG



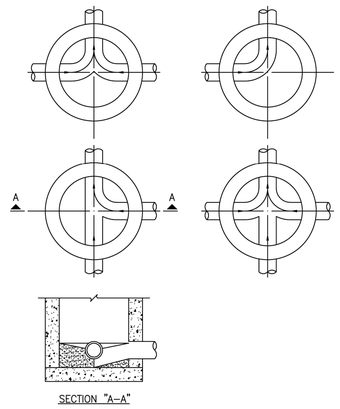
NOTES:
1. CONCRETE ENCASEMENT FRO DROP CONNECTION TO BE POURED INTEGRALLY WITH BOTH MANHOLE SLAB AND WALL.
2. DROP CONNECTIONS SHALL BE REQUIRED WHENEVER AN INFLUENT SEWER IS LOCATED TWO FEET (2') OR MORE ABOVE THE MAIN INVERT CHANNEL.
3. A FLOW CHANNEL SHALL BE CONSTRUCTED INSIDE MANHOLE TO DIRECT INFLUENT INTO FLOW STREAM.
4. MINIMUM PIPE SIZE FOR DROP IS EIGHT INCHES (8").
5. SEE STANDARD MANHOLE DETAIL (WW04) FOR ADDITIONAL REQUIREMENTS.

CITY OF HUTTO	CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO. WW05
		UPDATED: 04/01/2019
	DROP CONNECTION - PRECAST MANHOLE - TYPE "A" ENGINEERING & PUBLIC WORKS	DRAWN BY: BB
		SCALE: N.T.S.
		FILE NAME:WW05.DWG



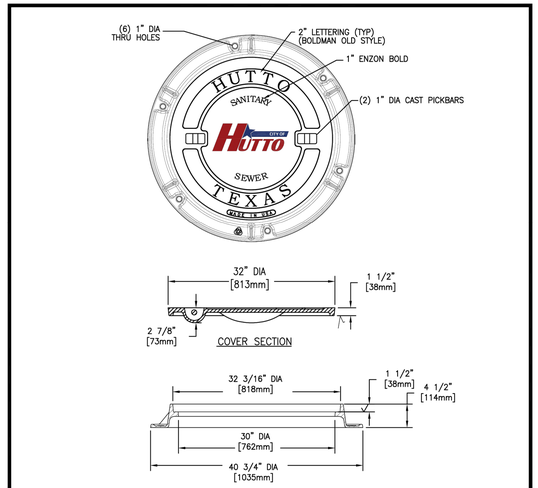
NOTES:
1. TO BE USED WHERE DROP IS SIX INCHES (6") TO TWO FEET (2').
2. A FLOW CHANNEL SHALL BE CONSTRUCTED INSIDE MANHOLE TO DIRECT INFLUENT INTO FLOW STREAM.
3. CONSTRUCTION OF DROP SHALL PROVIDE AN OVERSIZED SLAB TO EXTEND UNDER THE DROP CONNECTION.
4. MINIMUM PIPE SIZE FOR DROP IS EIGHT INCHES (8").
5. SEE STANDARD MANHOLE DETAIL (WW04) FOR ADDITIONAL REQUIREMENTS.

CITY OF HUTTO	CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO. WW05
		UPDATED: 02/01/2019
	DROP CONNECTION - PRECAST MANHOLE TYPE "B" ENGINEERING & PUBLIC WORKS	DRAWN BY: BB
		SCALE: N.T.S.
		FILE NAME:WW05.DWG



NOTES:
1. INVERT CHANNELS TO BE CONSTRUCTED FOR SMOOTH FLOW WITH NO OBSTRUCTIONS.
2. SPILLWAYS SHALL BE CONSTRUCTED BETWEEN PIPES WITH DIFFERENT INVERT ELEVATIONS PROVIDING FOR SMOOTH FLOW.
3. CHANNELS FOR FUTURE CONSTRUCTIONS (STUBS) SHALL BE CONSTRUCTED, FILLED WITH SAND, AND COVERED WITH 1" OF MORTAR.
4. SLOPE MANHOLE ITSELF WITH A 1:2 SLOPE FROM MANHOLE WALL TO CHANNEL.
5. INVERT SHALL BE A MINIMUM OF 1/2 THE DIAMETER OF THE LARGEST PIPE OR 4" DEEP.

CITY OF HUTTO	CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO. WW07
		UPDATED: 04/01/2019
	FLOW PATTERNS FOR INVERT CHANNELS ENGINEERING & PUBLIC WORKS	DRAWN BY: BB
		SCALE: N.T.S.
		FILE NAME:WW07.DWG



NOTES:
1. STANDARD WASTEWATER MANHOLE SET TO BE EAST JORDAN IRON WORKS, INC. CATALOG NO V1420RG/V1432DI OR CITY ENGINEER APPROVED EQUAL, COVER TO BE STAMPED "SANITARY SEWER."
2. STANDARD WASTEWATER MANHOLE SET TO BE HEAVY DUTY LOAD RATED.
3. FOR MORE DETAILED SPECIFICATIONS, REFER TO EAST JORDAN IRON WORKS, INC. REFERENCE PRODUCT DRAWING NO. 41432106A01.
4. FOR BOLTED WASTEWATER MANHOLE SET REFER TO CITY OF HUTTO DETAIL WW09.
5. MANHOLE COVER TO BE DUCTILE IRON PER ASTM A536 (70-50-05).
6. MANHOLE FRAME TO BE GRAY IRON PER ASTM A48 CL35B.

CITY OF HUTTO	CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO. WW08
		UPDATED: 04/01/2019
	STANDARD WASTEWATER MANHOLE SET ENGINEERING & PUBLIC WORKS	DRAWN BY: BB
		SCALE: N.T.S.
		FILE NAME:WW08.DWG

							APR
							DATE
RECORD DRAWING							DESCRIPTION
◁	◁	◁	◁	◁	◁		REV

DESIGNED BY: DAZ
REVIEWED BY: TMH
DRAWN BY: DAZ

BGE
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AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.browngay.com

GOLA, PHASE II
HUTTO, TEXAS

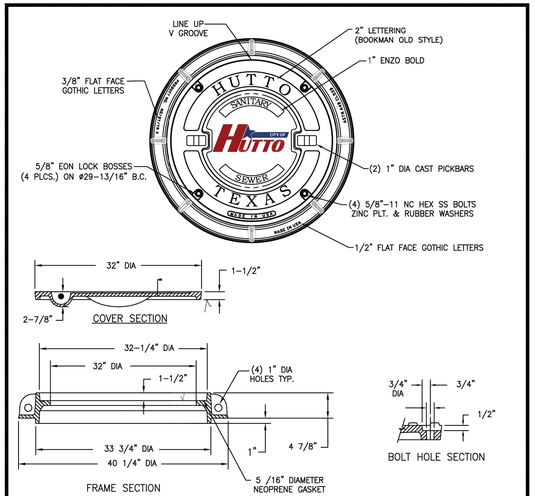
WASTEWATER DETAILS (1 OF 3)

SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED PROFESSIONAL ENGINEER
06/28/2024

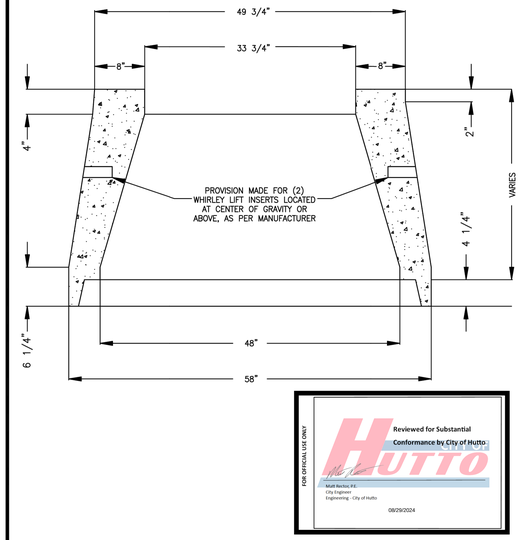
SHEET
58 OF 66

G:\TXC\Projects\Ashton_Woods\9639-00-Gola_Ph_2\LD\01_CADD\01_Shts\C-SP-DETL-PH-2.dwg Layout: WASTEWATER DETAILS (1 OF 3) Plotted: 6/11/2024 2:47:47 PM

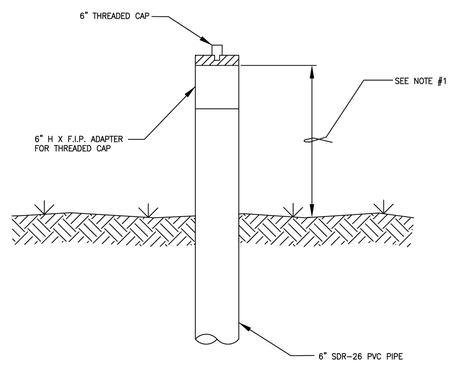


NOTES:
1. BOLTED WASTEWATER MANHOLE SET TO BE EAST JORDAN IRON WORKS, INC. CATALOG NO. B2432, OR CITY ENGINEER APPROVED EQUAL.
2. COVER TO BE STAMPED "SANITARY SEWER".
3. STANDARD WASTEWATER MANHOLE SET TO BE HEAVY DUTY LOAD RATED.
4. FOR MORE DETAILED SPECIFICATIONS, REFER TO EAST JORDAN IRON WORKS, INC. REFERENCE PRODUCT DRAWING 4243211SWD1.
5. FOR STANDARD WASTEWATER MANHOLE SET REFER TO COH DETAIL WW08.
6. MANHOLE COVER TO BE DUCTILE IRON PER ASTM A536 (70-50-05).
7. MANHOLE FRAME TO BE GRAY IRON PER ASTM A48 CL35B.

CITY OF HUTTO	CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO. WW09
		UPDATED: 02/01/2019
	BOLTED WASTEWATER MANHOLE COVER ENGINEERING & PUBLIC WORKS	DRAWN BY: BB
		SCALE: N.T.S.
		FILE NAME:WW09.DWG

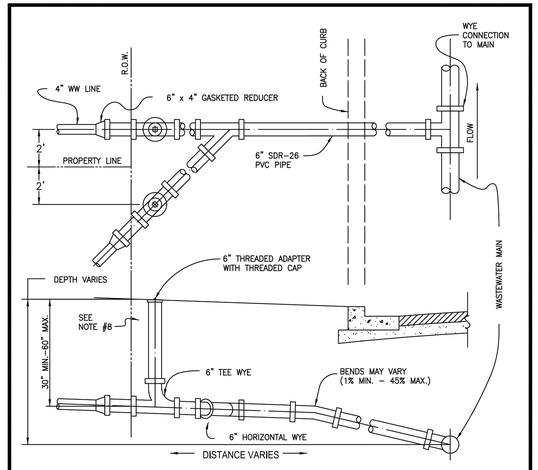


CITY OF HUTTO	CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO. WW10
		UPDATED: 04/01/2019
	PRECAST 48" CONCENTRIC CONCRETE CONE SECTION ENGINEERING & PUBLIC WORKS	DRAWN BY: BB
		SCALE: N.T.S.
		FILE NAME:WW10.DWG



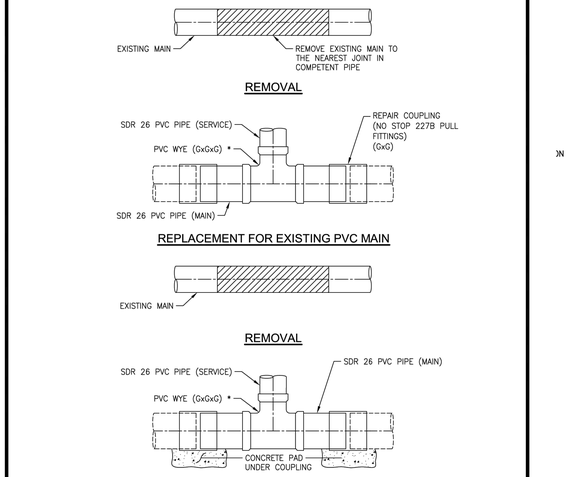
NOTES:
1. MINIMUM 24", MAXIMUM 36" ABOVE FINISHED GRADE. (ADJUSTMENT TO FINISHED GRADE SHALL OCCUR PRIOR TO ACCEPTANCE OR ISSUANCE OF CERTIFICATE OF OCCUPANCY)

CITY OF HUTTO	CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO. WW11
		UPDATED: 04/01/2019
	SEWER CLEAN-OUT ENGINEERING & PUBLIC WORKS	DRAWN BY: BB
		SCALE: N.T.S.
		FILE NAME:WW11.DWG



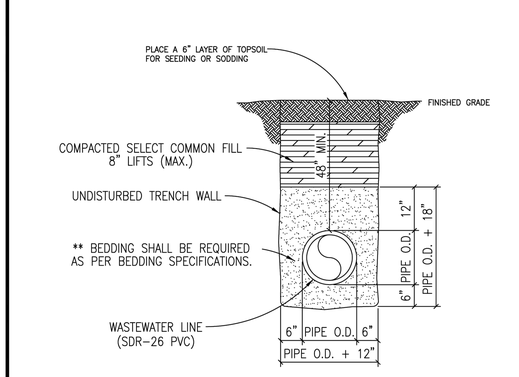
NOTES:
1. SUBDIVISION IMPROVEMENTS WILL END AT R.O.W. WITH PLUGGED WATER-TIGHT CLEAN-OUT.
2. DURING LOT CONSTRUCTION, PLUG WILL BE REMOVED AND 6"X4" ELASTOMERIC GASKETED BELL REDUCER INSTALLED. BUSHINGS ARE NOT ALLOWED.
3. SOLIDLY TAMP BACKFILL AT LEAST ONE FOOT (1') ABOVE TOP OF PIPE. SERVICES UNDER PAVED AREAS SHALL BE BACKFILLED TO THE SAME SPECIFICATIONS AS SHOWN ON PAVEMENT REPLACEMENT DETAIL.
4. CONTRACTOR SHALL MARK ON A CLEAN SET OF PLANS THE FINAL STATIONING OR DISTANCE AND DIRECTION FROM MANHOLE TO EACH SERVICE LATERAL AND GIVE TO ENGINEER FOR RECORD DRAWING PURPOSES.
5. SERVICE LINE MATERIAL SHALL BE P.V.C., SDR-26.
6. CITY OF HUTTO RESPONSIBILITY ENDS AT CLEAN OUT.
7. NO CLEAN-OUT SHALL BE SET IN SIDEWALK OR DRIVEWAY WITHOUT PRIOR WRITTEN APPROVAL FROM CITY ENGINEER.
8. SEE CITY OF AUSTIN DETAIL 520S-4 FOR INSTALLATIONS IN CONCRETE SURFACES, CITY OF HUTTO DETAIL WW11 FOR ALL OTHERS.

CITY OF HUTTO	CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO. WW12
		UPDATED: 04/01/2019
	SEWER SERVICE CONNECTION ENGINEERING & PUBLIC WORKS	DRAWN BY: BB
		SCALE: N.T.S.
		FILE NAME:WW12.DWG



NOTES
1. ALL WASTEWATER PIPING SHALL HAVE ELASTOMERIC GASKET TYPE JOINTS AND SLOPE DOWNWARD TO MAIN ONE PERCENT (1%) MINIMUM TO FORTY-FIVE PERCENT (45%) MAXIMUM.
2. DEPTH OF SERVICE AT PROPERTY LINE WILL BE SHOWN ON PLANS BY ENGINEER IF GREATER THAN FOUR FEET (4'), OTHERWISE THE INSTALLED DEPTH WILL BE FOUR FOOT (4') MINIMUM AND SIX FEET (6') MAXIMUM AT PROPERTY LINE.
3. REPLACE THE BEDDING AND BACKFILL IN ACCORDANCE WITH THE TRENCH EMBEDMENT DETAIL.

CITY OF HUTTO	CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO. WW13
		UPDATED: 02/01/2019
	GASKETED SEWER FITTING FOR SERVICE TO EXISTING MAIN ENGINEERING & PUBLIC WORKS	DRAWN BY: BB
		SCALE: N.T.S.
		FILE NAME:WW13.DWG

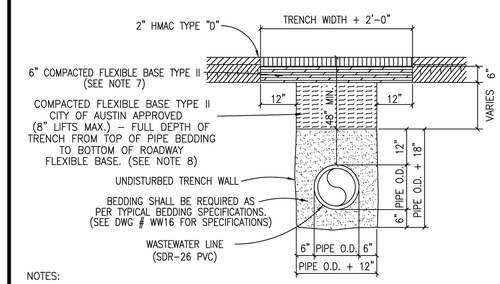


** TYPICAL BEDDING SPECIFICATIONS:

SIEVE SIZE	3/8" F % RETAINED	1/2" D % RETAINED
1/2"	0	0
3/8"	0-2	5-25
4m	40-85	80-100
10m	95-100	96-100

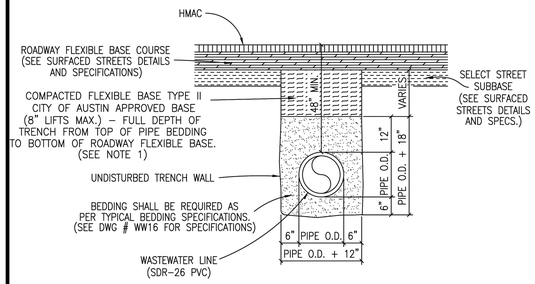
NOTE:
IF GROUND WATER IS PRESENT IN THE TRENCH, THE BEDDING MATERIAL SHOULD BE SURROUNDED BY FILTER FABRIC (MIRAFI 140N OR EQUIVALENT) ON ALL SIDES TO PREVENT SOIL INFILTRATION INTO THE BEDDING MATERIAL.

CITY OF HUTTO	CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO. WW16
		UPDATED: 08/12/2021
	TRENCH & EMBEDMENT UNDER NON-PAVED AREAS ENGINEERING & PUBLIC WORKS	DRAWN BY: BB
		SCALE: N.T.S.
		FILE NAME:WW16.DWG



NOTES:
1. REPLACED BASE MATERIAL OVER DITCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL BASE.
2. BASE MATERIAL SHALL BE PLACED IN TWO OR THREE LAYERS AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO SPECIFIED MAXIMUM DENSITY.
3. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED.
4. SURFACE MATERIAL WILL BE CONSISTENT WITH THE EXISTING SURFACE.
5. A MINIMUM OF ONE DENSITY TEST SHALL BE TAKEN EVERY TWO HUNDRED (200) FEET FOR EACH SIX (6) INCH LIFT OF SUBGRADE AND EACH OPEN CUT CROSSING. PROCTORS FOR MATERIALS USED IN BACKFILLING SHALL BE OBTAINED BY A CERTIFIED LABORATORY. DENSITY TESTS SHALL BE CONDUCTED BY A CERTIFIED LABORATORY OR THE PERMITTEE'S CONSULTANTS. THE PERCENTAGE OF MAXIMUM DENSITY REQUIRED SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF "THE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AT THE TIME THE PERMIT WAS ISSUED. ALL DENSITY TESTS SHALL BE COMPLETED AND ACCEPTED ON EACH LAYER PRIOR TO ADDITIONAL BACKFILLING. A COPY OF ALL COMPLETED AND ACCEPTED DENSITY TESTS SHALL BE FURNISHED TO CITY OF HUTTO.
6. THESE SPECIFICATIONS MAY BE SUPERSEDED BY THE GOVERNING AGENCY.
7. FLEXIBLE BASE TYPE II: (ROADWAY BASE)
   TXDOT TYPE A - GRADE 2 OR BETTER CRUSHED LIMESTONE BASE COMPACTED TO 98% OF TXDOT 113E AT OPTIMUM MOISTURE. PROCTOR TO BE PROVIDED BY THE CONTRACTOR TO THE CITY INSPECTOR.
8. FLEXIBLE BASE TYPE II: (TRENCH BACKFILL)
   TXDOT TYPE A - GRADE 2 OR BETTER CRUSHED LIMESTONE BASE COMPACTED TO 95% OF TXDOT 113E AT OPTIMUM MOISTURE. PROCTOR TO BE PROVIDED BY THE CONTRACTOR TO THE CITY INSPECTOR.
9. CONTRACTOR OR ENGINEER MAY REQUEST FOR USE OF ALTERNATE BACKFILL MATERIAL. ALTERNATE MATERIALS AND TESTING PROTOCOL MUST BE SUBMITTED TO AND APPROVED BY THE CITY ENGINEER PRIOR TO USE.
10. IF GROUND WATER IS PRESENT IN THE TRENCH, THE BEDDING MATERIAL SHOULD BE SURROUNDED BY FILTER FABRIC (MIRAFI 140N OR EQUIVALENT) ON ALL SIDES TO PREVENT SOIL INFILTRATION INTO THE BEDDING MATERIAL.

CITY OF HUTTO	CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO. WW17
		UPDATED: 08/12/2021
	TRENCH AND EMBEDMENT UNDER EXISTING ROAD ENGINEERING & PUBLIC WORKS	DRAWN BY: BB
		SCALE: N.T.S.
		FILE NAME:WW17.DWG



NOTES:
1. A MINIMUM OF ONE DENSITY TEST SHALL BE TAKEN EVERY TWO HUNDRED (200) FEET FOR EACH EIGHT (8) INCH LIFT OF BASE. PROCTORS FOR MATERIALS USED IN BACKFILLING SHALL BE OBTAINED BY A CERTIFIED LABORATORY. DENSITY TESTS SHALL BE CONDUCTED BY A CERTIFIED LABORATORY OR THE PERMITTEE'S CONSULTANTS. THE PERCENTAGE OF MAXIMUM DENSITY REQUIRED SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF "THE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AT THE TIME THE PERMIT WAS ISSUED. ALL DENSITY TESTS SHALL BE COMPLETED AND ACCEPTED ON EACH LAYER PRIOR TO ADDITIONAL BACKFILLING. A COPY OF ALL COMPLETED AND ACCEPTED DENSITY TESTS SHALL BE FURNISHED TO CITY OF HUTTO. BACKFILL COMPACTION SHALL BE A MINIMUM OF 95% MAXIMUM DENSITY PER TxDOT 113E SPECIFICATIONS.
2. THESE SPECIFICATIONS MAY BE SUPERSEDED BY THE GOVERNING AGENCY.
3. CONTRACTOR OR ENGINEER MAY REQUEST FOR USE OF ALTERNATE BACKFILL MATERIAL. ALTERNATE MATERIALS AND TESTING PROTOCOL MUST BE SUBMITTED TO AND APPROVED BY THE CITY PRIOR TO USE.
4. IF GROUND WATER IS PRESENT IN THE TRENCH, THE BEDDING MATERIAL SHOULD BE SURROUNDED BY FILTER FABRIC (MIRAFI 140N OR EQUIVALENT) ON ALL SIDES TO PREVENT SOIL INFILTRATION INTO THE BEDDING MATERIAL.

CITY OF HUTTO	CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO. WW18
		UPDATED: 08/12/2021
	TRENCH AND EMBEDMENT UNDER PROPOSED ROADWAY ENGINEERING & PUBLIC WORKS	DRAWN BY: BB
		SCALE: N.T.S.
		FILE NAME:WW18.DWG

APR	DATE	DESCRIPTION	REV
		RECORD DRAWING	

DESIGNED BY: DAZ
REVIEWED BY: TMH
DRAWN BY: DAZ

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TEL: 512-879-0400 www.brwngay.com

GOLA, PHASE II
HUTTO, TEXAS

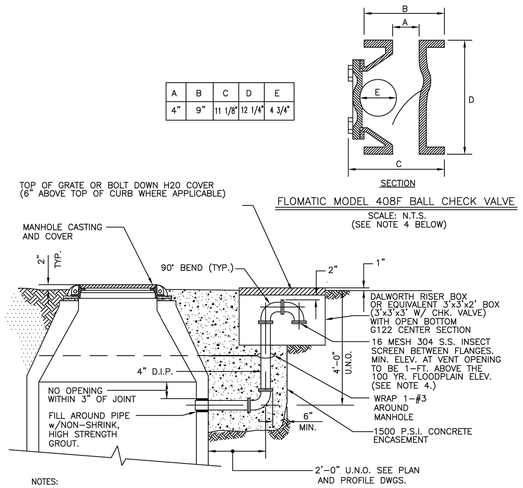
WASTEWATER DETAILS (2 OF 3)

SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED PROFESSIONAL ENGINEER
06/28/2024

SHEET
59 OF 66

G:\TXC\Projects\Ashton_Woods\9639-00-Gola_Ph_2\LD\01_CADD\01_Shts\C-SP-DETL-PH2.dwg Layout: WASTEWATER DETAILS (2 OF 3) Plotted: 6/11/2024 2:47:55 PM



A	B	C	D	E
4"	9"	11 1/8"	12 1/4"	4 3/4"

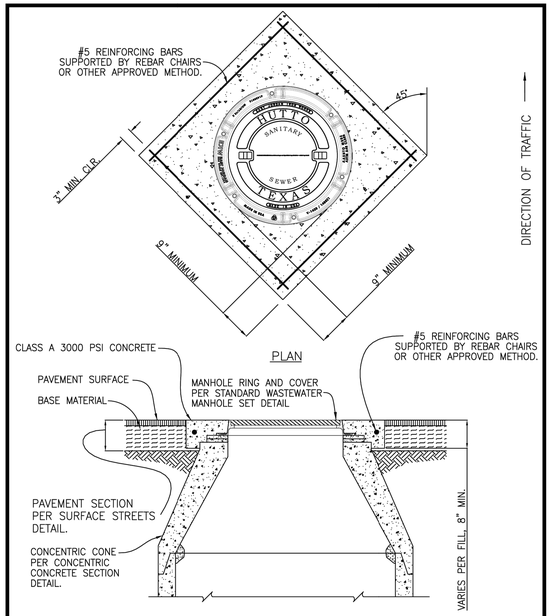
FLOMATIC MODEL 408F BALL CHECK VALVE

SCALE: N.T.S.
(SEE NOTE 4 BELOW)

NOTES:

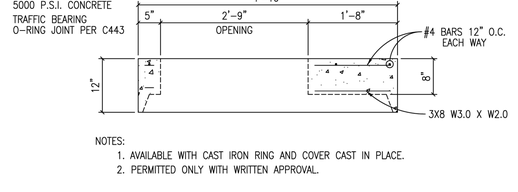
1. AIR INTAKE PIPE TO BE D.I.P., CLASS 53 WITH FLANGED CONNECTIONS.
2. ALL FITTINGS TO BE 150 PSIG RATED & ANSI/AWWA C110/A21.10.
3. SURFACE PREP ABOVE GROUND PIPING TO SSPC10-63, N.A.C.E. NO.2 STANDARD. APPLY EPOXY PRIMER 2-4 MIL, DFT FOLLOWED BY 2 COATS OF AMINE ADDUCT CURED, HIGH-BUILD EPOXY (TWO COMPONENT EPOXY POLYAMIDE) 8-10 MIL DFT, NON-LEAD CEDAR GREEN COLOR.
4. IF ELEVATION OF VENT OPENING IS LESS THAN 1-FT. ABOVE 100 YR. FLOODPLAIN, FLOMATIC MODEL 408F BALL CHECK VALVE OR EQUAL WITH FLOATING TYPE BALL TO BE INSTALLED AT DOWNTURNED OPENING OF VENT. (SEE DIMENSIONAL DETAIL ABOVE RIGHT). 16 MESH 304 S.S. INSECT SCREEN TO BE PLACED IN THE OPENING.

CITY OF HUTTO		
CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO.	WW19
MANHOLE VENT FOR BELOW GROUND INSTALLATION	UPDATED:	02/01/2019
ENGINEERING & PUBLIC WORKS	DRAWN BY:	BB
	SCALE:	N.T.S.
	FILE NAME	WW19.DWG



SECTION

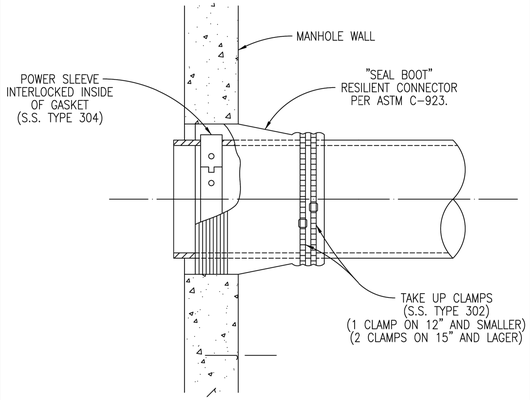
CITY OF HUTTO		
CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO.	WW20
CONCRETE APRON AROUND MANHOLE RING AND COVER	UPDATED:	02/01/2019
ENGINEERING & PUBLIC WORKS	DRAWN BY:	BB
	SCALE:	N.T.S.
	FILE NAME	WW20.DWG



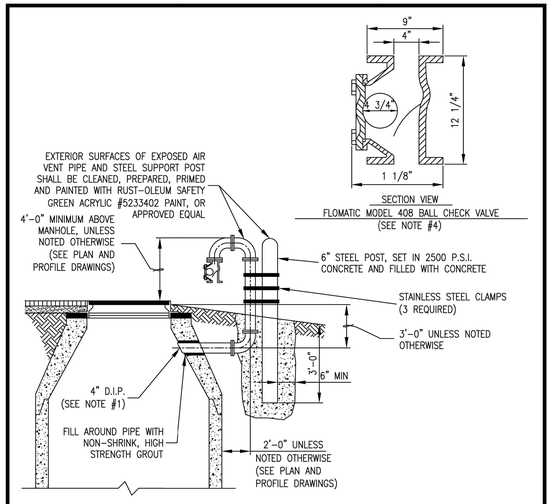
NOTES:

1. AVAILABLE WITH CAST IRON RING AND COVER CAST IN PLACE.
2. PERMITTED ONLY WITH WRITTEN APPROVAL.

CITY OF HUTTO		
CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO.	WW21
48" MANHOLE FLAT LID	UPDATED:	02/01/2019
ENGINEERING & PUBLIC WORKS	DRAWN BY:	BB
	SCALE:	N.T.S.
	FILE NAME	WW21.DWG



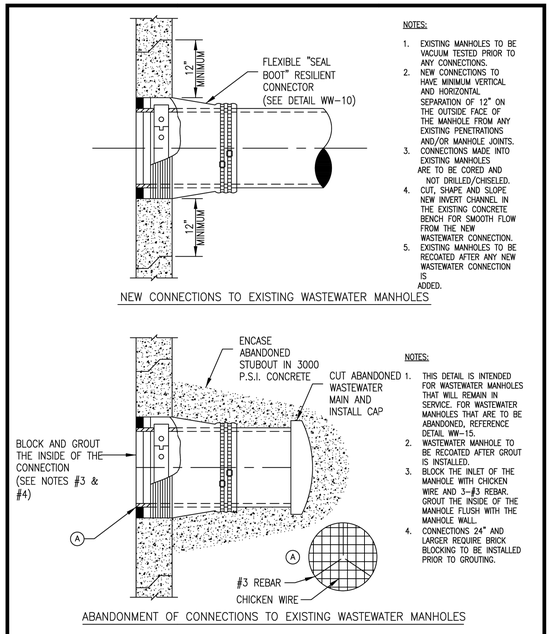
CITY OF HUTTO		
CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO.	WW22
FLEXIBLE "SEAL BOOT" CONNECTOR	UPDATED:	02/01/2019
ENGINEERING & PUBLIC WORKS	DRAWN BY:	BB
	SCALE:	N.T.S.
	FILE NAME	WW22.DWG



NOTES:

1. AIR VENT PIPE TO BE 4" D.I.P., CLASS 53 WITH FLANGED CONNECTIONS.
2. ALL FITTINGS TO BE 150 PSIG RATED & ANSI/AWWA C110/A21.10.
3. AIR VENT PIPE RISER SHALL BE INSTALLED TO A MINIMUM DEPTH FROM GROUND SURFACE AS POSSIBLE, PREFERABLY LOCATED IN THE CONCENTRIC CONCRETE CONE.
4. MINIMUM ELEVATION AT THE VENT OPENING SHALL BE 1 FOOT (1'-0") ABOVE THE ULTIMATE 100 YEAR FLOOD PLAIN ELEVATION. IF ELEVATION OF VENT OPENING IS LESS THAN 1 FOOT (1'-0") ABOVE THE ULTIMATE 100 YEAR FLOOD PLAIN ELEVATION, A FLOMATIC MODEL 408, PART #2145 BALL CHECK VALVE, OR APPROVED EQUAL, WITH FLOATING TYPE BALL, SHALL BE INSTALLED AT DOWN TURNED OPENING OF VENT. A 16 MESH 304 STAINLESS STEEL INSECT SCREEN SHALL BE PLACED IN THE OPENING.

CITY OF HUTTO		
CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO.	WW23
MANHOLE VENT FOR ABOVE GROUND INSTALLATION	UPDATED:	02/01/2019
ENGINEERING & PUBLIC WORKS	DRAWN BY:	BB
	SCALE:	N.T.S.
	FILE NAME	WW23.DWG



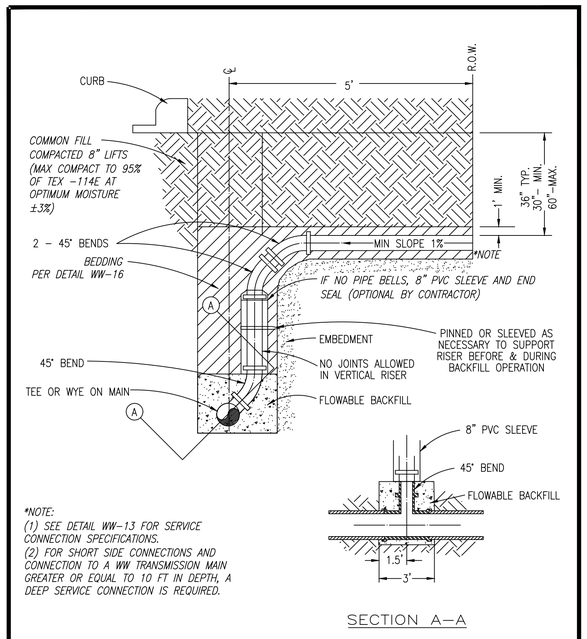
NOTES:

1. EXISTING MANHOLES TO BE VACUUM TESTED PRIOR TO ANY CONNECTIONS.
2. NEW CONNECTIONS TO HAVE MINIMUM VERTICAL AND HORIZONTAL SEPARATION OF 12" ON THE OUTSIDE FACE OF THE MANHOLE FROM ANY EXISTING PENETRATIONS AND/OR MANHOLE JOINTS.
3. CONNECTIONS MADE INTO EXISTING MANHOLES ARE TO BE CORED AND NOT DRILLED/CHISELED.
4. CUT, SHAPE AND SLOPE NEW INVERT CHANNEL IN THE EXISTING CONCRETE BENCH FOR SMOOTH FLOW FROM THE NEW WASTEWATER CONNECTION.
5. EXISTING MANHOLES TO BE RECOATED AFTER ANY NEW WASTEWATER CONNECTION IS ADDED.

NOTES:

1. THIS DETAIL IS INTENDED FOR WASTEWATER MANHOLES THAT WILL REMAIN IN SERVICE. FOR WASTEWATER MANHOLES THAT ARE TO BE ABANDONED, REFERENCE DETAIL WW-15.
2. WASTEWATER MANHOLE TO BE RECOATED AFTER GROUT IS INSTALLED.
3. BLOCK THE INLET OF THE MANHOLE WITH CHICKEN WIRE AND 3-#3 REBAR. GROUT THE INSIDE OF THE MANHOLE FLUSH WITH THE MANHOLE WALL.
4. CONNECTIONS 24" AND LARGER REQUIRE BRICK BLOCKING TO BE INSTALLED PRIOR TO GROUTING.

CITY OF HUTTO		
CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO.	WW25
EXISTING WASTEWATER MANHOLE CONNECTIONS	UPDATED:	02/01/2019
ENGINEERING & PUBLIC WORKS	DRAWN BY:	BB
	SCALE:	N.T.S.
	FILE NAME	WW25.DWG



*NOTE:
(1) SEE DETAIL WW-13 FOR SERVICE CONNECTION SPECIFICATIONS.
(2) FOR SHORT SIDE CONNECTIONS AND CONNECTION TO A WW TRANSMISSION MAIN GREATER OR EQUAL TO 10 FT IN DEPTH, A DEEP SERVICE CONNECTION IS REQUIRED.

SECTION A-A

ISSUE DATE: MAY 2015		
REVISIONS		
05/14/15	DF	RV
DATE	APPROVED	DRAWN
SCALE: N.T.S.		

CITY OF PFLUGERVILLE	DWG. #	WW-19
WASTEWATER DEEP SERVICE CONNECTION DETAIL		WW19.DWG
CONSTRUCTION STANDARDS AND DETAILS		

							APR
							DATE
							DESCRIPTION
							REV

RECORD DRAWING

DESIGNED BY:	DAZ
REVIEWED BY:	TMH
DRAWN BY:	DAZ

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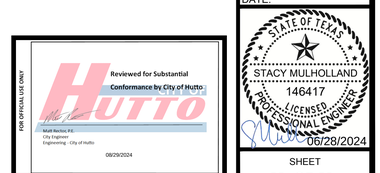
TEL: 512-879-0400 www.browngay.com

GOLA, PHASE II
HUTTO, TEXAS

WASTEWATER DETAILS (3 OF 3)

SUBMITTAL DATE: 11-30-2022



SHEET
60 OF 66

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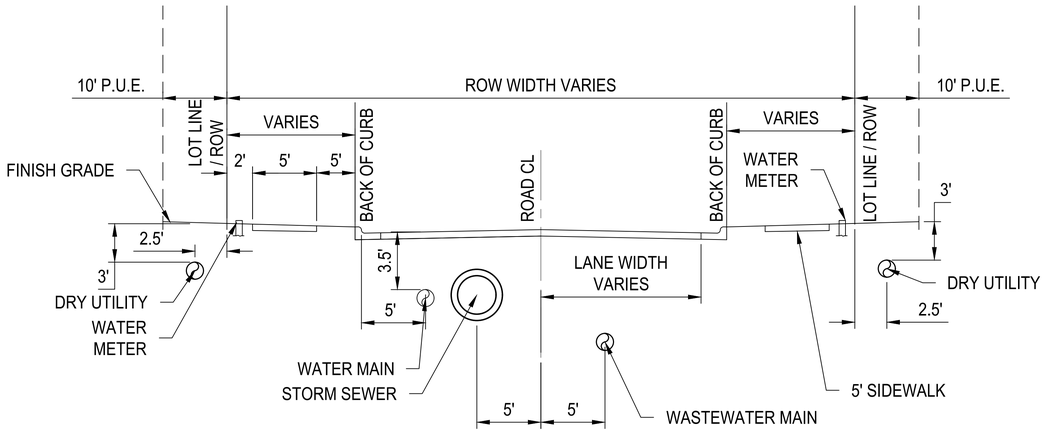
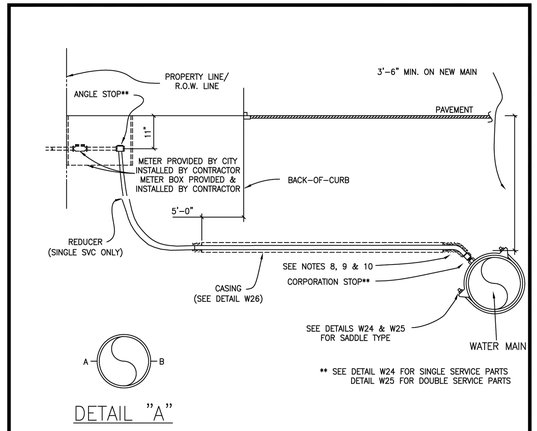


TYPICAL UTILITY CROSS SECTION

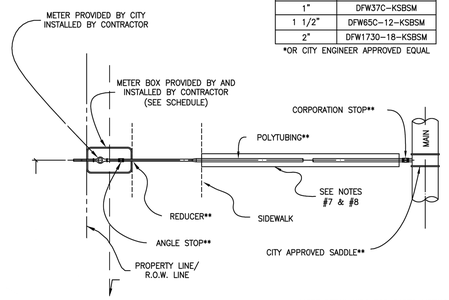


NOTES:
1. SUCCESSIVE TAPS INTO THE WATER MAIN SHALL BE SPACED A MINIMUM OF 18" OFFSET AND AT THE CENTERLINE AS SHOWN ON DETAIL "A".
2. WHERE NO SIDEWALK EXISTS, METER BOXES SHALL BE SET TO CONFORM TO FINISHED GRADE.
3. AUTHORIZED SERVICE LINE MATERIAL: POLYETHYLENE TUBING SHALL BE SDR-9. (MAX DIA. 2") CLASS 200
4. ROTATE THE CORPORATION STOP SO THAT THE OPERATING NUT IS ACTUATED FROM THE VERTICAL POSITION RATHER THAN THE HORIZONTAL.
5. SERVICE LINES SHALL BE CONTINUOUS FROM CORPORATION STOP TO ANGLE STOP WITH NO FITTINGS IN BETWEEN.
6. SERVICE CASING SHALL NOT BE INSTALLED BY WATER JETTING UNDER ROADWAY.
7. CASING REQUIRED FOR ALL PAVEMENT CROSSINGS. SEE CITY OF HUTTO DETAIL #W26 FOR CASING DETAILS.
8. INSERT STIFFENERS REQUIRED AT ALL COMPRESSION FITTINGS.
9. BEDDING PER CONSTRUCTION SPECIFICATIONS.
10. ANY VARIATIONS OF FITTINGS MUST HAVE PRIOR APPROVAL FROM THE CITY ENGINEER.
11. CORPORATION STOP SHOULD BE CONNECTED TO THE MAIN AT 45° ANGLE FROM THE TOP OF THE PIPE.

CITY OF HUTTO	DRAWING NO. W03
CONSTRUCTION STANDARDS AND DETAILS	UPDATED: 01/08/2020
TYPICAL WATER SERVICE ELEVATION	DRAWN BY: BB
ENGINEERING & PUBLIC WORKS	SCALE: N.T.S.
	FILE NAME: W03.DWG

METER BOX SCHEDULE	
METER SIZE	METER BOX*
5/8"	DFW36C-KSBSM
3/4"	DFW36C-KSBSM
1"	DFW37C-KSBSM
1 1/2"	DFW65C-12-KSBSM
2"	DFW1730-18-KSBSM

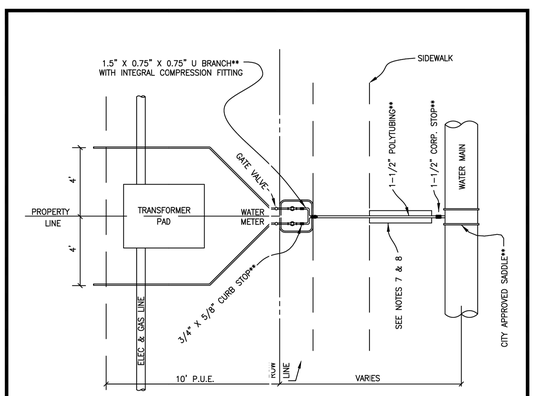
*OR CITY ENGINEER APPROVED EQUAL



**SEE DETAIL W24 FOR PARTS LISTINGS

NOTES:
1. STANDARD PARTS LIST FOUND ON CITY OF HUTTO DETAIL W24.
2. SERVICE LINE TO REDUCE SHALL BE THREE FOOT (3') BELOW SURFACE.
3. ANGLE STOPS SHALL BE SIZED TO MATCH SERVICE AND METER SIZE.
4. 1" ANGLE STOPS WITH ¾" VALVES SHALL NOT BE PERMITTED.
5. MULTIPLE SERVICE/METER INSTALLATIONS OF MORE THAN FOUR (4) METERS PER SERVICE AND SERVICE LINES LARGER THAN TWO INCH (2") IN DIAMETER SHALL BE HANDLED ON AN INDIVIDUAL BASIS.
6. ANGLE STOPS 1-1/2" AND 2" IN SIZE SHALL BE PROVIDED WITH BOTH A LOCKING CAP AND A METER FLANGE.
7. BEDDING MATERIAL PER CONSTRUCTION SPECIFICATIONS.
8. FOR CASING REQUIREMENTS FOR SERVICE LINES CROSSING ROADWAYS, SEE CITY OF HUTTO DETAIL W26.
9. ALL SERVICE LINES SHALL BE PLACE PERPENDICULAR TO THE ROADWAY.
10. ANY VARIATIONS ON FITTINGS MUST BE APPROVED BY THE CITY ENGINEER.

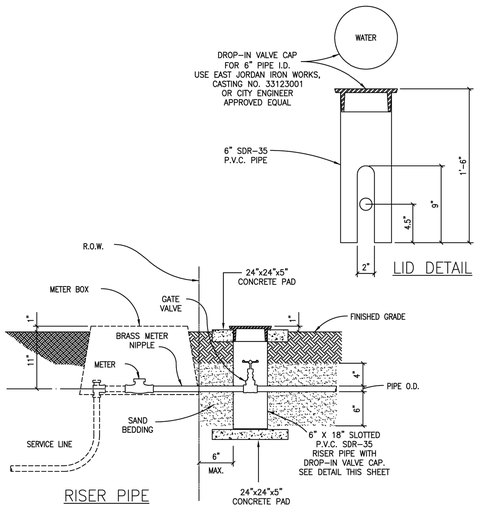
CITY OF HUTTO	DRAWING NO. W04
CONSTRUCTION STANDARDS AND DETAILS	UPDATED: 04/01/2019
SINGLE WATER SERVICE PLAN	DRAWN BY: BB
ENGINEERING & PUBLIC WORKS	SCALE: N.T.S.
	FILE NAME: W04.DWG



** = SEE DETAIL W25 FOR PARTS LIST

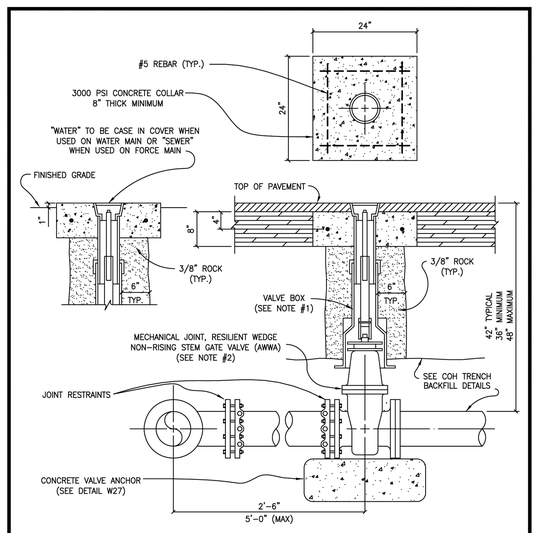
NOTES:
1. AUTHORIZED SERVICE LINE MATERIAL: 1.5" POLYETHYLENE TUBING SDR 9. CLASS 200
2. ANGLE STOP SIZE SHALL MATCH U-BRANCH AND METER.
3. 1" ANGLE STOPS WITH 0.75" VALVES SHALL BE PERMITTED.
4. MULTIPLE SERVICE/METER INSTALLATION OF MORE THAN FOUR METER PER SERVICE AND SERVICE LINES LARGER THAN 2" IN DIAMETER SHALL BE HANDLED ON AN INDIVIDUAL BASIS.
5. ANGLE STOPS 1.5" AND 2" IN SIZE SHALL BE PROVIDED WITH BOTH LOCKING CAP AND METER FLANGE.
6. ANGLE STOPS SHALL BE INSTALLED 8" BELOW FINISHED GRADE AND MARKED WITH A 2" X 2" X 48" TREATED WOOD STAKE, PAINTED BLUE.
7. BEDDING ENVELOPE AND MATERIAL PER CONSTRUCTION SPECIFICATIONS.
8 CASING REQUIREMENTS FOR SERVICE LINES CROSSING ROADWAYS, SEE CITY OF HUTTO DETAIL #W26.
9 ANY VARIATIONS ON FITTINGS MUST HAVE PRIOR WRITTEN APPROVAL FROM THE CITY ENGINEER.

CITY OF HUTTO	DRAWING NO. W05
CONSTRUCTION STANDARDS AND DETAILS	UPDATED: 04/01/2019
DOUBLE WATER SERVICE PLAN	DRAWN BY: BB
ENGINEERING & PUBLIC WORKS	SCALE: N.T.S.
	FILE NAME: W05.DWG



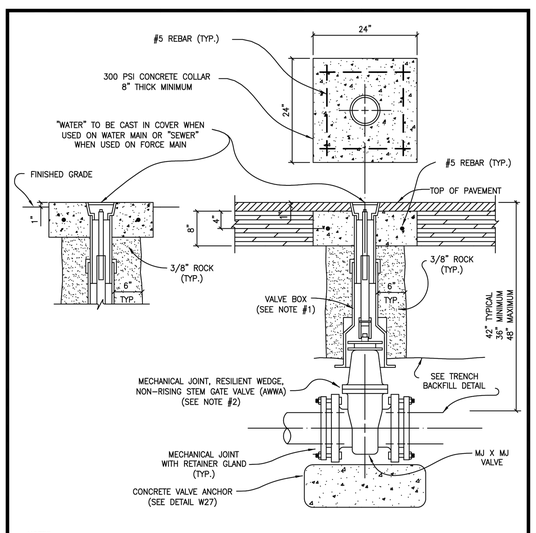
NOTES:
1. GATE VALVE SHALL BE A HAMMOND IB645, CLASS 125, BRONZE GATE, SCREWED BONNET, NON-RISING STEM, SOLID WEDGE DISC WITH THREADED ENDS OR APPROVED EQUAL.
2. DROP-IN VALVE CAP SHALL BE CAST WITH THE WORD "WATER" ON TOP.
3. USE SCHEDULE 80, M.I.P. ADAPTER AS REQUIRED.

CITY OF HUTTO	DRAWING NO. W06
CONSTRUCTION STANDARDS AND DETAILS	UPDATED: 04/01/2019
CUSTOMER'S CUT-OFF DETAIL	DRAWN BY: BB
ENGINEERING & PUBLIC WORKS	SCALE: N.T.S.
	FILE NAME: W06.DWG



NOTES:
1. VALVE BOX SHALL BE AMERICAN FLOW CONTROL TRENCH ADAPTER OR CITY ENGINEER APPROVED EQUAL HAVING AN ADJUSTABLE RANGE OF + OR - SIX INCHES (6") FROM INSTALLED FINISH GRADE.
2. ACCEPTABLE GATE VALVES ARE:
   A. AMERICAN FLOW CONTROL - SERIES 2500
   B. CLOW
   C. KENNEDY

CITY OF HUTTO	DRAWING NO. W07
CONSTRUCTION STANDARDS AND DETAILS	UPDATED: 04/01/2019
TYPICAL VALVE SETTING	DRAWN BY: BB
ENGINEERING & PUBLIC WORKS	SCALE: N.T.S.
	FILE NAME: W07.DWG



NOTES:
1. VALVE BOX SHALL BE AMERICAN FLOW CONTROL TRENCH ADAPTER OR CITY ENGINEER APPROVED EQUAL HAVING AN ADJUSTABLE RANGE OF + OR - SIX INCHES (6") FROM INSTALLED FINISH GRADE. (SEE VALVE SETTING CITY OF HUTTO DETAIL #W07)
2. ACCEPTABLE GATE VALVES ARE:
   A. AMERICAN FLOW CONTROL - SERIES 2500
   B. CLOW
   C. KENNEDY

CITY OF HUTTO	DRAWING NO. W08
CONSTRUCTION STANDARDS AND DETAILS	UPDATED: 04/01/2019
INLINE VALVE INSTALLATION	DRAWN BY: BB
ENGINEERING & PUBLIC WORKS	SCALE: N.T.S.
	FILE NAME: W08.DWG

APR	DATE	DESCRIPTION	REV
		RECORD DRAWING	

DESIGNED BY: DAZ
REVIEWED BY: TMH
DRAWN BY: DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.browngay.com

GOLA, PHASE II
HUTTO, TEXAS

WATER DETAILS (1 OF 4)

SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED PROFESSIONAL ENGINEER
06/28/2024

SHEET
61 OF 66

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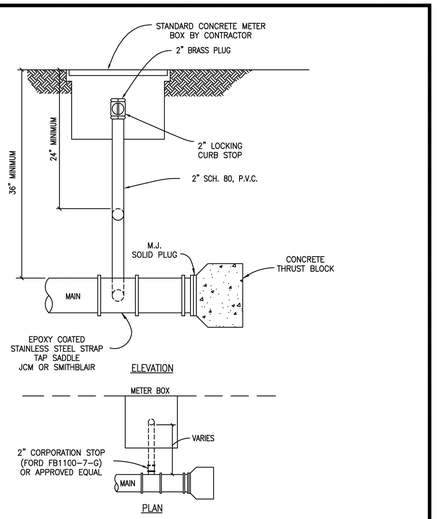
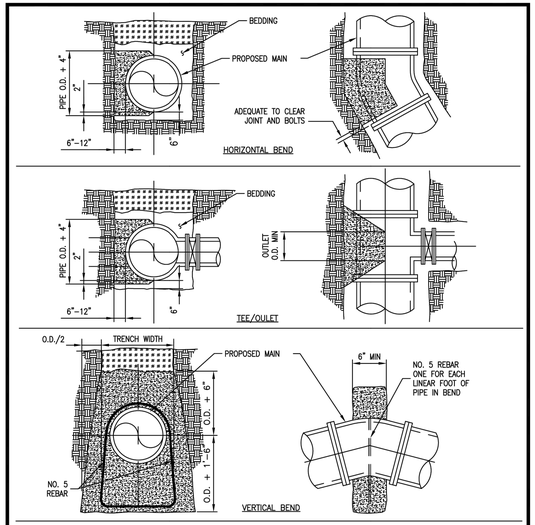


NOTES:
1. TRAFFIC BEARING METER BOXES WILL BE REQUIRED IN ALL PAVED AREAS AND AREAS IN WHICH MAY BE PAVED IN THE FUTURE.
2. TUBING SHALL BE CONTINUOUS FROM CORPORATION STOP TO CURB STOP, NO FITTINGS SHALL BE PERMITTED.
3. AUTOMATIC FLUSH VALVES SHALL BE USED (SEE CITY OF HUTTO DETAIL #W13). ALL AUTOMATIC FLUSH VALVES MUST BE METERED.
4. ANY VARIATIONS MUST HAVE PRIOR WRITTEN APPROVAL FROM THE CITY ENGINEER.

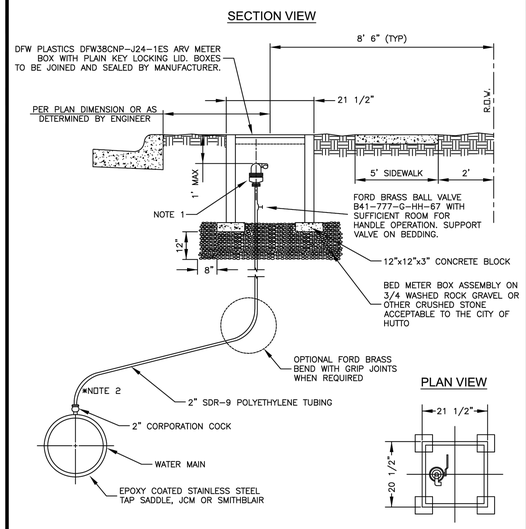
CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO. W09
	UPDATED: 04/01/2019
STANDARD BLOW-OFF ENGINEERING & PUBLIC WORKS	DRAWN BY: BB
	SCALE: N.T.S.
	FILE NAME: W09.DWG



THRUST BLOCK DESIGN AS FOLLOWS:
A. PRESSURE OF 150 P.S.I. (ACTUAL IF HIGHER +50% SURGE ALLOWANCE
B. MAXIMUM SOIL BEARING:

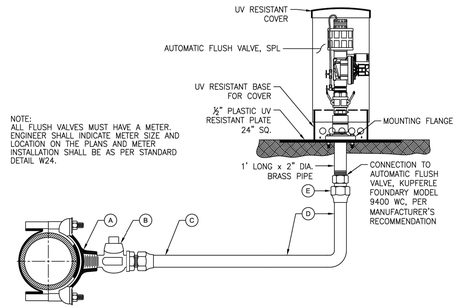
SOIL TYPE	PRESSURE
LIMESTONE	4000 LBS/SQ. FT.
UNDISTURBED SOIL CALICHE	2000 LBS/SQ. FT.
LOOSE OR SPONGY SOIL	1500 LBS/SQ. FT.

CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO. W11
	UPDATED: 04/01/2019
TYPICAL THRUST BLOCKS FOR WATER LINES AND FORCE MAINS ENGINEERING & PUBLIC WORKS	DRAWN BY: BB
	SCALE: N.T.S.
	FILE NAME: W11.DWG



NOTES:
1. ARI D-040 P 2" AIR RELEASE VALVE, HIGHER CAPACITY VALVES TO BE DESIGNATED BY DESIGN ENGINEER AND APPROVED BY CITY ENGINEER.
2. THREAD TO COMPRESSION BRASS ELBOW ALLOWED IF NECESSARY DUE TO DEPTH LIMITATIONS.
3. ANY VARIATIONS MUST HAVE PRIOR APPROVAL FROM THE CITY ENGINEER.

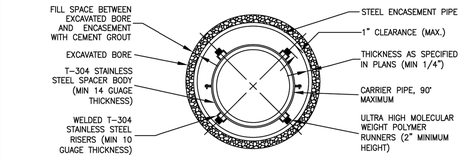
CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO. W12
	UPDATED: 04/01/2019
STANDARD AIR RELEASE VALVE FOR WATER MAINS ENGINEERING & PUBLIC WORKS	DRAWN BY: BB
	SCALE: N.T.S.
	FILE NAME: W12.DWG



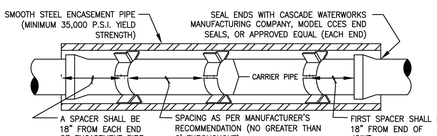
A. 2" EPOXY COATED STAINLESS BAND TAP SADDLE, JCM OR SMITHBLAIR
B. 2" POLY TUBING WATER SERVICE EXTENDED BEYOND PAVEMENT
C. 2" POLY TUBING
D. 2" BRASS COUPLING, COMPRESSION x FIP

NOTES:
1. ALL AUTOMATIC FLUSH VALVES SHALL HAVE A METER.
2. AUTOMATIC FLUSH VALVE MAY ALSO BE USED ON TAPPED PLUGS AND CAPS.
3. THE CONTRACTOR SHALL PROVIDE THE FLUSH VALVE ACCESS KEY TO CITY OF HUTTO WATER UPON FLUSH VALVE ACCEPTANCE.
4. METER BOX AND FLUSH VALVE SHALL NOT BE LOCATED IN A SIDEWALK, DRIVEWAY, PEDESTRIAN WAY OR TRAFFIC WAY.
5. A DRAINAGE WAY, CONTAINED WITHIN THE R.O.W. OR AN EASEMENT, SHALL BE PROVIDED FROM FLUSH VALVE TO STORM SEWER SYSTEM OR PUBLIC DRAINAGE WAY. THIS DRAINAGE WAY SHALL BE CONSTRUCTED OF CONCRETE OR OTHER CITY ENGINEER APPROVED MATERIAL TO PREVENT EROSION.
6. DESIGN ENGINEER SHALL PROVIDE CALCULATIONS WITH PLANS AT THE TIME OF REVIEW INCLUDING FREQUENCY AND FLUSH RATE REQUIRED TO CIRCULATE WATER IN DEAD END MAIN EVERY 72 HOURS.

CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO. W13
	UPDATED: 04/01/2019
AUTOMATIC FLUSH VALVES ENGINEERING & PUBLIC WORKS	DRAWN BY: BB
	SCALE: N.T.S.
	FILE NAME: W13.DWG



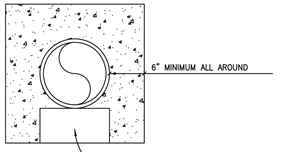
PIPE SIZE-CARRIER (DIAMETER, INCHES)	PIPE SIZE-CASING (MINIMUM DIAMETER, INCHES)	MINIMUM PIPE THICKNESS (INCHES)	
6	16	1 / 4	0.2500
8	18	1 / 4	0.2500
10	20	5 / 16	0.3125
12 ~ 14	24	3 / 8	0.3750
16 ~ 18	30	7 / 16	0.4375
20	36	1 / 2	0.5000
24	42	1 / 2	0.5000
30	48	1 / 2	0.5000



NOTES:
1. CASING SPACER CONFIGURATION AND SPACING SHALL BE AS SHOWN ON MANUFACTURER'S DRAWINGS FOR SPECIFIC WORK; THESE MUST BE ACCEPTABLE TO CITY ENGINEER.
2. CASING SPACER SHALL BE AS MANUFACTURED BY CASCADE WATERWORKS MANUFACTURING COMPANY, MODEL CCS, OR APPROVED EQUAL.
3. CASING SPACERS SHALL NOT BE PAID DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE APPROPRIATE BID ITEM.
4. DO NOT USE WEDGES BETWEEN CARRIER PIPE AND CASING.
5. PRIOR TO INSERTING CARRIER PIPE, ANY WATER SHOULD BE PUMPED OUT OF CASING SO THAT NO MORE THAN A FEW INCHES OF WATER REMAINS.
6. ALL JOINTS IN ENCASEMENT SHALL BE RESTRAINED FOR WATER LINES ONLY UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER.

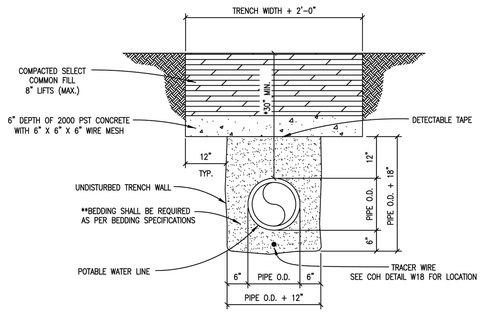
CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO. W14
	UPDATED: 04/01/2019
PIPE ENCASEMENT ENGINEERING & PUBLIC WORKS	DRAWN BY: BB
	SCALE: N.T.S.
	FILE NAME: W14.DWG

FOR OFFICIAL USE ONLY
Reviewed for Substantial Conformance by City of Hutto
Matt Rector, P.E.
City Engineer
Engineering - City of Hutto
08/29/2024



NOTES:
1. ENCASEMENT TO BE CONSTRUCTED WHERE SEWER LINES PASS UNDER A WATER MAIN WITH LESS THAN NINE FEET (9') CLEAR DISTANCE.
2. ENCASEMENT TO BE CONSTRUCTED WHERE SEWER LINES PASS OVER A WATER LINE.
3. AT CROSSINGS, ENCASEMENT SHALL EXTEND 10 FEET (10') ON EITHER SIDE OF CROSSING.
4. BEGINNING AND ENDING OF ENCASEMENTS SHALL NOT BE MORE THAN SIX INCHES (6") FORM A PIPE JOINT.
5. WHERE WATER AND SEWER LINES PARALLEL WITH LESS THAN TEN FEE (10') HORIZONTAL CLEAR DISTANCE, NO ENCASEMENT IS REQUIRED IF BOTH LINES ARE 150 PRESSURE PIPE.
6. RAW WATER MAINS SHALL BE 150 PSI PRESSURE RATED WHEN PARALLELING POTABLE WATER MAINS WITH LESS THAN TEN FEET (10') HORIZONTAL CLEARANCE.
7. WHERE MINIMUM COVER, THIRTY INCHES (42") IS NOT AVAILABLE, ENCASEMENT WILL BE REQUIRED.
8. ALL CONCRETE ENCASEMENT MUST BE FORMED AND INSPECTED BY THE CITY OF HUTTO INSPECTOR PRIOR TO PLACING CONCRETE AND BACK FILLING.
9. DETECTABLE/MARKING TAPE IS REQUIRED ON ALL WATER AND WASTEWATER PIPES. TAPE SHALL BE TWELVE (12") WIDE AND PLACED AT TOP OF BEDDING.

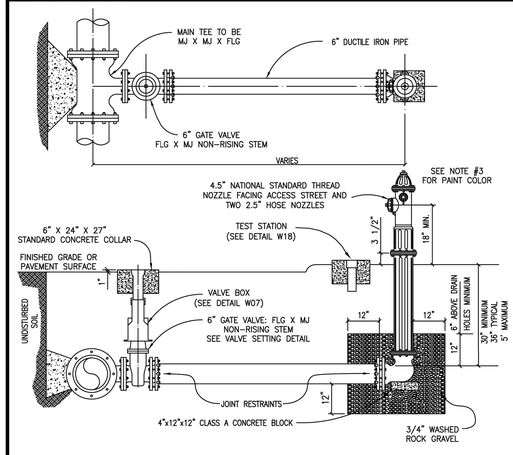
CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO. W15
	UPDATED: 04/01/2019
CONCRETE ENCASEMENT ENGINEERING & PUBLIC WORKS	DRAWN BY: BB
	SCALE: N.T.S.
	FILE NAME: W15.DWG



*WHERE 30" MINIMUM COVER CANNOT BE OBTAINED OR DUE TO POTENTIAL SURFACE LOADING THE CIT MY REQUIRE A CAP TO BE INSTALLED.

% RETAINED **TYPICAL BEDDING SPECIFICATIONS		
SIEVE SIZE	3 / 8" F	1 / 2" D
1 / 2"	0	0
3 / 8"	0 – 2	5 – 25
4m	40 – 85	80 – 100
10m	95 – 100	95 – 100

CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO. W16
	UPDATED: 01/08/2020
CONCRETE TRENCH CAP ENGINEERING & PUBLIC WORKS	DRAWN BY: BB
	SCALE: N.T.S.
	FILE NAME: W16.DWG



NOTES:
1. FIRE HYDRANT SHALL BE INSTALLED ON THE SAME SIDE OF THE ROAD AS THE WATER MAIN.
2. FIRE HYDRANT SHALL BE INSTALLED PLUMB AND TRUE.
3. ALL FIRE HYDRANT EXTERIORS SHALL BE FACTORY PRIMED AND PAINTED SILVER USING A CITY ENGINEER APPROVED HIGH GRADE PAINT, INCLUDING BONNET.
4. HEEL AND THRUST BLOCKS TO REST IN UNDISTURBED SOIL.
5. THE ONLY FIRE HYDRANTS ACCEPTABLE ARE:
   A. KENNEDY – K81D
   B. AMERICAN DARLING – B84B
   C. CLOW – MEDALLION
6. DOUBLE BLUE REFLECTOR "HYE-LITES" BRAND, MANUFACTURED BY PAVEMENT MARKERS, INC. TO BE INSTALLED AT CENTERLINE OF STREET PERPENDICULAR TO HYDRANT.
7. ALL BOLTS SHALL BE STAINLESS STEEL.
8. ONLY ORIGINAL EQUIPMENT MANUFACTURE PARTS SHALL BE USED.

CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO. W17
	UPDATED: 04/01/2019
TYPICAL FIRE HYDRANT INTALLATION ENGINEERING & PUBLIC WORKS	DRAWN BY: BB
	SCALE: N.T.S.
	FILE NAME: W17.DWG

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							DATE
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◁	◁	◁	◁	◁	◁	◁	REV

DESIGNED BY: DAZ
REVIEWED BY: TMH
DRAWN BY: DAZ

BGE
BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.brwngay.com

GOLA, PHASE II
HUTTO, TEXAS

WATER DETAILS (2 OF 4)

SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED PROFESSIONAL ENGINEER
06/28/2024

SHEET
62 OF 66

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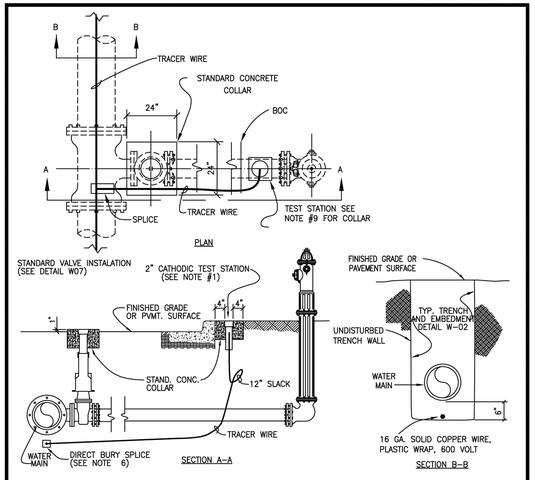
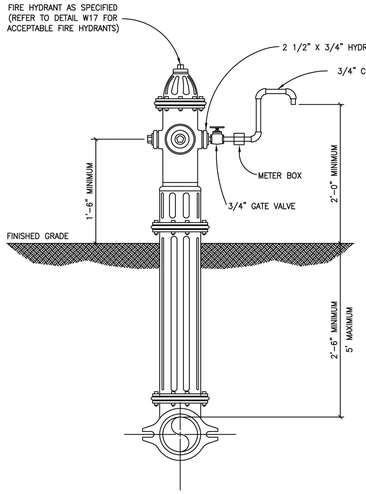
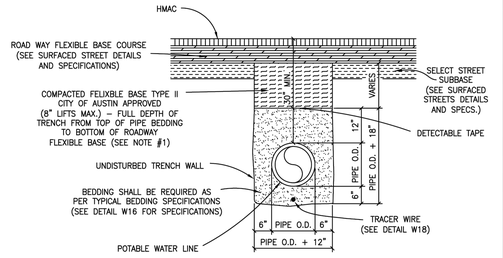


NOTES:
1. TEST STATION SHALL BE HANDLEY INDUSTRIES INC. – TWO INCH (2") CATHODIC TEST STATION OR CITY APPROVED EQUAL.
2. THE 15" ABS PLASTIC BOX SHALL BE A FLANGED TOP FOR INSTALLATION AT GROUND LEVEL.
3. ALL TERMINALS ARE TO BE MADE OF SOLID BRASS.
4. PLASTIC LIDS SHALL BE COLOR BLUE AND MARKED "WATER".
5. TEST TERMINALS ARE TO BE INCORPORATED WITH HANDLEY VALVE BOXES.
6. BURY SPLICE SHALL BE 3M DIRECT BURY SPLICE (DBR) OR CITY ENGINEER APPROVED EQUAL ENCLOSED IN ENCASEMENT PIPE.
7. TEST STATIONS SHALL BE INSTALLED AT EACH FIRE HYDRANT LOCATION.
8. HYDRANT SHALL BE EIGHTEEN INCHES (18") OFF OF BACK OF CURB.
9. TEST STATION SHALL BE SET IN 10" X 10" CONCRETE COLLAR.
10. CITY WILL NOT ACCEPT INFRASTRUCTURE UNTIL TRACER WIRE IS TESTED AND WORKS CORRECTLY.

CITY OF HUTTO	CITY OF HUTTO	DRAWING NO. W18
	CONSTRUCTION STANDARDS AND DETAILS	UPDATED: 03/01/2019
	TRACER WIRE INSTALLATION AND TEST STATION LOCATION	DRAWN BY: BB
	ENGINEERING & PUBLIC WORKS	SCALE: N.T.S.
		FILE NAME: W18.DWG

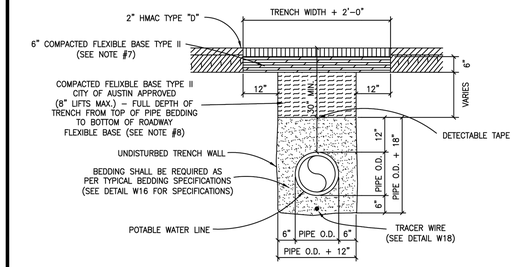


CITY OF HUTTO	CITY OF HUTTO	DRAWING NO. W19
	CONSTRUCTION STANDARDS AND DETAILS	UPDATED: 04/01/2019
	FIRE HYDRANT SAMPLING POINT	DRAWN BY: BB
	ENGINEERING & PUBLIC WORKS	SCALE: N.T.S.
		FILE NAME: W19.DWG



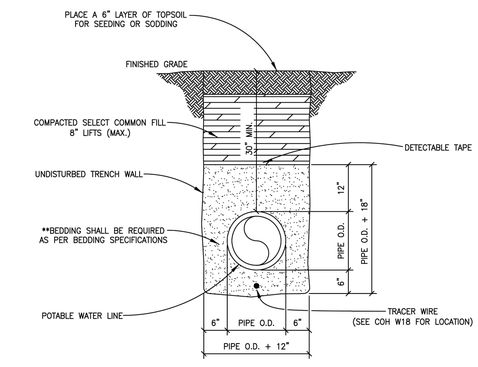
NOTES
1. A MINIMUM OF ONE DENSITY TEST SHALL BE TAKEN EVERY TWO HUNDRED (200) FEET FOR EACH EIGHT (8") INCH LIFT OF SUBGRADE AND EACH OPEN CUT CROSSING. PROCTORS FOR MATERIALS USED IN BACKFILLING SHALL BE OBTAINED BY A CERTIFIED LABORATORY DENSITY TESTS SHALL BE CONDUCTED BY A CERTIFIED LABORATORY OR THE PERMITTEE'S CONSULTANTS. THE PERCENTAGE OF MAXIMUM DENSITY REQUIRED SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF "THE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AT THE TIME THE PERMIT WAS ISSUED. ALL DENSITY TESTS SHALL BE COMPLETED AND ACCEPTED ON EACH LAYER PRIOR TO ADDITIONAL BACKFILLING. A COPY OF ALL COMPLETED AND ACCEPTED DENSITY TESTS SHALL BE FURNISHED TO CITY OF HUTTO
2. BACKFILL COMPACTION SHALL BE A MINIMUM OF 95% MAXIMUM DENSITY PER TXDOT 113E SPECIFICATIONS.
3. GEOTECHNICAL REPORT MUST BE PROVIDED WITH ROAD STREET/DESIGN. THESE SPECIFICATIONS MAY BE SUPERSEDED BY THE CITY ENGINEER.
4. CONTRACTOR OR ENGINEER MAY REQUEST FOR USE OF ALTERNATE BACKFILL MATERIAL. ALTERNATE MATERIALS AND TESTING PROTOCOL MUST BE SUBMITTED TO AND APPROVED BY THE CITY ENGINEER PRIOR TO USE.
5. DETECTABLE MARKING TAPE SHALL BE USED FOR ALL WATER LINES. THE TAPE SHALL BE BLUE, 12" WIDE, 5 MIL. THE TAPE SHALL BE PLACED AT TOP OF BEDDING.
6. IF GROUND WATER IS PRESENT IN THE TRENCH, THE BEDDING MATERIAL SHOULD BE SURROUNDED BY FILTER FABRIC (MIRAFI 140N OR EQUIVALENT) ON ALL SIDES TO PREVENT SOIL INFILTRATION INTO THE BEDDING MATERIAL.

CITY OF HUTTO	CITY OF HUTTO	DRAWING NO. W20
	CONSTRUCTION STANDARDS AND DETAILS	UPDATED: 08/12/2021
	TRENCH & EMBEDMENT UNDER PROPOSED ROADWAY	DRAWN BY: BB
	ENGINEERING & PUBLIC WORKS	SCALE: N.T.S.
		FILE NAME: W20.DWG



NOTES:
1. REPLACED BASE MATERIAL OVER DITCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL BASE
2. BASE MATERIAL SHALL BE PLACED IN TWO OR THREE LAYERS AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO SPECIFIED MAXIMUM DENSITY
3. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED
4. SURFACE MATERIAL WILL BE CONSISTENT WITH THE EXISTING SURFACE.
5. A MINIMUM OF ONE DENSITY TEST SHALL BE TAKEN EVERY TWO HUNDRED (200) FEET FOR EACH EIGHT (8") INCH LIFT OF SUBGRADE AND EACH OPEN CUT CROSSING. PROCTORS FOR MATERIALS USED IN BACKFILLING SHALL BE OBTAINED BY A CERTIFIED LABORATORY DENSITY TESTS SHALL BE CONDUCTED BY A CERTIFIED LABORATORY OR THE PERMITTEE'S CONSULTANTS. THE PERCENTAGE OF MAXIMUM DENSITY REQUIRED SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF "THE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AT THE TIME THE PERMIT WAS ISSUED. ALL DENSITY TESTS SHALL BE COMPLETED AND ACCEPTED ON EACH LAYER PRIOR TO ADDITIONAL BACKFILLING. A COPY OF ALL COMPLETED AND ACCEPTED DENSITY TESTS SHALL BE FURNISHED TO CITY OF HUTTO
6. GEOTECHNICAL REPORT MUST BE PROVIDED WITH THE ROAD/STREET DESIGN. THESE SPECIFICATIONS MAY BE SUPERSEDED BY THE CITY ENGINEER.
7. FLEXIBLE BASE TYPE II: (ROADWAY BASE) TxDOT TYPE A – GRADE 2 OR BETTER CRUSHED LIMESTONE BASE COMPACTED TO 98% OF TxDOT 113E AT OPTIMUM MOISTURE. PROCTOR TO BE PROVIDED BY THE CONTRACTOR TO THE CITY INSPECTOR
8. FLEXIBLE BASE TYPE II: (TRENCH BACKFILL) TxDOT TYPE A – GRADE 2 OR BETTER CRUSHED LIMESTONE BASE COMPACTED O 95% OF TxDOT 113E AT OPTIMUM MOISTURE. PROCTOR TO BE PROVIDED BY THE CONTRACTOR TO THE CITY INSPECTOR.
9. CONTRACTOR OR ENGINEER MAY REQUEST FOR USE OF ALTERNATE BACKFILL MATERIAL. ALTERNATE MATERIALS AND TESTING PROTOCOL MUST BE SUBMITTED TO AND APPROVED BY THE CITY ENGINEER PRIOR TO USE.
10. DETECTABLE MARKING TAPE SHALL BE USED FOR ALL WATER LINES. THE TAPE SHALL BE BLUE, 12" WIDE, 5 MIL. THE TAPE SHALL BE PLACED AT TOP OF BEDDING.
11. IF GROUND WATER IS PRESENT IN THE TRENCH, THE BEDDING MATERIAL SHOULD BE SURROUNDED BY FILTER FABRIC (MIRAFI 140N OR EQUIVALENT) ON ALL SIDES TO PREVENT SOIL INFILTRATION INTO THE BEDDING MATERIAL.

CITY OF HUTTO	CITY OF HUTTO	DRAWING NO. W21
	CONSTRUCTION STANDARDS AND DETAILS	UPDATED: 08/12/2021
	TRENCH AND EMBEDMENT UNDER EXISTING ROADWAY	DRAWN BY: BB
	ENGINEERING & PUBLIC WORKS	SCALE: N.T.S.
		FILE NAME: W21.DWG



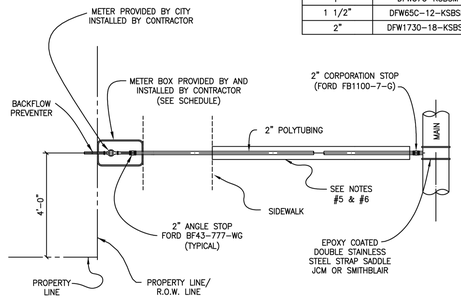
** TYPICAL BEDDING SPECIFICATIONS		
	⅜" F	½"
SIEVE SIZE	% RETAINED	% RETAINED
1/2"	0	0
3/8"	0–2	5–25
4m	40–85	80–100
10m	95–100	96–100
3/4"	–	–

NOTE:
IF GROUND WATER IS PRESENT IN THE TRENCH, THE BEDDING MATERIAL SHOULD BE SURROUNDED BY FILTER FABRIC (MIRAFI 140N OR EQUIVALENT) ON ALL SIDES TO PREVENT SOIL INFILTRATION INTO THE BEDDING MATERIAL.

CITY OF HUTTO	CITY OF HUTTO	DRAWING NO. W22
	CONSTRUCTION STANDARDS AND DETAILS	UPDATED: 08/12/2021
	TRENCH & EMBEDMENT UNDER NON-PAVED AREAS	DRAWN BY: BB
	ENGINEERING & PUBLIC WORKS	SCALE: N.T.S.
		FILE NAME: W22.DWG

Reviewed for Substantial Conformance by City of Hutto
Matt Rector, P.E.
City Engineer
Engineering - City of Hutto
08/29/2024
FOR APPROVAL SEE ENGR

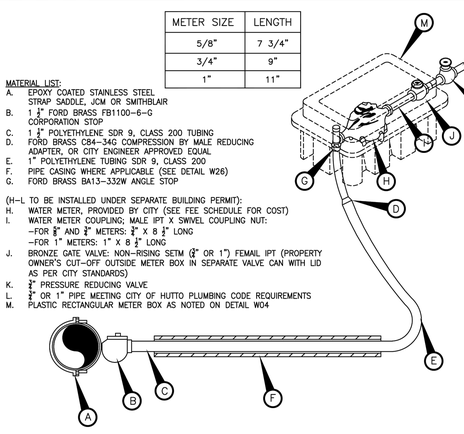
METER BOX SCHEDULE	
METER SIZE	METER BOX*
5/8"	DFW36C–KSBSM
3/4"	DFW36C–KSBSM
1"	DFW37C–KSBSM
1 1/2"	DFW65C–12–KSBSM
2"	DFW1730–18–KSBSM



NOTES:
1. ANGLE STOPS SHALL BE SIZED TO MATCH SERVICE AND METER SIZE
2. 1" ANGLE STOPS WITH ⅜" VALVES SHALL NOT BE PERMITTED
3. MULTIPLE SERVICE/METER INSTALLATIONS OR MORE THAN FOUR METERS PER SERVICE AND SERVICE LINES LARGER THAN 2" IN DIAMETER SHALL BE HANDLED ON AN INDIVIDUAL BASIS
4. 2" ANGLE STOPS SHALL BE PROVIDED WITH BOTH A LOCKING CAP AND METER FLANGE
5. BEDDING MATERIAL PER CONSTRUCTION SPECIFICATIONS
6. CASING REQUIREMENTS FOR SERVICE LINES CROSSING ROADWAYS SEE DETAIL W26
7. ANY VARIATIONS ON FITTING MUST BE APPROVED BY THE CITY ENGINEER
8. ALL SERVICE LINES SHALL BE PLACE PERPENDICULAR TO ROADWAY
9. NON–RESIDENTIAL SERVICE LINES MUST HAVE A BACKFLOW PREVENTER AT THE PROPERTY LINE ON PRIVATE PROPERTY.

CITY OF HUTTO	CITY OF HUTTO	DRAWING NO. W23
	CONSTRUCTION STANDARDS AND DETAILS	UPDATED: 04/01/2019
	COMMERCIAL WATER SERVICE	DRAWN BY: BB
	ENGINEERING & PUBLIC WORKS	SCALE: N.T.S.
		FILE NAME: W23.DWG

METER SIZE	LENGTH
5/8"	7 3/4"
3/4"	9"
1"	11"



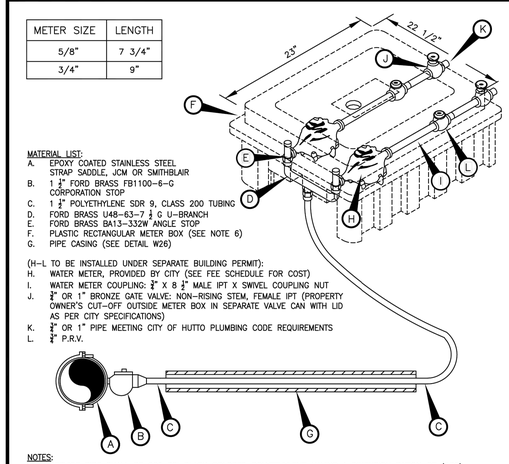
MATERIAL LIST:
A. EPOXY COATED STAINLESS STEEL STRAP SADDLE, JCM OR SMITHBLAIR
B. 1 ¼" FORD BRASS FB1100–6–G CORPORATION STOP
C. 1 ¼" POLYETHYLENE SDR 9, CLASS 200 TUBING
D. FORD BRASS C84–34G COMPRESSION BY MALE REDUCING ADAPTER, OR CITY ENGINEER APPROVED EQUAL
E. 1" POLYETHYLENE TUBING SDR 9, CLASS 200
F. PIPE CASING WHERE APPLICABLE (SEE DETAIL W26)
G. FORD BRASS BA13–332W ANGLE STOP

(H–L TO BE INSTALLED UNDER SEPARATE BUILDING PERMIT):
H. WATER METER, PROVIDED BY CITY (SEE FEE SCHEDULE FOR COST)
I. WATER METER COUPLING; MALE IPT X SWIVEL COUPLING NUT:
–FOR ⅝" AND ¾" METERS: 1" X 8 ½" LONG
–FOR 1" METERS: 1" X 8 ½" LONG
J. BRONZE GATE VALVE: NON–RISING SETM (¾" OR 1") FEMAIL IPT (PROPERTY OWNER'S CUT–OFF OUTSIDE METER BOX IN SEPARATE VALVE CAN WITH LID AS PER CITY STANDARDS)
K. ¾" PRESSURE REDUCING VALVE
L. ¾" OR 1" PIPE MEETING CITY OF HUTTO PLUMBING CODE REQUIREMENTS
M. PLASTIC RECTANGULAR METER BOX AS NOTED ON DETAIL W04

NOTES:
1. SERVICE PIPE SHALL BE 200 PSI BLACK COLORED POLYETHYLENE HAVING A DIMENSION RATION OF (DR9).
2. SERVICE SADDLES SHALL BE WRAPPED COMPLETELY WITH 8 MIL. POLYETHYLENE FILM.
3. TOP OF BOXES SHALL BE 1" ABOVE FINISHED GRADE.
4. PIPING AND TUBING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF HUTTO ENGINEERING MANUAL AND CITY OF HUTTO APPROVED SPECIFICATIONS.
5. METER BOX TO BE MODEL DFW38C–KSBSM BY DFW PLASTICS, INC. OR CITY ENGINEER APPROVED EQUAL. PROVIDE BLACK–PAINTED METAL LID WITH METER READER.
6. AXIS OF METER ASSEMBLY (METER STOP, METER, PIPING AND OWNER'S CUTOFF) SHALL BE TEN INCHES (10") BELOW TOP OF BOX.
7. SLOTS PROVIDED IN METER BOX TO ACCOMMODATE PIPING INTO AND OUT OF BOX SHALL NOT BE MODIFIED.
8. INSERT STIFFENERS AT COMPRESSION FITTINGS SHOULD BE CTS–STAINLESS STEEL 6133–T FITTINGS OR CITY ENGINEER APPROVED EQUAL.
9. ALL PARTS TO BE AS NOTED OR CITY ENGINEER APPROVED EQUAL.

CITY OF HUTTO	CITY OF HUTTO	DRAWING NO. W24
	CONSTRUCTION STANDARDS AND DETAILS	UPDATED: 04/01/2019
	1", 3/4" OR 5/8" SINGLE METER	DRAWN BY: BB
	ENGINEERING & PUBLIC WORKS	SCALE: N.T.S.
		FILE NAME: W24.DWG

METER SIZE	LENGTH
5/8"	7 3/4"
3/4"	9"



MATERIAL LIST:
A. EPOXY COATED STAINLESS STEEL STRAP SADDLE, JCM OR SMITHBLAIR
B. 1 ¼" FORD BRASS FB1100–6–G CORPORATION STOP
C. 1 ¼" POLYETHYLENE SDR 9, CLASS 200 TUBING
D. FORD BRASS U48–63–7 ¾ G U–BRANCH
E. FORD BRASS BA13–332W ANGLE STOP
F. PLASTIC RECTANGULAR METER BOX (SEE NOTE 6)
G. PIPE CASING (SEE DETAIL W26)

(H–L TO BE INSTALLED UNDER SEPARATE BUILDING PERMIT):
H. WATER METER, PROVIDED BY CITY (SEE FEE SCHEDULE FOR COST)
I. WATER METER COUPLING: ¾" X 8 ½" MALE IPT X SWIVEL COUPLING NUT
J. ¾" OR 1" BRONZE GATE VALVE: NON–RISING STEM, FEMALE IPT (PROPERTY OWNER'S CUT–OFF OUTSIDE METER BOX IN SEPARATE VALVE CAN WITH LID AS PER CITY SPECIFICATIONS)
K. ¾" OR 1" PIPE MEETING CITY OF HUTTO PLUMBING CODE REQUIREMENTS
L. ¾" P.R.V.

NOTES:
1. SERVICE PIPE SHALL BE 200 PSI BLACK COLORED POLYETHYLENE HAVING A DIMENSION RATION OF (DR9).
2. SERVICE SADDLES SHALL BE WRAPPED COMPLETELY WITH 8 MIL. POLYETHYLENE FILM.
3. TOP OF BOXES SHALL BE 1" ABOVE FINISHED GRADE.
4. BRANCH CONNECTION AND BOTH ANGLE METER STOPS MUST BE INSTALLED PRIOR TO FIRST METER INSTALLATION EVEN THOUGH SECOND PROPERTY MAY NOT BE READY FOR SERVICE.
5. PIPING AND TUBING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF HUTTO ENGINEERING MANUAL AND CITY OF HUTTO APPROVED SPECIFICATIONS.
6. METER BOX TO BE MODEL DFW38C–14–KSBSM BY DFW PLASTICS, INC. OR CITY ENGINEER APPROVED EQUAL.
7. AXIS OF METER ASSEMBLY (METER STOP, METER, PIPING AND OWNER'S CUTOFF) SHALL BE TEN INCHES (10") BELOW TOP OF BOX.
8. SLOTS PROVIDED IN METER BOX TO ACCOMMODATE PIPING INTO AND OUT OF BOX SHALL NOT BE MODIFIED.
9. INSERT STIFFENERS AT COMPRESSION FITTINGS SHOULD BE CTS–STAINLESS STEEL 6133–T FITTINGS OR CITY ENGINEER APPROVED EQUAL.
10. ALL PARTS TO BE AS NOTED OR CITY ENGINEER APPROVED EQUAL.

CITY OF HUTTO	CITY OF HUTTO	DRAWING NO. W25
	CONSTRUCTION STANDARDS AND DETAILS	UPDATED: 04/01/2019
	3/4" OR 5/8" DOUBLE METER	DRAWN BY: BB
	ENGINEERING & PUBLIC WORKS	SCALE: N.T.S.
		FILE NAME: W25.DWG

							APR
							DATE
RECORD DRAWING							DESCRIPTION
◁	◁	◁	◁	◁	◁		REV

DESIGNED BY: DAZ
REVIEWED BY: TMH
DRAWN BY: DAZ

BGE
BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.browngay.com

GOLA, PHASE II
HUTTO, TEXAS
WATER DETAILS (3 OF 4)

SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED PROFESSIONAL ENGINEER
06/28/2024

SHEET
63 OF 66

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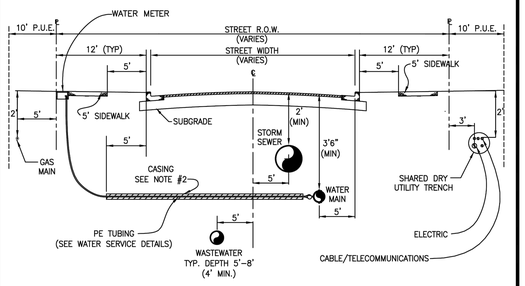
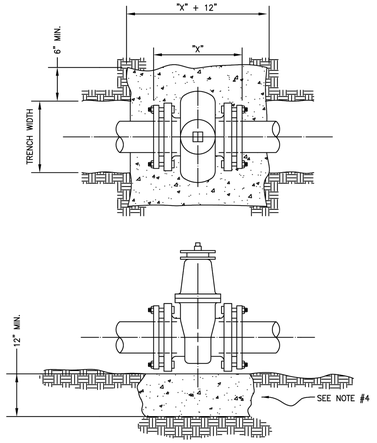


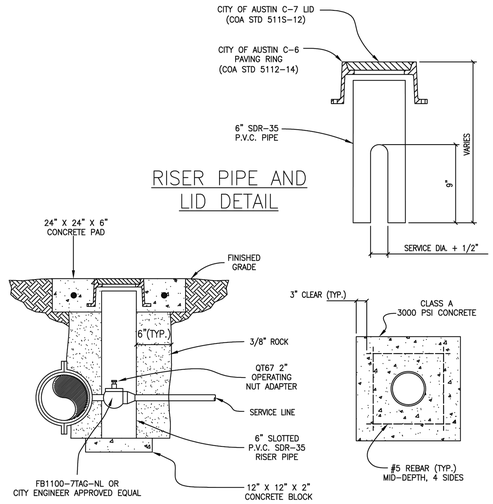
NOTES:
1. REFER TO 'STANDARD INSTALLATION DETAIL FOR ONE OR TWO METERS' FOR SERVICE SPECIFICS.
2. DRY UTILITY MAINS/LONES AND CASINGS FOR DU LINES SHALL BE, AT MINIMUM, TWO FEET (2') BELOW FINISHED GRADE.
3. FOR SERVICE LINES GREATER THAN 1.5" DIAMETER, USE 4" SDR-35 FOR CASING. FOR LINES 1.5" IN DIAMETER OR BELOW, USE 2" SCHEDULE 40 PVC. GALVANIZED CASING PIPE REQUIRED FOR JACK AND BORE. ALL SERVICE LINES TO BE ENCASED PER THIS DETAIL.
4. STORM SEWER SHALL BE A MINIMUM OF ONE FOOT (1') ABOVE WASTEWATER MAINS AND LATERALS.
5. MINIMUM VERTICAL SEPARATION DISTANCE BETWEEN WATER AND WASTE WATER AT CROSSINGS IS TWO FOOT (2').

CITY OF HUTTO	DRAWING NO. W26
CONSTRUCTION STANDARDS AND DETAILS	UPDATED: 02/01/2019
WATER SERVICE CASING	DRAWN BY: BB
ENGINEERING & PUBLIC WORKS	SCALE: N.T.S.
	FILE NAME: W26.DWG



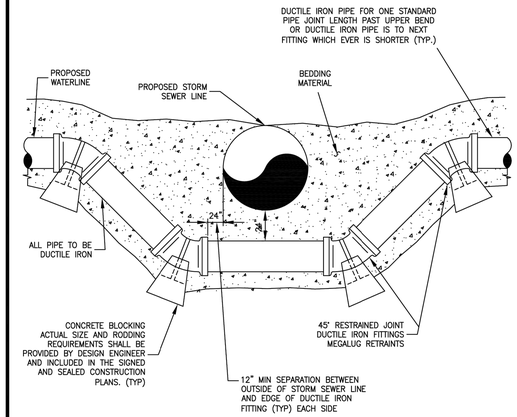
NOTES:
1. THE ENGINEER SHALL PROVIDE DESIGN ON ALL VALVES 12" AND LARGER. VALVES SHALL BE CLOW, KENNEDY, OR AMERICAN FLOW CONTROL.
2. COMPLY WITH REQUIREMENTS OF AWWA C-550, PROTECTIVE EPOXY INTERIOR COATINGS FOR VALVES.
3. CONCRETE VALVE SUPPORT, 2500 PSI CONCRETE.

CITY OF HUTTO	DRAWING NO. W27
CONSTRUCTION STANDARDS AND DETAILS	UPDATED: 04/01/2019
CONCRETE VALVE ANCHOR	DRAWN BY: BB
ENGINEERING & PUBLIC WORKS	SCALE: N.T.S.
	FILE NAME: W27.DWG



NOTES:
1. 1-1/2" AND 2" CORPORATION STOP STOP.
2. PAVING RING AND LID MATERIALS SHALL BE GRAY CAST IRON, ASTM A48, GRADE 30B.
3. FINISH PAVING RING AND LID BY REMOVING FINS AND FLASHING; PAINT WITH BLACK ASPHALT COATING.

CITY OF HUTTO	DRAWING NO. W28
CONSTRUCTION STANDARDS AND DETAILS	UPDATED: 04/01/2019
1-1/2" & 2" CORPORATION STOP RISER	DRAWN BY: BB
ENGINEERING & PUBLIC WORKS	SCALE: N.T.S.
	FILE NAME: W28.DWG



NOTES:
1. ALL DUCTILE IRON PIPE AND FITTINGS SHALL BE WRAPPED WITH MINIMUM 8 MIL POLYETHYLENE (BLACK POLY) AND OPEN ENDS/SEAMS SEALED WITH DUCT TAPE.
2. ALL FITTINGS SHALL HAVE RESTRAINED JOINTS AND BLOCKED WITH CONCRETE BLOCKING.

CITY OF HUTTO	DRAWING NO. W31
CONSTRUCTION STANDARDS AND DETAILS	UPDATED: 04/01/2019
WATER LINE AND STORMSEWER LINE CROSSING - TYPE 1	DRAWN BY: BB
ENGINEERING & PUBLIC WORKS	SCALE: N.T.S.
	FILE NAME: W31.DWG

REV	DESCRIPTION	DATE	APR
	RECORD DRAWING		

DESIGNED BY: DAZ
REVIEWED BY: TMH
DRAWN BY: DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.browngay.com

GOLA, PHASE II
HUTTO, TEXAS

WATER DETAILS (4 OF 4)

SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED PROFESSIONAL ENGINEER
06/28/2024

SHEET
64 OF 66

FOR OFFICIAL USE ONLY
Reviewed for Substantial Conformance by City of Hutto
Matt Reckner, P.E.
City Engineer
Engineering - City of Hutto
08/29/2024

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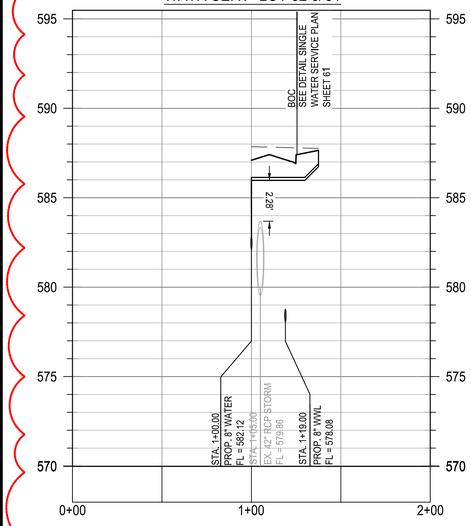
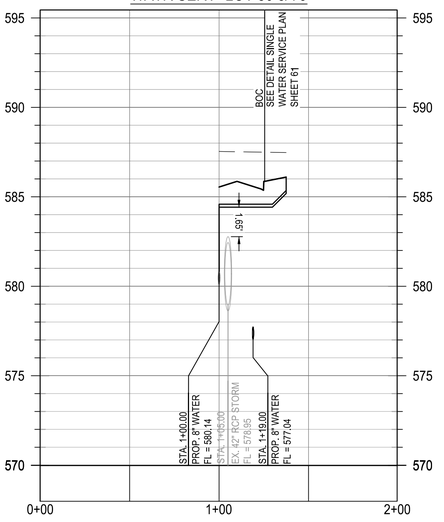
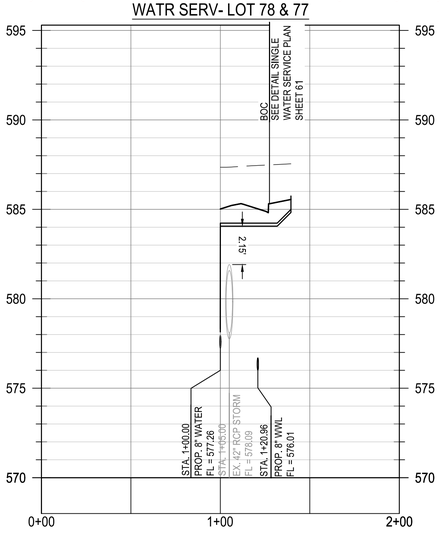
WATR SERV- LOT 82 & 81



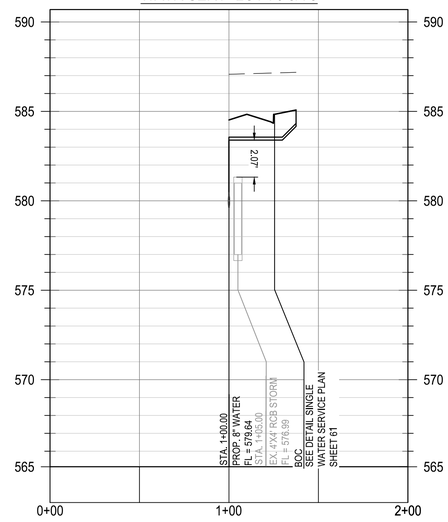
WATR SERV- LOT 80 & 79



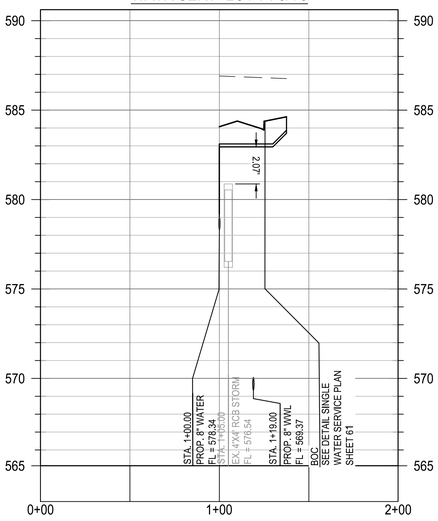
WATR SERV- LOT 78 & 77



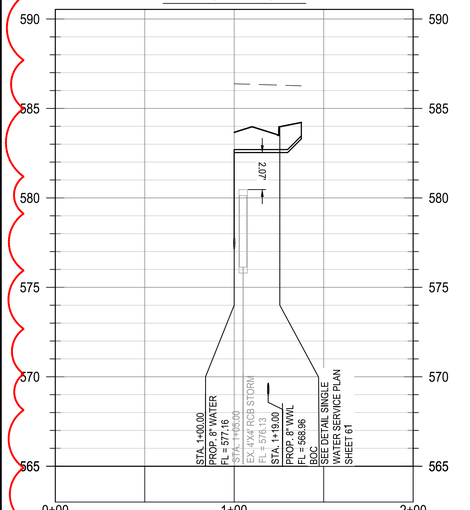
WATR SERV- LOT 76 & 75



WATR SERV- LOT 74 & 73



WATR SERV- LOT 72



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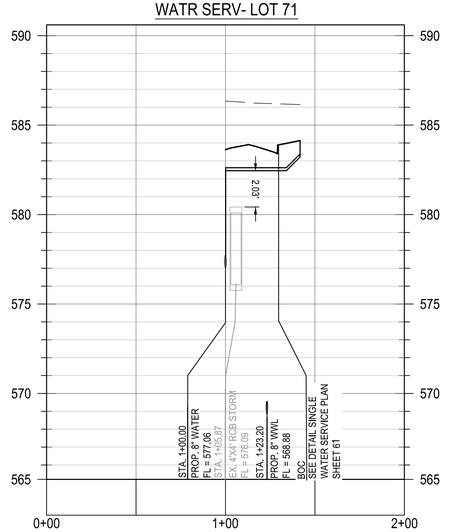

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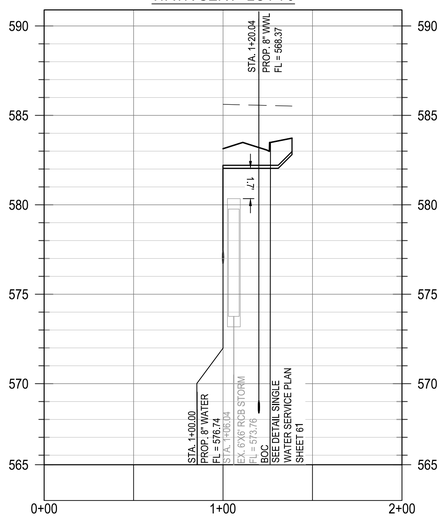
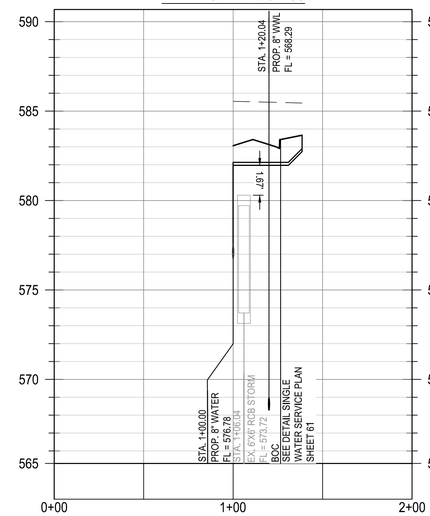
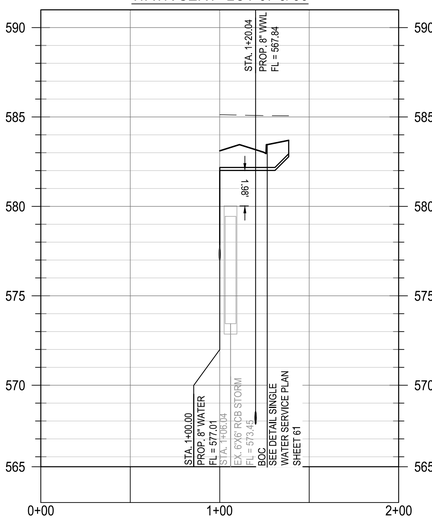


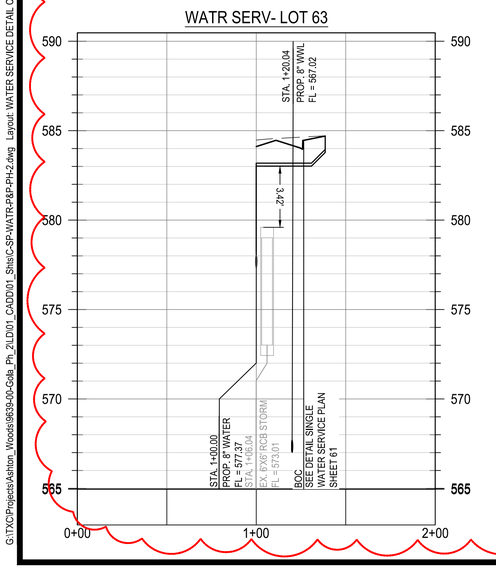
WATR SERV- LOT 68



WATR SERV- LOT 67 & 66



WATR SERV- LOT 63



2

						APR
						DATE
1	TRENCH UPDATE: WW LINE, WW NOTE, & WATR SERVICE ADJUSTMENT				10/09/25	
	RECORD DRAWING					DESCRIPTION
	△	△	△	△	△	REV

DESIGNED BY: DAZ

REVIEWED BY: TMH

DRAWN BY: DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.brwngey.com

GOLA, PHASE II
HUTTO, TEXAS

WATER SERVICE DETAIL CONNECTION

SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
AARON J. NEUMANN
114451
ENGINEER
10/09/2025
09/10/2025

SHEET
65 OF 67

G:\TX\C\Projects\Ashton_Woods\9639-00-Gab_Ph_2\LDV01_CADD\01_Shts\C-SP-WATR-P&P-PH2.dwg, Layout: WATER SERVICE DETAIL CONNECTION Plotted: 9/9/2025 1:23:04 PM

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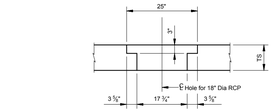
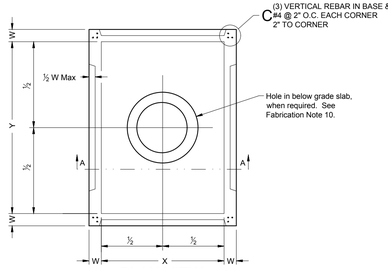
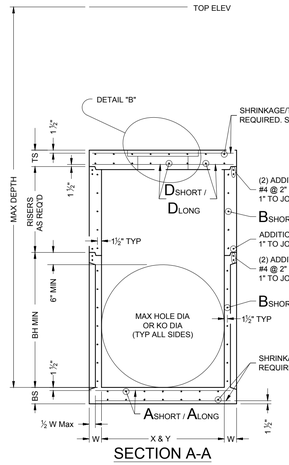
FILE:



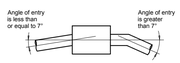
DETAIL "B"



PLAN VIEW



SECTION A-A



PIPE CONNECTION DETAIL

Connect pipes within 7° of normal to PJB wall. If necessary, use pipe elbow or curved approach alignment to stay within this limit.

FABRICATION NOTES:
1. Provide Class "H" concrete in accordance with Item 421 and having a minimum compressive strength of 5,000 psi.
2. Provide Grade 60 reinforcing steel or equivalent area of WWR.
3. Provide typical clear cover of 1 ½" to reinforcing steel at interior or exterior walls.
4. Walls or slabs with a thickness of 8" or greater require shrinkage and temperature reinforcing steel. Provide steel area = 0.11 in²/ft each way.
5. No substitution is allowed for vertical and horizontal #4 bars in corners.
6. Manufacture base and risers to nearest 3" increment.
7. Design tongue and groove joints for full closure on both shoulders. Minimum spigot depth is ½".
8. Provide lifting devices in conformance with Manufacturer's recommendations.
9. See sheet PDD for sizes, dimensions, and reinforcing steel not shown.
10. Provide hole in below grade slab only when PJB is installed with inlet type POD.

INSTALLATION NOTES:
1. Inverts (benching) to be provided by Contractor. Concrete or mortar used for invert is subsidiary to junction box.
2. Seal tongue and groove joints with preformed or bulk mastic in conformance with Manufacturer's recommendations. Tongue and groove joints may be grouted no more than 1" between each section, or ½ the joint depth, whichever is greater.
3. Do not grout rubber gasket joints without Manufacturer's recommendation.
4. For rigid pipe, cut hole in thin wall panel (KO) 4" Max, 2" Min larger than pipe OD.
5. For flexible pipe, consult bootseal Manufacturer's specification for placement tolerance and hole size. Center pipe in hole and install bootseal per Manufacturer's specification.

GENERAL NOTES:
1. Precast Junction Box consists of base slab, base unit, risers (as required), and below grade slab. See sheet PDD for sizes.
2. Designed according to ASTM C913.
3. Payment for junction box is per Item 465 "Junction Boxes, Manholes, and Inlets" by type and size.

Cover dimensions are clear dimensions, unless noted otherwise.

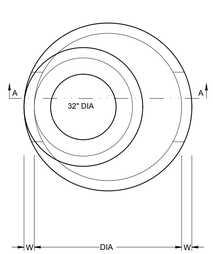
HL93 LOADING

Texas Department of Transportation | Bridge Division Standard

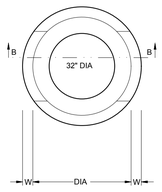
PRECAST JUNCTION BOX

PJB

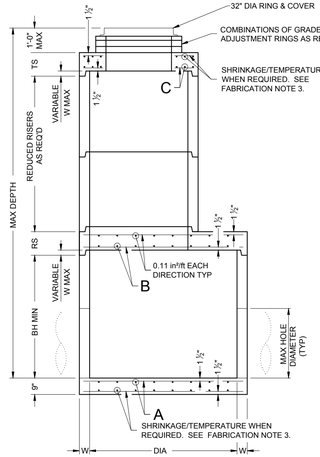
FILE:	preb60.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT	January 2015	CONT	SECT	JOB	HIGHWAY
	REVISIONS	DIST	COUNTY		SHEET NO.



PLAN VIEW "A"

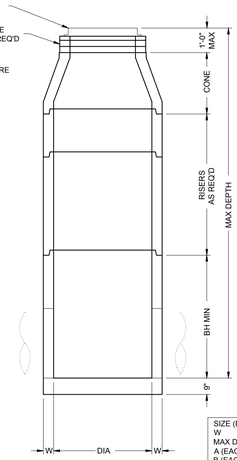


PLAN VIEW "B"



SECTION A-A

ROUND REDUCED RISER OPTION SHOWING FLAT SLAB TOP



SECTION B-B

ROUND RISER OPTION SHOWING CONE

FABRICATION NOTES:
1. Provide Class "H" concrete in accordance with Item 421 and having a minimum compressive strength of 5,000 psi.
2. Provide Grade 60 reinforcing steel or equivalent area of WWR. Provide circumferential reinforcing steel in vertical walls of base, riser and cone in accordance with ASTM C478.
3. Slabs with a thickness of 8" or greater require shrinkage and temperature reinforcing steel. Provide steel area = 0.11 in²/ft each way.
4. Manufacture base and risers to nearest 3" increment
5. Design tongue and groove joints for full closure on both shoulders. Minimum spigot depth is ½".
6. Provide lifting devices in conformance with Manufacturer's recommendations.
7. Provide cast iron solid cover, unless noted otherwise elsewhere in the plans.

INSTALLATION NOTES:
1. Cones may be concentric or eccentric. Reduction cones are acceptable. See Manufacturer for cone dimensions.
2. Inverts (benching) to be provided by Contractor. Concrete or mortar used for invert is subsidiary to this item.
3. Seal tongue and groove joints with preformed or bulk mastic in conformance with Manufacturer's recommendations. Tongue and groove joints may be grouted no more than 1" between each section, or ½ the joint depth, whichever is greater.
4. Do not grout rubber gasket joints without Manufacturer's recommendation.
5. Initial installation of grade adjustment rings is limited to 1'-0" Max as shown.
6. Grade adjustment rings may be increased to 2'-0" Max when future construction affects final grade of structure. Make adjustments greater than 2'-0" with additional risers. Adjustments may be made up to the Max depth shown. Structure must be evaluated if Max depth will be exceeded.

GENERAL NOTES:
1. Designed according to ASTM C478.
2. Payment for manhole is per Item 465, "Junction Boxes, Manholes, and Inlets" by type and size.
3. Pipe OD + placement tolerance must be equal or less than Max hole diameter. For rigid pipe, placement tolerance is 4" Max, 2" Min. For flexible pipe, consult bootseal manufacturer's specification for placement tolerance.

Cover dimensions are clear dimensions, unless noted otherwise.

SIZE (DIA)	48 in	60 in	72 in
W	5 in	6 in	7 in
MAX DEPTH	25 ft	25 ft	25 ft
A (EACH WAY)	0.22 in²/ft	0.30 in²/ft	0.45 in²/ft
B (EACH WAY)	N/A	0.37 in²/ft	0.62 in²/ft
C (EACH WAY)	0.24 in²/ft	0.46 in²/ft	0.46 in²/ft
BH MIN	12 in	36 in	36 in
TS	9 in	9 in	9 in
RS	N/A	9 in	12 in
REDUCED RISER DIA	N/A	48 in	48/60 in
MAX HOLE DIA	32 in	40 in	54 in

HL93 LOADING

Texas Department of Transportation | Bridge Division Standard

PRECAST ROUND MANHOLE

PRM

FILE:	prem60.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT	January 2015	CONT	SECT	JOB	HIGHWAY
	REVISIONS	DIST	COUNTY		SHEET NO.

RECORD DRAWING

	DESCRIPTION	DATE	APR
◁			
◁			
◁			
◁			
◁			
REV			

DESIGNED BY: DAZ
REVIEWED BY: TMH
DRAWN BY: DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.browngay.com

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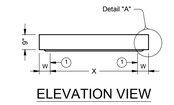
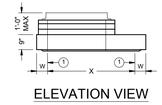
DATE:
FILE:



ELEVATION VIEW



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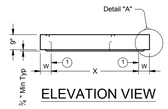

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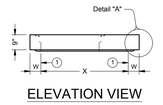

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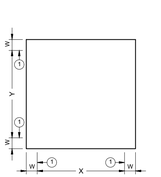
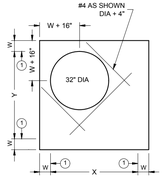
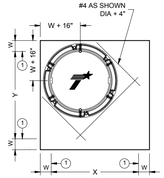


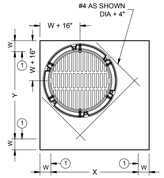
PLAN VIEW
NO OPENINGS
STYLE 'SL'



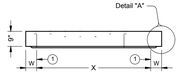
PLAN VIEW
SHIP LOOSE RING & COVER
STYLE 'RH'



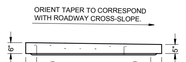
PLAN VIEW
32" DIA CAST-IN RING & COVER
STYLE 'RC'



PLAN VIEW
32" DIA CAST-IN RING & GRATE
STYLE 'RG'



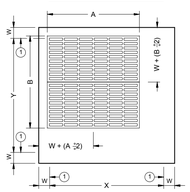
STYLE 'FG'



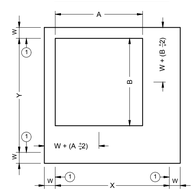
STYLE 'SFG'
ELEVATION VIEW

ELEVATION VIEW

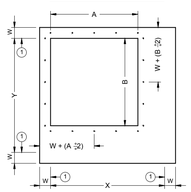
ELEVATION VIEW



PLAN VIEW
CAST-IN FRAME & GRATE
STYLES 'FG' & 'SFG'



PLAN VIEW
SHIP LOOSE FRAME & GRATE
STYLE 'SH'



PLAN VIEW
EXPOSED REBAR
STYLE 'S1'

① Matches inside face of wall of precast base or riser below inlet.

HL93 LOADING SHEET 1 OF 2

Texas Department of Transportation | Bridge Division Standard

PRECAST SLAB LID

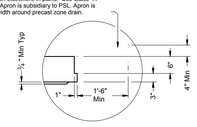
PSL

FILE:	pres60.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT	January 2015	CONT	SECT	JOB	HIGHWAY
	REVISIONS	DIST	COUNTY		SHEET NO.

Short Span Reinf Steel Style	Long Span Reinf Steel Style	Size (X x Y) W	② x B (nominal)	Area	Area
SL		3'x3'	6"	n/a	0.37 in²/ft	0.37 in²/ft
RH,RC,RG,SH,S1,FG		3'x3'	6"	3'x3' or 32" Dia	0.37 in²/ft	0.37 in²/ft
SFG		3'x3'	6"	3'x3'	0.32 in²/ft	0.32 in²/ft
SL		4'x4'	6"	n/a	0.34 in²/ft	0.34 in²/ft
RH,RC,RG,SH,S1,FG		4'x4'	6"	3'x3' or 32" Dia	0.41 in²/ft	0.41 in²/ft
SH,S1,FG		4'x4'	6"	4'x4'	0.41 in²/ft	0.41 in²/ft
SFG		4'x4'	6"	4'x4'	0.32 in²/ft	0.32 in²/ft
SL		3'x5'	6"	n/a	0.39 in²/ft	0.39 in²/ft
RH,RC,RG,SH,S1,FG		3'x5'	6"	3'x3' or 32" Dia	0.48 in²/ft	0.48 in²/ft
SH,S1,FG		3'x5'	6"	3'x5'	0.48 in²/ft	0.48 in²/ft
SFG		4'x5'	6"	3'x5'	0.32 in²/ft	0.32 in²/ft
SL		4'x5'	6"	n/a	0.42 in²/ft	0.42 in²/ft
RH,RC,RG,SH,S1,FG		4'x5'	6"	3'x3' or 32" Dia	0.42 in²/ft	0.42 in²/ft
SH,S1,FG		4'x5'	6"	4'x4'	0.63 in²/ft	0.63 in²/ft
SH,S1,FG		4'x5'	6"	3'x5'	0.66 in²/ft	0.66 in²/ft
SL		5'x5'	6"	n/a	0.36 in²/ft	0.36 in²/ft
RH,RC,RG,SH,S1,FG		5'x5'	6"	3'x3' or 32" Dia	0.43 in²/ft	0.43 in²/ft
SH,S1,FG		5'x5'	6"	4'x4'	0.63 in²/ft	0.63 in²/ft
SH,S1,FG		5'x5'	6"	3'x5'	0.63 in²/ft	0.63 in²/ft
SL		5'x6'	6"/8"	n/a	0.48 in²/ft	0.48 in²/ft
RH,RC,RG,SH,S1,FG		5'x6'	6"/8"	3'x3' or 32" Dia	0.48 in²/ft	0.48 in²/ft
SH,S1,FG		5'x6'	6"/8"	4'x4'	0.60 in²/ft	0.60 in²/ft
SH,S1,FG		5'x6'	6"/8"	3'x5'	0.60 in²/ft	0.60 in²/ft
SL		6'x6'	6"/8"	n/a	0.43 in²/ft	0.43 in²/ft
RH,RC,RG,SH,S1,FG		6'x6'	6"/8"	3'x3' or 32" Dia	0.56 in²/ft	0.56 in²/ft
SH,S1,FG		6'x6'	6"/8"	4'x4'	0.56 in²/ft	0.56 in²/ft
SH,S1,FG		6'x6'	6"/8"	3'x5'	0.59 in²/ft	0.59 in²/ft
SL		8'x8'	8"/10" n/a		0.45 in²/ft	0.45 in²/ft
RH,RC,RG,SH,S1,FG		8'x8'	8"/10" 3'x3' or 32" Dia		0.45 in²/ft	0.45 in²/ft
SH,S1,FG		8'x8'	8"/10" 4'x4'		0.45 in²/ft	0.45 in²/ft
SH,S1,FG		8'x8'	8"/10" 3'x5'		0.45 in²/ft	0.45 in²/ft

② See sheet PDD for corresponding wall thickness (W) of base unit or riser.

Construct cast-in-place reinforced concrete apron, when shown elsewhere in plans. Use Class "A" concrete. Apron is subsidiary to PSL. Apron is 1'-6" Min width around precast zone drain.



DETAIL "A"
(Reinforcing not shown for clarity)
When an apron is to be cast around PSL, use detail above to create an apron ledge on all 4 sides.

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Reviewed for Substantial Conformance by City of Hutto

Matt Rector, P.E.
City Engineer
Engineering - City of Hutto

08/29/2024

FABRICATION NOTES:
1. Locate penetration (Style 'RH'), ring and cover (Style 'RC'), ring and grate (Style 'RG'), and frame and grate (Style 'FG') in a corner. Only one penetration is allowed per slab.
2. Provide Class "H" concrete in accordance with Item 421 and having a minimum compressive strength of 5,000 psi.
3. Provide Grade 60 reinforcing steel or equivalent area of WWR.
4. Provide clear cover of ¾" to reinforcing from lower outside shoulder of slab for structural reinforcement, and 2" from top of slab for shrinkage and temperature reinforcement. Place short span reinforcing closest to surface.
5. Slabs with a thickness of 8" or greater require shrinkage and temperature reinforcing. Provide steel area = 0.11 in²/ft each way.
6. No substitution is allowed for diagonal #4 bars around openings.
7. Design tongue and groove joints for full closure on both shoulders. Minimum spigot depth is ½".
8. Provide lifting devices in conformance with Manufacturer's recommendations.

INSTALLATION NOTES:
1. Precast slab lids are intended for direct traffic and may be placed in roadway.
2. Seal tongue and groove joints with preformed or bulk mastic in conformance with Manufacturer's recommendations. Tongue and groove joints may be grouted no more than 1" between each section, or ¼ the joint depth, whichever is greater.
3. Do not grout rubber gasket joints without Manufacturer's recommendation.
4. Initial installation of grade adjustment rings for Styles 'RH' and 'SH' is limited to 1'-0" Max as shown.
5. Grade adjustment rings for Styles 'RH' and 'SH' may be increased to 2'-0" Max when future construction affects final grade of structure. Make adjustments greater than 2'-0" with additional risers. Adjustments can be made up to Max depth shown on sheet PDD. Structure must be evaluated if Max depth will be exceeded.
6. Orient long dimension of grate slots perpendicular to traffic, unless noted otherwise on plans

GENERAL NOTES:
1. Designed according to ASTM C913.
2. Payment for lid is per Item 465, "Junction Boxes, Manholes, and Inlets" by type, style, size, and opening size (when applicable).

Cover dimensions are clear dimensions, unless noted otherwise.

HL93 LOADING SHEET 2 OF 2

Texas Department of Transportation | Bridge Division Standard

PRECAST SLAB LID

PSL

FILE:	pres60.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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	REVISIONS	DIST	COUNTY		SHEET NO.

GOLA, PHASE II
HUTTO, TEXAS

TXDOT DETAILS (1 OF 2)

SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED PROFESSIONAL ENGINEER
06/28/2024

SHEET
65 OF 66

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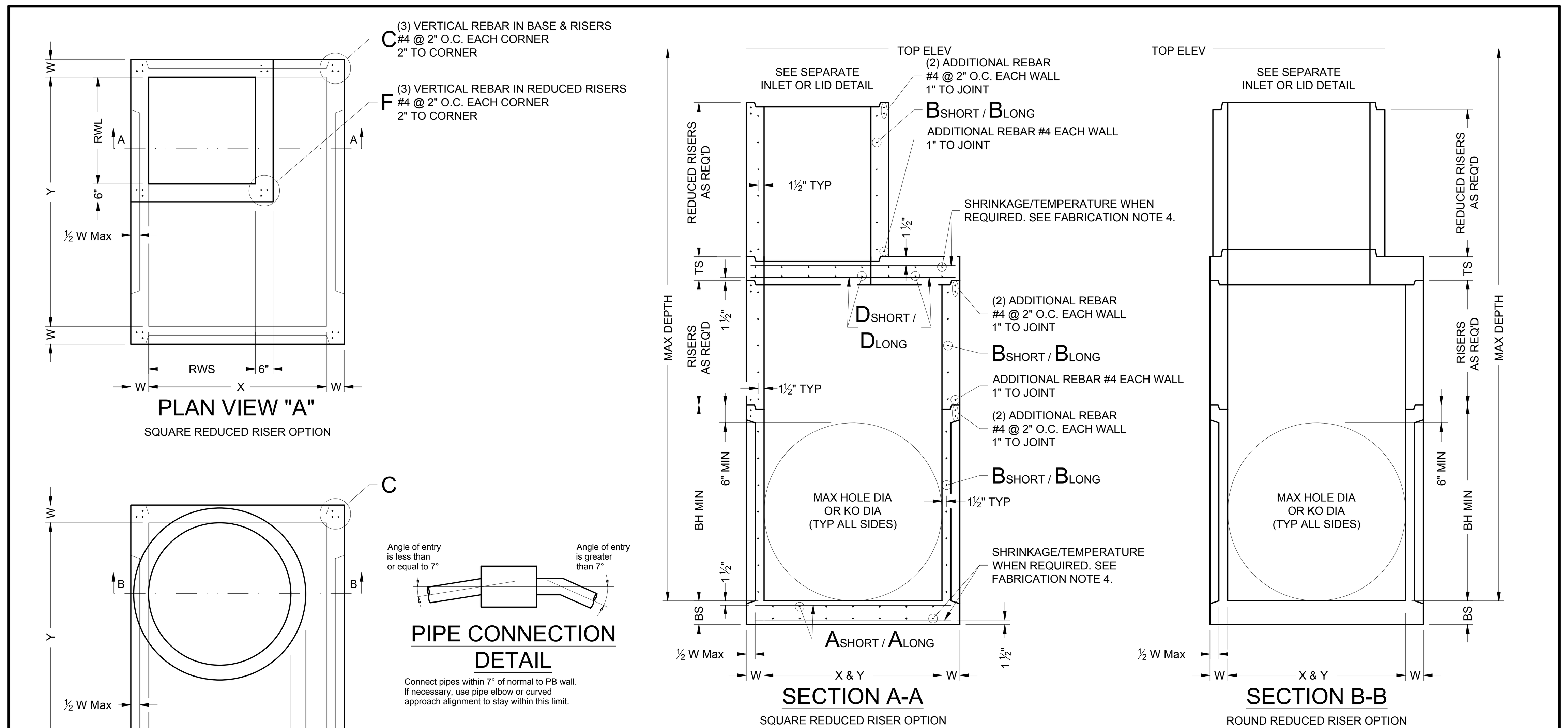

Cover dimensions are clear dimensions, unless noted otherwise.

FABRICATION NOTES:
1. Provide Class "H" concrete in accordance with Item 421 and having a minimum compressive strength of 5,000 psi.
2. Provide Grade 60 reinforcing steel or equivalent area of WWR.
3. Provide typical clear cover of 1 ½" to reinforcing steel at interior or exterior walls.
4. Walls or slabs with a thickness of 8" or greater require shrinkage and temperature reinforcing steel. Provide steel area = 0.11 in²/ft each way.
5. No substitution is allowed for vertical and horizontal #4 bars in corners.
6. Manufacture base and risers to nearest 3" increment.
7. Design tongue and groove joints for full closure on both shoulders. Minimum spigot depth is ¾".
8. Provide lifting devices in conformance with Manufacturer's recommendations.
9. See sheet PDD for sizes, dimensions, and reinforcing steel not shown.

INSTALLATION NOTES:
1. Inverts (benching) to be provided by Contractor. Concrete or mortar used for invert is subsidiary to specified inlet or manhole.
2. Seal tongue and groove joints with preformed or bulk mastic in conformance with Manufacturer's recommendations. Tongue and groove joints may be grouted no more than 1" between each section, or ½ the joint depth, whichever is greater.
3. Do not grout rubber gasket joints without Manufacturer's recommendation.
4. For rigid pipe, cut hole in thin wall panel (KO) 4" Max, 2" Min larger than pipe OD.
5. For flexible pipe, consult boot/seal Manufacturer's specification for placement tolerance and hole size. Center pipe in hole and install boot/seal per Manufacturer's specification.

GENERAL NOTES:
1. Precast Base consists of base slab, base unit, risers (as required), reducing slab (as required), and reduced risers (as required). See sheet PDD for sizes.
2. Designed according to ASTM C913.
3. Payment for precast base is subsidiary to the specified inlet, per Item 465, "Junction Boxes, Manholes, and Inlets."

HL93 LOADING

Texas Department of Transportation — Bridge Division Standard

PRECAST BASE

PB

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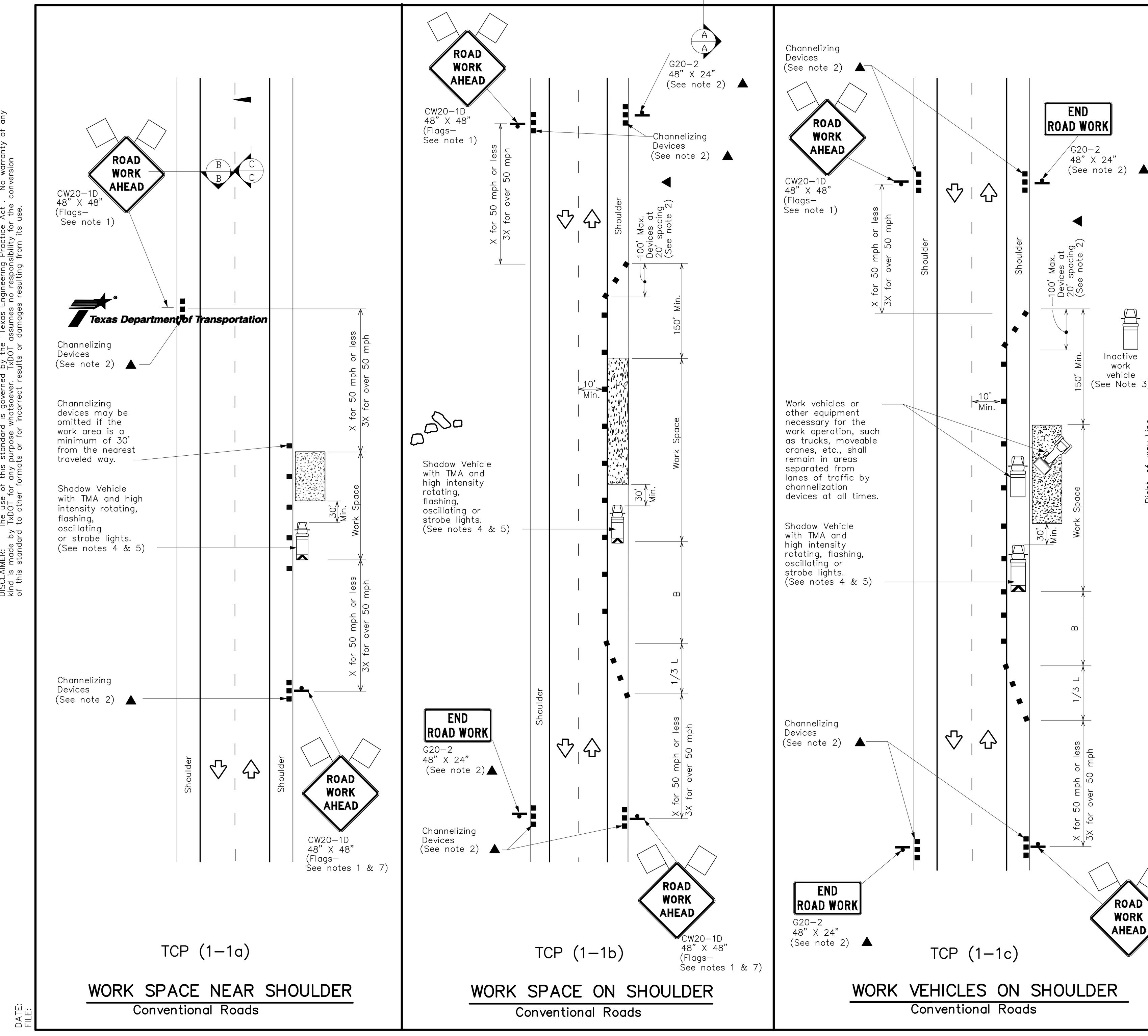
REVISIONS | DIST | COUNTY | SHEET NO.



LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES
1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
6. See TCP(5-1)for shoulder work on divided highways, expressways and freeways.
7. CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation — Traffic Operations Division Standard

TRAFFIC CONTROL PLAN
CONVENTIONAL ROAD
SHOULDER WORK

TCP(1-1)-18

FILE: tcp1-1-18.dgn | DN: | CK: | DW: | CK:
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REVISIONS 2-94 4-98 8-95 2-12 1-97 2-18 | DIST | COUNTY | SHEET NO.
151

	Size	MAX DEPTH = 15 ft. to top of BASE SLAB: Base Slab: Short SpanReinf SteelArea	Long SpanReinf SteelArea	Thickness	Base Unit orRiser Walls: Short SpanReinf SteelArea	Long SpanReinf SteelArea	Thickness	Below Grade Slab (w/PJB)Reducing Slab (w/PB): Reduced Riser Size	Short SpanReinf SteelArea	Long SpanReinf SteelArea	Thickness	MAX DEPTH = 25 ft. to top of BASE SLAB: Base Slab: Short SpanReinf SteelArea	Long SpanReinf SteelArea	Thickness	Base Unit orRiser Walls: Short SpanReinf SteelArea	Long SpanReinf SteelArea	Thickness	Below Grade Slab (w/PJB)Reducing Slab (w/PB): Reduced Riser Size	Short SpanReinf SteelArea	Long SpanReinf SteelArea	Thickness	Min Height (See Gen Note 3)	Max HOLE DIA (See Fab Note 2)	Max KO DIA (See Fab Note 2)
	X x Y	Ashort	Along	BS	Bshort	Blong	W	RWSxRWLor ID	Dshort	Dlong	TS	Ashort	Along	BS	Bshort	Blong	W	RWSxRWLor ID	Dshort	Dlong	TS	BH MIN	HOLE DIA	KO DIA
	ft.	in²/ft	in²/ft	in.	in²/ft	in²/ft	in.	ft. **	in²/ft	in²/ft	in.	in²/ft	in²/ft	in.	in²/ft	in²/ft	in.	ft. **	in²/ft	in²/ft	in.	ft.	in.	in.
Precast Junction Box (PJB)	3x3	0.23	0.23	6	0.19	0.19	6	N/A	0.37	0.37	9	0.29	0.29	6	0.24	0.24	6	N/A	0.37	0.37	9	3.5	36	36
	4x4	0.29	0.29	6	0.24	0.24	6	N/A	0.41	0.41	9	0.47	0.47	6	0.38	0.38	6	N/A	0.41	0.41	9	4.5	48	48
	3x5	0.29	0.18	6	0.19	0.35	6	N/A	0.48	0.48	9	0.39	0.18	6	0.23	0.59	6	N/A	0.48	0.48	9	3.5	36/60	36/60
	4x5	0.36	0.18	6	0.22	0.34	6	N/A	0.42	0.42	9	0.53	0.26	6	0.39	0.59	6	N/A	0.42	0.42	9	4.5	48/60	48/60
	5x5	0.36	0.36	6	0.34	0.34	6	N/A	0.43	0.43	9	0.62	0.62	6	0.59	0.59	6	N/A	0.43	0.43	9	5.5	60	60
	5x6	0.27	0.27	9	0.34	0.45	6	N/A	0.48	0.48	9	0.47	0.45	9	0.38	0.54	8	N/A	0.48	0.48	9	5.5	60/72	60/72
	6x6	0.27	0.27	9	0.45	0.45	6	N/A	0.56	0.56	9	0.52	0.52	9	0.54	0.54	8	N/A	0.56	0.56	9	6.5	72	72
	8x8	0.46	0.46	9	0.51	0.51	8	N/A	0.45	0.45	12	0.87	0.87	9	0.59	0.59	10	N/A	0.45	0.45	12	8.5	96	72
Precast Base (PB)	3x3	0.23	0.23	6	0.19	0.19	6	N/A	N/A	N/A	N/A	0.29	0.29	6	0.24	0.24	6	N/A	N/A	N/A	N/A	3.5	36	36
	4x4	0.29	0.29	6	0.24	0.24	6	N/A	N/A	N/A	N/A	0.47	0.47	6	0.38	0.38	6	N/A	N/A	N/A	N/A	4.5	48	48
	3x5	0.29	0.18	6	0.19	0.35	6	3x3	0.30	0.34	9	0.39	0.18	6	0.23	0.59	6	3x3	0.40	0.40	9	3.5	36/60	36/60
	4x5	0.36	0.18	6	0.22	0.34	6	3x3	0.30	0.30	9	0.53	0.26	6	0.39	0.59	6	3x3	0.46	0.37	9	4.5	48/60	48/60
	4x5	0.36	0.18	6	0.22	0.34	6	4x4	0.30	0.30	9	0.53	0.26	6	0.39	0.59	6	4x4	0.39	0.39	9	4.5	48/60	48/60
	4x5	0.36	0.18	6	0.22	0.34	6	48"	0.39	0.39	9	0.53	0.26	6	0.39	0.59	6	48"	0.47	0.47	9	4.5	48/60	48/60
	4x5	0.36	0.18	6	0.22	0.34	6	3x5	0.33	0.40	9	0.53	0.26	6	0.39	0.59	6	3x5	0.48	0.48	9	4.5	48/60	48/60
	5x5	0.36	0.36	6	0.34	0.34	6	3x3	0.34	0.34	9	0.62	0.62	6	0.59	0.59	6	3x3	0.53	0.53	9	5.5	60	60
	5x5	0.36	0.36	6	0.34	0.34	6	4x4	0.36	0.36	9	0.62	0.62	6	0.59	0.59	6	4x4	0.64	0.64	9	5.5	60	60
	5x5	0.38	0.38	6	0.34	0.34	6	48"	0.36	0.36	9	0.62	0.62	6	0.59	0.59	6	48"	0.64	0.64	9	5.5	60	60
	5x5	0.36	0.36	6	0.34	0.34	6	3x5	0.34	0.40	9	0.62	0.62	6	0.59	0.59	6	3x5	0.53	0.53	9	5.5	60	60
	5x6	0.31	0.31	9	0.34	0.45	6	3x3	0.34	0.34	9	0.47	0.45	9	0.38	0.54	8	3x3	0.61	0.50	9	5.5	60/72	60/72
	5x6	0.27	0.27	9	0.34	0.45	6	4x4	0.36	0.45	9	0.47	0.45	9	0.38	0.54	8	4x4	0.74	0.57	9	5.5	60/72	60/72
	5x6	0.29	0.29	9	0.34	0.45	6	48"	0.36	0.45	9	0.47	0.45	9	0.38	0.54	8	48"	0.74	0.57	9	5.5	60/72	60/72
	5x6	0.29	0.29	9	0.34	0.45	6	3x5	0.45	0.45	9	0.47	0.45	9	0.38	0.54	8	3x5	0.61	0.61	9	5.5	60/72	60/72
	6x6	0.29	0.29	9	0.45	0.45	6	3x3	0.41	0.41	9	0.52	0.52	9	0.54	0.54	8	3x3	0.74	0.74	9	6.5	72	72
	6x6	0.27	0.27	9	0.45	0.45	6	4x4	0.45	0.45	9	0.52	0.52	9	0.54	0.54	8	4x4	0.87	0.87	9	6.5	72	72
	6x6	0.29	0.29	9	0.45	0.45	6	48"	0.45	0.45	9	0.52	0.52	9	0.54	0.54	8	48"	0.87	0.87	9	6.5	72	72
	6x6	0.29	0.29	9	0.45	0.45	6	3x5	0.45	0.45	9	0.52	0.52	9	0.54	0.54	8	3x5	0.87	0.87	9	6.5	72	72
	8x8	0.52	0.52	9	0.51	0.51	8	3x3	0.61	0.61	12	0.91	0.91	9	0.70	0.70	10	3x3	0.85	0.85	12	8.5	96	72
	8x8	0.52	0.52	9	0.51	0.51	8	4x4	0.70	0.70	12	0.87	0.87	9	0.70	0.70	10	4x4	1.01	1.01	12	8.5	96	72
	8x8	0.52	0.52	9	0.51	0.51	8	48"	0.70	0.70	12	0.87	0.87	9	0.70	0.70	10	48"	1.01	1.01	12	8.5	96	72
	8x8	0.52	0.52	9	0.51	0.51	8	3x5	0.70	0.85	12	0.87	0.87	9	0.70	0.70	10	3x5	1.01	1.01	12	8.5	96	72

** Unless otherwise indicated.

FABRICATION NOTES:
1. Maximum spacing of reinforcement is 8".
2. At manufacturer's option, provide cast or cored holes or thin wall panels (KO) to the maximum diameter shown for each. When no penetration is required, it is acceptable to provide a wall with no sectional reduction.

GENERAL NOTES:
1. Precast Junction Box consists of base slab, base unit, risers (as required), and below grade slab. See sheet PJB for details.
2. Precast Base consists of base slab, base unit, risers (as required), reducing slab (as required), and reduced risers (as required). See sheet PB for details.
3. Min Height shown is for stock base units. Use stock base units whenever practical. Smaller height base units can be used in special installation circumstances, when noted elsewhere in the plans. Absolute minimum height of base units is 2'-6".

HL93 LOADING

Texas Department of Transportation — Bridge Division Standard

DESIGN DATA FOR PRECAST BASE AND JUNCTION BOX

PDD

FILE: prestd10.dgn | DN: TxDOT | CK: TxDOT | DW: TxDOT | CK: TxDOT
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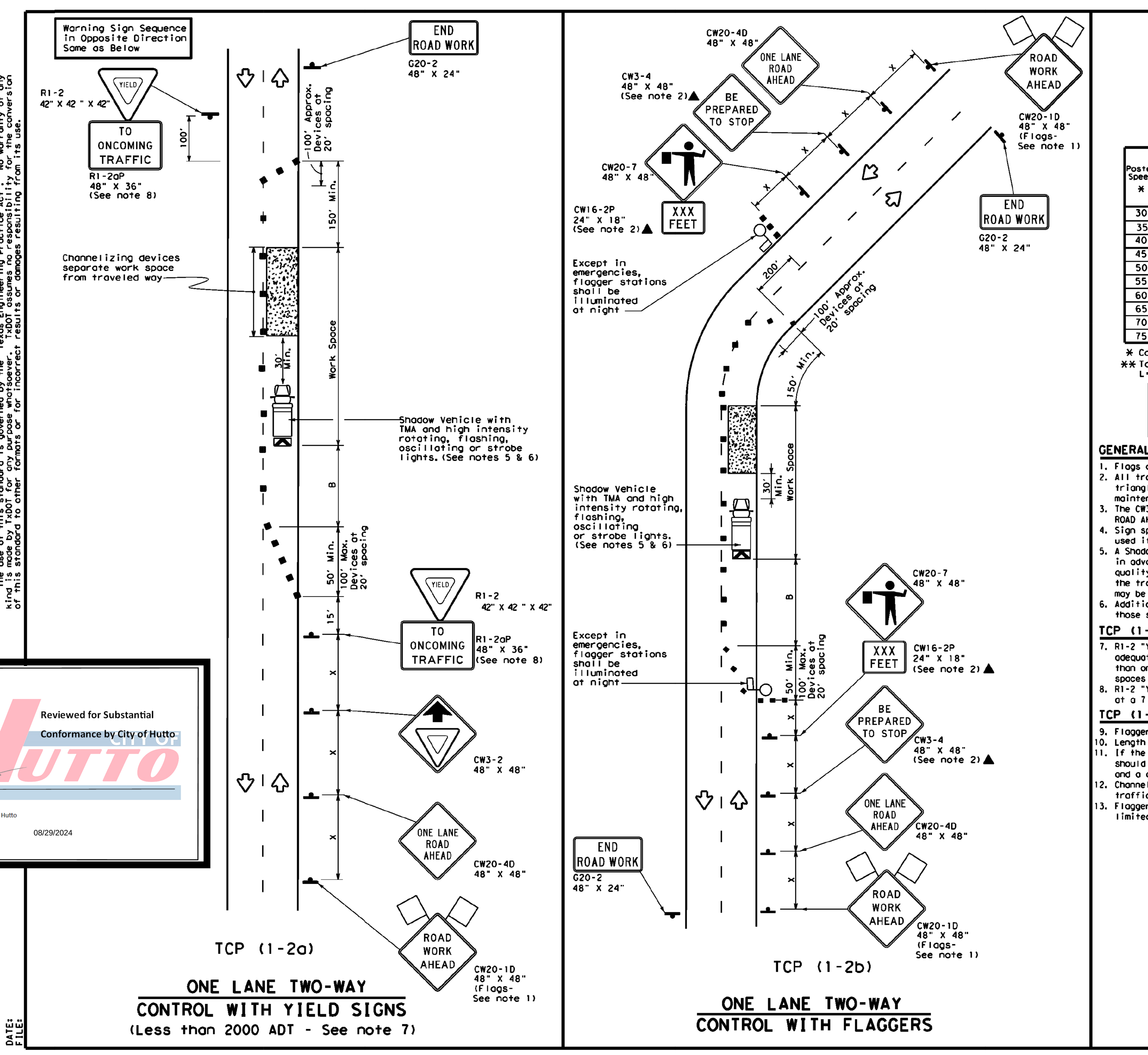
Matt Rector, P.E.
City Engineer
Engineering - City of Hutto
08/29/2024



LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES
1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
4. Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
5. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
6. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)
7. R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
8. R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

TCP (1-2b)
9. Flaggers should use two-way radios or other methods of communication to control traffic.
10. Length of work space should be based on the ability of flaggers to communicate.
11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
12. Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
13. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

Texas Department of Transportation — Traffic Operations Division Standard

TRAFFIC CONTROL PLAN
ONE-LANE TWO-WAY
TRAFFIC CONTROL

TCP(1-2)-18

FILE: tcp1-2-18.dgn | DN: | CK: | DW: | CK:
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REVISIONS 4-90 4-98 2-94 2-12 1-97 2-18 | DIST | COUNTY | SHEET NO.
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APR	DATE	DESCRIPTION	REV
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DESIGNED BY: DAZ
REVIEWED BY: TMH
DRAWN BY: DAZ

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GOLA, PHASE II
HUTTO, TEXAS

TXDOT DETAILS (2 OF 2)

SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED PROFESSIONAL ENGINEER
06/28/2024

SHEET
66 OF 66

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Bala Cynwyd, PA 19004
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Bond No. PB03016801512

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we **DNT Construction, LLC** as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized under the laws of the State of Pennsylvania, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto **City of Hutto, Texas** as Obligee, in the penal sum of **Five Million Four Thousand Three Dollars and 50/100 ($5,004,003.50)** to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with **Starlight Homes Texas LLC** for **Gola Phase II Williamson County, Texas "Paving, Drainage, Water and Wastewater Improvements",** which contract is hereinafter referred to as the "Contract."

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of Two year (s) from date of acceptance of the work performed under the Contract against all defects in workmanship and materials which would have been the responsibility under the Contract for which written notice is made to Surety during said period

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which may become apparent and with respect to which notice is delivered to Surety in writing during the period of Two year (s) from and after date of acceptance of the work under the Contract, then this obligation shall be void, otherwise to remain in full force and effect.

No right of action shall accrue hereunder to or for the benefit of any person or entity other the Obligee named herein, nor shall any suit be filed or action maintained on this bond more than Twenty Five (25) months after the date of the earliest timely notice of defect by Obligee to Surety.

SIGNED, SEALED AND DATED THIS **24th** day of **June 2026.**

DNT Construction, LLC
Principal

By: _____
Dean Tomme, President

Philadelphia Indemnity Insurance Company

By: _____
Logan Mulanax, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Tom Mulanax, Michael Whorton, David Whorton, Raquel Martinez, Rosemarie Mojica, Logan Mulanax and/or Noe Moreno of Whorton Insurance Service** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances, consents of surety and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000 .**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in t

he nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 21ST DAY OF AUGUST 2025.

(Seal)

John Glomb, President & CEO

Philadelphia Indemnity Insurance Company

On this 21st day of August, 2025, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Commonwealth of Pennsylvania - Notary Seal
PAULA LARE - Notary Public
Montgomery County
My Commission Expires October 15, 2026
Commission Number 1193866

residing at: Bala Cynwyd

My commission expires: October 15, 2026

I, Angelique Cooper, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 21st day of August, 2025 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 24th day of June, 2026.

Angelique Cooper, Corporate Secretary

PHILADELPHIA INDEMNITY INSURANCE COMPANY

IMPORTANT NOTICE

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at:

1-877-438-7459

You may also write Philadelphia Indemnity Insurance Company at:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and Director of Surety

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-490-1007
Web: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND: This notice is for information only and does not become a part or condition of the attached document.

ADVISO IMPORTANTE

Para obener informacion o para someter una queja: Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-877-438-7459

Usted tanbien puede escribir a Philadelphia Indemnity Insurance Company:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and Director of Surety

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departmento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-490-1007
Web: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarrse con el departamento (TDI).

UNA ESTE AVISO A SU FIANZA DE GARANTIA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

RONSON
ACCESS SERVICES LLC
PLAN REVIEW • INSPECTION • ASSESSMENT

Ashton Woods
10721 Research Blvd. B-210
Austin, Texas 78759

June 26, 2026

TABS N/A

Architect: Kimley-Horn

Re: Gola Subdivision Phase 2
Gola Subdivision Phase 2
Hutto, Texas 78634

Reviewer: Joshua Ronson, RAS #1596

INSPECTION COMPLETED – NO VIOLATIONS

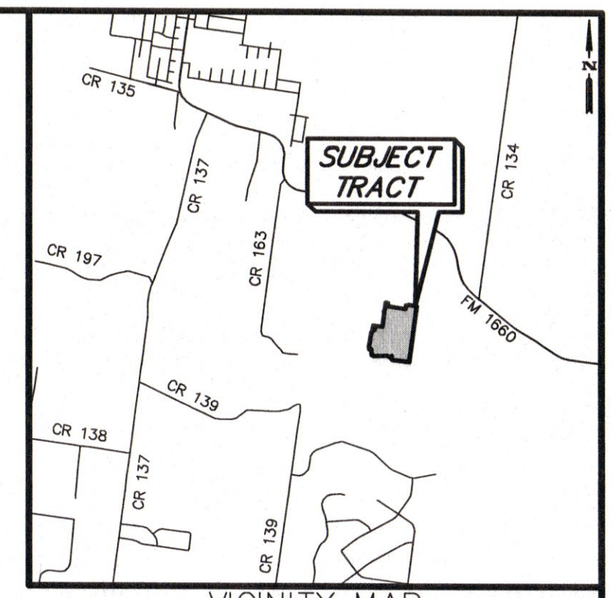
We are pleased to inform you that the referenced project has been inspected and found to be in substantial compliance with provisions of the Public Right of Way Accessibility Regulations (PROWAG). Attached is the exhibit identifying the areas observed to be in compliance.

If you have any questions or need further assistance with the results of the inspection, or the requirements of the Public Right of Way Accessibility Regulations (PROWAG), contact Joshua Ronson at 512.680.6397.

Respectfully,

Joshua Ronson

Enclosures: Site Plan



VICINITY MAP
NOT TO SCALE

BROOKFIELD HOLDINGS (GOLA) LLC
REMAINDER OF A
CALLED 75.978 ACRES
DOCUMENT NO. 2023093776 O.P.R.W.C.

PROPOSED GOLA SUBDIVISION PHASE 1 DOC. NO. 202404962 3 CV O.P.R.W.C.

MATCH LINE

P.O.B.

S 82°11'19" E 229.08'

GG GOLA LIMITED PARTNERSHIP
REMAINDER OF A
CALLED 118.931 ACRES
DOC. NO. 2023074252 O.P.R.W.C.

JAMES HICKMAN SURVEY NO. 24, ABSTRACT NO. 291

CITY OF HUTTO, TEXAS
SPECIAL WARRANTY DEED
CALLED 155.136 ACRE
(EXHIBIT "B")
DOC. NO. 2008034765
O.P.R.W.C.

F.M. 1660
R.O.W. VARIES
VOL. 384 PG. 608 &
VOL 386 PG 411
D.R.W.C

P.O.R.

CITY OF HUTTO, TEXAS
SPECIAL WARRANTY DEED
CALLED 1.000 ACRE
(EXHIBIT "A")
DOCUMENT NO.
2008034765 O.P.R.W.C.

BROOKFIELD HOLDINGS (GOLA) LLC
REMAINDER OF A
CALLED 75.978 ACRES
DOCUMENT NO. 2023093776
O.P.R.W.C.

CITY OF HUTTO, TEXAS
SPECIAL WARRANTY DEED
CALLED 155.136 ACRE
(EXHIBIT "B")
DOCUMENT NO. 2008034765
O.P.R.W.C.

S 08°20'22" W 357.53'

S 04°55'47" W 1,605.85'

S 07°27'42" W 245.74'

PROPOSED GOLA SUBDIVISION PHASE 1 DOC. NO. 202404962 3 CV O.P.R.W.C.

MATCH LINE

P.O.B.

S 07°27'42" W 1,432.46'

S 07°32'52" W 134.50'

CITY OF HUTTO, TEXAS
SPECIAL WARRANTY DEED
CALLED 155.136 ACRE
(EXHIBIT "B")
DOC. NO. 2008034765
O.P.R.W.C.

LCRA TRANSMISSION SERVICES CORPORATION
ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY
DOCUMENT NO. 2010042890 O.P.R.W.C.

1
4.455 AC
O.S.D.

55
1.777 AC
AMENITY CENTER

20' DRAINAGE EASEMENT HEREBY DEDICATED

SEE DETAIL "A" SHEET 2

SEE DETAIL "B" SHEET 2

NORTON CREEK DRIVE 55' R.O.W.

CEDAR FORK ROAD 69' R.O.W.

HAMILTON PARK DR 55' R.O.W.

HAMILTON PARK DR 55' R.O.W.

STONEBROOK DRIVE 55' R.O.W.

HIGHLAND GLEN DRIVE VARIABLE WIDTH R.O.W.

ARLINGTON PARK LOOP 55' R.O.W.

CLAREMONT SKY STREET 55' R.O.W.

STONEBROOK DR 55' R.O.W.

UNSHADED ZONE X

SHADED ZONE X
ZONE AE

RIPARIAN SETBACK

0 100 200 300

STREET NAMES

STREET	R.O.W. WIDTH	CENTERLINE LENGTH
CEDAR FORK ROAD	69 FEET	830 FEET
ARLINGTON PARK LOOP	55 FEET	602 FEET
STONEBROOK DRIVE	55 FEET	1,716 FEET
NORTON CREEK DRIVE	55 FEET	608 FEET
HAMILTON PARK DRIVE	55 FEET	682 FEET
HIGHLAND GLEN DRIVE	VARIABLE	861 FEET
CLAREMONT SKY STREET	55 FEET	746 FEET
TOTAL LINEAR FEET		**6,045 FEET**

LAND USE SCHEDULE

DESCRIPTION	NO.	ACREAGE
RESIDENTIAL	148	19.849 ACRES
RIGHT-OF-WAY	–	7.932 ACRES
OPEN SPACE/DRAINAGE LOT	1	4.455 ACRES
GREENLINK LOT	3	0.160 ACRES
AMENITY CENTER	1	1.777 ACRES
TOTAL	**153**	**34.173 ACRES**

NUMBER OF BLOCKS = 7

LEGEND

DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS, WILLIAMSON COUNTY
ESMT.	EASEMENT
G.L.	GREENLINK LOT
NO.	NUMBER
NOS.	NUMBERS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS, WILLIAMSON COUNTY
O.S.D.	OPEN SPACE/DRAINAGE
PG.	PAGE
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
W.E.	WATER EASEMENT
W.W.E.	WASTE WATER EASEMENT
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP STAMPED "BGE INC"
△	CALCULATED POINT

BEARING BASIS NOTE:

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.0001097659

FINAL PLAT

GOLA SUBDIVISION PHASE 2

A SUBDIVISION OF 34.173 ACRES OF LAND
LOCATED IN THE
JAMES HICKMAN SURVEY NO. 24, ABSTRACT NO. 291
WILLIAMSON COUNTY, TEXAS

DEVELOPER: STARLIGHT HOMES
3820 MANSELL ROAD, SUITE 400
ALPHARETTA, GA 30022

OWNER: GG GOLA LIMITED PARTNERSHIP
~~THOMAS GRIFFITHS~~
~~KATHRYN BORGATTI~~
A DELAWARE LIMITED LIABILITY COMPANY
351 KING STREET EAST, 13TH FLOOR
SUITE 1300
TORONTO, ON M5A-0L6

ENGINEER: BGE, INC.
7330 SAN PEDRO AVE., SUITE 202
SAN ANTONIO, TX 78216

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

Doc# 202509416

ARLINGTON PARK LOOP
CEDAR FORK ROAD
STONEBROOK DR
HIGHLAND GLEN DR
CLAREMONT SKY ST
HAMILTON PARK RD
NORTON CREEK DR
SUNLIGHT LAKE BLVD
HAMILTON PARK LOOP
55 AMENITY
OPEN SPACE
4 - 16 UNIT BOXES
3 - 12 UNIT BOXES
3 - 16 UNIT BOXES
Proposed Benchmark Survey Monument Location
CROSS TRAFFIC DOES NOT STOP
B.W.F.
P.P. STEEL HVE
S 07°27'42" W 3,038.31'

0 30' 60' 120'
SCALE: 1" = 60'

LEGEND

- PROPERTY BOUNDARY
- STREET NAME
- R1-1 30"x30" — PROPOSED STOP SIGN W/ STREET NAME SIGNS
- R2-1 — PROPOSED SPEED LIMIT SIGN
- W11-2 — PROPOSED PEDESTRIAN CROSSING SIGN
- PROPOSED STREET END BARRICADE
- PROPOSED SIGN
- PROPOSED STOP BAR
- PROPOSED BLUE FIRE HYDRANT DELINEATOR
- STREET LIGHT (BY OTHERS)
- IRRIGATION SLEEVE
- 2 - 2' WIDE SOLID WHITE STRIPE CROSSWALK MARKINGS (5' APART)
- CLUSTER BOX PAD LOCATION

NOTES:

1. STREET NAMES SHALL BE DISPLAYED ON STANDARD D3-1 GUIDE SIGNS ERECTED AT EACH STREET INTERSECTION AND HAVE WHITE LETTERS ON A GREEN BACKGROUND IN ACCORDANCE WITH CITY OF HUTTO STANDARDS.
2. ALL SIGNS AND PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC DEVICES (TxMUTCD).
3. PER TxMUTCD REQUIREMENTS, THERE MUST BE A 2' MINIMUM OFFSET BETWEEN THE FACE OF CURB AND THE OUTSIDE EDGE OF SIGNS.
4. BLUE FIRE HYDRANT DELINEATORS TO BE PLACED IN OUTSIDE TRAVEL LANE. 3' FROM LIP OF GUTTER.
5. ALL CHANGES TO THE TRAFFIC CONTROL PLAN MUSH BE APPROVED AND DOCUMENTED BY THE SEALING ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ANY PROPOSED CHANGES TO THE TRAFFIC CONTROL PLAN TO THE ENGINEER FOR APPROVAL.
6. THE LETTERING FOR NAMES OF STREETS ON STREET NAME SIGNS SHALL BE COMPOSED OF A COMBINATION OF LOWER-CASE LETTERS WITH INITIAL UPPER-CASE LETTERS.
7. STOP SIGNS TO BE INSTALLED PER CITY OF HUTTO DETAIL SD-03
8. TYPE III BARRICADES TO THE INSTALLED PER CITY OF GEORGETOWN DETAIL SD22.
9. ALL STOP SIGNS TO BE ACCOMPANIED WITH ADJACENT 24 INCH WHITE STOP BAR.
10. ALL SIGNS AND STRIPING TO BE INSTALLED PER TxMUTCD.
11. ALL STREET LIGHTS ALONG PROPOSED PUBLIC STREETS MUST CONFORM TO LIGHTING REGULATIONS IN HUTTO UDC SECTION 10.409 AND 10.605.9.
12. CONTRACTOR TO COORDINATE WITH OWNER ON THE NUMBER OF MAILBOX UNITS NEEDED AT EACH LOCATION SHOWN.

SIGN TYPE "A" | SIGN TYPE "C" | SIGN TYPE "D"

NO PARKING / FIRE LANE — 18" x 12"

1 RED LETTERING ON A WHITE REFLECTIVE BACKGROUND

* NO PARKING SIGNS TO MEET 2018 IFC D103.6

FOR OFFICIAL USE ONLY
Reviewed for Substantial Conformance by City of Hutto
Matt Rector, P.E.
City Engineer
Engineering - City of Hutto
08/29/2024

	DATE	DESCRIPTION
	APR	
REV		

DESIGNED BY: DAZ
REVIEWED BY: TMH
DRAWN BY: DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.brownge.com

GOLA, PHASE II
HUTTO, TEXAS

OVERALL SIGNAGE PLAN

SUBMITTAL DATE: 11-30-2022

STATE OF TEXAS
STACY MULHOLLAND
146417
LICENSED PROFESSIONAL ENGINEER
08/20/2024

SHEET
51 OF 66

G:\TX\C\Projects\Ashton_Woods\9639-00-Gola_Ph_2\LD\01_CADD\01_Shts\C-SP-SIGN-OVAL-PH-2.dwg Layout: OVERALL SIGNAGE PLAN Plotted: 8/19/2024 3:56:05 PM

Gola PH2 - Punch List Walk

07/06/2026 / Edward Hill

Complete

Score	0 / 10 (0%)	Flagged items	0	Actions	0

Conducted on 07/06/2026 3:25 PM CDT

Photo 1

Photo 2

Photo 3

Photo 4

Photo 5

Photo 6

Photo 7

Photo 8

Photo 9

Prepared by Edward Hill

Inspection

0 / 10 (0%)

Project

Name of project

Who is the Contractor

0°F
Should be between 1°F to 200°F

Weather

Site conditions

Day

Site Visit

Condition of Erosion Controls

Significant event

Nature of Exceptions or defects

Any conversations that needed to be documented

Media summary

Photo 1

Photo 2

Photo 3

Photo 4

Photo 5

Photo 6

Photo 7

Photo 8

Photo 9

FINAL SUBDIVISION / SITE PROJECT CHECKLIST

Date: 6-26-26

Name of Project: _GOLA PH.2_____

Conditional / Final Acceptance Date: _____

Inspector's Name: _____Ed Hill_____ Job Number(s): _____

Note: All spaces need to be initialed by Inspector including N/A.

_____EH1. Project Construction Summary Date Received:____6-26-26_____

___EH 2. Engineer's Concurrence Letter DateReceived:6-_____

EH 3. Maintenance Bond(s) Date Received:6-26-26 _____

__EH 4. Final Cost & Quantities signed & sealed by engineer Date Received:6-26-26 _____

_____EH 5. As-built Reproducible Plans Date Received:6-26-26 _____

(1-24"X36", pdf scan, ACAD Base Map files< Shape File .SHP)

___EH 6. TDLR Inspection Report Received: 6-26-26

_____ EH 7. Test Reports All received: 6-2-26 Manhole Test
_____ WW Low Air Pressure Test / Mandrel Test
_____ TV Test _____ Valve & Hydrant Test
_____ Bacteriological Test _____ Water Pressure Test

___EH_ 8. Punch List Date Completed:__6-27-26_____

__EH___ 9. No. of Lots for Subdivisions _____137 Total Acres in Subdivision. _____

__EH___ 10. Plans showing the location of installed all Dry Utilities. (Electric, Gas and communication lines)

___EH_11. Location and elevation of Benchmark from RPLS Received: 6-26-26

__EH__ 12. Map showing Area being accepted. Received: 6-26-26

____EH_ 13. Affidavit of all bills paid Received 6-26-26

Comments: _____

_____

_____

Please initial: __EH_____ Inspector, __Edward Hill_____Supervisor,

_____

AGENDA ITEM REPORT
8.4.

To:	City Council
Subject:	Consideration and possible action on Ordinance No. O-2026-033 adopting the Second Amendment to the Stromberg Planned Unit Development (PUD) Zoning ordinance adopted by ordinance no. 0-2025-047, by allowing for residential, commercial and industrial uses by adding the First Amended development plan with the additional plan labeled as exhibit "B" with an expiration date of January 1, 2030, for the uses allowed by Exhibit "B". (Legal)
Meeting:	Thursday, August 20, 2026
Department:	Legal /
Staff Contact:	Dottie Palumbo

ITEM SUMMARY:

The ordinance has been revised in accordance with Council action of the August 6. 2026 meeting. All of the uses, residential, commercial and industrial allowed by the PUD have been incorporated into the ordinance along with certificate of occupancy be approved on or before the expiration date of January 1, 2030, for the concept plan, Exhibit "B",

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 Stromberg O-2026-033 8.14.26 Final
2. Stromberg Exhibit A
3. Stromberg Exhibit B

ORDINANCE NO. 0-2026-033

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. 0-2025-047, BY ALLOWING FOR RESIDENTIAL, COMMERCIAL AND INDUSTRIAL USES BY ADDING THE FIRST AMENDED DEVELOPMENT PLAN WITH THE ADDITIONAL PLAN LABELED AS EXHIBIT "B" WITH AN EXPIRATION DATE OF JANUARY 1, 2030 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 denial 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.

SECTION 2: That the Stromberg Planned Unit Development (PUD) is hereby amended for the property described in the **Exhibit "A",** attached hereto and incorporated herein, by allowing for residential, commercial and industrial uses and by allowing an additional Development Plan, attached hereto as **Exhibit "B"** and incorporated herein, provided that the uses allowed pursuant to **Exhibit B** must be completed with a certificate of occupancy on or before January 1, 2030. 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 3: 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 4: 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 5: Repealing Clause -All ordinances and resolutions and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict.

SECTION 6: 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 formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

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

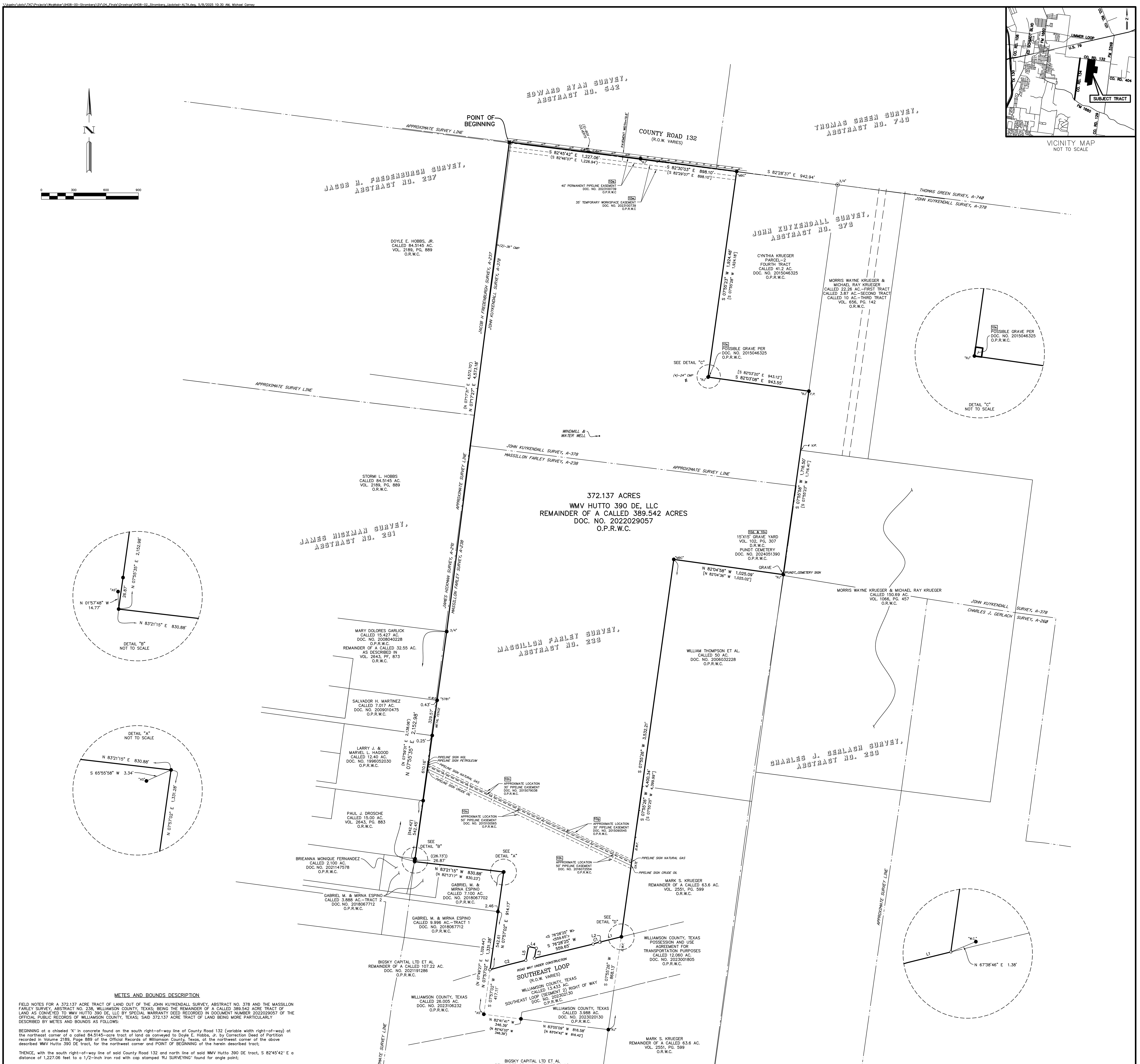
PASSED and **ADOPTED** by the CITY COUNCIL of the CITY OF HUTTO on the 20th day of August, 2026, on a vote of _AYES; ____ NAYS, and ___ ABSTENTIONS.

THE CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Laura Hallmark, City Secretary



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, at 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 southwest corner of the herein described tract, from which a 1/2-inch iron 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. 20250279, 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
	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
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STATE OF TEXAS · REGISTERED · JONATHAN O. NOBLES · 5777 · PROFESSIONAL · LAND SURVEYOR

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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	SHEET 1
TECHNICIAN:	M.G.,M.C	SCALE:	1"=300'	
R.P.L.S.:	J.N.	JOB NUMBER:	9408-02	OF 1
FIELD BOOK NAME:		86		
BASE FILE:	\\bgeinc\data\TXC\Projects\WayMaker\9408-00-Stromberg\SV\04_Finals\Drawings\9408-02_Stromberg_Updated-ALTA.dwg			

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

Table of Contents

A. GENERAL PROVISIONS 4

1. Title 4
2. Applicability of City Ordinances 4
3. Severability 4
4. Amendments to Ordinance 4
5. Definitions 5

B. DEVELOPMENT PLAN AND LAND USES 5

1. Development Scenarios 5
2. Residential Land Use 6
3. Non-Residential Land Use 7
4. Use Descriptions and Standards 7

C. DEVELOPMENT STANDARDS 8

1. Unified Development Code PUD Standard Table 8
2. Prohibited Land Uses 8
3. Dog Park Facility 9
4. Trail System 9
5. Site Design (10.404) 9
   a. Sidewalks (10.403.9) 9
   b. Internal Pedestrian Circulation for Multi-Family Component (10.403.10) 9
   c. Water Bodies and Retention (10.403.14) 10
   d. Parking and Access (10.405) 10
   e. Pedestrian Crossings (10.610.2.4) 10
6. Architectural Design (10.406) 10
   a. Driveway Lengths 10
7. Landscaping (10.407) 11
   a. Street Trees 11
   b. Required Landscaping: MF District 11
   c. Required Landscaping: Non-Residential Districts (B-1, B-2 & LI) 12
   d. Parking Lot and Vehicular Use Screening 12
   e. Materials, Maintenance, and Replacement 13
   f. Irrigation 13

8. Data Center (10.308.13) 13
a. Required Bufferyards 13
b. Conditions 14
c. Utility Substations 14
D. EXHIBITS 15

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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

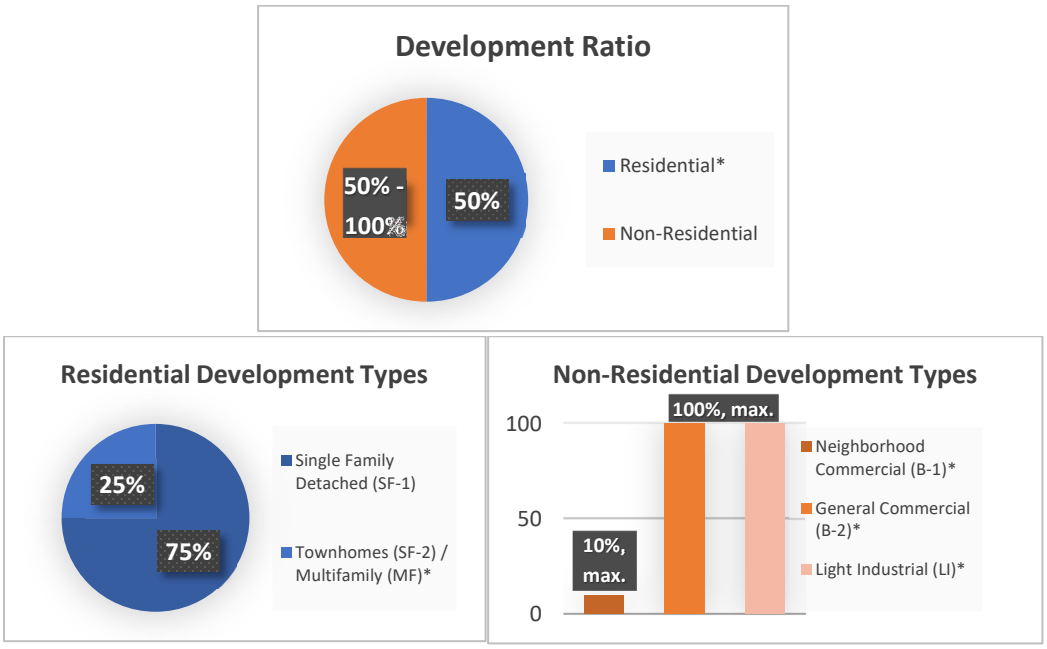
For the purpose of addressing any development regulation or conditions not modified within this PUD, the City of Hutto UDC base zoning districts shall be utilized for development requirements, as indicated in the scenarios presented in Exhibit B: The Stromberg Concept Plan. Exhibit B is conceptual in 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.

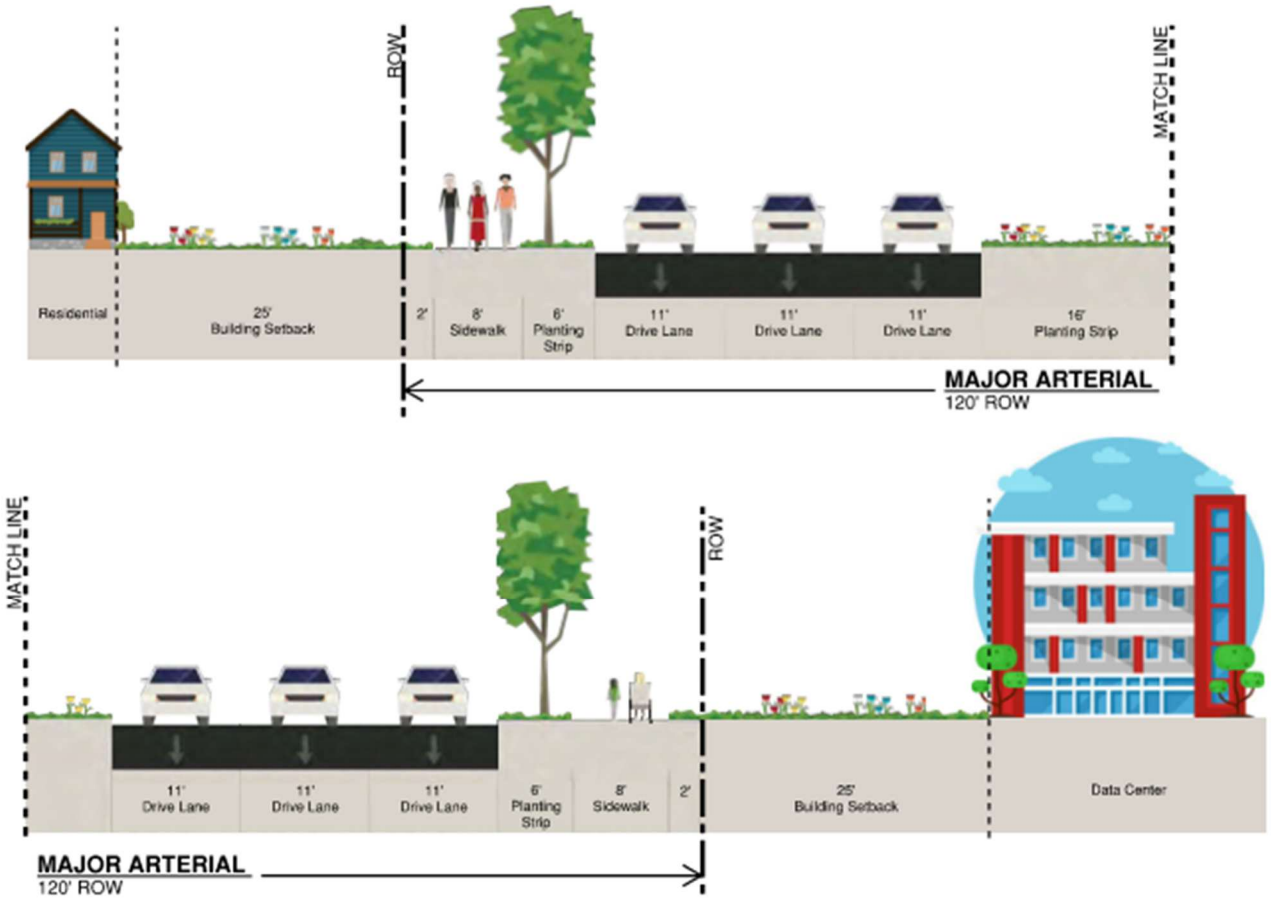
f. Irrigation
   i. Automatic irrigation shall be provided on site in compliance with Section 10.407.7 of the UDC.
   ii. Drip irrigation shall be provided for planting beds only and is not required for the irrigation of trees.

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)

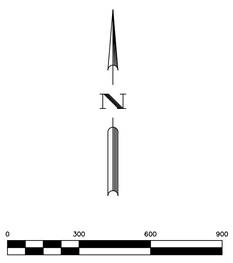
facilities, reciprocating engine generation, fuel cells, battery energy storage systems and/or renewable energy generation facilities.

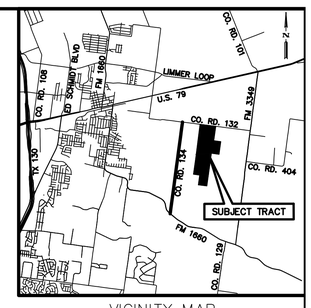
i. Setback: The power plant site within the overall Stromberg project shall be set back a minimum of 300 feet from the property boundary.
ii. Height: Power plants will be allowed a maximum height of 120 feet.
iii. Bufferyard: a 30-foot-wide planting area around the perimeter of the power plant (potentially 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. 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'

[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.

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

(2)-36" CMP

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.

"RJ"

DETAIL "C"
NOT TO SCALE

SEE DETAIL "C"

(4)-24" CMP

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

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

"RJ"

"RJ"

APPROXIMATE SURVEY LINE

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

"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.

4 V.P.

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

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

APPROXIMATE SURVEY LINE

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

"MBC"

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

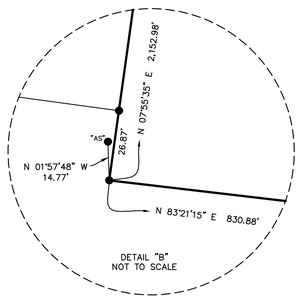
"RJ"

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

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

CHARLES J. GERLACH SURVEY, ABSTRACT NO. 260



DETAIL "B"
NOT TO SCALE

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"

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.

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

N 07°54'41" E 5,438.53'

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

B.W.F.

PIPELINE SIGN NATURAL GAS
PIPELINE SIGN CRUDE OIL

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')

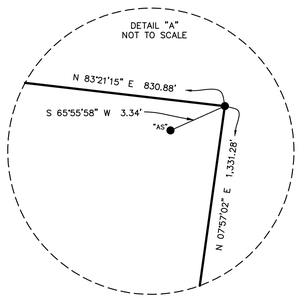
N 83°05'09" W 816.58'
[N 83°04'42" W 816.42']

"RJ"

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

APPROXIMATE SURVEY LINE

APPROXIMATE SURVEY LINE



DETAIL "A"
NOT TO SCALE

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:	\\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.
SINGLE-FAMILY SF-1 45.9 AC.
TOWNHOMES SF-2 4.0 AC.
SINGLE-FAMILY SF-1 57.3 AC.
COMMERCIAL B-2 5.0 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.

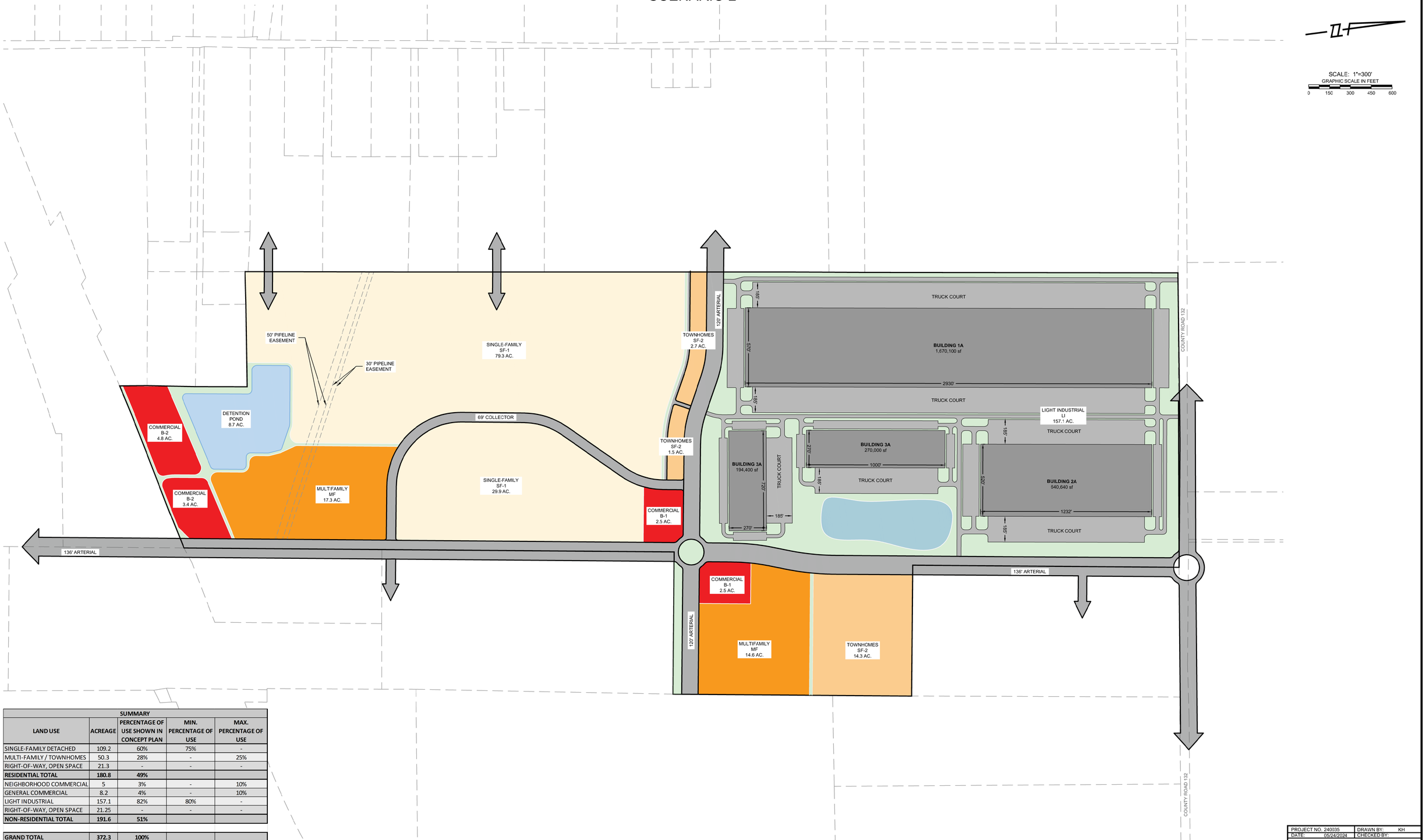
PROJECT NO. XXXX-240035	DRAWN BY: NK
DATE: 02/20/2024	CHECKED BY: KH

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 - JAYWANDA VENTURES LLC\TN\ STROMBERG\SCN\TN\DWG\EXHIBITS\EXHIBITS\20240220 VIX STROMBERG PUD SUBMITTAL\240035-EXHIBIT CONCEPT PLAN.DWG DATE: 11/17/2023 4:09:42 PM BY: NICOLLARD

EXHIBIT B - STROMBERG CONCEPT PLAN

SCENARIO 2



SUMMARY				
LAND USE	ACREAGE	PERCENTAGE OF USE SHOWN IN CONCEPT PLAN	MIN. PERCENTAGE OF USE	MAX. PERCENTAGE OF USE
SINGLE-FAMILY DETACHED	109.2	60%	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%**		

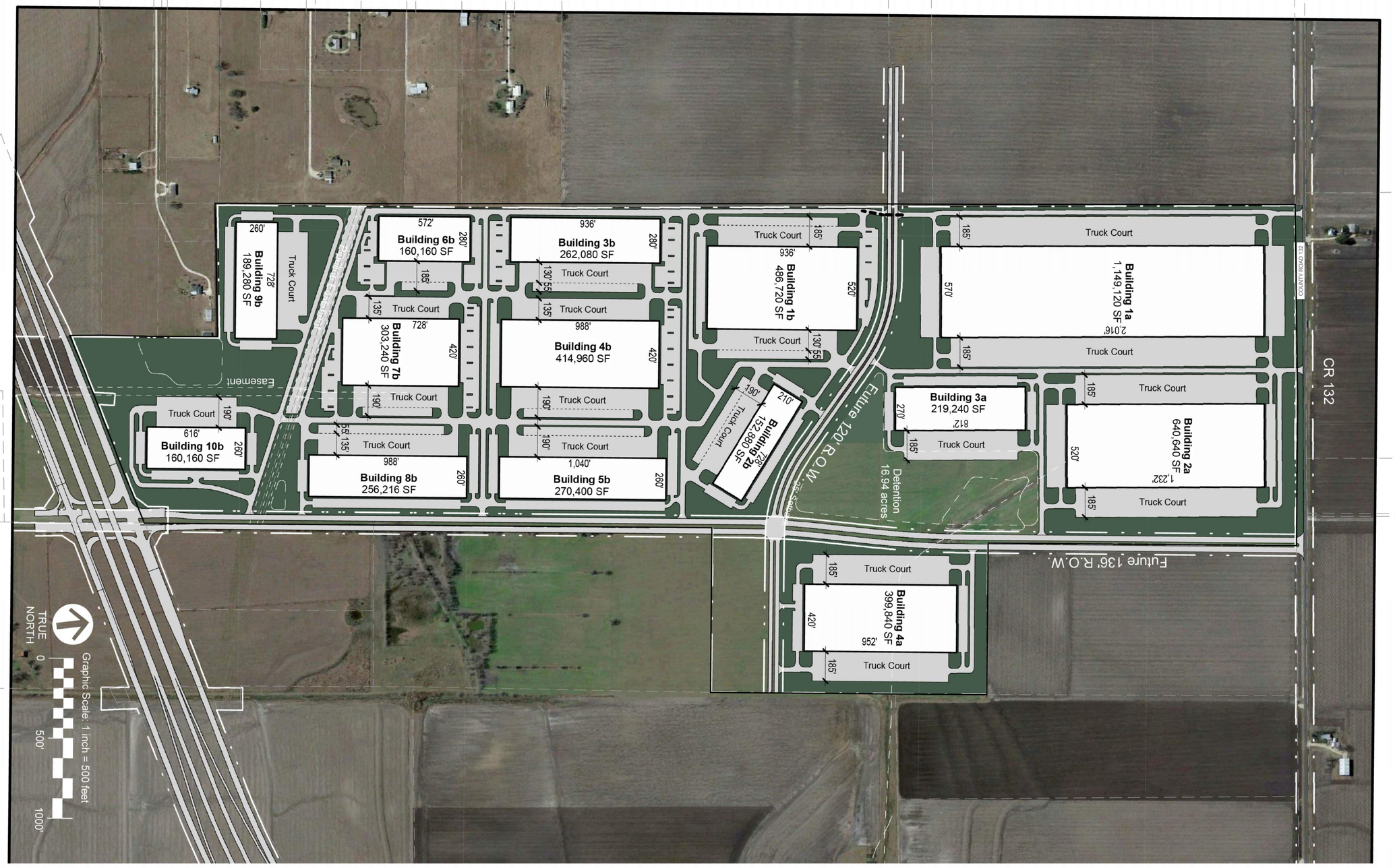
THIS EXHIBIT IS A REPRESENTATIVE, NOT DEFINITIVE, EXAMPLE OF LAND USES COMPLIANT WITH THE STROMBERG PUD SCENARIO 2.

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

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:\PROPOSAL\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

AGENDA ITEM REPORT
8.5.

To:	City Council
Subject:	Consideration and possible action on Ordinance No. O-2026-039 accepting and approving an annual service plan update to the service and assessment plan and updated assessment rolls for the Mustang Creek Public Improvement District. (Christina Bishop)
Meeting:	Thursday, August 20, 2026
Department:	Finance /
Staff Contact:	Christina Bishop

ITEM SUMMARY:

The Mustang Creek Public Improvement District (PID) was created pursuant to the PID Act by Resolution No. R-18-06-07-9C on June 7, 2018, by the governing body of the City to finance certain Authorized Improvements for the benefit of the property in the District. On June 20, 2019, the Governing Body approved Resolution No. R-19-06-20-9A amending the resolution authorizing and creating the Mustang Creek Public Improvement District, amending the boundary of the PID to a total of 153.34 acres. On September 5, 2019, the Governing Body approved the Levying Service and Assessment Plan (SAP) for the PID by adopting Ordinance No. O-19-09-05-10H which approved the levy of Special Assessments for Assessed Property within the PID and approved the Assessment Roll.

In accordance with Chapter 372 of the Texas Local Government Code, City Council is required to annually review and approve an updated Service and Assessment Plan (SAP). The Service and Assessment Plan serves as the governing document for the district by identifying the authorized public improvements, outlining the financing structure, and establishing the methodology used to levy special assessments against benefited property. The SAP also provides the annual assessment roll, which identifies the assessments to be levied on each property within the district for the upcoming fiscal year.

Each year, the SAP is updated to reflect changes that have occurred within the district, including property development, subdivision activity, parcel ownership, assessment prepayments, bond principal reductions, administrative costs, and any other adjustments necessary to accurately calculate annual assessments. These annual updates ensure that assessments remain consistent with the adopted financing plan, bond obligations, and applicable state law.

Approval of the updated Service and Assessment Plan authorizes the annual assessment roll for the Mustang Creek Public Improvement District. Assessments are included on the annual property tax

bill for each property in the district, and are collected by the County assessor’s office for distribution to the City and its trustee.

FISCAL NOTES:

No fiscal impact.

ATTACHMENTS:

1. Hutto Mustang Creek_2026 SAP Update_Ordinance
2. 2026-07-29_HUT_Mustang Creek_2026 SAP Update

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS ACCEPTING AND APPROVING AN ANNUAL SERVICE PLAN UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND UPDATED ASSESSMENT ROLLS FOR THE MUSTANG CREEK PUBLIC IMPROVEMENT DISTRICT; MAKING AND ADOPTING FINDINGS; PROVIDING A CUMULATIVE REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on June 7, 2018, after due notice, the City Council (the "City Council") of the City of Hutto (the "City") held a public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Section 372.009 of the PID Act and on June 7, 2018 made the findings required by Section 372.009(b) of the PID Act and, by a resolution (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created the Mustang Creek Public Improvement District (the "District") in accordance with its finding as to the advisability of the improvement projects and services; and

WHEREAS, the City Council convened the hearing on June 20, 2019, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and each proposed Assessment, and to offer testimony pertinent to any issue presented on the amount of the Assessment, the allocation of the costs of the Authorized Improvements, the purposes of the Assessment, the special benefits of the Assessment, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, on September 5, 2019, the City Council adopted Ordinance No. O-2019-09-0510H accepting and approving the Service and Assessment Plan and Assessment Roll for the Authorized Improvements for the District; making a finding of special benefit to certain property in the corporate limits of the City; levying Assessments against certain property within the corporate limits of the City and establishing a lien on such property; providing for payment of the Assessment in accordance with Chapter 372, Texas Local Government Code, as amended; providing for the method of Assessment and the payment of the Assessment; providing penalties and interest on delinquent Assessments; providing for severability and providing an effective date; and

WHEREAS, pursuant to the PID Act and to the terms of the Service and Assessment Plan, the City Council is required to annually update the Service and Assessment Plan, including the Assessment Rolls (each an "Annual Service Plan

Update"); and

WHEREAS, on October 1, 2020, the City Council approved the 2020 Annual Service Plan Update for the District by Ordinance No. 2020-034, which updated the Assessment Roll for 2020.

WHEREAS, on September 2, 2021, the City Council approved the 2021 Annual Service Plan Update for the District by Ordinance No. 2021-052, which updated the Assessment Roll for 2021.

WHEREAS, on August 18, 2022, the City Council approved the 2022 Annual Service Plan Update for the District by Ordinance No. 2022-035, which updated the Assessment Roll for 2022.

WHEREAS, on August 3, 2023, the City Council approved the 2023 Annual Service Plan Update for the District by Ordinance No. 2023-042, which updated the Assessment Roll for 2023.

WHEREAS, on August 15, 2024, the City Council approved the 2024 Annual Service Plan Update for the District by Ordinance No. 2024-049, which updated the Assessment Roll for 2024.

WHEREAS, on September 18, 2025, the City Council approved the 2025 Annual Service Plan Update for the District by Ordinance No. 2025-039, which updated the Assessment Roll for 2025.

WHEREAS, pursuant to the PID Act and to the terms of the Service and Assessment Plan, the City Council now wishes to adopt an ordinance accepting and approving the Annual Service Plan Update to the Service and Assessment Plan for 2026, in the form attached hereto as Exhibit A; and

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

SECTION 1. **Terms.** Terms not otherwise defined herein are defined in the Service and Assessment Plan.

SECTION 2. Findings. The findings and determinations set forth in the preamble above are incorporated herein for all purposes and are hereby adopted.

SECTION 3. Annual Service Plan Update to the Service and Assessment Plan. The "Mustang Creek Public Improvement District 2026 Annual Service Plan Update", attached hereto as Exhibit A, is accepted and approved pursuant to the PID Act. The Mayor, City Secretary, and any other appropriate officials of the City are hereby authorized to take all necessary actions on behalf of the City to implement the provisions thereof in accordance therewith, including the filing of the Assessment Rolls with the Williamson County Tax Assessor/Collector.

SECTION 4. Filing in the Real Property Records. In accordance with Section 372.013(e) of the PID Act, the City Secretary is directed to cause a copy of this Ordinance, including the Annual Service Plan Update to the Service and Assessment Plan for 2026, to be filed with the County Clerk of Williamson County to be recorded in the real property records of Williamson County, not later than the seventh day after the date the City Council adopts this Ordinance approving the Annual Service Plan Update to the Service and Assessment Plan for 2026.

SECTION 5. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 6. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 7. Cumulative Repealer. This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim, or lawsuit which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 8. Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances.

SECTION 9. Adoption. 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 10. Publication Clause. The City Secretary 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 11. 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.

SECTION 12. Proper Notice & Meeting: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, TEXAS, on the 20th day of August 2026, on a vote of ___ AYES to ____ NAYS; ____ ABSTENTIONS.

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CITY OF HUTTO, TEXAS

_____

Mike Snyder, Mayor

ATTEST:

_____

Laura Hallmark, City Secretary

Exhibit A

Durango Farms Public Improvement District 2026 Annual Service Plan Update

MUSTANG CREEK PUBLIC IMPROVEMENT DISTRICT

2026 ANNUAL SERVICE PLAN UPDATE

AUGUST 20, 2026

INTRODUCTION

Capitalized terms used in this 2026 Annual Service Plan Update shall have the meanings set forth in the 2019 Service and Assessment Plan (the "Levying SAP"), used for the levying of Special Assessments.

The District was created pursuant to the PID Act by Resolution No. R-18-06-07-9C on June 7, 2018, by the governing body of the City (the "Governing Body") to finance certain Authorized Improvements for the benefit of the property in the District.

On June 20, 2019, the Governing Body approved Resolution No. R-19-06-20-9A amending the resolution authorizing and creating the Mustang Creek Public Improvement District, amending the boundary of the PID to a total of 153.34 acres.

On September 5, 2019, the Governing Body approved the Levying SAP for the PID by adopting Ordinance No. O-19-09-05-10H which approved the levy of Special Assessments for Assessed Property within the PID and approved the Assessment Roll.

On October 1, 2020, the Governing Body approved the 2020 Annual Service Plan Update for the PID by Ordinance No. O-2020-034, which updated the Assessment Roll for 2020.

On September 2, 2021, the Governing Body approved the 2021 Annual Service Plan Update for the PID by Ordinance No. O-2021-052, which updated the Assessment Roll for 2021.

On August 18, 2022, the Governing Body approved the 2022 Annual Service Plan Update for the PID by Ordinance No. 2022-035, which updated the Assessment Roll for 2022.

On August 3, 2023, the Governing Body approved the 2023 Annual Service Plan Update for the PID by adopting Ordinance No. O-2023-042, which updated the Assessment Roll for 2023.

On August 15, 2024, the Governing Body approved the 2024 Annual Service Plan Update for the PID by adopting Ordinance No. O-2024-049, which updated the Assessment Roll for 2024.

On September 18, 2025, the Governing Body approved the 2025 Annual Service Plan Update for the PID by adopting Ordinance No. O-2025-039, which updated the Assessment Roll for 2025.

The Levying SAP identified the Authorized Improvements to be constructed for the benefit of the Assessed Property within the PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements. Pursuant to PID Act, the Levying SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2026.

The Governing Body also adopted an Assessment Roll identifying the Special Assessments on each Lot within the PID, based on the method of assessment identified in the Levying SAP. This 2026 Annual Service Plan Update also updates the Assessment Roll for 2026.

PARCEL SUBDIVISION

Improvement Area #1

- The final plat of Mustang Creek Phase 1 was filed and recorded with the County as document number 2020111349 on September 17, 2020.
- The final plat of Mustang Creek Phase 2 was filed and recorded with the County as document number 2020134910 on October 30, 2020.
- The final plat of Mustang Creek Phase 3 was filed and recorded with the County as document number 2020137309 on November 4, 2020.
- The final plat of Mustang Creek Phase 4 was filed and recorded with the County as document number 2021137021 on September 8, 2021.
- The final plat of Mustang Creek Phase 5 was filed and recorded with the County as document number 2021141183 on September 16, 2021.

LOT AND HOME SALES

Current ownership within the District is based on information provided by the Developer and available information and is subject to change as development occurs and property is conveyed. Updated ownership and development information for Assessments securing PID Bonds may be available through continuing disclosure filings accessible via the SEC's EMMA by searching for the District. For Assessments securing reimbursement obligations to the Developer, the summary of current ownership within the property securing such Assessment is based on information provided by the Developer and other publicly available records.

AUTHORIZED IMPROVEMENTS

A summary of the Authorized Improvements, including the estimated costs of the Authorized Improvements and allocation of such costs, is provided in the Levying SAP. The Authorized Improvements and estimated costs as described in the Levying SAP are for Assessment purposes and do not represent a guarantee of construction timing or Actual Costs.

Information regarding the status of Authorized Improvements, including construction progress, estimated completion timing, and budget information, is based on information provided by the Developer and other available project information at the time such information is compiled. Such information may be updated from time to time.

OUTSTANDING ASSESSMENT

Improvement Area #1

Improvement Area #1 has an outstanding Assessment of $8,617,003.71.

Information for Assessments securing PID Bonds may be available through continuing disclosure filings accessible via EMMA website by searching for the District. For Assessments securing reimbursement obligations to the Developer, the summary of current construction status within the property securing such Assessment is based on information provided by the Developer and other publicly available records.

ANNUAL INSTALLMENT DUE 1/31/2027

Improvement Area #1

- ***Principal and Interest*** – The total principal and interest required for the Annual Installment is shown below.

Mustang Creek PID	
Due January 31, 2027	
Principal	$133,329.00
Interest	$529,125.39
Administrative Expenses	$ 40,929.87
Total Annual Installment	**$703,384.26**

- ***Administrative Expenses*** – The cost of administering the District shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Administrative Expenses budgeted for the Annual Installment for Improvement Area #1 are shown below.

Administrative Expenses Breakdown	
PID Administrator	$ 33,784.87
City Auditor	2,500.00
Filing Fees	1,000.00
County Collection	1,000.00
P3Works Developer/Issue CDA Review	2,645.00
Collection Cost Maintenance Balance	10,000.00
Less CCMB Credit from Prior Years	(10,000.00)
Total Administrative Expenses	**$ 40,929.87**

PREPAYMENT OF ASSESSMENTS

Information regarding any full or partial Prepayments of the Assessments is reflected in the corresponding Assessment Roll.

SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the Authorized Improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years, and is included below:

Annual Installments Due		1/31/2027	1/31/2028	1/31/2029	1/31/2030	1/31/2031
Principal		$133,329.00	$138,267.11	$148,143.33	$158,019.55	$162,957.66
Interest		529,125.39	520,995.66	512,564.82	503,531.77	493,896.53
	(1)	$662,454.39	$659,262.77	$660,708.15	$661,551.32	$656,854.19
Administrative Expenses	(2)	$ 40,929.87	$ 41,748.47	$ 42,583.44	$ 43,435.11	$ 44,303.81
Total Annual Installment	**(3) = (1) + (2)**	**$703,384.26**	**$701,011.23**	**$703,291.59**	**$704,986.43**	**$701,158.00**

ASSESSMENT ROLL

The list of current Parcels or Lots within the District, the corresponding total Assessments, and current Annual Installment are shown on the corresponding Assessment Roll attached hereto as **Exhibit A**. The Annual Installment due on each Parcel or Lot may be updated to reflect prepayments and/or redemptions paid prior to the Annual Installment being billed to the owner of the Parcel or Lot. The Parcels or Lots of Assessed Property shown on the corresponding Assessment Roll will receive the bills for the 2026 Annual Installments which will be delinquent if not paid by January 31, 2027. The Parcel IDs shown within an Assessment Roll are subject to change based on the final certified rolls provided by the County prior to billing.

ADDITIONAL INFORMATION

If the owner of a Parcel claims that an error has been made in any Assessment Roll required by the Levying SAP, a prior Annual Service Plan Update, or this 2026 Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator (at admin@p3-works.com) by December 1st of the year in connection with the approval of such year's Annual Service Plan Update. Otherwise, the owner shall be deemed to have unconditionally approved and accepted the Annual Service Plan Update. The Administrator shall provide a written response to the Governing Body and the owner not later than 30 days after receipt of such written notice of error by the Administrator. The Governing Body shall consider the owner's notice of error and the Administrator's response at a public meeting, and, not later than 30 days after closing such meeting, the Governing Body shall make a final determination as to whether an error has been made. If the Governing Body determines that an error has been made, the Governing Body shall take such corrective action as is authorized by the PID Act, this 2026 Annual Service Plan Update, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the Governing Body. The determination by the Governing Body as to whether an error has been made, and any corrective action taken by the Governing Body shall be final and binding on the owner and the Administrator.

EXHIBIT A – IMPROVEMENT AREA #1 ASSESSMENT ROLL

			Mustang Creek PID	
Property ID	Lot Type	Notes	Outstanding Special Assessment	Annual Installment Due 1/31/2027[a]
R599888	1		$ 17,209.07	$ 1,404.73
R599889	1		$ 17,209.07	$ 1,404.73
R599890	1		$ 17,209.07	$ 1,404.73
R599891	1		$ 17,209.07	$ 1,404.73
R599892	1		$ 17,209.07	$ 1,404.73
R599893	1		$ 17,209.07	$ 1,404.73
R599894	1		$ 17,209.07	$ 1,404.73
R599895	1		$ 17,209.07	$ 1,404.73
R599896	1		$ 17,209.07	$ 1,404.73
R599897	1		$ 17,209.07	$ 1,404.73
R599898	1		$ 17,209.07	$ 1,404.73
R599899	1		$ 17,209.07	$ 1,404.73
R599900	1		$ 17,209.07	$ 1,404.73
R599901	1		$ 17,209.07	$ 1,404.73
R599902	Non-Benefited		$ -	$ -
R599903	1		$ 17,209.07	$ 1,404.73
R599904	1		$ 17,209.07	$ 1,404.73
R599905	1		$ 17,209.07	$ 1,404.73
R599906	1		$ 17,209.07	$ 1,404.73
R599907	1		$ 17,209.07	$ 1,404.73
R599908	1		$ 17,209.07	$ 1,404.73
R599909	1		$ 17,209.07	$ 1,404.73
R599910	1		$ 17,209.07	$ 1,404.73
R599911	1		$ 17,209.07	$ 1,404.73
R599912	1		$ 17,209.07	$ 1,404.73
R599913	1		$ 17,209.07	$ 1,404.73
R599914	1		$ 17,209.07	$ 1,404.73
R599915	Non-Benefited		$ -	$ -
R599916	1		$ 17,209.07	$ 1,404.73
R599917	1		$ 17,209.07	$ 1,404.73
R599918	1		$ 17,209.07	$ 1,404.73
R599919	1		$ 17,209.07	$ 1,404.73
R599920	1		$ 17,209.07	$ 1,404.73
R599921	1		$ 17,209.07	$ 1,404.73
R599922	1		$ 17,209.07	$ 1,404.73
R599923	1		$ 17,209.07	$ 1,404.73
R599924	Non-Benefited		$ -	$ -
R599925	1	[b]	$ -	$ -
R599926	1		$ 17,209.07	$ 1,404.73
R599927	1		$ 17,209.07	$ 1,404.73

			Mustang Creek PID	
Property ID	Lot Type	Notes	Outstanding Special Assessment	Annual Installment Due 1/31/2027[a]
R599928	1		$ 17,209.07	$ 1,404.73
R599929	1		$ 17,209.07	$ 1,404.73
R599930	1		$ 17,209.07	$ 1,404.73
R599931	Non-Benefited		$ -	$ -
R599932	Non-Benefited		$ -	$ -
R599933	1		$ 17,209.07	$ 1,404.73
R599934	1		$ 17,209.07	$ 1,404.73
R599935	1	[c]	$ 12,467.23	$ 1,017.67
R599936	1		$ 17,209.07	$ 1,404.73
R599937	1		$ 17,209.07	$ 1,404.73
R599938	1		$ 17,209.07	$ 1,404.73
R599939	1		$ 17,209.07	$ 1,404.73
R599940	1		$ 17,209.07	$ 1,404.73
R599941	1		$ 17,209.07	$ 1,404.73
R599942	1		$ 17,209.07	$ 1,404.73
R599943	1		$ 17,209.07	$ 1,404.73
R599944	1		$ 17,209.07	$ 1,404.73
R599945	1		$ 17,209.07	$ 1,404.73
R599946	1		$ 17,209.07	$ 1,404.73
R599947	1		$ 17,209.07	$ 1,404.73
R599948	1		$ 17,209.07	$ 1,404.73
R599949	Non-Benefited		$ -	$ -
R599950	Non-Benefited		$ -	$ -
R599951	1		$ 17,209.07	$ 1,404.73
R599952	1		$ 17,209.07	$ 1,404.73
R599953	1		$ 17,209.07	$ 1,404.73
R599954	1		$ 17,209.07	$ 1,404.73
R599955	1		$ 17,209.07	$ 1,404.73
R599956	1	[b]	$ -	$ -
R599957	1		$ 17,209.07	$ 1,404.73
R599958	1		$ 17,209.07	$ 1,404.73
R599959	1		$ 17,209.07	$ 1,404.73
R599960	1		$ 17,209.07	$ 1,404.73
R599961	1		$ 17,209.07	$ 1,404.73
R599962	Non-Benefited		$ -	$ -
R599963	1	[b]	$ -	$ -
R599964	1		$ 17,209.07	$ 1,404.73
R599965	1		$ 17,209.07	$ 1,404.73
R599966	1		$ 17,209.07	$ 1,404.73
R599967	1		$ 17,209.07	$ 1,404.73

			Mustang Creek PID	
Property ID	Lot Type	Notes	Outstanding Special Assessment	Annual Installment Due 1/31/2027[a]
R599968	1		$ 17,209.07	$ 1,404.73
R599969	1	[b]	$ -	$ -
R599970	1		$ 17,209.07	$ 1,404.73
R599971	1		$ 17,209.07	$ 1,404.73
R599972	Non-Benefited		$ -	$ -
R599973	1		$ 17,209.07	$ 1,404.73
R599974	1		$ 17,209.07	$ 1,404.73
R599975	1		$ 17,209.07	$ 1,404.73
R599976	1		$ 17,209.07	$ 1,404.73
R599977	1		$ 17,209.07	$ 1,404.73
R599978	1		$ 17,209.07	$ 1,404.73
R599979	1		$ 17,209.07	$ 1,404.73
R599980	1		$ 17,209.07	$ 1,404.73
R599981	Non-Benefited		$ -	$ -
R599982	1		$ 17,209.07	$ 1,404.73
R599983	1		$ 17,209.07	$ 1,404.73
R599984	1		$ 17,209.07	$ 1,404.73
R599985	1		$ 17,209.07	$ 1,404.73
R599986	1		$ 17,209.07	$ 1,404.73
R599987	1		$ 17,209.07	$ 1,404.73
R599988	Non-Benefited		$ -	$ -
R599989	Non-Benefited		$ -	$ -
R599990	Non-Benefited		$ -	$ -
R599991	1		$ 17,209.07	$ 1,404.73
R599992	1		$ 17,209.07	$ 1,404.73
R599993	1		$ 17,209.07	$ 1,404.73
R599994	1		$ 17,209.07	$ 1,404.73
R599995	1		$ 17,209.07	$ 1,404.73
R599996	Non-Benefited		$ -	$ -
R599997	1		$ 17,209.07	$ 1,404.73
R599998	1		$ 17,209.07	$ 1,404.73
R599999	1		$ 17,209.07	$ 1,404.73
R600000	1		$ 17,209.07	$ 1,404.73
R600001	1		$ 17,209.07	$ 1,404.73
R600002	1		$ 17,209.07	$ 1,404.73
R600003	1		$ 17,209.07	$ 1,404.73
R600004	1	[b]	$ -	$ -
R600005	1		$ 17,209.07	$ 1,404.73
R600006	1		$ 17,209.07	$ 1,404.73
R600007	1		$ 17,209.07	$ 1,404.73

			Mustang Creek PID	
Property ID	Lot Type	Notes	Outstanding Special Assessment	Annual Installment Due 1/31/2027[a]
R600008	1		$ 17,209.07	$ 1,404.73
R600009	Non-Benefited		$ -	$ -
R600010	1		$ 17,209.07	$ 1,404.73
R600011	1		$ 17,209.07	$ 1,404.73
R600012	1		$ 17,209.07	$ 1,404.73
R600013	1		$ 17,209.07	$ 1,404.73
R600014	1		$ 17,209.07	$ 1,404.73
R600015	1		$ 17,209.07	$ 1,404.73
R600016	1		$ 17,209.07	$ 1,404.73
R600017	1		$ 17,209.07	$ 1,404.73
R600018	1		$ 17,209.07	$ 1,404.73
R600019	1		$ 17,209.07	$ 1,404.73
R600020	1		$ 17,209.07	$ 1,404.73
R600021	1		$ 17,209.07	$ 1,404.73
R600022	Non-Benefited		$ -	$ -
R600023	Non-Benefited		$ -	$ -
R600024	1		$ 17,209.07	$ 1,404.73
R600025	1		$ 17,209.07	$ 1,404.73
R600026	1		$ 17,209.07	$ 1,404.73
R600027	1		$ 17,209.07	$ 1,404.73
R600028	1		$ 17,209.07	$ 1,404.73
R600029	Non-Benefited		$ -	$ -
R600030	1		$ 17,209.07	$ 1,404.73
R600031	1		$ 17,209.07	$ 1,404.73
R600032	1		$ 17,209.07	$ 1,404.73
R600033	1		$ 17,209.07	$ 1,404.73
R600034	1		$ 17,209.07	$ 1,404.73
R600035	1		$ 17,209.07	$ 1,404.73
R600036	1		$ 17,209.07	$ 1,404.73
R600037	1		$ 17,209.07	$ 1,404.73
R600038	1		$ 17,209.07	$ 1,404.73
R600039	1		$ 17,209.07	$ 1,404.73
R600040	1		$ 17,209.07	$ 1,404.73
R600041	1		$ 17,209.07	$ 1,404.73
R600042	Non-Benefited		$ -	$ -
R600043	1		$ 17,209.07	$ 1,404.73
R600044	1		$ 17,209.07	$ 1,404.73
R600045	1		$ 17,209.07	$ 1,404.73
R600046	1		$ 17,209.07	$ 1,404.73
R600047	1		$ 17,209.07	$ 1,404.73

			Mustang Creek PID	
Property ID	Lot Type	Notes	Outstanding Special Assessment	Annual Installment Due 1/31/2027[a]
R600048	1	[b]	$ -	$ -
R600049	1		$ 17,209.07	$ 1,404.73
R602143	1		$ 17,209.07	$ 1,404.73
R602144	1		$ 17,209.07	$ 1,404.73
R602145	1		$ 17,209.07	$ 1,404.73
R602146	1		$ 17,209.07	$ 1,404.73
R602147	1		$ 17,209.07	$ 1,404.73
R602148	1		$ 17,209.07	$ 1,404.73
R602149	1		$ 17,209.07	$ 1,404.73
R602150	Non-Benefited		$ -	$ -
R602151	1		$ 17,209.07	$ 1,404.73
R602152	1		$ 17,209.07	$ 1,404.73
R602153	1		$ 17,209.07	$ 1,404.73
R602154	1		$ 17,209.07	$ 1,404.73
R602155	1		$ 17,209.07	$ 1,404.73
R602156	1		$ 17,209.07	$ 1,404.73
R602157	1		$ 17,209.07	$ 1,404.73
R602158	1		$ 17,209.07	$ 1,404.73
R602159	1		$ 17,209.07	$ 1,404.73
R602160	1		$ 17,209.07	$ 1,404.73
R602161	1		$ 17,209.07	$ 1,404.73
R602162	Non-Benefited		$ -	$ -
R602163	1		$ 17,209.07	$ 1,404.73
R602164	1		$ 17,209.07	$ 1,404.73
R602165	1		$ 17,209.07	$ 1,404.73
R602166	1		$ 17,209.07	$ 1,404.73
R602167	1		$ 17,209.07	$ 1,404.73
R602168	1		$ 17,209.07	$ 1,404.73
R602169	1		$ 17,209.07	$ 1,404.73
R602170	1		$ 17,209.07	$ 1,404.73
R602171	1		$ 17,209.07	$ 1,404.73
R602172	1		$ 17,209.07	$ 1,404.73
R602173	1		$ 17,209.07	$ 1,404.73
R602174	1		$ 17,209.07	$ 1,404.73
R602175	Non-Benefited		$ -	$ -
R602176	1		$ 17,209.07	$ 1,404.73
R602177	1		$ 17,209.07	$ 1,404.73
R602178	1		$ 17,209.07	$ 1,404.73
R602179	1		$ 17,209.07	$ 1,404.73
R602180	1		$ 17,209.07	$ 1,404.73

			Mustang Creek PID	
Property ID	Lot Type	Notes	Outstanding Special Assessment	Annual Installment Due 1/31/2027[a]
R602181	1		$ 17,209.07	$ 1,404.73
R602182	1		$ 17,209.07	$ 1,404.73
R602183	1		$ 17,209.07	$ 1,404.73
R602184	1		$ 17,209.07	$ 1,404.73
R602185	1		$ 17,209.07	$ 1,404.73
R602186	1		$ 17,209.07	$ 1,404.73
R602187	1		$ 17,209.07	$ 1,404.73
R602188	1		$ 17,209.07	$ 1,404.73
R602189	Non-Benefited		$ -	$ -
R602190	Non-Benefited		$ -	$ -
R602191	1		$ 17,209.07	$ 1,404.73
R602192	1		$ 17,209.07	$ 1,404.73
R602193	1		$ 17,209.07	$ 1,404.73
R602194	1		$ 17,209.07	$ 1,404.73
R602195	1		$ 17,209.07	$ 1,404.73
R602196	1		$ 17,209.07	$ 1,404.73
R602197	1		$ 17,209.07	$ 1,404.73
R602198	1		$ 17,209.07	$ 1,404.73
R602199	Non-Benefited		$ -	$ -
R602200	1		$ 17,209.07	$ 1,404.73
R602201	1		$ 17,209.07	$ 1,404.73
R602202	1		$ 17,209.07	$ 1,404.73
R602203	1		$ 17,209.07	$ 1,404.73
R602204	1		$ 17,209.07	$ 1,404.73
R602205	1		$ 17,209.07	$ 1,404.73
R602206	Non-Benefited		$ -	$ -
R602207	Non-Benefited		$ -	$ -
R602208	1		$ 17,209.07	$ 1,404.73
R602209	1		$ 17,209.07	$ 1,404.73
R602210	1		$ 17,209.07	$ 1,404.73
R602211	1		$ 17,209.07	$ 1,404.73
R602212	1		$ 17,209.07	$ 1,404.73
R602213	1		$ 17,209.07	$ 1,404.73
R602214	1		$ 17,209.07	$ 1,404.73
R602215	Non-Benefited		$ -	$ -
R602218	1		$ 17,209.07	$ 1,404.73
R602247	1		$ 17,209.07	$ 1,404.73
R602248	1		$ 17,209.07	$ 1,404.73
R602249	1		$ 17,209.07	$ 1,404.73
R602250	1		$ 17,209.07	$ 1,404.73

			Mustang Creek PID	
Property ID	Lot Type	Notes	Outstanding Special Assessment	Annual Installment Due 1/31/2027[a]
R602251	1		$ 17,209.07	$ 1,404.73
R602252	1		$ 17,209.07	$ 1,404.73
R602253	1		$ 17,209.07	$ 1,404.73
R602254	1		$ 17,209.07	$ 1,404.73
R602255	1		$ 17,209.07	$ 1,404.73
R602256	1		$ 17,209.07	$ 1,404.73
R602257	Non-Benefited		$ -	$ -
R602258	1		$ 17,209.07	$ 1,404.73
R602259	1		$ 17,209.07	$ 1,404.73
R602260	1		$ 17,209.07	$ 1,404.73
R602261	1		$ 17,209.07	$ 1,404.73
R602262	1		$ 17,209.07	$ 1,404.73
R602263	1		$ 17,209.07	$ 1,404.73
R602264	1		$ 17,209.07	$ 1,404.73
R602265	1		$ 17,209.07	$ 1,404.73
R602266	1		$ 17,209.07	$ 1,404.73
R602267	1		$ 17,209.07	$ 1,404.73
R602268	1		$ 17,209.07	$ 1,404.73
R602269	1		$ 17,209.07	$ 1,404.73
R602270	1		$ 17,209.07	$ 1,404.73
R602271	1		$ 17,209.07	$ 1,404.73
R602272	1		$ 17,209.07	$ 1,404.73
R602273	1		$ 17,209.07	$ 1,404.73
R602274	1		$ 17,209.07	$ 1,404.73
R602275	1		$ 17,209.07	$ 1,404.73
R602276	1		$ 17,209.07	$ 1,404.73
R602277	1		$ 17,209.07	$ 1,404.73
R602278	1		$ 17,209.07	$ 1,404.73
R602279	1		$ 17,209.07	$ 1,404.73
R602280	1		$ 17,209.07	$ 1,404.73
R602281	1		$ 17,209.07	$ 1,404.73
R602282	1		$ 17,209.07	$ 1,404.73
R602283	1		$ 17,209.07	$ 1,404.73
R602284	1		$ 17,209.07	$ 1,404.73
R602285	1		$ 17,209.07	$ 1,404.73
R602286	1		$ 17,209.07	$ 1,404.73
R602287	1		$ 17,209.07	$ 1,404.73
R602288	1		$ 17,209.07	$ 1,404.73
R602289	1		$ 17,209.07	$ 1,404.73
R602290	Non-Benefited		$ -	$ -

			Mustang Creek PID	
Property ID	Lot Type	Notes	Outstanding Special Assessment	Annual Installment Due 1/31/2027[a]
R602291	1		$ 17,209.07	$ 1,404.73
R602292	1		$ 17,209.07	$ 1,404.73
R602293	1		$ 17,209.07	$ 1,404.73
R602294	1		$ 17,209.07	$ 1,404.73
R602295	1		$ 17,209.07	$ 1,404.73
R602296	1		$ 17,209.07	$ 1,404.73
R602297	1		$ 17,209.07	$ 1,404.73
R602298	Non-Benefited		$ -	$ -
R602299	1		$ 17,209.07	$ 1,404.73
R602300	1		$ 17,209.07	$ 1,404.73
R602301	1		$ 17,209.07	$ 1,404.73
R602302	1		$ 17,209.07	$ 1,404.73
R602303	1		$ 17,209.07	$ 1,404.73
R602304	1		$ 17,209.07	$ 1,404.73
R602305	1		$ 17,209.07	$ 1,404.73
R602306	1		$ 17,209.07	$ 1,404.73
R602307	1		$ 17,209.07	$ 1,404.73
R602308	1		$ 17,209.07	$ 1,404.73
R602309	1		$ 17,209.07	$ 1,404.73
R602310	1		$ 17,209.07	$ 1,404.73
R602311	Non-Benefited		$ -	$ -
R602312	1		$ 17,209.07	$ 1,404.73
R602313	1		$ 17,209.07	$ 1,404.73
R602314	1		$ 17,209.07	$ 1,404.73
R602315	1		$ 17,209.07	$ 1,404.73
R602316	1		$ 17,209.07	$ 1,404.73
R602317	1		$ 17,209.07	$ 1,404.73
R602318	1		$ 17,209.07	$ 1,404.73
R602319	1		$ 17,209.07	$ 1,404.73
R602320	1		$ 17,209.07	$ 1,404.73
R602321	1		$ 17,209.07	$ 1,404.73
R602322	1		$ 17,209.07	$ 1,404.73
R602323	1		$ 17,209.07	$ 1,404.73
R602324	1		$ 17,209.07	$ 1,404.73
R602325	1		$ 17,209.07	$ 1,404.73
R602326	1		$ 17,209.07	$ 1,404.73
R602327	1		$ 17,209.07	$ 1,404.73
R602328	1		$ 17,209.07	$ 1,404.73
R602329	1		$ 17,209.07	$ 1,404.73
R602330	1		$ 17,209.07	$ 1,404.73

			Mustang Creek PID	
Property ID	Lot Type	Notes	Outstanding Special Assessment	Annual Installment Due 1/31/2027[a]
R602331	1		$ 17,209.07	$ 1,404.73
R602332	1		$ 17,209.07	$ 1,404.73
R602333	1		$ 17,209.07	$ 1,404.73
R602334	1		$ 17,209.07	$ 1,404.73
R602335	1		$ 17,209.07	$ 1,404.73
R602336	1		$ 17,209.07	$ 1,404.73
R602337	Non-Benefited		$ -	$ -
R602338	1		$ 17,209.07	$ 1,404.73
R602339	1		$ 17,209.07	$ 1,404.73
R602340	1		$ 17,209.07	$ 1,404.73
R602341	1		$ 17,209.07	$ 1,404.73
R616565	1		$ 17,209.07	$ 1,404.73
R616566	Non-Benefited		$ -	$ -
R616567	Non-Benefited		$ -	$ -
R616568	Non-Benefited		$ -	$ -
R616569	1		$ 17,209.07	$ 1,404.73
R616570	1		$ 17,209.07	$ 1,404.73
R616571	Non-Benefited		$ -	$ -
R616572	1		$ 17,209.07	$ 1,404.73
R616573	1		$ 17,209.07	$ 1,404.73
R616574	1		$ 17,209.07	$ 1,404.73
R616575	1		$ 17,209.07	$ 1,404.73
R616576	1		$ 17,209.07	$ 1,404.73
R616577	1		$ 17,209.07	$ 1,404.73
R616578	1		$ 17,209.07	$ 1,404.73
R616579	1		$ 17,209.07	$ 1,404.73
R616580	1		$ 17,209.07	$ 1,404.73
R616581	Non-Benefited		$ -	$ -
R616582	1		$ 17,209.07	$ 1,404.73
R616583	1		$ 17,209.07	$ 1,404.73
R616584	1		$ 17,209.07	$ 1,404.73
R616585	1		$ 17,209.07	$ 1,404.73
R616586	1		$ 17,209.07	$ 1,404.73
R616587	Non-Benefited		$ -	$ -
R616588	Non-Benefited		$ -	$ -
R616589	1		$ 17,209.07	$ 1,404.73
R616590	1		$ 17,209.07	$ 1,404.73
R616591	1		$ 17,209.07	$ 1,404.73
R616592	1		$ 17,209.07	$ 1,404.73
R616593	1		$ 17,209.07	$ 1,404.73

			Mustang Creek PID	
Property ID	Lot Type	Notes	Outstanding Special Assessment	Annual Installment Due 1/31/2027[a]
R616594	1		$ 17,209.07	$ 1,404.73
R616595	1		$ 17,209.07	$ 1,404.73
R616596	1		$ 17,209.07	$ 1,404.73
R616597	1		$ 17,209.07	$ 1,404.73
R616598	1		$ 17,209.07	$ 1,404.73
R616599	1		$ 17,209.07	$ 1,404.73
R616600	Non-Benefited		$ -	$ -
R616601	Non-Benefited		$ -	$ -
R616602	Non-Benefited		$ -	$ -
R616603	1		$ 17,209.07	$ 1,404.73
R616604	1		$ 17,209.07	$ 1,404.73
R616605	1		$ 17,209.07	$ 1,404.73
R616606	1		$ 17,209.07	$ 1,404.73
R616607	1		$ 17,209.07	$ 1,404.73
R616608	1		$ 17,209.07	$ 1,404.73
R616609	1		$ 17,209.07	$ 1,404.73
R616610	1		$ 17,209.07	$ 1,404.73
R616611	1		$ 17,209.07	$ 1,404.73
R616612	Non-Benefited		$ -	$ -
R616613	1		$ 17,209.07	$ 1,404.73
R616614	1		$ 17,209.07	$ 1,404.73
R616615	1		$ 17,209.07	$ 1,404.73
R616616	1		$ 17,209.07	$ 1,404.73
R616617	1		$ 17,209.07	$ 1,404.73
R616618	1		$ 17,209.07	$ 1,404.73
R616619	1		$ 17,209.07	$ 1,404.73
R616620	1		$ 17,209.07	$ 1,404.73
R616621	Non-Benefited		$ -	$ -
R616622	1		$ 17,209.07	$ 1,404.73
R616623	1		$ 17,209.07	$ 1,404.73
R616624	1		$ 17,209.07	$ 1,404.73
R616625	1		$ 17,209.07	$ 1,404.73
R616626	1		$ 17,209.07	$ 1,404.73
R616627	1		$ 17,209.07	$ 1,404.73
R616628	1		$ 17,209.07	$ 1,404.73
R616629	1		$ 17,209.07	$ 1,404.73
R616630	1		$ 17,209.07	$ 1,404.73
R616631	Non-Benefited		$ -	$ -
R616632	1		$ 17,209.07	$ 1,404.73
R616633	1		$ 17,209.07	$ 1,404.73

			Mustang Creek PID	
Property ID	Lot Type	Notes	Outstanding Special Assessment	Annual Installment Due 1/31/2027[a]
R616634	1		$ 17,209.07	$ 1,404.73
R616635	1		$ 17,209.07	$ 1,404.73
R616636	1		$ 17,209.07	$ 1,404.73
R616637	1		$ 17,209.07	$ 1,404.73
R616638	1		$ 17,209.07	$ 1,404.73
R616639	1		$ 17,209.07	$ 1,404.73
R616640	Non-Benefited		$ -	$ -
R616641	1		$ 17,209.07	$ 1,404.73
R616642	1		$ 17,209.07	$ 1,404.73
R616643	1		$ 17,209.07	$ 1,404.73
R616644	1		$ 17,209.07	$ 1,404.73
R616645	1		$ 17,209.07	$ 1,404.73
R616646	1		$ 17,209.07	$ 1,404.73
R616647	1		$ 17,209.07	$ 1,404.73
R616648	1		$ 17,209.07	$ 1,404.73
R616649	Non-Benefited		$ -	$ -
R616650	1		$ 17,209.07	$ 1,404.73
R616651	1		$ 17,209.07	$ 1,404.73
R616652	1		$ 17,209.07	$ 1,404.73
R616653	1		$ 17,209.07	$ 1,404.73
R616654	1		$ 17,209.07	$ 1,404.73
R616655	1		$ 17,209.07	$ 1,404.73
R616656	1		$ 17,209.07	$ 1,404.73
R616657	1		$ 17,209.07	$ 1,404.73
R616658	1		$ 17,209.07	$ 1,404.73
R616659	1		$ 17,209.07	$ 1,404.73
R616660	1		$ 17,209.07	$ 1,404.73
R616661	1		$ 17,209.07	$ 1,404.73
R616662	1		$ 17,209.07	$ 1,404.73
R616663	1		$ 17,209.07	$ 1,404.73
R616664	1		$ 17,209.07	$ 1,404.73
R616665	1		$ 17,209.07	$ 1,404.73
R616666	1		$ 17,209.07	$ 1,404.73
R616667	1		$ 17,209.07	$ 1,404.73
R616668	Non-Benefited		$ -	$ -
R616669	1		$ 17,209.07	$ 1,404.73
R616670	1		$ 17,209.07	$ 1,404.73
R616671	1		$ 17,209.07	$ 1,404.73
R616672	1		$ 17,209.07	$ 1,404.73
R616673	1		$ 17,209.07	$ 1,404.73

			Mustang Creek PID	
Property ID	Lot Type	Notes	Outstanding Special Assessment	Annual Installment Due 1/31/2027[a]
R616674	1		$ 17,209.07	$ 1,404.73
R616675	1		$ 17,209.07	$ 1,404.73
R616676	1		$ 17,209.07	$ 1,404.73
R616677	Non-Benefited		$ -	$ -
R616678	1		$ 17,209.07	$ 1,404.73
R616679	1		$ 17,209.07	$ 1,404.73
R616680	1		$ 17,209.07	$ 1,404.73
R616681	1		$ 17,209.07	$ 1,404.73
R616682	1		$ 17,209.07	$ 1,404.73
R616683	1		$ 17,209.07	$ 1,404.73
R616684	1		$ 17,209.07	$ 1,404.73
R616685	1		$ 17,209.07	$ 1,404.73
R616686	1		$ 17,209.07	$ 1,404.73
R616687	Non-Benefited		$ -	$ -
R616688	Non-Benefited		$ -	$ -
R616689	1		$ 17,209.07	$ 1,404.73
R616690	1		$ 17,209.07	$ 1,404.73
R617894	1		$ 17,209.07	$ 1,404.73
R617895	1		$ 17,209.07	$ 1,404.73
R617896	Non-Benefited		$ -	$ -
R617897	1		$ 17,209.07	$ 1,404.73
R617898	1		$ 17,209.07	$ 1,404.73
R617899	1		$ 17,209.07	$ 1,404.73
R617900	Non-Benefited		$ -	$ -
R617901	1		$ 17,209.07	$ 1,404.73
R617902	1		$ 17,209.07	$ 1,404.73
R617903	1		$ 17,209.07	$ 1,404.73
R617904	1		$ 17,209.07	$ 1,404.73
R617905	1		$ 17,209.07	$ 1,404.73
R617906	1		$ 17,209.07	$ 1,404.73
R617907	1		$ 17,209.07	$ 1,404.73
R617908	1		$ 17,209.07	$ 1,404.73
R617909	1		$ 17,209.07	$ 1,404.73
R617910	Non-Benefited		$ -	$ -
R617911	1		$ 17,209.07	$ 1,404.73
R617912	1		$ 17,209.07	$ 1,404.73
R617913	1		$ 17,209.07	$ 1,404.73
R617914	1		$ 17,209.07	$ 1,404.73
R617915	1		$ 17,209.07	$ 1,404.73
R617916	1		$ 17,209.07	$ 1,404.73

			Mustang Creek PID	
Property ID	Lot Type	Notes	Outstanding Special Assessment	Annual Installment Due 1/31/2027[a]
R617917	1		$ 17,209.07	$ 1,404.73
R617918	1		$ 17,209.07	$ 1,404.73
R617919	1		$ 17,209.07	$ 1,404.73
R617920	1		$ 17,209.07	$ 1,404.73
R617921	1		$ 17,209.07	$ 1,404.73
R617922	1		$ 17,209.07	$ 1,404.73
R617923	1		$ 17,209.07	$ 1,404.73
R617924	1		$ 17,209.07	$ 1,404.73
R617925	1		$ 17,209.07	$ 1,404.73
R617926	1		$ 17,209.07	$ 1,404.73
R617927	1		$ 17,209.07	$ 1,404.73
R617928	1		$ 17,209.07	$ 1,404.73
R617929	Non-Benefited		$ -	$ -
R617930	1		$ 17,209.07	$ 1,404.73
R617931	1		$ 17,209.07	$ 1,404.73
R617932	1		$ 17,209.07	$ 1,404.73
R617933	1		$ 17,209.07	$ 1,404.73
R617934	1		$ 17,209.07	$ 1,404.73
R617935	1		$ 17,209.07	$ 1,404.73
R617936	1		$ 17,209.07	$ 1,404.73
R617937	1		$ 17,209.07	$ 1,404.73
R617938	1		$ 17,209.07	$ 1,404.73
R617939	1		$ 17,209.07	$ 1,404.73
R617940	1		$ 17,209.07	$ 1,404.73
R617941	1		$ 17,209.07	$ 1,404.73
R617942	1		$ 17,209.07	$ 1,404.73
R617943	Non-Benefited		$ -	$ -
R617944	1		$ 17,209.07	$ 1,404.73
R617945	1		$ 17,209.07	$ 1,404.73
R617946	1		$ 17,209.07	$ 1,404.73
R617947	Non-Benefited		$ -	$ -
R617948	1		$ 17,209.07	$ 1,404.73
R617949	1		$ 17,209.07	$ 1,404.73
R617950	1		$ 17,209.07	$ 1,404.73
R617951	1		$ 17,209.07	$ 1,404.73
R617952	1		$ 17,209.07	$ 1,404.73
R617953	1		$ 17,209.07	$ 1,404.73
R617954	1		$ 17,209.07	$ 1,404.73
R617955	1		$ 17,209.07	$ 1,404.73
R617956	1		$ 17,209.07	$ 1,404.73

			Mustang Creek PID	
Property ID	Lot Type	Notes	Outstanding Special Assessment	Annual Installment Due 1/31/2027[a]
R617957	1		$ 17,209.07	$ 1,404.73
R617958	1		$ 17,209.07	$ 1,404.73
R617959	1		$ 17,209.07	$ 1,404.73
R617960	Non-Benefited		$ -	$ -
R617961	1		$ 17,209.07	$ 1,404.73
R617962	1		$ 17,209.07	$ 1,404.73
R617963	1		$ 17,209.07	$ 1,404.73
R617964	1		$ 17,209.07	$ 1,404.73
R617965	1		$ 17,209.07	$ 1,404.73
R617966	1		$ 17,209.07	$ 1,404.73
R617967	1		$ 17,209.07	$ 1,404.73
R617968	1		$ 17,209.07	$ 1,404.73
R617969	Non-Benefited		$ -	$ -
R617970	1		$ 17,209.07	$ 1,404.73
R617971	1		$ 17,209.07	$ 1,404.73
R617972	1		$ 17,209.07	$ 1,404.73
R617973	1		$ 17,209.07	$ 1,404.73
R617974	1		$ 17,209.07	$ 1,404.73
R617975	1		$ 17,209.07	$ 1,404.73
R617976	1		$ 17,209.07	$ 1,404.73
R617977	1		$ 17,209.07	$ 1,404.73
R617978	1		$ 17,209.07	$ 1,404.73
R617979	1		$ 17,209.07	$ 1,404.73
R617980	1		$ 17,209.07	$ 1,404.73
R617981	1		$ 17,209.07	$ 1,404.73
R617982	1		$ 17,209.07	$ 1,404.73
R617983	1		$ 17,209.07	$ 1,404.73
R617984	1		$ 17,209.07	$ 1,404.73
R617985	1		$ 17,209.07	$ 1,404.73
R617986	1		$ 17,209.07	$ 1,404.73
R617987	1		$ 17,209.07	$ 1,404.73
R617988	Non-Benefited		$ -	$ -
R617989	1		$ 17,209.07	$ 1,404.73
R617990	1		$ 17,209.07	$ 1,404.73
R617991	1		$ 17,209.07	$ 1,404.73
R617992	1		$ 17,209.07	$ 1,404.73
R617993	1		$ 17,209.07	$ 1,404.73
R617994	1		$ 17,209.07	$ 1,404.73
R617995	1		$ 17,209.07	$ 1,404.73
R617996	1		$ 17,209.07	$ 1,404.73

			Mustang Creek PID	
Property ID	Lot Type	Notes	Outstanding Special Assessment	Annual Installment Due 1/31/2027[a]
R617997	1		$ 17,209.07	$ 1,404.73
R617998	Non-Benefited		$ -	$ -
R617999	1		$ 17,209.07	$ 1,404.73
R618000	1		$ 17,209.07	$ 1,404.73
R618001	1		$ 17,209.07	$ 1,404.73
R618002	1		$ 17,209.07	$ 1,404.73
R618003	1		$ 17,209.07	$ 1,404.73
R618004	1		$ 17,209.07	$ 1,404.73
R618005	1		$ 17,209.07	$ 1,404.73
R633352	Non-Benefited		$ -	$ -
Total[d]			**$ 8,617,003.71**	**$ 703,382.67**

Notes:

[a] Totals may not sum due to rounding.

[b] Assessment prepaid in full.

[c] Assessment partially prepaid.

[d] The Annual Installment due on each Parcel or Lot may be updated to reflect prepayments and/or redemptions paid prior to the Annual Installment being billed to the owner of the Parcel or Lot.

EXHIBIT B – DEBT SERVICE SCHEDULE

Total Annual Installments				
Installments Due 1/31	Principal [a]	Interest [a]	Administrative Expenses	Annual Installment[b]
2027	$ 133,329.00	$ 529,125.39	$ 40,929.87	$ 703,384.26
2028	$ 138,267.11	$ 520,995.66	$ 41,748.47	$ 701,011.23
2029	$ 148,143.33	$ 512,564.82	$ 42,583.44	$ 703,291.59
2030	$ 158,019.55	$ 503,531.77	$ 43,435.11	$ 704,986.43
2031	$ 162,957.66	$ 493,896.53	$ 44,303.81	$ 701,158.00
2032	$ 172,833.89	$ 483,960.18	$ 45,189.88	$ 701,983.95
2033	$ 182,710.11	$ 473,421.64	$ 46,093.68	$ 702,225.43
2034	$ 192,586.33	$ 462,280.89	$ 47,015.56	$ 701,882.77
2035	$ 207,400.66	$ 450,537.94	$ 47,955.87	$ 705,894.47
2036	$ 217,276.88	$ 437,891.69	$ 48,914.98	$ 704,083.56
2037	$ 227,153.11	$ 424,643.24	$ 49,893.28	$ 701,689.63
2038	$ 241,967.44	$ 410,792.57	$ 50,891.15	$ 703,651.15
2039	$ 256,781.77	$ 396,038.60	$ 51,908.97	$ 704,729.34
2040	$ 271,596.11	$ 380,381.33	$ 52,947.15	$ 704,924.59
2041	$ 286,410.44	$ 363,820.76	$ 54,006.09	$ 704,237.29
2042	$ 301,224.77	$ 346,356.89	$ 55,086.22	$ 702,667.88
2043	$ 320,977.22	$ 327,989.71	$ 56,187.94	$ 705,154.86
2044	$ 335,791.55	$ 308,418.12	$ 57,311.70	$ 701,521.37
2045	$ 355,543.99	$ 287,943.23	$ 58,457.93	$ 701,945.15
2046	$ 375,296.44	$ 266,263.93	$ 59,627.09	$ 701,187.46
2047	$ 399,986.99	$ 243,380.23	$ 60,819.63	$ 704,186.86
2048	$ 424,677.55	$ 218,991.02	$ 62,036.03	$ 705,704.59
2049	$ 449,368.10	$ 193,096.32	$ 63,276.75	$ 705,741.17
2050	$ 474,058.66	$ 165,696.10	$ 64,542.28	$ 704,297.04
2051	$ 498,749.21	$ 136,790.38	$ 65,833.13	$ 701,372.72
2052	$ 528,377.88	$ 106,379.14	$ 67,149.79	$ 701,906.81
2053	$ 562,944.66	$ 74,161.30	$ 68,492.79	$ 705,598.74
2054	$ 592,573.32	$ 39,835.74	$ 69,862.64	$ 702,271.70
Total	**$ 8,617,003.71**	**$ 9,559,185.12**	**$ 1,516,501.22**	**$ 19,692,690.06**

Notes:

[a] Per the City and Corporation Interlocal Agreement Debt Service Schedule and net of prepayments received to date.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT C – LOT TYPE CLASSIFICATION MAP

EXHIBIT D – BUYER DISCLOSURES

Buyer disclosures for the following Lot Types are found in this Exhibit:

- Lot Type 1
- Partial R599935

MUSTANG CREEK PUBLIC IMPROVEMENT DISTRICT LOT TYPE 1 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____

_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

GOVERNING BODY OF HUTTO, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

STREET ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: $17,209.07

As the purchaser of the real property described above, you are obligated to pay assessments to Governing Body of Hutto, Texas, (the "Governing Body"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Mustang Creek Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the Governing Body. The exact amount of each annual installment will be approved each year by the Governing Body of Hutto, Texas, Governing Body in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the Governing Body.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - LOT TYPE 1

Lot Type 1 Annual Installments				
Installments Due 1/31	Principal [a]	Interest [a]	Administrative Expenses	Annual Installment[b]
2027	$ 266.27	$ 1,056.72	$ 81.74	$ 1,404.73
2028	$ 276.13	$ 1,040.48	$ 83.37	$ 1,399.99
2029	$ 295.86	$ 1,023.65	$ 85.04	$ 1,404.55
2030	$ 315.58	$ 1,005.61	$ 86.74	$ 1,407.93
2031	$ 325.44	$ 986.36	$ 88.48	$ 1,400.29
2032	$ 345.17	$ 966.52	$ 90.25	$ 1,401.93
2033	$ 364.89	$ 945.47	$ 92.05	$ 1,402.42
2034	$ 384.62	$ 923.22	$ 93.89	$ 1,401.73
2035	$ 414.20	$ 899.77	$ 95.77	$ 1,409.74
2036	$ 433.93	$ 874.52	$ 97.69	$ 1,406.13
2037	$ 453.65	$ 848.06	$ 99.64	$ 1,401.35
2038	$ 483.23	$ 820.40	$ 101.63	$ 1,405.26
2039	$ 512.82	$ 790.93	$ 103.67	$ 1,407.42
2040	$ 542.41	$ 759.66	$ 105.74	$ 1,407.81
2041	$ 571.99	$ 726.59	$ 107.85	$ 1,406.43
2042	$ 601.58	$ 691.71	$ 110.01	$ 1,403.30
2043	$ 641.03	$ 655.03	$ 112.21	$ 1,408.27
2044	$ 670.61	$ 615.94	$ 114.46	$ 1,401.01
2045	$ 710.06	$ 575.05	$ 116.74	$ 1,401.86
2046	$ 749.51	$ 531.76	$ 119.08	$ 1,400.34
2047	$ 798.82	$ 486.06	$ 121.46	$ 1,406.33
2048	$ 848.13	$ 437.35	$ 123.89	$ 1,409.36
2049	$ 897.44	$ 385.63	$ 126.37	$ 1,409.44
2050	$ 946.75	$ 330.91	$ 128.90	$ 1,406.55
2051	$ 996.06	$ 273.18	$ 131.47	$ 1,400.71
2052	$ 1,055.23	$ 212.45	$ 134.10	$ 1,401.78
2053	$ 1,124.26	$ 148.11	$ 136.78	$ 1,409.15
2054	$ 1,183.43	$ 79.56	$ 139.52	$ 1,402.51
Total	**$ 17,209.07**	**$ 19,090.71**	**$ 3,028.55**	**$ 39,328.33**

Notes:

[a] Per the City and Corporation Interlocal Agreement Debt Service Schedule and net of prepayments received to date.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, interest earnings, or other available offsets could increase or decrease the amounts shown.

MUSTANG CREEK PUBLIC IMPROVEMENT DISTRICT PARTIAL R599935 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____

_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

GOVERNING BODY OF HUTTO, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

STREET ADDRESS

PARTIAL R599935 PRINCIPAL ASSESSMENT: $12,467.23

As the purchaser of the real property described above, you are obligated to pay assessments to Governing Body of Hutto, Texas, (the "Governing Body"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Mustang Creek Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the Governing Body. The exact amount of each annual installment will be approved each year by the Governing Body of Hutto, Texas, Governing Body in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the Governing Body.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - PARTIAL R599935

Parcel R599935 Annual Installments				
Installments Due 1/31	Principal [a]	Interest [a]	Administrative Expenses	Annual Installment[b]
2027	$ 192.90	$ 765.55	$ 59.22	$ 1,017.67
2028	$ 200.05	$ 753.79	$ 60.40	$ 1,014.23
2029	$ 214.34	$ 741.59	$ 61.61	$ 1,017.53
2030	$ 228.63	$ 728.52	$ 62.84	$ 1,019.99
2031	$ 235.77	$ 714.58	$ 64.10	$ 1,014.45
2032	$ 250.06	$ 700.20	$ 65.38	$ 1,015.64
2033	$ 264.35	$ 684.95	$ 66.69	$ 1,015.99
2034	$ 278.64	$ 668.84	$ 68.02	$ 1,015.50
2035	$ 300.07	$ 651.85	$ 69.38	$ 1,021.30
2036	$ 314.36	$ 633.55	$ 70.77	$ 1,018.68
2037	$ 328.65	$ 614.38	$ 72.19	$ 1,015.22
2038	$ 350.08	$ 594.34	$ 73.63	$ 1,018.05
2039	$ 371.52	$ 573.00	$ 75.10	$ 1,019.61
2040	$ 392.95	$ 550.34	$ 76.60	$ 1,019.90
2041	$ 414.38	$ 526.38	$ 78.14	$ 1,018.90
2042	$ 435.82	$ 501.11	$ 79.70	$ 1,016.63
2043	$ 464.40	$ 474.54	$ 81.29	$ 1,020.23
2044	$ 485.83	$ 446.22	$ 82.92	$ 1,014.97
2045	$ 514.41	$ 416.60	$ 84.58	$ 1,015.59
2046	$ 542.99	$ 385.24	$ 86.27	$ 1,014.49
2047	$ 578.71	$ 352.13	$ 87.99	$ 1,018.83
2048	$ 614.43	$ 316.84	$ 89.75	$ 1,021.03
2049	$ 650.15	$ 279.37	$ 91.55	$ 1,021.08
2050	$ 685.88	$ 239.73	$ 93.38	$ 1,018.99
2051	$ 721.60	$ 197.91	$ 95.25	$ 1,014.76
2052	$ 764.47	$ 153.91	$ 97.15	$ 1,015.53
2053	$ 814.48	$ 107.30	$ 99.10	$ 1,020.87
2054	$ 857.34	$ 57.64	$ 101.08	$ 1,016.06
Total	**$ 12,467.23**	**$ 13,830.39**	**$ 2,194.10**	**$ 28,491.71**

Notes:

[a] Per the City and Corporation Interlocal Agreement Debt Service Schedule and net of prepayments received to date.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, interest earnings, or other available offsets could increase or decrease the amounts shown.

AGENDA ITEM REPORT
8.6.

To:	City Council
Subject:	Consideration and possible action on Ordinance No. O-2026-040 accepting and approving an annual service plan update to the service and assessment plan and updated assessment rolls for the Co-Op Public Improvement District. (Christina Bishop)
Meeting:	Thursday, August 20, 2026
Department:	Finance /
Staff Contact:	Christina Bishop

ITEM SUMMARY:

The Co-Op Public Improvement District was created pursuant to Texas Local Government Code Chapter 372 by Resolution No. R-18-06-07-9D on June 7, 2018 by the City Council of the City to finance certain Authorized Improvements for the benefit of the 35.1 acres of property in the PID. On December 6, 2018, the City Council accepted and approved the 2018 SAP for the PID by adopting Ordinance No. O-18-12-06-9A which approved the levy of Special Assessments for

Assessed Property within the PID and the Assessment Roll.

In accordance with Chapter 372 of the Texas Local Government Code, City Council is required to annually review and approve an updated Service and Assessment Plan (SAP).

The Service and Assessment Plan serves as the governing document for the district by identifying the authorized public improvements, outlining the financing structure, and establishing the methodology used to levy special assessments against benefited property. The SAP also provides the annual assessment roll, which identifies the assessments to be levied on each property within the district for the upcoming fiscal year.

Each year, the SAP is updated to reflect changes that have occurred within the district, including property development, subdivision activity, parcel ownership, assessment prepayments, bond principal reductions, administrative costs, and any other adjustments necessary to accurately calculate annual assessments. These annual updates ensure that assessments remain consistent with the adopted financing plan, bond obligations, and applicable state law.

Approval of the updated Service and Assessment Plan authorizes the annual assessment roll for the Mustang Creek Public Improvement District. Assessments are included on the annual property tax bill for each property in the district, and are collected by the County assessor’s office for distribution to the City and its trustee.

AGENDA ITEM REPORT
8.6.

FISCAL NOTES:

No fiscal impact.

ATTACHMENTS:

1. Hutto Co-Op_2026 SAP Update_Ordinance
2. 2026-08-06_HUT_Co-Op_2026 SAP Update

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS ACCEPTING AND APPROVING AN ANNUAL SERVICE PLAN UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND UPDATED ASSESSMENT ROLLS FOR THE CO-OP PUBLIC IMPROVEMENT DISTRICT; MAKING AND ADOPTING FINDINGS; PROVIDING A CUMULATIVE REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on June 7, 2018, after due notice, the City Council (the "City Council") of the City of Hutto (the "City") held a public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Section 372.009 of the PID Act and on June 7, 2018 made the findings required by Section 372.009(b) of the PID Act and, by a resolution (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created the Co-Op Public Improvement District (the "District") in accordance with its finding as to the advisability of the improvement projects and services; and

WHEREAS, the City Council convened the hearing on August 16, 2018, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and each proposed Assessment, and to offer testimony pertinent to any issue presented on the amount of the Assessment, the allocation of the costs of the Authorized Improvements, the purposes of the Assessment, the special benefits of the Assessment, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, on December 6, 2018, the City Council adopted Ordinance No. O-18-12-06-9A accepting and approving the Service and Assessment Plan and Assessment Roll for the Authorized Improvements for the District; making a finding of special benefit to certain property in the corporate limits of the City; levying Assessments against certain property within the corporate limits of the City and establishing a lien on such property; providing for payment of the Assessment in accordance with Chapter 372, Texas Local Government Code, as amended; providing for the method of Assessment and the payment of the Assessment; providing penalties and interest on delinquent Assessments; providing for severability and providing an effective date; and

WHEREAS, pursuant to the PID Act and to the terms of the Service and Assessment Plan, the City Council is required to annually update the Service and Assessment Plan, including the Assessment Rolls (each an "Annual Service Plan

Update"); and

WHEREAS, on January 21, 2020, the City Council approved the 2020 Annual Service Plan Update for the District by Ordinance No. 2020-033, which updated the Assessment Roll for 2020.

WHEREAS, on September 2, 2021, the City Council approved the 2021 Annual Service Plan Update for the District by Ordinance No. 2021-050, which updated the Assessment Roll for 2021.

WHEREAS, on August 18, 2022, the City Council approved the 2022 Annual Service Plan Update for the District by Ordinance No. 2022-034, which updated the Assessment Roll for 2022.

WHEREAS, on August 3, 2023, the City Council approved the 2023 Annual Service Plan Update for the District by Ordinance No. 2023-047, which updated the Assessment Roll for 2023.

WHEREAS, on August 15, 2024, the City Council approved the 2024 Annual Service Plan Update for the District by Ordinance No. 2024-044, which updated the Assessment Roll for 2024.

WHEREAS, on August 21, 2025, the City Council approved the 2025 Annual Service Plan Update for the District by Ordinance No. 2025-029, which updated the Assessment Roll for 2025.

WHEREAS, pursuant to the PID Act and to the terms of the Service and Assessment Plan, the City Council now wishes to adopt an ordinance accepting and approving the Annual Service Plan Update to the Service and Assessment Plan for 2026, in the form attached hereto as Exhibit A; and

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

SECTION 1. **Terms.** Terms not otherwise defined herein are defined in the Service and Assessment Plan.

SECTION 2. Findings. The findings and determinations set forth in the preamble above are incorporated herein for all purposes and are hereby adopted.

SECTION 3. Annual Service Plan Update to the Service and Assessment Plan. The "Co-Op Public Improvement District 2026 Annual Service Plan Update", attached hereto as Exhibit A, is accepted and approved pursuant to the PID Act. The Mayor, City Secretary, and any other appropriate officials of the City are hereby authorized to take all necessary actions on behalf of the City to implement the provisions thereof in accordance therewith, including the filing of the Assessment Rolls with the Williamson County Tax Assessor/Collector.

SECTION 4. Filing in the Real Property Records. In accordance with Section 372.013(e) of the PID Act, the City Secretary is directed to cause a copy of this Ordinance, including the Annual Service Plan Update to the Service and Assessment Plan for 2026, to be filed with the County Clerk of Williamson County to be recorded in the real property records of Williamson County, not later than the seventh day after the date the City Council adopts this Ordinance approving the Annual Service Plan Update to the Service and Assessment Plan for 2026.

SECTION 5. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 6. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 7. Cumulative Repealer. This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim, or lawsuit which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 8. Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances.

SECTION 9. Adoption. 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 10. Publication Clause. The City Secretary 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 11. 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.

SECTION 12. Proper Notice & Meeting: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, TEXAS, on the 20th day of August 2026, on a vote of ___ AYES to ____ NAYS; ____ ABSTENTIONS.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

CITY OF HUTTO, TEXAS

_____

Mike Snyder, Mayor

ATTEST:

_____

Laura Hallmark, City Secretary

Exhibit A

Durango Farms Public Improvement District 2026 Annual Service Plan Update

HUTTO CO-OP
PUBLIC IMPROVEMENT DISTRICT

2026 ANNUAL SERVICE PLAN UPDATE

AUGUST 20, 2026

INTRODUCTION

Capitalized terms used in this 2026 Annual Service Plan Update shall have the meanings set forth in the 2018 Service and Assessment Plan (the "2018 SAP"), used for the levying of Special Assessments.

The District was created pursuant to Texas Local Government Code Chapter 372 by Resolution No. R-18-06-07-9D on June 7, 2018 by the City Council of the City to finance certain Authorized Improvements for the benefit of the 35.1 acres of property in the PID.

On December 6, 2018, the City Council accepted and approved the 2018 SAP for the PID by adopting Ordinance No. O-18-12-06-9A which approved the levy of Special Assessments for Assessed Property within the PID and the Assessment Roll.

The 2018 SAP identified the Authorized Improvements to be provided by the PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements. The City adopted the Assessment Roll identifying the Special Assessments on each Lot or Parcel within the PID, based on the method of assessment identified in the 2018 SAP.

On July 3, 2019, the City approved the 2019 Annual Service Plan Update for the PID by adopting an ordinance. The 2019 Annual Service Plan Update also updated the Special Assessment Roll for 2019.

On January 21, 2020, the City approved the 2020 Annual Service Plan Update for the PID by adopting Ordinance No. O-2020-033. The 2020 Annual Service Plan Update also updated the Special Assessment Roll for 2020.

On September 2, 2021, the City approved the 2021 Annual Service Plan Update for the PID by adopting Ordinance No. O-2021-050. The 2021 Annual Service Plan Update also updated the Special Assessment Roll for 2021.

On August 18, 2022, the City approved the 2022 Annual Service Plan Update for the PID by adopting Ordinance No. 2022-034. The 2022 Annual Service Plan Update also updated the Special Assessment Roll for 2022.

On August 3, 2023, the City approved the 2023 Annual Service Plan Update for the PID by adopting Ordinance No. O-2023-047. The 2023 Annual Service Plan Update for the PID also updated the Special Assessment Roll for 2023.

On August 15, 2024, the City approved the 2024 Annual Service Plan Update for the PID by adopting Ordinance No. O-2024-044. The 2024 Annual Service Plan Update for the PID also updated the Special Assessment Roll for 2024.

On August 21, 2025, the City approved the 2025 Annual Service Plan Update for the PID by adopting Ordinance No. O-2025-029. The 2025 Annual Service Plan Update for the PID also updated the Special Assessment Roll for 2025

The 2018 SAP identified the Authorized Improvements to be constructed for the benefit of the Assessed Property within the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the PID Act, the 2018 SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2026.

The City Council also adopted each Assessment Roll identifying the Assessments on Parcels of Assessed Property within the District, based on the method of assessment identified in the 2018 SAP. This 2026 Annual Service Plan Update also updates the Assessment Rolls for 2026.

PARCEL SUBDIVISION

The following plats have been recorded in the District:

- The final plat for the Hutto Co-Op District was filed and recorded with the County as document number 2018038896 on May 8, 2018.
- The "Re-subdivision of Lots 4, 5 & 6 of the Co-Op District and Final Plat of a 4.43 Acre Tract" was filed and recorded with the County as document number 2019031148 on April 15, 2019.
- The "Re-subdivision of Lots 6A-4 of the Co-Op District" was filed and recorded with the County as document number 2021006802 on January 13, 2021.
- The "Resubdivision of Lots 4A, 4B, 4E & 5A of the Resubdivision of Lots 4A, 4B, 5A & 6A of the Resubdivision of Lots 4, 5 & 6 of the Co-Op District and Final Plat of a 4.43 Acre Tract" was filed and recorded with the County as document number 2024002349 on January 10, 2024.
- The "Resubdivision of Lot 7 of the Co-Op District, Lot 6A-1 of the Resubdivision of Lots 4A, 4B, 5A & 6A of the Resubdivision of Lots 4, 5 & 6 of the Co-Op District and Final Plat of a 4.43 Acre Tract, and Lots 8 & 9 of the Resubdivision of Lots 4, 5 & 6 of the Co-Op District and Final Plat of a 4.43 Acre Tract" was filed and recorded with the County as document number 2024014340 on February 26, 2024.

DEVELOPMENT STATUS

Updated ownership and development information for Assessments securing PID Bonds may be available through continuing disclosure filings accessible via the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") by searching for the District. Per the quarterly report dated March 31, 2026 as filed on "EMMA", ten leases have been issued within the PID, as shown below.

Executed Leases as of March 31, 2026					
Lot #	**Property Type**	**SqFt**	**Term Price/SqFt**		
6A-2	Restaurant	3,500	$	16.00	*[a]*
4B	Restaurant	5,500	$	18.63	*[b]*
6A-4 Resub, Lot 1	Restaurant	6,000	$	30.00	*[c]*
6A-4 Resub, Lot 2	Retail	2,200	$	22.67	*[d]*
6A-4 Resub, Lot 2	Retail	3,000	$	36.00	*[e]*
7A	Restaurant	7,000	$	30.00	*[f]*
7D	Office	31,491	$	36.50	*[g]*
6A-4 Resub, Lot 2	Retail	1,500	$	39.00	*[h]*
6A-4 Resub, Lot 2	Optometrist	1,706	$	37.00	*[i]*
Lot 7B	Restaurant	1,288	$	37.00	*[j]*

[a] Reflects year 1 at $32.00/SqFt with 6 months free rent.
[b] Reflects year 1 at $37.27/SqFt with 6 months free rent, which began in November 2020.
[c] For the entire 6,000 SqFt at $30.00/SqFt with no free rent allowance.
[d] For 2,200 SqFt of the 11,995 SqFt. The lease is for $34.00 per/SqFt with 4 months free rent.
[e] For 3,000 SqFt of the 11,995 SqFt. The lease is for $36.00 per/SqFt with no free rent allowance.
[f] For 7,000 SqFt of Building #13. The lease is for $37.00 per/SqFt with 3 months free rent.
[g] For 31,491 SqFt of the 68,000 SqFt. The lease is for $36.50 per/SqFt with no free rent allowance and is for floors 2 and 3 of a 4 story building.
[h] For 1,500 SqFt of the 11,995 SqFt. The lease is for $39.00 per/SqFt with no free rent allowance.
[i] For 1,706 SqFt of the 11,995 SqFt. The lease is for $30.00 per/SqFt with no free rent allowance.
[j] For 1,288 SqFt of Building #12. The lease is for $37.00 per/SqFt with no free rent allowance.

On May 6, 2022, a construction loan with Independent Financial in the amount of $6,800,000 and a permanent loan with Independent Financial in the amount of $2,317,000 was closed by 79 Alpha District Development, LLC, an entity 100% owned by 420 US 79, Ltd. The vertical construction loan covers three (3) buildings within the district. The three (3) buildings covered in the loan commitment are Buildings 1A, 1B, and 3/4, comprising 21,495 square feet of vertical construction. The permanent loan is for Building 5, comprising 5,500 square feet of completed construction.

The closing of the construction loan and the permanent loan required the payoff of the existing construction loan with Broadway Bank. 79 Alpha received a full release of lien on all parcels from

Broadway Bank, as a result of the payoff. The Independent Financial construction loan is secured by a First Lien Deed of Trust on Lot 6A-2 of the Resubdivision of Lots 4A, 4B, 5A & 6A of the Resubdivision of Lots 4, 5 & 6 of the Co-Op District and Final Plat of a 4.43 acre tract and Lots 1 & 2 of the Resubdivision of Lot 6A-4 of the Co-Op District. The Independent Financial permanent loan is secured by a First Lien Deed of Trust on Lot 4B of the Resubdivision of Lots 4A, 4B, 5A & 6A of the Resubdivision of Lots 4, 5 & 6of the Co-Op District and Final Plat of a 4.43 acre tract.

As of March 31, 2026, there is an approximate balance of $1,959,455 on the permanent loan and $6,574,245 on the construction loan.

Status of Vertical Construction

Lot #	Building #	Planned Building SqFt [a]	Estimated Completion Date [a]
6A-2	1A	3,491	Complete
6A-4	1B[c]	6,328	Complete
6A-4	2	2,700	TBD
6A-4	3[b][c]	6,000	Complete
6A-4	4[b][c]	5,995	Complete
4B	5	5,500	Complete
6A-6	6	20,000	TBD
4E-1	7	33,000	TBD
5A-1	8	5,850	N/A
4A-1	9		TBD
4A-1	10	182,400	TBD
4A-1	11		TBD
7D	12	66,000	Temp C.O.
7A	13	7,000	Complete
7A	13B	5,065	TBD
7C	14	27,000	TBD
3	15	39,000	TBD
Church	16	167,400	TBD
Church	17	-	TBD
9A	18	244,360	TBD
8	19	-	TBD
Total		**827,089**	

[a] As of 3/31/2026.
[b] These two buildings have been combined into one building.
[c] The Developer has completed the shell building. The Tenants are responsible for interior fit and finish.

AUTHORIZED IMPROVEMENTS

A summary of the Authorized Improvements, including the original estimated costs of the Authorized Improvements and allocation of such costs, is provided in the 2018 SAP. The Authorized Improvements and estimated costs as described in the 2018 SAP are for Assessment purposes and do not represent a guarantee of construction timing or Actual Costs.

Information regarding the status of Authorized Improvements, including construction progress, estimated completion timing, and budget information, including any updates to the original estimates of costs, may be available through continuing disclosure filings accessible via EMMA by searching for the District. Such information may be updated from time to time.

OUTSTANDING SPECIAL ASSESSMENT

The District has an outstanding Assessment of $16,389,522.37.

Information for Assessments securing PID Bonds may be available through continuing disclosure filings accessible via EMMA website by searching for the District. For Assessments securing reimbursement obligations to the Developer, the summary of current construction status within the property securing such Assessment is based on information provided by the Developer and other publicly available records. A debt service schedule is attached as **Exhibit B-1** and **Exhibit B-2**.

TIRZ ANNUAL CREDIT

The TIRZ No. 1 Annual Credit Amount shall only be applied, as further described in the 2018 SAP.

The TIRZ No. 1 Annual Credit Amount by Parcel is included in the corresponding Assessment Roll attached hereto as **Exhibit A.**

ANNUAL INSTALLMENT DUE 1/31/2027

- ***Principal and Interest*** – The total principal and interest required for the Annual Installment is shown below.
    - ***TIRZ Credit*** – The total principal and interest credit from the TIRZ No. 1 Fund for the Annual Installment is calculated on a per lot basis as shown in the Assessment Roll.

Due January 31, 2027		
Co-Op PID		
Principal	$	247,725.55
Interest	$	1,067,010.92
TIRZ No. 1 Annual Credit Amount	$	(133,937.36)
Administrative Expenses	$	49,825.57
Total Annual Installment	**$**	**1,230,624.68**

- ***Administrative Expenses*** – The cost of administering the District shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Administrative Expenses budgeted for the Annual Installment is shown below.

Administrative Expenses Breakdown		
PID Administrator	$	34,460.57
City Auditor	$	2,500.00
Filing Fees	$	1,000.00
County Collection	$	1,000.00
PID Trustee Fees	$	2,500.00
Dissemination Agent	$	500.00
Public Finance Authority	$	5,220.00
P3Works Developer/Issuer CDA Review	$	2,645.00
Total Administrative Expenses	**$**	**49,825.57**

PREPAYMENT OF ASSESSMENTS

Information regarding any full or partial Prepayments of the Assessments are reflected in the corresponding Assessment Roll.

SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the Authorized Improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years, and is included below:

Co-Op PID						
Annual Installment Due		**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**	**1/31/2031**
Principal		$ 247,725.55	$ 262,589.08	$ 277,452.62	$ 297,270.66	$ 317,088.70
Interest		$ 1,067,010.92	$ 1,050,908.76	$ 1,033,840.47	$ 1,015,806.05	$ 996,483.46
TIRZ No. 1 Annual Credit Amount [a]		$ (133,937.36)	$ (133,920.47)	$ (133,890.41)	$ (133,914.73)	$ (133,921.49)
	(1)	$ 1,180,799.11	$ 1,179,577.37	$ 1,177,402.67	$ 1,179,161.98	$ 1,179,650.67
Administrative Expenses [b]	(2)	$ 49,825.57	$ 50,822.08	$ 51,838.52	$ 52,875.29	$ 53,932.80
Total Annual Installment	**(3) = (1) + (2)**	**$ 1,230,624.68**	**$ 1,230,399.45**	**$ 1,229,241.20**	**$ 1,232,037.27**	**$ 1,233,583.47**

[a] The TIRZ No. 1 Revenue generated by the Assessed Property for the previous Tax Year shall be applied on a Parcel by Parcel basis to reduce the principal required for the Annual Installment due January 31, 2027. The TIRZ No. 1 Annual Credit Amount shall be updated each year in the Annual Service Plan Update as TIRZ No. 1 Revenue is generated.
[b] Preliminary estimate. Administrative Expenses will be determined annually with each Annual Service Plan Update.

ASSESSMENT ROLL

The list of current Parcels or Lots within the District, the corresponding total Assessments, and current Annual Installment are shown on the corresponding Assessment Roll attached hereto as **Exhibit A**. The Annual Installment due on each Parcel or Lot may be updated to reflect prepayments and/or redemptions paid prior to the Annual Installment being billed to the owner of the Parcel or Lot. The Parcels or Lots of Assessed Property shown on the corresponding Assessment Roll will receive the bills for the 2026 Annual Installments which will be delinquent if not paid by January 31, 2027. The Parcel IDs shown within an Assessment Roll are subject to change based on the final certified rolls provided by the County prior to billing.

See **Exhibit D** for the Buyer Disclosures for each Assessed Property within the PID.

ADDITIONAL INFORMATION

If the owner of a Parcel claims that an error has been made in any Assessment Roll required by the 2018 SAP, a prior Annual Service Plan Update, or this 2026 Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator (at admin@p3-works.com) by December 1st of the year in connection with the approval of such year's Annual Service Plan Update. Otherwise, the owner shall be deemed to

have unconditionally approved and accepted the Annual Service Plan Update. The Administrator shall provide a written response to the City Council and the owner not later than 30 days after receipt of such written notice of error by the Administrator. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and, not later than 30 days after closing such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this 2026 Annual Service Plan Update, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council shall be final and binding on the owner and the Administrator.

EXHIBIT A – ASSESSMENT ROLL

						Co-Op PID			
Property ID	Lot #	Building #	Legal Description	Previously Projected Building SqFt [a]	Projected Building SqFt [a]	Outstanding Special Assessment	Gross Annual Installment	TIRZ No. 1 Annual Credit	Net Annual Installment due 1/31/27
R590418	6A-2	1A	S12194 - CO-OP DISTRICT (LTS 4A&4B&5A&6A&4.43 TR RESUB), Lot 6A-2, ACRES 0.813	3,491	3,491	$ 85,546.45	$ 7,122.44	$ (6,862.37)	$ 260.07
R606393	6A-4 Resub, Lot 1	1B	S12507 - CO-OP DISTRICT (LT 6A-4 RESUB), Lot 1, ACRES 0.8678	6,328	6,328	$ 155,066.73	$ 12,910.58	$ (11,538.45)	$ 1,372.12
R606394	6A-4 Resub, Lot 2	2, 3, 4	S12507 - CO-OP DISTRICT (LT 6A-4 RESUB), Lot 2, ACRES 1.5729	23,955	14,695	$ 587,013.81	$ 48,873.71	$ (36,389.27)	$ 12,484.44
R606395	6A-4 Resub, Lot 3	Non Benefitted	S12507 - CO-OP DISTRICT (LT 6A-4 RESUB), Lot 3, ACRES 0.2999	-	-	$ -	$ -	$ -	$ -
R658919	4B-1	5	S13415 - CO-OP DIST(RESUB LOTS 4A&B&E&5A OF 4A-6A RESUB), Lot 4B-1 (PT), ACRES 1.2573	5,500	5,500	$ 137,937.83	$ 11,484.45	$ (11,065.11)	$ 419.34
R659938	7D	12	S13448 - CO-OP DISTRICT(RESUB OF LT 7&6A1,A RESUB OF LT 4-6), Lot 7D, ACRES 1.2843	66,000	66,000	$ 1,154,828.36	$ 96,148.92	$ (8,456.35)	$ 87,692.57
R659934	6A-6	6	S13448 - CO-OP DISTRICT(RESUB OF LT 7&6A1,A RESUB OF LT 4-6), Lot 6A-6, ACRES 0.4771	20,000	20,000	$ 349,947.99	$ 29,136.04	$ (3,141.42)	$ 25,994.62
R658921	4E-1	7	S13415 - CO-OP DIST(RESUB LOTS 4A&B&E&5A OF 4A-6A RESUB), Lot 4E-1 (PT), ACRES 0.8027	33,000	33,000	$ 827,626.99	$ 68,906.73	$ (3,246.15)	$ 65,660.58
R658922	5A-1	8	S13415 - CO-OP DIST(RESUB LOTS 4A&B&E&5A OF 4A-6A RESUB), Lot 5A-1, ACRES 0.4353	-	5,850 [b]	$ -	$ -	$ -	$ -
R658917	4A-1	9, 10, 11	S13415 - CO-OP DIST(RESUB LOTS 4A&B&E&5A OF 4A-6A RESUB), Lot 4A-1, ACRES 3.1743	225,000	182,400	$ 5,316,876.42	$ 442,673.53	$ (10,131.95)	$ 432,541.58
R659935	7A	13,13B	S13448 - CO-OP DISTRICT(RESUB OF LT 7&6A1,A RESUB OF LT 4-6), Lot 7A, ACRES 0.8582	75,000	12,065 [c]	$ 1,897,155.77	$ 157,953.76	$ (3,839.24)	$ 154,114.52
R659937	7C	14	S13448 - CO-OP DISTRICT(RESUB OF LT 7&6A1,A RESUB OF LT 4-6), Lot 7C, ACRES 0.4011	36,000	27,000 [c]	$ 886,680.47	$ 73,823.41	$ (1,794.36)	$ 72,029.06
R571095	3	15	S11726 - CO-OP DISTRICT, Lot 3, ACRES 0.9709	39,000	39,000	$ 802,547.38	$ 66,818.65	$ (4,120.47)	$ 62,698.18
R021442	Church	16	S4404 - Railroad, BLOCK 9, Lot 5 (PT), ACRES 0.4641, & LOT 6		[d]	$ 720,955.27	$ 60,025.43	$ (3,702.57)	$ 56,322.86
R577611	Church	16	S10983 - RAILROAD ADD (BLK 9 LTS 1-4,5 S PT & 7 AMD), BLOCK 9, Lot 1A (PT), ACRES 1.4901, & (S4404) RAILROAD BLK 9, LT 2-5 (PTS) & LT 7 (PT) & PT ALLEY	124,000	167,400 [d]	$ 2,388,915.84	$ 198,896.82	$ (10,484.31)	$ 188,412.51
R659939	9A	18	S13448 - CO-OP DISTRICT(RESUB OF LT 7&6A1,A RESUB OF LT 4-6), Lot 9A (PT), ACRES 3.6619	39,000	244,360	$ 978,104.62	$ 81,435.22	$ (14,862.98)	$ 66,572.24
R659940	9A	18	S13448 - CO-OP DISTRICT(RESUB OF LT 7&6A1,A RESUB OF LT 4-6), Lot 9-A (PT), ACRES 1.06	4,000		$ 100,318.42	$ 8,352.33	$ (4,302.35)	$ 4,049.98
R660867	1B	17 (City Hall)	S13462 - THE CO-OP DISTRICT (LOT 1 RESUB), Lot 1B, ACRES 2.0028	-	-	$ -	$ -	$ -	$ -
R571094	2	Non Benefitted	S11726 - CO-OP DISTRICT, Lot 2, ACRES 0.5231	-	-	$ -	$ -	$ -	$ -
R577612	Church	Non Benefitted	(S4404) RAILROAD BLK 9, LT 2-5 (PTS) & LT 7 (PT) & PT ALLEY	-	-	$ -	$ -	$ -	$ -
R590419	6A-3	Non Benefitted	S12194 - CO-OP DISTRICT (LTS 4A&4B&5A&6A&4.43 TR RESUB), Lot 6A-3, ACRES 0.3027	-	-	$ -	$ -	$ -	$ -
R590425	4C	Non Benefitted	S12194 - CO-OP DISTRICT (LTS 4A&4B&5A&6A&4.43 TR RESUB), Lot 4C, ACRES 0.0835	-	-	$ -	$ -	$ -	$ -
R590426	4D	Non Benefitted	S12194 - CO-OP DISTRICT (LTS 4A&4B&5A&6A&4.43 TR RESUB), Lot 4D, ACRES 0.1153	-	-	$ -	$ -	$ -	$ -
R658918	4B-1	Non Benefitted	S13415 - CO-OP DIST(RESUB LOTS 4A&B&E&5A OF 4A-6A RESUB), Lot 4B-1 (PT), ACRES 0.0568	-	-	$ -	$ -	$ -	$ -
R659932	6A-5	Non Benefitted	S13448 - CO-OP DISTRICT(RESUB OF LT 7&6A1,A RESUB OF LT 4-6), Lot 6A-5 (PT), ACRES 6.496	-	-	$ -	$ -	$ -	$ -
R658920	4.00E-01	Non Benefitted	S13415 - CO-OP DIST(RESUB LOTS 4A&B&E&5A OF 4A-6A RESUB), Lot 4E-1 (PT), ACRES 0.0491	-	-	$ -	$ -	$ -	$ -
R659936	7B	Non Benefitted	S13448 - CO-OP DISTRICT(RESUB OF LT 7&6A1,A RESUB OF LT 4-6), Lot 7B, ACRES 0.9	-	-	$ -	$ -	$ -	$ -
R659933	6A-5	Non Benefitted	S13448 - CO-OP DISTRICT(RESUB OF LT 7&6A1,A RESUB OF LT 4-6), Lot 6A-5 (PT), ACRES 0.205	-	-	$ -	$ -	$ -	$ -
R660866	1A	Non Benefitted	S13462 - THE CO-OP DISTRICT (LOT 1 RESUB), Lot 1A, ACRES 1.3648, (OPEN SPACE)	-	-	$ -	$ -	$ -	$ -
Total[e]				**700,274**	**827,089**	**$ 16,389,522.37**	**$ 1,364,562.04**	**$(133,937.36)**	**$ 1,230,624.68**

[a] Until an Amended and Restated Service and Assessment Plan is approved to reallocate Assessments based on the current projected land use, Assessments will not be reallocated due to changes in building square footage from the allocations shown in the 2024 Annual Service Plan Update.

[b] Prepaid in full

[c] Allocated pro rata based on acreage for billing purposes. The total Assessment on Buildings 13, 13B and 14 is $2,783,836.24.

[d] Allocated pro rata based on acreage for billing purposes. The total Assessment on the Church Property is $3,109,871.11. On June 2, 2021 the Church Property was transferred to 420 US 79 Ltd.

[e] The Annual Installment due on each Parcel or Lot may be updated to reflect prepayments and/or redemptions paid prior to the Annual Installment being billed to the owner of the Parcel or Lot.

Note: Totals may not sum due to rounding and may not match outstanding Assessment shown in City and Corporation Interlocal Agreement due to prepayment of Assessment.

EXHIBIT B-1 – ORIGINAL CITY AND CORPORATION INTERLOCAL AGREEMENT DEBT SERVICE SCHEDULE

Installment Payment Date	Installment Payment Due
3/15/2019	$ 21,750.00
9/15/2019	$ 21,750.00
3/15/2020	$ 21,750.00
9/15/2020	$ 21,750.00
3/15/2021	$ 324,307.64
9/15/2021	$ 566,353.75
3/15/2022	$ 566,353.75
9/15/2022	$ 566,353.75
3/15/2023	$ 566,353.75
9/15/2023	$ 761,353.75
3/15/2024	$ 560,016.25
9/15/2024	$ 770,016.25
3/15/2025	$ 553,191.25
9/15/2025	$ 773,191.25
3/15/2026	$ 546,041.25
9/15/2026	$ 781,041.25
3/15/2027	$ 538,403.75
9/15/2027	$ 788,403.75
3/15/2028	$ 530,278.75
9/15/2028	$ 795,278.75
3/15/2029	$ 521,666.25
9/15/2029	$ 801,666.25
3/15/2030	$ 512,566.25
9/15/2030	$ 812,566.25
3/15/2031	$ 502,816.25
9/15/2031	$ 822,816.25
3/15/2032	$ 492,416.25
9/15/2032	$ 832,416.25
3/15/2033	$ 481,366.25
9/15/2033	$ 841,366.25
3/15/2034	$ 469,666.25
9/15/2034	$ 849,666.25
3/15/2035	$ 457,316.25
9/15/2035	$ 862,316.25
3/15/2036	$ 444,153.75
9/15/2036	$ 874,153.75
3/15/2037	$ 430,178.75
9/15/2037	$ 890,178.75
3/15/2038	$ 415,228.75
9/15/2038	$ 900,228.75
3/15/2039	$ 399,466.25
9/15/2039	$ 914,466.25
3/15/2040	$ 382,728.75
9/15/2040	$ 932,728.75
3/15/2041	$ 364,853.75
9/15/2041	$ 949,853.75
3/15/2042	$ 345,841.25
9/15/2042	$ 965,841.25
3/15/2043	$ 325,691.25
9/15/2043	$ 985,691.25
3/15/2044	$ 304,241.25
9/15/2044	$ 1,004,241.25
3/15/2045	$ 281,491.25
9/15/2045	$ 1,026,491.25
3/15/2046	$ 257,278.75
9/15/2046	$ 1,047,278.75
3/15/2047	$ 231,603.75
9/15/2047	$ 1,071,603.75
3/15/2048	$ 204,303.75
9/15/2048	$ 1,094,303.75
3/15/2049	$ 175,378.75
9/15/2049	$ 1,125,378.75
3/15/2050	$ 144,503.75
9/15/2050	$ 1,149,503.75
3/15/2051	$ 111,841.25
9/15/2051	$ 1,186,841.25
3/15/2052	$ 76,635.00
9/15/2052	$ 1,216,635.00
3/15/2053	$ 39,300.00
9/15/2053	$ 1,239,300.00
	$ 42,844,006.39

EXHIBIT B-2 – CURRENT DEBT SERVICE SCHEDULE NET OF PREPAYMENTS RECEIVED

Installments Due 1/31	Principal [a]	Interest [a]	Annual Installment
2027	$ 247,726	$ 1,067,011	$ 1,314,736
2028	$ 262,589	$ 1,050,909	$ 1,313,498
2029	$ 277,453	$ 1,033,840	$ 1,311,293
2030	$ 297,271	$ 1,015,806	$ 1,313,077
2031	$ 317,089	$ 996,483	$ 1,313,572
2032	$ 336,907	$ 975,873	$ 1,312,779
2033	$ 356,725	$ 953,974	$ 1,310,699
2034	$ 376,543	$ 930,787	$ 1,307,329
2035	$ 401,315	$ 906,311	$ 1,307,627
2036	$ 426,088	$ 880,226	$ 1,306,314
2037	$ 455,815	$ 852,530	$ 1,308,345
2038	$ 480,588	$ 822,902	$ 1,303,490
2039	$ 510,315	$ 791,664	$ 1,301,979
2040	$ 544,996	$ 758,494	$ 1,303,490
2041	$ 579,678	$ 723,069	$ 1,302,747
2042	$ 614,359	$ 685,390	$ 1,299,749
2043	$ 653,995	$ 645,456	$ 1,299,452
2044	$ 693,632	$ 602,947	$ 1,296,578
2045	$ 738,222	$ 557,861	$ 1,296,083
2046	$ 782,813	$ 509,876	$ 1,292,689
2047	$ 832,358	$ 458,993	$ 1,291,351
2048	$ 881,903	$ 404,890	$ 1,286,793
2049	$ 941,357	$ 347,566	$ 1,288,923
2050	$ 995,857	$ 286,378	$ 1,282,235
2051	$ 1,065,220	$ 221,647	$ 1,286,867
2052	$ 1,129,629	$ 151,876	$ 1,281,504
2053	$ 1,189,083	$ 77,885	$ 1,266,968
Total	**$ 16,389,522**	**$ 18,710,644**	**$ 35,100,166**

[a] Per the Initial City and Corporation Interlocal Agreement Installment Schedule net of Prepayments received. Principal amounts derived from the LOM net of Prepayments received.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates.

EXHIBIT C – TIRZ CREDIT

Property ID		Acres	2018 Base Value [a]	2025 Taxable Value	City Tax Rate	City Contribution Rate	County Tax Rate	County Contribution Rate	City Tax Increment	County Tax Increment	EDC Sales Tax Increment	City Retainage @ 2.5% [b]	TIRZ Credit [c]	Remaining TIRZ Revenue
R590418		0.81300	$ 13,108.51	$ 1,583,504	0.385928	60%	0.369447	50%	$ 3,636.36	$ 2,900.89	$ 3,203.05	$ -	6,862.37	2,877.93
R606393		0.86780	$ 13,992.09	$ 1,874,800	0.385928	60%	0.369447	50%	$ 4,308.83	$ 3,437.35	$ 3,792.28	$ -	11,538.45	-
R606394		1.57290	$ 25,360.86	$ 5,900,000	0.385928	60%	0.369447	50%	$ 13,603.13	$ 10,851.84	$ 11,934.31	$ -	36,389.27	-
R606395	[d]	0.29990	N/A											
R658919		1.25730	$ 20,272.24	$ 2,212,663	0.385928	60%	0.369447	50%	$ 5,076.63	$ 4,049.86	$ 4,475.69	$ -	11,065.11	2,537.07
R659938		1.28430	$ 20,707.58	$ 1,381,046	0.385928	60%	0.369447	50%	$ 3,149.96	$ 2,512.86	$ 2,793.53	$ -	8,456.35	-
R659934		0.47710	$ 7,692.58	$ 513,040	0.385928	60%	0.369447	50%	$ 1,170.17	$ 933.50	$ 1,037.76	$ -	3,141.42	-
R658921		0.80270	$ 12,942.44	$ 533,504	0.385928	60%	0.369447	50%	$ 1,205.40	$ 961.60	$ 1,079.15	$ -	3,246.15	-
R658922	[e]	0.43530	$ 7,018.62	$ 1,332,674	0.385928	60%	0.369447	50%	$ 3,069.65	$ 2,448.80	$ 2,695.68	$ -	-	8,214.13
R658917		3.17430	$ 51,181.24	$ 1,672,443	0.385928	60%	0.369447	50%	$ 3,754.14	$ 2,994.85	$ 3,382.96	$ -	10,131.95	-
R659935		0.85820	$ 13,837.30	$ 629,990	0.385928	60%	0.369447	50%	$ 1,426.74	$ 1,138.18	$ 1,274.32	$ -	3,839.24	-
R659937		0.40110	$ 6,467.19	$ 294,440	0.385928	60%	0.369447	50%	$ 666.82	$ 531.95	$ 595.58	$ -	1,794.36	-
R571095		0.97090	$ 15,654.43	$ 676,678	0.385928	60%	0.369447	50%	$ 1,530.65	$ 1,221.07	$ 1,368.76	$ -	4,120.47	-
R021442		0.44970	$ 7,250.80	$ 603,462	0.385928	60%	0.369447	50%	$ 1,380.57	$ 1,101.34	$ 1,220.66	$ -	3,702.57	-
R577611		0.46410	$ 7,482.98	$ 1,700,000	0.385928	60%	0.369447	50%	$ 3,919.14	$ 3,126.48	$ 3,438.70	$ -	10,484.31	-
R659939		3.66190	$ 59,043.12	$ 2,442,584	0.385928	60%	0.369447	50%	$ 5,519.25	$ 4,402.96	$ 4,940.77	$ -	14,862.98	-
R659940		1.06000	$ 17,091.05	$ 707,048	0.385928	60%	0.369447	50%	$ 1,597.64	$ 1,274.51	$ 1,430.19	$ -	4,302.35	-
R460519	[f]	2.81400	N/A											-
R660867	[d]	2.00280	N/A											
R571094	[d]	0.52310	N/A											-
R577612	[d]	0.02520	N/A											-
R590419	[d]	0.30270	N/A											-
R590425	[d]	0.08350	N/A											-
R590426	[d]	0.11530	N/A											-
R658918	[d]	0.05680	N/A											-
R659932	[d]	6.49600	N/A											-
R658920	[d]	0.04910	N/A											-
R659936	[d]	0.90000	N/A											-
R659933	[d]	0.20500	N/A											-
R660866	[d]	1.36480	N/A											-
Total		**32.4240**	**$ 299,103**	**$ 24,057,876**					**$ 55,015.05**	**$ 43,888.04**	**$ 48,663.40**	**$ -**	**$ 133,937.36**	**$ 13,629.13**

[a] The only parcels in 2018 that were not exempt from property taxes and therefore have a base value were R021438, R460519, and R086650. R460519 is not in the PID boundary and is therefore is not eligible for a TIRZ credit. The $299,103 base value was allocated pro rata based on acreage over the new non exempt parcel IDs that are eligible for a TIRZ Credit.
[b] A site development permit for parking garage #1 has approved by the City so no additional retainage of the TIRZ credit is required.
[c] TIRZ credit cannot exceed sum of principal and interest due.
[d] Parcel is Non-Benefitted Property and is therefore not eligible for a TIRZ Credit.
[e] Parcel has prepaid Assessment in full and is therefore no longer eligible for a TIRZ credit.
[f] This parcel is not in the PID and therefore is not eligible for a TIRZ Credit.

EXHIBIT D – BUYER DISCLOSURES

Buyer Disclosures for the following Parcels are found in this Exhibit:

- Parcel R590418
- Parcel R606393
- Parcel R606394
- Parcel R658919
- Parcel R659938
- Parcel R659934
- Parcel R658921
- Parcel R658917
- Buildings 13, 13B, 14 (R659935 + R659937)
- Parcel R571095
- Church Parcel (R021442 + R577611)
- Building 18 (R659939 + R659940)

PARCEL R590418 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

CITY OF HUTTO, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

STREET ADDRESS

PARCEL R590418 PRINCIPAL ASSESSMENT: $85,546.45

As the purchaser of the real property described above, you are obligated to pay assessments to City of Hutto, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Co-Op Creek Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Hutto. The exact amount of each annual installment will be approved each year by the Hutto City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Hutto.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - PARCEL R590418

Installments Due 1/31	Principal	Interest [a]	Administrative Expenses [b]	TIRZ Credit [b]	Annual Installment
2027	$ 1,293.02	$ 5,569.35	$ 260.07	$ (6,862.37)	$ 260.07
2028	$ 1,370.61	$ 5,485.30	$ 265.27	$ (6,855.91)	$ 265.27
2029	$ 1,448.19	$ 5,396.21	$ 270.58	$ (6,844.40)	$ 270.58
2030	$ 1,551.63	$ 5,302.08	$ 275.99	$ (6,853.71)	$ 275.99
2031	$ 1,655.07	$ 5,201.23	$ 281.51	$ (6,856.30)	$ 281.51
2032	$ 1,758.51	$ 5,093.65	$ 287.14	$ (6,852.16)	$ 287.14
2033	$ 1,861.95	$ 4,979.34	$ 292.88	$ (6,841.30)	$ 292.88
2034	$ 1,965.40	$ 4,858.32	$ 298.74	$ (6,823.71)	$ 298.74
2035	$ 2,094.70	$ 4,730.57	$ 304.71	$ (6,825.26)	$ 304.71
2036	$ 2,224.00	$ 4,594.41	$ 310.81	$ (6,818.41)	$ 310.81
2037	$ 2,379.16	$ 4,449.85	$ 317.02	$ (6,829.01)	$ 317.02
2038	$ 2,508.47	$ 4,295.21	$ 323.36	$ (6,803.67)	$ 323.36
2039	$ 2,663.63	$ 4,132.15	$ 329.83	$ (6,795.78)	$ 329.83
2040	$ 2,844.65	$ 3,959.02	$ 336.43	$ (6,803.67)	$ 336.43
2041	$ 3,025.68	$ 3,774.12	$ 343.16	$ (6,799.79)	$ 343.16
2042	$ 3,206.70	$ 3,577.45	$ 350.02	$ (6,784.15)	$ 350.02
2043	$ 3,413.58	$ 3,369.01	$ 357.02	$ (6,782.59)	$ 357.02
2044	$ 3,620.47	$ 3,147.13	$ 364.16	$ (6,767.60)	$ 364.16
2045	$ 3,853.21	$ 2,911.80	$ 371.44	$ (6,765.01)	$ 371.44
2046	$ 4,085.96	$ 2,661.34	$ 378.87	$ (6,747.30)	$ 378.87
2047	$ 4,344.56	$ 2,395.75	$ 386.45	$ (6,740.31)	$ 386.45
2048	$ 4,603.16	$ 2,113.36	$ 394.18	$ (6,716.52)	$ 394.18
2049	$ 4,913.49	$ 1,814.15	$ 402.06	$ (6,727.64)	$ 402.06
2050	$ 5,197.96	$ 1,494.77	$ 410.10	$ (6,692.73)	$ 410.10
2051	$ 5,560.00	$ 1,156.91	$ 418.30	$ (6,716.91)	$ 418.30
2052	$ 5,896.19	$ 792.73	$ 426.67	$ (6,688.92)	$ 426.67
2053	$ 6,206.51	$ 406.53	$ 435.20	$ (6,613.04)	$ 435.20
Total	**$ 85,546.45**	**$ 97,661.73**	**$ 9,191.95**	**$ (183,208.18)**	**$ 9,191.95**

[a] Per the Initial City and Corporation Interlocal Agreement Installment Schedule. Principal amounts derived from the LOM.

[b] Preliminary estimate, actual Administrative Expenses and TIRZ Credit will be determined annually in Annual Service Plan Update. TIRZ Credit cannot exceed sum of principal and interest due.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates.

PARCEL R606393 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
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_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

CITY OF HUTTO, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

STREET ADDRESS

PARCEL R606393 PRINCIPAL ASSESSMENT: $155,066.73

As the purchaser of the real property described above, you are obligated to pay assessments to City of Hutto, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Co-Op Creek Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Hutto. The exact amount of each annual installment will be approved each year by the Hutto City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Hutto.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - PARCEL R606393

Installments Due 1/31	Principal	Interest [a]	Administrative Expenses [b]	TIRZ Credit [b]	Annual Installment
2027	$ 2,343.81	$ 10,095.35	$ 471.42	$ (11,538.45)	$ 1,372.12
2028	$ 2,484.44	$ 9,943.00	$ 480.84	$ (11,538.45)	$ 1,369.83
2029	$ 2,625.07	$ 9,781.51	$ 490.46	$ (11,538.45)	$ 1,358.59
2030	$ 2,812.58	$ 9,610.88	$ 500.27	$ (11,538.45)	$ 1,385.27
2031	$ 3,000.08	$ 9,428.06	$ 510.28	$ (11,538.45)	$ 1,399.97
2032	$ 3,187.59	$ 9,233.06	$ 520.48	$ (11,538.45)	$ 1,402.67
2033	$ 3,375.09	$ 9,025.86	$ 530.89	$ (11,538.45)	$ 1,393.39
2034	$ 3,562.60	$ 8,806.48	$ 541.51	$ (11,538.45)	$ 1,372.13
2035	$ 3,796.98	$ 8,574.91	$ 552.34	$ (11,538.45)	$ 1,385.78
2036	$ 4,031.36	$ 8,328.11	$ 563.39	$ (11,538.45)	$ 1,384.40
2037	$ 4,312.62	$ 8,066.07	$ 574.65	$ (11,538.45)	$ 1,414.89
2038	$ 4,547.00	$ 7,785.75	$ 586.15	$ (11,538.45)	$ 1,380.44
2039	$ 4,828.26	$ 7,490.20	$ 597.87	$ (11,538.45)	$ 1,377.87
2040	$ 5,156.39	$ 7,176.36	$ 609.83	$ (11,538.45)	$ 1,404.12
2041	$ 5,484.52	$ 6,841.19	$ 622.02	$ (11,538.45)	$ 1,409.29
2042	$ 5,812.66	$ 6,484.70	$ 634.46	$ (11,538.45)	$ 1,393.37
2043	$ 6,187.67	$ 6,106.88	$ 647.15	$ (11,538.45)	$ 1,403.25
2044	$ 6,562.68	$ 5,704.68	$ 660.10	$ (11,538.45)	$ 1,389.00
2045	$ 6,984.57	$ 5,278.10	$ 673.30	$ (11,538.45)	$ 1,397.51
2046	$ 7,406.45	$ 4,824.11	$ 686.76	$ (11,538.45)	$ 1,378.87
2047	$ 7,875.21	$ 4,342.69	$ 700.50	$ (11,538.45)	$ 1,379.95
2048	$ 8,343.98	$ 3,830.80	$ 714.51	$ (11,538.45)	$ 1,350.83
2049	$ 8,906.49	$ 3,288.44	$ 728.80	$ (11,538.45)	$ 1,385.28
2050	$ 9,422.13	$ 2,709.52	$ 743.38	$ (11,538.45)	$ 1,336.57
2051	$ 10,078.40	$ 2,097.08	$ 758.24	$ (11,538.45)	$ 1,395.27
2052	$ 10,687.79	$ 1,436.95	$ 773.41	$ (11,538.45)	$ 1,359.69
2053	$ 11,250.31	$ 736.90	$ 788.88	$ (11,538.45)	$ 1,237.62
Total	**$ 155,066.73**	**$ 177,027.63**	**$ 16,661.89**	**$ (311,538.27)**	**$ 37,217.98**

[a] Per the Initial City and Corporation Interlocal Agreement Installment Schedule. Principal amounts derived from the LOM.

[b] Preliminary estimate, actual Administrative Expenses and TIRZ Credit will be determined annually in Annual Service Plan Update. TIRZ Credit cannot exceed sum of principal and interest due.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates.

PARCEL R606394 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

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_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

CITY OF HUTTO, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

STREET ADDRESS

PARCEL R606394 PRINCIPAL ASSESSMENT: $587,013.81

As the purchaser of the real property described above, you are obligated to pay assessments to City of Hutto, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Co-Op Creek Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Hutto. The exact amount of each annual installment will be approved each year by the Hutto City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Hutto.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - PARCEL R606394

Installments Due 1/31	Principal	Interest [a]	Administrative Expenses [b]	TIRZ Credit [b]	Annual Installment
2027	$ 8,872.64	$ 38,216.50	$ 1,784.57	$ (36,389.27)	$ 12,484.44
2028	$ 9,405.00	$ 37,639.78	$ 1,820.26	$ (36,389.27)	$ 12,475.77
2029	$ 9,937.36	$ 37,028.45	$ 1,856.67	$ (36,389.27)	$ 12,433.21
2030	$ 10,647.17	$ 36,382.52	$ 1,893.80	$ (36,389.27)	$ 12,534.22
2031	$ 11,356.98	$ 35,690.46	$ 1,931.68	$ (36,389.27)	$ 12,589.84
2032	$ 12,066.79	$ 34,952.25	$ 1,970.31	$ (36,389.27)	$ 12,600.08
2033	$ 12,776.60	$ 34,167.91	$ 2,009.72	$ (36,389.27)	$ 12,564.96
2034	$ 13,486.41	$ 33,337.43	$ 2,049.91	$ (36,389.27)	$ 12,484.49
2035	$ 14,373.68	$ 32,460.82	$ 2,090.91	$ (36,389.27)	$ 12,536.13
2036	$ 15,260.94	$ 31,526.53	$ 2,132.73	$ (36,389.27)	$ 12,530.93
2037	$ 16,325.66	$ 30,534.57	$ 2,175.38	$ (36,389.27)	$ 12,646.34
2038	$ 17,212.92	$ 29,473.40	$ 2,218.89	$ (36,389.27)	$ 12,515.94
2039	$ 18,277.64	$ 28,354.56	$ 2,263.27	$ (36,389.27)	$ 12,506.19
2040	$ 19,519.81	$ 27,166.51	$ 2,308.54	$ (36,389.27)	$ 12,605.58
2041	$ 20,761.98	$ 25,897.73	$ 2,354.71	$ (36,389.27)	$ 12,625.14
2042	$ 22,004.15	$ 24,548.20	$ 2,401.80	$ (36,389.27)	$ 12,564.87
2043	$ 23,423.77	$ 23,117.93	$ 2,449.84	$ (36,389.27)	$ 12,602.26
2044	$ 24,843.39	$ 21,595.38	$ 2,498.83	$ (36,389.27)	$ 12,548.33
2045	$ 26,440.47	$ 19,980.56	$ 2,548.81	$ (36,389.27)	$ 12,580.57
2046	$ 28,037.54	$ 18,261.93	$ 2,599.79	$ (36,389.27)	$ 12,509.99
2047	$ 29,812.07	$ 16,439.49	$ 2,651.78	$ (36,389.27)	$ 12,514.07
2048	$ 31,586.60	$ 14,501.71	$ 2,704.82	$ (36,389.27)	$ 12,403.85
2049	$ 33,716.03	$ 12,448.58	$ 2,758.91	$ (36,389.27)	$ 12,534.25
2050	$ 35,668.01	$ 10,257.04	$ 2,814.09	$ (36,389.27)	$ 12,349.87
2051	$ 38,152.35	$ 7,938.62	$ 2,870.37	$ (36,389.27)	$ 12,572.07
2052	$ 40,459.24	$ 5,439.64	$ 2,927.78	$ (36,389.27)	$ 12,437.38
2053	$ 42,588.67	$ 2,789.56	$ 2,986.34	$ (36,389.27)	$ 11,975.29
Total	**$ 587,013.81**	**$ 670,148.05**	**$ 63,074.52**	**$ (982,510.34)**	**$ 337,726.05**

[a] Per the Initial City and Corporation Interlocal Agreement Installment Schedule. Principal amounts derived from the LOM.

[b] Preliminary estimate, actual Administrative Expenses and TIRZ Credit will be determined annually in Annual Service Plan Update. TIRZ Credit cannot exceed sum of principal and interest due.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates.

PARCEL R658919 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

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_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

CITY OF HUTTO, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

STREET ADDRESS

PARCEL R658919 PRINCIPAL ASSESSMENT: $137,937.83

As the purchaser of the real property described above, you are obligated to pay assessments to City of Hutto, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Co-Op Creek Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Hutto. The exact amount of each annual installment will be approved each year by the Hutto City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Hutto.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - PARCEL R658919

Installments Due 1/31	Principal	Interest [a]	Administrative Expenses [b]	TIRZ Credit [b]	Annual Installment
2027	$ 2,084.91	$ 8,980.20	$ 419.34	$ (11,065.11)	$ 419.34
2028	$ 2,210.01	$ 8,844.68	$ 427.73	$ (11,054.69)	$ 427.73
2029	$ 2,335.10	$ 8,701.03	$ 436.28	$ (11,036.13)	$ 436.28
2030	$ 2,501.90	$ 8,549.25	$ 445.01	$ (11,051.14)	$ 445.01
2031	$ 2,668.69	$ 8,386.62	$ 453.91	$ (11,055.31)	$ 453.91
2032	$ 2,835.48	$ 8,213.16	$ 462.99	$ (11,048.64)	$ 462.99
2033	$ 3,002.27	$ 8,028.85	$ 472.25	$ (11,031.13)	$ 472.25
2034	$ 3,169.07	$ 7,833.71	$ 481.69	$ (11,002.77)	$ 481.69
2035	$ 3,377.56	$ 7,627.72	$ 491.33	$ (11,005.27)	$ 491.33
2036	$ 3,586.05	$ 7,408.17	$ 501.15	$ (10,994.22)	$ 501.15
2037	$ 3,836.24	$ 7,175.08	$ 511.18	$ (11,011.32)	$ 511.18
2038	$ 4,044.73	$ 6,925.73	$ 521.40	$ (10,970.46)	$ 521.40
2039	$ 4,294.92	$ 6,662.82	$ 531.83	$ (10,957.74)	$ 531.83
2040	$ 4,586.81	$ 6,383.65	$ 542.46	$ (10,970.46)	$ 542.46
2041	$ 4,878.70	$ 6,085.51	$ 553.31	$ (10,964.20)	$ 553.31
2042	$ 5,170.58	$ 5,768.39	$ 564.38	$ (10,938.97)	$ 564.38
2043	$ 5,504.17	$ 5,432.30	$ 575.67	$ (10,936.47)	$ 575.67
2044	$ 5,837.76	$ 5,074.53	$ 587.18	$ (10,912.29)	$ 587.18
2045	$ 6,213.04	$ 4,695.08	$ 598.93	$ (10,908.12)	$ 598.93
2046	$ 6,588.32	$ 4,291.23	$ 610.90	$ (10,879.55)	$ 610.90
2047	$ 7,005.31	$ 3,862.99	$ 623.12	$ (10,868.30)	$ 623.12
2048	$ 7,422.29	$ 3,407.64	$ 635.58	$ (10,829.93)	$ 635.58
2049	$ 7,922.67	$ 2,925.20	$ 648.30	$ (10,847.86)	$ 648.30
2050	$ 8,381.35	$ 2,410.22	$ 661.26	$ (10,791.57)	$ 661.26
2051	$ 8,965.13	$ 1,865.43	$ 674.49	$ (10,830.56)	$ 674.49
2052	$ 9,507.20	$ 1,278.22	$ 687.98	$ (10,785.42)	$ 687.98
2053	$ 10,007.58	$ 655.50	$ 701.74	$ (10,663.08)	$ 701.74
Total	**$ 137,937.83**	**$ 157,472.90**	**$ 14,821.39**	**$ (295,410.73)**	**$ 14,821.39**

[a] Per the Initial City and Corporation Interlocal Agreement Installment Schedule. Principal amounts derived from the LOM.

[b] Preliminary estimate, actual Administrative Expenses and TIRZ Credit will be determined annually in Annual Service Plan Update. TIRZ Credit cannot exceed sum of principal and interest due.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates.

PARCEL R659938 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

CITY OF HUTTO, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

STREET ADDRESS

PARCEL R659938 PRINCIPAL ASSESSMENT: $1,154,828.36

As the purchaser of the real property described above, you are obligated to pay assessments to City of Hutto, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Co-Op Creek Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Hutto. The exact amount of each annual installment will be approved each year by the Hutto City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Hutto.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - PARCEL R659938

Installments Due 1/31	Principal	Interest [a]	Administrative Expenses [b]	TIRZ Credit [b]	Annual Installment
2027	$ 17,455.08	$ 75,183.06	$ 3,510.78	$ (8,456.35)	$ 87,692.57
2028	$ 18,502.39	$ 74,048.48	$ 3,580.99	$ (8,456.35)	$ 87,675.51
2029	$ 19,549.69	$ 72,845.83	$ 3,652.61	$ (8,456.35)	$ 87,591.78
2030	$ 20,946.10	$ 71,575.10	$ 3,725.67	$ (8,456.35)	$ 87,790.51
2031	$ 22,342.51	$ 70,213.60	$ 3,800.18	$ (8,456.35)	$ 87,899.93
2032	$ 23,738.91	$ 68,761.34	$ 3,876.18	$ (8,456.35)	$ 87,920.08
2033	$ 25,135.32	$ 67,218.31	$ 3,953.71	$ (8,456.35)	$ 87,850.98
2034	$ 26,531.73	$ 65,584.51	$ 4,032.78	$ (8,456.35)	$ 87,692.67
2035	$ 28,277.24	$ 63,859.95	$ 4,113.44	$ (8,456.35)	$ 87,794.27
2036	$ 30,022.74	$ 62,021.93	$ 4,195.71	$ (8,456.35)	$ 87,784.03
2037	$ 32,117.35	$ 60,070.45	$ 4,279.62	$ (8,456.35)	$ 88,011.07
2038	$ 33,862.86	$ 57,982.82	$ 4,365.21	$ (8,456.35)	$ 87,754.54
2039	$ 35,957.47	$ 55,781.74	$ 4,452.52	$ (8,456.35)	$ 87,735.37
2040	$ 38,401.18	$ 53,444.50	$ 4,541.57	$ (8,456.35)	$ 87,930.90
2041	$ 40,844.90	$ 50,948.42	$ 4,632.40	$ (8,456.35)	$ 87,969.37
2042	$ 43,288.61	$ 48,293.50	$ 4,725.05	$ (8,456.35)	$ 87,850.81
2043	$ 46,081.42	$ 45,479.75	$ 4,819.55	$ (8,456.35)	$ 87,924.36
2044	$ 48,874.24	$ 42,484.45	$ 4,915.94	$ (8,456.35)	$ 87,818.27
2045	$ 52,016.15	$ 39,307.63	$ 5,014.26	$ (8,456.35)	$ 87,881.68
2046	$ 55,158.07	$ 35,926.58	$ 5,114.54	$ (8,456.35)	$ 87,742.83
2047	$ 58,649.08	$ 32,341.30	$ 5,216.83	$ (8,456.35)	$ 87,750.87
2048	$ 62,140.10	$ 28,529.11	$ 5,321.17	$ (8,456.35)	$ 87,534.03
2049	$ 66,329.32	$ 24,490.01	$ 5,427.59	$ (8,456.35)	$ 87,790.57
2050	$ 70,169.44	$ 20,178.60	$ 5,536.14	$ (8,456.35)	$ 87,427.83
2051	$ 75,056.86	$ 15,617.59	$ 5,646.87	$ (8,456.35)	$ 87,864.96
2052	$ 79,595.18	$ 10,701.36	$ 5,759.80	$ (8,456.35)	$ 87,600.00
2053	$ 83,784.40	$ 5,487.88	$ 5,875.00	$ (8,456.35)	$ 86,690.93
Total	**$ 1,154,828.36**	**$ 1,318,377.78**	**$ 124,086.09**	**$ (228,321.49)**	**$ 2,368,970.74**

[a] Per the Initial City and Corporation Interlocal Agreement Installment Schedule. Principal amounts derived from the LOM.

[b] Preliminary estimate, actual Administrative Expenses and TIRZ Credit will be determined annually in Annual Service Plan Update. TIRZ Credit cannot exceed sum of principal and interest due.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates.

PARCEL R659934 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

CITY OF HUTTO, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

STREET ADDRESS

PARCEL R659934 PRINCIPAL ASSESSMENT: $349,947.99

As the purchaser of the real property described above, you are obligated to pay assessments to City of Hutto, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Co-Op Creek Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Hutto. The exact amount of each annual installment will be approved each year by the Hutto City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Hutto.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - PARCEL R659934

Installments Due 1/31	Principal	Interest [a]	Administrative Expenses [b]	TIRZ Credit [b]	Annual Installment
2027	$ 5,289.42	$ 22,782.75	$ 1,063.87	$ (3,141.42)	$ 25,994.62
2028	$ 5,606.78	$ 22,438.93	$ 1,085.15	$ (3,141.42)	$ 25,989.45
2029	$ 5,924.15	$ 22,074.49	$ 1,106.85	$ (3,141.42)	$ 25,964.08
2030	$ 6,347.30	$ 21,689.42	$ 1,128.99	$ (3,141.42)	$ 26,024.30
2031	$ 6,770.46	$ 21,276.85	$ 1,151.57	$ (3,141.42)	$ 26,057.45
2032	$ 7,193.61	$ 20,836.77	$ 1,174.60	$ (3,141.42)	$ 26,063.56
2033	$ 7,616.76	$ 20,369.18	$ 1,198.09	$ (3,141.42)	$ 26,042.62
2034	$ 8,039.92	$ 19,874.09	$ 1,222.05	$ (3,141.42)	$ 25,994.65
2035	$ 8,568.86	$ 19,351.50	$ 1,246.50	$ (3,141.42)	$ 26,025.44
2036	$ 9,097.80	$ 18,794.52	$ 1,271.43	$ (3,141.42)	$ 26,022.33
2037	$ 9,732.53	$ 18,203.17	$ 1,296.85	$ (3,141.42)	$ 26,091.13
2038	$ 10,261.47	$ 17,570.55	$ 1,322.79	$ (3,141.42)	$ 26,013.40
2039	$ 10,896.20	$ 16,903.56	$ 1,349.25	$ (3,141.42)	$ 26,007.59
2040	$ 11,636.72	$ 16,195.30	$ 1,376.23	$ (3,141.42)	$ 26,066.84
2041	$ 12,377.24	$ 15,438.92	$ 1,403.76	$ (3,141.42)	$ 26,078.49
2042	$ 13,117.76	$ 14,634.40	$ 1,431.83	$ (3,141.42)	$ 26,042.57
2043	$ 13,964.07	$ 13,781.74	$ 1,460.47	$ (3,141.42)	$ 26,064.86
2044	$ 14,810.37	$ 12,874.08	$ 1,489.68	$ (3,141.42)	$ 26,032.71
2045	$ 15,762.47	$ 11,911.40	$ 1,519.47	$ (3,141.42)	$ 26,051.92
2046	$ 16,714.57	$ 10,886.84	$ 1,549.86	$ (3,141.42)	$ 26,009.85
2047	$ 17,772.45	$ 9,800.39	$ 1,580.86	$ (3,141.42)	$ 26,012.28
2048	$ 18,830.33	$ 8,645.19	$ 1,612.48	$ (3,141.42)	$ 25,946.57
2049	$ 20,099.79	$ 7,421.21	$ 1,644.72	$ (3,141.42)	$ 26,024.31
2050	$ 21,263.47	$ 6,114.73	$ 1,677.62	$ (3,141.42)	$ 25,914.39
2051	$ 22,744.50	$ 4,732.60	$ 1,711.17	$ (3,141.42)	$ 26,046.86
2052	$ 24,119.75	$ 3,242.84	$ 1,745.40	$ (3,141.42)	$ 25,966.57
2053	$ 25,389.21	$ 1,662.99	$ 1,780.30	$ (3,141.42)	$ 25,691.09
Total	**$ 349,947.99**	**$ 399,508.42**	**$ 37,601.85**	**$ (84,818.33)**	**$ 702,239.92**

[a] Per the Initial City and Corporation Interlocal Agreement Installment Schedule. Principal amounts derived from the LOM.

[b] Preliminary estimate, actual Administrative Expenses and TIRZ Credit will be determined annually in Annual Service Plan Update. TIRZ Credit cannot exceed sum of principal and interest due.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates.

PARCEL R658921 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

CITY OF HUTTO, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

STREET ADDRESS

PARCEL R658921 PRINCIPAL ASSESSMENT: $827,626.99

As the purchaser of the real property described above, you are obligated to pay assessments to City of Hutto, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Co-Op Creek Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Hutto. The exact amount of each annual installment will be approved each year by the Hutto City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Hutto.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - PARCEL R658921

Installments Due 1/31	Principal	Interest [a]	Administrative Expenses [b]	TIRZ Credit [b]	Annual Installment
2027	$ 12,509.48	$ 53,881.19	$ 2,516.06	$ (3,246.15)	$ 65,660.58
2028	$ 13,260.05	$ 53,068.08	$ 2,566.38	$ (3,246.15)	$ 65,648.35
2029	$ 14,010.61	$ 52,206.18	$ 2,617.71	$ (3,246.15)	$ 65,588.35
2030	$ 15,011.37	$ 51,295.49	$ 2,670.06	$ (3,246.15)	$ 65,730.77
2031	$ 16,012.13	$ 50,319.75	$ 2,723.46	$ (3,246.15)	$ 65,809.19
2032	$ 17,012.89	$ 49,278.96	$ 2,777.93	$ (3,246.15)	$ 65,823.63
2033	$ 18,013.65	$ 48,173.12	$ 2,833.49	$ (3,246.15)	$ 65,774.11
2034	$ 19,014.40	$ 47,002.23	$ 2,890.16	$ (3,246.15)	$ 65,660.65
2035	$ 20,265.35	$ 45,766.30	$ 2,947.96	$ (3,246.15)	$ 65,733.46
2036	$ 21,516.30	$ 44,449.05	$ 3,006.92	$ (3,246.15)	$ 65,726.12
2037	$ 23,017.44	$ 43,050.49	$ 3,067.06	$ (3,246.15)	$ 65,888.84
2038	$ 24,268.39	$ 41,554.36	$ 3,128.40	$ (3,246.15)	$ 65,704.99
2039	$ 25,769.52	$ 39,976.91	$ 3,190.97	$ (3,246.15)	$ 65,691.25
2040	$ 27,520.85	$ 38,301.89	$ 3,254.79	$ (3,246.15)	$ 65,831.38
2041	$ 29,272.18	$ 36,513.04	$ 3,319.88	$ (3,246.15)	$ 65,858.95
2042	$ 31,023.50	$ 34,610.34	$ 3,386.28	$ (3,246.15)	$ 65,773.98
2043	$ 33,025.02	$ 32,593.82	$ 3,454.01	$ (3,246.15)	$ 65,826.70
2044	$ 35,026.54	$ 30,447.19	$ 3,523.09	$ (3,246.15)	$ 65,750.67
2045	$ 37,278.24	$ 28,170.47	$ 3,593.55	$ (3,246.15)	$ 65,796.11
2046	$ 39,529.95	$ 25,747.38	$ 3,665.42	$ (3,246.15)	$ 65,696.60
2047	$ 42,031.84	$ 23,177.93	$ 3,738.73	$ (3,246.15)	$ 65,702.36
2048	$ 44,533.74	$ 20,445.86	$ 3,813.50	$ (3,246.15)	$ 65,546.96
2049	$ 47,536.01	$ 17,551.17	$ 3,889.77	$ (3,246.15)	$ 65,730.81
2050	$ 50,288.10	$ 14,461.33	$ 3,967.57	$ (3,246.15)	$ 65,470.85
2051	$ 53,790.75	$ 11,192.60	$ 4,046.92	$ (3,246.15)	$ 65,784.13
2052	$ 57,043.21	$ 7,669.31	$ 4,127.86	$ (3,246.15)	$ 65,594.24
2053	$ 60,045.49	$ 3,932.98	$ 4,210.42	$ (3,246.15)	$ 64,942.74
Total	**$ 827,626.99**	**$ 944,837.41**	**$ 88,928.36**	**$ (87,645.99)**	**$ 1,773,746.77**

[a] Per the Initial City and Corporation Interlocal Agreement Installment Schedule. Principal amounts derived from the LOM.

[b] Preliminary estimate, actual Administrative Expenses and TIRZ Credit will be determined annually in Annual Service Plan Update. TIRZ Credit cannot exceed sum of principal and interest due.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates.

PARCEL R658917 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

CITY OF HUTTO, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

STREET ADDRESS

PARCEL R658917 PRINCIPAL ASSESSMENT: $5,316,876.42

As the purchaser of the real property described above, you are obligated to pay assessments to City of Hutto, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Co-Op Creek Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Hutto. The exact amount of each annual installment will be approved each year by the Hutto City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Hutto.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - PARCEL R658917

Installments Due 1/31	Principal	Interest [a]	Administrative Expenses [b]	TIRZ Credit [b]	Annual Installment
2027	$ 80,363.91	$ 346,145.85	$ 16,163.77	$ (10,131.95)	$ 432,541.58
2028	$ 85,185.75	$ 340,922.20	$ 16,487.04	$ (10,131.95)	$ 432,463.04
2029	$ 90,007.58	$ 335,385.13	$ 16,816.78	$ (10,131.95)	$ 432,077.54
2030	$ 96,436.69	$ 329,534.63	$ 17,153.12	$ (10,131.95)	$ 432,992.49
2031	$ 102,865.81	$ 323,266.25	$ 17,496.18	$ (10,131.95)	$ 433,496.28
2032	$ 109,294.92	$ 316,579.97	$ 17,846.10	$ (10,131.95)	$ 433,589.04
2033	$ 115,724.03	$ 309,475.80	$ 18,203.03	$ (10,131.95)	$ 433,270.91
2034	$ 122,153.15	$ 301,953.74	$ 18,567.09	$ (10,131.95)	$ 432,542.02
2035	$ 130,189.54	$ 294,013.78	$ 18,938.43	$ (10,131.95)	$ 433,009.80
2036	$ 138,225.93	$ 285,551.46	$ 19,317.20	$ (10,131.95)	$ 432,962.64
2037	$ 147,869.60	$ 276,566.78	$ 19,703.54	$ (10,131.95)	$ 434,007.97
2038	$ 155,905.99	$ 266,955.25	$ 20,097.61	$ (10,131.95)	$ 432,826.90
2039	$ 165,549.66	$ 256,821.36	$ 20,499.56	$ (10,131.95)	$ 432,738.64
2040	$ 176,800.61	$ 246,060.64	$ 20,909.55	$ (10,131.95)	$ 433,638.85
2041	$ 188,051.55	$ 234,568.60	$ 21,327.75	$ (10,131.95)	$ 433,815.95
2042	$ 199,302.50	$ 222,345.25	$ 21,754.30	$ (10,131.95)	$ 433,270.10
2043	$ 212,160.73	$ 209,390.58	$ 22,189.39	$ (10,131.95)	$ 433,608.75
2044	$ 225,018.95	$ 195,600.14	$ 22,633.17	$ (10,131.95)	$ 433,120.31
2045	$ 239,484.46	$ 180,973.90	$ 23,085.84	$ (10,131.95)	$ 433,412.25
2046	$ 253,949.96	$ 165,407.41	$ 23,547.55	$ (10,131.95)	$ 432,772.98
2047	$ 270,022.74	$ 148,900.67	$ 24,018.51	$ (10,131.95)	$ 432,809.97
2048	$ 286,095.53	$ 131,349.19	$ 24,498.88	$ (10,131.95)	$ 431,811.64
2049	$ 305,382.87	$ 112,752.98	$ 24,988.85	$ (10,131.95)	$ 432,992.75
2050	$ 323,062.93	$ 92,903.09	$ 25,488.63	$ (10,131.95)	$ 431,322.70
2051	$ 345,564.82	$ 71,904.00	$ 25,998.40	$ (10,131.95)	$ 433,335.28
2052	$ 366,459.44	$ 49,269.51	$ 26,518.37	$ (10,131.95)	$ 432,115.37
2053	$ 385,746.78	$ 25,266.41	$ 27,048.74	$ (10,131.95)	$ 427,929.98
Total	**$ 5,316,876.42**	**$ 6,069,864.58**	**$ 571,297.37**	**$ (273,562.66)**	**$ 11,684,475.71**

[a] Per the Initial City and Corporation Interlocal Agreement Installment Schedule. Principal amounts derived from the LOM.

[b] Preliminary estimate, actual Administrative Expenses and TIRZ Credit will be determined annually in Annual Service Plan Update. TIRZ Credit cannot exceed sum of principal and interest due.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates.

BUILDINGS 13, 13B, 14 (R659935 + R659937) BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

CITY OF HUTTO, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

STREET ADDRESS

BUILDINGS 13, 13B, 14 (R659935 + R659937) PRINCIPAL ASSESSMENT: $2,783,836.24

As the purchaser of the real property described above, you are obligated to pay assessments to City of Hutto, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Co-Op Creek Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Hutto. The exact amount of each annual installment will be approved each year by the Hutto City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Hutto.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - BUILDINGS 13, 13B, 14 (R659935 + R659937)

Installments Due 1/31	Principal	Interest [a]	Administrative Expenses [b]	TIRZ Credit [b]	Annual Installment
2027	$ 42,077.33	$ 181,236.74	$ 8,463.10	$ (5,633.60)	$ 226,143.58
2028	$ 44,601.97	$ 178,501.72	$ 8,632.37	$ (5,633.60)	$ 226,102.45
2029	$ 47,126.61	$ 175,602.59	$ 8,805.01	$ (5,633.60)	$ 225,900.61
2030	$ 50,492.80	$ 172,539.36	$ 8,981.11	$ (5,633.60)	$ 226,379.67
2031	$ 53,858.98	$ 169,257.33	$ 9,160.74	$ (5,633.60)	$ 226,643.45
2032	$ 57,225.17	$ 165,756.49	$ 9,343.95	$ (5,633.60)	$ 226,692.01
2033	$ 60,591.36	$ 162,036.86	$ 9,530.83	$ (5,633.60)	$ 226,525.44
2034	$ 63,957.54	$ 158,098.42	$ 9,721.45	$ (5,633.60)	$ 226,143.81
2035	$ 68,165.28	$ 153,941.18	$ 9,915.87	$ (5,633.60)	$ 226,388.73
2036	$ 72,373.01	$ 149,510.44	$ 10,114.19	$ (5,633.60)	$ 226,364.04
2037	$ 77,422.29	$ 144,806.19	$ 10,316.48	$ (5,633.60)	$ 226,911.36
2038	$ 81,630.02	$ 139,773.74	$ 10,522.81	$ (5,633.60)	$ 226,292.97
2039	$ 86,679.30	$ 134,467.79	$ 10,733.26	$ (5,633.60)	$ 226,246.75
2040	$ 92,570.13	$ 128,833.64	$ 10,947.93	$ (5,633.60)	$ 226,718.09
2041	$ 98,460.96	$ 122,816.58	$ 11,166.89	$ (5,633.60)	$ 226,810.82
2042	$ 104,351.78	$ 116,416.61	$ 11,390.22	$ (5,633.60)	$ 226,525.02
2043	$ 111,084.15	$ 109,633.75	$ 11,618.03	$ (5,633.60)	$ 226,702.33
2044	$ 117,816.53	$ 102,413.28	$ 11,850.39	$ (5,633.60)	$ 226,446.60
2045	$ 125,390.45	$ 94,755.20	$ 12,087.40	$ (5,633.60)	$ 226,599.45
2046	$ 132,964.37	$ 86,604.83	$ 12,329.14	$ (5,633.60)	$ 226,264.74
2047	$ 141,379.83	$ 77,962.14	$ 12,575.73	$ (5,633.60)	$ 226,284.10
2048	$ 149,795.30	$ 68,772.45	$ 12,827.24	$ (5,633.60)	$ 225,761.39
2049	$ 159,893.86	$ 59,035.76	$ 13,083.79	$ (5,633.60)	$ 226,379.80
2050	$ 169,150.87	$ 48,642.66	$ 13,345.46	$ (5,633.60)	$ 225,505.39
2051	$ 180,932.52	$ 37,647.85	$ 13,612.37	$ (5,633.60)	$ 226,559.15
2052	$ 191,872.63	$ 25,796.77	$ 13,884.62	$ (5,633.60)	$ 225,920.42
2053	$ 201,971.19	$ 13,229.11	$ 14,162.31	$ (5,633.60)	$ 223,729.01
Total	**$ 2,783,836.24**	**$ 3,178,089.47**	**$ 299,122.68**	**$ (152,107.20)**	**$ 6,108,941.19**

[a] Per the Initial City and Corporation Interlocal Agreement Installment Schedule. Principal amounts derived from the LOM.

[b] Preliminary estimate, actual Administrative Expenses and TIRZ Credit will be determined annually in Annual Service Plan Update. TIRZ Credit cannot exceed sum of principal and interest due.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates.

PARCEL R571095 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

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_____
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_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

CITY OF HUTTO, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

STREET ADDRESS

PARCEL R571095 PRINCIPAL ASSESSMENT: $802,547.38

As the purchaser of the real property described above, you are obligated to pay assessments to City of Hutto, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Co-Op Creek Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Hutto. The exact amount of each annual installment will be approved each year by the Hutto City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Hutto.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - PARCEL R571095

Installments Due 1/31	Principal	Interest [a]	Administrative Expenses [b]	TIRZ Credit [b]	Annual Installment
2027	$ 12,130.40	$ 52,248.43	$ 2,439.81	$ (4,120.47)	$ 62,698.18
2028	$ 12,858.23	$ 51,459.95	$ 2,488.61	$ (4,120.47)	$ 62,686.32
2029	$ 13,586.05	$ 50,624.17	$ 2,538.38	$ (4,120.47)	$ 62,628.13
2030	$ 14,556.48	$ 49,741.08	$ 2,589.15	$ (4,120.47)	$ 62,766.24
2031	$ 15,526.91	$ 48,794.91	$ 2,640.93	$ (4,120.47)	$ 62,842.28
2032	$ 16,497.35	$ 47,785.66	$ 2,693.75	$ (4,120.47)	$ 62,856.28
2033	$ 17,467.78	$ 46,713.33	$ 2,747.63	$ (4,120.47)	$ 62,808.26
2034	$ 18,438.21	$ 45,577.92	$ 2,802.58	$ (4,120.47)	$ 62,698.24
2035	$ 19,651.25	$ 44,379.44	$ 2,858.63	$ (4,120.47)	$ 62,768.85
2036	$ 20,864.29	$ 43,102.11	$ 2,915.80	$ (4,120.47)	$ 62,761.73
2037	$ 22,319.94	$ 41,745.93	$ 2,974.12	$ (4,120.47)	$ 62,919.52
2038	$ 23,532.98	$ 40,295.13	$ 3,033.60	$ (4,120.47)	$ 62,741.24
2039	$ 24,988.63	$ 38,765.49	$ 3,094.27	$ (4,120.47)	$ 62,727.92
2040	$ 26,686.88	$ 37,141.23	$ 3,156.16	$ (4,120.47)	$ 62,863.80
2041	$ 28,385.14	$ 35,406.58	$ 3,219.28	$ (4,120.47)	$ 62,890.53
2042	$ 30,083.40	$ 33,561.55	$ 3,283.67	$ (4,120.47)	$ 62,808.14
2043	$ 32,024.26	$ 31,606.13	$ 3,349.34	$ (4,120.47)	$ 62,859.26
2044	$ 33,965.13	$ 29,524.55	$ 3,416.33	$ (4,120.47)	$ 62,785.53
2045	$ 36,148.60	$ 27,316.82	$ 3,484.65	$ (4,120.47)	$ 62,829.60
2046	$ 38,332.07	$ 24,967.16	$ 3,554.35	$ (4,120.47)	$ 62,733.10
2047	$ 40,758.15	$ 22,475.57	$ 3,625.43	$ (4,120.47)	$ 62,738.69
2048	$ 43,184.23	$ 19,826.29	$ 3,697.94	$ (4,120.47)	$ 62,588.00
2049	$ 46,095.53	$ 17,019.32	$ 3,771.90	$ (4,120.47)	$ 62,766.28
2050	$ 48,764.22	$ 14,023.11	$ 3,847.34	$ (4,120.47)	$ 62,514.19
2051	$ 52,160.73	$ 10,853.43	$ 3,924.29	$ (4,120.47)	$ 62,817.98
2052	$ 55,314.63	$ 7,436.91	$ 4,002.77	$ (4,120.47)	$ 62,633.84
2053	$ 58,225.93	$ 3,813.80	$ 4,082.83	$ (4,120.47)	$ 62,002.08
Total	**$ 802,547.38**	**$ 916,205.97**	**$ 86,233.56**	**$ (111,252.71)**	**$ 1,693,734.22**

[a] Per the Initial City and Corporation Interlocal Agreement Installment Schedule. Principal amounts derived from the LOM.

[b] Preliminary estimate, actual Administrative Expenses and TIRZ Credit will be determined annually in Annual Service Plan Update. TIRZ Credit cannot exceed sum of principal and interest due.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates.

CHURCH PARCEL (R021442 + R577611) BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

CITY OF HUTTO, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

STREET ADDRESS

CHURCH PARCEL (R021442 + R577611) PRINCIPAL ASSESSMENT: $3,109,871.11

As the purchaser of the real property described above, you are obligated to pay assessments to City of Hutto, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Co-Op Creek Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Hutto. The exact amount of each annual installment will be approved each year by the Hutto City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Hutto.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - CHURCH PARCEL (R021442 + R577611)

Installments Due 1/31	Principal	Interest [a]	Administrative Expenses [b]	TIRZ Credit [b]	Annual Installment
2027	$ 47,005.31	$ 202,462.67	$ 9,454.28	$ (14,186.88)	$ 244,735.37
2028	$ 49,825.63	$ 199,407.32	$ 9,643.36	$ (14,186.88)	$ 244,689.43
2029	$ 52,645.94	$ 196,168.66	$ 9,836.23	$ (14,186.88)	$ 244,463.95
2030	$ 56,406.37	$ 192,746.67	$ 10,032.96	$ (14,186.88)	$ 244,999.11
2031	$ 60,166.79	$ 189,080.26	$ 10,233.61	$ (14,186.88)	$ 245,293.78
2032	$ 63,927.22	$ 185,169.42	$ 10,438.29	$ (14,186.88)	$ 245,348.04
2033	$ 67,687.64	$ 181,014.15	$ 10,647.05	$ (14,186.88)	$ 245,161.96
2034	$ 71,448.07	$ 176,614.45	$ 10,859.99	$ (14,186.88)	$ 244,735.63
2035	$ 76,148.60	$ 171,970.33	$ 11,077.19	$ (14,186.88)	$ 245,009.23
2036	$ 80,849.13	$ 167,020.67	$ 11,298.74	$ (14,186.88)	$ 244,981.65
2037	$ 86,489.76	$ 161,765.47	$ 11,524.71	$ (14,186.88)	$ 245,593.07
2038	$ 91,190.30	$ 156,143.64	$ 11,755.21	$ (14,186.88)	$ 244,902.26
2039	$ 96,830.93	$ 150,216.27	$ 11,990.31	$ (14,186.88)	$ 244,850.63
2040	$ 103,411.68	$ 143,922.26	$ 12,230.12	$ (14,186.88)	$ 245,377.17
2041	$ 109,992.42	$ 137,200.50	$ 12,474.72	$ (14,186.88)	$ 245,480.75
2042	$ 116,573.16	$ 130,050.99	$ 12,724.21	$ (14,186.88)	$ 245,161.48
2043	$ 124,094.01	$ 122,473.74	$ 12,978.70	$ (14,186.88)	$ 245,359.56
2044	$ 131,614.86	$ 114,407.63	$ 13,238.27	$ (14,186.88)	$ 245,073.87
2045	$ 140,075.82	$ 105,852.66	$ 13,503.04	$ (14,186.88)	$ 245,244.63
2046	$ 148,536.77	$ 96,747.73	$ 13,773.10	$ (14,186.88)	$ 244,870.72
2047	$ 157,937.83	$ 87,092.84	$ 14,048.56	$ (14,186.88)	$ 244,892.35
2048	$ 167,338.89	$ 76,826.88	$ 14,329.53	$ (14,186.88)	$ 244,308.42
2049	$ 178,620.17	$ 65,949.86	$ 14,616.12	$ (14,186.88)	$ 244,999.26
2050	$ 188,961.33	$ 54,339.55	$ 14,908.44	$ (14,186.88)	$ 244,022.44
2051	$ 202,122.82	$ 42,057.06	$ 15,206.61	$ (14,186.88)	$ 245,199.61
2052	$ 214,344.20	$ 28,818.01	$ 15,510.75	$ (14,186.88)	$ 244,486.07
2053	$ 225,625.47	$ 14,778.47	$ 15,820.96	$ (14,186.88)	$ 242,038.02
Total	**$ 3,109,871.11**	**$ 3,550,298.15**	**$ 334,155.06**	**$ (383,045.87)**	**$ 6,611,278.45**

[a] Per the Initial City and Corporation Interlocal Agreement Installment Schedule. Principal amounts derived from the LOM.

[b] Preliminary estimate, actual Administrative Expenses and TIRZ Credit will be determined annually in Annual Service Plan Update. TIRZ Credit cannot exceed sum of principal and interest due.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates.

BUILDING 18 (R659939 + R659940) BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

CITY OF HUTTO, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

STREET ADDRESS

BUILDING 18 (R659939 + R659940) PRINCIPAL ASSESSMENT: $1,078,423.05

As the purchaser of the real property described above, you are obligated to pay assessments to City of Hutto, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Co-Op Creek Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Hutto. The exact amount of each annual installment will be approved each year by the Hutto City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Hutto.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - BUILDING 18 (R659939 + R659940)

Installments Due 1/31	Principal	Interest [a]	Administrative Expenses [b]	TIRZ Credit [b]	Annual Installment
2027	$ 16,300.23	$ 70,208.83	$ 3,278.50	$ (19,165.33)	$ 70,622.23
2028	$ 17,278.24	$ 69,149.31	$ 3,344.07	$ (19,165.33)	$ 70,606.30
2029	$ 18,256.25	$ 68,026.23	$ 3,410.95	$ (19,165.33)	$ 70,528.11
2030	$ 19,560.27	$ 66,839.57	$ 3,479.17	$ (19,165.33)	$ 70,713.69
2031	$ 20,864.29	$ 65,568.15	$ 3,548.75	$ (19,165.33)	$ 70,815.87
2032	$ 22,168.31	$ 64,211.97	$ 3,619.73	$ (19,165.33)	$ 70,834.69
2033	$ 23,472.33	$ 62,771.03	$ 3,692.12	$ (19,165.33)	$ 70,770.16
2034	$ 24,776.35	$ 61,245.33	$ 3,765.97	$ (19,165.33)	$ 70,622.32
2035	$ 26,406.37	$ 59,634.87	$ 3,841.28	$ (19,165.33)	$ 70,717.20
2036	$ 28,036.39	$ 57,918.46	$ 3,918.11	$ (19,165.33)	$ 70,707.63
2037	$ 29,992.42	$ 56,096.09	$ 3,996.47	$ (19,165.33)	$ 70,919.66
2038	$ 31,622.44	$ 54,146.58	$ 4,076.40	$ (19,165.33)	$ 70,680.10
2039	$ 33,578.47	$ 52,091.13	$ 4,157.93	$ (19,165.33)	$ 70,662.20
2040	$ 35,860.50	$ 49,908.53	$ 4,241.09	$ (19,165.33)	$ 70,844.79
2041	$ 38,142.53	$ 47,577.59	$ 4,325.91	$ (19,165.33)	$ 70,880.71
2042	$ 40,424.56	$ 45,098.33	$ 4,412.43	$ (19,165.33)	$ 70,769.99
2043	$ 43,032.60	$ 42,470.73	$ 4,500.68	$ (19,165.33)	$ 70,838.68
2044	$ 45,640.64	$ 39,673.61	$ 4,590.69	$ (19,165.33)	$ 70,739.61
2045	$ 48,574.68	$ 36,706.97	$ 4,682.50	$ (19,165.33)	$ 70,798.83
2046	$ 51,508.72	$ 33,549.62	$ 4,776.15	$ (19,165.33)	$ 70,669.16
2047	$ 54,768.76	$ 30,201.55	$ 4,871.68	$ (19,165.33)	$ 70,676.67
2048	$ 58,028.81	$ 26,641.58	$ 4,969.11	$ (19,165.33)	$ 70,474.17
2049	$ 61,940.86	$ 22,869.71	$ 5,068.49	$ (19,165.33)	$ 70,713.74
2050	$ 65,526.91	$ 18,843.55	$ 5,169.86	$ (19,165.33)	$ 70,375.00
2051	$ 70,090.98	$ 14,584.30	$ 5,273.26	$ (19,165.33)	$ 70,783.21
2052	$ 74,329.04	$ 9,993.34	$ 5,378.73	$ (19,165.33)	$ 70,535.78
2053	$ 78,241.09	$ 5,124.79	$ 5,486.30	$ (19,165.33)	$ 69,686.86
Total	**$ 1,078,423.05**	**$ 1,231,151.78**	**$ 115,876.35**	**$ (517,463.84)**	**$ 1,907,987.34**

[a] Per the Initial City and Corporation Interlocal Agreement Installment Schedule. Principal amounts derived from the LOM.

[b] Preliminary estimate, actual Administrative Expenses and TIRZ Credit will be determined annually in Annual Service Plan Update. TIRZ Credit cannot exceed sum of principal and interest due.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates.

AGENDA ITEM REPORT
8.7.

To:	City Council
Subject:	Consideration and possible action on Ordinance No. O-2026-041 amending the budget for expenditures of the Economic Development Corporation. (Alberta Barrett)
Meeting:	Thursday, August 20, 2026
Department:	Finance /
Staff Contact:	Alberta Barrett

ITEM SUMMARY:

At the August 6, 2026 joint meeting between City Council and the Hutto Economic Development Corporation (HEDC), and the August 10, 2026 HEDC meeting, the HEDC board approved the following items:

- An expenditure not to exceed $150,000 on an election regarding alcohol zoning for the City of Hutto
- A property purchase associated with Project Heartbeat. Payments will be made over three years, with an FY 2026 payment of $400,000
- Right-of-way optimization in an amount not to exceed $80,000
- Signage associated with Project Air in amount not to exceed $2,000

These actions result in this proposed budget amendment, which would increase professional services by $230,000 for the services related to the liquor election and right-of-way optimization, an increase of $2,000 to marketing services for signage, and an increase of $400,000 for the property purchase.

The proposed budget amendment would result in a budgeted ending fund balance of $8,813,260.

FISCAL NOTES:

This budget amendment would result in a budgeted ending fund balance of $8,813,260.

ATTACHMENTS:

1. Proposed O-2026-xxx Budget Amendment
2. FY26 Amendment 08-20-2026

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:

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 20th 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

	Economic Development Corporation (Fund 35)	Original Budget	Current Budget	Amendment	Revised Budget	Notes
Expenditures						
35-500-008-6405	Professional Services	10,012	119,012	230,000	349,012	Professional services for liquor election, ROW Optimization
35-500-008-6416	Marketing Services	44,383	50,383	2,000	52,383	Project Air Signage
35-500-008-6631	Property Purchases	0	2,289,500	400,000	2,689,500	Project Heartbeat - Year 1 of 3 Purchase Price for Property
	Expenditures			**632,000**		
	Net Increase (Decrease)			**(632,000)**		

Budget Amendments by Fund

	Description	Original Budget	Current Budget	Amendment	Revised Budget
Economic Development Corporation					
	Beginning Fund Balance	9,112,131	8,373,536		8,373,536
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	7,971,893		7,971,893
	Total Revenues	41,874,360	58,022,035	0	58,022,035
Expenditures					
	Supplies and Materials	2,408	2,408		2,408
	Contractual Services	208,579	323,579	232,000	555,579
	Other/Miscellaneous Expenses	1,163,785	1,165,903		1,165,903
	Capital Outlay	0	47,281,436		47,281,436
	Property Purchases	0	2,289,500	400,000	2,689,500
	Debt Services	13,951,203	5,887,485		5,887,485
	Total Expenditures	15,325,975	56,950,311	632,000	57,582,311
	Net Change in Fund Balance	26,548,385	1,071,724	(632,000)	439,724
	Ending Fund Balance	35,660,516	9,445,260		8,813,260

AGENDA ITEM REPORT
8.8.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2026-169 denying the rate application proposed by SiEnergy Gas, LLC. (David Amsler)
Meeting:	Thursday, August 20, 2026
Department:	City Manager /
Staff Contact:	David Amsler

ITEM SUMMARY:

On May 4, 2026, SiEnergy Gas, LLC (“SiEnergy” or “Company”) filed with the City a Statement of Intent to change gas rates within the incorporated areas served by SiEnergy and a notice of its intent to consolidate its operations and assets with the other members of SiEnergy Holding, LLC. In the filing, the Company asserted that it is entitled to a $4 million increase within its incorporated areas or a 31.4% increase over current adjusted revenues, excluding gas costs.

In May, the Cities Served by SiEnergy (“Cities”) engaged the services of consultants to review the Company’s filing. The consultants identified numerous unreasonable expenses and proposed significant reductions to the Company’s request. Accordingly, Cities’ attorneys recommend that all Cities members adopt the Resolution denying the rate change. Once the Resolution is adopted, SiEnergy will have 30 days to appeal the decision to the Railroad Commission of Texas (“RRC”) where the appeal will be consolidated with SiEnergy’s filing for the environs and those cities that have relinquished their jurisdiction currently pending at the RRC (i.e. Case No. OS-26-00031317).

Under the law, cities with original jurisdiction over this matter have 125 days from the initial filing to take final action on the Company’s application. By the agreement of the parties, this deadline was suspended until September 4, 2026. As such, all cities with original jurisdiction will need to adopt the Resolution no later than September 4, 2026.

Accordingly, the purpose of the Resolution is to deny the rate application proposed by SiEnergy.

EXPLANATION OF “BE IT RESOLVED" PARAGRAPHS

1. This paragraph finds that the Company’s application is unreasonable and should be denied.

2. This section states that the Company’s current rates shall not be changed.

3. The Company will reimburse Cities for its reasonable rate case expenses. Legal counsel and consultants approved by the Cities will submit monthly invoices that will be forwarded to SiEnergy for reimbursement.

4. This section merely recites that the Resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

5. This section provides SiEnergy and counsel for Cities will be notified of the City's action by sending a copy of the approved and signed Resolution to counsel.

FISCAL NOTES:

There is no fiscal impact associated with this agenda item.

ATTACHMENTS:

1. 20260811 Denial Resolution SiEnergy Gas, LLC Rate Case

RESOLUTION NO. R-2026-###

A RESOLUTION OF THE CITY OF HUTTO, TEXAS FINDING THAT SIENERGY GAS, LLC'S STATEMENT OF INTENT TO INCREASE RATES FILING WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Hutto, Texas ("City") is a gas utility customer of SiEnergy Gas, LLC ("SiEnergy" or "Company") within the incorporated areas served by SiEnergy, and a regulatory authority with an interest in the rates and charges of SiEnergy; and

WHEREAS, the City is a member of Cities Served by SiEnergy (such participating cities are referred to herein as "Cities"), a coalition of similarly situated cities served by SiEnergy that have joined together to efficiently and cost effectively review and respond to natural gas issues affecting rates charged by the Company; and

WHEREAS, on or about May 4, 2026, SiEnergy filed with the City a Statement of Intent to increase gas rates, seeking to increase natural gas revenues by $4 million within the Company's incorporated areas and consolidate its operations and assets with the other members of SiEnergy Holding, LLC; and

WHEREAS, Cities has coordinated its review of SiEnergy's Statement of Intent filing and designated attorneys and consultants to resolve issues in the Company's filing; and

WHEREAS, through review of the application, Cities' consultants determined that SiEnergy's proposed rates are excessive; and

WHEREAS, Cities' members and attorneys recommend that members deny the Statement of Intent; and

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

SECTION 1. That the rates proposed by SiEnergy to be recovered through its gas rates charged to customers located within the City limits are hereby found to be unreasonable and shall be denied.

SECTION 2. That the Company shall continue to charge its existing rates to customers within the City.

SECTION 3. That the City's reasonable rate case expenses shall be reimbursed in full by SiEnergy.

SECTION 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 5. That a copy of this Resolution shall be sent to SiEnergy representatives June M. Dively and Daniel Cross, SiEnergy Gas, LLC, 13215 Bee Cave Pkwy, Suite B-250, Bee Cave, Texas 78738 (junedively@sienergy.com and dancroll@sienergy.com), and to Jamie L. Mauldin at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (jmauldin@lglawfirm.com).

PASSED AND APPROVED this 20th day of August, 2026.

CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Laura Hallmark, City Secretary

AGENDA ITEM REPORT
8.9.

To:	City Council
Subject:	Consideration and possible action on acceptance of the July 2026 financial report (Alberta Barrett)
Meeting:	Thursday, August 20, 2026
Department:	Finance /
Staff Contact:	Alberta Barrett

ITEM SUMMARY:

Staff presents financial statements monthly to the City Council. The following are highlights of the first ten months of the fiscal year:
General fund revenues are currently at 86.49% of budgeted amounts. This is tracking slower than July 2026, in which 91.24% of revenues were received.

- In August 2026, the City is set to begin receiving distributions directly from the State Comptroller for sales taxes generated in areas within the City-ESD sales tax agreement.
- The mixed beverage tax collections have already surpassed the annual budgeted amount due to the presence of new businesses within the City the past year. Some of these businesses receive rebates for their mixed beverage taxes, which are reflected in the “sales tax rebate” line item.
- General fund expenditures are at 71.41% of budgeted amounts. Expenditures tend to increase in the spring and summer months, with programs such as summer camp and road maintenance occurring during those time periods. General fund expenditures in June of last year were at 75.02% of budgeted amounts.
- Cash balances are approximately $307 million. The $307 million cash balance excludes the cash held by the City's public improvement districts, local government corporations, and tax increment reinvestment zones.

FISCAL NOTES:

No fiscal impact.

ATTACHMENTS:

1. July Financial Statements

AGENDA ITEM REPORT
8.9.

MONTHLY UNAUDITED FINANCIAL REPORT

FOR THE MONTH ENDED JULY 31, 2026

Finance Department

TABLE OF CONTENTS

Major Funds at a Glance 1

General Fund Dashboard 2

GENERAL FUND

Statement of Revenues and Expenditures - Budget and Actual 5

OTHER GOVERNMENTAL SCHEDULES

Special Revenue Funds..... 11

ENTERPRISE FUNDS

Utility Fund Dashboard 19

Water/Wastewater Fund 21

Impact Fees Fund..... 23

Solid Waste Fund..... 24

CAPITAL IMPROVEMENT FUNDS

Bond Funds 25

General Capital Improvement 33

LOCAL GOVERNMENT CORPORATIONS

Cottonwood Development Corporation 34

MISCELLANEOUS

Sales Tax, Four Year Comparison..... 36

Cash Balance by Fund..... 37

Building Permit Revenue Analysis..... 39

Budget Transfers..... 40

Blanket PO Report..... 43

Bond Authorization Report..... 44

CITY OF HUTTO

MAJOR FUNDS AT A GLANCE

FOR THE MONTH ENDED JULY 31, 2026

GENERAL FUND (10) SUMMARY	**Budget**	**Fiscal YTD**
Budgeted Beginning Fund Balance	$ 10,614,355	$ 10,614,355
Revenue	35,511,923	30,715,838
Expenses	35,222,123	25,151,202
Ending Fund Balance	**$ 10,904,155**	**$ 16,178,991**

UTILITY FUND (50) SUMMARY	**Budget**	**Fiscal YTD**
Budgeted Beginning Fund Balance	$ 12,408,745	$ 12,408,745
Revenue	40,383,288	26,413,808
Expenses	41,206,528	20,712,423
Ending Fund Balance	**$ 11,585,505**	**$ 18,110,130**

DEBT SERVICE (11) SUMMARY	**Budget**	**Fiscal YTD**
Budgeted Beginning Fund Balance	$ 2,124,296	$ 2,124,296
Revenue	8,668,093	8,448,669
Expenses	8,497,898	2,465,003
Ending Fund Balance	**$ 2,294,491**	**$ 8,107,962**

HOTEL TAX FUND (24) SUMMARY	**Budget**	**Fiscal YTD**
Budgeted Beginning Fund Balance	$ 1,396,768	$ 1,396,768
Revenue	435,908	272,325
Expenses	163,674	97,427
Ending Fund Balance	**$ 1,669,002**	**$ 1,571,666**

ECONOMIC DEVELOPMENT (EDC) FUND (35) SUMMARY	**Budget**	**Fiscal YTD**
Budgeted Beginning Fund Balance	$ 8,373,536	$ 8,373,536
Revenue	58,022,035	13,759,581
Expenses	56,950,311	6,777,432
Ending Fund Balance	**$ 9,445,260**	**$ 15,355,685**

PARK IMPROVEMENT FUND (40) SUMMARY	**Budget**	**Fiscal YTD**
Budgeted Beginning Fund Balance	$ 1,478,600	$ 1,478,600
Revenue	246,875	64,500
Expenses	541,301	284,451
Ending Fund Balance	**$ 1,184,174**	**$ 1,258,649**

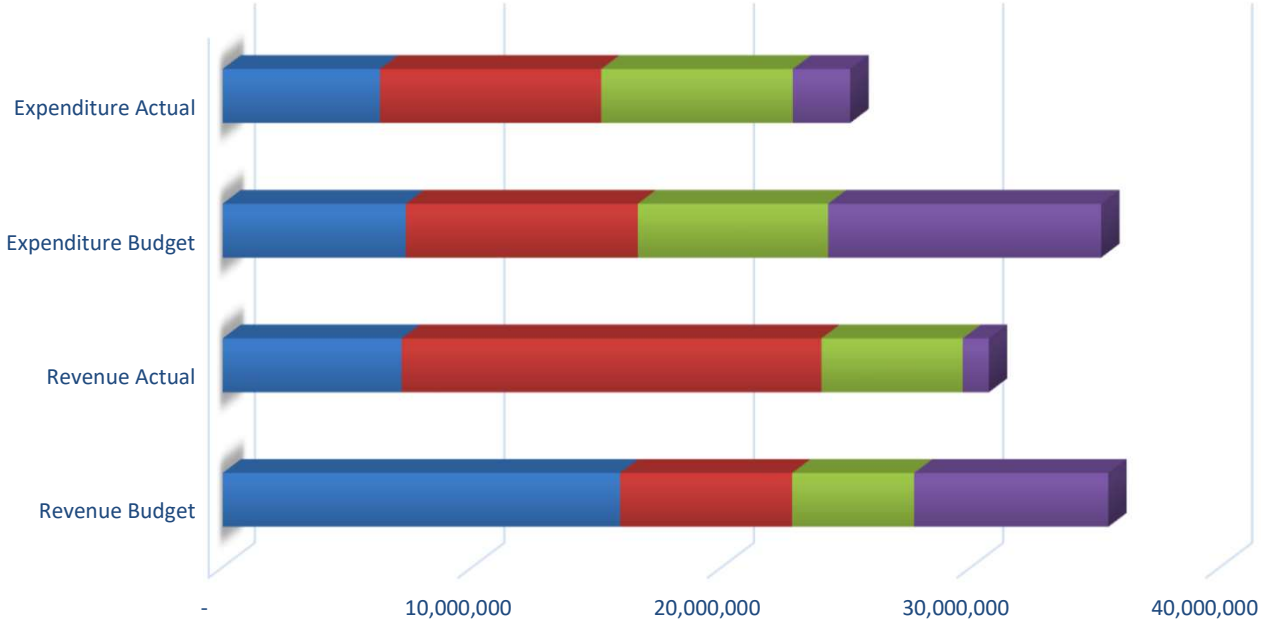
COMMUNITY BENEFIT FEE FUND (41) SUMMARY	**Budget**	**Fiscal YTD**
Budgeted Beginning Fund Balance	$ 2,705,228	$ 2,705,228
Revenue	87,413	163,299
Expenses	1,549,701	1,092,184
Ending Fund Balance	**$ 1,242,940**	**$ 1,776,343**

TRANSPORTATION IMPROVEMENT FUND (42) SUMMARY	**Budget**	**Fiscal YTD**
Budgeted Beginning Fund Balance	$ 8,905,976	$ 8,905,976
Revenue	1,800,696	1,778,084
Expenses	6,083,641	1,385,193
Ending Fund Balance	**$ 4,623,031**	**$ 9,298,867**

IMPACT FEE FUND (52) SUMMARY	**Budget**	**Fiscal YTD**
Budgeted Beginning Fund Balance	$ 28,618,797	$ 28,618,797
Revenue	10,726,746	6,397,278
Expenses	18,462,789	3,078,369
Ending Fund Balance	**$ 20,882,754**	**$ 31,937,706**

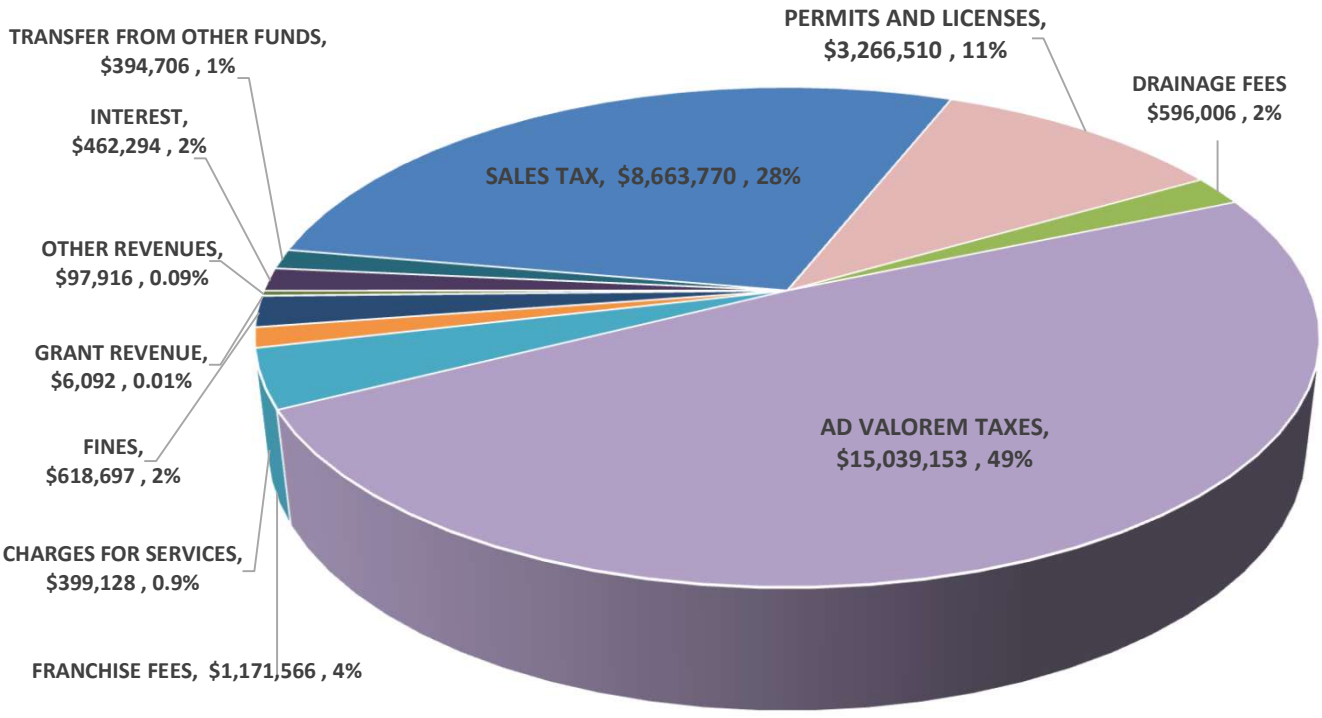
FINANCIAL DASHBOARD FOR THE MONTH ENDING JULY 31, 2026

GENERAL FUND



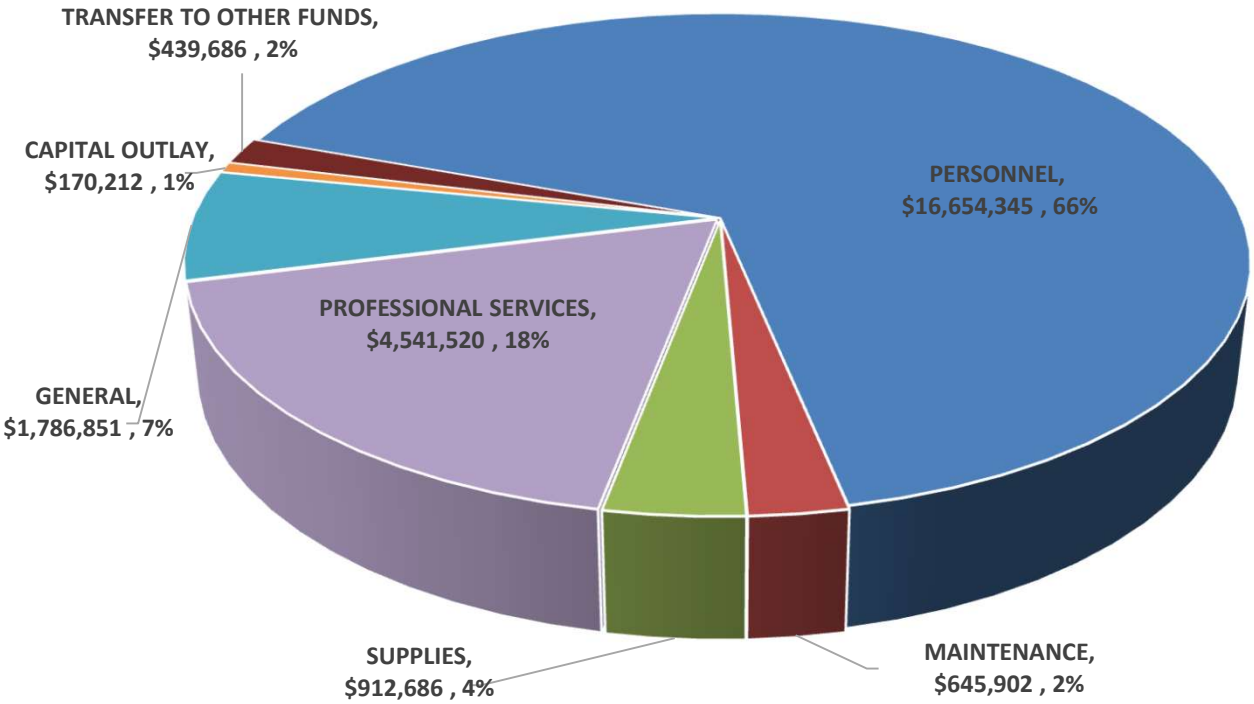
	Revenue Budget	Revenue Actual	Expenditure Budget	Expenditure Actual
Quarter 1	15,927,096	7,174,141	7,343,813	6,309,354
Quarter 2	6,896,415	16,819,768	9,291,597	8,865,631
Quarter 3	4,889,992	5,671,154	7,625,590	7,675,820
Quarter 4	7,798,420	1,050,775	10,961,123	2,300,397

GENERAL FUND REVENUE

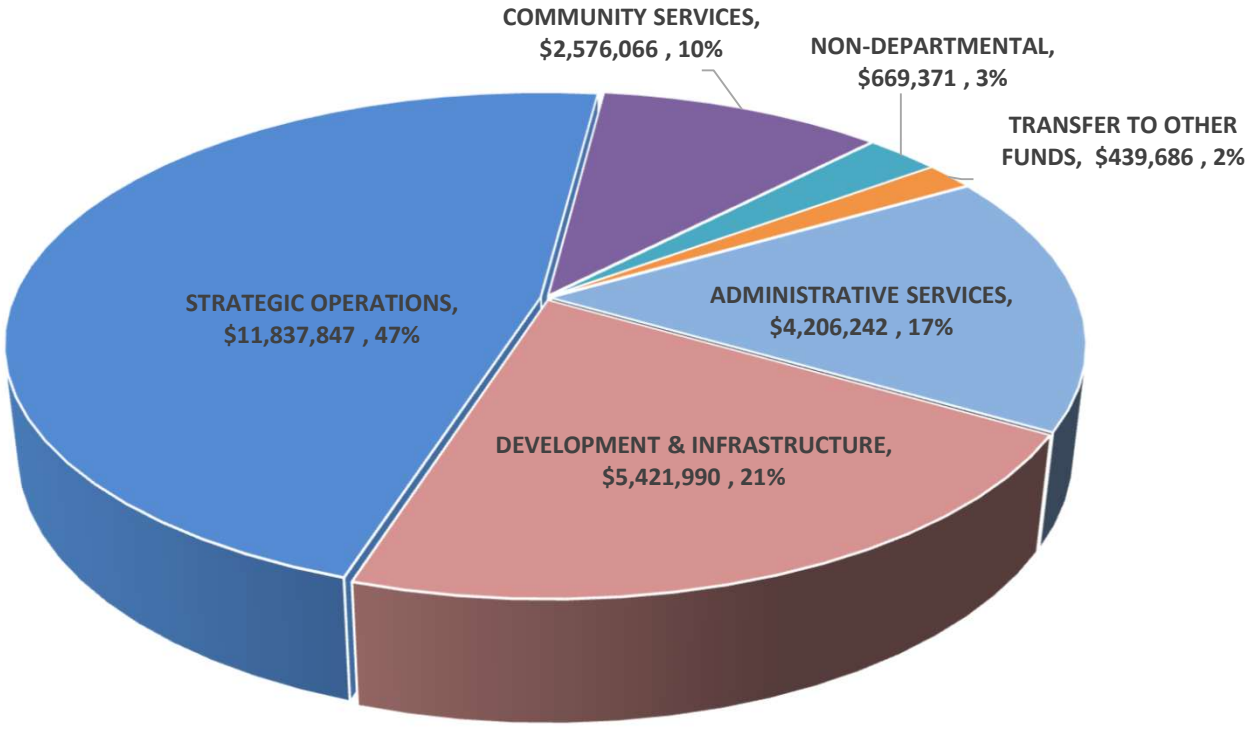


FINANCIAL DASHBOARD FOR THE MONTH ENDING JULY 31, 2026

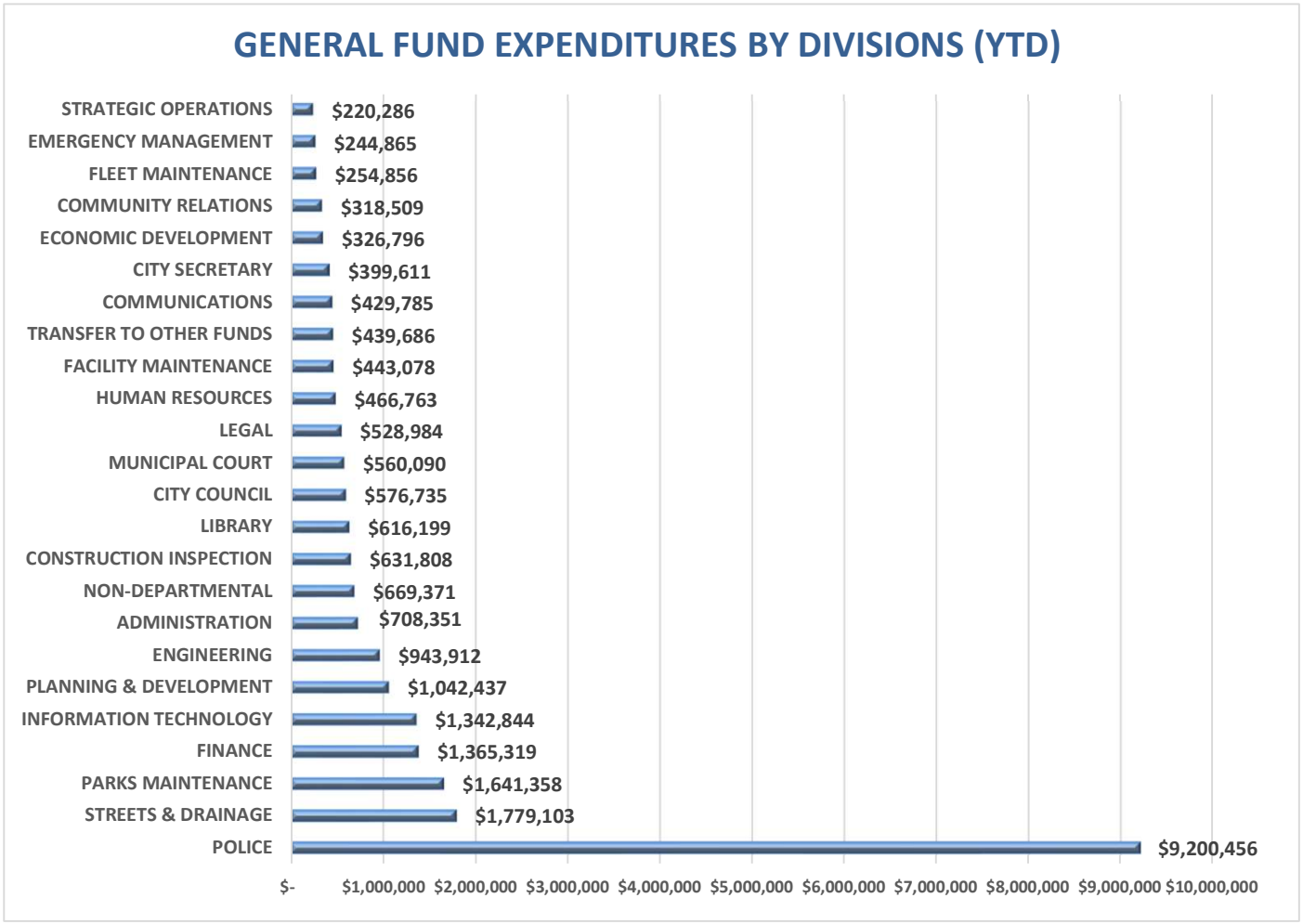
GENERAL FUND EXPENDITURES BY TYPE



GENERAL FUND EXPENDITURES BY DEPARTMENTS (YTD)



FINANCIAL DASHBOARD FOR THE MONTH ENDING JULY 31, 2026



CITY OF HUTTO

GENERAL FUND

STATEMENT OF REVENUES

FOR THE MONTH ENDED JULY 31, 2026

REVENUES	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET	
AD VALOREM TAXES	13,895,836	14,560,616	15,331,687	19,514	15,084,000	(247,687)	98.38%	(a)
PROPERTY TAX REBATES	(1,776,524)	(12,756)	(142,614)	(20,420)	(44,847)	97,767	-	
SALES TAX	10,339,346	11,536,796	11,958,651	891,150	9,075,704	(2,882,947)	75.89%	*
SALES TAX REBATES	(823,668)	(937,048)	(1,200,000)	(118,538)	(504,202)	695,798	42.02%	
CITY LIQUOR SALES TAX	56,454	80,559	68,499	10,656	92,268	23,769	134.70%	(b)
FRANCHISE FEES	1,354,462	1,492,426	1,550,259	4,114	1,171,566	(378,693)	75.57%	
PERMITS AND LICENSES	5,288,896	4,146,674	4,751,415	85,027	3,266,510	(1,484,905)	68.75%	
CHARGES FOR SERVICES	356,474	386,554	396,800	5,646	399,128	2,328	100.59%	(c)
FINES	501,865	733,555	732,147	66,165	618,697	(113,450)	84.50%	
DRAINAGE FEES	657,211	689,291	690,000	60,341	596,006	(93,994)	86.38%	
GRANT REVENUE	38,171	86,659	3,111	3,125	6,092	2,981	100.00%	(d)
OTHER REVENUES	310,566	2,211,272	61,800	8,948	97,916	36,116	158.44%	(e)
INTEREST	804,437	529,800	535,000	35,047	462,294	(72,706)	86.41%	
SUB - TOTAL	31,003,526	35,504,398	34,736,755	1,050,775	30,321,132	(4,415,623)	87.29%	
TRANSFER FROM OTHER FUNDS	1,084,866	-	775,168	-	394,706	(380,462)	50.92%	
TOTAL REVENUES	**32,088,392**	**35,504,398**	**35,511,923**	**1,050,775**	**30,715,838**	**(4,796,085)**	**86.49%**	

GENERAL FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Fiscal YTD
Beginning Estimated Fund Balance	5,564,745	7,812,477	10,614,355	10,614,355
Revenue	32,088,392	35,504,398	35,511,923	30,715,838
Expenditures	29,840,660	32,702,520	35,222,123	25,151,202
Ending Estimated Fund Balance	**$ 7,812,477**	**$ 10,614,355**	**$ 10,904,155**	**$16,178,991**
Reserve Requirement (20%)			6,908,035	6,908,035
Remaining Unreserved Fund Balance			**3,996,120**	**9,270,956**

*See page 35 for additional information

(a) Property taxes are 99.9% collected through July
(b) Increased due to new dining establishment
(c) Revenue for stormwater fees over budget
(d) Library grant revenue received
(e) Recovery from insurance for damaged vehicles

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED JULY 31, 2026

		FY 2023-2024 ACTUAL	FY 2024-2025 ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET	
ADMINISTRATIVE SERVICES	**ADMINISTRATION**								
	PERSONNEL	$ 955,689	$ 931,457	$ 789,560	$ 60,461	$ 626,484	$ 163,076	79.35%	
	SUPPLIES	27,685	21,956	11,828	710	11,317	511	95.68%	
	PROFESSIONAL SERVICES	385	-	540	-	540	-	100.00%	
	GENERAL	53,820	71,542	71,695	9,200	70,010	1,685	97.65%	
	CAPITAL OUTLAY	-	-	-	-	-	-	-	
	TOTAL ADMINISTRATION	$ 1,037,579	$ 1,024,955	$ 873,623	$ 70,371	$ 708,351	$ 165,272	81.08%	
	CITY COUNCIL								
	PERSONNEL	$ 64,638	$ 63,297	$ 73,915	$ 7,105	$ 60,591	$ 13,324	81.97%	
	SUPPLIES	14,892	242	10,950	23	252	10,698	2.30%	(a)
	PROFESSIONAL SERVICES	620	2,470	273,100	2,170	10,154	262,946	3.72%	(b)
	GENERAL	574,028	564,996	451,047	34,277	383,468	67,579	85.02%	
	CAPITAL OUTLAY	-	-	129,598	25,063	122,270	7,328	94.35%	
	TOTAL CITY COUNCIL	$ 654,178	$ 631,005	$ 938,610	$ 68,638	$ 576,735	$ 361,875	61.45%	
	LEGAL								
	PROFESSIONAL SERVICES	$ 1,269,565	$ 1,079,342	$ 840,042	$ 2,619	$ 528,984	$ 311,058	62.97%	
	TOTAL LEGAL	$ 1,269,565	$ 1,079,342	$ 840,042	$ 2,619	$ 528,984	$ 311,058	62.97%	
	HUMAN RESOURCES								
	PERSONNEL	$ 446,532	$ 468,132	$ 450,278	$ 28,975	$ 315,267	$ 135,011	70.02%	
	SUPPLIES	36,594	26,539	42,980	1,745	18,505	24,475	43.05%	
	PROFESSIONAL SERVICES	121,458	111,022	148,524	47,032	110,737	37,787	74.56%	
	GENERAL	27,749	36,733	31,561	-	22,254	9,307	70.51%	
	CAPITAL OUTLAY	-	-	-	-	-	-	-	
	TOTAL HUMAN RESOURCES	$ 632,333	$ 642,426	$ 673,343	$ 77,752	$ 466,763	$ 206,580	69.32%	
	FINANCE								
	PERSONNEL	$ 917,534	$ 1,144,050	$ 1,416,890	$ 110,968	$ 1,090,728	$ 326,162	76.98%	
	SUPPLIES	7,432	5,901	11,620	163	8,854	2,766	76.20%	
	PROFESSIONAL SERVICES	161,269	263,430	319,329	(2,500)	231,012	88,317	72.34%	
	GENERAL	130,617	55,425	64,022	5,736	34,725	29,297	54.24%	
	CAPITAL OUTLAY	-	-	-	-	-	-	-	
	TOTAL FINANCE	$ 1,216,852	$ 1,468,806	$ 1,811,861	$ 114,367	$ 1,365,319	$ 446,542	75.35%	
	MUNICIPAL COURT								
	PERSONNEL	$ 385,340	$ 515,250	$ 518,043	$ 41,211	$ 415,558	$ 102,485	80.22%	
	SUPPLIES	3,969	4,921	2,800	47	902	1,898	32.21%	
	PROFESSIONAL SERVICES	44,078	54,324	55,700	7,913	42,484	13,216	76.27%	
	GENERAL	40,260	101,966	91,808	10,408	101,146	(9,338)	110.17%	(c)
	CAPITAL OUTLAY	151,970	-	-	-	-	-	-	
	TOTAL MUNICIPAL COURT	$ 625,617	$ 676,461	$ 668,351	$ 59,579	$ 560,090	$ 108,261	83.80%	
DEV & INFRAS	**ECONOMIC DEVELOPMENT**								
	PERSONNEL	$ 243,874	$ 520,048	$ 394,840	$ 30,569	$ 315,065	$ 79,775	79.80%	
	SUPPLIES	5,102	5,329	9,514	21	2,739	6,775	28.79%	
	MAINTENANCE	-	-	-	-	-	-	-	
	PROFESSIONAL SERVICES	9,044	9,377	10,040	-	-	10,040	-	
	GENERAL	20,800	34,291	41,923	-	8,992	32,931	21.45%	
	CAPITAL OUTLAY	-	-	-	-	-	-	-	
	TOTAL ECONOMIC DEVELOPMENT	$ 278,820	$ 569,045	$ 456,317	$ 30,590	$ 326,796	$ 129,521	71.62%	

(a) Unexpended Downtown Business Association security request
(b) Unexpended ride share program funds
(c) Increase in credit card fee charges. Hutto researching alternatives for future reduction in this expense

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED JULY 31, 2026

DEVELOPMENT & INFRASTRUCTURE

	FY 2023-2024 ACTUAL	FY 2024-2025 ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET	
PLANNING & DEVELOPMENT								
PERSONNEL	$ 1,188,717	$ 1,300,126	$ 1,228,128	$ 85,826	$ 910,283	$ 317,845	74.12%	
SUPPLIES	20,559	15,193	13,451	361	8,208	5,243	61.02%	
MAINTENANCE	13,083	-	-	-	-	-	-	
PROFESSIONAL SERVICES	683,587	363,022	362,299	23,526	115,967	246,332	32.01%	(d)
GENERAL	86,218	35,203	26,545	1,000	7,979	18,566	30.06%	
CAPITAL OUTLAY	-	44,649	-	-	-	-	-	
TOTAL PLANNING & DEVELOPMENT	$ 1,992,164	$ 1,758,193	$ 1,630,423	$ 110,713	$ 1,042,437	$ 587,986	63.94%	
ENGINEERING								
PERSONNEL	$ 675,781	$ 855,387	$ 1,336,810	$ 79,883	$ 913,396	$ 423,414	68.33%	
SUPPLIES	10,608	15,934	5,600	-	1,464	4,136	26.14%	
PROFESSIONAL SERVICES	78,725	43,415	73,703	1,723	20,101	53,602	27.27%	
GENERAL	15,120	23,787	12,230	-	8,951	3,279	73.19%	
CAPITAL OUTLAY	38,335	-	-	-	-	-	-	
TOTAL ENGINEERING	$ 818,569	$ 938,523	$ 1,428,343	$ 81,606	$ 943,912	$ 484,431	66.08%	
CONSTRUCTION INSPECTION								
PERSONNEL	$ 442,174	$ 624,812	$ 689,067	$ 54,855	$ 543,098	$ 145,969	78.82%	
SUPPLIES	35,047	31,620	29,532	(1,142)	23,300	6,232	78.90%	
MAINTENANCE	144	-	-	-	-	-	-	
PROFESSIONAL SERVICES	9,027	10,841	65,570	5,870	61,008	4,562	93.04%	
GENERAL	5,236	6,214	8,415	265	4,402	4,013	52.31%	
CAPITAL OUTLAY	91,952	145,786	-	-	-	-	-	
TOTAL CONSTRUCTION INSPECTION	$ 583,580	$ 819,273	$ 792,584	$ 59,848	$ 631,808	$ 160,776	79.71%	
STREETS & DRAINAGE								
PERSONNEL	$ 728,150	$ 1,056,976	$ 1,071,678	$ 87,002	$ 873,264	$ 198,414	81.49%	
SUPPLIES	134,045	162,112	163,865	13,509	104,958	58,907	64.05%	
MAINTENANCE	1,441,320	1,822,551	2,392,722	76,549	217,391	2,175,331	9.09%	(e)
PROFESSIONAL SERVICES	268,461	431,799	475,255	1,954	323,906	151,349	68.15%	
GENERAL	285,523	383,625	411,413	33,520	259,584	151,829	63.10%	
CAPITAL OUTLAY	804,456	18,649	-	-	-	-	-	
TOTAL STREETS & DRAINAGE	$ 3,661,955	$ 3,875,712	$ 4,514,933	$ 212,534	$ 1,779,103	$ 2,735,830	39.40%	
FLEET MAINTENANCE								
PERSONNEL	$ 151,331	$ 207,376	$ 208,283	$ 15,999	$ 168,264	$ 40,019	80.79%	
SUPPLIES	4,621	5,449	3,291	867	3,561	(270)	108.20%	(f)
MAINTENANCE	175,446	119,703	133,297	(33,736)	76,240	57,057	57.20%	
PROFESSIONAL SERVICES	2,657	3,798	8,720	529	6,791	1,929	77.88%	
GENERAL	-	-	2,000	-	-	2,000	-	
CAPITAL OUTLAY	-	-	-	-	-	-	-	
TOTAL FLEET MAINTENANCE	$ 334,055	$ 336,326	$ 355,591	$ (16,341)	$ 254,856	$ 100,735	71.67%	
FACILITY MAINTENANCE								
PERSONNEL	$ 203,574	$ 213,142	$ 235,147	$ 16,823	$ 160,254	$ 74,893	68.15%	
SUPPLIES	18,546	24,884	24,771	34	11,057	13,714	44.64%	
MAINTENANCE	429,385	269,237	269,112	5,699	181,996	87,116	67.63%	
PROFESSIONAL SERVICES	88,791	118,455	127,452	3,170	89,771	37,681	70.44%	
GENERAL	1,711	-	650	-	-	650	-	
CAPITAL OUTLAY	207,327	-	-	-	-	-	-	
TOTAL FACILITY MAINTENANCE	$ 949,334	$ 625,718	$ 657,132	$ 25,726	$ 443,078	$ 214,054	67.43%	

(d) UDC rewrite, third party inspection, and plan review
(e) Maintenance program expenditures to occur in August and September
(f) Pending transfer to cover toll charges

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED JULY 31, 2026

STRATEGIC OPERATIONS

	FY 2023-2024 ACTUAL	FY 2024-2025 ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
STRATEGIC OPERATIONS							
PERSONNEL	$ -	$ 162,553	$ 275,745	$ 20,818	$ 219,917	$ 55,828	79.75%
SUPPLIES	-	75	371	-	369	2	99.46%
PROFESSIONAL SERVICES	-	13,029	-	-	-	-	-
GENERAL	95,834	6,324	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
TOTAL STRATEGIC OPERATIONS	$ 95,834	$ 181,981	$ 276,116	$ 20,818	$ 220,286	$ 55,830	79.78%
POLICE							
PERSONNEL	$ 6,692,883	$ 8,057,677	$ 8,655,448	$ 672,460	$ 6,876,522	$ 1,778,926	79.45%
SUPPLIES	504,997	601,193	588,264	9,072	426,033	162,231	72.42%
MAINTENANCE	44,573	96,399	75,839	1,511	56,785	19,054	74.88%
PROFESSIONAL SERVICES/FEES	646,211	1,176,293	2,069,406	35,855	1,650,729	418,677	79.77%
GENERAL	219,037	181,705	195,026	8,102	142,445	52,581	73.04%
CAPITAL OUTLAY	757,304	410,101	48,000	-	47,942	58	99.88%
TOTAL POLICE	$ 8,865,005	$ 10,523,368	$ 11,631,983	$ 727,000	$ 9,200,456	$ 2,431,527	79.10%
CITY SECRETARY							
PERSONNEL	$ 224,076	$ 283,178	$ 288,167	$ 21,949	$ 231,469	$ 56,698	80.32%
SUPPLIES	857	353	433	-	240	193	55.43%
PROFESSIONAL SERVICES	146,364	170,895	184,401	37,732	163,502	20,899	88.67%
GENERAL	6,316	5,378	5,987	53	4,400	1,587	73.49%
CAPITAL OUTLAY	-	-	-	-	-	-	-
TOTAL CITY SECRETARY	$ 377,613	$ 459,804	$ 478,988	$ 59,734	$ 399,611	$ 79,377	83.43%
COMMUNICATIONS							
PERSONNEL	$ 395,064	$ 378,351	$ 428,662	$ 32,277	$ 342,408	$ 86,254	79.88%
SUPPLIES	10,578	2,832	1,671	140	805	866	48.17%
PROFESSIONAL SERVICES	140,644	69,535	87,793	1,719	77,310	10,483	88.06%
GENERAL	10,152	60,123	11,375	-	9,262	2,113	81.42%
CAPITAL OUTLAY	-	-	-	-	-	-	-
TOTAL COMMUNICATIONS	$ 556,438	$ 510,841	$ 529,501	$ 34,136	$ 429,785	$ 99,716	81.17%
INFORMATION TECHNOLOGY							
PERSONNEL	$ 385,693	$ 587,909	$ 654,984	$ 55,259	$ 494,485	$ 160,499	75.50%
SUPPLIES	81,239	104,908	28,168	1,297	9,970	18,198	35.39%
PROFESSIONAL SERVICES	621,550	779,941	1,023,012	40,481	833,401	189,611	81.47%
GENERAL	3,661	10,426	11,508	1,972	4,988	6,520	43.34%
CAPITAL OUTLAY	191,310	-	-	-	-	-	-
TOTAL INFORMATION TECHNOLOGY	$ 1,283,453	$ 1,483,184	$ 1,717,672	$ 99,009	$ 1,342,844	$ 374,828	78.18%
EMERGENCY MANAGEMENT							
PERSONNEL	$ 225,749	$ 307,198	$ 296,283	$ 23,789	$ 214,188	$ 82,095	72.29%
SUPPLIES	13,799	10,387	12,621	551	4,903	7,718	38.85%
PROFESSIONAL SERVICES	-	10,202	37,554	1,930	23,339	14,215	62.15%
GENERAL	3,101	8,624	9,200	-	2,435	6,765	26.47%
CAPITAL OUTLAY	48,997	-	-	-	-	-	-
TOTAL EMERGENCY MANAGEMENT	$ 291,646	$ 336,411	$ 355,658	$ 26,270	$ 244,865	$ 110,793	68.85%

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED JULY 31, 2026

		FY 2023-2024 ACTUAL	FY 2024-2025 ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET	
COMMUNITY SERVICES	**LIBRARY**								
	PERSONNEL	$ 442,616	$ 637,810	$ 661,755	$ 51,512	$ 537,125	$ 124,630	81.17%	
	SUPPLIES	66,182	54,653	65,268	3,177	49,915	15,353	76.48%	
	PROFESSIONAL SERVICES	8,208	3,193	6,300	450	4,715	1,585	74.84%	
	GENERAL	9,414	14,527	20,171	2,692	24,444	(4,273)	121.18%	(g)
	CAPITAL OUTLAY	-	-	-	-	-	-	-	
	TOTAL LIBRARY	$ 526,420	$ 710,183	$ 753,494	$ 57,831	$ 616,199	$ 137,295	81.78%	
	COMMUNITY SVCS ADMIN								
	PERSONNEL	$ 210,590	$ 292,316	$ 393,426	$ 30,165	$ 316,397	$ 77,029	80.42%	
	SUPPLIES	252,462	2,905	5,100	355	2,112	2,988	41.41%	
	PROFESSIONAL SERVICES	61,789	6,899	-	-	-	-	-	
	GENERAL	17,408	14,756	1,100	(61)	-	1,100	-	
	CAPITAL OUTLAY	-	-	-	-	-	-	-	
	TOTAL COMMUNITY SVCS ADMIN	$ 542,249	$ 316,876	$ 399,626	$ 30,459	$ 318,509	$ 81,117	79.70%	
	PARKS & RECREATION								
	PERSONNEL	$ 1,087,305	$ 1,290,377	$ 1,228,414	$ 156,954	$ 1,029,582	$ 198,832	83.81%	
	SUPPLIES	137,396	121,240	260,445	22,574	207,248	53,197	79.57%	
	MAINTENANCE	115,339	139,616	134,950	13,986	113,490	21,460	84.10%	
	PROFESSIONAL SERVICES	167,423	220,773	392,495	27,019	233,718	158,777	59.55%	
	GENERAL	59,608	88,067	72,870	5,225	57,320	15,550	78.66%	
	CAPITAL OUTLAY	46,785	16,975	-	-	-	-	-	
	TOTAL PARKS & RECREATION	$ 1,613,856	$ 1,877,048	$ 2,089,174	$ 225,758	$ 1,641,358	$ 447,816	78.56%	
NON-DEPT	**NON-DEPARTMENTAL**								
	SUPPLIES	$ 18,595	$ 19,867	$ 19,220	$ 1,383	$ 15,974	$ 3,246	83.11%	
	MAINTENANCE	-	-	-	-	-	-	-	
	PROFESSIONAL SERVICES	668	4,960	16,125	1,031	13,351	2,774	82.80%	
	GENERAL	554,596	695,886	809,061	20,898	640,046	169,015	79.11%	
	CAPITAL OUTLAY	53,860	246,659	-	-	-	-	-	
	OTHER FINANCING USES & DEBT SERV	271,686	423,181	-	-	-	-	-	
	TOTAL NON-DEPARTMENTAL	$ 899,405	$ 1,390,553	$ 844,406	$ 23,312	$ 669,371	$ 175,035	79.27%	
	TRANSFERS TO OTHER FUNDS	$ 734,140	$ 466,486	$ 504,352	$ 98,068	$ 439,686	$ 64,666	87.18%	
	TOTAL EXPENDITURES	**$ 29,840,660**	**$ 32,702,520**	**$ 35,222,123**	**$ 2,300,397**	**$ 25,151,202**	**$ 10,070,921**	**71.41%**	

(g) Grant expenditures offset by revenue received

CITY OF HUTTO
OTHER GOVERNMENTAL FUNDS
STATEMENT OF REVENUES AND EXPENDITURES
FOR THE MONTH ENDED JULY 31, 2026

		FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET	
COURT FUNDS									
REVENUES		46,008	63,495	59,489	5,804	51,834	(7,655)	87.13%	
EXPENDITURES		8,522	34,036	88,251	3,950	60,181	28,070	68.19%	
	NET CHANGE	37,486	29,459	(28,762)	1,854	(8,347)	20,415		
HUTTO POLICE SEIZURE FUND									
REVENUES		1,500	2,911	1,250	98	891	(359)	71.28%	
EXPENDITURES		-	-	20,000	-	-	20,000	-	
	NET CHANGE	1,500	2,911	(18,750)	98	891	19,641		
POLICE LEOSE FUNDS									
REVENUES		6,447	6,753	150	26	6,787	6,637	4524.67%	(a)
EXPENDITURES		25,108	-	2,100	-	-	2,100	-	
	NET CHANGE	(18,661)	6,753	(1,950)	26	6,787	8,737		
PEG CAPITAL FUND									
REVENUES		40,614	37,033	35,100	599	19,360	(15,740)	55.16%	
EXPENDITURES		4,376	-	24,634	-	19,251	5,383	78.15%	
	NET CHANGE	36,238	37,033	10,466	599	109	(10,357)		

(a) Leose grant received

OTHER GOVERNMENTAL FUNDS
STATEMENT OF REVENUES & EXPENSES
DETAILED BY FUND

CITY OF HUTTO

DEBT SERVICE FUND (11)

STATEMENT OF REVENUES & EXPENSES

FOR THE MONTH ENDED JULY 31, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
PROPERTY TAX	$ 6,460,967	$ 7,332,984	$ 7,709,737	$ 10,375	$ 8,094,904	$ 385,167	105.00%
INTEREST EARNED	274,437	175,624	175,000	22,328	153,765	(21,235)	87.87%
TRANSFER FROM OTHER FUNDS	366,676	1,060,481	783,356	-	200,000	(583,356)	25.53%
TOTAL REVENUES	**$ 7,102,080**	**$ 8,569,089**	**$ 8,668,093**	**$ 32,703**	**$ 8,448,669**	**$ (219,424)**	**97.47%**
EXPENDITURES							
2013 CO	161,762	160,940	160,047	-	24,798	135,249	15.49%
2013 Refunding GO	162,667	163,490	161,800	-	12,761	149,039	7.89%
2015 CO/GO	100,688	102,032	101,800	-	11,704	90,096	11.50%
2016 GO	462,125	465,125	462,900	-	48,963	413,937	10.58%
2017 LTN	633,270	-	-	-	-	-	-
2017 CO	613,488	758,538	760,000	-	185,019	574,981	24.34%
Bond Principal (2019A GO)	776,788	1,076,688	1,072,900	-	288,969	783,931	26.93%
Bond (2019B)	403,098	590,098	597,600	-	163,799	433,801	27.41%
GO 2020B	592,305	593,005	588,500	-	54,253	534,247	9.22%
GO 2020A	207,215	202,265	202,300	-	16,158	186,142	7.99%
GO 2022	1,647,425	1,644,675	1,645,700	-	517,838	1,127,862	31.47%
GO 2023	1,015,145	727,175	729,200	-	264,613	464,587	36.29%
2023A	-	795,044	797,294	-	263,647	533,647	33.07%
2024 GO	-	815,635	745,396	-	372,625	372,771	49.99%
2024 CO	-	464,763	424,656	-	212,328	212,328	50.00%
Misc Debt Service	41,795	44,852	47,805	-	27,528	20,277	57.58%
TOTAL EXPENSES	**$ 6,817,771**	**$ 8,604,325**	**$ 8,497,898**	**$ -**	**$ 2,465,003**	**$ 6,032,895**	**29.01%**
NET CHANGE IN FUND BALANCE	**$ 284,309**	**$ (35,236)**	**$ 170,195**	**$ 32,703**	**$ 5,983,666**		

DEBT SERVICE FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	$ 1,875,223	$ 2,159,532	$ 2,124,296	$ 2,124,296
Revenue	7,102,080	8,569,089	8,668,093	8,448,669
Expenses	6,817,771	8,604,325	8,497,898	2,465,003
Ending Fund Balance	**$ 2,159,532**	**$ 2,124,296**	**$ 2,294,491**	**$ 8,107,962**

CITY OF HUTTO

HOTEL TAX FUND (24)

STATEMENT OF REVENUES & EXPENSES

FOR THE MONTH ENDED JULY 31, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
OCCUPANCY TAX	$ 323,064	$ 340,636	$ 380,000	$ 55,958	$ 234,365	$ (145,635)	61.68%
INTEREST	41,740	45,478	55,908	4,530	37,960	(17,948)	67.90%
TOTAL REVENUES	**$ 364,804**	**$ 386,114**	**$ 435,908**	**$ 60,488**	**$ 272,325**	**$ (163,583)**	**62.47%**
EXPENDITURES							
Supplies & Materials	-	40,840	-	-	-	-	-
Advertising	-	-	15,000	-	-	15,000	-
Promotion of the Arts (>15%)	-	-	48,460	6,691	9,024	39,436	18.62%
Special Events	-	-	100,214	82	88,403	11,811	88.21%
TOTAL EXPENSES	**$ -**	**$ 40,840**	**$ 163,674**	**$ 6,773**	**$ 97,427**	**$ 66,247**	**59.53%**
NET CHANGE IN FUND BALANCE	**$ 364,804**	**$ 345,274**	**$ 272,234**	**$ 53,715**	**$ 174,898**		

HOTEL TAX FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	$ 686,690	$ 1,051,494	$ 1,396,768	$ 1,396,768
Revenue	364,804	386,114	435,908	272,325
Expenses	-	40,840	163,674	97,427
Ending Fund Balance	**$ 1,051,494**	**$ 1,396,768**	**$ 1,669,002**	**$ 1,571,666**

CITY OF HUTTO

ECONOMIC DEVELOPMENT FUND (35)

STATEMENT OF REVENUES & EXPENSES

FOR THE MONTH ENDED JULY 31, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET	
REVENUES								
SALES TAX	$ 3,423,580	$ 3,680,966	$ 3,618,706	$ 297,050	$ 3,007,336	$ (611,370)	83.11%	
INTEREST	158,682	154,716	175,000	22,999	217,532	42,532	124.30%	
OTHER REVENUE	955,927	2,818,514	7,971,893	94,000	7,690,393	(281,500)	96.47%	(a)
GRANT REVENUE	12,600	6,300	-	-	6,300	6,300	100%	
CONTRIBUTION FROM CITY	(8,049)	-	46,256,436	1,831,546	2,838,020	(43,418,416)	6.14%	(b)
TOTAL REVENUES	**$ 4,542,740**	**$ 6,660,496**	**$ 58,022,035**	**$ 2,245,595**	**$ 13,759,581**	**$ (44,262,454)**	**23.71%**	
EXPENDITURES								
Supplies & Materials	7,681	8,676	2,408	-	862	1,546	35.80%	
Contractual Services	229,123	229,831	323,579	13,941	179,845	143,734	55.58%	
Other/MISC Expenses	500,556	1,253,515	1,165,903	200	476,242	689,661	40.85%	
Capital Outlay	(44,442)	1,000,000	47,281,436	333,657	3,171,677	44,109,759	6.71%	(b)
Land Purchase	-	-	2,289,500	-	344,365	1,945,135	15.04%	(c)
Debt Services	2,632,930	2,554,933	5,887,485	381,240	2,604,441	3,283,044	44.24%	
TOTAL EXPENSES	**$ 3,325,848**	**$ 5,046,955**	**$ 56,950,311**	**$ 729,038**	**$ 6,777,432**	**$ 50,172,879**	**11.90%**	
NET CHANGE IN FUND BALANCE	**$ 1,216,892**	**$ 1,613,541**	**$ 1,071,724**	**$ 1,516,557**	**$ 6,982,149**	**$ 5,910,425**		

ECONOMIC DEVELOPMENT FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	YTD
Budgeted Beginning Fund Balance	$ 5,543,103	$ 6,759,995	$ 8,373,536	$ 8,373,536
Revenue	4,542,740	6,660,496	58,022,035	13,759,581
Expenses	3,325,848	5,046,955	56,950,311	6,777,432
Ending Fund Balance	**$ 6,759,995**	**$ 8,373,536**	**$ 9,445,260**	**$ 15,355,685**

(a) Revenue tied to land sales and option payment

(b) Activity tied to joint EDC/City capital projects

(c) Pending purchase of FS#1 and Project Air

CITY OF HUTTO
EDC/CITY SALES TAX FUND (36)
STATEMENT OF REVENUES & EXPENSES
FOR THE MONTH ENDED JULY 31, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
SALES TAX	$ -	$ -	$ -	$ -	$ 750,000	$ 750,000	100%
INTEREST	-	-	-	-	-	-	-
TOTAL REVENUES	**$ -**	**$ -**	**$ -**	**$ -**	**$ 750,000**	**$ 750,000**	**100%**
EXPENDITURES							
CAPITAL OUTLAY	-	-	-	-	-	-	-
TOTAL EXPENSES	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**-**
NET CHANGE IN FUND BALANCE	**$ -**	**$ -**	**$ -**	**$ -**	**$ 750,000**		

HOTEL TAX FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	$ -	$ -	$ -	$ -
Revenue	-	-	-	750,000
Expenses	-	-	-	-
Ending Fund Balance	**$ -**	**$ -**	**$ -**	**$ 750,000**

CITY OF HUTTO

PARK IMPROVEMENT FUND (40)

STATEMENT OF REVENUES & EXPENSES

FOR THE MONTH ENDED JULY 31, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
INTEREST	$ 125,058	$ 66,442	$ 46,875	$ 3,639	$ 35,405	$ (11,470)	75.53%
PARK LAND FEES	199,193	685,705	200,000	-	29,095	(170,905)	14.55%
SUB - TOTAL	$ 324,251	$ 752,147	$ 246,875	$ 3,639	$ 64,500	$ (182,375)	26.13%
TRANSFER FROM OTHER FUNDS	-	-	-	-	-	-	-
TOTAL REVENUES	**$ 324,251**	**$ 752,147**	**$ 246,875**	**$ 3,639**	**$ 64,500**	**$ (182,375)**	**26.13%**
EXPENDITURES							
Parks Master Plan	136,674	-	22,040	-	1,445	20,595	6.56%
Trails Master Plan	59,726	-	-	-	-	-	-
Capital Improvement Fund							
P02 Fritz Park Improvements	1,058,176	143,822	259,980	-	81,341	178,639	31.29%
P04 Field Lighting	299,300	-	-	-	-	-	-
P05 Trail Lighting	253,657	241,239	-	-	-	-	-
P06 Veteran's Memorial	99,696	-	-	-	-	-	-
P08 Trail Expansion from Cross Creek to Creekside	223,864	1,250	-	-	-	-	-
P09 Trail Expansion at Adam Orgain Park	5,750	3,904	-	-	-	-	-
P10 Hutto Lake Park Dock Replacement	46,992	-	-	-	-	-	-
P11 Replace Fencing at Fritz Park Tennis Courts	37,477	-	-	-	-	-	-
P12 Security Cameras at multiple parks	6,167	13,100	-	-	-	-	-
P13 ZapStand (AED) at Mager Fields	8,750	8,750	-	-	-	-	-
P15 Athletic Fields & Feasibility Study	30,462	5,790	-	-	-	-	-
P16 Brushy Creek Amphitheater Improvements	15,000	-	-	-	-	-	-
P18 Pickleball Courts	8,000	118,110	-	-	19,403	(19,403)	100%
P19 Adam Orgain Restroom	49,457	40,415	235,156	853	162,981	72,175	69.31%
P22 Hutto Lake Park South Trail Extension	-	-	-	-	-	-	-
P34 Hutto Lake Park Playground	-	22,486	24,125	2,000	19,281	4,844	79.92%
TOTAL EXPENSES	**$ 2,339,148**	**$ 598,866**	**$ 541,301**	**$ 2,853**	**$ 284,451**	**$ 256,850**	**52.55%**
NET CHANGE IN FUND BALANCE	**$ (2,014,897)**	**$ 153,281**	**$ (294,426)**	**$ 786**	**$ (219,951)**		

PARK IMPROVEMENT FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	$ 3,340,216	$ 1,325,319	$ 1,478,600	$ 1,478,600
Revenue	324,251	752,147	246,875	64,500
Expenses	2,339,148	598,866	541,301	284,451
Ending Fund Balance	**$ 1,325,319**	**$ 1,478,600**	**$ 1,184,174**	**$ 1,258,649**

CITY OF HUTTO

COMMUNITY BENEFIT FEE FUND (41)

STATEMENT OF REVENUES & EXPENSES

FOR THE MONTH ENDED JULY 31, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
INTEREST	$ 184,359	$ 114,315	$ 87,413	$ 5,340	$ 63,299	$ (24,114)	72.41%
SPECIAL EVENT REVENUE	-	48,788	-	-	-	-	-
PID FEES - PRAIRIE WINDS	-	980,000	-	-	-	-	-
PID FEES - COTTONWOOD CREEK	-	533,063	-	-	-	-	-
CAPITAL CONTRIBUTIONS	-	-	-	100,000	100,000	100,000	100.00%
SUB - TOTAL	$ 184,359	$ 1,676,166	$ 87,413	$ 105,340	$ 163,299	$ (24,114)	186.81%
TRANSFER FROM OTHER FUNDS	-	-	-	-	-	-	-
TOTAL REVENUES	**$ 184,359**	**$ 1,676,166**	**$ 87,413**	**$ 105,340**	**$ 163,299**	**$ (24,114)**	**186.81%**
EXPENDITURES							
CR 137 Repairs	333,200	-	-	-	-	-	-
REFY Sidewalks	-	-	500,000	-	-	500,000	-
Sidewalk Construction	-	-	-	-	-	-	-
Brushy Creek Amphitheater (annual maint)	-	-	-	-	62,013	(62,013)	100%
Holidays in Hutto	-	15,222	-	-	-	-	-
Parks Special Events	-	168,815	-	-	-	-	-
Downtown Christmas Lights	-	23,435	-	-	-	-	-
Purchase Property	-	773,563	-	-	-	-	-
Capital Improvements							
F01 new Public Works Facility	-	-	-	-	-	-	-
F02 new Police Facility	26,910	28,922	102,669	-	100,839	1,830	100%
Fxx new Parks facility	-	-	-	-	-	-	-
T10 Ed Schmidt Safety & Operations	290,420	167,749	73,321	-	59,259	14,062	80.82%
T19 CR 199 Reconstruction	1,018,915	49,744	-	-	15,847	(15,847)	100%
P06 Veteran's Memorial	-	378,975	198,711	975	183,226	15,485	92.21%
P07 YMCA Improvements	-	-	500,000	-	500,000	-	100%
Live Oak Street Extension		-	175,000	-	171,000	4,000	97.71%
TOTAL EXPENSES	**$ 1,669,445**	**$ 1,606,425**	**$ 1,549,701**	**$ 975**	**$ 1,092,184**	**$ 457,517**	**29.52%**
NET CHANGE IN FUND BALANCE	**$ (1,485,086)**	**$ 69,741**	**$ (1,462,288)**	**$ 104,365**	**$ (928,885)**		

COMMUNITY BENEFIT FEE FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	$ 4,120,573	$ 2,635,487	$ 2,705,228	$ 2,705,228
Revenue	184,359	1,676,166	87,413	163,299
Expenses	1,669,445	1,606,425	1,549,701	1,092,184
Ending Fund Balance	**$ 2,635,487**	**$ 2,705,228**	**$ 1,242,940**	**$ 1,776,343**

CITY OF HUTTO

TRANSPORTATION IMPROVEMENT FUND (42)

STATEMENT OF REVENUES & EXPENSES

FOR THE MONTH ENDED JULY 31, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
INTEREST	$ 289,444	$ 333,988	$ 300,696	$ 26,853	$ 244,951	$ (55,745)	81.46%
TRANSPORTATION IMPACT FEES	4,424,350	1,294,754	1,500,000	57,377	1,533,133	33,133	102.21%
SUB - TOTAL	$ 4,713,794	$ 1,628,742	$ 1,800,696	$ 84,230	$ 1,778,084	$ (22,612)	98.74%
TRANSFER FROM OTHER FUNDS	-	-	-	-	-	-	-
TOTAL REVENUES	**$ 4,713,794**	**$ 1,628,742**	**$ 1,800,696**	**$ 84,230**	**$ 1,778,084**	**$ (22,612)**	**98.74%**
EXPENDITURES							
Traffic Impact Fee Study	109,968	24,042	-	-	-	-	-
Mobility Master Plan	179,986	-	-	-	-	-	-
Capital Improvement Fund							
T10 Ed Scmidt Safety & Operations	-	-	-	-	-	-	-
T11 Emory Farms	109,522	287,093	212,035	-	204,286	7,749	96.35%
T13 Traffic Signal at Innovation & Limmer Loop	128,100	181,937	333,963	-	87,801	246,162	26.29%
T15 Exhange Blvd. Reconstruction	-	-	1,117,149	-	-	1,117,149	-
T16 - FM 1660 Main Hippo	-	-	1,056,994	-	-	1,056,994	-
T18 CR 163 Reconstruction	-	325,497	381,092	-	306,769	74,323	80.50%
T19 CR 199 Reconstruction	-	53,805	669,083	-	266,720	402,363	39.86%
T22 Innovation Expansion	-	-	500,000	-	-	500,000	-
T20 FM 3349 Bridge Beautification Project	-	83,792	-	-	-	-	-
T26 SH 130 NB Frontage	-	-	500,000	-	315,138	184,862	63.03%
T46/T79 Intersection @ Ed Schmidt and Live Oak	-	-	500,000	-	-	500,000	-
T48 Limmer from Ed Schmidt to 1660	-	-	313,325	-	24,146	289,179	7.71%
T73 Carl Stern 168S	-	-	500,000	-	180,333	319,667	-
TOTAL EXPENSES	**$ 527,576**	**$ 956,166**	**$ 6,083,641**	**$ -**	**$ 1,385,193**	**$ 4,698,448**	**22.77%**
NET CHANGE IN FUND BALANCE	**$ 4,186,218**	**$ 672,576**	**$ (4,282,945)**	**$ 84,230**	**$ 392,891**		

TRANSPORTATION IMPROVEMENT FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	$ 4,047,182	$ 8,233,400	$ 8,905,976	$ 8,905,976
Revenue	4,713,794	1,628,742	1,800,696	1,778,084
Expenses	527,576	956,166	6,083,641	1,385,193
Ending Fund Balance	**$ 8,233,400**	**$ 8,905,976**	**$ 4,623,031**	**$ 9,298,867**

CITY OF HUTTO

ARPA FUND (65)

STATEMENT OF REVENUES & EXPENSES

FOR THE MONTH ENDED JULY 31, 2026

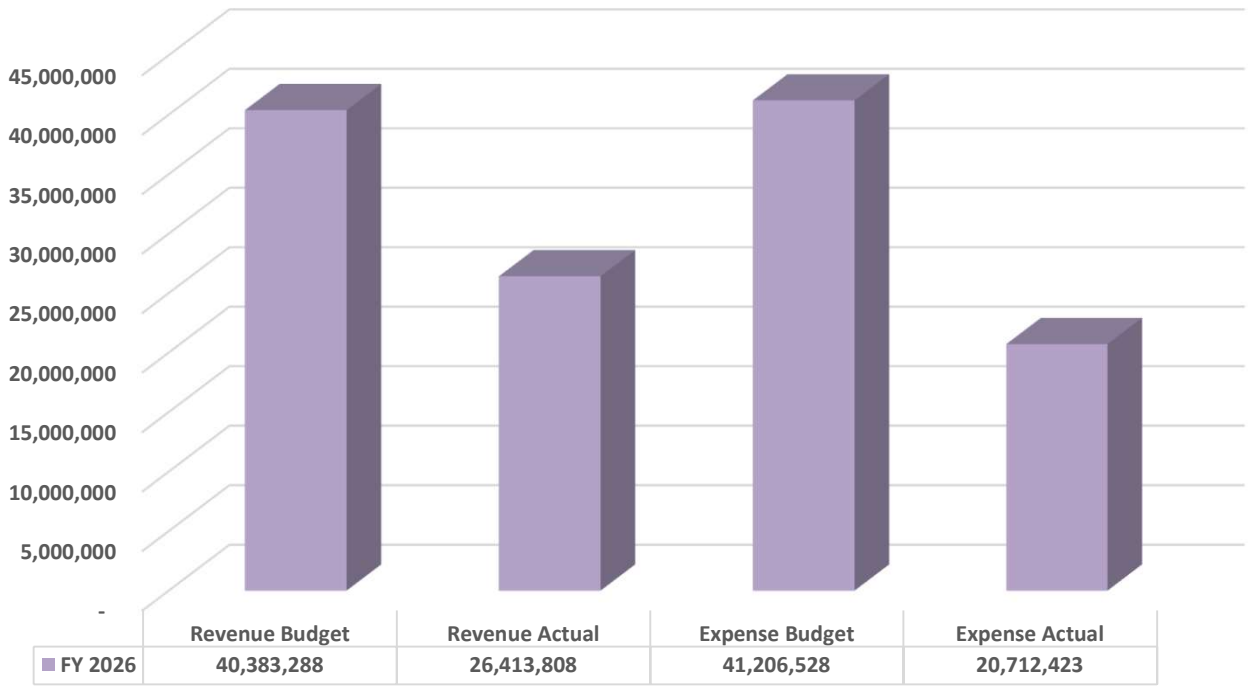
	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
INTEREST	$ 287,382	$ 277,199	$ 19,411	$ 7,793	$ 186,442	$ 167,031	100%
GRANT REVENUE	-	6,244,540	-	-	3,755,460	3,755,460	100%
SUB - TOTAL	$ 287,382	$ 6,521,739	$ 19,411	$ 7,793	$ 3,941,902	$ 3,922,491	100%
TRANSFER FROM OTHER FUNDS	-	-	-	-	-	-	-
TOTAL REVENUES	**$ 287,382**	**$ 6,521,739**	**$ 19,411**	**$ 7,793**	**$ 3,941,902**	**$ 3,922,491**	**100%**
EXPENSES							
Capital Improvement Fund							
W12 Water Distribution Lines	-	-	-	-	-	-	-
W03 Northwest Transmission Water Main	63,017	-	-	-	-	-	-
WW10 SE Loop Wastewater Interceptor	919,853	-	315,618	-	132,401	183,217	41.95%
Capital Outlay	-	-	-	-	-	-	-
Other Financing Uses	-	6,142,065	-	-	-	-	-
Transfer to Other Funds							
Transfer to Fund 58	-	-	-	-	7,979,942	(7,979,942)	100% (a)
TOTAL EXPENSES	**$ 982,870**	**$ 6,142,065**	**$ 315,618**	**$ -**	**$ 8,112,343**	**$ (7,796,725)**	
NET CHANGE IN FUND BALANCE	**$ (695,488)**	**$ 379,674**	**$ (296,207)**	**$ 7,793**	**$ (4,170,441)**		

ARPA FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	$ 7,084,973	$ 6,389,485	$ 6,769,159	$ 6,769,159
Revenue	287,382	6,521,739	19,411	3,941,902
Expenses	982,870	6,142,065	315,618	8,112,343
Ending Fund Balance	**$ 6,389,485**	**$ 6,769,159**	**$ 6,472,952**	**$ 2,598,718**

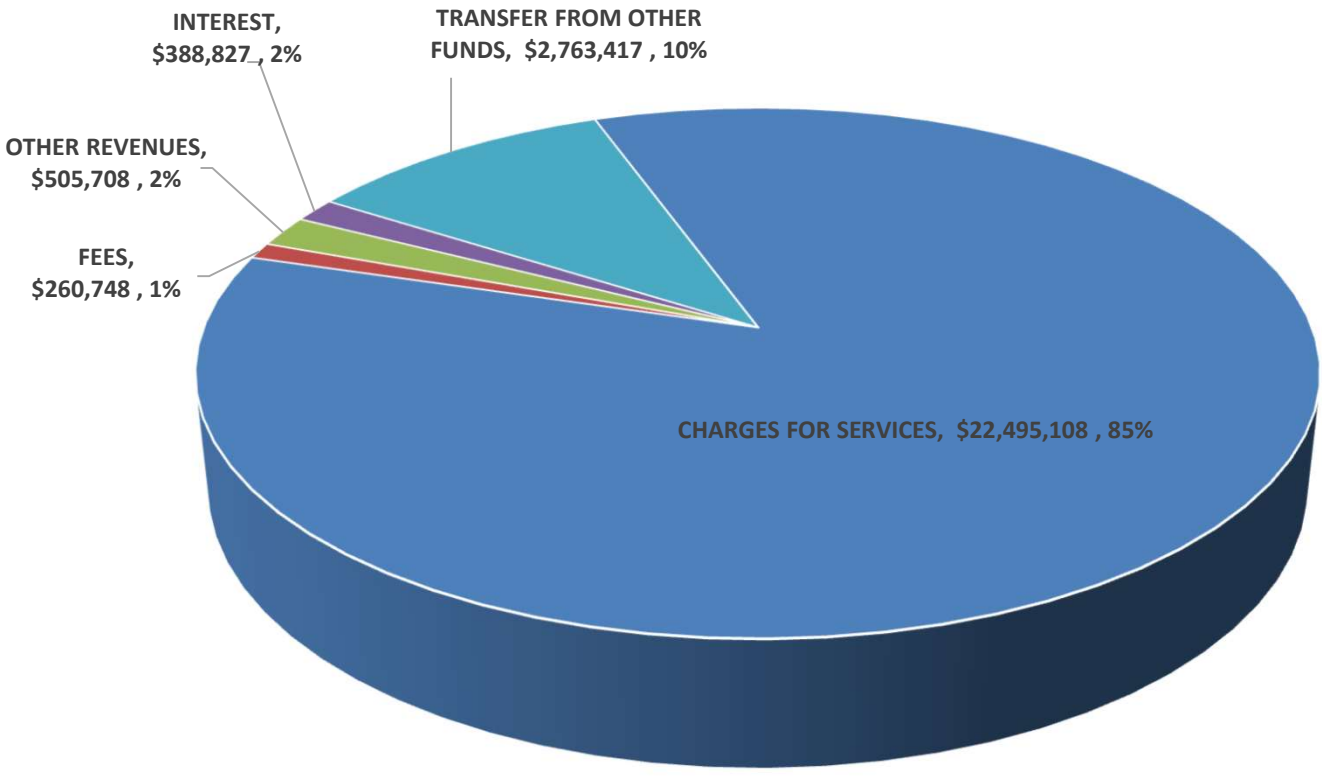
(a) Transfer to reimburse bond fund for County ARPA expenditures

FINANCIAL DASHBOARD FOR THE MONTH ENDING JULY 31, 2026

UTILITY FUND

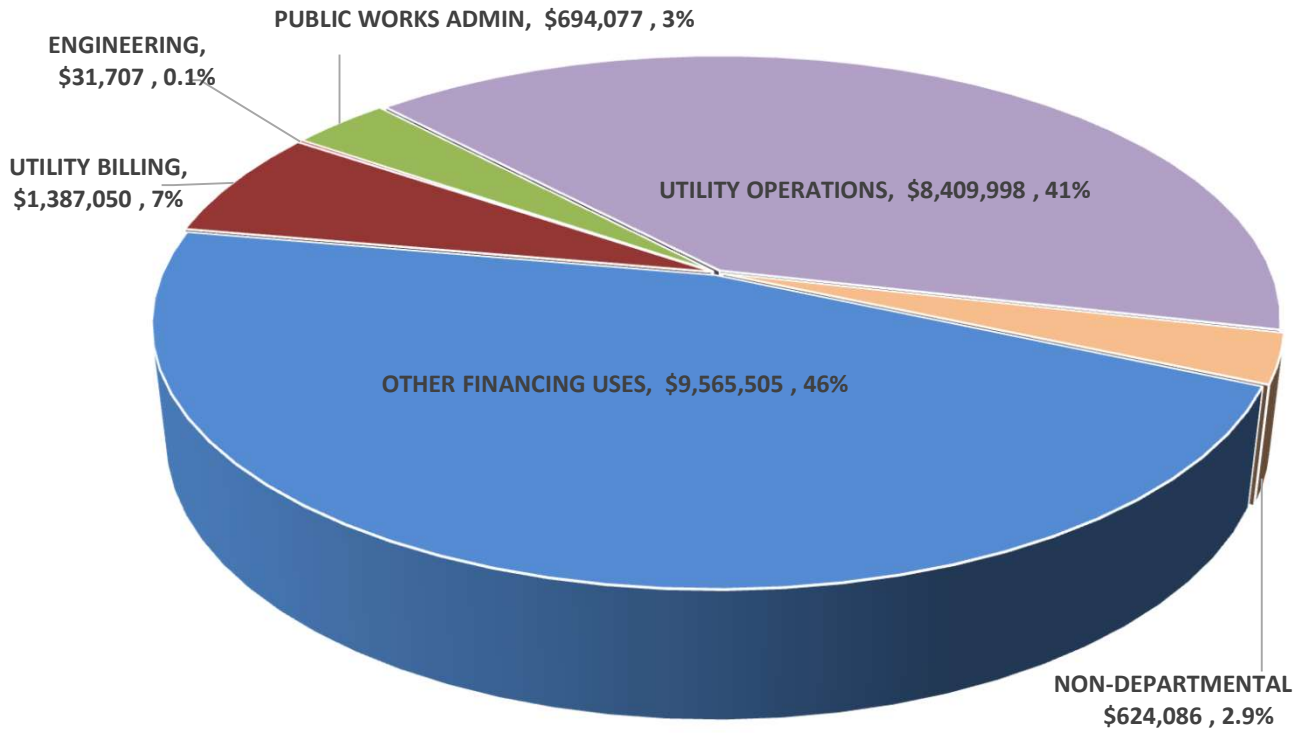


UTILITY FUND REVENUES

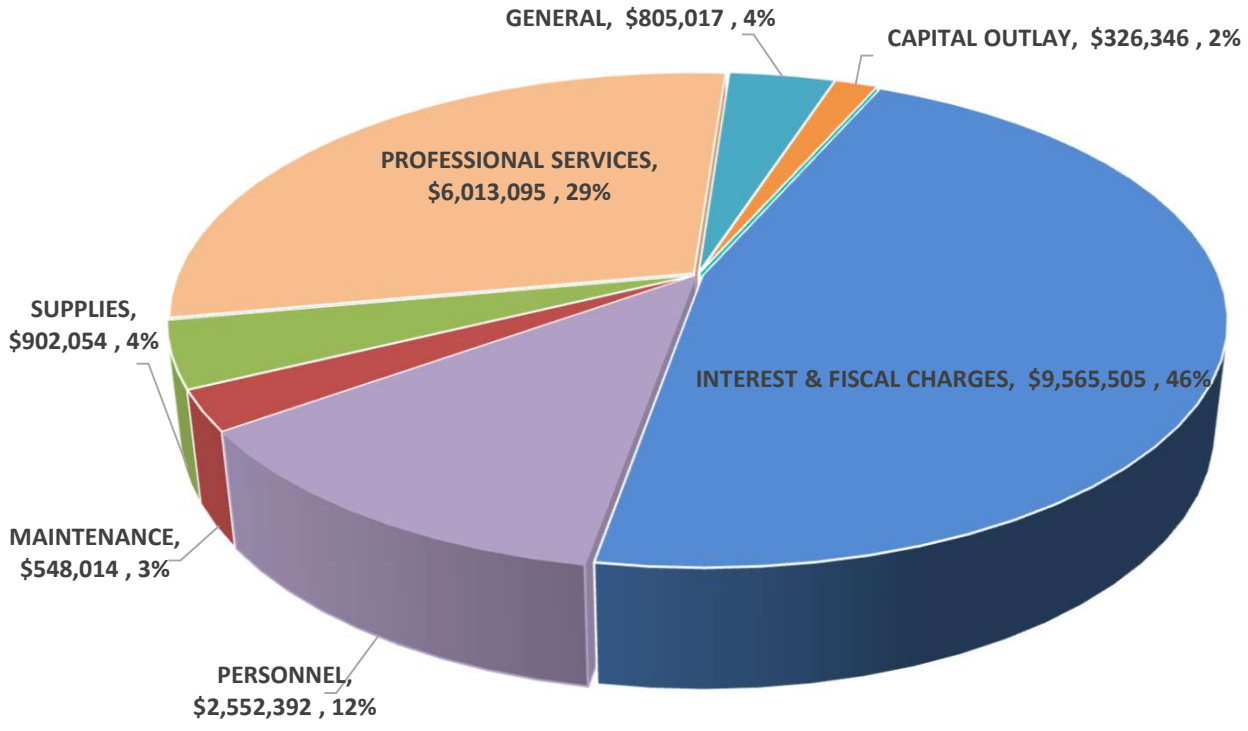


FINANCIAL DASHBOARD FOR THE MONTH ENDING JULY 31, 2026

UTILITY FUND EXPENDITURES BY DEPARTMENT (YTD)



UTILITY FUND EXPENDITURES BY TYPE



CITY OF HUTTO

UTILITY FUND

STATEMENT OF REVENUES & EXPENSES

FOR THE MONTH ENDED JULY 31, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET	
REVENUES								
CHARGES FOR SERVICES	$ 18,870,046	$ 23,185,135	$ 28,348,954	$ 2,275,788	$ 22,495,108	$ (5,853,846)	79.35%	
FEES	728,386	604,700	331,600	20,485	260,748	$ (70,852)	78.63%	
OTHER REVENUES	8,538	5,183	507,834	2,369	505,708	$ (2,126)	99.58%	(a)
INTEREST	440,028	530,228	425,000	48,620	388,827	$ (36,173)	91.49%	
BAD DEBT ADJUSTMENT	(59,786)	(49,367)	-	-	-	$ -	-	
SUB - TOTAL	$ 19,987,212	$ 24,275,879	$ 29,613,388	$ 2,347,262	$ 23,650,391	$ (5,962,997)	79.86%	
TRANSFER FROM OTHER FUNDS	3,702,730	9,959,320	10,769,900	-	2,763,417	(8,006,483)	25.66%	(b)
TOTAL REVENUES	**$ 23,689,942**	**$ 34,235,199**	**$ 40,383,288**	**$ 2,347,262**	**$ 26,413,808**	**$ (13,969,480)**	**65.41%**	

UTILITY FUND SUMMARY	FY 2023-2024 Audited	FY 2024-2025 Audited	FY 2025-2026 Budget	Fiscal YTD
Beginning Estimated Fund Balance	10,255,636	11,288,783	$ 12,408,745	$ 12,408,745
Revenue	23,689,942	34,235,199	40,383,288	26,413,808
Expenses	22,656,795	33,115,237	41,206,528	20,712,423
Ending Estimated Fund Balance	**$ 11,288,783**	**$ 12,408,745**	**$ 11,585,505**	**$ 18,110,130**
Reserve Requirement (20%)			$ 8,193,086	$ 8,193,086
Remaining Unreserved Fund Balance			**$ 3,392,419**	**$ 9,917,044**

(a) FY25 operations and maintenance refund received from Brazos River Authority

(b) Majority of transfer to happen at end of fiscal year

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET	
UTILITY BILLING								
PERSONNEL	$ 485,990	$ 504,230	$ 589,362	$ 38,252	$ 458,978	$ 130,384	77.88%	
SUPPLIES	73,363	97,335	558,249	542	550,536	7,713	98.62%	(a)
MAINTENANCE	-	-	-	-	-	-	-	
PROFESSIONAL SERVICES	130,291	163,795	372,413	5,584	305,038	67,375	81.91%	
GENERAL	892,148	897,634	107,999	297	72,498	35,501	67.13%	
CAPITAL OUTLAY	-	-	-	-	-	-	-	
TOTAL UTILITY BILLING	$ 1,581,792	$ 1,662,994	$ 1,628,023	$ 44,675	$ 1,387,050	$ 240,973	85.20%	
ENGINEERING								
PROFESSIONAL SERVICES	$ 18,949	$ 24,295	$ 37,898	$ -	$ 31,707	$ 6,191	83.66%	
TOTAL ENGINEERING	$ 18,949	$ 24,295	$ 37,898	$ -	$ 31,707	$ 6,191	83.66%	
PUBLIC WORKS ADMIN								
PERSONNEL	$ 531,232	$ 693,401	$ 681,245	$ 52,455	$ 543,269	$ 137,976	79.75%	
SUPPLIES	3,751	7,348	4,800	427	1,528	3,272	31.83%	
PROFESSIONAL SERVICES	263,703	123,276	185,158	-	136,274	48,884	73.60%	
GENERAL	62,216	18,845	25,892	1,233	13,006	12,886	50.23%	
CAPITAL OUTLAY	-	-	-	-	-	-	-	
TOTAL PUBLIC WORKS ADMIN	$ 860,902	$ 842,870	$ 897,095	$ 54,115	$ 694,077	$ 203,018	77.37%	
UTILITY OPERATIONS								
PERSONNEL	$ 1,041,358	$ 1,729,324	$ 1,988,523	$ 135,086	$ 1,550,145	$ 438,378	77.95%	
SUPPLIES	299,946	379,227	492,536	11,325	349,204	143,332	70.90%	
MAINTENANCE	347,868	420,186	1,043,365	7,294	548,014	495,351	52.52%	
PROFESSIONAL SERVICES	5,920,989	6,242,293	9,122,229	327,767	5,367,149	3,755,080	58.84%	
GENERAL	552,987	791,007	785,153	70,007	595,486	189,667	75.84%	
CAPITAL OUTLAY	66,362	15,785	36,500	-	-	36,500	-	(b)
TOTAL UTILITY OPERATIONS	$ 8,229,510	$ 9,577,822	$ 13,468,306	$ 551,479	$ 8,409,998	$ 5,058,308	62.44%	
NON-DEPARTMENTAL								
SUPPLIES	$ -	$ -	$ 7,150	$ -	$ 786	$ 6,364	10.99%	
GENERAL	97,250	137,962	147,977	-	124,027	23,950	83.82%	
PROFESSIONAL SERVICES	203,505	209,998	264,839	3,375	172,927	91,912	65.30%	
CAPITAL OUTLAY	9,749	16,374	204,600	-	326,346	(121,746)	159.50%	(c)
TRANSFERS TO OTHER FUNDS	11,655,138	2,228,853	-	-	-	-	-	
TOTAL NON-DEPARTMENTAL	$ 11,965,642	$ 2,593,187	$ 624,566	$ 3,375	$ 624,086	$ 480	99.92%	
OTHER FINANCING SOURCES (USES)								
PRINCIPAL PAYMENTS	$ -	$ 4,780,970	$ 5,419,850	$ -	$ -	$ 5,419,850	-	(b)
INTEREST & FISCAL CHARGES	-	15,665,605	19,130,790	-	9,565,505	9,565,285	50.00%	
DEBT SERVICE - ACCRUED INTEREST	-	(2,032,506)	-	-	-	-	-	
TOTAL UTILITY OPERATIONS	$ -	$ 18,414,069	$ 24,550,640	$ -	$ 9,565,505	$ 14,985,135	38.96%	
TOTAL EXPENSES	**$ 22,656,795**	**$ 33,115,237**	**$ 41,206,528**	**$ 653,644**	**$ 20,712,423**	**$ 20,494,105**	**50.26%**	
NET CHANGE IN FUND BALANCE	**$ 1,033,147**	**$ 1,119,962**	**$ (823,240)**	**$ 1,693,618**	**$ 5,701,385**			

(a) Meters purchased for water meter replacement program
(b) Expenditures to occur later in fiscal year
(c) Budget transfer of $125k pending for Enclave Lift Station

CITY OF HUTTO

IMPACT FEE FUND (52)

STATEMENT OF REVENUES & EXPENSES

FOR THE MONTH ENDED JULY 31, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
WATER IMPACT FEES	$ 6,297,771	$ 3,035,587	$ 3,347,700	$ 115,552	$ 2,053,022	$ (1,294,678)	61.33%
WASTEWATER IMPACT FEES	3,911,769	4,010,050	6,281,500	64,124	1,268,087	(5,013,413)	20.19%
INTEREST	1,543,711	1,177,651	1,097,546	92,041	776,169	(321,377)	70.72%
SUB - TOTAL	$ 11,753,251	$ 8,223,288	$ 10,726,746	$ 271,717	$ 4,097,278	$ (6,629,468)	38.20%
TRANSFER FROM OTHER FUNDS	-	-	-	2,300,000	2,300,000	2,300,000	100%
TOTAL REVENUES	**$ 11,753,251**	**$ 8,223,288**	**$ 10,726,746**	**$ 2,571,717**	**$ 6,397,278**	**$ (4,329,468)**	**59.64%**
EXPENSES							
DEVELOPER REIMBURSEMENT	-	-	578,369	-	578,369	-	100%
TRANSFERS TO OTHER FUNDS							
Transfer to Utility Fund (50)	3,000,000	9,097,350	11,169,900	-	2,500,000	8,669,900	22.38%
Transfer to Utility Fund (51)	3,691,600	-	-	-	-	-	-
Transfer to Utility Fund (60)	3,233,565	-	6,714,520	-	-	6,714,520	-
CAPITAL IMPROVEMENT FUND							
W06 FM 1660 16" & 20" Waterline	-	-	-	-	-	-	-
WW09 Brushy Creek Interceptor Phase 3	-	-	-	-	-	-	-
WW15 Ironwood Wastewater Lines	-	-	-	-	-	-	-
TOTAL EXPENSES	**$ 9,925,165**	**$ 9,097,350**	**$ 18,462,789**	**$ -**	**$ 3,078,369**	**$ 15,384,420**	**16.67%**
NET CHANGE IN FUND BALANCE	**$ 1,828,086**	**$ (874,062)**	**$ (7,736,043)**	**$ 2,571,717**	**$ 3,318,909**		

UTILITY IMPACT FEE FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	$ 27,664,773	$ 29,492,859	$ 28,618,797	$ 28,618,797
Revenue	11,753,251	8,223,288	10,726,746	6,397,278
Expenses	9,925,165	9,097,350	18,462,789	3,078,369
Ending Fund Balance	**$ 29,492,859**	**$ 28,618,797**	**$ 20,882,754**	**$ 31,937,706**

CITY OF HUTTO

SOLID WASTE FUND (70)

STATEMENT OF REVENUES & EXPENSES

FOR THE MONTH ENDED JULY 31, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
WASTE MANAGEMENT FEES	$ 2,793,564	$ 2,918,533	$ 2,977,517	$ 256,444	$ 2,519,858	$ (457,659)	84.63%
FEES	36,040	42,583	42,000	2,911	31,660	(10,340)	75.38%
GRANT REVENUE	156,170	-	-	-	-	-	-
BAD DEBT ADJUSTMENT	8,253	(7,748)	-	-	-	-	-
OTHER REVENUES	725	1,204	700	-	948	248	135.43%
INTEREST	38,569	8,542	11,200	333	1,812	(9,388)	16.18%
SUB - TOTAL	$ 3,033,321	$ 2,963,114	$ 3,031,417	$ 259,688	$ 2,554,278	$ (477,139)	84.26%
TRANSFER FROM OTHER FUNDS	-	-	-	-	-	-	-
TOTAL REVENUES	**$ 3,033,321**	**$ 2,963,114**	**$ 3,031,417**	**$ 259,688**	**$ 2,554,278**	**$ (477,139)**	**84.26%**
EXPENSES							
PROFESSIONAL SERVICES	2,465,805	2,583,422	2,651,220	226,353	2,012,476	638,744	75.91%
TRANSFERS TO OTHER FUNDS							
Transfer to Utility Fund (50)	700,000	700,000	350,000	-	262,500	87,500	75.00%
TOTAL EXPENSES	**$ 3,165,805**	**$ 3,283,422**	**$ 3,001,220**	**$ 226,353**	**$ 2,274,976**	**$ 726,244**	**75.80%**
NET CHANGE IN FUND BALANCE	**$ (132,484)**	**$ (320,308)**	**$ 30,197**	**$ 33,335**	**$ 279,302**		

Beginning Fund Balance

SOLID WASTE FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	$ 589,354	$ 456,870	$ 136,562	$ 136,562
Revenue	3,033,321	2,963,114	3,031,417	2,554,278
Expenses	3,165,805	3,283,422	3,001,220	2,274,976
Ending Fund Balance	**$ 456,870**	**$ 136,562**	**$ 166,759**	**$ 415,864**

CAPITAL IMPROVEMENT FUNDS
STATEMENT OF REVENUES & EXPENSES
DETAILED BY FUND

CITY OF HUTTO

SERIES 2022 GENERAL OBLIGATION BONDS (FUND 12)

STATEMENT OF REVENUES & EXPENSES

FOR THE MONTH ENDED JULY 31, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
INTEREST	$ 827,486	$ 603,362	$ 222,430	$ 24,532	$ 263,947	$ 41,517	118.67%
TOTAL REVENUES	**$ 827,486**	**$ 603,362**	**$ 222,430**	**$ 24,532**	**$ 263,947**	**$ 41,517**	**118.67%**
EXPENDITURES							
TRANSFERS TO OTHER FUNDS							
Transfer to Fund 10	-	-	198,191	49,548	99,096	99,095	50.00%
Transfer to Fund 35 (EDC)	-	-	1,358,860	-	-	1,358,860	-
CAPITAL OUTLAY							
T02 FM 1660 North at US 79	25,823	22,950	-	-	87,059	(87,059)	100%
T03 FM 1660 at Limmer Loop	4,512,575	3,363,094	289,509	-	180,858	108,651	62.47%
T04 FM 1660 South at US 79	200,020	-	3,480,051	-	-	3,480,051	-
T05 CR 137 from FM 1660 to Brushy Creek	180,568	-	-	-	-	-	-
T06 Lakeside Estates Phase 3 (sidewalks)	615,252	-	-	-	-	-	-
T07 Cr 132 Overpass at US 79	467,189	199,319	41,664	-	3,219	38,445	7.73%
T08 Megasite East-West Arterial	637,970	405,118	-	-	-	-	-
T10 Ed Schidt Safety & Operations	21,760	-	-	-	-	-	-
T14 Exchange Blvd & Limmer Loop Inersect Impr	321,030	1,046,163	93,063	-	111,226	(18,163)	100%
T15 Exhchage Blvd Reconstruction	420,350	226,298	-	149,793	276,401	(276,401)	100%
T19 CR 199Repairs	-	-	-	-	-	-	-
T21 Alliance Expansion	-	432,974	91,265	-	82,765	8,500	90.69%
T47 Limmer From Innovation to	-	670,524	679,694	-	410,405	269,289	60.38%
T48 Limmer From Ed Schmidt	-	320,555	-	-	4,135	(4,135)	100%
TOTAL EXPENSES	**$ 7,402,537**	**$ 6,686,995**	**$ 6,232,297**	**$ 199,341**	**$ 1,255,164**	**$ 4,977,133**	**20.14%**
NET CHANGE IN FUND BALANCE	**$ (6,575,051)**	**$ (6,083,633)**	**$ (6,009,867)**	**$ (174,809)**	**$ (991,217)**		

SERIES 2022 GO FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	$ 20,822,578	$ 14,247,527	$ 8,163,894	$ 8,163,894
Revenue	827,486	603,362	222,430	263,947
Expenses	7,402,537	6,686,995	6,232,297	1,255,164
Ending Fund Balance	**$ 14,247,527**	**$ 8,163,894**	**$ 2,154,027**	**$ 7,172,677**

CITY OF HUTTO

SERIES 2023 GENERAL OBLIGATION BONDS (FUND 14)

STATEMENT OF REVENUES & EXPENSES

FOR THE MONTH ENDED JULY 31, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
INTEREST	$ 502,333	$ 239,991	$ -	$ 1,520	$ 15,218	$ 15,218	100%
TOTAL REVENUES	**$ 502,333**	**$ 239,991**	**$ -**	**$ 1,520**	**$ 15,218**	**$ 15,218**	**100%**
EXPENDITURES							
CAPITAL OUTLAY							
T08 Megasite East-West Arterial	6,656,538	5,871,175	5,530	-	5,530	-	100%
TOTAL EXPENSES	**$ 6,656,538**	**$ 5,871,175**	**$ 5,530**	**$ -**	**$ 5,530**	**$ -**	**100%**
NET CHANGE IN FUND BALANCE	**$ (6,154,205)**	**$ (5,631,184)**	**$ (5,530)**	**$ 1,520**	**$ 9,688**		

SERIES 2023 GO FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	$ 12,249,799	$ 6,095,594	$ 464,410	$ 464,410
Revenue	502,333	239,991	-	15,218
Expenses	6,656,538	5,871,175	5,530	5,530
Ending Fund Balance	**$ 6,095,594**	**$ 464,410**	**$ 458,880**	**$ 474,098**

CITY OF HUTTO

SERIES 2023A GENERAL OBLIGATION BONDS (FUND 17)

STATEMENT OF REVENUES & EXPENSES

FOR THE MONTH ENDED JULY 31, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
INTEREST	$ 557,592	$ 486,328	$ 170,731	$ 11,897	$ 178,290	$ 7,559	104.43%
BOND PROCEEDS	11,160,000	-	-	-	-	-	-
TOTAL REVENUES	**$ 11,717,592**	**$ 486,328**	**$ 170,731**	**$ 11,897**	**$ 178,290**	**$ 7,559**	**104.43%**
EXPENDITURES							
DEBT SERVICE							
Escrow/Agent Fees	400	-	-	-	-	-	-
TRANSFERS TO OTHER FUNDS							
Transfer to Fund 10	156,401	-	14,231	-	14,231	-	100%
CAPITAL OUTLAY							
Capital Improvement Projects	-	-	-	-	-	-	-
P18 - Pickle Ball Courts	-	-	1,815,000	-	412,375	1,402,625	22.72%
P34 - Hutto Lake Park Playground	-	-	411,100	-	90,516	320,584	22.02%
P02 Fritz Park	48,646	5,637,328	4,207,799	978	3,104,941	1,102,858	73.79%
TOTAL EXPENSES	**$ 205,447**	**$ 5,637,328**	**$ 6,448,130**	**$ 978**	**$ 3,622,063**	**$ 2,826,067**	**56.17%**
NET CHANGE IN FUND BALANCE	**$ 11,512,145**	**$ (5,151,000)**	**$ (6,277,399)**	**$ 10,919**	**$ (3,443,773)**		

SERIES 2023A GO FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	$ -	$ 11,512,145	$ 6,361,145	$ 6,361,145
Revenue	11,717,592	486,328	170,731	178,290
Expenses	205,447	5,637,328	6,448,130	3,622,063
Ending Fund Balance	**$ 11,512,145**	**$ 6,361,145**	**$ 83,746**	**$ 2,917,372**

CITY OF HUTTO

SERIES 2024 CERTIFICATE OF OBLIGATION (FUND 31)

STATEMENT OF REVENUES & EXPENSES

FOR THE MONTH ENDED JULY 31, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
INTEREST	$ 143,738	$ 452,926	$ 165,846	$ 14,373	$ 176,601	$ 10,755	106.48%
BOND PROCEEDS	10,839,120	-	-	-	-	-	-
FINANCING SOURCES - PREMIUM	204,636	-	-	-	-	-	-
TOTAL REVENUES	**$ 11,187,494**	**$ 452,926**	**$ 165,846**	**$ 14,373**	**$ 176,601**	**$ 10,755**	**106.48%**
EXPENDITURES							
PAYING AGENT ESCROW FEES	-	-	-	-	-	-	-
BOND ISSUANCE COST	128,070	-	-	-	-	-	-
CAPITAL OUTLAY							
D01 Legends of Hutto Drainage	-	313,636	3,577,402	113,761	1,485,399	2,092,003	41.52%
T09 Live Oak Reconstruction	37,139	302,699	-	-	-	-	-
T10 Ed Schmidt Safety & Operation	-	-	869,422	-	676,992	192,430	77.87%
T14 Exchange Blvd. & Limmer Loop Intersection	-	-	-	-	-	-	-
T41 CR 132 Widening between Limmer Loop & CR 133	-	1,050,063	97,571	-	131,234	(33,663)	134.50%
TRANSFERS OUT							
Transfer to Park Improvement (40)	-	-	-	-	-	-	-
Transfer to Debt Service (11)	143,738	452,926	165,846	-	-	165,846	-
TOTAL EXPENSES	**$ 308,947**	**$ 2,119,324**	**$ 4,710,241**	**$ 113,761**	**$ 2,293,625**	**$ 2,416,616**	**48.69%**
NET CHANGE IN FUND BALANCE	**$ 10,878,547**	**$ (1,666,398)**	**$ (4,544,395)**	**$ (99,388)**	**$ (2,117,024)**		

SERIES 2024 CO FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	$ -	$ 10,878,547	$ 9,212,149	$ 9,212,149
Revenue	11,187,494	452,926	165,846	176,601
Expenses	308,947	2,119,324	4,710,241	2,293,625
Ending Fund Balance	**$ 10,878,547**	**$ 9,212,149**	**$ 4,667,754**	**$ 7,095,125**

CITY OF HUTTO

SERIES 2024 GENERAL OBLIGATION BONDS (FUND 32)

STATEMENT OF REVENUES & EXPENSES

FOR THE MONTH ENDED JULY 31, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
INTEREST	$ 222,937	$ 607,555	$ 671,165	$ 41,138	$ 329,252	$ (341,913)	49.06%
BOND PROCEEDS	15,990,000	-	-	-	-	-	-
FINANCING SOURCES - PREMIUM	755,223	-	-	-	-	-	-
TOTAL REVENUES	**$ 16,968,160**	**$ 607,555**	**$ 671,165**	**$ 41,138**	**$ 329,252**	**$ (341,913)**	**49.06%**
EXPENDITURES							
BOND ISSUANCE COST	236,487	-	-	-	-	-	-
PROFESSIONAL SERVICE	-	-	100,000	-	44,215	55,785	44.22%
ADA TRANSITION PLAN	-	109,091	90,909	-	87,839	3,070	96.62%
CAPITAL OUTLAY							
T05 CR 137 from FM 1660 to Brushy Creek	95,441	379,537	-	-	191,514	(191,514)	100%
T19 CR 199 Reconstruction	-	-	-	-	(150)	150	100%
TRANSFERS OUT							
Transfer to Debt Service (11)	222,937	607,555	480,256	-	-	480,256	-
Transfer to EDC (35)	-	-	10,071,449	-	-	10,071,449	-
TOTAL EXPENSES	**$ 554,865**	**$ 1,096,183**	**$ 10,742,614**	**$ -**	**$ 323,418**	**$ 10,419,196**	**3.01%**
NET CHANGE IN FUND BALANCE	**$ 16,413,295**	**$ (488,628)**	**$ (10,071,449)**	**$ 41,138**	**$ 5,834**		

SERIES 2024 GO FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	$ -	$ 16,413,295	$ 15,924,667	$ 15,924,667
Revenue	16,968,160	607,555	671,165	329,252
Expenses	554,865	1,096,183	10,742,614	323,418
Ending Fund Balance	**$ 16,413,295**	**$ 15,924,667**	**$ 5,853,218**	**$ 15,930,501**

CITY OF HUTTO

SERIES 2019 CERTIFICATE OF OBLIGATION (FUND 55)

STATEMENT OF REVENUES & EXPENSES

FOR THE MONTH ENDED JULY 31, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
INTEREST	$ 425,845	$ 94,376	$ 8,217	$ 4,146	$ 121,733	$ 113,516	100%
CAPITAL CONTRIBUTIONS	-	76,107	-	-	-	-	-
TRANSFERS FROM OTHER FUNDS							
Transfer from Fund GOVT ACC	6,708,886	-	-	-	-	-	-
Transfer from Fund 50	24,581	-	-	-	-	-	-
Transfer from Fund 57	23,512,383	-	-	-	-	-	-
Transfer from Fund 58	12,654,272	-	-	-	-	-	-
Transfer from Fund 59	-	-	-	-	192,801,185	-	100%
Transfer from Fund 65	982,870	-	-	-	-	-	-
TOTAL REVENUES	**$ 44,308,837**	**$ 170,483**	**$ 8,217**	**$ 4,146**	**$ 192,922,918**	**$ 113,516**	**100%**
EXPENSES							
DEPRECIATION	6,137,152.44	-	-	-	-	-	-
CAPITAL OUTLAY							
WW01 Glenwood Lift Station	-	-	-	-	-	-	-
General Capital Projects	172,060	-	230,000	-	82,573	147,427	100%
W11 Distribution Line @ Hwy 79	(65,700)	-	-	-	-	-	-
TRANSFERS TO OTHER FUNDS							
Transfer to Fund 59	-	197,540,037	-	-	-	-	-
TOTAL EXPENSES	**$ 6,243,512**	**$ 197,540,037**	**$ 230,000**	**$ -**	**$ 82,573**	**$ 147,427**	**100%**
NET CHANGE IN FUND BALANCE	**$ 38,065,325**	**$ (197,369,554)**	**$ (221,783)**	**$ 4,146**	**$ 192,840,345**	**$ 260,943**	

SERIES 2019 CO FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	$ 162,876,334	$ 200,941,659	$ 3,572,105	$ 3,572,105
Revenue	44,308,837	170,483	8,217	192,922,918
Expenses	6,243,512	197,540,037	230,000	82,573
Ending Fund Balance	**$ 200,941,659**	**$ 3,572,105**	**$ 3,350,322**	**$ 196,412,450**

CITY OF HUTTO

SERIES 2022 CERTIFICATE OF OBLIGATION (FUND 57)

STATEMENT OF REVENUES & EXPENSES

FOR THE MONTH ENDED JULY 31, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
INTEREST	$ 984,084	$ 542,793	$ 173,452	$ 983	$ 90,478	$ (82,974)	100%
TOTAL REVENUES	**$ 984,084**	**$ 542,793**	**$ 173,452**	**$ 983**	**$ 90,478**	**$ (82,974)**	**100%**
EXPENSES							
CAPITAL OUTLAY							
W01 Shilo & Noach Pump Station Impr	-	-	3,365,172	-	397,179	2,967,993	11.80%
W02 Frameswitch 3.0 MG GST #2	-	-	-	-	4,398	(4,398)	100%
W02 Frameswitch Pump Station	-	-	-	-	42,152	(42,152)	100%
W03 Northwest Transmission Water Main	-	-	569,188	-	211,777	357,411	37.21%
W04 Megasite Water Lines	(10,729)	-	-	-	-	-	-
W12 Water Distribution Lines	-	-	-	-	-	-	-
W18 Downtown Elevated Tank Rehab.	-	-	-	-	-	-	-
WW01 Glenwood Lift Station	-	-	-	-	263,445	(263,445)	100%
WW02 South WWTP Capacity Rerate Study	-	-	-	-	-	-	-
WW03 South WWTP UV System Upgrade	-	-	-	-	-	-	-
WW05 South WWTP Final Design & Bidding	-	-	-	-	-	-	-
WW07 Megasite Wastewater Lines	-	-	-	-	256,383	(256,383)	100%
WW10 SE Loop Wastewater Interceptor	(68,195)	-	-	-	-	-	-
TRANSFERS TO OTHER FUNDS							
Transfer to Fund 55	23,512,383	-	-	-	-	-	-
Transfer to Fund 59	-	10,252,886	-	-	-	-	-
TOTAL EXPENSES	**$ 23,433,459**	**$ 10,252,886**	**$ 3,934,360**	**$ -**	**$ 1,175,334**	**$ 2,759,026**	**29.87%**
NET CHANGE IN FUND BALANCE	**$ (22,449,375)**	**$ (9,710,093)**	**$ (3,760,908)**	**$ 983**	**$ (1,084,856)**		

SERIES 2022 CO FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	$ 32,633,576	$ 10,184,201	$ 4,623,950	$ 4,623,950
Revenue	984,084	542,793	173,452	90,478
Expenses	23,433,459	10,252,886	3,934,360	1,175,334
Ending Fund Balance	**$ 10,184,201**	**$ 474,108**	**$ 863,042**	**$ 3,539,094**

CITY OF HUTTO

SERIES 2024 CERTIFICATE OF OBLIGATION (FUND 58)

STATEMENT OF REVENUES & EXPENSES

FOR THE MONTH ENDED JULY 31, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
INTEREST	$ 3,227,274	$ 11,436,041	$ 4,870,373	$ 273,101	$ 4,642,141	$ (228,232)	95.31%
BOND PROCEEDS	279,581,408	-	-	-	-	-	-
TRANSFERS FROM FUND 65	-	-	-	-	7,979,942	7,979,942	100%
TOTAL REVENUES	**$ 282,808,682**	**$ 11,436,041**	**$ 4,870,373**	**$ 273,101**	**$ 12,622,083**	**$ 7,751,710**	**259.16%**
EXPENSES							
BOND ISSUANCE COST	3,240,239	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-
CAPITAL OUTLAY		-					
Water/Wastewater Expense	-	-	-	-	-	-	-
W02-2023 Frameswitch 3.0MG	-	-	1,381,428	-	5,578	1,375,850	0.40%
W04 Megasite Water Lines	-	-	-	-	-	-	-
W07 New Elevated Storage Tank (Cottonwood)	-	-	24,315,654	-	383,538	23,932,116	1.58%
W16 Smart Ball & Pressure Testing	-	-	11,329	-	11,329	-	100%
W18 Downtown Elevated Tank Rehab.	-	-	303,907	-	-	303,907	-
WW01 Glenwood Lift Station	-	-	14,892,062	-	10,510,883	4,381,179	70.58%
WW05 South WWTP Final Design & Bidding	-	-	520,247	-	1,365,887	(845,640)	100%
WW06 South WWTP Construction	(193,887)	-	20,777,040	-	51,007,614	(30,230,574)	100%
WW07 Megasite Wastewater Lines	477,138	-	743,500	-	357,351	386,149	48.06%
WW10 SE Loop Wastewater Interceptor	-	-	15,858,013	-	14,817,662	1,040,351	93.44%
WW11 Brushy Creek Interceptor Phase 4	-	-	1,358,349	-	1,127,181	231,168	82.98%
WW13 Avery Lake Interceptor Phase 1	-	-	-	-	-	-	-
WW16 Central WWTP Expansion Phase 1	-	-	1,081,000	-	366,968	714,032	33.95%
WW23 Avery Lake Interceptor Phase 2	-	-	-	-	-	-	-
WW27 CR 132 & US 79 Wastewater Interceptor	-	-	7,000,000	-	-	7,000,000	-
WW27-2026 CR 132 & US 79 Wastewater Interceptor	-	-	-	-	-	-	-
TRANSFERS TO OTHER FUNDS							
Transfer to Fund 10	-	-	304,145	-	152,072	152,073	50.00%
Transfer to Fund 55	12,654,272	-	-	-	-	-	-
Transfer to Fund 59	-	123,647,361	-	-	-	-	-
TOTAL EXPENSES	**$ 16,177,762**	**$ 123,647,361**	**$ 88,546,674**	**$ -**	**$ 80,106,063**	**$ 8,440,611**	**90.47%**
NET CHANGE IN FUND BALANCE	**$ 266,630,920**	**$ (112,211,320)**	**$ (83,676,301)**	**$ 273,101**	**$ (67,483,980)**		

SERIES 2024 CO FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	$ -	$ 266,630,920	$ 154,419,600	$ 154,419,600
Revenue	282,808,682	11,436,041	4,870,373	12,622,083
Expenses	16,177,762	123,647,361	88,546,674	80,106,063
Ending Fund Balance	**$ 266,630,920**	**$ 154,419,600**	**$ 70,743,299**	**$ 86,935,620**

CITY OF HUTTO

CAPITAL IMPROVEMENT OPERATING (FUND 60)

STATEMENT OF REVENUES & EXPENSES

FOR THE MONTH ENDED JULY 31, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
INTEREST	$ 21,535	$ 289,674	$ 132,043	$ 1,652	$ 63,670	$ (68,373)	48.22%
TRANSFERS IN							
Transfer from General (10)	671,875	120,000	48,277	-	48,277	-	100%
Transfer from Utility Fund (50)	4,511,300	-	-	-	-	-	-
Transfer from Utility Impact Fee Fund (52)	3,233,565	-	6,714,520	-	-	(6,714,520)	-
TOTAL REVENUES	**$ 8,438,275**	**$ 409,674**	**$ 6,894,840**	**$ 1,652**	**$ 111,947**	**$ (6,782,893)**	**1.62%**
EXPENDITURES							
CAPITAL OUTLAY							
Architectural Services	114,852	14,607	-	-	-	-	-
D01 Legends of Hutto	3,291	-	-	-	-	-	-
T04 FM 1660 S @ US 79	124,924	-	-	-	-	-	-
T06 Lakeside Estates Phase 3	-	-	-	-	-	-	-
T06 Lakeside Estates Phase 2	13,693	-	-	-	-	-	-
T08 Megasite East-West Arterial	78,470	4,997,021	-	-	-	-	-
T09 Live Oak Design	206,882	-	-	-	-	-	-
Drainage Master Plan	117,289	43,118	-	-	-	-	-
F01 Public Works Facility	-	-	-	-	-	-	-
W06 FM 1660 16" & 20" Waterline	-	105,491	1,207,596	-	-	1,207,596	-
WW09 Brushy Creek Interceptor Phase 4	-	254,472	5,506,924	-	-	5,506,924	-
Capital Outlay - Street Construction	-	15,851	3,300	-	-	3,300	-
Capital Outlay - Sidewalk	-	22,118	-	-	-	-	-
MISC Expenses (Cost Share Headwater Repair)	-	225,968	-	-	-	-	-
T19-CR 199 Reconstruction	-	-	46,656	-	-	46,656	-
Machinery & Equipment	-	-	130,364	-	-	130,364	-
TRANSFER TO FUND 52	-	-	-	-	2,300,000	(2,300,000)	100%
TOTAL EXPENSES	**$ 659,401**	**$ 5,678,646**	**$ 6,894,840**	**$ -**	**$ 2,300,000**	**$ 4,594,840**	**33.36%**
NET CHANGE IN FUND BALANCE	**$ 7,778,874**	**$ (5,268,972)**	**$ -**	**$ 1,652**	**$ (2,188,053)**		

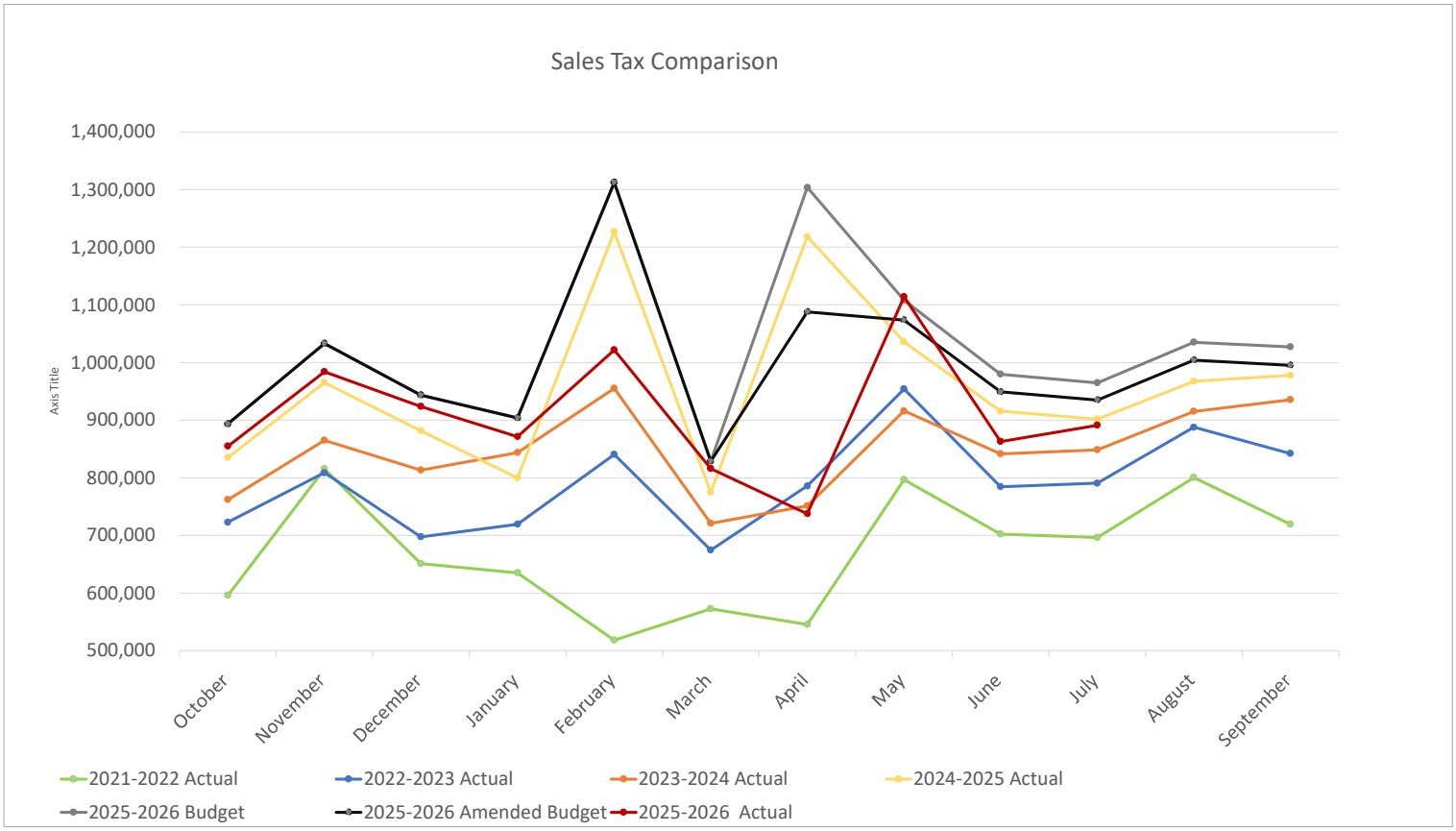
CAPITAL IMPROVEMENT FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	$ -	7,778,874	$ 2,509,902	$ 2,509,902
Revenue	8,438,275	409,674	6,894,840	111,947
Expenses	659,401	5,678,646	6,894,840	2,300,000
Ending Fund Balance	**$ 7,778,874**	**$ 2,509,902**	**$ 2,509,902**	**$ 321,849**

Account	Name	Balance	
Fund: 76 - Cottonwood Development Corp (Sports Health)			
Assets			
76-1000	Claim on Cash	0.00	
76-1107	Land Held for Investment	0.00	
76-1207	Escrowed funds	0.00	
76-1208	Escrowed Cash Allowance	0.00	
76-1231	Accounts Receivable	0.00	
76-1251	Interest Receivable	0.00	
76-1310	Due From Fund General Fund	0.00	
	Total Assets:	**0.00**	**0.00**
Liability			
76-2000	Accounts Payable Pending	0.00	
76-2001	Accrued Accounts Payable	0.00	
76-2010	Principal Owed	0.00	
76-2011	Accrued Interest Payable	0.00	
76-2310	Due To Fund 10	0.00	
	Total Liability:	**0.00**	
Equity			
76-3001	Fund Balance	0.00	
	Total Beginning Equity:	**0.00**	
Total Revenue		334.24	
Total Expense		334.24	
Revenues Over/Under Expenses		**0.00**	
	Total Equity and Current Surplus (Deficit):	**0.00**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**0.00**

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 76 - Cottonwood Development Corp (Sports Health)						
Revenue						
76-5810	Transfer from Fund 10	65,000.00	65,000.00	225.06	334.24	64,665.76
	Revenue Total:	**65,000.00**	**65,000.00**	**225.06**	**334.24**	**64,665.76**
Expense						
76-100-000-6401	Attorney Svcs	65,000.00	65,000.00	225.06	334.24	64,665.76
	Expense Total:	**65,000.00**	**65,000.00**	**225.06**	**334.24**	**64,665.76**
Fund: 76 - Cottonwood Development Corp (Sports Health) Surplus (Defici..		**0.00**	**0.00**	**0.00**	**0.00**	
	Total Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	

CITY ONLY Monthly Sales Tax Revenue

Month	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026		
	Actual	Actual	Actual	Actual	Budget	Amended Budget	Actual
October	596,256	722,693	761,732	834,935	893,380	893,380	854,562
November	815,296	808,638	865,051	965,268	1,032,837	1,032,837	983,733
December	650,779	697,257	813,117	881,554	943,263	943,263	923,580
January	635,102	719,481	843,484	799,839	903,977	903,977	871,163
February	518,338	840,503	954,874	1,226,684	1,312,552	1,312,552	1,021,571
March	572,428	674,351	720,673	774,539	828,757	828,757	815,589
April	545,417	785,628	751,264	1,218,182	1,303,456	1,087,683	737,449
May	796,610	954,059	915,842	1,035,660	1,108,156	1,073,582	1,114,070
June	702,235	784,133	841,544	915,293	979,364	948,808	862,837
July	696,432	790,446	848,300	901,577	964,687	934,589	891,150
August	800,353	887,548	914,859	967,464	1,035,186	1,004,130	
September	719,296	841,783	935,186	977,708	1,027,140	995,093	
Total	8,048,544	9,506,520	10,165,926	11,498,703	**12,332,755**	11,958,651	**9,075,704** (a)
% of Budget Achieved							**76%**



***YTD sales taxes are lagging behind prior year totals due to unique, one-time collections in FY 2025. These include a significant one-time sales of machinery and an adjustment to one of the City's highest sales tax payers**

(a) Of this amount, $4,298.89 was received from the ESD/City sales tax sharing agreement for combo district 6246638. A majority of the sales taxes generated by the agreement fell into combo district 6246610, and are not included these totals are distributed by the State Comptroller's office. According to the State Comptroller's office, these distributions will be directly allocated to the City beginning in August of 2026.

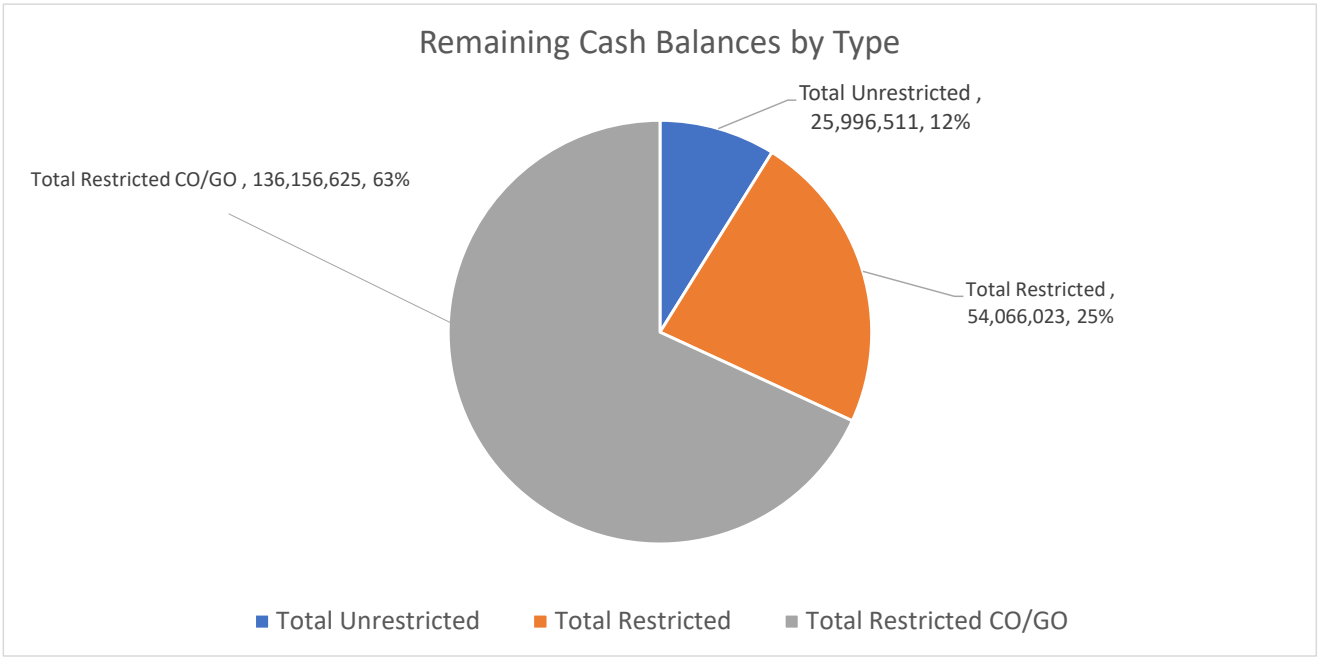
Listing of Funds and Cash Balances
as of 07/31/2026

Fund Name	Balance	Encumbered	Remaining	
Unrestricted				
General Fund	$ 16,316,910	3,018,283	13,298,627	
Utility Operating Fund + Utility I&S Fund	16,273,326	3,575,442	12,697,884	
Solid Waste Fund	50,910	50,910	-	
Total Unrestricted	***32,641,146***	***6,644,635***	***25,996,511***	
Restricted				
General Debt Service	7,155,923		7,155,923	
Court Funds	132,555		132,555	
Police Seizure	47,323		47,323	
Hotel Occupancy Tax	1,571,749		1,571,749	
PEG Fund	207,580	3,520	204,060	
ESD/City Sales Tax Account	750,000			
Park Improvement Fund	1,264,875	230,928	1,033,947	
Parks Master Plan				
Trails Master Plan				
P02 Fritz Park Improvements				
P04 Field Lighting				
P05 Trail Lighting				
Community Benefit Fee Fund	1,777,318	112,241	1,665,077	
F02 New Police Facility				
CR 137 Repairs				
T10 Ed Schmidt Safety & Operations				
T19 CR 199 Reconstruction				
Transportation Improvement	9,332,422	1,672,154	7,373,483	
Traffic Impact Fee Study				
Mobility Master Plan				
T11 Emory Farms Gateway				
T13 Traffic Signal at Innovation & Limmer Loop				
General Capital Improvement	573,149	17,797	555,352	(a)
General Capital Replacement	92,050	-	92,050	(b)
Utility Capital Replacement	183,959	84,400	99,559	
ARPA Funds	2,598,718	2,598,718	-	
W03 Northwest Transmission Water Main				
W12 Water Distribution Lines				
WW10 SE Loop Wastewater Interceptor				
2014 TWDB	2,197,740		2,197,740	
Utility Impact Fees	31,937,705		31,937,705	
Total Restricted	***59,823,066***	***4,719,758***	***54,066,523***	
Restricted CO/GO				
2022 GO Bonds	7,326,618	4,074,081	3,252,537	
T03 FM 1660 at Limmer Loop				
T04 FM 1660 South at US 79				
T15 Exhange Blvd Reconstruction				
2023 GO Bonds (Spine Road)	474,099	-	474,099	
T08 Megasite East-West Arterial				
2023A GO Bonds (Fritz Park)	3,480,316	1,441,652	2,038,664	
P02 Fritz Park				
2024 CO Bonds (Street Portion)	7,352,625	2,699,875	4,652,750	
D01 Legends of Hutto Drainage Ditches				
T05 CR 137 from FM 1660 to Brushy Creek				
T09 Live Oak reconstruction				
T14 Exhchange Blvd & Limmer Loop Intersection Impr				
T41 CR 132 Widening between Limmer Loop & CR 133				

(a) Fund accounts for multi-year infrastructure projects

(b) Fund accounts for annual fixed asset purchases transfer from general fund occur quarterly

2024 GO Bonds	16,153,438	10,081,551	6,071,887
T05 CR 137 from FM 1660 to Brushy Creek			
T09 Live Oak reconstruction			
2026 GO Bonds (Justice Center)	5,076,329	1,626,005	3,450,324
2019 CO	995,903	661,944	333,959
W11 Transmission Line			
WW01 Glenwood Lift Station			
2022 Utility CO Bonds	7,579	7,579	-
W01 Shilo & Noah Pump Station Improvements			
W02 Frameswitch 3.0 MG Ground Storage Tank #2			
W03 Northwest Transmission Water Main			
W04 Megasite Water Lines			
2024 Utility CO Bonds	100,051,782	57,253,632	42,798,150
W04 Megasite Water Lines			
W07 New Elevated Storage Tank (Cottonwood)			
2026 Utility CO Bonds	73,558,348	-	**73,084,255**
Total Restricted CO/GO	***214,477,037***	***77,846,319***	***136,156,625***
PIDs and Fiduciary Funds			
Cross Creek PID	1,231,663		1,231,663
Co-Op PID	2,188,173		2,188,173
Mustang Creek PID	1,445,555		1,445,555
Emory Crossing PID	4,552,433		4,552,433
Durango Farms PID	3,361,064		3,361,064
Cottonwood Creek PID	2,941,850		2,941,850
Prairie Winds PID	1,666,368		1,666,368
Limmer Square PID	45,886		45,886
Stromberg PID	85,098		85,098
TIRZ #1 (Co-Op)	505,962		505,962
TIRZ #3 (Megasite)	14,305		14,305
Gateway (Wolfe Tract)	119,981		119,981
Estates of Hutto	76,880		76,880
Meadowbrook	94,652		94,652
Highway 130 Mixed Used	98,268		98,268
Lakeside MUD	30,712		30,712
Southfork Ranch MUD	48,388		48,388
Walther Farms MUD	56,749		56,749
Star Ranch MUD	56,695		**73,084,255**
Total PIDs and Fiduciary Funds	***18,620,682***	-	***91,648,242***
TOTAL ALL CASH BALANCES	**$ 306,941,249**	**$ 89,210,712**	**$ 216,219,659**



City of Hutto
Breakdown of Development Services Revenue
FY 2026

GL Account	Description	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	March 26	April 26	May 26	Jun 26	July 26	August 26	Sept 26	Total	Current Budget	% of Budget Collected	
10-5101	Planning/Zoning Fees	41,223	8,840	22,137	850	8,150	20,708	12,650	9,280	37,875	4,300			166,013	125,000	132.8%	(a)
10-5102	Engineering/ROW Fees	56,015	46,642	88,649	17,763	95,202	161,809	32,630	27,720	215,098	12,785			754,313	1,450,000	52.0%	
10-5121	Building Permit Fees	230,822	94,019	46,078	121,378	242,758	117,813	41,129	452,797	175,334	54,599			1,576,727	2,300,000	68.6%	
10-5122	Building Inspection Fees	43,375	38,130	28,425	24,035	28,125	33,455	24,970	19,025	21,435	12,225			273,200	415,000	65.8%	
10-5123	Site Plan Review Fees	19,556	23,120	3,900	-	13,900	13,492	24,854	21,186	4,000	-			124,008	140,300	88.4%	
10-5132	Technology Fee	3,597	2,192	1,763	1,952	2,051	3,066	2,200	2,202	3,057	1,093			23,173	37,500	61.8%	
40-5103	Parkland Dedication Fee	12,695	-	-	13,475	-	1,950	975	-	-	-			29,095	200,000	14.5%	(b)
42-5106	Traffic Impact Fee	109,041	131,172	108,264	164,685	32,733	101,398	30,904	571,371	226,188	57,377			1,533,133	1,500,000	102.2%	(c)
50-5113	Water Connection Fee	14,300	9,700	9,100	24,600	2,400	13,200	4,800	24,800	21,050	9,250			133,200	220,000	60.5%	
50-5114	WW Connection Fee	6,000	4,200	3,000	12,300	1,200	6,600	2,400	11,400	9,300	3,000			59,400	116,400	51.0%	
52-5111	Water Impact Fee	203,136	243,763	228,749	362,112	19,707	185,472	70,656	266,694	357,181	115,552			2,053,022	3,347,700	61.3%	
52-5112	WW Impact Fee	136,612	152,225	94,513	189,584	78,872	125,460	50,184	220,664	155,849	64,124			1,268,087	6,281,500	20.2%	(b)
		876,372	**754,003**	**634,578**	**932,734**	**525,098**	**784,423**	**298,352**	**1,627,139**	**1,226,367**	**334,305**	**-**	**-**	**7,993,371**	**16,133,400**	**49.5%**	

(a) Increased revenue due to new addition of Stromberg planned unit development
(b) Hutto will continue to monitor in case budget amendment is needed at year end
(c) Emory Crossing Apartment, Everhome Suites, and Gas Station traffic fees received

FY 2026 BUDGET TRANSFERS YTD						
Month	Account Name	Account	Current Budget	Approved Transfer	Revised Budget	Notes
November	Advertising & Legal Notices	10-060-007-6402	22,275	(9,950)	12,325	Reduced use of digital ads
November	Software Licensing & Maint Fee	10-060-007-6412	43,600	9,950	53,550	Adding Website Chatbot
December	Food/Meals	10-010-001-6205	7,410	(55)	7,355	Savings from citywide event food expenses
December	Outside Printing	10-010-001-6410	500	40	540	New photos for Executive Conference Room
December	Postage	10-010-001-6504	100	15	115	Legal documents sent as certified mail
December	Other Supplies & Materials	10-090-039-6299	85,150	(200)	84,950	Savings from radio purchase
December	Small Tools & Equipment	10-090-039-6215	1,900	100	2,000	Chainsaw chaps and other small tools and equipment
December	Park Improvmts & Structures	13-090-039-6681	51,217	100	51,317	Avant Lease cost more than budget
December	Other Supplies & Materials	50-040-058-6299	2,000	(1)	1,999	Projected savings available to transfer
December	Machinery & Equipment	53-040-058-6603	84,400	1	84,401	Cover projected Ford Transit Lease
December	Line Repairs & Maintenance	50-040-058-6312	125,300	(50,000)	75,300	reduced use of supplies for line repairs
December	Water Pump, Motors & Control Maint	50-040-058-6313	105,500	50,000	155,500	Replacement motor and new chlorine system
January	Water Reservation	50-040-058-6232	303,282	113,040	416,322	Fund Sodium hypochlorite bid
January	Miscellaneous Income	50-040-058-6458	5,300,650	(113,040)	5,187,610	Savings from Brazos River Authority agreement
February	Training and Development	10-010-002-6502	10,000	(92)	9,908	Savings from Strategic Planning facilitation
February	Membership Dues & Subscriptions	10-010-002-6507	22,743	92	22,835	TML invoice higher due to population estimate
February	Software Licensing & Maint Fee	10-060-003-6412	74,861	40	74,901	ICC General Code higher than budgeted
February	Postage	10-060-003-6504	400	(72)	328	Savings in Postage
February	Travel, Lodging and Per Diem	10-060-003-6510	400	32	432	Lodging more than anticipated
February	Irrigation Repair & Maintenance	10-090-039-6330	5,100	5,000	10,100	Ewing Invoice from late FY25 to be paid
February	Ball Field Maintenance	10-090-039-6332	25,000	(5,000)	20,000	Savings from baseball equipment and sod replacement
February	Meter Endpoints	50-020-010-6207	78,750	(5,422)	73,328	Reduce demand for new residential endpoints
February	Software Licensing & Maint Fee	50-020-010-6412	131,372	5,422	136,794	ITRON increased rate after budget was adopted
March	Ammunition & Firearms	10-050-001-6291	97,482	(17,735)	75,747	Savings from less range time, reduced ammo cost
March	Other Supplies & Materials	10-050-001-6299	26,029	17,735	47,764	Additional PPE and supplies for Special Response
March	Small Tools & Equip.	10-040-023-6215	9,000	(5,000)	4,000	Reduce to cover Interim City Engineer
March	Professional Services	10-040-023-6405	0	15,000	15,000	STV Inc. to cover as interim city engineer
March	Training and Development	10-040-023-6502	5,810	(3,000)	2,810	Reduce to cover Interim City Engineer
March	Travel, Lodging and Per Diem	10-040-023-6510	10,295	(7,000)	3,295	Reduce to cover Interim City Engineer
March	Reference Books/Materials	10-030-006-6203	510	283	793	IEDC Manuals increased in price
March	Tradeshows	10-030-006-6208	2,600	(283)	2,317	Savings from ICSC Red River Event
March	Technology Equip. & Supplies	10-020-001-6212	6,493	(7)	6,486	Savings from downstairs teleconferencing equipment
March	Other Supplies & Materials	10-020-001-6299	500	7	507	1099 Tax Form coverage
March	Water Pump, Motors & Control Maint	50-040-058-6313	105,500	50,000	155,500	Future instrumentation for SCADA
March	Water Reservation	50-040-058-6458	5,300,650	(50,000)	5,250,650	Savings from not renewing EPCOR reservation
March	Contract Labor	10-040-060-6403	414,143	(5,000)	409,143	Savings from reducing mowing for River Walk area
March	Property Cleanup & Demolition	10-040-060-6411	10,102	5,000	15,102	Cleanup at the Public Works Yard
March	Clothing & Uniforms	10-050-037-6206	0	500	500	Uniforms for new staff
March	Fuel & Mileage	10-050-037-6231	4,800	(500)	4,300	Savings from delayed 2nd vehicle
March	Ammunition & Firearms	10-050-001-6291	97,482	(4,000)	75,747	Savings from reduced ammo cost and less range time
March	Other Supplies & Materials	10-050-001-6299	26,029	4,000	47,764	Addl PPE and supplies for SRT
March	Food/Meals	10-010-004-6205	21,200	(1,966)	19,234	Savings from combining events
March	City Employee Functions	10-010-004-6489	9,450	1,966	11,416	Holiday banquet costs and casino
March	Furniture & Office Equip	10-090-039-6211	4,150	(550)	3,600	tables and chairs bought at lower amount
March	Small Tools & Equipment	10-090-039-6215	1,900	550	2,450	Replacement of plasma cutter
March	Meter Endpoints	50-020-010-6207	78,750	(49,000)	29,750	Less new development that need endpoints
March	Water Meters	50-020-010-6216	93,100	49,000	142,100	Increase replacement of water meters
March	Equipment Repair & Maintenance	50-020-010-6302	500	132	632	Cost of supplies for increased meter installs
March	Line Repairs & Maintenance	50-020-010-6312	500	(132)	368	Reduced use of supplies for line repairs
April	Signage	10-030-021-6233	400	500	900	Increased public hearing signage per state law
April	Software Licensing & Maint Fee	10-030-021-6412	53,150	(500)	52,650	Savings from Acta AI software cancellation
April	Salaries	21-020-011-6001	-	4,139	4,139	Time as Bailiff or WO earned as regular not OT
April	Overtime	21-020-011-6004	10,000	(4,139)	10,861	Move portion of OT that hit as regular pay
April	Reference Books/Materials	10-020-001-6203	300	(300)	-	GAAFR won't be purchased this FY
April	Membership Dues & Subscriptions	10-020-001-6507	4,045	300	4,345	Increase for GTOT membership for staff
April	Special Events/Awards	10-050-037-6204	3,557	(347)	3,210	Not holding Hutto Disaster Recovery Summit this FY
April	Lease & Rental Svcs	10-050-037-6408	33,068	347	33,415	Increased climatized storage cost
April	Professional Svcs	50-040-001-6405	25,500	50,000	75,500	Pay Manville for Kimley Horn water study
April	Water Reservation	50-040-058-6458	5,300,650	(50,000)	5,250,650	Savings from discontinuing Epcor
May	Software Licensing & Maint Fee	10-040-059-6412	3,620	200	3,820	Increased cost for Safety Culture software
May	Training & Development	10-040-059-6502	8,060	(200)	7,860	Savings from reduced staff training
May	Office Supplies	10-090-039-6201	775	300	1,075	Increase in printed items and consumables
May	Reference Books/Materials	10-090-039-6203	545	50	595	Increase in book costs
May	Food/Meals	10-090-039-6205	9,945	(2,000)	7,945	Savings from reduced usage of food
May	Furniture & Office Equip	10-090-039-6211	4,150	(600)	3,550	Reduced cost of furniture budgeted
May	Other Supplies & Materials	10-090-039-6299	85,150	(2,000)	83,150	Projected savings from reduction in use

FY 2026 BUDGET TRANSFERS YTD CONTINUED…						
Month	Account Name	Account	Current Budget	Approved Transfer	Revised Budget	Notes
May	Park Grounds Maintenance	10-090-039-6331	57,825	13,450	71,275	essential facility improvements done internally
May	Training & Development	10-090-039-6502	9,420	(1,500)	7,920	Reduced staff training in this FY
May	Travel, Lodging and Per Diem	10-090-039-6510	14,080	(7,700)	6,380	Reduced staff travel for training
May	Technology Equip. & Supplies	10-050-001-6212	20,495	5,000	25,495	Toughbook computer replacements
May	Communication Equip & Supplies	10-050-001-6213	57,285	(5,000)	52,285	Savings on radio purchases
May	Overtime	10-090-020-6004	0	248	248	Overtime for hourly staff to attend conference
May	Furniture & Office Equip.	10-090-020-6211	2,000	(248)	1,752	Savings on library furniture
May	Office Supplies	10-050-001-6201	29,365	(2,500)	26,865	Savings from office supplies
May	Reference Books/Materials	10-050-001-6203	3,150	(2,500)	650	Legislative update guides not bought this FY
May	Food/Meals	10-050-001-6205	6,696	(2,000)	4,696	Reduced food expenses
May	Patrol Equipment & Supplies	10-050-001-6218	24,407	(1,500)	22,907	Reduced patrol consummables
May	Property Cleanup & Demolition	10-050-001-6411	5,000	(1,500)	3,500	No anticipated pass through costs for mowing
May	Training and Development	10-050-001-6502	119,000	(38,000)	81,000	Savings from vacancies and reduced training
May	Vehicles	10-050-001-6602	0	48,000	48,000	Purchase of discounted police vehicle
May	Technology Equip. & Supplies	10-030-021-6212	0	1,651	1,651	Purchase of iPads and peripherals
May	Software Licensing & Maint Fee	10-030-021-6412	53,150	(1,651)	51,499	Savings from cancelling Acta AI
May	Office Supplies	10-060-007-6201	700	(150)	550	Savings from less office supplies
May	Furniture & Office Equip.	10-060-007-6211	0	150	150	New office chair
May	Food/Meals	10-010-001-6205	7,410	1,163	8,573	Food for Hutto Citizens University
May	Training & Development	10-010-001-6502	61,245	(1,222)	59,797	Reduced training expenses
May	Postage	10-010-001-6504	100	59	159	Unexpected mailings from CMO
May	Professional Services	10-060-030-6405	215,929	30,233	246,162	New backup and recovery services higher
May	Software Licensing & Maint Fee	10-060-030-6412	441,023	(51,144)	389,879	Savings from software purchases
May	Communication Svcs	10-060-030-6413	306,577	20,911	327,488	Verizon increase with more connected devices
May	Janitorial Supplies	10-040-051-6221	9,696	2,600	12,296	Increase in cost and orders of supplies
May	Training & Development	10-040-051-6502	1,500	(850)	650	Reduced training this FY
May	Travel, Lodging and Per Diem	10-040-051-6510	1,750	(1,750)	0	Reduced travel for training this FY
May	Training & Development	10-010-001-6502	61,245	(226)	59,797	ACM not going to ICMA
May	Membership Dues & Subscriptions	10-010-001-6507	5,079	226	5,305	Increased rates for TCMA dues
May	Line Repairs & Maintenance	50-040-058-6312	125,300	30,000	155,300	Water leak at Shiloh main transmission line
May	Water Reservation	50-040-058-6458	5,300,650	(30,000)	5,270,650	EPCOR reservation was not renewed
June	Office Supplies	10-040-023-6201	500	300	800	Increased office supply nee
June	Small Tools & Equipment	10-040-023-6215	9,000	(1,000)	8,000	Decrease from purchases made in FY25
June	Postage	10-040-023-6504	0	700	700	Mailing increase due to ROW work
June	Other Supplies & Materials	10-040-060-6299	61,671	9,278	70,949	Projected higher expenses on projects
June	Sidewalk Repair and Maint	10-040-060-6320	150,000	40,000	190,000	Increase for sidewalk repair bid
June	Street Repair and Maintenance	10-040-060-6321	2,100,000	(9,278)	2,090,722	Low bid estimate for Brooklands
June	Drainage Repair and Maint	10-040-060-6322	100,000	(40,000)	60,000	Lower drainage estimates for storm pond
June	Animal Control Supplies	10-050-001-6264	3,200	(1,062)	2,138	Savings from items included in new ACO truck
June	Animal Shelter Services	10-050-001-6472	233,096	2,912	236,008	Annual bill slightly higher than budgeted
June	Postage	10-050-001-6504	10,814	(1,850)	8,964	Savings from less code enforcement mailings
June	Office Supplies	10-060-003-6201	500	(127)	373	Reduced office supply needs
June	Training and Development	10-060-003-6502	1,500	(955)	545	Reduced training opportunities this year
June	Recording Fees	10-060-003-6506	3,000	1,082	4,082	Increased recording costs from ROW management
June	Salaries	50-020-010-6001	428,951	(1,650)	427,301	Salary savings
June	Salaries	50-040-058-6001	1,374,738	(1,500)	1,373,238	Salary savings
June	Line Repairs & Maintenance	50-040-058-6312	125,300	70,000	195,300	Replenish emergency repair supplies
June	Utility Facilities Maintenance	50-040-058-6314	106,700	3,150	109,850	Install security cameras in water towers
June	Water Reservation	50-040-058-6458	5,300,650	(70,000)	5,230,650	Did not renew EPCOR reservation
July	Software Licensing & Maint Fee	10-020-001-6412	56,192	5,406	59,578	Partial year of short-term rental software
July	Special Events/Awards	10-090-020-6204	10,700	2,000	12,700	Expend related to Texas Library Assn grant
July	Grant Revenue	10-5067	-	(2,000)	(2,000)	Texas Library Association Grant
July	Office Supplies	10-090-039-6201	775	300	1,075	Increased printer and ink usage
July	Other Supplies & Materials	10-090-039-6299	85,150	(2,000)	83,150	Savings from reduced event expenses
July	Building Repair & Maintenance	10-090-039-6301	20,800	1,600	22,400	Repair bids higher than initially projected
July	Outside Printing	10-090-039-6410	5,000	1,100	6,100	Signage for Fritz Park, other
July	Training & Development	10-090-039-6502	9,420	(500)	8,920	Savings from vacancies
July	Postage	10-090-039-6504	500	(500)	-	Reduced postage use
July	Office Supplies	10-040-023-6201	500	900	1,400	Template agreements/documents for CMAR
July	Small Tools & Equip.	10-040-023-6215	9,000	(900)	8,100	Not buying some small tools this FY
July	Furniture & Office Equip	50-020-010-6211	1,020	900	1,920	Scanner and iPad mount for lobby
July	Disconnect Svcs	50-020-010-6444	6,600	(5,256)	1,344	Savings from reduced disconnects
July	Other Contracted Services	50-020-010-6499	101,900	5,256	107,156	97 water meters being installed over quoted price
July	Travel, Lodging and Per Diem	50-020-010-6510	2,000	(900)	1,100	Savings from reduced travel for training
July	Clothing/Uniforms	10-010-004-6206	16,500	(989)	15,511	Savings from reduced staff clothing expense
July	Tuition Reimbursement Program	10-010-004-6503	9,600	989	10,589	Reimbursements approved over budget

FY 2026 BUDGET TRANSFERS YTD CONTINUED…						
Month	**Account Name**	**Account**	**Current Budget**	**Approved Transfer**	**Revised Budget**	**Notes**
July	Food/Meals	10-010-001-6205	7,410	39	7,449	Water for conference room
July	Training & Development	10-010-001-6502	61,245	(39)	61,206	Savings from reduced training
July	Office Supplies	10-050-037-6201	497	(21)	476	Reduced office supply needs
July	Office Supplies	10-060-001-6201	-	21	21	Privacy screen for laptop
July	Other Supplies & Materials	10-020-001-6299	500	2,020	2,520	Procure Awards Display Case for City Hall
July	Software Licensing & Maint Fee	10-020-001-6412	56,192	(2,020)	59,578	Savings from Short Term Rental software
July	Fuel & Mileage	10-030-021-6231	4,000	2,500	6,500	Projected cost for Fuel for remainder of year
July	Software Licensing & Maint Fee	10-030-021-6412	53,150	(2,500)	50,650	Savings from ACTA AI cancellation
July	Advertising & Legal Notices	10-060-007-6402	22,275	(740)	21,535	Savings from reduced advertising services
July	Travel, Lodging and Per Diem	10-060-007-6510	2,460	740	3,200	Travel/lodging at TAMIO conference
July	Clothing & Uniforms	10-050-037-6206	-	36	36	Uniforms for new EM Director
July	Other Supplies & Materials	10-050-037-6299	3,926	(36)	3,890	Savings from reduced stockpile expense
July	Small Tools & Equip.	10-040-060-6215	2,250	6,500	8,750	Purchase of utility trailer with ramps
July	Traffic Signal Repair and Maintenance	10-040-060-6325	52,500	(6,500)	46,000	Savings from reduced signal repair costs
July	Office Supplies	10-050-001-6201	29,365	(2,000)	27,365	Delaying non-essential office supplies
July	Special Events/Awards	10-050-001-6204	2,625	1,000	3,625	Purchase of award bars for uniforms
July	Technology Equip. & Supplies	10-050-001-6212	20,495	3,000	23,495	Replacement ToughBook
July	K9 Supplies & Maint	10-050-001-6219	3,756	1,000	4,756	Cover unexpected vet expenses for K9
July	Equipment Repair & Maint.	10-050-001-6302	7,200	(3,000)	4,200	Reduced repair costs
July	Equipment Repair & Maintenance	50-040-058-6302	819	1,500	2,319	Cost of trailer repair
July	Water Reservation	50-040-058-6458	5,300,650	(1,500)	5,285,650	Savings from discontinued water reservation
July	Utility Facilities Maint	50-040-058-6314	106,700	13,500	120,200	PO change order for increase lift station cost
July	Water Reservation	50-040-058-6458	5,300,650	(13,500)	5,285,650	Savings from discontinued water reservation
July	Membership Dues & Subscriptions	50-040-058-6507	2,410	258	2,668	APWA had increased dues this FY
July	Travel, Lodging and Per Diem	50-040-058-6510	2,500	(258)	2,242	Savings from reduced travel expenses
July	Equipment Repair & Maint.	10-040-050-6302	39,376	5,000	44,376	Equipment repairs needed
July	Vehicle Repair & Maint.	10-040-050-6304	93,921	(5,000)	88,921	Savings from outside vehicle maintenance
July	Software Licensing & Maint Fee	10-060-003-6412	74,861	(8,807)	66,054	Savings from Granicus
July	Election Services	10-060-003-6431	30,000	8,807	38,807	Runoff election expenses higher than expected

Blanket PO Report Greater than $50,000

Number	Issue Date	Vendor Name	Description	Account Number	Amount	Amount Spent to Date	Remaining PO Amount	Budget Amount
26-0004	10/15/2025	Eileen Merritt, Inc	3rd Party Inspections and PlanReview	10-030-021-6405	171,200	71,761	99,439	262,200
26-0010	10/15/2025	City of Taylor, TX	Wholesale Water	50-040-058-6451	440,539	331,614	108,925	440,539
26-0013	10/15/2025	Manville Water Supply Corp	Manville Water Contract	50-040-058-6452	638,857	563,286	75,571	638,857
26-0028	10/27/2025	Mathews & Freeland, LLC	Attorney Services	50-100-000-6401	68,022	35,211	32,811	219,042
26-0031	10/27/2025	Recharge Water, LP	HOT Wells Ground Water Lease	50-040-058-6454	107,737	53,994	53,743	264,095
26-0053	11/13/2025	PVS DX Chemicals	Chemicals	50-040-058-6232	94,050	69,392	24,658	303,282
26-0066	11/24/2025	Brazos River Authority	Brazos River Authority Wastewater	50-040-058-6456	2,654,321	2,205,760	448,561	2,654,321
26-0067	11/26/2025	Itron Inc.	AMI-Water Meter reading software	50-020-010-6412	73,491	73,491	-	66,500
26-0077	12/4/2025	Hyde Kelley LLP	Special Counsel River Creek & Cottonwood Creek DC	Multiple	220,026	53,978	166,048	191,752
26-0078	12/4/2025	Al Clawson Inc.	Solid Waste removal services	70-080-010-6461	2,651,220	2,012,476	638,744	2,651,220
26-0081	12/8/2025	Matrix Imaging Solutions LLC	Utility Billing printing & Mailing	Multiple	85,500	49,781	35,719	85,500
26-0082	12/8/2025	Ferguson Enterprise Inc.	Purchase of residential water meters	50-020-010-6216	93,100	88,677	4,423	93,100
26-0084	12/11/2025	Xylem Water Solutions USA, Inc	Four spare pumps for Lift Stations	50-040-058-6315	150,983	149,999	984	206,850
26-0085	12/11/2025	Advance Water Well Technology, LLC	Repairs for water well #10	50-040-058-6313	96,132	96,132	-	98,041
26-0086	12/12/2025	Williamson Central Appraisal District	Appraisal fees	Multiple	141,044	107,775	33,269	141,044
26-0093	12/17/2025	Bluebonnet Electric Co-Op	Electric for Wells/Liftstations	50-040-058-6521	337,567	281,315	56,252	544,946
26-0097	12/18/2025	Centerline Supply	Signage & Other Supplies	Multiple	69,223	35,991	33,232	100,894
26-0098	12/18/2025	Gexa Energy, LP	Electricity for City Streetlights	Multiple	615,564	461,528	154,036	615,565
26-0105	12/22/2025	Brooks Watson & Company	City Financial Audit & Single Audit	10-020-001-6405	60,554	53,031	7,523	60,554
26-0106	12/22/2025	Bojorquez Law Firm, PC	Attorney Services	Multiple	793,528	568,132	225,396	927,047
26-0109	12/23/2025	Tyler Technologies Inc.	ERP Pro Annual Service Cost	Multiple	117,383	117,383	-	117,383
26-0114	12/30/2025	The Chapman Firm PLLC	Special Counsel Brooklands Construct Defect	10-010-003-6401	66,958	7,550	59,408	840,042
26-0116	12/31/2025	Yellowstone Landscape	Mowing Services	10-040-060-6403	393,000	289,434	103,566	414,143
26-0120	12/31/2025	Verizon Wireless	City Cell phone services	Multiple	150,650	107,147	43,503	150,650
26-0123	1/5/2026	Tack Development, Ltd.	Sales Tax reimbursement	10-5007	767,446	486,404	281,042	1,200,000
26-0133	1/6/2026	SHI-Government Solutions	Microsoft Licenses	10-060-030-6412	116,144	116,144	-	441,023
26-0137	1/21/2026	Buckeye Telesystem Inc.	City-wide Internet services	10-060-030-6413	81,897	67,312	14,585	306,577
26-0142	1/26/2026	Williamson County & Cities Health District	Outside Agency Funding	10-010-002-6606	100,243	100,243	-	100,243
26-0171	2/18/2026	TML Intergovernmental Risk	Citywide insurance coverages	Multiple	483,884	483,884	-	483,884
26-0179	2/26/2026	ValleyView Consulting,LLC	2nd Year Investment advisory services	10-020-001-6405	75,000	29,855	45,145	155,752
26-0194	3/18/2026	Williamson County/County Auditor	FY 2026 Dispatch service fees	10-050-001-6413	1,193,089	1,193,089	-	1,245,873
26-0020	4/9/2026	Texas State Technical College	TSTC ILA FY2026 Reimbursement	10-010-002-6562	200,000	198,827	1,173	200,000
26-0201	4/9/2026	D&B Construction Group	Water Meters changeout	50-020-010-6499	112,464	117,720	(5,256)	134,464
26-0223	4/17/2026	Recharge Water, LP	TLGC Exempt Wholesale water	50-040-058-6458	3,564,000	3,564,000	-	5,300,650
26-0234	5/18/2026	Recharge Water, LP	TLGC Exempt Wholesale water	50-040-058-6458	3,205,647	2,917,656	287,991	5,300,650

No blanket purchase orders for June 2026

No blanket purchase orders for July 2026

Authorized and Unissued General Obligation Debt

Historical Bond Election Information

Purpose	Debt Authorized	Amount Authorized	Amount Issued	In Progress	Remaining Unissued	
Sewer	Saturday, March 18, 1972	25,000	12,000	-	13,000	
Parks and Recreation	Tuesday, November 6, 2018	50,000,000	19,660,000	-	30,340,000	(a)
Total		**$ 50,025,000**	**$ 19,672,000**	**$ -**	**$ 30,353,000**	

(a) The authorized issuance of $50,000,000 tax bonds for parks and recreational facilities and other improvements at or integrated into parks and recreational facilities

Schedule provided pursuant to the City's fiscal and budgetary policy adopted in September of 2023

AGENDA ITEM REPORT
8.10.

To:	City Council
Subject:	Consideration and possible action on approving the following City Council meeting minutes: August 1, 2026 Special Budget Meeting, August 6, 2026 Joint City Council/Hutto Economic Development Corporation Meeting and August 6, 2026 Meeting. (Laura Hallmark)
Meeting:	Thursday, August 20, 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. 8.1.2026 CC Special Mtg DRAFT MINUTES
2. 8.6.2026 JOINT DRAFT MINUTES
3. 8.6.2026 DRAFT MINUTES

City of Hutto

Minutes

City Council Special Budget Meeting
Saturday, August 1, 2026 at 9:00 AM
City Council Chambers – 500 W. Live Oak Street

1. CALL SESSION TO ORDER – 9:59 AM

2. ROLL CALL

Members of Council present: Mayor Snyder, Mayor Pro Tem Porterfield, Councilmember Reynolds, Councilmember Thornton (remote), Councilmember Morris, Councilmember Zepeda (remote), and Councilmember King

STAFF:

Staff members present: James Earp, City Manager; David Amsler, Assistant City Manager; Nick Angeli, Management Fellow; Alberta Barrett, Finance Director; Christina Bishop, Assistant Finance Director; Eric Carter, Director of Emergency Management; 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; Howard Koontz, Director of Development Services; Kate Moriarty, Executive Director of Administrative Services; Kristin Phillips, Library Director; David Reeves, IT Manager; Kristiana Spencer, Director of Human Resources; Jeff White, Parks and Recreation Director; Brayden Worley, Budget Coordinator; Jeffrey Yarbrough, Police Chief

3. PUBLIC COMMENT

There were no speakers.

4. OTHER BUSINESS

4.1. Discussion and possible action on 5-year CIP. (Kate Moriarty)

Kate Moriarty – Executive Director of Administrative Services and Alberta Barrett – Finance Director provided information for this item. Council discussion regarding Live Oak Extension, Alliance Boulevard, Ed Schmidt and Limmer Loop.

Motion by Mayor Snyder, second by Mayor Pro Tem Porterfield, for the following projects:
T15 – move from '27/'28 to '26/'27
T46/T79 – move $7m from '27/'28 to '26/'27
T21 – move to '26/'27
Motion passed 7:0.

DRAFT

4.2. Discussion and possible action on proposed FY27 budget. (Alberta Barrett)

Ms. Barrett reviewed the proposed budget. Council discussion regarding staffing; payments for Texas State Technical College; anticipated financial projections for Skybox, ADA transition plan and money allocated; and benefits access for retired employees.

Further review and discussions will be held at upcoming budget meetings: August 13, 2026, September 3, 2026 and September 17, 2026 (if needed).

5. ADJOURNMENT – 11:17 AM

_____

Mike Snyder, Mayor

ATTEST:

_____

Laura Hallmark, City Secretary

DRAFT

City of Hutto

Minutes

Joint City Council/Hutto Economic Development Corporation Special Meeting

Thursday, August 6, 2026 at 5:30 PM

Executive Conference Room – 500 W. Live Oak Street

1. CALL SESSION TO ORDER – City Council 5:30 PM, HEDC – 5:30 PM

2. ROLL CALL

2.1. City Council present:

Mayor Mike Snyder
Mayor Pro Tem Evan Porterfield
Councilmember Jerrel W. Reynolds
Councilmember Dan Thornton (5:32 PM)
Councilmember Jim Morris
Councilmember Corina I. Zepeda
Councilmember Aaron King

2.2. HEDC present:

Caitlin Morales, Vice Chair (ABSENT)
Irma Gonzalez, Secretary/Treasurer
Mike Snyder, Board Member
Evan Porterfield, Board Member
Dan Thornton, Board Member (5:32 PM)
Jim Morris, Board Member

3. PUBLIC COMMENT

There were no comments.

4. EXECUTIVE SESSION

4.1. Receive legal advice pursuant to Texas Government Code Section 551.071 (Consultation with Attorney) and deliberations pursuant to Texas Government Code Sections 551.072, (Real Property); and 551.087 (Economic Development Negotiations) to deliberate upon and seek the advice of legal counsel regarding the following: a) possible incentives for Project Blue Hub; b) pending incentives and purchase agreement related to Project Air; c) Project Heartbeat; (d) alcohol zoning for the City of Hutto; and e) consultant services related to negotiations with Williamson County Emergency Services District # 3.

In Executive Session at 5:31 PM. Out at 6:39 PM

5. ACTION RELATIVE TO EXECUTIVE SESSION

5.1. (HEDC) Discuss and consider action on Resolution R-HEDC-2026-039 to approve an Economic Development Performance Agreement (EDPA) for Project Air.

Motion by Board Member Snyder, second by Board Member Morris, to approve the item as presented. Motion passed 4:1 (Thornton).

DRAFT

5.2. (HEDC) Discuss and consider action on Resolution R-HEDC-2026-032 to approve an Economic Development Performance Agreement for an incentive in support of Project Blue Hub.

Motion by Board Member Morris, second by Secretary/Treasurer Gonzalez, to approve the item as presented. Motion passed 4:1 (Thornton).

5.3. (City Council) Consideration and possible action on Resolution No. R-2026-155 to approve the Hutto Economic Development Corporation's Economic Development Performance Agreement for an incentive in support of Project Air.

Motion by Mayor Pro Tem Porterfield, second by Councilmember Morris, to approve the item as presented. Motion passed 7:0.

5.4. (City Council) Consideration and possible action on Resolution No. R-2026-156 to approve the Hutto Economic Development Corporation's Economic Development Performance Agreement for an incentive in support of Project Blue Hub.

Motion by Councilmember King, second by Councilmember Reynolds, to approve the item as presented. Motion passed 5:2 (Zepeda, Thornton).

5.5. (City Council) Consideration and possible action on Resolution No. R-2026-154 approving an incentive agreement between the City of Hutto and Project Blue Hub.

Motion by Councilmember Morris, second by Councilmember King, to approve the item as presented. Motion passed 5:2 (Thornton, Zepeda).

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

Item 4.1.e: (HEDC) Motion by Board Member Snyder, second by Board Member Porterfield, to substitute the mediator as discussed in Executive Session. Motion passed 5:0.

Item 4.1.d: (HEDC) Motion by Board Member Snyder, second by Board Member Porterfield, to approve a not-to-exceed amount of $150,000 for the alcohol zoning. Motion passed 5:0.

Item 4.1.c: (HEDC) Motion by Board Member Snyder, second by Board Member Morris, to pursue properties as discussed in executive session. Motion passed 5:0.

6. ADJOURNMENT – City Council 6:47 PM, HEDC – 6:47 PM

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Mike Snyder, Mayor

ATTEST:

Laura Hallmark, City Secretary

Irma Gonzalez
HEDC Board Secretary/Treasurer

Caitlin Morales
HEDC Board Vice Chair

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City of Hutto

Minutes

City Council Meeting

Thursday, August 6, 2026 at 7:00 PM

City Council Chambers – 500 W. Live Oak Street

1. CALL SESSION TO ORDER – 7:01 PM

2. ROLL CALL

Members of Council present: Mayor Snyder, Mayor Pro Tem Porterfield, Councilmember Reynolds, Councilmember Thornton (remote), Councilmember Morris, Councilmember Zepeda, and Councilmember King

STAFF:

Staff members present: James Earp, City Manager; David Amsler, Assistant City Manager; Dottie Palumbo, Legal Counsel; Kristi Barnes, Community & Culture Officer; Alberta Barrett, Finance Director; Eric Carter, Director of Emergency Management; 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; Howard Koontz, Director of Development Services; Kate Moriarty, Executive Director of Administrative Services; Jeff White, Parks and Recreation Director; Jeffrey Yarbrough, Police Chief

3. INVOCATION – Arthur Spence, Little Ebenezer Baptist Church

4. PLEDGE OF ALLEGIANCE

5. CITY MANAGER COMMENTS

James Earp, City Manager, made the following comments:

New Hires

Johnny Eddleton – Welcome Johnny Eddleton to his new role as Construction Inspector. Johnny brings 42 years of experience to Team Hutto, with experience from TxDOT, Lockhart, Bastrop and the Caldwell County Unit Road System.

Eric Carter – Welcome Eric Carter to his new role as Director of Emergency Management. Previously, Eric served as the Chief Emergency Management Coordinator for Travis County. Eric currently resides in Pflugerville, where he enjoys audiobooks, camping, and spending time with his energetic four-year-old granddaughter.

Adam Carter – Welcome Adam Carter to his new role as a Streets and Drainage Tech. Adam previously worked for Collin County Public Works. In his free time,

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he enjoys spending time with his 2 sons, Ethan and Zander and is currently trying to earn his pyrotechnics license.

6. PUBLIC COMMENT

1. Billy Bennett
2. Rick Akins

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.

Motion by Mayor Snyder, second by Councilmember Morris, to appoint Jade Trent to Library Advisory Board – Seat 7. Motion passed 7:0.

Motion by Councilmember Zepeda, second by Councilmember King, to appoint Christine Benson to the Library Advisory Board – Seat 4. Motion failed 2:5 (Snyder, Porterfield, Thornton, Morris, King).

Motion by Councilmember Morris, second by Mayor Snyder, to reappoint Mayor Snyder (Seat 6), Councilmember Porterfield (Seat 4) and Councilmember Morris (Seat 2) and appoint Charles Warner (Seat 5) to the Hutto Economic Development Corporation Board of Directors.

Council discussion regarding the number of Councilmembers serving on the HEDC Board.

Motion passed 5:2 (Zepeda, Reynolds)

7.2. Consideration and possible action regarding recommendations or updates from City Council sub-committees (i.e. HISD, CIP, Fire Safety).

Mayor Snyder reported HISD did not meet. ESD#3 met on August 1st and had a good meeting. The Co-Op sub-committee has dissolved and the CIP has not met.

7.3 Discussion and possible action regarding a request for Boards & Commissions training dollars for a member of the Planning & Zoning Commission. (Howard Koontz)

Howard Koontz, Director of Development Services, presented the information for this item. Council discussion regarding options for relaying information obtained

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at training sessions; having a reporting structure in place after completion of training.

There was no action taken on this item.

8. PRESENTATIONS

This item was taken out of order:

8.2 Annual Update from Williamson County & Cities Health District (Executive Director, WCCHD, Amber Erickson, DrPH, MPH)

Amber Erickson, Executive Director, provided the update.

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

Kate Moriarty, Executive Director of Administrative Services, provided the update. Mr. Earp provided additional information.

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)

Mr. Koontz provided the information for this item. The public hearing opened and closed at 9:11 PM with no speakers. Seth Marin – for the applicant, provided additional information.

Motion by Mayor Snyder, second by Mayor Pro Tem Porterfield, to approve the item as presented.

Mayor Snyder offered an amendment, which was accepted, to notate the 100% Industrial Use designation ends January 1, 2030. Motion, as amended, passed 7:0.

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)

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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)

10.9 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)

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

10.11 Consideration and possible action on approving the following City Council meeting minutes: July 16, 2026 Work Session and July 16, 2026 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:

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)

Ms. Moriarty provided the information for this item.

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Motion by Mayor Snyder, second by Councilmember Morris, to approve the item as presented. Motion passed 7:0.

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)

Ms. Moriarty provided the information for this item.

Motion by Mayor Snyder, second by Mayor Pro Tem Porterfield, to approve as presented minus 53 days in liquidated damages. Motion passed 7:0.

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)

Jeff White, Parks and Recreation Director, provided information for this item.

Motion by Mayor Snyder, second by Councilmember King, to approve the item as presented. Motion passed 7:0.

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)

Speaker: Amberley Kolar

*Motion by Mayor Snyder, second by Councilmember King, to **DENY** this item and allow the artist to do as she wishes with the design. Motion passed 7:0. THIS ITEM WAS NOT APPROVED.*

This item was taken out of order:

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)

Councilmember Morris presented information for this item. Selena Brandon – Owner's Representative, provided additional information. Ms. Moriarty and Mr. Earp provided additional information. Cade Martinez – Capital Excavation, provided additional information.

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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)

Laura Hallmark, City Secretary, presented the information for this item. Council discussion regarding the holdover provision; contract with the City Manager; budget presentation date; which budget would be automatically passed if not approved by September 30th; required super-majority of Council or 66% of vote for CO/GO issuance; City Council pay and amount; and continuing discussion on online message board. Dottie Palumbo – City Attorney, recommended postponing for May election, which would allow further discussion and review.

Motion by Mayor Snyder, second by Councilmember King, for no action and bring back in October. Motion passed 7:0.

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)

Councilmember King provided information for this item. Council discussion regarding other possibilities for County-owned properties.

Motion by Councilmember Morris, second by Councilmember King, to accept use of City-owned facilities for Early Voting. Motion passed 7:0.

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

Councilmember Thornton provided information for this item. Ms. Moriarty provided additional information regarding the number of residents affected; coordination with staff; and future discussions with the Post Office.

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)

Councilmember Morris provided information on this item. Ms. Palumbo provided additional information. Mr. Earp provided additional information. Council discussion regarding communicating bidding opportunities; coordination with the Chamber of Commerce; and placing discussion on online message board.

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13. EXECUTIVE SESSION

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.

In Executive Session at 11:28 PM. Out at 1:00 AM, with the exception of 13.1.a.

14. ACTION RELATIVE TO EXECUTIVE SESSION

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

Item 13.1.b: Motion by Mayor Snyder, second by Councilmember Reynolds, to approve the agreement for preliminary engineering service and submittal of Exhibit A for railroad approval with Union Pacific Railroad Company. Motion passed 7:0.

Item 13.1.c: Motion by Mayor Snyder, second by Mayor Pro Tem Porterfield, to direct staff to send a letter to Williamson County Emergency Services District #3 (ESD#3) requesting an election for an 80/20 split on sales taxes. Motion passed 7:0.

Item 13.1.c: Motion by Mayor Snyder, second by Mayor Pro Tem Porterfield, to send to the ESD#3 and the County the proposed Interlocal Agreement that has the assumption of the ESD#3 as part of the City Department. Motion passed 7:0.

Item 13.1.c: Motion by Mayor Snyder, second by Councilmember Morris, for an amendment to the Interlocal Agreement for the allocation of sales tax revenue between the ESD#3 and the City of Hutto, Texas. Motion passed 7:0.

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15. CITY COUNCIL COMMENTS

15.1 General Comments from City Council

Councilmember Zepeda commented on the qualifications of her appointee to the Library Advisory Board.

15.2 Future Agenda Items

Porterfield: bring all ESD#3 sub-committee meeting audio/transcripts (unedited) for release – Aug 20 (added to exec)

Zepeda: bring discussion for downtown plan, EDC incentives, etc.; clarification on rules for CC sub-committees/review of CC protocols; ask staff to come up with a way on training verification/justification

Snyder: ordinance to establish a fire department - Sept; review of procurement on pavement work; DEIB review of board directives and priorities

16. ADJOURNMENT – 1:09 AM

_____

Mike Snyder, Mayor

ATTEST:

_____

Laura Hallmark, City Secretary

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AGENDA ITEM REPORT
9.1.

To:	City Council
Subject:	Consideration and possible action on Ordinance No. O-2026-042 authorizing the notice and publication of the Joint Public Hearing of the Planning and Zoning Commission and City Council to be held on September 17, 2026 at 7:00 p.m. to consider recommendations and possible action upon an ordinance repealing and replacing Article 16.02 of the Hutto City Code, the Unified Development Code of the City of Hutto, Texas. (Howard Koontz)
Meeting:	Thursday, August 20, 2026
Department:	Development Services /
Staff Contact:	Howard Koontz

ITEM SUMMARY:

In 2023, City Council granted staff the approval to create development regulations that address contemporary development and zoning practices with Freese and Nichols, LLC. The intent was to create a development code easily understood by administrators, the public, and the development community, as well as support the goals and policies of the Hutto SOAR 2040 Comprehensive Plan and other related long-range planning policy documents. This item is to notice the public hearing of the agreed-upon edits from the joint Planning and Zoning and City Council meeting that took place on 8.13.26.

FISCAL NOTES:

There is no fiscal impact associated with this agenda item.

ATTACHMENTS:

1. Hutto ORD Joint Mtg CC and P&Z for UDC 8.10.26
2. UDC Draft_City Council Combined Comments_7.28.2026

ORDINANCE NO. O-2026-###

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, ESTABLISHING NOTICE REQUIREMENTS FOR JOINT PUBLIC HEARINGS BEFORE THE CITY COUNCIL AND THE PLANNING AND ZONING COMMISSION TO CONSIDER AMENDMENTS AND THE REPEAL OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF HUTTO, TEXAS; PROVIDING FINDINGS OF FACT, ENACTMENT, PUBLICATION, PROPER NOTICE AND MEETING, REPEALER, SEVERABILITY; 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, Chapter 211 of the Texas Local Government Code applies to changes in zoning classifications; and

WHEREAS, in City of Austin v. Acuna, the Fourteenth Court of Appeals of Texas found that "the Texas statute provides a home-rule municipality an alternative to individual written notice in that the governing body may, by a two-third vote, prescribe the type of notice to be given a public hearing held jointly with the zoning commission"; and

WHEREAS, Section 211.007(d) of the Texas Local Government Code further provides that if notice is prescribed by such section, certain notice requirements do not apply; and

WHEREAS, the City of Hutto has undergone a review of its Unified Development Code (the "UDC") and has identified the need to review and consider amending repealing regulations that will repeal and replace the current UDC; and

WHEREAS, the City Council finds that utilizing the joint hearing process authorized by state law continues to provide the public and property owners with an opportunity to provide comments on proposed amendments while expediting the zoning text amendment process; and

WHEREAS, the City Council of the City of Hutto finds that utilizing the joint public hearing process authorized by state law necessitates the waiver of certain City Code

provisions relating to the zoning text amendment process; and

WHEREAS, the City Council of the City of Hutto finds that enacting this ordinance is necessary for the protection of public health, public safety, public property, and public peace.

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 City Manager may schedule items in addition to those listed in the preamble of this Ordinance for consideration at a joint public hearing with the City Council and the Planning and Zoning Commission of the City of Hutto.

SECTION 3. Pursuant to Section 211.007(d) of the Texas Local Government Code, the City Council of the City of Hutto hereby authorizes the waiver of the notice requirements contained in the following Hutto City Code provisions for the purpose of holding joint meetings with the City Council and the Hutto Planning and Zoning Commission for the purpose of considering zoning classification changes or amendments that will repeal and replace the current UDC, provided that the notice provisions contained in Section 4 of this Ordinance are met.

SECTION 4. Pursuant to Section 211.007(d) of the Texas Local Government Code, the City Council of the City of Hutto hereby adopts notice requirements for the purpose of holding joint meetings with the Hutto Planning and Zoning Commission ("Joint Hearing") to provide as follows:

> *Publication*. Notice of a Joint Hearing, including the date, time, location, brief description of proposed amendments that will repeal and replace the current UDC, and the proposed dates and times of subsequent City Council and Planning and Zoning Commission meetings must be published at least fifteen (15) days before the date of the Joint Hearing in the *Taylor Press*.

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.

SECTION 10: This Ordinance shall take effect immediately upon 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 20th day of August 2026 on a vote of _____ AYES; _____ NAYS; _____ ABSTENTIONS.

CITY OF HUTTO, TEXAS:

_____
Mike Snyder, Mayor

ATTEST:

_____
Laura Hallmark, City Secretary

Chapter 1. Administration

10.101. Title and Effective Date

(a) This document is Chapter XX of the Municipal Code of Ordinances of the City of Hutto, Texas. It shall be officially known as the "Unified Development Code of the City of Hutto, Texas", and is referred to internally in this document as this "UDC".

(b) This UDC shall become effective on XX, 2025.

10.102. Purpose

This UDC is enacted to:

(a) Implement community, neighborhood and other applicable land use and development plans; and provide planned and orderly land use in the City.

(b) Promote good planning practice, public design, architecture and urban design; and protect building and property values.

(c) Preserve Hutto's distinctive sense of place, distinct identity, sense of community and "small city" feel; and ensure new development respects and reinforces the City's built, natural and social environment.

(d) Encourage development of vacant land in established neighborhoods.

(e) Encourage best practices and innovation in land development.

(f) Promote efficient and safe vehicle circulation, while accommodating and integrating alternative forms of transportation.

(g) Promote water, energy and natural resource conservation.

(h) Preserve open space and prevent overcrowding.

(i) Provide the physical and social infrastructure needed to serve City residents and visitors.

(j) Buffer externalities occurring on adjacent, more intensive uses.

(k) Secure safety from fire and other dangers, and provide for adequate sun, light and air.

(l) Provide land use classification and land development distribution.

(m) Improve mobility for all modes of transportation and promote traffic safety.

(n) Implement the City's comprehensive plan, Hutto SOAR 2040.

10.103. Authority

(a) The Unified Development Code is adopted under the authority of the constitution and laws of the State of Texas, including Section 211 and Section 212 of the Texas Local Government Code and under the provisions of the City Charter.

(b) Whenever any provision of this UDC refers to or cites a section of the Texas state statutes and that section is later amended or superseded, this UDC shall be deemed to refer to the amended section or the section that most nearly corresponds to the superseded section.

(c) Whenever a section of this UDC requires or authorizes an officer or employee of the City to do some act or perform some duty, it shall be construed to authorize the officer or employee to designate, delegate and authorize subordinates to perform the act or duty, unless the terms of that section provide otherwise.

10.104. Applicability

10.104.1. General Applicability

Unless otherwise stated herein, this UDC applies to all regulations and other matters regarding land use and development of land, including zoning, subdivision, platting, floodplains, urban design, and historic preservation, for property located within the City and if applicable, its extraterritorial jurisdiction (ETJ).

10.104.2. Incorporated Areas

In the City corporate limits, all provisions of this UDC apply to all land, buildings, structures, and uses, except as provided for within this UDC.

10.104.3. Extraterritorial Jurisdiction Areas

In the extraterritorial jurisdiction, signage and water and wastewater provisions of this UDC apply to all land, buildings, structures, and uses. Subdivision and platting provisions (Chapter 4) apply to the extraterritorial jurisdiction provided in V.T.C.A. Local Government Code Chapter 212.

10.104.4. Zoning

Zoning regulations do not apply to uses or activities exempt from zoning under Texas Local Government Code (TLGC) Section 211.013.

10.104.5. Public Buildings, Structures, and Uses

In the erection of buildings or other structures, City-owned utilities shall conform to architectural design as required by this UDC.

10.105. Severability

Nothing in this UDC shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired for existing, under any previously existing ordinance; nor shall any existing legal right or remedy of any character be lost, impaired or affected by enacting this UDC.

10.106. Savings Clause

Adoption of this UDC will not release or change any penalty, liability or right the City incurred under old regulations. This UDC is held as remaining in force for sustaining actions for enforcement of any penalty, liability or right of the City, sustaining any order made in those actions, and sustaining any actions before City staff, contract professionals, elected and appointed bodies, and any court.

10.107. Consistency with Comprehensive Plan

This UDC shall implement the goals, objectives and policies of the comprehensive plan Hutto SOAR 2040 under TLGC Section 211.004. This UDC is deemed in conformance with Hutto SOAR 2040. Modifications to this UDC and rezoning efforts must adhere to the criteria outlined in TLGC Section 211.004: (1) lessen congestion in the streets; (2) secure safety from fire, panic and other dangers; (3) promote health and the general welfare; (4) promote adequate light and air; (5) prevent the overcrowding of land; (6) avoid undue concentration of population; and (7) facilitate the adequate provisions of transportation, water,

sewers, schools, parks and other public requirements. An amendment to the text of this UDC is consistent with and in conformance with Hutto SOAR 2040 if it conforms to the goals and policies stated in that plan, as the plan will be updated on an annual basis.

10.108. Scheduled Updates

Regular updates shall be made to this UDC to modify procedures and standards for workability and administrative efficiency, and to update the procedures and standards to reflect changes in the law or the state of the art in land use planning and urban design. The UDC updates will be conducted as needed. Except for amendments initiated by City agencies, elected bodies and appointed boards, amendments submitted during the update include the following:

(a) Amendments for changes that do not alter the impact of the provision being addressed, including spelling, grammar correction, formatting, text selection, or addition of text in conformance to existing ordinances, statutes or case law.

(b) Clarification amendments to ease interpretation and understanding of existing provisions. Clarification amendments shall not change or alter the intent or meaning of existing provisions.

(c) The Director of Development Services shall provide written administrative determinations pursuant to this UDC. Such written administrative determinations are based on case or project experience and may or may not result in the creation of an amendment to this UDC.

10.109. Enforcement

Enforcement provisions are in section 10.806.

10.110. Graphics and Photos

Graphics and photos used throughout this UDC shall illustrate specific components of this UDC. In the event of a conflict between written language and the graphics and photos contained in this UDC, the written language will control.

Chapter 2. Land Use Standards

10.201. Intent

The zoning regulations and districts established in this Chapter are intended to conform with Hutto SOAR 2040 and promote the health, safety, and general welfare of the City of Hutto. The zoning regulations and districts established in this Chapter shall apply to projects within the city limits of the City of Hutto and do not apply to projects remaining in the Hutto Extraterritorial Jurisdiction (ETJ) except for permits in conformance with Section 10.~~.~~

~~10.202. Applicability~~

~~This chapter applies in the following areas:~~

City of Hutto	Hutto Extraterritorial Jurisdiction (ETJ)
Yes	No

~~10.203.~~10.202. Zoning Map

~~10.203.1.~~10.202.1. Zoning Map Established

(a) Zoning district boundaries are shown on the official map titled "City of Hutto Official Zoning Map," as amended. The map is adopted as a part of this UDC by reference. Development Services staff will maintain and update the zoning map to reflect zoning amendments, annexation, updated property boundaries and street alignments and error correction.

(b) The official zoning map has the signature of the Mayor, attested by the City Secretary, and bearing the Seal of the City of Hutto under the following words:

This is to certify that this is the official zoning map for the City of Hutto, Texas.

(c) Regardless of the existence of other zoning maps that may be published, the City of Hutto Official Zoning Map is the final authority of the current zoning status of all property in the City of Hutto. The official zoning map shall be filed in the Office of the City Secretary and shall be made available to the public when City Hall is open.

~~10.203.2.~~10.202.2. Zoning Map Amendments

(a) The ~~Director of Development Services~~Development Services staff is responsible for amending the official zoning map to reflect zoning amendments as soon as possible after the effective date of zoning map amendments.

(b) No unauthorized person may alter or modify the official zoning map.

(c) The ~~Director of Development Services~~Development Services staff may authorize printed copies of the official zoning map to be produced, and maintain digital or printed copies of superseded versions of the official zoning map for historical reference.

~~10.203.3.~~10.202.3. Zoning Map Replacement

(a) If the official zoning map becomes damaged, destroyed, lost or difficult to interpret because of the nature and/or number of changes and additions, City Council may adopt a new official zoning map to supersede the previous map. The new official zoning map shall correct drafting or other errors or omissions in the previous map, but no correction will have the effect of amending the original map or any amendments. The new official zoning map will have the signature of the Mayor, attested by the City Secretary, and bearing the Seal of the City of Hutto under the following words:

This is to certify that this official zoning map supersedes and replaces the official zoning map adopted (date of adoption of map being replaced) as part of Ordinance No, (ordinance number) of the City of Hutto, Texas.

(b) The previous map or significant parts remaining shall be preserved, along with available records related to its adoption or amendment, unless the map was destroyed or lost.

~~10.203.4.~~10.202.4. **Zoning Map Interpretation**

(a) A boundary shown following a street, highway, alley, right-of-way, trail, easement or watercourse is considered to follow the feature's centerline.

(b) A boundary shown roughly parallel to a street, highway, alley, right-of-way or other straight feature is considered as parallel. If the zoning map does not show a distance, the map scale determines the boundary location.

(c) A boundary shown running to but not extending into a body of water is considered to run in a straight line until it intersects with another boundary or the city limits.

(d) A boundary shown following an approximate lot or municipal boundary line is considered to be following the line.

(e) A boundary shown following a shoreline is considered to follow property lines along the shoreline, or the high-water mark, whatever is more encompassing.

(f) Zoning map scale determines boundary location when a boundary is shown crossing a lot or parcel.

(g) Where a street, property line or other physical feature varies from the zoning map or other uncertainties exist, City Council will fix the exact district boundary location.

~~10.204.~~10.203. Zoning Districts

~~10.204.1.~~10.203.1. Equivalency Table for Zoning Districts

The table below identifies zoning districts adopted in previous ordinances and the regulations that now apply to those districts.

Previous Zoning District		Current Zoning Districts (2025)	
Traditional Zoning Districts			
SF-R Single Household Rural Estate		AR Agriculture and Rural Residential District	
SF-1 Single Household Medium Density	SF-1 Base	R-1 Legacy Single-Family District	
	SF-1 Alley loaded, Cul-de-sac, or Detached Garage	R-1 Legacy Single-Family District	
	SF-1 Zero Lot Line	N-1 Neighborhood Hamlet District	~~N-1 Single-family, Detached~~ N-1 Zero Lot Line
	SF-1 Village	N-1 Neighborhood Hamlet District	N-1 Zero Lot Line
SF-2 Two to Four Household		N-1 Neighborhood Hamlet District	N-1 Single-family, Attached
			N-1 Duplex
			N-1 Multiplex
MF Multiple Household		N/A	
MH Manufactured Home		N/A	
B-1 Local/Neighborhood		N-2 Neighborhood Village District	N-2 Single-family, Detached
			N-2 Zero Lot Line
			N-2 Single-family, Attached
			N-2 Duplex
			N-2 Multiplex
			N-2 Multifamily
			N-2 Commercial and Institutional
B-2 General		CC Commerce Corridor District	
LI Light Industry		B Business and Light Industrial District	

I General Industry		M Manufacturing and Industrial District	
Previous Zoning District		**Current Zoning Districts (2025)**	
Special Purpose Districts			
REC Recreation		PR Public and Recreational District	
PUD Planned Unit Development		PUD Planned Unit Development	
Overlay Districts			
H Historic District Overlay		H Historic District Overlay	
G Gateway Overlay		N/A	
Form Based Code			
FBC	T-1	AR Agriculture and Rural Residential District	
	T-2	AR Agriculture and Rural Residential District	
	T-3	N-1 Neighborhood Hamlet District	
	T-4	N-2 Neighborhood Village District	
	T-5	N-3 Neighborhood Town District	
OT	OT-3	N-1 Neighborhood Hamlet District	
	OT-4R	N-2 Neighborhood Village District	
	OT-4T	N-2 Neighborhood Village District	
	OT-5H	N-3 Neighborhood Town District	
	OT-5C	N-3 Neighborhood Town District	
	SD-A	N-3 Neighborhood Town District	
New Zoning Districts			
N/A		MU-1 Mixed-Use Commercial District	
N/A		MU-2 Mixed-Use Regional District	
N/A		N-2(H) Neighborhood Village District (Historic)	Single-Family, Detached
			Zero Lot Line
			Single-Family, Attached
			Duplex
			Multiplex
			Commercial and Mixed Use

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N/A	ID Innovation District Overlay

~~10.204.2.~~10.203.2. Traditional Zoning Districts

Traditional Zone Prefixes:

Zoning District		
Traditional Zone Prefixes		
AR	Agriculture and Rural Residential District	
R-1	Legacy Single-Family	
N-1	Neighborhood Hamlet District	Single-Family, Detached
		Zero Lot Line
		Single-Family, Attached
		Duplex
		Multiplex
N-2	Neighborhood Village District	Single-Family, Detached
		Zero Lot Line
		Single-Family, Attached
		Duplex
		Multiplex
		Multifamily
		Commercial and Institutional
N-2(H)	Neighborhood Village District (Historic)	Single-Family, Detached
		Zero Lot Line
		Single-Family, Attached
		Duplex
		Multiplex
		Commercial and Mixed Use
N-3	Neighborhood Town District	
MU-1	Mixed-Use Community District	
MU-2	Mixed-Use Regional District	
CC	Commerce Corridor District	

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B	Business and Light Industrial District
M	Manufacturing and Industrial District

~~10.204.2.1~~10.203.2.1 AR Agriculture and Rural Residential District

(a) General Purpose and Description

The AR District provides for estate-style single-family dwellings and agricultural uses, including farming, ranching, and crop cultivation.

(b) Dimensional Standards

Size of Lots	
Minimum Lot Area	87,120 sf (2 ac)
Minimum Lot Width	200 ft
Size of Yards	
Minimum Front Yard	50 ft
Minimum Side Yard	20 ft
Minimum Rear Yard	50 ft
Height	
Maximum Building Height, Primary	45 ft
Accessory Structure Criteria	
Minimum Side and Rear Yard	20 ft
Maximum Building Height	25 ft

~~10.204.2.2~~10.203.2.2 R-1 Legacy Single-Family District

(a) General Purpose and Description

The R-1 District is for existing neighborhoods and shall not be used to zone new areas. This district shall encompass suburban-style single-family dwellings, typically served by front-loaded garage configurations.

(b) Dimensional Standards

Size of Lots	
Minimum Lot Area	5,500 sf
Minimum Lot Width	50 ft
Size of Yards	
Minimum Front Yard	25ft
Minimum Side Yard	5 ft
Minimum Rear Yard	20 ft
Height	
Maximum Building Height, Primary	35 ft
Accessory Structure Criteria	
Minimum Side and Rear Yard	5 ft
Maximum Building Height	25 ft

~~10.204.2.3~~10.203.2.3 N-1 Neighborhood Hamlet District

(a) General Purpose and Description

The N-1 District primarily provides for the creation or redevelopment of residential land uses, with building types in accordance with the International Residential Code for one- and two-family dwellings, including detached and attached single-family dwellings, zero-lot line configurations, duplexes, and multiplexes with three to four dwelling units.

(b) Sub-Districts

(1) Single-Family, Detached

(A) Dimensional Standards

Size of Lots		
Minimum Lot Area		4,500 sf
Minimum Lot Width	Rear Entry	40 ft
	Front Entry	50 ft
Size of Yards		
Minimum Front Yard and Corner Side Yard	Rear Entry	10 ft
	Front Entry	20 ft overall 24 ft for garage doors
Minimum Side Yard		5 ft
Minimum Rear Yard	Rear Entry	~~20 ft~~ 24ft for garage doors
	Front Entry	15 ft
Height		
Maximum Building Height, Primary		35 ft
Accessory Structure Criteria		
Minimum Side and Rear Yard		5 ft
Maximum Building Height		25 ft

(2) Zero Lot Line

(A) Dimensional Standards

Size of Lots		
Minimum Lot Area		4,000 sf
Minimum Lot Width	Rear Entry	40 ft
	Front Entry	50 ft
	Front Entry, side-facing or pass-through garage/carport	Prohibited
Size of Yards		
Minimum Front Yard and Corner Side Yard	Rear Entry	10 ft
	Front Entry	20 ft overall 24 ft for garage doors
Minimum Side Yard		0 ft along passive façade lot line 10 ft along active façade lot line
Minimum Rear Yard	Rear Entry	~~20 ft~~ 24 ft for garage doors
	Front Entry	15 ft
Height		
Maximum Building Height, Primary		35 ft
Accessory Structure Criteria		
Minimum Side and Rear Yard		5 ft
Maximum Building Height		25 ft

(3) Single-Family, Attached

(A) Dimensional Standards

Size of Lots		
Minimum Lot Area		2,000 sf
Minimum Lot Width	Rear Entry	20 ft
	Front Entry	Prohibited
Size of Yards		
Minimum Front Yard and Corner Side Yard	Rear Entry	10 ft
	Front Entry	Prohibited
Minimum Side Yard		0 ft along shared walls 7.5 ft for endcap lots
Minimum Rear Yard	Rear Entry	~~20 ft~~ 24 ft for garage doors
	Front Entry	Prohibited
Height		
Maximum Building Height, Primary		35 ft
Accessory Structure Criteria		
Minimum Side and Rear Yard		0 ft 7.5 ft side yard for endcap lots
Maximum Building Height		25 ft

(4) Duplex

(A) Dimensional Standards

Size of Lots		
Minimum Lot Area		4,000 sf
Minimum Lot Width	Rear Entry	40 ft
	Front Entry	Prohibited
	Front Entry, side-facing or pass-through garage/carport	50 ft
Size of Yards		
Minimum Front Yard and Corner Side Yard	Rear Entry	10 ft
	Front Entry	Prohibited
Minimum Side Yard		0 ft along interior bisect line 5 ft along exterior lot lines
Minimum Rear Yard	Rear Entry	~~25 ft~~ 24 ft for garage doors
	Front Entry	15 ft
Height		
Maximum Building Height, Primary		35 ft
Accessory Structure Criteria		
Minimum Side and Rear Yard		5 ft
Maximum Building Height		25 ft

(5) Multiplex

(A) Dimensional Standards

Size of Lots	
Minimum Lot Area	8,000 sf
Minimum Lot Width	80 ft
Size of Yards	
Minimum Front Yard and Corner Side Yard	10 ft
Minimum Side Yard	10 ft
Minimum Rear Yard	10 ft
Height	
Maximum Building Height, Primary	35 ft
Accessory Structure Criteria	
Minimum Side and Rear Yard	5 ft
Maximum Building Height	25 ft

~~10.204.2.4~~10.203.2.4 N-2 Neighborhood Village District

(a) General Purpose and Description

The N-2 District primarily provides for residential land uses, with appropriately scaled neighborhood-serving nonresidential uses, such as commercial or retail nodes, and small-scale multifamily buildings with no more than fifteen (15) dwelling units.

(b) Sub-Districts

(1) Single-Family, Detached

(A) Dimensional Standards

Size of Lots		
Minimum Lot Area		4,500 sf
Minimum Lot Width	Rear Entry	40 ft
	Front Entry	50 ft
Size of Yards		
Minimum Front Yard and Corner Side Yard	Rear Entry	10 ft
	Front Entry	20 ft overall 24 ft for garage doors
Minimum Side Yard		5 ft
Minimum Rear Yard	Rear Entry	~~20 ft~~ 24 ft for garage doors
	Front Entry	15 ft
Height		
Maximum Building Height, Primary		35 ft
Accessory Structure Criteria		
Minimum Side and Rear Yard		5 ft
Maximum Building Height		25 ft

(2) Zero Lot Line

(A) Dimensional Standards

Size of Lots		
Minimum Lot Area		4,000 sf
Minimum Lot Width	Rear Entry	40 ft
	Front Entry	50 ft
	Front Entry, side-facing or pass-through garage/carport	Prohibited
Size of Yards		
Minimum Front Yard and Corner Side Yard	Rear Entry	10 ft
	Front Entry	20 ft overall 24 ft for garage doors
Minimum Side Yard		0 ft along passive façade lot line 10 ft along active façade lot line
Minimum Rear Yard	Rear Entry	~~20 ft~~ 24 ft for garage doors
	Front Entry	15 ft
Height		
Maximum Building Height, Primary		35 ft
Accessory Structure Criteria		
Minimum Side and Rear Yard		5 ft
Maximum Building Height		25 ft

(3) Single-Family, Attached

(A) Dimensional Standards

Size of Lots		
Minimum Lot Area		2,000 sf
Minimum Lot Width	Rear Entry	20 ft
	Front Entry	Prohibited
Size of Yards		
Minimum Front Yard and Corner Side Yard	Rear Entry	10 ft
	Front Entry	Prohibited
Minimum Side Yard		0 ft along shared walls 7.5 ft for endcap lots
Minimum Rear Yard	Rear Entry	~~20 ft~~ 24 ft for garage doors
	Front Entry	Prohibited
Height		
Maximum Building Height, Primary		35 ft
Accessory Structure Criteria		
Minimum Side and Rear Yard		0 ft 7.5 ft side yard for endcap lots
Maximum Building Height		25 ft

(4) Duplex

(A) Dimensional Standards

Size of Lots		
Minimum Lot Area		4,000 sf
Minimum Lot Width	Rear Entry	40 ft
	Front Entry	Prohibited
	Front Entry, side-facing or pass-through garage/carport	50 ft
Size of Yards		
Minimum Front Yard and Corner Side Yard	Rear Entry	10 ft
	Front Entry	Prohibited
Minimum Side Yard		0 ft along interior bisect line 5 ft along exterior lot lines
Minimum Rear Yard	Rear Entry	~~25 ft~~ 24ft for garage doors
	Front Entry	15 ft
Height		
Maximum Building Height, Primary		35 ft
Accessory Structure Criteria		
Minimum Side and Rear Yard		5 ft
Maximum Building Height		25 ft

(5) Multiplex

(A) Dimensional Standards

Size of Lots	
Minimum Lot Area	8,000 sf
Minimum Lot Width	80 ft
Size of Yards	
Minimum Front Yard and Corner Side Yard	10 ft
Minimum Side Yard	10 ft
Minimum Rear Yard	10 ft
Height	
Maximum Building Height, Primary	35 ft
Accessory Structure Criteria	
Minimum Side and Rear Yard	5 ft
Maximum Building Height	25 ft

(6) Multifamily

(A) Dimensional Standards

Size of Lots	
Minimum Lot Area	20,000 sf
Minimum Lot Width	100 ft
Size of Yards	
Minimum Front Yard and Corner Side Yard	25 ft
Minimum Side Yard	15 ft
Minimum Rear Yard	15 ft
Height	
Maximum Building Height, Primary	45 ft
Accessory Structure Criteria	
Minimum Side and Rear Yard	15 ft
Maximum Building Height	25 ft

(7) Commercial and Institutional

(A) Dimensional Standards

Size of Yards	
Minimum Front Yard and Corner Side Yard	25 ft
Minimum Side Yard	0 ft adjacent to other nonresidential uses 20 ft when adjacent to residential uses
Minimum Rear Yard	0 ft adjacent to other nonresidential uses 20 ft when adjacent to residential uses
Height	
Maximum Building Height, Primary	35 ft
Accessory Structure Criteria	
Minimum Side and Rear Yard	Same as main building
Maximum Building Height	15 ft

~~10.204.2.5~~10.203.2.5 N-2(H) Neighborhood Village District (Historic)

(a) General Purpose and Description

The N-2(H) District provides for a neighborhood district consisting of a mix of appropriately scaled commercial, institutional and residential uses set in the City's historic center. The N-2(H) District is intended to accommodate mixed-use buildings with residential dwellings above the ground floor and commercial and residential uses complimenting the area's historic character. The District shall include "active use open space" which is open to and intended for users of the development and the general public.

(b) Subdistricts

(1) Single-Family, Detached

(A) Dimensional Standards

Size of Lots		
Minimum Lot Area		N/A
Minimum Lot Width	Rear Entry	40 ft
	Front Entry	50 ft
Size of Yards		
Minimum Front Yard and Corner Side Yard	Rear Entry	10 ft
	Front Entry	20 ft overall 24 ft for garage doors
Minimum Side Yard		5 ft
Minimum Rear Yard	Rear Entry	~~20 ft~~ or 24 feet for garage doors
	Front Entry	15 ft
Height		
Maximum Building Height, Primary		35 ft
Accessory Structure Criteria		
Minimum Side and Rear Yard		5 ft
Maximum Building Height		25 ft

(2) Zero Lot Line

(A) Dimensional Standards

Size of Lots		
Minimum Lot Area		N/A
Minimum Lot Width	Rear Entry	40 ft
	Front Entry	50 ft
	Front Entry, side-facing or pass-through garage/carport	Prohibited
Size of Yards		
Minimum Front Yard and Corner Side Yard	Rear Entry	10 ft
	Front Entry	20 ft overall 24 ft for garage doors
Minimum Side Yard		0 ft along passive façade lot line 10 ft along active façade lot line
Minimum Rear Yard	Rear Entry	~~20 ft~~ 24 ft for garage doors
	Front Entry	15 ft
Height		
Maximum Building Height, Primary		35 ft
Accessory Structure Criteria		
Minimum Side and Rear Yard		5 ft
Maximum Building Height		25 ft

(3) Single-Family, Attached

(A) Dimensional Standards

Size of Lots		
Minimum Lot Area		N/A
Minimum Lot Width	Rear Entry	20 ft
	Front Entry	Prohibited
Size of Yards		
Minimum Front Yard and Corner Side Yard	Rear Entry	10 ft
	Front Entry	Prohibited
Minimum Side Yard		0 ft along shared walls 7.5 ft for endcap lots
Minimum Rear Yard	Rear Entry	~~20 ft~~ 24 ft for garage doors
	Front Entry	Prohibited
Height		
Maximum Building Height, Primary		45 ft
Accessory Structure Criteria		
Minimum Side and Rear Yard		0 ft 7.5 ft side yard for endcap lots
Maximum Building Height		25 ft

(4) Duplex

(A) Dimensional Standards

Size of Lots		
Minimum Lot Area		N/A
Minimum Lot Width	Rear Entry	40 ft
	Front Entry	Prohibited
	Front Entry, side-facing or pass-through garage/carport	50 ft
Size of Yards		
Minimum Front Yard and Corner Side Yard	Rear Entry	10 ft
	Front Entry	Prohibited
Minimum Side Yard		0 ft along interior bisect line 5 ft along exterior lot lines
Minimum Rear Yard	Rear Entry	~~25 ft~~ 24 ft for garage doors
	Front Entry	15 ft
Height		
Maximum Building Height, Primary		35 ft
Accessory Structure Criteria		
Minimum Side and Rear Yard		5 ft
Maximum Building Height		25 ft

(5) Multiplex

(A) Dimensional Standards

Size of Lots	
Minimum Lot Area	N/A
Minimum Lot Width	80 ft
Size of Yards	
Minimum Front Yard and Corner Side Yard	10 ft
Minimum Side Yard	10 ft
Minimum Rear Yard	10 ft
Height	
Maximum Building Height, Primary	35 ft
Accessory Structure Criteria	
Minimum Side and Rear Yard	5 ft
Maximum Building Height	25 ft

(6) Commercial and Mixed Use

(A) Dimensional Standards

Size of Yards	
Minimum Lot Area	N/A
Height	
Maximum Building Height, Primary	Generally 35 ft Mixed-use residential on top of commercial 45 ft
Accessory Structure Criteria	
Minimum Side and Rear Yard	5 ft
Maximum Building Height	25 ft

~~10.204.2.6~~10.203.2.6 MU-1 Mixed-Use Community District

(a) General Purpose and Description

The MU-1 District provides for a mixed-use community district consisting of commercial, institutional and residential uses at a scale designed to serve community needs broader than those of nearby neighborhoods. The District is intended to accommodate commercial uses and development styles. The District is intended to promote storefront-style buildings, and accommodate mixed-use buildings with residential dwellings above the ground floor, while also integrating active use open space which is open to and intended for users of the development and the general public. The MU-1 District shall step down in scale and height when abutting R-1 and N-1 Districts.

(b) Dimensional Standards

Size of Lots	
Minimum Lot Area	87,120 sf (2 ac)
Minimum Lot Width	
Rear Entry	200 ft
Front Entry, Front-Facing Garage/Carport	200 ft
Front Entry, Side-Facing or Pass-Through Garage Carport	200 ft
Minimum Front Yard and Corner Side Yard	
Rear Entry	50 ft
Front Entry, Front-Facing Garage/Carport	50 ft
Minimum Side Yard	20 ft
Minimum Rear Yard	
Rear Entry	50 ft
Front Entry	50 ft
Height	
Maximum Building Height, Primary	45 ft
Accessory Structure Criteria	
Minimum Side and Rear Yard	20 ft
Maximum Building Height	25 ft

~~10.204.2.7~~10.203.2.7 MU-2 Mixed-Use Regional District

(a) General Purpose and Description

The MU-2 District provides for a regional district consisting of a mix of commercial, institutional and residential uses, that accommodates a wide variety of commercial uses and development styles at a scale more intense than M-1. The District is intended to promote storefront-style buildings, and accommodate mixed-use buildings with residential dwellings above the ground floor, while also integrating active use open space which is intended for users of the development and the general public. The MU-2 District shall not be developed on sites abutting R-1 Districts and when abutting N-1 Districts, the MU-2 District shall step down in scale and height. The MU-2 District is appropriate for sites bordering designated or future arterial roadways identified in Hutto SOAR 2040.

(b) Dimensional Standards

Size of Lots	
Minimum Lot Area	87,120 sf (2 ac)
Minimum Lot Width	
Rear Entry	200 ft
Front Entry, Front-Facing Garage/Carport	200 ft
Front Entry, Side-Facing or Pass-Through Garage Carport	200 ft
Minimum Front Yard and Corner Side Yard	
Rear Entry	50 ft
Front Entry, Front-Facing Garage/Carport	50 ft
Minimum Side Yard	20 ft
Minimum Rear Yard	
Rear Entry	50 ft
Front Entry	50 ft
Height	
Maximum Building Height, Primary	45 ft
Accessory Structure Criteria	
Minimum Side and Rear Yard	20 ft
Maximum Building Height	25 ft

~~10.204.2.8~~10.203.2.8 CC Commerce Corridor District

(a) General Purpose and Description

The CC District provides retail, office, and personal and business services. CC-zoned land shall be grouped at the intersections of arterial streets; “strip-like” commercial zoning is discouraged.

(b) Dimensional Standards

Size of Yards	
Minimum Front Yard and Corner Side Yard	25 ft
Minimum Side Yard	0 ft adjacent to other nonresidential uses 30 ft when adjacent to residential uses
Minimum Rear Yard	0 ft adjacent to other nonresidential uses 30 ft when adjacent to residential uses
Height	
Maximum Building Height, Primary	45 ft
Accessory Structure Criteria	
Minimum Side and Rear Yard	Same as main building
Maximum Building Height	15 ft

~~10.204.2.9~~10.203.2.9 B Business and Light Industrial District

(a) General Purpose and Description

The B District is for commercial enterprises, including research and development, light manufacturing, packaging, warehousing, distribution, and skilled mechanical trades. B District zoned land shall be grouped in contiguous areas, close to transportation facilities but with minimal frontage on current and future arterials, buffered from residential areas, and in areas that are not ideal or suitable for residential or commercial uses.

(b) Dimensional Standards

Size of Yards	
Minimum Front Yard and Corner Side Yard	25 ft
Minimum Side Yard	0 ft adjacent to other nonresidential uses The greater of 50 ft or 2 ft for every 1 ft of building height when adjacent to residential uses
Minimum Rear Yard	0 ft adjacent to other nonresidential uses The greater of 50 ft or 2 ft for every 1 ft of building height when adjacent to residential uses
Height	
Maximum Building Height, Primary	60 ft
Accessory Structure Criteria	
Minimum Side and Rear Yard	Same as main building
Maximum Building Height	15 ft

~~10.204.2.10~~10.203.2.10 M Manufacturing and Industrial District

(a) General Purpose and Description

The M District primarily provides higher-intensity land uses, typically devoted to industrial and manufacturing uses and vehicle repair facilities. M District zoned land shall not be designated on tracts abutting residential neighborhoods or tracts bordering designated arterial roadways or any future arterial roadways identified in Hutto SOAR 2040.

(b) Dimensional Standards

Size of Lots	
Minimum Lot Area	87,120 sf (2 ac)
Size of Yards	
Minimum Front Yard and Corner Side Yard	50 ft
Minimum Side Yard	0 ft adjacent to other industrial uses The greater of 50 ft or 2 ft of every 1 ft of building height when adjacent to non-industrial uses
Minimum Rear Yard	0 ft adjacent to other industrial uses The greater of 50 ft or 2 ft of every 1 ft of building height when adjacent to non-industrial uses
Height	
Maximum Building Height, Primary	60 ft
Accessory Structure Criteria	
Minimum Side and Rear Yard	Same as main building
Maximum Building Height	15 ft

~~10.204.3.~~10.203.3. **Special Purpose Districts – Planned Unit Development (PUD)**

~~Special Purpose Zone Prefixes~~

~~(a) PR Public and Recreational District~~

~~(b) PUD Planned Unit Development~~

~~10.204.3.2 PR Public and Recreational District~~

~~(a) General Purpose and Description~~

~~The PR District primarily provides for public and recreation uses that take advantage of the land in its natural state and encourage outdoor recreation uses that could not easily be provided in the already urbanized portions of the area.~~

~~(b) Dimensional Standards~~

~~No dimensional standards are required for this district.~~

~~10.204.3.3~~10.203.3.1 PUD Planned Unit Development

(a) General Purpose and Description

The PUD District permits innovative land use concepts that are not allowed under existing zoning, encouraging flexible planning and design techniques where conventional zoning is too rigid. A PUD District may accommodate development with mixed or varied uses or allow a degree of flexibility in applying the standards and rules in this UDC to achieve superior results to development on sites that may have unusual topography, unique settings, or difficult or costly development conditions.

(b) District Standards

(1) Designated PUD Districts shall have unique standards that are described in the adopting section for that district.

(2) Standards of this UDC shall apply in every PUD district unless specifically superseded by the standards of the PUD district.

(3) PUDs cannot be used to circumvent Unified Development Code standards and permit substandard development and, uses that are otherwise not permitted in the City (for example, junkyards, high-rise pylon signs, or other unpermitted uses), or other uses and development that does not conform with the spirit and intent of this UDC.

Commented [AB1]: it would still be helpful to have this so the city can zone our own property and thus lessen the impacts of having older zoning classifications impact adjacent development (think of a the Central WW still zoned residential adjacent to industrial uses on the north but requiring additional setbacks).

Commented [GU2]: Delete, should be an SUP item. -EP

~~10.204.4.~~10.203.4. **Overlay Districts – Historic D**

~~Overlay Zone Prefixes~~

~~(a) H Historic District Overlay~~

~~(b) ID Innovation District Overlay~~

~~10.204.4.0~~10.203.4.0 H Historic District Overlay

~~( )~~(a) Intent

The H District Overlay preserves structures, sites or neighborhoods with outstanding historical and cultural significance.

~~(a)~~(b) Designation Of Existing Sites

Any existing designated historic landmark, site or district in the City when this UDC is adopted is designated as an H District Overlay. Special standards for existing sites will continue to apply to the H District Overlay.

~~(b)~~(c) District Standards

(1) Being an overlay district, regulations for the underlying zoning districts remain in effect, except as provided for within this UDC.

(2) Regulations for a specific H District Overlay, as described in Section 10.503 of this UDC, apply to properties or structures wholly included in that overlay, as well as portions of property located in the district.

(3) If there is a conflict between the overlay regulations and the underlying district, overlay regulations control, even when the applicable regulation is not the higher standard.

(4) City Council findings for a specific H District Overlay define the scope of the City's interest in protecting the historic resource and will provide guidelines used by the Historic Preservation Commission, along with applicable regulations, in considering whether to grant or deny a certificate of appropriateness.

(5) Each designated H District Overlay may have unique standards described in the adopting section. Standards for underlying districts remain in effect unless replaced by district-specific standards.

~~(c)~~(d) Maintenance

(1) Parties responsible for an improvement on a structure or lot in an H District Overlay shall keep the following in good repair:

(A) Exterior portions of the improvement and exterior portions of a structure in the overlay that may be affected by the improvement.

(i) Interior portions of the improvement that, if not maintained, may cause or tend to cause their exterior portions to deteriorate, become damaged, or fall into disrepair.

(B) The provisions of this section supplement other laws about property maintenance, including those outlined in Ordinance Chapter 6, Division 9 Property Maintenance Code.

~~10.204.4.1 ID Innovation District Overlay~~

~~(a) Intent~~

~~The ID District Overlay provides for an area where commerce, education, and research thrive via a mix of applicable uses in a public realm focused on connectivity that encourages cross-industry collaboration.~~

~~(b) District Standards~~

~~(1) Being an overlay district, regulations for the underlying zoning districts remain in effect, except as provided in this UDC.~~

~~(2) Regulations for a specific ID District Overlay apply to properties or structures wholly included in that overlay, as well as portions of property located in the district.~~

~~(3) If there is a conflict between the overlay regulations and the underlying district, overlay regulations control, even if the applicable regulation is not the higher standard.~~

~~(4) Preferred uses include the below, which could be considered by City Council as permitted specific uses even if the specific uses do not meet the underlying district requirements:~~

~~(A) Educational institutions.~~

~~(B) Medium- to high-density residential.~~

~~(C) High-tech, light manufacturing and production, flex industrial and R&D businesses.~~

~~(D) Retail and commercial establishments that cater to the daily needs of businesses and residents within the district, including but not limited to groceries and day care.~~

~~(E) Retail and commercial establishments that contribute to the culture of the districts, including "third places" such as coffee shops, restaurants and bars, live music venues, and art studios/galleries. Requirements, such as noise limitations, should be in place as needed to ensure these uses don't create nuisances for district residents (see Section 10.212).~~

~~(F) Open spaces and public facilities that encourage public gathering and social interaction.~~

~~(5) Uses that could be described as the following should be prohibited, even if they meet the underlying district requirements:~~

~~(A) Heavy industrial uses or other uses that cause pollution and nuisances.~~

~~(B) Uses that do not contribute to the culture and function of the district, including but not limited to self-storage or vehicle repair.~~

Commented [AB3]: This is still one I think we keep to allow for the commercial uses necessary to support surrounding uses within the corridor without having to rezone

~~10.205.~~10.204. Permitted Uses

~~10.205.1.~~10.204.1. General Standards

~~10.205.1.1~~10.204.1.1 Indoor Location

All uses shall be performed entirely inside a permanent structure conforming to this UDC and other applicable standards unless otherwise allowed in this UDC.

~~10.205.1.2~~10.204.1.2 Principal Uses

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

~~10.205.1.3~~10.204.1.3 PUD Uses

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

~~10.205.2.~~10.204.2. Permitted Use Table Abbreviations

Use Table Symbology		
Symbol	**Meaning**	**Description**
P	Permitted by Right	A "P' in a district column indicates that a use is permitted by right, provided it meets applicable use-specific standards. These uses are subject to all other applicable regulations of this section.
C	Permitted Subject to Conditions	A "C" in a district column indicates that a use is permitted by right, subject to conditions for the use in that specific zoning district.
S	Permitted with a Specific Use Permit	An "S" in a zoning districts column indicates that a use requires a specific use review and approval by City Council.
-	Not Permitted	A "—" in a zoning district column indicates that a use is not permitted as a primary use or specific use in the zoning district.

~~10.205.3.~~10.204.3. **Agricultural Uses**

	Zoning District											~~Minimum Parking Ratios~~
	AR	R-1	N-1	N-2	N-2(H)	CC	B	M	MU-1	MU-2	PR	
Agricultural Uses	C	-	-	-	-	-	-	-	-	-	-	~~1 per dwelling~~

~~10.205.4.~~10.204.4. **Residential Uses**

	Zoning District											~~Minimum Parking Ratios~~
	AR	R-1	N-1	N-2	N-2(H)	CC	B	M	MU-1	MU-2	PR	
Residential												
Accessory dwelling unit	-	S	~~P~~S	~~P~~S	P	-	-	-	-	-	-	~~1 per dwelling~~
Assisted living/nursing home	-	S	~~C~~S	~~C~~S	-	-	-	-	S	S	-	~~1/10 Enrolled~~ ~~1 per Employee~~
Boarding and rooming house	-	-	-	S	-	-	-	-	-	-	-	~~1/10 Enrolled~~ ~~1 per Employee~~
Dwelling, attached single-family	~~-~~P	~~-~~P	P	P	P	-	-	-	C	C	-	~~2 per dwelling~~
Dwelling, detached single-family	P	P	P	-	-	-	-	-	C	C	-	~~2 per dwelling in garage~~ ~~2 in driveway~~
Dwelling, duplex	-	-	P	P	-	-	-	-	C	C	-	~~2 per dwelling~~
Dwelling, live-work	-	-	S	S-C	P	-	-	-	P	P	-	~~2 per dwelling~~
Dwelling, manufactured home	-	C	C	C	-	-	-	-	-	-	-	~~2 per dwelling~~

	Zoning District											~~Minimum Parking Ratios~~
	AR	**R-1**	**N-1**	**N-2**	**N-2(H)**	**CC**	**B**	**M**	**MU-1**	**MU-2**	**PR**	
Residential												
Dwelling, manufactured home park	-	S	S	-	-	-	-	-	-	-	-	~~2 per dwelling~~
Dwelling, modular home	-	P	P	P	-	-	-	-	-	-	-	~~2 per dwelling~~
Dwelling, multifamily	-	-	-	P	P	-	-	-	P	P	-	~~1 per dwelling~~ ~~Visitor spaces equal to 10% of all parking spaces~~
Dwelling, multiplex	-	-	P	P	P	-	-	-	P	P	-	~~1 per dwelling~~
Dwelling, zero-lot line single-family	-	P	P	P	-	-	-	-	C	C	-	~~2 per dwelling~~
Group home	C	C	~~C~~S	~~C~~S	~~P~~S	-	-	-	-	-	-	~~1/10 Enrolled~~ ~~1 per Employee~~
Halfway house	S	S	S	S	S	-	-	-	-	-	-	~~1/1,000 SF GFA~~
Independent living facility	-	-	-	P	P	-	-	-	-	-	-	~~1/10 Enrolled~~ ~~1 per Employee~~ ~~Visitor spaces equal to 10% of all parking spaces~~

	Zoning District											~~Minimum Parking Ratios~~
	AR	R-1	N-1	N-2	N-2(H)	CC	B	M	MU-1	MU-2	PR	
Residential												
Nursing home	-	-	-	S	C	P	-	-	-	-	-	~~1/10 Enrolled~~ ~~1 per Employee~~

~~10.205.5.~~10.204.5. **Commercial and Retail Uses**

	Zoning District											~~Minimum Parking Ratios~~
	AR	R-1	N-1	N-2	N-2(H)	CC	B	M	MU-1	MU-2	PR	
Commercial and Retail Uses												
Adult-oriented business	-	-	-	-	-	-	S	-	-	-	-	~~1/500 SF GFA~~
Banks and Financial Institutions				C	P	P	-	-	-	-	-	
Campground, recreational vehicle park	~~P~~S	-	S	-	-	-	-	-	-	-	S	
Car wash	-	-	-	-	-	C	C	C	-	-	-	
Club/lodge facility	-	-	-	-	S	P	-	-	-	-	-	
Convenience store	-	-	-	~~C~~S	P	P	-	-	-	-	-	
Convenience store: with gasoline sales	-	-	-	S	S	~~P~~S	-	-	-	-	-	
Day care, child (1-6 children)	P	P	P	P	P	P	~~-~~S	~~-~~S	C	C	-	~~1/10 Enrolled~~
Day care, child (greater than 6 children)	S	S	S	~~C~~S	~~C~~S	S	-	-	S	S	-	~~1 per Employee~~
	Zoning District											
	AR	R-1	N-1	N-2	N-2(H)	CC	B	M	MU-1	MU-2	PR	

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Commercial and Retail Uses												~~Minimum Parking Ratios~~
Day care, adult (1-4 persons)	S	S	S	~~C~~S	~~C~~S	P	-	-	S	S	-	~~1/10 Enrolled~~
Day care, adult (greater than 4 persons)	-	-	-	~~C~~S	C	P	-	-	-	-	-	~~1 per Employee~~
Day care, pet	-	-	-	S	S	P	P		S	S		~~1/5,000 SF GFA~~
Entertainment facility, theater	-	-	-	-	S	P	-	-	-	-	-	
Farm product sales	C	C	C	C	C	C	-	-	-	-	-	
Food catering	-	-	-	C	P	P	-	-	-	-	-	
Funeral home	-	-	-		S	~~P~~S	-	-	-	-	-	
Kennel	S	-	-	-	S	-	S	-	-	-	S	
Large item sales and rental: class 1	-	-	-	-	-	S	~~P~~S	~~P~~S	-	-	-	
Large item sales and rental: class 2	-	-	-	-	-	-	S	~~P~~S	-	-	-	
Lodging, hotel	-	-	-	S	P	P	P	-	S	S	S	
Lodging, motel	-	-	-	S		S	S	-			-	
Lodging, bed and breakfast	S	S	S	C	P	P	-	-	S	S	-	
Nightclub	-	-	-		S	P	-	-			-	
Office	-	-	-	C	P	P	-	-	P	P	-	
Personal and business service	-	-	-	C	P	P	P	P	C	C	-	
	Zoning District											~~Minimum Parking Ratios~~
Commercial and Retail Uses	**AR**	**R-1**	**N-1**	**N-2**	**N-2(H)**	**CC**	**B**	**M**	**MU-1**	**MU-2**	**PR**	
Recreation facility, indoor	-	-	-	S	S	P	P	-	-	-	-	~~1/5,000 SF GFA~~

Recreation facility, outdoor	-	-	-	S	S	S	-	-	-	-	P	
Restaurant, bar	-	-	-	C	C	P	-	-	C	C	-	
Bar/Tavern	-	-	-	C	C	P	-	-	C	C	-	
Retail store (no more than 5,000 SF)	-	-	-	C	C	P	-	-	P	P	-	
Retail store (greater than 5,000 SF)	-	-	-	S	~~P~~S	P	-	-	S	S	-	
Personal loan services	-	-	-	-	-	-	P	P	-	-	-	
Travel plaza, truck stop	-	-	-	-	-	-	-	S	-	-	-	
Veterinary Clinic, Small Animal	-	-	-	S	C	P	P	-	-	-	-	
Veterinary Clinc, Large Animal	-	-	-	S	C	P	P	-	-	-	-	

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~~10.205.6.~~10.204.6. **Industrial Uses**

Industrial Uses	Zoning District											~~Minimum Parking Ratios~~
	AR	R-1	N-1	N-2	N-2(H)	CC	B	M	MU-1	MU-2	PR	
Data Center	-	-	-	-	-	-	-	~~P~~S	-	-	-	~~1/5,000 SF GFA~~
Industrial use, general	-	-	-	-	-	-	-	P	-	-	-	~~1/1,000 SF GFA~~
Industrial use, heavy	-	-	-	-	-	-	-	S	-	-	-	
Industrial use, light	-	-	-	-	-	-	P	P	-	-	-	
Research laboratory	-	-	-	-	-	-	P	P	-	-	-	
Self-storage facility	-	-	-	-	-	~~S~~P	~~S~~P		-	-	-	
Trade use	-	-	-	C	C	C	P	P	-	-	-	
Vehicle minor repair facility	-	-	-	S	S	C	P	P	-	-	-	
Vehicle major repair facility	-	-	-	-	-	-	C	P	-	-	-	
Vehicle storage facility	-	-	-	-	-	-	P	P	-	-	-	
Warehouse & distribution facility	-	-	-	-	-	S	P	P	-	-	-	~~1/2,000 SF GFA~~

~~10.205.7.~~10.204.7. **Institutional and Civic Uses**

Institutional & Civic Uses	Zoning District											~~Minimum Parking Ratios~~
	AR	R-1	N-1	N-2	N-2(H)	CC	B	M	MU-1	MU-2	PR	
Amenity center	C	C	C	C	P	C	-	-	C	C	~~C~~S	~~1/500 SF GFA indoor space~~ ~~1/2,500 SF GFA outdoor activity space~~
Aquatic facility	P	P	P	P	P	P	P	P	P	P	~~P~~S	~~1/500 SF GFA~~
Athletic facility	S	S	S	C	C	P	-	-	S	S	~~P~~S	~~1/500 SF GFA indoor space~~ ~~1/2,500 SF GFA outdoor activity space~~
Cemetery	S	S	-	-	-	-	-	-	-	-	S	~~No requirements~~
Community facility	P	P	P	P	P	P	P	P	P	P	~~P~~S	~~1/500 SF GFA indoor space~~ ~~1/2,500 SF GFA outdoor activity space~~
Golf course	S	S	~~S~~	~~S~~	-	-S	-	-	-	-	S	~~1/500 SF GFA indoor space~~ ~~3 per hole~~
Hospital	-	-	-	-	S	P	-	-	-	-	-	~~1/500 SF GFA~~
Park	P	P	P	P	P	P	P	P	P	P	P	~~1/2,500 SF GFA outdoor activity space~~
Park and ride lot (as principal use)	-	-	-	C	C	C	C	-	S	S	-	~~No requirements~~
	Zoning District											
	AR	R-1	N-1	N-2	N-2(H)	CC	B	M	MU-1	MU-2	PR	

Institutional & Civic Uses												~~Minimum Parking Ratios~~
Public utility substation	P	P	P	P	P	P	P	P	P	P	~~P~~S	~~No requirements~~
Religious land use or assembly	P	P	P	P	P	P	P	P	P	P	P	~~1/500 SF GFA~~
School: no more than 5 students	-	P	P	P	P	P	-	-	P	P	-	~~2.5/1,000 SF GFA~~
School: at least 6 students	-	C	C	C	C	C	-	-	C	C	-	

~~10.205.8.~~10.204.8. **Temporary Uses**

	Zoning District											~~Minimum Parking Ratios~~
	AR	**R-1**	**N-1**	**N-2**	**N-2(H)**	**CC**	**B**	**M**	**MU-1**	**MU-2**	**PR**	
Temporary Uses												
Construction equipment storage lot	S	S	S	S	S	S	S	S	S	S	S	~~No Requirements~~
Construction field office	P	P	P	P	P	P	P	P	P	P	P	
Garage sale	P	P	P	P	P	-	-	-	-	-	-	
Mobile Food Vendor	-	-	-	~~P~~S	P	P	-	-	P	P	-	
Model home / lot sales	P	P	P	P	P	-	-	-	C		-	
Portable storage container	P	P	P	P	P	P	P	P	P	P	P	
Temporary building	S	S	S	S	S	S	S	S	S	S	S	

~~10.205.9.~~10.204.9. **Accessory Uses**

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

	Zoning District											~~Minimum Parking Ratios~~
Accessory Uses	**AR**	**R-1**	**N-1**	**N-2**	**N-2(H)**	**CC**	**B**	**M**	**MU-1**	**MU-2**	**PR**	
Antenna, radio hobbyist (no more than max hgt in district)	C	C	C	C	C	C	C	C	C	C	C	~~No requirements~~
Antenna, radio hobbyist (greater than max hgt in district)	S	S	S	S	S	S	S	S	S	S	S	
Antenna, non-residential use: no more than 15 ft. above roofline	-	-	-	C	C	C	C	C	-	-	C	
Antenna, non-residential use: other	-	-	-	S	S	S	S	S	-	-	-	
Fueling station	S	-	-	S	S	C	C	C	-	-	-	~~1/2 pumps~~
Wireless facility: attached	S	S	S	P	S	P	P	P	S	S	S	~~No requirements~~
Wireless facility: concealed	S	S	S	P	P	P	P	P	S	S	S	
	Zoning District											~~Minimum Parking Ratios~~
Accessory Uses	**AR**	**R-1**	**N-1**	**N-2**	**N-2(H)**	**CC**	**B**	**M**	**MU-1**	**MU-2**	**PR**	

Wireless facility: freestanding	-	-	-	-	-	S	S	S	-	-	S	~~No requirements~~
Donation drop-off box	-	-	-	S	C	S	S		-	-	S	
Drive through facility	-	-	-	-	S	P	-	-	-	-	S	~~Refer to Section 10.304.7~~
Home occupation	P	P	P	P	P	-	-	-	P	P	-	~~1 per dwelling~~
Residential accessory structure	P	P	P	P	P	-	-	-	P	P	-	~~No requirements~~
Satellite dish	C	C	C	C	C	C	C	C	C	C	C	
Swimming pool	P	P	P	P	P	S	P	P	-	P	P	
Vending machine (outdoor)	-	-	-	P	P	P	P	P	-	-	-	
Free-standing cisterns	C	C	C	P	S	P	P	P	C	C	C	
Wind energy system	C	C	C	C	C	C	P	P	C	C	C	

~~10.205.10.~~10.204.10. Applicability and Enforcement

~~10.205.10.1~~10.204.10.1 Excluded Uses

If a use is not expressly permitted in a zoning district, it is prohibited. Prohibited uses in all zoning districts may include uses not explicitly listed as prohibited in this code.

~~10.205.10.2~~10.204.10.2 New and Undefined Uses

(a) As commerce and technology evolve, new types of land use may develop, and forms of land use not anticipated may seek locations in the City. To provide for unanticipated uses, the ~~Director of Development Services~~Development Services staff will consider the appropriateness of an undefined use in a particular zoning district. Approval criteria include:

(1) Impacts of the use, including externalities and use of public services and infrastructure.

(2) The use is similar in nature and impact to a use listed and defined as a permitted use in that zoning district or PUD.

(3) The use is not similar in nature and impact to a use defined and listed as a prohibited use in that zoning district or PUD, or prohibited in the district but permitted in a different district.

(4) The use conforms to the intent of the zoning district and applicable plans.

(5) The interpretation does not lower the protection given to the public by this UDC.

(6) The use does not have the potential to create a dynamic that would harm the vitality or future development potential of surrounding commercial, industrial and residential areas.

(7) General interpretation standards in Section 10.808.

(b) Performance standards and conditions for uses similar in nature and impact are considered.

(c) If Development Services staff finds the proposed land use inappropriate for the district, the applicant may appeal the decision to the Zoning Board of Adjustment within thirty (30) days of the determination.

~~10.205.11.~~**10.204.11. Nonconforming Uses**

Nonconforming uses are addressed in Section 10.805.

~~10.206.~~10.205. Agricultural Uses

~~10.206.1.~~**10.205.1. Agricultural Use**

~~10.206.1.1~~10.205.1.1 Definition

Agricultural Use: The use of land for agricultural purposes, including husbandry and keeping of farm animals, crop production, horse stables and greenhouses, and other similar uses.

~~10.206.1.2~~10.205.1.2 Conditions

(a) Intensive agricultural uses are prohibited. This includes factory farming, hog farms, dairy farms, feed lots, slaughtering, manure and compost storage and processing, silage fermentation, and keeping more than two animal units (animal unit as defined by Texas Cooperative Extension) per acre of land dedicated to agricultural uses.

Small vegetable and fruit gardens are not considered “crop production” and are permitted in all zoning districts.

~~10.207.~~10.206. Residential Uses

~~10.207.1.~~10.206.1. Assisted Living/Nursing Home

~~10.207.1.1~~10.206.1.1 Definition

Assisted Living/Nursing Home: A home operated by a business or non-profit organization where ill or elderly people are provided with lodging and meals, with or without nursing care.

~~10.207.1.2~~10.206.1.2 Conditions

(a) Assisted and independent living facilities shall have direct access from a collector or higher street.

(b) Nursing homes shall have direct access from a collector or higher street.

(c) The following conditions shall be met when nursing homes are adjacent to residential zoning districts:

(1) Landscape buffers shall comply with the medium bufferyard standards as specified in Section 10.302.4.3(b).

(2) Building Signage

(A) All building signage shall face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing the property is allowed.

(3) Height

(A) All buildings shall be setback a minimum of one (1) foot for each foot of height from adjacent residential properties.

~~10.207.2.~~10.206.2. Boarding and Rooming House

~~10.207.2.1~~10.206.2.1 Definition

Boarding and Rooming House: A building used to provide lodging for four or more boarders or roomers, with compensation typically taking the form of money, services, or other valuable considerations. This arrangement does not include immediate family members of the occupant who may be occupying the building. Bed and breakfast inns are not considered boarding and rooming houses.

10.206.3. Dwelling, Attached Single-Family

10.206.4. Definition

Dwelling, Attached Single-Family: A dwelling unit that is part of a structure with each dwelling unit attached by a common wall to another and access is from a private entrance, each designed and constructed for occupancy by one household.

10.206.5. Dwelling, Detached Single-Family

10.206.6. Definition

Dwelling, Detached Single-Family: A single dwelling unit that is not attached to any other dwelling or building by any means, except an approved accessory dwelling unit per Section 0 Permitted Uses. Also called a single-family house.

~~10.207.3. Dwelling~~

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~~10.207.3.1 Definition~~

~~A structure or part of a structure providing complete, independent living facilities for a household, including permanent provisions for living, sleeping, eating, cooking and sanitation.~~

~~**10.207.4. Dwelling, Accessory Unit**~~

~~10.207.4.1 Definition~~

~~*Dwelling, Accessory Unit:* A separate dwelling unit, either detached from or attached to the principal dwelling unit. Also known as a mother-in-law apartment.~~

~~10.207.4.2 Conditions~~

~~(a) Only one accessory dwelling unit is permitted on a lot.~~

~~(b) Accessory dwelling units shall be attached to the rear of the main house or incorporated into a detached garage without eliminating the garage's parking spaces. Complete conversion of a detached garage into an accessory dwelling unit is prohibited.~~

~~(c) The floor area for accessory dwelling units shall be four hundred (400) square feet to eight hundred (800) square feet, or four hundred (400) square feet to fifty percent (50%) of the total living area of the host structure, whatever is larger.~~

~~(d) Accessory dwelling units shall have a separate entrance from the outdoors, oriented to the side or rear of the lot if the unit is attached to the main house.~~

~~(e) Recreational vehicles, mobile homes, and shipping containers are prohibited as accessory dwelling units.~~

10.206.7. Dwelling, Duplex

10.206.8. Definition

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A building containing two dwelling units sharing a common wall on a single lot.

~~**10.207.5.**~~**10.206.9. Dwelling, Live-Work**

~~10.207.5.1~~10.206.9.1 Definition

Dwelling, Live-Work: A dwelling where limited commercial use is permitted and operated by a member of the household that lives in the dwelling unit.

~~10.207.5.2~~10.206.9.2 Conditions

(a) The live-work designation applies to an entire multiple-household development or a designated portion, rather than to individual units separately.

(b) Commercial uses in live-work dwellings are limited to offices, studios, personal service establishments and home occupations.

(c) Commercial uses in a live-work dwelling may occupy no more than 50% of the ground floor area for an individual dwelling unit.

(d) Live-work designation when adjacent to single-family detached dwellings, the following conditions shall be met:

(1) Landscape buffers shall comply with the medium bufferyard standards as specified in Section 10.302.4.3(b).

(2) Building Signage

(A) All building signage shall face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across from a public right-of-way, building signage facing the property is allowed.

(3) Height

(A) All buildings shall be set back a minimum of one (1) foot for each foot of height from adjacent residential properties.

~~10.207.6.~~10.206.10. Dwelling, Manufactured Home

~~10.207.6.1~~10.206.10.1 Definition

Dwelling, Manufactured Home: A structure, constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width or 40 body feet or more in length, or, when erected on-site, is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems. All references in this article to manufactured housing or manufactured home(s) shall be referenced to HUD-code manufactured housing unless otherwise specified. This includes mobile homes.

10.206.18.2 Conditions

(a) Permitted uses include one manufactured home on each approved space or lot

(b) Manufactured dwellings are subject to design standards of Chapters 3 (Development Standards) and 4 (Subdivisions Standards).

~~10.207.7.~~10.206.11. Dwelling, Manufactured Home Park

~~10.207.7.1~~10.206.11.1 Definition

Dwelling, Manufactured Home Park: A parcel of land under single entity ownership that has been planned and improved for the placement of two or more manufactured homes and all streets, service drives, and community areas.

~~10.207.7.2~~10.206.11.2 Conditions

(a) Permitted uses include one manufactured home on each approved space or lot, accessory buildings for use by the occupant of the structure on that lot, amenity centers, accessory buildings for use by the owner or manager of the manufactured home park, and one single household dwelling on at least six thousand (6,000) square feet lot for the owner's or manager's residence.

(b) Manufactured home parks shall meet the common amenity area standards of Chapter 3 (Development Standards) and open space standards of Chapter 4 (Subdivision Standards). The development shall include amenities and be designed only for the renting or leasing of manufactured home sites.

(c) Manufactured home parks can only be converted to manufactured home subdivisions after first conforming to all subdivision standards and rezoning from MH.

(d) A six (6) foot-tall perimeter fence is required, conforming to fencing and screening standards in Section 10.307.

~~10.207.8.~~10.206.12. Dwelling, Modular Home

~~10.207.8.1~~10.206.12.1 Definition

Dwelling, Modular Home: As governed by the definition within the Texas Manufactured Housing Standards Act (Article 5221f-1.), a structure or building module that is transportable in one or more sections on a temporary chassis or other conveyance device, and that is designed to be installed and used by a consumer as a permanent residence on a permanent foundation system. The term includes the plumbing, heating, air-conditioning and electrical systems contained in the structure. The term does

not include a Mobile Home or Manufactured Home as defined in the Texas Manufactured Housing Standards Act (Article 5221f, V.A.C.S.).

~~10.207.8.2~~10.206.12.2 Conditions

(a) Modular Homes shall meet the site design standards of Section 10.304.4.

~~10.207.9.~~10.206.13. Dwelling, Multifamily

~~10.207.9.1~~10.206.13.1 Definition

Dwelling, Multifamily: A building containing five or more separate dwelling units on one lot, including apartments, condominiums, lofts, and adaptive reuse of larger structures.

~~10.207.9.2~~10.206.13.2 Conditions

(a) Developing a mix of housing types creates more housing choices for residents, and opportunities for more diversity in the community. Multiple household developments are encouraged to provide a range of housing types to promote a diverse community of mixed ages, family types, and incomes.

~~**10.207.10. Dwelling, Attached Single-Family**~~

~~10.207.10.1 Definition~~

~~*Dwelling, Attached Single-Family:* A dwelling unit that is part of a structure with each dwelling unit attached by a common wall to another and access is from a private entrance, each designed and constructed for occupancy by one household.~~

~~**10.207.11. Dwelling, Detached Single-Family**~~

~~10.207.11.1 Definition~~

~~*Dwelling, Detached Single-Family:* A single dwelling unit that is not attached to any other dwelling or building by any means, except an approved accessory dwelling unit per Section 0010.204 Permitted Uses. Also called a single-family house.~~

10.206.14. Dwelling, Multiplex

10.206.15. Definition

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A building containing three or four separate dwelling units on one lot, including triplexes and quadplexes.

~~10.207.12.~~10.206.16. Dwelling, Zero Lot Line Single-Family

~~10.207.12.1~~10.206.16.1 Definition

Dwelling, Zero Lot Line Single-Family: A single household detached dwelling sited where one wall is on the property boundary but is not a shared wall with a structure on the adjacent property.

~~**10.207.13. Dwelling, Duplex**~~

~~10.207.13.1 Definition~~

~~A building containing two dwelling units sharing a common wall on a single lot.~~

~~**10.207.14. Dwelling, Multiplex**~~

~~10.207.14.1 Definition~~

~~A building containing three or four separate dwelling units on one lot, including triplexes and quadplexes.~~

~~10.207.15.~~10.206.17. Group Home

~~10.207.15.1~~10.206.17.1 Intent

Group homes are a necessary use serving a vital function in the community, but their concentration in certain areas can have a perceived adverse affect on an area. A careful review of proposed group homes is necessary to verify that they are compatible with the residential character of the surrounding area and are a welcome addition to the city.

~~10.207.15.2~~10.206.17.2 Definition

Group Home: A residence for not more than six (6) persons with disabilities and two (2) supervisors. Such an entity shall be licensed and comply with Chapter 123 of the Human Resources Code.

~~10.207.15.3~~10.206.17.3 Conditions

(a) New group homes shall be placed at least seven hundred fifty (750) feet from other established group homes.

(b) Appearance and residential character of the structure cannot be altered, either through the use of colors, materials, construction (except provisions for the physically handicapped) and lighting; emission of sound, noise, vibration and electromagnetic interference; or outdoor storage.

(c) Signs identifying the property as a group home are prohibited.

(d) Safehouses and shelters for victims of domestic violence are exempt from review and spacing standards for group homes.

~~10.207.16.~~10.206.18. Halfway House

~~10.207.16.1~~10.206.18.1 Intent

Halfway Houses serve a vital function in the community, but the concentration of Halfway Houses in certain areas may have a perceived adverse effect on an area. Careful review of proposed Halfway House developments is necessary to verify that they are compatible with the surrounding area's residential character.

~~10.207.16.2~~10.206.18.2 Definition

Halfway House: Pursuant to Texas Human Resources Code § 42.002, a halfway house is a licensed home for inmates on release from more restrictive custodial confinement or initially placed in lieu of such more restrictive custodial confinement, wherein supervision, rehabilitation, and counseling are provided to mainstream residents back into society, enabling the residents to live independently. Such placement is pursuant to the authority of the Texas State Department of Corrections.

~~10.207.16.3~~10.206.18.3 Conditions

(a) New halfway houses shall be placed at least two thousand (2,000) feet from other established halfway houses, and at least seven hundred fifty (750) feet from other established group homes.

(b) Halfway houses housing moderate and high risk (level 2 and 3), and civil commitment sex offenders are subject to the same spacing standards from schools, places of worship, and other landmarks as required for individual offenders under city, county and state law.

(c) Appearance and residential character of the structure cannot be altered, either through the use of colors, materials, construction (except provisions for the

physically handicapped) and lighting; emission of sound, noise, vibration and electromagnetic interference; or outdoor storage.

(d) Signs identifying the property as a halfway house are prohibited.

10.206.18.4 Independent Living Facility

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Independent Living Facility~~.....~~

10.206.18.5 Definition

Independent Living Facility: ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX.~~ : residential facility comprising of apartments set up to encourage independent living, while certain services, such as meals, transportation, or limited assistance with daily living tasks are offered to residents. Assisted living facility residents are usually ambulatory and can feed themselves but they may need help with some activities of daily living.

10.206.18.6 Conditions

(a) Independent living facilities must have direct access from a collector or higher street. ~~AAAAAAAAAAA~~

(b) ~~BBBBBBBBBBB~~

(c) ~~CCCCCCCCCC~~

(d) ~~DDDDDDDDDD~~

10.206.18.7 Nursing Home

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10.206.18.8 Intent

Nursing Homes~~.....~~

10.206.18.9 Definition

Nursing Home: ~~-~~institution that operates or maintains facilities providing convalescent or chronic care, or both, for more than 24 consecutive hours for three or more patients not related by blood or marriage to the operator. Nursing homes do not include hospitals or other places that provide care and treatments for the acutely sick and maintain and operate facilities for major surgery. ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX.~~

10.206.18.10 Conditions

(a) Nursing homes must have direct access from a collector or higher street. ~~AAAAAAAAAAAAAAAAAAAAAAAAAAA~~

(b) When adjacent to Single-Family Residential (SF-1), the following conditions must be met:

(1) Landscape Buffer:

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(A) Minimum of 25 feet of landscape buffer from adjacent residential; or

(B) Minimum of 15 feet of landscape buffer with a 6-foot-tall masonry wall

(2) Building Signage

(A) All building signage must face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing the property is allowed. ~~BBBBBBBBBBBBBBBBBBBBBBBBB~~

(c) Height

(A) All buildings must be setback a minimum of 1 foot for each of height from adjacent SF-1 properties.~~CCCCCCCCCCCCCCCCCCCCC~~

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(2) Outdoor Lighting~~DDDDDDDDDDDDDDDDDDDDD~~

All outdoor lighting must be fully shielded, hooded and cannot trespass onto any adjacent property.

~~10.208.~~10.207. Commercial and Retail Uses

~~10.208.1.~~10.207.1. Adult Oriented Use

~~10.208.1.1~~10.207.1.1 Intent

(a) The right to possess and distribute sexually oriented materials, such as pornography and sex toys, and the right to present and see sexually oriented entertainment, such as erotic or nude dancing, is protected by the First Amendment of the U.S. Constitution. However, the clustering, inappropriate placement or inadequate regulation of adult uses can affect the mix of people and businesses attracted to an area, creating a de facto "red light district" and an area where criminals can find easy prey and harm the public health, safety and welfare.

(b) Considering Hutto's geographical constraints, an adult-oriented business would have a disproportionately large impact on the City compared to a larger community with few geographical constraints for expansion and a large supply of land ideal for commercial development.

(c) These standards intend to:

(1) Regulate adult-oriented uses to promote the health, safety, morals, and general welfare of the City.

(2) Protect Hutto's small-city character and the potential to attract high-quality commercial development that is not sexually oriented.

(3) Prevent the creation of an environment that could potentially affect the reputation and small-city character of Hutto and thus discourage residents and non-adult-oriented businesses from locating in the City.

(4) Apply fair, uniform standards that allow sexually oriented businesses in locations where their presence will cause no detrimental secondary effects.

(d) These standards are not intended to:

(1) Impose limitations or restrictions on the content of communicative materials, including sexually oriented materials.

(2) Restrict or deny access by adults to sexually oriented materials protected by the First Amendment.

(3) Deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market.

(4) Condone or legitimize the presentation and distribution of sexually oriented entertainment and material.

~~10.208.1.2~~10.207.1.2 Definitions

(a) *Adult-Oriented Use:* A business that is offering or display of live entertainment related to "specified sexual activities" or "specified anatomical areas" as the primary attraction to the premises. This includes but is not limited to: adult bookstores, adult novelty shops, adult video rentals, adult photo studios, adult cabarets, nude modeling studios, adult hotels and motels, and adult motion picture theaters.

(b) Specified anatomical areas includes:

(1) Human genitals, pubic region, buttocks, anus, area between genitals and anus, or female breast below a point immediately above the top of the areola; or

(2) Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

(c) Specified sexual activities includes:

(1) Fondling or other intentional touching of human genitals, pubic region, buttocks, anus, or female breasts;

(2) Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, or sodomy;

(3) Masturbation, actual or simulated;

(4) Human genitals in a state of sexual stimulation, arousal or tumescence;

(5) Excretory functions as part of or with activities in this subsection.

~~10.208.1.3~~10.207.1.3 Conditions

(a) Adult-oriented uses shall be at least two hundred fifty (250) feet from the boundary of any residential zone district (inside and outside the City), structure occupied as a residence, public park or playground, child day care center, place of worship or assembly, or school; and at least two thousand (2,000) feet from another adult-oriented use.

(b) Adult-oriented uses shall conform to site planning, architectural design, landscaping and signage rules that are applicable to other businesses in the underlying zoning and overlay district, regardless of tradition or the proprietor’s preferences.

(c) Adult-oriented uses may display only one sign attached to the building exterior with the establishment name only. Signs or displays depicting specified anatomical areas or specific sexual activities cannot be displayed on the building or inside the building where they would be visible outside.

(d) Entries and windows shall be placed or screened to prevent the interior from being viewed from outside the establishment.

(e) Improvements to the site and any parts of the building, including signage, awnings, and other exterior embellishments, cannot be in fluorescent or high-intensity colors.

(f) Adult-oriented uses, including viewing rooms of at least one hundred fifty (150) square feet of floor space for film or video display of specified sexual activities or specified anatomical areas, shall conform to the following standards:

(1) A manager's station shall have at least thirty-two (32) square feet of floor area.

(2) Alteration in the configuration or location of a manager's station may be made only with an amendment to the specific use permit approval.

(3) More than one employee is on duty and situated in each manager's station at times a patron is present inside the premise.

(4) The interior of the premises shall be configured so there is an unobstructed view from a manager's station of every area of the premises where any patron is permitted access for any purpose, excluding restrooms. Restrooms cannot have video reproduction equipment. If the premises have two or more manager's stations designated, then the interior of the premises shall be configured so there is an unobstructed view of each area of the premises where any patron is permitted access for any purpose from at least one of the manager's stations. The view required in this subsection shall be by direct line of sight from the manager's station.

(5) The view area specified in the above subsection shall be unobstructed by doors, walls, merchandise, display racks or other materials.

(6) Only one person may occupy a viewing room at a time.

(7) The premise shall be equipped with overhead lighting fixtures that illuminate at least one (1) footcandle as measured at the floor level to areas where patrons have permitted access. The illumination shall be maintained during business hours.

(g) Exemption: a person appearing in a state of nudity in a modeling class operated by a proprietary school, licensed by the State of Texas; a college, junior college, or university supported entirely or partly by taxation; by a private college or university that maintains and operates educational programs where credits are transferable to a college, junior college, or university supported entirely or partly by taxation; or in a structure with no sign visible from the exterior of the structure and no other advertising that indicates a nude person is available for viewing; and where, to participate in a class a student shall enroll at least three days in advance of the class; and where no more than one nude model is on the premises at any time.

~~10.208.2.~~10.207.2. **Bank and Financial Institutions**

~~10.208.2.1~~10.207.2.1 Definition

Bank and Financial Institutions: A Texas Department of Banking charter granted establishment primarily engaged in the provision of bank and financial institution services. Typical uses include banks, savings and loans, credit unions, and similar services. Bank and Financial Institutions do not include check cashing or payday loan establishments, loan or mortgage brokers, stockbrokers, or other financial

institutions without a state bank charter. An automatic teller machine is not considered a bank or financial institution.

~~10.208.2.2~~10.207.2.2 Conditions

(a) When adjacent to residential zoning districts, the following conditions shall be met:

(1) Building Signage

(A) All building signage shall face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing the property is allowed.

(2) Operating Hours

(A) Hours are limited to 7:00 AM to 10:00 PM, unless approved by a specific use permit.

~~10.208.3.~~10.207.3. Campground, Recreational Vehicle Park

~~10.208.3.1~~10.207.3.1 Definition

Campground, Recreational Vehicle Park: Land to be used for temporary living accommodations for recreational, camping, and travel use, including, but not limited to, travel trailers, truck campers, camping trailers, and self-propelled motor homes.

~~10.208.4.~~10.207.4. Car Wash

~~10.208.4.1~~10.207.4.1 Definition

Car Wash: A facility for the washing, waxing, or cleaning of automobiles, recreational vehicles, or light-duty trucks. A car wash may be full-service or self-service.

~~10.208.4.2~~10.207.4.2 Conditions

(a) Structures or equipment related to cleaning vehicles (car wash bays, vacuums, vending machines) shall be located at least fifty (50) feet from the boundary of any residential zoning district, places of residence such as nursing homes and extended care facilities, or lodging establishments. Vacuums cannot be located in the street yard.

(b) Washing facilities shall occur under a roofed area with at least two walls.

(c) Car wash facilities next to residential zoning districts, places of residence such as nursing homes and extended care facilities, and lodging establishments:

(1) May operate only between 7:00 AM and 9:00 PM.

(2) Cannot have loudspeakers or equipment that emits audible signals such as beeps, buzzers and bells that would be audible off the site.

~~10.208.5.~~10.207.5. Club/Lodge Facility

~~10.208.5.1~~10.207.5.1 Definition

Club/Lodge Facility: An establishment providing meeting, recreational, or social facilities for a private or nonprofit association, primarily for use by members and guests. This does not include places of worship or assembly.

~~10.208.5.2~~10.207.5.2 Conditions

(a) When adjacent to residential zoning districts, the following conditions shall be met:

(1) Building Signage

(A) All building signage shall face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing the property is allowed.

(2) Operating Hours

(A) Hours are limited to 7:00 AM to 10:00 PM, unless otherwise approved by specific use permit.

10.207.6. Convenience Store

10.207.6.1 Definitions

Convenience Store: retail store with no more than 5,000 GFA selling everyday goods and services that may include food products, groceries, over-the-counter drugs and sundries.~~XXXXXXXXXXX.~~

10.207.6.2 Conditions

(a) Improvements related to gasoline sales must conform to applicable design standards applicable to gas stations. ~~AAAAAAAAAA~~

(b) When adjacent to Single-Family Residential (SF-1), the following conditions must be met:

(1) Landscape Buffer:

(A) Minimum of 25 feet of landscape buffer from adjacent residential; or

(B) Minimum of 15 feet of landscape buffer with a 6-foot-tall masonry wall ~~BBBBBBBBB~~

(2) ~~CCCCCCCC~~Building Signage

All building signage must face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing the property is allowed.

(3) Height

(A) All buildings must be setback a minimum of 1 foot for each foot of height from adjacent SF-1 properties.

(4) Operating Hours~~(A)~~

(A) Hours are limited to 7:00 a.m. to 10:00 p.m., unless otherwise approved by specific use permit.

(4) Outdoor Lighting

(A) All outdoor lighting must be fully shielded, hooded and cannot trespass onto any adjacent property. ~~(5)~~

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10.207.7. Conveninece stor: with Gasoline Sales

10.207.7.1 Definitions

Convenience Store: with Gasoline Sales: retail store with no more than 5,000 GFA selling everyday goods and services that may include food products, groceries, over-the-counter drugs and sundries and gasoline sales. ~~XXXXXXXX.~~

10.207.7.2 Conditions

(a) Improvements related to gasoline sales must conform to applicable design standards applicable to gas stations.

(b) When adjacent to Single-Family Residential (SF-1), the following conditions must be met:

(1) Landscape Buffer:

(A) Minimum of 25 feet of landscape buffer from adjacent residential; or

(B) Minimum of 15 feet of landscape buffer with a 6-foot-tall masonry wall

(2) Building Signage

All building signage must face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing the property is allowed.

(3) Height

(A) All buildings must be setback a minimum of 1 foot for each foot of height from adjacent SF-1 properties.

(4) Operating Hours

(A) Hours are limited to 7:00 a.m. to 10:00 p.m., unless otherwise approved by specific use permit.

(4) Outdoor Lighting

(A) All outdoor lighting must be fully shielded, hooded and cannot trespass onto any adjacent property.

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~~10.208.6.~~10.207.8. **Day Care, Child (1-6 Children)**

~~10.208.6.1~~10.207.8.1 Definition

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Day Care, Child (1-6 Children): Child Care Home (<6 Children) Regular care occurring in the caretaker's own residence for not more than six (6) children, excluding children who are related to the caretaker but in no case exceeding twelve (12) children at any given time. See Chapter 42 of the Human Resources Code, Regulation of Certain Facilities, Homes, and Agencies that Provide Child Care Services.

~~10.208.6.2~~10.207.8.2 Conditions

(a) Day care facilities in the N-2 district shall be no more than two thousand five hundred (2,500) square feet.

(b) Outdoor play areas shall be enclosed by a four (4) foot to six (6) foot high fence.

~~10.208.7.~~10.207.9. Day Care, Child (Greater than 6 Children)

~~10.208.7.1~~10.207.9.1 Definition

Day Care, Child (Greater than 6 Children): Child Care Home (6+ Children) Regular care occurring in the caretaker's own residence for more than six (6) children, excluding children who are related to the caretaker. See Chapter 42 of the Human Resources Code, Regulation of Certain Facilities, Homes, and Agencies that Provide Child Care Services.

~~10.208.7.2~~10.207.9.2 Conditions

( ) Day care facilities in the N-2 district shall be no more than two thousand five hundred (2,500) square feet.

(a) Outdoor play areas shall be enclosed by a four (4) foot to six (6) foot high fence.

~~10.208.8.~~10.207.10. Day Care, Adult (1-4 Persons)

~~10.208.8.1~~10.207.10.1 Definition

Day Care, Adult (1-4 Persons): A facility that provides services under an Adult Day Care Program on a daily or regular basis, but not overnight, one (1) to four (4) elderly or handicapped persons who are not related by blood, marriage, or adoption to the owner of the facility. Adult Day Services Centers (also referred to as Adult Day Care Centers) shall be licensed by the Texas Department of Human Services.

~~10.208.9.~~10.207.11. **Day Care, Adult (Greater than 4 Persons)**

~~10.208.9.1~~10.207.11.1 Definition

Day Care, Adult (Greater than 4 Persons): A facility that provides services under an Adult Day Care Program on a daily or regular basis, but not overnight, to four (4) or more elderly or handicapped persons who are not related by blood, marriage, or adoption to the owner of the facility. Adult Day Services Centers (also referred to as Adult Day Care Centers) shall be licensed by the Texas Department of Human Services.

~~10.208.10.~~10.207.12. **Day Care, Pet**

~~10.208.10.1~~10.207.12.1 Definition

Day Care, Pet: A facility where pets are kept for all or part of a day. Secondary services at pet day care facilities may include obedience classes, training, grooming, and overnight boarding.

~~10.208.10.2~~10.207.12.2 Conditions

(a) Buildings used for pet day care and boarding services shall be completely enclosed and soundproof.

(b) Outdoor play yards shall be at least one hundred (100) feet from a residential zone district and completely screened by a solid screening material six (6) feet to eight (8) feet high.

(c) Potentially offensive odors cannot be detectable off the site.

~~10.208.11.~~10.207.13. **Entertainment Facility, Theater**

~~10.208.11.1~~10.207.13.1 Definition

Entertainment Facility, Theater: A building or part of a building devoted to showing motion pictures or dramatic, musical, or live performances.

~~10.208.12.~~10.207.14. **Farm Product Sales**

~~10.208.12.1~~10.207.14.1 Definition

Farm Product Sales: Outdoor sale of food or plant products grown on the premises in an agricultural zoning district; or customarily involving growers from throughout a region selling food or plant products they have grown in a zoning district where the use is permitted.

~~10.208.13.~~10.207.15. **Food Catering**

~~10.208.13.1~~10.207.15.1 Definition

Food Catering: A business where the principal use is the preparation and storage of food on the premises that is delivered and consumed by the customers off the premises.

~~10.208.13.2~~10.207.15.2 Conditions

(a) When adjacent to residential zoning districts, the following conditions shall be met:

(1) Building Signage

(A) All building signage shall face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing the property is allowed.

(2) Operating Hours

(A) Hours are limited to 7:00 AM to 10:00 PM, unless otherwise approved by specific use permit.

~~10.208.14.~~10.207.16. **Funeral Home**

~~10.208.14.1~~10.207.16.1 Definition

Funeral Home: A building used for the preparation of the deceased for burial and display of the deceased and related ceremonies or services, including cremation and the storage of caskets, funeral urns, funeral vehicles, and other funeral supplies.

10.207.17. Kennel

10.207.17.1 Definition

Kennel: The boarding of dogs, cats, or other household pets, operating as a business or a legitimate animal rescue operation. Kennels may also incorporate pet day care, dog training facilities, and spaces for events such as conformation shows and agility competitions.

10.207.17.2 Conditions

(a) Keeping a large number of pets will require special attention to determine whether they will adversely affect the surrounding area and whether the pets are kept in a humane environment.

(b) Animals shall be kept in a clean, safe and humane environment.

(c) Boarding and activity areas shall be located where they will have minimal impact on nearby residential areas.

(d) Noise and odor cannot be more significant than what would be expected for a typical resident with a companion animal.

(e) Puppy and cat mills, where pets are bred in large numbers solely for profit, are prohibited.

10.207.18. Large Item Sales And Rental: Class 1

10.207.19. Definition

Large Item Sales and Rental: Class 1: Use of a building, land area, or other premises for the display and sale, lease, or rental of any of the following, where most of the inventory is stored outdoors.

10.207.20. Vehicles that are intended for sale to the general consumer market. This includes automobiles, vans, light trucks, and sport utility vehicles.

10.207.21. Golf carts, neighborhood electric vehicles (NEVs), and similar vehicles.

10.207.22. Motorcycles and dirt bikes.

10.207.23. Personal watercraft, kayaks, canoes and rowboats.

10.207.24. Small off-road vehicles, including all-terrain vehicles, dune buggies, and four-wheelers.

10.207.25. Automobile, truck and motorcycle parts, accessories and aftermarket items (stores specializing in the sales of those items).

10.207.26. Boats.

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10.207.27. Home spas and hot tubs (except indoor sales/display).

10.207.28. Bulk lumber and bricks, in a screened storage area.

10.207.29. Landscaping materials, in a screened storage area.

10.207.30. Small portable buildings, sheds, garages, gazebos, decks, and other prefabricated structures (not manufactured homes and prefabricated metal buildings), as an incidental accessory use.

10.207.31. Pottery, statues, fountains and similar items, displayed or stored outdoors.

10.207.32. Accessories related to the above items.

10.207.33. Conditions

10.207.34. Outdoor storage of inventory, repair work, or other repair service conducted for accessory use is considered subject to the site plan review process.

10.207.35. The unattended display of large items for sale in the public right-of-way, undeveloped parcels, or other private property not approved for large item sales and rental is prohibited in any district.

10.207.36. Outdoor storage of class 1 large items is subject to general performance standards for outdoor storage and display.

10.207.37. Large Item Sales And Rental: Class 2

10.207.38. Definition

Large Item Sales and Rental: Class 2: Use of a building, land area or other premises for display and sale, lease or rental of any of the following, where most of the inventory is stored outdoors.

10.207.39. Large vehicles that require a commercial driver's license (CDL) to operate and are not intended for sale to the general consumer market. This includes flatbed and work bed trucks, buses, tractor-trailers, dump trucks, yard trucks, and similar vehicles.

10.207.40. Trailers, tow dollies, and all equipment or machinery designed to be towed by a vehicle.

10.207.41. Moving vans, trucks and trailers.

10.207.42. Construction, land clearing, hauling, earth moving, drilling, aerial lift, and similar heavy equipment.

10.207.43. Forklifts, bobcats, trenchers, and similar items.

10.207.44. Air compressors, generators, mobile pumps, and similar items.

10.207.45. Farming, agricultural and arborist equipment.

10.207.46. Recreational vehicles, including motor homes, motor coaches, converted buses, travel trailers, fifth wheels, fold-down trailers, camper trailers, and similar items.

10.207.47. Truck caps, lids, campers, camper shells, cargo extensions, cargo covers, tonneau covers, plows, racks, bed liners, and similar items.

10.207.48. Small portable buildings, sheds, garages, gazebos, decks, and other prefabricated structures (not manufactured homes).

10.207.49. Prefabricated and above-ground swimming pools.

10.207.50. Bulk mulch, wood chips, soil, fill dirt, peat, gravel, rocks, sand and similar items.

10.207.51. Bulk construction materials.

10.207.52. Scaffolding.

10.207.53. Pallets.

10.207.54. Accessories related to the above items.

10.207.55. Conditions

10.207.56. Outdoor storage of inventory, and repair work or other repair service conducted as an accessory use, is considered subject to the site plan review process.

10.207.57. Unattended display of large items for sale in the public right-of-way, undeveloped parcels, or other private property not approved for large item sales and rental is prohibited in all zoning districts.

10.207.58. Outdoor storage of class 2 large items is subject to general performance standards for outdoor storage and display.

10.207.59. Class 2 items shall be presented and stored to minimize their visual impact. Extending vertical elements on lifts, cranes, telehandlers, truck-mounted cement pumps and other equipment shall be kept lowered.

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10.207.60. Lodging, Hotel

10.207.61. Definition

Lodging, Hotel: A facility providing transient accommodations to the public, where access to overnight-stay rooms is granted through enclosed, interior hallways. Accessory uses may include restaurants, swimming pools, workout rooms, and other amenities.

10.207.62. Conditions

10.207.63. Hotel establishments are not intended for hourly or long-term residence. Guests may stay no more than sixty (60) consecutive days and cannot stay on the premises for at least fifty percent (50%) of a one-year period.

10.207.64. A room cannot be rented out more than once in a 24-hour period.

10.207.65. When adjacent to single-family detached dwellings, the following conditions shall be met:

10.207.66. Building Signage

10.207.67. All building signage shall face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing the property is allowed.

10.207.68. Operating Hours

10.207.69. Hours are limited to 7:00 AM to 10:00 PM, unless otherwise approved by specific use permit.

10.207.70. Lodging, Motel

10.207.71. Definition

Lodging, Motel: A facility providing transient accommodations to the public, where access to overnight-stay rooms is granted from exterior balconies or pathways. Accessory uses may include restaurants, swimming pools, workout rooms, and other amenities.

10.207.72. Conditions

10.207.73. Motel establishments are not intended for hourly or long-term residence. Guests may stay no more than sixty (60) consecutive days and cannot stay on the premises for at least fifty percent (50%) of a one-year period.

10.207.74. A room cannot be rented out more than once in a 24 hour period.

10.207.75. When adjacent to single-family detached dwellings, the following conditions shall be met:

10.207.76. Building Signage

10.207.77. All building signage shall face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing the property is allowed.

10.207.78. Operating Hours

10.207.79. Hours are limited to 7:00 AM to 10:00 PM, unless otherwise approved by specific use permit.

10.207.80. Lodging, Bed And Breakfast

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10.207.81. Definition

Lodging, Bed and Breakfast: An owner-occupied single household residence used as a lodging establishment.

10.207.82. Conditions

10.207.83. Bed and breakfast inns are not intended for long-term residence. Guests may stay no more than thirty consecutive days and cannot stay on the premises for at least twenty (20%) of a one-year period.

10.207.84. Six or fewer rooms at bed and breakfast inns may be rented for overnight accommodation.

10.207.85. One or two people who do not live at the home may be employed at the bed and breakfast inn.

10.207.86. Food service at bed and breakfast inns is limited to breakfast, brunch and lunch for paying guests only. Provisions for food preparation, such as cooktops, are prohibited in guest rooms.

10.207.87. The time and frequency of receptions, private parties and similar events at bed and breakfast inns are considered in the specific use permit review process based on the inn's location and size.

10.207.88. When adjacent to residential zoning districts, the following conditions shall be met:

10.207.89. Building Signage

10.207.90. All building signage shall face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing the property is allowed.

10.207.91. Operating Hours

10.207.92. Hours are limited to 7:00 AM to 10:00 PM, unless otherwise approved by specific use permit.

10.207.93. Nightclub

10.207.94. Definition

Nightclub: A type of entertainment facility that includes a dance floor, lightshow, and/or stage for the playing of live music.

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10.207.95. Office

10.207.96. Definition

Office: A space where professionals, including but not limited to medical and dental practitioners, lawyers, engineers, accountants, and other qualified individuals, conduct professional services. This includes urgent care facilities but not emergency medical services.

10.207.97. Conditions

10.207.98. Medical offices are not hospitals and are not intended for emergency medical services, inpatient treatment and overnight stays.

10.207.99. When adjacent to single-family detached dwellings, the following conditions shall be met:

10.207.100. Building Signage

10.207.101. All building signage shall face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing the property is allowed.

10.207.102. Operating Hours

10.207.103. Hours are limited to 7:00 AM to 10:00 PM, unless otherwise approved by specific use permit.

10.207.104. Personal and Business Service

10.207.105. Definition

Personal and Business Service: An establishment or place of business primarily engaged in the provision of services of a personal nature. Typical uses include but are not limited to, barber and beauty shops, nail salons, tailors, dog grooming shops, print shops, copy shops, shoe repair shops, and services of an informational or instructional nature, including driving schools, dance studios, martial arts studios, and business.

10.207.106. Conditions

10.207.107. When adjacent to residential zoning districts, the following conditions shall be met:

10.207.108. Building Signage

10.207.109. All building signage shall face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing the property is allowed.

10.207.110. Operating Hours

10.207.111. Hours are limited to 7:00 AM to 10:00 PM, unless otherwise approved by specific use permit.

10.207.112. Recreation Facility, Indoor

10.207.113. Definition

Recreation Facility, Indoor: An indoor establishment for exercise, relaxation, amusement or sport, and amenities that are secondary to the recreational use, including but not limited to, gymnasiums, health clubs, bowling alleys, pool halls, video arcades, and shoot ranges. Indoor recreation facilities do not

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include facilities supervised by licensed medical personnel in medical settings, athletic departments in schools, professional sports team facilities, amenity centers, or community centers.

10.207.114. Conditions

10.207.115. When adjacent to residential zoning districts, the following conditions shall be met:

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10.207.116. Building Signage

10.207.117. All building signage shall face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing the property is allowed.

10.207.118. Operating Hours

10.207.119. Hours are limited to 7:00 AM to 10:00 PM, unless otherwise approved by specific use permit.

10.207.120. Recreation Facility, Outdoor

10.207.121. Definition

Recreation Facility, Outdoor: A mostly outdoor establishment for exercise, relaxation, amusement or sport, and amenities that are secondary to the recreational use, including but not limited to, miniature golf courses, go-cart tracks, and batting cages. This does not include amusement parks, facilities in athletic departments of schools, professional sports teams, public parks and playgrounds, amenity or community centers.

10.207.122. Conditions

10.207.123. Improvements or activity areas shall be located at least one hundred (100) feet from the boundary of any residential zoning district or lodging establishment.

10.207.124. Outdoor recreation facilities next to residential zoning districts, places of residence such as nursing homes and extended care facilities, and lodging establishments:

10.207.125. Shall be screened and buffered with masonry (stone, brick, decorative CMU, similar materials) walls to minimize their impact.

10.207.126. May operate only between 9:00 AM and 9:00 PM.

10.207.127. Cannot have loudspeakers or equipment that emits audible signals such as beeps, buzzers and bells that would be audible off the site.

10.207.128. Restaurant/Bar

10.207.129. Definition

Restaurant: An establishment engaged in the sale of food and beverages to customers in a ready-to-consume state.

10.207.130. Conditions

10.207.131. Fermented malt beverages may be produced for consumption on the premises, and limited distribution off the premises, as an accessory use (brewpubs, microbreweries). On-site brewing operations must possess a valid Brewpub License issued by the Texas Alcoholic Beverage Commission (TABC), in accordance with Chapter 74 of the Texas Alcoholic Beverage Code

10.207.132. When adjacent to residential zoning districts, the following conditions shall be met:

10.207.133. Building Signage

10.207.134. All building signage shall face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing the property is allowed.

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10.207.135. Operating Hours

10.207.136. Hours are limited to 7:00 AM to 10:00 PM, unless otherwise approved by specific use permit.

10.207.137. Bar/Tavern

10.207.138. Definition

Bar/Tavern: An establishment that serves alcoholic beverages by the drink for on-site consumption and that derives more than seventy-five percent (75%) of the gross revenue from the on-premises sale of alcoholic beverages and does not have a TABC Food and Beverage Permit defining the establishment as a restaurant.

10.207.139. Conditions

10.207.140. Fermented malt beverages may be produced for consumption on the premises, and limited distribution off the premises, as an accessory use (brewpubs, microbreweries). On-site brewing operations must possess a valid Brewpub License issued by the Texas Alcoholic Beverage Commission (TABC), in accordance with Chapter 74 of the Texas Alcoholic Beverage Code.

10.207.141. When adjacent to residential zoning districts, the following conditions shall be met:

10.207.142. Building Signage

10.207.143. All building signage shall face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing the property is allowed.

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10.207.144. Operating Hours

10.207.145. Hours are limited to 7:00 AM to 10:00 PM, unless otherwise approved by specific use permit.

10.207.146. Retail Store (No more than 5,000 square feet)

10.207.147. Definition

Retail Store (No more than 5,000 square feet): An establishment under five thousand (5,000) square feet in floor area engaged in the retail sales or rental of goods or merchandise to the public for personal or household consumption or to services incidental to their sale or rental.

10.207.148. Conditions

10.207.149. When adjacent to residential zoning districts, the following conditions shall be met:

10.207.150. Building Signage

10.207.151. All building signage shall face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing the property is allowed.

10.207.152. Operating Hours

10.207.153. Hours are limited to 7:00 AM to 10:00 PM, unless otherwise approved by specific use permit.

10.207.154. Retail Store (Greater than 5,000 square feet)

10.207.155. Definition

Retail Store (Greater than 5,000 square feet.): An establishment over five thousand (5,000) square feet in floor area engaged in the retail sales or rental of goods or merchandise to the public for personal or household consumption or to services incidental to their sale or rental.

10.207.156. Conditions

10.207.157. When adjacent to residential zoning districts, the following conditions shall be met:

10.207.158. Building Signage

10.207.159. All building signage shall face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing the property is allowed.

10.207.160. Operating Hours

10.207.161. Hours are limited to 7:00 AM to 10:00 PM, unless otherwise approved by specific use permit.

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10.207.162. Personal Loan Services

10.207.163. Definition

Personal Loan Services: Check-cashing and personal loan services, pawn shops, and rent-to-own establishments as defined in Section 371.003 of the Texas Financial Code, as amended.

10.207.164. Travel Plaza, Truck Stop

10.207.165. Intent

10.207.166. Travel plazas serve an essential role in America's well-developed transportation network. However, modern travel plazas are designed and operated in a way that is incompatible with Hutto's design regulations, desired character and long-term planning goals. Externalities generated by travel plazas cause significant disruption to the area around them, even when carefully regulated and buffered. Towering high-rise pylon signs, an undesirable blight and an unwanted intrusion into a shared visual landscape are trademarks of travel plazas. Bright lights mounted on tall poles illuminate acres of paved parking, with little or no landscaping, for idling "big rigs." The daily traffic and noise from hundreds of large trucks will be added to the already heavy traffic on US 79 and other major arterials. Travel plazas also tend to attract mechanical commercial development that, when grouped, can prevent the creation of a vibrant commercial district with a wide variety of uses.

10.207.167. With Hutto's geographical constraints, a truck stop would have a disproportionately large impact on the City and, therefore, shall still meet all required design standards as outlined in this UDC.

10.207.168. Definition

Travel Plaza, Truck Stop: An establishment engaged primarily in the fueling, servicing, repair, or parking of commercial vehicles, including the sale of accessories and equipment for such vehicles. A travel plaza or truck stop may also include, but is not limited to, overnight accommodations, showers, restaurant facilities, and other diversions intended primarily for the use of truck crews and interregional travelers.

10.207.169. Veterinary Clinic, Small Animal

10.207.170. Definition

Veterinary Clinic, Small Animal: A facility operated under the supervision of a licensed veterinarian, where domestic animals and pets are admitted for examination, observation, diagnosis, and medical treatment.

10.207.171. Conditions

10.207.172. Facilities of a veterinary clinic, including treatment rooms, cages, pens, kennels and exercise runs, shall be maintained in a completely enclosed, soundproof building.

10.207.173. Potentially offensive odors cannot be detectable off the site.

10.207.174. Crematoria are prohibited accessory uses to veterinary clinics.

10.207.175. When adjacent to residential zoning districts, the following conditions shall be met:

10.207.176. Building Signage

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10.207.177. All building signage shall face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing the property is allowed.

10.207.178. Operating Hours

10.207.179. Hours are limited to 7:00 AM to 10:00 PM, unless otherwise approved by specific use permit.

10.207.180. Veterinary Clinic, Large Animal

10.207.181. Definition

Veterinary Clinic, Large Animal: A facility operated under the supervision of a licensed veterinarian, where bovine, equine, swine, fowl, and similar large livestock animals and pets are admitted for examination, observation, diagnosis, and medical treatment.

10.207.182. Conditions

10.207.183. Facilities of a veterinary clinic, including treatment rooms, cages, pens, kennels and exercise runs, shall be maintained in a completely enclosed, soundproof building.

10.207.184. Potentially offensive odors cannot be detectable off the site.

10.207.185. Crematoria are prohibited accessory uses to veterinary clinics.

10.207.186. When adjacent to residential zoning districts, the following conditions shall be met:

10.207.187. Building Signage

10.207.188. All building signage shall face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing the property is allowed.

10.207.189. Operating Hours

10.207.190. Hours are limited to 7:00 AM to 10:00 PM, unless otherwise approved by specific use permit.

~~**10.208.15. Fueling Station**~~

~~10.208.15.1 Definitions~~

~~*Fueling Station:* An establishment engaged primarily in the sale of gasoline, petroleum products, electric energy, and fuels, including renewables.~~

~~10.208.15.2 Conditions~~

~~(a) When adjacent to residential zoning districts, the following conditions shall be met:~~

~~(1) Building Signage~~

~~(A) All building signage shall face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing the property is allowed.~~

~~(2) Operating Hours~~

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(A) Hours are limited to 7:00 AM to 10:00 PM, unless otherwise approved by specific use permit.

10.208.16. Recreation Facility, Indoor

10.208.16.1 Definition

Recreation Facility, Indoor: An indoor establishment for exercise, relaxation, amusement or sport, and amenities that are secondary to the recreational use, including but not limited to, gymnasiums, health clubs, bowling alleys, pool halls, video arcades, and shoot ranges. Indoor recreation facilities do not include facilities supervised by licensed medical personnel in medical settings, athletic departments in schools, professional sports team facilities, amenity centers, or community centers.

10.208.16.2 Conditions

(a) When adjacent to residential zoning districts, the following conditions shall be met:

(1) Building Signage

(A) All building signage shall face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing the property is allowed.

(2) Operating Hours

(A) Hours are limited to 7:00 AM to 10:00 PM, unless otherwise approved by specific use permit.

10.208.17. Recreation Facility, Outdoor

10.208.17.1 Definition

Recreation Facility, Outdoor: A mostly outdoor establishment for exercise, relaxation, amusement or sport, and amenities that are secondary to the recreational use, including but not limited to, miniature golf courses, go-cart tracks, and batting cages. This does not include amusement parks, facilities in athletic departments of schools, professional sports teams, public parks and playgrounds, amenity or community centers.

10.208.17.2 Conditions

(a) Improvements or activity areas shall be located at least one hundred (100) feet from the boundary of any residential zoning district or lodging establishment.

(b) Outdoor recreation facilities next to residential zoning districts, places of residence such as nursing homes and extended care facilities, and lodging establishments:

(c) Shall be screened and buffered with masonry (stone, brick, decorative CMU, similar materials) walls to minimize their impact.

(d) May operate only between 9:00 AM and 9:00 PM.

(e) Cannot have loudspeakers or equipment that emits audible signals such as beeps, buzzers and bells that would be audible off the site.

10.208.18. Kennel

10.208.18.1 Definition

Kennel: The boarding of dogs, cats, or other household pets, operating as a business or a legitimate animal rescue operation. Kennels may also incorporate pet day care, dog training facilities, and spaces for events such as conformation shows and agility competitions.

10.208.18.2 Conditions

(a) Keeping a large number of pets will require special attention to determine whether they will adversely affect the surrounding area and whether the pets are kept in a humane environment.

(b) Animals shall be kept in a clean, safe and humane environment.

(c) Boarding and activity areas shall be located where they will have minimal impact on nearby residential areas.

(d) Noise and odor cannot be more significant than what would be expected for a typical resident with a companion animal.

(e) Puppy and cat mills, where pets are bred in large numbers solely for profit, are prohibited.

10.208.19. Large Item Sales And Rental: Class 1

10.208.19.1 Definition

Large Item Sales and Rental: Class 1: Use of a building, land area, or other premises for the display and sale, lease, or rental of any of the following, where most of the inventory is stored outdoors.

(a) Vehicles that are intended for sale to the general consumer market. This includes automobiles, vans, light trucks, and sport utility vehicles.

(b) Golf carts, neighborhood electric vehicles (NEVs), and similar vehicles.

(c) Motorcycles and dirt bikes.

(d) Personal watercraft, kayaks, canoes and rowboats.

(e) Small off-road vehicles, including all-terrain vehicles, dune buggies, and four-wheelers.

(f) Automobile, truck and motorcycle parts, accessories and aftermarket items (stores specializing in the sales of those items).

(g) Boats.

(h) Home spas and hot tubs (except indoor sales/display).

(i) Bulk lumber and bricks, in a screened storage area.

(j) Landscaping materials, in a screened storage area.

(k) Small portable buildings, sheds, garages, gazebos, decks, and other prefabricated structures (not manufactured homes and prefabricated metal buildings), as an incidental accessory use.

(l) Pottery, statues, fountains and similar items, displayed or stored outdoors.

(m) Accessories related to the above items.

10.208.19.2 Conditions

(a) Outdoor storage of inventory, repair work, or other repair service conducted for accessory use is considered subject to the site plan review process.

(b) The unattended display of large items for sale in the public right-of-way, undeveloped parcels, or other private property not approved for large item sales and rental is prohibited in any district.

(c) Outdoor storage of class 1 large items is subject to general performance standards for outdoor storage and display.

10.208.20. Large Item Sales And Rental: Class 2

10.208.20.1 Definition

Large Item Sales and Rental: Class 2: Use of a building, land area or other premises for display and sale, lease or rental of any of the following, where most of the inventory is stored outdoors.

(a) Large vehicles that require a commercial driver's license (CDL) to operate and are not intended for sale to the general consumer market. This includes flatbed and work bed trucks, buses, tractor-trailers, dump trucks, yard trucks, and similar vehicles.

(b) Trailers, tow dollies, and all equipment or machinery designed to be towed by a vehicle.

(c) Moving vans, trucks and trailers.

(d) Construction, land clearing, hauling, earth moving, drilling, aerial lift, and similar heavy equipment.

(e) Forklifts, bobcats, trenchers, and similar items.

(f) Air compressors, generators, mobile pumps, and similar items.

(g) Farming, agricultural and arborist equipment.

(h) Recreational vehicles, including motor homes, motor coaches, converted buses, travel trailers, fifth wheels, fold-down trailers, camper trailers, and similar items.

(i) Truck caps, lids, campers, camper shells, cargo extensions, cargo covers, tonneau covers, plows, racks, bed liners, and similar items.

(j) Small portable buildings, sheds, garages, gazebos, decks, and other prefabricated structures (not manufactured homes).

(k) Prefabricated and above-ground swimming pools.

(l) Bulk mulch, wood chips, soil, fill dirt, peat, gravel, rocks, sand and similar items.

(m) Bulk construction materials.

(n) Scaffolding.

(o) Pallets.

(p) Accessories related to the above items.

10.208.20.2 Conditions

(a) Outdoor storage of inventory, and repair work or other repair service conducted as an accessory use, is considered subject to the site plan review process.

(b) Unattended display of large items for sale in the public right-of-way, undeveloped parcels, or other private property not approved for large item sales and rental is prohibited in all zoning districts.

(c) Outdoor storage of class 2 large items is subject to general performance standards for outdoor storage and display.

(d) Class 2 items shall be presented and stored to minimize their visual impact. Extending vertical elements on lifts, cranes, telehandlers, truck-mounted cement pumps and other equipment shall be kept lowered.

10.208.21. Lodging, Hotel

10.208.21.1 Definition

Lodging, Hotel: A facility providing transient accommodations to the public, where access to overnight-stay rooms is granted through enclosed, interior hallways. Accessory uses may include restaurants, swimming pools, workout rooms, and other amenities.

10.208.21.2 Conditions

(a) Hotel establishments are not intended for hourly or long-term residence. Guests may stay no more than sixty (60) consecutive days and cannot stay on the premises for at least fifty percent (50%) of a one-year period.

(b) A room cannot be rented out more than once in a 24-hour period.

(c) When adjacent to single-family detached dwellings, the following conditions shall be met:

(1) Building Signage

(A) All building signage shall face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing the property is allowed.

(2) Operating Hours

(A) Hours are limited to 7:00 AM to 10:00 PM, unless otherwise approved by specific use permit.

10.208.22. Lodging, Motel

10.208.22.1 Definition

Lodging, Motel: A facility providing transient accommodations to the public, where access to overnight-stay rooms is granted from exterior balconies or pathways. Accessory uses may include restaurants, swimming pools, workout rooms, and other amenities.

10.208.22.2 Conditions

(a) Motel establishments are not intended for hourly or long-term residence. Guests may stay no more than sixty (60) consecutive days and cannot stay on the premises for at least fifty percent (50%) of a one-year period.

(b) A room cannot be rented out more than once in a 24 hour period.

(c) When adjacent to single-family detached dwellings, the following conditions shall be met:

(1) Building Signage

(A) All building signage shall face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing the property is allowed.

(2) Operating Hours

(A) Hours are limited to 7:00 AM to 10:00 PM, unless otherwise approved by specific use permit.

10.208.23. Lodging, Bed And Breakfast

10.208.23.1 Definition

Lodging, Bed and Breakfast: An owner-occupied single household residence used as a lodging establishment.

10.208.23.2 Conditions

(a) Bed and breakfast inns are not intended for long-term residence. Guests may stay no more than thirty consecutive days and cannot stay on the premises for at least twenty (20%) of a one-year period.

(b) Six or fewer rooms at bed and breakfast inns may be rented for overnight accommodation.

(c) One or two people who do not live at the home may be employed at the bed and breakfast inn.

(d) Food service at bed and breakfast inns is limited to breakfast, brunch and lunch for paying guests only. Provisions for food preparation, such as cooktops, are prohibited in guest rooms.

(e) The time and frequency of receptions, private parties and similar events at bed and breakfast inns are considered in the specific use permit review process based on the inn's location and size.

(f) When adjacent to residential zoning districts, the following conditions shall be met:

(1) Building Signage

(A) All building signage shall face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing the property is allowed.

(2) Operating Hours

(A) Hours are limited to 7:00 AM to 10:00 PM, unless otherwise approved by specific use permit.

10.208.24. Nightclub

10.208.24.1 Definition

Nightclub: A type of entertainment facility that includes a dance floor, lightshow, and/or stage for the playing of live music.

10.208.25. Office

10.208.25.1 Definition

Office: A space where professionals, including but not limited to medical and dental practitioners, lawyers, engineers, accountants, and other qualified individuals, conduct professional services. This includes urgent care facilities but not emergency medical services.

10.208.25.2 Conditions

(a) Medical offices are not hospitals and are not intended for emergency medical services, inpatient treatment and overnight stays.

(b) When adjacent to single-family detached dwellings, the following conditions shall be met:

(1) Building Signage

(A) All building signage shall face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing the property is allowed.

(2) Operating Hours

(A) Hours are limited to 7:00 AM to 10:00 PM, unless otherwise approved by specific use permit.

10.208.26. Personal and Business Service

10.208.26.1 Definition

Personal and Business Service: An establishment or place of business primarily engaged in the provision of services of a personal nature. Typical uses include but are not limited to, barber and beauty shops, nail salons, tailors, dog grooming shops, print shops, copy shops, shoe repair shops, and services of an informational or instructional nature, including driving schools, dance studios, martial arts studios, and business.

10.208.26.2 Conditions

(a) When adjacent to residential zoning districts, the following conditions shall be met:

(1) Building Signage

(A) All building signage shall face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the

~~residential property is across a public right-of-way, building signage facing the property is allowed.~~

~~(2) Operating Hours~~

~~(A) Hours are limited to 7:00 AM to 10:00 PM, unless otherwise approved by specific use permit.~~

10.208.27. Restaurant

10.208.27.1 Definition

Restaurant: An establishment engaged in the sale of food and beverages to customers in a ready-to-consume state.

10.208.27.2 Conditions

(a) Fermented malt beverages may be produced for consumption on the premises, and limited distribution off the premises, as an accessory use (brewpubs, microbreweries). On-site brewing operations must possess a valid Brewpub License issued by the Texas Alcoholic Beverage Commission (TABC), in accordance with Chapter 74 of the Texas Alcoholic Beverage Code

(b) When adjacent to residential zoning districts, the following conditions shall be met:

(1) Building Signage

(A) All building signage shall face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing the property is allowed.

(2) Operating Hours

(A) Hours are limited to 7:00 AM to 10:00 PM, unless otherwise approved by specific use permit.

10.208.28. Bar/Tavern

10.208.28.1 Definition

Bar/Tavern: An establishment that serves alcoholic beverages by the drink for on-site consumption and that derives more than seventy-five percent (75%) of the gross revenue from the on-premises sale of alcoholic beverages and does not have a TABC Food and Beverage Permit defining the establishment as a restaurant.

10.208.28.2 Conditions

(a) Fermented malt beverages may be produced for consumption on the premises, and limited distribution off the premises, as an accessory use (brewpubs, microbreweries). On-site brewing operations must possess a valid Brewpub License issued by the Texas Alcoholic Beverage Commission (TABC), in accordance with Chapter 74 of the Texas Alcoholic Beverage Code.

(b) When adjacent to residential zoning districts, the following conditions shall be met:

(1) Building Signage

(A) All building signage shall face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing the property is allowed.

(2) Operating Hours

(A) Hours are limited to 7:00 AM to 10:00 PM, unless otherwise approved by specific use permit.

10.208.29. Retail Store (No more than 5,000 square feet)

10.208.29.1 Definition

Retail Store (No more than 5,000 square feet): An establishment under five thousand (5,000) square feet in floor area engaged in the retail sales or rental of goods or merchandise to the public for personal or household consumption or to services incidental to their sale or rental.

10.208.29.2 Conditions

(a) When adjacent to residential zoning districts, the following conditions shall be met:

(1) Building Signage

(A) All building signage shall face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing the property is allowed.

(2) Operating Hours

(A) Hours are limited to 7:00 AM to 10:00 PM, unless otherwise approved by specific use permit.

10.208.30. Retail Store (Greater than 5,000 square feet)

10.208.30.1 Definition

Retail Store (Greater than 5,000 square feet.): An establishment over five thousand (5,000) square feet in floor area engaged in the retail sales or rental of goods or merchandise to the public for personal or household consumption or to services incidental to their sale or rental.

10.208.30.2 Conditions

(a) When adjacent to residential zoning districts, the following conditions shall be met:

(1) Building Signage

(A) All building signage shall face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing the property is allowed.

(2) Operating Hours

(A) Hours are limited to 7:00 AM to 10:00 PM, unless otherwise approved by specific use permit.

10.208.31. Personal Loan Services

10.208.31.1 Definition

Personal Loan Services: Check cashing and personal loan services, pawn shops, and rent-to-own establishments as defined in Section 371.003 of the Texas Financial Code, as amended.

10.208.32. Travel Plaza, Truck Stop

10.208.32.1 Intent

(a) Travel plazas serve an essential role in America's well-developed transportation network. However, modern travel plazas are designed and operated in a way that is incompatible with Hutto's design regulations, desired character and long-term planning goals. Externalities generated by travel plazas cause significant disruption to the area around them, even when carefully regulated and buffered. Towering high-rise pylon signs, an undesirable blight and an unwanted intrusion into a shared visual landscape are trademarks of travel plazas. Bright lights mounted on tall poles illuminate acres of paved parking, with little or no landscaping, for idling "big rigs." The daily traffic and noise from hundreds of large trucks will be added to the already heavy traffic on US 79 and other major arterials. Travel plazas also tend to attract mechanical commercial development that, when grouped, can prevent the creation of a vibrant commercial district with a wide variety of uses.

(b) With Hutto's geographical constraints, a truck stop would have a disproportionately large impact on the City and, therefore, shall still meet all required design standards as outlined in this UDC.

10.208.32.2 Definition

Travel Plaza, Truck Stop: An establishment engaged primarily in the fueling, servicing, repair, or parking of commercial vehicles, including the sale of accessories and equipment for such vehicles. A travel plaza or truck stop may also include, but is not limited to, overnight accommodations, showers, restaurant facilities, and other diversions intended primarily for the use of truck crews and interregional travelers.

10.208.33. Veterinary Clinic, Small Animal

10.208.33.1 Definition

Veterinary Clinic, Small Animal: A facility operated under the supervision of a licensed veterinarian, where domestic animals and pets are admitted for examination, observation, diagnosis, and medical treatment.

10.208.33.2 Conditions

(a) Facilities of a veterinary clinic, including treatment rooms, cages, pens, kennels and exercise runs, shall be maintained in a completely enclosed, soundproof building.

(b) Potentially offensive odors cannot be detectable off the site.

(c) Crematoria are prohibited accessory uses to veterinary clinics.

(d) When adjacent to residential zoning districts, the following conditions shall be met:

(1) Building Signage

(A) All building signage shall face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing the property is allowed.

(2) Operating Hours

~~(A) Hours are limited to 7:00 AM to 10:00 PM, unless otherwise approved by specific use permit.~~

~~**10.208.34. Veterinary Clinic, Large Animal**~~

~~10.208.34.1 Definition~~

~~*Veterinary Clinic, Large Animal:* A facility operated under the supervision of a licensed veterinarian, where bovine, equine, swine, fowl, and similar large livestock animals and pets are admitted for examination, observation, diagnosis, and medical treatment.~~

~~10.208.34.2 Conditions~~

~~(a) Facilities of a veterinary clinic, including treatment rooms, cages, pens, kennels and exercise runs, shall be maintained in a completely enclosed, soundproof building.~~

~~(b) Potentially offensive odors cannot be detectable off the site.~~

~~(c) Crematoria are prohibited accessory uses to veterinary clinics.~~

~~(d) When adjacent to residential zoning districts, the following conditions shall be met:~~

~~(1) Building Signage~~

~~(A) All building signage shall face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing the property is allowed.~~

~~(2) Operating Hours~~

~~(A) Hours are limited to 7:00 AM to 10:00 PM, unless otherwise approved by specific use permit.~~

~~10.209.~~10.208. Industrial Uses

~~10.209.1.~~10.208.1. Data Center

~~10.209.1.1~~10.208.1.1 Definition

Data Center: An industrial facility primarily engaged in the storing, processing, and distribution of data through on-site, networked computer systems or other electronic devices; including accessory offices for employees and security personnel; either in conjunction with a business not located on the site, or for individual compensation.

~~10.209.1.2~~10.208.1.2 Conditions

(a) Data Centers abutting SH 130, US 79, and the Wilco Southeast Loop, as depicted on the City's adopted Thoroughfare Plan, are permitted a maximum height of one hundred twenty (120) feet. Regardless of height, Data Centers shall be subject to the criteria applicable to all Industrial uses identified by this Unified Development Code.

~~10.209.2.~~10.208.2. Industrial Use, General

~~10.209.2.1~~10.208.2.1 Definition

Industrial Use, General: Manufacturing operations utilizing partially processed materials to create finished items or parts with a moderate to relatively high value per unit weight, including, but not limited to, production of motor and transit vehicles, trailers, modular and manufactured buildings, as well as bottling plants and breweries. This does not include mining and extraction, petrochemical industries, rubber refining, primary metal or related industrial, light industrial, or heavy industrial.

~~10.209.3.~~10.208.3. Industrial Use, Heavy

~~10.209.3.1~~10.208.3.1 Intent

Heavy industrial uses can create significant disruption to the area around them, even when carefully regulated and buffered. Noise, odor, heavy vehicle traffic and/or unsightly conditions can be anticipated. Because of Hutto's geographical constraints, heavy industrial uses would have a disproportionately large impact on the City.

~~10.209.3.2~~10.208.3.2 Definition

Industrial Use, Heavy: Manufacturing primarily involved in the basic processing and manufacturing of materials or products from extracted or raw materials, or the storage or manufacturing processes utilizing flammable or explosive materials, as well as those with the potential for hazardous conditions. Heavy industrial also includes work processes involving solvents, sanitary waste transfer stations, recycling establishments, junkyards, and transport terminals, such as truck and rail terminals and container storage.

~~10.209.4.~~10.208.4. Industrial Use, Light

~~10.209.4.1~~10.208.4.1 Definition

Industrial Use, Light: Manufacturing, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, packaging, incidental storage, sales, or distribution, including, but not limited to, the manufacture of electronic instruments, preparation of food products, microbrewing, musical instruments, and pharmaceuticals. This does not include mining and extraction, petrochemical industries, rubber refining, motor vehicle and heavy equipment manufacturing, primary metal or related industries.

~~10.209.5.~~10.208.5. Research Laboratory

~~10.209.5.1~~10.208.5.1 Definition

Research Laboratory: A facility for scientific research, investigation, testing, or experimentation that does not involve the manufacture or sale of products except as incidental to the primary purpose of the laboratory.

~~10.209.6.~~10.208.6. **Self-Storage Facility**

~~10.209.6.1~~10.208.6.1 Definition

Self-Storage Facility: A controlled access and fenced facility containing individual storage units or spaces of varying sizes that are leased for the storage of items (excluding vehicles) and other non-hazardous, non-perishable, durable goods.

~~10.209.6.2~~10.208.6.2 Conditions

(a) Uses unrelated to the short-term storage of household items and non-hazardous, non-perishable durable goods are prohibited at self-storage facilities. This includes automobile, boat, vehicle and heavy equipment storage; storage of hazardous items, perishable goods or animals; and use as a residence, office, workshop, studio, band rehearsal area or place of business.

(b) Electrical service to individual units shall be only for lighting and climate control. Electrical outlets cannot be provided in individual units.

(c) One dwelling occupied by the owner or on-site manager and their household is permitted as an accessory use to a self-storage facility.

(d) Shall not be used as a general warehouse facility.

~~10.209.7.~~10.208.7. **Trade Use**

~~10.209.7.1~~10.208.7.1 Definition

Trade Use: A business or occupation requiring specialized training in manual or mechanical skills, including, but not limited to, carpentry, plumbing, electrical, heating, ventilation and air conditioning, and furniture upholstery. A trade use also includes small custom industry, where goods are produced or repaired by hand, using hand tools or small-scale equipment.

~~10.209.8.~~10.208.8. **Vehicle Minor Repair Facility**

~~10.209.8.1~~10.208.8.1 Definition

Vehicle Minor Repair Facility: A facility where light vehicle maintenance activities such as engine tune-ups, lubrication, brake repair, air conditioning service, tire sales and installation, car washing, detailing, and polishing are conducted.

~~10.209.8.2~~10.208.8.2 Conditions

(a) Inoperable vehicles shall be enclosed behind a six (6) foot-tall screening wall or kept in an enclosed building.

(b) Vehicle repair shall be conducted indoors or inside the screening wall.

~~10.209.9.~~10.208.9. **Vehicle Major Repair Facility**

~~10.209.9.1~~10.208.9.1 Definition

Vehicle Major Repair Facility: A facility where heavy maintenance activities such as engine overhauls, vehicle painting, body or fender work, and welding are conducted without the sales of fuel.

~~10.209.9.2~~10.208.9.2 Conditions

(a) Inoperable vehicles shall be enclosed behind a six (6) foot-tall screening wall.

(b) Vehicle repair shall be conducted indoors or inside the screening wall.

~~10.209.10.~~10.208.10. Vehicle Storage Facility

~~10.209.10.1~~10.208.10.1 Definition

Vehicle Storage Facility: A facility that includes secured indoor or outdoor areas, intended for short or long term storage of automobiles, light trucks, motorcycles, recreational vehicles, boats, camper trailers, commercial vehicles and commercial trailers; either in conjunction with a business not located on the site, for compensation.

~~10.209.10.2~~10.208.10.2 Conditions

(a) Vehicle storage facilities cannot be used to store trucks and/or trailers weighing over seventeen thousand (17,000) pounds, construction and heavy equipment, junk, vehicles the Code of Ordinances considers junked or abandoned, or parts.

(b) Vehicle storage facilities cannot be used for general auto sales or auto auctions, although the occasional sale of unclaimed vehicles is permitted.

(c) Outdoor storage areas at vehicle storage facilities shall be screened in conformance to outdoor storage area fencing standards in Section 10.307.4.

~~10.209.11.~~10.208.11. Warehouse And Distribution Facility

~~10.209.11.1~~10.208.11.1 Definition

Warehouse and Distribution Facility: A facility for storage, wholesale, and distribution of manufactured products; including accessory offices, showrooms, or incidental retail sales (no more than 10% of the building gross floor area) but excluding bulk storage of materials that are inflammable, explosive, or that create hazardous or commonly recognized offensive conditions; and where the products, supplies, or equipment that are distributed from the facility are not used or consumed on the premises.

~~10.210.~~10.209. Institutional and Civic Uses

~~10.210.1.~~10.209.1. Amenity Center

~~10.210.1.1~~10.209.1.1 Definition

Amenity Center: An establishment providing recreational and meeting facilities for exclusive use of the residents of the residential development or employees of the business or office complex where the business or office is located including, but not limited to, swimming pools, workout rooms, meeting rooms, leasing and sales offices for the development where it is located, and similar amenities.

~~10.210.1.2~~10.209.1.2 Conditions

(a) Principal vehicular access in residential districts shall be from a collector street.

(b) Residential common amenity centers shall be in conformance with Section 10.305.6.

(c) Principal vehicular access in business parks shall be from an internal street.

~~10.210.2.~~10.209.2. **Aquatic Facility**

~~10.210.2.1~~10.209.2.1 Definition

Aquatic Facility: A facility that contains one or more swimming pools, splash pads, and supporting infrastructure.

~~10.210.3.~~10.209.3. **Athletic Facility**

~~10.210.3.1~~10.209.3.1 Definition

Athletic Facility: An area, field, building or combination thereof, that is constructed and equipped for use in participatory and/or spectator-oriented sports and athletics. This use includes, but is not limited to, facilities intended for the instruction, practice, and competitive events associated with basketball, volleyball, soccer, tennis, gymnastics, swimming, baseball or football. Accessory uses may include offices, snack bars, limited sales, and locker rooms.

~~10.210.4.~~10.209.4. **Cemetery**

~~10.210.4.1~~10.209.4.1 Definition

Cemetery: A place or ground used or intended to be used for the burial or entombment of the dead, whether human or animal, including a mausoleum. This does not include crematories or mortuaries.

~~10.210.4.2~~10.209.4.2 Conditions

(a) Cemeteries are prohibited on parcels occupied by residences.

~~10.210.5.~~10.209.5. **Community Facility**

~~10.210.5.1~~10.209.5.1 Definition

Community Facility: Publicly owned facility or building primarily intended to serve the community's recreational, educational, cultural, administrative, and entertainment needs including, but not limited to, police and fire stations, government administration buildings, community centers, maintenance facilities, and related accessory uses.

~~10.210.6.~~10.209.6. **Golf Course**

~~10.210.6.1~~10.209.6.1 Definition

Golf Course: A tract of land laid out with at least nine holes for playing a game of golf and improved with tees, greens, fairways, and hazards. Golf courses may also include a clubhouse with a restaurant, bar, practice area, driving range, and other related accessory structures. This does not include a miniature golf course.

~~10.210.7.~~10.209.7. **Hospital**

~~10.210.7.1~~10.209.7.1 Definition

Hospital: A facility, whether or not licensed or required to be licensed by the State of Texas, providing primary health services and medical or surgical care to the persons, primarily inpatients, suffering from illness, disease, injury, deformity, and other abnormal physical or mental conditions, and related facilities.

~~10.210.8.~~10.209.8. **Park**

~~10.210.8.1~~10.209.8.1 Definition

Park: An open recreation facility or tract of land available to the general public.

~~10.210.9.~~10.209.9. **Park And Ride Lot (as Principal Use)**

~~10.210.9.1~~10.209.9.1 Definition

Park and Ride Lot: Parking facility provided for users of a public transit facility located on the site.

~~10.210.10.~~10.209.10. **Public Utility Substation**

~~10.210.10.1~~10.209.10.1 Definition

Public Utility Substation: A facility used for collecting, processing, or distributing a public utility commodity. Public utility substations include electrical substations and high-tension power distribution lines, water tanks and pumps, telephone switching offices and exchanges, and similar uses; but not wireless service facilities, storage and equipment yards, and business offices.

~~10.210.11.~~10.209.11. **Religious Land-Use or Assembly**

~~10.210.11.1~~10.209.11.1 Intent

Places of religious assembly play a positive role in their host communities and shall be planned carefully, to ensure they have the same positive impact on the city's built environment as they do on the spiritual development and quality of life of its citizens.

~~10.210.11.2~~10.209.11.2 Definition

Religious Land-Use or Assembly: A structure or group of structures intended for regular gatherings of people to attend, participate in or conduct religious services and other related activities and associated accessory uses. Associated accessory uses may include religious instruction classrooms, offices, counseling programs, private school, youth programs, parking, child and adult daycare facilities, summer camps, recreational facilities, caretaker's quarters, temporary food bank, thrift shop, sale of religious items, and cemeteries. Parochial schools are permitted per Section 10.209.12~~10.209.12~~~~10.209.13~~.

~~10.210.11.3~~10.209.11.3 Conditions

(a) Conditional review criteria for places of worship or assembly include the standard review criteria in Chapter 8 (Procedures), and the following:

(1) Traffic generation, parking and circulation, and the potential impact on surrounding areas.

(2) Site design, landscaping, lighting, signage and other features.

(3) Building size and scale, and compatibility with surrounding existing and future land uses.

(4) Potential noise detectable at the property line.

(5) Accessory uses, including parsonages, schools, day care, and offices for organizations directly related to the institution.

(b) Places of worship or assembly shall have direct access from a collector or higher street.

(c) Social groups, activity groups, spiritual development groups and organizational committees related to a congregation may meet in a congregant's home without conditional approval. Likewise, small gatherings of people for ceremonies that could be described as the equivalent of a religious service do not require conditional approval.

~~10.210.12.~~10.209.12. **School**

~~10.210.12.1~~10.209.12.1 Definition

School: A public or private educational facility serving at least six students offering instruction at the elementary, junior, middle, and high school levels in the branches of learning and study required to be taught in the schools of Texas. This also includes colleges and universities. This does not include home schooling of children by parents or tutors at their residence.

~~10.210.12.2~~10.209.12.2 Conditions

(a) Specific use permit review criteria for schools include the standard review criteria in Chapter 8 (Procedures), and the following:

(1) Traffic generation, parking and circulation, and the potential impact on surrounding areas.

(2) Building and site design, including architecture, landscaping, lighting, signage and other features.

(3) Building size and scale, and compatibility with surrounding existing and future land uses.

(4) Potential noise detectable at the property line.

(5) Accessory uses, including stadiums and athletic fields.

(b) Schools shall have direct access from a collector or higher street.

~~10.210.13.~~**Chapter 3.**

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~~10.211.~~10.301. Temporary Uses

~~10.211.1.~~10.301.1. **Construction Equipment Storage Lot**

~~10.211.1.1~~10.301.1.1 Definition

Construction Equipment Storage Lot: Temporary use where vehicles, materials, equipment, sorted debris intended for recycling, and fill material accessory to a construction project is kept.

~~10.211.1.2~~10.301.1.2 Permitted Locations and Duration

(a) Construction equipment storage lots are subject to specific use permit review in all zoning districts.

(b) Construction equipment storage lots may be used for up to one year. The ~~Director of Development Services~~Development Services staff may approve an extension of six months on a written request that details reasons for the requested extension.

~~10.211.1.3~~10.301.1.3 Conditions

(a) Sites are used only for construction equipment used for a project on that parcel, an adjacent parcel, or other parcels in the same subdivision. For street construction

projects, a construction equipment storage lot shall be placed on a N-2, CC or B zoned parcel next to the street.

(b) Sites cannot be used as a staging area for off-site construction activity.

(c) Equipment is removed when construction is complete.

(d) On-site disposal of waste or scrap materials is prohibited.

(e) Sites shall be watered down as needed to prevent fugitive dust.

(f) Manufacturing activity, such as an asphalt hot-mix plant, concrete batch plant or rock crushing, are prohibited.

(g) Sites shall be maintained in a neat, orderly fashion. Sorted debris to be recycled and fill shall be covered to prevent fugitive dust and trash.

(h) Sites shall be reclaimed as close to their original condition as possible in thirty (30) days after construction is complete.

~~10.211.2.~~10.301.2. Construction Field Office

~~10.211.2.1~~10.301.2.1 Definition

Construction Field Office: Site and structure, usually a portable building, used for temporary offices related to construction activity.

~~10.211.2.2~~10.301.2.2 Permitted Locations and Duration

(a) Construction field offices are permitted by right in all zoning districts, subject to site plan approval by Development Services staff. Construction field offices may be used during the associated construction project.

~~10.211.2.3~~10.301.2.3 Performance Standards

(a) Field offices may only be used for a project on that parcel, an adjacent parcel, or other parcels in the same subdivision. For street construction projects, a construction field office may be placed on N-2, CC and B zoned parcels no more than one thousand (1,000) feet from the street.

(b) Field offices cannot have sleeping and/or cooking facilities.

(c) Field office sites shall be maintained in a neat, orderly fashion.

(d) Field office structures shall meet setback standards in the underlying zoning district.

(e) Field office sites shall be reclaimed as close to their original condition as possible in thirty (30) days after construction is complete, or a certificate of occupancy for the associated project is complete.

~~10.211.3.~~10.301.3. Garage Sale

~~10.211.3.1~~10.301.3.1 Definition

Garage Sale: The sale of used or secondhand items of personal property at a dwelling unit. This term also includes "yard sales," "tag sales," "porch sales," "lawn sales," "rummage sales," "estate sales" or similar sales of tangible personal property at a dwelling unit.

~~10.211.3.2~~10.301.3.2 Permitted Locations and Duration

(a) Garage sales may be up to three days long. A garage sale at an individual dwelling unit may only be held two times per year at the dwelling unit.

(b) Garage sales held by a block club, neighborhood organization, homeowners association or similar group may be held twice in a calendar year.

~~10.211.3.3~~10.301.3.3 Conditions

(a) Garage sales cannot create a disturbance or become a nuisance in the surrounding area.

~~10.211.4.~~10.301.4. Mobile Food Vendors

~~10.211.4.1~~10.301.4.1 Definitions

Mobile Food Vendors: A business that operates or sells food for human consumption from a cart, trailer or kitchen mounted on a chassis, with an engine for propulsion, or that remains connected to a vehicle with an engine for propulsion or disconnected from an engine for propulsion.

~~10.211.4.2~~10.301.4.2 Conditions

(a) A mobile food vendor shall have proof of current inspections from the Fire Marshal and Williamson County and Cities Health District (WCCHD).

(b) Proof of valid registration from Texas Department of Motor Vehicles for the mobile food vendor unit.

(c) Any mobile food vendor that wishes to locate and remain stationary on a private lot within a permitted zoning district shall require approval by the Development Services Department. Approvals shall be valid for one year and are site-specific.

(d) If a mobile food vendor is stationary for a minimum of two business hours on a private lot, preparing and serving food from the mobile food unit, not serving from or within the right-of-way, and located on a private lot, the mobile food vendor shall provide a notarized agreement between the property owner the property owner's designee and the vendor stating the vendor, employees, and customers have permission to occupy the area and have access to public restrooms during all hours of operation.

(e) A mobile food vendor shall provide a scaled site plan showing the proposed food truck location in relation to the lot boundary, distance from other food trucks (if applicable), and any site amenities (seating, landscaping, improved parking area, etc.).

(f) The mobile food vendor shall show proof of contract for wastewater removal with a vendor approved by Texas Commission on Environmental Quality (TCEQ) to dispose of all wastewater from the mobile unit if there is no approved wastewater connection and grease trap on site. All mobile food vendors are required to comply with Hutto's Illicit Discharge Ordinance (City Code of Ordinances 24.08.002).

(g) The mobile food vendor shall show proof of contract for waste grease recycling and/or removal. All mobile food vendors are required to comply with Hutto's Illicit Discharge Ordinance (City Code of Ordinances 24.08.002).

(h) This section does not apply to special events and small market events. Motor vehicles in the designated vendor zone that sell food items shall be designed and

intended for vending. Ordinary vehicles, vans, and pick-up trucks shall not be permitted for food vending operations. The International Property Maintenance Code, federal, state and county codes, and all other applicable codes and ordinances adopted by the City shall apply to the designated vendor zone regarding structures and properties.

~~10.211.5.~~10.301.5. Model Home/Lot Sales

~~10.211.5.1~~10.301.5.1 Definition

Model Home/Lot Sales: A dwelling unit temporarily used for display purposes as an example of dwelling units available or to be available for sale or rental in a particular subdivision or other residential development approved by the City. Model homes may also incorporate sales or rental offices for dwellings within the development.

~~10.211.5.2~~10.301.5.2 Conditions

(a) Model homes shall be issued a temporary certificate of occupancy. The temporary certificate of occupancy will expire in one (1) year, unless the approval condition still exists.

(b) If garage space was used as office space, it shall be converted back into a garage for vehicle parking before a permanent certificate of occupancy is issued.

(c) Once all other homes the builder plans to build in a development are sold, the model home shall be placed on the market and sold as a residence.

(d) Model homes may be used to market homes only in the development where they are placed.

~~10.211.6.~~10.301.6. Portable Storage Container

~~10.211.6.1~~10.301.6.1 Definition

Portable Storage Container: A container designed for temporary storage of personal property, usually delivered and removed by truck or trailer.

~~10.211.6.2~~10.301.6.2 Conditions

(a) Portable storage container size shall be no more than sixteen (16) feet long, no more than eight (8) feet high and no more than eight (8) feet wide.

(b) Only one (1) portable storage container may be on a property.

(c) Portable storage containers shall be placed on a hard surfaced area, such as a driveway.

(d) Portable storage containers may be placed on a property for no more than thirty (30) consecutive days and no more than sixty (60) days in a calendar year, and only in conjunction with moving and relocation activity.

(e) Portable storage containers require a permit from the Development Services Department. A placard will be issued that prominently shows the date of placement and removal.

~~10.211.7.~~10.301.7. **Temporary Building**

~~10.211.7.1~~10.301.7.1 Definition

Temporary Building: A building or structure intended to provide basic shelter from the elements, usually fabricated away from the site where it is located, designed for placement where there is no permanent foundation, and intended for removal after a short time.

~~10.211.7.2~~10.301.7.2 Permitted Locations and Duration

(a) Temporary buildings may be used for one year. After one (1) year, the building shall be removed or replaced with a permanent structure, or the specific use permit approval shall be renewed for another year. Maximum duration of a temporary building is five (5) years. A temporary building cannot be replaced with another temporary building.

~~10.211.7.3~~10.301.7.3 Conditions

(a) Temporary buildings are subject to setback, site planning, landscaping and parking standards in the underlying zoning district or applicable to the use, and shall meet all fire code requirements.

(b) Temporary buildings cannot be placed in front of a principal building.

(c) Temporary buildings providing classrooms for schools, places of worship and assembly, and similar institutions may be permitted only where those buildings are part of an approved site plan for future development of the site.

(d) Temporary building sites shall be reclaimed as close to its original condition as possible in thirty (30) days after temporary buildings are removed, if they are not replaced with a permanent structure.

~~10.212.~~10.302. Accessory Uses

~~10.212.1.~~10.302.1. **Antenna, Radio Hobbyist**

~~10.212.1.1~~10.302.1.1 Definition

Antenna, Radio Hobbyist: Exterior transmitting or receiving device, and its support structure, used in telecommunications that radiates and captures radio signals on frequencies allocated by the Federal Communications Commission for amateur (ham) radio, Citizens Band (CB), and General Mobile Radio Service (GMRS) use; or captures radio signals as part of a hobby. This does not include roof mounted whip antennas or simple wire antennas not supported by a dedicated antenna tower.

~~10.212.1.2~~10.302.1.2 Conditions

(a) Towers shall be placed outside the front yard, outside of required setback areas.

(b) Towers shall be set back a distance of at least fifty percent (50%) of its height from all property lines, and set back from other on- and off-site towers and supporting structures far enough so one tower does not strike another tower, support structure or overhead utilities if a tower or support structure fails.

(c) Antenna elements cannot overhang into required setbacks.

(d) Only one (1) amateur radio antenna tower is permitted on a property. Where the main use is an amateur radio club, more than one tower is permitted if space and setbacks permit.

(e) Builders of radio hobbyist antennas shall sign a hold harmless agreement, acknowledging the City is not responsible for enforcing covenants that restrict or prohibit amateur radio towers, and is not responsible for conflicts with covenants or property owner associations.

(f) Hobby radio operations shall conform to FCC rules. Externalities resulting from illegal radio operation that affect neighboring properties are considered a zoning violation and will also be reported to appropriate law enforcement and federal government agencies.

~~10.212.2.~~10.302.2. **Antenna, Non-Residential Use**

~~10.212.2.1~~10.302.2.1 Definition

Antenna, Non-Residential Use: Exterior transmitting or receiving device, and its supporting structure, used in telecommunications that radiates and captures radio signals used in the day-to-day operation of a non-residential use such as a business, government agency, or other organization. This does not include wireless facilities, speculative towers leased to businesses and services located off-site, and broadcasting.

~~10.212.2.2~~10.302.2.2 Conditions

(a) Towers shall be placed outside the front yard, and outside of required setback areas.

(b) Towers shall be set back a distance of at least fifty percent (50%) of its height from all property lines, and set back from other on- and off-site towers and supporting structures far enough so one tower does not strike another tower, support structure or overhead utilities if a tower or support structure fails.

(c) Towers shall be self-supporting. Towers cannot be supported with guy wires.

(d) Antenna elements cannot overhang into required setbacks.

10.302.3. Fueling Station

10.302.4. Definitions

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Fueling Station: An establishment engaged primarily in the sale of gasoline, petroleum products, electric energy, and fuels, including renewables.

10.302.5. Conditions

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10.302.6. When adjacent to residential zoning districts, the following conditions shall be met:

10.302.7. Building Signage

10.302.8. All building signage shall face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing the property is allowed.

10.302.9. Operating Hours

10.302.10. Hours are limited to 7:00 AM to 10:00 PM, unless otherwise approved by specific use permit.

10.302.11. Wireless Facility

Those most likely to refer to wireless facility are zoning and leasing consultants and RF engineers representing wireless service providers. Most other land use standards are not germane to their site selection process. For ease of reference and reproduction, the design criteria for wireless facilities are included here instead of the use specific design rules in Section 10.305.

10.302.12. Intent

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To accommodate wireless communication needs of Hutto residents, businesses and visitors, while protecting the City's public health, safety, general welfare and visual environment, these standards for wireless facilities are established to:

10.302.13. Enhance the ability to provide wireless services to City residents, businesses and visitors.

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10.302.14. Protect the City's environmental resources and visual environment from the potential adverse visual effects of wireless facility development, through careful design and siting standards.

10.302.15. Reduce the number of towers needed to provide communications services, by requiring placement of new facilities on existing structures wherever possible, and requiring co-location of wireless providers on existing and new towers.

10.302.16. Use performance standards and incentives to promote the location of wireless facilities on concealed structures and existing buildings and towers.

10.302.17. Definitions

10.302.18. *Wireless Facility, Attached:* Wireless facility incorporating an antenna mounted on an existing building, silo, smokestack, water tower, utility or power pole, or support structure other than an antenna tower.

10.302.19. *Wireless Facility, Concealed:* Wireless facility incorporating an antenna with a support structure that screens or camouflages the presence of antennas and/or towers from public view, in a way appropriate to the site's context and surrounding environment including, but not limited to, manmade trees, clock towers, flagpoles, light structures, steeples, and similar objects.

10.302.20. *Wireless Facility, Freestanding:* Equipment, physical plant and area of the property and/or building used to provide wireless services, including cables and wires, conduits, pedestals, antennas, towers, concealed structures, electronic devices, equipment buildings and cabinets, landscaping, fencing and screening, and parking areas. Also known as a cellular tower, cell site, or CMRS facility.

10.302.21. Permitted Locations

10.302.22. Attached Facilities

Attached wireless facilities are permitted or considered as follows:

10.302.23. Wireless equipment attached to or mounted on an existing building or structure (or later similar replacement structure) is permitted by right in the N-2, CC, B, and M districts, subject to design review and approval by Development Services staff.

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10.302.24. Wireless equipment attached to or mounted on an existing building or structure (or substantially similar replacement structure) is subject to specific use permit review in AR, R-1, N-1, N-2(H), MU-1, MU-2 and PR districts.

10.302.25. Wireless equipment on residential buildings with less than four dwelling units is prohibited.

10.302.26. Concealed Facilities

Concealed facilities are permitted or considered as follows:

10.302.27. Concealed facilities no more than forty (40) feet high are permitted by right, subject to design review and approval by Development Services staff, in N-2, N-2(H), CC, B, and M districts.

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10.302.28. Concealed facilities no more than forty (40) feet. high at schools, places of worship, amenity centers, community facilities and other sites not primarily occupied by residential uses are subject to specific use permit review in AR, R-1, N-1, MU-1, MU-2 and PR districts.

10.302.29. Freestanding Facilities

Freestanding wireless facilities are permitted as follows:

10.302.30. Freestanding wireless facilities are subject to specific use permit review in CC, B, M, and PR districts.

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10.302.31. Towers thirty-five (35) feet to one hundred (100) feet tall shall be separated from existing towers by at least two thousand five hundred (2,500) feet. Towers greater than one hundred (100) feet tall shall be separated from existing towers by at least three thousand five hundred (3,500) feet.

10.302.32. Conditions: Preferred Facility Types

10.302.33. Order of preference for new permanent wireless facilities, from most preferred to least preferred, is:

10.302.34. Co-location on existing tower or broadcast antenna towers (if not technically possible, then);

10.302.35. Attached antennas (if not technically possible, then);

10.302.36. Concealed/stealth antennas

10.302.37. Freestanding antenna structures that are not concealed or “stealthed” are permitted only when no other viable options are available for the free standing facility.

10.302.38. Conditions: Co-Location

10.302.39. Cooperation

10.302.40. Wireless providers shall cooperate in good faith to achieve collocation of wireless facilities and equipment with other wireless providers.

10.302.41. Wireless providers cannot act to exclude other providers from co-locating on the same building, structure or location when co-location is structurally, technically and otherwise possible.

10.302.42. Provisions for Co-Location at New Facilities

10.302.43. Freestanding wireless antenna support structures and facilities at least thirty-five (35) feet tall shall be designed to accommodate two or more carriers.

10.302.44. Conditions: Design

10.302.45. Setbacks

10.302.46. Freestanding wireless antenna towers shall be set back a minimum distance of three(3) times the tower height from limited access highways and major and minor arterials. Otherwise, freestanding wireless antenna towers shall be set back a distance equal to or more than the structure height from property lines.

10.302.47. Ground mounted equipment setback standards are the same as for buildings in the underlying zoning district.

10.302.48. Facility Design

10.302.49. Wireless facilities shall be consistent with the surrounding built environment (planned or existing) considering exterior materials, roof form, scale, mass, color, texture and character. Facilities shall also be compatible with the surrounding natural environment considering landforms, topography, and other natural features.

10.302.50. If a facility is an accessory use to an existing use, the facility shall be constructed from materials equal to or better than the materials of the principal use.

10.302.51. Attached Antenna Design

10.302.52. Building mounted antennae shall be mounted flush as possible to the host structure, without projecting above the parapet.

10.302.53. Roof mounted antennae may be no more than ten (10) feet over the building height, and may exceed the maximum building height requirement in the underlying zoning district. Roof mounted antennae shall be placed as close to the center of the roof as possible.

10.302.54. Building and roof mounted antennae and supporting structures shall be placed, painted and/or screened to be architecturally and visually compatible with the host structure, and integrated into the architectural details of the building as much as possible.

10.302.55. Freestanding Antenna Design

10.302.56. Wireless towers, structures and equipment shall be painted or coated with muted earth colors that provide camouflage and blend with the surrounding built and natural environment.

10.302.57. Guyed towers are prohibited.

10.302.58. Equipment Building and Cabinet Design

10.302.59. Equipment buildings and screening walls shall be compatible with the surrounding built environment, considering exterior materials, roof form, scale, mass, color, texture and character.

10.302.60. Equipment buildings and screening walls shall be constructed with materials that are equal to or better than the materials of the principal use.

10.302.61. Equipment cabinets shall be placed, painted and/or screened to be architecturally and visually compatible with the surrounding built and natural environment.

10.302.62. Screening and Landscaping

10.302.63. Screening and landscaping appropriate to the context of the site and in harmony with the character of the surrounding environment is required when part of a facility is visible from a public right-of-way or adjacent properties.

10.302.64. Landscaping shall form a dense cluster at the base of the facility or screening wall. Trees spaced thirty (30) feet apart shall be planted along the street of facilities that front on a public street.

10.302.65. Lighting

10.302.66. Antenna structures cannot be artificially lighted unless required by the FAA or other state or federal agency.

10.302.67. Beacons shall be used instead of strobe lights if aviation-related safety lighting is required.

10.302.68. Security lighting may be mounted no more than twenty (20) feet high and shall be directed toward the ground to reduce light pollution, prevent offsite light spillage, and avoid illuminating the tower.

10.302.69. Noise

10.302.70. Equipment cannot generate noise that may be heard beyond the site. Exceptions are generators used in emergencies where the regular power supply for a facility is temporarily interrupted, air conditioners, and noise made during regular maintenance.

10.302.71. Conditions: Abandonment

10.302.72. Wireless facilities are considered abandoned if they are unused by all providers at the facility for one hundred eighty (180) consecutive days.

10.302.73. Development Services staff may request documentation about tower or antenna usage from the facility owner.

10.302.74. When abandoned, the facility owner shall reuse the facility in ninety (90) days, transfer the facility to another owner who will reuse it, or dismantle and remove the facility.

10.302.75. If the facility remains ninety (90) days after abandonment, the City may remove it at the facility and/or property owner's expense. If the facility is removed, City approval of the facility will expire.

10.302.76. Conditions: Information Disclosure

10.302.77. Wireless providers shall meet with Development Services staff at their request to give information about the proposed system design. Information will not be recorded and is treated as a confidential trade secret.

10.302.78. Development Services staff may share non-confidential information with other interested parties seeking to place wireless facilities in the City, to promote co-location and co-development of facilities.

~~10.212.3.~~10.302.79. **Donation Box**

~~10.212.3.1~~10.302.79.1 Definition

Donation Box: A container or structure located outside of an enclosed building, used for collection of charitable or for-profit donated items.

~~10.212.3.2~~10.302.79.2 Conditions

(a) Specific use permit approval applies for two years.

(b) After two years, the donation drop-off box shall be removed, or the specific use permit approval renewed.

(c) One donation box may be placed on a property.

(d) Donation boxes cannot obstruct pedestrian or vehicular circulation, nor be located in public rights-of-way, required building setbacks, landscape areas, areas in front of the primary building on the site, drive aisles, required parking spaces, fire lanes, loading zones, or other unsafe location.

(e) Donation boxes may have a capacity of no more than six (6) cubic yards (162 cubic feet), and a height of no more than six and a half (6.5) feet.

(f) Donation boxes shall be clearly marked with:

(1) The specific items and materials requested for donation;

(2) The name of the operator or owners of the donation container;

(3) A local telephone number where the owner, operator or agent of the owner or operator may be reached at any time, and;

(4) A notice stating that no items or materials may be left outside of the box.

(g) Donated items shall be collected and stored in the box. Donated items cannot be left outside of boxes. Donations not fully enclosed in a donation box are considered a zoning violation and public nuisance, with the donations and box subject to removal by the City at the owner's expense.

~~10.212.4.~~10.302.80. **Drive-Through Facility**

~~10.212.4.1~~10.302.80.1 Definition

Drive-Through Facility: Element of a business where goods or services are passed through exterior windows or mechanical devices to patrons in queued motor vehicles.

~~10.212.4.2~~10.302.80.2 Conditions

(a) Drive-through facilities shall be greater than one hundred (100) feet from a residential zoning district.

(b) Drive-through facilities are subject to additional regulations in Chapter 3.

10.302.81. Home Occupation

10.302.82. Definition

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Home Occupation: An occupation or business activity that results in a product or service for financial gain and is conducted in whole or part in the dwelling unit or accessory building and is clearly an accessory or incidental use and subordinate to the residential use of the dwelling unit. Home occupations do not include businesses conducted in designated live- work residence.

10.302.83. Permitted Locations

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10.302.84. Home occupations permitted by right are limited to uses that are primarily office oriented, where the residential character of the home is unchanged. Types of businesses and professions typical of home occupations include, but are not limited to: art studio; home office for telecommuting; food catering; professional office; office for insurance or real estate sales; computer consulting and desktop publishing; tutoring; music instruction; limited mail order and Internet sales; counseling, and no more than one sales party per month.

10.302.85. Prohibited Uses

Uses that could potentially alter the residential character of the surrounding neighborhood, and uses with a pronounced tendency to grow to where the residential character of a dwelling is compromised, are prohibited as home occupations. Types of businesses and professions typical of those prohibited for home occupations include, but are not limited to: barber and beauty services, machine shop; medical, dental or veterinary office; massage therapy (on-site); vehicle repair or body work; vehicle sales, vehicle storage; vehicle restoration; private schools with scheduled or organized classes; retail sales; restaurant; welding; undertaking; and boarding houses.

10.302.86. Conditions

10.302.87. Area and Location

10.302.88. Home occupations can occupy no more than two hundred (200) square feet or no more than ten percent (10%) of a dwelling floor area. Occasional meetings can exceed the floor area standards.

10.302.89. Home occupations are prohibited in accessory buildings. Occupied accessory dwelling units are exempted.

10.302.90. Employees

10.302.91. Employees of home occupations are limited to people living in the dwelling.

10.302.92. External Effects

10.302.93. Noise, vibration, odor, glare, smoke, and other external effects cannot be detectable off-site.

10.302.94. Changes to the residence exterior that detract from the residential character of the neighborhood are prohibited.

10.302.95. Outdoor storage of goods and materials are prohibited.

10.302.96. Parking and Traffic

10.302.97. Parking shall be off-street, except for occasional meetings.

10.302.98. Traffic cannot exceed that typical of a residential neighborhood.

10.302.99. Truck pick-up and delivery is prohibited, except occasional service by parcel carriers serving residential customers in the area.

10.302.100. Sales

10.302.101. Only incidental sales of services and products are permitted. Sales between the proprietor and the public at the residence are prohibited, excluding occasional sales parties (one per month maximum).

10.302.102. Signage and Advertising

10.302.103. Signage identifying the home occupation is prohibited.

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10.302.104. Vehicles

10.302.105. Heavy equipment and commercial vehicles cannot be stored on residential properties.

10.302.106. Visitation

10.302.107. Home occupations can have no more than four (4) business-related visitations a day. Monthly sales parties are exempted.

10.302.108. Visitations are restricted to the hours between 6:00 AM and 9:00 PM only.

10.302.109. Small items for repair cannot be dropped off or picked up.

10.302.110. Advertising shall not publicize the address, which could attract people to the home and harm the residential character of the surrounding area.

10.302.111. Residential Accessory Structure

10.302.112. Definition

Residential Accessory Structure: Structures such as a shed, carport, or garage that is detached from and incidental to a residential host structure. This does not include accessory dwelling units.

10.302.113. Conditions

10.302.114. Residential accessory structures cannot be the primary structure on a lot.

10.302.115. Accessory structures cannot have separate electrical meters or kitchen facilities.

10.302.116. Accessory structures at least two hundred (200) square feet shall be designed so they are architecturally integrated with the host structure through, architectural elements, color, roof pitch and roofing materials.

10.302.117. Satellite Dish

10.302.118. Definition

Satellite Dish: Earth station antenna at least two (2) feet in diameter, used for satellite communication services.

10.302.119. Permitted Locations

10.302.120. Satellite dishes no more than six (6) feet tall, and no more than ten (10) feet in diameter, used for audio and video reception and high-speed Internet access at residences, or day-to-day operation of a business or service on the property, are conditionally permitted in all zoning districts.

10.302.121. Satellite dishes at least six (6) feet tall or at least ten (10) feet in diameter, used in day-to-day operation of a business or service on the property, are conditionally permitted in all zoning districts.

10.302.122. These standards do not apply to small (no more than two (2) feet in diameter) DBS (Dish Network, DirecTV), satellite internet, and similar dishes.

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10.302.123. Conditions

10.302.124. Satellite dishes shall be placed outside of the front yard, and behind the front of the house or main building, at least ten (10) feet from interior and rear property lines.

10.302.125. Structural bases of satellite dishes shall be screened from public view and from adjoining properties by walls, fences, buildings, and/or landscape at least six (6) feet high.

10.302.126. Wires and cables connected to the dish or supporting structures shall be placed underground, except fires and cables flush with the surface of a building or the dish structure.

10.302.127. Satellite dishes cannot have advertising or highly reflective surfaces that are visible from adjacent properties or the public right-of-way.

10.302.128. Swimming Pool

10.302.129. Definition

Swimming Pool: Manmade water body designed for swimming and bathing. This does not include wading pools (no more than thirty (30) inches deep), spas and hot tubs, or pool sales.

10.302.130. Conditions

10.302.131. Swimming pools shall not encroach into any easements or setbacks.

10.302.132. Swimming pool areas shall be enclosed by a screen or a fence four (4) to six (6) feet tall. Gates leading to the pool area from the street or adjacent properties shall be self-latching to prevent uncontrolled access.

10.302.133. Vending Machine (Outdoor)

10.302.134. Definition

Vending Machine (Outdoor): Machine with a footprint of at least four (4) square feet located outside of an enclosed building, which dispenses products stored in the machine by insertion of cash, credit or debit card, tokens, or similar objects. This does not include newspaper boxes.

10.302.135. Permitted Locations

10.302.136. Vending machines located inside an enclosed building are not regulated by this section.

10.302.137. Conditions

10.302.138. One vending machine per five thousand (5,000) square feet of host structure GFA is permitted on a site, with a maximum of ten (10) vending machines for a property.

10.302.139. Vending machines cannot obstruct pedestrian or vehicular circulation, or be located in public rights-of-way, required building setbacks, landscape areas, areas in front of the primary building on the site, drive aisles, required parking spaces, fire lanes, loading zones, or other locations that may be unsafe or create a condition detrimental to surrounding land uses and developments.

10.302.140. Vending machines shall be at least one hundred (100) feet from residential zoning districts. Vending machines on sites next to residential zoning districts, places of residence such as nursing homes and extended care facilities, and lodging establishments cannot have audible alerts or messages, and shall be positioned so illuminated parts face away from residential and lodging uses.

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10.302.141. Illumination and electronic displays for a vending machine shall be static, with no animation or intermittent lighting, intentional or not.

~~**10.212.5.**~~**10.302.142. Free-Standing Cisterns**

~~10.212.5.1~~10.302.142.1 Definition

Free-Standing Cisterns: A reservoir or tank for storing rainwater.

~~**10.212.6. Home Occupation**~~

~~10.212.6.1 Definition~~

~~*Home Occupation:* An occupation or business activity that results in a product or service for financial gain and is conducted in whole or part in the dwelling unit or accessory building and is clearly an accessory or incidental use and subordinate to the residential use of the dwelling unit. Home occupations do not include businesses conducted in designated live- work residence.~~

~~10.212.6.2 Permitted Locations~~

~~(a) Home occupations permitted by right are limited to uses that are primarily office oriented, where the residential character of the home is unchanged. Types of businesses and professions typical of home occupations include, but are not limited to: art studio; home office for telecommuting; food catering; professional office; office for insurance or real estate sales; computer consulting and desktop publishing; tutoring; music instruction; limited mail order and Internet sales; counseling, and no more than one sales party per month.~~

~~(b) Prohibited Uses~~

~~Uses that could potentially alter the residential character of the surrounding neighborhood, and uses with a pronounced tendency to grow to where the residential character of a dwelling is compromised, are prohibited as home occupations. Types of businesses and professions typical of those prohibited for home occupations include, but are not limited to: barber and beauty services, machine shop; medical, dental or veterinary office; massage therapy (on-site); vehicle repair or body work; vehicle sales, vehicle storage; vehicle restoration; private schools with scheduled or organized classes; retail sales; restaurant; welding; undertaking; and boarding houses.~~

~~10.212.6.3 Conditions~~

~~(a) Area and Location~~

~~(1) Home occupations can occupy no more than two hundred (200) square feet or no more than ten percent (10%) of a dwelling floor area. Occasional meetings can exceed the floor area standards.~~

~~(2) Home occupations are prohibited in accessory buildings. Occupied accessory dwelling units are exempted.~~

~~(b) Employees~~

~~(1) Employees of home occupations are limited to people living in the dwelling.~~

~~(c) External Effects~~

(1) Noise, vibration, odor, glare, smoke, and other external effects cannot be detectable off-site.

(2) Changes to the residence exterior that detract from the residential character of the neighborhood are prohibited.

(3) Outdoor storage of goods and materials are prohibited.

(d) Parking and Traffic

(1) Parking shall be off-street, except for occasional meetings.

(2) Traffic cannot exceed that typical of a residential neighborhood.

(3) Truck pick-up and delivery is prohibited, except occasional service by parcel carriers serving residential customers in the area.

(e) Sales

(1) Only incidental sales of services and products are permitted. Sales between the proprietor and the public at the residence are prohibited, excluding occasional sales parties (one per month maximum).

(f) Signage and Advertising

(1) Signage identifying the home occupation is prohibited.

(g) Vehicles

(1) Heavy equipment and commercial vehicles cannot be stored on residential properties.

(h) Visitation

(1) Home occupations can have no more than four (4) business-related visitations a day. Monthly sales parties are exempted.

(2) Visitations are restricted to the hours between 6:00 AM and 9:00 PM only.

(3) Small items for repair cannot be dropped off or picked up.

(4) Advertising shall not publicize the address, which could attract people to the home and harm the residential character of the surrounding area.

10.212.7. Residential Accessory Structure

10.212.7.1 Definition

Residential Accessory Structure: Structures such as a shed, carport, or garage that is detached from and incidental to a residential host structure. This does not include accessory dwelling units.

10.212.7.2 Conditions

(a) Residential accessory structures cannot be the primary structure on a lot.

(b) Accessory structures cannot have separate electrical meters or kitchen facilities.

(c) Accessory structures at least two hundred (200) square feet shall be designed so they are architecturally integrated with the host structure through, architectural elements, color, roof pitch and roofing materials.

10.212.8. Satellite Dish

10.212.8.1 Definition

Satellite Dish: Earth station antenna at least two (2) feet in diameter, used for satellite communication services.

10.212.8.2 Permitted Locations

(a) Satellite dishes no more than six (6) feet tall, and no more than ten (10) feet in diameter, used for audio and video reception and high-speed Internet access at residences, or day-to-day operation of a business or service on the property, are conditionally permitted in all zoning districts.

(b) Satellite dishes at least six (6) feet tall or at least ten (10) feet in diameter, used in day-to-day operation of a business or service on the property, are conditionally permitted in all zoning districts.

(c) These standards do not apply to small (no more than two (2) feet in diameter) DBS (Dish Network, DirecTV), satellite internet, and similar dishes.

10.212.8.3 Conditions

(a) Satellite dishes shall be placed outside of the front yard, and behind the front of the house or main building, at least ten (10) feet from interior and rear property lines.

(b) Structural bases of satellite dishes shall be screened from public view and from adjoining properties by walls, fences, buildings, and/or landscape at least six (6) feet high.

(c) Wires and cables connected to the dish or supporting structures shall be placed underground, except fires and cables flush with the surface of a building or the dish structure.

(d) Satellite dishes cannot have advertising or highly reflective surfaces that are visible from adjacent properties or the public right-of-way.

10.212.9. Swimming Pool

10.212.9.1 Definition

Swimming Pool: Manmade water body designed for swimming and bathing. This does not include wading pools (no more than thirty (30) inches deep), spas and hot tubs, or pool sales.

10.212.9.2 Conditions

(a) Swimming pools shall not encroach into any easements.

(b) Swimming pool areas shall be enclosed by a screen or a fence four (4) to six (6) feet tall. Gates leading to the pool area from the street or adjacent properties shall be self-latching to prevent uncontrolled access.

10.212.10. Vending Machine (Outdoor)

~~10.212.10.1 Definition~~

~~*Vending Machine (Outdoor):* Machine with a footprint of at least four (4) square feet located outside of an enclosed building, which dispenses products stored in the machine by insertion of cash, credit or debit card, tokens, or similar objects. This does not include newspaper boxes.~~

~~10.212.10.2 Permitted Locations~~

~~(a) Vending machines located inside an enclosed building are not regulated by this section.~~

~~10.212.10.3 Conditions~~

~~(a) One vending machine per five thousand (5,000) square feet of host structure GFA is permitted on a site, with a maximum of ten (10) vending machines for a property.~~

~~(b) Vending machines cannot obstruct pedestrian or vehicular circulation, or be located in public rights-of-way, required building setbacks, landscape areas, areas in front of the primary building on the site, drive aisles, required parking spaces, fire lanes, loading zones, or other locations that may be unsafe or create a condition detrimental to surrounding land uses and developments.~~

~~(c) Vending machines shall be at least one hundred (100) feet from residential zoning districts. Vending machines on sites next to residential zoning districts, places of residence such as nursing homes and extended care facilities, and lodging establishments cannot have audible alerts or messages, and shall be positioned so illuminated parts face away from residential and lodging uses.~~

~~(d) Illumination and electronic displays for a vending machine shall be static, with no animation or intermittent lighting, intentional or not.~~

~~10.212.11.~~10.302.143. Wind Energy System

~~10.212.11.1~~10.302.143.1 Definition

Wind Energy System: A wind-driven turbine (whether roof or tower mounted), and associated control or conversion electronics for the purpose of providing electrical power to a privately owned lot or parcel.

~~10.212.12. Wireless Facility~~

~~Those most likely to refer to wireless facility are zoning and leasing consultants and RF engineers representing wireless service providers. Most other land use standards are not germane to their site selection process. For ease of reference and reproduction, the design criteria for wireless facilities are included here instead of the use specific design rules in Section 10.305.~~

~~10.212.12.1 Intent~~

~~To accommodate wireless communication needs of Hutto residents, businesses and visitors, while protecting the City's public health, safety, general welfare and visual environment, these standards for wireless facilities are established to:~~

~~(a) Enhance the ability to provide wireless services to City residents, businesses and visitors.~~

~~(b) Protect the City's environmental resources and visual environment from the potential adverse visual effects of wireless facility development, through careful design and siting standards.~~

(c) Reduce the number of towers needed to provide communications services, by requiring placement of new facilities on existing structures wherever possible, and requiring co-location of wireless providers on existing and new towers.

(d) Use performance standards and incentives to promote the location of wireless facilities on concealed structures and existing buildings and towers.

10.212.12.2 Definitions

(a) *Wireless Facility, Attached:* Wireless facility incorporating an antenna mounted on an existing building, silo, smokestack, water tower, utility or power pole, or support structure other than an antenna tower.

(b) *Wireless Facility, Concealed:* Wireless facility incorporating an antenna with a support structure that screens or camouflages the presence of antennas and/or towers from public view, in a way appropriate to the site's context and surrounding environment including, but not limited to, manmade trees, clock towers, flagpoles, light structures, steeples, and similar objects.

(c) *Wireless Facility, Freestanding:* Equipment, physical plant and area of the property and/or building used to provide wireless services, including cables and wires, conduits, pedestals, antennas, towers, concealed structures, electronic devices, equipment buildings and cabinets, landscaping, fencing and screening, and parking areas. Also known as a cellular tower, cell site, or CMRS facility.

10.212.12.3 Permitted Locations

(a) Attached Facilities

Attached wireless facilities are permitted or considered as follows:

(1) Wireless equipment attached to or mounted on an existing building or structure (or later similar replacement structure) is permitted by right in the N-2, CC, B, and M districts, subject to design review and approval by Development Services staff.

(2) Wireless equipment attached to or mounted on an existing building or structure (or substantially similar replacement structure) is subject to specific use permit review in AR, R-1, N-1, N-2(H), MU-1, MU-2 and PR districts.

(3) Wireless equipment on residential buildings with less than four dwelling units is prohibited.

(b) Concealed Facilities

Concealed facilities are permitted or considered as follows:

(1) Concealed facilities no more than forty (40) feet high are permitted by right, subject to design review and approval by Development Services staff, in N-2, N-2(H), CC, B, and M districts.

(2) Concealed facilities no more than forty (40) feet. high at schools, places of worship, amenity centers, community facilities and other sites not primarily occupied by residential uses are subject to specific use permit review in AR, R-1, N-1, MU-1, MU-2 and PR districts.

(c) Freestanding Facilities

Freestanding wireless facilities are permitted as follows:

(1) Freestanding wireless facilities are subject to specific use permit review in CC, B, M, and PR districts.

(2) Towers thirty five (35) feet to one hundred (100) feet tall shall be separated from existing towers by at least two thousand five hundred (2,500) feet. Towers greater than one hundred (100) feet tall shall be separated from existing towers by at least three thousand five hundred (3,500) feet.

10.212.12.4 Conditions: Preferred Facility Types

(1) Order of preference for new permanent wireless facilities, from most preferred to least preferred, is:

(2) Co-location on existing tower or broadcast antenna towers (if not technically possible, then);

(3) Attached antennas (if not technically possible, then);

(4) Concealed/stealth antennas

(b) Freestanding antenna structures that are not concealed or "stealthed" are permitted only when no other viable options are available for the free standing facility.

10.212.12.5 Conditions: Co-Location

(a) Cooperation

(1) Wireless providers shall cooperate in good faith to achieve collocation of wireless facilities and equipment with other wireless providers.

(2) Wireless providers cannot act to exclude other providers from co-locating on the same building, structure or location when co-location is structurally, technically and otherwise possible.

(b) Provisions for Co-Location at New Facilities

(1) Freestanding wireless antenna support structures and facilities at least thirty-five (35) feet tall shall be designed to accommodate two or more carriers.

10.212.12.6 Conditions: Design

(a) Setbacks

(1) Freestanding wireless antenna towers shall be set back a minimum distance of three(3) times the tower height from limited access highways and major and minor arterials. Otherwise, freestanding wireless antenna towers shall be set back a distance equal to or more than the structure height from property lines.

(2) Ground mounted equipment setback standards are the same as for buildings in the underlying zoning district.

(b) Facility Design

(1) Wireless facilities shall be consistent with the surrounding built environment (planned or existing) considering exterior materials, roof form, scale, mass, color, texture and character. Facilities shall also be compatible with the surrounding

~~natural environment considering landforms, topography, and other natural features.~~

~~(2) If a facility is an accessory use to an existing use, the facility shall be constructed from materials equal to or better than the materials of the principal use.~~

~~(c) Attached Antenna Design~~

~~(1) Building mounted antennae shall be mounted flush as possible to the host structure, without projecting above the parapet.~~

~~(2) Roof mounted antennae may be no more than ten (10) feet over the building height, and may exceed the maximum building height requirement in the underlying zoning district. Roof mounted antennae shall be placed as close to the center of the roof as possible.~~

~~(3) Building and roof mounted antennae and supporting structures shall be placed, painted and/or screened to be architecturally and visually compatible with the host structure, and integrated into the architectural details of the building as much as possible.~~

~~(d) Freestanding Antenna Design~~

~~(1) Wireless towers, structures and equipment shall be painted or coated with muted earth colors that provide camouflage and blend with the surrounding built and natural environment.~~

~~(2) Guyed towers are prohibited.~~

~~(e) Equipment Building and Cabinet Design~~

~~(1) Equipment buildings and screening walls shall be compatible with the surrounding built environment, considering exterior materials, roof form, scale, mass, color, texture and character.~~

~~(2) Equipment buildings and screening walls shall be constructed with materials that are equal to or better than the materials of the principal use.~~

~~(3) Equipment cabinets shall be placed, painted and/or screened to be architecturally and visually compatible with the surrounding built and natural environment.~~

~~(f) Screening and Landscaping~~

~~(1) Screening and landscaping appropriate to the context of the site and in harmony with the character of the surrounding environment is required when part of a facility is visible from a public right-of-way or adjacent properties.~~

~~(2) Landscaping shall form a dense cluster at the base of the facility or screening wall. Trees spaced thirty (30) feet apart shall be planted along the street of facilities that front on a public street.~~

~~(g) Lighting~~

~~(1) Antenna structures cannot be artificially lighted unless required by the FAA or other state or federal agency.~~

(2) Beacons shall be used instead of strobe lights if aviation-related safety lighting is required.

(3) Security lighting may be mounted no more than twenty (20) feet high and shall be directed toward the ground to reduce light pollution, prevent offsite light spillage, and avoid illuminating the tower.

(h) Noise

(1) Equipment cannot generate noise that may be heard beyond the site. Exceptions are generators used in emergencies where the regular power supply for a facility is temporarily interrupted, air conditioners, and noise made during regular maintenance.

10.212.12.7 Conditions: Abandonment

(a) Wireless facilities are considered abandoned if they are unused by all providers at the facility for one hundred eighty (180) consecutive days.

(b) Development Services staff may request documentation about tower or antenna usage from the facility owner.

(c) When abandoned, the facility owner shall reuse the facility in ninety (90) days, transfer the facility to another owner who will reuse it, or dismantle and remove the facility.

(d) If the facility remains ninety (90) days after abandonment, the City may remove it at the facility and/or property owner's expense. If the facility is removed, City approval of the facility will expire.

10.212.12.8 Conditions: Information Disclosure

(a) Wireless providers shall meet with Development Services staff at their request to give information about the proposed system design. Information will not be recorded and is treated as a confidential trade secret.

(b) Development Services staff may share non-confidential information with other interested parties seeking to place wireless facilities in the City, to promote co-location and co-development of facilities.

10.213.10.303. General Performance Standards

10.213.1.10.303.1. General

Permitted uses shall conform in operation, location, and construction to general performance standards and use-specific performance standards. Standards in this section supplement related local (Code of Ordinances), state and federal standards.

10.213.2.10.303.2. Electrical and Radio Frequency Disturbance

Uses cannot create electrical or radio frequency disturbance that adversely affects the operation of electrical and electronic equipment in the vicinity.

10.213.3.10.303.3. Flammable and Explosive Materials

10.213.3.110.303.3.1 Manufacture and Storage of Explosive Materials

(a) Uses involving manufacture or storage of compounds or products that decompose by detonation are prohibited.

(b) Chlorates, nitrates, perchlorates, phosphorus, and similar substances and compounds in small quantities for use by industry, school laboratories, pharmacists or wholesalers may be permitted when approved by the Williamson County Emergency Services District #3 / Hutto Fire Rescue.

~~10.213.3.2~~10.303.3.2 Storage of Flammable Materials

Storage and use of flammable liquids and materials such as pyroxylin plastics, nitrocellulose film, solvents, and petroleum products are permitted only when the storage or use conforms to Williamson County Emergency Services District #3 / Hutto Fire Rescue standards.

~~10.213.4.~~10.303.4. Hazardous and Waste Materials

Storage, use and handling of hazardous substances (as defined by the National Fire Protection Association Guide or successor publication) and/or waste, or the storage and disposal of solid, liquid, gaseous and/or sanitary waste, is prohibited.

~~10.213.5.~~10.303.5. Lighting and Glare

~~10.213.5.1~~10.303.5.1 Outdoor Lighting

Outdoor lighting shall conform to lighting design standards in Section 10.308.

~~10.213.5.2~~10.303.5.2 Glare

Uses cannot produce intense glare or direct illumination across the bounding property line. Glare or light cannot be so intense that it creates a nuisance or detracts from the use and enjoyment of nearby properties.

~~10.213.6.~~10.303.6. Noise

Noise nuisances shall be governed per the City of Hutto Code of Ordinances Chapter 14, Division 2, Article 14.03 Noise.

~~10.213.7.~~10.303.7. Odor

~~10.213.7.1~~10.303.7.1 Offensive and Unhealthy Odors

Uses generating odors of an intensity and character detrimental to the health, safety, welfare or comfort of the public shall be removed, stopped, or modified to remove the odor. The odors shall be reasonably prevented when perceptible at the property line.

~~10.213.7.2~~10.303.7.2 Restaurants and Food Service

Cooking odor shall be removed to the maximum extent possible using best available ventilation technology.

~~10.213.8.~~10.303.8. Outdoor Storage and Display

~~10.213.8.1~~10.303.8.1 General Items and Equipment

General outdoor storage of equipment, machinery, building materials, shipping containers, pallets and similar materials is permitted only in the B district, and shall be screened in conformance to fence design standards in Section 10.307.

~~10.213.8.2~~10.303.8.2 General Outdoor Storage Areas

Areas used for general outdoor storage as an accessory use to a commercial or industrial use shall be screened in conformance to fence design standards in Section 10.307.

~~10.213.8.3~~10.303.8.3 Junk

Outdoor storage of junk is prohibited.

~~10.213.8.4~~10.303.8.4 Off-Site Storage

Outdoor storage and display of items not related to a business on the property is permitted only in the B district, screened in conformance to fence design standards in Section 10.307.

~~10.213.8.5~~10.303.8.5 Recreational Vehicles and Boat Storage

(a) Storage areas for resident-owned recreational vehicles and boats may be designated in residential developments either during the initial review of the development, or later considered subject to specific use permit review. Storage areas shall be owned and maintained by a homeowners association.

(b) Otherwise, off-site storage of recreational vehicles and boats is permitted only in the B district on a parcel approved for vehicle storage use in Section 10.208.10~~10.208.10~~~~10.208.11~~.

~~10.213.8.6~~10.303.8.6 Trash Enclosures

Storage areas, solid waste dumpsters, trash compactors and large items for solid waste pick-up shall be screened in conformance to architecture and fence design standards in Chapter 3.

~~10.213.8.7~~10.303.8.7 Vehicles for Sale

(a) Outdoor display of vehicles for sale or rent, at sites approved for that use, shall conform to the following standards.

(b) Vehicles cannot be displayed or stored in the public right-of-way, private access roads or drive aisles.

(c) Vehicles cannot be displayed or stored in landscape areas or buffers.

(d) Vehicles cannot be displayed or stored on elevated pads, ramps, or similar structures.

(e) Only automobiles, vans, light trucks, and sport utility vehicles with a gross vehicle weight of less than seven thousand five hundred (7,500) pounds intended for sale or rental to the general consumer market may be parked in the row closest to the public right-of-way. Vehicles in the parking row closest to the public right-of- way cannot display attention-getting displays and devices normally not found on vehicles owned by the general public.

(f) Inventory parking cannot cause the amount of parking available for customers, employees and general loading to decrease below the minimum amount required by Section 10.304.9.

(g) Inventory shall be screened from adjacent residential properties in conformance to fence design standards in Section 10.307. Inventory cannot be visible above the peak of the wall when viewed by a person of normal height standing on the ground of adjacent properties.

~~10.213.8.8~~10.303.8.8 Vehicles to be Repaired

(a) Vehicles storage for repair is permitted only on parcels approved for minor and major vehicle repair businesses.

(b) Vehicles stored for repair, and related parts, shall be placed in an area inside the building envelope, screened in conformance to fence design standards in Section 10.307.

(c) Vehicles and parts cannot be visible above the peak of the wall when viewed by a person of normal height standing on the ground of adjacent properties or the closest rights-of-way.

(d) Vehicles and parts shall be set back at least twenty (20) feet from adjacent residential properties.

(e) Ten or less wrecked or inoperable vehicles may be stored outdoors at a major vehicle repair businesses, for active restoration projects or customer repair work. Wrecked or inoperable vehicles shall be stored inside screened areas per Section 10.307.

~~10.213.8.9~~10.303.8.9 Other Products for Sale

(a) Outdoor sales of items not described above shall conform to the following standards.

(b) Outdoor display of items normally produced or sold in the principal structure on the property is permitted during business hours only.

(c) Inventory cannot be displayed between the principal structure and the public right-of-way, except an area ten (10) feet of the front of the building and twenty (20) feet on both sides of the entrance. Exceptions are landscaping materials, nursery stock, sidewalk sales and street fairs, farmer's markets, Christmas tree sales, and garage sales.

(d) Inventory cannot be displayed or stored in landscape areas or buffers; in the public right-of-way or on private access roads; or on elevated pads, ramps and similar structures.

(e) Inventory shall be screened from adjacent residential properties in conformance to fence design standards in Section 10.307. Inventory cannot be visible above the peak of the wall when viewed by a person of normal height standing on the ground of adjacent properties.

(f) Inventory shall be set back at least twenty (20) feet from adjacent residential properties.

~~10.213.8.10~~10.303.8.10 Large Items

Large items shall be presented and stored in a way that minimizes their visual impact. Extending vertical elements of man lifts, cranes, truck mounted cement pumps and similar equipment shall be kept lowered. Large items may be subject to specific use permit review.

~~10.213.8.11~~10.303.8.11 Expected Uses

Screening standards do not apply to working farm equipment used on an operating farm, or construction equipment, vehicles, building materials and field offices for use on the property while a building permit is in effect for construction.

~~10.213.9.~~10.303.9. **Smoke and Particulate Matter**

~~10.213.9.1~~10.303.9.1 Air Pollution

Uses cannot discharge across the lot lines fly ash, dust, smoke, vapors, noxious, toxic or corrosive matter, or other air pollutants in a concentration that is detrimental to health, animals, vegetation or property, or conflicts with public air quality standards as set by the Texas Commission on Environmental Quality and Texas Open Burning Act.

~~10.213.9.2~~10.303.9.2 Fugitive Dust

Uses generating fugitive dust and particulate matter shall be conducted so dust and particulates are not transported across the bounding property line in concentrations of four grains per one thousand (1,000) cubic feet of air or more.

~~10.213.9.3~~10.303.9.3 Gases

Uses cannot emit gas that is injurious or destructive, harmful to person or property, or explosive.

~~10.213.10.~~10.303.10. **Traffic Impact**

Development Services or Public Works staff may require a traffic study for proposals for development projected to generate at least one hundred (100) peak hour vehicle trips. When a traffic impact study is required, the type and scope of the study will be decided during a pre-application meeting with Development Services and Public Works staff. Representatives from other agencies and departments may also be involved.

~~10.213.11.~~10.303.11. **Toxic and Noxious Matter**

Maximum concentration of toxic or noxious matter across a bounding property line is ten percent (10%) of the threshold limit for an industrial worker as determined by state or federal standards, whichever is stricter.

~~10.213.12.~~10.303.12. **Vibration**

Uses cannot generate earth borne vibration limits at the bounding property line that would be detectable without the aid of instruments.

Chapter 3. Development Standards

10.301. Intent

Site design standards establish design criteria and minimum standards for development in the city. The rules are intended to:

(a) Enhance and protect Hutto's character, built environment, quality of life and community image through clearly articulated development design goals and policies, design guidelines and minimum design standards.

(b) Protect and promote Hutto's long-term vitality through design standards that encourage and reward high-quality development while discouraging less attractive and less enduring alternatives.

(c) Minimize adverse impacts of vehicular circulation to existing neighborhoods and to the surrounding physical environment.

(d) Enhance and protect the security and health, safety and welfare of Hutto residents.

10.302. Bulk, Setbacks and Buffers

10.302.1. Intent

Bulk, setback and buffer standards regulate the placement of buildings and other improvements on a parcel. Land use regulations traditionally regulate building placement so adequate light and air can be provided to building occupants and slow the spread of fires from building to building. However, building placement can be crucial in defining a community's sense of place.

10.302.2. Applicability

This section applies in the following areas:

City of Hutto	Hutto extraterritorial jurisdiction (ETJ)
Yes	**No**

10.302.3. Setback Encroachment and Additional Setback Standards

The following outlines additional setback and encroachment requirements for certain structures or uses that are not addressed in the base zoning district standards. Encroachments across property lines, into the public right-of-way, or into utility, drainage, access, or conservation easements are prohibited.

10.302.3.1 General Requirements in Addition to Zoning District Tables

In addition to requirements outlined in the Zoning District Tables in Chapter 2 (Land Use Standards), the following setback requirements apply to other structures or uses in addition to those found in Chapter 2.

Table 302-1: General Requirements

Type of structure or use	Residential uses	Non-residential uses
Air conditioning equipment	Any part of the side and rear yard	~~n~~N/A Preferred to be placed on the roof or reference Section 10.305.3.5
Arbors and trellises	Any yard, at least 5 feet from neighboring property lines	
Awnings	No more than 3 feet into front, side or rear setback; may hang over easements	No more than 6 feet into front, side or rear setback; may hang over easements; may hang over public ROW ~~with approval of City Council~~in the Downtown/Historic District
Backflow prevention devices	Within an easement in the front yard	~~A~~Within an easement in any yard on the site
Bay windows, chimneys, entry vestibules less than 8 feet wide and less than 33% of the wall length, overhanging eaves	No more than 3 feet into any setback	
~~Open deck greater than 5 feet above grade~~	~~At least 5 feet into the rear setback if the area underneath is left unscreened and unenclosed~~	~~n/a~~
~~Open deck no more than 5 feet above grade~~	~~Into the rear setback, at least 10 feet from a property line~~	~~n/a~~
Ramps and other access devices required by the ADA	Any yard on the site	
Retaining walls	Any yard on the site	
Swimming pools and spas	At least 3 feet away from any freestanding structure and at least 5 feet away from all side and rear lot lines; shall be placed in the rear yard and may not be located within any easement. See 10.302.~~4.5~~4.5	

10.302.3.2 Drainage Easement Setbacks

Minimum structural setbacks from drainage easements shall be determined based on the greater of the full studied one percent (1%) floodplain, delineated wetlands or one hundred (100) feet from the centerline of the waterway. However, in no case shall setbacks be less than the following:

(a) Watercourses draining an area of at least a half (0.5) square miles with a defined bed and bank, designated one percent (1%) floodplains, and Category 3 wetlands: 25 feet.

(b) Watercourses draining an area of a half (0.5) to twenty (20) square miles and Category 2 wetlands: 75 feet.

(c) Watercourses draining an area of greater than twenty (20) square miles and Category 1 wetlands: 125 feet.

10.302.4. Bufferyard

10.302.4.1 Bufferyards Between Lots

Bufferyards are required between certain land uses to prevent or minimize potential nuisances such as noise or light and to provide a transition between uses that may not be compatible with each other.

10.302.4.2 Bufferyard Standards

(a) Bufferyards shall be landscaped in accordance with the tree and shrub standards found in Section 10.306.

(b) Bufferyards shall be measured from the property line and extend inward by the required distance. ~~unless an existing easement interferes. In such case, the Director of Development Services may authorize a variation to the bufferyard to accommodate the required planting and bufferyard width to the maximum extent practicable.~~

(c) No site development shall be permitted within a required bufferyard. This includes but is not limited to, parking, drive aisles, alleys, accessory buildings, dumpsters, storage, or light fixtures. Passive recreation, including pedestrian trails and seating areas, may be permitted within required bufferyards, provided that the required depth of the bufferyard and all required plantings are provided.

(d) A non-residential use developed ~~in a residential zoning district will~~adjacent to a residential use shall be required to provide a masonry wall not ess than eight (8) ft in height and a ~~low level~~ bufferyard adjacent to residential development, as defined in Section 10.302.4.3(a).

(e) Detention or retention ponds ~~may be permitted~~ are prohibited within the bufferyard ~~up to twenty-five percent (25%) if it is determined by the City Engineer that there is no other feasible option for the detention of stormwater. If detention or retention is located within the required bufferyard, the requirements of this section shall be met in full within the remaining bufferyard area, and additional screening or aesthetic treatment of the pond may be required depending on the location and circumstances of the site~~.

Commented [MR1]: Per the meeting with the work group they didn't like this. They want us to just say no.

~~(f) The Director of Development Services may approve up to a fifty percent (50%) bufferyard reduction for properties abutting a drainage easement or other designated open space.~~

~~(g)~~(f) Development within or adjacent to a PUD district shall be subject to the bufferyard requirements for the most appropriate zoning district based on the use of the property.

~~(h) Notwithstanding Section~~ 10.302.4.3~~10.302.4.3, Development Services staff may require a masonry wall within a required bufferyard in order to mitigate nuisances caused by light, noise, odor, or any other source.~~

10.302.4.3 Required Bufferyards

The table below indicates the level of bufferyard required between each zoning district or land use. Letters “a” to “c” correspond to the type of bufferyard required and the specific situations in which the bufferyard is required. A box “-“ indicates that a bufferyard is not required between those development types.

Table 302-2: Bufferyard Requirements

	Adjacent District										
	PR	AR	R-1	N-1	N-2	N-2(H)	MU-1	MU-2	CC	B	M
PR	-	-	-	-	-	-	-	-	-	-	-
AR	-	-	-	-	-	-	-	-	-	-	-
R-1	a	a	-	-	-	-	-	-	-	-	-
N-1	a	a	a	-	-	-	-	-	-	-	-
N-2	b	b	b	a	a	a	-	-	-	-	-
N-2(H)	a	a	a	a	a	-	-	-	-	-	-
MU-1	a	a	ba	ba	ba	ba	-	-	-	-	-
MU-2	c	c	c	b	b	b	a	-	-	-	-
CC	b	c	c	b	b	b	b	a	-	-	-
B	c	c*	c*	c*	c*	c*	b	a	-	-	-
M	c	c*	c*	c*	c	c	c	c	b	a	-

*bufferyard C between B/M districts and residential districts have specific provisions; see below.

(a) A low level bufferyard (“a”) shall consist of the following:

(1) A ten (10) foot wide planting area with a continuous landscape hedge not less than three (3) feet in height at maturity is required; or a five (5) foot wide planting area plus a masonry wall, living screen, or wrought iron/metal fence not less than six eight(6 8) feeteight (8) feet in height. is required in accordance with Section 10.301.1.1(a)10.302.4.2(h).

(2) For every fifty (50) linear feet of bufferyard, a minimum of two one (21) canopy trees and one (1) ornamental tree is required. These trees shall be distributed throughout the bufferyard to avoid clustering.

(3) The masonry wall, living screen, or wrought iron/metal fence shall be positioned as the outermost element, with landscaping, such as low shrubs, provided on the exterior side facing the adjacent property or right-of-way to soften the appearance of the wall. To the maximum extent practicable, the visual appearance of the wall shall be attractive with architectural details such as friezes, decorative cornices, tile work, murals, changes in materials, 3D brick patterns, moldings, offsets, reveals, protruding posts pilasters, projecting ribs, or other 3D features incorporating or suggesting architectural or structural members.

(b) A medium level bufferyard (“b”) shall consist of the following:

(1) A twenty (20) foot wide planting area with a continuous landscape hedge not less than three (3) feet in height at maturity is required; or a fifteen (15) foot wide planting area plus an eight (8) foot masonry wall ~~, living screen with approval from the Director of Development Services, or wrought iron/metal fence not less than six (6) feet in height is required in accordance with Section 10.301.1.1(a)10.302.4.2(h).~~

(2) For every fifty (50) linear feet of bufferyard, a minimum of ~~two~~ one (~~2~~1) canopy trees and one (1) ornamental tree is required. These trees shall be distributed throughout the bufferyard to avoid clustering.

~~(2)~~(3) The masonry wall~~, living screen, or wrought iron/metal fence~~ shall be positioned as the outermost element, with landscaping, such as low shrubs, provided on the exterior side facing the adjacent property or right-of-way to soften the appearance of the wall. To the maximum extent practicable, the visual appearance of the wall shall be attractive with architectural details such as friezes, decorative cornices, tile work, murals, changes in materials, 3D brick patterns, moldings, offsets, reveals, protruding posts pilasters, projecting ribs, or other 3D features incorporating or suggesting architectural or structural members

(c) A high level bufferyard ("c") shall consist of the following:

(1) A twenty-five (25) foot wide planting area with a continuous landscape hedge not less than three (3) feet in height at maturity is required; or a twenty (20) foot wide planting area plus an eight (8) foot masonry wall

~~(1) , living screen with approval from the Director of Development Services, or wrought iron/metal fence not less than six (6) feet tall in accordance with Section (a)10.302.4.2(h).~~

(2) For every fifty (50) linear feet of bufferyard, a minimum of ~~two~~ one (~~2~~1) canopy trees and one (1) ornamental tree is required. These trees shall be distributed throughout the bufferyard to avoid clustering.

(3) Any B or M zoning district adjacent to a residentially zoned property shall also provide a planting area with a minimum width equal to the greater of the maximum height allowed in the zoning district, or the height of the industrial use. The planting area shall have an eight (8) foot tall masonry wall in accordance with Section 10.301.1.1(a)~~10.302.4.2(h)~~.

10.302.4.4 Bufferyards Adjacent to Development Perimeter Walls

Where a development perimeter wall is provided, a bufferyard consisting of the following shall be provided between the wall and the street:

(a) A ten (10) foot wide planting area;

(b) For every fifty (50) linear feet of bufferyard, a minimum of two (2) canopy trees and one (1) ornamental tree, and;

(c) A continuous landscape hedge not less than three (3) feet in height at maturity.

10.302.4.5 Swimming pools and spas

Bulk standards for swimming pools and spas are:

(a) Edge of in-ground or above ground pool, and in-ground spas:

- Must be located at least 3 ft. from any freestanding structure, and at least 5 ft. from all side and rear lot lines;
- May not be located within a utility easement; and
- Must be placed in a rear or side yard.

(b) Edge of concrete deck:

- Must be located at least 5 ft. from all side and rear lot lines;
- May not be located within a utility easement; and
- Must be placed in a rear or side yard.

(c) Edge of wood deck:

- Same as for accessory structures in underlying zoning district.

10.303. Site Design

10.303.1. Applicability

This section applies in the following areas:

City of Hutto	Hutto extraterritorial jurisdiction (ETJ)
Yes	**No**

10.303.2. Siting and Orientation: Multiple Household Developments

10.303.2.1 Applicability

These standards apply to all multifamily dwelling uses.

10.303.2.2 Building Orientation

Buildings shall be oriented towards either the perimeter streets, or an internal drive or road network that recreates a traditional grid or traditional village, rather than orientation only to internal parking lots.

10.303.2.3 Common Open Space

(a) Common Open Space Required

The minimum amount of common open space, as a percentage of gross land area, shall be twenty percent (20%).

(b) Common Open Space Siting

(1) Common open space shall be amassed into meaningful, quality open spaces. Designated common open space may be in a natural, undisturbed state, landscaped for more formal courtyards or plazas, or developed for active or passive recreation.

(2) Common open space land shall be compact and contiguous to the maximum extent practicable, unless the land is used as a continuation of an existing greenway, trail, or other linear park, or unless specific topographic features require a different configuration.

(3) Common open space shall be reasonably accessible to all residents of the development.

(c) Areas not considered as common open space

The following do not count towards require common open space:

(1) Private lots, yards, balconies and patios dedicated for use by a specific unit.

(2) Public right-of-way or private streets and drives.

(3) Open parking areas and driveways for dwellings.

(4) Land covered by structures except ancillary structures associated with use of open space such as gazebos and picnic shelters.

(5) Designated outdoor storage areas.

(6) Land areas between buildings, and between building and parking lots or driveways, of greater than forty (40) feet.

(7) Required perimeter setbacks.

(8) Detention/retention facilities, including drainage swales, unless designed for use as accessible and useable year-round community amenities by the residents of the development (e.g., picnic areas, passive recreation areas, playgrounds, ponds for fishing and/or boating, etc.).

(9) Areas under high-tension power lines.

(10) Wetlands that are saturated for greater than fifty percent (50%) of the year.

~~**10.303.3. Alternative Compliance**~~

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~~For developments where application of the common open space requirement may not be practical or appropriate, the Director of Development Services may approve an alternative that provides equivalent open space value or access.~~

~~10.303.4.~~10.303.3. **Siting and Orientation: Non-Residential Sites and Structures**

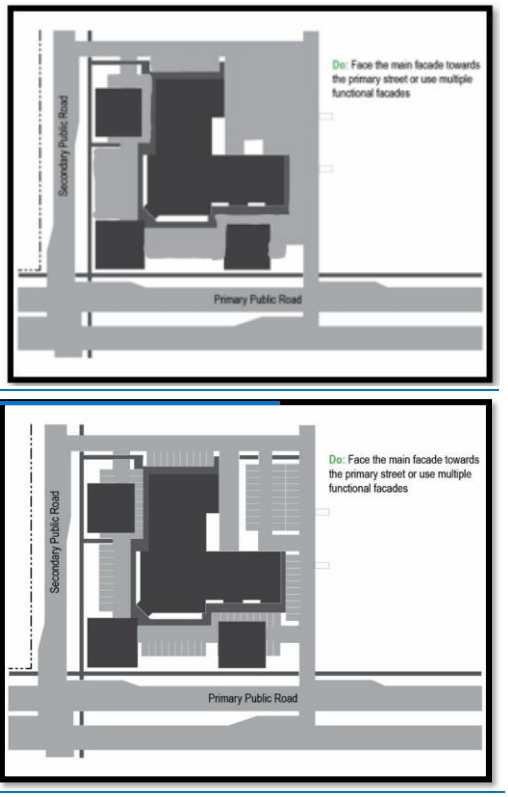
~~10.303.4.1~~10.303.3.1 Applicability

These standards apply to all nonresidential developments.

~~10.303.4.2~~10.303.3.2 Orientation to Streets

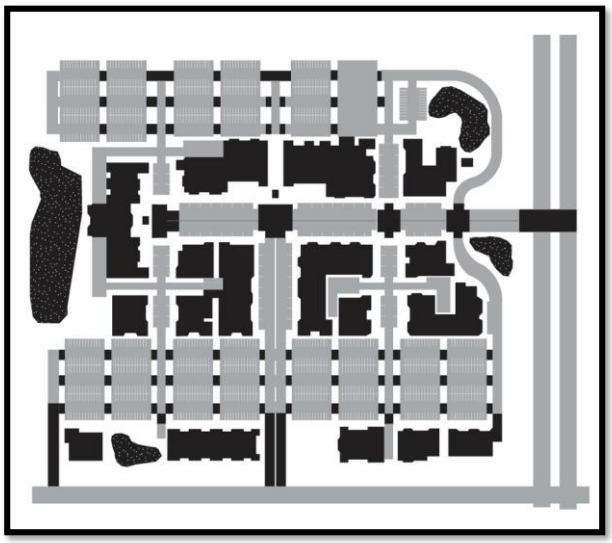
(a) The primary façade and pedestrian entrance of a building shall be oriented towards the public right-of-way when not facing an internal street and when there is a lack of adequate buffer to hide "back of house" mechanical and structural items.. Refer to Figure 303.3-1**Error! Reference source not found.**~~Figure 303.3-1.~~ for further guidance.

Figure 303.3-1: Non-Residential Structure Orientation



(b) In shopping and commercial centers, and developments with multiple buildings, buildings shall be oriented towards either the perimeter streets, or an internal drive, paseo or or road network, or active publicly-accessible mall/plaza that recreates a village street or village green, rather than orientation only to internal parking lots. Pedestrian crossings shall be provided within the development through pedestrian tables/raised crosswalks, lit/flashing crosswalks, pedestrian sheds, chicanes, or similar design. Refer to Figure 303.3-2 for further guidance.

Figure 303.3-2: Multiple Non-Residential Structures Orientation



~~10.303.4.3~~10.303.3.3 Orientation to Walkways

One main building entrance shall open directly onto a connecting walkway with pedestrian frontage. Sides of a principal building facing a public street shall have one or more customer entrances. When a principal building faces more than two public streets, this requirement will apply only to two sides.

~~10.303.4.4~~10.303.3.4 Plazas

Commercial buildings shall be placed in a way that creates plazas and pedestrian gathering areas at least two hundred (200) square feet in size to buffer pedestrians from traffic and circulation areas.

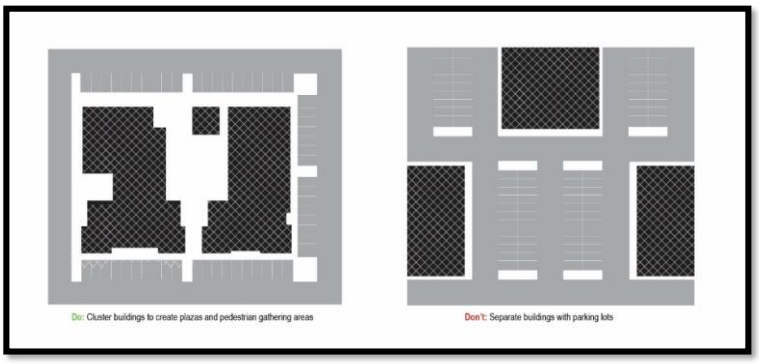
~~10.303.4.5~~10.303.3.5 Views

Commercial buildings shall be oriented to promote views through and into each commercial development, with view corridors at least fifteen (15) feet wide between structures or landscape features.

~~10.303.4.6~~10.303.3.6 Clustering

In larger master planned and multiple building projects, buildings shall be clustered to create defined pedestrian areas, minimize the footprint of impervious surfaces, and encourage shared amenities (see Figure 303.3-3).

Figure 303.3-3: Clustering Multiple Non-Residential Structures



~~10.303.5.~~10.303.4. Modular Homes

A modular home shall meet the following requirements.

(a) The modular home meets or exceeds all building code requirements that apply to other dwelling units concerning on-site construction.

(b) The modular home conforms to all applicable zoning standards for the respective zoning district.

(c) the Building Official is so notified in writing for the purpose of establishing procedures for inspection, issuing building permits, and compliance with the Texas Manufactured Housing Standards Act (Texas Occupations Code § 1201).

(d) The modular home is placed on an approved platted lot.

~~(e) Per the~~ Texas Occupation Code § 1202.253, single family and duplex modular homes~~ shall:~~

~~(1) Have a value equal to or greater than the median taxable value for each single family dwelling located within five hundred (500) feet of the lot on which the modular home is proposed to be located, as determined by the most recent county certified tax appraisal roll;~~

~~(2) Have exterior siding, roofing, roof pitch, foundation fascia, and fenestration compatible with the single family dwellings located within five hundred (500) feet of the lot on which the modular home is proposed to be located;~~

~~(3) Comply with applicable zoning district regulations and development standards, including setbacks, yard requirements, subdivision controls, architectural and landscaping standards, minimum square footage, and other site design requirements for single family dwellings; and~~

~~(4)~~(e) ~~Be securely affixed to an approved permanent foundation.~~

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(f) For purposes of above subsection e, “value” means the taxable value of the industrialized housing and the lot after installation of the housing as determined by the appraisal district.

~~10.303.6.~~10.303.5. **Intersection Sight Distance**

For sight visibility line standards refer to Division B, Section 10 of the Hutto Engineering Design Manual.

~~10.303.7.~~10.303.6. **Sidewalks**

~~10.303.7.1~~10.303.6.1 Sidewalks Required

Sidewalks in conformance with Division B, Section 11 of the Hutto Engineering Design Manual shall be provided along public or private street frontages. A continuous internal pedestrian walkway at least 5 feet wide shall be provided from the perimeter public sidewalk to the primary public entrance of a non-residential building or multifamily residential development.

~~10.303.7.2~~10.303.6.2 Sidewalks Required for Use Change

Sidewalks in conformance to Section 10.411 and Section 10.412 shall be constructed along the public right-of-way adjacent to any lot that changes use. A Certificate of Occupancy for new construction will not be issued until the sidewalk is constructed by the applicant and accepted by the city.

~~10.303.8.~~10.303.7. **Internal Pedestrian Circulation**

~~10.303.8.1~~10.303.7.1 Applicability

The following standards apply to all nonresidential development.

~~10.303.8.2~~10.303.7.2 Internal Walkways

Internal walkways extending the full length of a building shall be provided along all façades or walls featuring a customer entrance and along all façades abutting public parking areas~~. Internal walkways shall be placed at least 6 feet or more from the façade or wall along at least 30% of its length, to provide beds for foundation landscaping, outdoor seating and patios, and building articulation.~~. Sidewalks are not required in service areas.

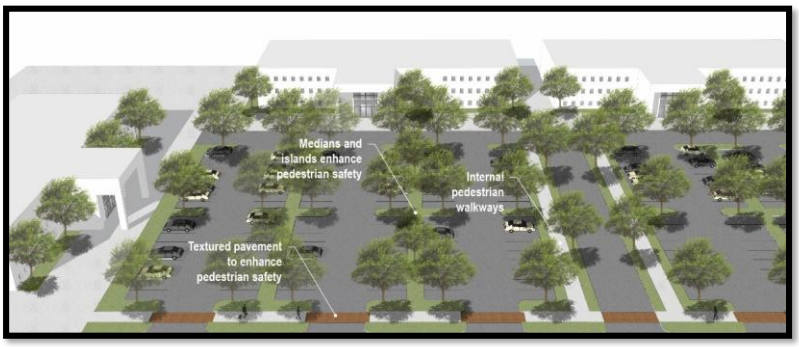
~~10.303.8.3~~10.303.7.3 Pedestrian Connectivity

Connecting walkways, at least five (5) feet wide shall link sidewalks with building entries through parking areas, all points in the development, and buildings on adjacent parcels. Circulation patterns shall be as obvious and simple as possible. ~~All likely pedestrian routes shall be considered in the design phase of a development to prevent shortcuts through parking and landscape areas.~~ An internal pedestrian walkway at least 5 feet wide shall be provided from the perimeter public sidewalk to the primary public entrance.

~~10.303.8.4~~10.303.7.4 Conflict Points

Internal pedestrian walkways within parking and vehicular areas shall be visually or physically distinguished from driving surfaces using textured pavement, pedestrian tables, bump-outs, or similar features. These elements emphasize conflict points and enhance pedestrian safety (see Figure 303.7-1).

Figure 303.7-1: Well-Defined Conflict Points



~~10.303.8.5 Aggregation of Plazas~~

~~Pedestrian areas and plazas shall be aggregated, and not distributed in low impact areas such as building peripheries, areas behind structures, or where they are barely visible.~~

~~10.303.8.6 Orientation of Plazas~~

~~Pedestrian areas and plazas shall be oriented to views of activities, architectural landmarks or distinctive natural land forms wherever possible.~~

~~10.303.9.~~10.303.8. Signature Elements

Primary vehicular entrances to businesses, office and industrial parks, shopping and commercial centers, on sites at least ten (10) acres, shall include one or more signature elements. ~~A signature element should link the project design to Hutto's heritage and culture and shall be approved by the Director of Development Services.~~ Examples of signature elements include but are not limited to:

(a) Public art.

Figure 303.8-1 Public Art Example

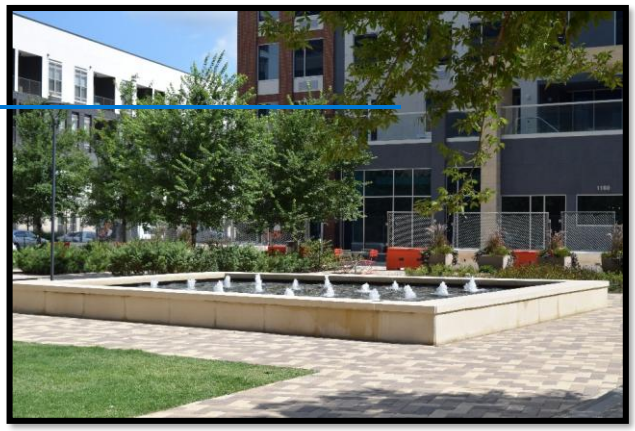
Creative features that reflect the City's branding, such as silos or hippos.

Figure 303.8-2 City Branding Example - Silos

Figure 303.8-3 City Branding Example - Hippo

~~(b) Water features, such as a water fountain or waterfall.~~

~~*Figure 303.8-4 Water Feature Example*~~



~~(c) Clock or bell tower.~~

~~*Figure 303.8-5 Clock Tower Example*~~

~~10.303.9.2~~10.303.8.2 Signature Element Design Criteria

Signature elements shall meet the following design criteria:

(a) Scale

The signature element shall be appropriately scaled to the size and height of the primary buildings on the site. It shall serve as a focal point and be clearly visible from primary vehicular entrances and adjacent streets.

(b) Material

Materials used for signature elements shall be durable and consistent with the architectural style of the development.

(c) Placement

(1) Signature elements shall be positioned at primary vehicular entrances and shall not obstruct pedestrian or vehicular circulation. Signature elements shall also integrate with the surrounding landscaping features to create a cohesive design.

(2) Signature elements shall not encroach setback requirements to the maximum extent practicable. ~~The Director of Development Services may approve an encroachment, provided that the element is not located within any required easement.~~

~~10.303.10.~~**10.303.9. Utilities**

~~10.303.10.1~~10.303.9.1 Utility Lines

For utility line standards refer to Division A, Section 1 of the Hutto Engineering Design Manual.

~~10.303.11.~~**10.303.10. Service Areas**

~~10.303.11.1~~10.303.10.1 Applicability

These standards apply to all nonresidential developments except in the M district.

~~10.303.11.2~~10.303.10.2 Orientation

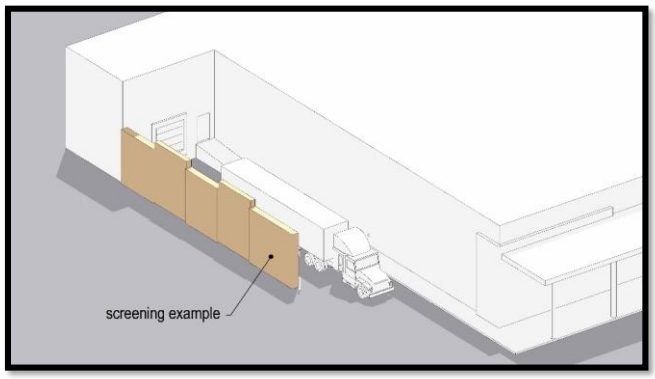
(a) Service entrances, loading docks, off-street loading areas, waste disposal areas and similar uses shall be oriented toward service roads and away from the public right-of-way and residential areas., unless fully screened.

(b) Service areas cannot be placed where they will be readily visible from adjacent buildings or where they will harm important or identified view corridors unless fully screened. ~~.~~

~~10.303.11.3~~10.303.10.3 Screening

Service entrances, loading docks, off-street loading areas, dumpster enclosures~~waste disposal areas~~ and similar uses shall be screened from view of residential districts, public rights-of-way, pedestrian gathering areas and primary entrances. Screening is also required for drive-through aisles and mechanical commercial uses located within one hundred fifty (150) ft of residential zoning districts. Acceptable screening methods include wing walls, landscape screens, building orientation changes, or fencing, all of which is compatible with the architectural theme of the main building (see Figure 303.10-1~~Figure 303.10-1~~).

Figure 303.10-1: Loading Dock Screening Illustration



~~10.303.11.4~~10.303.10.4 Dumpster Enclosures

Dumpster enclosures shall be located at least twenty-five (25) feet from residential zoning districts and fully screened from any public area and public rights-of-way. Enclosures shall be placed to the rear of the property to the extent possible and include a solid metal gate to remain closed except when in use. For dumpster enclosure design requirements, refer to Section 0~~10.307.4~~ of this Chapter.

~~10.303.11.5~~10.303.10.5 Vehicle Service Bays

Vehicle service bays and loading area garage doors shall be oriented away from all residential zoning districts, public areas, and public rights-of-way unless they are oriented perpendicularly or separated by a building or masonry screening wall at least the height of the service bays. Screening walls separating service bays from a residential district shall be of masonry material with no openings.

~~10.303.11.6~~10.303.10.6 Coordination of Service Area Locations

Service area location shall be coordinated with adjacent developments ~~wherever possible~~, so shared service drives can be used.

~~10.303.11.7~~10.303.10.7 Access Routes

(a) Service circulation in a development shall be designed to provide safe movement for anticipated vehicles.

(b) Fire lanes and routes for service, emergency and utility access shall be clearly marked.

~~10.303.11.8~~10.303.10.8 Gas Tank Vent Pipes

Tank vent pipes shall ~~be screened, placed in an inconspicuous location and painted a dark color, or~~ integrated into the building architecture.

~~10.303.12.~~10.303.11. Water Bodies and Retention Areas

~~10.303.12.1~~10.303.11.1 Project Incorporation

Natural and manmade water bodies at least twenty thousand (20,000) square feet placed next to a public right-of-way shall be integrated into the overall design of a project in one of the following ways:

(a) Provide a walkway at least eight (8) feet wide, with native tall trees on average twenty-five (25) feet centers, and shaded benches or picnic tables every one hundred fifty (150) linear feet.

~~(b) Provide a public access pier with covered structure and seating, and appropriate pedestrian access.~~

~~(c) Provide a plaza or courtyard at least two hundred (200) square feet with shaded benches and/or picnic tables next to the water body.~~

~~10.303.12.2~~10.303.11.2 Slope

~~(a)~~ Slope shall follow the adopted Hutto Engineering Design Manual. ~~standards. Retention basins shall be designed with at least 5:1 side slopes to two (2) feet below the normal water line.~~

~~(b) Fenced retention basins will only be approved in extreme situations and will be placed to the side and/or rear of the parcel as far from the public right-of-way as possible.~~

~~10.303.13.~~10.303.12. Land Disturbance

New development shall maintain the natural topography of the site to minimize water runoff. The layout shall follow the land's natural contours to the maximum extent practicable. ~~Extensive grading or the use of large retaining walls to enforce a design that does not align with the site's natural features is not permitted.~~ Any grading or modifications, including berms and swales, shall be designed to integrate with the natural landscape, providing smooth transitions between changes in slope. ~~The Director of Development Services has the authority to adjust these requirements as needed for individual cases.~~

~~10.303.14. Defensible Space~~

~~(a) New development and related open space shall be designed to facilitate principles of Crime Prevention Through Environmental Design (CPTED). CPTED strategies include natural territorial reinforcement, natural surveillance, natural access control, maintenance and activity support.~~

~~(b) CPTED operates on four (4) essential principles:~~

~~(1) Natural Surveillance~~

~~People are less likely to commit a crime if they think someone will see them do it. Lighting, landscaping, and building transparency can play large roles in maximizing natural surveillance.~~

~~(2) Natural Access Control~~

~~Aim to direct the flow of people to minimize the opportunity for crime. Rather than rely strictly on keeping intruders out with fences, etc., the design of walkways, signs, and building design play important roles in this.~~

~~(3) Territorial Reinforcement~~

~~Clearly distinguishing public spaces from private spaces can enhance the public's perceived proprietorship on a space. Physical design elements such as pavement treatment, landscaping, and signage can provide this reinforcement.~~

~~(4) Maintenance~~

~~If one broken window or nuisance is allowed to exist, more will likely follow. Maintenance codes and private covenants can provide beneficial safeguards against such issues.~~

~~(5) Activity Support~~

~~Encouraging legitimate activities in public spaces to create a sense of natural surveillance and deter criminal behavior. Placement of recreational areas, sidewalks and other features should encourage foot traffic and public interaction.~~

10.304. Parking and Access

10.304.1. Intent

The on-site vehicular circulation and parking system is a critical factor in the safety and success of a development. The parking/access/circulation system shall provide safe, efficient, convenient, and functional movement of multiple modes of transportation both on and off site where pedestrian/bicycle/vehicle conflicts are minimized. However, site planning that considers only the convenience of drivers can result in a dysfunctional built environment centered entirely on the motor vehicle; garagescapes and large seas of parking, for example. ~~Parking standards are intended to ensure vehicles are accommodated in the built environment, but their presence does not dominate it.~~

10.304.2. Applicability

This section applies in the following areas:

City of Hutto	Hutto extraterritorial jurisdiction (ETJ)
Yes	**No**

10.304.3. General Standards

10.304.3.1 Applicability

Parking, access and design standards apply to all uses, unless otherwise stated. Vehicle display and storage areas at vehicle dealers, vehicle repair businesses and vehicle storage facilities, and areas intended for the storage or movement of vehicles on industrial sites are not exempt.

10.304.3.2 Large Vehicles and Equipment

Outdoor storage or overnight parking of semi-trucks, semi-trailers, and other vehicles having a gross vehicle weight rating of at least seventeen thousand (17,000) pounds is prohibited in residential and commercial districts.

(a) Exceptions are pickup trucks, personal recreational vehicles not being used for habitation, and vehicles associated with a business on a commercial site. Further

regulations on large vehicles and equipment can be found in Chapter 22, Article 22.04 of the Hutto Code of Ordinances.

(b) Construction equipment may only be stored on lots in residential and commercial districts while construction is permitted.

10.304.4. Access

10.304.4.1 Shared Access

(a) Shared and master planned access, secondary roads and/or access easements across parcels will be required where considered necessary by Development Services staff and/or City Engineer to minimize potential congestion, decrease accident potential and reduce the number of curb cuts and conflict points along a street.

(b) Developments shall be designed to provide for shared access with adjacent commercial and industrial parcels with a reduction of curb cuts along public right-of-way. Provisions shall be made for connection of pedestrian and vehicle circulation systems with adjacent parcels.

(c) Property owners cannot block access to parking lot connections on adjacent parcels.

10.304.4.2 Curb Cuts

Refer to Division B, Section 13 of the Hutto Engineering Design Manual.

10.304.4.3 Driveway Throats

Refer to Division B, Section 12 of the Hutto Engineering Design Manual.

10.304.4.4 Emergency Access

Site design elements shall reasonably accommodate access standards of emergency vehicles and services. Designated fire lanes shall serve as dedicated mutual access easements, facilitating unimpeded movement between private properties for emergency vehicles.

10.304.4.5 Service Functions

Service functions shall be integrated into the circulation pattern in a way that minimizes interaction with customer vehicles and pedestrians.

10.304.4.6 Connectivity for Multifamily Residential Developments

Multifamily residential developments shall not be planned as “pods” isolated from surrounding development but instead shall be integrated into the larger grid of public streets and private access driveways. Multifamily developments shall have pedestrian and vehicular connections to adjacent residential development, and where practical, adjacent commercial development.

10.304.5. Circulation

10.304.5.1 Circulation Routes

(a) Circulation and parking areas in a development shall be designed to be safe, efficient, and attractive, considering use by all modes of transportation.

(b) Parking lots shall provide well-defined circulation routes for vehicles, bicycles and pedestrians.

(c) Circulation routes shall focus on main entries and exits and identify secondary access points.

(d) The inclusion of multiple pathways or routes for vehicles, bicycles and pedestrians within the development, cannot reduce land available for landscaping or walkways.

(e) Vehicle circulation paths shall be designed and sited to calm traffic Horizontal deflection and psychological traffic calming (traffic circles, corner neckdowns, chicanes, tapers, pedestrian tables, speed humps, landscape medians, small turn radii, decorative paving) are encouraged.

10.304.5.2 Safety and Conflict Points

(a) Circulation areas shall be designed so vehicles can proceed safely without posing a danger to pedestrians or other vehicles, and without interfering with parking areas. Standard traffic control devices and signs shall be used to direct traffic where necessary.

(b) To the maximum extent practicable, pedestrians and vehicles shall be separated through walkways or sidewalks. Where complete separation of pedestrians and vehicles is not possible, landscaping, bollards, decorative paving, lighting and other permanent methods shall be used to delineate pedestrian areas and other conflict points.

10.304.6. Parking Aisles

10.304.6.1 ~~Aisle and~~ Curb Cut Dimensions

(a) ~~Access drive lanes and aisles~~Curb cuts shall have the following widths (excluding added width from curb return areas) at the property line:

(1) Residential driveway (one or two family): 12 feet – 20 feet.

(2) ~~Residential parking lot: 12 feet – 14 feet one way, 20 feet – 24 feet two way.~~

(3) ~~Nonresidential~~ All other parking lots ~~to 99 spaces:~~ 15 feet one way, 20 feet – 36 feet two way.

(b) Parking area aisles shall have these minimum widths (see Figure 304.6-1~~Figure 304.6-1~~):

(1) Angle 0˚/ parallel to aisle: at least 12 feet one way, at least 20 feet two way.

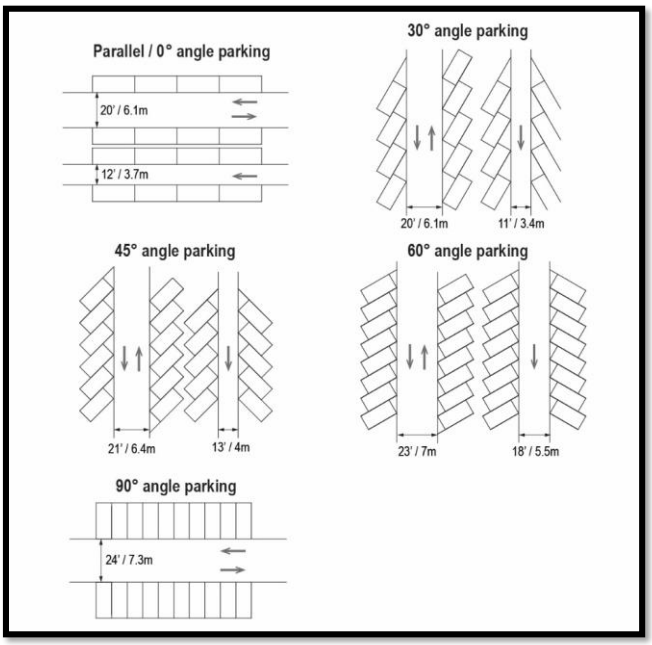
(2) Angle 30˚ at least 11 feet one way, at least 20 feet two way.

(3) Angle 45˚ at least 13 feet one way, at least 21 feet two way.

(4) Angle 60˚ at least 18 feet one way, at least 23 feet two way.

(5) Angle 90˚ at least 24 feet.

Figure 304.6-1: Parking Area Aisle Dimensional Standards

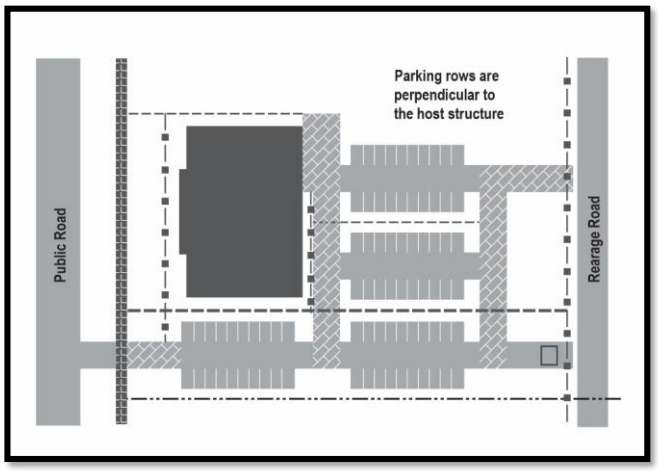


(c) Drive aisles functioning as fire lanes shall comply with the width and construction requirements of aerial fire apparatus access roads under the City's adopted fire code.

10.304.6.2 Aisle Orientation

In large parking lots, parking aisles shall be oriented perpendicular to buildings where possible in order to minimize the need for pedestrians to walk parallel to moving cars and across landscaped areas (see Figure 304.6-2~~Figure 304.6-2~~).

Figure 304.6-2: Parking Aisle Orientation



10.304.6.3 Mixture of Angles and One-Way and Two-Way Aisles

Mixture of one-way and two-way parking aisles, or different degrees of angled parking in a parking area is prohibited, except when individual parking areas are separated by a landscaped buffer at least 5 feet wide, with limited access.

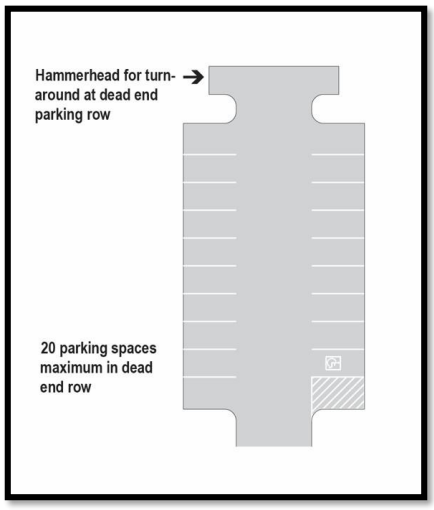
10.304.6.4 Dead End Aisles

(a) Dead end aisles shall be avoided wherever possible. Where a dead end aisle is unavoidable, adequate space for unimpeded turn-around shall be provided.

(b) Dead end aisles may not exceed 150 ft in length measured along the centerline of the aisle.

(c) Refer to Figure 304.6-3 for further guidance.

Figure 304.6-3: Dead End Parking Aisle Illustration



10.304.6.5 Head-in/Head-out and Parallel Parking from the Public Right-of-Way

Parking areas shall be designed so vehicles can leave without backing or fronting out onto a public street or having to reenter a public street to access another aisle on the same lot. Driveways for individual dwelling units are exempted.

10.304.7. Stacking/Queuing Areas

10.304.7.1 Drive-Through Aisles

(a) Off-street stacking lanes for drive-through aisles shall be provided through a queuing analysis~~as follows~~:

~~(1) Bank teller window, ATM: at least sixty (60) feet measured from teller, window or ATM.~~

~~(2) Restaurant drive-through: at least forty (40) feet measured from order box, at least sixty (60) feet between order box and first payment or pick-up window.~~

~~(3) Car wash: at least sixty (60) feet measured from the wash bay entrance.~~

~~(4) Other uses with drive-through windows (pharmacy, dry cleaners, etc.): at least sixty (60) feet measured from window.~~

~~(5)~~(1) A stacking space shall be an area on a site measuring nine (9) feet by twenty (20) feet with direct forward access to a service window or station of a drive-through facility.

(b) Drive-through aisles shall be physically separated from parking and circulation areas utilizing curbs, landscape islands, or building placement, and:

(1) Cannot interfere with the on-site parking and circulation for other vehicles on the site.

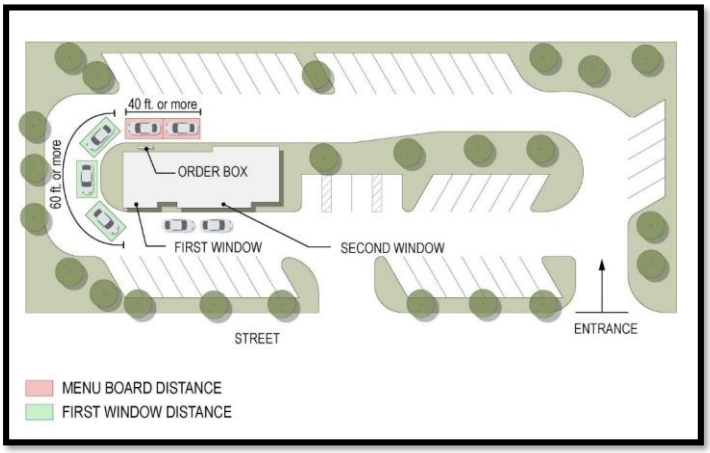
(2) Cannot interfere with on-site parking.

(3) Cannot result in traffic queuing into a drive aisle, adjacent property or street.

~~(4)~~ An escape lane shall be an area measuring a minimum of ten (10) feet wide that provides access around the drive-through facility. An escape lane may be part of a circulation aisle.

(c) Drive-through aisles, elements and windows cannot be on a street-facing side of the building.

~~*Figure* 304.7-11 *Restaurant Drive-Through Illustration*~~



10.304.7.2 Gas Pumps and Electric Vehicle Charging (EVC) Stations

(a) Gas Pumps

There shall be at least twenty (20) feet space for one vehicle stacked behind the vehicle at the far end of a row of gas pumps, and room for other vehicles to bypass stacked vehicles at fueling areas.

(b) EVC Stations

Each charging station space shall be a minimum of nine (9) feet wide by eighteen (18) feet long, with adequate access for vehicles to maneuver without obstructing traffic flow or stacking areas for gas pumps.

10.304.8. Parking and Loading Space Bulk Standards

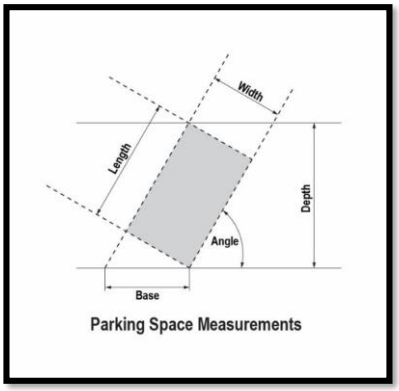
10.304.8.1 Parking Space Dimensions

Parking spaces shall have the dimensions outlined in Table 304-1 and illustrated in Figure 304.8-1.

Table 304-1: Minimum Parking Space Dimensions

Type Of Parking Space	Minimum Dimensions
Standard parking space (measured to face of curb stop)	9 feet x 18 feet
Standard parallel parking space	7 feet x 23 feet
Motorcycle space	4.5 feet x 9 feet
Off-street loading space	12 feet x 25 feet
~~Bicycle space~~	~~Stationary fixture allowing users to secure both wheels and the bicycle frame using a 6 feet cable and lock. Options include:~~ ~~- Freestanding bicycle rack~~ ~~- Wall-mounted bracket~~ ~~- Enclosed bicycle locker~~ ~~- Three point bicycle rack~~ - ~~Fenced, covered, locked or guarded bicycle storage area~~

Figure 304.8-1: Parking Space Dimensional Standards

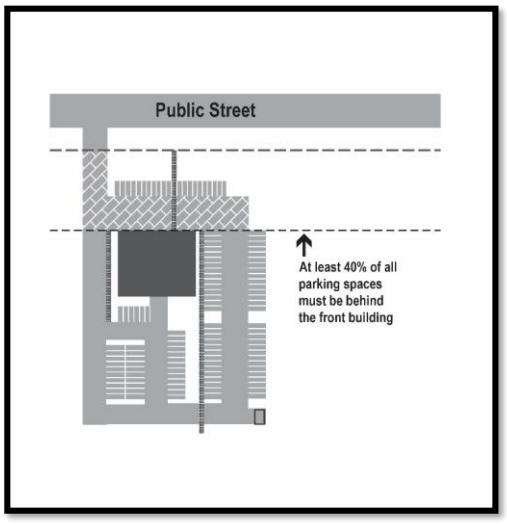


10.304.8.2 Parking Space Location

(a) Parking for non-residential uses on non-corner lots shall have at least forty percent (40%) of the parking spaces placed behind the front building line (see Figure 304.8-2).

(b) Parking for non-residential projects on corner lots shall have at least thirty percent (30%) of the parking spaces placed behind the front building line.

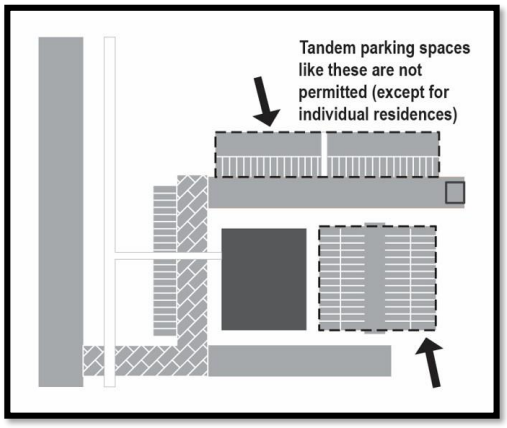
Figure 304.8-2: Parking Space Location Illustration



10.304.8.3 Tandem Parking

Tandem parking spaces, where the only access to a parking space is from another parking space, are permitted only for individual residential units. For further information see Figure 304.8-3.

Figure 304.8-3: Tandem Parking Dimensional Standards



10.304.8.4 Residential Lot Coverage

Parking and driveway areas may cover no more than thirty-three percent (33%) of the front yard or no more than fifty percent (50%) of the front yard at the end of a cul-de-sac of single-family detached, zero lot line, single family attached, duplex or multiplex uses.

10.304.9. Parking and Loading Space Number Standards

10.304.9.1 Required Parking Spaces

Uses shall offer the minimum amount of parking that is necessary to meet anticipated normal demand. ~~The number of required off-street parking spaces for a use is found in the permitted use tables in Section 10.204.~~

10.304.9.2 ADA Compliance

All ADA parking spaces and related ADA accessibility features are required to be installed in accordance with the current edition of the ADA Standards for Accessible Design (the "ADA Standards") as published by the Department of Justice. ~~Where discrepancies exist between this UDC and the ADA Standards, the ADA Standards shall apply.~~ All required parking shall meet the ADA Standards.

~~10.304.9.3 Motorcycle Parking Spaces~~

~~One or more motorcycle parking spaces shall be provided for every one hundred (100) standard vehicle parking spaces provided for non-residential uses, when the parking lot has greater than fifty (50) spaces.~~

~~10.304.9.4~~10.304.9.3 Minimum Required Loading Spaces

The required number of off-street loading spaces is determined by gross floor area. Outdoor storage, sales, or display areas shall be added to the gross floor area if these areas contain materials that are received or distributed by trucks (Display areas for an Auto Dealership are excluded from this calculation). If a development has more than two uses, the off-street loading space requirement is the highest number of spaces required by a single use. Required loading spaces follow the standards prescribed in Table 304-2~~Table 304-3~~.

Table 304-~~2~~3: Minimum Required Loading Space

Building Square Footage	Loading Spaces Required
0 – 10,000	0
10,001 – 50,000	1
50,001 – 100,000	2
100,001 – 200,000	3
Each additional 100,000	1 additional

~~10.304.9.5 Bicycle Parking~~

~~(a) One or more bicycle parking spaces shall be provided for every twenty (20) vehicle parking spaces required as a minimum for non-residential uses. Bicycle parking design shall follow standards recommended by the Association of Professional and Bicycle Professionals.~~

(b) A reduction in the minimum required automobile parking may be allowed equal to one automobile parking space for each two bicycle parking spaces provided. Additional bicycle parking spaces provided above the required number may not reduce the required number of automobile parking spaces by more than thirty-five (35%) percent.

10.304.9.6 Adjustments and Reduction to Parking Requirements

(a) Generally

(1) In specific instances established below, the Director of Development Services may approve a reduction in the required parking spaces. Applications for a reduction shall include the following information:

(A) A parking study that substantiates the need for a reduced number of spaces; and

(B) A plan showing how the parking spaces are provided on the site.

(2) Multiple parking adjustments and reductions may be used.

(3) The maximum required parking reduction shall not total more than thirty-five (35%) unless specifically authorized in this Section.

(b) Adjustments and Reductions by the Director of Development Services

(1) Shared Parking

(A) Where different non-residential uses create staggered parking demand periods, shared parking calculations among adjacent parcels may be used to justify reducing the amount of required parking.

(B) With the approval of a site plan, off-street parking facilities for different buildings, structures, or uses, or for mixed uses, may be provided and used collectively or jointly in any zoning district in which separate off-street parking facilities for each constituent use would be permitted, subject to the following provisions:

(i) A legally sufficient written agreement assuring the perpetual joint usage of the common parking for the combination of uses or buildings is properly drawn and executed by the parties concerned, approved as to form and execution by the City Attorney, and filed with and made part of the application for a Site Plan for new construction or Certificate of Occupancy for existing buildings.

(ii) Up to 60% of the parking spaces required for places of entertainment or for a religious facility may be provided and shared by banks, offices, and similar uses not normally open, used, or operated during evening hours if specifically approved by the Planning and Zoning Commission.

(iii) Additional parking shall be obtained by the owners if the City determines that such shared use results in a public nuisance by providing an inadequate number of parking spaces or otherwise adversely affecting the public health, safety, or welfare.

(2) Captive Market

~~Parking requirements for retail and restaurant uses may be reduced up to twenty five (25%) where it can be determined that some portion of the patronage of these businesses comes from other uses (i.e., employees of area offices patronizing restaurants) located within the same building or a maximum walking distance of five hundred (500) feet.~~

~~(3) On-Street Parking~~

~~Designated on-street parking spaces located no more than two hundred (200) feet from the main entrance of a building with a commercial use may be counted towards the required parking spaces for a use in the Neighborhood Village (Historic) District and Commerce Corridor District. On-street parking counted toward the required parking for any use or business shall not encroach into residential areas.~~

~~(4) Mixed Use District Parking~~

~~Any new development in the Mixed-Use (MU-1 and MU-2) Districts may apply a fifteen percent (15%) reduction to the required parking ratio established in the Use Table for that particular use.~~

~~(5) Neighborhood Village District (Historic) Parking~~

~~Any new development in the Neighborhood Village District (Historic) may apply a twenty five (25%) reduction to the required parking ratio established in the Use Table for that applicable use.~~

~~Required parking for a restaurant with drive-through service and no dine-in seating and carryout orders may be reduced as long as three parking spaces or more are provided.~~

~~(c) Adjustments and Reductions by City Council~~

~~(1) The City Council may reduce the parking requirements by thirty-five percent (35%).~~

~~(2) The City Council may reduce parking if the applicant can clearly demonstrate that the required parking provisions create unnecessary hardship due to the particular nature or conditions of the proposed use.~~

~~10.304.9.7~~10.304.9.4 Building or Use Enlargement

When a building or use is enlarged twenty-five percent (25%) or more, additional parking and loading spaces shall be provided based on the enlargement in compliance with the existing ratio shown on the approved Site Plan. ~~minimum required spaces.~~

~~10.304.9.8~~10.304.9.5 Space Computation and Fractions

Fractional results will be rounded up when computing the number of required parking and loading spaces.

10.304.10. Development Standards

10.304.10.1 Surface standards and paving materials

(a) Permanent Surfacing

(1) Parking and loading areas shall have a permanent surface of concrete, brick, paver blocks, stamped concrete, or a solid surface of similar or better durability and performance characteristics.

(2) Porous pavement and concrete may be used for individual parking spaces and lightly used drive aisles. Porous pavement and concrete is discouraged for busy drive aisles, service drives and truck/freight loading areas. Porous pavement cannot be used for handicapped parking spaces.

(b) Permanent Surfacing Exception: Single and Two Household Dwellings

(1) Porous pavement may be used as a parking surface for single and two household dwellings.

(2) Driveways may have a "Hollywood driveway" design, where the driving surface is broken up into paved tracks at least two and a half (2.5) feet wide for the wheels, separated by a three (3) foot planted strip (see Figure 304.10-1)

(3) Parking on an unpaved surface is prohibited.

Figure 304.10-1: Hollywood Driveway

(c) Permanent Surfacing Exception: Temporary Uses

Permanent parking surfaces are not required for temporary uses. A parking plan shall be approved for temporary uses, subject to Development Services staff review.

10.304.10.2 Grading and Drainage

Parking and loading areas shall be graded and drained to dispose of all surface water, in conformance to the approved drainage plan for the site.

10.304.10.3 Markings

(a) Parking spaces, motorcycle parking spaces, aisles, entryways, loading spaces and queue spaces surfaced in permanent materials shall be marked to show their location.

(b) Handicapped parking spaces shall be marked with the international symbol of accessibility on the space and on a sign at the head of the parking space.

(c) Parking space markings for one, two and three household dwellings are not required.

~~10.304.10.4 Shopping Cart Return Areas~~

~~Shopping cart return areas shall be defined by landscaping and curbs.~~

10.305. Architectural Design

10.305.1. Intent

Architecture is a major contributing factor to Hutto's unique sense of place. Architectural design regulations are intended to promote quality architecture and preserve the City's sense of place.

10.305.2. Applicability

This section applies in the following areas:

City of Hutto	Hutto extraterritorial jurisdiction (ETJ)
Yes	**No**

10.305.3. Detached Single Family, Attached Single-Family, Zero Lot Line, Duplex and Multiplex Residence Design

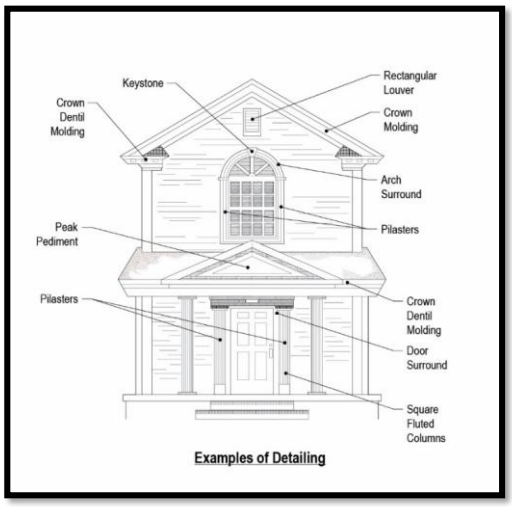
10.305.3.1 Intent

The intent of this section is to enhance Hutto's unique character by requiring interesting, high-quality residential architectural design.

10.305.3.2 Facades

Façades shall be articulated using color or arrangement to emphasize the façade elements. Exterior wall planes may vary in height, depth, or direction. Design elements and detailing shall be continued completely around the structure, including the presence of windows and window treatments (for walls that face the public right-of-way) and trim detailing. Doors and windows shall be detailed to add visual interest to the façade. See Figure 305.3-1 for further guidance.

Figure 305.3-1: Façade Design and Detailing for Single-Family, Duplex and Multiplex Residential Uses

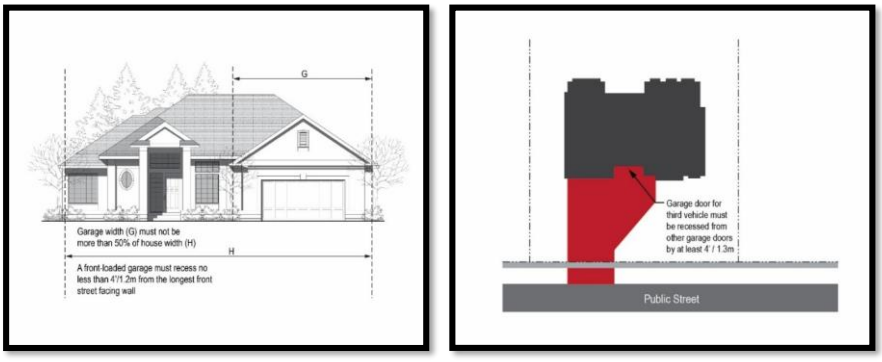


10.305.3.3 Garages

(a) Front Loading Garages

New housing development shall avoid front elevations resulting in a streetscape dominated by the sight of garage doors. A front-loading garage shall recess no less than four (4) feet from the longest front street facing wall (refer to Figure 305.3-2).

Figure 305.3-2: Design Guidelines for Front Loading Garages



10.305.3.4 Repetitive Design

Development of ten or more detached single-family, attached single-family, zero lot line, duplex or multiplex dwellings shall have five or more different elevations, or a number of elevations equal to at least ten percent (10%) of the number of lots in the development phase, whichever is more. Different trim levels on houses with a nearly identical floor plan are not considered different elevations. Houses of

the same elevation, including those with identical, similar or mirrored floor plans, cannot be placed on adjacent lots or directly across the street from each other. Up to six townhomes may be attached in a single row.

10.305.3.5 Mechanical Equipment Screening

(a) Rooftop equipment is prohibited.

(b) Ground mounted mechanical equipment (air condition units, etc.) shall be hidden or screened with architecturally integral wing walls or living screening material that will grow to the same height as the equipment being screened or placed where they are not visible from the public right-of-way.

(c) Solar panels are exempt from mechanical equipment screening standards.

10.305.4. Multifamily Residence Design

10.305.4.1 Intent

These standards are intended to provide a distinctive, quality, consistent, architectural character and style in new multiple household residential development that avoids monotonous and featureless building massing and design, and ensure building design and architectural compatibility in a multi-unit development.

10.305.4.2 Architectural Style

(a) Distinct groups of buildings shall share a common, identifiable, complementary design or style in a multifamily residential development. This includes non-residential structures in the development such as amenity centers, laundry and maintenance buildings, garages, carports, and dumpster enclosures.

(b) A multifamily residential structure shall have a single definitive, consistent style. Mixing of various architectural styles on the same building is inappropriate.

10.305.4.3 Form and Mass

(a) A single, large, dominant building mass should be avoided.

(b) Multifamily residential building designs should incorporate visually heavier and more massive elements at the building base, and lighter elements above the base.

(c) Changes in mass should be related to entrances, the integral structure and/or the interior space organization and activities, and not just for cosmetic effect.

10.305.4.4 Exterior Walls

(a) Pattern

(1) Facades shall be articulated with bays, insets, balconies, porches, or stoops related to entrances and windows.

(b) Long Walls and Facades

(1) The maximum length of a multifamily residential building is two hundred (200) feet.

(2) Wall and roof planes shall include offsets or setbacks of at least four (4) feet in the horizontal plane at intervals no greater than fifty (50) feet.

(c) Building Entries

(1) Building entries adjacent to a public street, private drive or parking area shall be pedestrian-scaled, expressing human activity or use in relation to building size. Elements such as doors, windows, entranceways corners, setbacks, and offsets can be used to create pedestrian-friendly scale.

(2) Common balconies on perimeter walls providing access to two or more units are prohibited.

(d) Garage Doors

(1) Front-loading garage doors may comprise no more than fifty percent (50%) of the total length of the front façade of a multifamily residential building.

(2) Every two single-bay garage doors or every double garage door shall be offset by at least four (4) feet from the plane of an adjacent garage door.

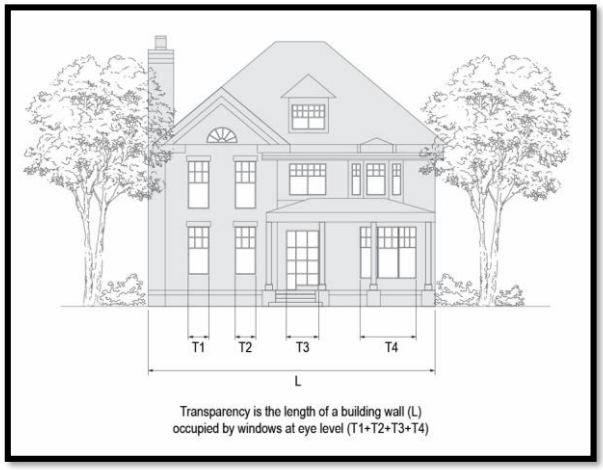
(e) Windows and Transparency

(1) All walls and elevations on all floors of multifamily residential buildings shall have windows, except when necessary to assure privacy for adjacent property owners.

(2) Windows should be located to maximize the possibility of occupant surveillance of entryways and common areas.

(3) See Figure 305.4-1 for additional information on building transparency.

Figure 305.4-1: Building Transparency Illustration



(f) Building Roofs

(1) On buildings with pitched roofs, the minimum roof pitch is 6:12.

(2) On buildings where flat roofs are the predominant roof type, parapet walls shall vary in height and/or shape at least one every fifty (50) feet along a wall.

(3) On buildings where sloping roofs are the predominant roof type, each building shall have a variety of roof forms.

(4) Roof forms shall be designed to correspond and denote building elements and functions such as entrances and arcades.

(g) Mechanical Equipment Screening

(1) Rooftop mechanical equipment shall be hidden or screened with architecturally integral elements at least as high as the equipment to be screened. Makeshift equipment screen, such as wooden or plastic fences, are prohibited.

(2) Ground mounted mechanical equipment shall be hidden or screened with architecturally integral wing walls and/or landscaping.

(3) Solar panels are exempt from mechanical equipment screening standards.

10.305.5. Manufactured Housing Design

10.305.5.1 Intent

Manufactured home design that is aesthetically and spatially similar to site built houses will ensure their compatibility with the existing built environment, and meet the city's goals of providing affordable housing.

10.305.5.2 Design Standards

Manufactured housing shall meet the following minimum standards.

(a) Minimum living area is six hundred (600) square feet. No outside horizontal dimension shall be less than fourteen (14) feet, except extensions comprising no more than fifty percent (50%) of the total enclosed floor area.

(b) Houses shall be tied down securely in conformance to applicable regulations before occupancy.

(c) Houses shall be of adequate quality and safe design, ~~as~~ certified by a label stating the unit is constructed in conformance to the federal Manufactured Home Construction and Safety Standards in effect on the date of manufacture or other applicable standards required by state and federal law.

~~(c)~~(d) Manufactured houses without certification but meeting all other standards may be accepted as safe and quality construction provided:

(1) Electrical material, devices, appliances and equipment are in safe condition.

(2) Mechanical systems, including space and water heating, are in safe condition.

(3) Plumbing, gas piping, and wastewater systems are in safe condition.

~~(d)~~(e) Houses shall be in sound structural condition. Structures that show evidence of fire damage are not permitted.

~~(e)~~(f) Manufactured houses shall be installed by a party licensed by the State of Texas in conformance to state law, or the frame shall be supported by and tied to a foundation system capable of safely supporting loads imposed as determined by the character of the soil. The minimum acceptable foundation design shall be a series of eight (8) inch grout-filled concrete block piers spaced no more than eight (8) feet on

center and bearing on one (1) foot by one (1) foot solid concrete footings. A tie-down and anchoring system separate and apart from the foundation shall be provided as recommended by the manufacturer, if different from the foundation ties.

~~(f)~~(g) Axle and hitch assemblies shall be removed on placement on the foundation.

~~(g)~~(h) Electrical power supply shall be from a meter installation on the building, or from a permanently installed meter.

~~(h)~~(i) Garage and carport additions shall cover a paved parking area, be connected to the street with a paved driveway, and meet setback standards.

~~(i)~~(j) Patio and porch covers are permitted if they cover an improved patio or porch deck and meet setback standards.

~~(j)~~(k) Living area additions shall meet the minimum building setback standards.

~~(k)~~(l) The house shall be sited on level ground. All walls and floors shall be level.

10.305.6. Residential Common Amenity Area

10.305.6.1 Applicability

The provisions of this Section apply to:

(a) Attached multifamily development;

(b) Manufactured housing parks; and

(c) Any development type where three or more dwelling units are located on a single lot or parcel, with each dwelling unit located in a structure with three or more dwelling units.

10.305.6.2 Common Amenity Area Requirements

(a) The developer shall provide a common amenity area. This amenity area is in addition to any required parkland dedication or open space requirement.

(b) The amenity area shall be privately constructed, maintained and operated by the developer, residents of the subdivision through an incorporated homeowners association or property owners association, or the owner of the manufactured home lease community, and the person or entity responsible for ownership and maintenance. Operational responsibilities shall be noted on the plat and/or on a separate instrument recorded in the Official Records of Williamson County.

(c) Common amenity area(s) accessible to all residents shall be provided at the following rate:

Table 305-1: Minimum Common Area Amenities

Number of Dwelling Units	Minimum Number of Amenities

0 - 12	0
13 - 49	1
50 - 99	2
100 - 149	3
150 - 199	4
200 or more	5

(d) The required amenity area(s) shall be selected from those listed below. ~~Director of Development Services approval shall be required for any amenity types not listed.~~ When more than one amenity is required, they shall differ from one another.

(1) Playground ~~equipment~~—Play area 1,600 - 3,200 square feet. The manufacturer shall certify that it meets all commercial recreational safety standards.

(2) Picnic areas—Minimum of two (2) tables and two (2) cooking grills per one hundred (100) dwelling units.

(3) Trails (walkways or bike trails)—At least the distance of the property's perimeter.

(4) Landscaped sitting areas—Minimum of one bench per building in an organized grouping or dispersed throughout development.

(5) Fenced dog park—Minimum size of two thousand five hundred (2,500) square feet with a twenty-five (25) foot minimum depth.

(6) Private fitness facility – minimum of 1,000- 3,200 square feet.

(7) Business center.

(8) Sport courts.

(9) Clubhouse—To include kitchen and social room for resident use.

(10)Swimming pool.

(11)Laundry facility.

~~(12)Electric vehicle charging stations.~~

~~(13)~~(12) Community garden - Minimum two hundred (200) square feet.

~~(14) After school center for children.~~

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~~(e) The common amenity area shall be designed to adequately serve the number of dwellings within the development, according to accepted City standards set by the Parks and Recreation Department. All equipment and other improvements shall be of commercial quality and approved by the Director of Parks and Recreation.~~

~~(f)~~(e) Amenities shall be located so that no primary egress door of a unit is more than ~~five (5) times further from an amenity than the primary egress door of the unit closest to the same amenity. In no case shall the primary egress door of any unit be further than one thousand (1,000)~~ six hundred (600) feet from an amenity.

Multistory or multifamily buildings with internal corridors may use the primary egress door of the entire building when measuring distance under this requirement.

~~(g)~~(f) At least fifty percent (50%) of the common amenity area shall be located outside the one percent (1%) floodplain.

~~(h)~~(g) Where possible, amenities should provide connections to nearby public amenities including, but not limited to, plazas, public parks, community centers, public libraries, trails, or similar community amenities as determined by the Director of Parks and Recreation.

(1) An offsite amenity may count toward one of the required amenity areas if:

(A) The development is a horizontal or vertical mixed-use development; and

(B) At least three (3) public amenities are required; and

(C) A public amenity is located within a quarter mile of the lot; and

(D) Enhanced pedestrian facilities of ten (10) feet or more are provided to connect pedestrians to the amenity.

10.305.7. Commercial, Office, Public, Institutional, and ~~Mixed Use~~Mixed-Use Building Design

10.305.7.1 Intent

~~Building design shall contribute to Hutto's sense of place by using predominant elements, features, color range and activity areas tailored specifically to the site and its context.~~ Standard formula or prototype building designs shall be modified if necessary to conform to Unified Development Code design standards. In shopping and commercial centers or multiple building developments, individual buildings shall include predominant characteristics shared by all buildings in the development so the development forms a cohesive place.

10.305.7.2 Architectural Style

(a) Distinct groups of buildings on a site shall share a common, identifiable, complementary design or style. This includes accessory structures such as freestanding canopies, accessory and maintenance buildings, and dumpster enclosures.

(b) A building shall have a single definitive, consistent style. Mixing of various architectural styles on the same building is discouraged.

10.305.7.3 Form and Mass

A single, large, dominant building mass shall be avoided in new buildings and projects involving changes to the mass of existing buildings. Changes in mass should be related to entrances, tenant spaces, the integral structure and/or the interior space organization and activities, and not just for cosmetic effect. False fronts incorporating only changes in color and/or parapet treatment are prohibited.

10.305.7.4 Exterior Walls

(a) Base and Top

(1) Facades and walls shall have a recognizable base with (but not limited to):

(A) thicker walls, ledges or sills;

(B) planters.

(2) And a recognizable top with (but not limited to):

(A) cornice treatments, other than colored stripes or bands alone~~;~~

(B) sloping roof with overhangs and brackets;

(C) stepped parapets.

Figure 305.7-1: Commercial Building Sloped Roof Design

Figure 305.7-2: Commercial Building Flat Roof Design

(b) Four Sided Design

All walls shall include materials and design characteristics consistent with those on the front (see Figure 305.7-3).

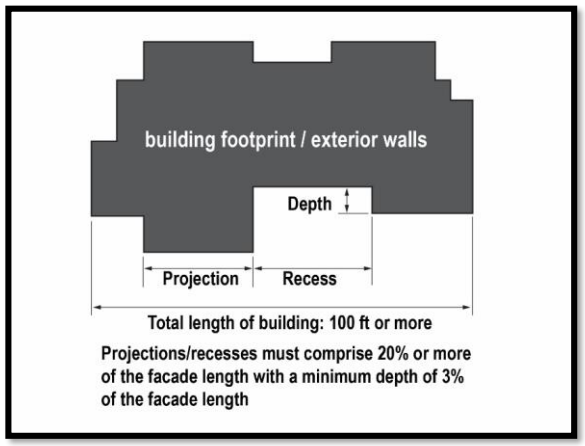
Figure 305.7-3: Four Sided Design

(c) Long Walls and Façades; Projections and Recesses

(1) Walls at least one hundred (100) feet long shall include wall plane projections or recesses having at least three percent (3%) depth of the façade length and extending at least twenty percent (20%) of the façade length (see Figure 305.7-4).

~~(2) The Director of Development Services may approve an alternative design approach provided the applicant demonstrates that the alternative achieves a comparable visual reduction in building mass. Acceptable alternatives may include, but are not limited to, changes in building materials, color, pattern, fenestration, or architectural elements. The alternative must meet the intent of this section by visually breaking up large wall surfaces and enhancing façade articulation.~~

Figure 305.7-4: Commercial Building Exterior Walls: Long Walls & Facades



(d) Exterior Walls

Exterior walls cannot have a blank, uninterrupted length greater than thirty (30) feet without including two or more of these features:

(1) Change in plane;

(2) Windows;

(3) Other equivalent element(s) that subdivide the wall into human scale proportions;

(4) Side or rear walls may include false windows and door openings defined by frames, sills and lintels, or similarly proportioned modulations, only when actual doors and windows are not possible because of the interior building design ~~building use~~.

(e) Primary Building Entrances

Primary building entrances shall be clearly defined and recessed or framed by a sheltering element such as an awning, arcade, or portico to provide shelter from the sun and inclement weather (See Figure 305.7-5).

Figure 305.7-5: Primary Building Entrance

(f) Retail Building Entrances

(1) Anchor stores, at least twenty-five percent (25%) of the stores in a shopping center; and freestanding, single-use buildings, shall have a clearly defined, highly visible customer entrance with four or more of the following elements:

(A) Arcades;

(B) Arches;

(C) Canopies or porticos;

(D) Details such as tile work and moldings integrated into the building structure and design;

(E) Display windows;

(F) Integral planters or wing walls that include landscaped areas and/or places for sitting;

(G) Outdoor patios;

(H) Overhangs;

(I) Peaked roof forms;

(J) Raised corniced parapets over the door;

(K) Recesses and/or projections.

(2) At least 25% of the stores in a shopping center shall also have two or more of the elements listed above. See Figure 305.7-6 for further clarification.

Figure 305.7-6: Retail Building Front Entrance Design Elements

(g) Awnings

Awnings may only be used in detached increments above individual windows, doors, and entries (see Figure 305.7-7).

Figure 305.7-7: Commercial Building Awning Design Standards

(h) Transparency in Commercial Buildings

(1) At ground level, buildings shall have a high level of transparency. Façades and walls that face the street, pedestrian walkways, plazas, and parking areas (excluding the building rear) shall be transparent between two (2) feet and seven (7) feet above the grade or walkway along at least seventy-five percent (75%) of its length (see Figure 305.7-8)

(2) Side walls shall be transparent between two (2) feet and seven (7) feet above the grade or walkway along at least twenty-five (25%) of its length.

(3) Where the internal arrangement of a building makes it impossible to provide transparency along a portion of a wall, a combination of sculptural, mosaic, or bas-relief artwork- and transparent window areas or displays incorporated into the building design may substitute for fifty (50%) of required transparent areas, except when fronting plaza areas.

Figure 305.7-8: Commercial Building Transparency Standards

(i) Garage Doors

(1) Garage bay doors shall be segmented, with windows covering at least fifty (50%) of the garage surface. Roll-up garage doors are prohibited. Garage doors shall be recessed at least two (2) feet behind the building façade.

(2) Vehicle service areas and bays shall be screened or sited so visibility from the public right-of-way to the maximum extent practicable. Bay doors cannot face the street or be visible from residential zoning districts.

(3) Garage bay doors shall be integrated into the overall design of the site with color, texture, and windows (see Figure 305.7-9).

Figure 305.7-9: Commercial Garage Door Design Standards

10.305.7.5 Building Roofs

(a) Roof Form Design

Roof forms shall correspond to and denote building elements and functions such as entrances, arcades, and porches. Roof forms should relate to adjacent buildings or developments.

(b) Required Features

Sloping roofs shall have one of the following features:

(1) Overhanging eaves, extending at least one and a half (1.5) feet past the supporting walls.

(2) Sloping roofs that do not exceed the average height of the supporting walls, with an average slope of at least one (1) feet of vertical rise for every three (3) feet of horizontal run and no more than one (1) feet of vertical rise for every one (1) feet of horizontal run.

(c) Roof Lines

The continuous plane of a roof line may be no more than one hundred (100) feet (see Figure 305.7-10).

Figure 305.7-10: Commercial Building Roofline Standards

(d) Drive-Through Areas

Drive-through areas shall be architecturally integrated into the host structure (see Figure 305.7-11).

Figure 305.7-11: Commercial Building Drive-Through Standards

10.305.7.6 Canopies

(a) Architectural Integration

Canopies shall include design elements found on the main building, including color and roof pitch.

(b) Canopy Support Poles

Canopy support poles shall include decorative corbels consistent with the overall architectural theme of the site, or pole covers at least eighteen (18) inches wide with a similar surface material and architectural treatments as the dominant material on the main structure.

(c) Canopy Fascias

Canopy fascias shall be the same color as the dominant color of the main building. ~~Striping and banding on canopies is prohibited.~~ See Figure 305.7-12 for additional information.

Figure 305.7-12: Canopy Design Standards

10.305.7.7 Building Color

(a) Building Colors

(1) Building colors should be low reflecting, muted and neutral or earth-toned. Roof colors shall be muted and compatible with the dominant building color.

(2) High-intensity colors, metallic colors, black ~~or grey~~, fluorescent colors, single color schemes and groups of stripes are prohibited as the predominant building color or color scheme.

(3) High-intensity colors, and black or grey, may be used on building trim and accents.

(b) Color Changes

Color changes shall occur only at a change of plane or reveal line. Color changes at outside corners, piecemeal embellishment, and frequent material changes are prohibited.

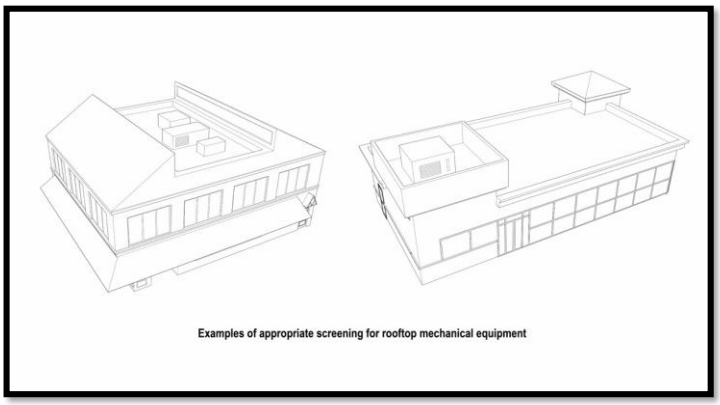
10.305.7.8 Mechanical Equipment Screening

(a) Rooftop mechanical equipment shall be hidden or screened with architecturally integral elements at least as high as the equipment to be screened. Makeshift equipment screens, such as wood or plastic fences, are prohibited (see Figure 305.7-13).

(b) Ground-mounted mechanical equipment shall be hidden or screened with architecturally integral wing walls ~~and/or landscaping~~.

(c) Solar panels are exempt from mechanical equipment screening standards.

Figure 305.7-13: Mechanical Equipment Rooftop Screening Illustration



10.305.7.9 Utility Equipment Screening

(a) Electrical meters, switch boxes, panels, conduit, and related utility equipment shall be placed in the most inconspicuous location possible.

(b) Utility equipment shall be painted or coated to match the color of the mounting surface (see Figure 305.7-14).

(c) Utility equipment located in an area that is frequently seen by the general public shall be screened with a wing wall architecturally integrated into the host structure (see Figure 305.7-14).

Figure 305.7-14: Utility Equipment Screening Standards

10.305.7.10 Co-Branded Uses

Co-branded uses such as restaurants and convenience stores shall be well integrated into the host structure. Disharmonious architectural elements, such as a different façade or roof pitch from the rest of

the host structure, are prohibited to emphasize the presence or corporate identity of a co-branded use. See Figure 305.7-15 for additional information.

Figure 305.7-15: Co-Branded Uses Architectural Elements

10.305.8. Industrial Building Design

10.305.8.1 Intent

The public infrequently visits industrial sites. However, industrial areas are often quite visible to the city's residents and visitors. Quality architectural design creates a professional environment that reflects positively on Hutto and its businesses. ~~This section shall not apply to industrial structures over two hundred thousand (200,000) square feet in area.~~

10.305.8.2 Character and Image

(a) In industrial parks, each building shall include predominant characteristics shared by all buildings in the development, so the development forms a cohesive place.

(b) Distinct groups of buildings on a site shall share a common, identifiable, complementary design or style. This includes accessory structures such as freestanding canopies, accessory and maintenance buildings, and dumpster enclosures.

10.305.8.3 Form and Mass

A single, large, dominant building mass should be avoided in new buildings and, to the extent possible, in projects involving changes to the mass of existing buildings. Changes in mass shall be related to entrances, the integral structure and/or the organization of interior spaces and activities and not merely for cosmetic effect.

10.305.8.4 Exterior Walls and Facades

(a) Pattern

Façades and walls shall feature a repeating pattern of architectural or structural bays, expressed through changes in plane—such as offsets, reveals, pilasters, projecting ribs, fenestration patterns, or piers—along with at least one of the

following elements. All elements shall repeat at intervals of no more than thirty (30) feet.

(1) Color change;

(2) Texture change;

(3) Material module change.

(b) ~~Four Sided~~Four-Sided Design

All façades and walls shall include design characteristics consistent with those on the front façade.

(c) Garage Doors

Bay doors shall be screened using wing walls, strategically placed berms on the site, or other effective screening and site planning techniques to minimize visibility from the public right-of-way. Bay doors shall be integrated into the overall design theme of the site with color and windows. Segmented garage bay doors with windows are preferred to roll-up garage doors.

(d) Primary Building Entrances

Primary building entrances shall be clearly defined and recessed or framed by a sheltering element such as an awning, arcade or portico to provide shelter from the sun and inclement weather.

10.305.8.5 Green Roofs

(a) Green roofs and solar panels are strongly encouraged. Green roofs should cover at least fifty (50%) of the roof area, where feasible, and shall include appropriate vegetation, waterproofing, and drainage systems.

10.305.8.6 Building Color

(a) Building colors shall be low reflecting, muted and neutral or earth toned. Roof colors shall be muted and compatible with the dominant building color.

(b) High intensity colors, metallic colors, black or grey, fluorescent colors, single color schemes and groups of stripes are prohibited as the predominant building color or color scheme.

(c) Brighter high-intensity colors, and black or grey, may be used on building trim and accents.

(d) Color changes shall occur only at a change of plane or reveal line. Piecemeal embellishment and frequent color changes are prohibited.

10.305.8.7 Mechanical Equipment Screening

(a) Rooftop mechanical equipment shall be hidden or screened with architecturally integral elements at least as high as the equipment to be screened. Makeshift equipment screens, such as wooden or plastic fences, are prohibited.

(b) Ground mounted mechanical equipment shall be hidden or screened with architecturally integral wing walls ~~and/or landscaping~~.

(c) Solar panels are exempt from mechanical equipment screening standards.

10.305.8.8 Utility Equipment Screening

(a) Electrical meters, switch boxes, panels, conduit, and related utility equipment shall be placed in the most inconspicuous location possible.

(b) Utility equipment shall be painted or coated to match the color of the mounting surface.

(c) Utility equipment located in an area that are frequently seen by the general public shall be screened with a wing wall architecturally integrated into the host structure.

~~**10.305.9. Non-Residential Amenities and Enhanced High-Quality Design**~~

~~10.305.9.1 Applicability~~

~~(a) In order to encourage quality development beyond minimum standards, the City may allow limited flexibility in general development standards for all new non-residential buildings and expansions to existing buildings, unless otherwise expressly stated herein.~~

~~(b) Calculation and Cumulative Impact~~

~~(1) Flexibility under this section shall be based on the development standards established in Section 10.203 and other applicable provisions of this chapter for the zoning district or development type .~~

~~(2) A development that includes at least two (2) of the design features listed in Section 10.305.9.2 may be considered for modifications to development standards such as, but not limited to: building height, parking requirements, or architectural design.~~

~~(3) The Director of Development Services may approve these modifications upon a finding that:~~

~~(A) The requested modification does not negatively impact adjacent properties; and~~

~~(B) The overall intent of the zoning district and this chapter is met.~~

~~10.305.9.2 Qualifying Non-Residential Amenities and High-Quality Design Elements~~

~~To qualify for development flexibility under this section, a project must incorporate at least two (2) of the following:~~

~~(a) Outdoor patios at least two hundred fifty (250) square feet and exclusive of sidewalks.~~

~~(b) Provide patios for outdoor dining equivalent to five percent (5%) of the site or thirty percent (30%) of the planned restaurant dining area.~~

~~(c) Provide a Parking Reclamation Plan to convert future unneeded parking into value-added spaces such as buildings or parks. At a minimum, the plan shall address circulation, pedestrian connections, utilities, and drainage.~~

~~(d) Extra-wide sidewalks (15 feet or more) along the front facade of each building.~~

~~(e) Provide public art equivalent to one percent (1%) or more of the overall project cost.~~

~~(f) Provide at least one signature element, such as a monument or archway, that is not used for advertising any tenants but may display the name of the development or the City.~~

~~(g) Arrange Useable Open Space so that no boundary of the open space faces an off-street parking area.~~

~~(h) Use of one or more decorative bridges, which may include bridge culverts, that are integrated with a water feature, such as a detention/retention pond. The bridge should conform to and be a coordinated element of an established design motif used throughout the development's common areas by employing natural stone or brick veneer, wrought iron railings, downward-directed lighting, and decorative insets. The development should be laid out so that decorative bridges can be seen from multiple angles and are designed for convenient pedestrian access.~~

10.306. Landscaping

10.306.1. Intent

Landscaping standards are established to:

~~(a) Reinforce Hutto's unique community identity;~~

~~(b)~~(a) Enhance human health and wellbeing;

~~(c)~~(b) Enhance the quality and appearance of the city;

~~(d)~~(c) Provide vegetation for screening and buffering;

~~(e) Support people-centered placemaking; and~~

~~(f)~~(d) Improve the environment by:

(1) Protecting and conserving natural resources including water, soil, existing trees and vegetation;

(2) Preserving and enhancing the urban forest and tree canopy coverage for shade, climate control, air and water quality, stormwater runoff and erosion control, and wildlife habitat.

(3) Use of regionally appropriate native plants results in a more natural appearance, resilience, functionality of plant communities, and decreased operational maintenance costs. Beyond minimum municipal landscape compliance, landscape areas shall be placed where best-suited for the site conditions considering orientation, light availability, structures, and impact to residents and visitors.

10.306.2. Applicability

This section applies in the following areas:

City of Hutto	Hutto extraterritorial jurisdiction (ETJ)
Yes	No

10.306.3. General standards

All plant species shall be selected from the medium or low water use plants on the Texas Superstar Plants found at https://texassuperstar.com/texas-superstar-plants/~~Plant List maintained by the Director of Development Services; native cultivars and dwarf varieties are permissible. Deviations from this list shall be approved by the Director of Development Services and requested in writing with justification for each proposed deviation.~~

Each property shall provide at least two (2) different species of trees. Up to seventy-five (75%) of all trees per lot or site may be of the same species.

(a) Planting areas for each canopy tree provided shall provide at least one thousand (1,000) cubic feet of soil volume and be covered with mulch or other groundcover.

(b) All trees shall be planted on the parcel being developed unless otherwise approved by City Council.

(c) For newly planted trees, no compaction, placement of impervious cover or paving shall take place within six (6) feet from the trunk of a tree or within the Half CRZ, whichever is greater.

10.306.3.2 Preservation of Existing Vegetation

Existing trees, shrubs, and groundcover may be used to meet landscape requirements.

(a) Preserved Protected Trees may be credited towards the landscape requirements of this Section.

(b) Existing trees of a Protected Tree species but under six (6) inch DBH that remain on a site may be credited toward the landscape requirements of this Section, subject to approval by the Director based on the assessed health, structure, growth habit, presence of disease or decline, and the available growing space of the tree.

(c) Existing plants of nuisance species may not be credited toward the landscape requirements of this Section.

(d) Trees used to meet required landscape credits shall not also be used towards Protected Tree mitigation credits.

~~10.306.3.3 Minor Modifications~~

~~The Director of Development Services may approve minor deviation of any numeric development standard of this subchapter up to a maximum of ten percent (10%) to protect natural features, address unusual site conditions, or conditions that arise through the development review process due to occasionally conflicting myriad development requirements. Minor modifications are intended to provide reasonable flexibility and avoid the need for a formal variance request.~~

Commented [AB2]: Is this where we would reference the A&M native plant list and call it good?

Commented [AB3R2]: https://texassuperstar.com/texas-superstar-plants/

~~(a) Approval Criteria for Requested Modifications~~

~~(1) Shall be in general conformity with the stated purposes of this Section;~~

~~(2) Meets all other applicable zoning, building, drainage, water quality, and safety code requirements;~~

~~(3) Shall have no significant adverse impact on the health, safety, or general welfare of surrounding property owners on the general public, or such impacts will be substantially mitigated; and~~

~~(4) Shall be necessary to compensate for some practical difficulty or unusual aspect of the site not shared by landowners in general.~~

~~10.306.3.4~~10.306.3.3 Visibility

In cases where visibility standards conflict with required planting placement, visibility and safety standards shall take precedence~~, subject to approval by the Director of Development Services.~~.

~~10.306.3.5~~10.306.3.4 Utility Clearances

All clearance values are adopted within Hutto's Engineering Design Manual. ~~may be modified by the City Engineer. Root barriers are required when trees are within right-of-way.~~

~~(a) Underground Utilities~~

~~(1) All trees shall be placed at least five (5) feet from wet utilities.~~

~~(2) All trees shall be placed at least four (4) feet from electric and gas lines.~~

~~(b) Overhead Utilities~~

~~The following minimum clearances shall be maintained from overhead electric utilities:~~

~~(1) Canopy Trees: 30 feet~~

~~(2) Ornamental Trees: 20 feet~~

~~(3) Shrubs: 10 feet~~

~~(c) Electric Appurtenances and Streetlights~~

~~The following minimum clearances shall be maintained from electric appurtenances and streetlights:~~

~~(1) Canopy Trees: 10 feet~~

~~(2) Ornamental Trees: 8 feet~~

~~(3) Shrubs: 6 feet~~

10.306.4. Required Landscaping: Single, Two, Three and Four Household Dwellings

10.306.4.1 Tree Planting Requirements

Lots with single, two, three and four household dwellings shall have at least the following number of trees:

(a) One (1) canopy tree for every five thousand (5,000) square feet of lot area rounded to the nearest whole tree. One tree shall be placed in the front yard, outside of any easements.

10.306.4.2 Shrub Planting Requirements

(a) Lots shall contain at least one shrub for every one thousand (1,000) square feet of lot area. Lots of fifty thousand (50,000) square feet or more in area are required to provide at least one hundred (100) shrubs.

(b) One (1) ornamental tree may be substituted for five (5) required shrubs.

(c) All required shrubs shall be placed between the street and the front of the dwelling.

10.306.4.3 Groundcover

Any portion of the residential lot not used for buildings, parking, driveways, walkways, or utilities shall be retained in or restored to its natural state or landscaped in accordance with the following:

(a) Living groundcover and plants. Appropriate soil amendments, weed barrier and mulching shall be applied to all planting areas.

(b) Organic materials (such as mulch or wood chips), inorganic materials such as decorative gravel or rocks (using aggregates meeting requirements to maintain permeability performance), or synthetic/artificial turf constituting no more than 50 percent (50%) of the total lot area not used for impervious cover.

~~(c)~~ A maximum of 30 percent (30%) of the lot area between the street and the front of the dwelling may be covered with mulch, gravel or rock. ~~No synthetic/artificial turf is allowed within the lot area between the street and the front of the dwelling.~~

10.306.4.4 Planting Size

Canopy trees and ornamental trees shall have a trunk of at least two (2) inches at the time of planting. Shrubs shall have at least two (2) gallon containers, be at least one (1) foot in height at the time of planting and reach a mature height of at least three (3) feet~~Canopy trees shall be at least eight (8) feet in height and ornamental trees shall be at least six (6) feet in height at the time of planting. Shrubs shall have at least twoone (21) gallon containers, be at least one (1) foot in height at the time of planting and reach a mature height of at least threewo (32) feet~~.

10.306.5. Required Landscaping: Non-Residential and Multifamily Residential Development

10.306.5.1 Applicability

Non-residential and multifamily developments shall be landscaped as follows. Additional plantings may be required in accordance with bufferyard standards, and screening requirements.

10.306.5.2 Minimum Requirements

Non-residential and multifamily developments shall achieve ~~five~~ three (~~5~~3) points for every five hundred (500) square feet of landscape area required.

10.306.5.3 Minimum Landscape Area Required

A minimum percentage of the total area being developed shall be landscaped in accordance with the following percentages:

(a) Commercial and retail uses: 15% (maximum 85% impervious coverage)

(b) Multifamily residential: 20% (maximum 80% impervious coverage)

(c) Institutional and civic uses: 15% (maximum 85% impervious coverage)

(d) Industrial uses: 10%(maximum 90% impervious coverage)

10.306.5.4 Menu of Landscape Elements

The following landscaping elements are eligible for earning credits toward meeting landscape requirements in Section 10.306.5. Refer to Table 306-1 for specific point values assigned to each element.

(a) Planting areas that utilize low-maintenance, drought-resistant native ~~or adapted~~ plant species:

(1) Canopy trees.

(2) Ornamental trees.

(3) Shrubs, forbs, or ornamental grasses (not groundcovers or native grasses less than six (6) inches in height). Cacti shall be used sparingly as their root systems do less to filter water or build soil.

(4) Living g~~G~~roundcovers or native grasses less than twelve (12) inches in height.

(5) Plants that create habitat for birds and pollinators.

(b) Protecting existing trees on the site that are less than six (6) inches DBH.

(c) Utilizing structural soils to provide additional soil volume for trees in urbanized landscapes, beyond the minimum requirement.

(d) Restoration of disturbed areas (disturbed previously or during construction) to a naturally performing state after construction.

(e) Minimizing impervious cover:

(1) Limiting the impervious cover on a site to below allowable maximums;

(2) Removing existing on-site impervious cover and restore to natural conditions; or

(3) Use of permeable pavement in place of typical impervious cover, such as in driveways, parking lots, walkways and patios.

(f) Installation of green stormwater infrastructure, such as bioretention planters, biofiltration planters or vegetated swales, capable of capturing and filtering at least the first inch of rainfall (as this is the most contaminated).

(g) Installation of a green roof.

(h) Reduction of potable water use for irrigation via alternative water sources (such as graywater systems).

(i) Other Innovative Approaches. Applicant may propose other innovative, regionally appropriate LID/GI elements. Will require applicant and review staff to agree on appropriate credit for the specific approach being proposed.

(j) Landscaped parking lot islands with canopy trees to provide shade and reduce heat islands.

(k) Bioretention planters integrated into parking lot designs for stormwater management.

10.306.5.5 Credit Table

The following table provides the point values assigned to each eligible landscaping element. These credits are used to calculate compliance with the landscaping requirements outlined in

Table 306-1: Landscaping Credits

Landscape Element	**1 point per…**
New tree – canopy (20+ ft height at maturity)	1 tree planted
New tree – ornamental (<20 ft height at maturity)	2 trees planted
Native~~/adapted~~ shrubs, forbs or ornamental grasses (new or preserved)	10 shrubs planted or preserved
Native~~/adapted~~ groundcovers or turf areas (new or preserved)	150 SF of area at 60% plant cover
Habitat plant species planting area (new or preserved)	100 SF of area at 30% plant cover
Preservation of an existing Protected Tree	0.5 trees
Use of structural soils	300 cubic feet of additional soil volume provided
Restoration of areas disturbed by construction	100 SF of area restored
Reduction in impervious cover allowed	500 SF of impervious cover reduced
Removal of existing impervious cover	300 SF of impervious cover removed
Use of pervious paving	200 SF of pervious paving used in place of typical impervious cover
Installation of Green ~~Stormwaster~~Stormwater ~~Infractrusture~~Infrastructure~~SI~~	75 SF of GSI
Green roof, intensive (12”+ media depth)	300 SF of area at 50% plant cover
Green roof, extensive (<12” media depth)	500 SF of area at 50% plant cover
Alternative water sources for irrigation	500 SF of area utilizing alternative water source for irrigation (can apply to planting areas required by other sections of code).
Landscape islands with canopy trees	1 island with at least 1 canopy tree planted and a minimum area of 150 SF
Bioretention planters integrated into parking lot	75 SF of bioretention planter area

10.306.5.6 Calculating Points

Points will be earned for each landscaping element listed in Table 306-1 based on the corresponding credit values.

10.306.5.7 Exceeding Minimum Points

Projects exceeding the minimum required points may reduce the required landscape area in Section 10.306.5.2 by five hundred (500) square feet for every five points earned above the minimum, up to a maximum reduction of two thousand five hundred (2,500) square feet.

~~10.306.5.8 Alternative Compliance~~

~~(a) Projects certified under the Sustainable SITES Initiative (SITES), which promotes sustainable land design and development practices, may earn additional landscape points as follows:~~

~~(1) Sustainable SITES certified = 20 points~~

~~(2) Sustainable SITES Silver = 30 points~~

~~(3) Sustainable SITES Gold/Platinum = 40 points~~

~~(b) Applicants shall provide verification of certification from Green Business Certification Inc. (GBCI) as part of the development application process to confirm which alternative compliance option is applicable.~~

10.306.6. Street Trees

(a) Placement

(1) Street trees are encouraged along new and reconstructed streets to enhance pedestrian comfort and improve the urban canopy.

(2) ~~Where provided,~~ T~~t~~rees should be placed on the private property~~outer~~ side of the sidewalk within a designated planting strip or right-of-way to maximize shade while minimizing conflicts with utilities and infrastructure.

~~(3) Alternative placements may be considered where right-of-way constraints exist, subject to approval by the Director of Development Services.~~

(b) Species and Canopy Considerations

(1) Trees shall be selected from an approved list of drought-tolerant, non-invasive, and regionally appropriate species.

(2) Large canopy trees are preferred where feasible, except where overhead utility conflicts require smaller ornamental species.

(c) Utility Coordination and Infrastructure Protection

(1) Where street trees are installed, they shall be located at least five (5) feet from underground wet utilities and four (4) feet from electric and gas lines.

(2) To prevent conflicts with streetlights and electric transformers, the following minimum clearances should be maintained:

(A) Canopy trees: 10 feet

(B) Ornamental trees: 8 feet

(3) For locations near overhead power lines, recommended minimum clearances are:

(A) Canopy trees: 30 feet

(B) Ornamental trees: 20 feet

(4) Root barriers ~~are recommended when trees are planted~~ shall be installed when trees are planted within five (5) feet of sidewalks or curbs to prevent pavement displacement.

(d) Maintenance and Replacement

(1) Where street trees are planted, adjacent property owners, Propertyowner Association, Homeowner Association, ~~or~~ developments shall ~~are encouraged to~~ maintain the trees~~m~~, including pruning and watering as needed.

(2) If a tree dies or becomes hazardous, property owners, propert onwers assocation, homeowner assocaition, or developer shall replace~~ment~~ with an equivalent species ~~is recommended to maintain the streetscape~~ within 90 calendar days.~~.~~

10.306.7. Plant Materials, Maintenance and Replacement

10.306.7.1 Plant List

Plants to meet the requirements of this Section shall be selected from the medium or low water use plants on the Texas Superstar Plants found at https://texassuperstar.com/texas-superstar-plants/~~listed on the "Plant List" maintained by the Director of Development Services~~ Department. ~~If specific site conditions limit the survival of plants on the approved list, alternative species may be used with the Director of Development Services approval, provided they offer comparable water efficiency and suitability to the local environment.~~

10.306.7.2 Low Water Use Plantings

Low water use plantings are required to promote water conservation and reduce operational maintenance costs. The use of low water use plants and hardscaping features shall comply with the following:

(a) To maximize water efficiency, plants with low water needs shall be grouped together and not mixed with those requiring higher water usage. This strategic placement minimizes irrigation needs and promotes plant health.

(b) The use of mulch is encouraged throughout the landscaped area. Mulch helps conserve soil moisture, reduce weed growth, prevent soil compaction, and regulate soil temperatures.

(c) Hardscaping features such as gravel, permeable paving, decorative rock, and low-water-use pathways are encouraged as part of the landscape design. These elements reduce the overall water demand and enhance the landscape's aesthetic appeal. Permeable materials shall be used to the maximum extent practicable to support stormwater infiltration and reduce runoff.

10.306.7.3 Plant Species that Reduce Pesticide and Fertilizer Use

Plant species shall be selected that minimize the need for pesticides and fertilizers.

10.306.7.4 Reduce Outdoor Water Use

(a) Seventy-five percent (75%) of landscape areas shall be designed so as not to require permanent irrigation systems. This does not apply to:

(1) Water used during establishment period

(2) Water used to irrigate food production gardens.

(3) Water used as required by local regulations in fire-prone areas for fire suppression systems

(4) Water used for athletic fields (if vegetated)

~~(b) Planting shall happen at the optimal season to reduce or eliminate the need for watering for establishment.~~

~~(c)~~(b) If turfgrasses are to be used, they shall be regionally appropriate and minimize post-establishment requirements for irrigation

~~(d)~~(c) Improve water-retention capacity of soil by increasing organic matter (e.g., adding compost)

10.306.7.5 Nuisance and Prohibited Plants

(a) Nuisance and prohibited species may not be planted or used to meet the City's landscaping requirements and are not protected by tree preservation regulations.

~~(b)~~ Nuisance plants are all plants listed in Texas Administrative Code Section 19.300 (Noxious and Invasive Plant List). ~~Other plants may be prohibited at the discretion of the Director of Development Services on a case-by-case basis.~~

~~(c) Nuisance and prohibited plants can be found in the Plant List maintained by the Director of Development Services~~ Department~~.~~

10.306.7.6 Edging

Edging shall be used to contain and separate lawn areas and landscape areas.

10.306.7.7 Topsoil

To the maximum extent practicable, topsoil removed during construction activity shall be conserved for later use on areas requiring re-vegetation and landscaping.

10.306.7.8 Plant Quality

Landscape plants shall be free of defects, and of normal health, height, leaf density and size appropriate to the species, and free from defects, as defined by American Association of Nurserymen standards.

10.306.7.9 Installation and Bond

Landscaping shall be installed using sound horticultural practices, in a way that encourages quick establishment and healthy growth. Landscaping in each phase shall either be installed or the installation shall be secured with ~~a letter of credit,~~ escrow or performance bond for one ~~hundred fifty~~hundred fifty percent (150%) of landscaping value before a certificate of occupancy for any building in a phase is issued.

10.306.7.10 Maintenance

All landscape elements including trees and vegetation, irrigation systems, fences, walls and paving are considered elements of the project in the same way as structures, parking, stormwater infrastructure, and other site elements. The applicant, landowner or successors shall be jointly and severally responsible for regular maintenance of all landscaping elements in good condition in accordance with this section. Landscaping shall be maintained free from disease, pests, weeds and litter.

~~(a) Reduce Pesticide and Fertilizer Impacts~~

~~(1) This section applies to non-residential and multifamily residential development.~~

~~(2) Projects shall maintain an integrated pest management plan that utilizes natural prevention and control techniques.~~

~~(3) When necessary, pesticides and fertilizers shall be selected based on reduced impacts including toxicity, persistence (i.e., how long it remains in the environment), and/or bioavailability (i.e., how readily it is absorbed by biological organisms).~~

~~(4) Projects are permitted an initial use of pesticides for the purpose of eradicating or controlling invasive species found on site and controlled initial use of fertilizers is permitted when necessary to establish vegetation.~~

~~(5) Projects are permitted an initial use of pesticides for the purpose of eradicating or controlling invasive species found on site and controlled initial use of fertilizers is permitted when necessary to establish vegetation.~~

10.306.7.11 Replacement

Landscape elements that are removed or dead shall be replaced within thirty (30) days.

10.306.8. Irrigation

10.306.8.1 Automatic Irrigation Required

(a) Purpose

The purpose and intent of this section is to ensure that all applicable landscape plantings are sufficiently watered until established and maintain health, vigor, and coverage.

(b) Applicability

All parcels proposing development or redevelopment after the effective date of this UDC are required to provide irrigation in accordance with this section.

(c) Exceptions:

(1) Single-family and Two-family Residential;

(2) Undisturbed natural areas or existing trees and vegetation;

(3) Low Water Use Plantings areas established for at least two (2) years that do not require supplemental water;

(4) Trees established for at least two (2) years.

(d) Irrigation Requirement:

When irrigation is necessary, systems shall be designed and installed to:

(1) Deliver water efficiently, such as the use of drip or low-flow emitters that target the root zones of plantings.

(2) Include climate-based controllers that prevent unnecessary watering.

(3) Have trees, shrubs, and ground cover irrigated in separate hydrozones that can be discontinued by zone as plants become established.

~~(3)~~(4) ~~Have trees, shrubs, and ground cover irrigated in separate hydrozones that can be discontinued by zone as plants become established.~~Irrigation shall not be placed in the public right of way without a formal agreement from the city.

(e) Maintenance

Irrigation systems shall be maintained to prevent water waste from misdirected or broken sprinklers or other system component.

10.306.8.2 Irrigation Plan Required

An irrigation plan shall be provided with the landscape plan for review, if applicable.

10.306.9. Tree Preservation and Removal

10.306.9.1 Purpose

The purpose of this section is to ensure effective administration of the tree preservation regulations.

10.306.9.2 Applicability

The tree preservation regulations apply to all properties within the zoning jurisdiction.

(a) No tree removal permit is required for a Nuisance Tree.

(b) Protected Trees

All trees ten (10) inches or greater DBH shown in the Plant List ~~(Appendix A)~~ are Protected Trees regardless of health.

10.306.9.3 Tree Removal Permits

(a) A tree removal permit is required for the proposed removal of a protected tree in both nonresidential and residential areas, regardless of the tree's health.

(b) No tree removal permit is required for a Nuisance Tree.

10.306.9.4 Permit Fees

Permit fees are determined by City Council.

~~10.306.9.5 Dead, Diseased, and Imminently Hazardous Trees~~

~~A tree removal permit is required for the proposed removal of a protected tree that is determined to be Dead, Diseased, and Imminently Hazardous by a State of Texas certified arborist. A tree assessment report for a dead, diseased, or imminently hazardous tree proposed for removal shall be provided with a tree survey of all protected trees on the subject property.~~

~~10.306.9.6~~10.306.9.5 Healthy Protected Trees

A tree removal permit is required for the proposed removal of a protected tree. A tree survey showing the location, size, condition, and species of all protected trees on the subject property shall be provided. Tree surveys shall include as-built information for properties with existing development.

(a) Additional Criteria for Removal of Protected Trees

(1) Protected Trees sixteen (16) inches or greater DBH may only be removed ~~with approval of the Planning and Zoning Commission.~~with a 2:1 inch basis of the total diamter inches removed as shown on an approved landscape plan.

(2) The requirements of this section do not apply if:

(A) The subject tree is located within an existing or proposed easement for required stormwater, water, wastewater, or electric utility infrastructure and the Director of Development Services determines redesign of the proposed easement or utility alignment is infeasible.

(B) The subject tree is located within two (2) feet of an existing building.

(C) If the subject tree is determined to be Dead, Diseased, or Imminently Hazardous by a State of Texas certified arborist.

(b) Transplanting of a Protected Tree

Protected Trees may be transplanted to a suitable location on the same property, as approved by the Development Services Department~~irector~~. To qualify, a tree transplanting company ~~from the City's approved vendor list or one otherwise~~ approved in writing by the Department~~irector~~, shall be used and fiscal surety shall be filed with the City to guarantee a two-year monitoring and maintenance program for the transplanted trees. The property owner/manager shall submit quarterly statements that demonstrate compliance with the required tree monitoring and maintenance provided by an approved tree care service. If compliance is not demonstrated, the surety will be used by the City provide the required monitoring and maintenance. Monitoring shall include soil moisture analysis, fertilization, pest and disease management, soil amendments, and any other service deemed necessary by the Director or the tree care service. This surety shall remain in place until the end of the two-year period.

~~10.306.9.7~~10.306.9.6 Mitigation for Removal

(a) Inches removed from a site shall be mitigated at a 2~~1~~:1 inch basis of the total diameter inches of Protected Trees removed, measured at DBH.

(b) Mitigation requirements do not apply to a Protected Tree that is already dead, dying or fatally diseased prior to starting a project. The property owner shall submit a report from an ISA certified arborist making such determination in writing, providing technical documentation for the determination. The Director may perform a site inspection to verify the accuracy of the determination.

(c) Replacement of Removed Trees

(1) Replacement inches shall be planted on the subject property or as approved by City Council.

(2) Canopy trees ~~shall be at least eight (8) feet in height~~ and ornamental trees shall ~~be at least six (6) feet in height~~have a truck caliper of at least two (2) inches at time of planting.

~~10.306.9.8~~10.306.9.7 Maintenance and Care

Replacement trees shall be maintained in good condition in accordance with the provisions of this Section.

~~10.306.9.9~~10.306.9.8 Unauthorized Removal

Any unauthorized removal of a protected tree shall be mitigated for at a rate of 2:1 (for example, two (2) inches mitigated for every one (1) inch removed and double fees for any required permits to remedy the unauthorized removal.~~.~~

10.306.10. Critical Root Zone Preservation

The full root system of a tree may extend significantly beyond the dripline but the Critical Root Zone (CRZ) is of critical importance to the health and longevity of a tree. Excavation, open trenching, placement of fill, storage or staging of equipment, spoils, or materials may not occur within this zone.

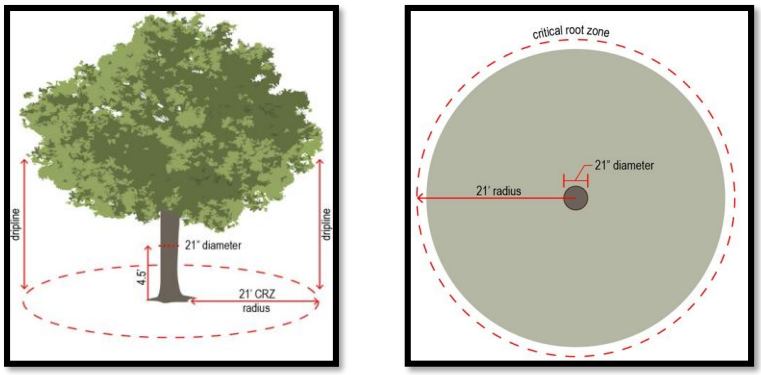
(a) The CRZ is generally represented as a circle around the center of the tree trunk where the radius of the circle is a numerical value of feet proportional to the diameter in inches of the tree generally measured at four and a half (4.5) feet from average grade. The Half CRZ is a smaller circle within the CRZ with a radius half that of the CRZ. The Quarter CRZ is a circle within the Half CRZ with a radius one-quarter that of the CRZ.

(1) The entirety of the Quarter CRZ shall be preserved at natural grade.

(2) Up to two (2) inches of cut are allowed within the Half CRZ.

(3) Up to four (4) inches of cut are allowed within the remainder of the Outer CRZ to the dripline.

Figure 306.10-1: Critical Root Zone



(b) Modified Critical Root Zone

Root systems grow in response to site conditions and constraints and may not be accurately represented by the typical centered and equidistant method described above. The Director of Development Services may determine a Modified CRZ is more appropriately representative of the root system of a tree provided it is proportional.

(c) Grade and Slope

Finished grade of soil in the CRZ shall slope away from the trunk at least 1 percent slope to ensure positive drainage and prevent water from pooling near trunks.

(d) Development in CRZ

(1) No building construction is permitted within the CRZ for any tree being preserved.

(2) No permanent development of any kind is permitted within the Half CRZ.

(3) Development is permitted within a maximum of fifty percent (50%) of the Outer CRZ. Only permeable flatwork without compaction, soil removal for grading, decking, or similar construction, is allowed and shall not affect the branching of the tree.

10.306.11. Tree Protection During Construction

10.306.11.1 Tree protection zone

(a) Tree protection shall be provided around protected trees and natural areas designated for preservation and prevent access throughout duration of construction.

(b) ~~The Director of Development Services may approve exceptions to Tree Protection requirements as needed for site-specific considerations where strict compliance is impractical. Examples include location of existing structures, paving, infrastructure, and access where no reasonable alternative is available.~~

~~**10.306.12. Landscaping and Site Aesthetics**~~

~~(a) Parcels proposing a nonresidential use of five (5) or more residential structures shall provide and maintain the following appurtenances in any combination:~~

~~(1) Seating and Tables;~~

~~(2) Sunshades and Shelters;~~

~~(3) Recycling and Waste Receptacles;~~

~~(4) Bicycle Parking;~~

~~(5) Planters;~~

~~(6) Charging Station;~~

~~(7) Lighting.~~

~~(b) Site appurtenances shall be provided in accordance with the following:~~

~~(1) At least two (2) appurtenances per two hundred (200) linear feet of internal walkway or sidewalk along a street or internal drive.~~

~~(2) At least one (1) seating and tables item and one (1) recycling and waste receptacles per five hundred (500) square feet of plaza area.~~

~~(3) At least one (1) seating and tables item and one (1) recycling and waste receptacles per one hundred (100) square feet of Colonnade or Loggia.~~

~~(4) One (1) seating and tables item and one (1) recycling and waste receptacles per bus stop.~~

10.307. Fences and Walls

10.307.1. Intent

(a) Fence and wall standards are established to:

(1) Enhance safety of people, property, and animals;

(2) Enhance the quality and appearance of the City;

(3) Provide attractive screening and buffering;

(4) Delineate public and private space.

(b) Unless otherwise specified, fences and walls are not required but all proposed fences and walls shall comply with this section.

10.307.2. Applicability

This section applies in the following areas:

City of Hutto	Hutto extraterritorial jurisdiction (ETJ)
Yes	**No**

10.307.2.1 General standards

(a) Placement

(1) A fence or wall may not be placed in a right-of-way.

(2) Fences and walls shall comply with all setback requirements specific to the zoning district and shall not obstruct sight lines at intersections, driveways, or pedestrian pathways.

(b) A fence or wall may be freestanding or attached to a structure.

(c) Fence support posts may not be angled or non-vertical.

(d) Fencing and walls shall be maintained in good structural and aesthetic condition in accordance with this section.

(e) Fencing and walls shall be responsive to and consistent with the primary structures on a site using materials, finishes, and detailing that match or are compatible with materials used on structures.

~~10.307.2.2 Alternative Screening Options~~

~~Property owners may propose alternative screening methods that meet or exceed the intended level of screening. Such proposals shall be approved by the Director of Development Services. Alternative screening options can include but are not limited to:~~

~~(a) Living Plant Screening~~

~~A continuous hedge or row of shrubs/trees planted at a minimum spacing to form a continuous screen. Plants shall be at least four (4) feet in height at installation and reach a height of at least six (6) feet at maturity.~~

~~(b) Berms~~

~~Use of landscaped berms to provide elevation and additional screening. Berms shall be a maximum height of three (3) feet.~~

~~10.307.2.3~~10.307.2.2 Maintenance

Fences, living plant screening and adjacent landscaping shall be maintained by their owners in good structural condition and repair. This includes general maintenance, painting and staining, and the replacement of broken, warped or missing portions with materials or equal or better quality that are consistent in design. Fences, wall and hedges shall be vertically aligned and maintained upright; and in good structural or living condition. Angled or non-vertical fence support posts are prohibited.

10.307.3. Materials

(a) Finished side out

Fences with an unfinished or rough side and a finished or smooth side shall be placed so the finished or smooth side faces out.

(b) Prohibited materials

Materials not originally intended for use in constructing a fence are prohibited as fencing and screening materials. Examples of prohibited materials include plywood, particleboard, corrugated metal sheets (not incorporated into a frame), railroad ties, tires, door panels, and other makeshift materials.

(c) Barbed wire and electric fences

Electrically charged, barbed wire and razor wire fences are prohibited. Exceptions are fences used to enclose livestock on farms, serve a public or quasi-public institution for public safety or security purposes, and temporarily securing construction vehicles and materials on a construction site.

10.307.4. Height and Linear Transparency Requirements

The following table is tailored to address the unique needs of different land uses.

Table 307-1: Fence Requirements

Fence Type	Height	Linear Transparency
Residential Front Yards	Maximum 3.5 feet	Minimum 50%
Residential Side and Rear Yards	Maximum 8 feet	N/A
Tennis / Basketball Courts	Maximum 12 feet	Minimum 75%
Industrial Perimeter Security Fencing	Maximum 8 feet	Minimum 75%
Temporary Perimeter Security Fencing	Maximum 8 feet	N/A
Outdoor Storage Area	Minimum 6 feet Maximum 8 feet or the height of the tallest object to be screened	Maximum 25%
Dumpster Enclosure	Maximum 8 feet or the height of the dumpster to be screened	N/A
Development Perimeter Wall	Minimum 6 feet Maximum 8 feet or 4 feet when adjacent to open space	N/A
Utility Substation or Facility	Minimum 6 feet Maximum 12 feet or sufficient to conceal the substation	N/A

Fence height is measured from the finished grade of the property.

10.307.5. Gated Communities

Gated communities with public streets are prohibited.

10.308. Outdoor Lighting

10.308.1. Intent

Poorly designed exterior lighting can adversely affect abutting properties and contribute to light pollution. Regulating exterior lighting can control its negative effects, while still allowing property owners and businesses to meet functional security and safety needs.

10.308.2. Applicability

This section applies in the following areas.

City of Hutto	Hutto extraterritorial jurisdiction (ETJ)
Yes	**No**

(a) Except as described below, all outdoor lighting installed after the date of effect of this UDC shall comply with these requirements. This includes, but is not limited to, new lighting, replacement lighting or any other lighting whether attached to structures, poles, the earth, or any other location.

(1) Exemptions

~~(A)~~ Lighting within public or private right-of-way or easement for the principal purpose of illuminating streets or roads. ~~No exemption shall apply to any lighting within the public or private right-of-way or easement when the purpose of the luminaire is to illuminate areas outside the public or private right-of-way or easement, unless otherwise stated in separate regulation.~~

~~(B)~~(A) Lighting that is removed or destroyed less than thirty percent ~~(30~~(30%) of the total value of all lighting on a property.

~~(C)~~(B) Repairs to existing luminaires not exceeding twenty-five percent (25%) of total installed luminaires.

~~(D)~~(C) Temporary lighting for theatrical, filming on location, and performance areas with applicable City permits.

~~(E)~~(D) Underwater lighting in swimming pools and other water features.

~~(F)~~(E) lighting that is only used under emergency conditions.

~~(G)~~(F) Low Voltage Landscape Lighting.

~~(H)~~(G) All lighting required by federal or state laws or regulations.

10.308.3. General Standards

10.308.3.1 Display Levels and Light Pollution

(a) Lighting shall be designed to minimize light pollution and spillage on adjacent properties.

(b) Illumination at the property line shall be no more than ~~one and~~ a half (0~~1~~.5) footcandles.

~~(c) Illumination spillover onto adjacent residential zoned properties shall be no more than a half (0.5) footcandles.~~

~~(d)~~(c) Streetlights in public right-of-way shall be solar-powered wherever possible.

10.308.3.2 Allowed Correlated Color Temperature

The allowable correlated color temperature of all lighting fixtures shall not exceed three thousand (3,000) Kelvins (K).

10.308.3.3 Shielding

Outdoor lighting shall be shielded (full cutoff). Shielding is achieved when light rays are not emitted above the horizontal plane of a fixture (see Figure 308-1).

Figure 308.3-1: Light Fixture Shielding

10.308.3.4 Illumination of Background and Foreground Spaces

(a) Background spaces such as parking lots shall be illuminated as unobtrusively as possible to meet the functional needs of circulation, security and safety.

(b) Foreground spaces, such as building entrances and plaza seating areas, shall use proximate lighting that defines the spaces without glare.

10.308.4. Prohibited Lighting

The following light sources are prohibited:

(a) Laser source light.

(b) Strobe light.

(c) Flashing, blinking, or variably intense light, intentional or resulting from a defect. Exceptions are:

(1) Traditional holiday lighting not used to draw attention to a sign.

(2) Flashing or blinking lights required by law.

(d) Beacon or searchlight, including temporary display. Beacons are permitted on structures where the Federal Aviation Administration requires them.

(e) Lighting devices that may be confused with warning, emergency or traffic signals are prohibited.

(f) Lighting cannot be used for advertising or attracting attention.

10.308.5. Light Poles

10.308.5.1 Maximum Height

(a) Parking areas: 20 feet

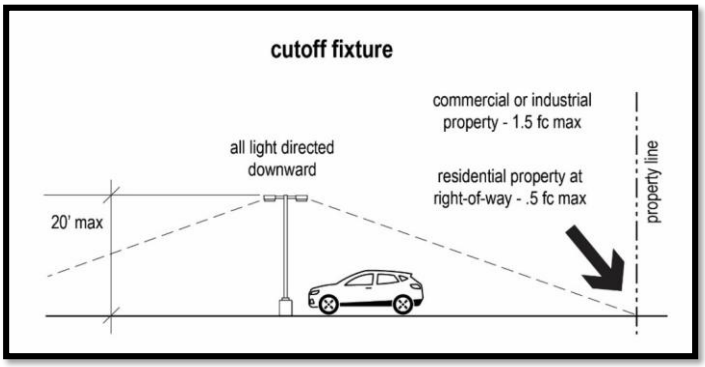
(b) Pedestrian areas and drive aisles: 16 feet

(c) Sports fields: 60 feet

(d) Temporary lighting at construction sites: 60 feet

(e) See Figure 308.5-1 for further guidance.

Figure 308.5-1: Outdoor Lighting Shielding Illustration



10.308.5.2 Design

(a) Light poles shall have a base, middle and top.

(b) Light pole design shall be consistent with the style, character and period of architecture on the site.

(c) Cobra head light poles are prohibited in residential areas and pedestrian-oriented commercial streets. Decorative cobra head street light poles may only be used on arterial streets, and streets in vehicle-oriented commercial and industrial areas. Where used, cobra head street light poles shall incorporate a supplemental non-cobra style light mounted at twelve (12) feet to fourteen ~~(14~~(14) feet height to illuminate the sidewalk.

(d) Bare metal poles are prohibited.

(e) Elevated form bases greater than four (4) inches above grade are prohibited.

(f) Light poles shall be placed in landscape areas wherever possible. Light poles shall not obstruct sidewalks or bicycle paths.

10.308.6. Attached Light Fixtures

10.308.6.1 Sconces

(a) Sconces or gooseneck lighting fixtures may be used to illuminate areas near building walls. Sconces shall direct light downward against the building wall and immediately adjacent areas (see Figure 308.6-1).

(b) Light fixture design shall be consistent with the style, character and period of the host structure.

Figure 308.6-1: Attached Sconce

10.308.6.2 Wall Packs

(a) Wall packs may only be used at the rear of industrial buildings to light unsafe areas. They cannot be used to draw attention to the building or provide general building or site lighting.

(b) Wall packs shall be fully shielded to direct the light downward.

(c) Source output per wall pack shall be no more than three (3) footcandles.

10.308.6.3 Awnings

Awnings and canopy fascias cannot be internally illuminated.

10.308.7. Gas Station Canopies

10.308.7.1 Design

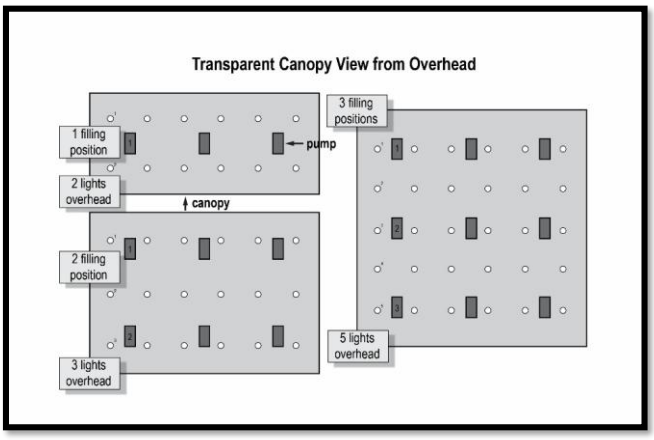
(a) Lighting fixtures, including lenses, shall be completely recessed into the canopy ceiling if it is flat, or no lower than one (1) feet above the lowest point of the canopy roof or fascia if it is sloped.

(b) Source output per fixture shall be no more than three (3) footcandles.

(c) Canopy fascias cannot be illuminated, except logo signs permitted by sign requirements in Section 10.309.

(d) See Figure 308.7-1 for additional information.

Figure 308.7-1: Gas Station Canopy Design Standards



10.308.8. Floodlights

(a) Floodlights may be used only to light sports fields, outdoor recreation areas and construction sites.

(b) Floodlights shall be fully shielded or provided with sharp cut-off ability, to minimize uplight, spill-light and glare.

10.308.9. Accent Lighting

(a) Bottom-mounted lights used to illuminate landscaping and water features, or provide visual accents, are permitted.

(b) Pole mounted accent lighting greater than one (1) foot tall is prohibited.

(c) Roof-mounted and rooftop accent lighting is prohibited.

(d) Banding of building plane changes (cornices, building corners, column edges, etc.) with neon or other illumination is prohibited.

10.308.10. Signs

(a) Signs may be illuminated internally.

(b) Bottom mounted lights may illuminate a monument sign no more than 8 feet tall. Lighting shall not spill over the edge of the sign face.

(c) Exposed bulb that outline a sign are prohibited.

(d) Blinking, chasing, or other changes in illumination intensity, color, or direction, intentional or not, are prohibited. This includes electronic message centers.

~~**10.308.11. Alternative Conformance**~~

~~The Director of Development Services may consider an alternative lighting plan. Alternative lighting plans shall clearly identify and discuss modifications, proposed alternatives, and how the alternative plan will meet the intent of this section better than a plan conforming to this section. Development Services staff~~

~~will consider the proposed design protects natural areas from light intrusion, enhances neighborhood continuity and connectivity, and shows innovative and creative design.~~

10.309. Signs

10.309.1. Purpose

The purpose of this Section is to regulate signs of all types (temporary and permanent) in a manner that:

(a) Protects constitutional rights to free speech by providing ample opportunities for expression through signs, while avoiding content-based distinctions, and providing clear approval standards;

(b) Protects public health and safety by:

(1) Minimizing visual traffic hazards, distractions and obstructions for motorists, cyclists, and pedestrians, or signs causing confusion by virtue of visual similarity to traffic control signs;

(2) Reducing hazards caused by collapse, fire, collision, decay or abandonment;

(3) Not obstructing firefighting or police surveillance; and

(4) Encouraging the upgrading, updating, or removal of signs that are poorly maintained, or do not conform to this Section, and preventing signs that are potentially dangerous due to structural deficiencies and disrepair.

(c) Enhances the appearance and economic value of the landscape, by providing that signs:

(1) Do not interfere with scenic views;

(2) Do not create a nuisance to persons using the public rights-of-way;

(3) Do not constitute a nuisance to occupancy of adjacent and contiguous property by their brightness, size, height, or movement; and

(4) Are not detrimental to land or property values.

(d) Promotes the community's appearance, character, quality, and business climate by encouraging signs that are attractive and functional for their intended purpose, and that are in scale and harmony with the development site and building(s) and with surrounding areas;

(e) Reduces and prevents visual clutter or potential deterioration of the community's appearance and attractiveness; and

(f) Implements the goals and policies of the City’s adopted planning policies by establishing uniform standards and procedures to regulate the size, type, number, design, placement, illumination, timeframe for display, and maintenance of signs.

10.309.2. Applicability

This section applies in the following areas:

City of Hutto	Hutto extraterritorial jurisdiction (ETJ)
Yes	**Yes**

10.309.2.1 Generally

(a) This Section applies everywhere within the City's corporate boundaries and its extraterritorial jurisdiction, except as specifically stated otherwise in this Section.

(b) This Section does not prohibit signs required by state or federal law and does not authorize signs that state or federal law prohibits.

(c) A person shall not erect, operate, display, or otherwise use any sign that this Section prohibits.

(d) A person shall not erect, operate, display, or otherwise use any sign at a time, place, or manner that this Section prohibits.

10.309.2.2 Message Neutrality

(a) Despite any other provision of this Section, no sign is subject to any limitation based on the content of its message.

(b) Any sign authorized in this Section may contain any noncommercial copy or messages instead of a commercial or another noncommercial message.

10.309.3. Prohibited Signs

The following signs and related objects are prohibited from being installed or publicly displayed at any location within the City's corporate boundaries and its extraterritorial jurisdiction, except as provided for within this Section, and if only after authorized issuance of a City-issued sign permit required by this Section.

(a) Moving and flashing signs, including signs that flash, revolve, rotate, swing, undulate or otherwise attract attention through the movement or flashing of lights, LEDs, or other parts, or through the impression of movement or flashing.

(b) Signs which employ a motion picture machine, or which display moving images, or images which give the impression of motion, including those using digital display.

(c) Signs which are of a size, location, movement, content, coloring, or manner of illumination, which may be confused with or construed as a traffic-control device or which hide from view any traffic or street sign or signal, or which obstruct the view in any direction at a street or road intersection.

(d) Signs placed on or affixed to vehicles, trailers, or equipment that are parked on a public right-of-way, public or private property so as to be visible from a public right-of-way where the apparent purpose is to direct people to another property.

(e) No person shall attach any sign, paper or other material to, or paint, stencil or write anything on, or otherwise mark on any sidewalk, curb, gutter, street utility pole,

Commented [JB4]: yes, cities have jurisdiction to regulate signage in the ETJ under state law

Commented [JB5]: when it comes to moving, flashing, etc. the intent is not to distract drivers - ex. monument sign you don't want flashing, blinking, anything to distract the driver.

Commented [JB6]: city would be exempt

tree, public building or structure unless authorized by this Section or by the City Council or its delegated representatives. This prohibition does not apply to signs with a permitted license agreement by City Council.

(f) No person shall erect or allow to be erected any sign in, on or over public rights-of-way and easements, railroad right-of-way or designated fire lanes unless specifically exempted by this Section or unless erected under a valid, unexpired permit and a license agreement by City Council.

(g) No person shall paint a sign or attach a sign to the exterior of a fence or railing.

(h) No person shall hold, display, or wear a sign unless on private property and not in the right-of-way.

(i) Signs which do not comply with any applicable provision of a building code, electrical code or other applicable code or ordinance of the City.

(j) Messages displayed from searchlights.

(k) Signs that are in disrepair to the extent that the cost of repair would exceed 50% of the value of a similar sign if purchased new and signs in danger of falling or that are otherwise unsafe to the public.

(l) Signs that display multidimensional projections of diffracted light are prohibited.

(m) Signs that are located on or that interfere with the use of public sidewalks, required off-street parking areas, or vehicle maneuvering areas unless specifically regulated in this Section.

(n) A sign other than a traffic control sign or signal, in a sight visibility line as defined by the Division B, Section 14 of the Hutto Engineering Design Manual.

(o) Any unauthorized sign on or attached to a public streetlight, utility pole, hydrant, bridge, traffic-control device, street sign or other public structure or building, or any sign located in, on, over or within a public street, sidewalk, alley, easement or right-of-way.

(p) Signs (illuminated from within or without) that are illuminated in such a manner, to such intensity, or without shielding, so as to constitute a hazard to the operation of motor vehicles upon a street or substantially interfere with the reasonable enjoyment of property based on an illumination study.

(q) Signs located on private property without the consent of that property owner.

(r) Signs that use a revolving beam or beacon resembling any emergency vehicle or are located or illuminated in such a manner as to obscure or otherwise interfere with the effectiveness of an official traffic sign, signal or device, or so as to prevent any traveler on any street from obtaining a clear view of approaching vehicles for a distance of at least two hundred fifty (250) feet along the street.

(s) Billboards unless approved by Planning and Zoning and City Council.

(t) All signs not expressly allowed, exempted, or permitted under this Section.

10.309.4. Exempt Signs

Commented [JB7]: yes, this would include sign spinners. we can remove if the desire is to allow for sign spinners

Commented [JB8]: this is holographic displays

Commented [JB9]: SUP is a zoning application and this would be a sign application. SUP would take time as it requires a recommendation from PZ and approval by council.

The following signs and related objects are generally allowed to be erected and publicly displayed at any location within the City's corporate boundaries and its extraterritorial jurisdiction, except as otherwise specifically prescribed within this Section, and a city-issued sign permit is not required in order to erect and display any of the following signs unless specifically set forth in this Section. This Section shall not apply to:

(a) Any signs and signals properly authorized by law, signs authorized by statute or a state agency in accordance with the Texas Manual of Uniform Traffic Control Devices, and other traffic signals, public warnings, or legal notices provided that such objects are installed in a location and in a manner and condition required by federal or state statute, a state agency, or a City ordinance or authorized authority.

(b) Nonconforming signs and existing billboards as defined in this UDC.

(c) Signs required by governmental bodies or agencies having proper jurisdiction for a public purpose by law, statute or ordinance. This also includes any signs the City Council decides by ordinance or resolution to erect within its corporate boundaries, extraterritorial jurisdiction or any real property that it may own or control.

(d) Signs on vehicles, trailers, or equipment are exempted only to the extent such signs are incidental to the primary use of the vehicle, trailer, or equipment, provided that the vehicle, trailer, or equipment is in good mechanical repair and is not left in one place for more than seventy-two (72) hours without being moved.

(e) Signs erected by the City that direct vehicular and/or pedestrian traffic, which may display arrows, words, or other symbols to indicate directions of facilities.

(f) Address numerals and other similar information required to be maintained by law or governmental order, rule or regulation, provided that the size of the sign may not exceed the requirements of such law, order, rule or regulation.

(g) Signs contained within a walled, fenced, or secured property or area.

(h) Signs which are located in or adjacent to entrances or foyers.

(i) Signs erected by governmental bodies or agencies serving the public, that are less than thirty-two (32) square feet in area.

(j) Decorations, lights, pennants and similar devices on public property with the permission and under the supervision of the City.

(k) Seasonal lights and decorations customarily displayed during federally recognized holidays.

(l) Signs in plaza or public space structures located in the City's right-of-way, that are installed and maintained by the City or a contractor authorized by the City.

(m) Noncommercial message(s).

(n) Signs that are fully located within an enclosed building that are not observable from the exterior of that building.

(o) Public/private art or sculptures no more than four (4) feet in height, ten (10) feet in length, and three (3) feet in width, placed in a manner which does not obstruct pedestrian walkways, nor obstruct visibility at driveway entrances or street intersections, and located wholly on private property are exempt from the

Commented [JB10]: sign area is limited to enhance community aesthetics and prevent visual clutter and ensure public safety by improving visibility and preventing traffic hazards. This would be what would be allowed without a permit or review. Staff can remove or increase the size if that's the desire of the council

requirements of this Section (see Figure 309.4-1 which shows examples of exempt and non-exempt art and sculptures – top and bottom left images are exempt; bottom right image is not exempt). No such art or sculpture shall be located on public property or right-of-way without first receiving a right-of-way agreement or easement approved by City Council.

Figure 309.4-1:Exempt and Non-Exempt Art and Sculptures

Commented [JB11]: the stipulations are there for the art sculptures that do not need council approval. if a sign is to be located on public property or within a ROW that will need council approval.

Commented [JB12]: bottom right image would be non exempt - looks to not be meeting the requirements set in (o). Looks to exceed 4 feet in height. are only hippos exempt and council looks at all others or any sculptures are exempt as long as the meet the measurements and placement?

10.309.5. Computations and Interpretations

10.309.5.1 Sign Faces and Application. When a sign has multiple faces, the sign area shall be calculated as follows:

(a) One-Sided Sign

The area will be the area of the one face.

(b) Two-Sided Sign, Front and Back

The sign area is calculated separately for each side. The area of each side shall not exceed the maximum permitted sign area.

(c) Signs Faces on Different Planes of an Architectural Sign Structure

(1) Two (2) sign faces where the interior angle between the two (2) faces is forty-five (45) degrees or less. The sign area is calculated separately for each sign face. The maximum permitted sign area applies to each sign face.

(2) Two (2) sign faces where the interior angle between the two (2) faces is greater than forty-five (45) degrees. The sign area is the sum of the individual sign faces. The combined sign area of the two (2) faces shall not exceed the maximum permitted sign area.

(3) Where more than two (2) sign faces exist on a single architectural structure, the sign area is the sum of the individual sign faces. The combined sign area of the faces shall not exceed the maximum permitted sign area.

(d) All signs on a single supporting structure, that is not an architectural sign structure, shall be measured together as though they were one sign to determine the total sign area, except that signs separated by more than thirty-six (36) inches of air space at every point between the signs, and not separated by being located on different planes of an architectural sign structure, shall be measured separately and added together to determine the total effective area.

Commented [JB13]: SUP is a zoning application and these would be sign/building permits. SUP will also add time to the approval process (notifications, PZ, CC)

(e) Irregularly Shaped Signs

The sign area is the area enclosed by the smallest imaginary regular shape, or combination of shapes, which would fully contain all portions of the sign when rotated horizontally around the sign. Marquee signs are not considered freeform if information is only displayed on the front and back.

10.309.5.2 Measurement

The measurement required for signs by this Section shall be made using the following procedures:

(a) Setback

To apply the setback provisions of this Section for signs at any one point, the following measuring procedure shall be used:

(1) Draw an imaginary vertical extending upwards from the curb-line of the premises;

(2) Beginning at any point on the vertical line, draw an imaginary horizontal line perpendicular to the vertical line and curb-line extending toward the premises; and

(3) Beginning at the point where the vertical line intersects the horizontal line, measure along the horizontal line for the required setback.

(b) Height

The maximum height of a sign mounted to the ground shall be determined by the method of measurement that allows the greater height, as follows:

(1) Curb-line Measurement

(A) Measure along a vertical line extended upward from the nearest curb-line of the public street fronting the premises where the sign is to be located, to the maximum height allowed for the sign.

(B) From that point, extend a horizontal line to where the sign is to be located.

(C) The horizontal line is the maximum height allowed at that location.

(2) Street Level Measurement

(A) Along elevated roadways, the height of a sign may be measured from the principal lane, the frontage road, or the ground, whichever allows the greatest height.

(B) At the highest point of the sign, draw a horizontal line to the outer extremities of the sign.

(C) At the center of the horizontal line, draw a vertical line to the street level (the level of the principal lane, the frontage road or the ground).

(D) The vertical line may not exceed the height allowed for a sign at that location for that particular district.

(3) Natural Ground Level Measurement

(A) At the highest point of the sign, draw a horizontal line to the outer extremities of the sign.

(B) At the center of the horizontal line, draw a vertical line to the natural ground level below (the "natural ground level" shall include any changes in typography necessary for development of the property).

(C) The vertical line may not exceed the height allowed for the sign at that location.

(c) Sign Area

(1) Sign area means the area enclosed by the smallest imaginary regular shape (e.g. parallelogram, triangle, circle, trapezoid) or combination of regular shapes that will encompass the extreme limits of the writing, representation, emblem, or other display, or combination thereof, together with any material or color forming an integral part of the display or used to differentiate the sign from the backdrop or structure against which it is placed.

(2) Sign area includes such features as decorative or ornamental elements or features, borders, trims, but not including the architectural enclosure or supporting structure which is used solely for support of the sign, such as poles columns and cables, pylons, or architectural enclosures.

10.309.5.3 Sign Number Variables

Signs may be allocated by (note: this is not an inclusive list):

(a) Lot;

(b) Storefront;

(c) Entrance;

(d) Grounded Canopy;

(e) Window; or

(f) Building.

10.309.6. Sign Features

Signs may incorporate the following features established below; however, these features shall only be allowed as established in the tables in Section 10.309.10 through Section 10.309.12.

10.309.6.1 Illumination

(a) Generally

(1) A sign that is "illuminated" means any sign that incorporates illumination on or in the sign, or that directs illumination toward or over all or part of the sign, or that is created by the projection of illuminations onto a surface (such as a building wall).

Commented [JB14]: Yes, generally speaking LED is considered to be illumination signs

(2) Permanent signs may be illuminated by static and continuous internal, external, and halo illumination configurations as indicated in the tables in Section 10.309.10 through Section 10.309.12. for each sign type. Figure 309.6-1 shows the various illumination configurations (from top left to bottom right: halo illumination, external illumination, external illumination, internal illumination).

Figure 309.6-1: Illumination Configurations

(3) Temporary signs shall not be illuminated.

Commented [JB15]: generally speaking, temporary signs are not illuminated (this includes coming soon signs). Most coming soon signs are either banners or feather flags/banners

(b) Standards

The standards below apply to all signs that are illuminated.

(1) Signs that are illuminated shall not operate at brightness levels of more than a half (0.5) foot-candles above ambient light conditions at the property line, as measured using a foot-candle meter. Illumination levels shall be measured in foot-candles with a meter sensor in a horizontal position at an approximate height of three feet above grade.

(2) Illumination shall not include animation, moving video, or flashing, scrolling, intermittent, moving lights, rotating beams or flashing beacon lights.

(3) Signs that are illuminated shall not be illuminated by flashing, intermittent, or moving lights, or lights that consist of an image projected upon a stationary object.

(4) The illumination source for a sign or building shall be shielded from view from any point on the ground by either an opaque or translucent material.

(5) Illumination shall comply with all applicable provisions of the City's Electrical Code.

(6) Signs with illumination in or within one hundred (100) feet of a residential area shall be reduced to fifty percent (50%) of the maximum brightness level allowed by this Section between the hours of 12:00 AM and 6:00 AM.

10.309.6.2 Electronic Message Centers

(a) Generally

(1) A sign that incorporates an electronic message center (EMC) means a sign that displays a digital copy, including any illuminated sign on which the illumination is not kept stationary or constant in intensity and color when the sign is in use, including any light emitting diode (LED) or digital panel, and which varies in color or intensity (Figure 309.6-2 shows examples of signs that incorporate EMCs).

Figure 309.6-2: EMCs Signs

(2) Permanent signs may incorporate EMCs as indicated in the tables in Section 10.309.10 through Section 10.309.12. for each sign type.

(3) Temporary signs shall not incorporate EMCs.

(b) Standards

(1) Hold Time

(A) Each message on the sign shall be displayed for at least fifteen (15) seconds duration.

(B) Message changes shall be completed instantaneously and shall be imperceptible.

(2) Electronic Copy

(A) Signs incorporating EMCs shall only contain static messages changed exclusively by dissolve or fade transitions and shall not have movement or the appearance or optical illusion of movement during the static display period of any part of the sign.

(B) A static message shall not include any flashing or varying of light intensity, and the message shall not scroll.

(C) The change of message using dissolve or fade transition shall not exceed two (2) seconds of time between each message displayed on the sign.

(3) Brightness

(A) The intensity of the light source for an EMC shall not produce glare, the effect of which constitutes a traffic hazard or is otherwise detrimental to the public health, safety or welfare.

(B) An EMC shall not operate at brightness levels of more than 0.5 foot-candles above ambient light conditions at the property line, as measured using a foot-candle meter. Illumination levels shall be measured in foot-candles with a meter sensor in a horizontal position at an approximate height of three feet above grade.

(C) Prior to the issuance of a sign permit, the applicant shall provide written certification from the sign manufacturer that the light intensity has been factory pre-set not to exceed a half (0.5) foot-candles above ambient light and that the intensity level is protected from end-user manipulation by password-protected software or other method as deemed appropriate by the Director of Development Services.

(4) Light Sensing Device

Each digital sign shall have a light-sensing device that will adjust the brightness as ambient light conditions change.

(5) Technology

(A) The technology currently being deployed for EMCs is LED, but there may be alternate, preferred and superior technology available in the future.

(B) Any other technology that complies with the performance standards for EMCs, including the maximum brightness levels as stated above, is permitted.

(6) Automatic Shutoff

An EMC shall:

(A) Have automatic dimmer software or solar sensors to control brightness for nighttime viewing and variations in daytime ambient light.

(B) Include systems and monitoring to either turn the display off, show "full black" on the display, or include a default mechanism that freezes the sign in one position if a malfunction occurs, and

(C) Be designed so that a catastrophic power surge will cause the sign to go dark or to deploy the maximum brightness limitations, and

(D) Automatically adjust the intensity of its display according to natural ambient light conditions.

(7) Resolution

(A) EMC faces shall have a pixel pitch of no more than sixteen (16) millimeters.

(i) "Pixel pitch" means a measurement of the resolution of a digital display, in terms of the distance (generally in millimeters) between the center of a LED cluster (pixel) and the center of the next LED pixel.

(ii) A lower pixel pitch measurement indicates a higher display resolution.

(B) The requirements of Subsection (b)(1) above applies only to signs that are constructed, rebuilt or replaced after the effective date of this UDC.

(c) Maintenance

(1) The sign owner shall provide the Director of Development Services with the phone number and email address of a person who is available to be contacted at any time and who is able to turn off the EMC promptly after a malfunction occurs.

(2) The light modules on electronic message centers shall be repaired or replaced if they become broken, burned-out, or substantially dimmed.

10.309.6.3 Changeable Copy

(a) Generally

Permanent signs may incorporate changeable copy as indicated in the tables in Section 10.309.10 through Section 10.309.12. for each sign type (Figure 309.6-3 shows examples of signs that incorporate changeable copies).

Figure 309.6-3: Changeable Copy Signs

(b) Standards

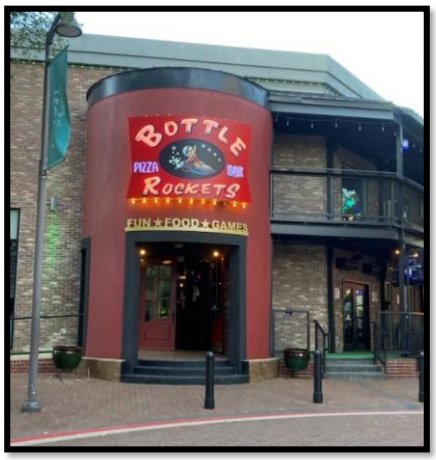
Changeable copies may be illuminated if the dimensions and standards allow illumination for the sign type in the district.

10.309.6.4 Neon

(a) Generally

(1) Neon shall mean any sign that uses neon, argon, mercury or a similar gas to fill tubing, made of glass or similar material, which is charged with electricity and used to create an illuminated tubular sign or an illuminated decorative element(s) of a sign area. The tubing may contain an alternative illumination technology, such as, but not limited to, LEDs. Any nongaseous illumination technology, such as LEDs, shall produce illumination that appears to be a continuous, uninterrupted line, similar to illumination produced by gaseous illumination technology to be considered neon for the purposes of applicability of this Section (See Figure 309.6-4 as an example of a sign that uses neon).

Figure 309.6-4: Neon Signs



(2) Permanent signs may incorporate neon as indicated in the tables in Section 10.309.10 through Section 10.309.12. for each sign type.

(b) Standards

(1) The use of neon as a sign feature shall require review and approval by the Planning and Zoning Commission prior to approval of a sign permit based on the following factors:

(A) The neon uses colors that coordinate with the colors of the building and district in which it is located;

(B) The neon does not overwhelm or hide character-defining features of a building;

(C) The neon is placed and sized to reinforce the building's architecture and its surroundings; and

(D) The neon is placed at similar heights and façade locations as adjacent buildings or tenants to provide an integrated block appearance.

(2) All neon signs shall comply with Section 10.309.6.1 Illumination.

(3) The intensity of the neon lighting shall not produce glare, the effect of which constitutes a traffic hazard or is otherwise detrimental to the public health, safety or welfare.

(4) Change of illumination to produce apparent motion of the visual image on neon signs, such as changes in luminance in a sequential or radial manner to produce what appears to be movement of an element of the sign shall be prohibited. Flashing and physical movement of a sign and/or its elements are also prohibited.

(5) Signage that uses LED tubing or similar and has the appearance of neon is considered to be the same as neon if it produces a continuous lit appearance similar to neon lighting technology and does not create darker and/or shadowy spaces between individual LEDs that make the linear, illuminated image appear non-continuous.

10.309.6.5 Hand-Applied Paint

(a) Generally

Permanent signs may incorporate hand-applied paint as indicated in the tables in Section 10.309.10 through Section 10.309.12. for each sign type (See Figure 309.6-5 as an example of signs that use hand-applied paint). Hand applied paint signs require approval by Planning and Zoning and City Council prior to being applied to buildings.

Figure 309.6-5: Hand-Applied Paint Signs

Commented [JB16]: SUP is a zoning related permit not signage/building permits. We can incorporate that any hand applied paint is requiring council approval. SUP adds notification timeline, PZ and CC.

(b) Standards

Where allowed by Section 10.309.10 through Section 10.309.12, painted signs shall follow the same regulations as non-painted signs of the same type. For example, a hand painted wall sign shall simply be considered a wall sign for the purposes of applicability of this Section.

10.309.7. Sign Types

10.309.7.1 Purpose

(1) This Section establishes the required standards for signs from the following sign categories and subcategories:

(A) Permanent signs.

(i) Freestanding signs;

(ii) Attached signs;

(iii) Incidental signs.

(B) Temporary sign.

(C) Special signs.

(2) This classification system provides flexibility for persons and businesses who display signs, avoids sign distinctions that depend on a sign's message, supports the communities' aesthetic goals, and avoids potential traffic hazards and clutter.

10.309.7.2 Generally

This Section establishes standards for individual sign types. Subsections on each sign type addresses the following standards:

(1) Images or graphics that illustrate the sign type;

(2) A table summarizing the applicable sign standards, including:

(A) Text defining the sign type.

(B) If the sign type is allowed in the designated areas provided in the tables in Section 10.309.10 through Section 10.309.12.

(C) If a sign permit is required.

(D) The maximum number of signs of each type.

(E) Maximum sign dimensions, including:

(i) Sign area;

(ii) Height;

(iii) Location/setbacks;

(iv) Other requirements.

(F) If the sign features provided in Section 10.309.6. are allowed:

(i) Changeable copies;

(ii) Electronic message centers;

(iii) Illumination features;

(iv) Neon;

(v) Hand applied paint.

10.309.8. Sign Type Conversion

Table 309-1: Sign Type Conversion

Applicable			Previous
Sign Category	**Sign Subcategory**	**Sign Type**	**Sign Type**
Permanent	Freestanding	Monument Sign	Monument Sign
		Pole Sign	Pole Sign; Pylon Sign
		Subdivision Entry Sign	Development Sign
	Attached	Wall Sign	Wall Sign
		Canopy Sign	Canopy Sign; Awning Sign
		Grounded Canopy Sign	Canopy Sign
		Projecting Sign	Projecting Sign
		Hanging Sign	
		Marquee Sign	Attached Sign
		Window Sign	Window Sign
	Incidental	General Incidental Sign	Directional Sign
		Speaker Board	
Temporary		General Temporary	Garage Sale; Open House; Portable;
		Sidewalk Sign	A-frame Sign
		Banner	Banner
		Feather Sign	Banner
		Balloon	
Special		Mural	Mural
		Billboard	Billboard

10.309.9. Allocation System

10.309.9.1 Sign Districts

This Section regulates signs by location. This UDC regulates use, setbacks, building size, site design, and land use allowances by zoning districts. For the purposes of this Section, zoning districts and those areas within the City's ETJ are organized into sign districts to produce desirable sign outcomes. The sign districts are established in the table below.

Table 309-2: Sign Districts

Sign District	Zoning District
ARN	AR - Agriculture & Residential District
	R-1 - Legacy Single-Family District
	N-1 - Neighborhood Hamlet District
	PR - Public & Recreational District
NMH	N-2 - Neighborhood Village District
	N-2(H) Neighborhood Village District (Historic)
	MU-1 - Mixed-Use Community District
	N-3 - Neighborhood Town District
	H - Historic District Overlay
CGI	CC - Commerce Corridor District
	ID – Innovation District Overlay
	B - Business & Light Industrial District
	M - Manufacturing & Industrial District
MUR	MU-2 - Mixed Use Regional District
ETJ	ETJ – Extraterritorial Jurisdiction

10.309.9.2 Sign Permit Requirements by Sign District

Applicable permitting requirements for each sign type shall be as provided in this Section and shall comply with the procedures established Section 10.802.15.

10.309.10. Permanent Signs

10.309.10.1 Freestanding Signs

Freestanding signs are classified into one of the following sign types: monument signs, pole signs, or subdivision entry signs. Their associated regulations are established in this Section. A lot may have one freestanding sign, but not multiple unless specified elsewhere in this Section.

Commented [JB17]: A-frames are already allowed during operating hours and must be up to entrance as close as possible. Is council wanting to add more a-frames allowed and change the location to not be in ROW? How many a-frames are allowed as max (currently one).

(a) Monument Signs

Figure 309.10-1: Monument Signs

(1) Generally

The following table establishes the standards for Monument Signs.

Table 309-3: Monument Sign Standards

Definition	A permanent, freestanding sign mounted to a solid base support at ground level with no open space between the bottom of the sign and the ground.				
Key	✓ = yes, a permit is required or the feature is allowed | ✕ = no/not allowed | NR = the sign type or characteristic is allowed for nonresidential uses only | sf = square feet | ft = feet | "-" = the standard does not apply				
Sign District → Requirement ↓	**ARN**	**NMH**	**CGI**	**MUR**	**ETJ**
General					
Allowed?	NR	NR	✓	✓	NR
Permit Required?	✓	✓	✓	✓	✓
Number per Lot (max.)	1	1	1	1	1
Dimensions					
Sign Area (max.)					
Buildings < 50,000 sf	32 sf	40 sf	60 sf	40 sf	60 sf
Buildings ≥ 50,000 – 100,000 sf	48 sf	60 sf	80 sf	60 sf	80 sf
Buildings ≥ 100,000 sf	64 sf	80 sf	100 sf	80 sf	100 sf
Sign Height (max.)					
Buildings < 50,000 sf	6 ft	6 ft	10 ft	8 ft	8 ft
Buildings ≥ 50,000 – 100,000 sf	8 ft	8 ft	12 ft	10 ft	10 ft
Buildings ≥ 100,000 sf	10 ft	10 ft	15 ft	12 ft	12 ft
Setbacks (min.)					
From Front Property Line	5 ft	5 ft	5 ft	5 ft	5 ft
From Other Property Lines	5 ft	5 ft	5 ft	5 ft	5 ft
From Other Freestanding Signs	100 ft	100 ft	100 ft	100 ft	100 ft
Features					
Changeable Copy	NR	NR	✓	✓	✓
Electronic Message Center	✕	✕	✓	✓	✓
Illumination	NR	NR	✓	✓	✓
Neon	✕	✕	✕	✕	✕
Hand-Applied Paint	✕	✕	✕	✕	✕

(2) Number

(A) This Subsection generally allows one (1) double-sided monument sign for each lot fronting a street for the districts shown in the table unless the lot fronts multiple streets, in which an additional monument sign is allowed for each street frontage.

(B) No monument sign is allowed on a lot without frontage on to a street.

(3) Multi-Tenant Allowances

(A) The maximum sign area for a monument sign on a lot with multiple tenants may be increased by twenty-five (25%).

~~(B)~~ No monument sign on a lot with multiple tenants with an increased maximum sign area allowance shall be located within two hundred (200) feet of another monument sign~~.~~

~~(C)~~(B) ~~No monument sign on a lot with multiple tenants with an increased maximum sign area allowance shall be located~~ or within five hundred (500) feet of a residential use.

~~(D)~~(C) A monument sign on a lot with multiple tenants shall be set back at least fifteen (15) feet from the front property line.

(4) Design and Installation

(A) Any electrical service provided to a monument sign shall be underground.

(B) Monument signs shall be designed to withstand wind loads established by the Building Code.

(C) All monument signs shall be placed in concrete bases or footings.

(D) Monument signs shall be landscaped around the base of the sign in an area equal to three feet for each square foot of sign and base area.

(E) An individual monument sign shall contain at a minimum a three-foot masonry base around all sides of the sign.

(F) A monument sign may incorporate a changeable copy or an electronic message center based on the standards of Section 10.309.6 and the allowances established in the table above.

(b) Pole Signs

Figure 309.10-2: Pole Signs

(1) Generally

The following table establishes the standards for Pole Signs.

Table 309-4: Pole Sign Standards

Definition	A permanent, freestanding sign in which the sign face is mounted on one (1) or more poles/pillars and the base of the sign face is situated above the ground, leaving an open space between sign face and the ground.				
Key	✓ = yes, a permit is required or the feature is allowed | ✕ = no/not allowed | NR = the sign type or characteristic is allowed for nonresidential uses only | sf = square feet | ft = feet | "-" = the standard does not apply				
Sign District → Requirement ↓	**ARN**	**NMH**	**CGI**	**MUR**	**ETJ**
General					
Allowed?	✕	✕	✓	✕	NR
Permit Required?	-	-	✓	-	✓
Number per Lot (max.)	-	-	1	-	1
Dimensions					
Sign Area (max.)					
Buildings < 50,000 sf	-	-	60 sf	-	60 sf
Buildings ≥ 50,000 – 100,000 sf	-	-	80 sf	-	80 sf
Buildings ≥ 100,000 sf	-	-	100 sf	-	100 sf
Sign Height (max.)					
Buildings < 50,000 sf	-	-	10 ft	-	8 ft
Buildings ≥ 50,000 – 100,000 sf	-	-	12 ft	-	10 ft
Buildings ≥ 100,000 sf	-	-	15 ft	-	12 ft
Setbacks (min.)					
From Front Property Line	-	-	10 ft	-	10 ft
From Other Property Lines	-	-	5 ft	-	10 ft
From Other Freestanding Signs	-	-	100 ft	-	100 ft
Features					
Changeable Copy	-	-	✓	-	✓
Electronic Message Center	-	-	✓	-	✓
Illumination	-	-	✓	-	✓
Neon	-	-	✕	-	✕
Hand-Applied Paint	-	-	✕	-	✕

Commented [JB18]: the note about being too small .. what size is the desire to be? Increase to each section by 20 sqft or more?

(2) Number

(A) This Subsection allows one (1) double-sided pole sign for each lot fronting a street for the sign districts shown in the table unless the lot fronts multiple streets, in which an additional pole sign is allowed for each street frontage.

(B) No pole sign is allowed on a lot without frontage on to a street.

(3) Location

Pole signs are only allowed if:

(A) A lot abuts Interstate U.S. Highway 79 or State Highway 130.

(B) Located within a distance of one hundred (100) feet from the right-of-way line of the linear segment of that thoroughfare and situated so as to be viewed from that thoroughfare.

(4) Multi-Tenant Allowances

(A) The maximum sign area for a pole sign on a lot with multiple tenants may be increased by twenty-five (25%).

(B) No pole sign on a lot with multiple tenants with an increased maximum sign area allowance shall be located within two hundred (200) feet of another pole sign.

(C) No pole sign on a lot with multiple tenants with an increased maximum sign area allowance shall be located within five hundred (500) feet of a residential use.

(D) A pole sign on a lot with multiple tenants shall be set back at least fifteen (15) feet from the front property line.

(5) Design and Installation

(A) Any electrical service provided to a pole sign shall be underground.

(B) Pole signs shall be designed to withstand wind loads established by the Building Code.

(C) All pole signs shall be placed in concrete bases or footings.

(D) All pole signs shall be landscaped around the base of the sign in an area equal to three square feet for each square foot of sign area.

Commented [JB19]: creates visible and aesthetically pleasing

(E) Pole signs shall not have attached any guys or braces.

(F) A pole sign may incorporate a changeable copy or an electronic message center based on the standards of Section 10.309.6 and the allowances established in the table above.

(c) Subdivision Entry Signs

Figure 309.10-3: Subdivision Entry Signs

(1) Generally

The following table establishes the applicable standards for subdivision entry signs.

Table 309-5: Subdivision Entry Sign Standards

Definition	A subdivision entry sign is a permanent, freestanding monument sign located at the entry of a platted subdivision from a street.				
Key	✓ = yes, a permit is required or the feature is allowed | ✕ = no/not allowed | NR = the sign type or characteristic is allowed for nonresidential uses only | sf = square feet | ft = feet | "-" = the standard does not apply				
Sign District → Requirement ↓	**ARN**	**NMH**	**CGI**	**MUR**	**ETJ**
General					
Allowed?	✓	✓	✓	✓	✓
Permit Required?	✓	✓	✓	✓	✓
Dimensions					
Sign Area (max.)	60 sf	50 sf	80 sf	60 sf	60 sf
Sign Height (max.)	6 ft	5 ft	8 ft	6 ft	6 ft
Setbacks					
From Adjacent Residential Use (min.)	20 ft	20 ft	20 ft	20 ft	20 ft
Features					
Changeable Copy	✕	✕	✕	✕	✕
Electronic Message Center	✕	✕	✕	✕	✕
Illumination	✓	✓	✓	✓	✓
Neon	✕	✕	✕	✕	✕
Hand-Applied Paint	✕	✕	✕	✕	✕

(2) Number and Location

Two (2) subdivision entry signs may be located at the intersection of a street or private driveway and an entry into a subdivision. The signs shall be configured as follows:

(A) Two (2) signs with one (1) sign face each located on opposite sides of the street entry or private driveway;

(B) One (1) sign with two (2) faces located within a landscaped area dividing two (2) one-way street entries or private driveways; or

(C) One (1) sign located on one (1) side of the street entry or private driveway.

(3) Design and Installation

A subdivision entry sign shall:

(A) Be constructed with stone, brick, concrete, metal, routed wood planks or beams, or similar durable, weatherproof materials.

(B) Have a defined, bordered, landscaped area at the base of the sign.

(C) Provide a required landscaped area that:

(i) Is parallel to the face of the sign;

(ii) Is around the base of the sign equal to two feet for each square foot of sign and base area;

(iii) Is kept neat and weed-free; and

(iv) Contains living plant materials covering at least fifty percent (50%) of the defined landscaped area. Artificial plant materials are not authorized for use.

(v) For double-sided subdivision entry signs, the landscaped area shall be allocated so that a portion of the required landscaping is located in front of each sign face.

(D) When electrical service is provided to a subdivision entry sign, all electrical service shall be underground.

(E) Only use external illumination if providing sign lighting.

10.309.10.2 Attached Signs

Attached signs are classified into one of the following sign types: wall signs, attached canopy signs, grounded canopy signs, projecting signs, hanging signs, window signs, and marquee signs. Their associated regulations are established in this Section.

(a) Generally

(1) Internally lit channel letters and halo lit letters are preferred for attached signs.

(2) Domed, bullnose and bubble-style awning signs, and internally illuminated box signs are prohibited as attached signs.

(3) Attached signs:

(A) Cannot overlap features such as cornices, eaves, window and door frames, columns and other decorative elements.

(B) Shall be placed at least three (3) ft from the vertical edge of a wall and other attached signs unless otherwise specified in this Section.

(C) Shall be placed entirely below the lowest point of a building's parapet wall, except signs on water towers and smokestacks.

(b) Wall Signs

Figure 309.10-4: Wall Signs

(1) Generally

The following table establishes the applicable standards for wall signs.

Table 309-6: Wall Sign Standards

Definition	A wall sign is a permanent, attached sign painted on or affixed to the wall or surface of a building or display surface which is parallel to the supporting surface**.**				
Key	✓= yes, a permit is required or the feature is allowed | ✕ = no/not allowed | NR = the sign type or characteristic is allowed for nonresidential uses only | sf = square feet | ft = feet | "-" = the standard does not apply				
Sign District → Requirement ↓	**ARN**	**NMH**	**CGI**	**MUR**	**ETJ**
General					
Allowed?	NR	NR	✓	✓	NR
Permit Required?	✓	✓	✓	✓	✓
Dimensions					
Sign Area (max. % of wall)	20%	20%	15%	20%	15%
Vertical Clearance (min.)	8 ft	8 ft	8 ft	8 ft	8 ft
Sign Projection (max.)	1 ft	2 ft	1 ft	2 ft	2 ft
Features					
Changeable Copy	✕	✕	✕	✕	✕
Electronic Message Center	✕	✕	✕	✕	✕
Illumination	NR	NR	✓	✓	NR
Neon	NR	NR	✓	✓	NR
Painted on Wall	NR	NR	✓	✓	NR

(2) Number

There is no limit to the amount of wall signs allowed on a building; however, in no instance shall the cumulative wall sign allowance exceed the requirements in the table.

Commented [JB20]: SUP is for zoning not building signs - why SUP. They can have as many signs as they want as long as the square footage meets code - if they cannot meet code they can ask for a variance

(3) Design and Installation

A wall sign:

(A) Shall affix flush against the wall of the building or as flush as possible while allowing the plane of the face of the sign to remain perpendicular to the ground.

(B) Shall not cover more than eighty percent (80%) of the wall's width.

(C) The face of a wall sign cannot extend above the top surface of the face of the wall to which it is attached.

(c) Attached Canopy Signs

Figure 309.10-5: Attached Canopy Signs

(1) Generally

The following table establishes the applicable standards for attached canopy signs.

Table 309-7: Attached Canopy Sign Standards

Definition	An attached canopy sign is a permanent, attached sign painted, printed, attached, or otherwise applied to any facet of the covering or frame structure of an awning or attached structural canopy.				
Key	✓ = yes, a permit is required or the feature is allowed | ✕ = no/not allowed | NR = the sign type or characteristic is allowed for nonresidential uses only | sf = square feet | ft = feet | "-" = the standard does not apply				
Sign District → Requirement ↓	**ARN**	**NMH**	**CGI**	**MUR**	**ETJ**
General					
Allowed?	✕	✕	✓	✓	NR
Permit Required?	-	-	✓	✓	✓
Dimensions					
Sign Area (cumulative max. per attached canopy)	-	-	100 sf	75 sf	100 sf
Sign Projection (max.)	-	-	1 ft	1 ft	1 ft
Features					
Changeable Copy	-	-	✓	✓	NR
Electronic Message Center	-	-	✓	✕	NR
Illumination	-	-	✓	✓	NR
Neon	-	-	✕	✕	✕
Hand-Applied Paint	-	-	✓	✓	NR

(2) Number

There is no limit to the amount of attached canopy signs allowed on an attached canopy or building; however, in no instance shall the cumulative attached canopy sign allowance exceed the requirements in Table 309-7.

(3) Design and Installation

(A) An attached canopy sign shall affix flush against the surface of the face of the attached canopy or as flush as possible while still allowing the plane of the face of the sign to remain perpendicular to the ground.

(B) The face of an attached canopy sign cannot extend above the top surface of the face of the awning or canopy to which it is attached.

(d) Grounded Canopy Signs

Figure 309.10-6: Grounded Canopy Signs

(1) Generally

The following table establishes the applicable standards for grounded canopy signs.

Table 309-8: Grounded Canopy Sign Standards

Definition	A grounded canopy sign is a permanent, attached sign that is affixed to a grounded canopy. A grounded canopy is a permanent structure that is structurally independent of a building affixed to the ground, that is of rigid construction, and over which a covering is attached that provides weather protection, identity, or decoration.				
Key	✓ = yes, a permit is required or the feature is allowed | ✕ = no/not allowed | NR = the sign type or characteristic is allowed for nonresidential uses only | sf = square feet | ft = feet | "-" = the standard does not apply				
Sign District → Requirement ↓	**ARN**	**NMH**	**CGI**	**MUR**	**ETJ**
General					
Allowed?	✕	✕	✓	✓	NR
Permit Required?	-	-	✓	✓	✓
Dimensions					
Sign Area (cumulative max. per grounded canopy)	-	-	100 sf	75 sf	100 sf
Sign Projection (max.)	-	-	1 ft	1 ft	1 ft
Features					
Changeable Copy	-	-	✓	✓	NR
Electronic Message Center	-	-	✓	✕	NR
Illumination	-	-	✓	✓	NR
Neon	-	-	✕	✕	✕
Hand-Applied Paint	-	-	✕	✕	✕

(2) Number

There is no limit to the amount of grounded canopy signs allowed on a grounded canopy; however, in no instance shall the cumulative grounded canopy sign allowance exceed the requirements in the table.

(3) Design and Installation

(A) A grounded canopy sign shall affix flush against the surface of the face of the grounded canopy or as flush as possible while still allowing the plane of the face of the sign to remain perpendicular to the ground.

(B) The face of a grounded canopy sign cannot extend above the top surface of the face of the grounded canopy to which it is attached.

(e) Hanging Signs

Figure 309.10-7: Hanging Signs

(1) Generally

The following table establishes the applicable standards for hanging signs.

Table 309-9: Hanging Sign Standards

Definition	A hanging sign is a permanent, attached sign suspended/hanging from the underside of a canopy, awning, ceiling, marquee, roof overhang, a covered porch, or walkway.				
Key	✓ = yes, a permit is required or the feature is allowed | ✕ = no/not allowed | NR = the sign type or characteristic is allowed for nonresidential uses only | sf = square feet | ft = feet | "-" = the standard does not apply				
Sign District → Requirement ↓	**ARN**	**NMH**	**CGI**	**MUR**	**ETJ**
General					
Allowed?	✕	NR	✓	✓	✕
Permit Required?	-	✓	✓	✓	-
Number per Storefront (max.)	-	1	1	1	-
Dimensions					
Sign Area (max.)	-	16 sf	12 sf	16 sf	-
Vertical Clearence (min.)	-	8 ft	8 ft	8 ft	-
Sign Projection (max.)	-	4 ft	2 ft	4 ft	-
Features					
Changeable Copy	-	✕	✕	✕	-
Electronic Message Center	-	✕	✕	✕	-
Illumination	-	NR	✓	✓	-
Neon	-	✕	✕	✕	-
Hand-Applied Paint	-	NR	✓	✓	-

(2) Design and Installation

(A) A hanging sign shall affix to the surface of the wall so that the face of the sign remains perpendicular to the ground.

(B) A hanging sign may encroach a maximum of three (3) feet over a public sidewalk but shall not encroach over any parking or travel lane.

(f) Marquee Signs

Figure 309.10-8: Marquee Signs

(1) Generally

The following table establishes the applicable standards for marquee signs.

Table 309-10: Marquee Sign Standards

Definition	A marquee sign is a permanent, attached sign affixed to a marquee. A marquee is a type of attached canopy that has a top surface that is sloped less than twenty-five (25) degrees from the horizontal, is located less than ten (10) feet above the top of an operable exterior doorway, and frequently includes panels for changeable copy				
Key	✓ = yes, a permit is required or the feature is allowed | ✕ = no/not allowed | NR = the sign type or characteristic is allowed for nonresidential uses only | sf = square feet | ft = feet | "-" = the standard does not apply				
Sign District → Requirement ↓	**ARN**	**NMH**	**CGI**	**MUR**	**ETJ**
General					
Allowed?	✕	NR	✓	✓	✓
Permit Required?	-	✓	✓	✓	✓
Number per Building/Storefront (max.)	-	1	1	1	1
Dimensions					
Sign Area (max. % of wall)	-	20%	20%	30%	30%
Vertical Clearence (min.)	-	8 ft	8 ft	8 ft	8 ft
Sign Projection (max.)	-	6 ft	6 ft	8 ft	8 ft
Features					
Changeable Copy	-	✓	✓	✓	✓
Electronic Message Center	-	✕	✕	✕	✕
Illumination	-	✓	✓	✓	✓
Neon	-	✓	✓	✓	✓
Hand-Applied Paint	-	✕	✕	✕	✕

(2) Design and Installation

A marquee sign:

(A) Shall be located above the primary public entrance(s) of a building or storefront.

(B) May extend the full length of the building façade but shall not extend above the wall to which it is attached.

(C) May project over a sidewalk but shall not project above a street.

(g) Projecting Signs

Figure 309.10-9: Projecting Signs

(1) Generally

The following table establishes the applicable standards for projecting signs.

Table 309-11: Projecting Sign Standards

Definition	A projecting sign is a permanent, attached sign type that is affixed to and projects a foot or more from the wall of a building and is generally perpendicular to the building façade.				
Key	✓ = yes, a permit is required or the feature is allowed | ✕ = no/not allowed | NR = the sign type or characteristic is allowed for nonresidential uses only | sf = square feet | ft = feet | "-" = the standard does not apply				
Sign District → Requirement ↓	**ARN**	**NMH**	**CGI**	**MUR**	**ETJ**
General					
Allowed?	✕	NR	✓	✓	✕
Permit Required?	-	✓	✓	✓	-
Number per Building/Storefront (max.)	-	1	1	1	-
Dimensions					
Sign Area (max.)	-	30 sf	40 sf	40 sf	-
Vertical Clearence (min.)	-	8 ft	8 ft	8 ft	-
Sign Projection (max.)	-	6 ft	6 ft	6 ft	-
Features					
Changeable Copy	-	✕	✕	✕	-
Electronic Message Center	-	✕	✕	✕	-
Illumination	-	NR	✓	✓	-
Neon	-	NR	✓	✓	-
Hand-Applied Paint	-	NR	✓	✓	-

(2) Design and Installation

A projecting sign:

(A) Shall affix to the surface of the wall so that the face of the sign remains perpendicular to the ground.

(B) Shall not extend above the top of the wall to which it is attached.

(C) Shall be located above the canopy line.

(h) Window Signs

Figure 309.10-10: Window Signs

(1) Generally

The following table establishes the applicable standards for window signs.

Table 309-12: Window Sign Standards

Definition	A window sign is a sign posted, printed, placed, or affixed to a window or glass door. A window sign includes any sign that is located inside a building, that is three feet or less from a window or glass door, and that is clearly visible from outside the building.				
Key	✓ = yes, a permit is required or the feature is allowed | ✕ = no/not allowed | NR = the sign type or characteristic is allowed for nonresidential uses only | sf = square feet | ft = feet | "-" = the standard does not apply				
Sign District → Requirement ↓	**ARN**	**NMH**	**CGI**	**MUR**	**ETJ**
General					
Allowed?	✕	NR	✓	✓	✕
Permit Required?	-	✓	✓	✓	-
Dimensions					
Sign Area (max. % of window/door)	-	25%	25%	25%	-
Features					
Changeable Copy	-	✕	✕	✕	-
Electronic Message Center	-	✕	✕	✕	-
Illumination	-	NR	NR	NR	-
Neon	-	NR	NR	NR	-
Hand-Applied Paint	-	NR	✓	✓	-

(2) Design and Installation

(A) Window signs shall not obscure visibility into the building.

(B) No fluorescent materials shall be used for window signs.

(C) Window signs are only permitted on the first story of the building.

(D) Temporary window signs as allowed by the ordinance are exempt from the maximum area limitation.

(E) Mannequins and storefront displays of merchandise sold are not considered window signs.

(F) Interior directory signage identifying shopping aisles and merchandise display areas shall also be exempt from the window sign limitation.

10.309.10.3 Incidental Signs

Incidental signs are classified into one of the following sign types: general incidental signs or speaker boards. Their associated regulations are established in this Section. A building or lot may have multiple incidental signs as allowed in this Section.

(a) General Incidental Signs

Figure 309.10-11: General Incidental Signs

(1) Generally

The following table establishes the applicable standards for general incidental signs.

Table 309-13: General Incidental Sign Standards

Definition	A general incidental sign is a small permanent sign, other than a speaker board, that is freestanding or attached to a building that is in addition to the primary sign types for the property, such as detached signs and attached signs, and that has a height and scale that is clearly subordinate to the primary sign types allowed for the property. Examples of typical general incidental signs include house numbers, occupant directories, property or tenant identification names or numbers, wayfinding signs, and directional signs, and signs warning the public against trespassing or danger from animals. The list of examples is not exhaustive and is provided to clarify the regulations and does not limit the content of general incidental signs. The City will not review the content of general incidental signs.				
Key	✓= yes, a permit is required or the feature is allowed | ✕ = no/not allowed | NR = the sign type or characteristic is allowed for nonresidential uses only | sf = square feet | ft = feet | "-" = the standard does not apply				
Sign District → Requirement ↓	**ARN**	**NMH**	**CGI**	**MUR**	**ETJ**
General					
Allowed?	NR	NR	✓	✓	NR
Permit Required?	✓	✓	✓	✓	✓
Dimensions					
Sign Area (cumulative max per lot)	20 sf	20 sf	40 sf	50 sf	50 sf
Sign Area (max. per incidental sign)	4 sf	4 sf	6 sf	8 sf	8 sf
Sign Height (max. per incidental sign)	4 ft	4 ft	4 ft	4 ft	4 ft
Setbacks (min.)					
From Front Property Line	5 ft	5 ft	5 ft	10 ft	10 ft
From Other Property Lines	5 ft	5 ft	5 ft	10 ft	10 ft
From Other Freestanding Signs	10 ft	10 ft	10 ft	10 ft	10 ft
Features					
Changeable Copy	✕	✕	✕	✕	✕
Electronic Message Center	✕	✕	✕	✕	✕
Illumination	✕	NR	NR	NR	✕
Neon	✕	✕	✕	✕	✕
Hand-Applied Paint	✕	✕	✕	✕	✕

(2) Number

There is no overall limit to the number of general incidental signs allowed on a property; however, in no instance shall the cumulative general incidental sign

allowance exceed the requirements in the table, unless specified otherwise in this Subsection.

(3) Design and Installation

(A) Vertical clearance and setback requirements for general incidental signs shall conform to the requirements for the similar primary sign type (i.e. wall sign, window sign, monument sign) as those requirements are defined in this Section.

(B) The face of a general incidental sign cannot extend above the top surface of the face of the wall or structure to which it is attached.

(C) An attached incidental sign shall affix flush against the wall of the building in which it is located.

(D) A detached incidental sign shall have an enclosed base and be securely and firmly embedded in the ground.

(E) Incidental signs constructed in conjunction with monument and pole signs shall be consistent with the building elements and materials of those established on the same lot and within the development.

(b) Speaker Boards

Figure 309.10-12: Speaker Board Signs

(1) Generally

The following table establishes the applicable standards for speaker board signs.

Table 309-14: Speaker Board Sign Standards

Definition	A speaker board is a professionally constructed and installed sign made of a durable, weather-resistant product such as metal or high-density plastic and may include a two-way speaker system for ordering from a vehicle in a drive-thru lane provided the volume of the speaker does not exceed ambient noise conditions as measured at the property line.				
Key	✓= yes, a permit is required or the feature is allowed | ✕ = no/not allowed | NR = the sign type or characteristic is allowed for nonresidential uses only | sf = square feet | ft = feet | "-" = the standard does not apply				
Sign District → Requirement ↓	**ARN**	**NMH**	**CGI**	**MUR**	**ETJ**
General					
Allowed?	✕	NR	✓	✓	NR
Permit Required?	-	✓	✓	✓	✓
Dimensions					
Sign Area (cumulative max. per lot)	-	36 sf	50 sf	70 sf	36 sf
Sign Height (max.)	-	6 ft	6 ft	6 ft	6 ft
Setbacks (min.)					
From Front Property Line	-	10 ft	10 ft	10 ft	10 ft
From Other Property Lines	-	10 ft	10 ft	10 ft	10 ft
From Single-Family Residence	-	100 ft	100 ft	100 ft	100 ft
Features					
Changeable Copy	-	✓	✓	✓	✓
Electronic Message Center	-	✕	✓	✓	✕
Illumination	-	✓	✓	✓	✓
Neon	-	✕	✕	✕	✕
Hand-Applied Paint	-	✕	✕	✕	✕

(2) Number

There is no overall limit to the number of speaker boards allowed on a property; however, in no instance shall the cumulative speaker board allowance exceed the requirements in the table, unless specified otherwise in this Subsection.

(3) Design and Installation

(A) A speaker board shall provide no more than three (3) feet and no less than eighteen (18) inches of horizontal separation from the curb or edge of the driveway the speaker board faces.

(B) Speaker boards shall provide a minimum landscaped area of two (2) square feet per one (1) square foot of sign area abutting the sign base. In cases where the location of the sign could not accommodate such landscape area, the area may be reduced up to twenty-five percent (25%) at the Director of Development Services discretion.

10.309.11. Temporary Signs

Temporary signs are classified into one of the following sign types: general temporary signs, sidewalk signs, attached banners, detached banners, feather signs, or balloon signs. Their associated regulations are established in this Section. A building or lot may have multiple temporary signs as allowed in this Section. A temporary sign shall not be used as a placeholder for detached and attached signs unless specified elsewhere in this Article.

(a) General Temporary Signs

Figure 309.11-1 Temporary Sign

Commented [JB21]: temp signage is not typically illuminated - if illuminated this would have to be reviewed to illumination study

Commented [JB22R21]: I dont see that it is prohibited so if it is the desire to have it allowed, it should be good to go

(1) Generally

The following table establishes the applicable standards for general temporary signs not specified elsewhere in Section 10.309.11.

Table 309-15: General Temporary Sign Standards

Definition	A general temporary sign is a sign constructed of cloth, canvas, light fabric, cardboard, wood, wallboard, metal, or other light materials, with or without frames, which is intended to be displayed for a limited period of time only. Examples of typical general temporary signs include public demonstrations, grand opening signs, contractor signs, real estate signs, garage sale signs, and signs that announce an event such as a carnival, circus, or similar event. The list of examples is not exhaustive and is provided to clarify the regulations and does not limit the content of general temporary signs. The City will not review the content of general temporary signs.				
Key	✓ = yes, a permit is required or the feature is allowed | ✕ = no/not allowed | NR = the sign type or characteristic is allowed for nonresidential uses only | sf = square feet | ft = feet | "-" = the standard does not apply				
Sign District → Requirement ↓	**ARN**	**NMH**	**CGI**	**MUR**	**ETJ**
General					
Allowed?	✓	✓	✓	✓	✓
Permit Required?	✕	✕	✓	✓	✓
Number per lot (max.)	2	2	4	4	4
Dimensions					
Sign Area (max. per sign)	24 sf	24 sf	40 sf	40 sf	40 sf
Sign Height (max.)	6 ft	6 ft	6 ft	6 ft	6 ft
Setbacks (min.)					
From Front Property Line	10 ft	10 ft	10 ft	10 ft	10 ft
From Other Property Lines	10 ft	10 ft	10 ft	10 ft	10 ft
From Single-Family Residence	100 ft	100 ft	100 ft	100 ft	100 ft
Features					
Changeable Copy	✕	✕	✕	✕	✕
Electronic Message Center	✕	✕	✕	✕	✕
Illumination	✕	✕	✕	✕	✕
Neon	✕	✕	✕	✕	✕
Hand-Applied Paint	✕	✕	✕	✕	✕

(2) Duration

A general temporary sign may be displayed for:

(A) Ninety (90) consecutive days over one calendar year, or

(B) Thirty (30) consecutive days three times during a calendar year, with each thirty (30) day period separated by at least fourteen (14) calendar days.

(3) Design and Installation

(A) A detached general temporary sign shall be securely and firmly embedded in or on the ground.

(B) A detached general temporary sign shall not use sandbags or other weighted objects to secure the sign to or in the ground.

(C) A general temporary sign shall not use an adhesive (tape, glue, etc.) to affix the sign to any surface.

(b) Sidewalk Signs

Figure 309.11-2: Sidewalk Signs

(1) Generally

The following table establishes the applicable standards for Sidewalk signs.

Table 309-16: Sidewalk Sign Standards

Definition	A sidewalk sign is a temporary and portable sign that is ordinarily in the shape of an "A" or inverted "T" with back-to-back sign faces, an easel, or a similar configuration to be located on a sidewalk or walkway.				
Key	✓= yes, a permit is required or the feature is allowed | ✕ = no/not allowed | NR = the sign type or characteristic is allowed for nonresidential uses only | sf = square feet | ft = feet | "-" = the standard does not apply				
Sign District → Requirement ↓	**ARN**	**NMH**	**CGI**	**MUR**	**ETJ**
General					
Allowed?	✕	NR	✓	✓	NR
Permit Required?	-	✕	✕	✕	✕
Number per tenant/storefront (max.)	-	1	1	1	1
Dimensions					
Sign Area (max. per sign)	-	6 sf	6 sf	6 sf	6 sf
Sign Height (max.)	-	3 ft	3 ft	3 ft	3 ft
Sign Width (max.)	-	30 in	30 in	30 in	30 in
Setbacks (min.)					
From Another Sidewalk Sign	-	~~10~~ 5 ft	~~10~~ 5 ft	20 ft	20 ft
Sidewalk/Walkway Clearance	-	5 ft	5 ft	5 ft	5 ft
Features					
Changeable Copy	-	NR	✓	✓	NR
Electronic Message Center	-	✕	✕	✕	✕
Illumination	-	✕	✕	✕	✕
Neon	-	✕	✕	✕	✕
Hand-Applied Paint	-	✓	✓	✓	✓

(2) Duration

All sidewalk signs shall only be displayed during a use's business hours.

(3) Design and Installation

(A) Sidewalk signs are not allowed in planter beds.

(B) Sidewalk signs are allowed only where a building is within a build-to-zone or maximum setback, or where a front facade that includes an entryway open to the general public during normal business hours is within ten (10) feet of the edge of a public sidewalk.

(C) Sidewalk signs shall leave a minimum, unobstructed sidewalk clearance as provided in the table or as otherwise required by the ADA and City fire code requirements, whichever is greater.

(D) Sidewalk signs shall have no permanent attachments to the sidewalk.

(E) Sidewalk signs shall be composed of wood, medium-density fiberboard, metal (iron or steel) frames, or other materials with equivalent weight and density. Sidewalk signs shall not be composed of plastic or similar materials.

(F) The sign face of a sidewalk sign may include a chalkboard or dry-erase board.

(c) Banners

Figure 309.11-3: Attached Banner Signs

(1) Generally

The following table establishes the applicable standards for attached banners.

Table 309-17: Banner Standards

Definition	A banner is a temporary sign made of fabric, cloth, bunting, plastic, paper, or any other non-rigid material with no enclosing framework that is attached, mounted, tied, or otherwise placed on a building or pole attached to a building or on a frame or poles detached from the building. This definition does not include flags, pennants, feather signs, or streamers.				
Key	✓= yes, a permit is required or the feature is allowed | ✕ = no/not allowed | NR = the sign type or characteristic is allowed for nonresidential uses only | sf = square feet | ft = feet | "-" = the standard does not apply				
Sign District → Requirement ↓	**ARN**	**NMH**	**CGI**	**MUR**	**ETJ**
General					
Allowed?	NR	NR	✓	✓	✓
Permit Required?	✓	✓	✓	✓	✓
Number per Lot (max.)	1	1	1	1	1
Dimensions					
Banner Area (max.)	32 sf	32 sf	48 sf	64 sf	64 sf
Sign Height (max.)	4 ft	4 ft	4 ft	6 ft	6 ft
Setbacks (min.)					
From Front Property Line	10 ft	10 ft	10 ft	10 ft	10 ft
From Adjacent Property Line	10 ft	10 ft	10 ft	10 ft	10 ft
From Another Banner	20 ft	20 ft	20 ft	20 ft	20 ft
From Another Sign	5 ft	5 ft	5 ft	5 ft	5 ft
Features					
Changeable Copy	✕	✕	✕	✕	✕
Electronic Message Center	✕	✕	✕	✕	✕
Illumination	✕	✕	✕	✕	✕
Neon	✕	✕	✕	✕	✕
Hand-Applied Paint	✕	✕	✕	✕	✕

(2) Duration

All banners shall meet the requirements for General Temporary Signs as established in 10.309.11(a) above.

(3) Design and Installation

(A) Banner may be allowed for each tenant if placed on a multi-tenant building but shall not exceed the maximum total banner area for the building.

(B) Banners shall not be attached to any window, door, or other sign.

(C) Banners shall not use an adhesive (tape, glue, etc.) to affix the attached banner to any surface.

(d) Feather Signs

Figure 309.11-4: Feather Signs

(1) Generally

The following table establishes the applicable standards for feather signs.

Table 309-18: Feather Sign Standards

Definition	A feather sign is a temporary, freestanding sign made of flexible material in the shape of a feather, quill, sail, blade, or teardrop, and mounted on a solid or flexible pole or cord that affixes to the ground.				
Key	✓= yes, a permit is required or the feature is allowed | ✕ = no/not allowed | NR = the sign type or characteristic is allowed for nonresidential uses only | sf = square feet | ft = feet | "-" = the standard does not apply				
Sign District → Requirement ↓	**ARN**	**NMH**	**CGI**	**MUR**	**ETJ**
General					
Allowed?	✕	NR~~✕~~	✓	✓	✓
Permit Required?	-	✓ -	✓	✓	✓
Number per Lot (max.)	-	2~~-~~	2	3	3
Dimensions					
Feather Sign Area (max. per sign)	-	-	12 sf	20 sf	20 sf
Sign Height (max.)	-	-	12 ft	14 ft	14 ft
Setbacks (min.)					
From Front Property Line	-	-	10 ft	10 ft	10 ft
From Adjacent Property Line	-	-	10 ft	10 ft	10 ft
From Another Detached Banner	-	-	20 ft	20 ft	20 ft
From Another Detached Sign	-	-	5 ft	5 ft	5 ft
Features					
Changeable Copy	-	-	✕	✕	✕
Electronic Message Center	-	-	✕	✕	✕
Illumination	-	-	✕	✕	✕
Neon	-	-	✕	✕	✕
Hand-Applied Paint	-	-	✕	✕	✕

(2) Duration

All feather signs shall meet the requirements for General Temporary Signs as established in Section 10.309.11(a) above.

(3) Design and Installation

(A) A feather sign may be allowed for each tenant if placed on a multi-tenant building but shall not exceed the maximum total banner area for the building.

(B) Feather signs shall not be attached to any building, window, door, or other sign.

(e) Balloon Signs

Figure 309.11-5: Balloon Signs

(1) Generally

The following table establishes the applicable standards for balloon signs.

Table 309-19: Balloon Sign Standards

Definition	A balloon sign is a temporary sign either as an individual or grouping of inflatable devices, at least three feet in height or width, with or without a specific message, figures or designs attached to its surface, used or intended to be used to attract attention. An Inflatable Device is type of balloon sign that is a cold air inflated object, which may be of various shapes, made of flexible fabric, resting on the ground or structure, and equipped with a portable blower motor that provides a constant flow of air into the device. Inflatable devices are restrained, attached, or held in place by a cord, rope, cable, or similar method. Inflatable devices shall be included in the definition of Balloon Sign for the purposes of this Section. Balloons that do not meet the definitions in this Section are not regulated under this Section.				
Key	✓= yes, a permit is required or the feature is allowed | ✕ = no/not allowed | NR = the sign type or characteristic is allowed for nonresidential uses only | sf = square feet | ft = feet | "-" = the standard does not apply				
Sign District → Requirement ↓	**ARN**	**NMH**	**CGI**	**MUR**	**ETJ**
General					
Allowed?	✕	✕	~~-~~NR	NR	NR
Permit Required?	-	-	✓-	✓	✓
Number per tenant/storefront (max.)	-	-	1-	1	1
Dimensions					
Sign Height (max.)	-	-	-	15 ft	15 ft
Setbacks (min.)					
From Front Property Line	-	-	-	15 ft	15 ft
From Adjacent Property Line	-	-	-	15 ft	15 ft
From Another Balloon Sign	-	-	-	20 ft	20 ft
From Another Detached Sign	-	-	-	20 ft	20 ft
Features					
Changeable Copy	-	-	-	✕	✕
Electronic Message Center	-	-	-	✕	✕
Illumination	-	-	-	✕	✕
Neon	-	-	-	✕	✕
Hand-Applied Paint	-	-	-	✕	✕

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(2) Duration

All balloon signs meet the requirements for General Temporary Signs as established in Section 10.309.11(a) above.

10.309.12. Special Signs

(a) Murals

Figure 309.12-1: Mural Signs

(1) Generally

The following table establishes the applicable standards for murals.

Table 309-20: Mural Standards

Definition	A mural is a hand-produced work in which paint is applied by hand directly on an exterior wall of a building or structure. A mural does not include: • Mechanically produced or computer-generated prints or images, including digitally printed vinyl sheets and wraps; • Works containing electrical or mechanical components; or • Works that involve changing or moving images or components.				
Key	✓= yes, a permit is required or the feature is allowed | ✕ = no/not allowed | NR = the sign type or characteristic is allowed for nonresidential uses only | sf = square feet | ft = feet | "-" = the standard does not apply				
Sign District → Requirement ↓	**ARN**	**NMH**	**CGI**	**MUR**	**ETJ**
General					
Allowed?	✕	✓	✓	✓	✕
Permit Required?	-	✓	✓	✓	-
Number per Building/Storefront (max.)	-	1	1	1	-
Dimensions					
Sign Area (max. % of wall)	-	85%	85%	85%	-
Features					
Changeable Copy	-	✕	✕	✕	-
Electronic Message Center	-	✕	✕	✕	-
Illumination	-	✓	✓	✓	-
Neon	-	✕	✕	✕	-
Hand-Applied Paint	-	✓	✓	✓	-

(2) Number

One mural may be displayed on a building in addition to other signs allowed in this Section.

(3) Design and Installation

A mural may be illuminated but shall only use external illumination methods.

(4) Additional Allowances

(A) Due to murals providing unique design elements, all murals require approval from the City Council based on the criteria in this Subsection, Table Mural Standards, and the requirements, below.

(B) In its review of proposed murals located in other sign districts, the City Council will review the proposed mural based on the following factors:

(i) The mural uses durable, exterior grade paints and materials and weatherproof and ultraviolet-protective coatings;

(ii) The mural uses colors that coordinate with the colors of the building;

(iii) The mural is directed at and scaled to pedestrians;

(iv) The mural does not overwhelm or hide character-defining features of a building;

(v) The mural is placed and sized to reinforce the building's architecture and its surroundings;

(vi) The mural is placed at similar heights and façade locations as adjacent buildings or tenants to provide an integrated block appearance.

Chapter 4. Subdivision Regulations

10.401. Intent

The subdivision standards are intended to, but are not limited to the following:

(a) Promote the public health, safety and general welfare of the residents of the city and its extraterritorial jurisdiction.

(b) Standardize the procedure and requirements for developing property and submitting plans for review and approval.

(c) Establish reasonable standards of design and procedures for subdivisions, to further the orderly layout and beneficial use of land, and to ensure proper legal descriptions and documenting of subdivided land.

(d) Establish adequate and accurate records of land subdivision.

(e) Protect the character and the social and economic stability of all parts of the city, and to encourage orderly and beneficial development of all parts of the community.

(f) Promote efficient land use by preventing overcrowding and unsustainable scattered development that would injure health, safety or the general welfare due to the lack of water supplies, sanitary sewer, drainage, transportation or other public services, or excessive expenditure of public funds for those services.

(g) Provide the best possible design for each parcel being subdivided.

(h) Create a highly connected transportation system to provide choices for pedestrians, bicyclists, public transit passengers, and drivers; promote walking, bicycling and public transit; connect neighborhoods to each other and to local destinations such as schools, parks, and shopping centers; reduce vehicle miles of travel and travel times; improve air quality; reduce emergency response times; increase effectiveness of municipal service delivery; and free up arterial capacity to better serve regional and long distance travel needs.

(i) Ensure that public infrastructure are available and will have a sufficient capacity to serve the proposed subdivision and areas reasonably anticipated to be served by those infrastructures.

(j) Provide open space through the most efficient design and layout of the land, including use of average density in providing for minimum width and area of lots, while preserving the density of land as established in this code and applicable plans.

(k) Provide the cost of improvements at minimum to meet City standards that primarily benefit the parcel being developed is borne by the owner or developers of the tract.

10.402. Applicability and Exceptions

10.402.1. Applicability

This chapter applies to the following areas:

City of Hutto	Hutto Extraterritorial Jurisdiction (ETJ)
Yes	**Yes; subject to exception above**

10.402.2. Exceptions

The provisions of this section shall not be applied to land in the extraterritorial jurisdiction of the city in any way regulating:

(a) Cemeteries complying with all state and local regulations;

(b) Division of land created by order of a court of competent jurisdiction;

(c) Division of an existing legal lot caused by acquisition by the city, county, or state when the acquisition is in the best interest of the public health, safety and welfare. Resulting parcel(s) are considered legal lot(s) for development purposes on acquisition;

(d) Division of land exempted from platting requirements by Texas Local Government Code Section 212;

(e) Use of any building or parcel for any lawful purpose;

(f) Bulk, density or number of buildings on a parcel;

(g) Intensity of development on a parcel; and

(h) Number of dwelling units that can be built on a parcel.

10.403. Lot Division and Adjustment Process

10.403.1. General Requirements for Plats

Zoning Requirements

(a) A property zoned within the City Limits that is being proposed for platting, subdivision, or developments shall be properly zoned by the City prior to the submission of a development application. The proposed development layout or subdivision shown on the proposed plat shall be in conformance with all standards listed in the zoning ordinance, these subdivision regulations, or any active development agreements.

(b) Noncompliance with the requirements of the specific zoning district in which the subject property is located, or lack of proper zoning, constitute grounds for denial of a development application.

(c) Any development application submitted for approval shall be in accordance with the City's zoning ordinance if the property is located within the City Limits. Development applications for properties within the City Limits or extraterritorial jurisdiction shall

be in accordance with Hutto SOAR 2040, including all adopted water, sewer, storm drainage, future land use, park, recreation, open space, and thoroughfare plans.

(d) All plats shall be prepared by a registered professional land surveyor (RPLS) and Professional Engineer (PE).

(e) Conveying land to adjacent property owners through quitclaim deeds without approval via a formal subdivision review process is prohibited.

10.403.2. Classification of Subdivisions

Prior to a plat relating to any tract of land being recorded with the county clerk, the property owner shall apply for and secure approval of the plat by the Director of Development Services, in accordance with the procedures listed within these subdivision regulations.

10.403.2.1 Major Subdivision

10.403.2.1.1. Applicability

A major subdivision permits the division of a parcel into four or more lots and/or tracts plus the extension of public infrastructure. The major subdivision process may be used to subdivide legal lots if the subdivision is not eligible for the short form subdivision process.

10.403.2.1.2. Criteria and Process

The major subdivision process and review criteria are described in Section 10.802.12. Submittal material requirements and internal review procedure is determined by Development Services staff and will be consistently applied for all similar projects.

10.403.2.2 Short Form Subdivision

10.403.2.2.1. Applicability

A short form subdivision provides for the timely review of proposed land division that does not discernibly impact surrounding properties, environmental resources, city character or public infrastructure. The short form subdivision process may be used for the following land divisions:

(a) Division of existing legal uses with separate utilities, except nonconforming billboards. This process cannot be used to divide accessory uses from principal uses or create an opportunity for more principal uses.

(b) Division of an unplatted parcel into four lots or less, with no new improvements and are in conformance to the Mobility Master Plan and Trails Master Plan, may qualify for the short form subdivision process. Any further subdivision shall be approved through the major subdivision process.

(c) Divisions of land for schools, public infrastructure, open space, or other public uses.

10.403.2.2.2. Criteria and Process

The short form subdivision process and review criteria are described in Section 10.802.14. Submittal material requirements and internal review procedure is determined by Development Services staff and will be consistently applied for all similar projects.

10.403.3. Easement and Right-of-Way Vacation

10.403.3.1 Applicability

Right-of-way vacation permits the vacation of rights-of-way and easements that are no longer needed. Subject to review criteria, the City Engineer may grant a right-of-way or easement vacation for any right-of-way or easement of record where the city has jurisdiction and or the right-of-way vacation results in a new lot configuration, and also requires an amended plat.

10.403.3.2 Criteria and Process

The right-of-way vacation process and review criteria are described in Section 10.802.11. Submittal material requirements and internal review procedure is determined by ~~Development Services~~Engineering staff and will be consistently apply for all similar projects.

10.404. Plat Types

~~**10.404.1. Preliminary Plat**~~

~~10.404.1.1 Purpose~~

~~A preliminary plat provides detailed graphic information and associated text showing property boundaries, easements, land use, streets, utilities, drainage, and other information required to evaluate proposed subdivisions of land as determined by Development Service Staff. The preliminary plat includes the location of all improvements required by this article and other applicable city ordinances, codes and policies. Preliminary plats cannot be recorded at the county clerk's office.~~

~~10.404.1.2 Applicability~~

~~A preliminary plat is required for all major subdivisions prior to the construction of public improvements. If a preliminary plat is omitted, a final plat shall be required in conformance with section 10.404.3.~~

~~10.404.1.3 Generally~~

~~The applicant shall prepare a preliminary plat which shall include a utility layout and plans for the construction of the subdivision and all associated public improvements, together with other supplementary materials as required by these subdivision regulations or by the Development Services Staff.~~

~~10.404.1.4 Preliminary Plat Contents, Generally~~

~~The Director of Development Services may establish – not inconsistent with this article – forms and standards with regard to the content, format, and graphics for conveyance plats. The proposed conveyance plat shall show information as specified on a form or packet provided by the Development Services Staff.~~

~~10.404.1.5 Approval, Generally~~

~~Approval of the preliminary plat by the Planning and Zoning Commission shall be deemed general approval of the street and lot layout shown on the preliminary plat and shall not constitute acceptance or approval of the final plat or issuance of a permit .~~

~~10.404.1.6 Criteria and Process~~

~~The Director of Development Services may establish - not inconsistent with this article - forms and mandatory standards with regard to the content, format, and graphics for preliminary plats. The applicant shall file for approval of a preliminary plat, which conforms substantially with the preliminary site plan, or conveyance plat submitted by the applicant. The plat shall be prepared by or under the supervision of a registered public surveyor and or professional engineer in the state and shall bear his/her seal, signature, and date on each sheet. The payment of all applicable fees shall be required at the time of submission of application.~~

~~10.404.1.6.1. Application Process~~

~~(a) Pre-application meeting~~

~~Before preparing and applying for the preliminary plat, the applicant may schedule an appointment to meet with planning and engineering staff, parks and recreation department, public works department and emergency services district (fire department) as needed. The purpose of this meeting is to review the proposed development and its impacts on the surrounding area as well as discuss the procedures for approval of the plat and the requirements for the layout of new streets, street improvements, and the availability of city services; and to discuss application submittal procedures and requirements.~~

~~(b) Timing of Public Improvements~~

~~(1) After approval of:~~

~~(A) The preliminary plat by the Planning and Zoning Commission;~~

~~(B) Construction/engineering plans by the City Engineer; and~~

~~(C) Following procurement of all applicable permits from other appropriate agencies (such as TxDOT, railroad authorities, TCEQ, U.S. Army Corps of Engineers, FEMA and/or Williamson County), the applicant shall cause a contractor(s) to install or construct the public improvements in accordance with the approved plans and the city's design standards and at the applicant's expense.~~

~~(c) Approval Procedure~~

~~A preliminary plat meeting all the requirements of the City shall be approved by the Planning and Zoning Commission. Preliminary plats shall be approved provided they comply with all appropriate ordinances and Hutto SOAR 2040. The Planning and Zoning Commission shall approve, conditionally approve, or deny a preliminary plat no later than thirty (30) calendar days, not to include holiday days, following the official submission date. If the Planning and Zoning Commission fails to approve or deny the application within thirty (30) calendar days, not to include holiday days, following the official submission date, the preliminary plat shall be deemed approved.~~

~~(d) Conditional Approval or Denial Procedure~~

~~If the preliminary plat application is conditionally approved or denied, the Director of Development Services, as authorized by the Planning and Zoning Commission, shall provide a written explanation of the reason for denial. The applicant may~~

provide a written response that satisfies each condition for the conditional approval or remedies each reason for denial on the official submittal date. The Planning and Zoning Commission shall determine whether to approve or disapprove the previously conditionally approved or denied plat within 15 calendar days of receipt of the applicant's written response.

(e) Appeal Procedure

An applicant has the right to appeal the denial of a plat by the Planning and Zoning Commission to Hutto City Council.

(f) Effect of Approval

(1) Approval of a preliminary plat by the Planning and Zoning Commission constitutes authorization for the City Engineer to release construction plans subject to his/her final approval and for the City Engineer to authorize for the property owner to commence grading of the site and construction of such public improvements. Approval of a preliminary plat also authorizes the property owner, upon fulfillment of all requirements and conditions of approval, to submit for approval an application for final plat approval. Upon release of the construction plans, the City Engineer may, upon request of the applicant, issue a certificate indicating the construction plans have been released and construction of the improvement is thereafter authorized. Additional certificates may be issued by the City Engineer authorizing the construction of private utilities on a phased schedule. The certificate shall read as follows:

"The preliminary plat for (insert name of the subdivision or addition) as approved by the City of Hutto Planning and Zoning Commission on (insert date of approval) is authorized for use with engineering plans for the construction of public improvements as approved by the City Engineer. A final plat shall be approved by the Director of Development Services upon the completion of all public improvements or the provision of a subdivision improvement agreement under the terms of the subdivision ordinance and submission of a final plat in compliance with section 10.404.3 of the subdivision ordinance of the City of Hutto"

(g) Lapse of Preliminary Plat Approval

The approval of a preliminary plat shall be effective for a period of two (2) years following the date that the preliminary plat is approved by the Planning and Zoning Commission, at the end of which time the applicant shall have submitted and received approval for a final plat.

10.404.1.6.2. Standards for Approval

No preliminary plat shall be approved unless the following standards have been met:

(a) The plat substantially conforms with the approved concept plan, preliminary site plan, or conveyance plat.

(b) The construction plans have been reviewed by the city engineer.

(c) Provision for installation and dedication of public improvements has been made.

~~(d) The plat conforms to applicable zoning and other regulations.~~

~~(e) The plat meets all other requirements of these regulations.~~

~~10.404.1.6.3.~~10.404.1.1.1. Construction Plan Procedure and Requirements

~~(a) General Application Requirements~~

~~Construction plans shall be prepared by or under the supervision of a professional engineer or architect registered in the state as required by state law governing such professions. Plans submitted for review to the City shall be dated and bear the responsible professional engineer's or architect's name, serial number and the designation of "engineer," "professional engineer," or "P.E." or "architect" and an appropriate stamp (affixed seal) and a statement near the engineer's or architect's identification, stating that the documents are for preliminary review and are not intended for construction. Final plans acceptable to the City shall bear the affixed seal and signature of the professional engineer or architect and the date signed on all sheets of the plans. Public works construction in streets, alleys, or easements that will be maintained by the City shall be designed by a professional engineer registered in the state.~~

~~(b) Construction Plans~~

~~The applicant shall submit the required number of sets of the complete construction plans that have been approved by the City Engineer for all streets, alleys (if any), storm sewers and drainage structures, water and sanitary sewer facilities, screening and retaining walls, landscaping, and irrigation, and any other required public improvements for the area covered by the preliminary plat. Construction plans shall be in conformance with the design standards and with the requirements set forth within these subdivision regulations. The construction plans shall also contain any plans deemed necessary to show or document compliance with any other applicable codes and ordinances of the City that are related to development of a land parcel. The construction plans shall show information as specified on an application form or packet provided by the City Engineer.~~

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~~(c) Construction Plan Review Procedure~~

~~Construction plans and the required number of copies of the plan shall be submitted to the City Engineer for final approval. The plans shall contain all necessary information for construction of the project, including screening walls, permanent BMPs, and other special features. All materials specified shall conform to the engineering construction standards of the City. Each sheet of the plans shall contain a title block including space for the notation of revisions. This space is to be completed with each revision to the plan sheet and shall clearly note the nature of the revision and the date the revision was made and space for the City Engineer to sign off on each approved revision. The City Engineer will release the plans for construction, after approval of the preliminary plat by the commission and payment of all inspection fees. Upon such release, each contractor shall maintain one set of approved plans, stamped with City release, on the project at all times during~~

~~construction. This procedure shall also apply to approval of a final plat, if a preliminary plat is omitted.~~

~~(d)~~(a) ~~Failure to Commence Construction~~

Expiration of Approval of Subdivision Improvement Construction Plans

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~~If construction has not commenced within one (1) year after approval of the plans, resubmittal of plans may be required by the City Engineer for meeting current standards and engineering requirements.~~ The subdivision improvement construction plans will expire two (2) years from the date of approval by the City Engineer if construction has not commenced. Even after construction has commenced, the approved subdivision improvement construction plans will expire three (3) years from the date of approval. If approved subdivision improvement construction plans expire, the plans shall be resubmitted for review and approval to ensure compliance with the current design and construction standards.

~~10.404.1.6.4. Revisions to Approved Preliminary Plat~~

~~(a) Minor revisions to the preliminary plat are commonly required before the final plat is approved. Such minor revisions may include slight enlargement or shifting of easements or lot lines, addition of private or franchise utility easements, correction of bearings or distances, correction of minor labeling errors, addition of erroneously omitted informational items and labels, reduction of proposed lots, reduction of proposed development density, etc., and such revisions may be delineated on the final plat without having to reapprove the preliminary plat. Whether or not revisions are "minor" in nature shall be determined by the Director of Development Services and/or City Engineer.~~

~~(b) Major revisions, if required, such as obvious reconfiguration of lot lines or easements, relocation of driveways or access easements or fire lanes, any modification to the perimeter or boundary of the property, and relocation or addition or deletion of any public improvement (including corresponding easement), shall necessitate resubmission and reapproval of the plat as a "revised preliminary plat". The procedures for such reapproval shall be the same as for a preliminary plat. If an application for a revised preliminary plat expires due to failure to submit a complete application, or if the revised preliminary plat is complete, and considered by the Planning and Zoning Commission and is denied, the previously submitted preliminary plat(s) shall also be deemed to have been denied thus necessitating submission of a new application governed by the regulations, rules and other laws in effect at the time of the submission of the new application.~~

~~10.404.1.7 Preliminary Plat Procedure Flow Chart~~

10.404.2. Final Plat

10.404.2.1 Purpose

A final plat provides detailed graphic information and associated text showing property boundaries, easements, streets, utilities, drainage, and other information required for the maintenance of public records of the subdivision of land. Final plats are recorded and used as a plat of record, subject to the regulations in this chapter.

A final plat shall be in accordance with the ~~preliminary plat~~construction plans, as approved, and shall incorporate all applicable conditions, changes, directions, and additions imposed by the Director of Development Services and City Engineer ~~upon the preliminary plat~~. The final plat shall not be submitted prior to approval of the ~~preliminary plat (when required)~~construction plans.

10.404.2.2 Criteria and Process

Only final plat applications that include the required data, completed application form, submission fee, number of copies of the plat, record drawings, approved engineering construction plans, and other required information will be considered complete, shall be accepted for filing by the city, and shall be approved or disapproved by the Director of Development Services. Incomplete final plat applications will not be accepted for filing and will not be approved by the Director until the proper information is provided to City Staff.

10.404.2.2.1. Information Required Upon or With a Final Plat

The Director of Development Services may establish, not inconsistent with this article, forms and standards with regard to the content, format, and graphics for final plats. The proposed final plat shall show information as specified on a form or packet provided by the Development Services Department.

10.404.2.2.2. Standards for Final Plat Approval

(a) The plat substantially conforms with the approved preliminary plat, as revised if revisions were a necessary condition for approval, and other studies and plans, as applicable; and

(b) The plat and accompanying documents conform to these subdivision regulations, Hutto SOAR 2040, and applicable zoning, subdivision and any other applicable codes or ordinances of the City that are related to development of a land parcel.

(c) Required public improvements have been constructed and are ready to be accepted, and/or an improvement agreement has been accepted by the City, providing for the subsequent completion of improvements and the required bond has been posted.

Commented [GU1]: Post Fiscal to get Final Plat. - EP

(d) Provision has been made for adequate public facilities under the terms of this ordinance.

10.404.2.2.3. Timing of Public Improvements

(a) When all of the public improvements have been constructed and a request is made for acceptance of same by the City, the City Engineer shall confirm that the public improvements have been completed in accordance with the approved plans and specifications and with all applicable City standards and regulations and shall confirm receipt by the City of the required maintenance bond. In determining compliance, the City Engineer shall obtain from the applicant: one sealed set of "as-built" or "record drawing" and a digital copy of all plans (in a format as determined

by the City Engineer); a signed letter bearing sealed certification by the design engineer confirming the contractors' compliance with these subdivision regulations, and with all city construction standards set forth in the design standards and other applicable city design documents; and certification signed by the property owner before a notary that all dedications required for the public improvements have been fully conveyed. After said materials are received, and the City Engineer confirms compliance as set forth above, the City Engineer shall inform the City Manager of same and the City Manager shall receive and accept for the city the title, use, and maintenance of the public improvements.

(b) City Staff shall require that all public improvements be installed, offered for dedication, and ready for acceptance by the City prior to the final plat approval, unless the applicant has entered into a City-approved improvement agreement under Section 10.404.3.2.2(c).

10.404.2.2.4. Approval Procedure

A final plat meeting all of the requirements of the city and all conditions of the ~~approved preliminary plat~~ construction plans shall be approved by the Director of Development Services. Final plats shall be approved provided they comply with all appropriate ordinances and Hutto SOAR 2040. The Director of Development Services shall approve, conditionally approve, or deny a final plat no later than thirty (30) calendar days following the official submission date. If denied, the Director of Development Services shall provide written explanation of the reason for denial. If the Director of Development Services fails to approve or deny the application within thirty (30) calendar days following the official submission date, the final plat shall be deemed approved.

Commented [JB2]: this is state law "shot clock" - texas state law requires that a municipality or county authority act on a plat application within 30 days of filing or the plat is deemed approved

10.404.2.2.5. Conditional Approval or Denial Procedure

If the final plat application is conditionally approved or denied, the Director of Development Services shall provide written explanation of the reason for denial. The applicant may provide a written response that satisfies each condition for the conditional approval or remedies each reason for denial. The Director of Development Services shall determine whether to approve or disapprove the previously conditionally approved or denied plat within fifteen (15) days of receipt of the applicant's written response.

Commented [JB3]: state law - after the initial 30 days, the authority then has 15 days to approve, approve with conditions or disapprove the revised application

10.404.2.2.6. Appeal Procedure

An applicant has the right to appeal the denial of a plat by the Director of Development Services to the Planning and Zoning Commission.

10.404.2.2.7. Effect of Approval and Acceptance of Improvements

As soon as practicable after the final plat has been approved by the City for recordation, the Director of Development Services or designee shall initiate the recordation of the final plat with the county clerk. No conveyance or sale of any portion or lot of the property may occur until after the final plat is approved by the Director of Development Services and duly recorded by the applicant. It is the applicant's responsibility to confirm that the final plat has been duly recorded, and an applicant's failure to confirm same is at the applicant's sole risk.

10.404.2.2.8. Revisions to Approved Final Plat Prior to Filing at the County

(a) Minor revisions to the final plat are occasionally required before the final plat is recorded. Such minor revisions may include slight enlargement or shifting of easements or lot lines, addition of private or franchise utility easements, correction of bearings or distances, correction of minor labeling errors, addition of erroneously omitted informational items and labels, etc., and such revisions may occur on the record without having to reapprove the final plat. Whether or not revisions are "minor" in nature shall be determined by the Director of Development Services and/or City Engineer.

(b) Major revisions, such as obvious corrections or reconfiguration of lot lines or easements, relocation of driveways or access easements or fire lanes, any modification to the perimeter or boundary of the property, and relocation or addition or deletion of any public improvements (including corresponding easement), shall necessitate resubmission and reapproval of the plat as a "revised final plat" unless otherwise approved by the director of development services, as applicable. The procedures for such reapproval shall be the same as for a final plat. If an application for a revised final plat expires due to failure to submit a complete application, or if the revised final plat is complete, and considered by the Director and is denied, the previously submitted final plat and any preliminary plat(s) shall also be deemed to have been denied thus necessitating submission of a new application governed by the regulations, rules and other laws in effect at the time of the submission of the new application.

(c) Subsequent to final plat approval by the Director, the applicant shall return signed and notarized copies of the final plat, as approved, along with any other required documents and fees necessary for filing the plat with the county clerk, to the planning department within forty-five (45) calendar days following approval, in accordance with requirements established by the City; or if construction of any public improvement is required prior to the filing of a final plat, the owner or developer shall return signed and notarized copies of the final plat, as approved, along with any other required documents and fees necessary to the planning department before said public improvements will be accepted by the City and before said final plat will be recorded with the county clerk.

(d) All easements shall be included on the final plat, including the recording information for those easements that are filed or recorded as separate instruments, as required by utility companies and the City prior to filing the final plat.

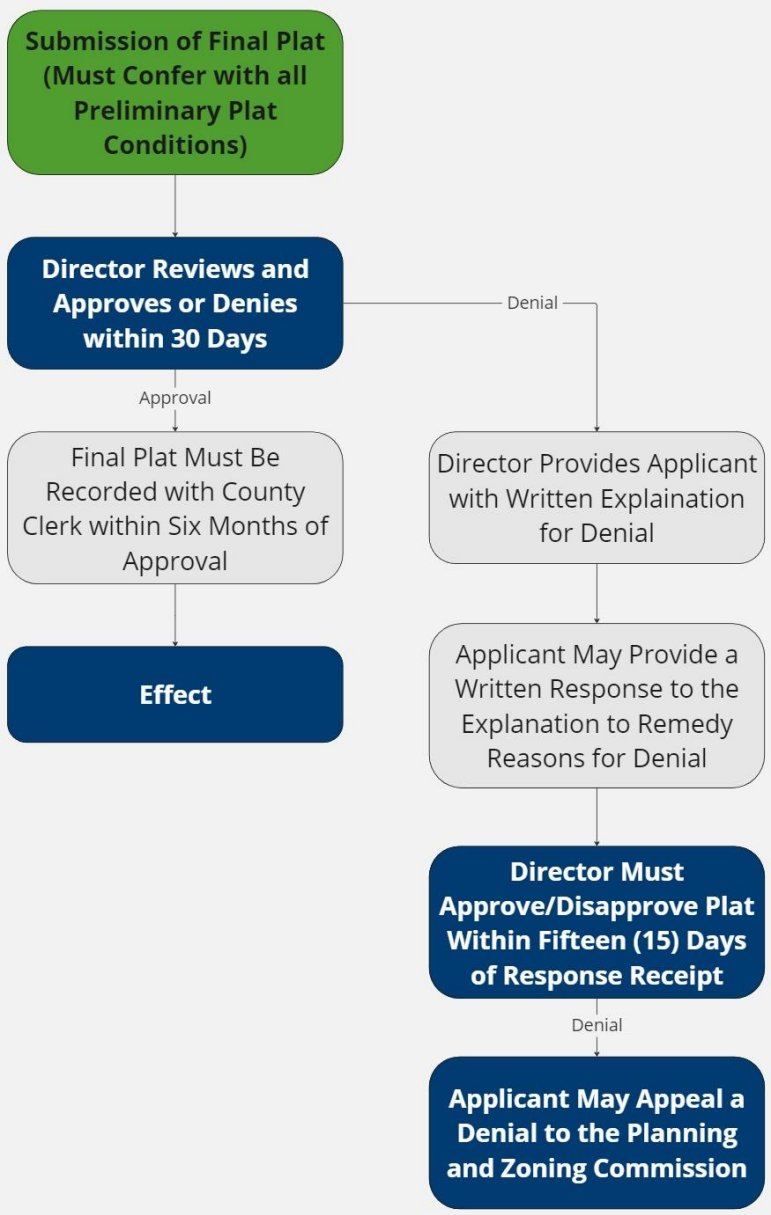
10.404.2.2.9. Lapse of Final Plat Approval

The approval of a final plat shall be effective for a period of six (6) months following the date that the final plat is approved by the Director of Development Services, at the end of which time the applicant shall have recorded the final plat with the county clerk. If the applicant has not met the requirements for recording of the final plat with the county clerk within six (6) months, the final plat approval shall be null and void, and the applicant shall be required to submit a new plat for review subject to the then existing zoning restrictions and subdivision regulations. No certificate of occupancy or change of occupancy permit will be allowed for the property until the applicant has recorded the final plat with the county clerk.

Commented [JB4]: how soon for city to record - once the city gets city signatures, we sent to county right away and the county takes about 2 weeks to record

Commented [GU5R4]: Why can't a Developer record their own plat? -EP

10.404.2.3 Final Plat Approval Process Flowchart



10.404.3. Replat

10.404.3.1 Applicability

Unless otherwise expressly provided for herein, a property owner who proposes to replat any portion of an already approved and filed final plat, other than to amend or vacate the plat, shall first obtain approval for the replat under the same standards and by the same procedures prescribed for the final platting of land by these subdivision regulations. All improvements shall be constructed in accordance with the same requirements as for a construction or final plat, as provided herein.

10.404.3.2 Replatting Without Vacating Preceding Plat

A replat of a final plat or portion of a final plat may be recorded and is controlling over the preceding plat without vacation of that final plat if the replat:

(a) Is signed and acknowledged by only the owners of the property being replatted;

(b) Is approved by the Director of Development Services;

(c) Does not amend or remove any covenants or restrictions previously incorporated in the final plat.

10.404.3.3 Requirements for Certain Replats

In addition to compliance with subsection 10.404.4.2 of this section, a replat without vacation of the preceding plat must conform to the requirements of this section if:

(a) During the preceding five (5) years, any area to be replatted was limited by a zoning classification to residential use for not more than two residential units per lot; or

(b) Any lot in the preceding plat was limited by deed restrictions to residential use for not more than two residential units.

(c) Public Hearing and Notification Requirements for Certain Replats

(1) If a replat that meets the above criteria requires a variance or exception, a public is required and notification is required before the fifteenth (15) calendar day before the date of the hearing by publication in an official newspaper or a newspaper of general circulation in the county. Notice of the public hearing shall also be given by written notice before the 15th calendar day before the date of the hearing, with a copy or description of any requested waivers/suspensions, sent to the property owners, as documented on the most recently approved ad valorem tax roll of the city, of lots that are in the original subdivision and that are within two hundred (200) feet of the lot(s) to be replatted. If the subdivision is located within the extraterritorial jurisdiction, the most recently approved county tax roll of the property upon which the replat is requested. The written notice may be delivered by depositing the notice, properly addressed with postage prepaid, in a post office or postal depository within the boundaries of the municipality.

(2) If the replat requires a variance and is protested by the owners of at least twenty percent (20%) or more of the total land area of lots to whom notice is required to be given under subsection (1), above, then approval of the replat will require the affirmative vote of at least three-fourths (3/4) of the members present of the commission. For a legal protest, written

instruments signed by the owners of at least twenty percent (20%) of the total land area of the lots or land immediately adjoining the area covered by the proposed replat and extending two hundred (200) feet from that area, but within the original subdivision, must be filed with the city prior to the close of the public hearing. The area of streets and alleys shall be included in the twenty percent (20%) land area calculation.

(3) Compliance with subsection (2) above is not required for approval of a replat for any part of a preceding plat if the area to be replatted was designated or reserved for other than single- or two-family (i.e., duplex) residential use by notation on the last legally recorded plat or in the legally recorded restrictions applicable to the plat.

10.404.3.4 Adding or Deleting Lots

Any replat that adds or deletes lots shall include the original subdivision and lot boundaries. If a replat is submitted for only a portion of a previously platted subdivision, the replat shall reference the previous subdivision name and recording information and shall state on the replat the specific lots which have changed along with a detailed "purpose for replat" statement.

10.404.3.5 Vacation of Plat

If the previous plat is vacated as prescribed in section 212.013 of the Texas Local Government Code, as amended, and as provided in section 10.404.8 of this article, a replat would not be required for the area vacated. It would, instead, be submitted as a new subdivision plat and reviewed accordingly.

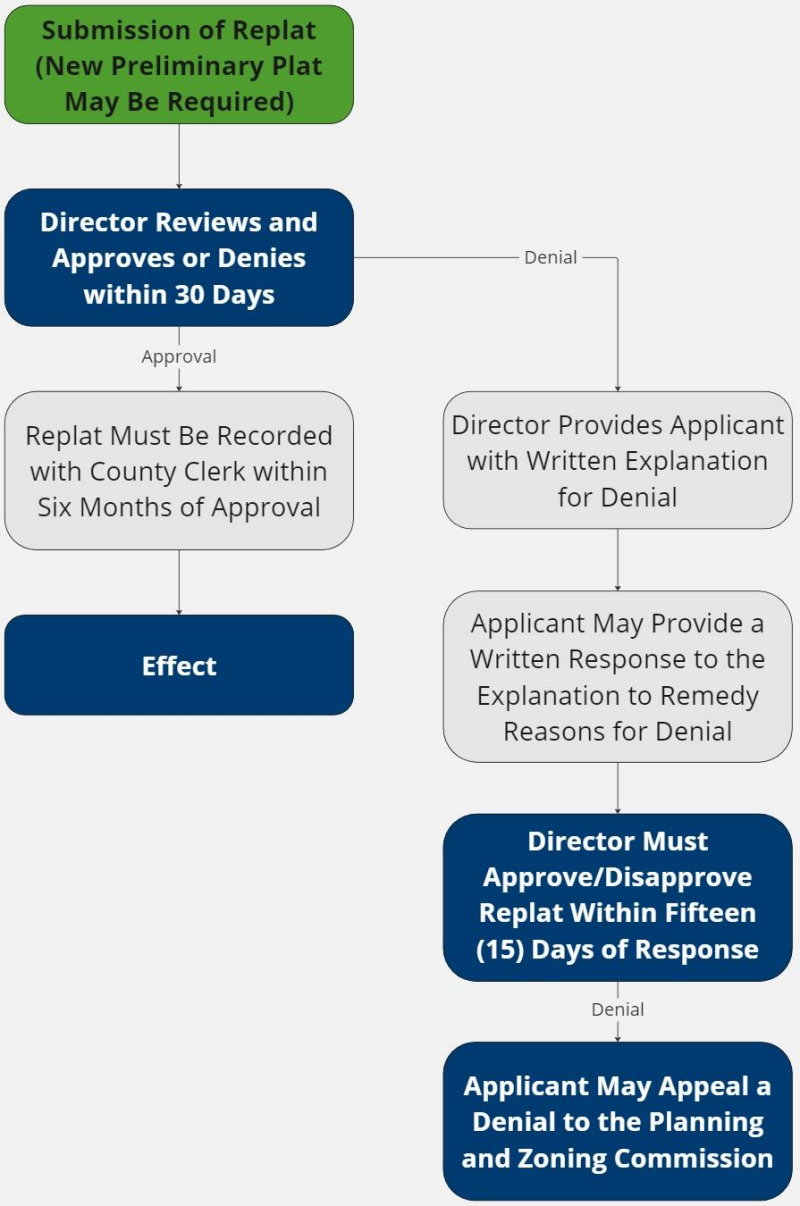
10.404.3.6 Approval, Denial and Conditional Procedures

The application for a replat shall be submitted to the City in the same manner as a final plat, and shall be approved, conditionally approved or denied by the Director of Development Services and in a similar manner as a final plat.

10.404.3.7 Conditions

The Director of Development Services may impose such conditions on the approval of the replat as are necessary to ensure compliance with the standards of approval.

10.404.3.8 Replat Approval Process Flowchart



10.404.4. Amended Plat

10.404.4.1 Applicability

The amended plat process may be used for the following in the city and its extraterritorial jurisdiction:

(a) Adjust or relocate the boundary or lot lines between one or more adjacent lots on an approved plat, where the number of lots will not increase.

(b) Join two or more adjacent lots on an approved plat, where the entire plat will not be vacated.

(c) Correct an error or omission on an approved plat.

(d) Show monuments set after death, disability, or retirement from practice of the engineer or surveyor charged with responsibilities for setting monuments.

(e) Show the proper location or character of monuments that have been changed in location, character, or shown incorrectly on an approved plat.

(f) Correct an error in courses and distances of lot lines between two adjacent lots if:

(1) Both lot owners join in the application for amending the plat;

(2) Neither lot is abolished;

(3) The amendment does not attempt to remove or modify recorded covenants or restrictions or easements;

(4) The amendment does not have a material adverse effect on the property rights of the owners in the plat; and

(5) Relocate a lot line to eliminate an inadvertent encroachment of a building or other improvement on a lot line or easement.

10.404.4.2 Criteria and Process

10.404.4.2.1. Application Process

A copy of all application materials for an amended plat shall be simultaneously submitted to the Director of Development Services for review in the same manner as for a final plat, or the application shall be deemed incomplete.

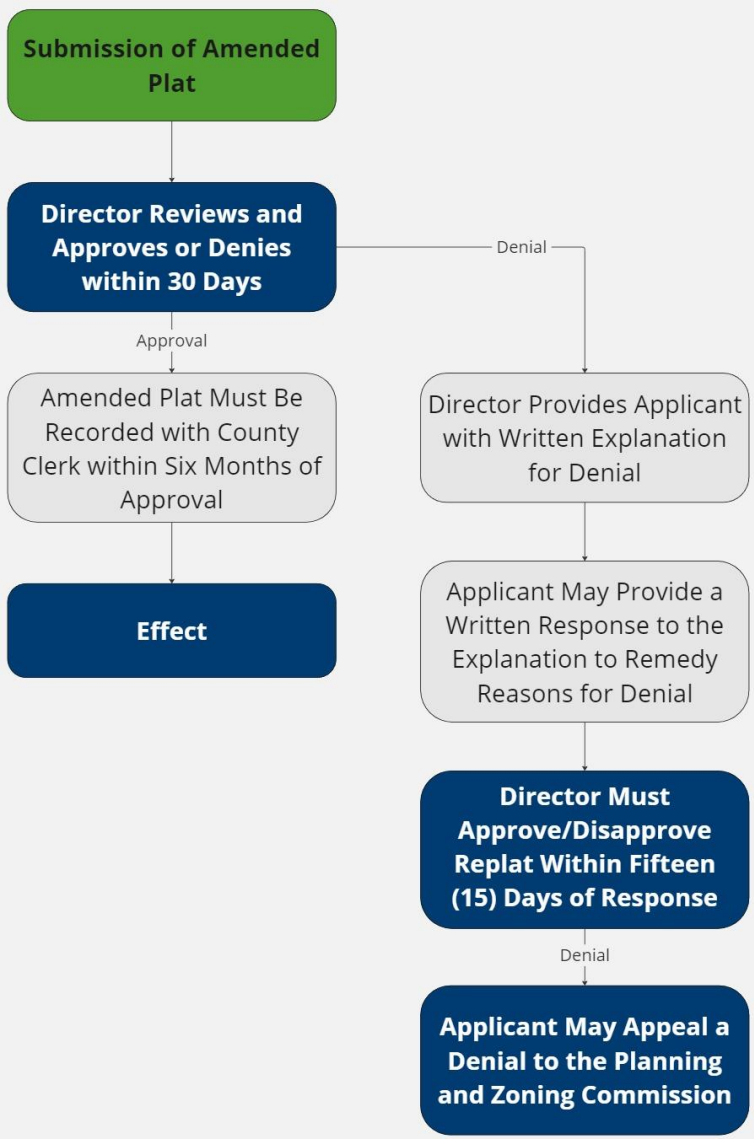
10.404.4.2.2. Approval, Denial, and Conditional Procedures

The application for an amended plat shall be submitted to the City in the same manner as a final plat, and shall be approved, conditionally approved, or denied by the Director and in a similar manner as a final plat.

10.404.4.2.3. Conditions

The Director of Development Services may impose such conditions on the approval of the amended plat as are necessary to ensure compliance with the standards of approval.

10.404.4.3 Amended Plat Approval Process Flow Chart



10.404.5. Conveyance Plat

10.404.5.1 Applicability

Conveyance Plats provide a mechanism for land to be divided into lots or to dedicate public right-of-way, when such subdivision of the land is for conveyance (sale or inheritance) purposes only. This type of plat is appropriate when no immediate development is contemplated. When or if development does occur, then the land shall be properly platted in the form of a Final Plat (with or without approval of a Preliminary Plat, as applicable) prior to any type of development, construction activities, or further subdivision of the land.

To record the conveyance plat of property into lots, all of which are not intended for immediate development, provided minimum frontage requirements for all lots (as applicable) are met, and provided all lots have access in accordance with Hutto Engineering Design Manual. All public rights-of-way required by the City's Mobility Master Plan shall be shown on, and dedicated by, a Conveyance Plat but the actual improvement of existing streets, and construction of any required new streets, may be deferred until development and further platting of the property shown on a Conveyance Plat.

No Site Permit or Building Permit shall be issued, nor permanent utility service provided, for land that has only received approval as a Conveyance Plat.

10.404.5.2 Criteria and Process

10.404.5.2.1. Application Process

A copy of all application materials for a Conveyance Plat shall be simultaneously submitted to the Development Services Department for review in the same manner as for a final plat, or the application shall be deemed incomplete.

10.404.5.2.2 Review and Determination

The Development Services Department shall review the Conveyance Plat application and any other information submitted with the application and shall determine whether the Conveyance Plat application is in compliance with this UDC.

10.404.5.2.3 Action and Approval

The Development Services Department shall consider a Conveyance Plat application in the same manner as a Final Plat, and shall either approve the Conveyance Plat as submitted by the applicant or deny the Conveyance Plat.

The approval of a Conveyance Plat provides the applicant with an approved plat for the purposes of recordation with the county. The recordation procedures are the same as those for any other ~~approvaed~~approved Final Plat. The recorded plat is for the sale or inheritance of the platted property. Any subsequent improvements to, or site disturbance activities on, the property to initiate development require the applicant to submit a Preliminary Plat (if required) and a Final Plat application.

~~10.404.5.~~10.404.6. Plat Vacation

~~10.404.5.1~~10.404.6.1 Applicability

Plat vacation provides for the vacation of an entire subdivision plat if development will not occur consistent with the approved plat.

~~10.404.5.1.1.~~10.404.6.1.1. Plat Vacation by Property Owner

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The property owner of the tract covered by a plat may vacate, upon approval by the Director of Development Services, the plat at any time before any lot in the plat is sold. The plat is vacated when a signed, acknowledged instrument declaring the plat vacated is approved and recorded in the manner prescribed for the original plat.

~~10.404.5.1.2.~~10.404.6.1.2. Plat Vacation by all Lot Owners

If some or all of the lots covered by the plat have been sold, the plat, or any part of the plat, may be vacated on the application of all the owners of lots in the plat with approval obtained in the manner prescribed for the original plat.

~~10.404.5.1.3.~~10.404.6.1.3. City Initiated Plat Vacation

(a) General Conditions

The Director of Development Services, prior to a review of the application, may vacate the plat of an approved or recorded subdivision or addition when:

(1) Construction on the improvements required for the development have not been completed within two years following the date the plat was approved by the City;

(2) No lots within the approved plat have been sold within five (5) years following the date that the plat was approved by the City;

(3) The property owner has not completed the required improvements (see Section 10.405.1) and the City is unable to obtain funds with which to complete construction of public improvements, except that the vacation shall apply only to lots owned by property owner or its successor; or

(4) The plat has been of record for more than five years and the City determines that the further sale of lots within the subdivision or addition presents a threat to public health, safety or welfare, except that the vacation shall apply only to lots owned by the property owner or its successors.

Commented [MR6]: DS has a spreadsheet that tracks all submittals and projects

~~10.404.5.2~~10.404.6.2 Criteria

The Director of Development Services shall approve the petition for vacation on such terms and conditions as are in accordance with section 212.013 of the Texas Local Government Code (as amended), and as are reasonable to protect the public health, safety, and welfare. As a condition of vacation of the plat, the Director may direct the petitioners to prepare and seek approval of a revised final plat in accordance with these subdivision regulations such that the property is not without a plat.

~~10.404.5.3~~10.404.6.3 Effect of Action

On the execution and recording of the vacating instrument, the vacated plat shall have no effect. Regardless of the commission's action on the petition, the property owner will have no right to a refund of any monies, fees, or charges paid to the city nor to the return of any property or consideration dedicated or delivered to the city except as may have previously been agreed to by the commission.

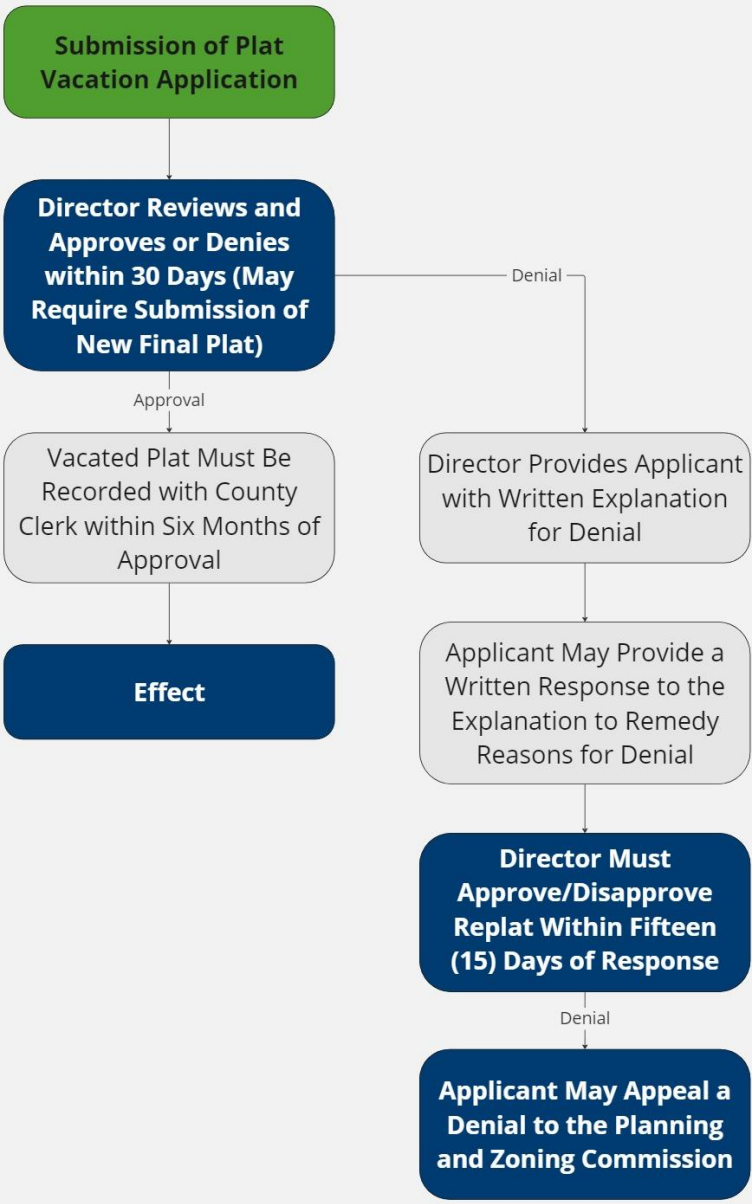
~~10.404.5.4~~10.404.6.4 Approval, Denial and Conditional Procedures

The application for a vacated plat shall be submitted to the City in the same manner as a final plat, and shall be approved, conditionally approved or denied by the Director of ~~Development Services~~Development Services and in a similar manner as a final plat.

~~10.404.5.5~~10.404.6.5 Conditions

The Director of Development Services may impose such conditions on the approval of the vacated plat as are necessary to ensure compliance with the standards of approval.

~~10.404.5.6~~10.404.6.6 Plat Vacation Approval Process Flow Chart



10.405. General Provisions

10.405.1. Required Improvements

10.405.1.1 Required Features

The developer or applicant shall make all of the following improvements.

(a) Dedicate right-of-way necessary to achieve the width required by applicable, funded transportation-related plans for streets adjoining the property.

(b) Reserve, but not dedicate, right-of-way for controlled access highways.

(c) Pave and install curbs and gutters along streets adjoining the property.

(d) Install sidewalks and pedestrian pathways.

(e) Install street signs.

(f) Install street lighting.

(g) Install development perimeter walls, if walls are required.

(h) For residential development, provide open space and recreational facilities.

(i) Construct all utilities to and through their project underground in a manner to support additional future growth.~~Install all utilities underground.~~

(j) Landscaping, drainage, fire protection, etc.

10.405.1.2 Developer Responsibility

The developer shall construct or provide all applicable public improvements required by this chapter. All improvements which the developer is required to make shall be made at the developer's expense without reimbursement by the City, except as provided otherwise in this UDC. The City may contract with a developer to construct public improvements relating to the development in accordance with Chapter 212, Subchapter C of the Texas Local Government Code, as amended.

10.405.2. Timing and Inspection of Improvements

Unless otherwise stated, a developer cannot begin construction activities in the City's jurisdiction, including clearing and/or rough grading, before first obtaining all City approvals required by this chapter.

10.405.3. Phasing Plan Requirements

Proposals for projects to be developed in multiple phases shall meet all the following requirements unless otherwise approved by the Development Services Director.

(a) If requested in the original application, a major subdivision may be considered for approval for phased development.

(b) Phasing plans shall be included in the first submittal and are reviewed by Development Services staff and/or other city staff and evaluated as part of the overall development plan.

(c) Each phase of a development needs to be "stand-alone" for utilities, fire protection, streets and stormwater management. Phase lines shall follow reasonable and logical boundaries, such as terminating at intersections or following topographical breaks.

Commented [MR7]: Yes, this is legal and is per the recently adopted state law.

(d) Phases shall be created so each phase consists of at least 15% of the total number of lots in a development.

(e) Phases shall be constructed in the approved manner to ensure orderly and planned development.

(f) Phases shall be planned to ensure the efficient construction of adjacent future phases (phases immediately next to the subject phase, sharing a common boundary line), and to ensure that phased development is contiguous.

(g) Lot numbers shall not be duplicated in different phases of the same subdivision.

(h) Each proposed phase shall, at a minimum, include the transportation, utility, and other public/private infrastructure shown on the proposed phasing plans, so each phase is independent of later phases.

(i) Right-of-way and/or easements for public infrastructure servicing the respective phase shall be recorded with the first plat.

(j) Water and sewer extension permit applications for each individual phase of the project are required after plan approval.

(k) Lots located in the Extraterritorial Jurisdiction shall be a minimum of one (1) acre in size.

(l) Lots located in the Extraterritorial Jurisdiction established for special purposes such as common area, open space, parkland, floodplain, drainage, utilities or other similar facilities shall be uniquely named and are not required to meet the minimum lot size.

10.405.4. Construction Plans Submission

10.405.4.1 Submittal

Subdivision improvement construction plans shall be submitted for review and approval by the City Engineer for all development for which public improvements are required.

10.405.4.2 Developer Shall Retain Engineer

The developer shall retain the services of an engineer registered in the state of Texas, whose seal shall be placed on the subdivision improvement construction plans in accordance with the Texas Engineering Practice Act. The engineer shall be responsible for the services described in City Standards. The services performed by the engineer shall be as designated in the latest edition of the "Manual of Professional Practice – General Engineering Services," published by the Texas Society of Professional Engineers, and shall include both design and inspection as defined in this code.

10.405.4.3 Submittal Content

~~Except as provided in this code, after preliminary plat approval, s~~Subdivision improvement construction plans ~~may~~shall be submitted to the City Engineer for approval. The subdivision improvement construction plans submittal shall include all of the information specified in the development application.

10.405.4.4 General Application Requirements

Construction plans shall be prepared by or under the supervision of a professional engineer or architect registered in the state as required by state law governing such professions. Plans submitted for review to the City shall be dated and bear the responsible professional engineer's or architect's name, serial number and the designation of "engineer," "professional engineer," or "P.E." or "architect" and an appropriate stamp (affixed seal) and a statement near the engineer's or architect's identification, stating that the documents are for preliminary review and are not intended for construction. Final plans acceptable to the City shall bear the affixed seal and signature of the professional engineer or architect and the date signed on all sheets of the plans. Public works construction in streets, alleys, or easements that will be maintained by the City shall be designed by a professional engineer registered in the state.

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10.405.4.5 Construction Plans

The applicant shall submit the required number of sets of the complete construction plans for the entire subdivision, that have been approved by the City Engineer for all streets, alleys (if any), storm sewers and drainage structures, water and sanitary sewer facilities, screening and retaining walls, landscaping, and irrigation, and any other required public improvements for the area ~~covered by the preliminary plat~~associated with the subdivision project. Construction plans shall be in conformance with the design standards and with the requirements set forth within these subdivision regulations. The construction plans shall also contain any plans deemed necessary to show or document compliance with any other applicable codes and ordinances of the City that are related to development of a land parcel. The construction plans shall show information as specified on an application form or packet provided by the City Engineer.

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~~10.405.4.4~~10.405.4.6 State Review

All subdivision improvement construction plans shall comply with the Texas Accessibility Standards administered by the Texas Department of Licensing and Regulation (TDLR) and the Americans with Disabilities Act of 1990, as amended. The developer shall submit applicable portions of the subdivision improvement construction plans to TDLR for review. Upon the completion of construction, the developer shall request inspection of all pedestrian facilities by the TDLR and pay all necessary fees. The City will not accept the public improvements until the developer provides evidence that the plans have been reviewed and approved by TDLR and that payment of the required inspection fees has been made.

10.405.4.7 Construction Plan Review Procedure

Construction plans and the required number of copies of the plan shall be submitted to the City Engineer for final approval. The plans shall contain all necessary information for construction of the project, including screening walls, permanent BMPs, and other special features. All materials specified shall conform to the engineering construction standards of the City. Each sheet of the plans shall contain a title block including space for the notation of revisions. This space is to be completed with each revision to the plan sheet and shall clearly note the nature of the revision and the date the revision was made and space for the City Engineer to sign off on each approved revision. The City Engineer will release the plans for construction, after ~~approval of the preliminary plat by the commission and~~ payment of all inspection fees. Upon such release, each contractor shall maintain one set of approved plans, stamped with City release, on the project at all times during construction. This procedure shall also apply to approval of a final plat, if a preliminary plat is omitted.

~~10.405.4.5~~10.405.4.8 Expiration of Approval of Subdivision Improvement Construction Plans

The subdivision improvement construction plans will expire two (2) years from the date of approval by the City Engineer if construction has not commenced. Even after construction has commenced, the approved subdivision improvement construction plans will expire three (3) years from the date of approval. If approved subdivision improvement construction plans expire, the plans shall be resubmitted for review and approval to ensure compliance with the current design and construction standards.

~~10.405.4.6~~10.405.4.9 Pre-Construction Conference

After the approval of the subdivision improvement construction plans, a pre-construction conference shall be required to commence construction of the public improvements. The conference shall be held with the City Engineer and include the following persons: developer, developer's contractor, developer's engineer, and other parties as determined by the City Engineer.

10.405.5. Construction of Public Improvements

10.405.5.1 Requirement

All public improvements required by these regulations shall be installed and constructed by the developer or his successors in title within two (2) years from the approval of the subdivision improvement construction plans. All improvements shall conform with the provisions of this code and approved plans.

10.405.5.2 Failure to Complete Improvements

Where public improvements are not completely installed and constructed within two (2) years, the City may do the following:

(a) Exercise any other rights available under the law.

10.405.5.3 Sidewalk Construction

(a) Sidewalks for Single-Family, Two-Family, and Single Unit Townhouse Lots

Except as provided by the Engineering Design Manual, a developer shall install sidewalks on the public street frontage of single-family lots, on the rear of double frontage lots, on the side of a corner lot, and where shown on the subdivision improvement construction plans.

(b) Sidewalks for Multi-Unit Townhouse, Multifamily, and Non-Residential lots

A developer shall install sidewalks for multi-unit townhouse, multifamily, and non-residential lots that abut a public street and where shown on the subdivision improvement construction plans. A subdivision shall not be accepted until the sidewalk has been constructed in accordance with the regulations of this code and has been inspected and approved by the City Engineer.

(c) Deferment of Sidewalk Construction

Sidewalks shall be installed in accordance with this section except under the following circumstances, as determined by the City Engineer:

(1) Where the existing cross-section of street makes immediate construction of a sidewalk impractical;

(2) Where a non-residential subdivision abutting an existing street is isolated from any other sidewalk by a distance of twice the frontage of the subdivision; or

(3) Where construction or reconstruction of the road where a sidewalk is to be placed is imminent and the sidewalk would be destroyed if constructed.

The City may require a cash payment by the developer in lieu of construction of the sidewalk if the Planning and Zoning Commission determines that the sidewalk should not be built within the three (3) year period of the construction plans. The cash payment shall equal the cost of constructing and installing the sidewalk at the time of acceptance of the public improvements. The developer shall pay the cash payment prior to the acceptance of the public improvements by the City.

(d) State Review

All sidewalks shall comply with the Texas Accessibility Standards administered by the Texas Department of Licensing and Regulation (TDLR) and/or with the Americans with Disabilities Act of 1990, as amended, whichever is more restrictive. The developer shall submit its sidewalk plans to TDLR for review and, upon completion of its construction, for inspection. The City will not accept public improvements until the developer provides evidence that the sidewalk plans have been reviewed and approved by TDLR. The developer is responsible for all fees associated with the State plan review and inspection and shall submit to the City evidence of payment of all required inspection fees.

10.405.5.4 Benchmarks

(a) Designation

A permanent benchmark shall be designated with each addition or subdivision. Benchmarks shall be located on public property in a location acceptable to the City Engineer. Benchmarks are considered public improvements and shall consist of a brass disk, approved by the City Engineer, set in a concrete structure of such mass and dimensions and constructed on an unyielding foundation that, in the opinion of the City Engineer, will ensure the integrity of the benchmark.

(b) Installation

Prior to the acceptance of the public improvements, benchmarks shall be installed by the developer. The elevation, horizontal datum, and description of each benchmark installed shall be certified by a surveyor and submitted to the City Engineer. In the event that public improvements are not required, benchmarks shall still be installed by the developer and the certification and description provided to the City Engineer prior to plat recordation.

(c) Modification

The City Engineer may modify the benchmark requirement if he/she determines one of the following:

(1) The requirement would create needless redundancy of benchmarking because of an established public benchmark exists in the immediate vicinity, is readily accessible, and will not be removed or made inaccessible by construction associated with the addition or subdivision;

(2) The requirement creates undue hardship on the developer;

(3) There is no feasible opportunity to install a brass disk in a suitable structure. In this case, the City Engineer may approve a permanent benchmark established in conformance with generally accepted surveying and engineering practices; or

(4) Lack of development within the subdivision or addition.

10.405.6. Restrictions on Certificate of Occupancy

City staff shall not issue certificates of occupancy for development until staff certifies the developer has installed all improvements in conformance to the requirements of this section and the approved final plat and construction drawings. All improvements shall be functional and under the warranty period for maintenance.

10.405.7. Construction Traffic and Alternative Routes

Construction traffic from the development of new subdivisions and/or site plans shall be required to use a reasonable alternative route until seventy-five percent (75%) of the total certificates of occupancy are issued in the new development boundary as identified with the associated subdivision/site plan. If no reasonable alternative route exists, existing public streets may be used as approved by the City Engineer (e.g., infill projects).

10.405.8. Street Signs

Street name signs conforming to city design standards shall be placed at street intersections. The developer shall install the signs before the city accepts the required improvements. Street signs are included in improvements where fiscal surety may be submitted instead of completed improvements. The developer is required to replace or repair street signs that are damaged during construction.

10.405.9. Street Lights

The property owner or developer shall install street lighting along proposed public and/or private streets, and along existing streets adjoining the property. Development Services and Public works staff approve street light location and design. Illumination shall conform to lighting regulations in Division B of

the Hutto Engineering Design Manual. The developer is required to replace or repair lights that are damaged during construction.

10.406. Assurance for Improvement Completion

10.406.1. Improvements and Surety Instrument Before Final Plat Recordation

On approval of a final plat by City Council, but before recording, the applicant shall:

(a) Construct all improvements as required by this Chapter and provide a surety instrument guaranteeing their maintenance as required in this UDC; or

(b) Provide an improvement agreement accepted by the City, along with a surety instrument in accordance with this UDC, guaranteeing construction of all improvements required by this article and in this code and other applicable regulations.

10.406.2. Completion of Improvements

Before the final plat is recorded, the developer shall:

(a) Complete all improvements required by this article according to the approved construction plans and subject to the City Engineer's approval and the City's acceptance, except as provided for within this UDC; or

(b) Construct all sidewalks in common areas and at street corners as shown on the approved final plat and according to the City's regulations or the City's standard details and specifications. Sidewalks shall be constructed and approved for each lot before a certificate of occupancy is issued.

10.406.3. Fiscal Security

A developer shall post fiscal security with the City prior to a request for recordation of the final plat if the public improvements have not been accepted by the City and provided that the subdivision improvement construction plans have been approved by the City Engineer.

10.406.3.1 Amount

The amount of fiscal security posted by the developer shall equal the estimated cost plus ten percent to complete the public improvements that have not been accepted. The developer's engineer shall provide the City Engineer with a sealed opinion of the probable cost for his approval.

10.406.3.2 Types

(a) A developer is required to post the following as fiscal security:

(1) A performance bond;

(2) A payment bond.

(b) A developer may also post the following as fiscal security:

(1) A letter of credit, approved by the City Attorney.

10.406.3.3 Return of Fiscal Security

The City shall return the fiscal security to the developer when the City accepts the public improvements.

10.406.3.4 Expenditures of Fiscal Security

The City may draw on the fiscal security and pay the cost of completing the public improvements if it determines that the developer has breached the obligations secured by the fiscal security or the three (3) year time period for the installation of the required public improvements has expired. The City shall refund the balance of the fiscal security, if any, to the developer. The developer shall be liable for the cost that exceeds the amount of fiscal security, if any.

10.406.4. Inspection and Acceptance

10.406.4.1 Entry and Inspection

(a) The City Engineer and other City employees shall have the right to enter upon the construction site for the purpose of conducting inspections. The City Engineer shall conduct inspections of the public improvements during construction to ensure general conformity with plans and specifications as accepted. If the City Engineer finds, upon inspection, that any of the public improvements have not been constructed in accordance with City ordinances, then the developer shall be responsible for making the necessary changes to ensure compliance.

(b) Upon completion of the public improvements, the developer shall arrange with the City Engineer for a final inspection to determine that the public improvements have been installed in conformity with the approved subdivision improvement construction plans. The developer shall pay all necessary inspection fees prior to the acceptance of the public improvements by the City.

10.406.4.2 Request Acceptance of Improvements

Upon completion of the construction of the public improvements, the developer shall request that the City accept the improvements for maintenance. Concurrent with the request for acceptance of the public improvements for maintenance, the developer shall submit all information required for acceptance of improvements specified in the development application.

10.406.5. Maintenance of Improvements

The developer shall be responsible for the maintenance and repair of all public improvements for two (2) years after acceptance of said public improvements by the City. Prior to acceptance of improvements by the City pursuant to Section 10.406.5, a two (2) year maintenance guarantee, in favor of the City, shall be provided by the developer by means of a warranty bond, subject to approval of the City.

10.407. Construction Standards

10.407.1. General

(a) Construction for streets and drainage shall conform to the City of Hutto Standard Details and Divisions B and E of the Hutto Engineering Design Manual.

(b) Construction standards and specifications for electrical and gas utilities shall be in conformance with the standards of the approved utility provider.

10.408. Lot Configuration

10.408.1. Lots

10.408.1.1 General Standards

(a) Size, shape, and location of lots shall be established considering topographic conditions, contemplated uses, and the character of the surrounding area.

(b) Lot sizes and building setback lines shall conform to the minimum lot area, minimum lot width, and minimum yard standards required in the underlying zoning district.

Commented [GU8]: Going with side setback only on this one. -EP

(c) Lots that front on more than one street other than corner lots, resulting in the need for a large development perimeter wall facility, shall be minimal or avoided.

(d) Side lot lines shall be substantially at right angles or radial to street alignments.

(e) Residential lots that back up to parks or schools shall be minimal or avoided.

10.408.1.2 Lot Width

Lot width at the street right-of-way line at the end of a cul-de-sac or the outside of a sharp curve shall be at least twenty (20) feet to accommodate driveways, drainage facilities, and utilities.

10.408.1.3 Lot Shape

(a) Lots shall be as rectangular as practicable. Sharp angles between lot lines shall be avoided.

(b) Width to depth ratio of lots for single household and two household dwelling developments shall be at least one (1) to three (3), as determined by the smallest rectangle enclosing the extreme limits of the lot.

10.408.1.4 Lot Numbering (Not Address Numbering)

(a) Lots shall be numbered consecutively in each block. Lot numbering may be cumulative throughout the subdivision if the numbering continues from block to block in a uniform manner approved on a preliminary plat.

(b) Blocks shall be numbered consecutively in the overall plat and/or sections of an overall plat as recorded.

(c) Required lot sizes and dimensions are in Section 10.203 for all zoning districts.

10.409. Easements

Easements shall be dedicated for dry and wet utilities, drainage ways, and access paths where necessary, and may be required across parts of lots (including side lines) if in the opinion of the city, they are needed.

10.409.1. Utility Easements

All easements shall be dedicated to the City and their locations shall be clearly denoted on plat documents.

(a) Uniform and continuous easements shall be provided along lot lines for utility services. The City may approve a location other than along a lot line.

(b) Easements for water, sewer, and storm sewer lines shall be defined by the Hutto Engineering Design Manual.

(c) Other utility easements (for other than water, sewer and storm sewer lines) shall be a minimum of five feet in width abutting the street lot lines and at least three feet in width when abutting interior lot lines.

(d) Utility easements shall be located where they will not prevent tree planting in tree lawns.

10.409.2. Emergency Access Easements

Emergency access easements shall be defined by the local fire code as amended. Emergency access easements shall not be divided by lot lines.

10.410. Parkland and Open Space Dedication

10.410.1. Intent

This subsection is intended to ensure the City has enough parkland to meet the recreational needs of its residents.

10.410.2. Applicability: Overview of Requirements

(a) A developer of land for residential or non-residential purposes shall provide for Parkland Dedication or pay a Fee in Lieu of Parkland Dedication and pay Parkland Development Fees for public park and/or open space development.

(b) A portion of land may meet the Parkland Dedication requirements if recommended by the Hutto Parks and Recreation Department based on the requirements of Section 10.410 and conformity with the City of Hutto Parks, Recreation, Open Space and Trails Master Plan, as may be amended (hereinafter referred to as the “Parks Master Plan” for purposes of Section 10.410).

(c) The parkland dedications and improvements required by Section 10.410 shall be installed, or the Fee in Lieu of and Parkland Development Fees paid, before the approval of the final plat for a subdivision, in conformance to the standards of Section 10.410.

10.410.3. Parkland Dedication

10.410.3.1 Parkland Dedication Plan

(a) A Parkland Dedication Plan shall be approved prior to the ~~preliminary~~construction plat~~n~~ approval and/or site plan development. The proposed parkland shall be shown on the preliminary plat and final plat and be included in the dedication statement.

(b) A Parkland Dedication Plan shall meet the following requirements:

(1) Proposed parkland shall meet the land requirements of Section 10.410.4.2 and shall be a minimum of 15 acres.

(2) Proposed parkland will meet the requirements and guidelines of Section 10.410.5 and the Parks Master Plan, as amended.

(3) The Parkland Dedication Plan shall 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 prior to the preliminary plat approval and/or site plan development.

10.410.3.2 Parkland dedication; land requirements

(a) A developer shall dedicate a minimum of at least one thousand (1,000) square feet of parkland for each single household lot or proposed number of dwelling units or pay a Fee in Lieu of Parkland Dedication.

(b) If an area is replatted before construction of the development, or the number of anticipated lots or dwelling units increases, the developer shall adjust the Parkland Dedication or pay the Fee in Lieu of Parkland Dedication and Parkland Development Fees to provide for the change in lots or dwelling units.

10.410.4. Nature of Proposed Parkland

10.410.4.1 Land eligibility for proposed parkland

(a) In addition to the requirements of Section 10.410, the following subsections provide the criteria by which the Parks and Recreation Department and Parks Advisory Board will determine acceptance of a Park Dedication Plan.

(b) The following is broken into two categories to determine land eligibility. Ineligible land may be dedicated for parkland, but ineligible land cannot be counted towards the minimum necessary to meet Parkland Dedication requirements. The Parks and Recreation Department and Parks Advisory Board have the final decision in acceptance as provided for in the Parkland Dedication Plan in accordance with the criteria below:

(c) Accepted conditionally

(1) Detention ponds, retention ponds, and drainage ways.

(2) Private community and amenity centers.

(3) Golf courses, country clubs, and similar facilities.

Commented [JB9]: parkland dedication occurs during the preliminary plat stage, however formal dedication of land or payment fees happens later

Commented [MR10]: I'm not able to read the note for this section.

(d) Never accepted

(1) Rights-of-way and/or easements of irrigation ditches, laterals and aqueducts, power lines, pipelines or other public or private utilities.

(2) Wetlands that are saturated for greater than twenty-five (25%) of the year, swamps, and boggy lands.

(3) Entry features, areas devoted to decorative landscaping, green lanes, traffic islands, medians less than one hundred (100) feet wide, tree lawns, and areas following development perimeter walls.

(4) Land used for mining or oil or gas wells.

10.410.4.2 Unity

Proposed parkland shall form a single parcel, unless two (2) or more parcels are approved in the Parkland Dedication Plan.

10.410.4.3 Usability

Proposed parkland shall be located outside the one percent (1%) flood plain and be outside of wetlands subject to Federal or State regulatory jurisdiction unless approved in the Parkland Dedication Plan.

10.410.4.4 Shape

(a) The shape of proposed parkland shall be compact and sufficiently rectangular or round to provide a meaningful, quality open space.

(b) Proposed parkland and open space areas may not take the form of narrow strips, except corridors in conjunction with the Parks Master Plan, and medians at least one hundred (100) feet wide as approved in the Parkland Dedication Plan.

10.410.4.5 Location

Proposed parkland shall be located in a central location that is within a reasonable walking distance (1,000 feet to 1,500 feet) of residents of the subdivision or planned development, except that proposed parkland may be located outside of the residential development to conform to the Parks Master Plan, to conform to comprehensive or neighborhood plans, to add property to existing parkland, or to combine land dedication efforts with other developments.

10.410.4.6 Access

Proposed parkland shall front on a public street with a residential lane or greater classification to the maximum extent practicable unless otherwise approved in the Parkland Dedication Plan.

10.410.4.7 Topography

The average slope of the portion of dedicated parkland may not exceed the average slope of the entire subdivision or planned development. Slope on the usable portion of dedicated park shall be less than fifteen percent (15%).

10.410.4.8 Improvements by Park Site

The developer shall install public improvements next to the parkland including, but not limited to, curb and gutters, streets, sidewalks, storm drainage facilities, and bridges. All bridges shall be approved by the Public Works Department. Parkland shall have access to water, sanitary sewer, storm sewer, and electrical services unless otherwise provided for in the Parkland Dedication Plan. The developer shall

provide convenient pedestrian and vehicular access to parks and open space. In areas of parkland not fronting a public street, access by frequent green links or public paths shall be provided.

10.410.5. Fee in Lieu of Parkland Dedication

(a) A developer will be required to pay the Fee in Lieu of Parkland Dedication and Parkland Development Fees unless the developer complies with the Parkland Dedication requirements.

(b) The Fee in Lieu of Parkland Dedication shall be set by ordinance based on the methodology established in the Parks Master Plan.

10.410.6. Parkland Development Fees

(a) In addition to the Fee in Lieu of Parkland Dedication, a developer shall pay Parkland Development Fees for the cost of parkland improvements.

(b) The Parkland Development Fees shall be set by ordinance based on the methodology established in the Parks Master Plan.

10.410.7. Parkland Dedication of Fee in Lieu and Parkland Development Fees; procedure

10.410.7.1 Parkland Dedication of Fee in Lieu and Parkland Development Fees required before plat recording

Prior to the recording of the final plat, the developer shall execute and record an instrument of conveyance in compliance with Section 10.410 for Parkland Dedication or pay the Fee in Lieu of Parkland Dedication and the Parkland Development Fees.

10.410.7.2 Parkland Dedication by General Warranty Deed

Proposed parkland to be dedicated to the City shall be dedicated by general warranty deed. Evidence of clear title and evidence of payment of all taxes owed on the proposed parkland to be dedicated shall be provided to the City prior to the acceptance of the general warranty deed.

10.410.8. Parks Improvements and Acquisition Account

Money, and the interest on such money, collected as a Fee in Lieu of Parkland Dedication and as Park Development Fees ~~under Section~~under Section 10.410 shall be deposited into the parks improvement and acquisition account established under section 18.02.010 of the City of Hutto Code of Ordinances and shall be used exclusively for improvement of existing and future parks and for the acquisition of land for future parks, as required by the ordinance. The fees collected under this Section shall not be used for maintaining or operating public parkland or park facilities.

10.410.8.1 Location

Dedicated parkland is ideally located in a central location that is within a reasonable walking distance (1,000 feet to 1,500 feet) of residents of the subdivision or planned development. Dedicated parkland may be located outside of the residential development to conform to comprehensive or neighborhood plans, to add property to existing parkland, or to combine land dedication efforts with other developments.

10.410.8.2 Access

(a) At least fifty percent (50%) of the perimeter of a park or open space area of no more than ten (10) acres, and at least thirty percent (30%) of the perimeter of a community park or open spaces area of greater than ten (10) acres, shall front on a public street with a residential lane or greater classification. Large parks, greater than twenty (20) acres, or with greater than one thousand five hundred (1,500) feet of street frontage, and linear parks (~~e.g.~~e.g., greenlinks, rail-to-trail paths, lakefront corridors, riparian corridors, etc.) shall front on a public street with a residential lane or greater classification to the maximum extent practicable.

(b) Convenient pedestrian and vehicular access to parks and open space shall be provided. In areas of parkland not fronting a public street, access by frequent greenlinks or public paths shall be provided.

10.410.8.3 Topography

The average slope of the portion of dedicated parkland cannot exceed the average slope of the entire subdivision or planned development. Slope on the usable portion of dedicated park shall be less than fifteen percent (15%).

10.410.8.4 Land Not Eligible for Parkland Dedication Requirements

The following are criteria for land ineligible for parkland dedication requirements. Ineligible land can be dedicated for parkland, but it cannot be counted towards the minimum necessary to meet dedication requirements.

(a) Detention ponds, retention ponds, and drainageways.

(b) Rights-of-way and/or easements of irrigation ditches, laterals and aqueducts, power lines, pipelines or other public or private utilities.

(c) Wetlands that are saturated for greater than twenty-five percent (25%) of the year, swamps, and boggy lands.

(d) Entry features, areas devoted to decorative landscaping, green lanes, traffic islands, medians less than one hundred (100) feet wide, tree lawns, and areas following development perimeter walls.

(e) Private community and amenity centers.

(f) Golf courses, country clubs and similar facilities.

(g) Land used for mining or oil or gas wells.

10.411. Pedestrian and Bicycle Facilities

For pedestrian and bicycle facilities standards refer to Division B, Section 11 of the Hutto Engineering Design Manual.

Commented [AB11]: Double check bicycle facilities in terms of bicycle parking, although even if we don't require parking it would be good to have the how-to if someone wants to provide

10.412. Street Classification

10.412.1. Local Street

A Local street provides direct access to residential and limited commercial properties and is expected to carry less than eight hundred (800) vehicles per day.

(a) Driveway access to residential units is permitted.

(b) A Local street shall provide for two through lanes for traffic.

(c) A Local street shall provide parking on both sides of the roadway.

(d) On Local streets, no driveway is permitted closer to a corner than fifty (50) feet.

(e) Bicycle lanes are not permitted.

10.412.2. Collector Street

A Collector is a street that collects traffic from Local streets and directs it toward arterials and has an actual or anticipated traffic flow of two thousand five hundred (2,500) ADT or greater.

(a) Collector streets are shown in Hutto SOAR 2040, however; they may be required in other locations based on the size and density of development.

(b) A Collector shall provide access to all types of commercial and industrial uses.

(c) A Collector shall provide for two (2) through lanes.

(d) A Collector shall provide for bicycle lanes six (6) feet in width on both sides.

(e) No driveway access to single-family or two-family dwelling units is permitted.

(f) Medians may be allowed with approval of City Staff.

(g) No parking is permitted.

10.412.3. Minor Arterial Street

A Minor Arterial is a street whose main purpose is to serve as a major route that connects neighborhoods to principal arterials and other major destinations. Minor Arterials have an actual or anticipated traffic flow of eighteen thousand (18,000) or greater.

(a) Minor Arterial streets are shown in Hutto SOAR 2040, however; they may be required in other locations based on the size and density of development.

(b) Minor Arterials have two (2) through lanes in each direction separated by a median.

(c) No parking is permitted.

(d) No driveway access to single-family or two-family dwelling units is permitted.

(e) Bicycle lanes are not permitted.

10.412.4. Major Arterial Street

A Major Arterial is a street, including Interstate Highway Service Roads, whose main purpose is to serve as a major route into, out of or across the City. Major Arterials have an actual or anticipated traffic flow of thirty-two thousand (32,000) or greater.

(a) Major Arterial streets are shown in Hutto SOAR 2040, however; they may be required in other locations based on size and density of development.

(b) Major Arterials have at least three (3) lanes in each direction separated by a median.

(c) Interstate Highway Service Road standards are established by the Texas Department of Transportation and do not include a bicycle lane within the street Section.

(d) No parking is permitted.

(e) No bicycle lanes are permitted on Major Arterials.

10.412.5. Freeway

(a) A freeway is a street with controlled access and intended to move traffic through or around the City.

(1) Service and frontage road standards are established by the Texas Department of Transportation and do not include a bicycle lane within the street section. A landscaped tree lawn at least five (5) feet deep, with a sidewalk at least five (5) feet wide, is required on the far side of the service or frontage road.

(b) Access to Freeways shall only be provided at designated interchanges. Refer to TxDOT.

10.413. Streets-Improvement Standards

For street-improvement standard details, refer to Division B, Section 10 of the Hutto Engineering Design Manual.

10.414. Street Grid, Circulation and Connectivity

10.414.1. General Alignment

The precise alignment of thoroughfares included in development plans may be varied to allow adjustments that increase the compatibility of the right-of-way with natural or manmade features such as steep slopes, waterways, wildlife habitats, neighborhoods, historic structures, or existing roadways.

10.414.2. Street Arrangement and Internal Connectivity

10.414.2.1 Conformity to Plan

Width and location of streets shall conform to the underlying concept plan, Hutto Mobility Master Plan, Thoroughfare Plan and the Hutto Engineering Design Manual.

10.414.2.2 Connectivity Index

The street network in a residential development shall achieve a connectivity index of at least 1.62 unless the ~~Development Services Director finds~~developer applies and receives a subdivision variance from the Planning and Zoning Commission with the finding that ~~connectvity~~connectivity it impractical due to topography, existing development, or natural features. The connectivity index shall be calculated by dividing the total number of links by the total number of nodes. Street links on existing adjacent streets that are not part of the proposed subdivision are not included in the connectivity index calculation. See Figure 614.3-1 for how to calculate the connectivity index.

(a) Links

(1) Streets

(2) Stub-out streets

(3) Standard public access easements

(4) Local road connections to collector streets and larger

(5) Cul-de-sacs

(b) Nodes

(1) Street intersections

(2) Cul-de-sac heads

(3) No outlets

(4) Dead-ends

(c) Excluded as Nodes

(1) Street elbows

(2) Standard alley intersections

(3) Intersections on collector streets and larger

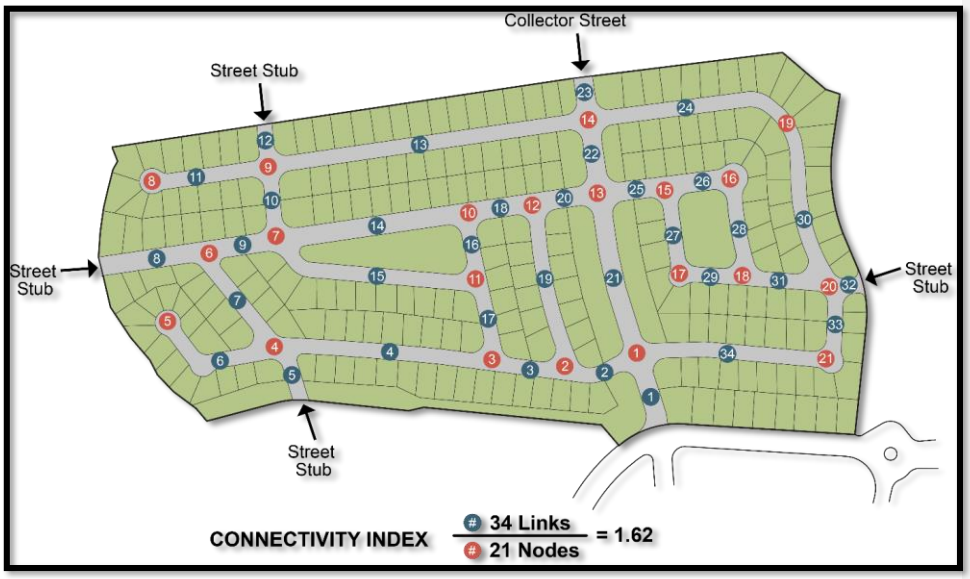
(d) Credits for Links

(1) Stub-outs to adjacent properties: Half (½) credit each

(2) Local road connections to collector streets and large: 1 full credit each

(e) Five (5) feet wide pedestrian trails in at least fifteen (15) feet greenlinks shall link cul-de-sacs and provide through-block access where Development Services staff finds pedestrian connectivity is needed.

Figure 414.2-1 Connectivity Index



10.414.2.3 Collector Street Connectivity

All collector-designated streets shall connect on both ends to an existing or planned collector or higher-level street, unless physical constraints or existing development patterns make such connections impractical. In such cases, alternative connectivity solutions shall be provided to ensure effective traffic flow and access within the area, in accordance with Hutto SOAR 2040 and Hutto Mobility Master Plan.

10.414.2.4 Blocks

10.414.2.4.1. Block Length

Block lengths shall be determined by the classification of the street adjacent to the block.

Table 414-1: Block Lengths

Street Classification	Minimum Side Length	Maximum Side Length
Local Roads	200 feet	600 feet
Collector Roads	200 feet	800 feet
Minor Arterial Roads	200 feet	900 feet
Major Arterial Roads	Waived	Waived

10.414.2.4.2. Block Depth

Blocks shall have sufficient width to allow two tiers of lots of appropriate depth. Alleys giving access to the rear of lots on a block is strongly encouraged.

10.414.2.4.3. Single Tier Blocks and Double Frontage Lots

(a) Residential blocks with one tier of double frontage lots are strongly discouraged. Alternative block configurations not relying on single tier blocks or long stretches of double frontage lots to separate residential develop from through traffic and arterials, or placement of higher density multiple household residential developments along arterial streets, is encouraged.

(b) For residential double frontage lots, there shall be an easement at least ten (10) feet deep abutting a traffic arterial or other disadvantageous use, dedicated to the appropriate governmental entity, with no right of cross access. There shall also be at least ten (10) feet deep tract or easement on the other side of the property line abutting a traffic arterial or other disadvantageous use, for a development perimeter wall and landscaping buffer.

10.414.2.4.4. Block Perimeter

Maximum block perimeters shall be determined by the classification of the street adjacent to the block.

(a) Local Road

The total perimeter of a block abutting Local roads shall not exceed one thousand eight hundred (1,800) feet.

(b) Collector Road

The total perimeter of a block abutting Collector roads shall not exceed two thousand~~one thousand~~ four~~eight~~ hundred (2~~1~~,4~~8~~00) feet.

(c) Minor Arterial Road

The total perimeter of a block abutting Minor Arterial roads shall not exceed three thousand (3,000) feet.

(d) Major Arterial Road

Block perimeter requirements are waived when blocks are located adjacent to Major Arterial roads.

10.414.2.4.5. Mid-Block Greenlinks

Greenlinks at least fifteen (15) feet wide with a sidewalk that is at least five (5) feet wide shall be placed near the center and entirely across blocks that are greater than six hundred (600) feet long, to give convenient pedestrian circulation through the development. Greenlinks shall be landscaped in conformance to landscaping standards for connecting walkways in this code and maintained by the underlying homeowner association.

10.414.2.5 Circulation

(a) Each subdivision shall provide for the continuation of all arterial streets and freeways as shown on the Mobility Master Plan, Arterial streets shall be located on the perimeter of the residential neighborhood.

(b) Collector and local streets shall be designed to provide access to each parcel of land within the residential neighborhood and within industrial areas. They shall be planned so that future urban expansion will not require the conversion of collector and local streets to arterial routes.

(c) Collector streets shall be designed to provide a direct route from other collector or local streets to the arterial streets and freeway systems and to provide access to public facilities within the neighborhood; however, collector streets shall not be aligned in a manner that will encourage their use by through traffic.

(d) Collector-designated streets shall connect on both ends to an existing or planned collector or higher-level street.

(e) Permitted alternatives to cul-de-sacs include T-streets, and any similar alternative approved by the City Engineer.

10.414.2.6 Required Subdivision Access Points

(a) Subdivisions with less than two hundred (200) residential units shall provide vehicular access to four or more existing or planned public streets.

(b) Subdivisions with two hundred (200) to two hundred and ninety-nine (299) residential units shall provide vehicular access to at least five existing or planned public streets.

(c) For developments exceeding three hundred (300) units, one additional access point shall be provided for every fifty (50) residential units or portion thereof.

(d) Planning and Zoning Commission~~Development Services staff~~ may reduce the required number of access points due to topography, natural features, or the configuration of adjacent developments through an approved subdivision variance.

(e) Additional access points shall be shown on the plat and construction plans for the development. Construction of streets may be postponed to a later phase of development. The Planning and Zoning Commission may require the construction of any access point when the final plat is approved.

10.414.2.7 Relation to Adjoining Street Systems

To provide connectivity to other neighborhoods, existing streets in adjacent or adjoining areas shall be continued in the new development in alignment therewith. Whenever connections to anticipated or proposed surrounding streets are required by this Section, the right-of-way shall be extended, and the street developed to the property line of the subdivided property or to the edge of the remaining undeveloped portion of a single tract.

(a) Street Jogs

~~Where offsets in street alignment are, in the opinion of the City Engineer, unavoidable due to natural features or other unique elements of the land, such offsets may be included, provided the distance between center lines is not less than one hundred and twenty five (125) feet.~~ Offset in street alignments shall be avoid unless explicitly approved in writing by the City Engineer.

(b) Large Lot Subdivision

~~(c)~~ If the lots in the proposed subdivision are large enough to suggest potential future re-subdivision, or if part of the parent tract remains unplatted, the subdivision design shall include designated corridors or easements for potential future street openings and access. These designated areas shall be clearly marked on the subdivision plat and reserved for future development, ensuring that all future lots will have adequate access to streets. Partial or Half streets

No partial or half streets shall be platted or constructed. ~~Partial or half streets may be provided only where the City finds a street shall be located on a property line, where the proposed road has a center median.~~

~~(d)~~(c) Dead-End Streets

Dead-end streets shall be prohibited except street stubs to permit extension. Temporary turnarounds shall be required where the street stub exceeds one lot or 100 feet in length, whichever is greater. The developer shall provide a sign at the street stub declaring that the particular street will connect with future development.

~~(e)~~(d) ~~Unpaved~~ Street Rights-Of-Way

The portion of the street right-of-way between a private lot line and the curb or pavement edge shall be designed and constructed to meet the requirements of the Hutto Engineering Design Manual.

~~(f)~~(e) Access to Public Streets from Private Property

~~(1)~~ No person shall cut a curb or gutter section nor pave a street right-of-way without first obtaining a permit from the City and complying with City Codes. Where no curb and gutter street construction is permitted, no person shall construct or pave the borrow ditch street section without first obtaining a permit from the City and complying with City Codes.

~~(g)~~(f) Street Connections to Abutting Undeveloped Land

~~(h)~~ Street connections shall be spaced at intervals not to exceed six hundred and sixty (660) feet (1/8 mile) along each boundary that abuts potentially developable or redevelopable land. Blocks longer than eight hundred (800) feet in length shall have a mid-block pedestrian pathway connecting adjacent blocks.

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10.415. Driveways

For driveway standard details, refer to Division B of the Hutto Engineering Design Manual.

10.416. Road Adequacy Standards

10.416.1. Purpose and General Policy

(a) New development within the urban area shall be supported by an adequate roadway network.

(b) Collector-level and higher streets are an essential component of the City's street network and are necessary to accommodate the continuing growth and development of the City.

(c) It is necessary and desirable to obtain rights-of-way for off-site, abutting and internal streets to support new development at the time of platting or development of the land.

(d) There shall be a rough proportionality between the traffic impacts created by a new development and requirements placed on the property owner to dedicate and improve off-site and abutting street rights-of-way.

(e) The City desires to assure both that development impacts are mitigated through contributions of street rights-of-way and improvements and that a development project contributes no more than its fair share of street costs.

(f) It is the City's intent to institute procedures to assure that mandatory dedications of street rights-of-way and thoroughfare construction requirements are proportional to the traffic demands created by a new development.

10.416.2. Street Naming

(a) Proposed street names shall appear on a preliminary plat. Street names become official with the City after the following takes place:

(1) The plat is recorded; and

(2) Williamson and/or Travis County 911 Addressing accepts the street name in writing.

~~(b) The street name changes process and review criteria are described in Section 10.802.19.~~

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Chapter 5. Historic Preservation

10.501. Intent

Historic preservation regulations are intended to:

(a) Enhance and perpetuate landmarks and districts of historical, cultural, architectural or archeological importance that represent or reflect distinctive and important elements of Hutto's historical, cultural, architectural, archeological, social, economic, and ethnic heritage.

(b) To promote the preservation and conservation of Hutto's heritage, architecture, and culture.

(c) Educate elected officials, appointed bodies, City departments, and the public about the heritage of Hutto and the benefits of historic preservation.

(d) Foster civic pride by recognizing accomplishments of the past.

(e) Protect and enhance the attractiveness of City neighborhoods to visitors and prospective residents, and support and stimulate the economy.

(f) Encourage appropriate land uses that respect the historic character and development of significant sites, features, structures and neighborhoods.

(g) Engage the public in discourse on the preservation of the City, its benefits, and participation in planning for historic preservation.

(h) Encourage the stabilization, restoration and improvement of property and property values.

(i) Maintain a generally harmonious outward appearance of historic structures, which are compatible and complementary in scale, form, color, proportion, texture and material.

10.502. Historic Preservation Officer

The Historic Preservation Commission shall appoint a qualified Development Services staff member to serve as Historic Preservation Officer. The Historic Preservation Officer will administer this chapter and advise the Historic Preservation Commission on submitted matters. The Historic Preservation Officer is also responsible for coordinating the City's historic preservation activities when delegated, and maintaining and updating the City's historic resources survey.

10.503. Historic Districts

10.503.1. Applicability

This section applies in the following areas:

City of Hutto	Hutto Extraterritorial Jurisdiction (ETJ)
Yes	**No**

10.503.2. Creation of Historic Districts

10.503.2.1 Designation of Historic Districts

(a) An historic district may be established to preserve property, buildings, structures and areas of exemplary architectural, archaeological, cultural or historic value.

(b) The process for creating a historic district is the same as for rezoning a property. The original zoning district remains, with a historic overlay (H zone).

(c) Determination of sites and landmarks appropriate for historic district designation are evaluated using the following criteria:

(1) Significance in history, architecture, archaeology or culture.

(2) Association with certain events that made a significant contribution to the broad patterns of local, regional, state or national history.

(3) Association with the lives of significant persons in the past.

(4) Embodiment of the distinctive characteristics of an architectural or engineering type, period or method of construction.

(5) Representation of the work of a master designer, builder or craftsperson.

(6) Representation of an established and familiar visual feature of the community.

(7) Possession of archaeological value in that it produced or can be expected to produce data affecting theories of historic or prehistoric interest.

10.503.2.2 Designation of Individual Buildings

(a) Buildings in a historic district are designated as either contributing or noncontributing.

(1) A contributing structure or site adds to the historical integrity or architectural qualities that make the historic district significant. A contributing structure or site helps make a historic district “historic”.

(2) A noncontributing structure or site does not add to the historical or architectural qualities of the district either because it was not present during the time of significance, or because of alteration so extensive it is no longer recognizable as having been present during the time of significance. Noncontributing structures and sites are exempt from the certificate of appropriateness review process and from conforming to historic district design requirements (but not other design standards).

(b) On the designation of properties in a historic overlay district, the designation of contributing and noncontributing structures will be recorded. The record will be considered part of the City’s official zoning map, even if it is not on the main map. Building designation may also be recorded with the county and the tax appraisal office.

10.503.3. Designation of Initial Historic District

Parcels inside the 1911 incorporation boundaries and the site of the Hutto Grain and Gin Co-op are designated as the initial historic district. The historic overlay district will apply to the initial historic district and underlying zoning.

Commented [MR1]: Staff recommends restricting Historic regulations to structures that are registered on the Texas or Federal register of historic structures or at the very least to limit the historic district to north of US 79.

10.503.4. Uses Not Affected by Historic Designation

Historic district designation will not affect the present legal or legal nonconforming use of a property. Uses that requires the demolition, razing, remodeling, or alteration of buildings or structures in a historic district that will affect the character of the district or a landmark are prohibited, except on conformance to the terms of this UDC.

10.504. Certificate of Appropriateness

10.504.1. Applicability

This section applies in the following areas:

City of Hutto	City of Hutto OT Old Town Zoning District	Hutto Extraterritorial Jurisdiction (ETJ)
No	Yes	No

10.504.2. Process

10.504.2.1 Applicability

Any of the following changes to the exterior of a structure in a historic district or with designated or pending historic designation require a certificate of appropriateness.

(a) Visible change to the exterior of a designated contributing structure.

(b) Addition to a designated contributing structure in a historic district.

(c) Demolition or relocation of a designated contributing structure. The Historic Preservation Commission may require the owner to conform to a salvage plan as a condition for approving a certificate of appropriateness.

(d) Construction of a new detached structure.

10.504.2.2 Exceptions

The following changes do not require a certificate of appropriateness.

(a) Work that does not involve a change to material, configuration, dimension, or outward appearance, such as ordinary maintenance and repair, changes in paint color, and replacement of existing materials, will be considered in-kind repair and does not require a certificate of appropriateness.

(b) Work that is required for a property to come into compliance with federal and state laws pertaining to persons with disabilities.

10.504.3. Applicability Before Inventory and Designation of Contributing Structures and Sites

Changes described above where a certificate of appropriateness is required will be examined on a case-by-case basis, where Development Services staff will make an interim determination of whether a

building or site is contributing or not, until an inventory of contributing and noncontributing sites and structures is conducted and designation made official.

10.504.4. Design Standards

Projects granted a certificate of appropriateness shall meet architectural standards in Section 10.305.

10.505. Violations

10.505.1. Applicability

This section applies in the following areas:

City of Hutto	City of Hutto OT Old Town Zoning District	Hutto Extraterritorial Jurisdiction (ETJ)
No	**Yes**	**No**

10.505.2. Unauthorized Alterations

Failure to obtain a certificate of appropriateness for changes to contributing structures or sites in designated historic districts as required by this section are considered violations of this UDC.

10.505.3. Demolition by Neglect

10.505.3.1 Determination

Allowing a designated contributing structure to deteriorate to the point where a state of demolition by neglect occurs is prohibited. Criteria for determination of demolition by neglect include any of the following:

(a) The deterioration of a building(s) as specified by the International Property Maintenance Code.

Chapter 6. Stormwater and Drainage Standards

10.601. Applicability

This chapter applies in the following areas:

City of Hutto	Hutto Extraterritorial Jurisdiction (ETJ)
Yes	**Yes**

10.602. General Drainage Provisions

10.602.1. Design Criteria

All drainage systems shall be designed in accordance with Division E of the Hutto Engineering Design Manual, as amended.

10.602.2. Application

The City's drainage policy shall govern the planning and design of drainage infrastructure within the City limits and within all areas subject to its extraterritorial jurisdiction, as required. Definitions, formulae, criteria, procedures, and data in this manual have been developed to support this policy. If any condition requiring some additional measure of protection is identified during design or construction, the engineer shall make provisions within the design.

10.602.3. Computations

Computations to support all drainage designs shall be submitted to the appropriate City departments for review. The computations shall be in such form as to allow for timely and consistent review, and also to be made a part of the permanent City record for future reference. Computation shall demonstrate that, as a result of the proposed development, there will not be any adverse impact to downstream properties adjacent to the drainage resulting from a 100-year event. The engineer shall stat that in a sealed report. All computations submitted shall be certified by an engineer.

10.602.4. Grading

(a) A comprehensive grading plan shall be included with subdivision construction plans.

(b) The grading plan shall be designed to ensure all lots will adequately drain upon completion of the subdivision improvements. The engineer will set the elevation of lot corners in conjunction with preparation of the drainage plan. Lot corner elevations shall be shown on the grading plan.

(c) Where practical, all lots shall be graded from rear to front at which point the drainage shall be intercepted by the street. Alternate grading schemes may be utilized if it can be demonstrated to the satisfaction of the City Engineer that grading from rear to front would be detrimental to trees or other natural features; or it would not be reasonably adaptable to the existing topography because of excessive cuts and fills, or future lot development (i.e. commercial, industrial, or multi-family lots).

(d) All lots shall be graded at a minimum of one percent (1%). Grading of lots with existing slopes of one percent (1%) or greater will not be required, provided the

conditions within Division E of the Hutto Engineering Design Manual, as amended have been satisfied and it is demonstrated to the satisfaction of the City Engineer that there are no existing or proposed features that will prevent the lots from adequately draining.

(e) Unless otherwise accepted by the City Engineer, surface swales shall be designed and provided along lot lines when more than two lots will be contributing to stormwater runoff at any given point. Side slopes for swales shall not exceed ten to one (10:1) (horizontal: vertical) unless otherwise accepted by the City Engineer.

(f) Minimum finished floor slab elevations shall be shown for all lots. Such elevations shall be a minimum of two (2) feet above the ultimate one hundred (100) year flood plain.

(g) Fills shall be placed in maximum twelve (12) inch lifts and adequately compacted. The subdivider shall be responsible for determining any special fill requirements (~~i.e.~~i.e., FHA requirements).

(h) Blue tops shall be set at lot corners and other points to ensure grading is accomplished in accordance with the plan.

(i) Following final grading, all exposed areas shall be permanently stabilized. Earthen areas shall be seeded or sodded, and erosion controls shall remain in place until grass growth reaches one point five (1.5) inches, is of a density where it can be reasonably expected to be self-sustaining, and there are no bare areas in excess of ten (10) total square feet.

10.603. Administration

10.603.1. Designation of Floodplain Administrator

~~The Development Services Director may appoint the floodplain administrator to administer and implement the provisions of this UDC and other appropriate Sections of 44 CFR (National Flood Insurance Program regulations) pertaining to floodplain management.~~ The City Engineer is the Floodplain Administrator.

10.603.2. Duties and Responsibilities of Floodplain Administrator

Duties and responsibilities of the floodplain administrator include, but are not limited to, the following:

(a) Maintain and hold open for public inspection records pertaining to the provisions of this UDC.

(b) Review permit applications to find if proposed building sites, including the placement of manufactured homes, will be reasonably safe from flooding.

(c) Review, approve or deny applications for development permits required by adoption of this UDC.

(d) Review permits for proposed development to assure that necessary permits were obtained from federal, state or local governmental agencies (including Section 404

of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which previous approval is required.

(e) Where interpretation is needed on the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the floodplain administrator shall make the necessary interpretation.

(f) Notify adjacent communities and the state coordinating agency before alteration or relocation of a watercourse, and submit evidence of notification to the Federal Emergency Management Agency.

(g) Assure that flood-carrying capacity in the altered or relocated part of any watercourse is maintained.

(h) When base flood elevation data has not been provided in conformance to this chapter, the floodplain administrator shall obtain, review and reasonably use any base flood elevation data and floodway data available from a federal, state or other source, to administer the provisions of this chapter.

(i) When a regulatory floodway has not been designated, the floodplain administrator will require that new construction, substantial improvements, or other development (including fill) will not be permitted in zones A1-30 and AE on the community's FIRM, unless it is shown the cumulative effect of proposed development, when combined with other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot anywhere in the community.

(j) Under National Flood Insurance Program 44 CFR Section 1, Section 65.12, a community may approve certain development in zones A1-30, AE, AH, on the community's FIRM that increases the water surface elevation of the base flood by more than one foot, if the community first applies for a conditional FIRM revision through FEMA.

Chapter 7. Water and Wastewater Standards

10.701. Intent

These regulations are intended to establish the minimum basic design standards for water and wastewater systems in the City and its extraterritorial jurisdiction area, but do not address major facilities such as water and wastewater treatment plants. Generally, these systems will be operated and maintained by the City.

All projects shall be built in conformance to these specifications. Variations are subject to approval of the water and wastewater utility. Added standards for specific projects may be established where the service conditions to the tract and related system operation and maintenance needs warrant.

10.702. Applicability

This chapter applies in the following areas:

City of Hutto	Hutto Extraterritorial Jurisdiction (ETJ)
Yes	**Yes**

10.703. Water System

Design and Construction

(a) All water systems shall be designed in accordance with Division C of the Hutto Engineering Design Manual, as amended.

10.704. Wastewater System

Design and Construction

(a) All wastewater systems shall be designed in accordance with Division D of the Hutto Engineering Design Manual, as amended.

Chapter 8. Procedures

10.801. General Rules

10.801.1. Applicability

This section applies in the following areas:

City of Hutto	Hutto Extraterritorial Jurisdiction (ETJ)
Yes	**Yes**

10.801.2. Public Notices

Review Procedures

10.801.2.1 Public Notice Requirements

The purpose of this section is to establish the minimum requirements for notice where required. Unless otherwise specified, notices required under this section shall follow the procedures outlined below:

(a) Published Notice – General

(1) A distinctive public hearing notice shall be placed by the City at least once in a local official newspaper of general circulation within the City, as designated by the City Council, prior to the meeting, for the purpose of notifying the public of the time and place of such public hearing and the substance of the public hearing agenda item that may be considered or reviewed. Minor clerical errors in the notice shall not invalidate the notice's intent or the public hearing it supports.

(2) The public hearing notice shall be placed 15 days prior to the public hearing for the Planning and Zoning Commission and City Council meeting dates, respectively. A single notice may cover multiple public hearings if it clearly identifies each hearing and its corresponding details.

(b) Mailed Notice

(1) In addition to publication, written notice shall be mailed to owners of any property and any Registered Neighborhood/Homeowners Organization, in whole or part, within the distance as set forth in Section 801.2.1.2 of the boundary of the subject property.

(2) A listing of aforementioned property owners and Registered Neighborhood/Homeowners Organizations consistent with current records of the Williamson County Assessor's Office at the time of application and complete with their mailing addresses shall be provided on address labels to the City by the applicant for use in such mailing.

(c) Mailed notices shall be mailed 15 days prior to the public hearing for the Zoning Board of Adjustment, Planning and Zoning Commission or City Council meeting date.

10.801.2.2 Distance Requirements for Public Hearings

(a) Summary of Notice Required

Published, mailed, or signed notice shall be required for development review as shown in the following table:

Table 801-1: Public Hearing Notice Requirements

Procedure	Published	Mailed	Notification Distance	On-site public hearing notification signs placed	Notice Posted on the City Website
Planning Policy					
Comprehensive Plan Text Amendment	X				X
Comprehensive Plan Map Amendment	X				X
Code Amendment	X				X
Annexation					
Voluntary	X	X	200 feet		X
Involuntary	X	X	200 feet		X
Zoning					
Zoning Application	X	X	200 feet	X	X
PUD Development Plan/Rezoning	X	X	200 feet	X	X
Specific Use Permit	X	X	200 feet	X	X
Variances					
Residential Variance	X	X	200 feet	X	X
Commercial Variance	X	X	200 feet	X	X
Historic Preservation					
Certificate of Appropriateness					X

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(b) On-Site Public Hearing Notification Sign

When required, a notification sign shall be provided by the City of Hutto, and installed on site by the applicant so that the following are legible from the public right-of-way: the type of request, the present zoning district classification, the proposed zoning district classification, if applicable, and the date and time of the hearing(s). The property owner shall provide an affidavit, including time and date-stamped photographs, attesting to the installation date and the number of signs installed. This affidavit shall be provided to the City at least fifteen days prior to the required public hearing(s). If the proceeding requires a public hearing before both the Planning and Zoning Commission and the City Council, separate photographs and affidavits shall be required for each public hearing.

(1) Property Owner-Initiated Zoning Proceedings

(A) For all proceedings initiated by or on behalf of the property owner, at least one on-site public hearing notification sign shall be posted on the affected property. The sign shall be located no further than 10 feet from the public right-of-way and be legible from the right-of-way, in accordance with the public notice deadlines in Subsection (a)(1) above.

(B) The applicant shall post a minimum two-foot by three-foot weatherproof sign on the subject property located along the public right-of-way or other highly visible location as determined by the Development Services Director or assignee. The applicant shall remove such sign at the conclusion of the public hearing process.

(2) City-Initiated Proceedings

For proceedings initiated by the City, it may not be possible or practical to place a sign on the private property subject to the proposed proceedings. Therefore, in City-initiated proceedings, the Development Services Director shall determine the most effective and practical manner of providing reasonable on-site notification of public hearings.

(c) Constructive Notice

Minor defects in the notice, or damage to or removal of an on-site public hearing notification sign, do not invalidate proceedings if a bona fide attempt has been made to comply with notice requirements. Defects in notice provisions that exceed the requirements of Chapter 211 of the Texas Local Government Code, as amended, shall not invalidate any action or proceedings pursuant thereto.

10.801.3. Application Expiration

Applications that remain inactive for 180 consecutive days while under review, without any action from the applicant, shall be considered expired. To resume the review process, the applicant shall submit a new application, including all required documents and fees, in accordance with current regulations.

10.801.4. Compliance

Firms or entities can use, occupy, develop, extend, convert or alter land or structures only if that use, occupancy, or development complies with this UDC and other applicable regulations.

10.801.5. Authorization for Development

Development can begin only with authorization as required by this UDC.

10.801.6. Creation of Nuisances

Nothing in this UDC permits the establishment or maintenance of public or private nuisances.

10.801.7. Previous Violations

This UDC does not validate or legalize any land use or structure established, constructed, developed or maintained that violated a previous land use code, ordinance, regulation, easement, covenant, agreement, plat, deed restriction or other restrictive covenant in effect before the effective date of this UDC.

10.802. Development Review Process

10.802.1. Applicability

(1) This section applies in the following areas.

Table 802-1: Development Review Process Applicability

Process	City of Hutto	Hutto Extraterritorial Jurisdiction (ETJ)
Annexation	No	Yes
Building Permit and Certificate of Occupancy	Yes	No: Williamson County
Certificate of Appropriateness	Yes: Historic District	No
Demolition Permit	Yes	No: Williamson County
Major Subdivision	Yes	Yes
Plan Amendment	Yes	Yes
Future Land Use Map Amendment	Yes	Yes
Planned Unit Development	Yes	No
Plat Vacation	Yes	Yes
Right-of-Way Construction Permit	Yes	No
Right-of-Way Vacation	Yes	Yes
Short Form Subdivision	Yes	Yes
Sign Permit	Yes	Yes
Site Plan Review	Yes	No
Site Plan: Initial	Yes	No
Special Exception	Yes	No

Process	City of Hutto	Hutto Extraterritorial Jurisdiction (ETJ)
Street Name Change	Yes	Yes
UDC Amendment	n/a	n/a
Variance	Yes	Yes: subdivisions
Zonin Map Amendment	Yes	No

(2) The following is a general review structure for this Section. Additional details for each type of application/permit/request may be found in their respective sections or permit applications:

Table 802-2: Application/Permit/Request Review Structure

Type of: Application / Permit / Request	Planning	Engineering	Building	HPC	PZ	CC	ZBA
A=Appeal D=Decision I=Inspection R=Recommendation RV=Review							
Administrative Interpretation	Issued	Issued	Issued				A
Annexation	RV					D	
Appeals						Bldg codes, CoA, Sign variance	Administrative decision and interpretations
Building Code Interpretation			D			A	
Building Plan Review			D				
Building Plan Review							
Building Permit			I/D				
Certificate of Appropriateness	RV		RV	D		A	
Certificate of Occupancy/Tenant Change			I/D				
Comprehensive Plan Amendment	RV	RV		R	R	D	
Future Land Use Map Amendment	RV				R	D	

Type of: Application / Permit / Request	Planning	Engineering	Building	HPC	PZ	CC	ZBA
A=Appeal D=Decision I=Inspection R=Recommendation RV=Review							
Conditional Certificate of Completion (Commercial)			/I/D				
Demolition Permit			I/D	D			
Development Agreement	D					D	
Easement and Right-of-Way Vacation	RV	RV				D	
Legal Lot Determination Letter	D						
Major Subdivision: Final Plat	D	RV			A		
Major Subdivision: Preliminary Plat	RV	RV			D		
Mobile Food Vendor	D				A		
Minor (Short Form) Subdivision: Final Plat	RV	RV			D		
Move-In (Modular Structure) Permit			D				
Plat Vacation	D	RV			A		
Right-of-Way (ROW) Construction Permit		D					
Sign Master Plan	RV		RV		R	D	
Sign Permit	RV		D				
Site Plan Review (incl. inspections)	RV	RV	D				
Specific Use Permit (incl. amendment)	RV		RV		R	D	
Street Name Change	RV					D	
Subdivision Improvements Construction Plan Review & Inspection		I/D				Acceptance	
Type of:	**Planning**	**Engineering**	**Building**	**HPC**	**PZ**	**CC**	**ZBA**

Application / Permit / Request							
A=Appeal D=Decision I=Inspection R=Recommendation RV=Review							
Temporary Job/Construction Trailer			D				
Temporary Use Permit			D				
Tree Removal Permit	RV		D			D	
Variance– Sign	RV		RV		D	A	
Variance – Site Design	RV						D
Variance) – Subdivision	RV				D		
UDC Amendment	RV				R	D	
Zoning Change Request	RV	RV			R	D	
Zoning Map Amendment	RV				R	D	
Zoning Verification Letter	D						

10.802.2. Universal Development Process Overview

This section provides a general overview of a typical development process.

10.802.3. Annexation

10.802.3.1 Intent

All land in Hutto's current or future extraterritorial jurisdiction area should eventually become part of the City, so it can more effectively guide growth and regulate the quality of the built environment.

10.802.3.2 Applicability

The annexation process is used to annex unincorporated land into the City in accordance with Texas Local Government Code Chapter 43, as amended.

10.802.3.3 Criteria

Annexation and initial zoning requests are evaluated using all of the following criteria:

(a) The request is consistent with community, neighborhood and other applicable land use and development plans.

(b) The property is in the extraterritorial jurisdiction (ETJ).

(c) The property has no Unified Development Code or Williamson County Code violations.

(d) The annexation request conforms to state law.

10.802.3.4 Process

Refer to development application.

10.802.3.5 Conditions

(a) Development Services staff and/or City Council may impose conditions on an annexation request, to ensure conformance to this UDC and any community, neighborhood and other applicable land use and development plans.

(b) A building permit cannot be issued for recently annexed land until City zoning is established.

(c) Initial zoning is established through a zoning map amendment (rezoning), which shall be processed at the same time as the annexation request. Initial zoning shall conform to Hutto SOAR 2040. Standard rezoning fees will apply.

10.802.4. Building Permit and Certificate of Occupancy

10.802.4.1 Purpose

A building permit is needed when an owner or authorized agent constructs, enlarges, alters, repairs, moves, demolishes, or changes the occupancy of a building or structure or to erect, install, enlarge, alter, repair, remove, convert or replace and electrical, gas, mechanical or plumbing system, the installation of which is regulated by the IFC or ICC or to cause any such work to be done.

10.802.4.2 Applicability

(a) A building permit application is required for any construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, and maintenance of buildings or structures except:

(1) Moveable cases, counters, and partitions, not over five (5) feet nine (9) inches (1,753 mm) in height.

(2) Painting, papering, and similar finish work.

(3) Temporary motion picture, television, and theater stage sets and scenery.

(4) Play equipment accessory to residential use, including swing sets, jungle gyms, slides and trampolines.

(5) Antennas and/or their supporting structures other than buildings accessory to residential use, at least ten (10) feet high and below the maximum building height in the underlying zoning district.

(6) One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed two hundred (200) square feet.

(7) Fences not over ~~six~~eight (8~~6~~) feet (1,829 mm) high.

(8) Oil derricks.

(9) Retaining walls that are not over four (4) feet (1,219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II, or IIIA liquids.

(10) Water tanks supported directly on grade if the capacity does not exceed five thousand (5,000) gallons (18,925 L) and the ratio of height to diameter or width does not exceed two (2) to one (1).

(11) Sidewalks and driveways not more than thirty (30) inches (762 mm) above adjacent grade, and not over any basement or story below and are not part of an accessible route.

(12) Prefabricated swimming pools accessory to a group R-3 occupancy that are less than twenty-four (24) inches (610 mm) deep, do not exceed five thousand (5,000) gallons (18,925 L) and are installed entirely above ground.

(13) Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.

(14) Window awnings supported by an exterior wall that do not project more than fifty-four (54) inches (1,372 mm) from the exterior wall and do not require additional support of Group R-3 and U occupancies.

(b) Building permit applications are also required for change of use, occupancy, tenancy, ownership or name of business for a non-residential building or tenant space.

10.802.4.3 Criteria

(a) Building permit requests are evaluated using all of the following criteria:

(1) The project conforms to this UDC, the Building Code, the Fire Code and other applicable regulations.

(2) The parcel has no violations of this UDC or other applicable City or state regulations.

(3) A site plan was approved for the project, if applicable.

(4) The site is a legally platted building lot unless it is on a lot located in the 1911 Historic District and has not been altered since the District was created.

(b) The Development Services Department may accept applications for building permits for individual lots in approved subdivisions as follows:

(1) Footing and foundation permits for new construction will be accepted only after the following have occurred;

(A) Final grading of drainage easements and the installation of the stormwater drainage system is complete, and the City Engineer has inspected and approved the grading and installation;

(B) Construction of the street subgrade and installation of the aggregate base course, or other all-weather surface, for the street serving the project is completed and inspected and approved by the City or county Engineer, and acceptable density tests for subgrade and utility trenches are submitted to and approved by the City Engineer; and

(C) Street signs are properly installed at intersections.

(c) Full building permits for new construction will be accepted only after the following have occurred:

(1) Street surfacing, at least through aggregate base course or plant mix bituminous base application, is complete; the City Engineer has inspected and approved the surfacing and density tests for applied material.

(2) Public water and sewer systems are completely constructed, and evidence of acceptance by the appropriate water, sewer and fire protection providers is submitted to the City Engineer.

(d) Building permits will not be issued for proposals violating proposed amendments to this UDC (text or maps) pending before the Commission, from the time of first public notice until final disposition, up to six months from first public notice.

(e) A building permit will not be accepted for processing on property with a valid application pending for review of a variance, special exception, rezoning, subdivision or general development plan.

(f) A building permit will not be approved on property with an outstanding property maintenance violation, zoning violation, or other code violation unless the permit is to remedy the violation.

10.802.4.4 Process

Refer to development application.

10.802.4.5 Conditions

A building permit shall not become invalid unless work has commenced within one hundred and eighty (180) days from the issuance date or if a certificate of occupancy is not issued within two (2) years from the issuance date.

10.802.5. Certificate of Appropriateness

A building permit shall still be obtained for projects authorized by a certificate of appropriateness. Historic preservation standards are detailed in Chapter 7 (Historic preservation).

10.802.5.1 Purpose

A certificate of appropriateness is required for certain types of alterations and changes to historic structures and sites to help ensure the achievement of historic preservation goals and objectives.

10.802.5.2 Applicability

(a) A certificate of appropriateness is required for the following changes to the exterior of a structure with designated or pending historic designation:

(1) Visible change to the exterior of a designated contributing structure.

(2) Addition to a designated contributing structure in a historic district.

(3) Demolition or relocation of a designated contributing structure. The Historic Preservation Commission may require the owner to conform to a salvage plan as a condition for approving a certificate of appropriateness.

(4) Construction of a new, detached structure in a historic district.

(b) Work not involving a change to material, configuration, dimension, or outward appearance will be considered in-kind repair and does not require a certificate of appropriateness.

(c) Exceptions

(1) Work that does not involve a change to material, configuration, dimension, or outward appearance, such as ordinary maintenance and repair, changes in paint color, and replacement of existing materials, will be considered in-kind repair and does not require a certificate of appropriateness.

(2) Work that is required for a property to come into compliance with federal and state laws pertaining to persons with disabilities.

10.802.5.3 Criteria

Certificate of appropriateness requests are evaluated using all of the following criteria:

(a) The structure or site will be used for its historic purpose or be placed in a new use that is permitted under this UDC. The use will require minimal change to the defining characteristics of the structure, property, site and environment.

(b) The historic character of a structure or site will be kept and preserved. Removal of historic materials or alteration of features and spaces characterizing a structure or property will be avoided.

(c) The structure and/or site remains as a physical record of its time, place and use. Changes will not create a false sense of historical development, such as adding conjectural features or architectural elements from other structures or properties.

(d) Most structures and property change over time; changes that acquired historic significance in their own right will be kept and preserved.

(e) Distinctive features, finishes and construction techniques or examples of craftsmanship characterizing a structure or property will be preserved in the limits permitted by applicable regulations.

(f) Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires the replacement of a distinctive feature, the new feature shall match the old in design, color, texture and other visual qualities; and, where possible, materials, if they meet other applicable codes and ordinances. Replacement of missing features will be proven by documentary, physical or pictorial evidence.

(g) Chemical or physical treatments that could damage historic materials are prohibited. Surface cleaning of structures, if appropriate, shall be undertaken using the gentlest method possible.

(h) New additions, exterior alterations, or related new construction will not destroy historic materials characterizing the structure or property. New work will be differentiated from the old and will be compatible with the massing, size, scale and architectural features to protect the historic integrity of the structure or property and its environment.

(i) New additions and adjacent or related new construction will be undertaken in a way that the essential form and integrity of the historic structure or property and its environment will be unimpaired if it is removed in the future.

(j) New construction taking place after the demolition or removal of a structure or property in a historic district will conform to the design guidelines for the district.

10.802.5.4 Process

Refer to development application.

10.802.5.5 Approval Conditions

The Historic Preservation Commission and/or City Council may impose conditions on a general development plan.

10.802.6. Demolition Permit

10.802.6.1 Intent

Development Services staff will review demolition permits to ensure work will take place according to applicable rules.

10.802.6.2 Applicability

A demolition permit is required to tear down any structure.

10.802.6.3 Criteria

Demolition permit requests are evaluated using the following criteria:

(a) No government agency has designated the structure or site as a historic structure. If it is designated, it shall be shown that the building cannot be saved and that the demolition was authorized subject to federal, state, county or local agency processes and rules.

(b) The fire department shall review the structure or site to ensure compliance with the Fire Code.

10.802.6.4 Process

Refer to development application.

10.802.6.5 Conditions

(a) Development Services staff shall observe the site before demolition starts. Utilities shall be disconnected and properly capped, meter sizes notated, with utility company verification given.

(b) Demolition of buildings shall follow and be regulated by the Texas Asbestos Health Protection Act (TAHPA) EXCEPT single-family dwelling or an apartment complex of four (4) units or less that will continue to be used as a residence or apartment complex of four (4) or fewer units.

(c) ~~H~~If hazardous materials (including asbestos) are present, they shall be removed and disposed of properly. If excessive amounts of asbestos are removed, TCEQ notification is required.

(d) Fugitive dust mitigation is required at demolition sites.

(e) Debris shall be removed from the site and recycled or disposed of at a landfill.

(f) A demolition permit is valid for ninety (90) days from the time of approval. Demolition shall take place over a thirty (30) day period, or ninety (90) days for "green demolition," in which the building is carefully deconstructed, and the bulk of materials are recycled and/or reused.

10.802.7. Plan Amendment

10.802.7.1 Intent

Community, neighborhood and other applicable land use and development plans and other plans are subject to change and revision, to reflect changing conditions in the City and region, good planning practice, and the vision of the City's leaders and citizens.

10.802.7.2 Applicability

A plan amendment is required to change, add to or delete any part of a community, neighborhood or other applicable land use and development plan adopted by the City. A plan amendment may be requested by a property owner or representative if it is more than twelve (12) months since they were last involved in a request before the Zoning Board of Adjustment or Planning and Zoning Commission.

10.802.7.3 Criteria

Plan amendments are evaluated using the following criteria:

(a) The amendment is consistent with Hutto SOAR 2040.

(b) The text, map or chart is in need of the amendment.

(c) The amendment is not contrary to the intent and purpose of the subject plan.

(d) The amendment is consistent with generally accepted principles of good planning practice.

10.802.7.4 Process

Refer to development application.

10.802.8. Future Land Use Map Amendment

10.802.8.1 Intent

The future land use map designation for a parcel might not permit a use most appropriate for the site, given the goals of community, neighborhood and other applicable land use and development plans, and good land use practice, and is subject to change periodically.

10.802.8.2 Applicability

A future land use map amendment is required to consider a request to change the future land use designation of a parcel. The City may request a future land use map amendment at any time.

10.802.8.3 Criteria

Future land use map amendments are evaluated using all the following criteria:

(a) The proposed future land use is consistent with, and will not conflict with, the goals of community, neighborhood and other applicable land use and development plans.

(b) The proposed future land use will not conflict with proposed, permitted or existing land uses in the future land use or zoning maps.

(c) There is enough physical and social infrastructure to serve the proposed future land use.

(d) The site and its conditions are suited for and appropriate to the proposed future land use.

(e) The proposed future land use does not threaten public health, safety, and welfare.

(f) The proposed future land use does not create a public nuisance or have an adverse impact on surrounding properties or the natural environment.

(g) The proposed future land use does not threaten scenic, natural or historic resources.

(h) The proposed future land use addresses a community need.

(i) The proposed future land use corrects a clerical or administrative error on the future land use map.

(j) The proposed future land use results in a logical and orderly development pattern.

(k) The proposed future land use is not merely intended to confer a benefit to the property owner.

Commented [JB1]: not to be solely on a private benefit to a single landowner (financial, etc.). this principle is designed to prevent spot zoning

(l) The site is a legal building lot.

10.802.8.4 Process

Refer to development application.

10.802.8.5 Conditions

The Planning and Zoning Commission and/or City Council may impose conditions on a future land use map amendment.

10.802.9. Planned Unit Development (PUD)

10.802.9.1 Intent

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

10.802.9.2 Applicability

A PUD plan and PUD development standards are required for a parcel that will be developed as a PUD.

10.802.9.3 Criteria

PUD plans and development standards are evaluated using the following criteria:

(a) 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.

(b) The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value.

(c) 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.

(d) The benefits of preserving land for open space, parks or other public amenities outweigh the potential impact of more intense or dense development on the site.

(e) The PUD controls external effects on nearby land uses such as traffic movement and congestion, lighting, trash accumulation and litter, noise, air and water pollution, and other factors affecting public health, welfare, safety and convenience.

(f) The PUD will be served by adequate facilities, including streets, fire protection, water and sanitation.

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

(h) PUD architectural design, landscaping, hardscaping and signage parameters shall give evidence of compatibility with adjacent development, internal consistency of design, and conformance to City design standards.

10.802.9.4 Process

Refer to development application.

10.802.9.5 Approval Conditions

The Planning and Zoning Commission and/or City Council may impose conditions on the PUD request.

10.802.9.6 Amendments

(a) Technical or Engineering considerations may call for minor deviations from the approved PUD. Development Services staff may approve minor deviations if they conform to this UDC and are consistent with the intent of the original PUD approval.

(b) Changes to approved PUD plans that Development Services staff finds are not minor deviations, including changes to density, permitted use, provision of parks and open space, and imposed conditions, require a new application and approval through the PUD process.

10.802.10. Right-of-Way Construction Permit

10.802.10.1 Intent

A right-of-way construction permit allows the construction of certain improvements in the public right-of-way.

10.802.10.2 Applicability

A right-of-way constriction permit is required for the construction of improvements in the public right-of-way.

10.802.10.3 Criteria

Right-of-way construction permit requests are evaluated using the following criteria:

(a) Conformance to this UDC and applicable building codes and design standards.

(b) Proof of adequate insurance coverage and provision of a performance bond, as specified in the construction specifications of the City on the date when it is granted.

(c) Evidence that the contractor who will perform the construction meets the standards of this subsection.

(d) The City Engineer administers design and material standards for the placement or replacement of pavements, curbs, gutters, sidewalks, inlets, water lines, wastewater lines or other public facilities included in or disturbed by construction.

10.802.10.4 Process

Refer to development application.

10.802.10.5 Conditions

(a) The City Engineer may impose conditions on a right-of-way construction permit, including:

(1) Restrictions on construction timing that, in their opinion, are reasonable measures to protect the safety and convenience of the general public.

(2) Placement of traffic control devices that are, in their opinion, reasonable measures to protect the safety of the general public and workers performing the construction.

(b) An application for a public-right-of-way construction permit may be denied for the following reasons, which are not subject to appeal:

(1) Contents of the application do not fulfill the standards outlined in this article and/or as prescribed in the City right-of-way construction policies and procedures as administered by the City Engineer.

(2) The design and/or materials proposed for execution of the construction do not meet the City's design and construction standards.

10.802.11. Easement and Right-of-Way Vacation

10.802.11.1 Intent

An easement or right-of-way vacation permits the vacation of easements and rights-of-way that are no longer needed.

10.802.11.2 Applicability

Subject to review criteria, the City Engineer may grant an easement or right-of-way vacation for an easement or right-of-way of record over which the City has jurisdiction. A right-of-way vacation results in a new lot configuration and requires an amended plat.

10.802.11.3 Criteria

Easement and right-of-way vacation requests are evaluated using all of the following criteria:

(a) Approval of the vacation request will not leave land adjoining the right-of-way or easement without an established public street or private access easement connecting the land with another public street, or without utility or drainage services.

(b) Appropriate agencies were notified of the proposed vacation, and none have objected.

(c) The easement or right-of-way will be divided equally between the lots on each side unless it can be proved that the entire easement or right-of-way was originally taken from one parcel. In that case, the easement or right-of-way will be returned to that parcel. Property owners on each side of the easement or right-of-way may agree to divide the vacated easement or right-of-way differently but shall sign deeds to transfer ownership after the City Engineer approves the vacation.

10.802.11.4 Process

Refer to development application.

10.802.11.5 Conditions

(a) The Planning and Zoning Commission and/or City Council may impose conditions on an easement or right-of-way vacation.

(b) A right-of-way vacation necessitates updating the current and future land use maps for the community, neighborhood, and other relevant development plans affected

by the vacated right-of-way. New land use designations will be assigned based on the established rules for interpreting zoning district boundaries.

10.802.12. Major Subdivision (Final Plat)

10.802.12.1 Intent

A major subdivision permits the division of a parcel into two or more lots and/or tracts where public improvements, such as streets, will be required.

10.802.12.2 Applicability

The major subdivision process is used to subdivide legal lots if the subdivision is not eligible for the short-form subdivision process in Section 10.802.14. A subdivision plat is required under Texas Local Government Code Section 212.004.

10.802.12.3 Criteria

Major subdivision requests are evaluated using the following criteria:

(a) The newly created parcels will meet minimum lot size standards for uses with a significant public benefit, such as a fire station; the Planning and Zoning Commission may waive the minimum lot size and minimum lot width standards if the proposed use meets minimum setbacks and sewage disposal standards.

(b) The newly created parcels meet minimum access standards.

(c) The subdivision does not “cut away” a non-conforming use from an adjacent lot to increase its lifespan.

(d) The subdivision is compatible with existing and permitted land uses in the surrounding area.

(e) The subdivision preserves and/or enhances the character of Hutto.

(f) A conceptual plan or preliminary plat is approved for the parcel, if applicable.

10.802.12.4 Process

Refer to development application.

10.802.12.5 Extension

The Director of Development Services may grant up to two (2) one (1) year extensions of the expiration date for major subdivisions.

10.802.13. Major Subdivision (Preliminary Plat)

10.802.13.1 Intent

A major subdivision permits the division of a parcel into two or more lots and/or tracts where public improvements, such as streets, will be required.

10.802.13.2 Applicability

The major subdivision process is used to subdivide legal lots if the subdivision is not eligible for the short-form subdivision process in Section 10.802.14. A subdivision plat is required under Texas Local Government Code Section 212.004.

10.802.13.3 Criteria

Major subdivision requests are evaluated using the following criteria:

(a) The newly created parcels will meet minimum lot size standards. for uses with a significant public benefit, such as a fire station, the Planning and Zoning Commission may waive the minimum lot size and width standards if the proposed use meets minimum setbacks and sewage disposal standards.

(b) The newly created parcels meet minimum access standards.

(c) The subdivision does not “cut away” a non-conforming use from an adjacent lot to increase its lifespan.

(d) The subdivision is compatible with existing and permitted land uses in the surrounding area.

(e) The subdivision preserves and/or enhances the character of Hutto.

(f) A conceptual plan or preliminary plat is approved for the parcel, if applicable.

10.802.13.4 Process

Refer to development application.

10.802.14. Short Form Subdivision (Short Form Final Plat, Minor Subdivision, Amended Plats)

10.802.14.1 Intent

A short form subdivision provides for timely review of proposed land division not discernibly impacting surrounding properties, environmental resources, City character or public facilities; and simple resubdivisions, lot splits, and the platting of existing development and of land proposed for site development where public improvements are not required.

10.802.14.2 Applicability

The short form subdivision process is used for the following land divisions in the City and its extraterritorial jurisdiction:

(a) Division of existing legal uses with separate utilities, except nonconforming uses. This process cannot be used to divide accessory uses from principal uses or create an opportunity for more principal uses.

(b) Division of an unplatted parcel into four lots or less, with no new improvements and in conformance to the Mobility Master Plan and Trails Master Plan, may qualify for the short-form subdivision process. Any further subdivision shall be approved through the major subdivision process.

(c) Divisions of land for schools, public utilities, open space, or other public uses.

10.802.14.3 Criteria

Short form subdivision requests are evaluated using all of the following criteria:

(a) No new public street will be necessary for each lot to access a public street.

(b) No off-site improvements to the City's infrastructure will be necessary (except division of land for schools, public utilities, open space, or other public uses).

(c) No drainage improvements will be necessary.

(d) The newly created parcels will meet minimum lot size standards in the underlying zoning district. For uses resulting in a significant public benefit, the Planning and Zoning Commission may waive the minimum lot size and minimum lot width standards if the proposed use meets minimum setbacks and sewage disposal standards.

(e) The newly-created parcels meet minimum access standards.

(f) Approval will not result in impacts greater than those of existing uses. Impacts from increased traffic to a public use may be offset by the public benefit derived from the use.

(g) The subdivision does not "cut away" a non-conforming use from an adjacent lot to increase its lifespan.

10.802.14.4 Process

Refer to development application.

10.802.14.5 Extension

The Director of Development Services may grant up to two (2) one (1) year extensions of the expiration date for short form subdivisions.

10.802.15. Sign Permit

10.802.15.1 Intent

A sign permit ensures signs conform to this UDC and provides a record of signage built in the City.

10.802.15.2 Applicability

Sign permits are required for signs outlined in Chapter 3 in the City and extraterritorial jurisdiction.

10.802.15.3 Review Criteria

Sign permit applications are evaluated using the following criteria:

(a) Proposed signage conforms to this UDC and other applicable codes, and the underlying approved site plan if applicable.

(b) The parcel does not have any Unified Development Code violations.

(c) The site is a legal building lot.

10.802.15.4 Process

Refer to development application.

10.802.15.5 Conditions

A sign permit will not be issued for businesses or locations where any signs are displayed in violation of this ordinance, except to replace an illegal sign with a legal sign.

10.802.16. Site Plan Review

Site planning and architectural standards are detailed in Chapter 3.

10.802.16.1 Intent

Formal site plan review ensures that proposed structures, modifications and uses conform to this UDC, and are compatible with nearby properties and consistent with the spirit of any applicable plans.

10.802.16.2 Applicability

(a) Site plan review is required for:

(1) New modular housing.

(2) Manufactured home parks.

(3) Multiple household development in the MF district.

(4) New non-residential structures, or major additions to non-residential structures, unless noted.

(5) Freestanding wireless facilities unless noted.

(6) Utility substations.

(7) Development of perimeter walls.

(8) Other uses designated as requiring site plan approval.

(b) Formal site plan review is not required for:

(1) New single household and two household dwellings.

(2) Additions to single household and two household dwellings.

(3) Establishment of an initial site plan for an existing multi-household or non-residential use legally established without a site plan.

(4) Non-habitable structures with no significant external effects on surrounding properties.

(5) Attached wireless facilities unless noted.

(6) Other projects requiring a building permit, but not requiring formal site plan approval.

10.802.16.3 Criteria

Site plan requests are evaluated using all of the following criteria:

(a) Consistency with Unified Development Code and Applicable Plans

All aspects of the proposed development are consistent with this UDC and the spirit of any applicable plans, it would not adversely affect property near the site, and it achieves the benefits of improved design.

(b) Aesthetics

Architectural design, landscaping, and signage conform to this UDC and complement adjacent development.

(c) Compatibility with Surrounding Uses

The proposed development is compatible with the character of adjacent development uses (compatibility includes but is not limited to size, scale, mass, architectural design, landscaping, and external effects).

(d) Impact on Existing Infrastructure and Public Improvements

The proposed development does not adversely affect the City's existing infrastructure and public improvements, or that arrangements are made to mitigate impacts.

(e) Internal Efficiency of Design

The proposed design achieves internal efficiency for its residents and/or visitors, adequacy of recreation, public access, safety and other factors, including but not limited to storm drainage, sewer and water, grades, dust control and matters relating directly to public health and convenience.

(f) Control of External Effects

The proposed development controls external effects on nearby land uses, movement and congestion of traffic, noise generated, arrangement of signs and lighting to prevent nuisances, landscaping, features to prevent littering or accumulation of trash, and other factors affecting public health, welfare, safety and convenience.

(g) Adequacy of Traffic and Circulation Plans

Designs and efficiency of the traffic plan, vehicular and pedestrian circulation, adequacy and convenience of parking, design of streets, and linkage of collector streets to the arterial street system are adequate.

(h) The Site is a Legal Building Lot

10.802.16.4 Process

Refer to development application.

10.802.16.5 Conditions

Development Services staff or the Planning and Zoning Commission may impose conditions on a site plan to ensure conformance to this UDC and resolve existing violations.

10.802.16.6 Amendments

(a) Technical or engineering considerations may call for minor deviations from approved site plans. Development Services staff may approve minor deviations if they conform to this UDC and are consistent with the intent of the original site plan approval. Deviations include minor changes in architectural façade treatments, landscaping, hardscaping, signage and other elements that do not alter the character or intensity of the development and do not affect conformance to this UDC.

(b) Changes to approved site plans not considered minor require a new application and approval through the formal site plan review process.

(c) Changes to existing structures and sites lawfully established without a site plan require the establishment of an initial site plan.

10.802.17. Site Plan: Initial

Site planning and architectural standards are detailed in Chapter 3.

10.802.17.1 Intent

An initial site plan establishes a site plan for a site lawfully developed without a site plan.

10.802.17.2 Applicability

An initial site plan is required when a proposed use is limited to existing structures lawfully constructed without a site plan, or when changes are proposed to structures and sites lawfully developed without a site plan.

10.802.17.3 Criteria

Initial site plan requests are evaluated using the following criteria:

(a) The site shall be consistent with this UDC, and meet the criteria for legal nonconforming uses or structures if applicable.

(b) The site does not have any Unified Development Code violations.

(c) The site is a legal building lot.

10.802.17.4 Process

Refer to development application.

10.802.17.5 Conditions

Development Services staff may impose conditions on an initial site plan to ensure conformance to this UDC and resolve existing violations.

10.802.17.6 Amendments

(a) Development Services staff may approve minor deviations if they conform to this UDC and are consistent with the intent of the original approval. Deviations include minor changes in architectural façade treatments, landscaping, hardscaping, signage and other elements that do not alter the character or intensity of the development and do not affect conformance to this UDC.

(b) Changes to approved initial site plans that are not considered minor deviations require approval through the formal site plan process and a new application.

10.802.18. Specific Use Permit

Permitted use and location standards are detailed in Chapter 2 (Land Use Standards).

10.802.18.1 Intent

Some land uses may be appropriate in a certain zoning district or essential for providing a public service. Still, they require special attention to find out if they will have an adverse effect on the surrounding area. Uses permitted by specific use review are not uses by right but uses that may be approved if the applicant shows the proposed use is appropriate at a certain location.

10.802.18.2 Applicability

Specific use permit approval is required for uses this UDC designates as considered subject to special review in a certain zoning district. Designation of a use as a specific use permit does not guarantee that a request will be approved. Expansion of a previously approved specific use permit also requires specific use permit review and approval.

10.802.18.3 Criteria

Specific use permit requests are evaluated using the following criteria:

(a) The proposed use conforms to this UDC and is consistent with the comprehensive, neighborhood and other applicable land use and development plans.

(b) The proposed use is compatible with existing and permitted uses in the surrounding area and would not adversely affect property near the site.

(c) The site is a legal building lot.

10.802.18.4 Process

Refer to development application.

10.802.18.5 Conditions

(a) The Planning and Zoning Commission and/or City Council may impose conditions on a specific use permit.

(b) Specific use permit approval does not run with the land and expires with the end of the approved use.

10.802.18.6 Amendments

(a) Technical or Engineering considerations during construction may call for minor deviations from approved specific use permits. Development Services staff may approve minor deviations if they conform to this UDC and are consistent with the intent of the original specific use permit approval.

(b) Changes to approved specific use permits that Development Services staff find are not minor deviations, including Planning and Zoning Commission imposed conditions, require approval through the specific use permit process and a new application.

10.802.19. Street Name Change

10.802.19.1 Intent

Some street names may be confusing or inconvenient, or cannot reflect local history or values. The street name change process offers a way to update street names to improve public safety or recognize people or events that played an important role in shaping local history.

10.802.19.2 Applicability

The street name change process is used to change the name of a public or private street.

10.802.19.3 Criteria

(a) Street name change requests are evaluated using all the following criteria:

(1) The existing street name is confusing or inconvenient, or warrants change to acknowledge a person or event that played an important role in the City's history.

(2) The proposed street name does not duplicate or cause confusion with other street names in Williamson County and areas of Travis County within 10 miles of the outer extent of the extraterritorial jurisdiction boundary.

(b) Williamson County 911 Addressing approved the proposed street name.

10.802.19.4 Process

Refer to development application.

10.802.19.5 Conditions

The party initiating the street name request is responsible for the cost of changing street signs.

10.802.20. Unified Development Code Amendment

10.802.20.1 Intent

This UDC is subject to change, to stay in conformance with community, neighborhood and other applicable land use and development plans, good planning practice, and the vision of the City's leaders and citizens.

10.802.20.2 Applicability

(a) A Unified Development Code amendment is required to change, add or delete rules or language in this UDC.

(b) Addition of graphics, illustrations, photos and notes intended to describe and clarify concepts presented by this UDC does not require a formal amendment unless they are referenced in this UDC body.

10.802.20.3 Criteria

Unified Development Code amendments are evaluated using the following criteria:

(a) The text is in need of the amendment.

(b) The amendment is not contrary to the intent and purpose of this UDC.

(c) The amendment is consistent with the comprehensive, neighborhood and other applicable land use and development plans.

(d) The amendment reflects good contemporary planning practice.

(e) The amendment is integrated into the organizational structure of this UDC.

(f) The amendment is not solely intended to benefit an individual property owner.

10.802.20.4 Process

Refer to development application.

10.802.21. Variance

10.802.21.1 Intent

An exceptional condition on a parcel, such as topography, shape or other physical properties, may pose practical difficulty to its development. A property owner may request a variance to certain UDC standards when there are exceptional practical difficulties or an unnecessary non-financial hardship in carrying out the strict application of a dimensional or numerical requirement.

10.802.21.2 Applicability

The Zoning Board of Adjustment may grant variances to numerical or dimensional standards in the land use standards and site design standards of this UDC, subject to review criteria in this subsection. The Zoning Board of Adjustment may also consider appeals of Development Services staff decisions or UDC interpretations. The City Council may grant variances to numerical or dimensional standards in the subdivision standards of this UDC, subject to review criteria in this subsection.

10.802.21.3 Criteria

(a) A variance may be granted if all the following findings are made:

(1) There are unique conditions peculiar to the parcel, such as an unusual shape, that do not exist on adjacent parcels.

(2) Strict application of this UDC deprives the applicant of rights commonly enjoyed by other land in the area or land with a similar zoning designation.

(3) The variance is in harmony with the spirit of this UDC and community, neighborhood and other applicable land use and development plans, and will not adversely affect property near the subject site.

(4) Conditions resulting in the request are not self-created by disregard or ignorance of this UDC.

(5) The variance does not confer special privilege that this UDC does not permit on other lands, structures or buildings in the same zoning district.

(6) The variance is the minimum necessary to grant relief.

(b) The following types of variances will not be considered.

(1) Requests to permit uses normally prohibited or not specifically permitted in a zoning district development plan. A variance is not a substitute for a zone change, special exception approval, or UDC amendment.

(2) Requests to change the application of standards approved as conditions of an approved site plan, subdivision, or development plan.

(c) Reasons that are not grounds for a variance include, but are not limited to, the following:

(1) Personal and/or economic hardship.

(2) Misrepresentation of property conditions or permitted uses by a seller or agent.

(3) Errors made by a surveyor, contractor or builder.

(4) Desire to increase visibility; or compensate for a poorly chosen, less trafficked, less accessible or less visible site.

(5) Accommodation of corporate, franchise, personal or cultural standards, preferences, policies or traditions.

(6) Lowering site development costs.

(7) Increasing the profit, income or competitive advantage of the applicant.

(8) Additional expense needed to comply with this UDC.

(9) Longevity of residence or business operation in the City, or participation in local government, civic organizations, places of worship, or charitable groups.

(10) Increase in property value or profit if a variance is approved or decrease if denied.

(11) Promise of an increase to the City tax base if a variance is granted.

(12) Threats to locate or relocate outside of the City or cancel or scale back a project if a variance is denied.

10.802.21.4 Process

Refer to development application.

10.802.21.5 Conditions

(a) The Zoning Board of Adjustment and/or the Planning and Zoning Commission may impose conditions on a variance.

(b) Approved variances run with the land unless there are special approval conditions.

(c) Variance approval does not set a precedent for future approval of similar variances.

10.802.22. Zoning Map Amendment (Rezoning/Zoning Change/Zoning Change Request)

10.802.22.1 Intent

The zoning designation for a parcel does not always permit the most appropriate use for the site. A property owner may request a zoning map amendment, to change the zoning designation of a parcel.

10.802.22.2 Applicability

A zoning map amendment is required to consider a request to change the zoning of a parcel. A property owner or representative may request a zoning map amendment if it is more than twelve (12) months since they were last involved in a request before the Zoning Board of Adjustment or Planning and Zoning Commission.

10.802.22.3 Criteria

(a) Zoning map amendment requests are evaluated using the following criteria:

(1) The proposed zoning is consistent with Hutto SOAR 2040 and any community, neighborhood and other applicable land use and development plans.

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

(3) Conditions in the neighborhood have changed to the extent the proposed zoning is necessary.

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

(5) The proposed zoning corrects a clerical or administrative error on the zoning map.

(6) The proposed zoning results in a logical and orderly development pattern.

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

(8) The site is a legal building lot.

(b) Rezoning of a small parcel, intended to confer a benefit to the property owner by permitting land uses not available to, and possibly incompatible with and detrimental to surrounding properties, is prohibited.

10.802.22.4 Process

Refer to development application.

10.802.22.5 Conditions

The Planning and Zoning Commission and/or City Council may impose conditions on a zoning map amendment. Conditional zoning or contract zoning, where the permitted land use for a lot is restricted to the use the rezoning was sought, is prohibited.

10.803. Vested Development Rights

10.803.1. Applicability

This section applies in the following areas:

City of Hutto	Hutto Extraterritorial Jurisdiction (ETJ)
Yes	**Yes**

10.803.2. Effective Date and Expiration

(a) Vested development right establishment and expiration dates are as follows.

Table 803-1: Vest Development Rights

Process	Date Granted	Permit Expiration
Building permit	Date of complete application submittal	2 years after issuance, unless work has not commenced within 18 0days, in which case the permit expires 180 after issuance
Certificate of Appropriateness	Date of approval by Historic Preservation Commission	180 days
Final Plat	Date of approval by Director of Development Services	2 years, unless recorded, fiscal surety has been posted, and/or extension has been granted. 1 year extension allowed administratively, then Planning and Zoning Commission approval required.
Preliminary Plat	Date of approval by Director of Development Services	1 year, unless final plat has been filed and/or extension has been granted.
Sign Permit	Date of approval by Development Services Staff	180 days
Site Plan	Date of approval by Development Services Staff, or Planning and Zoning Commission if appealed	1 year
Specific Use Permit	Date of approval by City Council	1 year
Subdivision Improvements Construction Plan	Date of approval by Engineering	1 year, unless fiscal surety has been posted
Variance	Date of approval by Zoning Board of Adjustment or Planning and Zoning Commission	1 year

(b) If the approved development request is amended, the approval date of the original development request is considered the effective date of vesting.

10.803.3. Minor Administrative Amendments

Minor administrative amendments to approved plans for a development request do not create vested development rights.

10.803.4. Conceptual Plans

Conceptual site plans shown on an approved PUD plan or for adjacent properties on a site plan, are considered non-binding and do not create vested development rights.

10.803.5. Nonconforming Elements on Plans

Elements shown on a site plan, approved PUD plan, or concept plan not conforming with the development regulations in effect when the plan was approved are considered non-binding and do not create vested development rights.

10.804. Internal Review Procedures

10.804.1. Applicability

This section applies in the following areas:

City of Hutto	Hutto Extraterritorial Jurisdiction (ETJ)
Yes	**Yes**

10.804.2. Submittal Requirements

Refer to development applications.

10.805. Nonconforming Uses, Structures, and Lots

10.805.1. Applicability

This section applies in the following areas:

City of Hutto	Hutto Extraterritorial Jurisdiction (ETJ)
Yes	**Yes, signs only**

10.805.2. General

10.805.2.1 Intent

Use and ordinary maintenance of nonconforming uses, buildings and structures may continue, subject to the provisions of this chapter. The right to maintain a nonconforming use, building or structure runs with the land and is not ended by a change in ownership. However, nonconforming uses shall eventually be phased out to meet the intent of this UDC and underlying plans.

10.805.2.2 Nonconforming Status

(a) It is the property owner's responsibility to establish the legal nonconforming status of the use, building or structure.

(b) Nonconforming uses are commonly called "grandfathered uses."

(c) A building or use can become nonconforming if:

(1) The zoning regulations change.

(2) The zoning district changes.

(3) The use or building was first established when the property was outside Hutto, and the property was later annexed.

(4) The use or building was first established before Hutto adopted zoning (1983).

(5) A street was widened, reducing the size of a lot or causing a structure to be closer to the right-of-way than setback standards permit.

10.805.3. Nonconforming Uses

10.805.3.1 Expansion

(a) At the time of application, nonconforming nonresidential uses may be expanded no more than twenty percent (20%) larger in gross square footage than the size when initially deemed nonconforming.

(b) Nonconforming nonresidential uses cannot be re-established on the same lot if they are discontinued for twelve (12) consecutive months or eighteen (18) months over a three (3) year period. A nonconforming use cannot be replaced with a different nonconforming use.

10.805.4. Nonconforming Buildings, Structures and Improvements

10.805.4.1 Alterations in Both Form and Use

Use of a nonconforming building may be changed, and a nonconforming building may be enlarged or modified if alterations conform to this UDC and do not expand the building's nonconforming condition.

10.805.4.2 Architecture

Non-residential buildings that are nonconforming because they do not conform to Unified Development Code architectural standards shall be brought into conformance to the standards as determined by the Director of Development Services if the gross floor area is increased by at least 20%, or the extent of proposed modifications to the building is at least twenty percent (20%) of its assessed valuation.

10.805.4.3 Damage

Nonconforming structures damaged or destroyed by fire, the elements, or other causes to the extent of at least fifty percent (50%) of their assessed valuation shall be demolished or reconstructed in full conformance to this UDC.

10.805.4.4 Site Features

Nonconforming site features, including landscaping and parking, shall be brought into conformance to Unified Development Code standards to the maximum extent practicable if, from the date this UDC was adopted, the gross floor area of buildings on the site is expanded by at least ten percent (10%), or the extent of proposed modifications to the site is at least twenty percent (20%) of its assessed valuation.

10.805.4.5 Wireless Facilities

(a) Adding equipment for co-locating more wireless providers on an existing nonconforming antenna tower is not considered a nonconforming use expansion if tower height remains unchanged.

(b) Screening and landscaping shall be brought into conformance with this UDC when equipment is added to a nonconforming antenna tower.

10.805.5. Nonconforming Signs

10.805.5.1 General

(a) Nonconforming signs shall be brought into conformance to this UDC within ninety (90) days of an expansion of use or building enlargement.

(b) Development Services staff may recommend removal of nonconforming signs as an approval condition for a development or land use request.

10.805.5.2 Electronic Message Centers

Electronic message center displays shall be reprogrammed so the displayed message is static with no animation and changes only once every sixty (60) seconds or more within thirty (30) days of this UDC's effective date.

10.805.5.3 Alteration

(a) Nonconforming signs may only be altered, changed in dimensions, moved, raised or replaced if it is brought into conformance with this UDC.

(b) Nonconforming signs cannot be altered to increase their lifespan (for example, replacement of wood poles with steel poles).

10.805.5.4 Abandoned Signs

Nonconforming signs shall be removed after thirty (30) days of disuse.

10.805.6. Nonconforming and Substandard Lots

10.805.6.1 Development

(a) Legally created substandard lots not conforming to minimum size or dimensional standards may be developed for structures and uses permitted in the underlying zoning district. However, the development on such lots shall comply with the applicable development standards of this UDC. If the substandard lot restricts conformity with these standards, the property owner shall seek appropriate relief.

(b) Lots not conforming to minimum size or dimensional standards created illegally or without formal City review and approval are not considered legal building lots, and cannot be developed.

10.806. Enforcement

10.806.1. Applicability

This section applies in the following areas:

City of Hutto	Hutto Extraterritorial Jurisdiction (ETJ)
Yes	Yes

10.806.2. Enforcement Methods

This UDC is enforced through:

(a) The building permit and certificate of occupancy process.

(b) Imposition of fines, liens, and other actions as outlined in Chapter 1 of the Code of Ordinances.

(c) Compliance with current adopted ICC and IFC codes.

(d) Inspection and removal of violations at the violator's expense.

(e) Criminal liability.

(f) Injunction.

10.806.3. Inspection

(a) Development Services staff may inspect any property or structure and order the remedy of any Unified Development Code or Building Code violation.

(b) Work cannot proceed on any structure or parcel with a Unified Development Code or Building Code violation, except to correct the violation.

10.806.4. Criminal Liability

(a) Any person (including developers, owners, occupants, or trespassers) convicted of any provision of this UDC is guilty of a class C misdemeanor and shall be fined under the general penalty in Section 1.01.009 of the City of Hutto Code of Ordinances and shall pay all costs and expenses involved in the case.

(b) Each day of a violation is considered a separate offense.

(c) The City may take other lawful action to prevent or remedy Unified Development Code or Building Code violations.

10.806.5. Injunction or Other Action

(a) The City Attorney, acting for the City Council, may file an injunction or other action to restrain a violation of this UDC.

(b) This UDC will not be construed to hold the City responsible for damage to persons or property by inspection, re-inspection, issue of a building permit, pursuing injunctive relief, or failure to pursue any of these actions.

10.806.6. Enforcement of Standards and Conditions of Development Approval

(a) These actions may also subject the responsible party to enforcement action.

(b) Failure to conform to the site plan, landscape plan, building elevations or other approved development documents receiving final approval from the City.

(c) Failure to conform to conditions on the site-specific development plan for the development.

10.807. Reviewing and Administration Parties

10.807.1. Applicability

This section applies in the following areas:

City of Hutto	Hutto Extraterritorial Jurisdiction (ETJ)
Yes	Yes

10.807.2. Development Services Staff

(a) Duties of Development Services staff include, but are not limited to, the following:

(1) Provide ethical stewardship of Hutto's built environment and unique character.

(2) Administer, interpret and enforce this UDC, and other plans, policies and rules affecting the City's built and natural environment.

(3) Serve as a case manager for development requests.

(4) Prepare and update the City's community, neighborhood and other applicable land use and development plans, Unified Development Code, and other planning policy and regulatory documents.

(5) Provide technical help with planning and land use issues to City staff and officials.

(6) Work with other local government agencies to promote good planning practices and cooperation in regional planning efforts for the benefit of Hutto and its neighboring communities.

(7) Promote the benefits of sound land use planning to City residents.

(b) Other City officers and employees may help Development Services staff implement community, neighborhood and other applicable land use and development plans, and enforce this UDC.

(c) "Development Services staff" refers to the Development Services Director and/or their designee(s).

10.807.3. Planning and Zoning Commission

Refer to the City Charter.

10.807.4. Zoning Board of Adjustment

10.807.4.1 Intent

The Zoning Board of Adjustment will:

(a) Consider numerical variance requests for: use, site design, subdivision, and special exceptions, subject to variance approval criteria, recommendation of Development Services staff, and state law.

(b) Consider administrative appeals that allege error in an order, requirement, decision, or determination made by an administrative official in the enforcement of this UDC.

(c) Consider special exceptions to the terms of this UDC.

(d) Consider, in specific cases, a variance from the terms of this UDC if the variance is not contrary to the public interest and, due to special conditions, a literal enforcement of this UDC would result in unnecessary hardship, and so that the spirit of this UDC is observed and substantial justice is done.

(e) Consider appeals to Development Services staff's interpretation of this UDC.

(f) Consider other matters, as authorized by this UDC.

10.807.4.2 Organization

(a) City Council appoints the five Zoning Board of Adjustment members, each for a two-year term.

(b) Board members shall elect members to serve a one-year term as chair and vice chair.

(c) The City will designate a member of the Development Services staff to act as board secretary.

(d) Board members shall be Hutto residents, but not City employees.

10.807.4.3 Meetings and Records

(a) The Zoning Board of Adjustment shall hold regular meetings at a predefined time, or at the Chair's call for consideration of business. The Board decides the meeting time, place and order of business.

(b) The chairman or vice chairman may administer oaths and compel the attendance of witnesses.

(c) Three members make a quorum

(d) Meetings shall be posted in accordance with the Open Meetings Act and open to the public.

(e) Written records of meetings shall be kept and made available to the public, showing the action on each case.

10.807.4.4 Initiation of Requests

Development Services staff, the City Manager, the City Council and the Planning and Zoning Commission may make a request that requires consideration by the Zoning Board of Adjustment.

10.807.4.5 Appeals

The Zoning Board of Adjustment is a quasi-judicial body. The applicant or City may appeal decisions to the District Court.

10.807.5. Historic Preservation Commission

10.807.5.1 Intent

The Historic Preservation Commission will:

(a) Adopt rules and procedures for its governance.

(b) Establish committees as needed.

(c) Consider and recommend the designation of a historic district or historic landmark.

(d) Consider and render decisions on certificates of appropriateness and demolition requests in designated historic districts.

(e) Conduct and administer historic resource surveys.

(f) Develop public outreach/education/awareness programs.

(g) Recommend acquisition of endangered historic resources to the City Council when necessary.

(h) Recommend acceptance of donations of preservation easements.

(i) Submit an annual report to the City Council and the mayor on the status of preservation in the community and on the work of the Historic Preservation Commission.

(j) Recommend tax or other financial incentives to encourage the preservation of historic resources.

(k) Prepare and promote design guidelines for historic landmark districts.

10.807.5.2 Organization

(a) City Council appoints the five Historic Preservation Commission members, each for a term of two years, except that initial appointments are as follows: three Historic Preservation Commission members for a two-year term, and two Historic Preservation Commission members for a one-year term. Afterward, Historic Preservation Commission members have a two-year term. Historic Preservation Commission member terms shall be staggered, with three members appointed one year and two members appointed the next year.

(b) Board members shall elect members to serve a one-year term as chair and vice chair.

(c) The City will designate a member of the Development Services staff to act as the liaison of the Historic Preservation Commission. The liaison may participate in discussions in an advisory capacity but has no right to vote. The liaison will also

serve as the local preservation officer and fulfill all duties as may be required under any certified local government agreement with the state historical commission.

(d) The Mayor fills vacancies with a City Council majority vote to confirm.

(e) Historic Preservation Commission members shall be Hutto residents, but not City employees. Historic Preservation Commission members shall, to the extent reasonably possible, have a demonstrated outstanding interest in the historic traditions of the City and have experience in the preservation of the historic character of the City. City Council will try, to the extent reasonably possible, to appoint members from the following categories:

(1) Architect, planner, or design professional; historian.

(2) Licensed real estate broker/appraiser; attorney at law.

(3) Archaeologist or member of a related scholarly discipline.

(4) Member of the Chamber of Commerce (either the Chamber president or a member designated by the Chamber president).

(f) Texas Secretary of the Interior Standards for Rehabilitating Historic Buildings, approved by the state historical commission, serves as a guideline for decisions made by the Historic Preservation Commission.

10.807.5.3 Meetings and Records

(a) The Historic Preservation Commission shall hold regular meetings at a predefined time, or at the chair's call for consideration of business. The Commission decides meeting time, place and order of business.

(b) Three members make a quorum.

(c) Meetings shall be posted and open to the public in accordance with the Open Meetings Act.

(d) Written records of meetings shall be kept and made available to the public, showing the action on each case.

10.807.5.4 Initiation of Requests

Development Services staff, the City Manager, the City Council and the Planning and Zoning Commission may make a request requiring consideration by the Historic Preservation Commission. If the Historic Preservation Commission is requested to consider a Minor Modification, the City Council will make the final determination.

10.807.5.5 Appeals

The Historic Preservation Commission is an administrative body. The applicant or City may appeal decisions to the City Council.

10.808. Interpretation

10.808.1. Applicability

This section applies in the following areas:

City of Hutto	Hutto Extraterritorial Jurisdiction (ETJ)
Yes	Yes

10.808.2. Interpretation Requests

(a) A formal request for an interpretation of this UDC shall be submitted in writing to Development Services staff. Development Services staff will evaluate the request, considering:

(1) The public purpose of the standard for which an interpretation is required.

(2) The impact of proposed interpretation, permitting flexibility in design but prohibiting interpretations lowering the protection given to the public.

(3) The interpretation will ensure a just balance between the rights of the landowner and all others affected by that person's land use proposal.

(4) The interpretation would not result in any identifiable loss of protection for one group to the benefit of another.

(b) Development Services staff may consult with other agencies before making an interpretation.

(c) Development Services staff will maintain a record of all interpretations. Interpretations not in writing are not valid.

(d) Interpretations do not set precedents and are limited in their application to the property, if any, identified in the interpretation. An interpretation may be appealed to the Zoning Board of Adjustment, using the variance process described in Section 10.802.21.

10.808.3. Conflicts With Other Regulations

If a requirement or process in this UDC conflicts with another applicable local, county, state or federal law, the more restrictive standard applies.

10.808.4. Particular Controls General

If a general provision conflicts with a particular provision in the same or another law, the two will be construed, if possible, so that effect may be given to both. If the conflict between the two provisions is irreconcilable, the particular provisions will prevail and be considered an exception to the general provision.

10.808.5. Metric Units

10.808.5.1 Intent

This UDC may use both English and metric (SI) unit measurements for the convenience of those using this UDC who are more familiar with metric units.

10.808.5.2 Metric vs. English Measurements

This UDC may use English measurements followed by a metric equivalent. If there is a conflict between the figures, the English measurement will control.

10.808.5.3 Rounding and Precision

(a) Where a rule sets a minimum dimensional requirement, the metric equivalents of the English measure are rounded up.

(b) Where a rule sets a maximum dimensional requirement, the metric equivalents of the English measure are rounded down.

(c) Metric equivalent measures are rounded up or down ("hard conversion") to avoid awkward precision not present in English units. Examples: minimum setback of 10 feet = 3.1meters (308.4 cm rounded up), maximum setback of 15 feet = 4.6 meters (462.6 cm rounded down).

10.808.6. Illustrations and Text

(a) Photos are not considered official, adopted parts of this UDC.

(b) Photos and drawings used in the printed version of this UDC are examples intended to explain certain design concepts. Some features shown in photos and drawings may not conform to other sections of this UDC. If there is a conflict of meaning or implication between the text of this UDC and any heading, drawing, table, figure, or illustration, the text will control.

(c) Images depicting a business are not considered an official endorsement.

10.808.7. Meaning of Certain Words

(a) Words used in the present tense include the future unless the context shows otherwise.

(b) Words used in the singular number include the plural, and vice versa.

10.808.8. Mandatory and Discretionary Terms

(a) The words "will" and "shall" are the equivalent of "shall," and imply mandatory rules and actions.

(b) The word "may" in conjunction with a value or attribute implies permission to a limit; for example, "A freestanding sign may be up to five feet tall" means the same as "A freestanding sign shall be five feet tall or less." Otherwise, the word "may" is permissive.

10.808.9. Technical and Lay Terms

(a) Words and phrases will be interpreted according to the common usage of the term.

(b) Technical words and phrases that may have a peculiar and appropriate meaning in law, planning, and allied fields will be understood according to that meaning.

10.808.10. Lists and Examples

Lists of items or examples using terms such as ''including,'' ''such as,'' or similar language are intended to provide examples, not exhaustive lists of all possibilities unless stated.

10.809. Fees

10.809.1. Applicability

This section applies in the following areas:

City of Hutto	Hutto Extraterritorial Jurisdiction (ETJ)
Yes	**Yes**

Development review fees are determined by separate ordinances. Fees are not refundable if a request is tabled or denied.

Chapter 9. Definitions

10.901. Applicability

This section applies in the following areas:

City of Hutto	Hutto Extraterritorial Jurisdiction (ETJ)
Yes	**No**

10.902. General Provisions

(a) Usage and Interpretation Rules

For the purpose of this UDC certain terms or words herein shall be interpreted or defined as follows:

(1) Words used in the present tense include the future tense;

(2) The singular includes the plural;

(3) The word "person" includes a corporation as well as an individual;

(4) The term "shall" is always mandatory; and

(5) The term "may" is discretionary.

(b) Words and Terms not Expressly Defined

Words and terms not expressly defined herein are to be construed according to the normally accepted meaning of such words or terms or, where no definition appears, then according to their customary usage in the practice of municipal planning and engineering, as determined by the Director of Development Services.

10.903. General Definitions

Abandonment

The intentional cease of use by the owner or lessee without resuming operation of any utility after ninety (90) days.

Abutting

Adjoined borders that are only separated by common property lines or other public utility.

Access

A method of approaching or entering a property.

Adjacent

Properties that are near each other but not necessarily sharing a direct dividing line. These properties are separated by streets, alleys, or other public use.

Alley

Minor right-of-way, dedicated to public use, giving secondary access to the back or side of abutting properties, and not intended for general traffic circulation.

Anchor Store

Major store in a shopping center, such as a department store, supermarket, or other retail store, prominently located to attract customers who are then expected to patronize other shops in the center.

Antenna Tower

Any freestanding structure primarily designed to support antennas and transmitting and receiving equipment. Examples include but are not limited to monopole, guyed, and lattice towers.

Antenna

Any structure designed for transmitting or receiving radio signals used in telecommunications. Examples include but are not limited to television, radio, data, and communication.

Arcade

A frontage type that is a street facing façade that is contiguous to a street or plaza and is open and unobstructed supporting habitable space. The façade at the sidewalk level remains at the property line.

Arch

A curved structure built where parts support each other by mutual pressure and can sustain (or visually appear to sustain) a load, of the foot, the part from head to toes of the body structure, normally having an upward curve.

Arterial Street

A street designed to provide connections between municipalities or major highways.

Art

An object created primarily for aesthetic purposes and valued for its beauty or expressiveness; specifically, painting, sculpture, drawing, watercolor, graphics, or architecture.

Attic

The interior part of a building contained within a pitched roof structure.

Awning

A roof-like cover that projects from the wall, usually of canvas, mounted outside of a door or window.

Balcony

Platform projecting from the wall of an upper-story wall of the building enclosed by a railing or balustrade, with an entrance from the building and supported by brackets, columns or cantilevered out.

Base Flood

Flood having a one percent (1%) chance of being equaled or exceeded in any given year.

Berm

Earthen mound designed to provide visual interest, screen undesirable views, decrease noise, and control or manage surface drainage.

Block

An area of land entirely bounded and surrounded by streets.

Block Face

The aggregate of all the building Facades on one side of a Block.

Block Length

Distance measured along rear property lines between intersecting streets.

Block Perimeter

A measurement of the linear distance of land around the outside edge of a block, which is a total of the Block Faces for each block. For measurement, the point of origin and end point are the same location

Bond

Form of security including a cash deposit, surety bond, collateral, property or instrument of credit in an amount and form satisfactory to City Council.

Buffer

Open spaces, landscaped areas, fences, walls, berms, or any combination used to physically separate or screen one use or property from another to visually shield or block noise, lights, or other nuisances.

Building

Structure enclosed in exterior walls, built, erected and framed of a combination of materials, whether portable or fixed, having a roof, to form a structure for shelter of persons, animals, or property.

Building Coverage

Area of a lot covered by buildings (principal and accessory) or roofed areas, as measured along the outside wall at ground level, and including all projections, other than open porches, fire escapes, canopy areas and the first two (2) feet of a roof overhang.

Building Envelope

Area on a lot where a building may be built, enclosed by the minimum required front yard, side yard and rear yard.

Building Front

Exterior wall of a building facing an adjacent street right-of-way.

Building Form

Shape and structure of a building as distinguished from its substance or material.

Building Lot

Platted and deeded parcel of land legally approved for development.

Building Mass

Three-dimensional bulk of a building height, width, and depth.

Built Environment

Natural elements of the environment that are changed, built, or made by people.

By-Right

Characterizing an application or use permitted outright and processed administratively, without public hearing.

Canopy Tree

Tree in a grouping or (urban) forest forming a canopy.

Ceiling

Inside lining of a room or canopy overhead.

Central Business District

Blocks 3, 4, 5, and 6 of the Railroad Addition of the City of Hutto Official Revised Map, as approved and adopted April 6, 1954.

Certificate of Appropriateness

Document approving work on local landmarks or properties in historic districts based on consistency with applicable design guidelines or standards.

Character

Attributes, qualities and features making up and distinguishing a place or development project and give it a sense of purpose, function, definition and uniqueness.

Circulation

Systems, structures, and physical improvements for movement of people and goods by streets, highways, sidewalks, and other paved improvements.

City

City of Hutto, Texas.

City Council

City Council of the City of Hutto, Texas.

Civic

The term defining not-for-profit organizations dedicated to arts, culture, education, recreation, government, transit, and municipal parking.

Civic Building

A building operated by not-for-profit organizations dedicated to arts, culture, education, recreation, government, transit, and municipal parking, or for use approved by the City Council.

Co-Development

Two or more wireless service providers working together to develop a single wireless facility.

Co-Location

Locating wireless communications equipment for two or more wireless providers on one structure.

Collector Street

A local street that provides the most direct route to an arterial street.

Commercial

Any activity with the intention of financial profit involving goods or services

Commercial Center or Shopping Center

Development having common ownership, management, maintenance, parking, landscaping, signage, loading areas, access aisles and/or other related improvements, with three or more separate businesses, retail establishments and/or tenant spaces.

Colonnade

Series of columns at regular intervals.

Column

Upright support in a building, usually with a decorated base and capital.

Commercial Development

Land development activity, except that intended only for residential, civic, industrial and/or light industrial use.

Compatibility

Characteristics of different uses or activities or design allowing them to be placed near or next to each other in harmony. Some elements affecting compatibility include height, scale, mass and bulk of structures. Other characteristics include

pedestrian or vehicular traffic, circulation, access and parking impacts. Landscaping, lighting, noise, odor and architecture are other important characteristics affecting compatibility. Compatibility does not mean “the same as,” but rather refers to the sensitivity of development proposals in maintaining the character of existing development.

Comprehensive Plan

The City’s Comprehensive Plan, adopted in accordance with Chapter 213 of the Texas Local Government Code (TLGC), includes all associated studies, recommendations, and maps—most notably the Future Land Use Map— known as Hutto SOAR 2040.

Concept Plan

Generalized plan showing boundaries of a parcel under common ownership, and identifying proposed land use, general lot or parcel layout, community use or public areas, land use intensity, and street alignments.

Condominium

Form of real property ownership combining separate ownership of individual apartments or units with common ownership of other elements such as land or accessory buildings.

Connecting Walkway

Sidewalk or walkway directly connecting a main entrance of a building to a street sidewalk without requiring pedestrians to walk across parking lots, driveways, around buildings, and or around parking lot outlines not aligned to a logical route.

Concrete Masonry Unit (CMU)

Manufactured masonry type known to the industry as CMU, architectural concrete masonry, split face block, split scored block, fluted block, ribbed masonry units and ground face masonry units. These units are manufactured under controlled conditions in a variety of colors and combinations.

Construction Plan

Maps, drawings, plans and specifications showing the proposed location and design of installed subdivision improvements.

Contributing Structure or Site

Structure or site adding to the historical integrity or architectural qualities making a historic district significant. A contributing structure or site helps make a historic district “historic”.

Contiguous

Adjacent property whose property lines is shared or separated by only a street, alley, easement or right-of-way.

Corbel

Bracket supporting a superincumbent object, or receiving the spring of an arch. A common form of corbel consists of courses of stones or bricks, each projecting slightly beyond the next below it.

Cornice

Decorative overhang or molding located at the junction where a roof overhangs exterior walls.

County

Williamson County, Texas or where applicable, Travis County, Texas.

Coverage

Lot area covered by principal and accessory buildings, including the area covered by hanging roofs.

Cul-De-Sac

Street with only one point of access, usually with a circular area or “bulb” at the end to allow vehicles to turn around.

Curb

The edge of the vehicular pavement that may be raised or flush to a Swale. It usually incorporates the drainage system.

Dedication

Transfer of property interests from private to public ownership for a public purpose.

Density

The number of dwelling units within a standard measure of land area.

Demolition By Neglect

Neglect in maintaining, repairing, or securing a building or structure which results in deterioration of an exterior feature, or loss of structural integrity.

Design Guidelines

Guidelines recommended by the Historic Preservation Commission applying to property in an historic landmark district, meant to protect and enhance the historical, cultural, architectural, or archeological character of the district.

Design, Street

Street location, street alignment, street width and grades, easement alignment, easement grades and widths, drainage and sanitary sewer alignment and right-of-way, and designation of minimum lot area, width and length.

Developer

Legal owner of the land to be improved and/or subdivided, or authorized representative of the owner.

Development

Division of a parcel into two or more parcels; construction, reconstruction, conversion, structural alternation, relocation, or enlargement of buildings or structures; use or change in use of buildings or land; and/or extension of use of land or clearing, grading, excavation or other movement of land, for which permission may be required under this code. Includes reconstruction, alteration of the size, or material change in the external appearance of a structure; changes in intensity of land use; alteration of shores or banks of ponds, lakes, creeks or streams; and excavation for construction, moving, alteration, or repair, except ordinary repairs, of any building or other structure, including an accessory structure, greater than 100 sq. ft. in area.

District

Traditional zoning district, special purpose district, or overlay district

Downtown

Area inside the boundaries of the 1911 original incorporated City of Hutto.

Dripline

Outermost limit of branches on a tree, extended straight down to the ground.

Drive

A Thoroughfare that creates a transition between a neighborhood and a natural area, usually along a waterfront, park, or promontory. One side has the neighborhood character of a Thoroughfare, with Sidewalk and building, while the other has the qualities of a Road or parkway, with naturalistic planting and rural details.

Drive Aisle

Lane in a parking lot devoted to the passage of vehicles, as opposed to the parking stalls. This term excludes lanes used only or primarily for queuing and stacking.

Driveway

Private street providing vehicular access to a parking space, garage, dwelling, or other structure.

Dumpster

Large container designed to receive and transport waste. The term encompasses front loader and rear loader containers, and roll-off debris containers. The term is a genericized trademark of the Dumpster brand.

Dwelling Unit

Residential unit designed to accommodate one household.

Easement

Grant by the property owner of a strip of land for stated purposes.

Eave

Roof edge that extends out past the exterior wall line.

Elevation

External faces of a building; also a mechanically accurate, “head-on” drawing of any face (or elevation) of a building or object, without allowance for the effect of the laws of perspective.

Encroach

To break the plane of a vertical or horizontal regulatory limit with a structural element, so that it extends into a Setback, into the Public Frontage, or above a height limit.

Encroachment

Any structural element that breaks the plane of a vertical or horizontal regulatory limit, extending into a Setback, into the Public Frontage, or above a height limit.

Environment

Aggregate of social and physical conditions that influence the life of the individual and/or community.

Erected

Includes the terms “constructed,” “moved,” “located,” or “relocated.”

Extraterritorial jurisdiction (ETJ)

Limits of the city's extra-territorial jurisdiction now or in the future as granted under Chapter 43, Local Government Code, as amended.

Facade

Sides of a building that face a street, drive or other open space.

Fascia

Vertical surface that spans across the top of columns or across the top of a wall.

Fence

Barrier built to enclose or screen a certain area.

Fenestration

Arrangement and design of windows and doors in a building.

Final Plat

Map of a land subdivision prepared in a form suitable for filing of record with necessary affidavits, dedications and acceptances, and with complete bearings and dimensions of all lines defining lots and blocks, streets, alleys, public areas and other dimensions of land.

Flex Space Building

Building designed to be versatile, which may be used in combination with office, research and development, quasi-retail sales, and including but not limited to industrial, warehouse, and distribution uses.

Flood Protection System

Physical structural works intended to modify flooding to reduce the extent of areas in a community subject to a “special flood hazard” and the extent of the depths of associated flooding. Such a system usually includes hurricane tidal barriers, dams, reservoirs, levees or dikes. Specialized flood-modifying works are those constructed in conformance to sound engineering standards.

Floodplain Management

Program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

Floor Area Ratio

The amount of gross floor area of principal buildings on a lot or block divided by the total area of the lot or block where the buildings are placed.

Footprint

Ground area covered by a structure, including the foundation and areas enclosed by exterior walls and footings.

Forecourt

A Private Frontage wherein a portion of the Facade is close to the property line and the central portion of the building is set back.

Frontage

Width of a lot or parcel abutting a public right-of-way measured at the property line.

Frontage Line

A lot or property line bordering a Public Frontage (right-of-way). Facades facing Frontage Lines define the public realm and are therefore more regulated than the Elevations facing other Lot Lines.

Gable

Portion at the end of a building between the eaves and the peak of the roof. Roof type determines the gable shape. A typical gable roof forms a triangular shape.

Gallery

A Private Frontage conventional for Retail use wherein the Facade is aligned close to the Frontage Line with an attached cantilevered shed or lightweight colonnade overlapping the Sidewalk.

Garage

Accessory building or part of a main building primarily used for motor vehicle storage. A garage differs from a carport by being enclosed on more than three sides, so a stored or parked vehicle is located entirely inside the building.

Gated Community

Residential neighborhood, subdivision, street or area with controlled entrances for pedestrians, bicycles, and automobiles, usually characterized by a closed perimeter of gates, walls and fences.

Grade (As related to adjacent ground elevation only)

Lowest point of elevation of the existing surface of the ground, in the area between the building and a line 5 ft. from the building.

Grade (As related to slope only)

Slope of a street, other public way or utility line given in percentage; the topographic relief of a parcel of land.

Grading

Disturbing, moving, removing, transferring, or redistributing soil or earthen surfaces.

Green

A Civic Space type for unstructured recreation, spatially defined by landscaping rather than building Frontages.

Greenlink

Small park that provides a pedestrian connection through the middle or end of a block.

Greenway

An Open Space Corridor in largely natural conditions which may include trails for bicycles and pedestrians.

Green Roof

Roof that is partially or completely covered with vegetation and soil, or a growing medium, planted over a waterproofing membrane.

Gross Floor Area (GFA)

Total floor area designed for tenant occupancy and exclusive use, including mezzanines and upper floors (if any), measured from centerlines of joint partitions and exteriors of outside walls.

Groundcover

Plants such as grasses and/or other low-growing plants grown for ornamental value and ability to protect soils from eroding. This term excludes weeds or invasive plant species.

Hedge

A row of closely planted shrubs, bushes, or any kind of plant forming a boundary.

Height, Building

Vertical distance from the average grade level adjoining the building to either the top of a flat roof, the deck lines for a mansard roof, or the average height between eaves and ridge for gable, hip and gambrel roofs.

Height, Antenna Tower

Distance from the finished grade at the antenna tower base to its highest point. Overall antenna tower height includes the base pad, mounting structures and panel antennas, but excludes lightning rods and whip antennas.

Highway

A rural and suburban Thoroughfare of high vehicular speed and capacity.

Historic Landmark

Place with outstanding historical and cultural significance in the state, region, or community. The designation recognizes the historic place, or the buildings, structures, accessory buildings, fences or other appurtenances are of basic and vital importance for cultural preservation and tourism development.

Historic Preservation Officer

City staff member appointed by City Council to serve as staff liaison to the Historic Preservation Commission (HPC).

Historic Significance

Importance given a property or district evaluated to meet designation criteria. Property with a principal structure classified as “noncontributing” is not considered to have historical significance.

Historic Structure

Structure that is:

- Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of the Interior) or found by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- Certified or preliminarily found by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district found by the Secretary to qualify as a registered historic district;
- Individually listed on a state inventory of historic places in states with historic preservation programs approved by the Secretary of the Interior; or
- Individually listed on a local inventory or historic places in communities with historic preservation programs that are certified either by an approved state program as decided by the Secretary of the Interior; or the Directly by the Secretary of the Interior in states without approved programs.

Host Structure

Dominant building on a site, in context to an accessory use or structure, or site amenity.

Impervious Cover

Surface or area that does not allow the passage of water through the surface and into the ground.

Improvement

Man-made, immovable item that becomes part of, is placed on or is added to real estate.

Improvement (Context of Subdivision)

Street, alley, barricade, sidewalk, bikeway, pedestrian way, water line system, wastewater system, storm drainage network, public park land, landscaping, or other facility for which the local government may ultimately assume responsibility for maintenance and operation, or which may affect an improvement for which local government responsibility is established.

Infrastructure

Man-made structures that serve the common needs of the population, such as potable water systems; wastewater disposal systems; solid waste disposal sites or retention areas; storm drainage systems; electric, gas or other utilities; bridges; streets; bicycle paths or trails; pedestrian sidewalks, paths or trails; and transit stops.

Irrigation System

Permanent, automatic, underground water system designed to transport and distribute water to landscape plants.

Junk

Scrap, waste, worn-out discarded material, goods or debris collected or stored for destruction, disposal, or some other use. This includes but is not limited to scrap metal, inoperable vehicles and parts, construction material, household wastes, garbage, discarded appliances and furniture, and yard debris.

Landmark

Structure of unusual historical and usually aesthetic interest.

Landscape

Area of land with its component landforms, geology, aquatic features, atmosphere and associated biodiversity, affected by continuing natural processes and often modified by human activities.

Landscaping

Combination of living plants such as trees, shrubs, plants, vegetative ground cover or turf grasses, and structural features such as walkways, fences, benches, works of art, reflective pools, fountains or the like. Landscaping also includes irrigation systems,

mulches, topsoil use, soil preparation, re-vegetation or the preservation, protection and replacement of existing trees.

Landscape Area

Areas on the site that are not covered by buildings, structures, paving or impervious surface. Landscape areas consist of only landscaping.

Legal Lot

Lot recorded in the official county records pursuant to and in conformance to the subdivision regulations in effect when it was created.

Letter of Credit

Letter from a bank or other reputable creditor acceptable to the city that guarantees that if a subdivider or developer fails to fulfill any improvement requirements, at the city's request funds will be provided to the city to complete the specified improvements.

Living Screen Material

Composed of plantings, typically hedges, capable of establishing an opaque effect to screen the desired use/object from view.

Loading Space

Off-street space for parking of a vehicle while loading or unloading merchandise or materials.

Local Street

Minor street designed only to provide access.

Loggia

Gallery open or with a colonnade along one side.

Lot

Designated parcel having fixed boundaries, legally established by plat or subdivision, abutting a dedicated right-of-way, private street or private drive.

Lot Line

Recorded boundary line defining a lot or parcel.

Masonry

Construction composed of small units of bricks or blocks made from stone, clay, concrete, tile and similar materials, and stone and cement-based products that match the appearance of natural stone. Masonry units are usually joined by cement mortar mixture. In the context of this code, masonry does not include EIFS and tilt-up/precast concrete panels, but does include cement stucco and fiber-cement siding (hardy board).

Master Sign Plan

Means a unified sign plan that a developer or property owner creates for a specific area or development that establishes unique sign standards for all sign types and

elements including design and area specifications in lieu of the standards in Chapter 3 of this UDC.

Mechanical Commercial Use

Any of these uses:

- Class 1and 2 large item sales, as defined in Chapter 2.
- Businesses whose primary function is the sale, rental, servicing, repair, cleaning, fueling and modification of motorized vehicles and/or items powered by liquid and gas fuel powered engines, and related parts and accessories.
- Businesses whose primary function is the sale, rental, servicing, repair, cleaning, and modification of products and raw materials primarily intended for use by the construction industry, landscape contractors and skilled mechanical trades.
- Wholesale businesses not catering to the public.
- Retail businesses where 20% or more of the business trading or floor area is outdoors or not in a fully enclosed building.

Mixed Use

A building that contains residential in addition to non-residential uses permitted by right.

Mobile Food Vendor

A vendor who operates or sells food for human consumption from a cart, trailer or kitchen mounted chassis, with an engine for propulsion, or that remains connected to a vehicle with an engine for propulsion or while disconnected from an engine for propulsion.

Natural Features

Trees, springs, water bodies, view corridors, open spaces, and other regions of key environmental importance.

Natural State

Substantially the same conditions of the land that existed before development, including but not limited to the same type, quality, quantity and distribution of soils, ground cover, vegetation and topographic features.

Neighborhood

Area of the city characterized by residential land uses bounded by physical (such as river, major street, back of access) and/or political features (such as voting districts, subdivision boundaries).

Nonconforming Use

Use, building or structure established legally but now not conforming to this code.

Nuisance

A use or operation that produces noise, vibration, glare, emissions, or other harmful effect upon neighboring properties in excess of the limits allowed.

Off-Site Improvement

Required improvement outside of the property being developed.

On-Street Parking

Designated permanent parking areas in the public right-of-way.

Open Space

Land intended to remain undeveloped; it may be for Civic Space.

Ordinary Maintenance and Repair

Work intended to correct deterioration, decay, or damage, including repair or damage caused by fire or other disaster and does not result in a change in the existing appearance and materials of a property, nor significantly extends its lifespan. Examples of this work include, but are not limited to

- Caulking or reglazing windows.
- Minor repairs to windows, doors, siding, gutters, trim, and similar features.
- Replacement of existing mechanical equipment.
- Repairing or repaving of flat concrete work in side and rear yards.
- Repairing or repaving of existing front yard paving, concrete work and walkways, if the material is the same or similar in appearance.
- Roofing, foundation and/or chimney work, if no change in appearance occurs.

Orient

To bring in relation to, or adjust to, the surroundings, situation or environment; to place with the most important parts facing in certain directions; to set or arrange in a determinate position.

Owner

Person having the right of legal title or beneficial interest in or a contractual right to buy a parcel of land. For providing notices required by this code, the owner is the person who last paid taxes on any parcel as identified by county property tax records.

Parapet

Low wall or railing built along the edge or roof or a floor.

Parcel

Legally described area of land consisting of one or more lots, depending on the context where the term is used.

Park

A Civic Space type that is a natural preserve available for unstructured recreation.

Parking Lot

Off-street parking area or vehicular use area.

Paved Area

Area surfaced with asphalt, concrete or similar all-weather surface, not including gravel.

Pedestrian Shed

An area that is approximately ¼ mile in radius which translates into a comfortable 5-minute walk for most pedestrians. It is generally used as a neighborhood unit size to provide access to most daily needs and may be centered on a Common Destination.

Pedestrian Way

Right-of-way dedicated to public use that cuts across a block to allow pedestrian access to adjacent streets and properties.

Permanent Foundation

Exterior wall and necessary support columns or piers designed to support a building for the usable life of that structure. The exterior wall of a permanent foundation shall conform to foundation standards of the building code.

Person

Includes the words individual, partnership, firm, corporation, association, governmental body and other legal entities, or their agent.

Pilaster

Square column, partly built into, but partly projecting from a wall.

Planned Unit Development (PUD)

Residential, manufactured housing, or commercial subdivision, guided by a total design plan where certain zoning or subdivision regulations, other than use regulations, may be waived or varied to allow flexibility and creativity in site and building design and location, in conformance to general guidelines.

Planning and Zoning Commission

Planning and Zoning Commission of the City of Hutto, Texas.

Planter

The element of the Public Frontage which accommodates street trees, whether continuous or individual.

Plaza

A Civic Space type designed for Civic purposes and Commercial activities, generally paved and spatially defined by building Frontages.

Porous Pavement

Durable surface allowing easy passage of water through interstices or pores. Porous pavement includes segmental unit pavers, Turfstone™, Turfblock™, and similar concrete products.

Portico

Colonnade or covered ambulatory at the entrance to a building.

Preliminary Plat

Map of a proposed land subdivision showing the character and proposed layout of the property in sufficient detail to show the subdivision's suitability.

Primary Building

Building or structure on a lot used to accommodate the primary permitted use, the use possibly occurring in more than one building or structure.

Principal Building

The main building on a Lot, usually located toward the Frontage. (See building form standards).

Principal Entrance

The main point of access for pedestrians into a building.

Private Frontage

The privately held area between the Frontage Line (property line) and the Principal Building Facade.

Property Line

Line bounding a parcel that divides one parcel from another or from a street or other public or private space (same as "lot line").

Public Facilities

Transportation systems or facilities, parks and recreation and/or natural area program systems or facilities, water systems, wastewater systems, storm drainage systems, fire, police and emergency systems or facilities, electric utilities, gas utilities, cable facilities or other public utilities.

Public Frontage

The area between the Curb of the vehicular lanes and the Frontage Line.

Public Use

Uses intended to be conducted in a facility or on land owned by and operated for public use by a public agency or by city, county, state or federal governments.

Public Way

The surface of, and the space above and below, a public street, road, highway, freeway, land path, right-of-way or place, alley court, boulevard, parkway, or other easement now or hereafter held by the City (including any street as defined, which is acquired by eminent domain) for the purpose of public travel and shall include other easements or rights-of-way now or hereafter held by the City or in which the City has an interest including any easements or rights-of-way acquired by eminent domain) which shall, with their proper use and meaning, entitle the City and a utility to use thereof for the purpose of installing facilities, and other property as may ordinarily be necessary and pertinent to a utility system.

Quoin

Selected pieces of material marking the building corner. In stone, the quoins consist of blocks larger than those used in the rest of the building, and cut to dimension. In brickwork, quoins consist of groups or masses of brick laid together, and in a certain imitation of quoins of stone. With EIFS (Exterior Insulation Finish System), quoins are trim details with the appearance of corner stones.

Rearage Road

Minor street or access road next to an arterial route, at the rear of a parcel, intended to control access to an arterial route, connect contiguous parcels, and give access to parcels without curb cuts on the arterial route.

Reconstruction

The reproduction of a building to the extent it completely replaces the previously existing structure.

Reflective Surface

Material or device with the effect of intensifying reflected light, such as highly polished metal, scotch light, day glow, glass beads, and luminous paint.

Regulating Plan

A Map or set of maps that shows the details of the , Civic/open spaces, and Special Requirements if any, including lots and blocks and street designations within the Old Town District or any Smart Code District.

Restoration

Restoring a building as closely as possible to its original site during a specific time in history.

Reveal

Side of an opening for a window, doorway, or the like, between the door frame or window frame and the outer surface of the wall, or where the opening is not filled with a door.

Right-Of-Way

Strip of land occupied or intended for occupancy by street, walkway, railroad, electric transmission line, or oil or gas pipeline, water main, sanitary or storm sewer main, or for other similar purpose or use.

Right-Of-Way, Public

Right of way permitting the public to travel over it, such as a street, sidewalk, or footpath.

Roof Pitch

The amount of slope of the roof in terms of angle or other numerical measures.

Sash

Window framework where glass panes are set.

Sense Of Place

Collection of elements in the built and natural environment adding up to a feeling that a certain geographic area or community is a special place, distinct from anywhere else. Sense of place is a factor making an environment familiar and psychologically comfortable.

Services

Programs and employees necessary to provide adequate operation and maintenance of its public facilities and infrastructure, including educational, health care, social and other programs necessary to support the programs, public facilities and infrastructure required by this code, the Code of Ordinances, policies and administrative manuals, or state or federal law.

Setback

Distance measured perpendicular (90°) from a property line or right-of-way line to a building Facade or Elevation that is maintained clear of permanent structures, with the exception of permitted Encroachments. A setback is separate and distinct from, but is usually included within, a yard, as that term is defined in this Code.

Shopfront

A Private Frontage conventional for commercial use, with substantial glazing and an awning, wherein the Facade is aligned close to the Frontage Line with the building entrance at Sidewalk grade.

Shopping Center

See “Commercial center or shopping center”.

Sidewalk

The paved section of the Public Frontage dedicated exclusively to pedestrian activity.

Sign

Device or structure used to advertise, identify or direct attention to an object, person, institution, business, product, service, event or location by any way; including words, designs, symbols, fixtures, colors, illumination, images and forms.

Sign, Attached

Sign partially or wholly supported by a building wall or roof.

Sign Face Area

Area of the smallest rectangle enclosing the extreme limits of the sign message, frame, box, and other areas intended to highlight or draw attention to the sign message. Back-to-back faces separated by at least a 30° angle are counted separately in measuring sign area.

Sign Height

Distance from the sidewalk grade to the top of the sign.

Slope

Vertical change in grade divided by the horizontal distance over where that vertical change occurred. Slope is usually given as a percentage.

Solar Power

The conversion of sunlight into electricity or energy either directly through photovoltaics or indirectly through concentrated solar power.

Special Requirements

Provisions in the OT and FBC Districts and/or the associated designations on a Regulating Plan or other map for those provisions.

Stoop

A Private Frontage wherein the Facade is aligned close to the Frontage Line with the first Story elevated from the Sidewalk for privacy, with an exterior stair and landing at the entrance.

Story

A habitable level within a building, excluding an Attic or raised basement. The part of a building from one floor to the next floor above or to the ceiling if there is no floor above.

Street Line

Line limiting the right-of-way of the street with the property line of lots fronting on the streets.

Street Tree

Tree in the public right-of-way or tree lawn bordering the streets or trails of the city.

Structure

Combination of materials forming a construction for use, occupancy or ornamentation.

Subdivision (Noun)

Parcel divided or proposed for division into two or more lots, tracts, or parcels.

Subdivision (Verb)

Legally dividing a parcel of land into two or more smaller lots, tracts, or parcels.

Swale

A low or slightly depressed natural area for drainage.

Textured Pavement

Pavement in the form of brick, paver blocks, or textured and colored concrete.

Thoroughfare

A way for use by vehicular and pedestrian traffic and to provide access to Lots and Open Spaces, consisting of Vehicular Lanes and the Public Frontage.

Time Of Significance

Time when a property attained the significance for which it now meets the designation criteria for an historic landmark district designation.

Tract

Parcel not indented for residential, commercial, or industrial occupancy. Tracts are intended as sites for subdivision entry features, commonly owned landscape areas, commonly owned private open space, utility substations, detention and retention ponds, and similar features.

Transparency

Building wall length occupied by functioning doors and/or windows.

Tree

Self-supporting woody plant species which normally grows to an overall height of at least 15 ft.

Tree Lawn

Area between the street and the sidewalk, or where no sidewalk exists, the area inside a 10 ft. distance away from the edge of the street. Also known as a “grass plot,” “boulevard strip”, “planting strip”, “nature strip” or “devil’s strip”.

Urbanism

Collective term for the condition of a compact, Mixed-Use settlement, including the physical form of its development and its environmental, functional, economic, and sociocultural aspects.

Vested Development Right

Right to undertake and complete development and use of property.

Waterway

Natural or man-made channel conducting storm water from a two-year storm event at a depth of 8” or more and at a rate of at least 15 cu. ft. per second or more. Street pavement is not considered a waterway.

Watershed

Area from which stormwater drains into a given basin, river or creek.

Wayfinding Sign

Refers to non-commercial directional signs and information systems that are usually created by local government entities to guide people through a city or a region to major destinations, districts, and locations. Signs may be placed on private property or in the right-of-way.

Where Possible

That the proposal shall conform to a rule unless the applicant shows it is not physically possible because of topography, sight line rules, existing trees, utilities, drainage standards, access standards or other physical constraints.

Wireless Service

Telecommunications services including cellular telephone, personal communications service (PCS), specialized mobile radio (SMR), enhanced specialized mobile radio (ESMR), paging, wireless broadband Internet service (excluding Wi-Fi), and similar services.

Xeriscape

Plants not requiring supplemental irrigation for survival once established.

Yard

Open area on a building lot along the lot lines. A yard shall be unobstructed from the lowest level to the sky, except certain permitted obstructions.

Yard, Front

Area on a parcel between a structure and the right-of-way or private street boundary line. For a comer lot, any yard extending along the full length of a street line is considered the front yard.

Yard, Rear

Area on a parcel between a structure and the property boundary opposite of the front lot line. For a corner lot, there is only one rear yard, placed to the rear of the building.

Yard, Side

Area on a parcel between a structure, front yard and rear yard. For a corner lot, there is only one side yard, placed to the side of the building perpendicular to the building front façade, which is next to another property and not the right-of-way or private street.

AGENDA ITEM REPORT
10.1.

To:	City Council
Subject:	Discussion and Possible Action Regarding the Project Sequencing and Timelines for FM 1660 S @ US 79 (T-04) and CR 199 (T-19). (Kate Moriarty)
Meeting:	Thursday, August 20, 2026
Department:	Engineering /
Staff Contact:	Kate Moriarty

ITEM SUMMARY:

At the August 6, 2026 City Council meeting, City staff provided updates on all active capital improvement projects. During this presentation, it was shared with Council that the FM 1660 S at US 79 project (CIP T04-2023) has been delayed further due to coordination between the Texas Department of Transportation (TxDOT) and Union Pacific Railroad (UPRR).

Previously, staff believed that the Construction & Maintenance (C&M) agreements between those two parties would be complete in the current calendar year, which would allow for this project to go to bid in the first quarter of calendar year 2027. Shortly before the August 6 Council meeting, City staff received an update from this project's design consultant, HNTB, that the C&M agreements will not be completed until April 2027, which will prevent this project from going to bid until later.

During discussion of the CR 199 Reconstruction project (CIP T19-2024), which is currently slated for construction in FY28, the question was raised whether CR 199 should be moved up and FM 1660 S should be pushed back, as there is reason to suspect that the FM 1660 S project may not begin construction in FY27 due to delays from the C&M agreements. Historically, Council has felt that the CR 199 project should wait until after the FM 1660 S project is completed to avoid both projects being in construction at the same time.

Staff has gathered schedule specifics for both of these projects to help inform Council discussion.

CONSTRUCTION TIMELINE SUMMARY

Current project timelines for the FM 1660 S at US 79 project estimate that the construction duration from the start of barricades through substantial completion is approximately 237 working days, or about 12 months, assuming 20 working days per month. Work would be completed on signal infrastructure and rail crossing infrastructure in the final 50 working days prior to substantial completion.

For the CR 199 Reconstruction project, City staff is expecting Freese and Nichols to submit 100% design plans to the City this month (August 2026), with construction currently slated to occur from February 2028 through December 2029 - a period of approximately 22 months.

That being said, the CR 199 schedule also has TxDOT and UPRR review of plans occurring from January 2027 through November 2027, which restricts the City's ability to move construction up on this project to Q1 FY27.

FISCAL NOTES:

Fiscal notes will be provided to Council prior to the meeting. Due to the timing of receipt of this information, there is not sufficient time to provide proper fiscal review prior to agenda publication.

ATTACHMENTS:

None