



**CITY OF HUTTO, TEXAS
REGULAR CITY COUNCIL MEETING
Thursday, January 2, 2020 AT 7:00 PM
CITY HALL - CITY COUNCIL CHAMBERS
500 WEST LIVE OAK**

CITY COUNCIL

Doug Gaul, Mayor
Tom Hines, Place 2, Mayor Pro-tem
Scott Rose, Place 1
Mike Snyder, Place 3
Peter Gordon, Place 4
Patti Martinez, Place 5
Tanner Rose, Place 6

AGENDA

1. **CALL SESSION TO ORDER**

2. **ROLL CALL**

3. **INVOCATION**

4. **PLEDGE OF ALLEGIANCE**

5. **CITY COUNCIL COMMENTS**

Pursuant to Texas Government Code Sec. 551.0415, a member of the governance body may make an announcement about items of community interest during a meeting of the governing body without given notice of the subject of the announcement. Items of Community Interests include: (1) expressions of thanks, congratulations, or condolence; (2) information regarding holiday schedule; (3) an honorary or salutary recognition of public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition of the subdivision; (4) a reminder regarding social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and (5) announcements involving imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

6. **PUBLIC COMMENT**

Any citizen wishing to speak during public comment may do so after completing the required registration form. In accordance with the Texas Attorney General's Opinion, any public comment that is made on an item that is not on the published final agenda will only be heard by the City Council. No formal action, discussion, deliberation, or comment will be made by the City Council. Comments must be courteous and respectful. Accordingly, concerns, complaints, and assertions of character regarding specific individuals, including any citizens, staff member, City Board or Commission member or City Council member shall not be raised in a public forum; but should be addressed separately and privately with the City Manager or individual member of the City Council. Any person who violates these rules will have their speaking time ended

immediately. Any person, including persons in the audience, who acts in an inappropriate or disruptive manner may be asked to leave the City Council Chambers. Each person providing public comment will be limited to 3 minutes.

7. **PRESENTATIONS**

- 7.A. Presentation on Hutto's Geography, Ecology, and Economic Development Opportunity. (Lucas Evans)

8. **CONSENT AGENDA ITEMS**

- 8.A. Consideration and possible action on a resolution approving the proposed Mustang Creek Phase 2 Final Plat, 14.43 acres, more or less, of land, 65 residential lots, located off of FM 1660 North. (Ashley Lumpkin)
- 8.B. Consideration and possible action on a resolution approving the proposed Southgate Phase 1 Final Plat, 23.809 acres, more or less, of land, 103 residential lots, located off of CR 138. (Ashley Lumpkin)
- 8.C. Consideration and possible action to approve the December 19, 2019 Regular City Council minutes. (Lacie Hale)
- 8.D. Consideration and possible action on a Resolution designating The Taylor Daily News as the official newspaper for the City of Hutto for all official city publications. (Lacie Hale)

9. **RESOLUTIONS**

- 9.A. Consideration and possible action on a Resolution authorizing the Assistant City Manager to sign an interlocal agreement between the City of Hutto and Hutto Independent School District regarding the use of land. (Tony Host)
- 9.B. Discussion and possible action of the Covered Bridge Development Project (Jessica Geray).
- 9.C. Consideration and possible action regarding the Resolution of the City of Hutto, Texas, authorizing and creating the Covered Bridge Public Improvement District within the City of Hutto Pursuant to Chapter 372 of the Texas Local Government Code (Jessica Geray).
- 9.D. Consideration and possible action on a Resolution authorizing the Assistant City Manager to sign a wastewater agreement between the City of Hutto and Kelly Lane Utility Company. (Ashley Lumpkin)
- 9.E. Consideration and possible action on a Resolution regarding the recordings of executive session. (Stacy Schmitt and Lacie Hale)

10. **OTHER BUSINESS**

- 10.A. Consideration of and possible removal and appointments to City Boards, Commissions and Local Government Corporations. (Lacie Hale)
- 10.B. Update on Bond Road Projects. (Samuel Ray)
- 10.C. Discussion and possible action relating to Co-Op Blvd and Jim Cage Lane intersections with US Highway 79 pertaining to the 2018 Bond Proposition A program. (Samuel Ray)

10.D. Consideration and possible action on hiring a firm to conduct the search for a City Manager.

10.E. Consideration and possible action regarding Alarm Permit Ordinance. (Paul Hall)

11. **EXECUTIVE SESSION**

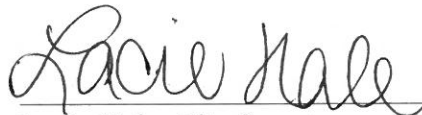
The City Council for the City of Hutto reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above as authorized by the Texas Government Code Sections 551.071 [Litigation/Consultation with Attorney], 551.072 [Deliberations 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.A. Executive Session as authorized by Texas Local Government Code Section 551.074, Deliberations regarding Personnel Matters, discussion regarding the City Council expectations of Interim City Manager.

12. **ADJOURNMENT**

CERTIFICATION

I certify that this notice of the December 30, 2019 Hutto City Council meeting was posted on the City Hall bulletin board of the City of Hutto on January 2, 2020 at 5:55pm



Lacie Hale, City Secretary

The City of Hutto is committed to compliance with the American with Disabilities Act. The Hutto City Council Chamber is wheelchair accessible. Request for reasonable special communications or accommodations must be made 48 hours prior to the meeting. Please contact the City Secretary at (512) 759-4033 or lacie.hale@huttotx.gov for assistance.

Regular City Council
AGENDA ITEM
8.A.



To: City Council
Subject: Consideration and possible action on a resolution approving the proposed Mustang Creek Phase 2 Final Plat, 14.43 acres, more or less, of land, 65 residential lots, located off of FM 1660 North. (Ashley Lumpkin)
Meeting: Regular City Council - 02 Jan 2020
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

The Mustang Creek Phase 2 Final Plat includes 74 total lots and 14.430 acres of land. There are 65 proposed single-family residential lots, 3 green link lots, 4 open space/drainage easement/wastewater easement lots and 2 landscape lots.

The proposed subdivision conforms to the development agreement for Packsaddle. Per the development agreement all residential lots must be 50 feet wide. This phase is just north of Phase 1 and achieves connectivity through an entrance on FM 1660 N on the west side and Barton Creek Lane and Big Cypress Bayou Road on the south.,

WEST: RSI Subdivision across FM 1660 N

NORTH: Future HISD site, currently vacant (going through voluntary annexation process)

EAST: Vacant Pastureland

SOUTH: River's Crossing Subdivision (ETJ)

Utilities

Water will be provided by Jonah and wastewater service will be provided by City of Hutto.

RECOMMENDATION:

This plat has been reviewed and all City comments have been addressed. This plat was approved unanimously by the Planning and Zoning Commission on December 3, 2019 and is in compliance with the applicable subdivision regulations and Development Agreement.

Staff recommends that the Council approve the resolution for the Final Plat of Phase 2 of Mustang Creek per Section 212.005 of the Texas Local Government Code.

ATTACHMENTS:

[\(Res\)MustangCreekPh2FP\(Res\)Complete](#)

RESOLUTION NO.

A RESOLUTION APPROVING THE PLAT KNOWN AS "MUSTANG CREEK PHASE 2 FINAL PLAT"; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the Texas Local Government Code Chapter 212 and the City of Hutto Subdivision Ordinance requires the Planning and Zoning Commission to take action to recommend to the City Council whether or not to approve or disapprove a subdivision plat within thirty (30) days of the date an application is accepted, and;

WHEREAS, the Texas Local Government Code Chapter 212 and the City of Hutto Subdivision Ordinance requires the City Council take action to approve or disapprove a subdivision plat within thirty (30) days of the date of presentation at Planning and Zoning Commission, and;

WHEREAS, the Development Services Department and the City Engineer have reviewed the above referenced plat for compliance with statute and engineering standards, and;

WHEREAS, if City Council fails to take action on this plat within the prescribed thirty (30) day period, the plat is granted statutory approval, Now therefore,

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

that the Hutto City Council hereby approves the resolution for the plat known as "Mustang Creek Phase 2 Final Plat", a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **2nd** day of the month **January, 2020**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

A 14.430 ACRE TRACT OF LAND BEING OUT OF A REMNANT PORTION OF A CALLED 169.99 ACRE TRACT CONVEYED TO HUTT01660, LP, RECORDED IN DOCUMENT NO. 2019000072 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, AND IN THE CCD CO. SURVEY, SECTION NO. 204, ABSTRACT NO. 693 IN WILLIAMSON COUNTY TEXAS.

JOHN DYKES SURVEY
ABSTRACT NO. 186

JACOBS WELL DRIVE: 184 LF
BARTON CREEK LANE: 760 LF
BIG CYPRESS BAYOU ROAD: 367 LF
WICHITA RIVER ROAD: 1073 LF

(SURVEYOR) ● FOUND 1/2" IRON ROD
(UNLESS NOTED OTHERWISE)
○ SET 1/2" IRON ROD (PD)
..... 5' SIDEWALK

BL	BUILDING SETBACK LINE
DOC. NO.	DOCUMENT NUMBER
OPR	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PR	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
DR	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
FD. I.R.	FOUND IRON ROD
ROW	RIGHT OF WAY
DE	DRAINAGE EASEMENT
CAB	CABINET
SL	SLIDE
OSL	OPEN SPACE LOT
POB	POINT OF BEGINNING
PUE	PUBLIC UTILITY EASEMENT
PVT	PRIVATE
WW	WASTEWATER
ESMT	EASEMENT
LS	LIFT STATION
TxDOT	TEXAS DEPARTMENT OF TRANSPORTATION
(UND) FOUND	FOUND 1/2" IRON ROD

JOHN DYKES SURVEY
ABSTRACT NO. 186

SCALE: 1" = 100'

SCALE: 1"= 30'

104 OSL & PVT DE
BLOCK B

LANDSCAPE

19

N21°04'51"W
25.00'

S68°13'18"W
25.00'

S68°13'18"E ~ 35.25'

JACOBS WELL DRIVE

69' RIGHT-OF-WAY

SCALE: 1"= 30'

HUTTO 1660, LP,
A REMNANT PORTION OF
A CALLED 169.99 ACRE TRACT
DOC. NO. 2019000072 (O.P.R.)

FOR REVIEW ONLY. NOT FOR FINAL RECORDATION



**PAPE-DAWSON
ENGINEERS**

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

Received 10/28/19



DATE OF PLAT PREPARATION: JULY 10, 2019
DATE OF PLAT SUBMITTAL:

SHEET 1 OF 4

A 14.430 ACRE TRACT OF LAND BEING OUT OF A REMNANT PORTION OF A CALLED 169.99 ACRE TRACT CONVEYED TO HUTT01660, LP, RECORDED IN DOCUMENT NO. 2019000072 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, AND IN THE CCD CO. SURVEY, SECTION NO. 204, ABSTRACT NO. 693 IN WILLIAMSON COUNTY TEXAS.

LINE TABLE		
LINE #	BEARING	LENGTH
L16	N10°47'57"W	103.40'
L17	S68°34'18"W	23.59'
L18	S21°25'42"E	110.00'
L19	N66°25'42"W	35.36'
L20	S68°34'18"W	132.14'
L21	N68°34'18"E	131.73'
L22	N23°34'18"E	35.36'
L23	N21°25'42"W	35.00'
L24	S79°12'03"W	21.15'
L25	S68°34'18"E	41.14'
L26	S68°34'18"E	38.35'
L27	N64°54'06"E	93.85'
L28	N21°25'42"W	60.00'
L29	S23°34'18"E	35.36'
L30	N66°25'42"W	35.36'

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	15.00'	090°00'00"	S66°25'42"E	21.21'	23.56'
C2	150.00'	010°37'45"	N73°53'11"E	38.44'	38.49'
C3	207.50'	010°37'45"	S73°53'11"W	26.25'	28.29'
C4	15.00'	090°00'00"	S23°34'18"W	21.21'	23.56'
C5	15.00'	090°00'00"	S66°25'42"E	21.21'	23.56'
C6	207.50'	010°37'45"	N73°53'11"E	38.44'	38.49'
C7	15.00'	095°32'25"	N31°25'50"E	22.21'	25.01'
C8	972.44'	009°38'34"	N21°09'40"W	163.47'	163.66'
C9	1027.50'	015°08'08"	S18°22'01"E	270.64'	271.43'
C10	972.44'	002°23'45"	N11°02'47"W	6.72'	6.72'
C11	15.00'	089°33'17"	N56°01'18"W	21.13'	23.45'

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C12	152.50'	101°37'45"	S75°53'11"W	28.25'	28.29'
C13	150.00'	090°00'00"	S23°34'18"W	21.21'	23.56'
C14	972.44'	001°46'04"	S25°05'55"E	30.00'	30.00'
C15	972.44'	007°52'31"	S20°16'38"E	133.55'	133.66'
C16	1027.50'	002°38'49"	N12°07'21"W	47.46'	47.47'
C17	1027.50'	002°39'57"	N14°46'44"W	47.80'	47.80'
C18	1027.50'	002°43'23"	N17°28'23"W	48.83'	48.83'
C19	1027.50'	002°43'23"	N20°11'46"W	48.83'	48.83'
C20	1027.50'	002°42'15"	N22°54'35"W	48.49'	48.50'
C21	1027.50'	001°40'23"	N25°05'54"W	30.00'	30.00'

BLOCK B	
LOT #	AREA (SQ. FT.)
56	6,250
57	6,250
58	6,267
59	6,862
60	6,632
61	6,495
62	6,574
63**	3,858
103	5,825
104**	1,893
105**	1,362

BLOCK C	
LOT #	AREA (SQ. FT.)
3	6,250
4	6,250
5	6,250
6	6,250
7	6,250
8	6,250
9	6,250
10	6,250
11	1,875
12	6,250
13	6,250
14	6,250
15	6,250
16	6,250
17	5,825
18 **	23,989
19 **	1,363

BLOCK E	
LOT #	AREA (SQ. FT.)
21	7,451
22	6,250
23	6,250
24	6,250
25	6,250
26	6,250
27	6,250
28	6,250
29	6,250
30	6,250
31	6,250
32	6,250
33 *	1,875
34	6,250
35	6,250
36	6,250
37	6,250
38	6,250
39	6,250
40	9,647

BLOCK F	
LOT #	AREA (SQ. FT.)
1	11,601
2	6,250
3	6,250
4	6,250
5	6,250
6	6,250
7	6,250
8	6,250
9 *	1,875
10	6,250
11	6,250
12	6,250
13	6,250
14	6,250
15	6,250
16	6,250
17	6,250
18	6,250
19	5,424
20	9,596
21 **	30,713
41	9,186

BLOCK G	
LOT #	AREA (SQ. FT.)
1	7,886
2	6,250
3	6,250
4	6,250

* DESIGNATES GREENLINK LOTS
** DESIGNATES OPEN SPACE LOTS,
LANDSCAPE LOTS AND PRIVATE
DRAINAGE EASEMENT



FOR REVIEW ONLY, NOT FOR FINAL RECORDATION

**PAPE-DAWSON
ENGINEERS**

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10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

DATE OF PLAT PREPARATION: JULY 10, 2019
DATE OF PLAT SUBMITTAL:

SHEET 2 OF 4

A 14.430 ACRE TRACT OF LAND BEING OUT OF A REMNANT PORTION OF A CALLED 169.99 ACRE TRACT CONVEYED TO HUTT01660, LP, RECORDED IN DOCUMENT NO. 2019000072 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, AND IN THE CCD CO. SURVEY, SECTION NO. 204, ABSTRACT NO. 693 IN WILLIAMSON COUNTY TEXAS.

1. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE OR WASTEWATER EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
2. BUILDING SETBACKS SHALL CONFORM TO UDC REQUIREMENTS.
3. A TEN (10) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
4. A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
6. SIDEWALKS AND TREES SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS WITHIN THIS SUBDIVISION.
7. SIDEWALKS AND TREES SHALL BE PROVIDED ALONG ALL STREETS BOUNDING THIS SUBDIVISION.
8. SIDEWALKS SHALL BE 5' IN WIDTH.
9. AN ARTERIAL FENCE SHALL BE CONSTRUCTED PER UDC REQUIREMENTS.
10. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS.
11. UTILITY NOTES:
 - A. WITHIN CON
 - I. WASTEWATER WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WASTEWATER SYSTEMS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
 - B. OUTSIDE CON
 - I. WATER WILL BE AVAILABLE THROUGH JONAH WATER SUD AFTER THE APPROPRIATE WATER SYSTEM IS INSTALLED TO THIS SITE. JONAH WATER SUD ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
12. FLOODPLAIN NOTES:
 - A. ULTIMATE FLOODPLAIN
 - I. "NO PORTION OF THIS TRACT IS ENCLOSED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN."
 - B. EXISTING FLOODPLAIN
 - I. "NO PORTION OF THIS TRACT IS ENCLOSED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDED 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 4849C0510E, EFFECTIVE DATE SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS."
13. 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.
14. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO ALL JONAH SUD AND CITY STANDARD SPECIFICATIONS AND DETAILS, UDC REGULATIONS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
15. ON-SITE STORM WATER DETENTION FACILITIES WILL NOT BE REQUIRED FOR THIS PROJECT IN ACCORDANCE WITH THE MUSTANG CREEK - FLOOD STUDY DATED MARCH 18, 2019 BY PAPE-DAWSON ENGINEERS.
16. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
17. ALL DRAINAGE LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
18. THE MAXIMUM IMPERVIOUS COVERAGE PER RESIDENTIAL LOT IS 55%.
19. ALL GREENLINK AND OPEN SPACE/PRIVATE DRAINAGE EASEMENT LOTS WILL BE MAINTAINED BY THE H.O.A.
20. ALL STREET TREES WITHIN AND BOUNDING THE SUBDIVISION WILL BE MAINTAINED BY THE H.O.A.
21. SURVEY REFERENCE:

ELEVATIONS ARE BASED ON NAVD88 (GEOID03).
BEARINGS BASED ON N.A.D. 1983 (NA 2011) EPOCH 2010.00, TEXAS STATE PLANE COORDINATE SYSTEM
CENTRAL ZONE
SCALE FACTOR OF 0.99988, ORIGIN (0,0).
22. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:

WATER	JONAH SUD
WASTEWATER	CITY OF HUTTO
ELECTRIC	ONCOR
GAS (NATURAL)	ATMOS
23. GREENLINK LOTS SHALL BE DEVELOPED IN CONFORMANCE WITH THE UDC.
24. THIS SUBDIVISION WILL BE ZONED: SF-1
25. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE FAMILY RESIDENTIAL USE, UNLESS OTHERWISE INDICATED.
26. RIPARIAN SETBACK VARIANCE TO CITY OF HUTTO UDC SEC. 10.403.4.03 HAS BEEN GRANTED WITH THE PRELIMINARY PLAN IN ACCORDANCE WITH THE MUSTANG CREEK DEVELOPMENT AGREEMENT.

A 14.430 ACRE TRACT OF LAND BEING OUT OF A REMNANT PORTION OF A CALLED 169.99 ACRE TRACT CONVEYED TO HUTT01660, LP, RECORDED IN DOCUMENT NO. 2019000072 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, AND IN THE CCD CO. SURVEY, SECTION NO. 204. ABSTRACT NO. 693 IN WILLIAMSON COUNTY TEXAS, SAID 14.430 ACRE TRACT BEING MORE FULLY DESCRIBED AS FELLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM 1983, (NA2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE.

BEGINNING at a 1/2" iron rod with yellow cap marked "Pape-Dawson" found in the east right-of-way line of Farm to Market (F.M.) Road 1660, an 80' right-of-way, the northwest corner of the southwest corner of a Remnant Portion of said 169.99 acre tract, some being the southwest corner of Mustang Creek, PHASE 1, a subdivision according to the plat recorded in Document No. _____ of the Official Public Records of Williamson County, Texas for the southwest corner and POINT OF BEGINNING hereof;

THENCE N 22°01'31" W, departing the north line of said Mustang Creek, PHASE 1, with the east right-of-way line of said F.M. 1660 same being the west line of said 169.99 acre tract, a distance of 332.17 feet to a TXDOT Type I monument found for an angle point hereof;

THENCE N 21°04'51" W, continuing with the east right-of-way line of said F.M. 1660, same being the west line of said 169.99 acre tract, a distance of 521.85 feet to a 1/4" iron rod with yellow cap marked "Pope-Dawson" set for the northwest corner hereof;

THENCE departing the east right-of-way line of said F.M. 1660, through the interior of said Remnant Portion the following eleven (11) courses and distances:

1. N 68°34'18" E, a distance of 211.36 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
2. S 21°25'42" E, a distance of 29.30 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
3. N 68°34'18" E, a distance of 125.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for the northernmost northeast corner hereof,
4. S 21°25'42" E, a distance of 222.59 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
5. S 79°12'03" W, a distance of 30.39 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
6. S 10°47'57" E, a distance of 180.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
7. N 79°12'03" E, a distance of 870.32 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
8. N 64°54'06" E, a distance of 275.89 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for the easternmost northeast corner hereof,
9. S 16°57'44" E, a distance of 30.31 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
10. S 21°25'33" E, a distance of 166.14 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof
and
11. S 10°47'57" E, a distance of 209.72 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found at the northeast corner of said Mustang Creek, PHASE 1 for the southeast corner hereof;
- THENCE with the north line of said Mustang Creek, PHASE 1 the following four (4) courses and distances:
1. S 79°12'03" W, a distance of 1129.84 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
2. S 68°34'18" W, a distance of 96.14 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
3. S 21°25'42" E, a distance of 93.85 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof
and
4. S 68°34'18" W, a distance of 156.07 feet the POINT OF BEGINNING and containing 14.430 acres in Williamson County Texas. Said tract being described in accordance with a survey plat prepared by Pape-Dawson Engineers, Inc. under Job No. 51048-02.



SCALE: 1" = 40'

DATE OF PLAT PREPARATION: JULY 10, 2019
DATE OF PLAT SUBMITTAL:

SHEET 3 OF 4

Received 10/28/19



FOR REVIEW ONLY, NOT FOR FINAL RECORDATION



**PAPE-DAWSON
ENGINEERS**

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #1002880

MUSTANG CREEK, PHASE 2

Survey Job No. 51048-02

FINAL PLAT
OF
MUSTANG CREEK, PHASE 2

A 14.430 ACRE TRACT OF LAND BEING OUT OF A REMNANT PORTION OF A CALLED 169.99 ACRE TRACT
CONVEYED TO HUTTO1660, LP, RECORDED IN DOCUMENT NO. 2019000072 OF THE OFFICIAL PUBLIC RECORDS
OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, AND IN THE CCD
CO. SURVEY, SECTION NO. 204, ABSTRACT NO. 693 IN WILLIAMSON COUNTY TEXAS.

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

THAT HUTTO1660, LP, A TEXAS LIMITED PARTNERSHIP, AS OWNERS OF THE REMNANT PORTION
OF THE CERTAIN 169.99 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A SPECIAL
WARRANTY DEED RECORDED IN DOCUMENT NO. 2019000072 OF THE OFFICIAL PUBLIC RECORDS
OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE SAID 14.430 ACRE TRACT AS SHOWN
HEREON, AND DOES HEREBY CONSENT TO ALL PLAT NOTE AND REQUIREMENTS SHOWN HEREON,
AND DOES HEREBY DEDICATE TO THE CITY OF HUTTO THE STREETS, RIGHT-OF-WAY,
EASEMENTS, AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY
OF HUTTO MAY DEEM APPROPRIATE.

THIS SUBDIVISION IS TO BE KNOWN AS MUSTANG CREEK, PHASE 2.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 2019.

HUTTO1660, LP, A TEXAS LIMITED PARTNERSHIP

BY: PACKSADDLE REAL ESTATE PARTNERS, LLC,
A TEXAS LIMITED LIABILITY COMPANY,
ITS GENERAL PARTNER

BY: _____
SCOTT REMPE, MANAGER

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF _____ §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED SCOTT
REMPE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING
INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES
AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2019.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: _____

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF _____ §

THAT ROTHCOM, LP, LIEN HOLDER OF THE CERTAIN 169.99 ACRE TRACT OF LAND SHOWN
HEREON AND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO.
2019000074 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY
CONSENT TO THE SUBDIVISION OF SAID 14.430 ACRE TRACT AS SHOWN HEREON, AND DOES
FURTHER HEREBY JOIN, APPROVE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN
HEREON, AND DOES HEREBY DEDICATE TO THE CITY OF HUTTO THE STREETS, ALLEYS,
RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC
PURPOSES AS THE CITY OF HUTTO MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE
KNOWN AS MUSTANG CREEK, PHASE 2.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 2019.

LARRY ROTHER, PRESIDENT
ROTHCOM, LP

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF _____ §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED LARRY
ROTHER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING
INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES
AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2019.

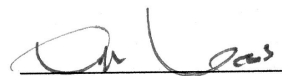
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: _____

ENGINEER'S CERTIFICATION

I, DUSTIN GOSS, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY
CERTIFY THAT THIS (MUSTANG CREEK, PHASE 2) PLAT IS IN COMPLIANCE WITH THE CODES
AND ORDINANCES OF THE CITY OF HUTTO, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT TRAVIS, COUNTY, TEXAS THIS 24 DAY
OF October, 2019.


DUSTIN GOSS
REGISTERED PROFESSIONAL ENGINEER NO. 91805
PAPE-DAWSON ENGINEERS, INC.
TBPE, FIRM REGISTRATION NO. 470
TBPLS, FIRM REGISTRATION NO. 10028801

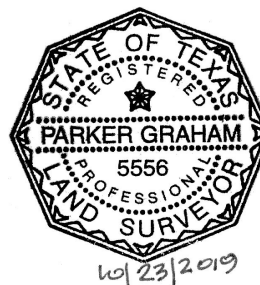


SURVEYOR'S CERTIFICATION

I, PARKER J. GRAHAM, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS,
HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN
ACTUAL SURVEY OF THE PROPERTY AND THAT THE PROPERTY MARKERS AND MONUMENTS
WERE PLACED UNDER MY SUPERVISION ON THE GROUND. THE FIELD WORK WAS COMPLETED ON
_____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT TRAVIS, COUNTY, TEXAS THIS _____ DAY
OF _____, 2019.


PARKER J. GRAHAM
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5556
PAPE-DAWSON ENGINEERS, INC.
TBPE, FIRM REGISTRATION NO. 470
TBPLS, FIRM REGISTRATION NO. 10028801



APPROVAL
CITY OF HUTTO

THIS PLAT WAS APPROVED FOR RECORDING BY THE HUTTO CITY COUNCIL ON THE
_____ DAY OF _____, 20_____.

DOUG GAUL, MAYOR

DATE _____

LACIE HALE, CITY SECRETARY

DATE _____

THIS SUBDIVISION IS LOCATED WITHIN THE FULL PURPOSE JURISDICTION OF THE CITY OF HUTTO,
THIS THE _____ DAY OF _____, 20_____.

ASHBY GRUNDMAN
DIRECTOR OF DEVELOPMENT SERVICES

DATE _____

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

THAT I, NANCY E. 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 OFFICIAL
PUBLIC RECORDS OF SAID COUNTY, IN DOCUMENT NO. _____
TO CERTIFY WHICH, WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT
MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST ABOVE WRITTEN.

NANCY E. RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

Received 10/28/19



FOR REVIEW ONLY, NOT FOR FINAL RECORDATION



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

SHEET 4 OF 4

DATE OF PLAT PREPARATION: JULY 10, 2019
DATE OF PLAT SUBMITTAL:

Regular City Council
AGENDA ITEM
8.B.



To: City Council
Subject: Consideration and possible action on a resolution approving the proposed Southgate Phase 1 Final Plat, 23.809 acres, more or less, of land, 103 residential lots, located off of CR 138. (Ashley Lumpkin)
Meeting: Regular City Council - 02 Jan 2020
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

The proposed Southgate Subdivision Phase 1 Final Plat is approximately 23.809 acres of land, with 103 residential lots.

Current Zoning:

The subject property will be zoned SF-1.

Surrounding Zoning:

North: Single-Family Residential (SF-1)
East: Extraterritorial Jurisdiction (ETJ)
South: Single-Family Residential (SF-1)
West: Extraterritorial Jurisdiction (ETJ)

Summary of Request:

The proposed Final Plat is comprised of 103 Single-Family Lots, 2 Greenlink Lots, and has a total acreage of 23.809. Of the 23.809 total acreage, 16.192 acres are Single-Family Lots and 7.617 acres are Right-of-Way.

RECOMMENDATION:

As the Final Plat meets the requirements as adopted within the Unified Development Code, and the Planning and Zoning Commission recommended approval unanimously on December 3, 2019, Staff recommends that the Council approve the resolution for the Southgate Phase 1 Final Plat.

ATTACHMENTS:

[\(Res\)SouthgatePh1FP\(Res\)](#)

RESOLUTION NO.

**A RESOLUTION APPROVING THE PLAT KNOWN AS "SOUTHGATE
PHASE 1 FINAL PLAT"; IN THE CITY OF HUTTO, WILLIAMSON
COUNTY, TEXAS.**

WHEREAS, the Texas Local Government Code Chapter 212 and the City of Hutto Subdivision Ordinance requires the Planning and Zoning Commission to take action to recommend to the City Council whether or not to approve or disapprove a subdivision plat within thirty (30) days of the date an application is accepted, and;

WHEREAS, the Texas Local Government Code Chapter 212 and the City of Hutto Subdivision Ordinance requires the City Council take action to approve or disapprove a subdivision plat within thirty (30) days of the date of presentation at Planning and Zoning Commission, and;

WHEREAS, the Development Services Department and the City Engineer have reviewed the above referenced plat for compliance with statute and engineering standards, and;

WHEREAS, if City Council fails to take action on this plat within the prescribed thirty (30) day period, the plat is granted statutory approval, Now therefore,

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

that the Hutto City Council hereby approves the resolution for the plat known as "Southgate Phase 1 Final Plat", a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **2nd** day of the month **January, 2020**.

THE CITY OF HUTTO, TEXAS

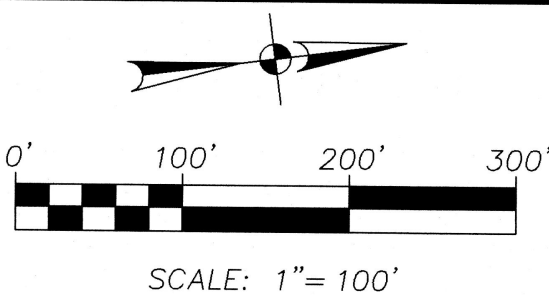
Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

LEGEND

BL	BUILDING SETBACK LINE
DCC	DOCUMENT NUMBER
OPR	OFFICIAL PUBLIC RECORDS OF
	WILLIAMSON COUNTY, TEXAS
PR	PLAT RECORDS OF
	WILLIAMSON COUNTY, TEXAS
DR	DEED RECORDS OF
	WILLIAMSON COUNTY, TEXAS
FD, I.R.	FOUND IRON ROD
ROW	RIGHT OF WAY
VOL	VOLUME
PG	PAGE(S)
PGB	PAGE OF BEGINNING
PUE	PUBLIC UTILITY EASEMENT
DE	DRAINAGE EASEMENT
WWE	WASTEWATER EASEMENT
DR) ●	FOUND 1/2" IRON ROD
	(UNLESS NOTED OTHERWISE)
○	SET 1/2" IRON ROD (PD)
	SIDEWALK
—	HUITO ETU LIMITS
—	HUITO CITY LIMITS



SCALE: 1"= 2.000'

ACREAGE: 23.809 ACRES
LOTS ACREAGE: 16.192 ACRES
ROW ACREAGE: 7.617 ACRES

SURVEY: JOHN KELSEY SURVEY
SECTION NO. 18
ABSTRACT NO. 377

NUMBER OF BLOCKS:	5
SINGLE FAMILY LOTS:	103
GREENLINK LOTS:	2
TOTAL LOTS:	105

LINEAR FEET OF NEW STREETS: 4839

PLAT PREPARATION DATE: OCTOBER 10, 2019
SUBMITTAL DATE: NOVEMBER 25, 2019

BENCHMARK DESCRIPTION AND ELEVATION
NAVD88 (GEOID03)
COMBINED SCALE FACTOR OF 0.99988

BENCHMARK NO. 01
FOUND IRON ROD WITH CAP MARKED "WILLIAMSON COUNTY"
GRID NORTHING: 10156475.0'
GRID EASTING: 3166611.9'
ELEVATION: 726.10'

LINEAR FEET OF NEW STREETS:

PEASE RIVER WAY:	1298 LF
CONCHO RIVER DRIVE:	718 LF
ALAMITO CREEK DRIVE:	692 LF
BOSQUE RIVER TRAIL:	692 LF
POSSUM KINGDOM LANE:	692 LF
ANGELINA RIVER RUN:	432 LF
MADERA CANYON TRAIL:	315 LF

SCALE: 1"=30'

A CALLED 118.971 ACRE TRACT
HUTTO 117 INVESTORS, LP
DOC. NO. 2019079796 (O.P.R.)

FOR REVIEW ONLY, NOT FOR FINAL RECORDATION



**PAPE-DAWSON
ENGINEERS**

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #1002880

SHEET 1 OF 3

Received 12/3/19



Date: Nov 25, 2019, 9:29am User ID: blowson
File: H:\Survey\Civil\51061--00\Plot\Plot\FP-5106100.dwg

Received 12/3/19



23.809 ACRE, OR 1,037/120 SQUARE FOOT TRACT OF LAND BEING OUT OF A CALLED 118.971 ACRE TRACT CONVEYED TO HUITE 117 INVESTORS, LP RECORDED IN DOCUMENT NO. 2019079768 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN JOHN KELSEY SURVEY, SECTION NO. 18, ABSTRACT NO. 377, IN WILLIAMSON COUNTY, TEXAS. SAID 23.809 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE;

THENCE N07°28'47"E, departing the north margin of said County Road 138, with the east boundary line of said 1.210 acre tract, a distance of 60.10 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found on a point in the southwest corner of a called 1.377 acre tract recorded in Document No. 2006109103 of the Official Public Records of Williamson County, Texas, same being the southeast corner of a remnant portion of a called 75.35 acre tract recorded in Document No. 2007040774 of the Official Public Records of Williamson County, Texas, for a west corner hereof;

THENCE N 07°28'46" E, with the east boundary line of said 0.365 acre tract, same being a west boundary line of said 118.971 acre tract, a distance of 330.11 feet to an iron rod with cap marked "Bryan Tech" found on a point in the northeast corner of said 0.365 acre tract, for a west corner hereof;

HENCE N 07°28'47" E, with the east boundary line of said Remnant Portion, same being the west boundary line of said 118,971 acre tract, a distance of 871.47 feet to a $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" Set for a point in the east boundary line of said Remnant Portion, same being a point in the west line of said 118,971 acre tract for the northwest corner hereof:

3. S 82°31'13" E, a distance of 222.68 feet to a $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" set hereof,
2. N 07°28'47" E, a distance of 20.00 feet to a $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" set hereof,
3. S 82°31'13" E, a distance of 639.00 feet to a $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" set hereof,
4. S 07°28'47" W, a distance of 95.00 feet to a $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" set hereof,
5. S 37°31'13" E, a distance of 35.36 feet to a $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" set hereof,
6. S 07°28'47" W, a distance of 55.05 feet to a $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" set hereof,
5. S 52°32'24" W, a distance of 35.32 feet to a $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" set hereof,
8. S 07°28'47" W, a distance of 190.00 feet to a $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" set hereof,
5. S 37°31'13" E, a distance of 35.36 feet to a $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" set hereof,
10. S 07°28'47" W, a distance of 55.00 feet to a $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" set hereof,
11. S 52°28'47" W, a distance of 35.36 feet to a $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" set hereof,
12. S 07°28'47" W, a distance of 190.00 feet to a $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" set hereof,
13. S 37°31'13" E, a distance of 35.36 feet to a $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" set hereof,
14. S 07°28'47" W, a distance of 55.00 feet to a $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" set hereof,
15. S 52°28'47" W, a distance of 35.36 feet to a $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" set hereof,
16. S 07°28'47" W, a distance of 508.46 feet to a $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" set on the south boundary line of said 118,971 acre tract, same being a point in the north margin of County Road 138, for the southeast corner hereof,

THENCE N 81°22'41" W, with the north margin of said County Road 138, same being the south boundary line of said 118.971 acre tract, a distance of 1695.27 feet to the POINT OF BEGINNING, and containing 23.809 acres in Williamson County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape Dawson Engineers, Inc. under Job No. 51061-00

1. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE FAMILY RESIDENTIAL USE, UNLESS OTHERWISE INDICATED.
2. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE OR WASTEWATER EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTO.
3. BUILDING SETBACKS SHALL CONFORM TO UNIFIED DEVELOPMENT CODE REQUIREMENTS.
4. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS.
5. A TEN (10) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
6. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
7. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH UNIFIED DEVELOPMENT CODE REQUIREMENTS.
8. SIDEWALKS AND TREES SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION. SIDEWALKS SHALL BE 5' IN WIDTH.
9. UTILITY NOTES:
 - A. WITHIN CCN
 - A.1. WASTEWATER WILL BE AVAILABLE THROUGH THE CITY OF HUTO AFTER THE APPROPRIATE WASTEWATER SYSTEMS ARE INSTALLED TO THIS SITE. THE CITY OF HUTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
 - B. OUTSIDE CCN
 - B.1. WATER WILL BE AVAILABLE THROUGH MANVILLE WSC AFTER THE APPROPRIATE WATER SYSTEM IS INSTALLED TO THIS SITE. MANVILLE WSC ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.

1. THERE ARE NO AREAS WITHIN THE BOUNDARIES OF THIS SUBDIVISION IN THE 100-YEAR FLOODPLAIN AS DEFINED BY FIRM MAP NUMBER 48491C0515E, AND 48491C0675E DATED SEPTEMBER 26, 2008.
2. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE-FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.
3. THE MAXIMUM IMPERVIOUS COVERAGE ALLOWED PER RESIDENTIAL LOT IS 55%.
4. GREENLINK LOTS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
5. GREENLINK LOTS SHALL BE DEVELOPED IN CONFORMANCE WITH THE UNIFIED DEVELOPMENT CODE.
6. ALL STREET TREES WITHIN AND BOUNDING THE SUBDIVISION WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
7. A FIVE FOOT (5") PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
8. DRIVEWAYS FOR RESIDENTIAL LOTS ARE RESTRICTED ALONG THE RESIDENTIAL COLLECTOR PORTION OF PEASE RIVER WAY.
9. THE TEMPORARY ACCESS DRIVE EASEMENT FROM THE TERMINATION OF MADERA CANYON TRAIL TO CR 138 WILL REMAIN IN PLACE UNTIL SUCH TIME AS A SECOND PERMANENT POINT OF ACCESS IS PROVIDED TO EITHER CR 138 OR TO THE ADJACENT PROPERTIES.
10. AN ARTERIAL FENCE SHALL BE CONSTRUCTED PER UDC REQUIREMENTS.
11. THIS SUBDIVISION WILL BE ZONED: SF-1
12. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO ALL MANVILLE WSC AND CITY STANDARD SPECIFICATIONS AND DETAILS, UDC REGULATIONS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
13. ON SITE STORMWATER DETENTION FACILITIES WILL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2, 10, 25 AND 100-YEAR STORM EVENTS.
14. ALL DRAINAGE LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

BLOCK A	
LOT #	AREA (SQ. FT.)
1	7,756
2	6,503
3	6,503
4	6,503
5	6,503
6	6,503
7	7,491

BLOCK B		
LOT #	AREA	(SQ. FT.)
1	8,965	
2	6,883	
3	6,883	
4	6,883	
5	6,883	
6	6,883	
7	7,756	
8	6,503	
9	6,503	
10	6,503	
11	6,503	
12	6,503	
13	7,491	
14	7,276	
15	6,324	
16	6,324	
17	6,324	
18	6,324	
19	6,324	
20	6,324	
21	6,324	
22 *	1,897	

BLOCK B	
LOT #	AREA (SQ. FT.)
23	6,324
24	6,324
25	5,969
26	6,067
27	12,152
28	12,072
29	7,515
30	8,384
31	8,384
32	8,384
33	8,384
34	8,384
35	8,384
36 *	2,515
37	8,384
38	8,384
39	8,384
40	8,384
41	8,384
42	8,384
43	8,384

BLOCK C	
LOT #	AREA (SQ. FT.)
1	7,152
2	6,000
3	6,000
4	6,000
5	6,000
6	6,000
7	6,000
8	6,000
9	6,000
10	6,000
11	6,888
12	6,888
13	6,000
14	6,000
15	6,000
16	6,000
17	6,000
18	6,000
19	6,000
20	6,000
21	6,000
22	7,152

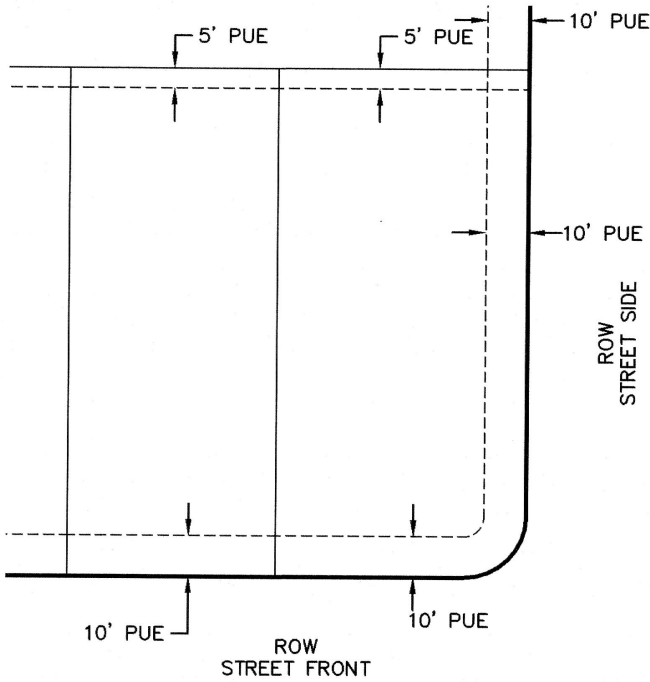
BLOCK D		
LOT #	AREA (SQ. FT.)	
1	7,152	
2	6,000	
3	6,000	
4	6,000	
5	6,000	
6	6,000	
7	6,000	
8	6,000	
9	6,000	
10	6,000	
11	6,888	
12	6,888	
13	6,000	
14	6,000	
15	6,000	
16	6,000	
17	6,000	
18	6,000	
19	6,000	
20	6,000	
21	6,000	
22	7,152	

* DENOTES GREENLINK LOT

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	15.00'	090°00'00"	S52°28'47"E	21.21'	23.56'
C2	15.00'	090°00'00"	S37°31'13"E	21.21'	23.56'
C3	15.00'	052°37'03"	S71°01'18"W	13.30'	13.78'
C4	55.00'	195°14'01"	N37°31'13"W	109.03'	187.41'
C5	15.00'	052°37'03"	N33°47'17"E	13.30'	13.78'
C6	15.00'	090°00'00"	S37°31'13"E	21.21'	23.56'
C7	15.00'	090°00'00"	S37°31'13"W	21.21'	23.56'
C8	15.00'	090°00'00"	N52°28'47"E	21.21'	23.56'
C9	15.00'	090°00'00"	N37°31'13"W	21.21'	23.56'
C10	15.00'	090°00'00"	N52°28'47"E	21.21'	23.56'
C11	55.00'	028°08'00"	S59°05'51"W	27.05'	27.33'
C12	55.00'	044°13'58"	N84°33'06"W	41.41'	42.46'
C13	55.00'	036°25'12"	N44°13'31"W	34.37'	34.96'
C14	55.00'	038°06'01"	N07°57'54"W	34.08'	34.65'
C15	55.00'	050°00'42"	N35°05'27"E	46.50'	48.01'
C16	15.00'	040°36'21"	S39°47'37"E	10.41'	10.63'
C17	15.00'	012°00'41"	N13°29'06"E	3.14'	3.14'

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N07°28'47"E	60.10'
L2	N07°28'47"E	20.00'
L3	S07°28'47"W	95.00'
L4	S37°31'13"E	35.36'
L5	S07°28'47"W	55.05'
L6	S52°32'24"W	35.32'
L7	S37°31'13"E	35.36'
L8	S07°28'47"W	55.00'
L9	S52°28'47"W	35.36'
L10	S37°31'13"E	35.36'
L11	S07°28'47"W	55.00'

LINE TABLE		
LINE #	BEARING	LENGTH
L12	S52°28'47"W	35.36'
L13	N37°31'13"W	35.36'
L14	S82°31'14"E	55.00'
L15	N52°28'47"E	35.36'
L16	N37°31'13"W	35.36'
L17	N52°28'47"E	35.36'
L18	S52°28'47"W	35.36'
L19	S37°31'13"E	35.36'
L20	S52°28'47"W	35.36'
L21	S37°31'13"E	35.36'



PUBLIC UTILITY EASEMENT (PUE) DETAIL

SCALE: 1" = 40'

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TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

SHEET 2 OF 3

FINAL PLAT
OF
SOUTHGATE, PHASE 1

A 23.809 ACRE, OR 1,037,120 SQUARE FOOT TRACT OF LAND BEING OUT OF A CALLED 118.971 ACRE TRACT CONVEYED TO HUTTO 117 INVESTORS, LP RECORDED IN DOCUMENT NO. 2019079796 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN JOHN KELSEY SURVEY, SECTION NO. 18, ABSTRACT NO. 377, IN WILLIAMSON COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL BY THESE PRESENTS

THAT HUTTO 117 INVESTORS, LP, A TEXAS LIMITED PARTNERSHIP, AS OWNERS OF THE CERTAIN 118.971 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2019079796 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE SAID 23.809 ACRE TRACT AS SHOWN HEREON, AND DOES HEREBY CONSENT TO ALL PLAT NOTE AND REQUIREMENTS SHOWN HEREON, AND DOES HEREBY DEDICATE TO THE CITY OF HUTTO THE STREETS, ALLEYS, RIGHT-OF-WAY, EASEMENTS, AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF HUTTO MAY DEEM APPROPRIATE.

THIS SUBDIVISION IS TO BE KNOWN AS SOUTHGATE, PHASE 1.
TO CERTIFY WHICH, WITNESS BY MY HAND THIS ____ DAY OF _____, 2019.

JOSEPH STRAUB, MANAGER
HUTTO 117 INVESTORS, LLC
311 UNIVERSITY DR., STE 101
FORT WORTH, TX 76107

STATE OF TEXAS
COUNTY OF _____

KNOW ALL BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____, 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, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 2019.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

NOTARY PUBLIC PRINTED OR TYPED NAME

MY COMMISSION EXPIRES: _____

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS

THAT PLAINS CAPITAL BANK, LIEN HOLDER OF THE CERTAIN 118.971 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2019079796 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF SAID 23.809 ACRE TRACT AS SHOWN HEREON, AND DOES FURTHER HEREBY JOIN, APPROVE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DOES HEREBY DEDICATE TO THE CITY OF HUTTO THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF HUTTO MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS SOUTHGATE, PHASE 1.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS ____ DAY OF _____, 2019.

MATT NORRIS, VICE PRESIDENT
PLAINS CAPITAL BANK

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED LARRY ROTHER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 2019.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

NOTARY PUBLIC PRINTED OR TYPED NAME

MY COMMISSION EXPIRES: _____

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS

THAT CONTINENTAL HOMES OF TEXAS, LP, LIEN HOLDER OF THE CERTAIN 118.971 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2019079796 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF SAID 23.809 ACRE TRACT AS SHOWN HEREON, AND DOES FURTHER HEREBY JOIN, APPROVE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DOES HEREBY DEDICATE TO THE CITY OF HUTTO THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF HUTTO MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS SOUTHGATE, PHASE 1.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS ____ DAY OF _____, 2019.

IAN CUDE, ASSISTANT SECRETARY
CONTINENTAL HOMES OF TEXAS, LP

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED LARRY ROTHER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 2019.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

NOTARY PUBLIC PRINTED OR TYPED NAME

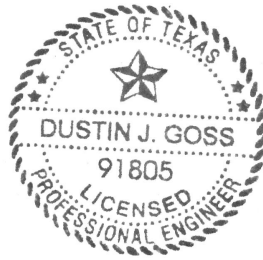
MY COMMISSION EXPIRES: _____

ENGINEER'S CERTIFICATION

I, DUSTIN GOSS, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS (SOUTHGATE, PHASE 1) PLAT IS IN COMPLIANCE WITH THE CODES AND ORDINANCES OF THE CITY OF HUTTO, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT TRAVIS, COUNTY, TEXAS THIS 25TH DAY OF November, 2019.

DUSTIN GOSS
REGISTERED PROFESSIONAL ENGINEER NO. 91805
PAPE-DAWSON ENGINEERS, INC.
TBPE, FIRM REGISTRATION NO. 470
TBPLS, FIRM REGISTRATION NO. 10028801



SURVEYOR'S CERTIFICATION

I, VALERIE ZURCHER, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT THE PROPERTY MARKERS AND MONUMENTS WERE PLACED UNDER MY SUPERVISION ON THE GROUND. THE FIELD WORK WAS COMPLETED ON SEPTEMBER 15, 2019.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT TRAVIS, COUNTY, TEXAS THIS 25th DAY OF November, 2019.

VALERIE ZURCHER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6222
PAPE-DAWSON ENGINEERS, INC.
TBPE, FIRM REGISTRATION NO. 470
TBPLS, FIRM REGISTRATION NO. 10028801



APPROVAL
CITY OF HUTTO

THIS PLAT WAS APPROVED FOR RECORDING BY THE HUTTO CITY COUNCIL ON THE ____ DAY OF _____, 20____.

DOUG GAUL, MAYOR DATE _____

LACIE HALE, CITY SECRETARY DATE _____

THIS SUBDIVISION IS LOCATED WITHIN THE FULL PURPOSE JURISDICTION OF THE CITY OF HUTTO, THIS THE ____ DAY OF _____, 20____.

ASHBY GRUNDMAN
DIRECTOR OF DEVELOPMENT SERVICES

DATE _____

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

THAT I, NANCY E. 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 OFFICIAL PUBLIC RECORDS OF SAID COUNTY, IN DOCUMENT NO. _____ TO CERTIFY WHICH, WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST ABOVE WRITTEN.

NANCY E. RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

Received 12/3/19



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PAPE-DAWSON ENGINEERS

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TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

SHEET 3 OF 3

Regular City Council
AGENDA ITEM
8.C.



To:

Subject: Consideration and possible action approving the minutes of the December 19, 2019 Regular City Council Meeting. (Lacie Hale)
Regular City Council - 2 January 2020

Meeting:

Department: City Secretary

Staff Contact: Lacie Hale City Secretary



**CITY COUNCIL
MEETING MINUTES
DECEMBER 19, 2019**

The Hutto City Council met in a special session on Thursday, December 19, 2019, in Council Chambers, City Hall, 500 W. Live Oak, Hutto, TX 78634.

CALL SESSION TO ORDER

Mayor Gaul called the session to order at 7:00 p.m.

ROLL CALL

Members of the City Council present were Mayor Doug Gaul, Mayor Pro-tem Tom Hines, Councilmember Mike Snyder, Councilmember Peter Gordon, Councilmember Patti Martinez and Councilmember Tanner Rose.

Members of staff that were present were Michel Sorrell, Assistant City Manager; Byron Frankland, Assistant City Manager; Paul Hall, Chief of Police; Michel Sorrell, Chief Financial Officer; Ashley Lumpkin, Executive Director Infrastructure & Development Services; Jessica Bullock, Director of Economic Development; Stacy Schmitt, Assistant to the City Manager; and Lacie Hale, City Secretary.

INVOCATION

Invocation was given by Pastor James Skorzewski from Christ the Rock Church.

PLEDGE OF ALLEGIANCE

Mayor Gaul led the Pledge of Allegiance and the Texas Pledge.

CITY COUNCIL COMMENTS

No comments were given.

PUBLIC COMMENTS

Christine Welburn, at 500 Chris Kelley Boulevard, spoke in regard to the news broadcast about Hutto filing suit with the Attorney General's office. She felt like the City of Hutto is trying to hide something. She read an excerpt from the Public Information Act.

Robin Sutton, of 505 East Street, finds it hard to believe that the Mayor did not know that there were that many lawsuits against the Attorney General's office reading public information. The City needs to clean house and move forward.

Kevin Grimm shared that each councilmember is 1/7 of the power and knowing what is going on. Each Councilmember needs to step up and take their part. There are things that probably aren't right, but we need to take care of them. Protect the people in this town but also the people who work around here. He wants to be involved. If you aren't part of the solution, you are part of the problem.

Motion: Councilmember Snyder motioned to move executive session up on the agenda followed by agenda items 11M, 11N, and 10E. Councilmember Martinez seconded the motion.

Vote: Ayes Mayor Doug Gaul
 Mayor Pro-tem Tom Hines
 Councilmember Scott Rose
 Councilmember Mike Snyder
 Councilmember Peter Gordon
 Councilmember Patti Martinez
 Councilmember Tanner Rose

Action: The motion passed with 7 ayes, 0 nay

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].

- 12.A. Executive session, as authorized by Texas Government Code, Section 551.074, deliberations regarding Personnel Matters, update on Chapter 3.16 investigation regarding the office of City Manager.

Executive Session was held from 7:12 pm to 9:25 pm.

Motion: Councilmember Gordon motioned to move agenda item 11N before 11M. Councilmember Snyder seconded the motion.

Vote: Ayes Mayor Doug Gaul
 Mayor Pro-tem Tom Hines
 Councilmember Scott Rose
 Councilmember Mike Snyder
 Councilmember Peter Gordon
 Councilmember Patti Martinez
 Councilmember Tanner Rose

Action: The motion passed with 7 ayes, 0 nay

11.N. Consideration and possible action regarding consulting agreement with City Manager.

Paul Martin shared that once something is done, put it to bed. If it passes, accept it and move on.

Motion: Councilmember Snyder motioned to exercise the 30-day notice to end the consulting agreement with the City Manager. Councilmember Martinez seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Mike Snyder
Councilmember Peter Gordon
Councilmember Patti Martinez
Councilmember Tanner Rose

Action: The motion passed with 7 ayes, 0 nay

11.M. Consideration and possible action regarding the City Managers Contract.

Paul Martin asked Council to keep in mind that they made a commitment and they need to stick with it. It can open the city up to a lawsuit.

Motion: Councilmember Snyder motioned to place the City Manager on administrative leave with pay through December 31, 2019. Councilmember Tanner Rose seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Mike Snyder
Councilmember Peter Gordon
Councilmember Patti Martinez
Councilmember Tanner Rose

Action: The motion passed with 7 ayes, 0 nay

10.E. Consideration and possible action on a resolution regarding general personnel matters within the City.

Motion: Councilmember Tanner Rose motioned to accept the Resolution as written, to freeze hiring and firing. Councilmember Gordon seconded the motion.

Vote: Ayes Mayor Doug Gaul

Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Mike Snyder
Councilmember Peter Gordon
Councilmember Patti Martinez
Councilmember Tanner Rose

Action: The motion passed with 7 ayes, 0 nay

Motion: Councilmember Snyder motioned to amend the motion to add consultants to the Resolution. Councilmember Gordon seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Mike Snyder
Councilmember Peter Gordon
Councilmember Patti Martinez
Councilmember Tanner Rose

Action: The motion passed with 7 ayes, 0 nay

CITY MANAGER COMMENTS

7.A. Presentation of City Financials for the Month of November 2019 as required by the fiscal and budgetary policy. (Michel Sorrell)

Motion: Councilmember Snyder motioned to table item 7A to the next meeting. Councilmember Martinez seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Mike Snyder
Councilmember Peter Gordon
Councilmember Patti Martinez
Councilmember Tanner Rose

Action: The motion passed with 7 ayes, 0 nay

CONSENT AGENDA ITEMS

8.A. Consideration and possible action on the proposed Titan Innovation Business Park Lot 5 Preliminary Plat, 12.06 acres, more or less, of land, one commercial lot, located on Schneider Boulevard. (Ashley Lumpkin)

8.B. Consideration and possible action approving the minutes of the December 5, 2019 Regular Council Meetings and the December 12, 2019 Special Council Meeting.

Motion: Councilmember Martinez motioned to pull 8C from the consent agenda. Councilmember Tanner Rose seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Mike Snyder
Councilmember Peter Gordon
Councilmember Patti Martinez
Councilmember Tanner Rose

Action: The motion passed with 7 ayes, 0 nay

Motion: Mayor Pro-tem Hines motioned to approve items 8A and 8B on the consent agenda. Councilmember Tanner Rose seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Mike Snyder
Councilmember Peter Gordon
Councilmember Patti Martinez
Councilmember Tanner Rose

Action: The motion passed with 7 ayes, 0 nay

8.C. Consideration and possible action to amend the October 17, 2019 City Council minutes. (Lacie Hale)

Motion: Councilmember Martinez motioned to approve the minutes with an amendment to remove Councilmember Martinez from the votes. Councilmember Scott Rose seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Mike Snyder
Councilmember Peter Gordon
Councilmember Patti Martinez
Councilmember Tanner Rose

Action: The motion passed with 7 ayes, 0 nay

ORDINANCES

9.A. Consideration and possible action on the proposed Unified Development Code (UDC) ordinance amendment to the Code of Ordinances (2014 Edition, as amended), Chapter

16, Article 16.02 Unified Development Code (UDC) Chapter 2 Section 10.201 General Rules by adding notification language. (Ashley Lumpkin)

Motion: Mayor Pro-tem Hines motioned to accept the second reading of the Unified Development Code (UDC) ordinance amendment to the Code of Ordinances (2014 Edition, as amended), Chapter 16, Article 16.02 Unified Development Code (UDC) Chapter 2 Section 10.201 General Rules by adding notification language. Councilmember Gordon seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Mike Snyder
Councilmember Peter Gordon
Councilmember Patti Martinez
Councilmember Tanner Rose

Action: The motion passed with 7 ayes, 0 nay

- 9.B. Consideration and possible action on the first reading of an ordinance amending the Fiscal Year 2018-19 Budget to reflect organizational changes, revision and addition of Capital Improvement Projects, and other miscellaneous adjustments. (Michel Sorrell)

Motion: Councilmember Scott Rose motioned to approve 9B as presented. Councilmember Martinez seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Mike Snyder
Councilmember Peter Gordon
Councilmember Patti Martinez
Councilmember Tanner Rose

Action: The motion passed with 7 ayes, 0 nay

- 9.C. Consideration and possible action on the first reading of an ordinance amending the City of Hutto Code of Ordinances (2014 Edition), Article 1.05, Municipal Court. (Leah Ness)

Motion: Councilmember Scott Rose motioned to approve item 9C. Councilmember Martinez seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Mike Snyder

Councilmember Peter Gordon
Councilmember Patti Martinez
Councilmember Tanner Rose

Action: The motion passed with 7 ayes, 0 nay

RESOLUTIONS

- 10.A. Consideration and possible action on a resolution expressing official intent to reimburse expenses related to constructing, improving, extending, expanding upgrading and/or developing streets, roads and intersections, reimbursement for the purpose of planning, designing, constructing, purchasing, improving, expanding and equipping public safety and communication facilities, and reimbursement for the purpose of constructing, acquiring, improving, renovating, developing and equipping, land, buildings and infrastructure for parks and recreational purposes. (Michel Sorrell)

Motion: Councilmember Snyder moved to approve item 10A as written with the exception of money ear marked for communication facilities. Mayor Pro-tem Hines seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Mike Snyder
Councilmember Peter Gordon
Councilmember Patti Martinez
Councilmember Tanner Rose

Action: The motion passed with 7 ayes, 0 nay

- 10.B. Consideration and possible action regarding Covered Bridge Development Agreement and Pro Rata Agreement (Jessica Geray)

Patrick Dertien, the managing member with the entity that owns Covered Bridge project, shared the efforts made to address those who have expressed concerns about the project.

Jon Klein of 433 Little Lake Road shared his frustrations about the market study and considered options for the large intersection. Neighbors are going to oppose until they see something that makes sense and the market supports it. Let's talk about the residents that pay taxes and will live here the rest of their lives.

Kelly Louis of 126 Dana Drive had a few questions if the PID was approved. She expressed concerns about the density, traffic, safety, and schools. Supports a senior living facility to help with density.

Krystal Kinsey questioned the information and numbers provided in the Council packets. The documents are overwhelming and asked how can it be approved with so many discrepancies.

Dana Woodcock of 206 Dana Drive read a statement that many neighbors have come together to create an agreeable solution and resolution that accommodates all walks of life in the community.

Jorde Matthews of 314 Estate Drive stated this whole project has been a mess from the beginning. Gave a brief history that questioned if this project is what is best for the citizens. Not sure of why there is an urgency to push this through.

Chris Fields, with the Developer of the Covered Bridge Project, explained that this process has been very frustrating.

Sharon Smith, Attorney for the project, clarified legal items that came up during public discussion.

Motion: Councilmember Snyder motion to table 10B to January 2, 2020.
Councilmember Martinez seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Mike Snyder
Councilmember Peter Gordon
Councilmember Patti Martinez
Councilmember Tanner Rose

Action: The motion passed with 7 ayes, 0 nay

- 10.C. Consideration and possible action regarding the resolution of the City of Hutto, Texas, authorizing and creating the Covered Bridge Public Improvement District within the City of Hutto Pursuant to Chapter 372 of the Texas Local Government Code. (Jessica Geray)

Jon Klein of 433 Little Lake shared that to hear that residents are overstepping their bounds is a slap in the face. Residents are trying to figure it out and the development is being rushed. They will continue to oppose until there is a compromise among everyone.

Krystal Kinsey shared that she is trying to understand why this PID would be approved if there is no economic benefit. Residents are not in support of this. Senior living facility should be considered.

Jorde Mathews shared that they are asking to take the time do it right, not kill this project.

Rick Rosenberg, financial advisor to the developer, clarified a few things about the PID that has been brought up during public comment. Explained that the PID is just creating a boundary on a map, no financing.

Patrick Dertien, with the development, shared that all they are asking is to create the PID.

Motion: Councilmember Scott Rose motioned to table agenda item 10C and 10D to January 2, 2020, with bringing back all the correct documentation for Council to review. Councilmember Snyder seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Mike Snyder
Councilmember Peter Gordon
Councilmember Patti Martinez
Councilmember Tanner Rose

Action: The motion passed with 7 ayes, 0 nay

- 10.D. Consideration and possible action on a resolution of the City of Hutto, Texas, determining the costs of certain authorized improvements to be financed through the Covered Bridge Public Improvement District; approving a Preliminary Service and Assessment Plan, including a Proposed Assessment Roll; directing the filing of the Proposed Assessment Roll with the City Secretary; approving the Publication of Notices of Public Hearings to consider an Ordinance levying assessments on property located within the Public Improvement District that is specially benefitted by the improvements being financed; directing the City Secretary to publish and mail notice of the Public Hearing; resolving other matters incident and related thereto; and providing an effective date. (Jessica Geray)

Item was tabled.

Motion: Councilmember Gordon motioned to change the order of agenda items to 11C, 11B, and 11F. Councilmember Martinez seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Snyder
Councilmember Peter Gordon
Councilmember Patti Martinez
Councilmember Tanner Rose

Action: The motion passed with 7 ayes, 0 nay

Motion: Councilmember Snyder motioned to table item 11D until a PID Policy is discussed. Councilmember Martinez seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Mike Snyder
Councilmember Peter Gordon
Councilmember Patti Martinez
Councilmember Tanner Rose

Action: The motion passed with 7 ayes, 0 nay

Motion: Councilmember Snyder motioned to table item 11E, 11I, and 11K to the second meeting in January. Councilmember Martinez seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Mike Snyder
Councilmember Peter Gordon
Councilmember Patti Martinez
Councilmember Tanner Rose

Action: The motion passed with 7 ayes, 0 nay

OTHER BUSINESS

- 11.A. Consideration of and possible removal and appointments to City Boards, Commissions and Local Government Corporations. (Lacie Hale)

Motion: Councilmember Tanner Rose motioned to appoint Dan Thornton to the River Creek Local Government Corporation and the Cottonwood Development Corporation. Councilmember Martinez seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Mike Snyder
Councilmember Peter Gordon
Councilmember Patti Martinez
Councilmember Tanner Rose

Action: The motion passed with 7 ayes, 0 nay

11.B. Discussion and possible action on Board and Commission Council Liaisons.

Motion: Mayor Gaul motioned to direct staff to create an ordinance to bring back to Council designating liaisons. Councilmember Gordon seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Mike Snyder
Councilmember Peter Gordon
Councilmember Patti Martinez
Councilmember Tanner Rose

Action: The motion passed with 7 ayes, 0 nay

11.C. Consideration and possible action on special task force and committees.

Motion: Mayor Pro-tem Hines motioned to create two task force components one for technology communications and the other for ADA. Councilmember Martinez seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Mike Snyder
Councilmember Peter Gordon
Councilmember Patti Martinez
Councilmember Tanner Rose

Action: The motion passed with 7 ayes, 0 nay

Motion: Councilmember Martinez motioned amend the motion to include a scope and objectives of the tasks are brought back to Council. Councilmember Snyder seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Mike Snyder
Councilmember Peter Gordon
Councilmember Patti Martinez
Councilmember Tanner Rose

Action: The motion passed with 7 ayes, 0 nay

- 11.D. Discussion regarding Public Improvement District assessment, collection and disbursement under third party structure. (Michel Sorrell and Jessica Geray)

Item was tabled.

- 11.E. Consideration and potential action regarding funding the settlement of City of Hutto v. Wolverine lawsuit.

Item was tabled.

- 11.F. Discussion and Possible Action on Construction of Sidewalk for Lakeside Estates Subdivision. (Samuel Ray)

Krystal Kinsey shared that neighboring sidewalks are 3 feet and the ADA requirement is 36 inches, so it may help with costs. Noted that it could be a benefit from the Covered Bridge Development.

Jorde Matthews thanked Council for putting this on the agenda. Reiterated that they would be happy with 3 feet sidewalks to help with savings. Residents would like to see progress immediately and fine with phasing it.

Motion: Mayor Gaul motioned to direct City Engineer to come to back Council on what can be done with design and construction for \$250,000.
Councilmember Martinez seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Mike Snyder
Councilmember Peter Gordon
Councilmember Patti Martinez
Councilmember Tanner Rose

Action: The motion passed with 7 ayes, 0 nay

- 11.G. Update of expanded audit.

No action was taken.

- 11.H. Discussion and possible action regarding process and allocation and disbursement of budgeted \$1.8 million in approved City of Hutto employee's raises.

Nicole Calderone liked the staff recommendation to do a Comp Study. She advocated a salary adjustment be evaluated for Animal Control Officers. She asked if the city manager had an evaluation done in December 2018.

No action was taken.

- 11.I. Consideration and possible action on recordings of executive session.

Item was tabled.

11.J. Consideration and possible action on EDC investigation.

Nicole Calderone thanked Chief Hall for coming to the dais to give an update. This investigation was launched by a few EDC members and she wants to know who launched this investigation. Regarding all the investigations, she asked where the investigation into Council is.

No Council action was taken.

11.K. Consideration and possible action regarding Alarm Permit Ordinance.

Item was tabled.

11.L. Consideration and possible action on appointment of interim City Manager.

Motion: Councilmember Martinez motioned to enter into a contract with SGR to appoint Charles Daniel, Interim City Manager, at a rate of \$120 an hour and a \$2,000 monthly housing allowance, starting January 2, 2020. Councilmember Gordon seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Mike Snyder
Councilmember Peter Gordon
Councilmember Patti Martinez

Nay Councilmember Tanner Rose

Action: The motion passed with 7 ayes, 0 nay

ADJOURNMENT

There being no further business to be heard, the meeting was adjourned at 2:20 a.m. on Friday, December 20, 2019.

CITY OF HUTTO

Doug Gaul, Mayor

ATTESTED:

Lacie Hale, City Secretary

Regular City Council
AGENDA ITEM
8.D.



To:
Subject: Consideration and possible action on a Resolution designating The Taylor Daily News as the official newspaper for the City of Hutto for all official city publications. (Lacie Hale)

Meeting: Regular City Council - 02 Jan 2020
Department: City Secretary
Staff Contact: Lacie Hale City Secretary

BACKGROUND INFORMATION:

Pursuant to Sections 13.02 and 3.13, of the City Charter, the City Council must designate an official newspaper on an annual basis.

City Charter Section 3.13: Ordinances in General - states: "Any ordinance which levies a fine or penalty and those dealing with budget and/or tax, franchises, public utilities or the setting of their rates, shall be read at two regular meetings followed by publication in full or by caption in two successive issues of the official newspaper of the City before the same shall become effective."

City Charter Section 13.02: Official Newspaper – states: "The City Council shall contact annually with, and by resolution designate, a public newspaper of general circulation in the City as the official newspaper thereof, and to continue as such until another is designated, and shall cause to be published therein all ordinances, notices and other matter required by this Charter, by the ordinances of the City, or by the constitution and/or laws of the state of Texas to be published."

RESOLUTION NO.

WHEREAS, pursuant to Sections 13.02 and 3.13 of the City Charter and to applicable statutes of the Texas Local Government Code, the City Council of the City of Hutto, Texas, does by this Resolution hereby designate a public newspaper of general circulation in the City as the official newspaper of the City, such designation to continue until another is duly designated; and

WHEREAS, the City of Hutto shall cause to be published therein all ordinances, notices and other matter as required and in the manner required by the City Charter, by the ordinances of the City, or by the constitution and laws of the State of Texas; and

WHEREAS, the City of Hutto shall publish in full or by caption in two successive issues of the official newspaper of the City any ordinance which levies a fine or penalty and those dealing with budget and/or tax, franchises, public utilities or the setting of their rates; and

WHEREAS, *Taylor Daily News* is a widely circulated newspaper covering the area including the City of Hutto and has a large subscriber base within the City;

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

That the City Council of the City of Hutto hereby designates *The Taylor Daily News* as the official newspaper of the City of Hutto for all official city publications.

CONSIDERED and RESOLVED on this the ____ day of _____ 2020.

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

Regular City Council
AGENDA ITEM
9.A.



To:

Subject: Consideration and possible action on an interlocal agreement between the City of Hutto and Hutto Independent School District regarding use of land. (Tony Host).

Meeting: Regular City Council - 02 Jan 2020

Department: Parks and Recreation

Staff Contact: Tony Host

BACKGROUND INFORMATION:

This purpose of this Agreement is to provide the City with a public access easement on Hutto Independent School District property. The property is located at 200 Mager Lane, Hutto, Texas, 78634. The City is requesting an easement of five (5) feet north at S88° 25' 36" E ~548.97 (the "Easement Property"). The Easement Property will be primarily used to install a fence/wall to prevent visibility and clear line of sight to the restrooms at Mager Fields. Secondly, it will allow for staff to designate a handicap parking space and create access that complies with the Americans with Disabilities Act of 1990 ("ADA"). The term of this agreement shall be from the Effective Date through October 31, 2069. The Hutto Independent School District unanimously approved this document at their December 19th meeting.

FINANCIAL IMPACT:

Non

POLICY IMPLICATIONS:

None

ATTACHMENTS:

[Mager Fields Property Interlocal Agreement V2 CLEAN DRAFT 12-6-19 ExhibitA](#)
[MagerInterlocalResolution](#)

RESOLUTION NO. R-20-01-02-9A

**A RESOLUTION AUTHORIZING THE CITY OF HUTTO,
TEXAS AUTHORIZING AN INTERLOCAL EASEMENT
AGREEMENT BETWEEN THE CITY OF HUTTO, TEXAS AND
THE HUTTO INDEPENDENT SCHOOL DISTRICT.**

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, Section 791.003(3)(E) and 791.003 (4)(A) allow local governments to contract with one another to perform governmental functions and services, including for parks and recreation; and

WHEREAS, the HISD is an independent political subdivision of the State of Texas charged with the public education of children in its boundaries, which has its own funding source and elected governing body separate from the City; and

WHEREAS, the City is requesting a public access easement onto HISD property at 200 Mager Lane, Hutto, Texas, 78634; and

WHEREAS, entry into this agreement would be mutually beneficial and not detrimental to the Parties.

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

CONSIDERED and RESOLVED by the City Council of the City of Hutto on this the _____ day of _____, 2020.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

Lacie Hale, City Secretary

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF HUTTO, TEXAS AND
THE HUTTO INDEPENDENT SCHOOL DISTRICT
FOR USE OF SCHOOL PROPERTY**

RECITALS

This Interlocal Agreement (the “**Agreement**”), effective this ____ day of _____, 2020 (“**Effective Date**”) is made and entered into by and between the CITY OF HUTTO, TEXAS (the “**City**”), a home rule municipal corporation of the State of Texas, and the HUTTO INDEPENDENT SCHOOL DISTRICT (the “**HISD**”), and a political subdivision of the State of Texas. The City and HISD are herein referred to as “**Party**” individually, or jointly, the “**Parties**.”

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, Sections 791.003(3)(E) and 791.003(4)(A) allow local governments to contract with one another to perform governmental functions and services, including for parks and recreation; and

WHEREAS, the HISD is an independent political subdivision of the State of Texas charged with the public education of children in its boundaries, which has its own funding source and elected governing body separate from the City; and

WHEREAS, the City is requesting an public access easement onto HISD property at 200 Mager Lane; and

WHEREAS, entry into this Agreement would be mutually beneficial and not detrimental to the Parties;

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

1. RECITALS

The Parties hereby adopt the recitals as true and correct and incorporate them herein.

2. AUTHORITY

This Agreement is entered into between the Parties pursuant to the authority contained in Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act. The provisions of Chapter 791 of the Government Code are incorporated into this Agreement and this Agreement shall be interpreted in accordance with the Act.

3. PURPOSE

The purpose of this Agreement is to provide the City with a public access easement on HISD property. The property is located at 200 Mager Lane. The City is requesting an easement of five (5) feet north at S88° 25.36. The use of the property will be to install a fence/wall to prevent visibility and clear line of site to the restrooms at Mager Fields.

4. TERM

The term of this Agreement shall be from January 1, 2020 through December 31, 2069 (the “Term”).

5. OBLIGATIONS OF HISD

5.1 HISD agrees to convey the land and public access easement which is attached in Exhibit A.

5.2 HISD will be granted as needed access as needed for necessary utilities maintenance or repairs.

6. OBLIGATIONS OF THE CITY

6.1 At the sole cost of the City, the City will be responsible for the design, construction, and maintenance of the fence/wall and grounds.

6.2 The City will keep the Easement Property free from any liens arising out of any work performed, materials finished, or obligations incurred on behalf of the City.

6.3 The City will require any contractor and/or subcontractor that will perform any work of construction to indemnify the City and HISD from and against any claims, damages, losses, cause of action, suits, judgements, and expenses, including but not limited to attorney’s fees.

6.4 The City accepts the current property “as is where is and with all faults”.

7. LIABILITY

7.1 The Parties expressly agree that nothing in this Agreement adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

7.2 The Parties expressly agree that, in the execution of this Agreement, neither Party waives, nor shall be deemed to hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

8. NOTICE

All notices, demands and requests, including invoices which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when: (i) personally delivered to the intended recipient; (ii) three (3) days after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (iii) delivered in person to the address set forth below for the Party to whom the notice was given; (iv) deposited into the custody of a recognized overnight delivery service and addressed to such Party at the address specified below; or (v) sent by facsimile, telegram or telex, provided that receipt for such facsimile, telegram or telex is verified by the sender and followed by a notice sent in accordance with one of the other provisions set forth above. For purposes of this section, the addresses of the Parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

City of Hutto

Attention: Bryon Frankland, Assistant City Manager
Attention: Jeff White
Director of Parks and Recreation
500 West Live Oak Street
Hutto, Texas 78634

With a Copy to:

Attention: Legal Office
City Attorney
500 West Live Oak Street
Hutto, Texas 78634

Hutto Independent School District

Attention:
Dr. Celina Estrada Thomas, Superintendent
Attention:
Henry Gideon, Assistant Superintendent of Operations
200 College Street
Hutto, Texas 78634

9. BREACH

Failure to perform any obligations under this Agreement constitutes a breach unless expressly excepted herein.

10. DISPUTE RESOLUTION

- 10.1 If a dispute arises under this Agreement, the Parties agree to first try to resolve the dispute by referring same to the senior management of the City and HISD. Any disputes regarding this Agreement that cannot be resolved among the Parties shall go through the arbitration and mediation process.
- 10.2 Any dispute, controversy or claim arising out of or relating in any way to the Agreement or the relationship including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach of the Agreement, shall be exclusively resolved by binding arbitration upon a Party's submission of the dispute to arbitration. In the event of a dispute, controversy or claim arising out of or relating in any way to the Agreement or the relationship, the complaining Party shall notify the other Party in writing thereof. Within thirty (30) days of such notice, management level representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after two years from when the aggrieved party knew or should have known of the controversy, claim, dispute or breach.
- 10.3 This Agreement to arbitrate shall be specifically enforceable. A Party may apply to any court with jurisdiction for interim or conservatory relief, including without limitation a proceeding to compel arbitration. The arbitration shall be conducted in Williamson County, Texas. The laws of the State of Texas shall be applied in any arbitration proceedings, without regard to principles of conflict of laws. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within one hundred and twenty (120) days from the date the arbitrator(s) are appointed. The arbitrator(s) may extend this time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.
- 10.4 The cost of the arbitration proceeding and any proceeding in court to confirm or to vacate any arbitration award, as applicable (including, without limitation, reasonable attorneys' fees and costs), shall be borne by the unsuccessful Party, as determined by the arbitrators, and shall be awarded as part of the arbitrator's award. It is specifically understood and agreed that any Party may enforce any award rendered pursuant to the arbitration provisions of this Section by bringing suit in any court of competent jurisdiction. The Parties agree that the arbitrator shall have authority to grant injunctive or other forms of equitable relief to any Party. This Section shall survive the termination or cancellation of this Agreement.

11. MISCELLANEOUS PROVISIONS

11.1 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

11.2 No Other Relationship. No term or provision in this Agreement is intended to create a partnership, joint venture, or agency arrangement between and of the Parties.

11.3 Current Revenues. Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

11.4 Amendment. Amendment of this Agreement may only be by mutual written consent of the Parties.

11.5 Governing Law and Venue. The Parties agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas.

11.6 Force Majeure. Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the Party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the Parties.

11.7 Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter contained herein. The Parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each Party and duly executed by both Parties, or their authorized representative.

11.8 Approval. This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

11.9 Assignment. Except as otherwise provided in this Agreement, a Party may not assign this Agreement or subcontract the performance of services without first obtaining the written consent of the other Party.

11.10 Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation, and such obligations may be terminated at the end of a Party's fiscal year if the governing body of such Party does not appropriate sufficient funds to continue the services provided under this Agreement.

11.11 Non-Waiver. A Party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

11.12 Paragraph Headings. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any

section thereof.

11.13 Severability. The Parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement. The remainder of the Agreement shall be and continue in full force and effect.

11.14 Open Meetings Act. The Parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551), as amended.

11.15 Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

11.16 Effective Date. This Agreement is made to be effective on the latest date accompanying the signatures below.

IN WITNESS WHEREOF, each Party hereto has signed this Agreement or caused this Agreement to be signed in its corporate name by its officer thereunto duly authorized, all as of the date first above written.

[Signatures on the following page.]

CITY OF HUTTO

APPROVED AS TO FORM

By: _____

Print: _____

Title: _____

By: _____

Attorney for the City of Hutto

HUTTO INDEPENDENT SCHOOL DISTRICT

By: _____

Print: _____

Title: _____

City Council
AGENDA ITEM
9.B



To: City Council

Subject: Discussion and possible action of the Covered Bridge Development Project

Meeting: City Council – 2 Jan. 2020

Department: Economic Development

Staff Contact: Jessica Geray

BACKGROUND INFORMATION:

This item is related to the Covered Bridge District, approximately 91 acres of land, bounded on the west by SH 130 and FM 685, on the south by CR 138, and intersected by Estate Drive.

Developer and Staff have been in discussion regarding the execution of a development agreement. Although Council requested the development agreement be brought back to this Council meeting, the Developer and Staff agree that the development agreement still needs to be worked through it is not yet ready for consideration by the Council.

Instead, the Developer and Staff will provide a presentation on the framework of the development agreement, the types of public and private improvements, the concept plan and PUD amendments based on resident concerns.

RECOMMENDATION:

Staff recommends the council to approve the proposed umbrella structure of Covered Bridge development project so staff and developer can move forward to complete the required documents.

Staff and Developer are still working through language for Development Agreement and do not request approval of Development Agreement at this meeting. Developer acknowledges preliminary service and assessment plan is not ready for consideration at this time and will be presented at a future meeting.

ATTACHMENTS:

Development Agreement and Pro-Rata as currently signed
Proposed Concept Plan
Proposed PUD

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made and entered into this 19 day of June, 2019 (the "Effective Date") by and between the City of Hutto, Texas, a municipal corporation (the "City") and P4 RE Management, LLC, a Texas limited liability company (the "Developer"). The City and Developer are sometimes referred to individually as a "Party" and collectively as the "Parties."

Terms not otherwise defined herein shall have the meaning given in Appendix I.

RECITALS

WHEREAS, Developer intends to develop two certain tracts of land, known as the Church Tract (approximately 49.95 acres) and the Pfeiffer Tract (approximately 25.5 acres), more particularly described on Exhibit A attached hereto (the "Property");

WHEREAS, Developer desires to design, engineer and construct wastewater, roadway and other improvements to, on, and through the Property, as more particularly described on Exhibit B attached hereto (the "Project"); and

WHEREAS, the City desires to participate in certain costs related to the Project.

NOW THEREFORE, for and in consideration of the promises and mutual covenants hereinafter set forth, the Parties hereby agree as follows:

ARTICLE I PROJECT DESCRIPTION

1.1 Purpose. The purpose of the Project is to design, engineer and construct the following:

- (a) a wastewater line and associated facilities to be agreed upon by Developer and City, as shown in Exhibit C;
- (b) roadways and utilities to and through the Project, as mutually agreed that are needed for development of the Property;
- (c) including the future extension and rerouting of Kaatz Lane, as shown in Exhibit B; and
- (d) associated facilities and other improvements, as mutually agreed upon by the Parties.

1.2 Wastewater Line.

- (a) Developer will study, design, and construct the necessary infrastructure to decommission the Lakeside Estates Lift Station ("Lift Station") as approved by the City.
- (b) Developer will construct an upsized gravity wastewater line ("Wastewater Line") from the proposed Development to the north along FM 685 across Riverwalk Drive, substantially conforming to the specifications as approved by the City. The design of the Wastewater Line shall be reviewed and approved by the City prior to construction. The Wastewater line shall be sized to accommodate the (i) existing flows into the Lift

Station, (ii) the additional flows from the Project, and (iii) future flows that may occur from the sewer shed ("Service Territory") that naturally contributes flow to the Wastewater Line when developed.

- (c) City hereby agrees to pay 50% of the impact fees from future developers ("Subsequent Wastewater Users"), development projects, or properties that use the Wastewater Line, through a Pro-Rata Share Agreement that will reimburse the Developer the cost of the Wastewater Line improvements not to exceed **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000)** (Exhibit D).

1.3 Roadways.

- (a) Developer agrees to apply for a PUD with the City requesting specific zoning in regards to the Project roadways. Accordingly, the City agrees to support any zoning requests included in the PUD as it relates to the Project roadways.
- (b) The following roadways shall be constructed ("Roadways"):
 - Church Tract: 2-lane residential local street (55 foot right-of-way) with landscaping at the entrance of the Project and along a portion (approximately 300 feet) of the east side of said street, extending from Gattis School Rd/CR 138 extending north through the Property as depicted in Exhibit B.
 - Pfeiffer Tract: Right-of-way for Kaatz Lane exists from SH130 to the improved portion of Kaatz Lane. This right-of-way shall be reconfigured to be a 90 degree angle at SH130 and will be constructed as a 2-lane major collector (69 foot right-of-way) from SH130 to the existing improved portion of Kaatz Road in the Lakeside Estates neighborhood. Kaatz Road to be realigned as shown in Exhibit B at the expense of the Developer. The existing right-of-way to be deeded to the Developer.
 - The location for the Roadways is shown in the Concept Plan on the attached Exhibit B, as may be updated by the Parties and approved by the City ("Roadways Specifications").

- 1.4 Open Space, Trails and Landscaping. Developer shall construct, at Developer's expense and with final approval of the City, an entry feature along FM 685, open space, trails and landscaping at the entry of Hutto Lake Park as mutually agreed upon in writing by Developer and City ("Park Improvements"). The design and cost of the entry feature must be agreed to and approved by the City. The Wastewater Line, Roadways and Park Improvements may sometimes be collectively referred to as the "Infrastructure." The City agrees to assist the Developer in accessing areas to complete the Infrastructure by obtaining the necessary rights-of-way or easements, including through the use of eminent domain and condemnation. The Developer shall reimburse the City for any fees associated with obtaining access on behalf of the Developer, but shall have the right to use such easements or right-of-way at no cost to Developer.

ARTICLE II PROJECT COSTS

- 2.1 Defined. Project Costs shall include design, engineering, surveying, material, labor, grading, trenching, paving, erosion control and other costs related to construction of the Project.

- 2.2 Developer Costs. Project Costs incurred by the Developer. Total Project Costs incurred by Developer will be eligible to be reimbursed and contained in a future Reimbursement Agreement that will be agreed upon by both Parties.
- 2.3 Public Improvement District. To the extent that that the City is in a non-recourse position on any debt, the City will support the creation of the Public Improvement District (PID) for the purposes of paying for public infrastructure to support the Project. However, in no way will the City be responsible for the debt of the Developer. The City will reimburse eligible Project Costs as defined in the Texas Local Government Code, Chapter 372, Section 372.003, which are deemed substantially complete by the City Engineer for public improvement infrastructure, with funds received by the City from the initiation of a PID assessment. Such reimbursement shall be outlined in a future Reimbursement Agreement between the Parties to reflect specific reimbursement amounts. Any municipal bonds issued for the PID must comply with and are subject to any applicable laws, and shall be pre-approved by the City Manager. The City is in no way responsible for repayment of debt on such bonds.

ARTICLE III DEVELOPER COVENANTS

- 3.1 Design and Construction of Project. Developer shall commence design and engineering, subject to City approval, of the Wastewater Line not later than forty-five (45) days after the City Council resolves to create the PID. Developer agrees to commence construction of the Project within forty-five (45) days of receiving City approval of the construction plans. Developer also agrees to complete the extension of the Wastewater Line no later than 1 year (12 months) from commencement of construction. Additional time to complete the Wastewater Line, as needed, may be approved through the City Manager.
- 3.2 Annexation by City. Developer shall voluntarily annex the Property to the City of Hutto within 60 days of the approval of the Preliminary Plan for the Church Tract.
- 3.3 Milestones. Developer shall achieve the following milestone events as follows:
- (a) Concept Plan. The City acknowledges and agrees that the Concept Plan complies with the City's goal and objectives: the land uses, densities, and utility and roadway alignments and sizes. Concept Plan shall include Developer's ability to build a mix of retail, office, and multi-family/townhome on the Pfeiffer tract and medical/senior living along CR 138, townhome, multi-family, forty-five-foot (45'), and fifty-foot (50') width, residential lots.

As the project may occur in phases over a number of years, the Developer may propose major or minor amendments to the Concept Plan (Exhibit B) and submit for City review and City Council approval. Major amendments shall be those that (i) increase the overall number of residential dwelling units by more than ten percent (10%) of the units depicted on the Concept Plan, or (ii) a change to the general alignment of any arterial roadway identified on the Concept Plan, or (iii) a change to the Concept Plan that converts more than five percent (5%) of the land area in the Property from residential to commercial use. Major amendments to the Concept Plan shall require a recommendation by Planning and Zoning Commission and approval by the City Council. Minor amendments to the Concept Plan are those that (i) do not result in an overall increase of more than five percent (5%) of the residential dwelling units depicted on the Concept Plan, or (ii) a change to the

Concept Plan that converts less than five percent (5%) of the land area in the Property to commercial. Minor amendments shall be administratively approved by the City Manager.

- 3.4 Project Completion. Developer shall diligently and in good faith continue construction of the Wastewater Line projects and Roadways until Project Completion, as defined below.

- (a) "Project Completion" means the day on which the following have been satisfied:
- i. the Wastewater Line, Roadways, and Park Improvements have been substantially completed, as determined by the City Manager, in accordance with the plans and specifications therefore as evidenced by a certificate of substantial completion from the City Engineer's Office;
 - ii. all governmental authorities having jurisdiction have issued certificates of completion or their equivalent, as applicable; and
 - iii. all bills for the Project are in good standing, are not yet due and payable or are being contested in good faith through appropriate proceedings.

ARTICLE IV CITY COVENANTS

- 4.1 Reimbursements and Fee Waivers. City shall provide Wastewater Line reimbursements in accordance with Sections 1.2(c) of this Agreement.
- 4.2 Easement Acquisition. Prior to commencement of construction, City shall obtain all necessary off-site easements for the Wastewater Line, trail system, Roadways, and Park Improvements provided, however, that the Developer shall reimburse the City for cost and expense obligations for such acquisitions, including appraisal fees and legal fees. Developer shall not incur any costs for use of such easements.
- 4.3 Approval of Permits. City shall approve such permits as required for the Project, in accordance with City rules and regulations. City will provide expedited review and approval for all development and building permits.
- 4.4 Wastewater Capacity. City shall reserve necessary wastewater capacity to meet the Project's needs.
- 4.5 Development Obligations. City shall:
- a) support the Developer's TXDOT application for curb cut(s) at TX-130 northbound feeder road;
 - b) support any zoning requests for MF zoning included in any PUD applications made by Developer with the City in regards to the Project, including, but not limited to, zoning requests regarding units per acre/density, height zoning, parking and roadways under this Agreement;

ARTICLE V TERM

- 5.1 Term of Agreement. The term of this Agreement shall commence on the Effective Date and shall continue until the earlier to occur of: (a) Project Completion as provided under Section 3.4 or (b) the date this Agreement is otherwise earlier terminated pursuant to the terms hereof.

ARTICLE VI REPRESENTATIONS AND WARRANTIES

6.1 Representations and Warranties of Developer.

- (a) Authorization. Developer is a limited liability company duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to perform its obligations under this Agreement.
- (b) Performance. Performance of this Agreement will not result in any breach of, or constitute any default under, any agreement or other instrument to which Developer is a party or by which Developer may be bound.
- (c) Execution. The execution and delivery by Developer of, and Developer's performance under, this Agreement are within Developer's powers and have been duly authorized by all requisite organizational action. The Person executing this Agreement on behalf of Developer has the authority to do so. This Agreement constitutes the legal, valid and binding obligation of Developer enforceable in accordance with its terms.
- (d) Litigation. Developer has not received written notice and has no actual knowledge of any litigation pending or threatened against Developer that might adversely affect the Property or the Project or Developer's ability to perform its obligations under this Agreement.

6.2 Representations and Warranties of City.

- (a) Authorization. The City is a municipal corporation with full right and authority to enter into this Agreement and to consummate the transactions described in this Agreement.
- (b) Performance. Performance of this Agreement will not result in any breach of, or constitute any default under, any agreement or other instrument to which the City is a party or by which the City may be bound.
- (c) Execution. The execution and delivery of, and the City's performance under, this Agreement are within the City's powers and have been duly authorized by all requisite municipal action. Each of the Persons executing this Agreement on behalf of the City is duly authorized to do so. This Agreement constitutes the legal, valid and binding obligation of the City enforceable in accordance with its terms.

ARTICLE VII INSURANCE AND INDEMNIFICATION

7.1 Insurance.

(a) General. Developer and/or all contractors, subcontractors, engineers, and consultants shall carry and maintain throughout the term of this Agreement (except as specifically noted below) the following insurance policies:

- Workers' Compensation and Employers' Liability Insurance coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act and minimum policy limits for employers' liability of \$1,000,000 bodily injury for each accident, \$1,000,000 bodily injury by disease policy limit and \$1,000,000 bodily injury by disease each employee. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund. The insurance required by this subsection shall be in effect commencing not later than the commencement of construction of any portion of the Wastewater Line, Roadways or Other Improvements (collectively, the "Improvements").
- Automobile Liability Insurance for all owned, non-owned, and hired motor vehicles, which Developer, or its agents or contractors on Developer's behalf, will utilize with respect to the Property in a minimum amount of \$1,000,000, combined single limit.
- Commercial General Liability policy with a minimum limit of \$1,000,000 per occurrence for bodily injury and/or property damage, products and completed operations with a minimum aggregate of \$1,000,000 and blanket contractual coverage, independent contractors' coverage and explosion, collapse, and underground (X, C & U) coverage.
- For contractors/subcontractors providing professional services under this Agreement, Engineers' Professional Liability Insurance with a minimum limit of \$1,000,000 per claim and in the aggregate to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission committed or alleged to have been committed with respect to plans, maps, drawings, analyses, reports, surveys, change orders, designs or specifications prepared or alleged to have been prepared by the assured. The insurance required by this subsection shall be in effect commencing not later than the commencement of construction of any opinion of the Project.
- For work that involves asbestos or any Hazardous Materials or pollution, the following will be in addition to the other insurance required hereunder:
 - Asbestos abatement endorsement or pollution coverage to the Commercial General Liability policy with minimum bodily injury and Property damage limits of \$1,000,000 per occurrence for coverages A&B and products/completed operations coverage with a separate aggregate of \$1,000,000. This policy cannot exclude asbestos or any Hazardous Materials or pollution and shall provide

"occurrence" coverage without a sunset clause.

- Pollution coverage in accordance with Title 49 CPR 171.8 requiring an MCS 90 endorsement with a \$5,000,000 limit when transporting asbestos in bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more. All other transporters of asbestos shall provide either an MCS 90 endorsement with minimum limits of \$1,000,000 or an endorsement to their Commercial General Liability Insurance policy that provides coverage for bodily injury and Property damage arising out of the transportation of asbestos or other Hazardous Materials. The endorsement must, at a minimum, provide a \$1,000,000 limit of liability and cover events caused by the hazardous properties of airborne asbestos arising from fire, wind, hail, lightning, overturn of conveyance, collision with other vehicles or objects, and loading and unloading of conveyances.

The insurance required under this subsection 8.1 (a) will only be required concerning the entity which is actually performing such work. For example, if Developer's contractor (instead of Developer) is performing such work, the contractor, not Developer, will be required to carry such insurance. The insurance required by this subsection shall be in effect commencing not later than the commencement of construction of any portion of the Improvements.

- (b) Special Requirements. Developer will not cause any insurance required hereunder to be canceled or lapse during the term of this Agreement. With respect to Sections 9.1(a)(i), (ii) and (iii), insurance coverage is to be written by companies duly authorized to do business in the State of Texas at the time the policies are issued and will be written by companies with an A.M. Best rating of A-VII or better or otherwise acceptable to the City. Additionally, with respect to Sections 9.1, all policies will contain a provision in favor of the City waiving subrogation or other rights of recovery against the City, to the extent available under Legal Requirements, and will be endorsed to provide the City with a 30-day notice of cancellation. The City will be an additional insured as its interests may appear on the Commercial General and Automobile Liability policies. All policies will provide primary coverage as applicable, with any insurance maintained by the City being excess and non-contributing. Developer will submit a certificate of insurance to the City providing evidence of insurance coverage required by this Agreement. Developer will be responsible for (i) overseeing its contractors with respect to such contractors' obtaining and maintaining the insurance required hereunder and (ii) obtaining and keeping copies of such contractors' insurance certificates evidencing the insurance coverages required hereunder.
- (c) Additional Insured. All endorsements, waivers, and notices of cancellation as well as the certificate of insurance shall indicate the City as an additional insured and be delivered to: City of Hutto as provided in the Notices Section of this Agreement or such other address as the City may notify Developer in writing.
- (d) Cost. Developer shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in the insurance policies to be carried hereunder by Developer (not by its contractors and any subcontractors). All deductibles or self-insured retentions shall be disclosed on the certificate of insurance. The insurance coverages

required under this Agreement are required minimums and are not intended to limit or otherwise establish the responsibility or liability of Developer or the City under this Agreement.

7.2 Claims and Release.

- (a) Claims. If the City notifies Developer of any Claim, Developer shall assume on behalf of the City and conduct with due diligence and in good faith the investigation and defense thereof and the response thereto with counsel selected by Developer but reasonably satisfactory to the City; provided, that the City has the right to be represented by advisory counsel of its own selection and at its own expense; and provided further, that if any such Claim involves Developer and the City, and the City has been advised in writing by counsel that there may be legal defenses available to it which are inconsistent with those available to Developer, then the City has the right to select separate counsel to participate in the investigation and defense of and response to such Claim on its own behalf, and Developer shall pay or reimburse the City for all reasonable legal fees and costs incurred by the City because of the selection of such separate counsel.
- (b) Release. Other than to the extent caused by a City Event of Default, Developer hereby releases the City with respect to all Claims regarding any alleged, established or admitted negligent or wrongful act or omission of the City or any agents, contractors, representatives or employees of the City, **INCLUDING ALL CLAIMS CAUSED BY THE NEGLIGENCE OR STRICT LIABILITY OF THE CITY**, but excluding Claims to the extent caused by the gross negligence or willful misconduct of the City. The provisions of this Section will survive the expiration or earlier termination of this Agreement.

ARTICLE VIII DEFAULTS; REMEDIES; TERMINATION

8.1 Default by Developer ("Developer Event of Default").

- (a) Failure to Pay. Developer fails to pay any amount required to be paid hereunder when due and such failure continues for a period of sixty (60) days after written notice thereof from the City.
- (b) Abandonment or Suspension. Following commencement of construction, Developer voluntarily abandons or substantially suspends such construction for more than sixty (60) consecutive days, subject to Force Majeure.
- (c) Failure to Perform Obligations. Without limiting any other provision of this Section, Developer fails to perform any other obligations or duties provided in this Agreement, subject to Force Majeure, after the time for any cure or expiration of any grace period specified therefor, or if no such time is specified, within thirty (30) days after the date of written demand by the City to Developer to perform such obligation and duty, or in the case of a default not susceptible of cure within thirty (30) days, Developer fails promptly to commence to cure such default and thereafter to prosecute diligently such cure to completion within a reasonable time, but in no event longer than one-hundred twenty (120) days after the date of the written demand.

- (d) Insurance. Developer fails to maintain the insurance required under Section 7.1 hereof.
- (e) Assignment. Developer violates the terms of Section 9.12 hereof.
- (f) Receiver and Bankruptcy. A receiver, trustee or custodian is appointed for, or takes possession of, all or substantially all of the assets of Developer, either in a proceeding brought by Developer or in a proceeding brought against Developer, and such appointment is not discharged or such possession is not terminated within ninety (90) days after the effective date thereof or Developer consents to or acquiesces in such appointment or possession; Developer files a petition for relief under the Federal Bankruptcy Code or any other present or future federal or state insolvency, bankruptcy or similar law (all of the foregoing collectively, "Applicable Bankruptcy Law") or an involuntary petition for relief is filed against Developer under any Applicable Bankruptcy Law and such petition is not dismissed within ninety (90) days after the filing thereof, or an order for relief naming Developer is entered under any Applicable Bankruptcy Law, or any composition, rearrangement, extension, reorganization or other relief of debtors now or hereafter existing is requested or consented to by Developer.

8.2 Default by City ("City Event of Default").

- (a) Failure to Pay. City fails to pay any amount required to be paid hereunder when due and such failure continues for a period of sixty (60) days after written notice thereof from Developer.
- (b) Failure to Perform Obligations. Without limiting any other provision of this Section, City fails to perform any other obligations or duties provided in this Agreement after the time for any cure or expiration of any grace period specified therefor, or if no such time is specified, within thirty (30) days after the date of written demand by the Developer to City to perform such obligation and duty, or in the case of a default not susceptible of cure within thirty (30) days, City fails promptly to commence to cure such default and thereafter to prosecute diligently such cure to completion within a reasonable time, but in no event longer than sixty (60) days after the date of the written demand.
- (c) Receiver and Bankruptcy. A receiver, trustee or custodian is appointed for, or takes possession of, all or substantially all of the assets of City, either in a proceeding brought by the City or in a proceeding brought against the City, and such appointment is not discharged or such possession is not terminated within ninety (90) days after the effective date thereof or the City consents to or acquiesces in such appointment or possession; the City files a petition for relief under the Federal Bankruptcy Code or any other present or future federal or state insolvency, bankruptcy or similar law (all of the foregoing collectively, "Applicable Bankruptcy Law") or an involuntary petition for relief is filed against the City under any Applicable Bankruptcy Law and such petition is not dismissed within ninety (90) days after the filing thereof, or an order for relief naming the City is entered under any Applicable Bankruptcy Law, or any composition, rearrangement, extension, reorganization or other relief of debtors now or hereafter existing is requested or consented to by the City.

8.3 City Remedies. Upon the occurrence or the continuance of a Developer Event of Default, in addition to any other remedies at law or in equity, the City may pursue the remedies set forth below:

- (a) Specific Performance. The City may institute an action for specific performance, to the extent permitted by Legal Requirements.
 - (b) Damages. The City may pursue a claim against Developer for actual, but not punitive or consequential, damages.
 - (c) Tolling of Other Obligations. The City may toll performance of its obligations under this Agreement and any required time for performance thereof will be extended by the number of days the Developer Event of Default existed.
- 8.4 Developer Remedies. Upon the occurrence of a City Event of Default, in addition to any other remedies at law or in equity, Developer may pursue the remedies set forth below:
- (a) Termination of the Project. Developer may terminate its obligations under this Agreement.
 - (b) Specific Performance. Developer may institute an action against the City for specific performance, to the extent permitted by Legal Requirements.
 - (c) Damages. Developer may pursue a claim against the City for actual, but not punitive or consequential, damages.
 - (d) Tolling of Other Obligations. Developer may toll performance of its obligations under this Agreement and any required time for performance thereof will be extended by the number of days the City Event of Default existed.
- 8.5 Cumulative Rights/Remedies. The rights and remedies of the parties to this Agreement are cumulative and the exercise by either party of any one or more of such remedies will not preclude the exercise by it, at the same or a different time, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either party with respect to the performance, or manner or time thereof, of any obligation of the other party or any condition to its own obligation under this Agreement will be considered a waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

ARTICLE IX MISCELLANEOUS

- 9.1 Amendments and Modification. Any amendment or modification of this Agreement, including additional obligations assumed by either Party or changes to the Project stated herein and in connection with this Agreement, will only be binding if evidenced in writing as a formal amendment to this Agreement, and agreed to and signed by each Party or an authorized representative of each Party.
- 9.2 Notices. All notices and other communications hereunder shall be in writing and, shall be delivered by hand delivery, expedited courier delivery or mailed (if mailed, by registered or certified mail, return receipt requested, postage prepaid) addressed as follows, and shall be effective upon actual delivery if delivered by hand or by expedited courier delivery or, if mailed, three days after deposit in the United States mail:

If to Developer, to:

P4 Development, LLC
13200 Bee Cave Pkwy.
Bee Cave, TX 78738
Attn: Mr. Patrick Dertien
Phone: 512-739-8310
Email: 13@capitalmkts.com

With a copy to:

Jackson Walker
100 Congress Ave Suite 1100
Austin, TX 78701
Attn: Pam Madere
512-236-2048
pmadere@jw.com

If to the City, to:

Odis Jones, City Manager
500 West Live Oak Street
Hutto, Texas 78634
Phone: (512) 759-4030

With a copy to:

Cara Hanna
500 West Live Oak St.
Hutto, Texas 78634
Phone: (512) 759-4053

Any Party may change its address for receiving notice by giving notice of a new address in the manner herein provided; however, if mailed, notice of such new address will be effective only upon actual receipt by the other party.

- 9.3 Independent Contractor. Developer is an independent contractor with respect to the Project and is not serving as the employee or agent of the City. Nothing contained in this Agreement shall be construed as creating or constituting any partnership, joint venture, employment or agency between the parties. Each of Developer and the City has sole authority and responsibility to employ, discharge and otherwise control its own employees, and the respective employees of Developer and the City are not, and shall not be deemed to be, employees of the other. Neither Party has the right or power to bind or obligate the other Party for any liabilities or obligations without the prior written consent of the other party.
- 9.4 Severability. If any clause or provision of this Agreement is or should ever be held to be illegal, invalid, or unenforceable under any present or future law applicable to the terms hereof, then and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and that in lieu of each such clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as part of this Agreement a clause or

provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable such that the intention of the Parties is effected as closely as is possible.

- 9.5 Construction of Agreement. This Agreement has been reviewed and revised by legal counsel for both Developer and the City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.
- 9.6 Entire Agreement. This Agreement, including the Exhibits hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the Parties in connection therewith. No representation, warranty, covenant, agreement or condition not expressed in this Agreement shall be binding upon the Parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Agreement.
- 9.7 No Waiver. The parties may waive any of the conditions contained herein or any of the obligations of the other Party hereunder, but any such waiver shall be effective only if in writing and signed by the Party waiving such conditions or obligations.
- 9.8 Governing Law; Venue. THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS AND THE OBLIGATIONS OF THE PARTIES HERETO ARE AND SHALL BE PERFORMABLE IN THE COUNTY WHEREIN THE PROPERTY IS LOCATED, AND IF LEGAL ACTION IS NECESSARY BY EITHER PARTY WITH RESPECT TO THE ENFORCEMENT OF ANY TERM OF THIS AGREEMENT, EXCLUSIVE VENUE FOR SAME SHALL LIE IN THE COURTS OF WILLIAMSON COUNTY, TEXAS. BY EXECUTING THIS AGREEMENT, EACH PARTY HERETO EXPRESSLY (A) CONSENTS AND SUBMITS TO PERSONAL JURISDICTION AND VENUE CONSISTENT WITH THE PREVIOUS SENTENCE, (B) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL CLAIMS AND DEFENSES THAT SUCH JURISDICTION AND VENUE ARE NOT PROPER OR CONVENIENT, AND (C) CONSENTS TO THE SERVICE OF PROCESS IN ANY MANNER AUTHORIZED BY TEXAS LAW.
- 9.9 Waiver of Jury Trial. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.
- 9.10 Attorney's Fees. Should any legal action be brought by either party because of a breach of this

Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and such other costs as may be found by the court or arbitrator.

- 9.11 Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of all Persons required to bind any party appear on each counterpart. All counterparties shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterparty containing the respective signatures of, or on behalf of, each of the Parties hereto.
- 9.12 Successors and Assigns. Except as provided in this Section, this Agreement will be binding upon and inure to the benefit of the permitted successors and assigns of the City and Developer, and where the terms "Developer" or "the City" are used in this Agreement, they mean and include their respective permitted successors and assigns. If any Party hereto assigns its interest herein as permitted hereby, the assigning Party will not be released from its obligations hereunder, except to the extent it obtains a written release from the beneficiary Party to such obligations, which such beneficiary party may give or withhold in its sole and absolute discretion.
- 9.13 Assignment. Developer shall have the right to assign, partially assign or subcontract any or all of its obligations under this Agreement subject to the written consent of City. Assignment shall relieve Developer from any of the obligations of this Agreement or of any order (whether written or oral) between City and Developer. Any such assignee or subcontractor shall not be considered the agent of Developer and, as between the Parties hereto.
- 9.14 Force Majeure. Either party hereto shall have the right to suspend performance of an obligation due to a Force Majeure (defined in Appendix I) event which interferes with such Party's ability to act in a manner necessary to perform its obligations hereunder. Force Majeure shall exist provided such Party shall have used its commercially reasonable efforts to mitigate such effects, and such Party shall have given written notice to the other Party, and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence.
- 9.15 Further Acts. In addition to the acts and deeds recited in this Agreement and contemplated to be performed, executed, and/or delivered by the parties, the City and Developer agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered at such time or times as may be necessary or appropriate under this Agreement any and all further lawful acts, deeds, and assurances as are reasonably necessary or appropriate to consummate and implement the transactions and agreements reasonably contemplated hereby.
- 9.16 Survival. Sections shall survive expiration or termination of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each party hereto has signed this Agreement or caused this Agreement to be signed in its corporate name by its officer thereunto duly authorized, all as of the date first above written.

Developer

**P4 RE MANAGEMENT, LLC, A
TEXAS LIMITED LIABILITY
COMPANY**

By: Capital Market Participants, LLC,
Manager



By: Patrick Dertien, Manager

Date: 06/04/2019

City

**CITY OF HUTTO, A MUNICIPAL
CORPORATION**



By: Odis Jones, City Manager

Date: 6/19/19

Approved as to Form:

By: Christanna
Attorney for the City of Hutto

Date: 6/19/19

Attest: Lacie Hale

By: City Secretary

Date: 6/19/2019

APPENDIX I

DEFINED TERMS

1. "Agreement" means this Development Agreement.
2. "Applicable Bankruptcy Law" has the meaning given in Section 10.1(f).
3. "City" means the City of Hutto, Texas, a municipal corporation.
4. "Claim" has the meaning given in Section 9.2(a).
5. "Developer" means P4 Management RE, LLC.
6. "Effective Date" has the meaning given in the introductory paragraph.
7. "Force Majeure" means acts of God, strikes, lockouts or other industrial disturbances, shortages of labor or materials, war, acts of public enemies, terrorism, orders of any kind of the government of the United States, the State of Texas, Williamson County, Texas, City of Hutto, or any other civil or military authority, insurrections, riots, epidemics, landslides, earthquakes, lightning, fires, hurricanes, storms, floods, washouts, other natural disasters, a Party not receiving a governmental permit, license, approval or inspection in time to meet a contractual time period imposed hereunder provided that Party, in good faith, was diligent in the application or request for and prosecution of the process to obtain that permit, license, approval or inspection, restraint of government and people, civil disturbances, explosions, acts or omissions of either Party (or a subdivision thereof) to this Agreement or other causes not reasonably within the control of the party claiming such inability (except that in no event shall Force Majeure include (a) financial inability to perform unless such event, act or cause results primarily from the occurrence of a Force Majeure event described above, or (b) acts of the Party claiming such inability, or a subdivision thereof, including without limitation any ordinances, regulations, orders or similar action by such Party or a subdivision thereof).
8. "Hazardous Materials" means any substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Legal Requirements or common law, as "hazardous substance," "hazardous material," "hazardous waste," "acutely hazardous", "extremely hazardous waste," infectious waste," "toxic substance," "toxic pollutant" or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity, including any petroleum, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas) or derivatives thereof. "Hazardous Materials" also include, without limitation, those substances listed in the United States Department of Transportation Table (49 CFR 172.101, as amended).
9. "Infrastructure" shall have the meaning given in Section 1.4.
10. "Legal Requirements" means mean applicable restrictive covenants, service extension requests, zoning ordinances, and building codes; access, health, safety, environmental, and natural resource protection laws and regulations and all other applicable federal, state, and local, statutes, ordinances, rules, design criteria, regulations, orders, determinations and court decisions.

11. "Lift Station" shall have the meaning given in 1.2(a).
12. "Park Improvements" has the meaning given in Section 1.4.
13. "Party" and "Parties" have the meaning given in the introductory paragraph.
14. "Person" means an individual, corporation, partnership, limited liability company, unincorporated organization, association, joint stock company, joint venture, trust, estate, real estate investment trust, government, agency or political subdivision thereof or other entity, whether acting in an individual, fiduciary or other capacity.
15. "Project" has the meaning given in the second recital.
16. "Project Completion" has the meaning given in Section 3.4(a)
17. "Property" has the meaning given in the first Recital and as shown in Exhibit A.
18. "Roadways" has the meaning given in Section 1.3.
19. "Service Territory" shall have the meaning given in Section 1.2(b).
20. "Subsequent Wastewater Users" shall mean any future developers, properties, or development projects that use or are required to be serviced by the Wastewater Line (defined below).
21. "Wastewater Line" has the meaning given in Section 1.2(b).

Exhibit A
The Property

DESCRIPTION OF A 27.970 ACRE TRACT OF LAND
WILLIAMSON COUNTY, TEXAS

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE N.D. WALLING SURVEY NO. 19, ABSTRACT NO. 675, SITUATED IN WILLIAMSON COUNTY, TEXAS; BEING THE REMAINDER OF THAT CALLED 51.06 ACRE TRACT AS CONVEYED TO CAROLYN PFEIFFER BY GENERAL WARRANTY DEED RECORDED IN VOLUME 1571, PAGE 383 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALL OF THAT CALLED 4.9935 ACRE TRACT AS CONVEYED TO CAROLYN R. PFEIFFER BY QUITCLAIM DEED RECORDED IN DOCUMENT NUMBER 2010027733, ALL OF THAT CALLED 4.9619 ACRE TRACT AS CONVEYED TO CAROLYN R. PFEIFFER BY QUITCLAIM DEED RECORDED IN DOCUMENT NUMBER 2010027734, ALL OF THAT CALLED 4.5314 ACRE TRACT AS CONVEYED TO CAROLYN R. PFEIFFER BY QUITCLAIM DEED RECORDED IN DOCUMENT NUMBER 2010027735, AND ALL OF THAT CALLED 5.6279 ACRE TRACT AS CONVEYED TO CAROLYN R. PFEIFFER BY QUITCLAIM DEED RECORDED IN DOCUMENT NUMBER 2010027736 ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, WHICH INCLUDES A PORTION OF AN OLD COUNTY ROAD RIGHT-OF-WAY AS ABANDONED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, ON DECEMBER 2, 1997, AS RECORDED IN VOLUME 97, PAGE 193 OF THE MINUTES OF SAID COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AS AGENDA ITEM NUMBER 16; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the north right-of-way line of Kaatz Lane (right-of way width varies), at the southwest corner of Lot 1, Block K, Lakeside Estates, Phase 1-A, a subdivision as recorded in Cabinet R, Slides 394-397 of the Plat Records of Williamson County, Texas, being the southeast corner of the above described Pfeiffer 4.9935-acre tract, for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with the north right-of-way line of said Kaatz Lane, S 78°47'57" W a distance of 634.46 feet to a 1/2-inch iron rod with aluminum cap stamped "TXDOT" found at the intersecting north right-of-way line of said Kaatz Lane with the east right-of-way line of Texas State Highway 130-Toll Road (right-of-way width varies), being the most southerly southwest corner of said Pfeiffer 4.9935-acre tract, for the most southerly southwest corner of the herein described tract, from which a 1/2-inch iron rod found bears, S 32°02'53" W a distance of 10.78 feet;

THENCE, with the east right-of-way line of said SH 130, N 26°21'26" E a distance of 88.06 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an interior corner of said Pfeiffer 4.9935-acre tract, for an interior corner of the herein described tract;

THENCE, continuing with the east right-of-way line of said SH 130, N 63°38'35" W a distance of 77.17 feet to a 1/2-inch iron rod with cap stamped "BGE INC" at the most westerly southwest corner of said Pfeiffer 4.9935-acre tract, for the most westerly southwest corner of the herein described tract;

THENCE, continuing with the east right-of-way line of said SH 130, along a curve to the left an arc distance of 1,683.74 feet, having a radius of 4,142.56 feet, a central angle of 23°17'16" and a chord which bears N 14°34'56" E a distance of 1,672.17 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the common west corner of the above described Pfeiffer 5.6279-acre tract and Pfeiffer remainder tract;

THENCE, continuing with the east right-of-way line of said SH 130, N 02°50'49" E a distance of 248.62 feet to a 1/2-inch iron rod found at an exterior corner of said Pfeiffer remainder tract, for an exterior corner of the herein described tract;

THENCE, continuing with the east right-of-way line of said SH 130, S 87°09'16" E a distance of 91.66 feet to a 1/2-inch iron rod with aluminum cap stamped "TXDOT" found at an interior corner of said Pfeiffer remainder tract, for an interior corner of the herein described tract;

THENCE, continuing with the east right-of-way line of said SH 130, N 02°50'43" E a distance of 144.38 feet to a 1/2-inch iron rod found at an interior corner of said Pfeiffer remainder tract, for an interior corner of the herein described tract;

THENCE, continuing with the east right-of-way line of said SH 130, N 87°09'16" W a distance of 91.66 feet to a 1/2-inch iron rod found at an exterior corner of said Pfeiffer remainder tract, for an exterior corner of the herein described tract;

THENCE, continuing with the east right-of-way line of said SH 130, N 02°50'44" E a distance of 49.13 feet to a cotton gin spindle found on the west line of said Pfeiffer remainder tract, at a point of curvature of a curve to the right;

THENCE, continuing with the east right-of-way line of said SH 130, along said curve to the right an arc distance of 248.56 feet, having a radius of 1,500.00 feet, a central angle of 09°29'40" and a chord which bears N 07°35'34" E a distance of 248.28 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the southwest corner of a called 11.24 acre tract as conveyed to Dreamgirl, LP by special warranty deed recorded in Document Number 20098093521 of the Official Public Records of Williamson County, Texas, being the northwest corner of said Pfeiffer remainder tract, for the northwest corner of the herein described tract, from which a disturbed 1/2-inch iron rod with aluminum cap stamped "TXDOT" bears, along a curve to the right an arc distance of 332.99 feet, having a radius of 1,500.00 feet, a central angle of 12°43'09" and a chord which bears N 18°41'59" E, a distance of 332.30 feet;

THENCE, leaving the east right-of-way line of said SH 130, with the south line of said Dreamgirls 11.24-acre tract, S 77°48'35" E a distance of 523.11 feet to a 1/2-inch iron rod with cap stamped "CHAPARRAL 4995" found at the southeast corner of said Dreamgirls 11.24-acre tract, on the west line of Lot 74, Block K, Lakeside Estates Section Four, a subdivision as recorded in Cabinet X, Sides 201-204 of the Plat Records of Williamson County, Texas, for the northeast corner of the herein described tract;

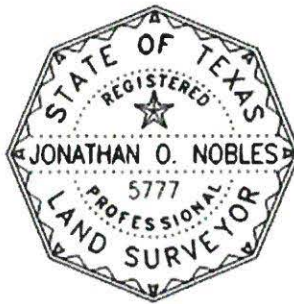
THENCE, with the west line of Lot 74, Block K, of said Lakeside Estates Section Four and the west line of Lot 24-AA, Block K, of the Amended Plat of Lot 24, Block K, Lakeside Estates, Phase 1-A and Lot 34, Block K, Lakeside Estates, Phase 1-B a subdivision as recorded in Cabinet V, Side 292 of the Plat Records of Williamson County, Texas, S 03°48'24" W a distance of 498.96 feet to a 1/2-inch iron rod with cap stamped "CHAPARRAL 4995" found on the west line of said Lot 24-AA, Block K;

THENCE, continuing with the west line of said Lot 24-AA, Block K and the west line of Lakeside Estates, Phase 1-A a subdivision as recorded in Cabinet R, Slides 194-197 of the Plat Records of Williamson County, Texas, S 08°01'21" W, pass a 1/2-inch iron rod found at the northeast corner of said Pfeiffer 5.6279-acre tract at a distance of 190.59 feet and continuing on for a total distance of 394.87 feet to a 1/2-inch iron rod with cap stamped "CHAPARRAL 4995" found on the west line of Lot 20, Block K, of said Lakeside Estates, Phase 1-A;

THENCE, continuing with the west line of said Lakeside Estates, Phase 1-A, S 10°31'25" W, pass a 1/2-inch iron rod found at the common east corner of said Pfeiffer 5.6279-acre tract and the above described Pfeiffer 4.5314-acre tract at a distance of 223.64 feet and continuing on for a total distance of 588.70 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the east line of the above described Pfeiffer 4.9619-acre tract, being on the west line of Lot 12, Block K of said Lakeside Estates, Phase 1-A;

THENCE, continuing with the west line of said Lakeside Estates, Phase 1-A, S 10°57'05" W pass a 1/2-inch iron rod found on the west line of Lot 5, Block K of said Lakeside Estates, Phase 1-A, at the common east corner of said Pfeiffer 4.9619-acre tract and said Pfeiffer 4.9935-acre tract at a distance of 377.32 feet and continuing on for a total distance of 731.12 feet to the **POINT OF BEGINNING** and containing 27.970 acres of land, more or less.

I hereby certify that these notes were prepared by BGE from a survey made on the ground on May 09, 2019 under my supervision and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, Central Zone, NAD 83.




Jonathan O. Nobles RPLS No. 5777
BGE, Inc.

7000 North Mopac, Suite 330
Austin, Texas 78731
Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502

5/13/2019
Date

Date: May 13, 2019
Project No.: 6712-01-0040

6.376/Pravila/PravilaDobrodošliMuziK_Sest108_Sest108_Funkcionalnost1872-01-0040_CompSest_TipDop_3/25/2009 9:25:48 AM WCopy



- | LINE TABLE | | |
|------------|--|---|
| NUMBER | BEARING | DISTANCE |
| L1 | S 32°02'55" W
(S 30°30'42" W) | 10.76'
(8.8607') |
| L2 | N 28°21'28" E
(N 34°21'38" E)
(N 36°30'42" E)
(N 38°37'08" E) | 86.06'
(88.508')
(88.70')
(8.808') |
| L3 | N 63°38'35" W
(N 63°38'30" W)
(N 63°38'00" W) | 77.17'
(77.17')
(77.18') |
| L4 | N 02°50'44" E
(N 02°50'48" E) | 248.82'
(248.82') |
| L5 | S 87°08'16" E
(S 87°08'16" E) | 91.66'
(91.66') |
| L6 | N 02°50'43" E
(N 02°50'43" E) | 144.38'
(144.38') |
| L7 | N 87°08'16" W
(N 87°08'16" W) | 91.66'
(91.66') |
| L8 | N 02°50'44" E
(N 02°50'44" E) | 49.13'
(49.13') |

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	1,883.74' [1,442.967']	4,142.56'	231° 7' 18"	N 14° 34' 56" E	1,872.17'
C2	248.58' (248.58')	1,800.00'	92° 0' 40"	N 07° 35' 34" E	248.28' (248.28')
C3	332.98' (333.37')	1,800.00'	124° 03' 08"	N 08° 14' 58" E	332.30' (333.69')

1. BEARING CORNER IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4603, NAD-83. COORDINATES AND DISTANCES SHOWN ARE SURFACE COORDINATED DATA.

2. THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMPONENT FOR THE TITLE INSURANCE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY UNDER G.F. HARRIS, CITED OFFEROR'S CHAIN OF TITLE.

3. THE PROPERTY LIES IN UNHATCHED ZONE "C" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL FLOOD PROBABILITIES) AND IN ZONE "A" (SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL FLOOD EVENT) 700-YEAR FLOOD PROBABILITIES. ELEVATIONS LISTED AS INDICATIVE OF THE FLOOD INSURANCE RATE MAPS FOR WILCOX COUNTY, TEXAS AND INCORPORATED AREA; MAP NUMBERS ARE NOT NECESSARILY IDENTICAL TO THOSE OF ADJACENT PARCELS. THESE MAP NUMBERS ARE APPROXIMATE; AND ARE NOT DEPICTED AS A RESULT OF AN ON THE GROUND SURVEY. PLEASE REFER TO FEMA PLAN FOR ADDITIONAL WORKING IN SPECIAL FLOOD HAZARD AREAS.)

4. ANY VERIFIABLE IMPROVEMENTS TO THE PROPERTY ARE AS SHOWN ON THIS SURVEY.

5. FIELDWORK COMPLETED ON 06/09/2018.

106. ELECTRIC TRANSMISSION AND DISTRIBUTION LINE EASEMENTS RECORDED IN VOLUME 209, PAGE 448, VOLUME 310, PAGE 443, VOLUME 350, PAGE 186 AND VOLUME 367, PAGE 526, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT PROPERTY, BUT ARE UNABLE TO BE PLOTTED FROM INFORMATION CURRENTLY AVAILABLE.

ELECTRIC TRANSMISSION AND DISTRIBUTION LINE EASEMENTS RECORDED IN VOLUME 801, PAGE 288, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT PROPERTY.

ELECTRIC TRANSMISSION AND DISTRIBUTION LINE EASEMENTS RECORDED IN VOLUME 801, PAGE 289, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT PROPERTY.

- 10c. SOUTHWESTERN BELL TELEPHONE COMPANY EASEMENT RECORDED IN VOLUME 308, PAGE 82; DEED RECORDS, WILSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT PROPERTY, BUT IS UNABLE TO BE PLOTTED FROM INFORMATION CURRENTLY AVAILABLE.
- 10d. EASEMENT RECORDED IN VOLUME 434, PAGE 551; DEED RECORDS, WILSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT PROPERTY, BUT IS UNABLE TO BE PLOTTED FROM INFORMATION CURRENTLY AVAILABLE.
- 10e. WATER PIPELINE EASEMENTS RECORDED IN VOLUME 581, PAGE 841; VOLUME 581, PAGE 78; DEED RECORDS, WILSON COUNTY, TEXAS, DO NOT AFFECT THE SUBJECT PROPERTY, AND ARE UNABLE TO BE PLOTTED FROM INFORMATION CURRENTLY AVAILABLE.
- 10f. MEMORANDUM OF LEASE RECORDED IN DOCUMENT NO. 2000041058, OFFICIAL PUBLIC RECORDS, WILSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT PROPERTY. (NOT PLOTTABLE)
- 10g. MEMORANDUM OF LEASE RECORDED IN DOCUMENT NO. 2000262552, OFFICIAL PUBLIC RECORDS, WILSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT PROPERTY. (NOT PLOTTABLE)

TO P4 DEVELOPMENT, LLC, CAROLYN PFEFFER AKA CAROLYN R. PFEFFER AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY;

I, JONATHAN O. NOBLES, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, AND THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS' STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION # SURVEY.

DATE OF PLAT OR MAP: MAY 31, 2019.

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



BGE
BGE, Inc.
7000 North Mopac, Suite 330, Austin, TX 78731
Tel: 512-876-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

LAND TITLE SURVEY OF
27.970 ACRES OUT OF THE
ND WALLING SURVEY NO. 19
ABSTRACT NO. 675, SITUATED IN
THE CITY OF HUTTO
WILLIAMSON COUNTY, TEXAS

PARTY CHIEF: M.R.	ISSUE DATE: 05/31/2018	SHEET 1 OF 1
TECHNICIAN: M.C.	SCALE: 1"=100'	
R.P.L.S.: J.N.	JOB NUMBER: 8712-01-0040	
FIELD BOOK NAME:		
BASE FILE: \\C:\Program Files\Development\Public\Drawn\Survey		

Exhibit B
The Project

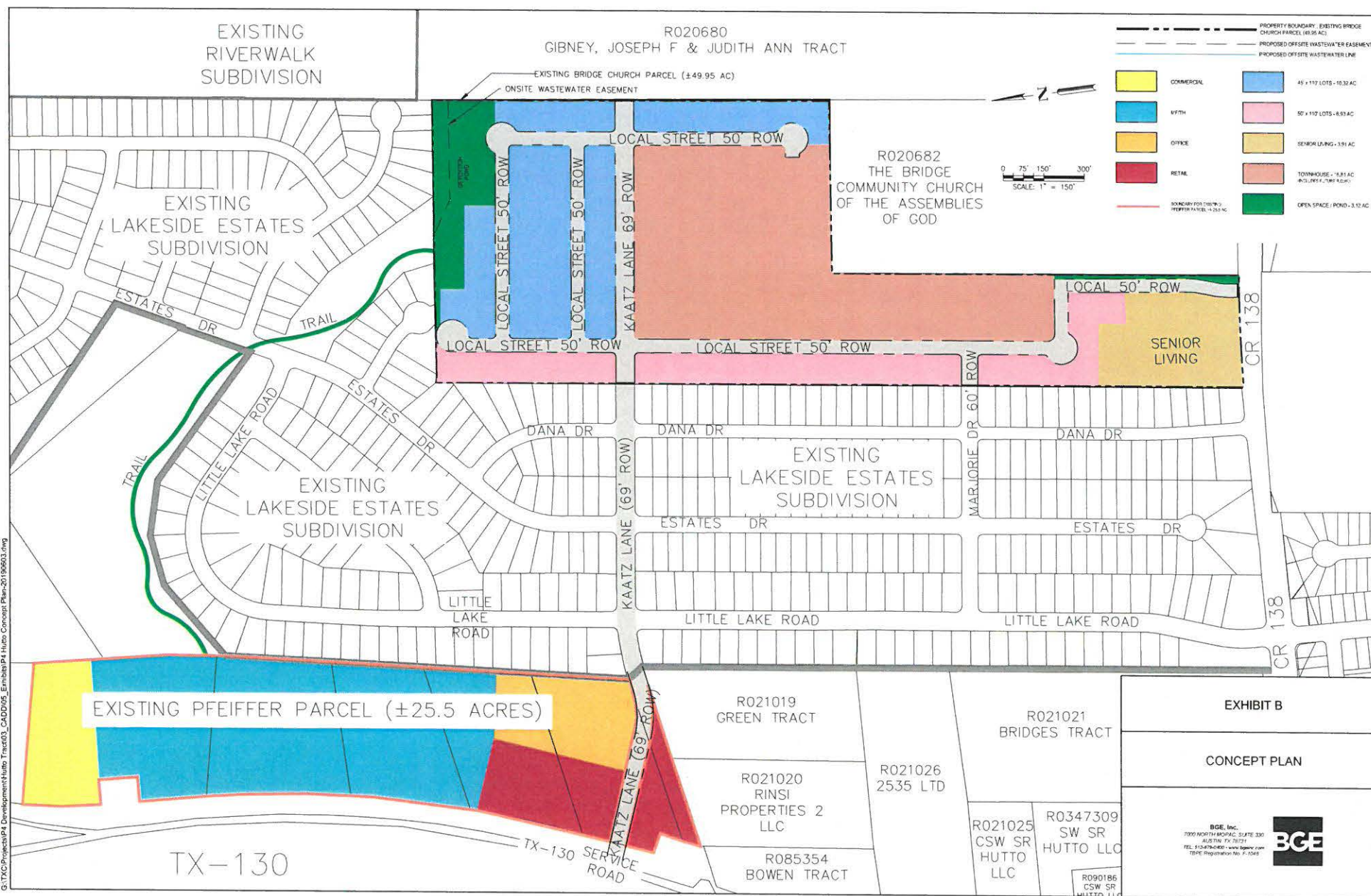


Exhibit C
Wastewater Line and Associated Facilities



Exhibit D
Pro Rata Share Agreement

PRO RATA SHARE AGREEMENT

This Pro Rata Share Agreement ("Agreement") is entered into this 19 day of June, 2019 (the "Effective Date"), by and between the CITY OF HUTTO, TEXAS, a Texas home rule city ("City"), and P4 RE Management, LLC, a Texas Corporation (the "Developer"). The City and Developer are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Developer desires to develop the tract of land described in **Exhibit "A"** as part of the development known as the "Covered Bridge" development ("Development"); and

WHEREAS, in order to accommodate the Development, the City has requested (i) pre-payment of part of the Wastewater Impact Fees, (ii) decommissioning of the Lakeside Estates Lift Station, (iii) rerouting of the flows from the Lakeside Estates Lift Station, and (iv) construction of an oversized gravity wastewater line to serve additional adjacent developments. The City has found and determined that cooperation between the City and Developer to further the mutual development of the Parties respective sites will further the public interest and welfare, and that the benefits that will accrue to the City are consistent with the City's economic development objectives; and

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

I.

Authority; Agreements

1.1. Authority. The City's execution of this Agreement constitutes a valid and binding obligation of the City in the event Developer complies with the conditions as stated herein. The City acknowledges that Developer is acting in reliance upon the City's performance of its obligations under this Agreement in making its decision to commit substantial resources and money to fulfill the City's requests. Both Developer and City are authorized to enter into this agreement.

1.2. Agreements.

1.2.1. Developer. Developer agrees to take all necessary and reasonable steps to complete construction of the Wastewater Line and decommission the Lift Station (the "Project") under this Agreement, and to reimburse the City for any costs associated with obtaining any necessary easements on Developer's behalf to complete the Project.

1.2.2. City. By execution of this Agreement, it is expressly understood that the City does not assume any obligations which may arise under any terms of an agreement previously entered into or which may in the future be entered into by the Developer with a third Party for the construction of the Wastewater Line and/or Lift Station. The City agrees to obtain and/or make available easements and rights-of-way, together with necessary working space, as required to construct the Wastewater Line and Lift Station, provided that the Developer reimburses the City for the costs and expense obligations for such acquisitions, including appraisal and legal fees. The City further agrees to pay 50% of impact fees received by the City for use of the Wastewater Line to Developer under the terms of this Agreement.

II.

Developer Obligations

2.1 Developer will study, design, and construct the necessary infrastructure to decommission the Lakeside Estates Lift Station ("Lift Station"), as approved by the city, substantially conforming to the specifications attached to this Agreement as **Exhibit "B."**

- 2.2 Developer, at its own expense, will construct an upsized gravity wastewater line ("Wastewater Line") from the Development to the north along FM 685 across Riverwalk Drive, substantially conforming to the specifications attached to this Agreement as **Exhibit "C."** The design of the Wastewater Line shall be reviewed and approved by the City prior to construction. The Wastewater Line shall be sized to accommodate the (i) existing flows into the Lift Station, (ii) the additional flows from the Development, and (iii) future flows that may occur from the Gibney Development as well as other developments within the wastewater sewershed.

III.

City Obligations

- 3.1 City shall not unreasonably withhold, condition, or delay its approval of the design of either the Lift Station Decommissioning or the Wastewater Line upgrades when submitted by the Developer to the City.
- 3.2 Payment of Rebates
- 3.2.1 *Impact Fee Rebates.* The City shall require any future developer or property owner that connects to the Wastewater Line ("Subsequent Wastewater Users") to pay an impact fee for tapping into the Wastewater Line. The City Engineer will verify and review construction of the Wastewater Line upon completion. Upon satisfactory construction and approval of the Wastewater Line, the City will reimburse Developer for actual out-of-pocket costs, also verified by the City Engineer, of the Wastewater Line not to exceed **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000)** from impact fees received by the City from Subsequent Wastewater Users. Such reimbursements shall be paid in accordance with the following reimbursement schedule: 50% of Wastewater Impact Fees received by the City for Subsequent Users of the Wastewater Line to be reimbursed to Developer until repaid in full. Payments are to be made quarterly to Developer.
- 3.2.2 Developer shall continue to receive such Subsequent Wastewater Reimbursements until such time as Developer is fully reimbursed for the actual cost of the Wastewater Line as verified by the City Engineer. The City shall commence paying Developer the Subsequent Wastewater Reimbursements within 30 days upon receipt of impact fee from any Subsequent Wastewater Users. The City's obligation to make payments to Developer for the actual cost of the upsizing of the Wastewater Line shall expire upon payment in full of the actual costs of the Wastewater Line by the applicable 50% of the wastewater impact fees collected from Subsequent Users.
- 3.2.3 Developer, upon completion of the Wastewater Line and Lift Station, will furnish the City a certified itemized list of quantities, materials, and any related construction costs to the Developer. Such itemized list, after audit and approval by the City, will determine the actual total construction costs eligible for reimbursement by pro rata fees to the Developer.
- 3.3 The City shall obtain any easements required for the Lift Station and/or Wastewater Line, and the City will make available, at no cost to the Developer, the right to use any rights-of-way or easements held by the City. Recognizing the regional benefit to the City and its residents accruing from such Lift Station and Wastewater Line, the City agrees to acquire any such easements by utilizing the City's power of eminent domain, and, to the extent necessary, to promptly initiate and diligently pursue the condemnation of the easements in question. The City's costs of acquiring any required easement or right-of-way by eminent domain or condemnation shall be paid for by the Developer. Developer shall pay the City for those costs within 30 days of the acquisition and receipt of the City's invoice. Such costs shall be pre-approved by the Developer and not unreasonably withheld; notwithstanding, the City reserves the right to not move forward with condemnation. The amount paid by the Developer to the City under this section shall be considered part of the Costs of the Lift Station and Wastewater Line as described in Section II.

IV.

Term

- 4.1 Term of Agreement. The term of this Agreement shall commence on the Effective Date and shall continue until the obligations herein are satisfied or until this Agreement is otherwise earlier terminated pursuant to the terms hereof.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

V.

Representations and Warranties

5.1 Representations and Warranties of Developer.

- 5.1.1. **Authorization.** Developer is a limited liability company duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to perform its obligations under this Agreement.
- 5.1.1 **Performance.** Performance of this Agreement will not result in any breach of, or constitute any default under, any agreement or other instrument to which Developer is a Party or by which Developer may be bound.
- 5.1.2 **Execution.** The execution and delivery by Developer of, and Developer's performance under, this Agreement are within Developer's powers and have been duly authorized by all requisite organizational action. The person executing this Agreement on behalf of Developer has the authority to do so. This Agreement constitutes the legal, valid and binding obligation of Developer enforceable in accordance with its terms.
- 5.1.3 **Litigation.** Developer has not received written notice and has no actual knowledge of any litigation pending or threatened against Developer that might adversely affect the Development or Developer's ability to perform its obligations under this Agreement.

5.2 Representations and Warranties of City.

- 5.2.1 **Authorization.** The City has full right and authority to enter into this Agreement and to consummate the transactions described in this Agreement.
- 5.2.2 **Performance.** Performance of this Agreement will not result in any breach of, or constitute any default under, any agreement or other instrument to which the City is a Party or by which the City may be bound.
- 5.2.3 **Execution.** The execution and delivery of, and the City's performance under, this Agreement are within the City's powers and have been duly authorized by all requisite municipal action. The City Manager executing this Agreement on behalf of the City is duly authorized to do so without action by the City Council. This Agreement constitutes the legal, valid and binding obligation of the City enforceable in accordance with its terms.

VI.

Miscellaneous

- 6.1 **Severability.** If any clause or provision of this Agreement is or should ever be held to be illegal, invalid, or unenforceable under any present or future law applicable to the terms hereof, then and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and that in lieu of each such clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable such that the intention of the Parties is effected as closely as is possible.
- 6.2 **Assignment.** Developer shall have the right to assign its rights under the Payment of Rebates in Section 3.2 of this Agreement, subject to written notification to and approval of the City. Assignment shall not relieve Developer from any of the obligations of this Agreement or of any order (whether written or verbal) between the City and Developer. Assignee shall not be considered an agent of Developer.
- 6.3 **Construction of Agreement.** This Agreement has either been reviewed and revised by legal counsel for both Developer and the City or the Parties have had the opportunity to do so, and no presumption or rule that

ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

6.4 Amendments and Modification. Any amendment or modification of this Agreement, including additional obligations assumed by either Party and in connection with this Agreement, will only be binding if evidenced in writing as a formal amendment to this Agreement, and agreed to and signed by each Party or an authorized representative of each Party.

6.5 No Waiver. The Parties may waive any of the conditions contained herein or any of the obligations of the other Party hereunder, but any such waiver shall be effective only if in writing and signed by the Party waiving such conditions or obligations.

6.6 Governing Law; Venue. THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS AND THE OBLIGATIONS OF THE PARTIES HERETO ARE AND SHALL BE PERFORMABLE IN THE COUNTY WHEREIN THE DEVELOPMENT IS LOCATED, AND IF LEGAL ACTION IS NECESSARY BY EITHER PARTY WITH RESPECT TO THE ENFORCEMENT OF ANY TERM OF THIS AGREEMENT, EXCLUSIVE VENUE FOR SAME SHALL LIE IN THE COURTS OF WILLIAMSON COUNTY, TEXAS.

6.7 Notices. All notices and other communications hereunder shall be in writing and, shall be delivered by hand delivery, expedited courier delivery or mailed (if mailed, by registered or certified mail, return receipt requested, postage prepaid) addressed as follows, and shall be effective upon actual delivery if delivered by hand or by expedited courier delivery or, if mailed, three days after deposit in the United States mail:

If to Developer, to:

P4 Development, LLC
13200 Bee Cave Pkwy.
Bee Cave, TX 78738
Attn: Mr. Patrick Dertien
Phone: 512-739-8310
Email: 13@capitalmkts.com

With a copy to:

Jackson Walker
100 Congress Ave Suite 1100
Austin, TX 78701
Attn: Pam Madere
512-236-2048
pmadere@jw.com

If to the City, to:

Odis Jones, City Manager
500 West Live Oak Street
Hutto, Texas 78634
Phone: (512) 759-4030

With a copy to:

Cara Hanna
City Attorney
500 West Live Oak Street
Hutto, Texas 78634
Phone: (512) 759-4053

Any Party may change its address for receiving notice by giving notice of a new address in the manner herein provided; however, if mailed, notice of such new address will be effective only upon actual receipt by the other Party.

6.8 Attorney's Fees. Should any legal action be brought by either Party because of a breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and such other costs as may be found by the court or arbitrator.

6.9 Force Majeure. Either Party hereto shall have the right to suspend performance of an obligation due to a Force Majeure event which interferes with such Party's ability to act in a manner necessary to perform its obligations hereunder. Force Majeure shall mean any event or circumstances (whether arising from natural

causes, human or governmental agency or otherwise) beyond the reasonable control of the Party invoking Force Majeure, including strikes, lockouts or other labor disputes, civil strife, war, terrorist attack, casualty, earthquake, riot, heavy rains, flood, fire, or acts of God, delays due the City's failure to timely issue permits, or any other cause beyond the reasonable control of the Party invoking this section, and if such Party shall have used its commercially reasonable efforts to mitigate such effects, and such Party shall have given written notice to the other Party, and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence.

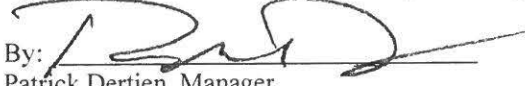
6.10 Further Acts. In addition to the acts and deeds recited in this Agreement and contemplated to be performed, executed, and/or delivered by the Parties, the City and Developer agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered at such time or times as may be necessary or appropriate under this Agreement any and all further lawful acts, deeds, and assurances as are reasonably necessary or appropriate to consummate and implement the transactions and agreements reasonably contemplated hereby.

IN WITNESS WHEREOF, each Party hereto has signed this Agreement or caused this Agreement to be signed in its corporate name by its officer thereunto duly authorized, all as of the date first above written.

Developer

P4 RE MANAGEMENT, LLC, a Texas limited liability company

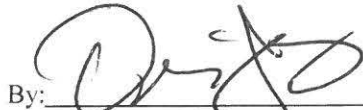
By: Capital Market Participants, LLC, its manager

By: 
Patrick Dertien, Manager

Date: 06/04/2019

City

CITY OF HUTTO, a municipal corporation

By: 
Odie Jones, City Manager

Date: 6/19/19

Attested:

By: 
Annie Hale
City Secretary

Date: 6/19/2019

Approved as to Form:

By: 
Melissa Secor
Attorney for the City of Hutto

Date: 06/18/19

DESCRIPTION OF A 27.970 ACRE TRACT OF LAND
WILLIAMSON COUNTY, TEXAS

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE N.D. WALLING SURVEY NO. 19, ABSTRACT NO. 675, SITUATED IN WILLIAMSON COUNTY, TEXAS; BEING THE REMAINDER OF THAT CALLED 51.06 ACRE TRACT AS CONVEYED TO CAROLYN PFEIFFER BY GENERAL WARRANTY DEED RECORDED IN VOLUME 1571, PAGE 383 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALL OF THAT CALLED 4.9935 ACRE TRACT AS CONVEYED TO CAROLYN R. PFEIFFER BY QUITCLAIM DEED RECORDED IN DOCUMENT NUMBER 2010027733, ALL OF THAT CALLED 4.9619 ACRE TRACT AS CONVEYED TO CAROLYN R. PFEIFFER BY QUITCLAIM DEED RECORDED IN DOCUMENT NUMBER 2010027734, ALL OF THAT CALLED 4.5314 ACRE TRACT AS CONVEYED TO CAROLYN R. PFEIFFER BY QUITCLAIM DEED RECORDED IN DOCUMENT NUMBER 2010027735, AND ALL OF THAT CALLED 5.6279 ACRE TRACT AS CONVEYED TO CAROLYN R. PFEIFFER BY QUITCLAIM DEED RECORDED IN DOCUMENT NUMBER 2010027736 ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, WHICH INCLUDES A PORTION OF AN OLD COUNTY ROAD RIGHT-OF-WAY AS ABANDONED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, ON DECEMBER 2, 1997, AS RECORDED IN VOLUME 97, PAGE 193 OF THE MINUTES OF SAID COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AS AGENDA ITEM NUMBER 16; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the north right-of-way line of Kaatz Lane (right-of way width varies), at the southwest corner of Lot 1, Block K, Lakeside Estates, Phase 1-A, a subdivision as recorded in Cabinet R, Slides 394-397 of the Plat Records of Williamson County, Texas, being the southeast corner of the above described Pfeiffer 4.9935-acre tract, for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with the north right-of-way line of said Kaatz Lane, S 78°47'57" W a distance of 634.46 feet to a 1/2-inch iron rod with aluminum cap stamped "TXDOT" found at the intersecting north right-of-way line of said Kaatz Lane with the east right-of-way line of Texas State Highway 130-Toll Road (right-of-way width varies), being the most southerly southwest corner of said Pfeiffer 4.9935-acre tract, for the most southerly southwest corner of the herein described tract, from which a 1/2-inch iron rod found bears, S 32°02'53" W a distance of 10.78 feet;

THENCE, with the east right-of-way line of said SH 130, N 26°21'26" E a distance of 88.06 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an interior corner of said Pfeiffer 4.9935-acre tract, for an interior corner of the herein described tract;

THENCE, continuing with the east right-of-way line of said SH 130, N 63°38'35" W a distance of 77.17 feet to a 1/2-inch iron rod with cap stamped "BGE INC" at the most westerly southwest corner of said Pfeiffer 4.9935-acre tract, for the most westerly southwest corner of the herein described tract;

THENCE, continuing with the east right-of-way line of said SH 130, along a curve to the left an arc distance of 1,683.74 feet, having a radius of 4,142.56 feet, a central angle of 23°17'16" and a chord which bears N 14°34'56" E a distance of 1,672.17 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the common west corner of the above described Pfeiffer 5.6279-acre tract and Pfeiffer remainder tract;

THENCE, continuing with the east right-of-way line of said SH 130, N 02°50'49" E a distance of 248.62 feet to a 1/2-inch iron rod found at an exterior corner of said Pfeiffer remainder tract, for an exterior corner of the herein described tract;

THENCE, continuing with the east right-of-way line of said SH 130, S 87°09'16" E a distance of 91.66 feet to a 1/2-inch iron rod with aluminum cap stamped "TXDOT" found at an interior corner of said Pfeiffer remainder tract, for an interior corner of the herein described tract;

THENCE, continuing with the east right-of-way line of said SH 130, N 02°50'43" E a distance of 144.38 feet to a 1/2-inch iron rod found at an interior corner of said Pfeiffer remainder tract, for an interior corner of the herein described tract;

THENCE, continuing with the east right-of-way line of said SH 130, N 87°09'16" W a distance of 91.66 feet to a 1/2-inch iron rod found at an exterior corner of said Pfeiffer remainder tract, for an exterior corner of the herein described tract;

THENCE, continuing with the east right-of-way line of said SH 130, N 02°50'44" E a distance of 49.13 feet to a cotton gin spindle found on the west line of said Pfeiffer remainder tract, at a point of curvature of a curve to the right;

THENCE, continuing with the east right-of-way line of said SH 130, along said curve to the right an arc distance of 248.56 feet, having a radius of 1,500.00 feet, a central angle of 09°29'40" and a chord which bears N 07°35'34" E a distance of 248.28 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the southwest corner of a called 11.24 acre tract as conveyed to Dreamgirl, LP by special warranty deed recorded in Document Number 20098093521 of the Official Public Records of Williamson County, Texas, being the northwest corner of said Pfeiffer remainder tract, for the northwest corner of the herein described tract, from which a disturbed 1/2-inch iron rod with aluminum cap stamped "TXDOT" bears, along a curve to the right an arc distance of 332.99 feet, having a radius of 1,500.00 feet, a central angle of 12°43'09" and a chord which bears N 18°41'59" E, a distance of 332.30 feet;

THENCE, leaving the east right-of-way line of said SH 130, with the south line of said Dreamgirls 11.24-acre tract, S 77°48'35" E a distance of 523.11 feet to a 1/2-inch iron rod with cap stamped "CHAPARRAL 4995" found at the southeast corner of said Dreamgirls 11.24-acre tract, on the west line of Lot 74, Block K, Lakeside Estates Section Four, a subdivision as recorded in Cabinet X, Sides 201-204 of the Plat Records of Williamson County, Texas, for the northeast corner of the herein described tract;

THENCE, with the west line of Lot 74, Block K, of said Lakeside Estates Section Four and the west line of Lot 24-AA, Block K, of the Amended Plat of Lot 24, Block K, Lakeside Estates, Phase 1-A and Lot 34, Block K, Lakeside Estates, Phase 1-B a subdivision as recorded in Cabinet V, Side 292 of the Plat Records of Williamson County, Texas, S 03°48'24" W a distance of 498.96 feet to a 1/2-inch iron rod with cap stamped "CHAPARRAL 4995" found on the west line of said Lot 24-AA, Block K;

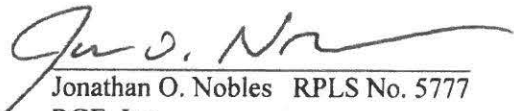
THENCE, continuing with the west line of said Lot 24-AA, Block K and the west line of Lakeside Estates, Phase 1-A a subdivision as recorded in Cabinet R, Slides 194-197 of the Plat Records of Williamson County, Texas, S 08°01'21" W, pass a 1/2-inch iron rod found at the northeast corner of said Pfeiffer 5.6279-acre tract at a distance of 190.59 feet and continuing on for a total distance of 394.87 feet to a 1/2-inch iron rod with cap stamped "CHAPARRAL 4995" found on the west line of Lot 20, Block K, of said Lakeside Estates, Phase 1-A;

THENCE, continuing with the west line of said Lakeside Estates, Phase 1-A, S 10°31'25" W, pass a 1/2-inch iron rod found at the common east corner of said Pfeiffer 5.6279-acre tract and the above described Pfeiffer 4.5314-acre tract at a distance of 223.64 feet and continuing on for a total distance of 588.70 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the east line of the above described Pfeiffer 4.9619-acre tract, being on the west line of Lot 12, Block K of said Lakeside Estates, Phase 1-A;

THENCE, continuing with the west line of said Lakeside Estates, Phase 1-A, S 10°57'05" W pass a 1/2-inch iron rod found on the west line of Lot 5, Block K of said Lakeside Estates, Phase 1-A, at the common east corner of said Pfeiffer 4.9619-acre tract and said Pfeiffer 4.9935-acre tract at a distance of 377.32 feet and continuing on for a total distance of 731.12 feet to the **POINT OF BEGINNING** and containing 27.970 acres of land, more or less.

I hereby certify that these notes were prepared by BGE from a survey made on the ground on May 09, 2019 under my supervision and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, Central Zone, NAD 83.

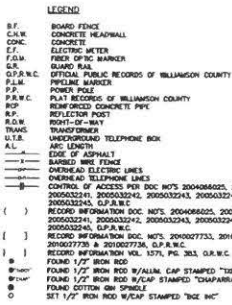



Jonathan O. Nobles RPLS No. 5777

BGE, Inc.
7000 North Mopac, Suite 330
Austin, Texas 78731
Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502

5/13/2019
Date

Date: May 13, 2019
Project No.: 6712-01-0040

[illegible]

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	1,883.74' [14,423.87']	4,142.56'	231°7'38"	N 14°34'58" E	1,672.17'
C2	248.56' [248.38']	1,500.00'	92°38'40"	N 07°35'34" E	248.28'
C3	332.96' [333.37']	1,500.00'	127°43'00"	N 18°41'50" E	332.30'

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
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C3	332.96' [333.37']	1,500.00'	127°43'00"	N 18°41'50" E	332.30'

RESTRICTIVE COVENANT AND EASEMENT NOTES:

109. ELECTRIC TRANSMISSION AND DISTRIBUTION LINE EASEMENTS RECORDED IN VOLUME 299, PAGE 489, VOLUME 310, PAGE 843, VOLUME 350, PAGE 196 AND VOLUME 387, PAGE 526, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT PROPERTY, BUT ARE UNABLE TO BE PLOTTED FROM INFORMATION CURRENTLY AVAILABLE.

ELECTRIC TRANSMISSION AND DISTRIBUTION LINE EASEMENTS RECORDED IN VOLUME 801, PAGE 289, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT PROPERTY.

10c. SOUTHWESTERN BELL TELEPHONE COMPANY EASEMENT RECORDED IN VOLUME 308, PAGE 628, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT PROPERTY, BUT IS UNABLE TO BE PLOTTED FROM INFORMATION CURRENTLY AVAILABLE.

10d. EASEMENT RECORDED IN VOLUME 424, PAGE 351, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT PROPERTY, BUT IS UNABLE TO BE PLOTTED FROM

104. MEMORANDUM OF LEASE RECORDED IN DOCUMENT NO. 2000041058, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT PROPERTY. (NOT RECORDED)

10g MEMORANDUM OF LEASE RECORDED IN DOCUMENT NO. 2005035050, OFFICIAL PUBLIC RECORDS, WILLAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT PROPERTY. (NOT PLOTTABLE)

TO F4 DEVELOPMENT, LLC, CAROLYN PFEFFER AKA CAROLYN R. PFEFFER AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY;

SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION 8 SURVEY.
DATE OF PLAT OR MAP: MAY 31, 2010.


 JONATHAN O. NOBLES RPLS NO. 5777
 AGE, INC.
 7000 NORTH WOPAC, SUITE 330
 AUSTIN, TEXAS 78731
 TELEPHONE: (512) 878-0460



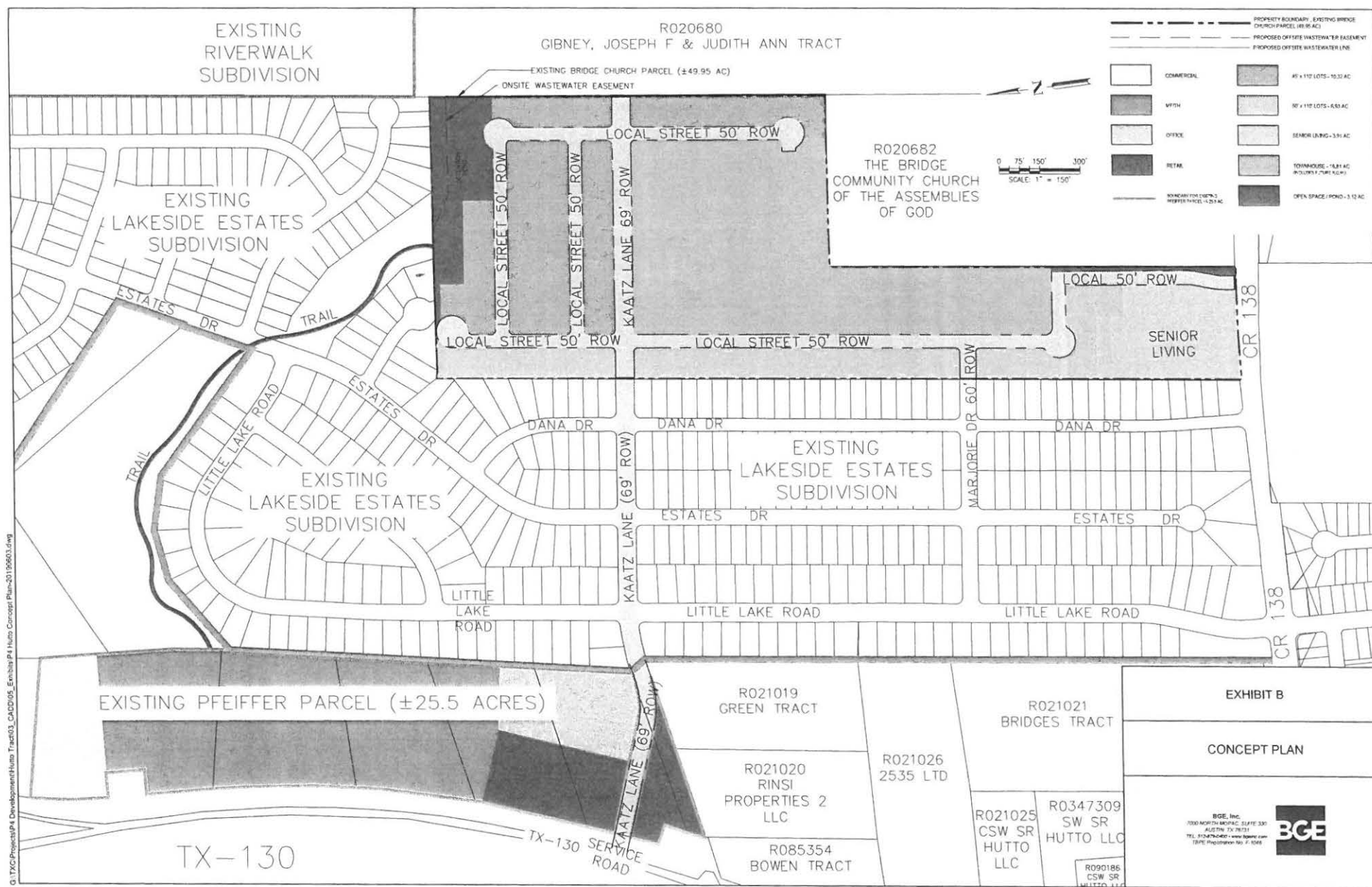
AGE Inc.

BGE 7000 North Mopac, Suite 330, Austin, TX 78731
Tel: 512-679-0400 • www.bgeinc.com
TDP, L.S. Licensed Surveying Firm No. 10106502

27.970 ACRES OUT OF THE
ND WALLING SURVEY NO. 19
ABSTRACT NO. 675, SITUATED IN
THE CITY OF HUTTO

WILLIAMSON COUNTY, TEXAS					
PARTY CHIEF:	M.R.	ISSUE DATE:	05/31/2019	SHEET	1
TECH/BRIAN:	M.C.	SCALE:	1"=100'		
R.P.S.:	J.M.	JOB NUMBER:	8712-01-0040		
FIELD BOOK NAME:					
BY: [Signature] DATE: [Blank]					

BASE FILE:	VOL 70-100000-100000-100000
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Covered Bridge PUD

Planned Unit Development

(Amended per 12-7-19 Lakeside resident requests, that can be accommodated by developer.)

1. GENERAL PROVISIONS

A. Title

This ordinance is known as the "Covered Bridge & Pfeiffer Tract Planned Unit Development Ordinances" and may be cited as "Covered Bridge PUD".

B. Purpose and Intent

The purpose of this plan is to ensure a PUD which: 1) is equal to, superior than/ or more consistent than that which would occur under the City of Hutto Code of Ordinance in effect on the adoption of this ordinance, 2) is in compliance with the intent of the Development Agreement (DA) executed on June, 19, 2019, 3) is adequately provisioned by essential public facilities and services, including streets, fire protection, water and sanitation for the development and surrounding area.

C. Applicability to City Ordinances

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

D. Severability

In case one or more provisions contained of the 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 not be construed as if such invalid, illegal or unenforceable provision had never been contained in this Plan.

E. Amendments to Ordinance

Technical, site planning or engineering considerations that meet the intent of this PUD may call for minor deviations from the approved PUD and/or adjustment of the location or up to 10% change to the size of the land use areas as depicted in Exhibit A (conceptual land use plan). Density decreased of less than five (5) percent or increases of less than ~~ten (10)~~ five (5) percent

will be treated as minor deviations. The Development Services Department, or any subsequent authority, may approve minor deviations administratively, if the deviations promote flexibility in design and are consistent with the intent of the original PUD approval.

An administrative approval is a ruling that would permit a practice that is not consistent with a specific provision of this ordinance but is justified by the provisions of the Section 1.B Intent and Purpose above

The request for an amendment to the PUD Ordinance, which is required to a public hearing, shall not subject the entire application to public hearing, but only that portion necessary to rule on the specific issue requiring the relief.

F. Definitions

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

2. DEVELOPMENT PLAN

- A. Unless otherwise modified below, the development shall meet the development standards of the base zoning districts SF-1 Residential (single household detached); SF-2 Residential (single family attached); MF - Multi-unit Residential (multi-family residential buildings); and B-~~2-1~~ Commercial – (~~general~~Local Neighborhood Commercial / Retail Services), as illustrated on Exhibit A (Conceptual Land Use Plan), and any other applicable requirements established in the UDC.

B. Permitted Uses in the PUD

- (i) The purpose of the Plan is to provide a mixed-use development including retail, residential services (e.g. coffee shop, restaurants, day care, etc.) office, ~~hotel~~, medical/senior living and a mixture of housing options. Exhibit A, the conceptual land use plan, illustrates the base zoning districts as SF-1, SF-2, MF & B-~~2-1~~. Unless otherwise modified below, the uses permitted in these zoning districts by the UDC shall be permitted.
- (ii) Areas to be developed as Townhouse, as depicted in Exhibit A, may include single family detached (SF-1 condominium regime or fee simple w/common area interest) and/or single family attached (SF-2 townhouse), not to exceed 14 units per acre for each.
- (iii) Areas to be developed as standard single family residential detached (SF-1), as depicted on Exhibit A.
- (iv) Areas to be developed as MF (Multi-family) may include multi-floor residential buildings up to 6-3 stories and shall not to exceed 36-28 doors per acre. Vehicular egress from MF areas to Kaatz Lane shall be prohibited by physical means (e.g. one-way gated entry to MF areas from Kaatz). All vehicular egress from MF area shall be to SH 130.

(iv) —

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~~(v) Hotel(s) shall not exceed 8 stories and shall be allowed a minimum of one (1) parking space per guest room, instead of the 1.2 spaces/room stipulated in the Section 10.405.9 table of the UDC.~~

C. Phasing

- (i) ~~In general, the development will be developed from west to east.~~ A detailed phasing plan shall be reviewed and approved with the preliminary plan or site plan submitted as part of the formal permitting process, if applicable.
- (ii) Developer may reduce each phase size to 5% of the total number of lots in the development if it meets utility, health, and safety requirements. All other requirements in 10.605.3 apply to the development.

3. DEVELOPMENT STANDARDS

A. General standards

(i) Development Standards

	UDC Section Reference	SF-2 Attached Townhouse (alley loaded design)	SF-1 Detached Condominium (alley loaded design)	SF-1 Standard Single Family Detached	MF	B-21
Lot area (min)	10.403.3	1,400 sq. ft.	3,000 sq. ft.	4,950 sq. ft.	Per UDC	Per UDC
Lot width at building line (min)	10.403.3	20'	30'	45'	Per UDC	Per UDC
Side yard setback (min)	10.403.4	5' / 0' for common walls (Per UDC)	5' (Per UDC)	5' (Per UDC)	Per UDC	Per UDC
Side and rear yard for accessory building (min)	10.403.4	5' / 0' for common walls (Per UDC)	5' (Per UDC)	5' (Per UDC)	Per UDC	Per UDC
Building height	10.403.4	35 40 ft. / 2.5 3 stories	35 ft. / 2.5 stories	35 ft. / 2.5 stories	65 40 ft. / 6 3 stories	85 40 ft. / 8 3 stories
Front setback ¹	10.403.4	15'	15'	20'	Per UDC	Per UDC
Rear setback ¹	10.403.4	5'	5'	10'	Per UDC	Per UDC
Dwelling Units/Ac (max)	10.303.3~5	14 - Per UDC	14 - Per UDC	8 - Per UDC	36 28	N/A
Minimum Parking	10.405.9	Per UDC	Per UDC	Per UDC	Per UDC	Note 2

- 1) Front shall be defined as the portion of the lot the residence faces. For lots backing on collector streets the rear setback shall apply as it relates to setback for the rear yard from the collector street right-of-way.
- 2) Office/Retail – 1/600sf; ~~Lodging—1/guest room~~
 - The 1:3 width to depth ratio stipulated in Section 10.403.3 of the UDC shall not apply.
 - Flag lots as referenced in Section 10.403.3 shall have at least 30 feet of frontage along a public right-of-way.

B. Streets

(i) Residential Collector

As depicted in Exhibit A and detailed in Exhibit B, a two (2) lane residential collector with street parking available along each side is to be constructed within a sixty-nine (69) feet wide right-of-way east-west across the property to extend the existing Kaatz Lane located within the adjacent Lakeside Estates subdivision. The precise alignment of the residential collector may be varied to allow adjustments that increase the compatibility to the right-of-way of future development on the east side of the property.

(ii) Street Cross Sections

- a. Roadway cross sections for the PUD are defined on Exhibit B.
- b. If street parking is to be prohibited, the Developer shall provide signage, or other mechanism approved by the City of Hutto, to prohibit parking along one side of the local street.
- c. Private drives shall have a 20' Joint Access Easement and shall be maintained by the Homeowners Association as outlined in the CC&Rs.
- d. As noted in Section 10.614.2.1 of the City's UDC, 10-foot public utility easements should be included along all street rights-of-way. Exceptions will be allowed where limiting factors exist, and there are options available to ensure that dry utility services can be accommodated such as joint trenching of utilities in a single easement.

C. Riparian Setbacks - ~~Section 10.403.4.3 of the City's UDC shall be waived.~~ Riparian setback encroachments shall not exceed the limits presented in Exhibit C.

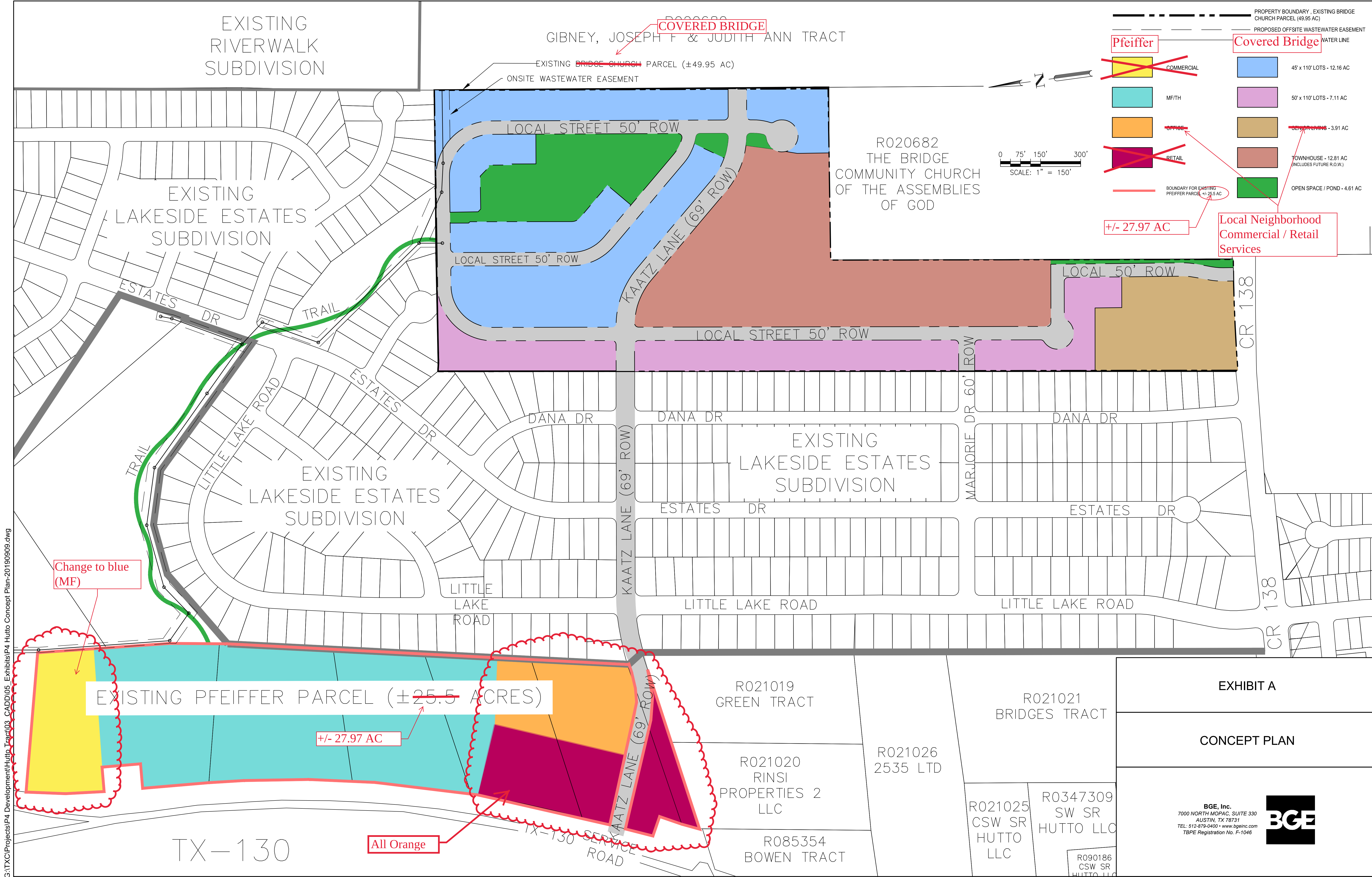
D. Open Space, Trails and Landscaping

- (i) As required by the Development Agreement, the developer shall construct certain entry feature, trail(s) and landscaping improvements ("Park Improvements"). The cost of the Park Improvements shall be credited against the Parkland Development Fees as detailed in the City's Fee Schedule for both residential and non-residential use.

- (ii) Parkland dedication will be accommodated by fee-in-lieu. That amount will due will be determined at Final Plat.
- (iii) A multi-use trail shall be constructed generally as shown in Exhibit A. The trail(s) shall be:
 - 6 to 8 feet in width, and
 - Comprised of decomposed granite.
- (iv) Maintenance
 - a. The trail shall be owned and maintained by the City as part of the current Hutto Lake Park improvements.
- (v) Landscape requirements will comply with the landscaping requirements in 10.407.4 and 10.407.5 of the UDC.
- (vi) Fencing requirements established in 10.408.5 of the UDC – both for residential, commercial, and perimeter fences shall apply with the exception that column spacing shall be allowed at no more than 100 ft. intervals.

4. EXHIBITS

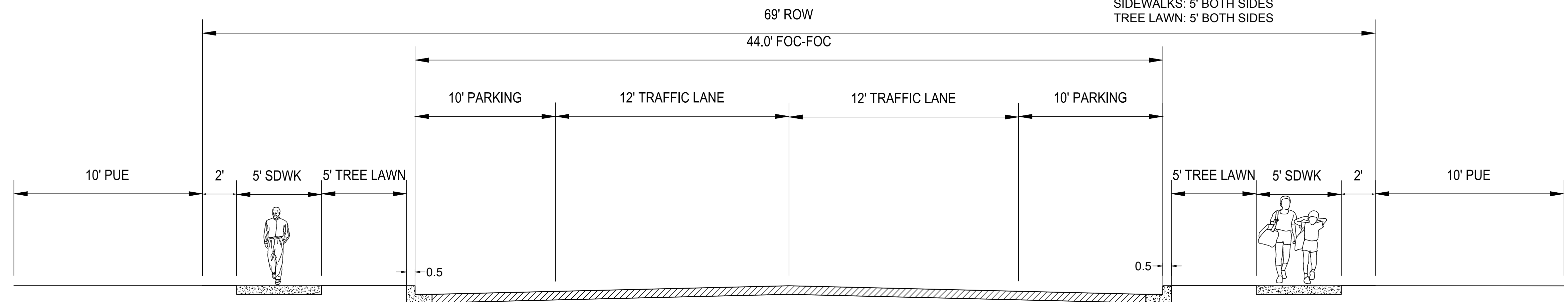
- (i) Exhibit A- Concept plan
- ~~(ii)~~ Exhibit B- Roadway cross sections
- ~~(ii)~~(iii) Exhibit C – Riparian Setback Encroachment Limits



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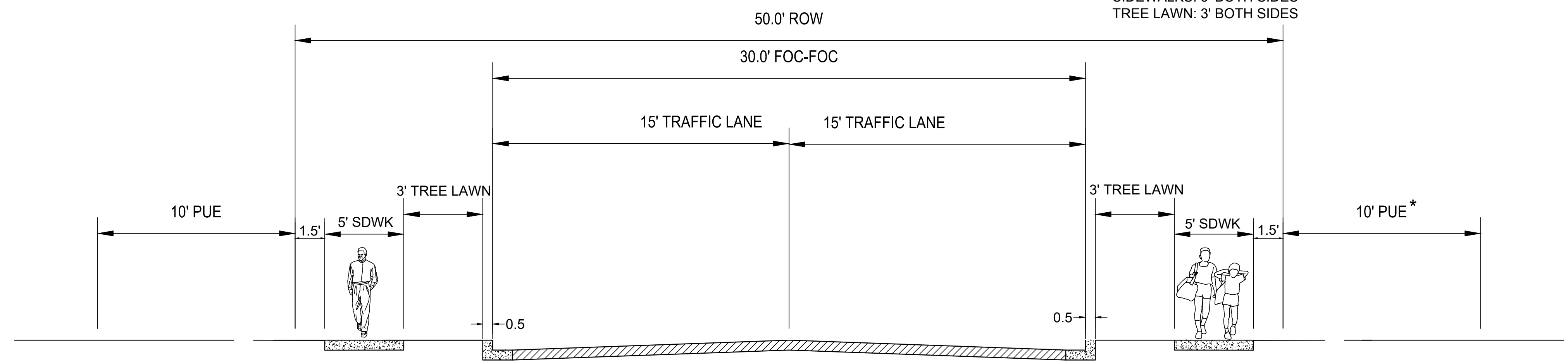
RESIDENTIAL COLLECTOR

DESIGN SPEED: 30-35 MPH
MEDIANS: NONE
SHOULDER: BOTH SIDES OF STREET
BIKE LANES: NONE
SIDEWALKS: 5' BOTH SIDES
TREE LAWN: 5' BOTH SIDES



RESIDENTIAL LOCAL

DESIGN SPEED: 20-30 MPH
MEDIANS: NONE
SHOULDER: BOTH SIDES OF STREET
BIKE LANES: NONE
SIDEWALKS: 5' BOTH SIDES
TREE LAWN: 3' BOTH SIDES



* Limiting factors prevent the dedication of a 10' PUE along both sides of a portion of roadway in the Covered Bridge subdivision. Dry utility service providers have confirmed that joint trenching is allowed and can be utilized to ensure continuity of service in such situations.

PRIVATE DRIVE 20' JOINT ACCESS EASEMENT



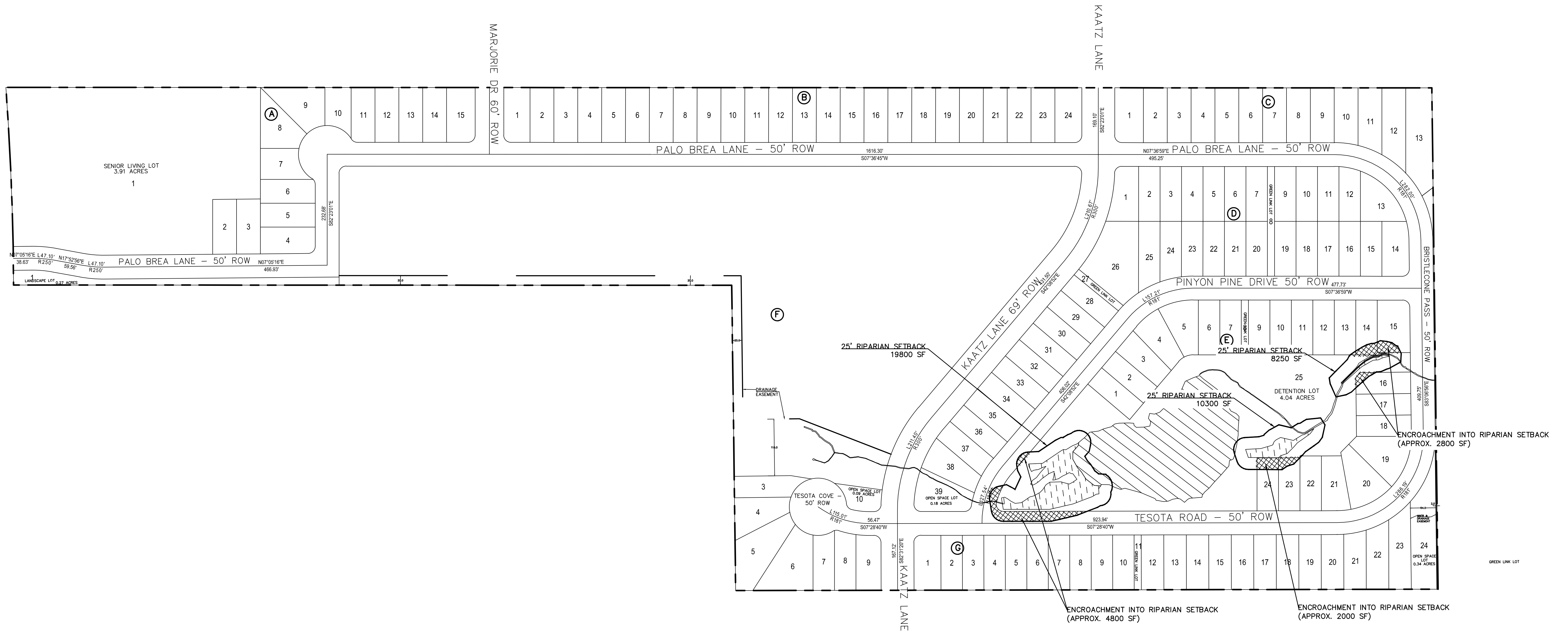
TYPICAL ROAD CROSS-SECTION

EXHIBIT B
COVERED BRIDGE PUD

BGE, Inc.
7000 NORTH MOPAC, SUITE 330
AUSTIN, TX 78731
TEL: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046



NTS



COVERED BRIDGE RIPARIAN
SETBACKS
EXHIBIT C
CITY OF HUTTO

BGE, Inc.
101 W. LOUIS HENNA BLVD, SUITE 400
AUSTIN, TX 78728
TEL: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046



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PFEIFFER RIPARIAN SETBACKS
EXHIBIT C
CITY OF HUTTO

BGE, Inc.
101 W. LOUIS HENNA BLVD, SUITE 400
AUSTIN, TX 78728
TEL: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046



City Council
AGENDA ITEM
9.C.



To: City Council

Subject: Consideration and possible action regarding the Resolution of the City of Hutto, Texas, authorizing and creating the Covered Bridge Public Improvement District within the City of Hutto Pursuant to Chapter 372 of the Texas Local Government Code.

Meeting: City Council – 2 Jan. 2020

Department: Economic Development

Staff Contact: Jessica Geray

BACKGROUND INFORMATION:

This item is related to the Covered Bridge District, approximately 91 acres of land, bounded on the west by SH 130 and FM 685, on the south by CR 138, and intersected by Estate Drive and establishes the boundary of the Public Improvement District

The next steps for establishment of the Public Improvement District include preparation of the Service and Assessment Plan, various financing documents, and two public hearings regarding the proposed levy to be assessed on parcels within the District. The River Creek Development Corporation and the City Council will consider their respective agreements for approval such as the Construction Contract, Interlocal Agreement, Continuing Disclosure Agreement, and Loan Agreement similar to the Cross Creek deal.

RECOMMENDATION:

Staff will provide recommendation at Council meeting.

ATTACHMENTS:

Resolution
Petition

CITY OF HUTTO

RESOLUTION NO. - _____

RESOLUTION OF THE CITY OF HUTTO, TEXAS, AUTHORIZING AND CREATING THE COVERED BRIDGE PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY OF HUTTO PURSUANT TO CHAPTER 372 TEXAS LOCAL GOVERNMENT CODE

WHEREAS, the City Council of the City (the “City Council”) of Hutto, Texas (the “City”) has received a petition (the “Petition”) requesting creation of a public improvement district (the “District”) under Chapter 372 of the Texas Local Government Code (the “Act”), from the record owners of taxable real property representing more than fifty percent (50%) of the appraised value of the real property liable for assessment (as determined by the most recent certified appraisal roll for Williamson County) in the proposed District and the record owners of taxable real property that constitute more than 50% of all of the area of all taxable real property that is liable for assessment under the proposal; and

WHEREAS, the Petition, has been examined, verified, and found to meet the requirements of Section 372.005(b) of the Act and to be sufficient for consideration by the City Council; and

WHEREAS, the boundaries of the proposed District are described in as Exhibit A attached hereto, said area for the District being within the boundaries and/or the extraterritorial jurisdiction of the City; and

WHEREAS, the record owners of a portion of the taxable real property changed after the notice of a public hearing was provided; and

WHEREAS, the new record owners have had actual notice of the public hearing date; and

WHEREAS, after providing all notices required by the Act, the City conducted a public hearing on the advisability of the improvements and services described in the Petition.

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

SECTION 1: The findings set forth in the recitals of this Resolution are hereby found to be true and correct.

SECTION 2: The Petition submitted to the City was filed with the City Secretary and complies with Subchapter A of the Act.

SECTION 3. The City Secretary provided notice to the property owners and notice in the newspaper as required by law. Pursuant to the requirements of the Act, the City Council, after considering the Petition and the evidence and testimony presented at the public hearing, hereby finds and declares:

- (a) Advisability of the Proposed Improvements. It is advisable to create the District to provide the Authorized Improvements described in the Petition and this Resolution. The Authorized Improvements will promote the interests of the City and will confer a special benefit on the District.
- (b) General Nature of the Improvements. The public improvements for the District (the “Authorized Improvements”) may consist of one or more of the public improvements included in Section 372.003(b) of the Act. The general nature of the Authorized Improvements are: (i) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater and drainage facilities; (iv) acquisition, construction and improvement of streets, roadways, rights-of-way and related facilities; (v) entry monumentation and features; (vi) signage; (vii) projects similar to those listed in subsections (i) – (vi) above; and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) – (vii) above, including costs of establishing, administering and operating the District.
- (c) Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Authorized Improvements is \$20,000,000.00 (including issuance and other financing costs).
- (d) Boundaries. The boundaries of the District are set forth in Exhibit A.
- (e) Proposed Method of Assessment. An assessment methodology will be prepared that will address: (i) how the costs of the Authorized Improvements financed with the assessments are assessed against the property in the District, (ii) the assessments to be collected each year, and (iii) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District). Additionally, a report will be prepared showing the special benefits accruing to property in the District and how the costs of the Authorized Improvements are assessed to property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited.

The assessment methodology will result in each parcel paying its fair share of the costs of the Authorized Improvements provided with the assessments based on the special benefits received by the property from the Authorized Improvements and property equally situated paying equal shares of the costs of the Authorized Improvements.
- (f) Apportionment of Cost between the City and the District. Approval and creation of the District will not obligate the City to provide any funds to finance the proposed Authorized Improvements. All of the costs of the proposed Authorized Improvements will be paid by issuance of bonds by a party other than the City secured by, or directly

by, assessments of the property within the District and from other sources of funds, if any, available to the owner of the Land.

(g) Management of the District. The District shall be managed by the City. The City may contract with a consultant or third-party administrator, who shall, from time to time, advise the City regarding certain operations of the District.

(h) Advisory Body. The District shall be currently managed without the creation of an advisory body. The City Council reserves the right to appoint an advisory body in the future.

SECTION 4. The Covered Bridge Public Improvement District is hereby authorized and created as a Public Improvement District under the Act in accordance with the findings as to the advisability of the Authorized Improvements contained in this Resolution.

SECTION 5. The City's staff is directed to give notice of the authorization for the establishment of the Covered Bridge Public Improvement District by publishing a copy of this Resolution once in a newspaper of general circulation within the City. Such authorization shall take effect and the Covered Bridge Public Improvement District shall be deemed to be established effective upon the publication of such notice. The Covered Bridge Public Improvement District shall exist until dissolved or terminated as provided by law.

SECTION 6. This Resolution shall take effect immediately from and after its passage and it is accordingly so resolved.

[Signature page follows]

**PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO on the ____ day
of _____, 2020 on vote of ____ AYES; ____ NAYS; ____ ABSTENTIONS.**

**MAYOR
CITY OF HUTTO**

ATTEST:

**CITY SECRETARY
CITY OF HUTTO**

EXHIBIT A BOUNDARIES



LAND – Parcels and Right-of-Way

The proposed District consists of all that certain land, tracts, and parcels within the City of Hutto, Texas, or its extraterritorial jurisdiction, being described and identified by the following:

Williamson County Appraisal District Parcel Numbers R447828, R447830, R447831, R447829, R311091, R427374, R426904, R505476, R085635, and R020683; and

a portion of the right-of-way located on Estate Drive between Parcel No. R427374, on the western portion of Estate Drive, and Parcel No. R426904 on the eastern portion of Estate Drive.

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO
FINANCE IMPROVEMENTS TO
COVERED BRIDGE PUBLIC IMPROVEMENT DISTRICT

THE STATE OF TEXAS §
 §
CITY OF HUTTO §

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF HUTTO

The undersigned petitioner(s) ("Petitioner(s)"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended ("PID Act"), request that the City of Hutto create a public improvement district ("District") in the territory described in Exhibit A attached hereto (the "Land") within the City of Hutto, Texas ("City") and the City's extraterritorial jurisdiction, and in support of this petition ("Petition") present the following:

Section 1. Standing of Petitioner. This Petition is executed and submitted in compliance with the requirements of the PID Act, Section 372.005(b). As determined by the current tax roll of the Williamson Central Appraisal District, the Petitioner(s) constitute: (i) the owner(s) of taxable real property representing more than 50% of the appraised value of real property liable for assessment under the proposal described herein, and (ii) the record owner(s) of taxable real property that constitutes more than 50% of the area of all taxable real property that is liable for assessment under such proposal.

Section 2. General Nature of the Proposed Construction and Maintenance of the Public Improvements. The general nature of the proposed public improvements are: (i) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, community facilities, irrigation, walkways, lighting, benches, swimming pools, trash receptacles and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater, and drainage facilities; (iv) acquisition, construction and improvement of streets, roadways, rights-of-way, and related facilities; (v) entry monumentation and features; (vi) signage; (vii) projects similar to those listed in subsections (i) — (vi) above; and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) — (vii) above, including costs of establishing, administering, and operating the District.

Section 3. Estimated Cost of the Proposed Construction of the Public Improvements: The estimated cost of the proposed construction is \$20,000,000.00 (including financing costs).

Section 4. Boundaries. The proposed boundaries of the District are described on Exhibit A attached hereto.

Section 5. Method of Assessment. An assessment methodology will be prepared that will address: (i) how the costs of the public improvements financed with the assessments are assessed against the property in the District, (ii) the assessments to be collected each year, and (iii)

reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District). Additionally, a report will be prepared showing the special benefits accruing to property in the District and how the costs of the public improvements are assessed to property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited.

The assessment methodology will result in each parcel paying its fair share of the costs of the public improvements provided with the assessments based on the special benefits received by the property from the public improvements and property equally situated paying equal shares of the costs of the public improvements.

Section 6. Apportionment of Cost between the City and the District. Approval and creation of the District will not obligate the City to provide any funds to finance the proposed public improvements. All of the costs of the proposed public improvements will be paid by assessments of the property within the District and from other sources of funds, if any, available to the owner of the Land.

Section 7. Management of the District. The City will manage the District, or, to the extent allowed by law, the City may contract with either a nonprofit, or a for-profit organization including a Public Facilities Corporation created by the City pursuant to Chapter 303, Texas Local Government Code, to carry out all or a part of the responsibilities of managing the District, including the day-to-day management and administration of the District.

Section 8. Operations & Maintenance Public Improvement District. The Petitioner(s) will be permitted to request approval for a service and assessment plan, and an assessment roll, to levy an annual assessment to provide enhanced operations and maintenance services for the public facilities and associated common areas within the District.

Section 9. Additional Landowner. The Bridge Community Church of the Assemblies of God, a Texas nonprofit corporation, owns real property, within the proposed boundaries of the District, that is not taxable as of the date of this Petition, and approves and consents to the creation of the District.

The Petitioner(s) request the establishment for the District and this petition will be filed with the City Secretary in support of the creation of the District by the City Council as herein provided.

[Signatures on following pages]

PETITIONER:

Signature: Carolyn Pfeiffer

Name: Carolyn Pfeiffer

Date: August 1, 2019

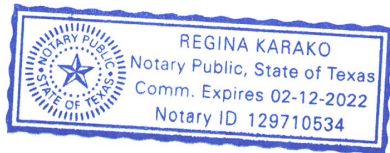
THE STATE OF TEXAS

COUNTY OF ~~WILLIAMSON~~ Bexar

THIS INSTRUMENT was acknowledged before me on the 1st day of August, 2019,
by Carolyn Pfeiffer.

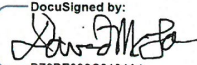
[SEAL]

Regina Karako
Notary Public, State of Texas



APPROVED AS TO FORM
AND CONSENT:

THE BRIDGE COMMUNITY CHURCH OF
THE ASSEMBLIES OF GOD, a Texas
nonprofit corporation

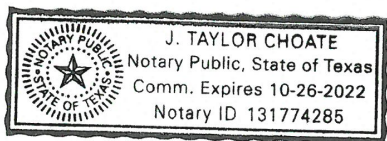
DocuSigned by:

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By Signature: _____
Name: David McLain
Title: Director and President
Date: Aug 6, 2019

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT was acknowledged before me on the 6 day of August, 2019, by
David McLain, Director and President, The Bridge Community Church of the Assemblies of God,
a Texas nonprofit corporation, on behalf of that entity and in that person's official capacity.

[SEAL]



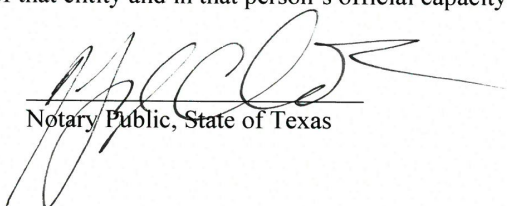
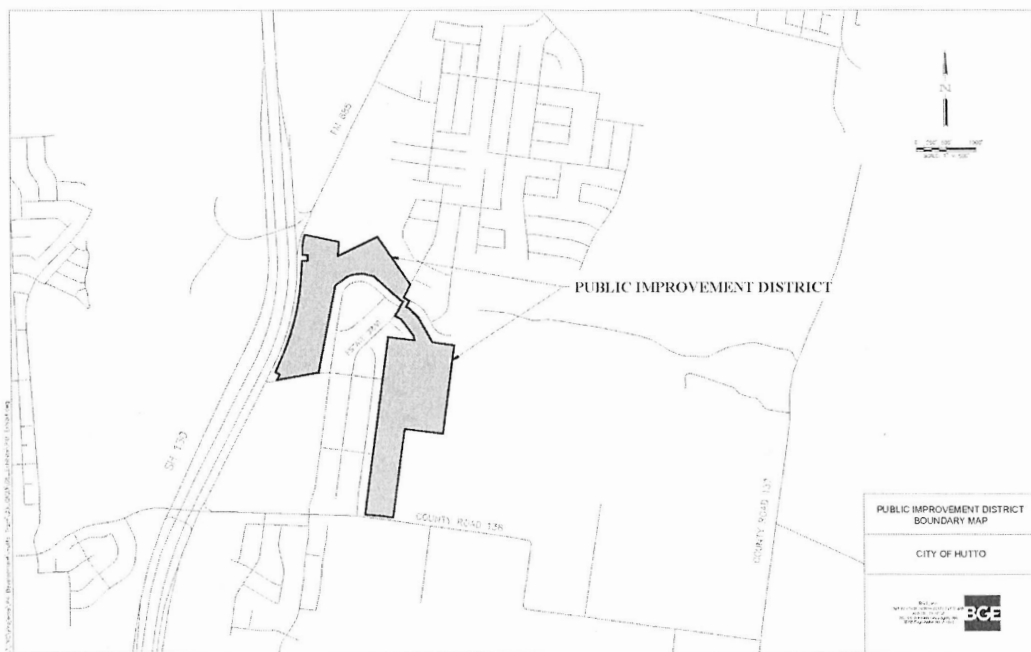

Notary Public, State of Texas

EXHIBIT A

LAND - Map



LAND – Parcels and Right-of-Way

The proposed District consists of all that certain land, tracts, and parcels within the City of Hutto, Texas, or its extraterritorial jurisdiction, being described and identified by the following:

Williamson County Appraisal District Parcel Numbers R447828, R447830, R447831, R447829, R311091, R427374, R426904, R505476, R085635, and R020683; and

a portion of the right-of-way located on Estate Drive between Parcel No. R427374, on the western portion of Estate Drive, and Parcel No. R426904 on the eastern portion of Estate Drive.

Regular City Council
AGENDA
ITEM 9.D.



To:

Subject: Consideration and possible action on a Resolution authorizing the Assistant City Manager to sign a wastewater agreement between the City of Hutto and Kelly Lane Utility Company. (Ashley Lumpkin)

Meeting: Regular City Council - 02 Jan 2020

Department: Development Services

Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

The existing wholesale wastewater service agreement between the City of Hutto and Kelly Lane Utility Company was entered into June 9, 1999 and was assumed by the City of Pflugerville with the purchase of the Kelly Lane Utility Company in December 2002. The City of Pflugerville extended

FINANCIAL IMPACT:

Approximately 193,000/year as outlined in the agreement.

POLICY IMPLICATIONS:

None at this time.

RECOMMENDATION:

Approve the amended agreement as presented.

WASTEWATER SERVICE AGREEMENT
BETWEEN THE CITY OF HUTTO
AND KELLY LANE UTILITY COMPANY
ADDENDUM NO. 1

This Addendum is authorized by City of Pflugerville Resolution No. 1728-19-11-12-0626 and effective the 12th day of November 2019, by and between the CITY OF PFLUGERVILLE (“City”), a Texas home-rule municipal corporation, and the CITY OF HUTTO (“Hutto”), a Texas general law municipal corporation.

WHEREAS, on June 9, 1999, Hutto entered into a Wastewater Service Agreement (“Agreement”) with Kelly Lane Utility Company (Company); and

WHEREAS, on November 12, 2002, the City and Company entered into a Participating Agreement wherein the Parties agreed to the terms of a project to provide regional wastewater service in the northeast portion of the City and its extraterritorial jurisdiction, which includes the City of Hutto; and

WHEREAS, the City and Company made application to the Texas Commission on Environmental Quality for transfer of the Company’s CCN to the City effective December 10, 2002; and

WHEREAS, on December 10, 2002, the City and Company entered into a Wholesale Wastewater Service Agreement to provide wastewater service to the area covered by the terms of the Participating Agreement to all customers of Company, which includes the provision of service for Hutto; and

WHEREAS, on May 23, 2019, Hutto notified the City of its interest in extending the Agreement for one additional year; and

WHEREAS, both parties are agreeable to this extension. However, the Agreement only provides for extensions for a period of ten (10) years.

Now therefore, be it known that the City and Hutto and the City of Pflugerville agree to amend the Agreement as follows:

1. Pursuant to Section 6.6 of the Agreement, the parties may by written agreement modify any terms and conditions. The parties agree to modify the term of the Agreement from a period of ten (10) years to a period of a one (1) year.
2. Pursuant to Section 6.1, the term of the Agreement may be extended if written notice is given within six months of the date of expiration. This Agreement shall then be renewable for additional periods as agreed to by both parties and formalized in writing. The parties agree to a one-year extension effective January 2, 2020 through January 1, 2021.

This Addendum No. 1, the Agreement and Wholesale Wastewater Service Agreement shall constitute the sole agreements between City and Hutto relating to the object of this Addendum and correctly set forth the complete rights, duties, and obligations of each party to the other as of its date. All other terms and conditions not specifically amended above shall remain in full force and affect for the duration of this Agreement. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth herein are of no force and effect.

City of Hutto

Odis Jones, City Manager

Date: _____

ATTEST:

Lacie Hale, City Secretary

APPROVED:

City Attorney

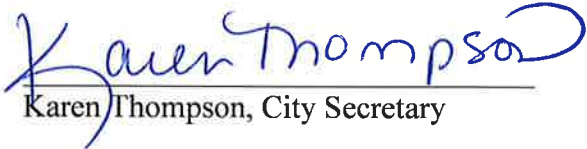
City of Pflugerville



Sereniah Breland, City Manager

Date: 11/15/2019

ATTEST:



Karen Thompson, City Secretary

APPROVED:



City Attorney

Regular City Council
AGENDA ITEM
9.E.



To:

Subject: Consideration and possible action on a Resolution regarding the recordings of executive session. (Stacy Schmitt and Lacie Hale)

Meeting: Regular City Council - 02 Jan 2020

Department:

Staff Contact:

RESOLUTION NO.

A RESOLUTION REGARDING THE RECORDINGS OF EXECUTIVE SESSION.

WHEREAS, the City of Hutto must make and keep either a certified agenda or a recording of each executive session and

WHEREAS, the Council directed staff to create a plan to record the executive session, maintain the recordings, and confidentiality according to the Open Meetings Act; and

WHEREAS, the development of the Policy to Record Executive Sessions will be inserted in the City Council Protocols; and

WHEREAS, by adopting these guidelines to review the Executive Session Recordings, the Council acknowledges their responsibility to maintain the confidentiality of executive session.

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

The City of Hutto Recording Executive Session is adopted to serve as the guidelines to preserve the recordings made in executive session and the integrity of their confidentiality.

PASSED, APPROVED AND ADOPTED THIS THE 2nd DAY OF JANUARY 2020.

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary



MEMORANDUM

To: Stacy Schmitt, Assistant to City Manager/PIO

From: Lacie Hale, City Secretary

Date: December 19, 2019

Re: Implementation Plan for Recording Executive Session

At the November 21, 2019 City Council Meeting, Council directed staff to create a plan to record executive session. Below is a proposed process and plan:

Equipment:

- Recorder/Microphone
- Computer
- Safe
- Thumb Drive

Expenses to the City:

- Safe
- Thumb Drives

Process to Record:

Before each Council meeting a computer and microphone will be set up in the Council Chambers. Designated City Staff will need to push record on the device then exit. When Council returns to Public Session the designated staff member will need to stop the recording, save the file to the desktop. If Executive Session is at the end of the meeting, staff will stop the recording and shut down the computer. After the meeting the recording will be saved to a thumb drive and deleted from the computer. The thumb drive will be locked in a safe in the City Secretary's office.

Process for Council to Listen:

Current Councilmembers are the only individuals who can listen to the recording, per the Open Meetings Act. A request will need to be made to the city secretary to set up a time to listen to the recording. It will be done in the conference room next to the City Secretary's office with headphones. The City Secretary will sit with the Councilmember while they are listening. Note taking is discouraged.

Staff Recommendations:

Pass an ordinance that adopts the criminal penalties listed in the Open Meetings Act as a City of Hutto Code Amendment. It reiterates the potential risks and consequences of releasing any information discussed during executive session. Attached is Exhibit A, from the City of Garland. They also record their executive sessions but do not have a formal written process, other than the ordinance that has the criminal implications of sharing any information from the executive session.

Sec. 10.58 Confidential information

(A) Improper access. With respect to confidential information, a City official shall not use his or her position to secure official information about any person or entity for any purpose other than the performance of official responsibilities.

(B) Improper disclosure or use. A City official shall not intentionally or knowingly disclose any confidential government information gained by reason of the official's position. This rule does not prohibit:

- (1) Any disclosure that is no longer confidential government information;
- (2) The confidential reporting of illegal or unethical conduct to authorities designated by law; or
- (3) Any disclosure, not otherwise prohibited by law, in furtherance of public safety.

(Ordinance 5813, sec. 1, adopted 3/16/04)

Regular City Council
AGENDA ITEM
10.A.



To:
Subject: Consideration and possible appointments to City Boards and Commissions. (Lacie Hale, City Secretary)
Meeting:
Department: City Secretary
Staff Contact: Lacie Hale, City Secretary

BACKGROUND INFORMATION:

On July 7, 2018, the City Council approved Ordinance O-18-07-05-8B that changed the terms of service of the boards, commissions and corporation members to be realigned to match those of the council places and terms. Beginning July 1, 2019, new terms will expire on June 30, of the corresponding Council Member term. All current board and commission members have been assigned Place numbers to coincide with existing council members.

FINANCIAL IMPACT:

Not applicable.

POLICY IMPLICATIONS:

Not applicable.

RECOMMENDATION:

Not applicable.

ATTACHMENTS:

Boards and Commissions Master

Transition

Council Member Place 1	Scott Rose	May-20
Council Member Place 2	Tom Hines	May-21
Council Member Place 3	Mike Snyder	May-22
Council Member Place 4	Peter Gordon	May-20
Council Member Place 5	Patti Turner	May-21
Council Member Place 6	Tanner Rose	May-22
Mayor (Place 7)	Doug Gaul	May-22

All Boards and Commissions terms Realigned for appointment in June

Terms Run 7/1 to 6/30 unless otherwise indicated

Last update: **11/8/2019**

Planning & Zoning Commission							
Meets: 1st Tuesday @ 7:00pm of each month in the City Council Chamber							
2 yr Terms Per Charter							
Liaison - Ashley Lumpkin							
					Appointed	Term Ends	
	Place 1	Davey	Robinson	Commissioner	September 20, 2018	June 20, 2020	
	Place 2	Randal	Clark	Commissioner	December 6, 2018	June 20, 2020	
	Place 3	Vacant		Member	July 3, 2019	June 30, 2021	
	Place 4	Tony	Wertz	Vice-Chair	July 3, 2019	June 30, 2021	
	Place 5	Richard	Hudson	Commissioner	August 2, 2018	June 20, 2020	
	Place 6	Kyle	Lovinggood	Commissioner	August 1, 2019	June 30, 2021	
	Place 7	Susanna	Boyer	Commissioner	August 1, 2019	June 30, 2021	
Parks Advisory Board							
Meets: 2nd Wednesday @ 7:00pm of each month in the City Council Chamber							
Liaison - Jeffrey White							
					Appointed	Term Ends	
	Place 1	Katie	Weiss	Member	September 20, 2018	June 30, 2020	
	Place 2	Michael	Orman	Member	September 20, 2018	June 30, 2021	
	Place 3	Patrick	Donathan	Member	July 3, 2019	June 30, 2022	
	Place 4	Liaga	Gasu	Member	June 20, 2019	June 30, 2020	
	Place 5	Daniel	Thornton	Member	November 7, 2019	June 30, 2021	
	Place 6	Rose	McMillin	Member	June 20, 2019	June 30, 2022	
	Place 7	Perry	Savard	Acting Chair	June 20, 2019	June 30, 2022	
Library Advisory Board							
Meets: Quarterly @ 6:00pm of each month in the City Council Chamber							
Liaison - Lisa Riggs							
					Appointed	Term Ends	
	Place 1	Christina	Garza	Member	May 16, 2019	June 30, 2020	
	Place 2	Dwight	Baker	Chair	September 20, 2018	June 30, 2021	
	Place 3	Tara	Chappell	Vice Chair	July 3, 2019	June 30, 2022	
	Place 4	Kathi	Shilling	Member	September 20, 2018	June 30, 2020	
	Place 5	Havala	Merit	Member	May 16, 2019	June 30, 2021	
	Place 6	David	Westbrook	Member	November 7, 2019	June 30, 2022	
	Place 7	Vacant		Member		June 30, 2022	
Zoning Board of Adjustments							
Meets: 4th Wednesday @ 7:00pm of each month in the City Council Chamber							
Liaison - Ashby Grundman							
					Appointed	Term Ends	
	Place 1	Bryan	Dempsey	Member	January 17, 2019	June 30, 2020	
	Place 2	Thomas	McGowan	Member	September 20, 2018	June 30, 2021	
	Place 3	David	Meyer	Member	July 3, 2019	June 30, 2022	
	Place 4	Wendell	Teltow	Member	June 20, 2019	June 30, 2020	
	Place 5	Vacant		Member		June 30, 2021	
	Place 6	Maureen	Rooker	Member	June 20, 2019	June 30, 2022	
	Place 7	Randal	Clark	Member	September 19, 2019	June 19, 2019	

Historic Preservation Commission								
Meets: 4th Tuesday @ 6:00pm of each month in the City Council Chamber								
Liaison - John Byrum								
					Appointed	Term Ends		
	Place 1	DeAnne	Worley	Commissioner	July 3, 2019	June 30, 2020		
	Place 2	Mary	Belton	Commissioner	August 2, 2018	June 30, 2021		
	Place 3	Curtis	Orton	Commissioner	September 20, 2018	June 30, 2022		
	Place 4	Robert	Lykins	Commissioner	September 20, 2018	June 30, 2020		
	Place 5	Vacant		Commissioner		June 30, 2021		
	Place 6	Travis	Allen	Commissioner	June 20, 2019	June 30, 2022		
	Place 7	Vacant		Commissioner		June 30, 2022		
Building and Standards Commission								
Meets: As Needed in the City Council Chamber								
Liaison - Tamera Baird								
					Appointed	Term Ends		
	Place 1	Troy	Manella	Commissioner	January 3, 2019	June 30, 2020		
	Place 2	Olinda	Ramirez	Commissioner	September 20, 2018	June 30, 2021		
	Place 3	Kendrick	Whittington	Commissioner	August 2, 2018	June 30, 2022		
	Place 4	Bryan	Dempsey	Commissioner	June 20, 2019	June 30, 2020		
	Place 5	Tom	Brown	Commissioner	September 20, 2018	June 30, 2021		
	Place 6	Maureen	Rooker	Commissioner	June 20, 2019	June 30, 2022		
	Place 7	Richard	Hudson	Commissioner	June 20, 2019	June 30, 2022		
Ethics Review Commission								
Meets: As Needed in the City Council Chamber (at least once a year)								
Liaison - Lacie Hale								
					Appointed	Term Ends		
	Place 1	Craig	Cargill	Member	September 20, 2018	June 30, 2020		
	Place 2	Lori	Brown-Duncan	Vice-Chair	September 20, 2018	June 30, 2021		
	Place 3	Bill	Kohl	Member	July 11, 2019	June 30, 2022		
	Place 4	Christopher	Adkins	Member	November 7, 2019	June 30, 2020		
	Place 5	Abel	Landin	Member	September 19, 2019	June 30, 2021		
	Place 6	April	Willis	Member	August 15, 2019	June 30, 2022		
	Place 7	Krvstal	Kinsev	Member	November 21, 2019	June 30, 2022		
Economic Development Corporation								
Meets: 1st Monday @ 6:30pm of each month in the City Council Chamber								
Liaison - Tim Jordan								
					Appointed	Term Ends		
	Place 1	Nelson	Nagle	Treasurer	July 3, 2019	June 30, 2021		
	Place 2	James	Guzman	Member	June 20, 2019	June 30, 2021		
	Place 3	Dan	Thornton	Secretary	July 3, 2019	June 30, 2021		
	Place 4	Don	Carlson	Member	July 3, 2019	June 30, 2021		
	Place 5	Kevin	LaFrance	Member	July 3, 2019	June 30, 2021		
	Place 6	Henry	Gideon	Vice-Chair	June 20, 2019	June 30, 2021		
	Place 7	Steve	Harris	Chair	June 20, 2019	June 30, 2021		

Regular City Council
**AGENDA ITEM
10.C.**



To: City Council
Subject: Discussion and possible action relating to Co-Op Blvd and Jim Cage Lane intersections with US Highway 79 pertaining to the 2018 Bond Proposition A program. (Samuel Ray)
Meeting: Regular City Council - 02 Jan 2020
Department: Engineering
Staff Contact: Samuel Ray

BACKGROUND INFORMATION:

This item is to discuss the possibilities relating to the road bond projects including the potential improvement to Co-Op Blvd and US 79 intersection and/or the improvement of the Jim Cage and US 79 intersection. In addition to discussion, this item is intended to direct staff to proceed with design and construction of the option that provides the greatest benefit to the city as agreed on by Council and the citizens of Hutto.

FINANCIAL IMPACT:

Improvements will be paid for from the \$70 Million 2018 voter approved Proposition A.

POLICY IMPLICATIONS:

Aligns with the strategic focus area of Infrastructure and Growth.

ATTACHMENTS:

[74364-EST-FM1660N+JimCage](#)
[74364-EST-FM1660N-Original](#)
[74364-Q-EQ-EST_Co-Op_FrontSt](#)
[74364-Q-EQ-EST_Co-Op_Original](#)

PROJECT: Hutto Bond Program - FM 1660 Intersections

LIMITS: Jim Cage / FM 1660 N @ US 79 Intersection

CSJ:

SPEC YEAR: 2019

UNIT: ENGLISH

HNTB Corporation

THIS ESTIMATE REPRESENTS OUR JUDGMENT AS PROFESSIONALS FAMILIAR WITH THE CONSTRUCTION INDUSTRY. WE CANNOT AND DO NOT GUARANTEE THAT BIDS WILL NOT VARY FROM THIS ESTIMATE. ESTIMATE IS BASED ON TxDOT 2019 AVERAGE BID PRICES .

DESCRIPTION

Right turns on WB and EB US 79. Add right turn to SB FM 1660 Add RR gates and pavement to Jim Cage.

Hutto Bond Program					
ITEMS	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
QUANTIFIED ITEMS					
100	PREP ROW	STA	\$ 3,000.00	7	\$ 21,000
106	OBLITERATE ABANDONED ROAD	STA	\$ 3,000.00	2	\$ 6,000
112	SUBGRADE WIDENING (ORD COMP)	STA	\$ 3,800.00	8	\$ 31,000
247	FL BS (CMP IN PLC) (TY A GR 5) (FINAL POS)	CY	\$ 90.00	884	\$ 80,000
260	LIME TREATMENT	SY	\$ 12.00	1,988	\$ 24,000
260	LIME	TON	\$ 300.00	15	\$ 5,000
340	D - GR HMA TY - B	TON	\$ 180.00	386	\$ 70,000
340	D - GR HMA TY - C (SURF)	TON	\$ 210.00	189	\$ 40,000
502	BARRICADES	MO	\$ 4,000.00	4	\$ 16,000
529	CONC CURB & GUTTER (TY II)	LF	\$ 32.00	1,332	\$ 43,000
531	SIDEWALKS (CONC)(5") 6' WIDE	SY	\$ 90.00	451	\$ 41,000
531	CURB RAMPS	EA	\$ 2,000.00	4	\$ 8,000
680	REMOVE EXISTING TRAFFIC SIGNALS	EA	\$ 10,000.00	1	\$ 10,000
6XX	INSTALL NEW TRAFFIC SIGNALS	EA	\$ 200,000.00	1	\$ 200,000
XXX	INSTALL RR GATES	EA	\$ 175,000.00	2	\$ 350,000
XXX	INSTALL RR QUIET ZONE GATES	EA	\$ 175,000.00	2	\$ 350,000
ITEMIZED COST SUBTOTAL					\$ 1,295,000
PERCENTAGE ITEMS					
4XX	DRAINAGE	%	5.75%	-	\$ 75,000
666	PAVEMENT MARKINGS	%	1.90%	-	\$ 25,000
	SW3P, Landscape, Irrigation, Hardscape, and Seeding	%	3.8%	-	\$ 50,000
PERCENTAGE BASED COST SUBTOTAL					\$ 150,000
	MOBILIZATION	%		8%	\$ 116,000
CONSTRUCTION COST SUBTOTAL					\$ 1,561,000
MISCELLANEOUS ITEMS					
	UTILITIES	LS			\$ 300,000
	RIGHT OF WAY - COMMERCIAL	SF	\$ 13.00	9,988	\$ 130,000
					\$ -
MISCELLANEOUS COST SUBTOTAL					\$ 430,000
20% CONTINGENCY					\$ 320,000
TOTAL CONSTRUCTION COST					\$ 2,311,000
20% contingency was also included to capture cost of construction items not accounted for due to not having detailed plans.					

PROJECT: Hutto Bond Program - FM 1660 Intersections

LIMITS: Jim Cage / FM 1660 N @ US 79 Intersection

CSJ:

SPEC YEAR: 2019

UNIT: ENGLISH

HNTB Corporation

THIS ESTIMATE REPRESENTS OUR JUDGMENT AS PROFESSIONALS FAMILIAR WITH THE CONSTRUCTION INDUSTRY. WE CANNOT AND DO NOT GUARANTEE THAT BIDS WILL NOT VARY FROM THIS ESTIMATE. ESTIMATE IS BASED ON TxDOT 2019 AVERAGE BID PRICES .

DESCRIPTION

Option 4: Close Jim Cage; add right turn to SB 1660 n; add right turn lane to WB US-79

Hutto Bond Program					
ITEMS	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
QUANTIFIED ITEMS					
100	PREP ROW	STA	\$ 3,000.00	7	\$ 21,000
106	OBLITERATE ABANDONED ROAD	STA	\$ 3,000.00	2	\$ 6,000
112	SUBGRADE WIDENING (ORD COMP)	STA	\$ 3,800.00	8	\$ 31,000
247	FL BS (CMP IN PLC) (TY A GR 5) (FINAL POS)	CY	\$ 90.00	581	\$ 53,000
260	LIME TREATMENT	SY	\$ 12.00	1,307	\$ 16,000
260	LIME	TON	\$ 300.00	10	\$ 3,000
340	D - GR HMA TY - B	TON	\$ 180.00	235	\$ 43,000
340	D - GR HMA TY - C (SURF)	TON	\$ 210.00	113	\$ 24,000
502	BARRICADES	MO	\$ 4,000.00	4	\$ 16,000
529	CONC CURB & GUTTER (TY II)	LF	\$ 32.00	858	\$ 28,000
531	SIDEWALKS (CONC)(5") 6' WIDE	SY	\$ 90.00	451	\$ 41,000
531	CURB RAMPS	EA	\$ 2,000.00	4	\$ 8,000
680	REMOVE EXISTING TRAFFIC SIGNALS	EA	\$ 10,000.00	1	\$ 10,000
6XX	INSTALL NEW TRAFFIC SIGNALS	EA	\$ 200,000.00	1	\$ 200,000
ITEMIZED COST SUBTOTAL					\$ 500,000
PERCENTAGE ITEMS					
4XX	DRAINAGE	%	15.00%	-	\$ 75,000
666	PAVEMENT MARKINGS	%	5.00%	-	\$ 25,000
	SW3P, Landscape, Irrigation, Hardscape, and Seeding	%	10.0%	-	\$ 50,000
PERCENTAGE BASED COST SUBTOTAL					\$ 150,000
	MOBILIZATION	%		8%	\$ 52,000
CONSTRUCTION COST SUBTOTAL					\$ 702,000
MISCELLANEOUS ITEMS					
	UTILITIES	LS			\$ 300,000
	RIGHT OF WAY - COMMERCIAL	SF	\$ 13.00	9,988	\$ 130,000
					\$ -
MISCELLANEOUS COST SUBTOTAL					\$ 430,000
20% CONTINGENCY					\$ 150,000
TOTAL CONSTRUCTION COST					\$ 1,282,000
20% contingency was also included to capture cost of construction items not accounted for due to not having detailed plans.					

PROJECT: Hutto Bond Program - Co-Op Extension

LIMITS: US 79 to Front St

CSJ:

SPEC YEAR: 2014

UNIT: ENGLISH

HNTB Corporation

THIS ESTIMATE REPRESENTS OUR JUDGMENT AS PROFESSIONALS FAMILIAR WITH THE CONSTRUCTION INDUSTRY. WE CANNOT AND DO NOT GUARANTEE THAT BIDS WILL NOT VARY FROM THIS ESTIMATE. ESTIMATE IS BASED ON TxDOT 2019 AVERAGE BID PRICES .

DESCRIPTION

Extension of Co-Op Drive, with right turn lane from US 79 WB

Hutto Bond Program					
ITEMS	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
QUANTIFIED ITEMS					
100	PREP ROW	STA	\$ 2,000.00	2	\$ 4,000
340	D - GR HMA TY - A	TON	\$ 80.00	1,689	\$ 136,000
340	D - GR HMA TY - B	TON	\$ 75.00	422	\$ 32,000
340	D - GR HMA TY - C	TON	\$ 83.00	211	\$ 18,000
340	D - GR HMA TY - C (SURF)	TON	\$ 85.00	211	\$ 18,000
529	CONC CURB & GUTTER (TY II)	LF	\$ 18.50	885	\$ 17,000
531	SIDEWALKS (CONC)(5") 8' WIDE	SY	\$ 45.00	356	\$ 16,000
536	CONC MEDIAN	SY	\$ 80.00	\$ 1,800.00	\$ 144,000
XXX	INSTALL NEW RR GATES	EA	\$ 175,000.00	2	\$ 350,000
ITEMIZED COST SUBTOTAL					\$ 735,000
PERCENTAGE ITEMS					
100	DEMOLITION	%	1.00%	-	\$ 8,000
502	BARRICADES, SIGNS AND TRAFFIC HANDLING	%	8.00%	-	\$ 59,000
666	PAVEMENT MARKINGS	%	1.00%	-	\$ 8,000
6XX	SIGNING	%	2.00%	-	\$ 15,000
6XX	LIGHTING	%	2.00%	-	\$ 15,000
	UTILITIES	%	10.0%	-	\$ 74,000
	MISCELLANEOUS	%	5.0%	-	\$ 37,000
PERCENTAGE BASED COST SUBTOTAL					\$ 216,000
MISCELLANEOUS ITEMS					
	MOBILIZATION			10%	\$ 96,000
	RIGHT OF WAY	SF	\$ 1.00	24,270	\$ 25,000
					\$ -
MISCELLANEOUS COST SUBTOTAL					\$ 121,000
CONSTRUCTION COST SUBTOTAL					\$ 1,072,000
20% CONTINGENCY					\$ 220,000
TOTAL CONSTRUCTION COST					\$ 1,292,000
20% has been added to account for miscellaneous items like SW3P, Landscape, Irrigation, Hardscape Items, and Seeding.					
20% contingency was also included to capture cost of construction items not accounted for due to not having detailed plans.					

PROJECT: Hutto Bond Program - Co-Op Extension

LIMITS: US 79 to Carl Stern

CSJ:

SPEC YEAR: 2014

UNIT: ENGLISH

HNTB Corporation

THIS ESTIMATE REPRESENTS OUR JUDGMENT AS PROFESSIONALS FAMILIAR WITH THE CONSTRUCTION INDUSTRY. WE CANNOT AND DO NOT GUARANTEE THAT BIDS WILL NOT VARY FROM THIS ESTIMATE. ESTIMATE IS BASED ON TxDOT 2019 AVERAGE BID PRICES.

DESCRIPTION

Extension of Co-Op Drive

Hutto Bond Program					
ITEMS	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
QUANTIFIED ITEMS					
100	PREP ROW	STA	\$ 2,000.00	29	\$ 58,000
110	EXCAVATION	CY	\$ 15.00	0	\$ -
132	EMBANKMENT	CY	\$ 15.00	0	\$ -
260	LIME TREATMENT	SY	\$ 3.00	0	\$ -
260	LIME	TON	\$ 150.00	0	\$ -
340	D - GR HMA TY - A	TON	\$ 80.00	7,814	\$ 626,000
340	D - GR HMA TY - B	TON	\$ 75.00	1,954	\$ 147,000
340	D - GR HMA TY - C	TON	\$ 83.00	977	\$ 82,000
340	D - GR HMA TY - C (SURF)	TON	\$ 85.00	977	\$ 84,000
354	PLAN ASPH CONC PAV (0" TO 2")	SY	\$ 2.00	36,577	\$ 74,000
4XX	CULVERT 2 x 8' x 8'	LF	\$ 800.00	4,700	\$ 3,760,000
432	RIP RAP (CONC) (5 IN)	CY	\$ 385.00	0	\$ -
514	PERM CONC TRF BARR (Single Slope)	LF	\$ 75.00	0	\$ -
529	CONC CURB & GUTTER (TY II)	LF	\$ 18.50	5,732	\$ 107,000
531	SIDEWALKS (CONC)(5") 8' WIDE	SY	\$ 45.00	5,077	\$ 229,000
536	CONC MEDIAN	SY	\$ 80.00	\$ 1,800.00	\$ 144,000
XXX	INSTALL NEW RR GATES	EA	\$ 175,000.00	2	\$ 350,000
ITEMIZED COST SUBTOTAL					\$ 5,661,000
PERCENTAGE ITEMS		UNIT	PERCENTAGE	QUANTITY	COST
100	DEMOLITION	%	5.00%	-	\$ 284,000
502	BARRICADES, SIGNS AND TRAFFIC HANDLING	%	8.00%	-	\$ 453,000
666	PAVEMENT MARKINGS	%	1.00%	-	\$ 57,000
6XX	SIGNING	%	5.00%	-	\$ 284,000
6XX	LIGHTING	%	5.00%	-	\$ 284,000
	UTILITIES	%	10.0%	-	\$ 567,000
	MISCELLANEOUS	%	20.0%	-	\$ 1,140,000
PERCENTAGE BASED COST SUBTOTAL					\$ 3,069,000
MISCELLANEOUS ITEMS		UNIT	UNIT PRICE	QUANTITY	COST
	MOBILIZATION			10%	\$ 873,000
	RELOCATE CELL PHONE TOWER	LS	\$ 1,000,000.00	1	\$ 1,000,000
	Gas Line - perpendicular crossing	LS	\$ 1,000,000.00	1	\$ 1,000,000
	RIGHT OF WAY	SF	\$ 1.00	378,079	\$ 379,000
					\$ -
MISCELLANEOUS COST SUBTOTAL					\$ 3,252,000
CONSTRUCTION COST SUBTOTAL					\$ 11,982,000
20% CONTINGENCY					\$ 2,400,000
TOTAL CONSTRUCTION COST					\$ 14,382,000
20% has been added to account for miscellaneous items like SW3P, Landscape, Irrigation, Hardscape Items, and Seeding.					
20% contingency was also included to capture cost of construction items not accounted for due to not having detailed plans.					